

**TENTATIVE AGENDA**  
**RAYTOWN BOARD OF ALDERMEN**  
**JUNE 20, 2017**  
REGULAR SESSION NO. 5  
RAYTOWN CITY HALL  
10000 EAST 59<sup>TH</sup> STREET  
RAYTOWN, MISSOURI 64133

**OPENING SESSION**  
**7:00 P.M.**

Invocation  
Pledge of Allegiance  
Roll Call

Public Comments

Communication from the Mayor

Communication from the City Administrator

Committee Reports

**STUDY SESSION**

Data-Driven Approaches to Crime and Traffic Safety  
(DDACTS)  
Kyle Stoker, Crime Analyst

**LEGISLATIVE SESSION**

**1. CONSENT AGENDA**

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular June 6, 2017 Board of Aldermen meeting minutes.

**R-2980-17: A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF JANET EMERSON TO THE PLANNING & ZONING COMMISSION.** Point of Contact: Teresa Henry, City Clerk

**REGULAR AGENDA**

**NEW BUSINESS**

2. **BILL NO. 6444-17, SECTION IV-C-8:** AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE III, DIVISION 1, OFFICERS AND EMPLOYEES, SECTION 2-105, RELATING TO THE ADOPTION OF PERSONNEL MANUAL. Point of Contact: Teresa Henry, City Clerk.
3. **R-2981-17: A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH DUKE'S ROOT CONTROL, INC. UTILIZING THE HOUSTON-GALVESTON AREA COOPERATIVE CONTRACT IN AN AMOUNT NOT TO EXCEED \$18,000.00 FOR FISCAL YEAR 2016-2017.** Point of Contact: Jason Hanson, Interim Public Works Director.

4. **R-2982-17: A RESOLUTION** AUTHORIZING AND APPROVING AN AGREEMENT WITH INDEPENDENT SALT COMPANY FOR THE PURCHASE OF SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER. Point of Contact: Jason Hanson, Interim Public Works Director
5. **R-2983-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF SANITARY SEWER INFRASTRUCTURE REPAIR IN THE CITY OF RAYTOWN, MISSOURI FROM WIEDENMANN, INC. UTILIZING THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE PURCHASE CONTRACT AND APPROVING PROJECT EXPENSES FOR 9404 AND 9406 E. 82ND STREET IN AN AMOUNT NOT TO EXCEED \$20,548.00. Point of Contact: Jason Hanson, Interim Public Works Director
6. **R-2984-17: A RESOLUTION** AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF STORM WATER INFRASTRUCTURE REPAIR IN THE CITY OF RAYTOWN, MISSOURI FROM WIEDENMANN, INC. UTILIZING THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE PURCHASE CONTRACT AND APPROVING PROJECT EXPENSES FOR 5736 AND 5802 MANNING IN AN AMOUNT NOT TO EXCEED \$52,130.00. Point of Contact: Jason Hanson, Interim Public Works Director.
7. **R-2985-17: A RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO SECTION 1-IN GENERAL. Point of Contact: Tom Cole, City Administrator.
8. **R-2986-17: A RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED ON DECEMBER 20, 2016 RELATING TO SECTION 2- PROVISIONS APPLICABLE TO ALL OFFICERS AND EMPLOYEES. Point of Contact: Tom Cole, City Administrator
9. **R-2987-17: A RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED ON DECEMBER 20, 2016 RELATING TO SECTION 3- PROVISIONS APPLICABLE TO UNCLASSIFIED EMPLOYEES. Point of Contact: Tom Cole, City Administrator
10. **R-2988-17: A RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED ON DECEMBER 20, 2016 RELATING TO SECTION 4- PROVISIONS APPLICABLE TO CLASSIFIED EMPLOYEES. Point of Contact: Tom Cole, City Administrator
11. **R-2989-17: A RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED ON DECEMBER 20, 2016 RELATING TO SECTION 5- COMPENSATION AND CLASSIFICATION PLAN. Point of Contact: Tom Cole, City Administrator
12. **R-2990-17: A RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED ON DECEMBER 20, 2016 RELATING TO SECTION 6- VIOLENCE IN THE WORKPLACE. Point of Contact: Tom Cole, City Administrator
13. **R-2991-17: A RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED ON DECEMBER 20, 2016 RELATING TO SECTION 7- SUBSTANCE ABUSE. Point of Contact: Tom Cole, City Administrator
14. **R-2992-17: A RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO THE ON CALL POLICY. Point of Contact: Tom Cole, City Administrator
15. **R-2993-17: A RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO AN ON CALL POLICY-POLICE DEPARTMENT. Point of Contact: Tom Cole, City Administrator

16. **R-2994-17: A RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO THE TAKE HOME CITY OWNED VEHICLES POLICY. Point of Contact: Tom Cole, City Administrator
17. **R-2995-17: A RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED ON DECEMBER 20, 2016 RELATING TO THE TIME CLOCK POLICY. Point of Contact: Tom Cole, City Administrator
18. **R-2996-17: A RESOLUTION** AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO THE TUITION REIMBURSEMENT POLICY. Point of Contact: Tom Cole, City Administrator

### **CLOSED SESSION**

**Notice is hereby given that the Mayor and Board of Aldermen may conduct a closed session, pursuant to the following statutory provisions:**

- 610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys;
- 610.021 (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore;
- 610.021(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information relating to the performance or merit of an individual employee is discussed or recorded; and/or
- 610.021(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment.

### **ADJOURNMENT**

Next Ordinance No.: 5576-17

## Supported by a National Partnership

- National Highway Traffic Safety Administration
- Bureau of Justice Assistance, US Department of Justice
- National Institute of Justice
- American Probation & Parole Association
- Federal Highway Administration
- Federal Motor Carrier Safety Administration
- Governors Highway Safety Association
- International Association of Chiefs of Police
- National District Attorneys Association
- National Sheriff's Association

These are just a few of the various associations and organizations that support **DDACTS**.

## What is DDACTS?

Data-Driven Approaches to Crime and Traffic Safety (**DDACTS**) integrates location-based crime and traffic data to establish effective and efficient methods for deploying law enforcement and other resources.

Using mapping to identify areas that have high incidences of crime and crashes, **DDACTS** uses traffic enforcement strategies that play a dual role in fighting crime and reducing crashes and traffic violations.

Drawing on the deterrent of highly visible traffic enforcement and the knowledge that crime often involves the use of motor vehicles, the goal of **DDACTS** is to reduce the incidence of crime, crashes, and traffic violations across the country.

**DDACTS** relies on prompt collection and analysis of crash and crime data to provide actionable reports that inform tactical and strategic decisions of a law enforcement agency. The model responds to the competing demands for police services that law enforcement executives face every day.

# DDACTS

## *Data-Driven Approaches To Crime and Traffic Safety*



*A Starting Point for Long-Term Change*

**Raytown Police  
Department  
1000 E 59<sup>th</sup> Street  
Raytown, Missouri 64133**

**816-737-6020**

**raytownpolice.org**

**Facebook.com/RaytownPolice**

**@RaytownPD**

## How it Works

The Raytown Police Department has identified two study areas, based on historic crime and traffic crash data for Raytown over a three year period. These areas represent an overall disproportionate volume of crime based on the size and population of the area.

Patrol officers will spend dedicated time conducting high-visibility enforcement in the treatment zones in addition to increasing patrols in these areas when they're not respond to emergency calls. Their goal is not to write tickets or make arrests (though both will be a byproduct of the increased presence), but rather to prevent crime from happening in the first place. The emphasis is on *outcomes* (reduced crime and crashes), not *outputs* (tickets and arrests).

This model does *not* require additional officers or overtime. Instead, existing resources are used in a more efficient manner.



*DDACTS Treatment Zone #1: Raytown Road between 59<sup>th</sup> St and 63<sup>rd</sup> St.*



*DDACTS Treatment Zone #2: 350 Hwy between Hunter and Arlington*

## How the Basic Traffic Stop Aids Police

Every time a Raytown police officer conducts a traffic stop, it benefits law enforcement in multiple ways:

1. It can change the driver's tendency to commit whatever violation they were stopped for.
2. It can catch someone wanted for more serious crimes.
3. The officer may gain information about a person or vehicle that may prove useful in future investigations
4. It effects people who witness the stop; passing drivers are less likely to run a light or speed when someone has just been pulled over.

## Project Evaluation

Our crime analyst will begin collecting data immediately upon implementation, which will then be used to conduct regular statistical analyses to determine effectiveness. The results of the evaluation may indicate that we need to alter our response.

DDACTS is not a temporary program, it is a long-term change in policing response.

**DRAFT**  
**MINUTES**  
**RAYTOWN BOARD OF ALDERMEN**  
**JUNE 6, 2017**  
REGULAR SESSION NO. 4  
RAYTOWN CITY HALL  
10000 EAST 59<sup>TH</sup> STREET  
RAYTOWN, MISSOURI 64133

**OPENING SESSION**  
**7:00 P.M.**

**Invocation**

Mayor Michael McDonough called the June 6, 2017 Board of Aldermen meeting to order at 7:02 p.m. Rex Block of the Raytown Community Interfaith Alliance provided the invocation and led the pledge of allegiance. Mayor McDonough called for a moment of silence for the victims of the recent terrorist attacks in London, England and recognized the 73rd anniversary of D-Day.

**Roll Call**

Roll was called by Teresa Henry, City Clerk, and the attendance was as follows:

Present: Alderman Karen Black, Alderman Frank Hunt, Alderman Jim Aziere, Alderman Jason Greene, Alderman Ryan Myers, Alderman Mark Moore, Alderman Steve Meyers, Alderman Bill Van Buskirk, Alderman Bonnaye Mims, Alderman Eric Teeman

**Proclamations/Presentations**

- ★ Proclamation recognizing Council on Aging
- ★ Swearing in of officer Erin Provost

**Public Comments**

Will Dyson, 9318 E Pleasant Ave, KCMO, representing the Silvertooth Fahey Farms Home Owners Association spoke regarding their dispute with FEMA's notice for their home owners to purchase mandatory flood insurance.

Paul Hackenberger, 10905 E 82<sup>nd</sup> Street, spoke regarding a recent break-in at his home and his experience working with the Raytown Police Department.

Mary Jane Van Buskirk, 7812 Woodson, spoke regarding code violations in the City.

**Communication from the Mayor**

The Mayor attended the following events:

May 18, Raytown Chamber and Rotary Club Charity Golf Tournament

May 20, Bark in the Park at Kenagy Park

May 20, Grand Opening of Champion Gymnastics

May 22, Grand Re-Opening of Clark's Appliances

May 29, along with Aldermen Mims, Myers, Black, and Van Buskirk attended the Memorial Day event at Colman-Livingood park

May 30, Chamber ribbon cutting of the Little Free Libraries donated by the Rotary Club to Kenagy and Colman-Livingood parks

June 2, Raytown annual Night at the Royals

June 3, Raytown annual Fishing Derby

The Mayor recognized Nancy Nail's June 4 performance as a guest soloist at the Lincoln Center, in New York City, accompanying the Rainbow Chorus.

### **Communication from the City Administrator**

The mid-year finance reporting being provided tonight is the first to be presented to the board in many years and it is planned to become a regular practice. City staff continues to work on the refinancing of the City's bonds for projects including the 350 Highway and a City-owned street sweeper. Later this week, the City Administrator will attend the Missouri Municipal League's newly elected officials training session in Columbia, MO along with Alderman Mims, Hunt, and Myers.

### **Committee Reports**

Alderman Moore thanked Lisa Crawford and code enforcement personnel for their work.

Alderman Van Buskirk gave his appreciation for the Police Department and EMS response to an incident at his office.

### **STUDY SESSION**

Mid-Year Finance Report  
Briana Burrichter, Finance Director

These reports are planned to be prepared on a quarterly basis for the Board of Alderman as well as to be posted online and in the newspaper. Any budget adjustments that come out of these reports will be brought before the Board of Aldermen. Burrichter advises that the board continue seeking more stable revenue sources. Within the TIF fund, currently uncollected amounts are considered assets because they are expected to be collected during the current fiscal year. If they are not collected the projected revenue will be adjusted.

### **LEGISLATIVE SESSION**

#### **1. CONSENT AGENDA**

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion without separate discussion or debate. The Mayor or a member of the Board of Aldermen may request that any item be removed from the consent agenda. If there is no objection by the remaining members of the board, such item will be removed from the consent agenda and considered separately. If there is an objection, the item may only be removed by a motion and vote of the board.

Approval of the Regular May 16, 2017 Board of Aldermen meeting minutes.

Alderman Black, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Black, Mims, Teeman, Hunt, Van Buskirk, Meyers, Moore, Myers, Greene, Aziere  
Nays: None

#### **REGULAR AGENDA**

#### **NEW BUSINESS**

#### **2. R-2978-17: A RESOLUTION APPROVING THE APPOINTMENT OF DAMON HODGES AS THE PUBLIC WORKS DIRECTOR FOR THE CITY. Point of Contact: Tom Cole, City Administrator.**

City Administrator, Tom Cole, remained available for any discussion.

Alderman Meyers, on behalf of the Board, thanked Jason Hanson and Tony Mesa for their work to maintain the department in the absence of a Director.

Alderman Van Buskirk, seconded by Alderman Teeman, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Van Buskirk, Teeman, Hunt, Greene, Moore, Black, Aziere, Myers, Meyers, Mims  
Nays: None

3. **R-2979-17: A RESOLUTION** AUTHORIZING AND APPROVING THE CONTINUATION OF AN AGREEMENT FOR INMATE SECURITY HOUSING SERVICES BY AND BETWEEN JOHNSON COUNTY, MISSOURI, SHERIFF'S OFFICE AND THE CITY OF RAYTOWN, MISSOURI FOR FISCAL YEAR 2016-2017 IN AN AMOUNT NOT TO EXCEED \$71,500.00. Point of Contact: Jim Lynch, Police Chief.

Chief of Police, Jim Lynch, remained available for any discussion.

Alderman Teeman, seconded by Alderman Mims, made a motion to adopt. The motion was approved by a vote of 10-0.

Ayes: Aldermen Teeman, Mims, Aziere, Greene, Meyers, Myers, Black, Hunt, Van Buskirk, Moore  
Nays: None

## **ADJOURNMENT**

Alderman Mims, seconded by Alderman Myers, made a motion to adjourn. The motion was approved by a majority of those present.

