

**COMMISSION MEETING AGENDA  
TUESDAY, DECEMBER 13, 2016  
6:30 P.M.**

- A. CALL TO ORDER** – Mayor Chris Williams
- B. INVOCATION** – Pastor Randy DePriest, First Assembly of God
- C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- D. REVIEW OF AGENDA**
- E. CONSENT AGENDA**
  - 1. City Commission Meeting Minutes – Tuesday, November 22, 2016
  - 2. 2016 Appropriation Ordinance No. AO-16-23 – \$1,656,478.63
  - 3. 2016 Appropriation Ordinance No. AO-16-23A (Irontime Sales) – \$ 3,394.50
  - 4. 2017 Cereal Malt Beverage renewals

**REGULAR AGENDA ITEMS**

- F. PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s).**
  - 1. Montgomery County Action Council Report – Tom Simpson, Interim Director
- G. OLD BUSINESS**
  - 1. Ordinance No. G-16-02 – Second reading of an ordinance to adopt and enact a new code for the City of Coffeyville.
- H. NEW BUSINESS**
  - 1. Appoint one person to fill a new four-year term on the CRMC Board of Trustees serving to January 1, 2021.  
Applicants: Debra Evensvold, Gary Victory
  - 2. Appoint three people to fill new three-year terms on the Planning Commission serving to January 1, 2020  
Applicants: Randal Hills, Larry Mullin, Gary Victory, Max Williams
  - 3. Resolution No. R-16-139 – A Resolution to amend the small business loan agreement for Bluboots Clothing Company.
  - 4. Resolution No. R-16-142 – A Resolution to approve the 2017 cereal malt beverage license for the Montgomery County Fair Association.
  - 5. Resolution No. R-16-143 – A Resolution to approve the execution of the January 1, 2017, through December 31, 2017, Memorandum of Agreement with FOP, IAFF and IUOE.
  - 6. Resolution No. R-16-144 – A Resolution to approve the execution of the January 1, 2017, through December 31, 2019, Memorandum of Agreement with IBEW.
  - 7. Resolution No. R-16-145 – A Resolution to adopt the 2017 compensation plan for non-represented employees.
  - 8. Resolution No. R-16-146 – A Resolution to identify the preferred vendors for chemicals for the Water Treatment Plant for 2017.

**COMMISSION MEETING AGENDA  
TUESDAY, DECEMBER 13, 2016**

**2**

9. Resolution No. R-16-147 – A Resolution to approve the City of Coffeyville fee schedule.
10. Resolution No. R-16-148 – A Resolution to approve change order #1 for the Wilshire Curb and Gutter Project.
11. Resolution No. R-16-149 – A Resolution to approve a master services agreement for Burns & McDonnell Engineering Company for the Coffeyville Airport.
12. Resolution No. R-16-150 – A Resolution to execute an engineering services agreement with Sega for air compliance reporting assistance for 2017.
13. Resolution No. R-16-151 – A Resolution to approve payment of repairs on the Nebraska Boiler for the electric utility.
14. Action to set a public hearing for Tuesday, December 27, 6:30 p.m. for City of Coffeyville budget amendments.
15. City Manager's Report

**I. COMMENTS**

1. Comments from Public

The public is free to comment on items not listed on the agenda. Please address comments to the Commission as a body, and be mindful of others who may also wish to speak by limiting your comments to 3 minutes.

2. Comments from Commissioners and Staff

**J. EXECUTIVE SESSION(s)**

1. Attorney client privilege.

**K. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES**

**L. ADJOURN**

**COMMISSION MEETING MINUTES  
TUESDAY, NOVEMBER 22, 2016  
6:30 P.M.**

The Board of Commissioners met in Regular Session at 6:30 p.m. at the Senior Center. The meeting was called to order by Mayor Chris Williams.

Present:

COMMISSIONER PAUL BAUER  
COMMISSIONER MARCUS KASTLER  
COMMISSIONER JUSTIN MARTIN  
COMMISSIONER JIM C. TAYLOR, JR.  
COMMISSIONER CHRIS WILLIAMS

City Staff in attendance were:

CITY MANAGER KENDAL FRANCIS  
CITY CLERK CINDY PRICE  
CITY ATTORNEY PAUL KRITZ  
FINANCE DIRECTOR STEPHANIE RICHARDSON  
IT DIRECTOR CHRIS FELIX  
ELECTRIC UTILITY DIRECTOR GENE RATZLAFF  
POLICE CHIEF KWIN BROMLEY  
FIRE CHIEF BOB ROESKY  
HR OFFICER MARILYNN EVENSON  
ASSISTANT TO CITY MANAGER TRISHA PURDON

- A. CALL TO ORDER** – Mayor Chris Williams
- B. INVOCATION** – Pastor Nicole Schwartz-Eck, First United Methodist Church
- C. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG**
- D. REVIEW OF AGENDA**
- E. CONSENT AGENDA**
1. City Commission Meeting Minutes – Tuesday, November 7, 2016
  2. 2016 Appropriation Ordinance No. AO-16-22 – \$7,717,504.30  
MOTION: Move to approve the consent agenda as presented.  
  
ACTION: MOTION BY TAYLOR SECOND: BAUER  
ROLL CALL VOTE ALL AYE
  3. 2016 Appropriation Ordinance No. AO-16-22A (Taylor Crane) – \$ 897.75  
MOTION: Move to approve the consent agenda as presented.  
  
ACTION: MOTION BY WILLIAMS SECOND: BAUER  
ROLL CALL VOTE KASTLER, BAUER & WILLIAMS AYE;  
MARTIN VOTED NO AND TAYLOR ABSTAINED.

**REGULAR AGENDA ITEMS**

- F. PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s).**
1. Montgomery County Action Council Report – Tom Simpson, Interim Director

- Tom Simpson provided an update on MCAC's activities stating they focus on industrial development. Rick Thompson, MCAC member, requested the City be a stronger supporter. Ryan Thompson, MCAC member, stated they are interviewing for the executive director's position and salary is an issue in the recruitment. Mayor Williams requested MCAC provided additional information to commissioners at the December meeting.

**G. OLD BUSINESS**

**H. NEW BUSINESS**

1. Appoint one person to fill an unexpired term on the Public Library Board serving to April 30, 2018.

Applicants: Brenda Crites, Roger Gossard, Casey Heiter

MOTION: Move to appoint Roger Gossard to an unexpired term on the Public Library Board serving to April 30, 2018.

ACTION: MOTION BY TAYLOR SECOND: KASTLER  
MOTION APPROVED

2. Resolution No. R-16-139 – A Resolution to amend the small business loan agreement for Bluboots Clothing Company – rescheduled for the 12/13/16 meeting.

3. Resolution No. R-16-140 – A Resolution to approve a work authorization agreement with Allgeier, Martin & Associates for design of the 11<sup>th</sup> Street inlet reconstruction.

- Engineering Superintendent Thomas Osborn stated repair of the stormwater inlets on 11<sup>th</sup> Street was listed in the City's capital improvement plan. The project was budgeted for the inlets between Lewark and Walnut. Staff recommends shifting the project to the west in order to take advantage of the KLINK project that will have the area shut down as it will reduce the cost of the reconstruction of the inlets. The work authorization from Allgeier, Martin & Associates is for design to reconstruct the stormwater inlets from the west city limits to Buckeye in the not to exceed amount of \$53,000.

MOTION: Move to approve Resolution No. R-16-140 for adoption.

ACTION: MOTION BY MARTIN SECOND: KASTLER  
MOTION APPROVED

4. Ordinance No. G-16-02 – First reading of an ordinance to adopt and enact a new code for the City of Coffeyville.

- City Attorney Paul Kritz stated the City's ordinances have been codified by Municode which included a complete legal review to verify all adopted ordinances are current and conform to Kansas statutes. The ordinances have also been reviewed to verify they meet our current practices. Once they are approved by commisioners, they will be available online, listed by chapter and fully searchable.

MOTION: Move to approve Ordinance No. G-16-02 for First Reading.

**ACTION: MOTION BY KASTLER  
MOTION APPROVED**

**SECOND: BAUER**

5. Resolution No. R-16-141 – A Resolution to purchase a vehicle for the police department.
- Police Chief Kwin Bromley stated staff recommends the purchase of a 2016 Dodge ram special service vehicle pickup truck to be used by the school resource officer and DARE officer. The vehicle will be purchased from Landmark Dodge for \$24,000 with an additional not to exceed amount of \$7,000 for emergency equipment and special graphics. The funding will come from the alcoholic liquor fund.

**MOTION: Move to approve Resolution No. R-16-141 for adoption.**

**ACTION: MOTION BY MARTIN  
MOTION APPROVED**

**SECOND: KASTLER**

6. City Manager's Report
- Kendal Francis reported the Fire Department's hazmat team responded to Neodesha following the chemical plant explosion. The plant is next to the Verdigris River in Neodesha; we have been notified that anything released into the river has been contained. At 7 a.m. on Wednesday the City's water intake will be shut down to allow anything in the river to get by Coffeyville. Due to the intake being shut down, the City has issued a water watch. The windows for City Hall have arrived and are being installed. A community survey to gage people's interest in fiber internet will go out next week.

**I. COMMENTS**

1. Comments from Public
- Jake York, Coffeyville Police officer, spoke on behalf of the FOP requesting the commission consider an expansion of the residency requirements for employment in the police department. They believe an expanded territory would encourage more individuals to apply for positions.
2. Comments from Commissioners and Staff
- Commissioner Taylor requested a procedure be adopted where commissioners voting against an item would be required to explain their vote.

**J. EXECUTIVE SESSION(s)**

**K. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES**

1. Police Department report  
2. Coffeyville Recreation Commission report

**L. ADJOURN**

**MOTION: Move to adjourn.**

**ACTION: MOTION BY WILIAMS  
MOTION APPROVED**

**SECOND: TAYLOR**

Time the meeting was adjourned: 8:25 p.m.

**COMMISSION MEETING MINUTES  
TUESDAY, NOVEMBER 22, 2016**

Date the minutes were approved: \_\_\_\_\_

\_\_\_\_\_  
Cindy Price, City Clerk

**City of Coffeyville  
Department Codings**

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

**City of Coffeyville**  
**Payroll Distribution Summary**  
**AO-16-23**

<u>Type</u>	<u>Date</u>	<u>Amount</u>
Bi-Weekly	November 20, 2016	\$ 380,978.08
Bi-Weekly	December 4, 2016	\$ 414,231.29
	<b>Total Payroll</b>	<b>\$ 795,209.37</b>

PACKET: 03000 AO 16-23 12.13.16 PAYABL

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-50010	8760	SERVICE GROUP, LLC				
I-2586		PAY #9-MECHANICAL INSTALLATIO	103,757.69			
10/31/2016	AP	MANUAL CK# 003705 12/02/2016		1099: Y		
		PAY #9-MECHANICAL INSTALLATION		890 5-030-862	PLANT IMPROVEMENTS	103,757.69
		=== VENDOR TOTALS ===	103,757.69			
=====						
01-50095		ACCURATE ENVIRONMENTAL, LLC				
I-6K03076		BACTERIA TESTS FOR SLUDGE	325.00			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		BACTERIA TESTS FOR SLUDGE		900 5-037-478	PROFESSIONAL SERVICES	325.00
I-6K17013		BACTERIA TESTS FOR SLUDGE	325.00			
11/25/2016	AP	DUE: 12/25/2016 DISC: 12/25/2016		1099: N		
		BACTERIA TESTS FOR SLUDGE		900 5-037-478	PROFESSIONAL SERVICES	325.00
		=== VENDOR TOTALS ===	650.00			
=====						
01-50105		ACTION COMMUNICATIONS				
I-13833		ADAPTOR	37.92			
10/03/2016	AP	DUE: 10/03/2016 DISC: 10/03/2016		1099: Y		
		ADAPTOR		010 5-023-670	RADIO MAINTENANCE	37.92
I-14112		YELL LAPEL MIC	68.00			
11/10/2016	AP	DUE: 11/10/2016 DISC: 11/10/2016		1099: Y		
		YELL LAPEL MIC		010 5-023-810	COMMUNICATION EQUIPMENT	68.00
		=== VENDOR TOTALS ===	105.92			
=====						
01-50187		AIR HYGIENE INTERNATIONAL, INC				
I-9283		EMISSIONS TESTING-NEW GEN	41,850.00			
11/11/2016	AP	DUE: 11/11/2016 DISC: 11/11/2016		1099: N		
		EMISSIONS TESTING-NEW GEN		890 5-030-478	PROFESSIONAL SERVICES	41,850.00
		=== VENDOR TOTALS ===	41,850.00			
=====						
01-02910		AIRGAS USA, LLC				
I-9057421940		FR T-SHIRT-PRATT	49.64			
11/15/2016	AP	DUE: 12/15/2016 DISC: 12/15/2016		1099: N		
		FR T-SHIRT-PRATT		800 5-020-515	CLOTHING	49.64
I-9057421941		FR T-SHIRT-PRATT	77.38			
11/15/2016	AP	DUE: 12/15/2016 DISC: 12/15/2016		1099: N		
		FR T-SHIRT-PRATT		800 5-020-515	CLOTHING	77.38
		=== VENDOR TOTALS ===	127.02			



PACKET: 03000 AO 16-23 12.13.16 PAYABL

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SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
ITEM DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====					
01-00123	AMAZON.COM			( ** CONTINUED ** )	
I-046101108330		111.99			
9/29/2016	AP		1099: N		
			010 5-016-550	OFFICE SUPPLIES	111.99
I-046103301875		125.61			
9/29/2016	AP		1099: N		
			010 5-016-550	OFFICE SUPPLIES	125.61
I-058776586132		23.88			
10/31/2016	AP		1099: N		
			500 5-310-845	OFFICE FURNITURE & EQUIP	23.88
I-099991572050		87.00			
10/17/2016	AP		1099: N		
			500 5-310-845	OFFICE FURNITURE & EQUIP	87.00
I-113986037486		14.95			
9/23/2016	AP		1099: N		
			890 5-030-850	OTHER EQUIPMENT	14.95
I-113987432868		14.95			
9/23/2016	AP		1099: N		
			890 5-030-850	OTHER EQUIPMENT	14.95
I-128905349784		55.62			
11/05/2016	AP		1099: N		
			500 5-310-845	OFFICE FURNITURE & EQUIP	55.62
I-151817005202		103.96			
9/16/2016	AP		1099: N		
			900 5-026-550	OFFICE SUPPLIES	103.96
I-158731411886		832.80			
10/26/2016	AP		1099: N		
			500 5-310-845	OFFICE FURNITURE & EQUIP	832.80
I-158732300646		240.19			
10/26/2016	AP		1099: N		
			500 5-310-845	OFFICE FURNITURE & EQUIP	240.19
I-158739504305		342.10			
10/26/2016	AP		1099: N		
			500 5-310-845	OFFICE FURNITURE & EQUIP	342.10
I-159739209153		87.97			
9/24/2016	AP		1099: N		
			890 5-030-850	OTHER EQUIPMENT	87.97

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00123	AMAZON.COM	( ** CONTINUED ** )				
I-161309916449		ACCESS CARDS	79.96			
9/21/2016	AP	DUE: 9/21/2016 DISC: 9/21/2016		1099: N		
		ACCESS CARDS		890 5-030-850	OTHER EQUIPMENT	79.96
I-171643296143		DOOR STRIKE X 4	212.00			
9/11/2016	AP	DUE: 9/11/2016 DISC: 9/11/2016		1099: N		
		DOOR STRIKE X 4		890 5-030-850	OTHER EQUIPMENT	212.00
I-171646609644		DOOR STRIKE X 2	106.00			
9/10/2016	AP	DUE: 9/10/2016 DISC: 9/10/2016		1099: N		
		DOOR STRIKE X 2		890 5-030-850	OTHER EQUIPMENT	106.00
I-193824270098		DOCK FOR LAPTOP	114.49			
10/27/2016	AP	DUE: 10/27/2016 DISC: 10/27/2016		1099: N		
		DOCK FOR LAPTOP		500 5-310-845	OFFICE FURNITURE & EQUIP	114.49
I-194459817568		FIBER CABLE	49.49			
10/20/2016	AP	DUE: 10/20/2016 DISC: 10/20/2016		1099: N		
		FIBER CABLE		720 5-000-850	OTHER EQUIPMENT	49.49
I-197495549498		BROTHER LASER PRINTER	159.99			
10/10/2016	AP	DUE: 10/10/2016 DISC: 10/10/2016		1099: N		
		BROTHER LASER PRINTER		010 5-017-845	OFFICE FURNITURE & EQUIP	159.99
I-210097620837		LAPTOP FOR FIRE CHIEF	599.00			
11/07/2016	AP	DUE: 11/07/2016 DISC: 11/07/2016		1099: N		
		LAPTOP FOR FIRE CHIEF		500 5-310-845	OFFICE FURNITURE & EQUIP	599.00
I-2165041591780		DOCK FOR LAPTOP	114.49			
11/07/2016	AP	DUE: 11/07/2016 DISC: 11/07/2016		1099: N		
		DOCK FOR LAPTOP		500 5-310-845	OFFICE FURNITURE & EQUIP	114.49
I-258007878482		FIBER CABLE	49.49			
10/20/2016	AP	DUE: 10/20/2016 DISC: 10/20/2016		1099: N		
		FIBER CABLE		720 5-000-850	OTHER EQUIPMENT	49.49
I-259039940343		FIBER PATCH CABLE	53.25			
9/27/2016	AP	DUE: 9/27/2016 DISC: 9/27/2016		1099: N		
		FIBER PATCH CABLE		720 5-000-850	OTHER EQUIPMENT	53.25
I-293033751831		HARD DRIVE	95.98			
10/03/2016	AP	DUE: 10/03/2016 DISC: 10/03/2016		1099: N		
		HARD DRIVE		890 5-030-850	OTHER EQUIPMENT	95.98
I-295940356490		22" MONITOR X 3	359.97			
9/21/2016	AP	DUE: 9/21/2016 DISC: 9/21/2016		1099: N		
		22" MONITOR X 3		890 5-030-850	OTHER EQUIPMENT	359.97

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SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00123	AMAZON.COM	( ** CONTINUED ** )				
I-295943812407		22" MONITOR	119.99			
9/21/2016	AP	DUE: 9/21/2016 DISC: 9/21/2016		1099: N		
		22" MONITOR		890 5-030-850	OTHER EQUIPMENT	119.99
=====						
I-300653436182		KEYBOARD/MOUSE	41.92			
9/22/2016	AP	DUE: 9/22/2016 DISC: 9/22/2016		1099: N		
		KEYBOARD/MOUSE COMBO		890 5-030-850	OTHER EQUIPMENT	27.09
		WIRELESS MOUSE		800 5-040-518	COMPUTER SUPPLIES	14.83
		=== VENDOR TOTALS ===	4,311.43			

01-50537 APAC-CENTRAL, INC.

I-7000933417		14.36 TONS ASPHALT	962.12			
11/05/2016	AP	DUE: 11/05/2016 DISC: 11/05/2016		1099: N		
		14.36 TONS ASPHALT		010 5-163-510	CEMENT & ASPHALT	962.12
		=== VENDOR TOTALS ===	962.12			

01-59760 AT&T

I-201611224223		11/16 E911	183.39			
11/09/2016	AP	DUE: 12/09/2016 DISC: 12/09/2016		1099: N		
		11/16 E911		510 5-000-416	COMMUNICATIONS	183.39
=====						
I-201611224224		11/16 E911	142.46			
11/09/2016	AP	DUE: 12/09/2016 DISC: 12/09/2016		1099: N		
		11/16 E911		510 5-000-416	COMMUNICATIONS	142.46
=====						
I-201611224225		11/16 E911	142.46			
11/09/2016	AP	DUE: 12/09/2016 DISC: 12/09/2016		1099: N		
		11/16 E911		510 5-000-416	COMMUNICATIONS	142.46
=====						
I-201612064261		11/16 E911	138.31			
11/23/2016	AP	DUE: 12/23/2016 DISC: 12/23/2016		1099: N		
		11/16 E911		510 5-000-416	COMMUNICATIONS	138.31
=====						
I-201612064262		11/16 E911	138.31			
11/23/2016	AP	DUE: 12/23/2016 DISC: 12/23/2016		1099: N		
		11/16 E911		510 5-000-416	COMMUNICATIONS	138.31
=====						
I-201612064264		11/16 E911	607.90			
11/25/2016	AP	DUE: 12/25/2016 DISC: 12/25/2016		1099: N		
		11/16 E911		510 5-000-416	COMMUNICATIONS	607.90
		=== VENDOR TOTALS ===	1,352.83			

PACKET: 03000 AO 16-23 12.13.16 PAYABL

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SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-59780	AT&T					
I-201612064263		PLEXAR LINE	176.05			
11/23/2016	AP	DUE: 12/23/2016 DISC: 12/23/2016		1099: N		
		PLEXAR LINE		900 5-027-416	COMMUNICATIONS	176.05
		=== VENDOR TOTALS ===	176.05			
=====						
01-03870	ATMOS ENERGY CORPORATION					
I-201611234238		612 SPRING ST.	229.61			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		612 SPRING ST.-40% ED		800 5-020-494	UTILITIES	91.84
		612 SPRING ST.-60% PP		800 5-030-494	UTILITIES	137.77
I-201611234239		312 E. 7TH ST.-CHURCH	58.72			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		312 E. 7TH ST.-CHURCH		800 5-020-494	UTILITIES	58.72
I-201611304248		CITY FACILITY GAS CHARGES	754.74			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		AIRPORT MAINTENANCE SHOP		360 5-000-494	UTILITIES	55.61
		AQUATIC CENTER		450 5-000-494	UTILITIES	0.00
		CEMETERY SHOP		010 5-161-494	UTILITIES	0.00
		CUSTOMER SERVICE CENTER		010 5-017-494	UTILITIES	49.30
		FIRE DEPARTMENT		010 5-041-494	UTILITIES	62.94
		HILLCREST GOLF COURSE		370 5-000-494	UTILITIES	48.00
		POLICE IMPOUND		010 5-023-494	UTILITIES	48.00
		N RIVER ROAD - 1/2 PUBLIC SVC		010 5-161-494	UTILITIES	25.30
		N RIVER ROAD - 1/2 WATER		900 5-026-494	UTILITIES	25.29
		PUMP STATION		900 5-036-494	UTILITIES	46.70
		RON STEVENSON BUILDING		010 5-161-494	UTILITIES	55.15
		WALTER JOHNSON PARK RESTRMS		010 5-161-494	UTILITIES	48.65
		WASTEWATER TREATMENT PLANT		900 5-037-494	UTILITIES	154.53
		YOUTH ACTIVITY CENTER		140 5-134-494	UTILITIES	81.12
		1501 WEST 4TH STREET		010 5-023-494	UTILITIES	54.15
		619 WALNUT		010 5-041-494	UTILITIES	0.00
I-KS101601627		10/16 EAST, WEST METERS	13,291.83			
11/17/2016	AP	DUE: 12/17/2016 DISC: 12/17/2016		1099: N		
		10/16 EAST, WEST METERS		800 5-030-535	FUEL-GAS PURCHASE	13,291.83
		=== VENDOR TOTALS ===	14,334.90			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03877		AUTO ZONE, INC.				
C-16010478096		RETURN FUEL LINE	9.84CR			
11/14/2016	AP	DUE: 11/14/2016 DISC: 11/14/2016		1099: N		
		RETURN FUEL LINE		900 5-037-680	VEHICLE-PARTS	9.84CR
I-1601047073		FUEL LINE	9.84			
11/14/2016	AP	DUE: 11/14/2016 DISC: 11/14/2016		1099: N		
		FUEL LINE		900 5-037-680	VEHICLE-PARTS	9.84
I-1601053042		RADAR FUSES	3.32			
11/27/2016	AP	DUE: 11/27/2016 DISC: 11/27/2016		1099: N		
		RADAR FUSES		010 5-023-680	VEHICLE-PARTS	3.32
		=== VENDOR TOTALS ===	3.32			

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01-00244		BARNES MONUMENTS				
I-201611234237		RAY AND CAROLYN SELCHO STONE	600.00			
11/22/2016	AP	DUE: 11/22/2016 DISC: 11/22/2016		1099: N		
		RAY AND CAROLYN SELCHO STONE		290 5-000-850	OTHER EQUIPMENT	600.00
		=== VENDOR TOTALS ===	600.00			

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01-50960		BARTLESVILLE CHRYSLER DODGE JE				
I-CHCS152396		POWER STEER PUMP,COIL,BELT	3,409.84			
11/21/2016	AP	DUE: 11/21/2016 DISC: 11/21/2016		1099: N		
		POWER STEER PUMP,COIL,BELT		010 5-023-680	VEHICLE-PARTS	1,969.89
		POWER STEER PUMP LABOR		010 5-023-690	VEHICLE-LABOR	1,439.95
		=== VENDOR TOTALS ===	3,409.84			

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01-50964		BARTLESVILLE EXAMINER-ENTERPRI				
I-0000161421		11/2016 HCGC ADVERTISING	368.07			
11/27/2016	AP	DUE: 12/27/2016 DISC: 12/27/2016		1099: N		
		11/2016 HCGC ADVERTISING		370 5-000-482	PUBLIC NOTICES	368.07
		=== VENDOR TOTALS ===	368.07			

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01-02050		BARTLETT COOP ASSOCIATION				
I-58061		PROPANE FOR FORKLIFT	16.43			
11/25/2016	AP	DUE: 12/25/2016 DISC: 12/25/2016		1099: N		
		PROPANE FOR FORKLIFT		800 5-030-525	CHEMICALS/FERTILIZERS/SE	16.43
I-58101		PROPANE	9.60			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		PROPANE		900 5-027-525	CHEMICALS/FERTILIZERS/SE	9.60

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=====						
01-02050	BARTLETT COOP ASSOCIATION	( ** CONTINUED ** )				
I-58174		PROPANE FOR FORKLIFT	21.90			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		PROPANE FOR FORKLIFT		800 5-030-525	CHEMICALS/FERTILIZERS/SE	21.90
		=== VENDOR TOTALS ===	47.93			

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01-51232	BINDEWALD & ASSOCIATES, LLC					
I-10		PAY #10-9TH ST SIDEWALK	4,137.70			
11/30/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: Y		
		PAY #10-9TH ST SIDEWALK		520 5-220-868	STREET IMPROVEMENTS	4,137.70
		=== VENDOR TOTALS ===	4,137.70			

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01-50580	BITRONICS, LLC					
I-64725		3 PHASE VOLT/WATT METER	2,300.14			
11/21/2016	AP	DUE: 11/21/2016 DISC: 11/21/2016		1099: N		
		3 PHASE VOLT/WATT METER		800 5-020-580	TOOLS	2,300.14
		=== VENDOR TOTALS ===	2,300.14			

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01-00336	BLAKE'S LUBE CENTER					
I-201612064275		MUFFLER	75.00			
12/02/2016	AP	DUE: 1/01/2017 DISC: 1/01/2017		1099: N		
		MUFFLER		900 5-037-680	VEHICLE-PARTS	75.00
I-20164316		FULL SERVICE OIL CHANGE	277.47			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		FULL SERVICE OIL CHANGE		800 5-020-545	MOTOR FUELS/LUBRICANTS	277.47
I-20164388		OIL CHANGE	96.31			
11/18/2016	AP	DUE: 12/18/2016 DISC: 12/18/2016		1099: N		
		OIL CHANGE		800 5-020-545	MOTOR FUELS/LUBRICANTS	96.31
I-20164400		OIL CHANGE	59.46			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		OIL CHANGE		800 5-030-545	MOTOR FUELS/LUBRICANTS	59.46
		=== VENDOR TOTALS ===	508.24			

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=====						
01-00337	BLUBOOTS OF KANSAS, LLC					
I-SALES RCPT #6237		FR T-SHIRT-PRATT	85.36			
12/05/2016	AP	DUE: 12/05/2016 DISC: 12/05/2016		1099: Y		
		FR T-SHIRT-PRATT		800 5-020-515	CLOTHING	85.36
		=== VENDOR TOTALS ===	85.36			
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01-51303	BRAINERD CHEMICAL COMPANY, INC					
I-88399		MURIATIC ACID,SODIUM HYDROX	1,334.00			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		MURIATIC ACID,SODIUM HYDROX		800 5-030-525	CHEMICALS/FERTILIZERS/SE	1,334.00
I-88715		MURIATIC ACID X 2400 LBS	1,232.00			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		MURIATIC ACID X 2400 LBS		800 5-030-525	CHEMICALS/FERTILIZERS/SE	1,232.00
		=== VENDOR TOTALS ===	2,566.00			
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01-00410	BRASS HAT JANITORIAL					
I-10152016		9/16 WEEKLY ED OFC CLEANING	250.00			
10/15/2016	AP	DUE: 11/14/2016 DISC: 11/14/2016		1099: N		
		9/16 WEEKLY ED OFC CLEANING		800 5-020-424	CONTRACTUAL AGREEMENTS	250.00
I-111516		10/16 WEEKLY ED OFC CLEANING	200.00			
11/15/2016	AP	DUE: 12/15/2016 DISC: 12/15/2016		1099: N		
		10/16 WEEKLY ED OFC CLEANING		800 5-020-424	CONTRACTUAL AGREEMENTS	200.00
I-12012016		11/16 WEEKLY ED OFC CLEANING	200.00			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		11/16 WEEKLY ED OFC CLEANING		800 5-020-424	CONTRACTUAL AGREEMENTS	200.00
		=== VENDOR TOTALS ===	650.00			
=====						
01-51307	BRENNTAG SOUTHWEST, INC.					
I-BSW782297		POLYMER,POLYPHOSHATE, SULFATE	1,700.36			
11/10/2016	AP	DUE: 12/10/2016 DISC: 12/10/2016		1099: N		
		POLYMER,POLYPHOSHATE, SULFATE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,700.36
I-BSW783418		2099 POLYMER	6,889.15			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		2099 POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	6,889.15
I-BSW784568		POLYMER,AMM.SULFATE,POLYPHOSP	1,437.01			
11/17/2016	AP	DUE: 12/17/2016 DISC: 12/17/2016		1099: N		
		POLYMER,AMM.SULFATE,POLYPHOSP		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,437.01

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=====						
01-51307	BRENNTAG SOUTHWEST, INC.					( ** CONTINUED ** )
I-BSW785175		CHLORINE	1,150.00			
11/18/2016	AP	DUE: 12/18/2016 DISC: 12/18/2016		1099: N		
		CHLORINE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,150.00
I-BSW786275		AMM.SULFATE,2099 POLYMER	1,719.80			
11/22/2016	AP	DUE: 12/22/2016 DISC: 12/22/2016		1099: N		
		AMM.SULFATE,2099 POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,719.80
I-BSW788872		9900 POLYMER	230.01			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		9900 POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	230.01
I-BSW788873		AMMONIUM SULFATE	568.40			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		AMMONIUM SULFATE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	568.40
I-BSW788874		SODIUM HYPOCHLORITE	3,315.20			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		SODIUM HYPOCHLORITE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	3,315.20
		=== VENDOR TOTALS ===	17,009.93			
=====						
01-01250	BROWN SHOE FIT COMPANY OF COFF					
I-607339		UNIFORM SHOES-DEAN	139.97			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: Y		
		UNIFORM SHOES-DEAN		010 5-041-515	CLOTHING	139.97
I-607362		WORK BOOTS-R. MITCHELL	131.37			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: Y		
		WORK BOOTS-R. MITCHELL		010 0-320	PAYROLL DEDUCTION RECEIV	131.37
		=== VENDOR TOTALS ===	271.34			
=====						
01-51337	BRYANT & BRYANT CONSTRUCTION,					
I-7-1		PAY #7-9TH ST IMPROVEMENT	8,561.77			
11/30/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: N		
		PAY #7-9TH ST IMPROVEMENT		520 5-220-868	STREET IMPROVEMENTS	8,561.77
		=== VENDOR TOTALS ===	8,561.77			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00590		CARTER AUTOMOTIVE WAREHOUSE				
I-316293/1		HYDRAULIC ROLLERS	36.53			
11/09/2016	AP	DUE: 12/09/2016 DISC: 12/09/2016		1099: N		
		HYDRAULIC ROLLERS		010 5-163-620	EQUIPMENT MAINTENANCE	36.53
I-316398/1		WASHER FLUID, WIPER BLADES	13.94			
11/09/2016	AP	DUE: 12/09/2016 DISC: 12/09/2016		1099: N		
		WASHER FLUID, WIPER BLADES		900 5-026-590	VEHICLE-EQUIP SUPPLIES	13.94
I-316528/1		BATTERY FOR DUMP TRUCK	261.40			
11/10/2016	AP	DUE: 12/10/2016 DISC: 12/10/2016		1099: N		
		BATTERY FOR DUMP TRUCK		010 5-163-680	VEHICLE-PARTS	261.40
I-316870/1		DIXON MOWER BATTERY	41.01			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		DIXON MOWER BATTERY		900 5-037-620	EQUIPMENT MAINTENANCE	41.01
I-316874/1		HOSE REMOVAL TOOL	16.87			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		HOSE REMOVAL TOOL		900 5-037-580	TOOLS	16.87
I-316884/1		SENSOR, HOSE, MANIFOLD SET	198.98			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		SENSOR, HOSE, MANIFOLD SET		010 5-017-680	VEHICLE-PARTS	198.98
I-317295/1		OIL FILTER FOR FIELD JIMMY	44.51			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		OIL FILTER FOR FIELD JIMMY		900 5-037-680	VEHICLE-PARTS	44.51
I-317300/1		THERMOSTAT	5.69			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		THERMOSTAT		900 5-037-680	VEHICLE-PARTS	5.69
I-317321/1		SERPENTINE BELTS	45.36			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		SERPENTINE BELTS		010 5-017-680	VEHICLE-PARTS	45.36
I-317595/1		AIR,OIL,FUEL FILTERS	329.33			
11/17/2016	AP	DUE: 12/17/2016 DISC: 12/17/2016		1099: N		
		AIR FILTERS		010 5-023-680	VEHICLE-PARTS	30.72
		OIL, FUEL, AIR FILTERS		010 5-163-680	VEHICLE-PARTS	298.61
I-317666/1		GRASSHOPPER WHEEL BEARINGS	13.32			
11/18/2016	AP	DUE: 12/18/2016 DISC: 12/18/2016		1099: N		
		WHEEL BEARINGS		010 5-163-620	EQUIPMENT MAINTENANCE	13.32
I-317877/1		ANTIFREEZE FOR WINTERIZATION	75.78			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		ANTIFREEZE FOR WINTERIZATION		680 5-000-610	BUILDING MAINTENANCE	75.78

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=====						
01-00590	CARTER AUTOMOTIVE WAREHOUSE	( ** CONTINUED ** )				
I-317893/1		OIL FILTERS	24.39			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		OIL FILTERS		010 5-163-620	EQUIPMENT MAINTENANCE	24.39
I-317947/1		HOSE FOR PUMP	15.48			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		HOSE FOR PUMP		010 5-041-680	VEHICLE-PARTS	15.48
I-317970/1		HOSE FOR PUMP	7.74			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		HOSE FOR PUMP		010 5-041-680	VEHICLE-PARTS	7.74
I-318913/1		COOLANT TEST STRIPS	8.15			
11/29/2016	AP	DUE: 12/29/2016 DISC: 12/29/2016		1099: N		
		COOLANT TEST STRIPS		800 5-030-520	DEPARTMENT SUPPLIES	8.15
I-318942/1		OIL FILTERS, 14 GALLONS OIL	265.07			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		OIL FILTERS		900 5-036-620	EQUIPMENT MAINTENANCE	32.25
		14 GALLONS OIL		900 5-036-525	CHEMICALS/FERTILIZERS/SE	232.82
I-318966/1		HEATER HOSE	1.65			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		HEATER HOSE		010 5-041-680	VEHICLE-PARTS	1.65
I-319080/1		HEADLIGHT BULB	3.43			
11/29/2016	AP	DUE: 12/29/2016 DISC: 12/29/2016		1099: N		
		HEADLIGHT BULB		900 5-046-680	VEHICLE-PARTS	3.43
I-319129/1		GAUGE, ADAPTER	7.84			
11/29/2016	AP	DUE: 12/29/2016 DISC: 12/29/2016		1099: N		
		GAUGE, ADAPTER		800 5-030-520	DEPARTMENT SUPPLIES	7.84
I-319262/1		AIR FILTERS, FUEL FILTERS	181.96			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		AIR FILTERS, FUEL FILTERS		010 5-163-680	VEHICLE-PARTS	90.98
		AIR FILTERS, FUEL FILTERS		010 5-163-680	VEHICLE-PARTS	90.98
I-319315/1		THREAD LUBRICANT	6.49			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		THREAD LUBRICANT		010 5-163-545	MOTOR FUELS/LUBRICANTS	6.49
I-319515/1		AIR FILTERS	24.90			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		AIR FILTERS		010 5-025-680	VEHICLE-PARTS	24.90

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=====						
01-00590		CARTER AUTOMOTIVE WAREHOUSE ( ** CONTINUED ** )				
I-319535/1		AIR FILTER	12.79			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		AIR FILTER		010 5-023-680	VEHICLE-PARTS	12.79
I-319732/1		LIGHT ASSEMBLIES	24.20			
12/02/2016	AP	DUE: 1/01/2017 DISC: 1/01/2017		1099: N		
		LIGHT ASSEMBLIES		900 5-027-680	VEHICLE-PARTS	24.20
I-319788/1		STARTER FOR AIR COMPRESSOR	4.01			
12/02/2016	AP	DUE: 1/01/2017 DISC: 1/01/2017		1099: N		
		STARTER FOR AIR COMPRESSOR		010 5-163-620	EQUIPMENT MAINTENANCE	4.01
I-319958/1		CABIN FILTER	12.58			
12/05/2016	AP	DUE: 1/04/2017 DISC: 1/04/2017		1099: N		
		CABIN FILTER		010 5-023-680	VEHICLE-PARTS	12.58
		=== VENDOR TOTALS ===	1,683.40			

01-03470 CHUCK SHIVELY

I-201611224226		MEALS, FUEL-MANHATTAN-CNFRNC	54.00			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		MEALS-MANHATTAN-WTR CNFRNC		900 5-046-490	TRAVEL EXPENSE REIMBURSE	44.00
		FUEL-MANHATTAN-WTR CNFRNC		900 5-046-490	TRAVEL EXPENSE REIMBURSE	10.00
I-201612024256		MEALS-EMPORIA-KS WATER OFFICE	22.00			
12/02/2016	AP	DUE: 1/01/2017 DISC: 1/01/2017		1099: N		
		MEALS-EMPORIA-KS WATER OFFICE		900 5-046-490	TRAVEL EXPENSE REIMBURSE	22.00
		=== VENDOR TOTALS ===	76.00			

01-00650 CITY OF COFFEYVILLE

I-201611174221		ELECTRICIAN LICENSE RENEWALS	140.00			
11/17/2016	AP	DUE: 12/17/2016 DISC: 12/17/2016		1099: N		
		JOURNEYMAN-WHITE, YAPLE		800 5-030-486	TAXES, LICENSES, PERMITS	70.00
		JOURNEYMAN-BELL		800 5-020-486	TAXES, LICENSES, PERMITS	35.00
		MASTER ELECTRICIAN-DODSON		800 5-020-486	TAXES, LICENSES, PERMITS	35.00
		=== VENDOR TOTALS ===	140.00			

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01040	CITY OF COFFEYVILLE					
I-201612064265		PUMP HOUSES	14,095.87			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		RIVER ROAD PUMP HOUSE		900 5-036-494	UTILITIES	13,858.20
		PFISTER PARK PUMP HOUSE		900 5-036-494	UTILITIES	237.67
		=== VENDOR TOTALS ===	14,095.87			
=====						

01-52050 CJ'S THREADS LLC						
I-14555		UNIFORM SHIRT-VANANNE	62.00			
11/21/2016	AP	DUE: 11/21/2016 DISC: 11/21/2016		1099: Y		
		UNIFORM SHIRT-VANANNE		010 5-041-515	CLOTHING	62.00
I-14556		UNIFORM SHIRT-HORN	62.00			
11/21/2016	AP	DUE: 11/21/2016 DISC: 11/21/2016		1099: Y		
		UNIFORM SHIRT-HORN		010 5-041-515	CLOTHING	62.00
I-14557		UNIFORM SHIRT-MIDGETT	62.00			
11/21/2016	AP	DUE: 11/21/2016 DISC: 11/21/2016		1099: Y		
		UNIFORM SHIRT-MIDGETT		010 5-041-515	CLOTHING	62.00
I-14558		UNIFORM SHIRTS-REARDON	121.50			
11/21/2016	AP	DUE: 11/21/2016 DISC: 11/21/2016		1099: Y		
		UNIFORM SHIRTS-REARDON		010 5-041-515	CLOTHING	121.50
I-14573		PINK CANCER T-SHIRTS	2,217.50			
11/23/2016	AP	DUE: 11/23/2016 DISC: 11/23/2016		1099: Y		
		CANCER AWARENESS TSHIRTS		010 5-041-520	DEPARTMENT SUPPLIES	2,217.50
I-14591		UNIFORM HAT-REXWINKLE	15.50			
11/30/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: Y		
		UNIFORM HAT-REXWINKLE		010 5-041-515	CLOTHING	15.50
I-14592		UNIFORM SHIRTS, SHORTS-MECOM	151.50			
11/30/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: Y		
		UNIFORM SHIRTS, SHORTS-MECOM		010 5-041-515	CLOTHING	151.50
		=== VENDOR TOTALS ===	2,692.00			
=====						

01-00720 CLOUGH OIL COMPANY, INC.						
I-158691		PAPER TOWELS,TOILET PAPER	47.90			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		PAPER TOWELS,TOILET PAPER		010 5-041-520	DEPARTMENT SUPPLIES	47.90
I-51112		145 GALLONS FUEL	260.86			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		145 GALLONS FUEL		010 5-163-545	MOTOR FUELS/LUBRICANTS	260.86

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00720	CLOUGH OIL COMPANY, INC. ( ** CONTINUED ** )					
I-51174		238 GALLONS DIESEL	428.16			
11/15/2016	AP	DUE: 12/15/2016 DISC: 12/15/2016		1099: N		
		238 GALLONS DIESEL		900 5-037-545	MOTOR FUELS/LUBRICANTS	428.16
I-51235		265 GAL GAS, 270 GAL DIESEL	925.17			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		265 GAL GAS, 270 GAL DIESEL		370 5-000-545	MOTOR FUELS/LUBRICANTS	925.17
		=== VENDOR TOTALS ===	1,662.09			
=====						
01-00721	CLOUGH SERVICE					
I-1465820		FUEL THRU 11/25	1,289.60			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		010 5-163-545	MOTOR FUELS/LUBRICANTS	1,289.60
I-1465822		FUEL THRU 11/25	91.20			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		010 5-071-545	MOTOR FUELS/LUBRICANTS	91.20
I-1465823		FUEL THRU 11/25	1,024.93			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		010 5-023-545	MOTOR FUELS/LUBRICANTS	1,024.93
I-1465824		FUEL THRU 11/25	95.53			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		010 5-025-545	MOTOR FUELS/LUBRICANTS	95.53
I-1465825		FUEL THRU 11/25	411.20			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		010 5-041-545	MOTOR FUELS/LUBRICANTS	411.20
I-1465826		FUEL THRU 11/25	31.34			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		010 5-045-545	MOTOR FUELS/LUBRICANTS	31.34
I-1465827		FUEL THRU 11/25	476.18			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		900 5-026-545	MOTOR FUELS/LUBRICANTS	476.18
I-1465828		FUEL THRU 11/25	102.34			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		900 5-027-545	MOTOR FUELS/LUBRICANTS	102.34
I-1465829		FUEL THRU 11/25	45.18			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		900 5-036-545	MOTOR FUELS/LUBRICANTS	45.18

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00721	CLOUGH SERVICE	( ** CONTINUED ** )				
I-1465830		FUEL THRU 11/25	41.73			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		900 5-037-545	MOTOR FUELS/LUBRICANTS	41.73
I-1465831		FUEL THRU 11/25	49.83			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		010 5-017-545	MOTOR FUELS/LUBRICANTS	49.83
I-1465832		FUEL THRU 11/25	491.19			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		800 5-020-545	MOTOR FUELS/LUBRICANTS	491.19
I-1465833		FUEL THRU 11/25	149.62			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		800 5-030-545	MOTOR FUELS/LUBRICANTS	149.62
I-1465834		FUEL THRU 11/25	82.93			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		800 5-040-545	MOTOR FUELS/LUBRICANTS	82.93
I-1465835		FUEL THRU 11/25	58.81			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		900 5-046-545	MOTOR FUELS/LUBRICANTS	58.81
I-1465836		FUEL THRU 11/25	107.62			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		760 5-000-545	MOTOR FUELS/LUBRICANTS	107.62
I-1465837		FUEL THRU 11/25	90.21			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		720 5-000-545	MOTOR FUELS/LUBRICANTS	90.21
I-1465838		FUEL THRU 11/25	47.12			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		FUEL THRU 11/25		010 5-018-545	MOTOR FUELS/LUBRICANTS	47.12
		=== VENDOR TOTALS ===	4,686.56			
=====						

01-03058 CODY REXWINKLE

I-201612064278		BREAKFAST-KLETC LEADERSHIP	7.00			
11/30/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: N		
		BREAKFAST-KLETC LEADERSHIP		010 5-023-490	TRAVEL EXPENSE REIMBURSE	7.00
		=== VENDOR TOTALS ===	7.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00735		COFFEYVILLE ACE HARDWARE				
I-331500		32 GAL TRASH CAN X 3	65.67			
10/12/2016	AP	DUE: 11/11/2016 DISC: 11/11/2016		1099: Y		
		32 GAL TRASH CAN X 3		800 5-030-520	DEPARTMENT SUPPLIES	65.67
I-332415		STEEL WIRE X 30 FT	3.60			
10/18/2016	AP	DUE: 11/17/2016 DISC: 11/17/2016		1099: Y		
		STEEL WIRE X 30 FT		800 5-020-520	DEPARTMENT SUPPLIES	3.60
I-333884		SPRAY PAINT	8.74			
10/27/2016	AP	DUE: 11/26/2016 DISC: 11/26/2016		1099: Y		
		SPRAY PAINT		800 5-020-520	DEPARTMENT SUPPLIES	8.74
		=== VENDOR TOTALS ===	78.01			
=====						
01-00737		COFFEYVILLE ACE HARDWARE				
I-330176		SCRUB BRUSH	1.99			
10/04/2016	AP	DUE: 10/04/2016 DISC: 10/04/2016		1099: Y		
		SCRUB BRUSH		010 5-163-520	DEPARTMENT SUPPLIES	1.99
I-330451		MOUSE TRAPS	5.97			
10/05/2016	AP	DUE: 10/05/2016 DISC: 10/05/2016		1099: Y		
		MOUSE TRAPS		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	5.97
I-330522		FLASHLIGHT	10.99			
10/06/2016	AP	DUE: 10/06/2016 DISC: 10/06/2016		1099: Y		
		FLASHLIGHT		010 5-017-520	DEPARTMENT SUPPLIES	10.99
I-330595		CONCRETE MIX, CEMENT, CLEANER	21.04			
10/06/2016	AP	DUE: 10/06/2016 DISC: 10/06/2016		1099: Y		
		80# CONCRETE MIX X 3		900 5-026-510	CEMENT & ASPHALT	13.77
		PVC CEMENT, PVC CAP		900 5-026-555	PLUMBING SUPPLIES	7.27
I-330752		LED BULBS, COUPLER, ELBOWS	74.58			
10/07/2016	AP	DUE: 10/07/2016 DISC: 10/07/2016		1099: Y		
		LED BULBS		900 5-036-520	DEPARTMENT SUPPLIES	45.98
		CONNECTORS, COUPLERS		900 5-036-555	PLUMBING SUPPLIES	28.60
I-331249		GAS CAN	9.99			
10/11/2016	AP	DUE: 10/11/2016 DISC: 10/11/2016		1099: Y		
		GAS CAN		010 5-163-520	DEPARTMENT SUPPLIES	9.99
I-331782		TAPPING SCREWS	3.24			
10/14/2016	AP	DUE: 10/14/2016 DISC: 10/14/2016		1099: Y		
		TAPPING SCREWS		370 5-000-520.02	DEPARTMENT SUPPLIES-MAIN	3.24

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00737	COFFEYVILLE ACE HARDWARE	( ** CONTINUED ** )				
I-331849		BOLTS	1.86			
10/14/2016	AP	DUE: 10/14/2016 DISC: 10/14/2016		1099: Y		
		BOLTS		010 5-163-520	DEPARTMENT SUPPLIES	1.86
I-332380		DUPLICATE KEY X 3	4.11			
10/18/2016	AP	DUE: 10/18/2016 DISC: 10/18/2016		1099: Y		
		DUPLICATE KEY X 3		010 5-163-520	DEPARTMENT SUPPLIES	4.11
I-332550		NUTS, BOLTS	5.88			
10/19/2016	AP	DUE: 10/19/2016 DISC: 10/19/2016		1099: Y		
		NUTS, BOLTS		370 5-000-520.02	DEPARTMENT SUPPLIES-MAIN	5.88
I-332584		SCREWS, PIPE	6.27			
10/19/2016	AP	DUE: 10/19/2016 DISC: 10/19/2016		1099: Y		
		SCREWS, PIPE		010 5-023-520	DEPARTMENT SUPPLIES	6.27
I-333328		LIGHTER, ROPE	12.79			
10/24/2016	AP	DUE: 10/24/2016 DISC: 10/24/2016		1099: Y		
		LIGHTER, ROPE		900 5-026-520	DEPARTMENT SUPPLIES	12.79
I-333495		PIPE SCRAPER X 2	4.58			
10/25/2016	AP	DUE: 10/25/2016 DISC: 10/25/2016		1099: Y		
		PIPE SCRAPER X 2		900 5-026-520	DEPARTMENT SUPPLIES	4.58
I-333727		HOSE, NOZZLE	31.18			
10/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: Y		
		HOSE, NOZZLE		900 5-037-520	DEPARTMENT SUPPLIES	31.18
I-333755		NIPPLES, COUPLERS	10.16			
10/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: Y		
		NIPPLES, COUPLERS		900 5-027-555	PLUMBING SUPPLIES	10.16
I-333765		DUPLICATE KEY X 2	2.74			
10/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: Y		
		DUPLICATE KEY X 2		010 5-163-520	DEPARTMENT SUPPLIES	2.74
I-333792		CONNECTOR	0.78			
10/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: Y		
		CONNECTOR		800 5-020-520	DEPARTMENT SUPPLIES	0.78
I-333799		MARKING FLAGS	7.39			
10/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: Y		
		MARKING FLAGS		900 5-026-520	DEPARTMENT SUPPLIES	7.39
I-333800		NIPPLES	1.00			
10/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: Y		
		NIPPLES		900 5-027-555	PLUMBING SUPPLIES	1.00

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00737	COFFEYVILLE ACE HARDWARE	( ** CONTINUED ** )				
I-334358		GATE VALVE, THREAD COMPOUND	30.98			
10/31/2016	AP	DUE: 10/31/2016 DISC: 10/31/2016		1099: Y		
		GATE VALVE, THREAD COMPOUND		900 5-026-555	PLUMBING SUPPLIES	30.98
=====						
I-334440		CONCRETE MIX, PROPANE	17.66			
10/31/2016	AP	DUE: 10/31/2016 DISC: 10/31/2016		1099: Y		
		80# CONCRETE MIX X 3		900 5-027-510	CEMENT & ASPHALT	13.77
		PROPANE		900 5-027-525	CHEMICALS/FERTILIZERS/SE	3.89
		=== VENDOR TOTALS ===	265.18			
=====						
01-00740	COFFEYVILLE AIRCRAFT, INC.					
I-2016-4		4TH QTR 2016 SERVICE AGREEMEN	225.00			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		4TH QTR 2016 SERVICE AGREEMENT		360 5-000-424	CONTRACTUAL AGREEMENTS	225.00
		=== VENDOR TOTALS ===	225.00			
=====						
01-00770	COFFEYVILLE AREA CHAMBER OF CO					
I-4033		CHRISTMAS BUCKS PROMOTION	100.00			
11/07/2016	AP	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		CHRISTMAS BUCKS PROMOTION		370 5-000-482	PUBLIC NOTICES	100.00
		=== VENDOR TOTALS ===	100.00			
=====						
01-00785	COFFEYVILLE COMMUNITY ENHANCEN					
I-201612064266		2016 PROPERTY TAXES	16,521.22			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		2016 TAXES - 900 EAST 8TH		650 5-753-486	TAXES, LICENSES, PERMITS	13,657.62
		2016 TAXES - 0 NORTHEAST		520 5-400-486	TAXES, LICENSES, PERMITS	604.58
		2016 TAXES - 0 CR 5300-SEC 31		520 5-400-486	TAXES, LICENSES, PERMITS	2,146.86
		2016 TAXES - 0 CR 5300-SEC 32		520 5-400-486	TAXES, LICENSES, PERMITS	112.16
		=== VENDOR TOTALS ===	16,521.22			
=====						
01-00800	COFFEYVILLE CONCRETE COMPANY					
I-147219		16.25 CY CONCRETE	1,455.75			
10/31/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: N		
		16.25 CY CONCRETE		010 5-163-510	CEMENT & ASPHALT	1,455.75
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I-147220		1 CY CONCRETE	87.00			
10/31/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: N		
		1 CY CONCRETE		760 5-000-510	CEMENT & ASPHALT	87.00
		=== VENDOR TOTALS ===	1,542.75			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00840	COFFEYVILLE DOCTORS CLINIC PA					
I-201611224227		PRE-EMPLOYMENT SCREENING	217.00			
11/18/2016	AP	DUE: 12/18/2016 DISC: 12/18/2016		1099: Y		
		PRE-EMPLOYMENT SCREENING		010 5-163-478	PROFESSIONAL SERVICES	119.00
		PRE-EMPLOYMENT SCREENING		370 5-000-478	PROFESSIONAL SERVICES	98.00
		=== VENDOR TOTALS ===	217.00			

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01-01000	COFFEYVILLE REGIONAL MEDICAL C					
I-201612014250		SANE/SART INSTRUCTOR SERVICES	2,584.00			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		SANE/SART INSTRUCTOR SERVICES		010 5-023-478	PROFESSIONAL SERVICES	2,584.00
		=== VENDOR TOTALS ===	2,584.00			

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01-52150	COMPENSATING USE TAX					
I-201611224228		10/16 COMPENSATING USE TAX	174.70			
10/31/2016	AP	DRAFT 11/28/2016		1099: N		
		10/16 COMPENSATING USE TAX		800 5-020-570	SAFETY EQUIPMENT	2.09
		10/16 COMPENSATING USE TAX		800 5-020-580	TOOLS	75.62
		10/16 COMPENSATING USE TAX		800 5-030-620	EQUIPMENT MAINTENANCE	69.07
		10/16 COMPENSATING USE TAX		800 5-030-515	CLOTHING	27.92
		=== VENDOR TOTALS ===	174.70			

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01-01090	COUNTRY MART WEST #611					
I-201611224232		HAMBURGER BUNS	5.56			
11/10/2016	AP	DUE: 12/10/2016 DISC: 12/10/2016		1099: N		
		HAMBURGER BUNS		370 5-000-507	CONCESSIONS	5.56
I-201612054259		LEADERSHIP CVILLE CHILI LUNCH	143.65			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		LEADERSHIP CVILLE CHILI LUNCH		010 5-041-521	SPECIAL EVENTS	143.65
I-201612074282		COFFEE, COKE FOR VOLUNTEERS	41.20			
11/25/2016	AP	DUE: 12/25/2016 DISC: 12/25/2016		1099: N		
		COFFEE, COKE FOR VOLUNTEERS		010 5-131-521	SPECIAL EVENTS	41.20
I-201612074283		HOT CHOCOLATE FOR VOLUNTEERS	2.98			
11/26/2016	AP	DUE: 12/26/2016 DISC: 12/26/2016		1099: N		
		HOT CHOCOLATE FOR VOLUNTEERS		010 5-131-521	SPECIAL EVENTS	2.98
		=== VENDOR TOTALS ===	193.39			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-57405	COX BUSINESS SERVICES					
I-201611284240		11/16 OPTICAL INTERNET, PRI	5,759.09			
11/19/2016	AP	DUE: 12/19/2016 DISC: 12/19/2016		1099: N		
		11/16 OPTICAL INTERNET		720 5-000-448	EQUIPMENT-RENTAL/SERVICE	5,000.00
		PRIMARY RATE INTERFACE LINES		010 5-131-416	COMMUNICATIONS	409.91
		PRIMARY RATE INTERFACE LINES		900 5-046-416	COMMUNICATIONS	15.18
		PRIMARY RATE INTERFACE LINES		800 5-040-416	COMMUNICATIONS	220.14
		PRIMARY RATE INTERFACE LINES		760 5-000-416	COMMUNICATIONS	7.59
		PRIMARY RATE INTERFACE LINES		370 5-000-416	COMMUNICATIONS	22.77
		PRIMARY RATE INTERFACE LINES		900 5-037-416	COMMUNICATIONS	30.36
		PRIMARY RATE INTERFACE LINES		720 5-000-416	COMMUNICATIONS	15.18
		PRIMARY RATE INTERFACE LINES		900 5-036-416	COMMUNICATIONS	22.77
		PRIMARY RATE INTERFACE LINES		900 5-026-416	COMMUNICATIONS	15.19
=====						
I-201612014249		CABLE FOR PRO SHOP	87.04			
11/24/2016	AP	DUE: 12/24/2016 DISC: 12/24/2016		1099: N		
		CABLE FOR PRO SHOP		370 5-000-424	CONTRACTUAL AGREEMENTS	87.04
=====						
I-201612064267		ELECTRIC ADMIN TELEPHONE SVC	34.27			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		ELECTRIC ADMIN TELEPHONE SVC		800 5-040-416	COMMUNICATIONS	34.27
=====						
I-201612084286		SENIOR CENTER CABLE	27.44			
12/04/2016	AP	DUE: 1/03/2017 DISC: 1/03/2017		1099: N		
		SENIOR CENTER CABLE		010 5-133-448	EQUIPMENT-RENTAL/SERVICE	27.44
		=== VENDOR TOTALS ===	5,907.84			

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01-57406	COX COMMUNICATIONS					
I-112216		LINE RELOCATION, POLE RMVL-1/	3,509.59			
11/22/2016	AP	MANUAL CK# 003706 12/07/2016		1099: N		
		LINE RELOCATION, POLE RMVL-1/2		520 5-000-478	PROFESSIONAL SERVICES	3,509.59
		=== VENDOR TOTALS ===	3,509.59			

=====						
01-52730	DANKO EMERGENCY EQUIPMENT CO.					
I-80072		HELMET LIGHT KIT-MIDGETT	62.70			
11/11/2016	AP	DUE: 12/11/2016 DISC: 12/11/2016		1099: N		
		HELMET LIGHT KIT-MIDGETT		010 5-041-515	CLOTHING	62.70
=====						
I-80181		HELMET X 3	886.36			
11/17/2016	AP	DUE: 12/17/2016 DISC: 12/17/2016		1099: N		
		HELMET X 3		010 5-041-865	SAFETY EQUIPMENT	886.36
=====						
I-80220		LEATHER HELMET SHIELD X 2	70.18			
11/17/2016	AP	DUE: 12/17/2016 DISC: 12/17/2016		1099: N		
		LEATHER HELMET SHIELD X 2		010 5-041-570	SAFETY EQUIPMENT	70.18
		=== VENDOR TOTALS ===	1,019.24			

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-52884	DELTA DENTAL OF KANSAS, INC.					
I-1003729201611		11/16 DENTAL PREMIUMS	688.75			
12/01/2016	AP	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		11/16 DENTAL PREMIUMS		350 5-716-310	HEALTH INSURANCE	688.75
		=== VENDOR TOTALS ===	688.75			
=====						
01-01175	DIGITAL CONNECTIONS, INC.					
I-40328		CSC, ADMIN MAINT AGRMNT, COPY	235.86			
12/02/2016	AP	DUE: 1/01/2017 DISC: 1/01/2017		1099: N		
		CSC MAINT AGREEMENT, COPIES		010 5-017-448	EQUIPMENT-RENTAL/SERVICE	70.65
		ADMIN MAINT AGREEMENT, COPIES		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	165.21
I-40338		DISPATCH MAINT AGRMNT, COPIES	41.99			
12/05/2016	AP	DUE: 1/04/2017 DISC: 1/04/2017		1099: N		
		DISPATCH MAINT AGRMNT, COPIES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	41.99
		=== VENDOR TOTALS ===	277.85			
=====						
01-52980	DIVERSIFIED ELECTRICAL SUPPLY					
I-840754		CABLE PROTECTORS X 50	382.70			
11/18/2016	AP	DUE: 12/18/2016 DISC: 12/18/2016		1099: N		
		CABLE PROTECTORS X 50		800 5-020-520	DEPARTMENT SUPPLIES	382.70
I-842916		SERVICE DROP WIRE X 7200 FT.	4,257.36			
11/22/2016	AP	DUE: 12/22/2016 DISC: 12/22/2016		1099: N		
		SERVICE DROP WIRE X 7200 FT.		800 5-020-815	CONDUCTORS	4,257.36
I-844480		2/0 THHN WIRE X 500 FT.	744.60			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		2/0 THHN WIRE X 500 FT.		800 5-020-815	CONDUCTORS	744.60
I-844481		INSULATED CONNECTOR COVERS	245.28			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		INSULATED CONNECTOR COVERS		800 5-020-520	DEPARTMENT SUPPLIES	245.28
		=== VENDOR TOTALS ===	5,629.94			
=====						
01-52993	DOCUMENT DESTRUCTION, INC.					
I-9189		11/30/16 SHREDDING SERVICE	60.00			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		11/30/16 SHREDDING SERVICE		010 5-017-424	CONTRACTUAL AGREEMENTS	20.00
		11/30/16 SHREDDING SERVICE		010 5-131-424	CONTRACTUAL AGREEMENTS	20.00
		11/30/16 SHREDDING SERVICE		010 5-023-424	CONTRACTUAL AGREEMENTS	20.00
		=== VENDOR TOTALS ===	60.00			

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-01220	DOLLAR TIRE STORE					
I-35490		24" REPAIR	50.00			
11/01/2016	AP	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		24" REPAIR		900 5-026-575	TIRES & TUBES	50.00
I-35551		245/75-16 NEXEN X 2	345.40			
11/04/2016	AP	DUE: 12/04/2016 DISC: 12/04/2016		1099: N		
		245/75-16 NEXEN X 2		010 5-017-575	TIRES & TUBES	345.40
I-35572		LP 22.5 HERCULES X 2	780.40			
11/07/2016	AP	DUE: 12/07/2016 DISC: 12/07/2016		1099: N		
		LP 22.5 HERCULES X 2		010 5-163-575	TIRES & TUBES	780.40
I-35599		17" DUALY REPAIR	15.00			
11/08/2016	AP	DUE: 12/08/2016 DISC: 12/08/2016		1099: N		
		17" DUALY REPAIR		900 5-027-575	TIRES & TUBES	15.00
I-35614		17" ROTATION	20.00			
11/09/2016	AP	DUE: 12/09/2016 DISC: 12/09/2016		1099: N		
		17" ROTATION		010 5-025-575	TIRES & TUBES	20.00
I-35729		215/75-15 HANKOOK	102.20			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		215/75-15 HANKOOK		010 5-018-575	TIRES & TUBES	102.20
I-35735		22.5" REPAIR	30.00			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		22.5" REPAIR		010 5-163-575	TIRES & TUBES	30.00
I-35761-1		CT265/70R17 HANKOOK X 4	820.80			
11/18/2016	AP	DUE: 12/18/2016 DISC: 12/18/2016		1099: N		
		CT265/70R17 HANKOOK X 4		010 5-163-575	TIRES & TUBES	820.80
I-35768		LP 22.5 BANDAG, REPAIR	341.31			
11/18/2016	AP	DUE: 12/18/2016 DISC: 12/18/2016		1099: N		
		LP 22.5 BANDAG, REPAIR		010 5-163-575	TIRES & TUBES	341.31
I-35789		19.5" DUALY REPAIR	20.00			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		19.5" DUALY REPAIR		010 5-163-575	TIRES & TUBES	20.00
I-35872		LP 22.5 BANDAG	306.31			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		LP 22.5 BANDAG		010 5-163-575	TIRES & TUBES	306.31
I-35876		LP 22.5" BANDAG, REPAIRS	375.00			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		LP 22.5" BANDAG, REPAIRS		010 5-163-575	TIRES & TUBES	375.00

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01-01220 DOLLAR TIRE STORE ( \*\* CONTINUED \*\* )

I-35907		225/70-19.5 HANKOOK X 6	1,651.20			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		225/70-19.5 HANKOOK X 6		010 5-163-575	TIRES & TUBES	1,651.20
=== VENDOR TOTALS ===			4,857.62			

01-53081 DUNCAN & ALLEN

I-37208		FERC ORDERS-SPP Z2 CONSULT	1,317.50			
11/16/2016	AP	DUE: 11/16/2016 DISC: 11/16/2016		1099: Y		
		FERC ORDERS-SPP Z2 CONSULT		800 5-022-478	PROFESSIONAL SERVICES	1,317.50
=== VENDOR TOTALS ===			1,317.50			

01-53219 ELECTRICAL TRAINING ALLIANCE

I-50100387		1ST-3RD YR LINEMAN TRNG KITS	1,303.83			
11/14/2016	AP	DUE: 11/14/2016 DISC: 11/14/2016		1099: N		
		1ST-3RD YR LINEMAN TRNG KITS		800 5-020-428	CONFERENCES-SCHOOLS	1,303.83
=== VENDOR TOTALS ===			1,303.83			

01-53270 EMPLOYEE DATA FORMS OF MISSOURI

I-17-31057		2017 EMPLOYEE DATA CALENDARS	36.75			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		2017 EMPLOYEE DATA CALENDARS		010 5-019-520	DEPARTMENT SUPPLIES	36.75
=== VENDOR TOTALS ===			36.75			

01-01313 ERIC EAGLE

I-201611224233		LUNCH-FT SCOTT-SLUDGE TRAININ	10.00			
11/15/2016	AP	DUE: 11/15/2016 DISC: 11/15/2016		1099: N		
		LUNCH-FT SCOTT-SLUDGE TRAINING		900 5-036-490	TRAVEL EXPENSE REIMBURSE	10.00
=== VENDOR TOTALS ===			10.00			

01-53357 EVOQUA WATER TECHNOLOGIES, LLC

I-902875520		RESIN,SANDBAGS-PP LAB SUPPLY	5,691.41			
11/18/2016	AP	DUE: 11/18/2016 DISC: 11/18/2016		1099: N		
		RESIN,SANDBAGS-PP LAB SUPPLY		800 5-030-525	CHEMICALS/FERTILIZERS/SE	5,691.41
=== VENDOR TOTALS ===			5,691.41			

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-53434	FARWEST LINE SPECIALTIES, LLC					
I-220732		LINEMAN PLIERS X 3	92.95			
11/08/2016	AP	DUE: 12/08/2016 DISC: 12/08/2016		1099: Y		
		LINEMAN PLIERS X 3		800 5-020-580	TOOLS	92.95
		=== VENDOR TOTALS ===	92.95			
=====						
01-53435	FASTENAL COMPANY					
I-KSCOF86808		5/16" ANGLED GREASE FITTINGS	13.36			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		5/16" ANGLED GREASE FITTINGS		010 5-163-620	EQUIPMENT MAINTENANCE	13.36
I-KSCOF86819		CAP SCREWS, 7/16" DRILL BIT	8.60			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		CAP SCREWS, 7/16" DRILL BIT		010 5-163-520	DEPARTMENT SUPPLIES	8.60
I-KSCOF86825		SAW BLADES X 10	68.09			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		SAW BLADES X 10		800 5-020-520	DEPARTMENT SUPPLIES	68.09
I-KSCOF86826		ALUMINUM CYLINDER PIPE	192.57			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		ALUMINUM CYLINDER PIPE		800 5-020-520	DEPARTMENT SUPPLIES	192.57
I-KSCOF86831		PNEUMATIC PLUG,DIE GRINDER	75.70			
11/15/2016	AP	DUE: 12/15/2016 DISC: 12/15/2016		1099: N		
		PNEUMATIC COUPLING PLUG		010 5-163-520	DEPARTMENT SUPPLIES	0.39
		1/4" AIR DIE GRINDER		010 5-163-580	TOOLS	75.31
I-KSCOF86853		6 FT THREADED ROD X 3	112.62			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		6FT THREAD ROD,PUMPHOUSE VALVE		900 5-037-520	DEPARTMENT SUPPLIES	112.62
I-KSCOF86856		SHEET METAL SCREWS	2.31			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		SHEET METAL SCREWS		010 5-163-520	DEPARTMENT SUPPLIES	2.31
I-KSCOF86903		5/16" WASHER	7.84			
11/22/2016	AP	DUE: 12/22/2016 DISC: 12/22/2016		1099: N		
		5/16" WASHER		010 5-163-520	DEPARTMENT SUPPLIES	7.84
I-KSCOF86946		50' EXTENSION CORDS X 7	184.80			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		50' EXTENSION CORDS X7		010 5-163-520	DEPARTMENT SUPPLIES	184.80
I-KSCOF86991		BUTT SPLICE CONNECT,CABLE TIE	101.36			
12/02/2016	AP	DUE: 1/01/2017 DISC: 1/01/2017		1099: N		
		BUTT SPLICE CONNECT,CABLE TIES		010 5-163-520	DEPARTMENT SUPPLIES	101.36
		=== VENDOR TOTALS ===	767.25			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-53517		FIREWERKS FIRE APPARATUS REPAI				
I-4728		AERIAL SERVICE REPORT	1,400.00			
11/15/2016	AP	DUE: 11/15/2016 DISC: 11/15/2016		1099: N		
		AERIAL SERVICE REPORT		010 5-041-478	PROFESSIONAL SERVICES	1,400.00
		=== VENDOR TOTALS ===	1,400.00			
=====						
01-01329		FIREX, INC				
I-1117110116		ANNUAL HOOD INSPECTION	89.50			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		ANNUAL HOOD INSPECTION		370 5-000-570	SAFETY EQUIPMENT	89.50
		=== VENDOR TOTALS ===	89.50			
=====						
01-50170		FLEET SERVICES				
I-47796600		TRAVEL FUEL CARD CHARGES	77.52			
11/30/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: N		
		TRAVEL FUEL CARD CHARGES		010 5-023-545	MOTOR FUELS/LUBRICANTS	22.71
		TRAVEL FUEL CARD CHARGES		010 5-163-545	MOTOR FUELS/LUBRICANTS	54.81
		=== VENDOR TOTALS ===	77.52			
=====						
01-53605		FORT BEND SERVICES, INC.				
I-0206148-IN		SLUDGE POLYMER	2,065.19			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		SLUDGE POLYMER		900 5-037-525	CHEMICALS/FERTILIZERS/SE	2,065.19
		=== VENDOR TOTALS ===	2,065.19			
=====						
01-01410		FOUR STATE MAINTENANCE SUPPLY,				
I-536328-1		DUST MOP FRAME	6.67			
11/29/2016	AP	DUE: 12/29/2016 DISC: 12/29/2016		1099: N		
		DUST MOP FRAME		800 5-030-520	DEPARTMENT SUPPLIES	6.67
I-536329		BOWL CLIPS, AIR FRESHENER	30.49			
11/09/2016	AP	DUE: 12/09/2016 DISC: 12/09/2016		1099: N		
		BOWL CLIPS, AIR FRESHENER		010 5-092-520	DEPARTMENT SUPPLIES	30.49
I-536575		POPOP TOWELS	30.08			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		POPOP TOWELS		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	30.08
I-536868		POPOP TOWELS	30.08			
11/18/2016	AP	DUE: 12/18/2016 DISC: 12/18/2016		1099: N		
		POPOP TOWELS		010 5-163-520	DEPARTMENT SUPPLIES	30.08

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01410		FOUR STATE MAINTENANCE SUPPLY, ( ** CONTINUED ** )				
I-536914		WIPES, SOLUTION	47.79			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		WIPES, SOLUTION		010 5-023-520	DEPARTMENT SUPPLIES	47.79
I-536926		MOP, TISSUE, BOWL CLN, SPRAY WIP	101.65			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		MOP, TISSUE, BOWL CLN, SPRAY WIPE		010 5-163-520	DEPARTMENT SUPPLIES	101.65
I-536941		ICE MELTX4, FLOOR DRY, DE-ICER	51.71			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		ICE MELTX4, FLOOR DRY, DE-ICER		900 5-037-525	CHEMICALS/FERTILIZERS/SE	51.71
I-537035		PH CLEANER X 2	68.99			
11/23/2016	AP	DUE: 12/23/2016 DISC: 12/23/2016		1099: N		
		PH CLEANER X 2		800 5-030-520	DEPARTMENT SUPPLIES	68.99
I-537292		ICE MELT, POP UP WIPES	67.64			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		ICE MELT		900 5-036-525	CHEMICALS/FERTILIZERS/SE	37.56
		POP UP WIPES		900 5-036-520	DEPARTMENT SUPPLIES	30.08
I-537385		CENTER PULL TOWELS	26.00			
12/02/2016	AP	DUE: 1/01/2017 DISC: 1/01/2017		1099: N		
		CENTER PULL TOWELS		900 5-036-520	DEPARTMENT SUPPLIES	26.00
		=== VENDOR TOTALS ===	461.10			
=====						

01-01415 FRAZIER FENCING

I-982431		RPLCD DAMAGED FENCE-1406 STAR	300.00			
11/15/2016	AP	DUE: 11/15/2016 DISC: 11/15/2016		1099: Y		
		RPLCD DAMAGED FENCE-1406 STARK		800 5-020-478	PROFESSIONAL SERVICES	300.00
		=== VENDOR TOTALS ===	300.00			

01-53743 G & G DOZER LLC

I-8821		1302 READ 30 YD ROLL OFF	350.00			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: Y		
		1302 READ 30 YD ROLL OFF		700 5-000-424	CONTRACTUAL AGREEMENTS	350.00
I-8854		512 E 5TH 30 YD ROLL OFF	300.00			
11/23/2016	AP	DUE: 12/23/2016 DISC: 12/23/2016		1099: Y		
		512 E 5TH 30 YD ROLL OFF		700 5-000-424	CONTRACTUAL AGREEMENTS	300.00
I-8880		40 YD ROLL OFF 1301/1315 STAR	375.00			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: Y		
		40 YD ROLL OFF 1301/1315 STARK		700 5-000-424	CONTRACTUAL AGREEMENTS	375.00
		=== VENDOR TOTALS ===	1,025.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-53800	GALLS, LLC					
I-006423783		UNIFORM SHIRTS X 30	1,465.50			
11/15/2016	AP	DUE: 12/15/2016 DISC: 12/15/2016		1099: Y		
		UNIFORM SHIRTS X 30		010 5-023-515	CLOTHING	1,465.50
I-006444999		UNIFORM PANTS X 29	1,417.15			
12/18/2016	AP	DUE: 1/17/2017 DISC: 1/17/2017		1099: Y		
		UNIFORM PANTS X 29		010 5-023-515	CLOTHING	1,417.15
I-006452497		UNIFORM PANTS X 2	103.65			
11/20/2016	AP	DUE: 12/20/2016 DISC: 12/20/2016		1099: Y		
		UNIFORM PANTS X 2		010 5-025-515	CLOTHING	103.65
I-006524187		POLO UNIFORM SHIRTS X 2	48.45			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: Y		
		POLO UNIFORM SHIRTS X 2		010 5-023-515	CLOTHING	48.45
		=== VENDOR TOTALS ===	3,034.75			

01-01499 GARY'S AUTOMOTIVE

I-201612014252		HEADLIGHT BULB	32.00			
11/29/2016	AP	DUE: 12/29/2016 DISC: 12/29/2016		1099: Y		
		HEADLIGHT BULB		010 5-023-680	VEHICLE-PARTS	17.00
		HEADLIGHT BULB LABOR		010 5-023-690	VEHICLE-LABOR	15.00
		=== VENDOR TOTALS ===	32.00			

01-01500 GARY'S CUSTOM AWARDS & SPORTS

I-0061782		NAME PLATES-FRITZ, HORN	20.00			
11/23/2016	AP	DUE: 12/23/2016 DISC: 12/23/2016		1099: N		
		NAME PLATES-FRITZ, HORN		010 5-041-515	CLOTHING	20.00
		=== VENDOR TOTALS ===	20.00			

01-51200 GE BETZ, INC.

I-98531162		AMINO ACID,OXYGEN REAGENTS	522.65			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		AMINO ACID,OXYGEN REAGENTS		800 5-030-525	CHEMICALS/FERTILIZERS/SE	522.65
		=== VENDOR TOTALS ===	522.65			

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-53990	GOOD NEWS PUBLISHING, INC.					
I-16163		11/16 HCGC ADVERTISING	78.50			
11/09/2016	AP	DUE: 12/09/2016 DISC: 12/09/2016		1099: N		
		11/16 HCGC ADVERTISING		370 5-000-482	PUBLIC NOTICES	78.50
		=== VENDOR TOTALS ===	78.50			
=====						
01-54032	GRAYBAR ELECTRIC COMPANY, INC.					
I-988535136		LINEMAN FALL RESTRAINTS	1,277.43			
11/23/2016	AP	DUE: 11/23/2016 DISC: 11/23/2016		1099: N		
		LINEMAN FALL RESTRAINTS		800 5-020-570	SAFETY EQUIPMENT	1,277.43
		=== VENDOR TOTALS ===	1,277.43			
=====						
01-54160	HACH COMPANY					
I-10184842		MONOCHLOR F REAGENT 100 PACK	184.35			
11/08/2016	AP	DUE: 12/08/2016 DISC: 12/08/2016		1099: N		
		MONOCHLOR F REAGENT 100 PACK		900 5-036-525	CHEMICALS/FERTILIZERS/SE	184.35
I-10211304		CHLORINE REAGENT	123.54			
11/29/2016	AP	DUE: 12/29/2016 DISC: 12/29/2016		1099: N		
		CHLORINE REAGENT		900 5-036-525	CHEMICALS/FERTILIZERS/SE	123.54
I-10213813		SAMPLE CELL MATCHED,SOLUTION	160.74			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		SAMPLE CELL MATCHED,SOLUTION		800 5-030-525	CHEMICALS/FERTILIZERS/SE	160.74
		=== VENDOR TOTALS ===	468.63			
=====						
01-01680	HALL, LEVY, DEVORE, BELL,					
I-201612064268		11/16 LEGAL SERVICES	3,203.00			
12/02/2016	AP	DUE: 1/01/2017 DISC: 1/01/2017		1099: Y		
		11/16 LEGAL SERVICES		010 5-013-478	PROFESSIONAL SERVICES	3,203.00
I-201612064269		11/16 CITY PROSECUTOR	1,562.50			
12/02/2016	AP	DUE: 1/01/2017 DISC: 1/01/2017		1099: Y		
		11/16 CITY PROSECUTOR		010 5-013-478	PROFESSIONAL SERVICES	1,562.50
		=== VENDOR TOTALS ===	4,765.50			

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-54272	HARRELL'S LLC					
I-INV00977027		WETTING AGENT FOR GREENS	450.00			
11/11/2016	AP	DUE: 11/11/2016 DISC: 11/11/2016		1099: N		
		WETTING AGENT FOR GREENS		370 5-000-525	CHEMICALS/FERTILIZERS/SE	450.00
		=== VENDOR TOTALS ===	450.00			
=====						
01-54323	HAWKINS, INC.					
I-3976183 RI		HYDRO ACID, POTASSIUM	5,140.50			
11/02/2016	AP	DUE: 11/02/2016 DISC: 11/02/2016		1099: N		
		HYDRO ACID, POTASSIUM		900 5-036-525	CHEMICALS/FERTILIZERS/SE	5,140.50
		=== VENDOR TOTALS ===	5,140.50			
=====						
01-60222	HD SUPPLY WATERWORKS, LTD.					
I-G318859		CLAMP X 6	1,717.34			
10/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		CLAMP X 6		900 5-026-555	PLUMBING SUPPLIES	1,717.34
I-G324351		CLAMP X 4	713.12			
10/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		CLAMP X 4		900 5-026-555	PLUMBING SUPPLIES	713.12
I-G328062		TAP FEE X 2	1,300.00			
10/27/2016	AP	DUE: 10/27/2016 DISC: 10/27/2016		1099: N		
		TAP FEE X 2		910 5-612-880	MAIN REPLACEMENTS	1,300.00
I-G328982		LEAK SMOKE BOMBS	138.75			
11/16/2016	AP	DUE: 11/16/2016 DISC: 11/16/2016		1099: N		
		LEAK SMOKE BOMBS		900 5-026-555	PLUMBING SUPPLIES	138.75
I-G329107		1-1/4" DEEP SOCKET X 2	112.50			
11/16/2016	AP	DUE: 11/16/2016 DISC: 11/16/2016		1099: N		
		1-1/4" DEEP SOCKET X 2		900 5-026-580	TOOLS	112.50
I-G342230		COUPLINGS, SETTER, BENDS	1,242.63			
10/27/2016	AP	DUE: 10/27/2016 DISC: 10/27/2016		1099: N		
		COUPLINGS, SETTER, BENDS		900 5-026-555	PLUMBING SUPPLIES	1,242.63
I-G347169		TAPPING FEE FOR 1ST MAIN	650.00			
11/04/2016	AP	DUE: 11/04/2016 DISC: 11/04/2016		1099: N		
		TAPPING FEE FOR 1ST MAIN		910 5-612-880	MAIN REPLACEMENTS	650.00
I-G363064		BLUE TRACER WIRE	130.00			
11/07/2016	AP	DUE: 11/07/2016 DISC: 11/07/2016		1099: N		
		BLUE TRACER WIRE		900 5-026-555	PLUMBING SUPPLIES	130.00

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-60222	HD	SUPPLY WATERWORKS, LTD.				( ** CONTINUED ** )
I-G363658		8" TAPPING VALVE AND FLANGE	754.35			
11/04/2016	AP	DUE: 11/04/2016 DISC: 11/04/2016		1099: N		
		8" TAPPING VALVE AND FLANGE		520 5-355-520	DEPARTMENT SUPPLIES	754.35
I-G372901		8" PVC PIPE, PIPE LUBE	1,806.50			
11/07/2016	AP	DUE: 11/07/2016 DISC: 11/07/2016		1099: N		
		8" PVC PIPE, PIPE LUBE		520 5-355-520	DEPARTMENT SUPPLIES	1,806.50
I-G388630		3-12" DESCALER PIPE CLEANER	274.86			
11/16/2016	AP	DUE: 11/16/2016 DISC: 11/16/2016		1099: N		
		3-12" DESCALER PIPE CLEANER		900 5-026-580	TOOLS	274.86
I-G412941		3/4" TUBING FOR 1ST ST MAIN	377.00			
11/16/2016	AP	DUE: 11/16/2016 DISC: 11/16/2016		1099: N		
		3/4" TUBING FOR 1ST ST MAIN		910 5-612-880	MAIN REPLACEMENTS	377.00
I-G437768		SOILTIGHT PIPE,FITTINGS,CPLNG	6,876.40			
11/16/2016	AP	DUE: 11/16/2016 DISC: 11/16/2016		1099: N		
		SOILTIGHT PIPE,FITTINGS,CPLNGS		910 5-612-880	MAIN REPLACEMENTS	6,876.40
I-G440538		1-1/1" MAG METER	1,462.50			
11/23/2016	AP	DUE: 11/23/2016 DISC: 11/23/2016		1099: N		
		1-1/1" MAG METER		900 5-026-840	METERS/INSTR/TRANFRMRS	1,462.50
I-G446717		VALVE BOXES COMPLETE	409.70			
11/30/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: N		
		VALVE BOXES COMPLETE		910 5-612-880	MAIN REPLACEMENTS	409.70
I-G448717		FLANGE KITS	738.37			
11/17/2016	AP	DUE: 11/17/2016 DISC: 11/17/2016		1099: N		
		FLANGE KITS		900 5-036-555	PLUMBING SUPPLIES	738.37
I-G450250		COUPLINGS	570.56			
11/17/2016	AP	DUE: 11/17/2016 DISC: 11/17/2016		1099: N		
		COUPLINGS		900 5-026-555	PLUMBING SUPPLIES	570.56
I-G493938		TAPPING SLEEVE	1,185.52			
11/30/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: N		
		TAPPING SLEEVE		520 5-355-520	DEPARTMENT SUPPLIES	1,185.52
		=== VENDOR TOTALS ===	20,460.10			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-54380	HERCULES INDUSTRIES, INC.					
I-95335		UTILITY LOCKS X 96	756.63			
11/08/2016	AP	DUE: 12/08/2016 DISC: 12/08/2016		1099: N		
		UTILITY LOCKS X 96		800 5-020-520	DEPARTMENT SUPPLIES	756.63
		=== VENDOR TOTALS ===	756.63			
=====						
01-54383	HERITAGE CRYSTAL CLEAN LLC					
I-14324142		30 GALLON DRUM MOUNT	376.24			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		30 GALLON DRUM MOUNT		800 5-030-520	DEPARTMENT SUPPLIES	376.24
		=== VENDOR TOTALS ===	376.24			
=====						
01-01750	HEYMANN IRON & METAL					
I-0015931		40 LBS PLATING	15.33			
10/05/2016	AP	DUE: 11/04/2016 DISC: 11/04/2016		1099: Y		
		40 LBS PLATING		800 5-030-520	DEPARTMENT SUPPLIES	15.33
		=== VENDOR TOTALS ===	15.33			
=====						
01-01770	HILLCREST GOLF COURSE PETTY CA					
I-1287		4 CASES BEER FROM BEST BVG	80.20			
11/09/2016	AP	DUE: 12/09/2016 DISC: 12/09/2016		1099: N		
		4 CASES BEER FROM BEST BVG		370 5-000-506	BEER-GOLF COURSE	80.20
I-1288		5 CASES OF BEER FROM LDF SALE	104.45			
11/15/2016	AP	DUE: 12/15/2016 DISC: 12/15/2016		1099: N		
		5 CASES OF BEER FROM LDF SALES		370 5-000-506	BEER-GOLF COURSE	104.45
I-1289		6 CASES OF BEER FROM BEST BVG	121.25			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		6 CASES OF BEER FROM BEST BVG		370 5-000-506	BEER-GOLF COURSE	121.25
		=== VENDOR TOTALS ===	305.90			
=====						
01-54545	HOLIDAY INN EXPRESS & SUITES S					
I-233		HOTEL X 6 ROOMS-WARTSILA TRNG	1,317.68			
11/17/2016	AP	DUE: 11/17/2016 DISC: 11/17/2016		1099: N		
		HOTEL X 6 ROOMS-WARTSILA TRNG		800 5-030-490	TRAVEL EXPENSE REIMBURSE	1,317.68
		=== VENDOR TOTALS ===	1,317.68			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-54605	HUBER & ASSOCIATES, INC.					
I-CW102700		ENTERPOL LOTUS TRVL MAINT	500.00			
11/18/2016	AP	DUE: 12/18/2016 DISC: 12/18/2016		1099: N		
		ENTERPOL LOTUS TRVL MAINT		510 5-000-448	EQUIPMENT-RENTAL/SERVICE	500.00
		=== VENDOR TOTALS ===	500.00			
=====						
01-54950	IAFC MEMBERSHIP					
I-124705		MEMBERSHIP DUES-R. ROESKY	209.00			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		MEMBERSHIP DUES-R. ROESKY		010 5-041-444	DUES/SUBSCRIPTION/PUBLIC	209.00
		=== VENDOR TOTALS ===	209.00			
=====						
01-54685	IBT, INC.					
I-6913315		BLACK SPRAY PAINT	72.81			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		BLACK SPRAY PAINT		450 5-000-520	DEPARTMENT SUPPLIES	72.81
		=== VENDOR TOTALS ===	72.81			
=====						
01-54780	INDEPENDENCE DAILY REPORTER					
I-201611224229		ANNUAL SUBSCRIPTION RENEWAL	111.95			
11/22/2016	AP	DUE: 12/22/2016 DISC: 12/22/2016		1099: N		
		ANNUAL SUBSCRIPTION RENEWAL		010 5-012-444	DUES/SUBSCRIPTION/PUBLIC	111.95
I-201612064277		11/16 HCGC ADVERTISING	112.80			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		11/16 HCGC ADVERTISING		370 5-000-482	PUBLIC NOTICES	112.80
		=== VENDOR TOTALS ===	224.75			
=====						
01-01930	ISHAM TRUE VALUE HARDWARE					
I-10451		ZIP TIES X 100	4.65			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		ZIP TIES X 100		800 5-020-520	DEPARTMENT SUPPLIES	4.65
I-10452		HOSE CLAMPS X 16	14.18			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		HOSE CLAMPS X 16		800 5-030-520	DEPARTMENT SUPPLIES	14.18
I-10453		SCREWS X 200	22.43			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		SCREWS X 200		800 5-020-520	DEPARTMENT SUPPLIES	22.43

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01930	ISHAM TRUE VALUE HARDWARE	( ** CONTINUED ** )				
I-10454		PIPE PASTE	11.29			
11/17/2016	AP	DUE: 12/17/2016 DISC: 12/17/2016		1099: N		
		PIPE PASTE		900 5-026-555	PLUMBING SUPPLIES	11.29
I-10455		INSULATION, DUCT TAPE, MENDER	30.96			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		INSULATION, DUCT TAPE, MENDER		900 5-037-520	DEPARTMENT SUPPLIES	30.96
I-10456		PLIERS	16.19			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		PLIERS		800 5-020-580	TOOLS	16.19
I-10457		EXTENSION CORDS-CHRISTMAS DEC	80.95			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		EXTENSION CORDS-CHRISTMAS DECO		800 5-020-520	DEPARTMENT SUPPLIES	80.95
I-10459		DOOR WEDGE ANCHORS	2.60			
11/22/2016	AP	DUE: 12/22/2016 DISC: 12/22/2016		1099: N		
		DOOR WEDGE ANCHORS		010 5-091-610	BUILDING MAINTENANCE	2.60
I-10460		WOOD HANDLE X 3	21.47			
11/22/2016	AP	DUE: 12/22/2016 DISC: 12/22/2016		1099: N		
		WOOD HANDLE X 3		010 5-041-580	TOOLS	21.47
I-10461		WATER FAUCETS X 2	13.12			
11/29/2016	AP	DUE: 12/29/2016 DISC: 12/29/2016		1099: N		
		WATER FAUCETS X 2		800 5-030-520	DEPARTMENT SUPPLIES	13.12
I-10462		ANCHORS X 25	4.11			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		ANCHORS X 25		800 5-020-520	DEPARTMENT SUPPLIES	4.11
		=== VENDOR TOTALS ===	221.95			
=====						
01-55157	J HARLEN COMPANY, INC.					
I-1163409		VINYL TOOL BAG	198.27			
11/08/2016	AP	DUE: 11/08/2016 DISC: 11/08/2016		1099: N		
		VINYL TOOL BAG		800 5-020-520	DEPARTMENT SUPPLIES	198.27
		=== VENDOR TOTALS ===	198.27			

