

AGENDA

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Minutes**
 - [a.](#) Minutes of the January 9, 2023 Regular Board Meeting
- 5. Citizen Comments**
- 6. Presentations**
- 7. Old Business**
- 8. Legislation**
 - [a.](#) 4156 - FOP Collective Bargaining
 - [b.](#) 4157 - Marijuana Offenses
 - [c.](#) 4158 - Marijuana Smoking Restrictions
- 9. Consent Items**
 - [a.](#) Parks & Recreation - Zero Turn Mower
 - [b.](#) Public Works - Truck with Leaf Vacuum
- 10. Mayor's Report**
- 11. City Administrator's Report**
- 12. City Attorney's Report**
- 13. Staff Reports**
 - [a.](#) Parks & Recreation - Greens Roller
- 14. Aldermanic Comments**
- 15. Closed Session**
- 16. Adjourn**

NOTE: Due to ongoing City business, all meeting agendas should be considered tentative. Additional issues may be introduced during the course of the meeting.

CLOSED SESSION: Pursuant to Section 610.022 RSMo., The Board of Aldermen could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss legal matters, personnel/employee matters, and/or real estate, as provided under Sections 610.021(1) RSMo., 610.021(2) RSMo., 610.021(3) RSMo.

ADA NOTICE: Residents of Ballwin are afforded an equal opportunity to participate in the programs and services of the City of Ballwin regardless of race, color, religion, sex, age, disability, familial status, national origin or political affiliation. If one requires an accommodation, please call (636) 227-8580 V or (636) 527-9200 TDD or 1-800-735-2466 (Relay Missouri) no later than 5:00 p.m. on the third business day preceding the hearing. Offices are open between 8:00 a.m. and 5:00 p.m. Monday through Friday.



Meeting Minutes

JANUARY 9, 2023

7:00 PM

1 GOVERNMENT CTR. BALLWIN, MO 63011

THE MINUTES ARE PREPARED IN SUMMARY TO REFLECT THE OVERALL DISCUSSIONS, NOT VERBATIM QUOTES.

The meeting was called to order by Mayor Pogue at 7:00 p.m.

ROLL CALL

Present

Absent

- Mayor Tim Pogue
- Alderman Mike Utt
- Alderman Michael Finley
- Alderman Kevin M. Roach
- Alderman Mark Stallmann
- Alderman Frank Fleming
- Alderman Jim Leahy
- Alderman Ross Bullington
- Alderman David Siegel
- City Administrator Eric Sterman
- City Attorney Robert Jones

The Pledge of Allegiance was recited.

MINUTES

The minutes from the November 28, 2022 Board of Aldermen Meeting were submitted for approval. Alderman Utt stated that the questions he had had been answered. Alderman Frank Fleming made a motion to approve as submitted, seconded by Alderman Michael Finley. The minutes from the November 28, 2022 Board of Aldermen Meeting were approved unanimously.

The minutes from the December 12, 2022 Board of Aldermen Meeting were submitted for approval. Alderman Frank Fleming made a motion to approve as submitted, seconded by Alderman Michael Finley. The minutes from the December 12, 2022 Board of Aldermen Meeting were approved unanimously.



CITIZEN COMMENTS

Mr. Matthew Conlon addressed the Board, asking about the withdrawal of Brennan Redinger from the ballot for the April 5, 2022 election, and the subsequent filing of a court order in his name. Did the Board question this and is it a conflict of interest for the City Attorney to have done so? Mayor Pogue responded that Mr. Redinger knew that a court order would be required to remove his name from the ballot, due to the withdrawal occurring after the filing had closed. Mayor Pogue noted that this was an undisputed case, since Mr. Redinger had signed the withdrawal paperwork. He pointed out that several officials reviewed the matter, including the judge in the case, the St. Louis County Prosecutor, the State of Missouri, and the St. Louis County Board of Elections, and none felt further action was necessary.

PRESENTATION

City Administrator Sterman introduced Dave Christensen of Cochran Engineering. Mr. Christensen spoke about STP funding, which is for roadway work. The funds come from gasoline tax and are then distributed across the state in the form of grants for such projects. Mr. Christensen said that the City did not receive the grant for Claymont Drive last year due to requesting funds for the entire project, so this year the project was split into two phases, and the City is applying for separate grants for each phase, one this year and one in 2024. This will potentially increase the likelihood that the City will be awarded the grant. If the City is awarded the grant, the earliest construction funds will be available is 2026. The grant for Phase 2 will be applied for in 2024, with construction scheduled by 2027; however, Phase 2 construction will be accelerated and the whole project may be completed in 2026. Mr. Christensen said when road improvements are made, the ramps have to be included and made ADA compliant. The sidewalks between the ramps are not included in this project, because if they were, they would be required to be ADA compliant as well, which is cost-prohibitive.

Mr. Christensen showed an analysis of costs for the new streetlights, and noted that with savings from city-owned LED lights, the lights will pay for themselves within 6 years, and the City will see significant savings each year beyond that.

Mayor Pogue stated that he will move the Resolution for New Ballwin Road up on the agenda, as well as the Staff Report for Claymont Dr, so that Mr. Christensen is available to answer any questions.

Alderman Roach asked if the materials will be the same as when the project was bid last year. Public Works Director Jim Link said that it is the same. Alderman Roach asked if replacing the driveway aprons in-house will cost less than including them in the project. Public Works Director Link said doing them in-house will cost less.



Meeting Minutes

JANUARY 9, 2023

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1 GOVERNMENT CTR. BALLWIN, MO 63011

Alderman Fleming made a motion to approve the Resolution accepting a bid for New Ballwin Road improvements from Jokerst Paving. Alderman Stallman seconded the motion, which was approved unanimously.

Alderman Roach made a motion to approve staff’s recommendation to move forward with applying for a grant for the Claymont Drive project, Phase 1, and to award professional engineering services for the project to Cochran Engineering. Alderman Fleming seconded the motion, which was approved unanimously.

OLD BUSINESS

BILL 4152 - AN ORDINANCE LEVYING AN ADDITIONAL SALES TAX ON SALES OF ADULT USE MARIJUANA AND CALLING AN ELECTION FOR VOTER APPROVAL OF SUCH TAX.

A motion was made by Alderman Frank Fleming and seconded by Alderman Mark Stallmann for a first reading of Bill 4152, title only. The motion passed unanimously. Bill 4152 was read for the first time. Mayor Pogue noted that the bill was read for the first time at the December 12, 2022 meeting.

Discussion:

Alderman Stallmann stated his preference to designate the funds from this tax for public safety. City Attorney Jones said that is up to the Board’s discretion, and cautioned that once designated, it cannot be changed.

Alderman Roach requested that if the ballot wording is changed to designate a fund, can it also be modified to better define “adult use”? City Attorney Jones said that if the verbiage is going to be changed to include a designated fund, it can include the word “recreational” as well. Mayor Pogue asked if it would be better to add the word “recreational” in parentheses after the words “adult use.” City Attorney Jones said that would work.

A motion was made by Alderman Mark Stallmann and seconded by Alderman Mike Utt to amend Bill 4152 to include the word “recreational” parenthetically after “marijuana” and state that the funds will be used for public safety needs of Ballwin. The motion passed unanimously.

A motion was made by Alderman Frank Fleming and seconded by Alderman Mark Stallmann for a second reading of Bill 4152, as amended, title only. Aldermen Utt, Finley, Roach, Stallmann, Fleming, Leahy and Bullington voted aye, Alderman Siegel voted nay. The motion carried and Bill 4152 was read for a second time as amended.

A roll call vote was taken for passage and approval of Bill 4152, with the following result:

Aye: Utt, Finley, Stallmann, Fleming, Leahy, Bullington.

Nay: Roach, Siegel

Bill No. 4152 was approved and became Ordinance No. 23-01.



CONSENT ITEMS

Administration – Siline’s Liquor License

Staff recommends that the Board approve Siline’s liquor license.

Finance – Semi-Annual Revenue/Expenditure Statement

Staff recommends that the Board approve the semi-annual statement of revenues and expenditures.

Finance – Check Signatories

Staff recommends that the Board approve the authorized signers for all City accounts as presented.

Public Works – Snowplow Purchase

Staff recommends we purchase a snowplow from Woody’s Municipal Supply/Buyers Snow Equipment using Sourcewell for a total cost of \$16,998.00.

Discussion:

None.

Alderman Mark Stallmann made a motion to approve all consent items. Alderman Roach seconded the motion, which was approved unanimously.

MAYOR’S REPORT

Nothing to report.

CITY ADMINISTRATOR’S REPORT

City Administrator Eric Sterman said there was a change order for the new Police Building. The security gate will be changed to a lifting gate rather than a sliding one due to the topography of the site. There were some minor changes due to utilities. All of these changes were covered by contingency funds and will not raise the price of the project, which is still on budget and on schedule to be completed in April 2023.

Mr. Sterman reported that the City has received the first payment from the national opioid settlement that the Board opted to participate in. At this point, the funds have not been allocated, but must be used for efforts in addressing the opioid problem.



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CITY ATTORNEY’S REPORT

City Attorney Jones reported back regarding the difference between a comprehensive marijuana license and one for a microbusiness.

City Attorney Jones also referred to a draft of the ordinance for recreational marijuana that will be considered at the Planning & Zoning Commission meeting in March, and asked the Board to contact him or City Administrator Sterman with any questions or comments.

Alderman Mark Stallmann made a motion to direct City Attorney Jones to prepare legislation regarding recreational marijuana. Alderman Roach seconded the motion, which was approved unanimously.

ALDERMANIC COMMENTS

Alderman Stallmann commended the Pointe lifeguard staff for rescuing a child in distress in the lap lanes of the pool. He also noted that today is National Law Enforcement Appreciation Day and asked Chief Schaeffler to convey his thanks to the officers and dispatchers for their service to the City.

Alderman Finley asked City Administrator Sterman about insurance that covers natural disasters. City Administrator Sterman said that Ballwin has agreements with cities across the county to help in such cases.

Alderman Finley stated that the Public Health & Safety meeting will be held at 6:00 pm on January 23, 2023.

_____ TIM POGUE, MAYOR

ATTEST:

_____ LINDA LECHNER, INTERIM CITY CLERK



Section 8, Item a.

Bill No. 4150

Ordinance No. 23-__

INTRODUCED BY
ALDERMEN UTT, FINLEY, STALLMANN, ROACH, FLEMING, LEAHY, SIEGEL, BULLINGTON

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN, MISSOURI TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT WITH THE EASTERN MISSOURI COALITION OF POLICE, FRATERNAL ORDER OF POLICE, LODGE 15 ON BEHALF OF SERGEANTS AND LIEUTENANTS FOR THE FOUR YEAR PERIOD FROM 2023 THROUGH 2027.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Mayor of the City of Ballwin, Missouri is hereby authorized to execute for and on behalf of the City of Ballwin, a Collective Bargaining Agreement with the Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15 on behalf of Sergeants and Lieutenants for the four-year period from 2023 through 2027 which is attached hereto as Exhibit A.

Section 2. This ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this ___ day of ___, 2023. TIM POGUE, MAYOR

APPROVED this ___ day of ___, 2023. TIM POGUE, MAYOR

ATTEST: ERIC STERMAN, CITY ADMINISTRATOR

**City of Ballwin, Missouri
Police Department**

&

**Eastern Missouri Coalition of Police,
Fraternal Order of Police, Lodge 15**

Sergeants and Lieutenants

Collective Bargaining Agreement 2023 – 2027

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Article 1 – Recognition and Lodge Security

Section 1. Recognition

To the extent authorized by law, through this Collective Bargaining Agreement (hereinafter the “Agreement”) the City of Ballwin (hereinafter the “City”) and the Police Department of the City of Ballwin, MO (hereinafter the “Department”) recognize and acknowledge the Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15 (hereinafter the “Lodge”) as the exclusive representative for all full-time Sergeants and Lieutenants employed by the Department (hereinafter “Bargaining Unit Members” or “Members”), for the purpose of collective bargaining under Article 1, Section 29 of the Missouri Constitution.

The City and the Department shall not contract with or make any agreement with any individual or group of the Bargaining Unit Members in matters of pay, hours of work, or other terms and conditions of employment unless such has been agreed to in writing in advance by the Lodge.

Section 2. Union Security

The City will not discharge or discriminate against members of the Lodge because of membership in the Lodge or because of lawful Lodge activities.

The City and the Lodge agree not to discriminate against Members because of race, religion, color, national origin, sex, disability, age, or sexual orientation.

Section 3. Officer Election

The Lodge shall have the right to elect officers and designate executive board members, Lodge representatives (stewards), and alternates in accordance with its Constitution and By-Laws.

Article 2 - Lodge Status and Rights

Section 1. Right of Organization

Bargaining Unit Members shall have the right to join, or decline to join, and participate in the Lodge.

Section 2. Right of Representation

Bargaining Unit Members shall have the right to be collectively represented by the Lodge with the City in the determination of their terms and conditions of employment, and in the administration of grievances filed under this Agreement.

Section 3. Newly Hired Employees

Newly hired bargaining unit Members shall be considered in a Qualifying Period until completion of their initial twelve (12) months of continuous service from the date the individual is sworn in as a City police officer, during which period of time they may be terminated for any or no reason without recourse to the grievance or discipline appeal processes set forth in this Agreement. An individual's Qualifying Period may only be extended in the following circumstances: (1) up to an additional ninety (90) days upon mutual agreement of the City and the Lodge; (2) for the amount of time on approved leave of absence in excess of thirty (30) days during the individual's initial Qualifying Period; or (3) for the amount of time the individual had significant work restrictions in effect during the individual's initial Qualifying Period at the discretion of the Chief of Police. The term "probationary employee," when used in this Agreement, the City's Personnel Manual or Departmental General Orders, shall refer to a Member in his or her Qualifying Period.

