



**COUNTY COUNCIL
NOTICE OF A REGULAR MEETING AND
PUBLIC HEARING CONDUCTED VIA ZOOM**

Notice is hereby given that the Jefferson County, Missouri, County Council will conduct a Regular Meeting on Monday, March 8, 2021 at 6:30 p.m. Due to Countywide State of Emergency, the issues surrounding COVID-19 and at-risk populations, the meeting will be conducted **via ZOOM** where Council Members will participate remotely via video conference and the public is invited to watch and listen to the meeting through this link: <https://us02web.zoom.us/j/88427396928>. The Meeting is anticipated to be recorded and posted on the County Website *after* the meeting. There will be no ZOOM Public Comments due to the logistics of this video conference meeting, however Public Comments can be e-mailed to *Pat Schlette* at PSchlette@jeffcomo.org and they will be made part of the Written Record. All Comments must be made prior to 3:00 p.m., March 8, 2021.

The tentative agenda includes:

- I. CALL TO ORDER
- II. INVOCATION
- III. PLEDGE OF ALLEGIANCE
- IV. ROLL CALL
- V. PUBLIC COMMENTS

There will be no in-person or on-line Public Comments due to the logistics of this video conference meeting, however Public Comments can be e-mailed in advance to *Pat Schlette* at PSchlette@jeffcomo.org and they will be read and made part of the Written Record. All Comments must be made prior to 3:00 p.m., March 8, 2021.

PLEASE BE ADVISED OF THE FOLLOWING: Since there have already been public hearings held on certain Bills which appear on this Agenda, no further testimony or evidence can be presented or allowed. Therefore, anyone wishing to comment on these specific Bills shall be limited to, “the Bill Number and that the citizen is either **“For”** or **“Against”** the Bill in question”. No further comments, testimony or documents will be allowed to be entered into the record.
Those Bills include: Bill 21-0240 and Bill 21-0241.

- VI. APPROVAL OF THE AGENDA
- VII. APPROVAL OF THE JOURNAL

A. Approval of The February 22, 2021 Journal – Regular Meeting



VIII. PUBLIC HEARING

There will be no in-person or on-line comments due to the logistics of this video conference meeting, however comments can be e-mailed in advance to Pat Schlette at PSchlette@jeffcomo.org and they will be read and made part of the Written Record. All Comments must be made prior to 3:00 p.m., March 8, 2021.

- A. A Public Hearing For The Purpose Of Hearing Proposed Amendments To The Jefferson County, Missouri Building Code. (2 of 3) *(Department of County Services and Code Enforcement)*
- B. A Public Hearing Regarding Amendments To The Existing Traffic Code And Code Of Ordinances For Updates To Traffic Code Of Ordinances For Jefferson County, Missouri. (1 of 3) *(Department of Public Works)*

IX. REPORTS FROM COUNTY EXECUTIVE

X. RECONSIDERATION OF BILLS

XI. CONSIDERATION OF VETOED BILLS

XII. CONSENT AGENDA

Bill No. 21-0301 - An Ordinance To Authorize The County Executive To Execute Change Order Number 2 For The Whitehead Road Bridge Replacement Project With Gershenson Construction Co. Inc. In Council District 6. *(Department of Public Works)*

Bill No. 21-0302 - An Ordinance Awarding Bids For Certain Products And Services To The Lowest And Best Bidders As Reflected In The Responses To Certain Invitations For Bid And Requests For Proposals For Brush Mower Attachment 2021; And Authorization For The County Executive To Execute Any Necessary Agreements Or Contracts To Effectuate The Award Of The Bids And Proposals. *(Department of Parks and Recreation)*

Bill No. 21-0303 - An Ordinance Awarding Bids For Certain Products And Services To The Lowest And Best Bidders As Reflected In The Responses To Certain Invitations For Bid And Requests For Proposals For Corrugated Metallic Pipe 2021; And Authorization For The County Executive To Execute Any Necessary Agreements Or Contracts To Effectuate The Award Of The Bids And Proposals. *(Department of Public Works)*

Bill No. 21-0304 - An Ordinance Awarding Bids For Certain Products And Services To The Lowest And Best Bidders As Reflected In The Responses To Certain Invitations For Bid And Requests For Proposals For Courthouse Chiller Replacement 2021; And Authorization For The County Executive To Execute Any Necessary Agreements Or Contracts To Effectuate The Award Of The Bids And Proposals. *(Department of Public Works)*

Bill No. 21-0305 - An Ordinance Authorizing Jefferson County, Missouri To Participate In The State Of Missouri Office Of State Courts Administrator (OSCA) 2022 Delinquency Prevention And Diversion Project Grant And Authorizing The County Executive To Execute The Documents Necessary For The County To Participate In Said Grant. *(Juvenile Division of the Twenty-Third Circuit Court, M. Akins & Hon. D. Missey)*



(Consent Agenda, Continued)

Bill No. 21-0306 - An Ordinance Authorizing Jefferson County, Missouri To Participate In The State Of Missouri Office Of State Courts Administrator (OSCA) 2022 Detention Alternatives Project Grant And Authorizing The County Executive To Execute The Documents Necessary For The County To Participate In Said Grant. *(Juvenile Division of the Twenty-Third Circuit Court, M. Akins & Hon. D. Missey)*

Bill No. 21-0307 - An Ordinance Awarding Bids For Certain Products And Services To The Lowest And Best Bidders As Reflected In The Responses To Certain Invitations For Bid And Requests For Proposals For Heavy Truck Parts Supplies & Repair 2021; And Authorization For The County Executive To Execute Any Necessary Agreements Or Contracts To Effectuate The Award Of The Bids And Proposals. *(Department of Public Works)*

Bill No. 21-0308 - An Ordinance Requesting Purchase Of Government Software Solutions Annual Maintenance Agreement With Mitchell Humphrey, And To Authorize The Approval Of The Purchase For The Department Of Information Technology. *(Department of Information Technology)*

Bill No. 21-0309 - An Ordinance Renewing The Bid Awards For Certain Products And Services For Ready Mix Concrete 2020, Department Of Public Works. *(Department of Public Works)*

Bill No. 21-0310 - An Ordinance To Utilize The State Of Missouri Contract Pricing For Missouri Law Enforcement Under Contract CC200147001 With Gulf States Distributors, Inc. For Ammunition, And To Authorize The Execution Of A Purchase For The Department Of The Sheriff. *(Department of the Sheriff)*

Bill No. 21-0311 - An Ordinance Incorporating, Approving And Authorizing A Contractual Agreement Fixing Salaries And Other Conditions And Terms Of Employment Of Certain Employees Of The Jefferson County, Missouri, Department Of Public Works, Highway Division From March 9, 2021, To December 31, 2023, By And With International Union Of Operating Engineers, Local 148. *(Department of Public Works)*

Bill No. 21-0312 - An Ordinance Incorporating, Approving And Authorizing A Contractual Agreement Fixing Salaries And Other Conditions And Terms Of Employment Of Certain Employees Of The Jefferson County, Missouri, Department Of Parks And Recreation, From February 22, 2021 , To December 31, 2023, By And With International Union Of Operating Engineers, Local 148. *(Department of Parks and Recreation)*

Bill No. 21-0313 - An Ordinance Authorizing The Expenditure Of Funds From The County's Portion Of The "CARES Act" In Order To Reimburse Certain Small Businesses For Unbudgeted And Approved Expenses Therein. *(County Executive)*

Bill No. 21-0314 - An Ordinance Authorizing The Expenditure Of Funds From The County's Portion Of The "CARES Act" In Order To Reimburse Certain Political Subdivisions And Private Schools As Subrecipients For Unbudgeted And Approved Expenses Therein. *(County Executive)*



(Consent Agenda, Continued)

Bill No. 21-0315 - An Ordinance Approving The Agreement Between The Jefferson Franklin Community Action Corporation And Jefferson County, Missouri, To Administer The U.S. Treasury, Emergency Rental Assistance Funds In Order To Provide Rent And Utility Assistance For Households Who Have Been Impacted By The Covid-19 Pandemic Pursuant To All Rules And Regulations Promulgated Under Section 501 Of Division N Of The Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020); And Authorizing The County Executive To Execute The Agreement On Behalf Of The County. *(County Executive)*

XIII. CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA

XIV. CONSIDERATION OF RESOLUTIONS

Resolution R21-0301 - A Resolution And Order Of The Jefferson County, Missouri, Council Declaring Certain Property (Vehicles And Equipment) As Surplus/Scrap And The Authorization For The Disposal Of Said Property By The County Executive, The Purchasing Agent, And/Or The Manager Of Heavy Fleet Services Of Jefferson County, Missouri At The Best And Most Advantageous Terms To Jefferson County, Missouri. *(Department of Administration)*

XV. INTRODUCTION OF BILLS

Bill No. 21-0316 - An Ordinance To Authorize The County Executive To Execute A Subdivision Street Maintenance Agreement Between Jefferson County, Missouri And The Winter Valley Subdivision Homeowners' Association For The Public Maintenance Acceptance Of Big Sky Drive, Steamboat Springs Drive, Powderhorn Court, Keystone Drive, Keystone Court, Sundance Court, Winter Park Drive, Vail Court, Winter Valley Drive, Winter Valley Court, Copper Mountain Drive, Copper Mountain Court, And Winter Park Court, Located In Council District 2. *(Department of Public Works)*

Bill No. 21-0317 - An Ordinance To Authorize An Amendment Of The 2021 Budget Pursuant To The Home Rule Charter Of Jefferson County, Missouri, And Pursuant To Section 50.622 RSMo (2020) To Reflect The Receipt Of Additional Revenue Not Estimated Or Anticipated And The Appropriation Thereof To Include The 2020 Emotional Survival For Law Enforcement Program Dollars From The Jefferson Foundation. *(Department of the Sheriff)*

Bill No. 21-0318 - An Ordinance To Authorize An Amendment Of The 2021 Budget Pursuant To The Home Rule Charter Of Jefferson County, Missouri, And Pursuant To Section 50.622 RSMo (2020) To Reflect The Receipt Of Additional Revenue Not Estimated Or Anticipated And The Appropriation Thereof To Include The Federal Prisoner Reimbursement Dollars From The U.S. Treasury. *(Department of the Sheriff)*

Bill No. 21-0319 - An Ordinance To Authorize An Amendment Of The 2021 Budget Pursuant To The Home Rule Charter Of Jefferson County, Missouri And Section 50.622 RSMo (2020) To Allocate Additional Carryover Funds From The Prior Year To Cover A Contracted Service 2020 Bill And An Anticipated Future Bill. *(Department of Parks and Recreation)*

(Introduction of Bills, Continued)

Bill No. 21-0320 - An Ordinance To Authorize An Amendment Of The 2021 Budget Pursuant To The Home Rule Charter Of Jefferson County, Missouri And Section 50.622 RSMo (2020) To Allocate Additional Surplus Funds From The Prior Year To Provide Computer Forensic Examination Equipment, Evidentiary Cameras, And Replacement Desks, Cabinets, And Chairs For The North Zone. *(Department of the Sheriff)*

Bill No. 21-0321 - An Ordinance To Authorize An Amendment Of The 2021 Budget Pursuant To The Home Rule Charter Of Jefferson County, Missouri And Section 50.622 RSMo (2020) To Reflect The Transfer Of Budget Funds Between The General Revenue Reserve Account And The General Revenue Reserve Funds Revenue Account For The Purpose Of Adding Funds To The Relative Expense Budget For The Port Authority Grant Match. *(Department of the Auditor and County Executive)*

XVI. PERFECTION OF BILLS

Bill No. 21-0240 - An Ordinance Approving Application PC20076 To Rezone A Parcel From Non-Planned Community Commercial (CC2) Zone District To Planned Commercial (PC) Zone District And The Development Plan For 5711 Old State Hwy 21 Located In Council District 7. *(Department of County Services and Code Enforcement)*

Bill No. 21-0241 - An Ordinance Approving Application RS20078, To Rezone Parcel Number 08-1.0-11.0-0-000-031 Located At 2642 Seckman Rd., From Single Family Residential (R40) Zone District To Single Family Residential (R10) Zone District Located In Council District 4. *(Scriveners error corrected) (Department of County Services and Code Enforcement)*

XVII. FINAL PASSAGE OF BILLS

Bill No. 21-0240 - An Ordinance Approving Application PC20076 To Rezone A Parcel From Non-Planned Community Commercial (CC2) Zone District To Planned Commercial (PC) Zone District And The Development Plan For 5711 Old State Hwy 21 Located In Council District 7. *(Department of County Services and Code Enforcement)*

Bill No. 21-0241 - An Ordinance Approving Application RS20078, To Rezone Parcel Number 08-1.0-11.0-0-000-031 Located At 2642 Seckman Rd., From Single Family Residential (R40) Zone District To Single Family Residential (R10) Zone District Located In Council District 4. *(Scriveners error corrected) (Department of County Services and Code Enforcement)*

XVIII. OTHER MATTERS

A. Disposition Of PR220066 – Avon On Main, District 4. *(Department of County Services and Code Enforcement)*

B. Disposition Of CC220067 – Rezoning To Non-Planned Community Commercial (CC2), District 4. *(Department of County Services and Code Enforcement)*

C. Disposition Of PR121002 – Bear Ridge, District 7. *(Department of County Services and Code Enforcement)*



- XIX. REPORTS AND COMMENTS FROM COUNCIL MEMBERS
- XX. CLOSED SESSION
- XXI. ADJOURNMENT

Representatives of the media may obtain copies of this notice by contacting Leah Smith of the County Executive Office, Jefferson County, Missouri, PO Box 100, Hillsboro, Missouri 63050, 636-797-5400.

The custodian of records contact for the County Council is Pat Schlette, who may be contacted at 636-797-5517.

Any person requiring special accommodation under the Americans with Disabilities Act should contact Human Resources at 636-797-5071.

BILL NO.: 21-0301

ORDINANCE NO.: 21-_____

INTRODUCED BY: COUNCIL MEMBER(s) _____

1 **AN ORDINANCE TO AUTHORIZE THE COUNTY EXECUTIVE TO**
2 **EXECUTE CHANGE ORDER NUMBER 2 FOR THE WHITEHEAD ROAD**
3 **BRIDGE REPLACEMENT PROJECT WITH GERSHENSON CONSTRUCTION**
4 **CO. INC. IN COUNCIL DISTRICT 6.**

5 **WHEREAS**, Jefferson County, Missouri, (hereafter, the “County”), in response to
6 a certain Invitation for Bid, received and opened bids for the construction of the Whitehead
7 Road Bridge Replacement Project; and

8 **WHEREAS**, after reviewing the bids set forth above, the County determined that
9 it was in the best interests of the County to award the bid for the Whitehead Road Bridge
10 Replacement Project to Gershenson Construction Co. Inc., upon approval by the County
11 Council and the County Executive; and

12 **WHEREAS**, Pursuant to Ordinance 20-0263, Jefferson County, Missouri entered
13 into a Contract with Gershenson Construction Co. Inc. in the amount of four hundred
14 seventy-six thousand, six hundred forty-nine dollars and eighty cents (**\$476,649.80**),
15 subject to budgetary limitations, for the Whitehead Road Bridge Replacement Project; and

16 **WHEREAS**, the Jefferson County, Missouri, Council passed Ordinance 20-0496
17 on November 23, 2020, authorizing the County Executive to enter into Change Order
18 Number 1 to the construction contract with Gershenson Construction Co. Inc. to increase

1 some quantities pay items and to add some pay items for work provided for in the contract,
2 for an increase of ninety-six thousand, three hundred sixty-eight dollars and sixty-three cents
3 **(\$96,368.63)** to the contract sum, subject to budgetary limitations; and

4 **WHEREAS**, the County finds that it is now necessary to adjust some quantities of
5 pay items in the contract, design change on bent 2 abutment due to one of the piles being
6 unable to reach refusal, and additional time and materials added due to the unexpected need
7 for the design change. The overruns represent the difference between the value of
8 construction and materials shown in the bid package and the final quantities used and
9 measured during construction; and

10 **WHEREAS**, the Jefferson County Council finds that it is now necessary and in the
11 best interest of the County to execute Change Order Number 2 for an increase of fifty-one
12 thousand, nine hundred sixty-nine dollars and zero cents **(\$51,969.00)** to the contract sum,
13 subject to budgetary limitations with Gershenson Construction Co. Inc. for the Whitehead
14 Road Bridge Replacement Project Contract.

15 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
16 **AS FOLLOWS:**

17 Section 1. Change Order Number 2 for an increase of fifty-one thousand, nine
18 hundred sixty-nine dollars and zero cents **(\$51,969.00)** to the contract sum with
19 Gershenson Construction Co. Inc., for the Whitehead Road Bridge Replacement Project
20 Contract, for a revised total cost of six hundred twenty-four thousand, nine hundred eighty-
21 seven dollars and forty-three cents **(\$624,987.43)** is approved, subject to budgetary
22 limitations.

1 Section 2. The Jefferson County, Missouri, Council authorizes the County
2 Executive to execute Change Order Number 1 on behalf of Jefferson County. A copy of
3 said Change Order is attached hereto as Exhibit “A” and incorporated by reference.

4 Section 3. Copies of all Invitations for Bid, response thereto, any contract
5 agreements and Change Orders shall be maintained by the Department of the County Clerk
6 consistent with the rules and procedures for the maintenance and retention of records as
7 promulgated by the Secretary of State.

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

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THE ABOVE BILL ON THIS _____ DAY OF _____, 2021:

_____ PASSED _____ FAILED

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, County Executive

ATTEST:

Ken Waller, County Clerk

BY: _____

Reading Date: 03-08-2021

BILL NO.: 21-0302

ORDINANCE NO.: 21-_____

INTRODUCED BY: COUNCIL MEMBER (s) _____

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR BRUSH MOWER ATTACHMENT 2021; AND**
5 **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**
6 **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**
7 **AWARD OF THE BIDS AND PROPOSALS.**

8 **WHEREAS**, Jefferson County, Missouri, (hereafter, the “County”) in response to
9 certain Invitations for Bids and Requests for Proposals issued by the County, received bids
10 and proposals for the following items or services:

11 BID NAME

12 Brush Mower Attachment 2021

13 NUMBER OF BIDS RECEIVED

14 1

15 DATE OF BID OPENING

16 2-23-2021

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the
18 Department of Parks and Recreation has determined that certain bids and proposals

1 represent the lowest and best bid for the respective items or services and met the bid or
2 proposal specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to Wear Parts and Equipment Co., Inc. for a
5 term from date of approval to 3-7-2022 upon approval by the County Council and County
6 Executive for **total amount not to exceed \$7,299.00 for the term**, subject to budgetary
7 limitations.

8 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
9 **AS FOLLOWS:**

10 Section 1. The County awards the following bids and proposals which are
11 incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)
12 bidding for each respective item or service as follows:

13 BID NAME

14 Brush Mower Attachment 2021

15 TERM

16 date of approval to 3-7-2022

17 Upon approval by the County Council and County Executive

18 AMOUNT

19 **For total amount not to exceed \$7,299.00 for the term,**

20 subject to budgetary limitations

21 AWARDED BIDDER

22 Wear Parts and Equipment, Co., Inc.

1 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
2 County Executive to execute the agreement attached hereto and incorporated herein by
3 Reference as Exhibit “A” and any agreements or contracts necessary to effectuate the
4 award of the bids and proposals set forth in this Ordinance. The County Executive is
5 further authorized to take any and all actions necessary to carry out the intent of this
6 Ordinance.

7 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
8 thereto, and any contracts or agreements shall be maintained by the Department of the
9 County Clerk consistent with the rules and procedures for the maintenance and retention
10 of records as promulgated by the Secretary of State.

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

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THE ABOVE BILL ON THIS _____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

BY: _____

Reading Date: 03-08-2021

ORDINANCE NO.: 21-_____

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR CORRUGATED METALLIC PIPE 2021; AND**
5 **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**
6 **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**
7 **AWARD OF THE BIDS AND PROPOSALS.**

11	<u>BID NAME</u>
12	Corrugated Metallic Pipe 2021
13	<u>NUMBER OF BIDS RECEIVED</u>
14	1
15	<u>DATE OF BID OPENING</u>
16	2-9-21

Page 1 of 5

1 lowest and best bid for the respective items or services and met the bid or proposal
2 specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to Metal Culverts, Inc., for a term from 3-8-
5 21 to 3-7-22 upon approval by the County Council and County Executive for **up to**
6 **\$100,000.00 per term, for total amount not to exceed \$100,000.00 for the term**, subject
7 to budgetary limitations.

8 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
9 **AS FOLLOWS:**

10 Section 1. The County awards the following bids and proposals which are
11 incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)
12 bidding for each respective item or service as follows:

13 BID NAME

14 Corrugated Metallic Pipe 2021

15 TERM

16 3-8-21 to 3-7-22

17 Upon approval by the County Council and County Executive

18 AMOUNT

19 **Up to \$100,000.00 per term,**

20 **for total amount not to exceed \$100,000.00 for the term,**

21 subject to budgetary limitations

22 AWARDED BIDDER

1 Metal Culverts, Inc.

2 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
3 County Executive to execute the agreement attached hereto and incorporated herein by
4 Reference as Exhibit “A” and any agreements or contracts necessary to effectuate the
5 award of the bids and proposals set forth in this Ordinance. The County Executive is
6 further authorized to take any and all actions necessary to carry out the intent of this
7 Ordinance.

8 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
9 thereto, and any contracts or agreements shall be maintained by the Department of the
10 County Clerk consistent with the rules and procedures for the maintenance and retention
11 of records as promulgated by the Secretary of State.

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

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THE ABOVE BILL ON THIS _____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

BY: _____

Reading Date: 03-08-2021

ORDINANCE NO.: 21-_____

1 **AN ORDINANCE AWARDING BIDS FOR CERTAIN PRODUCTS AND**
2 **SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE**
3 **RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR**
4 **PROPOSALS FOR COURTHOUSE CHILLER REPLACEMENT 2021; AND**
5 **AUTHORIZATION FOR THE COUNTY EXECUTIVE TO EXECUTE ANY**
6 **NECESSARY AGREEMENTS OR CONTRACTS TO EFFECTUATE THE**
7 **AWARD OF THE BIDS AND PROPOSALS.**

11 BID NAME

13 NUMBER OF BIDS RECEIVED

15 DATE OF BID OPENING

17 **WHEREAS**, after reviewing the bids and proposals set forth above, the
18 Department of Public Works, Division of Facility Services has determined that certain bids

1 and proposals represent the lowest and best bid for the respective items or services and met
2 the bid or proposal specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to American Boiler & Mechanical for a term
5 from 3-8-2021 to 3-7-2022 upon approval by the County Council and County Executive
6 for **up to \$109,864.00 per term, for total amount not to exceed \$109,864.00 for the**
7 **term**, subject to budgetary limitations.

8 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
9 **AS FOLLOWS:**

10 Section 1. The County awards the following bids and proposals which are
11 incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)
12 bidding for each respective item or service as follows:

13 BID NAME

14 Courthouse Chiller Replacement 2021

15 TERM

16 3-8-21 to 3-7-22

17 Upon approval by the County Council and County Executive

18 AMOUNT

19 **Up to \$109,864.00 per term,**

20 **for total amount not to exceed \$109,864.00 for the term,**

21 subject to budgetary limitations

22 AWARDED BIDDER

American Boiler & Mechanical

Section 2. The Jefferson County, Missouri, Council hereby authorizes the County Executive to execute the agreement attached hereto and incorporated herein by Reference as Exhibit “A” and any agreements or contracts necessary to effectuate the award of the bids and proposals set forth in this Ordinance. The County Executive is further authorized to take any and all actions necessary to carry out the intent of this Ordinance.

Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses thereto, and any contracts or agreements shall be maintained by the Department of the County Clerk consistent with the rules and procedures for the maintenance and retention of records as promulgated by the Secretary of State.

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

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THE ABOVE BILL ON THIS _____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

BY: _____

Reading Date: 03-08-2021

INTRODUCED BY: COUNCIL MEMBER (s) _____

1 **AN ORDINANCE AUTHORIZING JEFFERSON COUNTY, MISSOURI TO**
2 **PARTICIPATE IN THE STATE OF MISSOURI OFFICE OF STATE COURTS**
3 **ADMINISTRATOR (OSCA) 2022 DELINQUENCY PREVENTION AND**
4 **DIVERSION PROJECT GRANT AND AUTHORIZING THE COUNTY**
5 **EXECUTIVE TO EXECUTE THE DOCUMENTS NECESSARY FOR THE**
6 **COUNTY TO PARTICIPATE IN SAID GRANT.**

7 **WHEREAS**, Jefferson County, Missouri (hereafter the “County”) is currently a
8 recipient of the 2021 Delinquency Prevention and Diversion Project Grant; and

9 **WHEREAS**, said grant is administered by the State of Missouri Office of State
10 Courts Administrator (OSCA); and

11 **WHEREAS**, the County desires to participate in the 2022 Delinquency Prevention
12 and Diversion Project Grant administered by the State of Missouri Office of State Courts
13 Administrator (OSCA); and

14 **WHEREAS**, the goal of the grant is to reduce the number of bullying, cyber-
15 bullying, and sexting incidents involving juveniles in Jefferson County; and

16 **WHEREAS**, an objective to this goal will be to continue the development of a
17 close partnership between the school districts, local resources, and the juvenile office; and

18

1 **WHEREAS**, an objective to this goal will be to heighten the awareness of parents
2 to the impact of bullying, cyber-bullying, and sexting/cell phone safety for prevention
3 purposes; and

4 **WHEREAS**, the County, based on the recommendation of Jefferson County
5 Juvenile Department, desires to participate in the 2022 Delinquency Prevention and
6 Diversion Project Grant for the amount of Twenty Thousand Dollars **(\$20,000.00)**, (July
7 1, 2021 to June 30, 2022), subject to budgetary limitations.

8 BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL, AS
9 FOLLOWS:

10 Section 1. The County Executive is hereby authorized to execute the 2022
11 Delinquency Prevention and Diversion Project Grant for the amount of Twenty Thousand
12 Dollars **(\$20,000.00)**, subject to budgetary limitations.

13 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
14 County Executive to execute the grant agreement incorporated by Reference as Exhibit
15 “A” and any agreements or contracts necessary to effectuate the award of the bids and
16 proposals set forth in this Ordinance. The County Executive is further authorized to take
17 any and all actions necessary to carry out the intent of this Ordinance.