The meeting adjourned at 8:29 p.m.

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Teresa M. Henry, MRCC  
City Clerk

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date: June 14, 2017**

**Resolution No.: R-2980-17**

**To: Mayor and Board of Aldermen**

**From: Teresa Henry, City Clerk**

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Approve a resolution appointing Janet Emerson to an unexpired term on the Planning & Zoning Commission which will expire on June 1, 2018.

**Analysis:** The Raytown Zoning Ordinance calls for the City to have a Planning & Zoning Commission that has the following powers to:

1. Prepare a zoning plan for the regulation of the height, area, bulk, location and use of private, nonprofit and public structures and premises, and of population density; and
2. Make and adopt a comprehensive plan for the physical development of the City.

The Planning & Zoning Commission consists of nine (9) members all of whom must be residents of Raytown. Each of the members of the Planning & Zoning Commission are appointed by the Mayor and approved by the Board of Aldermen. Members serve staggered four-year terms.

There is currently a vacancy due to a member recently moving out of the City of Raytown. Janet Emerson has submitted an application expressing her interest and a copy is attached.

**Alternatives:** Appoint someone else.

**A RESOLUTION AUTHORIZING AND APPROVING THE APPOINTMENT OF JANET EMERSON TO THE PLANNING & ZONING COMMISSION**

**WHEREAS**, the Raytown Planning & Zoning Commission was established pursuant to Ordinance 139 which provides for the appointment of nine (9) Planning & Zoning Commission members appointed by the Mayor with the approval of the Board of Aldermen; and

**WHEREAS**, the Mayor desires to appoint Janet Emerson to a vacant term on the Planning & Zoning Commission, with such term expiring June 1, 2018 or until a successor is duly appointed; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to approve such appointment as proposed by the Mayor;

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

**THAT** Janet Emerson, 10920 East 57<sup>th</sup> Terrace, Raytown Missouri; is hereby appointed as a member of the Planning & Zoning Commission to a 4-year term ending June 1, 2018, or until a successor is duly appointed.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

\_\_\_\_\_  
Joe Willerth, City Attorney

## Teresa Henry

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**From:** Please Do Not Click Reply <support@govoffice.com>  
**Sent:** Tuesday, April 25, 2017 2:11 PM  
**To:** Teresa Henry  
**Subject:** Application for Boards, Committees and Commissions (form) has been filled out on your site.

Your Site has received new information through a form.

Form: Application for Boards, Committees and Commissions Site URL: [www.raytown.mo.us](http://www.raytown.mo.us)

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Date: April 25, 2017

Last Name: Emerson

First Name: Janet

Middle Name:

Address: 10920 East 57th Terrace

Raytown MO 64133

Phone: Day: 816-737-5050

Phone: Evening: 816-737-5050

Cell Phone Number:

Fax No.:

Email Address: [janet4raytown@gmail.com](mailto:janet4raytown@gmail.com)

Which board would you like to serve on?: Planning and Zoning

Because: I believe I have knowledge of how this Board works and would be an asset to making wise decisions.

My strength(s) on this Board/Commission will be:: I have been in government and understand the information that is needed to make the right decisions.

Education:High School/City/State/Date: Northeast High School Kansas City MO  
1961

Trade/College/University/Degree/Date: Kansas City Business College Business degree Don't remember the exact years

Post Graduate/College/Degree/Date: Many Seminars and courses throughout the years.

Current: Employer/Address/Position: Owner - Lymax's Earth, Sky & Astronomy - County of Jackson Co.- Blue Springs, MO.

Past Employer/Address/Position/Dates: City of Raytown - Alderman Ward 3 - 2013 to 2017 Mayor ProTem - 2016-2017

Past Employer/Address/Position/Dates:

Organization/Leadership Position(s)/Membership Dates (s): Current Board member of Raytown Main Street Member

Past liaison to Raytown Chamber of Commerce Past liaison to Human Relations Committee Past Member of Raytown

Farmers' Market Member of Tax Increment Financing Committee Past Member of Budget Committee Past Member of

Employment Committee If so, please explain.: No If yes, how often do you anticipate this would occur?: No

Do Not Click Reply - This e-mail has been generated from a super form.

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** June 15, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Teresa Henry, City Clerk

**Bill No.** 6444-17  
**Section No.:** IV-C-8

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Approval of an amendment to Section 2-105 of the Raytown Municipal Code regarding the adoption of personnel policy.

**Recommendation:** None.

**Analysis:** During the recodification of the Raytown Municipal Code, the Chapter 14-Personnel Code was removed to be held as a stand-alone document. The requested amendment is to correct what was overlooked during the recodification process. The current the section states:

*“The city has compiled and adopted, as if set forth in full herein, a city personnel policy manual, a copy of which is available in the office of the city clerk.*”

The proposed amendment is:

*The city has compiled and adopted, ~~as if set forth in full herein,~~ a city personnel policy manual, a copy of which is available in the office of the city clerk.*

**AN ORDINANCE AMENDING CHAPTER 2, ADMINISTRATION, ARTICLE III, DIVISION 1, OFFICERS AND EMPLOYEES, SECTION 2-105, RELATING TO THE ADOPTION OF PERSONNEL POLICY**

**WHEREAS**, the Board of Aldermen have determined as provided herein that it would be in the best interest of the health, safety and welfare of the citizens of Raytown to amend the Code of Ordinances for the City of Raytown.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**SECTION 1 – AMENDMENT OF CHAPTER 2, ARTICLE III, DIVISION 1, SECTION 2-105 OF THE CITY CODE.** Section 2-105 of the City Code is hereby amended to read as follows:

**ARTICLE III.- OFFICERS AND EMPLOYEES**

**DIVISION 1. - Generally**

1. Section 2-105. Adoption of personnel manual.

*The city has compiled and adopted a city personnel policy manual, a copy of which is available in the office of the city clerk.*

**SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 3 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 4 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED** and **APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 20<sup>th</sup> day of May, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

Approved as to Form

\_\_\_\_\_  
Teresa Henry, City Clerk

\_\_\_\_\_  
Joe Willerth, City Attorney

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** June 14, 2017

**Resolution No.:** R-2981-17

**To:** Mayor and Board of Aldermen

**From:** Jason Hanson, Interim Public Works Director

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Authorization to allocate \$18,000.00 from Professional Services for Root Treatments from Dukes Root Control. Total purchase will exceed \$15,000.00 in Fiscal Year 2016 - 2017 budget.

**Recommendation:** Staff recommends approval.

**Analysis:** Staff contacted Dukes Root Control to investigate needed repairs. Dukes developed the attached cost estimate of \$14,982.56. This cooperative contract is through the Houston-Galveston Area Cooperative. Staff is recommending BOA approval to be approximately 20% higher than this estimate (\$18,000.00), to cover unforeseen circumstances and overruns that may arise with this underground work. Current year's budget has a line item for \$30,000.00

**Alternatives:** Not perform root treatments.

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount to Spend: \$18,000.00  
Fund: Sanitary Sewer Fund  
Account Number: 501.62.00.100.52250

**Additional Reports Attached:** HGAC Buy Estimate, Dukes Guarantee, and HGAC Coop Contract.

**A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH DUKE'S ROOT CONTROL, INC. UTILIZING THE HOUSTON-GALVESTON AREA COOPERATIVE CONTRACT IN AN AMOUNT NOT TO EXCEED \$18,000.00 FOR FISCAL YEAR 2016-2017**

**WHEREAS**, the City desires to engage the services of Duke's Root Control, Inc. to provide for root control in the sanitary sewer; and

**WHEREAS**, the Scope of Work to be provided by Duke's Root Control, Inc. as described in the Agreement is set forth in the attached Exhibit "A", and;

**WHEREAS**, this scope of work was competitively bid through the Houston-Galveston Area Cooperative Contact and determined that Dukes Root Control, Inc. to be the most competitive bid; and

**WHEREAS**, the Board of Aldermen find that it is in the best interest of the citizens of the City of Raytown that the City enter into an agreement with Duke's Root Control, Inc. for root control in the sanitary sewer in an amount not to exceed \$18,000.00 for Fiscal Year 2016-2017 for such purposes; and

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

**THAT** the Agreement by and between the City of Raytown, Missouri and Duke's Root Control, Inc. for root control in the sanitary sewer in an amount not to exceed \$18,000.00 for Fiscal Year 2016-2017 is hereby authorized and approved; and

**FURTHER THAT** the City Administrator is hereby authorized to execute any and all documents necessary in connection with this Agreement and the City Clerk is authorized to attest thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Joe Willerth, City Attorney

A CONTRACT BETWEEN  
**HOUSTON-GALVESTON AREA COUNCIL**  
Houston, Texas  
AND  
**DUKE'S ROOT CONTROL, INC.**  
Syracuse, New York

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Duke's Root Control, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 1020 Hiawatha Boulevard West, Syracuse, New York 13204.

**ARTICLE 1:** **SCOPE OF SERVICES**

The parties have entered into a **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** Contract to become effective as of January 1, 2015, and to continue through December 31, 2017 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** through the **H-GAC** Contract to **END USERS**.

**ARTICLE 2:** **THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No:SC01-15, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:SC01-15, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3:** **LEGAL AUTHORITY**

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4:** **APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5:** **INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6:** **END USER AGREEMENTS**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR**.

**ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS**

**CONTRACTOR** agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

**ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

**CONTRACTOR** shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

**ARTICLE 9: REPORTING REQUIREMENTS**

**CONTRACTOR** agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.  
*EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

**ARTICLE 11: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 12: DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

**ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**, **CONTRACTOR**'s total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

**H-GAC**'s liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR**'s negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

**ARTICLE 15: TERMINATION FOR CAUSE**

**H-GAC** may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR**'S failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR**.

**ARTICLE 16: TERMINATION FOR CONVENIENCE**

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER**. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR**.

**ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

**CONTRACTOR** agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18: GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

**ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

**CONTRACTOR** agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC**'s Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC**'s order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

**ARTICLE 20:**

**LIQUIDATED DAMAGES**

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER**'s purchase order is placed.

**ARTICLE 21:**

**PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS**

**H-GAC**'s contractual requirements **DO NOT** include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER**'s purchase order.

**ARTICLE 22:**

**CHANGE OF CONTRACTOR STATUS**

**CONTRACTOR** shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

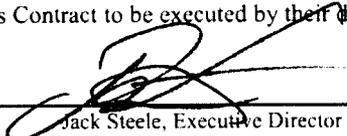
**ARTICLE 23:**

**LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]**

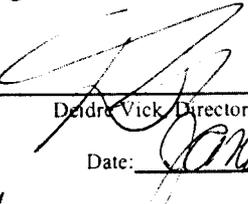
**CONTRACTOR** will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR**'S license is not renewed, or is denied or revoked, **CONTRACTOR** shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston**  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Jack Steele, Executive Director

Attest for **Houston-Galveston**  
Area Council, Houston, Texas:

  
\_\_\_\_\_  
Deidre Vick, Director of Public Services  
Date: January 28, 2015

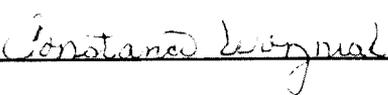
Signed for **Duke's Root Control, Inc.**  
Syracuse, New York:

  
\_\_\_\_\_

Printed Name & Title: William J. Anderson, Vice President

Date: November 20, 2014

Attest for **Duke's Root Control, Inc.**  
Syracuse, New York:

  
\_\_\_\_\_

Printed Name & Title: Constance Wozniak, Secretary / Treasurer

Date: November 20, 2014

**Attachment A**  
**Duke's Root Control, Inc.**  
**Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous**  
**Services**  
**Contract No.: SC01-15**

<b>H-GAC PRODUCT ITEM BASE OFFERING PRICES</b>		
<b>H-GAC Product Code</b>	<b>Description</b>	<b>Base Offered Price 2014</b>
<b>Duke's Root Control</b>		
<b>I. Miscellaneous Sewer Cleaning Services</b>		
<b>1003</b>	Razoroooter II - Chemical Root Control, 4" thru 9" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$1.38
<b>1004</b>	Razoroooter II - Chemical Root Control, 10" thru 12" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$1.54
<b>1005</b>	Razoroooter II - Chemical Root Control, 13" thru 16" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$2.38
<b>1006</b>	Razoroooter II - Chemical Root Control, 18" thru 22" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$3.45
<b>1007</b>	Razoroooter II - Chemical Root Control, 24" thru 30" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$5.52
<b>1008</b>	Razoroooter II - Chemical Root Control, 32" thru 36" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$5.52
<b>1009</b>	Razoroooter II - Chemical Root Control, 36" thru 48" pipe; {Minimum 3,000 Lft} (price shown is the cost per lineal foot)	\$5.52





# GUARANTEE

**We guarantee to kill all the roots in every sewer we treat and to eliminate the main line stoppages caused by live tree roots.**

If live roots are found in a sewer within six months after the application, or if a treated sewer plugs up and floods due to tree roots during the guarantee period (see below), we will **re-treat that section, at our own expense, or remit to the customer 100% of the payment we received to treat that section of sewer.**

**The decision of the customer as to the cause of the plug-up is binding.**

This guarantee applies only to sewer stoppages caused by live tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipe; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. **This guarantee applies to main line sewers only.**

## Guarantee Period

Any section of sanitary sewer we treat will not plug up and flood due to tree root obstructions for a period of **two years**. The guarantee period begins on the date of treatment, and ends two years after the date of treatment

## Extended Guarantee With Repeat Treatments

Whenever we perform a repeat application to a section of sewer within six months of the expiration of the previous guarantee, the guarantee is extended for an **additional three years**.

Re-treatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.

## Liability

Duke's is an insured, fully licensed pesticide application company, and is certified to apply EPA registered herbicides to sanitary sewers in compliance with Federal and State regulations.

Duke's accepts responsibility for any damage to above-ground vegetation. Duke's is not responsible for damages caused by sewer stoppages.



1020 Hiawatha Blvd., West • Syracuse, NY 13204-1131  
(315) 472-4781 • 800-447-6687 • Fax (315) 475-4203

**CITY OF RAYTOWN  
Request for Board Action**

**Date:** June 14, 2017 **Resolution No.:** R-2982-17  
**To:** Mayor and Board of Aldermen  
**From:** Jason Hanson, Interim Public Works Director

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Authorization to enter into an agreement with Independent Salt Company for future purchase of 700 tons of salt at the rate of \$60.88 per ton.

