



City of Arkansas City

CITY COMMISSION MEETING AGENDA

Tuesday, January 18, 2022 at 5:30 PM – 118 W. Central Ave., Arkansas City, KS

Please join our meeting from your computer, tablet or smartphone:

<https://global.gotomeeting.com/join/111904901>

You can also dial in using your phone: (571) 317-3112

Access Code: 111-904-901

I. Routine Business

1. Roll Call
2. Opening Prayer and Pledge of Allegiance
3. Additions or Deletions (**Voice Vote**)
4. Approval of the Agenda (**Voice Vote**)

II. Comments from the Audience for Items Not on the Agenda

Per the Kansas Open Meetings Act, the City Commission is not required to entertain any comments from the public during any meeting.

*The following rules **must** be strictly adhered to by all citizens wishing to speak during a virtual/hybrid meeting, **whether they are on the agenda or recognized by the Mayor during the meeting itself:***

- Each speaker will state his or her name and address before making any comments.
- Each speaker will have three (3) minutes to present his or her comments.
- Comments or questions will be directed only to the City Commission.
- Debate or argument between parties in the audience will not be allowed. **“Logged in” citizens will remain muted during the meeting, unless recognized and called upon specifically by the Mayor.**
- Repeated reiterations by speakers will not be allowed.
- Violations of comment procedure will result in being directed to cease speaking or being muted.

III. Consent Agenda (Voice Vote)

Note: All matters listed below on the Consent Agenda are considered under one motion and enacted by one motion. There should be no separate discussion. If such discussion is desired, any item may be removed from the Consent Agenda and then considered separately under Section VII: New Business.

1. Approve the January 10, 2022, regular meeting minutes as written.
2. Approve the 2022 Land Bank annual report and inventory of property.

IV. New Business

Resolutions for Consideration

1. Consider a Resolution authorizing the Arkansas City Area Chamber of Commerce and Arkansas City Main Street Association to submit an application to become a designated Main Street community through the Kansas Main Street program. (**Voice Vote**)
2. Consider a Resolution authorizing the City of Arkansas City to enter into Supplemental Agreement No. 1 with BG Consultants, of Manhattan, to provide Resident Construction Observation and Construction Engineering Services during construction improvements to the Wastewater Treatment Plant, for an amount not to exceed \$500,000.00. (**Voice Vote**)
3. Consider a Resolution adopting by reference the Personnel Policies and Guidelines Manual for the City of Arkansas City. (**Voice Vote**)

4. Consider a Resolution authorizing the City of Arkansas City to purchase a 2016 Jeep Cherokee Latitude from Zeller Ford, of Arkansas City, for an amount not to exceed \$18,236.00. **(Voice Vote)**

V. Staff Report Presentations

City Manager's Report on Upcoming Activities

1. Traffic Safety Committee meeting
2. Local Government Day in Topeka
3. City Commission study session
4. Land Bank Board of Trustees
5. Chamber of Commerce banquet

VI. Executive Session

1. Recess into executive session to discuss an overview of the Niles Lawsuit, pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship. **(Voice Vote)**

VII. Communications and Reports

1. City Advisory Board Reports
2. December 2021 Financial Summary

VIII. Adjournment



City Commission Agenda Item

Meeting Date: January 18, 2022
From: Andrew Lawson, Public Information Officer
Item: Approving January 10, 2022 Minutes

Purpose: Consent Agenda Item: Approve the January 10, 2022, regular meeting minutes as written.

Background:

Each meeting, the City Commission reviews and approves the minutes of its prior meeting(s).

Commission Options:

- 1. Approve with consent agenda.
- 2. Remove item from consent agenda for further consideration.

Attachments:

- 1. January 10, 2022 Regular Minutes

Approved for Agenda by:

A handwritten signature in black ink, appearing to read "Randy Frazer", is written over a horizontal line.

Randy Frazer, City Manager

City Commission of Arkansas City - Regular Meeting Minutes

The Arkansas City Board of City Commissioners met in regular session at **5:30 p.m. Monday, January 10, 2022**, in the Commission Room at City Hall, located at 118 W. Central Ave. in Ark City.

Mayor **Scott Rogers** called the meeting to order. Commissioners also present at roll call were Commissioners **Kanyon Gingher, Duane L. Oestmann, Jay Warren** and **Karen Welch**.

City employees present were City Manager **Randy Frazer**, City Attorney **Larry Schwartz**, City Clerk **Lesley Shook**, Public Information Officer **Andrew Lawson**, Public Services Superintendent **Tony Tapia**, Interim Fire Chief **Les Parks**, EMS Director **Jeri Smith**, Finance Director/Treasurer **Jennifer Waggoner**, Accountant **Amy Roberts**, Human Resources Assistant **Marla McFarland** and Principal Planner **Josh White**.

Arkansas City Police Department personnel in attendance included Police Chief **Eric Burr**, Captain of Support Services **Anthony Rider**, Lt. **Wade Hammond**, Lt. **John Merz** and Sgt. **Corey Combs**.

Citizens observing in person or via GoToMeeting included **Brittany Carder, Gil Espino, Paisley Howerton, Brandon Jellings, Sarah Jellings**, Commissioner-elect **Charles Jennings, Mendy Pfannenstiel, Sandy Randel, Diane Sparks, Roger Sparks**, Commissioner-elect **Diana Spielman, Landon West, Tom Wheatley** and Cowley CourierTraveler reporter **John Shelman**.

Commissioner Warren offered the opening prayer. Mayor Rogers led the Pledge of Allegiance.

Approval of the Agenda

Commissioner Oestmann made a motion to approve the agenda as presented. Commissioner Gingher seconded the motion. A voice vote was **unanimous** in favor of the motion.

Mayor Rogers declared the agenda **approved** as presented.

Recognition of Visitors

Police Chief Burr recognized four recently promoted Police Department officers, all of whom were in attendance – Capt. **Anthony Rider**, Lt. **Wade Hammond**, Lt. **John Merz** and Sgt. **Corey Combs**.

Consent Agenda

Commissioner Warren made a motion to approve the consent agenda, consisting of the following:

1. Approving the **December 21, 2021**, regular meeting minutes as written.
2. Approving the **December 29, 2021**, special call meeting minutes as written.

City Commission of Arkansas City - Regular Meeting Minutes

3. Approving **Resolution No. 2022-01-3454**, authorizing public meetings of the Governing Body to attend **Land Bank Board of Trustees** meetings at **5 p.m. Tuesday, January 18, 2022**, and at **5 p.m. Tuesday, February 1, 2022**, in the Commission Room at City Hall.
4. Ratifying Mayor Rogers' appointments of **Brandon Jellings, Kyle Lewis, and Tom Wheatley** to the **Planning Commission** and **Board of Zoning Appeals**.
5. Ratifying Mayor Rogers' reappointments of **Gary Hale** to the **Northwest Community Center Advisory Board** and **Mike Munson** to the **Public Building Commission**.

Commissioner Welch amended and seconded the motion. A voice vote was **unanimous** in favor of the motion. Mayor Rogers declared the consent agenda **approved** as presented.

Old Business

2022 Employee Manual

City Clerk Shook presented for discussion a second reading of a resolution adopting by reference the **Personnel Policies and Guidelines Manual** for the City, to become effective **January 1, 2022**.

Human Resources Assistant McFarland said she still needs to make a few additional changes to the manual, based on input and questions from the commissioners, before it is ready to be approved.

Mayor Rogers declared the item **tabled** until **February 1, 2022**, with no action taken on it.

Commission Transition

Mayor Rogers presented Commissioner Oestmann and Commissioner Welch with plaques honoring their terms of service.

Mayor Rogers declared the current commission adjourned *sine die*, and Commissioner Oestmann and Commissioner Welch stepped down from the dais.

City Clerk Shook administered Oaths of Office to Commissioners Jennings, Spielman and Warren.

Mayor **Scott Rogers** called the meeting back to order. Commissioners also present at roll call were Commissioners **Kanyon Gingher, Charles Jennings, Diana Spielman** and **Jay Warren**.

New Business

New Mayor

City Clerk Shook presented for discussion annual reorganization item No. 1, selection of the **mayor**. Commissioner Warren made a motion to appoint **Commissioner Gingher** as mayor for **2022**.

City Commission of Arkansas City - Regular Meeting Minutes

Mayor Rogers seconded the motion. A voice vote was **unanimous** in favor of the motion. Mayor Rogers declared the motion **approved**. Mayors Rogers and Gingher exchanged seats.

Mayor Gingher recognized the leadership and service of Mayor Rogers during the previous year.

New Vice Mayor

Mayor Gingher presented for discussion annual reorganization item No. 2, selection of a **vice mayor**.

Mayor Gingher made a motion to appoint **Commissioner Spielman** as vice mayor for **2022**.

Commissioner Warren seconded the motion. A voice vote was **unanimous** in favor of the motion. Mayor Gingher declared the motion **approved** and congratulated Vice Mayor Spielman.

Strother Field Commission

Mayor Gingher presented for discussion annual reorganization item No. 3, the appointment of three commissioners as voting *ex officio* representatives of Ark City on the **Strother Field Commission**.

Commissioner Warren made a motion to reappoint **Commissioner Rogers** and **Commissioner Warren**, and also to appoint **Commissioner Jennings**, as representatives on the Strother Field Commission. Commissioner Spielman seconded the motion.

A voice vote was **unanimous** in favor of the motion. Mayor Gingher declared the motion **approved**.

Cowley First

Mayor Gingher presented for discussion annual reorganization item No. 4, the designation of a nonvoting *ex officio* representative to the **Cowley County Economic Development Partnership**.

Mayor Gingher made a motion to appoint **Commissioner Spielman** to the Cowley First coordinating council. Commissioner Warren seconded the motion.

A voice vote was **unanimous** in favor of the motion. Mayor Gingher declared the motion **approved**.

Regional Economic Area Partnership

Mayor Gingher presented for discussion annual reorganization item No. 5, the designation of a commissioner as a voting member of the **Regional Economic Area Partnership (REAP)** of South-Central Kansas and either a commissioner or City Manager Frazer to serve as an alternate member.

City Commission of Arkansas City - Regular Meeting Minutes

Mayor Gingher made a motion to appoint **Commissioner Jennings** as a voting member and reappoint **Frazer** as an alternate member of REAP. Commissioner Rogers seconded the motion.

A voice vote was **unanimous** in favor of the motion. Mayor Gingher declared the motion **approved**.

Arkansas City Public Library Board of Trustees

Mayor Gingher presented for discussion annual reorganization item No. 6, the appointment of a commissioner as a voting *ex officio* member of the **Ark City Public Library Board of Trustees**.

Commissioner Gingher made a motion to appoint **Commissioner Warren** to the Arkansas City Public Library Board of Trustees, with **Commissioner Rogers** serving as an alternate.

Commissioner Jennings seconded the motion. A voice vote was **unanimous** in favor of the motion.

Mayor Gingher declared the motion **approved**.

Visit Ark City Board of Trustees

Mayor Gingher presented for discussion annual reorganization item No. 7, the appointment of a commissioner as a voting *ex officio* member of the **Visit Ark City Board of Trustees**.

Commissioner Rogers made a motion to reappoint **Commissioner Gingher** to the Visit Ark City Board of Trustees. Commissioner Warren seconded the motion.

A voice vote was **unanimous** in favor of the motion. Mayor Gingher declared the motion **approved**.

Cherokee Strip Land Rush Museum Board of Trustees

Mayor Gingher presented for discussion annual reorganization item No. 8, the designation of a nonvoting *ex officio* representative to the **Cherokee Strip Land Rush Museum Board of Trustees**. (Mayor Gingher already is a voting member of this board and thus cannot also be on it *ex officio*.)

Mayor Gingher made a motion to reappoint **Commissioner Warren** to the Cherokee Strip Land Rush Museum Board of Trustees. Commissioner Rogers seconded the motion.

A voice vote was **unanimous** in favor of the motion. Mayor Gingher declared the motion **approved**.

City Commission of Arkansas City - Regular Meeting Minutes

Official City Newspaper Resolution No. 2022-01-3455

Mayor Gingher presented for discussion annual reorganization item No. 9, the designation of the **official City newspaper** for the publication of various legal notices as required by Kansas statute.

Commissioner Rogers made a motion to designate **The Cowley CourierTraveler** as the City's official newspaper for publication of legal notices. Commissioner Jennings seconded the motion.

A voice vote was **unanimous** in favor of the motion. Mayor Gingher declared the motion **approved** and given **Resolution No. 2022-01-3455**.

Official City Depositories

Mayor Gingher presented for discussion annual reorganization item No. 10, the designation of **official City depositories** for City funds.

Commissioner Spielman made a motion to designate **RCB Bank** as the City's primary depository for banking services, with **Community National Bank & Trust, The Stock Exchange Bank** and **Union State Bank** also serving as potential depositories. Commissioner Warren seconded the motion.

A voice vote was **unanimous** in favor of the motion. Mayor Gingher declared the motion **approved**.

Sybrant Warehouse IRBs Resolution No. 2022-01-3456

City Clerk Shook presented for discussion a resolution approving an adoption of the Board of Cowley County Commissioners' **Resolution 2021-17**, regarding the issuance of taxable Industrial Revenue Bonds (IRBs) to finance the acquiring, constructing and equipping of a commercial facility to be located within **3 miles** of the City of Arkansas City limits.

City Manager Frazer said that because the location of the warehouse addition to be constructed by Jim Sybrant is within 3 miles of the city limits, the state's IRB statutes require approval by the City.

The City may take one of three actions: (1) approve the issuance by the county of the IRBs by resolution; (2) take no action, in which case the City is deemed to approve the issuance of the IRBs seven days after the regular meeting; or (3) vote to deny the approval of the issuance by the county.

Commissioner Warren made a motion to approve the resolution as presented. Commissioner Rogers seconded the motion. A voice vote was **unanimous** in favor of the motion.

Mayor Gingher declared the motion **approved** and given **2022-01-3456**.

City Commission of Arkansas City - Regular Meeting Minutes

Evergy Grant of Right-of-Way Resolution No. 2022-01-3457

City Clerk Shook presented for discussion a resolution authorizing the City to execute a Grant of Right-of-Way Easement Agreement with **Evergy Kansas South, Inc.**, regarding expansion of its existing right-of-way.

City Manager Frazer said Evergy is expanding its transmission line right-of-way from the ADM East Sub-Station to Radio Lane along the U.S. 77 bypass. In consideration for this, Evergy is proposing right-of-way settlements in the amount of **\$30,000.00**.

Commissioner Rogers made a motion to approve the resolution as presented. Commissioner Warren seconded the motion. A voice vote was **unanimous** in favor of the motion.

Mayor Gingher declared the motion **approved** and given **2022-01-3457**.

Paris Park Pool Evaluation Resolution No. 2022-01-3458

City Clerk Shook presented for discussion a resolution approving a proposal submitted by **Kuhn Mechanical**, of Arkansas City, to perform a mechanical evaluation of the **Paris Park Pool**, for an amount not to exceed **\$10,000.00**.

City Manager Frazer said the intention of the proposed work is to determine the condition of the pool's mechanical systems and recommend corrections of any deficiencies in order to maintain a sanitary and code compliant public swimming pool.

The evaluation also will include an X-ray of the concrete bottom around the pool's main drain. This is a noninvasive process that will use ground-penetrating radar to see in and beneath the concrete, to assess any damage or soil erosion that might compromise the pool's structural integrity.

Commissioner Spielman made a motion to approve the resolution as presented. Commissioner Jennings seconded the motion. A voice vote was **unanimous** in favor of the motion.

Mayor Gingher declared the motion **approved** and given **2022-01-3458**.

City Manager's Report on Upcoming Activities

City Manager Frazer provided the commissioners with the following reminders and updates:

- There will be a **special reception** to honor outgoing Mayor Rogers and incoming Mayor Gingher immediately following this meeting.

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- The next **RISE Cowley** steering committee meeting will be at **10 a.m. January 11** via Zoom.
- The next quarterly **Traffic Safety Committee** meeting will be at **10 a.m. January 21** at USD 470's Avery Family Learning Center, located at 2500 N. 15th St. in northwest Arkansas City.
- The next City Commission study session will be at **noon January 14** in Frazer's office.
- City Hall and all other City offices will be closed **January 17** in observance of **Martin Luther King Jr. Day**. There will be no recycling offered at Strother Field on **January 15**.
- The City Commission will convene as the Land Bank Board of Trustees at **5 p.m. January 18** in the commission room at City Hall, prior to its next regular meeting at **5:30 p.m.**
- Frazer passed out copies of a **2022 legislative update** from **Kansas Municipal Utilities**.
- City Commission training for **municipal water systems** will be available **January 19**.
- Local Government Day will be from **2:30 to 7 p.m. January 26** at the Statehouse in Topeka.
- Several architecture students from Kansas State University and South Dakota State University will be in Ark City on **February 5** for a downtown **visioning study** at the Burford.
- The **Kansas Rural Water Rally** has been postponed until sometime in **April** due to COVID.
- The state permit has been approved for the **East Kansas Avenue archaeological survey**.

Other Business

Police Chief Burr provided an update on the recent cleanup efforts at the **West Chestnut bridge**.

Adjournment

Commissioner Warren made a motion to adjourn the meeting. Commissioner Rogers seconded the motion. A voice vote was **unanimous** in favor of the motion. Mayor Gingher declared the meeting adjourned at **6:06 p.m.**

**THE CITY OF ARKANSAS CITY
BOARD OF CITY COMMISSIONERS**

Scott Rogers, Mayor

ATTEST:

Lesley Shook, City Clerk

Kanyon Gingher, Mayor

Prepared by:

Andrew Lawson, Public Information Officer



City Commission Agenda Item

Meeting Date: January 18, 2022
From: Josh White, Principal Planner
Item: Approving Land Bank Annual Report and Property Inventory

Purpose: Consent Agenda Item: Approve the 2022 Land Bank annual report and inventory of property.

Background:

On **November 6, 2001**, the City of Arkansas City adopted **Resolution No. 2001-11-2018** to establish a policy for the sale or transfer of real estate which the City acquired through acquisition of flood damaged or foreclosure properties. Since that time, the State of Kansas created a statute on Land Banks (**K.S.A. 12-5901**) that not only authorizes the acquisition and sale of such properties and others, but also allows the City to manage distressed properties which can become a blight in the community by clearing up title issues to the property, setting aside land for future development, putting parcels back on the open market as quickly as possible, freezing special assessments, removing back taxes (*including interest and penalties*) and making properties tax exempt until sold.

In order to create a statutory Land Bank with these benefits, the City on **November 7, 2017**, adopted **Ordinance No. 2017-11-4444**, creating the **Land Bank Board of Trustees**, which shall consist of the City Commissioners. During that same meeting, the City also adopted **Resolution No. 2017-11-3136**, which sets the bylaws for the Board of Trustees and the policy directives for the City's Land Bank program.

The Land Bank Board of Trustees is required to hold a meeting in the first half of each year to elect new officers and receive an annual report. That meeting was held at **5 p.m. January 18, 2022**, and any items approved by the Land Bank Board of Trustees — including, but not limited to, the 2022 annual report and an updated Inventory of Property — also must be approved by the City Commission. Once approved, the Inventory of Property shall be published no later than **January 31, 2022**, in the official City newspaper, **The Cowley CourierTraveler**.

Commission Options:

1. Approve with consent agenda.
2. Remove item from consent agenda for further consideration.

Attachments:

1. 2021 Annual Report and Financial Report
2. 2022 Inventory of Property

Approved for Agenda by:

Randy Frazer, City Manager



Items for Land Bank Board Action

Meeting Date: 1/18/2022
From: Josh White, Principal Planner
Item: 2021 Annual Report

Title: Receive and discuss 2021 Annual Report

Background:

2021 was a busy year for the Arkansas City Land Bank Board of Trustees. At the January 19, 2021 meeting, six properties were added to the land bank including 310 N C Street, 606 S Summit Street, 902 S F Street, 1304 S A Street, 1311 N 8th Street and 1313 S J Street. Throughout the year 7 properties were sold from the land bank including 608 S 4th Street, 1333 N D Street, 1304 S A Street, 838 S F Street, 515 S 6th Street, 901 E Kansas Avenue and 703 N D Street. There were actually several others requested but for various reasons the requests were never acted on. This leaves 12 properties in the land bank with one additional one to be added later at a later date. Due to the sale of several properties, the land bank fund now has a balance and staff proposes that some of the funds be used to purchase vacant property at the next tax sale in order to bring the properties into a taxable use again. 2021 has proven that the land bank is an effective way to return properties the tax rolls.

The Land Bank fund beginning balance was \$986.21. Payments were received from the sale of two properties in the amount of \$8,000. Expenses from public notices of sale totaled \$199.91. The ending balance of the Land Bank fund was \$8,736.30. The full financial report is attached.

Board Options:

1. Receive and approve report

Approved for Agenda by:

Randy Frazer, City Manager



City of Arkansas City, KS

Detail Report Account Detail

Date Range: 01/01/2021 - 12/31/2021

Account	Name	Beginning Balance	Total Activity	Ending Balance				
Asset								
31-000-1001	Cash Account	986.21	7,800.09	8,786.30				
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
08/13/2021	APPKT03925	181191		ENOTICE INC SEC REI PMT	07738 - ENOTICE INC		-12.90	973.31
08/13/2021	APPKT03925	181191		ENOTICE INC SEC REI PMT	07738 - ENOTICE INC		-13.66	959.65
08/13/2021	APPKT03925	181191		ENOTICE INC SEC REI PMT	07738 - ENOTICE INC		-88.35	871.30
09/27/2021	GLPKT16495	JN14626		DAILY CASH POSTING 9/27/2021			5,030.00	5,901.30
10/08/2021	APPKT03977	181735		ENOTICE INC SEC REI PMT	07738 - ENOTICE INC		-13.66	5,887.64
10/08/2021	APPKT03977	181735		ENOTICE INC SEC REI PMT	07738 - ENOTICE INC		-13.66	5,873.98
10/08/2021	APPKT03977	181735		ENOTICE INC SEC REI PMT	07738 - ENOTICE INC		-13.66	5,860.32
10/08/2021	APPKT03977	181735		ENOTICE INC SEC REI PMT	07738 - ENOTICE INC		-30.36	5,829.96
10/22/2021	GLPKT16611	JN14719		DAILY CASH POSTING 10/22/2021			2,970.00	8,799.96
11/05/2021	APPKT03999	181977		ENOTICE INC SEC REI PMT	07738 - ENOTICE INC		-13.66	8,786.30
Total Asset:		Beginning Balance: 986.21		Total Activity: 7,800.09			Ending Balance: 8,786.30	

Detail Report

Date Range: 0

Account Name Beginning Balance Total Activity Ending Balance

Liability

31-000-2000 Accounts Payable 0.00 0.00 0.00

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/21/2021	APPKT03923	D11A74C0-0048	181191	Land bank notice SEC PBL	07738 - ENOTICE INC		-12.90	-12.90
07/21/2021	APPKT03923	D11A74C0-0049	181191	Land bank notice SEC PBL	07738 - ENOTICE INC		-13.66	-26.56
08/12/2021	APPKT03923	D11A74C0-0025	181191	Land Bank Ord SEC PBL	07738 - ENOTICE INC		-88.35	-114.91
08/13/2021	APPKT03925	181191		ENOTICE INC SEC PMT	07738 - ENOTICE INC		88.35	-26.56
08/13/2021	APPKT03925	181191		ENOTICE INC SEC PMT	07738 - ENOTICE INC		12.90	-13.66
08/13/2021	APPKT03925	181191		ENOTICE INC SEC PMT	07738 - ENOTICE INC		13.66	0.00
09/08/2021	APPKT03973	D11A74C0-0057	181735	Land bank notice SEC PBL	07738 - ENOTICE INC		-13.66	-13.66
09/08/2021	APPKT03973	D11A74C0-0058	181735	Land bank notice SEC PBL	07738 - ENOTICE INC		-13.66	-27.32
09/08/2021	APPKT03973	D11A74C0-0059	181735	Land bank notice SEC PBL	07738 - ENOTICE INC		-13.66	-40.98
09/08/2021	APPKT03973	D11A74C0-0060	181735	Land bank notice SEC PBL	07738 - ENOTICE INC		-30.36	-71.34
10/06/2021	APPKT03996	D11A74C0-0068	181977	Landbank notice SEC PBL	07738 - ENOTICE INC		-13.66	-85.00
10/08/2021	APPKT03977	181735		ENOTICE INC SEC PMT	07738 - ENOTICE INC		13.66	-71.34
10/08/2021	APPKT03977	181735		ENOTICE INC SEC PMT	07738 - ENOTICE INC		13.66	-57.68
10/08/2021	APPKT03977	181735		ENOTICE INC SEC PMT	07738 - ENOTICE INC		30.36	-27.32
10/08/2021	APPKT03977	181735		ENOTICE INC SEC PMT	07738 - ENOTICE INC		13.66	-13.66
11/05/2021	APPKT03999	181977		ENOTICE INC SEC PMT	07738 - ENOTICE INC		13.66	0.00

Total Liability: Beginning Balance: 0.00 Total Activity: 0.00 Ending Balance: 0.00

Revenue

31-100-4810 Sale of Property 0.00 -8,000.00 -8,000.00

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
09/27/2021	GLPKT16495	JN14626		RCPT 00551811 R & L LAUNDRY LLC 901 E ...			-5,030.00	-5,030.00
10/22/2021	GLPKT16611	JN14719		RCPT 00555596 LANDBANK 1304 S. A			-2,970.00	-8,000.00

Total Revenue: Beginning Balance: 0.00 Total Activity: -8,000.00 Ending Balance: -8,000.00

Detail Report

Date Range: 0 Section III, Item 2. 1

Account	Name	Beginning Balance	Total Activity	Ending Balance
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Expense	Advertising	0.00	199.91	199.91
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[31-100-6301](#)

Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/21/2021	APPKT03923	D11A74C0-0048	181191	Land bank notice	07738 - ENOTICE INC		12.90	12.90
07/21/2021	APPKT03923	D11A74C0-0049	181191	Land bank notice	07738 - ENOTICE INC		13.66	26.56
08/12/2021	APPKT03923	D11A74C0-0025	181191	Land Bank Ord	07738 - ENOTICE INC		88.35	114.91
09/08/2021	APPKT03973	D11A74C0-0057	181735	Land bank notice	07738 - ENOTICE INC		13.66	128.57
09/08/2021	APPKT03973	D11A74C0-0058	181735	Land bank notice	07738 - ENOTICE INC		13.66	142.23
09/08/2021	APPKT03973	D11A74C0-0059	181735	Land bank notice	07738 - ENOTICE INC		13.66	155.89
09/08/2021	APPKT03973	D11A74C0-0060	181735	Land bank notice	07738 - ENOTICE INC		30.36	186.25
10/06/2021	APPKT03996	D11A74C0-0068	181977	Landbank notice	07738 - ENOTICE INC		13.66	199.91

Total Expense:	Beginning Balance: 0.00	Total Activity: 199.91	Ending Balance: 199.91
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Grand Totals:	Beginning Balance: 986.21	Total Activity: 0.00	Ending Balance: 986.21
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Detail Report

Date Range: 0 Section III, Item 2. 1

Account Summary

Account	Name	Beginning Balance	Total Activity	Ending Balance
Asset				
31-000-1001	Cash Account	986.21	7,800.09	8,786.30
Total Asset:		986.21	7,800.09	8,786.30
Liability				
31-000-2000	Accounts Payable	0.00	0.00	0.00
Total Liability:		0.00	0.00	0.00
Revenue				
31-100-4810	Sale of Property	0.00	-8,000.00	-8,000.00
Total Revenue:		0.00	-8,000.00	-8,000.00
Expense				
31-100-6301	Advertising	0.00	199.91	199.91
Total Expense:		0.00	199.91	199.91
Grand Totals:		986.21	0.00	986.21

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
31 - LAND BANK	986.21	0.00	986.21
Grand Total:	986.21	0.00	986.21

Pursuant to Arkansas City Municipal Code Section 2-190(6), the City of Arkansas City Land Bank Board of Trustees hereby publishes the inventory of properties held by the Land Bank:

ID	Address	Flood Plain?	Notes	Zoning	Acreage	Appraised Value
1	118 S 9TH ST	YES	Lot Dimensions: 101'X132'	R-2	0.31	\$ 1,250.00
3	518 N D ST	NO	Lot Dimensions: 50'X132'	R-2	0.15	\$ 2,970.00
5	706 E MADISON AVE	NO	Irregular lot	R-2	0.71	\$ 10,240.00
6	1438 N SUMMIT ST	NO	Lot Dimensions: 41'X125'	C-2	0.12	\$ 35,770.00
8	801 N F ST	PART	Irregular lot	I-1	1.1	\$ 3,800.00
11	1225 N 2ND ST	NO	Lot Dimensions: 50' X 132'	R-2	0.15	\$ 6,600.00
14	522 N D ST	NO	Lot Dimensions: 50'X132'	R-2	0.15	\$ 2,970.00
16	310 N C ST	NO	Lot Dimensions: 50'X132'	R-2	0.15	\$ 3,630.00
17	902 S F ST	NO	Lot Dimensions: 100'X132'	R-2	0.3	\$ 4,950.00
18	606 S SUMMIT ST	NO	Lot Dimensions: 75'X131'	C-3	0.23	\$ 13,160.00
19	1311 N 8TH ST	NO	Lot Dimensions: 50'X130'	R-2	0.15	\$ 4,430.00
20	1313 S J ST	NO	Lot Dimensions: 50'X132'	R-2	0.15	\$ 2,970.00

To acquire a property contained within the Land Bank, please contact Josh White, City of Arkansas City Principal Planner at jwhite@arkansascityks.gov or 620-441-4420.



City Commission Agenda Item

Meeting Date: January 18, 2022
From: Randy Frazer, City Manager
Item: Approve Kansas Main Street Community Application

Purpose: Consider a Resolution authorizing the Arkansas City Area Chamber of Commerce and Arkansas City Main Street Association to submit an application to become a designated Main Street community through the Kansas Main Street program, a self-help technical assistance program that targets revitalization and preservation of downtown districts through the development of a comprehensive strategy program offered by the Kansas Department of Commerce and the Office of Rural Prosperity. **(Voice Vote)**

Background:

The Kansas Main Street program was created by the Kansas Department of Commerce to provide communities with resources that will help to create a framework of success for revitalization and economic development.

The Kansas Main Street program soon will select Kansas cities to participate in the Kansas Main Street program based on a competitive application process, and it is hoped that Arkansas City will be one of those cities.

The City Commission has previously expressed its support of the **Arkansas City Area Chamber of Commerce** and **Arkansas City Main Street Association** as they work to submit such an application, which is due later this month.

At the **Nov. 2, 2021**, commission meeting, City Manager Frazer presented information about the Main Street program and led a discussion with commissioners about the possible merits of supporting the program locally.

The four main points of the Main Street program are **organization, design, promotion** and **economic vitality**. It establishes consensus and cooperation between the public and private sectors, helps to develop volunteers, makes sure the local Main Street organization is solvent, and provides communication and public relations.

The promotional goal is re-establishing the **Downtown Historic District** as a compelling place to shop, visit and invest, while also marketing downtown's unique characteristics through retail promotional activities, special events and image development. Design-wise, the goal is enhancing downtown Arkansas City's visual quality and appeal, including buildings and storefronts, signage, window displays, and Streetscapes.

For economic vitality, the goal is to sharpen the overall competitiveness of downtown businesses through market-based business retention and recruitment efforts, entrepreneurial development, business planning and succession planning, and various financial incentives and capital for development.

Also participating in the Nov. 2 discussion were Arkansas City Area Chamber of Commerce CEO **Paisley Howerton**, plus Main Street Association planning committee members **Candace Hendricks** and **Molly Kuhn**.

By approving the attached resolution, the City Commission would be endorsing the following actions:

- the submission of this competitive Kansas Main Street application and agreeing to participate in the Kansas Main Street program, if Arkansas City is selected;
- the goal of economic revitalization of the Downtown Historic District within the context of the preservation and rehabilitation of its historic buildings;

- the Arkansas City Main Street Association members’ participation in all required meetings and training sessions for the Kansas Main Street program; and
- the Chamber of Commerce and Arkansas City Main Street Association as the organizations to house the Downtown Revitalization Steering Committee and serve as the financial conduit for associated grants.

Approval of this item also will authorize Mayor Kanyon Gingher to sign a Letter of Support for the application.

Commission Options:

1. Approve the Resolution.
2. Disapprove the Resolution.
3. Table the Resolution for further consideration at a special meeting prior to **January 28**.

Fiscal Impact:

Amount: \$30,000.00 in **2023**

Fund: _____ Department: _____ Expense Code: _____
 Included in Budget Grant Bonds Other (explain):

Chamber of Commerce CEO has requested **\$30,000** from the City in the 2023 budget as startup funds for the organization if the Main Street application is ultimately approved and Arkansas City selected for the program.

Attachments:

1. Resolution No. 2022-01- _____
2. City Letter of Support

Approved for Agenda by:



Randy Frazer, City Manager

A RESOLUTION AUTHORIZING THE ARKANSAS CITY AREA CHAMBER OF COMMERCE/ARKANSAS CITY MAIN STREET ASSOCIATION TO SUBMIT AN APPLICATION TO BECOME A DESIGNATED MAIN STREET COMMUNITY THROUGH THE KANSAS MAIN STREET PROGRAM, A SELF-HELP TECHNICAL ASSISTANCE PROGRAM THAT TARGETS REVITALIZATION AND PRESERVATION OF DOWNTOWN DISTRICTS THROUGH THE DEVELOPMENT OF A COMPREHENSIVE STRATEGY PROGRAM OFFERED BY THE KANSAS DEPARTMENT OF COMMERCE AND THE OFFICE OF RURAL PROSPERITY.

