

**COMMISSION MEETING AGENDA
TUESDAY, JANUARY 24TH, 2023 6:30 P.M.**

- A. CALL TO ORDER** – Mayor Ann Marie Vannoster
- B. ROLL CALL**
- C. INVOCATION** – Pastor Mark Waits, Solid Rock United Pentecostal Church
- D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- E. REVIEW OF AGENDA**
- F. CONSENT AGENDA**
 - 1. City Commission Meeting Minutes – Tuesday, January 10, 2023
 - 2. 2023 Appropriation Ordinance No. AO-23-02 \$5,067,508.04

- 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. City of Coffeyville 2022 Service Awards.

- I. OLD BUSINESS**

- J. NEW BUSINESS**
 - 1. Resolution R-23-01 a Resolution to implement a Personnel Memorandum of Agreement with the International Brotherhood of Electrical Workers, AFL-CIO Local No. 1523, effective January 1st, 2023 through December 31st, 2023.
 - 2. Resolution R-23-02 a Resolution to approve submission of an Airport Capital Improvement Plan to the FAA.
 - 3. Resolution R-23-03 a Resolution to authorize the execution of a quitclaim deed to 1904 South Walnut.
 - 4. Resolution R-23-04 a Resolution to approve Housing and Community Development Programs from the 40% portion of the ½ cent Sales Tax for Fiscal Year 2023.
 - A. New Construction Single-Family Housing Incentive Program
 - B. New Construction Multi-Family Housing Incentive Program
 - C. First Time Homebuyer Incentive Program
 - D. Senior Assistance Programs
 - 1. Weatherization and Home Security Program for Senior Citizens and Disabled
 - 2. Emergency Home Repair Assistance for Senior Citizens and Disabled
 - E. USDA Programs

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5. Resolution R-23-05 a Resolution to approve Park Improvements from the 40% portion of the ½ cent Sales Tax for Fiscal Year 2023.

A. Sycamore Park Improvements 2023

6. Resolution R-23-06 a Resolution to approve Historic Downtown Programs, Grants and Incentives from the 20% portion of the ½ cent Sales Tax for Fiscal Year 2023.

A. Historic Downtown Rehabilitation Grant and Relocation Incentive Programs

1. Mixed-use Development Grant Program
2. Façade Improvement Grant Program
3. Construction Improvement Grant Program
4. Electrical Improvement Program
5. Mechanical Improvement Grant Program
6. Plumbing Improvement Grant Program
7. Relocation Incentive Program

B. Historic Downtown Grant

7. City Manager's Report

8. Comments from Commissioners and Staff

K. EXECUTIVE SESSION(s)

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Sales Tax Report – December 2022

M. ADJOURN

**COMMISSION MEETING MINUTES
TUESDAY, JANUARY 10TH, 2023 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 Vannoster.

Present:

COMMISSIONER DEBORAH MAPLES
COMMISSIONER JASON SWINDELL
COMMISSIONER ANN MARIE VANNOSTER
COMMISSIONER ROBERT YORK

Absent:

COMMISSIONER JUSTIN DOANE

City Staff in attendance:

CITY ATTORNEY PAUL KRITZ
CITY MANAGER MARK HALL
CITY CLERK MELISSA CARTER
DIRECTOR OF IT CHRIS FELIX
DIRECTOR OF FINANCE STEPHANIE RICHARDSON
DIRECTOR OF ELECTRIC UTILITY MIKE SHOOK

- A. CALL TO ORDER** – Mayor Ann Marie Vannoster
- B. ROLL CALL**
- C. INVOCATION** – Pastor Randy DePriest, First Assembly of God
- D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- E. REVIEW OF AGENDA**
- F. CONSENT AGENDA**
 - 1. City Commission Meeting Minutes – Tuesday, December 27th, 2022
 - 2. 2022 Appropriation Ordinance No. AO-23-01 \$2,449,420.20

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

ACTION: MOTION: VANNOSTER SECOND: YORK
ROLL CALL: ALL PRESENT AYE

- 3. 2022 Appropriation Ordinance No. AO-23-01A (Liebert's) \$51.45

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

ACTION: MOTION: YORK SECOND: SWINDELL
ROLL CALL: MAPLES – AYE, YORK – AYE, SWINDELL – AYE,
VANNOSTER - ABSTAIN

**COMMISSION MEETING MINUTES
TUESDAY, JANUARY 10TH, 2023**

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G. COMMENTS

1. Comments from Public

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REGULAR AGENDA ITEMS

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

1. Coffeyville Area Chamber of Commerce Year End Report 2022.

Candi Westbrook, Executive Director of the Coffeyville Area Chamber of Commerce gave a report and overview of the Chamber of Commerce's activities and accomplishments for 2022.

I. OLD BUSINESS

J. NEW BUSINESS

1. Select Mayor to serve until January 9, 2024.

MOTION: Move to appoint Ann Marie Vannoster to serve as Mayor of the City of Coffeyville to January 9, 2024.

ACTION: MOTION: YORK SECOND: MAPLES
ROLL CALL: ALL PRESENT AYE

2. Select Vice Mayor to serve until January 9, 2024.

MOTION: Move to appoint Justin Doane to serve as Vice Mayor of the City of Coffeyville to January 9, 2024.

ACTION: MOTION: VANNOSTER SECOND: YORK
ROLL CALL: ALL PRESENT AYE

3. City Manager's Report

Director of Finance Stephanie Richardson stated that we received the final December Sales Tax numbers and we came in 11.37% higher than 2021 – which was a record year. By one-cent we were \$1,809.33 short of hitting the 2 million dollar mark.

4. Comments from Commissioners and Staff

Commissioner York thanked Ann Marie Vannoster for serving as Mayor for another year. Commissioner Swindell announced that Vanguard Christian Academy is having an Open House Tuesday, January 17th from 5:00pm at 8:00 pm at 906 Elm Street.

K. EXECUTIVE SESSION(s)

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

1. Building Permit Report – December 2022

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2. Hillcrest Golf Course – December 2022

M. ADJOURN

MOTION: Move to Adjourn

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

Time the meeting was adjourned: 6:53 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
110-5-023	Local Alcohol Liquor - Police Department	810-5-040	Electric Depr/Repl - Administration
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: 04408 AO 23-02 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-02910	AIRGAS USA, LLC						
I-9994057307		CYLINDER RENTAL		42.86			
12/31/2022	AP	DUE: 1/30/2023 DISC: 1/30/2023			1099: N		
		CYLINDER RENTAL			800 5-030-448	EQUIPMENT-RENTAL/SERVICE	42.86
=== VENDOR TOTALS ===				42.86			
=====							
01-00082	ALLISON PRYOR						
I-202301200655		MILEAGE-PARSONS-SEKHRA MTG		53.71			
1/19/2023	AP	DUE: 1/19/2023 DISC: 1/19/2023			1099: N		
		MILEAGE-PARSONS-SEKHRA MTG			010 5-019-490	TRAVEL EXPENSE REIMBURSE	53.71
=== VENDOR TOTALS ===				53.71			
=====							
01-50440	AMERICAN PUBLIC POWER ASSOCIAT						
I-000144703		RELIABILITY TRACKER 3 YR CYCL		680.00			
11/30/2022	AP	DUE: 12/30/2022 DISC: 12/30/2022			1099: N		
		RELIABILITY TRACKER 3 YR CYCLE			800 5-040-440	DRAFTING-PHOTOGRAPHIC	680.00
=== VENDOR TOTALS ===				680.00			
=====							
01-53542	ANIXTER, INC.						
I-5546338-00		INSULATED GUY STRAIN X 40		1,560.59			
1/04/2023	AP	DUE: 1/04/2023 DISC: 1/04/2023			1099: N		
		INSULATED GUY STRAIN X 40			800 5-020-850	OTHER EQUIPMENT	1,560.59
=== VENDOR TOTALS ===				1,560.59			
=====							
01-50637	ASCENT AVIATION GROUP, INC.						
I-S036765		1/23 AVPOS USER SERVICE FEE		30.00			
1/01/2023	AP	DUE: 1/01/2023 DISC: 1/01/2023			1099: N		
		1/23 AVPOS USER SERVICE FEE			360 5-000-424	CONTRACTUAL AGREEMENTS	30.00
=== VENDOR TOTALS ===				30.00			
=====							
01-50670	ASPLUNDH TREE EXPERT COMPANY						
I-54H77923		TREE TRIMMING THRU 1/7/23		5,151.62			
1/13/2023	AP	DUE: 1/13/2023 DISC: 1/13/2023			1099: N		
		TREE TRIMMING THRU 1/7/23			800 5-020-424	CONTRACTUAL AGREEMENTS	5,151.62
I-82U96422		TREE TRIMMING THRU 12/31/22		5,071.62			
1/06/2022	AP	DUE: 1/06/2022 DISC: 1/06/2022			1099: N		
		TREE TRIMMING THRU 12/31/22			800 5-020-424	CONTRACTUAL AGREEMENTS	5,071.62
=== VENDOR TOTALS ===				10,223.24			

PACKET: 04408 AO 23-02 PAYABLES

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SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-59760	AT&T					
I-202301190644		12/22 CONSOLIDATED E911	171.19			
12/25/2022	AP	DUE: 1/24/2023 DISC: 1/24/2023		1099: N		
		12/22 CONSOLIDATED E911		510 5-000-416	COMMUNICATIONS	171.19
=== VENDOR TOTALS ===			171.19			
=====						
01-59780	AT&T					
I-202301190645		1/23 METER STN, PLEXAR, ARPRT	310.17			
1/09/2023	AP	DUE: 2/08/2023 DISC: 2/08/2023		1099: N		
		ATMOS METER STATION MODEM LINE		800 5-030-416	COMMUNICATIONS	216.02
		PROJ: PCA-UTIL POWER COST ADJUSTMENT			O&M UTILITIES	
		PLEXAR LINE		900 5-027-416	COMMUNICATIONS	106.01
		AIRPORT TELEPHONE SERVICE		360 5-000-416	COMMUNICATIONS	11.86CR
=== VENDOR TOTALS ===			310.17			
=====						
01-03877	AUTO ZONE, INC.					
C-1601062468		CORE CREDIT	24.09CR			
1/03/2023	AP	DUE: 1/03/2023 DISC: 1/03/2023		1099: N		
		CORE CREDIT		800 5-020-590	VEHICLE-EQUIP SUPPLIES	24.09CR
		PROJ: V -1364 VEHICLE			ED 2012 FORD F-350 (07782)	
I-1601057238		DIELECTRIC GREASE	8.14			
12/21/2022	AP	DUE: 12/21/2022 DISC: 12/21/2022		1099: N		
		DIELECTRIC GREASE		800 5-030-545	MOTOR FUELS/LUBRICANTS	8.14
I-1601062467		BATTERY	144.99			
1/03/2023	AP	DUE: 1/03/2023 DISC: 1/03/2023		1099: N		
		BATTERY		800 5-020-590	VEHICLE-EQUIP SUPPLIES	144.99
		PROJ: V -1364 VEHICLE			ED 2012 FORD F-350 (07782)	
I-1601065250		DIELECTRIC GREASE X 2	28.49			
1/10/2023	AP	DUE: 1/10/2023 DISC: 1/10/2023		1099: N		
		DIELECTRIC GREASE X 2		800 5-030-545	MOTOR FUELS/LUBRICANTS	28.49
=== VENDOR TOTALS ===			157.53			
=====						
01-02050	BARTLETT COOP ASSOCIATION					
I-168436		PROPANE	34.16			
1/05/2023	AP	DUE: 2/04/2023 DISC: 2/04/2023		1099: N		
		PROPANE		800 5-030-525	CHEMICALS/FERTILIZERS/SE	34.16
=== VENDOR TOTALS ===			34.16			

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-00336	BLAKE'S LUBE CENTER						
I-20230093		FULL SERVICE OIL CHANGE		61.48			
1/05/2023	AP	DUE: 2/04/2023 DISC: 2/04/2023			1099: N		
		FULL SERVICE OIL CHANGE			800 5-040-545	MOTOR FUELS/LUBRICANTS	61.48
		PROJ: V -1576 VEHICLE				EA 2021 FORD F-150 CREW CAB	
I-20230120		FULL SERVICE OIL CHANGE		64.50			
1/06/2023	AP	DUE: 2/05/2023 DISC: 2/05/2023			1099: N		
		FULL SERVICE OIL CHANGE			800 5-030-545	MOTOR FUELS/LUBRICANTS	64.50
		PROJ: V -1454 VEHICLE				PP 2016 FORD F-150 XL	
I-20230134		FULL SERVICE OIL CHANGE		153.03			
1/09/2023	AP	DUE: 2/08/2023 DISC: 2/08/2023			1099: N		
		FULL SERVICE OIL CHANGE			800 5-020-545	MOTOR FUELS/LUBRICANTS	153.03
		PROJ: V -1364 VEHICLE				ED 2012 FORD F-350 (07782)	
		=== VENDOR TOTALS ===		279.01			
=====							
01-56100	BORDER STATES ELECTRIC SUPPLY,						
I-925584370		COMPRESSION TERMINAL X 12		461.74			
1/06/2023	AP	DUE: 2/05/2023 DISC: 2/05/2023			1099: N		
		COMPRESSION TERMINAL X 12			800 5-020-850	OTHER EQUIPMENT	461.74
		=== VENDOR TOTALS ===		461.74			
=====							
01-51307	BRENNTAG SOUTHWEST, INC.						
I-BSW438568		CHLORINE		5,520.00			
1/12/2023	AP	DUE: 2/11/2023 DISC: 2/11/2023			1099: N		
		CHLORINE			900 5-036-525	CHEMICALS/FERTILIZERS/SE	5,520.00
I-BSW438569		BRENNPHOS, SODIUM BISULFITE		1,415.70			
1/12/2023	AP	DUE: 2/11/2023 DISC: 2/11/2023			1099: N		
		BRENNPHOS, SODIUM BISULFITE			900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,415.70
		=== VENDOR TOTALS ===		6,935.70			
=====							
01-00590	CARTER AUTOMOTIVE WAREHOUSE						
I-715718/1		WINDSHIELD WASH		7.91			
1/03/2023	AP	DUE: 2/02/2023 DISC: 2/02/2023			1099: N		
		WINDSHIELD WASH			800 5-020-590	VEHICLE-EQUIP SUPPLIES	7.91
I-716428/1		FILTERS, PLUGS		764.50			
1/09/2023	AP	DUE: 2/08/2023 DISC: 2/08/2023			1099: N		
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	40.55
		PROJ: E -1371 EQUIPMENT				GC 2012 JACOBSEN FAIRWAY MOWER	
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	77.17
		PROJ: E -1399 EQUIPMENT				GC 2002 NEW HOLLAND TL-70	
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	43.60
		PROJ: E -1362 EQUIPMENT				GC TORO 5500 MULTIPRO SPRAYER	

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=====							
01-00590	CARTER AUTOMOTIVE WAREHOUSE	(** CONTINUED **)					
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	48.29
		PROJ: E -1002	EQUIPMENT			GC JACOBSEN GPLEX GREENS MOWER	
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	39.41
		PROJ: E -1316	EQUIPMENT			GC G-PLEX III GREENS MOWER	
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	11.61
		PROJ: E -905	EQUIPMENT			GC JD 3235A FAIRWAY MOWER	
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	8.07
		PROJ: V -893	VEHICLE			ED 1999 CHEVROLET CC7 BCKT TRK	
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	29.66
		PROJ: E -1444	EQUIPMENT			GC TORO WORKMAN CART (1033)	
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	29.66
		PROJ: E -1445	EQUIPMENT			GC TORO WORKMAN CART (1034)	
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	37.61
		PROJ: E -1523	EQUIPMENT			GC 2005 TORO WORKMAN	
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	9.45
		PROJ: E -874	EQUIPMENT			GC JOHN DEERE BUNKER RAKE	
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	68.04
		PROJ: E -928	EQUIPMENT			GC 1999 KAWASAKI MULE	
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	52.61
		PROJ: E -858	EQUIPMENT			GC JD F935 FRONT MOWER	
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	91.33
		PROJ: E -873	EQUIPMENT			GC 1999 JD 4300 TRACTOR	
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	38.11
		PROJ: E -1584	EQUIPMENT			GC JACOBSEN GP GREENSMOWER	
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	57.70
		PROJ: E -993	EQUIPMENT			DIXON MOWER	
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	31.31
		PROJ: E -1327	EQUIPMENT			GC JD 7400 TERRAIN CUT MOWER	
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	22.91
		PROJ: E -874	EQUIPMENT			GC JOHN DEERE BUNKER RAKE	
		FILTERS, PLUGS			370 5-000-620	EQUIPMENT MAINTENANCE	27.41

I-716527/1		OIL FILTER		8.22			
1/09/2023	AP	DUE: 2/08/2023 DISC: 2/08/2023			1099: N		
		OIL FILTER			010 5-023-590	VEHICLE-EQUIP SUPPLIES	8.22
		PROJ: V -1575	VEHICLE			PD 2021 DODGE CHARGER (8473)	

I-717025/1		BRAKES		206.05			
1/10/2023	AP	DUE: 2/09/2023 DISC: 2/09/2023			1099: N		
		BRAKES			760 5-000-680	VEHICLE-PARTS	206.05
		PROJ: V -1397	VEHICLE			SW 2005 FORD SUPER DUTY	

I-717285/1		DOMESTIC STARTER		203.07			
1/11/2023	AP	DUE: 2/10/2023 DISC: 2/10/2023			1099: N		
		DOMESTIC STARTER			010 5-163-620	EQUIPMENT MAINTENANCE	203.07
		PROJ: V -1398	VEHICLE			PS 2008 FORD F-550 DUMP TRUCK	

PACKET: 04408 AO 23-02 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00590	CARTER AUTOMOTIVE WAREHOUSE (** CONTINUED **)					
=====						
I-717563/1		OIL FILTERS, OIL FILTER WRENC	26.98			
1/13/2023	AP	DUE: 2/12/2023 DISC: 2/12/2023		1099: N		
		OIL FILTERS		900 5-026-680	VEHICLE-PARTS	21.78
		PROJ: V -1246 VEHICLE			WD 2008 CHEVROLET 1/2 TON	
		OIL FILTER WRENCH		900 5-036-580	TOOLS	5.20
=====						
I-717564/1		FLASHLIGHT	33.31			
1/13/2023	AP	DUE: 2/12/2023 DISC: 2/12/2023		1099: N		
		FLASHLIGHT		800 5-030-520	DEPARTMENT SUPPLIES	33.31
=====						
I-718313-1		BATTERY TERMINAL LUG	4.39			
1/19/2023	AP	DUE: 2/18/2023 DISC: 2/18/2023		1099: N		
		BATTERY TERMINAL LUG		010 5-163-620	EQUIPMENT MAINTENANCE	4.39
=====						
I-K97952/1		AIR BRAKE FITTING	51.36			
1/09/2023	AP	DUE: 2/08/2023 DISC: 2/08/2023		1099: N		
		AIR BRAKE FITTING		010 5-163-620	EQUIPMENT MAINTENANCE	51.36
		PROJ: V -1326 VEHICLE			PS 1997 IHC 4900 DUMP TRUCK	
		=== VENDOR TOTALS ===	1,305.79			
=====						
01-01037	CITY OF COFFEYVILLE					
=====						
I-202301200657		1/23 NIEL HOTEL ADMIN FEE	259.52			
1/01/2023	AP	DUE: 1/01/2023 DISC: 1/01/2023		1099: N		
		1/23 NIEL HOTEL ADMIN FEE		570 5-000-424	CONTRACTUAL AGREEMENTS	259.52
		=== VENDOR TOTALS ===	259.52			
=====						
01-01040	CITY OF COFFEYVILLE					
=====						
I-202301190646		PUMP HOUSES	17,926.46			
12/30/2022	AP	DUE: 1/29/2023 DISC: 1/29/2023		1099: N		
		RIVER ROAD PUMP HOUSE		900 5-036-494	UTILITIES	16,740.81
		PFISTER PARK PUMP HOUSE		900 5-036-494	UTILITIES	818.91
		SOUTHERN HILLS TOWER		720 5-000-494	UTILITIES	91.76
		NEW GENERATION		800 5-030-494	UTILITIES	274.98
		=== VENDOR TOTALS ===	17,926.46			
=====						
01-01146	CITY OF DEARING					
=====						
I-202301200660		12/22 FRANCHISE FEE	93.65			
12/31/2022	AP	DUE: 1/30/2023 DISC: 1/30/2023		1099: N		
		12/22 FRANCHISE FEE		800 5-020-430	DEARING FRANCHISE PAYMEN	93.65
		=== VENDOR TOTALS ===	93.65			