**Recommendation:** Staff recommends approval of the low bid.

**Analysis:** The City of Raytown staff advertised salt supply bids for the upcoming 2017-2018 winter season. Salt bids must be put out in the spring due to supply allocation procedures practiced throughout the industry.

The bid was advertised in the newspaper, on our web page, and via e-mail and phone correspondence with known salt companies in the Midwest area. Bid information was sent to seven companies and five submitted responses including two no-bids. Bids were opened on May 12, 2017, and the low bid was from Independent Salt Company in the amount of \$42,616.00 at a unit price of \$60.88 per ton.

Purchases will not occur until the beginning of the 2017-18 fiscal year. Purchasing authority will be requested prior to placing the salt order, and is pending the approval of the 2017-18 Budget.

Staff recommends approval of the agreement with Independent Salt Company.

**Alternatives:** Solicit bids later in the year - this would risk elevated costs and/or yield no bids.

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Fund: Transportation Sales Tax (Fiscal Year 2018)  
General Supplies  
Salt Contingency  
204.62.00.100.53750

Amount to Spend in FY18 = \$42,616.00 for the minimum amount of 700 tons

**Additional Reports Attached:** Tabulation of Salt Bids

**A RESOLUTION AUTHORIZING AND APPROVING AN AGREEMENT WITH INDEPENDENT SALT COMPANY FOR THE PURCHASE OF SALT FOR THE PURPOSE OF TREATING ROADS AND BRIDGES IN INCLEMENT WEATHER**

**WHEREAS**, the City of Raytown (the "City") issued an invitation to bid on its 2017-2018 Road Salt to treat roads and bridges within the City in inclement weather; and

**WHEREAS**, the Public Works Department received five (5) bids in response to the invitation and has determined that the bid submitted by Independent Salt Company in the amount of \$60.88 per ton was the most advantageous bid received; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to approve an agreement to purchase salt from Independent Salt Company in the amount of \$60.88 per ton;

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

**THAT** the Board of Aldermen find it is in the best interest of the City to authorize and approve an agreement to purchase salt from Independent Salt Company in the amount of \$60.88 per ton; and

**FURTHER THAT** the City Administrator and/or his designee, is hereby authorized to execute any and all documents and to take any and all actions necessary to effectuate the terms of the Agreement and exercise the authority granted herein on behalf of the City.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Joe Willerth, City Attorney

**Bid Tabulation**  
**2:00pm, Friday May 12, 2017**

**2017-18 ROAD SALT PURCHASE**



			1.		2.		3.	
			Independent Salt Co.		Central Salt LLC		Compass Minerals	
Description	Est. Qty.	Unit	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
1. Sodium Chloride	700	Ton	\$ 60.88	\$ 42,616.00	\$ 66.71	\$ 46,697.00	\$ 107.14	\$ 74,998.00

4.	
Morton Salt	
Bid Unit Price	Bid Price
\$ -	No Bid

5.	
Cargill Deicing Tech.	
Bid Unit Price	Bid Price
\$ -	No Bid

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** June 14, 2017 **Resolution No.:** R-2983-17  
**To:** Mayor and Board of Aldermen  
**From:** Jason Hanson, Interim Public Works Director

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Approval of emergency Sanitary Sewer Repairs to occur at 9404 & 9406 E. 82<sup>nd</sup> Street.

**Recommendation:** Authorization for sanitary sewer repairs.

**Analysis:** During post backup response inspection of the sanitary sewer line, Public Works staff identified an offset, sag and serious cracking in several areas of the sanitary main line between manhole WOW-282 and WOW-283, which is located in the area of 9404 E. 82<sup>nd</sup> Street. The defects create a significant risk for backups in the line. The recommended repair is to remove and replace approximately 125 feet of pipe to correct the offset alignment and replace the parts of the pipe that have significant sag and cracking.

Staff contacted Wiedenmann, Inc. to investigate the needed repairs. Wiedenmann, Inc. developed the attached cost estimate of \$18,680.00 to do this work. This is not a proposal or a not to exceed amount, but is a construction estimate based on a time and materials cooperative agreement being utilized through the City of Lee's Summit. Staff is recommending BOA approval to be 10% higher than this estimate, to cover unforeseen circumstances that may arise with this underground work.

**Alternatives:** N/A

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount to Spend: Not to exceed \$20,548.00  
Fund: Sewer Fund, Capital Expenditures  
501.62.00.100.53250

**Additional Reports Attached:** Wiedenmann Inc. Estimate and Location Map

**A RESOLUTION AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF SANITARY SEWER INFRASTRUCTURE REPAIR IN THE CITY OF RAYTOWN, MISSOURI FROM WIEDENMANN, INC. UTILIZING THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE PURCHASE CONTRACT AND APPROVING PROJECT EXPENSES FOR 9404 AND 9406 E. 82<sup>ND</sup> STREET IN AN AMOUNT NOT TO EXCEED \$20,548.00**

**WHEREAS**, the City of Raytown periodically identifies sanitary sewer infrastructure that needs repair beyond staff capacity; and

**WHEREAS**, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing equipment and supplies from competitive bids awarded by other governmental entities through a competitive bidding process; and

**WHEREAS**, the City of Lee's Summit, Missouri has competitively bid the repair services of water, wastewater and storm water and has determined Wiedenmann, Inc. to be the most competitive bid; and

**WHEREAS**, the City of Raytown currently has a sanitary sewer repair project located at 9404 and 9406 E. 82<sup>nd</sup> Street and would like to utilize the services of Wiedenmann, Inc. in an amount of \$18,680.00 for such purposes; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$1,868.00 to fund any changes for a total amount not to exceed \$20,548.00; and

**WHEREAS**, the Board of Aldermen finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the professional services of sanitary sewer infrastructure repair from Wiedenmann, Inc. utilizing the City of Lee's Summit, Missouri cooperative purchase contract and approve project expenses for 9404 and 9406 E. 82<sup>nd</sup> Street in an amount not to exceed \$20,548.00;

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

**THAT** the professional services of sanitary sewer infrastructure repair from Wiedenmann, Inc. utilizing the City of Lee's Summit, Missouri cooperative purchase contract and approving project expenses for 9404 and 9406 E. 82<sup>nd</sup> Street in the amount of \$18,680.00, is hereby authorized and approved; and

**FURTHER THAT**, the Board of Aldermen finds it is in the best interest of the City to authorize and approve an additional \$1,868.00 to fund any changes for a total amount not to exceed \$20,548.00; and

**FURTHER THAT** the City Administrator and/or his designee is authorized to execute all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

\_\_\_\_\_  
Joe Willerth, City Attorney

# WIEDENMANN, INC.

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950 N. Scott / PO BOX 245  
Belton, MO 64012  
816-322-1125 / Fax 816-322-1126  
[general@wiedenmanninc.com](mailto:general@wiedenmanninc.com)

May 23, 2017

Engineering Department  
10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133

Attn: Tony Mesa

RE: 82<sup>nd</sup> Street Emergency Sewer Repair

Pursuant to your request, we hereby submit the following budget price to remove and install approximately 125 lf of 8" PVC in three (3) sections on four (4) private properties. This price includes removal and reinstallation of existing fence in four (4) locations, six (6) connections to existing pipe, finish grading and seed and straw restoration  
The total budget value of this work is:

**Eighteen Thousand Six Hundred and Eighty Dollars**

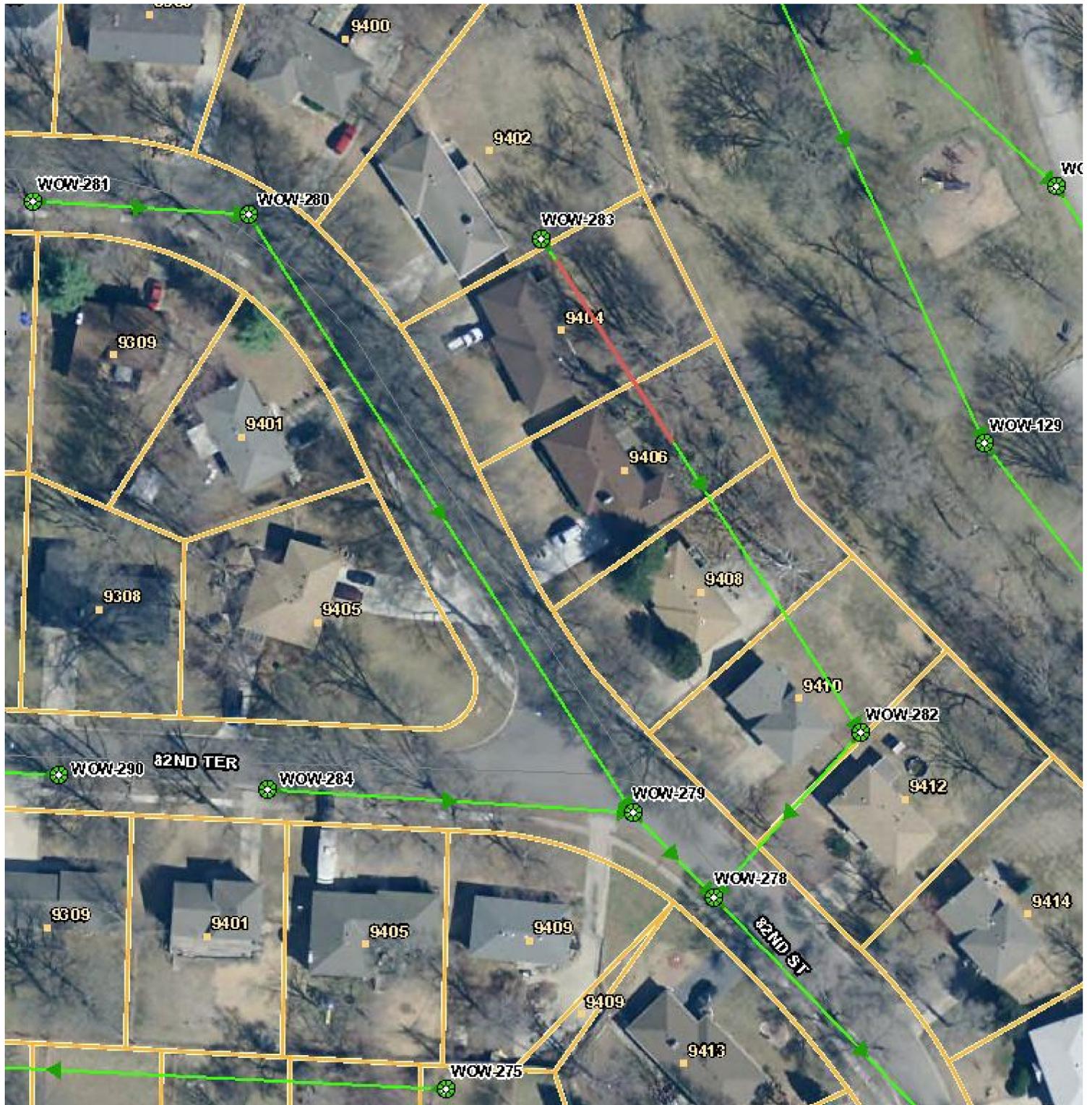
**\$18,680.00**

We understand that this is a budget price for the scope of work and the actual work will be completed per the established Maintenance Contract on a time and material basis.

We appreciate the opportunity to price and perform work for The City of Raytown.  
Please call with questions.

Sincerely  
Wiedenmann Inc.

Patti Hendrickson



**A RESOLUTION AUTHORIZING AND APPROVING THE PROFESSIONAL SERVICES OF STORM WATER INFRASTRUCTURE REPAIR IN THE CITY OF RAYTOWN, MISSOURI FROM WIEDENMANN, INC. UTILIZING THE CITY OF LEE'S SUMMIT, MISSOURI COOPERATIVE PURCHASE CONTRACT AND APPROVING PROJECT EXPENSES FOR 5736 AND 5802 MANNING IN AN AMOUNT NOT TO EXCEED \$52,130.00**

**WHEREAS**, the City of Raytown periodically identifies storm water infrastructure that needs repair beyond staff capacity; and

**WHEREAS**, the City of Raytown in the adoption of its purchasing policy has approved the practice of purchasing equipment and supplies from competitive bids awarded by other governmental entities through a competitive bidding process; and

**WHEREAS**, the City of Lee's Summit, Missouri has competitively bid the repair services of water, wastewater and storm water and has determined Wiedenmann, Inc. to be the most competitive bid; and

**WHEREAS**, the City of Raytown currently has a storm water repair project located at 5736 and 5802 Manning and would like to utilize the services of Wiedenmann, Inc. in an amount of \$45,330.00 for such purposes; and

**WHEREAS**, the Board of Aldermen find it is in the best interest of the City to authorize and approve an additional \$4,533.00 to fund any changes for a total amount not to exceed \$52,130.00; and

**WHEREAS**, the Board of Aldermen finds it is in the best interest of the citizens of the City of Raytown to authorize and approve the professional services of storm water infrastructure repair from Wiedenmann, Inc. utilizing the City of Lee's Summit, Missouri cooperative purchase contract and approve project expenses for 5736 and 5802 Manning in an amount not to exceed \$52,130.00;

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

**THAT** the professional services of storm water infrastructure repair from Wiedenmann, Inc. utilizing the City of Lee's Summit, Missouri cooperative purchase contract and approving project expenses for 5736 and 5802 Manning in the amount of \$45,330.00, is hereby authorized and approved; and

**FURTHER THAT**, the Board of Aldermen finds it is in the best interest of the City to authorize and approve an additional \$4,533.00 to fund any changes for a total amount not to exceed \$52,130.00; and

**FURTHER THAT** the City Administrator and/or his designee is authorized to execute all documents necessary to these transactions and the City Clerk is authorized to attest thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

\_\_\_\_\_  
Joe Willerth, City Attorney

**CITY OF RAYTOWN  
Request for Board Action**

**Date:** June 14, 2017

**Resolution No.:** 2984-17

**To:** Mayor and Board of Aldermen

**From:** Jason Hanson, Interim Public Works Director

**Department Head Approval:** \_\_\_\_\_

**Finance Director Approval:** \_\_\_\_\_ (only if funding is requested)

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Utilize the Storm Water Fund budget to allocate \$52,130.00 from Capital Expenditures in the Storm Water Fund for emergency storm water repairs.