18 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
19 thereto, and any contracts or agreements shall be maintained by the Department of the
20 County Clerk consistent with the rules and procedures for the maintenance and retention
21 of records as promulgated by the Secretary of State.

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

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THE ABOVE BILL ON THIS _____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

BY: _____

Reading Date: 03-08-2021

BILL NO.: 21-0306

ORDINANCE NO.: 21- _____

INTRODUCED BY: COUNCIL MEMBER (s) _____

1 **AN ORDINANCE AUTHORIZING JEFFERSON COUNTY, MISSOURI TO**
2 **PARTICIPATE IN THE STATE OF MISSOURI OFFICE OF STATE COURTS**
3 **ADMINISTRATOR (OSCA) 2022 DETENTION ALTERNATIVES PROJECT**
4 **GRANT AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE**
5 **DOCUMENTS NECESSARY FOR THE COUNTY TO PARTICIPATE IN SAID**
6 **GRANT.**

7 **WHEREAS**, Jefferson County, Missouri (hereafter the “County”) is currently a
8 recipient of the 2021 Detention Alternatives Project Grant; and

9 **WHEREAS**, said grant is administered by the State of Missouri Office of State
10 Courts Administrator (OSCA); and

11 **WHEREAS**, the County desires to participate in the 2022 Detention Alternatives
12 Project Grant administered by the State of Missouri Office of State Courts Administrator
13 (OSCA); and

14 **WHEREAS**, the goal of the grant is to successfully sustain the implementation of
15 the Juvenile Detention Alternatives Initiative (JDAI) in Jefferson County; and

16 **WHEREAS**, the Juvenile Court will be entering the eleventh year of JDAI
17 implementation for Jefferson County; and

18 **WHEREAS**, an objective to this goal will be to reduce the number of juveniles
19 admitted to secure detention; and

1 **WHEREAS**, an objective to this goal will be to reduce the number of juveniles of
2 color in secure detention program; and

3 **WHEREAS**, the County, based on the recommendation of Jefferson County
4 Juvenile Department, desires to participate in the 2022 Detention Alternatives Project
5 Grant to reduce the number of juveniles of color in secure detention programs for the
6 amount of Twenty-Two Thousand Four Hundred Fifty-Six Dollars and 80/100
7 **(\$22,456.80)**, (July 1, 2021 to June 30, 2022), subject to budgetary limitations.

8 BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL, AS
9 FOLLOWS:

10 Section 1. The County Executive is hereby authorized to execute the 2022
11 Detention Alternatives Project Grant for the amount of Twenty-Two Thousand Four
12 Hundred Fifty-Six Dollars and 80/100 **(\$22,456.80)**, subject to budgetary limitations.

13 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
14 County Executive to execute the grant agreement incorporated by Reference as Exhibit
15 “A” and any agreements or contracts necessary to effectuate the award of the bids and
16 proposals set forth in this Ordinance. The County Executive is further authorized to take
17 any and all actions necessary to carry out the intent of this Ordinance.

18 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
19 thereto, and any contracts or agreements shall be maintained by the Department of the
20 County Clerk consistent with the rules and procedures for the maintenance and retention
21 of records as promulgated by the Secretary of State.

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

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THE ABOVE BILL ON THIS _____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

BY: _____

Reading Date: 03-08-2021

1 lowest and best bid for the respective items or services and met the bid or proposal
2 specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to Clarke Power Services, Inc, Discovery
5 Design Truck Body & Equipment, Summit Truck Group, Rush Truck Centers, O'Reilly
6 Automotive Stores, Inc., DBA O'Reilly Auto Parts, Tractor Trailer Supply for a term from
7 3-8-21 to 3-7-2022 upon approval by the County Council and County Executive for **up to**
8 **\$100,000.00 per term, for total amount not to exceed \$100,000.00 for the term**, subject
9 to budgetary limitations.

10 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
11 **AS FOLLOWS:**

12 Section 1. The County awards the following bids and proposals which are
13 incorporated by this reference as if fully set out herein, to the lowest and best vendor(s)
14 bidding for each respective item or service as follows:

15 BID NAME

16 Heavy Truck Parts, Supplies & Repair 2021

17 TERM

18 3-8-21 to 3-7-22

19 Upon approval by the County Council and County Executive

20 AMOUNT

21 **Up to \$100,000.00 per term,**

22 **for total amount not to exceed \$100,000.00 for the term,**

1 subject to budgetary limitations

2 AWARDED BIDDER

3 Clarke Power Services, Inc. (A1)

4 Discovery Design Truck Body & Equipment (A2)

5 Summit Truck Group (A3)

6 Rush Truck Centers (A4)

7 O'Reilly Automotive Store, Inc. DBA O'Reilly Auto Parts (A5)

8 Tractor Trailer Supply (A6)

9 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
10 County Executive to execute the agreement attached hereto and incorporated herein by
11 Reference as Exhibit "A1-A6" and any agreements or contracts necessary to effectuate the
12 award of the bids and proposals set forth in this Ordinance. The County Executive is
13 further authorized to take any and all actions necessary to carry out the intent of this
14 Ordinance.

15 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
16 thereto, and any contracts or agreements shall be maintained by the Department of the
17 County Clerk consistent with the rules and procedures for the maintenance and retention
18 of records as promulgated by the Secretary of State.

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

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THE ABOVE BILL ON THIS _____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

BY: _____

Reading Date: 03-08-2021

BILL NO.: 21-0308

ORDINANCE NO.: 21- _____

INTRODUCED BY: COUNCIL MEMBER (s) _____

1 **AN ORDINANCE REQUESTING PURCHASE OF GOVERNMENT**
2 **SOFTWARE SOLUTIONS ANNUAL MAINTENANCE AGREEMENT WITH**
3 **MITCHELL HUMPHREY, AND TO AUTHORIZE THE APPROVAL OF THE**
4 **PURCHASE FOR THE DEPARTMENT OF INFORMATION TECHNOLOGY.**

5 **WHEREAS**, Jefferson County, Missouri, (hereafter, the “County”) Department of
6 Information Technology is requesting to purchase Government Software Solutions Annual
7 Maintenance from Mitchell Humphrey who is the sole source manufacturer and provider
8 of the Government Software Solutions; and

9 **WHEREAS**, the Government Software Solution system will allow for inspection
10 tracking, reporting as well as keeping track of the permit system for construction projects;
11 and

12 **WHEREAS**, the Government Software Solutions system includes the annual
13 maintenance on the following GGS BNDL 1 Construction Manager Permit System, GSS
14 BNDL 1 Customization, GSS IVR Integration Tool Kit – CPM Interface BNDL 1, GSS
15 Periodic Inspection Tracking BNDL 1, and GSS Reports BNDL 1; and

16 **WHEREAS**, the Department of Information Technology requests to purchase the
17 Government Software Solutions through the sole-source vendor, Mitchell Humphrey.; and

18 **WHEREAS**, the funds for this purchase were budgeted and are in the Department
19 of Information Technology budget; and

1 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interests
2 of the County to approve the requested purchase of the Government Software Solutions
3 annual maintenance with the sole-source vendor, Mitchell Humphrey for a term date of 4-
4 1-21 to 4-31-22 upon approval by the County Council and County Executive for the total
5 amount up to **\$8,420.00** subject to budgetary limitations.

6 **NOW, THEREFORE, BE IT ENACTED BY THE JEFFERSON COUNTY,**
7 **MISSOURI, COUNCIL, AS FOLLOWS:**

8 Section 1. The County approves the requested purchase of the Government
9 Software Solutions annual maintenance with the sole-source vendor, Mitchell Humphrey
10 for the following GGS BNDL 1 Construction Manager Permit System, GSS BNDL 1
11 Customization, GSS IVR Integration Tool Kit – CPM Interface BNDL 1, GSS Periodic
12 Inspection Tracking BNDL 1, and GSS Reports BNDL 1 for a term of 4-1-21 to 3-31-22
13 upon approval by the County Council and County Executive for the total amount up to
14 **\$8,420.00** subject to budgetary limitations.

15 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
16 County Executive to execute any agreements or contracts necessary to effectuate the award
17 of the bids and proposals set forth in this Ordinance. The County Executive is further
18 authorized to take any and all actions necessary to carry out the intent of this Ordinance.

19 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
20 thereto, and any contracts or agreements shall be maintained by the Department of the
21 County Clerk consistent with the rules and procedures for the maintenance and retention
22 of records as promulgated by the Secretary of State.

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

THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:

Council Member District 1, Brian Haskins

Council Member District 2, Renee Reuter

Council Member District 3, Phil Hendrickson

Council Member District 4, Charles Groeteke

Council Member District 5, Tracey Perry

Council Member District 6, Daniel Stallman

Council Member District 7, James Terry

THE ABOVE BILL ON THIS _____ DAY OF _____, 2021:

 PASSED **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,
MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS
BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF
_____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

BY: _____

Reading Date: 03-08-2021

WHEREAS, the Department of Public Works of Jefferson County, Missouri, requested renewal from the awarded bidder, AAA Zoellner Materials, Breckenridge Material Company, and Arnold Ready Mix Corp., to renew the contract for the Ready Mix Concrete with the County; and

WHEREAS, the Jefferson County, Missouri, County Council finds it is in the best interest of the County to renew the bid award for Ready Mix Concrete 2020 for the term of 3-21-21 to 3-20-22 with AAA Zoellner Materials, Breckenridge Material Company, and Arnold Ready Mix Corp., with approval of the County Council and County Executive up to **\$100,000.00 per term, for total amount not to exceed \$100,000.00 for the term**, subject to budgetary limitations.

BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,

AS FOLLOWS:

Section 1. The County authorizes the renewal of the bid awards for an additional one-year term as follows:

BID NAME

Ready Mix Concrete 2020

TERM

3-21-21 to 3-20-22

Upon approval of the County Council and County Executive

AMOUNT

Up to \$100,000.00 per term,

for total amount not to exceed \$100,000.00 for the term,

1 subject to budgetary limitations

2 AWARDED BIDDER

3 AAA Zoellner Materials (A1)

4 Breckenridge Material Company (A2)

5 Arnold Ready Mix Corp. (A3)

6 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
7 County Executive to execute a renewal agreement, attached hereto and incorporated herein
8 by reference and attached as Exhibit A1 through A3. The County Executive is further
9 authorized to take any and all actions necessary to carry out the intent of this Ordinance.

10 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
11 thereto, and any contracts or agreements shall be maintained by the Department of the
12 County Clerk consistent with the rules and procedures for the maintenance and retention
13 of records as promulgated by the Secretary of State.

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

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THE ABOVE BILL ON THIS _____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

BY: _____

Reading Date: 03-08-2021

ORDINANCE NO.: 21-_____

1 **AN ORDINANCE TO UTILIZE THE STATE OF MISSOURI CONTRACT**
2 **PRICING FOR MISSOURI LAW ENFORCEMENT UNDER CONTRACT**
3 **CC200147001 WITH GULF STATES DISTRIBUTORS, INC. FOR AMMUNITION,**
4 **AND TO AUTHORIZE THE EXECUTION OF A PURCHASE FOR THE**
5 **DEPARTMENT OF THE SHERIFF.**

9	<u>BID NAME</u>
---	-----------------

11 Contract C200147001

13 1

17 **WHEREAS**, the Department of the Sheriff will utilize the pricing under the
18 Missouri State Contract to purchase Ammunition; and

WHEREAS, the State of Missouri contract pricing for Ammunition contract CC200147001 with Gulf States Distributors, Inc., for a total not to exceed **\$80,000.00**; and

WHEREAS, .40 Caliber ammunition for \$40,000.00 and .223 Caliber Ammunition for \$40,000.00; and

WHEREAS, the Jefferson County, Missouri, Council finds it is in the best interests of the County to award the bids and proposals to the vendor participant, Gulf States Distributors, Inc., for the purchase of Ammunition for the Department of the Sheriff for a term from date of approval through 11-18-21 by the County Council and County Executive, for a total not to exceed **\$80,000.00**, 40 Caliber ammunition for \$40,000.00 and .223 Caliber Ammunition for \$40,000.00 subject to budgetary limitations.

**NOW, THEREFORE, BE IT ENACTED BY THE JEFFERSON COUNTY,
MISSOURI, COUNCIL, AS FOLLOWS:**

Section 1. The County awards the following bids and proposals which are incorporated by this reference as if fully set out herein, to all the vendors bidding for each respective item or service as follows:

BID NAME

Duty Ammunition

Contract CC200147001

TERM

Date of approval through 11-18-21 by the County Council and County Executive

AMOUNT

For the total amount, up to **\$80,000.00**

1 **\$40,000.00 for .40 Caliber Ammunition**

2 **\$40,000.00 for .223 Caliber Ammunition**

3 and subject to budgetary limitations

4 **AWARDED BIDDER**

5 Gulf States Distributors, Inc.

6 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
7 County Executive to execute any agreements or contracts necessary to effectuate the award
8 of the bids and proposals set forth in this Ordinance. The County Executive is further
9 authorized to take any and all actions necessary to carry out the intent of this Ordinance.

10 Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
11 thereto, and any contracts or agreements shall be maintained by the Department of the
12 County Clerk consistent with the rules and procedures for the maintenance and retention
13 of records as promulgated by the Secretary of State.

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

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

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THE ABOVE BILL ON THIS _____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

BY: _____

Reading Date: 03-08-2021

BILL NO.: 21-0311

ORDINANCE NO.: 21-_____

INTRODUCED BY: COUNCIL MEMBER(s)_____

1 **AN ORDINANCE INCORPORATING, APPROVING AND AUTHORIZING**
2 **A CONTRACTUAL AGREEMENT FIXING SALARIES AND OTHER**
3 **CONDITIONS AND TERMS OF EMPLOYMENT OF CERTAIN EMPLOYEES OF**
4 **THE JEFFERSON COUNTY, MISSOURI, DEPARTMENT OF PUBLIC WORKS,**
5 **HIGHWAY DIVISION FROM MARCH 9, 2021, TO DECEMBER 31, 2023, BY AND**
6 **WITH INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 148.**

7 **WHEREAS**, Jefferson County, Missouri, (“County”) through The Department of
8 Public Works and the Highway Division, is engaged in furnishing an essential public service
9 which vitally affects the health, safety, comfort and general well-being of the people in the
10 County; and,

11 **WHEREAS**, it is the obligation of the County to expend public money in the
12 Highway Fund to achieve the best roads and highways possible at a reasonable cost to the
13 taxpayers of Jefferson County, Missouri; and,

14 **WHEREAS**, this responsibility to the public is also the responsibility of employees
15 of the County and requires that any disputes pertaining to the interpretation of rights of the
16 employees and County be settled in an orderly way and the law prohibits any interruption of
17 service; and,

1 **WHEREAS**, in accordance with operating a Highway Division within The
2 Department of Public Works (“Division”) said Division has personnel in its employ who
3 are not fully covered by all of the terms and conditions of the Jefferson County, Missouri,
4 Personnel Administration Program’s Rules and Regulations, Merit System and Pay Plan
5 and have been historically represented through contract by an agent for the employees of
6 the Department of Public Works and most specifically the Highway Division; and,

7 **WHEREAS**, it is agreed with the bargaining agent for the employees of the
8 Division represented by that agent (International Union of Operating Engineers, Local 148
9 , “Union” or “Agent”) that this responsibility to the public is a mutual responsibility of
10 employees and Jefferson County, Missouri, (“Management” or “County”) which requires
11 that any disputes pertaining to the interpretation of rights of the employees and
12 management be settled in an orderly manner without interruption of service through the
13 Agreement and Contract set out below as part of and incorporated into this Ordinance; and,

14 **WHEREAS**, the parties to this Agreement and Contract have negotiated in good
15 faith with the advice of legal counsel, agents and/or other representatives of each party and
16 each hereby acknowledge that they and/or their representatives have read this Agreement
17 and Contract set forth herein, understand and agree to the same and desire the Jefferson
18 County, Missouri, Council to approve this Agreement and Contract as it is in the best
19 interests of all parties thereto and the citizens of Jefferson County, Missouri; and,

20 **WHEREAS**, this Ordinance incorporating the Agreement and Contract of the
21 parties shall constitute the whole and complete Agreement and Contract by and between

1 the County, the bargaining agent and the employees referred to herein and that the same
2 may be modified from time to time by mutual agreement in writing of the parties as set
3 forth below after approval by the Union and Jefferson County, Missouri, Council.

4 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
5 **AS FOLLOWS:**

6 **SECTION 1. RECOGNITION OF BARGAINING AGENT**

7 A. (1). The County recognizes the International Union of Operating Engineers, Local
8 148, as the sole and exclusive bargaining representative of employees of the Jefferson County,
9 Missouri, Highway Division engaged in the maintenance, repair and construction of Jefferson
10 County's roads and bridges, but not including supervisory, technical, office or clerical
11 employees. Local No. 148 is the sole and exclusive bargaining representative, for the purpose
12 of presenting proposals to the County relative to salaries and other conditions of employment
13 and meeting, conferring and discussing such proposals with the County or its designated
14 representative with respect to the above-specified employees of the Jefferson County
15 Highway Division.

16 A. (2). All employees of the Bargaining Unit represented by the International Union
17 of Operating Engineers, Local 148, shall be governed by the ordinances of the County relating
18 to them. Those persons who have a physical or mental impairment which would entitle them
19 to an accommodation under the American with Disabilities Act of 1990, 42 U.S.C. Section
20 12101, insofar as such accommodation is required to be made, may be exempt from various
21 provisions of this Ordinance, Agreement and Contract which conflict with an accommodation

1 required to be made. Employees who believe they are disabled shall notify the Human
2 Resources Manager, specifying the nature of the claimed disability and any reasonable
3 accommodation that may be required. The Human Resources Manager shall prepare a written
4 form on which such information shall be provided. The Human Resources Manager shall
5 require the employee to submit to an appropriate medical examination to determine the nature
6 of the disability and any reasonable accommodation that may be required.

7 A. (3). It shall be the responsibility of Local 148 to present its written requests for
8 changes to this Ordinance and to meet and confer with regard to this Ordinance to the County
9 by August 1 of the final year of this Ordinance, Agreement and Contract.

10 **SECTION 2. WORK SCHEDULE**

11 A. Employees shall be guaranteed a forty (40) hour work week between each
12 Sunday at 6:30 p.m. and Friday at 11:59 p.m. Under a State of Emergency that is applicable
13 to Jefferson County, Missouri, as declared by the County Executive, Missouri Governor or
14 United States President that pertains to a health, safety or welfare crisis, the County will make
15 every effort to provide a forty (40) hour work week. Each employee of the Jefferson County
16 Highway Division covered by this Ordinance, Agreement and Contract shall be required to
17 work forty (40) hours during said period each week, as scheduled by the Highway Division,
18 and report to work at the time scheduled. Unless otherwise directed by the County, an
19 employee's workday shall be from 6:30 a.m. to 3:00 p.m. including a one-half hour unpaid
20 meal period, Monday through Friday. If this schedule is deemed operationally ineffective,
21 then the work schedule shall be modified to 7:00 a.m. to 3:30 p.m. with all other conditions

1 being held the same. Management will inform the Union at the next scheduled Labor-
2 Management meeting prior to this modification going into effect. Employees shall be excused
3 from reporting for work at the time scheduled and working as scheduled only for those reasons
4 specified in this Ordinance and any other reason hereafter authorized by the County.

5 B. (1). Employees shall be entitled to be absent from all or part of any three (3) work
6 days in a calendar year which shall be considered "personal time off". An absence from
7 scheduled time of work on any one (1) day of an hour or longer or leaving before the end of
8 the scheduled workday shall be considered a time of personal time off. Personal time off
9 requests shall be evaluated on a case by case basis during any time when emergency
10 conditions exist, including times of snow removal. An employee shall not be paid for personal
11 time off. In cases where an employee needs to be absent from work, they should inform their
12 Supervisor at least thirty (30) minutes prior to the starting of their scheduled shift the date of
13 the absence. Employees are not entitled to unpaid time outside of these prescribed "personal
14 time off" days, or any unpaid leave covered by the Personnel Administration Program
15 (military leave, FMLA, etc.). Any unapproved events of "no pay" shall be subject to discipline
16 pursuant to Section 17, Paragraph B (17).

17 B. (2). In other than emergency situation that is beyond the employee's control and
18 the employee needs to be absent from work, an employee who does not notify their supervisor
19 at least thirty (30) minutes prior to the start of their scheduled shift may receive up to a verbal
20 warning on the first failure to notify and shall receive a written reprimand on a second and all
21 subsequent failures to notify.

1 B. (3). A failure to notify shall be considered an unauthorized absence from work and
2 cause for discipline pursuant to Section 17(B) (17) to the extent not inconsistent with this
3 paragraph B.

4 C. All employees required to work over forty (40) hours in a workweek shall
5 receive time and one-half (1 1/2) their regular hourly rate for all time over forty (40) hours
6 worked during that week.

7 D. Employees shall work overtime when requested to do so by a Supervisor in
8 order to complete a project which is not completed at the end of the employees' work day,
9 provided that notice be given the employee two (2) hours prior to the end of the work day.
10 On all days when snow or ice is being removed employees shall contact their district shed and
11 leave a phone number where they can be contacted to give notice of when their services will
12 be needed. Each employee shall be assigned to a shift for snow removal based upon the Snow
13 Route Assignment Policy that is attached hereto as Exhibit B. All employees may be required
14 to work mandatory overtime during a snow emergency or county declared state of emergency.
15 A snow emergency exists when declared by the Director of Public Works.

16 E. All overtime is to be authorized by a Highway Supervisor and to be
17 distributed as equally as possible among workers in the district by the classifications
18 affected. The Highway Division will maintain a record of overtime that will be posted and
19 available for employees' information. Any employee who refuses offered overtime shall
20 be considered to have received the offered overtime, and it shall be included in the record

1 of overtime. Overtime work in any district shall be first offered to the employees in that
2 district who have classifications that qualify them for the work required.

3 F. The Highway Division may schedule employees to work four (4) days each
4 week for ten (10) hours per day. The daily work schedule is 6:00 a.m. to 4.30 p.m. or 6:30
5 a.m. to 5:00 p.m., including a half-hour unpaid lunch period, at the discretion of the Director
6 of Public Works or as designated. Annual leave scheduled during this time shall be in full
7 day increments only, in one (1) week blocks. There shall be no shift differential during the
8 time that the four (4) day per week ten (10) hour per day schedule is in effect.

9 G. Employees called out to work outside of their regular daily work schedule
10 shall be paid for four (4) hours work regardless if the hours actually worked is less than four
11 (4) hours. The difference between the hours actually worked and four (4) hours shall not
12 count toward the calculation of overtime.

13 **SECTION 3. WAGES**

14 A. On the date of adoption of this Ordinance, Agreement and Contract, the
15 following rates of pay shall be in effect:

16	<u>CLASSIFICATION</u>	<u>2021 Hourly Rate</u>
17	Master Mechanic	\$25.00
18	Mechanic/Welder	\$22.65*
19	Parts Person	\$22.65*
20	Lead Person (Full-Time or Temporary)	10% above Operator/Laborer**

1	Operator/Laborer	\$20.87*
2	Driver/Laborer II	\$20.32***
3	Driver/Laborer I	\$16.00
4	Temporary Employee	\$12.00

5 * The wages shown for Mechanic/Welder, Parts Person, and Operator/Laborer
6 are for new hires only. Any promotion into these classifications from a lower
7 classification will be paid the current rate of pay for those classifications.

8 ** The Lead Person shall make 10% above the current rate of Operator/Laborer at the
9 time of promotion.

10 *** The wage shown for Driver/Laborer II is only for employees promoted from the
11 Driver/Laborer I classification. After 12 months, these promoted employees will
12 receive an increase to equal the pay of the current Driver/Laborer II classified
13 employees. At no time will the number of employees classified as Driver/Laborer I
14 exceed 40% of the total employees classified as Driver/Laborer.

15 B. Annual pay adjustments shall be applied to all current bargaining unit
16 employees affected under the terms of this agreement. Annual pay adjustments shall be as
17 follows:

18 1) For bargaining unit employees hired on or before March 9, 2021, a \$0.50 increase
19 in hourly pay rate.

1 2) For bargaining unit employees hired on or before January 1, 2022, a \$0.50 increase
2 in hourly pay rate.

3 3) For bargaining unit employees hired on or before January 1, 2023, a \$0.50 increase
4 in hourly pay rate.

5 These pay adjustments shall be made at the beginning of the pay period closest to the first of
6 year for the 2022 and 2023 pay adjustments; however, the pay adjustment for 2021 shall be
7 made at the beginning of the pay period closest to full execution of this agreement by the
8 parties, and shall not relate back to January 1, 2021.

9 C. Employees shall be paid every other Friday.

10 D. An employee will not be assigned to do work of a classification that receives
11 pay higher than the employee's classification.

12 E. Employees working before or after their regularly scheduled day shift shall
13 receive a shift differential in addition to their regular wages of \$0.75 (seventy-five cents) for
14 each hour worked during such periods. An exception to the additional wages of \$0.75 per
15 hour shall be a scheduled ten (10) hour workday.

16 **SECTION 4. BIDDING AND POSTING**

17 A. The County shall, from time to time, determine the number of employees
18 required in each classification. In no event shall an employee's classification, other than those
19 specified in Section 4 (C) of the order, be changed to a lower paying classification without the
20 employee's consent.

1 B. (1). When it is determined an opening exists in any classification other than those
2 specified in Section 4 (C) of the order, the opening shall be posted forthwith. Such posting
3 shall identify the classification, job requirements and location for which bids will be received.
4 Such opening shall remain posted for a period of five (5) days exclusive of Saturdays, Sundays
5 and holidays.

6 B. (2). The Highway Superintendent shall determine the employee that is to be
7 awarded the bid. Their decision shall be based on the employee's seniority and ability to meet
8 the requirements specified in the job description. The person awarded the bid shall be required
9 to demonstrate the ability and competency to perform in the classification awarded within
10 thirty (30) days of the award unless a different time period is specified in the job description.
11 The employee shall not receive the pay rate for the classification awarded until such
12 demonstration has been made to the satisfaction of the Highway Superintendent. The
13 Highway Superintendent may establish tests and performance necessary to establish the
14 ability and competency to perform the classification.