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00770	COFFEYVILLE AREA CHAMBER OF CO					
I-2503		ANNUAL CHAMBER DINNER	300.00			
1/13/2023	AP	DUE: 2/12/2023 DISC: 2/12/2023		1099: N		
		ANNUAL CHAMBER DINNER		010 5-012-521	SPECIAL EVENTS	300.00
=== VENDOR TOTALS ===			300.00			
=====						
01-01000	COFFEYVILLE REGIONAL MEDICAL C					
I-202301200656		1/23 SALES TAX DISTRIBUTION	87,055.39			
1/01/2023	AP	DUE: 1/31/2023 DISC: 1/31/2023		1099: N		
		1/23 SALES TAX DISTRIBUTION		560 5-000-424	CONTRACTUAL AGREEMENTS	87,055.39
I-M062263		INMATE ER SERVICES 05-9083	317.60			
2/17/2022	AP	DUE: 3/19/2022 DISC: 3/19/2022		1099: N		
		INMATE SERVICES 05-9083		010 5-023-478	PROFESSIONAL SERVICES	317.60
STUB COMMENTS: REMITTED @ MEDICAID RATES						
I-M087474		INMATE ER SERVICES 22-13711	37.14			
12/05/2022	AP	DUE: 1/04/2023 DISC: 1/04/2023		1099: N		
		INMATE ER SERVICES 22-13711		010 5-023-478	PROFESSIONAL SERVICES	37.14
STUB COMMENTS: REMITTED @ MEDICAID RATES						
I-M117891		INMATE ER SERVICES 22-4362	56.59			
4/24/2022	AP	DUE: 5/24/2022 DISC: 5/24/2022		1099: N		
		INMATE ER SERVICES 22-4362		010 5-023-478	PROFESSIONAL SERVICES	56.59
STUB COMMENTS: REMITTED @ MEDICAID RATES						
I-M119321		INMATE ER SERVICES 22-11448	37.14			
10/09/2022	AP	DUE: 11/08/2022 DISC: 11/08/2022		1099: N		
		INMATE ER SERVICES 22-11448		010 5-023-478	PROFESSIONAL SERVICES	37.14
STUB COMMENTS: REMITTED @ MEDICAID RATES						
I-M121188		INMATE ER SERVICES 22-11635	76.89			
10/14/2022	AP	DUE: 11/13/2022 DISC: 11/13/2022		1099: N		
		INMATE ER SERVICES 22-11635		010 5-023-478	PROFESSIONAL SERVICES	76.89
STUB COMMENTS: REMITTED @ MEDICAID RATES						
=== VENDOR TOTALS ===			87,580.75			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-52127	COGENT COMMUNICATIONS, INC.					
=====						
I-202301190648		1/23 INTERNET SERVICE	2,914.00			
1/01/2023	AP	DUE: 1/01/2023 DISC: 1/01/2023		1099: N		
		1/23 INTERNET SERVICE		720 5-000-448	EQUIPMENT-RENTAL/SERVICE	2,914.00
=== VENDOR TOTALS ===			2,914.00			
=====						
01-52347	CORE & MAIN LP					
=====						
I-R232793		1" BACKFLOW PREVENTERS	1,050.00			
1/06/2023	AP	DUE: 1/06/2023 DISC: 1/06/2023		1099: N		
		1" BACKFLOW PREVENTERS		900 5-026-840	METERS/INSTR/TRANFRMRS	1,050.00
=====						
I-S105747		METER PIT, ADAPTER RINGS, LID	1,158.50			
1/16/2023	AP	DUE: 1/16/2023 DISC: 1/16/2023		1099: N		
		METER PIT, ADAPTER RINGS, LIDS		900 5-026-840	METERS/INSTR/TRANFRMRS	1,158.50
=====						
I-S161241		3/4" COMPRESSION COUPLINGS	230.20			
1/06/2023	AP	DUE: 1/06/2023 DISC: 1/06/2023		1099: N		
		3/4" COMPRESSION COUPLINGS		900 5-026-555	PLUMBING SUPPLIES	230.20
=====						
I-S161242		REPAIR CLAMPS X 4	5,538.72			
1/06/2023	AP	DUE: 1/06/2023 DISC: 1/06/2023		1099: N		
		REPAIR CLAMPS X 4		900 5-026-555	PLUMBING SUPPLIES	5,538.72
=====						
I-S176011		6" HYMAX CLAMPS X 2	1,067.10			
1/11/2023	AP	DUE: 1/11/2023 DISC: 1/11/2023		1099: N		
		6" HYMAX CLAMPS X 2		900 5-026-555	PLUMBING SUPPLIES	1,067.10
=== VENDOR TOTALS ===			9,044.52			
=====						
01-52448	CREATIVE PRODUCT SOURCING, INC					
=====						
I-150104		D.A.R.E. SHIRTS X 260	1,997.05			
1/06/2023	AP	DUE: 1/06/2023 DISC: 1/06/2023		1099: N		
		D.A.R.E. SHIRTS X 260		110 5-023-520	DEPARTMENT SUPPLIES	1,997.05
=== VENDOR TOTALS ===			1,997.05			
=====						
01-52514	CROSS DISCIPLINE ENGINEERING L					
=====						
I-1205		PAY #5-NIP SUBSTATION UPGRADE	19,644.00			
1/11/2023	AP	DUE: 1/11/2023 DISC: 1/11/2023		1099: N		
		PAY #5-NIP SUBSTATION UPGRADE		810 5-020-478	PROFESSIONAL SERVICES	19,644.00
		PROJ: ELE-NIP ELECTRIC PROJECTS			NIP STATION UPGRADE	
=== VENDOR TOTALS ===			19,644.00			

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-----ID-----		GROSS		P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-52572	CRYSTAL LAKE FISHERIES, INC.					
=====						
I-19639		RAINBOW TROUT X 440 LBS	2,750.00			
1/09/2023	AP	DUE: 1/09/2023 DISC: 1/09/2023		1099: N		
		RAINBOW TROUT X 440 LBS		760 5-000-520	DEPARTMENT SUPPLIES	2,750.00
=== VENDOR TOTALS ===			2,750.00			
=====						
01-52884	DELTA DENTAL OF KANSAS, INC.					
=====						
I-1003729202212		12/22 DENTAL PREMIUMS	696.90			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		12/22 DENTAL PREMIUMS		350 5-716-310	HEALTH INSURANCE	696.90
=== VENDOR TOTALS ===			696.90			
=====						
01-01175	DIGITAL CONNECTIONS, INC.					
=====						
I-59355		ED, PP MAINT AGRMNT, COPIES	82.48			
1/05/2023	AP	DUE: 2/04/2023 DISC: 2/04/2023		1099: N		
		PP MAINT AGREEMENT, COPIES		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	48.71
		ED MAINT AGREEMENT, COPIES		800 5-020-448	EQUIPMENT-RENTAL/SERVICE	33.77
=====						
I-59390		ED, PP MAINT AGRMENT, COPIES	70.13			
1/09/2023	AP	DUE: 2/08/2023 DISC: 2/08/2023		1099: N		
		ED, PP MAINT AGRMENT, COPIES		800 5-020-448	EQUIPMENT-RENTAL/SERVICE	27.96
		ED, PP MAINT AGRMENT, COPIES		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	42.17
=====						
I-59414		PD MAINT AGREEMENT, COPIES	36.55			
1/12/2023	AP	DUE: 2/11/2023 DISC: 2/11/2023		1099: N		
		PD MAINT AGREEMENT, COPIES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	36.55
=== VENDOR TOTALS ===			189.16			
=====						
01-01313	ERIC EAGLE					
=====						
I-202301190649		SCADA MTG - INDEPENDENCE	10.00			
1/17/2023	AP	DUE: 1/17/2023 DISC: 1/17/2023		1099: N		
		SCADA MTG - INDEPENDENCE		900 5-036-490	TRAVEL EXPENSE REIMBURSE	10.00
=== VENDOR TOTALS ===			10.00			
=====						
01-53435	FASTENAL COMPANY					
=====						
I-KSCOF110696		COUPLINGS	86.01			
1/05/2023	AP	DUE: 2/04/2023 DISC: 2/04/2023		1099: N		
		COUPLINGS		800 5-030-520	DEPARTMENT SUPPLIES	86.01

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-53435	FASTENAL COMPANY	(** CONTINUED **)				
=====						
I-KSCOF110753		HEX NUTS X 60, HEX SCREW X 10	19.66			
1/11/2023	AP	DUE: 2/10/2023 DISC: 2/10/2023		1099: N		
		HEX NUTS X 60, HEX SCREW X 100		010 5-163-520	DEPARTMENT SUPPLIES	19.66
=== VENDOR TOTALS ===			105.67			
=====						
01-50174	FLEET FUELS					
=====						
I-81542		DECEMBER 2022 FUEL	60.33			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DECEMBER 2022 FUEL		010 5-045-545	MOTOR FUELS/LUBRICANTS	60.33
=====						
I-81546		DECEMBER 2022 FUEL	2,119.05			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DECEMBER 2022 FUEL		900 5-026-545	MOTOR FUELS/LUBRICANTS	2,119.05
=====						
I-81549		DECEMBER 2022 FUEL	3,175.13			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DECEMBER 2022 FUEL		800 5-020-545	MOTOR FUELS/LUBRICANTS	3,175.13
=====						
I-81551		DECEMBER 2022 FUEL	4,098.62			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DECEMBER 2022 FUEL		010 5-023-545	MOTOR FUELS/LUBRICANTS	4,098.62
=====						
I-81553		DECEMBER 2022 FUEL	4,754.04			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DECEMBER 2022 FUEL		010 5-163-545	MOTOR FUELS/LUBRICANTS	4,754.04
=====						
I-81555		DECEMBER 2022 FUEL	432.75			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DECEMBER 2022 FUEL		760 5-000-545	MOTOR FUELS/LUBRICANTS	432.75
=====						
I-81673		DECEMBER 2022 FUEL	257.34			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DECEMBER 2022 FUEL		360 5-000-545	MOTOR FUELS/LUBRICANTS	257.34
=====						
I-81676		DECEMBER 2022 FUEL	1,044.77			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DECEMBER 2022 FUEL		010 5-041-545	MOTOR FUELS/LUBRICANTS	1,044.77
=====						
I-81696		DECEMBER 2022 FUEL	220.83			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DECEMBER 2022 FUEL		900 5-037-545	MOTOR FUELS/LUBRICANTS	220.83
=====						
I-81699		DECEMBER 2022 FUEL	248.32			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DECEMBER 2022 FUEL		900 5-036-545	MOTOR FUELS/LUBRICANTS	248.32

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-50174	FLEET FUELS	(** CONTINUED **)				
I-81766		DECEMBER 2022 FUEL	80.48			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DECEMBER 2022 FUEL		010 5-131-545	MOTOR FUELS/LUBRICANTS	80.48
I-81770		DECEMBER 2022 FUEL	213.02			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DECEMBER 2022 FUEL		800 5-040-545	MOTOR FUELS/LUBRICANTS	213.02
I-81771		DECEMBER 2022 FUEL	522.32			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DECEMBER 2022 FUEL		800 5-030-545	MOTOR FUELS/LUBRICANTS	522.32
I-81844		DECEMBER 2022 FUEL	697.44			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DECEMBER 2022 FUEL		900 5-027-545	MOTOR FUELS/LUBRICANTS	697.44
I-82048		DECEMBER 2022 FUEL	68.04			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DECEMBER 2022 FUEL		010 5-071-545	MOTOR FUELS/LUBRICANTS	68.04
I-82268		DECEMBER 2022 FUEL	159.48			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DECEMBER 2022 FUEL		720 5-000-545	MOTOR FUELS/LUBRICANTS	159.48
I-82305		DECEMBER 2022 FUEL	74.90			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DECEMBER 2022 FUEL		010 5-017-545	MOTOR FUELS/LUBRICANTS	74.90
=== VENDOR TOTALS ===			18,226.86			
=====						
01-01410	FOUR STATE MAINTENANCE SUPPLY,					
I-650838		WIPES	97.40			
1/13/2023	AP	DUE: 2/12/2023 DISC: 2/12/2023		1099: N		
		WIPES		900 5-026-520	DEPARTMENT SUPPLIES	97.40
I-650990		TISSUE, TOWEL, URINAL SCREEN	205.92			
1/18/2023	AP	DUE: 2/17/2023 DISC: 2/17/2023		1099: N		
		TISSUE, TOWEL, URINAL SCREEN		010 5-163-520	DEPARTMENT SUPPLIES	205.92
I-651008		WIPES, BOWL CLEANER, GLOVES	60.26			
1/18/2023	AP	DUE: 2/17/2023 DISC: 2/17/2023		1099: N		
		WIPES, BOWL CLEANER, GLOVES		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	60.26
=== VENDOR TOTALS ===			363.58			

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-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-53743	G & G DOZER LLC						
I-15623		40 YD - 1211 W 9TH	450.00				
12/30/2022	AP	DUE: 1/29/2023 DISC: 1/29/2023		1099: Y			
		40 YD - 1211 W 9TH		700 5-000-424	CONTRACTUAL AGREEMENTS	450.00	
		=== VENDOR TOTALS ===	450.00				
=====							
01-01500	GARY'S CUSTOM AWARDS & SPORTS						
I-0064368		CHAMPIONSHIP BOARD NAME PLAQU	18.00				
1/18/2023	AP	DUE: 2/17/2023 DISC: 2/17/2023		1099: N			
		CHAMPIONSHIP BOARD NAME PLAQUE		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	18.00	
		=== VENDOR TOTALS ===	18.00				
=====							
01-54017	GRAND RIVER DAM AUTHORITY						
I-64,204		12/22 POWER PURCHASE	3,935,044.79				
12/31/2022	AP	DRAFT 1/24/2023		1099: N			
		12/22 POWER PURCHASE-MESSER		800 5-070-538	ENERGY-PURCHASE FIRM	3,033,545.25	
		12/22 PCA COST RECOVERY-MESSER		800 5-070-538	ENERGY-PURCHASE FIRM	32,195.53	
		12/22 PCA COST RECOVERY INTRST		800 5-070-538	ENERGY-PURCHASE FIRM	8,692.80	
		12/22 PCA COST RECOVERY-CRNF		800 5-070-538	ENERGY-PURCHASE FIRM	38,676.09	
		12/22 PCA COST RECOVERY INTRST		800 5-070-538	ENERGY-PURCHASE FIRM	10,442.54	
		12/22 POWER PURCHASE-CITY		800 5-030-538	ENERGY-PURCHASE FIRM	790,838.26	
		12/22 COST RECOVERY-CITY		800 5-030-538	ENERGY-PURCHASE FIRM	22,706.16	
		12/22 COST RECOVERY INTRST		800 5-030-538	ENERGY-PURCHASE FIRM	6,130.66	
		12/22 MARGINAL GROWTH		840 4-180-213	GRDA MARGINAL GROWTH CRE	8,197.50CR	
		WIRE FEE		800 5-030-478	PROFESSIONAL SERVICES	15.00	
		=== VENDOR TOTALS ===	3,935,044.79				
=====							
01-54030	GRAPHIC CONTROLS ACQUISITION C						
I-2100868		CHART RECORDING PAPER - SUBS	323.80				
12/30/2022	AP	DUE: 1/29/2023 DISC: 1/29/2023		1099: N			
		CHART RECORDING PAPER - SUBS		800 5-020-520	DEPARTMENT SUPPLIES	323.80	
		=== VENDOR TOTALS ===	323.80				
=====							
01-54103	GREEN COUNTRY EMERGENCY PHYS G						
I-4576600		INMATE ER SERVICES 22-12733	90.35				
11/10/2022	AP	DUE: 11/10/2022 DISC: 11/10/2022		1099: Y			
		INMATE ER SERVICES 22-12733		010 5-023-478	PROFESSIONAL SERVICES	90.35	
		STUB COMMENTS: REMITTED @ MEDICAID RATES					

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-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-54103	GREEN COUNTRY	EMERGENCY PHYS G(** CONTINUED **)					
=====							
I-4678980		INMATE ER SERVICES 22-14042	100.76				
12/15/2022	AP	DUE: 12/15/2022 DISC: 12/15/2022		1099: Y			
		INMATE ER SERVICES 22-14042		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	100.76	
=====							
STUB COMMENTS: REMITTED @ MEDICAID RATES							
=====							
=== VENDOR TOTALS ===			191.11				
=====							
01-54160	HACH COMPANY						
=====							
I-13416659		SPECTROPHOTOMETER	1,509.50				
1/04/2023	AP	DUE: 2/03/2023 DISC: 2/03/2023		1099: N			
		SPECTROPHOTOMETER		900 5-036-620	EQUIPMENT MAINTENANCE	1,509.50	
=====							
=== VENDOR TOTALS ===			1,509.50				
=====							
01-01680	HALL, LEVY, DEVORE, BELL,						
=====							
I-202301190650		12/22 LEGAL SERVICES	3,200.00				
12/31/2022	AP	DUE: 1/30/2023 DISC: 1/30/2023		1099: Y			
		12/22 LEGAL SERVICES		010 5-013-478	PROFESSIONAL SERVICES	3,200.00	
=====							
I-202301190651		12/22 CITY PROSECUTER	1,437.50				
12/31/2022	AP	DUE: 1/30/2023 DISC: 1/30/2023		1099: Y			
		12/22 CITY PROSECUTER		010 5-013-478	PROFESSIONAL SERVICES	1,437.50	
=====							
=== VENDOR TOTALS ===			4,637.50				
=====							
01-54323	HAWKINS, INC.						
=====							
I-6375226		AMMONIUM SULFATE, POLYMER	16,975.41				
1/09/2023	AP	DUE: 1/09/2023 DISC: 1/09/2023		1099: N			
		AMMONIUM SULFATE, POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	16,975.41	
=====							
=== VENDOR TOTALS ===			16,975.41				
=====							
01-01770	HILLCREST GOLF COURSE	PETTY CA					
=====							
I-146499		10 CASES OF BEER FROM BEST BE	244.90				
1/11/2023	AP	DUE: 2/10/2023 DISC: 2/10/2023		1099: N			
		10 CASES OF BEER FROM BEST BEV		370 5-000-506	BEER-GOLF COURSE	244.90	
=====							
=== VENDOR TOTALS ===			244.90				

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-54605	HUBER & ASSOCIATES, INC.					
=====						
I-CW199339		ENTERPOL MAINTENANCE	14,192.00			
1/03/2023	AP	DUE: 2/02/2023 DISC: 2/02/2023		1099: N		
		ENTERPOL MAINTENANCE		510 5-000-448	EQUIPMENT-RENTAL/SERVICE	3,546.00
		ENTERPOL MAINTENANCE		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	10,646.00
=== VENDOR TOTALS ===			14,192.00			
=====						
01-54630	HUGO'S INDUSTRIAL SUPPLY, INC.					
=====						
I-292366		DVD SLEEVES, COPY PAPER, TONE	610.28			
1/03/2023	AP	DUE: 2/02/2023 DISC: 2/02/2023		1099: N		
		DVD SLEEVES, COPY PAPER, TONER		010 5-023-550	OFFICE SUPPLIES	610.28
=====						
I-292882		GLOVES, TISSUE, TOWELS, TRASH	583.62			
1/12/2023	AP	DUE: 2/11/2023 DISC: 2/11/2023		1099: N		
		GLOVES, TISSUE, TOWELS, TRASH		010 5-023-520	DEPARTMENT SUPPLIES	583.62
=== VENDOR TOTALS ===			1,193.90			
=====						
01-54685	IBT, INC.					
=====						
I-8141930		LEATHER GLOVES	149.60			
1/06/2023	AP	DUE: 2/05/2023 DISC: 2/05/2023		1099: N		
		LEATHER GLOVES		900 5-037-515	CLOTHING	149.60
=== VENDOR TOTALS ===			149.60			
=====						
01-55177	JACKSON LEWIS P.C.					
=====						
I-8169429		12/22 LEGAL SERVICES	2,310.00			
1/09/2023	AP	DUE: 1/09/2023 DISC: 1/09/2023		1099: Y		
		12/22 LEGAL SERVICES		010 5-013-478	PROFESSIONAL SERVICES	2,310.00
=== VENDOR TOTALS ===			2,310.00			
=====						
01-55140	JCI INDUSTRIES, INC.					
=====						
I-8245474		PUMP RING, SEAL	217.79			
1/04/2023	AP	DUE: 2/03/2023 DISC: 2/03/2023		1099: N		
		PUMP RING, SEAL		900 5-037-620	EQUIPMENT MAINTENANCE	217.79
=== VENDOR TOTALS ===			217.79			

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00400	JIM BRADSHAW					
I-202301190652		SCADA MTG - INDEPENDENCE	10.00			
1/17/2023	AP	DUE: 2/16/2023 DISC: 2/16/2023		1099: N		
		SCADA MTG - INDEPENDENCE		900 5-036-490	TRAVEL EXPENSE REIMBURSE	10.00
=== VENDOR TOTALS ===			10.00			
=====						
01-55237	JOHN DEERE COFFEYVILLE WORKS					
I-202301200663		STATE SALES TAX REFUND 45-745	21,595.36			
1/20/2023	AP	DUE: 1/20/2023 DISC: 1/20/2023		1099: N		
		STATE SALES TAX REFUND 45-7451		210 5-000-485	REFUNDS	21,595.36
STUB COMMENTS: ATTENTION: MITCHELL TALLON						
=== VENDOR TOTALS ===			21,595.36			
=====						
01-55300	KANSAS ASSOCIATION OF CITY/COU					
I-764		2023 DUES - S.RICHARDSON	200.00			
1/09/2023	AP	DUE: 2/08/2023 DISC: 2/08/2023		1099: N		
		2023 DUES - S.RICHARDSON		010 5-014-444	DUES/SUBSCRIPTION/PUBLIC	200.00
=== VENDOR TOTALS ===			200.00			
=====						
01-55600	KANSAS DEPARTMENT OF HEALTH &					
I-202301200661		ANNUAL WASTEWATER PERMIT	320.00			
1/11/2023	AP	DUE: 2/10/2023 DISC: 2/10/2023		1099: N		
		ANNUAL WASTEWATER PERMIT		900 5-036-486	TAXES, LICENSES, PERMITS	320.00
=== VENDOR TOTALS ===			320.00			
=====						
01-55572	KANSAS DEPARTMENT OF HEALTH AN					
I-59967		4TH QTR 2022 LAB TESTS	995.00			
1/04/2023	AP	DUE: 1/04/2023 DISC: 1/04/2023		1099: N		
		4TH QTR 2022 LAB TESTS		900 5-036-478	PROFESSIONAL SERVICES	995.00
=== VENDOR TOTALS ===			995.00			