**Recommendation:** Staff recommends approval as submitted.

**Analysis:** Over the past few years, sinkholes continue to appear in the backyards of 5736 & 5802 Manning and are reported to Public Works staff. Upon investigation of the sinkholes, it was found that the subgrade around the storm water corrugated metal pipe had eroded due to pipe failure. Staff has been called out numerous times to temporarily fill in sinkholes. A permanent solution is to remove and replace about 200 feet of 30" corrugated metal pipe and replace it with 30" HDPE storm water pipe.

Staff contacted Wiedenmann, Inc. to investigate the needed repairs. Wiedenmann, Inc. developed the attached cost estimate of \$45,330.00 to do this work. This is not a proposal or a not to exceed amount, but is a construction estimate based on a time and materials cooperative agreement being utilized through the City of Lee's Summit. Staff is recommending BOA approval to be 15% higher than this estimate, to cover unforeseen circumstances that may arise with this underground work.

**Alternatives:** N/A

**Budgetary Impact:**

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Amount to Spend: \$52,130.00  
Fund: Storm Water Fund  
Account Number: 401.00.00.100.53250

**Additional Reports Attached:** Wiedenmann, Inc. Estimate and Location Map

# WIEDENMANN, INC.

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950 N. Scott / PO BOX 245  
Belton, MO 64012  
816-322-1125 / Fax 816-322-1126  
[general@wiedenmanninc.com](mailto:general@wiedenmanninc.com)

May 23, 2017

Engineering Department  
10000 East 59<sup>th</sup> Street  
Raytown, Missouri 64133

Attn: Tony Mesa

RE: Manning Emergency Repair

Pursuant to your request, we hereby submit the following budget price to remove and dispose of existing pipe and installing approximately 200 lf of 30" HDPE storm sewer. This price includes removal and replacement of residential fence and gate (installing temporary dog fence), removal and replacement of one (1) 4x4 field inlet, one (1) connection to existing pipe and removal and replacement of concrete pad and seed and straw restoration.

The total budget value of this work is:

**Forty-five thousand Three Hundred Thirty Dollars**

**\$45,330.00**

We understand that this is a budget price for the scope of work and the actual work will be completed per the established Maintenance Contract on a time and material basis.

We appreciate the opportunity to price and perform work for The City of Raytown.  
Please call with questions.

Sincerely  
Wiedenmann Inc.

Patti Hendrickson



**CITY OF RAYTOWN**  
**Request for Board Action**

**Date: June 15, 2017**  
**To: Mayor and Board of Aldermen**  
**From: Tom Cole, City Administrator**

**Resolution No.: R-2985-17**

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Authorize and approve amendments to the Employee Personnel Manual Revised on December 21, 2016 relating to Section 1 – In General.

**Analysis:** The current Employee Personnel Manual was adopted by the Board of Aldermen pursuant to Resolution R-2925-16 on December 20, 2016. Per the City Code, the City Administrator is to recommend policy to the Board of Aldermen for consideration and approval.

After the current Personnel Manual's adoption, the previous Employee Committee representing each department reconvened to further review the adopted manual. During the review there were some suggested changes which are outlined below:

**Section 1 – In General**

**1-2 Non-Discrimination and Anti-Harassment Policy.**

**A. Sexual Harassment.**

Sexual harassment constitutes discrimination and is illegal under various laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or **non-verbal visual** conduct of a sexual nature. Sex-based harassment—that is, harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males)—may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

**D. Retaliation Is Prohibited.**

The City prohibits retaliation against any individual who, **in good faith**, reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action up to and including discharge.

## E. Complaint Procedure.

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action. Also, please note, applicable laws establish specific time frames for initiating a legal proceeding pursuant to those laws.

The City strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the City's policy or who have concerns about such matters should file their complaints with an appropriate management official, supervisor, a department head, the Human Resources Manager or the City Administrator before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of the Human Resources Manager or the City Administrator **if the complaint is in regard to their immediate supervisor.**

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the City strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The City will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its staff/employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as the Employer believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal to the Board of Aldermen.

Individuals who have questions or concerns about these policies should talk with the Human Resources Manager or the City Administrator.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The City prohibits disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

## **F. Policy Relating To Persons With Disabilities.**

It is the City's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Employer will provide reasonable accommodations to a qualified individual with a disability, as defined under applicable law, who has made the City aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the City.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Manager or the City Administrator. The City encourages individuals with disabilities to come forward and request reasonable accommodation.

On receipt of an accommodation request, the Human Resources Manager or the City Administrator and your supervisor, if other than the Human Resources Manager or the City Administrator, will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the City might make to help overcome those limitations.

The City will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the City's overall financial resources and organization, and the accommodation's impact on the operation of the City, including its impact on the ability of other employees to perform their duties and on the City's ability to conduct business.

The City will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision to the Board of Aldermen by submitting a written request within ten business days of the decision explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The law does not require the City to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the Human Resources Manager or the City Administrator ~~or, if necessary, the Mayor~~. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

### **1-5. Handbook Authorized.**

The personnel policies and procedures shall be established and implemented as per City Code Section 2-105, through the adoption of ordinances, where appropriate, and through a personnel handbook. The handbook will supplement and clarify the ordinances, but in the event of conflict between the two, the ordinances shall govern. **In the event a separate previously agreed upon Memorandum of Understanding (MOU) has been issued regarding any subject matter, the MOU shall govern.**

**A RESOLUTION AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO SECTION 1-IN GENERAL**

**WHEREAS**, on December 20, 2016 pursuant to Resolution R-2925-16 the Board of Aldermen approved an Employee Personnel Manual; and

**WHEREAS**, an Employee Committee reconvened to further review the adopted Personnel Manual; and

**WHEREAS**, during the Employee Committee review the attached suggested amendments to Section 1-General were either recommended by the committee as a whole or by an individual department; and

**WHEREAS**, the Board of Aldermen desire to authorize and approve the suggested amendments to Section 1-General to the Personnel Manual to be used by the City of Raytown in its day-to-day operations as attached hereto;

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

**THAT** the Board of Aldermen authorize and approve the amendments to the Personnel Manual relating to Section 1-General as attached hereto to be used by the City of Raytown in its day-to-day operations; and

**FURTHER THAT** the City Administrator and City Clerk are authorized to execute other documents necessary and incidental thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20<sup>th</sup> day of June, 2017.

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Michael McDonough, Mayor

ATTEST:

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Teresa M. Henry, City Clerk

Approved as to Form:

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Joe Willerth, City Attorney

## **Section 1 – In General**

### **1-2 Non-Discrimination and Anti-Harassment Policy.**

#### **A. Sexual Harassment.**

Sexual harassment constitutes discrimination and is illegal under various laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or **non-verbal visual** conduct of a sexual nature. Sex-based harassment—that is, harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males)—may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

#### **D. Retaliation Is Prohibited.**

The City prohibits retaliation against any individual who, **in good faith**, reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action up to and including discharge.

#### **E. Complaint Procedure.**

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action. Also, please note, applicable laws establish specific time frames for initiating a legal proceeding pursuant to those laws.

The City strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the City's policy or who have concerns about such matters should file their complaints with an appropriate management official, supervisor, a department head, the Human Resources Manager or the City Administrator before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of the Human Resources Manager or the City Administrator **if the complaint is in regard to their immediate supervisor.**

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the City strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The City will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its staff/employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as the Employer believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal to the Board of Aldermen.

Individuals who have questions or concerns about these policies should talk with the Human Resources Manager or the City Administrator.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The City prohibits disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

## **F. Policy Relating To Persons With Disabilities.**

It is the City's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Employer will provide reasonable accommodations to a qualified individual with a disability, as defined under applicable law, who has made the City aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the City.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Manager or the City Administrator. The City encourages individuals with disabilities to come forward and request reasonable accommodation.

On receipt of an accommodation request, the Human Resources Manager or the City Administrator and your supervisor, if other than the Human Resources Manager or the City Administrator, will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the City might make to help overcome those limitations.

The City will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the City's overall financial resources and organization, and the accommodation's impact on the operation of the City, including its impact on the ability of other employees to perform their duties and on the City's ability to conduct business.

The City will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision to the Board of Aldermen by submitting a written request within ten business days of the decision explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The law does not require the City to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the Human Resources Manager or the City Administrator **or, if necessary, the Mayor**. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

### **1-5. Handbook Authorized.**

The personnel policies and procedures shall be established and implemented as per City Code Section 2-105, through the adoption of ordinances, where appropriate, and through a personnel handbook. The handbook will supplement and clarify the ordinances, but in the event of conflict between the two, the ordinances shall govern. **In the event a separate previously agreed upon Memorandum of Understanding (MOU) has been issued regarding any subject matter, the MOU shall govern.**

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date: June 15, 2017**  
**To: Mayor and Board of Aldermen**  
**From: Tom Cole, City Administrator**

**Resolution No.: R-2986-17**

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Authorize and approve amendments to the Employee Personnel Manual Revised on December 21, 2016 relating to Section 2 – Provisions Applicable to All Officers and Employees.

**Analysis:** The current Employee Personnel Manual was adopted by the Board of Aldermen pursuant to Resolution R-2925-16 on December 20, 2016. Per the City Code, the City Administrator is to recommend policy to the Board of Aldermen for consideration and approval.

After the current Personnel Manual's adoption, the previous Employee Committee representing each department reconvened to further review the adopted manual. During the review there were some suggested changes which are outlined below:

**Section 2 – Provisions Applicable to All Officers and Employees**

**2-2 Nepotism.**

Members of the immediate family of the City Administrator, any Department Director, Municipal Judge, Police Chief, Human Resources Manager, and City Clerk are not eligible for employment.

Members of the immediate family of an existing employee are not eligible for employment in the same division and/or if an on-going direct or indirect supervisory relationship would result from hiring.

Members of the immediate family of an appointee to a City Board, Committee or Commission are not eligible for employment if the Committee has assigned duties or provides advisory oversight to the division in which employment is sought.

In the event these conditions are not met, including changes as a result of marriage, the affected employee(s) has 180 calendar days to conform to this policy. One immediate family member must transfer to an open position in another division or cease employment. Determination of who shall transfer or cease employment will be determined by the affected employee(s). Any such transfer will not guarantee maintenance of current rates of pay or classification. Failure to make a determination in the time allotted will result in termination of the least tenured employee.

Members of the immediate family of the City Administrator, any Department Director, Municipal Judge, Police Chief, Human Resources Manager, and City Clerk are not eligible for employment are not eligible to seek a transfer and must cease employment within 180 calendar days. Failure to cease employment will result in termination.

This policy will be in effect for any employees hired, ~~transferred or promoted~~ after December 21, 2016.

**A RESOLUTION AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO SECTION 2-PROVISIONS APPLICABLE TO ALL OFFICERS AND EMPLOYEES**

**WHEREAS**, on December 20, 2016 pursuant to Resolution R-2925-16 the Board of Aldermen approved an Employee Personnel Manual; and

**WHEREAS**, an Employee Committee reconvened to further review the adopted Personnel Manual; and

**WHEREAS**, during the Employee Committee review the attached suggested amendments to Section 2-Provisions Applicable to All Officers and Employees were either recommended by the committee as a whole or by an individual department; and

**WHEREAS**, the Board of Aldermen desire to authorize and approve the suggested amendments to Section 2-Provisions Applicable to All Officers and Employees to the Personnel Manual to be used by the City of Raytown in its day-to-day operations as attached hereto;

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

**THAT** the Board of Aldermen authorize and approve the amendments to the Personnel Manual relating to Section 2-Provisions Applicable to All Officers and Employees as attached hereto to be used by the City of Raytown in its day-to-day operations; and

**FURTHER THAT** the City Administrator and City Clerk are authorized to execute other documents necessary and incidental thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20<sup>th</sup> day of June, 2017.

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Michael McDonough, Mayor

ATTEST:

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Teresa M. Henry, City Clerk

Approved as to Form:

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Joe Willerth, City Attorney

## **Section 2 – Provisions Applicable to All Officers and Employees**

### **2-2 Nepotism.**

Members of the immediate family of the City Administrator, any Department Director, Municipal Judge, Police Chief, Human Resources Manager, and City Clerk are not eligible for employment.

Members of the immediate family of an existing employee are not eligible for employment in the same division and/or if an on-going direct or indirect supervisory relationship would result from hiring.

Members of the immediate family of an appointee to a City Board, Committee or Commission are not eligible for employment if the Committee has assigned duties or provides advisory oversight to the division in which employment is sought.

In the event these conditions are not met, including changes as a result of marriage, the affected employee(s) has 180 calendar days to conform to this policy. One immediate family member must transfer to an open position in another division or cease employment. Determination of who shall transfer or cease employment will be determined by the affected employee(s). Any such transfer will not guarantee maintenance of current rates of pay or classification. Failure to make a determination in the time allotted will result in termination of the least tenured employee.

Members of the immediate family of the City Administrator, any Department Director, Municipal Judge, Police Chief, Human Resources Manager, and City Clerk are not eligible for employment are not eligible to seek a transfer and must cease employment within 180 calendar days. Failure to cease employment will result in termination.

This policy will be in effect for any employees hired, ~~transferred or promoted~~ after December 21, 2016.

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date: June 15, 2017**  
**To: Mayor and Board of Aldermen**  
**From: Tom Cole, City Administrator**

**Resolution No.: R-2987-17**

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Authorize and approve amendments to the Employee Personnel Manual Revised on December 21, 2016 relating to Section 3 – Provisions Applicable to Unclassified Employees.

**Analysis:** The current Employee Personnel Manual was adopted by the Board of Aldermen pursuant to Resolution R-2925-16 on December 20, 2016. Per the City Code, the City Administrator is to recommend policy to the Board of Aldermen for consideration and approval.