15 B. (3). If the person awarded the bid has not demonstrated ability and competency
16 within the time specified, the employee shall return to the employee's prior classification, and
17 the opening shall be rebid. If no bidders are qualified, then a non-employee may be hired to
18 fill the opening.

19 B. (4). Employees who refuse a bid awarded to the employee and employees who
20 have failed to demonstrate the ability and competency to perform in a classification awarded

1 shall not be eligible to bid on the same job classification until six (6) months from the date of
2 refusal or failure of demonstration.

3 C. A Lead Person (Temporary) may be designated by the County on any work
4 crew as needed. This could take place in addition to or in absence of an employee assigned
5 to said crew that might hold the job classification of Lead Person (Full-Time).

6 D. (1). The following classifications shall be filled by the County without resorting
7 to bidding or the procedures set forth in Paragraph B of this section and shall serve at the
8 pleasure of the County: Lead Person (Temporary), Parts Person and Master Mechanic. The
9 classification of Lead Person (Full-Time) is subject to the procedures set forth in Paragraph B
10 of this section and does not serve at the pleasure of the County.

11 D. (2). Any demotion from the position of Lead Person (Temporary), Parts Person or
12 Master Mechanic carries with it a corresponding reduction in hourly compensation.

13 E. In the event that any person who shall have been appointed to a classification is
14 removed from that classification or desires to be reduced to a classification of lesser pay, the
15 employee shall be placed in the highest paying classification previously held, unless the
16 employee specifies a lower paying classification.

17 F. Probationary employees shall be eligible to bid for classification openings.

18 G. The County reserves the right of assignment of its employees to such jobs
19 within their classification or any lower paying classification and at such locations it deems
20 appropriate, provided that there shall be no decrease in salary.

1 H. An employee shall not be considered qualified for any classification that
2 receives higher pay than the employee's classification at the time of a bid.

3 **SECTION 5. SAFETY SHOES**

4 A. The County shall purchase and furnish to each member of the bargaining unit
5 one (1) pair of safety shoes per year with steel or composite toes. Each employee shall be
6 required to wear safety shoes at all times while engaged in their employment with the
7 Jefferson County Highway Division. An employee may wear like shoes containing steel or
8 composite toes which are approved by the Highway Division in lieu of wearing the shoes
9 furnished under the provisions of this section. The County may issue a voucher to each
10 employee for this purpose in an amount not to exceed One Hundred Seventy-Five Dollars
11 (\$175.00).

12 **SECTION 6. UNIFORMS**

13 The County shall furnish for each employee in the bargaining unit uniforms. Each
14 employee for whom uniforms are provided shall be responsible for the maintenance and
15 protection of the uniforms and responsible for any lost or damaged uniforms other than
16 ordinary wear and tear, as defined by any existing agreement with the County's contracted
17 vendor. Each employee for whom uniforms are furnished shall wear the uniforms at all times
18 while engaged in their employment for the Jefferson County Highway Division. Employee
19 provided solid white, non-graphical t-shirts may be worn in place of the uniform shirt from
20 May 1st through October 1st of each calendar year at the employee's discretion, and from
21 October 1st through May 1st at the supervisor's discretion. High-visibility safety garments,

1 approved by the Highway Superintendent and/or Safety Officer, shall be worn as the
2 outermost garment at all times while on duty.

3 The wearing of County provided uniform shirts is mandatory; however, the wearing
4 of uniform pants is the option of the employee. Any employee that exercises their option to
5 reject the issuance of County provided uniform pants shall not receive the option to accept
6 them again until the start of the next uniform contract or renewal thereof.

7 **SECTION 7. HOLIDAYS**

8 A. The following holidays are days legally observed as such and shall be granted
9 employees with pay: New Year's Day, Dr. Martin Luther King's Birthday, Lincoln's
10 Birthday, President's Day, Truman's Birthday, Memorial Day, Independence Day, Labor
11 Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day
12 and all other scheduled holidays observed by the County.

13 B. Holidays falling on Sunday shall be celebrated on the following Monday.
14 Holidays falling on Saturdays shall be celebrated on the preceding Friday.

15 C. Holidays not worked shall be counted as days worked in computing weekly
16 overtime.

17 D. Employees shall receive holiday pay only if they are paid for eight (8) hours
18 of work the day directly preceding and the day immediately following the holiday.

19 E. Each County observed holiday shall run from 12:00 a.m. to 11:59 p.m.
20 Employees affected under the terms of this agreement that are required to work on a County

1 observed holiday shall only receive overtime pay status for actual time worked during the
2 observed limits of the holiday.

3 **SECTION 8. ANNUAL LEAVE**

4 A. The employees shall be granted paid annual leave. One day of annual leave
5 shall be equal to a maximum of eight (8) work hours. Annual leave taken shall be calculated
6 based upon the number of hours taken. For clarification, in the event of a ten (10) hour work
7 day, only eight (8) hours of annual leave may be applied. Annual leave shall be granted in
8 accordance with the following schedule:

9	<u>Years of Service</u>	<u>Annual Leave Accrual</u>
10	During one (1) year of service:	.5 days per month
11	During two (2) through seven (7):	1.0 days per month
12	During eight (8) through fourteen (14):	1.5 days per month
13	During fifteen (15) through nineteen (19):	2.0 days per month
14	During twenty (20) and each year thereafter:	
15	Add one (1) additional day per year with a maximum of thirty	
16	(30) days leave per anniversary year	

17 B. (1). Employees may request annual leave (in increments of at least one (1) hour)
18 subject to the requirements and limitations of a vacation calendar. All employees shall submit
19 their vacation requests in writing to the County no later than March 31st of each year and
20 covering the remainder of the calendar year. A vacation calendar will then be established by
21 the Highway Superintendent allowing up to a maximum of two (2) employees within each

1 job classification under each Highway Supervisor at each shed location to be out of work on
2 vacation on any given workday. The vacation calendar will be established based on seniority
3 for any requests that are in excess of the maximum number allowed under each job
4 classification and location. Any request for annual leave received after March 31st will be
5 subject to the remaining availability within the vacation calendar, and therefore shall be
6 considered at-risk for rejection. Seniority will not be a consideration on annual leave requests
7 received after March 31st. All requests will be evaluated as they are received and as
8 availability allows.

9 Exceptions shall be made for the work weeks of Memorial Day holiday, Fourth of
10 July holiday and deer season as designated. The aforementioned weeks shall not be subject
11 to all of the limitations stated previously. Instead, the County will allow all crews during these
12 weeks to operate down to a minimum of two (2) employees within each job classification
13 under each Highway Supervisor at each shed location. Vacation calendar requests received
14 by the March 31st deadline will still take precedent over all requests received after in case
15 there is an issue in meeting this required minimum.

16 B. (2). A year shall be considered completed on the first day on the month following
17 actual completion of twelve (12) months of service, except if twelve (12) months of service
18 are completed on the first working day of the month, that day shall be the completion date.

19 B. (3). An employee shall continue to earn annual leave during a period of paid leave.

1 B. (4). An employee shall not earn annual leave during a month in which the
2 employee was on leave without pay for more than fifteen (15) calendar days (includes workers
3 compensation).

4 B. (5). An employee may not maintain a balance in excess of the annual leave accrued
5 for the current anniversary year.

6 C. After an employee has been employed for two (2) years, the employee may
7 take up to two (2) weeks of accrued annual leave, in increments of at least one hour provided
8 that any request for annual leave is made twenty-four (24) hours in advance for each full day
9 requested to be off work. Employees may take accrued annual leave in increments of one
10 hour, provided the request has been made in writing delivered to a supervisor not less than
11 twenty-four (24) hours prior to the commencement of the annual leave period requested. The
12 Supervisor shall have a minimum of twenty-four (24) hours and a maximum of forty-eight
13 (48) hours to approve or deny the requested annual leave period depending on the number of
14 days off in the request. All annual leave requests received shall be subject to the limitations
15 set forth in Paragraph B (1).

16 D. In the event two (2) or more employees select the same dates of annual leave,
17 seniority shall prevail.

18 E. In the event of termination of employment, the employee or their estate shall
19 receive all accrued annual leave pay.

20 F. Annual leave days not worked and safety time not worked shall be counted as
21 days worked in computing weekly overtime.

1 G. Employees may be required to work the Saturday and Sunday before their
2 scheduled week of annual leave during the months of November, December, January,
3 February and March.

4 H. The County may buy back up to ten (10) days annual leave from employees
5 with more than fifteen (15) years of service, and up to five (5) days annual leave from
6 employees with more than seven (7) years of service.

7 **SECTION 9. BEREAVEMENT LEAVE**

8 A leave of absence with pay not to exceed three (3) days per death will be allowed
9 to attend the funeral of an employee's immediate family. The term "immediate family"
10 shall mean (including step) children, spouse, parents, grandparents, brother, brother in-
11 law, sister, sister in-law, and parents and grandparents of spouse.

12 The employee must provide a funeral notice specifying the relationship in order to be
13 entitled to the leave provided in this paragraph.

14 **SECTION 10. SENIORITY**

15 A. Employees shall have seniority from their original date of employment with
16 the Highway Division. Any reduction in personnel shall be on a seniority basis, that being
17 the employee with the least seniority being the first laid off. The last employee laid off shall
18 be the first employee recalled, at their previous rate of pay, provided the employee returns to
19 work within four (4) days of notification by the County. Any time worked for a different
20 County department will not advance new employees beyond existing employees, but will be
21 counted as time of service for any accrued benefits.

1 B. All new employees shall be on probation for a period of one-hundred eighty
2 (180) days. The probationary period may be extended ninety (90) days by the County upon
3 written notice to the employee during term of the initial one-hundred eighty (180) days of
4 employment. During the probationary period, the employee may be discharged without cause
5 and shall have no recourse to the grievance procedure provided herein.

6 C. The County reserves the right to hire up to twelve (12) temporary employees
7 annually who shall not be governed by the terms of this Ordinance during the term of
8 temporary service up to ninety (90) calendar days.

9 **SECTION 11. SICK LEAVE**

10 A. Full-time regular employees shall earn and accrue sick leave benefits at the
11 rate of eight (8) hours per pay month up to a maximum of nine hundred sixty (960) hours. An
12 employee will continue to earn sick leave during a period of paid leave. An employee will not
13 earn sick leave during a pay month in which the employee was on a leave without pay for
14 more than fifteen (15) calendar days.

15 B. An employee may use sick leave only for a bona fide illness, injury,
16 pregnancy, or for medical, dental, or psychiatric examination or treatment. Loss of work time
17 due to illness in the immediate family of an employee, which requires the personal care and
18 attention of the employee, may be charged against the accumulated sick leave of the
19 employee. The term "immediate family" shall mean (including step) children, spouse, parents,
20 grandparents, grandchild, brother or sister, and parents of the employee's spouse. Unusual
21 cases will be handled on an individual basis by the Director of Administration. Employees

1 shall not have the option to take a sick day unpaid if they have accruals available to them in
2 their bank. Sick leave may be taken in increments of at least one hour.

3 C. Sick leave exceeding three (3) consecutive days or sick leave that is extended
4 and is subject to a short-term disability will require a physician's certification stating that the
5 employee cannot perform the essential duties of the job. The County reserves the right to
6 initiate a leave if the employee is unable to perform the essential duties of the job

7 D. Upon termination from County employment, an employee will not be
8 reimbursed for unused sick leave except when the employee retires after the age of fifty-five
9 (55) and the employee is a vested employee. An employee is vested after five (5) years of
10 continuous employment with the County. Vested, retiring employees will be compensated for
11 unused sick hours at a rate of fifty percent (50%) of accrued sick hours at the date of
12 termination of employment, or to an employee's estate upon their death.. This provision
13 applies only to employees hired before January 1, 2018. Employees hired after the effective
14 date of this policy will not be reimbursed for unused sick leave upon termination for any
15 reason.

16 E. Employees are expected to call in on each occasion of absence from work.
17 They should contact the County in accordance with departmental procedure prior to the start
18 of the workday when possible, but no later than one (1) hour after the start of their regularly
19 scheduled shift. Employees should understand that calling in, by itself, does not justify an
20 absence. It is the responsibility of the Highway Superintendent and, if necessary, the
21 Human Resources Manager to determine that absence from work is due to actual illness or

1 injury. Employees may be required to furnish a doctor's certification to support their
2 absence and/or verifying the fitness to return to work after an absence of more than three
3 (3) consecutive days.

4 F. Excessive absenteeism is grounds for disciplinary action up to and including
5 termination.

6 G. The Director of Public Works must verify records of the use of each
7 employee's sick leave and verify the accuracy as reported on the employee's monthly time
8 record

9 H. On a trial basis, the County will count Sick Leave days not worked as days
10 worked in computing weekly overtime. This trial period shall terminate on December 31,
11 2023. This provision will be reevaluated by the County at that time.

12 **SECTION 12. HEALTH AND BENEFIT PLANS**

13 The County will continue to offer the full-time employees of the Highway Division
14 with the same health and benefit plan(s) furnished the County's other full-time employees. If
15 an employee desires to cover their dependents under said health and benefit plan(s), it shall
16 be at their option and expense. County will allow retired bargaining unit employees to obtain
17 health insurance at the same rate as full time employees until such time as they are age 65 or
18 eligible for Medicare. Insurance premiums for retired bargaining unit employees shall be paid
19 by the retired employee.

1 **SECTION 13. PENSION**

2 A. The County will maintain the employees' participation under the Missouri
3 Local Government Employee Retirement System hereinafter referred to as "LAGERS" and
4 pay the full cost thereof.

5 B. All employees shall participate in LAGERS Pension Program in accordance
6 with the prescribed rules and regulations of said plan and shall receive an annual statement of
7 their pension status.

8 **SECTION 14. SAFETY**

9 A. In order to eliminate unsafe conditions or working practices there shall be
10 created a safety committee. Said committee to work out safety rules concerning employees
11 and equipment such as safety goggles, fire extinguishers and first aid kits on all vehicles, etc.
12 This committee shall consist of a member elected from each district shed and all of the
13 Highway Supervisors, Highway Superintendent, and the Safety Supervisor. This committee
14 shall meet at least once a month to discuss safety called by Highway Superintendent. The
15 Business Agent of the Union may attend these safety meetings.

16 B. Each employee who is injured or is involved in an occurrence where others
17 are injured, each employee who causes or is present when property of the Highway Division
18 or others is damaged when caused by or involving an employee of the Highway Division, or
19 observes a hazardous condition or defective equipment, shall on the date of the occurrence or
20 observation report the same to the employee's Supervisor, and make a written report on a form
21 provided by the Highway Division.

1 C. The written report addressed above shall be discussed at the next scheduled
2 safety meeting to document that action was taken to correct the condition or immediate action
3 needs to be taken to correct the unsafe condition. An employee who submits a safety
4 complaint in writing shall receive in writing a decision made by the safety committee or
5 Supervisor.

6 D. It is all employees' responsibility to be safety minded and cautious and shall
7 report all hazardous and faulty equipment problems to the safety committee delegate in
8 writing. The safety committee delegate shall inspect the condition and bring it to the attention
9 of the immediate Supervisor who at that time shall make a decision on the safety problem.

10 E. The County may, at its option, install Automatic Vehicle Location ("AVL")
11 technology and equipment in County vehicles for purpose of monitoring speed, location and
12 other data.

13 F. The County may, at a later date, enter into a Memorandum of Understanding
14 (MOU) to this contract that establishes a comprehensive safety incentive program. Said
15 program shall be negotiated between Labor and Management, then brought before the Council
16 for final approval.

17 **SECTION 15. GRIEVANCE PROCEDURE**

18 **Step 1:** An employee aggrieved by a violation of this order may file a grievance
19 within five (5) normal working days of the event, occurrence or matter from which the
20 grievance arises by taking it up with the immediate Supervisor of the employee along with
21 the employee's Shop Steward. If a disposition satisfactory to the employee is not made within

1 five (5) normal working days, the grievance may be taken to Step 2 by reducing the grievance
2 to writing as required in Step 2.

3 **Step 2:** To proceed to Step Two of the grievance procedure the written grievance
4 must be presented to the Director of Public Works or designated representative within five
5 (5) normal working days after a failure to have a satisfactory disposition at Step 1. The
6 written grievance shall specify the date of the occurrence upon which it is based, the section
7 of this Ordinance claimed to have been violated and a short, concise, plain statement of
8 facts constituting the violation. The employee/grievant must send a copy to the Business
9 Representative of the Union. The Business Representative shall have five (5) days from
10 receipt of the grievance by the Director of Public Works or designated representative to
11 take up the grievance and request a meeting for the purpose of disposition of the grievance.
12 The meeting shall be scheduled by the Director of Public Works or designated
13 representative at time agreeable to both parties. Following the meeting, the Director of
14 Public Works or designated representative shall issue a written response to the
15 employee/grievant and the Business Representative. If no written response is issued within
16 five (5) working days the grievance may be taken up in Step 3.

17 **Step 3: (a)** In the event of a grievance not involving the discharge of an employee
18 the Business Representative shall within ten (10) normal working days submit the written
19 grievance to the Jefferson County Director of Administration for mediation and settlement.
20 The Director of Administration shall determine whether the written grievance states facts
21 constituting a violation of this Ordinance, and if the Director of Administration determines

1 that facts are stated which constitute a violation of this Ordinance, he or she will set the
2 grievance for hearing on a date convenient to the parties.

3 **(b)** The hearing will be scheduled at a time mutually agreed to by both
4 parties. The grievant, one (1) steward and no more than two (2) witnesses may attend on
5 county time provided the Director of Administration is notified in writing ten (10) days prior
6 to the hearing of the names of said persons.

7 **(c)** Where the grievance involves the discharge of an employee covered
8 by this Ordinance, if not settled in Step Two, the Union and the Highway Division shall each
9 designate a representative and the two (2) so designated shall select a third person to meet as
10 an grievance committee. The grievance committee shall be established within ten (10)
11 calendar days. A decision of the committee may be reached upon the concurrence of any two
12 of the three members.

13 **(d)** A hearing will be scheduled as soon as feasible after selection of the
14 third committee member. The grievance committee shall keep a complete record of the
15 hearing before it, including any exhibits or papers submitted to it in connection with the
16 hearing and a complete record of any testimony taken.

17 **(e)** In the event the decision of the grievance committee is unsatisfactory
18 to either the employee or the Highway Division, either may, within five (5) work days after
19 receipt of the decision of the grievance committee, file a written notice of appeal to the
20 Director of Administration by delivering such notice of appeal to the office of the Director of
21 Administration.

1 **(f)** When an appeal is taken, the Director of Administration shall order
2 the complete record, including a transcript of the proceedings, be filed with the Director of
3 Administration and be available to the employee, employee's representative and the Highway
4 Division.

5 **(g)** Any cost of the third party on the committee and cost of transcript (if
6 requested) shall be paid equally by the employee and the Highway Division.

7 **(h)** Upon the receipt of the notice of appeal, the Director of Administration
8 shall cause the record of the hearing before the grievance committee to be reviewed. The
9 decision of the Director of Administration, upon such review, will be final.

10 **(i)** The prescribed time limits may be extended by mutual agreement
11 whenever necessary in order for these provisions to be implemented. The interpretation of
12 "days" within this section is to be normal workdays (Monday through Friday) exclusive of
13 holidays.

14 **(j)** In the event it is finally determined the employee should not be
15 discharged, the employee shall immediately return to work and receive back pay from the
16 time of discharge.

17 **(k)** Time is of the essence on both parties, and each of the times set forth
18 for the performance of any act by the one filing the grievance or the responding party must be
19 complied with, or the grievance shall be considered abandoned and any rights under this
20 section waived unless extension of time is agreed to by both the employee and the Highway
21 Division.

1 **(l)** The Business Representative of the Union shall have the right to visit
2 the departments where grievances exist to investigate such grievances. Notification shall be
3 issued to the Highway Superintendent ahead of any visits. The time limits spelled out in this
4 procedure may be extended if both Parties are mutually agreeable to an extension.

5 **SECTION 16. JURY DUTY**

6 If an employee is called for jury duty, the County will pay the difference between the sum
7 received for such jury duty and their regular weekly pay based on forty (40) hours.

8 **SECTION 17. WORK RULES (DISCIPLINE, DISCHARGE, TERMINATION)**

9 A. Discipline: A formal written letter of reprimand warns the employee of a
10 serious violation against the Jefferson County Highway Rules, or this Ordinance. Letters of
11 reprimand shall be issued to the employee within ten (10) business days of the violation,
12 unless circumstances require a longer time period.

13 1. First written letter of reprimand serves as a strong warning to the
14 employee that a change in behavior must be made and becomes a matter of the
15 employee's personal record.

16 2. Second written reprimand received within twelve months of the first
17 written reprimand, whether by reason of violation of the same item or not, warrants a
18 layoff without pay not to exceed five (5) scheduled working days.

19 3. Third written reprimand received within twelve months of the first
20 written reprimand whether by reason of violation of the same item or not, shall be just
21 cause for termination.

1 4. All provisions of this Section are subject to the grievance procedure.

2 The County retains all discretionary rights that are detailed in this Ordinance.

3 5. In the event that an employee needs to be absent from work because
4 of illness or injury, the employee shall notify their immediate supervisor at least thirty
5 (30) minutes prior to the start of their scheduled shift on the date of such absence. In
6 the event of an injury or illness, if the employee expects to be absent from work more
7 than one day, they shall so notify their immediate supervisor of the length of time they
8 expects to be absent and need not give additional notification for those days that the
9 employee has indicated.

10 6. Discipline shall be administered based on the number of reprimands
11 the employee has received, which have not been voided, at the time of receipt of a
12 reprimand.

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1 B. Causes for Discipline/Discharge:

NUMBER	ITEM/OFFENSE	IMMEDIATE DISCHARGE	FIRST WARNING	SECOND LAYOFF	THIRD DISCHARGE
1.	Convicted, plead guilty to or found guilty of a felony	X			
2.	Stealing or theft	X			
3.	Unauthorized use of Highway property or equipment for private purposes or for the benefit of others. Authorization shall be granted only by the vote of the County Council in open session or in emergency situations for the preservation of life or property by the County Council or other persons specifically authorized by the Council.	X			
4.	Immoral, indecent or disorderly conduct	X			
5.	Fighting during work hours with fellow employees	X			
6.	Anyone absent for (3) three days consecutive without notification	X			
7.	Drinking intoxicating beverages or using, possessing or selling illegal drugs during the work day including meal period	X			
8.	Falsification of records	X			

NUMBER	ITEM/OFFENSE	IMMEDIATE DISCHARGE	FIRST WARNING	SECOND LAYOFF	THIRD DISCHARGE
9.	Reporting to work under the influence of illegal drugs or alcohol	X			
10.	Using County property as transportation to procure alcoholic beverages or illegal drugs	X			
11.	Possession or use of a firearm on person on County property or during the work day including the meal period	X			
12.	Possession of any agent or device used to mask or otherwise evade a drug test or drug screening during the work day including the meal period	X			
13.	Employee's Commercial Driver's License (CDL) is either suspended, revoked or expired for longer than 60 days	X			
14.	Failure to wear safety shoes		X	X	X
15.	Failure to wear uniforms		X	X	X
16.	Serious insubordination where employee refuses without cause to follow reasonable request, order or direction of a supervisor			X	X
17.	An unauthorized absence from work		X	X	X
18.	An employee is tardy when the employee clocks in to start their shift more than five (5) minutes after the start of the employee's shift. An employee is subject to discipline each time the employee is tardy three (3) or more times during a three (3) month period		X	X	X

NUMBER	ITEM/OFFENSE	IMMEDIATE DISCHARGE	FIRST WARNING	SECOND LAYOFF	THIRD DISCHARGE
19.	Failure or refusal to work overtime when requested and required by this order under Section 2 (D)		X	X	X
20.	Negligence that results in damage or injury		X	X	X
21.	General insubordination		X	X	X
22.	Work performance not up standards		X	X	X
23.	Violation of Safety Rules or failure to make a report as required by Section 14 (B) of this order		X	X	X
24.	Garnishments in excess of those permitted by law		X	X	X
25.	Gambling while on duty		X	X	X
26.	Failure to perform any act required by this Ordinance		X	X	X
27.	Management reserves the right to discipline for just cause its employees for offenses and violations not specified herein, the parties hereto recognize it is impossible to list all possible grounds for discipline.		X	X	X
28.	Employee is delinquent on real estate or personal property taxes (only applicable if the County adopts similar requirements for all County employees)		X	X	X
29.	Operating a County vehicle in an unauthorized location or in excess of the speed limit, including determinations reached by reviewing AVL data		X	X	X
30.	Violations of the departmental Chain of Command policy		X	X	X

NUMBER	ITEM/OFFENSE	IMMEDIATE DISCHARGE	FIRST WARNING	SECOND LAYOFF	THIRD DISCHARGE
31.	Operating a County vehicle in violation of Exhibit C of this Ordinance without prior authorization from a Highway Supervisor or the Highway Superintendent		X	X	X
32.	Sleeping while on duty		X	X	X

1 C. With respect to items Numbered 18 and 22, prior to issuing reprimands when
2 an additional event described will cause a reprimand to be issued, an oral warning shall be
3 given.

4 D. Employees shall, on request, give proof that they are licensed to operate motor
5 vehicles in the State of Missouri and have proper CDL licenses and shall inform their
6 Supervisor in the event their driver's license is suspended, revoked, or expired. In the event
7 that an employee has their CDL suspended or revoked, but has a hardship or other license to
8 operate a motor vehicle, that employee shall receive a deduction of One Dollar (\$1.00) per
9 hour from the employee's standard rate of pay up to 60 days. In the event that an employee
10 has their CDL suspended or revoked or is expired longer than 60 days and is not able to obtain
11 any license to operate a motor vehicle within 60 days as stated in item number 13; then that
12 employee shall be terminated from employment with the County.

13 E. The County may adopt additional work rules. Each employee shall be
14 furnished a copy of all work rules not included in this Ordinance and they shall be posted in
15 each shed. However, the International Union of Operating Engineers, Local 148 shall be
16 given a thirty (30) day notice of any changes to work rules for in order to allow for comments

1 before the changes are implemented. This thirty (30) day notice period shall only apply to
2 work rules applicable to the Highway Division and shall not apply to work rules enacted due
3 to an emergency.

