

**COMMISSION MEETING AGENDA
TUESDAY, FEBRUARY 13TH, 2024 6:30 P.M.**

- A. CALL TO ORDER** – Mayor Alec Hendryx
- B. ROLL CALL**
- C. INVOCATION** – Joe Brooks, Salvation Army
- D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- E. REVIEW OF AGENDA**
- F. CONSENT AGENDA**
 - 1. City Commission Meeting Minutes – Tuesday, January 23rd, 2024
 - 2. 2024 Appropriation Ordinance No. AO-24-03 \$1,496,800.45
- G. COMMENTS**
 - 1. Comments from Public

Any citizen desiring to address the Commission shall be recognized, advance to the podium, state his/her name and address for the record. Comments shall be limited to 3 minutes unless extended by a vote of the majority of the Commission. The Commission does not hear matters involving litigation or City Personnel. The Commission does not take action on subjects not on the agenda unless unusual or hardship conditions exist. Citizens may address the Commission on agenda items as they are brought to the floor.
- REGULAR AGENDA ITEMS**
- H. PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s).**
- I. OLD BUSINESS**
- J. NEW BUSINESS**
 - 1. Resolution R-24-03 a Resolution to implement Personnel Memorandums of Agreement with International Brotherhood of Electrical workers, Local #2523; and International Union of Operating Engineers Local 123 AFL-CIO, effective January 1st, 2024 through December 31st, 2025.
 - 2. Resolution R-24-04 a Resolution to establish the end of the Water Warning for the City of Coffeyville.
 - 3. Resolution R-24-05 a Resolution to approve repairs to the elevator in the Fire Department at the Emergency Services Building and enter into a Maintenance Agreement with KONE.
 - 4. Resolution R-24-06 a Resolution to authorize issuance of a purchase order to Tyler Technologies for migration and upgrade of city financial software and purchase of Tyler Content Manager.
 - 5. Ordinance S-24-01 an Ordinance establishing a Land Bank pursuant to K.S.A. 12-5901.
 - 6. City Manager's Report
 - 7. Comments from Commissioners and Staff
- K. EXECUTIVE SESSION(s)**
- L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES**
 - 1. Building Permit Report – January 2024
 - 2. Hillcrest Golf Course Report – January 2024
- M. ADJOURN**

COMMISSION MEETING MINUTES
TUESDAY, JANUARY 23RD, 2024 6:30 P.M.

The Board of Commissioners met in Regular Session at 6:30 p.m. in the Commission Room. The meeting was called to order by Mayor Hendryx.

Present:

COMMISSIONER DON EDWARDS
COMMISSIONER JIM FALKNER
COMMISSIONER ALEC HENDRYX
COMMISSIONER DEBORAH MAPLES
COMMISSIONER ANN MARIE VANNOSTER

City Staff in attendance:

INTERIM CITY MANAGER TIM WILSON
CITY CLERK MELISSA CARTER
CITY ATTORNEY PAUL KRITZ
DIRECTOR OF IT CHRIS FELIX
DIRECTOR OF PUBLIC WORKS THOMAS OSBORN
DIRECTOR OF WASTEWATER SERVICES SHANE GEORGE
DIRECTOR OF BUILDING SERVICES MATT CONGER
CODE ENFORCEMENT OFFICER ANGIE STEVENS
FOREMAN OF WASTEWATER COLLECTION SHORTY FOREMAN
UTILITY COMPLIANCE MANAGER KEVIN MERSBERG
DIRECTOR OF HOUSING CHARLA BROWN

- A. CALL TO ORDER – Mayor Alec Hendryx**
- B. ROLL CALL**
- C. INVOCATION – Paul Kritz**
- D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- E. REVIEW OF AGENDA**

MOTION: Move to Amend the Agenda to add an Executive Session for consultation with the City Attorney regarding matters that would be deemed privileged in the attorney- client relationship.

ACTION: MOTION: VANNOSTER SECOND: EDWARDS
ROLL CALL: ALL AYE

F. CONSENT AGENDA

- 1. City Commission Meeting Minutes – Tuesday, January 9th, 2024
- 2. 2024 Appropriation Ordinance No. AO-24-02 \$5,270,479.33

MOTION: Move to approve items 1 & 2 of the consent agenda as presented.

ACTION: MOTION: VANNOSTER SECOND: MAPLES
ROLL CALL: ALL AYE

**COMMISSION MEETING MINUTES
TUESDAY, JANUARY 23RD, 2024**

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3. 2024 Appropriation Ordinance No. AO-24-02A (Isham's)

\$68.47

MOTION: Move to approve item 3 of the consent agenda as presented.

ACTION: MOTION: EDWARDS SECOND: FALKNER
ROLL CALL: MAPLES – AYE, EDWARDS - AYE,
VANNOSTER – ABSTAIN, FALKNER– AYE, HENDRYX - AYE

G. COMMENTS

1. Comments from Public

Any citizen desiring to address the Commission shall be recognized, advance to the podium, state his/her name and address for the record. Comments shall be limited to 3 minutes unless extended by a vote of the majority of the Commission. The Commission does not hear matters involving litigation or City Personnel. The Commission does not take action on subjects not on the agenda unless unusual or hardship conditions exist. Citizens may address the Commission on agenda items as they are brought to the floor.

REGULAR AGENDA ITEMS

H. PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s).

1. 2023 City of Coffeyville Employee Service Awards.

City Clerk Melissa Carter and directors of departments presented Service Awards to the employees in attendance and read the names of those that were unable to attend.

2. Coffeyville Area Chamber of Commerce Year End Report 2023.

Candi Westbrook, President of the Coffeyville Area Chamber of Commerce came to the podium and went over the membership, events, economic development programs offered, Tourism events and activities, business and community engagement and collaboration efforts the Coffeyville Area Chamber of Commerce did in 2023.

I. OLD BUSINESS

1. Second Reading of Ordinance G-24-01 an Ordinance amending Chapter 2, Article III, Division I, Section 2-50 of the Code of Ordinances of the City of Coffeyville, Kansas and replacing any conflicting Ordinances or parts thereof. (Employee Residency Requirements)

MOTION: Move to approve Second Reading of Ordinance G-24-01 as presented.

ACTION: MOTION: EDWARDS SECOND: HENDRYX
ROLL CALL: ALL AYE

J. NEW BUSINESS

1. Discussion and Action to make an appointment to the Coffeyville Recreation Commission. Applicants Mike O'Connor and Meredith Smith came to the podium to state why they would like to be on the Coffeyville Recreation Commission.

MOTION: Move to appoint Meredith Smith to the Coffeyville Recreation Commission for a term expiring March 10th, 2028.

ACTION: MOTION: MAPLES SECOND: FALKNER
ROLL CALL: ALL AYE

**COMMISSION MEETING MINUTES
TUESDAY, JANUARY 23RD, 2024**

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2. Discussion and Action to make an appointment to the Planning Commission.

MOTION: Move to appoint Pam Jones to the Planning Commission for a term expiring March 10th, 2028.

ACTION: MOTION: EDWARDS SECOND: FALKNER
ROLL CALL: ALL AYE

3. Resolution R-24-02 a Resolution to approve cancellation of up to \$2,500.00 in utility bills incurred by the Warming Center at 501 E. 9th in Coffeyville, KS during the period beginning January 1, 2024 through March 31st, 2024 and October 1st, 2024 through December 31st 2024.

City Clerk Melissa Carter said that the Warming Center at 501 E. 9th in Coffeyville opened in November of 2023. Touch of Life Ministries turned the old Lowell Elementary School into a place where people can stay if they don't have a warm place to go when temperatures drop to freezing or below. Currently, they have 10 beds but have made room for more when there is need. They serve breakfast, lunch, dinner and provide snacks, drinks and toiletries. During this last period of bitterly cold temperatures and winter weather that Coffeyville received, the Warming Center was open. Through donations and volunteers they were able to stay open 24 hours the majority of those days. During this period, they had anywhere from 3 to 12 people staying at the Center at a time. The Warming Center is operated solely on donations and run by volunteers. This center provides an invaluable service to the Coffeyville community and is the only service of this type in the City limits. Alicia Melton with Touch of Life Ministries came to the podium and discussed the participation, regulations, needs, donations received, their mission to continue to help visitors at the center, and the vision of the future plans of the center.

MOTION: Move to approve Resolution R-24-02 as presented.

ACTION: MOTION: VANNOSTER SECOND: MAPLES
ROLL CALL: ALL AYE

4. Discussion on mandatory trash service contracts.

Director of Public Works Thomas Osborn stated that Coffeyville has a required residential trash service that we contract out. Our current contract is with Republic Trash Service for a three year contract that expires the end of March of 2025. When going out for bid in the past, we have heard that a 3 year contract is not long enough especially if it is a company setting up new service. Mr. Osborn said that the bid specs are almost ready but is asking the Commission their thoughts on extending the contract past 3 years. Discussion ensued on the term of the contract, the size of the trucks, alley pick-up, cost, and bid options. Mr. Osborn will send the proposed bid specs to the Commissioners and set up a work session if they wish.

5. City Manager's Report

Interim City Manager Tim Wilson reported that they have filled some more key positions, there are still some open. The final flyer has been sent to SGR for the City Manager search. Mr. Wilson said City employees have done a great job over the past two weeks. There have been four fires, PD has helped, Public Service treatex the roads and water crews have repaired over 20 leaks. He said that the City really came together and he could not be more

**COMMISSION MEETING MINUTES
TUESDAY, JANUARY 23RD, 2024**

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proud of the job they did. He said we are working on ways to improve every day.

6. Comments from Commissioners and Staff

Commissioner Vannoster said that she would like to echo Tim's remarks about City Employees. She thanked Fire, Police, Electric, Water, Public Service and everybody for what they have been doing. Vice Mayor Falkner apologized to the Commission for not including everyone on the discussion for a series of Town Hall meetings. He asked about the report about the trip to Washington D.C. about the levee raising project because they have yet to receive a formal report on that. Vice Mayor Falkner asked about department tours for the new Commissioners. He then asked about the tennis courts and wants everyone to get on the same page. Tim Wilson said that he has met with multiple partners and everyone is interested in a solution for the tennis courts.

K. EXECUTIVE SESSION(s)

1. Executive Session for preliminary discussion of the acquisition of real property.
2. Executive Session for consultation with the City Attorney regarding matters that would be deemed privileged in the attorney-client relationship.

MOTION: Move to recess to Executive Session for two purposes. First, to engage in a preliminary discussion regarding the acquisition of real property, as permitted by K.S.A. 75-4319(b)(6) of the Open Meetings Act, to include the City Commission, City Manager, City Attorney, Director of Housing, Director of Public Works and Director of Building Services, for a period of 10 minutes; and second, to consult with the City Attorney regarding matters that would be deemed privileged in the attorney-client relationship, as permitted by K.S.A. 75-4319(b)(2) of the Open Meetings Act, to include the same persons, for a period of 10 minutes, to reconvene in the Commission Room at 8:30 p.m.

ACTION: MOTION: EDWARDS SECOND: FALKNER
ROLL CALL: ALL AYE

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

M. ADJOURN

ACTION: MOTION: HENDRYX SECOND: MAPLES
ROLL CALL: ALL AYE

Time the meeting was adjourned: 8:32 pm

Date the minutes were approved:

Melissa Carter, City Clerk

**City of Coffeyville
Department Codings**

010-5-011	General - City Commission	450-5-000	Aquatic Center
010-5-012	General - City Manager		
010-5-013	General - Legal	500-5-000	Capital Equipment
010-5-014	General - Finance		
010-5-015	General - City Clerk	510-5-000	911 Emergency Telephone System
010-5-016	General - City Treasurer		
010-5-017	General - Collections	520-5-000	Capital Improvement
010-5-018	General - Data Processing		
010-5-019	General - Personnel/Risk Management	670-5-000	Veterans Memorial Stadium
010-5-023	General - Police		
010-5-025	General - Animal Control	700-5-000	Refuse/Trash Utility
010-5-041	General - Fire		
010-5-045	General - Inspections	720-5-000	Wireless Internet Utility
010-5-071	General - Engineering		
010-5-091	General - City Hall	760-5-000	Stormwater Utility
010-5-092	General - Other City Buildings		
010-5-131	General - Non-Departmental	800-5-020	Electric - Distribution
010-5-161	General - Public Service - Admin.	800-5-022	Electric - Transmission
010-5-163	General - Public Service - Streets, Alleys	800-5-030	Electric - Generation
		800-5-040	Electric - Administration
020-5-000	Library		
		810-5-020	Electric Depr/Repl - Distribution
090-5-000	Bond & Interest	810-5-022	Electric Depr/Repl - Transmission
		810-5-030	Electric Depr/Repl - Generation
		810-5-040	Electric Depr/Repl - Administration
110-5-023	Local Alcohol Liquor - Police Department		
110-5-760	Local Alcohol Liquor - Special Parks/Rec		
110-5-762	Local Alcohol Liquor - Four County	820-5-000	Electric Debt Service
110-5-763	Local Alcohol Liquor - ADSAP		
110-5-764	Local Alcohol Liquor - MG County BB/BS	840-5-000	Electric Surplus
140-5-000	Youth Activity Center	900-5-026	Water - Distribution
		900-5-027	Wastewater - Distribution
210-5-000	Sales Tax	900-5-036	Water - Treatment
		900-5-037	Wastewater - Treatment
230-5-000	Drug Forfeitures	900-5-046	Water - General
		900-5-047	Wastewater - General
250-5-000	Police VIN Fund		
		910-5-611	W/WW Depr/Repl - WW Projects
340-5-000	Airport Special Projects	910-5-612	W/WW Depr/Repl - Wtr Projects
		910-5-651	W/WW Depr/Repl - WW Equipment
350-5-000	Risk Management	910-5-652	W/WW Depr/Repl - Wtr Equipment
360-5-000	Airport	910-5-662	W/WW Depr/Repl - Infiltration/Inflow Reduction
370-5-000	Hillcrest Golf Course		

PACKET: 04612 AO 24-03 2.13.24 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-51602	ABM SUPPLY						
I-2024-001		VELCRO NAME TAG X 5	52.00				
1/12/2024	AP	DUE: 1/12/2024 DISC: 1/12/2024		1099: N			
		VELCRO NAME TAG X 5		010 5-023-515	CLOTHING	52.00	
=== VENDOR TOTALS ===			52.00				
=====							
01-50105	ACTION COMMUNICATIONS						
I-12901		TRUNKING SITE WITH REPEATER	15,000.00				
1/17/2024	AP	MANUAL CK# 003886 1/17/2024		1099: N			
		TRUNKING SITE WITH REPEATER		420 5-525-850	OTHER EQUIPMENT	15,000.00	
=== VENDOR TOTALS ===			15,000.00				
=====							
01-50300	ALLGEIER, MARTIN & ASSOCIATES,						
I-COFF7023001A-03		PAY #3-LAGOON LINER DESIGN	1,733.00				
1/19/2024	AP	DUE: 2/18/2024 DISC: 2/18/2024		1099: N			
		PAY #3-LAGOON LINER DESIGN		910 5-611-478	PROFESSIONAL SERVICES	1,733.00	
=== VENDOR TOTALS ===			1,733.00				
=====							
01-00082	ALLISON PRYOR						
I-202402061581		MILEAGE, MEAL-WICHITA-PSHRA	197.28				
1/30/2024	AP	DUE: 1/30/2024 DISC: 1/30/2024		1099: N			
		MILEAGE-WICHITA-PSHRA		010 5-019-490	TRAVEL EXPENSE REIMBURSE	190.28	
		MEAL-WICHITA-PSHRA		010 5-019-490	TRAVEL EXPENSE REIMBURSE	7.00	
I-202402061582		MILEAGE-HUMBOLDT-SEKHRA	77.72				
1/30/2024	AP	DUE: 1/30/2024 DISC: 1/30/2024		1099: N			
		MILEAGE-HUMBOLDT-SEKHRA		010 5-019-490	TRAVEL EXPENSE REIMBURSE	77.72	
=== VENDOR TOTALS ===			275.00				
=====							
01-00117	AMAZON CAPITAL SERVICES, INC.						
I-11LM-7XDD-CTJY		IPAD X 2, ANDROID TABLET	1,624.98				
1/09/2024	AP	DUE: 1/09/2024 DISC: 1/09/2024		1099: N			
		IPAD, ANDROID TABLET		010 5-011-845	OFFICE FURNITURE & EQUIP	1,118.99	
		IPAD		500 5-310-845	OFFICE FURNITURE & EQUIP	505.99	
I-161D-QKPT-VVRG		BINDERS, PADS, BATTERIES	134.15				
1/12/2024	AP	DUE: 1/12/2024 DISC: 1/12/2024		1099: N			
		BINDERS, STENO PADS, FLAGS		010 5-131-550	OFFICE SUPPLIES	86.50	
		AA, AAA BATTERIES		010 5-131-505	BATTERIES-NON VEHICLES	28.81	
		COMMAND STRIPS		010 5-131-520	DEPARTMENT SUPPLIES	18.84	

PACKET: 04612 AO 24-03 2.13.24 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-00117	AMAZON CAPITAL SERVICES, INC. (** CONTINUED **)						
I-16M4-NQLX-6L7H		WIRELESS MOUSE	38.99				
1/23/2024	AP	DUE: 1/23/2024 DISC: 1/23/2024		1099: N			
		WIRELESS MOUSE		010 5-071-518	COMPUTER SUPPLIES		38.99
I-17R1-LP7J-CHHY		PLANNERS, CALENDERS, NOTES	84.64				
1/09/2024	AP	DUE: 1/09/2024 DISC: 1/09/2024		1099: N			
		BADGE HOLDERS, POST-ITS		010 5-131-550	OFFICE SUPPLIES		54.97
		MONTHLY PLANNER X 2		360 5-000-550	OFFICE SUPPLIES		19.68
		DESK CALENDAR		010 5-014-550	OFFICE SUPPLIES		9.99
I-17RG-3Q6K-L6WF		IPAD-METER SERVICEMAN	356.98				
1/16/2024	AP	DUE: 1/16/2024 DISC: 1/16/2024		1099: N			
		IPAD-METER SERVICEMAN		800 5-020-845	OFFICE FURNITURE & EQUIP		356.98
I-19DT-CK73-LHHP		WALL MOUNT A/C HEAT UNIT	629.99				
1/25/2024	AP	DUE: 1/25/2024 DISC: 1/25/2024		1099: N			
		WALL MOUNT A/C HEAT UNIT		900 5-036-610	BUILDING MAINTENANCE		629.99
I-1DDG-KCP7-6D66		SCANNER, CALCULATOR, MARKERS	799.20				
1/19/2024	AP	DUE: 1/19/2024 DISC: 1/19/2024		1099: N			
		FUJITSU SCANNER-CSTMR SVC		500 5-310-845	OFFICE FURNITURE & EQUIP		699.00
		CALCULATOR, HIGHLIGHTERS		010 5-016-550	OFFICE SUPPLIES		70.21
		TOOL KIT		010 5-017-580	TOOLS		29.99
I-1GDD-KTTV-MFCH		APPLE 2023 MACBOOK PRO	1,399.00				
2/02/2024	AP	DUE: 2/02/2024 DISC: 2/02/2024		1099: N			
		APPLE 2023 MACBOOK PRO 1/2		500 5-310-845	OFFICE FURNITURE & EQUIP		700.00
		APPLE 2023 MACBOOK PRO 1/2		720 5-000-850	OTHER EQUIPMENT		699.00
I-1HQY-L791-6WDR		ETHENET COUPLER X 20	26.69				
1/19/2024	AP	DUE: 1/19/2024 DISC: 1/19/2024		1099: N			
		ETHENET COUPLER X 20		720 5-000-850	OTHER EQUIPMENT		26.69
I-1K4X-4F74-PX43		FILE FOLDERS	16.65				
1/17/2024	AP	DUE: 1/17/2024 DISC: 1/17/2024		1099: N			
		FILE FOLDERS		010 5-131-550	OFFICE SUPPLIES		16.65
I-1LHL-T3GR-RDY6		UNIFIED IP PHONE X 5	119.75				
1/26/2024	AP	DUE: 1/26/2024 DISC: 1/26/2024		1099: N			
		UNIFIED IP PHONE X 5		500 5-310-845	OFFICE FURNITURE & EQUIP		119.75
I-1NQD-1MFT-JXML		IPAD-HENDRYX	587.96				
1/16/2024	AP	DUE: 1/16/2024 DISC: 1/16/2024		1099: N			
		IPAD-HENDRYX		010 5-011-845	OFFICE FURNITURE & EQUIP		587.96
I-1PDM-YD94-LDKD		TONER CARTRIDGES, SUMP PUMP	340.76				
1/16/2024	AP	DUE: 1/16/2024 DISC: 1/16/2024		1099: N			
		TONER CARTRIDGE X 3		010 5-163-550	OFFICE SUPPLIES		175.70
		SUMP PUMP		800 5-020-520	DEPARTMENT SUPPLIES		165.06

PACKET: 04612 AO 24-03 2.13.24 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-00117 AMAZON CAPITAL SERVICES, INC. (** CONTINUED **)							
=====							
I-1Q1M-3KfV-CFHY		IPAD PROTECTIVE CASE		29.98			
1/28/2024	AP	DUE: 1/28/2024 DISC: 1/28/2024			1099: N		
		IPAD PROTECTIVE CASE			800 5-020-520	DEPARTMENT SUPPLIES	29.98
=====							
I-1RD1-QRC4-36D4		VGA ADAPTER X 2		22.87			
1/17/2024	AP	DUE: 1/17/2024 DISC: 1/17/2024			1099: N		
		VGA ADAPTER X 2			010 5-071-518	COMPUTER SUPPLIES	22.87
=====							
I-1RNJ-Q19T-CN9D		W-2 ENVELOPES, CADDY, PRTCTR		59.15			
1/29/2024	AP	DUE: 1/29/2024 DISC: 1/29/2024			1099: N		
		W-2 ENVELOPES			010 5-019-550	OFFICE SUPPLIES	31.47
		WIRE CADDY			010 5-012-550	OFFICE SUPPLIES	15.34
		SHEET PROTECTORS			010 5-131-550	OFFICE SUPPLIES	12.34
=====							
I-1VP1-TGT3-4Q37		FILE POCKET FOLDER ORGANIZERS		58.94			
1/19/2024	AP	DUE: 1/19/2024 DISC: 1/19/2024			1099: N		
		FILE POCKET FOLDER ORGANIZERS			010 5-131-550	OFFICE SUPPLIES	58.94
=====							
I-1VQF-LV4N-HQY6		IPAD-J. FALKNER		505.99			
1/10/2024	AP	DUE: 1/10/2024 DISC: 1/10/2024			1099: N		
		IPAD-J. FALKNER			010 5-011-845	OFFICE FURNITURE & EQUIP	505.99
=====							
I-1W1H-3P9K-DK9L		TONER CARTRIDGE X 5		94.29			
1/28/2024	AP	DUE: 1/28/2024 DISC: 1/28/2024			1099: N		
		TONER CARTRIDGE X 5			010 5-016-550	OFFICE SUPPLIES	94.29
=====							
I-1WYD-TQ3R-PRC4		NUKOTE BR106N RIBBON X 12		31.51			
1/17/2024	AP	DUE: 1/17/2024 DISC: 1/17/2024			1099: N		
		NUKOTE BR106N RIBBON X 12			010 5-016-550	OFFICE SUPPLIES	31.51
		===== VENDOR TOTALS =====		6,962.47			
=====							
01-53542 ANIXTER, INC.							
=====							
I-5892942-01		SERVICE ENTRANCE SLEEVE X 400		339.00			
1/24/2024	AP	DUE: 1/24/2024 DISC: 1/24/2024			1099: N		
		SERVICE ENTRANCE SLEEVE X 400			800 5-020-520	DEPARTMENT SUPPLIES	339.00
		===== VENDOR TOTALS =====		339.00			
=====							
01-50625 ARTHUR J. GALLAGHER RMS, INC.							
=====							
I-5006892		LIABILITY COVERAGE EXTENSION		5,094.00			
2/02/2024	AP	DUE: 3/04/2024 DISC: 3/04/2024			1099: N		
		LIABILITY COVERAGE EXTENSION			800 5-040-452	INSURANCE	5,094.00
		===== VENDOR TOTALS =====		5,094.00			

PACKET: 04612 AO 24-03 2.13.24 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-50637 ASCENT AVIATION GROUP, INC.						
I-S045472		2/24 AVPOS USER SERVICE FEE	30.00			
2/01/2024	AP	DUE: 2/01/2024 DISC: 2/01/2024		1099: N		
		2/24 AVPOS USER SERVICE FEE		360 5-000-424	CONTRACTUAL AGREEMENTS	30.00
		=== VENDOR TOTALS ===	30.00			
=====						
01-50670 ASPLUNDH TREE EXPERT COMPANY						
I-54095724		TREE TRIMMING THRU 1/13/24	4,634.40			
1/19/2024	AP	DUE: 1/19/2024 DISC: 1/19/2024		1099: N		
		TREE TRIMMING THRU 1/13/24		800 5-020-424	CONTRACTUAL AGREEMENTS	4,634.40
I-55B36024		TREE TRIMMING THRU 1/20/24	2,206.80			
1/26/2024	AP	DUE: 1/26/2024 DISC: 1/26/2024		1099: N		
		TREE TRIMMING THRU 1/20/24		800 5-020-424	CONTRACTUAL AGREEMENTS	2,206.80
I-55S18124		TREE TRIMMING THRU 1/27/24	4,634.40			
2/02/2024	AP	DUE: 2/02/2024 DISC: 2/02/2024		1099: N		
		TREE TRIMMING THRU 1/27/24		800 5-020-424	CONTRACTUAL AGREEMENTS	4,634.40
		=== VENDOR TOTALS ===	11,475.60			
=====						
01-59760 AT&T						
I-0124316A730726		1/24 CONSOLIDATED E911	683.52			
1/25/2024	AP	DUE: 2/24/2024 DISC: 2/24/2024		1099: N		
		1/24 CONSOLIDATED E911		510 5-000-416	COMMUNICATIONS	683.52
		=== VENDOR TOTALS ===	683.52			
=====						
01-59780 AT&T						
C-1123316A250686		11/23 METER STN, PLEXAR LINE	568.78CR			
11/09/2023	AP	DUE: 11/09/2023 DISC: 11/09/2023		1099: N		
		ATMOS METER STATION MODEM LINE		800 5-030-416	COMMUNICATIONS	377.85CR
		PLEXAR LINE		900 5-027-416	COMMUNICATIONS	190.93CR
I-0124316A250686		1/24 METER STN, PLEXAR LINE	467.57			
1/09/2024	AP	DUE: 2/08/2024 DISC: 2/08/2024		1099: N		
		ATMOS METER STATION MODEM LINE		800 5-030-416	COMMUNICATIONS	313.05
		PLEXAR LINE		900 5-027-416	COMMUNICATIONS	154.52
I-1223316A250686		12/23 METER STN, PLEXAR LINE	467.42			
12/09/2023	AP	DUE: 1/08/2024 DISC: 1/08/2024		1099: N		
		ATMOS METER STATION MODEM LINE		800 5-030-416	COMMUNICATIONS	312.95
		PLEXAR LINE		900 5-027-416	COMMUNICATIONS	154.47
		=== VENDOR TOTALS ===	366.21			

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VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03869 ATMOS ENERGY						
I-ATMOS-KS-0010861		12/23 PP METERS EAST, WEST	1,000.18			
1/18/2024	AP	DUE: 1/18/2024 DISC: 1/18/2024		1099: N		
		12/23 PP METERS EAST, WEST		800 5-030-535	FUEL-GAS PURCHASE	1,000.18
I-ATMOS-KS-0010866		12/23 NEW GEN METERS A, B	22,978.44			
1/18/2024	AP	DUE: 1/18/2024 DISC: 1/18/2024		1099: N		
		12/23 NEW GEN METERS A, B		800 5-030-535	FUEL-GAS PURCHASE	22,978.44
		=== VENDOR TOTALS ===	23,978.62			
=====						
01-03870 ATMOS ENERGY						
I-202402061583		312 EAST 7TH STREET	435.75			
1/24/2024	AP	DUE: 2/23/2024 DISC: 2/23/2024		1099: N		
		312 EAST 7TH STREET		720 5-000-494	UTILITIES	435.75
I-202402061585		CITY FACILITY GAS CHARGES	8,610.52			
1/24/2024	AP	DUE: 2/23/2024 DISC: 2/23/2024		1099: N		
		312 EAST 7TH STREET		800 5-020-494	UTILITIES	0.00
		612 SPRING STREET		800 5-020-494	UTILITIES	0.00
		612 SPRING STREET		800 5-030-494	UTILITIES	0.00
		AIRPORT FBO		360 5-000-494	UTILITIES	611.77
		AIRPORT MAINTENANCE SHOP		360 5-000-494	UTILITIES	150.62
		CEMETERY SHOP		010 5-161-494	UTILITIES	703.73
		HILLCREST GOLF COURSE		370 5-000-494	UTILITIES	632.72
		POLICE IMPOUND		010 5-023-494	UTILITIES	114.23
		N RIVER ROAD - 1/2 PUBLIC SVC		010 5-161-494	UTILITIES	1,068.72
		N RIVER ROAD - 1/2 WATER		900 5-026-494	UTILITIES	1,068.72
		PUMP STATION		900 5-036-494	UTILITIES	906.31
		RON STEVENSON BUILDING		010 5-161-494	UTILITIES	254.76
		WALTER JOHNSON PARK RESTRMS		010 5-161-494	UTILITIES	425.11
		WASTEWATER TREATMENT PLANT		900 5-037-494	UTILITIES	1,824.81
		YOUTH ACTIVITY CENTER		140 5-134-494	UTILITIES	849.02
		=== VENDOR TOTALS ===	9,046.27			
=====						
01-03877 AUTO ZONE, INC.						
I-1601224533		COOLANT	44.09			
2/02/2024	AP	DUE: 2/02/2024 DISC: 2/02/2024		1099: N		
		COOLANT		760 5-000-590	VEHICLE-EQUIP SUPPLIES	44.09
		=== VENDOR TOTALS ===	44.09			

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VENDOR SET: 01 CITY OF COFFEYVILLE

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-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-50905	BALTIC NETWORKS						
I-157358		FIBER EQUIPMENT-STOCK	1,673.75				
1/18/2024	AP	DUE: 1/18/2024 DISC: 1/18/2024		1099: N			
		FIBER EQUIPMENT-STOCK		720 5-000-850	OTHER EQUIPMENT	1,673.75	
=== VENDOR TOTALS ===			1,673.75				
=====							
01-50967	BARR ENGINEERING COMPANY						
I-16631006.00-3		PAY #7-INTERCONNECTION REVIEW	157.10				
12/31/2023	AP	DUE: 12/31/2023 DISC: 12/31/2023		1099: N			
		PAY #7-INTERCONNECTION REVIEW		810 5-022-478	PROFESSIONAL SERVICES	157.10	
=== VENDOR TOTALS ===			157.10				
=====							
01-02050	BARTLETT COOP ASSOCIATION						
I-189620		KEROSENE	55.11				
1/26/2024	AP	DUE: 2/25/2024 DISC: 2/25/2024		1099: N			
		KEROSENE		800 5-030-525	CHEMICALS/FERTILIZERS/SE	55.11	
I-189623		KEROSENE	85.44				
1/26/2024	AP	DUE: 2/25/2024 DISC: 2/25/2024		1099: N			
		KEROSENE		800 5-030-525	CHEMICALS/FERTILIZERS/SE	85.44	
=== VENDOR TOTALS ===			140.55				
=====							
01-00336	BLAKE'S LUBE CENTER						
I-259		WINDSHIELD CHIP REPAIR	50.00				
1/19/2024	AP	DUE: 2/18/2024 DISC: 2/18/2024		1099: N			
		WINDSHIELD CHIP REPAIR		010 5-041-690	VEHICLE-LABOR	50.00	
=== VENDOR TOTALS ===			50.00				
=====							
01-00358	BOOKTER ELECTRIC LLC						
I-202402081625		LINE INSTALLATION TO BUILDING	4,656.00				
2/08/2024	AP	DUE: 2/08/2024 DISC: 2/08/2024		1099: N			
		LINE INSTALLATION TO BUILDING		800 5-020-478	PROFESSIONAL SERVICES	4,656.00	
=== VENDOR TOTALS ===			4,656.00				

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VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-56100	BORDER STATES	ELECTRIC SUPPLY,					
I-927680680		DISTRIBUTION LINE TIES X 100	830.94				
1/11/2024	AP	DUE: 2/10/2024 DISC: 2/10/2024		1099: N			
		DISTRIBUTION LINE TIES X 100		810 5-020-850	OTHER EQUIPMENT	830.94	
I-927686101		CABLE PROTECTOR X 10	3,507.29				
1/12/2024	AP	DUE: 2/11/2024 DISC: 2/11/2024		1099: N			
		CABLE PROTECTOR X 10		800 5-020-520	DEPARTMENT SUPPLIES	3,507.29	
I-927713002		CROSSARM X 19, WASHERS	4,472.75				
1/18/2024	AP	DUE: 2/17/2024 DISC: 2/17/2024		1099: N			
		CROSSARM X 19, WASHERS		810 5-020-850	OTHER EQUIPMENT	4,472.75	
I-927713010		AUTOMATIC DEADEND X 50	1,361.97				
1/18/2024	AP	DUE: 2/17/2024 DISC: 2/17/2024		1099: N			
		AUTOMATIC DEADEND X 50		810 5-020-850	OTHER EQUIPMENT	1,361.97	
I-927750424		CROSSARM X 11, INSULATORS	3,443.50				
1/25/2024	AP	DUE: 2/24/2024 DISC: 2/24/2024		1099: N			
		CROSSARM X 11, INSULATORS		810 5-020-850	OTHER EQUIPMENT	3,443.50	
I-927777193		INSULATORS, POLE EYE PLATES	1,364.58				
1/31/2024	AP	DUE: 3/02/2024 DISC: 3/02/2024		1099: N			
		INSULATORS, POLE EYE PLATES		810 5-020-850	OTHER EQUIPMENT	1,364.58	
		=== VENDOR TOTALS ===	14,981.03				
=====							
01-51303	BRAINERD	CHEMICAL COMPANY, INC					
I-CD99015597		MURIATIC ACID, SODIUM HYDROXI	12,369.47				
1/17/2024	AP	DUE: 2/16/2024 DISC: 2/16/2024		1099: N			
		MURIATIC ACID, SODIUM HYDROXID		800 5-030-525	CHEMICALS/FERTILIZERS/SE	12,369.47	
		=== VENDOR TOTALS ===	12,369.47				
=====							
01-51307	BRENNTAG	SOUTHWEST, INC.					
I-BSW522792		WEIGHTING AGENT	968.00				
1/30/2024	AP	DUE: 3/01/2024 DISC: 3/01/2024		1099: N			
		WEIGHTING AGENT		900 5-036-525	CHEMICALS/FERTILIZERS/SE	968.00	
		=== VENDOR TOTALS ===	968.00				

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VENDOR SET: 01 CITY OF COFFEYVILLE

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-----ID-----			GROSS	P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-02998	BRIAN THOMPSON						
I-202402061586		MEALS-MCPHERSON-CLASS I EXAM	17.00				
2/05/2024	AP	DUE: 2/05/2024 DISC: 2/05/2024		1099: N			
		MEALS-MCPHERSON-CLASS I EXAM		900 5-037-490	TRAVEL EXPENSE REIMBURSE	17.00	
		=== VENDOR TOTALS ===	17.00				
=====							
01-01250	BROWN SHOE FIT COMPANY OF COFF						
I-760074		UNIFORM SHOES-WHARRY	75.00				
1/16/2024	AP	DUE: 2/15/2024 DISC: 2/15/2024		1099: N			
		UNIFORM SHOES-WHARRY		010 5-041-515	CLOTHING	75.00	
I-760115		WORK BOOTS-B. SMITH	229.92				
1/27/2024	AP	DUE: 2/26/2024 DISC: 2/26/2024		1099: N			
		WORK BOOTS-B. SMITH		010 0-320	PAYROLL DEDUCTION RECEIV	229.92	
		=== VENDOR TOTALS ===	304.92				
=====							
01-00590	CARTER AUTOMOTIVE WAREHOUSE						
I-779103/1		WIPER BLADE X 6	22.98				
1/09/2024	AP	DUE: 2/08/2024 DISC: 2/08/2024		1099: N			
		WIPER BLADE X 6		010 5-163-590	VEHICLE-EQUIP SUPPLIES	22.98	
I-780073/1		AIR FILTER X 2, OIL FILTER	56.69				
1/12/2024	AP	DUE: 2/11/2024 DISC: 2/11/2024		1099: N			
		AIR FILTER X 2, OIL FILTER		010 5-163-620	EQUIPMENT MAINTENANCE	56.69	
I-780110/1		DIESEL TREATMENT, DEICER	85.92				
1/12/2024	AP	DUE: 2/11/2024 DISC: 2/11/2024		1099: N			
		DIESEL TREATMENT X 3		010 5-041-545	MOTOR FUELS/LUBRICANTS	59.94	
		DEICER X 6		010 5-041-520	DEPARTMENT SUPPLIES	25.98	
I-780132/1		DIESEL ANTI-GEL	50.28				
1/12/2024	AP	DUE: 2/11/2024 DISC: 2/11/2024		1099: N			
		DIESEL ANTI-GEL		800 5-020-545	MOTOR FUELS/LUBRICANTS	50.28	
I-780247/1		FUEL/WATER SEPARATOR	16.13				
1/15/2024	AP	DUE: 2/14/2024 DISC: 2/14/2024		1099: N			
		FUEL/WATER SEPARATOR		010 5-163-620	EQUIPMENT MAINTENANCE	16.13	
I-780288/1		HYDRAULIC FILTER	11.67				
1/15/2024	AP	DUE: 2/14/2024 DISC: 2/14/2024		1099: N			
		HYDRAULIC FILTER		010 5-163-680	VEHICLE-PARTS	11.67	
I-780425/1		DIESEL ANTI-GEL	50.28				
1/16/2024	AP	DUE: 2/15/2024 DISC: 2/15/2024		1099: N			
		DIESEL ANTI-GEL		800 5-020-545	MOTOR FUELS/LUBRICANTS	50.28	

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VENDOR SET: 01 CITY OF COFFEYVILLE

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-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-00590	CARTER AUTOMOTIVE WAREHOUSE (** CONTINUED **)						
I-780443/1		BATTERY	45.19				
1/16/2024	AP	DUE: 2/15/2024 DISC: 2/15/2024		1099: N			
		BATTERY		360 5-000-590	VEHICLE-EQUIP SUPPLIES	45.19	
I-780593/1		HYDRAULIC HOSE, FITTINGS	81.17				
1/17/2024	AP	DUE: 2/16/2024 DISC: 2/16/2024		1099: N			
		HYDRAULIC HOSE, FITTINGS		010 5-163-680	VEHICLE-PARTS	81.17	
I-780628/1		BATTERY - SCHOOL ZONE LIGHT	54.81				
1/17/2024	AP	DUE: 2/16/2024 DISC: 2/16/2024		1099: N			
		BATTERY - SCHOOL ZONE LIGHT		800 5-020-590	VEHICLE-EQUIP SUPPLIES	54.81	
I-780941/1		FUEL/WATER SEPARATOR	16.41				
1/19/2024	AP	DUE: 2/18/2024 DISC: 2/18/2024		1099: N			
		FUEL/WATER SEPARATOR		900 5-027-620	EQUIPMENT MAINTENANCE	16.41	
I-781081/1		WIPER BLADE X 2	7.80				
1/22/2024	AP	DUE: 2/21/2024 DISC: 2/21/2024		1099: N			
		WIPER BLADE X 2		900 5-037-590	VEHICLE-EQUIP SUPPLIES	7.80	
I-781087/1		WORK LAMP, BLOW GUN	63.33				
1/22/2024	AP	DUE: 2/21/2024 DISC: 2/21/2024		1099: N			
		WORK LAMP, BLOW GUN		010 5-163-520	DEPARTMENT SUPPLIES	63.33	
I-781694/1		AIR FILTER	48.47				
1/26/2024	AP	DUE: 2/25/2024 DISC: 2/25/2024		1099: N			
		AIR FILTER		900 5-027-620	EQUIPMENT MAINTENANCE	48.47	
I-781695/1		OIL FILTER X 2	14.32				
1/26/2024	AP	DUE: 2/25/2024 DISC: 2/25/2024		1099: N			
		OIL FILTER X 2		010 5-023-680	VEHICLE-PARTS	14.32	
I-782861/1		AIR FILTER, OIL FILTER	11.54				
2/02/2024	AP	DUE: 3/04/2024 DISC: 3/04/2024		1099: N			
		AIR FILTER, OIL FILTER		010 5-045-680	VEHICLE-PARTS	11.54	
		=== VENDOR TOTALS ===	636.99				
=====							
01-51733	CENTRAL SALT, LLC						
I-PSI24-01639		DEICING SALT X 28.57 TONS	2,137.04				
1/24/2024	AP	DUE: 1/24/2024 DISC: 1/24/2024		1099: N			
		DEICING SALT X 28.57 TONS		010 5-163-525	CHEMICALS/FERTILIZERS/SE	2,137.04	
		=== VENDOR TOTALS ===	2,137.04				

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VENDOR SET: 01 CITY OF COFFEYVILLE

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-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01037 CITY OF COFFEYVILLE						
I-202402061587		2/24 NIEL HOTEL ADMIN FEE	248.49			
2/01/2024	AP	DUE: 2/01/2024 DISC: 2/01/2024		1099: N		
		2/24 NIEL HOTEL ADMIN FEE		570 5-000-424	CONTRACTUAL AGREEMENTS	248.49
=== VENDOR TOTALS ===			248.49			
=====						
01-01040 CITY OF COFFEYVILLE						
I-202402091628		PUMP HOUSES, SO HILLS TOWER	19,807.63			
1/30/2024	AP	DUE: 3/01/2024 DISC: 3/01/2024		1099: N		
		RIVER ROAD PUMP HOUSE		900 5-036-494	UTILITIES	18,826.08
		PFISTER PARK PUMP HOUSE		900 5-036-494	UTILITIES	893.71
		SOUTHERN HILLS TOWER		720 5-000-494	UTILITIES	87.84
=== VENDOR TOTALS ===			19,807.63			
=====						
01-00770 COFFEYVILLE AREA CHAMBER OF CO						
I-2827		CHRISTMAS BUCKS PARTICIPANT	100.00			
11/22/2023	AP	DUE: 12/22/2023 DISC: 12/22/2023		1099: N		
		CHRISTMAS BUCKS PARTICIPANT		370 5-000-482	PUBLIC NOTICES	100.00
I-3168		ANNUAL DINNER DESSERT DASH	75.00			
1/30/2024	AP	DUE: 3/01/2024 DISC: 3/01/2024		1099: N		
		ANNUAL DINNER DESSERT DASH		010 5-012-490	TRAVEL EXPENSE REIMBURSE	18.75
		ANNUAL DINNER DESSERT DASH		010 5-023-490	TRAVEL EXPENSE REIMBURSE	18.75
		ANNUAL DINNER DESSERT DASH		010 5-011-490	TRAVEL EXPENSE REIMBURSE	37.50
=== VENDOR TOTALS ===			175.00			
=====						
01-00870 COFFEYVILLE FEED AND FARM SUPP						
I-887195		AIR FILTER, SPARK PLUG	25.98			
1/16/2024	AP	DUE: 2/15/2024 DISC: 2/15/2024		1099: N		
		AIR FILTER, SPARK PLUG		010 5-163-620	EQUIPMENT MAINTENANCE	25.98
I-887687		BAR/CHAIN OIL X 2	39.98			
1/23/2024	AP	DUE: 2/22/2024 DISC: 2/22/2024		1099: N		
		BAR/CHAIN OIL X 2		010 5-041-545	MOTOR FUELS/LUBRICANTS	39.98
I-888159		STEEL POST X 10-SIDEWALK	69.50			
1/29/2024	AP	DUE: 2/28/2024 DISC: 2/28/2024		1099: N		
		STEEL POST X 10-SIDEWALK		640 5-000-455.07	DOWNTOWN IMPROVEMENTS	69.50
I-888412		SPRINGS, LABOR TO RPR-PIPE SA	159.97			
2/01/2024	AP	DUE: 3/03/2024 DISC: 3/03/2024		1099: N		
		SPRINGS, LABOR TO RPR-PIPE SAW		900 5-026-620	EQUIPMENT MAINTENANCE	159.97
=== VENDOR TOTALS ===			295.43			

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-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-00871	COFFEYVILLE FEED AND FARM SUPP						
I-887285		CHAINSAW FUEL	105.10				
1/17/2024	AP	DUE: 1/17/2024 DISC: 1/17/2024		1099: N			
		CHAINSAW FUEL		800 5-020-545	MOTOR FUELS/LUBRICANTS	105.10	
		=== VENDOR TOTALS ===	105.10				
=====							
01-01000	COFFEYVILLE REGIONAL MEDICAL C						
I-BAA00010921138		INMATE ER SERVICES 23-14744	37.14				
12/29/2023	AP	DUE: 1/28/2024 DISC: 1/28/2024		1099: N			
		INMATE ER SERVICES 23-14744		010 5-023-478	PROFESSIONAL SERVICES	37.14	
I-BAA00010921210		INMATE ER SERVICES 23-14744	79.17				
12/29/2023	AP	DUE: 1/28/2024 DISC: 1/28/2024		1099: N			
		INMATE ER SERVICES 23-14744		010 5-023-478	PROFESSIONAL SERVICES	79.17	
		=== VENDOR TOTALS ===	116.31				
=====							
01-01007	COFFEYVILLE REGIONAL MEDICAL C						
I-202402061588		2/24 SALES TAX DISTRIBUTION	94,325.19				
2/01/2024	AP	DUE: 2/01/2024 DISC: 2/01/2024		1099: N			
		2/24 SALES TAX DISTRIBUTION		560 5-000-424	CONTRACTUAL AGREEMENTS	94,325.19	
		=== VENDOR TOTALS ===	94,325.19				
=====							
01-52127	COGENT COMMUNICATIONS, INC.						
I-202402071615		1/24 INTERNET SERVICE	2,914.00				
1/01/2024	AP	DUE: 1/01/2024 DISC: 1/01/2024		1099: N			
		1/24 INTERNET SERVICE		720 5-000-448	EQUIPMENT-RENTAL/SERVICE	2,914.00	
I-202402071616		2/24 INTERNET SERVICE	2,914.00				
2/01/2024	AP	DUE: 2/01/2024 DISC: 2/01/2024		1099: N			
		2/24 INTERNET SERVICE		720 5-000-448	EQUIPMENT-RENTAL/SERVICE	2,914.00	
		=== VENDOR TOTALS ===	5,828.00				
=====							
01-52347	CORE & MAIN LP						
I-T186330		EXPANSION WRENCH X 3	45.00				
1/19/2024	AP	DUE: 1/19/2024 DISC: 1/19/2024		1099: N			
		EXPANSION WRENCH X 3		900 5-026-580	TOOLS	45.00	
I-T279864		METER SETTER X 12	3,524.40				
1/25/2024	AP	DUE: 1/25/2024 DISC: 1/25/2024		1099: N			
		METER SETTER X 12		900 5-026-840	METERS/INSTR/TRANFRMRS	3,524.40	

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-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-52347	CORE & MAIN LP	(** CONTINUED **)					
I-T930181		WATER METER ANTENNA X 100	8,142.00				
1/24/2024	AP	DUE: 1/24/2024 DISC: 1/24/2024		1099: N			
		WATER METER ANTENNA X 100		900 5-026-840	METERS/INSTR/TRANFRMRS	8,142.00	
I-U035973		REPAIR CLAMP X 4	4,880.20				
1/25/2024	AP	DUE: 1/25/2024 DISC: 1/25/2024		1099: N			
		REPAIR CLAMP X 4		900 5-026-555	PLUMBING SUPPLIES	4,880.20	
I-U145819		DEEP SOCKET	75.90				
1/09/2024	AP	DUE: 1/09/2024 DISC: 1/09/2024		1099: N			
		DEEP SOCKET		900 5-026-580	TOOLS	75.90	
I-U166809		PIPE, ADAPTERS, VALVE INLETS	18,775.40				
1/09/2024	AP	DUE: 1/09/2024 DISC: 1/09/2024		1099: N			
		PIPE, ADAPTERS, VALVE INLETS		900 5-026-840	METERS/INSTR/TRANFRMRS	18,775.40	
I-U166813		BRASS REDUCER X 4	42.00				
1/09/2024	AP	DUE: 1/09/2024 DISC: 1/09/2024		1099: N			
		BRASS REDUCER X 4		900 5-026-555	PLUMBING SUPPLIES	42.00	
I-U166815		BRASS COUPLING X 2	449.20				
1/09/2024	AP	DUE: 1/09/2024 DISC: 1/09/2024		1099: N			
		BRASS COUPLING X 2		900 5-026-555	PLUMBING SUPPLIES	449.20	
I-U186839		MOTOR FOR WATER PUMP	1,714.96				
1/19/2024	AP	DUE: 1/19/2024 DISC: 1/19/2024		1099: N			
		MOTOR FOR WATER PUMP		010 5-163-850	OTHER EQUIPMENT	1,714.96	
I-U216732		FLANGE	698.35				
1/19/2024	AP	DUE: 1/19/2024 DISC: 1/19/2024		1099: N			
		FLANGE		900 5-026-840	METERS/INSTR/TRANFRMRS	698.35	
I-U221017		4" FLANGE KIT	25.00				
1/19/2024	AP	DUE: 1/19/2024 DISC: 1/19/2024		1099: N			
		4" FLANGE KIT		900 5-026-840	METERS/INSTR/TRANFRMRS	25.00	
I-U250367		FLANGE KIT X 13	233.00				
1/22/2024	AP	DUE: 1/22/2024 DISC: 1/22/2024		1099: N			
		FLANGE KIT X 13		900 5-026-840	METERS/INSTR/TRANFRMRS	233.00	
I-U268456		METER SETTER X 12	3,524.40				
1/25/2024	AP	DUE: 1/25/2024 DISC: 1/25/2024		1099: N			
		METER SETTER X 12		900 5-026-840	METERS/INSTR/TRANFRMRS	3,524.40	
I-U270625		REPAIR CLAMP X 32	5,067.00				
1/25/2024	AP	DUE: 1/25/2024 DISC: 1/25/2024		1099: N			
		REPAIR CLAMP X 32		900 5-026-555	PLUMBING SUPPLIES	5,067.00	
=== VENDOR TOTALS ===			47,196.81				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-01099 COUNTY LINE SALVAGE, INC. DBA							
I-11041		TOW 4-WHEELER 23-14016	150.00				
1/04/2024	AP	DUE: 1/04/2024 DISC: 1/04/2024		1099: N			
		TOW 4-WHEELER 23-14016		010 5-023-478	PROFESSIONAL SERVICES	150.00	
I-11284		TOW 2002 TAHOE 24-374	175.00				
1/12/2024	AP	DUE: 1/12/2024 DISC: 1/12/2024		1099: N			
		TOW 2002 TAHOE 24-374		010 5-023-478	PROFESSIONAL SERVICES	175.00	
=== VENDOR TOTALS ===			325.00				
=====							
01-52447 CREATIVE PRODUCT SOURCE, INC.							
I-CPI102161		FIRE LINE BARRICADE TAPE	160.60				
1/26/2024	AP	DUE: 1/26/2024 DISC: 1/26/2024		1099: N			
		FIRE LINE BARRICADE TAPE		010 5-041-570	SAFETY EQUIPMENT	160.60	
=== VENDOR TOTALS ===			160.60				
=====							
01-52572 CRYSTAL LAKE FISHERIES, INC.							
I-52572		RAINBOW TROUT X 424 LBS	2,750.00				
1/17/2024	AP	DUE: 1/17/2024 DISC: 1/17/2024		1099: N			
		RAINBOW TROUT X 424 LBS		110 5-760-520	DEPARTMENT SUPPLIES	2,750.00	
=== VENDOR TOTALS ===			2,750.00				
=====							
01-51521 CUSTOM PRODUCTS CORPORATION							
I-INV463		PLAYGROUND SIGNAGE	1,039.48				
1/17/2024	AP	DUE: 2/16/2024 DISC: 2/16/2024		1099: N			
		PLAYGROUND SIGNAGE		630 5-000-842.01	SYCAMORE PARK	1,039.48	
=== VENDOR TOTALS ===			1,039.48				
=====							
01-01212 CUT IT OUT TREE TRIMMING & LAW							
I-120532		LOT CLEAN UP X 5	4,121.00				
1/01/2024	AP	DUE: 1/01/2024 DISC: 1/01/2024		1099: Y			
		LOT CLEAN UP-2106 W 5TH		700 5-000-424	CONTRACTUAL AGREEMENTS	100.00	
		LOT CLEAN UP-806 W ELDRIDGE		700 5-000-424	CONTRACTUAL AGREEMENTS	896.00	
		LOT CLEAN UP-303 W NORTH		700 5-000-424	CONTRACTUAL AGREEMENTS	425.00	
		LOT CLEAN UP-402 W 1ST		700 5-000-424	CONTRACTUAL AGREEMENTS	200.00	
		LOT CLEAN UP-1318 W 10TH		700 5-000-424	CONTRACTUAL AGREEMENTS	2,500.00	
=== VENDOR TOTALS ===			4,121.00				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-52689	D AND D PROVES IT, INC.					
I-202402071589		CALIBRATE FUEL METER X 4	590.00			
1/31/2024	AP	DUE: 1/31/2024 DISC: 1/31/2024		1099: N		
		CALIBRATE FUEL METER X 4		360 5-000-478	PROFESSIONAL SERVICES	590.00
I-202402071590		FUEL DISPENSER/PUMP	2,250.00			
1/31/2024	AP	DUE: 1/31/2024 DISC: 1/31/2024		1099: N		
		FUEL DISPENSER/PUMP		360 5-000-850	OTHER EQUIPMENT	2,250.00
		=== VENDOR TOTALS ===	2,840.00			
=====						
01-52884	DELTA DENTAL OF KANSAS, INC.					
I-1003729202312		12/23 DENTAL PREMIUMS	684.95			
12/31/2023	AP	DUE: 12/31/2023 DISC: 12/31/2023		1099: N		
		12/23 DENTAL PREMIUMS		350 5-716-310	HEALTH INSURANCE	684.95
		=== VENDOR TOTALS ===	684.95			
=====						
01-01175	DIGITAL CONNECTIONS, INC.					
I-63059		NEW GEN MAINT AGRMNT, COPIES	33.45			
1/26/2024	AP	DUE: 2/25/2024 DISC: 2/25/2024		1099: N		
		NEW GEN MAINT AGRMNT, COPIES		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	33.45
I-63123		TONER CARTRIDGE	84.00			
2/01/2024	AP	DUE: 3/03/2024 DISC: 3/03/2024		1099: N		
		TONER CARTRIDGE		520 5-350-805	BUILDING	84.00
I-63140		ADMIN, ENGNRNG, CSC, WWTP	367.64			
2/05/2024	AP	DUE: 3/07/2024 DISC: 3/07/2024		1099: N		
		ADMIN MAINT AGREEMENT, COPIES		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	132.15
		CSC MAINT AGREEMENT, COPIES		010 5-017-448	EQUIPMENT-RENTAL/SERVICE	83.81
		ENGNRNG MAINT AGRMNT, COPIES		520 5-350-805	BUILDING	127.13
		WWTP MAINT AGREEMENT, COPIES		900 5-037-448	EQUIPMENT-RENTAL/SERVICE	24.55
		=== VENDOR TOTALS ===	485.09			
=====						
01-52993	DOCUMENT DESTRUCTION, INC.					
I-16632		1/17/24 SHREDDING SERVICE	102.50			
1/17/2024	AP	DUE: 2/16/2024 DISC: 2/16/2024		1099: N		
		1/17/24 SHREDDING SERVICE		010 5-017-424	CONTRACTUAL AGREEMENTS	20.00
		1/17/24 SHREDDING SERVICE		010 5-131-424	CONTRACTUAL AGREEMENTS	20.00
		1/17/24 SHREDDING SERVICE		010 5-023-424	CONTRACTUAL AGREEMENTS	62.50
		=== VENDOR TOTALS ===	102.50			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-01220	DOLLAR TIRE STORE						
I-79068		17" TIRE REPAIR	17.00				
1/02/2024	AP	DUE: 2/01/2024 DISC: 2/01/2024		1099: N			
		17" TIRE REPAIR		010 5-023-575	TIRES & TUBES		17.00
I-79288		25X12-9 CARLISLE	132.95				
1/18/2024	AP	DUE: 2/17/2024 DISC: 2/17/2024		1099: N			
		25X12-9 CARLISLE		370 5-000-575	TIRES & TUBES		132.95
I-79290		225/70-19.5 HERCULES, REPAIR	322.70				
1/18/2024	AP	DUE: 2/17/2024 DISC: 2/17/2024		1099: N			
		225/70-19.5 HERCULES, REPAIR		010 5-163-575	TIRES & TUBES		322.70
I-79309		15" REPAIR	17.00				
1/19/2024	AP	DUE: 2/18/2024 DISC: 2/18/2024		1099: N			
		15" REPAIR		010 5-017-575	TIRES & TUBES		17.00
I-79316		17" REPAIR	17.00				
1/19/2024	AP	DUE: 2/18/2024 DISC: 2/18/2024		1099: N			
		17" REPAIR		900 5-026-575	TIRES & TUBES		17.00
I-79348		235/85-16 THUNDERER X 2	410.40				
1/22/2024	AP	DUE: 2/21/2024 DISC: 2/21/2024		1099: N			
		235/85-16 THUNDERER X 2		010 5-163-575	TIRES & TUBES		410.40
I-79393		16" VALVE REPAIR	10.00				
1/25/2024	AP	DUE: 2/24/2024 DISC: 2/24/2024		1099: N			
		16" VALVE REPAIR		010 5-163-575	TIRES & TUBES		10.00
I-79394		24.5" CORE REPAIR	25.00				
1/25/2024	AP	DUE: 2/24/2024 DISC: 2/24/2024		1099: N			
		24.5" CORE REPAIR		010 5-163-575	TIRES & TUBES		25.00
		=== VENDOR TOTALS ===	952.05				
=====							
01-01317	ECK HEAT & A/C, INC.						
I-1088-43857		REPAIR BURNED WIRES	90.00				
1/16/2024	AP	DUE: 1/16/2024 DISC: 1/16/2024		1099: N			
		REPAIR BURNED WIRES		900 5-036-610	BUILDING MAINTENANCE		90.00
I-1088-43867		BLOWER MOUNT DIAGNOSTICS	90.00				
1/17/2024	AP	DUE: 1/17/2024 DISC: 1/17/2024		1099: N			
		BLOWER MOUNT DIAGNOSTICS		900 5-036-610	BUILDING MAINTENANCE		90.00
I-1088-43879		GAS PRESSURE DIAGNOSTICS	112.50				
1/19/2024	AP	DUE: 1/19/2024 DISC: 1/19/2024		1099: N			
		GAS PRESSURE DIAGNOSTICS		370 5-000-610	BUILDING MAINTENANCE		112.50
		=== VENDOR TOTALS ===	292.50				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-53294 ENERSYS						
I-SLS/44108333		SUBSTATION BATTERY X 40, CHRG	23,801.76			
1/19/2024	AP	DUE: 1/19/2024 DISC: 1/19/2024		1099: N		
		SUBSTATION BATTERY X 40, CHRGR		810 5-020-863	SUBSTATION IMPROVEMENTS	23,801.76
=== VENDOR TOTALS ===			23,801.76			
=====						
01-53322 ENVIRONMENTAL SYSTEMS RESEARCH						
I-94640403		GIS SOFTWARE MAINTENANCE	2,752.41			
1/09/2024	AP	DUE: 2/08/2024 DISC: 2/08/2024		1099: N		
		GIS SOFTWARE MAINTENANCE		800 5-020-424	CONTRACTUAL AGREEMENTS	1,458.78
		GIS SOFTWARE MAINTENANCE		900 5-026-424	CONTRACTUAL AGREEMENTS	412.86
		GIS SOFTWARE MAINTENANCE		900 5-027-424	CONTRACTUAL AGREEMENTS	578.01
		GIS SOFTWARE MAINTENANCE		760 5-000-424	CONTRACTUAL AGREEMENTS	302.76
I-94650758		ADDITIONAL GIS SFTWR MNTNC	450.55			
1/24/2024	AP	DUE: 2/23/2024 DISC: 2/23/2024		1099: N		
		ADDITIONAL GIS SFTWR MNTNC		900 5-026-424	CONTRACTUAL AGREEMENTS	450.55
=== VENDOR TOTALS ===			3,202.96			
=====						
01-53315 EQUIPMENTSHARE.COM, INC.						
I-3498540-000		LIGHT SWITCH	54.48			
1/17/2024	AP	DUE: 1/17/2024 DISC: 1/17/2024		1099: N		
		LIGHT SWITCH		900 5-026-620	EQUIPMENT MAINTENANCE	54.48
I-3498794-000		WINDOW ASSEMBLY	537.37			
1/17/2024	AP	DUE: 1/17/2024 DISC: 1/17/2024		1099: N		
		WINDOW ASSEMBLY		900 5-026-620	EQUIPMENT MAINTENANCE	537.37
=== VENDOR TOTALS ===			591.85			
=====						
01-53434 FARWEST LINE SPECIALTIES, LLC						
I-6967468		BUCKET HOT STICK, CANISTER	444.68			
1/30/2024	AP	DUE: 3/01/2024 DISC: 3/01/2024		1099: N		
		BUCKET HOT STICK, CANISTER		800 5-020-520	DEPARTMENT SUPPLIES	444.68
=== VENDOR TOTALS ===			444.68			