Section 4. City Meetings

Members will not be required to clock out or use accrued paid time off when attending meetings at the request of the City during their scheduled on duty time.

Section 5. Notification of Rules

The Lodge shall be provided a copy of any proposed rule, directive, guideline, policy or procedure which affects the terms and conditions of employment of the Bargaining Unit Members thirty (30) calendar days before it is implemented absent extenuating circumstances. The Lodge shall have the opportunity to meet and confer with the City over such rule, directive, guideline, policy or procedure prior to its implementation.

Section 6. Bulletin Board

The City agrees to furnish space suitable for a bulletin board for use by the Lodge and Bargaining Unit Members only, but the City may remove anything it deems as inappropriate at any time.

Section 7. Use of Intra-Departmental Mail and E-Mail System

The Lodge shall be permitted to utilize the intra-departmental mail system and e-mail system for the purpose of providing information to Members pertaining to Lodge business or bargaining unit representation. The Lodge agrees that the use of these systems will be performed off duty and will be reasonable and limited to providing information that is necessary for the normal conduct of Lodge business or bargaining unit representation. The Lodge also agrees and understands that with

respect to the City's e-mail system, there shall be no reasonable expectation of privacy and that all e-mail is subject to monitoring by the City. The Lodge also understands that e-mail may be a public record subject to disclosure in the same manner as other records of the City, pursuant to applicable law. Any such use of these systems shall at all times comply with established policies of the City.

Article 3 - Management Rights

A. The parties agree that the efficiency of the City's operations requires clear management authority and freedom to make decisions. Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights, powers, privileges, functions and authority of municipal governance in order to conduct and carry out its operations and to direct its working forces. The rights of City Management (whether that be exercised by Departmental Command Staff, City Management and/or the City Council) includes, but is not limited to, the following:

- The right to plan, direct and control the City's operations and services;
- The right to select and hire, promote, transfer, assign, and retain employees in position classifications and to suspend, demote, discharge, or take disciplinary action against employees;
- The right to determine the methods, means, organization, ranks, and number of personnel by which such operations are to be conducted;
- The right to establish, organize and reorganize the City in any manner it chooses, including the size and staffing of the City's departments, the determination of job duties, responsibilities, classifications and qualifications, and ranks based on duties assigned;
- The right to set work schedules and starting times or to change schedules and starting times already set, including the number and duration of hours of assigned duty per day, per week and per year, and the right to schedule, assign or reassign all City personnel to duties, assignments and shifts within the City.
- The right to require and to assign overtime;
- The right to manage and control the City's property and equipment;

- The right to determine the amount of management and supervision necessary;
- The right to establish, change, or eliminate existing methods, procedures, equipment, operations, services, protocols or facilities;
- The right to relieve employees from their duties because of lack of work, for budgetary reasons or for any other reason at the discretion of the City;
- The right to change methods or procedures and to maintain the efficiency of operations;
- The right to establish and maintain job performance requirements and standards of service;
- The right to decide the method of pay, pay periods, overtime pay cycles and the manner in which the City will comply with the Fair Labor Standards Act;
- The right to develop policy regarding employee selection and training programs and to determine education and training standards or requirements;
- The right to study, determine, and regulate the methods, quantity and quality of work;
- The right to establish, modify and discontinue incentive and merit pay plans and bonuses, subject to the provisions of Article 2, Section 5;
- The right to formulate, change, modify and enforce rules, regulations, policies and procedures governing employee conduct and work;
- The right to determine the number, design, location and boundaries of facilities and precincts throughout the City;
- The right to determine the type, model, design and specifications of all vehicles, equipment and supplies used in the City's operations;

- The determination of safety, health, and property protection measures;
- The right to contract, subcontract and/or to close any department, operation or portion thereof; and
- The right to take whatever other actions may be necessary to carry out the mission of the City.

It is understood and agreed that management maintains and retains all of its inherent management rights, that they are vested solely and exclusively in the City unless specifically given away by this City, and further that the foregoing enumeration of management's rights shall not be deemed to exclude any other management right not specifically set forth herein. Any of the rights, powers, functions, or authority which the City had prior to the recognition of the Lodge or the execution of this Agreement are retained by the City except as to those rights, powers, functions or authority that are specifically and expressly abridged or modified by this Agreement.

B. The Lodge will attempt to resolve any issue involving the Department by discussion with the Chief before making any public statement or involving any personnel outside the Department. It is the intent of both parties that recognition of the Lodge will facilitate the resolution of issues that may arise within the Department in a prompt and amicable manner. The Lodge agrees that in the event of any dispute or difference it may have with the Department or any member of management during the term of this Agreement, the Lodge shall attempt to resolve the matter through the grievance procedure set forth herein.

Article 4 – Clothing and Equipment

Section 1. Personal Uniforms, Equipment, and Duty Gear

The City shall furnish uniforms and equipment required of employees or necessary for the safe and efficient performance of job duties, as detailed in the Department General Orders 16-03B, effective December 8, 2015. Any changes to the Departmental General Orders relating to uniforms, equipment and/or duty gear will be handled as provided in Article 2, Section 5. Members will also be supplied with a uniformed external vest carrier.

Section 2. Clothing Allowance

Bargaining Unit Members assigned to uniform patrol and/or to DCI shall be provided a clothing allowance, in the amount of Five Hundred Twenty Five dollars (\$525.00) annually, to use to obtain approved uniform items and equipment.

Section 3. Replacements

The City shall pay for the replacement of personal uniform items in need of immediate replacement that are damaged as a direct result of a duty-related event, such as subduing or apprehending a suspect or similar occurrence arising out of the normal performance of the Member’s duties. Items needing replacement due to normal wear and tear are subject to the clothing allowance set forth in Section 2. The City shall pay for the replacement of Department issued equipment, gear, and ballistics items if the item is still deemed necessary, when no longer serviceable except due to negligence or abuse as per the current practice.

The City shall pay for the replacement or repair of prescription eyeglasses or prescription sunglasses that are damaged as a direct result of a duty-related event, such as subduing or apprehending a suspect or similar occurrence arising out of the normal performance of the Member’s duties. Normal wear and tear are excepted. The City shall pay no more than two hundred dollars (\$200.00) per incident provided the loss is reported as soon as reasonably possible. Each Member shall be limited to a total reimbursement of two hundred dollars (\$200) in any calendar year.

Article 5 - Hours of Work

For the purposes of this Agreement, a workday shall be the twenty-four hour period beginning at 12:00 Midnight. The normal workday schedule may consist of eight (8), ten (10) or twelve (12) hour shifts. The regular workweek shall begin at 6:00 am on Monday ending the following Monday at 5:59 am. The following is the normal scheduled workday for the Bargaining Unit not detached to another agency:

- Lieutenants, Support Sergeant, Detective Sergeant and Detective Bureau: 8-hour shifts Monday through Friday with a one half hour lunch period included. Shift start times will be designated by the Commander of Operational Support.
- School Resource Officer and COPS unit: 8-hour shifts as scheduled by the Chief of Police; during periods of school vacations, School Resource Officers will be assigned as needed by the Commander of Uniform Patrol.

All other Sergeants not listed in the first bullet point of this Article and Patrol Officers: 12-hour shifts from 600 to 1800 hours and 1800 to 600 hours which are scheduled according to the Pittman schedule with a forty-five (45) minute lunch

period included. Any officers detached to another agency will follow their respective schedules.

If at any time it is determined that civil or public health emergency conditions exist, including but not limited to civil disorders, strikes, tornado conditions, floods, infectious disease outbreaks, or other similar catastrophes, the provisions of this Article may be suspended by the City during the time of the declared emergency, provided that wage and monetary fringe benefits shall not be suspended. The City shall make reasonable efforts to return to normal hours of work as soon as possible after the civil emergency or public health emergency is declared to be over.

Article 6 - Work Assignments

Section 1. Shift Rotation

Patrol Sergeants assigned to uniform patrol shall switch from day shifts to night shifts and vice-versa every twenty-eight (28) days.

Section 2. Transfers

Transfers may be made for a variety of reasons, including but not limited to: manpower shortages, light duty, crew diversity, job performance, and expertise. The Chief of Police maintains the authority to assign, reassign, or transfer any member to such duties or organizational components as he believes best serves the interests of the Member, the Department and the Community. Members may request a transfer, shift trade, or assignment in writing and submitted through the Member's chain of command. All transfers and transfer requests are at the sole discretion of the Chief of Police or his designee.

The Member shall be notified in writing that the Member is being transferred at least fourteen (14) days prior to such transfer being made, unless the transfer is being done on an emergency basis. Any transfer initiated by the Chief/Department shall not result in a loss of pay or benefits by the affected Member. Transferred Members will have the option of protecting any vacation time scheduled prior to notification of the transfer. Members with contractual commitments for child care that cannot be rescheduled, existing court orders relating to child care or custody requirements, or who have vacation scheduled prior to notice of the transfer will be provided an opportunity to discuss any potential disruption to such arrangements prior to being transferred. If a vacancy is filled other than on the basis of seniority ("top down, bottom up"), the Chief will provide the reasons for deviating from this protocol in writing.

Section 3. Specialized Units

Selection, retention and transfer of Members assigned to specialized units shall be governed by General Order 05-03A as in effect on the commencement of this Agreement, except as modified by this Section. Absent unusual or extenuating circumstances, specialized units shall only have a one (1) year extension, except that a Member assigned to the DCI can move on a one-time basis from one DCI tenured position to another DCI tenured position to maintain training and experience in the unit as determined by the Chief of Police or his designee. A Member cannot be moved/transferred from one specialized unit to another specialized unit unless he or she works a minimum of one (1) year assigned to the patrol division. Specialized units covered under this provision include the detective bureau (DCI), COPS unit, school resource officer, or any other specialized positions created during the term of this Agreement. One year of continuous detective bureau experience is required to apply for an open ten (10) year general assignment position.

Section 4. Modified Duty Assignments

Temporary limited duty assignments are available at the sole discretion of the Chief of Police. When granted, temporary limited duty assignments will be governed by the provisions of General Order 15-08 as in effect on the commencement of this Agreement, except as modified by this Section.

Limited duty assignments may be made available to a Member who is suffering from a medically certified illness, injury or disability requiring treatment of a licensed health care provider, or who is pregnant, and who, because of this, is temporarily unable to perform his or her regular duty assignment, but who is capable of performing alternate assignments.

The City shall comply with applicable provisions of the Family and Medical Leave Act, the Americans with Disabilities Act, the Missouri Human Rights Act and the Pregnancy Discrimination in Employment Act as it relates to limited or modified duty assignments.

All requests for temporary duty, modified duty and/or light duty shall be accompanied by a statement completed by the member's attending physician including an assessment of the general nature and expected duration of the medical condition, prognosis for recovery, and the specific nature and expected duration of work restrictions. The City shall approve or deny requests for light duty within seven (7) calendar days of submission of completed documentation unless

additional documentation is deemed necessary. The City can extend this period for an additional seven (7) calendar days upon notice to the Member within the initial seven (7) calendar day period.

Upon approval of limited duty status by the Chief of Police, the Member's supervisor shall coordinate the Member's placement into a limited duty position. Members may initially be approved, by the Chief of Police, for up to thirty (30) days of limited duty, with extensions at thirty (30) day intervals. The extension must be approved by the City Administrator.

A Member must provide a written statement from his or her treating physician describing the current prognosis and the estimated time to return to full duty each time an extension is requested. Limited duty assignments are only available to Members who have a reasonable expectation of returning to full duty status within or at the end of the limited duty period (with extension).

A Member on limited duty assignment may be returned to full duty status upon receiving the appropriate release from the Member's treating physician indicating the Member has recovered from his or her illness/injury/pregnancy and is capable of performing all of the essential functions of the Member's regular position. The Chief of Police may request a supplemental examination by the City's physician prior to returning the Member to full duty. The Member also may be required to successfully complete a functional capacity evaluation (FCE) and re-qualify with his or her duty weapon, depending upon the nature and extent of the Member's illness and/or limited duty assignment.

The returning Member will be assigned to a job assignment based upon Department need and the availability of appropriate positions, however, every reasonable effort will be made to return the employee to his/her assignment previously held.

Members on temporary, modified or light duty assignments are not eligible to work Secondary Employment unless approved by the Chief.

If the Chief of Police or his designee determines that the Department cannot accommodate the Member's temporary medical restriction(s), the Member will be required to utilize leave in a paid status, or request a leave of absence without pay. Such time in a paid status shall consist of sick leave, vacation or other accumulated leave benefits.

Article 7 - Discipline

Section 1. Time Constraints

Absent unusual circumstances, discipline imposed as a result of other than an Internal Affairs Investigation or Shooting Team Investigation, shall be imposed within thirty (30) days after the incident giving rise to the discipline occurs or becomes known to a command staff officer or it shall be considered dropped. If unusual circumstances arise the Shop Steward shall be notified in writing as soon as practical.

Section 2. Just Cause

Members, excluding probationary employees, shall be disciplined or discharged only for just cause. Discipline for just cause shall include, but not be limited to violations of City ordinances, Personnel Policies and Procedures, Departmental Rules and Regulations, General or Special Orders, and State and Federal Law, or any other conduct that is detrimental to the discipline and efficiency of the public service. In determining whether just cause exists for any particular disciplinary action, the following factors shall be taken into consideration: the nature or severity of the offense; the employee's past disciplinary record, including the amount of time elapsing between offenses of a like or different manner; the Member's length of service with the City; and any extenuating or aggravating circumstances.