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-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-55607	KANSAS DEPARTMENT OF HEALTH AN						
=====							
I-3R98-GHE8-WFB		FUEL TANK STORAGE LATE FEE	50.00				
1/01/2023	AP	DUE: 1/01/2023 DISC: 1/01/2023		1099: N			
		FUEL TANK STORAGE LATE FEE		800 5-030-486	TAXES, LICENSES, PERMITS	50.00	
=== VENDOR TOTALS ===			50.00				
=====							
01-55670	KANSAS EMPLOYMENT SECURITY FUN						
=====							
I-660595178		4TH QTR 2022 UNEMPLOYMENT	11,654.12				
1/19/2023	AP	DRAFT 0/00/0000		1099: N			
		4TH QTR 2022 UNEMPLOYMENT		010 5-012-365	UNEMPLOYMENT COMPENSATIO	196.35	
		4TH QTR 2022 UNEMPLOYMENT		010 5-013-365	UNEMPLOYMENT COMPENSATIO	18.87	
		4TH QTR 2022 UNEMPLOYMENT		010 5-014-365	UNEMPLOYMENT COMPENSATIO	200.89	
		4TH QTR 2022 UNEMPLOYMENT		010 5-015-365	UNEMPLOYMENT COMPENSATIO	71.29	
		4TH QTR 2022 UNEMPLOYMENT		010 5-016-365	UNEMPLOYMENT COMPENSATIO	65.98	
		4TH QTR 2022 UNEMPLOYMENT		010 5-017-365	UNEMPLOYMENT COMPENSATIO	191.71	
		4TH QTR 2022 UNEMPLOYMENT		010 5-018-365	UNEMPLOYMENT COMPENSATIO	183.27	
		4TH QTR 2022 UNEMPLOYMENT		010 5-019-365	UNEMPLOYMENT COMPENSATIO	78.37	
		4TH QTR 2022 UNEMPLOYMENT		010 5-023-365	UNEMPLOYMENT COMPENSATIO	2,151.83	
		4TH QTR 2022 UNEMPLOYMENT		010 5-025-365	UNEMPLOYMENT COMPENSATIO	50.31	
		4TH QTR 2022 UNEMPLOYMENT		010 5-041-365	UNEMPLOYMENT COMPENSATIO	1,901.54	
		4TH QTR 2022 UNEMPLOYMENT		010 5-045-365	UNEMPLOYMENT COMPENSATIO	141.95	
		4TH QTR 2022 UNEMPLOYMENT		010 5-071-365	UNEMPLOYMENT COMPENSATIO	241.96	
		4TH QTR 2022 UNEMPLOYMENT		010 5-091-365	UNEMPLOYMENT COMPENSATIO	33.16	
		4TH QTR 2022 UNEMPLOYMENT		010 5-163-365	UNEMPLOYMENT COMPENSATIO	759.57	
		4TH QTR 2022 UNEMPLOYMENT		180 5-205-365	UNEMPLOYMENT COMPENSATIO	170.54	
		4TH QTR 2022 UNEMPLOYMENT		360 5-000-365	UNEMPLOYMENT COMPENSATIO	49.23	
		4TH QTR 2022 UNEMPLOYMENT		370 5-000-365	UNEMPLOYMENT COMPENSATIO	189.63	
		4TH QTR 2022 UNEMPLOYMENT		720 5-000-365	UNEMPLOYMENT COMPENSATIO	83.08	
		4TH QTR 2022 UNEMPLOYMENT		760 5-000-365	UNEMPLOYMENT COMPENSATIO	90.00	
		4TH QTR 2022 UNEMPLOYMENT		800 5-020-365	UNEMPLOYMENT COMPENSATIO	1,210.98	
		4TH QTR 2022 UNEMPLOYMENT		800 5-022-365	UNEMPLOYMENT COMPENSATIO	69.18	
		4TH QTR 2022 UNEMPLOYMENT		800 5-030-365	UNEMPLOYMENT COMPENSATIO	1,550.16	
		4TH QTR 2022 UNEMPLOYMENT		800 5-040-365	UNEMPLOYMENT COMPENSATIO	196.15	
		4TH QTR 2022 UNEMPLOYMENT		900 5-026-365	UNEMPLOYMENT COMPENSATIO	599.26	
		4TH QTR 2022 UNEMPLOYMENT		900 5-027-365	UNEMPLOYMENT COMPENSATIO	180.92	
		4TH QTR 2022 UNEMPLOYMENT		900 5-036-365	UNEMPLOYMENT COMPENSATIO	402.78	
		4TH QTR 2022 UNEMPLOYMENT		900 5-037-365	UNEMPLOYMENT COMPENSATIO	437.83	
		4TH QTR 2022 UNEMPLOYMENT		900 5-046-365	UNEMPLOYMENT COMPENSATIO	137.33	
=== VENDOR TOTALS ===			11,654.12				

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-----ID-----		GROSS		P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-55717 KANSAS IMAGING CONSULTANTS, PA						
=====						
I-ZA7LBD3		INMATE ER SERVICES 22-12735	12.96			
11/10/2022	AP	DUE: 11/10/2022 DISC: 11/10/2022		1099: Y		
		INMATE ER SERVICES 22-12735		010 5-023-478	PROFESSIONAL SERVICES	12.96
STUB COMMENTS: REMITTED @ MEDICAID RATES						
=====						
=== VENDOR TOTALS ===			12.96			
=====						
01-55745 KANSAS MAYORS ASSOCIATION						
=====						
I-4980		2023 ANNUAL DUES	50.00			
1/19/2023	AP	DUE: 1/19/2023 DISC: 1/19/2023		1099: N		
		2023 ANNUAL DUES		010 5-011-444	DUES/SUBSCRIPTION/PUBLIC	50.00
=====						
=== VENDOR TOTALS ===			50.00			
=====						
01-55749 KANSAS MUNICIPAL ENERGY AGENCY						
=====						
I-2023 AMI		2023 AMI MAINTENANCE, HOSTING	5,344.75			
1/03/2023	AP	DUE: 1/03/2023 DISC: 1/03/2023		1099: N		
		2023 AMI MAINTENANCE, HOSTING		890 5-020-840	METERS/INSTR/TRANFRMRS	2,672.38
		2023 AMI MAINTENANCE, HOSTING		910 5-652-840	METERS/INSTR/TRANFRMRS	2,672.37
=====						
=== VENDOR TOTALS ===			5,344.75			
=====						
01-55810 KANSAS ONE-CALL SYSTEM, INC.						
=====						
I-2120198		12/2022 LOCATE FEES	150.00			
12/31/2022	AP	DUE: 1/30/2023 DISC: 1/30/2023		1099: N		
		12/2022 LOCATE FEES		800 5-020-478	PROFESSIONAL SERVICES	75.00
		12/2022 LOCATE FEES		900 5-026-478	PROFESSIONAL SERVICES	37.50
		12/2022 LOCATE FEES		900 5-027-478	PROFESSIONAL SERVICES	37.50
=====						
=== VENDOR TOTALS ===			150.00			
=====						
01-55740 KMGA GAS SUPPLY OPERATING FUND						
=====						
I-KMGA-CO-2022-12		12/22 ACTUAL GAS CHARGES	276,930.85			
1/06/2023	AP	DUE: 2/05/2023 DISC: 2/05/2023		1099: N		
		12/22 ACTUAL GAS CHARGES		800 5-030-535	FUEL-GAS PURCHASE	276,930.85
=====						
=== VENDOR TOTALS ===			276,930.85			

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=====						
01-56141	LAWSON PRODUCTS, INC.					
=====						
I-9310239186		MINI BULBS X 20	58.82			
1/06/2023	AP	DUE: 1/06/2023 DISC: 1/06/2023		1099: N		
		MINI BULBS X 20		010 5-163-520	DEPARTMENT SUPPLIES	58.82
=== VENDOR TOTALS ===			58.82			
=====						
01-56329	LEAGUE OF KANSAS MUNICIPALITIE					
=====						
I-200010531		WEBINAR - S.RICHARDSON	25.00			
1/11/2023	AP	DUE: 1/11/2023 DISC: 1/11/2023		1099: N		
		WEBINAR - S.RICHARDSON		010 5-014-428	CONFERENCES-SCHOOLS	25.00
=== VENDOR TOTALS ===			25.00			
=====						
01-56500	LOCKE SUPPLY COMPANY					
=====						
I-48431801-00		SHEET METAL - 4' X 8'	54.92			
1/09/2023	AP	DUE: 2/08/2023 DISC: 2/08/2023		1099: N		
		SHEET METAL - 4' X 8'		800 5-030-520	DEPARTMENT SUPPLIES	54.92
=== VENDOR TOTALS ===			54.92			
=====						
01-56558	MCCARTY'S OFFICE MACHINES, INC					
=====						
I-1691-1		CALENDAR, BINDER CLIPS	69.64			
1/10/2023	AP	DUE: 2/09/2023 DISC: 2/09/2023		1099: N		
		CALENDAR, BINDER CLIPS		800 5-020-550	OFFICE SUPPLIES	24.84
		CALENDAR, BINDER CLIPS		800 5-030-550	OFFICE SUPPLIES	44.80
=== VENDOR TOTALS ===			69.64			
=====						
01-56640	MCMASTER-CARR SUPPLY COMPANY					
=====						
I-90776497		CLAMPS X 4	37.91			
1/10/2023	AP	DUE: 2/09/2023 DISC: 2/09/2023		1099: N		
		CLAMPS X 4		900 5-036-520	DEPARTMENT SUPPLIES	37.91
=== VENDOR TOTALS ===			37.91			
=====						
01-56909	METRO COURIER, INC.					
=====						
I-27331		LAB TEST TO KDHE	18.73			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		LAB TEST TO KDHE		900 5-036-550	OFFICE SUPPLIES	18.73
=====						
I-27818		LAB TEST TO KDHE	36.54			
1/15/2023	AP	DUE: 1/15/2023 DISC: 1/15/2023		1099: N		
		LAB TEST TO KDHE		900 5-036-550	OFFICE SUPPLIES	36.54
=== VENDOR TOTALS ===			55.27			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-57100	MIDWEST MINERALS, LLC					
I-626602		AB3 ROCK - 6.27 TON	67.09			
12/28/2022	AP	DUE: 1/27/2023 DISC: 1/27/2023		1099: N		
		AB3 ROCK - 6.27 TON		900 5-026-565	ROCK-SAND-DIRT	67.09
I-626880		AB3 ROCK - 5.59 TON	59.81			
12/29/2022	AP	DUE: 1/28/2023 DISC: 1/28/2023		1099: N		
		AB3 ROCK - 5.59 TON		900 5-026-565	ROCK-SAND-DIRT	59.81
I-627320		AB3 ROCK - 28.18 TON	332.52			
12/30/2022	AP	DUE: 1/29/2023 DISC: 1/29/2023		1099: N		
		AB3 ROCK - 28.18 TON		010 5-163-565	ROCK-SAND-DIRT	332.52
I-627321		AB3 ROCK - 14.49 TON	155.05			
12/30/2022	AP	DUE: 1/29/2023 DISC: 1/29/2023		1099: N		
		AB3 ROCK - 14.49 TON		900 5-026-565	ROCK-SAND-DIRT	155.05
I-627753		AB3 ROCK - 37.19 TON	397.93			
1/05/2023	AP	DUE: 2/04/2023 DISC: 2/04/2023		1099: N		
		AB3 ROCK - 29.76 TON		010 5-163-565	ROCK-SAND-DIRT	318.43
		AB3 ROCK - 7.43 TON		010 5-163-565	ROCK-SAND-DIRT	79.50
I-628280		AB3 ROCK - 15.50 TON	165.85			
1/06/2023	AP	DUE: 2/05/2023 DISC: 2/05/2023		1099: N		
		AB3 ROCK - 15.50 TON		010 5-163-565	ROCK-SAND-DIRT	165.85
I-628550		AB3 ROCK - 27.54 TON	294.68			
1/09/2023	AP	DUE: 2/08/2023 DISC: 2/08/2023		1099: N		
		AB3 ROCK - 27.54 TON		010 5-163-565	ROCK-SAND-DIRT	294.68
		=== VENDOR TOTALS ===	1,472.93			
=====						
01-57270	MONTGOMERY COUNTY CLERK					
I-2023		AERIAL IMAGERY - GIS MAPPING	3,072.67			
1/12/2023	AP	DUE: 2/11/2023 DISC: 2/11/2023		1099: N		
		AERIAL IMAGERY - GIS MAPPING		010 5-071-478	PROFESSIONAL SERVICES	219.48
		AERIAL IMAGERY - GIS MAPPING		010 5-163-478	PROFESSIONAL SERVICES	219.48
		AERIAL IMAGERY - GIS MAPPING		180 5-205-478	PROFESSIONAL SERVICES	438.95
		AERIAL IMAGERY - GIS MAPPING		720 5-000-478	PROFESSIONAL SERVICES	438.95
		AERIAL IMAGERY - GIS MAPPING		770 5-000-478	PROFESSIONAL SERVICES	438.95
		AERIAL IMAGERY - GIS MAPPING		800 5-020-478	PROFESSIONAL SERVICES	438.96
		AERIAL IMAGERY - GIS MAPPING		900 5-026-478	PROFESSIONAL SERVICES	438.95
		AERIAL IMAGERY - GIS MAPPING		900 5-027-478	PROFESSIONAL SERVICES	438.95
		=== VENDOR TOTALS ===	3,072.67			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-57320	MONTGOMERY COUNTY REGISTER OF					
I-202301190653		DEED	4.00			
1/06/2023	AP	DUE: 2/05/2023 DISC: 2/05/2023		1099: N		
		DEED		180 5-205-478	PROFESSIONAL SERVICES	4.00
		PROJ: SFH-307 SELF HELP HOUSING PROGRAM			PLAN FEES	
		=== VENDOR TOTALS ===	4.00			
=====						
01-57325	MONTGOMERY COUNTY SHERIFF					
I-295		PRISONER BOARDING 17-28, 19-2	1,265.00			
1/03/2023	AP	DUE: 1/03/2023 DISC: 1/03/2023		1099: N		
		PRISONER BOARDING 17-28, 19-23		010 5-023-478	PROFESSIONAL SERVICES	1,265.00
		=== VENDOR TOTALS ===	1,265.00			
=====						
01-02610	MULLER CONSTRUCTION, INC.					
I-22646		30 YD ROLLOFF - AIRPORT	346.13			
12/21/2022	AP	DUE: 1/20/2023 DISC: 1/20/2023		1099: N		
		30 YD ROLLOFF - AIRPORT		360 5-000-610	BUILDING MAINTENANCE	346.13
		PROJ: 360-SOHANG AIRPORT PROJECTS			SOUTH HANGAR REPAIRS	
		=== VENDOR TOTALS ===	346.13			
=====						
01-57502	NIEL HOTELS LLC					
I-202301200658		1/23 CID SALES TAX	4,930.84			
1/01/2023	AP	DUE: 1/01/2023 DISC: 1/01/2023		1099: N		
		1/23 CID SALES TAX		570 5-000-424	CONTRACTUAL AGREEMENTS	4,930.84
		=== VENDOR TOTALS ===	4,930.84			
=====						
01-02720	O'REILLY AUTOMOTIVE, INC.					
C-0144-108394		RETURN BATTERY, CORE	179.92CR			
1/04/2023	AP	DUE: 1/04/2023 DISC: 1/04/2023		1099: N		
		RETURN BATTERY, CORE		010 5-023-590	VEHICLE-EQUIP SUPPLIES	179.92CR
		PROJ: V -1530 VEHICLE			PD 2019 DODGE CHARGER	
I-0144-106339		DIELECTRIC GREASE	32.83			
12/21/2022	AP	DUE: 1/20/2023 DISC: 1/20/2023		1099: N		
		DIELECTRIC GREASE		800 5-030-545	MOTOR FUELS/LUBRICANTS	32.83
I-0144-106508		DIESEL TANK CLEANER X 4	78.80			
12/22/2022	AP	DUE: 1/21/2023 DISC: 1/21/2023		1099: N		
		DIESEL TANK CLEANER X 4		800 5-020-545	MOTOR FUELS/LUBRICANTS	78.80

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02720	O'REILLY AUTOMOTIVE, INC.	(** CONTINUED **)				
I-0144-108180		SCOTCH BRITE PADS X 19	31.62			
1/03/2023	AP	DUE: 2/02/2023 DISC: 2/02/2023		1099: N		
		SCOTCH BRITE PADS X 19		800 5-030-520	DEPARTMENT SUPPLIES	31.62
I-0144-108357		BATTERY, CORE CHARGE	179.92			
1/04/2023	AP	DUE: 2/03/2023 DISC: 2/03/2023		1099: N		
		BATTERY, CORE CHARGE		010 5-023-590	VEHICLE-EQUIP SUPPLIES	179.92
		PROJ: V -1530 VEHICLE			PD 2019 DODGE CHARGER	
I-0144-108381		FUEL CAP	14.09			
1/04/2023	AP	DUE: 2/03/2023 DISC: 2/03/2023		1099: N		
		FUEL CAP		010 5-163-620	EQUIPMENT MAINTENANCE	14.09
		PROJ: V -1398 VEHICLE			PS 2008 FORD F-550 DUMP TRUCK	
I-0144-108656		SOCKET SET, WRENCH, BLASTER	69.46			
1/06/2023	AP	DUE: 2/05/2023 DISC: 2/05/2023		1099: N		
		SOCKET SET, WRENCH, BLASTER		900 5-037-580	TOOLS	69.46
I-0144-109223		WIRE TIES	16.98			
1/10/2023	AP	DUE: 2/09/2023 DISC: 2/09/2023		1099: N		
		WIRE TIES		900 5-037-520	DEPARTMENT SUPPLIES	16.98
I-0144-109342		BRAKE CALIPER	103.61			
1/11/2023	AP	DUE: 2/10/2023 DISC: 2/10/2023		1099: N		
		BRAKE CALIPER		760 5-000-680	VEHICLE-PARTS	103.61
		PROJ: V -1397 VEHICLE			SW 2005 FORD SUPER DUTY	
I-0144-109350		SPLICE CONNECTORS	9.82			
1/11/2023	AP	DUE: 2/10/2023 DISC: 2/10/2023		1099: N		
		SPLICE CONNECTORS		010 5-163-620	EQUIPMENT MAINTENANCE	9.82
I-0144-109602		BRAKE CLEANER	83.76			
1/13/2023	AP	DUE: 2/12/2023 DISC: 2/12/2023		1099: N		
		BRAKE CLEANER		010 5-163-545	MOTOR FUELS/LUBRICANTS	83.76
I-0144-109653		ENGINE PAINT	12.49			
1/13/2023	AP	DUE: 2/12/2023 DISC: 2/12/2023		1099: N		
		ENGINE PAINT		010 5-163-520	DEPARTMENT SUPPLIES	12.49
I-0144-109672		OIL FILTER	42.48			
1/13/2023	AP	DUE: 2/12/2023 DISC: 2/12/2023		1099: N		
		OIL FILTER		010 5-163-620	EQUIPMENT MAINTENANCE	42.48
		PROJ: V -1398 VEHICLE			PS 2008 FORD F-550 DUMP TRUCK	
I-0144-109864		MOTOR OIL	5.99			
1/14/2023	AP	DUE: 2/13/2023 DISC: 2/13/2023		1099: N		
		MOTOR OIL		010 5-023-590	VEHICLE-EQUIP SUPPLIES	5.99
		PROJ: V -1575 VEHICLE			PD 2021 DODGE CHARGER (8473)	

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02720	O'REILLY AUTOMOTIVE, INC. (** CONTINUED **)					
=====						
I-0144-110466		TRANSFER CASE MOTOR	171.68			
1/19/2023	AP	DUE: 2/18/2023 DISC: 2/18/2023		1099: N		
		TRANSFER CASE MOTOR		010 5-163-620	EQUIPMENT MAINTENANCE	171.68
		PROJ: V -896 VEHICLE			PS 2000 CHEVROLET TRUCK	
=== VENDOR TOTALS ===			673.61			
=====						
01-02700	O.K. ELECTRIC WORKS, INC.					
=====						
I-15827		SUMP PUMP - DI BACKUP UNIT	492.75			
1/03/2023	AP	DUE: 2/02/2023 DISC: 2/02/2023		1099: N		
		SUMP PUMP - DI BACKUP UNIT		800 5-030-620	EQUIPMENT MAINTENANCE	492.75
=====						
I-15839		REPLACEMENT HEATER MOTOR	303.26			
1/10/2023	AP	DUE: 2/09/2023 DISC: 2/09/2023		1099: N		
		REPLACEMENT HEATER MOTOR		900 5-036-610	BUILDING MAINTENANCE	303.26
=== VENDOR TOTALS ===			796.01			
=====						
01-02715	OPTIC SHOP					
=====						
I-202301200664		SAFETY GLASSES-S. FOREMAN	250.00			
12/14/2022	AP	DUE: 1/13/2023 DISC: 1/13/2023		1099: Y		
		SAFETY GLASSES-S. FOREMAN		900 5-027-570	SAFETY EQUIPMENT	250.00
=== VENDOR TOTALS ===			250.00			
=====						
01-02726	ORSCHELN FARM AND HOME					
=====						
I-202301200659		RESTITUTION CASE NO 22-13934	150.00			
1/01/2023	AP	DUE: 1/01/2023 DISC: 1/01/2023		1099: N		
		RESTITUTION CASE NO 22-13934		010 5-013-432	DEPT REIMBURSEMENT	150.00
=== VENDOR TOTALS ===			150.00			
=====						
01-58037	PACE ANALYTICAL SERVICES LLC					
=====						
I-2360175324		LAB TESTS FOR WWTP	190.05			
1/05/2023	AP	DUE: 2/04/2023 DISC: 2/04/2023		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	190.05
=====						
I-2360175331		LAB TESTS FOR WWTP	434.40			
1/05/2023	AP	DUE: 2/04/2023 DISC: 2/04/2023		1099: N		
		LAB TESTS FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	434.40
=====						
I-2360175515		LAB TESTS FOR WWTP	327.10			
1/11/2023	AP	DUE: 2/10/2023 DISC: 2/10/2023		1099: N		
		LAB TESTS FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	327.10

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-58037 PACE ANALYTICAL SERVICES LLC (** CONTINUED **)						
I-2360175918		LAB TESTS FOR WWTP	411.10			
1/18/2023	AP	DUE: 2/17/2023 DISC: 2/17/2023		1099: N		
		LAB TESTS FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	411.10
I-2360175964		LAB TESTS FOR WWTP	283.80			
1/19/2023	AP	DUE: 2/18/2023 DISC: 2/18/2023		1099: N		
		LAB TESTS FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	283.80
=== VENDOR TOTALS ===			1,646.45			
=====						
01-58153 PEAK UPTIME						
I-61833		1/23 CLOUD BACKUP & STORAGE	260.00			
1/01/2023	AP	DUE: 1/01/2023 DISC: 1/01/2023		1099: N		
		1/23 CLOUD BACKUP & STORAGE		010 5-018-424	CONTRACTUAL AGREEMENTS	260.00
=== VENDOR TOTALS ===			260.00			
=====						
01-58180 PEREGRINE CORPORATION						
I-502902		1/03 C3 LATE NOTICES X 597	353.11			
1/05/2023	AP	DUE: 1/05/2023 DISC: 1/05/2023		1099: N		
		1/03 C3 LATE NOTICES X 597		010 5-017-478	PROFESSIONAL SERVICES	353.11
I-503358		1/6 C2 BILL X 1142	676.09			
1/09/2023	AP	DUE: 1/09/2023 DISC: 1/09/2023		1099: N		
		1/6 C2 BILL X 1142		010 5-017-478	PROFESSIONAL SERVICES	676.09
I-503470		1/9 C1 LATE NOTICE X 465	328.76			
1/10/2023	AP	DUE: 1/10/2023 DISC: 1/10/2023		1099: N		
		1/9 C1 LATE NOTICE X 465		010 5-017-478	PROFESSIONAL SERVICES	328.76
=== VENDOR TOTALS ===			1,357.96			
=====						
01-58469 PRESTO-X						
I-30348962		PEST CONTROL - HGC	29.00			
1/04/2023	AP	DUE: 1/04/2023 DISC: 1/04/2023		1099: N		
		PEST CONTROL - HGC		370 5-000-424	CONTRACTUAL AGREEMENTS	29.00
I-30348963		PEST CONTROL - LIBRARY	35.00			
1/04/2023	AP	DUE: 1/04/2023 DISC: 1/04/2023		1099: N		
		PEST CONTROL - LIBRARY		020 5-140-424	CONTRACTUAL AGREEMENTS	35.00
I-30348964		PEST CONTROL - CITY HALL	88.00			
1/04/2023	AP	DUE: 1/04/2023 DISC: 1/04/2023		1099: N		
		PEST CONTROL - CITY HALL		010 5-091-424	CONTRACTUAL AGREEMENTS	88.00