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02001	JANA KASTLER					
I-201612074284		REIMBURSE BURGERS-VOLUNTEERS	91.75			
11/25/2016	AP	DUE: 11/25/2016 DISC: 11/25/2016		1099: N		
		REIMBURSE BURGERS-VOLUNTEERS		010 5-131-521	SPECIAL EVENTS	91.75
		=== VENDOR TOTALS ===	91.75			
=====						
01-01225	JASON DONALDSON					
I-201611224234		LUNCH-FT SCOTT-SLUDGE TRAININ	10.00			
11/15/2016	AP	DUE: 12/15/2016 DISC: 12/15/2016		1099: N		
		LUNCH-FT SCOTT-SLUDGE TRAINING		900 5-036-490	TRAVEL EXPENSE REIMBURSE	10.00
		=== VENDOR TOTALS ===	10.00			
=====						
01-55140	JCI INDUSTRIES, INC.					
I-8131862		SEWAGE PUMP	630.95			
11/22/2016	AP	DUE: 12/22/2016 DISC: 12/22/2016		1099: N		
		SEWAGE PUMP		900 5-037-850	OTHER EQUIPMENT	630.95
		=== VENDOR TOTALS ===	630.95			
=====						
01-00388	JESSE MOLEY					
I-201612064279		MEALS-PAOLA-BLUE COURAGE	49.00			
12/01/2016	AP	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		MEALS-PAOLA-BLUE COURAGE		010 5-023-490	TRAVEL EXPENSE REIMBURSE	49.00
		=== VENDOR TOTALS ===	49.00			
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01-04176	JOEY ISLE					
I-201612014253		LUNCH X 2-SPRNGFLD-EQUIP P/U	20.00			
11/29/2016	AP	DUE: 11/29/2016 DISC: 11/29/2016		1099: N		
		LUNCH X 2-SPRNGFLD-EQUIP P/U		010 5-163-490	TRAVEL EXPENSE REIMBURSE	20.00
		=== VENDOR TOTALS ===	20.00			
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01-01642	JON'S TIRE & WHEEL LLC					
I-C29740		8 MOUNTS	96.00			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: Y		
		4 MOUNTS		010 5-023-575	TIRES & TUBES	48.00
		4 MOUNTS		010 5-023-575	TIRES & TUBES	48.00
I-C29765		12R22.5 HANKOOK X 2	830.50			
12/01/2016	AP	DUE: 12/01/2016 DISC: 12/01/2016		1099: Y		
		12R22.5 HANKOOK X 2		010 5-041-575	TIRES & TUBES	830.50
		=== VENDOR TOTALS ===	926.50			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02422	JOSH MECOM					
I-201611284241		REIMBURSE UNIFORM SHOES	48.17			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		REIMBURSE UNIFORM SHOES		010 5-041-515	CLOTHING	48.17
		=== VENDOR TOTALS ===	48.17			

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01-55500	KANSAS CITY VALVE & FITTING CO					
I-1268607		VALVES X 2-BOILER #5 REPAIRS	605.90			
12/02/2016	AP	DUE: 1/01/2017 DISC: 1/01/2017		1099: N		
		VALVES X 2-BOILER #5 REPAIRS		800 5-030-620	EQUIPMENT MAINTENANCE	605.90
		=== VENDOR TOTALS ===	605.90			

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01-55607	KANSAS DEPARTMENT OF HEALTH AN					
I-201612054260		STORAGE TANK RENEWAL FEE	10.00			
12/05/2016	AP	DUE: 12/05/2016 DISC: 12/05/2016		1099: N		
		STORAGE TANK RENEWAL FEE		800 5-030-486	TAXES, LICENSES, PERMITS	10.00
		=== VENDOR TOTALS ===	10.00			

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01-55610	KANSAS DEPARTMENT OF REVENUE					
I-201611224230		10/16 HGC SALES TAX	697.44			
11/01/2016	AP	DRAFT 11/18/2016		1099: N		
		10/16 HGC SALES TAX		370 5-000-486	TAXES, LICENSES, PERMITS	697.44
		=== VENDOR TOTALS ===	697.44			

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01-55620	KANSAS DEPARTMENT OF REVENUE					
I-42645-1		10/16 STATE, CITY TAX	73,578.50			
11/01/2016	AP	DRAFT 11/17/2016		1099: N		
		10/16 STATE TAX		210 5-000-486	TAXES, LICENSES, PERMITS	44,197.37
		10/16 CITY TAX		210 5-000-486	TAXES, LICENSES, PERMITS	29,381.13
I-42645-2		11/16 ESTIMATED TAXES	1,000.00			
11/01/2016	AP	DRAFT 11/17/2016		1099: N		
		11/16 ESTIMATED STATE TAX		210 5-000-486	TAXES, LICENSES, PERMITS	500.00
		11/16 ESTIMATED CITY TAX		210 5-000-486	TAXES, LICENSES, PERMITS	500.00
		=== VENDOR TOTALS ===	74,578.50			

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-55700	KANSAS HIGHWAY PATROL					
I-6585876 - 6585900		KHP VINS	50.00			
11/17/2016	AP	DUE: 12/17/2016 DISC: 12/17/2016		1099: N		
		KHP VINS		250 5-000-424	CONTRACTUAL AGREEMENTS	50.00
		=== VENDOR TOTALS ===	50.00			

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01-55749	KANSAS MUNICIPAL ENERGY AGENCY					
I-KMEA-CO-16-11		CONFERENCE REGISTRATION X 4	500.00			
11/15/2016	AP	DUE: 11/15/2016 DISC: 11/15/2016		1099: N		
		CONF REGSTRN-SHOOK,RATZLAFF		800 5-040-428	CONFERENCES-SCHOOLS	250.00
		CONF REGSTRN-ONESLAGER		800 5-022-428	CONFERENCES-SCHOOLS	125.00
		CONF REGSTRN-LAWSON		800 5-030-428	CONFERENCES-SCHOOLS	125.00
		=== VENDOR TOTALS ===	500.00			

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01-55810	KANSAS ONE-CALL SYSTEM, INC.					
I-6110197		11/16 LOCATE FEES	176.00			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		11/16 LOCATE FEES-ELEC 50%		800 5-020-478	PROFESSIONAL SERVICES	88.00
		11/16 LOCATE FEES-WATER 25%		900 5-026-478	PROFESSIONAL SERVICES	44.00
		11/16 LOCATE FEES-WATER 25%		900 5-027-478	PROFESSIONAL SERVICES	44.00
		=== VENDOR TOTALS ===	176.00			

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01-59252	KANSAS SECURED TITLE, INC.					
I-MG0000856		CV-2016-01 1300 S. WALNUT	140.00			
11/14/2016	AP	DUE: 11/14/2016 DISC: 11/14/2016		1099: N		
		CV-2016-01 1300 S. WALNUT		010 5-132-478	PROFESSIONAL SERVICES	140.00
		=== VENDOR TOTALS ===	140.00			

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01-55880	KANSAS STATE FIREFIGHTERS ASSO					
I-1400		FIREFIGHTING BOOK, FLASH DRIV	99.25			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		FIREFIGHTING BOOK, FLASH DRIVE		010 5-041-444	DUES/SUBSCRIPTION/PUBLIC	99.25
		=== VENDOR TOTALS ===	99.25			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-59960	KANSAS STATE TREASURER					
I-201612024257		11/16 FEES, SURCHARGES	2,117.55			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		11/16 JUDICIAL EDUCATION		010 5-013-460	PAYMENTS TO STATE AGENCY	61.30
		11/16 LAW ENFORCEMENT TRNG		010 5-013-460	PAYMENTS TO STATE AGENCY	1,406.75
		11/16 DUI FINES		010 5-013-460	PAYMENTS TO STATE AGENCY	649.50
		=== VENDOR TOTALS ===	2,117.55			

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01-55946	KANSAS WATER OFFICE					
I-7091542		2017 WATER PURCHASE CONTRACT	15,000.00			
11/22/2016	AP	DUE: 12/22/2016 DISC: 12/22/2016		1099: N		
		2017 WATER PURCHASE CONTRACT		900 5-046-496	WATER PURCHASE/ELK CTY	15,000.00
		=== VENDOR TOTALS ===	15,000.00			

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01-02777	KENDAL FRANCIS					
I-201611304246		MEALS, MILES-TOPEKA-CPM GRAD	185.48			
11/30/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: N		
		MILEAGE-TOPEKA-CPM GRADUATION		010 5-012-490	TRAVEL EXPENSE REIMBURSE	168.48
		MEALS-TOPEKA-CPM GRADUATION		010 5-012-490	TRAVEL EXPENSE REIMBURSE	17.00
I-201611304247		MILEAGE-NEWTON-KACM CNFRNC	173.88			
11/30/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: N		
		MILEAGE-NEWTON-KACM CNFRNC		010 5-012-490	TRAVEL EXPENSE REIMBURSE	173.88
I-201612064280		MILEAGE-TOPEKA-LKM MEETING	168.48			
12/06/2016	AP	DUE: 12/06/2016 DISC: 12/06/2016		1099: N		
		MILEAGE-TOPEKA-LKM MEETING		010 5-012-490	TRAVEL EXPENSE REIMBURSE	168.48
		=== VENDOR TOTALS ===	527.84			

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01-55740	KMGAS GAS SUPPLY OPERATING FUND					
I-KMGA-CO-2016-11		11/16 ESTIMATED GAS CHARGES	104,905.28			
12/07/2016	AP	DUE: 1/06/2017 DISC: 1/06/2017		1099: N		
		11/16 ESTIMATED GAS CHARGES		800 5-030-535	FUEL-GAS PURCHASE	104,905.28
		=== VENDOR TOTALS ===	104,905.28			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00420	KWIN BROMLEY					
I-201612074285		FUEL, LUNCH-KC-DARE TRUCK	35.00			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		FUEL, LUNCH-KC-DARE TRUCK		010 5-023-490	TRAVEL EXPENSE REIMBURSE	35.00
		=== VENDOR TOTALS ===	35.00			

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01-56185	LANDMARK DODGE, INC.					
C-406069		TRADE-IN 2010 CHARGER FOR RAM	1,910.00CR			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		TRADE-IN 2010 CHARGER FOR RAM		110 5-023-875	VEHICLES	1,910.00CR
I-406069		2017 DODGE RAM TRUCK	25,910.00			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		2017 DODGE RAM TRUCK		110 5-023-875	VEHICLES	25,910.00
		=== VENDOR TOTALS ===	24,000.00			

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01-56329	LEAGUE OF KANSAS MUNICIPALITIE					
I-17-2		2017 DUES, KS GOVT JOURNAL	4,013.24			
12/01/2016	AP	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		2017 DUES		010 5-131-444	DUES/SUBSCRIPTION/PUBLIC	1,231.08
		2017 DUES		800 5-040-444	DUES/SUBSCRIPTION/PUBLIC	1,231.08
		2017 DUES		900 5-026-444	DUES/SUBSCRIPTION/PUBLIC	1,231.08
		KANSAS GOVERNMENT JOURNAL		010 5-011-444	DUES/SUBSCRIPTION/PUBLIC	100.00
		KANSAS GOVERNMENT JOURNAL		010 5-012-444	DUES/SUBSCRIPTION/PUBLIC	20.00
		KANSAS GOVERNMENT JOURNAL		010 5-013-444	DUES/SUBSCRIPTION/PUBLIC	20.00
		KANSAS GOVERNMENT JOURNAL		010 5-014-444	DUES/SUBSCRIPTION/PUBLIC	20.00
		KANSAS GOVERNMENT JOURNAL		010 5-015-444	DUES/SUBSCRIPTION/PUBLIC	20.00
		KANSAS GOVERNMENT JOURNAL		010 5-019-444	DUES/SUBSCRIPTION/PUBLIC	20.00
		KANSAS GOVERNMENT JOURNAL		010 5-023-444	DUES/SUBSCRIPTION/PUBLIC	20.00
		KANSAS GOVERNMENT JOURNAL		010 5-041-444	DUES/SUBSCRIPTION/PUBLIC	20.00
		KANSAS GOVERNMENT JOURNAL		010 5-071-444	DUES/SUBSCRIPTION/PUBLIC	20.00
		KANSAS GOVERNMENT JOURNAL		010 5-161-444	DUES/SUBSCRIPTION/PUBLIC	20.00
		KANSAS GOVERNMENT JOURNAL		800 5-040-444	DUES/SUBSCRIPTION/PUBLIC	20.00
		KANSAS GOVERNMENT JOURNAL		900 5-026-444	DUES/SUBSCRIPTION/PUBLIC	20.00
		=== VENDOR TOTALS ===	4,013.24			

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01-02190	LIEBERT BROTHERS ELECTRIC COMP					
I-201612014254		HEAT BULBS FOR BAR SCREEN ARE	102.29			
11/15/2016	AP	DUE: 12/15/2016 DISC: 12/15/2016		1099: N		
		HEAT BULBS FOR BAR SCREEN AREA		900 5-037-520	DEPARTMENT SUPPLIES	102.29
		=== VENDOR TOTALS ===	102.29			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-56500	LOCKE SUPPLY COMPANY					
I-30088571-00		PROGRAMMABLE THERMOSTATS	119.54			
11/18/2016	AP	DUE: 12/18/2016 DISC: 12/18/2016		1099: N		
		PROGRAMMABLE THERMOSTATS		010 5-071-520	DEPARTMENT SUPPLIES	119.54
		=== VENDOR TOTALS ===	119.54			

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01-02220	LOGAN & COMPANY, INC.					
I-2016532		PAY #12-MECHANICAL INSTALLTN	2,608.20			
11/17/2016	AP	DUE: 12/17/2016 DISC: 12/17/2016		1099: N		
		PAY #12-MECHANICAL INSTALLTN		890 5-030-862	PLANT IMPROVEMENTS	2,608.20
I-2016533		PAY #13-INSTALL HEAT TRACE	9,617.16			
11/17/2016	AP	DUE: 12/17/2016 DISC: 12/17/2016		1099: N		
		PAY #13-INSTALL HEAT TRACE		890 5-030-862	PLANT IMPROVEMENTS	9,617.16
I-2016534		PAY #14-OPEN SCR-NEW GEN	2,546.55			
11/17/2016	AP	DUE: 12/17/2016 DISC: 12/17/2016		1099: N		
		PAY #14-OPEN SCR-NEW GEN		890 5-030-862	PLANT IMPROVEMENTS	2,546.55
I-2016536		PAY #15-INSTALL HEAT TRACE	5,686.09			
11/22/2016	AP	DUE: 12/22/2016 DISC: 12/22/2016		1099: N		
		PAY #15-INSTALL HEAT TRACE		890 5-030-862	PLANT IMPROVEMENTS	5,686.09
		=== VENDOR TOTALS ===	20,458.00			

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01-01280	LOUIS EASLEY					
I-201611224235		CDL REIMBURSEMENT	28.00			
11/17/2016	AP	DUE: 12/17/2016 DISC: 12/17/2016		1099: N		
		CDL REIMBURSEMENT		900 5-027-486	TAXES,LICENSES,PERMITS	28.00
		=== VENDOR TOTALS ===	28.00			

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01-56808	MAYER EQUIPMENT & SUPPLY, LLC					
I-MES16206		WINCH	286.93			
11/10/2016	AP	DUE: 11/10/2016 DISC: 11/10/2016		1099: Y		
		WINCH		900 5-026-620	EQUIPMENT MAINTENANCE	286.93
		=== VENDOR TOTALS ===	286.93			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-56558	MCCARTY'S OFFICE MACHINES, INC					
I-V07232-00		CORRECTION TAPE X 12	55.45			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		CORRECTION TAPE X 12		800 5-030-550	OFFICE SUPPLIES	55.45
		=== VENDOR TOTALS ===	55.45			
=====						
01-02430	MED-ECON PHARMACY					
I-493878		UPS-WTP LAB TESTING	145.38			
11/29/2016	AP	DUE: 12/29/2016 DISC: 12/29/2016		1099: N		
		UPS-WTP LAB TESTING		900 5-036-550	OFFICE SUPPLIES	145.38
		=== VENDOR TOTALS ===	145.38			
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01-56909	METRO COURIER, INC.					
I-0098718-IN		LAB TEST TO KDHE	43.11			
11/15/2016	AP	DUE: 11/15/2016 DISC: 11/15/2016		1099: N		
		LAB TEST TO KDHE		900 5-036-550	OFFICE SUPPLIES	43.11
		=== VENDOR TOTALS ===	43.11			
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01-57100	MIDWEST MINERALS, INC.					
I-146554		305.5 TONS ROCK	2,245.45			
10/31/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: N		
		305.5 TONS ROCK		010 5-163-565	ROCK-SAND-DIRT	2,245.45
I-146555		235.55 TONS ROCK	1,731.33			
10/31/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: N		
		235.55 TONS ROCK		900 5-026-565	ROCK-SAND-DIRT	1,731.33
		=== VENDOR TOTALS ===	3,976.78			
=====						
01-03430	MIDWEST OFFICE					
I-1056205		METER READ CARDS X 1000	29.90			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		METER READ CARDS X 1000		010 5-017-520	DEPARTMENT SUPPLIES	29.90
I-1056235		BUSINESS CARDS-HEINZ, FELIX	50.00			
11/08/2016	AP	DUE: 12/08/2016 DISC: 12/08/2016		1099: N		
		BUSINESS CARDS-HEINZ, FELIX		010 5-018-550	OFFICE SUPPLIES	50.00
I-1059743		3-HOLE PUNCH	82.48			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		3-HOLE PUNCH		010 5-131-550	OFFICE SUPPLIES	82.48

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03430	MIDWEST OFFICE	( ** CONTINUED ** )				
I-1059771		TONER CARTRIDGE, COPY PAPER	175.05			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		TONER CARTRIDGE, COPY PAPER		010 5-041-550	OFFICE SUPPLIES	175.05
I-1060500		PURPLE HI-LITER	2.00			
11/23/2016	AP	DUE: 12/23/2016 DISC: 12/23/2016		1099: N		
		PURPLE HI-LITER		370 5-000-550	OFFICE SUPPLIES	2.00
I-1060517		4" 3-RING BINDER	6.79			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		4" 3-RING BINDER		900 5-026-550	OFFICE SUPPLIES	6.79
I-1060775		LEATHER DESK CHAIR	317.93			
11/29/2016	AP	DUE: 12/29/2016 DISC: 12/29/2016		1099: N		
		LEATHER DESK CHAIR		900 5-037-845	OFFICE FURNITURE & EQUIP	317.93
I-1061360		PLANNER X 6, GREEN NOTEBOOKS	104.46			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		PLANNER X 6, GREEN NOTEBOOKS		900 5-026-550	OFFICE SUPPLIES	104.46
I-1061473		COPY PAPER	53.44			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		COPY PAPER		800 5-030-550	OFFICE SUPPLIES	53.44
I-1062425		LABELS, POST ITS, FLAGS	85.62			
12/06/2016	AP	DUE: 1/05/2017 DISC: 1/05/2017		1099: N		
		LABELS, POST ITS, FLAGS		010 5-131-550	OFFICE SUPPLIES	85.62
I-1062494		NOTARY STAMP - A. BRINKER	23.50			
12/05/2016	AP	DUE: 1/04/2017 DISC: 1/04/2017		1099: N		
		NOTARY STAMP - A. BRINKER		010 5-071-550	OFFICE SUPPLIES	23.50
		=== VENDOR TOTALS ===	931.17			
=====						
01-57318	MODULAR SPACE CORPORATION					
I-501809037		CONSTRUCTN TRAILER REMOVAL	1,012.88			
11/09/2016	AP	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		CONSTRUCTN TRAILER REMOVAL		890 5-030-448	EQUIPMENT-RENTAL/SERVICE	1,012.88
		=== VENDOR TOTALS ===	1,012.88			

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=====						
01-02550	MONTGOMERY COUNTY ACTION COUNC					
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I-2016-4		4TH QTR 2016 SERVICE AGREEMEN	6,250.00			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		4TH QTR 2016 SERVICE AGREEMENT		130 5-000-424	CONTRACTUAL AGREEMENTS	6,250.00
		=== VENDOR TOTALS ===	6,250.00			

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01-52390	MONTGOMERY COUNTY TREASURER					
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I-201612024258		TITLE FEES, REGISTRATION X 2	59.50			
12/02/2016	AP	MANUAL CK# 003704 12/01/2016		1099: N		
		TITLE FEES, REGISTRATION		010 5-163-486	TAXES, LICENSES, PERMITS	29.75
		TITLE FEES, REGISTRATION		010 5-023-486	TAXES, LICENSES, PERMITS	29.75
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I-201612064270		2016 PROPERTY TAXES	14,325.60			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		2016 TAXES - 705 EAST 8TH		520 5-400-486	TAXES, LICENSES, PERMITS	68.38
		2016 TAXES - 0 EAST 4TH		520 5-400-486	TAXES, LICENSES, PERMITS	34.48
		2016 TAXES - 501 SOUTH MAPLE		520 5-400-486	TAXES, LICENSES, PERMITS	53.48
		2016 TAXES - 1876 CR 5300		520 5-400-486	TAXES, LICENSES, PERMITS	141.48
		2016 TAXES - 217 WEST 8TH		520 5-400-486	TAXES, LICENSES, PERMITS	32.80
		2016 TAXES - 1104 WEST 10TH		520 5-400-486	TAXES, LICENSES, PERMITS	54.64
		2016 TAXES - 206 WEST 2ND		520 5-400-486	TAXES, LICENSES, PERMITS	45.88
		2016 TAXES - 2601 N 5TH IND PK		800 5-030-486	TAXES, LICENSES, PERMITS	12,009.32
		2016 TAXES - 0 N 5TH IND PARK		800 5-030-486	TAXES, LICENSES, PERMITS	155.88
		2016 TAXES - 1102 WEST 10TH		520 5-400-486	TAXES, LICENSES, PERMITS	917.58
		2016 TAXES - 1405 SOUTH MAPLE		520 5-400-486	TAXES, LICENSES, PERMITS	43.10
		2016 TAXES - 120 WEST PAUL		520 5-400-486	TAXES, LICENSES, PERMITS	45.48
		2016 TAXES - 109 WEST ELDRIDGE		520 5-400-486	TAXES, LICENSES, PERMITS	46.46
		2016 TAXES - 2000 WOODLAND AVE		520 5-400-486	TAXES, LICENSES, PERMITS	573.58
		2016 TAXES - 1000 S GILLMAN		520 5-400-486	TAXES, LICENSES, PERMITS	103.06
		=== VENDOR TOTALS ===	14,385.10			

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01-57482	MYGOV, LLC					
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I-1960		12/16 USER LICENSES, SUPPORT	450.00			
12/01/2016	AP	DUE: 12/01/2016 DISC: 12/01/2016		1099: Y		
		12/16 SOFTWARE SUPPORT		010 5-045-424	CONTRACTUAL AGREEMENTS	125.00
		12/16 SOFTWARE SUPPORT		010 5-071-424	CONTRACTUAL AGREEMENTS	125.00
		12/16 USER LICENSE X 2		010 5-045-424	CONTRACTUAL AGREEMENTS	100.00
		12/16 USER LICENSE		010 5-041-424	CONTRACTUAL AGREEMENTS	50.00
		12/16 USER LICENSE		010 5-071-424	CONTRACTUAL AGREEMENTS	50.00
		=== VENDOR TOTALS ===	450.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02657	NADO ALLEY					
I-10226		EMBROIDER JEANS, SHIRTS	43.80			
11/30/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: N		
		EMBROIDER JEANS, SHIRTS		800 5-020-515	CLOTHING	43.80
		=== VENDOR TOTALS ===	43.80			
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01-02720	O'REILLY AUTOMOTIVE, INC.					
I-0144-148873		FUEL INJECTOR CLEANER	13.99			
11/02/2016	AP	DUE: 12/02/2016 DISC: 12/02/2016		1099: N		
		FUEL INJECTOR CLEANER		900 5-036-590	VEHICLE-EQUIP SUPPLIES	13.99
I-0144-149853		BALL JOINTS, SHOCKS	486.38			
11/08/2016	AP	DUE: 12/08/2016 DISC: 12/08/2016		1099: N		
		BALL JOINTS, SHOCKS		010 5-017-680	VEHICLE-PARTS	486.38
I-0144-150191		BALL JOINT PRESS	117.99			
11/10/2016	AP	DUE: 12/10/2016 DISC: 12/10/2016		1099: N		
		BALL JOINT PRESS		010 5-163-580	TOOLS	117.99
I-0144-150285		AIR PLUG, FILTERS	17.47			
11/10/2016	AP	DUE: 12/10/2016 DISC: 12/10/2016		1099: N		
		AIR PLUG, FILTERS		800 5-020-520	DEPARTMENT SUPPLIES	17.47
I-0144-150371		PAINT, THINNER, MIXING CUP X 2	129.08			
11/11/2016	AP	DUE: 12/11/2016 DISC: 12/11/2016		1099: N		
		PAINT, THINNER, MIXING CUP X 2		800 5-020-520	DEPARTMENT SUPPLIES	129.08
I-0144-150771		ANTI-FREEZE, HEATER HOSE	26.82			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		ANTI-FREEZE		900 5-036-590	VEHICLE-EQUIP SUPPLIES	16.99
		HEATER HOSE		900 5-036-680	VEHICLE-PARTS	9.83
I-0144-150779		HOSE QUICK DISCONNECT	6.59			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		HOSE QUICK DISCONNECT		900 5-037-620	EQUIPMENT MAINTENANCE	6.59
I-0144-150809		MANIFOLD SET	73.91			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		MANIFOLD SET		010 5-017-680	VEHICLE-PARTS	73.91
I-0144-150848		HARNESS	32.46			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		HARNESS		010 5-017-680	VEHICLE-PARTS	32.46
I-0144-151535		HINGE PIN KIT	6.99			
11/18/2016	AP	DUE: 12/18/2016 DISC: 12/18/2016		1099: N		
		HINGE PIN KIT		010 5-163-680	VEHICLE-PARTS	6.99

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02720	O'REILLY AUTOMOTIVE, INC.	( ** CONTINUED ** )				
I-0144-152379		WIPER BLADES	38.74			
11/23/2016	AP	DUE: 12/23/2016 DISC: 12/23/2016		1099: N		
		WIPER BLADES		010 5-163-590	VEHICLE-EQUIP SUPPLIES	38.74
I-0144-152866		WIPER BLADES	8.83			
11/27/2016	AP	DUE: 12/27/2016 DISC: 12/27/2016		1099: N		
		WIPER BLADES		010 5-023-590	VEHICLE-EQUIP SUPPLIES	8.83
I-0144-153389		ANTI-FREEZE TESTER	2.99			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		ANTI-FREEZE TESTER		010 5-163-580	TOOLS	2.99
I-0144-153406		PINTLE HOOK, FLOOR MATS	114.98			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		PINTLE HOOK		010 5-163-680	VEHICLE-PARTS	89.99
		FLOOR MATS		010 5-163-590	VEHICLE-EQUIP SUPPLIES	24.99
I-0144-153530		TURN SIGNAL CAM	6.56			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		TURN SIGNAL CAM		800 5-020-680	VEHICLE-PARTS	6.56
I-0144-153592		SYRINGE	7.99			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		SYRINGE		010 5-163-580	TOOLS	7.99
I-0144-153795		TRANSMISSION FLUID	10.78			
12/02/2016	AP	DUE: 1/01/2017 DISC: 1/01/2017		1099: N		
		TRANSMISSION FLUID		900 5-037-545	MOTOR FUELS/LUBRICANTS	10.78
		=== VENDOR TOTALS ===	1,102.55			

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01-57903	ONE BEACON INSURANCE GROUP					
I-201612064271		DEDUCTIBLE FOR CLAIM	5,000.00			
11/15/2016	AP	DUE: 11/15/2016 DISC: 11/15/2016		1099: N		
		DEDUCTIBLE FOR CLAIM		010 5-013-478	PROFESSIONAL SERVICES	5,000.00
		=== VENDOR TOTALS ===	5,000.00			

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01-02727	ORSCHLH COFFEYVILLE 36					
I-3344		K9 FOOD	44.99			
10/16/2016	AP	DUE: 10/16/2016 DISC: 10/16/2016		1099: N		
		K9 FOOD		010 5-023-520	DEPARTMENT SUPPLIES	44.99
I-3764		TARP FOR ROOF	53.99			
10/17/2016	AP	DUE: 10/17/2016 DISC: 10/17/2016		1099: N		
		TARP FOR ROOF		010 5-017-610	BUILDING MAINTENANCE	53.99

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02727	ORSCHLH	COFFEYVILLE 36				( ** CONTINUED ** )
I-3881		BULBS	17.99			
10/17/2016	AP	DUE: 10/17/2016 DISC: 10/17/2016		1099: N		
		BULBS		010 5-163-520	DEPARTMENT SUPPLIES	17.99
I-3981		NUTS, BOLTS, WASHERS	14.91			
10/18/2016	AP	DUE: 10/18/2016 DISC: 10/18/2016		1099: N		
		NUTS, BOLTS, WASHERS		010 5-163-585	TRAFFIC SIGN MATERIAL	14.91
I-4524		D-RING SURFACE MOUNT	15.98			
10/21/2016	AP	DUE: 10/21/2016 DISC: 10/21/2016		1099: N		
		D-RING SURFACE MOUNT		010 5-163-520	DEPARTMENT SUPPLIES	15.98
I-4775		BLEACH FOR WATER MAIN	8.94			
10/28/2016	AP	DUE: 10/28/2016 DISC: 10/28/2016		1099: N		
		BLEACH FOR WATER MAIN		910 5-612-880	MAIN REPLACEMENTS	8.94
I-5046		ANTIFREEZE, MOUSE TRAPS	39.36			
10/24/2016	AP	DUE: 10/24/2016 DISC: 10/24/2016		1099: N		
		MOUSE TRAPS		900 5-026-520	DEPARTMENT SUPPLIES	3.54
		ANTIFREEZE FOR WINTERIZATION		900 5-026-572	SUPPLIES-OTHER	35.82
I-5445		TARP, SPRAY PAINT	80.54			
10/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		TARP, SPRAY PAINT		520 5-355-520	DEPARTMENT SUPPLIES	80.54
I-5477		SCRAPER	24.99			
10/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		SCRAPER		010 5-163-580	TOOLS	24.99
I-5507		NYLON CORD FOR SIGN	9.99			
10/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		NYLON CORD FOR SIGN		520 5-355-520	DEPARTMENT SUPPLIES	9.99
I-6155		MUCK BOOTS	104.99			
11/09/2016	AP	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		MUCK BOOTS		900 5-026-515	CLOTHING	104.99
I-6320		SAFETY VEST, AA BATTERIES	33.98			
11/10/2016	AP	DUE: 11/10/2016 DISC: 11/10/2016		1099: N		
		SAFETY VEST		010 5-017-570	SAFETY EQUIPMENT	14.99
		AA BATTERIES		010 5-017-505	BATTERIES-NON VEHICLES	18.99
I-6516		SAFETY HASP X 2	13.98			
10/31/2016	AP	DUE: 10/31/2016 DISC: 10/31/2016		1099: N		
		SAFETY HASP X 2		010 5-163-520	DEPARTMENT SUPPLIES	13.98

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02727	ORSCHLH	COFFEYVILLE 36		( ** CONTINUED ** )		
I-6702		TARP STRAP X 2	3.58			
11/01/2016	AP	DUE: 11/01/2016 DISC: 11/01/2016		1099: N		
		TARP STRAP X 2		010 5-163-520	DEPARTMENT SUPPLIES	3.58
I-6714		HITCH MOUNT, BALL KIT	27.99			
11/01/2016	AP	DUE: 11/01/2016 DISC: 11/01/2016		1099: N		
		HITCH MOUNT, BALL KIT		010 5-163-520	DEPARTMENT SUPPLIES	27.99
I-7106		MUCK BOOTS	104.99			
11/03/2016	AP	DUE: 11/03/2016 DISC: 11/03/2016		1099: N		
		MUCK BOOTS		900 5-026-515	CLOTHING	104.99
I-7230		BOOTS, RAIN GEAR	139.98			
11/03/2016	AP	DUE: 11/03/2016 DISC: 11/03/2016		1099: N		
		BOOTS, RAIN GEAR		010 5-163-515	CLOTHING	139.98
I-7380		WASHER FLUID, GREASE FITTING	12.36			
11/04/2016	AP	DUE: 11/04/2016 DISC: 11/04/2016		1099: N		
		WASHER FLUID		010 5-163-590	VEHICLE-EQUIP SUPPLIES	5.97
		GREASE FITTING		010 5-163-520	DEPARTMENT SUPPLIES	6.39
I-8511-1		14 PC WRENCH SET	29.99			
11/10/2016	AP	DUE: 11/10/2016 DISC: 11/10/2016		1099: N		
		14 PC WRENCH SET		010 5-163-580	TOOLS	29.99
		=== VENDOR TOTALS ===	783.52			

01-02728 ORSCHLH COFFEYVILLE 36 - TAXA

C-6238		RETURN PAINT, THINNER	40.48CR			
11/09/2016	AP	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		RETURN PAINT, THINNER		800 5-020-520	DEPARTMENT SUPPLIES	40.48CR
I-5413		CLAMPS, VISE DRILL PRESS	69.03			
10/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		CLAMPS		800 5-020-620	EQUIPMENT MAINTENANCE	47.14
		WISE DRILL PRESS		800 5-020-580	TOOLS	21.89
I-5428		METAL PLATE, UTILITY BOX	1.84			
10/26/2016	AP	DUE: 10/26/2016 DISC: 10/26/2016		1099: N		
		METAL PLATE, UTILITY BOX		800 5-020-520	DEPARTMENT SUPPLIES	1.84
I-6190		PAINT, MINERAL SPIRITS, NIPPL	76.74			
11/09/2016	AP	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		PAINT, MINERAL SPIRITS, NIPPLE		800 5-020-520	DEPARTMENT SUPPLIES	76.74

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02728		ORSCHELN COFFEYVILLE 36 - TAXA( ** CONTINUED ** )				
I-6851		WIRE X 250'	114.96			
11/01/2016	AP	DUE: 11/01/2016 DISC: 11/01/2016		1099: N		
		WIRE X 250'		800 5-020-815	CONDUCTORS	114.96
I-8176		DISCHARGE HOSE, CLAMPS X 4	49.22			
11/07/2016	AP	DUE: 11/07/2016 DISC: 11/07/2016		1099: N		
		DISCHARGE HOSE, CLAMPS X 4		800 5-030-520	DEPARTMENT SUPPLIES	49.22
		=== VENDOR TOTALS ===	271.31			
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01-58037 PACE ANALYTICAL SERVICES, INC.

I-1660014049		LAB TESTS - WWTP	219.00			
10/20/2016	AP	DUE: 11/19/2016 DISC: 11/19/2016		1099: N		
		LAB TESTS - WWTP		900 5-037-478	PROFESSIONAL SERVICES	219.00
I-1660014158		LAB TESTS FOR WWTP	128.00			
10/21/2016	AP	DUE: 11/20/2016 DISC: 11/20/2016		1099: N		
		LAB TESTS FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	128.00
I-1660014327		LAB TESTS FOR WWTP	145.00			
10/24/2016	AP	DUE: 11/23/2016 DISC: 11/23/2016		1099: N		
		LAB TESTS FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	145.00
I-1660014442		LAB TESTS FOR WWTP	378.00			
10/26/2016	AP	DUE: 11/25/2016 DISC: 11/25/2016		1099: N		
		LAB TESTS FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	378.00
I-1660014962		LAB TESTS FOR WWTP	128.00			
11/01/2016	AP	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		LAB TESTS FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	128.00
I-1660014978		LAB TESTS FOR WWTP	145.00			
11/02/2016	AP	DUE: 12/02/2016 DISC: 12/02/2016		1099: N		
		LAB TESTS FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	145.00
		=== VENDOR TOTALS ===	1,143.00			
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01-58180 PEREGRINE CORPORATION

I-241839		11/8/16 LATE NOTICES	265.27			
11/10/2016	AP	DUE: 11/10/2016 DISC: 11/10/2016		1099: N		
		11/8/16 LATE NOTICES		010 5-017-478	PROFESSIONAL SERVICES	265.27
I-242981		11/17/16 UTILITY BILL PRINTIN	827.39			
11/21/2016	AP	DUE: 11/21/2016 DISC: 11/21/2016		1099: N		
		11/17/16 UTILITY BILL PRINTING		010 5-017-478	PROFESSIONAL SERVICES	827.39

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-58180	PEREGRINE CORPORATION	( ** CONTINUED ** )				
I-243308		11/22/16 LATE NOTICES	208.72			
11/22/2016	AP	DUE: 11/22/2016 DISC: 11/22/2016		1099: N		
		11/22/16 LATE NOTICES		010 5-017-478	PROFESSIONAL SERVICES	208.72
I-243373		2016 W2, 1099 FORMS	281.45			
11/22/2016	AP	DUE: 11/22/2016 DISC: 11/22/2016		1099: N		
		2016 W2 FORMS, ENVELOPES		010 5-019-520	DEPARTMENT SUPPLIES	224.02
		2016 1099 FORMS		010 5-016-520	DEPARTMENT SUPPLIES	57.43
I-243633		11/23/16 UTILITY BILL PRINTIN	656.38			
11/28/2016	AP	DUE: 11/28/2016 DISC: 11/28/2016		1099: N		
		11/23/16 UTILITY BILL PRINTING		010 5-017-478	PROFESSIONAL SERVICES	656.38
		=== VENDOR TOTALS ===	2,239.21			
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01-58393	POOR BOY TREE SERVICE, INC.					
I-201611164219		TREE TRIMMING THRU 11/11/16	4,345.83			
11/11/2016	AP	DUE: 11/11/2016 DISC: 11/11/2016		1099: N		
		TREE TRIMMING THRU 11/11/16		800 5-020-424	CONTRACTUAL AGREEMENTS	4,345.83
I-201611214222		TREE TRIMMING THRU 11/18/16	3,381.92			
11/18/2016	AP	DUE: 11/18/2016 DISC: 11/18/2016		1099: N		
		TREE TRIMMING THRU 11/18/16		800 5-020-424	CONTRACTUAL AGREEMENTS	3,381.92
I-201611304245		TREE TRIMMING THRU 11/25/16	3,391.00			
11/25/2016	AP	DUE: 11/25/2016 DISC: 11/25/2016		1099: N		
		TREE TRIMMING THRU 11/25/16		800 5-020-424	CONTRACTUAL AGREEMENTS	3,391.00
		=== VENDOR TOTALS ===	11,118.75			
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01-58212	PROFESSIONAL ENGINEERING CONSU					
I-514165		PAY #7-WILSHIRE-1ST CURB	2,493.96			
11/18/2016	AP	DUE: 11/18/2016 DISC: 11/18/2016		1099: N		
		PAY #7-WILSHIRE-1ST CURB		520 5-220-478	PROFESSIONAL SERVICES	2,493.96
		=== VENDOR TOTALS ===	2,493.96			
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01-58700	R & R PRODUCTS, INC.					
I-CD2074788		BEDKNIVES, SCREWS	299.66			
11/18/2016	AP	DUE: 12/18/2016 DISC: 12/18/2016		1099: N		
		BEDKNIVES, SCREWS		370 5-000-620	EQUIPMENT MAINTENANCE	70.61
		BEDKNIVES, SCREWS		370 5-000-620	EQUIPMENT MAINTENANCE	41.36
		BEDKNIVES, SCREWS		370 5-000-620	EQUIPMENT MAINTENANCE	177.61
		SCREWS		370 5-000-620	EQUIPMENT MAINTENANCE	10.08
		=== VENDOR TOTALS ===	299.66			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-60930		R.W. VAUGHT TECHNICAL SERVICES				
I-15-271		TRANSDUCER-PFISTER PUMP STN	359.46			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: Y		
		TRANSDUCER-PFISTER PUMP STN		900 5-036-620	EQUIPMENT MAINTENANCE	359.46
		=== VENDOR TOTALS ===	359.46			

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01-03107		RAY HEINZ				
I-201611224231		MEALS, MILES, PARKING-SPICEWR	208.29			
11/21/2016	AP	MANUAL CK# 003702 11/21/2016		1099: N		
		MEALS-AUSTIN, TX-SPICEWORLD		010 5-018-490	TRAVEL EXPENSE REIMBURSE	106.00
		AIRPORT PARKING-SPICEWORLD		010 5-018-490	TRAVEL EXPENSE REIMBURSE	24.00
		AIRPORT MILES-SPICEWORLD		010 5-018-490	TRAVEL EXPENSE REIMBURSE	78.29
		=== VENDOR TOTALS ===	208.29			

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01-58878		RICK TRIMBLE				
I-201612014251		2008 FORD F550 DUMP TRUCK	32,500.00			
11/22/2016	AP	MANUAL CK# 003703 11/22/2016		1099: N		
		2008 FORD F550 DUMP TRUCK		500 5-163-875	VEHICLES	32,500.00
		=== VENDOR TOTALS ===	32,500.00			

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01-58970		ROMANS MOTOR COMPANY, INC.				
I-117406		TURN SIGNAL SWITCH	46.20			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		TURN SIGNAL SWITCH		800 5-020-680	VEHICLE-PARTS	46.20
		=== VENDOR TOTALS ===	46.20			

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01-03251		RURAL WATER DISTRICT NO. 6				
I-201611284243		12/16 WATER USAGE-AIRPORT	15.00			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		12/16 WATER USAGE-AIRPORT		360 5-000-494	UTILITIES	15.00
I-201611284244		12/16 WATER USAGE-DEWEY PRPRT	15.00			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		12/16 WATER USAGE-DEWEY PRPRTY		010 5-131-494	UTILITIES	15.00
		=== VENDOR TOTALS ===	30.00			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-59125		SANDBAGGER GOLF & TURF				
I-12311		CART WINDSHIELD SUPPORT BRACK	220.00			
11/22/2016	AP	DUE: 12/22/2016 DISC: 12/22/2016		1099: N		
		CART WINDSHIELD SUPPORT BRACKT		370 5-000-620	EQUIPMENT MAINTENANCE	220.00
		=== VENDOR TOTALS ===	220.00			
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01-03387 SEK MEDIA, LLC

I-24-00013-0010		11/16 KGGF ADVERTISING	276.00			
11/30/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: Y		
		11/16 KGGF ADVERTISING		010 5-131-478	PROFESSIONAL SERVICES	151.80
		11/16 KGGF ADVERTISING		370 5-000-478	PROFESSIONAL SERVICES	11.04
		11/16 KGGF ADVERTISING		450 5-000-478	PROFESSIONAL SERVICES	2.76
		11/16 KGGF ADVERTISING		720 5-000-478	PROFESSIONAL SERVICES	13.80
		11/16 KGGF ADVERTISING		760 5-000-478	PROFESSIONAL SERVICES	13.80
		11/16 KGGF ADVERTISING		800 5-040-478	PROFESSIONAL SERVICES	41.40
		11/16 KGGF ADVERTISING		900 5-046-478	PROFESSIONAL SERVICES	20.70
		11/16 KGGF ADVERTISING		900 5-047-478	PROFESSIONAL SERVICES	20.70
I-24-00014-00010		11/16 KUSN ADVERTISING	276.00			
11/30/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: Y		
		11/16 KUSN ADVERTISING		010 5-131-478	PROFESSIONAL SERVICES	151.80
		11/16 KUSN ADVERTISING		370 5-000-478	PROFESSIONAL SERVICES	11.04
		11/16 KUSN ADVERTISING		450 5-000-478	PROFESSIONAL SERVICES	2.76
		11/16 KUSN ADVERTISING		720 5-000-478	PROFESSIONAL SERVICES	13.80
		11/16 KUSN ADVERTISING		760 5-000-478	PROFESSIONAL SERVICES	13.80
		11/16 KUSN ADVERTISING		800 5-040-478	PROFESSIONAL SERVICES	41.40
		11/16 KUSN ADVERTISING		900 5-046-478	PROFESSIONAL SERVICES	20.70
		11/16 KUSN ADVERTISING		900 5-047-478	PROFESSIONAL SERVICES	20.70
		=== VENDOR TOTALS ===	552.00			
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01-01541 SHANE GEORGE

I-201611224236		LUNCH-FT SCOTT-SLUDGE TRAININ	10.00			
11/15/2016	AP	DUE: 12/15/2016 DISC: 12/15/2016		1099: N		
		LUNCH-FT SCOTT-SLUDGE TRAINING		900 5-036-490	TRAVEL EXPENSE REIMBURSE	10.00
		=== VENDOR TOTALS ===	10.00			
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01-03460 SHERWIN WILLIAMS COMPANY

I-3696-0		5 G PAINT,LINERS,ROLLERS,SPOU	259.61			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		5 G PAINT,LINERS,ROLLERS,SPOUT		010 5-163-520	DEPARTMENT SUPPLIES	259.61

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01-03460 SHERWIN WILLIAMS COMPANY ( \*\* CONTINUED \*\* )

I-4068-1		5 G PAINT FOR FLOAT,RESPIRATO	196.49			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		5 G PAINT FOR FLOAT,RESPIRATOR		010 5-163-520	DEPARTMENT SUPPLIES	196.49
=== VENDOR TOTALS ===			456.10			

01-59035 SMC ELECTRIC SUPPLY

I-51059409-00		LED FLOOD LIGHTS X 3-NEW GEN	1,100.42			
11/10/2016	AP	DUE: 12/10/2016 DISC: 12/10/2016		1099: N		
		LED FLOOD LIGHTS X 3-NEW GEN		800 5-030-530	ELECTRICAL	1,100.42
I-51059426-00		HYDRAULIC CUTTER TOOL REPAIR	679.12			
11/09/2016	AP	DUE: 12/09/2016 DISC: 12/09/2016		1099: N		
		HYDRAULIC CUTTER TOOL REPAIR		800 5-020-620	EQUIPMENT MAINTENANCE	679.12
I-51059684-00		CHRISTMAS LIGHTS FOR DOWNTOWN	1,595.00			
11/15/2016	AP	DUE: 12/15/2016 DISC: 12/15/2016		1099: N		
		CHRISTMAS LIGHTS FOR DOWNTOWN		800 5-020-572	SUPPLIES-OTHER	1,595.00
=== VENDOR TOTALS ===			3,374.54			

01-59629 SNAPPY LOGOS

I-165228A		POLICE PATCH X 200	287.00			
11/09/2016	AP	DUE: 11/09/2016 DISC: 11/09/2016		1099: N		
		POLICE PATCH X 200		010 5-023-515	CLOTHING	287.00
=== VENDOR TOTALS ===			287.00			

01-03530 SONIC

I-1		BURGERS, TOTS-VOLUNTEERS	97.75			
11/26/2016	AP	DUE: 12/26/2016 DISC: 12/26/2016		1099: N		
		BURGERS, TOTS-VOLUNTEERS		010 5-131-521	SPECIAL EVENTS	97.75
I-2-1		BURGERS, TOTS-VOLUNTEERS	97.75			
11/26/2016	AP	DUE: 12/26/2016 DISC: 12/26/2016		1099: N		
		BURGERS, TOTS-VOLUNTEERS		010 5-131-521	SPECIAL EVENTS	97.75
=== VENDOR TOTALS ===			195.50			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-59800	SOUTHWESTERN POWER ADMINISTRAT					
I-17-105		11/16 ENERGY PURCHASE	10,850.48			
12/06/2016	AP	DUE: 1/05/2017 DISC: 1/05/2017		1099: N		
		11/16 ENERGY PURCHASE		800 5-030-538	ENERGY-PURCHASE FIRM	10,850.48
		=== VENDOR TOTALS ===	10,850.48			
=====						

01-59079	STERLING CONSTRUCTION					
I-201612064272		REPAINT/RESTORE POOL DECK	54,100.00			
11/22/2016	AP	DUE: 11/22/2016 DISC: 11/22/2016		1099: Y		
		REPAINT/RESTORE POOL DECK		520 5-000-842	PARK IMPROVEMENTS	54,100.00
		=== VENDOR TOTALS ===	54,100.00			
=====						

01-60004	STORAGE BATTERY SYSTEMS, INC.					
I-578500		RUBBER BOOT-HYDROMETER	225.00			
11/10/2016	AP	DUE: 11/10/2016 DISC: 11/10/2016		1099: N		
		RUBBER BOOT-HYDROMETER		800 5-030-520	DEPARTMENT SUPPLIES	225.00
		=== VENDOR TOTALS ===	225.00			
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01-60006	STREAKWAVE WIRELESS, INC.					
I-607537		INTERNAL WIFI ROUTER	271.95			
10/20/2016	AP	DUE: 10/20/2016 DISC: 10/20/2016		1099: N		
		INTERNAL WIFI ROUTER		500 5-310-845	OFFICE FURNITURE & EQUIP	271.95
I-614492		BI-DIRECTIONAL SFP MODULES	355.54			
11/23/2016	AP	DUE: 11/23/2016 DISC: 11/23/2016		1099: N		
		BI-DIRECTIONAL SFP MODULES		500 5-310-845	OFFICE FURNITURE & EQUIP	355.54
		=== VENDOR TOTALS ===	627.49			
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01-03645	STRIMPLE SIGN & OUTDOOR POWER,					
I-27342		SHAFT, BEARING, STEERING MOUNT	175.90			
11/29/2016	AP	DUE: 12/29/2016 DISC: 12/29/2016		1099: N		
		POWER SHAFT, BEARING		010 5-163-620	EQUIPMENT MAINTENANCE	129.35
		STEERING LEVER MOUNT		010 5-163-620	EQUIPMENT MAINTENANCE	46.55
I-27347		DECALS	70.00			
12/05/2016	AP	DUE: 1/04/2017 DISC: 1/04/2017		1099: N		
		DECALS		010 5-163-590	VEHICLE-EQUIP SUPPLIES	70.00
		=== VENDOR TOTALS ===	245.90			

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=====						
01-03770		THOMPSON BROTHERS SUPPLIES, IN				
I-684985		SANDING DISCS	9.23			
11/10/2016	AP	DUE: 12/10/2016 DISC: 12/10/2016		1099: N		
		SANDING DISCS		800 5-020-520	DEPARTMENT SUPPLIES	9.23
I-685546		SOAPSTONE	56.59			
11/18/2016	AP	DUE: 12/18/2016 DISC: 12/18/2016		1099: N		
		SOAPSTONE		010 5-163-520	DEPARTMENT SUPPLIES	56.59
I-685674		COMPRESSED HYDROGEN X 20	518.50			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		COMPRESSED HYDROGEN X 20		800 5-030-525	CHEMICALS/FERTILIZERS/SE	518.50
I-685923		COMPRESSED NITROGEN-B SUB	29.02			
11/23/2016	AP	DUE: 12/23/2016 DISC: 12/23/2016		1099: N		
		COMPRESSED NITROGEN-B SUB		800 5-020-525	CHEMICALS/FERTILIZERS/SE	29.02
I-685928		COMPRESSED NITROGEN-PP SUB	32.80			
11/23/2016	AP	DUE: 12/23/2016 DISC: 12/23/2016		1099: N		
		COMPRESSED NITROGEN-PP SUB		800 5-020-525	CHEMICALS/FERTILIZERS/SE	32.80
I-686485		COMPRESSED HYDROGEN X 20	518.50			
12/05/2016	AP	DUE: 1/04/2017 DISC: 1/04/2017		1099: N		
		COMPRESSED HYDROGEN X 20		800 5-030-525	CHEMICALS/FERTILIZERS/SE	518.50
I-686530		COMPRESSED NITROGEN	19.17			
12/05/2016	AP	DUE: 1/04/2017 DISC: 1/04/2017		1099: N		
		COMPRESSED NITROGEN		800 5-030-525	CHEMICALS/FERTILIZERS/SE	19.17
I-BO 30789		SAFETY GLASSES X 12	48.00			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		SAFETY GLASSES X 12		010 5-163-570	SAFETY EQUIPMENT	48.00
I-RN16110073		CYLINDER RENTAL	723.25			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		CYLINDER RENTAL		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	723.25
I-RN16110074		HELIUM CYLINDER LEASE	52.95			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		HELIUM CYLINDER LEASE		450 5-000-448	EQUIPMENT-RENTAL/SERVICE	52.95
I-RN16110075		CYLINDER RENTAL	32.50			
11/30/2016	AP	DUE: 12/30/2016 DISC: 12/30/2016		1099: N		
		CYLINDER RENTAL		010 5-163-448	EQUIPMENT-RENTAL/SERVICE	32.50
		=== VENDOR TOTALS ===	2,040.51			

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=====						
01-60174	TLC GROUNDSKEEPING LLC					
I-7636		10/16 AIRPORT MOWING, BRUSHHO	2,200.00			
11/03/2016	AP	DUE: 11/03/2016 DISC: 11/03/2016		1099: Y		
		10/16 AIRPORT MOWING, BRUSHHOG		360 5-000-478	PROFESSIONAL SERVICES	2,200.00
		=== VENDOR TOTALS ===	2,200.00			

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01-03810	TOOL SUPPLY, INC.					
I-0087743-00		HEX BUSHINGS X 2-BOILER #5	6.78			
11/08/2016	AP	DUE: 12/08/2016 DISC: 12/08/2016		1099: N		
		HEX BUSHINGS X 2-BOILER #5		800 5-030-620	EQUIPMENT MAINTENANCE	6.78
I-0087761-00		STRAPPING MATERIAL FOR SIGNS	57.00			
11/09/2016	AP	DUE: 12/09/2016 DISC: 12/09/2016		1099: N		
		STRAPPING MATERIAL FOR SIGNS		010 5-163-585	TRAFFIC SIGN MATERIAL	57.00
I-0087817-00		PIPE TAP,CHISEL,SAW BLADE X 1	90.35			
11/16/2016	AP	DUE: 12/16/2016 DISC: 12/16/2016		1099: N		
		PIPE TAP,CHISEL,SAW BLADE X 10		800 5-030-520	DEPARTMENT SUPPLIES	90.35
I-0087849-00		NIPPLES,BUSHING-BLR #4 REPAIR	6.40			
11/22/2016	AP	DUE: 12/22/2016 DISC: 12/22/2016		1099: N		
		NIPPLES,BUSHING-BLR #4 REPAIR		800 5-030-620	EQUIPMENT MAINTENANCE	6.40
I-0087856-00		NEOPRENE SHEETS FOR GASKETS	61.86			
11/22/2016	AP	DUE: 12/22/2016 DISC: 12/22/2016		1099: N		
		NEOPRENE SHEETS FOR GASKETS		800 5-030-520	DEPARTMENT SUPPLIES	61.86
I-0087909-00		1/2" STEEL SEAL	6.50			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		1/2" STEEL SEAL		010 5-163-520	DEPARTMENT SUPPLIES	6.50
I-0087916-00		GAS HEATER VACUUM GAUGE-GEN#2	15.17			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		GAS HEATER VACUUM GAUGE-GEN#2		800 5-030-620	EQUIPMENT MAINTENANCE	15.17
		=== VENDOR TOTALS ===	244.06			

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01-60410	TOTAH COMMUNICATIONS, INC.					
I-201612064273		12/16 E911 - TYRO	26.63			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		12/16 E911 - TYRO		510 5-000-416	COMMUNICATIONS	26.63
I-201612064274		12/16 E911 - LIBERTY	26.63			
12/01/2016	AP	DUE: 12/31/2016 DISC: 12/31/2016		1099: N		
		12/16 E911 - LIBERTY		510 5-000-416	COMMUNICATIONS	26.63
		=== VENDOR TOTALS ===	53.26			

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=====						
01-03840		TRI-STATE ELECTRIC SUPPLY COMP				
I-112948-00		BUSS FUSE X 4-NEW GEN	69.12			
11/08/2016	AP	DUE: 12/08/2016 DISC: 12/08/2016		1099: N		
		BUSS FUSE X 4-NEW GEN		800 5-030-530	ELECTRICAL	69.12
I-112988-00		WIRING FOR TEMP SVC-NEW GEN	155.77			
11/08/2016	AP	DUE: 12/08/2016 DISC: 12/08/2016		1099: N		
		WIRING FOR TEMP SVC-NEW GEN		800 5-030-520	DEPARTMENT SUPPLIES	155.77
I-113000-00		RELAY SOCKETS X 10	47.41			
11/15/2016	AP	DUE: 12/15/2016 DISC: 12/15/2016		1099: N		
		RELAY SOCKETS X 10		800 5-030-520	DEPARTMENT SUPPLIES	47.41
I-113022-00		8' CORDS,4' BULBS, FIXTURE	134.94			
11/08/2016	AP	DUE: 12/08/2016 DISC: 12/08/2016		1099: N		
		8' CORDS,4' BULBS, FIXTURE		010 5-163-530	ELECTRICAL	134.94
I-113023-00		FLUORESCENT BULBS	11.16			
11/08/2016	AP	DUE: 12/08/2016 DISC: 12/08/2016		1099: N		
		FLUORESCENT BULBS		010 5-163-520	DEPARTMENT SUPPLIES	11.16
I-113085-00		LIGHT BULBS X 400-PP SIGN	390.35			
11/15/2016	AP	DUE: 12/15/2016 DISC: 12/15/2016		1099: N		
		LIGHT BULBS X 400-PP SIGN		800 5-030-530	ELECTRICAL	390.35
I-113127-00		6V 4.5 AMP BATTERY	30.04			
11/15/2016	AP	DUE: 12/15/2016 DISC: 12/15/2016		1099: N		
		6V 4.5 AMP BATTERY		010 5-025-620	EQUIPMENT MAINTENANCE	30.04
I-113160-00		BEAM CLAMPS X 10	6.74			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		BEAM CLAMPS X 10		800 5-030-520	DEPARTMENT SUPPLIES	6.74
I-113218-00		LIGHT BULBS X 5	118.53			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		LIGHT BULBS X 5		800 5-030-530	ELECTRICAL	118.53
I-113220-00		ADAPTER,WIRE,BLADES,BUSHINGS	379.58			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		ADAPTER,WIRE,BLADES,BUSHINGS		800 5-020-520	DEPARTMENT SUPPLIES	379.58
I-113221-00		FLUORESCENT BULBS	18.07			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		FLUORESCENT BULBS		900 5-037-530	ELECTRICAL	18.07
I-113222-00		SODUM BALLAST	208.18			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		SODUM BALLAST		010 5-163-530	ELECTRICAL	208.18

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-03840		TRI-STATE ELECTRIC SUPPLY COMP( ** CONTINUED ** )				
I-113223-00		DIRECT WIRE BULBS	25.58			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		DIRECT WIRE BULBS		010 5-163-530	ELECTRICAL	25.58
I-113224-00		BULBS	94.76			
11/28/2016	AP	DUE: 12/28/2016 DISC: 12/28/2016		1099: N		
		BULBS		140 5-134-610	BUILDING MAINTENANCE	94.76
		=== VENDOR TOTALS ===	1,690.23			

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01-03832		TYLER HAGEBUSCH				
I-201612064281		MEALS-PAOLA-BLUE COURAGE	49.00			
12/03/2016	AP	DUE: 12/03/2016 DISC: 12/03/2016		1099: N		
		MEALS-PAOLA-BLUE COURAGE		010 5-023-490	TRAVEL EXPENSE REIMBURSE	49.00
		=== VENDOR TOTALS ===	49.00			

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01-60800		U.S. BANK EQUIPMENT FINANCE, I				
I-318768090		COPIER LEASE X 2	382.68			
11/29/2016	AP	DUE: 11/29/2016 DISC: 11/29/2016		1099: N		
		COPIER LEASE - ADMIN		010 5-131-448	EQUIPMENT-RENTAL/SERVICE	325.28
		COPIER LEASE - DETECTIVES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	57.40
		=== VENDOR TOTALS ===	382.68			

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01-60612		ULINE				
I-82116806		BUBBLE WRAP FOR SHIPPING	110.49			
11/21/2016	AP	DUE: 11/21/2016 DISC: 11/21/2016		1099: N		
		BUBBLE WRAP FOR SHIPPING		800 5-020-520	DEPARTMENT SUPPLIES	110.49
		=== VENDOR TOTALS ===	110.49			

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01-60726		UPS				
I-00001652XV486		ENGNR DSIGN,BURNS&MAC,KC VALV	75.38			
11/26/2016	AP	DUE: 11/26/2016 DISC: 11/26/2016		1099: N		
		ENGNR DSIGN,BURNS&MAC,KC VALVE		800 5-030-550	OFFICE SUPPLIES	60.99
		PROTECTIVE EQUIPMNT TESTING		800 5-020-550	OFFICE SUPPLIES	14.39
		=== VENDOR TOTALS ===	75.38			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-60850	USA	BLUEBOOK				
I-109853		AMMONIA, ELECTRODE SOLUTION	217.23			
11/14/2016	AP	DUE: 12/14/2016 DISC: 12/14/2016		1099: N		
		AMMONIA, ELECTRODE SOLUTION		900 5-037-525	CHEMICALS/FERTILIZERS/SE	217.23
		=== VENDOR TOTALS ===	217.23			
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01-58220	VICTOR L.	PHILLIPS COMPANY				
I-IJ72491		CASE FUEL PUMP, GASKET	68.21			
11/18/2016	AP	DUE: 12/18/2016 DISC: 12/18/2016		1099: N		
		CASE FUEL PUMP, GASKET		900 5-027-620	EQUIPMENT MAINTENANCE	68.21
		=== VENDOR TOTALS ===	68.21			
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01-03925	VWP	LAWN CARE				
I-201611284242		WEED LOT MOWING THRU 11/29	322.00			
11/29/2016	AP	DUE: 12/29/2016 DISC: 12/29/2016		1099: Y		
		WEED LOT MOWING THRU 11/29		700 5-000-424	CONTRACTUAL AGREEMENTS	322.00
		=== VENDOR TOTALS ===	322.00			
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01-04010	WALMART	COMMUNITY BRC				
C-06644		RETURN CRINKLE FRIES	8.96CR			
10/31/2016	AP	DUE: 10/31/2016 DISC: 10/31/2016		1099: N		
		RETURN CRINKLE FRIES		370 5-000-507	CONCESSIONS	8.96CR
I-01465		BLEACH, PADS, WATER	23.55			
10/28/2016	AP	DUE: 11/27/2016 DISC: 11/27/2016		1099: N		
		BLEACH, PADS		900 5-037-520	DEPARTMENT SUPPLIES	14.75
		DISTILLED WATER FOR LAB		900 5-037-525	CHEMICALS/FERTILIZERS/SE	8.80
I-03408		AIR FRESH, SOAP, PENS, CLIPS	88.29			
11/01/2016	AP	DUE: 12/01/2016 DISC: 12/01/2016		1099: N		
		AIR FRESH, SOAP, SUGAR, LYSOL		800 5-020-520	DEPARTMENT SUPPLIES	64.60
		LEGAL PADS, PENS, CLIPS		800 5-020-550	OFFICE SUPPLIES	23.69
I-03438		AIR FRESH, WIPES	34.54			
11/08/2016	AP	DUE: 12/08/2016 DISC: 12/08/2016		1099: N		
		AIR FRESH, WIPES		010 5-091-520	DEPARTMENT SUPPLIES	34.54
I-03661		BURGERS, BUNS, HOSE, CLIPS	84.63			
10/17/2016	AP	DUE: 11/16/2016 DISC: 11/16/2016		1099: N		
		CLIPS		370 5-000-550	OFFICE SUPPLIES	2.31
		WATER HOSE		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	16.84
		BURGERS, FRIES, WATER		370 5-000-507	CONCESSIONS	56.48
		TEES		370 5-000-508	PRO SHOP SUPPLIES	9.00

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01-04010	WALMART COMMUNITY BRC	( ** CONTINUED ** )				
I-04252		REPLACEMENT TV-CONFERENCE RM	428.00			
10/26/2016	AP	DUE: 11/25/2016 DISC: 11/25/2016		1099: N		
		REPLACEMENT TV-CONFERENCE RM		500 5-310-845	OFFICE FURNITURE & EQUIP	428.00
I-04524		KOOL AID, CUPS-SPOOKTACULAR	55.78			
10/25/2016	AP	DUE: 11/24/2016 DISC: 11/24/2016		1099: N		
		KOOL AID, CUPS-SPOOKTACULAR		010 5-041-521	SPECIAL EVENTS	55.78
I-05247		HALLOWEEN CANDY	54.24			
10/31/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: N		
		HALLOWEEN CANDY		010 5-041-521	SPECIAL EVENTS	54.24
I-05575		BURGERS, POLISH, MARKERS	89.42			
10/24/2016	AP	DUE: 11/23/2016 DISC: 11/23/2016		1099: N		
		DRY ERASE MARKERS		370 5-000-550	OFFICE SUPPLIES	7.33
		BURGERS, BUNS, CRACKERS		370 5-000-507	CONCESSIONS	74.24
		POLISH, HANGING STRIPS		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	7.85
I-05696		BATTERIES, POST-ITS, BINDERS	118.09			
11/04/2016	AP	DUE: 12/04/2016 DISC: 12/04/2016		1099: N		
		AA BATTERIES		010 5-023-505	BATTERIES-NON VEHICLES	91.79
		POST-ITS, BINDERS		010 5-023-550	OFFICE SUPPLIES	26.30
I-06184-2		TAPE, LEGAL PADS, PENS	10.36			
11/08/2016	AP	DUE: 12/08/2016 DISC: 12/08/2016		1099: N		
		TAPE, LEGAL PADS, PENS		370 5-000-550	OFFICE SUPPLIES	10.36
I-06418		FOLDERS, FILTERS, TAPE	40.71			
10/31/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: N		
		FILTERS, VELCRO, DUCK TAPE		900 5-026-520	DEPARTMENT SUPPLIES	32.19
		FILE FOLDERS		900 5-026-550	OFFICE SUPPLIES	8.52
I-06642		BURGERS, FRIES, BUNS, COFFEE	104.44			
11/11/2016	AP	DUE: 12/11/2016 DISC: 12/11/2016		1099: N		
		BURGERS, FRIES, BUNS, COFFEE		370 5-000-507	CONCESSIONS	104.44
I-06643		VACUUM, CROCK POT, DECOR	243.31			
11/11/2016	AP	DUE: 12/11/2016 DISC: 12/11/2016		1099: N		
		CARPET CLEANER, DECOR		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	195.17
		BANDAGES, CREAM, IBUPROFEN		370 5-000-570	SAFETY EQUIPMENT	19.18
		CROCKPOT, DISPENSERS		370 5-000-507	CONCESSIONS	28.96
I-06644		TRASH CANS, CLIPS, BATTERIES	150.04			
11/10/2016	AP	DUE: 12/10/2016 DISC: 12/10/2016		1099: N		
		AAA BATTERIES		800 5-030-505	BATTERIES-NON VEHICLES	27.30
		NOTEPADS, PAPER CLIPS		800 5-030-550	OFFICE SUPPLIES	34.27
		TRASH CANS, BRUSH, VINEGAR		800 5-030-520	DEPARTMENT SUPPLIES	88.47

PACKET: 03000 AO 16-23 12.13.16 PAYABL

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-04010	WALMART COMMUNITY BRC	( ** CONTINUED ** )				
I-07313		FRIED STEAK, FRIES, PAIL	47.58			
10/22/2016	AP	DUE: 11/21/2016 DISC: 11/21/2016		1099: N		
		FRIED STEAK, FRIES		370 5-000-507	CONCESSIONS	43.36
		PAIL		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	4.22
=====						
I-08009		AIR COMPRESSOR FOR CART SHED	129.00			
10/26/2016	AP	DUE: 11/25/2016 DISC: 11/25/2016		1099: N		
		AIR COMPRESSOR FOR CART SHED		370 5-000-580	TOOLS	129.00
=====						
I-08039		AIR FRESH, CARB CLEANER, WATE	47.08			
11/04/2016	AP	DUE: 12/04/2016 DISC: 12/04/2016		1099: N		
		DISTILLED WATER FOR LAB		900 5-036-525	CHEMICALS/FERTILIZERS/SE	6.16
		AIR FRESH, BROOM		900 5-036-520	DEPARTMENT SUPPLIES	21.82
		GUM-OUT, CARB CLEANER		900 5-036-545	MOTOR FUELS/LUBRICANTS	12.28
		SHEET PROTECTORS		900 5-036-550	OFFICE SUPPLIES	6.82
=====						
I-08903		BURGERS, BUNS, PENS, BANDAGES	127.23			
10/31/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: N		
		BURGERS, BUNS, FRIES, WATER		370 5-000-507	CONCESSIONS	100.38
		PENS, STATIONERY		370 5-000-550	OFFICE SUPPLIES	10.24
		BANDAGES, BURN GEL		370 5-000-570	SAFETY EQUIPMENT	16.61
		=== VENDOR TOTALS ===	1,867.33			

01-59592 WILLIAMS SPURGEON KUHL & FRESH

I-00009		PAY #9-ARCHITECTURAL SERVICES	85,236.30			
11/30/2016	AP	DUE: 11/30/2016 DISC: 11/30/2016		1099: N		
		PAY #9-ARCHITECTURAL SERVICES		520 5-355-478	PROFESSIONAL SERVICES	85,236.30
		=== VENDOR TOTALS ===	85,236.30			
		=== PACKET TOTALS ===	861,269.26			

PACKET: 03006 AO 16-23A IRONTIME SALES

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01910		IRONTIME SALES, INC.				
<hr/>						
I-0003074-IN		CROSSBEAMS, UPRIGHTS-SHELVING	3,394.50			
11/21/2016	AP	DUE: 12/21/2016 DISC: 12/21/2016		1099: N		
		CROSSBEAMS, UPRIGHTS-SHELVING		800 5-030-520	DEPARTMENT SUPPLIES	3,394.50
		=== VENDOR TOTALS ===	3,394.50			
		=== PACKET TOTALS ===	3,394.50			

 <b>CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</b>	
<b>MEETING DATE</b>	December 13, 2016
<b>RESOLUTION OR ORDINANCE NUMBER</b>	n/a
<b>AGENDA TITLE</b>	Discussion and action to approve 2017 cereal malt beverage license renewals.
<b>REQUESTING DEPARTMENT</b>	Administration
<b>PRESENTER</b>	Cindy Price, City Clerk
<b>FISCAL INFORMATION</b>	Cost as recommended: n/a
	Budget Line Item:
	Balance Available
	New Appropriation Required: <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	Approve 2017 CMB licenses
<b>BACKGROUND</b>	<p>The City has received 15 applications for 2017 cereal malt beverage license renewals for businesses. Cielito Lindo did not reapply as they have obtained a liquor license and are no longer selling cereal malt beverage, and la Colonial as the owner indicated they are closing. The Fire Department has inspected each business location, and the background of each has been checked through the Police Department.</p> <p>All renewals meet the requirements set out by state statute and are eligible to be licensed for 2017.</p>
<b>SPECIAL NOTES</b>	Copies of all applications and supporting documentation are on file in the City Clerk's Office.
<b>ANALYSIS</b>	
<b>PUBLIC INFORMATION PROCESS</b>	All currently licensed businesses were mailed an application for 2017 licenses.

<b>BOARD OR COMMISSION RECOMMENDATION</b>	n/a
<b>STAFF RECOMMENDATION</b>	Approval of 2017 cereal malt beverage licenses for businesses.
<b>REFERENCE DOCUMENTS ATTACHED</b>	List of 2017 CMB license renewals.

2017 Cereal Malt Beverage License Renewals

<b><u>BUSINESS NAME</u></b>	<b><u>ADDRESS</u></b>
AKAS Jump Start	512 Northeast
AKC Sunshine #11	1308 W. 8 <sup>th</sup>
American Legion Post #20	911 W. 12th
Casey's General Store #1	104 N. Cline
Caseys General Store	1311 W. 11
Hillcrest Golf Course	1509 N. Cline
Hong Kong Delight	915 W. 11
J Ross Bar B Que	302 E. 8 <sup>th</sup>
K&S Oil	705 W. 11th
K&S Oil	1610 W. 8th
MKT Investment	1401 W. 11 <sup>th</sup>
Montgomery County Fair Assoc	Fairgrounds
Phelps Hog Heaven	511 W. 11
Pizza Hut	1612 W. 11th
Wal-Mart	1863 CR 5300
Westside Lanes	2300 Woodland

**ORDINANCE NO. G-16-02**

**AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF COFFEYVILLE, KANSAS; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF COFFEYVILLE, KANSAS:**

Section 1. The Code entitled the "Code of Ordinances, City of Coffeyville, Kansas," published by Municipal Code Corporation, consisting of chapters 1 through 44, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before February 9, 2016, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine up to the maximum amount permitted or required by state law. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may

pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the city commission to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after February 9, 2016 that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective upon final reading and publication as required by law.

PASSED AND ADOPTED on this 13<sup>th</sup> day of December, 2016

\_\_\_\_\_  
Christopher V. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Price, City Clerk

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Commission held on the 13<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
Cindy Price, City Clerk

 <p style="text-align: center;"><b>CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</b></p>	
<b>MEETING DATE</b>	December 13, 2016
<b>RESOLUTION OR ORDINANCE NUMBER</b>	n/a
<b>AGENDA TITLE</b>	Discussion and action to appoint one person to the CRMC Board of Trustees.
<b>REQUESTING DEPARTMENT</b>	Administration
<b>PRESENTER</b>	Cindy Price, City Clerk
<b>FISCAL INFORMATION</b>	Cost as recommended: n/a
	Budget Line Item:
	Balance Available
	New Appropriation Required: <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	The management and control of the Coffeyville Regional Medical Center shall be vested in a Board of Trustees. The Board shall make and adopt rules and regulations for the government of the hospital as it may deem expedient for the economical and proper conduct thereof.
<b>BACKGROUND</b>	The seven-member CRMC Board of Trustees has one position available for a four-year terms serving to January 1, 2021. Applicants for these positions must be residents of the City of Coffeyville.

<b>SPECIAL NOTES</b>	<p><b><u>Applicants</u></b>  Debra Evensvold      Current member  Gary Victory          New applicant</p> <p><b><u>Current Board</u></b>      <b><u>Term expires</u></b>  Debbie Carter          01/01/18  Craig Correll          01/01/21  Debra Evensvold      01/01/17  Stan Eli                  01/01/18  Mike Ewy                01/01/19  Tracy Maxson         01/01/21  Garrick Rettele        01/01/19</p>
<b>ANALYSIS</b>	
<b>PUBLIC INFORMATION PROCESS</b>	Notice of the board openings was placed on the City's website, Facebook page and sent to the Coffeyville Journal, Independence Reporter, Montgomery County Chronicle and KGGF.
<b>BOARD OR COMMISSION RECOMMENDATION</b>	n/a
<b>STAFF RECOMMENDATION</b>	Allow applicants present to make comments and appoint one person to serve on the CRMC Board of Trustees to January 1, 2021.
<b>REFERENCE DOCUMENTS ATTACHED</b>	Applications

CITY OF COFFEYVILLE, KANSAS  
BOARD APPLICATION

RECEIVED

NOV 07 2016

Date 01 October 2016

CITY CLERK

Board or Commission: Coffeyville Regional Medical Center Board of Trustees

Term: 4-Year Terms

Meeting Times: Last Wednesday of every odd numbered month; 4:00 p.m.,  
CRMC Board Room

Purpose and Membership: To make and adopt rules and regulations for the government of the hospital as it may deem expedient for the economical and proper conduct.

The seven (7) members of this Board must reside in the City of Coffeyville with no more than one (1) physician member.

Name Debra Evensvold

Address 821 W 4<sup>th</sup> Coffeyville KS 67337

Phone 620-251-7399 E-mail debevensvold@gmail.com

Work Experience and Training MPA - emphasis on health Administration. Medical Marketing expert. Since becoming a trustee I have attended a number of educational seminars to broaden my knowledge and enhance my ability to make solid decisions for CRMC. Also serving as the patient advocate.

Interest in Board I have served on the board for four years and believe my experience could be beneficial as work continues to make sure we have the best medical center in our part of the State.

  
Signature

RECEIVED

DEC 07 2016

CITY CLERK

CITY OF COFFEYVILLE, KANSAS  
BOARD APPLICATION

Date 12/6/2016

Board or Commission: Coffeyville Regional Medical Center Board of Trustees

Term: 4-Year Terms

Meeting Times: Last Wednesday of every odd numbered month; 4:00 p.m.,  
CRMC Board Room

Purpose and Membership: To make and adopt rules and regulations for the government  
of the hospital as it may deem expedient for the economical and proper conduct.

The seven (7) members of this Board must reside in the City of Coffeyville with no more  
than one (1) physician member.

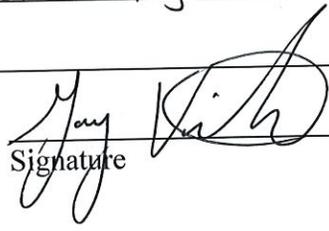
Name Gary Victory

Address 513 W. 4th St. Coffeyville KS 67337

Phone 620-688-1182 E-mail victory.gary@yahoo.com

Work Experience and Training As a Veteran of the Army. Not only  
have I written and implemented rules and regulations, I  
know the importance of getting things done in a timely manner.

Interest in Board I am interested in this board, because I know  
how important this hospital is to myself, friends and  
family that live in this community.

  
Signature

 <b>CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</b>	
<b>MEETING DATE</b>	December 13, 2016
<b>RESOLUTION OR ORDINANCE NUMBER</b>	n/a
<b>AGENDA TITLE</b>	To appoint one person to the Planning Commission serving to January 1, 2020.
<b>REQUESTING DEPARTMENT</b>	Administration
<b>PRESENTER</b>	Cindy Price, City Clerk
<b>FISCAL INFORMATION</b>	Cost as recommended: n/a
	Budget Line Item:
	Balance Available
	New Appropriation Required: <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	The Planning Commission is to make or cause to be made a comprehensive plan for the development of the city and any unincorporated territory lying outside of the city but within the same county in which the city is located. This includes comprehensive surveys and studies of past and present conditions and trends relating to land use, population and building intensity, public facilities, transportation and transportation facilities, economic conditions, natural resources.
<b>BACKGROUND</b>	There are three openings for three-year terms on the Planning Commission serving to January 1, 2020. Applicants for two of the positions must reside within the corporate limits of the City; the second position is for an applicant who resides outside of but within three miles of the corporate limits of the City.

<b>SPECIAL NOTES</b>	<p><b><u>Applicants</u></b></p> <p>Randal Hills            current member            inside  Larry Mullin            new applicant            inside  Gary Victory            new applicant            inside  Max Williams            current member            outside</p> <p><b><u>Current Board</u></b>            <b><u>Term expires</u></b></p> <p>John Alvey            01/01/19            outside  Nelson Christian            01/01/18            inside  Randal Hills            01/01/17            inside  Doug Misch            01/01/17            inside  Scott Massman            01/01/19            inside  Terry Rittenhouse            01/01/18            inside  Max Williams            01/01/17            outside</p> <p>Doug Misch has served two terms and is not eligible for reappointment.</p>
<b>ANALYSIS</b>	
<b>PUBLIC INFORMATION PROCESS</b>	Notice of the board openings was placed on the City's website, Facebook page and sent to the Coffeyville Journal, Independence Reporter, Montgomery County Chronicle and KGGF.
<b>BOARD OR COMMISSION RECOMMENDATION</b>	n/a
<b>STAFF RECOMMENDATION</b>	
<b>REFERENCE DOCUMENTS ATTACHED</b>	Applications

RECEIVED

DEC 02 2016

CITY CLERK

CITY OF COFFEYVILLE, KANSAS  
CITY CLERK

Date 11/29/16

Board or Commission: City Planning Commission

Term: 3-Year Terms

Meeting Times: 1<sup>st</sup> Tuesday of each month, 5:30 p.m., City Commission Room

**Purpose and Membership:** To make or cause to be made a comprehensive plan for the development of the city and any unincorporated territory lying outside of the city but within the same county in which the city is located. This includes comprehensive surveys and studies of past and present conditions and trends relating to land use, population and building intensity, public facilities, transportation and transportation facilities, economic conditions, natural resources and may include any other element deemed necessary to the comprehensive plan.

The seven (7) member committee consists of five members who are residents of the City of Coffeyville and two (2) residents living within three (3) miles of the corporate limits of the City.

Name Randal Hills

Address 1326 W. 1<sup>st</sup> Coffeyville, KS 67337

Phone (620) 515-0872 E-mail 1+rhills@hotmail.com

Work Experience and Training Employed at John Deere for the previous 9 years as a machinist.

Reason for interest in Board I feel it is my civic duty to participate in my community. I have been a member of the board since August of 2014.

Signature 

RECEIVED

NOV 29 2016

CITY OF COFFEYVILLE, KANSAS  
BOARD APPLICATION

CITY CLERK

Date 11-22-2016

Board or Commission: City Planning Commission

Term: 3-Year Terms

Meeting Times: 1<sup>st</sup> Tuesday of each month, 5:30 p.m., City Commission Room

**Purpose and Membership:** To make or cause to be made a comprehensive plan for the development of the city and any unincorporated territory lying outside of the city but within the same county in which the city is located. This includes comprehensive surveys and studies of past and present conditions and trends relating to land use, population and building intensity, public facilities, transportation and transportation facilities, economic conditions, natural resources and may include any other element deemed necessary to the comprehensive plan.

The seven (7) member committee consists of five members who are residents of the City of Coffeyville and two (2) residents living within three (3) miles of the corporate limits of the City.

Name Larry D. Mullin

Address 1419 Maple Street, Coffeyville, KS 67337

Phone 316-886-6931 E-mail Larrymullin2001@yahoo.com

Work Experience and Training Parts Sales Manager at Autozone in Wichita from 04/14 until 06/16. Firearms sales at Mountain in Wichita from 05/19 until 02/16. Served in the Navy from 02/01 until 12/04. Have anti-terrorism training from time in Navy as well as extensive training in safety protocols.

Reason for interest in Board I would like to help bring new businesses to our city, help foster a more beneficial economic climate, and help provide make up to date action plans in case of flooding, earthquakes and other environmental issues.

  
Signature

CITY OF COFFEYVILLE, KANSAS  
BOARD APPLICATION

RECEIVED

DEC 07 2016

CITY CLERK

Date 12/6/2016

Board or Commission: City Planning Commission

Term: 3-Year Terms

Meeting Times: 1<sup>st</sup> Tuesday of each month, 5:30 p.m., City Commission Room

Purpose and Membership: To make or cause to be made a comprehensive plan for the development of the city and any unincorporated territory lying outside of the city but within the same county in which the city is located. This includes comprehensive surveys and studies of past and present conditions and trends relating to land use, population and building intensity, public facilities, transportation and transportation facilities, economic conditions, natural resources and may include any other element deemed necessary to the comprehensive plan.

The seven (7) member committee consists of five members who are residents of the City of Coffeyville and two (2) residents living within three (3) miles of the corporate limits of the City.

Name Gary Victory

Address 513 W. 4th St., Coffeyville KS 67337

Phone 620-688-1182 E-mail victory.gary@yahoo.com

Work Experience and Training I have assisted and volunteered in many communities while in the Army. I have planned both onshore and offshore business restructure in Texas, Kansas City and the Philippines for Selliemae.

Reason for interest in Board My fiancée's family has lived here since she was a child. This is our home and I know we can make this city greater than it ever has been.

Gary Victory  
Signature

CITY OF COFFEYVILLE, KANSAS  
BOARD APPLICATION

RECEIVED

NOV 21 2016

CITY CLERK

Date NOVEMBER 21, 2016

Board or Commission: City Planning Commission

Term: 3-Year Terms

Meeting Times: 1<sup>st</sup> Tuesday of each month, 5:30 p.m., City Commission Room

**Purpose and Membership:** To make or cause to be made a comprehensive plan for the development of the city and any unincorporated territory lying outside of the city but within the same county in which the city is located. This includes comprehensive surveys and studies of past and present conditions and trends relating to land use, population and building intensity, public facilities, transportation and transportation facilities, economic conditions, natural resources and may include any other element deemed necessary to the comprehensive plan.

The seven (7) member committee consists of five members who are residents of the City of Coffeyville and two (2) residents living within three (3) miles of the corporate limits of the City.

Name MAX WILLIAMS

Address 3408 WEST FIRST

Phone 620-252-9504 E-mail FORDSFOREVER@COX.NET

Work Experience and Training HAVE LIVED IN COFFEYVILLE AREA FOR OVER 55 YEARS. RETIRED FROM JOHN DEERE AS OPERATIONS MANAGER AND 4 1/2 YEARS SERVICE. SERVED ON PLANNING & ZONING BOARD AS CHAIRMAN FOR LAST THREE YEARS, HAVE SERVED ON COFFEYVILLE HISTORICAL BOARD, HOSPITAL FOUNDATION BOARD, COFFEYVILLE SCHOOL BOARD, AND PRESENTLY SERVING ON KANSAS FOOD BANK BOARD.

Reason for interest in Board WOULD LIKE TO CONTINUE TO SERVE ON THE P&L BOARD TO HELP KEEP COFFEYVILLE A GREAT CITY.

THANKING YOU IN ADVANCE FOR YOUR CONSIDERATION IN THIS APPOINTMENT.

Max Williams  
Signature

(ADDITIONAL INFORMATION ON BACK)

 <p style="text-align: center;"><b>CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</b></p>		
<b>MEETING DATE</b>	12/13/2016	
<b>RESOLUTION OR ORDINANCE NUMBER</b>	R-16-139	
<b>AGENDA TITLE</b>	Refinance Bluboots Economic Development Loan	
<b>REQUESTING DEPARTMENT</b>	City Manager's Office - Economic Development	
<b>PRESENTER</b>	Trisha Purdon – Assistant to the City Manager	
<b>FISCAL INFORMATION</b>	Cost as recommended:	none
	Budget Line Item:	180-200-4-095 (interest revenue)
	Balance Available	\$2,102,384.92
	New Appropriation Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	Alicia and Richard Yates have requested that the City amend the original loan agreement and Promissory Note dated July 15, 2015 to extend the repayment term from 5 years to 10 years. This would reduce their monthly payment, and allow the company to continue to grow as projected.	

<p><b>BACKGROUND</b></p>	<p>Since opening in 2015, Yates Clothing company has grown significantly. Recently they decided rebrand the business so that they were able to capture additional customers with the name recognition of BluBoots, a regional clothing store with several locations in the area. Due to this growth, they have had to hire a full time store manager and additional sales associates. These expenses as well as additional building improvements and inventory expansion have placed a large financial burden on the small business during this rapid growth period.</p> <p>Alicia approached the City to request a longer repayment period so that the monthly payment would be reduced. This would free up their funds to allow the company to continue to expand their inventory selection and build their customer base over the next few years.</p>
<p><b>SPECIAL NOTES</b></p>	<p>Due to the current loan policy outlined in the Economic Development Incentive Guidelines and precedent set for other ten year repayment term loans that have been issued, we will require that the interest rate be increased to 3% from 2.25% for the repayment term. This would generate \$10,174 over 10 years that would be added to the Economic Development One Time funds Account. In addition, we have added a late fee clause that would add a daily interest fee onto any payments that are made over 15 days past due.</p>
<p><b>ANALYSIS</b></p>	<p>Alicia Yates has made all payments in full and on time for the term of the loan. The business is growing and is profitable, and she has already met her job growth projections for the 3 year term that she quoted in her original application.</p>
<p><b>PUBLIC INFORMATION PROCESS</b></p>	
<p><b>BOARD OR COMMISSION RECOMMENDATION</b></p>	

<p><b>STAFF RECOMMENDATION</b></p>	<p>New retail in Coffeyville is challenging to attract, and supporting local well established business owners who venture into new retail opportunities provides the most cost-effective method to start the retail growth trend. It is staff's recommendation that the Commission approve the refinancing of the loan of \$75,000 (current balance of \$59,457.63) to be repaid over 10 years (9 years remaining) with an interest rate of 3%.</p> <p>This loan has been collateralized by a second mortgage on Mr. &amp; Mrs. Yates personal residence, and agricultural land owned by Richard and Alicia Yates.</p>
<p><b>REFERENCE DOCUMENTS ATTACHED</b></p>	<p>Resolution Amended Loan Agreement Amended Promissory Note Summary of Payment Information</p>

**RESOLUTION NO. R-16-139**

**A RESOLUTION TO AMEND THE SMALL BUSINESS LOAN AGREEMENT & PROMISSORY NOTE FOR ALICIA AND RICHARD YATES FOR BLU BOOTS CLOTHING COMPANY.**

Whereas, on July 14<sup>th</sup>, 2015 the City of Coffeyville approved the small business loan for Alicia and Richard Yates for the opening of Yates Clothing Company; and

Whereas, whereas small business growth is critical to the long term stability of the economy and job security of Coffeyville; and

Whereas, the store has seen excellent growth and with the support of investors, Yates Clothing Company has changed its name to Bluboots to allow customers to recognize this national brand; and

Whereas, due to this growth Bluboots now requires a full-time store manager as well as sales associates; and

Whereas, the owners Alicia and Richard Yates requested a lower monthly payment while the company transitions from a small local store to one that has a regional draw with more employees to support their rapid growth;

Whereas, Yates Clothing Company has successfully satisfied all loan requirements, made all payments on time, and has satisfied the annual financial review of the loan over the past year; and

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Coffeyville Small Business Loan Application for the operation of Bluboots Company for Alicia Yates and Richard Yates (owner) be approved.

Adopted this 13<sup>th</sup> Day of December, 2016.

\_\_\_\_\_  
Christopher V. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Price, City Clerk

Approved as to Form:

\_\_\_\_\_  
Paul Kritz, City Attorney

## FIRST AMENDMENT TO LOAN AGREEMENT AND PROMISSORY NOTE

THIS FIRST AMENDMENT TO LOAN AGREEMENT AND PROMISSORY NOTE, made and entered into this 13<sup>th</sup> day of December, 2016, by and between Richard Yates and Alicia Yates, hereinafter referred to as "Borrower," and the City of Coffeyville, of Coffeyville, Kansas, hereinafter referred to as "Lender", collectively referred to as the "Parties".