WHEREAS, the Kansas Main Street program has been created to provide communities with resources that will help to create a framework of success for revitalization and economic development; and

WHEREAS, the Kansas Main Street program will be selecting Kansas cities to participate in the Kansas Main Street program based on a competitive application process; and

WHEREAS, the Governing Body of the City of Arkansas City, Kansas, has previously expressed its support of the Arkansas City Area Chamber of Commerce/Arkansas City Main Street Association as they work to submit such an application.

NOW, THEREFORE, IN CONSIDERATION OF THE AFORESTATED PREMISES, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby endorses the submission of this competitive Kansas Main Street application and agrees to participate in the Kansas Main Street program, if selected.

SECTION TWO: The Governing Body of the City of Arkansas City, Kansas, endorses the goal of economic revitalization of the Downtown Historic District within the context of the preservation and rehabilitation of its historic buildings.

SECTION THREE: The Governing Body of the City of Arkansas City, Kansas, endorses the Arkansas City Main Street Association members’ participation in all required meetings and training sessions for the Kansas Main Street program.

SECTION FOUR: The Governing Body of the City of Arkansas City, Kansas, endorses the Arkansas City Area Chamber of Commerce and Arkansas City Main Street Association as the organizations to house the Downtown Revitalization Steering Committee and serve as the financial conduit for associated grants.

SECTION FIVE: This Resolution shall be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City, Kansas.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 18th day of January, 2022.

(Seal)

Kanyon Gingher, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

Section , Item 1.

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-01-____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on January 18, 2022, as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk



Office of the City Manager

January 12, 2022

ATTN: Scott Sewell
Director, Kansas Main Street
Kansas Department of Commerce
1000 SW Jackson St. Suite 100
Topeka, KS 66612

Dear Scott,

On behalf of the City of Arkansas City, Kansas, it is our pleasure to write this letter supporting an application for Arkansas City to become a designated Main Street Community through the State of Kansas.

The revitalization of our Downtown Historic District is very important, and it will contribute to overall improvement of quality of life in Arkansas City.

We expect the future will bring us many opportunities for increased tourism due to the development of the “lost city” of Etzanoa settlement.

This is the optimal time for us to put into place plans to create a destination area for both our community members and out-of-town visitors.

We believe a healthy and vibrant downtown is beneficial to our local economy and quality of life, and we look forward to planting the seeds of change through this exciting Kansas Main Street opportunity!

Sincerely,

Randy Frazer
City Manager
City of Arkansas City

Kanyon Gingher
Mayor
City of Arkansas City



City Commission Agenda Item

Meeting Date: January 18, 2022
From: Rod Philo, Environmental Services
Item: WWTP Improvements Management Services

Purpose: Consider a Resolution authorizing the City of Arkansas City to enter into Supplemental Agreement No. 1 with BG Consultants, Manhattan, Kansas, to provide Resident Construction Observation and Construction Engineering Services during construction improvements to the Wastewater Treatment Plant, for an amount not to exceed \$500,000.00. **(Voice Vote)**

Background:

BG Consultants performed the duties of Owner’s Representative during the design phase of the Wastewater Treatment Plant Improvements Project. This supplemental agreements No. 1 will allow them to continue representing the City during the construction improvements phase of the Project.

Commission Options:

1. Approve the Resolution
2. Disapprove the Resolution
3. Table the Resolution for further consideration

Fiscal Impact:

Amount: \$500,000.00

Fund: **18 (Sewer)** Department: **660 (Wastewater Treatment)** Expense Code: **7402 (Capital Improvement)**

Included in budget Grant Bonds Other Not Budgeted

Approved for Agenda by:

Randy Frazer, City Manager

RESOLUTION NO. 2022-01

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO ENTER INTO SUPPLEMENTAL AGREEMENT NO. 1 WITH BG CONSULTANTS, MANHATTAN, KANSAS, TO PROVIDE RESIDENT CONSTRUCTION OBSERVATION AND CONSTRUCTION ENGINEERING SERVICES DURING CONSTRUCTION IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT, FOR AN AMOUNT NOT TO EXCEED \$500,000.00.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF ARKANSAS CITY, KANSAS:

SECTION ONE: The Board of City Commissioners of the City of Arkansas City hereby authorizes the City Manager to enter into Supplemental Agreement No. 1 with BG Consultants, Manhattan, Kansas, to provide Resident Construction Observation and Construction Engineering Services during construction improvements to the Wastewater Treatment Plant, for an amount not to exceed \$500,000.00. Such proposal is attached hereto and incorporated by reference as if fully set forth herein.

SECTION TWO: This Resolution will be in full force and effect from its date of passage by the Board of City Commissioners of the City of Arkansas City.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 18th day of January, 2022.

(Seal)

Kanyon Gingher, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-01-_____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on January 18, 2022, as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk

**Supplemental Agreement No. 1
to
Professional Services Agreement
Between
City of Arkansas City, KS and BG Consultants, Inc.
for
18-1423E City of Arkansas City WWTP Improvements
Professional Engineer PMS Services**

The purpose of this Supplement No. 1 is to define additional professional services requested by the **City of Arkansas City**, hereinafter called the **CLIENT**, to be provided by **BG Consultants**, hereinafter called the **CONSULTANT**. This agreement is a supplement to the **City of Arkansas City WWTP Improvements: Professional Engineer PMS Services** and **BG CONSULTANTS, Inc.**, DATED **April 16, 2019**.

SECTION I – SCOPE OF SERVICES

Under the terms of Supplement No. 1, the **CLIENT** and **CONSULTANT** agree to modify the scope of services to include, **KDHE SRF Contract Provisions for Consultant Contracts** (6 pages total See Attached) and additional professional services to include **Resident Project Representative and Construction Engineering Services** described as follows:

1. Provide general administration of the construction contract including **Resident Construction Observation (full time) and Construction Engineering Services (part time) Exhibit A**.
2. Participate and chair the preconstruction conference
3. Process contractor equipment and material submittals in accordance with project documents.
4. Process applications for payment and project change orders in accordance with project documents.
5. Process completion paperwork including substantial completion and final completion certificates.

SECTION II – COMPENSATION

As compensation for the additional services required as described in Section I, The **CLIENT** agrees to pay the **CONSULTANT** a fee based on the actual hours expended on the Project at the rates indicated in the attached **Fee Schedule** and the actual reimbursable expenses permitted under this Agreement and incurred on the Project, but not to exceed a maximum fee of \$500,000.00 Dollars. This fee is based on the scope of Services outlined in Section I of this Agreement and shall be based on a 14-month work schedule as proposed by the City selected Design Build Joint Venture. Payment is due within thirty (30) days of billing by the **CONSULTANT** and any late payment will incur an interest charge of one and one-half (1½) percent per month. Furthermore, all billings will be made on a monthly basis for the prior month’s work.

SECTION III – OTHER MATTERS

It is mutually agreed and understood that all terms of the original Agreement, not specifically revised by this Supplement No. 1, shall remain unchanged and in full force.

IN WITNESS WHEREOF, the parties have executed this Supplement No. 1 on this 21st day of December, 2021.

City of Arkansas City, KS
CLIENT

BG Consultants, Inc.
CONSULTANT

By _____

By _____
Thaniel Monaco, P.E.

Title _____

Title Vice President

Date _____

Date _____

KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS

STATE OF KANSAS
ACT AGAINST DISCRIMINATION
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.

MUNICIPALITY City of Arkansas City

CONTRACTOR'S
SIGNATURE



TITLE Vice President

KPWSLF NO. C20 1812-01

DATE December 16, 2021



C20 1812-01
KDHE PROJECT #

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Thaniel Monaco, Vice President

Typed Name & Title of Authorized Representative

December 16, 2021

Signature and Date of Authorized Representative

Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Contract Provisions for the Kansas Act Against Discrimination

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

Contract Provisions for Restrictions on Lobbying

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

Contract Provisions for the Trafficking Victims Protection Act of 2000

The Contractor, its employees, sub-contractors, and sub-contractors employees under any KPWSLF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

Contract Provisions for Suspension and Debarment

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contract Provisions for Non Discrimination

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

Contract Provisions for Non Segregated Facilities

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.



2022 BG CONSULTANTS STANDARD HOURLY RATES

<u>POSITION</u>	<u>STANDARD PER HOUR 2022</u>
PRINCIPAL III	\$280.00
PRINCIPAL II	\$245.00
PRINCIPAL I	\$222.00
ENGINEER/ARCHITECT V	\$200.00
ENGINEER/ARCHITECT IV	\$177.00
ENGINEER/ARCHITECT III	\$167.00
ENGINEER/ARCHITECT II	\$156.00
ENGINEER/ARCHITECT I	\$135.00
INTERN ENGINEER/GRADUATE ARCHITECT IV	\$153.00
INTERN ENGINEER/GRADUATE ARCHITECT III	\$146.00
INTERN ENGINEER/GRADUATE ARCHITECT II	\$136.00
INTERN ENGINEER/GRADUATE ARCHITECT I	\$117.00
TECHNICIAN IV	\$140.00
TECHNICIAN III	\$124.00
TECHNICIAN II	\$110.00
TECHNICIAN I	\$99.50
TECHNICIAN	\$74.00

SENIOR CONSTRUCTION OBSERVER	\$140.00
CERTIFIED CONSTRUCTION OBSERVER	\$114.00
CONSTRUCTION OBSERVER	\$100.00
SENIOR PROJECT SURVEYOR	\$180.00
PROJECT SURVEYOR	\$150.00
ASSISTANT PROJECT SURVEYOR	\$125.00
FIELD SUPERVISOR	\$110.00
FIELD SURVEYOR II	\$89.00
FIELD SURVEYOR I	\$76.00
CLERICAL II	\$74.00
CLERICAL I	\$59.00

- Note:
- 1) The hourly rates shown above are effective for services through December 31st of the contract year and are subject to revision annually.
 - 2) For any Federal Wage and Hour Law nonexempt personnel, overtime will be billed at 1.5 times the hourly labor billing rates shown.
 - 3) Expert Witness and Depositions will be charged at 1.5 times the hourly labor billing rates shown.

EXHIBIT A

Portions of:

Exhibit A – Construction Engineering Services and Resident Project Representative.
EJCDC® E-500 (modified excerpts), Agreement Between Owner and Engineer for Professional
Services.

SECTION A – CONSTRUCTION ENGINEERING SERVICES

A1.01 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Section B. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Section B.
 3. *Pre-Construction Conference:* Participate in and chair a pre-construction conference prior to commencement of Work at the Site.
 4. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
 5. *Original Documents:* Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including

Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

6. *Schedules*: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
7. *Baselines and Benchmarks*: establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
8. *Visits to Site and Observation of Construction*: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- c. The visits described above shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner
9. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 10. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 11. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
 12. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
 13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
 14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner and prepare Change Orders and Work Change Directives as requested.
 15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
 16. *Shop Drawings, Samples, and Other Submittals:* Review and take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences, or procedures

of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal"*: Evaluate and provide recommendation to the owner as the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. Review of substitutes "or equals" shall be in accordance with the General Conditions of the Construction Contract.
18. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents and performed by OTHERS. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be observed, tested, or approved by OTHERS.
 - c. Pursuant to the terms of the Construction Contract, require special observations or testing of the Work by OTHERS, whether or not the Work is fabricated, installed, or completed.
19. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, recommend approval to owner in whole, or deny it in part and recommend approval to owner in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
20. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions

precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed evaluations of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.01.A.16. Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.
 22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
 - a. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Owner.

- b. The Engineer shall prepare Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing 2 copies of such Record Drawings to Owner.
24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to provide opinion as to whether the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative Services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.02 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of known damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of defective Work and needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of known damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. Notify known regulatory agencies of the completion of the project
 - b. Two (2) sets of As-Built Drawings
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

SECTION B – Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.01, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but

not including Contractor's safety meetings), and prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with known Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of known Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that known Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of known Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval by OTHERS.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups by OTHERS.
- b. Observe that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including those to be performed by public or known agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or known agencies having jurisdiction over the Work, record the results of these inspections by OTHERS, and report to Engineer.

11. *Records:*

- a. Maintain at the Site files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, contractor approved Shop Drawing and Sample submittals, and Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, general daily activities, decisions, observations in general, and observations as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.

- f. Upon completion of the Work, furnish original set of RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports provided by OTHERS.
- c. Inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, observe that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the recommendation of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to observe completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Final Completion documentation.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

End of Exhibit A



City Commission Agenda Item

Meeting Date: January 18, 2022
From: Marla McFarland, Human Resources Division
Item: Personnel Policies and Guidelines Manual for the City of Arkansas City .

Purpose: Consider a Resolution adopting by reference the Personnel Policies and Guidelines Manual for the City of Arkansas City. (***Voice Vote***)

Background:

Complete review and update of all personnel related policies.

Commission Options:

1. Approve the Resolution
2. Disapprove the Resolution
3. Table the Resolution for further consideration

Fiscal Impact:

Amount: Estimated additional annual cost approximately : N/A

Fund: N/A Included in budget Grant Bonds Other (explain)

Approved for Agenda by:

Randy Frazer, City Manager

A RESOLUTION ADOPTING BY REFERENCE THE PERSONNEL POLICIES AND GUIDELINES MANUAL FOR THE CITY OF ARKANSAS CITY.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:

SECTION ONE: The Governing Body of the City of Arkansas City hereby adopts and implements the Personnel Policies and Guidelines Manual attached hereto and incorporated by reference as if fully set forth herein.

SECTION TWO: The Governing Body of the City of Arkansas City hereby authorizes the Mayor and/or City Manager of the City of Arkansas City to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

SECTION THREE: This Resolution will be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this _____ day of _____, 2022.

(Seal)

Kanyon Gingher, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-01-____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on _____, as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk

January 1, 2022

Employee Manual

Newly Created Policies:

- 1. Customer Relations and Communications**
 - a. Customer Relations
 - b. Effective Communication Between City Commissioners and City Employees
 - c. Confidential Information
 - d. Release of Information
 - e. Suggestions
 - f. Open Communication
- 2. Legal Compliance**
 - a. Genetic Anti-Discrimination (GINA)
- 3. Employment Classifications**
 - a. Temporary/Seasonal
 - b. Elected Officials
 - c. Volunteers
- 4. Employee Development and Training**
 - a. Training and Travel Expenses
- 5. Government Required Coverage**
 - a. Unemployment
- 6. Benefits**
 - a. Children's Health Insurance Program Reauthorization Act (CHIPRA)
- 7. Worker's Compensation**
 - a. Authorized Physician
- 8. Cannabidiol (CBD)**
- 9. Technology**
 - a. Computers, Electronic Mail and or Voicemail Usage
- 10. Cellular Phone Use**
- 11. Separation from City Employment**
 - a. Employment References on Former Employees

Changes to Current Policies:

- 1. Recruitment, Selection and Placement**
 - a. Nepotism – added domestic partner.
 - b. Political Activity – new policy but there are no substantial changes from the current policy.
 - c. Dress Code and Personal Appearance - new policy but there are no substantial changes from the current policy.
 - d. Personal and Romantic Relationships - new policy but there are no substantial changes from the current policy.

2. New Employee Information

a. Smoking, Vaping and Smokeless Tobacco

Current Policy:

No employee of the City may use any tobacco products or smoke while at work, except in areas designated by the employer. There shall be no tobacco use in any City vehicles.

Proposed Policy:

It is the policy of the City to comply with all applicable federal, state and local regulations regarding smoking in the workplace and to provide a work environment that promotes productivity and the well-being of its employees.

Smoking and vaping shall not be permitted in any City building or enclosed facility, including but not limited to community buildings, treatment plants, concession areas and restrooms. Tobacco use and e-cigarettes (vaping) are prohibited in city vehicles.

Smoking and vaping shall be permitted only at a reasonable distance of ten (10) feet outside entrances, operable windows and ventilation systems so as to insure that tobacco smoke and vaping odors do not enter those areas.

While using any tobacco and e-cigarette products, employees are not to foul areas immediately adjacent to entrances to buildings, with smoke or debris.

Unless specifically authorized by the department head use of chewing tobacco is not permitted. In cases where the use of chewing tobacco is authorized by the department head employees shall not use chewing tobacco in situations where the use of such would be inappropriate (e.g., in view of the public, meetings, trainings, etc.).

While using chewing tobacco, employees are expected to be very courteous and always properly dispose of the chewing tobacco waste receptacle. At no time are these waste receptacles to be left in city vehicles or stored in the view of others.

3. Benefits

a. Safety Footwear

Current Policy:

Each Department/Division head will determine the appropriate protection required for feet and ankles based on the work assigned to each worker, and ensure each worker wears appropriate footwear.

To determine appropriate protection, the following factors will be considered: slipping, uneven terrain, abrasion, ankle protection and foot support, crushing potential, temperature extremes, corrosive substances, puncture hazards, electrical shock, and any other recognizable hazard.

If a Department/Division Head determines that the employee's position requires reinforced-toe boots or other specific Safety Footwear other than closed-toe street shoes, the employee must purchase the requisite Safety Footwear at his or her own cost and expense; and shall be eligible for a Safety Footwear reimbursement (taxable income). The Safety Footwear reimbursement benefit may be claimed up to one time per calendar year, not to exceed \$200 in a two-calendar-year period. The actual amount, up to \$200 (less applicable payroll taxes); will be reimbursed to the employee as taxable wages, through the payroll process, as required by the Internal Revenue Service (IRS).

Please note: Special Safety Footwear is purchased, at the sole expense of the City, for the use of affected employees of the Fire/EMS Department. Therefore there is no such allowable, reimbursable expense for that Department.

- No slip-on-type boots will be considered acceptable unless ankle support has been incorporated within the manufacturer's design.
- Required Safety Footwear can be purchased at the vendor of the employee's choice.
- Departments/divisions will be responsible for approving the purchase of Safety Footwear.
- Employees shall be responsible for maintaining their Safety Footwear.
- Any lost, stolen or abused footwear will be replaced at the employee's expense.
- Employees who report to work without the proper Safety Footwear shall be subject to discipline, up to and including termination.
- Employees who are not able to wear Safety Footwear for medical reasons must provide a doctor's certificate to the Human Resource Manager requesting exemption from this requirement.
- Supervisors at all levels shall be responsible for insuring compliance with this policy.

Affected employees shall comply with this policy and shall be responsible for properly using, maintaining, and wearing appropriate Safety Footwear.

Process:

- 1) Employee will visit the provider of his or her choice.
- 2) Employee will select Safety Footwear that complies with the requirements noted within this policy.
- 3) Employee will purchase the Safety Footwear with his or her own funds.
- 4) Employee will provide the receipt and the completed, approved Safety Footwear Reimbursement Form, with their timecard, to the Finance Department, via their Department/Division head, for payment.
- 5) The taxable reimbursement will be processed and provided on the employee's next regular payroll check, after receipt of the Safety Footwear Reimbursement Form.
- 6) Applicable income, Social Security and Medicare taxes will be withheld as required by the IRS.

Proposed Policy:

Each department head will determine the appropriate protection required for feet and ankles based on the work assigned to each worker and ensure each worker wears appropriate footwear.

To determine appropriate protection, the following factors will be considered:

1. Slipping
2. Uneven terrain
3. Abrasion
4. Ankle protection
5. Foot support
6. Crushing potential
7. Temperature extremes
8. Corrosive substances
9. Puncture hazards
10. Electrical shock
11. Any other recognizable hazard

No slip-on-type boots will be considered acceptable unless ankle support has been incorporated within the manufacturer's design.

If Safety Footwear is a requirement of the job, employees who are not able to wear Safety Footwear for medical reasons will need to provide a doctor's certificate to the Human Resources Division requesting exemption from this requirement.

If a department head determines the employee's position requires reinforced-toe boots or other specific Safety Footwear other than street shoes, the employee will receive an annual payment of one-hundred-twenty-five dollars (\$125.00) to purchase the required Safety Footwear. This benefit has been "grossed-up" to help insure you receive approximately one-hundred dollars (\$100.00) to spend on Safety Footwear each year.

This payment will be provided on the first Payroll Check of every year. Please be aware this payment is considered taxable income by the Internal Revenue Service (IRS).

Affected employees shall comply with this policy and shall be responsible for properly using, maintaining and wearing appropriate Safety Footwear.

12. Types of Leave

- a. Wellness Day Leave Separation Payments – Proposing to pay out any earned Wellness Day for any type of separation from city employment.
- b. Funeral Leave – added (1) domestic partner; (2) daughter or son of employee's spouse or domestic partner; and (3) any relative in living in the household of the employee.

- 13. Motor Vehicle Operation** – added "In addition, employees operating any vehicle on City business must be covered by the City's vehicle insurance policy (not be excluded due to his or her driving record)."

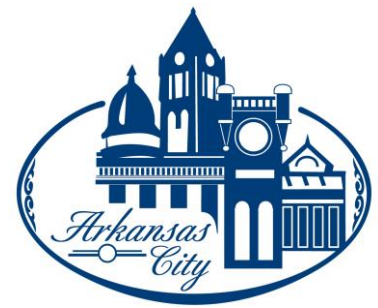
14. Standards of Conduct

- b. Anti-Bullying Workplace - new policy but there are no substantial changes from the current policy.

- c. Unacceptable Activities - new policy but there are no substantial changes from the current policy.
- 15. Changed policy so that all travel for work is compensated.
- 16. Changed from 1 year back to 6 months for vacation leave payout.
- 17. Waiting period for health and dental – 1st of the month following 30 days of full-time employment.
- 18. Changed some compensatory time accrual limits.
- 19. Change Holiday Banked Time accrual limits.
- 20. Proposing additional holidays.
- 21. Implementing a referral bonus.
- 22. Added deferred comp ROTH option explanation.
- 23. New Technology policy.
- 24. New Social Media policy.



City of
Arkansas
City



Employee
Manual



The City of Arkansas City
strives to provide a high
quality of life for its
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Welcome to the City of Arkansas City

Thank you for choosing to join our team! We hope you agree that you have a great contribution to make to the City of Arkansas City, and that you will find your employment at the City of Arkansas City a rewarding experience. We look forward to the opportunity of working together to create a more successful organization. We also want you to feel that your employment with the City of Arkansas City will be a mutually beneficial and gratifying one.

You have joined an organization that has established an outstanding reputation for quality. Credit for this goes to everyone in the organization. We hope you, too, will find satisfaction and take pride in your work here. As a member of the City of Arkansas City team, you will be expected to contribute your talents and energies to further improve the environment and quality of the City.

This Employee Manual may provide answers to most of the questions you may have about the City of Arkansas City's benefit programs, as well as City policies and procedures. You are responsible for reading and understanding this Employee Manual. If anything is unclear, please discuss the matter with your supervisor.

I extend to you my personal best wishes for your success and happiness at the City of Arkansas City.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Frazer", with a long horizontal flourish extending to the right.

Randy Frazer
City Manager
City of Arkansas City



Mission

The City of Arkansas City strives to provide a high quality of life for its citizens by furnishing a variety of efficient services in a professional, courteous manner.

Statement of Organizational Values

We value Professional Ethics, which includes:

- Honesty
- Compassion
- Fairness
- Confidentiality
- Reliability
- Stewardship of Resources
- Respectfulness
- Non-Discriminatory Behavior
- Professionalism & Personal Courtesy

We value Commitment to Citizens through Customer Service, which includes:

- Courteous Interaction with the Public
- Pride & Ownership
- Programs that Address Citizen Needs
- A Sense of Urgency and Responsiveness
- A Service-Oriented Approach to Patrons
- Listening as well as Hearing

We value Commitment to Excellence, which includes:

- An Ability to see the Big Picture
- A Sense of Pride
- A Commitment to Employee Knowledge
- Employee Professionalism
- Accountability
- Teamwork
- Protection of Health, Safety & Public Welfare
- Willingness to Embrace Change
- A Commitment to Organizational Goals
- Clear Communication

It is our commitment to uphold these core values to the highest degree possible while representing the City of Arkansas City in carrying out our municipal duties as public servants. As a result, these values form the basis for our interactions with the general public, with other agencies and with each other.

This Employee Manual, drafted in 2021, has been prepared to inform you of the City of Arkansas City's history, philosophy, employment practices and policies, as well as the benefits provided to you as a valued employee.

Our History

The City of Arkansas City, Kansas, is located in Cowley County at the confluence of the Arkansas and Walnut rivers in south central Kansas, near the Kansas-Oklahoma state line. The City limits encompass 9.3 square miles.

Arkansas City, surrounded by rich farm and ranch land, is about 58 miles southeast of Wichita. The 2020 Census population was 11,974 residents.

The City of Arkansas City, founded in 1870 and incorporated in 1884, is a city of the second class. The City adopted the commission-manager form of government in an election in 1930. This was reaffirmed in 2016 with the unanimous passage of Charter Ordinance No. 29.

The commission-manager plan is the system of local government that combines the strong political leadership of locally elected City Commissioners with the strong managerial experience of an appointed local government manager. The plan establishes a representative system in which all power is concentrated in the elected City Commission as a whole, and the Commission hires a professionally trained manager to oversee the management of the City's operations and its delivery of public services.

Three (3) of the City's commissioners are elected on the first Tuesday in November of every odd-numbered year. In each election, the two (2) candidates with the highest number of votes receive four (4) year terms and the candidate with the third-highest number of votes receives a two (2) year term. Current practice is that the highest vote-getter becomes the new Mayor in the second year of his or her term, while the second highest vote-getter becomes Vice-Mayor that year and the new Mayor during the subsequent year. The newly elected commissioners are sworn-in during the first commission meeting, held in January, following the election.

What You Can Expect from the City of Arkansas City

The City of Arkansas City believes in creating a harmonious working relationship between all employees. In pursuit of this goal, the City of Arkansas City has created the following employee relations objectives:

- Provide an exciting, challenging and rewarding workplace and experience.
- Select people on the basis of skill, training, ability, attitude and character without discrimination with regard race, religion, color, sex, disability, national origin, ancestry, pregnancy, age (40+), military status, veteran status, genetic information or any other characteristic(s) protected by applicable federal, state or local laws or a disability that does not prohibit performance of essential job functions.
- Compensate all employees according to their effort and contribution to the success of our services.
- Review wages, employee benefits and working conditions regularly with the objective of being competitive in these areas consistent with sound business practices.
- Provide (vacation / sick leave / paid time off) and holidays to all eligible employees.
- Assure employees, after talking with their supervisor, an opportunity to discuss any issue or problem with the City Manager.
- Take prompt and fair action of any complaint which may arise in the everyday conduct of our business, to the extent that is possible.
- Respect individual rights and treat all employees with courtesy and consideration.
- Maintain mutual respect in our working relationships.
- Provide buildings and offices that are comfortable, orderly and safe.
- Promote employees on the basis of their ability and merit.
- Make promotions or fill vacancies from within the City whenever practical.
- Keep all employees informed of the progress of the City as well as the City's overall goals and objectives.
- Promote an atmosphere in keeping with the City's Mission and Statement of Organizational Values.

What the City of Arkansas City Expects from You

The City of Arkansas City needs your help in making each working day enjoyable and rewarding. Your first responsibility is to know your own duties and how to do them promptly, correctly and pleasantly. Secondly, you are expected to cooperate with management and your fellow employees and to maintain a good team attitude.

How you interact with fellow employees and those whom the City serves, and how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire service offered by the City. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability.

You are encouraged to grasp opportunities for personal development offered to you. This Employee Manual offers insight on how you can perform positively and to the best of your ability to meet and exceed the City of Arkansas City's expectations.

We believe in direct access to management. We are dedicated to making the City of Arkansas City an organization where you can approach your supervisor, or any member of management, to discuss any problem or question.

We expect you to voice your opinions and contribute your suggestions to improve the quality of the City of Arkansas City. (Please take a look at the "Suggestions," Policy under Customer Relations and Communications Chapter.) We're all human, so please communicate with each other and with management.

Remember, you help create the pleasant and safe working conditions that the City of Arkansas City intends for you. The result will be better performance for the City overall and personal satisfaction for you.

Employee Manual Guidance

The purpose of this Employee Manual is to promote cooperation, efficiency and unity in public service by clearly communicating the personnel policies, rules, regulations and procedures applicable to City of Arkansas City employees.

This Manual applies to all City employees; but, does not apply to the Governing Body, appointed board members or individuals with whom the city contracts for services (e.g., Municipal Judge and Prosecutor).

Some of the subjects described herein, such as insurance plans, are covered in detail in official Plan Documents. Employees should refer to those documents for specific information, since this Employee Manual only briefly summarizes those benefits. Please note that the terms of the written insurance policy(ies) are controlling.

The City of Arkansas City, at its sole option, may alter, amend, delete, supplement or change, any part or parts of the policies contained within this Employee Manual at any time without prior notice as needs and/or conditions dictate. New or revised policies shall be effective on dates determined by the City and shall remain in effect until the City gives notice to the contrary.

No one, other than the City Commission of the City of Arkansas City, may alter or modify any of the policies in this Employee Manual. Any alteration or modification of the policies contained in this Employee Manual will be made available.

No statement or promise by a supervisor, manager or department/division head, past or present, may be interpreted as a change in policy nor will it constitute an agreement or contract with any employee.

Each department/division may have administrative regulations as are necessary, reasonable or convenient for the conduct of the department/division. No department/division may adopt regulations in violation of, or in conflict with, regulations approved and adopted by the City Commission or established by the City Manager.

Should anything in this Employee Manual be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Manual, but only that particular piece.

This Employee Manual replaces (supersedes) any and all other or previous City of Arkansas City Employee Manuals or other City of Arkansas City policies whether written or oral.

Chapter 1 - Customer Relations and Communications

1.1 Customer Relations

The success of the City of Arkansas City depends upon the quality of the relationships between the City, our employees, customers/citizens, suppliers and the general public. Our customers'/citizens' impression of the City of Arkansas City and their interest and willingness to interact well with us is greatly formed by the people who serve them.

In a sense, regardless of your position, you are the City of Arkansas City's ambassador. The more goodwill you promote, the more our customers/citizens will respect and appreciate you and City of Arkansas City services.

Below are several things you can do to help give customers/citizens a good impression of the City. These are the building blocks for our continued success:

- ✓ Act competently and deal with customers/citizens in a courteous, ethical and respectful manner;
- ✓ Communicate pleasantly and respectfully with other employees at all times;
- ✓ Follow up on requests and questions promptly, provide professional replies to inquiries and requests and perform all duties in an orderly manner; and,
- ✓ Take great pride in your work and enjoy doing your very best.

1.2 Effective Communication between the City Commission and City Employees

Governance of a City relies on the cooperative efforts of elected officials, who set policy and priorities, and City employees, who analyze problems and issues, make recommendations and implement and administer the Commission's policies. The following are general guidelines to help facilitate effective communications between the City Commission, its members and City employees.

1.2.a. Communication Channels

While any employee is available to answer Commission questions and requests for information, the City Manager is the primary information liaison between the Commission and City employees. Should a Commission member make an information request to a particular employee, the employee should inform the City Manager so that he or she is aware of the Commission's requests and needs.

1.2.b. Role of City Commission

The role of the Commission is as the legislative body. The Commission is responsible for approving the budget, setting policy goals and adopting strategic plans. The primary functions of employees are to execute Commission policy and actions taken by the Commission and in keeping the Commission informed. Employees are obligated to take guidance and direction only from the City Manager or supervisor and department/division head.

1.2.c. Respect for the City Commission

City employees will make every effort to respond, in a timely and professional manner, to all requests for information or assistance made by individual Commission members. However, if a request reaches a certain degree in either terms of workload or policy, it may be more appropriate to make the assignment through the direction of the full City Commission. If this should occur, please notify the City Manager of such situation.

1.2.d. Employee Recommendations

Employees are expected to provide the best professional recommendations on issues, providing information about alternatives to employee recommendations as appropriate, as well as pros and cons for recommendations and alternatives.

Sometimes employees may make recommendations that we know will be unpopular with the public and Commission members. Employees will need to respect the role of the Commission as policy makers for the City and understand that the Commission must consider a variety of opinions and community values in their decision-making in addition to employee recommendations.

1.2.e. Commission Policy

Regardless of whether it was the employee's preferred recommendation or not, employees will strongly support and advocate the adopted Commission policy and direction.

1.3 Employee Council

The City of Arkansas City values its employees as the most significant resource available to City government. It is committed to candid, open communication among City staff. An ongoing communication process is vital to a healthy, progressive and trusting attitude within the municipal organization. In order to enhance communication on an ongoing basis, the Employee Council has been established.

The Employee Council is an advisory group whose purpose is to provide input to the City Manager and management staff regarding general employee issues, suggestions or concerns. The Council may make recommendations from time to time, suggesting improvements in City policies and procedures. The Council also serves as a sounding board for management's ideas and/or concerns, and to communicate goals and plans to employees.

Additionally, the Council serves as a focus group for developing and maintaining ongoing programs for employee appreciation and recognition.

1.3.a. Council Structure and Membership

The Employee Council is a function of the Human Resources Division within the City Manager Department. The City Manager and Human Resources Director facilitate the overall function of the Council, but do not vote.

In addition to nonvoting staff members, the Council is composed of ten (10) voting members, representing the following departments/divisions:

1. City Manager Department
2. Environmental Services Department
3. Fire/Emergency Medical Services Department
4. Police Department
5. Public Services Department

Each of these departments/divisions should be represented by one (1) supervisory employee and one (1) nonsupervisory employee.