4 F. All employees shall provide the County with a telephone number wherein they
5 may be contacted within a reasonable time in case of they are needed for overtime work and
6 particularly when they are needed for snow or ice removal. It is the employees' duty to
7 maintain such current phone numbers with the County.

8 G. Any employee who having plead guilty to, found guilty of or is convicted of
9 a charge of Driving While Intoxicated ("DWI") who then pleads guilty to, is found guilty of
10 or is convicted of a subsequent charge of DWI shall be subject to discharge.

11 **SECTION 18. DUES CHECKOFF**

12 A. The County shall deduct union dues and initiation fees owed to the union from
13 the paychecks of employees who have signed proper authorizations for such deductions from
14 their pay. Checkoff forms will be furnished by the union and approved by the County. The
15 County will remit monthly when deducted, all such union dues and initiation fees.

16 B. The County will recognize any authorization for deduction from wages that is
17 signed by the employee and complies with all laws. No such authorizations shall be
18 recognized if in violation of any law. No deductions shall be made which applicable law
19 prohibits.

1 **SECTION 19. DRUG POLICY**

2 A. The County adopts a policy to test employees of the Jefferson County
3 Highway Division for alcohol and controlled substance abuse testing with the intention of
4 creating a drug free environment for those employees.

5 B. Attached hereto, incorporated by reference and made a part hereof as Exhibit
6 A is that policy. Failure or refusal of any employee to be tested for drugs as provided in the
7 policy shall be cause to terminate the employee's employment.

8 **SECTION 20. EMPLOYEE ASSISTANCE PROGRAM**

9 The County has established an Employee Assistance Program for the benefit of the
10 members of the bargaining unit. After referral to the Employee Assistance Program by the
11 Highway Division or pursuant to its Drug Policy attached hereto, the employee shall be
12 required to comply with and perform in accordance with a program established. Failure to
13 comply with the program established shall, on the first occasion, result in suspension of the
14 employee for five (5) working days without pay, and on the second occasion, discharge.

15 **SECTION 21. LABOR-MANAGEMENT COMMITTEE**

16 The County shall establish a Labor-Management Committee for the purpose of
17 discussing work rules and other issues. The Labor-Management Committee shall be made up
18 of members of management and members of the bargaining unit and shall meet at such times
19 as agreed upon by its members. The Labor-Management Committee shall not have the
20 authority to negotiate any changes to this Ordinance.

1 **SECTION 22. PROHIBITION AGAINST HARASSMENT**

2 Jefferson County expressly prohibits any form of employee harassment based on race,
3 religion, sex, national origin, age, disability, or an individual's status in any class protected by
4 federal, state or local law. Improper interference with the ability of our employees to perform
5 their expected job duties will not be tolerated.

6 Specifically, with respect to sexual harassment, the County prohibits:

- 7 • Unwelcome sexual advances;
- 8 • Requests for sexual favors;
- 9 • All other verbal or physical conduct of a sexual or other offensive nature
10 where such conduct has the purpose or effect of creating an intimidating,
11 hostile or offensive working environment.

12 Any conduct which is deemed by the County to be harassment shall subject the guilty
13 employee to discipline including and up to immediate termination.

14 **SECTION 23. MANAGEMENT RIGHTS**

15 The County has and maintains the sole and exclusive right to control its properties,
16 manage its properties, manage its business, governmental functions and direct the working
17 force including by way of example but not in any way limited to, the right to hire, change,
18 amend, and enforce posted department and disciplinary rules and regulations; to increase or
19 decrease the working force, determine the number of job operations, the work to be performed
20 therein, the services to be performed, the methods to be employed in performing them and the
21 standards applicable thereto; to decide the number and location of its shops and other

1 installations and the closing down of the any shop or other installation, or any part thereof; to
2 alter, combine, transfer, assign or cease any job, department, operation or service; to decide
3 the work to be performed by its employees, the work to be contracted out or purchased; to
4 maintain safety, efficiency, order and compliance with federal and state regulation in and
5 within its departments and by its employees and the County maintains and retains all of its
6 managerial rights and they are vested solely and exclusively in the County.

7 **SECTION 24. LEGALITY**

8 Should any Section of this Ordinance, Agreement and Contract be declared by any
9 Court of competent jurisdiction to be invalid, the same shall not affect the validity of this
10 Ordinance as a whole or any part thereof other than the part so declared to be invalid.

11 **SECTION 25. TERM OF APPLICATION**

12 This Ordinance, Agreement and Contract shall apply to and control the terms and
13 conditions of employment of the employees specified herein from the date of Ordinance
14 execution to December 31, 2023, except as otherwise provided.

15 **SECTION 26. MISCELLANEOUS ORDAINING PROVISIONS**

16 A. Rules, Regulations and Orders:

17 Employees shall comply with all of County rules, regulations, and
18 orders, including those relating to personal conduct and to work
19 performance. The County shall provide employees with a copy of the

1 work rules and any changes thereto when they become effective.
2 Changes to these are not subject to impact bargaining.
3 Nothing in this Agreement shall be interpreted or construed in a way
4 that would prevent the County and/or the Department from complying
5 with any duty or obligation placed upon the County and/or Department
6 by operation of law.

7 B. Outside Employment:

8 Employees may hold other employment so long as the other outside
9 employment does not create a conflict of interest with the employee's
10 employment by the County, and does not interfere with the employee's
11 ability to work as scheduled, or otherwise limit the employee's ability
12 to perform his or her job when called upon to return to work or perform
13 outside of the normal schedule for that employee. Employees desiring
14 to hold other outside employment shall notify the Director in writing for
15 approval. Such outside employment may be denied by the Director,
16 with the consensus of the Director of Administration, at any time.

17 C. Enactment:

18 The Jefferson County, Missouri, Council hereby authorizes the County
19 Executive to further execute any and all documents which are required
20 to carry out the intent of this Ordinance which constitute the terms and
21 conditions of the Agreement and Contract. This Ordinance shall be in

1 full force and effect from and after its date of approval. If any part of
2 this Ordinance is invalid for any reason, such invalidity shall not affect
3 the remainder of this Ordinance or the terms and conditions of the
4 remainder of the Agreement and Contract. A copy of this Ordinance,
5 Agreement and Contract and all exhibits thereto shall be kept on file at
6 the County Clerk's Office consistent with the rules and procedures for
7 the maintenance and retention of records as promulgated by the
8 Secretary of State.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THE ABOVE BILL ON THIS _____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

BY: _____

Reading Date: 03-08-2021

**AGREED TO BY THE INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 148:**

Keith Linderer, Business Manager

Date: _____

David Bahr, Business Representative

Date: _____

EXHIBIT A
JEFFERSON COUNTY HIGHWAY DIVISION
DRUG TESTING POLICY

WHEREAS, Jefferson County, Missouri (hereinafter "County") together with the International Union of Operating Engineers, Local 148 (hereinafter "Union") recognize the importance and responsibilities in providing a safe, drug free and healthy work environment for all employees of the Jefferson County Highway Division, and

WHEREAS, the County and Union recognize that drug dependence and other medical/behavioral conditions are highly complex and under most circumstances, these illnesses can be successfully treated, and to that end, the County and the Union have researched, discussed and agreed upon a policy regarding illegal drugs and substances (hereinafter "the Policy") and,

WHEREAS, the maintenance of a safe and drug free work place, and a healthy productive work force are the goals of the Policy, and the primary focus of this Policy is to protect the public, Highway Division employees and assist the employees who are experiencing personal problems with drug abuse and safely to return these employees to high levels of productivity.

WHEREAS, THE COUNTY AND UNION AGREE AS FOLLOWS:

SECTION ONE: The use, possession, concealment, transportation, promotion or sale of the following items or substances by employees of the Jefferson County Highway Division is strictly prohibited during working hours, including the meal period, to-wit:

A. Illegal drugs, controlled substances (including trace amounts), look-a-likes and designer drugs, now or hereafter specified in any provisions in the Missouri Revised Statutes, the Code of State Regulations of Missouri, the United States Code, or the Code of Federal Regulations.

B. Alcoholic beverages.

C. Drug paraphernalia.

D. Agents or devices used to mask or otherwise evade a drug test or drug screening

SECTION TWO: Any employee of the Jefferson County Highway Division violating Section One of this Order shall be subject to immediate discharge.

SECTION THREE: The County recognizes drug abuse may be an illness and that its employees are valuable assets to the County and the County does herewith establish a policy intended to rehabilitate rather than terminate the employment of workers who are drug abusers. No County Highway Division employee shall be ineligible for future employment for drug use, except when such use is in violation of Section One of this Order, without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is needed as determined by the County.

SECTION FOUR: All employees of the Jefferson County Highway Division shall be fully informed of the content of this Ordinance forthwith or upon commencement of their employment with the County and shall be required to execute the consent form attached to this Ordinance prior to employment or testing being required if currently employed.

SECTION FIVE: There shall be pre-employment testing for all persons prior to employment by the Jefferson County Highway Division for the substances described in Section One. Employment shall not commence unless a test result which is negative is received by the County.

SECTION SIX: When employees shall be tested:

A. Testing based on reasonable cause. Each employee shall be drug tested when there is reasonable cause to believe the employee is using a prohibited drug. The decision to test must be based on a reasonable and articulable belief that the employee is using a prohibited drug as specified in Section One hereof, and there are specific, contemporaneous physical, behavioral, or performance indicators of probable drug use. At least one of the employee's Highway Division Supervisors who is trained in detection of the possible symptoms of drug use, shall substantiate the decision to test an employee.

B. Post-incident testing. As soon as possible but no later than 32 hours after an incident, each employee whose performance either contributed to the incident or cannot be completely discounted as a contributing factor to the incident shall be drug tested. If an employee is injured, unconscious, or otherwise unable to evidence consent to the drug test, all reasonable steps must be taken to obtain a urine sample. The County may decide not to test under this paragraph but such a decision must be based on the best information available immediately after the incident that the employee's performance could not have contributed to the incident or that, because of the time between that performance and the incident, it is not likely that a drug test would reveal whether the performance was affected by drug use. The Union will be informed as to the specific reason particular employees are selected for testing under this section.

C. Random testing. The County may administer, during each 12 months, a number of random drug tests at a rate equal to at least fifty percent (50%) of its employees and alcohol tests of at least fifty percent (50%) of its employees. Employees will be selected for testing by using a random number table or a computer-based random number generator that is matched with an employee's social security number, payroll identification number, or other appropriate identification number.

D. Return to duty testing. An employee who refuses to take or does not pass a drug test may not return to duty until the employee passes a drug test administered under this part and the medical review officer has determined that the employee may return to duty. An employee who returns to duty shall be subject to a reasonable program of follow-up drug testing without prior notice for not more than 60 months after the employee's return to duty.

SECTION SEVEN: All cost for testing will be paid by the County. In the event an employee is required to remain out of work while awaiting test results and/or pursuant to a non-disciplinary suspension under this Policy, they will be compensated by the County at the rate of their applicable rate of pay, in accordance with the working agreement, for the time period involved in the event the individual ultimately tests negative. Any employee who tests

negative, but the sample is determined to be diluted by the testing laboratory, shall be subject to an immediate retest.

SECTION EIGHT: Review of Drug Testing.

- A. MRO Appointment. The County shall designate or appoint a medical review officer (MRO). The MRO must be a licensed physician with knowledge of drug abuse disorders.
- B. MRO Duties. The MRO shall perform the following functions for the County:
 - (1) Review the results of drug testing before they are reported to the County.
 - (2) Review and interpret each confirmed positive test result as follows to determine if there is an alternative medical explanation for the confirmed positive test result:
 - (i) Conduct a medical interview with the individual tested.
 - (ii) Review the individual's medical history and any relevant biomedical factors.
 - (iii) Review all medical records made available by the individual tested to determine if a confirmed positive test resulted from legally prescribed medication.
 - (iv) If necessary, require that the original specimen be analyzed to determine the accuracy of the reported test result.
 - (v) verify that the laboratory report and assessment are correct.
 - (3) Determine whether and when an employee who refused to take or did not pass a drug test administered under procedures provided in this Order may be returned to duty.
 - (4) Recommend a schedule of unannounced testing, in consultation with the County, for an employee who has returned to duty.

(5) Ensure that an employee has been drug tested in accordance with the procedures provided in this Ordinance before the employee returns to duty.

C. MRO Determinations. The following rules govern MRO determinations:

(1) If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO is not required to take further action.

(2) If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO or County shall provide to the individual tested a written referral to an Employee Assistance Program, or to a personnel or administrative officer for further proceedings in accordance with the County's anti-drug program.

(3) Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular drug test result is scientifically insufficient for further action. Under these circumstances, the MRO should conclude that the test is negative for the presence of a prohibited drug or drug metabolite in an individual's system.

SECTION NINE: Any employee who tests positive or refuses to be tested in accordance with the terms and conditions of this Ordinance, or who has been sentenced to or referred to a court ordered or sponsored drug treatment program, including but not limited to Drug Court, shall be suspended from employment with the Jefferson County Highway Division without pay until the employee complies with the requirements of Section Ten or until the employee has successfully completed the court ordered or sponsored drug treatment program as certified by the court. Any employee who, after having been tested positive or ordered to participate in a court ordered or sponsored drug treatment program, returns to duty and thereafter tests positive or refuses to be tested in accordance with the terms and conditions

of this Ordinance, or is again ordered to participate in a court ordered or sponsored drug treatment program shall be subject to discharge.

SECTION TEN: There shall be established an Employee Assistance Program (EAP) whose functions shall be to aid in resolving employee drug problems, providing counseling and assistance to employees who self-refer for treatment or whose drug test results are positive, and monitoring employee progress through treatment and rehabilitation. The employee shall be responsible for bearing any cost of treatment recommended by the EAP. The employee shall not return to work unless and until the Supervisor of the EAP recommends such return to work, and the employee submits to a drug test and the results are negative.

SECTION ELEVEN: All drug tests administered pursuant to this Ordinance shall be supervised and witnessed by the individual conducting the test.

SECTION TWELVE: In order to ensure a drug free environment, the County reserves the right to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes, or any other possessions or articles carried to, from or in the County's property. The County also reserves the right to search an employee's locker or other area on the County's property. The County may conduct periodic sweeps and searches of County property. If illegal drugs, contraband, weapons or any other property prohibited by this Ordinance or by law are discovered, the Sheriff's Department will be contacted immediately and the employee will be subject to discipline as set forth in this Ordinance.

EXHIBIT B

SNOW ROUTE ASSIGNMENTS

- 1.) Ultimately, the Highway Superintendent shall post the final snow list in each Highway Division building by November 1st.
- 2.) First, the Highway Superintendent shall develop the snow list with consideration for the following:
 - a. Last year's snow removal routes and driver performance
 - b. The location of the employee's residence
 - c. Driver experience and seniority
 - d. Employee classification
- 3.) Then, the Highway Superintendent will begin assignments by selecting Operators to shifts to run equipment; such as road graders, front end loaders and backhoes.
- 4.) Next, the Highway Superintendent will build the route teams with the Truck drivers assigned to their regular County truck. Complete the team with the other Operators to fill in the positions opposite the Truck Driver. Each team can select which employee is on each shift based on their seniority. Some employees have to work at other sheds to maintain the proper shift size for snow removal.
- 5.) New hires shall be divided so that one shed or one shift does not have all the inexperienced employees.
- 6.) The goal is for each shed to have the following:
 - a. Ten (10) teams of trucks Drivers and Operators for two shifts
 - b. Two (2) Operators each shift for loader and grader
 - c. One (1) dispatcher each shift
 - e. One (1) Mechanic each shift
- 7.) The division of employees also includes their own capabilities and the ability to work as
a team opposite each other.
- 8.) Employees working on snow route assignments will work twelve hour shifts. The day shift will be 6:30 am to 6:30 pm, and the night shift will be 6:30 pm to 6:30 am, including a 30-minute paid lunch period.

9.) Notification shall be given to employees prior to leaving a regularly scheduled work shift on whether their service will be required for night shift operations. Cancellation is acceptable if conditions change after initial notification.

10.) Further details and requirements on policy and procedure relating to winter operations can be found within the Highway Winter Operations Shifts departmental policy PW-02-01.

EXHIBIT C
JEFFERSON COUNTY HIGHWAY DIVISION
FLEET IDLING POLICY

Vehicle engine emissions are increasingly connected to a wide variety of health illnesses, the release of pollutants in the atmosphere, and climate change. Turning off a vehicle is a simple and cost-effective way to reduce noise, reduce greenhouse gas emissions, protect health, and extend engine life. As a result, motorists who operate County vehicles shall adhere to the following:

1. Drivers of County vehicles shall turn off their vehicle when parked and not re-start vehicles until it is necessary to depart. This requirement applies to all County-owned, rented, or leased vehicles operated by County employees.
2. This idling procedure establishes a prohibition on the idling of County-owned vehicles when the vehicle is not moving or when the vehicle is not performing work for a period greater than thirty (30) minutes in any one-hour period.
3. It is understood that an emergency call for service may supersede this policy when time and necessity may be critical. Also, during times of extreme weather conditions; it may be essential to leave the vehicle running. All incidents in violation of this standard operating procedure will be observed on a case by case basis.

This “No-Idle” Policy shall not apply to:

1. Vehicles standing in traffic;
2. Idling when necessary to operate auxiliary equipment that is required to accomplish the intended use of the vehicle (primarily Public Safety);
3. Idling to provide heat within the cab of the vehicle if the outside temperature is less than 40° F and if there is no accessible temperature-controlled area within a reasonable distance, assuming that the presence on site is necessary;
4. Idling to provide cooling within the cab of the vehicle if the outside temperature is more than 80° F, and if there is no accessible temperature-controlled area within a reasonable distance, and the vehicle is equipped with air conditioning, assuming that the presence on site is necessary.
5. Idling while waiting for a vehicle to be loaded or unloaded.

BILL NO.: 21-0312

ORDINANCE NO.:21-_____

INTRODUCED BY: COUNCIL MEMBER(s)_____

1 **AN ORDINANCE INCORPORATING, APPROVING AND AUTHORIZING**
2 **A CONTRACTUAL AGREEMENT FIXING SALARIES AND OTHER**
3 **CONDITIONS AND TERMS OF EMPLOYMENT OF CERTAIN EMPLOYEES OF**
4 **THE JEFFERSON COUNTY, MISSOURI, DEPARTMENT OF PARKS AND**
5 **RECREATION, FROM FEBRUARY 22, 2021 , TO DECEMBER 31, 2023, BY AND**
6 **WITH INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 148.**

7 **WHEREAS**, Jefferson County, Missouri, (“County”) is engaged in furnishing an
8 essential public service which vitally affects the health, safety, comfort and general well-being
9 of the people in the County by and through the creation and operation of a Parks and
10 Recreation Department; and,

11 **WHEREAS**, the very existence of the County is conditioned upon carrying out its
12 obligations and responsibilities to the public served in a safe and efficient manner, and,

13 **WHEREAS**, in accordance with operating a Parks and Recreation Department said
14 Department has personnel in its employment who by their choice are not fully covered by all
15 of the terms and conditions of the Jefferson County, Missouri, Personnel Administration
16 Program’s Rules and Regulations, Merit System and Pay Plan and have chosen to be
17 represented through agreement by an agent for the employees of the Jefferson County,
18 Missouri, Department of Parks and Recreation; and,

1 **WHEREAS**, it is agreed with the bargaining agent for the employees represented by
2 that agent (International Union of Operating Engineers, Local 148, “Union” or “Agent”) that
3 this responsibility to the public is a mutual responsibility of employees and Jefferson County,
4 Missouri, (“management” or “County”) which requires that any disputes pertaining to the
5 interpretation of rights of the employees and management be settled in an orderly manner
6 without interruption of service through the Agreement set out below as part of this Ordinance;
7 and,

8 **WHEREAS**, the parties to this Agreement have negotiated in good faith with the
9 advice of legal counsel, agents and/or other representatives of each party and each hereby
10 acknowledge that they and/or their representatives have read this Agreement set forth herein,
11 understand and agree to the same and desire the Jefferson County, Missouri, Council to
12 approve this Agreement as it is in the best interests of all parties thereto and the citizens of
13 Jefferson County, Missouri; and,

14 **WHEREAS**, this Ordinance incorporating the Agreement of the parties shall
15 constitute the whole and complete Agreement by and between the County, the bargaining
16 agent and the employees referred to herein; and,

17 **WHEREAS**, this Ordinance and Agreement as set forth herein may be Amended by
18 further agreement from time to time as necessary and throughout the term of the Agreement
19 by mutual agreement of the parties as set forth below after approval by the Union and
20 Jefferson County, Missouri, Council.

21 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
22 **AS FOLLOWS:**

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SECTION 1

Recognition of Bargaining Agent

Jefferson County, Missouri, recognizes the International Union of Operating Engineers, Local 148 (hereafter, the “Union”) as the exclusive bargaining representative of the employees of the Jefferson County, Missouri, Parks and Recreation Department, under the Maintenance classification.

In order to ensure and provide for the continued protection of the relationship between said Union and Jefferson County, Missouri, (hereafter the “County”), the County agrees that the Union is the sole and exclusive bargaining representative of employees of the Parks and Recreation Department in the Maintenance classification stated in this Agreement and any new classifications that may be instituted herein by mutual agreement of both the County and Union.

SECTION 2

Hours of Work

- A. The workweek shall consist of seven (7) days and start at 12:00 a.m. on Sunday and end at 11:59 p.m. on Saturday. Employees will be guaranteed a forty (40) hour workweek consisting of five (5) eight (8) hour days. In a State of Emergency as declared by the County Executive, Missouri Governor or United States President, for Jefferson County Missouri that pertains to a Health, Safety or Welfare crisis, the County will make every effort to provide a 40 hour work week.
- B. Unless otherwise directed by the Department Director, the workday shall be between the hours of 6:00 a.m. to 4:00 p.m., Monday through Friday.

1 C. All employees required to work over forty (40) hours in any one (1) week shall receive
2 time and one/half (1.5) their regular hourly rate for all time over forty (40) hours worked
3 during that week.

4 D. All overtime is to be authorized by the Director of Parks and Recreation and is to be
5 distributed as equally as possible among the classifications affected. The County will
6 maintain a record of said overtime that will be available for employee's information.

7 E. The workweek of the employees may be adjusted at the discretion of the Director.
8 The workweek may be adjusted to four (4) days at ten (10) hours per day. This adjustment
9 may occur annually on or after the first Monday in the month of May and on or before the last
10 Friday in the month of September. There shall be no shift differential during the time that the
11 four (4) day per week ten (10) hour per day schedule is in effect. The Director shall notify
12 the employees at least two (2) weeks in advance of regularly scheduled four (4) day, ten (10)
13 hours per day work weeks. This notice provision shall not apply to emergency incidents that
14 require modifications to the regular work schedule.

15 F. Employees who are "called out" after scheduled work hours will be given one (1) hour
16 pay plus time worked. The one (1) hour "Call out" time will not be calculated as worktime.

17 SECTION 3

18 Wages

19 A. Table Establishing Rate of Pay (See Exhibit A)

20 B. Annual pay adjustments shall be two (2%) per year for three (3) years and not to be
21 applied beyond the life of this agreement. This pay adjustment shall apply to bargaining unit
22 employees who are full-time employees with the Jefferson County Department of Parks and

1 Recreation-Maintenance Division. There shall be no retroactive pay. Any pay adjustments
2 shall be made at the beginning of the pay period closest to the first of year. This increase shall
3 not affect the starting pay as listed in Exhibit A.

4 C. Employees shall be paid every other Friday.

5 D. Employees working outside their regularly scheduled hours as discussed in Section
6 II(B) above shall receive in addition to their regular wages, \$0.25 (twenty-five cents) for each
7 hour working during such periods. There shall be no shift differential during the time that the
8 four (4) day per week ten (10) hour per day schedule is in effect.

9 E. Employees operating rented or non-County owned tracked vehicles (specifically
10 excluding County owned bobcats and backhoes) shall receive in addition to their regular
11 wages, \$0.50 (fifty cents) for each hour of operation. This provision shall not be retroactively
12 applied and shall only be in effect from the time of passage of this Ordinance. There shall not
13 be any pyramiding of salary/ hourly rate. Overtime shall only apply to the base rate of pay.

14 **SECTION 4**

15 Holidays

16 A. The holiday schedule shall be the holiday schedule as presented annually by the
17 County Executive and as approved by the County. All other holidays observed by the County
18 shall also be considered holidays.

19 B. Holidays falling on Sunday shall be observed on the following Monday. Holidays
20 falling on Saturdays shall be observed on the preceding Friday.

21 C. Holidays and annual leave days shall be counted as days worked in computing weekly
22 overtime.

1 D. Employees shall work the day directly preceding and following the holiday in order
2 to receive holiday pay, unless they are on excused absence for sickness or other valid reason.

3 SECTION 5

4 Safety Shoes

5 The Department of Parks and Recreation shall provide each member of the bargaining
6 unit a voucher for the purchase of OSHA / NIOS approved steel toed safety shoes upon each
7 member's commencement of employment with the County. If the member does not complete
8 six (6) months of employment with the County, then the member will be required to reimburse
9 the County for the cost of the safety shoes and said reimbursement shall be deducted from the
10 member's last paycheck due the member from the County. All members shall be issued a
11 safety boot voucher annually during the month of January as and for their annual safety boot
12 allowance. Any member who has been employed by the County for less than one (1) year as
13 of the first (1st) week of January, shall be issued a safety boot voucher at the discretion of the
14 Director. Each person furnished the above-described safety boots shall be required to wear
15 them at all times while engaged in their employment with the Jefferson County Department
16 of Parks and Recreation, provided, however, that an employee may wear like shoes (OSHA /
17 NIOS approved) containing steel toes which are approved by the Department of Parks and
18 Recreation in lieu of wearing the shoes furnished under the provisions of this section. The
19 County shall purchase the shoes through a voucher system at an authorized vendor. The
20 voucher shall not exceed One Hundred Seventy-five dollars (\$175.00).