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-58469	PRESTO-X	(** CONTINUED **)				
=====						
I-30348965		PEST CONTROL - EMERGENCY SVCS	87.00			
1/09/2023	AP	DUE: 1/09/2023 DISC: 1/09/2023		1099: N		
		PEST CONTROL - EMERGENCY SVCS		010 5-023-424	CONTRACTUAL AGREEMENTS	43.50
		PEST CONTROL - EMERGENCY SVCS		010 5-041-424	CONTRACTUAL AGREEMENTS	43.50
=== VENDOR TOTALS ===			239.00			
=====						
01-58475	PRIORITY DISPATCH CORPORATION					
=====						
I-SIN259729		LICENSE RENEWAL, SUPPORT	4,944.00			
1/04/2023	AP	DUE: 1/04/2023 DISC: 1/04/2023		1099: N		
		LICENSE RENEWAL, SUPPORT		510 5-000-424	CONTRACTUAL AGREEMENTS	4,944.00
=== VENDOR TOTALS ===			4,944.00			
=====						
01-58700	R & R PRODUCTS, INC.					
=====						
I-CD2742962		BEDKNIVES, BELTS BLADES, ROLL	1,272.82			
12/29/2022	AP	DUE: 1/28/2023 DISC: 1/28/2023		1099: N		
		BEDKNIFE SCREW DRIVER TOOL		370 5-000-620	EQUIPMENT MAINTENANCE	35.65
		BLADES, BEDKNIVES, BELTS		370 5-000-620	EQUIPMENT MAINTENANCE	280.80
		PROJ: E -858 EQUIPMENT			GC JD F935 FRONT MOWER	
		BLADES, BEDKNIVES, BELTS		370 5-000-620	EQUIPMENT MAINTENANCE	299.15
		PROJ: E -905 EQUIPMENT			GC JD 3235A FAIRWAY MOWER	
		BLADES, BEDKNIVES, BELTS		370 5-000-620	EQUIPMENT MAINTENANCE	130.23
		PROJ: E -1002 EQUIPMENT			GC JACOBSEN GPLEX GREENS MOWER	
		BLADES, BEDKNIVES, BELTS		370 5-000-620	EQUIPMENT MAINTENANCE	15.93
		PROJ: E -1316 EQUIPMENT			GC G-PLEX III GREENS MOWER	
		BLADES, BEDKNIVES, BELTS		370 5-000-620	EQUIPMENT MAINTENANCE	101.70
		PROJ: E -1327 EQUIPMENT			GC JD 7400 TERRAIN CUT MOWER	
		BLADES, BEDKNIVES, BELTS		370 5-000-620	EQUIPMENT MAINTENANCE	274.82
		PROJ: E -1371 EQUIPMENT			GC 2012 JACOBSEN FAIRWAY MOWER	
		BLADES, BEDKNIVES, BELTS		370 5-000-620	EQUIPMENT MAINTENANCE	134.54
		PROJ: E -1584 EQUIPMENT			GC JACOBSEN GP GREENSMOWER	
=== VENDOR TOTALS ===			1,272.82			
=====						
01-58776	RANDY HOLLAR, LLC					
=====						
I-2071		W-2'S, 1099'S, ENVELOPES	194.03			
1/15/2023	AP	DUE: 1/15/2023 DISC: 1/15/2023		1099: Y		
		W-2'S, 1099'S, ENVELOPES		010 5-016-520	DEPARTMENT SUPPLIES	69.89
		W-2'S, 1099'S, ENVELOPES		010 5-019-520	DEPARTMENT SUPPLIES	124.14
=== VENDOR TOTALS ===			194.03			

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=====						
01-58850	REPUBLIC SERVICES #376					
=====						
I-0376-000433944		12/22 RESIDENTIAL SERVICE	36,502.47			
12/25/2022	AP	DUE: 12/25/2022 DISC: 12/25/2022		1099: N		
		12/22 RESIDENTIAL SERVICE		700 5-000-478	PROFESSIONAL SERVICES	36,502.47
=== VENDOR TOTALS ===			36,502.47			
=====						
01-03217	ROGER L. GOSSARD					
=====						
I-202301200654		1/23 INDIGENT DEFENDER	1,000.00			
1/20/2023	AP	DUE: 1/20/2023 DISC: 1/20/2023		1099: Y		
		1/23 INDIGENT DEFENDER		010 5-013-478	PROFESSIONAL SERVICES	1,000.00
=== VENDOR TOTALS ===			1,000.00			
=====						
01-59163	SCHAEFFER MANUFACTURING COMPAN					
=====						
I-JX11735		MOTOR OIL	1,462.48			
1/05/2023	AP	DUE: 1/05/2023 DISC: 1/05/2023		1099: N		
		MOTOR OIL		370 5-000-545	MOTOR FUELS/LUBRICANTS	1,462.48
=== VENDOR TOTALS ===			1,462.48			
=====						
01-03385	SEK READY MIX, INC.					
=====						
I-6616		CONCRETE X 10 YRDS	1,570.00			
1/10/2023	AP	DUE: 1/10/2023 DISC: 1/10/2023		1099: N		
		HIGH EARLY CONCRETE		010 5-163-510	CEMENT & ASPHALT	1,570.00
=====						
I-6624		CONCRETE X 4.5 YDS	627.50			
1/12/2023	AP	DUE: 1/12/2023 DISC: 1/12/2023		1099: N		
		CONCRETE		010 5-163-510	CEMENT & ASPHALT	627.50
=====						
I-6629		CONCRETE X 8.5 YRDS	1,337.50			
1/13/2023	AP	DUE: 1/13/2023 DISC: 1/13/2023		1099: N		
		CONCRETE X 8.5 YRDS		010 5-163-510	CEMENT & ASPHALT	1,337.50
=== VENDOR TOTALS ===			3,535.00			
=====						
01-59035	SMC ELECTRIC SUPPLY					
=====						
I-51077614-00		CONTACT CLEANER	35.34			
12/02/2022	AP	DUE: 1/01/2023 DISC: 1/01/2023		1099: N		
		CONTACT CLEANER		800 5-030-520	DEPARTMENT SUPPLIES	35.34
=====						
I-51077777-00		TAX-INV 51077788 CONTACT CLEA	3.36			
1/09/2023	AP	DUE: 2/08/2023 DISC: 2/08/2023		1099: N		
		TAX-INV 51077788 CONTACT CLEAN		800 5-030-520	DEPARTMENT SUPPLIES	3.36

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-59035	SMC ELECTRIC SUPPLY	(** CONTINUED **)				
=====						
I-51077788-00		NON REVERSING CONTATOR	259.22			
1/09/2023	AP	DUE: 2/08/2023 DISC: 2/08/2023		1099: N		
		NON REVERSING CONTATOR		800 5-020-850	OTHER EQUIPMENT	259.22
		PROJ: ELE-NIP ELECTRIC PROJECTS			NIP STATION UPGRADE	
		=== VENDOR TOTALS ===	297.92			
=====						
01-59308	SOUTHEAST KANSAS HUMAN RESOURC					
=====						
I-2023		2023 MEMBERSHIP - A.PRYOR	40.00			
1/11/2023	AP	DUE: 2/10/2023 DISC: 2/10/2023		1099: N		
		2023 MEMBERSHIP - A.PRYOR		010 5-019-444	DUES/SUBSCRIPTION/PUBLIC	40.00
		=== VENDOR TOTALS ===	40.00			
=====						
01-59669	SOUTHERN UNIFORM AND TACTICAL,					
=====						
I-145334-1		PANTS - ADAMS, YELL, STINE	208.21			
1/17/2023	AP	DUE: 1/17/2023 DISC: 1/17/2023		1099: N		
		PANTS - ADAMS, YELL, STINE		010 5-023-515	CLOTHING	208.21
		=== VENDOR TOTALS ===	208.21			
=====						
01-59800	SOUTHWESTERN POWER ADMINISTRAT					
=====						
I-23-173		12/22 ENERGY PURCHASE	10,972.68			
1/10/2023	AP	DUE: 2/09/2023 DISC: 2/09/2023		1099: N		
		12/22 ENERGY PURCHASE		800 5-030-538	ENERGY-PURCHASE FIRM	10,972.68
		=== VENDOR TOTALS ===	10,972.68			
=====						
01-03717	STEPHENS VENDING CORPORATION					
=====						
I-66831		DISTILLED WATER, STRAWS	24.45			
1/16/2023	AP	DUE: 1/16/2023 DISC: 1/16/2023		1099: N		
		DISTILLED WATER		370 5-000-620	EQUIPMENT MAINTENANCE	19.20
		STAWS		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	5.25
=====						
I-INV66829		CHIPS, SANDWICHES, WATER	77.30			
1/12/2023	AP	DUE: 1/12/2023 DISC: 1/12/2023		1099: N		
		CHIPS, SANDWICHES		370 5-000-507	CONCESSIONS	65.30
		WATER		370 5-000-620	EQUIPMENT MAINTENANCE	12.00
		=== VENDOR TOTALS ===	101.75			

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=====						
01-02980	STEVE PRATT					
=====						
I-202301200665		GEN 2 BUS BUSS BAR REPLACEMEN	13.49			
1/10/2023	AP	DUE: 2/09/2023 DISC: 2/09/2023		1099: N		
		GEN 2 BUS BUSS BAR REPLACEMENT		800 5-020-352	MEALS - EMPLOYEE	13.49
=== VENDOR TOTALS ===			13.49			
=====						
01-03512	STEVE SMITH					
=====						
I-202301200662		SCADA MTG - INDEPENDENCE	10.00			
1/17/2023	AP	DUE: 2/16/2023 DISC: 2/16/2023		1099: N		
		SCADA MTG - INDEPENDENCE		900 5-036-490	TRAVEL EXPENSE REIMBURSE	10.00
=== VENDOR TOTALS ===			10.00			
=====						
01-60197	TANTALUS SYSTEMS, INC.					
=====						
I-27		PAY #27-AMI INSTALLATION	21,169.80			
12/29/2022	AP	DUE: 12/29/2022 DISC: 12/29/2022		1099: N		
		PAY #27-AMI INSTALLATION		910 5-652-840	METERS/INSTR/TRANFRMRS	10,584.90
		PROJ: AMI-WATER AUTOMATED METER READING			AMI - WATER METER PORTION	
		PAY #27-AMI INSTALLATION		890 5-020-840	METERS/INSTR/TRANFRMRS	10,584.90
		PROJ: AMI-ELECTRIC AUTOMATED METER READING			AMI - ELECTRIC METER PORTION	
=== VENDOR TOTALS ===			21,169.80			
=====						
01-60203	TECHNIBUS, INC.					
=====						
I-T009723		BUS DUCT REPLACEMENT - NEW GE	45,413.44			
1/12/2023	AP	DUE: 1/12/2023 DISC: 1/12/2023		1099: N		
		BUS DUCT REPLACEMENT - NEW GEN		810 5-030-620	EQUIPMENT MAINTENANCE	45,413.44
=== VENDOR TOTALS ===			45,413.44			
=====						
01-03770	THOMPSON BROTHERS SUPPLIES, IN					
=====						
I-841483		COMPRESSED HYDROGEN	134.30			
1/03/2023	AP	DUE: 2/02/2023 DISC: 2/02/2023		1099: N		
		COMPRESSED HYDROGEN		800 5-030-525	CHEMICALS/FERTILIZERS/SE	134.30
=====						
I-842016		COMPRESSED NITROGEN - SUBS	33.89			
1/11/2023	AP	DUE: 2/10/2023 DISC: 2/10/2023		1099: N		
		COMPRESSED NITROGEN - SUBS		800 5-020-525	CHEMICALS/FERTILIZERS/SE	33.89
=====						
I-842046		COMPRESSED HYDROGEN	134.30			
1/12/2023	AP	DUE: 2/11/2023 DISC: 2/11/2023		1099: N		
		COMPRESSED HYDROGEN		800 5-030-525	CHEMICALS/FERTILIZERS/SE	134.30

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03770	THOMPSON BROTHERS SUPPLIES, IN(** CONTINUED **)					
I-842207		SAFTY GLASSES X 12	71.40			
1/13/2023	AP	DUE: 2/12/2023 DISC: 2/12/2023		1099: N		
		SAFTY GLASSES X 12		900 5-026-570	SAFETY EQUIPMENT	71.40
I-RN22120092		CYLINDER RENTAL	655.63			
12/31/2022	AP	DUE: 1/30/2023 DISC: 1/30/2023		1099: N		
		CYLINDER RENTAL		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	655.63
I-RN22120093		CYLINDER RENTAL	37.50			
12/31/2022	AP	DUE: 1/30/2023 DISC: 1/30/2023		1099: N		
		CYLINDER RENTAL		010 5-163-520	DEPARTMENT SUPPLIES	37.50
I-T1 1075		COMPRESSED HYDROGEN	326.00			
1/09/2022	AP	DUE: 2/08/2022 DISC: 2/08/2022		1099: N		
		COMPRESSED HYDROGEN		800 5-030-525	CHEMICALS/FERTILIZERS/SE	326.00
		=== VENDOR TOTALS ===	1,393.02			
=====						
01-03810	TOOL SUPPLY, INC.					
I-0103153-00		SCOTCH BRITE PADS X 20	33.07			
1/03/2023	AP	DUE: 2/02/2023 DISC: 2/02/2023		1099: N		
		SCOTCH BRITE PADS X 20		800 5-030-520	DEPARTMENT SUPPLIES	33.07
I-0103181-00		HEX SCREWS, NUTS	39.16			
1/10/2023	AP	DUE: 2/09/2023 DISC: 2/09/2023		1099: N		
		HEX SCREWS, NUTS		010 5-163-520	DEPARTMENT SUPPLIES	39.16
		PROJ: V -1442 VEHICLE			PS 2001 STERLING DUMP TRUCK	
I-0103185-00		ANGLE GRINDERS, BLADE NUT	229.86			
1/11/2023	AP	DUE: 2/10/2023 DISC: 2/10/2023		1099: N		
		ANGLE GRINDERS, BLADE NUT		010 5-163-520	DEPARTMENT SUPPLIES	229.86
		=== VENDOR TOTALS ===	302.09			
=====						
01-03840	TRI-STATE ELECTRIC SUPPLY COMP					
I-1122-1006329		FLOOD LIGHTS X 2 - LECLERE PA	596.82			
1/12/2023	AP	DUE: 2/11/2023 DISC: 2/11/2023		1099: N		
		FLOOD LIGHTS X 2 - LECLERE PAR		800 5-020-572	SUPPLIES-OTHER	596.82
I-1122-1006352		ADAPTER PLATE	125.36			
1/03/2023	AP	DUE: 2/02/2023 DISC: 2/02/2023		1099: N		
		ADAPTER PLATE		800 5-020-572	SUPPLIES-OTHER	125.36
I-1122-1006353		THREADED ROD, EXTENSION RING	180.11			
1/03/2023	AP	DUE: 2/02/2023 DISC: 2/02/2023		1099: N		
		THREADED ROD, EXTENSION RING		520 5-350-805	BUILDING	180.11
		PROJ: STI-1STFL SALES TAX-CAPITAL IMPROV			1ST FLOOR IMPROVEMENTS	

PACKET: 04408 AO 23-02 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-03840	TRI-STATE ELECTRIC SUPPLY COMP(** CONTINUED **)					
I-1122-1006354		REPLACEMENT HOLE CUTTER	33.16			
1/03/2023	AP	DUE: 2/02/2023 DISC: 2/02/2023		1099: N		
		REPLACEMENT HOLE CUTTER		800 5-020-580	TOOLS	33.16
I-1122-1006375		LED EMERGENCY LIGHT - CPD	254.52			
1/10/2023	AP	DUE: 2/09/2023 DISC: 2/09/2023		1099: N		
		LED EMERGENCY LIGHT - CPD		800 5-020-572	SUPPLIES-OTHER	254.52
I-1122-1006394		TRACER WIRE	54.52			
1/10/2023	AP	DUE: 2/09/2023 DISC: 2/09/2023		1099: N		
		TRACER WIRE		900 5-026-520	DEPARTMENT SUPPLIES	54.52
=== VENDOR TOTALS ===			1,244.49			
=====						
01-60800	U.S. BANK EQUIPMENT FINANCE					
I-490979853		PLOTTER LEASE	284.80			
1/02/2023	AP	DUE: 1/02/2023 DISC: 1/02/2023		1099: N		
		PLOTTER LEASE		010 5-071-448	EQUIPMENT-RENTAL/SERVICE	284.80
I-491802054		COPIER LEASE	307.91			
1/12/2023	AP	DUE: 1/12/2023 DISC: 1/12/2023		1099: N		
		PLOTTER LEASE		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	307.91
=== VENDOR TOTALS ===			592.71			
=====						
01-60622	UMB BANK					
I-202301200666		12/22 CREDIT CARD CHARGES	11,811.40			
12/31/2022	AP	DUE: 12/31/2022 DISC: 12/31/2022		1099: N		
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-017-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-023-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-041-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		010 5-131-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		800 5-020-424	CONTRACTUAL AGREEMENTS	50.00
		DIGITAL SIGNAGE SUBSCRIPTION		800 5-030-424	CONTRACTUAL AGREEMENTS	50.00
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-026-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-027-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-036-424	CONTRACTUAL AGREEMENTS	25.00
		DIGITAL SIGNAGE SUBSCRIPTION		900 5-037-424	CONTRACTUAL AGREEMENTS	25.00
		PHONE FOR TESTING		010 5-018-845	OFFICE FURNITURE & EQUIP	60.46
		ZOOM MEETING SOFTWARE		010 5-018-424	CONTRACTUAL AGREEMENTS	16.41
		PROJ: C19-APEXP COVID-19 RESPONSE			AP EXPENSES RELATED TO COVID	
		GIS FILE MOVE ONE-TIME FEE		010 5-018-813	COMPUTER SOFTWARE	11.99
		COFFEYVILLEKS.NET DOMAIN RENEW		720 5-000-444	DUES/SUBSCRIPTION/PUBLIC	158.96
		SLING TV FOR PILOT LOUNGE		360 5-000-448	EQUIPMENT-RENTAL/SERVICE	27.93
		SLING TV FOR PRO SHOP		370 5-000-448	EQUIPMENT-RENTAL/SERVICE	27.92
		12/22 INDEED SPONSORED JOBS		010 5-023-482	PUBLIC NOTICES	455.86
		12/22 INDEED SPONSORED JOBS		010 5-023-482	PUBLIC NOTICES	515.85
		12/22 INDEED SPONSORED JOBS		010 5-023-482	PUBLIC NOTICES	510.60

PACKET: 04408 AO 23-02 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME----- DISTRIBUTION
01-60622	UMB BANK	(** CONTINUED **)			
		12/22 INDEED SPONSORED JOBS	010 5-023-482	PUBLIC NOTICES	175.86
		CH COUNTERTOPS & SAWBLADE	520 5-350-805	BUILDING	287.97
		PROJ: STI-1STFL SALES TAX-CAPITAL IMPROV		1ST FLOOR IMPROVEMENTS	
		CHRISTMAS GIFT CARD	010 5-012-521	SPECIAL EVENTS	30.00
		CHRISTMAS GIFT CARD X 2	010 5-014-521	SPECIAL EVENTS	60.00
		CHRISTMAS GIFT CARD	010 5-015-521	SPECIAL EVENTS	30.00
		CHRISTMAS GIFT CARD	010 5-016-521	SPECIAL EVENTS	30.00
		CHRISTMAS GIFT CARD X 4	010 5-017-521	SPECIAL EVENTS	120.00
		CHRISTMAS GIFT CARD X 2	010 5-018-521	SPECIAL EVENTS	60.00
		CHRISTMAS GIFT CARD	010 5-019-521	SPECIAL EVENTS	30.00
		CHRISTMAS GIFT CARD X 30	010 5-023-521	SPECIAL EVENTS	900.00
		CHRISTMAS GIFT CARD	010 5-025-521	SPECIAL EVENTS	30.00
		CHRISTMAS GIFT CARD X 19	010 5-041-521	SPECIAL EVENTS	570.00
		CHRISTMAS GIFT CARD X 3	010 5-045-521	SPECIAL EVENTS	90.00
		CHRISTMAS GIFT CARD X 3	010 5-071-521	SPECIAL EVENTS	90.00
		CHRISTMAS GIFT CARD	010 5-091-521	SPECIAL EVENTS	30.00
		CHRISTMAS GIFT CARD X 14	010 5-163-521	SPECIAL EVENTS	420.00
		CHRISTMAS GIFT CARD X 3	180 5-205-521	SPECIAL EVENTS	90.00
		CHRISTMAS GIFT CARD X 3	370 5-000-521	SPECIAL EVENTS	90.00
		CHRISTMAS GIFT CARD	720 5-000-521	SPECIAL EVENTS	30.00
		CHRISTMAS GIFT CARD X 2	760 5-000-521	SPECIAL EVENTS	60.00
		CHRISTMAS GIFT CARD X 13	800 5-020-521	SPECIAL EVENTS	390.00
		CHRISTMAS GIFT CARD	800 5-022-521	SPECIAL EVENTS	30.00
		CHRISTMAS GIFT CARD X 16	800 5-030-521	SPECIAL EVENTS	480.00
		CHRISTMAS GIFT CARD X 2	800 5-040-521	SPECIAL EVENTS	60.00
		CHRISTMAS GIFT CARD X 9	900 5-026-521	SPECIAL EVENTS	270.00
		CHRISTMAS GIFT CARD X 3	900 5-027-521	SPECIAL EVENTS	90.00
		CHRISTMAS GIFT CARD X 6	900 5-036-521	SPECIAL EVENTS	180.00
		CHRISTMAS GIFT CARD X 5	900 5-037-521	SPECIAL EVENTS	150.00
		CHRISTMAS GIFT CARD	900 5-046-521	SPECIAL EVENTS	30.00
		GIFT CARD PROCESSING FEES	010 5-131-478	PROFESSIONAL SERVICES	370.00
		2023 CCFMOA MEMBERSHIP DUES	010 5-015-444	DUES/SUBSCRIPTION/PUBLIC	125.00
		CITY HALL CHRISTMAS MEAL	010 5-012-521	SPECIAL EVENTS	10.64
		CITY HALL CHRISTMAS MEAL X2	010 5-014-521	SPECIAL EVENTS	21.28
		CITY HALL CHRISTMAS MEAL	010 5-015-521	SPECIAL EVENTS	10.64
		CITY HALL CHRISTMAS MEAL	010 5-016-521	SPECIAL EVENTS	10.64
		CITY HALL CHRISTMAS MEAL X 4	010 5-017-521	SPECIAL EVENTS	42.56
		CITY HALL CHRISTMAS MEAL X 2	010 5-018-521	SPECIAL EVENTS	21.28
		CITY HALL CHRISTMAS MEAL	010 5-019-521	SPECIAL EVENTS	10.64
		CITY HALL CHRISTMAS MEAL	720 5-000-521	SPECIAL EVENTS	10.70
		BILBY RETIREMENT-CAKE & FOOD	900 5-037-521	SPECIAL EVENTS	162.96
		BLEVINS RETIREMENT-CAKE & FOOD	360 5-000-521	SPECIAL EVENTS	139.96
		2 CLUTCHES & 2 STEEL CARABINER	010 5-041-865	SAFETY EQUIPMENT	1,541.16
		KU FIRE INSTR 1 CLASS-BRADSHAW	010 5-041-428	CONFERENCES-SCHOOLS	40.00
		CHRISTMAS MEAL-B SHIFT	010 5-041-521	SPECIAL EVENTS	66.29
		CHRISTMAS MEAL-WARD	010 5-041-521	SPECIAL EVENTS	6.54
		CHRISTMAS MEAL-A & C SHIFTS	010 5-041-521	SPECIAL EVENTS	140.24
		MILWAUKEE BATTERY CHAINSAW	010 5-041-865	SAFETY EQUIPMENT	513.56
		FACE PROTECTION - PD	010 5-023-480	S.O.T. OFFICERS	544.77
		SECUIRTY MONITORING-EVIDENCE	010 5-023-478	PROFESSIONAL SERVICES	14.99
		SECUIRTY MONITORING-ARMORY	010 5-023-478	PROFESSIONAL SERVICES	14.99