1.3.b. Member Selection and Terms

On a biannual basis, City employees will be given an opportunity to nominate two (2) employees from their department/division for consideration of membership on the Council to fill one of the ten (10) seats. The City

Manager, or his or her designee, will determine the final membership of the Council from these nominations, based on several factors, including but not limited to diversity, broad departmental representation and blend of personnel.

Terms on the Council are for two (2) years, starting in February and ending in January two (2) years later. Council members may not serve consecutive, two-year (2) terms. The City Manager may make an exception, however, if a department/division is small enough that a sufficient pool of candidates does not exist without consideration of a current Council member, or if that member is the only suitable candidate for appointment to the seat that is scheduled to open.

In February of each year those members who have served two (2) years on the Council will be replaced with new members. Those who have served only one (1) year will remain on the Council for one (1) additional year. If a member resigns, or is removed before his or her term expires, a replacement will be selected by the City Manager from the employees previously nominated, if a suitable number remains available for consideration.

Otherwise, the process shall begin anew as previously stated. Replacement members shall be appointed to finish the unexpired term of their predecessors.

Only second-year Council members are eligible to serve as chairperson. The chairperson shall be selected by a majority of the voting members of the Council to serve a one (1) year term from February through January of the following year.

1.3.c. Meetings

The Employee Council generally meets on a quarterly basis (January, April, July and October), unless there is some business that necessitates a special meeting to be called or there is no business to be discussed that quarter, at which point the meeting may be canceled by the City Manager.

1.4 Confidential Information

Upon accepting employment with the City of Arkansas City, you were asked to sign a Confidentiality Agreement, which generally provides that you will not disclose or use any of the City's confidential information, either during or after your employment. We sincerely hope that our relationship will be long-term and mutually rewarding; however, your employment with the City assumes an obligation to maintain confidentiality, even after you leave our employ.

Additionally, our customers/citizens entrust the City of Arkansas City with important information. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, the City of Arkansas City earns the respect and further trust of our customers/citizens.

If you are questioned by someone outside the City organization and you are concerned about the appropriateness of giving them certain information, you are not required to answer. Instead, as politely as possible, refer the request to your supervisor.

No one is permitted to remove or make copies of any City of Arkansas City records, reports or documents without prior management approval. Disclosure of confidential information could lead to termination, as well as other possible legal action.

1.5 Release of Information

Public statements or the release of information on all matters related to municipal policy, administration and the operation of any department/division shall, unless otherwise directed, be made only by the City Manager, the Public Information Officer and other personnel specifically authorized or approved by the City Manager.

1.6 Suggestions

We encourage all employees to bring forward their suggestions and good ideas about how the City of Arkansas City can be made a better place to work, our services improved and our customer service enhanced. When you see an opportunity for improvement please talk it over with your supervisor. He or she can help you bring your idea to the attention of the people in the City who will be responsible for possibly implementing it.

All suggestions are valued and listened to. When a suggestion from an employee has particular merit, we provide for special recognition of the individual(s) who had the idea.

1.7 Open Communication

The City strives to maintain a good working atmosphere and environment, and an excellent relationship between employees and management; therefore, the City values Open Communication.

Please do your best to follow these Open Communication Policy guidelines when any concern, problem or issue arises during the course of your employment:

Step 1:

If you have an issue with a coworker, please discuss the issue first with that person directly. If a resolution is not reached, please arrange a meeting with your supervisor to discuss.

Step 2:

If you have furthering disputes with a coworker (after trying Step 1) or a question, complaint or concern in general, please discuss it first with your immediate supervisor.

Step 3:

If the problem is not resolved (through Step 1 or Step 2) or you do not feel comfortable discussing the complaint or concern with the individual(s) identified there, please discuss the matter with your department/division head.

Step 4:

If the problem is not resolved (through Step 1, Step 2 or Step 3) or you do not feel comfortable discussing the complaint or concern with the individual(s) identified in either of those steps, please discuss the matter with the Human Resources Division.

Step 5:

If the problem is not resolved (through Step 1, Step 2, Step 3 or Step 4) or you do not feel comfortable discussing the complaint or concern with the individuals identified in any of those steps, you may discuss the matter with the City Manager.

Any information discussed in an Open Communication meeting is considered confidential. Retaliation against any employee for appropriate usage of Open Communication channels is unacceptable.

Please remember it is counterproductive to a harmonious workplace for employees to create or repeat rumors or office gossip. It is more constructive for an employee to consult his or her supervisor immediately with any questions.

Employees wishing to report unlawful Discrimination, Harassment, Retaliation or Bullying are encouraged to follow the specific procedures set forth in those particular policies.

1.8 Chain of Command

The Chain of Command is the organizational structure established for the operation and supervision of all personnel and departments/division. Communications, orders, requests and recommendations should be channeled through this chain, in both directions, in order to avoid confusion, misunderstandings and lack of oversight. Your supervisor will inform you of the Chain of Command applicable to your department/division.

Although communication may flow directly through the Chain of Command this policy in no way alters or voids your ability to utilize the Open Communication Policy.

Chapter 2 - Legal Compliance

2.1 At-Will Statement

It is our sincere desire that each employee is successful in his or her position with the City. However, your employment with the City of Arkansas City is At-Will. This means that neither you nor the City of Arkansas City has entered into a contract regarding the duration of your employment.

You are free to leave your employment with the City of Arkansas City at any time, with or without reason. Likewise, the City of Arkansas City has the right to end your employment, or otherwise discipline, transfer or demote you at any time, with or without reason, at the discretion of the City.

Please be aware that policies set forth, by the City, are not intended to create a contract of employment, either express or implied, between any employee and the City.

No supervisor, manager, agent or employee of the City has authority to represent that this policy or any other City policy establishes an employment contract between any employee and the City.

2.2 Immigration Law

All offers of employment are contingent on verification of your right to work in the United States. You will be asked to provide original documents verifying your right to work and, as required by federal law, to sign U.S. Citizenship and Immigration Services (USCIS) Form I-9, Employment Eligibility Verification Form.

If you, at any time, cannot verify your right to work in the United States, the City may be obliged to terminate your employment.

2.3 Equal Employment Opportunity

The City of Arkansas City is an Equal Employment Opportunity employer. Employment decisions are based on merit and business needs, and not on race, religion, color, sex, disability, national origin, ancestry, pregnancy, age (40+), military status, veteran status, genetic information or any other characteristic(s) protected by applicable federal, state or local laws.

The City of Arkansas City will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The City of Arkansas City will also make reasonable accommodation(s) wherever necessary for all employees and/or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions and assignments connected with the job and provided that any accommodation(s) made do not impose an undue hardship on the City.

Management is primarily responsible for seeing that the City of Arkansas City's Equal Employment Opportunity policies are implemented but everyone shares in the responsibility for assuring that these policies are followed.

Any employees, including managers, involved in discriminatory practices will be subject to disciplinary action up to and including termination.

2.4 Americans with Disabilities Act (ADA & ADAAA)

The City of Arkansas City is committed to the recruitment, employment and promotion of the most qualified individuals. It is our policy to provide Equal Employment Opportunity for persons with disabilities in full compliance with state, local and federal laws such as the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act (ADAAA).

The City does not discriminate against qualified job applicants and/or employees with known physical or mental disabilities in any employment practice, including but not limited to, recruitment, hiring, education, training, promotion, compensation, and participation in social or recreational functions, use of City facilities, transfer, discipline, layoff, recall and termination.

Pursuant to the ADA, ADAAA, and the Kansas Act against Discrimination, the City will provide qualified individuals with known disabilities, including temporary impairments related to pregnancy, reasonable accommodation(s) to assist them in performing the essential functions of their job. However, where an accommodation would produce an undue hardship on the City or present a health or safety risk, the requested accommodation shall be deemed unreasonable and possibly denied.

2.5 Genetic Anti-Discrimination Act (GINA)

It is the City's policy to abide by the Genetic Information Anti-Discrimination Act (GINA) in principal and fact. We will not seek to gather nor use genetic information regarding our prospective and/or current employees. We will not use genetic information in any way for selection or promotion or termination or other purposes.

2.6 Harassment, Sexual Harassment and Retaliation

2.6.a. Policy Statement on Harassment

The City of Arkansas City intends to provide a work environment that is pleasant, professional and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort - verbal, physical, visual - will not be tolerated, particularly against employees in protected classes. These classes include, but are not necessarily limited to race, religion, color, sex, disability, national origin, ancestry, pregnancy, age (40+), military status, veteran status, genetic information or any other characteristic(s) protected by applicable federal, state or local laws.

2.6.b. Harassment Defined

Workplace Harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, email jokes or statements, pranks, intimidation, physical assaults or contact or violence. Harassment is not necessarily sexual in nature. It may also take the form of other activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature and taking retaliatory action against an employee for discussing or making a Harassment complaint.

2.6.c. Responsibility

All City of Arkansas City employees, and particularly supervisors, have a responsibility for keeping our work environment free of Harassment. Any employee, who becomes aware of an incident of Harassment, whether by witnessing the incident or being told of it, must report it to their immediate supervisor or the designated management representative with whom they feel most comfortable. When management becomes aware of the existence of Harassment, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the City to do so.

2.6.d. Reporting

While the City of Arkansas City encourages you to communicate directly with the alleged harasser and make it clear that the harasser's behavior is unacceptable, offensive or inappropriate, it is not required that you do so. It is essential, however, to notify your supervisor or the Human Resources Division immediately even if you are not sure the offending behavior is considered Harassment. Any incidents of Harassment must be immediately reported to a supervisor, the Human Resources Division or other management representative.

2.6.e. Investigation

Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved; however, confidentiality cannot be guaranteed. Any employee found to have harassed a fellow employee or subordinate will be subject to severe disciplinary action up to and including termination. The City of Arkansas City will also take any additional action necessary to appropriately remedy the situation.

2.6.f. Retaliation

Retaliation of any sort will not be permitted. No adverse employment action will be taken for any employee making a good faith report of alleged Harassment.

2.6.g. Policy Statement on Sexual Harassment

The City of Arkansas City intends to provide a work environment that is pleasant, professional and free from intimidation, hostility or other offenses which might interfere with work performance based upon an employee's gender.

2.6.h. Sexual Harassment Defined

Sexual Harassment may include unwelcome sexual advances, requests for sexual favors or other verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile and intimidating working environment and prevents an individual from effectively performing the duties of their position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either implicitly or explicitly and when an employment decision is based on an individual's acceptance or rejection of such conduct.

It is important to note that Sexual Harassment crosses age and gender boundaries and cannot be stereotyped. Among other perceived unconventional situations, Sexual Harassment may even involve two (2) women or two (2) men. Sexual Harassment may exist on a continuum of behavior. For instance, an example of Sexual Harassment may be that of an employee showing offensive pictures to another employee.

2.6.i. Types of Sexual Harassment**1. Quid Pro Quo**

An exchange of sexual favors for improvement in your working conditions and/or compensation.

2. Hostile, Intimidating, Offensive Working Environment

A situation in which unwelcome sexual advances, requests for sexual favors or other verbal or physical contact of a sexual nature when such conduct creates an intimidating or offensive environment. Examples of a hostile, intimidating and offensive working environment includes, but is not limited to, pictures, cartoons, symbols or apparatus found to be offensive and which exist in the workspace of an employee. This behavior does not necessarily link improved working conditions in exchange for sexual favors.

2.6.k. Computer Systems

Please understand it is expressly prohibited for City employees to view, download, share and/or save inappropriate pictures or materials which are sexual in nature utilizing City owned computer systems (this does not include situations in which such is part of the employee's job duties as in the Police Department).

2.6.I. Investigation and Retaliation

The City of Arkansas City will investigate any complaint of Sexual Harassment and will take immediate and appropriate disciplinary action if Sexual Harassment has been found within the workplace. The City of Arkansas City prohibits any employee from Retaliating in any way against anyone who has raised any concern about Sexual Harassment or Discrimination against another individual.

2.7 Accommodation for Nursing Mothers

The City will provide Nursing Mothers reasonable break time to express milk for their infant children for up to one (1) year following the child's birth.

To ensure privacy, Nursing Mothers will be provided a private room, other than a restroom, to express their milk. The room will be clearly designated and either have a lock or a sign on the door to indicate when the room is in use.

Nursing Mothers also will be provided a refrigerator to store their breast milk. Employees are responsible for labeling their milk with their name and the date on which the milk was expressed.

Nursing Mothers are encouraged to discuss the length and frequency of breastfeeding breaks with their supervisor.

Employees who have any questions or concerns regarding this policy should contact their supervisor or the Human Resources Division.

Chapter 3 - Bully-Free Workplace

The purpose of this policy is to communicate to all employees that the City of Arkansas City is committed to a healthy workplace culture where all employees can work in an environment free of Bullying behavior.

The City of Arkansas City considers workplace Bullying unacceptable behavior and is committed to the elimination of all forms of Bullying. Employees found to be in violation of this policy will be disciplined up to and including termination.

3.1 Definition of Bullying Behavior

Bullying is unwelcome or unreasonable behavior that demeans, intimidates or humiliates people either as individuals or as a group. Bullying behavior is often persistent and part of a pattern, but it can also occur as a single incident. It is usually carried out by an individual but can also be an aspect of group behavior. Bullying does not include expressing a differing opinion, providing instruction or training, offering timely and constructive feedback, discussing performance issues or ensuring safe workplace practices.

3.2 Types of Bullying Behavior

3.2.a. Verbal Bullying

- Ridiculing a person or his or her family;
- Persistent name calling that is hurtful, insulting or humiliating;
- Using a person as the butt of jokes;
- Deliberate exclusion, isolating people from normal work interaction;
- Abusive or offensive language or remarks; and/or,
- Teasing.

3.2.b. Spreading rumors

- Unfair blaming for mistakes; and/or,
- Physical Bullying.

3.2.c. Pushing, shoving, kicking, poking or tripping

- Assault or threat of physical assault; and/or,
- Damage to a person's work area or property.

3.2.d. Gesture Bullying

- Nonverbal threatening gestures;
- Glances that convey threatening messages or other signs of hostility; and/or,
- Unwelcome touching.

3.3 Guidelines

This policy applies to all employees, regardless of employment status, during normal working hours, at work related or sponsored functions and while traveling on work related business.

3.4 Procedure

Knowledge of suspected or actual Bullying should be reported through at least one (1) of the following means:

1. Direct contact (email, phone or in person) with the supervisor;
2. Direct contact (email, phone or in person) with the department/division head;
3. Direct contact (email, phone or in person) with the Human Resources Division; or,
4. Direct contact (email, phone or in person) with the City Manager.

Please note the reporter may identify him/herself or remain anonymous. There will be no negative consequence for anyone who, in good faith, reports Bullying.

Chapter 4 - Recruitment, Selection and Placement

4.1 Hiring Authority

The ultimate authority for hiring lies with the City Manager. The City Manager may delegate authority and responsibility as he or she deems appropriate.

4.2 Referral Incentive

Employee referrals are a successful way to fill open positions with qualified candidates. Our employees are the best ambassadors for the City and we want to reward you for helping us hire great people. We will provide you with a payment of five-hundred dollars (\$500.00) for your successful referral of a new City employee. Please note the criteria below will need to be met. Unfortunately, Temporary/Seasonal positions are not eligible to participate in this Referral Incentive.

4.2.a. Eligibility

Employees will only receive the Referral Incentive for referring applicants who are not currently, and have not previously been, employed by the City.

All employees are eligible to receive a Referral Incentive with the exception of the following:

1. Human Resources Division employees;
2. Hiring manager/supervisor; and/or
3. Any other person(s) associated with the selection and hiring process for the referred candidate.

4.2.b Process

Applicants must provide the name of the employee who is referring them on the employment application in response to the supplemental question. "How did you hear about this position?" Please note the applicant may only list one (1) City employee.

Applicants must be selected and successfully pass pre-employment and post-offer screening/testing.

The hiring process will be consistent with normal hiring procedures and processes, with no bias for or against candidates whose selection might make another employee eligible for a Referral Incentive.

Both the referred candidate and the referring employee must be employed at the time the Referral Incentive is to be paid.

Referral Incentives will be paid on the next available Payroll Check after the referred employee successfully (determined by the department/division head) completes his or her first one (1) year of employment.

4.3 Posting and Advertisement of Job Openings

Job postings and/or advertisements may be posted internally and/or externally. At the discretion of the City Manager, some open positions may not be posted for internal and/or external application and some positions only may be posted for internal application.

4.4 Recently Posted Positions

At the discretion of the City Manager and department/division head, when a position is open and a similar position was recently posted (generally within six (6) months), the position may be filled with a previously submitted application and not posted again and new applications need not be accepted.

4.5 External Application Process

The City of Arkansas City only accepts applications and/or resumes for positions that the City currently has open and available. It is necessary that all external candidates apply for the desired position through the City's formal application process (online application for employment) by the application close date.

4.6 Internal Application Process

The City of Arkansas City encourages current employees to apply for higher-level positions or lateral transfers for which they qualify. Internal candidates should complete an Internal Application form and, in addition, may be asked to submit a resume. Forms can be obtained from the Human Resources Division. Internal Applications must be turned in to the Human Resources Division by 5:00 P.M. on the application close date.

4.7 Application Process Misrepresentations

If an applicant willfully makes false statements or representations during any part of the application process, the applicant may be disqualified from the hiring process. If it is discovered, after an applicant is extended a job offer or is hired, that he or she willfully made false statements or representations during the hiring process, the City may terminate the offer or employment at any time.

4.8 Minimum Employment Age

All administrative support positions within the City shall be filled by employees who are at least sixteen (16) years of age. In the case of employment of anyone younger than eighteen (18) years of age the City will follow all applicable child labor laws. Police Officer positions shall be filled with employees who are at least twenty-one (21) years of age. All other positions within the City shall be filled with employees who are at least eighteen (18) years of age.

4.9 Bonding

If your employment with the City of Arkansas City requires you to handle other people's property or to deal with money in any capacity, the City of Arkansas City may require that you be Bonded. It is your responsibility to assure that you are Bondable. The City will pay the cost of Bonding. Should you fail to maintain these qualifications, you may be subject to transfer to another position, if available, or dismissal.

4.10 Entry Level Wage/Salary

A new employee normally will enter employment at the Minimum, Regular Base Rate of Pay established in the appropriate Pay Range/Pay Ordinance for the applicable position unless it is determined the new employee, through knowledge, skills, ability, education, certification and/or experience merits additional compensation.

4.11 Nepotism

Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship the City has set forth these guidelines:

1. No employee shall be or remain employed in a Department if any employee in their supervisory chain is a member of their immediate family; and,
2. No employee shall be considered for employment in any Division if a member of their immediate family is employed within such Division.

For the purpose of this policy, immediate family includes:

- Spouse
- Domestic Partner
- Child
- Step-Child
- Grandchild
- Step-Grandchild
- Daughter-in-Law
- Son-in-Law
- Parent
- Step-Parent
- Parent-in-Law
- Grandparent
- Step-Grandparent
- Grandparent-in Law
- Brother
- Sister
- Step-Brother
- Step-Sister
- Brother-in Law
- Sister-in-Law

If two (2) employees within the same departmental supervisory chain marry or otherwise become members of each other's immediate families, while employed by the City, an attempt will be made to transfer one (1) such employee to another department. If no opening exists or neither employee is qualified for available openings, the employment of one (1) of the employees may be terminated upon six (6) months' notice. Determination of which employee will need to leave employment with the City is at the discretion of the City Manager based on the business needs of the City.

Chapter 5 - New Employee Information

5.1 Loyalty Oath

In accordance with K.S.A. 75-4308, all City employees shall subscribe to and sign/date the following oath:

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Kansas and faithfully discharge the duties of (position). So help me God.

For those having religious or conscientious objections to the above oath the affirmation below is sufficient per K.S.A. 54-103, 54-104:

I do solemnly, sincerely and truly declare and affirm that I will support the constitution of the United States and Constitution of the state of Kansas, and faithfully discharge the duties of (position) and I do this under the pains and penalties of perjury.

Upon employment with the City, the Human Resources Division will dispense the Loyalty Oath to all new employees.

5.2 Job Descriptions

The City strives to maintain a Job Description for each position. Job Descriptions prepared by the City serve as an outline only. Due to the needs of operations, employees may be required to perform job duties not within the written Job Description. Furthermore, the City may have to revise, add to or delete from job duties according to needs. On occasion, the City may need to revise Job Descriptions with or without advance notice to employees.

If you have any questions regarding a Job Description, or the scope of duties, you should speak with your supervisor or department/division head. If you do not have a copy of the current Job Description, please request one from the Human Resources Division. Job Descriptions are available for review at any time.

5.3 Political Activity

The City recognizes and respects the rights of its employees to participate in the political process. Every employee has the right to register and vote in all elections.

5.3.a. City Commission Elections

Employees are prohibited from participating actively in or endorsing campaigns involving the election of any City governing body members.

5.3.b. Other Elections

Employees are prohibited from participating in any campaign activity while at work or utilizing City property. This shall include, but is not limited to the following:

1. Soliciting political contributions;
2. Wearing or displaying political badges, buttons or signs on their person or on City property; and/or,
3. Forwarding or disseminating electronic communications supporting or disparaging a political figure or party.

5.3.c. Policy Limitations

This shall in no way encroach on the right of other members of an employee's family or household to be able to exercise their First Amendment rights. Nothing in this policy prohibits an employee from putting a political or campaign sign in their yard or on their property, including any display on personal vehicles.

5.4 Dress Code and Personal Appearance

Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job involves dealing with customers/citizens or visitors in person.

A neat, tasteful appearance contributes to the positive impression you make on our customers/citizens. You are expected to be suitably attired and groomed during working hours or when representing the City. A good, clean appearance bolsters your own poise and self-confidence and greatly enhances the City's image.

Personal appearance should be a matter of concern for each employee. If your supervisor feels your attire and/or grooming is out of place, you may be asked to leave your workplace until you are properly attired and/or groomed.

Please note all departments/divisions have the ability to designate and enforce their own dress code and personal appearance requirements.

5.5 Smoking, Vaping and Chewing Tobacco

It is the policy of the City to comply with all applicable federal, state and local regulations regarding smoking in the workplace and to provide a work environment that promotes productivity and the well-being of its employees.

Smoking and vaping shall not be permitted in any City building or enclosed facility, including but not limited to community buildings, treatment plants, concession areas and restrooms. Tobacco use and e-cigarettes (vaping) are prohibited in city vehicles.

Smoking and vaping shall be permitted only at a reasonable distance of ten (10) feet outside entrances, operable windows and ventilation systems so as to insure that tobacco smoke and vaping odors do not enter those areas.

While using any tobacco and e-cigarette products, employees are not to foul areas immediately adjacent to entrances to buildings, with smoke or debris.

Unless specifically authorized by the department/division head use of chewing tobacco is not permitted. In cases where the use of chewing tobacco is authorized by the department/division head employees shall not use chewing tobacco in situations where the use of such would be inappropriate (e.g., in view of the public, meetings, trainings, etc.).

While using chewing tobacco, employees are expected to be very courteous and always properly dispose of the chewing tobacco waste receptacle. At no time are these waste receptacles to be left in city vehicles or stored in the view of others.

5.6 Outside Employment

There are times when employees of the City may find the need or desire to obtain Outside Employment or operate a business of their own. An employee is considered to have Outside Employment if he or she receives a W-2 (from anyone other than the City of Arkansas City) and/or 1099 tax document(s). An employee is also considered to have Outside Employment if he or she files a Schedule C (IRS Form 1040) tax document for a sole proprietorship.

Employees of the City of Arkansas City may have Outside Employment if the following conditions apply:

1. There is no conflict with assigned City work hours;
2. The employee's safety, effectiveness and productivity is not adversely affected;
3. The employee causes no safety concerns for themselves and/or others; and/or,
4. There is no conflict with the interests of the City of Arkansas City.

These conditions will be reviewed/considered by the department/division head and/or City Manager.

Whenever duty, including extra duty and Call-Out duty for City employment is necessary, such status shall take precedence over Outside Employment. Should Outside Employment begin to interfere with the employee's duties at the City the department/division head will request that the employee take whatever action is necessary to eliminate further interference.

No City employee shall use the power, prestige or influence of his or her position with the City to obtain Outside Employment or personal advantage.

If your financial situation requires you to hold a second job, Part-Time or Full-Time, or if you intend to engage in a business enterprise of your own, the City would like to know about it. Before accepting any Outside Employment you are encouraged to discuss the matter with your department/division head.

5.7 Response Time Requirements

Some positions have Response Time Requirements. If you are newly placed in a position with a Response Time Requirement you will have up to six (6) months from the date of placement in the new position to comply with the applicable Response Time Requirements.

5.8 Telephone Service Requirements

All employees are asked to maintain active telephone service and make that telephone number available to the City at any given time.

5.9 Gifts

Employees may not solicit any gifts, gratuities, loans or fees when there is any direct or indirect connection between the solicitation and their City employment.

Employees may not accept, from any third party, either directly or indirectly any gifts, gratuity, loan, fee or any other thing, unless *de minimis (lacking monetary significance or importance)* in value, arising from or offered because of, or in connection with, any City employment activity.

Employees may not accept any gift, gratuity or other thing of value, the acceptance of which might directly or indirectly influence any manner of official business, or which might adversely reflect on the City or any employee.

No employee will receive any gift or gratuity from other employees junior in rank, unless *de minimis (lacking monetary significance or importance)* in value, without the express permission of the City Manager.

Employees may not accept any gift, gratuity, reward in money or other considerations for services in the line of duty to the community, or to any person, business or agency, except lawful salary and that authorized by the State of Kansas.

5.10 Misuse of Official Badges and/or Credentials

Employees who wear a badge, uniform or other official insignia or bear credentials as evidence of their authority may not permit these to be worn or used by any other person, or to otherwise leave their possession, without approval of the department/division head. Under no circumstances may these items be used for personal gain. They are to be used only for official City business.

5.11 Personal and Romantic Relationships

Social relationships may develop between employees from time to time. Although such consensual relationships are a matter of personal choice, any adverse effect that such relationships might have in the workplace may lead to disciplinary action up to and including termination.

Any such relationship will be considered to have an adverse effect in the workplace if:

1. It interferes with or materially and adversely affects an employee's work performance, objectivity, judgment, professionalism, business reputation or ability to conduct himself or herself in an appropriate business manner;
2. It adversely affects the work environment of other employees; and/or,
3. It results in any claim of Sexual Harassment.

In no case shall a supervisor have a romantic relationship with a subordinate.

5.12 Criminal Activities and/or Arrests

Involvement in criminal activity while employed with the City may result in disciplinary action up to and including termination of employment. Disciplinary action will depend upon a review of all factors involved, including whether or not the employee's action was work-related and the nature of the act or circumstances that adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any court case.

Employees are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled as a result of an arrest may lead to disciplinary action, up to and including termination of employment, for violation of the Attendance Policy or Job Abandonment.

Any disciplinary action taken will be based on information that is reasonably available. This information may come from witnesses, police or any other source as long as management has reason to view the source as credible.

Chapter 6 - Employee Records and Administration

6.1 Personnel Record(s)

Keeping your Personnel Record up to date is important. If you have a change in any of the items listed below, please be sure to notify the Human Resources Division as soon as possible:

1. Legal name;
2. Current home address;
3. Current telephone number;
4. Emergency contact information (including current telephone number of emergency contact);
5. Number of dependents;
6. Marital status;
7. Current beneficiary(ies);
8. Driving record or status of driver's license (if you operate any the City of Arkansas City vehicles);
9. Military or draft status;
10. Elections on your W-4 (federal) tax form;
12. Exemptions on your K-4 (state) tax form;
11. Training certificates; and/or,
12. Professional licenses.

6.2. Family Status Change

Upon experiencing a family status change, please notify the Human Resources Division within sixty (60) days for benefit modifications, if necessary.

Change in family status is when an employee's benefits may change as a result of one (1) or more of the following qualifying life events:

6.2.a. Legal Marital Status Change

- Marriage;
- Death of spouse;
- Divorce;
- Legal Separation; and/or
- Annulment.

6.2.b. Addition or Reduction in the Number of Dependents

- Birth;
- Adoption; and/or
- Death.

6.3 Medical Records File

All medical records will be kept in a separate, confidential file. The City maintains this information in the strictest confidence and will not use or disclose medical information about an employee without the employee first having signed an authorization form permitting such use or disclosure.

6.4 Satellite File

Supervisors may establish and maintain a working Satellite File for their employee(s). All Satellite Files will be kept in a locked and secured area. No other employee may have access to these records with the exception of employees who are in the direct line of supervision or employed in the Human Resources Division.

When an employee is transferred to a different department/division the Satellite File should be transferred by the current department/division head to the new department/division head of the employee. Upon Separation from employment Satellite Files shall be turned over to the Human Resources Division.

Only one (1) Satellite File per employee will be maintained at any given time.

Satellite Files may include the following:

- Performance documentation;
- Disciplinary documentation;
- Attendance documentation (not to include medical information such as doctor's excuses, etc.); and,
- Return to work documentation/instructions from HR (not to include actual doctor's notes).

6.5 Access to Employee Records

The following may have access to an Employee Record:

1. Employees may examine their own Employee Records (Such reviews will take place in the Human Resources Division offices in the presence of a Human Resources representative.);
2. Employees of the Human Resources Division;
3. The employee's immediate supervisor, up through the direct supervisory/management Chain of Command to the City Manager;
4. Prospective department/division heads of Internal Applicants; and,
5. Federal or state licensing, accrediting and regulatory agencies.

Employee Records and Satellite Files may not be removed copied or placed on any type of computer media without the authorization of the Human Resources Director. Employees reviewing their own files may take notes regarding the information contained in their files but may not mark upon or make copies of the documents or remove anything from the files.

Upon an active employee's request, the Human Resources Director may provide an additional copy of the employee's Performance Evaluation(s) and/or Disciplinary Report(s) if such duplicate could have been given to the employee at the time initially presented.

With the exception of records of immunization or training, no documents will be released to former employees.

6.5.a. Overall General Access to Personnel Information

Employee Records contain confidential information about employees of the City of Arkansas City. With the exception of routine verification of employment, to meet legal requirements or to meet requirements for licensure or accreditation, the contents of Employee Records may not be released to any outside source without the employee's written consent or a subpoena.

6.5.b Internal Sharing of Personnel Information

It is the intent of the City of Arkansas City that certain information be guarded very closely.

This information includes employee social security numbers, dates of birth and earnings information. This information will be provided to individuals only on a valid, business related, need-to-know basis or when otherwise required by law.

If this type of information is released, upon completion of the necessary activity in which this information is required, the information shall be destroyed promptly by the person(s) receiving the information.

6.6 Personnel File Custody

All Employee Records including Medical Files and Satellite Files are the property of the City of Arkansas City.

6.7 Personnel Record Retention

The Human Resources Division will maintain Personnel Records (either paper-based and/or electronic) according to the following schedule:

- Investigation files will be maintained permanently.
- Employee Records and Medical Files will be kept forty (40) calendar years after separation from employment, and then destroyed.
- Effective January 1, 2017, Employee Records and Medical Files will be stored electronically at the time of Separation. Paper-based copies will be maintained three (3) years post-separation and electronic files will be maintained forty (40) years, and then destroyed.
- Workers' compensation files will be kept thirty (30) years after separation, and then destroyed.
- Effective January 1, 2017, paper-based Workers' Compensation files will be maintained five (5) years post-separation, and electronic files will be maintained thirty (30) years, and then destroyed.

Chapter 7 - Employment Classifications

7.1 Position Classification Plan

This Position Classification Plan is to be utilized for the determination of employee status by the City and is in no way intended to affect employee status and benefits eligibility defined by the Patient Protection and Affordable Care Act (PPACA).

No City employee shall be placed in an employee status or classification that is not established and recognized in the Position Classification Plan.

7.2 Full-Time

Full-Time positions are those where employees—with some exceptions in the Police Department and the Fire/EMS Department, as noted below—are regularly scheduled to work at least forty (40) hours in a Work Week on a continuing basis.

Commissioned police positions characterized by Work Period scheduling are considered to be Full-Time when regularly scheduled to work at least eighty (80) hours in a fourteen (14) day Work Period that coincides with the Payroll Period. All other Police Department positions are regularly scheduled to work at least forty (40) hours in a Work Week on a continuing basis.

Fire/EMS Department positions characterized by Work Period scheduling are considered to be Full-Time when regularly scheduled to work at least ninety-six (96) hours in a fourteen (14) day Work Period that coincides with the Payroll Period. All other Fire/EMS Department positions are regularly scheduled to work at least forty (40) hours in a Work Week on a continuing basis.

Full-Time employees are subject to all rules and regulations, and are entitled to all applicable employee benefits, as described in this Employee Manual.

7.3 Part-Time

Part-Time positions are those where employees—with some exceptions in the Police Department and the Fire/EMS Department, as noted below—are scheduled to work less than forty (40) hours in a Work Week on a continuing basis.

Commissioned police positions characterized by Work Period scheduling are considered to be Part-Time when regularly scheduled to work less than eighty (80) hours in a fourteen (14) day Work Period that coincides with the Payroll Period.

Fire/EMS positions characterized by Work Period scheduling are considered to be Part-Time when regularly scheduled to work less than ninety-six (96) hours in a fourteen (14) day Work Period that coincides with the Payroll Period.

Part-Time employees are subject to all rules and regulations, and are eligible for Injury Leave for work-related injuries, as described in this Employee Manual, as well as KPERS and/or KP&F benefits if employed in a KPERS or KP&F covered position.

7.4 Temporary/Seasonal

Employees who work on a Temporary/Seasonal basis are those whose employment is not intended or expected to exceed five (5) months in any calendar year. These employees are not eligible for any benefits except those required by law.

7.5 Contract

Contract positions are those in which people work for the City on a contracted basis and do not have employee status. They are governed by the terms and conditions of their contract and not by these rules and regulations; unless specifically incorporated into the contract.