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SECTION 6

Annual Leave

A. The employees shall be granted paid annual leave. One day of annual leave shall be equal to eight (8) work hours. Annual leave shall be granted in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>ANNUAL LEAVE ACCRUAL</u>
During year one of service:	.5 days per month
During years two (2) through seven (7):	1.0 days per month
During years eight (8) through fourteen (14):	1.5 days per month
During years fifteen (15) through nineteen (19):	2.0 days per month
During year twenty (20) and each year thereafter:	Add one (1) additional day per year with a maximum of thirty (30) days leave per anniversary year

B. Under this leave policy, employees accrue annual leave at a rate stated above. One (1) day of this accrued annual leave shall be considered a paid personal day. It should be a standard practice for an employee to give advance notice prior of annual leave. The advanced notice shall be equal to the number of days requested for annual leave. In addition, after one (1) year of service, employees shall be entitled to be absent from all or any part of two (2) work days in a calendar year which shall be considered “personal time off”, one of which may be taken from January 1 to June 30 and one of which may be taken from July 1 to December 31. An absence from scheduled time of work on any one day of an hour or longer or leaving before the end of the scheduled workday shall be considered a time of personal time off. An employee shall not be paid for personal time off. It shall be standard practice for an employee

1 to give twenty-four (24) hours' notice before taking a personal day off or personal time off
2 and must be approved by the Director or his/ her designee

3 (1) Each year of prior employment with the County shall be counted in
4 determining years of service for accrual of annual leave. Credit for part time
5 employment shall also be given on the basis of two (2) part time years equal one full
6 time year for annual leave accrual. (Part time accrual is in effect only after the
7 employee becomes full time).

8 (2) A year shall be considered completed on the first (1st) day of the month
9 following actual completion of twelve (12) months of service, except if twelve (12)
10 months of service are completed on the first (1st) working day of the month. That day
11 shall be the completion date.

12 (3) An employee shall continue to earn annual leave during a period of paid leave.

13 (4) An employee shall not earn annual leave during a month in which the
14 employee was on leave without pay for more than fifteen (15) calendar days.

15 (5) An employee may take annual leave only when authorized by the appropriate
16 appointing or administrative authority or Department Director.

17 (6) Upon separation from County employment, an employee shall be
18 compensated for unused annual leave.

19 (7) A temporary employee shall not earn annual leave during the period of
20 temporary service. If a temporary employee is appointed to a permanent position
21 without a break in service, the employee shall be credited with earned annual leave
22 for the period of temporary service.

1 (8) The County shall establish the procedure by which annual leave shall be
2 accounted for. Records shall indicate the number of days accrued, the number of days
3 of annual leave taken, and the end-of-the-month balance. This record may be made
4 part of the employee's personnel file.

5 (9) Employees may not maintain balance in excess of the annual leave accrued
6 for the current anniversary year.

7 C. Annual leave days shall be counted as days worked in computing weekly overtime.

8 D. (1) An employee may take annual leave in increments of one-half or more days
9 provided that any request for one or more days annual leave shall be made in writing
10 delivered to the Director not less than seventy-two (72) hours prior to the
11 commencement of the annual leave period requested. The Director shall have forty-
12 eight (48) hours to approve or deny the requested annual leave period.

13 (2) The seventy-two (72) hour notification requirement of Section 6.D. is waived
14 by the employer in the event that emergency annual leave is requested.

15 (3) An emergency for purposes of this Section 6.D.2. is defined as follows:

16 (a) the death of an employee's immediate family (or step) which shall be
17 defined as spouse, parents, children, brothers, sisters, grand-parents,
18 father-in-law, mother-in-law, son-in-law, daughter-in-law, or any
19 legal dependent as defined by the Internal Revenue Code, or

20 (b) the illness of any of the persons described in the relationships above
21 which require the employee to be absent from work, and the illness
22 and the need for the employee to care for or attend to the ill person is

1 substantiated in writing by the ill person's medical doctor and the
2 written substantiation is provided to the employer upon the
3 employee's return to work.

4 E. In the event two (2) or more employees select the same dates of annual leave, seniority
5 shall prevail.

6 F. The annual leave schedule for employees shall be posted and the number of employees
7 to go on annual leave at any one time shall be designated by the County.

8 G. The County may buy back up to ten (10) days annual leave from employees with more
9 than fifteen (15) years of service, and up to five (5) days annual leave from employees with
10 more than seven (7) years of service. This shall be at the discretion of the County and subject
11 to budgetary consideration.

12 SECTION 7

13 Bereavement Leave

14 A leave of absence with pay not to exceed three (3) days per death will be allowed to
15 attend the funeral of an employee's immediate family. The term "immediate family"
16 (including step) shall be defined as the death of an employee's spouse, parents, children,
17 brothers, sisters, grand-parents, father-in-law, mother-in-law, son-in-law, daughter-in-law, or
18 any legal dependent as defined by the Internal Revenue Code.

19 SECTION 8

20 Seniority

21 A. Employees shall have seniority from their original date of employment. Any
22 reduction in personnel shall be on a seniority basis. The last employee hired is to be the first

1 employee laid off. The last employee laid off shall be the first employee recalled, provided
2 the employee returns to work within four (4) days of notification by the County.

3 B. It is understood the county reserves the right to hire temporary employees who shall
4 not be governed by the terms of this Agreement for up to six (6) months.

5 C. All new employees shall be on probation for a period of one hundred eighty (180)
6 days, during which time they may be discharged without recourse to the grievance procedure.
7 The probationary period may be extended ninety (90) days by the County upon written notice
8 before the expiration of the one hundred eighty (180) days of employment.

9 D. Any positions that are vacant shall be filled based on seniority and capability of the
10 employees, if possible.

11 E. The County will post all vacant union positions for five (5) business days; this will
12 not be applicable in the event that the vacated position results in a promotion. The County will
13 make a good faith effort to fill any vacated position within ninety (90) days.

14 **SECTION 9**

15 Sick Leave

16 A. The employee shall be granted sick leave at the rate of eight (8) hours for each month
17 of service accumulative to a maximum of one hundred twenty (120) days. One day of sick
18 leave shall be equal to eight (8) work hours, except during a four (4) day work week a sick
19 day shall be equal to ten (10) work hours. Sick Leave may be taken in increments of one-half
20 or more days; half-days in a five (5) day work week shall constitute four (4) hours and half-
21 days in a four (4) day work week shall constitute five (5) hours.

1 B. Sick leave is for the purpose of compensating an employee when the employee's
2 illness or injury prevents the employee from performing the duties assigned. The use of sick
3 leave will extend to include the care for a family member; defined as: (including step) Parents,
4 Children, Brother, Sister, Grand Parents, Grand Children and Parents of Spouse. The County
5 may request a doctor's certificate if the employee is off for three (3) days in a seven (7) day
6 period. If, when requested, the employee does not provide a doctor's certificate, the employee
7 shall not receive sick pay for time off.

8 C. Upon termination from County employment, an employee shall not be reimbursed for
9 unused sick leave except when the employee retires after the age of fifty-five (55), and the
10 employee is a vested employee. An employee is vested after five years of continuous
11 employment with the county. Vested, retiring employees shall be compensated for unused
12 sick days at rate of fifty percent (50%) of accrued sick days at the date of termination of
13 employment.

14 D. The County will count Sick Leave days not worked as days worked in computing
15 weekly overtime.

16 SECTION 10

17 Health and Benefits

18 The County will continue to offer the full-time employees of the Department of Parks
19 and Recreation with the same health and benefit plans(s) furnished to the County's other full-
20 time employees. If an employee desires to cover his/her dependents under said health and
21 benefits plan(s), it shall be at the employee's option and expense. The County will allow
22 retired Department of Parks and Recreation employees to obtain health insurance at the same

1 rate as full-time employees until such time as they reach age 65 or eligibility for Medicare.
2 Insurance premiums for retired bargaining unit employees shall be paid by the retired
3 employee.

4 **SECTION 11**

5 Pension

6 A. The County will maintain the employees' participation under the Missouri Local
7 Government Employee Retirement System, hereinafter referred to as "LAGERS" and pay the
8 entire cost thereof.

9 B. All employees shall participate in the LAGERS Pension Plan in accordance with the
10 prescribed rules and regulations of said plan and shall receive an annual statement of his/her
11 pension status.

12 **SECTION 12**

13 Grievance Procedure

14 **Step 1:** An employee aggrieved by a violation of this Agreement may file a
15 grievance within five (5) normal working days of the event, occurrence or matter from which
16 the grievance arises by taking it up with the immediate Supervisor of the employee along with
17 the employee's Shop Steward. If a disposition satisfactory to the employee is not made within
18 five (5) normal working days, the grievance may be taken to Step Two (2) by reducing the
19 grievance to writing as required in Step Two (2).

20 **Step 2:** To proceed to Step Two (2) of the grievance procedure, the written
21 grievance must be presented to the Department of Parks and Recreation Director within five
22 (5) normal working days after a failure to have a satisfactory disposition at Step One (1) and

1 a copy sent to the Business Representative of the Union, who shall then take up the grievance.
2 The written grievance shall specify the date of the occurrence upon which it is based, the
3 section of this Ordinance claimed to have been violated and a short, concise, plain statement
4 of facts constituting the violation. The Director of The Department of Parks and Recreation
5 will mediate and attempt to settle the grievance. If no satisfactory settlement is reached within
6 five (5) normal working days, the grievance may be taken to Step Three (3).

7 **Step 3 (a):** In the event of a grievance not involving the discharge of an employee
8 the Business Representative may within ten (10) normal working days submit the written
9 grievance to the Jefferson Director of Administration for mediation and settlement. The
10 Director of Administration shall determine whether the written grievance states facts
11 constituting a violation of this Ordinance, and if the Director of Administration determines
12 that facts are stated which constitute a violation of this Agreement, it will set the grievance
13 for hearing on a date convenient to the parties.

14 **(b)** The hearing will be scheduled at a time mutually agreed to by both parties.
15 The grievant, one (1) steward and no more than two (2) witnesses may attend on county time
16 provided the Director of Administration is notified in writing ten (10) days prior to the hearing
17 of the names of said persons.

18 **(c)** Where the grievance involves the discharge of an employee covered by this
19 Ordinance, if not settled in Step Two (2), the Union and the Department shall each designate
20 a representative and the two (2) so designated shall select a third person to meet as a grievance
21 committee. The grievance committee shall be established within ten (10) calendar days. A

1 decision of the committee may be reached upon the concurrence of any two (2) of the three
2 (3) members.

3 (d) A hearing will be scheduled as soon as feasible after selection of the third
4 committee member. The grievance committee shall keep a complete record of the hearing
5 before it, including any exhibits or papers submitted to it in connection with the hearing and
6 a complete record of any testimony taken.

7 (e) In the event the decision of the grievance committee is unsatisfactory to either
8 the employee or the Department, either may, within five (5) work days after receipt of the
9 decision of the grievance committee, file a written notice of appeal to the Director of
10 Administration by delivering such notice of appeal to the office of the Executive.

11 (f) When an appeal is taken, the Director of Administration shall order the
12 complete record, including a transcript of the proceedings, be filed with the Director of
13 Administration and be available to the employee, employee's representative and the
14 Department of Parks and Recreation.

15 (g) Any cost of the third party on the committee and cost of transcript (if
16 requested) shall be paid equally by the employee and the Department.

17 (h) Upon the receipt of the notice of appeal, the Director of Administration shall
18 cause the record of the hearing before the grievance committee to be reviewed. The decision
19 of the Director of Administration, upon such review, will be final.

20 (i) The prescribed time limits may be extended by mutual agreement whenever
21 necessary in order for these provisions to be implemented. The interpretation of "days" within
22 this section is to be normal workdays (Monday through Friday) exclusive of holidays.

(j) In the event it is finally determined the employee should not be discharged, the employee shall immediately return to work and receive back pay from the time of discharge.

(k) Time is of the essence and each of the times set forth for the performance of any act by the one filing the grievance must be complied with, or the grievance shall be considered abandoned and any rights under this section waived unless extension of time is agreed to by both the employee and the Department of Parks and Recreation.

(1) The Business Representative of the Union shall have the right to visit the department where grievances exist to investigate such grievances. The Director shall be given advanced notice of a visit and the same shall be approved by the Director to ensure no disruption of workforce. The time limits spelled out in this procedure may be extended if both parties are mutually agreeable to extension.

1 (1) First written reprimand serves as a strong warning to the employee that a
2 change in behavior must be made and becomes a matter of the employee's personnel
3 record.

4 (2) Second written reprimand, whether by reason of violation of the same item or
5 not, warrants a lay off without pay not to exceed five (5) scheduled working days.

6 (3) Third written reprimand whether by reason of violation of the cause for
7 discipline or not, warrants termination.

8 (4) All provisions of this clause are subject to the grievance procedure. This will
9 not stay the discretionary rights of management (County) hereunder.

10 (5) In case of sickness, the employee shall notify the Director or their immediate
11 supervisor thirty (30) minutes before their assigned start time on the day of absence
12 from work. In cases where employees know it will be necessary for them to be away
13 from work, arrangements must be made with their supervisors prior to the time of their
14 absence.

15 (6) All employees who are absent from scheduled work will be required to
16 complete an absence form that will be signed and delivered to the Director.

17 (7) A violation of any rule will result in the imposition of the next highest
18 disciplinary step if the employee has received previous discipline within the past
19 twelve (12) months.

20 (8) Any employee covered by this agreement who operates a motor vehicle for the
21 county who loses their state issued drivers' license for more than sixty (60) days shall
22 be terminated from employment of the County. Furthermore, during the sixty (60)

1 day period wherein the state issued drivers' license is suspended or revoked, the
2 employee shall be subject to a \$1.50 per hour reduction of pay.

3 (9) Any employee who having plead guilty to, found guilty of or is convicted of a
4 charge of Driving While Intoxicated ("DWI") who then pleads guilty to, is found
5 guilty of or is convicted of a subsequent charge of DWI shall be subject to discharge.

6 **B. Causes for Discipline/Discharge (See Exhibit B)**

7 Management reserves the right to discipline for just cause its employees for offenses and
8 violations not specified herein, the parties hereto recognize it is impossible to list all possible
9 grounds for discipline.

10 C. The County and Local 148 agree employees who live outside the County shall not be
11 allowed to take a county vehicle outside the County overnight. Any vehicle assigned to an
12 employee shall remain overnight on County property at the location the employee is assigned.
13 Any employee living outside the County shall remain responsible for meeting any emergency
14 or scheduled "call-out" duties and may be disciplined for failing to show-up or failure to show-
15 up on time for regular or "call-out" duties.

16 D. All employees shall provide the County with a telephone number wherein they may
17 be contacted within a reasonable time in case of an emergency. It is the employees' duty to
18 maintain such current phone numbers with the County.

19 **SECTION 15**

20 **Management Rights**

21 The County has and maintains the sole and exclusive right to control its properties,
22 manage its properties, manage its business, governmental functions and direct the working

1 force including by way of example but not in any way limited to, the right to hire, change,
2 amend, and enforce posted department and disciplinary rules and regulations; to increase or
3 decrease the working force, determine the number of job operations, the work to be performed
4 therein, the services to be performed, the methods to be employed in performing them and the
5 standards applicable thereto; to decide the number and location of its shops and other
6 installations and the closing down of any shop or other installation, or any part thereof; to
7 alter, combine, transfer, assign or cease any job, department, operation or service; to decide
8 the work to be contracted out or performed by its employees, the work to be contracted out;
9 to maintain safety, efficiency, order and compliance with federal and state regulations in and
10 within its departments and by its employees, and the County maintains and retains all of its
11 managerial rights and they are vested solely and exclusively in the County.

12 **SECTION 16**

13 Legality

14 Should any Section of this Agreement be declared by any Court of competent
15 jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole
16 or any part thereof other than the part so declared to be invalid.

17 **SECTION 17**

18 Dues Check Off

19 Whenever requested to do so by the Union, the County agrees to deduct from the pay
20 of the employees covered by this Ordinance the dues and initiation fees of the Union and
21 agrees to remit to the Union all such deductions, provided, however, that such deductions shall
22 be voluntarily authorized by the employees involved. The Union shall indemnify and save

1 the County harmless against all claims, demands suits that arise out of or by reason of
2 complying with any provision of this Article.

3 **SECTION 18**

4 Uniforms

5 County shall furnish for each employee in the bargaining unit uniforms. Each
6 employee for whom uniforms are provided shall be responsible for the maintenance and
7 protection of the uniforms and responsible for any lost or damaged uniform other than
8 ordinary wear and tear. Each employee for whom uniforms are furnished shall wear the
9 uniforms at all times while engaged in their employment for the County.

10 **SECTION 19**

11 Safety Award Program

12 Any employee achieving no Light Duty Time or no Lost Time for the period of
13 January 1 to June 30 (1/2 year), will receive "Two (2) hours off with pay". Anyone working
14 the entire year with no Light Duty Time or no Lost Time shall receive an additional "Eight
15 (8) hours off with pay". The maximum award for One (1) year with no light duty time or no
16 lost time is Ten (10) hours. If someone is not eligible for the first half of the year, but works
17 from July 1 to December 31 with no Light Duty Time or no Lost Time, they will receive "Two
18 (2) hours off with pay" for the second half of the year. These people are NOT eligible for the
19 year end award. Safety time awarded pursuant to this Section must be used within one (1)
20 year of award and must be approved in the same manner as annual leave time. If any person
21 is absent from work for more than thirty (30) working days within the calendar year of January

1 1 to December 31, they will NOT be eligible for the full amount of the award. (This does not
2 include vacation days or Safety Award Days.)

3 **DEFINITIONS:** For the purposes of this Section, the following terms shall have
4 the following meanings:

5 **Lost Time** means someone physically misses work due to an injury incurred
6 while at work.

7 **Light Duty Time** means that the person can still work, but the doctor has
8 placed restrictions on the injured person.

9 **Safety Time** means time taken by an employee which shall be counted as time
10 worked in computing weekly overtime.

11 **SECTION 20**

12 Drug Policy

13 A. The County adopts a Drug Policy to test employees of the Jefferson County Parks and
14 Recreation Department-Maintenance Division for alcohol and controlled substance abuse
15 testing with the intention of creating a drug free environment for those employees.

16 B. Attached hereto, incorporated by reference and made a part hereof as Exhibit C is the
17 Drug Policy. Failure or refusal of any employee to be tested for drugs as provided in the
18 policy shall be cause to terminate the employee's employment.

19 **SECTION 21**

20 Term of Agreement

21 Jefferson County and IUOE Local 148 must agree to any alterations or modifications of
22 the terms of this Agreement. Local 148 shall be responsible to present to the County

1 amendments to this Agreement by August 1 of the final year of this agreement. This
2 Agreement may be modified by written agreement between both parties; subject to County
3 Council approval. Furthermore, if both parties, Jefferson County and IUOE Local 148, agree
4 that if an issue arises during the term of this Agreement and one or both parties wish to
5 renegotiate, written request by one of the parties shall be required. The parties are under no
6 obligation to reach an agreement on said issue(s). The provisions of this Agreement therein
7 shall become effective as of the date it is formally adopted by the Jefferson County, Missouri,
8 Council, approved by the Executive, and thereby enacted and upon execution by the
9 bargaining agent and shall continue in full force and effect until December 31, 2023. The
10 Agreement may be extended by agreement of the parties.

11 **SECTION 22**

12 Miscellaneous

13 A. Rules, Regulations and Orders:

14 Employees shall comply with all County rules, regulations and orders including those
15 relating to personal conduct and to work performance. The County shall provide employees
16 with a copy of the work rules and any changes thereto when they become effective.
17 Changes to these work rules are not subject to impact bargaining. Nothing in this
18 Agreement shall be interpreted or construed in a way that would prevent the County and/or
19 the Department from complying with any duty or obligation placed upon the County and/or
20 Department by operation of law.

1 B. Outside Employment:

2 An employee covered by this Agreement may hold other outside employment so long as
3 the other outside employment does not create a conflict of interest with the employee's
4 employment by the County and does not interfere with the employee's ability to work as
5 scheduled, or otherwise limit the employee's ability to perform his or her job when called
6 upon to work or perform outside of the normal schedule for that employee. Employees
7 desiring to hold other outside employment shall notify the Director in writing for approval.
8 Such outside employment may be denied by the Director with the consensus of the Director
9 of Administration, at any time.

10 C. Enactment:

11 The Jefferson County, Missouri, Council hereby authorizes the County Executive to further
12 execute any and all documents which are required to carry out the intent of this Ordinance,
13 which constitutes the terms and conditions of the Agreement. This Ordinance shall be in
14 full force and effect from and after its date of approval. If any part of this Ordinance is
15 invalid for any reason, such invalidity shall not affect the remainder of this Ordinance or
16 the terms and conditions of the remainder of the agreement. A copy of this Ordinance and
17 all exhibits shall be kept on file at the County Clerk's Office consistent with the rules and
18 procedures for the maintenance and retention of records as promulgated by the Secretary
19 of State.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracy Perry	_____
Council Member District 6, Dan Stallman	_____
Council Member District 7, Jim Terry	_____

THE ABOVE BILL ON THIS _____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,
MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON
COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE
JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

BY: _____

Reading Date: 03-08-2021

AGREED TO ON THIS ____ Day of _____, 2021, by the

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 148:

Keith Linderer, Business Manager

David Bahr, Business Representative

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Exhibit A

Exhibit A, as referenced in Section 3 - Wages

TABLE ESTABLISHING RATE OF PAY

CLASSIFICATION	RATE OF PAY 2021
Lead Maintenance	\$22.38
Senior Maintenance Worker	\$20.88
Maintenance Labor	\$17.42

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Exhibit B

Exhibit B - as referenced in Section 14, B. Causes for Discipline/ Discharge

		Cause for Immediate Discharge	First Warning	Cause for Reprimand, Second, Lay-Off	Third Discharge
1	Conviction of a Felony	X			
2	Stealing or Theft	X			
3	Immoral, indecent or disorderly conduct	X			
4	Fighting during work hour with fellow employees	X			
5	Anyone absent for three (3) consecutive days without proper notification to the Director or designee	X			
6	Drinking intoxicating beverages or using illegal drugs during the workday including the meal period	X			
7	Falsification of records	X			
8	Reporting to work under the influence of drugs or alcohol	X			
9	Serious Insubordination where employee refused without cause to follow a reasonable request of his supervisor			X	X
10	Failure to wear safety shoes		X	X	X
11	Negligence that results in damage or injury		X	X	X
12	General insubordination		X	X	X
13	Work performance not up to standards		X	X	X
14	Violation of Safety Rules		X	X	X

Exhibit B, continued

15	Unauthorized absence from work		X	X	X
16	Garnishment in excess of those permitted by law		X	X	X
17	Gambling while on duty		X	X	X
18	Failure to perform any act required by this Agreement		X	X	X
19	Employee is delinquent of Real Estate or Personal Property taxes (<i>only applicable if County adopts similar requirements for all County employees.</i>)		X	X	X

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Exhibit C

Exhibit C – as referenced in Section 20, DRUG POLICY

WHEREAS, Jefferson County, Missouri (hereinafter "County") together with Operating Engineers, Local 148 (hereinafter "Union") recognize the importance and responsibilities in providing a safe, drug free and healthy work environment for all employees of the Jefferson County Department of Parks and Recreation, and

WHEREAS, the County and the Union recognize that drug dependence and other medical/behavioral conditions are highly complex and under most circumstances, these illnesses can be successfully treated, and to that end, the County and the Union have researched, discussed and agreed upon a policy regarding illegal drugs and substances (hereinafter "the Policy") and,

WHEREAS, the maintenance of a safe and drug free work place, and a healthy productive work force are the goals of the Policy, and the primary focus of this Policy is to protect the public, employees and assist the employees who are experiencing personal problems with drug abuse and safely to return these employees to high levels of productivity.

NOW, THEREFORE, BE IT AGREED BETWEEN ALL PARTIES AS FOLLOWS:

SECTION ONE: The use, possession, concealment, transportation, promotion or sale of the following items or substances by employees is strictly prohibited during working hours, including the meal period, to-wit:

- A. Illegal drugs, controlled substances (including trace amounts), look-a-likes and designer drugs, now or hereafter specified in any provisions in the

Missouri Revised Statutes, the Code of State Regulations of Missouri, the United States Code, or the Code of Federal Regulations.

- B. Alcoholic beverages.
- C. Drug paraphernalia.

SECTION TWO: Any employee violating Section One of this Ordinance shall be subject to immediate discharge.

SECTION THREE: The County recognizes drug abuse may be an illness and that its employees are valuable assets to the County and the County does herewith establish a policy intended to rehabilitate rather than terminate the employment of workers who are drug abusers. No employee shall be ineligible for future employment for drug use, except when such use is in violation of Section One of this Ordinance, without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is needed as determined by the County.

SECTION FOUR: All employees shall be fully informed of the content of this Ordinance forthwith or upon commencement of their employment with the County and shall be required to execute the consent form attached to this Ordinance prior to employment or testing being required if currently employed.

SECTION FIVE: There shall be pre-employment testing for all persons prior to employment by the County for the substances described in Section One (a), and employment shall not commence until a test result which is negative is received by the County.

SECTION SIX:

When employees shall be tested.

- A. Testing based on reasonable cause. Each employee shall be drug tested when there is reasonable cause to believe the employee is using a prohibited drug. The decision to test must be based on a reasonable and articulable belief that the employee is using a prohibited drug as specified in Section One (a) hereof, and there are specific, contemporaneous physical, behavioral, or performance indicators of probable drug use. At least one of the employee's supervisors, who are trained in detection of the possible symptoms of drug use, shall substantiate the decision to test an employee.
- B. Post-incident testing. As soon as possible but no later than 32 hours after an accident, each employee whose performance either contributed to the incident or cannot be completely discounted, as a contributing factor to the incident shall be drug tested. If an employee is injured, unconscious, or otherwise unable to evidence consent to the drug test, all reasonable steps must be taken to obtain a urine sample. The County may decide not to test under this paragraph, but such a decision must be based on the best information available immediately after the incident that the employee's performance could not have contributed to the incident or that, because of the time between that performance and the accident, it is not likely that a drug test would reveal whether the performance was affected by drug use. The Union will be informed as to the specific reason particular employees are selected for testing under this section.
- C. Random testing. The County may administer, during each 12 months, a number of random drug tests at a rate equal to at least fifty percent (50%) of its employees and alcohol tests of at least fifty percent (50%) of its employees. Employees will be selected for testing by using a random number table or a computer-based random number generator that is matched with an employee's

social security number, payroll identification number, or other appropriate identification number.