Section 3. Administrative Leave

A Member under investigation for misconduct may at the discretion of the Chief of Police be placed on administrative leave pending completion of the investigation. Administrative leave will be paid leave unless in the sound judgment of the City probable cause exists to believe the officer may have engaged in serious conduct that, if proven, would justify termination from employment; provided, however, that placement on administrative leave with pay pending investigation does not preclude the City from deciding that termination of employment is appropriate following completion of the investigation. Any Member placed on unpaid administrative leave pending investigation who is exonerated of the charges or whose unpaid administrative leave period exceeds the final discipline meted to the Member will be reimbursed for the amount of wages improperly denied the Member.

Section 4. Progressive Discipline System

Disciplinary action for employees may include one or more of the following. The specific discipline issued will be based on the nature or severity of the offense, the employee's past disciplinary record (including the amount of time elapsing

between offenses of a like or different manner), the employee's length of tenure with the Department, and the presence of aggravating or mitigating circumstances.

A. Verbal Admonishment/Counseling Form: formal verbal reprimand by the supervisor or other administrative personnel

A notification that a reprimand was given shall be placed in the Member's personnel file. The Member may provide a rebuttal within seven (7) days to be attached to the notation in the personnel file. Except in cases of discrimination or harassment, excessive use of force or actions that may also constitute violations of law, a written reprimand will not be used as a basis for future discipline after a period of twelve (12) months provided the Member has not during that period of time received any written or more severe discipline for a like or different offense.

B. Written Reprimand: formal written reprimand by the supervisor/Department head

All written reprimands will be signed by the Member in acknowledgment of receipt and placed in the Member's personnel file. The Member will be given a copy of the document. The Member may provide a rebuttal within seven (7) days to be attached to the written reprimand and placed in the Member's personnel file.

C. Suspension without Pay: the ordered absence from duty without pay for a specific period.

A signed letter of just cause will be given to the Member as soon as possible, but in no case later than the beginning of the regular workday on which the suspension is scheduled to begin (unless the Member was placed on unpaid administrative leave pursuant to Article VII, Section 3), stating the reason for the suspension and its duration. A copy shall be made part of the Member's personnel file. A Member suspended without pay may choose to use previously accrued vacation or holiday time to cover any time missed in excess of twenty-four (24) hours' pay.

D. Involuntary Transfer: reassignment from Member's current specialized position to a non-specialized position.

This may occur when the Member has demonstrated an inability to perform the job duties and carry the responsibilities required of his/her position. A letter of cause will be given to the Member stating the reason for the transfer and the effective date. The letter of cause will be made a part of the Member's personnel file.

E. Dismissal: involuntary release of a Member from City service.

Dismissal will be reserved for only for those situations in which prior discipline has been unsuccessful in correcting the issue, or where progressive discipline is not appropriate.

Section 5. Disciplinary Appeals

Appeals of discipline by Bargaining Unit Members will be handled as outlined in Article 9 of this Agreement.

Article 8 - Special Examinations and Rights of Members While Under Investigation

Section 1. Internal Investigations

Whenever a Member is under investigation and subject to interview by the Department for any reason that could lead to punitive action, the investigation shall be conducted consistent with the provisions of RSMo. 590.502, except as otherwise provided for in this Article:

(A) Unless the seriousness of the investigation is of such a degree that immediate action is required, interviews shall be conducted at a reasonable hour, preferably at a time when the Bargaining Unit Member is on duty, or during the normal working hours of the Member. If the interview occurs during off-duty time of the Bargaining Unit Member, the Member shall be compensated for such off-duty time at the normal rate of pay.

(B) When conducting an interview or examination of any Member that may result in disciplinary action consisting of suspension, demotion, discharge or other loss of compensation against the Member being interviewed or examined, the Member is entitled to have Union Representation present during the interview or examination, and the representative of the City conducting the interview or examination shall advise the Member that the investigative interview or examination may result in disciplinary action and that the Member is entitled to Union Representation in accordance with Article 2, Section 2 of this Agreement. Should the representative of the City inadvertently fail to give notice, that omission may be grounds for a Grievance being filed in accordance with Article 9, Section 2 of this Agreement, but shall not automatically be grounds for the dismissal of the charges against the Member unless it is determined that the failure to provide notice was a deliberate attempt to deceive the Member by the representative of the City.

(C) Interview shall take place in the Ballwin Police Building or other location mutually agreed to by both the employee and the investigating officer.

(D) The Member under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interviewing officer(s), and all persons present during the interview. All questions directed to the Member under interview shall be asked by and through no more than two (2) interviewers at any one time.

(E) Prior to any interview, the Bargaining Unit Member under investigation or being interviewed shall be informed, in writing, of the nature and specific allegations of the complaint known by the investigator at that time.

(F) Interviews shall be completed as soon as possible. Time shall be provided for personal necessities, meals, telephone calls, and rest periods. If an interview extends through the Bargaining Unit Member's normal meal period, the Member will be afforded the opportunity to order food and eat it in a quiet atmosphere without continuation of the interview during this time. In cases where it is necessary to conduct an investigation beyond a normal tour of duty, Bargaining Unit Members involved shall be permitted to make brief telephone calls of reasonable duration at shift change time provided the Member first completes any pending line of questioning.

(G) The Member under interview shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action except for failure or refusal to answer a question. No promise or reward shall be made as an inducement for the employee to answer any questions. The provisions of this paragraph and this Agreement shall not be interpreted as prohibiting the City from informing an individual that the investigation could result in disciplinary action being taken against them, up to and including dismissal, or from offering an individual an option to resign or accept a particular disciplinary action.

(H) Complete interviews of the Bargaining Unit Member shall be recorded mechanically or by stenographer. There will be no "off-the-record" conversations. Recesses called during the interrogation shall be noted in the record.

(I) Questions of Bargaining Unit Members will be, in all instances, pertinent to the issues of the interview discovered at any point during the investigation. If responses given by the Bargaining Unit Member open new avenues of inquiry that are pertinent, those issues may be pursued.

(J) Refusal by a Bargaining Unit Member to answer questions or give a statement during any non-criminal investigation whether as a participant or a witness may result in disciplinary action up to and including dismissal.

(K) Bargaining Unit Members shall be given an exact copy of any written statement they may execute, or if questioning is mechanically or stenographically recorded they shall, upon request, be given a copy of such recording and/or transcript. Requests for copies of a recording may be made any time during the investigation or grievance proceedings.

Section 2. Criminal Investigations

If a Bargaining Unit Member is under arrest or the target of a felony criminal investigation, the investigation shall be handled by an outside agency, and the officer shall be advised of his rights pursuant to the Miranda procedure, if applicable. The Department shall comply with the *Garrity* decision.

Section 3. Polygraph Examination / Computer Voice Stress Analyzer (C.V.S.A.)

When a complaint is filed and investigated, Bargaining Unit Members may be required, at the discretion of the Chief of Police, to submit to a polygraph examination, Computer Voice Stress Analyzer (C.V.S.A.), or any other test deemed appropriate by the internal investigator. Bargaining Unit Members will not waive any of their rights when required to submit to one of the above mentioned examinations. The results of Bargaining Unit Member's tests shall not be the sole basis for discipline nor shall either party be permitted to admit the results of such a test before an arbitrator.

Section 4. False Complaints

The City or Bargaining Unit Members may prosecute individuals who make false criminal complaints against Bargaining Unit Members.

Section 5. Employee's Privacy

Neither the Department nor the Lodge shall release a Bargaining Unit Member's home address, telephone number, or photograph to any other person or agency without their consent, unless required by law.

Law Enforcement Agencies may be provided the above items, if needed in a criminal investigation or if the individual has been charged with a criminal offense.

Section 6. Disposition of the Investigation

(A) The investigation shall be completed in a prompt and diligent manner and final Department action taken within the later of thirty (30) days from the filing of a complaint or of the date the Department became aware of the potential misconduct. The Chief of Police may, in his sole discretion, make an exception to the thirty-day limit but extensions should be granted only in those cases in which extenuating circumstances exist. The employee who is the subject of an

investigation shall receive notice of an extension unless the Department determines that such notice could jeopardize the investigation.

Section 7. Officer Involved Shooting Investigations

(A) While the parties acknowledge that any officer-involved shooting must be promptly and thoroughly investigated, no officer who has discharged their his/her weapon shall be treated as a suspect unless investigating officers, supervisory personnel assigned to the investigation, Chief of Police, Prosecuting Attorney, or any other lawful authority has probable cause to believe a crime has been committed.

(B) Scenes from shooting situations are to be considered and handled as a major crime scene, per the appropriate General Order. A Uniform Supervisor will be in charge until properly relieved by the crime scene coordinator. The crime scene will be held until the Chief of Police or his designee authorizes the release.

(C) The initial interview involving review of professional standards of an officer involved in a shooting incident shall be conducted within a reasonable amount of time after the incident and after the officer has had a reasonable opportunity to contact a Lodge representative, but such time shall not exceed forty-eight (48) hours.

(D) Officers involved in shooting incidents resulting in any personal injury or fatality will be relieved of duty with pay by the Chief of Police. At the discretion of the Chief of Police, the Bargaining Unit Member will be provided a replacement weapon until their issued weapon can be returned. Retention of their badge and identification card will be decided on a case-by-case basis by the Chief of Police. The officer(s) will receive formal notification through a personnel action form.

(E) The officer(s) will remain on paid administrative leave until the incident has been disposed of through the County Prosecutor's Office, or Grand Jury, or completion of an internal investigation, unless immediately apparent that criminal charges are pending. When a ruling has been received from the County Prosecutor's Office, or Grand Jury, that no criminal charges will result from the injury/fatal shooting incident, and that the Internal Affairs investigation has been favorably resolved, the officer will be returned to full duty status by the Chief of Police. The officer(s) will receive formal notification of their return to active status through a personnel action form.

(F) Within one week of any incident where an officer is involved in a shooting situation or a deadly force situation, the City may require the officer(s) involved to

see a psychologist selected and provided by the Department. Any Member involved in a shooting situation or a deadly force situation may request to see a psychologist selected and provided by the Department, which request shall be honored by the City. The psychologist shall be skilled in dealing with these types of incidents.

Section 8. Specific Procedures

(A) A Member under investigation may request an intoximeter, blood, urine, psychological, polygraph or medical examination, if it is beneficial to his or her defense. Also, the City may require such examination upon the direction of the Chief of Police or his/her designee. Employee requested examinations shall be at the expense of the employee.

(B) An on-duty supervisor is required to direct an employee to submit to a breath, blood or urine test, when a level of intoxication or drug usage is suspected as a factor directly related to duty performance or operating a City vehicle.

(C) A Member may be required to participate in a line-up in connection with a criminal investigation.

(D) All Department property, property issued by the department and property authorized by the Department for use in connection with official duties shall be subject to inspection and/or search at any time, even if assigned or exclusively used by the employee. Property includes, but is not limited to, vehicles, desks, files, lockers and storage cabinets. The employee has no expectation of privacy in any Department property.

Section 9. Complaint Witnesses

If a witness to the circumstances of a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the Member under investigation, only the names and statements of the complainant and non-incarcerated witnesses may be reviewed by the Member under investigation prior to the beginning of the investigative interview.

Section 10. Conflicts of the Investigator

Persons conducting the investigation shall not be a person with significant personal interest, or possessing of a conflict of interest, in the matters under investigation.

Section 11. Outcome of Complaint

All complaints against a Member shall be concluded by one of the following ways and shall be provided to the Member and the Lodge in writing:

A. Unfounded: The investigation indicates that the act(s) complained of did not occur, the complainant admits false allegations, or the member was not involved.

B. Exonerated: Acts did occur, but actions were justified, lawful, and proper.

C. Not Sustained: Investigation fails to disclose sufficient evidence to clearly prove the allegations.

D. Sustained: The investigation disclosed sufficient evidence to clearly prove the allegations.

Section 12. No Retaliation for Exercise of Rights

No Bargaining Unit Member shall be discharged, disciplined, demoted, denied promotion, transfer, or reassignment, or otherwise discriminated against in regard to his/her employment or be threatened with any such treatment by reason of his/her exercise of the rights granted in this Article or General Order 30-01.

Article 9 - Grievance Procedure

The following procedure is established for the prompt resolution of grievances or disputes that may arise out of the interpretation or application of this Agreement and/or any disciplinary action issued to a Member not within the Qualifying Period. By mutual agreement, the parties may extend any time deadline established in this Article. Absent such agreement, however if the Department fails to issue a timely response to a grievance as provided for in this Article, the grievance shall be deemed denied by the City and the Lodge may immediately advance such grievance to the next step. Failure by the Member or the Lodge to timely file a grievance, or to timely appeal a grievance to the next level, shall be deemed a waiver of the right to further contest the grievance.

Parties shall make a determined effort to settle meritorious grievances at the voluntary steps of the grievance procedure and keep the procedure free from un-meritorious grievances.

Working Day refers to Monday thru Friday, 8:00 a.m. to 5:00 p.m. with the exception of any City-observed holidays.

At any time during this grievance process, both sides may mutually agree to extend the time frames. In the case of an extended absence of the Department or City official in a step or by mutual agreement, the grievance may be moved to the next higher level.

All grievances involving loss of pay including but not limited to a disciplinary suspension, demotion, or termination of employment shall be filed directly with the Chief (Step 3) within ten (10) working days of the date the Member was notified of the decision resulting in such loss of pay.

Prior to filing a formal grievance, an aggrieved Member may (and should) address any dispute or potential grievance orally or in writing with his/her immediate working supervisor. The parties desire to resolve as many disputes and grievances as possible at this step.

Step 1.