7.6 Elected Officials

Members of the Governing Body are not employees of the City and this Employee Manual does not apply to them.

7.7 Internships

From time to time, the City will offer Internships to students on a periodic basis to assist with various projects as the need arises. No Intern shall be employed for longer than five (5) months in any calendar year. All Interns must be at least sixteen (16) years of age and may not be used to displace a regular employee or occupy a vacant open position.

The employee status of Interns will depend on the type of Internship offered. At times, Interns will not qualify as employees and will not be paid. However, all Interns will be required to abide by all City rules and regulations. Interns will not necessarily be guaranteed a job upon completion of their Internships and/or their education and must apply for an open position to be considered for employment.

7.8 Volunteers

Volunteers are unpaid individuals performing services for, or on behalf of, the City. This Employee Manual does not apply to Volunteers.

7.9 Fair Labor Standards Act (FLSA) Status

7.9.a. Non-Exempt Positions

Per the Federal Fair Labor Standards Act (FLSA), there are certain types of jobs, according to the duties performed, in which employees are entitled to a Minimum Wage and Overtime Pay for hours worked in excess of forty (40) hours per Work Week (or a predetermined number of hours in a Work Period for certain employees of the Police Department and the Fire/EMS Department). These positions are referred to as Non-Exempt in this Employee Manual. This means these positions are not exempt from the FLSA.

Note: See the chapter of this Employee Manual titled "Compensation Plan" for a full description of Overtime Payment policies.

7.9.b. Exempt Positions

Exempt positions include those positions held by managers, executives, professional employees, technical employees, outside sales representatives, officers, directors, owners and others whose duties and responsibilities allow them to be exempt from Minimum Wage and Overtime Pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws.

Note: See the chapter of this Employee Manual titled "Compensation Plan" for a notification of Corrective Action for Improper Deductions (Exempt Positions).

Chapter 8 - Position Movement

8.1 Promotion

A Promotion means that the employee is moving to a new position with increased responsibilities; the position is in a higher Pay Range is in the same established job family as the former position. (e.g., Parks & Facilities Maintenance Worker and Parks & Facilities Lead).

An employee who is Promoted shall be entitled to retain all unused leave balances; provided however, that accrued balances may be paid out if the Promotion is from a position that accrues a particular type of leave to a position that does not (e.g., Compensatory Time is accrued in some Non-Exempt positions, but not accrued in Exempt positions).

The Performance Evaluation schedule for a Promoted employee shall be adjusted to reflect the date of the Promotion. Performance Evaluations will be completed for Promoted employees after one (1) year of service in the new position. Employees will be eligible for a Merit Increase after completion of one (1) year in the new position.

Should a Promoted employee be unable to perform satisfactorily in the new position, the employee may be returned to his or her previous position and previous pay or a reasonably comparable position, provided that such an opening is available.

8.2 Transfer

A Transfer means a Lateral Transfer or a Non-Lateral Transfer:

8.2.a. Lateral Transfer

Movement of an employee from one position to another with the same Pay Range.

8.2.b. Non-Lateral Transfer

Movement of an employee from one position to another with a higher or lower Pay Range.

Any employee may request a Transfer at any time when a vacancy exists for which the employee desires consideration. With the approval of the City Manager, a Transferred employee may be paid at or above the Minimum entry level of the new Pay Range depending on the employee's qualifications for the new position.

An employee who Transfers from one position to another shall be entitled to retain all unused leave balances provided that the unused balances may be paid out if the Transfer is to a department/division or position that does not accrue a particular type of leave or has a lower accrual limit (e.g., Holiday Banked Leave accrual limits).

The Performance Evaluation schedule for a Transferred employee shall be adjusted to reflect the date of the Transfer. Performance Evaluations will be completed for Transferred employees after one (1) year of service in the new position. Employees will be eligible for a Merit Increase after completion of one (1) year in the new position.

8.3 Demotion

A Demotion is a downward movement of an employee from one position to another within an established job family (e.g., Parks & Facilities Lead to Parks & Facilities Maintenance Worker), whether based on inability to perform assigned duties satisfactorily, disciplinary reasons, changes in the City's workforce needs or lack of work or funds. Demotion does not include placement of an employee in a position at a lower Pay Range within an established job family at the employee's request, which will be considered to be a Non-Lateral Transfer.

Employees who are Demoted or request a Non-Lateral Transfer to a lower paying position will be paid at the Maximum for the position to which they are demoted or ninety-seven percent (97%) of their pay immediately before said Demotion, whichever provides the greater reduction.

An employee who is Demoted shall retain all unused leave balances, provided that the unused balances may be paid out if the Demotion is to a department or position that does not accrue a particular type of leave.

The employee's Performance Evaluation date will be adjusted to reflect the date of Demotion. Performance Evaluations will be completed for Demoted employees after one (1) year in the new position. Demoted employees will be eligible for Merit Increases after completion of one (1) year in the new position.

8.4 Reclassification

Reclassification means the re-evaluation and reassignment of a position to assure that the Pay Ordinance accurately reflects the value of the position. A position may be reassigned either upward to a higher Pay Range or downward to a lower Pay Range. Reclassification does not constitute either Promotion or Demotion.

An employee whose position is Reclassified shall be entitled to retain all unused leave balances, provided that unused balances may be paid out if the Reclassification includes a change in the ability to accrue certain leave balances (e.g., Compensatory Time is accrued in some Non-Exempt positions, but not accrued in Exempt positions).

The Performance Evaluation date of an employee whose position is Reclassified will not change.

8.5 Interim Placement

When there is a need to place an employee in a higher position due to an opening, absence or the inability of the employee currently in the position to perform the essential functions of the position, an employee may be placed in a position on a temporary Interim basis. The employee placed temporarily in the position must meet the minimum requirements for the elevated position.

Any Merit Increases during the employee's Interim Placement will be calculated utilizing the Interim Placement rate of compensation. Merit Increases may not place the employee over Maximum for the original position when/if placed back into the original position. At the end of the temporary Interim Placement, the affected employee's compensation will be reduced to its original level, including any Merit Increases, not to exceed the Maximum on the corresponding Pay Range.

Chapter 9 - Compensation Plan

9.1 Basis for Determining Rate of Pay

Several factors may influence your Regular Pay Rate of Pay. Some of the items the City considers are the nature and scope of your job, what other employers pay their employees for comparable jobs (External Equity), what the City of Arkansas City pays their employees in comparable positions (Internal Equity) and individual performance as well as the City budget.

9.2 Pay Ordinance

The City Commission adopts a Pay Ordinance, which shall be on file and available for review in the Human Resources Division offices. The Pay Ordinance establishes Minimum, Mid-Range and Maximum (MIN, MID and MAX) rates of pay for each position within the City.

All employees are to be paid within this range except that employees, at the discretion of the City Manager, may be allowed to remain at their current Regular Pay Rate of Pay if the Pay Range for their position is reduced.

9.3 Pay Range

A designated scale of compensation directly related to assigned positions. Each Pay Range designates the Minimum, Mid-Range and Maximum rates of pay for each position.

9.3.a. Minimum Rate

The lowest Base Pay Rate for any given position.

9.3.b. Mid-Range Rate

The central Base Pay Rate between Minimum Range and Maximum Range for any given position.

9.3.c. Maximum Rate

The highest Base Pay Rate for any given position.

9.4 Cost of Living Adjustment (COLA)

The City Commission may, at any time, adjust all Pay Ranges by a specified percentage to reflect changing economic conditions relative to the cost of living. Any such Cost of Living Adjustment (COLA) will be at the same percentage rate for all eligible employees. Cost of Living Adjustments will become effective on a date to be determined by the City Manager.

9.5 Merit Increase

The City has an established system for evaluation of employee performance that can provide employees with an increase in compensation. These Merit Increase amounts are based on performance standards.

Note: See the section of this Employee Manual titled "Performance Evaluation and Merit Increase" for more information.

9.6 Fair Labor Standards Act (FLSA)

The City complies with all requirements of the Fair Labor Standards Act (FLSA).

9.6.a. Minimum Wage

The City complies with all state and federal Minimum Wage requirements.

9.6.b. Base Pay Rate

The Base Pay Rate is an employee's guaranteed annual, monthly, weekly or hourly pay. The Base Pay Rate does not include such additional compensation as Overtime Pay, Premium Pay or Longevity Pay that is paid to employees in the corresponding Work Week or Work Period.

9.6.c. Regular Pay Rate

An Employee's Regular Pay Rate is the equivalent of the employee's Base Pay Rate plus additional compensation paid to an employee for the Work Week or Work Period. All compensation for work performed paid to the employee, except payments specifically excluded and/or as allowed by law, shall be included in the employee's Regular Pay Rate.

9.6.d. Premium Pay

Premium Payments are payments made by the City for work in excess of or outside of specified daily or weekly standard Work Weeks or Work Periods.

Premium Pay is paid at a rate of at least one-and-one-half (1½) times the employee's Base Pay Rate. Premium Pay is excluded from the Regular Pay Rate for purposes of calculating the Overtime Pay rate. Premium Payments shall be credited toward any Overtime Pay owed to an employee for that same Work Week or Work Period. Premium Payments cannot be converted to Compensatory Time.

Fire/EMS Department employees working under the 7(k) Exemption (Work Period Method) will be paid Premium Pay for Call-Outs (being called-back to work after leaving the station and before being scheduled to return to the station for their next shift) and stand-bys, such as rodeos and football games.

Police Department Employees working under the 7(k) Exemption (Work Period Method) will be paid Premium Pay for activities such as DUI and seatbelt checkpoints as well as stand-bys, such as rodeos and football games.

All Non-Exempt employees Called-Out on an Official City Holiday will be paid Premium Pay for a minimum of two (2) hours or the total number of hours worked on the Official City Holiday, whichever is greater.

Please consult with your department/division head to confirm if Premium Pay is paid for any particular work assignment.

9.6.e. Overtime Pay

Overtime hours worked are paid at a rate of at least one-and-one-half (1½) times the employee's Regular Pay Rate.

The Overtime threshold for employees in Non-Exempt positions (Except Police and Fire/EMS Department employees working on a 7(k) Exemption (Work Period Method)) is forty (40) hours in a Work Week. Employees, other than those excepted above, will receive Overtime Pay for all hours worked in excess of forty (40) hours in the defined Work Week, unless the excess hours have already been satisfied with the payment of Premium Pay.

9.6.e.1. 7(k) Exemption (Work Period Method)Police

Per the FLSA 7(k) Exemption (Work Period Method) requirements which allow for a modified Work Period in calculating Overtime compensation, the Overtime threshold for commissioned Police Officers is eighty-six (86) hours in a fourteen (14) consecutive day Work Period which mirrors the corresponding Payroll Period. Commissioned Police Department personnel will receive Overtime Pay for all hours worked in excess of eighty-six (86) hours in a fourteen (14) consecutive day Work Period unless the excess hours have already been satisfied with the payment of Premium Pay.

Fire/EMS

Per the FLSA 7(k) Exemption (Work Period Method) requirements, which allow for a modified Work Period in calculating Overtime compensation, the Overtime threshold for non-exempt employees engaged in fire protection activities is one-hundred-six (106) hours in a fourteen (14) consecutive day Work Period which mirrors the corresponding Payroll Period. These employees will receive Overtime Pay for all hours worked in excess of one-hundred-six (106) hours in a fourteen (14) consecutive day Work Period, unless the excess hours have already have been satisfied with the payment of Premium Pay.

9.6.f. Overtime Scheduling

No employee should work more than his or her scheduled hours without prior authorization to do so by a supervisor. All Overtime should be approved in advance by your supervisor.

When Overtime work is required and volunteers within the department, who are capable of performing the task are not available, the department/division head shall at his or her discretion, assign the Overtime work to the employees he or she deems are best suited for the task.

The City may make Overtime work mandatory at any time should the need arise. An effort will be made to offer Overtime work equally to all eligible employees.

9.6.g. Paid Leave and Overtime Threshold

If, during that Work Week or Work Period, you were away from the job and used any type of accrued, paid leave (except Holiday Pay), those accrued, paid leave hours will not be counted as hours worked for the purpose of computing eligibility for Overtime Pay.

9.6.h. Compensatory Time

Compensatory Time is paid time off that is earned and accrued by an employee in lieu of immediate cash payment for working in excess of the statutory hours for which Overtime Pay is required by law.

All employees who are eligible for Overtime compensation may elect to receive Compensatory Time off, except Fire/Emergency Medical Service (EMS) Department personnel who are not eligible for Compensatory Time off.

Eligible employees may elect to receive Compensatory Time Off at a rate of not less than one-and-one-half (1½) hours for each Overtime hour worked in lieu of cash Overtime compensation. The City may require an employee to use his or her accumulated Compensatory Time in order to reduce the banked hours at any time.

9.6.f.1 Compensatory Time Maximum Accrual

All eligible employees may accrue up to forty (40) hours of Compensatory Time. Any accumulation in excess of this set maximum number of hours shall be paid on the next Payroll Check.

9.6.f.2 Compensatory Time Utilization

Employees will be entitled to take Compensatory Time off within a reasonable time of earning it, except when the employee's absence would impose an unreasonable burden on the department's ability to provide services for the public of an acceptable quality and quantity.

If Compensatory Time off cannot be scheduled (1) prior to the accumulation of forty (40) hours the City shall pay the employee for the unused Compensatory Time in cash wages on the corresponding Payroll Check.

9.6.f.3. Compensatory Time Separation Payments

Upon Separation, all accrued Compensatory Time off will be paid based upon the higher of either:

1. The employee's final Regular Pay Rate of Pay; or,
2. The employee's average Regular Pay Rate received over the prior three (3) years.

Employees may not request cash payment for accumulated Compensatory Time during active employment.

9.6.g. Substitution

City employees in the Public Services, Environmental Services, Fire/Emergency Medical Services (EMS) and Police Department(s) may agree, solely at their option and subject to the approval of the City, to engage in a short-term exchange of work schedules between employees with corresponding duties and who work opposite shifts.

The agreement to stand in for one another is an agreement between the two (2) employees who are substituting for one another whereby each is held accountable to the other for payback of time.

The department/division head must be aware of the Substitution arrangement prior to the work being done. This shall include notice of what work is being done, by whom it is being done and where and when it is being done. Approval is required before any employee substitutes for another employee.

Qualified employees (working in the same capacity with the same job title) may substitute up to the equivalent of one (1) shift per Payroll Period (predetermined period of fourteen (14) consecutive, calendar days). The non-working, substituted-for employee may only be substituted-for up to the equivalent of one (1) shift per Payroll Period. Likewise, the substituting employee may only substitute for up to the equivalent of one (1) shift per Payroll Period.

The City does not keep a record of substitute work except to ensure that the substitution does not exceed the limitations set forth in this policy.

The Substitution hours shall be excluded in the calculation of the hours to which the substituting employee is entitled. The Substitution hours shall be included in the calculation of the hours to which the non-working, substituted-for employee is entitled. In such a case in which the substituting employee exceeds the Regularly Scheduled Work Shift (of the non-working, Substituted-for employee), the substituting employee, not the non-working and substituted-for employee, will receive the necessary Overtime Pay compensation.

In any case where the substituting employee fails or is unable to substitute for the non-working, substituted-for employee as agreed, the non-working, substituted-for employee must use the appropriate leave time to cover his or her absence.

The City shall incur no additional wage responsibility or accrue any additional benefit liability because of a Substitution. A default in payback of time shall be solely between the involved employees and shall not obligate the employer for reimbursement.

9.7 Fair Labor Standards Act (FLSA) Exempt

The Fair Labor Standards Act (FLSA) does not require Overtime to be paid to individuals working in FLSA Exempt positions. The City will determine those positions that are exempt from the Fair Labor Standards Act according to Department of Labor guidelines.

9.7.a. Corrective Action for Improper Deductions (Exempt)

The City will reimburse any individual working in a Fair Labor Standards Act (FLSA) Exempt position whose pay is reduced in violation of the FLSA. If you feel your pay has been improperly reduced, please notify the Human Resources Division. The City strictly prohibits any acts of retaliation toward employees who report improper pay reductions.

9.8 Rest Periods/Breaks

Employees who work a normal eight (8) hour work shift may be granted up to two (2) fifteen (15) minute, paid Rest Periods/Breaks each day. Each department/division head will set department policy regarding paid Rest Periods/Breaks. Such policy shall recognize that work demands may take precedence over paid Rest Periods/Breaks. Schedules and locations for Rest Periods/Breaks may vary to fit the work schedule and location.

9.9 Meal Periods

Bona fide Meal Periods typically lasting thirty (30) minutes or more are not considered time worked and are not considered compensable time. Schedules and locations for unpaid Meal Periods may vary to fit the work schedule and location.

9.10 Longevity Pay

Full-Time employees who have completed three (3) years of continuous, Full-Time service with the City will receive an additional five-dollars (\$5.00) each Payroll Period in recognition of their service. An additional one-dollar (\$1.00) will be added to each Payroll Check for each additional, complete year of continuous, Full-Time service beyond the initial three (3) years.

Longevity Pay and increases to Longevity Pay will become effective within the Payroll Period that contains the employee's Full-Time Anniversary Date. This will be the Anniversary Date of hire or placement in a Full-Time position.

9.11 Call-Out Pay

A Call-Out is defined as an unscheduled request made by an appropriate management official for a Non-Exempt employee to return to work after leaving the building or work location at the end of his or her Regularly Scheduled Work Shift and before the beginning of the employee's next Regularly Scheduled Work Shift.

You will need to receive a directive from the department/division head or supervisor in charge before responding to a Call-Out.

Should you be "Called-Out" you will be paid for the time worked, including travel time (to the worksite only this does not include the return trip), or a minimum of two (2) hours, whichever is greater. Should you complete the job and leave the worksite before the two (2) hour minimum is exhausted any additional Call-Out(s) within the remaining time will be covered by that initial two (2) hour minimum.

The City shall compensate you for all hours worked during a Call-Out that exceeds the two (2) hour minimum at your Base Pay Rate unless the Call-Out places you in a Premium Pay or Overtime Pay eligible status.

9.12 Court Pay

Police Department employees required to report for court, when not otherwise scheduled (i.e. their regular day off) will receive a minimum of two (2) hours of pay. Should the time in court exceed the two (2) hour minimum, the employee will be paid for the time actually worked at the employee's Base Pay Rate, unless the time worked places the employee in an Overtime Pay eligible status.

9.13 Interpreter Pay

Employees called upon to provide Interpreter services on their day off will receive a minimum of two (2) hours of pay. Should the time spent interpreting exceed the two (2) hour minimum, the employee will be paid for all time actually worked at the employee's Base Pay Rate, unless the time worked places the employee in an Overtime Pay eligible status.

Chapter 10 - Performance Evaluation and Merit Increase

To effectively manage performance and potentially reward employees for acceptable, above average and exceptional performance, the City of Arkansas City has implemented a Performance Evaluation and Merit Increase policy.

Performance Evaluations may be conducted at any time to establish and document employee performance. At a minimum, an employee will be evaluated annually and may—at the discretion of the City Manager, when budgeted by the City Commission—be awarded a Merit Increase, if warranted by an employee’s performance.

Employees demonstrating exceptional performance may—at the recommendation of, and with documented justification provided by, their department/division head and at the sole discretion of the City Manager—be awarded a Merit Increase outside of the employee’s annual evaluation period.

The employee’s first annual Performance Evaluation shall cover the first year of employment. If, at a minimum, the employee performed satisfactorily, the employee may, at the discretion of the City, be awarded a Merit Increase. Annual Performance Evaluations shall be completed annually thereafter based upon the employee’s hire date.

The employee’s first annual Performance Evaluation following a Promotion, Demotion or Transfer shall cover the first year in the new position. If, at a minimum, the employee performed satisfactorily, the employee may, at the discretion of the City, be awarded a Merit Increase. Annual Performance Evaluations shall be completed annually thereafter based upon the employee’s most recent Promotion, Demotion or Transfer date.

Chapter 11 - Payroll Administration

11.1 Payroll Period

The Payroll Period begins on a Saturday at 12:00 A.M. and ends fourteen (14) days later on a Friday at 11:59 P.M. In other words, the Payroll Period consists of the two (2) weeks ending at 11:59 P.M. on the Friday before each Friday Pay Date.

11.2 Pay Date

The Pay Date is the date on which employees are paid on a biweekly basis and Payroll Checks are distributed (every other Friday).

11.3 Payroll Check

The City's chosen method of payment to employees for wages earned, whether a Direct Deposit or Payroll Card, will be referred to as a "Payroll Check."

11.3.a. Direct Deposit

The City requires that if you have a designated financial institution you will receive your wages through Direct Deposit. This is a deposit of wages directly into your bank account. On each Pay Date, you will receive a nonnegotiable statement of deposit showing the amount of the deposit and other detailed payroll information.

11.3.b. Distribution of Payroll Check

Payroll Checks are distributed to City employees biweekly on Friday. Payroll Checks will be made available to you, through your department, by 9:00 A.M. on each Pay Date. In the event a Pay Date falls on an Official City Holiday, you will receive your Payroll Check on the day preceding the Official City Holiday. The City cannot authorize the early release of any Payroll Check.

Payroll Checks may only be picked up by someone, other than the employee, with a signed note (from the employee) and acceptable identification provided to a City representative from the individual picking up the Payroll Check.

Special payrolls will not be performed unless approved by the Finance Department.

11.3.c. Lost Payroll Check

Should you lose a Payroll Check please notify the Finance Department as soon as possible. After the situation is reviewed, a new payment may be issued at the discretion of the Finance Department. You may be required to pay any charges incurred from the replacement of the particular Payroll Check, such as stop payment charges.

11.4 Error in Pay

Every effort is made to avoid errors in your Payroll Check. If you believe an error has been made please contact the Finance Department. They will take the necessary steps to research the problem and assure that any necessary correction is made on the next, regular Pay Date.

11.5 Overpayment

Overpayment of salary, hourly wages or other compensation, whether reported by the employee or discovered by a post audit, will need to be paid back to the City. Arrangements for repayment will be made as soon as possible.

11.6 Payroll Check Deductions

The City of Arkansas City is required by federal and state laws to withhold certain Payroll Check Deductions from your Payroll Check. This includes income and the Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), as well as any other Payroll Check Deductions required under law or by court order for Wage Garnishments.

The amount of tax deductions will depend on earnings and the selections you have made on the federal Form W-4 and exemptions taken on the applicable state withholding form. You also may authorize voluntary Deductions from your Payroll Check, including contributions for insurance premiums, retirement plans, spending accounts or other services.

11.7 Wage Garnishments

We hope you are able to manage your financial affairs so that we will not be obligated to execute any court-ordered Wage Garnishments. However, when court-ordered deductions are to be taken from your Payroll Check, you will be notified.

The City of Arkansas City acts in accordance with the federal Consumer Credit Protection Act and Kansas statute, which place restrictions on the total amount that may be garnished from your Payroll Check.

11.7.a. Employer's Administrative Fee

The City will need to deduct, from your Payroll Check, an Administrative Fee for withholding and paying creditor garnishments and wage withholdings (child or spousal support). The City will not deduct an Administrative Fee from employees for processing federal tax levies. The City will deduct five dollars (\$5.00) per withholding/garnishment per Payroll Period, not to exceed ten dollars (\$10.00) per month as an Administrative Fee for this service.

11.8 Time Keeping Systems/Time Clocks

Employees, with the exception of Exempt employees, in departments/divisions that have Time Keeping Systems/Time Clocks are required to use these Time Keeping Systems/Time Clocks to record time worked.

You are expected to clock in when you report to work and clock out when you leave work. Each episode of coming and going (e.g., lunch, appointments, etc.) needs to be reflected on the Timecard by punching in and/or out.

You are asked not to begin any work until you have clocked in. You are also asked not to continue to perform any work after clocking out. If necessary, adjustments reflecting all time actually worked or missed entries shall be written in on Timecards and initialed by the employee.

Performing work not documented on your Timecard is prohibited. You must make every effort to assure all of your work time is accounted for and recorded.

11.9 Timecards

Each individual is responsible for the completeness and accuracy of his or her own Time Card. You are asked to complete the information accurately, including the amount of time worked or taken off on leave.

Please sign or initial your Timecard prior to submission to your supervisor as this will indicate your agreement with the accuracy of the reported time. If you will be unavailable on a planned absence, please note the leave on your Timecard prior to the absence. You, as well as your supervisor and department/division head, are responsible for noting all leave used, the nature of the leave (i.e., Vacation, Sick, Personal Business, etc.) on the corresponding Time Card. In addition, you and your supervisor and department/division head are responsible for making certain the leave noted on the Timecard is available for your use.

Any misrepresentation of hours worked or leave taken by any employee may be seen as a serious matter and lead to disciplinary action, up to and including termination.

Under no conditions shall an employee punch a Timecard other than his or her own. This could be considered a serious matter and lead to disciplinary action, up to and including termination.

11.10 Daylight Savings Time

Work schedules for evening and/or night shifts must be adjusted to accommodate the change from Central Standard Time to Daylight Savings Time each spring and back to Central Standard Time from Daylight Savings Time each fall.

If the time change results in you working one (1) hour less than your Regularly Scheduled Work Shift, you will be paid for one (1) less hour or you may use accumulated leave time to compensate for the lost hour, if you wish.

Otherwise, you will be paid only for the number of hours you actually worked.

If the time change results in you working an extra hour, you will be paid for the extra hour worked. If this causes you to be eligible for Overtime compensation, it will be paid to you.

11.11 Effective Date for Payroll Changes

All changes in compensation and/or status, except Longevity Pay, will become effective on the first day of the Payroll Period following the said action, with noted exceptions.

In such cases that your actual, physical Transfer, Demotion or Promotion occurs on any day other than the first day of a Payroll Period, due to employee or employer necessity, the City will make the payroll changes (regarding compensation and benefits) effective on the first day of the Payroll Period that is most beneficial to you, the employee.

Additionally, Merit Increases will become effective on the first day of the Payroll Period including the said action.

11.12 Internal Revenue Service (IRS) Taxable Fringe Benefits

It is the policy of the City to comply with the guidelines and rules set forth by the Internal Revenue Service (IRS) regarding the taxation of employee fringe benefits. Please see the Finance Department for further information.

11.13 W-2 Forms

W-2 Forms will be issued in accordance with the guidelines established by the Internal Revenue Service (IRS). It is each employee's responsibility to keep the employer informed of his or her current address.

W-2 Forms will be mailed to the last address on file for persons no longer employed by the City.

Chapter 12 - Benefits

The City of Arkansas City is committed to offering a comprehensive benefits program for all eligible employees. In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits which will enhance your job satisfaction. We are certain you will agree the benefits program described in this Employee Manual represents a very large investment by the City of Arkansas City.

Many insurance plans and options can be confusing and complicated. That is why the City of Arkansas City has taken the time to carefully review the coverages and plans available. We have selected the plans we feel provide the best coverage for our employees. Please refer to the literature provided by our insurance companies for details on your coverage.

A good benefits program is a solid investment in City of employees. The City will periodically review the benefits program and will make modifications as appropriate to the City's condition. The City of Arkansas City reserves the right to modify, add or delete the benefits offered at any time.

12.1 Children's Health Insurance Program Reauthorization Act (CHIPRA)

The Children's Health Insurance Program Reauthorization Act of 2009 (CHIPRA) provides for special enrollment opportunities for employees and eligible dependents who are eligible for employer sponsored health coverage and are covered under a Medicaid plan or state Children's Health Insurance Program (CHIP), and lose eligibility under that plan; or employees and dependents who become eligible under a CHIP or Medicaid plan for premium assistance that can be used toward the cost of an employer plan.

Employees and dependents who are already enrolled in Medicaid or CHIP can contact the Kansas Medicaid office at www.khpa.ks.gov or 1-800-766-9012 to find out if premium assistance is available to help pay for Health Insurance premiums for the City's Health Insurance plan.

An employee who is not currently enrolled in Medicaid or CHIP, but believes he or she might be eligible for either of these programs can contact the Kansas Medicaid office or dial 1-877-kids now or go to www.insurekidsnow.gov to find out how to apply.

Employees and dependents who become eligible for premium assistance under Medicaid or CHIP or who lose coverage under Medicaid or CHIP are provided with a special enrollment opportunity to enroll in the City's health plan within sixty (60) days of being determined eligible for premium assistance or of loss of Medicaid or CHIP coverage.

12.2 Eligibility for Benefits

If you are a Full-Time employee, you will enjoy all of the benefits described in this Employee Manual as soon as you meet the eligibility requirements for each particular benefit. Coverages are available to you and your dependents as defined in the benefit summary Official Plan Document(s).

If you are a Part-Time employee, an Intern or a Volunteer you will enjoy only those benefits specifically required by law (Possibly Workers' Compensation, Unemployment Compensation and FICA match only, if eligible).

If you are a Contract employee you will not be provided any benefits; unless, specified in the contract.

12.3 Official Plan Document(s)

This Employee Manual does not change or otherwise interpret the terms of the official Plan Document(s). Employee rights can be determined only by referring to the full text of the official Plan Document(s) which are available for your examination from the Human Resources Division.

To the extent that any of the information contained in this Employee Manual is inconsistent with the Official Plan Document(s) the provisions of the Official Plan Document(s) will govern in all cases.

12.4 IRS Section 125/Cafeteria Plan/Pre-Tax Benefits

Under the City's Cafeteria Plan (in accordance with Internal Revenue Code Section 125), an employee's contributions toward insurance benefits may be made on a before-tax basis, thus reducing the employee's taxable income and increasing "take home" pay. Please contact the Human Resources Division for more information.

12.5 Plan Year

The Plan Year for the City's benefits begins on January 1st and ends on December 31st of every year.

12.6 Status Changes/Qualifying Events

Because the City provides certain benefits on a tax-favorable basis, certain rules of the Internal Revenue (IRS) Code limit the City's ability to permit employees to make changes to benefit plans throughout the Plan Year.

If an employee experiences a Status Change or Qualifying Event, (please see the sample list below), the employee may be eligible to enroll in, or to change or waive coverage within sixty (60) days of the Status Change/Qualifying Event. The change must be in relation to the Qualifying Event.

If an employee experiences any of the below changes, at any time, during the Plan Year, the employee is required to notify the Human Resources Division within sixty (60) days of the change. Failure to do so could result in refusal to drop any employee's and/or family members' coverage or to cover any newly eligible employee and/or newly eligible dependents.

Examples of Status Changes/Qualifying Events include:

- Loss of coverage (loss of spouse's job which provided insurance);
- Obtaining coverage (spouse obtains job with insurance);
- Death of a family member;
- Birth or adoption of a child;
- Marriage;
- Divorce;
- Legal Separation;
- Child reaches maximum coverage age;
- Legal custody of a child; and/or,
- Employee or employee's spouse becomes eligible for Medicare.

12.7 Loss of Eligibility

Any time an employee separates from employment with the City, or changes their employment status from Full-Time, eligibility for most benefits will cease.

Benefits eligibility generally will cease on the last day of the month in which an employee was actively employed in a Full-Time status and/or the end of the month in which an employee's Status Changed from Full-Time status unless otherwise specified by Plan Document(s).

12.8 Open Enrollment

Open Enrollment generally is held during the months of November or December, with elected changes taking effect on the first day of the following January. During the Open Enrollment period, employees may elect to make a variety of changes to their selected benefit plans. These enrollment choices must hold for the rest of the year (Plan Year) unless family status or a spouse's job status changes.

12.9 Health Insurance

Full-Time employees and their eligible dependents may be eligible for enrollment in the group health plan made available by the City the first of the month following thirty (30) days of continuous, Full-Time employment.

Group health coverage for eligible employees is provided on a shared-cost basis. The City will contribute to the cost of the monthly premium, with the employee contributing the remaining monthly premium through Payroll Check Deduction.

Participation in this group health plan is strictly voluntary. No employee shall be paid a cash payment of any kind in lieu of Health Insurance.

For more detailed information on the City's employee health care plan, enrollment criteria, procedures and policies, please contact the Human Resources Division.

12.10 Dental Insurance

Full-Time employees and their eligible dependents may be eligible for enrollment in the group Dental plan made available by the City the first of the month following thirty (30) days of continuous, Full-Time employment.

Group Dental coverage for eligible employees is provided on a shared-cost basis. The City will contribute to the cost of the monthly premium, with the employee contributing the remaining monthly premium through Payroll Check Deduction.

Participation in this group Dental plan is strictly voluntary. No employee shall be paid a cash payment of any kind in lieu of Dental Insurance.

For more detailed information on the City's employee Dental care plan, enrollment criteria, procedures and policies, please contact the Human Resources Division.

12.11 COBRA Continuation Coverage

According to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA), in the event of your termination of employment with the City of Arkansas City or loss of eligibility to remain covered under our group Health Insurance program, you and your eligible dependents, may have the right to continued coverage under our Health Insurance program for a limited period of time at your own expense.

All employees have the responsibility to inform the City Human Resources Division of a divorce, a legal separation or a child losing dependent status under the City group health and/or dental plan(s).

COBRA coverage is not automatic. You must submit all required paperwork and payments within the required time limits specified in the written materials you will receive after losing coverage. If you do not choose continuation coverage, your group Health and/or Dental Insurance coverage will end.

12.12 Group Health Care Coverage for Local Government Retirees

Employees retiring from the City, who meet specific criteria (listed below), may elect to continue their coverage, as well as the coverage of any covered spouse or dependent of the Retiree, in the City's group Health Insurance and/or Dental Insurance plan(s), provided that such election is made in writing, to the Human Resources Division, within thirty (30) days of retirement.