PACKET: 04408 AO 23-02 PAYABLES

VENDOR SET: 01 CITY OF COFFEYVILLE

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-60622	UMB BANK	(** CONTINUED **)				
		FUEL FOR KIA-CONCORDIA		900 5-026-545	MOTOR FUELS/LUBRICANTS	41.75
		HOTEL-CONCORDIA-LEAD&COPPER		900 5-026-490	TRAVEL EXPENSE REIMBURSE	111.23
		HOTEL-CONCORDIA-LEAD&COPPER		900 5-026-490	TRAVEL EXPENSE REIMBURSE	111.23
		HOTEL-CONCORDIA-LEAD&COPPER		900 5-036-490	TRAVEL EXPENSE REIMBURSE	111.23
		HOTEL-CONCORDIA-LEAD&COPPER		900 5-036-490	TRAVEL EXPENSE REIMBURSE	111.23
		CHRISTMAS MEALS X 6		900 5-036-521	SPECIAL EVENTS	78.43
		CHRISTMAS MEALS X 9		900 5-026-521	SPECIAL EVENTS	117.44
		INCINERATOR DOOR GASKET		010 5-025-620	EQUIPMENT MAINTENANCE	138.96
		DRUG/ALCOHOL QUERIES-CDL		010 5-163-478	PROFESSIONAL SERVICES	20.18
		DRUG/ALCOHOL QUERIES-CDL		900 5-026-478	PROFESSIONAL SERVICES	12.10
		DRUG/ALCOHOL QUERIES-CDL		760 5-000-478	PROFESSIONAL SERVICES	4.02
		DRUG/ALCOHOL QUERIES-CDL		800 5-020-478	PROFESSIONAL SERVICES	16.14
		DRUG/ALCOHOL QUERIES-CDL		900 5-027-478	PROFESSIONAL SERVICES	6.04
		DRUG/ALCOHOL QUERIES-CDL		900 5-036-478	PROFESSIONAL SERVICES	4.02
		CHIRSTMAS MEALS X 14		800 5-030-521	SPECIAL EVENTS	118.75
=== VENDOR TOTALS ===			11,811.40			
=====						
01-60850	USA BLUEBOOK					
I-221225		SULFURIC ACID, AMMONIA, CHLOR	1,716.45			
1/04/2023	AP	DUE: 2/03/2023 DISC: 2/03/2023		1099: N		
		SULFURIC ACID, AMMONIA, CHLORI		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,716.45
=== VENDOR TOTALS ===			1,716.45			
=====						
01-60918	VAN-WALL EQUIPMENT					
I-5773010		WHEELS, BOLTS	90.83			
1/04/2023	AP	DUE: 2/03/2023 DISC: 2/03/2023		1099: N		
		WHEELS, BOLTS		370 5-000-620	EQUIPMENT MAINTENANCE	90.83
		PROJ: E -858 EQUIPMENT			GC JD F935 FRONT MOWER	
=== VENDOR TOTALS ===			90.83			
=====						
01-61472	VERIZON BUSINESS					
I-07702104		1/23 B-SUB DEDICATED LINE	2,948.75			
1/10/2023	AP	DUE: 2/09/2023 DISC: 2/09/2023		1099: N		
		1/23 B-SUB DEDICATED LINE		800 5-070-416	COMMUNICATIONS	2,948.75
=== VENDOR TOTALS ===			2,948.75			

PACKET: 04408 AO 23-02 PAYABLES

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-----ID-----		GROSS		P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-61477	VERIZON WIRELESS					
=====						
I-9924268197		1/23 CELL PHONES, HOT SPOTS	1,234.28			
1/01/2023	AP	DUE: 1/01/2023 DISC: 1/01/2023		1099: N		
		CELL PHONE		010 5-014-416	COMMUNICATIONS	41.37
		CELL PHONE		010 5-015-416	COMMUNICATIONS	41.37
		CELL PHONE		010 5-019-416	COMMUNICATIONS	41.37
		CELL PHONES X 4, HOT SPOT		010 5-023-416	COMMUNICATIONS	245.50
		HOT SPOT X 2		010 5-041-416	COMMUNICATIONS	80.02
		CELL PHONE X 2		010 5-045-416	COMMUNICATIONS	92.74
		CELL PHONE		010 5-163-416	COMMUNICATIONS	24.21
		CELL PHONES X 3		180 5-205-416	COMMUNICATIONS	124.11
		PROJ: SFH-303 SELF HELP HOUSING PROGRAM			CELL PHONE	
		CELL PHONE		510 5-000-416	COMMUNICATIONS	24.21
		CELL PHONE, HOT SPOT		760 5-000-416	COMMUNICATIONS	28.62
		CELL PHONE X 2, HOT SPOT X 3		800 5-020-416	COMMUNICATIONS	149.82
		CELL PHONE		800 5-030-416	COMMUNICATIONS	41.37
		CELL PHONE		800 5-040-416	COMMUNICATIONS	41.37
		CELL PHONE X 4, HOT SPOT X 2		900 5-026-416	COMMUNICATIONS	160.01
		HOT SPOT		900 5-027-416	COMMUNICATIONS	8.40
		CELL PHONES X 2		900 5-036-416	COMMUNICATIONS	65.58
		CELL PHONE		900 5-037-416	COMMUNICATIONS	24.21
=== VENDOR TOTALS ===			1,234.28			
=====						
01-61013	VSP INSURANCE COMPANY					
=====						
I-817007687		COBRA COVERAGE-J. GRAHAM	13.78			
1/18/2023	AP	DUE: 1/18/2023 DISC: 1/18/2023		1099: N		
		COBRA COVERAGE-J. GRAHAM		350 5-716-310	HEALTH INSURANCE	13.78
=== VENDOR TOTALS ===			13.78			
=== PACKET TOTALS ===			4,644,371.20			

<u>10 Year</u>	<u>Anniversary</u>	<u>Department</u>
Tyler Hagebusch	4/16/2012	Police
Scott Lazenby	3/19/2012	Golf
Brady Smith	3/14/2012	Public Service
Bradley Yapple	7/9/2012	Electric Generation

<u>15 Year</u>		
Chris Felix	6/1/2007	IT
Justin Hanigan	12/26/2007	Police
Mike O'Connor	9/26/2007	Fire
Lucas Vargas	3/19/2012	Police

<u>20 Year</u>		
James Potter	6/24/2002	Electric Generation

<u>25 Year</u>		
Darin Daily	4/1/1997	Police
Shane George	11/10/1997	Wastewater Treatment
Jeffrey Howard	9/29/1997	Public Service
Bob Robbins	9/22/1997	Electric Generation

<u>30 Year</u>		
Pete Caresio	10/21/1992	Fire

		CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	January 24, 2023		
RESOLUTION OR ORDINANCE NUMBER	R-23-01		
AGENDA TITLE	A RESOLUTION TO IMPLEMENT A PERSONNEL MANUAL/MEMORANDUM OF AGREEMENT WITH INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL NO. 1523, EFFECTIVE JANUARY 1, 2023 THROUGH DECEMBER 31, 2023.		
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 a memorandum of agreement with the IBEW bargaining unit, establish compensation levels, and personnel manuals.		
BACKGROUND	The City has completed negotiations with the International Brotherhood of Electrical Workers AFL-CIO Local No. 1523. This agreement covers January 1, 2023 through December 31, 2023. Summary of changes to the contract are attached. Negotiations for 2024 will be scheduled for July, 2023.		
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 Contract, Summary of Changes and Execution Pages for IBEW

RESOLUTION NO. R-23-01

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE JANUARY 1, 2023 THROUGH DECEMBER 31, 2023 CITY OF COFFEYVILLE MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL NO. 1523 (IBEW).

WHEREAS, the International Brotherhood of Electrical Workers, AFL-CIO Local No. 1523 (IBEW) has reached a tentative agreement for language to the Personnel Manual/Memorandum of Agreement for the period January 1, 2023 through December 31, 2023; and

WHEREAS, both parties desire to implement the changes effective January 1, 2023.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the changes to the January 1, 2023 through December 31, 2023, 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).

ADOPTED THIS 24TH DAY OF JANUARY, 2023.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

City of Coffeyville and IBEW Local 1523 2023 Bargaining Proposals

October 19, 2022

The City proposes the following changes to the current MOU:

1. Adopt the attached wage scale (with 3% raises for all bargaining unit personnel for all employees not in step progression), effective on the first day of the first pay period after the bargaining unit has ratified the new MOU and the City Commission has adopted the changes.
2. Adopt position changes as reflected in the wage scale document.
3. Article F: Increase annual per employee contribution for the group medical plan to \$10,712.
4. Article D-8: Change the out-of-class pay bump to 3% (from current rate of 4%).
5. Article C-5(c)(5)(c): Reduce length of time a position is held open when an employee is unable to work from "twenty-four (24) months" to "twelve (12) months."
6. Article D-6: Reduce comp time accrual cap from "80 hours" to "40 hours". This cap covers both maximum accrual per year and maximum utilization per year.
7. Union Proposal 5. Add language stating "A regularly scheduled work week of four (4) consecutive days of ten (10) hours per day may be established by mutual agreement between the City and the Union."
8. The City will agree to Union Proposal 9, with the understanding that the Union will not grieve the timing or accuracy of interim overtime hours lists. This proposal calls for non-management employees represented by another union to track hours and perform clerical tasks that are not their primary duty. The City is not willing to assume any potential liability based on their work, but is willing to have them perform this function for the benefit of the IBEW-represented employees as a courtesy. With that understanding, the following language shall be added. "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."
9. Union Proposal 10. Add the following language: "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.

MEMORANDUM OF AGREEMENT

Between

CITY OF COFFEYVILLE

and

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

January 1, ~~2020~~2023 – December 31, ~~2021~~2023

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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 ~~twenty-four (24)~~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 \$9.00.

[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 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 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.

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)~~80 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 this limit is reached in any year, an employee must be paid in cash for additional accrued hours ~~or else must use some compensatory time before any additional overtime hours may be compensated in the form of compensatory time~~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

(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) 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 34% 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-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 ~~2020-2023~~ (April 1, ~~2020-2023~~ to March 31, ~~2021-2024~~) and FY ~~2021~~ (April 1, ~~2021 to March 31, 2022~~): \$~~10,712,916~~5.00 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 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.

- (a) 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.
- (c) 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-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 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

- (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 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

(a) 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. The City Commission shall determine in October or November, 2020 and again in October or November 2021, whether sufficient City funds are available to permit the City to issue a lump-sum payment equal to a percentage of the employee's base pay for each employee who has been employed in the bargaining unit for at least one year, and will award such lump-sum raises to employees in this bargaining unit on the same basis as they are awarded to non-represented employees.

(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

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.

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
Days Accrued Per Month	0.583	0.833	1.25	1.50	1.667	2.083
Days Accrued Per Year	7	10	15	18	20	25
Maximum Days of Vacation Leave that can be taken at one time	0	10	15	18	20	25
Maximum Total Days of Vacation Leave Accumulation Allowed ¹	NA	20	30	36	40	50

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).
- (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 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.
- (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 should be taken between the anniversary date after it has been fully accrued and the next anniversary date. 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.

- (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

- (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.

(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.

- (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, 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.)

- (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) *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

- (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, 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.
- (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. 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.

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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

- (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, 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 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

- (a) 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 Troublemaker-Lineman will be assigned, depending upon the work needs of the Department.
- (c) 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.
- (e) Foremen will not be required to work anyone or any equipment they believe, in their reasonable judgment, to be unsafe.

X-4 ADDITIONAL ITEMS

- (a) 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.
- (c) *Specific Modifications To Article C-5 Promotions (Bargaining Unit Promotions) as Applicable to I.B.E.W. Represented Employees:*
 - (1) 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 minutes 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) minutes 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.

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 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 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 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 Personnel Manual/Memorandum of Agreement shall become effective on January 1, 2023, and will remain in effect through December 31, 2023.

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

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.

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

CITY OF COFFEYVILLE, KANSAS:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL #1523

BY: _____
Ann Marie Vannoster, Mayor

BY: _____
Nathan Payne, Business Manager

ARTICLE EE. EXECUTION

The City of Coffeyville and the undersigned employee organization hereby agree that this FY 2023 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 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 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 2023 Personnel Manual/Memorandum of Agreement shall become effective on January 1, 2023, and remain in effect through December 31, 2023.

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

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.

In witness hereof, the parties have executed the FY 2023 Personnel Manual/Memorandum of Agreement on the 24th day of January, 2023.

CTY OF COFFEYVILLE, KANSAS:

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS AFL-CIO
(I.B.E.W.) LOCAL NO. 1523

BY _____
Ann Marie Vannoster, Mayor

BY _____
Nathan Payne, Business Manager

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM									
MEETING DATE	01/24/2023								
RESOLUTION OR ORDINANCE NUMBER	R-23-02								
AGENDA TITLE	Approve project list for the Airport Capital Improvement Plan with the FAA								
REQUESTING DEPARTMENT	Engineering Services								
PRESENTER	Thomas Osborn – Director of Engineering Services								
FISCAL INFORMATION	<table border="1"> <tr> <td>Cost as recommended:</td> <td>-</td> </tr> <tr> <td>Budget Line Item:</td> <td>N/A</td> </tr> <tr> <td>Balance Available</td> <td>N/A</td> </tr> <tr> <td>New Appropriation Required:</td> <td>☐ Yes ☒ No</td> </tr> </table>	Cost as recommended:	-	Budget Line Item:	N/A	Balance Available	N/A	New Appropriation Required:	☐ Yes ☒ No
Cost as recommended:	-								
Budget Line Item:	N/A								
Balance Available	N/A								
New Appropriation Required:	☐ Yes ☒ No								
PURPOSE	To approve the order of ACIP projects submitted to the FAA.								
BACKGROUND	Each year the FAA requests updates to the ACIP plan for the Coffeyville Municipal Airport. This CIP is simply a plan of priorities that the FAA utilizes for grant funding. By submitting the priority list we become eligible for grants beyond the entitlement funding we typically use for airport project. This does not bind the city to a time line or share of a project it simply provides a list of projects that we feel need to happen at our airport. We are still working with the FAA on issues with access to the portal that is being utilized. It sounds like this is not an uncommon problem as they are still rolling out the new system to additional states and finding additional issues. Attached is the priority list for the next 5 years and long term plans at CFV.								

SPECIAL NOTES	Runway 4-22 was removed from the FAAs eligibility due to the positioning of runway 17-35 covering the required flight pathing. It would however be eligible for state funded project.
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends approval of the ACIP plan submittal to FAA.
REFERENCE DOCUMENTS ATTACHED	Res-ACIP 2024-2028.doc; Runway 17—35 Rehab Estimate.pdf; Runway 17-35 Rehab Exhibit.pdf

RESOLUTION NO. R-23-02

**A RESOLUTION TO SUBMIT AIRPORT CAPITAL IMPROVEMENT
PROJECT DATA TO THE FAA.**

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Department of Engineering Services are here by authorized and directed to submit the Airport Capital Improvement update to the FAA.

ADOPTED THIS 24th DAY OF JANUARY, 2023.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

**COFFEYVILLE MUNICIPAL AIRPORT (CFV)
COFFEYVILLE, KANSAS**

FAA Eligible

Rehabilitate (Mill, Overlay, and Remark) the Center 75 Feet of Runway 17-35

FAA Ineligible

Rehabilitate (Crack Seal and Seal Coat) the Outer 12.5 Feet of Runway 17-35

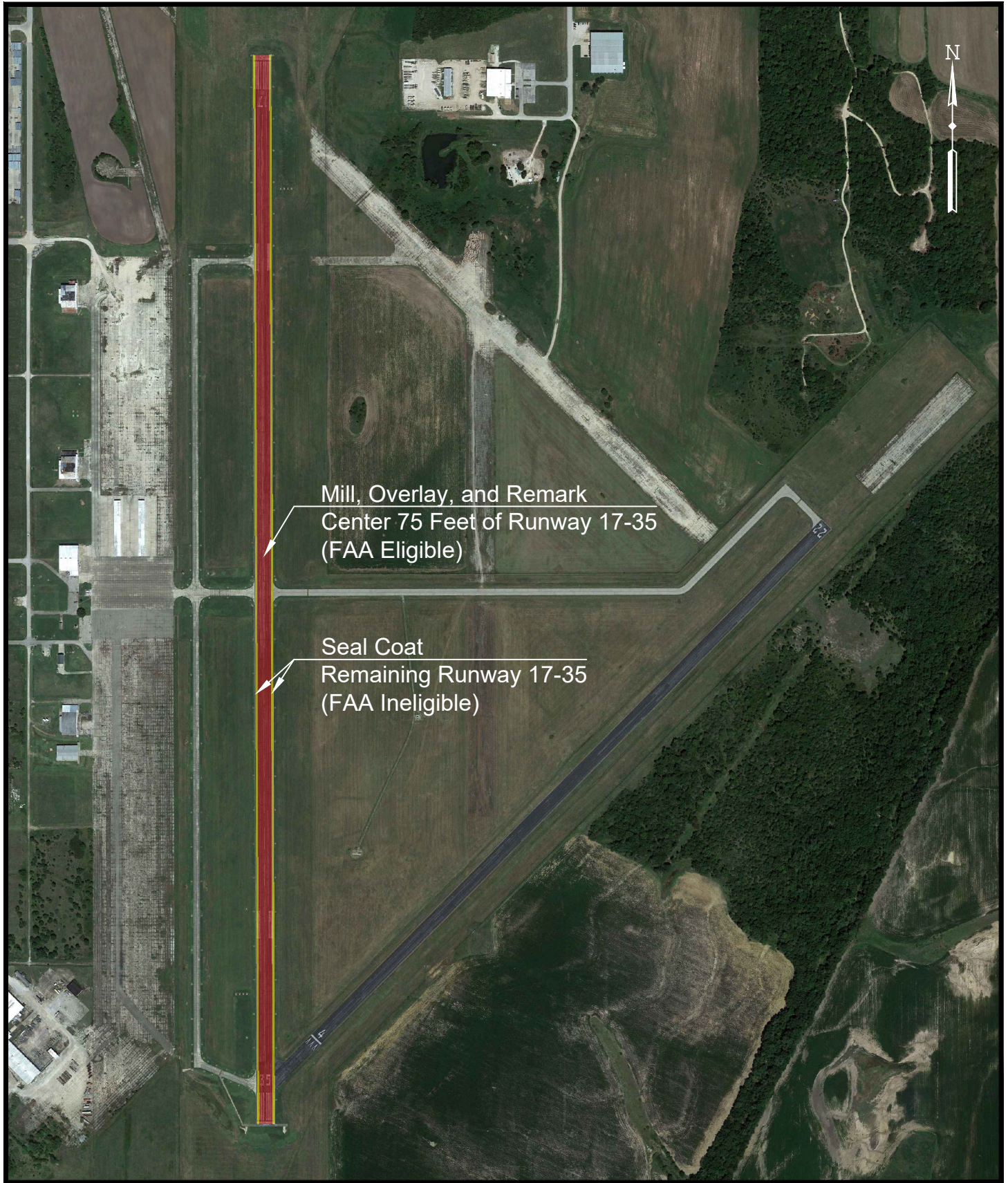
ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST

January 12, 2023

I:\AV\GEN\AIRPORTS\KANSAS\ Coffeyville (CFV)\ACIP DATA SHEETS\FY 2024\ACIP ESTIMATES\CFV FY24 Estimates.xlsx|RW 17-35 Rehab_Overlay

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	SPONSOR SHARE (10%)	FAA SHARE (90%)	TOTAL
<u>FAA Eligible</u>							
1	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 150,515.00	\$ 15,051.50	\$ 135,463.50	\$ 150,515.00
2	Temporary Marking, Lighting, and Barricades	1	L.S.	\$ 25,000.00	\$ 2,500.00	\$ 22,500.00	\$ 25,000.00
3	Clean and Seal Joints and Cracks (< 1.5")	26,500	L.F.	\$ 1.50	\$ 3,975.00	\$ 35,775.00	\$ 39,750.00
4	Cold Milling (2")	48,900	S.Y.	\$ 5.00	\$ 24,450.00	\$ 220,050.00	\$ 244,500.00
5	Bituminous Overlay (2")	5,685	Tons	\$ 150.00	\$ 85,275.00	\$ 767,475.00	\$ 852,750.00
6	Tack Coat	4,890	Gal.	\$ 5.00	\$ 2,445.00	\$ 22,005.00	\$ 24,450.00
7	Temporary Non-Reflectorized Pavement Marking (Yellow)	1,500	S.F.	\$ 2.00	\$ 300.00	\$ 2,700.00	\$ 3,000.00
8	Temporary Non-Reflectorized Pavement Marking (White)	36,000	S.F.	\$ 2.00	\$ 7,200.00	\$ 64,800.00	\$ 72,000.00
9	Reflectorized Pavement Marking (Yellow)	1,500	S.F.	\$ 2.25	\$ 337.50	\$ 3,037.50	\$ 3,375.00
10	Reflectorized Pavement Marking (White)	36,000	S.F.	\$ 2.25	\$ 8,100.00	\$ 72,900.00	\$ 81,000.00
11	Non-Reflectorized Pavement Marking (Black)	6,830	S.F.	\$ 2.00	\$ 1,366.00	\$ 12,294.00	\$ 13,660.00
CONSTRUCTION SUBTOTAL (FAA ELIGIBLE) (EST.)					\$ 151,000.00	\$ 1,359,000.00	\$ 1,510,000.00
ENGINEERING DESIGN AND CONSTRUCTION SERVICES (EST.)					\$ 25,000.00	\$ 225,000.00	\$ 250,000.00
TOTAL (FAA ELIGIBLE) (EST.)					\$ 176,000	\$ 1,584,000	\$ 1,760,000
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COST	SPONSOR SHARE (10%)	FAA SHARE (0%)	TOTAL
<u>FAA Ineligible</u>							
12	Surface Preparation, Pavement Marking Removal	12,420	S.F.	\$ 1.00	\$ 12,420.00	\$ -	\$ 12,420.00
13	Clean and Seal Joints and Cracks (< 1.5")	17,500	L.F.	\$ 1.50	\$ 26,250.00	\$ -	\$ 26,250.00
14	Asphalt Surface Treatment	16,300	S.Y.	\$ 2.00	\$ 32,600.00	\$ -	\$ 32,600.00
15	Runway Friction Testing	1	L.S.	\$ 5,230.00	\$ 5,230.00	\$ -	\$ 5,230.00
CONSTRUCTION SUBTOTAL (FAA INELIGIBLE) (EST.)					\$ 76,500.00	\$ -	\$ 76,500.00
ENGINEERING DESIGN AND CONSTRUCTION SERVICES (EST.)					\$ 20,000.00	\$ -	\$ 20,000.00
TOTAL (FAA INELIGIBLE) (EST.)					\$ 96,500	\$ -	\$ 96,500
TOTAL PROJECT COSTS (EST.)					\$ 272,500	\$ 1,584,000	\$ 1,856,500

Drawing Name: I:\AVIATION\AIRPORTS\KANSAS\COFFEYVILLE (CFV)\ACIP DATA SHEETS\FY 2024\ACIP EXHIBITS\ACAD\ACIP_Coffeyville.dwg Jan 12, 2023 - 4:33pm



LOCHNER

16105 West 113th Street | Suite 107 | Lenexa, Kansas 66219
P 816.945.5840 | www.hwlochner.com

REHABILITATE RUNWAY 17-35

DESIGNED BY

REM

CHECKED BY

MJJ

DRAWING NAME

COFFEYVILLE ACIP

SCALE

NO SCALE

PROJECT NO.