If the grievance is not satisfactorily settled on an informal basis with the employee's immediate supervisor, the aggrieved employee may file a formal grievance with the appropriate Lieutenant in the Member's chain of command, in writing, within 7 working days of the date the employee knew or should have known of the occurrence of the alleged violation. The Member shall provide a written statement of the grievance, containing a concise statement of the facts giving rise to the grievance, the applicable section of the Agreement, General or Special Order, Policy, or rule involved and the relief sought. Within five (5) working days after receipt of the written grievance, the Lieutenant, the Member, and the Shop Steward or Lodge Representative if desired, shall meet and try to resolve the matter. Within five (5) working days after such meeting, the Lieutenant shall give their answer in writing to the Member, and if involved, the Shop Steward or Lodge. Step 1 shall not apply to Lieutenants. Grievances initiated by Lieutenants shall proceed directly to Step 2.

Step 2.

If the matter is not satisfactorily resolved in Step 1, the Member may take the matter to the Captain in the affected Member's Chain of Command by submitting a copy of the grievance and the answer to the Captain within the earlier of five (5) working days after receipt of the answer in Step 1 or ten (10) working days from the filing of the grievance with the Lieutenant in Step 1. The Captain, the Member, and the Shop Steward or Lodge Representative if desired, shall meet and try to resolve the matter if either party requests such a meeting. The Captain shall provide to the Member his or her response to the grievance in writing, and if involved, the Shop Steward or Lodge. The parties may mutually agree to combine Step 1 and Step 2 to expedite the processing of any particular grievance.

Step 3.

If the matter is not satisfactorily resolved in Step 2, the Member may appeal the matter to the Chief by submitting a copy of the grievance (and the response to the grievance, if applicable) to the Chief within the earlier of five (5) working days from receipt of the Captain's response in Step 2 or ten (10) working days from the filing of the grievance with the Captain in Step 2. The Chief, the Member, and the Shop Steward or Lodge Representative if desired, shall meet and try to resolve the matter if either party requests such a meeting. The Chief shall provide to the Member his or her response to the grievance in writing, and if involved, the Shop Steward or Lodge.

Step 4.

If the Member or the Shop Steward or Lodge is not satisfied with the answer received in the preceding step, it may submit the grievance to the City Administrator, within the earlier of five (5) working days after receipt of the answer in Step 3 or ten (10) working days from the filing of the grievance with the Chief in Step 3. The City Administrator will give the Member and the Shop Steward or Lodge a written answer within twenty (20) days of receipt of the grievance. During this period, a meeting between the City Administrator, the Member, and the Shop Steward or Lodge shall be held if requested by the Shop Steward or Lodge, the Member, or the City Administrator.

Step 5.

If the Lodge is not satisfied with the answer received in Step 4 for grievances involving loss of pay, including a disciplinary suspension, demotion, or termination of employment, the matter shall be submitted to binding arbitration at the request of either the City or the Lodge. The Lodge must file a written request for arbitration with the City Administrator within ten (10) working days of receipt of the answer in Step 4. In the event of such arbitration, the arbitrator shall be instructed that each party shall bear its own costs, but that the arbitrator's fee shall be divided equally between both parties. In the event the parties cannot agree upon an arbitrator, the arbitrator shall be selected from a panel submitted by the Federal Mediation and Conciliation Service, St. Louis Metropolitan area, with the party requesting arbitration striking the first name from the list.

The parties may mutually agree in writing to any other recognized form of dispute resolution, including the scheduling of meetings involving the same or different individuals or the use of third parties including mediation.

Nothing in this Article shall be interpreted to prohibit a Member from the filing of charges or complaints with governmental agencies having jurisdiction over such matters. Either the Union or the City may appeal the decision of the arbitrator to Circuit Court in accordance with the provisions of and subject to the standards of review provided by applicable law.

Article 10 - Legal Representation

Section 1. Civil Action

The City may provide, at its expense, legal counsel to Members in connection with any civil action brought against them arising out of the performance of their duties while acting within the scope and course of their employment with the City. If the City elects to provide such counsel, the City and its insurance carrier may withdraw from providing such counsel at any time.

Section 2. Grievances

Neither the City nor the Lodge shall be required to provide Bargaining Unit Members with an attorney when Members are charged with an alleged violation of the Agreement or for any grievances filed by Members against the City alleging a violation of this Agreement or any other terms and conditions of employment.

Article 11 - Leave

Section 1. General

Bargaining Unit Members shall be eligible to receive paid vacation leave based upon the length of a Member’s continuous service, including initial Qualifying Period. Members continue to accrue vacation benefits while on any form of paid leave (e.g., sick leave, vacation, jury duty, bereavement, etc.), and while on paid or unpaid Family and Medical Leave.

Section 2. Schedule of Vacation Accrual

Members accrue annual paid vacation leave credit in accordance with the following schedule:

- Upon employment up to 5 years of continuous service a Member will earn 6.6666 hours of vacation per month
- 5 years up to 10 years of continuous service a Member will earn 10 hours of vacation per month
- 10 years of continuous service and beyond, a Member will earn 13.3333 hours of vacation per month

Members may accrue no more than 240 hours of vacation leave. Those who have more than 240 hours of vacation leave at their anniversary date will forfeit all hours over that amount, unless an exception is approved by the City Administrator for good cause shown.

Section 3. Vacation Scheduling

A. During the month of December, Members shall be entitled to request vacation periods for the following calendar year in accordance with their seniority with the Department. Members shall designate their first and subsequent choices, which shall be granted on a rotating basis in accordance with seniority. No Member can reserve more than one (1) week of vacation until all Members have had an opportunity to select a week of vacation. Any Members requesting vacation on or after January 1 shall be awarded on a first-come, first-served basis. Vacations will be scheduled utilizing the chain of command to notify the Chief or his/her designee of the vacation schedule desired. Vacation shall be scheduled so as not to unduly interfere with the operations of the Department and the City will not unreasonably deny vacation requests.

B. No Member will be required to change his/her scheduled vacation or accumulated holiday due to a senior employee transferring to the shift. The employee being transferred will retain all remaining vacation time as previously selected on their original shift.

C. Vacation may be used as soon as it is accrued provided the Member has at least six (6) months of continuous service.

Section 4. Training Days

For Bargaining Unit Members working a twelve (12) hour shift, eight (8) hours of off-site training will serve as a full day of work.

Section 5. Compensatory Time

A. A Member may earn comp time at a rate of one and one half (1 1/2) hours of comp time for each hour of overtime worked. Accrued comp time shall be taken within three hundred sixty five (365) days (unless otherwise allowed by the Chief). Use of comp time shall be approved in advance and may only be used in 1-hour increments. Under no circumstances shall a Member's comp time accrual exceed forty (40) hours with the exception of officers detached for special assignment. This Section shall not apply to Lieutenants because they are paid a salary, not paid hourly.

Section 6. Personal Time

A. After completion of six months of employment, all full-time employees shall be eligible for sixteen (16) hours of paid annual personal leave of absence (computed on a calendar year basis).

- 1 through 10 years of continuous service earn (16) hours of personal time
- 10 through 15 years of continuous service earn (40) hours of personal time
- 15 through 20 years of continuous service earn (48) hours of personal time
- 20 years and beyond of continuous service earn (56) hours of personal time

B. Personal time shall be scheduled in the same manner as vacation time, and may be used in minimum increments of one (1) hour.

Section 7. Holiday Time

A. The following days are designated as legal holidays by the Board of Aldermen.

- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day

B. Each Member required to work on one of the aforementioned holidays, shall be compensated an additional twelve (12), ten (10) or eight (8) hours of holiday pay, whichever is appropriate for their assigned shift. Any Patrol Officer or Sergeant assigned to the Detective Bureau, Community Policing Unit, or School Resource Positions may be allowed to take the holiday off in-lieu of the additional eight (8) hours holiday pay.

C. Bargaining Unit Members assigned to Patrol Squads, the Traffic Unit, or School Resource Officers on summer patrol squad detachment, who are not scheduled to work and who do not work a given holiday will be provided a Bonus Holiday off with regular pay to be scheduled on a mutually agreeable date during that same calendar year. Bonus Holidays earned during November or December may be taken on or before March 31 of the following calendar year.

D. If the City adds or exchanges any holidays for its other City employees, either on a continuing basis or for a special event, the added or exchanged holiday shall be deemed to be a holiday under this Agreement.

E. Any bonus holiday may be used on the date it is earned in lieu of using vacation, personal, sick, and/ or compensatory time.

Section 8. Bereavement Leave

The City will continue to follow its current policy and practice for bereavement leave while it evaluates changes in the policy and/or practice on a City-wide basis. The City will meet and confer with the Lodge prior to implementing any changes in the bereavement policy and/or practice.

Section 9. Sick Leave

A. After the completion of six months of employment, all full-time employees shall be awarded 48 hours of sick/medical leave with pay in case of illness and will accrue 8 hours per month thereafter. The maximum sick/medical pay which can be accumulated is 1,200 hours.

B. Employees may use sick/medical pay when unable to perform their duties due to illness or injury; exposure to a contagious disease which may endanger the health of other employees or members of the public; to care for an ill spouse or child in the same household; for additional bereavement leave when travel distance requires additional time and approval is granted by the Chief; during maternity/paternity leave at the time of childbirth; in conjunction with the adoption or placement for adoption or foster care of a child; and for medical, dental, well-baby and non-emergency medical/dental visits for children or optical examinations and treatment. Use of sick/medical pay for such examinations and treatment shall be limited to the actual hours necessary and are subject to prior approval by the Chief.

It should be understood that sick/medical pay is available only for the above-mentioned reasons and no others. Application for sick/medical pay for absences not qualified for sick/medical pay shall subject the employee to disciplinary action, up to and including termination of employment.

C. Sick/medical pay must be taken in no less than 1-hour increments. Employees are encouraged to schedule medical appointments at the start or the end of the work day to minimize time away from the work place. Sick/medical pay is not available during the last fourteen (14) days of employment.

D. Furthermore, a Member may be required to take an examination to determine his or her physical or mental capacity to perform the duties of his or her position. When management exercises its discretion in this manner, the City will schedule and pay for the physical and/or psychological examination. Based upon the results of those tests and/or examinations, the Member will be notified of the results and whether management can allow the Member to return to work.

Sick/medical pay is limited to three days per incident without medical certification. Because of extenuating circumstances, exceptions may be granted to this stipulation with the prior approval of the Chief and the City Administrator.

The City may require a doctor's certificate if there is a reason to suspect an employee is abusing this policy.

E. Bargaining Unit Members will notify the on-duty supervisor at least one (1) hour prior to the beginning of their work shift that they wish to use the sick leave, unless for good reason such notice cannot be given.

F. Members who have accumulated at least 800 hours of unused sick/medical pay may convert up to 160 hours of the excess to vacation pay. The basis for such conversion shall be 16 sick/medical pay hours for 8 vacation pay hours (2 for 1). The conversion option may be exercised only once in a calendar year. Conversion requests must be submitted on appropriate forms and the new vacation pay is subject to the terms and conditions of vacation pay as stated in the City's personnel manual.

Unused vacation hours converted from sick leave within twelve months of termination of employment will be forfeited upon termination.

Section 10. Workers Compensation/Injury Leave

All Members are entitled to injury leave in the event of a job related injury that renders the Member incapable of performing his/her normal duties. Injury leave will terminate when the Member's physician releases said Member for return to duty or on the date that the Member's physician places permanent work restrictions on the Member that render the Member incapable of performing one or more of the essential functions of the position.

Section 11. Military Leave

Members shall be entitled to Military Leave and to be compensated for certain wage losses subject to the provisions and limitations set forth in the City's Personnel Manual on the same basis and subject to the same terms as in effect for other City employees.

Section 12. Jury Leave and Court Appearance

As citizens of the United States and the State of Missouri, Members are subject to being subpoenaed to court for the purpose of serving as jurors.

In an effort to encourage City employees to meet their civic responsibilities, the City shall pay full time employees serving on jury duty full compensation for absences from scheduled work for the duration of that duty. Any pay received by the employee resulting from this service shall be submitted to the City Finance Officer.

Article 12 – Benefits

Section 1. Health and Welfare Benefits Coverage

Health, hospitalization and major medical benefits, accident, life and disability insurance will continue to be provided to employees, spouse and family in accordance with City policy. However, modifications may be made with respect to the plan options (i.e. basic or “buy-up” plans) the deductibles, copays, schedule of benefits and/or employee cost during the term of this Agreement on the same terms as for other City employees.

The City will offer a voluntary dental and vision plan to Members on the same basis as other full-time employees of the City.

Section 2. Pension

The City agrees to provide Members with the same retirement benefit plans on the same basis as are provided to other City employees; provided, however, that Members may be entitled to different or unique benefit terms and provisions provided to first responders under the retirement plan. During the term of this Agreement, Members shall participate in the LAGERS plan at the L12 level, with a 4% contribution annually by the Members, as provided in Ordinance 19-06. A Member, of the Lodge's choosing, shall be included on any employee pension review committee established by the City and/or will be permitted to participate in all employee pension review meetings held by the City.

Section 3. Voluntary Deferred Compensation

Bargaining Unit Members are eligible for a benefit program that offers an opportunity to save money for retirement and reduce current tax liability. The voluntary pre-tax savings plan allows Member to set aside a share of their compensation before it is subject to federal or state income tax. The contributions are automatically deducted from a Member’s paycheck. The Member self-directs

the investment of his or her deferred compensation funds. Members can enroll in the Deferred Compensation Plan at any time allowed by the Plan.

Section 4. Certification and Tuition Assistance

Any full-time employee with more than two years of service is eligible to receive Certification and Tuition Assistance. The employee’s Department Head must approve the course or certification selection in advance of the annual appropriations ordinance. Such Assistance shall be based upon the cost of a credit hour at University of Missouri St. Louis (currently \$400 per hour) plus an allowance of \$200 for books. A maximum of \$5,000 per employee per year may be paid by the City.

Tuition and registration fees must be paid by the employee. Upon receipt of a passing grade in the course, all eligible tuition, registration and book fees will be reimbursed, up to the maximum benefit amount. Employees who are testing for certifications must pay for their tests. Upon receipt of a passing grade, the City will reimburse the employee for the cost of the certification, up to the maximum benefit amount. Paid receipts are required for all reimbursements.