12.12.a. Requirements

To be eligible, the retired employee must:

1. Have been employed by the local government for not less than ten (10) years;
2. Have retired after December 31, 1988; and,
3. Be receiving a retirement or disability benefit for service with the local government from which they terminated employment.

Payment of the monthly premiums shall be the sole responsibility of the Retiree. The City will not be obligated to send invoices to Retirees, nor will the City assume any responsibility for payment of monthly premiums. Monthly premiums are due to the City on or before the first (1st) day of each month for that month's corresponding coverage.

The Retiree's continued coverage under the group Health Insurance and Dental Insurance plan(s) will terminate upon the first of the following events to occur:

1. Upon the Retiree's death;
2. Upon the Retiree attaining the age of sixty-five (65);
3. Upon the failure to pay any monthly premium when due; or,
4. Upon the Retiree becoming covered, or becoming eligible for coverage, under a plan of another employer.

Upon retirement, the Retiree will make his or her coverage level determination (i.e. single, single plus spouse, single plus child(ren) or family). Those dependents covered at the time of retirement shall leave the plan due to ineligibility such as:

1. Upon the dependent's death;
2. Upon the divorce or legal separation of the Retiree and dependent;
3. Upon the dependent attaining the age of ineligibility according to the Official Plan Document(s);
4. Upon the dependent obtaining other coverage;
5. Upon the failure to pay any monthly premium when due; or,
6. Upon the Retiree becoming covered or becoming eligible for coverage under a plan of another employer.

Unless an exception applies, the coverage of any spouse and/or dependent(s) of a Retiree shall terminate upon the termination of the Retiree's coverage. At that time, if eligible, applicable COBRA Continuation Coverage will be offered to the spouse and/or dependent(s).

Once coverage under the City's plan ceases, because of any disqualification (Retirees should consult the Plan Document(s) and Plan Administrator for a list of Qualifying Events), there shall be no reinstatement of coverage, except upon a finding by the Governing Body of extraordinary hardship, such as for the inadvertent failure to pay premiums.

12.12.b. Policy Coverage (Retirees)

The health plan coverage for Retirees shall have the same options that are available to current employees. The options selected shall not be subject to change except at times when existing employees may exercise such options.

12.12.c. Application of COBRA (Retirees)

Nothing in this plan shall subordinate the rights of a former employee under the Federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

12.13 Supplemental Insurance

The City may provide Full-Time employees with the option of purchasing Supplemental Insurance coverage. These types of insurance may, or may not, include Accident, Heart/Stroke and Cancer insurance, among others, depending upon the coverages being offered.

These plans are subject to the insurer’s underwriting rules and are paid entirely by the employee through Payroll Deduction. Taxability of these benefits will be based on plan and Internal Revenue Services (IRS) standards. Eligibility for enrollment in the Supplemental Insurance plan(s) is only during the annual Open Enrollment period.

12.14 Flexible Spending Accounts (FSA)

A Flexible Spending Account (FSA) is a special account an employee may put money into that is used to pay for certain out-of-pocket health care costs as well as certain dependent care costs. The money set aside for Flexible Spending Accounts is done so on a pre-tax basis.

12.14.a. Dependent Care Flexible Spending Account (DCFSA)

Work-related childcare for children younger than age thirteen (13) or dependent care for any other dependent incapable of self-care can be considered qualified expenses, up to a maximum amount per year that is set by the Internal Revenue Service (IRS). Only nonmedical expenses that enable the employee to be gainfully employed, and ensure a qualified dependent’s well-being and protection, are allowed. Baby-sitting costs for non-work-related activities and/or nursing home care charges do not qualify. Any care for which a tax credit is claimed on a federal tax return is not covered.

The employee must choose the total amount to deposit into his or her Dependent Care Flexible Spending Account upon enrollment, and that choice must hold for the rest of the Plan Year unless family status or a spouse’s job status changes. Money set aside in this account will be deducted through Payroll Deduction on a pre-tax basis.

When the employee incurs and pays for a dependent care expense, he or she provides the receipt or other proof of payment, along with a completed form and requests reimbursement from the account. At the end of the year, any remaining unused funds in the account must be forfeited (“use it or lose it” rule).

Eligibility for enrollment in the Dependent Care Flexible Spending Account is only during the annual Open Enrollment period.

12.14.b. Health Care Flexible Spending Account (HCFSA)

Money set aside in this account may be used to pay medical expenses (e.g., braces, glasses, deductibles), for the employee and their dependents if these expenses were not covered by insurance. The employee must choose the total dollar amount to be set aside into his or her account and it will be deducted through Payroll Deduction on a pre-tax basis.

As allowable medical expenses occur, the employee may submit a copy of his or her medical documentation (e.g., Explanation of Benefits, medical billing statement), along with a completed form and request reimbursement from the account. There also is the ability to pay for qualifying expenses with a debit/credit card.

Documentation may, or may not, be requested when utilizing the debit/credit card. This determination is made by the company administering the plan, depending on the type of purchase and/or service. Documentation must show the date of service, the type of service, the person receiving the service and the amount not paid by insurance to qualify for processing.

The City offers the maximum allowed carryover. This allows participants to carry over an amount, approved by the Internal Revenue Service (IRS) and selected by the employer, from the current Plan Year to the next Plan Year.

Please consult the Plan Document(s) for more details.

Eligibility for enrollment in the Health Care Flexible Spending Account is only during the annual Open Enrollment period.

12.15 Life Insurance

The City of Arkansas City provides a ten-thousand-dollar (\$10,000) term Life Insurance policy at no charge for each eligible employee. Application must be made during the first thirty (30) days of employment. Coverage takes effect the first of the month following the date of hire.

KPERS also provides a Life Insurance benefit equal to one and one-half (1½) times the employee's annual compensation (KPERS members only).

KP&F also provides some Life Insurance benefits (KP&F members only).

For more information on Life Insurance benefits provided and options for additional insurance, please contact the Human Resources Division.

12.16 Deferred Compensation 457(b) Plan(s)

The 457 plan is a type of deferred-compensation retirement plan that is available for governmental and certain nongovernmental employers in the United States. The employer provides the plan and the employee defers compensation into it on a pre-tax or after-tax basis.

12.16.a. Deferred Compensation – 457(b) Plan (Pre-Tax)

Full-Time and Part-Time employees are eligible to participate in a 457(b) Deferred Compensation plan. This is a retirement savings plan that allows eligible employees to supplement any existing retirement and pension benefits by saving and investing dollars through a voluntary salary contribution.

The City offers a pre-tax option in which contributions reduce federal and state taxes. With the pre-tax option, contributions and any earnings on contributions are tax-deferred until money is withdrawn. Distributions are subject to ordinary income tax.

Contributions are taken as Payroll Deductions, on a pre-tax basis, on each Payroll Check and put into an account.

The money is invested automatically into the investment option(s) chosen by the employee. Eligible employees may enroll at any time.

The City will contribute, in December of each year, one-hundred dollars (\$100.00) to the account of each current employee who participated in the Deferred Compensation plan and who contributed at least two-hundred-fifty dollars (\$250.00) throughout that year (January 1st through December 31st) to their account(s) in the plan. Please note the employer will contribute a maximum of one-hundred dollars (\$100.00) each year even if the employee participates in more than one (1) Deferred Compensation plan.

12.16.b. Deferred Compensation – 457(b) Plan ROTH Option (Post-Tax)

Full-Time and Part-Time employees are eligible to participate in a 457(b) Deferred Compensation ROTH plan. This is a retirement savings plan that allows eligible employees to supplement any existing retirement and pension benefits by saving and investing dollars through a voluntary salary contribution.

All ROTH contributions are made with after-tax dollars which means taxes are paid now (after-tax) rather than when a qualified distribution is taken.

Contributions are taken as Payroll Deductions on each Payroll Check and put into an account. The money is invested automatically into the investment option(s) chosen by the employee. Eligible employees may enroll at any time.

The City will contribute, in December of each year, one-hundred dollars (\$100.00) to the account of each current employee who participated in the Deferred Compensation plan and who contributed at least two-hundred-fifty dollars (\$250.00) throughout that year (January 1st through December 31st) to their account(s) in the plan. Please note the employer will contribute a maximum of one-hundred dollars (\$100.00) each year even if the employee participates in more than one (1) Deferred Compensation plan.

12.17 Kansas Public Employees Retirement System (KPERS)

12.17.a. Kansas Public Employees Retirement System (KPERS)

All eligible City employees are required to become members of the Kansas Public Employees Retirement System (KPERS) upon hire. Upon becoming a KPERS member, the employee contributes to KPERS, through Payroll Deduction, for all wages and taxable benefits each Payroll Period. The employee's contribution is fixed by Kansas statute. The City also makes contributions to KPERS at a rate set by Kansas statute.

To be eligible to participate in the Kansas Public Employees Retirement System, the position in which the employee is working normally must require the employee to work more than one-thousand (1,000) hours per year.

Please note: Police Officers and Firefighters fall under the Kansas Police and Fire Retirement System (KP&F). Additional benefits also may be available to employees participating in KPERS. For more details, please contact the Human Resources Division.

12.17.b. Kansas Police and Firefighters Retirement System (KP&F)

Police officers and firefighters participate in the Kansas Police and Firefighters Retirement System (KP&F) upon hire. Police officers and firefighters make contributions to KP&F through Payroll Deduction for all wages and taxable benefits each Payroll Period. The employee's contribution is fixed by Kansas statute. The City also makes contributions to KP&F at a rate set by Kansas statute.

Additional benefits also may be available to employees participating in KP&F. For more details, please contact the Human Resources Division.

12.18 Employee Assistance Program (EAP)

If you need counseling or other help with personal or work-related problems, you are encouraged to make contact with the EMPAC Employee Assistance Program (EAP). Assistance through EMPAC is provided for all City employees. You may contact EMPAC directly by calling 1 - (800) 234-0630.

EMPAC employees are available to assist you and your immediate family members (within the same household) with counseling, or referral, to a wide variety of counseling services for various personal problems, including but not limited to abuse of drugs and/or alcohol, emotional problems, financial problems, marital problems, family crises and many other issues.

Short-term counseling may be paid for by the City. Long-term counseling services may require payment by employees or their health insurance provider. You should contact your supervisor or the Human Resources Division if you have questions.

12.18.a. Mandatory Referral

In some cases, the City may refer an employee to an Employee Assistance Program if the employee is experiencing job performance issues or behavioral problems that indicate services provided by the EAP may be of assistance.

The employee will have forty-eight (48) hours following a Mandatory Referral, by the City, to contact an EAP representative. Failure to contact the EAP within forty-eight (48) hours of Mandatory Referral by the City, without acceptable cause may lead to disciplinary action. In such cases, the supervisor may request some limited information on the employee's use of EAP services.

12.18.b. EAP Scheduling and Paid Leave

You will be allowed to use your accrued, paid leave (including Sick Leave) when mandated by the City, or to voluntarily access the EAP, should such arrangements be necessary during your Regularly Scheduled Work Shift. Please try to schedule assessment and counseling during off-duty hours whenever possible.

12.19 Cellular Phone Allowance

The City of Arkansas City provides a Cellular Phone Allowance for certain positions due to the nature of the job. The purpose of the Cellular Phone Allowance is to facilitate ease of contact with employees in particular positions within the City. The determination of which positions are eligible to receive a Cellular Phone Allowance is based upon the nature and essential functions of the job.

To receive an allowance, an employee must provide the cellular phone number to the employer, and the phone must be on and carried by the employee during business hours and/or while on call (for some employees this may mean twenty-four (24) hours a day).

Cellular Phones must remain in proper working order at all times. All repairs, maintenance and loss of Cellular Phones or accessories will be the responsibility of the employee.

Allowance will be included in the employee's Payroll Check and is subject to all applicable taxes. Employees will not be required to submit monthly bills for the allowance.

12.19.a. Plan Levels

The Cellular Phone Allowance includes four (4) plan levels, according to the essential functions of the position (all based on the job as determined by the City Manager):

1. \$15 per month General Allowance Plan
2. \$50 per month Basic Allowance Plan
3. \$60 per month High-Use Allowance Plan
4. \$80 per month Smartphone Plan

12.19.b. Smartphone Purchases

Department/division heads and some management positions, with the City Manager's approval, who wish to purchase a Smartphone, will receive an allowance for the actual cost of the phone up to a maximum of one-hundred dollars (\$100.00) no more frequently than every two (2) years.

12.19.c. Discontinuation of Cellular Phone Allowance

Employees who change jobs or whose duties no longer require a phone may be eligible for reimbursement of any cancellation penalty with the approval of the City Manager. Billing from the Cellular Phone provider showing the penalty charge shall be provided to the department/division head in order to be considered to receive reimbursement.

12.20 Uniforms

Uniforms may be provided by the City, at no cost to the employee, for members of certain departments/divisions. These uniforms must be worn during scheduled and unscheduled working hours and are not to be worn when employees are off duty or by any person other than the employee. All uniforms must meet the approval of each employee's supervisor.

The City may pay the cost of cleaning uniforms for uniformed employees at the discretion of the department/division head.

Employees may be held responsible for any uniforms lost or damaged due to the employee's negligence.

Upon separation from employment, all uniforms need to be returned to the employer immediately. Failure to return uniforms upon separation from employment may result in withholding the value of the uniforms, in compliance with all applicable laws, from the separating employee's Payroll Check.

12.21 Safety Footwear

Each department/division head will determine the appropriate protection required for feet and ankles based on the work assigned to each worker and ensure each worker wears appropriate footwear.

To determine appropriate protection, the following factors will be considered:

- Slipping;
- Uneven terrain;
- Abrasion;
- Ankle protection;
- Foot support;
- Crushing potential;
- Temperature extremes;
- Corrosive substances;
- Puncture hazards;

- Electrical shock; and/or,
- Any other recognizable hazard.

No slip-on-type boots will be considered acceptable unless ankle support has been incorporated within the manufacturer's design.

If Safety Footwear is a requirement of the job, employees who are not able to wear Safety Footwear for medical reasons will need to provide a doctor's certificate to the Human Resources Division requesting exemption from this requirement.

If a department/division head determines the employee's position requires reinforced-toe boots or other specific Safety Footwear other than street shoes, the employee may receive an annual reimbursement of up to one-hundred dollars (\$100.00) each calendar year for the purchase of the required Safety Footwear. Please note a receipt for the purchase must be provided to receive reimbursement and this payment is considered taxable income by the Internal Revenue Service (IRS).

Affected employees shall comply with this policy and shall be responsible for properly using, maintaining and wearing appropriate Safety Footwear.

Chapter 13 - Government Required Coverage

13.1 Workers' Compensation

All employees are entitled to Workers' Compensation benefits. This coverage is automatic and immediate and protects you due to an on-the-job injury. An on-the-job injury is defined as an accidental injury suffered in the course of your work or an illness which is directly related to performing your assigned job duties. The City pays the entire cost of this insurance program.

If you cannot work due to a job-related injury or illness, Workers' Compensation insurance pays your medical bills and provides a portion of your income until you can return to work.

13.2 Unemployment Compensation

Depending upon the circumstances, former City employees may be eligible for Unemployment Compensation upon termination from employment with the City of Arkansas City. Eligibility for Unemployment Compensation is determined by the Kansas Department of Labor Unemployment Division. The City pays the entire cost of this insurance program.

Unemployment Compensation is designed to provide you with a temporary income when you are out of work through no fault of your own. For your claim to be valid, you must have a minimum amount of earnings determined by the state and you must be willing and able to work.

13.3 Social Security

The United States government operates a system of mandated insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your wages to the trust fund from which benefits are paid.

As your employer, the City is required to deduct this amount from each Payroll Check you receive. In addition, the City matches your contribution dollar-for-dollar, thereby paying one-half (½) of the cost of your Social Security benefits. The tax comprises part of the Federal Insurance Contributions Act (FICA).

Your Social Security number is used to record your earnings. You are encouraged to protect your Social Security record by ensuring your name and Social Security number on your pay stub and W-2 Form are correct. You may also want to make sure your earnings statement is accurate each year by requesting a Personal Earnings and Benefit Estimate Statement from the U.S. Social Security Administration by visiting <https://www.ssa.gov>.

Chapter 14 - Workers' Compensation

All City employees are covered under the provisions of the State of Kansas Workers' Compensation Act, which provides medical treatment, compensation for loss of pay and death benefits for any employee injured or killed by an accident or occupational exposure arising out of and in the course of his or her employment. The cost of this insurance is paid in its entirety by the City of Arkansas City.

It is the injured employee's responsibility to inform a supervisor of any workplace injury or occupational exposure immediately. Failure to timely inform the City of an injury, or occupational exposure could preclude coverage under the Workers' Compensation Act.

PLEASE FOLLOW THESE STEPS IN THE CASE OF A JOB-RELATED INJURY OR ILLNESS:
1. In the case of a serious or life-threatening injury, call 911 immediately.
2. Report the injury to a supervisor immediately.
3. Please contact the Human Resources Division for further assistance as soon as possible.
4. You may be subject to drug and alcohol testing – please consult with the Human Resources Division.
5. Complete the appropriate forms so the claim may be filed as soon as possible following the injury or occupational exposure.
6. Please obtain authorization from the Human Resources Division before visiting a physician, clinic or emergency room for an on-the-job injury unless the injury is serious or life-threatening.
7. You will need to see the Authorized Physician – there are other options available to you, please contact the Human Resources Division for more information.
8. Please keep in touch with your supervisor or department/division head and the Human Resources Division throughout all medical treatment and the healing process.
9. Please provide all original copies of paperwork from the doctor to the Human Resources Division following each appointment.
10. Should you be under the Authorized Physician's care and receive work restrictions, you should not violate those restrictions on or off duty (this could result in re-injury or slowing your healing time).
11. Please keep all appointments for ongoing medical care and participate fully in the treatment of your injury or illness.
12. Please remember you can contact the Human Resources Division any time you have questions or concerns regarding your injury or illness and subsequent care. We are always available to assist you.

14.1 Drug and Alcohol Testing

Employees who need medical attention, due to a workplace injury/exposure, may be tested for impairment. Employees who don't need medical attention may be tested as outlined in the Drug-Free Workplace and Alcohol Testing policy. Supervisors should consult with the department/division head and the Human Resources Director.

14.2 Authorized Physician

The City has the authority to select the medical provider who will treat workplace injuries and exposures. Please contact the Human Resources Division for information regarding the authorized physician.

14.3 Injury Leave

If you are injured on the job, time spent that day visiting a physician or recovering at home or a health care facility will be counted as regular time worked, not as Injury Leave. Any subsequent physician appointments, physical therapy or other time off due to the injury will be counted as Injury Leave and shall fall under the criteria set forth in this policy.

If you were injured on the job and have been taken off work by the authorized Workers' Compensation physician or the employer, due to the on-the-job injury, you will be compensated by receiving Injury Leave in lieu of your regular pay for the first seven (7) calendar days you are off duty. If you are not approved to return to work following the seventh (7th) calendar day you will be compensated by only Workers' Compensation.

Employees who are taken off work are not eligible for Holiday Leave pay should they be unable to return to work in the Payroll Period including the Official City Holiday.

14.4 Follow-up Appointments

Employees with an approved workers' compensation claim who have been released to perform work and have follow-up appointments during their Regularly Scheduled Work Shift shall count the time away from work for doctor's visits as Injury Leave.

14.5 Effects on Benefits

During the period of time an employee is eligible for Workers' Compensation benefits the City will follow each benefit provider's guidelines regarding continuation of benefits.

Employees are responsible for making payment arrangements for the employee's contribution toward these benefits, as well as any other optional programs to which the employee may contribute, if eligible. Failure to provide the employee's contribution will likely result in forfeiture of the City's contribution and loss of benefit(s).

14.6 Effects on Paid leave

Time off work while receiving Workers' Compensation benefits shall result in the loss of accrual of Vacation Leave and Sick Leave the first of the Payroll Period following fourteen (14) consecutive calendar days off.

Accrual will begin again the first of the Payroll Period following the employee's return to his or her, Full-Time, Regularly Scheduled Work Shift.

14.7 Return to Work

Prior to returning to work you will be required to provide a release to return to work from the treating physician:

- Without Limitations - Employees who have been released without limitations may be required to undergo a Fit-For-Duty Assessment.
- With Limitations - Employees who have been released to perform work with limitations may be able to return to work under the Return to Work Program. Should an employee turn down, or fail to perform offered work, that he or she is capable of doing, the City may take actions permitted under law including but not limited to contesting the employee's entitlement to further Workers' Compensation benefits.

14.7.1. Return to Work Program

Employees who are temporarily unable to perform the duties of their position because of an on-the-job injury may qualify for participation in the City's Return to Work Program. The ultimate goal is to return the restricted duty employee back to full duty.

For work to be considered suitable under this program the following conditions must be met:

1. It must be reasonably likely that the employee will return to work in a full capacity to the position held by the employee prior to assignment to the program; and,
2. The work assigned must be a meaningful and productive part of the department/division operations; and,
3. The employee must be qualified for the assignment.

This policy shall in no way disregard or negate the rights of any employee with a disability covered under the Americans with Disabilities Act or the ADA Amendments Act.

Chapter 15 - Employee Training and Travel

15.1 Training and Travel Expenses

It is the policy of the City to provide employees appropriate educational and training opportunities to improve their skills and capabilities as may be appropriate to their duties and responsibilities.

When training, including classes, seminars, conferences or college courses, is required by the City Manager or an employee's department/division head, expenses associated with those training opportunities will be paid by the City according to the Fair Labor Standards Act (FLSA), Internal Revenue Service (IRS) guidelines and the City's Travel policy.

15.1.a. Travel

Occasionally performance of official City business will necessitate travel by City employees. Any amount of time an employee spends driving or traveling on official City business will be treated as paid time. Additionally, shall a day of training and/or travel sum up to fewer hours than your Regularly Scheduled Work Shift that particular day you will be will still be paid for your normally scheduled working hours.

15.1.a. Definitions

1. Authorized Travel – Travel outside of City limits that is directly relevant to, and necessary for successful accomplishment of, legitimate City requirements (i.e., official City business).
2. Authorized Individuals – Individuals who are either performing City business or representing the City in some fashion.
3. Reimbursable Mileage Rate – IRS business standard mileage rate in effect at the time of Authorized Travel.
4. Purchasing Card – Any card or other similar item or arrangement which authorizes credit purchases by an employee in the name of the City of Arkansas City.
5. Reimbursable Expenses – Only those expenses for which City funds will be used for reimbursement.
6. Travel Approving Official - Person authorized to approve travel and related expenses. For this policy, the Travel Approving Official will be the department/division head. If the Authorized Individual is a department/division head, the Travel Approving Official will be the City Manager.

15.1.b. Approval Process

Any Authorized Individual intending to travel on City business shall request approval from their Travel Approving Official prior to the planned departure date.

15.1.c. Authorized Expenses

The City of Arkansas City shall compensate employees according to the Fair Labor Standards Act when travel is required for official business.

1. Transportation costs (specified below) for out of town meetings, conferences and seminars; and,
2. Lodging for approved overnight business-related functions as detailed below; and,
3. Actual meal expenses for business related activities when traveling out of town as explained below; and,
4. Incidental travel related expenses such as tolls, parking, etc.

15.1.d Unauthorized Expenses

1. Alcohol; and,
2. Appetizers unless ordered as a meal; and,

3. Snacks; and,
4. Personal expenses; and,
5. Expenses for family members or others; and,
6. Entertainment expenses such as tickets to concerts, plays, sporting events, etc.; and/or, maid tips.

15.1.e Modes of Transportation

The City will provide transportation when in the best interest of the City. It is expected that each employee will use the best means of traveling to and from the destination taking into consideration cost, time and transportation availability.

Employees needing to travel may use the following means of transportation:

1. City Vehicle – Employees without assigned City vehicles may request a City vehicle for business travel. City vehicle issuance is based on availability and shall be approved by the department/division head that has responsibility for the assigned vehicle.
2. Commercial Carrier – Allowable expense is economy or tourist class if by air; first class day coach if by train. When possible, commercial travel should be planned far enough in advance to take advantage of reduced fares. Under no circumstances will an airline be selected, or route established solely for the purpose of accruing airline bonus points.
3. Private Vehicle - Rates for reimbursement will be the Reimbursable Mileage Rate. Mileage will be determined by the usually traveled, most direct route in accordance with figures obtained by Google Maps or Map Quest applications. If approved, this use of a Private Vehicle may be selected but reimbursement will be limited to cost of the most economical mode of transportation available (i.e., limited to the total cost of reimbursable mileage to airport, airport parking, airfare, etc.).
4. Rental Vehicle - May be authorized if most economical either traveling to and from or at an authorized event.
5. Other Travel Related Expenses - Other business expenses directly attributed to City related travel such as public transportation, baggage fee, airport parking, taxi/bus fares, tolls and parking fees are allowed as long as receipts detailing the charges are provided.

Please note mileage will not be reimbursed for travel within the city limits of the City of Arkansas City.

15.1.f. Lodging

The City may pay lodging costs associated with attendance at an authorized business meeting, seminar or conference. Reimbursement will be for the best available room rate.

Phone calls and internet access charges on the hotel bill will be deducted unless identified as to who was called and the nature of City business conducted.

15.1.g. Meal Expense

Meals will be paid or reimbursed for actual cost (including tip not to exceed fifteen percent (15%)).

Expenses for meals associated with a training seminar or meeting within the city limits of Arkansas City will not be reimbursed.

When overnight stay is not required but an employee's travel extends their workday by three (3) hours, the employee will be provided with one (1) meal.

An itemized, original receipt must be submitted for reimbursement. The receipt must identify name and address of restaurant, date and itemized purchases.

Meal purchases must be done with good judgement and proper discretion. Employees are encouraged to use the U.S. General Services Administration (GSA) guidelines for acceptable expenses. Under no circumstance shall the amount exceed GSA guidelines for the area.

15.2 Certification/License Testing

When attempting Certification/License Testing (job requirement) the City will reimburse the employee for the cost of (1) the first attempt (pass or fail) and (2) the final successful attempt at testing. The expense for all other attempts will need to be paid by the employee.

Note: See the chapter of this Employee Manual titled "Commercial Driver's License (CDL)" for more information regarding reimbursement for CDL testing.

Chapter 16 - Attendance

16.1 Regularly Scheduled Work Shift

All employees are expected to be present at their assigned workplaces during the time assigned by their supervisor(s).

An employee's Regularly Scheduled Work Shift is the first, second, third, twelve (12) or twenty-four (24) hour shift and/or day(s) of the week the department/division head has determined is necessary for the employee to work to meet the needs of the City.

Any employee's Regularly Scheduled Work Shift may be subject to change at any time. Thus, the change determined by the department/division head becomes the employee's Regularly Scheduled Work Shift for that particular day.

All employees of City departments/divisions that serve the City every day, around the clock, may be required to work varying hours and shifts, including weekends and holidays, as the need may arise.

16.2 Absences

If you are unable to report for work, you need contact your supervisor at least thirty (30) minutes prior to your Regularly Scheduled Work Shift unless prevented from doing so by some circumstance(s) beyond your control.

You need to call-in each day you are absent, unless other arrangements have been made with the supervisor, another person higher in the Chain of Command or the Human Resources Division in cases of injury (either on or off duty injury), Domestic Violence or a Family Medical Leave Act (FMLA) qualified event.

You, yourself, need to call-in unless there are circumstance(s) beyond your control which do not allow you to do so. It generally is not permissible to have someone else call-in for you.

It is permissible to utilize text messaging as a method of contact with your supervisor. Please make sure your supervisor confirms receiving your text message.

You may be required to provide documentation of any medical or other excuse for being absent. The City reserves the right to utilize accrued, paid leave to make up for your missed time.

Failure to follow this procedure may put you at risk for a No Call/No Show on your Attendance Record and/or possibly disciplinary action.

16.3 Tardiness

If you should become aware that you will be late for work you need to notify your supervisor, another person higher in the Chain of Command or the Human Resources Division in cases of injury, Domestic Violence or a Family Medical Leave Act (FMLA) qualified event as soon as possible prior to the beginning of your Regularly Scheduled Work Shift unless prevented from doing so by some circumstance(s) beyond your control.

You may be required to provide documentation of any medical or other excuse for being late. The City reserves the right to utilize accrued, paid leave to make up for missed time.

16.4 Job Abandonment

If you should fail to report for duty without contacting your supervisor, another person higher in your Chain of Command or the Human Resources Division in cases of injury, Domestic Violence or a Family Medical Leave Act (FMLA) qualified event, and also fail to provide adequate justification for your absence for two (2) consecutive, Regularly Scheduled Work Shifts you may likely be deemed to have abandoned your position and voluntarily resigned from employment with the City.

Should you leave your Regularly Scheduled Work Shift without adequate justification or permission from the supervisor, another person higher in the Chain of Command or the Human Resources Division in cases of injury (either on or off duty injury), Domestic Violence or a Family Medical Leave Act (FMLA) qualified event you may likely be deemed to have abandoned your position and voluntarily resigned from City employment.

16.5 Inclement Weather

To the extent possible, all City facilities will remain open according to regularly scheduled business hours during Inclement Weather. The City Manager reserves the right to change business hours and/or close City facilities as conditions warrant.

Every effort should be made to be at work due to ongoing business requirements. **However, you must make a personal judgment call pertaining to your personal safety in traveling to and from work.** In the case of an absence, you are asked to make every effort to notify your supervisor of the absence, according to City policy.

In the event Inclement Weather, including but not limited to snowstorm, flood or tornado, prevents you from safely traveling to work, you will need to use accumulated leave (excluding Sick Leave), to be compensated for this time. If you do not have unused, accrued, time off available, the time will need to be taken without pay.

When City facilities are closed early due to Inclement Weather, the City may, at the discretion of the City Manager, compensate those employees still present at the time of closing for the remainder of their Regularly Scheduled Work Shift.

Chapter 17 - Leave

17.1 Use of Paid leave

All types of paid leave will be applied against regularly scheduled workdays and regularly scheduled work hours only. Accrued and unused Paid Leave must be used to cover any time missed from your Regularly Scheduled Work Shift unless you are off work due to a work-related-injury, Administrative Leave or Suspension without Pay.

17.2 Pay Rate for all Types of Paid leave

Compensatory Time off, Holiday Premium Pay, Holiday Time Banked, Vacation Leave, Sick Leave, Safety Day Leave, Personal Business Day Leave, Injury Leave, Funeral/Bereavement Leave and Wellness Day Leave will be paid at the employee's Base Pay Rate.

Please note: Compensatory Time off is earned at a rate of one and one-half (1½) hours for each hour worked for which Overtime compensation would otherwise be required.

17.3 Official City Holidays

The City observes thirteen (11) paid Official City Holidays per year:

OFFICIAL CITY HOLIDAYS		
1	New Year's Day	January 1st
2	Martin Luther King Jr. Day	Third Monday in January
3	President's Day	Third Monday in February
4	Memorial Day	Last Monday in May
5	Independence Day	July 4th
6	Labor Day	First Monday in September
7	Veterans Day	November 11th
8	Thanksgiving Day	Fourth Thursday in November
9	Friday following Thanksgiving Day	Friday following Thanksgiving Day
10	Christmas Day	December 25th
11	Floating Holiday	Designated annually by the City Manager

When any Official City Holiday falls on a Saturday, it will be observed on the prior Friday. When any Official City Holiday falls on a Sunday, it will be observed on the following Monday.

You may take time off to observe your religious holidays. If available, you may use any accrued, paid leave as well as any Compensatory Time. Sick Leave usage will not be available for this purpose. Should none of the above mentioned be available you will need to take the time off without pay. Please schedule the time off in advance with your supervisor(s).

Eligible City employees may be entitled to Holiday Pay, as specified below, after their first day of employment.

17.3.a. Holiday Pay

Full-Time who are required to work on an Official City Holiday will receive Holiday Pay in addition to their regular wages for time worked that day subject to the limitations stated within this policy. Holiday Pay is paid at a rate equivalent to the Base Pay Rate.

Full-Time employees who DO work on an Official City Holiday will receive eight (8) hours of Holiday Pay in addition to their regular wages for time worked that day.

Full-Time, Fire/Emergency Medical Services (EMS) Department employees working on a 7(k) Exemption (Work Period Method) who DO work on an Official City Holiday will receive twelve (12) hours of Holiday Pay in addition to their regular wages for time worked that day.

Full-Time employees who are NOT required to work on an Official City Holiday will receive eight (8) hours of Holiday Pay.

Full-Time, Fire/Emergency Medical Services (EMS) Department employees working on a 7(k) Exemption (Work Period Method) who are NOT required to work on an Official City Holiday will receive twelve (12) hours of Holiday Pay.

17.3.b. Holiday Time Banked

Holiday Time Banked is paid time off, at the employee's request, that is accumulated in lieu of the payment of Holiday Pay.

All eligible employees (all employees except Fire/Emergency Medical Services (EMS) personnel working on a 7(k) Exemption (Work Period Method)) may accumulate up to twenty-four (24) hours of Holiday Time Banked. Any accumulation in excess of twenty-four (24) hours will be paid on the next Payroll Check.

All, Full-Time, Fire/EMS personnel working on a (7(k) Exemption (Work Period Method)) may accumulate up to eighty (80) hours of Holiday Time Banked. Any accumulation in excess of eighty (80) hours will be paid on the next Payroll Check.

Accumulated Holiday Time Banked shall be converted to cash payment during active employment only in the event the employee reaches the maximum accumulation of Holiday Time Banked hours.

17.3.c. Unpaid Leave (Holiday Pay)

Employees who are on any type of unpaid leave or who have used unpaid leave during the calendar week in which the Official City Holiday occurs shall not be eligible for Holiday Pay.