### WITNESSETH:

WHEREAS, the Parties executed a certain Loan Agreement and Promissory Note (the "Loan Documents) dated September 3, 2015;

WHEREAS, the Parties desire to amend said Loan Documents to extend the total loan repayment term to ten (10) years;

WHEREAS, the extension of the loan term requires that the annual interest rate be raised to three percent (3%) for the remaining nine (9) years of the loan; and

WHEREAS, due to the restructuring of the loan policy of the Lender since the initial Loan documents were signed, the loan must also be amended to include a daily late fee in addition to the ten percent (10%) late fee if the payment is past due longer than fifteen (15) days.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements, the Parties agree as follows:

1. Paragraph (A) of the Loan Agreement is deleted and replaced with the following:

*"A. As of December 13, 2016, the Parties agree the principal balance due under the original Loan Documents is Fifty-Nine Thousand, Four Hundred and Fifty-Seven Dollars and 63/100 (\$59,457.63), which shall be payable upon the terms and conditions hereinafter set forth."*

2. Paragraph (B) Section 5(a) of the Loan Agreement is deleted and replaced with the following:

*"(B) 5. a) Commencing on January 1, 2017 the outstanding balance of the Note shall draw interest at the rate of three percent (3%) per annum, with monthly interest payments to be paid to the Lender at the address stated above."*

3. Paragraph (B) Section 5(b) of the Loan Agreement is deleted and replaced with the following:

*"(B) 5. b) Principal and interest shall be paid in one hundred-nine (109) consecutive, monthly installments of principal and interest, with the first payment due on the first of the month starting on January 1, 2017."*

4. Paragraph (B) Section 5(d) of the Loan Agreement is deleted and replaced with the following:

*"(B) 5. d) Late Fee: Borrower(s) agree to pay a late fee of 10% of the amount of payment on any payment not received at the City Manager's offices by the 15th day following the payment due date. In addition, a daily interest rate will be applied to the balance due."*

IN WITNESS WHEREOF, the parties have signed their names on the day and year first above written.

Borrower

\_\_\_\_\_  
By: Alicia Yates, Business Owner  
Bluboots, LLC.

Lender

\_\_\_\_\_  
By: Richard Yates, Security Owner

By: \_\_\_\_\_  
Christopher V. Williams, Mayor  
City of Coffeyville, KS

ATTEST: \_\_\_\_\_  
Cindy Price, City Clerk

## AMENDMENT TO PROMISSORY NOTE

THIS AMENDMENT TO PROMISSORY NOTE (the "Amendment"), dated as of December 13, 2016, is entered into by the Alicia Yates and Richard Yates, hereinafter referred to as "Borrower", and the City of Coffeyville, KS, a Kansas Local Governing entity, hereinafter referred to as Lender.

WHEREAS, the Borrower and the Lender are parties to that certain Promissory Note, dated as of September 3, 2015 (the "Promissory Note"); and

WHEREAS, the Borrower and the Lender desire to amend the Promissory Note to allow the Borrower to pay the remaining balance of the loan (principal balance of \$59,457.63 as of December 1, 2016) over a ten (10) year term in order to reduce the monthly payment.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements, the parties agree as follows:

Amendment to the Promissory Note. It is hereby agreed and understood that the Promissory Note shall be amended as follows:

1. *Loan Agreement.* Paragraph (A) of the Promissory Note entitled "**LOAN AGREEMENT**" is hereby amended and restated in its entirety to read as follows:

**A. Loan Agreement.** The Borrower and the Lender acknowledge that this note is made pursuant to and subject to the terms and conditions of the Amended Loan Agreement dated December 13, 2016, entered into between the parties referred to herein as the "Loan Agreement."

2. *Payment of Principal and Interest.* Paragraph (B) of the Promissory Note entitled "**PAYMENT OF PRINCIPAL AND INTEREST**" is hereby amended and restated in its entirety to read as follows:

**B. Payment of Principal and Interest.** This promissory Note evidences the Borrower's obligation to repay the loan made to the Borrower by the Lender pursuant to the Amended Loan Agreement and the principal of the loan proceeds together with interest shall be repaid in the following manner:

1. Commencing with the date of execution of this note between the Lender and the Borrower, the note shall accrue interest at the rate of three percent (3%) per annum for the remaining nine (9) year term remaining on the Loan Agreement. Such accrued interest shall be paid monthly to the Lender. This note is further secured by:
  - [X] a security interest in certain personal property, more fully set forth in a Security Agreement given by the Borrower to the Lender and dated August 25, 2015.
  - [X] A mortgage on certain diverse real estate given by the Guarantor to the Lender on September 3, 2015, the legal description of which is included in the original Promissory Note.
2. Principal and interest shall be paid in one-hundred and nine (109) consecutive, monthly installments in the amount of \$628.88, with the first payment due January 1, 2017, and continuing on the same day of each month thereafter until paid in full.
3. The Borrower shall have the right to prepay any part or all of the unpaid balance at any time without penalty.

4. Late Fee: Borrower(s) agree to pay a late fee of ten percent (10%) of the amount of payment on any payment not received at the City Manager's offices by the 15th day following the payment due date. In addition, a daily interest rate will be applied to the balance due.

MISCELLANEOUS.

A. Except as expressly amended and modified by this Amendment, the Promissory Note is and shall continue to be in full force and effect in accordance with the terms thereof.

B. This Amendment shall be construed in accordance and governed by the internal laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused the Amendment to the Promissory Note duly executed as of the day and year written below.

Dated this 13<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
Alicia Yates, Borrower

\_\_\_\_\_  
Richard Yates, Borrower

By: \_\_\_\_\_  
Christopher V. Williams, Mayor  
City of Coffeyville, KS

ATTEST: \_\_\_\_\_  
Cindy Price, City Clerk  
City of Coffeyville, KS

# PAYMENT RECORD

## LOAN SCENARIO

START DATE OF LOAN	1/1/2017
OPTIONAL EXTRA PAYMENT	
LOAN AMOUNT	\$59,457.63
LOAN PERIOD IN YEARS	9
DAILY INTEREST RATE	\$4.89
PAYMENT FREQUENCY	Monthly
ANNUAL INTEREST	3.00%

## LOAN SUMMARY

SCHEDULED PAYMENT	\$628.88
SCHEDULED # OF PAYMENTS	108
ACTUAL # OF PAYMENTS	110
TOTAL EARLY PAYMENTS	\$0.00
LATE PAYMENT FEE	\$62.89
TOTAL INTEREST	\$8,520.33
<b>COST OF LOAN</b>	<b>\$69,176.78</b>

 <b>CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</b>	
<b>MEETING DATE</b>	December 13, 2016
<b>RESOLUTION OR ORDINANCE NUMBER</b>	R-16-142
<b>AGENDA TITLE</b>	Discussion and action to approve 2017 cereal malt beverage license renewal for the Montgomery County Fair Association.
<b>REQUESTING DEPARTMENT</b>	Administration
<b>PRESENTER</b>	Cindy Price, City Clerk
<b>FISCAL INFORMATION</b>	Cost as recommended: n/a
	Budget Line Item:
	Balance Available
	New Appropriation Required: <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	
<b>BACKGROUND</b>	<p>The Montgomery County Fair Association cereal malt beverage license renewal is acted upon separately and approved by resolution as this exempts them from the City ordinances prohibiting the sale of alcohol in public places. The resolution for the Fair allows beer sales only in the arena as shown in the attached drawing.</p> <p>This renewal meets the requirements set out by state statute and is eligible to be licensed for 2017.</p>
<b>SPECIAL NOTES</b>	A copy of the application and supporting documentation is on file in the City Clerk's Office.
<b>ANALYSIS</b>	
<b>PUBLIC INFORMATION PROCESS</b>	

<b>BOARD OR COMMISSION RECOMMENDATION</b>	n/a
<b>STAFF RECOMMENDATION</b>	Approve the 2017 cereal malt beverage licenses renewal for the Montgomery County Fair Association.
<b>REFERENCE DOCUMENTS ATTACHED</b>	Arena drawing

**RESOLUTION NO. R-16-142**

**A RESOLUTION TO APPROVE THE MONTGOMERY COUNTY FAIR ASSOCIATION'S CEREAL MALT BEVERAGE LICENSE FOR 2017 AND TO AUTHORIZE THE MONTGOMERY COUNTY FAIR ASSOCIATION TO SELL CEREAL MALT BEVERAGES IN WALTER JOHNSON PARK DURING SPECIAL EVENTS SPONSORED BY THE FAIR ASSOCIATION.**

WHEREAS, Section 4-52 of the City of Coffeyville Code of Ordinances prohibits the consumption of cereal malt beverages upon the public streets, parks or elsewhere where the general public has access unless the Governing Body of the City by resolution exempts certain City owned property for special events; and

WHEREAS, the Montgomery County Fair Association has requested the City Commission grant it permission to sell cereal malt beverages in Walter Johnson Park during special events sponsored by the Fair Association and exempt these special events from the provisions of Section 4-52 of the City of Coffeyville Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Coffeyville, Kansas:

SECTION 1. That the Montgomery County Fair Association is hereby authorized to sell cereal malt beverages within the arena at Walter Johnson Park during special events sponsored by the Montgomery County Fair.

SECTION 2. That a 2017 cereal malt beverages license is hereby approved for the Montgomery County Fair Association for special events in Walter Johnson Park sponsored by the Fair Association.

SECTION 3. Persons attending these special events shall be permitted to consume cereal malt beverages in the designated areas of Walter Johnson Park and are hereby exempt from the provisions of Section 4-52 of the Code of Ordinance of the City of Coffeyville.

SECTION 4. The Montgomery County Fair Association shall comply with all applicable State and City laws concerning the sale, possession and consumption of cereal malt beverage and shall obtain all necessary permits.

ADOPTED THIS 13<sup>th</sup> DAY OF DECEMBER, 2016.

---

Christopher V. Williams, Mayor

ATTEST:

---

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Paul Kritz, City Attorney

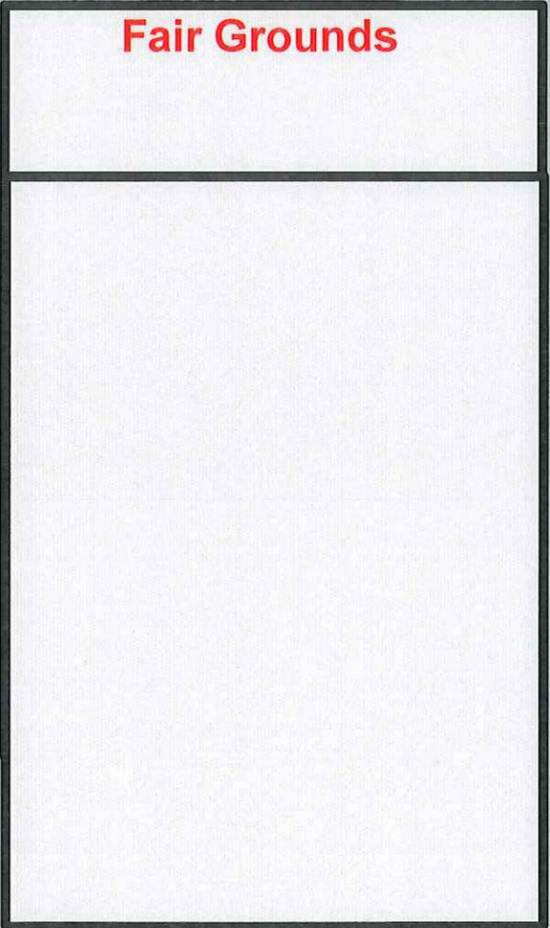


Engineering Department  
102 W 7th  
COFFEYVILLE, KS 67337  
VOICE: 620-252-6100  
FAX: 620-252-6175  
www.coffeyville.com

GIS System By: Midland GIS

1 in = 93 ft

### Fair Grounds



**RESOLUTION NO. R-16-143**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE JANUARY 1, 2017 THROUGH DECEMBER 31, 2017 CITY OF COFFEYVILLE MEMORANDUM OF AGREEMENT WITH THE FRATERNAL ORDER OF POLICE KANSAS LODGE NO. 35 (FOP); INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL NO. 265 (IAFF) AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 123 (IUOE).**

WHEREAS, the Fraternal Order of Police, Kansas Lodge No. 35 (FOP); International Association of Firefighters, Local No 265 (IAFF) and the International Union of Operating Engineers, Local No. 123 (IUOE) have reached tentative agreements for language to the Personnel Manual/Memorandum of Agreement for the period of January 1, 2017 through December 31, 2017; and

WHEREAS, all parties desire to implement the changes effective January 1, 2017.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the changes to the January 1, 2017 through December 31, 2017 City of Coffeyville Personnel Manual/Memorandum of Agreement be and are hereby approved and the Mayor is hereby authorized to execute the same with the Fraternal Order of Police Kansas Lodge No. 35 (FOP); International Association of Firefighters, Local No. 265 (IAFF) and the International Union of Operating Engineers, Local No. 123 (IUOE).

ADOPTED THIS 13<sup>TH</sup> DAY OF DECEMBER 2016.

\_\_\_\_\_  
Christopher V. Williams,  
Mayor

ATTEST:

\_\_\_\_\_  
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Paul Kritz, City Attorney

# **The City of Coffeyville, Kansas**

## **Personnel Manual/ Memorandum of Agreement**

January 1, 201~~7~~<sup>6</sup>- December 31, 201~~7~~<sup>6</sup>

Date: November 22, 2016~~March 22, 2016~~ (Resolution No. R-16-~~58~~)

**Fraternal Order of Police, Kansas Lodge No. 35**

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## **ARTICLE A. GENERAL PROVISIONS**

### **A-1 OBJECTIVES/PURPOSE**

The City of Coffeyville Personnel Manual/Memorandum of Agreement (hereinafter the "Manual") serves a two-fold purpose. It serves as the Memorandum of Agreement between the City of Coffeyville and the employee organizations representing certain employees of the City. Further, it serves as a body of personnel rules and regulations which govern the activities of employees, establishes procedures for personnel matters, and provides guidance for City administration. It supersedes any and all prior manuals, agreements, understandings, past practices and customs, whether written or oral, but excepting individual written discipline agreements. The policies, guidelines, and other provisions contained herein are established to:

- (a) Promote and increase the efficiency and effectiveness of city service and to provide the best possible service to the public.
- (b) Develop a program of recruitment, advancement, and tenure which will make City service attractive as a career.
- (c) Establish and maintain a uniform plan of compensation based upon the relative duties and responsibilities of each position to assure a fair and equitable wage or salary to all employees.
- (d) Establish and promote high morale among City employees by providing safe and reasonable working conditions, uniform personnel policies, and an opportunity for selection and advancement without regard to race, color, sex, disability, religion, age, national origin or ancestry, union/political affiliation, or veteran status.
- (e) Establish City employment and personnel policies. These policies and guidelines do not create contractual employment rights for non-represented employees. All non-represented employees are considered to be at-will employees for the purposes of city employment. In other words, either any non-presented employee or the City may terminate the employment relationship at any time with or without cause.

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

## **A-2 MANAGEMENT RIGHTS**

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

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

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

- a. The right to direct the work of its employees;
- b. The right to hire, promote, transfer, assign and retain employees in positions within the City;
- c. The right to suspend, demote or discharge employees for proper cause;
- d. The right to maintain the efficiency of governmental operations;
- e. The right to relieve employees from duties because of lack of work or for legitimate reasons;
- f. The right to take action as may be necessary to carry out the mission of the City in emergencies and;
- g. The right to determine the methods, means and personnel needed to carry on operations.
- h. The right to make and revise reasonable work and safety rules, on a City-wide, departmental, or job-specific basis.

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

## **A-3 EQUAL EMPLOYMENT OPPORTUNITY**

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

as a result of these factors. Any evidence of discrimination shall be brought to the attention of the affected employee's Department Head or the City Manager.

#### **A-4 AMERICANS WITH DISABILITIES ACT**

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

#### **A-5 APPLICATION OF POLICIES**

These policies and guidelines shall apply to all employees in the service of the City.

#### **A-6 DEPARTMENTAL GUIDELINES**

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

#### **A-7 AMENDMENT OF POLICIES**

These policies may be amended from time-to-time in the same manner as they were adopted.

#### **A-8 DEFINITIONS**

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

- a. **ANNIVERSARY DATE:** The calendar date upon which a specific employee started regular employment with the City.
- b. **APPOINTED OFFICIAL:** A regular, full-time employee of the City who serves at the pleasure of the City Manager or as provided in the Municipal Code.
- c. **BREAK:** An authorized rest break from work consisting of no more than fifteen (15) minutes duration.
- d. **CITY:** The City of Coffeyville, Kansas, and all departments and subdivisions thereof.

- e. **COMPENSATORY TIME OFF:** Time off from work in lieu of monetary payment for overtime worked.
- f. **CONFIDENTIAL EMPLOYEE:** Has the meaning given in K.S.A. 75-4322(c).
- g. **CONTINUOUS EMPLOYMENT:** The time from the most recent hire date to the current date of employment, including the calendar days when an employee is absent on authorized leave with or without pay.
- h. **CONTRACT AGENT:** A contract agent is an individual who serves at the pleasure of the City Manager as provided in the Municipal Code, and whose compensation and personnel administration are subject to individual contract agreement (e.g., special attorney).
- i. **DEMOTION:** An action taken by management which results in a reassignment of an employee to a position with a lower rate of pay.
- j. **DEPARTMENT:** A major functional unit of the City.
- k. **DEPARTMENT HEAD:** A person directly responsible for the administration of a City department.
- l. **DIVISION:** An activity or sub-unit within a department.
- m. **EMPLOYEE:** An employee may be defined as:
  - (1) *Regular, full-time.* A person who is employed to work a normal work week of at least forty (40) hours on a regular and continuing basis in his/her assigned classification, and who has successfully completed the initial training period.
  - (2) *Regular, part-time.* A person who is employed to work less than a normal work week of forty (40) hours on a regular and continuing basis and who has successfully completed the initial training period.
  - (3) *Temporary/seasonal.* A person employed to work on a regular and/or recurring basis during a specific season or portion of a year.
  - (4) *Trainee.* A regular employee serving in their initial training period as described in Section C-4.
- n. **ENTRY LEVEL BARGAINING UNIT REPRESENTED POSITION:** Any entry-level position in a bargaining unit that has selected union representation. This designation does not necessarily mean the position does not require any prior education, training or experience.

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

## **ARTICLE B. POSITION CLASSIFICATIONS**

### **B-1 OBJECTIVES AND PURPOSES**

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

### **B-2 JOB DESCRIPTIONS**

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

### **B-3 PAY RANGE PLAN**

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

### **B-4 MAINTENANCE OF THE CLASSIFICATION PLAN**

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

## **ARTICLE C. RECRUITMENT AND PROMOTION**

### **C-1 NEPOTISM**

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

### **C-2 RECRUITMENT**

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

### **C-3 QUALIFICATIONS OF EMPLOYMENT**

All new applicants for any position with the City shall meet the minimum qualifications established for that position. Each applicant shall complete a job application form. Any misrepresentation or omission of material facts shall be grounds for immediate disqualification

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

#### **C-4 TRAINING PERIOD**

- (a) Each regular employee, following employment, except law enforcement personnel, shall undergo an initial training period of six (6) months in order to achieve a minimum level of competency. All regular law enforcement personnel shall undergo an initial twelve (12) month training period from their date of hire. The City Manager may extend any employee's initial training period for an additional six (6) months, at his or her discretion. The City Manager shall provide written notice of the reason or reasons for any extension to the employee in question and to the appropriate Union.
- (b) This time period is designed to enable the City to observe and evaluate the new employee's performance and potential. Any employee terminated during his or her initial training period or any extension thereof shall have no recourse to the grievance and arbitration procedures outlined herein at Articles H, I, and J. No employee shall be deemed to have successfully completed his or her initial training period, or any extension thereof, until successful completion has been certified in writing by the City Manager or his designee. Provided, that after the expiration of an employee's initial training period or any extension thereof, the City Manager shall, within seven (7) calendar days, after being requested in writing to do so by the employee or their bargaining unit representative, provide a final decision on extension, termination or retention in writing. Subject to the other provisions of this Agreement, successful completion of the initial training period or any extension thereof does not imply a guarantee of continued employment.
- (c) Employees in their initial training period shall have no seniority rights during said period. If the training period is successfully completed by regular full-time employees, however, it shall be considered as service for seniority purposes.

#### **C-5 PROMOTIONS & HIRING (BARGAINING UNIT REPRESENTED POSITIONS)**

- (a) Promotions to non-entry-level bargaining unit represented positions shall be made from among incumbent full-time regular employees, if one or more qualified candidates are available within the City's workforce.

(b) Entry Level Bargaining Unit Represented Positions:

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

(c) Bargaining Unit Represented Position Promotions:

1. Whenever more than one person is considered to be qualified and eligible for promotion to the vacant position, selection shall be made on the basis of competitive examination and/or interview. Competitive examinations and interviews will be job related. The content and administration of the competitive examination and interview is within the discretion of the City

Manager. All employees seeking promotion shall be expected to meet the minimum qualifications for the position to which they seek promotion. A medical examination or other testing, including drug testing, may be required only after an offer of promotion has been made, provided that, such exams or testing are required of all such employees who are offered promotions to that position. The offer of promotion is contingent upon the applicant passing the required tests.

2. Each employee promoted to a classification with higher pay and increased responsibility shall undergo a training period of six months in order to achieve minimal competency in the new position. If the employee cannot demonstrate a minimum level of competency within the six-month training period or decides within the first ninety (90) days of the training period that they do not want the promotion, the employee shall be returned to their former position and pay level. Employees requesting to return to their former position after the 90th day of their training period may be returned at the discretion of the City Manager. Any employee who is returned to their former position within the six (6) month training period, whether at his or her request or at the discretion of the City, shall be ineligible to bid on any promotion or to apply for any Bargaining Unit Represented Position for a period of one (1) year from the date they are returned to said former position.
3. After a bargaining unit represented position vacancy occurs (other than Entry Level Bargaining Unit Represented Positions) and the City Manager, after consulting with the Department Head determines the position should be filled, the job shall be bulletined in all City departments for seven (7) working days during which time full-time, regular employees with proper qualifications will be entitled to submit bids for such jobs. Bids shall be filed by employees with the Employer before the time for bidding closes.
4. Management shall determine those applicants who are qualified for the appointment, and which applicant is most qualified from among the qualified applicants. In judging the qualifications of applicants, management shall consider ability, training, education, competence, experience, and initiative, along with performance during the competitive examination and/or during the job interview. If none of the incumbent full time, regular employees who bid are qualified, or if no bids are received, the City may hire an external applicant for the job or decline to fill the position.
5. When two or more qualified applicants are determined by management to be equally qualified, the vacancy will be filled by the most senior applicant. Seniority is defined as the length of continuous regular full-time service within the classification, division, department or City, as

appropriate. Determination of seniority is to be made in order of priority as follows:

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

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

- (a) Termination for cause
- (b) Resignation
- (c) Being on layoff or leave status for more than twenty-four (24) months (except for military leave which will be governed under applicable federal and state laws).

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

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

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

(e) Employees who are working in jobs that are set up with automatic progression (apprentice programs) will not have to bid to get to the next higher level but will be raised to the next higher level at the end of the time limit or when a vacancy occurs that allows them to move up, provided they have met the criteria for the next higher level.

## **C-6 NONDISCRIMINATION**

- (a) The Employer and the recognized employee organizations agree that they shall not intimidate, coerce, or in any manner interfere with the rights of bargaining unit employees or non bargaining unit employees to form, join or assist an employee organization or to refrain from any such activities, including the right to withdraw, revoke or cancel employee membership at any time.
- (b) The Employer shall not discriminate against any employee organization steward who from time to time represents other employees, nor will the Employer discriminate against any employee who files a grievance against the Employer. Neither the Employer, any employee organization, nor any individual employee shall discriminate or retaliate against any individual who is called to testify at a grievance or arbitration hearing.
- (c) Any employee or applicant who believes he or she has been discriminated against or harassed on the basis of race, color, national origin, ancestry, sex, age, disability or veteran status shall submit a written complaint to the City Manager, appropriate Department Head, or the Human Resource Officer. Individuals who are not comfortable communicating in writing may request a meeting to notify the City Manager or Human Resource Officer of the complaint verbally.
- (d) Employees and applicants are free to contact the Kansas Human Rights Commission and/or the United States Equal Employment Opportunity Commission at any time with any concerns they may have about alleged discrimination or harassment in the workplace, in addition to complying with the provisions of this Manual.

## **C-7 PERSONNEL FILE**

- (a) Current employees shall have the right to review the contents of the City's personnel file regarding the individual employee.
- (b) The City reserves the right to require that the following criteria are met:
  - (1) The employee must make arrangements in advance to schedule a time convenient for the review.
  - (2) The personnel file shall not be removed from the office in which it is maintained.
  - (3) The Human Resource Officer or designee shall be present while the file is being reviewed.

- (4) The copying of any documents contained in the personnel file, for the employee, shall be done by a representative of the Personnel Department upon the approval of the City Manager, Human Resource Officer or designee. The first 5 pages copied for any employee from their personnel file during any twelve-month period shall be free of charge. Each additional page copied from their personnel file shall cost twenty cents (20¢) per page.

## **ARTICLE D. HOURS OF WORK**

### **D-1 DUTY HOURS AND WORK PERIODS**

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

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

- (b) *Shift Employees.* Shift employees include all regular, full-time City employees except law enforcement and fire protection personnel, in departments or divisions of a department that operate on a 24-hour basis. The work period for all shift employees in the Police Department (dispatchers) is the seven-day work week that begins at 11:00 p.m. on Sunday and ends at 11:00 p.m. the following Sunday. The normal work period for full-time shift employees shall be forty hours, consisting of five, eight-hour shifts that are inclusive of an on-duty meal period of thirty (30) minutes or less that shall be interrupted by work demands (2,080 hours worked annually). Shift employees shall be scheduled to work as assigned by the Department Head on any of the seven days of the work period; but with the exception of relief personnel (swing shift/shift breakers) employees shall normally have regularly scheduled work days, shift rotations, and days off. However, at the direction of the Department Head the shift worked by individual employees may be rotated. Further, the regular work days and days off of personnel may be adjusted by the Department Head.
- (c) *Law Enforcement Personnel.* Law enforcement personnel includes all regular, full-time police department employees except the animal control officer, administrative secretary, municipal court clerk, records clerks, and dispatchers.

The dispatchers shall be shift employees. The animal control officer, secretary, municipal court clerk and records clerks shall be classified as general employees.

The work period for law enforcement personnel is the seven day alternate work period pursuant to section 7(k) of the FLSA regulations. The work period begins at 11:00 p.m. on Sunday and ends at 11:00 p.m. on the following Sunday. The normal work period for full-time patrol personnel shall be 40 hours, consisting of five (5), 8-hour shifts that are inclusive of an on-duty meal period of 30 minutes or less that shall be interrupted by work demands (2,080 hours worked annually). The normal work period for full-time non-patrol employees, such as but not limited to administrative, investigative, school resource officers, DARE officers and community outreach personnel shall be 40 hours, consisting of five (5), 9-hour days that are inclusive of 8 hours worked and one hour unpaid meal period (2,080 hours worked annually). All law enforcement personnel shall be scheduled to work as assigned by the Police Chief, on any of the seven days of the work period; but with the exception of relief personnel (swing shift) and assignment to special emphasis details, employees shall normally have regularly scheduled work days, shifts, and days off. However, at the direction of the Police Chief, individual personnel, or portions of shifts may be rotated to another shift. Further, the regular work days and days off of personnel may be adjusted by the Police Chief.

- (d) *Shift trading/substitution.* All shift employees, including police are permitted to trade shifts for their own benefit, so long as: (i) all trades are voluntary for both of the employees involved, (ii) management is notified of the trade in advance, (iii) the trade is cost-neutral to the City, and (iv) the employee working the shift is trained and fully qualified to do the job. When an employee works additional hours in a work period beyond his/her regularly scheduled hours, as a substitute for another employee, those additional hours of work are treated as having been worked by the employee originally scheduled to perform the work (not by the employee who actually performed the work). Employees engaging in shift trades must comply with any departmental procedures governing such trades. Management shall have the right to reject any proposed trade if it would create operational problems for the department. Shift trades that would require an employee to work more than sixteen (16) hours in any twenty-four (24) hour period are prohibited.

## **D-2 MEAL PERIODS AND REST BREAKS**

- (a) *Meal Periods.*
  - (1) *General employees, shift employees and law enforcement personnel.*

- [a] Any meal period of 30 minutes or more in duration, where the employee is relieved of all duties is a non-compensable meal period and it is excluded from hours worked. Any on-duty meal period of up to 30 minutes duration, subject to being interrupted by work demands is a compensable meal period and is included in hours worked.
- [b] If an employee who is not on standby is held over to work one and a half hours or more past the end of their normal duty hours, they shall be provided up to a 30 minute meal period. Thereafter, an additional meal period of up to 30 minutes will be provided after every additional five hours worked as long as the employee is required to work.
- [c] If an employee who is not on standby is called out or scheduled to work one hour or more prior to the start of their normal duty hours, and there is not at least a one half hour gap between the extra duty hours and their normal duty hours they shall be provided up to a 30-minute meal period after two hours of work. Thereafter, an additional meal period of up to 30 minutes will be provided after every additional five hours worked as long as the employee is required to work.
- [d] If a general employee (excluding shift, law enforcement, and fire protection personnel) is required by his supervisor to work through these additional meal periods in their entirety, the employee is entitled to compensation of up to 30 minutes in lieu of the meal period(s) in addition to the hours actually worked. These provisions for additional meal periods are not applicable when the additional hours worked are a result of shift trading/substitution, nor shall the employee receive any additional pay, beyond pay for actual hours worked, if the employee chooses to work through the meal period.
- [e] If an employee is notified on the day prior or earlier that they will be called in early or held over, the employee is responsible to bring their own meal.
  - 1. General Employees – If a general employee who is not on standby is called in early or held over without advanced notice and for the City’s convenience and the employee is not released from the job site to obtain their meal, the cost of the meal shall be paid by the City, upon presentation of a valid, dated receipt. (otherwise, the cost of the meal shall be paid by the employee). The cost of the meal paid for by the City shall not exceed \$9.00.

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

(b) *Rest Breaks.* Employees are authorized a rest break of 15 minutes for each four hours of work. Rest breaks are not cumulative and if workload prevents the taking of a break, it shall not be carried over to another day. The time of the rest break, usually mid-morning and mid-afternoon, shall be determined by the employee's supervisor subject to workload. Break supplies must be purchased during off duty hours or during the allotted break period. For purposes of this paragraph, employees are not allowed to stop to purchase break supplies:

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

Because of their unique duty requirements, law enforcement personnel may take their breaks at times and locations consistent with the performance of said duties. However, these breaks shall not exceed 15 minutes for each four hours worked.

### **D-3 OVERTIME**

(a) All employees may be required to work overtime because of increased workload, absences of other employees, emergencies, etc. The employee organizations agree on behalf of their members that such employees shall accept necessary overtime assignments, and that they should consider Employer requirements for such necessary overtime assignments as justified priority over their personal convenience and any secondary employment. Full-time employees will be scheduled for overtime prior to scheduling overtime for temporary employees. Regular full-time employees qualify for overtime compensation after they have worked more than eight (8) hours on a normal work day/shift (hours worked includes any authorized leave, sick leave, personal day leave or compensatory time leave).

(b) Any additional or extra duty overtime shall be recorded as overtime. Any employees working overtime shall be paid at overtime rates for actual time worked.

(c) Employees who serve in executive, administrative, professional, amusement/recreational, or volunteer positions as defined by the Federal Fair

Labor Standards Act are exempt from all overtime provisions and shall not be eligible for overtime compensation.

- (d) All additional or extra duty hours worked must have prior authorization by the employee's Department Head or designee. At the time the employee turns in his time sheet or card, it shall be noted by the employee if the compensation for the extra hours of work shall be in the form of additional wages or compensatory time.
- (e) Each department shall attempt to distribute extra hours of work equitably among employees within each classification on an annual basis. Any adjustments to rectify inequitable distribution of extra hours of work shall be accomplished through future scheduling. Each department shall post a monthly report documenting the number of extra hours worked by each employee in every classification. Any time an employee is excused from scheduled extra hours of work, those hours not worked shall be counted for the purpose of distributing extra hours of work equitably.
- (f) An employee is not subject to being scheduled for prearranged extra duty hours while on holiday or leave.
- (g) *General Employees, Shift Employees and Law Enforcement Personnel.* All prearranged extra duty hours worked up to and including four hours on the employee's scheduled work day, shall be compensated at a rate of one and one-half times the employee's regular rate of pay. All prearranged extra duty hours worked in excess of four hours on an employee's scheduled work day shall be compensated at a rate of two times the employee's regular rate of pay. If an employee is required to work prearranged extra duty hours on either his first scheduled day off or second scheduled day off, unless the second day off falls on a Sunday, the first twelve hours worked shall be compensated for at a rate of one and one-half times the employee's regular rate of pay and any hours in excess of twelve hours shall be compensated for at a rate of two times the employee's regular rate of pay. If the employee's second day off falls on Sunday, all hours worked on said Sunday shall be compensated at two times the employee's regular rate of pay. If the employee is required to work prearranged extra duty hours on both their first and second scheduled days off, on the first day the first twelve (12) hours worked shall be compensated for at a rate of one and one-half times the employee's regular rate of pay and any hours in excess of twelve hours shall be compensated at a rate of two times the employee's regular rate of pay, and all hours worked on the second day shall be compensated for at a rate of two times the employee's regular rate of pay. If the employee is required to work prearranged extra duty hours on Christmas Day, Thanksgiving Day or the Friday after Thanksgiving all hours worked shall be compensated for at a rate of two and one-half times the employee's regular rate of pay.

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

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

- (2) Due to the multitude of variables beyond the control of the Employer, prearranged extra duty hours may periodically need to be canceled or rescheduled by the Department Head. If an employee is scheduled to work extra duty hours past the end of a scheduled work day, there shall be no compensation for canceled or rescheduled extra duty hours. If an employee is scheduled for extra duty hours that require them to report to work early on a scheduled work day, to return for additional hours of work between scheduled work days, or to report for work on any scheduled day off, and they are not notified while on duty the day prior to when they were to report for these additional hours that they have been canceled or rescheduled, at least two hours prior to when they were to report for these additional hours that they have been canceled or rescheduled, these employees shall be compensated for two hours of work at double the employee's regular rate of pay. However, if the scheduled prearranged extra duty hours are canceled due to weather conditions, the City shall make an effort to provide notice of at least one hour prior to the reporting time, but under no circumstances will compensation be required regardless of whether any notice is given.
- (3) Any time a law enforcement employee is scheduled during their off duty hours for a hearing or court appearance in an action related to their duties

with the City, the hours worked shall be classified as prearranged. Law enforcement personnel shall receive a minimum of two hours pay at two times their normal rate of pay for hearings or court appearances scheduled on their days off or on their off duty hours. Any hours worked in excess of the two hour minimum shall be recorded and paid at one and one-half (1-1/2) times their normal rate of pay for actual time worked. Cancellation of such hours if notified at least two hours in advance of time they were to report to court shall not result in any compensation.

- (4) No employee shall be required to work in excess of sixteen hours in any given twenty-four hour period unless the City is responding to an emergency situation, such as but not limited to, the interruption or potential interruption of City utility services, unsafe street conditions, or any threat to the safety and welfare of City residents. In the event an employee is required to work in excess of sixteen hours in any twenty-four hour period, the employee shall be off-duty at least eight consecutive hours for rest prior to returning for normal duty hours. For any portion of the off-duty eight hours that overlaps the employee's normal work schedule, the employee shall be compensated at their normal rate of pay. The overtime rate in effect at the time of the employee's rest period release shall continue unless the employee is provided a full eight (8) hour rest period. The provisions of an off-duty rest period are not applicable when any part of the hours worked were the result of shift trading/substitution.

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

All employees may be required because of road conditions, leaks, interruptions in service, emergencies, etc. to return to work after their normal duty hours without it being prearranged. The employee organizations agree on behalf of their members that all members/employees shall accept necessary call-out assignments, and that they should consider Employer requirements for such necessary call-out assignments as justified priority over their personal convenience and any secondary employment. Hours worked or compensable time starts when the employee is notified to report to work; however, the employee must be able to report to work within thirty (30) minutes of notice. Any time an employee is called-back for extra hours of work that was not prearranged, the employee shall receive credit for a minimum of two hours worked. Call-back employees shall be compensated for hours worked at double their regular rate of pay. Actual time worked in excess of the two hour minimum shall be recorded and paid at overtime rates for actual time worked. If the call-out response time overlaps with the employees regularly scheduled work hours, the employee shall receive their normal rate of pay from their normal starting work time forward.

## **D-5 COMPENSATORY TIME**

An employee may be allowed to choose compensatory time in lieu of additional wages for extra hours worked. No employee shall be required to earn compensatory time in lieu of additional wages during any overtime period worked, including but not limited to overtime hours worked during training. The calculation of compensatory time shall be at the applicable overtime rate. An employee may accumulate up to 80 hours of unused compensatory time. If this limit is reached, an employee must be paid in cash for additional accrued hours or else must use some compensatory time before any additional overtime hours may be compensated in the form of compensatory time.

Compensatory time off may not be taken in increments of less than four hours unless a lesser increment down to a one hour minimum is approved by their Department Head. The Department Head must allow for the use of accumulated compensatory time within a reasonable period following the employee's request to take time off unless the operation of the department would be unduly disrupted by the employee's absence from work. If an employee requests the use of compensatory time prior to the day on which the time is to be used, then, in order to determine whether granting the request to use compensatory time off on any given day will disrupt the Department's operations, the Department Head or his or her designee may wait to respond to the request until the day prior to the requested day(s) off.

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

## **D-6 HOLIDAYS**

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

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

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

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

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

#### **D-7 JOB REASSIGNMENT (WORKING OUT OF CLASSIFICATION)**

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

Employees who are required by their Department Head to temporarily serve in a position with a higher job classification and responsibilities than their normal position for a minimum of one hour shall be compensated at the minimum rate of pay for that position for time actually worked in the higher classification. The employee will receive no less than a 4% increase in pay for working in the higher position, but in no event shall such an employee receive more than the maximum rate of pay for the higher position in which he is temporarily assigned to work. However, no employee may be temporarily assigned to a higher position and receive the rate of pay for that position without actually performing the work of the higher position.

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

If any employee is temporarily assigned to work in a higher classification and such employee takes paid leave on the day they are scheduled to work in the higher classification, such leave time will be paid at the employee's regular rate of pay and not at the rate of the higher

classification. Paid leave time includes, but is not necessarily limited to personal day, sick day, compensatory time, vacation time etc.

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

#### **D-8 SHIFT DIFFERENTIAL**

Shift employees and law enforcement patrol personnel who are scheduled and actually work the first shift or the third shift shall be paid a shift differential premium in addition to their regular rate of pay. First shift employees shall receive a 75-cent per hour shift differential premium and third shift employees a 50-cent per hour premium. Law enforcement patrol personnel who are assigned to the split shift will receive 50 cents per hour from 7:00 p.m. to 11:00 p.m. and a 75 cent per hour premium from 11:00 p.m. to 3:00 a.m. The shift differential premium does not apply to general employees, or non-patrol law enforcement personnel.

#### **D-9 ATTENDANCE**

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

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

#### **D-10 TRAINING**

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

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

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

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

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

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

#### **D-11 EDUCATIONAL REIMBURSEMENT**

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

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

#### **D-12 RESIGNATION**

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

#### **ARTICLE E. USE OF VEHICLES**

Whenever practical, City employees shall use City owned vehicles to conduct City business. However, when such vehicles are not available and an employee must use his personal vehicle, the expense of operating that vehicle shall be reimbursed to the employee per mile at the Federal

allowable rate. Employees using their personal vehicle while on duty are required to provide licensing, fuel, lubricants and maintenance for their vehicle at their own expense. Liability insurance complying with Kansas State Law must also be provided by the employee.

## **ARTICLE F. OTHER EMPLOYEE BENEFITS**

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

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

| FY 2017~~6~~ (April 1, 2017~~6~~ to March 31, 2018~~7~~): \$9165.00 per budgeted position.

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

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

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

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

## **ARTICLE G. STANDARDS OF CONDUCT AND PROGRESSIVE DISCIPLINE**

### **G-1 AUTHORITY TO DISCIPLINE**

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

## G-2 GENERAL POLICY

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

## G-3 DISCIPLINARY ACTIONS

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

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

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

#### **G-4 OFFICIAL COMMENDATION**

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

#### **G-5 PROCEDURE FOR DISCIPLINARY ACTION**

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

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

shall be inserted into the employee's personnel file. The employee may submit comments in writing to be attached to the record of the disciplinary action.

### **G-6 ADMINISTRATIVE LEAVE**

Employees may be placed on paid administrative leave pending investigation of any incident of misconduct or negligence, if such leave is appropriate in the reasonable judgment of the Department Head. Management should complete its investigation and reach a decision regarding any discipline within ten business days after placing any employee on administrative leave, except in extraordinary circumstances. If the City learns that criminal charges may be brought against an employee covered under this agreement, or if an internal investigation reveals conduct that may potentially subject an employee covered under this agreement to criminal charges, the City shall have the right to suspend the time constraints for making disciplinary decisions related to the potential criminal matter, until the criminal matter is resolved.

At the discretion of the City Manager, the City shall have the right to place any employee covered under this agreement who has been arrested and/or charged with any felony or misdemeanor involving significant personal misconduct on unpaid administrative leave pending the resolution of the criminal matter. In the event an employee suspended under this paragraph is acquitted, or in the event all charges are dropped without the employee pleading to any lesser offense that would itself be covered under this paragraph, the City will make the employee whole for any lost wages, based on the employee's regular work schedule and base rate of pay.

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

### **G-7 MISCONDUCT SUBJECT TO DISCIPLINARY ACTION**

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

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

- (d) Inducing or attempting to induce any officer or employee of the City to commit an unlawful act or to act in violation of any lawful or official order, regulation, or policy.
- (e) Conviction of or being granted a diversion for a violation of any state or federal criminal law involving dishonesty and/or violent behavior.
- (f) Conviction of or being granted a diversion for driving under the influence while operating a City vehicle.
- (g) Material falsification of application for City employment or making a false statement or report in regard to any test, certification or appointment or any attempt to commit any fraud that violates the merit principles of personnel administration.
- (h) Giving or attempting to give any monetary consideration, or the delivery of undeserved service to or from any person or organization for, or in connection with, any test or appointment.
- (i) Taking or offering to take from any person for the employee's personal use, any fee, gift or other thing or service of value, in the course of his or her work or in connection with it, when such gift or other valuable thing or service is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person; accepting a bribe, gift, money or other thing or service of value with the intention to perform or refrain from performing any official act; engaging in any act of extortion or other means of obtaining money or other things or services of value through his or her position in the service of the City.
- (j) Refusal to abide by any lawful official regulation or order, failure to obey any proper direction made by a Supervisor, Department Head or City Manager, or knowingly making a false statement to any employee or officer of the City.
- (k) Negligent or willful damage to public property, or waste of public supplies or equipment.
- (l) Wrongful taking or using any funds or property of the City for personal use or for sale or gift to others, or the making of any false claim against the City.
- (m) Incompetence, neglect of duty, or willful or continued failure to render satisfactory service.
- (n) Claiming leave time under false pretenses, or falsifying attendance records for one's self or another employee.
- (o) Sleeping on the job. (Except fire protection personnel sleeping during authorized sleep periods.)

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

**ARTICLE H. GRIEVANCES AND HEARINGS**  
**(REPRESENTED EMPLOYEES)**

Articles H and I apply only to those employees represented by a labor organization which has been certified or recognized by the City to represent the employee in question.

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

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

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

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

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

- B. In the event any of the Supervisors referred to in this procedure are within the bargaining unit, the initial grievance should be submitted at the lowest level of management that is not within the bargaining unit.
- C. The time limits provided for in this Article shall be strictly construed, and the failure of the grieving party or labor organization to meet the time limits provided for shall result in the dismissal of the grievance. Failure of the responding party to meet the time limits provided for in this Article shall result in the grievance

being moved to the next step in the grievance procedure. The time limits and/or steps listed in this Article may be extended or waived at any step of the grievance procedure by written mutual agreement of the parties.

- D. In computing any period of time prescribed in this Article, the date of the act, event or default from which the designated period of time begins to run shall not be included. Whenever a party is required or permitted to do an act within a prescribed period after service of an appeal or answer upon him and the appeal or answer is served by mail, three (3) days shall be added to the prescribed period.

**ARTICLE I. ARBITRATION PROCEDURE**  
**(REPRESENTED EMPLOYEES)**

- A. In the event FOP Lodge 35 is not satisfied with the final result of the grievance procedure, FOP Lodge 35 may file a notice to arbitrate with the other party within seven (7) calendar days after the final response has been rendered under the grievance procedure. Simultaneously with the filing of the notice to arbitrate, the filing party shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Each party may request one (1) additional panel in the event either party determines the panel presented to be unacceptable. The two parties shall split the Federal Mediation and Conciliation Service fee for the first panel of potential arbitrators, and the party requesting any additional panel shall pay the fee for the additional panel.

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

- B. The issue to be submitted to the arbitrator shall be the same topic as initially submitted through the grievance procedure. It is the intent of the parties that issues not be submitted to an arbitrator until those issues have been considered through the grievance procedure.
- C. The arbitrator shall be called upon to interpret the Manual but the arbitrator shall have no power to change, add to, subtract from, modify, or alter the Manual. The arbitrator shall have no power to award punitive damages or damages for pain and suffering, mental anguish, attorney's fees, front pay, interest, or the like. The arbitrator shall articulate the findings of fact and conclusions of law upon which the award was granted in writing. The arbitrator's decision must conform with limitations set by law and in this Manual.

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

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

- E. The decision of the arbitrator shall be final and binding on all parties, provided that such decision is in conformity with limitations set forth by law and those in this manual.

### **ARTICLE J. WORK STOPPAGE**

- (a) The Employer, employee organizations and other employees acknowledge that KSA Section 75-4333 (c)(5) prohibits strikes and/or lockouts. The employee organizations agree to abide by the laws of the State of Kansas and continue to protect the citizens of the community at all times, including periods of labor disputes. No employee organization official or agent shall directly or indirectly encourage bargaining unit members to engage in work stoppage activities, and no employee shall engage in any work stoppage.
- (b) In the event of any violation of this Article by employees represented by an employee organization, the Employer shall promptly notify the employee organization. Upon receipt of such notification, the employee organizations agree to notify all employees engaged in such prohibited activity by certified mail and whatever additional means are appropriate that such actions are in violation of state law and this Manual, and to urge such employees to cease such activity. The employee organizations also agree to use their best efforts to ensure that any employees involved in such prohibited activity cease such prohibited activity as soon as possible. The Employer is free to pursue any and all legal means to insure compliance with this Article.
- (c) Any employees in violation of this Article may be terminated by the Employer without appeal, except that the individual in question shall have the right to utilize the grievance and arbitration procedures of this Manual for the sole purpose of attempting to prove that the employee was not involved in the activity alleged. The employee shall have no right to appeal the right of the Employer to discharge the employee if the employee was involved in activity in violation of this Article.
- (d) The Employer shall not request or instruct any employee to go through a lawful primary picket line of a striking employee organization. If material or equipment is needed immediately, the Employer agrees to notify the employee organization involved, who in turn shall aid in obtaining said equipment without necessity for

causing any trouble. If there is an extreme emergency, this subsection shall not apply. Law enforcement personnel will perform all of their duties without regard to any picket line of any kind.

### **ARTICLE K. REDUCTION IN FORCE**

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

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

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

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

## **ARTICLE L. WAGE ADMINISTRATION**

### **L-1 PAY PERIODS**

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

### **L-2 WAGE SCHEDULE**

The City maintains in effect a Wage Schedule in the form of a Policy Resolution setting forth the wage rates for each employee classification. The Policy Resolution will be updated annually. For those not represented by an employee organization, amendments are made at the recommendation of the City Manager. All changes shall be adopted by resolution of the City Commission.

~~There shall be no increase to base wage rates for the employees covered under this agreement during the 2016 fiscal year.~~ Effective January 1, 2017, all existing base wage rates for represented employees shall be increased by 2%. Step increases within classifications and pay raises due to promotions will continue to be given to eligible employees as earned.

### **L-3 STARTING WAGE AND WAGE INCREASE**

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

### **L-4 PAYROLL DEDUCTIONS**

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

**ARTICLE M. EMPLOYEE LEAVE**

**M-1 VACATION LEAVE**

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

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

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

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

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

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

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

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

- (d) *Holiday During Vacation – General Employees Only.* City holidays which occur during the taking of a general employee’s authorized vacation leave shall not be counted as a day of vacation.
- (e) *Accrual of Vacation Leave.* Vacation leave shall be accrued by employees at the current rate applicable for their years of service, from one anniversary date to the next anniversary date. An employee may only utilize the vacation leave after it has been fully accrued for a twelve month period from one anniversary date to the next. Exceptions may be made as solely determined by the City Manager (or his designee) in the case of special circumstances.
- (f) *Limitations on Vacation Accrual.* Vacation leave should be taken between the anniversary date after it has been fully accrued and the next anniversary date. An employee cannot accumulate or accrue vacation leave in excess of the maximum total days/shifts of accumulation allowed in the schedule set forth in this Section. Any employee who has reached the maximum accrual level shall not accrue any additional vacation time during any month in which his or her accrued vacation is at the maximum level. The employee shall again be eligible to accrue vacation pay in the month following the month in which he or she uses vacation leave, thereby bringing his or her total accrual below the maximum level.
- (g) *Postponement of Scheduled Vacation Leave.* An employee’s scheduled vacation may be postponed by the Department Head if necessitated by a manpower shortage. If an employee is required to work during any scheduled vacation leave, such employee shall take his vacation leave at a later date if at all possible. If the availability of manpower precludes the employee from taking the vacation leave at a later date, the employee, as determined by the City Manager, may be authorized to temporarily accumulate vacation in excess of the limits set forth in the schedule, or may be paid for such vacation leave at the employee’s regular rate of pay. Further, any employee whose approved vacation leave is cancelled shall be paid at one and one-half times his or her regular hourly rate during the first shift that would otherwise have been part of the employee’s scheduled vacation.
- (h) *Department Shutdowns.* In the event that a department is going to be shut down for any reason, the affected employees may take their vacation leave during such shutdown period rather than be on leave without pay.
- (i) *Minimum hours.*

Employees may use vacation leave in increments of not less than four hours, subject to the approval of the Department Head.
- (j) *Scheduling.*

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

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

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

### **M-2 PERSONAL DAYS**

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

### **M-3 SICK LEAVE**

Full-time regular employees shall be entitled to sick leave with pay for absences resulting from illness, injuries, accidents or other physical incapacity, occurring either on or off the job. No employee shall be permitted to use sick leave for any period spent on unauthorized leave or during a scheduled vacation. Temporary, seasonal and regular part-time employees are not

eligible for sick leave benefits. The provisions of the Family and Medical Leave Act may apply in some circumstances, please see M-9 below.

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

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

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

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

(c) *Notification.*

*General employees.* To be eligible for paid sick leave an employee, or their representative, shall notify the employee's immediate Supervisor and give the reason no later than one-half hour before the assigned start time of any workday for which sick leave is to be taken. Further, an employee may utilize sick leave with pay for physical examinations and dental work if they have provided notice to their immediate Supervisor as soon as they know of the need for the absence, or in any event at least by the last shift the employee worked prior to the requested date of the absence.

*Shift employees, and law enforcement personnel.* To be eligible for paid sick leave, an employee or their representative, shall notify their immediate Supervisor and give the reason for the absence no later than one-half hour prior to their assigned start time of any workday for which sick leave is to be taken. Further, an employee may utilize sick leave with pay for physical examinations and dental work if they have provided notice to their immediate Supervisor as soon as they know of need for absence or by at least the shift the employee worked prior to the requested absence. Midnight shift employees may take a reasonable amount of paid sick leave time off during their shift when they have medical or dental appointments that will require more than one hour travel time (one-way) during the same day when the time off is to be taken. The specific amount of time off shall be subject to approval by the appropriate managerial personnel.

- (d) *Physician's Certificate.* At the discretion of the City Manager, Department Head or their designee, an employee may be required to provide a signed statement from a health care provider verifying the employee's inability to perform their assigned duties due to illness for each absence due to illness or physical disability in excess of three (3) work days.
- (e) *Rate of Pay.* The rate of pay for sick leave shall be figured at the employee's regular base rate of pay at the time the sick leave was utilized.
- (f) *Termination/Retirement.*

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

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

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

- (g) *Abuse of Sick Leave.* Any employee who abuses sick leave is subject to adverse personnel action, up to and including dismissal. Sick leave shall be used only for

the employee's illness or the illness of a member of the employee's household, if the employee is caring for the family member.

*In Conjunction with Workers Compensation Benefits.*

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

(i) *Partial Absences.*

Full-time regular employees who have an absence for a fraction or part of a day which is chargeable to sick leave shall be charged increments of not less than one-half day (4 hours) for each absence unless a lesser increment down to a one hour minimum is approved by their Department Head.

(j) *Use of Sick Leave for Other Household Members.* Any regular full-time employee may utilize up to 20 days of accumulated sick leave in any calendar year to provide care to a spouse, child, parent, spouse's parent (whether or not such spouse, child, parent, or spouse's parent is living in the employee's household) or any dependent living in their household who is incapacitated by sickness or injury or for their medical, psychological, dental or optical examination or treatment. This leave shall be available for any employee who wishes to attend to any person listed in the preceding sentence who is hospitalized, but only to the extent the employee is actually attending to such person at the hospital. At the discretion of the City Manager, Department Head or their designee, an employee may be required to provide a signed statement from a health care provider verifying the household member's illness or injury for each absence in excess of three (3) working days.

(k) *In Conjunction With Scheduled Vacations.* If an employee becomes ill while on scheduled vacation, the employee's time away from work will ordinarily continue to be charged as vacation time, for the full length of the scheduled vacation. Employees who remain unable to work due to illness or injury after the conclusion of their scheduled vacation may apply for and use sick leave under the regular terms of this Section M-3. If, however, an employee is hospitalized or similarly fully incapacitated during a scheduled vacation, such that the employee cannot use the time away from work for rest and/or relaxation, the employee shall have the right to convert the remaining time away from work to sick leave, if the employee has sufficient sick leave accrued, preserving the vacation time for future use.

- (1) *Long Term Absences.* Any employee on leave of any kind – whether it be sick leave, injury leave, some other type of leave, or several different types of leave taken together – for a total consecutive period of more than one year shall be discharged from employment, except in cases involving on-the-job injuries where the employee is continuing to recover and where it appears that the employee may eventually be able to return to work.

In the case of any discharge under this Section M-3(1), if an opening in the job classification the employee held when discharged becomes available within two years after the date of the employee's discharge, and if the City elects to fill the opening, the discharged employee shall be entitled to the job, if the employee is then able to perform all essential functions of the job and wishes to return to the job. The employee's ability to perform all functions of the job must be certified by a competent physician, acceptable to the City, in a written fitness for duty report. The employee must accept the position within five days after being notified of the opening, and must be available to begin working within two weeks. The employee must also pass a return-to-work drug test. Any employee who is discharged under this Section and who accepts some other position with the City during the two-year period described herein shall be ineligible to return to the position from which he or she was discharged pursuant to this paragraph.

#### **M-4 MATERNITY LEAVE**

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

#### **M-5 BEREAVEMENT LEAVE**

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

If any full-time employee desires additional time off in excess of the funeral leave provided above, it shall be taken as vacation leave, personal day, or compensatory time, subject to the

approval of the Department Head. If additional leave is requested, it shall not be denied solely because another employee is on vacation.

Upon request by management, any employee seeking funeral leave pay must provide proof of his or her relationship to the decedent. Any employee who attempts to claim funeral leave to which he or she is not entitled shall be subject to discipline under Article G-7(n).

### **M-6 INJURY LEAVE**

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

### **M-7 MILITARY LEAVE**

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

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

without pay, for any required tour of active duty or field training encampment. Vacation leave with pay may be taken jointly with such military training leave (see K.S.A. 48-22).

### **M-8 CIVIL LEAVE**

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

A full-time regular employee who receives a subpoena in connection with a criminal or civil matter (other than to be a witness or expert witness in an official capacity in connection with the City) shall be given a maximum of one day off with pay to comply with the subpoena, provided that: (1) the employee is not a party to the action; (2) the employee is not related by blood or marriage to a party to the action; and (3) the employee does not have a financial interest in the outcome of the action.

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

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

### **M-9 FAMILY AND MEDICAL LEAVE ACT PROVISIONS**

- (a) In accordance with Family and Medical Leave Act of 1993 and amended in 2009, any qualifying employee will be granted up to 12 weeks of unpaid family and medical leave. Such leave is available as the result of the birth, adoption, or placement of a child for foster care; to care for a spouse, child, or parent with a serious health condition; or due to the employee's own serious health condition; or a qualifying military exigency. Up to 26 weeks of unpaid family and medical

leave is available for military caregiver leave on a one time basis per FMLA regulations. FMLA leave shall be calculated on a rolling 12 month basis. Where possible, employees are required to provide at least 30 days notice before beginning to take leave.

- (b) *Use of paid leave.* Employees on FMLA leave shall utilize their accrued sick leave, vacation leave, and personal day(s) to cover any period of Family and Medical Leave concurrently with their FMLA leave, and shall convert to unpaid leave for any remaining portion of the twelve week allowance once all accrued paid leave is exhausted; except, that a maximum of twenty (20) days of paid sick leave for regular full-time employees shall be available when FMLA-covered leave is used to provide care for a family member, or to spend time with a child following the child's birth, adoption, or placement with the family. *See* Article M-3(j). At employees option, they have the right to reserve five (5) days of accrued sick leave for post-FMLA use. Employees who reserve accrued sick leave will not be eligible to receive any donated leave hours.
- (c) *Eligibility.* an employee must have worked for the City at least 12 months and for a minimum of 1,250 hours during the previous year. Where a husband and wife work for the City, the total number of weeks leave to which both are entitled to will be limited to 12 weeks during any 12 month period, if the leave is used to care for a child after birth, to care for a child after adoption or following placement in foster care, or to care for an employee's parent with a serious health condition. Where leave is requested as a result of a serious health condition, the employee will provide the City a certification statement issued by a health care provider. Should there be a question of the validity of the certification provided by the employee, the City may, at its own expense, require an opinion from a second healthcare provider. Where there is a conflict between the two opinions, the City may pay for the opinion of a third provider. The opinion of the third provider is binding on both the employee and Employer.
- (d) *Restoration.* An employee returning from FMLA-covered leave will be entitled to return to their position or to a position with equivalent benefits, pay and other terms and conditions of employment.
- (e) *Vacation and Sick Leave.* Employees on unpaid family leave will not accrue any vacation, or sick leave benefits; however, during the time period when the employee is utilizing accrued sick leave, vacation leave, or personal days, the employee will accrue said benefits.
- (f) *Health Insurance Coverage.* The City will continue to provide health care coverage under the same conditions as prior to the leave. Where the employee fails to return from leave, the City can recover the premium(s) that have been paid on behalf of the employee to maintain health care coverage. If failure to return to work is due to continuation, recurrence or onset of a serious health condition beyond the employee's control, the employee will not be liable for health care

premiums paid while on family leave. In such cases, a certification issued by a health care provider will be required.

#### **M-10 OTHER LEAVE**

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

#### **M-11 REQUEST FOR LEAVE**

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

#### **M-12 ACCEPTANCE OF OTHER EMPLOYMENT WHILE ON LEAVE**

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

#### **ARTICLE N. PART-TIME, SEASONAL AND TEMPORARY EMPLOYMENT**

The City may from time to time, as conditions warrant, employ personnel on a regular or irregular part-time, seasonal or temporary basis. These employees shall be compensated at an appropriate rate for the job held; however, such employees shall not earn vacation leave, sick leave, holiday compensation, seniority, health or life insurance. (e.g., Green Thumb,- CETA, etc.)

## **ARTICLE O. WORKERS COMPENSATION**

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

Compensation for compensable injury is only to the extent necessary to bring such employee's benefit payments to, but not exceeding, his regular wage. The time covering partial sick leave payments under these circumstances will be extended to the extent that an employee will receive full normal sick leave. The usual procedure is for the City to pay the employee's full regular salary as long as the employee has sick leave and/or accrued vacation available, and when a workers compensation check is received, the employee signs the check over to the City. The check is then converted into equivalent hours of sick or vacation and credited to sick or vacation accrued.

## **ARTICLE P. RECOGNITION OF EMPLOYEE ORGANIZATION STEWARDS**

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

## **ARTICLE Q. EMPLOYEE ORGANIZATION DUES**

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

## **ARTICLE R. WORKER SAFETY**

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

## **ARTICLE S. APPRENTICESHIP/TRAINING PROGRAMS**

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

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

## **ARTICLE T. BULLETIN BOARD**

- (a) The City shall designate at least one bulletin board to be utilized by each of the employee organizations for the posting of employee organization materials.
- (b) Materials posted shall concern elections, meetings, reports and other official employee organization business or notices of social and recreational activities, and no materials will be posted of a political nature; nor shall any materials derogatory to the City or other employees be posted. All material posted on the bulletin board shall either be on employee organization stationery or otherwise authenticated, and shall be authorized on its face by an officer of the employee organization.

- (c) Places will be provided in all departments where notices of a general nature may be posted. Accrued sick leave, available vacation days, compensatory time and seniority shall be posted in each department each month.

### **ARTICLE U. P.E.R.B.**

It is the desire of the City and the union bargaining units to remain under the Public Employees Relations Board (P.E.R.B.) for the life of this agreement.

### **ARTICLE V. EMPLOYEE UNION ACTIVITY**

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

### **ARTICLE W SEXUAL HARASSMENT**

#### **W-1 PURPOSE**

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

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

## **W-2 DEFINITION OF SEXUAL HARASSMENT**

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

## **W-3 PROCEDURE**

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

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

## **W-4 PROHIBITION OF RETALIATION**

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

## **ARTICLE X. OTHER HARASSMENT PROHIBITED**

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

also apply to all complaints concerning other forms of harassment. *See* Articles W-3 and W-4, above. Violations of this policy may result in discipline up to and including discharge.

## **ARTICLE Y. WAGES**

The wage schedule applicable to City employees represented by the employee organizations listed below, for FY 2016<sup>7</sup>, is attached as Exhibit 1 hereto.

- Fraternal Order of Police (F.O.P.) - Kansas Lodge #35
- Generally, new employees start at the minimum wage for a given position and receive an annual incremental step increase during each of the next four (4) or five (5) years, until they reach the maximum pay for that position. However, a number of factors can affect the above scenario.
- Some City positions have a single set wage, rather than a minimum to maximum wage range. All employees in those particular positions shall be paid the identified wage for that position.
- Based on a determination by the City Manager, the City may choose to start a new employee at an amount higher than the minimum wage for a particular position, due to the applicant's length of related prior work experience, education, training completed, special skills mastered, etc.
- As an award for superior performance, early completion of required training, or certification for a particular position, etc., the City Manager may implement a mid-year wage adjustment for a given employee, not to exceed the maximum wage for that employee's position.
- Subject to the grievance and arbitration provisions herein, the City Manager may deny any employee an annual step increase, based on written documentation of unsatisfactory performance by the employee during the 12 month period preceding their eligibility for the annual step increase, or based on failure to complete required certifications or training.
  - All members of the SOT team covered under this Agreement will receive a premium in the amount of \$10.00/month in recognition of the additional skills and training required for SOT team membership.

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

The wage schedules for FY 2016<sup>6</sup> are based on municipal revenue and expense budget estimates. Therefore, implementation of these wage schedules are dependent upon the actual availability of projected municipal revenues. Any modification to the wage schedules due to a lack of available revenues for any positions represented by a bargaining unit signatory to this agreement shall be subject to negotiation.

### **Permanent Buy-Out of Police Department Education Incentive Pay.**

In addition to the wages identified in the FY 2016<sup>6</sup> wage schedules, the following specific Police Department employees, subject to verification of education completed, shall receive the hourly

compensation listed below until their promotion to a non-represented management position, retirement, transfer out of the Police Department, or termination of employment in the Police Department as a permanent buy-out of their education incentive pay.

<u>Police Department Employees</u>	<u>per month</u>
Darin Daily	60.00

## **ARTICLE Z. POLICE DEPARTMENT**

### **Z-1 EMPLOYEE REPRESENTATION**

- (a) The Employer recognizes the Fraternal Order of Police, Kansas Lodge #35 (FOP) as the sole and exclusive collective bargaining representative for the employees in the following classifications:

Lieutenant  
Sergeant  
Detective  
Master Police Officer  
Police Officer – Entry Level  
Municipal Court Clerk – Entry Level  
Dispatcher – Entry Level  
Records Clerk – Entry Level  
Animal Control Officer – Entry Level

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

The City and the FOP jointly acknowledge that Lieutenants receive authority to act on behalf of their employer in a variety of ways, such as by assigning work to employees, by scheduling employees, by responsibly directing employees in the absence of a higher ranking member of management, and/or by disciplining employees or effectively recommending discipline. The parties hereby agree that Lieutenants have an obligation to exercise their authority in the best interest of the City. Lieutenants who, after having been notified of the City's expectations, fail to actively and responsibly supervise the employees placed under their authority shall be subject to discipline.

- (b) The following classifications are supervisory and/or confidential employees and are therefore excluded from employee organization representation:

Police Chief  
Division Commanders  
Administrative Assistant

## **Z-2 EQUIPMENT AND CLEANING ALLOWANCE**

All uniformed officers who are required to wear and maintain a uniform, and all detectives, shall receive an equipment and cleaning allowance of \$42.00 bi-weekly. In addition to this allowance, non-uniformed detectives will receive an additional \$300.00 per year for the purchase of civilian clothing. Per IRS regulations this is a taxable benefit and will be included on payroll.

All civilian personnel employed as of November 1, 2006 shall receive a cleaning allowance of \$25.00 bi-weekly. Civilian personnel hired after November 1, 2006, will not be eligible for the cleaning allowance.

If any employee's personal equipment, such as handcuffs, flashlight or other similar item, is damaged in the course of duty, to the extent that it is no longer serviceable, the City will reimburse the employee for the reasonable replacement cost, on presentation of the receipt and surrender of the damaged equipment to the City.

## **Z-3 UNIFORM ALLOTMENT**

The City will provide all uniformed personnel a uniform allotment of two (2) long sleeve shirts, two (2) short sleeve shirts, and two (2) pair of trousers, and they will be replaced when necessary as determined by their supervisor. The allotted uniforms will be in accordance with the specifications set forth in the Police Department Duty Manual. All City owned equipment and uniforms must be turned in when employment is terminated. Each employee will be charged for all City owned uniforms and equipment not turned in, and the amount due will be held out of the employee's final paycheck to the extent allowable by law.

## **Z-4 STAFFING REQUIREMENTS**

The City shall maintain a staffing level within the Coffeyville Police Department whereby there will be no less than three (3) uniformed patrol personnel on duty per shift. These three personnel shall include at least one supervisor. The supervisor shall be a Lieutenant, Sergeant, Master Officer, or a Police Officer with at least two years of experience with the Coffeyville Police Department temporarily working out of class if there are no Master Officers on staff.

In the event the Department elects to reorganize shift assignments on a department-wide basis, the Department will provide at least two week's notice of the new shift assignments each employee will have, whenever practicable. It is understood that this notice requirement will not apply to individual reassignments or reassignments that involve only a few employees. In such

cases, the Department will work with reassigned employees to the extent possible, to allow them a reasonable opportunity to rearrange their personal schedules to adjust for the reassignment.

#### **Z-5 AMMUNITION**

The City will provide each officer with up to one thousand (1,000) rounds of ammunition per calendar year, for use by the individual officer in training and qualification. Four hundred (400) rounds shall be reserved for use during qualification, and shall be distributed in appropriate increments for each quarterly session. Up to six hundred (600) rounds shall be available to each officer in one-hundred (100) round increments, for use in personal training. Whenever an officer has used the training rounds in his or her possession, the officer may request an additional 100-round allotment. It is expressly agreed and understood that all City-provided rounds are to be used for individual training and qualification only. Officers will not sell, lend, or give away City-provided ammunition to any other person, nor will any officer use City-provided ammunition for any purpose other than those established in this Agreement. Each time an officer receives additional rounds, he or she will sign a form certifying that he or she will only use the rounds as provided herein. Misuse of City-provided ammunition shall be grounds for discipline up to and including discharge from employment.

#### **Z-6 P.E.R.B WAIVER**

By the signing of this Manual, the F.O.P. and the City specifically acknowledge that each has discharged its meet and confer obligations under applicable Kansas Statutes, and both the City and F.O.P. hereby waive their rights to file any actions with the Kansas Public Employee Relations Board alleging lack of compliance with any such statutory guidelines with respect to the negotiations which lead to the signing of this Manual.

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

#### **AA.-1 INTRODUCTION**

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

This Policy applies to all employees and applicants for employment and will be applied uniformly. Violation of any provision of this Policy may result in disciplinary action, up to and including dismissal. Drug and/or alcohol testing shall not be used as a means to harass or

intimidate any employee. All testing shall be consistent with the requirements for reasonable suspicion testing or other approved testing set out below.

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

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

## **AA-2 DEFINITIONS & PROHIBITED ACTIVITIES**

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

positive only where testing shows a blood alcohol concentration of .04 or higher.

- (2) "Drug" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, a metabolite of any of the substances listed herein, or any other drug controlled under federal law.
- (3) "Prescribed drug" is any substance prescribed for individual consumption by a licensed medical practitioner.
- (4) "City property" includes City vehicles and any other location where the employee is within the scope and course of his or her employment.

### **AA-3 DRUG AND ALCOHOL TESTING**

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

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

#### **(a) CIRCUMSTANCES FOR DRUG AND ALCOHOL TESTING**

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

- (1) Applicant/Promotion Testing - testing to determine abuse of drugs will be conducted upon a conditional offer of employment, or upon an offer of promotion;
- (2) Employee Testing:
  - [a] Random – testing may be conducted to determine abuse of drugs; only employees in safety-sensitive positions, including police officers, dispatchers, firefighters, water treatment operators, and any others who are engaged in activities which directly affect the safety of others are subject to random testing.
  - [b] Reasonable suspicion – individual employee testing may be conducted if the City has a reasonable suspicion that the employee has violated this Policy.

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

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

(b) CONSEQUENCES OF REFUSAL TO SUBMIT TO TESTING

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

(c) CONSEQUENCES OF A POSITIVE TEST RESULT

An applicant whose confirmation test is positive will be refused employment. An employee who tests positive for a drug or alcohol will be provided with the opportunity to explain, in confidence, the results. A positive test result will be followed by a second test to confirm the results, using a comparably reliable method. Pending results of the confirmatory test, an employee may be temporarily suspended. Employees with confirmed positive test results on any drug test, as well as employees with a confirmed positive alcohol test where the positive result was caused by on-duty alcohol consumption (including during any rest or meal break) shall be discharged from employment. Employees with confirmed positive alcohol tests where the positive result was due to off-duty alcohol consumption shall be given an opportunity to return to work if: (1) the

employee has not previously had a valid positive test result; and (2) the employee undergoes a substance abuse evaluation and successfully completes any education or treatment program recommended as a result of the evaluation. Any such employee may be suspended without pay while completing rehabilitation.

(d) **PRESCRIPTION DRUGS**

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

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

(e) **DRUG AND ALCOHOL TESTING PERSONNEL AND STRUCTURE**

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

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

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

contamination or adulteration. Samples shall be collected and tested with due regard to the privacy of the applicant or employee being tested.

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

(f) **CONFIDENTIALITY OF TEST RESULTS**

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

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

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

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

(h) **EMPLOYEE ASSISTANCE PROGRAM**

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

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

Copies of this Policy will be distributed to all employees.

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

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

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

**ARTICLE BB. POLITICAL ACTIVITY**

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

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

#### **ARTICLE CC. COMPUTER, E-MAIL AND INTERNET USE**

City employees have no right to privacy in their use of City computers, cell phones, tablets, computer generated documents, computer files, e-mails messages, e-mail attachments, voice mail messages, text messages or other similar electronic media. Neither Internet use, nor the storage of any downloaded material is confidential. The City may monitor and review computer generated work product, computer files, e-mail communications, and Internet use at any time, without notice to any employee. It is a violation of City policy to use City computers, Internet connections, or e-mail for inappropriate purposes. Any personal use should be limited in nature, should only involve matters the employee does not wish to keep private, and should not interfere with the employee's job duties in any way.

Prohibited Activities include but are not limited to:

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

#### **ARTICLE DD. WORKPLACE VIOLENCE**

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

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

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

# **The City of Coffeyville, Kansas**

## **Personnel Manual/ Memorandum of Agreement**

January 1, 2017 - December 31, 2017

Date: November 22, 2016~~April 9, 2013~~ (Resolution No. R-176-xx )

International Association of Firefighters, Local No. 265

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## **ARTICLE A. GENERAL PROVISIONS**

### **A-1 OBJECTIVES/PURPOSE**

The City of Coffeyville Personnel Manual/Memorandum of Agreement (hereinafter the "Manual") serves a two-fold purpose. It serves as the Memorandum of Agreement between the City of Coffeyville and the employee organizations representing certain employees of the City. Further, it serves as a body of personnel rules and regulations which govern the activities of employees, establishes procedures for personnel matters, and provides guidance for City administration. It supersedes any and all prior manuals, agreements, understandings, past practices and customs, whether written or oral, but excepting individual written discipline agreements. The policies, guidelines, and other provisions contained herein are established to:

- (a) Promote and increase the efficiency and effectiveness of city service and to provide the best possible service to the public.
- (b) Develop a program of recruitment, advancement, and tenure which will make City service attractive as a career.
- (c) Establish and maintain a uniform plan of compensation based upon the relative duties and responsibilities of each position to assure a fair and equitable wage or salary to all employees.
- (d) Establish and promote high morale among City employees by providing safe and reasonable working conditions, uniform personnel policies, and an opportunity for selection and advancement without regard to race, color, sex, disability, religion, age, national origin or ancestry, union/political affiliation, or veteran status.
- (e) Establish City employment and personnel policies. These policies and guidelines do not create contractual employment rights for non-represented employees. All non-represented employees are considered to be at-will employees for the purposes of city employment. In other words, either any non-presented employee or the City may terminate the employment relationship at any time with or without cause.

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

## **A-2 MANAGEMENT RIGHTS**

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

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

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

- (a) The right to direct the work of its employees;
- (b) The right to hire, promote, transfer, assign and retain employees in positions within the City;
- (c) The right to suspend, demote or discharge employees for proper cause;
- (d) The right to maintain the efficiency of governmental operations;
- (e) The right to relieve employees from duties because of lack of work or for legitimate reasons;
- (f) The right to take action as may be necessary to carry out the mission of the City in emergencies and;
- (g) The right to determine the methods, means and personnel needed to carry on operations.
- (h) The right to make and revise reasonable work and safety rules, on a City-wide, departmental, or job-specific basis.

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

## **A-3 EQUAL EMPLOYMENT OPPORTUNITY**

No applicant shall be prohibited from securing employment with the City of Coffeyville as a result of the factors of: race, age, religion, color, sex, national origin or ancestry, union/political affiliation, disability or veteran status. Neither shall any employee be disciplined, denied promotional or transfer opportunities, or in any other way

subjected to disparate treatment as a result of these factors. Any evidence of discrimination shall be brought to the attention of the affected employee's Department Head or the City Manager.

#### **A-4 AMERICANS WITH DISABILITIES ACT**

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

#### **A-5 APPLICATION OF POLICIES**

These policies and guidelines shall apply to all employees in the service of the City.

#### **A-6 DEPARTMENTAL GUIDELINES**

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

#### **A-7 AMENDMENT OF POLICIES**

These policies may be amended from time-to-time in the same manner as they were adopted.

#### **A-8 DEFINITIONS**

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

- a. **ANNIVERSARY DATE:** The calendar date upon which a specific employee started regular employment with the City.
- b. **APPOINTED OFFICIAL:** A regular, full-time employee of the City who serves at the pleasure of the City Manager or as provided in the Municipal Code.
- c. **BREAK:** An authorized rest break from work consisting of no more than fifteen (15) minutes duration.
- d. **CITY:** The City of Coffeyville, Kansas, and all departments and subdivisions thereof.

- e. **COMPENSATORY TIME OFF:** Time off from work in lieu of monetary payment for overtime worked.
- f. **CONFIDENTIAL EMPLOYEE:** Has the meaning given in K.S.A. 75-4322(c).
- g. **CONTINUOUS EMPLOYMENT:** The time from the most recent hire date to the current date of employment, including the calendar days when an employee is absent on authorized leave with or without pay.
- h. **CONTRACT AGENT:** A contract agent is an individual who serves at the pleasure of the City Manager as provided in the Municipal Code, and whose compensation and personnel administration are subject to individual contract agreement (e.g., special attorney).
- i. **DEMOTION:** An action taken by management which results in a reassignment of an employee to a position with a lower rate of pay.
- j. **DEPARTMENT:** A major functional unit of the City.
- k. **DEPARTMENT HEAD:** A person directly responsible for the administration of a City department.
- l. **DIVISION:** An activity or sub-unit within a department.
- m. **EMPLOYEE:** An employee may be defined as:
  - (1) *Regular, full-time.* A person who is employed to work a normal work week of at least forty (40) hours on a regular and continuing basis in his/her assigned classification, and who has successfully completed the initial training period.
  - (2) *Regular, part-time.* A person who is employed to work less than a normal work week of forty (40) hours on a regular and continuing basis and who has successfully completed the initial training period.
  - (3) *Temporary/seasonal.* A person employed to work on a regular and/or recurring basis during a specific season or portion of a year.
  - (4) *Trainee.* A regular employee serving in their initial training period as described in Section C-4.
- n. **ENTRY LEVEL BARGAINING UNIT REPRESENTED POSITION:** Any entry-level position in a bargaining unit that has selected union

representation. This designation does not necessarily mean the position does not require any prior education, training or experience.

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

## **ARTICLE B. POSITION CLASSIFICATIONS**

### **B-1 OBJECTIVES AND PURPOSES**

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

### **B-2 JOB DESCRIPTIONS**

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

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

### **B-3 PAY RANGE PLAN**

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

### **B-4 MAINTENANCE OF THE CLASSIFICATION PLAN**

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

## **ARTICLE C. RECRUITMENT AND PROMOTION**

### **C-1 NEPOTISM**

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

### **C-2 RECRUITMENT**

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

### **C-3 QUALIFICATIONS OF EMPLOYMENT**

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

### **C-4 TRAINING PERIOD**

- (a) All regular fire protection personnel shall undergo an initial twelve (12) month training period from their date of hire. The City Manager may extend any employee's initial training period for an additional six (6) months, at his or her discretion. The City Manager shall provide written notice of the reason or reasons for any extension to the employee in question and to the appropriate Union.
- (b) This time period is designed to enable the City to observe and evaluate the new employee's performance and potential. Any employee terminated during his or her initial training period or any extension thereof shall have no recourse to the grievance and arbitration procedures outlined herein at Articles H, I, and J. No employee shall be deemed to have successfully completed his or her initial training period, or any extension thereof, until successful completion has been certified in writing by the City Manager or his designee. Provided, that after the expiration of an employee's initial training period or any extension thereof, the City Manager shall, within seven (7) calendar days, after being requested in writing to do so by the employee or their bargaining unit representative, provide a final decision on extension, termination or retention in writing. Subject to the other provisions of this Agreement, successful completion of the initial training period or any extension thereof does not imply a guarantee of continued employment.
- (c) Employees in their initial training period shall have no seniority rights during said period. If the training period is successfully completed by regular full-time employees, however, it shall be considered as service for seniority purposes.

**C-5 PROMOTIONS & HIRING  
(BARGAINING UNIT REPRESENTED POSITIONS)**

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

but will accrue Division and classification seniority from the date they were awarded the job.

(c) Bargaining Unit Represented Position Promotions:

1. Whenever more than one person is considered to be qualified and eligible for promotion to the vacant position, selection shall be made on the basis of competitive examination and/or interview. Competitive examinations and interviews will be job related. The content and administration of the competitive examination and interview is within the discretion of the City Manager. All employees seeking promotion shall be expected to meet the minimum qualifications for the position to which they seek promotion. A medical examination or other testing, including drug testing, may be required only after an offer of promotion has been made, provided that, such exams or testing are required of all such employees who are offered promotions to that position. The offer of promotion is contingent upon the applicant passing the required tests.
2. Each employee promoted to a classification with higher pay and increased responsibility shall undergo a training period of six months in order to achieve minimal competency in the new position. If the employee cannot demonstrate a minimum level of competency within the six-month training period or decides within the first ninety (90) days of the training period that they do not want the promotion, the employee shall be returned to their former position and pay level. Employees requesting to return to their former position after the 90th day of their training period may be returned at the discretion of the City Manager. Any employee who is returned to their former position within the six (6) month training period, whether at his or her request or at the discretion of the City, shall be ineligible to bid on any promotion or to apply for any Bargaining Unit Represented Position for a period of one (1) year from the date they are returned to said former position.
3. After a bargaining unit represented position vacancy occurs (other than Entry Level Bargaining Unit Represented Positions) and the City Manager, after consulting with the Department Head determines the position should be filled, the job shall be bulletined in all City departments for seven (7) working days during which time full-time, regular employees with proper qualifications will be entitled to submit bids for such jobs. Bids shall be filed by employees with the Employer before the time for bidding closes.

4. Management shall determine those applicants who are qualified for the appointment, and which applicant is most qualified from among the qualified applicants. In judging the qualifications of applicants, management shall consider ability, training, education, competence, experience, and initiative, along with performance during the competitive examination and/or during the job interview. If none of the incumbent full time, regular employees who bid are qualified, or if no bids are received, the City may hire an external applicant for the job or decline to fill the position.
5. When two or more qualified applicants are determined by management to be equally qualified, the vacancy will be filled by the most senior applicant. Seniority is defined as the length of continuous regular full-time service within the classification, division, department or City, as appropriate. Determination of seniority is to be made in order of priority as follows:
  - (a) Seniority in the division the vacancy is in.
  - (b) Seniority within the department which has the vacancy.
  - (c) Departmental seniority in any City department.
  - (d) Seniority as a City employee.

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

- (a) Termination for cause
  - (b) Resignation
  - (c) Being on layoff or leave status for more than twenty-four (24) months (except for military leave which will be governed under applicable federal and state laws).
6. When the successful bidder has been determined, a notice will be posted in all City departments stating the successful bidder's name.
7. The successful bidder, if a current employee, will be placed on the job at the conclusion of the selection process, and will be on a training period for six (6) months, unless an extension of this period is mutually agreed to by the Employer and the employee. During this training period, the employee shall retain seniority in the Department s/he leaves. Upon successful completion of the training period s/he will lose all seniority rights in the Department s/he left and will assume and accrue seniority in the new Department from the date s/he was awarded the job. City seniority, accrued vacation and sick leave, and all other benefits shall be retained. If an employee is awarded a job bid within the same Department but a different Division, the employee shall retain Department seniority

but will accrue division and classification seniority from the date s/he was awarded the job.

8. Regular, full-time employees who are on layoff and have kept their seniority current as provided for in this manual, shall be allowed to bid for Bargaining Unit Represented Position Promotions under the provisions of paragraph (c) herein and be awarded jobs that are posted while they are on layoff status. Further, these same employees may apply for Entry Level Bargaining Unit Represented Positions pursuant to the provisions of paragraph (b) herein.

### **C-6 NON BARGAINING UNIT PROMOTIONS AND TRANSFERS**

Hires, promotions, and transfers to non-bargaining positions are within the sole discretion of management.

### **C-7 NONDISCRIMINATION**

- (a) The Employer and the recognized employee organizations agree that they shall not intimidate, coerce, or in any manner interfere with the rights of bargaining unit employees or non bargaining unit employees to form, join or assist an employee organization or to refrain from any such activities, including the right to withdraw, revoke or cancel employee membership at any time.
- (b) The Employer shall not discriminate against any employee organization steward who from time to time represents other employees, nor will the Employer discriminate against any employee who files a grievance against the Employer. Neither the Employer, any employee organization, nor any individual employee shall discriminate or retaliate against any individual who is called to testify at a grievance or arbitration hearing.
- (c) Any employee or applicant who believes he or she has been discriminated against or harassed on the basis of race, color, national origin, ancestry, sex, age, disability or veteran status shall submit a written complaint to the City Manager, appropriate Department Head, or the Human Resource Officer. Individuals who are not comfortable communicating in writing may request a meeting to notify the City Manager or Human Resource Officer of the complaint verbally.
- (d) Employees and applicants are free to contact the Kansas Human Rights Commission and/or the United States Equal Employment Opportunity Commission at any time with any concerns they may have about alleged discrimination or harassment in the workplace, in addition to complying with the provisions of this Manual.

## **C-8 PERSONNEL FILE**

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

## **ARTICLE D. HOURS OF WORK**

### **D-1 DUTY HOURS AND WORK PERIODS**

*Fire Protection Personnel.* Fire protection personnel includes all regular, full-time Fire Department employees except the Fire Chief.

- (a) The work period for all fire protection personnel is the fourteen day alternate work period pursuant to Section 7 (k) of the FLSA regulations. The normal work week for full-time fire protection personnel shall average fifty-six hours (2,920 hours worked annually). Duty hours shall consist of a twenty-four hour shift. Fire department personnel shall work a three-platoon system consisting of a twenty-four hour shift on duty and forty-eight hours off duty. All fire protection employees shall be scheduled to work as assigned by the Fire Chief on any of the three platoons of personnel.
- (b) *Shift trading/substitution.* All fire protection personnel are permitted to trade shifts for their own benefit, so long as: (i) all trades are voluntary for both of the employees involved, (ii) management is notified of the trade in advance, (iii) the trade is cost-neutral to the City, and (iv) the employee working the shift is trained and fully qualified to do the job. When an

employee works additional hours in a work period beyond his/her regularly scheduled hours, as a substitute for another employee, those additional hours of work are treated as having been worked by the employee originally scheduled to perform the work (not by the employee who actually performed the work). Employees engaging in shift trades must comply with any departmental procedures governing such trades. Management shall have the right to reject any proposed trade if it would create operational problems for the department.

## **D-2 MEAL PERIODS AND REST BREAKS**

(a) *Meal Periods.*

(1) *Fire Protection Personnel.* Compensated meal periods for fire protection personnel shall be outlined in the Fire Department's standard operating procedures.

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

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

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

## **D-3 OVERTIME**

(a) All employees may be required to work overtime because of increased workload, absences of other employees, emergencies, etc. The employee organizations agree on behalf of their members that such employees shall accept necessary overtime assignments, and that they should consider Employer requirements for such necessary overtime assignments as justified priority over their personal convenience and any secondary employment. Full-time employees will be scheduled for overtime prior to scheduling overtime for temporary employees. (b) Any additional or extra

duty overtime worked shall be recorded as overtime. Any employees working overtime shall be paid at overtime rates for actual time worked.

- (b) All additional or extra duty hours worked must have prior authorization by the employee's Department Head or designee. At the time the employee turns in his time sheet or card, it shall be noted by the employee if the compensation for the extra hours of work shall be in the form of additional wages or compensatory time.
- (c) Each department shall attempt to distribute extra hours of work equitably among employees within each classification on an annual basis. Any adjustments to rectify inequitable distribution of extra hours of work shall be accomplished through future scheduling. Each department shall post a monthly report documenting the number of extra hours worked by each employee in every classification. Any time an employee is excused from scheduled extra hours of work, those hours not worked shall be counted for the purpose of distributing extra hours of work equitably.
- (d) An employee is not subject to being scheduled for prearranged extra duty hours while on holiday or leave.
- (e) *Extra Duty Fire Protection Personnel.*
  - (1) All regular duty hours worked in a work period in excess of 106 hours, shall be compensated for at a rate of one and one-half the employee's regular rate of pay. Hours worked for purposes of this subsection D-3(e)(1) shall include the hours of any type of paid leave.
  - (2) All staffing-based extra duty hours worked on the employee's scheduled day off, shall be compensated for at a rate of one and one-half the employee's regular rate of pay, unless the prearranged extra duty hours worked are on Christmas Day, Thanksgiving Day, or the Friday after Thanksgiving, then the hours worked shall be compensated for at a rate of two and one-half the employee's regular rate of pay. If an employee is notified after midnight that he or she will be required to work a staffing-based extra duty shift that same day, the employee shall be compensated at the rate of two times the employee's regular rate of pay for the first six (6) hours worked, and then at the rate of one and one-half the employee's regular rate of pay for the rest of the shift. A staffing-based overtime list shall be posted in the Fire Department. A staffing-based overtime list shall be defined as follows: Number one man on the call list shall be available for staffing-based extra duty; number two man on the list is available only if number one man is working the shift that is short. Staffing-based extra duty shall then be passed on to the next

succeeding member or members. An employee shall not be moved off of the staffing-based list unless he works twelve (12) hours of overtime. The Chief or his designee may at any time move an employee off of the staffing-based list, only if he has the written consent of the employee. The employee will be called a second time if needed and available. If not available, the employee goes to the bottom of the list. An employee called to work overtime shall be able to report within thirty minutes. A member on vacation or sick leave shall be ineligible for staffing-based extra duty. Employees shall not be subject to non-emergency call in from the last scheduled work shift prior to vacation to first scheduled work shift following vacation.

The following staffing-based extra duty list shall be posted:

- Officers' list shall include captains and Lieutenants.
- Drivers' list shall include lieutenants and drivers
- Firefighters' list shall include Firefighter I, II, and III

In addition to the above, a list shall be posted showing the relief officers from each shift. Relief officers shall work up a higher classification on a rotating basis.

#### **D-4 EMERGENCY EXTRA DUTY**

All employees may be required because of various emergency conditions (such as structure fire, natural disasters) to return to work after their normal duty hours for non-staffing based reasons. The Union agrees on behalf of its members that all members/employees shall accept necessary emergency extra duty assignments, and that they should consider Employer requirements for such necessary emergency extra duty assignments as justified priority over their personal convenience and any secondary employment. Hours worked or compensable time starts when the employee is notified to report to work; however, the employee must be able to report to work within thirty (30) minutes of notice. Any time an employee is called-back for emergency extra duty hours of work, the employee shall receive credit for a minimum of two hours worked. Emergency extra duty employees shall be compensated for hours worked at double their regular rate of pay. Actual time worked in excess of the two hour minimum shall be recorded. If the emergency extra duty response time overlaps with the employees regularly scheduled work hours, the employee shall receive their normal rate of pay from their normal starting work time forward.

#### **D-5 COMPENSATORY TIME**

An employee may be allowed to choose compensatory time in lieu of additional wages for extra hours worked. The calculation of compensatory time shall be at the applicable overtime rate. An employee may accumulate up to 120 hours of unused compensatory time. If this limit is reached, an employee must be paid in cash for additional accrued

hours or else must use some compensatory time before any additional overtime hours may be compensated in the form of compensatory time.

Compensatory time off may not be taken in increments of less than one hour, increased in half-hour increments until sufficient time is used to cover the entire absence. The Department Head must allow for the use of accumulated compensatory time within a reasonable period following the employee's request to take time off unless the operation of the department would be unduly disrupted by the employee's absence from work. If an employee requests the use of compensatory time prior to the day on which the time is to be used, then, in order to determine whether granting the request to use compensatory time off on any given day will disrupt the Department's operations, the Department Head or his or her designee may wait to respond to the request until the day prior to the requested day(s) off.

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

#### **D-6 HOLIDAYS**

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

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

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

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

(c) Full-time regular employees shall be paid twelve hours at their regular rate of pay for each holiday in lieu of holidays.

(d) It does not matter whether or not the employees identified in (c) above actually work on the holiday or not; they all get the cash compensation outlined above in lieu of holidays. Except for the three holidays listed

below, in addition to the pay in lieu of holidays, the above employees who actually work the holiday will be compensated for all actual hours worked at one and one-half times their normal rate of pay. Employees who actually work on Christmas Day, Thanksgiving Day or the Friday after Thanksgiving, in addition to the pay in lieu of holidays, will be compensated for all actual hours worked at two times their normal rate of pay. However, overtime and holiday compensation shall not be pyramided.

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

#### **D-7 JOB REASSIGNMENT (WORKING OUT OF CLASSIFICATION)**

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

Employees who are required by their Department Head to temporarily serve in a position with a higher job classification and responsibilities than their normal position for a minimum of one hour shall be compensated at the minimum rate of pay for that position for time actually worked in the higher classification. The employee will receive no less than a 4% increase in pay for working in the higher position, but in no event shall such an employee receive more than the maximum rate of pay for the higher position in which he is temporarily assigned to work. However, no employee may be temporarily assigned to a higher position and receive the rate of pay for that position without actually performing the work of the higher position.

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

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

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

## **D-8 ATTENDANCE**

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

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

## **D-9 TRAINING**

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

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

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

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

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

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

## **D-10 EDUCATIONAL REIMBURSEMENT**

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

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

## **D-11 RESIGNATION**

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

## **ARTICLE E. USE OF VEHICLES**

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

## **ARTICLE F. OTHER EMPLOYEE BENEFITS**

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

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

FY : 201~~76~~ (April 1, 201~~76~~ to March 31, 201~~87~~) \$9165.00 per budgeted position

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

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

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

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

## **ARTICLE G. STANDARDS OF CONDUCT AND PROGRESSIVE DISCIPLINE**

### **G-1 AUTHORITY TO DISCIPLINE**

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

## **G-2 GENERAL POLICY**

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

## **G-3 DISCIPLINARY ACTIONS**

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

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

suspension shall not be present at their work site without written permission from the Department Head (except to present a grievance under Article H or for union activities outlined in Article W).

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

#### **G-4 OFFICIAL COMMENDATION**

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

#### **G-5 PROCEDURE FOR DISCIPLINARY ACTION**

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

- (a) Initiate an investigation into the situation, either personally or by a designee. The investigation shall include interviews of any complaining employee or citizen, interviews with any available witnesses, and a discussion of the situation with the accused employee (during which the employee shall be given an opportunity to provide his or her side of the story). Any accused employee may have a representative of his or her employee organization, or another co-worker, present during any interview that may reasonably be expected to lead to discipline, at the option of the individual employee.
- (b) At the conclusion of the investigation, the findings of the investigation shall be documented in writing. The Department Head or their designee, shall consider the findings of the investigation, and shall make a tentative disciplinary decision. At that time, the Department Head or their designee shall again meet with the employee (and employee organization

representative or other co-worker, if desired) to discuss the findings of the investigation and to obtain any further input the employee wishes to provide.

- (c) The Department Head or his/her designee shall then make a final decision as to the disciplinary action, and provide written notice of the action to the employee. A copy of the documentation of the misconduct, negligence, or unsatisfactory performance, and written documentation as to form of disciplinary action taken, shall be inserted into the employee's personnel file. The employee may submit comments in writing to be attached to the record of the disciplinary action.

### **G-6 ADMINISTRATIVE LEAVE**

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

Employees who have been arrested for criminal conduct may be placed on an unpaid administrative leave, at the discretion of the City Manager, pending final resolution of the matter.

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

### **G-7 MISCONDUCT SUBJECT TO DISCIPLINARY ACTION**

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

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

- (d) Inducing or attempting to induce any officer or employee of the City to commit an unlawful act or to act in violation of any lawful or official order, regulation, or policy.
- (e) Conviction of or being granted a diversion for a violation of any state or federal criminal law involving dishonesty and/or violent behavior.
- (f) Conviction of or being granted a diversion for driving under the influence while operating a City vehicle.
- (g) Material falsification of application for City employment or making a false statement or report in regard to any test, certification or appointment or any attempt to commit any fraud that violates the merit principles of personnel administration.
- (h) Giving or attempting to give any monetary consideration, or the delivery of undeserved service to or from any person or organization for, or in connection with, any test or appointment.
- (i) Taking or offering to take from any person for the employee's personal use, any fee, gift or other thing or service of value, in the course of his or her work or in connection with it, when such gift or other valuable thing or service is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person; accepting a bribe, gift, money or other thing or service of value with the intention to perform or refrain from performing any official act; engaging in any act of extortion or other means of obtaining money or other things or services of value through his or her position in the service of the City.
- (j) Refusal to abide by any lawful official regulation or order, failure to obey any proper direction made by a Supervisor, Department Head or City Manager, or knowingly making a false statement to any employee or officer of the City.
- (k) Negligent or willful damage to public property, or waste of public supplies or equipment.
- (l) Wrongful taking or using any funds or property of the City for personal use or for sale or gift to others, or the making of any false claim against the City.
- (m) Incompetence, neglect of duty, or willful or continued failure to render satisfactory service.

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

**ARTICLE H. GRIEVANCES AND HEARINGS**  
**(REPRESENTED EMPLOYEES)**

Articles H and I apply only to those employees represented by a labor organization which has been certified or recognized by the City to represent the employee in question.

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

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

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

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

All appeals and answers referred to in this section, after the first step, must be in writing. In the event any of the appeals or answers are given by mail,

the postmark shall be considered to be the date of filing of either the grievance, grievance answer or appeal.

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

**ARTICLE I. ARBITRATION PROCEDURE**  
**(REPRESENTED EMPLOYEES)**

- (a) In the event IAFF Local 265 is not satisfied with the final result of the grievance procedure, IAFF Local 265 may file a notice to arbitrate with the other party within seven (7) calendar days after the final response has been rendered under the grievance procedure. Simultaneously with the filing of the notice to arbitrate, the filing party shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Each party may request one (1) additional panel in the event either party determines the panel presented to be unacceptable. The two parties shall split the Federal Mediation and Conciliation Service fee for the first panel of potential arbitrators, and the party requesting any additional panel shall pay the fee for the additional panel.

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

arbitrator a list of available dates for the scheduling of the arbitration hearing.

- (b) The issue to be submitted to the arbitrator shall be the same topic as initially submitted through the grievance procedure. It is the intent of the parties that issues not be submitted to an arbitrator until those issues have been considered through the grievance procedure.
- (c) The arbitrator shall be called upon to interpret the Manual but the arbitrator shall have no power to change, add to, subtract from, modify, or alter the Manual. The arbitrator shall have no power to award punitive damages or damages for pain and suffering, mental anguish, attorney's fees, front pay, interest, or the like. The arbitrator shall articulate the findings of fact and conclusions of law upon which the award was granted in writing. The arbitrator's decision must conform with limitations set by law and in this Manual.
- (d) The cost of the arbitrator shall be borne equally by both parties, except that each party shall be responsible for costs relating to their witnesses or representatives at the hearing.

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

- (e) The decision of the arbitrator shall be final and binding on all parties, provided that such decision is in conformity with limitations set forth by law and those in this manual.

#### **ARTICLE J. WORK STOPPAGE**

- (a) The Employer, employee organizations and other employees acknowledge that KSA Section 75-4333 (c)(5) prohibits strikes and/or lockouts. The employee organizations agree to abide by the laws of the State of Kansas and continue to protect the citizens of the community at all times, including periods of labor disputes. No employee organization official or agent shall directly or indirectly encourage bargaining unit members to engage in work stoppage activities, and no employee shall engage in any work stoppage.
- (b) In the event of any violation of this Article by employees represented by an employee organization, the Employer shall promptly notify the employee

organization. Upon receipt of such notification, the employee organizations agree to notify all employees engaged in such prohibited activity by certified mail and whatever additional means are appropriate that such actions are in violation of state law and this Manual, and to urge such employees to cease such activity. The employee organizations also agree to use their best efforts to ensure that any employees involved in such prohibited activity cease such prohibited activity as soon as possible. The Employer is free to pursue any and all legal means to insure compliance with this Article.

- (c) Any employees in violation of this Article may be terminated by the Employer without appeal, except that the individual in question shall have the right to utilize the grievance and arbitration procedures of this Manual for the sole purpose of attempting to prove that the employee was not involved in the activity alleged. The employee shall have no right to appeal the right of the Employer to discharge the employee if the employee was involved in activity in violation of this Article.
- (d) The Employer shall not request or instruct any employee to go through a lawful primary picket line of a striking employee organization. If material or equipment is needed immediately, the Employer agrees to notify the employee organization involved, who in turn shall aid in obtaining said equipment without necessity for causing any trouble. If there is an extreme emergency, this subsection shall not apply. Law enforcement personnel will perform all of their duties without regard to any picket line of any kind.

#### **ARTICLE K. REDUCTION IN FORCE**

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

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

In lieu of lay off, an employee may displace (“bump”) the lowest seniority employee within the same Department who is performing a job in an equal or lower classification. Provided, that the senior employee must be qualified to perform the job held by the lowest seniority employee. For purposes of this provision, department seniority will control. An employee may not displace an employee in his same classification. Such an employee who exercises his right of displacement must return to his former classification upon being recalled by the City. However, an employee loses his right to return to his former

classification if he has been a successful bidder for another job during his displacement from his former classification. Only one bump per employee per lay off will be allowed. If after the bump the employee is unable to perform the duties of the job they will either be laid off or re-assigned, at the discretion of the City Manager, regardless of seniority. Bumping privileges are not available for employees in their initial training period or any extension thereof.

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

## **ARTICLE L. WAGE ADMINISTRATION**

### **L-1 PAY PERIODS**

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

### **L-2 WAGE SCHEDULE**

The City maintains in effect a Wage Schedule in the form of a Policy Resolution setting forth the wage rates for each employee classification. The Policy Resolution will be updated annually. All changes shall be adopted by resolution of the City Commission.

~~There shall be no increase to base wage rates for the employees covered under this agreement during the 2016 fiscal year. Effective January 1, 2017, all existing base wage rates for represented employees shall be increased by 2%. Step increases within classifications and pay raises due to promotions will continue to be given to eligible employees as earned.~~

Each of the increases to base wage rates set out above shall go into effect unless the City Commission declares an economic hardship.

**L-3 STARTING WAGE AND WAGE INCREASE**

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

**L-4 PAYROLL DEDUCTIONS**

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

**ARTICLE M. EMPLOYEE LEAVE**

**M-1 VACATION LEAVE**

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

- (a) *Fire Protection Personnel.* A regular full-time fire protection employee who works fewer than 144 hours in any month shall not accrue vacation credit for that month of service. Hours worked shall include regularly scheduled shifts worked, overtime, authorized vacation, sick leave, personal day(s) and compensatory time.
- (b) Regular full-time fire protection employees accrue vacation leave according to the following schedule.

Yrs of Continuous Service	1yr.	2 thru 5	6 thru 9	10 thru 14	15 thru 19	Over 19
Shifts Accrued Per Month	0.500	0.500	0.750	1.00	1.00	1.00
Shifts Accrued Per Year	6	6	9	12	12	12
Maximum Shifts of Vacation Leave that can be taken at one time	0	6	9	12	12	12
Maximum Total Shifts of	NA	12	18	24	24	24

Vacation Accumulation Allowed	Leave Allowed <sup>1</sup>						
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<sup>1</sup>Not inclusive of vacation days being accrued between anniversary dates but not available to be used.

- (c) *Initial Training Period, Full-time Employees.* Vacation leave does not accrue during the initial training period. Initial training period employees will be retroactively credited with vacation leave for each month of employment, but only after successful completion of the training period. Employees terminated prior to attaining regular status are not entitled to receive any vacation pay upon termination.
- (d) *Holiday During Vacation – General Employees Only.* City holidays which occur during the taking of a general employee’s authorized vacation leave shall not be counted as a day of vacation.
- (e) *Accrual of Vacation Leave.* Vacation leave shall be accrued by employees at the current rate applicable for their years of service, from one anniversary date to the next anniversary date. An employee may only utilize the vacation leave after it has been fully accrued for a twelve month period from one anniversary date to the next. Exceptions may be made as solely determined by the City Manager (or his designee) in the case of special circumstances.
- (f) *Limitations on Vacation Accrual.* Vacation leave should be taken between the anniversary date after it has been fully accrued and the next anniversary date. An employee cannot accumulate or accrue vacation leave in excess of the maximum total days/shifts of accumulation allowed in the schedule set forth in this Section. Any employee who has reached the maximum accrual level shall not accrue any additional vacation time during any month in which his or her accrued vacation is at the maximum level. The employee shall again be eligible to accrue vacation pay in the month following the month in which he or she uses vacation leave, thereby bringing his or her total accrual below the maximum level.
- (g) *Postponement of Scheduled Vacation Leave.* An employee’s scheduled vacation may be postponed by the Department Head if necessitated by a manpower shortage. If an employee is required to work during any scheduled vacation leave, such employee shall take his vacation leave at a later date if at all possible. If the availability of manpower precludes the employee from taking the vacation leave at a later date, the employee, as determined by the City Manager, may be authorized to temporarily accumulate vacation in excess of the limits set forth in the schedule, or may be paid for such vacation leave at the employee’s regular rate of pay. Further, any employee whose approved vacation leave is cancelled shall be

paid at one and one-half times his or her regular hourly rate during the first shift that would otherwise have been part of the employee's scheduled vacation.

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

- (i) *Minimum hours.*

*Fire Protection Personnel.* Employees may use vacation leave in increments of not less than one 24 hour shift, subject to the approval of the Department Head.

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

*Fire Protection Personnel.* The Fire Department vacation request list shall be posted thirty (30) days prior to the beginning of each quarter. The Fire Department employees on each shift in order of seniority shall have three (3) calendar days in which to sign vacation leave requests. Any vacation leave requested by an employee during this initial signing period shall be in blocks of three (3) consecutive shifts. After an employee has had his three (3) day period to sign the vacation request list, he is not allowed to sign for any additional vacation leave until all of the employees on his shift have had the opportunity to sign the vacation request list. Starting on the nineteenth day of the initial signing period (after each employee on the shift has had his or her turn), any employee may sign the vacation request list on a first-come-first-serve basis for any open date. Vacation requests shall be submitted to the Fire Chief, and Chief or his designee shall respond to all such requests in writing within five (5) working days after the request is received. The written response shall either grant the vacation request, or provide a substantial reason for the denial of the request. Requests will not be denied simply because staffing needs for the day in question are not yet known. Nothing herein is to be construed as limiting the Employer rights to assign employees to different shifts at the discretion of the Employer.

Vacation requests shall be submitted at least one week in advance, unless there are extenuating circumstances as agreed to by the employee and the City. The employee shall consult the Fire Chief, or in his absence, the officer-in-charge. Only one employee shall be allowed to be on vacation

leave or personal day on any day. Vacation shall be defined as a twenty-four (24) hour tour of duty.

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

### **M-2 PERSONAL DAYS**

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

### **M-3 SICK LEAVE**

Full-time regular employees shall be entitled to sick leave with pay for absences resulting from illness, injuries, accidents or other physical incapacity, occurring either on or off the job. No employee shall be permitted to use sick leave for any period spent on unauthorized leave or during a scheduled vacation. The provisions of the Family and Medical Leave Act may apply in some circumstances, please see N-9 below.

- (a) *Accrual of Sick Leave.* Full-time fire protection personnel who work 144 hours or more in any month, shall accrue twenty-four (24) hours of sick leave per month of service. Hours worked shall include regularly scheduled shifts worked, overtime, authorized vacation, sick leave, personal day(s) and compensatory time.
- (b) *Accumulation of Sick Leave.* Sick leave accrual for full-time regular fire protection personnel is limited to one hundred twenty two (122) shifts. Employees who have accrued the maximum amount of sick leave, or who currently have more than the maximum amount of sick leave, shall not

accrue any additional sick leave until the month following any month in which the employee uses sufficient accrued sick leave to bring his or her total accrued sick leave below the applicable limit.

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

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

- (c) *Notification.* To be eligible for paid sick leave, an employee or their representative shall notify their immediate Supervisor and give the reason for the absence no later than one-half hour prior to their assigned start time of any workday for which sick leave is to be taken. Further, an employee may utilize sick leave with pay for physical examinations and dental work if they have provided notice to their immediate Supervisor as soon as they know of the need for the absence, or in any event at least by the last shift the employee worked prior to the requested absence.
- (d) *Physician's Certificate.* At the discretion of the City Manager, Department Head or their designee, an employee may be required to provide a signed statement from a health care provider verifying the employee's inability to perform their assigned duties due to illness for each absence due to illness or physical disability in excess of three (3) work days (in excess of one twenty-four 24 hour shift for fire protection personnel).
- (e) *Rate of Pay.* The rate of pay for sick leave shall be figured at the employee's regular base rate of pay at the time the sick leave was utilized.
- (f) *Termination/Retirement.* Full-time regular fire protection personnel hired on or after January 1, 1997, who terminate their employment by retirement,

and the beneficiaries of full-time regular employees who terminate their employment by death, shall be paid for up to a maximum of 32½ shifts of accumulated but unused sick leave at the employee's regular base rate of pay at the time of the retirement or death. Full-time regular fire protection personnel hired prior to January 1, 1997, who terminate their employment by retirement, and the beneficiaries of full-time regular employees who terminate their employment by death, shall be paid for up to a maximum of 45 shifts of accumulated but unused sick leave at the employee's regular base rate of pay at the time of retirement or death.

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

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

- (g) *Abuse of Sick Leave.* Any employee who abuses sick leave is subject to adverse personnel action, up to and including dismissal. Sick leave shall be used only for the employee's illness or the illness of a member of the employee's household, if the employee is caring for the family member.
- (h) *In Conjunction with Workers Compensation Benefits.* When any full-time regular employee is receiving compensation as a result of a compensable injury, the employee may utilize sick leave under this provision to the extent that is necessary to bring the employee's total benefit payments up to, but not exceeding, his regular base rate of pay. This partial use of sick leave benefits under these circumstances will be extended until the employee has exhausted their accumulated sick leave.

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

- (i) *Partial Absences.* Full-time fire protection personnel who have an absence for a fraction or part of a duty shift which is chargeable to sick leave shall be charged increments of not less than one hour minimum , increased in half-hour increments until sufficient time is used to cover the entire absence as approved by their Department Head.
- (j) *Use of Sick Leave for Other Household Members.* Any regular full-time employee may utilize up to 10 shifts of accumulated sick leave in any calendar year to provide care to a spouse, child, parent, spouse's parent (whether or not such spouse, child, parent, or spouse's parent is living in the employee's household) or any dependent living in their household who is incapacitated by sickness or injury or for their medical, psychological, dental or optical examination or treatment. This leave shall be available for any employee who wishes to attend to any person listed in the preceding sentence who is hospitalized, but only to the extent the employee is actually attending to such person at the hospital. At the discretion of the City Manager, Department Head or their designee, an employee may be required to provide a signed statement from a health care provider verifying the household member's illness or injury for each absence in excess of one 24-hour shift for fire protection personnel.
- (k) *In Conjunction With Scheduled Vacations.* If an employee becomes ill while on scheduled vacation, the employee's time away from work will ordinarily continue to be charged as vacation time, for the full length of the scheduled vacation. Employees who remain unable to work due to illness or injury after the conclusion of their scheduled vacation may apply for and use sick leave under the regular terms of this Section N-3. If, however, an employee is hospitalized or similarly fully incapacitated during a scheduled vacation, such that the employee cannot use the time away from work for rest and/or relaxation, the employee shall have the right to convert the remaining time away from work to sick leave, if the employee has sufficient sick leave accrued, preserving the vacation time for future use.
- (l) *Long Term Absences.* Any employee on leave of any kind – whether it be sick leave, injury leave, some other type of leave, or several different types of leave taken together – for a total consecutive period of more than one year shall be discharged from employment, except in cases involving on-the-job injuries where the employee is continuing to recover and where it appears that the employee may eventually be able to return to work.

In the case of any discharge under this Section N-4(k), if an opening in the job classification the employee held when discharged becomes available within two years after the date of the employee's discharge, and if the City elects to fill the opening, the discharged employee shall be entitled to the job, if the employee is then able to perform all essential functions of the job

and wishes to return to the job. The employee's ability to perform all functions of the job must be certified by a competent physician, acceptable to the City, in a written fitness for duty report. The employee must accept the position within five days after being notified of the opening, and must be available to begin working within two weeks. The employee must also pass a return-to-work drug test. Any employee who is discharged under this Section and who accepts some other position with the City during the two-year period described herein shall be ineligible to return to the position from which he or she was discharged pursuant to this paragraph.

#### **M-4 MATERNITY LEAVE**

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

#### **M-5 BEREAVEMENT LEAVE**

*Full-time fire protection personnel.* In the event of the death of a member of the employee's Immediate Family, Stepparent, Stepchild or Grandparent-in-law, the employee shall be granted paid bereavement leave to accommodate grieving process, attend services or handle the personal affairs of the decedent occurring during scheduled working hours not to exceed one (1) full 24 hour shift.

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

Upon request by management, any employee seeking funeral leave pay must provide proof of his or her relationship to the decedent. Any employee who attempts to claim funeral leave to which he or she is not entitled shall be subject to discipline under Article G-7(n).

#### **M-6 INJURY LEAVE**

- (a) All injuries occurring on the job shall be reported as soon as possible to the employee's immediate supervisor. Even if it is felt at the time the injury will not require medical treatment, at minimum, an incident report should be completed and turned in to the immediate Supervisor.

- (b) Any employee injured on the job shall be eligible to use accrued sick leave during the seven (7) day waiting period for workers compensation claims. See Article P.

### **M-7 MILITARY LEAVE**

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

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

### **M-8 CIVIL LEAVE**

- (a) *Civil Leave With Pay.* Full-time regular employees shall be given necessary time off with pay: (1) when performing jury duty; (2) when appearing in court as a witness acting in an official capacity in connection with the City and in answer to a subpoena; (3) when appearing in court as an expert

witness in an official capacity in connection with the City; (4) when performing emergency civilian duty in connection with national defense; or (5) for the purpose of voting when the polls are not open at least two hours before or after the employee's scheduled hours of work.

A full-time regular employee who receives a subpoena in connection with a criminal or civil matter (other than to be a witness or expert witness in an official capacity in connection with the City) shall be given a maximum of one day off with pay to comply with the subpoena, provided that: (1) the employee is not a party to the action; (2) the employee is not related by blood or marriage to a party to the action; and (3) the employee does not have a financial interest in the outcome of the action.

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

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

#### **M-9 FAMILY AND MEDICAL LEAVE ACT PROVISIONS**

- (a) In accordance with Family and Medical Leave Act of 1993 and amended in 2009, any qualifying employee will be granted up to 12 weeks of unpaid family and medical leave. Such leave is available as the results of the birth, adoption, or placement of a child for foster care; to care for a spouse, child, or parent with a serious health condition; the employee's own serious health condition; or a qualifying military exigency. Up to 26 weeks of unpaid family and medical leave is available for military caregiver leave on a one-time basis per FMLA regulations. FMLA leave shall be calculated on a rolling 12 month basis. Where possible, employees are required to provide at least 30 days notice before beginning to take leave.
- (b) *Use of paid leave.* Employees on FMLA leave shall utilize their accrued sick leave, vacation leave, and personal day(s) to cover any period of Family and Medical Leave concurrently with their FMLA leave, and shall convert to unpaid leave for any remaining portion of the twelve week allowance once all accrued paid leave is exhausted; except, that a maximum of twenty (20) days of paid sick leave for regular full-time employees, and a

maximum of ten (10) shifts of paid sick leave for regular full-time fire protection personnel, shall be available when FMLA-covered leave is used to provide care for a family member, or to spend time with a child following the child's birth, adoption, or placement with the family. *See* Article M-3(j). At employees option, they have the right to reserve five (5) days of accrued sick leave for post FMLA use. Employees who reserve accrued sick leave will not be eligible to receive any donated leave hours.

- (c) *Eligibility.* An employee must have worked for the City at least 12 months and for a minimum of 1,250 hours during the previous year. Where a husband and wife work for the City, the total number of weeks leave to which both are entitled to will be limited to 12 weeks during any 12 month period, if the leave is used to care for a child after birth, to care for a child after adoption or following placement in foster care, or to care for an employee's parent with a serious health condition. Where leave is requested as a result of a serious health condition, the employee will provide the City a certification statement issued by a health care provider. Should there be a question of the validity of the certification provided by the employee, the City may, at its own expense, require an opinion from a second healthcare provider. Where there is a conflict between the two opinions, the City may pay for the opinion of a third provider. The opinion of the third provider is binding on both the employee and Employer.
- (d) *Restoration.* An employee returning from FMLA-covered leave will be entitled to return to their position or to a position with equivalent benefits, pay and other terms and conditions of employment.
- (e) *Vacation and Sick Leave.* Employees on unpaid family leave will not accrue any vacation, or sick leave benefits; however, during the time period when the employee is utilizing accrued sick leave, vacation leave, or personal days, the employee will accrue said benefits.
- (f) *Health Insurance Coverage.* The City will continue to provide health care coverage under the same conditions as prior to the leave. Where the employee fails to return from leave, the City can recover the premium(s) that have been paid on behalf of the employee to maintain health care coverage. If failure to return to work is due to continuation, recurrence or onset of a serious health condition beyond the employee's control, the employee will not be liable for health care premiums paid while on family leave. In such cases, a certification issued by a health care provider will be required.

## **M-10 OTHER LEAVE**

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

## **M-11 REQUEST FOR LEAVE**

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

## **M-12 ACCEPTANCE OF OTHER EMPLOYMENT WHILE ON LEAVE**

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

## **ARTICLE N. PART-TIME, SEASONAL AND TEMPORARY EMPLOYMENT**

The City may from time to time, as conditions warrant, employ personnel on a regular or irregular part-time, seasonal or temporary basis. These employees shall be compensated at an appropriate rate for the job held; however, such employees shall not earn vacation leave, sick leave, holiday compensation, seniority, health or life insurance. (e.g., Green Thumb,-CETA, etc.)

**ARTICLE O. WORKERS COMPENSATION**

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

Compensation for compensable injury is only to the extent necessary to bring such employee’s benefit payments to, but not exceeding, his regular wage. The time covering partial sick leave payments under these circumstances will be extended to the extent that an employee will receive full normal sick leave. The usual procedure is for the City to pay the employee’s full regular salary as long as the employee has sick leave and/or accrued vacation available, and when a workers compensation check is received, the employee signs the check over to the City. The check is then converted into equivalent hours of sick or vacation and credited to sick or vacation accrued.

**ARTICLE P. RECOGNITION OF  
EMPLOYEE ORGANIZATION STEWARDS**

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

**ARTICLE Q. EMPLOYEE ORGANIZATION DUES**

The City will deduct employee organization dues from the pay of each employee from whom it receives written authorization, and will continue to make such deductions while the authorization remains in effect. Such deductions shall be made from the first pay period of each month following the month in which written authorization is received by the City. The sums so collected shall be remitted by the City to the business manager of the

employee organization, together with a list of the amount deducted from each employee. The employee organization shall provide the authorization forms and agree to hold the City harmless in case of dispute over honoring in good faith this authorization. The Employer will notify the employee organization if an authorization for withholding dues is canceled.

#### **ARTICLE R. WORKER SAFETY**

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

#### **ARTICLE S. BULLETIN BOARD**

- (a) The City shall designate at least one bulletin board to be utilized by each of the employee organizations for the posting of employee organization materials.
- (b) Materials posted shall concern elections, meetings, reports and other official employee organization business or notices of social and recreational activities, and no materials will be posted of a political nature; nor shall any materials derogatory to the City or other employees be posted. All material posted on the bulletin board shall either be on employee organization stationery or otherwise authenticated, and shall be authorized on its face by an officer of the employee organization.

- (c) Places will be provided in all departments where notices of a general nature may be posted. Accrued sick leave, available vacation days, compensatory time and seniority shall be posted in each department each month.

**ARTICLE T. P.E.R.B.**

It is the desire of the City and the union bargaining units to remain under the Public Employees Relations Board (P.E.R.B.) for the life of this agreement.

**ARTICLE U. EMPLOYEE UNION ACTIVITY**

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

**ARTICLE V. SEXUAL HARASSMENT**

**V-1 PURPOSE**

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

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

## **V-2 DEFINITION OF SEXUAL HARASSMENT**

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

## **V-3 PROCEDURE**

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

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

## **V-4 PROHIBITION OF RETALIATION**

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

## **ARTICLE W. OTHER HARASSMENT PROHIBITED**

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

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

### **ARTICLE X. WAGES**

The wage schedule applicable to City employees represented by the employee organizations listed below, for FY 2017~~6~~ is attached as Exhibit 1 hereto.

- International Association of Firefighters (I.A.F.F.) - Local #265

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

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

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

The wage schedules for FY 2017~~3~~, ~~2014~~ and ~~2015~~ are based on municipal revenue and expense budget estimates. Therefore, implementation of these wage schedules are dependent upon the actual availability of projected municipal revenues. Any modification to the wage schedules due to a lack of available revenues for any positions represented by a bargaining unit signatory to this agreement shall be subject to negotiation.

## **ARTICLE Y. FIRE DEPARTMENT**

### **Y-1 EMPLOYEE REPRESENTATION**

- (a) The Employer recognizes the International Association of Firefighters, Local 265, as the sole and exclusive collective bargaining representative for the employees in the following classifications:

Captain  
Lieutenant (Driver/Relief Officer)  
Driver  
Firefighter I, II, & III – Entry Level

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

The City and the IAFF jointly acknowledge that Captains receive authority to act on behalf of their employer in a variety of ways, such as by assigning work to employees, by scheduling employees, by responsibly directing employees in the absence of a higher ranking member of management, and/or by disciplining employees or effectively recommending discipline. The parties hereby agree that Captains have an obligation to exercise their authority in the best interest of the City. Captains who, after having been notified of the City's expectations, fail to actively and responsibly supervise the employees placed under their authority shall be subject to discipline.

- (b) The following job classifications are supervisory and/or confidential employees and are therefore excluded from employee representation:

Fire Chief  
City Inspector  
Administrative Secretary

### **Y-2 SAFETY GEAR**

The City shall furnish turnout equipment including coats, fire helmets, boots, gloves, and all other equipment which shall be worn or required by the employees on duty. It shall be the responsibility of the employee to see that safety equipment is worn, and to keep all equipment and property cared for, clean, and returned to its place of storage.

### **Y-3 UNIFORMS**

- (a) *Regular full-time employees* – the City shall establish and maintain a uniform fund for the purpose of supplying duty uniforms and workout clothing. Duty uniforms shall consist of dress shirts, t-shirts, sweatshirts, pants, belts, footwear, and jacket. Workout clothing shall consist of t-shirts,

shorts, sweatpants, and footwear. Any other items purchased out of this fund shall be approved by the Chief. Patches are to be supplied by the City.

The uniform fund shall consist of \$400.00 per year per eligible individual. This fund is to be used to purchase items to be worn on duty only. At the end of the year, any remaining balance of the fund will automatically roll over to the following year. At no time shall the fund per individual eligible (balance rolled over plus the City's contribution) exceed \$450.00. Annually, replaced workout clothing may be purchased from the City for \$10.00.

Upon termination, duty dress shirts and pants shall be returned to the City. Workout clothing may be purchased from the City for \$10.00.

- (b) *Initial Training Period Employees* – the City shall provide new employees with duty uniforms and work-out clothes as listed below, however these do not have to be new shirts and pants if the City has appropriate items in storage. Patches will be supplied by the City. Upon termination, all duty uniforms and workout clothes shall be returned to the City.

- One dress uniform Shirt
- Two pair of uniform pants
- Three t-shirts
- One sweat shirt
- One pair of sweat pants
- One pair of shorts

- (c) Employees shall be responsible for maintaining their uniforms. The shift leaders shall be responsible for their employees being in the proper uniform. Also, they shall be responsible for seeing that the uniform is of acceptable appearance and properly worn. Employees reporting to work in uniforms which are not in good condition can be sent home without pay by the Chief or his designee to change into proper uniform.

#### **Y-4 STAFFING REQUIREMENTS**

The City agrees to endeavor to maintain the present complement of manpower. The City further agrees that at all times there shall be at least five (5) employees on duty at the downtown fire station and at all times (with exception of mutual aid grass fires) there shall be at least three (3) employees on any first response vehicle including an officer, driver, and firefighter. Any second response vehicle shall be manned by no less than two (2) persons including a driver and firefighter.

When the department is reduced below five (5) employees for reasons of sickness, vacation, leave, or any other non-emergency reason, the City shall then refer to the staffing-based extra duty list for the next employee in line to work, it being understood that

the City has the right to schedule overtime work as required, in a manner most advantageous to the City, and consistent with requirements of municipal employment and the public interest. In any overtime situation, if an employee from the needed bracket is unavailable, the next higher bracket shall be called.

#### **Y-5 REDUCTION IN FORCE**

Notwithstanding the first sentence of Article L herein, in the event it becomes necessary to reduce the working force in any classification in the Fire Department, employees in such classification shall be reduced in reverse seniority order without regard to any other factor including qualifications.

#### **Y-6 TRAINING**

All employees in the Fire Department must participate in at least sixteen (16) hours of position specific training each year. Courses must receive prior approval from the Fire Chief. In determining what courses will be approved or rejected for any particular employee, the Chief will take into account the duties the employee in question regularly performs or should be prepared to perform, the knowledge required for any promotion the employee is seeking, and the courses the employee has previously attended or is scheduled to attend during the same calendar year. Similarly situated employees will receive the same training opportunities, provided the employee actively pursues the training in question. See Article D-11 for further provisions governing employee training.

Any employee above the rank of firefighter who fails to meet the training requirement set out above in two consecutive years shall be demoted to the rank of firefighter. Any firefighter who has not met this training requirement in any calendar year shall not be eligible for promotion during the following year.

#### **Y-7 P.E.R.B WAIVER**

By the signing of this Manual, the IAFF and the City specifically acknowledge that each has discharged its meet and confer obligation under applicable Kansas Statutes and both the City and IAFF hereby waive their rights to file any actions with the Kansas Public Employer Relations Board alleging lack of compliance with any such statutory guidelines, with respect to the negotiations which led to the signing of this Manual.

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

#### **Z.-1 INTRODUCTION**

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

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

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

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

## **Z-2 DEFINITIONS & PROHIBITED ACTIVITIES**

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

- (5) Refusing to submit to drug or alcohol testing;
  - (6) Refusing to execute any consent, release, or other document in connection with this Policy;
  - (7) Refusing to enroll in and fully comply with the terms of any employee assistance program if directed to do so by the City.
- (b) For purposes of this Policy, the following terms have the following meanings:
- (1) "Alcohol" means ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol. Alcohol tests shall be deemed positive only where testing shows a blood alcohol concentration of .04 or higher.
  - (2) "Drug" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, a metabolite of any of the substances listed herein, or any other drug controlled under federal law.
  - (3) "Prescribed drug" is any substance prescribed for individual consumption by a licensed medical practitioner.
  - (4) "City property" includes City vehicles and any other location where the employee is within the scope and course of his or her employment.

### **Z-3 DRUG AND ALCOHOL TESTING**

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

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

(a) **CIRCUMSTANCES FOR DRUG AND ALCOHOL TESTING**

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

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

(2) Employee Testing:

[a] Random – testing may be conducted to determine abuse of drugs; only employees in safety-sensitive positions, including firefighters, and any others who are engaged in activities which directly affect the safety of others are subject to random testing.

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

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

[c] Post-accident – testing will be conducted after any accident that requires any individual to seek outside medical care (other than first aid), or that results in property damage greater than five hundred dollars (\$500).

[d] Scheduled, periodic – testing for abuse of drugs may be conducted as part of a routinely-scheduled employee fitness-for-duty medical examination. Only employees who are police officers, firefighters, dispatchers, water treatment operators, and any others who are engaged in activities which directly affect the safety of others are subject to testing under this paragraph.

[e] Post-rehabilitation – no notice is required for testing of an employee for up to two years after his or her return to work following a confirmed positive test, or participation in a drug or alcohol dependency treatment program.

(b) CONSEQUENCES OF REFUSAL TO SUBMIT TO TESTING

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

(c) CONSEQUENCES OF A POSITIVE TEST RESULT

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

(d) PRESCRIPTION DRUGS

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

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

(e) DRUG AND ALCOHOL TESTING PERSONNEL AND STRUCTURE

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

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

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

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

(f) CONFIDENTIALITY OF TEST RESULTS

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

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

(g) CHALLENGE TO POSITIVE TEST RESULTS

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

(h) EMPLOYEE ASSISTANCE PROGRAM

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

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

Copies of this Policy will be distributed to all employees.

(i) DRIVING UNDER THE INFLUENCE OF ALCOHOL

All employees who drive City vehicles or operate City machinery must promptly report any conviction, guilty plea, or no-contest plea involving a charge of operating a motor vehicle while under the influence of alcohol, whether on or off duty. Employees failing to report shall be discharged. Employees who receive DUI convictions, who enter guilty or no-contest pleas, or who receive a diversion for their on-duty conduct, or for conduct while operating a City vehicle, will be discharged from employment. Employees who receive a DUI conviction, who enter guilty or no-contest pleas, or who are granted a diversion for off-duty conduct shall not drive City vehicles, operate City equipment on roadways, or take call-out in driving position for two months following the date of the conviction, plea, or other triggering event. In the event the employee's license is suspended,

the employee will not drive any City vehicle or any City equipment on roadways or take call-outs in driving positions for the term of the suspension, and any subsequent period during which restrictions such as steering wheel interlock devices remain effective. If these restrictions result in a lack of work for the employee, he or she may be transferred to another position or department, or may be sent home without pay if no productive work is available. Employees performing work of a lower pay grade shall receive the top pay rate appropriate for the work performed, or the employee's regular rate, whichever is lower. Employees who have incurred an initial violation during employment with City, and who receive any additional DUI conviction, or who enter guilty or no-contest pleas, or who receive a diversion for off-duty conduct shall be discharged from employment. The City will also follow DOT rules for CDL Drivers, to the extent such rules require any additional response to DUI incidents.

**CITY OF COFFEYVILLE**

**DRUG OR ALCOHOL TESTING CONSENT FORM**

DATE: \_\_\_\_\_

EMPLOYEE/APPLICANT NAME: \_\_\_\_\_  
(Circle One)

DEPT: \_\_\_\_\_ DEPARTMENT HEAD: \_\_\_\_\_

NAME OF CITY REPRESENTATIVE  
REQUESTING TEST: \_\_\_\_\_

NAME OF CITY REPRESENTATIVE  
ACCOMPANYING EMPLOYEE: \_\_\_\_\_

\*\*\*\*\*

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

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

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

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

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

EMPLOYEE/APPLICANT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY REPRESENTATIVE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## ARTICLE AA. POLITICAL ACTIVITY

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

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

## **ARTICLE BB. COMPUTER, E-MAIL AND INTERNET USE**

City employees have no right to privacy in their use of City computers, cellphones, tablets, computer generated documents, computer files, e-mails messages, e-mail attachments, voice mail messages, text messages or other similar electronic media. Neither Internet use, nor the storage of any downloaded material is confidential. The City may monitor and review computer generated work product, computer files, e-mail communications, and Internet use at any time, without notice to any employee. It is a violation of City policy to use City computers, Internet connections, or e-mail for inappropriate purposes. Any personal use should be limited in nature, should only involve matters the employee does not wish to keep private, and should not interfere with the employee's job duties in any way.

Prohibited Activities include but are not limited to:

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

## **ARTICLE CC. WORKPLACE VIOLENCE**

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

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

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

# MEMORANDUM OF AGREEMENT

Between

CITY OF COFFEYVILLE

and

INTERNATIONAL UNION OF OPERATING  
ENGINEERS  
LOCAL 123 AFL-CIO

January 1, 20176 – December 31, 20176

Date: December 13, 2016~~March 22, 2016~~ (Resolution No. R-16-~~57~~)

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## **ARTICLE A. GENERAL PROVISIONS**

### **A-1 OBJECTIVES/PURPOSE**

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

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

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

### **A-2 MANAGEMENT RIGHTS**

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

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

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

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

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

### **A-3 EQUAL EMPLOYMENT OPPORTUNITY**

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

### **A-4 AMERICANS WITH DISABILITIES ACT**

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

## **A-5 RECOGNITION**

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

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

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

#### **ELECTRIC UTILITY - GENERATION DIVISION**

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

#### **DEPARTMENT OF ENGINEERING**

Custodian  
Engineer Surveyor/Draftsman  
HVAC/R Technician

**DEPARTMENT OF FINANCE**

Utility Clerk  
Meter Reader

**WATER/WASTEWATER UTILITIES**  
**WATER DISTRIBUTION & WASTEWATER COLLECTION DIVISION**

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

**WATER & WASTEWATER TREATMENT DIVISION**

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

**DEPARTMENT OF ADMINISTRATION**

Deputy City Clerk – Entry Level

**DEPARTMENT OF PUBLIC SERVICE**  
**STREET & ALLEY DIVISION**

Crew Foreman  
Operator - Heavy Equipment  
Operator - Light Equipment  
Laborer – Entry Level  
~~Maintenance Shop Mechanic – Entry Level~~  
[Mechanic I](#)  
[Mechanic II](#)

## **PARK MAINTENANCE & CEMETERY**

Crew Foreman  
Truck Driver  
Care taker – Entry Level  
Laborer – Entry Level  
Operator – Heavy Equipment  
Operator – Light Equipment  
Cemetery Sexton – Entry Level

## **WIRELESS INTERNET**

Wireless Internet Technician

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

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

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

## **A-6 DEPARTMENTAL GUIDELINES**

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

## **A-7 DEFINITIONS**

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

## **A-8 DEFINITIONS**

All words and phrases shall be construed and understood according to common and approved usage of the language. Use of the masculine gender shall extend to and be applied to the feminine gender as well and vice versa. The word “shall” is used to indicate a mandatory

action, and the word “may” is used to indicate a permissive action. The following terms are specifically defined as indicated:

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

- (2) *Regular, part-time.* A person who is employed to work less than a normal work week of forty (40) hours on a regular and continuing basis and who has successfully completed the initial training period.
  - (3) *Temporary/seasonal.* A person employed to work on a regular and/or recurring basis during a specific season or portion of a year.
  - (4) *Trainee.* A regular employee serving in their initial training period as described in Section C-4.
- n. **ENTRY LEVEL BARGAINING UNIT REPRESENTED POSITION:** Any entry-level position in a bargaining unit that has selected union representation. This designation does not necessarily mean the position does not require any prior education, training or experience.
  - o. **HOLIDAY:** The twenty-four (24) hour period of midnight to midnight of the day observed.
  - p. **IMMEDIATE FAMILY:** Employee's spouse, children, sister, brother, parents, stepparents, stepchildren; grandparents, grandchildren, and in-laws (mothers, fathers, brothers, sisters, sons and daughters).
  - q. **PROMOTION:** Advancement to a higher position (other than entry level positions) that normally results in increased responsibility and pay rate.
  - r. **SUPERVISORY EMPLOYEE:** Has the meaning given in K.S.A. § 75-4322(b).
  - s. **VOLUNTEER:** A non-paid individual in the position he or she holds. When acting as a volunteer an individual is not an employee regardless of other City employment. Employees cannot serve as volunteers within the department in which they are employed.

## ARTICLE B. POSITION CLASSIFICATIONS

### **B-1 OBJECTIVES AND PURPOSES**

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

### **B-2 JOB DESCRIPTIONS**

Each position shall have a concise descriptive title, a description of the essential and marginal functions (tasks) of the position, and a statement of the qualifications for filling such

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

### **B-3 PAY RANGE PLAN**

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

### **B-4 MAINTENANCE OF THE CLASSIFICATION PLAN**

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

## **ARTICLE C. RECRUITMENT AND PROMOTION**

### **C-1 NEPOTISM**

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

## **C-2 RECRUITMENT**

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

## **C-3 QUALIFICATIONS OF EMPLOYMENT**

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

## **C-4 TRAINING PERIOD**

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

- (c) Employees in their initial training period shall have no seniority rights during said period. If the training period is successfully completed by regular full-time employees, however, it shall be considered as service for seniority purposes.

### **C-5 PROMOTIONS & HIRING**

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

all other benefits shall be retained. If an employee is awarded a job bid within the same Department but a different Division, the employee shall retain Department seniority but will accrue Division and classification seniority from the date they were awarded the job.

(c) Bargaining Unit Represented Position Promotions:

1. Whenever more than one person is considered to be qualified and eligible for promotion to the vacant position, selection shall be made on the basis of competitive examination and/or interview. Competitive examinations and interviews will be job related. The content and administration of the competitive examination and interview is within the discretion of the City Manager. All employees seeking promotion shall be expected to meet the minimum qualifications for the position to which they seek promotion. A medical examination or other testing, including drug testing, may be required only after an offer of promotion has been made, provided that, such exams or testing are required of all such employees who are offered promotions to that position. The offer of promotion is contingent upon the applicant passing the required tests.
2. Each employee promoted to a classification with higher pay and increased responsibility shall undergo a training period of six months in order to achieve minimal competency in the new position. If the employee cannot demonstrate a minimum level of competency within the six-month training period or decides within the first ninety (90) days of the training period that they do not want the promotion, the employee shall be returned to their former position and pay level. Employees requesting to return to their former position after the 90th day of their training period may be returned at the discretion of the City Manager. Any employee who is returned to their former position within the six (6) month training period, whether at his or her request or at the discretion of the City, shall be ineligible to bid on any promotion or to apply for any Bargaining Unit Represented Position for a period of one (1) year from the date they are returned to said former position.
3. After a bargaining unit represented position vacancy occurs (other than Entry Level Bargaining Unit Represented Positions) and the City Manager, after consulting with the Department Head determines the position should be filled, the job shall be bulletined in all City departments for seven (7) working days during which time full-time, regular employees with proper qualifications will be entitled to submit bids for such jobs. Bids shall be filed by employees with the Employer before the time for bidding closes.

4. Management shall determine those applicants who are qualified for the appointment, and which applicant is most qualified from among the qualified applicants. In judging the qualifications of applicants, management shall consider ability, training, education, competence, experience, and initiative, along with performance during the competitive examination and/or during the job interview. If none of the incumbent full time, regular employees who bid are qualified, or if no bids are received, the City may hire an external applicant for the job or decline to fill the position.
5. When two or more qualified applicants are determined by management to be equally qualified, the vacancy will be filled by the most senior applicant. Seniority is defined as the length of continuous regular full-time service within the classification, division, department or City, as appropriate. Determination of seniority is to be made in order of priority as follows:
  - (a) Seniority in the division the vacancy is in.
  - (b) Seniority within the department which has the vacancy.
  - (c) Departmental seniority in any City department.
  - (d) Seniority as a City employee.

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

- (a) Termination for cause
  - (b) Resignation
  - (c) Being on layoff or leave status for more than twenty-four (24) months (except for military leave which will be governed under applicable federal and state laws).
6. When the successful bidder has been determined, a notice will be posted in all City departments stating the successful bidder's name.
  7. The successful bidder, if a current employee, will be placed on the job at the conclusion of the selection process, and will be on a training period for six (6) months, unless an extension of this period is mutually agreed to by the Employer and the employee. During this training period, the employee shall retain seniority in the Department s/he leaves. Upon successful completion of the training period s/he will lose all seniority rights in the Department s/he left and will assume and accrue seniority in the new Department from the date s/he was awarded the job. City seniority, accrued vacation and sick leave, and all other benefits shall be retained. If an employee is awarded a job bid within the same Department but a different Division, the employee shall retain Department seniority but will

accrue division and classification seniority from the date s/he was awarded the job.

- (d) Regular, full-time employees who are on layoff and have kept their seniority current as provided for in this Agreement shall be allowed to bid for Bargaining Unit Represented Position Promotions under the provisions of paragraph (c) herein and be awarded jobs that are posted while they are on layoff status. Further, these same employees may apply for Entry Level Bargaining Unit Represented Positions pursuant to the provisions of paragraph (b) herein.
- (e) Employees who are working in jobs that are part of an apprenticeship program will not have to bid to get to the next higher level but will be raised to the next higher level at the end of the time limit, provided they have met the criteria for the next higher level.
- (f) This subsection (f) shall apply to all promotions within the Electric Generation Plant, and not to promotions in any other area. Any provisions in the preceding subsections that are inconsistent with the provisions of this subsection (f) shall not apply to promotions within the Electric Generation Plant.

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

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

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

The testing procedure shall be administered on a pass/fail basis, and all employees passing the procedure shall then be eligible to submit bids for promotion to the next higher level when an opening occurs. An employee who fails the testing

procedure shall not be eligible to test again for a period of one year. The City may waive the time frame of eligibility before retesting if manpower losses dictate, position remains open or new position becomes available.

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

#### **C-6 COMMERCIAL DRIVERS LICENSE**

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

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

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

#### **C-7 NONDISCRIMINATION**

- (a) The Employer and the recognized employee organizations agree that they shall not intimidate, coerce, or in any manner interfere with the rights of bargaining unit employees or non bargaining unit employees to form, join or assist an employee organization or to refrain from any such activities, including the right to withdraw, revoke or cancel employee membership at any time.
- (b) The Employer shall not discriminate against any employee organization steward who from time to time represents other employees, nor will the Employer discriminate against any employee who files a grievance against the Employer. Neither the Employer, any employee organization, nor any individual employee

shall discriminate or retaliate against any individual who is called to testify at a grievance or arbitration hearing.

- (c) Any employee who believes he or she has been discriminated against or harassed on the basis of race, color, national origin, ancestry, sex, age, disability or veteran status may file a grievance under the provisions of this Agreement, and shall submit a written complaint to the City Manager, appropriate Department Head, or the Human Resource Officer. Individuals who are not comfortable communicating in writing may request a meeting to notify the City Manager or Human Resource Officer of the complaint verbally.
- (d) Employees and applicants are free to contact the Kansas Human Rights Commission and/or the United States Equal Employment Opportunity Commission at any time with any concerns they may have about alleged discrimination or harassment in the workplace, in addition to complying with the provisions of this Agreement.

#### **C-8 PERSONNEL FILE**

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

## ARTICLE D. HOURS OF WORK

### D-1 DUTY HOURS AND WORK PERIODS

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

Each Department Head shall establish and post regular work schedules for the employees in his or her Department. Department Heads may change regular work schedules based upon the needs of the City. When changing regular work schedules, the Department Head shall notify the effected employees of the reason(s) for the change, and shall provide at least one week notice in advance of the change, unless it is not practicable to provide such notice. Summer hour schedules shall be implemented at the same time for all departments and subdivisions that use modified summer schedules.

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

- (b) *Shift Employees.* Shift employees include all regular, full-time City employees in departments or divisions of a department that operate on a 24-hour basis. The work period for all shift employees in the Water/Wastewater Utility is the seven-day work week that begins at 11:00 p.m. on Sunday and ends at 11:00 p.m. the following Sunday. The work period for all shift employees in the Electric Department is the seven-day work week that begins at 10:00 p.m. on Sunday and ends at 10:00 p.m. on the following Sunday. The normal work period for full-time shift employees shall be forty hours, consisting of five, eight-hour shifts that are inclusive of an on-duty meal period of thirty (30) minutes or less that shall be interrupted by work demands (2,080 hours worked annually). Shift employees shall be scheduled to work as assigned by the Department Head on any of the seven days of the work period; but with the exception of relief personnel (swing shift/shift breakers) employees shall normally have regularly scheduled work days, shift rotations, and days off. However, at the direction of the Department Head the shift worked by individual employees may be rotated. Further, the regular work days and days off of personnel may be adjusted by the Department Head.
- (c) *Shift trading/substitution.* All shift employees are permitted to trade shifts for their own benefit, so long as: (i) all trades are voluntary for both of the employees involved, (ii) management is notified of the trade in advance, (iii) the trade is cost-neutral to the City, and (iv) the employee working the shift is trained and fully qualified to do the job. When an employee works additional hours in a work period beyond his/her regularly scheduled hours, as a substitute for another

employee, those additional hours of work are treated as having been worked by the employee originally scheduled to perform the work (not by the employee who actually performed the work). Employees engaging in shift trades must comply with any departmental procedures governing such trades. Management shall have the right to reject any proposed trade if it would create operational problems for the department. Shift trades that would require an employee to work more than sixteen (16) hours in any twenty-four (24) hour period are prohibited.

## **D-2 MEAL PERIODS AND REST BREAKS**

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

- [a] General Employees – If a general employee who is not on standby is called in early or held over without advanced notice and for the City’s convenience and the employee is not released from the job site to obtain their meal, the cost of the meal shall be paid by the City, upon presentation of a valid, dated receipt. (otherwise, the cost of the meal shall be paid by the employee). The cost of the meal paid for by the City shall not exceed \$9.00.
- [b] Shift Employees – Operating employees at the Electric Generation Plant, Water Filtration Plant and the Wastewater Treatment Plant who are called out or not relieved at the end of their shift and must remain on the job to fill the next shift without prior notice may be allowed to send one employee to the nearest food store to obtain something to eat, or to a restaurant to pick up a meal and return to the plant to eat. At the Electric Generation Plant, a utility employee is to be sent for meals, the operator and assistant operator shall not leave the Plant. If there is only one employee on duty and they can not leave the work site, if they call in an order to be delivered the City will pay for up to \$9.00 of their meal cost upon presentation of a valid, dated receipt. Otherwise, the cost of the meal shall be paid for by the employee.
- [c] The City will not pay any meal allowance for any employee who does not actually purchase a meal, and will pay only for amounts actually spent, as shown on a valid, dated receipt.

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

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

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

### D-3 OVERTIME

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

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

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

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

- (2) Due to the multitude of variables beyond the control of the Employer, prearranged extra duty hours may periodically need to be canceled or rescheduled by the Department Head. If an employee is scheduled to

work extra duty hours past the end of a scheduled work day, there shall be no compensation for canceled or rescheduled extra duty hours. If an employee is scheduled for extra duty hours that require them to report to work early on a scheduled work day, to return for additional hours of work between scheduled work days, or to report for work on any scheduled day off, and they are not notified while on duty the day prior to when they were to report for these additional hours that they have been canceled or rescheduled, at least two hours prior to when they were to report for these additional hours that they have been canceled or rescheduled, these employees shall be compensated for two hours of work at double the employee's regular rate of pay. However, if the scheduled prearranged extra duty hours are canceled due to weather conditions, the City shall make an effort to provide notice of at least one hour prior to the reporting time, but under no circumstances will compensation be required regardless of whether any notice is given.

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

#### **D-4 STANDBY (ON-CALL) TIME**

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

make repairs to restore service during the time period beginning at quitting time on Friday and ending at the beginning time on the following Monday. The standby employee must be able to report to work within thirty minutes of notice of a service call. Weekend standby employees shall receive compensation equal to twelve (12) hours pay at one and one-half times their regular rate of pay for this standby service. On holidays, the weekend standby employees shall receive compensation equal to six (6) hours pay at one and one-half times their regular rate of pay for this standby service. Except for hours actually worked responding to service calls, this standby compensation is not counted as hours worked for overtime purposes. For two day weekends, the compensation for the first six (6) actual hours of service is included in the compensation for weekend standby. For holidays, the compensation for the first three (3) actual hours of service is included in the compensation standby.

- (c) *Compensation for Service Calls.* Hours worked or compensable time starts when the standby employee is notified of the service call (limited to a maximum of 30 minutes response time). After a weekend/holiday standby employee has actually worked an accumulation of six hours responding to service calls on a weekend or an accumulation of three hours responding to service calls on a holiday, the standby employee shall receive a minimum of two hours worked for each additional service call to which they respond. Any time a weekday standby employee responds to a service call, they shall receive credit for a minimum of two (2) hours worked. If multiple service calls are handled by the standby employee within any two hour minimum period, they would not receive additional compensation, even if the employee has returned home. Actual time worked in excess of the two hour minimum shall be recorded and paid at overtime rates for actual time worked.

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

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

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

All employees may be required because of road conditions, leaks, interruptions in service, emergencies, etc. to return to work after their normal duty hours without it being prearranged. The employee organizations agree on behalf of their members that all members/employees shall accept necessary call-out assignments, and that they should consider Employer requirements for such necessary call-out assignments as justified priority over their personal convenience and any secondary employment. Hours worked or compensable time starts when the employee is notified to report to work; however, the employee must be able to report to work within thirty (30) minutes of notice. Any time an employee is called-back for extra hours of work that was not

prearranged, the employee shall receive credit for a minimum of two hours worked. Call-back employees shall be compensated for hours worked at double their regular rate of pay. Actual time worked in excess of the two hour minimum shall be recorded. If the call-out response time overlaps with the employees regularly scheduled work hours, the employee shall receive their normal rate of pay from their normal starting work time forward.

#### **D-6 COMPENSATORY TIME**

An employee may be allowed to choose compensatory time in lieu of additional wages for extra hours worked. The calculation of compensatory time shall be at the applicable overtime rate. An employee may accumulate up to 80 hours of unused compensatory time. If this limit is reached, an employee must be paid in cash for additional accrued hours or else must use some compensatory time before any additional overtime hours may be compensated in the form of compensatory time.

Compensatory time off may not be taken in increments of less than a one hour minimum. The Department Head must allow for the use of accumulated compensatory time within a reasonable period following the employee's request to take time off unless the operation of the department would be unduly disrupted by the employee's absence from work. If an employee requests the use of compensatory time prior to the day on which the time is to be used, then, in order to determine whether granting the request to use compensatory time off on any given day will disrupt the Department's operations, the Department Head or his or her designee may wait to respond to the request until the day prior to the requested day(s) off.

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

#### **D-7 HOLIDAYS**

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

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

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

- (b) When New Year's Day, Independence Day, Veterans' Day or Christmas falls on a Saturday or Sunday, the preceding Friday or following Monday, respectively shall be declared as the holiday.
- (c) *Shift employees.* These full-time employees shall be paid eight hours at their regular rate of pay for each holiday in lieu of holidays.
- (d) It does not matter whether or not the employees identified in (c) above actually work on the holiday or not; they all get the cash compensation outlined above in lieu of holidays. Except for the three holidays listed below, in addition to the pay in lieu of holidays, the above employees who actually work the holiday will be compensated for all actual hours worked at one and one-half times their normal rate of pay. Employees who actually work on Christmas Day, Thanksgiving Day or the Friday after Thanksgiving, in addition to the pay in lieu of holidays, will be compensated for all actual hours worked at two times their normal rate of pay. However, overtime and holiday compensation shall not be pyramided.
- (e) Regular part-time, Seasonal, and Temporary Employees shall not receive paid holidays.
- (f) To be eligible to receive pay for a City holiday, an employee must not have been absent without leave on the scheduled workday before or the scheduled workday after the holiday.

#### **D-8 JOB REASSIGNMENT (WORKING OUT OF CLASSIFICATION)**

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

Employees who are required by their Department Head to temporarily serve in a position with a higher job classification and responsibilities than their normal position for a minimum of one hour shall be compensated at the minimum rate of pay for that position for time actually worked in the higher classification. The employee will receive no less than a 4% increase in pay for working in the higher position, but in no event shall such an employee receive more than the maximum rate of pay for the higher position in which he is temporarily assigned to work. However, no employee may be temporarily assigned to a higher position and receive the rate of pay for that position without actually performing the work of the higher position.

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

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

Electric Generation Personnel: Shift Breakers, other than Relief Switchboard Operators, who are scheduled to work temporarily in a higher classification during plant operations will not be scheduled nor compensated for said higher classification during periods when operation employees move from shift hours to maintenance hours. Out of classification pay for Chief Operator will be paid to next Operator in line when Chief Operator is gone more than five (5) days. Employees who are required by their Department Head to temporarily perform Chief Operator job responsibilities shall be compensated at the minimum rate of pay for that position for time actually worked in the higher classification.

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

#### **D-9 SHIFT DIFFERENTIAL**

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

#### **D-10 ATTENDANCE**

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

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

#### **D-11 TRAINING**

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

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

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

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

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

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

#### **D-12 EDUCATIONAL REIMBURSEMENT**

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

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

## **D-13 RESIGNATION**

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

### **ARTICLE E. USE OF VEHICLES**

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

### **ARTICLE F. OTHER EMPLOYEE BENEFITS**

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

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

| FY 2017~~6~~ (April 1, 2017~~6~~ to March 31, 2018~~7~~): \$9165.00 per budgeted position

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

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

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

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

## **ARTICLE G. STANDARDS OF CONDUCT AND PROGRESSIVE DISCIPLINE**

### **G-1 AUTHORITY TO DISCIPLINE**

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

### **G-2 GENERAL POLICY**

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

### **G-3 DISCIPLINARY ACTIONS**

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

- (a) *Verbal Warnings.* A verbal warning is an oral reprimand given to an employee by their Supervisor, Department Head or City Manager. A written record of the

warning shall be recorded in the employee's file. Verbal warnings shall not be used as the basis for disciplinary action, after two (2) years from the date of the warning, and shall be removed from the City's personnel file on the employee.

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

#### **G-4 OFFICIAL COMMENDATION**

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

#### **G-5 PROCEDURE FOR DISCIPLINARY ACTION**

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

- (a) Initiate an investigation into the situation, either personally or by a designee. The investigation shall include interviews of any complaining employee or citizen, interviews with any available witnesses, and a discussion of the situation with the accused employee (during which the employee shall be given an opportunity to

provide his or her side of the story). Any accused employee may be represented by a Union representative during any interview that may reasonably be expected to lead to discipline, at the option of the individual employee.

- (b) At the conclusion of the investigation, the findings of the investigation shall be documented in writing. The Department Head or their designee, shall consider the findings of the investigation, and shall make a tentative disciplinary decision. At that time, the Department Head or their designee shall again meet with the employee (and employee organization representative, if desired) to discuss the findings of the investigation and to obtain any further input the employee wishes to provide.
- (c) The Department Head or his/her designee shall then make a final decision as to the disciplinary action, and provide written notice of the action to the employee. A copy of the documentation of the misconduct, negligence, or unsatisfactory performance, and written documentation as to form of disciplinary action taken, shall be inserted into the employee's personnel file. The employee may submit comments in writing to be attached to the record of the disciplinary action.

#### **G-6 UNSATISFACTORY PERFORMANCE**

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

#### **G-7 ADMINISTRATIVE LEAVE**

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

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

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

## **G-8 MISCONDUCT SUBJECT TO DISCIPLINARY ACTION**

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

- (a) Violation of the City's prohibition against harassment in the workplace (Articles X and Y).
- (b) Discharge of duties in a manner which results in discrimination against any person on the basis of race, religion, color, sex, age, disability, veteran status, national origin, or ancestry.
- (c) Violation of the City's Drug and Alcohol Abuse Policy (Article EE).
- (d) Inducing or attempting to induce any officer or employee of the City to commit an unlawful act or to act in violation of any lawful or official order, regulation, or policy.
- (e) Conviction of or being granted a diversion for a violation of any state or federal criminal law involving dishonesty and/or violent behavior. "Violent behavior" as used in this subsection shall include any act that involves physical contact with the victim or target of the conduct in question, and any act that involves the intentional destruction of another person or entity's property, but shall not include mere verbal altercations unless such altercations include threats of immediate bodily harm.
- (f) Conviction of or being granted a diversion for driving under the influence while operating a City vehicle.
- (g) Material falsification of application for City employment or making a false statement or report in regard to any test, certification or appointment or any attempt to commit any fraud that violates the merit principles of personnel administration.
- (h) Giving or attempting to give any monetary consideration, or the delivery of undeserved service to or from any person or organization for, or in connection with, any test or appointment.
- (i) Taking or offering to take from any person for the employee's personal use, any fee, gift or other thing or service of value, in the course of his or her work or in connection with it, when such gift or other valuable thing or service is given in the

hope or expectation of receiving a favor or better treatment than that accorded any other person; accepting a bribe, gift, money or other thing or service of value with the intention to perform or refrain from performing any official act; engaging in any act of extortion or other means of obtaining money or other things or services of value through his or her position in the service of the City.

- (j) Refusal to abide by any lawful official regulation or order, failure to obey any proper direction made by a Supervisor, Department Head or City Manager, or knowingly making a false statement to any employee or officer of the City if the false statement has a negative impact on City business or on the ability of any City employee to perform his or her job duties.
- (k) Negligent or willful damage to public property, or waste of public supplies or equipment.
- (l) Wrongful taking or using any funds or property of the City for personal use or for sale or gift to others, or the making of any false claim against the City.
- (m) Neglect of duty, or willful or continued failure to render satisfactory service.
- (n) Claiming leave time under false pretenses, or falsifying attendance records for one's self or another employee.
- (o) Sleeping on the job.
- (p) Disclosing confidential records or information, unless directed to do so by the appropriate Department Head or Supervisor.
- (q) Revocation or suspension of a certification or license, including a driver's license, when such is required as a condition of City employment.
- (r) Remaining absent without leave and without calling to report the absence within the time limits specified in Article M-3(c) for three consecutive working days.
- (s) Failure to abide by resident requirements set forth in the City of Coffeyville Code of Ordinances as a condition of employment.
- (t) Violation of City or departmental safety policies and procedures, or willful or negligent creation of unsafe conditions in the workplace. Failure to notify a supervisor of unsafe working conditions, or of known safety violations.
- (u) Inattention to duty, carelessness, breakage, or loss of public property or funds.
- (v) Creating disruptions in the workplace.

- (w) Discourteous or disruptive conduct or other offensive behavior in public while on duty, toward members of the public while on duty, or toward employees or officers of the City at any time (provided that this rule shall not be interpreted in a way that would limit constitutionally protected expression).
- (x) Abuse of leave, excessive absenteeism, or tardiness.
- (y) Temporarily leaving the workplace without the approval of the appropriate Supervisor (includes unauthorized extended break periods).
- (z) Failure to give proper notice of absence.
- (aa) Making any written or oral public statement about the City of Coffeyville or a City Employee that is knowingly false or malicious.
- (bb) Unauthorized possession of firearms or other weapons on the job.
- (cc) Violation of personnel policies and guidelines or departmental policies and guidelines.

#### **ARTICLE H. GRIEVANCES AND HEARINGS**

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

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

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

**SECOND STEP:** The grievance shall be reduced to writing and submitted to the Human Resources Director within three (3) additional working days. If the Human Resources Director is unavailable, the grievance may be submitted directly to the appropriate Department Head. The grievance shall state the claim or complaint along with the date and approximate time of the occurrence upon which the complaint or grievance is based. The written statement should contain the identity of the party or parties alleged to have caused the grievance, the specific action or decision challenged in the grievance, the specific provisions of the Agreement alleged to have been violated, and the remedy sought. The Human

Resources Director will date-stamp the grievance, and forward it to the Department Head for review. If a mutually satisfactory settlement, expressed in writing, is not reached within ten (10) working days after the grievance has been so presented, then:

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

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

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

#### **ARTICLE I. ARBITRATION PROCEDURE**

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

the first panel of potential arbitrators, and the party requesting any additional panel shall pay the fee for the additional panel.

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

- B. The issue to be submitted to the arbitrator shall be the same topic as initially submitted through the grievance procedure. It is the intent of the parties that issues not be submitted to an arbitrator until those issues have been considered through the grievance procedure.
- C. The arbitrator shall be called upon to interpret the Agreement but the arbitrator shall have no power to change, add to, subtract from, modify, or alter the Agreement. The arbitrator shall have no power to award punitive damages or damages for pain and suffering, mental anguish, attorney's fees, front pay, interest, or other similar types of damages. The arbitrator shall articulate the findings of fact and conclusions of law upon which the award was granted in writing.
- D. The cost of the arbitrator shall be borne equally by both parties, except that each party shall be responsible for costs relating to their witnesses or representatives at the hearing.

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

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

#### **ARTICLE J. WORK STOPPAGE**

- (a) The Employer, employee organizations and other employees acknowledge that KSA Section 75-4333 (c)(5) prohibits strikes and/or lockouts. The employee organizations and the City agree to abide by the laws of the State of Kansas and

continue to protect the citizens of the community at all times, including periods of labor disputes. No employee organization official or agent shall directly or indirectly encourage bargaining unit members to engage in work stoppage activities, and no employee shall engage in any work stoppage. The City shall not engage in any lockout of City employees.

- (b) In the event of any violation of this Article by employees represented by an employee organization, the Employer shall promptly notify the employee organization. Upon receipt of such notification, the employee organizations agree to notify all employees engaged in such prohibited activity by certified mail and whatever additional means are appropriate that such actions are in violation of state law and this Agreement, and to urge such employees to cease such activity. The employee organizations also agree to use their best efforts to ensure that any employees involved in such prohibited activity cease such prohibited activity as soon as possible. The Employer is free to pursue any and all legal means to insure compliance with this Article.
- (c) Any employees in violation of this Article may be terminated by the Employer. However, the employee so disciplined shall have the right to use the grievance and arbitration procedures of this Agreement for the purpose of attempting to prove that the employee was not involved in the activity alleged, or that the activity did not constitute a strike, slowdown, or work stoppage. The employee shall have no right to appeal the right of the Employer to discharge the employee if the employee was involved in activity in violation of this Article.
- (d) The Employer shall not request or instruct any employee to go through a lawful primary picket line of a striking employee organization. If material or equipment is needed immediately, the Employer agrees to notify the employee organization involved, who in turn shall aid in obtaining said equipment without necessity for causing any trouble. If there is an extreme emergency, this subsection shall not apply.

#### **ARTICLE K. REDUCTION IN FORCE**

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

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

In lieu of lay off, an employee may displace (“bump”) the lowest seniority employee within the same Department who is performing a job in an equal or lower classification. Provided, that the

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

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

## **ARTICLE L. WAGE ADMINISTRATION**

### **L-1 PAY PERIODS**

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

### **L-2 WAGE SCHEDULE**

(a) ~~There shall be no increase to base wage rates for the employees covered under this agreement during the 2016 fiscal year. Effective January 1, 2017 all existing base wage rates for represented employees shall be increased by 2%.~~ Step increases within classifications and pay raises due to promotions will continue to be given to eligible employees as earned.

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

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

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

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

### **L-3 STARTING WAGE AND WAGE INCREASE**

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

### **L-4 PAYROLL DEDUCTIONS**

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

### **L-5 TIME CLOCKS**

The City shall have the right at any time during the term of this Agreement to introduce time clocks for time tracking within the bargaining units covered herein. Such time clocks will be used to track employee attendance and working time by use of time cards, identification badges, biometrics, or some other reliable system. Upon implementation, the time clock system shall be

the primary resource for determining time worked by employees within the bargaining units, and wages shall be calculated based on actual time worked, with no rounding. In any case where the time clock entry is not accurate, the employee and his or her supervisor will correct the entry or provide information to the Human Resources Department sufficient to allow the Department to correct the entry. Employees who persistently fail to clock in or out as required may be subject to discipline, but must be paid for all time worked regardless of whether the employee has timed in or out as required.

**ARTICLE M. EMPLOYEE LEAVE**

**M-1 VACATION LEAVE**

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

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

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

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

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

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

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

- (c) *Other Employees.* Regular part-time, temporary and seasonal employees shall not earn vacation leave.
- (d) *Initial Training Period, Full-time Employees.* Vacation leave does not accrue during the initial training period. Initial training period employees will be retroactively credited with vacation leave for each month of employment, but only after successful completion of the training period. Employees terminated prior to attaining regular status are not entitled to receive any vacation pay upon termination.
- (e) *Holiday During Vacation – General Employees Only.* City holidays which occur during the taking of a general employee’s authorized vacation leave shall not be counted as a day of vacation.
- (f) *Accrual of Vacation Leave.* Vacation leave shall be accrued by employees at the current rate applicable for their years of service, from one anniversary date to the next anniversary date. An employee may only utilize the vacation leave after it has been fully accrued for a twelve month period from one anniversary date to the next. Exceptions may be made as solely determined by the City Manager (or his designee) in the case of special circumstances.
- (g) *Limitations on Vacation Accrual.* Vacation leave should be taken between the anniversary date after it has been fully accrued and the next anniversary date. An employee cannot accumulate or accrue vacation leave in excess of the maximum total days/shifts of accumulation allowed in the schedule set forth in this Section. Any employee who has reached the maximum accrual level shall not accrue any additional vacation time during any month in which his or her accrued vacation is at the maximum level. The employee shall again be eligible to accrue vacation pay in the month following the month in which he or she uses vacation leave, thereby bringing his or her total accrual below the maximum level.
- (h) *Postponement of Scheduled Vacation Leave.* An employee’s scheduled vacation may be postponed by the Department Head if necessitated by a manpower shortage. If an employee is required to work during any scheduled vacation leave, such employee shall take his vacation leave at a later date if at all possible. If the availability of manpower precludes the employee from taking the vacation leave at a later date, the employee, as determined by the City Manager, may be authorized to temporarily accumulate vacation in excess of the limits set forth in the schedule, or may be paid for such vacation leave at the employee’s regular rate of pay. Further, any employee whose approved vacation leave is cancelled shall be paid at one and one-half times his or her regular hourly rate during the first shift that would otherwise have been part of the employee’s scheduled vacation.

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

(j) *Minimum hours.*

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

(k) *Scheduling.*

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

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

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

## **M-2 PERSONAL DAYS**

(a) One day, with pay shall be granted each regular full-time employee and shall be designated a personal day during the calendar year. Full-time employees must have completed one year of continuous employment with the City before being eligible for this benefit. A personal day shall not be considered a vacation day. A personal day shall be granted provided that a personal day shall be scheduled in such a manner as not to create overtime. The personal day shall be scheduled with the approval of the Department Director or City Manager. Each employee is encouraged to notify his/her supervisor at least one (1) week in advance of the desire to take a personal day, unless there are extenuating circumstances.

(b) *Additional Personal Day.* Full-time regular employees who work any full calendar year after their first year of employment without taking any sick leave will be granted an additional personal day with pay during the next calendar year.

### M-3 SICK LEAVE

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

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

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

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

- (c) *Notification.*

*General employees.* To be eligible for paid sick leave an employee, or their representative, shall notify the employee's immediate Supervisor and give the

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

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

- (d) *Physician's Certificate.* At the discretion of the City Manager, Department Head or their designee, an employee may be required to provide a signed statement from a health care provider verifying the employee's inability to perform their assigned duties due to illness for each absence due to illness or physical disability in excess of five (5) work days. If the City Manager, Department Head, or their designee has reason to believe that an employee may be abusing sick leave, the manager in question shall inform the employee of the reasons for his or her concerns, and may require the employee in question to provide a physician's certificate for all subsequent absences allegedly due to illness or physical disability, until such time as management is no longer concerned that the employee is or may be abusing sick leave.
- (e) *Rate of Pay.* The rate of pay for sick leave shall be figured at the employee's regular base rate of pay at the time the sick leave was utilized.
- (f) *Termination/Retirement.*

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

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

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

- (g) *Abuse of Sick Leave.* Any employee who abuses sick leave is subject to adverse personnel action, up to and including dismissal. Sick leave shall be used only for the employee's illness or the illness of a member of the employee's household, as provided in sub-section (j) below.
- (h) *In Conjunction with Workers Compensation Benefits.* When any full-time regular employee is receiving compensation as a result of a compensable injury, the employee may utilize sick leave under this provision to the extent that is necessary to bring the employee's total benefit payments up to, but not exceeding, his regular base rate of pay. This partial use of sick leave benefits under these circumstances will be extended until the employee has exhausted their accumulated sick leave.

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

- (i) *Partial Absences.*  
Full-time regular employees who have an absence for a fraction or part of a day which is chargeable to sick leave shall be charged increments of not less than one hour.
- (j) *Use of Sick Leave for Other Household Members.* Any regular full-time employee may utilize up to 20 days of accumulated sick leave in any calendar year to provide care to a spouse, child, parent, spouse's parent (whether or not such spouse, child, parent, or spouse's parent is living in the employee's household) or any dependent living in their household who is incapacitated by sickness or injury or for their medical, psychological, dental or optical examination or treatment. This leave shall be available for any employee who wishes to attend to any person listed in the preceding sentence who is hospitalized, but only to the extent the employee is actually attending to such person at the hospital. At the discretion of the City Manager, Department Head or their designee, an employee may be required to provide a signed statement from a health care provider verifying the household member's illness or injury for each absence in excess of three (3) working days.

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

In the case of any discharge under this Section M-3(b), if an opening in the job classification the employee held when discharged becomes available within two years after the date of the employee's discharge, and if the City elects to fill the opening, the discharged employee shall be entitled to the job, if the employee is then able to perform all essential functions of the job and wishes to return to the job. The employee's ability to perform all functions of the job must be certified by a competent physician, acceptable to the City, in a written fitness for duty report. The employee must accept the position within five days after being notified of the opening, and must be available to begin working within two weeks. The employee must also pass a return-to-work drug test. Any employee who is discharged under this Section and who accepts some other position with the City during the two-year period described herein shall be ineligible to return to the position from which he or she was discharged pursuant to this paragraph.

#### **M-4 MATERNITY LEAVE**

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

## **M-5 BEREAVEMENT LEAVE**

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

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

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

## **M-6 INJURY LEAVE**

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

## **M-7 MILITARY LEAVE**

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

- (a) *Eligibility.* Any employee who terminates City service for military duty shall be placed on military leave without pay. Such leave shall extend through 30 days after his or her release from City service. If not accepted for military duty, the employee shall be reinstated to his or her present position without loss of status or reduction in pay (see K.S.A. 73-213 et seq.).

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

#### **M-8 CIVIL LEAVE**

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

A full-time regular employee who receives a subpoena in connection with a criminal or civil matter (other than to be a witness or expert witness in an official capacity in connection with the City) shall be given a maximum of one day off with pay to comply with the subpoena, provided that: (1) the employee is not a party to the action; (2) the employee is not related by blood or marriage to a party to the action; and (3) the employee does not have a financial interest in the outcome of the action.

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

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

### **M-9 FAMILY AND MEDICAL LEAVE ACT PROVISIONS**

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

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

#### **M-10 OTHER LEAVE**

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

#### **M-11 REQUEST FOR LEAVE**

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

#### **M-12 ACCEPTANCE OF OTHER EMPLOYMENT WHILE ON LEAVE**

Acceptance of employment with another employer while on leave of absence, unless approved in writing in advance by the City Manager, is prohibited and shall result in termination of

employment. For employees on medical leave, every effort shall be made to find work that the employee can perform which, in the doctor's opinion, will not aggravate the injury. If such work cannot be provided by the City, the employee may seek work elsewhere subject to approval by the doctor and the City Manager.

#### **ARTICLE N. WORKERS COMPENSATION**

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

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

#### **ARTICLE O. RECOGNITION OF EMPLOYEE ORGANIZATION STEWARDS**

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

#### **ARTICLE P. EMPLOYEE ORGANIZATION DUES**

The City will deduct employee organization dues from the pay of each employee from whom it receives written authorization, and will continue to make such deductions while the authorization remains in effect. Such deductions shall be made from the first pay period of each month following the month in which written authorization is received by the City. The sums so collected shall be remitted by the City to the business manager of the employee organization,

together with a list of the amount deducted from each employee. The employee organization shall provide the authorization forms and agree to hold the City harmless in case of dispute over honoring in good faith this authorization. The Employer will notify the employee organization if an authorization for withholding dues is canceled.

#### **ARTICLE Q. WORKER SAFETY**

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

#### **ARTICLE R. APPRENTICESHIP/TRAINING PROGRAMS**

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

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

#### **ARTICLE S. BULLETIN BOARD**

- (a) The City shall designate at least one bulletin board to be utilized by each of the employee organizations for the posting of employee organization materials.
- (b) Materials posted shall concern elections, meetings, reports and other official employee organization business or notices of social and recreational activities, and no materials will be posted of a political nature; nor shall any materials derogatory to the City or other employees be posted. All material posted on the bulletin board shall either be on employee organization stationery or otherwise

authenticated, and shall be authorized on its face by an officer of the employee organization.

- (c) Places will be provided in all departments where notices of a general nature may be posted. Accrued sick leave, available vacation days, compensatory time and seniority shall be posted in each department each month.

### **ARTICLE T. P.E.R.B.**

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

### **ARTICLE U. EMPLOYEE UNION ACTIVITY**

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

### **ARTICLE V. SEXUAL HARASSMENT**

#### **V-1 PURPOSE**

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

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

## **V-2 DEFINITION OF SEXUAL HARASSMENT**

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

## **V-3 PROCEDURE**

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

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

## **V-4 PROHIBITION OF RETALIATION**

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

## **ARTICLE W. OTHER HARASSMENT PROHIBITED**

The City of Coffeyville prohibits any employee from harassing another employee or individual on the basis of race, sex, national origin, religion, age, or disability. The City will not permit any vendor, supplier, or member of the public to harass any employee on any of the bases listed above. Prohibited harassment includes, but is not limited to, ethnic or racial slurs, jokes or other types of conduct which interfere with an employee's work, or create an intimidating or hostile environment. Any employee who feels that he or she has been harassed due to his or her race, sex, national origin, religion, age, or disability, should report the matter immediately to his or her Department Head, the Human Resource Officer, or the City Manager, without fear of reprisal.

The City considers all forms of prohibited harassment to be a serious matter. The procedures applicable to complaints of sexual harassment, as well as the prohibition against retaliation, shall also apply to all complaints concerning other forms of harassment. *See* Articles V-3 and V-4, above. Violations of this policy may result in discipline up to and including discharge.

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

**X-1 EQUIPMENT CLASSIFICATION**

(a) Heavy Equipment

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

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

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

(b) Light Equipment

Light equipment is as follows:

Large and Small Steel Wheel Roller  
Tree Spade, Trucks larger than a one-ton  
Tractor  
Pot Hole Patching Machine

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

**X-2 SAFETY AND PROTECTIVE EQUIPMENT AND CLOTHING**

The City will furnish PPE hard hats, ear protection, safety glasses, rain gear, and other required safety equipment. This safety equipment shall be worn at all times at the work site. Such equipment and clothing shall not be worn for personal use. Gloves must be turned in for replacement pair through City's glove program. Gloves can also be purchased through this glove program. All of the above PPE will be replaced by approval of the Safety Committee. Any inoculations recommended by the City Physician shall be provided by the City. The City will

provide each employee up to one (1) pair of prescription safety glasses every two (2) years, if safety glasses are required, unless the lenses are destroyed on the job, in which case the City will replace them. Ordering of prescription safety glasses is handled through City of Coffeyville's prescription glass program in Human Resources Department. If prescription safety glasses are lost, it will be the employee's responsibility to replace them.

### **X-3 ELECTRIC GENERATION OVERTIME**

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

### **X-4 ELECTRIC GENERATION WORK SCHEDULE**

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

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

### **Y-1 INTRODUCTION**

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

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

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

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

## **Y-2 DEFINITIONS & PROHIBITED ACTIVITIES**

- (a) The following activities are prohibited pursuant to this Policy:
- (1) The use, sale, possession, transfer, or purchase of drugs or alcohol, or being under the influence of drugs or alcohol on City property, during working hours, or while performing City business (except the proper use of prescribed drugs by the person for whom they were prescribed, or the use of alcohol in connection with City-authorized events, or the sale and possession of cereal malt beverages by employees of the Hillcrest Golf Course incident to their employment).
  - (2) Unlawful acts on or off City property involving drugs or alcohol or conduct with respect to drugs or alcohol, which discredits the City in any way;
  - (3) Knowingly bringing a prescribed drug onto City property by any person other than the one for whom it is prescribed. Such drugs shall be used only in the manner, combination and quantity prescribed;
  - (4) Testing positive for any drug or alcohol as provided in this Policy;
  - (5) Refusing to submit to drug or alcohol testing;
  - (6) Refusing to execute any consent, release, or other document in connection with this Policy;
  - (7) Refusing to enroll in and fully comply with the terms of any employee assistance program if directed to do so by the City.
- (b) For purposes of this Policy, the following terms have the following meanings:
- (1) “Alcohol” means ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol. Alcohol tests shall be deemed positive only where testing shows a blood alcohol concentration of .04 or higher.

- (2) "Drug" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, a metabolite of any of the substances listed herein, or any other drug controlled under federal law.
- (3) "Prescribed drug" is any substance prescribed for individual consumption by a licensed medical practitioner.
- (4) "City property" includes City vehicles and any other location where the employee is within the scope and course of his or her employment.

### **Y-3 DRUG AND ALCOHOL TESTING**

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

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

#### **(a) CIRCUMSTANCES FOR DRUG AND ALCOHOL TESTING**

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

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

“Reasonable suspicion” means a belief that an employee is or has been using drugs or alcohol in violation of this Policy, and may be

based upon physical symptoms of being under the influence of drugs or alcohol while on duty, on the City's property, or operating City vehicles, machinery or equipment; or the direct observation of such use while on duty provided by a credible source; evidence that an individual has tampered with a drug or alcohol test; or evidence that an employee is involved in the illegal use, possession, sale, solicitation, or transfer of drugs.

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

(b) CONSEQUENCES OF REFUSAL TO SUBMIT TO TESTING

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

(c) CONSEQUENCES OF A POSITIVE TEST RESULT

An applicant whose confirmation test is positive will be refused employment. An employee who tests positive for a drug or alcohol will be provided with the opportunity to explain, in confidence, the results. A positive test result will be followed by a second test to confirm the results, using a comparably reliable method. Pending results of the confirmatory test, an employee may be temporarily suspended. Employees with confirmed positive test results on any drug test, as well as employees with a confirmed positive alcohol test where the positive result was caused by on-duty alcohol consumption (including during any rest or meal break) shall be discharged from employment. Employees with confirmed positive alcohol tests where the positive result was due to off-duty alcohol consumption shall be given an opportunity to return to work if: (1) the employee has not previously had a valid positive test result; and (2) the employee undergoes a substance abuse evaluation and successfully completes any education

or treatment program recommended as a result of the evaluation. Any such employee may be suspended without pay while completing rehabilitation.

(d) **PRESCRIPTION DRUGS**

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

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

(e) **DRUG AND ALCOHOL TESTING PERSONNEL AND STRUCTURE**

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

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

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

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

(f) **CONFIDENTIALITY OF TEST RESULTS**

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

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

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

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

(h) **EMPLOYEE ASSISTANCE PROGRAM**

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

All employees and all new employees, as part of their orientation program, will receive information and attend discussion sessions presented by the City in conjunction with drug and alcohol abuse counseling. Refresher sessions for

employees will be held on a periodic basis as deemed necessary by the City Manager.

Copies of this Policy will be distributed to all employees.

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

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

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

**Z-1 PURPOSE**

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

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

## Z-2 DEFINITIONS

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

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

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

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

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

- (a) *Applicant Testing.* The City will require all applicants, upon receiving a conditional offer of employment, to undergo drug and/or alcohol testing, and will use a refusal to undergo such testing or a confirmed positive test result as a basis

for refusal to hire. Such testing will be required of all applicants who have received a conditional offer of employment regardless of employment classification.

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

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

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

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

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

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

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

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

ii. Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe

that the employee has violated the rules concerning the use of alcohol.

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

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

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

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

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

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

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

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

accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

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

- [a] Vehicle and equipment operator employees who are required to maintain a Commercial Drivers License (hereinafter referred to as “CDL”) and operate vehicles and/or equipment in excess of 26,001 pounds;
- [b] Any other employees as may be required by state or federal law.

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

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

- vii. No driver of a CMV shall perform safety-sensitive functions within four (4) hours after using alcohol. The City, having actual knowledge that a driver has used alcohol within four (4) hours shall not permit a driver to perform or continue to perform safety-sensitive functions.
  - viii. No driver of a CMV shall report for duty, or remain on duty, requiring performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle, and the driver has informed the City in advance that he or she is using the medication.
  - ix. The City, having actual knowledge that a driver has used a controlled substance, either without a prescription or where the medication makes it unsafe to perform safety-sensitive functions, shall not permit the driver to perform or continue to perform safety sensitive functions.
  - x. No driver of a CMV shall report for duty, or remain on duty requiring performance of safety-sensitive functions, if the driver tests positive for controlled substances. The City, having actual knowledge that a driver has tested positive for controlled substance, shall not permit an employee to perform or continue to perform safety-sensitive functions.
  - xi. Drivers are required to inform the City in advance of any therapeutic drug use.
4. *Post-Rehabilitation Testing.* The City will require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to five (5) years, commencing with the employee's return to work, in the following situations:
- [a] after the employee tested positive on a drug and/or alcohol test required by the City; or
  - [b] the employee participated in a drug or alcohol treatment program.
5. *Return-To-Duty Testing.* An employee who is not terminated following a positive test is prohibited from working until he or she has met the following return-to-duty guidelines:

- [a] An employee shall be evaluated by a Substance Abuse Professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or controlled substance abuse. The Substance Abuse Professional shall determine whether the employee has properly followed any rehabilitation program prescribed.
- [b] Before an employee returns to duty, following a positive alcohol and/or drug test result, the employee shall undergo a return-to-duty alcohol test with a result indicating a breath alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.
- [c] The employee shall be subject to unannounced follow-up alcohol and controlled substance tests, ordered by the Personnel Director or his/her designee, following the employee's return to duty. The number and frequency of such follow-up testing shall be as recommended by the Substance Abuse Professional, and will consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. The Personnel Director or his/her designee may direct the employee to undergo return-to-duty and follow-up testing for both alcohol and controlled substances if the Substance Abuse Professional determines that such testing is appropriate.

#### **Z-4 TESTING DEFINED**

- (a) All Drug and Alcohol Free Workplace testing of employees and applicants shall be conducted at a laboratory selected by the City which has been certified by the Substance Abuse and Mental Health Services Administration ("SAMHSA"), pursuant to federal and state law requirements.
- (b) The facility will be responsible for:
  - 1) employing testing procedures that ensure privacy to employees and job applicants consistent with prevention tampering;
  - 2) employing the split sample method of testing, in the event results of the test are challenged;
  - 3) employing methods of analysis that ensure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results;

- 4) employing chain-of-custody procedures that ensure proper identification, labeling and handling of test samples;
  - 5) employing retention and storage procedures that ensure reliable results on confirmatory tests of original samples;
  - 6) employing alcohol screening tests using approved evidential testing devices that test for prohibited alcohol concentration; and
  - 7) maintaining SAMHSA approval of their facility.
- (c) The City shall not permit a driver who refuses to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or controlled substance test to perform or continue to perform safety-sensitive functions.
  - (d) Employee consent will be obtained for each test. Refusal of an employee to consent and submit to testing will subject that employee to disciplinary action, which may include termination of employment.
  - (e) The City shall pay all costs for drug or alcohol testing required by the City, including confirmation tests required by this Policy. Provided however, an individual who requests a retest of a sample in order to challenge the results of a positive test shall pay all costs of the retest, unless the retest reverses the findings of the challenged positive test. In such case, the City shall reimburse the individual for the costs of the retest. Further, individual employees who have had a positive confirmed test, but who are not discharged from employment, shall pay the cost for any return-to-work screening test.

**Z-5 TESTING METHODS AND COLLECTION  
PROCEDURES TO BE USED**

- (a) *Applicant Drug/or Alcohol Screening Process:* The job application form of the City contains notification of the City's Drug/Alcohol Testing Policy, in accordance with federal and state law. The Application Form must be signed by applicant, acknowledging receipt of Notice of City's Drug and Alcohol Free Workplace Policy.
- (b) In order to achieve the City's goal in providing and maintaining a drug and alcohol free work environment, and for the safety and protection of employees and others, the following procedures are hereby established;
  - 1) Upon notification of the selected applicant, the Personnel Department will schedule the applicant for the drug screen/alcohol test.

- 2) The applicant shall complete the “Applicant/Employee Consent for Drug Screen/Alcohol Test” form. The completed form shall be placed in an envelope with directions to the Medical facility.
- 3) Applicants refusing to submit to the drug screen and/or alcohol test will be considered to have withdrawn their application for employment.
- 4) The sample collection site will obtain the specimen from the applicant of sufficient quantity to allow for split sample testing. The specimen will be sent to the laboratory.
- 5) The laboratory designated by the city shall perform an initial drug screen which shall be a form of chemical identification, with confirmation testing of any positive results with Gas Chromatography/Mass Spectrometry (GC/MS) or other reliable confirmation testing.
- 6) The alcohol screening tests will be done using approved evidential testing devices that test for prohibited alcohol concentration.

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

- (1) Any drug or alcohol testing shall occur during or immediately after the regular work period of current employees, and shall be deemed work time for purposes of compensation and benefits.
- (2) A supervisor who has reasonable suspicion to believe an employee has ingested, inhaled or injected an illegal drug or is unlawfully using a legal drug, or has ingested an alcoholic beverage before reporting for duty, while on duty, or during standby or callback duty must:
  - [a] Notify a Department Head or the City Manager and request a personal observation of the employee’s conduct to confirm that reasonable suspicion exists.
  - [b] Prohibit the employee from working or continuing to work.
  - [c] Based on reasonable suspicion, employees shall be required to submit to drug or alcohol testing. Prior to requiring such testing, the basis for the reasonable suspicion shall be communicated to the City Manager or designee acting in his/her absence.
  - [d] The employee will be immediately taken by the supervisor or Department Head, to a collection facility selected by the City in compliance with state and federal regulations.

- [e] Before testing, an employee shall sign a form consenting to testing. Failure or refusal to sign the consent form and to submit to testing will result in disciplinary action, which may include termination.
- [f] Supervisors are prohibited from demanding or encouraging drug or alcohol testing without reasonable suspicion, or without confirmation from a Department Head or the City Manager/designee.

### **Z-6 TEST RESULTS**

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

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

of the drug screen test shall be reported to the Personnel Department as negative.

- 5) The test results will not be disclosed to any person other than the applicant or employee, the Department Head, the City Manager, and those involved directly on a need to know basis.

#### **Z-7 PERSONNEL ACTION FOLLOWING TESTING**

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

#### **Z-8 SUPERVISORS TRAINING AND EMPLOYEE EDUCATION**

- (a) Supervisors will be trained:
  - 1) On recognizing employees when they appear unfit for duty because of drugs or alcohol, and on how to determine reasonable suspicion.
  - 2) On effectively and appropriately intervening in reasonable suspicion instances.
  - 3) On complying with the City's Drug and Alcohol Free Workplace procedures.
  - 4) To effectively and appropriately document reasonable suspicion cases prior to the test, and after the initial hearing.

- 5) On proper disciplinary measures.
  - 6) In issues relative to privacy, search and seizure, and employee representation rights during investigations.
- (b) Employee education shall consist of:
- 1) Educating employees concerning the harmful effects of drugs and alcohol in the workplace;  
  
The City shall provide educational materials that explain the prohibitions against alcohol misuse and controlled substances abuse, and the City's policies and procedures with respect to meeting these requirements.  
  
The City shall ensure that a copy of this policy is distributed to each covered employee prior to the start of drug and/or alcohol testing, and to each driver hired or transferred into a position requiring driving a commercial motor vehicle.
  - 2) Encouraging employees to voluntarily seek assistance through the Employee Assistance Program.
  - 3) Informing employees of the City's concern for correcting drug and alcohol use or dependency before it adversely affects an employee's work record, or causes irreparable harm to the employee or to the residents of Coffeyville.
  - 4) The City shall provide written notice to representatives of employee organizations of the availability of this information.
  - 5) The Personnel Director is responsible for answering questions concerning this policy.

#### **Z-9 RECORD KEEPING AND CONFIDENTIALITY**

- (a) City shall maintain all drug and alcohol test results and related information, including but not limited to interviews, reports, statements, and memoranda, as confidential records, separate from other personnel records. Such records, including the records of the testing facility, shall not be used in any criminal proceeding, or any civil or administrative proceeding unless the action involves the City, or unless such records are ordered released pursuant to a valid court order.
- (b) The records described in Paragraph a) above, and maintained by City, shall be the property of the City and, upon the request of the applicant or employee tested,

shall be made available for inspection and copying by the applicant or employee. The City shall not release such records to any person other than the applicant, employee, or the City's Medical Review Officer, unless the applicant or employee, in writing, following receipt of the test results, has expressly granted permission for the City to release such records, or pursuant to a valid court order or subpoena.

- (c) The testing facility, or any agent, representative or designee of the facility, or any Medical Review Officer, shall not disclose to the City, based on the analysis of a sample collected from an applicant or employee for the purpose of testing, any information relating to:
- 1) The general health, pregnancy or other physical or mental condition of the applicant or employee; or
  - 2) The presence of any drug other than the drug or its metabolites that the City requested be identified and for which a medically acceptable explanation of the positive results, other than the use of drugs, has not been forthcoming from the applicant or employee.

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

CITY OF COFFEYVILLE

DRUG OR ALCOHOL TESTING CONSENT FORM

DATE: \_\_\_\_\_

EMPLOYEE/APPLICANT NAME: \_\_\_\_\_  
(Circle One)

DEPT: \_\_\_\_\_ DEPARTMENT HEAD: \_\_\_\_\_

NAME OF CITY REPRESENTATIVE  
REQUESTING TEST: \_\_\_\_\_

NAME OF CITY REPRESENTATIVE  
ACCOMPANYING EMPLOYEE: \_\_\_\_\_

\*\*\*\*\*

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

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

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

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

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

EMPLOYEE/APPLICANT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **ARTICLE AA. POLITICAL ACTIVITY**

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

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

## **ARTICLE BB. COMPUTER, E-MAIL AND INTERNET USE**

City employees have no right to privacy in their use of City computers, cell phones, tablets, computer generated documents, computer files, e-mails messages, e-mail attachments, voice mail messages, text messages or other similar electronic media. Neither Internet use, nor the storage

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

Prohibited Activities include but are not limited to:

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

#### **ARTICLE CC WORKPLACE VIOLENCE**

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

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

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



**ARTICLE EE. EXECUTION**

The City of Coffeyville and the undersigned employee organization hereby agree that this FY 2017 Personnel Manual/Memorandum of Agreement is the entire Memorandum of Agreement between the parties. It is the entire and final expression of the Agreement and it may not be contradicted by evidence of any prior or contemporaneous oral agreements or past practices of the parties. It shall repeal and supersede and all previous agreements between the parties.

The FY 2017 Personnel Manual/Memorandum of Agreement has been prepared during negotiations between the parties, and no party shall be charged with having prepared this Agreement in the event an ambiguity exists.

Any waiver by the parties hereto of any of the regulations or provisions of the FY 2017 Personnel Manual/Memorandum of Agreement shall not be deemed a continuing waiver, and it shall not prevent the parties hereto from exercising any remedy or enforcing any provision of this Agreement for any succeeding violation of the same provision or any other provision.

The FY 2017 Personnel Manual/Memorandum of Agreement shall become effective on January 1, 2017 and remain in effect through December 31, 2017.

The FY 2017 Personnel Manual/Memorandum of Agreement may be modified or amended only by a written instrument executed by each of the parties.

It is further agreed by the parties that pursuant to K.S.A. 75-4321 et seq., a representative of the City of Coffeyville shall meet and confer in good faith with representatives of the employee organization in order to exchange freely information, opinions, and proposals to endeavor to reach agreement on the conditions of employment for a subsequent comprehensive memorandum of agreement starting in spring of 2016.

In witness hereof, the parties have executed the FY 2017 Personnel Manual/Memorandum of Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF COFFEYVILLE, KANSAS:

FRATERNAL ORDER OF POLICE  
(F.O.P.), KANSAS LODGE NO. 35:

BY \_\_\_\_\_  
Christopher V. Williams, Mayor

BY \_\_\_\_\_  
, President

\_\_\_\_\_  
, Secretary

**FF-1 FIREFIGHTERS**

The City of Coffeyville and the undersigned employee organization hereby agree that this FY 2017 Personnel Manual/Memorandum of Agreement is the entire Memorandum of Agreement between the parties. It is the entire and final expression of the Agreement and it may not be contradicted by evidence of any prior or contemporaneous oral agreements or past practices of the parties. It shall repeal and supersede all previous agreements between the parties.

The FY 2017 Personnel Manual/Memorandum of Agreement has been prepared during negotiations between the parties, and no party shall be charged with having prepared this Agreement in the event an ambiguity exists.

Any waiver by the parties hereto of any of the regulations or provisions of the FY 2017 Personnel Manual/Memorandum of Agreement shall not be deemed a continuing waiver, and it shall not prevent the parties hereto from exercising any remedy or enforcing any provision of this Agreement for any succeeding violation of the same provision or any other provision.

The FY 2017 Personnel Manual/Memorandum of Agreement shall become effective on January 1, 2017 and remain in effect through December 31, 2017.

The FY 2017 Personnel Manual/Memorandum of Agreement may be modified or amended only by a written instrument executed by each of the parties.

It is further agreed by the parties that pursuant to K.S.A. 75-4321 et seq., a representative of the City of Coffeyville shall meet and confer in good faith with representatives of the employee organization in order to exchange freely information, opinions, and proposals to endeavor to reach agreement on the conditions of employment for a subsequent comprehensive memorandum of agreement starting during first two weeks of April, 2017.

In witness hereof, the parties have executed the FY 2017 Personnel Manual/Memorandum of Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF COFFEYVILLE, KANSAS:

INTERNATIONAL ASSOCIATION  
FIREFIGHTERS (I.A.F.F.) - LOCAL #265:

BY \_\_\_\_\_  
Christopher V. Williams, Mayor

BY \_\_\_\_\_  
\_\_\_\_\_

**I.U.O.E**

The City of Coffeyville and the undersigned employee organization hereby agree that this FY 2017 Personnel Manual/Memorandum of Agreement is the entire Memorandum of Agreement between the parties. It is the entire and final expression of the Agreement and it may not be contradicted by evidence of any prior or contemporaneous oral agreements or past practices of the parties. It shall repeal and supersede and all previous agreements between the parties.

The FY 2017 Personnel Manual/Memorandum of Agreement has been prepared during negotiations between the parties, and no party shall be charged with having prepared this Agreement in the event an ambiguity exists.

Any waiver by the parties hereto of any of the regulations or provisions of the FY 2017 Personnel Manual/Memorandum of Agreement shall not be deemed a continuing waiver, and it shall not prevent the parties hereto from exercising any remedy or enforcing any provision of this Agreement for any succeeding violation of the same provision or any other provision.

The FY 2017 Personnel Manual/Memorandum of Agreement shall become effective on January 1, 2017, and remain in effect through December 31, 2017.

The FY 2017 Personnel Manual/Memorandum of Agreement may be modified or amended only by a written instrument executed by each of the parties.

It is further agreed by the parties that pursuant to K.S.A. 75-4321 et seq., a representative of the City of Coffeyville shall meet and confer in good faith with representatives of the employee organization in order to exchange freely information, opinions, and proposals to endeavor to reach agreement on the conditions of employment for a subsequent comprehensive memorandum of agreement starting in spring of 2017.

In witness hereof, the parties have executed the FY 2017 Personnel Manual/Memorandum of Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2016.

CTY OF COFFEYVILLE, KANSAS:

BY \_\_\_\_\_  
Christopher V. Williams, Mayor

INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
(I.U.O.E.) - LOCAL NO. 123

BY \_\_\_\_\_  
Kevin Mersberg, Business Agent

BY \_\_\_\_\_  
Gary Schaplowsky, Recording  
Secretary

**RESOLUTION NO. R-16-144**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE JANUARY 1, 2017 THROUGH DECEMBER 31, 2019 CITY OF COFFEYVILLE MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL NO. 1523 (IBEW).**

WHEREAS, the International Brotherhood of Electrical Workers, AFL-CIO Local No. 1523 (IBEW) has reached a tentative agreement for language to the Personnel Manual/Memorandum of Agreement for the period January 1, 2017 through December 31, 2019; and

WHEREAS, both parties desire to implement the changes effective January 1, 2017.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the changes to the January 1, 2017 through December 31, 2019 City of Coffeyville Personnel Manual/Memorandum of Agreement be and are hereby approved and the Mayor authorized to execute the agreement with the International Brotherhood of Electrical Workers Local 1523 (IBEW).

ADOPTED THIS 13<sup>TH</sup> DAY OF DECEMBER 2016.

\_\_\_\_\_  
Christopher V. Williams,  
Mayor

ATTEST:

\_\_\_\_\_  
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Paul Kritz, City Attorney



Final, formal City of Coffeyville proposal to IBEW for:

1. 3 year agreement
2. Wage Increases:
  - a. Linemen
    - i. 2017 – 8%
    - ii. 2018 – 3%
    - iii. 2019 – 2 %
  - b. Electricians
    - i. 2017 - 8%
    - ii. 2018 – 3%
    - iii. 2019 – 2%
  - c. Meter Serviceman
    - i. 2017 – 2%
    - ii. 2018 & 2019 – “Me too”
  - d. Apprentice Lineman  
Wages will be allocated as follows: 1<sup>st</sup> year 70% of Journeyman;  
2<sup>nd</sup> year 80% of Journeyman;  
3<sup>rd</sup> year 90% of Journeyman.
3. City contribution to health insurance in 2017 will remain \$9165.00 per budgeted employee, year two and three will be adjusted on a “me too” basis as negotiated with other bargaining groups.
4. Call Out:
  - a. Continue our same tracking procedures (we will provide clarification if needed)
  - b. Employees must answer at least 50% of calls
  - c. Must respond to callout 50% of answered calls
  - d. Measured for six months, if employee has not answered and responded to callout then:  
Progressive Discipline
    - i. 1<sup>st</sup> time – 2 Days off w/out pay
    - ii. 2<sup>nd</sup> time – 5 Days off w/out pay
    - iii. 3<sup>rd</sup> time – Termination
5. Week-end/Holiday Standby. Effective January 1, 2018, employee will receive compensation equal to ten (10) hours pay at one and one-half Trouble Truck Lineman regular rate of pay. (This was twelve (12) hours in prior contracts. After a standby employee has actually worked an accumulation of five (5) hours on a holiday, the standby employee will receive a minimum of two hours worked for each additional service call. (This was six (6) hours in prior contracts).

**MEMORANDUM OF AGREEMENT**

**Between**

**CITY OF COFFEYVILLE**

**and**

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

**January 1, 2017 – December 31, 2019  
Resolution No. R-16**

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**ARTICLE A. GENERAL PROVISIONS**

**A-1 OBJECTIVES/PURPOSE**

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

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

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

**A-2 MANAGEMENT RIGHTS**

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

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

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

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

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

### **A-3 EQUAL EMPLOYMENT OPPORTUNITY**

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

### **A-4 AMERICANS WITH DISABILITIES ACT**

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

## A-5 RECOGNITION

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

### **1. I.B.E.W. BARGAINING UNIT**

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

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

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

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

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

## A-6 DEPARTMENTAL GUIDELINES

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

## A-7 DEFINITIONS

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

## A-8 DEFINITIONS

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

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

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

- s. **VOLUNTEER:** A non-paid individual in the position he or she holds. When acting as a volunteer an individual is not an employee regardless of other City employment. Employees cannot serve as volunteers within the department in which they are employed.

## **ARTICLE B. POSITION CLASSIFICATIONS**

### **B-1 OBJECTIVES AND PURPOSES**

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

### **B-2 JOB DESCRIPTIONS**

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

### **B-3 PAY RANGE PLAN**

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

### **B-4 MAINTENANCE OF THE CLASSIFICATION PLAN**

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

## **ARTICLE C. RECRUITMENT AND PROMOTION**

### **C-1 NEPOTISM**

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

### **C-2 RECRUITMENT**

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

### **C-3 QUALIFICATIONS OF EMPLOYMENT**

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

#### **C-4 TRAINING PERIOD**

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

#### **C-5 PROMOTIONS & HIRING**

- (a) Promotions to non-entry-level bargaining unit represented positions shall be made from among incumbent full-time regular employees, if one or more qualified candidates are available within the City's workforce.
- (b) Entry Level Bargaining Unit Represented Positions:
  - 1. Management shall select applicants to fill Entry Level Bargaining Unit Represented Positions at its discretion. Management shall seek the best qualified, most capable individual for each position, but where qualifications and ability among applicants are substantially similar, current City employees are preferred over external applicants. The City will post internally all openings being filled under this paragraph,

simultaneously with advertising the same to the general public. The City may decline to fill openings at any time in the process.

2. Each regular, full-time employee who is selected for an Entry Level Bargaining Unit Represented Position shall undergo a training period of six months (unless an extension of this period is mutually agreed to by the Employer and the employee) in order to achieve minimal competency in the new position. If the employee cannot demonstrate a minimum level of competency within the six-month training period, or decides within the first ninety (90) days of the training period that they do not want the position, the employee shall be returned to their former position and pay level. Employees requesting to return to their former position after the 90th day of their training period may be returned at the discretion of the City Manager. Any employee who is returned to their former position within the six (6) month training period, whether at his or her request or at the discretion of the City, shall be ineligible to apply for any Entry Level Bargaining Unit Represented Position or bid on any Bargaining Unit Represented Position Promotion for a period of one (1) year from the date they are returned to said former position.
3. During the training period, the employee shall retain seniority in the Department they left. Upon successful completion of the training period he or she will lose all seniority rights in the Department they left and will assume and accrue seniority in the new Department from the date they were awarded the job. City seniority, accrued vacation and sick leave, and all other benefits shall be retained. If an employee is awarded a job bid within the same Department but a different Division, the employee shall retain Department seniority but will accrue Division and classification seniority from the date they were awarded the job.

(c) Bargaining Unit Represented Position Promotions:

1. Whenever more than one person is considered to be qualified and eligible for promotion to the vacant position, selection shall be made on the basis of competitive examination and/or interview. Competitive examinations and interviews will be job related. The content and administration of the competitive examination and interview is within the discretion of the City Manager. All employees seeking promotion shall be expected to meet the minimum qualifications for the position to which they seek promotion. A medical examination or other testing, including drug testing, may be required only after an offer of promotion has been made, provided that, such exams or testing are required of all such employees who are offered promotions to that position. The offer of promotion is contingent upon the applicant passing the required tests.

2. Each employee promoted to a classification with higher pay and increased responsibility shall undergo a training period of six months in order to achieve minimal competency in the new position. If the employee cannot demonstrate a minimum level of competency within the six-month training period or decides within the first ninety (90) days of the training period that they do not want the promotion, the employee shall be returned to their former position and pay level. Employees requesting to return to their former position after the 90th day of their training period may be returned at the discretion of the City Manager. Any employee who is returned to their former position within the six (6) month training period, whether at his or her request or at the discretion of the City, shall be ineligible to bid on any promotion or to apply for any Bargaining Unit Represented Position for a period of one (1) year from the date they are returned to said former position.
3. After a bargaining unit represented position vacancy occurs (other than Entry Level Bargaining Unit Represented Positions) and the City Manager, after consulting with the Department Head determines the position should be filled, the job shall be bulletined in all City departments for seven (7) working days during which time full-time, regular employees with proper qualifications will be entitled to submit bids for such jobs. Bids shall be filed by employees with the Employer before the time for bidding closes.
4. Management shall determine those applicants who are qualified for the appointment, and which applicant is most qualified from among the qualified applicants. In judging the qualifications of applicants, management shall consider ability, training, education, competence, experience, and initiative, along with performance during the competitive examination and/or during the job interview. If none of the incumbent full time, regular employees who bid are qualified, or if no bids are received, the City may hire an external applicant for the job or decline to fill the position.
5. When two or more qualified applicants are determined by management to be equally qualified, the vacancy will be filled by the most senior applicant. Seniority is defined as the length of continuous regular full-time service within the classification, division, department or City, as appropriate. Determination of seniority is to be made in order of priority as follows:
  - (a) Seniority in the division the vacancy is in.
  - (b) Seniority within the department which has the vacancy.
  - (c) Departmental seniority in any City department.
  - (d) Seniority as a City employee.

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

- (a) Termination for cause
  - (b) Resignation
  - (c) Being on layoff or leave status for more than twenty-four (24) months (except for military leave which will be governed under applicable federal and state laws).
6. When the successful bidder has been determined, a notice will be posted in all City departments stating the successful bidder's name.
7. The successful bidder, if a current employee, will be placed on the job at the conclusion of the selection process, and will be on a training period for six (6) months, unless an extension of this period is mutually agreed to by the Employer and the employee. During this training period, the employee shall retain seniority in the Department s/he leaves. Upon successful completion of the training period s/he will lose all seniority rights in the Department s/he left and will assume and accrue seniority in the new Department from the date s/he was awarded the job. City seniority, accrued vacation and sick leave, and all other benefits shall be retained. If an employee is awarded a job bid within the same Department but a different Division, the employee shall retain Department seniority but will accrue division and classification seniority from the date s/he was awarded the job.
- (d) Regular, full-time employees who are on layoff and have kept their seniority current as provided for in this Agreement shall be allowed to bid for Bargaining Unit Represented Position Promotions under the provisions of paragraph (c) herein and be awarded jobs that are posted while they are on layoff status. Further, these same employees may apply for Entry Level Bargaining Unit Represented Positions pursuant to the provisions of paragraph (b) herein.
  - (e) Employees who are working in jobs that are part of an apprenticeship program will not have to bid to get to the next higher level but will be raised to the next higher level at the end of the time limit, provided they have met the criteria for the next higher level.

#### **C-6 COMMERCIAL DRIVERS LICENSE**

All employees who operate commercial vehicles during the course of employment must possess a valid Commercial Drivers License. Revocation or suspension of commercial driver privileges may result in termination of employment or demotion to a non-driving position if such

a position is available, and if driving is an essential function of the employee's then-current position.

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

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

#### **C-7 NONDISCRIMINATION**

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

#### **C-8 PERSONNEL FILE**

- (a) Current employees shall have the right to review the contents of the City's personnel file regarding the individual employee.
- (b) The City reserves the right to require that the following criteria are met:

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

#### **ARTICLE D. HOURS OF WORK**

##### **D-1 DUTY HOURS AND WORK PERIODS**

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

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

##### **D-2 MEAL PERIODS AND REST BREAKS**

- (a) *Meal Periods for General employees*
  - (1) Any meal period of 30 minutes or more in duration, where the employee is relieved of all duties is a non-compensable meal period and it is excluded from hours worked. Any on-duty meal period of up to 30 minutes duration, subject to being interrupted by work demands is a compensable meal period and is included in hours worked.

- (2) If an employee who is not on standby is held over to work one and a half hours or more past the end of their normal duty hours, they shall be provided up to a 30 minute meal period. Thereafter, an additional meal period of up to 30 minutes will be provided after every additional five hours worked as long as the employee is required to work.
  - (3) If an employee who is not on standby is called out or scheduled to work one hour or more prior to the start of their normal duty hours, and there is not at least a one half hour gap between the extra duty hours and their normal duty hours they shall be provided up to a 30-minute meal period after two hours of work. Thereafter, an additional meal period of up to 30 minutes will be provided after every additional five hours worked as long as the employee is required to work.
  - (4) If a general employee is required by his supervisor to work through these additional meal periods in their entirety, the employee is entitled to compensation of up to 30 minutes in lieu of the meal period(s) in addition to the hours actually worked. These provisions for additional meal periods are not applicable when the additional hours worked are a result of shift trading/substitution, nor shall the employee receive any additional pay, beyond pay for actual hours worked, if the employee chooses to work through the meal period.
  - (5) If an employee is notified on the day prior or earlier that they will be called in early or held over, the employee is responsible to bring their own meal.
    - [a] General Employees – If a general employee who is not on standby is called in early or held over without advanced notice and for the City’s convenience and the employee is not released from the job site to obtain their meal, the cost of the meal shall be paid by the City, upon presentation of a valid, dated receipt. (otherwise, the cost of the meal shall be paid by the employee). The cost of the meal paid for by the City shall not exceed \$9.00.
    - [b] The City will not pay any meal allowance for any employee who does not actually purchase a meal, and will pay only for amounts actually spent, as shown on a valid, dated receipt.
- (b) *Rest Breaks.* Employees are authorized a rest break of 15 minutes for each four hours of work. Rest breaks are not cumulative and if workload prevents the taking of a break, it shall not be carried over to another day. The time of the rest break, usually mid-morning and mid-afternoon, shall be determined by the employee’s supervisor subject to workload. Rest breaks shall normally be taken on the job site; but, if the crew is close enough to a retail establishment to visit the

establishment during break time, as part of the break, then they may do so, it being understood that all crew members must commence working when the break time is expired.

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

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

### **D-3 OVERTIME**

- (a) All employees may be required to work overtime because of increased workload, absences of other employees, emergencies, etc. The employee organizations agree on behalf of their members that such employees shall accept necessary overtime assignments, and that they should consider Employer requirements for such necessary overtime assignments as justified priority over their personal convenience and any secondary employment. Full-time employees will be scheduled for overtime prior to scheduling overtime for temporary employees. Regular full-time employees qualify for overtime compensation after they have worked more than eight (8) hours on a normal work day/shift (hours worked includes any authorized leave, sick leave, personal day leave or compensatory time leave). Regular part-time, temporary employees, seasonal employees, and employees working at the Golf Course, Activity Center, and Aquatic Center qualify for overtime compensation only after they have worked more than forty (40) hours in any seven-day work week.
- (b) Any additional or extra duty overtime worked shall be recorded as overtime. All employees shall be paid at overtime rates for actual time worked.
- (c) All additional or extra duty hours worked must have prior authorization by the employee's Department Head or designee. At the time the employee turns in his time sheet or card, it shall be noted by the employee if the compensation for the extra hours of work shall be in the form of additional wages or compensatory time.
- (d) Each department shall attempt to distribute extra hours of work equitably among employees within each classification on an annual basis. Any adjustments to rectify inequitable distribution of extra hours of work shall be accomplished through future scheduling. Each department shall post a monthly report documenting the number of extra hours worked by each employee in every classification. Any time an employee is excused from scheduled extra hours of

work, those hours not worked shall be counted for the purpose of distributing extra hours of work equitably.

- (e) An employee is not subject to being scheduled for prearranged extra duty hours while on holiday or leave.

- (f) *General Employees.* All prearranged extra duty hours worked up to and including four hours on the employee's scheduled work day, shall be compensated at a rate of one and one-half times the employee's regular rate of pay. All prearranged extra duty hours worked in excess of four hours on an employee's scheduled work day shall be compensated at a rate of two times the employee's regular rate of pay. If an employee is required to work prearranged extra duty hours on either his first scheduled day off or second scheduled day off, unless the second day off falls on a Sunday, the first twelve hours worked shall be compensated for at a rate of one and one-half times the employee's regular rate of pay and any hours in excess of twelve hours shall be compensated for at a rate of two times the employee's regular rate of pay. If the employee's second day off falls on Sunday, all hours worked on said Sunday shall be compensated at two times the employee's regular rate of pay. If the employee is required to work prearranged extra duty hours on both their first and second scheduled days off, on the first day the first twelve (12) hours worked shall be compensated for at a rate of one and one-half times the employee's regular rate of pay and any hours in excess of twelve hours shall be compensated at a rate of two times the employee's regular rate of pay, and all hours worked on the second day shall be compensated for at a rate of two times the employee's regular rate of pay. If the employee is required to work prearranged extra duty hours on Christmas Day, Thanksgiving Day or the Friday after Thanksgiving all hours worked shall be compensated for at a rate of two and one-half times the employee's regular rate of pay.

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

Employees who are prearranged to work extra duty hours on their scheduled days off shall receive a minimum of two hours pay unless the prearranged extra duty hours are canceled or rescheduled pursuant to paragraph (2) below. The compensation for the two hour minimum shall be at a rate of one and one-half the employee's regular rate of pay; unless the day off falls on a Sunday or it is the employee's second day off and

they have already worked prearranged extra duty hours on their first day off, then it shall be at a rate of two times the employee's regular rate of pay. Further, if the prearranged assignment on an employee's scheduled days off requires an employee to report to work on more than one occasion outside of the two hour minimum it shall constitute a separate two-hour minimum.

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

#### **D-4 STANDBY (ON-CALL) TIME**

- (a) *Weekday Standby.* Competent and qualified employees may be required to remain accessible by a local telephone call or pager to answer trouble calls and

make repairs to restore service during the time period beginning at quitting time each regular workday and ending at the beginning of the next regular workday. The standby employee must be able to report to work within thirty minutes of notice of a service call. The standby employee shall receive compensation equal to two hours pay at their regular rate of pay for this standby service. Except for hours actually worked responding to service calls, this standby compensation is not counted as hours worked for overtime purposes.

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

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

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

All employees may be required because of road conditions, leaks, interruptions in service, emergencies, etc. to return to work after their normal duty hours without it being prearranged. The employee organizations agree on behalf of their members that all members/employees shall accept necessary call-out assignments, and that they should consider Employer requirements for such necessary call-out assignments as justified priority over their personal convenience and any secondary employment. All employees shall be required to provide the City with their personal mobile phone number to ensure that they are reachable for call-out assignments. Hours worked or compensable time starts when the employee is notified to report to work; however, the employee must be able to report to work within thirty (30) minutes of notice. Any time an employee is called-back for extra hours of work that was not prearranged, the employee shall receive credit for a minimum of two hours worked. Call-back employees shall be compensated for hours worked at double their regular rate of pay. Actual time worked in excess of the two hour minimum shall be recorded. If the call-out response time overlaps with the employee's regularly scheduled work hours, the employee shall receive their normal rate of pay from their normal starting work time forward.

#### **D-6 COMPENSATORY TIME**

An employee may be allowed to choose compensatory time in lieu of additional wages for extra hours worked. The calculation of compensatory time shall be at the applicable overtime rate. An employee may accumulate up to 80 hours of unused compensatory time. If this limit is reached, an employee must be paid in cash for additional accrued hours or else must use some compensatory time before any additional overtime hours may be compensated in the form of compensatory time.

Compensatory time off may not be taken in increments of less than a one hour minimum. The Department Head must allow for the use of accumulated compensatory time within a reasonable period following the employee's request to take time off unless the operation of the department would be unduly disrupted by the employee's absence from work. If an employee requests the use of compensatory time prior to the day on which the time is to be used, then, in order to determine whether granting the request to use compensatory time off on any given day will disrupt the Department's operations, the Department Head or his or her designee may wait to respond to the request until the day prior to the requested day(s) off.

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

#### **D-7 HOLIDAYS**

- (a) The following days shall be paid holidays for regular full-time employees:
- New Years Day
  - Martin Luther King, Jr. Day
  - Good Friday

- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

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

- (b) When New Year's Day, Independence Day, Veterans' Day or Christmas falls on a Saturday or Sunday, the preceding Friday or following Monday, respectively shall be declared as the holiday.
- (c) Regular part-time, Seasonal, and Temporary Employees shall not receive paid holidays.
- (d) To be eligible to receive pay for a City holiday, an employee must not have been absent without leave on the scheduled workday before or the scheduled workday after the holiday.

**D-8 JOB REASSIGNMENT (WORKING OUT OF CLASSIFICATION)**

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

Employees who are required by their Department Head to temporarily serve in a position with a higher job classification and responsibilities than their normal position for a minimum of one hour shall be compensated at the minimum rate of pay for that position for time actually worked in the higher classification. The employee will receive no less than a 4% increase in pay for working in the higher position, but in no event shall such an employee receive more than the maximum rate of pay for the higher position in which he is temporarily assigned to work. However, no employee may be temporarily assigned to a higher position and receive the rate of pay for that position without actually performing the work of the higher position.

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

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

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

#### **D-9 ATTENDANCE**

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

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

#### **D-10 TRAINING**

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

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

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

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

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

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

#### **D-11 EDUCATIONAL REIMBURSEMENT**

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

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

#### **D-12 RESIGNATION**

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

#### **ARTICLE E. USE OF VEHICLES**

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

**ARTICLE F. OTHER EMPLOYEE BENEFITS**

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

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

FY 2017~~6~~ (April 1, 201~~7~~6 to March 31, 201~~8~~7): \$9165 per budgeted position

FY 2018 (April 1, 2018 to March 31, 2019): \$ \_\_\_\_\_ as negotiated with other bargaining units

FY 2019 (April 1, 2019 to March 31, 2020): \$ \_\_\_\_\_ as negotiated with other bargaining units

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

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

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

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

**ARTICLE G. STANDARDS OF CONDUCT  
AND PROGRESSIVE DISCIPLINE**

**G-1 AUTHORITY TO DISCIPLINE**

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

**G-2 GENERAL POLICY**

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

**G-3 DISCIPLINARY ACTIONS**

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

- (a) *Verbal Warnings.* A verbal warning is an oral reprimand given to an employee by their Supervisor, Department Head or City Manager. A written record of the warning shall be recorded in the employee’s file. Verbal warnings shall not be used as the basis for disciplinary action, after two (2) years from the date of the warning, and shall be removed from the City’s personnel file on the employee.
  
- (b) *Reprimand.* A reprimand is a written censure to an employee by their Supervisor, Department Head or the City Manager, a copy of which shall be recorded in the employee’s personnel file. Reprimands shall not be used as the basis for disciplinary action, after four (4) years from the date of the reprimand, and shall be removed from the City’s personnel file on the employee.

- (c) *Demotion.* A demotion is the placement of an employee into a position of a lower pay range. Demotions will be based on fitness or job performance.
- (d) *Suspension.* A disciplinary suspension is the removal of an employee from service, without pay, for a specific period of time. An employee placed on suspension shall not be present at their work site without written permission from the Department Head (except to present a grievance under Article H or for union activities outlined in Article W).
- (e) *Dismissal (Discharge or Termination).* Dismissal is the removal of an employee from City employment. Employees who are discharged from City service shall be entitled to receive all accrued pay (including any accrued vacation leave, compensatory time, and personal days due to the employee) on the next regular payday following discharge.

#### **G-4 OFFICIAL COMMENDATION**

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

#### **G-5 PROCEDURE FOR DISCIPLINARY ACTION**

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

- (a) Initiate an investigation into the situation, either personally or by a designee. The investigation shall include interviews of any complaining employee or citizen, interviews with any available witnesses, and a discussion of the situation with the accused employee (during which the employee shall be given an opportunity to provide his or her side of the story). Any accused employee may be represented by a Union representative during any interview that may reasonably be expected to lead to discipline, at the option of the individual employee.
- (b) At the conclusion of the investigation, the findings of the investigation shall be documented in writing. The Department Head or their designee, shall consider the findings of the investigation, and shall make a tentative disciplinary decision. At that time, the Department Head or their designee shall again meet with the employee (and employee organization representative, if desired) to discuss the

findings of the investigation and to obtain any further input the employee wishes to provide.

- (c) The Department Head or his/her designee shall then make a final decision as to the disciplinary action, and provide written notice of the action to the employee. A copy of the documentation of the misconduct, negligence, or unsatisfactory performance, and written documentation as to form of disciplinary action taken, shall be inserted into the employee's personnel file. The employee may submit comments in writing to be attached to the record of the disciplinary action.

#### **G-6 UNSATISFACTORY PERFORMANCE**

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

#### **G-7 ADMINISTRATIVE LEAVE**

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

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

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

#### **G-8 MISCONDUCT SUBJECT TO DISCIPLINARY ACTION**

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

the employee may have received, and the employee's prior disciplinary record will be considered when determining the appropriate level of discipline.

- (a) Violation of the City's prohibition against harassment in the workplace (Articles V and W).
- (b) Discharge of duties in a manner which results in discrimination against any person on the basis of race, religion, color, sex, age, disability, veteran status, national origin, or ancestry.
- (c) Violation of the City's Drug and Alcohol Abuse Policy (Article Y, Z).
- (d) Inducing or attempting to induce any officer or employee of the City to commit an unlawful act or to act in violation of any lawful or official order, regulation, or policy.
- (e) Conviction of or being granted a diversion for a violation of any state or federal criminal law involving dishonesty and/or violent behavior. "Violent behavior" as used in this subsection shall include any act that involves physical contact with the victim or target of the conduct in question, and any act that involves the intentional destruction of another person or entity's property, but shall not include mere verbal altercations unless such altercations include threats of immediate bodily harm.
- (f) Conviction of or being granted a diversion for driving under the influence while operating a City vehicle.
- (g) Material falsification of application for City employment or making a false statement or report in regard to any test, certification or appointment or any attempt to commit any fraud that violates the merit principles of personnel administration.
- (h) Giving or attempting to give any monetary consideration, or the delivery of undeserved service to or from any person or organization for, or in connection with, any test or appointment.
- (i) Taking or offering to take from any person for the employee's personal use, any fee, gift or other thing or service of value, in the course of his or her work or in connection with it, when such gift or other valuable thing or service is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person; accepting a bribe, gift, money or other thing or service of value with the intention to perform or refrain from performing any official act; engaging in any act of extortion or other means of obtaining money or other things or services of value through his or her position in the service of the City.

- (j) Refusal to abide by any lawful official regulation or order, failure to obey any proper direction made by a Supervisor, Department Head or City Manager, or knowingly making a false statement to any employee or officer of the City if the false statement has a negative impact on City business or on the ability of any City employee to perform his or her job duties.
- (k) Negligent or willful damage to public property, or waste of public supplies or equipment.
- (l) Wrongful taking or using any funds or property of the City for personal use or for sale or gift to others, or the making of any false claim against the City.
- (m) Neglect of duty, or willful or continued failure to render satisfactory service.
- (n) Claiming leave time under false pretenses, or falsifying attendance records for one's self or another employee.
- (o) Sleeping on the job.
- (p) Disclosing confidential records or information, unless directed to do so by the appropriate Department Head or Supervisor.
- (q) Revocation or suspension of a certification or license, including a driver's license, when such is required as a condition of City employment.
- (r) Remaining absent without leave and without calling to report the absence within the time limits specified in Article M-3(c) for three consecutive working days.
- (s) Failure to abide by resident requirements set forth in the City of Coffeyville Code of Ordinances as a condition of employment.
- (t) Violation of City or departmental safety policies and procedures, or willful or negligent creation of unsafe conditions in the workplace. Failure to notify a supervisor of unsafe working conditions, or of known safety violations.
- (u) Inattention to duty, carelessness, breakage, or loss of public property or funds.
- (v) Creating disruptions in the workplace.
- (w) Discourteous or disruptive conduct or other offensive behavior in public while on duty, toward members of the public while on duty, or toward employees or officers of the City at any time (provided that this rule shall not be interpreted in a way that would limit constitutionally protected expression).
- (x) Abuse of leave, excessive absenteeism, or tardiness.

- (y) Temporarily leaving the workplace without the approval of the appropriate Supervisor (includes unauthorized extended break periods).
- (z) Failure to give proper notice of absence.
- (aa) Making any written or oral public statement about the City of Coffeyville or a City Employee that is knowingly false or malicious.
- (bb) Unauthorized possession of firearms or other weapons on the job.
- (cc) Violation of personnel policies and guidelines or departmental policies and guidelines.

#### **ARTICLE H. GRIEVANCES AND HEARINGS**

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

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

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

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

**THIRD STEP:** The employee, along with a representative of the employee organization, shall present his or her case along with the written statement, to the

City Manager or his designated representative, within three (3) additional working days. If a mutually satisfactory settlement or an agreement to extend the time limit is not reached within ten (10) working days after the grievance has been so submitted, then the matter may be submitted to arbitration as herein provided.

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

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

#### **ARTICLE I. ARBITRATION PROCEDURE**

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

Within two weeks after receipt of the list from the Federal Mediation and Conciliation Service, representatives of the parties shall hold a telephone conference for the purpose of selecting an arbitrator. The grieving party shall first strike a name from the list of proposed arbitrators; the responding party shall next strike a name from the list, and the parties shall alternately strike names from the

proposed list until one arbitrator is selected. The arbitrator shall be notified of his selection within five (5) calendar days after the arbitrator has been selected, and the parties shall request from the arbitrator a list of available dates for the scheduling of the arbitration hearing.

- B. The issue to be submitted to the arbitrator shall be the same topic as initially submitted through the grievance procedure. It is the intent of the parties that issues not be submitted to an arbitrator until those issues have been considered through the grievance procedure.
- C. The arbitrator shall be called upon to interpret the Agreement but the arbitrator shall have no power to change, add to, subtract from, modify, or alter the Agreement. The arbitrator shall have no power to award punitive damages or damages for pain and suffering, mental anguish, attorney's fees, front pay, interest, or other similar types of damages. The arbitrator shall articulate the findings of fact and conclusions of law upon which the award was granted in writing.
- D. The cost of the arbitrator shall be borne equally by both parties, except that each party shall be responsible for costs relating to their witnesses or representatives at the hearing.

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

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

#### **ARTICLE J. WORK STOPPAGE**

- (a) The Employer, employee organizations and other employees acknowledge that KSA Section 75-4333 (c)(5) prohibits strikes and/or lockouts. The employee organizations and the City agree to abide by the laws of the State of Kansas and continue to protect the citizens of the community at all times, including periods of labor disputes. No employee organization official or agent shall directly or indirectly encourage bargaining unit members to engage in work stoppage activities, and no employee shall engage in any work stoppage. The City shall not engage in any lockout of City employees.
- (b) In the event of any violation of this Article by employees represented by an employee organization, the Employer shall promptly notify the employee

organization. Upon receipt of such notification, the employee organizations agree to notify all employees engaged in such prohibited activity by certified mail and whatever additional means are appropriate that such actions are in violation of state law and this Agreement, and to urge such employees to cease such activity. The employee organizations also agree to use their best efforts to ensure that any employees involved in such prohibited activity cease such prohibited activity as soon as possible. The Employer is free to pursue any and all legal means to insure compliance with this Article.

- (c) Any employees in violation of this Article may be terminated by the Employer. However, the employee so disciplined shall have the right to use the grievance and arbitration procedures of this Agreement for the purpose of attempting to prove that the employee was not involved in the activity alleged, or that the activity did not constitute a strike, slowdown, or work stoppage. The employee shall have no right to appeal the right of the Employer to discharge the employee if the employee was involved in activity in violation of this Article.
- (d) The Employer shall not request or instruct any employee to go through a lawful primary picket line of a striking employee organization. If material or equipment is needed immediately, the Employer agrees to notify the employee organization involved, who in turn shall aid in obtaining said equipment without necessity for causing any trouble. If there is an extreme emergency, this subsection shall not apply.

#### **ARTICLE K. REDUCTION IN FORCE**

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

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

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

seniority. Bumping privileges are not available for employees in their initial training period or any extension thereof.

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

## **ARTICLE L. WAGE ADMINISTRATION**

### **L-1 PAY PERIODS**

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

### **L-2 WAGE SCHEDULE**

(a) ~~There shall be no increase to base wage rates for the employees covered under this agreement during the 2016 fiscal year. Effective January 2, 2017, all existing base wage rates for Line Foreman, Trouble Truck Lineman, Journeyman Lineman, Apprentice Lineman, Electrician Foreman, Electrician shall be increased by 8%; 2018 will increase by 3% and 2019 will increase by 2%. Effective January 2, 2017 base wage rate for Meter Serviceman classification will increase by 2%. In 2018 and 2019, wage rate for Meter Serviceman classification will increase by the same percentage as other represented city employees as negotiated.~~ Step increases within classifications and pay raises due to promotions will continue to be given to eligible employees as earned.

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

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

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

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

### **L-3 STARTING WAGE AND WAGE INCREASE**

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

### **L-4 PAYROLL DEDUCTIONS**

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

### **L-5 TIME CLOCKS**

The City shall have the right at any time during the term of this Agreement to introduce time clocks for time tracking within the bargaining units covered herein. Such time clocks will be used to track employee attendance and working time by use of time cards, identification badges, biometrics, or some other reliable system. Upon implementation, the time clock system shall be the primary resource for determining time worked by employees within the bargaining units, and wages shall be calculated based on actual time worked, with no rounding. In any case where the time clock entry is not accurate, the employee and his or her supervisor will correct the entry or

provide information to the Human Resources Department sufficient to allow the Department to correct the entry. Employees who persistently fail to clock in or out as required may be subject to discipline, but must be paid for all time worked regardless of whether the employee has timed in or out as required.

**ARTICLE M. EMPLOYEE LEAVE**

**M-1 VACATION LEAVE**

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

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

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

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

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

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

- (b) Employees who pass their 25 year anniversary will accrue one additional day of vacation for every three (3) years thereafter (i.e; over 28 years service will accrue 26 days vacation).
- (c) *Other Employees.* Regular part-time, temporary and seasonal employees shall not earn vacation leave.
- (d) *Initial Training Period, Full-time Employees.* Vacation leave does not accrue during the initial training period. Initial training period employees will be

retroactively credited with vacation leave for each month of employment, but only after successful completion of the training period. Employees terminated prior to attaining regular status are not entitled to receive any vacation pay upon termination.

- (e) *Holiday During Vacation – General Employees Only.* City holidays which occur during the taking of a general employee’s authorized vacation leave shall not be counted as a day of vacation.
- (f) *Accrual of Vacation Leave.* Vacation leave shall be accrued by employees at the current rate applicable for their years of service, from one anniversary date to the next anniversary date. An employee may only utilize the vacation leave after it has been fully accrued for a twelve month period from one anniversary date to the next. Exceptions may be made as solely determined by the City Manager (or his designee) in the case of special circumstances.
- (g) *Limitations on Vacation Accrual.* Vacation leave should be taken between the anniversary date after it has been fully accrued and the next anniversary date. An employee cannot accumulate or accrue vacation leave in excess of the maximum total days/shifts of accumulation allowed in the schedule set forth in this Section. Any employee who has reached the maximum accrual level shall not accrue any additional vacation time during any month in which his or her accrued vacation is at the maximum level. The employee shall again be eligible to accrue vacation pay in the month following the month in which he or she uses vacation leave, thereby bringing his or her total accrual below the maximum level.
- (h) *Postponement of Scheduled Vacation Leave.* An employee’s scheduled vacation may be postponed by the Department Head if necessitated by a manpower shortage. If an employee is required to work during any scheduled vacation leave, such employee shall take his vacation leave at a later date if at all possible. If the availability of manpower precludes the employee from taking the vacation leave at a later date, the employee, as determined by the City Manager, may be authorized to temporarily accumulate vacation in excess of the limits set forth in the schedule, or may be paid for such vacation leave at the employee’s regular rate of pay. Further, any employee whose approved vacation leave is cancelled shall be paid at one and one-half times his or her regular hourly rate during the first shift that would otherwise have been part of the employee’s scheduled vacation.
- (i) *Department Shutdowns.* In the event that a department is going to be shut down for any reason, the affected employees may take their vacation leave during such shutdown period rather than be on leave without pay.
- (j) *Minimum hours.*

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

(k) *Scheduling.*

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

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

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

**M-2 PERSONAL DAYS**

(a) One day, with pay shall be granted each regular full-time employee and shall be designated a personal day during the calendar year. Full-time employees must have completed one year of continuous employment with the City before being eligible for this benefit. A personal day shall not be considered a vacation day. A personal day shall be granted provided that a personal day shall be scheduled in such a manner as not to create overtime. The personal day shall be scheduled with the approval of the Department Director or City Manager. Each employee is encouraged to notify his/her supervisor at least one (1) week in advance of the desire to take a personal day, unless there are extenuating circumstances.

(b) *Additional Personal Day.* Full-time regular employees who work any full calendar year after their first year of employment without taking any sick leave will be granted an additional personal day with pay during the next calendar year.

**M-3 SICK LEAVE**

Full-time regular employees shall be entitled to sick leave with pay for absences resulting from illness, injuries, accidents or other physical incapacity, occurring either on or off the job. No

employee shall be permitted to use sick leave for any period spent on unauthorized leave or during a scheduled vacation, subject to the provisions of Article M-3(k). Temporary, seasonal and regular part-time employees are not eligible for sick leave benefits. The provisions of the Family and Medical Leave Act may apply in some circumstances, please see M-9 below.

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

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

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

- (c) *Notification.*

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

(d) *Physician's Certificate.* At the discretion of the City Manager, Department Head or their designee, an employee may be required to provide a signed statement from a health care provider verifying the employee's inability to perform their assigned duties due to illness for each absence due to illness or physical disability in excess of five (5) work days. If the City Manager, Department Head, or their designee has reason to believe that an employee may be abusing sick leave, the manager in question shall inform the employee of the reasons for his or her concerns, and may require the employee in question to provide a physician's certificate for all subsequent absences allegedly due to illness or physical disability, until such time as management is no longer concerned that the employee is or may be abusing sick leave.

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

(f) *Termination/Retirement.*

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

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

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

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

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

circumstances will be extended until the employee has exhausted their accumulated sick leave.

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

(i) *Partial Absences.*

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

(j) *Use of Sick Leave for Other Household Members.* Any regular full-time employee may utilize up to 20 days of accumulated sick leave in any calendar year to provide care to a spouse, child, parent, spouse's parent (whether or not such spouse, child, parent, or spouse's parent is living in the employee's household) or any dependent living in their household who is incapacitated by sickness or injury or for their medical, psychological, dental or optical examination or treatment. This leave shall be available for any employee who wishes to attend to any person listed in the preceding sentence who is hospitalized, but only to the extent the employee is actually attending to such person at the hospital. At the discretion of the City Manager, Department Head or their designee, an employee may be required to provide a signed statement from a health care provider verifying the household member's illness or injury for each absence in excess of three (3) working days.

(k) *In Conjunction With Scheduled Vacations.* If an employee becomes ill while on scheduled vacation, the employee's time away from work will ordinarily continue to be charged as vacation time, for the full length of the scheduled vacation. Employees who remain unable to work due to illness or injury after the conclusion of their scheduled vacation may apply for and use sick leave under the regular terms of this Section M-3. If, however, an employee is hospitalized or similarly fully incapacitated during a scheduled vacation, such that the employee cannot use the time away from work for rest and/or relaxation, the employee shall have the right to convert the remaining time away from work to sick leave, if the employee has sufficient sick leave accrued, preserving the vacation time for future use.

(l) *Long Term Absences.* Any employee on leave of any kind – whether it be sick leave, injury leave, some other type of leave, or several different types of leave

taken together – for a total consecutive period of more than one year shall be discharged from employment, except in cases involving on-the-job injuries where the employee is continuing to recover and where it appears that the employee may eventually be able to return to work.

In the case of any discharge under this Section M-3(b), if an opening in the job classification the employee held when discharged becomes available within two years after the date of the employee's discharge, and if the City elects to fill the opening, the discharged employee shall be entitled to the job, if the employee is then able to perform all essential functions of the job and wishes to return to the job. The employee's ability to perform all functions of the job must be certified by a competent physician, acceptable to the City, in a written fitness for duty report. The employee must accept the position within five days after being notified of the opening, and must be available to begin working within two weeks. The employee must also pass a return-to-work drug test. Any employee who is discharged under this Section and who accepts some other position with the City during the two-year period described herein shall be ineligible to return to the position from which he or she was discharged pursuant to this paragraph.

#### **M-4 MATERNITY LEAVE**

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

#### **M-5 BEREAVEMENT LEAVE**

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

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

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

#### **M-6 INJURY LEAVE**

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

#### **M-7 MILITARY LEAVE**

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

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

without pay, for any required tour of active duty or field training encampment. Vacation leave with pay may be taken jointly with such military training leave (see K.S.A. 48-22).

#### **M-8 CIVIL LEAVE**

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

A full-time regular employee who receives a subpoena in connection with a criminal or civil matter (other than to be a witness or expert witness in an official capacity in connection with the City) shall be given a maximum of one day off with pay to comply with the subpoena, provided that: (1) the employee is not a party to the action; (2) the employee is not related by blood or marriage to a party to the action; and (3) the employee does not have a financial interest in the outcome of the action.

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

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

#### **M-9 FAMILY AND MEDICAL LEAVE ACT PROVISIONS**

- (a) In accordance with Family and Medical Leave Act of 1993, as amended in 2009, any qualifying employee will be granted up to 12 weeks of unpaid family and medical leave. Such leave is available as the result of the birth, adoption, or placement of a child for foster care, to care for a spouse, child, or parent with a serious health condition, due to the employee's own serious health condition, or due to a qualifying military exigency. Up to 26 weeks of unpaid leave is available

for military caregiver leave on a one-time basis per FMLA regulations. FMLA leave shall be calculated on a rolling 12-month basis. Where possible, employees are required to provide at least 30 days notice before beginning to take leave.

- (b) *Use of paid leave.* Employees on FMLA leave shall utilize their accrued sick leave, vacation leave, and personal day(s) to cover any period of Family and Medical Leave concurrently with their FMLA leave, and shall convert to unpaid leave for any remaining portion of the twelve week allowance once all accrued paid leave is exhausted; except, that a maximum of twenty (20) days of paid sick leave for regular full-time employees, and a maximum of ten (10) shifts of paid sick leave for regular full-time fire protection personnel, shall be available when FMLA-covered leave is used to provide care for a family member, or to spend time with a child following the child's birth, adoption, or placement with the family. *See* Article M-3(j). At employees option, they have the right to reserve five (5) days of accrued sick leave for post FMLA use. Employees who reserve accrued sick leave will not be eligible to receive any donated leave hours.
- (c) *Eligibility.* an employee must have worked for the City at least 12 months and for a minimum of 1,250 hours during the previous year. Where a husband and wife work for the City, the total number of weeks leave to which both are entitled to will be limited to 12 weeks during any 12 month period, if the leave is used to care for a child after birth, to care for a child after adoption or following placement in foster care, or to care for an employee's parent with a serious health condition. Where leave is requested as a result of a serious health condition, the employee will provide the City a certification statement issued by a health care provider. Should there be a question of the validity of the certification provided by the employee, the City may, at its own expense, require an opinion from a second healthcare provider. Where there is a conflict between the two opinions, the City may pay for the opinion of a third provider. The opinion of the third provider is binding on both the employee and Employer.
- (d) *Restoration.* An employee returning from FMLA-covered leave will be entitled to return to their position or to a position with equivalent benefits, pay and other terms and conditions of employment.
- (e) *Vacation and Sick Leave.* Employees on unpaid family leave will not accrue any vacation, or sick leave benefits; however, during the time period when the employee is utilizing accrued sick leave, vacation leave, or personal days, the employee will accrue said benefits.
- (f) *Health Insurance Coverage.* The City will continue to provide health care coverage under the same conditions as prior to the leave. Where the employee fails to return from leave, the City can recover the premium(s) that have been paid on behalf of the employee to maintain health care coverage. If failure to return to work is due to continuation, recurrence or onset of a serious health condition beyond the employee's control, the employee will not be liable for health care

premiums paid while on family leave. In such cases, a certification issued by a health care provider will be required.

#### **M-10 OTHER LEAVE**

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

#### **M-11 REQUEST FOR LEAVE**

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

#### **M-12 ACCEPTANCE OF OTHER EMPLOYMENT WHILE ON LEAVE**

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

#### **ARTICLE N. WORKERS COMPENSATION**

An employee who is injured while in the performance of his/her job is covered by workers compensation laws of the State of Kansas. Such injury entitles the employee to hospital and

medical care, plus a subsistence allowance as prescribed by law. Employees and their Supervisors are required to submit an "Employer's Report of Injury Form" to the Personnel Department as soon as possible after obtaining the necessary medical attention.

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

**ARTICLE O. RECOGNITION OF  
EMPLOYEE ORGANIZATION STEWARDS**

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

**ARTICLE P. EMPLOYEE ORGANIZATION DUES**

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

**ARTICLE Q. WORKER SAFETY**

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

**ARTICLE R. APPRENTICESHIP/TRAINING PROGRAMS**

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

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

**ARTICLE S. BULLETIN BOARD**

- (a) The City shall designate at least one bulletin board to be utilized by each of the employee organizations for the posting of employee organization materials.
  
- (b) Materials posted shall concern elections, meetings, reports and other official employee organization business or notices of social and recreational activities, and no materials will be posted of a political nature; nor shall any materials derogatory to the City or other employees be posted. All material posted on the

bulletin board shall either be on employee organization stationery or otherwise authenticated, and shall be authorized on its face by an officer of the employee organization.

- (c) Places will be provided in all departments where notices of a general nature may be posted. Accrued sick leave, available vacation days, compensatory time and seniority shall be posted in each department each month.

#### **ARTICLE T. P.E.R.B.**

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

#### **ARTICLE U. EMPLOYEE UNION ACTIVITY**

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

#### **ARTICLE V. SEXUAL HARASSMENT**

##### **V-1 PURPOSE**

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

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

## **V-2 DEFINITION OF SEXUAL HARASSMENT**

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

## **V-3 PROCEDURE**

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

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

## **V-4 PROHIBITION OF RETALIATION**

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

## **ARTICLE W. OTHER HARASSMENT PROHIBITED**

The City of Coffeyville prohibits any employee from harassing another employee or individual on the basis of race, sex, national origin, religion, age, or disability. The City will not permit any vendor, supplier, or member of the public to harass any employee on any of the bases listed above. Prohibited harassment includes, but is not limited to, ethnic or racial slurs, jokes or other types of conduct which interfere with an employee's work, or create an intimidating or hostile environment. Any employee who feels that he or she has been harassed due to his or her race, sex, national origin, religion, age, or disability, should report the matter immediately to his or her Department Head, the Human Resource Officer, or the City Manager, without fear of reprisal. The City considers all forms of prohibited harassment to be a serious matter. The procedures

applicable to complaints of sexual harassment, as well as the prohibition against retaliation, shall also apply to all complaints concerning other forms of harassment. *See* Articles V-3 and V-4, above. Violations of this policy may result in discipline up to and including discharge.

**ARTICLE X.**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL**  
**WORKERS (IBEW) AFL-CIO**

**X-1 TOOLS AND EQUIPMENT**

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

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

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

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

IBEW and the City agree to form an FR Clothing Committee. The Committee will consist of three represented employees and three members of management. The FR committee will make recommendations to the Department Head, who will have final authority regarding any changes or purchases.

The City will furnish Personal Protective Equipment (PPE), hard hats, ear protection, safety glasses, rain gear, and other required safety equipment. This safety equipment shall be worn at all times at the work site. The City will provide each employee up to one (1) pair of prescription safety glasses every two (2) years, if safety glasses are required, unless the lenses are destroyed

on the job, in which case the City will replace them. Ordering of prescription safety glasses is handled through City of Coffeyville's prescription glass program in the Human Resources Department. If prescription safety glasses are lost, it will be the employee's responsibility to replace them. The City will also furnish rubber boots that are suitable for climbing (over shoes or insulated pull-on) when employed by the City. The rubber boots will be Industrial Service type with zipper and steel arch. These boots and rain gear, when not in use, will be kept in the individual's locker and shall not be worn for personal use.

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

### **X-2 INCLEMENT WEATHER**

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

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

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

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

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

### **X-3 WORK RULES**

- (a) Any employee regularly in charge of two or more employees shall be classed as a foreman.

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

#### **X-4 ADDITIONAL ITEMS**

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

seniority shall be defined as time spent within the applicable classification and then within the Electric Distribution Division.

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

(9) Nothing herein shall affect the current system of progression of Apprenticeship to a higher level of Apprenticeship or to Journeyman classification, in accordance with Article C-5 (e).

(e) *Specific Modifications of Article D-4 Standby (On-Call) Time, Article D-4 (B) Weekend/Holiday Standby, As applicable to I.B.E.W. Represented Employees in the Classifications Listed in Article A-5(1):*

(1) ~~(4)~~ Weekend/Holiday Standby. Competent and qualified employees may be required to remain accessible by a local telephone call or pager to answer trouble calls and make repairs to restore service during the time period beginning at quitting time on Friday and ending at the beginning time on the following Monday. The standby employee must be able to report to work within thirty minutes of notice of a service call. Weekend standby employees shall receive compensation equal to twelve (12) hours pay at one and one-half times the Trouble Truck Lineman regular rate of pay for this standby service. On holidays, an additional standby employee shall receive compensation equal to twelve (12) hours pay at one and one-half times the Trouble Truck Lineman regular rate of pay for this standby service. Except for hours actually worked responding to service calls, this standby compensation is not counted as hours worked for overtime purposes. For two-day weekends and holidays, the compensation for the first six (6) actual hours of service is included in the compensation for weekend/ holiday standby. Effective January 1, 2018 on holidays, an additional standby employee shall receive compensation equal to ten (10) hours pay at one and one-half times the Trouble Truck Lineman regular rate of pay for this standby service. For holidays, the compensation for the first five (5) hours of service is included in the compensation for holiday standby.

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(2) *Compensation for Service Calls.* Hours worked or compensable time starts when the standby employee is notified of the service call (limited to a maximum of 30 minutes response time). After a weekend/holiday standby employee has actually worked an accumulation of six hours responding to service calls on a weekend or on a holiday, the standby employee shall receive a minimum of two hours worked for each additional service call to which they respond. After January 1, 2018, after a holiday standby employee has actually worked an accumulation of five (5) hours on a holiday, the standby employee shall receive a minimum of two hours worked for each additional service call to which they respond. Any time a weekday standby employee responds to a service call, they shall receive credit for a minimum of two (2) hours worked. If multiple service calls are handled by the standby employee within any two hour minimum period, they would not receive additional compensation, even if the employee has returned home. Actual time worked in excess of the

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two-hour minimum shall be recorded and paid at overtime rates for actual time worked.

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

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

- (f) *Specific Modifications of “Article D-5 Call-out (Call-Back) Time”, as Applicable to I.B.E.W. Represented Employees in the Classifications Listed in Article A-5(1):*

All employees may be required because of road conditions, leaks, interruptions in service, emergencies, etc. to return to work after their normal duty hours without it being prearranged. The employee organizations agree on behalf of their members that all members/employees shall accept necessary call-out assignments, and that they should consider Employer requirements for such necessary call-out assignments as justified priority over their personal convenience and any secondary employment. Hours worked or compensable time starts when the employee is notified to report to work; however, the employee must be able to report to work within thirty (30) minutes of notice. Any time an employee is called-back for extra hours of work that was not prearranged, the employee shall receive credit for a minimum of two hours worked. When a standby employee has been arranged or provided for, call-back employees shall be compensated for hours worked at double their regular rate of pay (e.g. Journeyman Lineman & Apprentice Lineman would not be paid at Trouble Truck Lineman rate). When no standby employee has been arranged or provided for the first employee called-out/called-back shall be compensated for hours worked at double the Trouble Truck Lineman’s regular rate of pay and all additional employees called-out/called-back shall be compensated for hours worked at double their regular rate of pay (eg. Journeyman Lineman & Apprentice Lineman would not be paid at Trouble Truck Lineman rate). Actual time worked in excess of the two-hour minimum shall be recorded and paid at overtime rates for actual time worked. If the call-out response time overlaps with the employees regularly scheduled work hours, the employee shall receive their normal rate of pay from their normal starting work time forward.

Although no employee is required to respond to any particular call-out, each employee must be reasonably responsive to call-out requests. Each employee shall be responsible for providing the City with his or her current personal mobile phone number. The City will track employee responses to call-out attempts in six month intervals. Any employee who fails to answer at least 50% of callout

calls (i.e. actually answer the phone rather than let the call go into voice mail, or promptly (within 15 minutes) return a call that is not immediately answered or goes into voice mail) when management attempts to make contact, and/or who fails to report for duty at least 50% of the time when actually contacted shall be subject to discipline as follows:

1<sup>st</sup> time – 2 days off without pay

2<sup>nd</sup> time – 5 days off without pay

3<sup>rd</sup> time - Termination

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Although compliance with this call-out provision is tracked in six-month intervals, the disciplinary measures set out in this section X-4(f) only shall apply to violations occurring within a rolling two (2) year period from the date of the disciplinary action.

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

**Y-1 INTRODUCTION**

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

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

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

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

## **Y-2 DEFINITIONS & PROHIBITED ACTIVITIES**

- (a) The following activities are prohibited pursuant to this Policy:
- (1) The use, sale, possession, transfer, or purchase of drugs or alcohol, or being under the influence of drugs or alcohol on City property, during working hours, or while performing City business (except the proper use of prescribed drugs by the person for whom they were prescribed, or the use of alcohol in connection with City-authorized events, or the sale and possession of cereal malt beverages by employees of the Hillcrest Golf Course incident to their employment).
  - (2) Unlawful acts on or off City property involving drugs or alcohol or conduct with respect to drugs or alcohol, which discredits the City in any way;
  - (3) Knowingly bringing a prescribed drug onto City property by any person other than the one for whom it is prescribed. Such drugs shall be used only in the manner, combination and quantity prescribed;
  - (4) Testing positive for any drug or alcohol as provided in this Policy;
  - (5) Refusing to submit to drug or alcohol testing;
  - (6) Refusing to execute any consent, release, or other document in connection with this Policy;
  - (7) Refusing to enroll in and fully comply with the terms of any employee assistance program if directed to do so by the City.
- (b) For purposes of this Policy, the following terms have the following meanings:
- (1) "Alcohol" means ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol. Alcohol tests shall be deemed positive only where testing shows a blood alcohol concentration of .04 or higher.
  - (2) "Drug" means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, a metabolite of any of the substances listed herein, or any other drug controlled under federal law.

- (3) "Prescribed drug" is any substance prescribed for individual consumption by a licensed medical practitioner.
- (4) "City property" includes City vehicles and any other location where the employee is within the scope and course of his or her employment.

### **Y-3 DRUG AND ALCOHOL TESTING**

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

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

#### **(a) CIRCUMSTANCES FOR DRUG AND ALCOHOL TESTING**

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

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

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

evidence that an employee is involved in the illegal use, possession, sale, solicitation, or transfer of drugs.

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

(b) CONSEQUENCES OF REFUSAL TO SUBMIT TO TESTING

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

(c) CONSEQUENCES OF A POSITIVE TEST RESULT

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

(d) PRESCRIPTION DRUGS

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

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

(e) **DRUG AND ALCOHOL TESTING PERSONNEL AND STRUCTURE**

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

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

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

Sample collection shall be documented, including labeling the samples to preclude the probability of erroneous identification of test results and an opportunity for the applicant or employee to voluntarily provide notification of any information which the applicant or employee considers relevant to the test,

including identification of currently or recently used prescription or nonprescription drugs. Sample testing shall conform to scientifically accepted analytical methods and procedures. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

(f) **CONFIDENTIALITY OF TEST RESULTS**

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

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

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

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

(h) **EMPLOYEE ASSISTANCE PROGRAM**

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

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

Copies of this Policy will be distributed to all employees.

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

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

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

**Z-1 PURPOSE**

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

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

**Z-2 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. *Random Testing.* The City requires drug and/or alcohol testing on a random selection basis, which shall be restricted to employees who

perform safety-sensitive functions in the following classifications and/or positions:

- [a] Vehicle and equipment operator employees who are required to maintain a Commercial Drivers License (hereinafter referred to as "CDL") and operate vehicles and/or equipment in excess of 26,001 pounds;
- [b] Any other employees as may be required by state or federal law.

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

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

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

- [b] Before an employee returns to duty, following a positive alcohol and/or drug test result, the employee shall undergo a return-to-duty alcohol test with a result indicating a breath alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.
  
- [c] The employee shall be subject to unannounced follow-up alcohol and controlled substance tests, ordered by the Personnel Director or his/her designee, following the employee's return to duty. The number and frequency of such follow-up testing shall be as recommended by the Substance Abuse Professional, and will consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. The Personnel Director or his/her designee may direct the employee to undergo return-to-duty and follow-up testing for both alcohol and controlled substances if the Substance Abuse Professional determines that such testing is appropriate.

#### **Z-4 TESTING DEFINED**

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

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

**Z-5 TESTING METHODS AND COLLECTION  
PROCEDURES TO BE USED**

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

- 4) The sample collection site will obtain the specimen from the applicant of sufficient quantity to allow for split sample testing. The specimen will be sent to the laboratory.
- 5) The laboratory designated by the city shall perform an initial drug screen which shall be a form of chemical identification, with confirmation testing of any positive results with Gas Chromatography/Mass Spectrometry (GC/MS) or other reliable confirmation testing.
- 6) The alcohol screening tests will be done using approved evidential testing devices that test for prohibited alcohol concentration.

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

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

## **Z-6 TEST RESULTS**

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

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

**Z-7 PERSONNEL ACTION FOLLOWING TESTING**

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

**Z-8 SUPERVISORS TRAINING AND EMPLOYEE EDUCATION**

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

- 1) Educating employees concerning the harmful effects of drugs and alcohol in the workplace;

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

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

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

#### **Z-9 RECORD KEEPING AND CONFIDENTIALITY**

- (a) City shall maintain all drug and alcohol test results and related information, including but not limited to interviews, reports, statements, and memoranda, as confidential records, separate from other personnel records. Such records, including the records of the testing facility, shall not be used in any criminal proceeding, or any civil or administrative proceeding unless the action involves the City, or unless such records are ordered released pursuant to a valid court order.
- (b) The records described in Paragraph a) above, and maintained by City, shall be the property of the City and, upon the request of the applicant or employee tested, shall be made available for inspection and copying by the applicant or employee. The City shall not release such records to any person other than the applicant, employee, or the City's Medical Review Officer, unless the applicant or employee, in writing, following receipt of the test results, has expressly granted permission for the City to release such records, or pursuant to a valid court order or subpoena.

(c) The testing facility, or any agent, representative or designee of the facility, or any Medical Review Officer, shall not disclose to the City, based on the analysis of a sample collected from an applicant or employee for the purpose of testing, any information relating to:

- 1) The general health, pregnancy or other physical or mental condition of the applicant or employee; or
- 2) The presence of any drug other than the drug or its metabolites that the City requested be identified and for which a medically acceptable explanation of the positive results, other than the use of drugs, has not been forthcoming from the applicant or employee.

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

**CITY OF COFFEYVILLE**

**DRUG OR ALCOHOL TESTING CONSENT FORM**

DATE: \_\_\_\_\_

EMPLOYEE/APPLICANT NAME: \_\_\_\_\_  
(Circle One)

DEPT: \_\_\_\_\_ DEPARTMENT HEAD: \_\_\_\_\_

NAME OF CITY REPRESENTATIVE  
REQUESTING TEST: \_\_\_\_\_

NAME OF CITY REPRESENTATIVE  
ACCOMPANYING EMPLOYEE: \_\_\_\_\_

\*\*\*\*\*

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

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

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

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

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

EMPLOYEE/APPLICANT SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

CITY REPRESENTATIVE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## **ARTICLE AA. POLITICAL ACTIVITY**

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

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

## **ARTICLE BB. COMPUTER, E-MAIL AND INTERNET USE**

City employees have no right to privacy in their use of City computers, cell phones, tablets, computer generated documents, computer files, e-mails messages, e-mail attachments, voice mail messages, text messages or other similar electronic media. Neither Internet use, nor the storage

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

Prohibited Activities include but are not limited to:

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

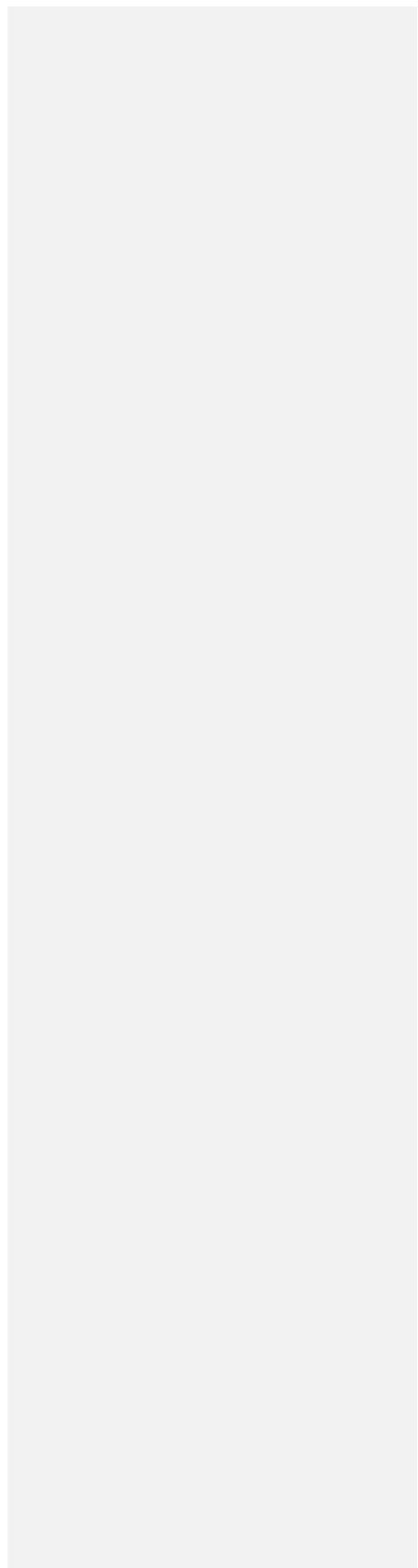
#### **ARTICLE CC. WORKPLACE VIOLENCE**

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

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

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

|



**DD-1 I.B.E.W.**

The City of Coffeyville and the undersigned employee organization hereby agree that this 2017-2019 Memorandum of Agreement is the entire Memorandum of Agreement between the parties. It is the entire and final expression of the Agreement and it may not be contradicted by evidence of any prior or contemporaneous oral agreements or past practices of the parties. It shall repeal and supersede all previous agreements between the parties.

The 2017-2019 Memorandum of Agreement has been prepared during negotiations between the parties, and no party shall be charged with having prepared this Agreement in the event an ambiguity exists.

Any waiver by the parties hereto of any of the regulations or provisions of the 2017-2019 Memorandum of Agreement shall not be deemed a continuing waiver, and it shall not prevent the parties hereto from exercising any remedy or enforcing any provision of this Agreement for any succeeding violation of the same provision or any other provision.

The 2017-2019 Memorandum of Agreement shall become effective on January 1, 2017 and remain in effect through December 31, 2019.

The 2017-2019 Memorandum of Agreement may be modified or amended only by a written instrument executed by each of the parties.

In witness hereof, the parties have executed the 2017-2019 Memorandum of Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF COFFEYVILLE, KANSAS:

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

BY \_\_\_\_\_  
Christopher V. Williams, Mayor

BY \_\_\_\_\_  
Duane Nordick  
Business Manager

**RESOLUTION NO. R-16-145**

**A RESOLUTION TO ADOPT THE 2017 COMPENSATION PLAN FOR NON-REPRESENTED EMPLOYEES.**

WHEREAS, the City of Coffeyville has adopted a compensation plan which conforms with the personnel manual; and

WHEREAS, the City of Coffeyville desires to implement a budgeted wage increase for non-represented employees of the City of Coffeyville; and

WHEREAS, all parties desire to implement the changes effective January 2, 2017.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas that the 2017 compensation plan and wage increase be implemented for City of Coffeyville employees who are not represented by a certified or recognized employee organization.

ADOPTED THIS 13th DAY OF DECEMBER, 2016.

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Christopher V. Williams, Mayor

ATTEST:

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Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Paul Kritz, City Attorney

**City of Coffeyville  
Compensation Plan-2017**

<i>Title</i>	<i>Grade</i>	<i>Minimum</i>	<i>Maximum</i>	
Golf Course Pro Shop	1	\$13.00 \$27,040.00	\$15.00 \$31,200.00	Hourly Annually
Asst. Golf Course Super	2	\$13.96 \$29,037.00	\$15.07 \$31,346.00	Hourly Annually
Administrative Assistant 1	3	\$14.45 \$30,063.00	\$18.83 \$39,169.00	Hourly Annually
Code Enforcement Officer 1				
Administrative Assistant 2	4	\$36,539.00	\$44,978.00	Annually
City Treasurer				
Stormwater Utility Worker				
Code Enforcement Officer 2				
Utility Revenue Supervisor				
Golf Course Maintenance Superintendent	5	\$40,809.00	\$51,322.00	Annually
IT Support Tech				
Wireless Tech				
Engineering Tech				
Human Resources	6	\$49,727.00	\$63,854.00	Annually
City Clerk				
Water/Wastewater Asst Supt.				
Interconnected Operations Mgr Asst. to City Manager	7	\$54,316.00	\$66,675.00	Annually
Architect/Planner	8	\$58,214.00	\$71,503.00	Annually
Superintendent Elec. Ops				
Superintendent Elec. Distr				
Superintendent Engineering				
Deputy Director, Public Works	9	\$65,881.00	\$82,755.00	Annually
Police Captain				
Deputy Director, CMLP				
Information Technology Mgr				
City Engineer				
Chief of Police	10	\$75,904.00	\$96,508.00	Annually
Fire Chief				
Finance Director				
Director of Public Works				
Director, CMLP				



 <b>CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</b>	
<b>MEETING DATE</b>	12/13/2016
<b>RESOLUTION OR ORDINANCE NUMBER</b>	R-16-146
<b>AGENDA TITLE</b>	<b>Designation of preferred vendors for chemicals to be used at the Water Treatment Plant in 2017.</b>
<b>REQUESTING DEPARTMENT</b>	Water Utility
<b>PRESENTER</b>	Chuck Shively, Director of Public Works Shane George, Water & Wastewater Treatment Supt.
<b>FISCAL INFORMATION</b>	Cost as recommended: N/A
	Budget Line Item: 090-5-036-525
	Balance Available N/A
	New Appropriation Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	Designate preferred vendors to provide Water Treatment Plant chemicals at specified prices throughout calendar year 2017.
<b>BACKGROUND</b>	<p>As we do every year, on November 29, 2016 we opened bids for chemicals to be used at the Water Treatment Plant for the year 2017. I have attached a tabulation of the bids received, listing both the unit prices bid and the annual cost based on estimated annual quantity to be used. Staff's recommended preferred vendor for each chemical is shaded.</p> <p>I have also included a 10 year table listing the actual chemical cost per year, the actual gallons of water treated each year, and the calculated cost per thousand gallons for the water treated each year. The quantities and costs listed for 2017 are estimates using the actual 2016 quantities and the 2017 bid costs.</p>

**SPECIAL NOTES**

Of special note, beginning in 2016 the three polymer blend chemicals were new to the chemical list, and we no longer bid Aluminum Sulfate, Lime, or Anionic Polymer, as we did prior to 2016.

In late 2015 we began working with our primary chemical supplier, testing their polymer blends at our plant to determine if they could improve our treatment process and possibly save money.

Before changing to the polymers, we were consistently meeting the new, more stringent EPA turbidity regulations, but with no room for error. The new polymer blend chemicals have improved the turbidity removal considerably, improving the finished water quality and giving us some breathing room to react and stay in compliance if something such as raw water quality changes at the plant. KDHE approved the chemical changes, and Water Plant personnel have now installed the equipment and lines necessary for the permanent change of chemical feed.

Replacing the aluminum sulfate and the lime with polymers also decreased the overall cost of chemicals being used at the plant. It also dramatically reduced the Water Treatment Plant equipment maintenance and replacement cost.

As we did last year, we did not bid the polymer blend chemicals this year. These polymers are unique blends which are impossible to bid apples to apples, because each manufacturer's blend is different. To thoroughly test a polymer you have to do laboratory jar tests and then use the polymer at the plant for a period of time to determine if it can meet our requirements, and if so, what quantity is necessary to meet those requirements. The lowest cost per gallon may not be the lowest overall cost if it takes more to get the same result. More importantly, if the blend does not work as well it could cause a violation of drinking water standards, or even compromise the quality of our drinking water.

We did do jar tests on another vendor's polymer blends this year in our laboratory. The blends worked well, but the cost was nearly double what we are currently paying.

The blends we have now are working well, so we locked in a negotiated price with the vendor for 2017 which is actually lower than the price we are paying for the same chemicals in 2016. Those prices are included in the Resolution and the tables.

<b>ANALYSIS</b>	<p>This year the chemical bid prices for all chemicals were lower than last year, except the Fluoride, which went up very slightly (\$157.50 for the entire year).</p> <p>For 2017 staff is recommending that the <u>low bidder</u> be designated as the preferred vendor for each chemical, except the Potassium Permanganate (KMNO<sup>4</sup>). The low bid submitted for that chemical does not meet our specification for "Cairox only, U.S. manufacturer". We have tried the chemical that they bid in the past and it was poor quality and ended up costing more due to waste, equipment maintenance, etc.</p> <p>The designation as preferred vendor documents our intent to purchase the chemicals to be used at the Water Treatment Plant during 2017 from the specified vendors, but if at any time a designated preferred vendor fails to meet our requirements, we would then move to the next lowest vendor until we find one that meets our expectations.</p>
<b>PUBLIC INFORMATION PROCESS</b>	N/A
<b>BOARD OR COMMISSION RECOMMENDATION</b>	N/A
<b>STAFF RECOMMENDATION</b>	Staff recommends approval of the attached Resolution, designating the preferred vendors for 2017 as listed in the body of the Resolution.
<b>REFERENCE DOCUMENTS ATTACHED</b>	<ul style="list-style-type: none"> <li>➤ "2017 Chemical Bid Tabulation"</li> <li>➤ "10 Year Comparison of Annual Water Treatment Plant Chemical Expense"</li> <li>➤ Resolution</li> </ul>

**RESOLUTION NO. R-16-146**

A RESOLUTION RECOGNIZING AND IDENTIFYING SPECIFIC PREFERRED VENDORS FOR CHEMICALS TO BE USED AT THE WATER TREATMENT PLANT DURING FY 2017.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the specific vendors listed below be and are hereby recognized and identified as the preferred vendors for chemicals to be used at the Water Treatment Plant during FY 2017.

	<b>Vendor</b>	<b>Chemical</b>	<b>Quantity</b>	<b>Unit Price</b>
1	Hawkins, Inc. (Garnet, KS)	Chlorine	+/- 40 tons	\$540.00 / Ton
2	Brenntag Southwest, Inc.	Activated Carbon	+/- 3 tons	\$1,085.00 / Ton
3	Hawkins, Inc. (Garnet, KS)	Hydrofluorosilicic Acid	+/- 15 drums (55 gal.)	\$225.00 / Drum
4	Brenntag Southwest, Inc.	Potassium Permanganate	+/- 6.5 tons	\$6,900.00 / Ton
5	Brenntag Southwest, Inc.	Ammonium Sulfate	+/- 40 tons	\$405.00 / Ton
6	Carus Corp.	Polyphosphate	+/- 20 drums (55 gal.)	\$306.60 / Drum
7	Brenntag Southwest, Inc.	WC2043 Polymer Blend	+/- 11 tons	\$1,195.00 / Ton
8	Brenntag Southwest, Inc.	WC2099 Polymer Blend	+/- 227 tons	\$775.00 / Ton
9	Brenntag Southwest, Inc.	Weighting Agent Polymers	+/- 2.5 tons	\$8,000.00 / Ton

BE IT FURTHER RESOLVED that it be and is hereby the intent of the City of Coffeyville to purchase the chemicals to be used at the Water Treatment Plant during FY 2017 from the specific preferred vendors identified above unless said vendor loses its competitive advantage due to factors such as price, quality, availability, service, etc.

Adopted this 13<sup>th</sup> day of December 2016.

\_\_\_\_\_  
Christopher V. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Paul Kritz, City Attorney

### 2017 Chemical Bid Tabulation

Vendor	Chemical	Chlorine	Carbon	Hydrofluorosilicic Acid (Fluoride)	Ammonium Sulfate	KMNO4	Polyphosphate	WC2099 Polymer	WC2043 Polymer	Weighting Agent Polymers
	Units (per Year)	Tons (40)	Tons (3)	55 gal drums (15)	Tons (40)	Tons (6.5)	55 gal drums (20)	Tons (227)	Tons (11)	Tons (2.5)
<b>Brenntag Southwest Nowata, OK 1-800-722-3145</b>	Per Unit Per Year	\$635.00 \$25,400.00	\$1,085.00 \$3,255.00	\$231.00 \$3,465.00	\$405.00 \$20,250.00	\$6,900.00 \$48,300.00	\$319.30 \$9,579.00	\$775.00 \$175,925.00	\$1,195.00 \$13,145.00	\$8,000.00 \$20,000.00
<b>Carus Corp. Peru, IL 1-800-435-6856</b>	Per Unit Per Year	no bid	no bid	no bid	no bid	no bid	\$306.60 \$9,198.09			
<b>D.P.C. Enterprise Wichita, Ks. 316-253-8885</b>	Per Unit Per Year	\$693.00 \$27,720.00	no bid	no bid	no bid	no bid	no bid			
<b>Shannon Chem. Corp. Malvern, Pa. 610-363-9090</b>	Per Unit Per Year	no bid	no bid	no bid	no bid	no bid	\$317.17 \$9,515.10			
<b>Thatcher Company Inc. Salt Lake City, Utah 1-800-375-7758</b>	Per Unit Per Year	no bid	no bid	no bid	no bid	\$5,960.00 \$41,720.00 (not cairox)	no bid			
<b>Chemtrade Chem. Us LLC StLouis, MO 1-800-441-2659</b>	Per Unit Per Year	no bid	no bid	no bid	\$599.00 \$29,950.00	no bid	no bid			
<b>Carbon Activated Compton, Ca. 651-998-9691</b>	Per Unit Per Year	no bid	\$1,720.00 \$5,160.00	no bid	no bid	no bid	no bid			
<b>Hawkins Inc. Garnett, Ks. 620-363-1624 (Dexter)</b>	Per Unit Per Year	\$540.00 \$21,600.00	\$2,100.00 \$6,300.00	\$225.00 \$3,375.00	\$500.00 \$25,000.00	\$7,000.00 \$49,000.00	\$420.00 \$12,600.00			

## 10 YEAR COMPARISON OF ANNUAL WATER TREATMENT PLANT CHEMICAL EXPENSE

YEAR	TOTAL CHEMICAL COST	TOTAL GALLONS TREATED	CHEMICAL COST PER 1,000 GALLONS
<b>2008</b>	\$222,514.60	1,013,220,000	\$0.22
<b>2009</b>	\$279,606.60	926,390,000	\$0.30
<b>2010</b>	\$279,165.20	1,019,320,000	\$0.27
<b>2011</b>	\$301,822.70	1,002,775,000	\$0.30
<b>2012</b>	\$296,166.56	1,010,890,000	\$0.29
<b>2013</b>	\$303,159.43	911,030,000	\$0.33
<b>2014</b>	\$270,358.63	1,032,300,000	\$0.26
<b>2015</b>	\$270,030.58	1,105,368,000	\$0.24
<b>2016*</b>	\$320,695.51	1,294,859,000	\$0.25
<b>Proposed 2017**</b>	\$309,405.11	1,294,859,000	\$0.24

\* 2016 December quantities estimated.

\*\* 2017 quantities estimated using 2016 quantities and 2017 bid prices.

\*\*\* Note that Total Gallons Treated increased by approximately 200 Million - 250 Million gallons per year due to Coffeyville Resources water purchase agreement beginning January 01, 2016.

\*\*\*\* A 1 cent reduction in chemical cost per thousand gallons equates to approximately \$13,000.00 savings per year.

 <b>CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</b>	
<b>MEETING DATE</b>	December 13, 2016
<b>RESOLUTION OR ORDINANCE NUMBER</b>	Resolution No. R-16-147
<b>AGENDA TITLE</b>	A Resolution to approve the City of Coffeyville fee schedule
<b>REQUESTING DEPARTMENT</b>	Administration
<b>PRESENTER</b>	Cindy Price
<b>FISCAL INFORMATION</b>	Cost as recommended: n/a
	Budget Line Item:
	Balance Available
	New Appropriation Required: <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	
<b>BACKGROUND</b>	The City of Coffeyville fee schedule includes fees for licenses and permits, cemetery services, utility fees, and admissions. Our former code of ordinances had fees adopted by ordinance which meant any changes had to be approved individually. As part of codification, all fees were removed from the ordinances and wording included to state fees would be adopted by a fee schedule.
<b>SPECIAL NOTES</b>	Changes to previous fee schedule are highlighted in gray.
<b>ANALYSIS</b>	
<b>PUBLIC INFORMATION PROCESS</b>	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	

<b>STAFF RECOMMENDATION</b>	Adopt the fee schedule.
<b>REFERENCE DOCUMENTS ATTACHED</b>	

**RESOLUTION NO. R-16-147**

**A RESOLUTION TO APPROVE A FEE SCHEDULE FOR THE CITY OF COFFEYVILLE.**

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that a fee schedule for the City of Coffeyville be approved with the fees to be effective upon approval.

ADOPTED THIS 13<sup>th</sup> DAY OF DECEMBER 2016.

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Christopher V. Williams, Mayor

ATTEST:

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Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Paul Kritz, City Attorney

CITY OF COFFEYVILLE  
FEE SCHEDULE

TYPE	FEE
<b>AQUATIC CENTER</b>	
Ages 3 & up	\$3
Ages 0-2	Free
Group rate - 20 or more ages 3 & up	\$2.50 per person
Punch cards - 10 swims	\$25
<b>ALCOHOL</b>	
<b>Alcoholic Liquor</b>	
Consumption on premises	\$250 + state license
Packaged liquor	\$300 + state license
<b>Cereal Malt Beverage</b>	
Consumption off premises	\$50 + \$25 state stamp
Consumption on premises	\$150 + \$25 state stamp
<b>BUILDING PERMITS</b>	
<b>Total Valuation</b>	
<b>\$1 - \$500</b>	\$15
<b>\$501 - \$2,000</b>	\$15 for the first \$500 plus \$2 for each additional \$100, or fraction thereof, to and including \$2,000
<b>\$2,001 - \$25,000</b>	\$45 for the first \$2,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$25,000
<b>\$25,001 - \$50,000</b>	\$252 for first \$25,000 plus \$6,50 for each additional \$1,000 or fraction thereof, to and including \$50,000
<b>\$50,001 - \$100,000</b>	\$414.50 for first \$50,000 plus \$4,50 for each additional \$1,000 or fraction thereof, to and including \$100,000
<b>\$100,001 - \$500,000</b>	\$639.50 for first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof, to and including \$500,000
<b>\$500,001 - \$1,000,000</b>	\$2,039.50 for first \$500,000 plus \$3 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
<b>\$1,000,001 and up</b>	\$3,539.50 for the first \$1,000,000 plus \$2 for each additional \$1,000 or fraction thereof
<b>CEMETERY</b>	
<b>Burials</b>	
Burial Monday-Friday, 9-4	\$425
Burial Saturday 9-1	\$550
Overtime: Each hour over	\$125
<b>Cremation</b>	
Cremation Monday-Friday 9-4	\$125
Cremation Saturday 9-1	\$225
Overtime: Each hour over	\$75
<b>Services</b>	
Patio or tent used	\$100
Slosson Chapel used - Elmwood	\$75
Stone setting approval/staking	\$35
<b>Plots</b>	
Per plot	\$300
Babyland	no charge

cemetery fees effective 10/01/2015



CITY OF COFFEYVILLE  
FEE SCHEDULE

LICENSE		
	<b>Contractor</b>	\$50 + certificate of insurance
	<b>Electric</b>	
	Apprentice Electrician	\$35
	Electric Contractor	\$50 + certificate of insurance
	Journeyman Electrician	\$35
	Master Contractor Electrician*	\$50 + certificate of insurance
	Master Electrician	\$35
	Residential Wireman	\$35
	<b>Gasfitter</b>	
	Gasfitter Contractor	\$50 + certificate of insurance
	Journeyman Gasfitter	\$35
	Master Contractor Gasfitter*	\$50 + certificate of insurance
	Master Gasfitter	\$35
	<b>Plumbing</b>	
	Journeyman Plumber	\$35
	Master Plumber	\$35
	Master Contractor Plumber*	\$50 + certificate of insurance
	Plumbing Contractor	\$50 + certificate of insurance
	*one man operation	
LICENSE		
	<b>Kennel</b>	\$35 + proper zoning & inspection
	<b>Livestock in City Limits</b>	\$35 + inspection
	<b>Micro Utility Vehicle</b>	\$25 + proof of insurance
	<b>Mobile Home/RV Park</b>	\$50 + \$2/site inc. RV parks
	<b>Pawnbroker</b>	\$25 (formerly \$100; changed to meet Kansas statutes)
	<b>Sidewalk Dining</b>	\$100 + insurance, tax sales report, site plan 05/28/13
	<b>Sign Business</b>	\$50 + certificate of insurance
	<b>Taxi Cab</b>	\$50 + proof of insurance & vehicle inspection
	<b>Trash truck</b>	\$500 + proof of insurance & vehicle inspection
PERMITTING		
	<b>Curb Cut</b>	\$25 residential/\$150 commercial
	<b>Demolition</b>	\$25
	<b>Electric and Plumbing Permits</b>	\$10
	<b>Excavation Permit</b>	\$25
	<b>Gas Inspection</b>	\$10
	<b>Occupancy Certificate</b>	\$5
	<b>Sign</b>	\$10
MISCELLANEOUS		
	<b>Animal impound</b>	\$5/day collected by Shelter; nc if picked up within 24 hrs
	<b>Building Rental</b>	
	Oakcrest	\$25/day plus \$35 deposit
	Ron Stevenson Building	\$75/day plus \$75 deposit
	Walter Johnson Park Stadium	\$200/day plus \$50 utilities plus \$200 cleaning deposit
	Walter Johnson Park barns/arena	\$50/day plus \$200 deposit
	<b>Campground Fees</b>	\$8/day water & electric \$15/day water, electric & sewer
	<b>Dog tag</b>	\$4/year (collected by shelter)
	<b>Electric Dept escort fee for oversize load</b>	After hours - actual cost
	<b>Fire contracts</b>	\$200 residential/\$350 commercial
	<b>Fireworks stand</b>	\$150 + daily inspection by FD
	<b>Garage sale</b>	\$3/three days
	<b>Insufficient Fund Fee</b>	\$30
	<b>Open records request</b>	\$0.25 pg + staff time if necessary, not to exceed actual cost
	<b>Temporary Use Permit</b>	\$25
	<b>Transient Vendor</b>	\$50/three days
	<b>T-Hangar rentals</b>	\$95 & \$100
	<b>Vehicle towing</b>	100 + \$25/day storage
TYPE	FEE	

CITY OF COFFEYVILLE  
FEE SCHEDULE

NUISANCE ABATEMENT		
	Code Enforcement nuisance abatement	actual cost
UTILITY DEPOSITS		
Electric	Residential - all electric	\$100
	Residential - non all electric	\$60
	Residential 3-phase	\$300 minimum
	Residential - bad payment history	2 times required deposit
	Commercial	1/6 est. annual billing (\$100 min)
Water/Sewer	Residential	\$60
	Residential - bad payment history	2 times required deposit
	Commercial	1/6 est. annual billing (\$100 min)
UTILITY FEES		
Electric	<b>Construction Service</b>	
	Cost of installation and removal	Rate Schedule SE 02-Special Electric Schedule
	Oilfield - inc. 1 span and transformer	\$1,000
	Additional spans	actual cost
	<b>Temporary service</b>	
	Cost of installation and removal	Rate Schedule SE 02-Special Electric Schedule
	<b>Service Connection</b>	
	Service re-connect - 8 a.m. - 4 p.m.	\$25
	Service re-connect - after hours	\$100
	Disconnect overhead - 8 a.m. - 4 p.m.	no charge
	Disconnect overhead - after hours	\$100
	<b>Residential Service Overhead</b>	
	Single phase - up to 250'	no charge
	Single phase - over 250'	actual cost
	Services requiring primary extension	actual cost
	<b>Residential Service Underground</b>	
	Single phase - up to 70' incl conduit & wire customer responsible for excess of 70'	no charge
	Service requiring transformer installation	actual cost
	<b>Commercial</b>	
	Underground cable installed in conduit customer provides trench & wire/conduit	no charge
	<b>Electric meter testing - customer request</b>	actual cost; minimum \$25 (no charge if meter tests bad)
	<b>Pole attachment fee</b>	\$5 per pole per year
	<b>Transfer Fee</b>	
	Transfer of service to another location	\$12.50 per meter
	<b>Rental Light</b>	
	150 Watt	\$7.50/month on existing pole      effective 10/01/16
	250 Watt	\$11.85/month on existing pole      effective 10/01/16
<b>Tampering with meter</b>	\$100	
Water/Sewer	<b>Private fire protection</b>	actual cost
	<b>Water tap fee - 3/4 in</b>	\$500
	1 inch	actual cost
	2 inch	actual cost
	4 inch & larger	actual cost
	<b>Service Connection</b>	
	Service re-connect - 8 a.m. - 4 p.m.	\$25
	Service re-connect - after hours	\$100
	<b>Sewer tap fee - up to 4 inch</b>	\$450
	6 inch	actual cost
<b>Sewer cap and plug - 4 inch</b>	\$450	
6 inch & larger	actual cost	
<b>Moving or reducing water service line from 1" to 5/8"</b>	\$150	
TYPE	FEE	

CITY OF COFFEYVILLE  
FEE SCHEDULE

UTILITY FEES		
<b>Water/Sewer</b>	<b>Transfer Fee</b>	
	Transfer of service to another location	\$12.50 per meter
	<b>Alley rock repair for water/sewer work</b>	\$150
	<b>Asphalt repair for water/sewer work</b>	\$275
	<b>Temporary water service from fire hydrant</b>	
	Security deposit	\$250
	Connection	\$25
	Change in location	\$25
	Disconnect	\$25
	<b>Tampering with meter</b>	\$100
	<b>Water meter testing - customer request</b>	
	up to and including 1 inch	actual cost; minimum \$25 (no charge if meter tests bad)
	<b>Sewer surcharge</b>	
	Suspended solids in excess of 240 mg/L	\$0.0004961 per 1,000 gallons per mg/L
	BOD in excess of 250 mg/L	\$0.0004762 per 1,000 gallons per mg/L
	<b>Out of district sewer connection charge</b>	\$100
WEED LOTS		
	<b>Mowing cost</b>	Cost of mowing + 51% + \$100
ZONING		
	<b>Conditional Use</b>	\$125 + cost to obtain property ownership list
	<b>Home Occupation</b>	\$125 + cost to obtain property ownership list
	<b>Mobile Home Court</b>	\$125 + cost to obtain property ownership list
	<b>PUD</b>	\$175 + cost to obtain property ownership list
	<b>Rezoning</b>	\$175 + cost to obtain property ownership list
	<b>Special Exception</b>	\$125 + cost to obtain property ownership list
	<b>Vacation</b>	\$125 + cost to obtain property ownership list
	<b>Variance</b>	\$125 + cost to obtain property ownership list
	changes made during code review	

 <p style="text-align: center;"><b>CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</b></p>		
<b>MEETING DATE</b>	12/13/2016	
<b>RESOLUTION OR ORDINANCE NUMBER</b>	R-16-148	
<b>AGENDA TITLE</b>	Change order #1 for Wilshire Curb and Gutter Project	
<b>REQUESTING DEPARTMENT</b>	Engineering	
<b>PRESENTER</b>	Thomas Osborn – Superintendent of Engineering	
<b>FISCAL INFORMATION</b>	<b>Cost as recommended:</b>	\$5,926.00
	<b>Budget Line Item:</b>	N/A
	<b>Balance Available</b>	N/A
	<b>New Appropriation Required:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	Approve change order #1 with Jeff Graham Construction for a change of scope on the Wilshire Curb and Gutter Project.	

<p><b>BACKGROUND</b></p>	<p>On July 26 the City awarded Jeff Graham Construction a construction contract for repair of the base and curb and gutter along both sides of Wilshire Street as well as placing a new 2" driving surface over the entire project. As a part of the project a milling machine was brought in to mill the existing pavement to allow for proper drainage of the new road way.</p> <p>During the milling process it was found that the existing surface on the north end of the project (approximately 70 feet from the intersection of 1<sup>st</sup> Street) was not going to be able to stand up to traffic during construction and would not be a solid base for the overlay.</p> <p>Several options were discussed with the contractor and engineers as to the best solution to the issue.</p> <p>It was decided that replacing the entire area affected with full depth concrete would be the best economical solution.</p>
<p><b>SPECIAL NOTES</b></p>	
<p><b>ANALYSIS</b></p>	
<p><b>PUBLIC INFORMATION PROCESS</b></p>	
<p><b>BOARD OR COMMISSION RECOMMENDATION</b></p>	
<p><b>STAFF RECOMMENDATION</b></p>	<p>Staff recommends approval of change order #1 for the Wilshire Curb and Gutter Project in the amount of \$5,926.00 bringing the total contract to \$376,015.75.</p>
<p><b>REFERENCE DOCUMENTS ATTACHED</b></p>	<p>Change order No.1 Wilshire C&amp;G.pdf; Res-Wilshire Curb and Gutter-Change Order No1.doc</p>

**RESOLUTION NO. R-16-148**

**A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 FOR THE WILSHIRE CURB AND GUTTER PROJECT .**

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute change order No. 1 for the Wilshire curb and gutter project with Jeff Graham Construction in the amount of \$5,926.00 increasing the total contract to \$376,015.75.

ADOPTED THIS 13<sup>TH</sup> DAY OF DECEMBER 2016.

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Christopher V. Williams, Mayor

ATTEST:

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Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Paul Kritz, City Attorney

**CHANGE ORDER No. 1**

Effective Date: November 21, 2016

Project: Reconstruction of Wilshire Blvd. (Fairway to First)

Owner City of Coffeyville, KS

Date of Contract: September 28, 2016

Contractor: Jeff Graham Construction, LLC.

Engineer's Project No. 15E71-001

**The following changes are hereby made to the CONTRACT DOCUMENTS:**

Justification: To correct base failures in a section south of the intersection of Wilshire and 1<sup>st</sup>. Approximate area equals 239.6 Sq. Yds. New unit prices established per the attached letter. Area includes work under original contract that will be underrun. Calculations are shown on attached sheet.

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**Change to CONTRACT PRICE**

Original CONTRACT PRICE:	<u>\$370,401.75</u>
Increase in CONTRACT PRICE as of this Change Order:	<u>\$5,926.00</u>
The new CONTRACT PRICE incorporating this CHANGE ORDER:	<u>\$376,015.75</u>

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**Change to CONTRACT TIME: NONE**

The CONTRACT TIME:

Substantial completion: 60 Working Days

Ready for final payment: 80 Working Days

No change in CONTRACT TIME

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**RECOMMENDED:**

By:   
Engineer (Authorized Signature)

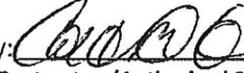
Date: November 21, 2016

**ACCEPTED:**

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

**ACCEPTED:**

By:   
Contractor (Authorized Signature)

Date: 11/22/2016

# CHANGE ORDER NO. 1 REVISION CALCULATIONS

Reconstruction of Wilshire Blvd. - Fairway to First

Professional Engineering Consultants, P.A.  
November 21, 2016  
BDR

City of Coffeyville, KS  
PEC Project No. 335-15E71-001-3728

ITEM	DESCRIPTION	UNIT	NO. OF UNITS	UNIT PRICE	TOTAL
1	Contractor Construction Staking	Lump Sum	Lump Sum	\$	-
2	Mobilization	Lump Sum	Lump Sum	-	-
3	Traffic Control	Lump Sum	Lump Sum	-	-
4	Erosion Control	Lump Sum	Lump Sum	-	-
5	Removal of Existing Structures	Lump Sum	Lump Sum	-	-
6	Clearing and Grubbing	Lump Sum	Lump Sum	-	-
7	Pavement Removal/Excavation	Sq. Yd.	-	-	-
8	Temporary Surfacing Material (Aggregate)	Sq. Yd.	-	-	-
9	Inlet Replacement	Each	-	-	-
10	Aggregate Base (AB-1)(6")	Sq. Yd.	87	11.00	957.00
11	Concrete Street Pavement (6" Uniform) (AE) (Plain)	Sq. Yd.	(152)	41.00	(6,232.00)
12	2" HMA Overlay	Tons	(17)	138.00	(2,346.00)
13	Curb and Gutter, Combined (AE)	Ln. Ft.	-	-	-
14	Outlet Curb Casting (Size)	Each	-	-	-
15	Concrete Entrance Pavement (6" Uniform)(AE)	Sq. Yd.	-	-	-
16	Permanent Seeding	Lump Sum	-	-	-

Subtotal Construction Costs = \$ (7,621.00)

**ADD ALTERNATE ITEMS**

1	Milling	Sq. Yd.	-	-	-
2	2" HMA Overlay	Tons	(10)	85.00	(850.00)
				Subtotal Construction Costs = \$	(850.00)

**CHANGE ORDER ITEM**

1	Pavement Removal/Excavation	Sq. Yd.	87	11.00	957.00
2	Concrete Street Pavement (6" Uniform) (AE) (Plain)	Sq. Yd.	240	56.00	13,440.00
				Total Change In Construction Costs = \$	5,926.00

Prepared By Bruce D. Remsburg, P.E.  
Professional Engineering Consultants, P.A.

Original Total Construction Cost = \$ 370,089.75  
Revised Total Construction Cost = \$ 376,015.75



1306 S. Elm Street

Coffeyville, KS 67337

Phone: 620-252-0491 Fax: 1-844-273-3205

[Sjgraham61@jgrahamconstruction.com](mailto:Sjgraham61@jgrahamconstruction.com)

[www.jgrahamconstruction.com](http://www.jgrahamconstruction.com)

Bruce Remsberg  
PEC  
Pittsburg, KS 66762  
November 15, 2016

Bruce,

The change order proposal is to thicken the proposed Line Item 11 Concrete Street Pavement (6" Uniform)(AE)(Plain) to 8" where Wilshire Steet and 1<sup>st</sup> Street meet due to an insufficient amount of asphalt for overlay and unsuitable subgrade. The new unit price (8" Uniform)(AE)(Plain) will be \$56.00 sq./yd. Also included in this change order is the proposal to create a new line item for the removal of the existing subgrade within the same limitations of the 8" concrete to allow for the 6" aggregate base. The unit price for the subgrade removal will be \$11.00 sq./yd.

Colten Bustos  
Superintendent

 <b>CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</b>	
<b>MEETING DATE</b>	12/13/2016
<b>RESOLUTION OR ORDINANCE NUMBER</b>	R-16-149
<b>AGENDA TITLE</b>	Master services agreement with Burns & McDonnell for engineering services for the Airport.
<b>REQUESTING DEPARTMENT</b>	Engineering
<b>PRESENTER</b>	
<b>FISCAL INFORMATION</b>	<b>Cost as recommended:</b> N/A
	<b>Budget Line Item:</b> N/A
	<b>Balance Available</b> N/A
	<b>New Appropriation Required:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	Approve a master services agreement with Burns & McDonnell for engineering services for the airport for the next 5 years.
<b>BACKGROUND</b>	<p>The City of Coffeyville sends out requests for qualifications every 5 years. In 2013 the city staff selected Burns &amp; McDonnell as the consultant however a master agreement was never made.</p> <p>Burns &amp; McDonnell has for the last three years provided services needed at no cost to the city. During that time there were no projects requiring work authorization agreements. The City has been contacted by FAA with funding for a taxiway overlay on the cross wind runway. It was during the discussion on this project it was discovered that there was never an agreement put into place back in 2014.</p>
<b>SPECIAL NOTES</b>	

<b>ANALYSIS</b>	
<b>PUBLIC INFORMATION PROCESS</b>	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	
<b>STAFF RECOMMENDATION</b>	Staff recommends approval a master services agreement with Burns and McDonnell for engineering at the airport.
<b>REFERENCE DOCUMENTS ATTACHED</b>	CFV Master services agreement.pdf

**RESOLUTION NO. R-16-149**

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF A MASTER SERVICES AGREEMENT WITH BURNS & McDONNELL ENGINEERING COMPANY FOR THE COFFEYVILLE MUNICIPAL AIRPORT.**

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and City Clerk be and are hereby authorized and directed to execute a Master Services Agreement with Burns & McDonnell Engineering Company Inc. for engineering services at the Coffeyville Municipal Airport.

ADOPTED THIS 13<sup>th</sup> DAY OF DECEMBER 2016.

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Christopher V. Williams, Mayor

ATTEST:

---

Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

---

Paul Kritz, City Attorney

**PROFESSIONAL SERVICES AGREEMENT – TASK ORDER**  
**Between**  
**CITY OF COFFEYVILLE, KANSAS**  
**And**  
**BURNS & McDONNELL ENGINEERING COMPANY, INC.**  
**Kansas City, Missouri**

This AGREEMENT is made as of \_\_\_\_\_, 2016, by and between the City of Coffeyville, Kansas (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called CONSULTANT).

OWNER from time to time requires professional services in connection with the planning, design and construction for FAA and non-FAA sponsored Airport Improvement Projects (AIP), located at Coffeyville Municipal Airport. Therefore, OWNER and CONSULTANT, in consideration of their mutual covenants, agree as follows:

CONSULTANT shall serve as OWNER'S professional engineer in those assignments to which this AGREEMENT applies, and shall give consultation and advice to OWNER during the performance of CONSULTANT'S services.

#### **SECTION 1 - AUTHORIZATION OF SERVICES**

1.1 Services on any assignment shall be undertaken only upon written authorization of OWNER and agreement of CONSULTANT. The parties shall use the form of Task Order attached hereto as **Exhibit A**.

1.2 Assignments may include those projects as stated in the OWNER'S Notice to Airport Consultants dated January 3, 2014 and as referenced in Section 1.3 and services described hereafter as Basic Services or as Additional Services of CONSULTANT.

- 1.3 Task Order projects are listed herein:
- a. Assist with documentation required to secure federal and state aviation funds
  - b. Overlay Taxiway to Runway 22 from Runway 17-35
  - c. Runway 17-32 Overlay
  - d. Runway 4-22 Overlay
  - e. Parallel Taxiway Extension
  - f. Security Fence Improvements
  - g. Remove abandon concrete apron pavement
  - h. Taxiway #1 Extension
  - i. Construct New 10-unit T-Hangar and Taxilanes
  - j. Airport Maintenance and Improvement that may be required to maintain the airport within FAA criteria and standards

#### **SECTION 2 - BASIC SERVICES OF CONSULTANT**

2.1 General. The Basic Services to be provided may include any of those tasks listed in this Section 2, as identified in the Task Order for a specific project.

2.1.1 Civil, structural, mechanical, electrical consulting services, architectural services, or other consulting services identified in the Task Order(s).

2.1.2 Advise OWNER as to the necessity of OWNER providing or obtaining services or data from others described in Paragraph 4.3, make recommendations as to the possible sources of such services, and act as OWNER'S representative in connection with any such services.

## 2.2 Preliminary Planning and Preliminary Design

2.2.1 Consult with OWNER to determine OWNER'S requirements for the Project and available data.

2.2.2 Provide special analyses of OWNER'S needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

2.2.3 Provide general economic analyses of OWNER'S requirements applicable to various alternatives.

2.2.4 Prepare a preliminary cost opinion for the Project.

2.2.5 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.

2.2.6 Prepare a Preliminary Design Report summarizing studies performed in accomplishing Paragraphs 2.2.2 and 2.2.3, including findings and recommendations for the Project, and furnish three review copies of the Report to OWNER.

2.3 Not Applicable

2.4 Not Applicable

## 2.5 Final Design Services

2.5.1 On the basis of the approved preliminary design documents, prepare for incorporation in the Contract Documents detailed drawings to show the character and scope of the Work to be performed by contractors on the Project (hereinafter called the "Contract Drawings"), and Invitation to Bid, Instructions to Bidders, Bid Form, Agreement and Bond forms, General Conditions, and Specifications (all of which, together with the Contract Drawings, are hereinafter called the "Bid Documents") for review and approval by OWNER, its legal counsel, and other advisors as appropriate, and assist OWNER in the preparation of other related documents.

2.5.2 Provide technical criteria, written descriptions, and design data for OWNER'S use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

2.5.3 Advise OWNER of adjustments in excess of ten percent of the cost opinion for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost opinion for the Project based on the final Bid Documents.

2.5.4 Furnish three approval copies of the final Bid Documents.

## 2.6 Bidding or Negotiating Services

2.6.1 Assist OWNER in obtaining and evaluating bids or negotiating proposals and preparing construction contracts.

2.6.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s) [hereinafter called "Contractor(s)"], for those portions of the work as to which such acceptability is required by the Bid Documents.

2.6.3 Make recommendations regarding award of construction contracts.

## 2.7 Construction Phase Services

2.7.1 Consult with and advise OWNER and act as OWNER'S CONSULTANT as provided in CONSULTANT'S standard General Conditions for the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of CONSULTANT as assigned in said General Conditions shall not be modified without CONSULTANT'S written consent.

2.7.2 Consult with and advise OWNER and act as OWNER'S CONSULTANT as may be provided in OWNER'S construction contract conditions furnished pursuant to Paragraph 4.11 herein. The extent and limitations of the duties, responsibilities, and authority of CONSULTANT as may be assigned in said construction contract conditions or in supplements prepared thereto shall not be modified without CONSULTANT'S written consent.

2.7.3 As OWNER'S CONSULTANT, CONSULTANT shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor's failure to perform construction work in accordance with the Contract Documents, all of which shall remain the sole responsibility of the OWNER'S Contractor.

2.7.4 Review Contractor(s) schedules for Work progress, equipment and materials procurement, submittals, and values for partial pay purposes, and project cash flow requirements.

2.7.5 Review and accept Submittals of Contractor(s) for conformance with the design concept and intent of the Contract Documents.

2.7.6 Make visits to the Site at intervals appropriate to the stages of construction to (consult with and advise CONSULTANT'S Resident Project Representative, if any, and) observe the progress and quality of the executed Work, and to determine, in general, if the Project is proceeding in accordance with the Contract Documents. CONSULTANT shall not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.

2.7.7 Issue all instructions of OWNER to Contractor(s); prepare routine Supplemental Instructions, Change Orders and Construction Change Directives, as required; act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the parties thereto, and make decisions on claims of OWNER and Contractor(s) relating to the execution and progress of the Work and other matters and questions related thereto; but CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered by CONSULTANT in good faith.

2.7.8 Review Contractor(s) applications for payment and supporting data, determine the amounts owing to Contractor(s), and approve in writing all payments to Contractor(s) in accordance with the Contract Documents.

2.7.9 Render periodic Work progress reports to OWNER.

2.7.10 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in general in accordance with the Contract Documents, so that CONSULTANT may approve, in writing, final payment to each Contractor.

## 2.8 Post-Construction Services

2.8.1 Provide qualified CONSULTANTS during equipment start-up and instruct OWNER'S personnel in equipment function and intended use.

2.8.2 Prepare a reproducible Record Set of drawings revised to show significant changes made during construction of the Project in accordance with records provided by Contractor and CONSULTANT'S Resident Project Representative, if any.

### **SECTION 3 - ADDITIONAL SERVICES OF CONSULTANT**

#### **3.1 General**

If authorized in writing by OWNER and agreed to in writing by CONSULTANT, CONSULTANT shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

##### **3.1.1 Grant and Loan Assistance**

Prepare applications and supporting documents for governmental grants, loans, or advances.

##### **3.1.2 Financial Consultation**

Consult with OWNER'S fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

##### **3.1.3 Property Procurement Assistance**

Determine land and easement requirements and provide consultation and assistance on property procurement as related to professional services being performed.

##### **3.1.4 Administrative Assistance**

Provide Contract and Project administration to the degree authorized by OWNER.

##### **3.1.5 Obtaining Services of Others**

Provide through subcontract the services or data set forth in Paragraph 4.3.

##### **3.1.6 Furnishing renderings or models of the Project for OWNER'S use.**

##### **3.1.7 Miscellaneous Studies**

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

##### **3.1.8 Extraordinary Construction-Related Services**

3.1.8.1 Additional or extended services during construction made necessary by a force majeure, act of God, governmental action, severe weather, vandalism, terrorism, or other extraordinary event.

3.1.8.2 Consultation or other services after completion of the Construction Phase, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract.

3.1.8.3 Preparing to serve or serving as a witness for OWNER in any litigation or other legal or administrative proceeding involving the Project.

##### **3.1.9 Preparation of an operating manual for use by OWNER.**

##### **3.1.10 Extra Services not specifically defined above that may be authorized by OWNER.**

#### **3.2 Resident Services During Construction**

3.2.1 If requested by OWNER or recommended by CONSULTANT and agreed to in writing by the other party, a Resident Project Representative and assistants shall be furnished and shall act as directed by CONSULTANT in order to provide more extensive representation at the Project site during the Construction Phase.

3.2.2 The Resident Project Representative, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of jobsite records on conditions and activities, shall assist CONSULTANT in determining that the Project is proceeding in accordance with the Contract Documents. However, the furnishing of such resident project representation shall not make CONSULTANT responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

### 3.3 Contingent Additional Services

3.3.1 If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the CONSULTANT'S control, the CONSULTANT shall notify the OWNER prior to commencing such services. If the OWNER deems that such services described in Section 3.3 are not required, the OWNER shall give prompt written notice to the CONSULTANT. If the OWNER indicates in writing that all or part of such Contingent Additional Services are not required, the CONSULTANT shall have no obligation to provide those services.

3.3.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.3.2.1 inconsistent with approvals or instructions previously given by the OWNER, including revisions made necessary by adjustments in the OWNER'S program or Project Budget.

3.3.2.2 required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

3.3.2.3 due to changes required as a result of the OWNER'S failure to render a decision in a timely manner.

3.3.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the OWNER'S schedule, or the method of bidding or negotiating and contracting for construction.

3.3.4 Preparing Drawings, Specifications, and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Work Change Directives.

3.3.5 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revision to Drawings, Specifications, and other documentation resulting therefrom.

3.3.6 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.7 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the OWNER or Contractor under the Contract for Construction.

3.3.8 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.9 Prolonged construction administration more than sixty (60) days after substantial completion, or acceleration of the work schedule involving services beyond normal working hours.

3.3.10 Preparing documents for alternate, separate, or sequential bids or providing services in connection with bidding, negotiation, or construction prior to the completion of the Final Design Phase.

#### **SECTION 4 - RESPONSIBILITIES OF OWNER**

OWNER shall, within a reasonable time, so as not to delay the services of CONSULTANT:

4.1 Provide full information as to OWNER'S requirements for the Project.

4.2 Assist CONSULTANT by placing at CONSULTANT'S disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

4.3 Furnish consulting services or data, such as core borings, probings and subsurface explorations; hydrographic surveys; laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; zoning and deed restrictions; and other special data or consultations, all of which CONSULTANT may rely upon in performing its services under this AGREEMENT.

4.4 Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services under this AGREEMENT.

4.5 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by CONSULTANT and render in writing decisions pertaining thereto.

4.6 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.

4.7 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions; receive information; interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements, and systems to be used in the Project; and other matters pertinent to the services covered by this AGREEMENT.

4.8 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any defect in the Project.

4.9 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.10 Furnish, or direct CONSULTANT to provide necessary Additional Services as stipulated in Section 3 of this AGREEMENT or other services as required.

4.11 If CONSULTANT'S standard bidding requirements, agreement forms, and General Conditions are not to be used, but OWNER'S documents are to be used instead, OWNER shall provide copies of such documents for CONSULTANT'S use in coordinating the Contract Drawings and Specifications.

4.12 Prior to commencement of the services under any Task Order, the CONSULTANT may request in writing that the OWNER provide reasonable evidence that the OWNER has made financial arrangements to fulfill the OWNER's obligations under this Agreement and the Task Order. Thereafter, the CONSULTANT may request such evidence if: (1) the OWNER fails to make a payment to the CONSULTANT as required; (2) a change in the scope materially changes the contract amount; or (3) the CONSULTANT identifies in writing a reasonable concern regarding the OWNER's ability to make

payment when due. The OWNER shall furnish such evidence as a condition precedent to commencement or continuation of the CONSULTANT's services. After the OWNER furnishes the evidence, the OWNER shall not materially vary such financial arrangements without prior notice to the CONSULTANT.

## **SECTION 5 - PERIOD OF SERVICE**

5.1 This AGREEMENT will become effective upon the first written notice by OWNER authorizing services hereunder.

5.2 This AGREEMENT shall be applicable to all assignments authorized by OWNER and accepted by CONSULTANT subsequent to the date of its execution. All assignments authorized prior to the execution of this document, even if performed in whole or in part before the execution date, shall be governed by the terms and conditions of this AGREEMENT.

5.3 The provisions of this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the AGREEMENT. CONSULTANT'S obligation to render services hereunder will extend for an initial period of twelve months (hereinafter the "primary term") and subject to renewal for four (4) additional and separate twelve (12) month terms (hereinafter the "renewal term"). It is understood and agreed by the parties hereto that renewal of the AGREEMENT at the conclusion of the primary term shall be automatic unless this AGREEMENT is otherwise terminated as herein provided.

## **SECTION 6 - COMPENSATION**

6.1 Compensation. OWNER shall pay CONSULTANT for services rendered and reimbursable expenses as follows, or as stated in the Task Order(s):

6.1.1 Amount of Payment: Method A – Fixed Lump Sum Payment.

For the Scope of Services described, the OWNER shall pay the CONSULTANT the lump sum amount as stated in the written Task Order for the specific project. For additional, reduced, or changed scope of services, the amount of payment shall be adjusted on a mutually agreeable lump-sum basis. Or,

6.1.2 Amount of Payment: Method B – Cost Plus a Fixed Payment.

For the Scope of Services described, the OWNER shall pay the CONSULTANT the sum of the following:

- a. Individual's Hourly Rate, plus
- b. CONSULTANT'S current Audited Overhead rate to cover general and administrative expenses, and payroll burden (as applicable to the specific Task Order) for office personnel, resident field personnel and contract labor.
- c. A ten percent fixed payment of the sum of a. and b.
- d. Direct hourly rate is determined by dividing each individual's current annual base salary by 2,088 hours per year. Overtime rate for nonexempt personnel shall be 1.5 times the hourly rate. Exempt and nonexempt are as defined by the United States Fair Labor Standards Act.

6.1.3 For outside expenses incurred by CONSULTANT, such as authorized travel and subsistence, commercial services, courier deliveries, and incidental expenses, the cost to CONSULTANT.

6.1.4 For reproduction, printing, long distance telephone calls, fax services, vehicles, and testing apparatus, amounts as determined from CONSULTANT'S schedule of rates in effect at the time the service is provided.

- 6.1.5 For services rendered by others as subcontractor(s) to CONSULTANT, such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photographs, or other activities required or requested by OWNER, the cost to CONSULTANT.
- 6.1.6 For time expended by outside individual professional service subcontractor(s) employed by the CONSULTANT in providing services to the OWNER, the cost to the CONSULTANT. Expenses incurred by such outside subcontractors in service to the OWNER shall be reimbursable in accordance with Subparagraph 6.1.3 above.
- 6.1.7 For expenses incurred by CONSULTANT in providing resident field services such as vehicle lease or rental, telephone services, miscellaneous resident office expenses, commercial services, field personnel moving expenses to the field site location, per diem or mileage allowances for personnel assigned in the field, authorized travel and subsistence expenses of personnel temporarily assigned from CONSULTANT'S offices to the field, and other such items incidental to operating a field office, the cost to CONSULTANT.
- 6.1.8 The total payment for the Scope of Services described in each Task Order shall not exceed as stated in the written Task Order for the specific project without written approval of the OWNER.

## 6.2 Statements

Monthly statements, in CONSULTANT'S standard format, will be submitted by the CONSULTANT to the OWNER.

6.2.1 Method A – Fixed Lump Sum Payment. Statements will be based on the CONSULTANT'S estimated percent of services completed at the end of the preceding month.

6.2.2 Method B – Cost Plus a Fixed Payment. Statements will be submitted for payment covering services performed, costs and expenses incurred, and appropriate fee or markup (if applicable) during the preceding month.

## 6.3 Payments

Statements are payable upon receipt. A late payment charge of 1.5 percent per month or any partial month will be added to amounts not received within 30 days of the statement date. Time is of the essence in payments of statements, and timely payment is a material part of the consideration of this AGREEMENT. Costs, including reasonable attorney's fees, incurred by the CONSULTANT in collecting any delinquent amount shall be reimbursed by the OWNER. If a portion of CONSULTANT'S statement is disputed by OWNER, the undisputed portion shall be paid by OWNER by the due date. The OWNER shall advise the CONSULTANT in writing of the basis for any disputed portion of any statement.

## 6.4 Taxes

Taxes, other than United States federal and state income taxes, and Kansas City, Missouri earnings tax, as may be imposed by the United States, state, and local authorities, shall be in addition to the payment stated under "Amount of Payment".

**SECTION 7 - GENERAL CONSIDERATIONS**

7.1 Insurance

7.1.1 During the course of performance of these services, CONSULTANT will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$1,000,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability:	\$1,000,000 Per Claim and Annual Aggregate

If requested, CONSULTANT will provide to OWNER certificates as evidence of the specified insurance.

7.1.2. Construction Contractors shall be required to provide (or OWNER may provide) Owners' Protective Liability Insurance naming the OWNER as a Named Insured and the CONSULTANT as an additional insured, or, to endorse OWNER and CONSULTANT using ISO Form GC 20 10 11 85 endorsement or its equivalent as Additional Insureds on all construction Contractors' liability insurance policies covering claims for personal injuries and property damage in at least the amount required of CONSULTANT in Section 7.1.1, above. Construction Contractors shall be required to provide certificates evidencing such insurance to the OWNER and CONSULTANT.

7.1.3. OWNER and CONSULTANT waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance (including deductibles) during and after the completion of CONSULTANT'S services. If the services result in a Construction Phase, a provision similar to this shall be incorporated into all Construction Contracts entered into by OWNER, and all construction Contractors shall be required to provide waivers of subrogation in favor of OWNER and CONSULTANT for damage or liability covered by any construction Contractor's policy of insurance.

7.2 Professional Responsibility

7.2.1. CONSULTANT will exercise reasonable skill, care, and diligence in the performance of CONSULTANT'S services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the CONSULTANT fails to meet the foregoing standard, CONSULTANT will perform at its own cost, and without reimbursement from OWNER, the professional services necessary to correct errors and omissions which are caused by CONSULTANT'S failure to comply with above standard, and which are reported to CONSULTANT within one year from the completion of CONSULTANT'S services for the Project.

7.2.2. OWNER'S failure to properly operate and maintain the project shall relieve CONSULTANT of its liability for any damage caused in whole or in part by improper operation or maintenance.

7.2.3 DELETED.

#### 7.2.4 DELETED.

#### 7.3 Cost Opinions and Projections

Cost opinions and projections prepared by CONSULTANT relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on CONSULTANT'S experience, qualifications, and judgment as a design professional. Since CONSULTANT has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, CONSULTANT does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by CONSULTANT.

#### 7.4 Changes

OWNER shall have the right to make changes within the general scope of CONSULTANT'S services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the OWNER and the President or any Vice President of the CONSULTANT.

#### 7.5 Suspension of Services

Should OWNER fail to fulfill its responsibilities as provided under Section 4 to the extent that CONSULTANT is unduly hindered in CONSULTANT'S services or if OWNER fails to make any payment to CONSULTANT on account of CONSULTANT'S services and expenses within 90 days after receipt of CONSULTANT'S bill therefor, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this AGREEMENT until OWNER has satisfied OWNER'S obligations under this AGREEMENT.

#### 7.6 Termination

7.6.1. Reference Section 7.21 Federal Contract Provision per the FAA Airport Improvement Program.

#### 7.7 Delays

In the event the services of the CONSULTANT are suspended or delayed by the OWNER, the CONSULTANT shall be entitled to additional compensation for reasonable costs incurred by the CONSULTANT in temporarily closing down or delaying the Project and reassigning Project staff (including, but not limited to, unavoidable down time and any termination expenses incurred where reassignment is not reasonably possible) and in organizing Project files, records, and work in progress for suspension and later resumption of the CONSULTANT'S services.

#### 7.8 Legal Fees and Expenses

In the event that a dispute should arise relating to the performance of the services to be provided and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorneys' fees, and other related expenses.

#### 7.9 Rights and Benefits

CONSULTANT'S services will be performed solely for the benefit of the OWNER and not for the benefit of any other persons or entities.

#### 7.10 Dispute Resolution

7.10.1 Scope of Section: The procedures of this Section 7.10 and its subparts shall apply to any and all disputes between OWNER and CONSULTANT (including disputes involving an officer, director or employee of either party) which arise from, or in any way are related to, this AGREEMENT, including, but

not limited to the interpretation of this AGREEMENT, the enforcement of its terms, any acts, errors, or omissions of OWNER or CONSULTANT in the performance of this AGREEMENT, whether in contract or in tort, and disputes concerning payment.

7.10.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate and, if necessary, mediate their disputes as set forth in this Paragraph. If timely Notice is given under Paragraph 7.10.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.10.3, 7.10.4, and 7.10.5 have been complied with.

7.10.3 Notice of Dispute

7.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.10.3.2 For disputes arising after the making of final payment, OWNER shall give CONSULTANT written Notice at the address listed in Paragraph 7.18 within ninety (90) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this AGREEMENT that authorize the relief requested.

7.10.4 Negotiation: Within seven (7) days of receipt of the Notice, the Project Managers for the OWNER and CONSULTANT shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level within twenty-one (21) days after Notice then, upon written request of either side, the matter shall be referred to the Division President of the CONSULTANT and the following executive officer of OWNER, City Manager. These officers shall meet at the Project Site or such other location as is agreed upon within thirty (30) days of the written request to resolve the dispute.

7.10.5 Mediation: If the OWNER'S and CONSULTANT'S said officers are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint one upon request. Any administrative or mediator's fees shall be split equally between the parties. The mediation shall take place in Montgomery County, Kansas unless the parties mutually agree on another location.

7.10.6 Arbitration:

7.10.6.1 DELETED.

7.10.6.2 DELETED.

7.10.6.3 DELETED.

7.10.6.4 DELETED.

7.10.6.5 Any legal action necessary to compel, confirm, vacate, enforce, modify or otherwise affect the mediation shall be filed in State District Court in Montgomery County, Kansas and each party expressly consents to jurisdiction therein.

7.10.7 DELETED.

7.10.8 DELETED.

7.11 The OWNER represents that it has sufficient funds or the means of obtaining funds to remit payment to the CONSULTANT for services rendered by the CONSULTANT.

#### 7.12 Publications

Recognizing the importance of professional development on the part of CONSULTANT'S employees and the importance of CONSULTANT'S public relations, CONSULTANT may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to CONSULTANT'S services for the Project. Such publications will be provided to OWNER in draft form for OWNER'S advance review. OWNER shall review such drafts promptly and provide OWNER'S comments to CONSULTANT. OWNER may require deletion of proprietary data or confidential information from such publications, but otherwise OWNER will not unreasonably withhold approval. The cost of CONSULTANT'S activities pertaining to any such publication shall be for CONSULTANT'S account.

#### 7.13 Indemnification for Pollution Related Claims

For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work, OWNER agrees to release, defend, indemnify, and hold harmless CONSULTANT and its officers, directors, employees, agents, and consultants and from all liability, claims, demands, damages, losses, and expenses, direct, indirect or consequential, including, but not limited to, claims of OWNER and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs arising out of the performance of this AGREEMENT. This indemnification provision extends to claims against CONSULTANT which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant, or arising out of or resulting from asbestos abatement work.

#### 7.14 Indemnification

7.14.1 Except for those projects identified in Section 7.13, and subject to the provisions of Sections 4 and 8 of this Agreement, CONSULTANT agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of CONSULTANT, its officers, directors, shareholders, employees, agents, and consultants, and any of them. Nothing in this Agreement shall require CONSULTANT to provide a defense of the OWNER against any claim, suit or complaint.

7.14.2 OWNER agrees to indemnify CONSULTANT for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, shareholders, Contractors, employees, agents, and consultants, and any of them.

7.14.3 OWNER agrees that it will require all construction Contractors to indemnify, defend, and hold harmless OWNER and CONSULTANT from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, subcontractors, and suppliers.

7.14.4 If the services under a Task Order involve construction, and CONSULTANT does not provide services during construction including, but not limited to, on-site observation, site visits, submittals review, and design clarifications, OWNER agrees to indemnify and hold harmless CONSULTANT from or against any liability arising from the Project or this AGREEMENT.

#### 7.15 Computer Models

CONSULTANT may use or modify CONSULTANT'S proprietary computer models in service of OWNER under this AGREEMENT, or CONSULTANT may develop computer models during CONSULTANT'S service to OWNER under this AGREEMENT. Such use, modification, or development by CONSULTANT does not constitute a license to OWNER to use or modify CONSULTANT'S computer models. Said proprietary computer models shall remain the sole property of the CONSULTANT. OWNER and

CONSULTANT will enter into a separate license agreement if OWNER wishes to use CONSULTANT'S computer models.

#### 7.16 Reuse of Documents

All documents including Contract Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT'S independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project, and CONSULTANT shall have the ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT'S independent professional associates or consultants, and OWNER shall indemnify and hold harmless CONSULTANT and CONSULTANT'S independent professional associates and consultants from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT.

#### 7.17 Electronic Media

Any electronic media (computer disks, tapes, and similar items) furnished with respect to CONSULTANT'S services are for OWNER'S information and convenience only. Such media are not to be considered part of CONSULTANT'S instruments of service. (Due to the potential that information contained in electronic media can be modified by OWNER or others, CONSULTANT, at its option, may remove all indicia of CONSULTANT'S ownership and involvement from each electronic display.)

CONSULTANT shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or incidental or consequential damage. OWNER shall assume all risk and release, indemnify, and hold harmless CONSULTANT, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that OWNER or others may have or which may arise in the future respecting use of the electronic media.

If there is a discrepancy between the electronic media files and the signed and sealed hard copies, the hard copies shall govern.

#### 7.18 Notices

Any Notice required under this AGREEMENT will be in writing, addressed to the appropriate party at the following addresses:

OWNER'S address:

The City of Coffeyville, Kansas  
c/o Mr. Thomas Osborn, Superintendent of Engineering  
7<sup>th</sup> & Walnut  
P.O. Box 1629  
Coffeyville, Kansas 67337

CONSULTANT'S address:

Burns & McDonnell Engineering Company, Inc.  
c/o David G. Hadel, P.E.  
9400 Ward Parkway  
Kansas City, Missouri 64114

7.19 Successor and Assigns

OWNER and CONSULTANT each binds itself and its successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither OWNER nor CONSULTANT shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

7.20 Controlling Law

This AGREEMENT shall be subject to, interpreted, and enforced according to the laws of the State of Kansas without regard to any conflicts of law provisions.

7.21 Federal Contract Provisions per the Federal Aviation Administration (FAA) Airport Improvement Program. Reference **Exhibit B** as attached herein. The term "SPONSOR" shall apply to OWNER.

7.22 Entire Agreement

This AGREEMENT represents the entire AGREEMENT between the CONSULTANT and OWNER relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to CONSULTANT'S services described herein are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event OWNER issues to CONSULTANT a purchase order, no preprinted terms thereon shall become a part of this AGREEMENT. Said purchase order document, whether or not signed by CONSULTANT, shall be considered as a document for the OWNER'S internal management of its operations.

**SECTION 8 – LIMITATION OF LIABILITY**

8.1 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of CONSULTANT, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the sum of Five Hundred Thousand Dollars (\$500,000), for the duration of this Agreement. The parties agree that specific consideration has been given by the CONSULTANT for this limitation and that it is deemed adequate.

8.2 In no event will CONSULTANT be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT as of the day and year first above written.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION  
PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

**OWNER: City of Coffeyville, Kansas**

**CONSULTANT: Burns & McDonnell  
Engineering Company, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Chris Williams

Name: David G. Hadel, P.E.

Title: Mayor

Title: Manager, Aviation Services

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Thomas Osborn

Name: Kerry J. Adams, P.E.

Title: Superintendent of Engineering

Title: Project Manager

**ATTEST:**

By: \_\_\_\_\_

Name: Cindy Price

Title: City Clerk

**END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**EXHIBIT A  
EXAMPLE  
AUTHORIZATION NO. \_\_\_\_\_**

PROFESSIONAL ENGINEERING SERVICES  
FOR  
"INSERT PROJECT NAME"  
AT COFFEYVILLE MUNICIPAL AIRPORT

**Project No. \_\_\_\_\_**

In accordance with SECTION 1 – AUTHORIZATION OF SERVICES of the Agreement for Professional Engineering Services (the "AGREEMENT"), dated \_\_\_\_\_, by and between THE CITY OF COFFEYVILLE (OWNER) and BURNS & McDONNELL ENGINEERING COMPANY, INC. (CONSULTANT), the following Airport Improvement Project ("AIP") authorization is hereby given and mutually agreed upon:

- A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:**
- B. DESCRIPTION OF SERVICES TO BE PERFORMED:**
- C. METHOD OF COMPENSATION:**
- D. AMOUNT OF COMPENSATION:**
- E. ESTIMATED TIME OF COMPLETION:**
- F. ENGINEER'S NOTICE TO PROCEED DATE:**

IN WITNESS WHEREOF, the parties herto have caused this Authorization to be executed in four (4) counterparts by their duly authorized representatives and made effective the day and year first written above.

-----oooOooo-----

**OWNER: City of Coffeyville, Kansas**

**CONSULTANT: Burns & McDonnell  
Engineering Company, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Chris Williams

Name: David G. Hadel, P.E.

Title: Mayor

Title: Manager, Aviation Services

By: \_\_\_\_\_

Name: Thomas Osborn

Title: Superintendent of Engineering

**ATTEST:**

By: \_\_\_\_\_

Name: Cindy Price

Title: City Clerk

**END OF AUTHORIZATION**

**EXHIBIT B**

**Federal Provisions**

**Federal Aviation Administration (FAA), Airport Improvement Program**

## FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "BIDDER", AND "OFFEROR" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E). ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR" SHALL PERTAIN TO ANY AND ALL SUBCONSULTANTS UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING THE CONTRACT WITH THE A/E.

### ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.326, 2 CFR § 200.333

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

## CIVIL RIGHTS – TITLE VI ASSURANCES

### 1) Title VI Solicitation Notice

Reference: Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### 2) Title VI Clauses for Compliance with Nondiscrimination Requirements

Reference: Appendix A of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - ii. Cancelling, terminating, or suspending a contract, in whole or in part.
- f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### 3) **Title VI List of Pertinent Nondiscrimination Authorities**

Reference: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **DISADVANTAGED BUSINESS ENTERPRISE**

Reference: 49 CFR part 26

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

Reference: 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an 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, an officer or employee of Congress, or an employee of 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.

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.

## **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **RIGHT TO INVENTIONS**

Reference: 2 CFR § 200 Appendix II(F)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

## **TRADE RESTRICTION CLAUSE**

Reference: 49 CFR part 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c) has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## **TEXTING WHEN DRIVING**

(References: Executive Order 13513, and DOT Order 3902.10)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA

encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The contractor must include these policies in each third party subcontract involved on this project.

#### **VETERAN'S PREFERENCE**

Reference: 49 USC § 47112(c)

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000**

### **TERMINATION OF CONTRACT**

Reference: 2 CFR § 200 Appendix II(B)

- a) The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b) If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c) If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d) If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e) The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000**

### **DEBARMENT AND SUSPENSION (NON-PROCUREMENT)**

References: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

#### ***CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR)***

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### ***CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)***

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <https://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

## **PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000**

### **BREACH OF CONTRACT TERMS**

Reference 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **CLEAN AIR AND WATER POLLUTION CONTROL**

References: 49 CFR § 18.36(i)(12) and 2 CFR § 200 Appendix II(G)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

Reference: 2 CFR § 200 Appendix II (E)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

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 <p style="text-align: center;"><b>CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM</b></p>	
<b>MEETING DATE</b>	December 13, 2016
<b>RESOLUTION OR ORDINANCE NUMBER</b>	R-16-150
<b>AGENDA TITLE</b>	<b>A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH SEGA, INC. FOR AIR COMPLIANCE REPORTING SERVICES</b>
<b>REQUESTING DEPARTMENT</b>	Electric Utility - Generation
<b>PRESENTER</b>	Michael Shook
<b>FISCAL INFORMATION</b>	Cost as recommended: \$22,000
	Budget Line Item: 800-5-030-478
	Balance Available
	New Appropriation Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>PURPOSE</b>	Authorizes the Mayor to execute an agreement with SEGA, Inc. for Engineering Services
<b>BACKGROUND</b>	Sega has been providing engineering services to assist staff with both the KDHE and EPA Clean Air Act Compliance Programs for the Electric Utility. Sega provides two Environmental Engineers to assist in evaluating and directing the compliance program for the Utility, including all quarterly and semiannual reporting efforts, renewal permitting process, as well as any new or pending regulation changes for the years 2017 - 2018.
<b>SPECIAL NOTES</b>	NA
<b>ANALYSIS</b>	NA

<b>PUBLIC INFORMATION PROCESS</b>	NA
<b>BOARD OR COMMISSION RECOMMENDATION</b>	NA
<b>STAFF RECOMMENDATION</b>	Staff recommends the Mayor be authorized to execute a Professional Services Agreement with Sega, Inc. for Air Compliance Reporting Services for the Electric Utility.
<b>REFERENCE DOCUMENTS ATTACHED</b>	Proposed Engineering Services Agreement (SEGA Task Authorization # 18)

**RESOLUTION NO. R-16-150**

**A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH SEGA INC. TO PROVIDE AIR COMPLIANCE REPORTING ASSISTANCE TO THE CITY OF COFFEYVILLE ELECTRIC UTILITY FOR FY 2017.**

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Finance Director be and is hereby authorized and directed to execute an Engineering Services Agreement with Sega, Inc. in the amount not to exceed \$22,000.00 to provide Air Compliance Reporting assistance to the City of Coffeyville Electric Utility for FY 2017.

ADOPTED THIS 13<sup>th</sup> DAY OF DECEMBER 2016.

\_\_\_\_\_  
Christopher V. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Paul Kritz, City Attorney



December 7, 2016

City of Coffeyville, Kansas  
PO Box 1629  
Coffeyville, KS 67337

Attention: Mr. Mike Shook

Re: City of Coffeyville  
Air Quality Compliance Reporting Services  
Proposal No. 306Q-16441

SUBJECT: TASK AUTHORIZATION

Dear Mr. Shook:

Sega Inc. (Sega) is pleased to submit Task Authorization No. 18 for City of Coffeyville.

This task authorization is based on our understanding of the scope of work as discussed and our current General Services Agreement.

Sega appreciates the opportunity to submit this task authorization and we look forward to continuing to support City of Coffeyville on this project. Please sign and return a copy of Task Authorization No. 18 to move forward with this project.

Sincerely,

SEGA INC.

  
Brian Petermann, P.E.

BAP/slf

Enc. 2

c: Jeff Arroyo

CITY OF COFFEYVILLE, KANSAS (Client)  
and  
SEGA INC. (Engineer)

Task Authorization No. 18

Air Quality Compliance Reporting Services

This Task Authorization is proposed in accordance with the GENERAL SERVICES AGREEMENT between CITY OF COFFEYVILLE and SEGA INC. which has an effective date of June 28, 2006. This is a renewal of Task Authorization No. 17 executed January 12, 2016.

1. Project Description – The Client must perform certain monitoring, recordkeeping, reporting, and other compliance activities as required in the Municipal Power Plants' Operating Permit, federal Acid Rain program, and applicable air quality regulations (both federal and state) for both the original plant and new Generating Facility No. 2. These activities include, but are not limited to, periodic Operating Permit renewals, quarterly emission data reports to the EPA, annual air emission inventory reports to the KDHE, annual compliance certification to the KDHE, semi-annual reports to the KDHE, and annual greenhouse gas (GHG) emissions reporting to US EPA (if applicable). Activities also include responding to periodic inspections by KDHE staff and providing Power Plant management with general compliance strategy consulting services on an as-requested basis.
2. Scope of Services – Engineer will provide the following engineering services in support of the project:

2.1 Facility No. 2 Air Quality Compliance Reporting Procedures

- a. Site trip to Client's Generating Facility No. 2 to discuss project and gather required information on the new facility. This trip will also be used to verify that Client is keeping all required records. This trip will be made by two engineer staff members assuming one day for travel and on-site services.
- b. Develop compliance manual that includes all compliance recordkeeping and reporting requirements for the new facility including requirements from the construction permit (C-12811), Class II operating permit (issued July 27, 2016), NSPS Subpart JJJJ, and the greenhouse gas reporting rule. This document will also include a compliance submittal schedule similar to what was developed for the existing facility that includes a list of all submittals and when they have to be submitted.
- c. Develop required tracking spreadsheets or forms that are needed for compliance. The current permits require Client to track the number and length of startups and shutdowns and the total operating hours for each engine. The engine software tracks number of startups. Engineer will develop tracking spreadsheets for the other requirements.

## 2.2 Facility No. 2 Tracking Check, Annual Emission Inventory, and GHG Reporting Assistance

- a. Site trip to Client's Generating Facility No. 2 to review the compliance tracking status and results thus far. Make comments to improve or correct the procedure. This trip will also be used to verify that Client is keeping all required records. This trip will be made by two engineer staff members assuming one day for travel and on-site services.
- b. Site trip to Client Facilities in early 2017 to assist Coffeyville with its preparation of the 2016 annual emissions inventory which will include emissions from Generating Facility No. 2 for the first time. During the trip Engineer will also assist Client in its preparation and submittal of the annual GHG reporting which will include emissions from the new Generating Facility No. 2. This trip will be made by two engineer staff members assuming one day for travel and on-site services.

## 2.3 On-Going Air Quality Compliance Support Services (Both Plants)

- a. Visit the plant site (if requested) to obtain the necessary information and data required to review and provide input to the periodic air quality compliance reports.
- b. The following periodic air quality compliance reports required for the Client's emission units will be prepared by the Client. If requested, Engineer will assist the Client's staff by reviewing these reports and providing input as appropriate.
  - 1) Quarterly emission monitoring reports (required by the Operating Permits).
  - 2) Semi-annual reports (required by the Operating Permits).
  - 3) Annual Compliance Certification (required by the Operating Permits).
  - 4) Annual Emission Inventory (required by the KDHE).
  - 5) Quarterly Emission Data Report for Unit 4 (required by the Acid Rain Program).
  - 6) Annual Certification for Unit 4 (required by the Acid Rain Program).
- c. Engineer will provide to the Client's staff the following compliance-related advisory services, on an "as requested" basis.
  - 1) Make a visit to the plant to assess the functional status of the StackVision/CEMS compliance monitoring system and discuss the general plant compliance status with Client's staff.

- 2) Assist the Client's staff to determine if and when CEMS testing (RATA) is required.
  - 3) Assist Client's staff in responding to periodic KDHE staff inspections by obtaining requested reports from StackVision and assisting in understanding compliance requirements and required reporting.
  - 4) Assist Client's staff in troubleshooting general CEMS issues. This service does not include assistance with CEMS hardware (analyzers, probes, sample lines, sample conditioning, electronics, and calibration system).
  - 5) Review and assist the Client in its submittal of information to the Acid Rain program software.
  - 6) Assist the Client in determining its compliance requirements under the Cross-State Air Pollution Rule (CSAPR) or its successor, GHG Reporting, and other federal air quality regulatory programs.
  - 7) Assist the Client in the Facilities' Operating Permit 5-year renewal process, including discussion and negotiations with the KDHE, and review of the draft operating permit issued by the KDHE.
3. Staffing – The services will be managed by Brian Petermann, P.E., and performed by Steven Babler and Taylor Dunworth. Other staff may be used to perform these services, as needed.
  4. Schedule – Engineer will initiate this scope upon receipt of an executed Task Authorization, after which these services will be on-going through December 31, 2017. Engineer will continue these services beyond December 31, 2017 upon receipt of a Task Authorization renewal.
  5. Fee – Engineer proposes to conduct this project on a time-and-expense basis using the attached Rate Schedule for Professional Services. The total cost for these services will be dependant on the amount of effort required on a monthly basis to assist the Client's staff. This will, at times, include troubleshooting the existing StackVision emissions data collection and reporting system. The cost will also depend on the amount of on-site effort necessary to ensure the complete and accurate compilation of the operational and emissions data required for the various compliance reports.

Engineer estimates the following fees for the scope items specified above:

2.1	Facility No. 2 Air Quality Compliance Reporting Procedures	\$9,000
2.1	Facility No. 2 Tracking Check, Annual Inventory, and GHG Reporting	\$6,000
2.3	On-Going Air Quality Compliance Support Services (Both Plants)	<u>\$7,000</u>
	Total:	\$22,000

Scope Items 2.1 and 2.2 are one-time only services to initiate Client's compliance tracking system/process, and will not be needed in future year's on-going compliance services. Item 2.3 are the same as has been provided annually in the past (except now for both plants) and will continue for this next 2017 annual period.

If additional effort is required which drives the total cost over \$22,000, then engineer will notify the Client and submit a change order to request additional funding for the required effort.

6. Clarification of Responsibility – The reports and certifications which Sega will be reviewing and providing input on will be submitted by The City’s “Responsible Official” as defined by the KDHE regulations, and by the City’s “Designated Representative” as defined by the federal Acid Rain Program rules. Sega is in no way assuming the role of “Responsible Official” or “Designated Representative” in assisting and providing input to these reports and certifications for the City’s use in submitting to the appropriate agencies. In accordance with Article 6 (Standard of Care) of the general services agreement dated June 28, 2006 between the City of Coffeyville and Sega, Inc., no warranty, expressed or implied, is included in this Scope of Services and the City maintains responsibility for the reports and certifications submitted to the KDHE and EPA and for on-going compliance with applicable air quality regulations.

CITY OF COFFEYVILLE, KANSAS

SEGA INC.

Signed \_\_\_\_\_

Signed  \_\_\_\_\_

Name \_\_\_\_\_

Name Jeff Arroyo

Title \_\_\_\_\_

Title Vice President

Date \_\_\_\_\_

Date December 7, 2016



## RATE SCHEDULE FOR PROFESSIONAL SERVICES

### ENGINEERING SERVICES

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Project Manager / Principal Engineer .....	\$ 206.00/hr.
Project Engineer / Associate Engineer .....	\$ 196.00/hr.
Senior Engineer / Senior Specialist .....	\$ 174.00/hr.
Staff Engineer / Staff Specialist .....	\$ 157.00/hr.
Engineer / Specialist .....	\$ 134.00/hr.
Assistant Engineer / Assistant Specialist .....	\$ 124.00/hr.

### TECHNICAL AND SUPPORT SERVICES

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Senior Engineering Assistant.....	\$ 124.00/hr.
Engineering Assistant.....	\$ 103.00/hr.
Senior Drafting Technician.....	\$ 84.00/hr.
Drafting Technician .....	\$ 72.00/hr.
Engineering Secretary / Engineering Aide .....	\$ 56.00/hr.
Technical Documentation .....	\$ 46.00/hr.

### FIELD SERVICES

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Premium applied to all above rates for long-term field assignments (includes construction management, oversight, and outage work) .....	\$ 10.00/hr.
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### PROJECT-RELATED EXPENSES

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1. Approved outside special consultants are billed at actual cost plus 10 percent.
2. Travel and living expenses are billed at actual cost plus 10 percent, except for personal automobile mileage that is billed according to the IRS guideline.
3. Reproduction costs such as printing, copying, and binding are billed at commercial rates.
4. Shipping charges are billed at cost.
5. Equipment, material, and subcontracted construction are billed at cost plus 10 percent.
6. Daily travel and living expenses incurred during long duration on-site work may be consolidated into a mutually agreeable per-diem charge.
7. Site office facilities and equipment are billed at actual cost plus 10 percent.

Effective through December 31, 2017

 <p style="text-align: center;"><b>CITY OF COFFEYVILLE</b> <b>BOARD OF COMMISSIONERS AGENDA ITEM</b></p>	
<b>MEETING DATE</b>	December 13, 2016
<b>RESOLUTION OR ORDINANCE NUMBER</b>	R-16-151
<b>AGENDA TITLE</b>	<b>Nebraska (Boiler #5) Tube Repair, Inner Wall &amp; Expansion Joint Replacement</b>
<b>REQUESTING DEPARTMENT</b>	Electric
<b>PRESENTER</b>	Michael Shook
<b>FISCAL INFORMATION</b>	Cost as recommended: \$ 187,719.55
	Budget Line Item: 810-5-030-620
	Balance Available
	New Appropriation Required: <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>PURPOSE</b>	Approve the issuance of a purchase order to AMI / Locke Equipment for repairs to Boiler #5.
<b>BACKGROUND</b>	<p>Wednesday September 21 at 4:05 pm, Boiler #5 experienced a tube rupture which resulted in pressurizing the space between the tube wall and outer casing resulting in extensive damage to the outer casing, expansion joints and the inner wall of the superheated tube section.</p> <p>Repairs have been completed effective 11/18/16 and returned to available status.</p> <p>Staff has filed claim with Chubb Insurance to recover cost of repairs, in relation to original incident and claim filed in 2013. Should this claim not be covered under the original incident, there will be a deductible per policy of \$100,000 per claim. Staff has also included loss of capacity payment as part of this claim.</p>

<b>SPECIAL NOTES</b>	Coffeyville will make payment to AMI / Locke Equipment, and submit all invoices to Chubb Insurance for repayment.
<b>ANALYSIS</b>	
<b>PUBLIC INFORMATION PROCESS</b>	
<b>BOARD OR COMMISSION RECOMMENDATION</b>	
<b>STAFF RECOMMENDATION</b>	Staff recommends the authorization of a purchase order in the amount of \$187,719.55 to AMI/Locke Equipment for repairs to #5 Boiler.
<b>REFERENCE DOCUMENTS ATTACHED</b>	AMI Invoice

**RESOLUTION NO. R-16-151**

**A RESOLUTION TO ISSUE A PURCHASE ORDER TO ASSOCIATED MECHANICAL, INC FOR REPAIRS ON THE NEBRASKA BOILER FOR THE CITY OF COFFEYVILLE ELECTRIC UTILITY.**

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor and Director of Finance be and is hereby authorized to issue a purchase order to Associated Mechanical, Inc. in the amount of \$187,719.55 for the City of Coffeyville Electric Utility.

ADOPTED THIS 13th DAY OF DECEMBER, 2016.

\_\_\_\_\_  
Christopher V. Williams, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Paul Kritz, City Attorney

ASSOCIATED MECHANICAL, INC  
P. O. Box 2448  
Shawnee Mission, KS 66201-2448  
913-815-1108

City of Coffeyville  
ATTN: ACCOUNTS PAYABLE  
102 W. 7th Street  
Coffeyville, KS 67337

INVOICE	
NUMBER	DATE
212400001	11/30/2016

LOCATION:  
616 Spring Street  
Coffeyville, KS 67337

CONTRACT ID: 212400  
SCOPE OF WORK:  
Nebraska Boiler Repairs

PO #: 43634

		<u>Amount</u>
<b>Labor</b>		
Travel & Living		1,972.50
Mob/Demob		6,195.56
Code Piping and Valve Fitting		575.68
Repair Refractory		1,972.50
Replace Membrane Wall Tubes		15,322.34
Expansion Joint		21,669.44
Casing Demo		17,698.96
Casing Install		40,149.69
Boiler Tube Demo		3,043.10
Boiler Tube Install		1,578.00
<b>sub-total</b>		<u><b>110,177.77</b></u>
<b>Other</b>		
Per Diem/Mileage		11,626.40
<b>sub-total</b>		<u><b>11,626.40</b></u>
Material		63,416.19
Equipment		1,999.19
ASME FEE		500.00
<b>sub-total</b>		<u><b>65,915.38</b></u>
<b>Amount due this invoice</b>		<u><u><b>187,719.55</b></u></u>

Associated Mechanical

Labor Report

Job number	Phase Code	Employee	Employee	Date	Pay ID	Union ID	Union Local	Union Class	Union Pay ID	Shf	Hours	Rate	Amount		
<b>Travel &amp; Living Expense</b>															
12400	01-0052-0020	97243	EDWARD J HUNTER	10/12/2016		600	BM	83	J	600	1	2.5	97.06	242.65	
12400	01-0052-0020	22502	NICHOLAS D CASH	10/12/2016		600	BM	83	GF	600	1	2.5	103.32	258.30	
12400	01-0052-0020	8033	IZACK F CLEMONS	10/13/2016		600	BM	83	J	600	1	2.5	97.06	242.65	
12400	01-0052-0020	61779	ROBBIE D TURLEY	10/13/2016		600	BM	83	J	600	1	2.5	97.06	242.65	
12400	01-0052-0020	97243	EDWARD J HUNTER	11/14/2016		600	BM	83	J	600	1	2.5	97.06	242.65	
12400	01-0052-0020	8033	IZACK F CLEMONS	11/18/2016		600	BM	83	J	600	1	2.5	97.06	242.65	
12400	01-0052-0020	22502	NICHOLAS D CASH	11/18/2016		600	BM	83	GF	600	1	2.5	103.32	258.30	
12400	01-0052-0020	61779	ROBBIE D TURLEY	11/18/2016		600	BM	83	J	600	1	2.5	97.06	242.65	
<b>Total</b>											600	1	20	97.06	1,972.50

Mobilization/Demobilization

12400	01-0350-0001	8634	MARK R GRAME	10/7/2016		100				100	1	2	50	100.00	
12400	01-0350-0001	97243	EDWARD J HUNTER	10/12/2016		100	BM	83	J	100	1	4	97.06	388.24	
12400	01-0350-0001	8634	MARK R GRAME	10/12/2016		100				100	1	6	50	300.00	
12400	01-0350-0001	22502	NICHOLAS D CASH	10/12/2016		100	BM	83	GF	100	1	3.5	103.32	361.62	
12400	01-0350-0001	97243	EDWARD J HUNTER	10/12/2016		300	BM	83	J	300	1	2	142.25	284.50	
12400	01-0350-0001	22502	NICHOLAS D CASH	10/12/2016		300	BM	83	GF	300	1	2.5	151.63	379.08	
12400	01-0350-0001	8634	MARK R GRAME	10/18/2016		100				100	1	1	50	50.00	
12400	01-0350-0001	8634	MARK R GRAME	10/20/2016		100				100	1	9	50	450.00	
12400	01-0350-0001	8634	MARK R GRAME	10/21/2016		300				300	1	1	75	75.00	
12400	01-0350-0001	8634	MARK R GRAME	10/28/2016		300				300	1	2	75	150.00	
12400	01-0350-0001	8634	MARK R GRAME	10/31/2016		100				100	1	6	50	300.00	
12400	01-0350-0001	8634	MARK R GRAME	11/4/2016		100				100	1	1	27.6	27.60	
12400	01-0350-0001	8033	IZACK F CLEMONS	11/18/2016		100	BM	83	J	100	1	8	97.06	776.48	
12400	01-0350-0001	8634	MARK R GRAME	11/18/2016		100				100	1	7	50	350.00	
12400	01-0350-0001	22502	NICHOLAS D CASH	11/18/2016		100	BM	83	GF	100	1	8	103.32	826.56	
12400	01-0350-0001	61779	ROBBIE D TURLEY	11/18/2016		100	BM	83	J	100	1	8	97.06	776.48	
12400	01-0350-0001	8634	MARK R GRAME	11/22/2016		100				100	1	8	50	400.00	
12400	01-0350-0001	8634	MARK R GRAME	11/22/2016		100				100	1	4	50	200.00	
<b>Total</b>											100	83	83	50	6,195.56

Code Piping & Valve & Fitting

12400	15-0100-0001	97243	EDWARD J HUNTER	11/7/2016		100	BM	83	J	100	1	3	97.06	291.18	
12400	15-0100-0001	97243	EDWARD J HUNTER	11/7/2016		300	BM	83	J	300	1	2	142.25	284.50	
<b>Total</b>											400	83	5	142.25	575.68

Associated Mechanical

Labor Report

Job number	Phase Code	Employee	Date	Pay ID	Union ID	Union Local	Union Class	Pay ID	Shf	Hours	Rate	Amount	
<b>Repair Refractory</b>													
12400	15-0510-0132	97243 EDWARD J HUNTER	10/25/2016		100 BM		83 J	100		1	5	97.06	485.30
12400	15-0510-0132	8033 IZACK F CLEMONS	10/25/2016		100 BM		83 J	100		1	5	97.06	485.30
12400	15-0510-0132	22502 NICHOLAS D CASH	10/25/2016		100 BM		83 GF	100		1	5	103.32	516.60
12400	15-0510-0132	61779 ROBBIE D TURLEY	10/25/2016		100 BM		83 J	100		1	5	97.06	485.30
<b>Total</b>											<b>20</b>	<b>1,972.50</b>	

Replace Membrane Wall Tubes

12400	60-0010-0231	97243 EDWARD J HUNTER	10/25/2016		100 BM		83 J	100		1	3	97.06	291.18
12400	60-0010-0231	8033 IZACK F CLEMONS	10/25/2016		100 BM		83 J	100		1	3	97.06	291.18
12400	60-0010-0231	22502 NICHOLAS D CASH	10/25/2016		100 BM		83 GF	100		1	3	103.32	309.96
12400	60-0010-0231	61779 ROBBIE D TURLEY	10/25/2016		100 BM		83 J	100		1	3	97.06	291.18
12400	60-0010-0231	97243 EDWARD J HUNTER	10/25/2016		300 BM		83 J	300		1	2	142.25	284.50
12400	60-0010-0231	8033 IZACK F CLEMONS	10/25/2016		300 BM		83 J	300		1	2	142.25	284.50
12400	60-0010-0231	22502 NICHOLAS D CASH	10/25/2016		300 BM		83 GF	300		1	2.5	151.63	379.08
12400	60-0010-0231	61779 ROBBIE D TURLEY	10/25/2016		300 BM		83 J	300		1	2	142.25	284.50
12400	60-0010-0231	97243 EDWARD J HUNTER	10/25/2016		300 BM		83 J	300		1	2	142.25	284.50
12400	60-0010-0231	8033 IZACK F CLEMONS	10/25/2016		100 BM		83 J	100		1	4	97.06	388.24
12400	60-0010-0231	22502 NICHOLAS D CASH	10/26/2016		100 BM		83 J	100		1	8	97.06	776.48
12400	60-0010-0231	61779 ROBBIE D TURLEY	10/26/2016		100 BM		83 GF	100		1	8	103.32	826.56
12400	60-0010-0231	97243 EDWARD J HUNTER	10/26/2016		300 BM		83 J	300		1	2	142.25	284.50
12400	60-0010-0231	8033 IZACK F CLEMONS	10/26/2016		300 BM		83 J	300		1	2	142.25	284.50
12400	60-0010-0231	22502 NICHOLAS D CASH	10/26/2016		300 BM		83 GF	300		1	2.5	151.63	379.08
12400	60-0010-0231	61779 ROBBIE D TURLEY	10/26/2016		300 BM		83 J	300		1	2	142.25	284.50
12400	60-0010-0231	97243 EDWARD J HUNTER	10/27/2016		100 BM		83 J	100		1	8	97.06	776.48
12400	60-0010-0231	8033 IZACK F CLEMONS	10/27/2016		100 BM		83 J	100		1	8	97.06	776.48
12400	60-0010-0231	22502 NICHOLAS D CASH	10/27/2016		100 BM		83 GF	100		1	8	103.32	826.56
12400	60-0010-0231	61779 ROBBIE D TURLEY	10/27/2016		100 BM		83 J	100		1	8	97.06	776.48
12400	60-0010-0231	97243 EDWARD J HUNTER	10/27/2016		300 BM		83 J	300		1	2	142.25	284.50
12400	60-0010-0231	8033 IZACK F CLEMONS	10/27/2016		300 BM		83 J	300		1	2	142.25	284.50
12400	60-0010-0231	22502 NICHOLAS D CASH	10/28/2016		100 BM		83 GF	100		1	2.5	151.63	379.08
12400	60-0010-0231	61779 ROBBIE D TURLEY	10/28/2016		100 BM		83 J	100		1	8	97.06	776.48
12400	60-0010-0231	97243 EDWARD J HUNTER	10/28/2016		300 BM		83 J	300		1	2	142.25	284.50
12400	60-0010-0231	8033 IZACK F CLEMONS	10/28/2016		300 BM		83 J	300		1	2	142.25	284.50
12400	60-0010-0231	22502 NICHOLAS D CASH	10/28/2016		300 BM		83 GF	300		1	2.5	151.63	379.08
12400	60-0010-0231	61779 ROBBIE D TURLEY	10/31/2016		100 BM		83 J	100		1	4	97.06	388.24
12400	60-0010-0231	97243 EDWARD J HUNTER	10/31/2016		100 BM		83 J	100		1	4	97.06	388.24
12400	60-0010-0231	8033 IZACK F CLEMONS	11/3/2016		100 BM		83 GF	100		1	4	103.32	413.28
12400	60-0010-0231	61779 ROBBIE D TURLEY	11/3/2016		300 BM		83 J	300		1	2	142.25	284.50
12400	60-0010-0231	97243 EDWARD J HUNTER	11/3/2016		300 BM		83 J	300		1	2	142.25	284.50
12400	60-0010-0231	8033 IZACK F CLEMONS	11/4/2016		100 BM		83 J	100		1	4	97.06	388.24
12400	60-0010-0231	61779 ROBBIE D TURLEY	11/4/2016		100 BM		83 J	100		1	4	97.06	388.24
12400	60-0010-0231	97243 EDWARD J HUNTER	11/4/2016		300 BM		83 J	300		1	2	142.25	284.50
<b>Total</b>											<b>140</b>	<b>15,322.34</b>	

Associated Mechanical

Labor Report

Job number	Phase Code	Employee	Date	Pay ID	Union ID	Union Local	Union Class	Pay ID	Shif	Hours	Rate	Amount
Expansion Joint												
12400 60-0041-0650		97243 EDWARD J HUNTER	10/18/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0041-0650		61779 ROBBIE D TURLEY	10/18/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0041-0650		97243 EDWARD J HUNTER	10/18/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0041-0650		61779 ROBBIE D TURLEY	10/18/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0041-0650		97243 EDWARD J HUNTER	10/19/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0041-0650		61779 ROBBIE D TURLEY	10/19/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0041-0650		97243 EDWARD J HUNTER	10/19/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0041-0650		61779 ROBBIE D TURLEY	10/19/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0041-0650		97243 EDWARD J HUNTER	10/20/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0041-0650		61779 ROBBIE D TURLEY	10/20/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0041-0650		97243 EDWARD J HUNTER	10/20/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0041-0650		61779 ROBBIE D TURLEY	10/20/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0041-0650		97243 EDWARD J HUNTER	10/21/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0041-0650		61779 ROBBIE D TURLEY	10/21/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0041-0650		97243 EDWARD J HUNTER	10/21/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0041-0650		61779 ROBBIE D TURLEY	10/21/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0041-0650		97243 EDWARD J HUNTER	11/1/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0041-0650		61779 ROBBIE D TURLEY	11/1/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0041-0650		97243 EDWARD J HUNTER	11/1/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0041-0650		61779 ROBBIE D TURLEY	11/1/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0041-0650		22502 NICHOLAS D CASH	11/2/2016		100 BM		83 GF	100	1	8	103.32	826.56
12400 60-0041-0650		61779 ROBBIE D TURLEY	11/2/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0041-0650		22502 NICHOLAS D CASH	11/2/2016		300 BM		83 GF	300	1	2	142.25	284.50
12400 60-0041-0650		61779 ROBBIE D TURLEY	11/2/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0041-0650		8033 IZACK F CLEMONS	11/15/2016		100 BM		83 J	100	1	4	97.06	388.24
12400 60-0041-0650		22502 NICHOLAS D CASH	11/15/2016		100 BM		83 GF	100	1	4	103.32	413.28
12400 60-0041-0650		61779 ROBBIE D TURLEY	11/15/2016		100 BM		83 J	100	1	4	97.06	388.24
12400 60-0041-0650		8033 IZACK F CLEMONS	11/15/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0041-0650		22502 NICHOLAS D CASH	11/15/2016		300 BM		83 GF	300	1	2	151.63	379.08
12400 60-0041-0650		61779 ROBBIE D TURLEY	11/15/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0041-0650		8033 IZACK F CLEMONS	11/15/2016		100 BM		83 J	100	1	4	97.06	388.24
12400 60-0041-0650		22502 NICHOLAS D CASH	11/15/2016		100 BM		83 J	100	1	4	103.32	413.28
12400 60-0041-0650		61779 ROBBIE D TURLEY	11/15/2016		100 BM		83 J	100	1	4	97.06	388.24
12400 60-0041-0650		8033 IZACK F CLEMONS	11/16/2016		100 BM		83 J	100	1	2	142.25	284.50
12400 60-0041-0650		22502 NICHOLAS D CASH	11/16/2016		100 BM		83 GF	100	1	2	142.25	284.50
12400 60-0041-0650		61779 ROBBIE D TURLEY	11/16/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0041-0650		8033 IZACK F CLEMONS	11/16/2016		300 BM		83 J	300	1	2	151.63	379.08
12400 60-0041-0650		22502 NICHOLAS D CASH	11/16/2016		300 BM		83 GF	300	1	2	142.25	284.50
12400 60-0041-0650		61779 ROBBIE D TURLEY	11/17/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0041-0650		8033 IZACK F CLEMONS	11/17/2016		100 BM		83 J	100	1	8	103.32	826.56
12400 60-0041-0650		22502 NICHOLAS D CASH	11/17/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0041-0650		61779 ROBBIE D TURLEY	11/17/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0041-0650		8033 IZACK F CLEMONS	11/17/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0041-0650		22502 NICHOLAS D CASH	11/17/2016		300 BM		83 GF	300	1	2	151.63	379.08
12400 60-0041-0650		61779 ROBBIE D TURLEY	11/17/2016		300 BM		83 J	300	1	2	142.25	284.50
Total											200	21,659.44

Associated Mechanical

Labor Report

Job number	Phase Code	Employee	Date	Pay ID	Union ID	Union Local	Union Class	Pay ID	Sht	Hours	Rate	Amount
<b>Casting Demo</b>												
12400	60-0100-0010	97243 EDWARD J HUNTER	10/13/2016	100	BM		83 J	100	1	8	97.06	776.48
12400	60-0100-0010	8033 IZACK F CLEMONS	10/13/2016	100	BM		83 J	100	1	8	97.06	776.48
12400	60-0100-0010	22502 NICHOLAS D CASH	10/13/2016	100	BM		83 GF	100	1	8	103.32	826.56
12400	60-0100-0010	61779 ROBBIE D TURELY	10/13/2016	100	BM		83 J	100	1	8	97.06	776.48
12400	60-0100-0010	97243 EDWARD J HUNTER	10/13/2016	300	BM		83 J	300	1	2	142.25	284.50
12400	60-0100-0010	8033 IZACK F CLEMONS	10/13/2016	300	BM		83 J	300	1	2	142.25	284.50
12400	60-0100-0010	22502 NICHOLAS D CASH	10/13/2016	300	BM		83 GF	300	1	2	151.63	379.08
12400	60-0100-0010	61779 ROBBIE D TURELY	10/13/2016	300	BM		83 J	300	1	2	142.25	284.50
12400	60-0100-0010	97243 EDWARD J HUNTER	10/14/2016	100	BM		83 J	100	1	8	97.06	776.48
12400	60-0100-0010	8033 IZACK F CLEMONS	10/14/2016	100	BM		83 GF	100	1	8	103.32	826.56
12400	60-0100-0010	22502 NICHOLAS D CASH	10/14/2016	100	BM		83 J	100	1	8	97.06	776.48
12400	60-0100-0010	61779 ROBBIE D TURELY	10/14/2016	100	BM		83 J	100	1	8	97.06	776.48
12400	60-0100-0010	97243 EDWARD J HUNTER	10/14/2016	300	BM		83 J	300	1	2	142.25	284.50
12400	60-0100-0010	8033 IZACK F CLEMONS	10/14/2016	300	BM		83 J	300	1	2	142.25	284.50
12400	60-0100-0010	22502 NICHOLAS D CASH	10/14/2016	300	BM		83 GF	300	1	2	151.63	379.08
12400	60-0100-0010	61779 ROBBIE D TURELY	10/14/2016	300	BM		83 J	300	1	2	142.25	284.50
12400	60-0100-0010	97243 EDWARD J HUNTER	10/17/2016	100	BM		83 J	100	1	8	97.06	776.48
12400	60-0100-0010	8033 IZACK F CLEMONS	10/17/2016	100	BM		83 J	100	1	8	97.06	776.48
12400	60-0100-0010	22502 NICHOLAS D CASH	10/18/2016	100	BM		83 GF	100	1	8	103.32	826.56
12400	60-0100-0010	61779 ROBBIE D TURELY	10/18/2016	100	BM		83 J	100	1	8	97.06	776.48
12400	60-0100-0010	97243 EDWARD J HUNTER	10/18/2016	300	BM		83 J	300	1	2	142.25	284.50
12400	60-0100-0010	8033 IZACK F CLEMONS	10/18/2016	300	BM		83 J	300	1	2	142.25	284.50
12400	60-0100-0010	22502 NICHOLAS D CASH	10/18/2016	300	BM		83 GF	300	1	2	151.63	379.08
12400	60-0100-0010	61779 ROBBIE D TURELY	10/19/2016	100	BM		83 J	100	1	8	97.06	776.48
12400	60-0100-0010	8033 IZACK F CLEMONS	10/19/2016	100	BM		83 GF	100	1	8	103.32	826.56
12400	60-0100-0010	22502 NICHOLAS D CASH	10/19/2016	300	BM		83 J	300	1	2	142.25	284.50
12400	60-0100-0010	61779 ROBBIE D TURELY	10/19/2016	300	BM		83 J	300	1	2	142.25	284.50
12400	60-0100-0010	97243 EDWARD J HUNTER	10/20/2016	100	BM		83 J	100	1	8	97.06	776.48
12400	60-0100-0010	8033 IZACK F CLEMONS	10/20/2016	100	BM		83 GF	100	1	8	103.32	826.56
12400	60-0100-0010	22502 NICHOLAS D CASH	10/20/2016	300	BM		83 J	300	1	2	142.25	284.50
12400	60-0100-0010	61779 ROBBIE D TURELY	10/20/2016	300	BM		83 GF	300	1	2	151.63	379.08
<b>Total</b>											<b>162.5</b>	<b>17,698.96</b>

Casting Install

12400	60-0100-0011	8033 IZACK F CLEMONS	10/21/2016	100	BM		83 J	100	1	8	97.06	776.48
12400	60-0100-0011	22502 NICHOLAS D CASH	10/21/2016	100	BM		83 GF	100	1	8	103.32	826.56
12400	60-0100-0011	8033 IZACK F CLEMONS	10/21/2016	300	BM		83 J	300	1	2	142.25	284.50
12400	60-0100-0011	22502 NICHOLAS D CASH	10/21/2016	300	BM		83 GF	300	1	2	151.63	379.08
12400	60-0100-0011	97243 EDWARD J HUNTER	10/24/2016	100	BM		83 J	100	1	8	97.06	776.48
12400	60-0100-0011	8033 IZACK F CLEMONS	10/24/2016	100	BM		83 J	100	1	8	97.06	776.48
12400	60-0100-0011	22502 NICHOLAS D CASH	10/24/2016	100	BM		83 GF	100	1	8	103.32	826.56

Associated Mechanical

Labor Report

Job number	Phase Code	Employee	Date	Pay ID	Union ID	Union Local	Union Class	Pay ID	Shift	Hours	Rate	Amount
12400 60-0100-0011		61779 ROBBIE D TURLEY	10/24/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0100-0011		97243 EDWARD J HUNTER	10/24/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0100-0011		8033 IZACK F CLEMONS	10/24/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0100-0011		22502 NICHOLAS D CASH	10/24/2016		300 BM		83 GF	300	1	2.5	151.63	379.08
12400 60-0100-0011		61779 ROBBIE D TURLEY	10/24/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0100-0011		97243 EDWARD J HUNTER	10/31/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0100-0011		8033 IZACK F CLEMONS	10/31/2016		100 BM		83 J	100	1	4	97.06	388.24
12400 60-0100-0011		22502 NICHOLAS D CASH	10/31/2016		100 BM		83 GF	100	1	8	103.32	826.56
12400 60-0100-0011		61779 ROBBIE D TURLEY	10/31/2016		100 BM		83 J	100	1	4	97.06	388.24
12400 60-0100-0011		97243 EDWARD J HUNTER	10/31/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0100-0011		8033 IZACK F CLEMONS	10/31/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0100-0011		22502 NICHOLAS D CASH	10/31/2016		300 BM		83 GF	300	1	2.5	151.63	379.08
12400 60-0100-0011		61779 ROBBIE D TURLEY	10/31/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0100-0011		8033 IZACK F CLEMONS	11/1/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0100-0011		22502 NICHOLAS D CASH	11/1/2016		100 BM		83 GF	100	1	8	103.32	826.56
12400 60-0100-0011		8033 IZACK F CLEMONS	11/1/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0100-0011		22502 NICHOLAS D CASH	11/1/2016		300 BM		83 GF	300	1	2.5	151.63	379.08
12400 60-0100-0011		97243 EDWARD J HUNTER	11/2/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0100-0011		8033 IZACK F CLEMONS	11/2/2016		100 BM		83 J	100	1	4	97.06	388.24
12400 60-0100-0011		97243 EDWARD J HUNTER	11/2/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0100-0011		8033 IZACK F CLEMONS	11/2/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0100-0011		22502 NICHOLAS D CASH	11/3/2016		300 BM		83 GF	300	1	2.5	151.63	379.08
12400 60-0100-0011		97243 EDWARD J HUNTER	11/3/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0100-0011		8033 IZACK F CLEMONS	11/3/2016		100 BM		83 J	100	1	4	97.06	388.24
12400 60-0100-0011		97243 EDWARD J HUNTER	11/3/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0100-0011		8033 IZACK F CLEMONS	11/3/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0100-0011		22502 NICHOLAS D CASH	11/3/2016		300 BM		83 GF	300	1	2.5	151.63	379.08
12400 60-0100-0011		61779 ROBBIE D TURLEY	11/3/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0100-0011		97243 EDWARD J HUNTER	11/4/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0100-0011		8033 IZACK F CLEMONS	11/4/2016		100 BM		83 J	100	1	4	97.06	388.24
12400 60-0100-0011		22502 NICHOLAS D CASH	11/4/2016		100 BM		83 GF	100	1	8	103.32	826.56
12400 60-0100-0011		97243 EDWARD J HUNTER	11/4/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0100-0011		8033 IZACK F CLEMONS	11/4/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0100-0011		22502 NICHOLAS D CASH	11/4/2016		300 BM		83 GF	300	1	2.5	151.63	379.08
12400 60-0100-0011		97243 EDWARD J HUNTER	11/7/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0100-0011		8033 IZACK F CLEMONS	11/7/2016		100 BM		83 J	100	1	4	97.06	388.24
12400 60-0100-0011		22502 NICHOLAS D CASH	11/7/2016		100 BM		83 GF	100	1	8	103.32	826.56
12400 60-0100-0011		61779 ROBBIE D TURLEY	11/7/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0100-0011		8033 IZACK F CLEMONS	11/7/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0100-0011		22502 NICHOLAS D CASH	11/7/2016		300 BM		83 GF	300	1	2.5	151.63	379.08
12400 60-0100-0011		61779 ROBBIE D TURLEY	11/7/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0100-0011		97243 EDWARD J HUNTER	11/8/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0100-0011		8033 IZACK F CLEMONS	11/8/2016		100 BM		83 J	100	1	4	97.06	388.24
12400 60-0100-0011		22502 NICHOLAS D CASH	11/8/2016		100 BM		83 GF	100	1	8	103.32	826.56
12400 60-0100-0011		61779 ROBBIE D TURLEY	11/8/2016		100 BM		83 J	100	1	8	97.06	776.48
12400 60-0100-0011		97243 EDWARD J HUNTER	11/8/2016		300 BM		83 J	300	1	2	142.25	284.50
12400 60-0100-0011		8033 IZACK F CLEMONS	11/8/2016		300 BM		83 J	300	1	2	142.25	284.50

Associated Mechanical

Labor Report

Job number	Phase Code	Employee	Date	Pay ID	Union ID	Union Local	Union Class	Pay ID	Sht	Hours	Rate	Amount
<b>Casing Install</b>												
12400	60-0100-0011	22502 NICHOLAS D CASH	11/8/2016	300 BM			83 GF	300	1	2.5	151.63	379.08
12400	60-0100-0011	61779 ROBBIE D TURLEY	11/8/2016	300 BM			83 J	300	1	2	142.25	284.50
12400	60-0100-0011	97243 EDWARD J HUNTER	11/9/2016	100 BM			83 J	100	1	8	97.06	776.48
12400	60-0100-0011	8033 IZACK F CLEMONS	11/9/2016	100 BM			83 J	100	1	8	97.06	776.48
12400	60-0100-0011	22502 NICHOLAS D CASH	11/9/2016	100 BM			83 GF	100	1	8	103.32	826.56
12400	60-0100-0011	61779 ROBBIE D TURLEY	11/9/2016	100 BM			83 J	100	1	8	97.06	776.48
12400	60-0100-0011	97243 EDWARD J HUNTER	11/9/2016	300 BM			83 J	300	1	2	142.25	284.50
12400	60-0100-0011	8033 IZACK F CLEMONS	11/9/2016	300 BM			83 J	300	1	2	142.25	284.50
12400	60-0100-0011	22502 NICHOLAS D CASH	11/9/2016	300 BM			83 GF	300	1	2.5	151.63	379.08
12400	60-0100-0011	61779 ROBBIE D TURLEY	11/9/2016	300 BM			83 J	300	1	2	142.25	284.50
12400	60-0100-0011	97243 EDWARD J HUNTER	11/10/2016	100 BM			83 J	100	1	8	97.06	776.48
12400	60-0100-0011	8033 IZACK F CLEMONS	11/10/2016	100 BM			83 J	100	1	8	97.06	776.48
12400	60-0100-0011	22502 NICHOLAS D CASH	11/10/2016	100 BM			83 GF	100	1	8	103.32	826.56
12400	60-0100-0011	61779 ROBBIE D TURLEY	11/10/2016	100 BM			83 J	100	1	8	97.06	776.48
12400	60-0100-0011	97243 EDWARD J HUNTER	11/10/2016	300 BM			83 J	300	1	2	142.25	284.50
12400	60-0100-0011	8033 IZACK F CLEMONS	11/10/2016	300 BM			83 J	300	1	2	142.25	284.50
12400	60-0100-0011	22502 NICHOLAS D CASH	11/10/2016	300 BM			83 GF	300	1	2.5	151.63	379.08
12400	60-0100-0011	61779 ROBBIE D TURLEY	11/10/2016	300 BM			83 J	300	1	2	142.25	284.50
12400	60-0100-0011	97243 EDWARD J HUNTER	11/14/2016	100 BM			83 J	100	1	3	97.06	291.18
12400	60-0100-0011	22502 NICHOLAS D CASH	11/14/2016	100 BM			83 GF	100	1	8	103.32	826.56
12400	60-0100-0011	61779 ROBBIE D TURLEY	11/14/2016	100 BM			83 J	100	1	8	97.06	776.48
12400	60-0100-0011	22502 NICHOLAS D CASH	11/14/2016	300 BM			83 GF	300	1	2.5	151.63	379.08
12400	60-0100-0011	61779 ROBBIE D TURLEY	11/14/2016	300 BM			83 J	300	1	2	142.25	284.50
12400	60-0100-0011	8033 IZACK F CLEMONS	11/15/2016	100 BM			83 J	100	1	4	97.06	388.24
12400	60-0100-0011	22502 NICHOLAS D CASH	11/15/2016	100 BM			83 GF	100	1	4	103.32	413.28
12400	60-0100-0011	61779 ROBBIE D TURLEY	11/15/2016	100 BM			83 J	100	1	4	97.06	388.24
<b>Total</b>											<b>369.5</b>	<b>40,149.69</b>
<b>Boiler Tube Demo</b>												
12400	60-0100-0021	97243 EDWARD J HUNTER	10/17/2016	100 BM			83 J	100	1	8	97.06	776.48
12400	60-0100-0021	22502 NICHOLAS D CASH	10/17/2016	100 BM			83 GF	100	1	8	103.32	826.56
12400	60-0100-0021	97243 EDWARD J HUNTER	10/17/2016	300 BM			83 J	300	1	2	142.25	284.50
12400	60-0100-0021	22502 NICHOLAS D CASH	10/17/2016	300 BM			83 GF	300	1	2.5	151.63	379.08
12400	60-0100-0021	97243 EDWARD J HUNTER	10/26/2016	100 BM			83 J	100	1	4	97.06	388.24
12400	60-0100-0021	61779 ROBBIE D TURLEY	10/26/2016	100 BM			83 J	100	1	4	97.06	388.24
<b>Total</b>											<b>28.5</b>	<b>3,043.10</b>

Associated Mechanical

Labor Report

Job number	Phase Code	Employee	Date	Pay ID	Union ID	Union Local	Union Class	Pay ID	Shf	Hours	Rate	Amount	
<b>Boiler Tube Install</b>													
12400	60-0100-0025	8033 IZACK F CLEMONS	11/3/2016	100	BM		83 J	100		1	4	97.06	388.24
12400	60-0100-0025	22502 NICHOLAS D CASH	11/3/2016	100	BM		83 GF	100		1	4	103.32	413.28
12400	60-0100-0025	61779 ROBBIE D TURLEY	11/3/2016	100	BM		83 J	100		1	8	97.06	776.48
										<b>Total</b>	<b>16</b>		<b>1,578.00</b>

**Total Labor 1044.5 110,177.75**

100= ST  
 300=OT  
 400=DT  
 PD=PER DIEM  
 MI= MILEAGE  
 600=TT

Associated Mechanical

Labor Report

Job number	Phase Code	Employ Employee	Date	Pay ID	Union ID	Union Local	Union Class	Pay ID	Shft	Hours	Rate	Amount
12400 01-0052-0020	97243	EDWARD J HUNTER	10/12/2016	MI	BM		83 J	MI	1	145	0.54	78.30
12400 01-0052-0020	22502	NICHOLAS D CASH	10/12/2016	MI	BM		83 GF	MI	1	145	0.54	78.30
12400 01-0052-0020	8033	IZACK F CLEMONS	10/13/2016	MI	BM		83 J	MI	1	145	0.54	78.30
12400 01-0052-0020	61779	ROBBIE D TURLEY	10/13/2016	MI	BM		83 J	MI	1	145	0.54	78.30
12400 01-0052-0020	97243	EDWARD J HUNTER	11/14/2016	MI	BM		83 J	MI	1	145	0.54	78.30
12400 01-0052-0020	8033	IZACK F CLEMONS	11/18/2016	MI	BM		83 GF	MI	1	145	0.54	78.30
12400 01-0052-0020	61779	ROBBIE D TURLEY	11/18/2016	MI	BM		83 J	MI	1	145	0.54	78.30
<b>Total</b>												<b>626.40</b>
12400 01-0052-0020	97243	EDWARD J HUNTER	10/12/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	22502	NICHOLAS D CASH	10/12/2016	PD	BM		83 GF	PD	1	1	110	110.00
12400 01-0052-0020	97243	EDWARD J HUNTER	10/13/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	8033	IZACK F CLEMONS	10/13/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	22502	NICHOLAS D CASH	10/13/2016	PD	BM		83 GF	PD	1	1	110	110.00
12400 01-0052-0020	61779	ROBBIE D TURLEY	10/13/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	97243	EDWARD J HUNTER	10/14/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	22502	NICHOLAS D CASH	10/14/2016	PD	BM		83 GF	PD	1	1	110	110.00
12400 01-0052-0020	61779	ROBBIE D TURLEY	10/14/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	97243	EDWARD J HUNTER	10/14/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	8033	IZACK F CLEMONS	10/17/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	22502	NICHOLAS D CASH	10/17/2016	PD	BM		83 GF	PD	1	1	110	110.00
12400 01-0052-0020	61779	ROBBIE D TURLEY	10/17/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	97243	EDWARD J HUNTER	10/18/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	8033	IZACK F CLEMONS	10/18/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	22502	NICHOLAS D CASH	10/18/2016	PD	BM		83 GF	PD	1	1	110	110.00
12400 01-0052-0020	61779	ROBBIE D TURLEY	10/18/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	97243	EDWARD J HUNTER	10/19/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	8033	IZACK F CLEMONS	10/19/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	22502	NICHOLAS D CASH	10/19/2016	PD	BM		83 GF	PD	1	1	110	110.00
12400 01-0052-0020	61779	ROBBIE D TURLEY	10/20/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	97243	EDWARD J HUNTER	10/20/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	8033	IZACK F CLEMONS	10/20/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	22502	NICHOLAS D CASH	10/20/2016	PD	BM		83 GF	PD	1	1	110	110.00
12400 01-0052-0020	61779	ROBBIE D TURLEY	10/20/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	97243	EDWARD J HUNTER	10/21/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	8033	IZACK F CLEMONS	10/21/2016	PD	BM		83 J	PD	1	1	110	110.00
12400 01-0052-0020	22502	NICHOLAS D CASH	10/21/2016	PD	BM		83 GF	PD	1	1	110	110.00

Associated Mechanical

Labor Report

Job number	Phase Code	Employ Employee	Date	Pay ID	Union ID	Union Local	Union Class	Union Pay ID	Shft	Hours	Rate	Amount
12400 01-0052-0020	61779	ROBBIE D TURLEY	10/22/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	97243	EDWARD J HUNTER	10/24/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	8033	IZACK F CLEMONS	10/24/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	22502	NICHOLAS D CASH	10/24/2016	PD	BM	83 GF	83 GF	PD	1	1	110	110.00
12400 01-0052-0020	61779	ROBBIE D TURLEY	10/24/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	97243	EDWARD J HUNTER	10/25/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	8033	IZACK F CLEMONS	10/25/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	22502	NICHOLAS D CASH	10/25/2016	PD	BM	83 GF	83 GF	PD	1	1	110	110.00
12400 01-0052-0020	61779	ROBBIE D TURLEY	10/25/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	97243	EDWARD J HUNTER	10/25/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	8033	IZACK F CLEMONS	10/26/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	22502	NICHOLAS D CASH	10/26/2016	PD	BM	83 GF	83 GF	PD	1	1	110	110.00
12400 01-0052-0020	61779	ROBBIE D TURLEY	10/26/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	97243	EDWARD J HUNTER	10/27/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	8033	IZACK F CLEMONS	10/27/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	22502	NICHOLAS D CASH	10/28/2016	PD	BM	83 GF	83 GF	PD	1	1	110	110.00
12400 01-0052-0020	61779	ROBBIE D TURLEY	10/28/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	97243	EDWARD J HUNTER	10/28/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	8033	IZACK F CLEMONS	10/28/2016	PD	BM	83 GF	83 GF	PD	1	1	110	110.00
12400 01-0052-0020	22502	NICHOLAS D CASH	10/31/2016	PD	BM	83 GF	83 GF	PD	1	1	110	110.00
12400 01-0052-0020	61779	ROBBIE D TURLEY	10/31/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	97243	EDWARD J HUNTER	10/31/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	8033	IZACK F CLEMONS	11/1/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	22502	NICHOLAS D CASH	11/1/2016	PD	BM	83 GF	83 GF	PD	1	1	110	110.00
12400 01-0052-0020	61779	ROBBIE D TURLEY	11/1/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	97243	EDWARD J HUNTER	11/2/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	8033	IZACK F CLEMONS	11/2/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	22502	NICHOLAS D CASH	11/2/2016	PD	BM	83 GF	83 GF	PD	1	1	110	110.00
12400 01-0052-0020	61779	ROBBIE D TURLEY	11/2/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	97243	EDWARD J HUNTER	11/3/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	8033	IZACK F CLEMONS	11/3/2016	PD	BM	83 J	83 GF	PD	1	1	110	110.00
12400 01-0052-0020	22502	NICHOLAS D CASH	11/3/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	61779	ROBBIE D TURLEY	11/3/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	97243	EDWARD J HUNTER	11/4/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00
12400 01-0052-0020	8033	IZACK F CLEMONS	11/4/2016	PD	BM	83 J	83 J	PD	1	1	110	110.00

Associated Mechanical

Labor Report

Job number	Phase Code	Employ Employee	Date	Pay ID	Union ID	Union Local	Union Class	Union Pay ID	Shf	Hours	Rate	Amount
12400 01-0052-0020	22502	NICHOLAS D CASH	11/4/2016	PD	BM	83 GF	PD	1	1	110	110.00	
12400 01-0052-0020	61779	ROBBIE D TURLEY	11/4/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	97243	EDWARD J HUNTER	11/7/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	8033	IZACK F CLEMONS	11/7/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	22502	NICHOLAS D CASH	11/7/2016	PD	BM	83 GF	PD	1	1	110	110.00	
12400 01-0052-0020	61779	ROBBIE D TURLEY	11/7/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	97243	EDWARD J HUNTER	11/9/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	8033	IZACK F CLEMONS	11/9/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	22502	NICHOLAS D CASH	11/9/2016	PD	BM	83 GF	PD	1	1	110	110.00	
12400 01-0052-0020	61779	ROBBIE D TURLEY	11/9/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	97243	EDWARD J HUNTER	11/10/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	8033	IZACK F CLEMONS	11/10/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	22502	NICHOLAS D CASH	11/10/2016	PD	BM	83 GF	PD	1	1	110	110.00	
12400 01-0052-0020	61779	ROBBIE D TURLEY	11/10/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	22502	NICHOLAS D CASH	11/14/2016	PD	BM	83 GF	PD	1	1	110	110.00	
12400 01-0052-0020	61779	ROBBIE D TURLEY	11/14/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	8033	IZACK F CLEMONS	11/15/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	22502	NICHOLAS D CASH	11/15/2016	PD	BM	83 GF	PD	1	1	110	110.00	
12400 01-0052-0020	61779	ROBBIE D TURLEY	11/15/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	8033	IZACK F CLEMONS	11/16/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	22502	NICHOLAS D CASH	11/16/2016	PD	BM	83 GF	PD	1	1	110	110.00	
12400 01-0052-0020	61779	ROBBIE D TURLEY	11/16/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	8033	IZACK F CLEMONS	11/17/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	22502	NICHOLAS D CASH	11/17/2016	PD	BM	83 GF	PD	1	1	110	110.00	
12400 01-0052-0020	61779	ROBBIE D TURLEY	11/17/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	8033	IZACK F CLEMONS	11/18/2016	PD	BM	83 J	PD	1	1	110	110.00	
12400 01-0052-0020	22502	NICHOLAS D CASH	11/18/2016	PD	BM	83 GF	PD	1	1	110	110.00	
12400 01-0052-0020	61779	ROBBIE D TURLEY	11/18/2016	PD	BM	83 J	PD	1	1	110	110.00	
<b>Total</b>											<b>13,000.00</b>	

**Total Report 11,626.40**

100=ST 300=OT 400=DT  
 PD=PER DIEM MI=MILEAGE 600=TT





WEEK ENDING: 10/16/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: city of coffeyville coffeyville ks  
PREPARER: nick cash

WORK DATE: 10/12/2016

DAY: Wednesday

SHIFT: 1

Customer Approval & Comments: 

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	PH>	ST	OT	MILEAGE RATE	REMARKS (absent/total rate/avg/effec.)	Job Completed? (Yes / No)	
								ST	X
1	CASH NICK	BMGF	ST	3.5					
			OT	2.5					
2	HUNTER EDWARD	BMJ	ST	4			travel to coffeyville		
			OT	2					
3	TURLEY ROB	BMJ	ST						
			OT						
4	CLEMONS IZACK	BMJ	ST						
			OT						
5			ST						
			OT						
6			ST						
			OT						
7			ST						
			OT						
8			ST						
			OT						
9			ST						
			OT						
10			ST						
			OT						

Mob & Demob 01-0350-0001  
Boiler Tube Demo 60-0100-0021  
Boiler Tube Install 60-0100-0025  
Boiler Tube Repair 60-0100-0028  
Code Piping & Valve & Fitting 15-0100-0001  
Project Delays 01-1300-1320  
TOTAL  
Travel Time 01-0052-0020  
Per Diem 01-0052-0020  
Mileage 01-0052-0020

Sundays are Double Time

REMARKS (include instruction from customer, purchases & materials received, subcontractors on site, rental equipment & major tools used):

TRAVELED TO COFFEYVILLE AND UNLOADED TOOLS AND STARTED SETTING UP WORK AREA

Optional Work Codes:

- A. Boiler Cleaning Labor 60-0099-0024
- B. Boiler Hydro 60-0100-0100
- C. Casing Demo 60-0100-0010
- D. Casing Install 60-0100-0011
- E. Expand Tubes 60-0100-0026
- F. Expansion Joints 60-0041-0850
- G. General Inspection/Diagnostic 01-0052-0001
- H. Mud Drum Coil Installation 60-0100-0053
- I. Piping Fab & Install 15-0230-0001
- J. Plant Support 15-0510-9997
- K. Refractory 15-0510-0132
- L. Safety Training 01-0270-0003
- M. Steam Drum Internals 60-0100-0002
- N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)



WEEK ENDING: 10/16/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: city of coffeyville coffeyville ks  
PREPARER: nick cash

WORK DATE: 10/14/2016

DAY: FRIDAY

SHIFT: 1

Customer Approval & Signature:

Mob & Demob 01-0350-0001  
Boiler Tube Demo 60-0100-0021  
Boiler Tube Install 60-0100-0025  
Boiler Tube Repair 60-0100-0028  
Code Piping & Valve & Fitting 15-0100-0001  
CASING DEMO 60-0100-0010  
Project Delays 01-1300-1320  
TOTAL  
Travel Time 01-0052-0020  
Per Diem 01-0052-0020  
Mileage 01-0052-0020

Job Completed? (Yes/No)  
Sundays are Double Time

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	PH#	ST	OT	MILEAGE RATE	REMARKS (absent/leave rate/late/other)
1	CASH NICK	BMGF	ST	8		8.00	
			OT	2.5		2.50	
2	HUNTER EDWARD	BMJ	ST	8		8.00	
			OT	2		2.00	
3	TURLEY ROB	BMJ	ST	8		8.00	
			OT	2		2.00	
4	CLEMONS IZACK	BMJ	ST	8		8.00	
			OT	2		2.00	
5			ST				
			OT				
6			ST				
			OT				
7			ST				
			OT				
8			ST				
			OT				
9			ST				
			OT				
10			ST				
			OT				

REMARKS (include instruction from customer, purchases & materials received, subcontractors on site, rental equipment & major tools used):

CONTINUED ON THE DEMO OF CASING. STARTED ON REMOVAL OF FLUE GAS OUTLET FL

UPON REMOVING THE CASING AROUND THE OUTLET FLANGE FOUND MORE DAMAGE TO

WHOLE OUTLET FLANGE AND MORE THINGS THAT NEED REPLACED.

Optional Work Codes:

- A. Boiler Cleaning Labor 60-0099-0024
- B. Boiler Hydro 60-0100-0100
- C. Casing Demo 60-0100-0010
- D. Casing Install 60-0100-0011
- E. Expand Tubes 60-0100-0026
- F. Expansion Joints 60-0041-0650
- G. General Inspector/Diagnostic 01-0052-0001
- H. Mud Drum Coil Installation 60-0100-0053
- I. Piping Fab & Install 15-0230-0001
- J. Plant Support 15-0510-0997
- K. Refractory 15-0510-0132
- L. Safety Training 01-0270-0003
- M. Steam Drum Internals 60-0100-0002
- N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

WEEK ENDING: 10/23/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: city of coffeaville coffeaville ks  
PREPARER: nick cash

WORK DATE: 10/17/2016

DAY: MONDAY

SHIFT: 1

Customer Approval & Signature:   
Comments:

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	PHS	Project Delays 01-1300-1320										TOTAL	ST	Task #	MILEAGE RATE	REMARKS (abbreviated reference)
				Mob & Demob 01-0350-0001	Boiler Tube Demo 60-0100-0021	Boiler Tube Install 60-0100-0025	Boiler Tube Repair 60-0100-0028	Code Piping&Valve&Fitting 15-0100-0001	CASING DEMO 60-0100-0010	Project Delays 01-1300-1320	Travel Time 01-0052-0020	Per Diem 01-0052-0020	Mileage 01-0052-0020					
22502	1 CASH NICK	BMGF	ST	8														PERSONAL TRUCK
			OT	2.5														
97243	2 HUNTER EDWARD	BMJ	ST	8														
			OT	2														
61779	3 TURLEY ROB	BMJ	ST	8														
			OT	2														
08033	4 CLEMONS IZACK	BMJ	ST	8														
			OT	2														
			ST															
			OT															
			ST															
			OT															
			ST															
			OT															
			ST															
			OT															
			ST															
			OT															

REMARKS (include instruction from customer, purchases & materials received, subcontractors on site, rental equipment & major tools used):

Optional Work Codes:

- A. Boiler Cleaning Labor 60-0099-0024
- B. Boiler Hydro 60-0100-0100
- C. Casing Demo 60-0100-0010
- D. Casing Install 60-0100-0011
- E. Expand Tubes 60-0100-0028
- F. Expansion Joints 60-0041-0950
- G. General Inspector/Diagnostic 01-0052-0001
- H. Mud Drum Coil Installation 60-0100-0053
- I. Piping Fab & Install 15-0230-0001
- J. Plant Support 15-0510-9997
- K. Refractory 15-0510-0132
- L. Safety Training 01-0270-0003
- M. Steam Drum Internals 60-0100-0002
- N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

1574  
210





WEEK ENDING: 10/23/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: city of coffeyville coffeyville ks  
PREPARER: nick cash

WORK DATE: 10/19/2016

DAY: WEDNESDAY

SHIFT: 1

Customer Approval & Comments:  
Customer Signature: 

Mob & Demob 01-0350-0001  
Boiler Tube Demo 60-0100-0021  
Boiler Tube Install 60-0100-0025  
Boiler Tube Repair 60-0100-0028  
Code Piping&Valve&Fitting 15-0100-0001  
CASING DEMO 60-0100-0010  
expansion joints 60-0041-0650  
Project Delays 01-1300-1320  
TOTAL  
Travel Time 01-0052-0020  
Per Diem 01-0052-0020  
Mileage 01-0052-0020

Job Completed? (Yes / No)

Sundays are Double Time

FILE #	EMPLOYEE (Last Name, First Name)	CRAC#	PH#	ST	OT	TOTAL	MILEAGE RATE	REMARKS (absent/leave/ready/other)
1	CASH NICK	BMGF	ST	8		8.00		PERSONAL TRUCK
			OT	2.5		2.50		
2	HUNTER EDWARD	BMJ	ST	8		8.00		
			OT	2		2.00		
3	TURLEY ROB	BMJ	ST	8		8.00		
			OT	2		2.00		
4	CLEMONS ZACK	BMJ	ST	8		8.00		
			OT	2		2.00		
5			ST					
			OT					
6			ST					
			OT					
7			ST					
			OT					
8			ST					
			OT					
9			ST					
			OT					
10			ST					
			OT					

REMARKS (include instruction from customer, purchases & materials received, subcontractors on site, rental equipment & major tools used):

Optional Work Codes:

- A. Boiler Cleaning Labor 60-0099-0024
- B. Boiler Hydro 60-0100-0100
- C. Casing Demo 60-0100-0010
- D. Casing Install 60-0100-0011
- E. Expand Tubes 60-0100-0028
- F. Expansion Joints 60-0041-0650
- G. General Inspection/Diagnostic 01-0052-0001
- H. Mud Drum Coil Installation 60-0100-0053
- I. Piping Fab & Install 15-0230-0001
- J. Plant Support 15-0510-9997
- K. Refractory 15-0510-0132
- L. Safety Training 01-0270-0003
- M. Steam Drum Internals 60-0100-0002
- N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

205  
400

WEEK ENDING: 10/23/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: city of coffeeville coffeeville ks  
PREPARER: nick cash

WORK DATE: 10/20/2016

DAY: Thursday

SHIFT: 1

Customer Approval & Signature  
  
Comments:

Mob & Demob 01-0350-0001  
Boiler Tube Demo 60-0100-0021  
Boiler Tube Install 60-0100-0025  
Boiler Tube Repair 60-0100-0028  
Code Piping & Valve & Filling 15-0100-0001  
CASING DEMO 60-0100-0010  
expansion joints 60-0041-0650  
Project Delays 01-1300-1320  
TOTAL  
Travel Time 01-0052-0020  
Per Diem 01-0052-0020  
Mileage 01-0052-0020

Job Completed?  
(Yes / No)

Sundays are Double Time

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	PH>	ST	OT	REMARKS (Observations rate/hrs.)										
1	CASH NICK	BMGF	ST													PERSONAL TRUCK
2	HUNTER EDWARD	BMJ	ST													
3	TURLEY ROB	BMJ	ST													
4	CLEMONS IZACK	BMJ	ST													
5			ST													
6			ST													
7			ST													
8			ST													
9			ST													
10			ST													

REMARKS (include instruction from customer, purchases & materials received, subcontractors on site, rental equipment & major tools used):  
continued grinding and cleaning for new install. Unloaded the steel that mark brought down

- Optional Work Codes:
- A. Boiler Cleaning Labor 60-0089-0024
  - B. Boiler Hydro 60-0100-0100
  - C. Casing Demo 60-0100-0010
  - D. Casing Install 60-0100-0011
  - E. Expand Tubes 60-0100-0026
  - F. Expansion Joints 60-0041-0650
  - G. General Inspection/Diagnostic 01-0052-0001
  - H. Mud Drum Coil Installation 60-0100-0053
  - I. Piping Fab & Install 15-0230-0001
  - J. Plant Support 15-0510-9997
  - K. Refractory 15-0510-0132
  - L. Safety Training 01-0270-0003
  - M. Steam Drum Internals 60-0100-0002
  - N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

215.5  
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WORK DATE: 10/21/2016

PERSON SUBMITTING REPORT: Mark Grame

LOCATION: \_\_\_\_\_

FILE #	EMPLOYEE	JOB #	CRAFT	COST CODE	ST	OT	DT	TT	LOD (X)	MILES IN	MILES OUT	MILEAGE RATE	REMARKS
08634	GRAME, MARK	SHOP			5	5							
		212308		01-0350-0001	2	2							
		212400			1	1							
TOTALS					4	0	0	0					

REMARKS (include instruction from customer, purchases & materials received; subcontractors on site; rental equipment & major tools used):  
Get supplies ready for job 212308. Take trailer fire to get fixed. (only worked 4 hours.)

take supplies to wil clair for job 212400

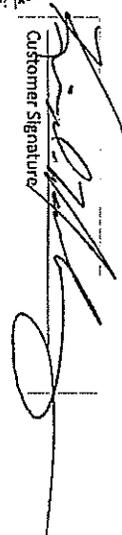


WEEK ENDING: 10/23/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: city of coffeyville coffeyville ks  
PREPARER: nick cash

WORK DATE: 10/21/2016

DAY: FRIDAY

SHIFT: 1

Customer Approval & Comments:  
  
Customer Signature

Mob & Demob 01-0350-0001  
Boiler Tube Demo 60-0100-0021  
Boiler Tube Install 60-0100-0025  
Boiler Tube Repair 60-0100-0028  
Code Piping & Valve & Fitting 15-0100-0001  
CASING DEMO 60-0100-0010  
expansion joints 60-0041-0650  
CASING INSTALL 60-0100-0011  
Project Delays 01-1300-1320  
TOTAL  
Travel Time 01-0052-0020  
Per Diem 01-0052-0020  
Mileage 01-0052-0020  
Sundays are Double Time  
Job Completed? (Yes/No)

FILE #	EMPLOYEE (Last Name, First Name)	GRAFT	PH		ST	X	Total #	MILEAGE RATE	REMARKS (observed late/early/etc.)
			ST	OT					
1	CASH NICK	BM/GF	8	2.5	8.00	X		PERSONAL TRUCK	
2	HUNTER EDWARD	BMJ	8	2	8.00	X			
3	TURLEY ROB	BMJ	8	2	8.00	X			
4	CLEMONS IZACK	BMJ	8	2	8.00	X			
5					2.00				
6									
7									
8									
9									
10									

REMARKS (include instruction from customer, purchases & materials received, subcontractors on site, rental equipment & major tools used):  
CONTINUED GRINDING AND CLEANING GETTING READY FOR NEW MATERIAL

- Optional Work Codes:
- A. Boiler Cleaning Labor 60-0099-0024
  - B. Boiler Hydro 60-0100-0100
  - C. Casing Demo 60-0100-0010
  - D. Casing Install 60-0100-0011
  - E. Expand Tubes 60-0100-0028
  - F. Expansion Joints 60-0041-0650
  - G. General Inspection/Diagnostic 01-0052-0001
  - H. Mud Drum Coil Installation 60-0100-0053
  - I. Piping Fab & Install 15-0230-0001
  - J. Plant Support 15-0510-9997
  - K. Refractory 15-0510-0132
  - L. Safety Training 01-0270-0003
  - M. Steam Drum Internals 60-0100-0002
  - N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

304  
79

WEEK ENDING: 10/30/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: city of coffeyville coffeyville ks  
PREPARER: nick cash

WORK DATE: 10/24/2016

DAY: MONDAY

SHIFT: 1

Customer Approval & Comments:

Customer Signature

Mob & Demob 01-0350-0001  
Boiler Tube Demo 60-0100-0021  
Boiler Tube Install 60-0100-0025  
Boiler Tube Repair 60-0100-0028  
Code Piping&Valve&Fitting 15-0100-0001  
expansion joints 60-0100-0010  
CASING DEMO 60-0041-0650  
CASING INSTALL 60-0100-0011  
Project Delays 01-1300-1320  
TOTAL  
Travel Time 01-0052-0020  
Per Diem 01-0052-0020  
Mileage 01-0052-0020

Job Completed? (Yes / No)  
Sundays are Double Time

FILE #	EMPL DYEE (Last Name, First Name)	CRAFT	PH>	ST	OT	TOTAL	ST	OT	TOTAL	MILEAGE RATE	REMARKS (essential tasks rate/vehicle)
22502	1 CASH NICK	BMGF	ST	8		8.00					PERSONAL TRUCK
			OT	2.5		2.50					
92243	2 HUNTER EDWARD	BMJ	ST	8		8.00					
			OT	2		2.00					
61779	3 TURLEY ROB	BMJ	ST	8		8.00					
			OT	2		2.00					
08033	4 CLEMONS ZACK	BMJ	ST	8		8.00					
			OT	2		2.00					
			ST								
			OT								
			ST								
			OT								
			ST								
			OT								
			ST								
			OT								
			ST								
			OT								
			ST								
			OT								

REMARKS (include instruction from customer, purchases & materials received, subcontractors on site, rental equipment & major tools used):

CONTINUED GRINDING AND CLEANING GETTING READY FOR NEW MATERIAL. Started putting

channel framework in place and tacking off

Optional Work Codes:

- A. Boiler Cleaning Labor 60-0099-0024
- B. Boiler Hydro 60-0100-0100
- C. Casing Demo 60-0100-0010
- D. Casing Install 60-0100-0011
- E. Expand Tubes 60-0100-0026
- F. Expansion Joints 60-0041-0650
- G. General Inspection/Diagnostic 01-0052-0001
- H. Mud Drum Coil Installation 60-0100-0053
- I. Piping Fab & Install 15-0230-0001
- J. Plant Support 15-0510-9997
- K. Refractory 15-0510-0132
- L. Safety Training 01-0270-0003
- M. Steam Drum Internals 60-0100-0002
- N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

240.5  
701

WEEK ENDING: 10/30/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: city of coffeville coffeville ks  
PREPARER: nick cash

WORK DATE: 10/25/2016

DAY: TUESDAY

SHIFT: 1

Customer Approvable & Comments:

Customer Signature: 

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	PH>	MEMBRANE WALL TUBES 60-0010-0231		expansion joints 60-0041-0650	REFRACTORY 15-0510-0132	Project Delays 01-1300-1320	TOTAL	ST	X	Total #	MILEAGE RATE	REMARKS (absent/foods rate/day/off etc.)
				Mob & Demob 01-0350-0001	Boiler Tube Demo 60-0100-0021									
1	CASH NICK	BMGF	ST	3	2.5	5			8.00		X			PERSONAL TRUCK
2	HUNTER EDWARD	BMJ	ST	3	2	5			8.00		X			
3	TURLEY ROB	BMJ	ST	3	2	5			8.00		X			
4	CLEMONS ZACK	BMJ	ST	3	2	5			8.00		X			
5			OT	2					2.00					
6			ST											
7			OT											
8			ST											
9			OT											
10			ST											

100 Complete/hrs (Yes/No)  
Sundays are Double Time

REMARKS (include instruction from customer, purchases & materials received, subcontractors on site, rental equipment & major tools used):

GOT THE REFRACTORY REMOVED AND HAVE THE SUPERHEATER READY FOR FERRIS KIM TO BE ONSITE MONDAY. WE STARTED FITTING UP THE MEMBRANE ON THE SUPERHEATE

Optional Work Codes:

- A. Boiler Cleaning Labor 60-0099-0024
- B. Boiler Hydro 60-0100-0100
- C. Casing Demo 60-0100-0010
- D. Casing Install 60-0100-0011
- E. Expand Tubes 60-0100-0026
- F. Expansion Joints 60-0041-0650
- G. General Inspection/Diagnostic 01-0052-0001
- H. Mud Drum Coil Installation 60-0100-0053
- I. Piping Fab & Install 15-0230-0001
- J. Plant Support 15-0510-9997
- K. Refractory 15-0510-0132
- L. Safety Training 01-0270-0003
- M. Steam Drum Internals 60-0100-0002
- N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

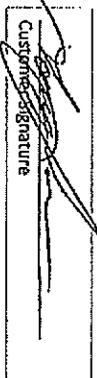
387  
701

WEEK ENDING: 10/30/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: city of coffeaville coffeaville ks  
PREPARER: nick cash

WORK DATE: 10/26/2016

DAY: Wednesday

SHIFT: 1

Customer Approval & Comments:  
  
Customer Signature

Mob & Demob 01-0350-0001  
Boiler Tube Demo 60-0100-0021  
Boiler Tube Install 60-0100-0025  
Boiler Tube Repair 60-0100-0028  
Code Piping & Valve & Filling 15-0100-0001  
MEMBRANE WALL TUBES 60-0010-0231  
expansion joints 60-0041-0650  
REFRACTORY 15-0510-0132  
Project Delays 01-1300-1320  
TOTAL  
Travel Time 01-0052-0020  
Per Diem 01-0052-0020  
Mileage 01-0052-0020

Job Completed? (Yes/No)

Sundays are Double Time

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	PH>							ST	OT	Totals	REMARKS (Subcontractors, mileage, etc.)
1	CASH NICK	BMGF	ST							8.00		8.00	PERSONAL TRUCK
			OT							2.50		2.50	
2	HUNTER EDWARD	BMJ	ST							8.00		8.00	
			OT		4					2.00		2.00	
3	TURLEY ROB	BMJ	ST							8.00		8.00	
			OT		4					2.00		2.00	
4	CLEMONS ZACK	BMJ	ST							8.00		8.00	
			OT		8					2.00		2.00	
5			ST										
			OT										
6			ST										
			OT										
7			ST										
			OT										
8			ST										
			OT										
9			ST										
			OT										
10			ST										
			OT										

REMARKS (include instruction from customer, purchases & materials received, subcontractors on site, rental equipment & major tools used):  
got stubs knocked out of both drums. Welded some pins on for insulators. Got started on the membrane on the superheat.

Optional Work Codes:

- A. Boiler Cleaning Labor 60-0099-0024
- B. Boiler Hydro 60-0100-0100
- C. Casing Demo 60-0100-0010
- D. Casing Install 60-0100-0011
- E. Expand Tubes 60-0100-0026
- F. Expansion Joints 60-0041-0650
- G. General Inspection/Diagnostic 01-0052-0001
- H. Mud Drum Coil Installation 60-0100-0053
- I. Piping Fab & Install 15-0230-0001
- J. Plant Support 15-0510-9997
- K. Refractory 15-0510-0132
- L. Safety Training 01-0270-0003
- M. Steam Drum Internals 60-0100-0002
- N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

WEEK ENDING: 10/30/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: city of coffeyville coffeyville ks  
PREPARER: nick cash

WORK DATE: 10/27/2016

DAY: Thursday

SHIFT: 1

Customer Approval & Comments:  
Customer's Signature: 

FILE #	EMPL OYEE (Last Name, First Name)	GRAFT	PH>	Mob & Demob 01-0350-0001	Boiler Tube Demo 60-0100-0021	Boiler Tube Install 60-0100-0021	Boiler Tube Repair 60-0100-0028	Code Piping&Valve&Fitting 15-0100-0001	MEMBRANE WALL TUBES 60-0010-0231	expansion joints 60-0041-0650	REFRACTORY 15-0510-0132	Project Delays 01-1300-1320	TOTAL	ST	X	Total #	MILEAGE RATE	REMARKS (absent/leave/other/office)
1	CASH NICK	BMGF	ST										8.00		X		2.50	PERSONAL TRUCK
2	HUNTER EDWARD	BMJ	OT										8.00		X			left early for dr appointment tomorrow EXCUSED
3	TURLEY ROB	BMJ	OT										8.00		X			
4	CLEMONS ZACK	BMJ	OT										8.00		X			
5			OT										2.00					
6			ST															
7			OT															
8			ST															
9			OT															
10			ST															

REMARKS (include instruction from customer, purchases & materials received, subcontractors on site, rental equipment & major tools used):  
continued on fitting up membrane and prepping casing for welding

Optional Work Codes:

- A. Boiler Cleaning Labor 60-0099-0024
- B. Boiler Hydro 60-0100-0100
- C. Casing Demo 60-0100-0010
- D. Casing Install 60-0100-0011
- E. Expand Tubes 60-0100-0026
- F. Expansion Joints 60-0041-0650
- G. General Inspection/Diagnostic 01-0052-0001
- H. Mud Drum Coil Installation 60-0100-0053
- I. Piping Fab & Install 15-0230-0001
- J. Plant Support 15-0510-9997
- K. Refractory 15-0510-0132
- L. Safety Training 01-0270-0003
- M. Steam Drum Internals 60-0100-0002
- N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

1464  
200



WEEK ENDING: 10/30/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: city of coffeyville coffeyville ks  
PREPARER: nick cash

WORK DATE: 10/28/2016

DAY: Friday

SHIFT: 1

Customer Approval & Signature  
Customer Signature

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	PH>	PROJECTS												ST	X	Total#	MILEAGE RATE	REMARKS (absent/leaves, calendar, etc.)
				Mob & Demob 01-0350-0001	Boiler Tube Demo 60-0100-0021	Boiler Tube Install 60-0100-0025	Boiler Tube Repair 60-0100-0028	Code Piping&Valve&Fitting 15-0100-0001	MEMBRANE WALL TUBES 60-0010-0231	expansion joints 60-0041-0650	REFRACTORY 15-0510-0132	Project Delays 01-1300-1320	TOTAL	Travel Time 01-0052-0020	Per Diem 01-0052-0020					
1	CASH NICK	BMGF	ST																PERSONAL TRUCK	
			OT																	
2	HUNTER EDWARD	BMJ	OT																dr appointment excused	
			ST																	
3	TURLEY ROB	BMJ	OT																	
			ST																	
4	CLEMONS ZACK	BMJ	OT																	
			ST																	
5			OT																	
			ST																	
6			OT																	
			ST																	
7			OT																	
			ST																	
8			OT																	
			ST																	
9			OT																	
			ST																	
10			OT																	
			ST																	

REMARKS (include instruction from customer, purchases & materials received, subcontractors on site, rental equipment & major tools used):  
finished fitting membrane and started welding membrane on superheater

- Optional Work Codes:
- A. Boiler Cleaning Labor 60-0099-0024
  - B. Boiler Hydro 60-0100-0100
  - C. Casing Demo 60-0100-0010
  - D. Casing Install 60-0100-0011
  - E. Expand Tubes 60-0100-0026
  - F. Expansion Joints 60-0041-0650
  - G. General Inspection/Diagnostic 01-0052-0001
  - H. Mud Drum Coil Installation 60-0100-0053
  - I. Piping Fab & Install 15-0230-0001
  - J. Plant Support 15-0510-9997
  - K. Refractory 15-0510-0132
  - L. Safety Training 01-0270-0003
  - M. Steam Drum Internals 60-0100-0002
  - N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

Wqs  
20



WEEK ENDING: 11/6/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: city of coffeyville coffeyville ks  
PREPARER: Nick Cash

WORK DATE: 10/31/2016

DAY: Monday

SHIFT: 1

Customer Approval & Comments:  
Customer Signature: 

Mob & Demob 01-0350-0001  
Boiler Tube Demo 60-0100-0021  
Boiler Tube Install 60-0100-0025  
Boiler Tube Repair 60-0100-0028  
Code Piping & Valve & Fitting 15-0100-0001  
MEMBRANE WALL TUBES 60-0010-0231  
expansion joints 60-0041-0650  
casing install 60-0100-0011  
Project Delays 01-1300-1320  
TOTAL  
Travel Time 01-0052-0020  
Per Diem 01-0052-0020  
Mileage 01-0052-0020

Job Completed? (Yes/No)

Sundays are Double Time

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	PH#	MEMBRANE WALL TUBES 60-0010-0231		expansion joints 60-0041-0650		casing install 60-0100-0011		Project Delays 01-1300-1320		TOTAL		REMARKS (absent/other rate/office)
				ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	
1	CASH NICK	BMGF	ST	8										PERSONAL TRUCK
			OT	2.5										
2	HUNTER EDWARD	BMJ	ST	8										
			OT	2										
3	TURLEY ROB	BMJ	ST	4										
			OT	2										
4	CLEMONS ZACK	BMJ	ST	4										
			OT	2										
5			ST											
			OT											
6			ST											
			OT											
7			ST											
			OT											
8			ST											
			OT											
9			ST											
			OT											
10			ST											
			OT											

REMARKS (include instruction from customer, purchases & materials received; subcontractors on site; rental equipment & major tools used):

finished welding membrane on superheat section. Got the half drum shroud tacked and started to weld out and also started installing channel iron structure tacking it in place.

Optional Work Codes:

- A. Boiler Cleaning Labor 60-0099-0024
- B. Boiler Hydro 60-0100-0100
- C. Casing Demo 60-0100-0010
- D. Casing Install 60-0100-0011
- E. Expand Tubes 60-0100-0026
- F. Expansion Joints 60-0041-0650
- G. General Inspection/Diagnostic 01-0052-0001
- H. Mud Drum Coil Installation 60-0100-0053
- I. Piping Fab & install 15-0230-0001
- J. Plant Support 15-0510-9997
- K. Refractory 15-0510-0132
- L. Safety Training 01-0270-0003
- M. Steam Drum Internals 60-0100-0002
- N. Weld Membranes 60-0100-0027

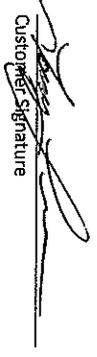
(CONTINUE NOTES ON BACK)

WEEK ENDING: 1/16/2016  
 JOB NUMBER: 212400  
 CUSTOMER & LOCATION: city of coffeville coffeville ks  
 PREPARER: nick cash

WORK DATE: 1/11/2016

DAY: TUESDAY

SHIFT: 1

Customer Approval & Comments:  
  
 Customer Signature

Mob & Demob 01-0350-0001  
 Boiler Tube Demo 60-0100-0021  
 Boiler Tube Install 60-0100-0025  
 Boiler Tube Repair 60-0100-0028  
 Code Piping&Valve&Fitting 15-0100-0001  
 MEMBRANE WALL TUBES 60-0010-0231  
 expansion joints 60-0041-0650  
 casing install 60-0100-0011  
 Project Delays 01-1300-1320  
 TOTAL  
 Travel Time 01-0052-0020  
 Per Diem 01-0052-0020  
 Mileage 01-0052-0020

Sundays are Double Time  
 Job Completed?  
 (Yes / No)

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	PH	ST	OT	TOTAL	REMARKS (absent/other rate/office)
1	CASH NICK	BMGF	ST	8	2.5	8.00	PERSONAL TRUCK
2	HUNTER EDWARD	BMJ	ST	2		8.00	
3	TURLEY ROB	BMJ	ST	8		8.00	
4	CLEMONS IZACK	BMJ	ST	2		2.00	
5			ST	8		8.00	
6			OT	2		2.00	
7			ST				
8			OT				
9			ST				
10			OT				

REMARKS (include instruction from customer, purchases & materials received; subcontractors on site; rental equipment & major tools used):

got the expansion joint and bolt flange fit up and tacked off. Ferris Kimball sprayed the gunitie on the bottom of the superheater section and we have started fitting up the stainless casing that goes on the superheat headers.

Optional Work Codes:

- A. Boiler Cleaning Labor 60-0099-0024
- B. Boiler Hydro 60-0100-0100
- C. Casing Demo 60-0100-0010
- D. Casing Install 60-0100-0011
- E. Expand Tubes 60-0100-0026
- F. Expansion Joints 60-0041-0650
- G. General Inspection/Diagnostic 01-0052-0001
- H. Mud Drum Coil Installation 60-0100-0053
- I. Piping Fab & Install 15-0230-0001
- J. Plant Support 15-0510-9997
- K. Refractory 15-0510-0132
- L. Safety Training 01-0270-0003
- M. Steam Drum Internals 60-0100-0002
- N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

WEEK ENDING: 11/6/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: city of coffeyville coffeyville ks  
PREPARER: nick cash

WORK DATE: 11/2/2016

DAY: WEDNESDAY

SHIFT: 1

Customer Approval & Comments:

Customer's Signature

Mob & Demob 01-0350-0001  
Boiler Tube Demo 60-0100-0021  
Boiler Tube Install 60-0100-0021  
Boiler Tube Repair 60-0100-0025  
Code Piping & Valve & Fitting 15-0100-0007  
MEMBRANE WALL TUBES 60-0010-0231  
expansion joints 60-0041-0650  
casing install 60-0100-0011  
Project Delays 01-1300-1320  
TOTAL  
Travel Time 01-0052-0020  
Per Diem 01-0052-0020  
Mileage 01-0052-0020

Job Completed?  
(Yes/No)

Sundays are Double Time

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	PH>	MEMBRANE WALL TUBES 60-0010-0231		expansion joints 60-0041-0650		casing install 60-0100-0011		Project Delays 01-1300-1320		TOTAL		MILEAGE RATE	REMARKS (absent/tools rate/day/etc.)
				ST	OT	ST	OT	ST	OT	ST	OT	ST	OT		
1	CASH NICK	BMGF	ST	8								8.00			PERSONAL TRUCK
			OT	2.5									2.50		
2	HUNTER EDWARD	BMJ	ST	8								8.00			PERSONAL TRUCK
			OT	2									2.00		
3	TURLEY ROB	BMJ	ST	8								8.00			PERSONAL TRUCK
			OT	2									2.00		
4	CLEMONS IZACK	BMJ	ST	8								8.00			PERSONAL TRUCK
			OT	2									2.00		
5			ST												
			OT												
6			ST												
			OT												
7			ST												
			OT												
8			ST												
			OT												
9			ST												
			OT												
10			ST												
			OT												

REMARKS (include instruction from customer, purchases & materials received; subcontractors on site; rental equipment & major tools used):

GOT THE METAL EXPANSION JOINT IN AND WELDED ON THE FLUE GAS OUTLET. ALSO GO STAINLESS LINER ON THE SUPERHEAT HEADERS AND IT IS 50% WELDED OUT. ALSO INSC ARE ONSITE INSULATING THE BOILER WALL

Optional Work Codes:

- A. Boiler Cleaning Labor 60-0099-0024
- B. Boiler Hydro 60-0100-0100
- C. Casing Demo 60-0100-0010
- D. Casing Install 60-0100-0011
- E. Expand Tubes 60-0100-0026
- F. Expansion Joints 60-0041-0650
- G. General Inspection/Diagnostic 01-0052-0001
- H. Mud Drum Coil Installation 60-0100-0053
- I. Piping Fab & Install 15-0230-0001
- J. Plant Support 15-0510-9997
- K. Refractory 15-0510-0132
- L. Safety Training 01-0270-0003
- M. Steam Drum Internals 60-0100-0002
- N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

WEEK ENDING: 11/6/2016  
 JOB NUMBER: 212400  
 CUSTOMER & LOCATION: city of coffeerville coffeerville ks  
 PREPARER: nick cash

WORK DATE: 11/3/2016

DAY: THURSDAY

SHIFT: 1

Customer Approval & Comments:   
 Customer Signature

Mob & Demob 01-0350-0001  
 Boiler Tube Demo 60-0100-0021  
 Boiler Tube Install 60-0100-0025  
 Boiler Tube Repair 60-0100-0028  
 Code Piping & Valve & Fitting 15-0100-0001  
 MEMBRANE WALL TUBES 60-0010-0231  
 expansion joints 60-0041-0650  
 casing install 60-0100-0011  
 Project Delays 01-1300-1320  
 TOTAL  
 Travel Time 01-0052-0020  
 Per Diem 01-0052-0020  
 Mileage 01-0052-0020

Job Completed?  
 (Yes/No)

Sundays are Double Time

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	PH#	MEMBRANE WALL TUBES 60-0010-0231		expansion joints 60-0041-0650		casing install 60-0100-0011		Project Delays 01-1300-1320		TOTAL	ST	X	Total #	MILEAGE RATE	REMARKS (absent/tools rate/yo/elec.)
				ST	OT	ST	OT	ST	OT	ST	OT						
1	CASH NICK	BMGF		4		2.5		8.00		2.50		8.00		X			
2	HUNTER EDWARD	BMJ				8		2.00		2.00		8.00		X			
3	TURLEY ROB	BMJ		8		2		2.00		2.00		8.00		X			
4	CLEMONS IZACK	BMJ		4		4		2.00		2.00		8.00		X			
5																	
6																	
7																	
8																	
9																	
10																	

REMARKS (include instruction from customer; purchases & materials received; subcontractors on site; rental equipment & major tools used):

CONTINUED ON THE STAINLESS CASING ON SUPERHEATER AND FINISHED IT UP. RECEIVED

BOILER TUBES AND GOT THEM INSTALLED AND ROLLED IN. STARTED FITTING UP MEMBR.

ON THE 7 NEW TUBES WE INSTALLED. AND GOT THE CHANNEL IRON CUT TO LENGTH FOR

START OF INSTALLING FRAME WORK TOMORROW

Optional Work Codes:

- A. Boiler Cleaning Labor 60-0099-0024
- B. Boiler Hydro 60-0100-0100
- C. Casing Demo 60-0100-0010
- D. Casing Install 60-0100-0011
- E. Expand Tubes 60-0100-0026
- F. Expansion Joints 60-0041-0650
- G. General Inspection/Diagnostic 01-0052-0001
- H. Mud Drum Coil Installation 60-0100-0053
- I. Piping Fab & Install 15-0230-0001
- J. Plant Support 15-0510-9997
- K. Refractory 15-0510-0132
- L. Safety Training 01-0270-0003
- M. Steam Drum Internals 60-0100-0002
- N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

WEEK ENDING: 11/6/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: city of coffeyville coffeyville ks  
PREPARER: dick cash

WORK DATE: 11/4/2016

DAY: FRIDAY

SHIFT: 1

Customer Signature:   
Approval & Comments:

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	PH>		MEMBRANE WALL TUBES 60-0010-0231	expansion joints 60-0041-0650	casing install 60-0100-0011	Project Delays 01-1300-1320	TOTAL	ST	X	Total #	MILEAGE RATE	REMARKS (absent/leaves rate/leave/etc.)
			ST	OT										
1	CASH NICK	BMGF	ST	8	8.00	2.50	8.00	2.00	8.00	2.50	X	X	PERSONAL TRUCK	
			OT	2.5										
2	HUNTER EDWARD	BMJ	ST	8	8.00	2.00	2.00	2.00	2.00	8.00	X	X	CALLED IN SICK	
			OT	2										
3	TURLEY ROB	BMJ	ST	4	8.00	2.00	2.00	2.00	2.00	8.00	X	X	EXCUSED ABSENCE	
			OT	2										
4	CLEMONS IZACK	BMJ	ST	4	8.00	2.00	2.00	2.00	2.00	8.00	X	X		
			OT	2										
5			ST											
			OT											
6			ST											
			OT											
7			ST											
			OT											
8			ST											
			OT											
9			ST											
			OT											
10			ST											
			OT											

REMARKS (include instruction from customer, purchases & materials received, subcontractors on site, rental equipment & major tools used):

finished all the stainless welding. Got all membrane fit up and welded out on new tubes.

continued fitting up channel iron frame work for new casing

Optional Work Codes:

- A. Boiler Cleaning Labor 60-0099-0024
- B. Boiler Hydro 60-0100-0100
- C. Casing Demo 60-0100-0010
- D. Casing Install 60-0100-0011
- E. Expand Tubes 60-0100-0028
- F. Expansion Joints 60-0041-0650
- G. General Inspection/Diagnostic 01-0052-0001
- H. Mud Drum Coil Installation 60-0100-0053
- I. Piping Fab & Install 15-0230-0001
- J. Plant Support 15-0510-9997
- K. Refractory 15-0510-0132
- L. Safety Training 01-0270-0003
- M. Steam Drum Internals 60-0100-0002
- N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

job Completed?  
(Yes/No)  
Sundays are Double Time

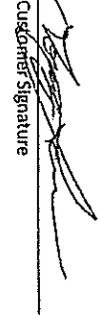


WEEK ENDING: 11/19/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: city of coffeyville coffeyville ks  
PREPARER: nick cash

WORK DATE: 11/17/2016

DAY: MONDAY

SHIFT: 1

Customer Approved & Comments:  
Customer Signature: 

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	PH>	Mob & Demob 01-0350-0001	Boiler Tube Demo 60-0100-0021	Boiler Tube Install 60-0100-0025	Boiler Tube Repair 60-0100-0028	Code Piping & Valve & Fitting 15-0100-0001	MEMBRANE WALL TUBES 60-0010-0231	expansion joints 60-0041-0650	casing install 60-0100-0011	Project Delays 01-1300-1320	TOTAL	ST	X	TRUCK #	MILEAGE RATE	REMARKS (absent/hoic rate/dyoff/etc)
22502	CASH NICK	BMGF	ST										8.00		X			PERSONAL TRUCK
			OT										2.50					
97243	HUNTER EDWARD	BMJ	ST			3							8.00		X			
			OT			2							2.00					
61779	TURLEY ROB	BMJ	ST										8.00		X			
			OT										2.00					
08033	CLEMONS ZACK	BMJ	ST										8.00		X			
			OT										2.00					
			ST															
			OT															
			ST															
			OT															
			ST															
			OT															
			ST															
			OT															
			ST															
			OT															

job completers  
(Yes / No)  
Sundays are Double Time

REMARKS (include instruction from customer, purchases & materials received, subcontractors on site, rental equipment & major tools used):

GOT THE CHANNEL IRON FRAME WORK ALL TACKED UP AND READY TO WELD. ALSO GOT REST OF THE EXPANSION JOINT WELDED OUT. GOT THE DRUM HOOD READY TO START FITTING UP NEW SHROUD. ALSO GOT SAFETY VALVE PIPING WELDED IN AND SAFETY VALVE ON AND READY FOR HYDRO TOMORROW MORNING.

Optional Work Codes:

- A. Boiler Cleaning Labor 60-0099-0024
- B. Boiler Hydro 60-0100-0100
- C. Casing Demo 60-0100-0010
- D. Casing Install 60-0100-0011
- E. Expand Tubes 60-0100-0026
- F. Expansion Joints 60-0041-0650
- G. General Inspection/Diagnostic 01-0052-0001
- H. Mud Drum Coil Installation 60-0100-0053
- I. Piping Fab & Install 15-0230-0801
- J. Plant Support 15-0510-9997
- K. Refractory 15-0510-0132
- L. Safety Training 01-0270-0003
- M. Steam Drum Internals 60-0100-0002
- N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

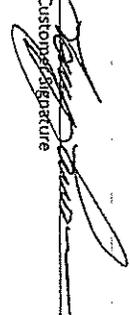
129.5  
9.5

WEEK ENDING: 11/13/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: city of cotleville cotleville ks  
PREPARER: nick cash

WORK DATE: 11/8/2016

DAY: TUESDAY

SHIFT: 1

Customer Approval & Comments:  
  
Customer Signature

Mob & Demob 01-0350-0001  
Boiler Tube Demo 60-0100-0021  
Boiler Tube Install 60-0100-0025  
Boiler Tube Repair 60-0100-0028  
Code Piping & Valve & Fitting 15-0100-0001  
MEMBRANE WALL TUBES 60-0010-0231  
expansion joints 60-0041-0650  
casing install 60-0100-0011  
Project Delays 01-1300-1320  
TOTAL  
Travel Time 01-0052-0020  
Per Diem 01-0052-0020  
Mileage 01-0052-0020  
Sundays are Double Time  
Job Completed? (Yes/No)  
PERSONAL TRUCK

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	PHS	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	ST	OT	REMARKS (absent/leave/relief/etc.)	
1	CASH NICK	BMGF	ST	8		8.00															
			OT	2.5		2.50															
2	HUNTER EDWARD	BMJ	ST	8		8.00															
			OT	2		2.00															
3	TURLEY ROB	BMJ	ST	8		8.00															
			OT	2		2.00															
4	CLEMONS IZACK	BMJ	ST	8		8.00															
			OT	2		2.00															
5			ST																		
			OT																		
6			ST																		
			OT																		
7			ST																		
			OT																		
8			ST																		
			OT																		
9			ST																		
			OT																		
10			ST																		
			OT																		

REMARKS (include instruction from customer; purchases & materials received; subcontractors on site; rental equipment & major tools used):

GOT THE SHROUD PIECES FIT UP AND STARTED TO WELD OUT. GOT ALL THE CHANNEL IF SEAMS WELDED AND GROUND FLUSH FOR SKIN CASING. HYDROED BOILER AT 600 PSI. C BOILER NO LEAKS.

- Optional Work Codes:
- A. Boiler Cleaning Labor 60-0099-0024
  - B. Boiler Hydro 60-0100-0100
  - C. Casing Demo 60-0100-0010
  - D. Casing Install 60-0100-0011
  - E. Expand Tubes 60-0100-0026
  - F. Expansion Joints 60-0041-0650
  - G. General Inspection/Diagnostic 01-0052-0001
  - H. Mud Drum Coil Installation 60-0100-0053
  - I. Piping Fab & Install 15-0230-0001
  - J. Plant Support 15-0510-9997
  - K. Refractory 15-0510-0132
  - L. Safety Training 01-0270-0003
  - M. Steam Drum Internals 60-0100-0002
  - N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

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179

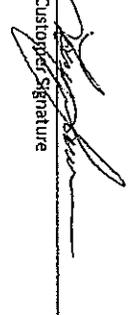
WEEK ENDING: 11/13/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: City of Coffeyville, Coffeyville, KS  
PREPARER: Dick Cash

WORK DATE: 11/9/2016

DAY: WEDNESDAY

SHIFT: 1

Customer Approval & Signature  
Comments:



FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	PH		ST	Total #	MILEAGE RATE	REMARKS (absent/outs, rate/eff/etc.)
			ST	OT				
1	CASH NICK	BMGF	8	2.5	8.00	2.50	X	PERSONAL TRUCK
2	HUNTER EDWARD	BMJ	8	2	8.00	2.00	X	
3	TURLEY ROB	BMJ	8	2	8.00	2.00	X	
4	CLEMONS ZACK	BMJ	8	2	8.00	2.00	X	
5								
6								
7								
8								
9								
10								

Mob & Demob 01-0350-0001  
Boiler Tube Demo 60-0100-0021  
Boiler Tube Install 60-0100-0025  
Boiler Tube Repair 60-0100-0028  
Code Piping & Valve & Fitting 15-0100-0001  
MEMBRANE WALL TUBES 60-0010-0023  
expansion joints 60-0041-0650  
casing install 60-0100-0017  
Project Delays 01-1300-1320  
TOTAL  
Travel Time 01-0052-0020  
Per Diem 01-0052-0020  
Mileage 01-0052-0020  
Sundays are Double Time  
100% Completed? (Yes/No)

REMARKS (include instruction from customer, purchases & materials received, subcontractors on site, rental equipment & major tools used):  
FIT UP OUTER CASING ON BOILER.

- Optional Work Codes:
- A. Boiler Cleaning Labor 80-0099-0024
  - B. Boiler Hydro 80-0100-0100
  - C. Casing Demo 60-0100-0010
  - D. Casing Install 60-0100-0011
  - E. Expand Tubes 60-0100-0026
  - F. Expansion Joints 80-0041-0650
  - G. General Inspection/Diagnostic 01-0052-0001
  - H. Mud Drum Coil Installation 60-0100-0053
  - I. Piping Fab & Install 15-0230-0001
  - J. Plant Support 15-0510-9997
  - K. Refractory 15-0510-0132
  - L. Safety Training 01-0270-0003
  - M. Steam Drum Internals 60-0100-0002
  - N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

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WEEK ENDING: 11/19/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: City of Coffeyville Coffeyville KS  
PREPARER: nick cash

WORK DATE: 11/10/2016

DAY: THURSDAY

SHIFT: 1

Customer Approval & Signature  
Comments:

*[Signature]*

Mob & Demob 01-0350-0001  
Boiler Tube Demo 60-0100-0021  
Boiler Tube Install 60-0100-0021  
Boiler Tube Repair 60-0100-0028  
Code Piping & Valve & Fitting 15-0100-0001  
MEMBRANE WALL TUBES 60-0010-0231  
expansion joints 60-0041-0650  
Casing Install 60-0100-0011  
Project Delays 01-1300-1320  
TOTAL  
Travel Time 01-0052-0020  
Per Diem 01-0052-0020  
Mileage 01-0052-0020

Job Completed?  
(Yes / No)

Sundays are Double Time

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	PH	ST	OT	Rate	ST	OT	Remarks
1	CASH NICK	BMGF	ST	8		8.00	X		PERSONAL TRUCK
			OT	2.5		2.50			
2	HUNTER EDWARD	BMJ	ST	8		8.00	X		
			OT	2		2.00			
3	TURLEY ROB	BMJ	ST	8		8.00	X		
			OT	2		2.00			
4	CLEMONS IZACK	BMJ	ST	8		8.00	X		
			OT	2		2.00			
5			ST						
			OT						
6			ST						
			OT						
7			ST						
			OT						
8			ST						
			OT						
9			ST						
			OT						
10			ST						
			OT						

REMARKS (Include instruction from customer, purchases & materials received, subcontractors on site, rental equipment & major tools used):

FINISHED FITTING UP ALL THE CASING AND ANGLE IRON STIFFENERS. STARTED WELDING OUTER CASING.

Optional Work Codes:

- A. Boiler Cleaning Labor 60-0099-0024
- B. Boiler Hydro 60-0100-0100
- C. Casing Demo 60-0100-0010
- D. Casing Install 60-0100-0011
- E. Expand Tubes 60-0100-0026
- F. Expansion Joints 60-0041-0650
- G. General Inspection/Diagnostic 01-0052-0001
- H. Mud Drum Coil Installation 60-0100-0053
- I. Piping Fab & Install 15-0230-0001
- J. Plant Support 15-0510-9997
- K. Retractory 15-0510-0132
- L. Safety Training 01-0270-0003
- M. Steam Drum Internals 60-0100-0002
- N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

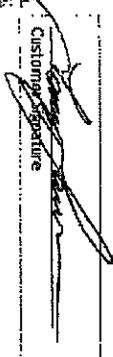
851  
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WEEK ENDING: 11/20/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: City of Coffeyville Coffeyville, Mo  
PREPARER: Nick Cash

WORK DATE: 11/14/2016

DAY: MONDAY

SHIFT: 1

Customer Approval & Comments: 

FILE #	EMPLOYEE (Last Name, First Name)	GRAFT	PHs		Mbb & Demob 01-0350-0001	Boiler Tube Demo 60-0100-0021	Boiler Tube Install 60-0100-0025	Boiler Tube Repair 60-0100-0028	Code Piping & Valve & Fitting 15-0100-0001	MEMBRANE WALL TUBES 60-0010-0031	expansion joints 60-0041-0650	casing install 60-0100-0011	Protect Delays 01-1300-1320	TOTAL	ST	X	TRUCK	MILEAGE RATE	REMARKS (Personal/Incar/Regulatory/Other)
			ST	OT															
1	CASH NICK	BMGF	8	2.5										3.00					PERSONAL TRUCK
2	HUNTER EDWARD	BMJ	8	2										2.50					HAD TO SEND HIM TO TINKER
3	TURLEY ROB	BMJ	8	2										0.01			X		EXCLUDED ABSENCE DR APPOINTMENT
4	CLEMONS IZACK	BMJ	8	2										2.00					
5			8	2										2.00					
6			8	2										2.00					
7			8	2										2.00					
8			8	2										2.00					
9			8	2										2.00					
10			8	2										2.00					

REMARKS (include instruction from customer, purchases & materials received, subcontractors on spec, rental equipment & major tools used):  
GOT ALL BUT ABOUT 15% OF THE NEW CASING WELDED OUT. ALSO WE REPLACED 6 VEN VALVES THAT THE PLANT ASKED US TO REPLACE (EXTRA)

- Optional Work Codes:
- A. Boiler Cleaning Labor 60-0099-0024
  - B. Boiler Hydro 60-0100-0100
  - C. Casing Demo 60-0100-6015
  - D. Casing Install 60-0100-0011
  - E. Expand Tubes 60-0100-0028
  - F. Expansion Joints 60-0041-0650
  - G. General Inspection/Diagnosis 01-0062-0001
  - H. Mini Drum Coil Installation 60-0100-0063
  - I. Piping Pab & Install 15-0230-0001
  - J. Plant Support 15-0510-9997
  - K. Refractory 15-0510-0132
  - L. Safety Training 01-0270-0003
  - M. Steam Drum Internal 60-0100-0002
  - N. Weld Membrane 60-0160-0027

(CONTINUE NOTES ON BACK)

WEEK ENDING: 11/20/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: City of Coffeyville Coffeyville, Mo  
PREPARER: Nick Cash

WORK DATE: 11/15/2016

DAY: TUESDAY

SHIFT: 1

Customer Signature:   
Approver's Comments:

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	PHD	Job Description										ST	Total #	MILEAGE RATE	REMARKS (Optional: Tools, Materials, etc.)	
				Mob & Demob 01-0350-0001	Boiler Tube Demo 60-0100-0021	Boiler Tube Install 60-0100-0025	Boiler Tube Repair 60-0100-0028	Code Piping & Valve & Fittings 15-0100-0001	MEMBRANE WALL TUBES 60-0010-0231	expansion joints 60-0041-0650	casing install 60-0100-0011	Project Delays 01-1300-1320	TOTAL					Travel Time 01-0052-0020
1	CASH NICK	BMGF	ST															
			OT															
			ST	4														
			OT	2.5														
2	HUNTER EDWARD	BMJ	ST															
			OT															
			ST	4														
			OT	2														
3	TURLEY ROB	BMJ	ST															
			OT															
			ST	4														
			OT	4														
			ST	4														
			OT	2														
4	CLEMONS ZACK	BMJ	ST															
			OT															
			ST	4														
			OT	2														
5			ST															
			OT															
			ST															
			OT															
6			ST															
			OT															
			ST															
			OT															
7			ST															
			OT															
			ST															
			OT															
8			ST															
			OT															
			ST															
			OT															
9			ST															
			OT															
			ST															
			OT															
10			ST															
			OT															

REMARKS (include instruction from customer, purchases & materials received, subcontractors on site, rental equipment & major tools used):  
FINISHED WELDING OUT THE CASING. STARTED ON PUTTING THE EXPANSION JOINTS ON

- Optical Work Codes:
- A. Boiler Cleaning Labor 60-0090-0024
  - B. Boiler Hydro 60-0100-0100
  - C. Casing Demo 60-0100-0010
  - D. Casing Install 60-0100-0011
  - E. Expand Tubes 60-0100-0025
  - F. Expansion Joints 60-0041-0650
  - G. General Inspection/Diagnostic 01-0062-0001
  - H. Mud Drum Coil Installation 60-0100-0053
  - I. Piping Fab & Install 15-0230-0001
  - J. Plant Support 16-0510-6697
  - K. Refractory 15-0510-0132
  - L. Safety Training 01-0270-0003
  - M. Steam Drum Parameters 60-0100-0002
  - N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)



WEEK ENDING: 1/20/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: City of Coffeyville, Coffeyville, Mo  
PREPARER: DEK CARL

WORK DATE: 1/17/2016

DAY: THURSDAY

SHEET: 1

Customer Signature  
Approved & Communicated

Mob & Demob 01-0350-0001  
Boiler Tube Demo 60-0100-0021  
Boiler Tube Install 60-0100-0025  
Boiler Tube Repair 60-0100-0028  
Code Piping & Valve Filing 15-0100-0001  
MEMBRANE WALL TUBES 60-0010-0031  
expansion joints 60-0041-0050  
gasing install 60-0100-0011  
Project Delays 01-1300-1330  
TOTAL  
Travel Time 01-0052-0020  
Per Diem 01-0052-0020  
Mileage 01-0052-0020  
Sundays are Double Time  
Job Completed (Y/N)  
Job Completed (Y/N)

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	HRS		MILEAGE RATE (Mileage/Rate/Rate)	REMARKS (Mileage/Rate/Rate)
			ST	OT		
1	CASH NICK	BMGF	8	2.5	8.00	PERSONAL TRUCK
2	HUNTER EDWARD	BMU	8		8.00	HAD TO SEND HIM TO TRUCKER
3	TURLEY ROB	BMU	2		2.00	
4	CLEMONS ZACK	BMU	8	2	8.00	
5					2.00	
6						
7						
8						
9						
10						

REMARKS (include instructions from customer, purchases & materials received, subcontractors on site, rental equipment & major tools used):

GOT THE INLET AND OUTLET SUPERHEAT EXPANSION JOINT VULCANIZED AND BOLTED U  
PLANT ASKE IF WE WOULD WELD A COUPLE NEW STUDS ON FOR A BOILER DOOR AND  
PUT SOME NEW K WOOL IN THE FIREBOX IN THE CORNERS. DID ALL OF THOSE THINGS AI  
STARTED TO DEMOBILIZE

- Optional Work Codes:
- A. Boiler Cleaning Labor 60-0099-0024
  - B. Boiler Hydro 60-0100-0100
  - C. Gasing Demo 60-0100-0010
  - D. Gasing Install 60-0100-0011
  - E. Expand Tubes 60-0100-0028
  - F. Expansion Joints 60-0041-0050
  - G. General Inspection/Diagnostic 01-0052-0001
  - H. Hot Drum Coil Installation 60-0100-0033
  - I. Piping Fab & Install 15-0230-0001
  - J. Plant Support 15-0510-9997
  - K. Refractory 15-0510-0132
  - L. Safety Training 01-0270-0003
  - M. Steam Drum Materials 60-0100-0002
  - N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)

WEEK ENDING: 11/20/2016  
JOB NUMBER: 212400  
CUSTOMER & LOCATION: City of Coffeyville Coffeyville KS  
PREPARED BY: Dick Cash

WORK DATE: 11/18/2016

DAY: FRIDAY

SHIFT: 1

Customer Approval & Comments: 

FILE #	EMPLOYEE (Last Name, First Name)	CRAFT	HOURS		TOTAL	MILEAGE RATE	REMARKS (Please Specify Mileage Deductions)	
			ST	OT				
1	CASH NICK	BMGF	8		8:00	2.5	X 145	PERSONAL TRUCK
2	HUNTER EDWARD	BMU						HAD TO SEND HIM TO THINKER
3	TURLEY ROB	BMU			8:00	2.5	X 145	LAY OFF
4	CLEMONS ZACK	BMU			8:00	2.5	X 145	LAY OFF
5								
6								
7								
8								
9								
10								
			ST					
			OT					
			TOTAL					

Mob & Demob 01-0350-0001  
Boiler Tube Demo 60-0100-0021  
Boiler Tube Install 60-0100-0025  
Boiler Tube Repair 60-0100-0028  
Code Piping & Valve & Fitting 15-0100-0001  
MEMBRANE WALL TUBES 60-0010-0231  
expansion joints 60-0041-0250  
casing install 60-0100-0011  
Project Delays 01-1300-1320  
TOTAL  
Travel Time 01-0052-0020  
Per Diem 01-0052-0020  
Mileage 01-0052-0020  
Sundays are Double Time  
Job Completed? (Yes/No)  
No

REMARKS (include instruction from customer; purchases & materials received; subcontractors on site; rental equipment & major tools used):

FINISHED LOADING GANG BOXES AND CLEANING JOB SITE UP. LOADED UP GANG BOXES.

JOB COMPLETE.

- Optional Work Codes:
- A. Boiler Cleaning Labor 60-0099-0024
  - B. Boiler Hydro 60-0100-0100
  - C. Casing Demo 60-0100-0010
  - D. Casing Install 60-0100-0011
  - E. Expand Tubes 60-0100-0026
  - F. Expansion Joints 60-0041-0250
  - G. General Inspection/Diagnostic 01-0052-0001
  - H. Mud Drum Coil Installation 60-0100-0053
  - I. Piping Fab & Install 15-0230-0001
  - J. Plant Support 15-0510-9987
  - K. Refractory 15-0510-0132
  - L. Safety Training 01-0270-0003
  - M. Steam Drum Internals 60-0330-0002
  - N. Weld Membrane 60-0100-0027

(CONTINUE NOTES ON BACK)





ASSOCIATED MECHANICAL INC  
 MATERIAL REPORT

Vendor	Invoice	Date	Amount	Billing Amount
Advanced Flexible Systems Inc	9471	10/17/2016	1,941.95	2,131.95
Airgas USA LLC	9056343635	10/13/2016	195.61	212.07
Airgas USA LLC	9056766967	10/27/2016	47.30	52.03
Airgas USA LLC	9056802305	10/27/2016	293.23	319.46
Airgas USA LLC	9056802306	10/27/2016	3.66	4.03
Airgas USA LLC	9056860069	10/28/2016	125.83	138.41
Airgas USA LLC	9057009577	11/2/2016	95.96	102.46
Airgas USA LLC	9057009578	11/2/2016	5.10	5.61
Airgas USA LLC	9057101559	11/4/2016	117.03	128.73
Airgas USA LLC	9057159208	11/7/2016	126.93	139.62
Airgas USA LLC	9057204016	11/8/2016	48.40	53.24
Airgas USA LLC	9057430834	11/29/2016	29.30	32.23
Airgas USA LLC	9940292456	11/18/2016	57.22	62.45
Ferris Kimball Company LLC	24953	11/8/2016	250.70	275.77
Ferris Kimball Company LLC	24962	11/8/2016	16,223.97	17,846.37
Insko Industries	1015041	11/22/2016	12,792.00	14,071.20
MKS Pipe and Valve Co	1322140	11/15/2016	94.90	104.39
Penn Tool	11026488	10/20/2016	947.80	1,106.95
Penn Tool	11027205	11/18/2016	660.00	786.89
Penn Tool	11027268	11/22/2016	240.30	262.30
Potts Welding and Boiler Repair Co	984889	11/3/2016	11,190.00	12,309.00
Potts Welding and Boiler Repair Co	984897	11/4/2016	2,777.76	3,055.54
Royal Metal Industries Inc	236890	10/7/2016	1,294.00	1,423.40
Royal Metal Industries Inc	237679	10/20/2016	1,441.06	1,585.17
Royal Metal Industries Inc	238069	10/26/2014	441.00	485.10
Wil-Clair Sheet Metal LLC	16-1713A	11/4/2016	1,355.00	1,490.50
Wil-Clair Sheet Metal LLC	16-1713B	11/11/2016	3,162.85	3,479.14
Fuel				829.96
Credit Card Purchases				1,971.42
Plasma Cutter Rental	Per Month			300.00
Welder Rental x2	Per Month			650.00

65,415.38

Advanced Flexible Systems, Inc.  
P.O. Box 14156  
Charleston, SC 29422-4156

OCT 25 2016

# Invoice

DATE	INVOICE #
10/17/2016	9471

<b>BILL TO</b>
Associated Mechanical, Inc. PO BOX 2448 SHAWNEE MISSION, KS 66201

<b>SHIP TO</b>
ASSOCIATED MECHANICAL, INC. 15705 S. US 169 HWY OLATHE, KS. 66062

P.O. NUMBER	TERMS	REP	SHIP DATE	SHIP VIA	F.O.B.	FREIGHT
212400RC4	Net 30	D&A	10/17/2016	UPS-GROUND	FACTORY	PPD/ADD

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	JOINT-FABRIC	JOINT-FABRIC CO-08-FL 13" FBW x 36'-0" OPEN ENDED, NO HOLES	1,292.00	1,292.00
2	JOINT-FABRIC	JOINT-FABRIC CO-08-FL 21" DIA x 5 1/2" WIDE OPEN ENDED, NO HOLES	304.00	608.00
3	SPLKIT - TC	SPLICE KIT FOR COMPOSITE BELT W/FLOUROPOLY. COVER	0.00	0.00
1	Freight	Freight	41.95	41.95

Job No. 212400-RC-4  
Credit Code \_\_\_\_\_  
Category \_\_\_\_\_  
Phase \_\_\_\_\_  
Approval: [Signature]

<b>Total</b>			\$1,941.95
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Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

# STANDARD INVOICE

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
10/13/2016	1537498	9056343635	11/12/2016	\$ 195.61

SOLD BY AIRGAS USA, LLC (C066) 21 2016  
210 E 10TH ST  
COFFEYVILLE KS 67337-6502  
620-251-1430

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14180 1 AB 0.399 T57 AADC640 PL2 S296

BILL TO JOLYNN LOCKE  
ASSOCIATED MECHANICAL INC  
PO BOX 2448  
MISSION KS 66201-2448



014180  
3

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:



Airgas USA, LLC  
PO BOX 676015  
DALLAS TX 75267-6015

15374981905634363500000195616

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

ORDER NO.	INVOICE NO.	INVOICE DATE	SOLD TO NO.	SOLD TO NAME				
1051912302	9056343635	10/13/2016	1537498	ASSOCIATED MECHANICAL INC				
PO / RELEASE		ORDERED BY		SHIP VIA	PAYMENT TERMS	ORDER DATE		
212400NC1		NICK 913-428-6650		ARGTRK	NET 30	10/12/2016		
DELIVERY NO. / DESCRIPTION	MATERIAL NUMBER	QTY SHIP'D	UOM	QTY B/O	CYLINDER SHPD. RETD.	UNIT PRICE	UOM	AMOUNT
8057008454 OX 200		4	CL			16.56	CL	66.24 N
OXYGEN INDUSTRIAL 200 CGA 540		(Vol: 1004 FT3)						
8057008454 AC 4		2	CL			36.98	HH	98.37 N
ACETYLENE IND #4 CGA 510		(Vol: 266 FT3)						
Delivery Flat Fee						Sale subtotal:		164.61
								31.00

Job No. 212400  
 Credit Code \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_  
 Zip \_\_\_\_\_

AMOUNT	195.61
--------	--------



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

SHIP TO: 2853571  
ASSOCIATED MECHANICAL INC  
605 SANTA FE ST  
COFFEYVILLE KS 67337-6343

### FOR WIRE TRANSFER PAYMENTS

Airgas USA, LLC  
Acct No 8606074174  
PNC Bank, ABA No 031000053

For change of address  
email to: [cdiv.return.mail@airgas.com](mailto:cdiv.return.mail@airgas.com)  
or call 855-470-2666



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

NOV 3 2016

# STANDARD INVOICE

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
10/26/2016	1537498	9056766967	11/25/2016	\$ 47.30

SOLD BY AIRGAS USA, LLC (C066)  
210 E 10TH ST  
COFFEYVILLE KS 67337-6502  
620-251-1430

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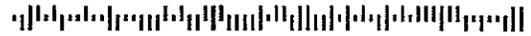
5438 1 MB 0.419 T19 MAAD296 PL1 S296

BILL TO JOLYNN LOCKE  
ASSOCIATED MECHANICAL INC  
PO BOX 2448  
MISSION KS 66201-2448



005438  
3

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PO BOX 676015  
DALLAS TX 75267-6015

15374981905676696700000047300

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

ORDER NO.	INVOICE NO.	INVOICE DATE	SOLD TO NO.	SOLD TO NAME					
1052329182	9056766967	10/26/2016	1537498	ASSOCIATED MECHANICAL INC					
PO / RELEASE		ORDERED BY	SHIP VIA	PAYMENT TERMS	ORDER DATE				
212400-nc-3		nick cash	CUFU	NET 30	10/26/2016				
DELIVERY NO. / DESCRIPTION	MATERIAL NUMBER	QTY SHIP'D	UOM	QTY B/O	CYLINDER SHPD RETD	UNIT PRICE	UOM	AMOUNT	
8057438952	MOL6900	100	PR			0.22	PR	22.00	
ERPG FM PURA-FIT DSPBL CRDD NRR-33									
8057438952	PFR45469	5	EA			5.06	EA	25.30	
FLAP WHEEL 1 1/2X1X1/4 60GR ZA Z-COOL									
Sale subtotal:									47.30

Job No. 212400  
Cust Code \_\_\_\_\_  
Category C 0208  
Date \_\_\_\_\_  
Approval: ISC

AMOUNT 47.30



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

SHIP TO: 2853571  
ASSOCIATED MECHANICAL INC  
605 SANTA FE ST  
COFFEYVILLE KS 67337-6343

**FOR WIRE TRANSFER PAYMENTS:**

Airgas USA, LLC  
Acct No 8606074174  
PNC Bank, ABA No 031000053

For change of address  
email to: [cdiv.return.mail@airgas.com](mailto:cdiv.return.mail@airgas.com)  
or call 855-470-2666



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

# STANDARD INVOICE

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
10/27/2016	1537498	9056802305	11/26/2016	\$ 293.23

NOV 3 2016

SOLD BY AIRGAS USA, LLC (C066)  
210 E 10TH ST  
COFFEYVILLE KS 67337-6502  
620-251-1430

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MISSION KS 66201-2448



014481  
3



Airgas USA, LLC  
PO BOX 676015  
DALLAS TX 75267-6015

15374981905680230500000293231

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

ORDER NO.	INVOICE NO.	INVOICE DATE	SOLD TO NO.	SOLD TO NAME					
1052259626	9056802305	10/27/2016	1537498	ASSOCIATED MECHANICAL INC					
PO / RELEASE		ORDERED BY		SHIP VIA		PAYMENT TERMS		ORDER DATE	
212400-NC-2		NICK CASH		ARGTRK		NET 30		10/24/2016	
DELIVERY NO. / DESCRIPTION	MATERIAL NUMBER	QTY SHIP'D	UOM	QTY B/O	CYLINDER		UNIT PRICE	UOM	AMOUNT
					SHIP'D	RETD.			
8057458043 INM 2.5 % CD/7.5 % AR/HE 300	GG HBTRI300	1	CL		1		117.03	CL	117.03 N
(Vol: 285 FT3)									
8057458043 INM 25 % CD/AR 300	AR CD25300	3	CL		3		48.40	CL	145.20 N
(Vol: 1128 FT3)									
Delivery Flat Fee							Sale subtotal:		262.23
									31.00

212400  
C-0008  
NC

AMOUNT	293.23
--------	--------



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

SHIP TO: 2853571  
ASSOCIATED MECHANICAL INC  
605 SANTA FE ST  
COFFEYVILLE KS 67337-6343

**FOR WIRE TRANSFER PAYMENTS**  
Airgas USA, LLC  
Acct No 8606074174  
PNC Bank, ABA No 031000053

For change of address  
email to: [cdiv.return.mail@airgas.com](mailto:cdiv.return.mail@airgas.com)  
or call 855-470-2666



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

# STANDARD INVOICE

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
10/27/2016	1537498	9056802306	11/26/2016	\$ 26.15

SOLD BY AIRGAS USA, LLC (C066)  
210 E 10TH ST  
COFFEYVILLE KS 67337-6502  
620-251-1430

REC  
NOV 3 2016  
BY:

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PO BOX 676015  
DALLAS TX 75267-6015

BILL TO JOLYNN LOCKE  
ASSOCIATED MECHANICAL INC  
PO BOX 2448  
MISSION KS 66201-2448



014481  
3

15374981905680230600000026151

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

ORDER NO.	INVOICE NO.	INVOICE DATE	SOLD TO NO.	SOLD TO NAME					
1052380285	9056802306	10/27/2016	1537498	ASSOCIATED MECHANICAL INC					
PO / RELEASE	ORDERED BY	SHIP VIA	PAYMENT TERMS	ORDER DATE					
212400nc4	nick cash 913-428-6650	CUPU	NET 30	10/27/2016					
DELIVERY NO. / DESCRIPTION	MATERIAL NUMBER	QTY SHIP'D	UOM	QTY B/O	CYLINDER SHPD	RET'D	UNIT PRICE	UOM	AMOUNT
8057494700 NZL GEL 16OZ NON-TOXIC NO SLCN/HYCRBNS	RAD64000120	1	EA				3.66	EA	3.66 T
8057494700 PLIR WELDERHELPER 8-WAY MIG	RAD64002351	3	EA				7.38	EA	<del>22.14</del> N
Sale subtotal:									25.80
Sales Tax:									0.35
<b>AMOUNT</b>									<b>26.15</b>

Inv No. 212400  
ST - 22.14  
C - 3.66 TX - 0.35 = 0004



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

SHIP TO: 2853571  
ASSOCIATED MECHANICAL INC  
605 SANTA FE ST  
COFFEYVILLE KS 67337-6343

**FOR WIRE TRANSFER PAYMENTS**

Airgas USA, LLC  
Acct No 8606074174  
PNC Bank, ABA No 031000053

For change of address  
email to: [cdiv.return.mail@airgas.com](mailto:cdiv.return.mail@airgas.com)  
or call 855-470-2666



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

# STANDARD INVOICE

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
10/28/2016	1537498	9056860069	11/27/2016	\$ 125.83

NOV 8 2016

SOLD BY AIRGAS USA, LLC (C066)  
210 E 10TH ST  
COFFEYVILLE KS 67337-6502  
620-251-1430

### Manage Your Account Online

Pay invoices, review order history, track shipping, and more!

Go to: [airgas.com/onlinebillpay](http://airgas.com/onlinebillpay)

We accept



**PLEASE MAKE CHECKS PAYABLE AND REMIT TO:**



BILL TO JOLYNN LOCKE  
ASSOCIATED MECHANICAL INC  
PO BOX 2448  
MISSION KS 66201-2448



006070  
3

Airgas USA, LLC  
PO BOX 676015  
DALLAS TX 75267-6015

15374981905686006900000125832

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

ORDER NO.	INVOICE NO.	INVOICE DATE	SOLD TO NO.	SOLD TO NAME					
1052428715	9056860069	10/28/2016	1537498	ASSOCIATED MECHANICAL INC					
PO / RELEASE		ORDERED BY		SHIP VIA		PAYMENT TERMS		ORDER DATE	
212400-NC-5		NICK CASH 913-428-6650		CUPU		NET 30		10/28/2016	
DELIVERY NO. / DESCRIPTION	MATERIAL NUMBER	QTY SHIP'D	UOM	QTY B/O	CYLINDER		UNIT PRICE	UOM	AMOUNT
					SHIP'D	RETD			
8057546765	RAD64004182	33	LB				1.61	LB	53.13 N
WIRE MIG ER70S-6 .035" P/3 S-6 11LB SO									
8057546765	MIL216326	5	EA				1.78	EA	8.90 N
CVR LENS									
8057546765	MIL216327	5	EA				1.34	EA	6.70 N
CVR LENS 4-3/16X2.5									
8057546765	PFR45461	10	EA				5.71	EA	57.10 N
WHEEL FLP MTD A/O 2X1X1/4 40 GRIT									
Sale subtotal:									125.83

212400  
C- DECS  
PC

AMOUNT	125.83
--------	--------



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

SHIP TO: 2853571  
ASSOCIATED MECHANICAL INC  
605 SANTA FE ST  
COFFEYVILLE KS 67337-6343

**FOR WIRE TRANSFER PAYMENTS**

Airgas USA, LLC  
Acct No 8606074174  
PNC Bank, ABA No 031000053

For change of address  
email to: [cdiv.return.mail@airgas.com](mailto:cdiv.return.mail@airgas.com)  
or call 855-470-2666



# STANDARD INVOICE

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
11/02/2016	1537498	9057009577	12/02/2016	\$ 95.96

NOV 8 2016

SOLD BY AIRGAS USA, LLC (C066)  
210 E 10TH ST  
COFFEYVILLE KS 67337-6502  
620-251-1430

**Manage Your Account Online**  
Pay invoices, review order history, track shipping, and more!  
Go to: [airgas.com/onlinebillpay](http://airgas.com/onlinebillpay)  
We accept **VISA**



**PLEASE MAKE CHECKS PAYABLE AND REMIT TO:**

5725 1 MB 0.419 T19 MAAD296 PL1 S296  
BILL TO JOLYNN LOCKE  
ASSOCIATED MECHANICAL INC  
PO BOX 2448  
MISSION KS 66201-2448  
 005725  
3



Airgas USA, LLC  
PO BOX 676015  
DALLAS TX 75267-6015

15374981905700957700000095962

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

ORDER NO.	INVOICE NO.	INVOICE DATE	SOLD TO NO.	SOLD TO NAME					
1052503094	9057009577	11/02/2016	1537498	ASSOCIATED MECHANICAL INC					
PO / RELEASE		ORDERED BY		SHIP VIA	PAYMENT TERMS	ORDER DATE			
212400-NC-6		NICK CASH 913-428-6650			NET 30	11/01/2016			
DELIVERY NO. / DESCRIPTION	MATERIAL NUMBER	QTY SHIP'D	UOM	QTY B/O	CYLINDER		UNIT PRICE	UOM	AMOUNT
					SHIP'D	RETD.			
8057627203	OX 200	1	CL		1	3	16.56	CL	16.56 N
	OXYGEN INDUSTRIAL 200 CGA 540 (Vol: 251 FT3)								
8057627203	AR CD25300	1	CL		1	1	48.40	CL	48.40 N
	INM 25 % CD/AR 300 (Vol: 376 FT3)								
	CY-AC 4	0				1			0.00
Delivery Flat Fee									Sale subtotal: 64.96
									31.00

212400  
C - 0008  
JC

AMOUNT	95.96
--------	-------



SHIP TO: 2853571  
ASSOCIATED MECHANICAL INC  
605 SANTA FE ST  
COFFEYVILLE KS 67337-6343

**FOR WIRE TRANSFER PAYMENTS**  
Airgas USA, LLC  
Acct No 8606074174  
PNC Bank, ABA No 031000053

For change of address  
email to: [cdiv.return.mail@airgas.com](mailto:cdiv.return.mail@airgas.com)  
or call 855-470-2666



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

# STANDARD INVOICE

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
11/02/2016	1537498	9057009578	12/02/2016	\$ 5.10

NOV 8 2016

SOLD BY AIRGAS USA, LLC (C066)  
210 E 10TH ST  
COFFEYVILLE KS 67337-6502  
620-251-1430

### Manage Your Account Online

Pay invoices, review order history, track shipping, and more!

Go to: [airgas.com/onlinebillpay](http://airgas.com/onlinebillpay)

We accept



**PLEASE MAKE CHECKS PAYABLE AND REMIT TO:**



Airgas USA, LLC  
PO BOX 676015  
DALLAS TX 75267-6015

BILL TO JOLYNN LOCKE  
ASSOCIATED MECHANICAL INC  
PO BOX 2448  
MISSION KS 66201-2448



005725  
3

15374981905700957800000005109

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

ORDER NO.	INVOICE NO.	INVOICE DATE	SOLD TO NO.	SOLD TO NAME					
1052564596	9057009578	11/02/2016	1537498	ASSOCIATED MECHANICAL INC					
PO / RELEASE		ORDERED BY		SHIP VIA	PAYMENT TERMS	ORDER DATE			
212400-NC-7				CUFU	NET 30	11/02/2016			
DELIVERY NO. / DESCRIPTION	MATERIAL NUMBER	QTY SHIP'D	UOM	QTY B/O	CYLINDER		UNIT PRICE	UOM	AMOUNT
					SHIP'D	RETD			
8057691732 TIP MIG 14-35 .035" CU TWECO 5EA	RAD64002672	2	PK				2.55	PK	5.10 N
Sale subtotal:									5.10

212400

C - 0008

PC

AMOUNT 5.10



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

SHIP TO: 2853571  
ASSOCIATED MECHANICAL INC  
605 SANTA FE ST  
COFFEYVILLE KS 67337-6343

**FOR WIRE TRANSFER PAYMENTS**

Airgas USA, LLC  
Acct No 8606074174  
PNC Bank, ABA No 031000053

For change of address  
email to: [cdiv.return.mail@airgas.com](mailto:cdiv.return.mail@airgas.com)  
or call 855-470-2666





Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

NOV 15 2016

# STANDARD INVOICE

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
11/07/2016	1537498	9057159208	12/07/2016	\$ 126.93

SOLD BY AIRGAS USA, LLC (C066)  
210 E 10TH ST  
COFFEYVILLE KS 67337-6502  
620-251-1430

### Manage Your Account Online

Pay invoices, review order history, track shipping, and more!

Go to: [airgas.com/onlinebillpay](http://airgas.com/onlinebillpay)

We accept



**PLEASE MAKE CHECKS PAYABLE AND REMIT TO:**



BILL TO JOLYNN LOCKE  
ASSOCIATED MECHANICAL INC  
PO BOX 2448  
MISSION KS 66201-2448



006609  
3

Airgas USA, LLC  
PO BOX 676015  
DALLAS TX 75267-6015

15374981905715920800000126931

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

ORDER NO.	INVOICE NO.	INVOICE DATE	SOLD TO NO.	SOLD TO NAME				
1052330000	9057159208	11/07/2016	1537498	ASSOCIATED MECHANICAL INC				
PO / RELEASE		ORDERED BY		SHIP VIA	PAYMENT TERMS	ORDER DATE		
212400-NC-9		NICK CASH 913-428-6650		CUPU	NET 30	10/26/2016		
DELIVERY NO. / DESCRIPTION	MATERIAL NUMBER	QTY SHIP'D	UOM	QTY B/O	CYLINDER SHPD RETD	UNIT PRICE	UOM	AMOUNT
8057758874 WIRE MIG	RAD64004182 ER70S-6 .035" P/3 S-6 11LB SO	33	LB			1.61	LB	53.13 N
8057758874 WIRE TIG	M0809380SB6T ER80S-B6 3/32X36	10	LB			7.38	LB	73.80 N
Sale subtotal:								126.93

Job No. 212400  
 Cust Code 0808  
 Category C  
 Project NC

AMOUNT	126.93
--------	--------



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

SHIP TO: 2853571  
ASSOCIATED MECHANICAL INC  
605 SANTA FE ST  
COFFEYVILLE KS 67337-6343

**FOR WIRE TRANSFER PAYMENTS**  
Airgas USA, LLC  
Acct No 8606074174  
PNC Bank, ABA No 031000053

For change of address  
email to: [cddiv.return.mail@airgas.com](mailto:cddiv.return.mail@airgas.com)  
or call 855-470-2666



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

# STANDARD INVOICE

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
11/08/2016	1537498	9057204016	12/08/2016	\$ 48.40

SOLD BY AIRGAS USA, LLC (C066) NOV 15 2016  
210 E 10TH ST  
COFFEYVILLE KS 67337-6502  
620-251-1430

### Manage Your Account Online

Pay invoices, review order history, track shipping, and more!

Go to: [airgas.com/onlinebillpay](http://airgas.com/onlinebillpay)

We accept



**PLEASE MAKE CHECKS PAYABLE AND REMIT TO:**



Airgas USA, LLC  
PO BOX 676015  
DALLAS TX 75267-6015

BILL TO JOLYNN LOCKE  
ASSOCIATED MECHANICAL INC  
PO BOX 2448  
MISSION KS 66201-2448



005563  
3

15374981905720401600000048409

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

ORDER NO.	INVOICE NO.	INVOICE DATE	SOLD TO NO.	SOLD TO NAME				
1052735112	9057204016	11/08/2016	1537498	ASSOCIATED MECHANICAL INC				
PO / RELEASE		ORDERED BY	SHIP VIA	PAYMENT TERMS	ORDER DATE			
212400-NC-10			CUPU	NET 30	11/08/2016			
DELIVERY NO. / DESCRIPTION	MATERIAL NUMBER	QTY SHIP'D	UOM	QTY B/O	CYLINDER SHPD RETD	UNIT PRICE	UOM	AMOUNT
8057871362 INM 25 % CD/AR 300 (Vol: 376 FT3)	AR CD25300	1	CL	1	1	48.40	CL	48.40 N
Sale subtotal:								48.40

*Handwritten notes:*  
212400  
C  
NC

AMOUNT	48.40
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Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

SHIP TO: 2853571  
ASSOCIATED MECHANICAL INC  
605 SANTA FE ST  
COFFEYVILLE KS 67337-6343

**FOR WIRE TRANSFER PAYMENTS**  
Airgas USA, LLC  
Acct No 8606074174  
PNC Bank, ABA No 031000053

For change of address  
email to: [cdiv.return.mail@airgas.com](mailto:cdiv.return.mail@airgas.com)  
or call 855-470-2666



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

# STANDARD INVOICE

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
11/15/2016	1537498	9057430834	12/15/2016	\$ 29.30

SOLD BY AIRGAS USA, LLC (C066)  
210 E 10TH ST  
COFFEYVILLE KS 67337-6502  
620-251-1430

### Manage Your Account Online

Pay invoices, review order history, track shipping, and more!

Go to: [airgas.com/onlinebillpay](http://airgas.com/onlinebillpay)

We accept



**PLEASE MAKE CHECKS PAYABLE AND REMIT TO:**



5069 1 MB 0.419 T19 MAAD296 PL1 S296  
BILL TO JOLYNN LOCKE  
ASSOCIATED MECHANICAL INC  
PO BOX 2448  
MISSION KS 66201-2448

Airgas USA, LLC  
PO BOX 676015  
DALLAS TX 75267-6015

005069  
3

15374981905743083400000029302

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

ORDER NO.	INVOICE NO.	INVOICE DATE	SOLD TO NO.	SOLD TO NAME					
1052931160	9057430834	11/15/2016	1537498	ASSOCIATED MECHANICAL INC					
PO / RELEASE		ORDERED BY		SHIP VIA	PAYMENT TERMS	ORDER DATE			
212400-NC-11		NICK CASH		CUPU	NET 30	11/15/2016			
DELIVERY NO. / DESCRIPTION	MATERIAL NUMBER	QTY SHIP'D	UOM	QTY B/O	CYLINDER		UNIT PRICE	UOM	AMOUNT
					SHIP'D	RETD			
8058073028 BUR SG-5DC	RAD64006918	1	EA				15.35	EA	15.35 N
8058073028 BUR SL-4DC	RAD64006921	1	EA				13.95	EA	13.95 N
Sale subtotal:									29.30

Job No. 212400  
 Date 11/15/16  
 Qty 2  
 UOM EA

NOV 22 2016

AMOUNT	29.30
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Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

SHIP TO: 2853571  
ASSOCIATED MECHANICAL INC  
605 SANTA FE ST  
COFFEYVILLE KS 67337-6343

**FOR WIRE TRANSFER PAYMENTS**

Airgas USA, LLC  
Acct No 8606074174  
PNC Bank, ABA No 031000053

For change of address  
email to: [cddiv.return.mail@airgas.com](mailto:cddiv.return.mail@airgas.com)  
or call 855-470-2666



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

# CYLINDER RENTAL INVOICE

INVOICE DATE	PAYER	INVOICE NO.	DUE DATE	PAY THIS AMOUNT
10/31/2016	1537498	9940292456	11/30/2016	\$ 57.22

NOV 8 2016

SOLD BY AIRGAS USA, LLC  
210 E 10TH ST  
COFFEYVILLE KS 67337-6502  
620-251-1430

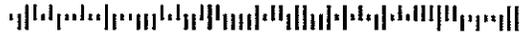
### Manage Your Account Online

Pay invoices, review order history, track shipping, and more!

Go to: [airgas.com/onlinebillpay](http://airgas.com/onlinebillpay)

We accept

**PLEASE MAKE CHECKS PAYABLE AND REMIT TO:**



Airgas USA, LLC  
PO BOX 676015  
DALLAS TX 75267-6015

BILL TO JOLYNN LOCKE  
ASSOCIATED MECHANICAL INC  
PO BOX 2448  
MISSION KS 66201-2448



063571  
3

15374981994029245600000057227

TO ENSURE PROPER CREDIT, PLEASE RETURN THE UPPER PORTION WITH YOUR REMITTANCE. FOR QUESTIONS ON YOUR ACCOUNT PLEASE CALL: 1-855-470-2666

INVOICE NO.	SOLD TO NUMBER	SHIP TO	INVOICE DATE	RENTAL PURCHASE ORDER NO.	TERMS					
9940292456	1537498	2853571	10/31/2016	RENT	NET 30					
MATERIAL / DESCRIPTION DOCUMENT / DATE	BEG BAL	SHIP	RETURN	ADJ	END BAL	LEASES	SUBJECT TO RENT	NET DAYS	RATE	PRICE
RRCYLILG-AC - Rent Cyl Ind Large Acetylene	0	2	0	0	2	0	2	38	\$0.34/DAY	\$12.92 T
CY-AC 4 - CYL ACETYLENE IND #4 CGA 510	0	2	0	0	2					
8057008454 - 10/13/2016		2	0	0			PO : 212400NC1			
RRCYLILG-AR - Rent Cyl Ind Large Argon	0	3	0	0	3	0	3	15	\$0.34/DAY	\$5.10 T
CY-AR CD25300 - CYL INM 25 % CD/AR 300	0	3	0	0	3					
8057458043 - 10/27/2016		3	0	0			PO : 212400-NC-2			
RRCYLILG-HE - Rent Cyl Ind Large Helium	0	1	0	0	1	0	1	5	\$0.34/DAY	\$1.70 T
CY-GG HBTRI300 - CYL INM 2.5 % CD/7.5 % AR/HE 300	0	1	0	0	1					
8057458043 - 10/27/2016		1	0	0			PO : 212400-NC-2			
RRCYLILG-OX - Rent Cyl Ind Large Oxygen	0	4	0	0	4	0	4	76	\$0.34/DAY	\$25.84 T
CY-OX 200 - CYL OXYGEN INDUSTRIAL 200 CGA 540	0	4	0	0	4					
8057008454 - 10/13/2016		4	0	0			PO : 212400NC1			
Loss Of Use Fee								134	\$0.05/DAY	\$6.70 T
										\$52.26
Job No. <u>212440</u>										
Cost Code _____										
Category <u>E</u>										
Phone <u>AJC</u>										
Sales Tax: _____										4.96

**Important:** See the Notice Regarding Cylinder Rentals/Leases and Responsibility on the Reverse side of this form. You will be deemed to have accepted the provisions in the said Notice as part of the contractual arrangements between you and us, unless you reject such provisions by written advice to us within (15) days after the date of this document.

AMOUNT	\$ 57.22
--------	----------

**FOR WIRE TRANSFER PAYMENTS**

Airgas USA, LLC  
Acct No 8606074174  
PNC Bank, ABA No 031000053

For change of address  
email to: [cdlv.return.mail@airgas.com](mailto:cdlv.return.mail@airgas.com)  
or call 855-470-2666



Airgas USA, LLC  
PO Box 1152  
Tulsa, OK 74101

SHIP TO: 2853571  
ASSOCIATED MECHANICAL INC  
605 SANTA FE ST  
COFFEYVILLE KS 67337-6343



Ferris Kimball Company, LLC

# Ferris Kimball Company LLC

6900 Foxridge Drive  
Mission, KS 66202

# Invoice

Date	Invoice #
11/8/2016	24953

Bill To
Associated Mechanical, Inc. PO Box 2448 Shawnee Mission, KS 66201 <div style="text-align: center; border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;">NOV 15 2016</div>

Ship To

P.O. No.	Terms	Ship Date	Ship Via	FOB	Prepaid or Collect
212400-NC1	Net 30	11/4/2016	Customer	Mission, KS	n/a
Qty	Description			Rate	Amount
2	1" Kaowool Blanket S 8# Density (50SF)			125.35	250.70
Job No. <u>212400</u> Order # <u>15-0510-0132</u> Category <u>m</u> Phase _____ Amount <u>NC</u>					
FOR YOUR CONVENIENCE VISA AND MASTERCARD ARE ACCEPTED				<b>Subtotal</b>	\$250.70
				<b>Sales Tax (0.0%)</b>	\$0.00
Phone #	Fax #	Web Site		<b>Total</b>	\$250.70
913-281-3022	913-281-1358	www.fkimballco.com			

F - NK



# Ferris Kimball Company LLC

6900 Foxridge Drive  
Mission, KS 66202

# Invoice

Date	Invoice #
11/8/2016	24962

Bill To
Associated Mechanical, Inc. PO Box 2448 Shawnee Mission, KS 66201 NOV 15 2016

Ship To
Coffeyville Electric Department 605 Santa Fe St Coffeyville, KS 67337

P.O. No.	Terms	Ship Date	Ship Via	FOB	Prepaid or Collect
212400RC1	Net 30	10/26/2016	Old Dominion	Mission, KS	Prepaid
Qty	Description		Rate	Amount	
	Material and Labor to install refractory in Superheater of Nebraska Boiler per our quotation dated 9/29/16.		21,905.00	21,905.00	
	Less savings on material and labor.		-5,681.03	-5,681.03	
Job No. <u>212400 - RC-1</u> _____ _____ _____ _____					
FOR YOUR CONVENIENCE VISA AND MASTERCARD ARE ACCEPTED				<b>Subtotal</b>	\$16,223.97
				<b>Sales Tax (0.0%)</b>	\$0.00
Phone #	Fax #	Web Site		<b>Total</b>	\$16,223.97
913-281-3022	913-281-1358	www.fkimballco.com			



**Insulation & Coating Contractors**

WWW.INSKOIND.COM

REMIT TO ADDRESS: P.O. BOX 860985 • SHAWNEE, KS 66286 • TEL 913.422.8001 • FAX 913.422.8081

<b>Sold To:</b> ASSOCIATED MECHANICAL, INC P O BOX 2448  SHAWNEE MISSION KS 66201-2448 Attn: ACCOUNTS PAYABLE	<b>Invoice</b> <b>Invoice Number:</b> J015041 <b>Invoice Date:</b> Nov 22, 2016 <b>Terms:</b> Net 30 <b>Customer Code:</b> AMI <b>Reference #1:</b> <b>Sales Cat/Slsm:</b>
<b>Job Location:</b> CITY OF COFFEYVILLE BOILER PO# 212400RC2 RON CORNISH	<b>Job Number:</b> K14544

Description	Amount
TO INVOICE YOU FOR MECHANICAL INSULATION SERVICES PROVIDED AT THE CITY OF COFFEYVILLE POWER PLANT IN COFFEYVILLE, KANSAS	
KS TAX EXEMPTION: KSA 79-3606	
NEBRASKA BOILER REPAIR INSULATION	
	12,792.00
<b>CONDITIONS</b>	<b>Sub Total</b> 12,792.00
	<b>Total Invoice</b> <u>12,792.00</u>

**THANK YOU FOR YOUR BUSINESS!**

NOV 21 2016

# INVOICE

MKS Pipe and Valve Co.  
 PO Box 412553  
 Kansas City, MO 64141  
 USA



INVOICE	
1322140	
Invoice Date	Page
11/15/2016 10:43:18	1 of 1
ORDER NUMBER	
1358150	

816-842-6513

**Bill To:**

ASSOCIATED MECHANICAL  
 P O BOX 2448  
 SHAWNEE MISSION, KS 66201-2448  
 USA

**Ship To:**

ASSOCIATED MECHANICAL  
 15705 S HWY 169  
 (SW)  
 OLATHE, KS 66062

Attn: LYN PAINE

Customer ID: 101486

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
212400-NC-2	Net 30 Days	12/15/2016	12/15/2016	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
11/10/2016 10:48:56	1401478	Skip Shepherd	SKIP

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM Unit Size	Disp				

**Customer Note:** Per Lynn no add-ons are acceptable - A new PO# must be issued

**Carrier:** SalesRep Delivery

**Tracking #:** SKIP 11/11/16

1.0	1.0	0.0	EA	1.0	H2618 8 261/C720 RISER CLAMP	EA 1.0	10.900000	10.90
12.0	12.0	0.0	EA	1.0	GB711/8X73/4 1 1/8 X 7 3/4 B7 STUD BOLTS W/2H NUTS	EA 1.0	7.000000	84.00

Total Lines: 2

**SUB-TOTAL:** 94.90  
**OLATHE (JOHNSON): EX-EM** 8.76  
**AMOUNT DUE:** 103.66

Thank You For Your Business!

**MKS Holiday Hours:**  
 November 24th and 25th - Closed  
 December 23th and 26th - Closed  
 January 2nd, 2016 - Closed

212400  
 15-0000-0908

ORIGINAL



**PENN TOOL**

601 NW Business Park Ln  
Riverside, MO 64150

(816) 741-1010 or (855) 855-3820

**Invoice**

OCT 14 2016

ASS011

INVOICE NUMBER

11026488

INVOICE NUMBER

11026488

**BILL TO**

ASSOCIATED MECHANICAL, INC.  
ACCOUNTS PAYABLE  
15705 S. US 169 HWY  
OLATHE, KS 66062

**SHIP TO**

ASSOCIATED MECHANICAL, INC.  
15705 S. US 169 HWY  
OLATHE, KS 66062

CUSTOMER P.O. NO. 212400-MG

CUSTOMER P.O. NO. 212400-MG

ORDER NUMBER	SLSM	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE	PAGE NO	
11024495	1102	10/07/16	MTM	212400-MG	10/09/16	2 of 2	
INSTRUCTIONS						F REIGHT	
DELIVER TO ASBURY						01	
QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
ORDERED	B.O/RET.	SHIPPED					
6	0	6	*	NTT1-101 #2 TORCH TIP VICTOR	EA	4.50	27.00
50	0	50		ESAB70183/32X50# ELECTRODE ATOMARC 3/32"	LB	1.95	97.50
50	0	50		255013310 50# HSC LIN60101/8+	LB	2.45	122.50
100	0	100		WELD ROD 1/8" 5P+ ED010278 PTSCR1/4 ROD CARBON ARC 1/4" 22043003C	EA	0.30	30.00

212400

01-0750-0004

mtv

CODE EXPLANATION  
 \* - STATE TAX APPLICABLE C CONSIDER COMPLETE  
 # - OTHER TAX APPLICABLE D DIRECT SHIP  
 - STATE & FEDERAL TAX F FACTORY MINIMUM  
 B - BALANCE BACKORDERED RT - RETURNED CYL

\*\*\* THIS IS YOUR INVOICE \*\*\*

FREIGHT IN	FREIGHT OUT

NET TERMS: 2% 10 NET 30

YOU MAY DEDUCT A CASH DISCOUNT  
OF 18.96 IF PAID BY 10/19/16

SUB TOTAL	947.80
MISC CHARGE	
TELE. CHARGE	
FREIGHT	
FED./OTHER TAX	
STATE TAX	64.37
PAYMENT REC'D	
TOTAL AMT DUE	1,012.17



**PENN TOOL**  
 601 NW Business Park Ln  
 Riverside, MO 64150  
 (816) 741-1010 or (855) 855-3820

**Invoice**

ASS011

INVOICE NUMBER  
 11026488

INVOICE NUMBER  
 11026488

**BILL TO**  
 ASSOCIATED MECHANICAL, INC.  
 ACCOUNTS PAYABLE  
 15705 S. US 169 HWY  
 OLATHE, KS 66062

**SHIP TO**  
 ASSOCIATED MECHANICAL, INC.  
 15705 S. US 169 HWY  
 OLATHE, KS 66062

CUSTOMER P.O. NO. 212400-MG

CUSTOMER P.O. NO. 212400-MG

ORDER NUMBER	SLSM	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE	PAGE NO.	
11024495	1102	10/07/16	MTM	212400-MG	10/09/16	1 of 2	
INSTRUCTIONS						F REIGHT	
DELIVER TO ASBURY						01	
QUANTITY			DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
ORDERED	B.O/RET.	SHIPPED					
25	0	25	*	UNA20063 WHEEL T-27 4 1/2 X 1/4 X 7/8	EA	1.40	35.00
25	0	25	*	UNA20078 WHEEL T-27 6"X1/4"X7/8"	EA	2.60	65.00
50	0	50	*	UNA22047 WHEEL T-27 6 X .045 X 7/8	EA	1.55	77.50
20	0	20	*	JAC0754-0047 VISOR 34-40AP 29091	EA	4.65	93.00
5	0	5	*	PTS3465 FACESHIELD SHADE 5	EA	10.50	52.50
12	0	12	*	GLV6000-L GLOVES TIG LARGE	PR	7.25	87.00
12	0	12	*	GLV6000-M GLOVES TIG MEDIUM	PR	7.25	87.00
100	0	100	*	MACK24960 LENS PLASTIC 2" X 4 1/4" CLEAR	EA	0.35	35.00
44	0	44	*	NS ER70S6-035 .035 ER 70S6 MIG WIRE 11#	LB	1.35	59.40
24	0	24	*	GAT4680 STARLITE CLEAR	EA	0.85	20.40
2	0	2	*	MMM8271 RESPIRATOR P95	BX	26.00	52.00
2	0	2	*	WT16 TIE WIRE #16	EA	3.50	7.00

Continued

\* - STATE TAX APPLICABLE  
 \* - FED/OTHER TAX APPLICABLE  
 \* - STATE & FEDERAL TAX  
 0 - BALANCE BACKORDERED

CODE EXPLANATION  
 C - CONSIDER COMPLETE  
 D - DIRECT SHIP  
 F - FACTORY MINIMUM  
 RT - RETURNED CYL.



**PENN TOOL**

601 NW Business Park Ln  
Riverside, MO 64150

(816) 741-1010 or (855) 855-3820

**Rental  
Invoice**

ASS011

INVOICE NUMBER

11027205

INVOICE NUMBER

11027205

**BILL TO**

ASSOCIATED MECHANICAL, INC.  
ACCOUNTS PAYABLE  
15705 S. US 169 HWY  
OLATHE, KS 66062

**SHIP TO**

ASSOCIATED MECHANICAL, INC.  
15705 S. US 169 HWY  
OLATHE, KS 66062

CUSTOMER P.O. NO. 212384-MG

CUSTOMER P.O. NO. 212384-MG

ORDER NUMBER	SLSM	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE	PAGE NO.
11024072	1102	09/15/16	MTM	<del>212384-MG</del> 212400	11/18/16	1 of 1

INSTRUCTIONS

FREIGHT

01

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
ORDERED	B.O/RET	SHIPPED					
1	0	1		On Rent 10/16/16 TO 11/16/16 4 PACK WELDER - MILLER PT PTM1035,PTM1032,PTM1033,PTM1036		660.00	660.00

Job No. 212<sup>ADD</sup>~~384~~ *pg 25*  
 Date 11/18/16  
 Location E  
 By NV

NOV 23 2016

\* - STATE TAX APPLICABLE  
# - FED/OTHER TAX APPLICABLE  
+ - STATE & FEDERAL TAX  
B - BALANCE BACKORDERED

CODE EXPLANATION  
C - CONSIDER COMPLETE  
D - DIRECT SHIP  
F - FACTORY MINIMUM  
RT - RETURNED CYL.

\*\*\* THIS IS YOUR INVOICE \*\*\*

FREIGHT IN	FREIGHT OUT

NET TERMS: 2% 10 NET 30

YOU MAY DEDUCT A CASH DISCOUNT  
OF 13.20 IF PAID BY 11/28/16

SUB TOTAL	660.00
MISC CHARGE	
TELE. CHARGE	
FREIGHT	
FED./OTHER TAX	
STATE TAX	60.89
PAYMENT REC'D	

TOTAL AMT DUE  
720.89



**PENN TOOL**

601 NW Business Park Ln  
Riverside, MO 64150

(816) 741-1010 or (855) 855-3820 **NOV 29 2016**

**Rental Invoice**

ASS011

INVOICE NUMBER

11027268

INVOICE NUMBER

11027268

**BILL TO**

ASSOCIATED MECHANICAL, INC.  
ACCOUNTS PAYABLE  
15705 S. US 169 HWY  
OLATHE, KS 66062

**SHIP TO**

ASSOCIATED MECHANICAL, INC.  
15705 S. US 169 HWY  
OLATHE, KS 66062

CUSTOMER P.O. NO. 212384-MG

CUSTOMER P.O. NO. 212384-MG

ORDER NUMBER	SLSM	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE	PAGE NO
11024072	1102	09/15/16	MTM	212384-MG	11/22/16	1 of 1

INSTRUCTIONS	FREIGHT
	01

QUANTITY			DISP	ITEM CODE AND DESCRIPTION	U/M	UNIT PRICE	AMOUNT
ORDERED	B.O/RET	SHIPPED					
1	0	1		Rental 11/16/16 TO 11/21/16 4 PACK WELDER - MILLER PT PTM1035,PTM1032,PTM1033,PTM1036		220.00	220.00

\* - STATE TAX APPLICABLE  
 # - FED/OTHER TAX APPLICABLE  
 + - STATE & FEDERAL TAX  
 B - BALANCE BACKORDERED  
 CODE EXPLANATION  
 C - CONSIDER COMPLETE  
 D - DIRECT SHIP  
 F - FACTORY MINIMUM  
 RT - RETURNED CYL.

\*\*\* THIS IS YOUR INVOICE \*\*\*

FREIGHT IN	FREIGHT OUT

NET TERMS: 2% 10 NET 30

YOU MAY DEDUCT A CASH DISCOUNT  
OF 4.40 IF PAID BY 12/02/16

SUB TOTAL	220.00
MISC CHARGE	
TELE. CHARGE	
FREIGHT	
FED./OTHER TAX	
STATE TAX	20.30
PAYMENT REC'D	
TOTAL AMT DUE	240.30

F-111



Potts Welding and Boiler Repair Co., Inc.  
 1901 Ogletown Rd.  
 Newark, De 19711  
 Phone: (302) 453-2550  
 Fax: (302) 453-2557

NOV 8 2016

**INVOICE**

Invoice Number 984889  
 Invoice Date November 03, 2016  
 PO Number 212400RC6  
 Job 037627  
 Customer number CA7933  
 Salesperson ID: HOUSE

**BILL TO:**

ASSOCIATED MECHANICAL, INC  
 P.O. BOX 2448  
 SHAWNEE MISSION, KS 66201-2448

**SHIP TO:**

COFFEYVILLE POWER  
 605 SANTA FE  
 COFFEYVILLE, KS 67337

F.O.B. POINT NEWARK	SHIP VIA MERCER/PP&A	TERMS NET 30 DAYS
------------------------	-------------------------	----------------------

ITEM 1 - (8) FINNED TUBES FOR NEB BOILER OF SA-178A 2"OD X .135MW PER POTTS PROPOSAL Q02-30317 - R#2 11,190.00

**Invoice Total** 11,190.00

F R E I G H T I N V O I C E T O F O L L O W

Job No. 212400-RC-4  
 Date 11/03/16  
 By PC

ALL PAST DUE AMOUNTS ARE SUBJECT TO A 1-1/2% SERVICE CHARGE PER MONTH.  
 PRICE DOES NOT INCLUDE ANY FEDERAL, STATE OR LOCAL SALES AND USE TAX. APPLICABLE TAXES ARE TO BE PAID DIRECTLY BY RECIPIENT  
 IN ACCORDANCE WITH THE U.C.C., ARTICLE 2, PARA 2-602, THERE SHALL BE NO RETURNS, CLAIMS, ADJUSTMENTS, OR MODIFICATIONS WITHOUT PRIOR NOTICE (WITHIN 30 DAYS AFTER SHIPMENT) AND APPROVAL. ANY RETURN, CLAIM, ADJUSTMENT, OR MODIFICATION IS SUBJECT TO INSPECTION AND RESTOCKING BY POTTS WELDING AND BOILER REPAIR CO., WITHOUT SUCH NOTIFICATION AND INSPECTION, ANY REJECTION IS INEFFECTIVE.

F-140



Potts Welding and Boiler Repair Co., Inc.  
 1901 Ogletown Rd.  
 Newark, De 19711 NOV 8 2016  
 Phone: (302) 453-2550  
 Fax: (302) 453-2557

**INVOICE**

Invoice Number 984897  
 Invoice Date November 04, 2016  
 PO Number 212400RC6  
 Job 037627  
 Customer number CA7933  
 Salesperson ID: HOUSE

**BILL TO:**

ASSOCIATED MECHANICAL, INC  
 P.O. BOX 2448  
 SHAWNEE MISSION, KS 66201-2448

**SHIP TO:**

COFFEYVILLE POWER  
 605 SANTA FE  
 COFFEYVILLE, KS 67337

F.O.B. POINT	SHIP VIA	TERMS
NEWARK	MERCER/PP&A	NET 30 DAYS

Billed Freight  
 FREIGHT INVOICE FOR SHIPMENT OF FINNED TUBES ON 11/1/16. REFERENCE POTTS INVOICE 984899 DATED 11/3/16. 15% ADDED TO PREPAID FREIGHT INVOICES PER POTTS PROPOSAL Q02-30317 R#2 2,777.76

Invoice Total 2,777.76

212400  
 01-1300-1317  
 M

ALL PAST DUE AMOUNTS ARE SUBJECT TO A 1-1/2% SERVICE CHARGE PER MONTH.  
 PRICE DOES NOT INCLUDE ANY FEDERAL, STATE OR LOCAL SALES AND USE TAX. APPLICABLE TAXES ARE TO BE PAID DIRECTLY BY RECIPIENT.  
 IN ACCORDANCE WITH THE U.C.C., ARTICLE 2, PARA 2-602, THERE SHALL BE NO RETURNS, CLAIMS, ADJUSTMENTS, OR MODIFICATIONS WITHOUT PRIOR NOTICE (WITHIN 30 DAYS AFTER SHIPMENT) AND APPROVAL. ANY RETURN, CLAIM, ADJUSTMENT, OR MODIFICATION IS SUBJECT TO INSPECTION AND RESTOCKING BY POTTS WELDING AND BOILER REPAIR CO., WITHOUT SUCH NOTIFICATION AND INSPECTION, ANY REJECTION IS INEFFECTIVE.

# INVOICE

No. 236890

PG 1 OF 1

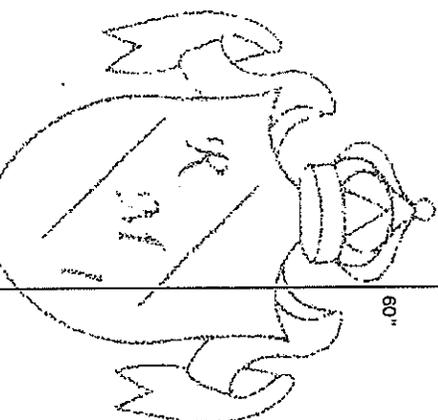
**Royal Metal Industries, Inc.**  
 1000 West Ironwood, Olathe, KS 66061  
 Tel (913) 829-3000 • Fax (913) 829-9555

**ASSOCIATED MECHANICAL, INC**  
 PO BOX 2448  
 SHAWNEE MISSION, KS 66201

<b>PURCHASE ORDER #</b>	212400RC3	<b>BUYER</b>	RON	<b>INVOICE DATE</b>	10/07/2016
<b>JOB NAME</b>		<b>SALES REP</b>	STEVE DORR EXT. 115	<b>ORDER DATE</b>	10/05/2016
<b>SALES ORDER #</b>	280697	<b>RESALE #</b>		<b>SHIPPED VIA</b>	WILL CALL
<b>PACKING LIST #</b>	280697	<b>SALE TERMS</b>			
<b>SHIP TO</b>	WILL CALL	<b>REV. SLIDE</b>			
		<b>TERMS</b>	1/2% 10 NET 30 DAYS		

LINE	QUANTITY	DESCRIPTION	WIDTH	LENGTH	WEIGHT	UNIT PRICE	TOTAL
1	10 PCS	ANGLE 2" X 2" X 1/4" CUT IN HALF		20'	638	1.5000/FT	300.00
2	8 PCS	SHEET 10 GAUGE HR	60"	120"	2,250	122.5000/PC	980.00
3	1 PCS	CUTTING CHARGE				14.0000/PC	14.00
<b>TOTAL WGT</b>		<b>SUBTOTAL</b>	<b>CUTTING</b>	<b>SALES TAX</b>	<b>TOTAL</b>		
2,888 LBS		\$1,294.00	\$0.00	\$178.08	\$1,412.08		

Job No. 8184DD - PC-3  
 Coil Code \_\_\_\_\_  
 Category \_\_\_\_\_  
 Price \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



EX-EM

50

21

# INVOICE

No. 237679

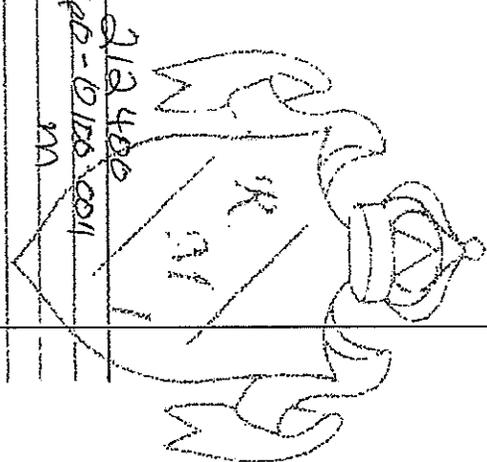
PG 1 OF 1

**Royal Metal Industries, Inc.**  
 1000 West Ironwood, Olathe, KS 66061  
 Tel (913) 829-3000 • Fax (913) 829-9555

ASSOCIATED MECHANICAL, INC  
 PO BOX 2448  
 SHAWNEE MISSION, KS 66201

PURCHASE ORDER #	212400NC1	BUYER		INVOICE DATE	10/20/2016
JOB NAME		SALES REP	TERA HARDISTY	ORDER DATE	10/17/2016
SALES ORDER #	281538	RESALE #		SHIPPED VIA	WILL CALL
PACKING LIST #	281538	SALE TERMS			
SHIP TO	WILL CALL	REV. SLIDE			
		TERMS	1/2% 10 NET 30 DAYS		

LINE	QUANTITY	DESCRIPTION	WIDTH	LENGTH	WEIGHT	UNIT PRICE	TOTAL	
1	12 PCS	CHANNEL 6" X 8.2#	20'		1,968	49.8700/CWT	981.44	
2	2 PCS	CHANNEL 8" X 11.5#	20'		460	47.2500/CWT	217.35	
3	13 PCS	STRIP HR 3/16" X 2-1/2"	20'		414	58.5200/CWT	242.27	
<b>TOTAL WT</b>							<b>2,842 LBS</b>	<b>\$1,441.06</b>
<b>SUBTOTAL</b>							<b>\$0.00</b>	<b>\$152.94</b>
<b>CUTTING</b>							<b>\$152.94</b>	<b>\$1,574.00</b>
<b>SALES TAX</b>							<b>\$152.94</b>	

Job No. 212400  
 Cr. Code 605-0125-0011  
 City GOVS  
 Phone MS  


50

# INVOICE

No. 238069

PG 1 OF 1

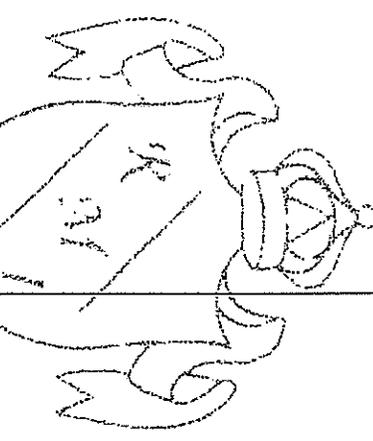
**Royal Metal Industries, Inc.**  
 1000 West Ironwood, Olathe, KS 66061  
 Tel (913) 829-3000 • Fax (913) 829-9555

**SOLD TO:**  
 ASSOCIATED MECHANICAL, INC  
 PO BOX 2448  
 SHAWNEE MISSION, KS 66201

<b>PURCHASE ORDER #</b> 212400-NC-2	<b>BUYER</b>	<b>INVOICE DATE</b> 10/26/2016
<b>JOB NAME</b> SALES ORDER # 282094	<b>SALES REP</b> TERA HARDISTY	<b>ORDER DATE</b> 10/24/2016
<b>PACKING LIST #</b> 282094	<b>RESALE #</b>	<b>SHIPPED VIA</b> WILL CALL
<b>SHIP TO</b> WILL CALL	<b>SALE TERMS</b>	
	<b>REV. SIDE</b>	
	<b>TERMS</b> 1/2% 10 NET 30 DAYS	

LINE	QUANTITY	DESCRIPTION	WIDTH	LENGTH	WEIGHT	UNIT PRICE	TOTAL	
1	2 PCS	SHEET 10 GAUGE HR	60"	120"	563	125.0000/PC	250.00	
2	1 PC	CHANNEL 6" X 8.2#		20'	164	82.0000/PC	82.00	
3	1 PC	CHANNEL 8" X 11.5#		20'	230	109.0000/PC	109.00	
<b>TOTAL WT</b>		<b>SUBTOTAL</b>	<b>CUTTING</b>	<b>SALES TAX</b>				<b>TOTAL</b>
957 LBS		\$441.00	\$0.00	\$40.68				\$481.68

Job No. 212400-PC-2  
 Coil Code \_\_\_\_\_  
 Category \_\_\_\_\_  
 Phase \_\_\_\_\_  
 App. Form: PD



50

21

**WIL-CLAIR  
SHEET METAL, LLC**  
318 E 16TH AVE.  
NORTH KANSAS CITY, MO 64116-3801  
(816) 471-0141

NOV 8 2016  
BY: \_\_\_\_\_

# Invoice

DATE	INVOICE #
11/4/2016	16-1713A

**BILL TO:**

Associated Mechanical, Inc.  
P.O. Box 2448  
Shawnee Mission, KS 66201

DESCRIPTION	AMOUNT
Fab Bend Drum Casing 10 ga C.S.	1,355.00
PO 212400RC5 MISSOURI EXEMPT	0.00

Job No. 212400-RC-5  
Job Code \_\_\_\_\_  
Job Qty \_\_\_\_\_  
Job Date \_\_\_\_\_  
Job Unit PO

PLEASE REMIT TO:  
**WIL-CLAIR SHEET METAL**  
P.O. BOX 28324  
GLADSTONE, MO 64118-0324

**TOTAL** \$1,355.00



© 2003 METAL SHEET & PIPE CO. 1-800-433-8810

F-L-W

**WIL-CLAIR  
SHEET METAL, LLC**  
318 E 16TH AVE.  
NORTH KANSAS CITY, MO 64116-3801  
(816) 471-0141

NOV 8 2016

# Invoice

DATE	INVOICE #
11/4/2016	16-1713B

**BILL TO:**

Associated Mechanical, Inc.  
P.O. Box 2448  
Shawnee Mission, KS 66201

DESCRIPTION	AMOUNT
Fab Expansion Sleeve C.S. & Furnish (1) 72x144, (1) 72x48x10 ga C.S., 24' of 1-1/2x1/4 SS F.B., and 12' of Lower Side Boiler	3,162.85
<del>PO Coffeyville, KS</del> MISSOURI EXEMPT	0.00

Job No. 212400-RC-5  
 Date                       
 Dept                       
 P.O.                       
 Notes PD

PLEASE REMIT TO:  
**WIL-CLAIR SHEET METAL**  
 P.O. BOX 28324  
 GLADSTONE, MO 64118-0324

**TOTAL**

\$3,162.85



<u>Fuel</u>	<u>Material</u>
60.07	9.04
23.00	309.00
46.00	43.34
39.50	57.18
58.81	67.94
67.00	149.16
76.35	42.16
40.00	8.48
36.25	179.48
27.50	213.03
40.00	92.51
48.00	127.79
37.00	448.07
40.00	201.99
46.50	13.84
42.51	8.42
49.87	<u>1,971.42</u>
51.60	
<u>829.96</u>	



Welcome to QuikTrip

QuikTrip #00215

15710 S. US HWY 169  
Olathe, KS  
9133908246

10:15:32 AM 10/31/16  
Register #0002

Gas Sale:  
Grade: DIESEL-AUTO  
Pump: 12  
Gallons: 27.928  
PPU: 2.399/Gal

Sub-Total: \$67.00  
Tax: \$0.00  
Total: \$67.00

Payment Methods  
-----  
MasterCard Sale \$67.00  
\*\*\*\*\*3244  
Auth Code: 04156J  
Entry Mode: Swiped

We Thank You  
Please Come Again

212400

212400

WELCOME

VV1078988623001  
NBS

DATE 10/12/16 14:07  
TRAN# 9101435  
PUMP# 10  
SERVICE LEVEL: SELF  
PRODUCT: ON ROAD  
GALLONS: 31.178  
PRICE/G: \$ 2.449  
FUEL SALE \$ 76.35  
CREDIT \$76.35

MasterCard  
XXXXXXXXXXXX3244  
GRADE/MARK

Auth #: 01522J  
Resp Code: 00  
Stan: 0084142892

SITE ID:  
VV1078988623001

THANK YOU  
HAVE A NICE DAY

212400

Property not specifically marked for sale

~~21235112~~  
Coffee 212400

DISCOUNT LIQUOR & TO  
89426388  
5810 N ANTIUCH  
GLADSTONE MO  
89/27/2016 582999675  
05:10:00 PM

6059  
MASTERCARD

INVOICE 178455  
AUTH 80-09159J  
REF710130927161704

PUMP# 6  
REGULAR 29.126G  
PRICE/GAL \$2.019

FUEL TOTAL \$ 58.81

CREDIT \$ 58.81

Batch: 71 Seq Num: 13  
Term ID: 6  
Workstation ID: 00  
WANT FREE GAS?  
REGISTER TO WIN at  
WWW.GASVISIT.COM  
Learn how to earn  
30 cents/gallon in  
fuel statement  
credits. Go to  
drivesavvy.com or  
see credit  
application.  
Restrictions  
apply. Offer  
expires 12/31/16  
5152

CC# 01-0052-0020

Job# 212400

\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

CARM N DALES  
0009433517  
1029 MAPLE  
CHETOPA, KS  
11/02/2016 444692966  
09:56:53 AM

2038  
MASTERCARD

INVOICE 095333  
AUTH 00-08133J  
REF440141102160953

PUMP# 3  
REGULAR 20.008G  
PRICE/GAL \$1.999

FUEL TOTAL \$ 40.00  
\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

CREDIT \$ 40.00  
\*\*\* REPRINT \*\*\* REPRINT \*\*\* REPRINT \*\*\*

Batch: 44 Seq Num: 14  
Term ID: 3  
Workstation ID: 00  
WANT FREE GAS?  
REGISTER TO WIN AT  
WWW.GASVISIT.COM  
Learn how to earn  
30 cents/gallon in  
fuel statement  
credits. Go to  
drivesavvy.com or  
see credit  
application.  
Restrictions  
apply. Offer  
expires 12/31/16.  
3504

212400

WELCOME TO  
AKAS #1

09455965

AKAS 1  
512 NE ST  
COFFEYVILLE KS 67337

CC# 01-0052-0020

Description	Qty	Amount
REGULAR CR #05	19.089G	36.25
SELF @ 1.899/ G		
	Subtotal	36.25
	Tax	0.00
<b>TOTAL</b>		<b>36.25</b>
	CREDIT \$	36.25

MASTERCARD  
Acct: 2038  
Term ID: 21  
DEALER#: 09455965  
512 NE ST  
COFFEYVILLE KS 67337  
AUTH: 00-09352J  
Batch: 18 Seq: 005  
INVOICE: 062112  
Tran: 222478

CC# 01-0052-0020

Job# 212400

QUIKTRIP #00213  
1407 S 169 Hwy  
Smithville, 64089, M

Invoice # 0000000  
Date 11/07/16  
Time 03:46AM  
Auth # 05221J

Acct #  
XXXXXXXXXXXX2038

Pump Gallons Price  
09 14.257 \$1.929

Product Amount  
UNLEADED \$27.50  
Total Sale \$27.50

Thank You for  
Shopping QuikTrip!  
Please Come Back  
Again!!

Job# 212400

WELCOME TO  
AKAS #1

09455965

AKAS 1

512 NE ST

COFFEYVILLE KS 67337

CC# 01-0052-0020

CC# 01-0052-0020

CC# 01-0052-0020

Job# 212400

WELCOME  
CENEX

SMITHVILLE CENEX  
219 N 169 HWY

SMITHVILLE MO 64089

MasterCard  
REF # 96 095003 @

DATE 10/16/16 12:20  
PUMP # 01  
PRODUCT: UNLD  
APPROVAL # 05022J  
GALLONS: 20.010  
PRICE/G: \$ 1.999  
FUEL SALE \$ 40.00

Have A Great Day

THANK YOU  
HAVE A NICE DAY

Description	Qty	Amount
REGULAR CR #15	22.866G	48.00
SELF @ 2.099/ G		

Subtotal 48.00  
Tax 0.00

**TOTAL 48.00**

CREDIT \$ 48.00

STERCRO  
ct: 2038  
rm ID: 21  
ALER#: 09455965  
2 NE ST  
FFEYVILLE KS 67337  
H: 00-08823J  
ch: 47 Seq: 002  
OICE: 190417  
an: 161935

QUIKTRIP #00213  
1407 S 169 Hwy  
Smithville, 64089, M

Invoice # 0000000  
Date 11/14/16  
Time 03:45AM  
Auth # 08499J

Acct #  
XXXXXXXXXXXX2038

Pump Gallons Price  
09 17.796 \$2.079

Product Amount  
BLEND MID- \$37.00  
Total Sale \$37.00

Thank You for  
Shopping QuikTrip?  
Please Come Back  
in??

WELCOME TO  
AKAS #1

09455965

AKAS 1

512 NE ST

COFFEYVILLE KS 67337

Description	Qty	Amount
REGULAR CR #14	19.058G	40.00
SELF @ 2.099/ G		

Subtotal 40.00  
Tax 0.00

**TOTAL 40.00**

CREDIT \$ 40.00

CC# 01-0052-0020

MASTERCRO  
Acct: 2038  
Term ID: 21  
DEALER#: 09455965  
512 NE ST  
COFFEYVILLE KS 67337  
AUTH: 00-01073J  
Batch: 94 Seq: 029  
INVOICE: 171122  
Tran: 144229

Job# 212400

CC# 01-0052-0020

WELCOME TO  
AKAS #1

09455965

AKAS #1  
512 NE ST  
COFFEYVILLE KS 67337

Job # 212400

Description	Qty	Amount
REGULAR CR #05	22.154G	46.50
SELF @ 2.099/ G		
	Subtotal	46.50
	Tax	0.00
<b>TOTAL</b>		<b>46.50</b>
	CREDIT \$	46.50

MASTERCARD  
Acct: 2038  
Term ID: 21  
DEALER#: 09455965  
512 NE ST  
COFFEYVILLE KS 67337  
AUTH: 00-05715J  
Batch: 11 Seq: 010  
INVOICE: 175145  
Tran: 184540

Learn how to earn  
30 cents/gallon in  
fuel statement  
credits. Go to  
drivesavvy.com or  
see credit  
application.  
Restrictions  
apply. Offer  
expires 12/31/16.  
4073

DEALER#: 09455965 Term ID: 21  
WANT FREE GAS?  
REGISTER TO WIN AT [WWW.GASVISIT.COM](http://WWW.GASVISIT.COM)

**THANKS COME AGAIN**  
COMPLETE A SURVEY  
**WWW.GASVISIT.COM**

ST# 1 TILL XXXX DR# 0 TRAN# 9052176  
CSH: 0 10/27/16 17:55:18

CC# 01-0052-0020

Job # 212400

QUIKTRIP #00213  
1407 S 169 Hwy  
Smithville, 64089, M

Invoice # 0000000  
Date 10/24/16  
Time 03:47AM  
Auth # 04986J

Acct #  
XXXXXXXXXXXXXXXX2038

Pump Gallons Price  
07 19.507 \$2.179

Product Amount  
BLEND MID- \$42.51  
Total Sale \$42.51

Thank You for  
Shopping QuikTrip!  
Please Come Back  
Again!!

212400

WELCOME

VV1078988623001  
NBS

DATE 11/18/16 12:58  
TRAN# 9090475  
PUMP# 09  
SERVICE LEVEL: SELF  
PRODUCT: OFF RD  
GALLONS: 27.722  
PRICE/G: \$ 1.799  
FUEL SALE \$ 49.87  
CREDIT \$49.87

MasterCard  
XXXXXXXXXXXX3244  
GRAME/MARK

Auth #: 03845J  
Resp Code: 00  
Stan: 0125216822

SITE ID:  
VV1078988623001

THANK YOU  
HAVE A NICE DAY

212400

QUIKTRIP #00215  
15710 S. US HWY 169  
Olathe, KS

Invoice # 0000000  
Date 11/18/16  
Time 07:58AM  
Auth # 06143J

Acct #  
XXXXXXXXXXXX3244

Pump	Gallons	Price
01	22.446	\$2.299

Product	Amount
DIESEL-AUT	\$51.60
Total Sale	\$51.60

Thank You for  
Shopping QuikTrip!  
Please Come Back  
Again!!



CARTER AUTOMOTIVE WHSE  
 P O BOX 344  
 107 WEST 11TH STREET  
 COFFEYVILLE, KS 67337  
 PHONE: (620) 251-4700

THANK YOU FOR YOUR BUSINESS

SOLD TO: CASH SALE-TAXABLE  
 CASH COUNTER  
 KS

SHIP TO:

CUST NO: 3000 DATE: 11/15/16 TIME: 10:43  
 TERMS: CASH/CHECK/BANKCARD CLERK: TK TERMINAL: 556  
 SALESPERSON: H HOUSE ACCOUNT  
 TAX: COF9.5% COFFEYVILLE COMP

REFERENCE: ORDR # 817163  
 JOB NO: 000  
 DEL. DATE: 11/15/16

CC# 01-0350-0002  
 Job# 212400

**INVOICE: X17163/1**

	MFG	PART NUMBER	ORDERED	SHIPPED	BKO	SUGG	NET	NET CORE	EXT. AMOUNT	
1	OIL	DA60 DUCT TAPE 60YD	2	2		9.77	4.11		8.22	C
<del>2</del>	<del>WHL</del>	<del>M856 GRINDER</del>	1	1		<del>73.27</del>	<del>38.23</del>		<del>38.23</del>	C

TAXABLE 46.45  
 NON-TAXABLE 0.00

\*\* PAID IN FULL \*\*

50.86

SUB-TOTAL 46.45

SUBTOTAL 46.45

TAX AMOUNT 4.41

**TOTAL 50.86**

TOT WT: 0.00



BANKCARD PAYMENT  
 BKCRD#

50.86

X \_\_\_\_\_  
 Received By



# MIDWEST MATERIALS Co.

CONTRACTORS • ENGINEERS • DISTRIBUTORS

P. O. BOX 5 JOPLIN, MO 64802  
PHONE (417)623-1272

1220 W. 13TH STREET JOPLIN, MO 64804  
FAX (417) 623-8840

Job# 212400  
CC# 07-0100-0001

**INVOICE**  
**52264**

SOLD TO **MASTERCARD**

SHIP TO

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
96	212400-NC-1			12/10/16	11/2/2016	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
120815	50SF	2"x24"x25' 6# INSULFRAX-S 1800 50 SF PER BOX	1.9400	97.00
100203	6LF	1 X 1 1/2 FIBERGLAS P/C 1 3/8 X 1 1/2 63' PER BOX	2.5200	15.12
100506	3	2 X 3 FIBERGLASS P/C	7.12	21.36
112274	4EA	# 4 1/2 ALUMINUM 90	9.3700	37.48
112279	4EA	# 8 ALUMINUM 90	22.2400	88.96

THANK YOU FOR YOUR BUSINESS,  
WE APPRECIATE YOU

ITEM TOTAL 259.92  
TAX 20.99  
DEPOSIT -280.91

**TOTAL AMOUNT 0.00**

M.S. D. S. SENT UPON REQUEST

SIGNED

**NOTICE TO MISSOURI OWNERS**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIALS OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429 RSMO. TO AVOID THIS RESULT, YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAVIERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

CC# 01-0350-0004

Job# 212400

\*\*\*\*\*

Orscheln Farm and Home  
1702 West 11th Street  
Coffeyville, K67337  
620-251-2950

ORSHELN FARM & HOME CAREERS  
Training-Advancement-Opportunity  
Family Values

Visit us at [www.orschelnfarmhome.com](http://www.orschelnfarmhome.com)

\*\*\*\*\*

QTY	ITEM	PRICE	TOTAL
1	101123536	\$16.99	\$16.99T
	ROPE UTILITY 3/8 X 100		
1	107288663	\$18.99	\$18.99T
	BATTERY AAA 20PK DOUBLEWIDE		

Sub Total \$35.98  
Tax @ 9.5000% \$3.42  
Total \$39.40

MasterCard \$39.40  
Acct# \*\*\*\*\*8  
Auth# 02474J

Thank You for Shopping ORSHELN!

Sales Associate: Kalei

=====  
Trx 3403 Str36 Reg 0110/14/16 9:15



per new  
48



# THOMPSON BROTHERS

## WELDING & INDUSTRIAL SUPPLY

Over  
65  
Years

P.O. Box 995 2319 West 8th  
Coffeyville, Kansas 67337

Phone: 620.251.1740 • Fax: 620.252.6390  
800.530.5545

WWW.TBSWELDS.COM

3700 E. Tuxedo Blvd.  
Bartlesville, Oklahoma 74006

Phone: 918.333.5656 • Fax: 918.333.5657  
888.530.5545



Sold To: 100  
THOMPSON BROTHERS  
CASH ACCOUNT  
P.O. BOX 995  
COFFEYVILLE KS 67337

Ship To: 100  
THOMPSON BROTHERS  
CASH ACCOUNT  
P.O. BOX 995  
COFFEYVILLE KS 67337

CRDT CD INVOICE  
684473

Job# 212400  
C# 01-0350-0004

Ordered Date	Shipped Date	Order Entered By	Hardgoods P.O. #	Gas P.O. #	Ship VIA	Salesman	Terms			
11/03/2016	11/03/2016	KEN			PICKUP	TBS-CVILLE	CASH			
Description	Haz Class	ID #	Quantity Shipped	Unit	Quantity Ordered	Product Number	Cylinder Shp/Rtn	Unit Price	Bin #	Amount
LUBE MATIC 5 OZ.			1.00	EA	1.00	WEA-007040		10.1600	M02C	9.14 T
LENS OUTER CLEAR 4.5X5.2			5.00	EACH	5.00	LIN-KP2898-1		1.9000	H00D	8.55 T
SOLD PER EACH / 5-PKG										
LENS INNER CLEAR VIKING			5.00	EACH	5.00	LIN-KP3044-1		1.1200	H00D	5.60 T
5/PKG										
CAP WELDER 7-3/8 COMEAUX			2.00	EA	2.00	COM-2000R-738		7.9500	FLOOR	14.31 T
LUBE MATIC APPLICATORS			1.00	PKG	1.00	WEA-007061		10.9700	M02C	9.87 T
SOLD PKG ONLY 6/PKG										

Order Placed By

All invoices must have signature **AND** printed name



1948-2013 IN CASE OF EMERGENCY CONTACT PERS 1-800-633-8253

Subtotal	47.47
Sales Tax	4.51
<b>TOTAL</b>	<b>51.98</b>

IMPORTANT: PLEASE PAY THIS INVOICE. NO STATEMENT WILL BE SENT.

A SERVICE CHARGE OF 1 1/2% PER MONTH (18% ANNUAL RATE) WILL BE APPLIED TO ANY UNPAID BALANCE!

PLEASE READ CAREFULLY THE TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE

Job# 212400

# FASTENAL

Fastenal Company: KSCOF  
1306 W. 11th St.  
COFFEYVILLE, KS 67337  
(620)251-3722

Wednesday, November 16, 2016 8:33:39 AM

Account: KSCOFCASH Invoice: 86847

110120348	HCS3/8-16x2 Z 5	50 x	0.45 EA
110120349	HCS3/8-16x2-1/4 Z5	25 x	0.50 EA
1136306	3/8"-16 FHHZ 5	100 x	0.11 EA
1133008	3/8 USS F/W Z	100 x	0.10 EA

SUBTOTAL	56.40
S&H CHARGE	0.00
CITY TAX	1.69
COUNTY TAX	0.00
STATE TAX	3.67

TOTAL 61.76

Payment Type : CreditCard  
Cardholder Name: NICK CASH  
Account No: 5475XXXXXXXXX2038  
Exp Date: 6/1/2019 12:00:00 AM  
Auth No: 07415J

# ITEMS SOLD 4



Thank You For Your Business

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No materials accepted for return without permission.  
All discrepancies must be reported within 10 days.

1136106	3/8"-16 FHM Z	50 x	0.09 EA
110120342	HCS3/8-16x3/4 Z 5	100 x	0.26 EA
110120346	HCS3/8-16x1 1/2 Z 5	100 x	0.35 EA
2115768	48-69-9204 StepDr111	1 x	58.99 EA

SUBTOTAL	123.84
S&H CHARGE	0.00
CITY TAX	3.72
COUNTY TAX	0.00
STATE TAX	8.04
TOTAL	135.60

Payment Type : CreditCard  
Cardholder Name: NICK CASH  
Account No: 5475XXXXXXXXX2038  
Exp Date: 6/1/2019 12:00:00 AM  
Auth No: 02850J

# ITEMS SOLD 4



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All discrepancies must be reported within 10 days.  
\* Indicates part was sold at a promotional or special discount price.

CC# 01-0350-0004  
Job# 212400

# FASTENAL

Fastenal Company: KSCOF  
1306 W. 11th St.  
COFFEYVILLE, KS 67337  
(620)251-3722  
Thursday, November 17, 2016 10:26:13 AM

Account: KSCOFCASH Invoice: 86867

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Since 1948

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## WELDING & INDUSTRIAL SUPPLY

MAILING ADDRESS  
P.O. BOX 995  
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TOLL FREE: 800.530.5545  
FAX: 620.252.6390

2319 W. 8TH ST.  
COFFEYVILLE, KANSAS  
PH: 620.251.1740

214 E ELM  
CHANUTE, KANSAS  
PH: 620.431.1680

405 MADISON  
FREDONIA, KANSAS  
PH: 620.378.4148

3700 E. TUXEDO  
BARTLESVILLE, OKLAHOMA  
PH: 918.333.5656



Sold To: 100  
THOMPSON BROTHERS  
CASH ACCOUNT  
P.O. BOX 995  
COFFEYVILLE KS 67337

Ship To: 100  
THOMPSON BROTHERS  
CASH ACCOUNT  
P.O. BOX 995  
COFFEYVILLE KS 67337

CRDT CD INVOICE  
683344

Job # 212400

CC# 01-0350-0004

Ordered Date	Shipped Date	Order Entered By	Hardgoods P.O. #	Gas P.O. #	Ship VIA	Salesman	Terms			
10/19/2016	10/19/2016	KEN			PICKUP	TBS-CVILLE	CASH			
Description	Haz Class	ID #	Quantity Shipped	Unit	Quantity Ordered	Product Number	Cylinder Shp Rtn	Unit Price	Bin #	Amount
ABR DIS 4-1/2X1/4X5/8-11			10.00	EACH	10.00	1 NOR-662528-43593		3.5000	D03E	35.00
GEMINI 10/BOX										

Order Placed By	<p>All invoices must have signature <b>AND</b> printed name</p> <p>1948-2013 CASE OF EMERGENCY CONTACT PERS 1-800-633-8253</p>	Subtotal	35.00
		Sales Tax	3.33
		<b>TOTAL</b>	<b>38.33</b>
<p>IMPORTANT: PLEASE PAY THIS INVOICE. NO STATEMENT WILL BE SENT. A SERVICE CHARGE OF 1 1/2% PER MONTH (18% ANNUAL RATE) WILL BE APPLIED TO ANY UNPAID BALANCE! PLEASE READ CAREFULLY THE TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE</p>			

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# THOMPSON BROTHERS

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CHANUTE, KANSAS  
PH: 620.431.1680

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FREDONIA, KANSAS  
PH: 620.378.4148

3700 E. TUXEDO  
BARTLESVILLE, OKLAHOMA  
PH: 918.333.5656



CRDT CD INVOICE

683348

Sold To: 100  
THOMPSON BROTHERS  
CASH ACCOUNT  
P.O. BOX 995  
COFFEYVILLE KS 67337

Ship To: 100  
THOMPSON BROTHERS  
CASH ACCOUNT  
P.O. BOX 995  
COFFEYVILLE KS 67337

CC# 01-0350-0004

Job# 212400

Ordered Date	Shipped Date	Order Entered By	Hardgoods P.O. #	Gas P.O. #	Ship VIA	Salesman	Terms
10/19/2016	10/19/2016	KEN			PICKUP	TBS-CVILLE	CASH

Description	Haz Class	ID #	Quantity Shipped	Unit	Quantity Ordered	Product Number	Cylinder Shp Rtn	Unit Price	Bin #	Amount
MAGNIFIER 1.50 OMNI-MAG 2X4-1/4 PLASTIC			1.00	EA	1.00	1 GRN-1.50		7.0400	FLOOR	7.04 T

Order Placed By

All invoices must have signature **AND** printed name



1948-2013 IN CASE OF EMERGENCY CONTACT PERS 1-800-633-8253

Subtotal	7.04
Sales Tax	.67
<b>TOTAL</b>	<b>7.71</b>

IMPORTANT: PLEASE PAY THIS INVOICE. NO STATEMENT WILL BE SENT.

A SERVICE CHARGE OF 1 1/2% PER MONTH (18% ANNUAL RATE)

WILL BE APPLIED TO ANY UNPAID BALANCE!

PLEASE READ CAREFULLY THE TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE

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2319 W. 8TH ST.  
COFFEYVILLE, KANSAS  
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# THOMPSON BROTHERS

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CHANUTE, KANSAS  
PH: 620.431.1680



405 MADISON  
FREDONIA, KANSAS  
PH: 620.378.4148



MAILING ADDRESS  
P.O. BOX 995  
COFFEYVILLE, KS 67337  
TOLL FREE: 800.530.5545  
FAX: 620.252.6390

3700 E. TUXEDO  
BARTLESVILLE, OKLAHOMA  
PH: 918.333.5656



CRDT CD INVOICE

683221

Sold To: 100  
ASSOCIATED MECH  
CASH ACCOUNT  
P.O. BOX 995  
COFFEYVILLE KS 67337

Ship To: 100  
ASSOCIATED MECH  
CASH ACCOUNT  
P.O. BOX 995  
COFFEYVILLE KS 67337

Job# 212400  
CC# 61-0350-6004

Ordered Date	Shipped Date	Order Entered By	Hardgoods P.O. #	Gas P.O. #	Ship VIA	Salesman	Terms			
10/18/2016	10/18/2016	KEN			PICKUP	TBS-CVILLE	CASH			
Description	Haz Class	ID #	Quantity Shipped	Unit	Quantity Ordered	Product Number	Cylinder Shp Rtn	Unit Price	Bin #	Amount
COAT COTTON GREEN 30"XXL			4.00	EA	4.00	1 WLM-WM860106		19.5000	FLOOR	78.00T
PROBAN FR7A FLAME RETARD										
ABR DSC 4-1/2"X1/8"X7/8"			12.00	EACH	12.00	1 MET-616281000		1.5000	D07F	18.00T
A24T T27 GP 25/BOX										
HEAD,K4000/K-3 EXTREME			1.00	EACH	1.00	1 ARC-94-378-368		32.5000	J05D	32.50T
GUIDE,STAND-OFF PT32			1.00	EA	1.00	1 ESB-0558002393		20.5000	J14C	20.50T

Order Placed By

All invoices must have signature **AND** printed name



1948-2013 IN CASE OF EMERGENCY CONTACT PERS 1-800-633-8253

Subtotal	149.00
Sales Tax	14.16
<b>TOTAL</b>	<b>163.16</b>

IMPORTANT: PLEASE PAY THIS INVOICE. NO STATEMENT WILL BE SENT.

A SERVICE CHARGE OF 1 1/2% PER MONTH (18% ANNUAL RATE)

WILL BE APPLIED TO ANY UNPAID BALANCE!

PLEASE READ CAREFULLY THE TERMS AND CONDITIONS OF SALE ON THE REVERSE SIDE

Since 1948

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2319 W. 8TH ST.  
COFFEYVILLE, KANSAS  
PH: 620.251.1740



# THOMPSON BROTHERS

WELDING & INDUSTRIAL SUPPLY

214 E ELM  
CHANUTE, KANSAS  
PH: 620.431.1680



405 MADISON  
FREDONIA, KANSAS  
PH: 620.378.4148



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TOLL FREE: 800.530.5545  
FAX: 620.252.6390

3700 E. TUXEDO  
BARTLESVILLE, OKLAHOMA  
PH: 918.333.5656



CRDT CD INVOICE

682949

Sold To: 100  
THOMPSON BROTHERS  
CASH ACCOUNT  
P.O. BOX 995  
COFFEYVILLE KS 67337

Ship To: 100  
THOMPSON BROTHERS  
CASH ACCOUNT  
P.O. BOX 995  
COFFEYVILLE KS 67337

Job# 212400

CC# 01-0350-0004

Ordered Date	Shipped Date	Order Entered By	Hardgoods P.O. #	Gas P.O. #	Ship VIA	Salesman	Terms			
10/13/2016	10/13/2016	RICK			PICKUP	TBS-CVILLE	CASH			
Description	Haz Class	ID #	Quantity Shipped	Unit	Quantity Ordered	Product Number	Cylinder Shp	Unit Price	Bin #	Amount
CARBON,GOUGE 1/4"X12"			150.00	EACH	150.00	1 ARC-22-043-003		.5866	L06E	87.99T
DCCC POINTED 50BX/500-CS										
CARBONS,GOUGE 3/16"X12"			150.00	EACH	150.00	1 ARC-22-033-003		.5924	L06C	88.86T
DC COPPER COATED 50/BOX										

Order Placed By

All invoices must have signature **AND** printed name



1948-2013 IN CASE OF EMERGENCY CONTACT PERS 1-800-633-8253

IMPORTANT: PLEASE PAY THIS INVOICE. NO STATEMENT WILL BE SENT.

A SERVICE CHARGE OF 1 1/2% PER MONTH (18% ANNUAL RATE)

WILL BE APPLIED TO ANY UNPAID BALANCE!

Subtotal	176.85
Sales Tax	16.81
<b>TOTAL</b>	<b>193.66</b>

CC# 01-0350-0004

Job# 212400

# FASTENAL

Fastenal Company: KSCOF  
1306 W. 11th St.  
COFFEYVILLE, KS 67337  
(620)251-3722

Thursday, November 3, 2016 8:57:27 AM

Account: KSCOFCASH Invoice: 86700

110120348	HCS3/8-16x2 Z 5	100 x	0.45 EA
1136306	3/8"-16 FHNz 5	100 x	0.11 EA
1133008	3/8 USS F/W Z	200 x	0.10 EA

SUBTOTAL	76.80
S&H CHARGE	0.00
CITY TAX	2.30
COUNTY TAX	0.00
STATE TAX	5.00
<b>TOTAL</b>	<b>84.10</b>

Payment Type : CreditCard  
Cardholder Name: NICK CASH  
Account No: 5475XXXXXXXXX2038  
Exp Date: 6/1/2019 12:00:00 AM  
Auth No: 06914J

*Nick Cash*

# ITEMS SOLD 3



Thank You For Your Business

Buy online at [www.fastenal.com](http://www.fastenal.com)  
No materials accepted for return without permission.  
All discrepancies must be reported within 10 days.

CC# 01-0350-0004

Job# 212400

# FASTENAL

Fastenal Company: KSCOF  
1306 W. 11th St.  
COFFEYVILLE, KS 67337  
(620)251-3722

Friday, October 14, 2016 1:07:06 PM

Account: KSCOFCASH Invoice: 86466

110120380	HCS1/2-13x1 1/2 Z 5	75 x	0.55 EA
1136310	1/2"-13 FHNz 5	75 x	0.24 EA
110120348	HCS3/8-16x2 Z 5	75 x	0.38 EA
1136306	3/8"-16 FHNz 5	100 x	0.09 EA
1133008	3/8 USS F/W Z	100 x	0.09 EA

SUBTOTAL	106.09
S&H CHARGE	0.00
CITY TAX	3.18
COUNTY TAX	0.00
STATE TAX	6.90

**TOTAL 116.17**

Payment Type : CreditCard  
Cardholder Name: NICK CASH  
Account No: 5475XXXXXXXXX2038  
Exp Date: 6/1/2019 12:00:00 AM  
Auth No: 06914J

*Nick Cash*

# ITEMS SOLD 5



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CASH SALE  
PLEASE TAKE OUR SURVEY  
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CC# 01-0350-0004

Job # 212400

INVOICE NUMBER 0144-151394  
INVOICE DATE 11/17/16  
CHG. CARD SALE

SR 15 SPECIAL INSTRUCTIONS SHIP VIA CUSTOMER ORDER NO. 1344334 TIME OF ORDER FILLED BY CHECKED BY

LINE	ITEM NUMBER	UNIT	DESCRIPTION	LIST PRICE	DISC	CORE	EXTENDED
1	VER 65010	EA	10, 20251100	19.47			11.49
CREDIT CARD NO: XXXXXXXXXXXXXXXX REF#: 6321332360 AUTH CD: 074341							
TERMINAL ID: 6_066493							
MANUFACTURER'S DEFECT WARRANTY							
CUSTOMER COPY "We appreciate your business"							
CUSTOMER SIGNATURE <i>[Signature]</i>							
CASH TEND. 13.47							
CHANGE 11.49							
SUB-TOTAL 11.49							
MISC. 1.09							
TAX/FEES 12.58							
TOTAL 11.49							

drivesavvy.com or see credit application. Restrictions apply. Offer expires 12/31/16. 1014

DEALER#: 09455965 Term ID: 21  
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COMPLETE A SURVEY  
WWW.GASVISIT.COM

ST# 1 TILL XXXX DR# 1 TRAN# 1013313  
CSH: 2 11/16/16 06:27:27

COMPLETE A SURVEY  
WWW.GASVISIT.COM

ST# 1 TILL XXXX DR# 0 TRAN# 9052802  
CSH: 0 11/17/16 17:16:25

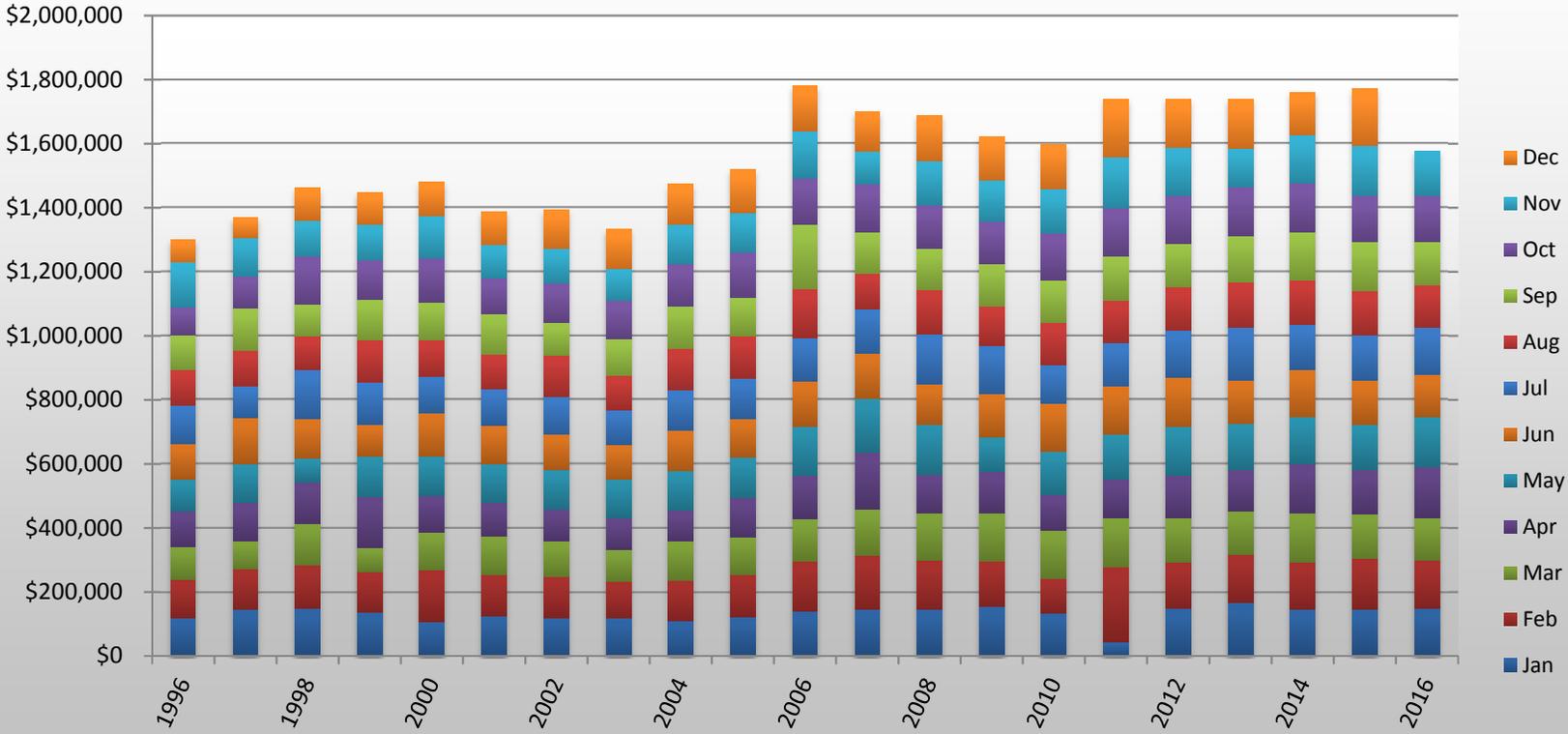
TOT WT: 0.00



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# City 1 Cent Sales Tax Revenue



**2016 LOCAL RETAIL SALES TAX COLLECTION  
1 CENT SALES/COMP USE TAX REVENUE COMBINED**

TAXING MONTH	COLLECTION MONTH	MONTH RECEIVED	2013 ACTUAL .01 TAX	2014 ACTUAL .01 TAX	2014/2013	2015 ACTUAL .01 TAX	2015/2014	2016 ACTUAL .01 TAX	2016/2015
					PERCENTAGE INC OR DEC .01 TAX		PERCENTAGE INC OR DEC .01 TAX		PERCENTAGE INC OR DEC .01 TAX
NOVEMBER	DECEMBER	JANUARY	\$167,595.09	\$146,299.40	-12.71%	\$147,492.93	0.82%	\$149,507.89	1.37%
			\$167,595.09	\$146,299.40	-12.71%	\$147,492.93	0.82%	\$149,507.89	1.37%
DECEMBER	JANUARY	FEBRUARY	\$148,919.84	\$146,126.93	-1.88%	156,319.72	6.98%	149,256.01	-4.52%
			\$316,514.93	\$292,426.33	-7.61%	\$303,812.64	3.89%	\$298,763.90	-1.66%
JANUARY	FEBRUARY	MARCH	\$137,187.38	\$155,123.07	13.07%	139,261.36	-10.23%	133,333.61	-4.26%
			\$453,702.31	\$447,549.40	-1.36%	\$443,074.00	-1.00%	\$432,097.51	-2.48%
FEBRUARY	MARCH	APRIL	\$127,529.65	\$151,251.80	18.60%	\$140,432.83	-7.15%	158,197.01	12.65%
			\$581,231.96	\$598,801.21	3.02%	\$583,506.83	-2.55%	\$590,294.52	1.16%
MARCH	APRIL	MAY	\$145,200.87	\$147,661.30	1.69%	\$140,819.49	-4.63%	157,666.90	11.96%
			\$726,432.83	\$746,462.50	2.76%	\$724,326.32	-2.97%	\$747,961.42	3.26%
APRIL	MAY	JUNE	\$135,648.76	\$148,675.89	9.60%	\$136,127.91	-8.44%	130,051.96	-4.46%
			\$862,081.59	\$895,138.39	3.83%	\$860,454.23	-3.87%	\$878,013.38	2.04%
MAY	JUNE	JULY	\$164,860.74	\$141,306.30	-14.29%	\$140,804.95	-0.35%	147,793.73	4.96%
			\$1,026,942.33	\$1,036,444.69	0.93%	\$1,001,259.18	-3.39%	\$1,025,807.10	2.45%
JUNE	JULY	AUGUST	\$139,930.94	\$138,002.68	-1.38%	\$139,448.58	1.05%	133,432.45	-4.31%
			\$1,166,873.27	\$1,174,447.38	0.65%	\$1,140,707.76	-2.87%	\$1,159,239.56	1.62%
JULY	AUGUST	SEPTEMBER	\$146,503.50	\$150,733.15	2.89%	\$153,352.27	1.74%	133,793.02	-12.75%
			\$1,313,376.77	\$1,325,180.53	0.90%	\$1,294,060.03	-2.35%	\$1,293,032.58	-0.08%
AUGUST	SEPTEMBER	OCTOBER	\$153,570.57	\$151,905.19	-1.08%	\$143,675.91	-5.42%	144,870.58	0.83%
			\$1,466,947.35	\$1,477,085.72	0.69%	\$1,437,735.94	-2.66%	\$1,437,903.16	0.01%
SEPTEMBER	OCTOBER	NOVEMBER	\$119,545.03	\$149,480.82	25.04%	\$156,641.82	4.79%	137,949.00	-11.93%
			\$1,586,492.38	\$1,626,566.54	2.53%	\$1,594,377.76	-1.98%	\$1,575,852.15	-1.16%
OCTOBER	NOVEMBER	DECEMBER	\$151,947.80	\$134,790.17	-11.29%	\$177,172.12	31.44%		
			\$1,738,440.18	\$1,761,356.71	1.32%	\$1,771,549.88	0.58%		

**2016 LOCAL RETAIL SALES TAX COLLECTION  
1 CENT SALES TAX REVENUE**

TAXING MONTH	COLLECTION MONTH	MONTH RECEIVED	2014/2013 PERCENTAGE			2015/2014 PERCENTAGE			2016/2015 PERCENTAGE	
			2013 ACTUAL .01 TAX	2014 ACTUAL .01 TAX	INC OR DEC .01 TAX	2015 ACTUAL .01 TAX	INC OR DEC .01 TAX	2016 ACTUAL .01 TAX	INC OR DEC .01 TAX	
NOVEMBER	DECEMBER	JANUARY	\$147,766.00	\$126,719.31	-14.24%	\$130,323.58	2.84%	\$125,501.87	-3.70%	
			\$147,766.00	\$126,719.31	-14.24%	\$130,323.58	2.84%	\$125,501.87	-3.70%	
DECEMBER	JANUARY	FEBRUARY	\$131,120.25	\$127,902.52	-2.45%	\$120,942.96	-5.44%	\$124,682.84	3.09%	
			\$278,886.25	\$254,621.83	-8.70%	\$251,266.54	-1.32%	\$250,184.71	-0.43%	
JANUARY	FEBRUARY	MARCH	\$120,592.18	\$127,851.86	6.02%	\$114,614.60	-10.35%	\$109,554.68	-4.41%	
			\$399,478.43	\$382,473.68	-4.26%	\$365,881.14	-4.34%	\$359,739.39	-1.68%	
FEBRUARY	MARCH	APRIL	\$113,834.38	\$132,973.66	16.81%	\$124,528.17	-6.35%	\$124,147.25	-0.31%	
			\$513,312.81	\$515,447.34	0.42%	\$490,409.31	-4.86%	\$483,886.63	-1.33%	
MARCH	APRIL	MAY	\$130,704.45	\$125,613.95	-3.89%	\$118,971.78	-5.29%	\$134,924.31	13.41%	
			\$644,017.26	\$641,061.29	-0.46%	\$609,381.09	-4.94%	\$618,810.94	1.55%	
APRIL	MAY	JUNE	\$122,956.99	\$128,525.97	4.53%	\$117,228.80	-8.79%	\$109,299.34	-6.76%	
			\$766,974.25	\$769,587.26	0.34%	\$726,609.88	-5.58%	\$728,110.28	0.21%	
MAY	JUNE	JULY	\$148,843.85	\$125,013.93	-16.01%	\$123,130.14	-1.51%	\$125,463.02	1.89%	
			\$915,818.10	\$894,601.19	-2.32%	\$849,740.02	-5.01%	\$853,573.30	0.45%	
JUNE	JULY	AUGUST	\$115,658.54	\$109,485.72	-5.34%	\$115,573.69	5.56%	\$113,138.05	-2.11%	
			\$1,031,476.63	\$1,004,086.91	-2.66%	\$965,313.72	-3.86%	\$966,711.34	0.14%	
JULY	AUGUST	SEPTEMBER	\$126,089.60	\$129,483.28	2.69%	\$130,532.71	0.81%	\$118,255.65	-9.41%	
			\$1,157,566.23	\$1,133,570.19	-2.07%	\$1,095,846.43	-3.33%	\$1,084,966.99	-0.99%	
AUGUST	SEPTEMBER	OCTOBER	\$133,317.76	\$132,775.50	-0.41%	\$125,756.13	-5.29%	\$123,623.99	-1.70%	
			\$1,290,884.00	\$1,266,345.69	-1.90%	\$1,221,602.56	-3.53%	\$1,208,590.98	-1.07%	
SEPTEMBER	OCTOBER	NOVEMBER	\$100,266.93	\$119,929.13	19.61%	\$130,810.72	9.07%	\$113,481.51	-13.25%	
			\$1,391,150.93	\$1,386,274.82	-0.35%	\$1,352,413.28	-2.44%	\$1,322,072.49	-2.24%	
OCTOBER	NOVEMBER	DECEMBER	\$130,547.73	\$113,979.58	-12.69%	\$154,540.43	35.59%			
			\$1,521,698.66	\$1,500,254.40	-1.41%	\$1,506,953.71	0.45%			

**2016 LOCAL RETAIL SALES TAX COLLECTION  
1 CENT COMPENSATING USE TAX REVENUE**

TAXING MONTH	COLLECTION MONTH	MONTH RECEIVED	2013 ACTUAL .01 TAX	2014 ACTUAL .01 TAX	2014/2013	2015 ACTUAL .01 TAX	2015/2014	2016 ACTUAL .01 TAX	2016/2015
					PERCENTAGE INC OR DEC .01 TAX		PERCENTAGE INC OR DEC .01 TAX		PERCENTAGE INC OR DEC .01 TAX
NOVEMBER	DECEMBER	JANUARY	\$19,829.09	\$19,580.09	-1.26%	\$17,169.35	-12.31%	\$24,006.03	39.82%
			\$19,829.09	\$19,580.09	-1.26%	\$17,169.35	-12.31%	\$24,006.03	39.82%
DECEMBER	JANUARY	FEBRUARY	\$17,799.59	\$18,224.41	2.39%	\$35,376.75	94.12%	\$24,573.17	-30.54%
			\$37,628.68	\$37,804.51	0.47%	\$52,546.10	38.99%	\$48,579.19	-7.55%
JANUARY	FEBRUARY	MARCH	\$16,595.20	\$27,271.21	64.33%	\$24,646.76	-9.62%	\$23,778.93	-3.52%
			\$54,223.88	\$65,075.72	20.01%	\$77,192.86	18.62%	\$72,358.13	-6.26%
FEBRUARY	MARCH	APRIL	\$13,695.26	\$18,278.14	33.46%	\$15,904.66	-12.99%	\$34,049.76	114.09%
			\$67,919.15	\$83,353.86	22.73%	\$93,097.52	11.69%	\$106,407.89	14.30%
MARCH	APRIL	MAY	\$14,496.42	\$22,047.35	52.09%	\$21,847.71	-0.91%	\$22,742.59	4.10%
			\$82,415.57	\$105,401.21	27.89%	\$114,945.23	9.05%	\$129,150.48	12.36%
APRIL	MAY	JUNE	\$12,691.78	\$20,149.92	58.76%	\$18,899.12	-6.21%	\$20,752.62	9.81%
			\$95,107.34	\$125,551.13	32.01%	\$133,844.35	6.61%	\$149,903.10	12.00%
MAY	JUNE	JULY	\$16,016.89	\$16,292.37	1.72%	\$17,674.81	8.49%	\$22,330.71	26.34%
			\$111,124.23	\$141,843.50	27.64%	\$151,519.16	6.82%	\$172,233.81	13.67%
JUNE	JULY	AUGUST	\$24,272.41	\$28,516.96	17.49%	\$23,874.89	-16.28%	\$20,294.41	-15.00%
			\$135,396.64	\$170,360.46	25.82%	\$175,394.05	2.95%	\$192,528.21	9.77%
JULY	AUGUST	SEPTEMBER	\$20,413.90	\$21,249.88	4.10%	\$22,819.56	7.39%	\$15,537.37	-31.91%
			\$155,810.54	\$191,610.34	22.98%	\$198,213.61	3.45%	\$208,065.58	4.97%
AUGUST	SEPTEMBER	OCTOBER	\$20,252.81	\$19,129.69	-5.55%	\$17,919.78	-6.32%	\$21,246.59	18.57%
			\$176,063.35	\$210,740.03	19.70%	\$216,133.38	2.56%	\$229,312.18	6.10%
SEPTEMBER	OCTOBER	NOVEMBER	\$19,278.10	\$29,551.69	53.29%	\$25,831.10	-12.59%	\$24,467.49	-5.28%
			\$195,341.45	\$240,291.72	23.01%	\$241,964.48	0.70%	\$253,779.66	4.88%
OCTOBER	NOVEMBER	DECEMBER	\$21,400.07	\$20,810.59	-2.75%	\$22,631.69	8.75%		
			\$216,741.52	\$261,102.31	20.47%	\$264,596.17	1.34%		

## 2016 SALES TAX ALLOCATION

Month	Tax Collected	General Fund (1/2 Cent) 010-4-000-029	Street (Hwy) Improvement (1/2 Cent) 520-4-220-195	Street (Non-Hwy) Improvements (1/2 Cent Eff 4/1/10) 520-4-220-195	Capital Improvements (1/2 Cent) (See Below)	USD #445 Sales Tax Fund (1/2 Cent) 550-4-000-195	CRMC Sales Tax Fund (1/2 Cent) 560-4-000-195	TOTAL COLLECTIONS
January	\$ 448,523.68	\$ 74,753.97	\$ 74,753.95	\$ 74,753.95	\$ 74,753.95	\$ 74,753.94	\$ 74,753.94	\$ 448,523.68
February	447,768.03	74,628.01	74,628.01	74,628.01	74,628.01	74,628.01	74,628.01	447,768.03
March	400,000.83	66,666.81	66,666.81	66,666.81	66,666.81	66,666.81	66,666.81	400,000.83
April	474,591.02	79,098.50	79,098.50	79,098.50	79,098.50	79,098.50	79,098.50	474,591.02
May	473,000.70	78,833.45	78,833.45	78,833.45	78,833.45	78,833.45	78,833.45	473,000.70
June	390,155.87	65,025.98	65,025.98	65,025.98	65,025.98	65,025.98	65,025.98	390,155.87
July	443,381.18	73,896.86	73,896.86	73,896.86	73,896.86	73,896.86	73,896.86	443,381.18
August	400,297.36	66,716.23	66,716.23	66,716.23	66,716.23	66,716.23	66,716.23	400,297.36
September	401,379.06	66,896.51	66,896.51	66,896.51	66,896.51	66,896.51	66,896.51	401,379.06
October	434,611.74	72,435.29	72,435.29	72,435.29	72,435.29	72,435.29	72,435.29	434,611.74
November	413,846.99	68,974.50	68,974.50	68,974.50	68,974.50	68,974.50	68,974.50	413,846.99
December	-	-	-	-	-	-	-	-
	\$ 4,727,556.46	\$ 787,926.10	\$ 787,926.08	\$ 787,926.08	\$ 787,926.08	\$ 787,926.07	\$ 787,926.07	\$ 4,727,556.46

### Allocation of Capital Improvements Sales Tax Portion



Month	Capital Equipment (20%) 500-4-000-199	Economic Development (10%) 180-4-000-195	Capital Improv. - Municipal Building Renovation Project 520-4-350-195	Sales Tax Bond Reserve Fund 540-4-000-195	Sales Tax Bond Debt Service 530-4-000-195	Total Capital Improvements (1/2 Cent) (See Above)
January	\$ 14,950.79	\$ 7,475.39	\$ 52,327.76	\$ -	\$ -	\$ 74,753.95
February	14,925.60	7,462.80	52,239.60	-	-	74,628.01
March	13,333.36	6,666.68	46,666.76	-	-	66,666.81
April	15,819.70	7,909.85	55,368.95	-	-	79,098.50
May	15,766.69	7,883.35	55,183.42	-	-	78,833.45
June	13,005.20	6,502.60	45,518.18	-	-	65,025.98
July	14,779.37	7,389.69	51,727.80	-	-	73,896.86
August	13,343.25	6,671.62	-	-	46,701.36	66,716.23
September	13,379.30	6,689.65	-	-	46,827.56	66,896.51
October	14,487.06	7,243.53	-	-	50,704.70	72,435.29
November	13,794.90	6,897.45	-	-	48,282.15	68,974.50
December	-	-	-	-	-	-
	\$ 157,585.22	\$ 78,792.61	\$ 359,032.49	\$ -	\$ 192,515.77	\$ 787,926.08