The employee must reimburse the City in full if he or she terminates employment less than one year from the date of the certification or tuition assistance. After the first year from the date of certification or tuition assistance, the reimbursement due shall reduce by 1/12 of the assistance received for each month of employment in the second year. If the employee terminates employment more than two years after the date of the certification or tuition assistance, no reimbursement is due.

Section 5. Vaccinations and Boosters

If requested by the Member, the City will provide vaccinations and booster doses for Hepatitis (A and B) and Influenza. The City and/or the Department will provide vaccinations and booster doses for any other communicable diseases and blood borne pathogens in compliance with Missouri Department of Health and OSHA regulations, as required.

The City will reimburse co-pays for inoculation or immunization shots for a Bargaining Unit Member’s immediate family when such is deemed medically necessary as a result of the Bargaining Unit Member’s exposure to contagious diseases while in the line of duty.

Section 6. Slain Officer/Dependent Coverage

The City agrees to make six (6) months of COBRA payments on behalf of any Member who dies as a direct result of a duty-related injury. In order to receive this COBRA payment, the Member must have family or dependent insurance coverage in place.

Article 13 – Training

The City and the Lodge agree that to have a professional police department, there are certain training requirements that must be met. The Department shall establish a training regimen to ensure a professional police department.

All specialized positions including, but not limited to, firearms instructors, traffic officers, crime scene officers, and defensive tactics instructors shall be sent to all the necessary training required for their positions.

Article 14 – Compensation

Section 1. Salary Ranges

Compensation and salary ranges of Sergeants and Lieutenants are set forth below. Current Sergeants and Lieutenants shall progress to the next step on April 1 of each year after the effective date of this Agreement.

Year	Base Sergeant Salary	Base Lieutenant Salary
2023, 2024, 2025:		
Step 1	\$82,119.84	\$90,650.30
Step 2	\$84,583.44	\$93,369.81
Step 3	\$87,120.94	\$96,170.90
Step 4	\$89,734.57	\$99,056.03
Step 5	\$92,426.60	\$102,027.71
Step 6	\$95,199.40	\$105,088.54
Step 7	\$98,055.38	\$108,241.20
Step 8	\$100,997.05	\$111,488.43
Step 9	\$104,026.96	\$114,833.09
2026:		
Add Step 10	\$107,147.77	\$118,278.08

Sergeants and Lieutenants shall initially be placed on the pay scale in February, 2023 according to the following formula:

Sergeants-Time in Rank for placement

- 1-2 years, placed in Step 2
- 3-5 years, placed in Step 3

- 6-8 years, placed in Step 4
- 9-11 years, placed in Step 5
- 12-14 years, placed in Step 6

Lieutenants-Time in rank for placement

- 1-4 years, placed in Step 3
- 5-8 years, placed in Step 4
- 9-12 years, placed in Step 5
- 13-16 years, placed in Step 6
- 17 years and over in Step 7

In February of 2023, the new 2023 pay scale will be adopted. Sergeants and Lieutenants will then move to their next respective step on April 1, 2023.

In addition to the above salary steps, Sergeants and Lieutenants in the first three years of this Agreement at Step 9 shall receive a merit check each year, payable quarterly, equal to the amount of the raise that is adopted by the Board of Aldermen for all City employees. In the fourth year of the Agreement, merit checks shall be paid to Sergeants and Lieutenants at Step 10.

For calendar year 2023, 2024, 2025 and 2026, should the City’s total revenue (exclusive of one-time grants and entitlements exceeding \$500,000.00) fall below 95% of the amount of total revenues received for the previous year, the City may suspend the step raises set forth while the parties renegotiate future compensation increases. The City and the Lodge agree to commence negotiations immediately upon suspension of the step raises. If the Consumer Price Index for the Midwest Region is above 5% for any year of this Agreement, the Board of Aldermen may consider and implement additional raises to offset inflation.

Section 2. New Hires

Newly hired Sergeants and/or Lieutenants will be placed on a salary step no higher than one step below the lowest paid person currently at that rank. Example: If the City’s current lowest-paid Lieutenant is on Step 5, the newly hired Lieutenant will be placed in Step 4 or below.

Section 3. Promotions

If a candidate is promoted to either Sergeant or Lieutenant, they will be placed on the pay scale at the next highest step above their current Officer pay, plus one additional step.

Article 15 – Overtime Payment

Section 1. Hours

All Bargaining Unit Members who are assigned to twelve (12) hour shifts shall be compensated at the Member’s option at one and one half (1.5) times their hourly rate of pay, or receive compensatory time at one and one half (1.5) times the hours worked, for all hours worked in excess of eighty (80) hours during a payroll period. With the exception of court time, Members on administrative leave shall not be eligible for overtime. Overtime shall be approved by a supervisor prior to hours worked, unless exigent circumstances exist. All hours for which a Member is entitled to be paid, including but not limited to paid vacation, holidays, personal days, sick days, bereavement leave, etc. shall count as hours worked for overtime purposes. This Section shall not apply to Lieutenants because they are paid a salary, not paid hourly.

Section 2. On-Call

The City may from time to time, designate certain Bargaining Unit Members for “on-call” duty, such that Members are subject to work at times designated outside their regular work hours. Should a Patrol Officer, Detective, Detective Sergeant respond and or report to work, the Member would receive compensation for two (2) hours or for actual hours worked, whichever is greater, at a rate of two (2.0) times their regular hourly rate of pay, or receive compensatory time, at the Members option, at a rate of two (2.0) times their hourly rate. This Section shall not apply to Lieutenants because they are paid a salary, not paid hourly.

Section 3. Call Back Overtime

All off-duty Members are eligible to be called back to work, but would not be required to respond or report to work unless they are designated as “on-call” (e.g., detective bureau). Patrol Officers, Detectives, Detective Sergeants who are called back for unscheduled duty with less than twenty-four (24) hours’ notice will receive pay for two (2) hours or for actual hours worked, whichever is greater, at a rate of one and one half (1.5) times their regular hourly rate of pay, or receive compensatory time, at the Members option, at a rate of one and one half (1.5) times

their hourly rate. Members shall remain at work for a minimum of two (2) hours and perform work as assigned. Hours worked which coincide with a Member's regularly scheduled tour of duty shall not apply to this provision. This Section shall not apply to Lieutenants because they are paid a salary, not paid hourly.

Section 4. Court Time

Members who are required to appear in court, on behalf of the City or in relation to their employment with the City, on their time off, shall receive one and one half (1.5) times their hourly rate of pay for a minimum of two (2) hours or for the number of hours the Member is actually required to be in court, whichever is greater.

Article 16 – No Strike/No Lockout Section

Section 1. No Strike Commitment

Neither the Lodge nor any of its officers or agents may call, initiate, authorize, participate in, sanction, encourage or ratify any work stoppage, slow down, unauthorized absence, picketing of the Department or City or the concerted interference with the full, faithful and proper performance of the duties of employment with the City. Neither the Lodge nor any officer of the Lodge shall refuse to cross any picket line, by whoever established. This section does not apply to informational picketing, hand-billing and other forms of protected speech designated to communicate with the public about issues of concern to the Lodge. Such picketing or hand-billing as set forth herein shall be subject to the following conditions: 1) no picketing or hand-billing on Department property; 2) no person shall represent him/herself as speaking as a member of or on behalf of the Department; 3) persons engaging in such activities shall be off-duty; and 4) persons engaging in such activities shall not be in police uniform of any sort.

Section 2. Performance of Duty

It is recognized that Members may be required, in the line of duty, to perform duties growing out of, or connected with, labor disputes, which may arise within the corporate limits of the City. The Lodge agrees that no disciplinary action or other action will be taken by the Lodge against any Member by reason of any such action or conduct in the line of duty.

Section 3. Resumption of Operations

In the event of actions prohibited in Section 1 of this Article, the Lodge shall immediately disavow such action and request that Members return to work, cease work slowdowns or cease all other actions prohibited in Section 1 and shall use its best efforts to achieve a prompt resumption of normal operations. The Lodge,

including its officers, officials, agents and employees, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section provided the Lodge did not initiate, encourage or instigate the prohibited activity.

Section 4. Discipline of Strikers

Any Member who violates the provisions of Section 1 of this Article shall be subject to immediate termination. Any action taken by the Department or the City against any officer who participates in action prohibited by Section 1 of this Article shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure provided by the Department or the City, except as to whether the Member, in fact, participated in a prohibited action.

Section 5. No Lockout

Neither the Department nor the City shall lock out any Member during the term of this Agreement as a result of a labor dispute with the Lodge.

Article 17 – Miscellaneous Provisions Section

Section 1. Off-Duty Responsibility

The City and the Lodge recognize that all commissioned personnel acting within the State of Missouri are presumed to be subject to duty twenty-four (24) hours per day. Any law enforcement action taken pursuant to Section 70.820, RSMo. while within the state of Missouri by a commissioned officer on his/her time off, which would have been taken by an officer on duty, if present or available, shall be considered police action, and Bargaining Unit Members shall have all the rights and benefits concerning such action as if they were on active duty.

Section 2. General Orders

The Department will make accessible to each Member a notebook in print or electronic media that contains the City Policies, Procedures, General or Special Orders of the Department, and this Agreement. The parties acknowledge that references to General Orders in this Agreement are to General Orders currently in effect. In the event that a General Order referenced in this Agreement is amended or replaced, the reference shall automatically include the new General Order unless otherwise provided herein.

Section 3. Lay-offs

The City shall maintain the staffing standards for the Bargaining Unit currently in place unless exigent financial circumstances exist. In the case of exigent financial circumstances requiring a layoff or reduction in force, Members shall be laid off by order of reverse seniority within the Department (newest Members laid off first).

Members laid off shall be placed on a recall list good for one (1) year and shall be recalled from that list in the reverse layoff order.

Section 4. Secondary Employment

Members shall be allowed to work secondary employment within or outside the jurisdictional authority of the City of Ballwin either in uniform or out of uniform (in other attire approved by the City and secondary employer) at the discretion of the Chief and in accordance with the provisions of General Order 15-07 as in effect on the commencement of this Agreement. Secondary employment requests shall not be denied based solely on the sale of alcohol at the secondary employer's establishment, but all factors included in Section IV.B of General Order 15-07 may be considered.

Article 18 – Entire Agreement

This Agreement will be considered as an addendum to the City's Policy Manual and the Department General Orders. If a conflict exists between this Agreement and the Policy Manual or General Orders, this Agreement will prevail. However, if there is no conflict, the Policy Manual or the General Orders will prevail. References to General Orders by specific number (e.g. 15-07) shall be deemed to include updated and/or renumbered General Orders as though specifically referenced. Any City personnel policies or procedures not specifically addressed in this Agreement will continue to apply to Members as per the terms and provisions of such policies and procedures unless and until modified or terminated by the City. The parties further acknowledge that during the meetings that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity is set forth in this Agreement. Waiver or any breach of this Agreement by either party shall not constitute a waiver of any further breach of this Agreement.

Article 19 – Saving Clause

Should any term or provision of this Agreement be in conflict with any State or Federal Statute or other applicable law or regulation binding on the City, such law or regulation shall prevail. In such event however, the remaining terms and provisions of this Agreement will continue in full force and effect.

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall then enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 20 – Duration

This Agreement shall become effective upon its execution by the City and the Lodge and shall terminate at the close of business on January 31, 2027. Either party desiring to negotiate any modifications to this Agreement shall give notice of its intention to reopen the agreement for negotiation at least ninety (90) days prior to the expiration date. Notice by either party shall be construed as notice on behalf of both parties. Failure to do so shall result in this Agreement being automatically renewed for a period of one (1) year. In the event notice of reopening is served, this Agreement shall continue in full force and effect until the parties enter into a new Agreement or exhaust their duty to engage in good faith negotiations over the terms of a new agreement. If negotiations for a successor Agreement conclude without the parties agreeing upon a successor Agreement, this Agreement shall terminate.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE DATE WRITTEN BELOW:

<u>LODGE</u>	<u>CITY</u>
Eastern Missouri Coalition of Police, Fraternal Order of Police, Lodge 15	City of Ballwin, Missouri
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: _____

INTRODUCED BY
ALDERMEN UTT, FINLEY, STALLMANN, ROACH, FLEMING, LEAHY, SIEGEL, BULLINGTON

AN ORDINANCE AMENDING CHAPTERS 15 AND 17 OF THE MUNICIPAL CODE REGARDING CONTROLLED SUBSTANCES TO ADDRESS MISSOURI CONSTITUTIONAL CHANGES CONCERNING RECREATIONAL MARIJUANA.

WHEREAS, City Code Chapters 15 and 17 establish violations related to controlled substances including marijuana; and

WHEREAS, the Missouri Constitution has been amended to permit use, possession, sale, transportation, manufacture and cultivation of recreational marijuana; and

WHEREAS, the City Code needs to be amended to conform to such constitutional change.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. Section 17-61 of the City Code of Ordinances regarding controlled substances is hereby amended, to read as follows:

Sec. 17-61. – Manufacture, possession, etc. of controlled and other substances.

(a) Definitions.

CONTROLLED SUBSTANCE

A drug, substance, or immediate precursor in Schedules I through V as defined in Chapter 195, RSMo., including marijuana.

INTOXICATED

Under the influence of alcohol, a controlled substance, or drug, or marijuana, or any combination thereof.

MARIJUANA OR MARIHUANA – *Cannabis indica*, *Cannabis sativa*, *Cannabis ruderalis*, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the marijuana plant and marijuana-infused products, but not industrial hemp as defined by Missouri statute, or commodities or products manufactured from industrial hemp.