After the current Personnel Manual's adoption, the previous Employee Committee representing each department reconvened to further review the adopted manual. During the review there were some suggested changes which are outlined below:

**Section 3. Provisions Applicable to Unclassified Employees**

**3-4. Evaluation of Department Heads.**

- (a) It is the City's policy to provide a compensation package to the Department Heads which will allow the City to compete with other private and public employers in the area for executive level personnel. The City recognizes that the compensation package will require periodic review and adjustment in order to remain competitive and that the performance of the Department Head should be considered in connection with such review.
- (b) The City Administrator shall review the performance of each appointed Department Head each year and shall make recommendations to the Board of Aldermen concerning the compensation and benefit package for each Department Head. **While the City generally provides annual cost of living wage adjustments, merit increases may be made at the discretion of the City Administrator based on budget availability.** As part of such review, the City Administrator shall meet with the various appointed Department Heads concerning his evaluation of the incumbent's performance, communicating his perception of that employee's strengths and weaknesses to the incumbent and to the Board of Aldermen. Such reviews and reports to the Board of Aldermen shall not be open to the public; provided, however, that adjustments in the compensation package and/or salary adjustments, if any, shall be a public record as provided by law.

**3-5. Evaluation of Department Employees.**

- (a) **All Department Directors shall review the performance of each Department employee each year and shall make recommendations to the City Administrator and Human Resources Manager regarding compensation and performance. While the City generally provides annual cost of living wage adjustments, merit increases may be made at the discretion of the City Administrator and Department Director based on budget availability. As part of such review, the Department Director shall meet with the individual employees concerning the evaluation of the incumbent's performance, communicating the perception of that employee's strengths and weaknesses to the incumbent and to the Human Resources Manager. Such reviews and reports shall be kept in the employees personnel file by the Human Resources Manager.**

**A RESOLUTION AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO SECTION 3-PROVISIONS APPLICABLE TO UNCLASSIFIED EMPLOYEES**

**WHEREAS**, on December 20, 2016 pursuant to Resolution R-2925-16 the Board of Aldermen approved an Employee Personnel Manual; and

**WHEREAS**, an Employee Committee reconvened to further review the adopted Personnel Manual; and

**WHEREAS**, during the Employee Committee review the attached suggested amendments to Section 3-Provisions Applicable to Unclassified Employees were either recommended by the committee as a whole or by an individual department; and

**WHEREAS**, the Board of Aldermen desire to authorize and approve the suggested amendments to Section 3-Provisions Applicable to Unclassified Employees to the Personnel Manual to be used by the City of Raytown in its day-to-day operations as attached hereto;

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

**THAT** the Board of Aldermen authorize and approve the amendments to the Personnel Manual relating to Section 3-Provisions Applicable to Unclassified Employees as attached hereto to be used by the City of Raytown in its day-to-day operations; and

**FURTHER THAT** the City Administrator and City Clerk are authorized to execute other documents necessary and incidental thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Joe Willerth, City Attorney

### Section 3. Provisions Applicable to Unclassified Employees

#### 3-4. Evaluation of Department Heads.

- (a) It is the City's policy to provide a compensation package to the Department Heads which will allow the City to compete with other private and public employers in the area for executive level personnel. The City recognizes that the compensation package will require periodic review and adjustment in order to remain competitive and that the performance of the Department Head should be considered in connection with such review.
- (b) The City Administrator shall review the performance of each appointed Department Head each year and shall make recommendations to the Board of Aldermen concerning the compensation and benefit package for each Department Head. **While the City generally provides annual cost of living wage adjustments, merit increases may be made at the discretion of the City Administrator based on budget availability.** As part of such review, the City Administrator shall meet with the various appointed Department Heads concerning his evaluation of the incumbent's performance, communicating his perception of that employee's strengths and weaknesses to the incumbent and to the Board of Aldermen. Such reviews and reports to the Board of Aldermen shall not be open to the public; provided, however, that adjustments in the compensation package and/or salary adjustments, if any, shall be a public record as provided by law.

#### 3-5. Evaluation of Department Employees.

- (a) **All Department Directors shall review the performance of each Department employee each year and shall make recommendations to the City Administrator and Human Resources Manager regarding compensation and performance. While the City generally provides annual cost of living wage adjustments, merit increases may be made at the discretion of the City Administrator and Department Director based on budget availability. As part of such review, the Department Director shall meet with the individual employees concerning the evaluation of the incumbent's performance, communicating the perception of that employee's strengths and weaknesses to the incumbent and to the Human Resources Manager. Such reviews and reports shall be kept in the employees personnel file by the Human Resources Manager.**

## Section 4 – Provisions Applicable to Classified Employees

### EMPLOYMENT

#### 4-3. Recruitment.

The City Administrator or his delegate is responsible for recruiting and application completion for all applicants. The City Administrator or his delegate is exclusively authorized to contact outside employee sources. For this purpose, “delegate” refers to the Human Resources Manager and/or Department Heads.

#### 4-4. Applications.

Unless otherwise delegated to a Department Head, Applications shall be on the forms prescribed by the City Administrator or his delegate. All employment is contingent upon the veracity of statement made thereon as certified by the applicant’s signature.

### OUTSIDE EMPLOYMENT

#### 4-7. Permission and Restrictions.

Outside employment constitutes a City employee being self-employed or holding a second job with another employer. Outside employment by a full-time employee is permitted only when such outside employment: (1) is considered secondary to service with the City; (2) does not interfere with the performance of duties for the City; and (3) no legal, financial, or ethical conflicts of interest result from such dual employment. No employee will perform any work for any outside agency during their established work period. No employee will be exempt from performing overtime duty because of outside employment commitments. A written request/notification must be submitted and approved by an employee’s Department Head prior to an employee becoming self-employed or accepting outside employment. This is not required for small “odd jobs” similar to mowing, painting, multi-level marketing sales, etc that occur on the employees personal/off-hours time.

### PROBATIONARY PERIOD

#### 4-11. Duration.

- (d) During a probationary period, the City will endeavor to review the performance of the probationary employee on a monthly basis ~~using a City-provided~~ utilizing a standard department evaluation form submitted to Human Resources.

### RECORDS AND REPORTS

#### 4-12. Personnel Records.

- (b) Unless otherwise specified by the City Administrator and described in Department Policy, all documents, reports, forms and papers gathered during any internal investigation relating to personnel or disciplinary action shall become part of the City’s personnel records, and a copy of the final report shall be included in the personnel file of any employee affected by the investigation.

#### 4-14. Effective Dates for Salary Changes.

Salary changes for all classified employees shall be effective not sooner than the beginning of the pay period during which the appropriate form is processed and approved. The human resources office shall provide the appropriate Department Head with employee performance evaluation forms which shall be returned to the human resources office prior to the effective date. Only under approval of the City Administrator and with extenuating circumstances, may an employee commence additional

duties agreed upon in employment without being compensated as the result of a position change or promotion.

**BENEFITS**

**4-15. Policy.**

- (c) Holiday Pay. An employee whose regular work day falls on any City-recognized holiday shall receive their regular pay plus holiday pay for the hours worked, but not to exceed the amount of hours of their normal work schedule.

Any 24-hour employee not working the holiday is to receive 8 hours holiday pay at straight time. Any 24-hour employee working the holiday receives pay for working plus time and a half for holiday pay. This is an incentive for crews to cover open shifts on the holidays.

- (k) In the rare event of early closure due to weather, natural disaster or unforeseen circumstances, the employees shall be compensated for the entire day as to avoid financial hardship if the employee has already made it to the location of employment (City Hall, Public Works Garage, EMS Facility, Police Department, Parks Facility, etc.)

**4-17. Vacation.**

- (a) *Amount:*

- (1) Employees in the classified service and unclassified service (excluding elected employees) employed at work on a regular basis of at least forty (40) hours per week, but not on a 24 hour shift, shall earn vacation time at the following rate, up to a maximum accumulation of two hundred eighty (280) hours:

Classified and Unclassified Employees on shifts less than 24 hours		
Months of Service	Accrual Hours Per Payroll	Max Amount of Accrual Hours
0 – 59	3.7	280
60 – 119	4.7	280
120 – 179	5.6	280
180 – 239	6.5	280
240 +	7.4	280

- (2) Employees in the classified service employed to work on a regular basis of a twenty-four-hour shift day, **and any member of Emergency Medical Services employed prior to January 1, 2017** shall earn vacation time at the following rate up to a maximum accumulation of two hundred eighty-eight (288) hours:

Classified Employees on scheduled to work 24 Hour Shifts		
Months of Service	Accrual Hours Per Payroll	Max Amount of Accrual Hours
0 – 59	4.7	288
60 – 119	6.5	288
120 – 179	8.3	288
180 – 239	10.2	288
240 +	12	288

(c) *When taken:*

- (3) Each Department Head shall schedule vacation leave **on a first come, first served basis. with particular regard to the seniority of employees.**

#### **4-18. Sick Leave.**

Paid sick leave is not required by law and is provided for the benefit of the employee. The City reserves the right to control how, when and in what increments sick leave may be used.

(a) *Amount:*

- (1) Employees in the classified service and the unclassified service, but excluding elected employees, employed to work on a regular basis of forty (40) hours per week, five (5) days per week, shall earn sick leave at the rate of three and seven tenths (3.7) hours per pay period.
- (2) Employees in the classified service, employed to work on a regular basis of a twenty-four-hour shift day, **and any member of Emergency Medical Services employed prior to December 21, 2016** shall earn sick leave at the rate of five and one tenth (5.1) hours per pay period.

(h) *Sick leave accumulation:*

- (1) There will be a cap of 1,040 hours placed on sick leave accrual. This cap will be enforced on the last pay period of the fiscal year. Any amount accrued over the cap will be adjusted off.
- (2) Current employees, as **of December 21, 2016**, with more than 1,040 hours will not lose any accrued time but they will not accrue additional leave until they drop below the cap.

(n) ***Sick leave may be used to augment bereavement.***

#### **4.19. Leaves of Absence.**

(f) *Bereavement leave.*

- (1) Employees are allowed up to three consecutive days off from regularly scheduled duty with regular pay in the event of the death of an immediate family member as defined previously. **~~To be eligible for paid bereavement leave, the employee must attend the funeral of the deceased relative.~~**

### **CITIZENS PERSONNEL COMPLAINTS**

#### **4-28. Purpose.**

It is recognized that many citizens will evaluate the municipal government upon the basis of their observation of and interaction with municipal employees. Therefore, employees should at all times perform their duties efficiently, effectively and with due consideration to the rights of the citizens involved.

**This provision excludes the Police Department as they host a separate internal affairs procedure.**

#### **4-29. Complaints in Writing.**

~~Unless otherwise addressed in Department policy,~~ all citizens complaints shall be submitted in writing for submission and contain a brief statement of the facts, the complaint and the requests or recommendations, if any, and shall be sworn to by the complainant to be true to the best knowledge and belief of the complainant ~~before a notary public.~~

#### **4-30. Delivery.**

~~Unless otherwise addressed in Department policy, any~~ such written, ~~notarized~~ complaint shall be delivered to the office of the City Administrator, or his delegate, and any complaint which is misdirected by any citizen by delivery to any other person in the municipal service shall promptly be forwarded to the City Administrator, or his delegate. Failure to forward written complaints shall constitute grounds for disciplinary action.

#### **4-31. City Administrator's Duties.**

~~Unless otherwise delegated to a Department Head and described in Department policy,~~ it shall be the duty of the City Administrator or his delegate, upon receipt of any complaint, to initiate an investigation. Upon conclusion of the investigation, the City Administrator or his delegate may find the complaint to be without merit, take corrective action as he deems appropriate, or take appropriate disciplinary action against the employee involved.

### **DISCIPLINARY POLICY**

#### **4-39. Employee Discipline.**

Occasionally an employee must face discipline for actions that fail to conform to the conduct or performance expected of a City employee in the employee's position. Only a small percentage of employees ever become involved in such actions.

The primary objective of the City's disciplinary process is to correct the problem. Depending on the type of employee and the seriousness of the act, the following disciplinary measures may be implemented: Remedial training, Counseling, Verbal Reprimand, Written Reprimand, Suspension With Pay, Suspension Without Pay, Demotion, or Termination.

Employees who do not have a separate, individual written employment contract or collective bargaining agreement are employed at the will of the City and are subject to termination at any time, for any reason, with or without cause or notice.

Nothing contained in this Handbook, employment applications, memorandums or other material provided to employees in connection with their employment shall require the City to have "just cause" to terminate employees or otherwise restrict the City's right to terminate an employee at any time or for any reason. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the City's right to terminate at will.

In certain instances, the City may use a progressive disciplinary approach to discipline. The City is not obligated to use any or all of the progressive disciplinary steps available and may begin the disciplinary process at any level, up to and including immediate discharge, depending, among other things, on the severity of the conduct, the employee's prior work performance and disciplinary history, the employee's length of service and any mitigating or other individual circumstances. Other tools which may be utilized by the City include:

- Probation period in conjunction with disciplinary action. In conjunction with an employee receiving disciplinary action, the Department Head may impose a probationary period. The reasons for the probationary period, as well as the length and desired outcomes, will be included in the written disciplinary action.
- Decision-making leave. Decision-making leave with pay may be appropriate in some situations. It may be used alone, as an alternative to other types of discipline or in combination with other forms of discipline. The purpose of decision-making leave with pay is to give employees time to decide if they wish to remain employed by the City, and if so, whether they can and will correct their behavior.
- Administrative leave. During an investigation into alleged offenses or violations of City policies, the City may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay.

### **Supervisory / Managerial Responsibilities.**

All employees with the responsibility and authority to supervise and direct employees under their control shall attempt to resolve issues at the lowest possible supervisory level by administering policies and procedures within their scope of authority; documenting their subordinates' job performance, conduct and behavior as appropriate; properly conducting evaluations of subordinates in a timely manner; recommending discipline of subordinates as required under their departmental and/or City policies and procedures.

Supervisors finding the need to discipline a subordinate, at a level above counseling, will prepare a memo to their Department Head outlining: the problem(s), the offense(s) the employee is alleged to have committed and/or policies violated, the actions taken by the supervisor to address the problem(s) and any recommendation for discipline the supervisor believes appropriate for the offense(s). This packet should be forwarded through the supervisor's chain of command to the Department Head for evaluation.

The Department Head will review the packet for thoroughness and accuracy, as well as the appropriateness of the discipline recommended. The Human Resources Department is available for consultation if needed.

The Department Head will forward his recommendation for discipline to the City Administrator for review.

The City Administrator will review the recommendation and may concur, reject, or modify it. Once the City Administrator determines the course of action, the discipline can be imposed, and the employee notified of the decision.