- D. Return to duty testing. An employee who refuses to take or does not pass a drug test may not return to duty until the employee passes a drug test administered under this part and the medical review officer has determined that the employee may return to duty. An employee who returns to duty shall be subject to a reasonable program of follow-up drug testing without prior notice for not more than 60 months after the employee's return to duty.

SECTION SEVEN. The County will pay all cost for testing. In the event an employee is required to remain out of work while awaiting test results and/or pursuant to a non-disciplinary suspension under this Policy, he will be compensated by the County at the rate of his applicable rate of pay, in accordance with the working agreement, for the time period involved in the event the individual ultimately tests negative.

SECTION EIGHT.

Review of Drug Testing.

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- A. MRO Appointment. The county shall designate or appoint a medical review officer (MRO). The MRO must be a licensed physician with knowledge of drug abuse disorders.
- B. MRO Duties. The MRO shall perform the following functions for the County:
- (1) Review the results of drug testing before they are reported to the County.

- (2) Review and interpret each confirmed positive test result as follows to determine if there is an alternative medical explanation for the confirmed positive test result:
 - (i) Conduct a medical interview with the individual tested.
 - (ii) Review the individual's medical history and any relevant biomedical factors.
 - (iii) Review all medical records made available by the individual tested to determine if a confirmed positive test resulted from legally prescribed medication.
 - (iv) If necessary, require that the original specimen be reanalyzed to determine the accuracy of the reported test result.
 - (v) Verify that the laboratory report and assessment are correct.
- (3) Determine whether and when an employee who refused to take or did not pass a drug test administered under procedures provided in this Ordinance may be returned to duty.
- (4) Determine a schedule of unannounced testing, in consultation with the County, for an employee who has returned to duty.
- (5) Ensure that an employee has been drug tested in accordance with the procedures provided in this Ordinance before the employee returns to duty.

C. MRO Determinations. The following rules govern MRO determinations:

- (1) If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO is not required to take further action.

- (2) If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO shall refer the individual tested to an Employee Assistance Program, or to a personnel or administrative officer for further proceedings in accordance with the County's anti-drug program.
- (3) Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular drug test result is scientifically insufficient for further action. Under these circumstances, the MRO should conclude that the test is negative for the presence of a prohibited drug or drug metabolite in an individual's system.

SECTION NINE. Any employee who tests positive or refuses to be tested in accordance with the terms and conditions of this Ordinance shall be suspended from employment with the County without pay. Any employee who, after having been tested positive, returns to duty and thereafter tests positive or refuses to be tested in accordance with the terms and conditions of this Ordinance, shall be subject to discharge. Any employee who test negative, but the sample is determined to be diluted by the testing laboratory, shall be subject to an immediate retest.

SECTION TEN. There shall be established an Employee Assistance Program (EAP) whose functions shall be to aid in resolving employee drug problems, providing counseling and assistance to employees who self-refer for treatment or whose drug test results are positive, and monitoring employee progress through treatment and rehabilitation. The employee shall be responsible for bearing any cost of treatment recommended by the EAP. The employee shall not return to work unless and until the Supervisor of the EAP recommends such return to work, and the employee submits to a drug test and the results are negative.

BILL NO.: 21-0313

ORDINANCE NO.: 21-_____

INTRODUCED BY: Council Member(s): _____

1 **AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS**
2 **FROM THE COUNTY’S PORTION OF THE “CARES ACT” IN ORDER TO**
3 **REIMBURSE CERTAIN SMALL BUSINESSES FOR UNBUDGETED AND**
4 **APPROVED EXPENSES THEREIN.**

5 **WHEREAS**, the Coronavirus Aid, Relief, and Economic Security Act (“Public
6 Law 116-136”) also known as the CARES Act was passed by Congress and signed into
7 law on March 27, 2020; and,

8 **WHEREAS**, over \$2 trillion dollars of economic relief is being provided due to
9 the public health and economic impacts of COVID-19; and,

10 **WHEREAS**, The CARES Act was designed to provide *fast and direct* economic
11 assistance for American workers, families, agencies, and small businesses, and preserve
12 jobs for our American industries; and,

13 **WHEREAS**, the CARES Act provides for payments to State, Local, and Tribal
14 governments navigating the financial and economic impact of the COVID-19 outbreak on
15 a local level; and,

16 **WHEREAS**, States of Emergency have been declared by the President of the
17 United States, the Governor of the State of Missouri and the Jefferson County, Missouri,
18 County Executive due to COVID-19; and,

1 **WHEREAS**, COVID-19 poses an immediate and/or ongoing threat to the life,
2 property, public peace, health, safety, and welfare of citizens of Jefferson County,
3 Missouri; and,

4 **WHEREAS**, effects of the preparation and management of COVID-19 are
5 occurring and will continue to cause a threat to the life, property, public peace, health,
6 safety, and welfare of citizens of the County; and,

7 **WHEREAS**, Jefferson County, Missouri, (“County”) has received, been
8 authorized and certified to accept **\$26,406,492.00** in Federal CARES Act Funds
9 (Coronavirus Relief Fund Division Budget) which has been passed down through the State
10 of Missouri and which shall be used for reimbursement of unbudgeted expenses and
11 assistance to citizens, businesses and agencies (subrecipients) within the County and as
12 authorized by the CARES Act, at the direction of the U.S. Treasury via guidelines, rules
13 and regulations in accordance with those laws and ultimately by and through the County’s
14 own requirements; and,

15 **WHEREAS**, the Jefferson County Economic Development Corporation (EDC) as
16 a subrecipient has been utilized to accept reimbursement applications, review the same and
17 administer that portion of the County’s CARES Act Funds so allocated to small businesses
18 within Jefferson County, and is itself, a subrecipient and entitled to funds for administration
19 expenses herein; and,

20 **WHEREAS**, certain small businesses have submitted requests for reimbursement
21 of unbudgeted, fully documented, and approved expenses which were incurred from March

1, 2020 to the present based on expenses which were unbudgeted, allowable and as documented in their applications submitted to the EDC; and,

WHEREAS, the following Small Businesses and the EDC have submitted a reimbursement request as set forth in Exhibit A attached hereto and to be paid out of the County's portion of the CARES Act funding for the authorized amount(s) of:

Hearth and Home	\$ 5,000.00
Pizza Biz Enterprises, LLC (Saucys)	\$ 25,000.00
DeSoto Chamber of Commerce	\$ 11,852.71
Hearth and Home	\$ 25,000.00

WHEREAS, said authorized and allowed reimbursable expenses have been fully reviewed, vetted, and approved by the Jefferson County Economic Development Corporation and the County Auditor. A recommendation is therefore made to the Jefferson County, Missouri, County Council by the County Executive for approval of the reimbursement of expenses from the CARES Act Funds being held by the County and allocated to the Small Businesses set forth herein and to the EDC for administration costs for that purpose; and,

WHEREAS, the Jefferson County, Missouri, Council ("Council") finds it appropriate to authorize the reimbursement for expenditures by the Small Businesses and to the EDC (Administration) from the CARES Act Funds in order to provide for the unbudgeted costs in mitigating the COVID-19 Virus.

BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,
AS FOLLOWS:

1 Section 1. The Jefferson County, Missouri, County Council hereby recognizes
2 that the COVID-19 virus has caused Small Businesses in Jefferson County to expend
3 unbudgeted funds which are allowable and shall be reimbursed under the CARES Act and
4 by the Jefferson County Economic Development Corporation for administrative costs.

5 Section 2. The County Council hereby appropriates and authorizes the
6 payment of funds from the County's CARES Act Funds (under the County Budget as the
7 Coronavirus Relief Fund Division) and from that portion of the funds allocated to **EDC –**
8 **Biz Safe – 319-0532-5817 (Small Businesses) and EDC – Emergency Relief – 319-0532-**
9 **5818 (Small Businesses)** for the reimbursement of unbudgeted and allowable expenses
10 incurred by Small Businesses from March 1, 2020 to the present in the amount of:

11 Hearth and Home	\$ 5,000.00
12 Pizza Biz Enterprises, LLC (Saucys)	\$ 25,000.00
13 DeSoto Chamber of Commerce	\$ 11,852.71
14 Hearth and Home	\$ 25,000.00

15 for expenses summarized and set forth in Exhibit A which is attached hereto and made a
16 part hereof as though fully set forth herein.

17 Section 3. The County Executive, County Auditor and/or the County Treasurer
18 are each further authorized to take whatever steps are necessary and to execute any and all
19 documents necessary and make disbursements to carry out the intent of this Ordinance
20 pursuant to the authority granted by this Ordinance; the Home Rule Charter of Jefferson
21 County, Missouri and by any applicable State or Federal Law including Public Law 116-
22 136, including any rules, regulations and/or guidance by the U.S. Treasury, Section 50.540

1 RSMo (2020), Chapter 130 of the Jefferson County Code of Ordinances-the Jefferson
2 County Procurement Policy and Procedures; by the Jefferson County Local Emergency
3 Operations Plan and any and all Orders of the County Executive, the Governor of the State
4 of Missouri and/or The President of the United States and their respective administrative
5 agencies which may be, or are necessary, to carry out the intent of this Ordinance.

6 Section 4. This Ordinance shall be in full force and effect immediately upon its
7 passage and until further Ordinance, or Resolution and Order of the County Council.

8 Section 5. If any part of this Ordinance is invalid for any reason such invalidity
9 shall not affect the remainder of this Ordinance.

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**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins _____

Council Member District 2, Renee Reuter _____

Council Member District 3, Phil Hendrickson _____

Council Member District 4, Charles Groeteke _____

Council Member District 5, Tracey Perry _____

Council Member District 6, Dan Stallman _____

Council Member District 7, James Terry _____

THE ABOVE BILL ON THIS _____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

BY: _____

Reading Date: 03-08-2021

BILL NO.: 21-0314

ORDINANCE NO.: 21-_____

INTRODUCED BY: Council Member(s): _____

1 **AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS**
2 **FROM THE COUNTY’S PORTION OF THE “CARES ACT” IN ORDER TO**
3 **REIMBURSE CERTAIN POLITICAL SUBDIVISIONS AND PRIVATE**
4 **SCHOOLS AS SUBRECIPIENTS FOR UNBUDGETED AND APPROVED**
5 **EXPENSES THEREIN.**

6 **WHEREAS**, the Coronavirus Aid, Relief, and Economic Security Act (“Public
7 Law 116-136”) also known as the CARES Act was passed by Congress and signed into
8 law on March 27, 2020; and,

9 **WHEREAS**, over \$2 trillion dollars of economic relief is being provided due to
10 the public health and economic impacts of COVID-19; and,

11 **WHEREAS**, The CARES Act was designed to provide *fast and direct* economic
12 assistance for American workers, families, agencies, and small businesses, schools and
13 other entities and preserve jobs for our American industries; and,

14 **WHEREAS**, the CARES Act provides for payments to State, Local, and Tribal
15 governments navigating the financial and economic impact of the COVID-19 outbreak on
16 a local level; and,

17 **WHEREAS**, States of Emergency have been declared by the President of the
18 United States, the Governor of the State of Missouri and the Jefferson County, Missouri,
19 County Executive due to COVID-19; and,

1 **WHEREAS**, COVID-19 poses an immediate and/or ongoing threat to the life,
2 property, public peace, health, safety, and welfare of citizens of Jefferson County,
3 Missouri; and,

4 **WHEREAS**, effects of the preparation and management of COVID-19 are
5 occurring and will continue to cause a threat to the life, property, public peace, health,
6 safety, and welfare of citizens of the County; and,

7 **WHEREAS**, Jefferson County, Missouri, (“County”) has received, been
8 authorized and certified to accept **\$26,406,492.00** in Federal CARES Act Funds
9 (Coronavirus Relief Fund Division Budget) which has been passed down through the
10 State of Missouri and which shall be used for reimbursement of unbudgeted expenses and
11 assistance to citizens, businesses and agencies (subrecipients) within the County and as
12 authorized by the CARES Act, at the direction of the U.S. Treasury via guidelines, rules
13 and regulations in accordance with those laws and ultimately by and through the
14 County’s own requirements; and,

15 **WHEREAS**, certain Political Subdivisions have submitted requests for
16 reimbursement of unbudgeted, fully documented, and approved expenses which were
17 incurred from March 1, 2020 to the present based on expenses which were unbudgeted in
18 an approved budget dated March 27, 2020 from that Political Subdivision; and,

19 **WHEREAS**, the following Political Subdivisions have submitted a
20 reimbursement request as set forth in Exhibit A attached hereto and to be paid out of the
21 County’s portion of the CARES Act funding for the authorized amount(s) of:
22

1	Big River Ambulance District	\$ 8,029.00
2	City of Crystal City	\$ 23,524.80
3	General Revenue Fund	\$501,266.06
4	Public Works Fund	\$435,620.65
5	Parks Fund	\$ 24,671.39
6	Assessment Fund	\$ 84,523.67
7	Law Enforcement Fund	\$128,295.91
8	Recorder User Fund	\$ 2,614.50

9 **WHEREAS**, certain Private Schools have submitted requests for reimbursement
10 of unbudgeted, fully documented, and approved expenses which were incurred from
11 March 1, 2020 to the present based on those expenses which were unbudgeted; and,

12 **WHEREAS**, the following Private Schools have submitted a reimbursement
13 request as set forth in Exhibit B attached hereto and which are to be paid out of the
14 County's portion of the CARES Act funding and directly to the documented Vendor(s)
15 for the Private Schools in and for the authorized amount(s) of:

16	Holy Child School	\$2,125.00 to Vendor(s)
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17 **WHEREAS**, said authorized and allowed reimbursable expenses have been fully
18 reviewed, vetted, and approved by the County’s COVID/CARES Act Relief Fund Work
19 Group, including the County Auditor. A recommendation is therefore made to the
20 Jefferson County, Missouri, County Council by the County Executive for approval of the
21 reimbursement of expenses from the CARES Act Funds being held by the County and

1 allocated to Political Subdivisions and the Private Schools set forth herein for that
2 purpose; and,

3 **WHEREAS**, the Jefferson County, Missouri, Council (“Council”) finds it
4 appropriate to authorize the reimbursement for expenditures by certain Political
5 Subdivisions and Private Schools from the CARES Act Funds in order to provide for the
6 unbudgeted documented costs in mitigating the COVID-19 Virus.

7 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,**
8 **COUNCIL, AS FOLLOWS:**

9 Section 1. The Jefferson County, Missouri, County Council hereby
10 recognizes that the COVID-19 virus has caused Political Subdivisions and Private
11 Schools to expend unbudgeted funds which are allowable and shall be reimbursed under
12 the CARES Act.

13 Section 2. The County Council hereby appropriates and authorizes the
14 payment of funds from the County’s CARES Act Funds (under the County Budget as the
15 Coronavirus Relief Fund Division) and from that portion of the funds allocated to
16 **Political Subdivisions – Public Entities – Ambulance – 319-0532-5822-9999-052000;**
17 **Political Subdivisions – Municipalities – 319-0532-5821-9999-999999 and County**
18 **Expenses – 319-0532-5815-9999-999999** for the reimbursement of unbudgeted and
19 allowable expenses incurred by the Political Subdivisions from March 1, 2020 to the
20 present in the amount of:

21	Big River Ambulance District	\$ 8,029.00
22	City of Crystal City	\$ 23,524.80

1	General Revenue Fund	\$501,266.06
2	Public Works Fund	\$435,620.65
3	Parks Fund	\$ 24,671.39
4	Assessment Fund	\$ 84,523.67
5	Law Enforcement Fund	\$128,295.91
6	Recorder User Fund	\$ 2,614.50

7 for expenses summarized and set forth in Exhibit A which is attached hereto and made a
8 part hereof as though fully set forth herein.

9 Section 3. The County Council hereby appropriates and authorizes the
10 payment of funds from the County's CARES Act Funds (under the County Budget as the
11 Coronavirus Relief Fund Division) and from that portion of the funds allocated to
12 **Political Subdivisions – Public Entities - Private Schools – 319-0532-5822-9999-**
13 **051500** for the reimbursement of unbudgeted and allowable expenses incurred by the
14 Private Schools and paid directly to the documented Vendor(s) for each school from
15 March 1, 2020 to the present in the amount of:

16 **Holy Child School** **\$2,125.00 to Vendor(s)**

17 for expenses summarized and set forth in Exhibit B which is attached hereto and made a
18 part hereof as though fully set forth herein.

19 Section 4. The County Executive, County Auditor and/or the County
20 Treasurer are each further authorized to take whatever steps are necessary and to execute
21 any and all documents necessary and make disbursements to carry out the intent of this
22 Ordinance pursuant to the authority granted by this Ordinance; the Home Rule Charter of

1 Jefferson County, Missouri and by any applicable State or Federal Law including Public
2 Law 116-136, including any rules, regulations and/or guidance by the U.S. Treasury,
3 Section 50.540 RSMo (2020), Chapter 130 of the Jefferson County Code of Ordinances-
4 the Jefferson County Procurement Policy and Procedures; by the Jefferson County Local
5 Emergency Operations Plan and any and all Orders of the County Executive, the
6 Governor of the State of Missouri and/or The President of the United States and their
7 respective administrative agencies which may be, or are necessary, to carry out the intent
8 of this Ordinance.

9 Section 4. This Ordinance shall be in full force and effect immediately upon
10 its passage and until further Ordinance, or Resolution and Order of the County Council.

11 Section 5. If any part of this Ordinance is invalid for any reason such
12 invalidity shall not affect the remainder of this Ordinance.

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**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins _____

Council Member District 2, Renee Reuter _____

Council Member District 3, Phil Hendrickson _____

Council Member District 4, Charles Groeteke _____

Council Member District 5, Tracey Perry _____

Council Member District 6, Dan Stallman _____

Council Member District 7, James Terry _____

THE ABOVE BILL ON THIS _____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,
MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN
OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____
DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

BY: _____

Reading Date: 03/08/2021

BILL NO.:21-0315

ORDINANCE NO.: 21- _____

INTRODUCED BY: COUNCIL MEMBER (s) _____

1 **AN ORDINANCE APPROVING THE AGREEMENT BETWEEN THE**
2 **JEFFERSON FRANKLIN COMMUNITY ACTION CORPORATION AND**
3 **JEFFERSON COUNTY, MISSOURI, TO ADMINISTER THE U.S. TREASURY,**
4 **EMERGENCY RENTAL ASSISTANCE FUNDS IN ORDER TO PROVIDE RENT**
5 **AND UTILITY ASSISTANCE FOR HOUSEHOLDS WHO HAVE BEEN**
6 **IMPACTED BY THE COVID-19 PANDEMIC PURSUANT TO ALL RULES AND**
7 **REGULATIONS PROMULGATED UNDER SECTION 501 OF DIVISION N OF**
8 **THE CONSOLIDATED APPROPRIATIONS ACT, 2021, PUB. L. NO. 116-260**
9 **(DEC. 27, 2020); AND AUTHORIZING THE COUNTY EXECUTIVE TO**
10 **EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.**

11 **WHEREAS,** The United States Federal Government through the U.S. Department
12 of the Treasury has created The Emergency Rental Assistance program making available
13 \$25 billion to assist households that are unable to pay rent and utilities due to the COVID-
14 19 pandemic; and,

15 **WHEREAS,** the funds are provided directly to States, U.S. Territories, local
16 governments, and Indian tribes; and,

17 **WHEREAS,** The Treasury Office of Inspector General will conduct oversight of
18 the program and may recoup funds from any government that fails to comply with the
19 restrictions on the use of funds; and,

1 **WHEREAS**, Grantees such as Jefferson County, Missouri, may use the funds to
2 provide assistance to eligible households through existing or newly created rental and
3 utilities assistance programs; and,

4 **WHEREAS**, Jefferson County, Missouri, is eligible and has received Six Million,
5 Seven Hundred Thirty-Two Thousand, Four Dollars and Ten Cents **(\$6,732,004.10)** as and
6 for the County's local share of the Federal Rental Assistance Program; and,

7 **WHEREAS**, not less than 90 percent of awarded funds must be used for direct
8 financial assistance, including rent, rental arrears, utilities and home energy costs, utilities
9 and home energy costs arrears, and other expenses related to housing. Remaining funds
10 are available for housing stability services, including case management and other services
11 intended to keep households stably housed, and administrative costs. Funds generally
12 expire on December 31, 2021; and,

13 **WHEREAS**, Jefferson County, Missouri, wishes to distribute said funds less
14 administrative fees to eligible recipients through and with the assistance of the Jefferson
15 Franklin County Community Action Corporation acting as an independent contractor and
16 subrecipient authorized on behalf of Jefferson County to administer said funds as set forth
17 in the administration agreement attached hereto as Exhibit A.

18 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
19 **AS FOLLOWS:**

20 Section 1. The Jefferson County, Council hereby approves the agreement for
21 distribution of the Emergency Assistance Rental Funds as provided by the U.S. Treasury
22 and under its rules and regulations to Jefferson County, Missouri, and which funds are to

1 be distributed by and through the Jefferson Franklin Community Action Corporation as set
2 forth in Exhibit A attached hereto.

3 Section 2. The Jefferson County, Missouri, Council hereby authorizes the
4 County Executive to execute the agreement on behalf of the County. The County
5 Executive is further authorized to take any and all actions necessary to carry out the intent
6 of this Ordinance. An executed copy of the Agreement is attached hereto as Exhibit "A"
7 and incorporated herein, by reference.

8 Section 3. A fully executed copy of this Ordinance shall be kept on file and be
9 maintained by the Department of the County Clerk consistent with the rules and procedures
10 for the maintenance and retention of records as promulgated by the Secretary of State.

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

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THE ABOVE BILL ON THIS _____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

By: _____
Deputy Clerk

Reading Date: 03-08-2021

RESOLUTION NO.: R21-0301

INTRODUCED BY: COUNCIL MEMBER(s)_____

1 **A RESOLUTION AND ORDER OF THE JEFFERSON COUNTY,**
2 **MISSOURI, COUNCIL DECLARING CERTAIN PROPERTY (VEHICLES AND**
3 **EQUIPMENT) AS SURPLUS/SCRAP AND THE AUTHORIZATION FOR THE**
4 **DISPOSAL OF SAID PROPERTY BY THE COUNTY EXECUTIVE, THE**
5 **PURCHASING AGENT, AND/OR THE MANAGER OF HEAVY FLEET**
6 **SERVICES OF JEFFERSON COUNTY, MISSOURI AT THE BEST AND MOST**
7 **ADVANTAGEOUS TERMS TO JEFFERSON COUNTY, MISSOURI.**

8 **WHEREAS,** Section 3.4.2.10 of the Home Rule Charter of Jefferson County,
9 Missouri provides for the County Council to authorize County Officers to dispose of
10 personal property upon terms advantageous to the County; and,

11 **WHEREAS,** Jefferson County, Missouri, (hereafter, the “County”) is the owner
12 of vehicles and other equipment (hereinafter, “property”) that is no longer needed for use
13 and is surplus property which should be disposed of in some manner by Jefferson
14 County, Missouri; and,

15 **WHEREAS,** Jefferson County, Missouri, Council (“Council”) desires to
16 authorize County Officials to dispose of this surplus property through a public sale venue
17 or disposal and at terms and conditions most favorable to the County which includes:

18 ONE (1) 2003 VER-MAC MESSAGE BOARD (S/N: 259U5413835132316)

1 ONE (1) 2006 INTERNATIONAL 4300 DUMP TRUCK (VIN:
2 1HTMMAAN06H252172)

3 ONE (1) 2009 INTERNATIONAL 4300 DUMP TRUCK (VIN:
4 1HTMMAAN49H146117)

5 ONE (1) 2003 HOLDEN ELECTRIC BRAKE TRAILER (VIN:
6 12HZD30273S158256)

7 ONE (1) 1996 HOLDEN ELECTRIC BRAKE TRAILER (VIN:
8 12HZD3020TS167043)

9 ONE (1) 1993 AUTO CRANE (S/N: 320303)

10 ONE (1) 2005 FORD F550 UTILITY BED TRUCK (VIN:
11 1FDAF57P95ECY6358)

12 ONE (1) 1999 FORD F350 FLAT BED TRUCK (VIN: 1FDWF36F9XEB40949)

13 **WHEREAS**, it is in the best interest of the County and tax payers to fully and
14 properly dispose of these items of Jefferson County, Missouri, personal property in the
15 manner and terms set forth herein; and,

16 **WHEREAS**, Jefferson County, Missouri, Council agrees that certain items of
17 personal property that are deemed surplus, shall be disposed upon terms advantageous to
18 the County and hereby authorize the County Executive, Purchasing Agent and/or the
19 Manager-Fleet Services to dispose of all personal property identified as set forth in the
20 attached Exhibit A upon approval by the County Council and County Executive.

21 **THE JEFFERSON COUNTY MISSOURI COUNCIL RESOLVES:**

1 Section 1: The Property described and fully setout below is hereby declared
2 Surplus Property of Jefferson County, Missouri, and no longer of use to the County:

3 ONE (1) 2003 VER-MAC MESSAGE BOARD (S/N: 259U5413835132316)

4 ONE (1) 2006 INTERNATIONAL 4300 DUMP TRUCK (VIN:
5 1HTMMAAN06H252172)

6 ONE (1) 2009 INTERNATIONAL 4300 DUMP TRUCK (VIN:
7 1HTMMAAN49H146117)

8 ONE (1) 2003 HOLDEN ELECTRIC BRAKE TRAILER (VIN:
9 12HZD30273S158256)

10 ONE (1) 1996 HOLDEN ELECTRIC BRAKE TRAILER (VIN:
11 12HZD3020TS167043)

12 ONE (1) 1993 AUTO CRANE (S/N: 320303)

13 ONE (1) 2005 FORD F550 UTILITY BED TRUCK (VIN:
14 1FDAF57P95ECY6358)

15 ONE (1) 1999 FORD F350 FLAT BED TRUCK (VIN: 1FDWF36F9XEB40949)

16 Section 2. The County Council authorizes the County Executive and the
17 County Purchasing Agent to perform all those acts necessary to carry out the intent of
18 this Ordinance, including but not limited to taking any action required to dispose of the
19 property on terms and conditions most advantageous to the Jefferson County, Missouri,
20 including the execution of any and all necessary contract documents or other documents
21 to that effect, and to finally dispose of all property which cannot be sold or otherwise
22 disposed.