MARIJUANA ACCESSORIES – any equipment, product, material, or combination of equipment, products, or materials, specifically designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, or ingesting, inhaling or otherwise introducing marijuana into the human body.

MARIJUANA-INFUSED PRODUCTS – Products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof, including but not limited to products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls.

(b) Possession of a Controlled Substance.

1. A person commits the offense of possession of a controlled substance if he or she knowingly possesses or delivers a controlled substance, except as allowed by Article XIV, Section 1 or Section 2 of the Missouri Constitution, or Chapter 195 or Chapter 579, RSMo. In any complaint, information, action or proceeding brought for the enforcement of this Section, it shall not be necessary to include any exception, excuse, proviso or exemption contained in this Code or Article XIV, Section 1 or Section 2 of the Missouri Constitution or Chapter 195 or Chapter 579, RSMo., and the burden of proof of any such exception, excuse, proviso or exemption shall be upon the defendant.

2. It is an offense to deliver or distribute marijuana or marijuana accessories, with or without consideration, to a person younger than twenty-one years of age.

3. A person who possesses, produces, delivers without receiving consideration or remuneration to another person who is at least 21 years of age, or possess with intent to deliver, not more than twice the amount of marijuana allowed pursuant to Article XIV, Section 2, subsection 10 of the Missouri Constitution shall thereby commit a violation and be subject to civil penalty and forfeiture of the marijuana as provided in Article XIV, Section 2, subsection 10(6) of the Missouri Constitution.

4. It is an offense for a person younger than twenty-one years of age to purchase, possess, use, consume, transport marijuana or marijuana accessories. A person who is under 21 years of age who possesses, uses, ingests, inhales, transports, delivers without consideration or distributes without consideration three ounces or less of marijuana, or possesses, delivers without consideration or distributes without consideration marijuana accessories in violation of Article XIV, Section 2, subsection 10 of the Missouri Constitution shall be subject to a civil penalty not to exceed \$100 and forfeiture of the marijuana. Any such person shall be provided the option of attending up to four hours of drug education or counseling in lieu of the civil penalty.

(c) Unlawful Marijuana Cultivation Practices.

A person who is not a Missouri licensed marijuana facility or medical facility commits the offense of unlawful marijuana cultivation practices if they cultivate marijuana plants in excess of the amount allowed by law or that are visible by normal, unaided vision from a public place or that are not kept in a locked space, and such person shall be subject to a civil penalty not exceeding \$250.00 and forfeiture of the marijuana.

Section 2. Chapter 17, Article III, Division 2, Sections 17-81 and 17-82 of the City Code of Ordinances are amended as follows:

Sec. 17-81 – Unlawful Possession of Drug Paraphernalia.

A person commits the offense of unlawful possession of drug paraphernalia if he or she knowingly uses or possesses with intent to use drug paraphernalia as defined by Chapter 195, RSMo., to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance or an imitation controlled substance as defined by Chapter 195, RSMo., in violation of Chapter 195 or Chapter 579, RSMo. except as allowed by Article XIV, Section 1 or Section 2 of the Missouri Constitution.

Sec 17-82. Prohibited Acts.

1. It is an offense for any person to distribute, deliver, or sell, or possess or manufacture with intent to distribute, deliver or sell, drug paraphernalia knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance or imitation controlled substance as defined by Chapter 195 RSMo, except as allowed by Chapter 195 or Chapter 579, RSMo. or Article XIV, Section 1 or Section 2 of the Missouri Constitution.

2. It is an offense for any person to possess or consume marijuana or to possess marijuana accessories on the grounds of a public or private preschool, elementary or secondary school, institution of higher education, or in a school bus.

Section 3. Chapter 15, Article IV, Division 1 of the City Code of Ordinances is amended by adding a new Section 15-110 thereto, as follows:

Sec. 15-110 – Definitions.

CONTROLLED SUBSTANCE

A drug, substance, or immediate precursor in Schedules I through V as defined in Chapter 195, RSMo., including marijuana.

INTOXICATED OR INTOXICATED CONDITION

A person is intoxicated or in an intoxicated condition when they are under the influence of alcohol, a controlled substance, or drug, or marijuana, or any combination thereof, or is otherwise “driving under the influence of alcohol or of a controlled substance” as defined in Section 302.700 RSMo.



MARIJUANA OR MARIHUANA – *Cannabis indica, Cannabis sativa, Cannabis ruderalis*, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the marijuana plant and marijuana-infused products, but not industrial hemp as defined by Missouri statute, or commodities or products manufactured from industrial hemp.

MARIJUANA ACCESSORIES – any equipment, product, material, or combination of equipment, products, or materials, specifically designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, or ingesting, inhaling or otherwise introducing marijuana into the human body.

MARIJUANA-INFUSED PRODUCTS – Products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof, including but not limited to products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls.

Section 4. Section 15-112 of the City Code of Ordinances is amended by changing the title and adding new subsections (e) and (f) thereto, as follows:

Sec. 15-112 – Restrictions on Marijuana in Vehicles

(e) Marijuana shall not be consumed by any person operating or in physical control of any motor vehicle or other motorized form of transportation in the City. No person shall smoke marijuana within a motor vehicle or other motorized form of transportation while it is being operated within the City.

(f) Marijuana-infused products shall not be consumed by any person operating or in physical control of any motor vehicle or other motorized form of transportation in the City.

Section 5. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this _____ day of _____, 2023. _____
TIM POGUE, MAYOR

APPROVED this _____ day of _____, 2023. _____
TIM POGUE, MAYOR

ATTEST: _____
ERIC STERMAN, CITY ADMINISTRATOR

INTRODUCED BY
ALDERMEN UTT, FINLEY, STALLMANN, ROACH, FLEMING, LEAHY, SIEGEL, BULLINGTON

AN ORDINANCE RESTRICTING PUBLIC SMOKING AND CONSUMPTION OF MARIJUANA.

WHEREAS, Section 17-65 of the City Code regulates public smoking; and

WHEREAS, the Missouri Constitution has been amended to permit use, possession, sale, transportation, manufacture and cultivation of recreational marijuana; and

WHEREAS, the City Code needs to be amended to address public health concerns related to such constitutional change.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. A new Section 17-66 Restrictions On Smoking or Consumption of Marijuana is hereby enacted as follows:

Section 17-66 Restrictions On Smoking or Consumption of Marijuana.

1. Marijuana shall not be smoked in any public area in the City, including but not limited to outdoor areas, places of employment, public meeting, and public places. A person who violates this prohibition shall be subject to a civil penalty not exceeding \$100.
2. Marijuana-infused products shall not be consumed in any public area in the City, except for culinary dishes or beverages prepared by a restaurant in the City for on-site consumption on the same day such dishes or beverages are prepared.
3. Marijuana shall not be consumed by any person operating or in physical control of any motor vehicle or other motorized form of transportation in the City. No person shall smoke marijuana within a motor vehicle or other motorized form of transportation while it is being operated within the City.
4. Marijuana-infused products shall not be consumed by any person operating or in physical control of any motor vehicle or other motorized form of transportation in the City.
5. The following definitions shall be utilized when interpreting and enforcing this Section 17-66:

MARIJUANA OR MARIHUANA – *Cannabis indica*, *Cannabis sativa*, *Cannabis ruderalis*, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the marijuana plant and marijuana-infused products, but not industrial hemp as defined by Missouri statute, or commodities or products manufactured from industrial hemp.



MARIJUANA-INFUSED PRODUCTS – Products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof, including but not limited to products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls.

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

PASSED this _____ day of _____, 2023. _____
TIM POGUE, MAYOR

APPROVED this _____ day of _____, 2023. _____
TIM POGUE, MAYOR

ATTEST: _____
ERIC STERMAN, CITY ADMINISTRATOR



CONSENT ITEM

RE: Zero Turn Radius (ZTR) Mower purchase

Department/Program: Parks & Recreation/Parks

Explanation: The 2023 budget includes \$16,500 to replace the park department's 2007 zero turn radius mower. This mower is used almost every day during the mowing season and is showing its age after 15 years. Several repairs have been made to this unit in recent years and more repairs are needed.

We currently have other pieces of Ferris equipment and have found them to be very reliable.

Recommendation: Award contract for the purchase of a new Ferris zero turn radius mower to Scott's Power equipment through the Missouri State contract for \$14,939 and sell the old ZTR on GovDeals.

Submitted By: Chris Conway, Director of Parks & Recreation

Date: 1/5/2023



Status : **Open** Invoice # : **273166**
 Type : **Major Unit Quote** Date : **01/05/2023**

Contact ID : **5680**
 Customer # : **636-227-2979**

Scott's Power - Arnold
 4031 West Outer Road
 ARNOLD, Missouri 63010-3935
Main: 636-467-7333

CITY OF BALLWIN PARKS
John Hoffman
 #1 Government Ctr.
 BALLWIN, Missouri 63011
 UNITED STATES
 JHOFFMAN@BALLWIN.MO.US
 636-227-2423-Cell

Selected Units for Sale

N/U	Year	Make	Model	Unit Type	VIN/Serial	MSRP	Sale Price	DOC Fees	Off'l Fees	Prot. Pkg
N/A	FERRIS	(5901872)	ISX330	Zero Turn		\$17,999.00	\$14,939.00	\$0.00	\$0.00	\$0.00
			0BVE4072SS 40							
			HP* VANGUARD							
			EFI OGS W/ 72							
			IN. DECK & SUS.							
			SEAT							

Invoice Notes
 under the Missouri State Contract, CC200779003

Disclaimer
 This quote is good for 30 days.
 We look forward to doing business with you.

	Totals	
Sub Total	+	\$14,939.00
*** Invoice Total	=	\$14,939.00
Amount Paid	-	\$0.00
*** Transaction Total	=	\$14,939.00
Balance Due =		\$14,939.00

Deposit Paid \$0.00

Signature _____



CONSENT ITEM

Subject: 2 Ton Truck Replacement with Leaf Vacuum

Department/Program: Public Works/Pavement-Property Services

Explanation: As you know, trucks are hard to find in the current market. Public Works has the following budgeted for 2023:

\$225,000- 2 Ton Truck replacement
\$130,000- Leaf vacuum
Total Budget is \$355,000.

We have located a 2 ton cab and chassis through Truck Centers in Troy, IL, and a leaf vacuum attachment through Woody's Municipal Supply in Edwardsville, IL, through the MoDOT State contract.

Recommendation: Purchase a 2023 M108SD Freightliner with a leaf vacuum attachment from Truck Centers and Woody's Municipal Supply for \$ 352,446.80

Submitted By: Jim Link

Date: 1-12-2023

Prepared for:
Ryan Reed
MISSOURI DOT
830 MoDOT Drive
605CO23000319
JEFFERSON CITY, MO 65109
Phone: (573) 751-3685

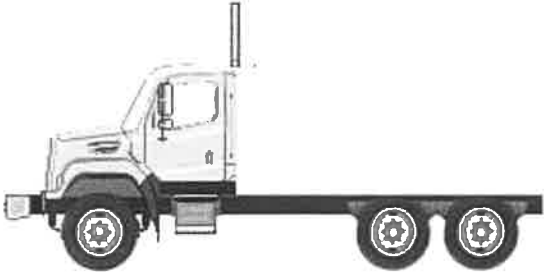
Prepared by:
Matt Pace
TRUCK CENTERS, INC.
2280 FORMOSA RD.
TROY, IL 62294
Phone: 618-667-3454

A proposal for
MISSOURI DOT

Prepared by
TRUCK CENTERS, INC.
Matt Pace

Dec 18, 2022

Freightliner 108SD



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
 Ryan Reed
 MISSOURI DOT
 830 MoDOT Drive
 605CO23000319
 JEFFERSON CITY, MO 65109
 Phone: (573) 751-3685

Prepared by:
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 TRUCK CENTERS, INC.
 2280 FORMOSA RD.
 TROY, IL 62294
 Phone: 618-667-3454

Q U O T A T I O N

108SD CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
 CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-
 FT @ 1200 RPM
 ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 S23-170E 23,000# R-SERIES HIGH ENTRY SINGLE REAR
 AXLE
 26,000# FLAT LEAF SPRING REAR SUSPENSION WITH
 RADIUS ROD
 DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP
 SINGLE FRONT AXLE
 14,600# TAPERLEAF FRONT SUSPENSION
 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
 CAB
 4575MM (180 INCH) WHEELBASE
 7/16X3-9/16X11-1/8 INCH STEEL FRAME
 (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
 1650MM (65 INCH) REAR FRAME OVERHANG
 TEM TO EVALUATE AND INSTALL FRAME RAIL
 REINFORCEMENT AS NEEDED FOR FRONT
 FRAME MOUNTED EQUIPMENT
 HENDRICKSON EX20 COMP 20,000# FL1 STEERABLE
 16.5X6 BRAKE INTEGRAL PUSHER AXLE

		PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	102,960 \$	102,960
EXTENDED WARRANTY		\$	405 \$	405
DEALER INSTALLED OPTIONS		\$	0 \$	0
CUSTOMER PRICE BEFORE TAX		\$	103,365 \$	103,365

TAXES AND FEES

TAXES AND FEES	\$	0 \$	0
OTHER CHARGES	\$	0 \$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0) \$	(0)
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BALANCE DUE		(LOCAL CURRENCY) \$	103,365 \$	103,365
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Prepared for:
Ryan Reed
MISSOURI DOT
830 MoDOT Drive
605CO23000319
JEFFERSON CITY, MO 65109
Phone: (573) 751-3685

Prepared by:
Matt Pace
TRUCK CENTERS, INC.
2280 FORMOSA RD.
TROY, IL 62294
Phone: 618-667-3454

Customer: X _____ Date: ___ / ___ / ___.