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=====						
01-53435	FASTENAL COMPANY					
I-KSCOF113955		50# ICE MELT X 2	56.40			
1/08/2024	AP	DUE: 2/07/2024 DISC: 2/07/2024		1099: N		
		50# ICE MELT X 2		010 5-023-520	DEPARTMENT SUPPLIES	56.40
I-KSCOF114036		AA BATTERY X 96	72.58			
1/17/2024	AP	DUE: 2/16/2024 DISC: 2/16/2024		1099: N		
		AA BATTERY X 96		010 5-041-505	BATTERIES-NON VEHICLES	72.58
I-KSCOF114059		AA, D BATTERIES	35.45			
1/17/2024	AP	DUE: 2/16/2024 DISC: 2/16/2024		1099: N		
		AA, D BATTERIES		800 5-020-505	BATTERIES-NON VEHICLES	35.45
I-KSCOF114075		50# ICE MELT X 3	84.60			
1/22/2024	AP	DUE: 2/21/2024 DISC: 2/21/2024		1099: N		
		50# ICE MELT X 3		010 5-023-520	DEPARTMENT SUPPLIES	84.60
I-KSCOF114121		HEX CAP SCREW X 28	17.76			
1/26/2024	AP	DUE: 2/25/2024 DISC: 2/25/2024		1099: N		
		HEX CAP SCREW X 28		010 5-163-520	DEPARTMENT SUPPLIES	17.76
		=== VENDOR TOTALS ===	266.79			
=====						
01-53475	FELD FIRE					
I-0433681-IN		AIR ANALYSIS, BATTERY REPAIR	464.40			
1/09/2024	AP	DUE: 1/09/2024 DISC: 1/09/2024		1099: N		
		AIR ANALYSIS, BATTERY REPAIR		010 5-041-478	PROFESSIONAL SERVICES	464.40
		=== VENDOR TOTALS ===	464.40			
=====						
01-01410	FOUR STATE MAINTENANCE SUPPLY,					
I-665510		TISSUE, LINERS	81.59			
12/29/2023	AP	DUE: 1/28/2024 DISC: 1/28/2024		1099: N		
		TISSUE, LINERS		010 5-091-520	DEPARTMENT SUPPLIES	81.59
I-665811		50# CITRUS ACID X 2	425.44			
1/23/2024	AP	DUE: 2/22/2024 DISC: 2/22/2024		1099: N		
		50# CITRUS ACID X 2		900 5-037-525	CHEMICALS/FERTILIZERS/SE	425.44
I-666384		MOP/BROOM HOLDER	5.45			
1/19/2024	AP	DUE: 2/18/2024 DISC: 2/18/2024		1099: N		
		MOP/BROOM HOLDER		900 5-037-520	DEPARTMENT SUPPLIES	5.45
I-666920		TOWELS	99.26			
2/01/2024	AP	DUE: 3/03/2024 DISC: 3/03/2024		1099: N		
		TOWELS		010 5-041-520	DEPARTMENT SUPPLIES	99.26

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-01410	FOUR STATE MAINTENANCE SUPPLY, (** CONTINUED **)						
I-666971		BOTTLE, SPRAYER X 6	22.24				
2/01/2024	AP	DUE: 3/03/2024 DISC: 3/03/2024		1099: N			
		BOTTLE, SPRAYER X 6		800 5-030-520	DEPARTMENT SUPPLIES	22.24	
I-666994		FLOOR CLEANER	18.19				
2/01/2024	AP	DUE: 3/03/2024 DISC: 3/03/2024		1099: N			
		FLOOR CLEANER		800 5-020-520	DEPARTMENT SUPPLIES	18.19	
I-666995		DISINFECTANT, LINERS	315.77				
2/02/2024	AP	DUE: 3/04/2024 DISC: 3/04/2024		1099: N			
		DISINFECTANT, LINERS		010 5-091-520	DEPARTMENT SUPPLIES	315.77	
		=== VENDOR TOTALS ===	967.94				
=====							
01-53743	G & G DOZER LLC						
I-16936		40 YD ROLL OFF-802 COLORADO	450.00				
1/26/2024	AP	DUE: 2/25/2024 DISC: 2/25/2024		1099: Y			
		40 YD ROLL OFF-802 COLORADO		720 5-000-424	CONTRACTUAL AGREEMENTS	450.00	
I-16937		40 YD ROLL OFF-804 COLORADO	450.00				
1/26/2024	AP	DUE: 2/25/2024 DISC: 2/25/2024		1099: Y			
		40 YD ROLL OFF-804 COLORADO		700 5-000-424	CONTRACTUAL AGREEMENTS	450.00	
I-16938		40 YD ROLL OFF X 2-1318 W 10T	900.00				
1/26/2024	AP	DUE: 2/25/2024 DISC: 2/25/2024		1099: Y			
		40 YD ROLL OFF X 2-1318 W 10TH		700 5-000-424	CONTRACTUAL AGREEMENTS	900.00	
		=== VENDOR TOTALS ===	1,800.00				
=====							
01-53750	GADES SALES COMPANY, INC.						
I-0085861-IN		BLADE CONTROLLER	4,597.00				
1/26/2024	AP	DUE: 2/25/2024 DISC: 2/25/2024		1099: N			
		BLADE CONTROLLER		800 5-020-673	TRAFFIC SIGNALS	4,597.00	
		=== VENDOR TOTALS ===	4,597.00				
=====							
01-53800	GALLS, LLC						
I-026877505		NAME TAG X 4	73.11				
1/23/2024	AP	DUE: 2/22/2024 DISC: 2/22/2024		1099: N			
		NAME TAG X 4		010 5-023-515	CLOTHING	73.11	
I-026900655		DUTY JACKET-JOHNSON	213.50				
1/25/2024	AP	DUE: 2/24/2024 DISC: 2/24/2024		1099: N			
		DUTY JACKET-JOHNSON		010 5-023-515	CLOTHING	213.50	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-53800	GALLS, LLC	(** CONTINUED **)					
=====							
I-026936142		RAIN JACKET, BELT-JOHNSON	151.08				
1/30/2024	AP	DUE: 3/01/2024 DISC: 3/01/2024		1099: N			
		RAIN JACKET, BELT-JOHNSON		010 5-023-515	CLOTHING	151.08	
=== VENDOR TOTALS ===			437.69				
=====							
01-53922	GILMORE & BELL, P.C.						
=====							
I-8053238		SALES TAX RENEWAL SERVICES	1,500.00				
1/18/2024	AP	DUE: 1/18/2024 DISC: 1/18/2024		1099: Y			
		SALES TAX RENEWAL SERVICES		520 5-220-478	PROFESSIONAL SERVICES	1,500.00	
=== VENDOR TOTALS ===			1,500.00				
=====							
01-53930	GLENN SECURITY SYSTEMS, INC.						
=====							
I-30282		QUARTERLY MONITORING	87.00				
2/01/2024	AP	DUE: 3/03/2024 DISC: 3/03/2024		1099: N			
		QUARTERLY MONITORING		370 5-000-478	PROFESSIONAL SERVICES	87.00	
=== VENDOR TOTALS ===			87.00				
=====							
01-54032	GRAYBAR ELECTRIC COMPANY, INC.						
=====							
I-9335737104		POLE TOPPER X 40	714.17				
1/29/2024	AP	DUE: 1/29/2024 DISC: 1/29/2024		1099: N			
		POLE TOPPER X 40		810 5-020-850	OTHER EQUIPMENT	714.17	
=====							
I-9335737301		CURVED WASHER X 200	444.59				
1/29/2024	AP	DUE: 1/29/2024 DISC: 1/29/2024		1099: N			
		CURVED WASHER X 200		810 5-020-850	OTHER EQUIPMENT	444.59	
=====							
I-9335769008		ROTARY OPERATING MECHANISM	272.78				
1/30/2024	AP	DUE: 1/30/2024 DISC: 1/30/2024		1099: N			
		ROTARY OPERATING MECHANISM		800 5-020-520	DEPARTMENT SUPPLIES	272.78	
=====							
I-9335777158		BRACE BOLTS, WASHERS	1,589.33				
1/31/2024	AP	DUE: 1/31/2024 DISC: 1/31/2024		1099: N			
		BRACE BOLTS, WASHERS		810 5-020-850	OTHER EQUIPMENT	1,589.33	
=====							
I-9335777167		SPOOL INSULATOR	918.71				
1/31/2024	AP	DUE: 1/31/2024 DISC: 1/31/2024		1099: N			
		SPOOL INSULATOR		810 5-020-850	OTHER EQUIPMENT	918.71	
=== VENDOR TOTALS ===			3,939.58				

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-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-54103	GREEN COUNTRY EMERGENCY PHYS G					
I-6053730		INMATE ER SERVICES 23-13121	37.14			
12/01/2023	AP	DUE: 12/01/2023 DISC: 12/01/2023		1099: Y		
		INMATE ER SERVICES 23-13121		010 5-023-478	PROFESSIONAL SERVICES	37.14
		=== VENDOR TOTALS ===	37.14			
=====						
01-01617	GRUNDY'S AUTOMOTIVE					
I-202402071591		STRUTS, CONTROL ARMS, LABOR	1,625.50			
1/23/2024	AP	DUE: 1/23/2024 DISC: 1/23/2024		1099: Y		
		STRUTS, CONTROL ARMS		010 5-023-680	VEHICLE-PARTS	1,055.50
		R/R STRUTS, CONTROL ARMS		010 5-023-690	VEHICLE-LABOR	570.00
I-202402071592		ROTORS, PADS, LABOR	302.62			
1/22/2024	AP	DUE: 1/22/2024 DISC: 1/22/2024		1099: Y		
		BRAKE ROTORS, PADS ,		010 5-023-680	VEHICLE-PARTS	212.62
		R/R BRAKE ROTORS, PADS		010 5-023-690	VEHICLE-LABOR	90.00
I-202402071593		DISTRIBUTOR CAP, ROTOR, LABOR	173.83			
1/24/2024	AP	DUE: 1/24/2024 DISC: 1/24/2024		1099: Y		
		DISTRIBUTOR CAP, ROTOR		900 5-037-680	VEHICLE-PARTS	73.83
		R/R DISTRIBUTOR, ROTOR		900 5-037-690	VEHICLE-LABOR	100.00
I-202402071594		BRAKE PAD, ROTOR KIT, LABOR	332.49			
1/01/2024	AP	DUE: 1/01/2024 DISC: 1/01/2024		1099: Y		
		BRAKE PAD, ROTOR KIT		010 5-023-680	VEHICLE-PARTS	202.49
		BRAKE PAD, ROTOR KIT		010 5-023-690	VEHICLE-LABOR	130.00
		=== VENDOR TOTALS ===	2,434.44			
=====						
01-01677	HAL BUMGARNER					
I-202402071595		REIMBURSE CEMSO, CFO FEES	650.00			
1/24/2024	AP	DUE: 1/24/2024 DISC: 1/24/2024		1099: N		
		REIMBURSE CEMSO, CFO FEES		010 5-041-486	TAXES, LICENSES, PERMITS	650.00
		=== VENDOR TOTALS ===	650.00			
=====						
01-54323	HAWKINS, INC.					
I-6669138		POLYMER, AMMONIUM SULFATE	11,016.34			
1/16/2024	AP	DUE: 1/16/2024 DISC: 1/16/2024		1099: N		
		POLYMER, AMMONIUM SULFATE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	11,016.34
I-6674029		POTASSIUM, SULFATE, CHLORINE	18,107.90			
1/23/2024	AP	DUE: 1/23/2024 DISC: 1/23/2024		1099: N		
		POTASSIUM, SULFATE, CHLORINE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	18,107.90

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-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-54323	HAWKINS, INC.	(** CONTINUED **)				
=====						
I-6677805		POLYMER, AMMONIUM SULFATE	15,134.18			
1/29/2024	AP	DUE: 1/29/2024 DISC: 1/29/2024		1099: N		
		POLYMER, AMMONIUM SULFATE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	15,134.18
		=== VENDOR TOTALS ===	44,258.42			
=====						
01-54340	HEALY LAW OFFICES LLC					
=====						
I-21363		1/24 POLE ATTACHMENTS, CELLS	100.00			
1/31/2024	AP	DUE: 1/31/2024 DISC: 1/31/2024		1099: Y		
		1/24 POLE ATTACHMENTS, CELLS		800 5-040-478	PROFESSIONAL SERVICES	100.00
		=== VENDOR TOTALS ===	100.00			
=====						
01-01770	HILLCREST GOLF COURSE PETTY CA					
=====						
I-1679		LDF SALES ORDER X 4 CASES	104.00			
1/30/2024	AP	DUE: 3/01/2024 DISC: 3/01/2024		1099: N		
		LDF SALES ORDER X 4 CASES		370 5-000-506	BEER-GOLF COURSE	104.00
=====						
I-1680		BEST BEVERAGE ORDER X 5 CASES	126.00			
1/31/2024	AP	DUE: 3/02/2024 DISC: 3/02/2024		1099: N		
		BEST BEVERAGE ORDER X 5 CASES		370 5-000-506	BEER-GOLF COURSE	126.00
		=== VENDOR TOTALS ===	230.00			
=====						
01-54630	HUGO'S INDUSTRIAL SUPPLY, INC.					
=====						
I-312423		COPY PAPER, NITRILE GLOVES	418.07			
1/30/2024	AP	DUE: 3/01/2024 DISC: 3/01/2024		1099: N		
		COPY PAPER X 5 CASES		010 5-023-550	OFFICE SUPPLIES	287.85
		NITRILE GLOVES		010 5-023-520	DEPARTMENT SUPPLIES	130.22
=====						
I-312697		RAGS X 4 CASES, LINER X 4	325.26			
2/05/2024	AP	DUE: 3/07/2024 DISC: 3/07/2024		1099: N		
		RAGS X 4 CASES, LINER X 4		800 5-030-520	DEPARTMENT SUPPLIES	325.26
		=== VENDOR TOTALS ===	743.33			
=====						
01-01867	HUNTER GLENN					
=====						
I-24		TIRE DISPOSAL X 72	293.94			
1/18/2024	AP	DUE: 1/18/2024 DISC: 1/18/2024		1099: Y		
		TIRE DISPOSAL X 72		720 5-000-424	CONTRACTUAL AGREEMENTS	293.94
		=== VENDOR TOTALS ===	293.94			

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-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-54685	IBT, INC.						
I-8334938		FITTING X 4	25.88				
1/19/2024	AP	DUE: 2/18/2024 DISC: 2/18/2024		1099: N			
		FITTING X 4		010 5-163-680	VEHICLE-PARTS	25.88	
=== VENDOR TOTALS ===			25.88				
=====							
01-55105	IRRIGATION & TURF EQUIPMENT, I						
I-10910		AXLE TUBE ASSEMBLY	609.71				
1/24/2024	AP	DUE: 2/23/2024 DISC: 2/23/2024		1099: N			
		AXLE TUBE ASSEMBLY		370 5-000-620	EQUIPMENT MAINTENANCE	609.71	
=== VENDOR TOTALS ===			609.71				
=====							
01-55140	JCI INDUSTRIES, INC.						
I-8263348		MOYNO PUMP	337.00				
1/23/2024	AP	DUE: 2/22/2024 DISC: 2/22/2024		1099: N			
		MOYNO PUMP		900 5-037-620	EQUIPMENT MAINTENANCE	337.00	
=== VENDOR TOTALS ===			337.00				
=====							
01-01642	JON'S TIRE & WHEEL LLC						
I-18434		INSTALL TIRE X 2	48.00				
1/23/2024	AP	DUE: 1/23/2024 DISC: 1/23/2024		1099: Y			
		INSTALL TIRE X 2		010 5-023-575	TIRES & TUBES	48.00	
=== VENDOR TOTALS ===			48.00				
=====							
01-01528	JOSHUA A. MORGAN						
I-23-211		MECHANICAL GRANT-111 W 8TH	5,000.00				
2/01/2024	AP	DUE: 2/01/2024 DISC: 2/01/2024		1099: Y			
		MECHANICAL GRANT-111 W 8TH		640 5-000-455.04	MECHANICAL GRANT	5,000.00	
=== VENDOR TOTALS ===			5,000.00				
=====							
01-55600	KANSAS DEPARTMENT OF HEALTH &						
I-202402071597		PAY #2-KPWSLF 2943 INTEREST	8,315.37				
1/16/2024	AP	DUE: 2/15/2024 DISC: 2/15/2024		1099: N			
		PAY #2-KPWSLF 2943 INTEREST		910 5-652-910	KPWSLF INTEREST	8,315.37	
I-202402071598		ANNUAL WASTEWATER PERMIT	320.00				
1/08/2024	AP	DUE: 2/07/2024 DISC: 2/07/2024		1099: N			
		ANNUAL WASTEWATER PERMIT		900 5-036-486	TAXES, LICENSES, PERMITS	320.00	
=== VENDOR TOTALS ===			8,635.37				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-55572	KANSAS DEPARTMENT OF HEALTH AN						
I-65827		4TH QTR 2023 LAB TESTING	1,020.00				
12/31/2023	AP	DUE: 12/31/2023 DISC: 12/31/2023		1099: N			
		4TH QTR 2023 LAB TESTING		900 5-036-478	PROFESSIONAL SERVICES	1,020.00	
		=== VENDOR TOTALS ===	1,020.00				
=====							
01-55610	KANSAS DEPARTMENT OF REVENUE						
I-202402071599		10/23 AMENDED AIRPORT TAX	583.82				
10/31/2023	AP	DRAFT 1/30/2024		1099: N			
		10/23 AMENDED AIRPORT TAX		360 5-000-486	TAXES, LICENSES, PERMITS	556.96	
		10/23 AMENDED TAX-PNLTY/INT		360 5-000-486	TAXES, LICENSES, PERMITS	26.86	
I-202402071601		11/23 AMENDED AIRPORT TAX	515.17				
11/30/2023	AP	DRAFT 1/30/2024		1099: N			
		11/23 AMENDED AIRPORT TAX		360 5-000-486	TAXES, LICENSES, PERMITS	498.64	
		11/23 AMENDED TAX-PNLTY/INT		360 5-000-486	TAXES, LICENSES, PERMITS	16.53	
I-202402071602		12/23 AMENDED AIRPORT TAX	938.69				
12/31/2023	AP	DRAFT 1/30/2024		1099: N			
		12/23 AMENDED AIRPORT TAX		360 5-000-486	TAXES, LICENSES, PERMITS	923.30	
		12/23 AMENDED TAX-PNLTY/INT		360 5-000-486	TAXES, LICENSES, PERMITS	15.39	
		=== VENDOR TOTALS ===	2,037.68				
=====							
01-55620	KANSAS DEPARTMENT OF REVENUE						
I-202402071605		9/23 STATE, CITY TAX	68,577.05				
9/30/2023	AP	DRAFT 10/31/2023		1099: N			
		9/23 STATE TAX		210 5-000-486	TAXES, LICENSES, PERMITS	38,494.38	
		9/23 STATE TAX		210 5-000-486	TAXES, LICENSES, PERMITS	29,069.21	
		9/23 STATE, CITY TAX-PNLTY/INT		210 5-000-486	TAXES, LICENSES, PERMITS	1,013.46	
I-202402071606		10/23 STATE, CITY TAX	61,468.65				
10/31/2023	AP	DRAFT 11/24/2023		1099: N			
		10/23 STATE TAX		210 5-000-486	TAXES, LICENSES, PERMITS	36,881.19	
		10/23 CITY TAX		210 5-000-486	TAXES, LICENSES, PERMITS	24,587.46	
I-202402071607		11/23 STATE, CITY TAX	43,881.81				
11/30/2023	AP	DRAFT 12/27/2023		1099: N			
		11/23 STATE TAX		210 5-000-486	TAXES, LICENSES, PERMITS	26,329.09	
		11/23 CITY TAX		210 5-000-486	TAXES, LICENSES, PERMITS	17,552.72	
		=== VENDOR TOTALS ===	173,927.51				

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-----ID-----			GROSS	P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-55670	KANSAS	EMPLOYMENT SECURITY FUN					
I-2023-4		4TH QTR 2023 UNEMPLOYMENT	2,378.88				
12/31/2023	AP	DRAFT 1/17/2024		1099: N			
		4TH QTR 2023 UNEMPLOYMENT		010 5-012-365	UNEMPLOYMENT COMPENSATIO	79.61	
		4TH QTR 2023 UNEMPLOYMENT		010 5-013-365	UNEMPLOYMENT COMPENSATIO	3.85	
		4TH QTR 2023 UNEMPLOYMENT		010 5-014-365	UNEMPLOYMENT COMPENSATIO	15.56	
		4TH QTR 2023 UNEMPLOYMENT		010 5-015-365	UNEMPLOYMENT COMPENSATIO	13.16	
		4TH QTR 2023 UNEMPLOYMENT		010 5-016-365	UNEMPLOYMENT COMPENSATIO	15.48	
		4TH QTR 2023 UNEMPLOYMENT		010 5-017-365	UNEMPLOYMENT COMPENSATIO	34.78	
		4TH QTR 2023 UNEMPLOYMENT		010 5-018-365	UNEMPLOYMENT COMPENSATIO	38.02	
		4TH QTR 2023 UNEMPLOYMENT		010 5-019-365	UNEMPLOYMENT COMPENSATIO	16.68	
		4TH QTR 2023 UNEMPLOYMENT		010 5-023-365	UNEMPLOYMENT COMPENSATIO	432.45	
		4TH QTR 2023 UNEMPLOYMENT		010 5-025-365	UNEMPLOYMENT COMPENSATIO	10.57	
		4TH QTR 2023 UNEMPLOYMENT		010 5-041-365	UNEMPLOYMENT COMPENSATIO	359.64	
		4TH QTR 2023 UNEMPLOYMENT		010 5-045-365	UNEMPLOYMENT COMPENSATIO	29.83	
		4TH QTR 2023 UNEMPLOYMENT		010 5-071-365	UNEMPLOYMENT COMPENSATIO	41.24	
		4TH QTR 2023 UNEMPLOYMENT		010 5-091-365	UNEMPLOYMENT COMPENSATIO	0.20	
		4TH QTR 2023 UNEMPLOYMENT		010 5-163-365	UNEMPLOYMENT COMPENSATIO	183.59	
		4TH QTR 2023 UNEMPLOYMENT		180 5-205-365	UNEMPLOYMENT COMPENSATIO	14.26	
		4TH QTR 2023 UNEMPLOYMENT		360 5-000-365	UNEMPLOYMENT COMPENSATIO	5.48	
		4TH QTR 2023 UNEMPLOYMENT		370 5-000-365	UNEMPLOYMENT COMPENSATIO	63.27	
		4TH QTR 2023 UNEMPLOYMENT		620 5-000-365	UNEMPLOYMENT COMPENSATIO	14.37	
		4TH QTR 2023 UNEMPLOYMENT		720 5-000-365	UNEMPLOYMENT COMPENSATIO	17.41	
		4TH QTR 2023 UNEMPLOYMENT		760 5-000-365	UNEMPLOYMENT COMPENSATIO	14.34	
		4TH QTR 2023 UNEMPLOYMENT		800 5-020-365	UNEMPLOYMENT COMPENSATIO	288.35	
		4TH QTR 2023 UNEMPLOYMENT		800 5-022-365	UNEMPLOYMENT COMPENSATIO	21.03	
		4TH QTR 2023 UNEMPLOYMENT		800 5-030-365	UNEMPLOYMENT COMPENSATIO	277.48	
		4TH QTR 2023 UNEMPLOYMENT		800 5-040-365	UNEMPLOYMENT COMPENSATIO	9.69	
		4TH QTR 2023 UNEMPLOYMENT		900 5-026-365	UNEMPLOYMENT COMPENSATIO	119.18	
		4TH QTR 2023 UNEMPLOYMENT		900 5-027-365	UNEMPLOYMENT COMPENSATIO	33.63	
		4TH QTR 2023 UNEMPLOYMENT		900 5-036-365	UNEMPLOYMENT COMPENSATIO	83.85	
		4TH QTR 2023 UNEMPLOYMENT		900 5-037-365	UNEMPLOYMENT COMPENSATIO	66.01	
		4TH QTR 2023 UNEMPLOYMENT		900 5-046-365	UNEMPLOYMENT COMPENSATIO	75.87	
=== VENDOR TOTALS ===			2,378.88				

01-55695 KANSAS GOLF AND TURF, INC.

I-01-316424		BRAKE PAD KIT X 6	450.31				
1/25/2024	AP	DUE: 2/24/2024 DISC: 2/24/2024		1099: N			
		BRAKE PAD KIT X 2		370 5-000-620	EQUIPMENT MAINTENANCE		150.10
		BRAKE PAD KIT X 2		370 5-000-620	EQUIPMENT MAINTENANCE		150.10
		BRAKE PAD KIT X 2		370 5-000-620	EQUIPMENT MAINTENANCE		150.11
		=== VENDOR TOTALS ===	450.31				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-02070	KANSAS LUMBER COMPANY						
I-383552		BOARD FOR BRIDGE	13.50				
12/29/2023	AP	DUE: 1/28/2024 DISC: 1/28/2024		1099: N			
		BOARD FOR BRIDGE		370 5-000-520.02	DEPARTMENT SUPPLIES-MAIN	13.50	
I-383963		2 X 4 LUMBER	9.53				
1/23/2024	AP	DUE: 2/22/2024 DISC: 2/22/2024		1099: N			
		2 X 4 LUMBER		800 5-030-520	DEPARTMENT SUPPLIES	9.53	
=== VENDOR TOTALS ===			23.03				
=====							
01-55810	KANSAS ONE-CALL SYSTEM, INC.						
I-4010201.1		1/24 LOCATE FEES	142.80				
1/31/2024	AP	DUE: 3/02/2024 DISC: 3/02/2024		1099: N			
		1/24 LOCATE FEES		800 5-020-478	PROFESSIONAL SERVICES	71.40	
		1/24 LOCATE FEES		900 5-026-478	PROFESSIONAL SERVICES	35.70	
		1/24 LOCATE FEES		900 5-027-478	PROFESSIONAL SERVICES	35.70	
=== VENDOR TOTALS ===			142.80				
=====							
01-59252	KANSAS SECURED TITLE, INC.						
I-,G0004487		OWNER'S POLICY-906 W 9TH	360.00				
1/22/2024	AP	DUE: 1/22/2024 DISC: 1/22/2024		1099: N			
		OWNER'S POLICY-906 W 9TH		620 5-000-455.01	USDA SECTION 523 HOUSING	360.00	
I-202402071609		CLOSING FEES-904 W 9TH	953.00				
1/09/2024	AP	MANUAL CK# 003885 1/09/2024		1099: N			
		CLOSING FEES-904 W 9TH		620 5-000-455.01	USDA SECTION 523 HOUSING	953.00	
I-202402071610		CLOSING FEES-1513 S ELM	1,846.00				
1/09/2024	AP	MANUAL CK# 003882 1/09/2024		1099: N			
		CLOSING FEES-1513 S ELM		620 5-000-455.01	USDA SECTION 523 HOUSING	1,846.00	
=== VENDOR TOTALS ===			3,159.00				
=====							
01-59960	KANSAS STATE TREASURER						
I-202402071611		12/23 FEES, SURCHARGES	2,157.46				
12/31/2023	AP	DUE: 1/30/2024 DISC: 1/30/2024		1099: N			
		12/23 REINSTATEMENT FEES		010 5-013-460	PAYMENTS TO STATE AGENCY	200.00	
		12/23 JUDICIAL DOCKET		010 5-013-460	PAYMENTS TO STATE AGENCY	44.00	
		12/23 JUDICIAL EDUCATION		010 5-013-460	PAYMENTS TO STATE AGENCY	64.27	
		12/23 LAW ENFORCEMENT TRAINING		010 5-013-460	PAYMENTS TO STATE AGENCY	1,433.23	
		12/23 DUI FINES		010 5-013-460	PAYMENTS TO STATE AGENCY	415.96	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-59960	KANSAS STATE TREASURER	(** CONTINUED **)				
=====						
I-202402071612		1/24 FEES, SURCHARGES	955.00			
1/31/2024	AP	DUE: 3/02/2024 DISC: 3/02/2024		1099: N		
		1/24 JUDICIAL EDUCATION		010 5-013-460	PAYMENTS TO STATE AGENCY	29.75
		1/24 LAW ENFORCEMENT TRAINING		010 5-013-460	PAYMENTS TO STATE AGENCY	645.75
		1/24 DUI FINES		010 5-013-460	PAYMENTS TO STATE AGENCY	279.50
		=== VENDOR TOTALS ===	3,112.46			
=====						
01-55946	KANSAS WATER OFFICE					
=====						
I-709-2024-73		EXCESS OF MINIMUM PER CONTRAC	14,292.94			
1/18/2024	AP	DUE: 2/17/2024 DISC: 2/17/2024		1099: N		
		EXCESS OF MINIMUM PER CONTRACT		900 5-046-496	WATER PURCHASE/ELK CTY	14,292.94
		=== VENDOR TOTALS ===	14,292.94			
=====						
01-56319	KYLE WAYNE EVANS					
=====						
I-202402071613		FIRST AID/CPR/AED TRNG X 48	1,680.00			
1/11/2024	AP	DUE: 1/11/2024 DISC: 1/11/2024		1099: Y		
		FIRST AID/CPR/AED TRNG X 5		800 5-030-428	CONFERENCES-SCHOOLS	175.00
		FIRST AID/CPR/AED TRNG X 2		370 5-000-428	CONFERENCES-SCHOOLS	70.00
		FIRST AID/CPR/AED TRNG X 12		010 5-163-428	CONFERENCES-SCHOOLS	420.00
		FIRST AID/CPR/AED TRNG		760 5-000-428	CONFERENCES-SCHOOLS	35.00
		FIRST AID/CPR/AED TRNG X 6		900 5-026-428	CONFERENCES-SCHOOLS	210.00
		FIRST AID/CPR/AED TRNG X 3		010 5-017-428	CONFERENCES-SCHOOLS	105.00
		FIRST AID/CPR/AED TRNG X 9		800 5-020-428	CONFERENCES-SCHOOLS	315.00
		FIRST AID/CPR/AED TRNG X 3		900 5-027-428	CONFERENCES-SCHOOLS	105.00
		FIRST AID/CPR/AED TRNG X 2		900 5-036-428	CONFERENCES-SCHOOLS	70.00
		FIRST AID/CPR/AED TRNG		900 5-037-428	CONFERENCES-SCHOOLS	35.00
		FIRST AID/CPR/AED TRNG		720 5-000-428	CONFERENCES-SCHOOLS	35.00
		FIRST AID/CPR/AED TRNG		900 5-046-428	CONFERENCES-SCHOOLS	35.00
		FIRST AID/CPR/AED TRNG		010 5-071-428	CONFERENCES-SCHOOLS	35.00
		FIRST AID/CPR/AED TRNG		180 5-205-428	CONFERENCES-SCHOOLS	35.00
		=== VENDOR TOTALS ===	1,680.00			
=====						
01-03251	LABETTE COUNTY RWD #6					
=====						
I-202402071614		1/24 WATER USAGE-CR 5300	20.00			
1/31/2024	AP	DUE: 3/02/2024 DISC: 3/02/2024		1099: N		
		1/24 WATER USAGE-CR 5300		010 5-131-494	UTILITIES	20.00
		=== VENDOR TOTALS ===	20.00			

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-----ID-----				GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-56141	LAWSON PRODUCTS, INC.						
I-9311214796		CABLE CRIMPER SET, SCREWS	183.09				
1/12/2024	AP	DUE: 1/12/2024 DISC: 1/12/2024		1099: N			
		CABLE CRIMPER SET		010 5-163-580	TOOLS	156.75	
		SCREWS, NUTS		010 5-163-520	DEPARTMENT SUPPLIES	26.34	
		=== VENDOR TOTALS ===	183.09				
=====							
01-56329	LEAGUE OF KANSAS MUNICIPALITIE						
I-8422		CITY OFFICIALS MANUAL	60.61				
2/02/2024	AP	DUE: 2/02/2024 DISC: 2/02/2024		1099: N			
		CITY OFFICIALS MANUAL		010 5-011-444	DUES/SUBSCRIPTION/PUBLIC	60.61	
		=== VENDOR TOTALS ===	60.61				
=====							
01-56558	MCCARTY'S OFFICE MACHINES, INC						
I-5827-1		LABEL MAKER, LABELS, CLIPBOAR	86.19				
1/12/2024	AP	DUE: 2/11/2024 DISC: 2/11/2024		1099: N			
		LABEL MAKER, LABELS, CLIPBOARD		800 5-020-550	OFFICE SUPPLIES	86.19	
I-5881-1		COPY PAPER, BINDER, CLIPBOARD	105.59				
1/16/2024	AP	DUE: 2/15/2024 DISC: 2/15/2024		1099: N			
		5" D RING BINDER		800 5-022-550	OFFICE SUPPLIES	41.59	
		COPY PAPER X 1 CASE, CLIPBOARD		800 5-020-550	OFFICE SUPPLIES	64.00	
		=== VENDOR TOTALS ===	191.78				
=====							
01-56877	MERIDIAN ANALYTICAL LABS LLC						
I-W4000179		MONTHLY DISCHARGE ANALYSIS	97.00				
1/19/2024	AP	DUE: 1/19/2024 DISC: 1/19/2024		1099: N			
		MONTHLY DISCHARGE ANALYSIS		900 5-036-478	PROFESSIONAL SERVICES	97.00	
		=== VENDOR TOTALS ===	97.00				
=====							
01-56878	MERITAIN HEALTH						
I-202402071617		2/24 HEALTH, LIFE PREMIUMS	41,875.48				
2/01/2024	AP	DUE: 2/01/2024 DISC: 2/01/2024		1099: N			
		2/24 HEALTH PREMIUMS		350 5-716-310	HEALTH INSURANCE	41,574.52	
		2/24 LIFE PREMIUMS		350 5-718-310	LIFE INSURANCE	300.96	
		=== VENDOR TOTALS ===	41,875.48				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-56909 METRO COURIER, INC.							
I-46594		LAB TEST TO KDHE	40.88				
1/15/2024	AP	DUE: 1/15/2024 DISC: 1/15/2024		1099: N			
		LAB TEST TO KDHE		900 5-036-550	OFFICE SUPPLIES	40.88	
=== VENDOR TOTALS ===			40.88				
=====							
01-57046 MID/WEST COMPANY, LLC							
I-14354		CONTROL PANEL BULBS	239.60				
1/30/2024	AP	DUE: 1/30/2024 DISC: 1/30/2024		1099: Y			
		CONTROL PANEL BULBS		800 5-030-620	EQUIPMENT MAINTENANCE	239.60	
=== VENDOR TOTALS ===			239.60				
=====							
01-57073 MIDWEST ELECTRIC TRANSFORMERS							
I-62476		REPAIR TRANSFORMER X 2	13,722.53				
2/02/2024	AP	DUE: 2/02/2024 DISC: 2/02/2024		1099: N			
		REPAIR TRANSFORMER X 2		800 5-020-870	TRANSFORMERS	13,722.53	
=== VENDOR TOTALS ===			13,722.53				
=====							
01-57098 MIDWEST METER, INC.							
I-0163139-IN		METER BOLTS, GASKETS	2,293.04				
1/12/2024	AP	DUE: 1/12/2024 DISC: 1/12/2024		1099: N			
		METER BOLTS, GASKETS		900 5-026-840	METERS/INSTR/TRANFRMRS	2,293.04	
=== VENDOR TOTALS ===			2,293.04				
=====							
01-03480 MIKE SHOOK							
I-24-102		2/24 CONSULTING SERVICES	4,000.00				
2/02/2024	AP	DUE: 3/04/2024 DISC: 3/04/2024		1099: N			
		2/24 CONSULTING SERVICES		800 5-040-478	PROFESSIONAL SERVICES	4,000.00	
=== VENDOR TOTALS ===			4,000.00				
=====							
01-57198 MKS PIPE AND VALVE COMPANY							
I-1665210		ACTUATOR REBUILD KIT	467.95				
1/10/2024	AP	DUE: 1/10/2024 DISC: 1/10/2024		1099: N			
		ACTUATOR REBUILD KIT		800 5-030-620	EQUIPMENT MAINTENANCE	467.95	
=== VENDOR TOTALS ===			467.95				

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-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-52422	MONTGOMERY COUNTY CHRONICLE						
I-202402071619		FINANCE DIRECTOR JOB POSTING	180.00				
1/11/2024	AP	DUE: 2/10/2024 DISC: 2/10/2024		1099: N			
		FINANCE DIRECTOR JOB POSTING		010 5-014-482	PUBLIC NOTICES	180.00	
I-202402071620		ANNUAL SUBSCRIPTION RENEWAL	60.00				
2/07/2024	AP	DUE: 3/09/2024 DISC: 3/09/2024		1099: N			
		ANNUAL SUBSCRIPTION RENEWAL		010 5-012-444	DUES/SUBSCRIPTION/PUBLIC	60.00	
		=== VENDOR TOTALS ===	240.00				
=====							
01-57482	MYGOV, LLC						
I-8866		2/24 SOFTWARE SUPPORT	680.00				
2/01/2024	AP	DUE: 2/01/2024 DISC: 2/01/2024		1099: N			
		2/24 SOFTWARE SUPPORT		010 5-045-424	CONTRACTUAL AGREEMENTS	340.00	
		2/24 SOFTWARE SUPPORT		010 5-071-424	CONTRACTUAL AGREEMENTS	340.00	
		=== VENDOR TOTALS ===	680.00				
=====							
01-57489	NALCO COMPANY						
I-6602465823		TRASAR	2,001.62				
1/24/2024	AP	DUE: 1/24/2024 DISC: 1/24/2024		1099: N			
		TRASAR		800 5-030-525	CHEMICALS/FERTILIZERS/SE	2,001.62	
		=== VENDOR TOTALS ===	2,001.62				
=====							
01-57502	NIEL HOTELS LLC						
I-202402071621		2/24 CID SALES TAX	4,721.37				
2/01/2024	AP	DUE: 2/01/2024 DISC: 2/01/2024		1099: N			
		2/24 CID SALES TAX		570 5-000-424	CONTRACTUAL AGREEMENTS	4,721.37	
		=== VENDOR TOTALS ===	4,721.37				
=====							
01-02689	NO LIMIT POWERSPORTS - JON'S						
I-11686		SUB-FRAME MOUNTS, SWITCH	488.70				
1/23/2024	AP	DUE: 1/23/2024 DISC: 1/23/2024		1099: N			
		SUB-FRAME MOUNTS, SWITCH		010 5-163-620	EQUIPMENT MAINTENANCE	488.70	
I-11704		HYDRAULIC FLUID	332.10				
1/26/2024	AP	DUE: 1/26/2024 DISC: 1/26/2024		1099: N			
		HYDRAULIC FLUID		010 5-163-545	MOTOR FUELS/LUBRICANTS	332.10	
		=== VENDOR TOTALS ===	820.80				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-02720	O'REILLY AUTOMOTIVE, INC.						
I-0144-166797		WIPER BLADE X 2	27.88				
1/29/2024	AP	DUE: 2/28/2024 DISC: 2/28/2024		1099: N			
		WIPER BLADE X 2		800 5-030-590	VEHICLE-EQUIP SUPPLIES	27.88	
I-0144-166970		DIELECTRIC GREASE X 6	88.22				
1/30/2024	AP	DUE: 3/01/2024 DISC: 3/01/2024		1099: N			
		DIELECTRIC GREASE X 6		800 5-030-545	MOTOR FUELS/LUBRICANTS	88.22	
		=== VENDOR TOTALS ===	116.10				
=====							
01-57872	OKLAHOMA RUBBER & GASKET COMPA						
I-45199		BOILER GASKETS	173.56				
1/31/2024	AP	DUE: 1/31/2024 DISC: 1/31/2024		1099: N			
		BOILER GASKETS		800 5-030-620	EQUIPMENT MAINTENANCE	173.56	
		=== VENDOR TOTALS ===	173.56				
=====							
01-02715	OPTIC SHOP						
I-4416		SAFETY GLASSES-N. HANIGAN	196.00				
1/16/2024	AP	DUE: 2/15/2024 DISC: 2/15/2024		1099: Y			
		SAFETY GLASSES-N. HANIGAN		900 5-027-570	SAFETY EQUIPMENT	196.00	
		=== VENDOR TOTALS ===	196.00				
=====							
01-58467	PRESTIGE FLAG						
I-733069		PLASTIC CUP X 18	245.04				
1/05/2024	AP	DUE: 2/04/2024 DISC: 2/04/2024		1099: N			
		PLASTIC CUP X 18		370 5-000-520.03	DEPARTMENT SUPPLIES-AMME	245.04	
		=== VENDOR TOTALS ===	245.04				
=====							
01-59202	SCOTT LAZENBY						
I-202402081626		1/24 MILEAGE REIMBURSEMENT	121.14				
2/01/2024	AP	DUE: 2/01/2024 DISC: 2/01/2024		1099: N			
		1/24 MILEAGE REIMBURSEMENT		370 5-000-490	TRAVEL EXPENSE REIMBURSE	121.14	
		=== VENDOR TOTALS ===	121.14				

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03460	SHERWIN WILLIAMS COMPANY					
I-4429-5		DENATURED ALCOHOL	55.57			
2/02/2024	AP	DUE: 3/04/2024 DISC: 3/04/2024		1099: N		
		DENATURED ALCOHOL		800 5-030-520	DEPARTMENT SUPPLIES	55.57
=== VENDOR TOTALS ===			55.57			
=====						
01-59035	SMC ELECTRIC SUPPLY					
I-51080279-00		TEST LEAD SET	117.63			
1/23/2024	AP	DUE: 2/22/2024 DISC: 2/22/2024		1099: N		
		TEST LEAD SET		800 5-020-520	DEPARTMENT SUPPLIES	117.63
I-51080291-01		JOINT COMPOUND X 4	80.98			
1/30/2024	AP	DUE: 3/01/2024 DISC: 3/01/2024		1099: N		
		JOINT COMPOUND X 4		800 5-020-520	DEPARTMENT SUPPLIES	80.98
I-51080365-00		FLUKE METER CASE	74.91			
2/01/2024	AP	DUE: 3/03/2024 DISC: 3/03/2024		1099: N		
		FLUKE METER CASE		800 5-020-520	DEPARTMENT SUPPLIES	74.91
I-51080458-00		AC/DC METER	541.45			
1/30/2024	AP	DUE: 3/01/2024 DISC: 3/01/2024		1099: N		
		AC/DC METER		800 5-020-580	TOOLS	541.45
=== VENDOR TOTALS ===			814.97			
=====						
01-59722	SOUTHWEST POWER POOL, INC.					
I-SPP10585		2024 MEMBERSHIP ASSESSMENT	6,000.00			
1/31/2024	AP	DUE: 1/31/2024 DISC: 1/31/2024		1099: N		
		2024 MEMBERSHIP ASSESSMENT		800 5-022-444	DUES/SUBSCRIPTION/PUBLIC	6,000.00
=== VENDOR TOTALS ===			6,000.00			
=====						
01-59900	STANION WHOLESALE ELECTRIC CO.					
I-5666703-00		POLE PLATE, WIRE TIES, GUY ST	1,371.31			
1/19/2024	AP	DUE: 2/18/2024 DISC: 2/18/2024		1099: N		
		POLE PLATE, WIRE TIES, GUY STR		810 5-020-850	OTHER EQUIPMENT	1,371.31
=== VENDOR TOTALS ===			1,371.31			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03770	THOMPSON BROTHERS SUPPLIES, IN					
I-867213		COMPRESSED HYDROGEN, CARBON D	667.20			
1/19/2024	AP	DUE: 2/18/2024 DISC: 2/18/2024		1099: N		
		COMPRESSED HYDROGEN, CARBON DI		800 5-030-525	CHEMICALS/FERTILIZERS/SE	667.20
I-867604		COMPRESSED HYDROGEN	235.70			
1/25/2024	AP	DUE: 2/24/2024 DISC: 2/24/2024		1099: N		
		COMPRESSED HYDROGEN		800 5-030-525	CHEMICALS/FERTILIZERS/SE	235.70
		=== VENDOR TOTALS ===	902.90			
=====						
01-03267	TIM WILSON					
I-202402071622		MILEAGE-TOPEKA-KDHE	203.68			
1/31/2024	AP	DUE: 1/31/2024 DISC: 1/31/2024		1099: N		
		MILEAGE-TOPEKA-KDHE		900 5-036-490	TRAVEL EXPENSE REIMBURSE	203.68
		=== VENDOR TOTALS ===	203.68			
=====						
01-03810	TOOL SUPPLY, INC.					
I-0105273-00		RATCHET WRENCH	53.92			
1/19/2024	AP	DUE: 2/18/2024 DISC: 2/18/2024		1099: N		
		RATCHET WRENCH		800 5-030-580	TOOLS	53.92
I-0105313-00		SCREWS, WASHERS, NUTS	5.67			
1/25/2024	AP	DUE: 2/24/2024 DISC: 2/24/2024		1099: N		
		SCREWS, WASHERS, NUTS		800 5-030-520	DEPARTMENT SUPPLIES	5.67
I-0105316-00		ADAPTER, SOCKET	71.70			
1/25/2024	AP	DUE: 2/24/2024 DISC: 2/24/2024		1099: N		
		ADAPTER, SOCKET		800 5-030-580	TOOLS	71.70
I-0105380-00		CLEANING PAD X 20	50.14			
2/02/2024	AP	DUE: 3/04/2024 DISC: 3/04/2024		1099: N		
		CLEANING PAD X 20		800 5-030-520	DEPARTMENT SUPPLIES	50.14
		=== VENDOR TOTALS ===	181.43			
=====						
01-60410	TOTAH COMMUNICATIONS, INC.					
I-202402071623		2/24 E911 - LIBERTY	27.84			
2/01/2024	AP	DUE: 3/03/2024 DISC: 3/03/2024		1099: N		
		2/24 E911 - LIBERTY		510 5-000-416	COMMUNICATIONS	27.84
I-202402071624		2/24 E911 - TYRO	27.84			
2/01/2024	AP	DUE: 3/03/2024 DISC: 3/03/2024		1099: N		
		2/24 E911 - TYRO		510 5-000-416	COMMUNICATIONS	27.84
		=== VENDOR TOTALS ===	55.68			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-03840	TRI-STATE ELECTRIC SUPPLY COMP						
I-1122-1010013		SCREWDRIVER, PLIER, WIRE STRI	85.53				
1/24/2024	AP	DUE: 2/23/2024 DISC: 2/23/2024		1099: N			
		SCREWDRIVER, PLIER, WIRE STRIP		800 5-030-580	TOOLS		85.53
		=== VENDOR TOTALS ===	85.53				
=====							
01-60800	U.S. BANK EQUIPMENT FINANCE						
I-520839267		PD COPIER LEASE	148.80				
1/23/2024	AP	DUE: 1/23/2024 DISC: 1/23/2024		1099: N			
		PD COPIER LEASE		010 5-023-448	EQUIPMENT-RENTAL/SERVICE		148.80
I-521328252		ENGINEERING COPIER LEASE	127.29				
1/30/2024	AP	DUE: 1/30/2024 DISC: 1/30/2024		1099: N			
		ENGINEERING COPIER LEASE		520 5-350-805	BUILDING		127.29
I-521464412		ADMIN COPIER LEASE	307.91				
2/01/2024	AP	DUE: 2/01/2024 DISC: 2/01/2024		1099: N			
		ADMIN COPIER LEASE		010 5-131-448	EQUIPMENT-RENTAL/SERVICE		307.91
I-521464545		POWER PLANT COPIER LEASE	102.06				
2/01/2024	AP	DUE: 2/01/2024 DISC: 2/01/2024		1099: N			
		POWER PLANT COPIER LEASE		800 5-030-448	EQUIPMENT-RENTAL/SERVICE		102.06
I-521464644		PLOTTER LEASE	284.80				
2/01/2024	AP	DUE: 2/01/2024 DISC: 2/01/2024		1099: N			
		PLOTTER LEASE		010 5-071-448	EQUIPMENT-RENTAL/SERVICE		284.80
		=== VENDOR TOTALS ===	970.86				
=====							
01-60727	UPS SUPPLY CHAIN SOLUTIONS, IN						
I-1744339194		ALPHA TECHNOLOGIES	47.02				
2/02/2024	AP	DUE: 2/02/2024 DISC: 2/02/2024		1099: N			
		ALPHA TECHNOLOGIES		800 5-030-550	OFFICE SUPPLIES		47.02
		=== VENDOR TOTALS ===	47.02				
=====							
01-04010	WALMART CAPITAL ONE						
C-09363		RETURN STEERING WHEEL COVER	11.74CR				
1/08/2024	AP	DUE: 1/08/2024 DISC: 1/08/2024		1099: N			
		RETURN STEERING WHEEL COVER		360 5-000-590	VEHICLE-EQUIP SUPPLIES		11.74CR
I-00399-1		CHEESE, FRUIT, VEG-RTRMNT	67.05				
12/20/2023	AP	DUE: 1/19/2024 DISC: 1/19/2024		1099: N			
		CHEESE, FRUIT, VEG-RTRMNT		800 5-020-521	SPECIAL EVENTS		67.05

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=====							
01-04010	WALMART CAPITAL ONE	(** CONTINUED **)					
I-00411		LINKS, HOT DOGS, AIR FRESH	36.76				
12/20/2023	AP	DUE: 1/19/2024 DISC: 1/19/2024		1099: N			
		LINKS, HOT DOGS, BUNS		370 5-000-507	CONCESSIONS	31.98	
		AIR FRESHENERS		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	4.78	
I-00791		50" TV, MOUNT CABLE	260.46				
12/21/2023	AP	DUE: 1/20/2024 DISC: 1/20/2024		1099: N			
		50" TV, MOUNT CABLE		900 5-037-850	OTHER EQUIPMENT	260.46	
I-01022		MAGIC TAPE, PLANNER	28.95				
1/02/2024	AP	DUE: 2/01/2024 DISC: 2/01/2024		1099: N			
		MAGIC TAPE, PLANNER		760 5-000-550	OFFICE SUPPLIES	28.95	
I-01181		SHEET PROTECTORS, TAPE	20.58				
1/03/2024	AP	DUE: 2/02/2024 DISC: 2/02/2024		1099: N			
		SHEET PROTECTORS, TAPE		900 5-027-550	OFFICE SUPPLIES	20.58	
I-02387-1		BINDERS, COVERS, AIR FRESH	37.38				
1/08/2024	AP	DUE: 2/07/2024 DISC: 2/07/2024		1099: N			
		BINDER X 2		360 5-000-550	OFFICE SUPPLIES	20.39	
		STEERING WHEEL COVER		360 5-000-590	VEHICLE-EQUIP SUPPLIES	11.74	
		AIR FRESH, MOUSE TRAP		360 5-000-520	DEPARTMENT SUPPLIES	5.25	
I-02557-1		CAKE X 2-BELL, SEARLES RTRMNT	56.88				
12/21/2023	AP	DUE: 1/20/2024 DISC: 1/20/2024		1099: N			
		CAKE X 2-BELL, SEARLES RTRMNT		800 5-020-521	SPECIAL EVENTS	56.88	
I-02937-3		BINDER CLIPS, LEGAL PADS	98.99				
1/10/2024	AP	DUE: 2/09/2024 DISC: 2/09/2024		1099: N			
		BINDER CLIPS, LEGAL PADS		800 5-020-550	OFFICE SUPPLIES	98.99	
I-03300-1		SNACKS, CANDY, CLOCK, SOAP	69.80				
1/07/2024	AP	DUE: 2/06/2024 DISC: 2/06/2024		1099: N			
		SNACKS, CANDY-INCODE TRNG		010 5-017-521	SPECIAL EVENTS	43.27	
		CLOCK, SOAP, PLATES		010 5-091-520	DEPARTMENT SUPPLIES	26.53	
I-03440		DETERGENT	24.60				
1/08/2024	AP	DUE: 2/07/2024 DISC: 2/07/2024		1099: N			
		DETERGENT		010 5-041-520	DEPARTMENT SUPPLIES	24.60	
I-03470		AMMUNITION	219.24				
12/20/2023	AP	DUE: 1/19/2024 DISC: 1/19/2024		1099: N			
		AMMUNITION		010 5-023-583	OTHER EQUIPMENT	219.24	
I-03647		DISINFECTANTS, PAPER, BANDAGE	189.34				
1/03/2024	AP	DUE: 2/02/2024 DISC: 2/02/2024		1099: N			
		DISINFECTANTS, VINEGAR		900 5-036-520	DEPARTMENT SUPPLIES	116.65	
		COPY PAPER, INDEX CARDS		900 5-036-550	OFFICE SUPPLIES	55.73	
		BANDAGES		900 5-036-570	SAFETY EQUIPMENT	16.96	

PACKET: 04612 AO 24-03 2.13.24 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-04010	WALMART CAPITAL ONE	(** CONTINUED **)				
I-03649-1		COPY PAPER	99.94			
1/03/2024	AP	DUE: 2/02/2024 DISC: 2/02/2024		1099: N		
		COPY PAPER		900 5-036-550	OFFICE SUPPLIES	99.94
I-03903		DRINKS-BELL, SEARLES RTRMNT	8.50			
12/21/2023	AP	DUE: 1/20/2024 DISC: 1/20/2024		1099: N		
		DRINKS-BELL, SEARLES RTRMNT		800 5-020-521	SPECIAL EVENTS	8.50
I-04033		TV MOUNT	39.97			
1/12/2024	AP	DUE: 2/11/2024 DISC: 2/11/2024		1099: N		
		TV MOUNT		360 5-000-520	DEPARTMENT SUPPLIES	39.97
I-04062-1		27" MONITOR-INTERIM MANAGER	115.00			
12/26/2023	AP	DUE: 1/25/2024 DISC: 1/25/2024		1099: N		
		27" MONITOR-INTERIM MANAGER		500 5-310-845	OFFICE FURNITURE & EQUIP	115.00
I-06633		TABLE COVER X 3	9.79			
12/21/2023	AP	DUE: 1/20/2024 DISC: 1/20/2024		1099: N		
		TABLE COVER X 3		800 5-020-520	DEPARTMENT SUPPLIES	9.79
I-07458		MARKERS, BEEF LINKS	18.05			
1/10/2024	AP	DUE: 2/09/2024 DISC: 2/09/2024		1099: N		
		MARKERS		370 5-000-550	OFFICE SUPPLIES	9.11
		BEEF LINKS		370 5-000-507	CONCESSIONS	8.94
I-08866		ENVELOPES, TAPE, BLEACH	24.07			
1/18/2024	AP	DUE: 2/17/2024 DISC: 2/17/2024		1099: N		
		ENVELOPES, TAPE		370 5-000-550	OFFICE SUPPLIES	17.91
		BLEACH		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	6.16
I-09119		BOTTLED WATER X 48 CASES	268.86			
1/10/2024	AP	DUE: 2/09/2024 DISC: 2/09/2024		1099: N		
		BOTTLED WATER X 24 CASES		800 5-020-520	DEPARTMENT SUPPLIES	134.43
		BOTTLED WATER X 24 CASES		800 5-030-520	DEPARTMENT SUPPLIES	134.43
I-09836		SOAP, BROOMS	19.17			
12/28/2023	AP	DUE: 1/27/2024 DISC: 1/27/2024		1099: N		
		SOAP, BROOMS		010 5-041-520	DEPARTMENT SUPPLIES	19.17
I-202402081627		DRINKS FOR CHRISTMAS LUNCH	16.11			
12/20/2023	AP	DUE: 1/19/2024 DISC: 1/19/2024		1099: N		
		DRINKS FOR CHRISTMAS LUNCH		800 5-030-521	SPECIAL EVENTS	16.11
		=== VENDOR TOTALS ===	1,717.75			

PACKET: 04612 AO 24-03 2.13.24 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-61042	WARTSILA NORTH AMERICA, INC.					
I-1102306026		FLOW METER X 2	5,285.92			
1/09/2024	AP	DUE: 1/09/2024 DISC: 1/09/2024		1099: N		
		FLOW METER X 2		800 5-030-620	EQUIPMENT MAINTENANCE	5,285.92
=== VENDOR TOTALS ===			5,285.92			
=====						
01-61079	WAVE WIRELESS					
I-322691		1/24 BARTLETT TOWER SERVICE	69.00			
2/01/2024	AP	DUE: 2/01/2024 DISC: 2/01/2024		1099: N		
		1/24 BARTLETT TOWER SERVICE		510 5-000-424	CONTRACTUAL AGREEMENTS	69.00
=== VENDOR TOTALS ===			69.00			
=====						
01-50170	WEX BANK/PHILLIPS 66					
I-94988835		1/24 FUEL CHARGES	14,129.41			
1/31/2024	AP	DUE: 1/31/2024 DISC: 1/31/2024		1099: N		
		1/24 FUEL CHARGES		010 5-131-545	MOTOR FUELS/LUBRICANTS	66.82
		1/24 FUEL CHARGES		360 5-000-545	MOTOR FUELS/LUBRICANTS	314.77
		1/24 FUEL CHARGES		010 5-025-545	MOTOR FUELS/LUBRICANTS	104.31
		1/24 FUEL CHARGES		010 5-045-545	MOTOR FUELS/LUBRICANTS	103.24
		1/24 FUEL CHARGES		800 5-040-545	MOTOR FUELS/LUBRICANTS	79.62
		1/24 FUEL CHARGES		800 5-020-545	MOTOR FUELS/LUBRICANTS	1,113.26
		1/24 FUEL CHARGES		800 5-030-545	MOTOR FUELS/LUBRICANTS	358.16
		1/24 FUEL CHARGES		010 5-071-545	MOTOR FUELS/LUBRICANTS	39.74
		1/24 FUEL CHARGES		010 5-041-545	MOTOR FUELS/LUBRICANTS	705.23
		1/24 FUEL CHARGES		010 5-017-545	MOTOR FUELS/LUBRICANTS	190.17
		1/24 FUEL CHARGES		010 5-023-545	MOTOR FUELS/LUBRICANTS	3,557.38
		1/24 FUEL CHARGES		010 5-163-545	MOTOR FUELS/LUBRICANTS	4,661.04
		1/24 FUEL CHARGES		760 5-000-545	MOTOR FUELS/LUBRICANTS	53.50
		1/24 FUEL CHARGES		900 5-027-545	MOTOR FUELS/LUBRICANTS	503.57
		1/24 FUEL CHARGES		900 5-037-545	MOTOR FUELS/LUBRICANTS	292.15
		1/24 FUEL CHARGES		900 5-026-545	MOTOR FUELS/LUBRICANTS	1,848.88
		1/24 FUEL CHARGES		720 5-000-545	MOTOR FUELS/LUBRICANTS	137.57
=== VENDOR TOTALS ===			14,129.41			
=== PACKET TOTALS ===			707,150.87			

City of Coffeyville
Payroll Distribution Summary
24-03

<u>Date</u>	<u>Amount</u>
January 21, 2024	\$ 416,888.50
February 4, 2024	<u>\$ 372,761.08</u>
Total Payroll	\$ 789,649.58

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	02.13.2024	
RESOLUTION OR ORDINANCE NUMBER	R-24-03	
AGENDA TITLE	A RESOLUTION TO IMPLEMENT PERSONNEL MANUALS/MEMORANDUMS OF AGREEMENT WITH INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL #1523; AND INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE) LOCAL 123 AFL-CIO, EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2025.	
REQUESTING DEPARTMENT	Administration/Human Resources	
PRESENTER	Allison Pryor	
FISCAL INFORMATION	Cost as recommended:	Varies by fund
	Budget Line Item:	Multiple
	Balance Available	Varies by fund
	New Appropriation Required:	☒ Yes ☐ No
PURPOSE	To approve memorandums of agreement with the IBEW and IUOE bargaining units, establish compensation levels, and personnel manuals.	

BACKGROUND	The City has completed negotiations with the International Brotherhood of Electrical Workers Local 1523 (IBEW) and International Union of Operating Engineers Local 123 AFL-CIO (IUOE). These agreements cover January 1, 2024 through December 31, 2025. These are two-year contracts with negotiations covering wage and health insurance package only beginning in May, 2024. Redlines of the negotiated changes to contracts are attached.
SPECIAL NOTES	
ANALYSIS	N/A
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval.
REFERENCE DOCUMENTS ATTACHED	Redline Summary of Changes and Execution Pages for IBEW and IUOE

RESOLUTION NO. R-24-03

A RESOLUTION TO IMPLEMENT PERSONNEL MANUALS/MEMORANDUMS OF AGREEMENT WITH INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL #1523; AND INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE) LOCAL 123 AFL-CIO, EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2025.