REVISION DATE

SHEET

1

ISSUE DATE

12/28/2022



CITY OF COFFEYVILLE

BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	January 24, 2023	
RESOLUTION OR ORDINANCE NUMBER	R-23-03	
AGENDA TITLE	Resolution to authorize the execution of a quitclaim deed to 1904 South Walnut to Edel Ensaldo Bustos	
REQUESTING DEPARTMENT	Planning and Zoning	
PRESENTER	Matt Conger, Director of Planning and Zoning	
FISCAL INFORMATION	Cost as recommended:	None
	Budget Line Item:	N/A
	Balance Available	N/A
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	Convey vacant lot to Mr. Ensaldo Bustos	
BACKGROUND	Mr. Ensaldo Bustos has proposed to purchase the lot at 1904 South Walnut for the County appraised value of \$880.00. His proposal, and his plan for the lot, is included in the agenda packet. The City has no anticipated use for the subject lot and selling it to Mr. Ensaldo Bustos will generate some property tax revenue and allow the City to stop maintaining this vacant lot.	
STAFF RECOMMENDATION	Approve Resolution R-23-03	
REFERENCE DOCUMENTS ATTACHED	None	

RESOLUTION NO. R-23-03

A RESOLUTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A QUITCLAIM DEED TO 1904 SOUTH WALNUT TO EDEL ENSALDO BUSTOS.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor and City Clerk be and are hereby authorized and directed to execute a quitclaim deed in order to convey the property located at 1904 South Walnut in the City of Coffeyville, Kansas, as more particularly described in the deed, to Edel Ensaldo Bustos.

Adopted this 24th day of January 2023.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

Approved as to Form:

Paul Kritz, City Attorney

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made and executed this 24th day of January, 2023, by the **City of Coffeyville, Kansas**, a municipal corporation (hereinafter referred to as “Grantor”), to **Edel Ensaldo Bustos** (hereinafter referred to as “Grantee”).

WITNESSETH, for Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor does by these presents REMISE, RELEASE, and QUIT CLAIM unto Grantee, that certain real estate located in Montgomery County, Kansas, and legally described as follows:

Lots 1 and 2, Block 1, Original City of Coffeyville, Kansas,
commonly referred to as 1904 South Walnut

IN WITNESS WHEREOF, Grantor has executed this Quit Claim Deed as of the day and year first above written.

CITY OF COFFEYVILLE, KANSAS

Attest:

by _____
Ann Marie Vannoster, Mayor

Melissa Carter, City Clerk

ACKNOWLEDGEMENT

STATE OF KANSAS
MONTGOMERY COUNTY, ss.

BE IT REMEMBERED that on this 24th day of January, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ann Marie Vannoster, Mayor, and Melissa Carter, City Clerk, who are personally known to me to be the same persons who executed the above and foregoing Quit Claim Deed on behalf of Grantor, and such persons duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My commission expires:

Proposal

1904 S Walnut St, Coffeyville KS 67337

Name: Edel Ensaldo

Address: 1507 Crescent Dr, Bartlesville OK 74006

Title: Commercial Banker @ Arvest

Date: 01/17/2023

Objective:

This document is a notification to the City of Coffeyville, Kansas in order to gain approval for residential or commercial construction on 1904 S Walnut St, Coffeyville KS 67337.

The objective is to construct a new single residential property, duplex, triplex or commercial building. What will determine the type of project that will take place will be the amount of capital I can raise for the project. My goal is to construct a single-family home or duplex but keeping all options open. I currently own the house right next door, which is 105 W Eldridge St, Coffeyville, KS 67337. This property is currently under renovation; will have new foundation, new siding, new windows, new plumbing, new electrical, new HVAC, new insulation, new sheetrock and more. This project is about 28% complete.

However, before deciding on a single residential property, duplex, triplex or commercial building. I can submit a proposal for approval if needed.

Best regards,

Edel Ensaldo

ONLY FOR USE IN COUNTIES APPROVED TO ACCEPT ONE-PART FORMS (See website information below)
KANSAS REAL ESTATE SALES VALIDATION QUESTIONNAIRE

FOR COUNTY USE ONLY:		COV# _____	CO. NO. _____	MAP _____	SEC _____	SHEET _____	QTR. _____	BLOCK _____	PARCEL _____	OWN _____
DEED	BOOK _____ PAGE _____									
RECORDING DATE ____/____/____	TYPE OF INSTRUMENT _____ CR _____ RA _____ DE _____	SPLIT ☐	MO ____	YR ____	TY ____	AMOUNT _____	S ____	V ____		
		MULTI ☐								

SELLER (Grantor)
NAME City of Coffeyville
MAILING P.O. Box 1629
CITY/ST/ZIP Coffeyville, KS 67337
PHONE NO. (620) 252-6108
email (optional) _____

BUYER (Grantee)
NAME Edel Enseldo Bustos
MAILING 1507 Crescent Dr.
CITY/ST/ZIP Bartlesville, OK 74006
PHONE NO. (918) 766-4894
email (optional) _____

IF AN AGENT SIGNS THIS FORM, BOTH BUYER AND SELLER TELEPHONE NUMBERS MUST BE ENTERED.

BRIEF LEGAL DESCRIPTION <u>Lots 1 and 2, Block 1, Original City of Coffeyville</u>	Property / Situs Address: <u>1904 South Walnut, Coffeyville, Kansas</u> Name and Mailing Address for Tax Statements <u>Edel Enseldo Bustos</u> <u>1507 Crescent Dr.</u> <u>Bartlesville, OK 74006</u>
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1. Check any special factors that apply: ☐ Sale between immediate family members: Specify the relationship: brother-in-law/sister-in-law ☐ Sale involved corporate affiliates or related entities ☐ Auction Sale (absolute auction ☐ Yes ☐ No) ☐ Short sale (amount of lien(s) exceeds sale proceeds) ☐ Transfer in lieu of foreclosure or repossession ☐ Sale involved a build-to-suit or leaseback arrangement ☐ Sale by judicial order (by a guardian, executor, conservator, administrator, or trustee of an estate) ☐ Sale involved a government agency or public utility ☐ Buyer (new owner) is a religious, charitable, or benevolent organization, school or educational association ☐ Buyer (new owner) is a financial institution, insurance company, pension fund, or mortgage corporation ☐ Sale of only a partial interest in the real estate ☐ Sale involved a trade or exchange of properties ☒ None of the above 2. Check use of property at the time of sale: <table style="width:100%;"> <tr> <td>☐ Single family residence</td> <td>☐ Agricultural land</td> </tr> <tr> <td>☐ Farm/Ranch With residence</td> <td>Mineral rights included?</td> </tr> <tr> <td>☐ Condominium unit</td> <td>☐ Yes ☐ No</td> </tr> <tr> <td>☒ Vacant land</td> <td>☐ Apartment Building</td> </tr> <tr> <td>☐ Other: (Specify) _____</td> <td>☐ Commercial/Industrial bldg.</td> </tr> </table> 3. Was the property rented or leased at the time of sale? ☐ Yes (number of years remaining on lease _____) ☐ Tenant is buyer ☒ No 4. Did the sale price include an operating business? ☐ Yes (estimated value \$ _____) ☒ No 5. Was any personal property included in the sale price (such as furniture, equipment, inventory, machinery, crops, etc.)? ☐ Yes ☒ No If yes, please describe <u>gym equipment</u> Estimated value of all personal property items included in the sale price \$ _____ If Mobile Home: Year _____ Model _____	☐ Single family residence	☐ Agricultural land	☐ Farm/Ranch With residence	Mineral rights included?	☐ Condominium unit	☐ Yes ☐ No	☒ Vacant land	☐ Apartment Building	☐ Other: (Specify) _____	☐ Commercial/Industrial bldg.	6. Were any changes made to the property since January 1st? ☐ Yes ☒ No ☐ Demolition ☐ New Construction ☐ Remodeling ☐ Additions Date completed _____ Amount \$ _____ 7. Were any delinquent property taxes paid by the buyer? Amt. \$ _____ ☐ Yes AND the amount was included in the total sale price ☐ Yes but the amount was not included in the total sale price ☒ No delinquent property taxes were included in the sale 8. Method of Financing (check all that apply): ☐ New loan(s) from a financial institution ☐ IRS 1031 Exchange ☐ Seller financing ☐ Assumption of an Existing loan(s) ☒ All cash ☐ Trade of property ☐ Not applicable 9. Was the property offered to other potential buyers? ☒ Yes: Advertised (listed, Internet, yard sign, word-of-mouth, etc.) ☐ No: Private purchase (not offered on the open market) 10. Does the buyer hold title to any adjoining property? ☒ Yes ☐ No 11. Are there any additional facts that would cause this sale to be a distressed, forced, or non-arms length exchange? ☐ Yes ☒ No If yes, please describe _____ K.S.A 79-1437g. Same; penalty for violations. Any person who shall falsify the value of real estate transferred shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$500. 12. TOTAL SALE PRICE \$ <u>880.00</u> DEED DATE <u>1</u> / <u>24</u> / <u>2023</u> 13. I have read the instructions for completing this form and certify that the above information is true and accurate. Print name <u>Ann Marie Vannoster, Mayor</u> Signature _____ ☒ Grantor (Seller) ☐ Grantee (Buyer) ☐ Agent Daytime phone number (_____) _____
☐ Single family residence	☐ Agricultural land										
☐ Farm/Ranch With residence	Mineral rights included?										
☐ Condominium unit	☐ Yes ☐ No										
☒ Vacant land	☐ Apartment Building										
☐ Other: (Specify) _____	☐ Commercial/Industrial bldg.										

INSTRUCTIONS FOR COMPLETING THE SALES VALIDATION QUESTIONNAIRE

One Part Form

- ITEM 1** Please check all boxes which pertain to the sale.
- ITEM 2** Check the box which describes the current or most recent use of the property at the time of sale. Check all boxes which are applicable if the property has multiple uses.
- ITEM 3** Check yes if the buyer assumed any long term lease(s) (more than 3 years remaining) at the time of sale. Enter the years remaining if known. Check the box if a tenant (renter or lessee) purchased the property.
- ITEM 4** Check yes if the purchase price included an operating business that may include intangible personal property such as a franchise, trade license, patent, trademark, stocks, bonds, and/or goodwill. Estimate the value of the intangibles if this was part of the purchase agreement and included in the total sale price.
- ITEM 5** Check yes if any tangible items of property were included in the sale price. If possible, provide a brief description and your estimate of all personal property included in the total sale price.
- ITEM 6** Check yes if the property characteristics changed after January 1st of the sale year. Indicate what type of major change(s) (such as demolition, new construction, remodeling, rehabilitation) took place by marking the appropriate box. Indicate the approximate date the changes took place and the approximate cost.
- ITEM 7** Check yes if any delinquent property taxes were paid by the buyer and included as part of the sale price. Do not include the estimated real estate taxes prorated for the year the property sold included as part of the typical escrow closing cost.
- ITEM 8** Check the predominate method of financing used to acquire the property. Check "Not Applicable" if money did not exchange hands.
- ITEM 9** Check yes if the property was advertised on the open market, listed with a real estate agent or broker, displayed a for sale sign, advertised in a newspaper or other publication, listed on the internet, and/or offered by word of mouth. A private sale is an exchange that was not made available to the general public or the property was not exposed on the open market.
- ITEM 10** Check yes if the buyer owns or controls the property adjoining or adjacent to the property being purchased.
- ITEM 11** Provide a brief explanation if either the buyer or seller did not act prudently, was not fully informed about the property, did not have knowledge of the local market, was poorly advised, did not use good judgment in the negotiations, was acting under duress, or was compelled to sell or buy the property out of necessity.
- ITEM 12** Provide the total sale price and date of sale. The date should be the date that either the deed or the contract for deed was signed, not the date the deed was recorded.
- ITEM 13** Please sign the questionnaire and list a daytime phone number. The county appraiser may need to make a follow up phone call to clarify unusual terms or conditions.

When a real estate sales validation questionnaire is not required due to one or more of the exemptions provided in 1-16 below, the exemption must be clearly stated on the document being filed. The Register of Deeds cannot add this information to the deed at filing.

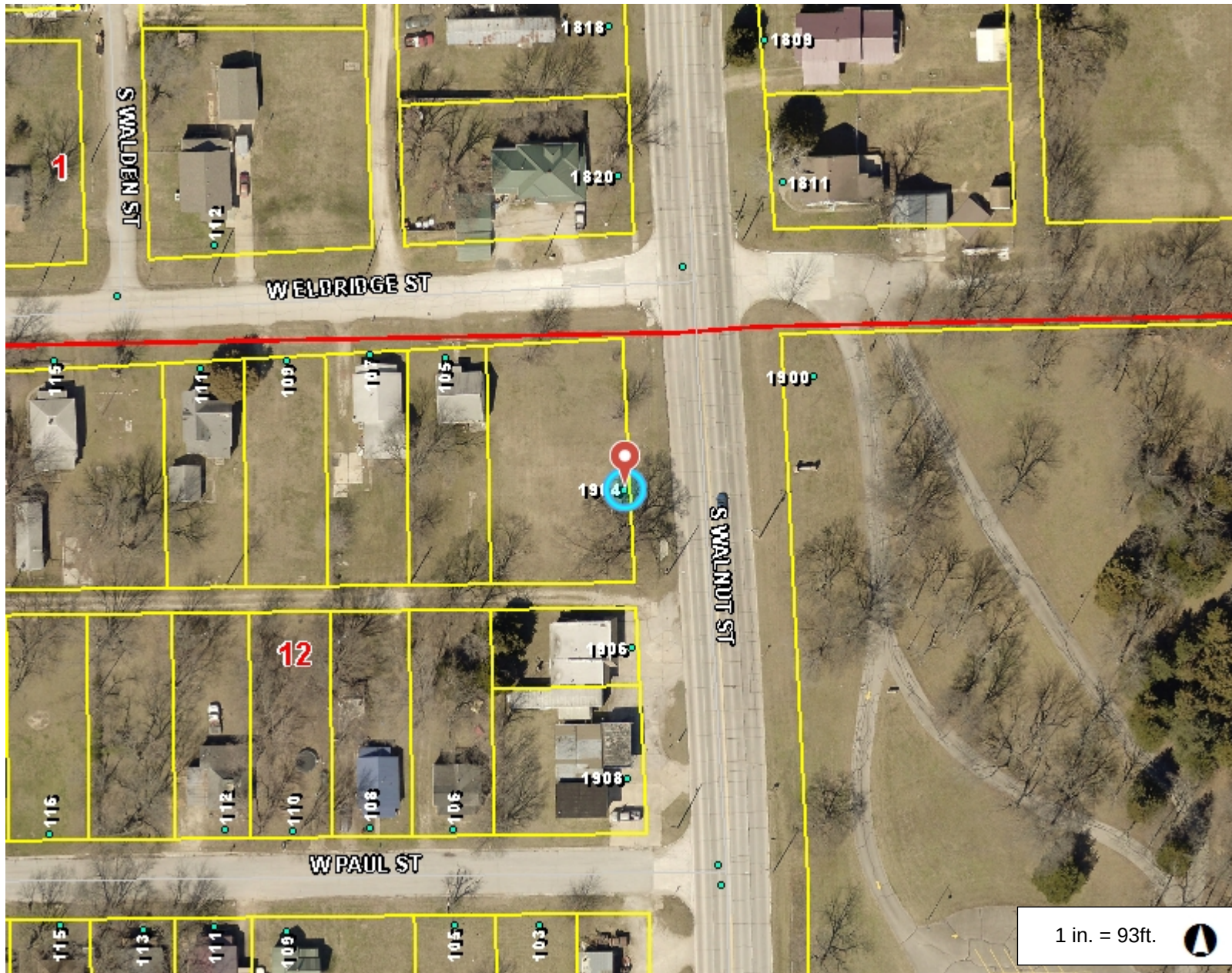
TRANSFERS OF TITLE THAT DO NOT REQUIRE A SALES VALIDATION QUESTIONNAIRE:

- (1) Recorded prior to the effective date of this act, i.e., July 1, 1991;
- (2) made solely for the purpose of securing or releasing security for a debt or other obligation;
- (3) made for the purpose of confirming, correcting, modifying or supplementing a deed previously recorded, and without additional consideration;
- (4) by way of gift, donation or contribution stated in the deed or other instruments;
- (5) to cemetery lots;
- (6) by leases and transfers of severed mineral interests;
- (7) to or from a trust, and without consideration;
- (8) resulting from a divorce settlement where one party transfers interest in property to the other;
- (9) made solely for the purpose of creating a joint tenancy or tenancy in common;
- (10) by way of a sheriff's deed;
- (11) by way of a deed which has been in escrow for longer than five years;
- (12) by way of a quit claim deed filed for the purpose of clearing title encumbrances;
- (13) when title is transferred to convey right-of-way or pursuant to eminent domain;
- (14) made by a guardian, executor, administrator, conservator or trustee of an estate pursuant to judicial order;
- (15) when title is transferred due to repossession; or
- (16) made for the purpose of releasing an equitable lien on a previously recorded affidavit of equitable interest, and without additional consideration.

- (b) When a real estate sales validation questionnaire is not required due to one or more of the exemptions provided in 1-16 above, the exemption shall be clearly stated on the document being filed.**

If you have any questions or need assistance completing this form, please call the county appraiser's office.