All forms of discipline should be documented and be placed in the employee's personnel file. A copy of all disciplinary memos will ordinarily be provided to the employee prior to inclusion in their file.

**This provision excludes the Police Department as they host a separate Internal Affairs procedure.**

#### **4-40. Procedure For Appealing Disciplinary Actions.**

Disciplinary actions resulting in dismissal, suspension without pay, or demotion may be appealed by the affected employee pursuant to the process set out below. The time limits set forth in the appeal procedure must be adhered to by both the employee and the appropriate supervisory and administrative personnel unless extended for good cause by the Human Resources Manager. The failure of the employee to process the appeal in a timely manner to the next level shall constitute a withdrawal of the appeal. The failure of supervisory or administrative personnel to respond in a timely manner to an appeal shall constitute authorization for the employee to process the appeal to the next step.

##### **Step One:**

The employee may present a written appeal to the Department Head or equivalent within five (5) working days from the date of the disciplinary action. The appeal shall contain a clear and concise statement of why the disciplinary action is inappropriate. Within ten (10) working days of the date of the appeal, a written decision shall be mailed to the employee.

##### **Step Two:**

If the employee is not satisfied with the step one decision, the employee may present a written request for a hearing before the City Administrator or designee. The request for a hearing must state with particularity why the disciplinary action was inappropriate and/or why the decision of the step one official should be changed. The request must be made within five (5) working days following the date of the appealed decision. The City Administrator shall, in his or her discretion, either hear the appeal in person or appoint a delegate(s) to hear the appeal. The hearing shall be conducted pursuant to the procedure set out below.

##### **Step Three:**

~~If the employee is not satisfied with the step two decision, a written appeal may be made to the Mayor of the City within five (5) working days of the date of the step two decision and must state why such decision is incorrect. The review by the Mayor shall be based solely upon the step two record and shall not include any new issue or evidence. Within a reasonable period of time, not to exceed thirty (30) days following the date of the appeal, a written decision shall be mailed to the employee. The decision of the Mayor is final.~~

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date: June 15, 2017**  
**To: Mayor and Board of Aldermen**  
**From: Tom Cole, City Administrator**

**Resolution No.: R-2988-17**

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Authorize and approve amendments to the Employee Personnel Manual Revised on December 21, 2016 relating to Section 4 - Provisions Applicable to Classified Employees.

**Analysis:** The current Employee Personnel Manual was adopted by the Board of Aldermen pursuant to Resolution R-2925-16 on December 20, 2016. Per the City Code, the City Administrator is to recommend policy to the Board of Aldermen for consideration and approval.

After the current Personnel Manual's adoption, the previous Employee Committee representing each department reconvened to further review the adopted manual. During the review there were some suggested changes which are outlined below:

**Section 4 – Provisions Applicable to Classified Employees**

**EMPLOYMENT**

**4-3. Recruitment.**

The City Administrator or his delegate is responsible for recruiting and application completion for all applicants. The City Administrator or his delegate is exclusively authorized to contact outside employee sources. **For this purpose, “delegate” refers to the Human Resources Manager and/or Department Heads.**

**4-4. Applications.**

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**OUTSIDE EMPLOYMENT**

**4-7. Permission and Restrictions.**

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## **PROBATIONARY PERIOD**

### **4-11. Duration.**

- (d) During a probationary period, the City will endeavor to review the performance of the probationary employee on a monthly basis ~~using a City-provided~~ **utilizing a standard department evaluation form** submitted to Human Resources.

## **RECORDS AND REPORTS**

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## **BENEFITS**

### **4-15. Policy.**

- (c) Holiday Pay. An employee whose regular work day falls on any City-recognized holiday shall receive their regular pay plus holiday pay for the hours worked, but not to exceed the amount of hours of their normal work schedule.

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**4-17. Vacation.**

(a) *Amount:*

- (1) Employees in the classified service and unclassified service (excluding elected employees) employed at work on a regular basis of at least forty (40) hours per week, but not on a 24 hour shift, shall earn vacation time at the following rate, up to a maximum accumulation of two hundred eighty (280) hours:

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#### **4-30. Delivery.**

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Employees who do not have a separate, individual written employment contract or collective bargaining agreement are employed at the will of the City and are subject to termination at any time, for any reason, with or without cause or notice.

Nothing contained in this Handbook, employment applications, memorandums or other material provided to employees in connection with their employment shall require the City to have "just cause" to terminate employees or otherwise restrict the City's right to terminate an employee at any time or for any reason. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the City's right to terminate at will.

In certain instances, the City may use a progressive disciplinary approach to discipline. The City is not obligated to use any or all of the progressive disciplinary steps available and may begin the disciplinary process at any level, up to and including immediate discharge, depending, among other things, on the severity of the conduct, the employee's prior work performance and disciplinary history, the employee's length of service and any mitigating or other individual circumstances. Other tools which may be utilized by the City include:

- Probation period in conjunction with disciplinary action. In conjunction with an employee receiving disciplinary action, the Department Head may impose a probationary period. The reasons for the probationary period, as well as the length and desired outcomes, will be included in the written disciplinary action.
- Decision-making leave. Decision-making leave with pay may be appropriate in some situations. It may be used alone, as an alternative to other types of discipline or in combination with other forms of discipline. The purpose of decision-making leave with pay is to give employees time to decide if they wish to remain employed by the City, and if so, whether they can and will correct their behavior.

- Administrative leave. During an investigation into alleged offenses or violations of City policies, the City may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay.

### **Supervisory / Managerial Responsibilities.**

All employees with the responsibility and authority to supervise and direct employees under their control shall attempt to resolve issues at the lowest possible supervisory level by administering policies and procedures within their scope of authority; documenting their subordinates' job performance, conduct and behavior as appropriate; properly conducting evaluations of subordinates in a timely manner; recommending discipline of subordinates as required under their departmental and/or City policies and procedures.

Supervisors finding the need to discipline a subordinate, at a level above counseling, will prepare a memo to their Department Head outlining: the problem(s), the offense(s) the employee is alleged to have committed and/or policies violated, the actions taken by the supervisor to address the problem(s) and any recommendation for discipline the supervisor believes appropriate for the offense(s). This packet should be forwarded through the supervisor's chain of command to the Department Head for evaluation.

The Department Head will review the packet for thoroughness and accuracy, as well as the appropriateness of the discipline recommended. The Human Resources Department is available for consultation if needed.

The Department Head will forward his recommendation for discipline to the City Administrator for review.

The City Administrator will review the recommendation and may concur, reject, or modify it. Once the City Administrator determines the course of action, the discipline can be imposed, and the employee notified of the decision.

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### **4-40. Procedure For Appealing Disciplinary Actions.**

Disciplinary actions resulting in dismissal, suspension without pay, or demotion may be appealed by the affected employee pursuant to the process set out below. The time limits set forth in the appeal procedure must be adhered to by both the employee and the appropriate supervisory and administrative personnel unless extended for good cause by the Human Resources Manager. The failure of the employee to process the appeal in a timely manner to the next level shall constitute a withdrawal of the appeal. The failure of supervisory or administrative personnel to respond in a timely manner to an appeal shall constitute authorization for the employee to process the appeal to the next step.

#### **Step One:**

The employee may present a written appeal to the Department Head or equivalent within five (5) working days from the date of the disciplinary action. The appeal shall contain a clear and concise statement of why the disciplinary action is inappropriate. Within ten (10) working days of the date of the appeal, a written decision shall be mailed to the employee.

## Step Two:

If the employee is not satisfied with the step one decision, the employee may present a written request for a hearing before the City Administrator or designee. The request for a hearing must state with particularity why the disciplinary action was inappropriate and/or why the decision of the step one official should be changed. The request must be made within five (5) working days following the date of the appealed decision. The City Administrator shall, in his or her discretion, either hear the appeal in person or appoint a delegate(s) to hear the appeal. The hearing shall be conducted pursuant to the procedure set out below.

## ~~Step Three:~~

~~If the employee is not satisfied with the step two decision, a written appeal may be made to the Mayor of the City within five (5) working days of the date of the step two decision and must state why such decision is incorrect. The review by the Mayor shall be based solely upon the step two record and shall not include any new issue or evidence. Within a reasonable period of time, not to exceed thirty (30) days following the date of the appeal, a written decision shall be mailed to the employee. The decision of the Mayor is final.~~

**A RESOLUTION AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO SECTION 4-PROVISIONS APPLICABLE TO CLASSIFIED EMPLOYEES**

**WHEREAS**, on December 20, 2016 pursuant to Resolution R-2925-16 the Board of Aldermen approved an Employee Personnel Manual; and

**WHEREAS**, an Employee Committee reconvened to further review the adopted Personnel Manual; and

**WHEREAS**, during the Employee Committee review the attached suggested amendments to Section 4-Provisions Applicable to Classified Employees were either recommended by the committee as a whole or by an individual department; and

**WHEREAS**, the Board of Aldermen desire to authorize and approve the suggested amendments to Section 4-Provisions Applicable to Classified Employees to the Personnel Manual to be used by the City of Raytown in its day-to-day operations as attached hereto;

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

**THAT** the Board of Aldermen authorize and approve the amendments to the Personnel Manual relating to Section 4-Provisions Applicable to Classified Employees as attached hereto to be used by the City of Raytown in its day-to-day operations; and

**FURTHER THAT** the City Administrator and City Clerk are authorized to execute other documents necessary and incidental thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Joe Willerth, City Attorney

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** June 15, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Tom Cole, City Administrator

**Resolution No.:** R-2989-17

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Authorize and approve amendments to the Employee Personnel Manual Revised on December 21, 2016 relating to Section 5 – Compensation and Classification Plan.

**Analysis:** The current Employee Personnel Manual was adopted by the Board of Aldermen pursuant to Resolution R-2925-16 on December 20, 2016. Per the City Code, the City Administrator is to recommend policy to the Board of Aldermen for consideration and approval.

After the current Personnel Manual's adoption, the previous Employee Committee representing each department reconvened to further review the adopted manual. During the review there were some suggested changes which are outlined below:

**5. COMPENSATION AND CLASSIFICATION PLAN**

**5-8. Working Hours.**

- (b) City offices serving the public shall be open and staffed each working day, from 8:00 a.m. to 5:00 p.m., Monday through Friday. The City Hall hours will be posted on all City Hall entrances. **Barring any unforeseen circumstances, all City Departments should be available by telephone during working hours.**

**A RESOLUTION AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO SECTION 5-COMPENSATION AND CLASSIFICATION PLAN**

**WHEREAS**, on December 20, 2016 pursuant to Resolution R-2925-16 the Board of Aldermen approved an Employee Personnel Manual; and

**WHEREAS**, an Employee Committee reconvened to further review the adopted Personnel Manual; and

**WHEREAS**, during the Employee Committee review the attached suggested amendments to Section 5-Compensation and Classification Plan were either recommended by the committee as a whole or by an individual department; and

**WHEREAS**, the Board of Aldermen desire to authorize and approve the suggested amendments to Section 5-Compensation and Classification Plan to the Personnel Manual to be used by the City of Raytown in its day-to-day operations as attached hereto;

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

**THAT** the Board of Aldermen authorize and approve the amendments to the Personnel Manual relating to Section 5-Compensation and Classification Plan as attached hereto to be used by the City of Raytown in its day-to-day operations; and

**FURTHER THAT** the City Administrator and City Clerk are authorized to execute other documents necessary and incidental thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Joe Willerth, City Attorney

## **5. COMPENSATION AND CLASSIFICATION PLAN**

### **5-8. Working Hours.**

- (b) City offices serving the public shall be open and staffed each working day, from 8:00 a.m. to 5:00 p.m., Monday through Friday. The City Hall hours will be posted on all City Hall entrances. **Barring any unforeseen circumstances, all City Departments should be available by telephone during working hours.**

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date: June 15, 2017**  
**To: Mayor and Board of Aldermen**  
**From: Tom Cole, City Administrator**

**Resolution No.: R-2990-17**

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Authorize and approve amendments to the Employee Personnel Manual Revised on December 21, 2016 relating to Section 6 – Violence in the Workplace.

**Analysis:** The current Employee Personnel Manual was adopted by the Board of Aldermen pursuant to Resolution R-2925-16 on December 20, 2016. Per the City Code, the City Administrator is to recommend policy to the Board of Aldermen for consideration and approval.

After the current Personnel Manual's adoption, the previous Employee Committee representing each department reconvened to further review the adopted manual. During the review there were some suggested changes which are outlined below:

**Section 6 – Violence in the Workplace**

**6-2. Definitions.**

The following words, terms, and phrases, when used in this article, shall have the meanings set out in this section, unless the context clearly indicates otherwise:

*Harassment.* Conduct that is unwelcome and may create an intimidating, hostile or offensive work environment.

*Intimidation.* Actions that are intended to influence another's behavior by use of fear.

*Physical attack.* Unwanted or hostile physical contact such as hitting, fighting, pushing, shoving, biting, spitting, and throwing objects.

*Property damage.* Intentional damage to property, which includes property owned by the City, employees, citizens or other persons.

*Threat.* The expression of intent to cause physical or mental harm. An expression constitutes a threat without regard as to whether the party communicating the threat has the present ability to carry it out and without regard as to whether the expression is contingent, conditional or future.

*Workplace violence.* Includes but is not limited to harassment, **intimidation**, threats, physical attack or property damage.

**6-3. Prohibited Actions.**

- (a) It is a violation of this policy to engage in any act of workplace violence, except for law enforcement personnel as authorized by law and within the confines of the law enforcement agency policies.
- (b) No employee or third party, excluding law enforcement personnel is permitted to bring weapons or firearms into the workplace, **or onto the City's property**, or within City vehicles.

- (c) Any person who poses a threat to himself or others shall be removed from the premises and shall remain off City premises pending notification from the respective Department Head, City Administrator or other authorized personnel.
- (d) The City will initiate an appropriate response that may include, but is not limited to, reassignment of job duties, suspension or termination of employment, suspension and/or termination of any business relationship, and/or criminal prosecution of the person or persons involved.

It is a violation of this policy to engage in any act of workplace violence, except for law enforcement personnel as authorized by law and within the confines of the law enforcement agency policies, and for EMS personnel acting within department policy and protocols, and within the line of duty.