17.3.d. Other Types of Leave on an Official City Holiday

Official City Holidays that fall during within an approved, scheduled Vacation Leave or Sick Leave will be recorded as Holiday Pay.

No other type of Paid leave can be requested or paid on an Official City Holiday. Holiday Pay supersedes all other types of leave. For example, one cannot claim Vacation Leave Pay on an Official City Holiday. Only Holiday Pay will apply.

Those scheduled to work more than eight (8) hours on an Official City Holiday may request additional paid leave, with the exception of Sick Leave, to make up for the regularly scheduled hours over the eight (8) hours of Holiday Pay.

17.3.d. Holiday Premium Pay (Call-Outs on a Holiday)

Call-Outs on an Official City Holiday shall be considered a Premium Pay situation. Holiday Premium Pay shall be excluded from the Regular Pay Rate for purposes of calculating Overtime owed.

17.3.e. Overtime and Official City Holidays

Employees are not excused from Overtime work on an Official City Holiday. Holiday Pay is counted towards the Overtime Pay threshold for those employees in Overtime-eligible positions.

"Please note: Holiday Pay is the only type of paid leave to be considered in the Overtime Pay threshold calculation.

17.3.f. Holiday Time Banked Separation Payments

The City will convert Holiday Time Banked to cash payment at the employee’s Base Pay Rate at the time of the employee’s Separation. All Holiday Time Banked will be paid to the employee upon separation from City employment.

17.4 Vacation Leave

It is the intent of the City that all Full-Time employees shall be provided with special periods for rest and relaxation in recognition of services performed. Employees who receive occasional periods of rest are thought to be more productive, and these periods of rest may also help to provide a safer work environment for themselves and those around them. It is for these reasons that the City provides paid Vacation Leave to Full-Time employees.

17.4.a. Vacation Leave Accrual

All regular, Full-Time employees accrue Vacation Leave each Payroll Period according to their position and years of service with the City.

Full-Time employees, excluding Fire/Emergency Medical Services (EMS) Department employees working on a 7(k) Exemption (Work Period Method), accrue paid Vacation Leave according to the following schedule:

MONTHS OF CONTINUOUS, FULL-TIME EMPLOYMENT	VACATION HOURS ACCRUED PER YEAR	MAXIMUM ACCRUAL (HOURS)
0-59 Months	80	160
60-119 Months	120	240
120-179 Months	160	320
180+ Months	200	400

Full-Time, Fire/Emergency Medical Services (EMS) Department employees working on a 7(k) Exemption (Work Period Method) accrue paid Vacation Leave according to the following schedule:

MONTHS OF CONTINUOUS, FULL-TIME EMPLOYMENT	VACATION HOURS ACCRUED PER YEAR	MAXIMUM ACCRUAL (HOURS)
0-59 Months	112	224
60-119 Months	168	336
120-179 Months	224	448
180+ Months	280	560

Any employee who is/was employed in a Temporary/Seasonal classification or Part-Time classification and Transfers to a Full-Time classification must begin his or her Vacation Leave accrual as of the date of transfer to the Full-Time classification. Time spent in a Temporary/Seasonal Classification or Part-Time classification will not be counted towards years of service for Vacation Leave accrual.

Any employee who transfers from a Full-Time classification to a Part-Time classification shall be paid for all accrued, unused Vacation Leave.

In the event a Full-Time employee Transfers or is Promoted from a Full-Time position (old position) to another Full-Time position (new position), and the old position has a higher maximum accrual schedule than the new position, the City will pay the employee for his or her accrued vacation hours that exceed the maximum accrual hours of the new position at the time of transfer or promotion.

17.4.b. Vacation Leave Maximum Accrual

Employees may carry over earned Vacation Leave from one year to the next but may not accumulate more than two (2) years of total accrual at any time. In such cases, accrual will cease until such time that the accumulation level is less than two (2) years of accrual.

17.4.c. Vacation Leave Accrual Cessation

Vacation Leave will continue to accrue as long as the employee has accrued and unused Vacation Leave and/or Sick Leave available. Vacation Leave accrual will cease when all Vacation Leave and Sick Leave has been exhausted.

Employees using unpaid leave shall not be eligible to accrue Vacation Leave beginning with the Payroll Period following the start of the period of unpaid leave. Vacation Leave accrual will resume upon the employee's Full-Time return from unpaid leave or upon the employee working an entire Payroll Period without the use of unpaid leave.

17.4.d. Vacation Leave Accrual and Use for Newly Eligible Employees

Paid Vacation Leave will begin to accrue on the first Payroll Check for newly eligible employees, but the employee may not use any Vacation Leave until the employee has completed six (6) months of continuous, Full-Time employment. Should the new employee separate from employment prior to six (6) months of continuous, Full-Time employment, the employee is ineligible to receive any type of payout of accrued, unused Vacation Time.

17.4.e. Vacation Leave Requests

Vacation Leave requests are asked to be made as far in advance of need as is practical. All employees shall fill out the appropriate form(s) requesting permission to take leave and the request must be approved by the employee's department/division head prior to taking the Vacation Leave.

17.4.f. Departmental/Divisional Vacation Leave Scheduling

Department/division heads will plan vacation schedules to allow for a minimum of disruption to the department/division.

17.4.g. Vacation Leave and Workers' Compensation Payments

Employees who are receiving Injury Leave or Workers' Compensation payments for a work-related-injury are not able to use accrued or earned paid Vacation Leave while receiving such payments.

17.4.h. Cash Value of Vacation Leave

There are only three (3) situations in which City employees may receive payment for Vacation Leave, in lieu of taking the time off, while they are active employees:

1. If special or unusual circumstances beyond the employee's control prevent the timely use of accrued Vacation Leave, the City Manager may approve payment of the cash value of such Vacation Leave or portion thereof up to the specified maximum accrual limit, in excess of one (1) year of accrual.

Employees who think they meet the above criteria will need to complete a Leave Request Form noting the number of Vacation Leave hours for which they would like to receive payment. The employee must also attach a written statement explaining the special or unusual circumstances that caused or led to his or her inability to use Vacation Leave. These documents should be submitted to the department/division head, who shall forward to the City Manager for review.

2. Employees who accrue Vacation Leave at a rate of one-hundred-sixty (160) hours per year or more may, upon request, be paid the cash value of up to forty (40) hours of Vacation Leave in lieu of using those forty (40) hours of paid Vacation Leave. It should be noted that a minimum of one-hundred-sixty (160) hours of accrual shall remain available after the payment has been made. All such payments will be made in November/December of each year.

Employees who think they meet the above criteria will need to complete a Leave Request Form noting the number of Vacation Leave hours for which they would like to receive payment. This document should be submitted to the department/division head, who shall forward it to the City Manager for review.

3. Any employee who transfers from a Full-Time classification to a Part-Time classification shall be paid for all accrued and unused Vacation Leave.

17.4.i. Vacation Leave Separation Payments

All regular, Full-Time employees separating from City employment and who have given, and satisfactorily completed, an appropriate Notice Period of their regular schedule through two (2) calendar weeks, as defined in the Separation from City Employment policy will receive payment for all accrued and unused Vacation Leave.

Please note employees with less than six (6) months of continuous, Full-Time employment will not receive payment for accrued and unused Vacation Leave.

Note: See the section of this Employee Manual titled "Separation from City Employment" for more information regarding Notice Period.

17.5 Sick Leave

All Full-Time employees who have been employed with the City for at least one (1) calendar month shall be eligible to take paid Sick Leave.

17.5.a. Sick Leave Accrual

All Full-Time employees shall accrue paid Sick Leave at the rate of four (4) hours per Payroll Period.

All Full-Time Fire/Emergency Medical Services (EMS) Department employees working on a 7(k) Exemption (Work Period Method) shall accrue 5.25 hours per Payroll Period.

17.5.b. Sick Leave Maximum Accrual

Those employees hired prior to April 1, 2020, may accumulate Sick Leave to a maximum of nine-hundred-sixty (960) hours. Any accumulation in excess of the above noted hours shall be forfeited and accrual shall cease until such time the accumulation level is less than nine-hundred-sixty (960) hours.

Those employees hired on or after April 1, 2020, may accumulate Sick Leave to a maximum of seven-hundred-twenty (720) hours. Any accumulation in excess of the above noted hours shall be forfeited and accrual shall cease until such time the accumulation level is less than seven-hundred-twenty (720) hours.

17.5.c. Sick Leave Accrual Cessation

Sick Leave will continue to accrue as long as the employee has accrued and unused Vacation Leave and/or Sick Leave available. Sick Leave accrual will cease when all Vacation Leave and Sick Leave has been exhausted.

Employees using unpaid leave shall not be eligible to accrue Sick Leave beginning with the Payroll Period following the start of the period of unpaid leave. Sick Leave accrual will resume upon the employee's Full-Time return from unpaid leave or upon the employee working an entire Payroll Period without the use of unpaid leave.

17.5.d. Sick Leave Accrual and Use for Newly Eligible Employees

During the first calendar month of employment, newly eligible employees shall accrue, but not yet be eligible to utilize Sick Leave. At the end of that period, the employee will be able to utilize Sick Leave with the approval of his or her supervisor and/or department/division head.

17.5.e. Sick Leave Utilization

Sick Leave shall be granted for the following:

1. Personal illness or physical incapacity;
2. Enforced quarantine of the employee;
3. Sickness requiring the employee's presence to attend to a member of the employee's Immediate Family, as defined below, when the leave is approved by the supervisor and/or the department/division head; and/or,
4. Medical and dental appointments.

17.5.f. Immediate Family

For the use of Sick Leave, Immediate Family is defined to include only an employee's:

- Spouse;
- Domestic Partner (living in same residence as employee);
- Child;
- Step-Child;
- Foster Child;
- Father;
- Step-Father;
- Mother; and/or,
- Step-Mother.

Please note that in certain circumstances the City Manager may approve Sick Leave usage for other familial relationships not listed above.

17.5.g. Sick Leave Requests

If you need to request to use Sick Leave please notify your supervisor at least thirty (30) minutes prior to the beginning of your Regularly Scheduled Work Shift, unless prevented from doing so by some circumstance(s) beyond your control.

Employees must submit the necessary leave request forms or certifications, and also notify the Human Resources Division if the reason for the leave is due to an injury (on or off duty), Domestic Violence or an FMLA-qualifying event.

17.5.h. Verification of Sick Leave Use

A physician’s certificate may be requested at any time to affirm an employee’s illness or condition and the employee’s fitness to return to work. Verification for Sick Leave requested may be required at the discretion of the City Manager or the department/division head. No pay shall be granted for any Sick Leave that cannot be verified.

When an employee is on Sick Leave in excess of five (5) working days (three (3) working days for employees working under the 7(k) Exemption in the Fire/EMS Department), has just been released from the hospital or experiences another unusual circumstance such as, but not limited to, a work-related injury, a physician’s release will be required prior to returning to work.

Employees are responsible for informing the Human Resources Division if an accommodation is needed, or of any health issues or restrictions that could interfere with their ability to safely and effectively perform the duties of the position.

17.5.i. Sick Leave and Workers’ Compensation Payments

Employees who are receiving Workers’ Compensation payments for a work-related-injury are not able to use accrued or earned paid Sick Leave while receiving such payments.

17.5.j. Sick Leave Separation Payments

All regular, Full-Time employees hired prior to April 1, 2020, who are separating from City employment and who have given, and satisfactorily completed, an appropriate Notice Period will receive payment for a predetermined percentage (based on continuous, Full-Time months of service) of all accrued and unused Sick Leave, up to a maximum of no more than four-hundred-eighty (480) hours. Please note employees with less than forty-eight (48) months of continuous, Full-Time employment shall not receive payment for accrued and unused Sick Leave upon Separation.

For employees hired prior to April 1, 2020, please refer to the chart directly below for determining the amount of Sick Leave payout (if appropriate Notice of Intent to Separate from City Employment has been given and successfully completed):

MONTHS OF CONTINUOUS EMPLOYMENT	SICK LEAVE PAYOUT
0-47 full months of continuous, Full-Time employment	0% payout
48-95 full months of continuous, Full-Time employment	25% payout, up to 480 hours
96-143 full months of continuous, Full-Time employment	50% payout, up to 480 hours
144-191 full months of continuous, Full-Time employment	75% payout, up to 480 hours
192+ full months of continuous, Full-Time employment	100% payout, up to 480 hours

All regular, Full-Time employees, hired on or after April 1, 2020, who are separating from City employment who have given, and satisfactorily completed, an appropriate Notice Period will receive payment for a predetermined percentage (based on continuous, Full-Time months of service) of all accrued and unused Sick Leave, up to a maximum of no more than three-hundred-sixty (360) hours. Please note employees with less than forty-eight (48)

months of continuous, Full-Time employment shall not receive payment for accrued and unused Sick Leave upon Separation.

For employees hired on or after April 1, 2020, please refer to the chart directly below for determining the amount of Sick Leave payout (if appropriate Notice of Intent to Separate from City Employment has been given and successfully completed):

MONTHS OF CONTINUOUS EMPLOYMENT	SICK LEAVE PAYOUT
0-47 full months of continuous, Full-Time employment	0% payout
48-95 full months of continuous, Full-Time employment	25% payout, up to 360 hours
96-143 full months of continuous, Full-Time employment	50% payout, up to 360 hours
144-191 full months of continuous, Full-Time employment	75% payout, up to 360 hours
192+ full months of continuous, Full-Time employment	100% payout, up to 360 hours

Note: See the chapter of this Employee Manual titled "Separation from City Employment" for more information regarding Notice Period.

17.6 Personal Business Day Leave

All eligible, Full-Time employees will accrue eight (8) hours of Personal Business Day Leave upon hire, but are not able to utilize that Personal Business Day Leave until they have been continuously employed with the City for at least two (2) calendar months in a Full-Time classification. Full-Time employees will receive eight (8) hours of Personal Business Day Leave on January 1st of each calendar year.

Personal Business Day Leave may be requested for use at any time during the corresponding calendar year. Scheduling is subject to the approval of the department/division head. Unused Personal Business Day Leave may not be carried forward to the next calendar year. Current employees cannot not receive payment in lieu of time off for Personal Business Day Leave. Please note Safety Day Leave may not be carried forward to the next year.

Employees who are eligible to receive a Personal Business Day Leave on January 1st, but who are on unpaid leave, shall accrue the Personal Business Day the first day of the Payroll Period following the employee's return to Full-Time work.

17.6.1 Personal Business Day Leave Separation Payments

Should an employee have unused Personal Business Day Leave upon Separation from employment the City will provide payment for unused Personal Business Day Leave if the separating employee has provided and successfully completed an appropriate Notice Period.

Note: See the chapter of this Employee Manual titled "Separation from City Employment" for more information regarding Notice Period.

17.7 Safety Day Leave

Each year in January, Full-Time employees who have at least one (1) year of continuous, Full-Time service with the City may be eligible for additional paid leave called Safety Day Leave. The Safety Day Leave will be given, or not given, depending on whether the City's total number of lost time injury days and dollar losses for injuries is greater than or less than the prior twelve (12) month period (January 1st through December 31st of each year).

The City Manager will review the statistical information and determine if the safety performance of the organization for the previous twelve (12) month period qualifies for awarding this benefit. If awarded, the eight (8) hours of Safety Day Leave may be taken by each eligible employee as a day off at a time of his or her choosing, with supervisory approval, prior to December 31st of the year in which the leave is granted.

Employees who are eligible to receive Safety Day Leave on January 1st, but who are on unpaid leave, shall accrue the Safety Day the first day of the Payroll Period following the employee's return to Full-Time work.

In addition, at the employee's option, the employee may exchange the Safety Day Leave for eight (8) hours of additional compensation. If the employee chooses this option, they should notify his or her department/division head. Please note Safety Day Leave may not be carried forward to the next year.

17.7.a. Safety Day Leave Separation Payments

Should an employee have unused Safety Day Leave upon Separation from employment the City will provide payment for unused Safety Day Leave if the separating employee has provided and successfully completed an appropriate Notice Period.

Note: See the chapter of this Employee Manual titled "Separation from City Employment" for more information regarding Notice Period.

17.8 Wellness Day Leave

Employees who have reached the predetermined maximum accrual of Sick Leave shall be eligible for Wellness Day Leave if they maintain maximum accrual and do not use any Sick Leave for a period of six (6) consecutive, calendar months.

Wellness Day Leave consists of eight (8) hours of time off with compensation. Please note Wellness Day Leave is not eligible for any sort of payout while currently employed. Wellness Day Leave was created to allow the employee to take time off away from the workplace.

17.8.a. Wellness Day Leave Separation Payments

Should an employee have unused Wellness Day Leave upon Separation from employment the City will provide payment for all unused Wellness Day Leave.

17.9 Military Leave/Uniformed Services Employment and Reemployment Act (USERRA)

City employees who are inducted into the U.S. Armed Forces or who are National Guard or Reserve members of the U.S. Armed Forces will be granted leaves of absence for military service, training or other obligations in compliance with state and federal laws.

Employees are requested to notify their supervisors as soon as they are aware of their military obligation.

17.9.a. Benefits while on Military Leave

To continue to receive compensation from the City, these employees may use any type of accrued, paid leave (except Sick Leave) but are not required to do so, it is solely their choice. Employees will continue to accrue Vacation Leave and/or Sick Leave, up to specified maximum limits, while on military leave of absence status.

All other benefits will be handled according to Plan Document(s). The employee's Health and Dental Insurance shall continue through the last day of the month in which the employee actually worked. After this, the employee and covered dependents can continue group Health Insurance up to twenty-four (24) months at one-hundred two percent (102%) of the overall (both employer and employee) premium rate.

Note: See the chapter of this Employee Manual titled "Benefits" for more information regarding COBRA eligibility.

17.9.b. Return from Military Leave

At the conclusion of the leave, employees generally have the right to return to the same position held prior to the leave or to positions with equivalent seniority, pay and benefits. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service:

1. Employees on military leave for up to thirty (30) days are required to return to work for the first Regularly Scheduled Work Shift after the end of service, allowing reasonable travel time.
2. If the period of service was thirty-one (31) days or more, but less than one-hundred-eighty-one (181) days, the employee must contact the City to make arrangements for their return to active employment status no later than fourteen (14) days following completion of service.
3. For service in the military for over one-hundred-eighty (180) days, the employee must contact the City to make arrangements for their return to active employment status no later than ninety (90) days following completion of service.

Employees are encouraged to contact the Human Resources Division regarding these timelines.

17.10 Domestic Violence/Sexual Assault Leave

An employee is eligible for leave if they are the victim of Domestic Violence or Sexual Assault. Employees shall first use their accrued, paid leave. If an employee does not have accrued, paid leave or uses all accrued, paid leave, the employee will be granted unpaid leave not to exceed a total of eight (8) days in a calendar year.

An employee who is the victim of Domestic Violence or Sexual Assault will be provided leave for any of the following:

1. To obtain or attempt to obtain any relief to help insure the health, safety or welfare of the victim or the victim's children, including, but not limited to: a temporary restraining order, restraining order or injunctive relief;
2. To seek medical attention for injuries caused by Domestic Violence or Sexual Assault;
3. To obtain services from a Domestic Violence shelter, Domestic Violence program, or Sexual Assault crisis center as the result of Domestic Violence or Sexual Assault; and/or,
4. To appear in court proceedings as a result of Domestic Violence or Sexual Assault.

In order to qualify for leave, the employee needs to give reasonable advance notice to the Human Resources Division unless such notice is not possible. Within forty-eight (48) hours of returning from leave, the employee is asked to provide the Human Resources Division documentation that supports the need for the leave, which may include, but is not limited to, any of the following:

1. A police report verifying that the employee was the victim of Domestic Violence or Sexual Assault;
2. A court order of protection or other evidence from the court or the prosecuting attorney; or
3. Documentation from a medical professional, Domestic Violence advocate, advocate for victims of Sexual Assault, health care provider or counselor for the employee verifying that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of Domestic Violence or Sexual Assault.

Employees will not accrue Vacation Leave and/or Sick Leave while on unpaid leave for Domestic Violence or Sexual Assault, except an employee may accrue Vacation Leave and/or Sick Leave while on paid leave as set forth in those sections of this Employee Manual.

17.11 Funeral Leave

Up to twenty-four (24) hours of leave with pay (not charged to other leave time) shall be granted to regular, Full-Time employees upon request to grieve the loss of, to make arrangements for and attend funeral services of the following:

- Spouse
- Domestic Partner
- Child
- Step-Child
- Child of the domestic partner
- Parent
- Step-Parent
- Parent-in-Law
- Grandparent
- Step-Grandparent
- Grandparent-in-Law
- Grandchild
- Step-Grandchild
- Brother
- Step-Brother
- Sister
- Step-Sister
- Daughter-in-Law
- Son-in-Law
- Brother-in-Law
- Sister-in-Law
- Any relative living in the same household as the employee

Should you need more time off work due to the loss of anyone listed above you may take additional time off by utilizing any type of accrued leave including Sick Leave.

With your supervisor's approval, you may take time off to attend funerals of other relatives and friends. All types of accrued leave, except Sick Leave, may be used for this purpose.

17.12 Jury Duty Leave

It is your civic duty as a citizen to report for Jury Duty whenever called. If you are called for Jury Duty, you need to notify your supervisor immediately upon receipt of the jury summons.

The City of Arkansas City will pay you eight (8) hours of wages per day for a maximum of three (3) days of jury service. Should you be required to serve longer than three (3) days you may use accrued, paid leave (except Sick Leave) to make up for lost wages due to Jury Duty.

You must report for work if you are released from Jury Duty before the end of your Regularly Scheduled Work Shift or if you are temporarily released from Jury Duty.

17.13 Voting Leave

The City considers voting to be a civic responsibility. City employees are entitled to a period of two (2) hours off of work in which to vote as specified in this section.

If an employee is scheduled to work for the entire time that the polls are open, the employee is entitled to take two (2) continuous hours off work in order to vote. If the polls are open for a period of two (2) hours during which an employee is not scheduled to work, the employee will not receive any time off and must vote during the time he or she is not scheduled to work.

17.14 Family and Medical Leave Act (FMLA)

The City of Arkansas City complies with the Family and Medical Leave Act (FMLA) and will grant up to twelve (12) weeks of leave during a twelve (12)-month period to eligible employees (or up to twenty-six (26) weeks of military caregiver leave).

The purpose of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you have any questions, concerns or disputes with this policy, please contact the Human Resources Division.

17.14.a. Eligible Employees

To be eligible for FMLA benefits, an employee must:

1. Work for a covered employer;
2. Have worked for the covered employer for at least twelve (12) months;
3. Have worked at least one-thousand two-hundred fifty (1,250) hours during the twelve (12) month period immediately preceding the leave; and,
4. Work at a location in the United States, or in any territory or possession of the United States, where at least fifty (50) employees are employed within seventy-five (75) miles by the City of Arkansas City.

Employment periods prior to a break in service of seven (7) years or more will not be counted toward the twelve (12) months of service requirement, unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military obligation (as protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA)).

An employee who is among the highest paid ten percent (10%) of City employees within seventy-five (75) surface miles can be denied job restoration if keeping the job open for that employee would result in the City suffering substantial and grievous economic injury. However, once the employer has notified the employee that the employer intends to deny job restoration to the employee, the employee will be given the opportunity to return to work.

17.14.b. Twelve (12) Week Leave Entitlement

The City of Arkansas City shall grant an eligible employee up to a total of twelve (12) Work Weeks of unpaid leave during any twelve (12) month calendar-year period for one (1) or more of the following reasons:

1. For the birth and care of a newborn child of the employee;
2. For placement with the employee of a son or daughter for adoption or foster care;
3. To care for the employee's spouse, son, daughter or parent with a serious health condition;
4. Because of a serious health condition that renders the employee unable to perform the functions of the employee's job; and/or,
5. For a qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or called to active duty status.

17.14.c. Military Caregiver Leave (Twenty-Six (26) Week Leave Entitlement)

An eligible employee who is a spouse, son, daughter, parent or next of kin of a covered servicemember with a serious injury or illness shall be entitled to a total of twenty-six (26) Work Weeks of unpaid leave during a single twelve (12) month calendar period to care for the servicemember. The “single 12-month period” for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later.

An eligible employee is limited to a combined total of twenty-six (26) Work Weeks of leave during a single twelve (12) month period for any FMLA-qualifying reason (or combination thereof).

17.14.d. Intermittent or Reduced Schedule Leave

When medically necessary for an employee’s serious health condition, or the serious health condition of a spouse, child or parent, leave may be taken in separate blocks of time for a single qualifying reason or by way of a reduced weekly or daily work schedule. In such circumstances, the City can require the employee to temporarily transfer to an alternative position which is equivalent in pay and benefits or a Part-Time schedule that better accommodates recurring absences.

Intermittent or reduced leave may be taken only with the City’s consent for the care of a newborn child, a newly adopted child or a child recently placed for foster care. Consent is not required if an employee needs to take leave for his or her own serious health condition in connection with the birth of a child or for the newborn’s serious health condition.

When leave is needed for planned medical treatment, employees must make a reasonable effort to schedule treatment so as not to unduly disrupt the City’s operations.

17.14.e. Spouses’ Combined Leave

Spouses who are both employed by the City of Arkansas City are entitled to a joint total of 12 weeks of leave for the birth of a child, or for placement for adoption or foster care of a child or for the care of a parent with a serious health condition. Leave for birth and care, or placement for adoption or foster care, must conclude within twelve (12) months of the birth or placement. Spouses who are both employed by the City of Arkansas City also are entitled to use a combined total of twenty-six (26) weeks of leave to care for a covered servicemember with a serious injury or illness during the same single twelve (12) month period.

17.14.f. Requesting FMLA Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the department/division head or the Human Resources Division.

Requests should be made no later than thirty (30) days prior to the anticipated start date of the leave except where the need is unforeseeable, or such notice is impracticable. If the leave is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as possible.

When the need for leave is not foreseeable, the employee must provide notice to the City prior to the start of the employee’s Regularly Scheduled Work Shift, absent unusual circumstances. Failure to make a timely request for FMLA leave—in other words, to put the City on notice of the need for leave—may mean that all, or part, of the employee’s time off may not qualify as FMLA leave or such leave may be delayed.

Once leave is taken, employees shall regularly report their status to the Human Resources Division.

17.14.g. Use and Accrual of Paid and Unpaid Leave While on FMLA Leave

FMLA leave will run concurrently with the use of all available paid leave. If the employee has accrued, paid leave, the employee must use all accrued, paid leave first and then take the remainder of the FMLA leave as unpaid leave.

All accrued, paid Sick Leave must be exhausted first before entering into any other type of paid leave, or unpaid leave, while on FMLA leave.

17.14.h. Workers' Compensation and Short-Term Disability While on FMLA Leave

Leave for a Workers' Compensation injury (to the extent that it qualifies) may be designated as FMLA leave and may run concurrently with FMLA leave.

Employees who are receiving any type of short-term disability payments (such as Workers' Compensation Temporary Total Disability) for the same leave that qualifies for FMLA leave with the City shall not use accrued or earned Paid leave while on FMLA leave. In this case, the employee must notify the Human Resources Division of any short-term disability payments.

17.14.i. Medical Certifications

The City of Arkansas City will require Medical Certification, by a health care provider, to support an employee's request for leave due to the employee's own serious health condition, or to care for a seriously ill child, spouse or parent.

Certification of an employee's serious health condition must include, among other things, a statement that the employee is unable to work at all or is unable to perform at least one (1) of the essential functions of his or her position. For leave to care for a seriously ill child, spouse or parent, the certification must include, among other things, an estimate of the amount of time the employee is needed to provide care.

The City will provide employees with a certification form when certification is required. Employees must return the requested certification to the City within fifteen (15) calendar days after the City's request, absent extenuating circumstances. Employees must provide a complete and sufficient certification. Failure to submit the necessary Medical Certification(s) may mean that all, or part, of the employee's time off may not qualify as FMLA leave.

17.14.i.1. Clarification of Medical Certification

The City's health care provider or the Human Resources Division may clarify a Medical Certification of a serious health condition with the employee's health care provider. The City of Arkansas City may require a second medical opinion, and subsequent and periodic Recertifications, at its expense. If the employee's and employer's opinions conflict, the City may require the binding opinion of a third health care provider, whose identity the City and employee must approve, and which shall be paid for by the City.

17.14.i.2. Recertification

The City may request Recertification of the serious health condition of the employee or the employee's family member no more frequently than every thirty (30) days, unless circumstances have changed significantly, the employer receives information casting doubt on the reason given for the absence or the employee seeks an extension of his or her leave. Otherwise, the City may request Recertification of the serious health condition of the employee or the employee's family member every six (6) months in connection with an FMLA absence.

The City may ask for the same information when obtaining Recertification that was permitted for the original certification. The employee has the same obligations to participate and cooperate in the Recertification process as in the initial certification process, including providing a complete and sufficient certification or adequate authorization to the health care provider. If the employee fails to provide a Recertification within fifteen (15) calendar days after the City's request, absent extenuating circumstances, the employer may deny continuation of

the FMLA leave protections until the employee produces a sufficient Recertification. If the employee never produces the Recertification, it may mean that the employee's time off may not qualify as FMLA leave. The cost of the Recertification is the responsibility of the employee.

17.14.i.3. Certifications for Military Family Leave

The City will require certification to support an employee's request for military family leave arising from the employee's qualifying exigency, or to care for a covered servicemember with a covered serious illness or injury. The City will provide employees with a certification form when certification is required. Employees must return the requested certification to the City within fifteen (15) calendar days after the City's request, absent extenuating circumstances. Employees must provide a complete and sufficient certification. Failure to submit the necessary Medical Certifications may mean that all, or part, of the employee's time off may not qualify as FMLA leave.

17.14.j. Benefits during FMLA Leave

Group Health Insurance coverage will continue for employees on FMLA leave as if they were not on leave and will do so on the same conditions as coverage would have been provided if the employee had been working continuously during the entire leave period. Employees who paid part of the premiums to maintain health coverage before taking leave must, to continue coverage during leave, continue to make those payments, and the payments should be coordinated through the Human Resources Division.

Should the employee fail to return to work, or remain at work upon return for less than thirty (30) days, for reasons other than serious health conditions or retirement, or for reasons beyond the employee's control, the City may recover from the employee the costs of payments made to continue the employee's Health Insurance (the employee's contribution as well as the employer's contribution).

17.14.k. Status of Additional Benefits during FMLA Leave

If the employee elected and contributes to other benefit plans, the employer will continue making Payroll Deductions while the employee is on paid FMLA leave. While on unpaid FMLA leave, the employee may (to be determined by the benefits provider – Official Plan Document(s)) elect to continue these benefits through personal payment. If approved, the payment must be received by the City by the first (1st) day of each month for that month's corresponding coverage. If the payment is more than thirty (30) days late, the employee's additional benefits may be dropped for the duration of the leave.

An employee returning from FMLA leave may be able to reinstate his or her benefits potentially lost during his or her leave. Eligibility may be determined by the employer and the benefits providers (e.g., insurance companies) and Official Plan Document(s).

At times, the employer may elect to maintain other benefit plans, for the employee, while the employee is on unpaid leave FMLA leave by paying the employee's share of the premium payments. If the employer maintains this coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

17.14.l. Medical Certification to Return to Work

Employees returning to work following FMLA leave may be required to provide the Human Resources Division with a release from a health care provider, allowing the employee to return to duty, prior to reporting for duty. Employees who fail to provide the release to return to duty may not be permitted to resume work until that document is provided.

Employees who are absent on an intermittent or reduced leave schedule may be asked to provide a certification of fitness to return to duty for such absences up to once every thirty (30) days (or at any interval not to exceed every thirty (30) days) if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took such leave.

If, while on FMLA leave, an employee obtains physician-imposed restrictions, the employee must report this to the Human Resources Division, prior to returning to work. The employee will be required to provide a physician's

statement detailing the employee's restrictions, if any, and may be asked to provide a Fit-For-Duty Certification with regard to the particular health condition that caused the employee's need for FMLA leave.

This certification would specifically address the employee's ability to perform the essential functions of the employee's job as identified by the employer. The cost of the certification shall be borne by the employee. The City may delay restoration to employment until an employee submits a required Fit-For-Duty Certification. An employee who fails to submit the required Fit-For-Duty certification is not entitled to reinstatement under the FMLA.

17.14.m. Job Restoration Following Return from FMLA Leave

Upon return from FMLA leave, an employee shall be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits and other terms and conditions of employment. An employee's use of FMLA leave shall not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, except that any bonus, payment or benefit based on the achievement of a specified goal, such as hours worked or perfect attendance, shall be denied on the same terms and conditions that such benefits are denied to employees on other types of non-FMLA leave.

17.14.n. Complaint Procedure

Any employee who believes that he or she has witnessed or experienced any employee interfering with an employee's leave, or retaliating against an employee for inquiring about, requesting or taking FMLA leave, shall immediately report the incident to a supervisor, department head or the Human Resources Division.

17.14.o. Limitations of Policy Provisions

The City of Arkansas City is committed to complying with the FMLA laws, regulations and interpreting authority. This policy generally describes critical FMLA provisions and is not intended to provide an exhaustive explanation of the Act. To the extent that anything in this policy is inconsistent with or prohibited by the prevailing FMLA laws bearing on this policy and binding on the City, then the law shall control. Any questions regarding the meaning of this policy, an employee's eligibility or entitlement to leave or an employee's return to work should be directed to the Human Resources Division.

17.14.p. Definitions

The terms used above shall be defined below:

Child – A child shall include a newborn, a child 18 and under, a child 18 and over unable to care for themselves due to disability, foster children, wards of the state and stepchildren.