Coffeyville, KS



Legend

- + Railroad
- Centerline
- <all other values>
- US HWY
- Addresses
- Parcel
- Corporate Limit Line
- River
- Section

Notes

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	1/24/2023	
RESOLUTION OR ORDINANCE NUMBER	R-23-04	
AGENDA TITLE	HOUSING & COMMUNITY DEVELOPMENT PROGRAMS FROM THE 40% PORTION OF THE ½-CENT SALES TAX FOR FISCAL YEAR 2023. A. New Construction Single-Family Housing Incentive Program B. New Construction Multi-Family Housing Incentive Program C. First Time Homebuyer Incentive Program D. Senior Assistance Programs 1. Weatherization and Home Security Program for Senior Citizens and Disabled 2. Emergency Home Repair Assistance for Senior Citizens and Disabled E. USDA Programs	
REQUESTING DEPARTMENT	Housing and Community Development	
PRESENTER	Director of Housing and Community Development	
FISCAL INFORMATION	Cost as recommended:	A. \$45,000.00 New Construction Single-Family Housing Incentive Program B. \$45,000.00 New Construction Multi-Family Housing Incentive Program C. \$45,000.00 First Time Homebuyer Incentive Program D. \$31,500.00 Senior Assistance Programs E. \$15,000.00 Paint the Town Assistance Program F. \$45,000.00 USDA Programs Total: \$226,500.00
	Budget Line Item:	40% ½-cent Sales Tax Housing and Community Development –FUND 620

Item # J-4

	Balance Available	Estimated 2023 40% ½-cent Sales Tax Collection for Housing and Community Development Programs is \$226,500.00
	New Appropriation Required:	☐ Yes ☒ No

PURPOSE	A. New Construction Single-Family Housing Incentive Program The City of Coffeyville, Kansas, through its Strategic Plan, has identified the need and the actions surrounding single-family housing issues within its bounds. The City of Coffeyville has identified the fact that economic issues related to the lack of single-family properties have a large impact on the community. The New Construction Single-Family Housing Incentive Program is intended to develop and expand the local economy by promoting and encouraging development projects that enhance the City's economic base and expand job opportunities. The availability of quality single-family housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs and increases property tax base and sales tax revenues. The promotion of the single-family housing stock is a major contributing factor to the growth of the City, which in turn stimulates trade and commerce and reduces unemployment. Single-family housing development will attract and encourage business relocation and expansion since business will look to the available single-family housing stock to meet the needs of management and the work force. The well-being and economic growth of the Coffeyville community benefits all its citizens. The New Construction Single-Family Housing Incentive Program will provide three thousand dollars (\$3,000) incentive per new single-family home from the Housing and Community Development portion of the ½-cent sales tax fund to assist homeowners or speculative home developers interested in constructing new single-family homes. The yearly budget for the New Construction Single-Family Housing Incentive Program is \$45,000 per year. The Program is subject to budget restrictions, available funding and yearly City Commission approval. B. New Construction Multi-Family Housing Incentive Program The City of Coffeyville, Kansas, through its Strategic Plan, has identified the need and the actions surrounding rental housing issues within its bounds. The City of Coffeyville has identified the fact that economic issues related to the lack of rental properties have a large impact on the community. The New Construction Multi-Family Housing Incentive Program is intended to develop and expand the local economy by promoting and encouraging development projects that enhance the City's economic base and that may also diversify and expand job opportunities. The availability of quality multi-family housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs and increases property tax base and sales tax revenues. The promotion of the multi-family housing stock is a major contributing factor to the growth of the City, which in turn stimulates trade and commerce and reduces unemployment. Multi-family housing development will attract and encourage business relocation and expansion since business will look to the available multi-family housing stock to meet the needs of management and the work force. The well-
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	being and economic growth of the Coffeyville community benefits all its citizens. The New Construction Multi-Family Housing Incentive Program will provide one thousand five hundred dollars (\$1,500) incentive per new rental unit from the Housing and Community Development portion of the ½-cent sales tax fund to assist developers or investors interested in constructing new multi-family housing. The yearly budget for the New Construction Multi-Family Housing Incentive Program is \$45,000 per year. The Program is subject to budget restrictions, available funding and yearly City Commission approval. For administration purposes, the program shall not include single-family homes. C. First Time Homebuyer Incentive Program The City of Coffeyville, Kansas, through its Strategic Plan, has identified the need and the actions surrounding single-family home ownership within its bounds. The City of Coffeyville has identified the fact that economic issues related to the lack of single-family home ownership has a large impact on the community. The First Time Homebuyer Incentive Program is intended to develop and expand the local economy by promoting and encouraging home ownership that enhances the City's economic base and diversify and expand job opportunities. Home ownership encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises within the City, which in turn stimulates growth, creates jobs and increases property tax base and sales tax revenues. The promotion of home ownership is a major contributing factor to the growth of the City, which in turn stimulates trade and commerce and reduces unemployment. Home ownership will attract and encourage business relocation and expansion since business will look to a stable community that meet the needs of management and the work force. The well-being and economic growth of the Coffeyville community benefits all its citizens. The First Time Homebuyer Incentive Program will provide one thousand five hundred dollars (\$1,500) incentive from the Housing and Community Development portion of the ½-cent sales tax fund to assist qualified low- and moderate-income individuals with the purchase of their first home. The yearly budget for the First Time Homebuyer Incentive Program is \$45,000 per year. The First Time Homebuyer Incentive Program will be funded on a first come first served basis. The program is subject to budget restrictions, available funding and yearly City Commission approval. For administration purposes, the program shall only include single-family homes. D. Senior Assistance Programs
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1. Weatherization and Home Security Program for Senior Citizens and Disabled

The City of Coffeyville, Kansas, through its Strategic Plan, has identified the need and the actions surrounding senior assistance for home ownership within its bounds. The City of Coffeyville has identified the fact that economic issues related to the lack of senior assistance for home ownership has a large impact on the community. The Senior Assistance Program Weatherization and Home Security Program for Senior Citizens and Disabled is intended to develop and expand the local economy by promoting and encouraging senior and disabled home ownership that enhances the City's economic base. The promotion of senior and disabled home ownership contributes to the growth of the City, which in turn stimulates trade and commerce. Senior and disabled home ownership will address the many needs of seniors and disabled that are a significant part of the Coffeyville community. The well-being and economic growth of the Coffeyville community benefits all its citizens.

The Senior Assistance Program Weatherization and Home Security Program for Senior Citizens and Disabled will provide up to one thousand five hundred dollars (\$1,500) from the Housing and Community Development portion of the ½-cent sales tax fund to assist senior and disabled citizens reduce utility bills who are struggling.

The yearly budget for the Senior Assistance Programs for Senior Citizens and Disabled is \$31,500 per year. The Senior Assistance Programs for Senior Citizens and Disabled will be funded on a first come first served basis. The programs are subject to budget restrictions, available funding and yearly commission approval.

For administration purposes, the program shall only include single-family homes.

2. Emergency Home Repair Assistance for Senior Citizens and Disabled

The City of Coffeyville, Kansas, through its Strategic Plan, has identified the need and the actions surrounding senior assistance for home ownership within its bounds. The City of Coffeyville has identified the fact that economic issues related to the lack of senior assistance for home ownership has a large impact on the community. The Senior Assistance Program Emergency Home Repair Assistance Program for Senior Citizens and Disabled is intended to develop and expand the local economy by promoting and encouraging senior and disabled home ownership that enhances the City's economic base. The promotion of senior and disabled home ownership contributes to the growth of the City, which in turn stimulates trade and commerce. Senior and disabled home ownership will address the many needs of seniors and disabled that are a significant part of the Coffeyville community. The well-being and economic growth of the Coffeyville community benefits all its citizens.

The Senior Assistance Program Emergency Home Repair Assistance Program for Senior Citizens and Disabled will provide up to one thousand five hundred dollars (\$1,500) from the Housing and

Community Development portion of the ½-cent sales tax fund to assist senior and disabled citizens with emergency home repairs who are struggling.

The yearly budget for the Senior Assistance Programs for Senior Citizens and Disabled is \$31,500 per year. The Senior Assistance Programs for Senior Citizens and Disabled will be funded on a first come first served basis. The programs are subject to budget restrictions, available funding and yearly City Commission approval.

For administration purposes, the program shall only include single-family homes.

E. Paint the Town Assistance Program

The City of Coffeyville, Kansas, through its Strategic Plan, has identified the need and the actions surrounding homeowner assistance for low- and moderate-income residents through services emphasizing decent housing, a suitable living environment, and expanded economic opportunity.

The Paint the Town Assistance Program provides exterior painting services to residential homes in significant need of service. This opportunity is available for income-eligible individuals and households residing in the City of Coffeyville. All eligible exterior paint activities and/or relevant repairs must be on the home itself. The city of Coffeyville staff determines if the household and property are eligible based on the application, other supporting documentation, and inspections.

The Paint the Town Assistance Program for qualified Coffeyville residents will provide three hundred dollars (\$300) from the Housing and Community Development portion of the ½-cent sales tax fund to assist qualified Coffeyville residents with paint and supplies to paint their home.

The yearly budget for the Paint the Town Assistance Program for qualified Coffeyville residents is \$15,000 per year. The Paint the Town Assistance Program will be funded on a first come first served basis. The programs are subject to budget restrictions, available funding and yearly City Commission approval.

For administration purposes, the program shall only include single-family homes.

F. USDA Programs

USDA is committed to providing access for safe, decent and affordable housing for rural Kansans. The City of Coffeyville is in collaboration with the USDA Rural Development of Kansas and provide Coffeyville with the Mutual Self-Help Program. The Mutual Self-Help Housing Technical Assistance Program provides grant funding to advance homeownership in Coffeyville through the implementation of local self-help housing construction projects. The Mutual Self-Help Housing Program supports the City of Coffeyville in carrying out projects assisting groups of individuals and families with low-incomes as they

	construct their own homes. The Mutual Self-Help Program helps people who do not qualify as homeowners obtain affordable, clean, and safe homes of their own, with priority for loan assistance given to families living in substandard housing. The Mutual Self-Help Housing Program has many other benefits to Coffeyville, such as stimulating the local economy, providing job training and instilling a deep sense of community. The Mutual Self-Help Program also provides families with affordable home ownership with minimal out-of-pocket expense; teaches construction skills; instills pride and a sense of ownership; and families work together for a common goal to build strong communities. With the assistance from the USDA Rural Development Mutual Self-Help Housing Program, the City of Coffeyville will coordinate the Program by finding building lots, developing house plans, working with contractors, coordinating materials, training participants on construction skills and supervising construction. The family members will devote time and labor to painting, roofing, siding and other types of tasks and lower the cost of construction, while developing equity in their new home. The yearly budget for the USDA 523 Mutual Self-Help Technical Assistance Grant Program is \$45,000 per year. Funds will be utilized to support the program incidental needs. Funds will also be utilized to purchase buildable lots for the USDA Self-Help Housing Program. The USDA will reimburse the City for purchased buildable lots when the approved applicant obtains a direct USDA home loan. The program is subject to budget restrictions, available funding and yearly City Commission approval.
BACKGROUND	The Coffeyville Strategic Housing Plan 2030 and the Coffeyville Housing Assessment Analysis. Coffeyville voter approval of the continuation of ½-cent sales tax expiring September of 2022, in November of 2021.
SPECIAL NOTES	
ANALYSIS	The Coffeyville Strategic Housing Plan 2030 and the Coffeyville Housing Assessment Analysis.
PUBLIC INFORMATION PROCESS	Programs posted on the government channel.
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	For City Commission Consideration, staff recommends adoption of the Coffeyville Housing and Community Development Programs, Grants and Incentives from the 40% portion of the ½-sales Sales Tax for fiscal year 2023.

REFERENCE DOCUMENTS ATTACHED	
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RESOLUTION NO. R-23-04

A RESOLUTION TO AUTHORIZE THE DIRECTOR OF FINANCE TO MAKE PAYMENTS IN THE AMOUNT UP TO \$226,500.00 FOR PROGRAM EXPENSES APPROVED BY THE DIRECTOR OF HOUSING AND COMMUNITY DEVELOPMENT FROM THE 40% PORTION DEDICATED TO HOUSING AND COMMUNITY DEVELOPMENT OF THE ½-CENT SALES TAX FOR THE CALANDAR YEAR 2023.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Director of Finance be and is hereby authorized and directed to make payments in the amount up to \$226,500.00 for program expenses approved by the Director of Housing and Community Development from the 40% portion dedicated to Housing and Community Development of the ½-cent sales tax FUND 620 for the calendar year 2023.

ADOPTED THIS 24TH DAY OF JANUARY 2023.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	1/24/2023	
RESOLUTION OR ORDINANCE NUMBER	R-23-05	
AGENDA TITLE	COFFEYVILLE COMMUNITY AND PARK IMPROVEMENTS FROM THE 40% PORTION OF THE ½-CENT SALES TAX FOR CALANDAR YEAR 2023. A. Sycamore Park Improvements 2023	
REQUESTING DEPARTMENT		
PRESENTER	Mark Hall	
FISCAL INFORMATION	Cost as recommended:	A. \$226,500.00 Sycamore Park Improvements 2023 Total: \$226,500.00
	Budget Line Item:	40% ½-cent Sales Tax Community and Park Improvements – FUND 630
	Balance Available	Estimated 2023 40% ½-cent Sales Tax Collection for Community and Park Improvements is \$226,500.00
	New Appropriation Required:	☐ Yes ☒ No

PURPOSE	City parks encourage active lifestyles and reduce health costs. City parks increase community engagement and reduce crime. City parks strengthen local economies and create job opportunities. City parks increase desirability of a city for housing buyers and housing investors. The City of Coffeyville will strive to offer safe and high-quality parks, trails and open spaces that encourage residents and visitors to live, invest and play in the community. The City is committed to creating parks and trails that promote memorable experiences in people's lives. City Park improvements can be seen, touched and experienced by every citizen and visitor of Coffeyville will see, touch and experience all community and public park improvements. Sycamore Park is a 2.92-acre park located in the western portion of the community. The park lacks playground equipment, shelters and walking paths. Sports equipment is either dated or missing parts. The primary use of the park is a practice facility for children's soccer and baseball. The park is located in a residential neighborhood that is in desperate need for a family-friendly park. Upgrading at this park should include turf re-grading and renovation, selective landscape screening to adjacent open lands, park equipment installation, shelter installation and walking path incorporation. Sycamore Park will be the first park improvement from the 40% ½-cent Sales Tax Community and Park Improvements fund. Community and Park Improvements are subject to budget restrictions, available funding and yearly City Commission approval.
BACKGROUND	The Coffeyville Parks and Trails Master Plan 2030. Coffeyville voter approval of the continuation of ½-cent sales tax expiring September of 2022, in November of 2021.
SPECIAL NOTES	
ANALYSIS	The Coffeyville Parks and Trails Master Plan 2030
PUBLIC INFORMATION PROCESS	Sycamore Park improvements will be posted on the government channel.
BOARD OR COMMISSION RECOMMENDATION	The Parks Advisory Board recommends the approval of the Sycamore Park budget from the 40% ½-cent Sales Tax Community and Park Improvements fund
STAFF RECOMMENDATION	For City Commission Consideration, staff recommends adoption of the Sycamore Park 2023 budget from the 40% ½-cent Sales Tax Community and Park Improvements fund.
REFERENCE DOCUMENTS ATTACHED	

RESOLUTION NO. R-23-05

A RESOLUTION TO AUTHORIZE THE ISSUANCE OF PURCHASE ORDERS IN THE AMOUNT UP TO \$226,500.00 FOR SYCAMORE PARK IMPROVEMENTS FROM THE 40% PORTION DEDICATED TO COMMUNITY AND PARK IMPROVEMENTS OF THE ½-CENT SALES TAX FUND FOR THE CALENDAR YEAR OF 2023.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Director of Finance be and is hereby authorized and directed to issue purchase orders for the purchase of Sycamore Park improvements from the 40% portion dedicated to Community and Park Improvement of the 1/2-cent sales tax FUND 630 for the calendar year of 2023.

ADOPTED THIS 24TH DAY OF DECEMBER 2023.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney



**CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM**

MEETING DATE	1/24/2023	
RESOLUTION OR ORDINANCE NUMBER	R-23-06	
AGENDA TITLE	COFFEYVILLE HISTORIC DOWNTOWN PROGRAMS, GRANTS AND INCENTIVES FROM THE 20% PORTION OF THE ½-CENT SALES TAX FOR FISCAL YEAR 2023. A. Historic Downtown Rehabilitation Grant and Relocation Incentive Programs 1. Mixed-use Development Grant Program 2. Façade Improvement Grant Program 3. Construction Improvement Grant Program 4. Electrical Improvement Program 5. Mechanical Improvement Grant Program 6. Plumbing Improvement Grant Program 7. Relocation Incentive Program B. Historic Downtown Grant	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Mark Hall	
FISCAL INFORMATION	Cost as recommended:	A. \$110,000.00 Historic Downtown Rehabilitation Grant and Relocation Incentive Programs B. \$50,000.00 Historic Downtown Grant Total: \$160,000.00
	Budget Line Item:	20% ½-cent Sales Tax Historic Downtown – FUND 640
	Balance Available	Estimated 2023 20% ½-cent Sales Tax Collection for Historic Downtown Programs, Incentives and Grants is \$160,000.00
	New Appropriation Required:	☐ Yes ☒ No

PURPOSE	A. Historic Downtown Rehabilitation Grant and Relocation Incentive Programs The City of Coffeyville has established the Historic Downtown Relocation Incentive Program and the Historic Downtown Rehabilitation Programs to help support economic development and community revitalization efforts in Historic Downtown Coffeyville. The programs offer a variety of building improvement activities, including mixed-use, façade, construction, electrical, and plumbing for building restorations. Several key goals of the Programs, Grants and Incentives are: • To strengthen the Coffeyville’s retail and commercial base of the Historic Downtown. • To encourage and incentivize second-story residential development in the City’s Historic Downtown. • To provide opportunities for owners and tenants to participate in the revitalization of their properties by stimulating private investment in the City’s Historic Downtown. • To generate additional revitalization by focusing the investment on improvements visible to customers, neighboring merchants, and residents in Historic Downtown living. • To increase business by making Historic Downtown living and individual businesses more attractive. • To increase property values, increase the profile and density and increase patronization of Historic Downtown Coffeyville. 1. Historic Downtown Mixed-use Development Grant Program The Historic Downtown Mixed-use Development Grant Program for downtown Coffeyville assists with the renovation and rehabilitation of retail and commercial properties within the Historic Downtown. The grant program is designed to encourage occupancy of unused space within the downtown area and serve as a catalyst to preserve the structures that give Historic Downtown Coffeyville its character and unique sense of place. The Mixed-use Development Program offers financial assistance, in the form of a matching grant up to \$5,000.00 to retail or commercial property owners or business owners seeking to rehabilitate retail or commercial building space to Mixed-use living in the City’s Historic Downtown. 2. Historic Downtown Façade Improvement Grant Program The City of Coffeyville recognizes the positive impact individual façade improvements can have on the overall appearance, quality and vitality of the City’s Historic Downtown. The Façade Improvement Program is in keeping with the economic development strategies outlined in the City’s Strategic Plan 2030. The Façade Improvement Program is designed to facilitate private sector investment in making these desired exterior improvements. The
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	Façade Improvement Program offers financial assistance, in the form of a matching grant up to \$5,000.00 to retail or commercial property owners or business owners seeking to rehabilitate retail or commercial building facades in the City's Historic Downtown. 3. Historic Downtown Construction Improvement Grant Program The City of Coffeyville recognizes the historic restoration of buildings will contribute to the overall appearance, quality and vitality of the City's Historic Downtown. The Construction Improvement Program is in keeping with the economic development strategies outlined in the City's Strategic Plan 2030. The Construction Improvement Program is designed to facilitate private sector investment in making these desired interior or exterior improvements. The Construction Improvement Program offers financial assistance, in the form of a matching grant up to \$5,000.00 to retail or commercial property owners or business owners seeking to rehabilitate retail or commercial buildings in the City's Historic Downtown. 4. Historic Downtown Electrical Improvement Grant Program The City of Coffeyville recognizes the historic restoration of buildings will contribute to the overall appearance, quality and vitality of the City's Historic Downtown. The Electrical Improvement Program is in keeping with the economic development strategies outlined in the City's Strategic Plan 2030. The Electrical Improvement Program is designed to facilitate private sector investment in making these desired interior or exterior improvements. The Electrical Improvement Program offers financial assistance, in the form of a matching grant up to \$5,000.00 to retail or commercial property owners or business owners seeking to rehabilitate retail or commercial buildings in the City's Historic Downtown. 5. Historic Downtown Mechanical Improvement Grant Program The City of Coffeyville recognizes the historic restoration of buildings will contribute to the overall appearance, quality and vitality of the City's Historic Downtown. The Mechanical Improvement Program is in keeping with the economic development strategies outlined in the City's Strategic Plan 2030. The Mechanical Improvement Program is designed to facilitate private sector investment in making these desired interior or exterior improvements. The Mechanical Improvement Program offers financial assistance, in the form of a matching grant up to \$5,000.00 to retail or commercial property owners or business owners seeking to rehabilitate retail or commercial buildings in the City's Historic Downtown. 6. Historic Downtown Plumbing Improvement Grant Program The City of Coffeyville recognizes the historic restoration of buildings will contribute to the overall appearance, quality and vitality of the
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	City's Historic Downtown. The Plumbing Improvement Program is in keeping with the economic development strategies outlined in the City's Strategic Plan 2030. The Plumbing Improvement Program is designed to facilitate private sector investment in making these desired interior or exterior improvements. The Plumbing Improvement Program offers financial assistance, in the form of a matching grant up to \$5,000.00 to retail or commercial property owners or business owners seeking to rehabilitate retail or commercial buildings in the City's Historic Downtown. 7. Historic Downtown Relocation Incentive Program Coffeyville's Historic Downtown flows with rich heritage of economic opportunities for entrepreneurs. The Historic Downtown Relocation Grant Program gives \$5,000.00 to an individual business to aid in its relocation into Coffeyville's Historic Downtown. The Historic Downtown Relocation Incentive is one of the ways the City of Coffeyville can partner with an individual business to increase the value of locating the individual business in Coffeyville's Historic Downtown. B. Coffeyville Historic Downtown Grant The City Commission will consider requests for the Coffeyville Historic Downtown Grant from non-profit organizations located in the Coffeyville Historic Downtown area during the budget process each year. Due to limited resources, not all requests can be funded. Therefore, it is the City Commission's intention to evaluate each proposal, and based upon available funds and the merits of each proposal, provide money or other forms of assistance to those non-profit organizations located in the Coffeyville Historic Downtown area, which most effectively serve the needs and improve Coffeyville's Historic Downtown area. For funding, applying organizations must meet all of the funding criteria listed below. • Demonstrate a need for financial support. • Demonstrate efforts to obtain funding from other sources. • Demonstrate fiscal responsibility and accountability. • Demonstrate how the Coffeyville Historic Downtown area would be served. Funds may be utilized in the following manner: • As start-up money for a new program; • As project funding for a project; • As funding for on-going projects. • Building preservation or reconstruction. Funds are not to be utilized in the following manner: • Purchase of Capital Equipment, Structures or Property; or • Payment of Salaries or Benefits.
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	For funding, applying organizations must meet all of the funding eligibility criteria listed below: • Applicant or Organization must be a non-profit/not-for-profit 501 (c) (3) organization or recognized by the City as a non-profit organization. • Applicant or Organization must be located or represented within the Coffeyville Historic Downtown Area. • Applicant or Organization must provide service or benefits to the Coffeyville community. • Applicant or Organization must be a non-governmental agency. • Applicant or Organization must be non-political and/or non-religious organization. • Applicant or Organization must not discriminate, in accordance with law, based on race, creed, color, sex, age, national origin, religion, physical or mental disability, and sexual orientation. Applications for the Coffeyville Historic Downtown Grant must be submitted to the City Clerk's Office on or before July 1, of each year for consideration in the regular budget process unless otherwise announced by the City Commission.
BACKGROUND	The City of Coffeyville should encourage the creation of a new vision for its downtown area that embraces: the revitalization of underutilized vacant properties and buildings; an upgrade in the overall appearance of the downtown area; an increase in retail, professional and mixed use options; and assurance of the downtown area's position as a hub for civic life within the city. The redevelopment and revitalization of the downtown presents Coffeyville with one of its best opportunities to retain and enhance its identity as a distinct community within southeast Kansas. This should be an important consideration for the City's overall economic development efforts, given the increasing importance of attributes such as authenticity and "walkability." In addition, consumers expect an experience of fully integrated shopping and professional business. Because of these trends, we believe that downtown Coffeyville offers the chance for the community to develop a unique position in the southeast Kansas area. Several recent and planned projects are already adding stimulus to the downtown area's redevelopment. These include the new City Hall, the location of the Coffeyville Chamber of Commerce, the new Dalton Defenders Museum, and Coffeyville Fountain, the renovation of the Midland Theater, new lighting and mural improvements. City staff feels that the City should continue to encourage these types of improvements to downtown.
SPECIAL NOTES	
ANALYSIS	The Coffeyville Strategic Plan 2030 and the Coffeyville Strategic Economic Development Plan 2030.