WHEREAS, the International Brotherhood of Electrical Workers Local 1523 (IBEW) and International Union of Operating Engineers Local 123 (IUOE) have reached a tentative agreement for language to the Personnel Manual/Memorandum of Agreement for the period January 1, 2024 through December 31, 2025; and

WHEREAS, both parties desire to implement the changes effective January 1, 2024.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the changes to the January 1, 2024 through December 31, 2025, City of Coffeyville Personnel Manual/Memorandum of Agreement be and are hereby approved and the Mayor authorized to execute the agreement with the International Brotherhood of Electrical Workers Local 1523 (IBEW) and International Union of Operating Engineers Local 123 (IUOE)

ADOPTED THIS 13TH DAY OF FEBRUARY, 2024.

Alec Hendryx, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

MEMORANDUM OF AGREEMENT

Between

CITY OF COFFEYVILLE

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS
AFL-CIO, LOCAL 1523**

January 1, ~~2023~~2024 – December 31, ~~2023~~2025

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ARTICLE A. GENERAL PROVISIONS

A-1 OBJECTIVES/PURPOSE

This Memorandum of Agreement is entered into between the City of Coffeyville and the International Brotherhood of Electrical Workers (IBEW) AFL-CIO, Local Union 1523, employee organization representing certain employees of the City. It governs the activities of employees and establishes procedures for personnel matters. It supersedes any and all prior manuals, agreements, understandings, past practices and customs, whether written or oral, but excepting individual written discipline agreements. The provisions contained herein are established to:

- (a) Promote and increase the efficiency and effectiveness of city service and to provide the best possible service to the public.
- (b) Develop a program of recruitment, advancement, and tenure which will make City service attractive as a career.
- (c) Establish and maintain a uniform plan of compensation based upon the relative duties and responsibilities of each position to assure a fair and equitable wage or salary to all employees.
- (d) Establish and promote high morale among City employees by providing safe and reasonable working conditions, uniform personnel policies, and an opportunity for selection and advancement without regard to race, color, sex, disability, religion, age, national origin or ancestry, union/political affiliation, or veteran status.

The Memorandum of Agreement is intended to comply with all applicable laws. Should any part of this Agreement be found invalid by any competent governmental entity or court, such finding in no manner invalidates the entire Agreement or any part of the Agreement not directly affected by such finding. As to the part or parts of the Agreement which are directly affected by such finding, the parties agree that, within thirty (30) days after such finding becomes final, they will meet and begin negotiations on the issue of whether such part or parts should be modified, deleted, replaced, or dealt with in some other appropriate manner in order to comply with the finding by said governmental entity or court.

A-2 MANAGEMENT RIGHTS

The City of Coffeyville hereinafter referred to as the "Employer" or the "City" is a Municipal Corporation which is governed according to the laws of the State of Kansas. The form of government for the City is Commission/City Manager. The Commissioners are the elected governing body of the City.

All management rights, inherent management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the discretion and jurisdiction of the Employer.

These rights, powers and authorities of the Employer include, but are not limited to the following:

- a. The right to direct the work of its employees;
- b. The right to hire, promote, transfer, assign and retain employees in positions within the City;
- c. The right to suspend, demote or discharge employees for proper cause;
- d. The right to maintain the efficiency of governmental operations;
- e. The right to relieve employees from duties because of lack of work or for legitimate reasons;
- f. The right to take action as may be necessary to carry out the mission of the City in emergencies and;
- g. The right to determine the methods, means and personnel needed to carry on operations.
- h. The right to make and revise reasonable work and safety rules, on a City-wide, departmental, or job-specific basis, provided however that no such work or safety rules are in conflict with the provisions of this Agreement.

The listing of the foregoing rights, powers and authority are not in any way intended to be exclusive, but are merely intended to illustrate the rights of the Employer. However, the rights described herein may be limited by other terms and conditions of this Agreement.

A-3 EQUAL EMPLOYMENT OPPORTUNITY

No applicant shall be prohibited from securing employment with the City of Coffeyville as a result of the factors of: race, age, religion, color, sex, national origin or ancestry, union/political affiliation, disability or veteran status. Neither shall any employee be disciplined, denied promotional or transfer opportunities, or in any other way subjected to disparate treatment as a result of these factors. Any evidence of discrimination shall be brought to the attention of the affected employee's Department Head or the City Manager.

A-4 AMERICANS WITH DISABILITIES ACT

The City will make reasonable accommodations for disabled persons in compliance with federal and state requirements.

A-5 RECOGNITION

The provisions of this Agreement shall apply to all employees within the appropriate units as listed below, except in the case where an article is designated to apply to only one of the two organizations covered within this Agreement.

1. IBEW LOCAL UNION 1523 BARGAINING UNIT

- (a) The Employer recognizes Local Union No. 1523 of the I.B.E.W., or its successor local union of the I.B.E.W., as the sole and exclusive collective bargaining representative for employees in the following classifications:

Electrician Foreman
Line Foreman
Trouble Truck Lineman
Journeyman Lineman- Entry Level
Lineman (Apprentice 1st year) – Entry Level
Lineman (Apprentice 2nd year) – Entry Level
Lineman (Apprentice 3rd year) – Entry Level
Electrician/Meter Relayman- Entry Level
Electrician/Meter Relayman (Apprentice 1st year) – Entry Level
Electrician/Meter Relayman (Apprentice 2nd year) – Entry Level
Electrician/Meter Relayman (Apprentice 3rd year) – Entry Level
Meter Serviceman – Entry Level
Warehouse Purchasing/Records Clerk – Entry Level
Radio Repairman – Entry Level
Tree Trimmer– Entry Level
Tree Trimmer Foreman
Utility Worker – Entry Level

Note: The identification of these classifications does not imply that each classification must be filled by an employee.

All other classifications of employees within the City are excluded from IBEW Local Union 1523 representation.

- (b) The City agrees to notify the Union of the creation of any new classifications within the Electric Distribution Department and to meet with the Union to seek agreement on the inclusion or exclusion of the new classification in the IBEW Local Union 1523 bargaining unit. The parties agree to submit such classifications to the Kansas Public Employee Relations Board for a determination of the inclusion or exclusion of any new classification, in the event the parties are unable to agree on inclusion or exclusion.

A-6 DEPARTMENTAL GUIDELINES

The Director of any City department may formulate in writing reasonable guidelines for the conduct of the operations of his or her department, such as those relating to safety or operational procedures, which shall be available to all departmental employees. Such department guidelines shall not be less stringent than, in violation of, or in conflict with this Manual.

A-7 DEFINITIONS

These policies may be amended by written agreement between the City and the Union(s) involved.

A-8 DEFINITIONS

All words and phrases shall be construed and understood according to common and approved usage of the language. Use of the masculine gender shall extend to and be applied to the feminine gender as well and vice versa. The word “shall” is used to indicate a mandatory action, and the word “may” is used to indicate a permissive action. The following terms are specifically defined as indicated:

- a. **ANNIVERSARY DATE:** The calendar date upon which a specific employee started regular employment with the City.
- b. **APPOINTED OFFICIAL:** A regular, full-time employee of the City who serves at the pleasure of the City Manager or as provided in the Municipal Code.
- c. **BREAK:** An authorized rest break from work consisting of no more than fifteen (15) minutes duration.
- d. **CITY:** The City of Coffeyville, Kansas, and all departments and subdivisions thereof.
- e. **COMPENSATORY TIME OFF:** Time off from work in lieu of monetary payment for overtime worked.
- f. **CONFIDENTIAL EMPLOYEE:** Has the meaning given in K.S.A. 75-4322(c).
- g. **CONTINUOUS EMPLOYMENT:** The time from the most recent hire date to the current date of employment, including the calendar days when an employee is absent on authorized leave with or without pay.
- h. **CONTRACT AGENT:** A contract agent is an individual who serves at the pleasure of the City Manager as provided in the Municipal Code, and whose compensation and personnel administration are subject to individual contract agreement (e.g., special attorney).

- i. **DEMOTION:** An action taken by management which results in a reassignment of an employee to a position with a lower rate of pay.
- j. **DEPARTMENT:** A major functional unit of the City.
- k. **DEPARTMENT HEAD:** A person directly responsible for the administration of a City department.
- l. **DIVISION:** An activity or sub-unit within a department.
- m. **EMPLOYEE:** An employee may be defined as:
 - (1) *Regular, full-time.* A person who is employed to work a normal work week of at least forty (40) hours on a regular and continuing basis in his/her assigned classification, and who has successfully completed the initial training period.
 - (2) *Regular, part-time.* A person who is employed to work less than a normal work week of forty (40) hours on a regular and continuing basis and who has successfully completed the initial training period.
 - (3) *Temporary/seasonal.* A person employed to work on a regular and/or recurring basis during a specific season or portion of a year.
 - (4) *Trainee.* A regular employee serving in their initial training period as described in Section C-4.
- n. **ENTRY LEVEL BARGAINING UNIT REPRESENTED POSITION:** Any entry-level position in a bargaining unit that has selected union representation. This designation does not necessarily mean the position does not require any prior education, training or experience.
- o. **HOLIDAY:** The twenty-four (24) hour period of midnight to midnight of the day observed.
- p. **IMMEDIATE FAMILY:** Employee's spouse, children, sister, brother, parents, stepparents, stepchildren; grandparents, grandchildren, and in-laws (mothers, fathers, brothers, sisters, sons and daughters).
- q. **PROMOTION:** Advancement to a higher position (other than entry level positions) that normally results in increased responsibility and pay rate.
- r. **SUPERVISORY EMPLOYEE:** Has the meaning given in K.S.A. § 75-4322(b).
- s. **VOLUNTEER:** A non-paid individual in the position he or she holds. When acting as a volunteer an individual is not an employee regardless of other City

employment. Employees cannot serve as volunteers within the department in which they are employed.

ARTICLE B. POSITION CLASSIFICATIONS

B-1 OBJECTIVES AND PURPOSES

Position classification is a system of identifying and describing different kinds of work in the organization in order to permit equal treatment in employment practices and compensation. Each City position shall, on the basis of the duties, responsibilities, skills, experience, education and training required of the position, be allocated to an appropriate class. Each class may include either a single position or two or more positions.

B-2 JOB DESCRIPTIONS

Each position shall have a concise descriptive title, a description of the essential and marginal functions (tasks) of the position, and a statement of the qualifications for filling such positions. Such descriptions shall be approved by the City Manager, and shall be kept on file in the office of the City Clerk, and shall be open to inspection by any interested party during regular office hours. Whenever the City proposes to change any of the contents of a position title, job description, or statement of qualifications for a position included in an existing bargaining unit, the City shall give the appropriate bargaining representative at least fifteen (15) calendar days notice of the proposed change, and, during that time, shall meet and confer with the bargaining representative and afford it an opportunity for input and discussion concerning the proposed change. Any significant, permanent change in essential and marginal functions of a position shall be cause for the City and the appropriate bargaining unit to meet and confer regarding wages for said position. Once the City's obligation stated herein is fulfilled, the City Manager, at his discretion, may implement the proposed change at the end of said 15-day period.

B-3 PAY RANGE PLAN

The City shall adopt a pay plan, with minimum and maximum amounts of pay for each class of positions.

B-4 MAINTENANCE OF THE CLASSIFICATION PLAN

It shall be the duty of each Department Head to report to the City Manager any and all organizational changes, which will significantly alter or affect changes in existing positions or proposed positions. The City Manager shall approve all new or revised job descriptions, once the City has complied with its obligations under section B-2 above.

ARTICLE C. RECRUITMENT AND PROMOTION

C-1 NEPOTISM

- (a) In order to avoid favoritism or the appearance of favoritism based on family relationships, no one shall be employed in a position where anyone in their direct supervisory chain, from their supervisor to the City Manager, is a member of their Immediate Family.
- (b) Starting on the effective date of this Memorandum of Agreement, if two employees marry or otherwise initiate a close personal relationship that creates a conflict under this policy, the two employees must discuss the situation with the appropriate Department Head, and attempt to reach a mutually acceptable transfer or reassignment decision whereby the employees become compliant with the policy set out in Paragraph (a), above. If the employees are unable to agree upon a voluntary resolution, the Department Head and the City Manager shall transfer one of the two employees to a position that eliminates the conflict, if possible. If there is no open position available for transfer for which one of the employees is qualified, the employee with less total uninterrupted time as a City employee shall be placed on unpaid leave until such time as a transfer position becomes available.

C-2 RECRUITMENT

It shall be the policy of the City to provide fair and equal opportunity to all qualified persons to enter City employment on the basis of demonstrated merit and fitness determined by fair and practical methods of selection, without regard to race, color, sex, disability, religion, age, veteran status, national origin or ancestry. The City will insist on strict compliance with all child labor laws.

C-3 QUALIFICATIONS OF EMPLOYMENT

All new applicants for any position with the City shall meet the minimum qualifications established for that position. Each applicant shall complete a job application form. Any misrepresentation or omission of material facts shall be grounds for immediate disqualification or termination of employment upon discovery of same. A medical examination or other testing, including drug testing, may be required only after a conditional offer of employment has been made, provided that such exams or testing are required of all such applicants who are offered employment in the position. The offer of employment is contingent upon the applicant passing required post-offer tests. If he/she is recalled from separation after having been off work for more than ninety (90) days, he/she shall be required to be reexamined. The Employer shall pay for all examinations under this Article. Every employee shall, within 30 days of employment, obtain and maintain in their place of residence a working telephone with a local telephone number at which they can be reached.

C-4 TRAINING PERIOD

- (a) Each regular employee, following employment shall undergo an initial training period of six (6) months in order to achieve a minimum level of competency. The City Manager may extend any employee's initial training period for an additional six (6) months, at his or her discretion. The City Manager shall provide written notice of the reason or reasons for any extension to the employee in question and to the appropriate Union.
- (b) This time period is designed to enable the City to observe and evaluate the new employee's performance and potential. Any employee terminated during his or her initial training period or any extension thereof shall have no recourse to the grievance and arbitration procedures outlined herein at Articles H, I, and J. No employee shall be deemed to have successfully completed his or her initial training period, or any extension thereof, until successful completion has been certified in writing by the City Manager or his designee. Provided, that after the expiration of an employee's initial training period or any extension thereof, the City Manager shall, within seven (7) calendar days, after being requested in writing to do so by the employee or their bargaining unit representative, provide a final decision on extension, termination or retention in writing. Subject to the other provisions of this Agreement, successful completion of the initial training period or any extension thereof does not imply a guarantee of continued employment.
- (c) Employees in their initial training period shall have no seniority rights during said period. If the training period is successfully completed by regular full-time employees, however, it shall be considered as service for seniority purposes.

C-5 PROMOTIONS & HIRING

- (a) Promotions to non-entry-level bargaining unit represented positions shall be made from among incumbent full-time regular employees, if one or more qualified candidates are available within the City's workforce.
- (b) Entry Level Bargaining Unit Represented Positions:
 - 1. Management shall select applicants to fill Entry Level Bargaining Unit Represented Positions at its discretion. Management shall seek the best qualified, most capable individual for each position, but where qualifications and ability among applicants are substantially similar, current City employees are preferred over external applicants. The City will post internally all openings being filled under this paragraph, simultaneously with advertising the same to the general public. The City may decline to fill openings at any time in the process.
 - 2. Each regular, full-time employee who is selected for an Entry Level Bargaining Unit Represented Position shall undergo a training period of six

months (unless an extension of this period is mutually agreed to by the Employer and the employee) in order to achieve minimal competency in the new position. If the employee cannot demonstrate a minimum level of competency within the six-month training period, or decides within the first ninety (90) days of the training period that they do not want the position, the employee shall be returned to their former position and pay level. Employees requesting to return to their former position after the 90th day of their training period may be returned at the discretion of the City Manager. Any employee who is returned to their former position within the six (6) month training period, whether at his or her request or at the discretion of the City, shall be ineligible to apply for any Entry Level Bargaining Unit Represented Position or bid on any Bargaining Unit Represented Position Promotion for a period of one (1) year from the date they are returned to said former position.

3. During the training period, the employee shall retain seniority in the Department they left. Upon successful completion of the training period he or she will lose all seniority rights in the Department they left and will assume and accrue seniority in the new Department from the date they were awarded the job. City seniority, accrued vacation and sick leave, and all other benefits shall be retained. If an employee is awarded a job bid within the same Department but a different Division, the employee shall retain Department seniority but will accrue Division and classification seniority from the date they were awarded the job.

(c) Bargaining Unit Represented Position Promotions:

1. Whenever more than one person is considered to be qualified and eligible for promotion to the vacant position, selection shall be made on the basis of competitive examination and/or interview. Competitive examinations and interviews will be job related. The content and administration of the competitive examination and interview is within the discretion of the City Manager. All employees seeking promotion shall be expected to meet the minimum qualifications for the position to which they seek promotion. A medical examination or other testing, including drug testing, may be required only after an offer of promotion has been made, provided that, such exams or testing are required of all such employees who are offered promotions to that position. The offer of promotion is contingent upon the applicant passing the required tests.
2. Each employee promoted to a classification with higher pay and increased responsibility shall undergo a training period of six months in order to achieve minimal competency in the new position. If the employee cannot demonstrate a minimum level of competency within the six-month training period or decides within the first ninety (90) days of the training period that they do not want the promotion, the employee shall be returned to their

former position and pay level. Employees requesting to return to their former position after the 90th day of their training period may be returned at the discretion of the City Manager. Any employee who is returned to their former position within the six (6) month training period, whether at his or her request or at the discretion of the City, shall be ineligible to bid on any promotion or to apply for any Bargaining Unit Represented Position for a period of one (1) year from the date they are returned to said former position.

3. After a bargaining unit represented position vacancy occurs (other than Entry Level Bargaining Unit Represented Positions) and the City Manager, after consulting with the Department Head determines the position should be filled, the job shall be bulletined in all City departments for seven (7) working days during which time full-time, regular employees with proper qualifications will be entitled to submit bids for such jobs. Bids shall be filed by employees with the Employer before the time for bidding closes.
4. Management shall determine those applicants who are qualified for the appointment, and which applicant is most qualified from among the qualified applicants. In judging the qualifications of applicants, management shall consider ability, training, education, competence, experience, and initiative, along with performance during the competitive examination and/or during the job interview. If none of the incumbent full time, regular employees who bid are qualified, or if no bids are received, the City may hire an external applicant for the job or decline to fill the position.
5. When two or more qualified applicants are determined by management to be equally qualified, the vacancy will be filled by the most senior applicant. Seniority is defined as the length of continuous regular full-time service within the classification, division, department or City, as appropriate. Determination of seniority is to be made in order of priority as follows:
 - (a) Seniority in the division the vacancy is in.
 - (b) Seniority within the department which has the vacancy.
 - (c) Departmental seniority in any City department.
 - (d) Seniority as a City employee.

Loss of Seniority: All seniority will be lost under the following conditions.

- (a) Termination for cause
- (b) Resignation
- (c) Being on layoff or leave status for more than twelve (12) months (except for military leave which will be governed under applicable federal and state laws).

6. When the successful bidder has been determined, a notice will be posted in all City departments stating the successful bidder's name.
 7. The successful bidder, if a current employee, will be placed on the job at the conclusion of the selection process, and will be on a training period for six (6) months, unless an extension of this period is mutually agreed to by the Employer and the employee. During this training period, the employee shall retain seniority in the Department s/he leaves. Upon successful completion of the training period s/he will lose all seniority rights in the Department s/he left and will assume and accrue seniority in the new Department from the date s/he was awarded the job. City seniority, accrued vacation and sick leave, and all other benefits shall be retained. If an employee is awarded a job bid within the same Department but a different Division, the employee shall retain Department seniority but will accrue division and classification seniority from the date s/he was awarded the job.
- (d) Regular, full-time employees who are on layoff and have kept their seniority current as provided for in this Agreement shall be allowed to bid for Bargaining Unit Represented Position Promotions under the provisions of paragraph (c) herein and be awarded jobs that are posted while they are on layoff status. Further, these same employees may apply for Entry Level Bargaining Unit Represented Positions pursuant to the provisions of paragraph (b) herein.
 - (e) Employees who are working in jobs that are part of an apprenticeship program will not have to bid to get to the next higher level but will be raised to the next higher level at the end of the time limit, provided they have met the criteria for the next higher level.

C-6 COMMERCIAL DRIVERS LICENSE

All employees who operate commercial vehicles during the course of employment must possess a valid Commercial Driver's License. Revocation or suspension of commercial driver privileges may result in termination of employment or demotion to a non-driving position if such a position is available, and if driving is an essential function of the employee's then-current position.

Employees will be allowed time off during normal working hours to take the examinations required for the Commercial Drivers License and all renewals.

The City shall pay the difference in the cost of a Class C drivers license and a Commercial Drivers License for the initial license and all renewals.

C-7 NONDISCRIMINATION

- (a) The Employer and the recognized employee organizations agree that they shall not intimidate, coerce, or in any manner interfere with the rights of bargaining unit

employees or non-bargaining unit employees to form, join or assist an employee organization or to refrain from any such activities, including the right to withdraw, revoke or cancel employee membership at any time.

- (b) The Employer shall not discriminate against any employee organization steward who from time to time represents other employees, nor will the Employer discriminate against any employee who files a grievance against the Employer. Neither the Employer, any employee organization, nor any individual employee shall discriminate or retaliate against any individual who is called to testify at a grievance or arbitration hearing.
- (c) Any employee who believes he or she has been discriminated against or harassed on the basis of race, color, national origin, ancestry, sex, age, disability or veteran status may file a grievance under the provisions of this Agreement, and shall submit a written complaint to the City Manager, appropriate Department Head, or the Human Resource Officer. Individuals who are not comfortable communicating in writing may request a meeting to notify the City Manager or Human Resource Officer of the complaint verbally.
- (d) Employees and applicants are free to contact the Kansas Human Rights Commission and/or the United States Equal Employment Opportunity Commission at any time with any concerns they may have about alleged discrimination or harassment in the workplace, in addition to complying with the provisions of this Agreement.

C-8 PERSONNEL FILE

- (a) Current employees shall have the right to review the contents of the City's personnel file regarding the individual employee.
- (b) The City reserves the right to require that the following criteria are met:
 - (1) The employee must make arrangements in advance to schedule a time convenient for the review.
 - (2) The personnel file shall not be removed from the office in which it is maintained.
 - (3) The Human Resource Officer or designee shall be present while the file is being reviewed.
 - (4) The copying of any documents contained in the personnel file, for the employee, shall be done by a representative of the Personnel Department upon the approval of the City Manager, Human Resource Officer or designee. The first 5 pages copied for any employee from their personnel

file during any twelve-month period shall be free of charge. Each additional page copied from their personnel file shall cost twenty cents (20¢) per page.

ARTICLE D. HOURS OF WORK

D-1 DUTY HOURS AND WORK PERIODS

- (a) *General Employees.* General employees include all regular, full-time City employees except shift employees. The work period for all general employees is the seven-day work week that begins at 12:00 a.m. on Monday and ends at 12:00 midnight on the following Sunday. The normal work period for all general full-time employees shall be forty (40) hours, with two consecutive days off. A regularly scheduled work week of four (4) consecutive days of ten (10) hours worked per day may be established by mutual agreement between the City and the Union.

Each Department Head shall establish and post regular work schedules for the employees in his or her Department. Department Heads may change regular work schedules based upon the needs of the City. When changing regular work schedules, the Department Head shall notify the effected employees of the reason(s) for the change, and shall provide at least one week notice in advance of the change, unless it is not practicable to provide such notice.

D-2 MEAL PERIODS AND REST BREAKS

- (a) *Meal Periods for General employees*
- (1) Any meal period of 30 minutes or more in duration, where the employee is relieved of all duties is a non-compensable meal period and it is excluded from hours worked. Any on-duty meal period of up to 30 minutes duration, subject to being interrupted by work demands is a compensable meal period and is included in hours worked.
 - (2) If an employee who is not on standby is held over to work one and a half hours or more past the end of their normal duty hours, they shall be provided up to a 30 minute meal period. Thereafter, an additional meal period of up to 30 minutes will be provided after every additional five hours worked as long as the employee is required to work.
 - (3) If an employee who is not on standby is called out or scheduled to work one hour or more prior to the start of their normal duty hours, and there is not at least a one half hour gap between the extra duty hours and their normal duty hours they shall be provided up to a 30-minute meal period after two hours of work. Thereafter, an additional meal period of up to 30 minutes will be provided after every additional five hours worked as long as the employee is required to work.

(4) If a general employee is required by his supervisor to work through these additional meal periods in their entirety, the employee is entitled to compensation of up to 30 minutes in lieu of the meal period(s) in addition to the hours actually worked. These provisions for additional meal periods are not applicable when the additional hours worked are a result of shift trading/substitution, nor shall the employee receive any additional pay, beyond pay for actual hours worked, if the employee chooses to work through the meal period.

(5) If an employee is notified on the day prior or earlier that they will be called in early or held over, the employee is responsible to bring their own meal.

[a] General Employees – If a general employee who is not on standby is called in early or held over without advanced notice and for the City's convenience and the employee is not released from the job site to obtain their meal, the cost of the meal shall be paid by the City, upon presentation of a valid, dated receipt. (otherwise, the cost of the meal shall be paid by the employee). The cost of the meal paid for by the City shall not exceed \$~~9~~15.00.

[b] The City will not pay any meal allowance for any employee who does not actually purchase a meal, and will pay only for amounts actually spent, as shown on a valid, dated receipt.

(b) *Rest Breaks.* Employees are authorized a rest break of 15 minutes for each four hours of work. Rest breaks are not cumulative and if workload prevents the taking of a break, it shall not be carried over to another day. The time of the rest break, usually mid-morning and mid-afternoon, shall be determined by the employee's supervisor subject to workload. Rest breaks shall normally be taken on the job site; but, if the crew is close enough to a retail establishment to visit the establishment during break time, as part of the break, then they may do so, it being understood that all crew members must commence working when the break time is expired.

Break supplies must be purchased during off duty hours or during the allotted break period. For purposes of this paragraph, employees are not allowed to stop to purchase break supplies:

- on their way to their first job site in the morning;
- during travel between job sites;
- on their travel in at mealtime or the end of the workday; or
- on their way to their job site following their meal period.

D-3 OVERTIME

- (a) All employees may be required to work overtime because of increased workload, absences of other employees, emergencies, etc. The employee organizations agree on behalf of their members that such employees shall accept necessary overtime assignments, and that they should consider Employer requirements for such necessary overtime assignments as justified priority over their personal convenience and any secondary employment. Full-time employees will be scheduled for overtime prior to scheduling overtime for temporary employees. Regular full-time employees qualify for overtime compensation after they have worked more than eight (8) hours on a normal work day/shift (hours worked includes any authorized leave, sick leave, personal day leave or compensatory time leave). Regular part-time, temporary employees, seasonal employees, and employees working at the Golf Course, Activity Center, and Aquatic Center qualify for overtime compensation only after they have worked more than forty (40) hours in any seven-day work week.
- (b) Any additional or extra duty overtime worked shall be recorded as overtime. All employees shall be paid at overtime rates for actual time worked.
- (c) All additional or extra duty hours worked must have prior authorization by the employee's Department Head or designee. At the time the employee turns in his time sheet or card, it shall be noted by the employee if the compensation for the extra hours of work shall be in the form of additional wages or compensatory time.
- (d) Each department shall attempt to distribute extra hours of work equitably among employees within each classification on an annual basis. Any adjustments to rectify inequitable distribution of extra hours of work shall be accomplished through future scheduling. Each department shall post a monthly report documenting the number of extra hours worked by each employee in every classification. Any time an employee is excused from scheduled extra hours of work, those hours not worked shall be counted for the purpose of distributing extra hours of work equitably.
- (e) An employee is not subject to being scheduled for prearranged extra duty hours while on holiday or leave.
- (f) *General Employees.* All prearranged extra duty hours worked up to and including four hours on the employee's scheduled work day, shall be compensated at a rate of one and one-half times the employee's regular rate of pay. All prearranged extra duty hours worked in excess of four hours on an employee's scheduled work day shall be compensated at a rate of two times the employee's regular rate of pay. If an employee is required to work prearranged extra duty hours on either his first scheduled day off or second scheduled day off, unless the second day off falls on a Sunday, the first twelve hours worked shall be compensated for at a rate of one and one-half times the employee's regular rate of pay and any hours in excess of twelve hours shall be compensated for at a rate of two times the employee's regular rate of pay. If the employee's second day off falls on Sunday, all hours worked on said Sunday shall be compensated at two times the employee's regular rate of pay. If the employee is required to work prearranged extra duty hours on both their first

and second scheduled days off, on the first day the first twelve (12) hours worked shall be compensated for at a rate of one and one-half times the employee's regular rate of pay and any hours in excess of twelve hours shall be compensated at a rate of two times the employee's regular rate of pay, and all hours worked on the second day shall be compensated for at a rate of two times the employee's regular rate of pay. If the employee is required to work prearranged extra duty hours on Christmas Day, Thanksgiving Day or the Friday after Thanksgiving all hours worked shall be compensated for at a rate of two and one-half times the employee's regular rate of pay.

- (1) *Prearranged Extra Duty Hours:* Prearranged extra duty hours may require an employee to report to work early on a scheduled work day; to work past the end of a scheduled work day; to return for additional hours of work between scheduled work days; or to work on any scheduled day off. Except for extra duty hours scheduled on an employee's day off, if an employee is notified at any time while on duty (at work) that they have been scheduled for additional or extra hours of work, the additional hours worked shall be classified as prearranged extra duty hours. If the extra duty hours are scheduled on an employee's day off, the employee must be verbally notified on duty (at work) and at least 24 hours in advance for the additional hours worked to be classified as prearranged extra duty hours.

Employees who are prearranged to work extra duty hours on their scheduled days off shall receive a minimum of two hours pay unless the prearranged extra duty hours are canceled or rescheduled pursuant to paragraph (2) below. The compensation for the two hour minimum shall be at a rate of one and one-half the employee's regular rate of pay; unless the day off falls on a Sunday or it is the employee's second day off and they have already worked prearranged extra duty hours on their first day off, then it shall be at a rate of two times the employee's regular rate of pay. Further, if the prearranged assignment on an employee's scheduled days off requires an employee to report to work on more than one occasion outside of the two hour minimum it shall constitute a separate two-hour minimum.

When work is scheduled to be performed outside of normal business hours the qualified employee(s) will first be asked on a volunteer basis from low overtime to high overtime. If additional qualified employee(s) are needed to perform the overtime work scheduled after the volunteer list has been exhausted, qualified employee(s) may be forced from lowest overtime to highest overtime.

- a. If overtime hours are equal, the qualified employee with the least seniority will be forced to work the scheduled overtime.
- b. Special situations that may cause a hardship on the low overtime employee will be considered before forcing overtime.

- (2) Due to the multitude of variables beyond the control of the Employer, prearranged extra duty hours may periodically need to be canceled or rescheduled by the Department Head. If an employee is scheduled to work extra duty hours past the end of a scheduled work day, there shall be no compensation for canceled or rescheduled extra duty hours. If an employee is scheduled for extra duty hours that require them to report to work early on a scheduled work day, to return for additional hours of work between scheduled work days, or to report for work on any scheduled day off, and they are not notified while on duty the day prior to when they were to report for these additional hours that they have been canceled or rescheduled, at least two hours prior to when they were to report for these additional hours that they have been canceled or rescheduled, these employees shall be compensated for two hours of work at double the employee's regular rate of pay. However, if the scheduled prearranged extra duty hours are canceled due to weather conditions, the City shall make an effort to provide notice of at least one hour prior to the reporting time, but under no circumstances will compensation be required regardless of whether any notice is given.
- (3) No employee shall be required to work in excess of sixteen hours in any given twenty-four hour period unless the City is responding to an emergency situation, such as but not limited to, the interruption or potential interruption of City utility services, unsafe street conditions, or any threat to the safety and welfare of City residents. In the event an employee is required to work in excess of sixteen hours in any twenty-four hour period, the employee shall be off-duty at least eight consecutive hours for rest prior to returning for normal duty hours. For any portion of the off-duty eight hours that overlaps the employee's normal work schedule, the employee shall be compensated at their normal rate of pay. If any employee is involuntarily recalled to work during the eight hour rest period, he or she shall be paid at double the regular hourly rate until he or she receives eight consecutive hours off duty. The provisions of an off-duty rest period are not applicable when any part of the hours worked were the result of shift trading/substitution.

D-4 STANDBY (ON-CALL) TIME

- (a) *Weekday Standby.* Competent and qualified employees may be required to remain accessible by a local telephone call or pager to answer trouble calls and make repairs to restore service during the time period beginning at quitting time each regular workday and ending at the beginning of the next regular workday. The standby employee must be able to report to work within thirty minutes of notice of a service call. The standby employee shall receive compensation equal to two hours pay at their regular rate of pay for this standby service. Except for hours actually worked responding to service calls, this standby compensation is not counted as hours worked for overtime purposes.

- (b) *Weekend/Holiday Standby.* Competent and qualified employees may be required to remain accessible by a local telephone call or pager to answer trouble calls and make repairs to restore service during the time period beginning at quitting time on Friday and ending at the beginning time on the following Monday. The standby employee must be able to report to work within thirty minutes of notice of a service call. Weekend standby employees shall receive compensation equal to twelve (12) hours pay at one and one-half times their regular rate of pay for this standby service. On holidays, the weekend standby employees shall receive compensation equal to six (6) hours pay at one and one-half times their regular rate of pay for this standby service. Except for hours actually worked responding to service calls, this standby compensation is not counted as hours worked for overtime purposes. For two day weekends, the compensation for the first six (6) actual hours of service is included in the compensation for weekend standby. For holidays, the compensation for the first three (3) actual hours of service is included in the compensation standby.
- (c) *Compensation for Service Calls.* Hours worked or compensable time starts when the standby employee is notified of the service call (limited to a maximum of ~~30 minutes~~ one hour response time). After a weekend/holiday standby employee has actually worked an accumulation of six hours responding to service calls on a weekend or an accumulation of three hours responding to service calls on a holiday, the standby employee shall receive a minimum of two hours worked for each additional service call to which they respond. Any time a weekday standby employee responds to a service call, they shall receive credit for a minimum of two (2) hours worked. If multiple service calls are handled by the standby employee within any two hour minimum period, they would not receive additional compensation, even if the employee has returned home. Actual time worked in excess of the two hour minimum shall be recorded and paid at overtime rates for actual time worked.

Standby employees shall be compensated for extra hours worked in responding to service calls at double their regular rate of pay.

Standby employees shall be provided with a pager and/or radio and/or cellular phone for use during their standby periods. Employees issued a pager and/or radio and/or cellular phone shall be responsible for its safekeeping and return of the same to the City in good condition.

D-5 CALL-OUT (CALL-BACK) TIME

All employees may be required because of road conditions, leaks, interruptions in service, emergencies, etc. to return to work after their normal duty hours without it being prearranged. The employee organizations agree on behalf of their members that all members/employees shall accept necessary call-out assignments, and that they should consider Employer requirements for such necessary call-out assignments as justified priority over their personal convenience and any secondary employment. All employees shall be required to provide the City with their personal

mobile phone number to ensure that they are reachable for call-out assignments. Hours worked or compensable time starts when the employee is notified to report to work; however, the employee must be able to report to work within ~~thirty (30) minutes~~ one (1) hour of notice. Any time an employee is called-back for extra hours of work that was not prearranged, the employee shall receive credit for a minimum of two hours worked. Call-back employees shall be compensated for hours worked at double their regular rate of pay. Actual time worked in excess of the two hour minimum shall be recorded. If the call-out response time overlaps with the employee's regularly scheduled work hours, the employee shall receive their normal rate of pay from their normal starting work time forward.

An updated overtime hours list shall be provided to the workforce as often as possible after overtime has been worked.

- a. After overtime work has been performed. The total amount of overtime hours will be posted to the employee's bulletin board.
- b. If a weekly official true-up is needed the corrections will be noted to the overtime list.

D-6 COMPENSATORY TIME

An employee may be allowed to choose compensatory time in lieu of additional wages for extra hours worked. Compensatory time cannot be used to "bank" pay for any hours not actually worked (e.g. holiday pay for holiday time not worked). The calculation of compensatory time shall be at the applicable overtime rate. An employee may accumulate up to forty (40) hours of unused compensatory time. This forty (40) hour cap shall apply to both the total number of comp time hours and employee is permitted to accrue and the total number of comp time hours an employee is permitted to use in any calendar year, except that those employees who currently have more than forty (40) comp time hours accrued may use the excess hours at any time with proper approval. If the accrual or use Limit is reached in any year, an employee must be paid in cash for additional accrued hours for the remainder of the year.

Compensatory time off may not be taken in increments of less than a one hour minimum.

The Department Head must allow for the use of accumulated compensatory time within a reasonable period following the employee's request to take time off unless the operation of the department would be unduly disrupted by the employee's absence from work. If an employee requests the use of compensatory time prior to the day on which the time is to be used, then, in order to determine whether granting the request to use compensatory time off on any given day will disrupt the Department's operations, the Department Head or his or her designee may wait to respond to the request until the day prior to the requested day(s) off.

An employee is entitled to receive cash compensation for all unused accumulated compensatory time when their employment is terminated.

D-7 HOLIDAYS

(4) The following days shall be paid holidays for regular full-time employees:

- New Years Day
- Martin Luther King, Jr. Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

From time-to-time, and for certain special occasions, the City Commission may by motion designate other days as special holidays on a one time basis.

(b) When New Year's Day, Independence Day, Veterans' Day or Christmas falls on a Saturday or Sunday, the preceding Friday or following Monday, respectively shall be declared as the holiday.

I Regular part-time, Seasonal, and Temporary Employees shall not receive paid holidays.

(d) To be eligible to receive pay for a City holiday, an employee must not have been absent without leave on the scheduled workday before or the scheduled workday after the holiday.

D-8 JOB REASSIGNMENT (WORKING OUT OF CLASSIFICATION)

From time-to-time, Department Heads may find it necessary to assign employees to work out of classification. Department Heads may select the most appropriate available employee for any out-of-classification assignment, based upon the skill, experience, and past work performance of the available employees. Where all these factors are substantially equal, the most senior employee will be selected for any higher out-of-classification assignment, and the most junior employee will be selected for any lower out-of-classification assignment.

Employees who are required by their Department Head to temporarily serve in a position with a higher job classification and responsibilities than their normal position for a minimum of one hour shall be compensated at the minimum rate of pay for that position for time actually worked in the higher classification. The employee will receive no less than a 3% increase in pay for working in the higher position, but in no event shall such an employee receive more than the maximum rate of pay for the higher position in which he is temporarily assigned to work. However, no employee may be temporarily assigned to a higher position and receive the rate of pay for that position without actually performing the work of the higher position.

If an employee is temporarily assigned to a lower rated classification, the employee will receive their normal rate of pay unless the re-assignment is to accommodate some non-job related injury or physical limitation.

If any employee is temporarily assigned to work in a higher classification and such employee takes paid leave on the day they are scheduled to work in the higher classification, such leave time will be paid at the employee's regular rate of pay and not at the rate of the higher classification. Paid leave time includes, but is not necessarily limited to personal day, sick day, compensatory time, vacation time etc.

If the re-assignment (upward or downward) becomes permanent, the rate of pay for the employee's new job classification that they actually are working goes into effect.

D-9 ATTENDANCE

All employees must report to work on time and continue on duty for the entire period of their assigned work day unless their absence has been approved as provided elsewhere herein. If an employee cannot report for work at the assigned time due to illness or other cause, he/she must notify his/her Department Head or their designee as soon as possible, but in no case, less than the time specified in Article N-3I.

Employees reporting to work in uniforms or civilian clothing which are not in good condition or acceptable appearance or whose personal appearance is unacceptable can be sent home, without pay, at the discretion of the Department Head or his designee, to change into proper attire.

D-10 TRAINING

New employees shall receive appropriate training. It is the policy of the City, however, to encourage job training and educational opportunities for all employees. Training aids and educational material shall be made available whenever possible, and all supervisors are encouraged to hold periodic meetings with their employees for training purposes.

The City will pay employees for all time spent attending City-required training courses.

When an employee is required by law or by the Employer to go to school or take special training to maintain his job or to advance in his department, the City will provide or reimburse the employee for transportation, meals, lodging, and cost of school or training.

When out of town on City business per diem will be provided in accordance with the City's adopted meal policy.

If an employee is required by the City to take his own vehicle, the employee will be reimbursed per mile at the Federal IRS allowable rate. If a City vehicle is available and an employee chooses

to take their own vehicle, the employee will be reimbursed for actual fuel expenses (receipts required) rather than the per mile rate. If two (2) or more employees are attending the same training, the employees must ride together. If they choose not to do so, the city is only responsible for reimbursing the fuel expenses for the equivalent of one (1) vehicle.

Any employee attending mandatory training on his regular work day will be paid for eight (8) hours, at the regular rate of pay for his or her position. Any compensable overtime hours resulting from attending mandatory training shall be compensated at 1½ times the employee's regular rate of pay.

D-11 EDUCATIONAL REIMBURSEMENT

Any employee wishing to pursue job-related education courses may apply for educational reimbursement for 50% of the cost of tuition and books from the City according to the following guidelines:

- (4) The employee must have completed twelve (12) months of continuous service with the City;
- (b) After recommendation by the Department Head, all reimbursement shall be conditioned upon the employee receiving prior approval from either the City Manager or designee to take the course;
- I The request to take the course shall be submitted in writing not less than fifteen (15) days prior to the first day upon which such course or courses begin;
- (d) The course involved must be of adequate substance and be job related; and
- I After proof of successful completion (C- or better) of the course or courses is presented to the Finance Director, the employee will be reimbursed for 50% of the cost of tuition and books. Receipts must be submitted in order to receive reimbursement. Per IRS regulations this is a taxable benefit, therefore reimbursement will be made through payroll.

D-12 RESIGNATION

Any employee may resign by submitting his written resignation, if possible, at least 14 calendar days prior to the proposed last day on the job. Voluntary resignation forfeits all seniority rights.

ARTICLE E. USE OF VEHICLES

Whenever practical, City employees shall use City owned vehicles to conduct City business. However, when such vehicles are not available and an employee must use his personal vehicle, the expense of operating that vehicle shall be reimbursed to the employee per mile at the Federal allowable rate. Employees using their personal vehicle while on duty are required to provide

licensing, fuel, lubricants and maintenance for their vehicle at their own expense. Liability insurance complying with Kansas State Law must also be provided by the employee.

ARTICLE F. OTHER EMPLOYEE BENEFITS

The City shall continue in full force and effect without variance, the current policies of the State of Kansas K.P.E.R.S. pension plan unless amended by mutual agreement between City and employee organizations.

The City shall annually contribute the sum set forth below per full-time regular employee to a group medical insurance plan (includes dental & life insurance) for those full-time regular employees and their dependents participating in the plan

FY ~~2023-2024~~ (April 1, ~~2023-2024~~ to March 31, ~~2024~~~~2025~~): \$10,712.00 per budgeted position

If the City's maximum contribution outlined above does not fully fund the cost of the group medical insurance plan, the City may immediately implement an employee contribution plan to fund any projected deficit. To the degree possible, the employee contributions shall be for employee dependent coverage. If there is any excess money in Fund 350, beyond that necessary to provide for continued coverage of expenses incurred under the insurance plan, those funds will be used to pay for any premium increase that would otherwise be the responsibility of the employees, under this paragraph.

The City may use any amount remaining in Fund 350 Risk Management to cover medical insurance premiums, or it may retain those amounts for use in future years. Any refunds or dividends received from third party reinsurers or others shall be deposited in Fund 350 Risk Management to be used to cover future insurance premium payments.

No employee shall be entitled to any cash payment in lieu of medical care insurance coverage.

All costs for health care insurance shall be paid by the employee during any period the employee: is on a leave without pay (excluding FMLA-covered leave, during which employees must continue to pay their dependent premium contributions, if any); is on unauthorized leave; or is participating in any unlawful work stoppage.

ARTICLE G. STANDARDS OF CONDUCT AND PROGRESSIVE DISCIPLINE

G-1 AUTHORITY TO DISCIPLINE

The City Manager and respective Department Heads are responsible for the conduct and effective performance of all employees under their jurisdiction and shall have the authority and the responsibility to discipline employees as may be appropriate from time-to-time.

G-2 GENERAL POLICY

The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in the City organizations is for the most part “self” discipline. It is the duty of the employees to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of the City and the department in which they work. Each employee is expected to be self-disciplined and to work hard at being the best at what they do and in helping the City provide a high level of public service. When an employee does not exercise adequate self-discipline, it may be necessary for the City Manager, the Department Head or Supervisor to initiate disciplinary actions to correct the problem. Discipline or discharge of bargaining unit represented employees will be for just cause. Disciplinary actions for unsatisfactory performance shall be taken in compliance with Section G-6 of this Article.

G-3 DISCIPLINARY ACTIONS

The following types of disciplinary actions are officially recognized. The type of disciplinary action taken to correct an act of misconduct, or negligence does not have to follow the steps identified below in any particular order or sequence. The disciplinary action taken shall be reflective of the severity of the misconduct, negligence or unsatisfactory performance, and any other incidents of misconduct, negligence, or unsatisfactory performance in the City’s file on the employee. The employee’s overall work history, and any other pertinent factors, shall be considered in determining whether it would be appropriate to reduce the level of discipline.

- (a) *Verbal Warnings.* A verbal warning is an oral reprimand given to an employee by their Supervisor, Department Head or City Manager. A written record of the warning shall be recorded in the employee’s file. Verbal warnings shall not be used as the basis for disciplinary action, after two (2) years from the date of the warning, and shall be removed from the City’s personnel file on the employee.
- (b) *Reprimand.* A reprimand is a written censure to an employee by their Supervisor, Department Head or the City Manager, a copy of which shall be recorded in the employee’s personnel file. Reprimands shall not be used as the basis for disciplinary action, after four (4) years from the date of the reprimand, and shall be removed from the City’s personnel file on the employee.
- I *Demotion.* A demotion is the placement of an employee into a position of a lower pay range. Demotions will be based on fitness or job performance.
- (d) *Suspension.* A disciplinary suspension is the removal of an employee from service, without pay, for a specific period of time. An employee placed on suspension shall not be present at their work site without written permission from the Department Head (except to present a grievance under Article H or for union activities outlined in Article W).

- I *Dismissal (Discharge or Termination)*. Dismissal is the removal of an employee from City employment. Employees who are discharged from City service shall be entitled to receive all accrued pay (including any accrued vacation leave, compensatory time, and personal days due to the employee) on the next regular payday following discharge.

G-4 OFFICIAL COMMENDATION

When the City Manager or Department Head observes or learns of an employee who has made an outstanding contribution to his department by exercising good judgment, showing courage in a difficult situation, suggesting ways to save time and money, demonstrating outstanding service to the public, or in any manner which the Department Head or City Manager feels it is justified, an official commendation will be completed and filed in the employee's personnel file. The City Manager will distribute copies to the news media and City Commission, when appropriate.

G-5 PROCEDURE FOR DISCIPLINARY ACTION

Whenever it appears that a situation may warrant the application of disciplinary action(s), other than a verbal warning, the Supervisor, Department Head or City Manager shall follow the steps set out below. If it appears necessary or prudent to remove the employee from the workplace pending investigation, a Department Head or his or her designee may place the employee on paid administrative leave, under Section G-6, pending conclusion of the steps set out below.

- (4) Initiate an investigation into the situation, either personally or by a designee. The investigation shall include interviews of any complaining employee or citizen, interviews with any available witnesses, and a discussion of the situation with the accused employee (during which the employee shall be given an opportunity to provide his or her side of the story). Any accused employee may be represented by a Union representative during any interview that may reasonably be expected to lead to discipline, at the option of the individual employee.
- (b) At the conclusion of the investigation, the findings of the investigation shall be documented in writing. The Department Head or their designee, shall consider the findings of the investigation, and shall make a tentative disciplinary decision. At that time, the Department Head or their designee shall again meet with the employee (and employee organization representative, if desired) to discuss the findings of the investigation and to obtain any further input the employee wishes to provide.
- I The Department Head or his/her designee shall then make a final decision as to the disciplinary action, and provide written notice of the action to the employee. A copy of the documentation of the misconduct, negligence, or unsatisfactory performance, and written documentation as to form of disciplinary action taken, shall be inserted into the employee's personnel file. The employee may submit comments in writing to be attached to the record of the disciplinary action.

G-6 UNSATISFACTORY PERFORMANCE

In cases involving unsatisfactory performance of an employee's duties – if the unsatisfactory performance does not involve negligence, willful neglect, or gross incompetence – Management shall notify the employee of the shortcomings in his or her job performance, explain the City's performance expectations, and give the employee a reasonable opportunity to improve his or her performance before initiating the disciplinary process. If it appears that additional training is appropriate, and if such training can reasonably be provided to the employee using the City's in-house resources, the City shall provide and the employee shall willingly and in good faith participate in such training.

G-7 ADMINISTRATIVE LEAVE

Employees may be placed on paid administrative leave pending investigation of any incident of misconduct or negligence, if such leave is appropriate in the reasonable judgment of the Department Head. Management should complete its investigation and reach a decision regarding any discipline within ten business days after placing any employee on administrative leave, except in extraordinary circumstances.

Employees who have been arrested for criminal conduct may be returned to work, placed on paid leave, or placed on unpaid leave, at the discretion of the City Manager, pending final resolution of the matter.

Subject to the provisions of Article W, an employee on administrative leave shall not be present at the work site without written permission from the Department Head or the City Manager and, if requested, the employee shall turn in all City issued equipment.

G-8 MISCONDUCT SUBJECT TO DISCIPLINARY ACTION

The following is a list of misconduct which may subject an employee to disciplinary action, up to and including discharge from employment. *This list is not exclusive, it is only representative of the types of misconduct which subject an employee to disciplinary action.* In some cases, these acts may warrant dismissal (even if it is a first offense) rather than some lesser form of discipline. Factors such as the seriousness of the misconduct, any prior warnings or instructions the employee may have received, and the employee's prior disciplinary record will be considered when determining the appropriate level of discipline.

- (a) Violation of the City's prohibition against harassment in the workplace (Articles V and W).
- (b) Discharge of duties in a manner which results in discrimination against any person on the basis of race, religion, color, sex, age, disability, veteran status, national origin, or ancestry.
- (c) Violation of the City's Drug and Alcohol Abuse Policy (Article Y, Z).

- (d) Inducing or attempting to induce any officer or employee of the City to commit an unlawful act or to act in violation of any lawful or official order, regulation, or policy.
- (e) Conviction of or being granted a diversion for a violation of any state or federal criminal law involving dishonesty and/or violent behavior. "Violent behavior" as used in this subsection shall include any act that involves physical contact with the victim or target of the conduct in question, and any act that involves the intentional destruction of another person or entity's property, but shall not include mere verbal altercations unless such altercations include threats of immediate bodily harm.
- (f) Conviction of or being granted a diversion for driving under the influence while operating a City vehicle.
- (g) Material falsification of application for City employment or making a false statement or report in regard to any test, certification or appointment or any attempt to commit any fraud that violates the merit principles of personnel administration.
- (h) Giving or attempting to give any monetary consideration, or the delivery of undeserved service to or from any person or organization for, or in connection with, any test or appointment.
- (i) Taking or offering to take from any person for the employee's personal use, any fee, gift or other thing or service of value, in the course of his or her work or in connection with it, when such gift or other valuable thing or service is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person; accepting a bribe, gift, money or other thing or service of value with the intention to perform or refrain from performing any official act; engaging in any act of extortion or other means of obtaining money or other things or services of value through his or her position in the service of the City.
- (j) Refusal to abide by any lawful official regulation or order, failure to obey any proper direction made by a Supervisor, Department Head or City Manager, or knowingly making a false statement to any employee or officer of the City if the false statement has a negative impact on City business or on the ability of any City employee to perform his or her job duties.
- (k) Negligent or willful damage to public property, or waste of public supplies or equipment.
- (l) Wrongful taking or using any funds or property of the City for personal use or for sale or gift to others, or the making of any false claim against the City.
- (m) Neglect of duty, or willful or continued failure to render satisfactory service.

- (n) Claiming leave time under false pretenses, or falsifying attendance records for one's self or another employee.
- (o) Sleeping on the job.
- (p) Disclosing confidential records or information, unless directed to do so by the appropriate Department Head or Supervisor.
- (q) Revocation or suspension of a certification or license, including a driver's license, when such is required as a condition of City employment.
- (r) Remaining absent without leave and without calling to report the absence within the time limits specified in Article M-3I for three consecutive working days.
- (s) Failure to abide by resident requirements set forth in the City of Coffeyville Code of Ordinances as a condition of employment.
- (t) Violation of City or departmental safety policies and procedures, or willful or negligent creation of unsafe conditions in the workplace. Failure to notify a supervisor of unsafe working conditions, or of known safety violations.
- (u) Inattention to duty, carelessness, breakage, or loss of public property or funds.
- (v) Creating disruptions in the workplace.
- (w) Discourteous or disruptive conduct or other offensive behavior in public while on duty, toward members of the public while on duty, or toward employees or officers of the City at any time (provided that this rule shall not be interpreted in a way that would limit constitutionally protected expression).
- (x) Abuse of leave, excessive absenteeism, or tardiness.
- (y) Temporarily leaving the workplace without the approval of the appropriate Supervisor (includes unauthorized extended break periods).
- (z) Failure to give proper notice of absence.
- (aa) Making any written or oral public statement about the City of Coffeyville or a City Employee that is knowingly false or malicious.
- (bb) Unauthorized possession of firearms or other weapons on the job.
- (cc) Violation of personnel policies and guidelines or departmental policies and guidelines.

ARTICLE H. GRIEVANCES AND HEARINGS

The term “grievance” refers to a written statement of dissatisfaction, made by a public employee or employee organization, concerning the interpretation or application of this Agreement.

4. A grievance initiated by an employee, or by the employee organization on behalf of an employee, shall proceed in the following manner, provided that the time limits of any step may be waived by mutual agreement of the parties, expressed in writing. An employee shall be allowed to be represented by the Union at any stage of the grievance process.

FIRST STEP: The employee shall discuss his or her grievance with his or her immediate Supervisor within seven (7) calendar days of the date after the employee or employee organization knew or should have known of the event giving rise to the grievance. If a mutually satisfactory settlement is not reached within three (3) working days after the grievance has been discussed, then:

SECOND STEP: The grievance shall be reduced to writing and submitted to the Human Resources Director within three (3) additional working days. If the Human Resources Director is unavailable, the grievance may be submitted directly to the appropriate Department Head. The grievance shall state the claim or complaint along with the date and approximate time of the occurrence upon which the complaint or grievance is based. The written statement should contain the identity of the party or parties alleged to have caused the grievance, the specific action or decision challenged in the grievance, the specific provisions of the Agreement alleged to have been violated, and the remedy sought. The Human Resources Director will date-stamp the grievance, and forward it to the Department Head for review. If a mutually satisfactory settlement, expressed in writing, is not reached within ten (10) working days after the grievance has been so presented, then:

THIRD STEP: The employee, along with a representative of the employee organization, shall present his or her case along with the written statement, to the City Manager or his designated representative, within three (3) additional working days. If a mutually satisfactory settlement or an agreement to extend the time limit is not reached within ten (10) working days after the grievance has been so submitted, then the matter may be submitted to arbitration as herein provided.

All appeals and answers referred to in this section, after the first step, must be in writing. In the event any of the appeals or answers are given by mail, the postmark shall be considered to be the date of filing of either the grievance, grievance answer or appeal.

- B. In the event any of the Supervisors referred to in this procedure are within the bargaining unit, the initial grievance should be submitted at the lowest level of management that is not within the bargaining unit.

- C. The time limits provided for in this Article shall be strictly construed, and the failure of the grieving party or labor organization to meet the time limits provided for shall result in the dismissal of the grievance. Failure of the responding party to meet the time limits provided for in this Article shall result in the grievance being moved to the next step in the grievance procedure. The time limits and/or steps listed in this Article may be extended or waived at any step of the grievance procedure by written mutual agreement of the parties.
- D. In computing any period of time prescribed in this Article, the date of the act, event or default from which the designated period of time begins to run shall not be included. Whenever a party is required or permitted to do an act within a prescribed period after service of an appeal or answer upon him and the appeal or answer is served by mail, three (3) days shall be added to the prescribed period.

ARTICLE I. ARBITRATION PROCEDURE

- 4. In the event IBEW Local Union 1523 is not satisfied with the final result of the grievance procedure, IBEW Local Union 1523 may file a notice to arbitrate with the other party within seven (7) calendar days after the final response has been rendered under the grievance procedure. Simultaneously with the filing of the notice to arbitrate, the filing party shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Each party may request one (1) additional panel in the event either party determines the panel presented to be unacceptable. The two parties shall split the Federal Mediation and Conciliation Service fee for the first panel of potential arbitrators, and the party requesting any additional panel shall pay the fee for the additional panel.

Within two weeks after receipt of the list from the Federal Mediation and Conciliation Service, representatives of the parties shall hold a telephone conference for the purpose of selecting an arbitrator. The grieving party shall first strike a name from the list of proposed arbitrators; the responding party shall next strike a name from the list, and the parties shall alternately strike names from the proposed list until one arbitrator is selected. The arbitrator shall be notified of his selection within five (5) calendar days after the arbitrator has been selected, and the parties shall request from the arbitrator a list of available dates for the scheduling of the arbitration hearing.

- B. The issue to be submitted to the arbitrator shall be the same topic as initially submitted through the grievance procedure. It is the intent of the parties that issues not be submitted to an arbitrator until those issues have been considered through the grievance procedure.
- C. The arbitrator shall be called upon to interpret the Agreement but the arbitrator shall have no power to change, add to, subtract from, modify, or alter the Agreement. The arbitrator shall have no power to award punitive damages or damages for pain and suffering, mental anguish, attorney's fees, front pay, interest, or other similar

types of damages. The arbitrator shall articulate the findings of fact and conclusions of law upon which the award was granted in writing.

- D. The cost of the arbitrator shall be borne equally by both parties, except that each party shall be responsible for costs relating to their witnesses or representatives at the hearing.

Such costs shall include any fees imposed on the parties if a matter is resolved by settlement, but not within the time frame to avoid an arbitrator's cancellation fee. Any other cancellation fees shall be paid by the party responsible for such cancellation.

- E. The decision of the arbitrator shall be final and binding on all parties, provided that the arbitrator's decision draws its essence from this Agreement and is consistent with State and Federal law. The arbitrator's decision shall be subject to deferential judicial review, along the lines typically used in reviewing labor arbitration decisions.

ARTICLE J. WORK STOPPAGE

- (4) The Employer, employee organizations and other employees acknowledge that KSA Section 75-4333 (c)(5) prohibits strikes and/or lockouts. The employee organizations and the City agree to abide by the laws of the State of Kansas and continue to protect the citizens of the community at all times, including periods of labor disputes. No employee organization official or agent shall directly or indirectly encourage bargaining unit members to engage in work stoppage activities, and no employee shall engage in any work stoppage. The City shall not engage in any lockout of City employees.
- (b) In the event of any violation of this Article by employees represented by an employee organization, the Employer shall promptly notify the employee organization. Upon receipt of such notification, the employee organizations agree to notify all employees engaged in such prohibited activity by certified mail and whatever additional means are appropriate that such actions are in violation of state law and this Agreement, and to urge such employees to cease such activity. The employee organizations also agree to use their best efforts to ensure that any employees involved in such prohibited activity cease such prohibited activity as soon as possible. The Employer is free to pursue any and all legal means to insure compliance with this Article.
- I Any employees in violation of this Article may be terminated by the Employer. However, the employee so disciplined shall have the right to use the grievance and arbitration procedures of this Agreement for the purpose of attempting to prove that the employee was not involved in the activity alleged, or that the activity did not constitute a strike, slowdown, or work stoppage. The employee shall have no right

to appeal the right of the Employer to discharge the employee if the employee was involved in activity in violation of this Article.

- (d) The Employer shall not request or instruct any employee to go through a lawful primary picket line of a striking employee organization. If material or equipment is needed immediately, the Employer agrees to notify the employee organization involved, who in turn shall aid in obtaining said equipment without necessity for causing any trouble. If there is an extreme emergency, this subsection shall not apply.

ARTICLE K. REDUCTION IN FORCE

In the event it becomes necessary to reduce the working force in any classification, employees in such classification shall be reduced in reverse seniority order provided that the employees in said classification are determined by the City Manager to be equally qualified. For purposes of this provision seniority is determined in order of priority as follows:

- (1) Seniority in the Classification
- (2) Seniority in the Division
- (3) Departmental Seniority
- (4) City Seniority

In lieu of lay off, an employee may displace (“bump”) the lowest seniority employee within the same Department who is performing a job in an equal or lower classification. Provided, that the senior employee must be qualified to perform the job held by the lowest seniority employee. For purposes of this provision, department seniority will control. An employee may not displace an employee in his same classification. Such an employee who exercises his right of displacement must return to his former classification upon being recalled by the City. However, an employee loses his right to return to his former classification if he has been a successful bidder for another job during his displacement from his former classification. Only one bump per employee per lay off will be allowed. If after the bump the employee is unable to perform the duties of the job they will either be laid off or re-assigned, at the discretion of the City Manager, regardless of seniority. Bumping privileges are not available for employees in their initial training period or any extension thereof.