INTRODUCED BY: COUNCIL MEMBER(s) _____

1 **AN ORDINANCE TO AUTHORIZE THE COUNTY EXECUTIVE TO**
2 **EXECUTE A SUBDIVISION STREET MAINTENANCE AGREEMENT**
3 **BETWEEN JEFFERSON COUNTY, MISSOURI AND THE WINTER VALLEY**
4 **SUBDIVISION HOMEOWNERS' ASSOCIATION FOR THE PUBLIC**
5 **MAINTENANCE ACCEPTANCE OF BIG SKY DRIVE, STEAMBOAT SPRINGS**
6 **DRIVE, POWDERHORN COURT, KEYSTONE DRIVE, KEYSTONE COURT,**
7 **SUNDANCE COURT, WINTER PARK DRIVE, VAIL COURT, WINTER**
8 **VALLEY DRIVE, WINTER VALLEY COURT, COPPER MOUNTAIN DRIVE,**
9 **COPPER MOUNTAIN COURT, AND WINTER PARK COURT, LOCATED IN**
10 **COUNCIL DISTRICT 2.**

11 **WHEREAS**, Jefferson County, Missouri enacted Ordinance No. 18-0158 on
12 February 28, 2018, to authorize Jefferson County to petition the County Council with any
13 recommended additions to the County Road System of publicly maintained roads and
14 streets within unincorporated Jefferson County, Missouri; and,

15 **WHEREAS**, petitions are evaluated on a performance-based selection process
16 that is defined by the Public Works Director by way of the administratively-approved
17 subdivision street maintenance acceptance procedure; and,

1 **WHEREAS**, recommended additions to the existing system shall include a
2 benefit-cost analysis that are subject to budgetary limitations; and,

3 **WHEREAS**, added facilities to the County Road System must be included in
4 Title III, Chapter 300, Article I, Schedule III; for traffic control enforcement, which may
5 be necessary for each subdivision under a separate ordinance; and,

6 **WHEREAS**, the Winter Valley Subdivision Homeowners' Association has
7 submitted a request for public maintenance acceptance review to the Public Works
8 Department for the streets: Big Sky Drive; Steamboat Springs Drive; Powderhorn Court;
9 Keystone Drive; Keystone Court; Sundance Court; Winter Park Drive; Vail Court;
10 Winter Valley Drive; Winter Valley Court; Copper Mountain Drive; Copper Mountain
11 Court; and Winter Park Court; and,

12 **WHEREAS**, the Public Works Department has determined that the request meets
13 or exceeds the performance rating criteria for street acceptance and the subdivision
14 petition exceeds a simple majority of lot owner signatures; and,

15 **WHEREAS**, the Public Works Director recommends public maintenance
16 acceptance of the aforementioned subdivision streets under the terms and conditions of
17 the subdivision street maintenance agreement; and,

18 **WHEREAS**, the Jefferson County, Missouri, Council now finds it is in the best
19 interest of the County to enter into a subdivision street maintenance agreement with the
20 Winter Valley Subdivision Homeowners' Association for the public maintenance
21 acceptance of Big Sky Drive; Steamboat Springs Drive; Powderhorn Court; Keystone
22 Drive; Keystone Court; Sundance Court; Winter Park Drive; Vail Court; Winter Valley

1 Drive; Winter Valley Court; Copper Mountain Drive; Copper Mountain Court; and
2 Winter Park Court. A copy of said agreement is attached hereto as Exhibit A.

3 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,**
4 **COUNCIL, AS FOLLOWS:**

5 Section 1: Jefferson County shall execute the subdivision street maintenance
6 agreement with the Winter Valley Subdivision Homeowners' Association for the public
7 maintenance acceptance of Big Sky Drive; Steamboat Springs Drive; Powderhorn Court;
8 Keystone Drive; Keystone Court; Sundance Court; Winter Park Drive; Vail Court;
9 Winter Valley Drive; Winter Valley Court; Copper Mountain Drive; Copper Mountain
10 Court; and Winter Park Court.

11 Section 2: The Jefferson County, Missouri, Council hereby authorizes the
12 County Executive to execute the agreement set forth in this Ordinance. A copy of said
13 agreement is attached hereto as Exhibit A. The County Executive is further authorized to
14 take any and all actions necessary to carry out the intent of this Ordinance.

15 Section 3: A copy of the agreement shall be maintained by the Department of
16 the County Clerk consistent with the rules and procedures for the maintenance and
17 retention of records as promulgated by the Secretary of State.

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

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THE ABOVE BILL ON THIS _____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, County Executive

ATTEST:

Ken Waller, County Clerk

BY: _____

First Reading: 03-08-2021

Second Reading:

Third Reading:

BILL NO.: 21-0317

ORDINANCE NO.: 21-_____

INTRODUCED BY: COUNCIL MEMBER(s)_____

1 **AN ORDINANCE TO AUTHORIZE AN AMENDMENT OF THE 2021**
2 **BUDGET PURSUANT TO THE HOME RULE CHARTER OF JEFFERSON**
3 **COUNTY, MISSOURI, AND PURSUANT TO SECTION 50.622 RSMO (2020) TO**
4 **REFLECT THE RECEIPT OF ADDITIONAL REVENUE NOT ESTIMATED OR**
5 **ANTICIPATED AND THE APPROPRIATION THEREOF TO INCLUDE THE**
6 **2020 EMOTIONAL SURVIVAL FOR LAW ENFORCEMENT PROGRAM**
7 **DOLLARS FROM THE JEFFERSON FOUNDATION.**

8 **WHEREAS,** Jefferson County, Missouri (“County”) will receive additional
9 unanticipated revenue in the amount of Twenty Thousand Dollars (**\$20,000.00**) from the
10 Jefferson Foundation; and,

11 **WHEREAS,** said funds will be used to provide deputies with Emotional Survival
12 for Law Enforcement Training and books using grant dollars from the Jefferson
13 Foundation; and,

14 **WHEREAS,** said additional funds will be placed in the Law Enforcement Fund,
15 Sheriff Division, Grants, Emotional Survival for Law Enforcement Grant (215-0380-4300
16 -0167). These funds were not included in the original submission of the 2021 Budget; and,

17 **WHEREAS,** Section 50.622 RSMo (2020) and the Home Rule Charter of Jefferson
18 County, Missouri, permits a budget amendment to appropriate receipt of additional funds
19 not included at the time of budget adoption; and,

1 **WHEREAS,** The Sheriff Division will use this funding to provide deputies with
2 Emotional Survival for Law Enforcement Training and books using grant dollars from the
3 Jefferson Foundation and,

4 **WHEREAS,** the Jefferson County, Missouri, Council approves of the budget
5 amendment and requests that funds received be appropriated in the amount of Sixteen
6 Thousand Dollars (**\$16,000.00**) to the Law Enforcement Fund, Sheriff Division, Training
7 Registration, Emotional Survival for Law Enforcement Grant (215-0380-5307-0167) and
8 Four Thousand Dollars (**\$4,000.00**) to the Law Enforcement Fund, Sheriff Division,
9 Books/Subscriptions, Emotional Survival for Law Enforcement Grant (215-0380-5477-
10 0167); and,

11 **WHEREAS,** the Auditor of Jefferson County approves of this budget amendment;
12 and,

13 **WHEREAS,** pursuant to the Home Rule Charter of Jefferson County, Missouri, at
14 Sections 7.2.10 and 7.2.12, the County Executive of Jefferson County recommends and
15 certifies, by the submission of this Bill, that there will be revenues available for the budget
16 amendment and appropriations therefrom for the use of the funds set forth herein during
17 the Fiscal Year 2021 received under the aforementioned grant and therefore, request that
18 the Council take the necessary actions as set forth herein and requests that the necessary
19 budget amendments and appropriations be made in accordance with this legislation and
20 further advises the Council that the same is proper and necessary; and,

21 **WHEREAS,** it is the best interest of the County and the Sheriff Division to approve
22 this budget amendment and appropriate the funds accordingly to the Sheriff Division.

1 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
2 **AS FOLLOWS:**

3 Section 1. The County hereby authorizes the County Executive to amend the
4 original 2021 Budget in the amount of Twenty Thousand Dollars (**\$20,000.00**) by receiving
5 the additional revenue from the Jefferson Foundation. These funds will be used to provide
6 deputies with Emotional Survival for Law Enforcement Training and books using grant
7 dollars from the Jefferson Foundation. These funds will be placed in the Law Enforcement
8 Fund, Sheriff Division, Grants, Emotional Survival for Law Enforcement Grant (215-
9 0380-4300-0167). These funds were not included in the original submission of the 2021
10 Budget; and

11 Section 2. The County hereby requests that funds received be appropriated in
12 the amount of Sixteen Thousand Dollars (**\$16,000.00**) to the Law Enforcement Fund,
13 Sheriff Division, Training Registration, Emotional Survival for Law Enforcement Grant
14 (215-0380-5307-0167) and Four Thousand Dollars (**\$4,000.00**) to the Law Enforcement
15 Fund, Sheriff Division, Books/Subscriptions, Emotional Survival for Law Enforcement
16 Grant (215-0380-5477-0167); and

17 Section 3. The County Executive shall further be authorized to execute any and
18 all documents and take any and all actions necessary to carry out the intent of this
19 Ordinance.

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

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THIS ABOVE BILL ON THIS ____ DAY OF _____ 2021.

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

BY:_____
Deputy Clerk

First Reading: 03-08-2021

Second Reading:

Third Reading:

BILL NO.: 21-0318

ORDINANCE NO.: 21-_____

INTRODUCED BY: COUNCIL MEMBER(s)_____

1 **AN ORDINANCE TO AUTHORIZE AN AMENDMENT OF THE 2021**
2 **BUDGET PURSUANT TO THE HOME RULE CHARTER OF JEFFERSON**
3 **COUNTY, MISSOURI, AND PURSUANT TO SECTION 50.622 RSMO (2020) TO**
4 **REFLECT THE RECEIPT OF ADDITIONAL REVENUE NOT ESTIMATED OR**
5 **ANTICIPATED AND THE APPROPRIATION THEREOF TO INCLUDE THE**
6 **FEDERAL PRISONER REIMBURSEMENT DOLLARS FROM THE U.S.**
7 **TREASURY.**

8 **WHEREAS,** Jefferson County, Missouri (“County”) will receive additional
9 unanticipated revenue in the amount of One Hundred Thirty-Five Thousand Dollars
10 **(\$135,000.00)** from the U.S. Treasury; and,

11 **WHEREAS,** said funds will be used to cover additional jail health care services;
12 and,

13 **WHEREAS,** said additional funds will be placed in the Law Enforcement Fund,
14 Sheriff Division, Federal Prisoner Reimbursement, (215-0380-4306). These funds were not
15 included in the original submission of the 2021 Budget; and,

16 **WHEREAS,** Section 50.622 RSMo (2020) and the Home Rule Charter of Jefferson
17 County, Missouri, permits a budget amendment to appropriate receipt of additional funds
18 not included at the time of budget adoption; and,

1 **WHEREAS**, The Sheriff Division will use this funding to cover additional jail
2 health care services and,

3 **WHEREAS**, the Jefferson County, Missouri, Council approves of the budget
4 amendment and requests that funds received be appropriated in the amount of One Hundred
5 Thirty-Five Thousand Dollars (**\$135,000.00**) to the Law Enforcement Fund, Jail Division,
6 Contractual Service (215-0387-5201); and

7 **WHEREAS**, the Auditor of Jefferson County approves of this budget amendment;
8 and,

9 **WHEREAS**, pursuant to the Home Rule Charter of Jefferson County, Missouri, at
10 Sections 7.2.10 and 7.2.12, the County Executive of Jefferson County recommends and
11 certifies, by the submission of this Bill, that there will be revenues available for the budget
12 amendment and appropriations therefrom for the use of the funds set forth herein during
13 the Fiscal Year 2021 received under the aforementioned grant and therefore, request that
14 the Council take the necessary actions as set forth herein and requests that the necessary
15 budget amendments and appropriations be made in accordance with this legislation and
16 further advises the Council that the same is proper and necessary; and,

17 **WHEREAS**, it is the best interest of the County and the Sheriff Division to approve
18 this budget amendment and appropriate the funds accordingly to the Jail Division.

19 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
20 **AS FOLLOWS:**

21 Section 1. The County hereby authorizes the County Executive to amend the
22 original 2021 Budget in the amount of One Hundred Thirty-Five Thousand Dollars

1 (\$135,000.00) by receiving the additional revenue from the U.S. Treasury. These funds
2 will be used to cover additional jail health care services. These funds will be placed in the
3 Law Enforcement Fund, Jail Division, Contractual Service (215-0387-5201). These funds
4 were not included in the original submission of the 2021 Budget; and

5 Section 2. The County hereby requests that funds received be appropriated in
6 the amount of One Hundred Thirty-Five Thousand Dollars (\$135,000.00) to the Law
7 Enforcement Fund, Jail Division, Contractual Service (215-0387-5201), and

8 Section 3. The County Executive shall further be authorized to execute any and
9 all documents and take any and all actions necessary to carry out the intent of this
10 Ordinance.

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

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THIS ABOVE BILL ON THIS ____ DAY OF _____ 2021.

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

BY:_____
Deputy Clerk

First Reading: 03-08-2021

Second Reading:

Third Reading:

BILL NO.: 21-0319

ORDINANCE NO.: 21-_____

INTRODUCED BY: COUNCIL MEMBER(s)_____

1 **AN ORDINANCE TO AUTHORIZE AN AMENDMENT OF THE 2021**
2 **BUDGET PURSUANT TO THE HOME RULE CHARTER OF JEFFERSON**
3 **COUNTY, MISSOURI AND SECTION 50.622 RSMO (2020) TO ALLOCATE**
4 **ADDITIONAL CARRYOVER FUNDS FROM THE PRIOR YEAR TO COVER A**
5 **CONTRACTED SERVICE 2020 BILL AND AN ANTICIPATED FUTURE BILL.**

6 **WHEREAS**, the Department of Parks and Recreation, requests that funds in the
7 total amount of Eighteen Thousand Three Hundred Forty-Five Dollars **(\$18,345.00)** be
8 placed in the Parks and Recreation Fund, Non-Specific Division, Prior Year Carryover
9 (205-9999-4001), to be used to cover a contracted service 2020 bill and an anticipated
10 future bill; and,

11 **WHEREAS**, Article VII, Section 7.2.10 of the Home Rule Charter of Jefferson
12 County, Missouri, provides that if during the fiscal year the County Executive certifies that
13 there are revenues available for appropriation in excess of those estimated in the budget,
14 the County Council by Ordinance may make supplemental appropriations for the year up
15 to the amount of such excess; and,

16 **WHEREAS**, Article VII, Section 7.2.13 of the Home Rule Charter of Jefferson
17 County, Missouri, permits the Jefferson Missouri, Council to transfer unencumbered funds
18 or balances within a Department; and,

1 **WHEREAS**, both the County Executive and Auditor have certified that funds are
2 available for the proposed appropriation set forth herein; and,

3 **WHEREAS**, The Department of Parks and Recreation has requested that the
4 amount of Eighteen Thousand Three Hundred Forty-Five Dollars **(\$18,345.00)** be placed
5 in the Parks and Recreation Fund, Non-Specific Division, Prior Year Carryover (205-9999-
6 4001) to be allocated as follows: Eighteen Thousand Three Hundred Forty-Five Dollars
7 **(\$18,345.00)** to the Parks and Recreation Fund, Parks and Recreation Division,
8 Professional Services (205-0120-5219); and,

9 **WHEREAS**, the Auditor of Jefferson County approves of this budget amendment.

10 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
11 **AS FOLLOWS:**

12 Section 1. The Parks and Recreation Budget for Jefferson County, Missouri,
13 subject to any and all budget limitations, shall be amended to reflect the excess funds
14 available by appropriating and transferring funds based upon certification of the County
15 Executive as follows: Eighteen Thousand Three Hundred Forty-Five Dollars **(\$18,345.00)**
16 be placed in the Parks and Recreation Fund, Non-Specific Division, Prior Year Carryover
17 (205-9999-4001) to be allocated as follows: Eighteen Thousand Three Hundred Forty-
18 Five Dollars **(\$18,345.00)** to the Parks and Recreation Fund, Parks and Recreation
19 Division, Professional Services (205-0120-5219),

20 Section 2. The amounts in this Budget Amendment Ordinance are to be used to
21 cover a contracted service 2020 bill and an anticipated future bill and shall only be used
22 for the purposes, accounts and account strings as identified herein and for no other purpose.

1 Section 3. This Ordinance shall be in full force and effect from and after its
2 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
3 shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins

Council Member District 2, Renee Reuter

Council Member District 3, Phil Hendrickson

Council Member District 4, Charles Groeteke

Council Member District 5, Tracey Perry

Council Member District 6, Daniel Stallman

Council Member District 7, James Terry

THIS ABOVE BILL ON THIS ____ DAY OF _____, 2021:

 PASSED **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri Executive

ATTEST:

Ken Waller, County Clerk

BY: _____
Deputy Clerk

First Reading: 03-08-2021

Second Reading:

Third Reading:

BILL NO.: 21-0320

ORDINANCE NO.: 21-_____

INTRODUCED BY: COUNCIL MEMBER(s)_____

1 **AN ORDINANCE TO AUTHORIZE AN AMENDMENT OF THE 2021**
2 **BUDGET PURSUANT TO THE HOME RULE CHARTER OF JEFFERSON**
3 **COUNTY, MISSOURI AND SECTION 50.622 RSMO (2020) TO ALLOCATE**
4 **ADDITIONAL SURPLUS FUNDS FROM THE PRIOR YEAR TO PROVIDE**
5 **COMPUTER FORENSIC EXAMINATION EQUIPMENT, EVIDENTIARY**
6 **CAMERAS, AND REPLACEMENT DESKS, CABINETS, AND CHAIRS FOR THE**
7 **NORTH ZONE.**

8 **WHEREAS**, the Department of the Sheriff, requests that funds in the total amount
9 of Forty-Five Thousand Dollars **(\$45,000.00)** be placed in the Drug Forfeiture Fund, Drug
10 Forfeiture Division, Prior Year Carryover (217-0382-4001), to be used to provide computer
11 forensic examination equipment, evidentiary cameras and replacement desks, cabinets and
12 chairs for the North Zone; and,

13 **WHEREAS**, Article VII, Section 7.2.10 of the Home Rule Charter of Jefferson
14 County, Missouri, provides that if during the fiscal year the County Executive certifies that
15 there are revenues available for appropriation in excess of those estimated in the budget,
16 the County Council by Ordinance may make supplemental appropriations for the year up
17 to the amount of such excess; and,

1 **WHEREAS**, Article VII, Section 7.2.13 of the Home Rule Charter of Jefferson
2 County, Missouri, permits the Jefferson Missouri, Council to transfer unencumbered funds
3 or balances within a Department; and,

4 **WHEREAS**, both the County Executive and Auditor have certified that funds are
5 available for the proposed appropriation set forth herein; and,

6 **WHEREAS**, The Department of the Sheriff has requested that the amount of Forty-
7 Five Thousand Dollars (**\$45,000.00**) be placed in the Drug Forfeiture Fund, Drug
8 Forfeiture Division, Prior Year Carryover (217-0382-4001), to be allocated as follows:
9 Twenty Thousand Dollars (**\$20,000.00**) to the Drug Forfeiture Fund, Drug Forfeiture
10 Division, Computer Equipment-Hardware (217-0382-5655) and Twenty-Five Thousand
11 Dollars (**\$25,000.00**) to the Drug Forfeiture Fund, Drug Forfeiture Division, Office
12 Furniture and Equipment (217-0382-5650); and,

13 **WHEREAS**, the Auditor of Jefferson County approves of this budget amendment.

14 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
15 **AS FOLLOWS:**

16 Section 1. The Law Enforcement Budget for Jefferson County, Missouri, subject
17 to any and all budget limitations, shall be amended to reflect the excess funds available by
18 appropriating and transferring funds based upon certification of the County Executive as
19 follows: Forty-Five Thousand Dollars (**\$45,000.00**) be placed in the Drug Forfeiture Fund,
20 Drug Forfeiture Division, Prior Year Carryover, (217-0382-4001), and to appropriate and
21 allocate as follows: Twenty Thousand Dollars (**\$20,000.00**) to the Drug Forfeiture Fund,
22 Drug Forfeiture Division, Computer Equipment-Hardware (217-0382-5655) Twenty-Five

1 Thousand Dollars **(\$25,000.00)** to the Drug Forfeiture Fund, Drug Forfeiture Division,
2 Office Furniture and Equipment (217-0382-5650),

3 Section 2. The amounts in this Budget Amendment Ordinance for computer
4 forensic examination equipment, evidentiary cameras, and replacement desks, cabinets,
5 and chairs for the North Zone shall only be used for the purposes, accounts and account
6 strings as identified herein and for no other purpose.

7 Section 3. This Ordinance shall be in full force and effect from and after its
8 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
9 shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THIS ABOVE BILL ON THIS ____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS _____ DAY OF _____, 2021.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri Executive

ATTEST:

Ken Waller, County Clerk

BY: _____
Deputy Clerk

First Reading: 03-08-2021

Second Reading:

Third Reading:

BILL NO.: 21-0321

ORDINANCE NO.: 21-_____

INTRODUCED BY: COUNCIL MEMBER(s)_____

1 **AN ORDINANCE TO AUTHORIZE AN AMENDMENT OF THE 2021**
2 **BUDGET PURSUANT TO THE HOME RULE CHARTER OF JEFFERSON**
3 **COUNTY, MISSOURI AND SECTION 50.622 RSMO (2020) TO REFLECT THE**
4 **TRANSFER OF BUDGET FUNDS BETWEEN THE GENERAL REVENUE**
5 **RESERVE ACCOUNT AND THE GENERAL REVENUE RESERVE FUNDS**
6 **REVENUE ACCOUNT FOR THE PURPOSE OF ADDING FUNDS TO THE**
7 **RELATIVE EXPENSE BUDGET FOR THE PORT AUTHORITY GRANT**
8 **MATCH.**

9 **WHEREAS**, the County Executive, requests that funds in the total amount of One
10 Hundred Fifty-Five Thousand Three Hundred Fifty-Seven Dollars **(\$155,357.00)** be
11 transferred from the General Revenue Reserve Account, (101-9999-1015) to the General
12 Revenue Reserve Funds Revenue Account, (101-9999-4002), to be used to fund the 20%
13 matching grant funds to the Port Authority; and,

14 **WHEREAS**, Article VII, Section 7.2.10 of the Home Rule Charter of Jefferson
15 County, Missouri, provides that if during the fiscal year the County Executive certifies that
16 there are revenues available for appropriation in excess of those estimated in the budget,
17 the County Council by Ordinance may make supplemental appropriations for the year up
18 to the amount of such excess; and,

1 **WHEREAS**, Article VII, Section 7.2.13 of the Home Rule Charter of Jefferson
2 County, Missouri, permits the Jefferson Missouri, Council to transfer unencumbered funds
3 or balances within a Department; and,

4 **WHEREAS**, both the County Executive and Auditor have certified that funds are
5 available for the proposed appropriation set forth herein; and,

6 **WHEREAS**, The County Executive has requested that the amount of One Hundred
7 Fifty-Five Thousand Three Hundred Fifty-Seven Dollars **(\$155,357.00)** be transferred
8 from the General Revenue Reserve Account, (101-9999-1015) to the General Revenue
9 Reserve Funds Revenue Account, (101-9999-4002) to be allocated to the General Revenue
10 Fund, Relative Expense Division, Grant Match (101-0503-5420) to be used to fund the
11 20% matching grant funds to the Port Authority; and,

12 **WHEREAS**, the Auditor of Jefferson County approves of this budget amendment.

13 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
14 **AS FOLLOWS:**

15 Section 1. The Budget of the Relative Expense Division for Jefferson County,
16 Missouri, subject to any and all budget limitations, shall be amended to reflect the excess
17 funds available by appropriating and transferring funds based upon certification of the
18 County Executive as follows: One Hundred Fifty-Five Thousand Three Hundred Fifty-
19 Seven Dollars **(\$155,357.00)** be transferred from the General Revenue Reserve Account,
20 (101-9999-1015) to the General Revenue Reserve Funds Revenue Account, (101-9999-
21 4002) to be allocated to the General Revenue Fund, Relative Expense Division, Grant

1 Match (101-0503-5420), to be used to fund the 20% matching grant funds to the Port
2 Authority;

3 Section 2. The amounts in this Budget Amendment Ordinance shall only be used
4 for the purposes, accounts and account strings as identified herein and for no other purpose.

5 Section 3. This Ordinance shall be in full force and effect from and after its
6 date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
7 shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins _____

Council Member District 2, Renee Reuter _____

Council Member District 3, Phil Hendrickson _____

Council Member District 4, Charles Groeteke _____

Council Member District 5, Tracey Perry _____

Council Member District 6, Daniel Stallman _____

Council Member District 7, James Terry _____

THIS ABOVE BILL ON THIS ____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

**THIS BILL WAS _____ APPROVED BY THE JEFFERSON COUNTY
EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY,
MISSOURI, THIS _____ DAY OF _____, 2021.**

**THIS BILL WAS _____ VETOED AND RETURNED TO THE
JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS
BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF ____
_____, 2021.**

Dennis J. Gannon, Jefferson County, Missouri Executive

ATTEST:

Ken Waller, County Clerk

BY: _____
Deputy Clerk

First Reading: 03-08-2021

Second Reading:

Third Reading:

BILL NO.: 21-0240

ORDINANCE NO.: 21-_____

INTRODUCED BY: Council Member Terry

1 **AN ORDINANCE APPROVING APPLICATION PC20076 TO REZONE A**
2 **PARCEL FROM NON-PLANNED COMMUNITY COMMERCIAL (CC2) ZONE**
3 **DISTRICT TO PLANNED COMMERCIAL (PC) ZONE DISTRICT AND THE**
4 **DEVELOPMENT PLAN FOR 5711 OLD STATE HWY 21 LOCATED IN**
5 **COUNCIL DISTRICT 7.**

6 **WHEREAS**, a hearing was held by the Planning and Zoning Commission of
7 Jefferson County, Missouri on January 28, 2021, on Application/Petition Number
8 PC20076 to rezone a parcel from Non-Planned Community Commercial (CC2) zone
9 district to Planned Commercial (PC) zone district and the development plan for 5711 Old
10 State Hwy 21 on the following described real estate located in Jefferson County, State of
11 Missouri, to-wit: Parcel Number: 08-4.0-18.0-4-002-009.02; and

12 **WHEREAS**, the record of the January 28, 2021 hearing and the recommendation
13 of the Planning and Zoning Commission have been filed with the Jefferson County,
14 Missouri, Council; and

15 **WHEREAS**, the Jefferson County, Missouri, Council has taken official notice of
16 the following items and exhibits filed with and presented to the Jefferson County,
17 Missouri, Council with respect to the Application:

1 a. Jefferson County Planning Division Staff Report to the Planning
2 and Zoning Commission recommending approval of the application and the case
3 file for this Application;

4 b. The record of the hearing before the Planning and Zoning
5 Commission including the following exhibits:

6 Exhibit A, The Official Master Plan for Jefferson County, Missouri,
7 adopted August 6, 2003 and effective April 2, 2008;

8 Exhibit B, The Code of Ordinances of Jefferson County, Chapter 400:
9 Unified Development Order (UDO) adopted April 2, 2008, as
10 amended; and

11 Exhibit C, Staff Report and case file.

12 **WHEREAS,** it is found by the Jefferson County, Missouri, Council that:

13 a. All persons required to receive notice of the hearing were notified,
14 all notices were published, and signs posted in accordance with Missouri law and
15 the Unified Development Order.