PUBLIC INFORMATION PROCESS	Government Channel and mailer to downtown building ownership.
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	For City Commission Consideration, staff recommends adoption of Coffeyville Historic Downtown grants, programs and incentives from the 40% portion of the ½-cent sales tax for calendar year 2023.
REFERENCE DOCUMENTS ATTACHED	

RESOLUTION NO. R-23-06

A RESOLUTION TO AUTHORIZE THE DIRECTOR OF FINANCE TO MAKE PAYMENTS IN THE AMOUNT UP TO \$160,000.00 FOR PROGRAM EXPENSES APPROVED BY THE DIRECTOR OF BUILDING INSPECTION/PLANNING AND ZONING FROM THE 20% PORTION DEDICATED TO COFFEYVILLE HISTORIC DOWNTOWN OF THE ½-CENT SALES TAX.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Director of Finance be and is hereby authorized and directed to make payments in the amount up to \$160,000.00 for program expenses approved the Director of Housing and Community Development from the 20% portion dedicated to Coffeyville Historic Downtown of the ½-cent sales tax FUND 640 for the calendar year 2023.

ADOPTED THIS 24TH DAY OF JANUARY 2023.

Ann Marie Vannoster, Mayor

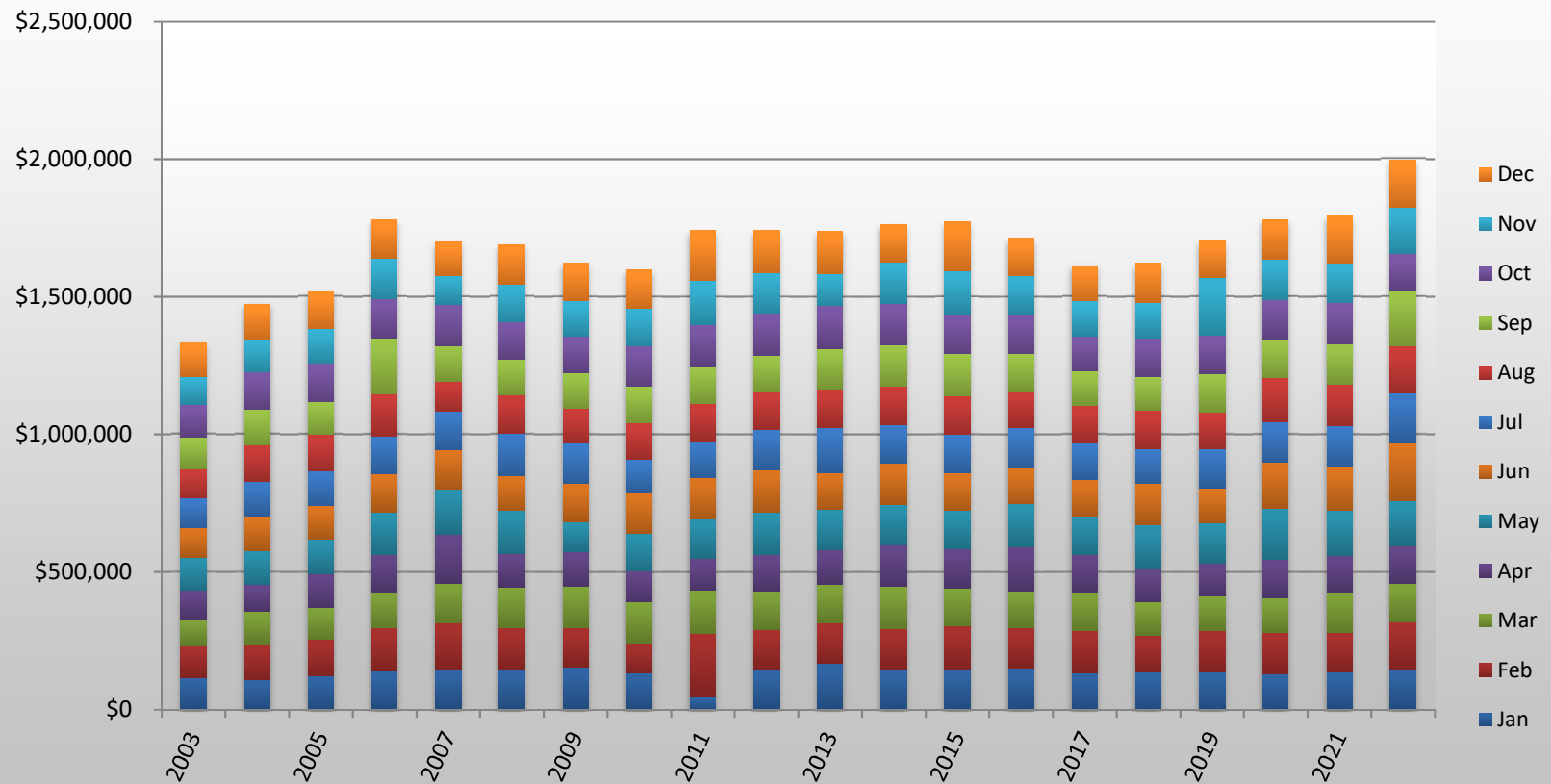
ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

City 1 Cent Sales Tax Revenue



**2022 LOCAL RETAIL SALES TAX COLLECTION
1 CENT SALES/COMP USE TAX REVENUE COMBINED**

<u>TAXING MONTH</u>	<u>COLLECTION MONTH</u>	<u>MONTH RECEIVED</u>	2019 ACTUAL <u>.01 TAX</u>	2020 ACTUAL <u>.01 TAX</u>	2020/2019 PERCENTAGE INC OR DEC <u>.01 TAX</u>	2021 ACTUAL <u>.01 TAX</u>	2021/2020 PERCENTAGE INC OR DEC <u>.01 TAX</u>	2022 ACTUAL <u>.01 TAX</u>	2022/2021 PERCENTAGE INC OR DEC <u>.01 TAX</u>
NOVEMBER	DECEMBER	JANUARY	\$137,388.81	\$129,478.86	-5.76%	\$136,725.42	5.60%	\$147,506.97	7.89%
			\$137,388.81	\$129,478.86	-5.76%	\$136,725.42	5.60%	\$147,506.97	7.89%
DECEMBER	JANUARY	FEBRUARY	150,751.49	149,748.48	-0.67%	142,796.46	-4.64%	170,426.85	19.35%
			\$288,140.30	\$279,227.34	-3.09%	\$279,521.88	0.11%	\$317,933.82	13.74%
JANUARY	FEBRUARY	MARCH	124,753.28	126,811.64	1.65%	148,210.61	16.87%	139,524.88	-5.86%
			\$412,893.58	\$406,038.98	-1.66%	\$427,732.49	5.34%	\$457,458.71	6.95%
FEBRUARY	MARCH	APRIL	\$120,438.51	\$138,057.94	14.63%	\$131,093.37	-5.04%	138,352.90	5.54%
			\$533,332.09	\$544,096.92	2.02%	\$558,825.86	2.71%	\$595,811.61	6.62%
MARCH	APRIL	MAY	\$143,873.59	\$187,126.75	30.06%	\$164,400.68	-12.14%	163,375.04	-0.62%
			\$677,205.69	\$731,223.67	7.98%	\$723,226.54	-1.09%	\$759,186.65	4.97%
APRIL	MAY	JUNE	\$128,643.23	\$169,394.62	31.68%	\$161,617.73	-4.59%	214,935.29	32.99%
			\$805,848.92	\$900,618.29	11.76%	\$884,844.27	-1.75%	\$974,121.94	10.09%
MAY	JUNE	JULY	\$143,723.04	\$143,931.92	0.15%	\$148,162.58	2.94%	175,792.16	18.65%
			\$949,571.96	\$1,044,550.20	10.00%	\$1,033,006.85	-1.11%	\$1,149,914.10	11.32%
JUNE	JULY	AUGUST	\$131,789.43	\$161,989.65	22.92%	\$148,629.71	-8.25%	171,028.69	15.07%
			\$1,081,361.39	\$1,206,539.85	11.58%	\$1,181,636.57	-2.06%	\$1,320,942.79	11.79%
JULY	AUGUST	SEPTEMBER	\$141,248.72	\$139,219.54	-1.44%	\$148,063.75	6.35%	201,970.83	36.41%
			\$1,222,610.11	\$1,345,759.39	10.07%	\$1,329,700.32	-1.19%	\$1,522,913.62	14.53%
AUGUST	SEPTEMBER	OCTOBER	\$136,194.91	\$143,576.03	5.42%	\$150,613.57	4.90%	133,286.06	-11.50%
			\$1,358,805.01	\$1,489,335.42	9.61%	\$1,480,313.89	-0.61%	\$1,656,199.69	11.88%
SEPTEMBER	OCTOBER	NOVEMBER	\$213,011.03	\$147,038.62	-30.97%	\$141,725.96	-3.61%	167,880.21	18.45%
			\$1,571,816.04	\$1,636,374.04	4.11%	\$1,622,039.85	-0.88%	\$1,824,079.90	12.46%
OCTOBER	NOVEMBER	DECEMBER	\$130,497.89	\$144,568.85	10.78%	\$172,211.06	19.12%	174,110.77	1.10%
			\$1,702,313.94	\$1,780,942.89	4.62%	\$1,794,250.91	0.75%	\$1,998,190.67	11.37%

**2022 LOCAL RETAIL SALES TAX COLLECTION
1 CENT SALES TAX REVENUE**

<u>TAXING MONTH</u>	<u>COLLECTION MONTH</u>	<u>MONTH RECEIVED</u>	<u>2019 ACTUAL .01 TAX</u>	<u>2020 ACTUAL .01 TAX</u>	<u>2020/2019 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2021 ACTUAL .01 TAX</u>	<u>2021/2020 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2022 ACTUAL .01 TAX</u>	<u>2022/2021 PERCENTAGE INC OR DEC .01 TAX</u>
NOVEMBER	DECEMBER	JANUARY	\$116,614.29	\$108,954.04	-6.57%	\$115,445.61	5.96%	\$118,241.78	2.42%
			\$116,614.29	\$108,954.04	-6.57%	\$115,445.61	5.96%	\$118,241.78	2.42%
DECEMBER	JANUARY	FEBRUARY	\$127,889.27	\$123,592.36	-3.36%	\$121,040.66	-2.06%	\$138,315.66	14.27%
			\$244,503.56	\$232,546.40	-4.89%	\$236,486.27	1.69%	\$256,557.44	8.49%
JANUARY	FEBRUARY	MARCH	\$105,770.65	\$107,636.90	1.76%	\$120,769.78	12.20%	\$114,818.42	-4.93%
			\$350,274.21	\$340,183.30	-2.88%	\$357,256.05	5.02%	\$371,375.87	3.95%
FEBRUARY	MARCH	APRIL	\$98,662.00	\$115,379.16	16.94%	\$113,437.35	-1.68%	\$107,049.79	-5.63%
			\$448,936.21	\$455,562.46	1.48%	\$470,693.40	3.32%	\$478,425.65	1.64%
MARCH	APRIL	MAY	\$119,815.07	\$157,873.37	31.76%	\$132,384.05	-16.15%	\$134,608.66	1.68%
			\$568,751.28	\$613,435.83	7.86%	\$603,077.45	-1.69%	\$613,034.31	1.65%
APRIL	MAY	JUNE	\$110,919.05	\$145,644.73	31.31%	\$136,336.73	-6.39%	\$183,279.12	34.43%
			\$679,670.33	\$759,080.56	11.68%	\$739,414.18	-2.59%	\$796,313.43	7.70%
MAY	JUNE	JULY	\$122,278.39	\$126,234.49	3.24%	\$125,737.71	-0.39%	\$145,258.75	15.53%
			\$801,948.72	\$885,315.05	10.40%	\$865,151.89	-2.28%	\$941,572.18	8.83%
JUNE	JULY	AUGUST	\$112,603.59	\$128,162.66	13.82%	\$117,920.34	-7.99%	\$136,205.10	15.51%
			\$914,552.31	\$1,013,477.71	10.82%	\$983,072.24	-3.00%	\$1,077,777.29	9.63%
JULY	AUGUST	SEPTEMBER	\$121,007.46	\$114,552.90	-5.33%	\$121,720.66	6.26%	\$165,153.55	35.68%
			\$1,035,559.77	\$1,128,030.61	8.93%	\$1,104,792.89	-2.06%	\$1,242,930.84	12.50%
AUGUST	SEPTEMBER	OCTOBER	\$115,088.32	\$119,033.30	3.43%	\$125,739.19	5.63%	\$115,192.01	-8.39%
			\$1,150,648.09	\$1,247,063.91	8.38%	\$1,230,532.08	-1.33%	\$1,358,122.85	10.37%
SEPTEMBER	OCTOBER	NOVEMBER	\$113,865.96	\$119,658.30	5.09%	\$118,273.53	-1.16%	\$136,349.66	15.28%
			\$1,264,514.05	\$1,366,722.21	8.08%	\$1,348,805.61	-1.31%	\$1,494,472.51	10.80%
OCTOBER	NOVEMBER	DECEMBER	\$110,029.64	\$117,483.82	6.77%	\$132,495.85	12.78%	\$144,089.84	8.75%
			\$1,374,543.69	\$1,484,206.04	7.98%	\$1,481,301.46	-0.20%	\$1,638,562.35	10.62%

**2022 LOCAL RETAIL SALES TAX COLLECTION
1 CENT COMPENSATING USE TAX REVENUE**

<u>TAXING MONTH</u>	<u>COLLECTION MONTH</u>	<u>MONTH RECEIVED</u>	<u>2019 ACTUAL .01 TAX</u>	<u>2020 ACTUAL .01 TAX</u>	<u>2020/2019 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2021 ACTUAL .01 TAX</u>	<u>2021/2020 PERCENTAGE INC OR DEC .01 TAX</u>	<u>2022 ACTUAL .01 TAX</u>	<u>2022/2021 PERCENTAGE INC OR DEC .01 TAX</u>
NOVEMBER	DECEMBER	JANUARY	<u>\$20,774.52</u>	<u>\$20,524.82</u>	<u>-1.20%</u>	<u>\$21,279.81</u>	<u>3.68%</u>	<u>\$29,265.19</u>	<u>37.53%</u>
			\$20,774.52	\$20,524.82	-1.20%	\$21,279.81	3.68%	\$29,265.19	37.53%
DECEMBER	JANUARY	FEBRUARY	<u>\$22,862.22</u>	<u>\$26,156.12</u>	<u>14.41%</u>	<u>\$21,755.80</u>	<u>-16.82%</u>	<u>\$32,111.19</u>	<u>47.60%</u>
			\$43,636.74	\$46,680.94	6.98%	\$43,035.61	-7.81%	\$61,376.38	42.62%
JANUARY	FEBRUARY	MARCH	<u>\$18,982.63</u>	<u>\$19,174.74</u>	<u>1.01%</u>	<u>\$27,440.83</u>	<u>43.11%</u>	<u>\$24,706.46</u>	<u>-9.96%</u>
			\$62,619.37	\$65,855.68	5.17%	\$70,476.44	7.02%	\$86,082.84	22.14%
FEBRUARY	MARCH	APRIL	<u>\$21,776.51</u>	<u>\$22,678.78</u>	<u>4.14%</u>	<u>\$17,656.02</u>	<u>-22.15%</u>	<u>\$31,303.11</u>	<u>77.29%</u>
			\$84,395.88	\$88,534.46	4.90%	\$88,132.46	-0.45%	\$117,385.95	33.19%
MARCH	APRIL	MAY	<u>\$24,058.52</u>	<u>\$29,253.38</u>	<u>21.59%</u>	<u>\$32,016.64</u>	<u>9.45%</u>	<u>\$28,766.38</u>	<u>-10.15%</u>
			\$108,454.40	\$117,787.84	8.61%	\$120,149.09	2.00%	\$146,152.34	21.64%
APRIL	MAY	JUNE	<u>\$17,724.18</u>	<u>\$23,749.89</u>	<u>34.00%</u>	<u>\$25,281.00</u>	<u>6.45%</u>	<u>\$31,656.17</u>	<u>25.22%</u>
			\$126,178.59	\$141,537.73	12.17%	\$145,430.09	2.75%	\$177,808.51	22.26%
MAY	JUNE	JULY	<u>\$21,444.66</u>	<u>\$17,697.43</u>	<u>-17.47%</u>	<u>\$22,424.87</u>	<u>26.71%</u>	<u>\$30,533.41</u>	<u>36.16%</u>
			\$147,623.24	\$159,235.16	7.87%	\$167,854.96	5.41%	\$208,341.92	24.12%
JUNE	JULY	AUGUST	<u>\$19,185.83</u>	<u>\$33,826.99</u>	<u>76.31%</u>	<u>\$30,709.37</u>	<u>-9.22%</u>	<u>\$34,823.59</u>	<u>13.40%</u>
			\$166,809.08	\$193,062.14	15.74%	\$198,564.33	2.85%	\$243,165.51	22.46%
JULY	AUGUST	SEPTEMBER	<u>\$20,241.26</u>	<u>\$24,666.64</u>	<u>21.86%</u>	<u>\$26,343.09</u>	<u>6.80%</u>	<u>\$36,817.28</u>	<u>39.76%</u>
			\$187,050.34	\$217,728.78	16.40%	\$224,907.42	3.30%	\$279,982.78	24.49%
AUGUST	SEPTEMBER	OCTOBER	<u>\$21,106.59</u>	<u>\$24,542.72</u>	<u>16.28%</u>	<u>\$24,874.38</u>	<u>1.35%</u>	<u>\$18,094.06</u>	<u>-27.26%</u>
			\$208,156.92	\$242,271.51	16.39%	\$249,781.80	3.10%	\$298,076.84	19.33%
SEPTEMBER	OCTOBER	NOVEMBER	<u>\$99,145.07</u>	<u>\$27,380.32</u>	<u>-72.38%</u>	<u>\$23,452.44</u>	<u>-14.35%</u>	<u>\$31,530.55</u>	<u>34.44%</u>
			\$307,301.99	\$269,651.83	-12.25%	\$273,234.24	1.33%	\$329,607.39	20.63%
OCTOBER	NOVEMBER	DECEMBER	<u>\$20,468.25</u>	<u>\$27,085.03</u>	<u>32.33%</u>	<u>\$39,715.21</u>	<u>46.63%</u>	<u>\$30,020.93</u>	<u>-24.41%</u>
			\$327,770.25	\$296,736.86	-9.47%	\$312,949.45	5.46%	\$359,628.32	14.92%

2022 SALES TAX ALLOCATION

Month	Sales & Use Tax Collected	General Fund (1/2 Cent) 010-4-000-029	Street (Hwy) Improvement (1/2 Cent) 520-4-220-195	Street (Non-Hwy) Improvements (1/2 Cent Eff 4/1/10) 520-4-220-195	Capital Improvements (1/2 Cent) (See Below)	USD #445 Sales Tax Fund (1/2 Cent) 550-4-000-195	Community Improvements Sales Tax Fund (1/2 Cent) (See Below)	CRMC Sales Tax Fund (1/2 Cent) 560-4-000-195	TOTAL COLLECTIONS
January	\$ 442,520.92	\$ 73,753.49	\$ 73,753.49	\$ 73,753.49	\$ 73,753.49	\$ 73,753.49	\$ -	\$ 73,753.49	\$ 442,520.92
February	511,280.55	85,213.43	85,213.43	85,213.43	85,213.43	85,213.43	-	85,213.43	511,280.55
March	418,574.65	69,762.44	69,762.44	69,762.44	69,762.44	69,762.44	-	69,762.44	418,574.65
April	415,058.70	69,176.45	69,176.45	69,176.45	69,176.45	69,176.45	-	69,176.45	415,058.70
May	490,125.13	81,687.52	81,687.52	81,687.52	81,687.52	81,687.52	-	81,687.52	490,125.13
June	644,805.86	107,467.64	107,467.64	107,467.64	107,467.64	107,467.64	-	107,467.64	644,805.86
July	527,376.49	87,896.08	87,896.08	87,896.08	87,896.08	87,896.08	-	87,896.08	527,376.49
August	513,086.08	85,514.35	85,514.35	85,514.35	85,514.35	85,514.35	-	85,514.35	513,086.08
September	605,912.49	100,985.42	100,985.42	100,985.42	100,985.42	100,985.42	-	100,985.42	605,912.49
October	399,858.19	66,643.03	66,643.03	66,643.03	66,643.03	66,643.03	-	66,643.03	399,858.19
November	503,640.63	83,940.11	83,940.11	83,940.11	83,940.11	83,940.11	-	83,940.11	503,640.63
December	522,332.31	87,055.39	87,055.39	87,055.39	87,055.39	-	87,055.39	87,055.39	522,332.31
	<u>\$ 5,994,572.00</u>	<u>\$ 999,095.33</u>	<u>\$ 999,095.33</u>	<u>\$ 999,095.33</u>	<u>\$ 999,095.33</u>	<u>\$ 912,039.95</u>	<u>\$ 87,055.39</u>	<u>\$ 999,095.33</u>	<u>\$ 5,994,572.00</u>

Allocation of Capital Improvements Sales Tax Portion

Month	Capital Equipment (20%) 500-4-000-199	Economic Development (10%) 180-4-000-195	Capital Improv. - Municipal Building Renovation Project 520-4-350-195	Sales Tax Bond Debt Service 530-4-000-195	Total Capital Improvements (1/2 Cent) (See Above)	Housing & Economic Development Sales Tax Fund 620-4-000-195	Parks & Community Improvement Sales Tax Fund 630-4-000-195	Downtown Economic Development Sales Tax Fund 640-4-000-195	Total Community Improvements (1/2 Cent) (See Above)
January	\$ 14,750.70	\$ 7,375.35	-	51,627.44	\$ 73,753.49	\$ -	\$ -	\$ -	-
February	17,042.69	8,521.34	-	59,649.40	85,213.43	-	-	-	-
March	13,952.49	6,976.24	-	48,833.71	69,762.44	-	-	-	-
April	13,835.29	6,917.65	-	48,423.52	69,176.45	-	-	-	-
May	16,337.50	8,168.75	-	57,181.27	81,687.52	-	-	-	-
June	21,493.53	10,746.76	-	75,227.35	107,467.64	-	-	-	-
July	17,579.22	8,789.61	-	61,527.26	87,896.08	-	-	-	-
August	17,102.87	8,551.43	-	59,860.04	85,514.35	-	-	-	-
September	20,197.08	10,098.54	-	70,689.79	100,985.42	-	-	-	-
October	13,328.61	6,664.30	-	46,650.12	66,643.03	-	-	-	-
November	16,788.02	8,394.01	-	58,758.07	83,940.11	-	-	-	-
December	17,411.08	8,705.54	-	60,938.77	87,055.39	34,822.15	34,822.15	17,411.08	87,055.39
	<u>\$ 199,819.07</u>	<u>\$ 99,909.53</u>	<u>\$ -</u>	<u>\$ 699,366.73</u>	<u>\$ 999,095.33</u>	<u>\$ 34,822.15</u>	<u>\$ 34,822.15</u>	<u>\$ 17,411.08</u>	<u>\$ 87,055.39</u>