The names of employees who have been laid off shall be maintained by the City Personnel Department and shall be eligible for recall for a period of 24 months. The last employee laid off within a classification shall be the first employee recalled, provided such employee is otherwise qualified to perform the duty of the position in question and able to return to work within fourteen (14) calendar days after notification of recall. Fourteen (14) calendar days notice, or pay in lieu of notice, shall be given to employees before layoff. Employees that have been laid off shall notify the City Personnel Department in writing every ninety (90) days of their intent to be recalled by the City, and of their contact information for the next upcoming ninety (90) days. An employee who has been laid off and rejects a call back to employment to his former or comparable position shall immediately forfeit all rights for reemployment. Should an employee be recalled, upon the date of recall, sick leave days accrued on the date of layoff will be reinstated and vacation will

begin accruing at the rate earned for years of service. Seniority rights will be reinstated based on years of service as of the date of the lay off. Employees who have been on layoff status in excess of twenty-four (24) months shall be considered new hires if rehired.

ARTICLE L. WAGE ADMINISTRATION

L-1 PAY PERIODS

All personnel shall be paid on every other Friday for hours worked during the preceding pay period. There will be a total of 26 bi-weekly pay periods annually. The last paycheck of the year shall be the last regular full paycheck. If corrections to payroll in amounts greater than Twenty Five Dollars (\$25.00) are necessary, they will be made as soon as practicable, rather than waiting until the next regular pay day.

L-2 WAGE SCHEDULE

- (4) Step increases within classifications and pay raises due to promotions will continue to be given to eligible employees as earned. All current employees who are not in a step progression and who are not otherwise scheduled to receive a pay raise during the 2023 calendar year shall receive a 3% pay increase, including those employees who are already paid at or over the maximum rate for their positions. Contractual pay rates and pay steps for all jobs shall remain unchanged and will not increase for 2023.

(b) Each of the increases to base wage rates set out herein shall go into effect unless the City Commission declares an economic hardship at least thirty (30) days prior to the date upon which the wage increases are scheduled to go into effect.

I Generally, new employees start at the minimum wage for a given position and receive an annual incremental step increase during each of the next four (4) or five (5) years, until they reach the maximum pay for that position. However, a number of factors can affect the above scenario.

- Some City positions have a single set wage, rather than a minimum to maximum wage range. All employees in those particular positions shall be paid the identified wage for that position.
- Based on a determination by the City Manager, the City may choose to start a new employee at an amount higher than the minimum wage for a particular position, due to the applicant's length of related prior work experience, education, training completed, special skills mastered, etc.
- As an award for superior performance, early completion of required training, or certification for a particular position, etc., the City Manager may implement a mid-year wage adjustment for a given employee, not to exceed the maximum wage for that employee's position.
- Subject to the grievance and arbitration provisions herein, the City Manager may deny any employee an annual step increase, based on written documentation of unsatisfactory performance by the employee during the 12 month period preceding their eligibility for the annual step increase, or based on failure to complete required certifications or training.

- Pay raises shall become effective for the full pay period whose end date occurs after the wage adjustment approval. This may result in raises covering some days prior to the wage adjustment approval.

The above statements of the City Manager's administrative authority are by way of example and not meant to be an exhaustive list.

L-3 STARTING WAGE AND WAGE INCREASE

The wage schedule applicable to City employees represented by the employee organization listed below, for FY 2024 is attached as Exhibit 1 hereto.

- International Brotherhood of Electrical Workers, Local 1523

New employees shall normally be paid the minimum rate specified in the current policy resolution for their classification. However, exceptionally well-qualified individuals may be employed at a rate above the minimum with the approval of the City Manager.

L-4 PAYROLL DEDUCTIONS

The City is required by law to make certain payroll deductions from wages paid, e.g., federal and state taxes, social security, child support and other garnishments. The City will comply with all laws regarding payroll deductions.

L-5 TIME CLOCKS

The City shall have the right at any time during the term of this Agreement to introduce time clocks for time tracking within the bargaining units covered herein. Such time clocks will be used to track employee attendance and working time by use of time cards, identification badges, biometrics, or some other reliable system. Upon implementation, the time clock system shall be the primary resource for determining time worked by employees within the bargaining units, and wages shall be calculated based on actual time worked, with no rounding. In any case where the time clock entry is not accurate, the employee and his or her supervisor will correct the entry or provide information to the Human Resources Department sufficient to allow the Department to correct the entry. Employees who persistently fail to clock in or out as required may be subject to discipline, but must be paid for all time worked regardless of whether the employee has timed in or out as required.

ARTICLE M. EMPLOYEE LEAVE

M-1 VACATION LEAVE

Paid vacation leave shall be accrued (earned) and paid in accordance with this Article. Vacation leave will be paid at the employee's regular rate of pay (except as provided for in Section D-8). No employee shall be permitted to use vacation leave for any period spent on unauthorized leave.

- (4) *Regular full-time employees.* A regular full-time employee who works fewer than twelve days in any month shall not accrue vacation credit for that month of service. Days worked shall include regularly scheduled days worked, overtime, authorized vacation, sick leave, personal days, and compensatory time.

No paid vacation leave time may be taken during the first twelve months of employment without the written approval of the City Manager.

Regular full-time employees accrue vacation leave according to the following schedule:

Yrs of Continuous Service	1yr.	2 thru 5	6 thru 9	10 thru 14	15 thru 19	Over 19 <u>thru 25</u>	<u>Over 25</u>
Days Accrued Per Month	0.583	0.833	1.25	1.50	1.667	2.083	<u>2.083</u>
Days Accrued Per Year	7	10	15	18	20	25	<u>25</u>
Maximum Days of Vacation Leave that can be taken at one time	0	10	15	18	20	25	<u>25</u>
Maximum Total Days of Vacation Leave Accumulation Allowed ¹	NA	20	30	36	40	50	<u>60</u>

¹Not inclusive of vacation days being accrued between anniversary dates but not available to be used.

- (b) Employees who pass their 25 year anniversary will accrue one additional day of vacation for every three (3) years thereafter (i.e; over 28 years' service will accrue 26 days' vacation).

I *Other Employees.* Regular part-time, temporary and seasonal employees shall not earn vacation leave.

- (d) *Initial Training Period, Full-time Employees.* Vacation leave does not accrue during the initial training period. Initial training period employees will be retroactively credited with vacation leave for each month of employment, but only after successful completion of the training period. Employees terminated prior to attaining regular status are not entitled to receive any vacation pay upon termination.

I *Holiday During Vacation – General Employees Only.* City holidays which occur during the taking of a general employee's authorized vacation leave shall not be counted as a day of vacation.

- (f) *Accrual of Vacation Leave.* Vacation leave shall be accrued by employees at the current rate applicable for their years of service, from one anniversary date to the next anniversary date. An employee may only utilize the vacation leave after it has been fully accrued for a twelve month period from one anniversary date to the next.

Exceptions may be made as solely determined by the City Manager (or his designee) in the case of special circumstances.

- (g) *Limitations on Vacation Accrual.* Vacation leave should be taken between the anniversary date after it has been fully accrued and the next anniversary date. There will be no limitation on total vacation accrual, but accrued vacation in excess of the payout limit reflected in the chart above shall have no cash value and will not be paid to the employee upon separation from employment, regardless of the reason for separation. An employee cannot accumulate or accrue vacation leave in excess of the maximum total days/shifts of accumulation allowed in the schedule set forth in this Section. Any employee who has reached the maximum accrual level shall not accrue any additional vacation time during any month in which his or her accrued vacation is at the maximum level. The employee shall again be eligible to accrue vacation pay in the month following the month in which he or she uses vacation leave, thereby bringing his or her total accrual below the maximum level.

- (h) *Postponement of Scheduled Vacation Leave.* An employee's scheduled vacation may be postponed by the Department Head if necessitated by a manpower shortage. If an employee is required to work during any scheduled vacation leave, such employee shall take his vacation leave at a later date if at all possible. If the availability of manpower precludes the employee from taking the vacation leave at a later date, the employee, as determined by the City Manager, may be authorized to temporarily accumulate vacation in excess of the limits set forth in the schedule, or may be paid for such vacation leave at the employee's regular rate of pay. Further, any employee whose approved vacation leave is cancelled shall be paid at one and one-half times his or her regular hourly rate during the first shift that would otherwise have been part of the employee's scheduled vacation.

- (4) *Department Shutdowns.* In the event that a department is going to be shut down for any reason, the affected employees may take their vacation leave during such shutdown period rather than be on leave without pay.

- (j) *Minimum hours.*

Employees may use vacation leave in increments of not less than one hour, subject to the approval of the Department Head.

- (k) *Scheduling.*

All vacation leave requests are subject to the approval of the City Manager, Department Head, or their designee. Scheduling of vacations shall be subject to the control of each Department Head, and requests to use vacation leave at any particular time shall be granted or denied based upon the need to insure the orderly and efficient operation of City services.

Each employee shall consult with their Supervisor or Department Head at least one week in advance of their desire to take vacation leave, unless there are extenuating circumstances as agreed to by the employee and the City. In cases where the requested vacation schedules of two or more employees would adversely affect the orderly operation of the City, vacation shall be granted on a first requested, first granted basis. However, if two employees submit their request simultaneously, vacation shall be granted on the basis of seniority.

- (l) *Termination.* Upon termination, any regular full-time employee shall be compensated for all accrued but unused vacation leave, plus any vacation leave that has been accruing during the then-current anniversary year but that has not yet been available for use by the employee. Vacation shall be paid at the employee's final regular rate of pay.

M-2 PERSONAL DAYS

- (4) One day, with pay shall be granted each regular full-time employee and shall be designated a personal day during the calendar year. Full-time employees must have completed one year of continuous employment with the City before being eligible for this benefit. A personal day shall not be considered a vacation day. A personal day shall be granted provided that a personal day shall be scheduled in such a manner as not to create overtime. The personal day shall be scheduled with the approval of the Department Director or City Manager. Each employee is encouraged to notify his/her supervisor at least one (1) week in advance of the desire to take a personal day, unless there are extenuating circumstances. Personal days cannot be subdivided, and must be used on a full-day basis.
- (b) *Additional Personal Day.* Full-time regular employees who work any full calendar year after their first year of employment without taking any sick leave will be granted an additional personal day with pay during the next calendar year.

M-3 SICK LEAVE

Full-time regular employees shall be entitled to sick leave with pay for absences resulting from illness, injuries, accidents or other physical incapacity, occurring either on or off the job. No employee shall be permitted to use sick leave for any period spent on unauthorized leave or during a scheduled vacation, subject to the provisions of Article M-3(k). Temporary, seasonal and regular part-time employees are not eligible for sick leave benefits. The provisions of the Family and Medical Leave Act may apply in some circumstances, please see M-9 below.

- (4) *Accrual of Sick Leave.* Full-time regular employees who work twelve (12) days or more in any month shall accrue one (1) day (8 hours) of sick leave per month of service. Days worked shall include regularly scheduled days worked, overtime, authorized vacation, sick leave, personal day(s) and compensatory time.

- (b) *Accumulation of Sick Leave.* Sick leave accrual is limited to two hundred sixty (260) days for all full-time regular employees. Employees who have accrued the maximum amount of sick leave, or who currently have more than the maximum amount of sick leave, shall not accrue any additional sick leave until the month following any month in which the employee uses sufficient accrued sick leave to bring his or her total accrued sick leave below the applicable limit.

Whenever any employee uses six (6) months of sick leave in any twelve-month period and is eligible to apply for disability benefits under KPERS, he or she must apply for those benefits. If the employee is approved for permanent disability benefits, any accrued sick leave for that employee shall expire, and shall have no value to the employee, except that any payment for accumulated but unused sick leave time that would be available to a retiring employee under Section M-3(f), herein, will be paid to the disabled employee. Employees who are placed on long-term disability leave shall be removed from the payroll, and may be replaced. But, if any such employee recovers and is released to return to full-time regular duty within one year after the date on which he or she last performed actual work for the City, the employee shall have the right to bump back into his or her former job. Any employee hired in the interim to fill the position may be discharged as a result of this move.

On a case-by-case basis, the City and the applicable employee organization may agree to make an exception to the requirement that employees apply for disability leave after spending six months on sick leave, such as in situations where it appears likely that the employee will recover sufficiently to return to duty in the near future.

I *Notification.*

General employees. To be eligible for paid sick leave an employee, or their representative, shall notify the employee's immediate Supervisor and give the reason no later than one-half hour before the assigned start time of any workday for which sick leave is to be taken. Further, an employee may utilize sick leave with pay for physical examinations and dental work if they have provided at least one day's notice in advance to their immediate Supervisor.

(d) *Physician's Certificate.* At the discretion of the City Manager, Department Head or their designee, an employee may be required to provide a signed statement from a health care provider verifying the employee's inability to perform their assigned duties due to illness for each absence due to illness or physical disability in excess of five (5) work days. If the City Manager, Department Head, or their designee has reason to believe that an employee may be abusing sick leave, the manager in question shall inform the employee of the reasons for his or her concerns, and may require the employee in question to provide a physician's certificate for all subsequent absences allegedly due to illness or physical disability,

until such time as management is no longer concerned that the employee is or may be abusing sick leave.

- I *Rate of Pay.* The rate of pay for sick leave shall be figured at the employee's regular base rate of pay at the time the sick leave was utilized.

- (f) *Termination/Retirement.*

Full-time regular employees who terminate their employment by retirement, and the beneficiaries of full-time regular employees who terminate their employment by death, shall be paid up to a maximum of 65 days of accumulated but unused sick leave at the employee's regular base rate of pay at the time of the retirement or death.

The unused leave (vacation, sick leave and comp time) to be paid shall not cause final average salary to exceed the 15% increase allowed by the "Spike Law" which states that a member's final average salary cannot be increased by more than 15% or additional actuarial liability will be incurred, as set forth by state statutes at this time. In order to meet this requirement, the number of shifts of vacation and/or sick leave will be reduced below the amounts stated above and in M-1 in order to keep final average wages below the 15% increase.

Any full-time regular employee who terminates their service either voluntarily or involuntarily by means other than retirement or death shall not receive pay for any accumulated sick leave not used at the time of the termination.

- (g) *Abuse of Sick Leave.* Any employee who abuses sick leave is subject to adverse personnel action, up to and including dismissal. Sick leave shall be used only for the employee's illness or the illness of a member of the employee's household, as provided in sub-section (j) below.

- (h) *In Conjunction with Workers Compensation Benefits.* When any full-time regular employee is receiving compensation as a result of a compensable injury, the employee may utilize sick leave under this provision to the extent that is necessary to bring the employee's total benefit payments up to, but not exceeding, his regular base rate of pay. This partial use of sick leave benefits under these circumstances will be extended until the employee has exhausted their accumulated sick leave.

(Employees are not required to use accumulated sick leave to supplement Workers Compensation benefits. If an employee wishes to take advantage of this benefit, then when the employee receives their workers compensation check, they shall sign the check over to the City of Coffeyville. A check equal to the employee's regular base rate of pay will be written for the employee. The amount of sick leave necessary to make up the difference between the workers compensation benefits and the employee's regular base rate of pay will be subtracted from the employee's accumulated sick leave.)

(4) *Partial Absences.*

Full-time regular employees who have an absence for a fraction or part of a day which is chargeable to sick leave shall be charged increments of not less than one hour.

- (j) *Use of Sick Leave for Other Household Members.* Any regular full-time employee may utilize up to 20 days of accumulated sick leave in any calendar year to provide care to a spouse, child, parent, spouse's parent (whether or not such spouse, child, parent, or spouse's parent is living in the employee's household) or any dependent living in their household who is incapacitated by sickness or injury or for their medical, psychological, dental or optical examination or treatment. This leave shall be available for any employee who wishes to attend to any person listed in the preceding sentence who is hospitalized, but only to the extent the employee is actually attending to such person at the hospital. At the discretion of the City Manager, Department Head or their designee, an employee may be required to provide a signed statement from a health care provider verifying the household member's illness or injury for each absence in excess of three (3) working days.
- (k) *In Conjunction With Scheduled Vacations.* If an employee becomes ill while on scheduled vacation, the employee's time away from work will ordinarily continue to be charged as vacation time, for the full length of the scheduled vacation. Employees who remain unable to work due to illness or injury after the conclusion of their scheduled vacation may apply for and use sick leave under the regular terms of this Section M-3. If, however, an employee is hospitalized or similarly fully incapacitated during a scheduled vacation, such that the employee cannot use the time away from work for rest and/or relaxation, the employee shall have the right to convert the remaining time away from work to sick leave, if the employee has sufficient sick leave accrued, preserving the vacation time for future use.
- (l) *Long Term Absences.* Any employee on leave of any kind – whether it be sick leave, injury leave, some other type of leave, or several different types of leave taken together – for a total consecutive period of more than one year shall be discharged from employment, except in cases involving on-the-job injuries where the employee is continuing to recover and where it appears that the employee may eventually be able to return to work.

In the case of any discharge under this Section M-3(b), if an opening in the job classification the employee held when discharged becomes available within two years after the date of the employee's discharge, and if the City elects to fill the opening, the discharged employee shall be entitled to the job, if the employee is then able to perform all essential functions of the job and wishes to return to the job. The employee's ability to perform all functions of the job must be certified by a competent physician, acceptable to the City, in a written fitness for duty report. The employee must accept the position within five days after being notified of the

opening, and must be available to begin working within two weeks. The employee must also pass a return-to-work drug test. Any employee who is discharged under this Section and who accepts some other position with the City during the two-year period described herein shall be ineligible to return to the position from which he or she was discharged pursuant to this paragraph.

M-4 MATERNITY LEAVE

A full-time regular employee who becomes pregnant and who has successfully completed her initial training period may claim and receive maternity leave in the same manner as provided for sick leave; provided, however, that the employee may elect to utilize any accrued vacation leave if, and to the extent, such leave is available. An employee may also take leave without pay in the same manner as any other employee on leave without pay status. If medical complications related to the pregnancy exist, the employee may, with the approval of the Department Head, remain on maternity leave until released by the employee's physician. The provisions of the Family and Medical Leave Act may apply in some circumstances, please see M-9 below.

M-5 BEREAVEMENT LEAVE

Full-time regular employees. In the event of the death of a member of the employee's Immediate Family, Stepparent, Stepchild or a Grandparent-in-law, the employee shall be granted paid bereavement leave to accommodate grieving process, attend services or handle the personal affairs of the decedent occurring during schedule working hours not to exceed three (3) workdays, which shall be taken consecutively unless otherwise approved by the Department Head.

If any full-time employee desires additional time off in excess of the funeral leave provided above, it shall be taken as vacation leave, personal day, or compensatory time, subject to the approval of the Department Head. If additional leave is requested, it shall not be denied solely because another employee is on vacation.

Upon request by management, any employee seeking funeral leave pay must provide proof of his or her relationship to the decedent. Any employee who attempts to claim funeral leave to which he or she is not entitled shall be subject to discipline under Article G-8(n).

M-6 INJURY LEAVE

- (4) All injuries occurring on the job shall be reported as soon as possible to the employee's immediate supervisor. Even if it is felt at the time the injury will not require medical treatment, at minimum, an incident report should be completed and turned in to the immediate Supervisor.
- (b) Any employee injured on the job shall be eligible to use accrued sick leave during the seven (7) day waiting period for workers compensation claims. *See Article N.*

M-7 MILITARY LEAVE

Military duty means training and service performed by an inductee or enlistee in the armed forces of the United States, including time spent in reporting for and returning from such training and service. It also includes active duty training as a reservist in the armed forces of the United States or as a member of the National Guard. The City will comply with all provisions of the Uniformed Services Employment and Reemployment Rights Act. Please see the Personnel Office for further details.

- (4) *Eligibility.* Any employee who terminates City service for military duty shall be placed on military leave without pay. Such leave shall extend through 30 days after his or her release from City service. If not accepted for military duty, the employee shall be reinstated to his or her present position without loss of status or reduction in pay (see K.S.A. 73-213 et seq.).
- (b) *Restoration.* An employee returning from military leave shall be entitled to employment in the position he or she would have held had he or she remained continuously employed by the City, and not rendered military service, provided he or she makes timely application for reinstatement under the law. In addition, the former employee must be physically and mentally capable of performing the duties of the position involved.
- I *Vacation and Sick Leave.* Upon restoration to City service, all unused vacation and sick leave credits accumulated prior to the military leave shall be restored unless the employee had been paid for unused vacation leave at the time of his or her induction or enlistment.
- (d) *Military Training.* Any employee who is a member of a reserve component of the United States armed forces or the National Guard shall be granted military leave, without pay, for any required tour of active duty or field training encampment. Vacation leave with pay may be taken jointly with such military training leave (see K.S.A. 48-22).

M-8 CIVIL LEAVE

- (4) *Civil Leave With Pay.* Full-time regular employees shall be given necessary time off with pay: (1) when performing jury duty; (2) when appearing in court as a witness acting in an official capacity in connection with the City and in answer to a subpoena; (3) when appearing in court as an expert witness in an official capacity in connection with the City; (4) when performing emergency civilian duty in connection with national defense; or (5) for the purpose of voting when the polls are not open at least two hours before or after the employee's scheduled hours of work.

A full-time regular employee who receives a subpoena in connection with a criminal or civil matter (other than to be a witness or expert witness in an official capacity in connection with the City) shall be given a maximum of one day off with pay to comply with the subpoena, provided that: (1) the employee is not a party to

the action; (2) the employee is not related by blood or marriage to a party to the action; and (3) the employee does not have a financial interest in the outcome of the action.

An employee who is required to serve on jury duty shall receive their normal base rate of pay for their normal work schedule that coincides with the time they perform jury duty, minus any compensation received from the court. Copies of the payment vouchers issued by the court must be submitted before such compensation shall be allowed; or, if the employee is paid for a full day's work before the check from the court is received, it will be necessary for the employee to sign the payment from the court over to the City.

- (b) *Civil Leave Without Pay.* If any employee is involved in a personal lawsuit either as a plaintiff or as a defendant in an action not related to his or her duties with the City, the employee may take leave without pay unless he or she elects to use any accumulated vacation leave or compensatory time off.

M-9 FAMILY AND MEDICAL LEAVE ACT PROVISIONS

- (a) In accordance with Family and Medical Leave Act of 1993, as amended in 2009, any qualifying employee will be granted up to 12 weeks of unpaid family and medical leave. Such leave is available as the result of the birth, adoption, or placement of a child for foster care, to care for a spouse, child, or parent with a serious health condition, due to the employee's own serious health condition, or due to a qualifying military exigency. Up to 26 weeks of unpaid leave is available for military caregiver leave on a one-time basis per FMLA regulations. FMLA leave shall be calculated on a rolling 12-month basis. Where possible, employees are required to provide at least 30 days notice before beginning to take leave.
 - (b) *Use of paid leave.* Employees on FMLA leave shall utilize their accrued sick leave, vacation leave, and personal day(s) to cover any period of Family and Medical Leave concurrently with their FMLA leave, and shall convert to unpaid leave for any remaining portion of the twelve week allowance once all accrued paid leave is exhausted; except, that a maximum of twenty (20) days of paid sick leave for regular full-time employees, and a maximum of ten (10) shifts of paid sick leave for regular full-time fire protection personnel, shall be available when FMLA-covered leave is used to provide care for a family member, or to spend time with a child following the child's birth, adoption, or placement with the family. *See* Article M-3(j). At employees option, they have the right to reserve five (5) days of accrued sick leave for post FMLA use. Employees who reserve accrued sick leave will not be eligible to receive any donated leave hours.
- I *Eligibility.* An employee must have worked for the City at least 12 months and for a minimum of 1,250 hours during the previous year. Where a husband and wife work for the City, the total number of weeks leave to which both are entitled to will be limited to 12 weeks during any 12 month period, if the leave is used to care for a child after birth, to care for a child after adoption or following placement in foster

care, or to care for an employee's parent with a serious health condition. Where leave is requested as a result of a serious health condition, the employee will provide the City a certification statement issued by a health care provider. Should there be a question of the validity of the certification provided by the employee, the City may, at its own expense, require an opinion from a second healthcare provider. Where there is a conflict between the two opinions, the City may pay for the opinion of a third provider. The opinion of the third provider is binding on both the employee and Employer.

- (d) *Restoration.* An employee returning from FMLA-covered leave will be entitled to return to their position or to a position with equivalent benefits, pay and other terms and conditions of employment.
- I *Vacation and Sick Leave.* Employees on unpaid family leave will not accrue any vacation, or sick leave benefits; however, during the time period when the employee is utilizing accrued sick leave, vacation leave, or personal days, the employee will accrue said benefits.
- (f) *Health Insurance Coverage.* The City will continue to provide health care coverage under the same conditions as prior to the leave. Where the employee fails to return from leave, the City can recover the premium(s) that have been paid on behalf of the employee to maintain health care coverage. If failure to return to work is due to continuation, recurrence or onset of a serious health condition beyond the employee's control, the employee will not be liable for health care premiums paid while on family leave. In such cases, a certification issued by a health care provider will be required.

M-10 OTHER LEAVE

- (4) *Meetings, Seminars.* Any employee may be granted leave with pay to attend meetings, seminars and conventions related to the employee's work for the City when such attendance is required and authorized in advance by the employee's Department Head.
- (b) *Leave of Absence.* A full-time regular employee, upon written request, and with the recommendation of his or her Department Head, may be granted a leave of absence without pay for a period of up to 30 days, subject to approval of the City Manager. An employee desiring an extension of the original leave of absence may request an extension in the same manner as the original leave was requested. All such leaves of absence shall be discretionary with the employer. Employees not returning to work at the end of an approved leave of absence shall be considered by the Employer to have voluntarily terminated their employment with the City. Employees reporting for work at the conclusion of the leave of absence shall be returned to their original job or a substantially equivalent job, if such a job is available.

M-11 REQUEST FOR LEAVE

Except as provided in Section M-3I as to Sick leave and Section M-9 as to Family and Medical Leave, all leave must be authorized in writing by the employee's Department Head prior to leave time being taken. A copy of each leave record, including records of sick leave taken, signed by the employee and the Department Head shall be maintained in the appropriate file.

M-12 ACCEPTANCE OF OTHER EMPLOYMENT WHILE ON LEAVE

Acceptance of employment with another employer while on leave of absence, unless approved in writing in advance by the City Manager, is prohibited and shall result in termination of employment. For employees on medical leave, every effort shall be made to find work that the employee can perform which, in the doctor's opinion, will not aggravate the injury. If such work cannot be provided by the City, the employee may seek work elsewhere subject to approval by the doctor and the City Manager.

ARTICLE N. WORKERS COMPENSATION

An employee who is injured while in the performance of his/her job is covered by workers compensation laws of the State of Kansas. Such injury entitles the employee to hospital and medical care, plus a subsistence allowance as prescribed by law. Employees and their Supervisors are required to submit an "Employer's Report of Injury Form" to the Personnel Department as soon as possible after obtaining the necessary medical attention.

Additional compensation through the use of accrued sick leave benefits in cases involving compensable injury is available, but only to the extent necessary to bring such employee's benefit payments to, but not exceeding, his or her regular net take-home wage. The time covering partial sick leave payments under these circumstances will be extended to the extent that an employee will receive full normal sick leave. The usual procedure is for the City to pay the employee's full regular salary as long as the employee has sick leave and/or accrued vacation available, and when a workers compensation check is received, the employee signs the check over to the City. The check is then converted into equivalent hours of sick or vacation and credited to sick or vacation accrued. Employees who do not wish to use accrued sick leave benefits to supplement their Workers Compensation benefits are not required to follow this procedure.

ARTICLE O. RECOGNITION OF EMPLOYEE ORGANIZATION STEWARDS

- (a). The City recognizes the right of the employee labor organizations to designate stewards (they may also be called committee persons) who shall be recognized as representatives of the employee organizations. The employee organizations shall notify the City in writing of the names of the accredited stewards.
- (b). No steward shall be discriminated against by the City or its representatives because of the faithful performance of his/her duties as a steward.

- I The provisions contained within this Agreement apply to all stewards.

ARTICLE P. EMPLOYEE ORGANIZATION DUES

The City will deduct employee organization dues from the pay of each employee from whom it receives written authorization, and will continue to make such deductions while the authorization remains in effect. Such deductions shall commence in the month following the month in which written authorization is received by the City. The City will make deductions in equal amounts from twenty-four paychecks per full calendar year. The sums so collected shall be remitted by the City to the business manager of the employee organization, together with a list of the amount deducted from each employee. The employee organization shall provide the authorization forms and agree to hold the City harmless in case of dispute over honoring in good faith this authorization. The Employer will notify the employee organization if an authorization for withholding dues is canceled.

ARTICLE Q. WORKER SAFETY

- (4) All employees are required to wear appropriate safety equipment and follow appropriate safety precautions according to City and/or departmental policy at all times. Failure to comply with safety policies may result in disciplinary action. No employee will be required to perform any unsafe act, and employees will receive appropriate training and equipment before performing any hazardous activity.
- (b) The City will establish a Safety Committee, to consist of one hourly employee from each department – Police, Fire, Water Treatment, Waste Water Treatment, Public Service, Electric Distribution, Electric Generation, and Water and Wastewater Collection and Distribution – and such managers or supervisors as the City Manager shall designate, up to a number equaling the number of hourly employees on the Committee. Department management shall select the hourly employee who will serve on the Committee. The Committee shall meet at least quarterly. The Committee shall have the authority to review any situation it believes may create an unsafe working condition, to discuss such issues with Department managers, and to make recommendations for safety improvements to Department managers or directly to the City Manager, as the Committee deems appropriate.

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ARTICLE R. APPRENTICESHIP/TRAINING PROGRAMS

The City, and the appropriate union shall, when merited, develop apprenticeship/training programs.

There will be an agreement, in writing between the City and each apprentice/trainee. The agreement, at a minimum will include: term of apprenticeship/training, probationary period, work experience, related training, examinations, and conformance with state and federal law.

ARTICLE S. BULLETIN BOARD

- (4) The City shall designate at least one bulletin board to be utilized by each of the employee organizations for the posting of employee organization materials.
- (b) Materials posted shall concern elections, meetings, reports and other official employee organization business or notices of social and recreational activities, and no materials will be posted of a political nature; nor shall any materials derogatory to the City or other employees be posted. All material posted on the bulletin board shall either be on employee organization stationery or otherwise authenticated, and shall be authorized on its face by an officer of the employee organization.
- I Places will be provided in all departments where notices of a general nature may be posted. Accrued sick leave, available vacation days, compensatory time and seniority shall be posted in each department each month.

ARTICLE T. P.E.R.B.

It is the desire of the City and the union bargaining units to remain under the provisions of the Public Employee/Employer Relations Act for the life of this agreement.

ARTICLE U. EMPLOYEE UNION ACTIVITY

Recognized or certified unions may conduct up to twelve regular meetings and special meetings per year on City property. A represented employee who is on disciplinary suspension pursuant to Article G-3 or G-6 may attend such meetings, but may not be present any earlier than ten minutes before the start of such meeting nor stay in excess of ten minutes after such meeting has concluded. Except for the twelve regular meetings scheduled pursuant to this paragraph, no City building, facility, or equipment shall be used by any employee union to conduct meetings or elections. Employees will not be permitted to engage in or conduct union business while on duty as a City employee, except Union representatives may meet with Department Heads or Supervisors as necessary in attempts to resolve problems or grievances.

ARTICLE V. SEXUAL HARASSMENT

V-1 PURPOSE

Employees of the City of Coffeyville are entitled to a working environment that is free from all forms of discrimination, including sexual harassment. As an equal opportunity employer, the City views sexually harassing conduct as a serious form of employee misconduct which not only has a negative impact upon employee morale and productivity, but may also violate Title VII of the Civil Rights Act of 1964 and the laws of the State of Kansas. The purpose of this policy is not to regulate employee's personal lives or morality. The policy was formulated to protect employees (both male and female) from unlawful sex (gender) discrimination, in the form of sexual harassment.

Sexual harassment undermines the integrity of the employment relationship, therefore, it is the City's policy to prohibit harassment of any employee by another employee, by a supervisor, by a

vendor, by a customer, or by any other person on the basis of sex (gender). Employees (including management employees) who violate this policy are subject to disciplinary action, up to and including discharge. Others who violate this policy may be barred from City building or departments, in appropriate circumstances. This policy will be strictly enforced.

V-2 DEFINITION OF SEXUAL HARASSMENT

Sexual harassment can take many forms, including unwelcome jokes of a sexual nature, sexual comments or innuendoes, sexual advances, requests for sexual favors, unwanted touching, and other verbal or physical conduct of a sexual nature, whether explicit or implicit. Conditioning employment or job benefits on the providing of sexual favors also constitutes sexual harassment. Occasional compliments of a socially acceptable nature, and other appropriate and socially acceptable behavior normally will not constitute sexual harassment.

V-3 PROCEDURE

Any employee who feels that he or she has been subjected to, or has knowledge of, an occurrence of sexual harassment is encouraged to first tell the offending person that the conduct is inappropriate and/or unwelcome, and ask the person to stop. If the conduct persists, the employee should immediately report the matter to his or her Department Head, the Human Resource Officer, or the City Manager. The City recognizes that any person, including a manager or supervisor, can be the source of alleged harassment. Therefore, employees who believe they have experienced or witnessed sexual harassment may report to whichever of the three individuals listed above the employee is most comfortable speaking with, and need not go to his or her immediate Supervisor before registering a complaint.

The City will respond to all complaints of sexual harassment in an appropriate and prompt manner.

V-4 PROHIBITION OF RETALIATION

No one will be retaliated against for either filing a good-faith complaint or participating in an investigation of harassment. Retaliation against anyone who registers a good-faith complaint is strictly prohibited and will not be tolerated. Any employee who feels he or she has been retaliated against should immediately report such conduct to his or her Supervisor, Department Head, Human Resource Officer, or the City Manager. In addition, an employee may choose to file a grievance as provided for in this Agreement.

ARTICLE W. OTHER HARASSMENT PROHIBITED

The City of Coffeyville prohibits any employee from harassing another employee or individual on the basis of race, sex, national origin, religion, age, or disability. The City will not permit any vendor, supplier, or member of the public to harass any employee on any of the bases listed above. Prohibited harassment includes, but is not limited to, ethnic or racial slurs, jokes or other types of conduct which interfere with an employee's work, or create an intimidating or hostile environment. Any employee who feels that he or she has been harassed due to his or her race, sex, national origin, religion, age, or disability, should report the matter immediately to his or her Department

Head, the Human Resource Officer, or the City Manager, without fear of reprisal. The City considers all forms of prohibited harassment to be a serious matter. The procedures applicable to complaints of sexual harassment, as well as the prohibition against retaliation, shall also apply to all complaints concerning other forms of harassment. *See* Articles V-3 and V-4, above. Violations of this policy may result in discipline up to and including discharge.

ARTICLE X.
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS (IBEW Local Union 1523) AFL-CIO

X-1 TOOLS AND EQUIPMENT

Employees shall furnish a first set of tools, plus a first pair of buckskin gloves. The City will furnish meter shop tool belt. The City will repair or replace employee hand tools and buckskin gloves that may be worn out or damaged in service of the City. Worn out tools will become the property of the City when replaced. Gloves must be turned in for replacement pair through City's glove program. Gloves can also be purchased through the glove program.

The City will replace worn out or damaged lineman, body belts, safety straps, holsters, nut and bolt bags, climbing hook-associated straps and pads with the type and quality they previously possessed. If body belts can be repaired without hindering its flexibility, being satisfactory to employee and still be deemed safe, it will be done. Persons who use body belts or harnesses should maintain such equipment to ensure longevity. Old lineman belts or any of the above-mentioned equipment (when replaced) will become the property of the City.

The City will replace worn out specialty lineman boots with a like quality of boot. Wesco manufactured "highliner" steel-toe boots will be the standard. Purchasing of boots will be done by the individual and receipt turned in for reimbursement. The maximum amount of reimbursement for 10" boots is \$380.00, and \$414.00 for 16" boots. This reimbursement price will be adjusted on an annual basis if necessary, as determined by City. If the boots can be rebuilt with new heels and full sole arch supports if needed, this will be done by the boot manufacturer or a qualified shoe repair shop before a new pair is issued. Linemen need to do their best to ensure longevity of this equipment. The City will replace worn out electric hazard rated work boots for employees in the Electrician Foreman, Electrician and Electric Meter Serviceman job classifications. The maximum amount of reimbursement will be \$200.00. IBEW and the City agree that all work boots purchased under this section are for work use only, and shall not be worn except when at work for the City or commuting to and from work.

Boot replacement will be accomplished through direct purchase by each individual employee, after receiving approval for the replacement from an appropriate supervisor. The City will then reimburse the employee up to the maximums set out above, upon presentation of a receipt showing the cost of the purchase. Old boots will become property of the City.

IBEW [Local 1523](#) and the City agree to form an FR Clothing Committee. The Committee will consist of three represented employees and three members of management. The FR committee

will make recommendations to the Department Head, who will have final authority regarding any changes or purchases.

The City will furnish Personal Protective Equipment (PPE), hard hats, ear protection, safety glasses, rain gear, and other required safety equipment. This safety equipment shall be worn at all times at the work site. The City will provide each employee up to one (1) pair of prescription safety glasses every two (2) years, if safety glasses are required, unless the lenses are destroyed on the job, in which case the City will replace them. Ordering of prescription safety glasses is handled through City of Coffeyville's prescription glass program in the Human Resources Department. If prescription safety glasses are lost, it will be the employee's responsibility to replace them. The City will also furnish rubber boots that are suitable for climbing (over shoes or insulated pull-on) when employed by the City. The rubber boots will be Industrial Service type with zipper and steel arch. These boots and rain gear, when not in use, will be kept in the individual's locker and shall not be worn for personal use.

All of the above PPE will be replaced by approval of the Safety Committee.

X-2 INCLEMENT WEATHER

Except in emergencies, employees will not be required to work out-of-doors in inclement or severely cold weather. For purposes of this section, severely cold weather is defined as when the temperature is less than ten (10) degrees above zero or when the wind chill is less than five (5) degrees below zero. The City will determine the temperature and wind chill by contacting the local airport to obtain its readings, or by obtaining this information from any other mutually agreed-upon source.

If workers are dispatched to work under favorable weather conditions, and the temperature and/or wind velocity changes, which brings the conditions below the above limits, workers may discontinue outside work.

During periods of severely cold weather, management may assign employees to any appropriate function that can be performed in a sheltered location.

In the event that severe storm warnings are issued for locations where the electric distribution, trouble truck, or tree trimming workers are working, the City will make its best effort (notwithstanding unforeseen conditions and variables) to notify workers by radio of the approach of severe weather. During normal work hours the Supervisor, Department Head or their designee will notify. For all instances outside of normal work hours, the Power Plant Operator will make notification. Each employee has the ultimate responsibility for his or her own safety, and is responsible for making reasonable judgments about the conditions in his or her working area.

Emergencies for the purpose of this Article are defined as any unforeseen situations wherein it is necessary for the City and its employees to take immediate action in order to prevent or relieve serious injury, save life, or prevent serious damage to property, or interruptions of service to the public.

X-3 WORK RULES

- (4) Any employee regularly in charge of two or more employees shall be classed as a foreman.
- (b) When a line foreman or trouble truck lineman is absent for a period of one (1) hour or more, an acting Foreman or acting Troubleman-Lineman will be assigned, depending upon the work needs of the Department.
- I All employees shall report for work at the storeroom and quit at the storeroom at the end of each day's work and their time shall be paid until they quit work at the storeroom on a regular workday subject to the overtime provisions of Article D-3.
- (d) Foremen shall have the option to be placed on or off the rotation for "standby" purposes as mutually agreed upon between employee and the City. This option will be reviewed every six (6) months.
- I Foremen will not be required to work anyone or any equipment they believe, in their reasonable judgment, to be unsafe.

X-4 ADDITIONAL ITEMS

- (4) The City Manager will agree, pursuant to his authority under Article D-1 (a) of the Memorandum of Agreement, to specify that Distribution Division normal duty hours will be 7:00 a.m. to 4:00 p.m. year-round, unless otherwise specified by the City Manager in writing.
- (b) *Addition to Electric Distribution Division Safety Working Rules.* Tailgate discussions shall be held prior to the work to be done. If the work assignment is changed, then an additional tailgate meeting will be held to discuss such changes if, in the opinion of the foreman, such additional tailgate meeting is required.
- I *Specific Modifications To Article C-5 Promotions (Bargaining Unit Promotions) as Applicable to I.B.E.W. Represented Employees:*
 - (4) In filling jobs listed in Section A-5(1) herein, the following procedures shall apply only to employees of the City represented by the I.B.E.W. Local Union 1523 or its successor local union. However, the procedures set forth below do not apply to said employees in filling any position not listed in Section A-5(1).
 - (2) Any vacancy in the jobs listed in Section A-5(1) that the City Manager determines should be filled, shall first be bid among the employees of the City who are represented by the IBEW Local Union 1523. The job shall be posted for seven (7) working days at the distribution warehouse, during which time incumbent full-time regular employees of the City who are

represented by the IBEW Local Union 1523 and who have the proper qualifications will be entitled to submit bids for such jobs. Qualifications and ability being sufficient in the reasonable judgment of the City Manager, seniority shall be the determining factor in filling the position. For the purpose of this article, seniority shall be defined as time spent within the applicable classification and then within the Electric Distribution Division.

- (3) In the event that there are no bids submitted within the seven (7) working day period mentioned above, or in the event there are no bidders who are qualified, then the vacancy will be filled by the City Manager at his or her discretion in accordance with Article C-5 (d) of the Memorandum of Agreement.
- (4) In addition to the foregoing, promotions of City employees represented by the IBEW Local Union 1523 to the positions of Electrician Foreman, Line Foreman, Trouble Truck Lineman, and Tree Trimmer Foreman shall be subject to the following requirements in addition to those specified in Article C-5 (b) of the Memorandum of Agreement. The determination of whether an employee has demonstrated a minimal level of competency within the six (6) month training period for the positions of Electrician Foreman, Line Foreman, Trouble Truck Lineman and Tree Trimmer Foreman shall be made by a Review Committee consisting of the Electric Director, Electric Distribution Superintendent, two employees of the Electric Distribution Division appointed by the IBEW Local Union 1523 and the City Manager. Each member of the Committee will have one vote. The City Manager will not vote except in case of a tie, in which event the City Manager will cast a vote and his vote will be determinative of the issue.
- (5) The City Manager may designate alternates to replace the Electric Director or the Superintendent, either temporarily or permanently, on the Committee. The IBEW Local Union 1523 may also designate alternates. Such alternates must be employees of the Electric Distribution Division.
- (6) The decision of the Committee will be final and there will be no recourse to the grievance and arbitration procedures from any decision of the Committee.
- (7) The trial periods of City employees in the Electric Distribution Division who are promoted to positions either within the Electric Distribution Division – other than Electrician Foreman, Line Foreman, Trouble Truck Lineman, or Tree Trimmer Foreman – or Electric Department or to positions in another Department of the City will be governed solely by Article C-5 (b) or C-5 (c) (as applicable) of the Memorandum of Agreement.

- (8) Employees of the Electric Distribution Division represented by the IBEW Local Union 1523, who are transferred to any entry level position shall be placed in a six (6) month training period in accordance with Article C-5.
- (9) Nothing herein shall affect the current system of progression of Apprentice to a higher level of Apprenticeship or to Journeyman classification, in accordance with Article C-5 (e).
- (e) *Specific Modifications of Article D-4 Standby (On-Call) Time, Article D-4 (B) Weekend/Holiday Standby, As applicable to IBEW Local Union 1523 Represented Employees in the Classifications Listed in Article A-5(1):*
 - (1) *Weekend/Holiday Standby.* Competent and qualified employees may be required to remain accessible by a local telephone call or pager to answer trouble calls and make repairs to restore service during the time period beginning at quitting time on Friday and ending at the beginning time on the following Monday. The standby employee must be able to report to work within thirty minutes of notice of a service call. Weekend standby employees shall receive compensation equal to twelve (12) hours pay at one and one-half times the Trouble Truck Lineman regular rate of pay for this standby service. On holidays, an additional standby employee shall receive compensation equal to twelve (12) hours pay at one and one-half times the Trouble Truck Lineman regular rate of pay for this standby service. Except for hours actually worked responding to service calls, this standby compensation is not counted as hours worked for overtime purposes. For two-day weekends and holidays, the compensation for the first six (6) actual hours of service is included in the compensation for weekend/ holiday standby. Effective January 1, 2018 on holidays, an additional standby employee shall receive compensation equal to ten (10) hours pay at one and one-half times the Trouble Truck Lineman regular rate of pay for this standby service. For holidays, the compensation for the first five (5) hours of service is included in the compensation for holiday standby.
 - (2) *Compensation for Service Calls.* Hours worked or compensable time starts when the standby employee is notified of the service call (limited to a maximum of ~~30~~ one hour response time). After a weekend/holiday standby employee has actually worked an accumulation of six hours responding to service calls on a weekend or on a holiday, the standby employee shall receive a minimum of two hours worked for each additional service call to which they respond. After January 1, 2018, after a holiday standby employee has actually worked an accumulation of five (5) hours on a holiday, the standby employee shall receive a minimum of two hours worked for each additional service call to which they respond. Any time a weekday standby employee responds to a service call, they shall receive credit for a minimum of two (2) hours worked. If multiple service calls are handled by the standby employee within any two hour minimum period,

they would not receive additional compensation, even if the employee has returned home. Actual time worked in excess of the two-hour minimum shall be recorded and paid at overtime rates for actual time worked.

Standby employees shall be compensated for extra hours worked in responding to service calls at double the Trouble Truck Lineman regular rate of pay.

Standby employees shall be provided with a pager and portable radio for use during their standby periods. Employees issued a pager or radio shall be responsible for its safekeeping and return of the same to the City in good condition.

- (f) *Specific Modifications of “Article D-5 Call-out (Call-Back) Time”, as Applicable to IBEW Local Union 1523 Represented Employees in the Classifications Listed in Article A-5(1):*

All employees may be required because of road conditions, leaks, interruptions in service, emergencies, etc. to return to work after their normal duty hours without it being prearranged. The employee organizations agree on behalf of their members that all members/employees shall accept necessary call-out assignments, and that they should consider Employer requirements for such necessary call-out assignments as justified priority over their personal convenience and any secondary employment.

Hours worked or compensable time starts when the employee is notified to report to work; however, the employee must be able to report to work within ~~thirty (30)~~ one hour of notice. Any time an employee is called-back for extra hours of work that was not prearranged, the employee shall receive credit for a minimum of two hours worked. When a standby employee has been arranged or provided for, call-back employees shall be compensated for hours worked at double their regular rate of pay (e.g. Journeyman Lineman & Apprentice Lineman would not be paid at Trouble Truck Lineman rate). When no standby employee has been arranged or provided for the first employee called-out/called-back shall be compensated for hours worked at double the Trouble Truck Lineman’s regular rate of pay and all additional employees called-out/ called-back shall be compensated for hours worked at double their regular rate of pay (eg. Journeyman Lineman & Apprentice Lineman would not be paid at Trouble Truck Lineman rate). Actual time worked in excess of the two-hour minimum shall be recorded and paid at overtime rates for actual time worked. If the call-out response time overlaps with the employees regularly scheduled work hours, the employee shall receive their normal rate of pay from their normal starting work time forward.

Although no employee is required to respond to any particular call-out, each employee must be reasonably responsive to call-out requests. Each employee shall be responsible for providing the City with his or her current personal mobile phone

number. The City will track employee responses to call-out attempts in six month intervals. Any employee who fails to answer at least 50% of callout calls (i.e. actually answer the phone rather than let the call go into voice mail, or promptly (within 15 minutes) return a call that is not immediately answered or goes into voice mail) when management attempts to make contact, and/or who fails to report for duty at least 50% of the time when actually contacted shall be subject to discipline as follows:

- 1st time – 2 days off without pay
- 2nd time – 5 days off without pay
- 3rd time - Termination

Although compliance with this call-out provision is tracked in six-month intervals, the disciplinary measures set out in this section X-4(f) only shall apply to violations occurring within a rolling two (2) year period from the date of the disciplinary action. When charging employees with missed calls or declined work, the City will not count multiple calls arising from the same event as multiple missed or declined work opportunities. For example, if an employee is called to check a trouble report and declines the work, he or she shall not be charged for a second refusal if he or she also declines a later offer to work on the crew assigned to perform repair work arising from the original trouble ticket. However, when a discrete event spawns larger or separate related events (e.g. local outage becomes an area or regional outage, or a storm that caused downed lines in one location causes additional outages in another location), each incident will be treated as a separate work opportunity.

- (g) Mutual Aid Storm Restoration Pay. Employees working to restore power at another electric utility in response to a FEMA-declared emergency or FEMA-declared natural disaster shall be paid at two times (2x) their regular rate of pay or two times (2x) the regular rate of pay applicable for employees in the same or most similar job classification at the other utility, whichever is higher, for all work actually performed on the property of the other utility.

ARTICLE Y. DRUG AND ALCOHOL ABUSE POLICY
AND DRUG AND ALCOHOL TESTING PROCEDURES
FOR THE CITY OF COFFEYVILLE, KANSAS

Y-1 INTRODUCTION

The City is committed to ensuring a drug and alcohol-free workplace and to protecting the health and safety of its employees and the public. Abuse of alcohol and drugs by employees can have serious consequences for the City, its residents, and its employees, as well as the abuser. In order to serve the public, provide for a safe workplace and ensure the safety and well-being of employees, the following provisions concerning abuse of drugs and alcohol (“Policy”) have been adopted. Employees who operate commercial motor vehicles and thereby are subject to the

Commercial Drivers License requirement are subject to the policy and testing procedure in article FF of this Agreement, as well as this policy, and may be tested under both policies.

This Policy applies to all employees and applicants for employment and will be applied uniformly. Violation of any provision of this Policy may result in disciplinary action, up to and including dismissal. Drug and/or alcohol testing shall not be used as a means to harass or intimidate any employee. All testing shall be consistent with the requirements for reasonable suspicion testing or other approved testing set out below.

Any positive result on any test for drugs (except legally prescribed drugs where consumed as directed by a licensed health care professional, after advance notice to the City that the employee is taking the prescription medication in question), as well as any positive alcohol test resulting from on-the-job consumption of alcohol, will result in discharge from employment.

Employees testing positive for alcohol, where the employee consumed alcohol off duty, will receive one opportunity for rehabilitation. Thereafter, any positive alcohol test will result in discharge, without regard to whether the employee consumed the alcohol while on or off duty.

Y-2 DEFINITIONS & PROHIBITED ACTIVITIES

- (a) The following activities are prohibited pursuant to this Policy:
 - (1) The use, sale, possession, transfer, or purchase of drugs or alcohol, or being under the influence of drugs or alcohol on City property, during working hours, or while performing City business (except the proper use of prescribed drugs by the person for whom they were prescribed, or the use of alcohol in connection with City-authorized events, or the sale and possession of cereal malt beverages by employees of the Hillcrest Golf Course incident to their employment).
 - (2) Unlawful acts on or off City property involving drugs or alcohol or conduct with respect to drugs or alcohol, which discredits the City in any way;
 - (3) Knowingly bringing a prescribed drug onto City property by any person other than the one for whom it is prescribed. Such drugs shall be used only in the manner, combination and quantity prescribed;
 - (4) Testing positive for any drug or alcohol as provided in this Policy;
 - (5) Refusing to submit to drug or alcohol testing;
 - (6) Refusing to execute any consent, release, or other document in connection with this Policy;
 - (7) Refusing to enroll in and fully comply with the terms of any employee assistance program if directed to do so by the City.

(b) For purposes of this Policy, the following terms have the following meanings:

- (1) "Alcohol" means ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol. Alcohol tests shall be deemed positive only where testing shows a blood alcohol concentration of .04 or higher.
- (2) "Drug" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, a metabolite of any of the substances listed herein, or any other drug controlled under federal law.
- (3) "Prescribed drug" is any substance prescribed for individual consumption by a licensed medical practitioner.
- (4) "City property" includes City vehicles and any other location where the employee is within the scope and course of his or her employment.

Y-3 DRUG AND ALCOHOL TESTING

The City believes that drug and alcohol testing is a means of enforcing this Policy. Such testing will protect the health and safety of employees and the public, protect the City's property, and serve as a deterrent to the abuse of drugs and alcohol.

The City will pay the expense for the tests required by this Policy, including a confirmation test following a positive test result.

(a) CIRCUMSTANCES FOR DRUG AND ALCOHOL TESTING

Applicants and employees may be required to submit to testing in the following situations:

- (1) Applicant/Promotion Testing - testing to determine abuse of drugs will be conducted upon a conditional offer of employment, or upon an offer of promotion;
- (2) Employee Testing:
 - [a] Random – testing may be conducted to determine abuse of drugs; only employees in safety-sensitive positions, including water treatment operators, and any others who are engaged in activities which directly affect the safety of others are subject to random testing.

- [b] Reasonable suspicion – individual employee testing may be conducted if the City has a reasonable suspicion that the employee has violated this Policy.

“Reasonable suspicion” means a belief that an employee is or has been using drugs or alcohol in violation of this Policy, and may be based upon physical symptoms of being under the influence of drugs or alcohol while on duty, on the City’s property, or operating City vehicles, machinery or equipment; or the direct observation of such use while on duty provided by a credible source; evidence that an individual has tampered with a drug or alcohol test; or evidence that an employee is involved in the illegal use, possession, sale, solicitation, or transfer of drugs.

- [c] Post-accident – testing will be conducted after any accident that requires any individual to seek outside medical care (other than first aid), or that results in property damage greater than five hundred dollars (\$500).
- [d] Scheduled, periodic – testing for abuse of drugs may be conducted as part of a routinely-scheduled employee fitness-for-duty medical examination. Only employees who are police officers, firefighters, dispatchers, water treatment operators, and any others who are engaged in activities which directly affect the safety of others are subject to testing under this paragraph.
- [e] Post-rehabilitation – no notice is required for testing of an employee for up to two years after his or her return to work following a confirmed positive test, or participation in a drug or alcohol dependency treatment program.

(b) CONSEQUENCES OF REFUSAL TO SUBMIT TO TESTING

Any City employee who refuses to submit to drug or alcohol testing under this policy will be discharged from employment, and any applicant who refuses to submit to drug testing will be refused employment.

(c) CONSEQUENCES OF A POSITIVE TEST RESULT

An applicant whose confirmation test is positive will be refused employment. An employee who tests positive for a drug or alcohol will be provided with the opportunity to explain, in confidence, the results. A positive test result will be followed by a second test to confirm the results, using a comparably reliable method. Pending results of the confirmatory test, an employee may be temporarily suspended. Employees with confirmed positive test results on any drug test, as well as employees with a confirmed positive alcohol test where the positive result was

caused by on-duty alcohol consumption (including during any rest or meal break) shall be discharged from employment. Employees with confirmed positive alcohol tests where the positive result was due to off-duty alcohol consumption shall be given an opportunity to return to work if: (1) the employee has not previously had a valid positive test result; and (2) the employee undergoes a substance abuse evaluation and successfully completes any education or treatment program recommended as a result of the evaluation. Any such employee may be suspended without pay while completing rehabilitation.

(d) PRESCRIPTION DRUGS

Any employee who is lawfully using a prescription drug that may have the side effect of impairing the employee's perceptions while on duty, or that may in any way inhibit or limit the employee's ability to perform his or her job, must provide notice to the Department Head or the direct supervisor that he or she is taking the prescription drug before going on duty. In appropriate circumstances, employees may be reassigned to non-sensitive duties, or if no reassignment is available, may be held off work while taking such drugs. Any employee held off work due to use of prescription medications may use accrued sick leave or comp time (if any) to cover the leave period; otherwise, the leave shall be unpaid.

Any employee who is lawfully using a prescription drug that may have the side effect of impairing the employee's perceptions while on duty, or that may in any way inhibit or limit the employee's ability to perform his or her job, but who does not provide advance notice to the Department Head or Supervisor that he or she is taking the medication may be subject to discipline or discharge from employment if the prescription drug causes a positive drug test result, or if the employee is involved in an on-the-job injury or accident, and impairment from the prescription medication may have contributed to the injury or accident.

(e) DRUG AND ALCOHOL TESTING PERSONNEL AND STRUCTURE

The City Manager has overall responsibility for the City's drug and alcohol testing program.

The laboratory that will perform the tests for the City will be one which is reputable and qualified to perform such tests. Initial and confirmation drug tests will be performed on urine samples. Initial alcohol tests will be performed on either breath, urine, saliva or blood, and confirmation tests will be performed on either urine, breath or blood. The determination of the appropriate type of sample to be tested in each circumstance will be made by the laboratory.

Samples shall be collected and tested by qualified individuals employed by the laboratory and may be collected on the City's property or at the facility designated by the notice to the applicant or employee. The collection of samples shall be performed under reasonable and sanitary conditions. A sample shall be collected

in sufficient quantity for splitting into two separate specimens, to provide for any subsequent independent analysis in the event of challenge of the test results of the main specimen. The collection, storage and transportation to the place of testing shall be performed so as to reasonably preclude the probability of sample contamination or adulteration. Samples shall be collected and tested with due regard to the privacy of the applicant or employee being tested.

Sample collection shall be documented, including labeling the samples to preclude the probability of erroneous identification of test results and an opportunity for the applicant or employee to voluntarily provide notification of any information which the applicant or employee considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs. Sample testing shall conform to scientifically accepted analytical methods and procedures. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

(f) **CONFIDENTIALITY OF TEST RESULTS**

Test results and related information are the property of the City and, upon request of the applicant or employee tested, shall be made available for inspection and copying to the applicant or employee. The City shall not release such records to any person other than the applicant or employee tested unless the applicant or employee expressly grants permission in writing following receipt of the test results, or pursuant to a valid court order or subpoena.

The testing facility, or any agent of the testing facility, shall not disclose to the City or any other employer any information acquired by testing which relates to the general health, pregnancy or other physical or mental condition of the tested individual, or the presence of any drug other than the substances that the City requested be identified and for which a medically acceptable explanation of the positive result, other than the use of drugs, has not been forthcoming from the tested individual.

(g) **CHALLENGE TO POSITIVE TEST RESULTS**

An individual whose test result is positive may request a re-test in order to challenge the results of the positive test. An individual who requests a re-test in order to challenge the results of a positive test must pay the costs of the re-test. If, however, the results of the re-test reverse the findings of the challenged positive test, the City will reimburse the costs of the re-test to the individual.

(h) **EMPLOYEE ASSISTANCE PROGRAM**

The City will provide a mandatory training program to heighten employee awareness of the effects of drug and alcohol abuse and understanding of this Policy. The City will also provide for drug dependency evaluations and referral services.

All employees and all new employees, as part of their orientation program, will receive information and attend discussion sessions presented by the City in conjunction with drug and alcohol abuse counseling. Refresher sessions for employees will be held on a periodic basis as deemed necessary by the City Manager.

Copies of this Policy will be distributed to all employees.

(i) **DRIVING UNDER THE INFLUENCE OF ALCOHOL**

All employees who drive City vehicles or operate City machinery must promptly report any conviction, guilty plea, or no-contest plea involving a charge of operating a motor vehicle while under the influence of alcohol, whether on or off duty. Employees failing to report shall be discharged. Employees who receive DUI convictions, who enter guilty or no-contest pleas, or who receive a diversion for their on-duty conduct, or for conduct while operating a City vehicle, will be discharged from employment. Employees who receive a DUI conviction, who enter guilty or no-contest pleas, or who are granted a diversion for off-duty conduct shall not drive City vehicles, operate City equipment on roadways, or take call-out in a driving position for two months following the date of the conviction, plea, or other triggering event. In the event the employee's license is suspended, the employee will not drive any City vehicle or any City equipment on roadways or take call-outs in driving positions for the term of the suspension, and any subsequent period during which restrictions such as steering wheel interlock devices remain effective. If these restrictions result in a lack of work for the employee, he or she may be transferred to another position or department, or may be sent home without pay if no productive work is available. Employees performing work of a lower pay grade shall receive the top pay rate appropriate for the work performed, or the employee's regular rate, whichever is lower. Employees who have incurred an initial violation during employment with City, and who receive any additional DUI conviction, or who enter guilty or no-contest pleas, or who receive a diversion for off-duty conduct shall be discharged from employment. The City will also follow DOT rules for CDL Drivers, to the extent such rules require any additional response to DUI incidents.

**ARTICLE Z. DRUG AND ALCOHOL ABUSE POLICY AND TESTING FOR
EMPLOYEES SUBJECT TO COMMERCIAL DRIVERS LICENSE REQUIREMENTS**

Z-1 PURPOSE

The City of Coffeyville pursuant to the Omnibus Transportation Employee Testing Act hereby declares and establishes the following Drug and Alcohol Testing policy for covered employees of the City of Coffeyville (hereinafter referred to as the City).

The City shall give a copy of the policy and any changes to the policy to each employee and to each applicant upon his or her receipt of a conditional offer of employment with the City.