**A RESOLUTION AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO SECTION 6-VIOLENCE IN THE WORKPLACE**

**WHEREAS**, on December 20, 2016 pursuant to Resolution R-2925-16 the Board of Aldermen approved an Employee Personnel Manual; and

**WHEREAS**, an Employee Committee reconvened to further review the adopted Personnel Manual; and

**WHEREAS**, during the Employee Committee review the attached suggested amendments to Section 6-Violence in the Workplace were either recommended by the committee as a whole or by an individual department; and

**WHEREAS**, the Board of Aldermen desire to authorize and approve the suggested amendments to Section 6-Violence in the Workplace to the Personnel Manual to be used by the City of Raytown in its day-to-day operations as attached hereto;

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

**THAT** the Board of Aldermen authorize and approve the amendments to the Personnel Manual relating to Section 6-Violence in the Workplace as attached hereto to be used by the City of Raytown in its day-to-day operations; and

**FURTHER THAT** the City Administrator and City Clerk are authorized to execute other documents necessary and incidental thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Joe Willerth, City Attorney

## Section 6 – Violence in the Workplace

### 6-2. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings set out in this section, unless the context clearly indicates otherwise:

*Harassment.* Conduct that is unwelcome and may create an intimidating, hostile or offensive work environment.

*Intimidation.* Actions that are intended to influence another's behavior by use of fear.

*Physical attack.* Unwanted or hostile physical contact such as hitting, fighting, pushing, shoving, biting, spitting, and throwing objects.

*Property damage.* Intentional damage to property, which includes property owned by the City, employees, citizens or other persons.

*Threat.* The expression of intent to cause physical or mental harm. An expression constitutes a threat without regard as to whether the party communicating the threat has the present ability to carry it out and without regard as to whether the expression is contingent, conditional or future.

*Workplace violence.* Includes but is not limited to harassment, **intimidation**, threats, physical attack or property damage.

### 6-3. Prohibited Actions.

- (a) It is a violation of this policy to engage in any act of workplace violence, except for law enforcement personnel as authorized by law and within the confines of the law enforcement agency policies.
- (b) No employee or third party, excluding law enforcement personnel is permitted to bring weapons or firearms into the workplace, ~~or onto the City's property~~, or within City vehicles.
- (c) Any person who poses a threat to himself or others shall be removed from the premises and shall remain off City premises pending notification from the respective Department Head, City Administrator or other authorized personnel.
- (d) The City will initiate an appropriate response that may include, but is not limited to, reassignment of job duties, suspension or termination of employment, suspension and/or termination of any business relationship, and/or criminal prosecution of the person or persons involved.

**It is a violation of this policy to engage in any act of workplace violence, except for law enforcement personnel as authorized by law and within the confines of the law enforcement agency policies, and for EMS personnel acting within department policy and protocols, and within the line of duty.**

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date: June 15, 2017**  
**To: Mayor and Board of Aldermen**  
**From: Tom Cole, City Administrator**

**Resolution No.: R-2991-17**

**City Administrator Approval:** \_\_\_\_\_

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**Action Requested:** Authorize and approve amendments to the Employee Personnel Manual Revised on December 21, 2016 relating to Section 7 – Substance Abuse.

**Analysis:** The current Employee Personnel Manual was adopted by the Board of Aldermen pursuant to Resolution R-2925-16 on December 20, 2016. Per the City Code, the City Administrator is to recommend policy to the Board of Aldermen for consideration and approval.

After the current Personnel Manual's adoption, the previous Employee Committee representing each department reconvened to further review the adopted manual. During the review there were some suggested changes which are outlined below:

**Section 7 – Substance Abuse**

- (b) *Testing of current employees.* Effective as of the date of the adoption of this policy:
- (1) A copy of this policy shall be provided to every City employee, and each employee shall be required to sign and date the attached receipt form, which shall then be made a permanent part of the employee's personnel file. This form shall be competent evidence in any subsequent proceedings that the employee has received notice of the provisions of this policy.
  - (2) All current City employees shall be subject to testing for the presence of drugs, including prescription drugs, and alcohol upon reasonable suspicion that the employee is under the influence of drugs or alcohol while on duty. A request for the testing of an employee may be initiated by any supervisor who has a reasonable suspicion that the employee is under the influence of drugs or alcohol while on duty. Testing shall be authorized if the request is approved by the highest ranking departmental supervisor available to review the request for testing. Those supervisors with authority to approve a request for testing include Department Heads, assistant Department Heads and division heads; and police majors.
  - (3) An employee who has been ordered to seek treatment for a substance abuse problem through the employee assistant program shall be subject to random testing for the presence of drugs or alcohol during the twelve-month period following the date of the notice of referral to the EAP.
  - (4) An employee who is injured in **an accident during** the course of work shall be tested for the presence of drugs and alcohol.

**A RESOLUTION AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO SECTION 7-SUBSTANCE ABUSE**

**WHEREAS**, on December 20, 2016 pursuant to Resolution R-2925-16 the Board of Aldermen approved an Employee Personnel Manual; and

**WHEREAS**, an Employee Committee reconvened to further review the adopted Personnel Manual; and

**WHEREAS**, during the Employee Committee review the attached suggested amendments to Section 7-Substance Abuse were either recommended by the committee as a whole or by an individual department; and

**WHEREAS**, the Board of Aldermen desire to authorize and approve the suggested amendments to Section 7-Substance Abuse to the Personnel Manual to be used by the City of Raytown in its day-to-day operations as attached hereto;

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

**THAT** the Board of Aldermen authorize and approve the amendments to the Personnel Manual relating to Section 7-Substance Abuse as attached hereto to be used by the City of Raytown in its day-to-day operations; and

**FURTHER THAT** the City Administrator and City Clerk are authorized to execute other documents necessary and incidental thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Joe Willerth, City Attorney

## Section 7 – Substance Abuse

- (b) *Testing of current employees.* Effective as of the date of the adoption of this policy:
- (1) A copy of this policy shall be provided to every City employee, and each employee shall be required to sign and date the attached receipt form, which shall then be made a permanent part of the employee's personnel file. This form shall be competent evidence in any subsequent proceedings that the employee has received notice of the provisions of this policy.
  - (2) All current City employees shall be subject to testing for the presence of drugs, including prescription drugs, and alcohol upon reasonable suspicion that the employee is under the influence of drugs or alcohol while on duty. A request for the testing of an employee may be initiated by any supervisor who has a reasonable suspicion that the employee is under the influence of drugs or alcohol while on duty. Testing shall be authorized if the request is approved by the highest ranking departmental supervisor available to review the request for testing. Those supervisors with authority to approve a request for testing include Department Heads, assistant Department Heads and division heads; and police majors.
  - (3) An employee who has been ordered to seek treatment for a substance abuse problem through the employee assistant program shall be subject to random testing for the presence of drugs or alcohol during the twelve-month period following the date of the notice of referral to the EAP.
  - (4) An employee who is injured in **an accident during** the course of work shall be tested for the presence of drugs and alcohol.

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** June 16, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Tom Cole, City Administrator

**Resolution No.:** R-2992-17

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Authorize and approve amendments to the Employee Personnel Manual Revised on December 21, 2016 relating to the stand-alone On Call Policy.

**Analysis:** The current Employee Personnel Manual was adopted by the Board of Aldermen pursuant to Resolution R-2925-16 on December 20, 2016. Per the City Code, the City Administrator is to recommend policy to the Board of Aldermen for consideration and approval.

After the current Personnel Manual's adoption, the previous Employee Committee representing each department reconvened to further review the adopted manual. During the review there were some suggested changes which are outlined in the attached.

**A RESOLUTION AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO THE ON CALL POLICY**

**WHEREAS**, on December 20, 2016 pursuant to Resolution R-2925-16 the Board of Aldermen approved an Employee Personnel Manual; and

**WHEREAS**, an Employee Committee reconvened to further review the adopted Personnel Manual; and

**WHEREAS**, during the Employee Committee review the attached suggested amendments to the On Call Policy were either recommended by the committee as a whole or by an individual department; and

**WHEREAS**, the Board of Aldermen desire to authorize and approve the suggested amendments to the On Call Policy which is included in the Personnel Manual to be used by the City of Raytown in its day-to-day operations as attached hereto;

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

**THAT** the Board of Aldermen authorize and approve the suggested amendments to the On Call Policy which is included in the Personnel Manual as attached hereto to be used by the City of Raytown in its day-to-day operations; and

**FURTHER THAT** the City Administrator and City Clerk are authorized to execute other documents necessary and incidental thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20<sup>th</sup> day of June, 2017.

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Michael McDonough, Mayor

ATTEST:

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Teresa M. Henry, City Clerk

Approved as to Form:

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Joe Willerth, City Attorney

SUBJECT	ISSUED BY	EFFECTIVE DATE	REVISION DATE
<b>On Call Policy</b>	Board of Aldermen	Jan 1, 2017	<b>12-21-2016</b>

**POLICY STATEMENT:**

The on-call period will start at a day and time as determined by each department.

The on-call period for each day in which the staff member is to be on standby, but has worked a regular shift, will begin immediately upon the end of said regular shift.

Hourly staff that carry a cell phone or pager for the purpose of responding to after-hours calls (on-call) shall be paid one (1) dollar per-hour standby pay for each hour they are on standby and not on regular paid status.

When called and it is determined that the event does not require the employee to report for duty, that employee will be paid for one (1) hour of time worked.

When called and the need to respond to work is confirmed, the on-call employee shall remain on standby status until they have reported to their regular location of work or the call location, as determined by each department. When the on-call employee has reported for work, they will be on the clock until returned back to standby status or two (2) hours of time worked, whichever is greater.

Overtime pay will not take effect until the employee has worked the required forty (40) hours in a single work week, including any calls out. Standby pay, vacation, sick leave, and holiday pay do not count toward the overtime threshold.

Overtime pay for the Police Department will not take effect until the employee has worked the required eighty (80) regular hours in the two-week pay period, including any calls out. Standby pay, vacation, sick leave and holiday pay do not count toward the overtime threshold.

The following exceptions to the rules above apply as follows:

- (1) Additional calls that occur during the original one (1) hour period when a call does not require that a person report for duty will be handled as part of the original call and the employee will remain on the clock and a new call or one (1) hour period will not be started.
- (2) Additional calls for service required that occur during the original two (2) hour period of pay will be handled as part of the original call and the employee will remain on the clock and a new call or two (2) hour period will not be started.
- (3) Calls that occur less than two (2) hours before the beginning of a normal shift will be paid from the time the call is received until the start of the work day.
- (4) Standby pay ends when either a callout begins or the employee is otherwise on the clock (paid status). Total pay may not exceed twenty-four (24) hours of standby and paid status in a twenty-four (24) hour period.

No individual shall be on-call for more than two consecutive weeks without at least a one-week break.

The person on-call shall return any call or page within fifteen (15)

minutes. The person on-call shall, if called out, report for duty within one

(1) hour.

The on-call team shall maintain the ability to report to work without impairment during the entire length of the tour of duty.

It shall be the discretion of each department and its Department Head thereof to determine what constitutes a call that requires a person to report for duty. Every person who may be on-call

shall know the calls for which they must respond back to work according to their department policies.

In the case of an injury accident involving a City vehicle or equipment or other property damage, a supervisor must be called and respond to the scene **if possible**.

In the event the on-call employee determines there to be a need for additional help, they must first contact a supervisor for approval.

When there is a real probability that the media may try to interview the on-call employee, all questions shall be directed to the supervisor and/or Department Head **or his designee (example: Public Information Officer)**

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** June 16, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Tom Cole, City Administrator

**Resolution No.:** R-2993-17

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Authorize and approve amendments to the Employee Personnel Manual Revised on December 21, 2016 relating to the additional of a new stand-alone On Call Policy-Police Department.

**Analysis:** The current Employee Personnel Manual was adopted by the Board of Aldermen pursuant to Resolution R-2925-16 on December 20, 2016. Per the City Code, the City Administrator is to recommend policy to the Board of Aldermen for consideration and approval.

After the current Personnel Manual's adoption, the previous Employee Committee representing each department reconvened to further review the adopted manual. During the review there were some suggested changes which are outlined in the attached.

**A RESOLUTION AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO AN ON CALL POLICY-POLICE DEPARTMENT**

**WHEREAS**, on December 20, 2016 pursuant to Resolution R-2925-16 the Board of Aldermen approved an Employee Personnel Manual; and

**WHEREAS**, an Employee Committee reconvened to further review the adopted Personnel Manual; and

**WHEREAS**, during the Employee Committee review the attached addition of an On Call Policy-Police Department was either recommended by the committee as a whole or by an individual department; and

**WHEREAS**, the Board of Aldermen desire to authorize and approve the suggested amendments to the On Call Policy-Police Department which is included in the Personnel Manual to be used by the City of Raytown in its day-to-day operations as attached hereto;

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

**THAT** the Board of Aldermen authorize and approve the suggested amendments to the On Call Policy-Police Department which is included in the Personnel Manual as attached hereto to be used by the City of Raytown in its day-to-day operations; and

**FURTHER THAT** the City Administrator and City Clerk are authorized to execute other documents necessary and incidental thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20<sup>th</sup> day of June, 2017.

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Michael McDonough, Mayor

ATTEST:

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Teresa M. Henry, City Clerk

Approved as to Form:

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Joe Willerth, City Attorney

SUBJECT	ISSUED BY	EFFECTIVE DATE	REVISION DATE
On Call Policy – Police Department	Board of Aldermen	Jan 1, 2017	12-21-2016

**POLICY STATEMENT:**

The on-call period for personnel will begin immediately upon the end of said regular shift or as designated by the appropriate call rotation schedule. When on-call personnel are contacted and it is determined that the event does not require the employee to report for duty, that employee will be paid for one (1) hour of time worked.

When the on-call employee has been called to report for work, they will be on the clock until returned back to standby status or two (2) hours of time worked, whichever is greater.

Overtime pay for the Police Department will not take effect until the employee has worked the required eighty (80) regular hours in the two-week pay period, including any calls out. Vacation, sick leave and holiday pay do not count toward the overtime threshold.