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S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear	Retail Price
Price Level				
PRL-27D	SD PRL-27D (EFF:MY24 ORDERS)			STD
Data Version				
DRL-024	SPECPRO21 DATA RELEASE VER 024			N/C
Vehicle Configuration				
001-176	108SD CONVENTIONAL CHASSIS	6,829	3,748	\$124,670.00
004-224	2024 MODEL YEAR SPECIFIED			STD
002-004	SET BACK AXLE - TRUCK			STD
019-001	TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10	\$1,025.00
003-001	LH PRIMARY STEERING LOCATION			STD
General Service				
AA1-003	TRUCK/TRAILER CONFIGURATION			N/C
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			N/C
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE			N/C
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-010	DIRT/SAND/ROCK COMMODITY			N/C
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 14600.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs			
A67-99D	EXPECTED PUSHER AXLE(S) LOAD : 12350.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 49950.0 lbs			

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A70-99D	EXPECTED GROSS COMBINATION WEIGHT :	
	65000.0 lbs	
Truck Service		
AA3-018	FRONT PLOW/END DUMP BODY	N/C
AF3-2B1	VIKING-CIVES MIDWEST	N/C
Engine		
101-3BP	CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-FT @ 1200 RPM	\$3,051.00
Electronic Parameters		
79A-065	65 MPH ROAD SPEED LIMIT	N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT	N/C
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM	N/C
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED	N/C
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM	N/C
79Q-002	PTO RPM WITH CRUISE RESUME SWITCH - 700 RPM	N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH	N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND	N/C
80G-002	PTO MINIMUM RPM - 700	N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH	N/C
Engine Equipment		
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION	STD
99D-010	NO 2008 CARB EMISSION CERTIFICATION	N/C
13E-001	STANDARD OIL PAN	STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL	STD
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED	\$25.00
124-1E1	DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	\$143.00
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	STD
290-017	BATTERY BOX FRAME MOUNTED	STD
281-001	STANDARD BATTERY JUMPERS	STD
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB	\$18.00
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN	STD
289-001	NON-POLISHED BATTERY BOX COVER	STD

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87P-001	CAB AUXILIARY POWER CABLE	5		\$62.00
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20		STD
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	\$816.00
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			(\$3.00)
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			N/C
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10	N/C
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			(\$17.00)
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)			N/C
273-060	HIGH SPEED AIR POWERED ON/OFF ENGINE FAN CLUTCH			\$252.00
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			STD
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			STD
266-104	1115 SQUARE INCH ALUMINUM RADIATOR			STD
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4		\$92.00
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR			N/C
132-004	ELECTRIC GRID AIR INTAKE WARMER			STD

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155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	STD
Transmission		
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	(\$75.00)
Transmission Equipment		
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV	STD
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES	N/C
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY	STD
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY	STD
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY	N/C
84F-016	S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY	N/C
84G-013	2100 RPM PRIMARY MODE SHIFT SPEED	N/C
84H-014	2200 RPM SECONDARY MODE SHIFT SPEED	N/C
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED	STD
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES	STD
353-026	VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS, AT BACK OF CAB	\$574.00
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED	\$23.00
362-824	(2) CUSTOMER INSTALLED CHELSEA 280 SERIES PTO'S	N/C
363-011	PTO MOUNTING, LH AND RH SIDES OF MAIN TRANSMISSION	N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN	STD
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED	STD
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013	STD

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370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		STD
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		STD
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		STD

Front Axle and Equipment

400-1A8	DETROIT DA-F-14.7-3 14,700# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE	10	\$980.00
402-049	MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		N/C
403-002	NON-ASBESTOS FRONT BRAKE LINING		STD
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		\$8.00
427-001	FRONT BRAKE DUST SHIELDS	5	\$102.00
409-006	FRONT OIL SEALS		STD
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		STD
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		STD
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		STD
406-001	STANDARD KING PIN BUSHINGS		STD
536-012	TRW TAS-85 POWER STEERING	40	N/C
539-003	POWER STEERING PUMP		STD
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		STD
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		\$17.00

Front Suspension

620-010	14,600# TAPERLEAF FRONT SUSPENSION	170	\$484.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		STD
410-001	FRONT SHOCK ABSORBERS		STD

Rear Axle and Equipment

420-1U6	S23-170E 23,000# R-SERIES HIGH ENTRY SINGLE REAR AXLE	180	\$4,813.00
421-614	6.14 REAR AXLE RATIO		N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		STD
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20 STD
423-019	MERITOR 16.5X8.82 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		\$156.00

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433-002	NON-ASBESTOS REAR BRAKE LINING		STD
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		N/C
451-023	CONMET CAST IRON REAR BRAKE DRUMS		\$27.00
425-002	REAR BRAKE DUST SHIELDS	5	\$130.00
440-006	REAR OIL SEALS		STD
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		STD
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		STD
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		STD
42T-001	STANDARD REAR AXLE BREATHER(S)		STD

Rear Suspension

622-1DA	26,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD	40	\$141.00
621-006	SPRING SUSPENSION - 2.25 INCH AXLE SPACER	10	\$247.00
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		STD
623-005	FORE/AFT CONTROL RODS		STD

Pusher / Tag Equipment

*	035-129	HENDRICKSON EX20 COMP 20,000# AIR LIFT STEERABLE PUSHER SUSPENSION, 16.5X6 BRAKES, FL1 AXLE	695	1,290	\$12,222.00
	443-127	HENDRICKSON EX20 COMP 20,000# FL1 STEERABLE 16.5X6 BRAKE INTEGRAL PUSHER AXLE			N/C
	874-015	(1) DASH VALVE AND (1) GAUGE FOR SINGLE LIFT AXLE			N/C
	87F-005	LIFT AXLE WIRING, LIFT IN REVERSE, WITH LAST STATE RETENTION WITH IGNITION OFF			N/C
	896-014	(1)REGULATOR MOUNTED ON CHASSIS FOR SINGLE LIFT AXLE			N/C
	456-1AF	HENDRICKSON 16.5X6 CAST SPIDER CAM PUSHER/TAG BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			N/C
	457-002	NON-ASBESTOS PUSHER/TAG BRAKE LINING			N/C
	448-023	CONMET CAST IRON PUSHER/TAG BRAKE DRUMS			N/C
	429-001	PUSHER/TAG BRAKE DUST SHIELDS		5	N/C
	442-016	PUSHER/TAG OIL SEALS			N/C
	444-001	VENTED PUSHER/TAG HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL			N/C

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445-075	HALDEX LONGSTROKE PUSHER/TAG AXLE SERVICE CHAMBERS	N/C
458-003	HALDEX AUTOMATIC PUSHER/TAG SLACK ADJUSTERS	N/C
626-132	HENDRICKSON EX20 COMP 20,000# AIR LIFT STEERABLE PUSHER SUSPENSION	N/C
627-001	52 INCH AXLE SPACING PUSHER/TAG	N/C

Brake System

490-100	WABCO 4S/4M ABS	STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES	STD
904-001	FIBER BRAID PARKING BRAKE HOSE	STD
412-001	STANDARD BRAKE SYSTEM VALVES	STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM	STD
413-002	STD U.S. FRONT BRAKE VALVE	STD
* 432-021	(2) 3-4.5 PSI RELAY VALVES, ONE FOR TANDEM AXLE AND ONE FOR PUSHER/TAG	N/C
480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER	\$2.00
479-003	AIR DRYER MOUNTED INBOARD ON LH RAIL	N/C
460-001	STEEL AIR BRAKE RESERVOIRS	STD
477-036	PULL CABLES ON ALL AIR RESERVOIRS WITH KEY RING TYPE ATTACHMENT	\$3.00

Trailer Connections

914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS	N/C
296-027	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE	\$59.00
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	N/C
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT	STD

Wheelbase & Frame

545-457	4575MM (180 INCH) WHEELBASE	N/C
* 546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	240 130 \$720.00
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT	N/C
552-032	1650MM (65 INCH) REAR FRAME OVERHANG	N/C
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH	N/C

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549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20	\$4.00
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 114.57 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 111.57 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 310.28 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 32.28 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 62.07 in			N/C
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD

Chassis Equipment

556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203	-110		(\$488.00)
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		\$80.00
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD			\$218.00

Fuel Tanks

204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	-10		\$30.00
218-005	RECTANGULAR FUEL TANK(S)			N/C
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1J1	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER"	-5		\$51.00
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD

Tires

093-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES	100		\$482.00
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094-12P	CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES	92	(\$412.00)
* 095-12P	CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL PUSHER/TAG TIRES	-20	\$1,230.00
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		STD
449-060	CONMET PRESET PLUS PREMIUM IRON PUSHER/TAG HUBS		N/C
Wheels			
502-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	\$204.00
505-545	MAXION WHEELS 90260 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS	80	(\$32.00)
* 509-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC PUSHER/TAG WHEELS	26	\$390.00
496-011	FRONT WHEEL MOUNTING NUTS		STD
497-011	REAR WHEEL MOUNTING NUTS		STD
495-011	PUSHER/TAG WHEEL MTG NUTS		N/C
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES		\$32.00
Cab Exterior			
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		STD
650-008	AIR CAB MOUNTING		STD
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		STD
667-037	SHORT FENDER WITH MUDFLAP		\$141.00
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	\$115.00
678-001	LH AND RH GRAB HANDLES		STD
646-041	STATIONARY BLACK GRILLE		STD
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE		STD
644-004	FIBERGLASS HOOD		STD
690-017	HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5	\$186.00
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED		STD
726-002	DUAL ELECTRIC HORNS		\$14.00
728-001	SINGLE HORN SHIELD		STD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		STD

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312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS	STD
302-047	LED AERODYNAMIC MARKER LIGHTS	\$34.00
311-025	HEADLIGHTS ON WITH WIPERS, WITH LOW BEAM DAYTIME RUNNING LIGHTS	\$21.00
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS	STD
300-015	STANDARD FRONT TURN SIGNAL LAMPS	STD
744-1BG	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS	\$93.00
797-001	DOOR MOUNTED MIRRORS	STD
796-001	102 INCH EQUIPMENT WIDTH	STD
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS	N/C
729-001	STANDARD SIDE/REAR REFLECTORS	STD
275-061	PARK BRAKE REMINDER WARNING SYSTEM	\$3.00
768-043	63X14 INCH TINTED REAR WINDOW	STD
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS	(\$117.00)
654-003	MANUAL DOOR WINDOW REGULATORS	N/C
663-029	1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD	\$423.00
659-006	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR	\$15.00

Cab Interior

707-1AK	OPAL GRAY VINYL INTERIOR	N/C
706-013	MOLDED PLASTIC DOOR PANEL	STD
708-013	MOLDED PLASTIC DOOR PANEL	STD
772-006	BLACK MATS WITH SINGLE INSULATION	STD
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER	STD
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING	STD
694-010	IN DASH STORAGE BIN	STD
742-007	(2) CUP HOLDERS LH AND RH DASH	STD
680-006	GRAY/CHARCOAL FLAT DASH	STD
860-004	SMART SWITCH EXPANSION MODULE	\$196.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER	STD
701-001	STANDARD HVAC DUCTING	STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH	STD
170-015	STANDARD HEATER PLUMBING	STD

Prepared for:
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 605CO23000319
 JEFFERSON CITY, MO 65109
 Phone: (573) 751-3685

Prepared by:
 Matt Pace
 TRUCK CENTERS, INC.
 2280 FORMOSA RD.
 TROY, IL 62294
 Phone: 618-667-3454

130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-034	PREMIUM INSULATION			\$145.00
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF			STD
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
78G-004	KEY QUANTITY OF 4			\$18.00
655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS			N/C
284-045	(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH			\$1.00
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		\$167.00
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10	\$255.00
759-006	DUAL DRIVER SEAT ARMRESTS AND INBOARD PASSENGER SEAT ARMREST	6		\$104.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER			\$2.00
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER			\$4.00
763-102	HIGH VISIBILITY ORANGE SEAT BELTS			\$13.00
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10		\$478.00
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL			STD
734-004	GRAY CENTER INSTRUMENT PANEL			STD
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK			N/C
870-001	BLACK GAUGE BEZELS			N/C
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD

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840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		STD
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		STD
721-001	97 DB BACKUP ALARM	3	\$47.00
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		STD
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		STD
844-001	2 INCH ELECTRIC FUEL GAUGE		STD
148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		\$110.00
163-001	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		N/C
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		STD
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		STD
33A-051	WIRING PROVISION FOR CUSTOMER FURNISHED ROOF MOUNTED LIGHTBAR WITH 2 WIRES HANDLE UP TO 30 AMPS OF CURRENT		\$212.00
372-035	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	10	\$69.00
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		STD
679-001	OVERHEAD INSTRUMENT PANEL		N/C
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10	\$490.00
747-001	DASH MOUNTED RADIO		N/C
750-002	(2) RADIO SPEAKERS IN CAB		N/C
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		\$23.00
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		\$9.00
749-016	CB WIRING ONLY TO ROOF/OVERHEAD CONSOLE; NO MOUNTING PROVISION		\$32.00
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		STD

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817-001	STANDARD VEHICLE SPEED SENSOR	STD
812-001	ELECTRONIC 3000 RPM TACHOMETER	STD
162-011	IDLE LIMITER, ELECTRONIC ENGINE	N/C
329-092	(8) IGN CONTROLLED EXTRA SWITCHES WITH IND LIGHTS WIRED TO POWER DIST BOX WITH RELAYS PROVIDING 20 AMPS PER CIRCUIT TO JUNCTION BLOCK AND 1 CIRCUIT AT 30 AMPS	\$438.00
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH	\$12.00
482-001	BW TRACTOR PROTECTION VALVE	N/C
883-001	TRAILER HAND CONTROL BRAKE VALVE	N/C
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY	STD
660-025	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY PROGRAMMED TO SLOWEST SPEED WITH PARK BRAKE SET	\$19.00
304-039	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH AND DUAL CONNECTORS AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS, LOW BEAMS OFF WITH HIGH BEAMS	\$214.00
882-021	TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR	\$13.00
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE	STD
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS	STD