Z-2 DEFINITIONS

As used in this policy, the terms listed below shall have the following definitions:

- a) “Alcohol” means ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.
- b) “Applicant” means a person who has applied for a position with the City which requires the operation of a Commercial Motor Vehicle.
- c) “Breath alcohol technician (“BAT”) means an individual who instructs and assists in the alcohol testing process and operates an evidential breath testing device (“EBT”).
- d) “Commercial Motor vehicle” (“CMV”) means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
 - 1. Has a gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds, or
 - 2. Has a gross vehicle weight rating of 26,001 or more pounds or;
 - 3. Is designed to transport 16 or more passengers, including the driver; or
 - 4. Is of any size and is used in the transportation of hazardous materials requiring placards.
- e) “Confirmation test” means a drug or alcohol test on a sample to substantiate results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol test;
- f) “Driver” means any person who operates a commercial motor vehicle. For the purpose of pre-employment testing, the term driver includes a person applying for a position that would require him or her to drive a commercial motor vehicle.
- g) “Drug” means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, propoxyphen, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein;
- h) “Drug or alcohol test” means a chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person’s bodily tissue, fluids or products;

- i) “Employee Assistance Program” (“EAP”) means an in-house or contracted program which, at a minimum, provides drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.
- j) “Employee” means any person who is an employee of the City.
- k) “City” means the City of Coffeyville.
- l) “Random selection basis” means a mechanism for selecting employees for drug or alcohol testing that:
 - 1. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and
 - 2. does not give the City discretion to waive the selection of any employee selected under the mechanism;
- m) “Reasonable suspicion” means a belief that an employee is using or has used drugs or alcohol in violation of the City’s written policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:
 - 1. Observable phenomena such as:
 - [a] Physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty, or
 - [b] Direct observation of drug or alcohol use while at work or on duty,
 - 2. A report of alcohol use while at work or on duty, or a report of illegal drug use at any time, provided by a reliable and credible source,
 - 3. Evidence that an individual has tampered with a drug or alcohol test during his employment with the City, or
 - 4. Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs or alcohol while on duty or while on the City’s premises or operating the City’s vehicle, machinery or equipment.
- n) “Medical Review Officer” (“MRO”) means a person, who is qualified by the State Board of Health, who is responsible for receiving results from a testing facility which have been generated by the City’s drug or alcohol testing program, and who has knowledge and training to interpret and evaluate an individual’s test results together with the individual’s medical history and any other relevant information.
- o) “Sample” means tissue, fluid or product of the human body chemically capable of revealing the presence of drugs or alcohol in the body.

- p) “Safety-sensitive function” includes:
1. All time waiting to be dispatched, unless the commercial motor vehicle driver has been relieved from duty by the employer.
 2. All time inspecting equipment, or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
 3. All time spent at the driving controls of a commercial motor vehicle.
 4. All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
 5. All time spent performing the driver requirements associated with an accident.
 6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- q) “Screening test” – in alcohol testing, an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in his or her system; in controlled substance testing, an immunoassay screen to eliminate “negative” urine specimens from further consideration.
- r) “Substance abuse professional” (“SAP”) means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.
- s) “Testing Facility” means any person, including any laboratory, hospital, clinic or facility, either on or off the premises of the City, which provides laboratory services to test for the presence of drugs or alcohol in the human body.

Z-3 CIRCUMSTANCES UNDER WHICH TESTING WILL BE DONE AND PERSONS WHO ARE SUBJECT TO BE TESTED

- (a) *Applicant Testing.* The City will require all applicants, upon receiving a conditional offer of employment, to undergo drug and/or alcohol testing, and will use a refusal to undergo such testing or a confirmed positive test result as a basis for refusal to hire. Such testing will be required of all applicants who have received a conditional offer of employment regardless of employment classification.

(b) *Employee Testing.* Employees of the City will be subject to drug and/or alcohol testing under the following circumstances:

1. *Reasonable Suspicion Testing.* The City will require an employee to submit to drug and/or alcohol testing if there is reasonable suspicion that the employee is violating the City of Coffeyville Drug and Alcohol Free Workplace Policy.

[a] Observations of employee conduct while the employee is at work or on duty, which cause the City to require reasonable suspicion testing of an employee, shall be made by a supervisor or department head who has received training for the detection of symptoms or manifestations of being under the influence of a drug or alcohol.

[b] Testing will be required of all employees, regardless of classification when reasonable suspicion exists.

[c] The driver of a commercial motor vehicle may be directed to undergo reasonable suspicion testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety sensitive functions, or just after the driver has ceased performing such functions.

[d] In cases of alcohol testing, if an alcohol test is not administered within two (2) hours following the determination that reasonable suspicion exists, the Personnel Department shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. Further, if an alcohol test is not administered within eight (8) hours following the determination, the City shall cease attempts to administer an alcohol test and shall cite in the record the reasons for not administering the test.

[e] In cases of alcohol testing, the City shall not permit an employee to perform or continue to perform job functions, until:

i. An alcohol test is administered and the employee's breath alcohol concentration measures less than 0.02; or

ii. Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated the rules concerning the use of alcohol.

2. *Post-Accident Testing.* The City will require an employee to undergo drug and/or alcohol testing if there is a reasonable suspicion the employee or

another person sustained a work-related injury, or the City's property was damaged, and the use of drugs or alcohol may have been a contributing factor to the accident or injury.

[a] As soon as practicable following an accident involving a commercial motor vehicle, the City shall test the surviving driver for alcohol and controlled substances if:

- i. the accident involved the loss of human life or a serious injury; or
- ii. the driver receives a citation under State or local law for a moving traffic violation arising from the accident.

[b] No driver of a commercial motor vehicle required to take a post accident alcohol test shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first.

[c] If an alcohol test is not administered within two (2) hours following the accident, the Department Head shall prepare and maintain on file, in the Personnel Department, a record stating the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the determination, the City shall cease attempts to administer an alcohol test and shall cite in the record the reasons for not administering the test.

[d] If a controlled substance test is not administered within thirty-two (32) hours following the accident, the City shall cease attempts to administer a controlled substance test, and the Department Head will prepare and maintain on file in the Personnel Department a record stating the reasons the test was not promptly administered.

[e] An employee who is subject to post-accident testing shall remain readily available for such testing, or may be deemed by the City to have refused to submit to testing.

[f] Nothing in this policy shall be construed to require the delay of necessary medical attention for injured people following an accident, or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

3. *Random Testing.* The City requires drug and/or alcohol testing on a random selection basis, which shall be restricted to employees who perform safety-sensitive functions in the following classifications and/or positions:

[a] Vehicle and equipment operator employees who are required to maintain a Commercial Drivers License (hereinafter referred to as “CDL”) and operate vehicles and/or equipment in excess of 26,001 pounds;

[b] Any other employees as may be required by state or federal law.

Random controlled substances testing shall be conducted in accordance with the following requirements.

- i. The City will randomly select employees for testing at the highest minimum annual percentage rate established for the calendar year by the DOT rules to which the City is subject.
- ii. The City will use a scientific, valid method of random selection which is matched with an individual identifying number for each employee.
- iii. The City will ensure that random testing is unannounced and spread reasonably throughout the calendar year.
- iv. The City will ensure that drivers selected for random testing proceed immediately to the testing site upon notification of being selected.
- v. In the event a driver who is selected for random controlled substances testing is on vacation or an extended medical absence, the City will select another driver for testing.
- vi. No driver of a CMV shall report for duty, or remain on duty, requiring the performance of safety-sensitive functions, while having a breath alcohol concentration of 0.04 or greater. The City, having actual knowledge that a driver has a breath alcohol concentration of 0.04 or greater shall not permit an employee to perform safety-sensitive functions.
- vii. No driver of a CMV shall perform safety-sensitive functions within four (4) hours after using alcohol. The City, having actual knowledge that a driver has used alcohol within four (4) hours shall not permit a driver to perform or continue to perform safety-sensitive functions.
- viii. No driver of a CMV shall report for duty, or remain on duty, requiring performance of safety-sensitive functions when the driver uses any controlled substance, except when the use

is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle, and the driver has informed the City in advance that he or she is using the medication.

- ix. The City, having actual knowledge that a driver has used a controlled substance, either without a prescription or where the medication makes it unsafe to perform safety-sensitive functions, shall not permit the driver to perform or continue to perform safety sensitive functions.
 - x. No driver of a CMV shall report for duty, or remain on duty requiring performance of safety-sensitive functions, if the driver tests positive for controlled substances. The City, having actual knowledge that a driver has tested positive for controlled substance, shall not permit an employee to perform or continue to perform safety-sensitive functions.
 - xi. Drivers are required to inform the City in advance of any therapeutic drug use.
4. *Post-Rehabilitation Testing.* The City will require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to five (5) years, commencing with the employee's return to work, in the following situations:
- [a] after the employee tested positive on a drug and/or alcohol test required by the City; or
 - [b] the employee participated in a drug or alcohol treatment program.
5. *Return-To-Duty Testing.* An employee who is not terminated following a positive test is prohibited from working until he or she has met the following return-to-duty guidelines:
- [a] An employee shall be evaluated by a Substance Abuse Professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or controlled substance abuse. The Substance Abuse Professional shall determine whether the employee has properly followed any rehabilitation program prescribed.
 - [b] Before an employee returns to duty, following a positive alcohol and/or drug test result, the employee shall undergo a return-to-duty alcohol test with a result indicating a breath alcohol concentration

of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

- [c] The employee shall be subject to unannounced follow-up alcohol and controlled substance tests, ordered by the Personnel Director or his/her designee, following the employee's return to duty. The number and frequency of such follow-up testing shall be as recommended by the Substance Abuse Professional, and will consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. The Personnel Director or his/her designee may direct the employee to undergo return-to-duty and follow-up testing for both alcohol and controlled substances if the Substance Abuse Professional determines that such testing is appropriate.

Z-4 TESTING DEFINED

- (a) All Drug and Alcohol Free Workplace testing of employees and applicants shall be conducted at a laboratory selected by the City which has been certified by the Substance Abuse and Mental Health Services Administration ("SAMHSA"), pursuant to federal and state law requirements.
- (b) The facility will be responsible for:
 - 1) employing testing procedures that ensure privacy to employees and job applicants consistent with prevention tampering;
 - 2) employing the split sample method of testing, in the event results of the test are challenged;
 - 3) employing methods of analysis that ensure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results;
 - 4) employing chain-of-custody procedures that ensure proper identification, labeling and handling of test samples;
 - 5) employing retention and storage procedures that ensure reliable results on confirmatory tests of original samples;
 - 6) employing alcohol screening tests using approved evidential testing devices that test for prohibited alcohol concentration; and
 - 7) maintaining SAMHSA approval of their facility.

- (c) The City shall not permit a driver who refuses to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or controlled substance test to perform or continue to perform safety-sensitive functions.
- (d) Employee consent will be obtained for each test. Refusal of an employee to consent and submit to testing will subject that employee to disciplinary action, which may include termination of employment.
- (e) The City shall pay all costs for drug or alcohol testing required by the City, including confirmation tests required by this Policy. Provided however, an individual who requests a retest of a sample in order to challenge the results of a positive test shall pay all costs of the retest, unless the retest reverses the findings of the challenged positive test. In such case, the City shall reimburse the individual for the costs of the retest. Further, individual employees who have had a positive confirmed test, but who are not discharged from employment, shall pay the cost for any return-to-work screening test.

Z-5 TESTING METHODS AND COLLECTION PROCEDURES TO BE USED

- (a) *Applicant Drug/or Alcohol Screening Process:* The job application form of the City contains notification of the City's Drug/Alcohol Testing Policy, in accordance with federal and state law. The Application Form must be signed by applicant, acknowledging receipt of Notice of City's Drug and Alcohol Free Workplace Policy.
- (b) In order to achieve the City's goal in providing and maintaining a drug and alcohol free work environment, and for the safety and protection of employees and others, the following procedures are hereby established;
 - 1) Upon notification of the selected applicant, the Personnel Department will schedule the applicant for the drug screen/alcohol test.
 - 2) The applicant shall complete the "Applicant/Employee Consent for Drug Screen/Alcohol Test" form. The completed form shall be placed in an envelope with directions to the Medical facility.
 - 3) Applicants refusing to submit to the drug screen and/or alcohol test will be considered to have withdrawn their application for employment.
 - 4) The sample collection site will obtain the specimen from the applicant of sufficient quantity to allow for split sample testing. The specimen will be sent to the laboratory.
 - 5) The laboratory designated by the city shall perform an initial drug screen which shall be a form of chemical identification, with confirmation testing

of any positive results with Gas Chromatography/Mass Spectrometry (GC/MS) or other reliable confirmation testing.

- 6) The alcohol screening tests will be done using approved evidential testing devices that test for prohibited alcohol concentration.

(c) *Employee Drug/Alcohol Testing Process.*

- (1) Any drug or alcohol testing shall occur during or immediately after the regular work period of current employees, and shall be deemed work time for purposes of compensation and benefits.
- (2) A supervisor who has reasonable suspicion to believe an employee has ingested, inhaled or injected an illegal drug or is unlawfully using a legal drug, or has ingested an alcoholic beverage before reporting for duty, while on duty, or during standby or callback duty must:
 - [a] Notify a Department Head or the City Manager and request a personal observation of the employee's conduct to confirm that reasonable suspicion exists.
 - [b] Prohibit the employee from working or continuing to work.
 - [c] Based on reasonable suspicion, employees shall be required to submit to drug or alcohol testing. Prior to requiring such testing, the basis for the reasonable suspicion shall be communicated to the City Manager or designee acting in his/her absence.
 - [d] The employee will be immediately taken by the supervisor or Department Head, to a collection facility selected by the City in compliance with state and federal regulations.
 - [e] Before testing, an employee shall sign a form consenting to testing. Failure or refusal to sign the consent form and to submit to testing will result in disciplinary action, which may include termination.
 - [f] Supervisors are prohibited from demanding or encouraging drug or alcohol testing without reasonable suspicion, or without confirmation from a Department Head or the City Manager/designee.

Z-6 TEST RESULTS

Upon completion of testing, results of the drug screen/alcohol test shall be communicated to the Personnel Department, after compliance with the procedures listed below:

- (a) Negative test result from drug screen and/or alcohol test.
 - 1) The collection site will notify the Personnel Department the drug screen or alcohol test was negative.
 - 2) In cases involving applicants for employment, the Personnel Department may then schedule the applicant for a pre-employment physical.
- (b) Positive test result from drug screen and/or alcohol test.
 - 1) The collection site Medical Review Officer shall compare the test results to the list of prescribed medications applicant or employee identified as having taken.
 - 2) If a drug screen reveals a drug present which is questionable, the applicant or employee will be contacted by the Medical Review Officer in order for the applicant or employee to explain, in confidence, and/or provide additional documentation as the Medical Review Officer deems necessary to satisfy the Medical Review Officer that the presence of such drug is not unlawful.
 - 3) The applicant or employee must provide the requested explanation and/or documentation as requested by the collection site Medical Review Officers within forty-eight (48) hours of time of request. Failure to provide information within the forty-eight (48) hours will result in applicant's or employee's drug screen being reported to the Personnel Department as positive.
 - 4) If the applicant or employee provides explanation and/or documentation within forty-eight (48) hours of the request, sufficient to satisfy the Medical Review Officer that the presence of the drug is lawful, the result of the drug screen test shall be reported to the Personnel Department as negative.
 - 5) The test results will not be disclosed to any person other than the applicant or employee, the Department Head, the City Manager, and those involved directly on a need to know basis.

Z-7 PERSONNEL ACTION FOLLOWING TESTING

- (a) An employee testing positive on a drug screen and/or alcohol test shall be subject to discharge.
- (b) Any employee tampering with the results of a drug screen/alcohol test will be discharged from employment.

- (c) No disciplinary action, except a temporary suspension or temporary transfer to another department, may be taken by the City against an employee based upon a positive test result, unless the test result is confirmed by a second test, using gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy.
- (d) The City may take disciplinary action against an employee who refuses to undergo drug or alcohol testing conducted in accordance with the provisions of the City's Policy.
- (e) An employee may appeal his/her disciplinary action or termination to the City Manager in accordance with Articles H and J of this Agreement (as appropriate). Article I shall not apply to discharges under the City's Drug and Alcohol Abuse Policy.

Z-8 SUPERVISORS TRAINING AND EMPLOYEE EDUCATION

- (a) Supervisors will be trained:
 - 1) On recognizing employees when they appear unfit for duty because of drugs or alcohol, and on how to determine reasonable suspicion.
 - 2) On effectively and appropriately intervening in reasonable suspicion instances.
 - 3) On complying with the City's Drug and Alcohol Free Workplace procedures.
 - 4) To effectively and appropriately document reasonable suspicion cases prior to the test, and after the initial hearing.
 - 5) On proper disciplinary measures.
 - 6) In issues relative to privacy, search and seizure, and employee representation rights during investigations.
- (b) Employee education shall consist of:
 - 1) Educating employees concerning the harmful effects of drugs and alcohol in the workplace;

The City shall provide educational materials that explain the prohibitions against alcohol misuse and controlled substances abuse, and the City's policies and procedures with respect to meeting these requirements.

The City shall ensure that a copy of this policy is distributed to each covered employee prior to the start of drug and/or alcohol testing, and to each driver hired or transferred into a position requiring driving a commercial motor vehicle.

- 2) Encouraging employees to voluntarily seek assistance through the Employee Assistance Program.
- 3) Informing employees of the City's concern for correcting drug and alcohol use or dependency before it adversely affects an employee's work record, or causes irreparable harm to the employee or to the residents of Coffeyville.
- 4) The City shall provide written notice to representatives of employee organizations of the availability of this information.
- 5) The Personnel Director is responsible for answering questions concerning this policy.

Z-9 RECORD KEEPING AND CONFIDENTIALITY

- (a) City shall maintain all drug and alcohol test results and related information, including but not limited to interviews, reports, statements, and memoranda, as confidential records, separate from other personnel records. Such records, including the records of the testing facility, shall not be used in any criminal proceeding, or any civil or administrative proceeding unless the action involves the City, or unless such records are ordered released pursuant to a valid court order.
- (b) The records described in Paragraph a) above, and maintained by City, shall be the property of the City and, upon the request of the applicant or employee tested, shall be made available for inspection and copying by the applicant or employee. The City shall not release such records to any person other than the applicant, employee, or the City's Medical Review Officer, unless the applicant or employee, in writing, following receipt of the test results, has expressly granted permission for the City to release such records, or pursuant to a valid court order or subpoena.
- (c) The testing facility, or any agent, representative or designee of the facility, or any Medical Review Officer, shall not disclose to the City, based on the analysis of a sample collected from an applicant or employee for the purpose of testing, any information relating to:
 - 1) The general health, pregnancy or other physical or mental condition of the applicant or employee; or
 - 2) The presence of any drug other than the drug or its metabolites that the City requested be identified and for which a medically acceptable explanation of

the positive results, other than the use of drugs, has not been forthcoming from the applicant or employee.

Provided, however, a testing facility shall release the results of the drug or alcohol test and any analysis and information related thereto to the individual tested upon his request.

CITY OF COFFEYVILLE

DRUG OR ALCOHOL TESTING CONSENT FORM

DATE: _____

EMPLOYEE/APPLICANT NAME: _____
(Circle One)

DEPT: _____ DEPARTMENT HEAD: _____

NAME OF CITY REPRESENTATIVE
REQUESTING TEST: _____

NAME OF CITY REPRESENTATIVE
ACCOMPANYING EMPLOYEE: _____

MEDICAL CONSENT: The undersigned hereby consents to a drug screen/alcohol test to be administered by _____, as requested by the City.

AUTHORIZATION TO RELEASE TEST RESULTS AS POSITIVE OR NEGATIVE, TO THE CITY: I authorize _____ to release the results of the alcohol test and/or drug screen as being positive or negative, to the City Personnel Director or his/her designee.

[] APPLICANT: I understand that refusal to consent to a drug screen and/or alcohol test shall be sufficient reason for the refusal to hire. I understand that upon a positive drug screen and/or alcohol test result, my application for employment with the City shall be deemed withdrawn.

[] EMPLOYEE: I understand that refusal to consent to a drug screen and/or alcohol test shall be grounds for discipline. I further understand that a positive drug screen and/or alcohol test result shall be grounds for discipline, which may include termination of my employment.

I give my consent to the drug screen and/or alcohol test with the understanding that the results of a drug screen test shall be reported to City Personnel Department as positive or negative, and the results of the test(s) shall be kept confidential.

EMPLOYEE/APPLICANT SIGNATURE: _____
DATE: _____

CITY REPRESENTATIVE: _____
DATE: _____

ARTICLE AA. POLITICAL ACTIVITY

It is the right of every employee to register and vote on all political issues. Employees are permitted to join political organizations, civic associations or groups, and to become involved in political activities subject to the restrictions of this Article.

- (a) As private citizens, employees may participate in all political activities, including holding public office, except that no City employee will serve on the City Board of Commissioners or run for election to the Board of Commissioners while actively employed by the City. City employees who run for the City Board of Commissioners may request an unpaid leave of absence while running for office.
- (b) City employees are not prohibited from supporting candidates for office, nor from contributing labor to candidates and organizations that endorse candidates.
- (c) Any employee desiring to become a candidate for City elective office shall first take a leave of absence without pay, or resign from City employment. Should an employee on leave of absence without pay be unsuccessful in seeking such elective office, he or she shall be returned to employment on the same terms and conditions as any other employee who has taken a leave of absence without pay. An employee is considered to be a candidate for elective office once all statutory requirements have been met to qualify as a candidate.
- (d) Political activity must not interfere with job attendance or performance. Employees are not permitted to solicit or receive political contributions in City elections while on duty. They are not permitted to wear or display political badges, buttons, or signs on their person or on any City property during on-duty hours.
- (e) No supervisor or other person in authority shall solicit any City employee for contributions of money or labor for any candidate for elective office, or otherwise compel, or attempt to compel, any employee to support a candidate for elective office, or to engage in any political activity.
- (f) No City employee shall wear any City uniform or equipment while engaging in any off-duty political activity.
- (g) The purpose of this policy is to prevent and avoid the appearance of impropriety on the part of any City employee. City employees are neither appointed to, nor retained in the City's service on the basis of their political affiliations or activities.

ARTICLE BB. COMPUTER, E-MAIL AND INTERNET USE

City employees have no right to privacy in their use of City computers, cell phones, tablets, computer generated documents, computer files, e-mails messages, e-mail attachments, voice mail messages, text messages or other similar electronic media. Neither Internet use, nor the storage of any downloaded material is confidential. The City may monitor and review computer generated

work product, computer files, e-mail communications, and Internet use at any time, without notice to any employee. It is a violation of City policy to use City computers, Internet connections, or e-mail for prohibited activities. Any personal use should be limited in nature, should only involve matters the employee does not wish to keep private, and should not interfere with the employee's job duties in any way. Employees who hold Union positions may use City computers and City e-mail for notification of official Union meetings and for grievance purposes, while not on working time.

Prohibited Activities include but are not limited to:

- Transmitting any confidential City records or information without prior authorization.
- Conducting or performing any personal activity or generating any personal work product during working time.
- Participating in any "chat rooms".
- "Surfing" unauthorized Internet sites.
- "Surfing" any adult or sexually explicit Internet Sites, or downloading any such materials.
- Creation, distribution, or forwarding of any adult or sexually explicit e-mails or attachments.
- Creation, distribution, or forwarding any e-mails or attachments containing intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability, or any other classification protected by law.
- Downloading any computer software programs without prior authorization.

ARTICLE CC. WORKPLACE VIOLENCE

It is essential that the City maintain a safe and secure environment for employees, customers, and visitors. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another's work performance or the organization's ability to execute its mission will not be tolerated.

Employees must notify their supervisor, Department Head, Human Resource Officer, or the City Manager immediately of any threats which they have witnessed, received, or have learned that another person has witnessed or received. Employees should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on City owned or leased property, or against any City employee. There will be no retaliation against anyone who reports threatening or violent behavior. The City will follow established emergency response guidelines in notifying appropriate employees of any threats it receives.

Each employee who receives or is the subject of a protective or restraining order which lists City owned or leased property as a protected area, or which identifies any other City employee in its terms, is required to provide their supervisor, Department Head, Human Resource Officer, or City Manager with a copy of such order.

ARTICLE DD. EXECUTION

The City of Coffeyville and the undersigned employee organization hereby agree that this FY ~~2023~~ 2024-2025 Personnel Manual/Memorandum of Agreement is the entire Memorandum of Agreement between the parties. It is the entire and final expression of the Agreement and it may not be contradicted by evidence of any prior or contemporaneous oral agreements or past practices of the parties. It shall repeal and supersede and all previous agreements between the parties.

The FY ~~2023-2024-2025~~ Personnel Manual/Memorandum of Agreement has been prepared during negotiations between the parties, and no party shall be charged with having prepared this Agreement in the event an ambiguity exists.

Any waiver by the parties hereto of any of the regulations or provisions of the FY ~~2023-2024-2025~~ Personnel Manual/Memorandum of Agreement shall not be deemed a continuing waiver, and it shall not prevent the parties hereto from exercising any remedy or enforcing any provision of this Agreement for any succeeding violation of the same provision or any other provision.

The FY ~~2022-2024-2025~~ Personnel Manual/Memorandum of Agreement shall become effective on January 1, ~~2023~~2024, and will remain in effect through December 31, ~~2023~~2025.

The FY ~~2023-2024-2025~~ Personnel Manual/Memorandum of Agreement may be modified or amended only by a written instrument executed by each of the parties.

The parties agree that this Personnel Manual/Memorandum of Agreement shall be open for negotiation of the 2025 wage and health insurance package only starting in May of 2024. All other provisions of this Personnel Manual/Memorandum of Agreement will remain in effect through December 31, 2025.

It is further agreed by the parties that pursuant to K.S.A. 75-4321 et seq., a representative of the City of Coffeyville shall meet and confer in good faith with representatives of the employee organization in order to exchange freely information, opinions, and proposals to endeavor to reach agreement on the conditions of employment for a subsequent comprehensive memorandum of agreement starting in ~~July of 2023~~May of 2025.

In witness hereof, the parties have executed the FY 2023 Personnel Manual/Memorandum of Agreement on the ____ day of December, ~~2022~~2023.

CITY OF COFFEYVILLE, KANSAS:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL #1523

BY: _____
Ann Marie Vannoster, Mayor

BY: _____
Nathan Payne, Business Manager

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The City of Coffeyville and the undersigned employee organization hereby agree that this FY 2024-2025 Personnel Manual/Memorandum of Agreement is the entire Memorandum of Agreement between the parties. It is the entire and final expression of the Agreement and it may not be contradicted by evidence of any prior or contemporaneous oral agreements or past practices of the parties. It shall repeal and supersede and all previous agreements between the parties.

The FY 2024-2025 Personnel Manual/Memorandum of Agreement has been prepared during negotiations between the parties, and no party shall be charged with having prepared this Agreement in the event an ambiguity exists.

Any waiver by the parties hereto of any of the regulations or provisions of the FY 2024-2025 Personnel Manual/Memorandum of Agreement shall not be deemed a continuing waiver, and it shall not prevent the parties hereto from exercising any remedy or enforcing any provision of this Agreement for any succeeding violation of the same provision or any other provision.

The FY 2024-2025 Personnel Manual/Memorandum of Agreement shall become effective on January 1, 2024, and will remain in effect through December 31, 2025.

The FY 2024-2025 Personnel Manual/Memorandum of Agreement may be modified or amended only by a written instrument executed by each of the parties.

The parties agree that this Personnel Manual/Memorandum of Agreement shall be open for negotiation of the 2025 wage and health insurance package only starting in May of 2024. All other provisions of this Personnel Manual/ Memorandum of Agreement will remain in effect through December 31, 2025

It is further agreed by the parties that pursuant to K.S.A. 75-4321 et seq., a representative of the City of Coffeyville shall meet and confer in good faith with representatives of the employee organization in order to exchange freely information, opinions, and proposals to endeavor to reach agreement on the conditions of employment for a subsequent comprehensive memorandum of agreement starting in May of 2025.

In witness hereof, the parties have executed the FY 2023 Personnel Manual/Memorandum of Agreement on the 13th day of February, 2024.

CITY OF COFFEYVILLE, KANSAS:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL #1523

BY: _____
Alec Hendryx, Mayor

BY: _____
Nathan Payne, Business Manager

MEMORANDUM OF AGREEMENT

Between

CITY OF COFFEYVILLE

and

**INTERNATIONAL UNION OF OPERATING
ENGINEERS
LOCAL 123 AFL-CIO**

January 1, ~~2023~~2024 – December 31, ~~2023~~2025

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ARTICLE A. GENERAL PROVISIONS

A-1 OBJECTIVES/PURPOSE

This Memorandum of Agreement is entered into between the City of Coffeyville and the International Union of Operating Engineers, Local 123 AFL-CIO, an employee organization representing certain employees of the City. It governs the activities of employees and establishes procedures for personnel matters. It supersedes any and all prior manuals, agreements, understandings, past practices and customs, whether written or oral, but excepting individual written discipline agreements. The provisions contained herein are established to:

- (a) Promote and increase the efficiency and effectiveness of city service and to provide the best possible service to the public.
- (b) Develop a program of recruitment, advancement, and tenure which will make City service attractive as a career.
- (c) Establish and maintain a uniform plan of compensation based upon the relative duties and responsibilities of each position to assure a fair and equitable wage or salary to all employees.
- (d) Establish and promote high morale among City employees by providing safe and reasonable working conditions, uniform personnel policies, and an opportunity for selection and advancement without regard to race, color, sex, disability, religion, age, national origin or ancestry, union/political affiliation, or veteran status.

The Memorandum of Agreement is intended to comply with all applicable laws. Should any part of this Agreement be found invalid by any competent governmental entity or court, such finding in no manner invalidates the entire Agreement or any part of the Agreement not directly affected by such finding. As to the part or parts of the Agreement which are directly affected by such finding, the parties agree that, within thirty (30) days after such finding becomes final, they will meet and begin negotiations on the issue of whether such part or parts should be modified, deleted, replaced, or dealt with in some other appropriate manner in order to comply with the finding by said governmental entity or court.

A-2 MANAGEMENT RIGHTS

The City of Coffeyville hereinafter referred to as the "Employer" or the "City" is a Municipal Corporation which is governed according to the laws of the State of Kansas. The form of government for the City is Commission/City Manager. The Commissioners are the elected governing body of the City.

All management rights, inherent management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the discretion and jurisdiction of the Employer.

These rights, powers and authorities of the Employer include, but are not limited to the following:

- a. The right to direct the work of its employees;
- b. The right to hire, promote, transfer, assign and retain employees in positions within the City;
- c. The right to suspend, demote or discharge employees for proper cause;
- d. The right to maintain the efficiency of governmental operations;
- e. The right to relieve employees from duties because of lack of work or for legitimate reasons;
- f. The right to take action as may be necessary to carry out the mission of the City in emergencies and;
- g. The right to determine the methods, means and personnel needed to carry on operations.
- h. The right to make and revise reasonable work and safety rules, on a City-wide, departmental, or job-specific basis, provided however that no such work or safety rules are in conflict with the provisions of this Agreement.

The listing of the foregoing rights, powers and authority are not in any way intended to be exclusive, but are merely intended to illustrate the rights of the Employer. However, the rights described herein may be limited by other terms and conditions of this Agreement.

A-3 EQUAL EMPLOYMENT OPPORTUNITY

No applicant shall be prohibited from securing employment with the City of Coffeyville as a result of the factors of: race, age, religion, color, sex, national origin or ancestry, union/political affiliation, disability or veteran status. Neither shall any employee be disciplined, denied promotional or transfer opportunities, or in any other way subjected to disparate treatment as a result of these factors. Any evidence of discrimination shall be brought to the attention of the affected employee's Department Head or the City Manager.

A-4 AMERICANS WITH DISABILITIES ACT

The City will make reasonable accommodations for disabled persons in compliance with federal and state requirements.

A-5 RECOGNITION

The provisions of this Agreement shall apply to all employees within the appropriate units as listed below, except in the case where an article is designated to apply to only one of the two organizations covered within this Agreement.

1. I.U.O.E. BARGAINING UNIT

- (a) The Employer recognizes Local 123 of the I.U.O.E. as the sole and exclusive collective bargaining representative for employees in the following classifications:

ELECTRIC UTILITY - GENERATION DIVISION

Shift Operator
Relief Operator
Assistant Operator
Relief Assistant Operator – Lab Tech
Relief Assistant Operator
Maintenance Foreman
Power Plant Mechanic
Electrician
Mechanic Utility Person
Utility Person 4th yr.
Utility Person 3rd yr.
Utility Person 2nd yr.
Utility Person 1st yr. – Entry Level
Maintenance Person
Maintenance Person 4th yr. – Entry Level
Maintenance Person 3rd yr. – Entry Level
Maintenance Person 2nd yr. – Entry Level
Maintenance Person 1st yr. – Entry Level
Instrument Technician – Entry Level

DEPARTMENT OF ENGINEERING

Custodian

Airport Laborer
HVAC/R – Airport Line Service Technician

DEPARTMENT OF FINANCE

Utility Clerk
Meter Reader

WATER/WASTEWATER UTILITIES
WATER DISTRIBUTION & WASTEWATER COLLECTION DIVISION

Lead Foreman
Crew Foreman
Apprentice Utility Person 1st year
Apprentice Utility Person 2nd year
Apprentice Utility Person 3rd year
Journeyman Utility Person
Mechanic/Journeyman Utility Person
Serviceman

WATER & WASTEWATER TREATMENT DIVISION

Maintenance Crew Foreman
Apprentice Operator 1st year
Apprentice Operator 2nd year
Apprentice Operator 3rd year
Journeyman Operator
Master Operator
Apprentice Utility/Operator 1st year
Apprentice Utility/Operator 2nd year
Apprentice Utility/Operator 3rd year
Journeyman Utility/Operator
Master Utility/Operator

DEPARTMENT OF ADMINISTRATION

Deputy City Clerk – Entry Level

DEPARTMENT OF PUBLIC SERVICE
STREET & ALLEY DIVISION

Crew Foreman
Operator - Heavy Equipment
Operator - Light Equipment
Laborer – Entry Level
Mechanic I
Mechanic II

PARK MAINTENANCE & CEMETERY

Crew Foreman
Truck Driver
Laborer – Entry Level
Operator – Heavy Equipment

Operator – Light Equipment
Cemetery Sexton – Entry Level

WIRELESS INTERNET

Wireless Internet Technician

Note: The identification of these classifications does not imply that each classification must be filled by an employee.

All other classifications of employees within the City are excluded from IUOE representation.

- (b) The City agrees to notify the Union of the creation of any new classifications within any of the IUOE-represented departments listed above, and to meet with the Union to seek agreement on the inclusion or exclusion of the new classification in the IUOE bargaining unit. The parties agree to submit such classifications to the Kansas Public Employee Relations Board for a determination of the inclusion or exclusion of any new classification, in the event the parties are unable to agree on inclusion or exclusion.

A-6 DEPARTMENTAL GUIDELINES

The Director of any City department may formulate in writing reasonable guidelines for the conduct of the operations of his or her department, such as those relating to safety or operational procedures, which shall be available to all departmental employees. Such department guidelines shall not be less stringent than, in violation of, or in conflict with this Manual.

A-7 AMENDMENT OF POLICIES

These policies may be amended by written agreement between the City and the Union(s) involved.

A-8 DEFINITIONS

All words and phrases shall be construed and understood according to common and approved usage of the language. Use of the masculine gender shall extend to and be applied to the feminine gender as well and vice versa. The word “shall” is used to indicate a mandatory action, and the word “may” is used to indicate a permissive action. The following terms are specifically defined as indicated:

- a. **ANNIVERSARY DATE:** The calendar date upon which a specific employee started regular employment with the City.
- b. **APPOINTED OFFICIAL:** A regular, full-time employee of the City who serves at the pleasure of the City Manager or as provided in the Municipal Code.

- c. **BREAK:** An authorized rest break from work consisting of no more than fifteen (15) minutes duration.
- d. **CITY:** The City of Coffeyville, Kansas, and all departments and subdivisions thereof.
- e. **COMPENSATORY TIME OFF:** Time off from work in lieu of monetary payment for overtime worked.
- f. **CONFIDENTIAL EMPLOYEE:** Has the meaning given in K.S.A. 75-4322(c).
- g. **CONTINUOUS EMPLOYMENT:** The time from the most recent hire date to the current date of employment, including the calendar days when an employee is absent on authorized leave with or without pay.
- h. **CONTRACT AGENT:** A contract agent is an individual who serves at the pleasure of the City Manager as provided in the Municipal Code, and whose compensation and personnel administration are subject to individual contract agreement (e.g., special attorney).
- i. **DEMOTION:** An action taken by management which results in a reassignment of an employee to a position with a lower rate of pay.
- j. **DEPARTMENT:** A major functional unit of the City.
- k. **DEPARTMENT HEAD:** A person directly responsible for the administration of a City department.
- l. **DIVISION:** An activity or sub-unit within a department.
- m. **EMPLOYEE:** An employee may be defined as:
 - (1) *Regular, full-time.* A person who is employed to work a normal work week of at least forty (40) hours on a regular and continuing basis in his/her assigned classification, and who has successfully completed the initial training period.
 - (2) *Regular, part-time.* A person who is employed to work less than a normal work week of forty (40) hours on a regular and continuing basis and who has successfully completed the initial training period.
 - (3) *Temporary/seasonal.* A person employed to work on a regular and/or recurring basis during a specific season or portion of a year.
 - (4) *Trainee.* A regular employee serving in their initial training period as described in Section C-4.

- n. **ENTRY LEVEL BARGAINING UNIT REPRESENTED POSITION:** Any entry-level position in a bargaining unit that has selected union representation. This designation does not necessarily mean the position does not require any prior education, training or experience.
- o. **HOLIDAY:** The twenty-four (24) hour period of midnight to midnight of the day observed.
- p. **IMMEDIATE FAMILY:** Employee's spouse, children, sister, brother, parents, stepparents, stepchildren; grandparents, grandchildren, and in-laws (mothers, fathers, brothers, sisters, sons and daughters).
- q. **PROMOTION:** Advancement to a higher position (other than entry level positions) that normally results in increased responsibility and pay rate.
- r. **SUPERVISORY EMPLOYEE:** Has the meaning given in K.S.A. § 75-4322(b).
- s. **VOLUNTEER:** A non-paid individual in the position he or she holds. When acting as a volunteer an individual is not an employee regardless of other City employment. Employees cannot serve as volunteers within the department in which they are employed.

ARTICLE B. POSITION CLASSIFICATIONS

B-1 OBJECTIVES AND PURPOSES

Position classification is a system of identifying and describing different kinds of work in the organization in order to permit equal treatment in employment practices and compensation. Each City position shall, on the basis of the duties, responsibilities, skills, experience, education and training required of the position, be allocated to an appropriate class. Each class may include either a single position or two or more positions.

B-2 JOB DESCRIPTIONS

Each position shall have a concise descriptive title, a description of the essential and marginal functions (tasks) of the position, and a statement of the qualifications for filling such positions. Such descriptions shall be approved by the City Manager, and shall be kept on file in the office of the City Clerk, and shall be open to inspection by any interested party during regular office hours. Whenever the City proposes to change any of the contents of a position title, job description, or statement of qualifications for a position included in an existing bargaining unit, the City shall give the appropriate bargaining representative at least fifteen (15) calendar days notice of the proposed change, and, during that time, shall meet and confer with the bargaining representative and afford it an opportunity for input and discussion concerning the proposed change. Any significant, permanent change in essential and marginal functions of a position shall be cause for the City and the appropriate bargaining unit to meet and confer regarding

wages for said position. Once the City's obligation stated herein is fulfilled, the City Manager, at his discretion, may implement the proposed change at the end of said 15-day period.

B-3 PAY RANGE PLAN

The City shall adopt a pay plan, with minimum and maximum amounts of pay for each class of positions.

B-4 MAINTENANCE OF THE CLASSIFICATION PLAN

It shall be the duty of each Department Head to report to the City Manager any and all organizational changes, which will significantly alter or affect changes in existing positions or proposed positions. The City Manager shall approve all new or revised job descriptions, once the City has complied with its obligations under section B-2 above.

ARTICLE C. RECRUITMENT AND PROMOTION

C-1 NEPOTISM

- (a) In order to avoid favoritism or the appearance of favoritism based on family relationships, no one shall be employed in a position where anyone in their direct supervisory chain, from their supervisor to the City Manager, is a member of their Immediate Family.
- (b) Starting on the effective date of this Memorandum of Agreement, if two employees marry or otherwise initiate a close personal relationship that creates a conflict under this policy, the two employees must discuss the situation with the appropriate Department Head, and attempt to reach a mutually acceptable transfer or reassignment decision whereby the employees become compliant with the policy set out in Paragraph (a), above. If the employees are unable to agree upon a voluntary resolution, the Department Head and the City Manager shall transfer one of the two employees to a position that eliminates the conflict, if possible. If there is no open position available for transfer for which one of the employees is qualified, the employee with less total uninterrupted time as a City employee shall be placed on unpaid leave until such time as a transfer position becomes available.

C-2 RECRUITMENT

It shall be the policy of the City to provide fair and equal opportunity to all qualified persons to enter City employment on the basis of demonstrated merit and fitness determined by fair and practical methods of selection, without regard to race, color, sex, disability, religion, age, veteran status, national origin or ancestry. The City will insist on strict compliance with all child labor laws.

C-3 QUALIFICATIONS OF EMPLOYMENT

All new applicants for any position with the City shall meet the minimum qualifications established for that position. Each applicant shall complete a job application form. Any misrepresentation or omission of material facts shall be grounds for immediate disqualification or termination of employment upon discovery of same. A medical examination or other testing, including drug testing, may be required only after a conditional offer of employment has been made, provided that such exams or testing are required of all such applicants who are offered employment in the position. The offer of employment is contingent upon the applicant passing required post-offer tests. If he/she is recalled from separation after having been off work for more than ninety (90) days, he/she shall be required to be reexamined. The Employer shall pay for all examinations under this Article. Every employee shall, within 30 days of employment, obtain and maintain in their place of residence a working telephone with a local telephone number at which they can be reached.

C-4 TRAINING PERIOD

- (a) Each regular employee, following employment shall undergo an initial training period of six (6) months in order to achieve a minimum level of competency. The City Manager may extend any employee's initial training period for an additional six (6) months, at his or her discretion. The City Manager shall provide written notice of the reason or reasons for any extension to the employee in question and to the appropriate Union.
- (b) This time period is designed to enable the City to observe and evaluate the new employee's performance and potential. Any employee terminated during his or her initial training period or any extension thereof shall have no recourse to the grievance and arbitration procedures outlined herein at Articles H, I, and J. No employee shall be deemed to have successfully completed his or her initial training period, or any extension thereof, until successful completion has been certified in writing by the City Manager or his designee. Provided, that after the expiration of an employee's initial training period or any extension thereof, the City Manager shall, within seven (7) calendar days, after being requested in writing to do so by the employee or their bargaining unit representative, provide a final decision on extension, termination or retention in writing. Subject to the other provisions of this Agreement, successful completion of the initial training period or any extension thereof does not imply a guarantee of continued employment.
- (c) Employees in their initial training period shall have no seniority rights during said period. If the training period is successfully completed by regular full-time employees, however, it shall be considered as service for seniority purposes.

C-5 PROMOTIONS & HIRING

- (a) Promotions to non-entry-level bargaining unit represented positions shall be made from among incumbent full-time regular employees, if one or more qualified candidates are available within the City's workforce.
- (b) Entry Level Bargaining Unit Represented Positions:
 - 1. Management shall select applicants to fill Entry Level Bargaining Unit Represented Positions at its discretion. Management shall seek the best qualified, most capable individual for each position, but where qualifications and ability among applicants are substantially similar, current City employees are preferred over external applicants. The City will post internally all openings being filled under this paragraph, simultaneously with advertising the same to the general public. The City may decline to fill openings at any time in the process.
 - 2. Each regular, full-time employee who is selected for an Entry Level Bargaining Unit Represented Position shall undergo a training period of six months (unless an extension of this period is mutually agreed to by the Employer and the employee) in order to achieve minimal competency in the new position. If the employee cannot demonstrate a minimum level of competency within the six-month training period, or decides within the first ninety (90) days of the training period that they do not want the position, the employee shall be returned to their former position and pay level. Employees requesting to return to their former position after the 90th day of their training period may be returned at the discretion of the City Manager. Any employee who is returned to their former position within the six (6) month training period, whether at his or her request or at the discretion of the City, shall be ineligible to apply for any Entry Level Bargaining Unit Represented Position or bid on any Bargaining Unit Represented Position Promotion for a period of one (1) year from the date they are returned to said former position.
 - 3. During the training period, the employee shall retain seniority in the Department they left. Upon successful completion of the training period he or she will lose all seniority rights in the Department they left and will assume and accrue seniority in the new Department from the date they were awarded the job. City seniority, accrued vacation and sick leave, and all other benefits shall be retained. If an employee is awarded a job bid within the same Department but a different Division, the employee shall retain Department seniority but will accrue Division and classification seniority from the date they were awarded the job.

(c) Bargaining Unit Represented Position Promotions:

1. Whenever more than one person is considered to be qualified and eligible for promotion to the vacant position, selection shall be made on the basis of competitive examination and/or interview. Competitive examinations and interviews will be job related. The content and administration of the competitive examination and interview is within the discretion of the City Manager. All employees seeking promotion shall be expected to meet the minimum qualifications for the position to which they seek promotion. A medical examination or other testing, including drug testing, may be required only after an offer of promotion has been made, provided that, such exams or testing are required of all such employees who are offered promotions to that position. The offer of promotion is contingent upon the applicant passing the required tests.
2. Each employee promoted to a classification with higher pay and increased responsibility shall undergo a training period of six months in order to achieve minimal competency in the new position. If the employee cannot demonstrate a minimum level of competency within the six-month training period or decides within the first ninety (90) days of the training period that they do not want the promotion, the employee shall be returned to their former position and pay level. Employees requesting to return to their former position after the 90th day of their training period may be returned at the discretion of the City Manager. Any employee who is returned to their former position within the six (6) month training period, whether at his or her request or at the discretion of the City, shall be ineligible to bid on any promotion or to apply for any Bargaining Unit Represented Position for a period of one (1) year from the date they are returned to said former position.
3. After a bargaining unit represented position vacancy occurs (other than Entry Level Bargaining Unit Represented Positions) and the City Manager, after consulting with the Department Head determines the position should be filled, the job shall be bulletined in all City departments for seven (7) working days during which time full-time, regular employees with proper qualifications will be entitled to submit bids for such jobs. Bids shall be filed by employees with the Employer before the time for bidding closes.
4. Management shall determine those applicants who are qualified for the appointment, and which applicant is most qualified from among the qualified applicants. In judging the qualifications of applicants, management shall consider ability, training, education, competence, experience, and initiative, along with performance during the competitive examination and/or during the job interview. If none of the incumbent full time, regular employees who bid are qualified, or if no bids are received,

the City may hire an external applicant for the job or decline to fill the position.

5. When two or more qualified applicants are determined by management to be equally qualified, the vacancy will be filled by the most senior applicant. Seniority is defined as the length of continuous regular full-time service within the classification, division, department or City, as appropriate. Determination of seniority is to be made in order of priority as follows:

- (a) Seniority in the division the vacancy is in.
- (b) Seniority within the department which has the vacancy.
- (c) Departmental seniority in any City department.
- (d) Seniority as a City employee.

Loss of Seniority: All seniority will be lost under the following conditions.

- (a) Termination for cause
- (b) Resignation
- (c) Being on layoff or leave status for more than twelve (12) months (except for military leave which will be governed under applicable federal and state laws).

6. When the successful bidder has been determined, a notice will be posted in all City departments stating the successful bidder's name.

7. The successful bidder, if a current employee, will be placed on the job at the conclusion of the selection process, and will be on a training period for six (6) months, unless an extension of this period is mutually agreed to by the Employer and the employee. During this training period, the employee shall retain seniority in the Department s/he leaves. Upon successful completion of the training period s/he will lose all seniority rights in the Department s/he left and will assume and accrue seniority in the new Department from the date s/he was awarded the job. City seniority, accrued vacation and sick leave, and all other benefits shall be retained. If an employee is awarded a job bid within the same Department but a different Division, the employee shall retain Department seniority but will accrue division and classification seniority from the date s/he was awarded the job.

- (d) Regular, full-time employees who are on layoff and have kept their seniority current as provided for in this Agreement shall be allowed to bid for Bargaining Unit Represented Position Promotions under the provisions of paragraph (c) herein and be awarded jobs that are posted while they are on layoff status.

Further, these same employees may apply for Entry Level Bargaining Unit Represented Positions pursuant to the provisions of paragraph (b) herein.

- (e) Employees who are working in jobs that are part of an apprenticeship program will not have to bid to get to the next higher level but will be raised to the next higher level at the end of the time limit, provided they have met the criteria for the next higher level.
- (f) This subsection (f) shall apply to all promotions within the Electric Generation Plant, and not to promotions in any other area. Any provisions in the preceding subsections that are inconsistent with the provisions of this subsection (f) shall not apply to promotions within the Electric Generation Plant.

Management shall make reasonable, good faith efforts to provide training opportunities to each employee working in the Electric Utility – Generation Division, in positions of Utility and above, such that each employee will be fully trained on his or her current job, and cross-trained to the extent reasonably possible for the next higher job classification. The parties agree that employees and management are jointly responsible for on-the-job training. Employees are responsible for pursuing training opportunities, and management and the shift Operators are responsible for creating opportunities and for distributing training opportunities equitably among members of the workforce.

Management shall provide a listing of outside training sources for the employees' use. The City shall not be required to pay for any outside training an employee chooses to attend, unless the City specifically agrees in advance to pay for a particular training course or event.

There shall be a three step testing procedure for any employee advancing to the Relief Assistant Operator from the Utility position and to the Relief Operator from the Assistant Operator positions.: (1) a job-specific written test, to be developed by Operators and Management; (2) a hands on job skill test; and (3) a promotional interview. Employees shall be assessed during the interview by a joint team consisting of two management employees assigned by the Department Head and one Operator.

The testing procedure shall be administered on a pass/fail basis, and all employees passing the procedure shall then be eligible to submit bids for promotion to the next higher level when an opening occurs. An employee who fails the testing procedure shall not be eligible to test again for a period of one year. The City may waive the time frame of eligibility before retesting if manpower losses dictate, position remains open or new position becomes available.

Employees who have passed the test as specified above may bid for vacant positions in the next higher classification, and the bidder with the most seniority shall be placed in the vacant position for a training period of sixty days of position

specific training. During the training period, the individual(s) providing the on-the-job training shall review the progress of the employee and shall submit a written report of the employee's progress to management. Management shall, within ten days from receipt of the written report, either award the employee permanent status, specify an additional period for training, or move the employee back to the position he/she formerly held. Management shall provide any employee who is moved back to his/her former position with written reasons for his/her failure to gain permanent status. Any employee moved back to a position formerly held pursuant to the provisions of this subsection shall not be eligible to bid for a vacancy in the next higher position until one year has elapsed following the employee's return to his/her former position, and the employee has again successfully completed the testing procedure listed above.

C-6 COMMERCIAL DRIVERS LICENSE

All employees in the Heavy Equipment Operator, Mechanic II, Crew Foreman, Maintenance Crew Foreman, and Lead Foreman job classifications must possess a valid Class A Commercial Driver's License. All other employees who are required by their job description to hold a commercial driver's license may hold either a Class A or a Class B license, at the employee's option. Revocation or suspension of commercial driver privileges may result in termination of employment or demotion to a non-driving position if such a position is available, and if driving is an essential function of the employee's then-current position.

Employees will be allowed time off during normal working hours to take the examinations required for the Commercial Drivers License and all renewals.

The City shall pay the difference in the cost of a Class C drivers license and a Commercial Drivers License for the initial license and all renewals.

C-7 NONDISCRIMINATION

- (a) The Employer and the recognized employee organizations agree that they shall not intimidate, coerce, or in any manner interfere with the rights of bargaining unit employees or non bargaining unit employees to form, join or assist an employee organization or to refrain from any such activities, including the right to withdraw, revoke or cancel employee membership at any time.
- (b) The Employer shall not discriminate against any employee organization steward who from time to time represents other employees, nor will the Employer discriminate against any employee who files a grievance against the Employer. Neither the Employer, any employee organization, nor any individual employee shall discriminate or retaliate against any individual who is called to testify at a grievance or arbitration hearing.
- (c) Any employee who believes he or she has been discriminated against or harassed on the basis of race, color, national origin, ancestry, sex, age, disability or veteran

status may file a grievance under the provisions of this Agreement, and shall submit a written complaint to the City Manager, appropriate Department Head, or the Human Resource Officer. Individuals who are not comfortable communicating in writing may request a meeting to notify the City Manager or Human Resource Officer of the complaint verbally.

- (d) Employees and applicants are free to contact the Kansas Human Rights Commission and/or the United States Equal Employment Opportunity Commission at any time with any concerns they may have about alleged discrimination or harassment in the workplace, in addition to complying with the provisions of this Agreement.

C-8 PERSONNEL FILE

- (a) Current employees shall have the right to review the contents of the City's personnel file regarding the individual employee.
- (b) The City reserves the right to require that the following criteria are met:
 - (1) The employee must make arrangements in advance to schedule a time convenient for the review.
 - (2) The personnel file shall not be removed from the office in which it is maintained.
 - (3) The Human Resource Officer or designee shall be present while the file is being reviewed.
 - (4) The copying of any documents contained in the personnel file, for the employee, shall be done by a representative of the Personnel Department upon the approval of the City Manager, Human Resource Officer or designee. The first 5 pages copied for any employee from their personnel file during any twelve-month period shall be free of charge. Each additional page copied from their personnel file shall cost twenty cents (20¢) per page.

ARTICLE D. HOURS OF WORK

D-1 DUTY HOURS AND WORK PERIODS

- (a) *General Employees.* General employees include all regular, full-time City employees except shift employees. The work period for all general employees is the seven-day work week that begins at 12:00 a.m. on Monday and ends at 12:00 midnight on the following Sunday. The normal work period for all general full-time employees shall be forty (40) hours, with two consecutive days off.

Each Department Head shall establish and post regular work schedules for the employees in his or her Department. Department Heads may change regular work schedules based upon the needs of the City. When changing regular work schedules, the Department Head shall notify the effected employees of the reason(s) for the change, and shall provide at least one week notice in advance of the change, unless it is not practicable to provide such notice. Summer hour schedules shall be implemented by departments and subdivisions on an as-needed basis, depending on the demands of the work.

Wireless Internet Technician position may be notified of a change to regular work schedules with one day notice.

- (b) *Shift Employees.* Shift employees include all regular, full-time City employees in departments or divisions of a department that operate on a 24-hour basis. The work period for all shift employees in the Water/Wastewater Utility is the seven-day work week that begins at 11:00 p.m. on Sunday and ends at 11:00 p.m. the following Sunday. The work period for all shift employees in the Electric Department is the seven-day work week that begins at 10:00 p.m. on Sunday and ends at 10:00 p.m. on the following Sunday. The normal work period for full-time shift employees shall be forty hours, consisting of five, eight-hour shifts that are inclusive of an on-duty meal period of thirty (30) minutes or less that shall be interrupted by work demands (2,080 hours worked annually). Shift employees shall be scheduled to work as assigned by the Department Head on any of the seven days of the work period; but with the exception of relief personnel (swing shift/shift breakers) employees shall normally have regularly scheduled work days, shift rotations, and days off. However, at the direction of the Department Head the shift worked by individual employees may be rotated. Further, the regular work days and days off of personnel may be adjusted by the Department Head.
- (c) *Shift trading/substitution.* All shift employees are permitted to trade shifts for their own benefit, so long as: (i) all trades are voluntary for both of the employees involved, (ii) management is notified of the trade in advance, (iii) the trade is cost-neutral to the City, and (iv) the employee working the shift is trained and fully qualified to do the job. When an employee works additional hours in a work period beyond his/her regularly scheduled hours, as a substitute for another employee, those additional hours of work are treated as having been worked by the employee originally scheduled to perform the work (not by the employee who actually performed the work). Employees engaging in shift trades must comply with any departmental procedures governing such trades. Management shall have the right to reject any proposed trade if it would create operational problems for the department. Shift trades that would require an employee to work more than sixteen (16) hours in any twenty-four (24) hour period are prohibited.

D-2 MEAL PERIODS AND REST BREAKS

(a) *Meal Periods for General employees and shift employees.*

- (1) Any meal period of 30 minutes or more in duration, where the employee is relieved of all duties is a non-compensable meal period and it is excluded from hours worked. Any on-duty meal period of up to 30 minutes duration, subject to being interrupted by work demands is a compensable meal period and is included in hours worked.
- (2) If an employee who is not on standby is held over to work one and a half hours or more past the end of their normal duty hours, they shall be provided up to a 30 minute meal period. Thereafter, an additional meal period of up to 30 minutes will be provided after every additional five hours worked as long as the employee is required to work.
- (3) If an employee who is not on standby is called out or scheduled to work one hour or more prior to the start of their normal duty hours, and there is not at least a one half hour gap between the extra duty hours and their normal duty hours they shall be provided up to a 30-minute meal period after two hours of work. Thereafter, an additional meal period of up to 30 minutes will be provided after every additional five hours worked as long as the employee is required to work.
- (4) If a general employee (excluding shift personnel) is required by his supervisor to work through these additional meal periods in their entirety, the employee is entitled to compensation of up to 30 minutes in lieu of the meal period(s) in addition to the hours actually worked. These provisions for additional meal periods are not applicable when the additional hours worked are a result of shift trading/substitution, nor shall the employee receive any additional pay, beyond pay for actual hours worked, if the employee chooses to work through the meal period.
- (5) If an employee is notified on the day prior or earlier that they will be called in early or held over, the employee is responsible to bring their own meal.

[a] General Employees – If a general employee who is not on standby is called in early or held over without advanced notice and for the City's convenience and the employee is not released from the job site to obtain their meal, the cost of the meal shall be paid by the City, upon presentation of a valid, dated receipt. (otherwise, the cost of the meal shall be paid by the employee). The cost of the meal paid for by the City shall not exceed ~~\$9~~15.00.

[b] Shift Employees – Operating employees at the Electric Generation Plant, Water Filtration Plant and the Wastewater Treatment Plant who are called out or not relieved at the end of their shift and must

remain on the job to fill the next shift without prior notice may be allowed to send one employee to the nearest food store to obtain something to eat, or to a restaurant to pick up a meal and return to the plant to eat. At the Electric Generation Plant, a utility employee is to be sent for meals, the operator and assistant operator shall not leave the Plant. If there is only one employee on duty and they can not leave the work site, if they call in an order to be delivered the City will pay for up to \$~~9~~15.00 of their meal cost upon presentation of a valid, dated receipt. Otherwise, the cost of the meal shall be paid for by the employee.

[c] The City will not pay any meal allowance for any employee who does not actually purchase a meal, and will pay only for amounts actually spent, as shown on a valid, dated receipt.

- (b) *Rest Breaks.* Employees are authorized a rest break of 15 minutes for each four hours of work. Rest breaks are not cumulative and if workload prevents the taking of a break, it shall not be carried over to another day. The time of the rest break, usually mid-morning and mid-afternoon, shall be determined by the employee's supervisor subject to workload. Rest breaks shall normally be taken on the job site; but, if the crew is close enough to a retail establishment to visit the establishment during break time, as part of the break, then they may do so, it being understood that all crew members must commence working when the break time is expired.

Break supplies must be purchased during off duty hours or during the allotted break period. For purposes of this paragraph, employees are not allowed to stop to purchase break supplies:

- on their way to their first job site in the morning;
- during travel between job sites;
- on their travel in at mealtime or the end of the workday; or
- on their way to their job site following their meal period.

Employees who are nursing shall be provided reasonable break time each time employee has need to express breast milk for her nursing child for one year after the child's birth. Employee may use two already compensated break times to express milk, all other breaks will be uncompensated.

D-3 OVERTIME

- (a) All employees may be required to work overtime because of increased workload, absences of other employees, emergencies, etc. The employee organizations agree on behalf of their members that such employees shall accept necessary overtime assignments, and that they should consider Employer requirements for such necessary overtime assignments as justified priority over their personal

convenience and any secondary employment. Full-time employees will be scheduled for overtime prior to scheduling overtime for temporary employees. Regular full-time employees qualify for overtime compensation after they have worked more than eight (8) hours on a normal work day/shift (hours worked includes any authorized leave, sick leave, personal day leave or compensatory time leave). Regular part-time, temporary employees, and seasonal employees qualify for overtime compensation only after they have worked more than forty (40) hours in any seven-day work week.

- (b) Any additional or extra duty overtime worked shall be recorded as overtime. All employees shall be paid at overtime rates for actual time worked.
- (c) All additional or extra duty hours worked must have prior authorization by the employee's Department Head or designee. At the time the employee turns in his time sheet or card, it shall be noted by the employee if the compensation for the extra hours of work shall be in the form of additional wages or compensatory time.
- (d) Each department shall attempt to distribute extra hours of work equitably among employees within each classification on an annual basis. Any adjustments to rectify inequitable distribution of extra hours of work shall be accomplished through future scheduling. Each department shall post a monthly report documenting the number of extra hours worked by each employee in every classification. Any time an employee is excused from scheduled extra hours of work, those hours not worked shall be counted for the purpose of distributing extra hours of work equitably. In Electric Generation, if two individuals split a shift to equalize overtime, the shift breaker that was not moved up shall be compensated at their regular rate of pay, not at the rate for the higher classification.
- (e) An employee is not subject to being scheduled for prearranged extra duty hours while on holiday or leave.
- (f) *General Employees and Shift Employees.* All prearranged extra duty hours worked up to and including four hours on the employee's scheduled work day, shall be compensated at a rate of one and one-half times the employee's regular rate of pay. All prearranged extra duty hours worked in excess of four hours on an employee's scheduled work day shall be compensated at a rate of two times the employee's regular rate of pay. If an employee is required to work prearranged extra duty hours on either his first scheduled day off or second scheduled day off, unless the second day off falls on a Sunday, the first twelve hours worked shall be compensated for at a rate of one and one-half times the employee's regular rate of pay and any hours in excess of twelve hours shall be compensated for at a rate of two times the employee's regular rate of pay. If the employee's second day off falls on Sunday, all hours worked on said Sunday shall be compensated at two times the employee's regular rate of pay. If the employee is required to work

prearranged extra duty hours on both their first and second scheduled days off, on the first day the first twelve (12) hours worked shall be compensated for at a rate of one and one-half times the employee's regular rate of pay and any hours in excess of twelve hours shall be compensated at a rate of two times the employee's regular rate of pay, and all hours worked on the second day shall be compensated for at a rate of two times the employee's regular rate of pay. If the employee is required to work prearranged extra duty hours on Christmas Day, Thanksgiving Day or the Friday after Thanksgiving all hours worked shall be compensated for at a rate of two and one-half times the employee's regular rate of pay.

- (1) *Prearranged Extra Duty Hours:* Prearranged extra duty hours may require an employee to report to work early on a scheduled work day; to work past the end of a scheduled work day; to return for additional hours of work between scheduled work days; or to work on any scheduled day off. Except for extra duty hours scheduled on an employee's day off, if an employee is notified at any time while on duty (at work) that they have been scheduled for additional or extra hours of work, the additional hours worked shall be classified as prearranged extra duty hours. If the extra duty hours are scheduled on an employee's day off, the employee must be verbally notified on duty (at work) and at least 24 hours in advance for the additional hours worked to be classified as prearranged extra duty hours.

Employees who are prearranged to work extra duty hours on their scheduled days off shall receive a minimum of two hours pay unless the prearranged extra duty hours are canceled or rescheduled pursuant to paragraph (2) below. The compensation for the two hour minimum shall be at a rate of one and one-half the employee's regular rate of pay; unless the day off falls on a Sunday or it is the employee's second day off and they have already worked prearranged extra duty hours on their first day off, then it shall be at a rate of two times the employee's regular rate of pay. Further, if the prearranged assignment on an employee's scheduled days off requires an employee to report to work on more than one occasion outside of the two hour minimum it shall constitute a separate two-hour minimum.

- (2) Due to the multitude of variables beyond the control of the Employer, prearranged extra duty hours may periodically need to be canceled or rescheduled by the Department Head. If an employee is scheduled to work extra duty hours past the end of a scheduled work day, there shall be no compensation for canceled or rescheduled extra duty hours. If an employee is scheduled for extra duty hours that require them to report to work early on a scheduled work day, to return for additional hours of work between scheduled work days, or to report for work on any scheduled day off, and they are not notified while on duty the day prior to when they were to report for these additional hours that they have been canceled or rescheduled, these employees shall be compensated for two hours of work

at double the employee's regular rate of pay. However, if the scheduled prearranged extra duty hours are canceled due to weather conditions, the City shall make an effort to provide notice of at least one hour prior to the reporting time, but under no circumstances will compensation be required regardless of whether any notice is given.

- (3) No employee shall be required to work in excess of sixteen hours in any given twenty-four hour period unless the City is responding to an emergency situation, such as but not limited to, the interruption or potential interruption of City utility services, unsafe street conditions, or any threat to the safety and welfare of City residents. In the event an employee is required to work in excess of sixteen hours in any twenty-four hour period, the employee shall be off-duty at least eight consecutive hours for rest prior to returning for normal duty hours. For any portion of the off-duty eight hours that overlaps the employee's normal work schedule, the employee shall be compensated at their normal rate of pay. If any employee is involuntarily recalled to work during the eight hour rest period, he or she shall be paid at double the regular hourly rate until he or she receives eight consecutive hours off duty. The provisions of an off-duty rest period are not applicable when any part of the hours worked were the result of shift trading/substitution.

D-4 CALL-OUT (CALL-BACK) TIME

All employees may be required because of road conditions, leaks, interruptions in service, emergencies, etc. to return to work after their normal duty hours without it being prearranged. The employee organizations agree on behalf of their members that all members/employees shall accept necessary call-out assignments, and that they should consider Employer requirements for such necessary call-out assignments as justified priority over their personal convenience and any secondary employment. Hours worked or compensable time starts when the employee is notified to report to work; however, the employee must be able to report to work within ~~forty (40) minutes~~ one (1) hour of notice. Any time an employee is called-back for extra hours of work that was not prearranged, the employee shall receive credit for a minimum of two hours worked. Call-back employees shall be compensated for hours worked at double their regular rate of pay. Actual time worked in excess of the two hour minimum shall be recorded. If the call-out response time overlaps with the employees regularly scheduled work hours, the employee shall receive their normal rate of pay from their normal starting work time forward.

D-5 COMPENSATORY TIME

An employee may be allowed to choose compensatory time in lieu of additional wages for extra hours worked. Compensatory time cannot be used to "bank" pay for any hours not actually worked (e.g. holiday pay for holiday time not worked). The calculation of compensatory time shall be at the applicable overtime rate. An employee may accumulate up to forty (40) hours of unused compensatory time. This forty (40) hour cap shall apply to both the total number of comp time hours an employee is permitted to accrue and the total number of comp time hours an

employee is permitted to use in any calendar year, except that those employees who currently have more than forty (40) comp time hours accrued may use the excess hours at any time with proper approval. If the accrual or use limit is reached in any year, an employee must be paid in cash for additional accrued hours for the remainder of the year.

Compensatory time off may not be taken in increments of less than a one hour minimum. Employees shall schedule and use compensatory time on the same basis as they schedule and use vacation, except when the Department supervisor approves comp time use on short notice as consistent with the needs of the Department. *See* M-1(j) and (k), below.

The Department Head must allow for the use of accumulated compensatory time within a reasonable period following the employee's request to take time off unless the operation of the department would be unduly disrupted by the employee's absence from work. If an employee requests the use of compensatory time prior to the day on which the time is to be used, then, in order to determine whether granting the request to use compensatory time off on any given day will disrupt the Department's operations, the Department Head or his or her designee may wait to respond to the request until the day prior to the requested day(s) off.

An employee is entitled to receive cash compensation for all unused accumulated compensatory time when their employment is terminated.

D-6 HOLIDAYS

(a) The following days shall be paid holidays for regular full-time employees:

- New Years Day
- Martin Luther King, Jr. Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

From time-to-time, and for certain special occasions, the City Commission may by motion designate other days as special holidays on a one time basis.

- (b) When New Year's Day, Independence Day, Veterans' Day or Christmas falls on a Saturday or Sunday, the preceding Friday or following Monday, respectively shall be declared as the holiday.
- (c) *Shift employees.* These full-time employees shall be paid eight hours at their regular rate of pay for each holiday in lieu of holidays.

- (d) It does not matter whether or not the employees identified in (c) above actually work on the holiday or not; they all get the cash compensation outlined above in lieu of holidays. Except for the three holidays listed below, in addition to the pay in lieu of holidays, the above employees who actually work the holiday will be compensated for all actual hours worked at one and one-half times their normal rate of pay. Employees who actually work on Christmas Day, Thanksgiving Day or the Friday after Thanksgiving, in addition to the pay in lieu of holidays, will be compensated for all actual hours worked at two times their normal rate of pay. However, overtime and holiday compensation shall not be pyramided.
- (e) Regular part-time, Seasonal, and Temporary Employees shall not receive paid holidays.
- (f) To be eligible to receive pay for a City holiday, an employee must not have been absent without leave on the scheduled workday before or the scheduled workday after the holiday.

D-7 JOB REASSIGNMENT (WORKING OUT OF CLASSIFICATION)

From time-to-time, Department Heads may find it necessary to assign employees to work out of classification. Department Heads may select the most appropriate available employee for any out-of-classification assignment, based upon the skill, experience, and past work performance of the available employees. Where all these factors are substantially equal, the most senior employee will be selected for any higher out-of-classification assignment, and the most junior employee will be selected for any lower out-of-classification assignment.

Employees who are required by their Department Head to temporarily serve in a position with a higher job classification and responsibilities than their normal position for a minimum of one hour shall be compensated at the minimum rate of pay for that position for time actually worked in the higher classification. The employee will receive no less than a 3% increase in pay for working in the higher position, but in no event shall such an employee receive more than the maximum rate of pay for the higher position in which he is temporarily assigned to work. However, no employee may be temporarily assigned to a higher position and receive the rate of pay for that position without actually performing the work of the higher position.

If an employee is temporarily assigned to a lower rated classification, the employee will receive their normal rate of pay unless the re-assignment is to accommodate some non-job related injury or physical limitation.

If any employee is temporarily assigned to work in a higher classification and such employee takes paid leave on the day they are scheduled to work in the higher classification, such leave time will be paid at the employee's regular rate of pay and not at the rate of the higher classification. Paid leave time includes, but is not necessarily limited to personal day, sick day, compensatory time, vacation time etc.

Electric Generation Personnel: Shift Breakers, other than Relief Switchboard Operators, who are scheduled to work temporarily in a higher classification during plant operations will not be

scheduled nor compensated for said higher classification during periods when operation employees move from shift hours to maintenance hours.

If the re-assignment (upward or downward) becomes permanent, the rate of pay for the employee's new job classification that they actually are working goes into effect.

D-8 SHIFT DIFFERENTIAL

Shift employees who are scheduled and actually work the first shift or the third shift shall be paid a shift differential premium in addition to their regular rate of pay. First shift employees shall receive a 75-cent per hour shift differential premium and third shift employees a 50-cent per hour premium. Public Service employees who work a snow removal shift shall be paid a shift differential premium of 35-cents per hour for all hours worked between 8:00 p.m. and 4:00 a.m.

D-9 ATTENDANCE

All employees must report to work on time and continue on duty for the entire period of their assigned work day unless their absence has been approved as provided elsewhere herein. If an employee cannot report for work at the assigned time due to illness or other cause, he/she must notify his/her Department Head or their designee as soon as possible, but in no case, less than the time specified in Article M-3(c).

Employees reporting to work in uniforms or civilian clothing which are not in good condition or acceptable appearance or whose personal appearance is unacceptable can be sent home, without pay, at the discretion of the Department Head or his designee, to change into proper attire.

D-10 TRAINING

New employees shall receive appropriate training. It is the policy of the City, however, to encourage job training and educational opportunities for all employees. Training aids and educational material shall be made available whenever possible, and all supervisors are encouraged to hold periodic meetings with their employees for training purposes.

The City will pay employees for all time spent attending City-required training courses.

When an employee is required by law or by the Employer to go to school or take special training to maintain his job or to advance in his department, the City will provide or reimburse the employee for transportation, meals, lodging, and cost of school or training.

When out of town on City business per diem will be provided in accordance with the City's adopted meal policy.

If an employee is required by the City to take his own vehicle, the employee will be reimbursed per mile at the Federal IRS allowable rate. If a City vehicle is available and an employee chooses to take their own vehicle, the employee will be reimbursed for actual fuel expenses (receipts required) rather than the per mile rate. If two (2) or more employees are attending the

same training, the employees must ride together. If they choose not to do so, the city is only responsible for reimbursing the fuel expenses for the equivalent of one (1) vehicle.

Any employee attending mandatory training on his regular work day will be paid for eight (8) hours, at the regular rate of pay for his or her position. Any compensable overtime hours resulting from attending mandatory training shall be compensated at 1½ times the employee's regular rate of pay.

D-11 EDUCATIONAL REIMBURSEMENT

Any employee wishing to pursue job-related education courses may apply for educational reimbursement for 50% of the cost of tuition and books from the City according to the following guidelines:

- (a) The employee must have completed twelve (12) months of continuous service with the City;
- (b) After recommendation by the Department Head, all reimbursement shall be conditioned upon the employee receiving prior approval from either the City Manager or designee to take the course;
- (c) The request to take the course shall be submitted in writing not less than fifteen (15) days prior to the first day upon which such course or courses begin;
- (d) The course involved must be of adequate substance and be job related; and
- (e) After proof of successful completion (C- or better) of the course or courses is presented to the Finance Director, the employee will be reimbursed for 50% of the cost of tuition and books. Receipts must be submitted in order to receive reimbursement. Per IRS regulations this is a taxable benefit, therefore reimbursement will be made through payroll.

D-12 RESIGNATION

Any employee may resign by submitting his written resignation, if possible, at least 14 calendar days prior to the proposed last day on the job. Voluntary resignation forfeits all seniority rights.

ARTICLE E. USE OF VEHICLES

Whenever practical, City employees shall use City owned vehicles to conduct City business. However, when such vehicles are not available and an employee must use his personal vehicle, the expense of operating that vehicle shall be reimbursed to the employee per mile at the Federal allowable rate. Employees using their personal vehicle while on duty are required to provide licensing, fuel, lubricants and maintenance for their vehicle at their own expense. Liability insurance complying with Kansas State Law must also be provided by the employee.

ARTICLE F. OTHER EMPLOYEE BENEFITS

The City shall continue in full force and effect without variance, the current policies of the State of Kansas K.P.E.R.S. pension plan unless amended by mutual agreement between City and employee organizations.

The City shall annually contribute the sum set forth below per full-time regular employee to a group medical insurance plan (includes dental & life insurance) for those full-time regular employees and their dependents participating in the plan

FY ~~2023-2024~~ (April 1, ~~2023-2024~~ to March 31, ~~2024-2025~~): \$10,712.00 per budgeted position

If the City's maximum contribution outlined above does not fully fund the cost of the group medical insurance plan, the City may immediately implement an employee contribution plan to fund any projected deficit. To the degree possible, the employee contributions shall be for employee dependent coverage. If there is any excess money in Fund 350, beyond that necessary to provide for continued coverage of expenses incurred under the insurance plan, those funds will be used to pay for any premium increase that would otherwise be the responsibility of the employees, under this paragraph.

The City may use any amount remaining in Fund 350 Risk Management to cover medical insurance premiums, or it may retain those amounts for use in future years. Any refunds or dividends received from third party reinsurers or others shall be deposited in Fund 350 Risk Management to be used to cover future insurance premium payments.

No employee shall be entitled to any cash payment in lieu of medical care insurance coverage.

All costs for health care insurance shall be paid by the employee during any period the employee: is on a leave without pay (excluding FMLA-covered leave, during which employees must continue to pay their dependent premium contributions, if any); is on unauthorized leave; or is participating in any unlawful work stoppage.

ARTICLE G. STANDARDS OF CONDUCT AND PROGRESSIVE DISCIPLINE

G-1 AUTHORITY TO DISCIPLINE

The City Manager and respective Department Heads are responsible for the conduct and effective performance of all employees under their jurisdiction and shall have the authority and the responsibility to discipline employees as may be appropriate from time-to-time.

G-2 GENERAL POLICY

The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the

highest possible level of courteous and professional public service. Discipline in the City organizations is for the most part “self” discipline. It is the duty of the employees to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of the City and the department in which they work. Each employee is expected to be self-disciplined and to work hard at being the best at what they do and in helping the City provide a high level of public service. When an employee does not exercise adequate self-discipline, it may be necessary for the City Manager, the Department Head or Supervisor to initiate disciplinary actions to correct the problem. Discipline or discharge of bargaining unit represented employees will be for just cause. Disciplinary actions for unsatisfactory performance shall be taken in compliance with Section G-6 of this Article.

G-3 DISCIPLINARY ACTIONS

The following types of disciplinary actions are officially recognized. The type of disciplinary action taken to correct an act of misconduct, or negligence does not have to follow the steps identified below in any particular order or sequence. The disciplinary action taken shall be reflective of the severity of the misconduct, negligence or unsatisfactory performance, and any other incidents of misconduct, negligence, or unsatisfactory performance in the City’s file on the employee. The employee’s overall work history, and any other pertinent factors, shall be considered in determining whether it would be appropriate to reduce the level of discipline.

- (a) *Verbal Warnings.* A verbal warning is an oral reprimand given to an employee by their Supervisor, Department Head or City Manager. A written record of the warning shall be recorded in the employee’s file. Verbal warnings shall not be used as the basis for disciplinary action, after two (2) years from the date of the warning, and shall be removed from the City’s personnel file on the employee.
- (b) *Reprimand.* A reprimand is a written censure to an employee by their Supervisor, Department Head or the City Manager, a copy of which shall be recorded in the employee’s personnel file. Reprimands shall not be used as the basis for disciplinary action, after four (4) years from the date of the reprimand, and shall be removed from the City’s personnel file on the employee.
- (c) *Demotion.* A demotion is the placement of an employee into a position of a lower pay range. Demotions will be based on fitness or job performance.
- (d) *Suspension.* A disciplinary suspension is the removal of an employee from service, without pay, for a specific period of time. An employee placed on suspension shall not be present at their work site without written permission from the Department Head (except to present a grievance under Article H or for union activities outlined in Article W).
- (e) *Dismissal (Discharge or Termination).* Dismissal is the removal of an employee from City employment. Employees who are discharged from City service shall be entitled to receive all accrued pay (including any accrued vacation leave,

compensatory time, and personal days due to the employee) on the next regular payday following discharge.

G-4 OFFICIAL COMMENDATION

When the City Manager or Department Head observes or learns of an employee who has made an outstanding contribution to his department by exercising good judgment, showing courage in a difficult situation, suggesting ways to save time and money, demonstrating outstanding service to the public, or in any manner which the Department Head or City Manager feels it is justified, an official commendation will be completed and filed in the employee's personnel file. The City Manager will distribute copies to the news media and City Commission, when appropriate.

G-5 PROCEDURE FOR DISCIPLINARY ACTION

Whenever, it appears discipline may be appropriate, and additional information is needed before a decision can be made, management shall initiate an investigation into the situation, either personally or by a designee. The investigation shall include interviews of any complaining employee or citizen, interviews with any available witnesses, and a discussion of the situation with the accused employee (during which the employee shall be given an opportunity to provide his or her side of the story). Any accused employee may be represented by a Union representative during any interview that may reasonably be expected to lead to discipline, at the option of the individual employee.

- (a) At the conclusion of the investigation, the findings of the investigation shall be documented in writing. The Department Head or their designee, shall consider the findings of the investigation, and shall make a tentative disciplinary decision. At that time, the Department Head or their designee shall again meet with the employee (and employee organization representative, if desired) to discuss the findings of the investigation and to obtain any further input the employee wishes to provide.
- (b) The Department Head or his/her designee shall then make a final decision as to the disciplinary action, and provide written notice of the action to the employee. A copy of the documentation of the misconduct, negligence, or unsatisfactory performance, and written documentation as to form of disciplinary action taken, shall be inserted into the employee's personnel file. The employee may submit comments in writing to be attached to the record of the disciplinary action.
- (c) Notwithstanding the availability of this formal investigatory process, nothing in this section shall prohibit supervisors or managers from holding informal, non-disciplinary coaching and counseling discussions with employees. However, if during any such discussion it becomes apparent that discipline may be appropriate, management shall immediately discontinue the coaching and counseling discussion and initiate a formal disciplinary investigation.

G-6 UNSATISFACTORY PERFORMANCE

In cases involving unsatisfactory performance of an employee's duties – if the unsatisfactory performance does not involve negligence, willful neglect, or gross incompetence – Management shall notify the employee of the shortcomings in his or her job performance, explain the City's performance expectations, and give the employee a reasonable opportunity to improve his or her performance before initiating the disciplinary process. If it appears that additional training is appropriate, and if such training can reasonably be provided to the employee using the City's in-house resources, the City shall provide and the employee shall willingly and in good faith participate in such training.

G-7 ADMINISTRATIVE LEAVE

Employees may be placed on paid administrative leave pending investigation of any incident of misconduct or negligence, if such leave is appropriate in the reasonable judgment of the Department Head. Management should complete its investigation and reach a decision regarding any discipline within ten business days after placing any employee on administrative leave, except in extraordinary circumstances.

Employees who have been arrested for criminal conduct may be returned to work, placed on paid leave, or placed on unpaid leave, at the discretion of the City Manager, pending final resolution of the matter.

Subject to the provisions of Article W, an employee on administrative leave shall not be present at the work site without written permission from the Department Head or the City Manager and, if requested, the employee shall turn in all City issued equipment.

G-8 MISCONDUCT SUBJECT TO DISCIPLINARY ACTION

The following is a list of misconduct which may subject an employee to disciplinary action, up to and including discharge from employment. *This list is not exclusive, it is only representative of the types of misconduct which subject an employee to disciplinary action.* In some cases, these acts may warrant dismissal (even if it is a first offense) rather than some lesser form of discipline. Factors such as the seriousness of the misconduct, any prior warnings or instructions the employee may have received, and the employee's prior disciplinary record will be considered when determining the appropriate level of discipline.

- (a) Violation of the City's prohibition against harassment in the workplace (Articles X and Y).
- (b) Discharge of duties in a manner which results in discrimination against any person on the basis of race, religion, color, sex, age, disability, veteran status, national origin, or ancestry.
- (c) Violation of the City's Drug and Alcohol Abuse Policy (Article EE).

- (d) Inducing or attempting to induce any officer or employee of the City to commit an unlawful act or to act in violation of any lawful or official order, regulation, or policy.
- (e) Conviction of or being granted a diversion for a violation of any state or federal criminal law involving dishonesty and/or violent behavior. "Violent behavior" as used in this subsection shall include any act that involves physical contact with the victim or target of the conduct in question, and any act that involves the intentional destruction of another person or entity's property, but shall not include mere verbal altercations unless such altercations include threats of immediate bodily harm.
- (f) Conviction of or being granted a diversion for driving under the influence while operating a City vehicle.
- (g) Material falsification of application for City employment or making a false statement or report in regard to any test, certification or appointment or any attempt to commit any fraud that violates the merit principles of personnel administration.
- (h) Giving or attempting to give any monetary consideration, or the delivery of undeserved service to or from any person or organization for, or in connection with, any test or appointment.
- (i) Taking or offering to take from any person for the employee's personal use, any fee, gift or other thing or service of value, in the course of his or her work or in connection with it, when such gift or other valuable thing or service is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person; accepting a bribe, gift, money or other thing or service of value with the intention to perform or refrain from performing any official act; engaging in any act of extortion or other means of obtaining money or other things or services of value through his or her position in the service of the City.
- (j) Refusal to abide by any lawful official regulation or order, failure to obey any proper direction made by a Supervisor, Department Head or City Manager, or knowingly making a false statement to any employee or officer of the City if the false statement has a negative impact on City business or on the ability of any City employee to perform his or her job duties.
- (k) Negligent or willful damage to public property, or waste of public supplies or equipment.
- (l) Wrongful taking or using any funds or property of the City for personal use or for sale or gift to others, or the making of any false claim against the City.
- (m) Neglect of duty, or willful or continued failure to render satisfactory service.

- (n) Claiming leave time under false pretenses, or falsifying attendance records for one's self or another employee.
- (o) Sleeping on the job.
- (p) Disclosing confidential records or information, unless directed to do so by the appropriate Department Head or Supervisor.
- (q) Revocation or suspension of a certification or license, including a driver's license, when such is required as a condition of City employment.
- (r) Remaining absent without leave and without calling to report the absence within the time limits specified in Article M-3(c) for three consecutive working days.
- (s) Failure to abide by resident requirements set forth in the City of Coffeyville Code of Ordinances as a condition of employment.
- (t) Violation of City or departmental safety policies and procedures, or willful or negligent creation of unsafe conditions in the workplace. Failure to notify a supervisor of unsafe working conditions, or of known safety violations.
- (u) Inattention to duty, carelessness, breakage, or loss of public property or funds.
- (v) Creating disruptions in the workplace.
- (w) Discourteous or disruptive conduct or other offensive behavior in public while on duty, toward members of the public while on duty, or toward employees or officers of the City at any time (provided that this rule shall not be interpreted in a way that would limit constitutionally protected expression).
- (x) Abuse of leave, excessive absenteeism, or tardiness.
- (y) Temporarily leaving the workplace without the approval of the appropriate Supervisor (includes unauthorized extended break periods).
- (z) Failure to give proper notice of absence.
- (aa) Making any written or oral public statement about the City of Coffeyville or a City Employee that is knowingly false or malicious.
- (bb) Unauthorized possession of firearms or other weapons on the job.
- (cc) Violation of personnel policies and guidelines or departmental policies and guidelines.

ARTICLE H. GRIEVANCES AND HEARINGS

The term “grievance” refers to a written statement of dissatisfaction, made by a public employee or employee organization, concerning the interpretation or application of this Agreement.

- A. A grievance initiated by an employee, or by the employee organization on behalf of an employee, shall proceed in the following manner, provided that the time limits of any step may be waived by mutual agreement of the parties, expressed in writing. An employee shall be allowed to be represented by the Union at any stage of the grievance process.

FIRST STEP: The employee shall discuss his or her grievance with his or her immediate Supervisor within seven (7) calendar days of the date after the employee or employee organization knew or should have known of the event giving rise to the grievance. If a mutually satisfactory settlement is not reached within three (3) working days after the grievance has been discussed, then:

SECOND STEP: The grievance shall be reduced to writing and submitted to the Human Resources Director within three (3) additional working days. If the Human Resources Director is unavailable, the grievance may be submitted directly to the appropriate Department Head. The grievance shall state the claim or complaint along with the date and approximate time of the occurrence upon which the complaint or grievance is based. The written statement should contain the identity of the party or parties alleged to have caused the grievance, the specific action or decision challenged in the grievance, the specific provisions of the Agreement alleged to have been violated, and the remedy sought. The Human Resources Director will date-stamp the grievance, and forward it to the Department Head for review. If a mutually satisfactory settlement, expressed in writing, is not reached within ten (10) working days after the grievance has been so presented, then:

THIRD STEP: The employee, along with a representative of the employee organization, shall present his or her case along with the written statement, to the City Manager or his designated representative, within three (3) additional working days. If a mutually satisfactory settlement or an agreement to extend the time limit is not reached within ten (10) working days after the grievance has been so submitted, then the matter may be submitted to arbitration as herein provided.

All appeals and answers referred to in this section, after the first step, must be in writing. In the event any of the appeals or answers are given by mail, the postmark shall be considered to be the date of filing of either the grievance, grievance answer or appeal.

- B. In the event any of the Supervisors referred to in this procedure are within the bargaining unit, the initial grievance should be submitted at the lowest level of management that is not within the bargaining unit.

- C. The time limits provided for in this Article shall be strictly construed, and the failure of the grieving party or labor organization to meet the time limits provided for shall result in the dismissal of the grievance. Failure of the responding party to meet the time limits provided for in this Article shall result in the grievance being moved to the next step in the grievance procedure. The time limits and/or steps listed in this Article may be extended or waived at any step of the grievance procedure by written mutual agreement of the parties.
- D. In computing any period of time prescribed in this Article, the date of the act, event or default from which the designated period of time begins to run shall not be included. Whenever a party is required or permitted to do an act within a prescribed period after service of an appeal or answer upon him and the appeal or answer is served by mail, three (3) days shall be added to the prescribed period.

ARTICLE I. ARBITRATION PROCEDURE

- A. In the event, IUOE Local 123 is not satisfied with the final result of the grievance procedure, IUOE Local 123 may file a notice to arbitrate with the other party within seven (7) calendar days after the final response has been rendered under the grievance procedure. Simultaneously with the filing of the notice to arbitrate, the filing party shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Each party may request one (1) additional panel in the event either party determines the panel presented to be unacceptable. The two parties shall split the Federal Mediation and Conciliation Service fee for the first panel of potential arbitrators, and the party requesting any additional panel shall pay the fee for the additional panel.

Within two weeks after receipt of the list from the Federal Mediation and Conciliation Service, representatives of the parties shall hold a telephone conference for the purpose of selecting an arbitrator. The grieving party shall first strike a name from the list of proposed arbitrators; the responding party shall next strike a name from the list, and the parties shall alternately strike names from the proposed list until one arbitrator is selected. The arbitrator shall be notified of his selection within five (5) calendar days after the arbitrator has been selected, and the parties shall request from the arbitrator a list of available dates for the scheduling of the arbitration hearing.

- B. The issue to be submitted to the arbitrator shall be the same topic as initially submitted through the grievance procedure. It is the intent of the parties that issues not be submitted to an arbitrator until those issues have been considered through the grievance procedure.
- C. The arbitrator shall be called upon to interpret the Agreement but the arbitrator shall have no power to change, add to, subtract from, modify, or alter the Agreement. The arbitrator shall have no power to award punitive damages or damages for pain and suffering, mental anguish, attorney's fees, front pay,

interest, or other similar types of damages. The arbitrator shall articulate the findings of fact and conclusions of law upon which the award was granted in writing.

- D. The cost of the arbitrator shall be borne equally by both parties, except that each party shall be responsible for costs relating to their witnesses or representatives at the hearing.

Such costs shall include any fees imposed on the parties if a matter is resolved by settlement, but not within the time frame to avoid an arbitrator's cancellation fee. Any other cancellation fees shall be paid by the party responsible for such cancellation.

- E. The decision of the arbitrator shall be final and binding on all parties, provided that the arbitrator's decision draws its essence from this Agreement and is consistent with State and Federal law. The arbitrator's decision shall be subject to deferential judicial review, along the lines typically used in reviewing labor arbitration decisions.

ARTICLE J. WORK STOPPAGE

- (a) The Employer, employee organizations and other employees acknowledge that KSA Section 75-4333 (c)(5) prohibits strikes and/or lockouts. The employee organizations and the City agree to abide by the laws of the State of Kansas and continue to protect the citizens of the community at all times, including periods of labor disputes. No employee organization official or agent shall directly or indirectly encourage bargaining unit members to engage in work stoppage activities, and no employee shall engage in any work stoppage. The City shall not engage in any lockout of City employees.
- (b) In the event of any violation of this Article by employees represented by an employee organization, the Employer shall promptly notify the employee organization. Upon receipt of such notification, the employee organizations agree to notify all employees engaged in such prohibited activity by certified mail and whatever additional means are appropriate that such actions are in violation of state law and this Agreement, and to urge such employees to cease such activity. The employee organizations also agree to use their best efforts to ensure that any employees involved in such prohibited activity cease such prohibited activity as soon as possible. The Employer is free to pursue any and all legal means to insure compliance with this Article.
- (c) Any employees in violation of this Article may be terminated by the Employer. However, the employee so disciplined shall have the right to use the grievance and arbitration procedures of this Agreement for the purpose of attempting to prove that the employee was not involved in the activity alleged, or that the activity did not constitute a strike, slowdown, or work stoppage. The employee

shall have no right to appeal the right of the Employer to discharge the employee if the employee was involved in activity in violation of this Article.

- (d) The Employer shall not request or instruct any employee to go through a lawful primary picket line of a striking employee organization. If material or equipment is needed immediately, the Employer agrees to notify the employee organization involved, who in turn shall aid in obtaining said equipment without necessity for causing any trouble. If there is an extreme emergency, this subsection shall not apply.

ARTICLE K. REDUCTION IN FORCE

In the event it becomes necessary to reduce the working force in any classification, employees in such classification shall be reduced in reverse seniority order provided that the employees in said classification are determined by the City Manager to be equally qualified. For purposes of this provision seniority is determined in order of priority as follows:

- (1) Seniority in the Classification
- (2) Seniority in the Division
- (3) Departmental Seniority
- (4) City Seniority

In lieu of lay off, an employee may displace (“bump”) the lowest seniority employee within the same Department who is performing a job in an equal or lower classification. Provided, that the senior employee must be qualified to perform the job held by the lowest seniority employee. For purposes of this provision, department seniority will control. An employee may not displace an employee in his same classification. Such an employee who exercises his right of displacement must return to his former classification upon being recalled by the City. However, an employee loses his right to return to his former classification if he has been a successful bidder for another job during his displacement from his former classification. Only one bump per employee per lay off will be allowed. If after the bump the employee is unable to perform the duties of the job they will either be laid off or re-assigned, at the discretion of the City Manager, regardless of seniority. Bumping privileges are not available for employees in their initial training period or any extension thereof.

The names of employees who have been laid off shall be maintained by the City Personnel Department and shall be eligible for recall for a period of 24 months. The last employee laid off within a classification shall be the first employee recalled, provided such employee is otherwise qualified to perform the duty of the position in question and able to return to work within fourteen (14) calendar days after notification of recall. Fourteen (14) calendar days notice, or pay in lieu of notice, shall be given to employees before layoff. Employees that have been laid off shall notify the City Personnel Department in writing every ninety (90) days of their intent to be recalled by the City, and of their contact information for the next upcoming ninety (90) days. An employee who has been laid off and rejects a call back to employment to his former or comparable position shall immediately forfeit all rights for reemployment. Should an employee be recalled, upon the date of recall, sick leave days accrued on the date of layoff will be

reinstated and vacation will begin accruing at the rate earned for years of service. Seniority rights will be reinstated based on years of service as of the date of the lay off. Employees who have been on layoff status in excess of twenty-four (24) months shall be considered new hires if rehired.

ARTICLE L. WAGE ADMINISTRATION

L-1 PAY PERIODS

All personnel shall be paid on every other Friday for hours worked during the preceding pay period. There will be a total of 26 bi-weekly pay periods annually. The last paycheck of the year shall be the last regular full paycheck. If corrections to payroll in amounts greater than Fifty Dollars (\$50.00) are necessary, they will be made as soon as practicable, rather than waiting until the next regular pay day.

L-2 WAGE SCHEDULE

- (a) Step increases within classifications and pay raises due to promotions will continue to be given to eligible employees as earned.
- (b) Each of the increases to base wage rates set out herein shall go into effect unless the City Commission declares an economic hardship at least thirty (30) days prior to the date upon which the wage increases are scheduled to go into effect.
- (c) Generally, new employees start at the minimum wage for a given position and receive an annual incremental step increase during each of the next four (4) or five (5) years, until they reach the maximum pay for that position. However, a number of factors can affect the above scenario.
 - Some City positions have a single set wage, rather than a minimum to maximum wage range. All employees in those particular positions shall be paid the identified wage for that position.
 - Based on a determination by the City Manager, the City may choose to start a new employee at an amount higher than the minimum wage for a particular position, due to the applicant's length of related prior work experience, education, training completed, special skills mastered, etc.
 - As an award for superior performance, early completion of required training, or certification for a particular position, etc., the City Manager may implement a mid-year wage adjustment for a given employee, not to exceed the maximum wage for that employee's position.
 - Subject to the grievance and arbitration provisions herein, the City Manager may deny any employee an annual step increase, based on written documentation of unsatisfactory performance by the employee during the 12 month period preceding their eligibility for the annual step increase, or based on failure to complete required certifications or training.

- Pay raises shall become effective for the full pay period whose end date occurs after the wage adjustment approval. This may result in raises covering some days prior to the wage adjustment approval.

The above statements of the City Manager's administrative authority are by way of example and not meant to be an exhaustive list.

L-3 STARTING WAGE AND WAGE INCREASE

The wage schedule applicable to City employees represented by the employee organization listed below, for FY 2024 is attached as Exhibit 1 hereto.

- International Union of Operating Engineers Local No. 123

New employees shall normally be paid the minimum rate specified in the current policy resolution for their classification. However, exceptionally well-qualified individuals may be employed at a rate above the minimum with the approval of the City Manager.

L-4 PAYROLL DEDUCTIONS

The City is required by law to make certain payroll deductions from wages paid, e.g., federal and state taxes, social security, child support and other garnishments. The City will comply with all laws regarding payroll deductions.

L-5 TIME CLOCKS

The City shall have the right at any time during the term of this Agreement to introduce time clocks for time tracking within the bargaining units covered herein. Such time clocks will be used to track employee attendance and working time by use of time cards, identification badges, biometrics, or some other reliable system. Upon implementation, the time clock system shall be the primary resource for determining time worked by employees within the bargaining units, and wages shall be calculated based on actual time worked, with no rounding. In any case where the time clock entry is not accurate, the employee and his or her supervisor will correct the entry or provide information to the Human Resources Department sufficient to allow the Department to correct the entry. Employees who persistently fail to clock in or out as required may be subject to discipline, but must be paid for all time worked regardless of whether the employee has timed in or out as required.

ARTICLE M. EMPLOYEE LEAVE

M-1 VACATION LEAVE

Paid vacation leave shall be accrued (earned) and paid in accordance with this Article. Vacation leave will be paid at the employee's regular rate of pay (except as provided for in Section D-8). No employee shall be permitted to use vacation leave for any period spent on unauthorized leave.

- (a) *Regular full-time employees.* A regular full-time employee who works fewer than twelve days in any month shall not accrue vacation credit for that month of service. Days worked shall include regularly scheduled days worked, overtime, authorized vacation, sick leave, personal days, and compensatory time.

Regular full-time employees accrue vacation leave according to the following schedule:

Yrs of Continuous Service	1yr.	2 thru 5	6 thru 9	10 thru 14	15 thru 19	Over 19 thru 25	Over 25
Days Accrued Per Month	0.583	0.833	1.25	1.50	1.667	2.083	<u>2.083</u>
Days Accrued Per Year	7	10	15	18	20	25	<u>25</u>
Maximum Days of Vacation Leave that can be taken at one time	5	10	15	18	20	25	<u>25</u>
Maximum Total Days of Vacation Leave Accumulation Allowed Payout Upon Separation from Employment	7	20	30	36	40	50	<u>60</u>

- (b) Employees who pass their 25 year anniversary will accrue one additional day of vacation for every three (3) years thereafter (i.e; over 28 years service will accrue 26 days vacation).
- (c) *Other Employees.* Regular part-time, temporary and seasonal employees shall not earn vacation leave.
- (d) *Initial Training Period, Full-time Employees.* Vacation leave does not accrue during the first six months of employment. Employees will be retroactively credited with vacation leave for each month of employment, but only after successful completion of the first six months of employment. Employees terminated prior to completing their first six months of employment are not entitled to receive any vacation pay upon termination.
- (e) *Holiday During Vacation – General Employees Only.* City holidays which occur during the taking of a general employee's authorized vacation leave shall not be counted as a day of vacation.
- (f) *Accrual of Vacation Leave.* Vacation leave shall be accrued by employees at the current rate applicable for their years of service, from one anniversary date to the next anniversary date. An employee may only utilize the vacation leave after it

has been fully accrued for a twelve month period from one anniversary date to the next. Exceptions may be made as solely determined by the City Manager (or his designee) in the case of special circumstances.

- (g) *Limitations on Vacation Accrual.* Vacation leave may be taken as soon as it has accrued. There will be no limitation on total vacation accrual, but accrued vacation in excess of the payout limit reflected in the chart above shall have no cash value and will not be paid to the employee upon separation from employment, regardless of the reason for separation. An employee cannot accumulate or accrue vacation leave in excess of the maximum total days/shifts of accumulation allowed in the schedule set forth in this Section. Any employee who has reached the maximum accrual level shall not accrue any additional vacation time during any month in which his or her accrued vacation is at the maximum level. The employee shall again be eligible to accrue vacation pay in the month following the month in which he or she uses vacation leave, thereby bringing his or her total accrual below the maximum level.
- (h) *Postponement of Scheduled Vacation Leave.* An employee's scheduled vacation may be postponed by the Department Head if necessitated by a manpower shortage. If an employee is required to work during any scheduled vacation leave, such employee shall take his vacation leave at a later date if at all possible. If the availability of manpower precludes the employee from taking the vacation leave at a later date, the employee, as determined by the City Manager, may be authorized to temporarily accumulate vacation in excess of the limits set forth in the schedule, or may be paid for such vacation leave at the employee's regular rate of pay. Further, any employee whose approved vacation leave is cancelled shall be paid at one and one-half times his or her regular hourly rate during the first shift that would otherwise have been part of the employee's scheduled vacation.
- (i) *Department Shutdowns.* In the event that a department is going to be shut down for any reason, the affected employees may take their vacation leave during such shutdown period rather than be on leave without pay.

- (j) *Minimum hours.*

Employees may use vacation leave in increments of not less than one hour, subject to the approval of the Department Head.

- (k) *Scheduling.*

All vacation leave requests are subject to the approval of the City Manager, Department Head, or their designee. Scheduling of vacations shall be subject to the control of each Department Head, and requests to use vacation leave at any particular time shall be granted or denied based upon the need to insure the orderly and efficient operation of City services.

Each employee shall consult with their Supervisor or Department Head at least one week in advance of their desire to take vacation leave, unless there are extenuating circumstances as agreed to by the employee and the City. In cases where the requested vacation schedules of two or more employees would adversely affect the orderly operation of the City, vacation shall be granted on a first requested, first granted basis. However, if two employees submit their request simultaneously, vacation shall be granted on the basis of seniority.

Employees may cancel scheduled vacation so long as cancellation does not cause any adverse effect for co-workers who have been rescheduled to accommodate the vacation request.

- (1) *Termination.* Upon termination, any regular full-time employee shall be compensated for all accrued but unused vacation leave, plus any vacation leave that has been accruing during the then-current anniversary year but that has not yet been available for use by the employee. Vacation shall be paid at the employee's final regular rate of pay.

M-2 PERSONAL DAYS

- (a) One day, with pay shall be granted each regular full-time employee and shall be designated a personal day during the calendar year. Full-time employees must have completed one year of continuous employment with the City before being eligible for this benefit. A personal day shall not be considered a vacation day. A personal day shall be granted provided that a personal day shall be scheduled in such a manner as not to create overtime. The personal day shall be scheduled with the approval of the Department Director or City Manager. Each employee is encouraged to notify his/her supervisor at least one (1) week in advance of the desire to take a personal day, unless there are extenuating circumstances. Personal days cannot be subdivided, and must be used on a full-day basis.
- (b) *Additional Personal Day.* Full-time regular employees who work any full calendar year after their first year of employment without taking any sick leave will be granted an additional personal day with pay during the next calendar year.

M-3 SICK LEAVE

Full-time regular employees shall be entitled to sick leave with pay for absences resulting from illness, injuries, accidents or other physical incapacity, occurring either on or off the job. No employee shall be permitted to use sick leave for any period spent on unauthorized leave or during a scheduled vacation, subject to the provisions of Article M-3(k). Temporary, seasonal and regular part-time employees are not eligible for sick leave benefits. The provisions of the Family and Medical Leave Act may apply in some circumstances, please see M-9 below.

- (a) *Accrual of Sick Leave.* Full-time regular employees who work twelve (12) days or more in any month shall accrue one (1) day (8 hours) of sick leave per month of service. Days worked shall include regularly scheduled days worked, overtime, authorized vacation, sick leave, personal day(s) and compensatory time.
- (b) *Accumulation of Sick Leave.* Sick leave accrual is limited to two hundred sixty (260) days for all full-time regular employees. Employees who have accrued the maximum amount of sick leave, or who currently have more than the maximum amount of sick leave, shall not accrue any additional sick leave until the month following any month in which the employee uses sufficient accrued sick leave to bring his or her total accrued sick leave below the applicable limit.

Whenever any employee uses six (6) months of sick leave in any twelve-month period and is eligible to apply for disability benefits under KPERS, he or she must apply for those benefits. If the employee is approved for permanent disability benefits, any accrued sick leave for that employee shall expire, and shall have no value to the employee, except that any payment for accumulated but unused sick leave time that would be available to a retiring employee under Section M-3(f), herein, will be paid to the disabled employee. Employees who are placed on long-term disability leave shall be removed from the payroll, and may be replaced. But, if any such employee recovers and is released to return to full-time regular duty within one year after the date on which he or she last performed actual work for the City, the employee shall have the right to bump back into his or her former job. Any employee hired in the interim to fill the position may be discharged as a result of this move.

On a case-by-case basis, the City and the applicable employee organization may agree to make an exception to the requirement that employees apply for disability leave after spending six months on sick leave, such as in situations where it appears likely that the employee will recover sufficiently to return to duty in the near future.

- (c) *Notification.*

General employees. To be eligible for paid sick leave an employee, or their representative, shall notify the employee's immediate Supervisor and give the reason no later than one-half hour before the assigned start time of any workday for which sick leave is to be taken. Further, an employee may utilize sick leave with pay for physical examinations and dental work if they have provided at least one day's notice in advance to their immediate Supervisor.

Shift employees. To be eligible for paid sick leave, an employee or their representative, shall notify their immediate Supervisor and give the reason for the absence no later than one-half hour prior to their assigned start time of any workday for which sick leave is to be taken. Further, an employee may utilize sick leave with pay for physical examinations and dental work if they have

provided notice to their immediate Supervisor by at least the shift the employee worked prior to the requested absence.

- (d) *Physician's Certificate.* At the discretion of the City Manager, Department Head or their designee, an employee may be required to provide a signed statement from a health care provider verifying the employee's inability to perform their assigned duties due to illness for each absence due to illness or physical disability in excess of three (3) working days. If the City Manager, Department Head, or their designee has reason to believe that an employee may be abusing sick leave, the manager in question shall inform the employee of the reasons for his or her concerns, and may require the employee in question to provide a physician's certificate for all subsequent absences allegedly due to illness or physical disability, until such time as management is no longer concerned that the employee is or may be abusing sick leave.
- (e) *Rate of Pay.* The rate of pay for sick leave shall be figured at the employee's regular base rate of pay at the time the sick leave was utilized.
- (f) *Termination/Retirement.*

Full-time regular employees who terminate their employment by retirement, and the beneficiaries of full-time regular employees who terminate their employment by death, shall be paid up to a maximum of 65 days of accumulated but unused sick leave at the employee's regular base rate of pay at the time of the retirement or death.

The unused leave (vacation, sick leave and comp time) to be paid shall not cause final average salary to exceed the 15% increase allowed by the "Spike Law" which states that a member's final average salary cannot be increased by more than 15% or additional actuarial liability will be incurred, as set forth by state statutes at this time. In order to meet this requirement, the number of shifts of vacation and/or sick leave will be reduced below the amounts stated above and in M-1 in order to keep final average wages below the 15% increase.

Any full-time regular employee who terminates their service either voluntarily or involuntarily by means other than retirement or death shall not receive pay for any accumulated sick leave not used at the time of the termination.

- (g) *Abuse of Sick Leave.* Any employee who abuses sick leave is subject to adverse personnel action, up to and including dismissal. Sick leave shall be used only for the employee's illness or the illness of a member of the employee's household.
- (h) *In Conjunction with Workers Compensation Benefits.* When any full-time regular employee is receiving compensation as a result of a compensable injury, the employee may utilize sick leave under this provision to the extent that is necessary to bring the employee's total benefit payments up to, but not exceeding,

his regular base rate of pay. This partial use of sick leave benefits under these circumstances will be extended until the employee has exhausted their accumulated sick leave.

(Employees are not required to use accumulated sick leave to supplement Workers Compensation benefits. If an employee wishes to take advantage of this benefit, then when the employee receives their workers compensation check, they shall sign the check over to the City of Coffeyville. A check equal to the employee's regular base rate of pay will be written for the employee. The amount of sick leave necessary to make up the difference between the workers compensation benefits and the employee's regular base rate of pay will be subtracted from the employee's accumulated sick leave.)

- (i) *Partial Absences.* Full-time regular employees who have an absence for a fraction or part of a day which is chargeable to sick leave shall be charged increments of not less than one hour.
- (j) *In Conjunction With Scheduled Vacations.* If an employee becomes ill while on scheduled vacation, the employee's time away from work will ordinarily continue to be charged as vacation time, for the full length of the scheduled vacation. Employees who remain unable to work due to illness or injury after the conclusion of their scheduled vacation may apply for and use sick leave under the regular terms of this Section M-3. If, however, an employee is hospitalized or similarly fully incapacitated during a scheduled vacation, such that the employee cannot use the time away from work for rest and/or relaxation, the employee shall have the right to convert the remaining time away from work to sick leave, if the employee has sufficient sick leave accrued, preserving the vacation time for future use.
- (k) *Long Term Absences.* Any employee on leave of any kind – whether it be sick leave, injury leave, some other type of leave, or several different types of leave taken together – for a total consecutive period of more than one year shall be discharged from employment, except in cases involving on-the-job injuries where the employee is continuing to recover and where it appears that the employee may eventually be able to return to work.

In the case of any discharge under this Section M-3(b), if an opening in the job classification the employee held when discharged becomes available within two years after the date of the employee's discharge, and if the City elects to fill the opening, the discharged employee shall be entitled to the job, if the employee is then able to perform all essential functions of the job and wishes to return to the job. The employee's ability to perform all functions of the job must be certified by a competent physician, acceptable to the City, in a written fitness for duty report. The employee must accept the position within five days after being

notified of the opening, and must be available to begin working within two weeks. The employee must also pass a return-to-work drug test. Any employee who is discharged under this Section and who accepts some other position with the City during the two-year period described herein shall be ineligible to return to the position from which he or she was discharged pursuant to this paragraph.

M-4 MATERNITY LEAVE

A full-time regular employee who becomes pregnant and who has successfully completed her initial training period may claim and receive maternity leave in the same manner as provided for sick leave; provided, however, that the employee may elect to utilize any accrued vacation leave if, and to the extent, such leave is available. An employee may also take leave without pay in the same manner as any other employee on leave without pay status. If medical complications related to the pregnancy exist, the employee may, with the approval of the Department Head, remain on maternity leave until released by the employee's physician. The provisions of the Family and Medical Leave Act may apply in some circumstances, please see M-9 below.

M-5 BEREAVEMENT LEAVE

Full-time regular employees. In the event of the death of a member of the employee's Immediate Family, Stepparent, Stepchild or a Grandparent-in-law, the employee shall be granted paid bereavement leave to accommodate grieving process, attend services or handle the personal affairs of the decedent occurring during scheduled working hours not to exceed three (3) workdays, which shall be taken consecutively unless otherwise approved by the Department Head. This benefit is intended to supplement the loss of pay for scheduled work.

If any full-time employee desires additional time off in excess of the bereavement leave provided above, it shall be taken as vacation leave, personal day, or compensatory time, subject to the approval of the Department Head. If additional leave is requested, it shall not be denied solely because another employee is on vacation.

Upon request by management, any employee seeking bereavement leave pay must provide proof of his or her relationship to the decedent. Any employee who attempts to claim bereavement leave to which he or she is not entitled shall be subject to discipline under Article G-8(n).

M-6 INJURY LEAVE

- (a) All injuries occurring on the job shall be reported as soon as possible to the employee's immediate supervisor. Even if it is felt at the time the injury will not require medical treatment, at minimum, an incident report should be completed and turned in to the immediate Supervisor.
- (b) Any employee injured on the job shall be eligible to use accrued sick leave during the seven (7) day waiting period for workers compensation claims. *See Article N.*

M-7 MILITARY LEAVE

Military duty means training and service performed by an inductee or enlistee in the armed forces of the United States, including time spent in reporting for and returning from such training and service. It also includes active duty training as a reservist in the armed forces of the United States or as a member of the National Guard. The City will comply with all provisions of the Uniformed Services Employment and Reemployment Rights Act. Please see the Personnel Office for further details.

- (a) *Eligibility.* Any employee who terminates City service for military duty shall be placed on military leave without pay. Such leave shall extend through 30 days after his or her release from City service. If not accepted for military duty, the employee shall be reinstated to his or her present position without loss of status or reduction in pay (see K.S.A. 73-213 et seq.).
- (b) *Restoration.* An employee returning from military leave shall be entitled to employment in the position he or she would have held had he or she remained continuously employed by the City, and not rendered military service, provided he or she makes timely application for reinstatement under the law. In addition, the former employee must be physically and mentally capable of performing the duties of the position involved.
- (c) *Vacation and Sick Leave.* Upon restoration to City service, all unused vacation and sick leave credits accumulated prior to the military leave shall be restored unless the employee had been paid for unused vacation leave at the time of his or her induction or enlistment.
- (d) *Military Training.* Any employee who is a member of a reserve component of the United States armed forces or the National Guard shall be granted military leave, without pay, for any required tour of active duty or field training encampment. Vacation leave with pay may be taken jointly with such military training leave (see K.S.A. 48-22).

M-8 CIVIL LEAVE

- (a) *Civil Leave With Pay.* Full-time regular employees shall be given necessary time off with pay: (1) when performing jury duty; (2) when appearing in court as a witness acting in an official capacity in connection with the City and in answer to a subpoena; (3) when appearing in court as an expert witness in an official capacity in connection with the City; (4) when performing emergency civilian duty in connection with national defense; or (5) for the purpose of voting when the polls are not open at least two hours before or after the employee's scheduled hours of work.

A full-time regular employee who receives a subpoena in connection with a criminal or civil matter (other than to be a witness or expert witness in an official capacity in connection with the City) shall be given a maximum of one day off with pay to comply with the subpoena, provided that: (1) the employee is not a

party to the action; (2) the employee is not related by blood or marriage to a party to the action; and (3) the employee does not have a financial interest in the outcome of the action.

An employee who is required to serve on jury duty shall receive their normal base rate of pay for their normal work schedule that coincides with the time they perform jury duty, minus any compensation received from the court. Copies of the payment vouchers issued by the court must be submitted before such compensation shall be allowed; or, if the employee is paid for a full day's work before the check from the court is received, it will be necessary for the employee to sign the payment from the court over to the City.

- (b) *Civil Leave Without Pay.* If any employee is involved in a personal lawsuit either as a plaintiff or as a defendant in an action not related to his or her duties with the City, the employee may take leave without pay unless he or she elects to use any accumulated vacation leave or compensatory time off.

M-9 FAMILY AND MEDICAL LEAVE ACT PROVISIONS

- (a) In accordance with Family and Medical Leave Act of 1993, as amended in 2009, any qualifying employee will be granted up to 12 weeks of unpaid family and medical leave. Such leave is available as the result of the birth, adoption, or placement of a child for foster care, to care for a spouse, child, or parent with a serious health condition, due to the employee's own serious health condition, or due to a qualifying military exigency. Up to 26 weeks of unpaid leave is available for military caregiver leave on a one-time basis per FMLA regulations. FMLA leave shall be calculated on a rolling 12 month basis. Where possible, employees are required to provide at least 30 days notice before beginning to take leave.
- (b) *Use of paid leave.* Employees on FMLA leave shall utilize their accrued sick leave, vacation leave, and personal day(s) to cover any period of Family and Medical Leave concurrently with their FMLA leave, and shall convert to unpaid leave for any remaining portion of the twelve week allowance once all accrued paid leave is exhausted; except, that a maximum of twenty (20) days of paid sick leave for regular full-time employees shall be available when FMLA-covered leave is used to provide care for a family member, or to spend time with a child following the child's birth, adoption, or placement with the family. *See Article M-3(j).* At employee's option, they have the right to reserve five (5) days of accrued sick leave for post FMLA use. Employees who reserve accrued sick leave will not be eligible to receive any donated leave hours.
- (c) *Eligibility.* an employee must have worked for the City at least 12 months and for a minimum of 1,250 hours during the previous year. Where a husband and wife work for the City, the total number of weeks leave to which both are entitled to will be limited to 12 weeks during any 12 month period, if the leave is used to care for a child after birth, to care for a child after adoption or following

placement in foster care, or to care for an employee's parent with a serious health condition. Where leave is requested as a result of a serious health condition, the employee will provide the City a certification statement issued by a health care provider. Should there be a question of the validity of the certification provided by the employee, the City may, at its own expense, require an opinion from a second healthcare provider. Where there is a conflict between the two opinions, the City may pay for the opinion of a third provider. The opinion of the third provider is binding on both the employee and Employer.

- (d) *Restoration.* An employee returning from FMLA-covered leave will be entitled to return to their position or to a position with equivalent benefits, pay and other terms and conditions of employment.
- (e) *Vacation and Sick Leave.* Employees on unpaid family leave will not accrue any vacation, or sick leave benefits; however, during the time period when the employee is utilizing accrued sick leave, vacation leave, or personal days, the employee will accrue said benefits.
- (f) *Health Insurance Coverage.* The City will continue to provide health care coverage under the same conditions as prior to the leave. Where the employee fails to return from leave, the City can recover the premium(s) that have been paid on behalf of the employee to maintain health care coverage. If failure to return to work is due to continuation, recurrence or onset of a serious health condition beyond the employee's control, the employee will not be liable for health care premiums paid while on family leave. In such cases, a certification issued by a health care provider will be required.

M-10 OTHER LEAVE

- (a) *Meetings, Seminars.* Any employee may be granted leave with pay to attend meetings, seminars and conventions related to the employee's work for the City when such attendance is required and authorized in advance by the employee's Department Head.
- (b) *Leave of Absence.* A full-time regular employee, upon written request, and with the recommendation of his or her Department Head, may be granted a leave of absence without pay for a period of up to 30 days, subject to approval of the City Manager. An employee desiring an extension of the original leave of absence may request an extension in the same manner as the original leave was requested. All such leaves of absence shall be discretionary with the employer. Employees not returning to work at the end of an approved leave of absence shall be considered by the Employer to have voluntarily terminated their employment with the City. Employees reporting for work at the conclusion of the leave of absence shall be returned to their original job or a substantially equivalent job, if such a job is available.

M-11 REQUEST FOR LEAVE

Except as provided in Section M-3(c) as to Sick leave and Section M-9 as to Family and Medical Leave, all leave must be authorized in writing by the employee's Department Head prior to leave time being taken. A copy of each leave record, including records of sick leave taken, signed by the employee and the Department Head shall be maintained in the appropriate file.

M-12 ACCEPTANCE OF OTHER EMPLOYMENT WHILE ON LEAVE

Acceptance of employment with another employer while on leave of absence, unless approved in writing in advance by the City Manager, is prohibited and shall result in termination of employment. For employees on medical leave, every effort shall be made to find work that the employee can perform which, in the doctor's opinion, will not aggravate the injury. If such work cannot be provided by the City, the employee may seek work elsewhere subject to approval by the doctor and the City Manager.

ARTICLE N. WORKERS COMPENSATION

An employee who is injured while in the performance of his/her job is covered by workers compensation laws of the State of Kansas. Such injury entitles the employee to hospital and medical care, plus a subsistence allowance as prescribed by law. Employees and their Supervisors are required to submit an "Employer's Report of Injury Form" to the Personnel Department as soon as possible after obtaining the necessary medical attention.

Additional compensation through the use of accrued sick leave benefits in cases involving compensable injury is available, but only to the extent necessary to bring such employee's benefit payments to, but not exceeding, his or her regular net take-home wage. The time covering partial sick leave payments under these circumstances will be extended to the extent that an employee will receive full normal sick leave. The usual procedure is for the City to pay the employee's full regular salary as long as the employee has sick leave and/or accrued vacation available, and when a workers compensation check is received, the employee signs the check over to the City. The check is then converted into equivalent hours of sick or vacation and credited to sick or vacation accrued. Employees who do not wish to use accrued sick leave benefits to supplement their Workers Compensation benefits are not required to follow this procedure.

ARTICLE O. RECOGNITION OF EMPLOYEE ORGANIZATION STEWARDS

- (a). The City recognizes the right of the employee labor organizations to designate stewards (they may also be called committee persons) who shall be recognized as representatives of the employee organizations. The employee organizations shall notify the City in writing of the names of the accredited stewards.
- (b). No steward shall be discriminated against by the City or its representatives because of the faithful performance of his/her duties as a steward.
- (c). The provisions contained within this Agreement apply to all stewards.

ARTICLE P. EMPLOYEE ORGANIZATION DUES

The City will deduct employee organization dues from the pay of each employee from whom it receives written authorization, and will continue to make such deductions while the authorization remains in effect. Such deductions shall commence in the month following the month in which written authorization is received by the City. The City will make deductions in equal amounts from twenty-four paychecks per full calendar year; except the full monthly payment will be deducted from the final paycheck of any employee who terminates service with the City during the first half of any month. The sums so collected shall be remitted by the City to the business manager of the employee organization, together with a list of the amount deducted from each employee. The employee organization shall provide the authorization forms and agree to hold the City harmless in case of dispute over honoring in good faith this authorization. The Employer will notify the employee organization if an authorization for withholding dues is canceled.

ARTICLE Q. WORKER SAFETY

- (a) All employees are required to wear appropriate safety equipment and follow appropriate safety precautions according to City and/or departmental policy at all times. Failure to comply with safety policies may result in disciplinary action. No employee will be required to perform any unsafe act, and employees will receive appropriate training and equipment before performing any hazardous activity.
- (b) The City will establish a Safety Committee, to consist of one hourly employee from each department – Police, Fire, Water Treatment, Waste Water Treatment, Public Service, Electric Distribution, Electric Generation, and Water and Wastewater Collection and Distribution – and such managers or supervisors as the City Manager shall designate, up to a number equaling the number of hourly employees on the Committee. Department management shall select the hourly employee who will serve on the Committee. The Committee shall meet at least quarterly. The Committee shall have the authority to review any situation it believes may create an unsafe working condition, to discuss such issues with Department managers, and to make recommendations for safety improvements to Department managers or directly to the City Manager, as the Committee deems appropriate.

ARTICLE R. APPRENTICESHIP/TRAINING PROGRAMS

The City, and the appropriate union shall, when merited, develop apprenticeship/training programs.

There will be an agreement, in writing between the City and each apprentice/trainee. The agreement, at a minimum will include: term of apprenticeship/training, probationary period, work experience, related training, examinations, and conformance with state and federal law.