16 b. The Jefferson County, Missouri, Council has jurisdiction over the
17 subject matter of this application.

18 c. The proposed rezoning to the Planned Commercial (PC) zone
19 district is consistent with the Official Master Plan for Jefferson County, Missouri.

20 d. The proposed rezoning to the Planned Commercial (PC) zone
21 district is not out of character with the neighborhood.

1 e. The proposed rezoning to the Planned Commercial (PC) zone
2 district is compatible with adjacent zoning and uses.

3 f. The proposed rezoning to the Planned Commercial (PC) zone
4 district would not negatively affect the character of the property and neighboring
5 property.

6 g. The requested development plan, as conditioned and modified by
7 this Ordinance, is consistent with the UDO in that the development plan is
8 designed, located and proposed to be operated so that the public health, safety and
9 welfare will be protected.

10 h. The requested development plan, as conditioned and modified by
11 this Ordinance, is consistent with the UDO in that the development plan will not
12 impede the normal and orderly development and improvement of the surrounding
13 property.

14 i. The requested development plan, as conditioned and modified by
15 this Ordinance, is consistent with the UDO in that the development plan
16 incorporates adequate ingress and egress and an internal drive network that
17 provides for the efficient flow of traffic.

18 j. The modifications to Section 400.1670 to allow the current buildings to
19 remain in their existing locations; and Section 400.4660 Relief from the required
20 street frontage landscaping requirements, are in the best interest of the County in
21 that the modifications incorporate sound planning principles and design elements

1 that are compatible with surrounding properties and are consistent throughout the
2 proposed project.

3 k. The modifications to Section 400.1670 to allow the current buildings to
4 remain in their existing locations; and Section 400.4660 Relief from the required
5 street frontage landscaping requirements, are in the best interest of the County in
6 that the modifications further the stated goals and intent of the UDO.

7 l. The requested modification to Section 400.4040 – Parking Plan – to
8 allow the existing development to remain as it currently exists without any
9 parking spaces is not in the best interest of the County in that the modification
10 does not further the stated goals and intent of the UDO.

11 **NOW, THEREFORE, BE IT ENACTED BY THE JEFFERSON COUNTY,**
12 **MISSOURI, COUNCIL, AS FOLLOWS:**

13 Section 1. Application Number: PC20076 to rezone a parcel from Non-
14 Planned Community Commercial (CC2) zone district to Planned Commercial (PC) zone
15 district and the development plan approval for 5711 Old State Hwy 21, on the real estate
16 described as Parcel Number: 08-4.0-18.0-4-002-009.02, is hereby approved for Phase
17 One only subject to the following regulatory requirements, departmental comments,
18 modifications, and conditions of approval:

19 **Modifications**

20 1. The modification to Article V Section 400.1670 – Minimum Building Setbacks – to
21 allow the existing buildings to remain in their existing location is approved.

- 1 2. The modification to Article XIV, Section 400.4650 – Landscaping – Minimum
2 Requirements – is approved to allow relief from street frontage landscaping with the
3 condition that a sight-proof fence shall be installed along Connors Road, in addition to a
4 sight-proof privacy gate where the current gate exists in the front of the property. The trash
5 dumpster shall also be moved to the rear of the property.
- 6 3. The modification to Article XII, Section 400.4040 – Parking Plan – is denied.

7 **Regulatory Requirements**

8 Permitted Uses

9 Construction Contractor (w/ machinery, equipment and storage)

10 Office/warehouse

11 Floor Area, Height, and other Building Requirements

12 Maximum Area Ratio: 0.55 FAR

13 Maximum Structure Height: 70 feet

14 Site Development

15 Required Setbacks (except as specifically modified by this Ordinance:

16 Front Yard: 20 feet

17 Side Yard: 15 feet

18 Rear Yard: 20 feet

19 Design Standards

20 The development shall comply with the Suburban Design

21 Standards in accordance with Article VII of the Jefferson County

22 Unified Development Order.

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Access

Access shall be provided in accordance with the Jefferson County Unified Development Order.

Parking

Parking and loading shall be provided per the regulation of Article XII of the Jefferson County Unified Development Order.

Signs

Signs shall comply with Article XIII of the UDO. All regulatory signs, including stop signs, speed limit, etc., shall be provided by the developer.

Lighting

Lighting that by color, placement or design resembles or conflicts with traffic control signs is prohibited. No lighting shall contain flashing lights, intermittent lights, animators, or mechanical movements of any kind.

Landscaping

Landscaping, buffers, and tree protection shall comply with Article XIV of the Jefferson County Unified Development Order, except as specifically modified by this Ordinance.

Stormwater and Erosion and Sediment Control

Stormwater management and Erosion and sediment control shall comply with Chapter 505: Erosion and Sediment Control /

Stormwater Management Design Manual of the Jefferson County
Code of Ordinances.

Geotechnical

A geotechnical study prepared by an Engineer licensed in the State of Missouri shall be required where there is more than 5 feet of cut or 5 feet of fill or slopes greater than 3:1. Where grades are proposed at slopes than 3:1 slope stability must be addressed in the study.

Departmental Comments:

1. General: Provide name for the project.
 - a. Entrance pavement thickness is unknown. Proof that existing thickness meets UDO requirements (6" PCC (or 2" Type C Asphaltic Concrete/4" Type X Asphaltic Concrete/4" rock base) or a 2" overlay is required.
2. The existing 46' entrance width exceeds the maximum allowable 42' width for low volume traffic in the proposed zone district. The entrance width shall be decreased to 42'.
3. Pavement: Along a county roadway, a 125' separation/offset is required between driveways and entrances.
4. The Connor Road site entrance closest to Old State Route 21 shall be closed by curbing or fencing.
5. A streetlight is required at the intersection with Old Route 21.
6. Rain barrels are required on downspouts.

1 **Conditions of Approval:**

- 2 1. A Site Development Plan shall be submitted to the Jefferson County Planning
3 Division in accordance with the Unified Development Order (UDO) of
4 Jefferson County.
- 5 2. A copy of the approved Development Plan incorporating any conditions and
6 approved modifications shall be attached to each set of Site Development
7 plans submitted.
- 8 3. All improvements required in the Development Plan and Site Development
9 Plan must be installed prior to occupancy of the buildings.
- 10 4. If more than one (1) acre of land is being disturbed, the proposed development
11 will require a Jefferson County Land Disturbance Permit.
- 12 5. All construction equipment and materials shall be stored within the fenced
13 area.
- 14 6. No solid waste may be stored on the property.
- 15 7. A revised development plan reflecting these conditions shall be submitted to
16 the Planning Division within 30 days of approval this Ordinance.

17 Section 2. The zoning map of Jefferson County, Missouri shall be amended
18 by changing the area where said real estate is located on the map with the marking
19 “PC20076.”

20 Section 3. This Ordinance shall be in full force and effect immediately upon
21 passage by the Jefferson County, Missouri, Council as of the date listed below.

1 Section 4. If any part of this Ordinance is invalid for any reason, such
2 invalidity shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THE ABOVE BILL ON THIS ____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS ____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND EXACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS ____ DAY OF _____, 2021.

THIS BILL WAS ____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS ____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

By _____
Deputy Clerk

First Reading: 02-22-2021

Second Reading: 03-08-2021

Third Reading: 03-08-2021

INTRODUCED BY: Council Member Groeteke

1 **AN ORDINANCE APPROVING APPLICATION RS20078, TO REZONE**
2 **PARCEL NUMBER 08-1.0-11.0-0-000-031 LOCATED AT 2642 SECKMAN RD.,**
3 **FROM SINGLE FAMILY RESIDENTIAL (R40) ZONE DISTRICT TO SINGLE**
4 **FAMILY RESIDENTIAL (R10) ZONE DISTRICT LOCATED IN COUNCIL**
5 **DISTRICT 4.**

6 **WHEREAS**, a hearing was held by the Planning and Zoning Commission of
7 Jefferson County, Missouri on January 28, 2021 on Application/Petition Number
8 RS20078 a request for a zone change from Single Family Residential (R40) to Single
9 Family Residential (R10) zone district on approximately .53 acres of the following
10 described real estate located in Jefferson County, State of Missouri, to-wit: Parcel
11 Number: 08-1.0-11.0-0-000-031; and

12 **WHEREAS**, the record of January 28, 2021 hearing and the recommendation of
13 the Planning and Zoning Commission have been filed with the Jefferson County,
14 Missouri, Council; and

15 **WHEREAS**, the Jefferson County, Missouri, Council has taken official notice of
16 the following items and exhibits filed with and presented to the Jefferson County,
17 Missouri, Council with respect to the Application:

18 a. Jefferson County Planning Division Staff Report to the Planning
19 and Zoning Commission recommending approval of the application and the case
20 file for this Application;

1 b. The record of the hearing before the Planning and Zoning
2 Commission including the following exhibits:

3 Exhibit A, The Official Master Plan for Jefferson County, Missouri,
4 adopted August 6, 2003 and effective April 2, 2008;

5 Exhibit B, The Code of Ordinances of Jefferson County, Chapter 400:
6 Unified Development Order (UDO) adopted April 2, 2008, as
7 amended;

8 Exhibit C, Staff Report and case file.

9 **WHEREAS,** it is found by the Jefferson County, Missouri, Council that:

10 a. All persons required to receive notice of the hearing were notified,
11 all notices were published, and signs posted in accordance with Missouri law and
12 the Unified Development Order.

13 b. The Jefferson County, Missouri, Council has jurisdiction over the
14 subject matter of this application.

15 c. The requested change in zoning is consistent with the intent stated
16 for the Single Family Residential (R10) zone district.

17 d. The proposed rezoning to the Single Family Residential (R10)
18 zone district is consistent with the Official Master Plan for Jefferson County,
19 Missouri.

20 e. The proposed rezoning to the Single Family Residential (R10)
21 zone district is not out of character with the neighborhood.

1 f. The proposed rezoning to the Single Family Residential (R10)
2 zone district is compatible with adjacent zoning and uses.

3 g. The proposed rezoning to the Single Family Residential (R10)
4 zone district would not negatively affect the character of the property and
5 neighboring property.

6 **NOW, THEREFORE, BE IT ENACTED BY THE JEFFERSON COUNTY,**
7 **MISSOURI, COUNCIL, AS FOLLOWS:**

8 Section 1. Application Number: RS20078, a request for a zone change from
9 Single Family Residential (R40) to Single Family Residential (R10) zone district on
10 approximately .53 acres of the following described real estate located in Jefferson
11 County, State of Missouri, to-wit: Parcel Number: 08-1.0-11.0-0-000-031, is hereby
12 approved.

13 Section 2. The zoning map of Jefferson County, Missouri shall be amended
14 by changing the area where said real estate is located on the map with the marking
15 “RS20078”.

16 Section 3. This Ordinance shall be in full force and effect immediately upon
17 passage by the Jefferson County, Missouri, Council as of the date listed below.

18 Section 4. If any part of this Ordinance is invalid for any reason, such
19 invalidity shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THE ABOVE BILL ON THIS ____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS ____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND EXACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS ____ DAY OF _____, 2021.

THIS BILL WAS ____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS ____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

By _____
Deputy Clerk

First Reading: 02-22-2021

Second Reading: 03-08-2021

Third Reading: 03-08-2021

BILL NO.: 21-0240

ORDINANCE NO.: 21-_____

INTRODUCED BY: Council Member Terry

1 **AN ORDINANCE APPROVING APPLICATION PC20076 TO REZONE A**
2 **PARCEL FROM NON-PLANNED COMMUNITY COMMERCIAL (CC2) ZONE**
3 **DISTRICT TO PLANNED COMMERCIAL (PC) ZONE DISTRICT AND THE**
4 **DEVELOPMENT PLAN FOR 5711 OLD STATE HWY 21 LOCATED IN**
5 **COUNCIL DISTRICT 7.**

6 **WHEREAS**, a hearing was held by the Planning and Zoning Commission of
7 Jefferson County, Missouri on January 28, 2021, on Application/Petition Number
8 PC20076 to rezone a parcel from Non-Planned Community Commercial (CC2) zone
9 district to Planned Commercial (PC) zone district and the development plan for 5711 Old
10 State Hwy 21 on the following described real estate located in Jefferson County, State of
11 Missouri, to-wit: Parcel Number: 08-4.0-18.0-4-002-009.02; and

12 **WHEREAS**, the record of the January 28, 2021 hearing and the recommendation
13 of the Planning and Zoning Commission have been filed with the Jefferson County,
14 Missouri, Council; and

15 **WHEREAS**, the Jefferson County, Missouri, Council has taken official notice of
16 the following items and exhibits filed with and presented to the Jefferson County,
17 Missouri, Council with respect to the Application:

1 a. Jefferson County Planning Division Staff Report to the Planning
2 and Zoning Commission recommending approval of the application and the case
3 file for this Application;

4 b. The record of the hearing before the Planning and Zoning
5 Commission including the following exhibits:

6 Exhibit A, The Official Master Plan for Jefferson County, Missouri,
7 adopted August 6, 2003 and effective April 2, 2008;

8 Exhibit B, The Code of Ordinances of Jefferson County, Chapter 400:
9 Unified Development Order (UDO) adopted April 2, 2008, as
10 amended; and

11 Exhibit C, Staff Report and case file.

12 **WHEREAS,** it is found by the Jefferson County, Missouri, Council that:

13 a. All persons required to receive notice of the hearing were notified,
14 all notices were published, and signs posted in accordance with Missouri law and
15 the Unified Development Order.

16 b. The Jefferson County, Missouri, Council has jurisdiction over the
17 subject matter of this application.

18 c. The proposed rezoning to the Planned Commercial (PC) zone
19 district is consistent with the Official Master Plan for Jefferson County, Missouri.

20 d. The proposed rezoning to the Planned Commercial (PC) zone
21 district is not out of character with the neighborhood.

1 e. The proposed rezoning to the Planned Commercial (PC) zone
2 district is compatible with adjacent zoning and uses.

3 f. The proposed rezoning to the Planned Commercial (PC) zone
4 district would not negatively affect the character of the property and neighboring
5 property.

6 g. The requested development plan, as conditioned and modified by
7 this Ordinance, is consistent with the UDO in that the development plan is
8 designed, located and proposed to be operated so that the public health, safety and
9 welfare will be protected.

10 h. The requested development plan, as conditioned and modified by
11 this Ordinance, is consistent with the UDO in that the development plan will not
12 impede the normal and orderly development and improvement of the surrounding
13 property.

14 i. The requested development plan, as conditioned and modified by
15 this Ordinance, is consistent with the UDO in that the development plan
16 incorporates adequate ingress and egress and an internal drive network that
17 provides for the efficient flow of traffic.

18 j. The modifications to Section 400.1670 to allow the current buildings to
19 remain in their existing locations; and Section 400.4660 Relief from the required
20 street frontage landscaping requirements, are in the best interest of the County in
21 that the modifications incorporate sound planning principles and design elements

1 that are compatible with surrounding properties and are consistent throughout the
2 proposed project.

3 k. The modifications to Section 400.1670 to allow the current buildings to
4 remain in their existing locations; and Section 400.4660 Relief from the required
5 street frontage landscaping requirements, are in the best interest of the County in
6 that the modifications further the stated goals and intent of the UDO.

7 l. The requested modification to Section 400.4040 – Parking Plan – to
8 allow the existing development to remain as it currently exists without any
9 parking spaces is not in the best interest of the County in that the modification
10 does not further the stated goals and intent of the UDO.

11 **NOW, THEREFORE, BE IT ENACTED BY THE JEFFERSON COUNTY,**
12 **MISSOURI, COUNCIL, AS FOLLOWS:**

13 Section 1. Application Number: PC20076 to rezone a parcel from Non-
14 Planned Community Commercial (CC2) zone district to Planned Commercial (PC) zone
15 district and the development plan approval for 5711 Old State Hwy 21, on the real estate
16 described as Parcel Number: 08-4.0-18.0-4-002-009.02, is hereby approved for Phase
17 One only subject to the following regulatory requirements, departmental comments,
18 modifications, and conditions of approval:

19 **Modifications**

20 1. The modification to Article V Section 400.1670 – Minimum Building Setbacks – to
21 allow the existing buildings to remain in their existing location is approved.

- 1 2. The modification to Article XIV, Section 400.4650 – Landscaping – Minimum
2 Requirements – is approved to allow relief from street frontage landscaping with the
3 condition that a sight-proof fence shall be installed along Connors Road, in addition to a
4 sight-proof privacy gate where the current gate exists in the front of the property. The trash
5 dumpster shall also be moved to the rear of the property.
- 6 3. The modification to Article XII, Section 400.4040 – Parking Plan – is denied.

7 **Regulatory Requirements**

8 Permitted Uses

9 Construction Contractor (w/ machinery, equipment and storage)

10 Office/warehouse

11 Floor Area, Height, and other Building Requirements

12 Maximum Area Ratio: 0.55 FAR

13 Maximum Structure Height: 70 feet

14 Site Development

15 Required Setbacks (except as specifically modified by this Ordinance:

16 Front Yard: 20 feet

17 Side Yard: 15 feet

18 Rear Yard: 20 feet

19 Design Standards

20 The development shall comply with the Suburban Design

21 Standards in accordance with Article VII of the Jefferson County

22 Unified Development Order.

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Access

Access shall be provided in accordance with the Jefferson County Unified Development Order.

Parking

Parking and loading shall be provided per the regulation of Article XII of the Jefferson County Unified Development Order.

Signs

Signs shall comply with Article XIII of the UDO. All regulatory signs, including stop signs, speed limit, etc., shall be provided by the developer.

Lighting

Lighting that by color, placement or design resembles or conflicts with traffic control signs is prohibited. No lighting shall contain flashing lights, intermittent lights, animators, or mechanical movements of any kind.

Landscaping

Landscaping, buffers, and tree protection shall comply with Article XIV of the Jefferson County Unified Development Order, except as specifically modified by this Ordinance.

Stormwater and Erosion and Sediment Control

Stormwater management and Erosion and sediment control shall comply with Chapter 505: Erosion and Sediment Control /

Stormwater Management Design Manual of the Jefferson County
Code of Ordinances.

Geotechnical

A geotechnical study prepared by an Engineer licensed in the State of Missouri shall be required where there is more than 5 feet of cut or 5 feet of fill or slopes greater than 3:1. Where grades are proposed at slopes than 3:1 slope stability must be addressed in the study.

Departmental Comments:

1. General: Provide name for the project.
 - a. Entrance pavement thickness is unknown. Proof that existing thickness meets UDO requirements (6" PCC (or 2" Type C Asphaltic Concrete/4" Type X Asphaltic Concrete/4" rock base) or a 2" overlay is required.
2. The existing 46' entrance width exceeds the maximum allowable 42' width for low volume traffic in the proposed zone district. The entrance width shall be decreased to 42'.
3. Pavement: Along a county roadway, a 125' separation/offset is required between driveways and entrances.
4. The Connor Road site entrance closest to Old State Route 21 shall be closed by curbing or fencing.
5. A streetlight is required at the intersection with Old Route 21.
6. Rain barrels are required on downspouts.

1 **Conditions of Approval:**

- 2 1. A Site Development Plan shall be submitted to the Jefferson County Planning
3 Division in accordance with the Unified Development Order (UDO) of
4 Jefferson County.
- 5 2. A copy of the approved Development Plan incorporating any conditions and
6 approved modifications shall be attached to each set of Site Development
7 plans submitted.
- 8 3. All improvements required in the Development Plan and Site Development
9 Plan must be installed prior to occupancy of the buildings.
- 10 4. If more than one (1) acre of land is being disturbed, the proposed development
11 will require a Jefferson County Land Disturbance Permit.
- 12 5. All construction equipment and materials shall be stored within the fenced
13 area.
- 14 6. No solid waste may be stored on the property.
- 15 7. A revised development plan reflecting these conditions shall be submitted to
16 the Planning Division within 30 days of approval this Ordinance.

17 Section 2. The zoning map of Jefferson County, Missouri shall be amended
18 by changing the area where said real estate is located on the map with the marking
19 “PC20076.”

20 Section 3. This Ordinance shall be in full force and effect immediately upon
21 passage by the Jefferson County, Missouri, Council as of the date listed below.

1 Section 4. If any part of this Ordinance is invalid for any reason, such
2 invalidity shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THE ABOVE BILL ON THIS ____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS ____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND EXACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS ____ DAY OF _____, 2021.

THIS BILL WAS ____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS ____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

By _____
Deputy Clerk

First Reading: 02-22-2021

Second Reading: 03-08-2021

Third Reading: 03-08-2021

INTRODUCED BY: Council Member Groeteke

1 **AN ORDINANCE APPROVING APPLICATION RS20078, TO REZONE**
2 **PARCEL NUMBER 08-1.0-11.0-0-000-031 LOCATED AT 2642 SECKMAN RD.,**
3 **FROM SINGLE FAMILY RESIDENTIAL (R40) ZONE DISTRICT TO SINGLE**
4 **FAMILY RESIDENTIAL (R10) ZONE DISTRICT LOCATED IN COUNCIL**
5 **DISTRICT 4.**

6 **WHEREAS**, a hearing was held by the Planning and Zoning Commission of
7 Jefferson County, Missouri on January 28, 2021 on Application/Petition Number
8 RS20078 a request for a zone change from Single Family Residential (R40) to Single
9 Family Residential (R10) zone district on approximately .53 acres of the following
10 described real estate located in Jefferson County, State of Missouri, to-wit: Parcel
11 Number: 08-1.0-11.0-0-000-031; and

12 **WHEREAS**, the record of January 28, 2021 hearing and the recommendation of
13 the Planning and Zoning Commission have been filed with the Jefferson County,
14 Missouri, Council; and

15 **WHEREAS**, the Jefferson County, Missouri, Council has taken official notice of
16 the following items and exhibits filed with and presented to the Jefferson County,
17 Missouri, Council with respect to the Application:

18 a. Jefferson County Planning Division Staff Report to the Planning
19 and Zoning Commission recommending approval of the application and the case
20 file for this Application;

1 b. The record of the hearing before the Planning and Zoning
2 Commission including the following exhibits:

3 Exhibit A, The Official Master Plan for Jefferson County, Missouri,
4 adopted August 6, 2003 and effective April 2, 2008;

5 Exhibit B, The Code of Ordinances of Jefferson County, Chapter 400:
6 Unified Development Order (UDO) adopted April 2, 2008, as
7 amended;

8 Exhibit C, Staff Report and case file.

9 **WHEREAS,** it is found by the Jefferson County, Missouri, Council that:

10 a. All persons required to receive notice of the hearing were notified,
11 all notices were published, and signs posted in accordance with Missouri law and
12 the Unified Development Order.

13 b. The Jefferson County, Missouri, Council has jurisdiction over the
14 subject matter of this application.

15 c. The requested change in zoning is consistent with the intent stated
16 for the Single Family Residential (R10) zone district.

17 d. The proposed rezoning to the Single Family Residential (R10)
18 zone district is consistent with the Official Master Plan for Jefferson County,
19 Missouri.

20 e. The proposed rezoning to the Single Family Residential (R10)
21 zone district is not out of character with the neighborhood.

1 f. The proposed rezoning to the Single Family Residential (R10)
2 zone district is compatible with adjacent zoning and uses.

3 g. The proposed rezoning to the Single Family Residential (R10)
4 zone district would not negatively affect the character of the property and
5 neighboring property.

6 **NOW, THEREFORE, BE IT ENACTED BY THE JEFFERSON COUNTY,**
7 **MISSOURI, COUNCIL, AS FOLLOWS:**

8 Section 1. Application Number: RS20078, a request for a zone change from
9 Single Family Residential (R40) to Single Family Residential (R10) zone district on
10 approximately .53 acres of the following described real estate located in Jefferson
11 County, State of Missouri, to-wit: Parcel Number: 08-1.0-11.0-0-000-031, is hereby
12 approved.

13 Section 2. The zoning map of Jefferson County, Missouri shall be amended
14 by changing the area where said real estate is located on the map with the marking
15 “RS20078”.

16 Section 3. This Ordinance shall be in full force and effect immediately upon
17 passage by the Jefferson County, Missouri, Council as of the date listed below.

18 Section 4. If any part of this Ordinance is invalid for any reason, such
19 invalidity shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	_____
Council Member District 2, Renee Reuter	_____
Council Member District 3, Phil Hendrickson	_____
Council Member District 4, Charles Groeteke	_____
Council Member District 5, Tracey Perry	_____
Council Member District 6, Daniel Stallman	_____
Council Member District 7, James Terry	_____

THE ABOVE BILL ON THIS ____ DAY OF _____, 2021:

_____ **PASSED** _____ **FAILED**

Phil Hendrickson, County Council Chair

Pat Schlette, Council Executive Assistant

THIS BILL WAS ____ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND EXACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS ____ DAY OF _____, 2021.

THIS BILL WAS ____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS ____ DAY OF _____, 2021.

Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

Ken Waller, County Clerk

By _____
Deputy Clerk

First Reading: 02-22-2021

Second Reading: 03-08-2021

Third Reading: 03-08-2021