Covered Servicemember – A covered servicemember includes:

1. Current members of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list, for a serious injury or illness; and,
2. Veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness at any time during the period of five (5) years preceding the date on which the veteran undergoes that treatment.

Inpatient Care – Inpatient care shall include an overnight stay in a hospital, hospice or residential medical care facility, including any period of incapacity (e.g., inability to work, attend school or perform other regular daily activities) or subsequent treatment in connection with such inpatient care.

Qualifying Exigencies – Qualifying exigencies, for purposes of leave to care for a military member, shall include:

1. Issues arising from a covered military member's short notice of deployment (e.g., seven (7) or less days of notice) for a period of seven (7) days from the date of deployment notification;
2. Attending military events and related activities, such as official ceremonies, programs or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
3. Certain childcare and school-related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a nonroutine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility and attending certain meetings at a school or a day care facility;
4. Making or updating financial and legal arrangements to address a covered military member's absence while on active duty or call to active duty status;
5. Attending counseling, for oneself, the covered military member, or the child of the covered military member, whereby the need for which arises from the active duty or call to active duty status of the covered military member;
6. Taking up to five (5) days of leave to spend time with a covered military member on temporary, rest and recuperation leave during deployment;
7. Attending certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of the covered military member's active duty status; or,
8. Address issues arising from the death of a covered military member while on active duty.

Parent – A parent means a biological, adoptive, step or foster mother or father, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter. This term does not include parents “in law.”

Serious Health Condition – A serious health condition means an illness, injury or impairment, or physical or mental condition that involves either:

1. Inpatient care; or,
2. Continuing treatment by a health care provider which includes one (1) of the following:
 - a. A period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:
 - i. Treatment two (2) or more times by, or under the supervision of, a health care provider (e.g., in-person visits, the first within seven (7) days and both within thirty (30) days) of the first day of incapacity); or,
 - b. One (1) treatment by a health care provider (e.g., an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or,
 - c. Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence.
3. Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may

involve occasional episodes of incapacity. A visit to the health care provider is not necessary for each absence;

4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; and/or,
5. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.

Serious Injury or Illness of a Servicemember – For purposes of military caregiver leave, a serious injury or illness of a servicemember is an injury or illness which originally occurred, or which already existed but was aggravated, in the line of duty while on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating. It also includes an injury or illness which manifested itself either before or after the servicemember became a veteran.

17.15 Administrative Leave

Administrative Leave is a leave of absence from the employee's assigned worksite with pay and benefits intact. Employees may be placed on Administrative Leave primarily for investigations or/and internal reviews to be conducted. An employee may be placed on Administrative Leave when an allegation of misconduct is made against them. During the leave, the City may investigate the situation before determining an appropriate course of action.

Administrative Leave does not, in itself, imply that an employee will be disciplined or that an allegation is credible, which is why pay, and benefits are not discontinued. Administrative Leave simply allows the City to investigate the incident and maintain the employee's status while at the same time removing them from the workplace, eventually leading to either their return or dismissal.

Police officers are routinely placed on Administrative Leave after a shooting incident while an investigation is conducted, without implying fault on the part of the officer.

Whistleblowers may also be placed on Administrative Leave as a way to protect them from potential Harassment.

17.16 Use of Unpaid Leave

Occasionally, for medical, personal or other reasons, you may need to be temporarily released from the duties of your job with the City. It is the policy of the City of Arkansas City to allow eligible employees to apply for and be considered for certain specific leaves of absence.

Time off for any reason during a Regularly Scheduled Work Shift will require use of accrued leave. Once you have used all accrued leave any additional time off will be without pay.

All requests for leaves of absence need to be submitted in writing to your supervisor. Each request shall provide sufficient detail such as the reason for the leave, the expected duration of the leave and the relationship of family members, if applicable.

17.16.a. Personal Leave of Absence without Pay

A Personal Leave of Absence without Pay may be granted in certain situations to employees who are not eligible for, or have exhausted all forms of available, paid leave. Personal Leave of Absence without Pay status is generally intended for the following situations:

1. Unplanned, extended situations not covered by other leave policies such as, but not limited to, medical leave and extended Funeral Leave; and/or,

2. Exhaustion of FMLA Leave entitlement and/or Workers' Compensation Temporary Total Disability without the ability to return to work immediately; and/or,
3. Any justifiable reason at the City's discretion provided the leave does not seriously disrupt the City's operations.

Employees, except those on Workers' Compensation Temporary Total Disability (TTD), will not be granted leave without pay status unless all of their accrued, paid leave has been exhausted.

Those employees on Workers' Compensation Temporary Total Disability (TTD) who have exhausted their FMLA leave or do not qualify for FMLA leave may be placed on Personal Leave of Absence without Pay although they may receive TTD and may still have accrued leave time available.

Personal Leave of Absence without Pay may be allowed, at the sole discretion of the City Manager, for no more than six (6) months.

This policy shall in no way subrogate or hinder the employee's eligibility for leave covered under the Family and Medical Leave Act or a reasonable accommodation according to the Americans with Disabilities Act or the Americans with Disabilities Amendments Act.

17.16.a.1. Benefits

Health, life or any other insurance shall be discontinued while on Personal Leave of Absence without Pay; unless, approved under the guidance of insurance policy restrictions. The employee pays the entire portion of any premium for health, dental, life or other group insurance policy. Employees may be eligible for COBRA continuation in this situation.

Any benefits under the KPERS and KP&F plans will be subject to the rules set forth by the public employees' retirement system.

No paid leave shall accrue, nor will other leaves of absence be available to an employee, while on Personal Leave of Absence without Pay.

17.16.a.2 Return to Work

The City cannot guarantee reinstatement to employees desiring to return from Personal Leave of Absence without Pay (unless such reinstatement is required by the USERRA or another federal or state law).

Employees returning to work following Leave of Absence without Pay are required to provide the Human Resources Division with any physician-imposed restrictions prior to returning to work and may be asked to complete applicable forms.

17.16.a.3. Inability to Return to Work

If the employee does not return to work from an Unpaid Leave of Absence by the specified return date, the City will assume the employee to have resigned and Separation processes shall be completed.

17.16.b. Exhausting Leave of Absence without Pay

Once an employee has exhausted all accrued leave and Personal Leave of Absence without Pay without eligibility for any other type of leave, the employee will be deemed to have exhausted all available leave options and the City shall separate the employee's employment.

If the employee leaves employment in good standing the employee may be considered for employment by application at any time in the future.

Chapter 18 - Illness, Injury and Fitness for Duty

It is very important that each employee maintains that level of physical or mental fitness required for performing his or her job. We understand that illness and/or injury may happen on or off duty and want to encourage you to always immediately report work related illnesses/injuries to your supervisor and/or department/division head; and, also understand that it is important to notify your supervisor and/or department/division head in cases of off duty illnesses or injury that may affect your ability to perform the functions of your job safely (for yourself and others).

18.1 Off Duty Illness or Injury

If an employee becomes ill or is injured off the job and obtains physician-imposed restrictions and/or medications which impair the employee's ability to perform the job safely the employee should report this to the department/division head prior to returning to work.

The employee shall be required to provide a physician's statement detailing the employee's restrictions, if any, and may be asked to complete applicable forms. Together, the department/division head and the Human Resources Division will determine if the employee shall be allowed to return to work.

If reasonable, meaningful work which will not require the employee to violate his or her restrictions can be found, the employee may be allowed to return to a modified duty. In such cases, the employee and the department/division head will confirm the duties or responsibilities of the modified duty assignment and fully comply with the stipulations of the physician's conditional release to return to work instructions.

If it is determined that no reasonable or meaningful work can be found, that will not require the employee to violate his or her restrictions, the employee will not be allowed to return to duty until such time reasonable, meaningful work that will not require the employee to violate his or her restrictions can be found, or until the employee provides the City with a release to return to regular duty.

If a modified duty assignment expires before the employee can return to his or her regular job, and it is determined that the employee is unable to safely perform the essential functions of his or her regular job, and no reasonable accommodation(s) exist that would allow the employee to do so, the employee may be administratively transferred to a position which would allow them to perform the essential functions of said position, with or without reasonable accommodation(s).

If this option is not available, the employee should consult the Human Resources Division for guidance on leave options.

If, after the employee has exhausted all available leave (paid and/or unpaid leave) and the employee still cannot return to his or her regular job, and no reasonable accommodation(s) exist that would allow the employee to do so, termination of employment may ensue.

If the physician releases the employee to return to full duty at any time during a modified duty assignment, it is the employee's responsibility to inform the department/division head immediately.

18.2 Fit-for-Duty Exams

At times of illness or injury, whether currently working or just returning to work following an illness or injury, it may be necessary for the employer to assess whether the employee can return and perform the functions of the position safely.

A Fit-for-Duty Exam assists the employer in determining if the employee is physically and/or psychologically able to safely perform their job. Fit-for-duty exams can be performed for employees who are currently working or employees who are returning to work after illness or injury.

Any employee may be required to submit to a Fit-for-Duty Exam, possibly including a Physical Capacity Profile (PCP) test, in a variety of situations. The cost of such examination may be paid by the City.

Employees may be required to undergo a Fit-for-Duty Exam under the following conditions:

1. When actual problems exist or are reported regarding the employee's performance of any essential function of the position;
2. When there exist legitimate concerns about whether the individual, or his or her performance, poses a direct threat to the safety and health of themselves or others;
3. To determine the necessity for or existence of a reasonable accommodation; and/or,
4. When medical evaluation, screening and monitoring is required by federal, state or local law.

Elements of a Fit-For-Duty Assessment may include any of the following:

1. Any assessment, testing (including a Physical Capacity Profile (PCP) test) or exam that provides information on the employee's ability to perform the essential functions of the position; and/or,
2. A medical examination performed by an authorized physician chosen and agreed upon by the employee and the employer.

This policy shall in no way disregard or negate the rights of any employee with a disability covered under the Americans with Disabilities Act (ADA) or the Americans with Disabilities Act Amendments Act (ADAAA).

Chapter 19 - Drug and Alcohol-Free Workplace

The City of Arkansas City is a Drug-Free-Workplace. The City will uphold a good faith effort to maintain a Drug-Free-Workplace by:

Publishing and providing this policy to all employees, informing them that the unlawful manufacture, distribution, dispensation, possession and/or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees who violate this policy;

Establishing a drug awareness program to make employees aware of:

- The dangers of drug abuse in the workplace;
- The City's policy of maintaining a Drug-Free-Workplace;
- Available drug counseling, rehabilitation and employee assistance programs (EAP); and,
- The penalties that may be imposed upon employees for drug abuse violations.

Notifying employees of the following:

- Employees must abide by the terms of the policy statement;
- Employees must notify the employer, within five (5) calendar days, if they are convicted of a criminal drug violation;
- The drug testing requirements involved in Department of Transportation (DOT) regulated positions;
- Applicable City policies regarding drug testing;
- The employer will impose a penalty on or requiring satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is convicted of a reportable workplace drug violation.
- As a condition of employment, employees are required to abide by the terms of this policy. (This substance abuse policy primarily governs actions in the areas of alcohol and drugs.)
- Violations of the City's Drug-Free-Workplace policy will likely result in immediate discipline, up to and including termination.

19.1 Drug and Alcohol Policy Definitions

For purposes of the City's Drug and Alcohol-Free Workplace policy, the following terms are defined:

Illegal Drugs - Illegal Drugs are drugs or controlled substances that are:

1. Not legally obtainable; or,
2. Illegally obtainable, but not obtained or used in a lawful or prescribed manner.

The term "Illegal Drugs" also includes mind-altering and/or addictive substances that are not sold as drugs or medicines but are used for a mind-altering or behavior-altering effect (e.g., glue, peyote).

Legal Drugs - Legal Drugs are those prescribed or over-the-counter drugs that are legally obtained by the employee and used for the purpose for which they were prescribed and sold.

City Property - The term "City Property" includes work sites; parking lots; vehicles; offices owned, rented, utilized or serviced by the City; employee-owned or employee-rented vehicles on the property of the City or of any customer of the City while on City business; and locations where the employee represents the City in any capacity.

On Duty - The term "On Duty" includes all working hours, as well as meal periods and break periods, regardless of whether on premises, and all hours when the employee represents the City in any capacity.

EAP - Employee Assistance Program.

19.2 Drug Use Prohibitions

The use, sale, purchase, possession, manufacture, distribution or dispensing of Illegal Drugs on City property or while on duty is against City policy. It also is against City policy for any employee to report to work or to work with the presence of Illegal Drugs in the employee's body. The consumption, possession or the state of being under the influence of Illegal Drugs on City property or while on duty is also a violation of City policy. All of the above actions are strictly prohibited by the employer.

The use of Legal Drugs also can affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any Legal Drug that might impair safety, performance or any motor function must advise his or her supervisor before reporting to work under the influence of such medication. Improper use of Legal Drugs also is strictly prohibited.

In Call-Out situations, employees should not report for duty if their performance could/would be impaired by the use of Illegal and/or Legal Drugs and should so indicate to the supervisor requesting that the employee return to duty. If an employee returns for Call-Out and, in the opinion of the supervisor, his or her performance and the safety of others is impaired by the use of Illegal and/or Legal Drugs, the supervisor shall have the employee discontinue duties and tested for the presence of drugs (Illegal and/or Legal) in his or her system. A supervisor or his or her designee shall escort the employee to the testing facility and then home. Employees shall not be allowed to drive themselves to the testing facility or home from the workplace.

In addition, refusal to submit to, efforts to tamper with or failure to pass a drug test will result in disciplinary action, up to and including termination.

19.3 Alcohol Use Prohibitions

The consumption, possession or the state of being under the influence of alcohol on City property or while on duty is a violation of City policy. These actions are strictly prohibited by the employer.

In Call-Out situations, employees should not report for duty if their performance could/would be impaired by the use of alcohol and should so indicate to the supervisor requesting that the employee return to duty. If an employee returns for Call-Out and, in the opinion of the supervisor, his or her performance and the safety of others is impaired by the use of alcohol, the supervisor shall have the employee discontinue duties and tested for the presence of alcohol in his or her system. A supervisor or his or her designee shall escort the employee to the testing facility and then home. Employees shall not be allowed to drive themselves to the testing facility or home from the workplace.

An alcohol test result of .02 or higher will be considered positive. For Department of Transportation (DOT) regulated positions, a .04 or above requires referral to a Substance Abuse Professional (SAP). Employees should refer to the City's FMCSA/DOT Drug and Alcohol Testing Policy/Program if they must possess a Commercial Driver's License (CDL) to perform the functions of their job with the City.

In addition, refusal to submit to, efforts to tamper with or failure to pass an alcohol test will result in disciplinary action, up to and including termination.

19.4 Post-Accident Drug and Alcohol Testing

The following events may trigger post-accident drug and alcohol testing:

1. Any type of accident;
2. A fatality;
3. An automobile accident;
4. An injury to any employee that requires medical treatment;
5. A serious injury to any other individual when a City employee is involved; and/or,
6. Damage in excess of five-hundred dollars (\$500.00) to vehicles and/or other property.

19.5 Reasonable Suspicion Drug and Alcohol Testing

Employees of the City may be required to submit to testing for being under the influence of drugs or alcohol when their behavior and/or job performance indicates their ability to perform the duties of their position is being impaired by the use of a controlled substance, Illegal or Legal Drug(s), or where information is provided by a reputable source that indicates abuse of drugs and/or alcohol. In these cases, the employee may be required to undergo immediate testing for drugs and/or alcohol in his or her system.

19.6 Drug Testing for Safety Sensitive Positions

The City may conduct pre-employment testing on designated Safety Sensitive positions at the time of hire, Transfer or Promotion, as well as random testing of designated Safety Sensitive positions.

Random testing of Safety Sensitive employees will be conducted in a manner consistent with the requirements of state and federal law, where applicable. Safety Sensitive positions include, but are not limited to truck drivers, police officers, firefighters and employees in charge of potentially dangerous equipment.

19.7 Drug and Alcohol Testing for Employees Holding a Commercial Driver's License (CDL)

Employees holding a Commercial Driver's License (CDL), who utilize the license in the performance of their job, must comply with random drug and alcohol testing as required by federal law.

19.8 Return to Duty Drug and Alcohol Testing

Any employee who violates this policy and is not terminated must meet all of the following conditions before returning to work:

1. Be referred to the City's Employee Assistance Program (EAP) and have been evaluated by a Substance Abuse Professional (SAP);
2. Complete the recommended evaluation/rehabilitation program successfully; and,
3. Receive a verified negative test result on a Return to Duty test.

19.9 Drug and/or Alcohol Testing Results

Results of an applicant's or employee's test for the use of Illegal Drugs or alcohol shall be submitted to the Human Resources Division.

19.10 Arrest or Conviction for Drug-Related Crime

If an employee is arrested or convicted of a drug-related crime, the City may investigate the circumstances and City officials may require a drug test.

As a condition of employment, an employee shall notify his or her department/division head of any criminal drug statute conviction or for any plea of guilty, no contest or suspended imposition of sentence that has been entered on a criminal drug statute charge. The employee must give notice in writing to the City within five (5) days of such conviction, plea or imposition.

19.11 Arrest or Conviction for Alcohol-Related Crime

If an employee is arrested or convicted of an alcohol-related crime, the City may investigate the circumstances and City officials may require an alcohol test.

As a condition of employment, an employee shall notify his or her department/division head of any criminal alcohol statute conviction or for any plea of guilty, no contest or suspended imposition of sentence that has been entered on a criminal alcohol statute charge. The employee must give notice in writing to the City within five (5) days of such conviction, plea or imposition.

19.12 Duty to Report

Every employee has a duty to report known or suspected violations of the City's drug and alcohol policies. Known or suspected violations should be reported to the supervisor, department/division head or the Human Resources Division.

19.13 Disciplinary Action

Any violation of the City's Drug and Alcohol-Free Workplace policy, including a verified positive drug or confirmed alcohol test, will result in disciplinary action up, to and including termination.

19.14 Voluntary Assistance

Employees who think they have a problem with drug and/or alcohol abuse may voluntarily request assistance from the City by contacting the Human Resources Division. The City will attempt to assist the employee by referral to an Employee Assistance Program (EAP).

The expense of treatment will be paid by the employee's insurance or the employee. Conscientious efforts to seek such help will not jeopardize the employee's job and will not, if requested by the employee, be noted in the employee's personnel file. However, the employee's continued employment with the City will depend upon successful rehabilitation from drug and/or alcohol abuse and continued satisfactory performance on the job.

19.15 Cannabidiol (CBD)

Cannabidiol (CBD) is a chemical in the Cannabis sativa plant, also known as marijuana or hemp. Recently, CBD products have come to our attention as an employer. These over-the-counter products are often used to relieve pain and alleviate stress and anxiety. The products come in a variety of forms and can be ingested, smoked or used topically. CBD products are derivatives of the cannabis plant.

Although CBD products do not produce a high, such as other forms of cannabis, the chemical THC (Tetrahydrocannabinol) is still found in CBD products. Drug testing methods cannot differentiate between the THC in CBD products and other cannabis products. The presence of THC in the CBD products will most likely cause a positive drug test result.

It's critical for you to be aware that should you test positive for THC you will be in violation of the City's Drug and Alcohol Free Workplace policy regardless of the source; so, it is very important to be aware of what you ingest, smoke or apply topically.

We value all employees and want to make sure you understand the potential consequences of the use of any type of drug(s) including CBD products.

Chapter 20 - Motor Vehicle Operation

20.1 City Owned Vehicles

City Owned Vehicles are to be used for official City business only. The driver of a City vehicle is responsible for the vehicle while it is in his or her charge and must not permit unauthorized persons to drive the City Owned Vehicle. Employees who operate any vehicle or equipment on City business must have a valid, current driver's license of the type required by state statute for the operation of such vehicle or equipment. In addition, employees operating any vehicle on City business must be covered by the City's vehicle insurance policy (not be excluded due to his or her driving record).

Drivers of City vehicles are to report all infractions or violations while driving a City vehicle to their supervisor and department/division head immediately.

The driver is responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

20.2 Use of Private Vehicles

Use of private vehicles for City business must be authorized by the appropriate department/division head. The City will reimburse for the use of a private vehicle on City business, outside the city limits, at the most current rate established by Internal Revenue Service (IRS) for business mileage reimbursement.

20.3 Driver's License and Driving Record

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license and acceptable driving record. It is the employee's responsibility to provide a copy of his or her current driver's license to the employer. The City may run a motor vehicle record check to determine an employee's driving record at any time.

20.3.a. Failure to Maintain a Valid Driver's License

An employee whose Job Description requires the possession and maintenance of a valid, driver's license and/or any required special driving certification in order to perform the essential functions of the job, and who subsequently has his or her license revoked, rescinded, suspended or the renewal denied, may be terminated from employment for failure to maintain the necessary qualification(s) required for the position.

20.4 Moving Violations, Accidents and Hazardous Drivers

Any changes in an employee's driving record, including but not limited to, driving infractions must be reported to the supervisor and department/division head immediately.

The City Manager shall have the authority to remove driving privileges from employees who have a poor driving history, hazardous pattern of motor vehicle violations or accidents or disregard for motor vehicle laws.

20.5 Fitness to Drive

The City reserves the right to require any employee who operates a vehicle on City business to be examined by a qualified physician, selected and paid for by the City, if there is reason to be concerned that the employee's health may be impairing his or her ability to safely operate a vehicle.

Any employee who is taking prescription medications that may impair his or her ability to safely operate a motor vehicle must report this to their department/division head. The department/division head may ask for a doctor's note to determine fitness to operate a motor vehicle.

No person shall operate a motor vehicle while under the influence of alcohol or any other substance that can impair judgment.

20.6 Seatbelt Use

Drivers and passengers of City Owned Vehicles, or personal vehicles being used for work purposes are required to have seatbelts on and fastened whenever the vehicle is in motion.

20.7 Motor Vehicle Accidents

If an employee is involved in an accident that results in personal injury or property damage while operating a City-owned vehicle or a privately owned vehicle on City business, the following steps should be taken:

1. Call 911 in the case of injuries;
2. Notify the Arkansas City Police Department immediately (all public and private property accidents);
3. Ask that all parties, property and concerned persons remain at the scene of the accident until police officers investigate;
4. Report the accident, no matter how small, to the supervisor and department/division head immediately; and,
5. Do not discuss the accident with anyone at the scene of the accident except the investigating officer.
6. Involvement in a motor vehicle accident may trigger drug and/or alcohol testing.

20.8 Commercial Driver's License (CDL)

20.8.a. CDL Required for Operation of Certain Heavy Equipment

According to federal and state law, some equipment requires an operating license other than a Class "C" Driver's License. If an employee is hired without the appropriate licensing for the position, he or she must obtain the appropriate licensing as soon as possible following his or her date of hire or as soon as the department/division head is able to accommodate the appropriate testing. Failure to obtain and maintain necessary licensing may lead to disciplinary action, up to and including termination of employment.

City employees required to have a Commercial Driver's License (CDL) must report all convictions for violations of motor vehicle traffic laws and ordinances, other than parking violations, to the department/division head immediately.

20.8.b. Cost of CDL Licensing

When attempting the two (2) required CDL licensing tests ((1) written and (2) walk-around/driving) the City will reimburse the employee for the cost of (1) the first attempt (pass or fail) and (2) the final successful attempt at testing. All employees whose Job Description requires a Commercial Driver's License will be reimbursed for their renewed driver's license as long as CDL licensing is a requirement of their current position.

20.8.c. Department of Transportation (DOT) and Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol Testing Program

The Department of Transportation (DOT) and the Federal Motor Carriers Safety Administration (FMCSA) require the City to establish a drug and alcohol testing program designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles.

All City employees who are required to perform their duties for the City through the use of Commercial Driver's Licenses (CDL) are required to submit to random testing for the use of drugs and/or alcohol while on duty. In addition, the driver of any piece of equipment requiring a CDL that is involved in any accident may be tested for drugs and/or alcohol.

An in-depth DOT/FMCSA Drug and Alcohol Testing Policy for CDL holders, separate from this policy, will be provided to all City employees who are required to perform their duties for the City through the use of a Commercial Driver's License (CDL).

Please note that these particular employees are subject to the DOT/FMCSA Drug and Alcohol Testing Policy in addition to the City's Drug and Alcohol-Free Workplace policy.

Chapter 21 - Workplace Violence

Acts or threats of physical violence—including intimidation, harassment, coercion or any other conduct involving threatening or violent behavior—that involve or affect the City, or which occur on any City premises, will not be tolerated.

Acts, threats or any conduct involving violence include conduct that is sufficiently severe, offensive or intimidating to alter the employment conditions at the City or to create a hostile, abusive or intimidating work environment for one (1) or more employee(s).

The City prohibits threats and acts of violence against all persons involved in the City's operation, including, but not limited to, employees, contractors, temporary workers, customers/citizens and anyone else on any/all City property.

21.1 Concerns of Violence

All concerns of workplace violence must be reported immediately to a supervisor and department/division head unless the alleged violator involves anyone superior in the employee's Chain of Command. In such cases, the employee may report their concerns to the Human Resources Division or the City Manager.

21.2 Incidents of Violence

All incidents of workplace violence that present a potential threat to citizens, customers or employees must be reported immediately to a law enforcement agency by calling 911 and reporting to a supervisor and the department/division head unless the alleged violator involves anyone superior in the employee's Chain of Command. In such cases, the employee may report it to the Human Resources Division or the City Manager.

21.3 Weapons in the Workplace

21.3.a. Concealed Carry Handguns

Employees of the City of Arkansas City have a right to carry a concealed handgun. Except for Police Officers and Fire Investigators, the carrying of a concealed handgun is not within the course and scope of the employee's employment with the City.

Employees that carry a concealed handgun are subject to the following:

1. Any injury while working that is caused by the employee choosing to carry a concealed handgun will not be considered for Workers' Compensation coverage and/or benefits;
2. Any liability associated with the employee's decision to conceal carry will not be defended by the City and will be of a personal nature—except for Police Officers and Fire Investigators—the carrying of a concealed handgun is not part of the employee's duties;
3. Employees are prohibited from leaving a handgun in plain view or unattended; instead, the employee shall have control of the concealed handgun at all times;
4. Employees should abide by all laws related to conceal carry, such as not entering any building, private or public, prohibiting conceal carry;
5. Firearms may not be stored in a City-owned vehicle; and,
6. The election of an employee to conceal carry may not interfere with the employee's ability to perform any duties and may not obstruct any required safety equipment.

21.3.b. All Other Weapons

Weapons (excluding concealed carry handguns) include any device that is designed to or traditionally used to inflict harm or any device that could be reasonably construed as a weapon. This includes, but is not limited to, open carry firearms, bludgeons, slingshots, explosives, knives in excess of four (4) inches long and any chemical whose purpose is to cause harm to another person.

Employees, except Police Officers (who may use/possess OC spray, Tasers and knives), may not at any time, while performing any job duties or while representing the City of Arkansas City, possess or use any weapons—excluding concealed carry handguns—except as specifically authorized by the City Manager.

Employees who violate this policy will be subject to disciplinary action up to and including termination.

Chapter 22 - Safety

22.1 Safety Culture

The City takes the health and safety of its employees very seriously. It is the goal of the City to provide a safe workplace, safe equipment, adequate training and to establish and insist upon safe methods and work practices at all times.

All employees are expected to follow all safety rules and perform their duties in a safe and responsible manner. Employees should exercise good judgment and take appropriate precautions in the performance of their work. Employees are responsible for complying with prescribed safety directives.

22.2 Reporting Safety Issues

It is the responsibility of each employee to accept and follow established safety regulations and procedures. Please follow all of these rules:

1. Report all safety concerns to a supervisor immediately;
2. Report anything that needs repairing or replacing to a supervisor immediately;
3. If you are ever in doubt about how to safely perform a job, or feel a task may be dangerous; please contact a supervisor before attempting to perform any aspects of the job or task; and,
4. Immediately report all accidents and/or injuries to a supervisor.

22.3 Reporting Injuries

Immediately report all injuries, no matter how slight, to a supervisor.

22.4 Safety Suggestions

We strongly encourage employee participation and input on health and safety matters. You may report potential hazards and make suggestions about safety without fear of retaliation. We appreciate, encourage and expect this type of involvement.

22.5 Fire Prevention

Know the location of the fire extinguisher(s) in your area and make sure they are kept clear at all times. Notify your supervisor if an extinguisher is used or if the seal is broken. Keep in mind that extinguishers that are rated ABC can be used for paper, wood or electrical fires. Make sure all flammable liquids, such as alcohol, are stored in approved and appropriately labeled safety cans and are not exposed to any potential ignition source.

22.5.a. Fire Extinguishers

Know where fire extinguishers are and how to use them.

22.5.b. In Case of Fire

If you are aware of a fire, you should:
Dial 911 or the local Fire/EMS Department;

1. Evacuate all employees from the area;
2. If possible, immediately contact your supervisor;
3. If the fire is small and contained, locate the nearest fire extinguisher. (This should only be attempted by employees who are knowledgeable in the correct use of fire extinguishers.); and,
4. If the fire is out of control, leave the area immediately. No attempt should be made to fight the fire.

22.5.c. Emergency Evacuation

When the Fire/EMS Department arrives direct the crew to the fire. Do not re-enter the building until directed to do so by the Fire/EMS Department.

If you are advised to evacuate the building, you should:

1. Stop all work immediately;
2. Contact outside emergency response agencies, if needed;
3. Shut off all electrical equipment and machines, if possible;
4. Walk to the nearest exit including emergency exit doors;
5. Exit quickly but do not run. Do not stop for personal belongings;
6. Proceed, in an orderly fashion, to a parking lot near the building; and,
7. Be present and accounted for during roll call.

22.6 Security

Maintaining the security City buildings is every employee's responsibility. Develop habits that ensure security as a matter of course.

For example:

Always keep cash properly secured. If you are aware that cash is insecurely stored immediately inform the person responsible;

Know the location of all alarms and fire extinguishers and familiarize yourself with the proper procedure for using them should the need arise; and,

When you leave City premises make sure all entrances are properly locked and secured.

Chapter 23 - Standards of Conduct

23.1 Overall Standards of Conduct

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively and harmoniously. By accepting employment with us, you have a responsibility to the City of Arkansas City, and to your fellow employees, to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, our organization will be a better place to work for everyone.

23.2 Unacceptable Activities

Generally speaking, we expect each person to act in a mature and responsible way at all times. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed below, please see your supervisor for an explanation.

Note that the following list of Unacceptable Activities does not include all types of conduct that can result in disciplinary action, up to and including termination.

Nothing in this list alters the At-Will nature of your employment; either you or the City of Arkansas City may terminate the employment relationship with or without reason, and in the absence of any violation of these rules:

1. Violation of any City rule; any action that is detrimental to the City of Arkansas City's efforts to operate effectively.
2. Violation of security or safety rules or failure to observe safety rules or the City of Arkansas City's safety practices.
3. Negligence or any careless action which endangers the life or safety of another person.
4. Being intoxicated or under the influence of a controlled substance while at work; use, possession or sale of a controlled substance in any quantity while on or off City premises while at work, except medications prescribed by a physician which do not impair work performance.
5. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on or off City property while on duty.
6. Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on or off City premises while on duty or when representing the City of Arkansas City; fighting or provoking a fight on or off City property while on duty or negligent damage of property.
7. Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work; refusal to help out on a special assignment.
8. Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.

9. Engaging in any act of sabotage; negligently causing the destruction or damage of City property, or the property of fellow employees, customers, suppliers or visitors in any manner.
10. Theft or unauthorized possession of City property or the property of fellow employees; unauthorized possession or removal of any City property, including documents, from the premises without prior permission from management; unauthorized use of City equipment or property for personal reasons; using City equipment for profit.
11. Dishonesty; falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by the City; alteration of City records or other City documents.
12. Giving confidential or proprietary City or customer/citizen information to others; breach of confidentiality of personnel information.
13. Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
14. Immoral conduct or indecency on or off City property.
15. Conducting a lottery or gambling on or off City premises while on duty.
16. Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your supervisor.
17. Any act of Harassment, sexual, racial or any other; telling sexist or racist jokes; making racial or ethnic slurs.
18. Leaving work before the end of a Regularly Scheduled Work Shift or not being ready to work at the start of a
19. Regularly Scheduled Work Shift without approval of your supervisor; stopping work before time specified for such purposes.
20. Sleeping or loitering during working hours.
21. Excessive use of City telephone for personal calls.
22. Smoking in restricted areas or at non-designated times.
23. Creating or contributing to unsanitary conditions.
24. Posting, removing or altering notices on any bulletin board on City property without the permission of the City Manager.
25. Failure to report an absence or late arrival; excessive absence or lateness.
26. Obscene or abusive language toward any supervisor, employee or customer/citizen; indifference or rudeness towards a customer/citizen or fellow employee; any disorderly/antagonistic conduct on or off City premises.
27. Failure to immediately report damage to, or an accident involving, City equipment.

28. Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours or at a time or place that interferes with the work of another employee on City premises.
29. Failure to use your timesheet; alteration of your own timesheet or records or attendance documents; punching or altering another employee's timesheet or records or causing someone to alter your timesheet.

23.3 Corrective Action Tools

The City's Corrective Action Tools policy and procedures are designed to provide clear corrective action guidelines to improve and prevent a recurrence of undesirable employee behavior and performance issues.

Outlined below are the steps of the City's Corrective Action policy and procedures.

The City of Arkansas City reserves the right to combine or skip particular Corrective Action Tools depending on the facts of each situation and the nature of the issue. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training; the employee's work record; and the impact the conduct and performance issues have on the organization.

Verbal Warning: A Verbal Warning is a Corrective Action Tool designed to provide an opportunity for an employee to be made aware of undesirable incidents, poor performance, conduct and/or attendance issue(s) and requires him or her to make the necessary improvement(s).