ARTICLE S. BULLETIN BOARD

- (a) The City shall designate at least one bulletin board to be utilized by each of the employee organizations for the posting of employee organization materials.
- (b) Materials posted shall concern elections, meetings, reports and other official employee organization business or notices of social and recreational activities, and no materials will be posted of a political nature; nor shall any materials derogatory to the City or other employees be posted. All material posted on the bulletin board shall either be on employee organization stationery or otherwise authenticated, and shall be authorized on its face by an officer of the employee organization.
- (c) Places will be provided in all departments where notices of a general nature may be posted. Accrued sick leave, available vacation days, compensatory time and seniority shall be posted in each department each month.

ARTICLE T. P.E.R.B.

It is the desire of the City and the union bargaining units to remain under the provisions of the Public Employee/Employer Relations Act for the life of this agreement.

ARTICLE U. EMPLOYEE UNION ACTIVITY

Recognized or certified unions may conduct up to twelve regular meetings and special meetings per year on City property. A represented employee who is on disciplinary suspension pursuant to Article G-3 or G-6 may attend such meetings, but may not be present any earlier than ten minutes before the start of such meeting nor stay in excess of ten minutes after such meeting has concluded. Except for the twelve regular meetings scheduled pursuant to this paragraph, no City building, facility, or equipment shall be used by any employee union to conduct meetings or elections. Employees will not be permitted to engage in or conduct union business while on duty as a City employee, except Union representatives may meet with Department Heads or Supervisors as necessary in attempts to resolve problems or grievances.

ARTICLE V. SEXUAL HARASSMENT

V-1 PURPOSE

Employees of the City of Coffeyville are entitled to a working environment that is free from all forms of discrimination, including sexual harassment. As an equal opportunity employer, the City views sexually harassing conduct as a serious form of employee misconduct which not only has a negative impact upon employee morale and productivity, but may also violate Title VII of the Civil Rights Act of 1964 and the laws of the State of Kansas. The purpose of this policy is not to regulate employee's personal lives or morality. The policy was formulated to protect

employees (both male and female) from unlawful sex (gender) discrimination, in the form of sexual harassment.

Sexual harassment undermines the integrity of the employment relationship, therefore, it is the City's policy to prohibit harassment of any employee by another employee, by a supervisor, by a vendor, by a customer, or by any other person on the basis of sex (gender). Employees (including management employees) who violate this policy are subject to disciplinary action, up to and including discharge. Others who violate this policy may be barred from City building or departments, in appropriate circumstances. This policy will be strictly enforced.

V-2 DEFINITION OF SEXUAL HARASSMENT

Sexual harassment can take many forms, including unwelcome jokes of a sexual nature, sexual comments or innuendoes, sexual advances, requests for sexual favors, unwanted touching, and other verbal or physical conduct of a sexual nature, whether explicit or implicit. Conditioning employment or job benefits on the providing of sexual favors also constitutes sexual harassment. Occasional compliments of a socially acceptable nature, and other appropriate and socially acceptable behavior normally will not constitute sexual harassment.

V-3 PROCEDURE

Any employee who feels that he or she has been subjected to, or has knowledge of, an occurrence of sexual harassment is encouraged to first tell the offending person that the conduct is inappropriate and/or unwelcome, and ask the person to stop. If the conduct persists, the employee should immediately report the matter to his or her Department Head, the Human Resource Officer, or the City Manager. The City recognizes that any person, including a manager or supervisor, can be the source of alleged harassment. Therefore, employees who believe they have experienced or witnessed sexual harassment may report to whichever of the three individuals listed above the employee is most comfortable speaking with, and need not go to his or her immediate Supervisor before registering a complaint.

The City will respond to all complaints of sexual harassment in an appropriate and prompt manner.

V-4 PROHIBITION OF RETALIATION

No one will be retaliated against for either filing a good-faith complaint or participating in an investigation of harassment. Retaliation against anyone who registers a good-faith complaint is strictly prohibited and will not be tolerated. Any employee who feels he or she has been retaliated against should immediately report such conduct to his or her Supervisor, Department Head, Human Resource Officer, or the City Manager. In addition, an employee may choose to file a grievance as provided for in this Agreement.

ARTICLE W. OTHER HARASSMENT PROHIBITED

The City of Coffeyville prohibits any employee from harassing another employee or individual on the basis of race, sex, national origin, religion, age, sexual orientation, transgender discrimination or disability. The City will not permit any vendor, supplier, or member of the public to harass any employee on any of the bases listed above. Prohibited harassment includes, but is not limited to, ethnic or racial slurs, jokes or other types of conduct which interfere with an employee's work, or create an intimidating or hostile environment. Any employee who feels that he or she has been harassed due to his or her race, sex, national origin, religion, age, or disability, should report the matter immediately to his or her Department Head, the Human Resource Officer, or the City Manager, without fear of reprisal. The City considers all forms of prohibited harassment to be a serious matter. The procedures applicable to complaints of sexual harassment, as well as the prohibition against retaliation, shall also apply to all complaints concerning other forms of harassment. *See* Articles V-3 and V-4, above. Violations of this policy may result in discipline up to and including discharge.

ARTICLE X. INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 123 AFL-CIO

X-1 EQUIPMENT CLASSIFICATION

(a) Heavy Equipment

Operation of heavy equipment will be done by heavy equipment operators, or employees being trained, if properly supervised. Heavy equipment is as follows:

Track Loader-Lightweight	Lay Down Machine
Rubber Wheel Loader	Flusher Truck
Rubber Tire Roller	Backhoe
Mini-Excavator	Grader
Street Sweeper	Boom Mower

And other equipment similar to that listed above that may be acquired by the City.

(b) Light Equipment

Light equipment is as follows:
Large and Small Steel Wheel Roller
Tree Spade, Trucks larger than a one-ton
Tractor
Pot Hole Patching Machine

And other equipment similar to that listed above that may be acquired by the City.

X-2 SAFETY AND PROTECTIVE EQUIPMENT AND CLOTHING

The City will furnish PPE hard hats, ear protection, safety glasses, rain gear, and other required safety equipment. This safety equipment shall be worn at all times at the work site. Such equipment and clothing shall not be worn for personal use. Gloves must be turned in for replacement pair through City's glove program. Gloves can also be purchased through this glove program. All of the above PPE will be replaced by approval of the Safety Committee. Any inoculations recommended by the City Physician shall be provided by the City. The City will provide each employee up to one (1) pair of prescription safety glasses every two (2) years, if safety glasses are required, unless the lenses are destroyed on the job, in which case the City will replace them. Ordering of prescription safety glasses is handled through City of Coffeyville's prescription glass program in Human Resources Department. If prescription safety glasses are lost, it will be the employee's responsibility to replace them.

City will provide 7 tee shirts per employee per year, in a combination of short and long-sleeved shirts to be selected by each employee, in the Public Service, Water/Wastewater Collection and Distribution, Stormwater, and Engineering departments, and to Meter Readers in the Finance Department. City will furnish one hoodie (either zip-up or pull-over style at the employee's choice) to each employee.

The City will furnish muck boots to Water/Wastewater Distribution and Public Service employees.

X-3 ELECTRIC GENERATION OVERTIME

The City shall attempt to distribute overtime equitably among employees in their respective classifications. If an overtime situation occurs, overtime shall not be pushed to lower classifications through the use of shift breakers. Instead, it shall remain in the classification in which it was created, with the exception of the relief utility/maintenance position. As to any employee who regularly works in both operations and maintenance, the percentage of time they work in operations relative to the percentage of time they work in maintenance will be taken into account in the distribution of overtime.

X-4 ELECTRIC GENERATION WORK SCHEDULE

The City will provide ten (10) days notice where practicable when switching from maintenance to generation mode, or vice versa. If the City is unable to provide ten (10) days notice in advance of any schedule change, it will provide as much notice as is reasonably practicable under the circumstances, it being understood that in some cases it may not be reasonably practicable to provide any notice in advance of a change.

ARTICLE Y. DRUG AND ALCOHOL ABUSE POLICY AND DRUG AND ALCOHOL TESTING PROCEDURES FOR THE CITY OF COFFEYVILLE, KANSAS

Y-1 INTRODUCTION

The City is committed to ensuring a drug and alcohol-free workplace and to protecting the health and safety of its employees and the public. Abuse of alcohol and drugs by employees can have serious consequences for the City, its residents, and its employees, as well as the abuser. In order to serve the public, provide for a safe workplace and ensure the safety and well-being of employees, the following provisions concerning abuse of drugs and alcohol (“Policy”) have been adopted. Employees who operate commercial motor vehicles and thereby are subject to the Commercial Drivers License requirement are subject to the policy and testing procedure in article FF of this Agreement, as well as this policy, and may be tested under both policies.

This Policy applies to all employees and applicants for employment and will be applied uniformly. Violation of any provision of this Policy may result in disciplinary action, up to and including dismissal. Drug and/or alcohol testing shall not be used as a means to harass or intimidate any employee. All testing shall be consistent with the requirements for reasonable suspicion testing or other approved testing set out below.

Any positive result on any test for drugs (except legally prescribed drugs where consumed as directed by a licensed health care professional, after advance notice to the City that the employee is taking the prescription medication in question), as well as any positive alcohol test resulting from on-the-job consumption of alcohol, will result in discharge from employment.

Employees testing positive for alcohol, where the employee consumed alcohol off duty, will receive one opportunity for rehabilitation. Thereafter, any positive alcohol test will result in discharge, without regard to whether the employee consumed the alcohol while on or off duty.

Y-2 DEFINITIONS & PROHIBITED ACTIVITIES

(a) The following activities are prohibited pursuant to this Policy:

- (1) The use, sale, possession, transfer, or purchase of drugs or alcohol, or being under the influence of drugs or alcohol on City property, during working hours, or while performing City business (except the proper use of prescribed drugs by the person for whom they were prescribed, or the use of alcohol in connection with City-authorized events, or the sale and possession of cereal malt beverages by employees of the Hillcrest Golf Course incident to their employment).
- (2) Unlawful acts on or off City property involving drugs or alcohol or conduct with respect to drugs or alcohol, which discredits the City in any way;
- (3) Knowingly bringing a prescribed drug onto City property by any person other than the one for whom it is prescribed. Such drugs shall be used only in the manner, combination and quantity prescribed;
- (4) Testing positive for any drug or alcohol as provided in this Policy;

- (5) Refusing to submit to drug or alcohol testing;
- (6) Refusing to execute any consent, release, or other document in connection with this Policy;
- (7) Refusing to enroll in and fully comply with the terms of any employee assistance program if directed to do so by the City.

(b) For purposes of this Policy, the following terms have the following meanings:

- (1) “Alcohol” means ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol. Alcohol tests shall be deemed positive only where testing shows a blood alcohol concentration of .04 or higher.
- (2) “Drug” means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, a metabolite of any of the substances listed herein, or any other drug controlled under federal law.
- (3) “Prescribed drug” is any substance prescribed for individual consumption by a licensed medical practitioner.
- (4) “City property” includes City vehicles and any other location where the employee is within the scope and course of his or her employment.

Y-3 DRUG AND ALCOHOL TESTING

The City believes that drug and alcohol testing is a means of enforcing this Policy. Such testing will protect the health and safety of employees and the public, protect the City’s property, and serve as a deterrent to the abuse of drugs and alcohol.

The City will pay the expense for the tests required by this Policy, including a confirmation test following a positive test result.

(a) CIRCUMSTANCES FOR DRUG AND ALCOHOL TESTING

Applicants and employees may be required to submit to testing in the following situations:

- (1) Applicant/Promotion Testing – testing to determine abuse of drugs will be conducted upon a conditional offer of employment, or upon an offer of promotion;
- (2) Employee Testing:

- [a] Random – testing may be conducted to determine abuse of drugs; only employees in safety-sensitive positions, including water treatment operators, and any others who are engaged in activities which directly affect the safety of others are subject to random testing.
- [b] Reasonable suspicion – individual employee testing may be conducted if the City has a reasonable suspicion that the employee has violated this Policy.

 “Reasonable suspicion” means a belief that an employee is or has been using drugs or alcohol in violation of this Policy, and may be based upon physical symptoms of being under the influence of drugs or alcohol while on duty, on the City’s property, or operating City vehicles, machinery or equipment; or the direct observation of such use while on duty provided by a credible source; evidence that an individual has tampered with a drug or alcohol test; or evidence that an employee is involved in the illegal use, possession, sale, solicitation, or transfer of drugs.
- [c] Post-accident – testing will be conducted after any accident that requires any individual to seek outside medical care (other than first aid), or that results in property damage greater than five hundred dollars (\$500).
- [d] Scheduled, periodic – testing for abuse of drugs may be conducted as part of a routinely-scheduled employee fitness-for-duty medical examination. Only employees who are police officers, firefighters, dispatchers, water treatment operators, and any others who are engaged in activities which directly affect the safety of others are subject to testing under this paragraph.
- [e] Post-rehabilitation – no notice is required for testing of an employee for up to two years after his or her return to work following a confirmed positive test, or participation in a drug or alcohol dependency treatment program.

(b) CONSEQUENCES OF REFUSAL TO SUBMIT TO TESTING

Any City employee who refuses to submit to drug or alcohol testing under this policy will be discharged from employment, and any applicant who refuses to submit to drug testing will be refused employment.

(c) CONSEQUENCES OF A POSITIVE TEST RESULT

An applicant whose confirmation test is positive will be refused employment. An employee who tests positive for a drug or alcohol will be provided with the opportunity to explain, in confidence, the results. A positive test result will be followed by a second test to confirm the results, using a comparably reliable method. Pending results of the confirmatory test, an employee may be temporarily suspended. Employees with confirmed positive test results on any drug test, as well as employees with a confirmed positive alcohol test where the positive result was caused by on-duty alcohol consumption (including during any rest or meal break) shall be discharged from employment. Employees with confirmed positive alcohol tests where the positive result was due to off-duty alcohol consumption shall be given an opportunity to return to work if: (1) the employee has not previously had a valid positive test result; and (2) the employee undergoes a substance abuse evaluation and successfully completes any education or treatment program recommended as a result of the evaluation. Any such employee may be suspended without pay while completing rehabilitation.

(d) PRESCRIPTION DRUGS

Any employee who is lawfully using a prescription drug that may have the side effect of impairing the employee's perceptions while on duty, or that may in any way inhibit or limit the employee's ability to perform his or her job, must provide notice to the Department Head or the direct supervisor that he or she is taking the prescription drug before going on duty. In appropriate circumstances, employees may be reassigned to non-sensitive duties, or if no reassignment is available, may be held off work while taking such drugs. Any employee held off work due to use of prescription medications may use accrued sick leave or comp time (if any) to cover the leave period; otherwise, the leave shall be unpaid.

Any employee who is lawfully using a prescription drug that may have the side effect of impairing the employee's perceptions while on duty, or that may in any way inhibit or limit the employee's ability to perform his or her job, but who does not provide advance notice to the Department Head or Supervisor that he or she is taking the medication may be subject to discipline or discharge from employment if the prescription drug causes a positive drug test result, or if the employee is involved in an on-the-job injury or accident, and impairment from the prescription medication may have contributed to the injury or accident.

(e) DRUG AND ALCOHOL TESTING PERSONNEL AND STRUCTURE

The City Manager has overall responsibility for the City's drug and alcohol testing program.

The laboratory that will perform the tests for the City will be one which is reputable and qualified to perform such tests. Initial and confirmation drug tests will be performed on urine samples. Initial alcohol tests will be performed on

either breath, urine, saliva or blood, and confirmation tests will be performed on either urine, breath or blood. The determination of the appropriate type of sample to be tested in each circumstance will be made by the laboratory.

Samples shall be collected and tested by qualified individuals employed by the laboratory and may be collected on the City's property or at the facility designated by the notice to the applicant or employee. The collection of samples shall be performed under reasonable and sanitary conditions. A sample shall be collected in sufficient quantity for splitting into two separate specimens, to provide for any subsequent independent analysis in the event of challenge of the test results of the main specimen. The collection, storage and transportation to the place of testing shall be performed so as to reasonably preclude the probability of sample contamination or adulteration. Samples shall be collected and tested with due regard to the privacy of the applicant or employee being tested.

Sample collection shall be documented, including labeling the samples to preclude the probability of erroneous identification of test results and an opportunity for the applicant or employee to voluntarily provide notification of any information which the applicant or employee considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs. Sample testing shall conform to scientifically accepted analytical methods and procedures. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required

(f) CONFIDENTIALITY OF TEST RESULTS

Test results and related information are the property of the City and, upon request of the applicant or employee tested, shall be made available for inspection and copying to the applicant or employee. The City shall not release such records to any person other than the applicant or employee tested unless the applicant or employee expressly grants permission in writing following receipt of the test results, or pursuant to a valid court order or subpoena.

The testing facility, or any agent of the testing facility, shall not disclose to the City or any other employer any information acquired by testing which relates to the general health, pregnancy or other physical or mental condition of the tested individual, or the presence of any drug other than the substances that the City requested be identified and for which a medically acceptable explanation of the positive result, other than the use of drugs, has not been forthcoming from the tested individual.

(g) CHALLENGE TO POSITIVE TEST RESULTS

An individual whose test result is positive may request a re-test in order to challenge the results of the positive test. An individual who requests a re-test in

order to challenge the results of a positive test must pay the costs of the re-test. If, however, the results of the re-test reverse the findings of the challenged positive test, the City will reimburse the costs of the re-test to the individual.

(h) EMPLOYEE ASSISTANCE PROGRAM

The City will provide a mandatory training program to heighten employee awareness of the effects of drug and alcohol abuse and understanding of this Policy. The City will also provide for drug dependency evaluations and referral services.

All employees and all new employees, as part of their orientation program, will receive information and attend discussion sessions presented by the City in conjunction with drug and alcohol abuse counseling. Refresher sessions for employees will be held on a periodic basis as deemed necessary by the City Manager.

Copies of this Policy will be distributed to all employees

(i) DRIVING UNDER THE INFLUENCE OF ALCOHOL

All employees who drive City vehicles or operate City machinery must promptly report any conviction, guilty plea, or no-contest plea involving a charge of operating a motor vehicle while under the influence of alcohol, whether on or off duty. Employees failing to report shall be discharged. Employees who receive DUI convictions, who enter guilty or no-contest pleas, or who receive a diversion for their on-duty conduct, or for conduct while operating a City vehicle, will be discharged from employment. Employees who receive a DUI conviction, who enter guilty or no-contest pleas, or who are granted a diversion for off-duty conduct shall not drive City vehicles, operate City equipment on roadways, or take call-out in driving positions for two months following the date of the conviction, plea, or other triggering event. In the event the employee's license is suspended, the employee will not drive any City vehicle or any City equipment on roadways or take call-outs in driving positions for the terms of the suspension, and any subsequent period during which restrictions such as steering wheel interlock devices remain effective, except in those cases where the employee receives an appropriate hardship license authorizing them to continue driving for work purposes from the State. If these restrictions result in a lack of work for the employee, he or she may be transferred to another position or department, or may be sent home without pay if no productive work is available. Employees performing work of a lower pay grade shall receive the top pay rate appropriate for the work performed, or the employee's regular rate, whichever is lower. Employees who have incurred an initial violation during employment with the City, and who receive any additional DUI conviction, or who enter guilty or no-contest pleas, or who receive a diversion for off-duty conduct shall be

discharged from employment. The City will also follow DOT rules for CDL Drivers, to the extent such rules require any additional response to DUI incidents.

**ARTICLE Z. DRUG AND ALCOHOL ABUSE POLICY AND TESTING FOR
EMPLOYEES SUBJECT TO COMMERCIAL DRIVERS LICENSE REQUIREMENTS**

Z-1 PURPOSE

The City of Coffeyville pursuant to the Omnibus Transportation Employee Testing Act hereby declares and establishes the following Drug and Alcohol Testing policy for covered employees of the City of Coffeyville (hereinafter referred to as the City).

The City shall give a copy of the policy and any changes to the policy to each employee and to each applicant upon his or her receipt of a conditional offer of employment with the City.

Z-2 DEFINITIONS

- a) As used in this policy, the terms listed below shall have the following definitions)
“Alcohol” means ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.
- b) “Applicant” means a person who has applied for a position with the City which requires the operation of a Commercial Motor Vehicle.
- c) “Breath alcohol technician (“BAT”) means an individual who instructs and assists in the alcohol testing process and operates an evidential breath testing device (“EBT”).
- d) “Commercial Motor vehicle” (“CMV”) means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
 - 1. Has a gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds, or
 - 2. Has a gross vehicle weight rating of 26,001 or more pounds or;
 - 3. Is designed to transport 16 or more passengers, including the driver; or
 - 4. Is of any size and is used in the transportation of hazardous materials requiring placards.
- e) “Confirmation test” means a drug or alcohol test on a sample to substantiate results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol test;

- f) “Driver” means any person who operates a commercial motor vehicle. For the purpose of pre-employment testing, the term driver includes a person applying for a position that would require him or her to drive a commercial motor vehicle.
- g) “Drug” means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepine ropoxyphenchen, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein;
- h) “Drug or alcohol test” means a chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person’s bodily tissue, fluids or products) “Employee Assistance Program” (“EAP”) means an in-house or contracted program which, at a minimum, provides drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.
- j) “Employee” means any person who is an employee of the City.
- k) “City” means the City of Coffeyville.
- l) “Random selection basis” means a mechanism for selecting employees for drug or alcohol testing that:
 - 1. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and
 - 2. does not give the City discretion to waive the selection of any employee selected under the mechanism;
- m) “Reasonable suspicion” means a belief that an employee is using or has used drugs or alcohol in violation of the City’s written policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:
 - 1. Observable phenomena such as:
 - [a] Physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty, or
 - [b] Direct observation of drug or alcohol use while at work or on duty,
 - 2. A report of alcohol use while at work or on duty, or a report of illegal drug use at any time, provided by a reliable and credible source,
 - 3. Evidence that an individual has tampered with a drug or alcohol test during his employment with the City, or

4. Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs or alcohol while on duty or while on the City's premises or operating the City's vehicle, machinery or equipment.
- n) "Medical Review Officer" ("MRO") means a person, who is qualified by the State Board of Health, who is responsible for receiving results from a testing facility which have been generated by the City's drug or alcohol testing program, and who has knowledge and training to interpret and evaluate an individual's test results together with the individual's medical history and any other relevant information.
- o) "Sample" means tissue, fluid or product of the human body chemically capable of revealing the presence of drugs or alcohol in the body.
- p) "Safety-sensitive function" includes:
1. All time waiting to be dispatched, unless the commercial motor vehicle driver has been relieved from duty by the employer.
 2. All time inspecting equipment, or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
 3. All time spent at the driving controls of a commercial motor vehicle.
 4. All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
 5. All time spent performing the driver requirements associated with an accident.
 6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- q) "Screening test" – in alcohol testing, an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in his or her system; in controlled substance testing, an immunoassay screen to eliminate "negative" urine specimens from further consideration.
- r) "Substance abuse professional" ("SAP") means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification

Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.

- s) “Testing Facility” means any person, including any laboratory, hospital, clinic or facility, either on or off the premises of the City, which provides laboratory services to test for the presence of drugs or alcohol in the human body.

Z-3 CIRCUMSTANCES UNDER WHICH TESTING WILL BE DONE AND PERSONS WHO ARE SUBJECT TO BE TESTED

- a) *Applicant Testing.* The City will require all applicants, upon receiving a conditional offer of employment, to undergo drug and/or alcohol testing, and will use a refusal to undergo such testing or a confirmed positive test result as a basis for refusal to hire. Such testing will be required of all applicants who have received a conditional offer of employment regardless of employment classification.

- b) *Employee Testing.* Employees of the City will be subject to drug and/or alcohol testing under the following circumstances:

1. *Reasonable Suspicion Testing.* The City will require an employee to submit to drug and/or alcohol testing if there is reasonable suspicion that the employee is violating the City of Coffeyville Drug and Alcohol Free Workplace Policy.

- [a] Observations of employee conduct while the employee is at work or on duty, which cause the City to require reasonable suspicion testing of an employee, shall be made by a supervisor or department head who has received training for the detection of symptoms or manifestations of being under the influence of a drug or alcohol.
- [b] Testing will be required of all employees, regardless of classification when reasonable suspicion exists.
- [c] The driver of a commercial motor vehicle may be directed to undergo reasonable suspicion testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety sensitive functions, or just after the driver has ceased performing such functions.
- [d] In cases of alcohol testing, if an alcohol test is not administered within two (2) hours following the determination that reasonable suspicion exists, the Personnel Department shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. Further, if an alcohol test is not

administered within eight (8) hours following the determination, the City shall cease attempts to administer an alcohol test and shall cite in the record the reasons for not administering the test.

[e] In cases of alcohol testing, the City shall not permit an employee to perform or continue to perform job functions, until an alcohol test is administered and the employee's breath alcohol concentration measures less than 0.02; or

ii. Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated the rules concerning the use of alcohol.

2. *Post-Accident Testing.* The City will require an employee to undergo drug and/or alcohol testing if there is a reasonable suspicion the employee or another person sustained a work-related injury, or the City's property was damaged, and the use of drugs or alcohol may have been a contributing factor to the accident or injury.

[a] As soon as practicable following an accident involving a commercial motor vehicle, the City shall test the surviving driver for alcohol and controlled substances if the accident involved the loss of human life or a serious injury; or

the driver receives a citation under State or local law for a moving traffic violation arising from the accident.

[b] No driver of a commercial motor vehicle required to take a post accident alcohol test shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first.

[c] If an alcohol test is not administered within two (2) hours following the accident, the Department Head shall prepare and maintain on file, in the Personnel Department, a record stating the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the determination, the City shall cease attempts to administer an alcohol test and shall cite in the record the reasons for not administering the test.

[d] If a controlled substance test is not administered within thirty-two (32) hours following the accident, the City shall cease attempts to administer a controlled substance test, and the Department Head

will prepare and maintain on file in the Personnel Department a record stating the reasons the test was not promptly administered.

[e] An employee who is subject to post-accident testing shall remain readily available for such testing, or may be deemed by the City to have refused to submit to testing.

[f] Nothing in this policy shall be construed to require the delay of necessary medical attention for injured people following an accident, or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

3. *Random Testing.* The City requires drug and/or alcohol testing on a random selection basis, which shall be restricted to employees who perform safety-sensitive functions in the following classifications and/or positions:

[a] Vehicle and equipment operator employees who are required to maintain a Commercial Drivers License (hereinafter referred to as “CDL”) and operate vehicles and/or equipment in excess of 26,001 pounds;

[b] Any other employees as may be required by state or federal law.

2. Random controlled substances testing shall be conducted in accordance with the following requirements. i. The City will randomly select employees for testing at the highest minimum annual percentage rate established for the calendar year by the DOT rules to which the City is subject.

3. The City will use a scientific, valid method of random selection which is matched with an individual identifying number for each employee.

4. The City will ensure that random testing is unannounced and spread reasonably throughout the calendar year.

4. The City will ensure that drivers selected for random testing proceed immediately to the testing site upon notification of being selected.

5. In the event a driver who is selected for random controlled substances testing is on vacation or an extended medical absence, the City will select another driver for testing.

- 6.. No driver of a CMV shall report for duty, or remain on duty, requiring the performance of safety-sensitive functions, while having a breath alcohol concentration of 0.04 or greater. The City, having actual knowledge that a driver has a breath alcohol concentration of 0.04 or greater shall not permit an employee to perform safety-sensitive functions.
 7. No driver of a CMV shall perform safety-sensitive functions within four (4) hours after using alcohol. The City, having actual knowledge that a driver has used alcohol within four (4) hours shall not permit a driver to perform or continue to perform safety-sensitive functions.
 - 8.. No driver of a CMV shall report for duty, or remain on duty, requiring performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle, and the driver has informed the City in advance that he or she is using the medication.
 9. The City, having actual knowledge that a driver has used a controlled substance, either without a prescription or where the medication makes it unsafe to perform safety-sensitive functions, shall not permit the driver to perform or continue to perform safety sensitive functions.
 10. No driver of a CMV shall report for duty, or remain on duty requiring performance of safety-sensitive functions, if the driver tests positive for controlled substances. The City, having actual knowledge that a driver has tested positive for controlled substance, shall not permit an employee to perform or continue to perform safety-sensitive functions.
 11. Drivers are required to inform the City in advance of any therapeutic drug use.
4. *Post-Rehabilitation Testing.* The City will require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to five (5) years, commencing with the employee's return to work, in the following situations:

- [a] after the employee tested positive on a drug and/or alcohol test required by the City; or
 - [b] the employee participated in a drug or alcohol treatment program.
- 5. *Return-To-Duty Testing.* An employee who is not terminated following a positive test is prohibited from working until he or she has met the following return-to-duty guidelines:
 - [a] An employee shall be evaluated by a Substance Abuse Professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or controlled substance abuse. The Substance Abuse Professional shall determine whether the employee has properly followed any rehabilitation program prescribed.
 - [b] Before an employee returns to duty, following a positive alcohol and/or drug test result, the employee shall undergo a return-to-duty alcohol test with a result indicating a breath alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.
 - [c] The employee shall be subject to unannounced follow-up alcohol and controlled substance tests, ordered by the Personnel Director or his/her designee, following the employee's return to duty. The number and frequency of such follow-up testing shall be as recommended by the Substance Abuse Professional, and will consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. The Personnel Director or his/her designee may direct the employee to undergo return-to-duty and follow-up testing for both alcohol and controlled substances if the Substance Abuse Professional determines that such testing is appropriate.

Z-4 TESTING DEFINED

- a) All Drug and Alcohol Free Workplace testing of employees and applicants shall be conducted at a laboratory selected by the City which has been certified by the Substance Abuse and Mental Health Services Administration ("SAMHSA"), pursuant to federal and state law requirements. The facility will be responsible for:
 - 1) employing testing procedures that ensure privacy to employees and job applicants consistent with prevention tampering;

- 2) employing the split sample method of testing, in the event results of the test are challenged;
- 3) employing methods of analysis that ensure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results;
- 4) employing chain-of-custody procedures that ensure proper identification, labeling and handling of test samples;
- 5) employing retention and storage procedures that ensure reliable results on confirmatory tests of original samples;
- 6) employing alcohol screening tests using approved evidential testing devices that test for prohibited alcohol concentration; and
- 7) maintaining SAMHSA approval of their facility.

b) The City shall not permit a driver who refuses to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or controlled substance test to perform or continue to perform safety-sensitive functions. d) Employee consent will be obtained for each test. Refusal of an employee to consent and submit to testing will subject that employee to disciplinary action, which may include termination of employment.

c) The City shall pay all costs for drug or alcohol testing required by the City, including confirmation tests required by this Policy. Provided however, an individual who requests a retest of a sample in order to challenge the results of a positive test shall pay all costs of the retest, unless the retest reverses the findings of the challenged positive test. In such case, the City shall reimburse the individual for the costs of the retest. Further, individual employees who have had a positive confirmed test, but who are not discharged from employment, shall pay the cost for any return-to-work screening test.

Z-5 TESTING METHODS AND COLLECTION PROCEDURES TO BE USED

a) *Applicant Drug/or Alcohol Screening Process:* The job application form of the City contains notification of the City's Drug/Alcohol Testing Policy, in accordance with federal and state law. The Application Form must be signed by applicant, acknowledging receipt of Notice of City's Drug and Alcohol Free Workplace Policy

b) In order to achieve the City's goal in providing and maintaining a drug and alcohol free work environment, and for the safety and protection of employees and others, the following procedures are hereby established:

- 1) Upon notification of the selected applicant, the Personnel Department will schedule the applicant for the drug screen/alcohol test.

- 2) The applicant shall complete the “Applicant/Employee Consent for Drug Screen/Alcohol Test” form. The completed form shall be placed in an envelope with directions to the Medical facility.
- 3) Applicants refusing to submit to the drug screen and/or alcohol test will be considered to have withdrawn their application for employment.
- 4) The sample collection site will obtain the specimen from the applicant of sufficient quantity to allow for split sample testing. The specimen will be sent to the laboratory.
- 5) The laboratory designated by the city shall perform an initial drug screen which shall be a form of chemical identification, with confirmation testing of any positive results with Gas Chromatography/Mass Spectrometry (GC/MS) or other reliable confirmation testing.
- 6) The alcohol screening tests will be done using approved evidential testing devices that test for prohibited alcohol concentration.

c) *Employee Drug/Alcohol Testing Process.*

- 1) Any drug or alcohol testing shall occur during or immediately after the regular work period of current employees, and shall be deemed work time for purposes of compensation and benefits.
- (2) A supervisor who has reasonable suspicion to believe an employee has ingested, inhaled or injected an illegal drug or is unlawfully using a legal drug, or has ingested an alcoholic beverage before reporting for duty, while on duty, or during standby or callback duty must:
 - [a] Notify a Department Head or the City Manager and request a personal observation of the employee’s conduct to confirm that reasonable suspicion exists.
 - [b] Prohibit the employee from working or continuing to work.
 - [c] Based on reasonable suspicion, employees shall be required to submit to drug or alcohol testing. Prior to requiring such testing, the basis for the reasonable suspicion shall be communicated to the City Manager or designee acting in his/her absence.
 - [d] The employee will be immediately taken by the supervisor or Department Head, to a collection facility selected by the City in compliance with state and federal regulations.

- [e] Before testing, an employee shall sign a form consenting to testing. Failure or refusal to sign the consent form and to submit to testing will result in disciplinary action, which may include termination.
- [f] Supervisors are prohibited from demanding or encouraging drug or alcohol testing without reasonable suspicion, or without confirmation from a Department Head or the City Manager/designee.

Z-6 TEST RESULTS

Upon completion of testing, results of the drug screen/alcohol test shall be communicated to the Personnel Department, after compliance with the procedures listed below:

- a) Negative test result from drug screen and/or alcohol test:
 - 1) The collection site will notify the Personnel Department the drug screen or alcohol test was negative.
 - 2) In cases involving applicants for employment, the Personnel Department may then schedule the applicant for a pre-employment physical
- b) Positive test result from drug screen and/or alcohol test.
 - 1) The collection site Medical Review Officer shall compare the test results to the list of prescribed medications applicant or employee identified as having taken.
 - 1) If a drug screen reveals a drug present which is questionable, the applicant or employee will be contacted by the Medical Review Officer in order for the applicant or employee to explain, in confidence, and/or provide additional documentation as the Medical Review Officer deems necessary to satisfy the Medical Review Officer that the presence of such drug is not unlawful.
 - 2) The applicant or employee must provide the requested explanation and/or documentation as requested by the collection site Medical Review Officers within forty-eight (48) hours of time of request. Failure to provide information within the forty-eight (48) hours will result in applicant's or employee's drug screen being reported to the Personnel Department as positive.
 - 3) If the applicant or employee provides explanation and/or documentation within forty-eight (48) hours of the request, sufficient to satisfy the Medical Review Officer that the presence of the drug is lawful, the result of the drug screen test shall be reported to the Personnel Department as negative.

- 4) The test results will not be disclosed to any person other than the applicant or employee, the Department Head, the City Manager, and those involved directly on a need to know basis.

Z-7 PERSONNEL ACTION FOLLOWING TESTING

- a) An employee testing positive on a drug screen and/or alcohol test shall be subject to discharge.
- b) Any employee tampering with the results of a drug screen/alcohol test will be discharged from employment.
- c) No disciplinary action, except a temporary suspension or temporary transfer to another department, may be taken by the City against an employee based upon a positive test result, unless the test result is confirmed by a second test, using gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy.
- d) The City may take disciplinary action against an employee who refuses to undergo drug or alcohol testing conducted in accordance with the provisions of the City's Policy.
- e) An employee may appeal his/her disciplinary action or termination to the City Manager in accordance with Articles H and J of this Agreement (as appropriate). Article I shall not apply to discharges under the City's Drug and Alcohol Abuse Policy.

Z-8 SUPERVISORS TRAINING AND EMPLOYEE EDUCATION

- a) Supervisors will be trained:
 - 1) On recognizing employees when they appear unfit for duty because of drugs or alcohol, and on how to determine reasonable suspicion.
 - 2) On effectively and appropriately intervening in reasonable suspicion instances.
 - 3) On complying with the City's Drug and Alcohol Free Workplace procedures.
 - 4) To effectively and appropriately document reasonable suspicion cases prior to the test, and after the initial hearing.
 - 5) On proper disciplinary measures.
 - 6) In issues relative to privacy, search and seizure, and employee representation rights during investigations.
- b) Employee education shall consist of:

- 1) Educating employees concerning the harmful effects of drugs and alcohol in the workplace;

The City shall provide educational materials that explain the prohibitions against alcohol misuse and controlled substances abuse, and the City's policies and procedures with respect to meeting these requirements.

The City shall ensure that a copy of this policy is distributed to each covered employee prior to the start of drug and/or alcohol testing, and to each driver hired or transferred into a position requiring driving a commercial motor vehicle.

- 2) Encouraging employees to voluntarily seek assistance through the Employee Assistance Program.
- 3) Informing employees of the City's concern for correcting drug and alcohol use or dependency before it adversely affects an employee's work record, or causes irreparable harm to the employee or to the residents of Coffeyville.
- 4) The City shall provide written notice to representatives of employee organizations of the availability of this information.
- 5) The Personnel Director is responsible for answering questions concerning this policy.

Z-9 RECORD KEEPING AND CONFIDENTIALITY

a) City shall maintain all drug and alcohol test results and related information, including but not limited to interviews, reports, statements, and memoranda, as confidential records, separate from other personnel records. Such records, including the records of the testing facility, shall not be used in any criminal proceeding, or any civil or administrative proceeding unless the action involves the City, or unless such records are ordered released pursuant to a valid court order.

b) The records described in Paragraph a) above, and maintained by City, shall be the property of the City and, upon the request of the applicant or employee tested, shall be made available for inspection and copying by the applicant or employee. The City shall not release such records to any person other than the applicant, employee, or the City's Medical Review Officer, unless the applicant or employee, in writing, following receipt of the test results, has expressly granted permission for the City to release such records, or pursuant to a valid court order or subpoena.

- c) The testing facility, or any agent, representative or designee of the facility, or any Medical Review Officer, shall not disclose to the City, based on the

analysis of a sample collected from an applicant or employee for the purpose of testing, any information relating to:

- 1) The general health, pregnancy or other physical or mental condition of the applicant or employee; or
- 2) The presence of any drug other than the drug or its metabolites that the City requested be identified and for which a medically acceptable explanation of the positive results, other than the use of drugs, has not been forthcoming from the applicant or employee.

Provided, however, a testing facility shall release the results of the drug or alcohol test and any analysis and information related thereto to the individual tested upon his request.

CITY OF COFFEYVILLE

DRUG OR ALCOHOL TESTING CONSENT FORM

DATE: _____

EMPLOYEE/APPLICANT NAME: _____
(Circle One)

DEPT: _____ DEPARTMENT HEAD: _____

NAME OF CITY REPRESENTATIVE
REQUESTING TEST: _____

NAME OF CITY REPRESENTATIVE
ACCOMPANYING EMPLOYEE: _____ **

MEDICAL CONSENT: The undersigned hereby consents to a drug screen/alcohol test to be administered by _____, as requested by the City.

AUTHORIZATION TO RELEASE TEST RESULTS AS POSITIVE OR NEGATIVE, TO THE CITY: I authorize _____ to release the results of the alcohol test and/or drug screen as being positive or negative, to the City Personnel Director or his/her designee.

[] APPLICANT: I understand that refusal to consent to a drug screen and/or alcohol test shall be sufficient reason for the refusal to hire. I understand that upon a positive drug screen and/or alcohol test result, my application for employment with the City shall be deemed withdrawn.

[] EMPLOYEE: I understand that refusal to consent to a drug screen and/or alcohol test shall be grounds for discipline. I further understand that a positive drug screen and/or alcohol test result shall be grounds for discipline, which may include termination of my employment.

I give my consent to the drug screen and/or alcohol test with the understanding that the results of a drug screen test shall be reported to City Personnel Department as positive or negative, and the results of the test(s) shall be kept confidential.

EMPLOYEE/APPLICANT SIGNATURE: _____

DATE: _____

CITY REPRESENTATIVE: _____

DATE: _____

ARTICLE AA. POLITICAL ACTIVITY

It is the right of every employee to register and vote on all political issues. Employees are permitted to join political organizations, civic associations or groups, and to become involved in political activities subject to the restrictions of this Article.

a) As private citizens, employees may participate in all political activities, including holding public office, except that no City employee will serve on the City Board of Commissioners or run for election to the Board of Commissioners while actively employed by the City. City employees who run for the City Board of Commissioners may request an unpaid leave of absence while running for office.

b) City employees are not prohibited from supporting candidates for office, nor from contributing labor to candidates and organizations that endorse candidates.

c) Any employee desiring to become a candidate for City elective office shall first take a leave of absence without pay, or resign from City employment. Should an employee on leave of absence without pay be unsuccessful in seeking such elective office, he or she shall be returned to employment on the same terms and conditions as any other employee who has taken a leave of absence without pay. An employee is considered to be a candidate for elective office once all statutory requirements have been met to qualify as a candidate.

d) Political activity must not interfere with job attendance or performance. Employees are not permitted to solicit or receive political contributions in City elections while on duty. They are not permitted to wear or display political badges, buttons, or signs on their person or on any City property during on-duty hours.

e) No supervisor or other person in authority shall solicit any City employee for contributions of money or labor for any candidate for elective office, or otherwise compel, or attempt to compel, any employee to support a candidate for elective office, or to engage in any political activity.

f) No City employee shall wear any City uniform or equipment while engaging in any off-duty political activity.

g) The purpose of this policy is to prevent and avoid the appearance of impropriety on the part of any City employee. City employees are neither appointed to, nor retained in the City's service on the basis of their political affiliations or activities.

ARTICLE BB. COMPUTER, E-MAIL AND INTERNET USE

City employees have no right to privacy in their use of City computers, cell phones, tablets, computer generated documents, computer files, e-mails messages, e-mail attachments, voice mail messages, text messages or other similar electronic media. Neither Internet use, nor the storage of any downloaded material is confidential. The City may monitor and review computer generated work product, computer files, e-mail communications, and Internet use at any time, without notice to any employee. It is a violation of City policy to use City computers, Internet connections, or e-mail for prohibited activities. Any personal use should be limited in nature, should only involve matters the employee does not wish to keep private, and should not interfere with the employee's job duties in any way. Employees who hold Union positions may use City computers and City e-mail for notification of official Union meetings and for grievance purposes, while not on working time.

Prohibited Activities include but are not limited to:

- Transmitting any confidential City records or information without prior authorization.
- Conducting or performing any personal activity or generating any personal work product during working time.
- Participating in any “chat rooms”.
- “Surfing” unauthorized Internet sites.
- “Surfing” any adult or sexually explicit Internet Sites, or downloading any such materials.
- Creation, distribution, or forwarding of any adult or sexually explicit e-mails or attachments.
- Creation, distribution, or forwarding any e-mails or attachments containing intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability, or any other classification protected by law.
- Downloading any computer software programs without prior authorization.

ARTICLE CC. WORKPLACE VIOLENCE

It is essential that the City maintain a safe and secure environment for employees, customers, and visitors. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another’s work performance or the organization’s ability to execute its mission will not be tolerated.

Employees must notify their supervisor, Department Head, Human Resource Officer, or the City Manager immediately of any threats which they have witnessed, received, or have learned that another person has witnessed or received. Employees should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on City owned or leased property, or against any City employee. There will be no retaliation against anyone who reports threatening or violent behavior. The City will follow established emergency response guidelines in notifying appropriate employees of any threats it receives.

Each employee who receives or is the subject of a protective or restraining order which lists City owned or leased property as a protected area, or which identifies any other City employee in its terms, is required to provide their supervisor, Department Head, Human Resource Officer, or City Manager with a copy of such order.

ARTICLE DD. DISCOUNTED OR FREE GOLF AND SWIMMING POOL

City will annually offer each employee a choice of one pool pass (10 admissions; value \$25.00) or one golf punch card (10 9-hole rounds; value \$100.00). The value will be a taxable benefit to the employee and value will be added to payroll.

ARTICLE EE. EXECUTION

The City of Coffeyville and the undersigned employee organization hereby agree that this FY ~~2023-2024-2025~~ Personnel Manual/Memorandum of Agreement is the entire Memorandum of Agreement between the parties. It is the entire and final expression of the Agreement and it may not be contradicted by evidence of any prior or contemporaneous oral agreements or past practices of the parties. It shall repeal and supersede and all previous agreements between the parties.

The FY ~~2023-2024-2025~~ Personnel Manual/Memorandum of Agreement has been prepared during negotiations between the parties, and no party shall be charged with having prepared this Agreement in the event an ambiguity exists.

Any waiver by the parties hereto of any of the regulations or provisions of the FY ~~2023-2024-2025~~ Personnel Manual/Memorandum of Agreement shall not be deemed a continuing waiver, and it shall not prevent the parties hereto from exercising any remedy or enforcing any provision of this Agreement for any succeeding violation of the same provision or any other provision.

The FY ~~2022-2024-2025~~ Personnel Manual/Memorandum of Agreement shall become effective on January 1, ~~2023~~2024, and will remain in effect through December 31, ~~2023~~2025.

The FY ~~2023-2024-2025~~ Personnel Manual/Memorandum of Agreement may be modified or amended only by a written instrument executed by each of the parties.

The parties agree that this Personnel Manual/Memorandum of Agreement shall be open for negotiation of the 2025 wage and health insurance package only starting in May of 2024. All other provisions of this Personnel Manual/Memorandum of Agreement will remain in effect through December 31, 2025.

It is further agreed by the parties that pursuant to K.S.A. 75-4321 et seq., a representative of the City of Coffeyville shall meet and confer in good faith with representatives of the employee organization in order to exchange freely information, opinions, and proposals to endeavor to reach agreement on the conditions of employment for a subsequent comprehensive memorandum of agreement starting in ~~July of 2023~~May of 2025.

In witness hereof, the parties have executed the FY 2023 Personnel Manual/Memorandum of Agreement on the ____ day of December, ~~2022~~2023.

CITY OF COFFEYVILLE, KANSAS:

INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL #123

BY _____
Ann Marie Vannoster, Mayor

BY _____
~~Kevin Mersberg~~, Business Representative

| ~~4883-5555-8546, v. 14867-4550-0227, v. 1~~

ARTICLE EE. EXECUTION

The City of Coffeyville and the undersigned employee organization hereby agree that this FY 2024-2025 Personnel Manual/Memorandum of Agreement is the entire Memorandum of Agreement between the parties. It is the entire and final expression of the Agreement and it may not be contradicted by evidence of any prior or contemporaneous oral agreements or past practices of the parties. It shall repeal and supersede and all previous agreements between the parties.

The FY 2024-2025 Personnel Manual/Memorandum of Agreement has been prepared during negotiations between the parties, and no party shall be charged with having prepared this Agreement in the event an ambiguity exists.

Any waiver by the parties hereto of any of the regulations or provisions of the FY 2024-2025 Personnel Manual/Memorandum of Agreement shall not be deemed a continuing waiver, and it shall not prevent the parties hereto from exercising any remedy or enforcing any provision of this Agreement for any succeeding violation of the same provision or any other provision.

The FY 2024-2025 Personnel Manual/Memorandum of Agreement shall become effective on January 1, 2024, and remain in effect through December 31, 2025.

The FY 2024-2025 Personnel Manual/Memorandum of Agreement may be modified or amended only by a written instrument executed by each of the parties.

The parties agree that this Personnel Manual/Memorandum of Agreement shall be open for negotiation of the 2025 wage and health insurance package only starting in May of 2024. All other provisions of this Personnel Manual/Memorandum of Agreement will remain in effect through December 31, 2025.

It is further agreed by the parties that pursuant to K.S.A. 75-4321 et seq., a representative of the City of Coffeyville shall meet and confer in good faith with representatives of the employee organization in order to exchange freely information, opinions, and proposals to endeavor to reach agreement on the conditions of employment for a subsequent comprehensive memorandum of agreement starting in May of 2025.

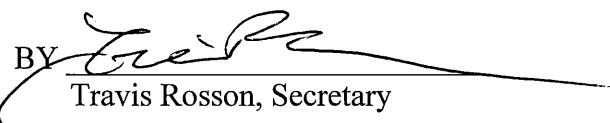
In witness hereof, the parties have executed the FY 2024-2025 Personnel Manual/Memorandum of Agreement on the 13th day of February, 2024.

CTY OF COFFEYVILLE, KANSAS:

BY _____
Alec Hendryx, Mayor

INTERNATIONAL UNION OF
OPERATING ENGINEERS
(I.U.O.E.) - LOCAL NO. 123

BY 
Charles Adamson, Business Agent

BY 
Travis Rosson, Secretary

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	February 13, 2024	
RESOLUTION OR ORDINANCE NUMBER	R-24-04	
AGENDA TITLE	Resolution to remove the City of Coffeyville from Water Warning.	
REQUESTING DEPARTMENT	Water Services	
PRESENTER	Steve Smith, Director of Water Services	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	To rescind Water Warning dated August 8, 2023.	
BACKGROUND	Effective June 27, 2022, Governor Laura Kelly approved updated drought declarations for Kansas counties with Executive Order #22-06. At that time Montgomery County KS was in a Severe to Exceptional Drought status. Effective September 27, 2022, the City of Coffeyville Commission by Resolution placed the City under a Water Watch due to ongoing drought conditions in the area and then on August 8, 2023, the City of Coffeyville Commission by Resolution placed the City under a Water Warning due to the ongoing drought. Since that time, drought conditions have improved significantly with water supplies from Elk City Reservoir being plentiful.	
SPECIAL NOTES	N/A	
ANALYSIS	N/A	

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff is recommending that a Resolution Ending a Water Warning be approved.
REFERENCE DOCUMENTS ATTACHED	Water Drought Emergency Ordinance G98-05 Water Conservation Plan 06/15/98

RESOLUTION NO. R-24-04

A RESOLUTION ESTABLISHING THE END OF A WATER WARNING FOR THE CITY OF COFFEYVILLE, AS PROVIDED BY SECTION 4 OF CITY OF COFFEYVILLE ORDINANCE G-98-05.

WHEREAS, Effective June 27, 2022, Governor Laura Kelly approved updated drought declarations for Kansas counties with Executive Order #22-06. At that time Montgomery County KS was in a Severe to Exceptional Drought status. Effective September 27, 2022, the City of Coffeyville Commission by Resolution placed the City under a Water Watch due to ongoing drought conditions in the area and then on August 8, 2023, the City of Coffeyville Commission by Resolution placed the City under a Water Warning due to the ongoing drought. Since that time, drought conditions have improved significantly with water supplies from Elk City Reservoir being plentiful.

WHEREAS, Effective July 31, 2023, the Kansas Water Office issued a Stage 1 Water Watch for Elk City Lake citing "The declaration of Water Watch is based on remaining Water Marketing storage in Elk City Lake. At the end of June, accounting of remaining storage in the Water Marketing pool was 77% but is estimated to have depleted below 75%. Due to recent precipitation events, Water storage has increased above 85% from the low earlier this year of 51%. All indications are that Water Marketing storage is sufficient to provide the full contracted quantity of Water Purchase Contract No. 23-06.

WHEREAS, Section 4 of the City of Coffeyville Ordinance no G-98-05 authorizes the governing body of the city finds that conditions indicate that a drought and other conditions no longer exists causing a major water supply shortage, and

WHEREAS, it shall be empowered to declare by resolution, that a water warning no longer exists and that it shall take steps to inform the public that conditions have improved such that a Water Emergency is no longer in affect.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF COFFEYVILLE, KANSAS:

SECTION 1. The resolutions declaring the end of a water warning shall be effective upon its publication in the official city newspaper.

ADOPTED THIS 13th DAY OF February, 2024

Alec Hendrix, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

ORDINANCE NO. G-98-05

AN ORDINANCE AUTHORIZING THE DECLARATION OF A WATER WATCH, WARNING OR EMERGENCY; ESTABLISHING PROCEDURES AND VOLUNTARY AND MANDATORY CONSERVATION MEASURES; AUTHORIZING THE ISSUANCE OF ADMINISTRATIVE REGULATIONS; AND PRESCRIBING CERTAIN PENALTIES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF COFFEYVILLE, KANSAS:

SECTION 1. Purpose. The purpose of this ordinance is to provide for the declaration of a water supply watch, warning or emergency and the implementation of voluntary and mandatory water conservation measures throughout the City in the event such a watch, warning or emergency is declared.

SECTION 2. Definitions:

- (a) "Water," as the term is used in this ordinance, shall mean water available to the City of Coffeyville for treatment by virtue of its water rights or any treated water introduced by the City into its water distribution system, including water offered for sale at any coin-operated site.
- (b) "Customer," as the term is used in this ordinance, shall mean the customer of record using water for any purpose from the City's water distribution system and for which either a regular charge is made or, in the case of coin sales, a cash charge is made at the site of delivery.
- (c) "Waste of water," as the term is used in this ordinance, includes, but is not limited to: (1) permitting water to escape down a gutter, ditch, or other surface drain; or (2) failure to repair a controllable leak of water due to defective plumbing.
- (d) The following classes of uses of water are established:

Class 1:

Water used for outdoor watering; either public or private, for gardens, lawns, trees, shrubs, plants, parks, golf courses, playing fields, swimming pools or other recreational areas; or the washing of motor vehicles, boats, trailers, or the exterior of any building or structure.

Class 2:

Water used for any commercial or industrial, including agricultural, purposes: except water actually necessary to maintain the health and personal hygiene of bona fide employees while such employees are engaged in the performance of their duties at their place of employment.

Class 3:

Domestic usage, other than that which would be included in either classes 1 or 2.

Class 4:

Water necessary only to sustain human life and the lives of domestic pets and maintain standards of hygiene and sanitation.

SECTION 3. Declaration of Water Watch. Whenever the Governing Body of the City finds that conditions indicate that the probability of a drought or some other condition causing a major water supply shortage is rising, it shall be empowered to declare, by resolution, that a water watch exists and that it shall take steps to inform the public and ask for voluntary reductions in water use. Such a watch shall be deemed to continue until it is declared by resolution of the Governing Body to have ended. The resolutions declaring the existence and end of a water watch shall be effective upon their publication in the official city newspaper.

SECTION 4. Declaration of Water Warning. Whenever the Governing Body of the City finds that drought conditions or some other condition causing a major water supply shortage are present and supplies are starting to decline, it shall be empowered to declare by resolution that a water warning exists and that it will recommend restrictions on nonessential uses during the period of warning. Such warning shall be deemed to continue until it is declared by resolution of the Governing Body to have ended. The resolutions declaring the beginning and ending of the water warning shall be effective upon their publication in the official city newspaper.

SECTION 5. Declaration of Water Emergency. Whenever the Governing Body of the City finds that an emergency exists by reason of a shortage of water supply needed for essential uses, it shall be empowered to declare by resolution that a water supply emergency exists and that it will impose mandatory restrictions on water use during the period of the emergency. Such an emergency shall be deemed to continue until it is declared by resolution of the Governing Body to have ended. The resolutions declaring the existence and end of a water supply emergency shall be effective upon their publication in the official city newspaper.

SECTION 6. Voluntary Conservation Measures. Upon the declaration of a water watch or water warning as provided in Sections 3 and 4, the mayor (or the city manager) is authorized to call on all water consumers to employ voluntary water conservation measures to limit or eliminate nonessential water uses including, but not limited to, limitations on the following uses:

- (a) Sprinkling of water on lawns, shrubs or trees (including golf courses).
- (b) Washing of automobiles.
- (c) Use of water in swimming pools, fountains and evaporative air conditioning systems.
- (d) Waste of water.

SECTION 7. Mandatory Conservation Measures. Upon the declaration of a water supply emergency as provided in Section 5, the mayor (or the city manager) is also authorized to implement certain mandatory water conservation measures, including, but not limited to, the following:

- (a) Suspension of new connections to the City's water distribution system, except connections of fire hydrants and those made pursuant to agreements entered into by the City prior to the effective date of the declaration of the emergency;
- (b) Restrictions on the uses of water in one or more classes of water use, wholly or in part;
- (c) Restrictions on the sales of water at coin-operated facilities or sites;
- (d) The imposition of water rationing based on any reasonable formula including, but not limited to, the percentage of normal use and per capita or per consumer restrictions;
- (e) Complete or partial bans on the waste of water; and
- (f) Any combination of the foregoing measures.

SECTION 8. Emergency Water Rates. Upon the declaration of a water supply emergency as provided in Section 5, the Governing Body of the City shall have the power to adopt emergency water rates by ordinance designed to conserve water supplies. Such emergency rates may provide for, but are not limited to: (a) higher charges for increasing usage per unit of use (increasing block rates); (b) uniform charges for water usage per unit of use (uniform unit rate); or (c) extra charges in excess of a specified level of water use (excess demand surcharge).

SECTION 9. Regulations. During the effective period of any water supply emergency as provided for in Section 5, the mayor (or city manager or water superintendent) is empowered to promulgate such regulations as may be necessary to carry out the provisions of this ordinance, any water supply emergency resolution, or emergency water rate ordinance. Such regulations shall be subject to the approval of the Governing Body at its next regular or special meeting.

SECTION 10. Violations, Disconnections and Penalties.

- (a) If the mayor, city manager, water superintendent, or other city official or officials charged with implementation and enforcement of this ordinance or a water supply emergency resolution learn of any violation of any water use restrictions imposed pursuant to Sections 7 or 9 of this ordinance, a written notice of the violation shall be affixed to the property where the violation occurred and the customer of record any other person known to the City who is responsible for the violation or its correction shall be provided with either actual or mailed notice. Said notice shall describe the violation and order that it be corrected, cured or abated immediately or within such specified time as the City determines is reasonable under the circumstances. If the order is not complied with, the City may terminate water service to the customer subject to the following procedures:

- (1) The City shall give the customer notice by mail or actual notice that water service will be discontinued within a specified time due to the violation and that the customer will have the opportunity to appeal the termination by requesting a hearing scheduled before the City Governing Body or a city official designated as a hearing officer by the Governing Body.
 - (2) If such a hearing is requested by the customer charged with the violations, he or she shall be given a full opportunity to be heard before termination is ordered; and
 - (3) The Governing Body or hearing officer shall make findings of fact and order whether service should continue or be terminated.
- (b) A fee of \$50 shall be paid for the reconnection of any water service terminated pursuant to subsection (a). In the event of subsequent violations, the reconnection fee shall be \$200 for the second and \$300 for any additional reconnections.
- (c) Violations of this ordinance shall be a municipal offense and may be prosecuted in Municipal Court. Any person so charged and found guilty in Municipal Court of violating the provisions of this ordinance shall be guilty of a municipal offense. Each day's violation shall constitute a separate offense. The penalty for an initial violation shall be a mandatory fine of \$100. In addition, such customer may be required by the Court to serve a definite term of confinement in the city or county jail which shall be fixed by the Court and which shall not exceed 30 days. The penalty for a second or subsequent conviction shall be mandatory fine of \$200. In addition, such customer shall serve a definite term of confinement in the city or county jail which shall be fixed by the Court and which shall not exceed 30 days.

SECTION 11. Emergency Termination. Nothing in this ordinance shall limit the ability of any properly authorized city official from terminating the supply of water to any or all customers upon the determination of such city official that emergency termination of water service is required to protect the health and safety of the public.

SECTION 12. Severability. If any provision of this ordinance is declared unconstitutional, or the application thereof to any person or circumstances is held invalid, the constitutionality of the remainder of the ordinance and its applicability to other persons and circumstances shall not be affected thereby.

SECTION 13. This ordinance will become effective upon its publication in the official city newspaper.

PASSED AND APPROVED THIS 26th DAY OF May, 19 98.



Henry E. Schmidt
HENRY E. SCHMIDT, MAYOR

Donna Schoonover
DONNA SCHOONOVER, CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz
PAUL KRITZ, CITY ATTORNEY

STATE OF KANSAS



Bill Graves, Governor

RECEIVED

JUN 15 1998

CITY MANAGER'S OFFICE

KANSAS WATER OFFICE

Al LeDoux
Director

Suite 300
109 SW Ninth
Topeka, Kansas 66612-1249

June 11, 1998

785-296-3185
FAX 785-296-0878
TTY 785-296-6604

The Honorable Henry E. Schmidt
Mayor, City of Coffeyville
P.O. Box 1629
Coffeyville, KS 67337

Dear Mayor Schmidt:

Thank you for your patience and cooperation in working with us on the municipal water conservation plan and water drought/emergency ordinance for the City of Coffeyville.

The Kansas Water Office has reviewed your municipal water conservation plan and water drought/emergency ordinance as submitted to us and received June 11, 1998. It appears that the plan is consistent with the current Kansas Water Office guidelines for municipal water conservation plans. Your water conservation plan is hereby approved (copy attached).

The Water Drought/Emergency Ordinance, (Ordinance No. G-98-05) as passed and approved by the governing body of the City of Coffeyville on May 26, 1998 appears to be adequate to carry out the implementation of your municipal water conservation plan (copy attached).

Sincerely,

A handwritten signature in cursive script that reads "Glen E. Kirk".