The following exceptions to the rules above apply as follows:

- (1) Additional calls that occur during the original one (1) hour period when a call does not require that a person report for duty will be handled as part of the original call and the employee will remain on the clock and a new call or one (1) hour period will not be started.
- (2) Additional calls for service required that occur during the original two (2) hour period of pay will be handled as part of the original call and the employee will remain on the clock and a new call or two (2) hour period will not be started.
- (3) Calls that occur less than two (2) hours before the beginning of a normal shift will be paid from the time the call is received until the start of the work day.
- (4) Work duties that occur outside of an employee's regular work day, but are not initiated by a call-out, will be compensated for the actual time worked.
- (5) The above listed compensation rules shall also apply to personnel who respond to an emergency call-out who are not the primary on-call personnel (Investigations, crisis negotiation, SWAT, PIO, etc).

**The person on-call shall return any call or page within fifteen (15) minutes. The person on-call shall, if called out, report for duty within one (1) hour.**

**On-call personnel shall maintain the ability to report to work without impairment during the entire length of the on-call period.**

**Initiation of a call out is defined by applicable Department policy.**

**In the event the on-call employee determines there to be a need for additional help, they must first contact a supervisor for approval.**

**When there is a real probability that the media may try to interview the on-call employee, all questions shall be handled in accordance with Department policy 5.000.**

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** June 16, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Tom Cole, City Administrator

**Resolution No.:** R-2994-17

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Authorize and approve amendments to the Employee Personnel Manual Revised on December 21, 2016 relating to the stand-alone Take Home City Owned Vehicles policy.

**Analysis:** The current Employee Personnel Manual was adopted by the Board of Aldermen pursuant to Resolution R-2925-16 on December 20, 2016. Per the City Code, the City Administrator is to recommend policy to the Board of Aldermen for consideration and approval.

After the current Personnel Manual's adoption, the previous Employee Committee representing each department reconvened to further review the adopted manual. During the review there were some suggested changes which are outlined in the attached.

**A RESOLUTION AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO THE TAKE HOME CITY OWNED VEHICLES POLICY**

**WHEREAS**, on December 20, 2016 pursuant to Resolution R-2925-16 the Board of Aldermen approved an Employee Personnel Manual; and

**WHEREAS**, an Employee Committee reconvened to further review the adopted Personnel Manual; and

**WHEREAS**, during the Employee Committee review the attached Take Home City Owned Vehicles Policy was either recommended by the committee as a whole or by an individual department; and

**WHEREAS**, the Board of Aldermen desire to authorize and approve the suggested amendments to the Take Home City Owned Vehicles Policy which is included in the Personnel Manual to be used by the City of Raytown in its day-to-day operations as attached hereto;

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

**THAT** the Board of Aldermen authorize and approve the suggested amendments to the Take Home City Owned Vehicles Policy which is included in the Personnel Manual as attached hereto to be used by the City of Raytown in its day-to-day operations; and

**FURTHER THAT** the City Administrator and City Clerk are authorized to execute other documents necessary and incidental thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Joe Willerth, City Attorney

SUBJECT	ISSUED BY	EFFECTIVE DATE	REVISION DATE
<b>Take-home On Call City owned vehicles</b>	Board of Aldermen	Jan. 1, 2017	<b>12-21-2016</b>

**POLICY STATEMENT:**

The use of City-owned vehicles shall be authorized for take home by command staff and those employees that are on an “on-call” status. The primary purpose of the vehicles shall be to facilitate an accelerated response to critical incidents, investigation of a major crime, or response for any City related after hours call out. Giving these employees the ability to respond and to be equipped with the necessary equipment can expedite response to emergency call outs. It will be at the discretion of the Department Head as to whether or not an employee’s on- call status merits the issuance of a City take home vehicle. All City-owned vehicles authorized for take-home usage ~~will~~ **may** be equipped with GPS tracking devices to allow tracking by the City should the need arise.

When an employee uses a vehicle as an on-call vehicle, that employee shall ensure that the vehicle is loaded with all of the equipment that they could reasonable foresee will be needed to respond to their specific call-out status. All gear and/or weapons will be secured within the capabilities of the vehicle being used.

Due to the vehicles being loaded with sensitive gear and/or weapons, it is preferred that, while not in use, the vehicles be secured in a garage at the employee’s residence.

It is recognized that the vehicle may be needed to conduct reasonable tasks that are not directly work related. This might include trips to a pharmacy, grocery store, etc. Such use will be authorized as long as the destinations are a relatively short distance from the employee’s residence or during commutes to/from work. All equipment shall be properly secured while the vehicle is used in such manner. Passengers in take home vehicles are subject to the same restrictions outlined in the City policy on vehicle usage.

When using a City owned vehicle to respond to an incident in an emergency capacity, the employee shall follow all laws, rules and regulations that govern the operation of an emergency vehicle.

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date: June 16, 2017**  
**To: Mayor and Board of Aldermen**  
**From: Tom Cole, City Administrator**

**Resolution No.: R-2995-17**

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Authorize and approve amendments to the Employee Personnel Manual Revised on December 21, 2016 relating to the stand-alone Time Clock Policy.

**Analysis:** The current Employee Personnel Manual was adopted by the Board of Aldermen pursuant to Resolution R-2925-16 on December 20, 2016. Per the City Code, the City Administrator is to recommend policy to the Board of Aldermen for consideration and approval.

After the current Personnel Manual's adoption, the previous Employee Committee representing each department reconvened to further review the adopted manual. During the review there were some suggested changes which are outlined in the attached.

**A RESOLUTION AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO THE TIME CLOCK POLICY**

**WHEREAS**, on December 20, 2016 pursuant to Resolution R-2925-16 the Board of Aldermen approved an Employee Personnel Manual; and

**WHEREAS**, an Employee Committee reconvened to further review the adopted Personnel Manual; and

**WHEREAS**, during the Employee Committee review the attached Time Clock was either recommended by the committee as a whole or by an individual department; and

**WHEREAS**, the Board of Aldermen desire to authorize and approve the suggested amendments to the Time Clock Policy which is included in the Personnel Manual to be used by the City of Raytown in its day-to-day operations as attached hereto;

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

**THAT** the Board of Aldermen authorize and approve the suggested amendments to the Time Clock Policy which is included in the Personnel Manual as attached hereto to be used by the City of Raytown in its day-to-day operations; and

**FURTHER THAT** the City Administrator and City Clerk are authorized to execute other documents necessary and incidental thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Joe Willerth, City Attorney

SUBJECT	ISSUED BY	EFFECTIVE DATE	REVISION DATE
<b>Time Clock Policy</b>	<b>Board of Aldermen</b>	<b>Dec. 1, 2013</b>	<b>12-21-2016</b>

**POLICY STATEMENT:**

~~All employees (exempt and nonexempt) are required to use the time clock system to record their hours worked. Nonexempt employees are required to clock in/out for payroll and attendance purposes. The time clock records will be used to track attendance for the exempt employee.~~

~~Employees are required to clock in/out at the time clock located in their department using their time clock badge or from their city computer. If there is a problem with the time clock, the employee should notify the supervisor and the supervisor will manually clock the employee in.~~

~~Employees should clock in no sooner than 10 minutes before the scheduled shift and clock out no later than 10 minutes after the scheduled shift. Nonexempt office employees are required to clock in/out for lunch breaks in addition to the beginning and end of the day. Those employees who are not provided a lunch break or those who work in the field will follow the policy of their assigned departments for lunch breaks. Nonexempt employees are not permitted to perform any work while not clocked in.~~

~~If the employee misses an entry into the timekeeping system, the employee will notify the supervisor as soon as possible. The supervisor will manually enter the employee's work hours via the manager time clock portal. Employees who consistently miss time clock entries will be subject to disciplinary action.~~

~~Nonexempt employees are permitted to work overtime with prior authorization from the supervisor. Overtime includes clocking in early, late or working through the scheduled lunch period. Nonexempt employees who work overtime without prior authorization will be subject to disciplinary procedures.~~

~~Employees may not use another employee's badge to clock in or clock in for another employee. Employees who have lost a badge will report the lost badge to the facilities and payroll departments. The employee will be issued a new badge with the same employee and department numbers. A new code will be assigned to the new badge. Payroll will notify each department of new badge codes each pay period.~~

~~Supervisors are free to use discretion in disciplinary actions when employees violate the time keeping policy and/or procedure. This could include situations where employees may have clocked in, but are repeatedly absent from their work station during work hours or have missed time clock entries in addition to working unscheduled overtime.~~

**CITY OF RAYTOWN**  
**Request for Board Action**

**Date:** June 16, 2017  
**To:** Mayor and Board of Aldermen  
**From:** Tom Cole, City Administrator

**Resolution No.:** R-2996-17

**City Administrator Approval:** \_\_\_\_\_



**Action Requested:** Authorize and approve amendments to the Employee Personnel Manual Revised on December 21, 2016 relating to the stand-alone Tuition Reimbursement Policy.

**Analysis:** The current Employee Personnel Manual was adopted by the Board of Aldermen pursuant to Resolution R-2925-16 on December 20, 2016. Per the City Code, the City Administrator is to recommend policy to the Board of Aldermen for consideration and approval.

After the current Personnel Manual's adoption, the previous Employee Committee representing each department reconvened to further review the adopted manual. During the review there were some suggested changes which are outlined in the attached.

**A RESOLUTION AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF RAYTOWN PERSONNEL MANUAL ADOPTED DECEMBER 20, 2016 RELATING TO THE TUITION REIMBURSEMENT POLICY**

**WHEREAS**, on December 20, 2016 pursuant to Resolution R-2925-16 the Board of Aldermen approved an Employee Personnel Manual; and

**WHEREAS**, an Employee Committee reconvened to further review the adopted Personnel Manual; and

**WHEREAS**, during the Employee Committee review the attached Tuition Reimbursement Policy was either recommended by the committee as a whole or by an individual department; and

**WHEREAS**, the Board of Aldermen desire to authorize and approve the suggested amendments to the Tuition Reimbursement Policy which is included in the Personnel Manual to be used by the City of Raytown in its day-to-day operations as attached hereto;

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

**THAT** the Board of Aldermen authorize and approve the suggested amendments to the Tuition Reimbursement Policy which is included in the Personnel Manual as attached hereto to be used by the City of Raytown in its day-to-day operations; and

**FURTHER THAT** the City Administrator and City Clerk are authorized to execute other documents necessary and incidental thereto.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Missouri, the 20<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

\_\_\_\_\_  
Joe Willerth, City Attorney

SUBJECT	ISSUED BY	EFFECTIVE DATE	REVISION DATE
<b>Tuition Reimbursement Policy</b>	Board of Aldermen	Jan 1, 2017	<b>12-21-2016</b>

**POLICY STATEMENT:**

The City of Raytown, Missouri (hereinafter "City") is committed to providing an incentive for City employees to enhance their knowledge, skills and job performance, and at the same time, increase their value to the City as their employer.

Procedure:

The City provides limited, qualifying tuition reimbursement for college and technical school coursework to City employees pursuant to the following procedures and criteria:

- (1) The employee must submit a written request to his/her department head, prior to enrolling in the class, stating the name of the class, the cost and how it will enhance his/her job performance with the City. The employee also must sign the Employee Educational Tuition/Fees Reimbursement Agreement and Withholding Authorization.
- (2) If approved by the department head, this request will be passed on to the City Administrator. The employee will be notified, in writing, whether the request has been approved or denied by the City Administrator.
- (3) If approved by the City Administrator, the City will reimburse the employee the cost of tuition or enrollment fee upon proof of successful completion of the class and documentation of the paid fees. Successful completion of the class will be determined by a grade of "C" or better in college course work, pass in pass/fail courses, or a certificate designating the successful completion of all requirements set forth by the Technical School.
- (4) Reimbursement shall be limited to one three-hour college course per term, or one technical school course per term. Reimbursement requests will be handled on a first come first served basis while funding is available. **"Term" shall be defined as a college semester or the duration of the single course.**
- (5) The City will not reimburse employees for tuition otherwise paid by grants, scholarships, military education programs or funding from other sources.

**EMPLOYEE EDUCATIONAL TUITION/FEE REIMBURSEMENT AGREEMENT**

This Agreement is made this date \_\_\_\_\_, between the City of Raytown, hereinafter "City" and \_\_\_\_\_, hereinafter "Employee."

As part of this Agreement, in accordance with the Tuition Reimbursement policy, **if termination of employment occurs, either voluntarily or involuntarily, within one year from the date the employee is reimbursed for the class, the employee shall be responsible for reimbursing the City of Raytown the cost of the tuition and/or enrollment fee.** By signing this form you are agreeing for the City to deduct the amount owed from any paycheck(s) remaining after notice of termination is provided. The employee is responsible for any costs exceeding his/her total paycheck(s). The City reserves the right to charge interest on any unpaid balance from the date the final paycheck is issued. The City shall also be entitled to reimbursement of all costs associated with collection, including attorney's fees as permitted by law.

Nothing contained in this Agreement shall alter the status of the employee's employment with the City, which is "at will". The employee acknowledges and understands that employment is of no specific duration and can be terminated at any time by either the employee or the City, with or without cause, for any reason or no reason, at any time. The employee acknowledges and agrees that any representations to the contrary are unauthorized and void.

\_\_\_\_\_  
Employee Signature

Date

\_\_\_\_\_  
Department Head Signature

Date

**WITHHOLDING AUTHORIZATION**

I, \_\_\_\_\_, hereby authorize the City of Raytown to withhold from my last paycheck any amount due under the Employee Educational Tuition/Fees Reimbursement Agreement that I entered with the City of Raytown.

DATE RANGE OF CLASS: \_\_\_\_\_

TITLE OF CLASS: \_\_\_\_\_

TOTAL COST OF CLASS: \$ \_\_\_\_\_

I understand that if my employment with the City is terminated, voluntarily or involuntarily, within a year of reimbursement of this class, the amount withheld from my last paycheck(s) will be \$ \_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

# Application Form Tuition Reimbursement

Training Institution: \_\_\_\_\_

Degree/Certification Program (if any): \_\_\_\_\_

To be eligible for reimbursement, training must be directly related to skills needed by the City. To which position(s) does this training apply and how will it help improve your performance of duties and/or personal safety/welfare?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Classes: _____	Credit Hrs _____	Cost \$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Class Description(s):

Dates of Enrollment: From: \_\_\_\_\_ To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have read and agree to the terms of the City of Raytown Tuition Reimbursement Policy.

\_\_\_\_\_  
Employee Date

Approved:

\_\_\_\_\_  
Department Head Date

\_\_\_\_\_  
City Administrator Date