Written Warning: A Written Warning is a Corrective Action Tool that is designed to bring serious focus on undesirable incidents, poor performance, conduct and/or attendance as well as any prior relevant corrective action(s) taken.

Performance Improvement Plan: A Performance Improvement Plan is a written notification to an employee that he or she is required to fulfill a set of conditions, or improve performance, conduct and/or attendance or any other aspect of their behavior within a specified length of time.

Suspension with Pay: Suspension with Pay is the removal of an employee from service with pay for a specified length of time. This Corrective Action Tool may be used while conducting an investigation of policy violation or other serious matter in addition to other situations.

Suspension without Pay: Suspension without Pay is the removal of an employee from service without pay for a specified length of time. This Corrective Action Tool may be used for serious problems with an employee's performance, conduct and/or attendance.

Salary Reduction: A Salary Reduction is the lowering of an employee's rate of compensation due to performance problems and/or policy violations among other issues.

Demotion: A Demotion is the placement of an employee into a position of a lower pay range due to performance problems and/or policy violations among other issues.

Termination: Termination is the removal of an employee from the City's employment.

Please note: The employer shall not be required to start at any particular point in the above listed Corrective Action Tools listing. The frequency, nature and severity of the situation shall determine if a more severe step of discipline, including termination, is appropriate.

Chapter 24 - Technology

24.1 Computers, Electronic Mail or Voicemail Usage

The City of Arkansas City makes every effort to provide the best available technology to employees performing services for the City of Arkansas City. In this regard, the City has installed, at substantial expense, equipment such as computers, electronic mail and voicemail. This policy is to advise those who use City business equipment on the subject of access to, and disclosure of, computer-stored information, voicemail messages and electronic mail messages created, sent or received by City employees with use of City equipment.

City property, including computers, electronic mail and voicemail should only be used for conducting City business. Incidental and occasional personal use of City computers and our voicemail and electronic mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business-related information and messages.

Personal use of city electronic property is at the discretion of the department/division head. The department/division head will determine what types of use will be acceptable in the particular department/division. Please ask your department/division head before downloading any programs, entering chat rooms or participating in online gaming. Note this list is not all-inclusive as technology continually evolves. Please check with your department/division head if you have any questions or concerns.

The use of the electronic mail system may not be used to solicit for commercial ventures, religious or political causes, outside organizations or other non-job-related solicitations. Furthermore, the electronic mail system is not to be used to create any offensive or disruptive messages. Among those which are considered offensive, are any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comments that offensively address someone's race, religion, color, sex, disability, national origin, ancestry, pregnancy, age (40+), military status, veteran status, genetic information or any other characteristic(s) protected by applicable federal, state or local laws.

In addition, the electronic mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information or similar materials without prior authorization. Although the City of Arkansas City provides certain codes to restrict access to computers, voicemail and electronic mail to protect these systems against external parties or entities obtaining unauthorized access, employees should understand that these systems are intended for business use, and all computer information, voicemail and electronic mail messages are to be considered City records.

24.1.1. Employer's Right to Inspect Electronic Information/Communications

The City of Arkansas City also needs to be able to respond to proper requests resulting from legal proceedings that call for electronically stored evidence. Therefore, the City of Arkansas City must, and does, maintain the right and the ability to enter into any of these systems and to inspect and review any and all data recorded in those systems. Because the City reserves the right to obtain access to all voicemail and electronic mail messages left on or transmitted over these systems, employees should not assume that such messages are private and confidential or that the City's designated representatives will not have a need to access and review this information.

Individuals using City business equipment should also have no expectation that any information stored on their computer - whether the information is contained on a computer hard drive, computer disks or in any other manner - will be private.

The City has the right to regularly monitor voicemail or electronic mail messages. The City will inspect the contents of computers, voicemail or electronic mail in the course of an investigation triggered by indications of unacceptable behavior or as necessary to locate needed information that is not more readily available by some other means.

Given the City's right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient.

Chapter 25 - Social Media

25.1 Official City Social Media

City of Arkansas City departments may use Social Media tools such as Facebook, Twitter and YouTube to reach a broader audience. While the City's website (www.arkansascityks.gov) is the City's primary Internet presence, the City recognizes that, when used appropriately, Social Media may be useful in furthering the goals of the City and the missions of City departments.

All official City presences on Social Media websites or services are considered extensions of the City's information networks and are governed by the directives set forth in this and related policies and procedures and in other City policies regulating employee conduct.

25.1.a. Definitions

City Social Media Sites – Those pages, sections or posting locations on Social Media websites established or maintained by an employee of the City authorized to do so as part of the employee's job and that are used to communicate with the public on City business.

Social Media – Internet based technology communications tools with a focus on immediacy, interactivity, user participation and information sharing. These venues include social networking websites, forums, weblogs, online chat sites and video/photo posting websites or any other such similar output or format. Examples include Facebook, Instagram, Twitter and YouTube.

Social Media Administrators – City employees expressly designated to maintain oversight of the City and/or a department Social Media website. A Social Media Administrator's authority is limited to actions that directly reflect guidance from the City Manager, department/division head and/or policies and procedures of the City.

25.1.b. Permission to Post on Official City Social Media

Only Social Media Administrators (City employees who have received express permission from the department/division head and City Manager to post on Official City Social Media) may:

1. Speak on behalf of the City;
2. Administer and/or post on City Social Media websites;
3. Make any public statement on behalf of the City; and/or,
4. Post on any Social Media website on behalf of the City or otherwise state an official City position, policy or other fact on behalf of the City.

Social Media Administrators, or employees representing the City of Arkansas City on City Social Media within the scope of their employment, will conduct themselves at all times as a professional representative of the City of Arkansas City and in accordance with all City policies.

Those policies include compliance with all ethical obligations and non-harassment policies. Social Media Administrators will not express personal views or concerns through such postings; postings shall only reflect the views of the City of Arkansas City.

25.1.c. Prohibited Postings

Postings on City of Arkansas City Social Media shall not contain any of the following:

1. Content that promotes, fosters or perpetuates discrimination on the basis of race, religion, color, sex, disability, national origin, ancestry, pregnancy, age (40+), military status, veteran status, genetic information or any other characteristic(s) protected by applicable federal, state or local laws;
2. Profane language or content;
3. Sexual content or links to sexual content;
4. Comments in support of, or opposition to, political campaigns or candidates;
5. Solicitations of commerce unrelated to City of Arkansas City business;
6. Conduct or encouragement of illegal activity;
7. Information that may tend to compromise the safety or security of the public or public systems; and/or,
8. Content that violates a legal ownership interest of any other person, or otherwise violates any applicable law.

25.2 Employee Social Media and Free Speech

25.2.a. Off-Duty Use of Social Media

You may maintain personal websites or web blogs on your own time using your own technology. You must ensure that Social Media activity does not interfere with your work. In general, the City considers Social Media activities to be personal endeavors and you may use them to express your thoughts or promote your ideas as long as they do not conflict with City policies or services.

Outside of work hours, all public statements and use of Social Media by an employee as a private citizen shall comply with applicable law and this policy.

25.2.a.1. Respect

Please demonstrate respect for the dignity of the City, its governing body, its customers/citizens, its vendors and its employees. A Social Media site is a public place and employees should avoid inappropriate comments. For example, do not use ethnic slurs, personal insults, or obscenity or use language that may be considered inflammatory.

25.2.a.2. Post Disclaimers

If you identify yourself as a City of Arkansas City employee or discuss matters related to the City on a Social Media site, the site must include a disclaimer on the front page stating that it does not express the views of the City and that you are expressing only your personal views. For example: "The views expressed on this website/blog are mine alone and do not necessarily reflect the views of my employer."

Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the City, the governing body, customers/citizens and/or City employees. You must keep in mind that when you post information on a Social Media site that is in violation of City policy and/or federal, state or local law, the disclaimer will not shield you from disciplinary action.

25.2.a.3. Confidentiality

Do not identify or reference City customers/citizens, vendors or employees without express permission. You may write about your job in general but may not disclose any confidential information. For examples of confidential information, please refer to the Confidentiality policy. When in doubt, ask before publishing.

25.3 Important Things to Know about Personal Social Media and City Employment

City resources, work time, Social Media websites and a City employee's official position may not be used for personal profit or business interests or to participate in political activity.

Personal or business venture Social Media account names may not be tied to the City. For example, “CityofArkCityAttorney” would not be an appropriate personal account name.

Employees will not use their City email account or password in conjunction with a personal social networking website.

City employees shall not post images, files or text depicting City property, equipment or personnel in any manner that would adversely affect the reputation of the City or a City department.

Employees always should remember that what is written becomes public, may be public for a long time and may spread to large audiences. Employees will refrain from posting information that they would not want their supervisor or other employees to read, or that they would be embarrassed to see in the newspaper, on television or in other forms of media.

Employees will take reasonable and prompt action to remove any content, including content posted by others that is in violation of this policy from any website page, Social Media website or website maintained by the employee (e.g., social or personal website).

25.4 Prohibited Employee Conduct/Use of Social Media

The following speech, expression or Social Media posts made by an employee, whether in person, electronically or otherwise (hereafter collectively referred to as “speech”) are prohibited:

1. Speech that violates any applicable law;
2. Speech that negatively affects the safety of any other City employee and that is not information readily accessible within the public realm; and/or
3. Speech that discloses any information, obtained through their employment, that is not already considered public information, such as confidential information maintained by the City including utility records, dates of birth, social security numbers or criminal history.

Nothing in this policy is intended to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law. For example, this policy does not limit an employee from speaking as a private citizen about matters of public concern, discussing the terms or conditions of their employment or unfair labor practices or otherwise exercising their rights to collective bargaining. Employees are encouraged to consult with the Human Resources Division regarding any questions arising from the application or potential application of this policy.

Chapter 26 - Cellular Phone Use

The use of Cellular Phones, while on duty, for personal phone calls and texting, is to be limited. Indiscriminate or excessive personal calls, texting and/or other personal uses could be cause for disciplinary action.

Please follow these guidelines when using your Cellular Phone:

1. Cellular Phones should be set to vibrate or “silent ringer mode” during meetings or at other times when audible ringers may be disruptive.
2. Employees should allow in-coming calls to “go to” their voicemail when answering the call would be disruptive to a meeting, production and/or would create a safety hazard.
3. All state traffic laws regarding Cellular Phones must be followed.
4. Using a Cellular Phone while operating motorized equipment or power tools is prohibited.
5. Using a Cellular Phone while operating a motorized vehicle is prohibited, with the following exceptions:
 - a. Proper use of a hands-free device;
 - b. Use by emergency personnel as authorized and directed as part of their official City duties; and/or,
 - c. Use to contact law enforcement, a health care provider, the Fire/EMS Department or another emergency entity in an emergency situation.

Chapter 27 - Separation from City Employment

27.1 Notice of Intent to Separate

If you wish to resign or retire from your position with the City, we would like you to provide written notification to your supervisor at least two-weeks before leaving.

Your notification of intent to resign or retire should be in writing and provided to your department/division head. It is important that you provide this notification of intent to resign or retire as soon as possible as this written document will have bearing on whether, or not, you will receive accumulated leave payout. It also provides the City with the opportunity to begin making arrangements to fill the position you are leaving.

27.2 Notice Period

Your Notice Period begins on the day the written two-week Notice of Intent to Separate is received by your department/division head and ends two (2) calendar weeks later

It is the City's expectation that you, unless otherwise determined by the department/division head, will report and perform the duties of the job on each Regularly Scheduled Work Shift during the entire two-week Notice Period. Any scheduled and/or unscheduled absences during your Notice Period may jeopardize your accumulated leave payout.

It will be up to the City Manager and the department/division head to decide if they want to allow you to continue working after your notice has been given. The City Manager can instead choose to accept your resignation effective immediately.

Please note any employee who has submitted their application for retirement to KPERS may take accrued, paid leave (except Sick Leave) at any point during their Notice Period with the approval of the department/division head. The soon-to-be retiree's absence(s) from the workplace, during their Notice Period, will not jeopardize their accumulated leave payout.

An employee who gives written Notice of Intent to Separate and fails to report back to work to fulfill the Notice Period, if the absence is unauthorized and/or unexcused, shall be considered to have abandoned his or her position and shall not receive any type of payout of leave benefits.

27.3 Compensatory Time and Holiday Time Banked upon Separation

All employees separating from City employment, for any reason, shall receive payment for all accumulated Compensatory Time, Holiday Time Banked and Wellness Day Leave, up to the specified maximum.

27.4 Other Types of Leave upon Separation

All employees separating from City employment that have given and satisfactorily completed an appropriate Notice Period shall receive payment for all accumulated accrued and unused Vacation Leave, Personal Business Day Leave and Safety Day Leave, depending upon the employee's length of service with the City, a percentage of his or her accrued, unused Sick Leave.

Note: See the section of this Employee Manual titled "Types of Leave" for more information.

Employees separating from City employment who have abandoned their position, were terminated involuntarily, failed to provide an acceptable Notice of Intent to Separate and/or did not successfully fulfil their Notice Period will not receive payment for accumulated accrued and unused Vacation Leave, Personal Business Day Leave, Safety Day Leave, Sick Leave and/or any other type of Paid leave, except Compensatory Time, Holiday Time Banked and Wellness Day Leave.

27.5 Final Payroll Check

Upon Separation from employment, you will be paid on the next regularly scheduled Pay Date for time worked.

Any type of leave payouts will be paid as a separate payment at the same time as your Final Payroll Check. Please be aware federal and state withholding requirements will be followed for all types of payouts.

The Final Payroll Check will be mailed to you unless other arrangements have been made with the Finance Department.

27.6 Benefits upon Separation

The separating employee's Health and Dental Insurance will continue through the last day of the calendar month in which he or she terminates. To determine eligibility for further health and dental continuation coverage at the employee's cost, please contact the Human Resources Division. Other benefits shall end as per the Plan Document(s).

Note: See the section of this Employee Manual titled "Benefits" for further information on the cessation of your benefits.

27.7 Return of City Property

Any employee who leaves City employment is responsible for returning City property to the supervisor or department/division head.

27.8 Exit Interview

Employees leaving City employment will be asked to participate in an Exit Interview at the invitation of the Human Resources Division. This interview will be provided near the end of the employee's employment, generally on his or her last day of employment.

The intent of the Exit Interview is to advise the employee of matters such as final pay, potential leave payout, as well as Health and Dental Insurance(s) coverage options under COBRA, if applicable; to determine the exact reason for the termination, in cases of voluntary terminations; and to identify potential problems with and/or strengths of the City's supervisors and/or policies and procedures.

The Exit Interview form shall be placed in a file separate from the employee's Personnel Record. Information may be shared with the department/division head, City Manager and/or the governing body, in order that proper information is communicated and/or appropriate action taken.

27.9 Employment References on Former Employees

It is the policy of the City of Arkansas City that when a reference (on a former employee) is sought by a prospective employer the reference is provided by the Human Resources Division. The standard response provided will comply with Kansas statute.

As an employee of the City, please do not under any circumstances respond to any requests for information regarding another employee unless it is part of your assigned job responsibilities. If it is not, please forward the information request to your supervisor.

City of Arkansas City Employee Manual Receipt and Acknowledgment

Please read the following statements, sign below and return to your supervisor.

Employee Manual:

I have received and read a copy of the City of Arkansas City Employee Manual. I understand that the policies and benefits described in it are subject to change at the sole discretion of the City of Arkansas City at any time.

At-Will Employment

I understand that my employment is At-Will, and neither I, nor the City of Arkansas City, have/has entered into a contract regarding the duration of my employment. I am free to leave my employment with the City of Arkansas City at any time, with or without reason. Likewise, the City of Arkansas City has the right to end my employment, or otherwise discipline, transfer, or demote me at any time, with or without reason, at the discretion of the City of Arkansas City. No employee of the City of Arkansas City can enter into an employment contract for a specified period of time or make any agreement contrary to this policy without the written approval from the City Commission.

Confidential Information:

I am aware that during the course of my employment confidential information may be made available to me. I understand that this information is proprietary and critical to the success of the City of Arkansas City and must not be given out or used outside of the City's premises or with non-City of Arkansas City employees. In the event of termination of my employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information in any way.

Compensatory Time:

In accordance with the provisions of the Fair Labor Standards Act (FLSA) and the City of Arkansas City Compensatory Time policy, Non-Exempt employees are allowed, with the approval of their supervisor, to accrue Compensatory Time off instead of receiving payment for Overtime hours worked. If I am classified as a Non-Exempt, eligible employee, by signing this agreement, I agree to the following terms: I freely and voluntarily agree to accept Compensatory Time off in lieu of Overtime Pay for Overtime hours worked under the FLSA. I understand that I will accrue Compensatory Time at the rate of one-and-one-half (1½) hours for each Overtime hour worked during a Work Week/Work Period. I understand that this Compensatory Time used will not be counted as time worked for purposes of computing Overtime or additional Compensatory Time.

Employee's Printed Name: _____

Employee's Signature: _____

Date: _____



City Commission Agenda Item

Meeting Date: January 18th, 2022
From: Eric Burr, Chief of Police
Item: Purchase of Used Vehicle for Police Department Investigations Division

Purpose: Consider a Resolution authorizing the City of Arkansas City to purchase a 2016 Jeep Cherokee Latitude from Zeller Ford of Arkansas City, for an amount not to exceed \$18,236.00. (Voice Vote)

Background:

During the budget retreat in 2021, information was presented on replacing a vehicle used for the Investigations Division. The replacement was approved and added to the 2022 budget.

Three used vehicles were identified at local dealerships that would meet the needs of the department as a replacement.

Option 1: 2016 Jeep Cherokee Latitude – 36,473 miles - \$18,236 at Zeller Ford (including \$2,650 trade)

Option 2: 2016 Chevy Equinox – 69,406 miles - \$14,400 at Winfield Motors (including \$3,500 trade)

Option 3: 2013 Ford Expedition – 97,069 miles - \$16,736 at Zeller Ford (including \$2,650 trade)

No special emergency lights or equipment will be added due to the non-emergency use of the vehicle.

Option 1 is preferred due to low mileage, quality of vehicle and the dealership is in Arkansas City. Estimated average mileage per year is 6,000 – 8,000. Estimated years of service by the department 8-9 years.

Commission Options:

1. Approve the Resolution
2. Disapprove the Resolution
3. Table the Resoltuion for further consideration

Fiscal Impact:

Amount: \$18,236.00

Fund: **01-General** Department: **421-Police** Expense Code: **7403-Motor Vehicles**

Included in budget Grant Bonds Other (explain)

Approved for Agenda by:

 Randy Frazer, City Manager

RESOLUTION NO. 2022-01-

A RESOLUTION AUTHORIZING THE CITY OF ARKANSAS CITY TO PURCHASE A 2016 JEEP CHEROKEE LATITUDE FROM ZELLER FORD OF ARKANSAS CITY, FOR AN AMOUNT NOT TO EXCEED \$18,236.00.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ARKANSAS CITY, KANSAS:

SECTION ONE: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the City of Arkansas City, Kansas, to purchase a 2016 Jeep Cherokee Latitude from Zeller Ford of Arkansas City, for an amount not to exceed \$18,236.00.

SECTION TWO: The Governing Body of the City of Arkansas City, Kansas, hereby authorizes the Mayor and/or City staff of the City of Arkansas City, Kansas, to take such further and other necessary actions that are required to effectuate the intent and purposes of this Legislative Enactment.

SECTION THREE: This Resolution shall be in full force and effect from its date of passage by the Governing Body of the City of Arkansas City, Kansas.

PASSED AND RESOLVED by the Governing Body of the City of Arkansas City, Kansas, on this 18th day of January, 2022.

(Seal)

Kanyon Gingher, Mayor

ATTEST:

Lesley Shook, City Clerk

APPROVED AS TO FORM:

Larry R. Schwartz, City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution No. 2022-01-____ of the City of Arkansas City, Kansas, adopted by the Governing Body thereof on January 18, 2022. as the same appears of record in my office.

DATED: _____.

Lesley Shook, City Clerk



City Commission Agenda Item

Meeting Date: January 18, 2022
From: Randy Frazer, City Manager
Item: City Manager Updates

Purpose: City Manager's Report on Upcoming Activities

Background:

1. The next quarterly **Traffic Safety Committee** meeting will be at **10 a.m. Friday, January 21** at USD 470's Avery Family Learning Center, located at 2500 N. 15th St. in northwest Arkansas City.
2. **Local Government Day** is from **2:30 to 7 p.m. Wednesday, January 26** in Topeka. City Manager Frazer will have more information for any commissioners who are participating as part of the City delegation.
3. The next **City Commission** study session will be at **noon Friday, January 28** in my office here at City Hall.
4. The City Commission will convene as the **Land Bank Board of Trustees** at **5 p.m. Tuesday, February 1** in the commission room at City Hall, prior to its next regular meeting at **5:30 p.m. Tuesday, February 1**.
5. The annual **Arkansas City Area Chamber of Commerce banquet** will be from **5 to 10 p.m. Saturday, February 5** at the historic Burford Theatre, located at 118 S. Summit St. in downtown Arkansas City. The City likely will reserve a table, so please let City Manager Frazer know if you would like to attend.

Approved for Agenda by:

Randy Frazer, City Manager

In order to be in compliance with the Kansas Open Meetings Act, City Attorney Larry Schwartz recommends the following motion be stated when the City Commission requests an executive session:

Motion

"I move that the governing body recess into executive session to discuss an overview of the Niles Lawsuit, pursuant to K.S.A. 75-4319(b)(2) for consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship. The open meeting will resume in the commission chambers at [INSERT] p.m."

State Reference

75-4319. Closed or executive meetings; conditions; authorized subjects for discussion; binding action prohibited; certain documents identified in meetings not subject to disclosure.

(a) Upon formal motion made, seconded and carried, all public bodies and agencies subject to the open meetings act may recess, but not adjourn, open meetings for closed or executive meetings. Any motion to recess for a closed or executive meeting shall include: (1) A statement describing the subjects to be discussed during the closed or executive meeting; (2) the justification listed in subsection (b) for closing the meeting; and (3) the time and place at which the open meeting shall resume. The complete motion shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the public body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion.

(b) Justifications for recess to a closed or executive meeting may only include the following, the need:

- (1) to discuss personnel matters of nonelected personnel;
- (2) for consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship;
- (3) to discuss employer-employee negotiations whether or not in consultation with the representative or representatives of the body or agency;
- (4) to discuss data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships;
- (5) to discuss matters relating to actions adversely or favorably affecting a person as a student, patient or resident of a public institution, except that any such person shall have the right to a public hearing if requested by the person;
- (6) for the preliminary discussion of the acquisition of real property;
- (7) to discuss matters relating to pari-mutuel racing permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 74-8804, and amendments thereto;
- (8) to discuss matters relating to the care of children permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 2016 Supp. 38-2212(d)(1) or 38-2213(e), and amendments thereto;
- (9) to discuss matters relating to the investigation of child deaths permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 22a-243(j), and amendments thereto;
- (10) to discuss matters relating to patients and providers permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 39-7,119(g), and amendments thereto;
- (11) to discuss matters required to be discussed in a closed or executive meeting pursuant to a tribal-state gaming compact;
- (12) to discuss matters relating to security measures, if the discussion of such matters at an open meeting would jeopardize such security measures, that protect: (A) Systems,

facilities, or equipment used in the production, transmission, or distribution of energy, water or communications services; (B) transportation and sewer or wastewater treatment systems, facilities, or equipment; (C) a public body or agency, public building or facility, or the information system of a public body or agency; or (D) private property or persons, if the matter is submitted to the agency for purposes of this paragraph. For purposes of this paragraph, security means measures that protect against criminal acts intended to intimidate or coerce the civilian population, influence government policy by intimidation or coercion, or to affect the operation of government by disruption of public services, mass destruction, assassination or kidnapping. Security measures include, but are not limited to, intelligence information, tactical plans, resource deployment and vulnerability assessments;

- (13) to discuss matters relating to maternity centers and child care facilities permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 65-525(d), and amendments thereto;
 - (14) to discuss matters relating to the office of inspector general permitted to be discussed in a closed or executive meeting pursuant to K.S.A. 2016 Supp. 75-7427, and amendments thereto; and
 - (15) for the governor’s domestic violence fatality review board to conduct case reviews.
- (c) No binding action shall be taken during closed or executive recesses, and such recesses shall not be used as a subterfuge to defeat the purposes of this act.
- (d) Any confidential records or information relating to security measures provided or received under the provisions of subsection (b)(12), shall not be subject to subpoena, discovery, or other demand in any administrative, criminal or civil action.



City Commission Agenda Item

Meeting Date: January 18, 2022
From: Andrew Lawson, Public Information Officer
Item: City Advisory Board Reports

Purpose: City Advisory Board Reports

Background:

The City Commission receives regular reports from its appointed advisory boards and committees in the form of their approved minutes.

Commission Options:

- 1. No action needed.

Attachments:

The following approved board and committee minutes are included in this packet:

- **December 14** — Arkansas City Planning Commission

Approved for Agenda by:

A handwritten signature in black ink, appearing to read "Randy Frazer", written over a horizontal line.

Randy Frazer, City Manager



City of Arkansas City

PLANNING COMMISSION MEETING

MINUTES

Tuesday, December 14, 2021 at 5:30 PM – 400 W. Madison Ave., Arkansas City, KS

Call to Order

Roll Call

The meeting was called to order at 5:33 p.m.

PRESENT: Mary Benton, Charles Jennings, Ian Kuhn, Lloyd Colston, Cody Richardson

ABSENT: Chair Andy Paton, Paisley Howerton, Karla Gallegos, Joni Spicer

Staff present at roll call was Principal Planner Josh White and Public Information Officer Andrew Lawson

Public Comments

No comments from the public were received for items not on the agenda.

Consent Agenda

1. Meeting Minutes, **November 9, 2021 meeting.**
Motion made by Colston, Seconded by Kuhn to approve the minutes as written.
Voting Yea: Benton, Jennings, Kuhn, Colston, Richardson

Comprehensive Plan

2. **Comprehensive Plan discussion**

Jennings turned the meeting over to White to discuss the Comprehensive Plan. White asked Lawson for any updates on the transportation plan. Lawson said there was nothing to report but it is still being worked on. The Traffic Safety Committee will meet on December 17 to discuss this. He also noted that he presented a plan to the Beautification Advisory Board to schedule park improvements but it was still in draft form. White then opened discussion on Land Use and Growth Management by going over Chapter 8 from the 2013 plan. Planning Commissioners agreed to remove most recommendations from past plans but would summarize past work still. White went over the recommendations from the 2013 plan for the zoning regulations and noted how these sections would be modified. Colston noted that he'd like to see a provision to require storm shelters or safe rooms in new construction or perhaps neighborhood shelters could be introduced on vacant lots that are otherwise unbuildable. Kuhn noted that mixing multifamily with single family could cause reduction in property values for the single family properties and we should be aware of that. It was also discussed that separation should be maintained between industrial and single family properties. It was noted that some multifamily should be closer because workers like the ability to walk to Creekstone. White talked about the possibility of integrating some relaxed standards for some low end industrial uses into commercial areas due to the nationwide shift from traditional retail to online retail and use some vacant store fronts. It was discussed that a business incubator could also be useful. White discussed the upcoming plans to establish a Rural Housing Incentive District in downtown for upper story housing and joining the Main Street Association. Some discussion on modifications to the mixed use district were also discussed especially in the Summit Street corridor between Pine Avenue and Kansas

Avenue. Finally, there was some discussion on growth management and annexation. Planning Commissioners wanted to build better relations with Parkerfield so we can plan each cities growth together. Since much of the city's growth may be to the north, relations with Winfield were also discussed as we get closer to Strother Field. In the interest of time, it was determined that discussion of the future land use map should continue in January. White and Lawson noted that after all discussion is finished, staff will bring draft copies of Chapters for approval. Adoption of this plan likely will move into the summer of 2022.

Other Items

White said that due to the resignation of Jennings to join the City Commission in January, a vice-chair needs to be appointed to take his place in January. He asked if anyone was interested. Kuhn volunteered.

Motion made by Colston, Seconded by Richardson to appoint Kuhn as vice-chair.
Voting Yea: Benton, Jennings, Kuhn, Colston, Richardson

White noted that we also have two other vacancies effective in January with Paton and Gallegos resigning. The City Commission will likely take action at their January 10 meeting to appoint some new members. He also said that there will be a public hearing at January's meeting.

Adjournment

Motion made by Colston, Seconded by Kuhn.
Voting Yea: Benton, Jennings, Kuhn, Colston, Richardson

Jennings declared the meeting adjourned at 7:35 p.m.



**CITY OF ARKANSAS CITY, KANSAS
FINANCIAL SUMMARY
Year-To-Date December 31, 2021**

Fund	Cash Summary					Budget Summary				
	1/1/2021	Prior Year	Receipts	Disbursements	12/31/2021	Budget	Encumbrances	Budget Variance		% Remaining (0%)
	Beginning Cash				Ending Cash			Favorable (Unfavorable)		
	Balance	Adjustments			Balance					
01 - GENERAL FUND	\$ 2,430,776.08	\$ -	\$ 9,388,411.88	\$ 10,309,428.06	\$ 1,509,759.90	\$ 10,702,736	\$ 211,615.50	\$ 181,692	2%	
15 - STORMWATER FUND	\$ 297,096.40	\$ -	\$ 199,842.14	\$ 172,043.91	\$ 324,894.63	\$ 306,139	\$ -	\$ 134,095	44%	
16 - WATER FUND	\$ 4,477,842.01	\$ -	\$ 5,028,374.97	\$ 5,709,158.79	\$ 3,797,058.19	\$ 6,510,616	\$ 449,948.61	\$ 351,509	5%	
18 - SEWER FUND	\$ 4,307,387.88	\$ -	\$ 3,089,629.59	\$ 2,291,498.70	\$ 5,105,518.77	\$ 14,169,544	\$ 1,319,053.45	\$ 10,558,992	75%	
19 - SANITATION FUND	\$ 1,142,083.64	\$ -	\$ 1,628,629.76	\$ 1,293,531.28	\$ 1,477,182.12	\$ 1,495,989	\$ -	\$ 202,458	14%	
20 - SPECIAL RECREATION FUND	\$ 35,613.60	\$ -	\$ 12,918.14	\$ 12,619.10	\$ 35,912.64	\$ 46,068	\$ -	\$ 33,449	73%	
21 - SPECIAL STREET FUND	\$ 789,869.50	\$ -	\$ 576,414.32	\$ 460,832.73	\$ 905,451.09	\$ 1,357,500	\$ 119,613.02	\$ 777,054	57%	
23 - TOURISM/CONVENTION FUND	\$ 28,279.90	\$ -	\$ 132,492.57	\$ 124,364.77	\$ 36,407.70	\$ 139,145	\$ -	\$ 14,780	11%	
26 - SPECIAL ALCOHOL FUND	\$ 93,482.01	\$ -	\$ 13,618.14	\$ 10,144.23	\$ 96,955.92	\$ 90,524	\$ -	\$ 80,380	89%	
27 - PUBLIC LIBRARY FUND	\$ -	\$ -	\$ 392,710.29	\$ 392,710.29	\$ -	\$ 409,950	\$ -	\$ 17,240	4%	
29 - SPECIAL LAW ENF TRUST FUND	\$ 11,617.22	\$ -	\$ 610.22	\$ 8,687.30	\$ 3,540.14	Not a Budgeted Fund				
31 - LAND BANK FUND	\$ 986.21	\$ -	\$ 8,000.00	\$ 199.91	\$ 8,786.30	\$ 3,500	\$ -	\$ 3,300	94%	
43 - BOND & INTEREST FUND	\$ 303,521.84	\$ -	\$ 426,165.68	\$ 616,580.00	\$ 113,107.52	\$ 673,385	\$ -	\$ 56,805	8%	
44 - HEALTHCARE SALES TAX FUND	\$ -	\$ -	\$ 1,892,217.20	\$ 1,892,217.20	\$ -	\$ 1,946,000	\$ -	\$ 53,783	3%	
45 - UNPLEDGED HEALTHCARE SALES TAX FUND	\$ 189,526.15	\$ -	\$ 313,063.23	\$ 290,704.26	\$ 211,885.12	\$ 507,706	\$ -	\$ 217,002	43%	
53 - MUNICIPAL COURT FUND	\$ 15,923.05	\$ -	\$ -	\$ 1,943.63	\$ 13,979.42	Not a Budgeted Fund				
54 - EQUIPMENT RESERVE FUND	\$ 200,946.02	\$ -	\$ -	\$ -	\$ 200,946.02	Not a Budgeted Fund				
57 - CID SALES TAX FUND	\$ -	\$ -	\$ 63,750.41	\$ 63,750.41	\$ -	\$ 65,000	\$ -	\$ 1,250	2%	
68 - CAPITAL IMPROVEMENT FUND	\$ 1,758,315.08	\$ -	\$ 601,071.15	\$ 533,911.68	\$ 1,825,474.55	Not a Budgeted Fund		\$ 45,922.01		
TOTALS	\$ 16,083,266.59	\$ -	\$ 23,767,919.69	\$ 24,184,326.25	\$ 15,666,860.03	\$ 38,423,802.00				

INDEBTEDNESS:

GO 2020 REFUNDING & IMPROVEMENT BOND	\$ 20,205,000
2013 PUMPER FIRE TRUCK LEASE	\$ 97,598
2019 FERRARA PUMPER TRUCK LEASE	\$ 449,198
2019 PBC	\$ 16,855,000
TOTAL	\$ 37,606,796

Note: Information is Unaudited

Highlighted cells indicate a budget amendment was made.