Glen E. Kirk
Water Resource Manager

GEK:kf

Attachments

cc: Ms. Donna Schoonover, City Clerk
Darrel Eklund, Kansas Water Office
Tom Stiles, Kansas Water Office
Jim Ellis, Kansas Water Office (w/enclosures)
Robert Lytle, Division of Water Resources
Dave Waldo, Kansas Department of Health & Environment
Elmer Ronnebaum, Kansas Rural Water Association

**MUNICIPAL WATER
CONSERVATION PLAN
FOR THE
CITY OF COFFEYVILLE**

MUNICIPAL WATER CONSERVATION PLAN FOR CITY OF CORREYVILLE

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INTRODUCTION

The City of Coffeyville has continually tried to provide and ensure a high quality of life for its citizens. A plentiful and good quality water supply is one of the most important elements in maintaining that quality of life. The City of Coffeyville has undertaken a number of steps to ensure a dependable water supply for our customers during the past 26 years. The area served by the City of Coffeyville's water supply and treatment plant consists of the area within the city limits and immediate vicinity, as well as Rural Water District's No. 5, 7, 10, and 11, in Montgomery County and Rural Water District No. 6, Labette County. The Cherokee Water Corporation, the City of Dearing and South Coffeyville, Oklahoma are also served by the City of Coffeyville. The population within the City is approximately 12,500 persons and there are 5,623 customers. Construction of a new 10,000,000 MGD water treatment plant was completed in 1972 and a raw water pump station was constructed, on the Verdigris River, at the same time. Our City water supply, water treatment plant and distribution system have ample capacity to meet current customers demands and future projected demands for several years, except during drought periods. The City of Coffeyville believes that our Municipal Water Conservation Plan represents an additional major step in ensuring our customers of a dependable water supply in future years.

MUNICIPAL WATER CONSERVATION PLAN

The primary objectives of the Water Conservation Plan for the City of Coffeyville are to develop long-term water conservation plans (Long-Term Water Use Efficiency Section) and short-term water emergency plans (Drought/Emergency Contingency Section) to assure the City customers of an adequate water supply to meet their needs. The efficient use of water also has the beneficial effect of limiting or postponing water distribution system expansion and thus limiting or postponing the resultant increases in costs, in addition to conserving the limited water resources of the State of Kansas.

LONG-TERM WATER USE EFFICIENCY

WATER USE CONSERVATION GOALS

The City of Coffeyville used 148 gallons per capita per day (GPCD) in 1995. This GPCD figure included:

- a) water sold to residential/commercial customers;
- b) water distributed for free public services (parks, cemeteries, swimming pools etc.); and
- c) water lost by leaks in the water distribution system.

However, the GPCD figure does not include municipally supplied water for industries that use over 200,000 gallons per year. According to Figure 1, shown in the 1995 Kansas Municipalities Water Use Publication, our City is located in Region 7. From this publication it was determined that our City GPCD water use was 148, which was 6 percent above the region average of 139 GPCD among cities in Region 7 during 1995. The City desires to set a water use conservation goal for usage not to exceed 141 GPCD based on the regional average of the last five years (1991 thru 1995). Our City anticipates not exceeding this goal by carrying out the specific actions that are outlined in our plan.

WATER CONSERVATION PRACTICES

This subsection of the plan summarizes the current education, management and regulation efforts that relate to the long-term conservation of water in the City. Specific practices that will be undertaken to conserve water are listed and a target date to begin each practice is also shown.

Education

The City water bills show the total number of gallons of water used during the billing period and the amount of the bill. Water conservation tips are not normally provided with the water bills. The City has not provided information on water conservation to the local news media on a regular basis and has not encouraged the Board of Education and teachers to become involved in water conservation presentations in schools.

The City has chosen the following conservation practices and target dates for the Education Component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Education Conservation Practices to be Taken	Target Date
1. Make available information on water conserving landscape practices through publications, local news media, seminars or other appropriate means.	June 1999
2. At least one water conservation article will be prepared each year during the summer and provided to the local newspaper for possible publication as a public service.	June 1999
3. Each year public awareness of the need to conserve water will be increased through the distribution of pamphlets and the display of water conservation posters at the library and the Memorial Building.	June 1999
4. Coordinate with school administrators for classroom activities and projects which will impress upon youth the way they can conserve water.	Sept. 1999

Management

The City of Coffeyville has water meters on all water supplies and water pumped to the distribution system. Any new supply will have an individual meter on each source of supply. These meters are read on a daily basis. The meters are checked for accuracy whenever the Water Superintendent believes the meters are not operating correctly.

All residential/commercial customers have water meters installed. Customer meters are scheduled for an accuracy check and possible repair or replacement upon receiving a request to do so from the customer.

The City of Coffeyville reads each customers water meter monthly and mails a monthly water bill to each customer.

Water leaks from the City public water distribution systems are repaired when customers report leaks from the water mains, or when located by City personnel. Water pressure is checked on a weekly basis.

The water rate structure for the City of Coffeyville is reviewed and approved by the City Commission as required. The rate structure in effect can be obtained from City offices. The current water rate structure was passed on December 28, 1987. The rates for all water metered through a permanent service is according to the quantities used, as follows:

(1) For water consumed inside the city limits:

Quantity	Rates per 1,000 Gallons Used
First	2,000 gallons/month @ \$ 2.85
Next	8,000 gallons/month @ \$ 2.47
Next	40,000 gallons/month @ \$ 2.42
Next	50,000 gallons/month @ \$ 1.94
Next	400,000 gallons/month @ \$ 1.77
Next	500,000 gallons/month @ \$ 1.56
Next	1,000,000 gallons/month @ \$ 1.02
Over	2,000,000 gallons/month @ \$ 0.78

(2) For water consumed outside the city limits:

Quantity	Rates per 1,000 Gallons Used
First	2,000 gallons/month @ \$ 4.19
Next	8,000 gallons/month @ \$ 2.74
Next	40,000 gallons/month @ \$ 2.69
Next	50,000 gallons/month @ \$ 2.15
Next	400,000 gallons/month @ \$ 1.94
Next	500,000 gallons/month @ \$ 1.56
Next	1,000,000 gallons/month @ \$ 1.02
Over	2,000,000 gallons/month @ \$ 0.82

The City of Coffeyville realizes that much greater emphasis must be placed on obtaining accurate measurement of water use at our raw water intake and at customer meters, and that a water use records system must be developed that can be used to more effectively and efficiently manage the City public water distribution system. Hence, the City of Coffeyville has chosen the following conservation practices and target dates for the Management component of the Long-Term Water Use Efficiency Section of our Water Conservation Plan.

Management Conservation Practices to be Taken	Target Date
1. Meters at raw water intakes will be tested for accuracy at least once every three years. Each meter will be repaired or replaced if its test measurements are not within two percent of the actual volume of water passing through the meter.	April 1999
2. Meters at each individual service connection will be replaced or tested for accuracy on a regular basis, at least once every 10 years, if they are one inch or less. Meters between one inch and six inches will be tested for accuracy at least once every five years and meters six inches and above will be tested on at least on annual basis. Each meter will be repaired or replaced if its test measurements are not within three percent of the actual volume of water passing through the meter.	Implemented
3. A water utility will implement a water management review, which will result in a specified change in water management practices or implementation of a leak detection and repair program or plan, whenever the amount of unsold water (amount of water provided free for public service, used for treatment purposes, water loss, etc.) exceeds 20 percent of the total raw water intake for a four month time period.	July 1999
4. Water sales will be based on the amount of water used.	Implemented
5. All leaks will be repaired within 48 hours of learning about their existence and large leaks will be repaired immediately. A leak detection and repair program will be initiated whenever the loss from leaks exceeds 20 percent for 3 consecutive months.	March 1999

Regulation

The City of Coffeyville does not have any water conservation regulations in effect at the present time. Because of our ability to supply water during normal periods, regulatory controls on water use are included only in the Drought/Emergency Contingency section of this plan and water emergency ordinance where they constitute the primary means for conserving water during a supply emergency.

The City of Coffeyville does have a plumbing code, but has not felt the need to incorporate mandatory use of water conservation units in the plumbing code. The enforcement of any regulations to require use of any water conservation plumbing measures would be very difficult. Most new homes and/or remodeling projects do include the use of water conservation toilets and faucets.

DROUGHT/EMERGENCY CONTINGENCY

This Water Conservation Plan and Ordinance applies to all persons, customers and property served by the City of Coffeyville. All entities that purchase water from the City of Coffeyville will be required to follow the same reductions in water use as the City of Coffeyville. The City of Coffeyville addresses its short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in water use than the previous stage since water supply conditions are more deteriorated. The City Manager is authorized by ordinance/resolution to implement the appropriate conservation measures.

STAGE 1: WATER WATCH

Triggers

This stage is triggered by any one of the following conditions:

1. The City storage has fallen below 85 percent of normal operating capacity,
2. Demand for 3 days is in excess of 6.0 million gallons per day.

Goals

The goals of this stage are to heighten awareness of the public on water conditions and to maintain the integrity of the water supply system.

Education Actions

1. The City will make occasional news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming season.
2. Previous months summaries of precipitation, temperature, water levels and storage will be made public at the beginning of each month.

Management Actions

1. Leaks will be repaired within 48 hours of detection.
2. System pressure will be maintained below 80 pounds per square inch.
3. The City will monitor its use of water and will curtail activities such as hydrant flushing and street cleaning.

Regulation Actions

The public will be asked to curtail some outdoor water use and to make efficient use of indoor water, i.e. wash full loads, take short showers, don't let faucets run, etc.

STAGE 2: WATER WARNING

Triggers

This stage is triggered by any one of the following conditions:

1. The City storage has fallen below 70 percent of normal operating capacity,
2. Treatment plant operations are at 65 percent capacity or more for three consecutive days, or
3. Demand for 3 days is in excess of 6.5 mgd.

Goals

The goals of this stage are to reduce peak demands by 20% and to reduce overall weekly consumption by 10 %.

Education Actions

1. The City will make weekly news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming week.
2. Previous week summaries of precipitation, temperature, water levels and storage will be made public each Thursday.
3. The City will print on each customer's water bill outlining tips on conserving water indoors and outdoors.
4. Water conservation articles will be provided to the local newspaper.

Management Actions

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within 24 hours of detection.
3. System pressure will be maintained between 67-75 pounds per square inch.
4. The City will curtail its water usage, including operation of fountains, watering of City grounds and washing of vehicles.

Regulation Actions

1. An odd/even lawn watering system will be imposed on City residents. Residents with odd-numbered addresses will water on odd days, even addresses will water on even days.
2. Outdoor water use, including lawn watering and car washing will be restricted to before 10:00 am and after 9:00 pm.
3. Golf courses will restrict watering to tees and greens after sunset.
4. Refilling of swimming pools will be allowed one day a week after sunset.
5. Excess water use charges for usage of water over the amount used in the winter will be considered.

STAGE 3: WATER EMERGENCY

Triggers

This stage is triggered by any one of the following conditions:

1. The City storage has fallen below 50 percent of normal operating capacity,
2. Treatment plant operations are at 70 percent capacity or more for three consecutive days, or,
3. Demand for one day is in excess of 7.0 mgd.

Goals

The goals of this stage are to reduce peak demands by 50% and to reduce overall weekly consumption by 25%.

Education Actions

1. The City will make daily news releases to the local media describing present conditions and indicating the water supply outlook for the next day.
2. Previous days summaries of precipitation, temperature, water levels and storage will be made available to the public each day.
3. The City will hold public meetings to discuss the emergency, the status of the City water supply and further actions which need to be taken.

Management Actions

1. The City water supplies will be monitored daily.
2. Leaks will be repaired within 24 hours of detection.
3. System pressure will be maintained at 60 pounds per square inch.
4. The City will seek additional emergency supplies from other users, the state or the federal government.

Regulation Actions

1. Outdoor water use will be banned.
2. Waste of water will be prohibited.

PLAN REVISION, MONITORING & EVALUATION

The City of Coffeyville will establish a monthly management practice of reviewing monthly totals for water production, residential/commercial sales, water provided free-of-charge, and "unaccounted for water". Problems noted during the monthly review will be solved as soon as possible.

The City of Coffeyville Municipal Water Conservation Plan will be reviewed during the month of April each year and on a more frequent basis during drought or other water shortage conditions. If the water conservation GPCD goals for the previous year are not met, then the City will review the data collected from the previous year in relationship to the status and effectiveness of the conservation practices that are outlined in our plan and will provide a status report to the Kansas Water Office which will also include any additional water conservation practices that may need to be taken in order for the City to achieve and maintain its water use conservation GPCD goals.

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	02/13/2024
RESOLUTION OR ORDINANCE NUMBER	R-24-05
AGENDA TITLE	Approve repairs to the elevator at Emergency Services and enter into a Maintenance Agreement with Kone.
REQUESTING DEPARTMENT	Fire Department
PRESENTER	Thomas Osborn – Director of Public Works/ Engineering Services
FISCAL INFORMATION	Cost as recommended: \$5,921.00 repair \$2,040 maintenance agreement
	Budget Line Item: N/A
	Balance Available N/A
	New Appropriation Required: ☒ Yes ☐ No
PURPOSE	To Approve repairs to the elevator in the fire department at the emergency services building as well as entering into a maintenance agreement.
BACKGROUND	For several years now, the elevator in the fire station has been down and unusable. This would get the elevator back in operation and provide for ongoing maintenance in the future.
SPECIAL NOTES	
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	

STAFF RECOMMENDATION	Staff recommends approval of the proposal for the repair and to enter a maintenance agreement with KONE.
REFERENCE DOCUMENTS ATTACHED	Repairs Proposal; Maintenance Contract

RESOLUTION NO. R-24-05

**A RESOLUTION TO APPROVE REPAIRS TO THE ELEVATOR IN
THE FIRE DEPARTMENT AT EMERGENCY SERVICES AND ENTER INTO A
MAINTENANCE AGREEMENT WITH KONE.**

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, authorize a work order for repairs to the elevator located in the Fire Department at Emergency Services in the amount of \$5,921.00 and an annual Maintenance Agreement at \$2,040.00.

ADOPTED THIS 13th DAY OF February 2024.

Alec Hendryx, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

2/8/2024

Coffeyville Fire Department
1206 West 11th St
Coffeyville, KS 67337

ATTN: Thomas Osborn

Re: Hydraulic Packing Replacement

KONE Inc.

3450 N. Rock Rd, Suite 507

Wichita, KS 67226

Tel 316/942-1201

Fax 316/634-1765

www.kone.com

Sean.Stuchlik@KONE.com

Description of Work

We propose to furnish and install the labor, materials, tools, and supervision to perform the following work on the passenger elevator located at Coffeyville Fire Department.

- **Jack Packing Replacement (X2)** * We will furnish and install new jack packing. The old packing in the plunger packing gland will be removed, the packing gland will be cleaned, and the new packing of the proper type installed to reduce leakage which causes unnecessary oil leakage /loss and improper leveling.
- Provide and install a replacement button in the car operating panel.

Price

Our total price to perform the above-mentioned work amounts to: \$5,921.00 plus applicable taxes.

Our price includes applicable labor, material, and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

THE CUSTOMER UNDERSTANDS THAT THIS IS A FIXED PRICE PROPOSAL. SUPPORTING DOCUMENTATION FOR MATERIALS AND/OR LABOR SHALL NOT BE A CONDITION PRECEDENT IN ORDER FOR PAYMENT IN FULL TO BE MADE TO KONE.

The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

Down Payment

The above quoted price is based on a fifty percent (50%) down payment, due before the order will be processed. No material will be ordered, and work shall not commence until applicable down payment is received. Once the proposal is signed and loaded into our system a down payment invoice will be issued.

PEOPLE FLOW REPAIR AND UPGRADE PROPOSAL

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of Coffeyville Fire Department.

Respectfully submitted by,
KONE Inc.

(Signature)

Sean Stuchlik, General Manager

(Print Name)

(Approved By) Authorized Representative

(Print Title)

Title

Date: ____ / ____ / ____

Date: ____ / ____ / ____

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit a progress billing in advance for the value of material delivered and/or labor to be performed during the forthcoming month, less the down payment at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all remaining balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Upon completion of the work, KONE may require Purchaser to sign the Uniform Final Acceptance form, which form is attached hereto and incorporated herein by reference. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Any asbestos removal necessitated by work described in this Proposal will be the Purchaser's responsibility. Purchaser shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.



KONE CARE™ 24/7 CONNECT

KONE Care™ Maintenance Agreement

Prepared for: Coffeyville Fire Department - Kenny Ward

Date: February 8, 2024

Issued by: Sean Stuchlik

February 8, 2024
Coffeyville Fire Department
1206 West 11th St
Coffeyville, Kansas, 67337

KONE
Wichita
3450 N Rock Road, Suite 507
Wichita, KS
Phone: 316-765-2467
Fax:
sean.stuchlik@kone.com

Attn: Kenny Ward

Re: KONE Care™ Maintenance Agreement
Coffeyville Fire Department

Dear Kenny Ward,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at Coffeyville Fire Department.

KONE Care™ provides a detailed program that covers various components of your vertical transportation operation and is tailored to your specific facility, equipment, and needs. KONE's maintenance methods are utilized to maintain the safety, performance, and reliability of your equipment. Our trained service technicians follow proven performance procedures to help deliver a customized maintenance program, designed specifically to the profile for each piece of equipment.

As part of our advanced solutions, we also invite you to inquire about our KONE 24/7 Connected Services program, an innovative approach to connect your elevators and escalators for predictive monitoring services.. Please let me know if you would like to learn more about this service.

Upon your approval, return a signed copy to your KONE representative. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at 316-765-2467.

Respectfully,

Sean Stuchlik
Branch Manager
KONE

Purchaser ("Purchaser"):

Coffeyville Fire Department
1206 West 11th St
Coffeyville, Kansas 67337

Service Location ("Premises"):

Coffeyville Fire Department
1206 West 11th St
Coffeyville, Kansas 67337

KONE Inc. ("KONE")

Wichita
3450 N Rock Road, Suite 507
Wichita, KS 67226

TENDER DATE: 02/08/2024**EFFECTIVE DATE:** 03/01/2024

SCOPE OF SERVICES

1. EQUIPMENT DESCRIPTION ("Equipment")

Manufacturer	Type	Sub-Type	Name
Thyssen Krupp	Elevator	Hydraulic	Passenger Elevator

2. SERVICES

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. KONE performs maintenance service in accordance with a proprietary system called KONE Maintenance Method. Data gathered about the equipment is analyzed to determine optimum maintenance frequency. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. Hydraulic Elevators

1. **Relay Logic Control System**
All control system components.
2. **Microprocessor Control System**
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. **Power Unit**
Pump, motor, valves, and all related parts and accessories.
4. **Hoistway and Pit Equipment**
All elevator control equipment and buffers.
5. **Rails and Guides**
Guide rails, guide shoe gibs, and rollers
6. **Wiring**
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. **Door Equipment**
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. **Manual Freight Door Equipment**
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. **Power Freight Door Equipment**
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. **Hydraulic System Accessories**
Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
11. **Signals and Accessories**
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
12. **Car Equipment**
All elevator control system components on the car.

3. TESTING

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when

required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

4. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

5. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. Unless specified herein travel time and expenses are billable.

If purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each over time hour unless specified separately herein.

Regular Time Coverage - (Passenger Elevator)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

6. REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

7. EXCLUSIONS

The following are excluded from the scope of services:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. OBSOLESCENCE

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

C. ELEVATOR

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; batteries for emergency lighting and lowering devices; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

8. REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

9. SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Escalator or automatic walks have the potential for end user injuries from passengers falling over the side of the escalator balustrade or autowalk platform to a lower level below when passengers ride the equipment in an unsafe manner. Therefore, although not required by ASME A17.1/CSA B44, KONE strongly recommends that you consult with your architect, structural engineer, contractor, security personnel, or other qualified building professional to review your operations and options to develop an appropriate fall protection solution to limit exposure to falls from your elevated equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

10. NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

11. THIRD PARTY SERVICES

- A. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
- B. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
- C. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

12. **NON-KONE EQUIPMENT**

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERMS AND CONDITIONS

1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period of TWO (2) years and is non-cancelable. This Agreement will thereafter automatically renew for successive terms of TWO (2) years. Either party may terminate this Agreement at the end of the initial TWO (2) year term or at the end of any subsequent TWO (2) year term by giving the other party no less than ninety (90) days nor more than one hundred twenty (120) days written notice, via certified mail, prior to the expiration date of the then current term of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.
- C. Upon termination of the of the Agreement, a \$500 decommissioning and transfer fee shall apply for any elevator phone that needs reprogramming to a different number for emergency monitoring.

2. CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way inconsistent with the termination provisions of the Agreement, such cancellation will constitute a material breach of the Agreement. In such case, Purchaser will pay as a cancellation fee an amount equal to fifty percent (50%) of the balance of the total price owed for the remaining term of the Agreement. Notwithstanding anything to the contrary in the Agreement, the cancellation fee will be paid by Purchaser immediately upon receipt of KONE's invoice. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

4. PRICE ADJUSTMENTS

If the term of the Agreement exceeds one (1) year, KONE may automatically adjust the price annually effective on the first maintenance invoice in each new calendar year. This adjustment will be equal to the percentage increase or decrease in KONE's straight time hourly labor cost. KONE's straight time hourly labor cost equals the sum of the straight time hourly rate plus the cost of fringe benefits and applicable taxes, including without limitation welfare, pension, vacation, paid holidays, insurance and other union contributions, paid to personnel where the Equipment is located. KONE reserves the right to add annual surcharges to the price of the Agreement, including without limitation, cost of materials, changes to government regulations, other administrative costs, adjustments for the then current price of fuel and charges for disposal or other environmental requirements, such surcharges to be specified by KONE in its sole discretion and invoiced by KONE and paid annually by Purchaser.

5. PAYMENT TERMS

Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

6. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

7. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

8. INSURANCE AND INDEMNIFICATION

KONE will provide its standard certificate of insurance.

To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.

9. LIMITATION OF LIABILITY

- A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
- B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
- C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

10. U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

11. FORCE MAJEURE

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

12. VENUE

The exclusive venue for any dispute between the parties shall be in the County of Rock Island, State of Illinois.

13. PROPERTY RIGHTS

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

14. MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the

Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

PRICE

\$170.00 per month payable by Purchaser annually in advance (\$2,040.00 per annual installment). If Purchaser does not sign this Agreement within 45 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Annual in advance payment	0% Increase	\$170.00 per month	
Semi-Annual in advance payment	3% Increase	\$175.10 per month	
Quarterly in advance payment	6% Increase	\$180.20 per month	
Monthly in advance payment	8% Increase	\$183.60 per month	

Coffeyville Fire Department

(Signature of Authorized Representative)

(Print Name)

Title

Date

Respectfully submitted,

Sean Stuchlik

KONE Inc.

(Approved by) Authorized Representative

Title

Date

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

1. Passenger Elevator

CAT1 Hydraulic Test 12 Mo - An annual pressure relief test and a yearly leakage test as required by applicable code.

24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below at a cost of \$68.00 per month. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE will commence billing the 24/7 Connected Services on the date shown in this rider/contract with an understanding that the 24/7 Connected Services may be active in advance of the date shown, or may not be active on the date shown, due to variability in the time required to procure material and complete the installation and provisioning of the devices.
3. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

A. KONE Care 24/7 Connect - Performance Analytics

If KONE 24/7 Connected Services is selected, then KONE shall provide and install the necessary device(s) to perform KONE 24/7 Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any indicators or predictions be cause for immediate services, but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE.

By initialing below, you are approving the above KONE Care 24/7 Connect - Performance Analytics services for the additional monthly fee of \$68.00.

ACCEPTED BY _____ **DECLINED BY** _____ **Date:** _____

4. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect	Emergency Video Communication
Passenger Elevator				X	

5. KONE will commence billing the 24/7 Connected Services on the date shown in this rider/contract with an understanding that the 24/7 Connected Services may be active in advance of the date shown, or may not be active on the date shown, due to variability in the time required to procure material and complete the installation and provisioning of the devices.
6. Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.
7. KONE 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
8. The Services shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.

9. If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. In the event this 24/7 Connected Services contract is cancelled within 5 years of this contract effective date, KONE will be reimbursed \$3500 per unit. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.
10. If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services

CUSTOMER INFORMATION

Who is the agreement with?				
Legal Name of the Company:				
Address:				
City:	State:	Zip:		
Contact Name:	Title:			
Phone:	Fax:			
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.)				
Federal tax ID #:				

Where should the invoice be sent?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

Who will be responsible for paying the invoices?		
Legal Name of the Company:		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	



**CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM**

MEETING DATE	2/13/2024	
RESOLUTION OR ORDINANCE NUMBER	R-24-06	
AGENDA TITLE	Business Software Cloud Migration	
REQUESTING DEPARTMENT	IT	
PRESENTER	Chris Felix – Director of Technology	
	Cost as recommended:	\$134,000.00
	Budget Line Item:	010-5-017-424
	Balance Available	
	New Appropriation Required:	☒ Yes ☐ No
PURPOSE	Upgrade City's Financial Software	
BACKGROUND	INCODE has been the City's business and financial software since 2005.	
SPECIAL NOTES		

ANALYSIS	As it stands today, INCODE is lacking in some key areas which make it difficult for department heads to know what's happening with their budgets financially. Without a centralized dashboard, department heads would have to work their way through several different menus to be able to look up budget line items or be able to see what we paid a vendor for something. Reporting is also a struggle as some of the larger reports, especially billing, can take quite a long time to run. With the proposed upgrade/migration, a lot of these issues will go away. In the cloud hosted version, staff can move from one application to the next with a click of a button. You don't have to jump back through previous menu items to get where you want to go. The hosted version will also provide dashboards that give staff a lot of information as soon as they log in. I've provided some samples of those dashboards along with this staff report. Also included in this upgrade is moving to Tyler Content Manager. It's their version of a document repository. This is where we will house all documents scanned in that pertain to utilities, financials, personnel, etc. We still plan to utilize our current repository as it does a lot more than just document storage. The cost as recommended does not take into account a credit we will receive. As of this staff report, we've paid \$28,000 in maintenance that will be credited toward this amount. The new annual maintenance will be \$127,466.00 which is an increase of just under \$65,000. Leadership is highly confident that this upgrade will give us the tools needed to make sure our utilities are profitable and our staff more effective and efficient.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	

STAFF RECOMMENDATION	Staff is recommending the approval moving to INCODE version 9 in the cloud and purchasing Tyler Content Manager.
REFERENCE DOCUMENTS ATTACHED	Sample Dashboards, Cloud Migration Quote, Tyler Content Manager Quote

RESOLUTION NO. R-24-06

A RESOLUTION TO AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO TYLER TECHNOLOGIES FOR THE MIGRATION AND UPGRADE OF CITY FINANCIAL SOFTWARE AND THE PURCHASE OF TYLER CONTENT MANAGER FOR AN AMOUNT NOT TO EXCEED \$134,000.00.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the City Commission authorize the issuance of purchase order to Tyler Technologies for the migration and upgrade of city financial software and the purchase of Tyler Content Manager for an amount not to exceed \$134,000.00.

ADOPTED THIS 13th DAY OF FEBRUARY 2024.

Alec Hendryx, Mayor

ATTEST:

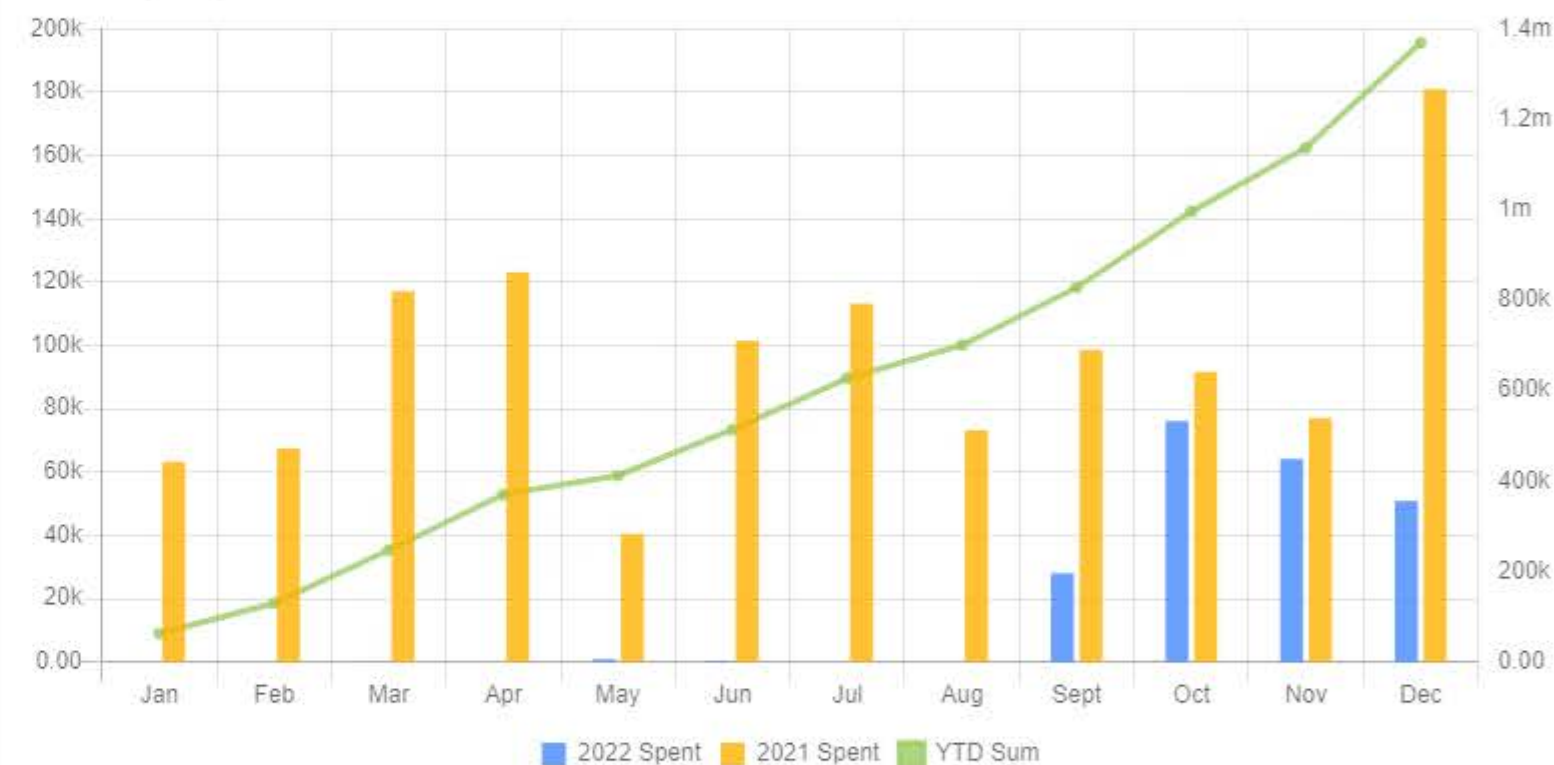
Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

GL Accounts

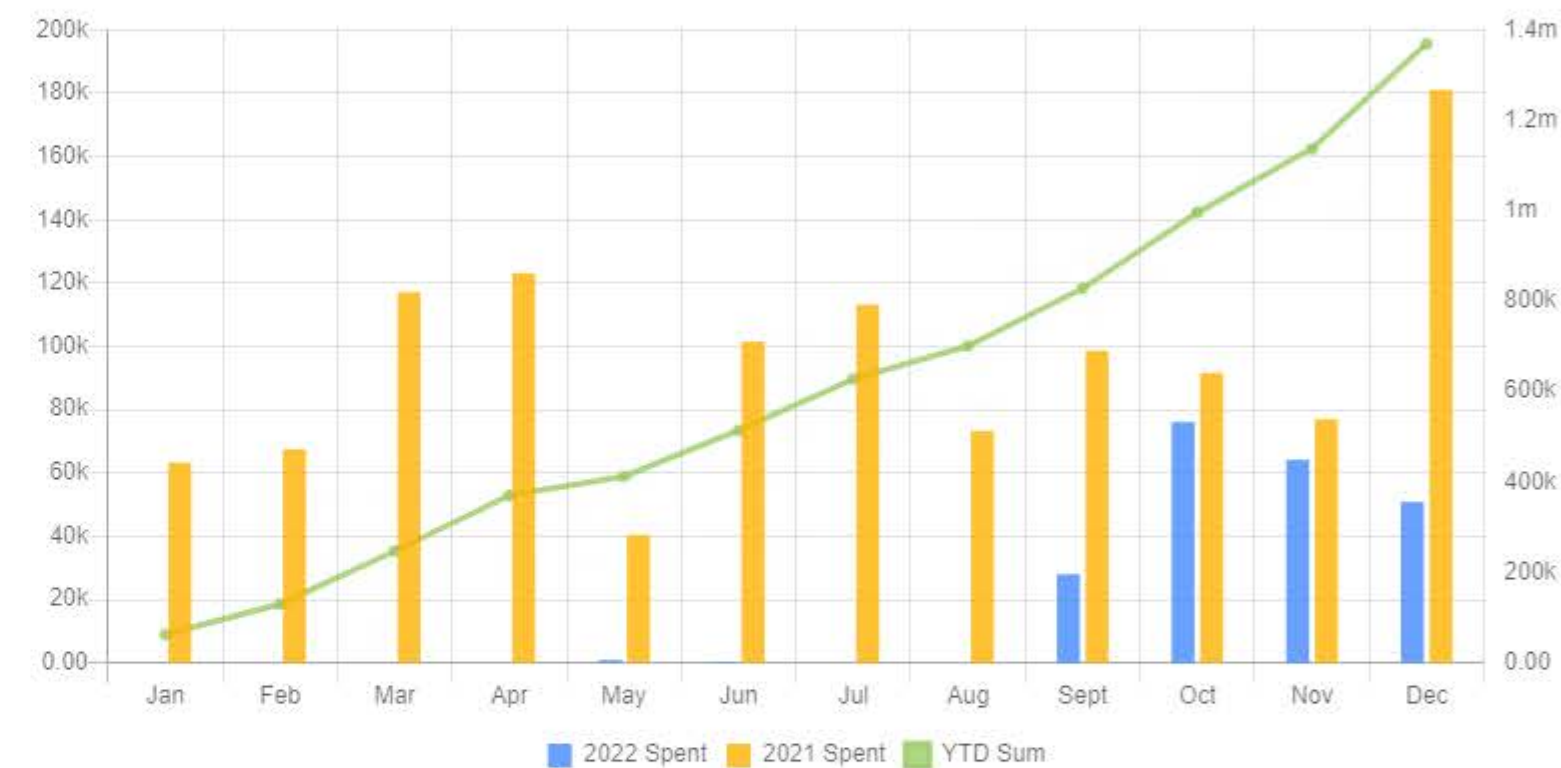
- ## Past Due Inspection Tasks (19)



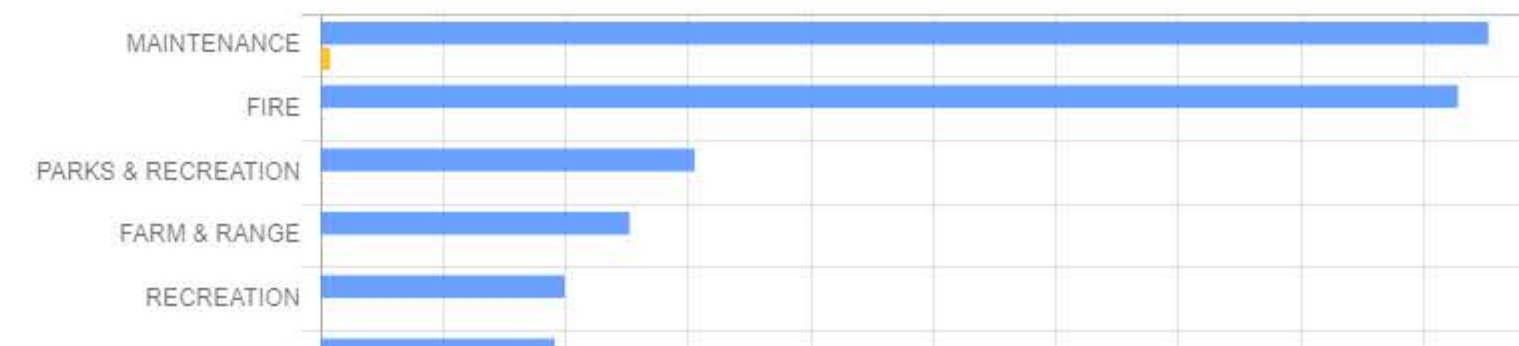


 GL Accounts

- ### Monthly Expenditure



Budget Activity By Department



18
Total Open Incidents

-



Sales Quotation For:
City of Coffeyville
102 W 7th St
Coffeyville KS 67337-6028

Quoted BY Lukas DeBolt
Quote Expiration 7/16/24
Quote Name

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro powered by Incode	
ERP Pro 9 Financial Management Suite	
Core Financials	\$ 24,114
Fixed Assets	\$ 2,786
Laserfiche Financial Suite Interface	\$ 2,143
Project Accounting	\$ 4,457
Payroll	\$ 10,527
Distributed Time Sheet Entry	\$ 2,133
Accounts Receivable	\$ 4,456
ERP Pro 9 Customer Relationship Management Suite	
Utility Billing Water/Gas	\$ 19,778
Utility Meter Data Sync w/Scheduler	\$ 4,869
Third-Party Printing Interface	\$ 1,494
Output Processor Server	\$ 5,820

Tyler Annual Software – SaaS	
Description	Annual
Additional Utility Meter-Reader Interface	\$ 1,595
Cashiering	\$ 6,247
Enhanced Utility Bill Printing	\$ 1,041
Forms Overlay	\$ 1,856
Laserfiche CRM Suite Interface	\$ 2,143
System Software Non SQL	\$ 5,285
Utility Meter-Reader Interface	\$ 1,623
Utility Meter-Reader Interface	\$ 2,082
ERP Pro Community Development Suite	
Licensing	\$ 4,373
Municipal Justice powered by Incode	
Municipal Justice 9 Suite	
Criminal Case Manager	\$ 11,697
Laserfiche Court Suite Interface	\$ 2,143
TOTAL:	\$ 122,662

Summary

Total SaaS

Total Tyler Services

Summary Total**Contract Total****One Time Fees****\$ 0****\$ 122,662****Recurring Fees**

\$ 122,662

\$ 122,662

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Core Financials

Core Financials includes general ledger, budget prep, bank recon, accounts payable.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product

suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O.#:	_____



Sales Quotation For:
City of Coffeyville
102 W 7th St
Coffeyville KS 67337-6028

Quoted BY Lukas DeBolt
Quote Expiration 7/16/24
Quote Name TCM

Tyler Annual Software – SaaS	
Description	Annual
Tyler One	
Content Manager Suite	
Content Manager Core	\$ 5,466
TOTAL:	\$ 5,466

Services		
Description	Hours/Units	Extended Price
Content Manager Suite		
Professional Services	40	\$ 5,800

Services		
Description	Hours/Units	Extended Price
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 6,050

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 5,466
Total Tyler Services	\$ 6,050	
Summary Total	\$ 6,050	\$ 5,466
Contract Total	\$ 11,516	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O.#:	_____

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	02/13/2024	
RESOLUTION OR ORDINANCE NUMBER	S-24-01	
AGENDA TITLE	City of Coffeyville Land Bank	
REQUESTING DEPARTMENT	Housing and Community Development/ Building Inspections	
PRESENTER	Matt Conger	
FISCAL INFORMATION	Cost as recommended:	
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	To return tax delinquent property to productive use that benefits the community.	
BACKGROUND	The City has run into the issue of certain properties being in a never ending tax sale circle. These properties are purchased at tax sales and not taken care of by the owners. The City will mow them and abate nuisance violations year after year. Some of these property's hold value and interested parties that would maintain the lots/buildings.	
SPECIAL NOTES	We will not accept any property offered. Staff and the Board of Trustees will make the decision if a property needs to be in the Land Bank.	
ANALYSIS		

PUBLIC INFORMATION PROCESS	The City staff, 30 days prior to the sale or transfer of any property owned by the Land Bank, will publish in the official City newspaper a notice announcing such sale. At the time of publishing such notice, the Land Bank staff will notify adjacent property owners of the pending property available for sale.
BOARD OR COMMISSION RECOMMENDATION	Planning and Zoning Commission approved
STAFF RECOMMENDATION	Staff recommends
REFERENCE DOCUMENTS ATTACHED	Land Bank Policy

ORDINANCE NO. S-24-01

AN ORDINANCE ESTABLISHING A CITY LAND BANK PURSUANT TO K.S.A. 12-5901 *et seq.*

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF COFFEYVILLE, KANSAS:

Section 1. The City of Coffeyville, Kansas (hereinafter "City"), by the power vested in it by K.S.A. 12-5901 *et seq.*, hereby establishes a city land bank. The land bank will be the centralized point of contact for individuals and developers interested in acquiring developable vacant and abandoned land within the City. The land bank will be guided in its affairs by a board of trustees.

Section 2. The land bank board of trustees shall consist of the City of Coffeyville Planning Commission who make all preliminary decisions and recommendations to the City Commission, which make all final and binding decisions.

Section 3. The land bank staff shall consist of the City's administrative staff.

Section 4. The land bank shall be subject to the provisions of the cash-basis law, K.S.A. 10-1101 *et seq.*, and amendments thereto, as provided in K.S.A. 12-5903(a).

Section 5. The budget of the land bank shall be prepared, adopted and published as provided by law for other political subdivisions of the state. No budget shall be adopted by the board until it has been submitted to, reviewed and approved by the governing body of the City.

Section 6. For any property acquired by the land bank, the trustees shall: (a) manage, maintain and protect the same; (b) compile and maintain a written inventory of such property; (c) study, analyze and evaluate potential, present and future uses for such property which would provide for its effective re-utilization; (d) plan for and use the board's best efforts to consummate the sale or other disposition of such property upon such terms and conditions deemed appropriate; (e) establish and maintain records and accounts reflecting all transactions, expenditures and revenues relating to the bank's activities; and (f) develop such policies and procedures as the board determines reasonable and necessary to effectuate the purposes of the land bank.

Section 7. Property available for inclusion in the land bank shall include, but not be limited to: (a) parcels of tax delinquent property foreclosed on by the County of Montgomery pursuant to K.S.A. 79-2401 *et seq.*, and requested by the land bank board of trustees pursuant to its authority under K.S.A. 12-5901 *et seq.* (only property that has the potential for development within a reasonable period of time and has been accepted by the land bank board of trustees will be identified for inclusion in the land bank); (b) property currently held in the name of the City of Coffeyville, Kansas; (c) parcels of property donated by other governmental entities; (d) property purchased by the land bank board of trustees to compliment properties previously identified to the land bank through other means; and (e) property offered to and accepted by the land bank.

Section 8. The land bank board of trustees may offer such incentives as it deems appropriate to encourage the development of land bank property.

Section 9.

- (a) The land bank staff shall consult with any individuals, organizations and developers which may be affected by a land bank development project and pass on to the land bank board of trustees along with recommendations and or concerns of affected individuals, organization and developers.
- (b) Proposals will be reviewed by the land bank staff and forwarded to the land bank board of trustees along with recommendations and or concerns of affected individuals, organizations and developers

Section 10. The governing body of the City may authorize the advancement of operational funds to the land bank to pay expenses of the land bank.

Section 11. The land bank staff is required to make an annual report to the governing body of the City on or before January 31 of each year, showing receipts and disbursements from all funds under its control.

Section 12. Any money derived from the sale of property by the land bank shall be retained by the land bank. Any funds not immediately required for the purposes of the land band shall be invested in the manner provided by K.S.A. 12-1675, and amendment thereto.

Section 13. Members of the board of trustees shall receive no compensation, but shall be paid their actual expenses in carrying out their duties as members of the board of trustees.

Section 14. The provisions of this ordinance shall at all times be consistent with K.S.A. 12-5901 *et seq.* and amendments thereto.

Section 15. This ordinance shall take effect and be in force from and after the publication of summary ordinance once in the official newspaper of the City of Coffeyville, Kansas.

Passed and approved by the governing body of the City of Coffeyville, Kansas this 27th day of February, 2024

Alec Hendryx, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney



Land Bank Policy

Mission Statement:

The Goal of the City of Coffeyville Land Bank is to return tax delinquent property to productive use that benefits the community. When considering proposals to the Land Bank, preference will be given to projects that support home ownership, improve neighborhoods and otherwise advance the economic and social interests of the City of Coffeyville, Kansas, and its residents.

Conditions set on Land Bank Properties

The City of Coffeyville Planning and Zoning Commission serves in the capacity of the Land Bank Board of Trustees and makes preliminary decisions and recommendations to the City Commission who makes all final decisions on Land Bank property conveyances.

The Land Bank Board of Trustees will annually, and as needed, identify development areas which are actively being developed. Any Land Bank properties in these particular geographical areas will be held for the developer(s) for that area. Any Land Bank parcels in actively developed areas will be marked as "not available for purchase" in the published Land Bank inventory list.

Land is conveyed with no guarantee as to quality or content, subject to covenants stated in the Land Bank Deed. Any parcel failing to meet requirements listed in the Deed may be subject to reversion to the Land Bank. Applicants will forfeit any funds spent on the property.

The Land Bank Board of Trustees may set a different minimum price on any Land Bank Property and may set a minimum price on commercial/industrial zoned properties and those containing structures.

Gift in Lieu of Judicial Foreclosure Process - the Land Bank Board of Trustees reserves the right to accept or reject gifts. Persons gifting will be responsible for title report fees. Prior to accepting the property, the Land Bank will take reasonable steps to assure it is acquiring suitable title to the property so it can be used successfully for Land Bank purposes

Persons gifting property to the Land Bank may request confirmation or receipt from the Land Bank as to the property value for tax deductible contribution purposes. Such value statement shall use the County Fair Market Value Appraisal. If desired, a third party, independent appraisal

can be obtained at the applicant's expense subject to Land Bank approval.

All Land Bank fees may be waived for Economic Development Corporations (EDC) or Community Housing Development Organizations (CHDO).

The Land Bank Board of Trustees reserves the right to accept or reject any or all proposals without cause.

The Land Bank may aggregate and sell land for use as community parking. If an applicant wishes to purchase property for mixed uses business parking, it must state that intent on the application. Only parking that is for the benefit of community improvement will be considered by the Land Bank. Once the Land Bank parcel is conveyed for community parking, the owner will be responsible for the upkeep of the improved paved surface.

When completed proposals are accepted by the Land Bank, a review and recommendations of the proposal is completed by City staff.

Applicant's proposals are forwarded with recommendations to the Land Bank Board of Trustees.

The City staff, 30 days prior to the sale or transfer of any property owned by the Land Bank, will publish in the official City newspaper a notice announcing such sale. At the time of publishing such notice, the Land Bank staff will notify adjacent property owners of the pending property available for sale.

EDC/CHDO Emergency Economic Recovery Program

1. Land Bank accepts the return of properties from EDC/CHDO per their written request.
2. At EDC/CHDO discretion, Land Bank and EDC/CHDO execute a written contract whereby EDC/CHDO has the exclusive option to repurchase the property for expenses incurred by Land Bank.
 - a) Option is for a one-year period, subject to two additional, mutually agreed, one year renewals.
 - b) Whether the Land Bank will renew the option will be considered as part of the annual review of areas of actively developed properties.
 - c) Consideration for the option is that the EDC/CHDO maintain the property, at its expense, in compliance with all codes and ordinances.
 - d) EDC/CHDO has 10 days after written notice from Land Bank to cure any code or ordinance violations. Failure to timely do so terminates the option.
3. EDC/CHDO may exercise the option to repurchase at any time during an option period.
4. All other Land Bank Policies apply to these properties.

Conditions for Applicants Prior to Purchase of Land Bank Property:

Applicant must not be delinquent on any licenses or taxes in Montgomery County. (For these purposes, participation with the City of Coffeyville or Montgomery County Payment Plan(s) constitutes delinquency).

Applicant must not have a history of code enforcement violations at properties they own or not have any outstanding violations. A history of 3 notices of code violations in the previous calendar year or 5 notices of code violations in the past 3 calendar years will make an individual ineligible to apply.

Conditions for Applicants After Purchase of Land Bank Property:

All applicants' property must be properly maintained with no notices for code violations.

Applicant must not be delinquent on any licenses or taxes in Montgomery County.

Failure to comply with the above requirements will render the landowner ineligible for future Land Bank opportunities or Economic Incentives from the City of Coffeyville.

Land Bank Procedures

- All liquidation of Coffeyville's Land Bank properties is subject to the advisement of the Planning/Zoning Commission in advising the City Council per the applicant plan and usage of property.
- The City staff will notify the Land Bank Trustees of Non-buildable and Buildable lots that contain razing assessments. Non-buildable and Buildable lots razing assessments will be abated. Commercial/Industrial lots are subject to special assessments.
- The Land Bank may set a minimum price on commercial/industrial zoned properties and those containing structures.
- A confirmation letter will be mailed to applicants that submit applications to the City staff within 30 days of receipt. Please contact the City staff if you do not receive a confirmation letter for your application.

Process for Purchasing Non-Buildable Land Bank Properties.

- Applicant must agree with Conditions set forth above in Land Bank Policy.
- Non-buildable are lots with a frontage that is generally less than 25 foot frontage.
- The adjacent land owner will have priority for right of first refusal. Adjacent is defined as immediately touching the applicant's property on the right or left.
- Applicant must completely fill out the Land Bank Application. Application assistance from the City staff is available prior to formal submittal of the application. However, incomplete applications will not be accepted for consideration but will be returned to the applicant with an explanation of what needs to be completed for a possible future submittal.
- If multiple proposals are received for a specific property, all applicants will be asked to make a best and final offer on the property. No new applications will be allowed after the best and final offer letter is sent out. In addition to the bid price proposals will also be evaluated on their ability to finance the project.
- If the adjacent land owner wants to purchase the Land Bank Lot for parking or for building a garage, they understand that the City of Coffeyville has certain requirements and minimum standards for both the parking area and for the garage. If your proposal identifies the use as for parking or a garage, the City staff will send contact information to the applicant. Transferal of lot does not guarantee a building permit or use for parking.
- The City Manager will have the authority to transfer non-buildable lots to qualified adjacent land owners only (if not located in an identified development area). The items that the City Manager has the authority to transfer will be reported to the Land Bank Trustees. All other proposals will require further review.
- If no qualified adjacent owner shows interest in the vacant property, consideration may be given for community development efforts such as community gardens, neighborhood play areas, and community green areas.

Process for Purchasing Buildable Residential Land Bank Properties.

- Applicant must agree with Conditions set forth above in Land Bank Policy.
- Buildable residential properties are generally those with over 70-foot frontage.
- The priority is for homeownership.
- If only one property is under consideration and is not in a targeted development area, the applicant must completely fill out the Land Bank Application. Application assistance from the City staff is available prior to formal submittal of the application. However, incomplete applications will not be accepted for consideration but will

be returned to the applicant with an explanation of what needs to be completed for a possible future submittal.

- If the zoning is not appropriate, the applicant will need to get approval of zoning changes prior to any building.
- If the property under consideration is not in a targeted development area, the applicant must exhibit the financial ability of completing the project by submitting a letter of credit or a pre-approval letter from his/her bank.
- If the property under consideration is not in a targeted development area, the applicant must attach drawings of the proposed structure for City staff to review. At a minimum, the drawings should consist of the following: (1) The location of the building or structure; (2) The building work proposed; (3) The outside dimensions of the building by floors and dimensions of the basement (if any); (4) Building Plans for New Construction of Buildings; (5) Such other information as may be pertinent to the issuance of the application. The structure should be compatible with the existing neighborhood.
- If multiple proposals are received for a specific property, all applicants will be asked to make a best and final offer on the property. No new applications will be allowed after the best and final offer letter is sent out. In addition to the bid price, proposals will be evaluated on their ability to finance the project, the quality of the building, the compatibility of the building with existing neighborhoods, individual experiences with building, and if the proposal is for homeownership.
- Proposals that are accepted will need to submit all their plans to the City staff prior to the building commencement. City Staff can send this information to successful applicants.
- The successful applicant should begin construction and shall substantially complete the same, within 12 months after the purchase of the Land Bank property. In the event that construction is not completed within 12 months, the successful applicant must notify the City in writing to request an extension.
- Economic Development Corporations/Community Housing Development Organizations applicants should begin construction and shall substantially complete the same, within 24 months after the purchase of the Land Bank property. In the event that construction is not completed within 24 months, the successful EDC/CHDO must notify the City in writing to request an extension.

Process for Purchasing Buildable Commercial / Industrial Land Bank Properties.

- Applicant must agree with Conditions set forth above in Land Bank Policy.
- A minimum price will be established for each commercial/industrial parcel. The Land Bank Board of Trustees reserves the right to set an alternative price.
- If only one property is under consideration and is not in a targeted development area, the applicant must completely fill out the Land Bank Application. Application assistance from the City staff is

available prior to formal submittal of the application. However, incomplete applications will not be accepted for consideration but will be returned to the applicant with an explanation of what needs to be completed for a possible future submittal.

- If the zoning is not appropriate, the applicant will need to get approval of zoning changes prior to any building.
- If the property under consideration is not in a targeted development area, the applicant must exhibit the financial ability of completing the project by submitting a letter of credit or a pre-approval letter from his/her bank.
- If the property under consideration is not in a targeted development area, the applicant must attach drawings of the proposed structure for City staff to review. At a minimum, the drawings should consist of the following: (1) The location of the building or structure; (2) The building work proposed; (3) The outside dimensions of the building by floors and dimensions of the basement (if any); (4) Building Plans for New Construction of Buildings; (5) Such other information as may be pertinent to the issuance of the application. The structure should be compatible with the existing neighborhood.
- If multiple proposals are received for a specific property, all applicants will be asked to make a best and final offer on the property. No new applications will be allowed after the best and final offer letter is sent out. In addition to the bid price, proposals will be evaluated on their ability to finance the project, the quality of the building, the compatibility of the building with existing neighborhoods, and individual experiences with building.
- Proposals that are accepted will need to submit all their plans to the City staff prior to construction. City staff can send this information to successful applicants.
- The successful applicant should begin construction and shall substantially complete the same, within 12 months after the purchase of the Land Bank property. In the event that construction is not completed within 12 months, the successful applicant must notify the City in writing to request an extension.
- Economic Development Corporations/Community Housing Development Organizations applicants should begin construction and shall substantially complete the same, within 24 months after the purchase of the Land Bank property. In the event that construction is not completed within 24 months, the successful EDC/CHDO must notify the City in writing to request an extension.

Process for Purchasing Land Bank Properties with Structures.

- Applicant must agree with Conditions set forth above in Land Bank Policy.
- Existing structures must be brought up to minimum prevailing building codes.
- A minimum bid will be placed on each land bank property with a structure on it. The Land Bank Board of Trustees reserves the right to set an alternative price.

- If only one property is under consideration and is not in a targeted development area, the applicant must completely fill out the Land Bank Application. Application assistance from the City staff is available prior to formal submittal of the application. However, incomplete applications will not be accepted for consideration but will be returned to the applicant with an explanation of what needs to be completed for a possible future submittal.
 - If the zoning is not appropriate, the applicant will need to get approval of zoning changes prior to any building.
 - If the property under consideration is not in a targeted development area, the applicant must exhibit the financial ability of completing the project by submitting a letter of credit or a pre-approval letter from their bank.
 - If the property under consideration is not in a targeted development area, the applicant must attach a comprehensive scope of work proposed for the rehabilitation of the proposed structure for the City staff review. The structure should be compatible with the existing neighborhood.
 - If multiple proposals are received for a specific property, all applicants will be asked to make a best and final offer on the property. No new applications will be allowed after the best and final offer letter is sent out. In addition to the bid price, proposals will be evaluated on their ability to finance the project, the quality of the building, the compatibility of the building with existing neighborhoods, individual experiences with building, and homeownership if residential.
 - Proposals that are accepted will need to submit all their plans to the City staff to the commencement of construction or demolition. The City staff can send this information to successful applicants.
 - The successful applicant should begin construction and shall substantially complete the same, within 12 months after the purchase of the Land Bank property. In the event that construction is not completed within 12 months, the successful applicant must notify the City in writing to request an extension.
 - Successful applicant will provide adequate continuous insurance coverage on the property/building/process until structure/renovations are completed and final approval of landbank. Also during construction, applicant will maintain all property tax expenses and City utility expenses will be kept current.
 - Economic Development Corporations/Community Housing Development Organizations applicants should begin construction and shall substantially complete the same, within 24 months after the purchase of the Land Bank property. In the event that construction is not completed within 24 months, the successful EDC/CHDO must notify the City in writing to request an extension.
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City of Coffeyville's
Building Permit Report for County
Month of January, 2024

Project Number	Short ID	Project Description	Permit Issued Date	Address / Legal	Owner Name	Value
ROOF - 24 - 001	ROOF	tear off and replace roof	01/02/2024	2501 Parkway Ave. EDGEWOOD ADD Block 2 Lot 6 EDGEWOOD ADD, S34, T34, R16, BLOCK 2, Lot 6, Lot Width: 075.0 Lot Depth: 175.0 Plat Book/Page A /61 Deed Book/Page 689 /831 571 /135 499 /365 391 /457 241 /547	Jessie Renae	
ACCBD - 24 - 002	ACCBD	adding a 16' X 40' out building to the rear yard.	01/04/2024	306 N Parkview Ave. Northfield Block 7 Lot 12 NORTHFIELD ADD, S34, T34, R16, BLOCK 7, Lot 12; Lot Width: 066.0 Lot Depth: 165.0	SMITH, MICHAEL L & MARY A	
SIGN - 24 - 005	SIGN	installing a double faced 5' X 8' illuminated digital display sign, and a building ID wall sign over the entry door.	01/18/2024	708 E 12th St. Davis 1st Add Block 3 Lot 9-16	CVR COMMON ASSETS CVL, LLC	
PLMB - 24 - 006	PLMB	repairing damaged sewer. was caught working without a permit. was granted a warning.	01/18/2024	1314 W 10th St. BUCHANANS SUB Block Lot 7	CRUZ, DAVID MEJIA & HIPOLITO, ROSA MARIE CRUZ	
ROOF - 24 - 007	ROOF	tear off and replace roof.	01/25/2024	2301 PARKWAY Ave. EDGEWOOD ADD BLOCK 1	AMES, WESLEY E & RUTH D	

				Lot 1 - 4 = 10 Lots EDGEWOOD ADD, S34, T34, R16, BLOCK 1, Lot 1 - 4, ACRES 1.6,		
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TOTALS:	Total Projects:	5
	Permits Issued:	5

City of Coffeyville
Hillcrest Golf Course
Monthly Reporting

	<u>Jan-23</u>	<u>Jan-24</u>	<u>Feb-23</u>	<u>Feb-24</u>	<u>Mar-23</u>	<u>Mar-24</u>	<u>Apr-23</u>	<u>Apr-24</u>	<u>May-23</u>
# of Rounds Played:									
9-Hole:									
Annual Pass Holder	235	110	283		282		366		398
Green Fee Rounds	93	20	125		184		302		392
18-Hole:									
Annual Pass Holder	114	73	130		168		327		278
Green Fee Rounds	<u>67</u>	<u>12</u>	<u>88</u>		<u>168</u>		<u>321</u>		<u>323</u>
Total Rounds Played	509	215	626		802		1316		1391
# of Annual Passes:									
Paid in Full	67	68	76		82		87		94
Making Payments	<u>4</u>	<u>3</u>	<u>2</u>		<u>-</u>				<u>-</u>
Total Annual Passes	71	72	78		82		89		94
# Employee Pass		1							
# of New Annual Passes	15		6		6		5		7
# 1/2 Cart Rentals	157	51	169		298		595		592
Range Balls Sold	\$189.00	\$253.00	\$312.00		\$526.00		\$697.50		\$901.00
					302				
Cart Sheds:									
Paid in Full	68	74	70		73		76		70
Broken		21							
Vacant	45	26	43		40		37		35
City used cart sheds	<u>27</u>	<u>19</u>	<u>27</u>		<u>27</u>		<u>27</u>		<u>27</u>
Total Cart Sheds	140	140	140		140		140		140

May-24 Jun-23 Jun-24 Jul-23 Jul-24 Aug-23 Aug-24 Sep-23 Sep-24 Oct-23 Oct-24 Nov-23

	492	378	388	334	328	348
	406	299	335	297	182	128

	347	315	277	282	280	121
	<u>230</u>	<u>238</u>	<u>421</u>	<u>473</u>	<u>194</u>	<u>99</u>
	1475	1230	1421	1386	984	696

	100	102	103	105	106	106
	100	102	103	105	106	106

	6	2	1	2	1	0
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	564	492	622	640	361	206
	\$872.00	\$833.00		\$767.00	\$388.00	\$177.00

	71	71	71	71	71	71
	42	42	42	42	42	42
	<u>27</u>	<u>27</u>	<u>27</u>	<u>27</u>	<u>27</u>	<u>27</u>
	140	140	140	140	140	140

<u>Nov-24</u>	<u>Dec-23</u>	<u>Dec-24</u>	YTD 2023 <u>Totals</u>	2024 <u>Totals</u>		<u>Increase/ (Decrease)</u>
	147		3,979	110		2,926
	80		2,823	20		3,363
	177		2,816	73		1,539
	<u>65</u>		<u>2,687</u>	<u>12</u>		2,197
	469		12,305	215		10,484
			12,305	215		
	106			-		74
				<u>-</u>		
	106			-		
	0					
	134			51		4,300
	\$138.00			\$253.00		6,249
	71			-		65
				-	-	-
	42			-		48
	<u>27</u>			<u>-</u>		27
	140			-		140