Design

065-000	PAINT: ONE SOLID COLOR	STD
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Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY	STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT	STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)	STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)	STD
96E-972	POWDER WHITE (N0006EA) PUSHER/TAG WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)	N/C
963-003	STANDARD E COAT/UNDERCOATING	STD

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS	STD
---------	--	-----

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Secondary Factory Options

	998-001	CORPORATE PDI CENTER IN-SERVICE ONLY	N/C
N	999-034	DEALER ADVISED AND ACCEPTS TERMS OF PIL#395; SPEED OF LOADED VEHICLE MUST BE LIMITED TO 5 MPH MAXIMUM WHEN LIFTABLE AXLE IS RAISED	N/C

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Adjusted List Price

Adjusted List Price ** \$156,555.00

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight [†]	8345 lbs	5624 lbs	13969 lbs
Total Weight [†]	8345 lbs	5624 lbs	13969 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

	PMV-021	GHG21 ENHANCEMENT PRICE	\$510.00
	RAG-020	CUMMINS TARIFF CHARGE - \$205	\$205.00
N	RAT-24Y	MY24 ESCALATOR	\$1,500.00
	RFY-022	FRONT TIRE SURCHARGE	\$60.00
	RFU-022	REAR TIRE SURCHARGE	\$120.00
	RFZ-024	MY24/CY23 PRICING SURCHARGE	\$3,750.00
	P73-2FT	STANDARD DESTINATION CHARGE	\$3,375.00

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Extended Warranty

WAG-038 TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING \$405.00
COVERAGE \$1200 CAP FEX APPLIES

Currency Exchange Rate 1.0000

Total Extended Warranty (Local Currency) \$405.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

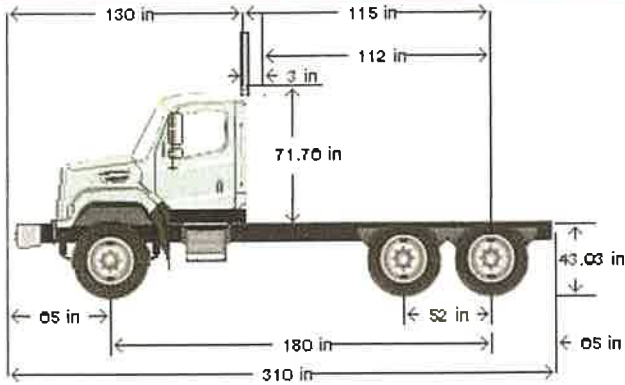
(**) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Wheelbase (545)	4575MM (180 INCH) WHEELBASE
Rear Frame Overhang (552)	1650MM (65 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

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Dimensions	Inches
Bumper to Back of Cab (BBC)	130.1
Bumper to Centerline of Front Axle (BA)	64.6
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	114.6
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	111.6
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	179.6
Cab Height (CH)	71.8
Wheelbase (WB)	180.1
Frame Overhang (OH)	65.0
Overall Frame Length	310.3
Overall Length (OAL)	309.7
Rear Axle Spacing	0.0
Pusher/Tag Axle Spacing	52.0
Unladen Frame Height at Centerline of Rear Axle	43.9

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

The Chassis Mounted Vacuum Leaf and Debris Collector is a self-contained, engine-driven vacuum machine that can pick up and completely mulch leaves and debris from curb sides, median strips, ditches, open spillways, and other areas, then deposit the mulch in an integral, all-steel hopper.



Engine

The engine says it all when it comes to a machine like this. That's why we engineered our vacuum leaf collector with the Kohler KDI 2504 TCR Final Tier 4, 4-cycle turbo diesel engine at 74 HP.

Blower Housing

The blower housing contains a fan that is 30" in diameter. These contain six 3/8" AR-400 steel blades that are stress relieved and statically and dynamically balanced. The 30" fan generates 24,200 CFM. Our fan and blower housing can handle even the heaviest of wet leaves and debris.

Hose Boom Options

- 6-way remote boom with engine-driven hydraulics and in-cab joystick controller
- In-cab engine Stop/Start gauges

Hopper

Our models are available in 25 and 30 cubic-yard capacities. They have 12-gauge, all-welded steel construction with 3" channels encircling the body. With an engine-driven, hydraulic hoist, even the heaviest loads are handled easily. This means you can handle more debris with less effort. You can let the machine work for you.

UNIT CONFIGURATIONS

- Chassis mounted
- Roll-off mounted

ENGINES

- Kohler KDI 2504 TCR Final Tier 4, 4-cycle turbo diesel engine at 74 HP

ENGINE GAUGES

- Electronic throttle with digital read out
- Keyed On/Start/Off switch
- Digital Voltmeter, Tachometer, Hour Meter, Water Temperature and Oil Pressure with safety shut-off
- Emergency stop button
- In-cab control

POWER TAKE-OFF

- Fluid coupler
- Push button, auto-engage clutch

FUEL TANK

- 30 Gallon capacity, poly

HOPPER DIMENSIONS

- 25 & 30 yd. — 101" wide, 118" high

PAINT

- White enamel automotive finish paint
- Custom colors available

INTAKE ATTACHMENTS

- Hose quick disconnect

SAFETY

- LED brake lights, side clearance lights, side reflector, turn signals and truck connector kit
- Amber rotating beacon or strobe
- LED strobe light top and bottom (4) mounted with on/off toggle switch
- Custom camera systems

REAR DOORS

Units are available with either:

- One-piece, top-hinged rear door with spring-compensated counter balance to aid in holding the door open for dumping
- Two-piece, heavy duty, side-hinged, overlapping rear doors that open with ease and can be locked into place while dumping

HOSE OPTIONS

- 12'x16" lightweight rubber intake hose

HOSE BOOM OPTIONS

- 6-way remote boom with engine-driven hydraulics and in-cab joystick controller
- In-cab engine Stop/Start gauges

HOPPER

- Available in 25 and 30 cubic yard capacity
- 12 gauge all welded steel construction with 3" channels encircling the body.
- Engine-driven, hydraulic, self-dumping hopper with replaceable aluminum mesh and expanded metal screen
- Conspicuity tape on side, rear, and bumper of unit
- Top mounted hood air deflector

HOPPER FRAME

Heavy main frame made of 5" @ 9 pounds per foot channel supporting full length and width of hopper. Rear bumper is made of channel housing safety lights with conspicuity tape and license plate bracket

- 25 yd. — 100-3/4" wide, 149" long
- 30 yd.. — 101" wide, 159" long

BLOWER FAN

Six 3/8" AR-400 steel blades, stress relieved and balanced

- 30" diameter fan generates 24,200 CFM

Some items listed are optional equipment.

Woody's Municipal Supply Co.

Leading the way in municipal sales and service

Office: 618-656-5404 Fax: 618-656-6105
www.Woody'sMunicipal.com



1/10/2023

Attn: Robert Farek

Customer: CITY OF BALLWIN

Delivery Location: MO

	Amount
ALC-25 YD Hooklift Frame Leaf Collector, 6 Way Boom	
- 6 way remote boom with engine driven hydraulics and in cab joystick controller (w/ 6 way boom)	
- Logan auto engage clutch (Standard w/ 6 way boom)	
- In cab engine stop/start and gauges	
- 10 foot x 16 inch diameter urethane intake hose	
- Hose quick disconnect (w/ 6 way boom)	
- 30" diameter, 6 blade fan (w/ 6 way boom)	
- LED lighting with rotating rear beacon mounted to doo	
- Conspicuity tape, rear mount ICC bumper	
- Kohler Engine - 74HP Diesel, Electronic Throttle and Gauges	
- Top Hinge Door	
- Quick Connect on Suction hose	
- Wireless Controller	
- Fire Extinguisher	
Total Cost with PDL, Training, and installation.	\$132,343.50



Woody's Municipal Supply Co.

"Leading the way in municipal sales and service"
 PO Box 432 Office: 618-656-5404
 Edwardsville, IL 62025 Fax: 618-656-6105
 www.WoodysMunicipal.com

QUOTE - DO NOT PAY

Section 9, Item b.

Quote: 01-864
 Date: 12/21/2022

PO:
 CustId: BALLWIN MO.

Cust Email:
 Phone: (636) 227-8580
 Salesperson: CGoclan
 User: TMoore

Bill To:
 Ballwin, MO., City of
 1 Government Center
 Ballwin, MO 63011

Ship To:
 Ballwin, MO., City of

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
XR10S-3250	QU	Hiab XR10S-3250 Bod - 22000lb Hook Lift 11' Subframe: 12' Subframe: 22000lb capacity: 8"x10" Ground Roller: Body Locks: Body up warning: Full Width Bumper: Hook Safety Latch: Maint Prop: Poly Fenders: Top coat Primer: Zinc Primer:	1.0000		\$111,841.60		
		Total XR10S-3250					\$111,841.60
430USMS-11	QU	Galion 430USMS-11 Bod - 11' Dump Body 2 ovals in rear post: Cabshield: 1/2x86 Integral Floor: 3/16 AR450 Front: 26" LED light kit: Rear: 26" Side Bracing: V out Sides: 26" Structure: 7 Gauge Hi Ten Steel Tailgate: 6 panel double acting Tarp Rail: With Grip Strut Tie downs: Welded on both sides	1.0000		\$0.00		
		Total 430USMS-11					\$0.00
Envision	QU	Allied Envision Bod - Central Hydraulics 7" Touch Screen: Connectors: All labeled and LED Connector Valve: Zinc Primed Valve Enclosure: Stainless Steel	1.0000		\$0.00		
		Total Envision					\$0.00
14511A575111	QU	Buyers 14511A575111	1.0000		\$0.00		

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QUOTE - DO NOT PAY

Section 9, Item b.

Quote: 01-864
 Date: 12/21/2022

PO:
 CustId: BALLWIN MO.

Cust Email:
 Phone: (636) 227-8580
 Salesperson: CGoclan
 User: TMoore

Bill To:
 Ballwin, MO., City of
 1 Government Center
 Ballwin, MO 63011

Ship To:
 Ballwin, MO., City of

		Spr - SPREADER 11FT X 57in 304SST HYD 50:1 2 independent Motors: Hydraulic 304 Stainless: Conveyor Chain: 24" Inverted V: Stainless adjustable Light Bar: LED Spinner: 20" Poly Top Screens: 3/8" hinged top screen			
		Total 14511A575111			\$0.00
Lighting	QU	Lighting	1.0000	\$0.00	
		Bod - Lighting Package 15" Mini Lights bars: 2 mounted on action bar 72" Action Bar: Cab Mounted Amber/Clear Strobes: Grill, side, rear Body Strobes: In rear post of dump body LED Stop turn tail: In rear post of dump body Work/Flood Light: 22" center mounted on action bar			
		Total Lighting			\$0.00
Towing Package	QU	Towing Package	1.0000	\$0.00	
		Bod - Towing/Misc 18x18x24 Toolbox: Diamond Tread 2 D Rings: 3/4" Steel Hitch Plate: Aero Tarp System: Mesh with auto raise, remote Mud Flaps: On Spot Tire Chains: Pintle Hitch: 30 ton Trailer Plugs: 6 in round, 7 pin flat			
		Total Towing Package			\$0.00
Hook Lift Skids	QU	Hook Lift Skids	1.0000	\$4,896.70	
		Bod - Body Subframe-11' long @54" Hook Height			
		Total Hook Lift Skids			\$4,896.70
Total:					\$116,738.30

Totals		Sub Total:	\$116,738.30
		Total Tax:	\$0.00
		Invoice Total:	\$116,738.30

Quote good for 30 days



STAFF REPORT

Subject: Golf Course Greens Roller

Department/Program: Parks & Recreation

Explanation:

The 2023 budget includes \$16,400 for the purchase of a new greens roller. If approved, the purchase of this greens roller would be through the Sourcewell Government Purchasing Program.

This new roller will replace an old, worn out unit as well as allow one person to do the job of two people. It will also allow us to skip mowings, keep the putting surface smoother and increase green speed.

Pricing continues to rise at a rapid pace. Since we began preparing our budget in September, the price for this unit has risen over \$400, hence the staff report as opposed to a consent item.

Recommendation:

Award the purchase of the greens roller to MTI Distributing in the amount of \$16,812.90.

Submitted By: Chris Conway, CPRP, Director of Parks & Recreation

Date: January 11, 2023



MTI Distributing
Equipment Quote
January 5, 2023



Section 13, Item a.

Ballwin Golf Club
Chris Root

Quote Expiration Date: 2/4/2023

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
1	44913	GreensPro 1260	\$16,812.90	\$16,812.90
*sourcewell pricing			Subtotal	\$16,812.90
			9.738% Sales Tax	exempt
			Total	\$16,812.90

Quote validity: As a result of supply chain disruptions effecting availability and pricing, the pricing above cannot be guaranteed. Should you commit to a non-binding purchase commitment, a firm quote including finance rates will be provided when product becomes available.

Quote is valid for 30 days; pending product availability
 Net 30 Terms with qualified credit
 New Toro commercial equipment comes with a two-year manufacturer warranty
 Equipment delivery and set-up at no additional charge
 All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Eric Bickel
Commercial Sales Manager
 314-750-7347

Mandi Prinsen
Inside Sales Representative
 763-592-5641

MTI Distributing, Inc. • 8901 Springdale Ave • Berkeley, MO 63134

I commit to the purchase as detailed on quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. I understand that the quoted pricing above is not guaranteed and that I will be provided a new proposal when product becomes available.

Name:

Signature:

Date: