

OSAWATOMIE CITY COUNCIL  
AGENDA  
**December 18, 2014**  
6:30 p.m., Memorial Hall

1. Call to order
2. Roll Call
3. Pledge of Allegiance
4. Invocation – Wayne Ova, Faith Baptist Church
5. Consent Agenda
  - Consent Agenda items will be acted upon by one motion unless a Council member requests an item be removed for discussion and separate action*
  - A. Approve December 18 Agenda
  - B. Approve Minutes of November 13 and November 20 Council Meetings
  - C. Approve Appropriation Ordinance 2014-11
6. Presentations; Comments from the Public
  - Citizen participation will be limited to 5 minutes. Please stand & be recognized by the Mayor.*
  - A. Wayne Ova, Faith Baptist Church
7. Public Hearing –
  - A. 2014 Budget Amendment Hearing
8. Unfinished Business
  - A. Approve 2014 Budget Amendment
  - B. WWTP Improvements Project Change Orders 4 and 5
  - C. WWTP Improvements Project Pay App 6
  - D. Rails to Trails – Interim Contract with Kanza Rail-Trails Conservancy
9. New Business
  - A. Appointments – none
  - B. Approve 2015 Cereal Malt Beverage Licenses
  - C. Annual Fees Resolution – Utility Rates
  - D. SRO Contract with USD 367
  - E. Resolution – New Personnel Policies
  - F. 2015 Pay Increases
  - G. Skid Loader & Trailer
  - H. Close City Offices on December 26
10. Council Reports
11. Mayor’s Report
12. City Manager’s Report
13. Executive Session(s)
14. Other Discussion/Motions
15. Adjournment

*REGULAR MEETING – January 8, 2015*  
*REGULAR MEETING – January 22, 2015*

Osawatomie, Kansas. **November 13, 2014.** The Council meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:30 p.m. Council members present were Dickinson, Farley, Hampson, Hunter, LaDuex, Maichel, Walmann and Wright. Also present were City Manager Cawby, City Attorney Wetzler and City Clerk Elmquist. Visitors were Marvin Halvorsen, Jerry Bechtel, Wayne Linder, Drew Spisak, Phil Dudley, Mike Solo, Bill Graves, Richard Alonzo, Mike Moon, Alan Hire, Blake Madden, Ted Bartlett, Kyle Glaser, Ryan Crowley and Colleen Truelson.

INVOCATION. Pastor Marvin Halvorsen, Blessed Hope Seventh Day Adventist Church, delivered the invocation..

CONSENT AGENDA. Approval of November 13 Agenda, approval of the minutes of October 9 and October 23 Council Meetings, approval of Appropriation Ordinance 2014-10 and approval of WWTP Improvements Project Pay App 5. **Motion** made by Hunter, seconded by Dickinson to approve the Consent Agenda as presented. Yeas: All.

Presentations, Comments from the Public:

Pastor Halvorsen said their church's strongest suit is health education. November 18 at 7:00 p.m. they will have a health presentation. NEWSTART is an acronym for a healthy lifestyle based on eight parts to help achieve optimum health.

Richard Alonzo, 736 Walnut, said the Christmas trees and American flags have been put up before Veteran's Day. Waited and very upset that the City did not get the flags up. He is proud that the school holds a celebration for our local veterans and is very appreciative.

Wayne Linder, Wellsville, is a member of the Golf Course. Understands that an outside company will be taking care of the Golf Course. The Men's Club built a new shed and paid for the zoysia grass. Need to consider what the members want.

Jerry Bechtel, 1539 Main Street, said that if the City is going to lease out the Golf Course that will take away Brad Waggoner's living. Talked about WAPA putting in the Golf Course when they dammed the lake for another source of water for the city. There are lots of people that have put a lot of their own money into the Course. He said the City is making themselves look foolish. Waggoner has done a lot of work on the course.

Drew Spisak, Wellsville, has been a member for 20 years. Waggoner cares because of the improvements he's made. If someone else comes in, all the Wellsville members will drop their memberships.

Phil Dudley, 1536 Pacific Court, said that if the Golf Course is turned over to someone else, it won't get the care of a City asset. Asked if the Sports Complex makes enough money. Activities are needed for adults. It's a disrespect to Waggoner, but understands the economics. The Golf Course brings a lot of people in from the surrounding area.

Mike Solo, 32485 399<sup>th</sup> Street, this is the first year he has joined. Waggoner is friendly and knows everyone. The Course has a great home-town feeling. Hasn't seen any marketing. Remarkable supervision and only three employees.

Mayor Govea said the City needs to look at all possibilities. Walmann said that the Council's job is to be responsible in the manner the Course is handled. It's not about whose running it. City Manager Cawby said there are five members on Golf Course Committee consisting of members and patrons.

Public Hearings:

**CONDEMNATIONS.** Property owners were given the opportunity to show cause why their structure should not be condemned and ordered repaired or demolished. The Mayor opened the public

hearing at 7:09 p.m. Structures considered for condemnation were 345 Parker, 403 Chestnut, 715 Chestnut, 812 South Street, 901 Chestnut and 1006 5<sup>th</sup> Street. No property owners or other parties in interest were in attendance. Hearing closed at 7:37 p.m. **Motion** made by LaDuex, seconded by Hunter to authorize the City Manager to create resolutions for the properties listed on the agenda. Yeas: All.

Unfinished Business: none

New Business:

**APPOINTMENTS:** none

**ABANDONMENT OF ALLEY – REQUEST FROM E & H PROPERTIES, INC.** A request was received from E & H Properties to vacate the east-west alley between the 600 blocks of Mulberry and Cedar. When an alley is vacated, the land reverts to the owners of the adjacent lots and is divided equally and in proportion to the current alley frontage of the respective lots. E & H Properties owns all but one parcel on each side of the alley. Written permission was received from the owner of the other parcel. Also, Kansas Gas Service has provided documentation that they do not have utilities in the alley and have no problem with the vacation. **Motion** made by LaDuex, seconded by Wright to approve the abandonment of the alley. Yeas: All. The Ordinance was assigned No. 3723.

**SELECTION ON RFQ AND APPROVAL OF CONTRACT – COMPLEX BUILDING.** Triangle Builders, LLC and Wendt Construction were interviewed about the project. The proposals and bids were strictly for construction of and finish work within the new building. A majority of the site and utility work for the building will be performed by City staff in an effort to reduce costs. The bids received were as follows:

Triangle Builders, LLC	\$150,000
Wendt Construction	\$105,000

The selection committee consisting of Ryan Crowley, Ted Bartlett, Blake Madden and Don Cawby reviewed each proposal and recommended that the City enter into a contract with Wendt Construction. In addition to the lower cost, the committee felt that Wendt Construction would be more accommodating to the City by allowing City staff to perform work in conjunction with their work and alongside their crew. A master plan is needed for the Sports Complex. **Motion** made by LaDuex, seconded by Wright to approve the selection of Wendt Construction and approve the City drafting a contract with Wendt Construction. Yeas: All.

**2014 Standard Traffic Ordinance – Repealing Previous Ordinance and Adopting Corrected Ordinance.** City Attorney Wetzler had question about the LKM’s second corrected ordinance. **Motion** made by Hunter, seconded by LaDuex for staff to make the technical adjustments. Yeas: All. The Ordinance was assigned No. 3724.

**PSC RECOMMENDATION – DESIGNATED EMERGENCY SNOW ROUTES.**

**PSC RECOMMENDATION – AMENDMENT TO NO PARKING AT 4<sup>TH</sup> & BROWN.**

Two recommendations were received from the Public Safety Committee. However, only three of the five members were present and no one had talked to any City staff. **Motion** made by Farley, seconded by Walmann to table both recommendations and to allow staff to review and bring back next month. Yeas: All.

**RESCHEDULE DECEMBER 11 MEETING.** City Manager Cawby will not be able to attend the December 11 Council meeting due to eye surgery. The budget amendment hearing is December 18. **Motion** made by Hunter, seconded by Hampson to cancel the December 11 meeting. Yeas: All.

Council Reports:

Walmann: The Boy Scout bused at Applebee’s for their Veteran’s Day deal. They would look each veteran in the eye and said thank you.

LaDuex: Appreciates the help the City gave at the annual Freedom Festival.

Hunter: Pleased to see the nuisance report and the activity. The new wall at the railroad museum is just about up and they are starting to put items back into the museum.

Hampson: The Parks & Recreation Committee discussed how the Emerald Ash Borer could effect the city.

Maichel: The Public Safety Committee reviewed a few items.

Mayor's Report:

Attended the League's dinner at Ottawa.

December 19 is the City Employee Breakfast in the Auditorium. There will also be an award ceremony.

City Manager's Report:

**Nuisances.** Nuisance Officer Glaser canvassed the east side of town for vehicle violations. He has issued 34 letters.

**Golf Course.** The Golf Course Committee reviewed four RFPs on operating the Golf Course. Two were selected to interview.

**Sewer Plant.** The project is almost done. BG Consultants will review the output. Sludge is being hauled once a week by L&K Services. The box at the headwaters had to be realigned but that didn't fix everything.

**Budget Amendment.** Will try to get the final draft out by December 1.

**Sally Port.** One bid received and was over budget. Looking at doing a stick building now and having subcontracts instead of hiring a contractor who would then hire subcontractors.

**Trailer at 509 1<sup>st</sup> Street.** David Klawonn has been notified that if the trailer is not removed by next week the City will have to move it.

**EXECUTIVE SESSION** – none

**OTHER DISCUSSION/MOTIONS:** none

At 8:30 p.m. **motion** was made by Hunter, seconded by LaDuex to adjourn. Yeas: All.

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Ann Elmquist, City Clerk

Osawatomie, Kansas. **November 20, 2014.** The Council meeting was held in Memorial Hall. Mayor Govea called the meeting to order at 6:32 p.m. Council members present were Dickinson, Hampson, Hunter, LaDuex, Maichel, Walmann and Wright. Absent was Farley. Also present were City Manager Cawby and City Clerk Elmquist. Visitors were Jerry Bechtel, Mike Moon, Colleen Truelson.

INVOCATION. Councilmember Hunter delivered the invocation.

CONSENT AGENDA. Approval of the November 20 Agenda and 2014 Standard Traffic Ordinance – corrections to the ordinance from November 13. **Motion** made by Hunter, seconded by Hampson to approve the Consent Agenda. Yeas: All.

Presentations, Comments from the Public:

Public Comment:

Jerry Bechtel, 1539 Main Street, gave more of the history on the Golf Course. He just can't fathom taking the Golf Course and putting it in someone else's hands.

Farley arrived at 6:35 p.m.

Mike Moon, 111 Rohrer Heights, said the City is doing the right thing by looking at the management of the Golf Course. If a lease is considered, their bottom line is much more finite than the City's. What if fertilizer couldn't be laid if there is not enough profit? Then what would happen to the condition of the course? Saturday is the Christmas Rotary Club Pancake feed.

Wetzler arrived at 6:43 p.m.

Public Hearings: none

Unfinished Business: none

**RESOLUTIONS TO CONDEMN CERTAIN PROPERTIES.** The Council held a public hearing November 13 on condemnation of properties and made determinations on each property. The resolution for each property states that the structure is unsafe or dangerous and directs that the structure be removed and the premises made safe and secure. None of the properties had been abandoned. Owners are to commence the removal of the property within 14 days from the date of publication of the resolution and to have the removal completed within 30 days of the commencement.

**345 Parker.** Dangerous and Unsafe. made by LaDuex, seconded by Hunter to approve the resolution. Yeas: All. The Resolution was assigned No. 688.

**403 Chestnut.** Dangerous and Unsafe. made by Hunter, seconded LaDuex by to approve the resolution. Yeas: All. The Resolution was assigned No. 689.

**715 Chestnut.** Dangerous and Unsafe. **Motion** made by LaDuex, seconded by Maichel to approve the resolution. Yeas: All. The Resolution was assigned No. 690.

**812 South Street.** Dangerous and Unsafe. **Motion** made by Hunter, seconded LaDuex to approve the resolution. Yeas: All. The Resolution was assigned No. 691.

**901 Chestnut.** Dangerous and Unsafe. **Motion** made by LaDuex, seconded by Wright to approve the resolution. Yeas: All. The Resolution was assigned No. 692.

**1006 5<sup>th</sup> Street.** Dangerous and Unsafe. **Motion** made by Hampson, seconded by LaDuex to approve the resolution. Yeas: All. The Resolution was assigned No. 693.

**UNION PACIFIC SALES AGREEMENT.** The final negotiations resulted in the Union Pacific accepting \$12,000 for the property in an as-in condition. The Kanza Rail-Trails Conservancy stepped in and said they would pay that amount, subject to the City giving control of the property to the Conservancy. Terms were agreed to with the Conservancy and the Union Pacific. The plan is for the City to purchase the property from the Union Pacific and then turn around and sell the City's interest in the property to the Kanza Rail-Trails Conservancy in the next couple of weeks. This was deemed to be the best course of action so as to not complicate purchase of the property with the Union Pacific. **Motion** made by LaDuex, seconded by Hunter to Authorize the Mayor and City Manager to execute the Trail Purchase Agreement with the Union Pacific Railroad. Yeas: All.

New Business:

**APPOINTMENTS:** none

**PROPOSED BUDGET AMENDMENTS.** City Manager Cawby reviewed the budget to make sure expenditures were going to remain within the budget and to determine what, if any, adjustments must be made to leave adequate balances in funds. He outlined the status of the major funds and the issues in each of the funds requiring a budget amendment or transfer to balance out the City's finances by December 31. **Motion** made by Maichel, seconded by LaDuex approving setting the public hearing on December 18 for the 2014 Budget Amendment. Yeas: All.

**PROPOSED UTILITY RATES AND FEES.** Sewer Rates. In 2012, the Council approved a sewer rate increase which had the impact that was expected. Also, the belief was that rates were going to have to be raised in two years to cover rising operating costs and also to cover about four years of higher debt service payments. The increased debt payments were necessary to make improvements at the Sewer Plant. Further improvements are expected to be required in order to receive the next KDHE permit. The proposed new rates would be an average increase of 7.5% over the current rates. The increased rates would add \$1.92 to the base rate and 2 cents to the usage rate. Water Rates. In 2012, a water rate increase of around 6.0% was approved. The upcoming project on Main Street means planning ahead for payment of costs as well as for upgrades to the current system. The proposed rates would be an average increase of around 10% over the current rates. The actual percentage increase for each customer will vary greatly because of changing the tiers. The proposed changes result in some bills having a reduction, because of the change in the meter fee and the elimination of the minimum usage charge.

Council Reports: none

Mayor's Report:

The Employees' Appreciation Breakfast is December 19.

City Manager's Report:

Projects:

**Sixth Street Underground.** The Electric Line crew cleaned up the power lines on South Sixth Street. From Walnut to Kelly, the street lights were moved to the east side of the road. All electric lines were moved to underground services. The overhead electric wires going back and forth across the street are gone. The poles will be removed after Suddenlink and CenturyLink remove their lines..

**Sewer Plant.** Sewer Plant Construction is almost complete.

**Sports Complex.** A lot of dirt work has been done in preparation for construction of the new building The batting cages have been relocated.

**Lake Shelter House.** When schedules clear, work will begin to remove part of the chimney. Will try to have a recommendation on how to proceed with the project at the December 18 meeting.

Issues:

**Codification.** City staff will be sending out an RFP for Codification Services. The Code needs to be brought current to include the ordinances passed over the last several years. Online hosting and annual services will be included in the RFP so ordinances are updated at least once a year in the Code book and will be accessible through the City's website.

**Personnel Regulations.** A final draft of the personnel regulations will be sent out in early December. They will be discussed and possibly adopted at the December 18 meeting so the new changes would go into effect on January 1, 2015.

**Motion** made at 8:51 p.m. by Maichel, seconded by LaDuex to adjourn. Yeas: All.

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Ann Elmquist, City Clerk

# Record of Ordinances

ORDINANCE NO. 2014-11

DATE WARRANTS ISSUED:  
November 30, 2014

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AN ORDINANCE MAKING APPROPRIATION FOR THE PAYMENT OF CERTAIN CLAIMS.

Be it ordained by the Governing Body of the City of Osawatomie, Kansas

Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the city treasury the sum required for each claim.

CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
KMEA	GRDA Electricity	1537	87,461.81
KMEA	WAPA Electricity	1538	9,006.34
City of Osawatomie	Petty Cash Reimbursement	1539	1,763.83
American Safety Utility Corporation	Muletape	44741	275.28
AT&T	RTU'S	44742	221.96
Blue Valley Tractor & Supply	Spindle, Shaft, Pulley	44743	85.54
C&G Merchants Supply, Inc.	Towels, Cups, Straws, Chips, Candy	44744	202.76
Campbell Fire Protection	Fire Extinguisher Maintenance	44745	111.00
City of Osawatomie	Utilities	44746	10,830.60
Coleman Equipment, Inc.	Seal Kits, Switch, Rubber Pads	44747	432.97
Donna & Viola's Shirts	Uniform Patches, Shirts	44748	73.00
Elliott Insurance	Notary Bond	44749	115.00
Employee Screening Services	Drug Testing	44750	228.00
Family Center	Wrench, Cord, Ratchet Strap	44751	853.46
Foremost Promotions	Lollipops	44752	55.70
HD Supply Waterworks	3/4 Corp CCXPJ	44753	245.30
John Deere Financial	Spindle, Plug	44754	172.92
John Deere Landscapes	Winter Fertilizer, Sidewalk Salt	44755	1,075.39
Kansas Department of Commerce	JTC Oil Lease-Dec 2014	44756	1,000.00
Kansas One Call	Loctes	44757	160.80
Kansas Rural Water Association	Annual Fees	44758	920.00
League of Kansas Municipalities	Regional Supper, KACM Conference	44759	397.00
Lybarger Oil	Fuel	44760	6,015.82
Navrat's Office Products, Inc.	Notary Stamp	44761	28.25
ND&H Attorneys At Law	Attorney Fees	44762	1,890.00
Oil Patch Pump & Supply	PVC Cement, Lubricant, Plugs	44763	67.12
Olathe Winwater Works	Saddle	44764	56.25
Osawatomie Pet Clinic	Reccal Plus, Needles	44765	137.00
Pace Analytical	Analytical Services	44766	301.00
Paola Do It Best Hardware	Level, Screwdriver, Wet/Dry Vac	44767	226.26
Pat's Signs	Yard Signs	44768	-
Regency Coffee & Vending	Coffee	44769	58.44
Ron's Small Engine, Inc.	Needle & Seal Kit	44770	36.52
Rural Water District #1	Services	44771	280.71
Scott A Michie Planning Services	Consulting Services	44772	764.95
Smitty's Lawn & Garden Equipment	Mower Parts	44773	18.03
Suddenlink	Internet	44774	59.95
Elizabeth Trigg	Candy, Table Clothes, Gift Cards	44775	101.67
UPS Store	Copies	44776	85.00
Van Wall Equipment	Switch	4477	143.41



CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Wade Quarries	Gravel	44778	352.28
Winterscheid Auto Parts	Switch, Filters, Spark Plugs	44779	810.44
City of Osawatomie	Petty Cash Reimbursement	1540	1,911.04
Altec Industries	Greenlee Battery Base Tool	44780	1,476.11
Baker & Taylor	Books	44781	471.66
Bentley Systems, Inc.	Power Geopak Perpetual License	44782	7,915.50
Bolling Bargain	Zip Ties, Tarp	44783	32.80
Brewer's Automotive Repair	Balance Tires	44784	8.00
Computers & More, LLC	Wireless Keyboard & Mouse	44785	106.15
Contract Furnishings	Lateral Files, Desks, Hanging Files	44786	1,377.00
Dish Network	Service	44787	100.12
Donna & Viola's Shirts	Shirts	44788	968.50
EMG, Inc.	Energy Consulting	44789	1,885.20
Galls	Badge Customization, Engraving	44790	210.68
Grainger	Fan Motor, Coupling, Screw Set	44791	332.66
Industrial Sales	PVC	44792	1,189.11
Kansas City Wilbert	Grave Openings	44793	775.00
Kansas State Treasurer	Training Funds	44794	840.50
Key Equipment & Supply Co.	SB Saver Set	44795	200.00
Killough Construction, Inc.	Asphalt	44796	1,910.65
Kincaid Ready Mix	Concrete	44797	460.00
Kustom Signals, Inc.	Antenna	44798	113.00
L&K Services	Refuse, Sludge Haul Off	44799	34,631.22
Madden Rental	Portable Toilet Rental	44800	660.00
Miami County Sheriff's Office	Prisoner Care	44801	1,374.34
Miami Veterinary Clinic	Examination	44802	30.00
Moon's IGA	Cleaning Supplies, Hamburger	44803	-
Moon's IGA	Cleaning Supplies, Hamburger	44804	1,087.40
NEKLS	Barcodes	44805	31.95
Pat's Signs	Stressballs-Footballs	44806	237.14
Protective Equipment Testing Lab.	Rubber Gloves Tested	44807	476.29
Quill	Calculator, Stapler, Paper, Gloves	44808	114.58
Ricoh	Copier Lease-PD	44809	183.90
Ricoh	Copier Lease	44810	280.78
Ricoh	Copies	44811	358.00
Riverside Manufacturing	Dungarees	44812	258.09
Suddenlink	Internet	44813	73.90
Visa	Chairs, Lodging, Postage, Pants	44814	2,731.36
Visa	Batteries, DVD's, Costumes, Books	44814	1,084.67
Midland Contractors	WWTP Imp-Application 5	44816	96,989.58
Reserve Account	Postage	44817	1,200.00
Applied Maintenance Supplies	Gloves	44818	144.22
BG Consultants, Inc.	Consulting Services	44819	28,841.90
Bradley A/C & Heating	Adjusted Pulley and Belt	44820	142.50
CenturyLink	RTU'S	44821	521.56

## Record of Ordinances

DATE WARRANTS ISSUED:  
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CLAIMANT	NATURE OF CLAIM OR SERVICE	CLAIM NUMBER	AMOUNT
Ceramic Studio	Ceramic Snowmen	44822	240.00
Ryan Crowley	Christmas Lights	44823	193.71
Demco	Labels, Tape, Rubber Bands	44824	87.81
Design Mechanical, Inc.	Replace Pipes & Parts on Boiler	44825	4,885.87
Ditch Witch	Striker Rings, Coupler, Hose	44826	183.57
Richard Fisher, Jr., LLC	Attorney Fees	44827	1,000.00
Fun Services of Kansas City	Castle, Sno Cone Machine	44828	220.00
Gallagher Benefit Services, Inc.	Administration Fee	44829	372.00
Hach Company	Ammonia Salicylate, Chlorine Reagent	44830	475.86
Kansas City Power & Light Co.	Services	44831	1,330.51
Kansas Gas Service	Services	44832	1,720.67
Kansas Recreation and Park Assoc.	Membership	44833	275.00
Kansas State Treasurer	Registrar & Transfer Agent Fee	44834	630.00
Kriz-Davis Co.	Wire, Quazite Stackable Boxes	44835	8,669.54
League of Kansas Municipalities	2014 STO & UPOC Books & Web	44836	435.14
Logan Contractors Supply, Inc.	Brushes, Digital Level	44837	522.87
Martin Pringle	City Prosecutor, Municipal Matters	44838	4,785.61
Miami County Health Department	Hepatitis B	44839	110.00
ND&H Attorneys at Law	Attorney Fees	44840	685.00
NPG Newspapers	Treasurers Report, Advertisement	44841	190.70
OMB Guns	Magazines	44842	40.00
Postmaster	Utility Billing	44843	1,000.00
Reflective Group	Services	44844	300.03
Royal Metal Industries	Square Tubing	44845	64.60
Smith's Appliances, Inc.	Filters for Range Hood	44846	30.00
Sprint	Service	44847	18.18
Stanion Wholesale Elect. Co.	Wire	44848	464.77
Suddenlink	Internet	44849	59.95
Superior Lamp, Inc.	Led Light Bulbs, Heavy Duty Bulbs	44850	634.41
Synergy	Closed Loop Boiler Water Treatment	44851	470.00
Total Electric Contractors, Inc.	Change Timings on Traffic Lights	44852	376.50
Brad Waggoner	Proshop	44853	247.74
Zep Sales & Service	Soap, Liners	44854	293.97
KMEA	EMP Electricity	1541	6,918.58
Union Pacific Railroad	Rail to Trail Line	44855	12,000.00
Kansas Department of Revenue	Compensating Use Tax	1542	516.17
Kansas Department of Revenue	Sales Tax	1543	15.15
Kansas Department of Revenue	Sales Tax	1544	340.76
Kansas Department of Revenue	Sales Tax	1545	12,918.27
First Option Bank	Street Sweeper Loan Payment	1546	12,740.00
City of Osawatomie	Petty Cash Reimbursement	1547	1,511.17
Home Depot	Ladder, Lighting Cage, Coupler	44856	891.89
Employee Mutual Casualty Co.	Settlement Deductible	44857	5,000.00
Olathe Winwater Works	Saddles, Couplings	44858	1,088.15
Quill	Storage Boxes, Envelopes, Stapler	44859	448.30



CASH TRANSACTIONS REPORT

YEAR: THROUGH NOVEMBER  
City of Osawatomie

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12/16/2014  
4:45 pm

Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 01 - GENERAL OPERATING</b>				
100.101 CASH & INVESTMENTS	202,578.56	2,193,605.18	2,068,167.91	328,015.83
Fund: 01	202,578.56	2,193,605.18	2,068,167.91	328,015.83
<b>Fund: 02 - WATER</b>				
100.101 CASH & INVESTMENTS	206,189.85	782,759.84	830,173.61	158,776.08
Fund: 02	206,189.85	782,759.84	830,173.61	158,776.08
<b>Fund: 03 - ELECTRIC</b>				
100.101 CASH & INVESTMENTS	509,131.80	3,782,531.34	3,362,525.27	929,137.87
Fund: 03	509,131.80	3,782,531.34	3,362,525.27	929,137.87
<b>Fund: 04 - EMPLOYEE BENEFIT</b>				
100.101 CASH & INVESTMENTS	20,523.22	802,811.08	726,330.02	97,004.28
Fund: 04	20,523.22	802,811.08	726,330.02	97,004.28
<b>Fund: 05 - REFUSE</b>				
100.101 CASH & INVESTMENTS	5,510.67	360,410.87	328,593.57	37,327.97
Fund: 05	5,510.67	360,410.87	328,593.57	37,327.97
<b>Fund: 06 - LIBRARY</b>				
100.101 CASH & INVESTMENTS	98,394.18	15,202.43	11,561.60	102,035.01
Fund: 06	98,394.18	15,202.43	11,561.60	102,035.01
<b>Fund: 07 - RECREATION</b>				
100.101 CASH & INVESTMENTS	0.00	4,050.99	3,705.53	345.46
Fund: 07	0.00	4,050.99	3,705.53	345.46
<b>Fund: 08 - RURAL FIRE</b>				
100.101 CASH & INVESTMENTS	4,173.60	48,926.25	49,972.05	3,127.80
Fund: 08	4,173.60	48,926.25	49,972.05	3,127.80
<b>Fund: 09 - INDUSTRIAL</b>				
100.101 CASH & INVESTMENTS	35,121.46	32,206.27	29,984.83	37,342.90
Fund: 09	35,121.46	32,206.27	29,984.83	37,342.90
<b>Fund: 10 - REVOLVING LOAN</b>				
100.101 CASH & INVESTMENTS	72,758.43	0.00	0.00	72,758.43
Fund: 10	72,758.43	0.00	0.00	72,758.43
<b>Fund: 11 - SPECIAL PARKS &amp; RECREATION</b>				
100.101 CASH & INVESTMENTS	88,220.50	184,892.27	234,336.37	38,776.40
Fund: 11	88,220.50	184,892.27	234,336.37	38,776.40
<b>Fund: 12 - STREET IMPROVEMENT</b>				
100.101 CASH & INVESTMENTS	122,076.34	119,041.23	68,366.90	172,750.67
Fund: 12	122,076.34	119,041.23	68,366.90	172,750.67
<b>Fund: 13 - BOND &amp; INTEREST</b>				
100.101 CASH & INVESTMENTS	88,616.74	784,510.17	753,495.00	119,631.91
Fund: 13	88,616.74	784,510.17	753,495.00	119,631.91
<b>Fund: 14 - PUBLIC SAFETY EQUIPMENT</b>				
100.101 CASH & INVESTMENTS	9,068.46	2,203.87	0.00	11,272.33
Fund: 14	9,068.46	2,203.87	0.00	11,272.33
<b>Fund: 15 - INSURANCE PROCEEDS</b>				
100.101 CASH & INVESTMENTS	0.84	0.00	0.00	0.84
Fund: 15	0.84	0.00	0.00	0.84
<b>Fund: 16 - SEWER</b>				
100.101 CASH & INVESTMENTS	383,947.55	761,568.88	806,444.65	339,071.78
Fund: 16	383,947.55	761,568.88	806,444.65	339,071.78

CASH TRANSACTIONS REPORT

YEAR: THROUGH NOVEMBER  
City of Osawatomie

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 17 - RECREATION EMPLOYEE BENEFITS</b>				
100.101 CASH & INVESTMENTS	0.00	501.66	458.46	43.20
Fund: 17	0.00	501.66	458.46	43.20
<b>Fund: 18 - GOLF COURSE</b>				
100.101 CASH & INVESTMENTS	26,038.37	226,503.29	249,139.21	3,402.45
Fund: 18	26,038.37	226,503.29	249,139.21	3,402.45
<b>Fund: 19 - SPECIAL REVENUE (FIRE EQUIP)</b>				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 19	0.00	0.00	0.00	0.00
<b>Fund: 20 - SPECIAL REVENUE (911)</b>				
100.101 CASH & INVESTMENTS	9,897.41	0.00	0.00	9,897.41
Fund: 20	9,897.41	0.00	0.00	9,897.41
<b>Fund: 21 - LLEBG GRANT</b>				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 21	0.00	0.00	0.00	0.00
<b>Fund: 22 - TOURISM</b>				
100.101 CASH & INVESTMENTS	7,979.00	63,337.68	44,974.09	26,342.59
Fund: 22	7,979.00	63,337.68	44,974.09	26,342.59
<b>Fund: 23 - EVIDENCE LIABILITY</b>				
100.101 CASH & INVESTMENTS	14,361.29	0.00	1,461.50	12,899.79
Fund: 23	14,361.29	0.00	1,461.50	12,899.79
<b>Fund: 24 - CAPITAL IMPROVEMENTS - GENERAL</b>				
100.101 CASH & INVESTMENTS	210,479.32	128,400.00	158,960.80	179,918.52
Fund: 24	210,479.32	128,400.00	158,960.80	179,918.52
<b>Fund: 25 - CAPITAL IMPROVEMENTS - STREETS</b>				
100.101 CASH & INVESTMENTS	19,158.54	99,964.26	37,731.95	81,390.85
Fund: 25	19,158.54	99,964.26	37,731.95	81,390.85
<b>Fund: 26 - CAPITAL IMPROVEMENTS - SEWER</b>				
100.101 CASH & INVESTMENTS	-301,209.31	808,316.97	732,314.55	-225,206.89
Fund: 26	-301,209.31	808,316.97	732,314.55	-225,206.89
<b>Fund: 27 - CAPITAL IMPROVEMENTS - GRANTS</b>				
100.101 CASH & INVESTMENTS	260,004.80	641,922.01	650,974.02	250,952.79
Fund: 27	260,004.80	641,922.01	650,974.02	250,952.79
<b>Fund: 30 - CLEARING FUND</b>				
100.101 CASH & INVESTMENTS	0.00	7,011,003.05	7,011,003.05	0.00
Fund: 30	0.00	7,011,003.05	7,011,003.05	0.00
<b>Fund: 50 - CAFETERIA 125</b>				
100.101 CASH & INVESTMENTS	14,098.88	50,862.78	38,122.55	26,839.11
Fund: 50	14,098.88	50,862.78	38,122.55	26,839.11
<b>Fund: 51 - COURT ADSAP</b>				
100.101 CASH & INVESTMENTS	7,661.00	0.00	0.00	7,661.00
Fund: 51	7,661.00	0.00	0.00	7,661.00
<b>Fund: 52 - COURT BONDS</b>				
100.101 CASH & INVESTMENTS	5,883.86	11,902.10	8,883.10	8,902.86
Fund: 52	5,883.86	11,902.10	8,883.10	8,902.86
<b>Fund: 53 - FORFEITURES</b>				
100.101 CASH & INVESTMENTS	257.29	1,096.13	200.00	1,153.42
Fund: 53	257.29	1,096.13	200.00	1,153.42

CASH TRANSACTIONS REPORT

YEAR: THROUGH NOVEMBER  
 City of Osawatomie

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 54 - OLD STONE CHURCH DONATIONS</b>				
100.101 CASH & INVESTMENTS	0.00	0.00	0.00	0.00
Fund: 54	0.00	0.00	0.00	0.00
<b>Fund: 55 - PAYPAL</b>				
100.101 CASH & INVESTMENTS	95.65	0.00	0.00	95.65
Fund: 55	95.65	0.00	0.00	95.65
Grand Totals:	2,121,018.30	18,918,530.60	18,207,880.59	2,831,668.31

## CITY OF OSAWATOMIE - CASH FLOW REPORT

Date: November 2014	BEGINNING BALANCE	REVENUE	EXPENDITURES	CASH BALANCE	ENCUMBERANCES (ORD.)	CASH BALANCE 11/30/2014
GENERAL OPERATING	202,578.56	2,114,014.47	1,988,577.20	328,015.83		328,015.83
WATER	206,189.85	758,224.26	805,638.03	158,776.08		158,776.08
ELECTRIC	509,131.80	3,712,855.77	3,292,849.70	929,137.87		929,137.87
EMPLOYEE BENEFIT	20,523.22	678,470.04	601,988.98	97,004.28		97,004.28
REFUSE	5,510.67	360,410.87	328,593.57	37,327.97		37,327.97
LIBRARY	98,394.18	13,627.32	9,986.49	102,035.01		102,035.01
RECREATION	-	4,050.99	3,705.53	345.46		345.46
RURAL FIRE	4,173.60	48,926.25	49,972.05	3,127.80		3,127.80
INDUSTRIAL	35,121.46	31,404.60	29,183.16	37,342.90		37,342.90
REVOLVING LOAN	72,758.43	-	-	72,758.43		72,758.43
SPECIAL PARKS & REC	88,220.50	179,755.34	229,199.44	38,776.40		38,776.40
STREET IMPROVEMENTS	122,076.34	118,657.13	67,982.80	172,750.67		172,750.67
BOND & INTEREST	88,616.74	784,510.17	753,495.00	119,631.91		119,631.91
PUBLIC SAFETY EQUIP.	9,068.46	2,203.87	-	11,272.33		11,272.33
FIRE INS PROCEEDS	0.84	-	-	0.84		0.84
SEWER	383,947.55	753,518.19	798,393.96	339,071.78		339,071.78
RECREATION BENEFIT	-	501.66	458.46	43.20		43.20
GOLF COURSE	26,038.37	217,388.98	240,024.90	3,402.45		3,402.45
SPECIAL REVENUE (911)	9,897.41	-	-	9,897.41		9,897.41
LLEBG GRANT	-	-	-	-		-
TOURISM	7,979.00	61,285.61	42,922.02	26,342.59		26,342.59
EVIDENCE LIABILITY	14,361.29	-	1,461.50	12,899.79		12,899.79
CAPITAL - GENERAL	210,479.32	128,400.00	158,960.80	179,918.52		179,918.52
CAPITAL IMP. - STREETS	19,158.54	99,964.26	37,731.95	81,390.85		81,390.85
CAPITAL IMP - SEWER	(301,209.31)	808,316.97	732,314.55	(225,206.89)		(225,206.89)
CAPITAL IMP - GRANTS	260,004.80	641,522.01	650,574.02	250,952.79		250,952.79
CAFETERIA 125 # 50	14,098.88	43,545.84	30,805.61	26,839.11		26,839.11
COURT ADSAP # 51	7,661.00	-	-	7,661.00		7,661.00
COURT BONDS # 52	5,883.86	11,902.10	8,883.10	8,902.86		8,902.86
FORFEITURES # 53	257.29	1,096.13	200.00	1,153.42		1,153.42
OLD STONE CHURCH # 54	-	-	-	-		-
PAYPAL # 55	95.65	-	-	95.65		95.65
<b>TOTALS</b>	<b>2,121,018.30</b>	<b>11,574,552.83</b>	<b>10,863,902.82</b>	<b>2,831,668.31</b>	<b>-</b>	<b>2,831,668.31</b>

**CITY OF OSAWATOMIE - BUDGET REPORT**

<b>DATE: November 2014</b>	<b>BUDGETED</b>	<b>REIMBS</b>	<b>EXPENDITURES</b>	<b>UNEN BALANCE</b>
<b>GENERAL</b>				
Administration	593,694.00		428,057.36	165,636.64
Codes Enforcement	77,729.00		63,947.94	13,781.06
Police	886,135.00	3,450.00	792,968.39	96,616.61
John Brown Cabin	38,828.00		31,318.94	7,509.06
Public Works	253,291.00		226,035.03	27,255.97
Swimming Pool	3,000.00		2,285.01	714.99
Properties & Maintenance	146,936.00		164,300.48	(17,364.48)
Fire	39,935.00		65,393.50	(25,458.50)
Municipal Court	116,974.00		91,089.48	25,884.52
Levees & Storm Water	12,050.00		8,118.13	3,931.87
Library	141,368.00		118,512.94	22,855.06
<b>TOTAL</b>	<b>2,309,940.00</b>	<b>3,450.00</b>	<b>1,992,027.20</b>	<b>321,362.80</b>
<b>WATER</b>				
Administration	285,176.00		212,604.56	72,571.44
Water Treatment	388,388.00		269,657.61	118,730.39
Water Distribution	242,529.00		323,375.86	(80,846.86)
<b>TOTAL</b>	<b>916,093.00</b>	<b>-</b>	<b>805,638.03</b>	<b>110,454.97</b>
<b>ELECTRIC</b>				
Administration	1,065,141.00		842,928.21	222,212.79
Electric Production	2,349,401.00		1,997,034.65	352,366.35
Elect Transmission	512,324.00		452,886.84	59,437.16
<b>TOTAL</b>	<b>3,926,866.00</b>	<b>-</b>	<b>3,292,849.70</b>	<b>634,016.30</b>
EMPLOYMENT BENEFIT	657,477.00	119,341.04	721,330.02	55,488.02
REFUSE	388,582.00		328,593.57	59,988.43
LIBRARY	10,900.00		9,986.49	913.51
RECREATION	1,000.00		3,705.53	(2,705.53)
RURAL FIRE	79,003.00		49,972.05	29,030.95
INDUSTRIAL	25,285.00		29,183.16	(3,898.16)
REVOLVING LOAN	-			-
SPECIAL PARKS & REC	245,554.00	900.00	230,099.44	16,354.56
ST IMPROVEMENT	184,880.00	-	67,982.80	116,897.20
BOND & INTEREST	778,495.00		753,495.00	25,000.00
PUBLIC SAFETY EQUIP.	-		-	-
FIRE INS PROCEEDS	15,500.00		-	15,500.00
SEWER	934,760.00		798,393.96	136,366.04
REC EMP BENEFITS	250.00		458.46	(208.46)
GOLF COURSE	251,650.00	3,994.42	244,019.32	11,625.10
SPECIAL REV (FIRE EQUIP)			-	-
SPECIAL REVENUE (911)	-		-	-
LLEBG GRANT			-	-
TOURISM	44,079.00	707.50	43,629.52	1,156.98
EVIDENCE LIABLITIY			1,461.50	(1,461.50)
CAPITAL - GENERAL	332,422.00		158,960.80	173,461.20
CAPITAL IMP. - STREET	319,164.00		37,731.95	281,432.05
CAPITAL IMP - SEWER	997,461.00		732,314.55	265,146.45
CAPITAL IMP - GRANTS	-		650,574.02	(650,574.02)
CAFETERIA 125 #50	47,000.00		30,805.61	16,194.39
COURT ADSAP #51	3,000.00		-	3,000.00
COURT BONDS #52	15,000.00		8,883.10	6,116.90
FOREITURES #53	-		200.00	(200.00)
OLD STONE CHURCH #54	1,000.00		-	1,000.00
PAY PAL #55	186.00		-	186.00
<b>GRAND TOTAL</b>	<b>12,485,547.00</b>	<b>128,392.96</b>	<b>10,992,295.78</b>	<b>1,621,644.18</b>





# City of Osawatomie

*www.osawatomieks.or*

Osawatomie City Hall  
439 Main Street • PO Box 37  
Osawatomie, KS 66064  
Phone: (913)755-2146  
Fax: (913)755-4164

## 8 STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** December 18, 2014

**AGENDA ITEM:** 2014 Budget Amendment

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** At the November 20 meeting the Council set a public hearing for this date to consider budget amendments for 2014. At the previous Council meeting we reviewed the status of major funds and also those items that required a budget amendment. In this memo, I will outline only the issues in each of the funds requiring a budget amendment. I have also included an official copy of the state budget amendment spreadsheets, including the budget hearing publication.

**Water Fund.** Expenditures for 2014 are estimated to be \$100,000 over the revised 2014 estimate, requiring a budget amendment. The main reason for this increase is unanticipated expenses for the Main Street Water Line Project that will eventually be paid from loan funds. I have built in the reimbursement of those funds for 2015. The increased expenditures draw down the ending balance to a low level, but I do expect some savings that will keep the balance from looking so dire. Also, you may recall that we had about \$100,000 in savings at the end of 2013. Most of that was the result of projects that were not completed and shifted into 2014.

**Sewer Fund.** Revenues in the Sewer Fund are about \$40,000 above target for 2014. I believe some of this is finally getting good historical data and realizing the rate increase we had in 2012. While we are projecting expenditures to be under the original budget of \$893,880, there is also a small room for error and until the sewer plant project is finalized we may have to make some payments out of operating funds to finish it. For that reason, we are recommending a budget amendment of \$934,760, which is equal to the revised budget expenditures for 2014. The amount reflects about a \$40,880 increase over the original budget to provide plenty of flexibility for finalizing the plant project.

**Refuse Fund.** This fund projects to have about \$17,000 in increased expenditures for 2014. The fund is essentially revenue neutral as the expenses and receipts are borne by L&K Services. A

budget amendment is necessary to reflect the increased revenues and expenses as a result of 2014 services.

**Recreation Fund and Recreation Employee Benefit Fund.** Both of these now unused funds are in need of a budget amendments because they received delinquent revenues that exceeded the estimates for both funds. As revenues come in, the balances are transferred to the Special Parks & Recreation Fund and the Employee Benefits Fund which causes increased expenditures from the funds.

**COUNCIL ACTION NEEDED:** Conduct the public hearing on the budget amendment and take action on the proposed budget amendment for 2014.

**STAFF RECOMMENDATION TO COUNCIL:** Adopt the proposed budget amendment and have all Councilmembers sign the Amended Certificate for Calendar Year 2014.

**Amended  
Certificate  
For Calendar Year 2014**

To the Clerk of Miami, State of Kansas  
We, the undersigned, duly elected, qualified, and acting officers of  
**City of Osawatomic**  
certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

Table of Contents:			2014 Amended Budget		
Fund	K.S.A.	Page No.	Amount of 2013 Tax that was Levied	Adopted 2014 Expenditures	Proposed Amended 2014 Expenditures
Water		2		903,467	1,016,092
Refuse		3		379,700	396,700
Recreation	12-1927	4		783	5,000
Rec. Employee Benefits	12-16,102	5		80	1,000
Sewer	12-1927	6		893,881	934,760
Totals		xxxxxxxxx	0	2,177,911	2,353,552
Summary of Amendments		7			

Attested date: \_\_\_\_\_

\_\_\_\_\_  
County Clerk

Assisted by:  
\_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Email:  
\_\_\_\_\_

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Governing Body

City of Osawatomie

2014

Adopted Budget

Water	2014 Adopted Budget	2014 Proposed Budget
Unencumbered Cash Balance January 1	193,611	206,190
<b>Receipts:</b>		
Sales and Charges	630,621	550,653
Wholesale Water Sales	210,000	233,577
Bulk Water Sales	17,000	17,892
New Utility Services	1,000	750
Miscellaneous Revenue	1,000	0
Reimbursed Expense	4,000	0
Water Protection Tax	3,555	3,507
Tower Lease	11,592	11,592
<b>Total Receipts</b>	<b>878,768</b>	<b>817,970</b>
<b>Resources Available:</b>	<b>1,072,379</b>	<b>1,024,160</b>
<b>Expenditures:</b>		
Salaries	139,439	159,624
Health Insurance	29,232	29,232
All Other Benefits	29,488	40,888
Utilities	94,171	86,000
Treatment Chemicals	148,050	145,150
Professional Services	12,750	144,500
Machine Parts & Supplies	16,500	16,500
State Taxes & Fees	44,237	23,406
Overhead Fees	89,314	90,210
All Other Operating Expenses	112,459	109,255
Capital Expenses	85,000	71,500
Debt Service	0	0
Transfer to General Fund	43,000	40,000
Transfer to Bond & Interest	59,827	59,827
<b>Total Expenditures</b>	<b>903,467</b>	<b>1,016,092</b>
Unencumbered Cash Balance December 31	168,912	8,068

City of Osawatomie

Adopted Budget

Refuse	2014 Adopted Budget	2014 Proposed Budget
Unencumbered Cash Balance January 1	6,552	5,511
Receipts:		
Sales/Charges	380,000	397,000
Miscellaneous		330
Interest on Idle Funds		
<b>Total Receipts</b>	<b>380,000</b>	<b>397,330</b>
<b>Resources Available:</b>	<b>386,552</b>	<b>402,841</b>
Expenditures:		
Contract Collection	378,000	395,000
Communications	1,000	1,000
Other Contractual	700	700
<b>Total Expenditures</b>	<b>379,700</b>	<b>396,700</b>
Unencumbered Cash Balance December 31	6,852	6,141

City of Osawatomie

2014

Adopted Budget

Recreation	2014 Adopted Budget	2014 Proposed Budget
Unencumbered Cash Balance January 1	714	0
Receipts:		
Ad Valorem Tax		-17
Delinquent Tax		2,009
Motor Vehicle Tax		1,950
Recreational Vehicle Tax		25
16/20M Vehicle Tax	69	85
Interest on Idle Funds		948
<b>Total Receipts</b>	<b>69</b>	<b>5,000</b>
<b>Resources Available:</b>	<b>783</b>	<b>5,000</b>
Expenditures:		
Transfer to Special Parks & Recreation Fund	783	5,000
<b>Total Expenditures</b>	<b>783</b>	<b>5,000</b>
Unencumbered Cash Balance December 31	0	0

City of Osawatomie

2014

Adopted Budget

Rec. Employee Benefits	2014 Adopted Budget	2014 Proposed Budget
Unencumbered Cash Balance January 1	0	
Receipts:		
Ad Valorem Tax		-2
Delinquent Tax	80	246
Motor Vehicle Tax		244
Recreational Vehicle Tax		3
16/20M Vehicle Tax		11
Interest on Idle Funds		498
<b>Total Receipts</b>	<b>80</b>	<b>1,000</b>
<b>Resources Available:</b>	<b>80</b>	<b>1,000</b>
Expenditures:		
Transfer To Employee Benefit Fund	80	1,000
<b>Total Expenditures</b>	<b>80</b>	<b>1,000</b>
Unencumbered Cash Balance December 31	0	0

City of Osawatomie

2014

Adopted Budget

Sewer	2014 Adopted Budget	2014 Proposed Budget
Unencumbered Cash Balance January 1	276,870	383,948
Receipts:		
Sales/Charges	775,624	813,331
New Utility Services	500	350
Reimbursed Expenses		2,239
Interest on Idle Funds		
<b>Total Receipts</b>	<b>776,124</b>	<b>815,920</b>
<b>Resources Available:</b>	<b>1,052,994</b>	<b>1,199,868</b>
Expenditures:		
Salaries & Wages	130,266	149,055
Utilities	40,000	42,000
Professional Services & Contract Maint	30,000	27,500
Chemicals	13,000	10,000
Parts & Supplies	25,000	22,000
Capital Outlay	25,000	70,745
Overhead Fees	89,315	90,210
All Other Operating Expenses	47,100	47,250
Debt Service	20,200	0
Transfer to Bond & Interest	435,000	435,000
Transfer to General Fund	39,000	41,000
<b>Total Expenditures</b>	<b>893,881</b>	<b>934,760</b>
Unencumbered Cash Balance December 31	159,113	265,108



**Notice of Budget Hearing for Amending the  
2014 Budget**

The governing body of

**City of Osawatomie**

will meet on the day of December 18, 2014 at 6:30 PM at Memorial Hall, Osawatomie, KS for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall or on the City website at [www.osawatoimeks.org](http://www.osawatoimeks.org) and will be available at this hearing.

**Summary of Amendments**

<b>Fund</b>	2014 Adopted Budget			2014 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Water			903,467	1,016,092
Refuse			379,700	396,700
Recreation			783	5,000
Rec. Employee Benefits			80	1,000
Sewer			893,881	934,760

Ann Elmquist  
Official Title: City Clerk



December 16, 2014

Don Cawby  
Osawatomie City Manager  
439 Main Street  
Osawatomie, KS 66064  
Sent by email: [dcawby@osawatomieks.org](mailto:dcawby@osawatomieks.org)

RE: Supplemental Information for Change Order 4 and 5

Dear Don,

This letter summarizes the major work items contained in Change Order 4 and 5:

Change Order No. 4 (Scope Modifications) includes:

1. Additional work performed on the piping and valves in the headworks and thickener building to reduce water hammer when the belt press and/or mechanical screen starts and stops operation. This is a difficult issue to anticipate in design without detailed hydraulic analysis of the water piping network in and around the WWTF. Typically, this would be done with larger diameter water piping. The accepted solution for smaller diameter piping is to install check valves and a hammer arrestor(s) if/when the problem occurs during initial operations.
2. Additional work associated with locating a manual chain exterior garage door opener on the south overhead door of the headworks building. The initial design called for the ability to only open/access the overhead doors from the building interior. Staff requested the ability to access the door from the exterior for trash disposal access.
3. Additional work associated with the relocation of a downspout on the north east corner of the headworks building. The original location of the downspout posed a drainage conflict with the concrete walkway and door location. This was determined to be a design oversight and BG will cover the cost for the contractor to perform this work (\$740.00 dollars) by reducing our next design invoice accordingly.

Change Order No. 4 (Working Day Modifications)

This change order requests an 35 additional days for delays associated with processing the HVAC equipment submittal and the manufacturing, delivery and installation of this equipment. Attached with this letter is a timetable of project events documenting the HVAC equipment submittal approval and manufacturing process. In summary, the following points can be made from the attached information:

1. The overall submittal approval process for the HVAC equipment was lengthy (10 weeks).

2. The HVAC equipment delivery and installation was not confirmed to significantly affect the final completion of the project until an email from the sub-contractor on 11/21/14.
3. The delay in the HVAC submittal review process accounts for approximately 5 days.
4. The delay in HVAC manufacturing/delivery accounts for approximately 30 days.

Change Order No. 5:

This change order consists of adding a new data logger (LUT400) in the office building and transducer (XRS-5) at the head of the plant to record the influent wastewater flow rate. Original drawings called out to remove and replace the existing transducer, re-route the transducer cable through the headworks building and reconnect to the existing Milltronics OCM 3 chart wheel level recorder.

Upon investigation by the electrician, the existing transducer and cable was in poor enough shape that it needed to be completely replaced with a new unit. The proposed XRS-5 transducer could be used with the existing OCM 3 chart recorder, but upon discussions with City Staff, an updated digital data logger (LUT400) was desirable. The LUT400 component could be postponed and included in future improvements, but it made sense to include it now while the new transducer is being installed.

If you have any additional questions, or would like our presence at the next council meeting to address any questions with the proposed change orders, please let me know.

Sincerely,



Samuel Johnson, P.E.  
Project Manager

Attachments:

- Thru-wall overhead door hoist detail
- HVAC timetable of project events

# Change Order

No. 4

Date of Issuance: 12-1-2014 Effective Date: 12-1-2014

Project: Osawatomie Wastewater Treatment Facility Imps.	Owner: City of Osawatomie	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: Midland Contractors, Inc.		Engineer's Project No.: 12-1225L

### The Contract Documents are modified as follows upon execution of this Change Order:

Description:  
Plumbing Additions, Gutter Relocation, Door Opener

Attachments (list documents supporting change):  
Midland Change order Form, DH Pace email, Weigel Email

#### CHANGE IN CONTRACT PRICE:

#### CHANGE IN CONTRACT TIMES:

Original Contract Price:  
\$ 626,000

Original Contract Times:  Working days  Calendar days  
Substantial completion (days or date): 110  
Ready for final payment (days or date): 130

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 3:  
\$ 6,473.79

[Increase] [Decrease] from previously approved Change Orders No.      to No.     :  
Substantial completion (days):                       
Ready for final payment (days):                     

Contract Price prior to this Change Order:  
\$ 632,473.79

Contract Times prior to this Change Order:  
Substantial completion (days or date): 110  
Ready for final payment (days or date): 130

[Increase] [Decrease] of this Change Order:  
\$ 3009.28

[Increase] [Decrease] of this Change Order:  
Substantial completion (days or date): 35  
Ready for final payment (days or date):                     

Contract Price incorporating this Change Order:  
\$ 635,483.07

Contract Times with all approved Change Orders:  
Substantial completion (days or date): 145  
Ready for final payment (days or date): 160

RECOMMENDED:  
By: [Signature]  
Engineer (Authorized Signature)  
Date: 12-9-14

ACCEPTED:  
By:                       
Owner (Authorized Signature)  
Date:                     

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)  
Date: 12-14

Approved by Funding Agency (if applicable):

Date:



# CONTRACTORS, INC.

835 N.E. US Highway 24 | Topeka, KS 66608 | P: 785-234-8800 | F: 785-234-8802

Date: 11/26/2014

PROJECT : Osawatomie Wastewater Treatment Facility Improvements

REFERENCE : Change Order 4

DESCRIPTION : Plumbing, Gutter Relocation, Door Opener

TIME EXTENSION REQUESTED:  CALENDAR DAYS

WORK SCOPE							
DESCRIPTION	QTY	UNIT	SUBCONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
909QTS BFP Relief Valve repair kit (purchase dates 10/30 11/10)	2	ea		\$188.89		\$377.78	\$0.00
2" Check valve	2	ea		\$148.13		\$296.26	\$0.00
1-1/2" Check Valve	2	ea		\$92.82		\$185.64	\$0.00
1" Copper hammer arrester	1	ea		\$12.85		\$12.85	\$0.00
labor to install checks and hammer arrester	4	hrs			\$45.00		\$180.00
Gutter relocation (Weigel)	1	lump	\$740.00	\$0.00		\$0.00	\$0.00
overhead door modification (DH Pace)	1	lump	\$948.00	\$0.00		\$0.00	\$0.00
<b>WORK SCOPE SUBTOTALS</b>			<b>\$1,688.00</b>			<b>\$872.53</b>	<b>\$180.00</b>

FIELD OVERHEAD							
DESCRIPTION	QTY	UNIT	SUBCONTRACTOR	UNIT MATERIAL RATE	UNIT LABOR RATE	TOTAL MATERIAL	TOTAL LABOR
SUPERINTENDENT		MH					
ASST. SUPERINTENDENT		MH					
FIELD OFFICE CLERK		MH					
PROJECT MANAGER		MH					
FIELD ENGINEER		MH					
PROJECT ADMINISTRATOR		MH					
*JOBSITE TRAILER 2% BARE LABOR	1	LS				\$3.60	
*JOBSITE PHONE 2% BARE LABOR	1	LS				\$3.60	
*JOBSITE ELECTRIC 2% OF BARE LABOR	0	LS				\$0.00	
*JOBSITE WATER 1.5% OF BARE LABOR	0	LS				\$0.00	
*SMALL TOOLS 10% BARE LABOR	1	LS				\$18.00	
*GENERAL CLEANING 1% BARE LABOR	0	LS				\$0.00	
*TEMPORARY TOILETS 1% BARE LABOR	1	LS				\$1.80	
*SAFETY EQUIPMENT 4 % OF BARE LABOR	0	LS				\$0.00	
*PICKUP TRUCKS 5% BARE LABOR	1	LS				\$9.00	
<b>FIELD OVERHEAD SUBTOTALS</b>			<b>\$0.00</b>			<b>\$36.00</b>	<b>\$0.00</b>

ADJUSTMENTS			
DESCRIPTION	RATE	UNIT	TOTALS
LABOR BURDEN-APPLIED TO BARE LABOR	46 %		\$82.80
TOTAL LABOR	-	-	\$262.80
TOTAL MATERIAL	-	-	\$908.53
TOTAL SUBCONTRACTS	-	-	\$1,688.00
TAX ON MATERIAL	0 %		\$0.00
SUBCONTRACT BONDS	0 %		\$0.00
<b>SUBTOTALS</b>			
GENERAL CONTRACT	-	-	\$1,171.33
SUBCONTRACTORS	-	-	\$1,688.00
<b>SUBTOTAL</b>			<b>\$2,859.33</b>
MCI INSURANCE	2 %		\$57.19
<b>SUBTOTAL</b>			<b>\$2,916.52</b>
OVERHEAD	0 %		\$0.00
<b>SUBTOTAL</b>			<b>\$2,916.52</b>
PROFIT ON MCI SELF PERFORM	0 %		\$0.00
PROFIT ON SUBCONTRACTOR WORK	2 %		\$33.76
<b>SUBTOTAL</b>			<b>\$2,950.28</b>
MCI BOND	2 %		\$59.01
<b>TOTAL THIS CHANGE</b>			<b>\$3,009.28</b>

# Change Order

No. 5

Date of Issuance: 12-11-14 Effective Date: 12-11-14

Project: Wastewater Treatment Facility Improvements	Owner: City of Osawatomie, KS	Owner's Contract No.:
Contract:		Date of Contract:
Contractor: Midland Contractors, Inc.		Engineer's Project No.: 12-1225L

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Data Logger

**Attachments (list documents supporting change):**

DanCo Quote

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 626,000

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 4:

\$ 9,483.07

Contract Price prior to this Change Order:

\$ 635,483.07

[Increase] [~~Decrease~~] of this Change Order:

\$ 3604.86

Contract Price incorporating this Change Order:

\$ 639,087.93

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [~~Decrease~~] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [~~Decrease~~] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 12-11-14

Approved by Funding Agency (if applicable):

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 12-11-14

Date: \_\_\_\_\_

# DanCo Systems, Inc.

QUOTATION

11101 Johnson Drive  
Shawnee, KS 66203  
913-962-0600  
fax 913-962-0622

December 10, 2014

Midland Contractors Inc.  
Kevin Watts

Quote # : MID11614  
Terms: Net 30 days  
Freight: Pre-paid & add  
F.O.B.: Shipping Point  
Lead Time: 2-4 weeks  
Valid: 30 days

We are pleased to offer, for your consideration, our quotation on the following:

Item	Qty	Description	Unit Price	Extended Price
		Siemens		
1	1	Sitrans LUT440 7ML5050-0CA11-1DA0 High Accuracy Open Channel Monitor With display, 100 to 230 Vac, FM approval	\$2,027.30	\$2,027.30
2	1	Echomax XRS-5 Transducer 7ML1106-1CA20-0A 98ft cable 1" NPT Process connection	\$917.56	\$917.56
3	150	Cable Twisted Pair	\$2.00 per foot	\$300.00
4	1	Installation & Start Up	\$360.00	\$360.00

**Grand Total: \$3,604.86**

We appreciate the opportunity to quote the above equipment, and look forward to receiving your valued order and working with you on your application. Please send us your purchase order via email, or fax it to 913-962-0622. Please do not hesitate to contact us should you have any questions.

Sincerely,

Dustin Pflumm  
DanCo Systems, Inc.

## Kevin Watts

---

**From:** Erin McGaw <Erin.McGaw@dhpac.com>  
**Sent:** Tuesday, November 25, 2014 2:27 PM  
**To:** Kevin Watts  
**Cc:** Kevin Engel  
**Subject:** RE: Osawatomie WWTF

Kevin,  
\$948.00 to furnish and install the exterior thru-wall chain hoist. Due to the split face block on the exterior, the cover will not attach as well as if the block were smooth. We will try to install as square and flush as possible.  
Thanks,  
Erin

**From:** Kevin Watts [<mailto:kevin.midlandcontractorsinc.com@kansas.net>]  
**Sent:** Tuesday, November 25, 2014 8:11 AM  
**To:** Jason Shaw  
**Cc:** Erin McGaw  
**Subject:** RE: Osawatomie WWTF

It is the 8x8 door on the South side of the building. Any costs for me yet?

---

**From:** Jason Shaw [<mailto:Jason.Shaw@dhpac.com>]  
**Sent:** Friday, November 21, 2014 3:46 PM  
**To:** Kevin Watts  
**Subject:** RE: Osawatomie WWTF

Kevin,

Is this the 8x10 or 8x8?

Thanks

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

**From:** Kevin Watts <[kevin.midlandcontractorsinc.com@kansas.net](mailto:kevin.midlandcontractorsinc.com@kansas.net)>  
**Date:** 11/21/2014 11:28 AM (GMT-05:00)  
**To:** Jason Shaw <[Jason.Shaw@dhpac.com](mailto:Jason.Shaw@dhpac.com)>  
**Subject:** RE: Osawatomie WWTF

The CMU wall was constructed with a masonry lintel. No steel angle iron was used to construct the lintel. There might be rebar in that area but a core drill would go right thru it. One thing to keep in mind is it is split faced CMU on the exterior side so there is not a perfectly smooth mounting surface on the exterior side. Sorry I missed your call. I'm in and out of my office running out to our shop and to upstairs offices and most of the time I leave my phone on my desk thinking I'll only be 2-3 minutes.

---

**From:** Jason Shaw [<mailto:Jason.Shaw@dhpac.com>]  
**Sent:** Friday, November 21, 2014 10:08 AM



**To:** Kevin Watts  
**Subject:** RE: Osawatomie WWTF

Kevin,

I just want to make sure I get the correct thru-wall chain hoist quoted for you. The price variance is small but there are a couple factors at play that determine the chain hoist provided - thru-wall location, reduction, etc. The ideal situation is what is shown in the PDF attachment you sent, but sometimes this setup is not possible with certain conditions.

What is the wall construction at the head of this door? Will we be able to drill directly through the CMU? Or will there be steel in the header preventing us from doing this?

I left you a voicemail as well, just reply to this email if it's easier for you.

Thanks

**Jason Shaw**, CSI, CDT, LEED® Green Associate  
*Estimator*  
DH Pace Overhead Door Group

Office: (404) 872-3667  
Mobile: (678) 776-2707  
Fax: (855) 231-2657  
Email: [Jason.Shaw@dhpaced.com](mailto:Jason.Shaw@dhpaced.com)

**DHPACE**  
Everything Doors Since 1926  
[www.dhpaced.com](http://www.dhpaced.com)

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DH Pace Door Services - 221 Armour Drive - Atlanta, GA 30324

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**From:** Kevin Watts [<mailto:kevin.midlandcontractorsinc.com@kansas.net>]  
**Sent:** Thursday, November 20, 2014 5:51 PM  
**To:** Jason Shaw  
**Subject:** FW: Osawatomie WWTF  
**Importance:** High

Jason, Could you price the attached for me since Erin is out? The doors installed at Osawatomie were manual chain openers. Only on door needs to have this thru wall opener installed.

---

**From:** Kevin Watts [<mailto:kevin.midlandcontractorsinc.com@kansas.net>]  
**Sent:** Thursday, November 20, 2014 4:43 PM  
**To:** 'Erin McGaw'  
**Subject:** Osawatomie WWTF  
**Importance:** High

Erin,

Could you shoot me a quick price to install the thru wall chain opener as attached on the South Door you just installed at the Osawatomie WWTF?

Thanks,

**MIDLAND**  
**CONTRACTORS, INC.**  
*DBE/WBE Certified Contractor*

**Kevin Watts**  
Project Manager

## Kevin Watts

---

**From:** JIMWcinc@aol.com  
**Sent:** Wednesday, October 29, 2014 3:58 PM  
**To:** kevin.midlandcontractorsinc.com@kansas.net  
**Subject:** Re: FW: Downspout

Kevin: The downspout would need to return down the sidewall. Is there room between the door and the NE corner of the building? Downspout probably takes up 5" in width. No can do as drawn. Also, we would need to patch the existing hole for the drop.

Price: \$740.00 Assumes there is small piece of material there to make the patch.

**Jim Weigel**  
**Weigel Construction, Inc.**  
19935 W. 161st Street, Ste. C  
Olathe, KS 66062

913-780-1274 Office  
913-780-1372 Fax  
913-208-8623 Cell

In a message dated 10/27/2014 3:17:46 P.M. Central Daylight Time, [kevin.midlandcontractorsinc.com@kansas.net](mailto:kevin.midlandcontractorsinc.com@kansas.net) writes:

At Osawatomie. What would this take to relocate?

**MIDLAND**  
**CONTRACTORS, INC.**  
*DBE/WBE Certified Contractor*

**Kevin Watts**

**Project Manager**

**785-817-2094 (cell)**

**785-234-8800 (office)**

**785-234-8802 (fax)**

**[www.midlandcontractorsinc.com](http://www.midlandcontractorsinc.com)**

---

**From:** Samuel Johnson [<mailto:samuel.johnson@bgcons.com>]

**Sent:** Monday, October 27, 2014 3:12 PM

**To:** Kevin Watts

**Subject:** Downspout

Kevin,

Can you please look into the ability to relocate the downspout from the south side of the door to the north side of the door on the east side of the headworks building. Please see attached picture and plan sheet. Thank you.

Sam



Samuel Johnson, P.E. | Project Manager

BG Consultants, Inc.

4806 Vue Du Lac Place | Manhattan, KS 66503

P: 785.537.7448 x 1119 | Cell: 785.410.1309

[www.bgcons.com](http://www.bgcons.com)

# APPLICATION AND CERTIFICATE FOR PAYMENT

AIA Document G702

PAGE ONE OF 1 PAGES

TO OWNER: City of Osawatomie, Kansas  
P.O. Box 37  
439 Main Street  
Osawatomie, Kansas 66064

PROJECT: Wastewater Treatment Facility Imps.  
Osawatomie, Kansas

APPLICATION NO.: 6  
 PERIOD TO: 11/31/2014  
 PROJECT NOS.: 2014-058

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM  
 CONTRACTOR: Midland Contractors, Inc.  
835 NE Hwy 24  
Topeka, Kansas 66608

VIA ARCHITECT: BG Consultants, Inc  
4806 Vue Du Lac Place  
Manhattan, Kansas 66503

CONTRACT DATE: 4/24/2014

CONTRACT FOR:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$626,000.00
2. Net change by Change Orders.....	\$9,483.07
3. CONTRACT SUM TO DATE (Line 1 ± 2).....	\$635,483.07
4. TOTAL COMPLETED & STORED TO DATE.....	\$501,732.37

(Column G on G703)

### 5. RETAINAGE:

a. <u>5</u> % of Completed Work	<u>\$25,086.62</u>
(Columns D + E on G703)	
b. <u>5</u> % of Stored Material	<u>\$0.00</u>
(Column F on G703)	

Total retainage (Line 5a + 5b or

Total in Column I of G703)..... \$25,086.62

6. TOTAL EARNED LESS RETAINAGE.....	\$476,645.75
-------------------------------------	--------------

(Line 4 less Line 5 Total)

### 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)..... \$419,858.78

8. CURRENT PAYMENT DUE.....	\$56,786.97
-----------------------------	-------------

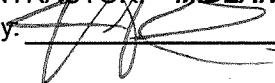
### 9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$133,750.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$6,473.79	\$0.00
Total approved this Month	\$3,009.28	\$0.00
TOTALS	\$9,483.07	\$0.00
NET CHANGES by Change Order	\$9,483.07	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: MIDLAND CONTRACTORS, INC.

By: 

Date: 12-8-14

State of: Kansas

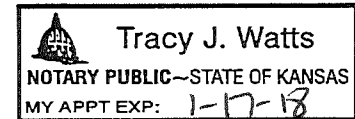
County of: Shawnee

Subscribed and sworn to before

me this 8th day of December, 2014

Notary Public: 

My Commission expires: 1-17-18



## APPROVALS

City of Osawatomie Kansas

Date



BG Consultants, Inc.

12-9-14

Date

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.  
 Wastewater Treatment Facility Imps., Osawatomie,KS

NUMBER: 6  
 APPLICATION DATE: 12-1-14  
 PERIOD FROM: 11/1/14  
 TO: 11/30/14  
 PROJECT NUMBER: 2014-058

ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED & STORED TO DATE (D+E+F)	%	BALANCE TO FINISH (C-G)	RETAINAGE
			Previous Applications	This Application Work In Place	Stored Mat'ls (not in D or E)				
1	Mobilization	\$17,000.00	\$17,000.00	\$0.00	\$0.00	\$17,000.00	100%	\$0.00	\$850.00
2	Construction Staking	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100%	\$0.00	\$225.00
3	Bypass Pumping	\$23,700.00	\$21,330.00	\$0.00	\$0.00	\$21,330.00	90%	\$2,370.00	\$1,066.50
4	Finish Grading	\$7,700.00	\$6,930.00	\$0.00	\$0.00	\$6,930.00	90%	\$770.00	\$346.50
<b>Headworks Building</b>									
5	Headworks Demolition	\$9,100.00	\$9,100.00	\$0.00	\$0.00	\$9,100.00	100%	\$0.00	\$455.00
6	Headworks Abandonment	\$2,200.00	\$2,200.00	\$0.00	\$0.00	\$2,200.00	100%	\$0.00	\$110.00
7	Connect to Existing Water Pipe	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100%	\$0.00	\$45.00
8	Connect to Existing Sewer	\$5,100.00	\$5,100.00	\$0.00	\$0.00	\$5,100.00	100%	\$0.00	\$255.00
9	6" Ductile Iron Pipe	\$6,650.00	\$6,650.00	\$0.00	\$0.00	\$6,650.00	100%	\$0.00	\$332.50
10	6" Ductile Iron Fittings	\$2,800.00	\$2,800.00	\$0.00	\$0.00	\$2,800.00	100%	\$0.00	\$140.00
11	2" PVC Water Pipe	\$1,600.00	\$1,600.00	\$0.00	\$0.00	\$1,600.00	100%	\$0.00	\$80.00
12	2" PVC Water Pipe Fittings	\$1,320.00	\$1,320.00	\$0.00	\$0.00	\$1,320.00	100%	\$0.00	\$66.00
13	Concrete Channel Improvements	\$25,100.00	\$25,100.00	\$0.00	\$0.00	\$25,100.00	100%	\$0.00	\$1,255.00
14	Corrosion Protection Lining	\$32,880.00	\$32,880.00	\$0.00	\$0.00	\$32,880.00	100%	\$0.00	\$1,644.00
15	Channel Equipment	\$16,500.00	\$10,100.00	\$4,750.00	\$0.00	\$14,850.00	90%	\$1,650.00	\$742.50
16	FRP Channel Grating	\$8,236.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	18%	\$6,736.00	\$75.00
17	Mechanical Improvements	\$13,500.00	\$12,825.00	\$0.00	\$0.00	\$12,825.00	95%	\$675.00	\$641.25
18	Electrical Improvements	\$120,100.00	\$84,070.00	\$18,015.00	\$0.00	\$102,085.00	85%	\$18,015.00	\$5,104.25
19	Control Improvements	\$8,900.00	\$2,225.00	\$4,005.00	\$0.00	\$6,230.00	70%	\$2,670.00	\$311.50
20	HVAC Improvements	\$93,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$93,300.00	\$0.00
21	Headworks Building	\$120,134.00	\$108,120.60	\$6,006.70	\$0.00	\$114,127.30	95%	\$6,006.70	\$5,706.37
<b>Belt Press Building</b>									
22	Belt Press Building Demolition	\$16,400.00	\$16,400.00	\$0.00	\$0.00	\$16,400.00	100%	\$0.00	\$820.00
23	Mechanical Improvements	\$30,800.00	\$30,800.00	\$0.00	\$0.00	\$30,800.00	100%	\$0.00	\$1,540.00
24	Electrical Improvements	\$22,300.00	\$22,300.00	\$0.00	\$0.00	\$22,300.00	100%	\$0.00	\$1,115.00
25	Control Improvements	\$6,200.00	\$6,200.00	\$0.00	\$0.00	\$6,200.00	100%	\$0.00	\$310.00
26	Sludge Cake Lean To	\$22,700.00	\$0.00	\$22,700.00	\$0.00	\$22,700.00	100%	\$0.00	\$1,135.00
27	Concrete Dumpster Pad (6" Thick)	\$6,380.00	\$6,380.00	\$0.00	\$0.00	\$6,380.00	100%	\$0.00	\$319.00
<b>Change Order #1</b>									
	Block Color	\$1,122.78	\$1,122.78	\$0.00	\$0.00	\$1,122.78	100%	\$0.00	\$56.14
<b>Change Order #2</b>									
	Gate Frame Change	\$735.73	\$735.73	\$0.00	\$0.00	\$735.73	100%	\$0.00	\$36.79
<b>Change Order #3</b>									
	Aluminum Covers and Misc.	\$4,615.28	\$1,767.50	\$2,237.78	\$0.00	\$4,005.28	87%	\$610.00	\$200.26
<b>Change Order #4</b>									
	Plumbing, Getter Relo, OH Door Opener	\$3,009.28	\$0.00	\$2,061.28	\$0.00	\$2,061.28	68%	\$948.00	\$103.06
<b>Contract Summary</b>		\$635,483.07	\$441,956.61	\$59,775.76	\$0.00	\$501,732.37	78%	\$133,750.70	\$25,086.62



## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** December 18, 2014

**AGENDA ITEM:** Interim Trail Agreement

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** In August 2013, the Union Pacific Railroad requested abandonment of its rail in the City of Osawatomie from Milepost 335.0 to 335.5, a total distance of 0.50 miles. The City, with guidance from the Kanza Rail-Trails Conservancy Inc. (KRTC), applied for this section to be rail-banked for trail use, rather than to have it outright abandoned. We applied to the Surface Transportation Board for approval and received it, subject to an agreement on the transfer of the property.

Since October of 2013, we have been in negotiations with the Union Pacific for this property. The final negotiations resulted in the Union Pacific accepting \$12,000 for the property in an as-is condition. The City was considering not paying that price, but the Kanza Rail-Trails Conservancy stepped in and said they would pay that amount, subject to us giving control of the property to the Conservancy. We agreed to terms with the Conservancy and the Union Pacific in August and the attached purchase agreement is the result of that agreement.

The council approved on November 20, 2014 for the City to purchase the property from the Union Pacific, with the plan to then turn around and sell our interest in the property to the KRTC within a few weeks. Attached is an interim agreement with the KRTC, which gives them time for their organization to agree on whether they would like a 99 year lease or an out-right purchase agreement.

**COUNCIL ACTION NEEDED:** Review the proposed interim agreement.

**STAFF RECOMMENDATION TO COUNCIL:** Authorize the Mayor to sign this agreement with the KRTC.

## **AGREEMENT**

This Agreement is made this 19<sup>th</sup> day of December, 2014, between the City of Osawatomie, Kansas, a Kansas municipal corporation ("City") and Kanza Rail-Trails Conservancy, Inc., a not for profit corporation under the laws of the State of Kansas ("KRTC") and

**WHEREAS**, KRTC is in the process of developing the Flint Hills Nature Trail, located upon and within the former Missouri Pacific railroad right-of-way between Osawatomie, on the east, and Herington, on the west ("Flint Hills Nature Trail").

**WHEREAS**, City has in its possession the Notice of Interim Trail Use issued by the Surface Transportation Board, and an Interim Trail Use Agreement (a.k.a. Line Sales Contract) and a Quitclaim Deed issued by the Union Pacific Railroad Company for a former rail spur including that part of such right-of-way located within the city limits of City, Kansas and its environs ("Trail"), as depicted on Exhibit 'A' attached hereto and incorporated by reference;

**WHEREAS**, KRTC wishes to improve and maintain such Trail within the city limits and its environs to help ensure the maximum beneficial use of the Flint Hills Nature Trail for the citizens of Osawatomie and Kansas;

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL CONVENTANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**General Agreement.** City agrees to lease Trail to KRTC. Such lease shall begin on December 19, 2014, and shall terminate in 180 days. This lease shall either be amended to a term of 99 years or City shall petition the Surface Transportation Board to substitute KRTC for the trail user (manager) and request that it issue a substitute Notice of Interim Trail Use with KRTC as trail user (manager).

**Amendments.** This agreement may be amended only by written agreement of the parties.

**Entire Agreement.** This Agreement (including exhibits) shall constitute the entire agreement of the parties with respect to the Trail through the effective date hereof, and all prior and contemporaneous agreements are merged herein. No modification of this Agreement shall be effective unless made in writing and signed by the authorized representatives of the parties. This Agreement shall be binding upon successors, heirs, assigns of the parties hereto.

The parties have caused this Agreement to be executed by their duly authorized representatives as of the day first written above.

**CITY OF OSAWATOMIE, KANSAS**

By: \_\_\_\_\_  
L. Mark Govea, Mayor

**KANZA RAIL-TRAILS CONSERVANCY, INC.**

By: \_\_\_\_\_  
Scott Allen, President



## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** December 18, 2014

**AGENDA ITEM:** 2015 CMB Permits

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** Cereal Malt Beverage licenses are issued on a calendar basis and will expire December 31, 2014. The following establishments have filed for renewals in 2015:

- Casey's Retail Company – East Main
- Casey's Retail Company – 6th & Parker
- Gasmart LLC (Quick Stop)
- Hayden & Hayden, LLC (Oz Mart)
- Willard's, Inc. (Moon's Hometown Market)
- Osawatomie Golf Course (Bogey's)
- Pizza Hut
- Tail Gators
- Whistle Stop Cafe

**COUNCIL ACTION NEEDED:** Review and vote on the proposed licenses.

**STAFF RECOMMENDATION TO COUNCIL:** Approve the CMB licenses as presented.





## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** December 18, 2014

**AGENDA ITEM:** **Proposed Utility Rate and Fee Changes**

**PRESENTER:** Don Cawby, City Manager

### **ISSUE SUMMARY:**

#### **Utility Rate Changes**

At its November 20 meeting, the Council reviewed the status of the water and sewer funds and considered proposed changes to the water and sewer rates for 2015. With the Council scheduled to take up these rate changes formally at its December 18 meeting, the Council asked the City Manager to come back with an alternative to the rate changes proposed at the meeting.

**Proposed New Sewer Rate Changes.** The proposed new rates on Nov. 20 would have been an average increase of 7.5% over the current rates, generating approximately \$60,000 of increased revenue beginning in 2015. The increased rates would have added \$1.92 to the base rate and 2 cents to the usage rate.

The Council wanted to know the impact of not changing the base and moving the entire increase into the per unit fee. To generate the \$60,000 needed, the per unit fee would need to be increased from 25 cents to 31 cents per 100, creating increases of over 20 percent for higher end water users.

After reviewing the rates and getting some more firm numbers, I am recommending the following proposal:

<b>Sewer Rates</b>	<b>Current</b>	<b>Proposed</b>
Monthly user charge	\$4.33	\$5.25
Monthly net capital charge	\$21.75	\$23.00
Minimum monthly charge (user charge + net capital charge)	\$26.08 per housing unit	\$28.25 per meter
Volume charge per 100 gallons of metered water	\$0.25 per 100 gallons	\$0.27 per 100 gallons

The increase on sewer rates would be about around 8.0% and only the second increase since 2006. When broken out over the past 8 years, that amount of increase since 2006 equals an annual increase of about 2.0% over that time period. That comes out to about a 71-cent increase on an average monthly residential bill (5,000 gallons per month).

Attached is a sheet which compares our water and sewer rates to our peer communities for comparison purposes. It shows that we are just about in the middle on rates with our peers. Our base rate is the highest, but the usage charges is considerably less than our peers.

**Water Rates.** The November 20 proposed new rates would have been an average increase of around 10% over the current rates, generating an estimated \$85,000 in additional Water Fund revenue beginning in 2015. However, the actual percentage increase for each customers would have varied greatly from the 10% average increase because of changing tiers.

After getting some actual data and reviewing the impact of these changes, we have modified our proposal to raise the base fee by \$1 over the November 20 proposal. The reason for the increase is having actual numbers to build the estimate on and reach the estimated \$85,000 level. We also recommend a smaller increase in the rate for the wholesale customers, to make it proportional to the other rates.

The proposed changes actually result in some commercial bills having a reduction, because of the change in the meter fee and the elimination of the minimum usage charge.

**Estimated Decreased Bills (Monthly)**

	<u>#/Total.</u>	<u>Amount.</u>	<u>Average</u>
Commercial	91/125	\$ (415.00)	\$ (4.56)
Residential	99/1409	(177.20)	(1.75)

<b>Water Rates</b>	<b>Current</b>	<b>Nov 20 Proposed</b>	<b>New Proposed</b>
Residential			
Meter Charge	\$13	\$8.50	\$9.50
Minimum of 1,500 gallons included?	Yes	No	No
Up to 15,000 gallons (rate per 100 gallons)	\$0.40	\$0.42	\$0.42
Over 15,000 gallons (rate per 100 gallons)	\$0.34	\$0.42	\$0.41
Commercial			
Meter Charge	\$13	\$8.50	\$9.50
Minimum of 1,500 gallons included?	Yes	No	No
Up to 15,000 gallons (rate per 100 gallons)	\$0.40	\$0.42	\$0.42
Over 15,000 gal. up to 65,000 gal. (rate per 100 gal.)	\$0.34		
Over 15,000 gal. up to 75,000 gal. (rate per 100 gal.)		\$0.42	\$0.42
Over 65,000 gal. (rate per 100 gal.)	\$0.30		
Over 75,000 gal. (rate per 100 gal.)		\$0.32	\$0.32
Wholesale (State Hospital & Rural Water Districts)			
Meter Charge	\$35	\$15	\$20
Minimum of 7,500 gallons included?	Yes	No	No
Charge per thousand gallons	\$2.69	\$2.97	\$2.90
Bulk Water Sales (per 100 gallons)	\$0.49	\$0.55	\$0.55

As we discussed in November, the reason for reducing the commercial rate base fee is based upon the fact that 80 of 125 commercial meters use less than 4,400 gallons per month, the residential average. These meters are almost all smaller residential sized meters and the premium for commercial across the board is not equitable when compared to residential meters.

The proposed increase on water rates would be only the second since 2006. When broken out over the past 8 years, that amount of increase comes out to about an increase of about 2.5% per year over that time period. That comes out to about a 77-cent increase on an average monthly residential bill (6,000 gallons per month).

We are also recommending that we implement in the fee structure a planned phase-out of the upper water tier, by increasing the top tier by a maximum of 2-cents each year until the tier is eliminated. The plan to eliminate the higher tier is based upon market trends and to promote conservation. It also provides an artificial reduction where savings in production does not occur. In fact, the reverse trend is becoming the norm, with larger users paying a premium for the more water they use. Also, many communities have changed their rates to base the

customer fee on the size of the meter so that replacement costs every 10-15 years are figured into the rates.

**Combined Impact and Peer Comparisons.** Attached is a sheet which compares our proposed water and sewer rates to our peer communities. Also attached is a sheet which shows the combined impact of the water and sewer rate increases. Even after these changes, the City of Osawatomie still has one of the lowest water rates. Our combined water and sewer bill the second lowest among our peers and still significantly lower (around 25%) than our closest peers.

### **Other Fees**

**Refuse Rates.** L & K is raising their rates 2% for 2015. The fee table reflects these new rates.

**Late Fees on Utilities.** We are proposing a maximum late fee for our commercial customers. Our bigger commercial utility customers can pay up to \$1,000 in late fees some months. Furthermore, in the proposed increases for water and sewer rates, they will realize a much larger share of the burden than most customers. Therefore, we are recommending a cap on late fees for commercial customers of \$250 per electric meter. This cap will only be allowed if the customer is current on their previous bills and not on a pay plan. Otherwise, if the customer is not current the late fee would be the current rate of 7%.

**Golf Course Fees.** We will likely make changes early in 2015, but we do want to eliminate the 5% discount for payment of a full membership before January 15. We will be looking at implementing some hard and fast rules on payments for golf memberships and related fees.

**COUNCIL ACTION NEEDED:** Review and consider adoption of the fee resolution.

**STAFF RECOMMENDATION TO COUNCIL:** Approve the fee resolution, with adopts the fee table, effective for 2015. January utility bills would reflect the new rates.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION REVISING THE ANNUAL  
FEE RESOLUTION NO. 677.**

**WHEREAS**, a “comprehensive fee listing” promotes efficiency and expediency regarding City fees and charges; and

**WHEREAS**, the Governing Body shall at least annually review prior to the next fiscal year’s budget all fees and charges.

**BE IT RESOLVED BY THE CITY OF OSAWATOMIE, KANSAS**, that the fees and charges in “Exhibit A” attached be established.

**SECTION ONE:** Resolution No. 677 and all fees that are in conflict with this Resolution regarding fees and charges are hereby repealed.

**SECTION TWO:** This Resolution shall take effect the 1st day of January, 2015.

**PASSED AND APPROVED** by the Governing Body of the City of Osawatomie, Kansas this 18th day of December, 2014, a majority being in favor thereof.

**APPROVED AND SIGNED** by the Mayor.

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L. Mark Govea  
Mayor

(SEAL)

ATTEST:

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Ann Elmquist  
City Clerk

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 12/18/2014; Resolution No. ---**  
**Changes Effective - January 1, 2015**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED	
<b>ADMINISTRATIVE:</b>							
<b>ALCOHOL &amp; CEREAL MALT BEVERAGE</b>							
3-101	Code 1977    Ord 3254	Alcoholic Consumption on Public Property	\$100.00 deposit	28-Jul-05	\$100.00 deposit		
		Cereal Malt Beverage					
		general retailer/consumption	\$100.00*	13-Dec-07	\$50.00 per calendar year *		
		limited retailer/retail sales	\$50.00*	13-Dec-07	\$50.00 per calendar year *		
		change location application fee		13-Dec-07	\$25.00		
		* plus any state assessed costs/taxes					
		Occupational Tax – Retail Liquor sales off premises consumption	\$300.00		\$300.00 per year		
		Private Club License - Class A Club			\$250.00 per year		
		Private Entertainment Event			\$100.00		
Drinking Establishment License - Class B Club	\$100.00		\$250.00 per year				
Special Event Cereal Malt Beverage Permit		12-Jan-12	\$50 + \$25 State Fee				
Temporary Liquor License - by the drink		28-Jul-05	\$50.00 per day + state license				
<b>BUILDING RENTALS</b>							
Governing Body Nov-05	Auditorium	per day	\$125.00	17-Dec-09	\$150.00		
		deposit			\$100.00		
		microphone deposit			\$25.00		
	Memorial Hall	Monday - Friday	7:00 a.m. - 3:00 p.m.	\$35.00	13-Dec-07	\$40.00	
			4:00 p.m. - midnight	\$45.00	13-Dec-07	\$50.00	
			all day	\$55.00	13-Dec-07	\$60.00	
		Saturday, Sunday, Holidays	7:00 a.m. - 3:00 p.m.	\$40.00	13-Dec-07	\$50.00	
			4:00 p.m. - midnight	\$50.00	13-Dec-07	\$60.00	
			all day	\$60.00	13-Dec-07	\$70.00	
		Grandfathered organizations	\$25.00 per year		\$35.00 per year		
	deposit	\$100.00		\$100.00			
	Old Stone Church	\$50 deposit only	16-Dec-10	\$50 rent + \$50 deposit			
	Golf Course Clubhouse		13-Dec-07				
	winter rental	\$125.00 + salary		\$250.00 + salary			
	Rental Waivers						
USD #367 & Chamber of Commerce	no rent/no deposit	14-Dec-06	no rent/no deposit				
Osawatomie Alumni Association			no rental charge				
Benefit for someone with severe illness			no rental charge				

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 12/18/2014; Resolution No. ---**  
**Changes Effective - January 1, 2015**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>CEMETERY</b>						
	Ord 3395	Opening & closing grave, reopening or disinterment	contractor's cost		contractor's cost	
		Single grave space				
		City Limits	\$100.00	9-Jan-14	\$150.00	
		Osawatombie Zip Code	\$0.00	9-Jan-14	\$250.00	
		All Other	\$200.00	9-Jan-14	\$400.00	
		Permit for setting monument				
		single/double/corner markers	\$30.00	14-Dec-06	\$40.00	
		reset	\$0.00	9-Jan-14	no charge	
		repair			no charge	
		Burial Permit				
	during business hours	\$25.00	14-Dec-06	\$30.00		
	after business hours	\$75.00	14-Dec-06	\$80.00		
	Permit for disinterment	\$10 + cost + 10%	14-Dec-06	\$80.00		
	Stone Setting Bond	\$300.00	14-Dec-06	\$300 w/liability ins of \$1M		
<b>FIREWORKS</b>						
	Ord 3582	Permit for sale of fireworks	\$750.00	11-Dec-08	\$1,000.00	
		Permit for public display	none		none	
<b>MISCELLANEOUS/OTHER</b>						
		Insufficient check charge for checks returned unpaid by a bank (KSA 21-3707(b)(1))			\$30.00	
<b>MUNICIPAL COURT</b>						
	Ord 3627	Court Cost - plus any state assessed costs	\$40.00	14-Jun-07	\$55.50 + State costs	
	Ord 3706	Other Court Fees not to exceed \$500		13-Dec-12	As assessed by the Judge	
		Court Fines			fine schedule determined by Judge	
<b>OPEN RECORDS FEES</b>						
		Copies	\$0.20	28-Jul-05	\$.60 per page	
		Research fee per employee	\$13/hr.		\$20.00 hr. w/ \$20.00 min.	
		Utility Histories	150% of cost	9-Jan-14	\$.60 per page or \$10 per mutli-family housing complex	
		Letters of Credit	150% of cost	9-Jan-14	\$.60 per page	
		Maps, postage, manuals, misc.	manuals - \$10		150% of City cost including labor	
<b>SOLICITORS, CANVASSERS, PEDDLERS (ETC. City Code 5-201)</b>						
	5-207	License fee per person	\$10/day/person	14-Dec-06	\$30.00 per day per person	
		License fee for Ice Cream Street Vendors		12-Jul-12	\$50.00 per year per vehicle	

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 12/18/2014; Resolution No. ---**  
**Changes Effective - January 1, 2015**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>BUILDING, ZONING &amp; NUISANCES:</b>						
<b>BUILDING PERMITS</b>						
	Ord 3577	Residential Structures New, Additions, Remodel, or Accessory Structures over 120 ft <sup>2</sup> , including unfinished basements & garages	\$.27/sq ft (annual increase of \$.03/yr)+ Utilities as required	12-Jan-12	\$.30 per sq. ft., minimum \$40 + UTILITIES as required	
		Non-Residential & Public Projects (Other than City) New, Alterations or Additions with a Construction Value less than \$300,000 New, Alterations or Additions with a Construction Value of \$300,000 or greater	\$.22 per sq. ft., \$100 minimum + UTILITIES as required	12-Jan-12	\$.25 per sq. ft., \$100 minimum + UTILITIES as required Adopted Building Code Rates	
		Accessory Structures Residential/Commercial 120 sf and greater Agricultural All square footage	\$.27/sq ft (\$40 min) \$25.00	12-Jan-12 13-Dec-07	\$.30 per sq. ft. - min of \$40 \$30.00	
		Re-roof/New Roof/fences over 6' in height	\$25.00	13-Dec-07	\$30.00	
		Demolition Free Standing Building with Shared Wall	\$25.00 \$100.00	13-Dec-12	\$30.00 \$100 + engineer review costs	
		Electric Wiring replacement (of existing wiring only) new structures (expansion of existing system)	\$25.00 \$40.00	13-Dec-07	\$30.00 \$50.00	
		Plumbing replacement (of existing plumbing only) new structures (expansion of existing system)	\$25.00 \$40.00	13-Dec-07	\$30.00 \$50.00	
		Mechanical, Heating, Venting & AC replacement (of existing HVAC only) new structures (expansion of existing system)	\$25.00 \$40.00	13-Dec-07	\$30.00 \$50.00	
		Earthwork - excavation or fill 18" or more	\$40 + actual cost		\$50 plus actual City cost	
		Towers, Generating Stations, & Generating Plants			Adopted Building Code Rates	
		Temporary Occupancy Permit		17-Dec-09	\$25.00	
		Decks	\$25.00		\$30.00	
		Signs	\$25.00		\$30.00	
		Structure Moving Fee <i>* does not include all cost of required new structure permits</i>	\$40 + cost - \$300 ...	13-Dec-07	\$50 + cost of City labor - \$500 in escrow prior to permit - total cost = actual City cost*	
	Street excavation fee per occurrence or street/curb damage fee <i>(permit required for each occurrence)</i>	\$300 escrow ...		\$1,000 escrow held up to 1 year, 48 hr response to trigger escrow		
	Ord. 3577					



**OSAWATOMIE FEE SCHEDULE**  
**Adopted 12/18/2014; Resolution No. ---**  
**Changes Effective - January 1, 2015**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
	Ord 3320	Oil or gas drilling permit fee	\$100.00	13-Dec-07	\$1,000.00	
		Plan Review Fee Non-Residential & Public Housing* <i>* may include (but not limited to) all plans such as utility site plans, storm water plans, traffic flow plans, outside lighting plans, landscaping plans, building plans, etc.</i>	\$250.00	12-Jan-12	\$250 or adopted building code rates if value is over \$300,000	
		Residential Homes and Accessory Structures	\$50/hour w/1 hour min./3 hour max.	12-Jan-12	\$50/hour w/1 hour min./3 hour max. or Adopted Building Code Rate for Buildings valued over \$300,000	
		Working without building permit	double permit fee	13-Dec-07	triple permit fee	
<b>CONTRACTOR REGISTRATION FEES*</b>						
	Ord 3577	<i>* All must present proof of required insurance</i>				
		General Builder or Limited Building Contractor Engages in general contract work, except house moving	\$30.00	13-Dec-07	\$50.00 per calendar year	
		General Electrician or Electrical Contractor Engages in more than one kind of electrical construction work	\$30.00	13-Dec-07	\$50.00 per calendar year	
		General Plumber or Plumbing Contractor Engages in more than one kind of plumbing work	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Mechanical Contractor Engages in more than one kind of mechanical work	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Tree Trimmers	\$30.00	13-Dec-07	\$50.00 per calendar year	
		House Movers	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Sign Hangers and Panel Posters	\$30.00	13-Dec-07	\$50.00 per calendar year	
		Operating without being registered		14-Dec-06	maximum \$500.00	
<b>MOWING ASSESSMENT</b>						
		Mowing of Nuisance Lots - each occurrence	\$150/hour	17-Dec-09	\$200.00/hr, 1 hr minimum (round up to next hour)	

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 12/18/2014; Resolution No. ---**  
**Changes Effective - January 1, 2015**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>ZONING*</b>						
	Ord 3577	* All zoning requests will be fees plus actual City costs for publication, notifications, legal costs		28-Jul-05		
		Rezoning – All districts				
		0 - 5 acres	\$150.00 + \$5.00		\$250.00	
		5.1 - 50 acres	per owner		\$300.00	
		50.1 and up			\$400.00	
		Special Use Permit – Initial Application				
		0 - 5 acres	\$100.00 + \$5.00		\$200.00	
		5.1 - 50 acres	per owner		\$300.00	
		50.1 and up			\$400.00	
		Land use permit			\$400.00	
		Board of Zoning Appeals				
		Variances	\$300.00	9-Feb-06	\$150.00	
		Appeals	\$150.00		\$300.00	
		Subdivision Application				
		Per lot, 10 or less	\$75 + \$5/lot	14-Dec-06	\$200.00 + \$5.00 per lot	
		Per lot, 11 or more	\$75 + \$3.50/lot		\$200.00 + \$3.50 per lot	
		Preliminary Plat	\$600.00		\$300.00	
		Final Plat - not combined with preliminary plat			\$300.00	
		Lot Splits	\$75.00		\$150.00	

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 12/18/2014; Resolution No. ---**  
**Changes Effective - January 1, 2015**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>PUBLIC SAFETY:</b>						
<b>ADMINISTRATIVE</b>						
		Fee for Police Responses to Party* <i>* Fees including but not limited to: Officer salaries, pro rate cost of equipment, cost of repairing City equipment or property, officer medical treatment, reasonable attorney fees, etc.</i>		28-Jul-05	Actual Cost*	
	Ord 3482	Adult entertainment licenses				
		Business license	\$500.00 per year*	13-Dec-07	\$1,000.00 per year*	
		Manager's license	\$100.00 per year*	13-Dec-07	\$250.00 per year*	
		Entertainer's license	\$250.00 per year*	"	\$1,000.00 per year*	
		Server's license	\$50.00 per year*	"	\$50.00 per year*	
		<i>* plus investigation costs</i>	\$50.00 per year*	"	\$50.00 per year*	
		Access/ Copy Fees*				
		Copies			\$4.00 per report	\$5.00 per report
		Mail Charge				\$2.00 per report
		Fax Charge				\$1.00 per report
		Search Charge				\$20.00 per hour
		Computer Time				\$40.00 per hour
		Video Reproduction			\$20.00 per copy	\$20.00 per hour
		<i>*No charge for law enforcement agencies or victims of crimes</i>				

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 12/18/2014; Resolution No. ---**  
**Changes Effective - January 1, 2015**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>ANIMALS</b>						
Ch. 2	Ord 3709	Dog or Cat License				
		sexually altered	\$7.00 per animal per year	13-Jun-13	\$5.00 per animal per year	
		unaltered	\$10.00	13-Dec-07	\$10.00 per animal per year	
		updated micro-chip discount (must provide proof)	<i>not available</i>	13-Jun-13	Free, one tag	
		duplicate tag	\$2.00	13-Dec-07	\$2.50	
		Pickup Fee per licensed non-aggressive animal (in lieu of citation)				
		1st Pickup per animal	<i>not available</i>	13-Jun-13	\$0 (Warning)	
		2nd Pickup (within 12 months of 1st)	<i>not available</i>	"	\$10.00	
		3rd Pickup (within 12 months of 1st)	<i>not available</i>	"	\$25.00	
		4th Pickup (within 12 months of 1st)	<i>not available</i>	"	Pickup + at large citation	
		Unlicensed Animal Pickup Fee (in lieu of citation)				
		1st Pickup per owner	<i>not available</i>	13-Jun-13	\$25 + license	
		2nd Pickup (within 24 months of 1st)	<i>not available</i>	"	\$50 + license	
		3rd Pickup (within 24 months of 1st)	<i>not available</i>	"	\$100 + license	
		4th Pickup (within 24 months of 1st)	<i>not available</i>	"	Pickup + license + at large citation	
		General Pickup fee	\$25.00	13-Jun-13	\$25.00 with at large citation	
		Boarding fee (paid if animal is checked into pound)	\$20.00 per day	13-Jun-13	\$7.00 per day	
		Euthanization Fee	\$20.00	13-Dec-07	\$50.00	
		Vaccination fee	\$10.00	13-Dec-07	\$15.00 per animal	
		Vaccination deposit		13-Jun-13	\$10.00	
		Dead Animal Removal				
		Small animal from private property (commercial operation)	\$30.00 per animal	13-Jun-13	<i>Not Available</i>	
		Small animal from private property		14-Dec-06	\$25.00	
		Large animal from private property (over 50 lbs.)	Actual cost of removal	13-Jun-13	\$50.00 or Actual Cost if higher	
		Animal Adoption, dog or cat				
		License Fee	Same as above		Same as above	
		Adoption fee	\$20.00 per animal	14-Dec-06	\$25.00 per animal	
		Spay/neuter fee		14-Dec-06	\$100.00	
		Vaccination fee	Same as above		Same as above	

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 12/18/2014; Resolution No. ---**  
**Changes Effective - January 1, 2015**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>RECREATION:</b>						
<b>CAMPING FEES</b>						
	Ord. 3277	Individuals				
		no hook-up	\$7.00			
		electric	--	13-Dec-07	\$10.00 per day with 7-day limit combined with all City parks	
		air conditioning or heat	--			
		Organizations				
		no hook-up	\$7.00			
		electric	--	13-Dec-07	\$10.00 per day with 7-day	
		air conditioning or heat	--			
<b>GOLF COURSE FEES</b>						
	Ord 3552	Memberships				
		<i>(5% discount if paid in full before January 1 of each year)</i>				Eliminate Discount
		Single	\$490.00	13-Jun-13	\$550.00	
		Single with cart privileges <sup>1</sup>	\$890.00	9-Jan-14	\$985.00	
		Couple	\$645.00	13-Jun-13	\$725.00	
		Couple with cart privileges <sup>1</sup>	\$1,140.00	9-Jan-14	\$1,265.00	
		Family	\$820.00	13-Jun-13	\$920.00	
		Family with cart privileges <sup>1</sup>	\$1,505.00	9-Jan-14	\$1,665.00	
		Students (Valid Student I.D. & age 25 or under, no discount)	\$190.00	9-Jan-14	\$50.00 (no cart)	
		Youth (High School Student or under age 18, no discount)		9-Jan-14	25.00 (no cart)	
		<sup>1</sup> cart portion taxes included				
		Greens Fees - All Players				
		Monday through Thursday - 9 holes	\$16.00	9-Jan-14	\$9.00	
		Monday through Thursday - 18 holes	\$22.00	"	\$13.00	
		Friday through Sunday & Holidays - 9 holes	\$18.00	"	\$9.00	
		Friday through Sunday & Holidays - 18 holes	\$25.00	"	\$13.00	
		Greens Fees - All Persons				
		Twilight Rate - walking (after 4)	\$13.00	9-Jan-14	\$9.00	
		Twilight Rate with cart (after 4) <sup>1</sup>	\$24.00	"	\$20.00	
		Winter Rate - walking	\$15.00	"	\$9.00	
		Winter Rate with cart <sup>1</sup>	\$23.00	"	\$20.00	
		Senior Rate - Over age 62 (M-Th, Fri-Sun after noon) <sup>2</sup>	\$16.00	"	\$25.00	
		<sup>1</sup> cart portion taxes included				
		<sup>2</sup> with cart, subtract \$16 for no cart				

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 12/18/2014; Resolution No. ---**  
**Changes Effective - January 1, 2015**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
		Golf Carts				
		Cart Storage Rentals in the City Building <sup>3</sup>	\$125.00 annual	12-Jan-12	\$130.00 annual	
		Electricity Charge <sup>1</sup>	\$155.00 annual	"	\$180.00 annual	
		Private Cart Trail Fee <sup>1</sup>	\$125.00 annual	"	\$142.00 annual	
		Hauled Private Cart Trail Fee Annually	\$180.00 annual	"	\$190.00 annual	
		Hauled Private Cart Trail Fee per Round	\$15.00 per time	"	\$16 per time	
		Rental - 9 holes per player <sup>1</sup>	\$7.00 per player	"	\$9.00 per player	
		Rental - 18 holes per player <sup>1</sup>	\$16.00 per player	13-Dec-12	\$16.00 per player	
		<sup>1</sup> taxes included				
		Group Membership Rates (per player) - minimum of 10				
		without cart privileges	\$445.00	13-Jun-13	\$505.00	
		with cart privileges <sup>1</sup>	\$865.00	9-Jan-14	\$940.00	
		<sup>1</sup> cart portion taxes included				
		Tournament Rates (includes cart) <sup>1</sup>				
		Weekdays (Monday - Thursday)				
		Under 20 Players		9-Jan-14	\$23 per player	
		21 - 40 Players <sup>3</sup>		"	\$22 per player	
		41 - 60 Players <sup>3</sup>		"	\$21 per player	
		61 + Players <sup>3</sup>		"	\$21 per player	
		Weekend (Friday - Sunday)				
		Under 20 Players	\$37 per player	9-Jan-14	\$25 per player	
		21 - 40 Players <sup>3</sup>	\$36 per player	"	\$24 per player	
		41 - 60 Players <sup>3</sup>	\$35 per player	"	\$23 per player	
		61 + Players <sup>3</sup>	\$34 per player	"	\$23 per player	
		<sup>1</sup> cart portion taxes included				
		<sup>3</sup> for extra carts rented from 3rd party, actual cost charged. Subtract \$13 from each fee over OGC cart capacity.				

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 12/18/2014; Resolution No. ---**  
**Changes Effective - January 1, 2015**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>UTILITIES:</b>						
<b>ADMINISTRATIVE</b>						
		Customer utility service fee (connections & transfers)	\$15.00	13-Dec-07	\$20.00 + tax	
		Utility Desposits		13-Dec-07		
		Residential	\$100.00		\$200.00	
		Commercial - average of previous 12 mos or similar business	\$150.00 min		\$300.00	
		Rental Units - residential	\$100.00		\$200.00	
		Senior citizen housing	\$50.00		\$75.00	
		Tavern	\$250.00		\$300.00	
		Restaurant	\$1,000.00		\$1,000.00	
		Late charge for delinquent utility bills	3%	11-Dec-08	7% of amount billed	Add maximum of \$250 per bill; if current on all previous bills.
		Reconnection charge for services disconnected for non-payment				
		during business hours	\$20 + tax		\$25.00 + tax	
		after business hours	\$40 + tax		NO AFTER HOURS RECONNECT	
<b>ELECTRIC SERVICE RATES</b>						
	Ord 3422	Residential*				
		Meter Charge	\$10.00	13-Dec-12	\$9.00	
		First 100 kwh per month	\$0.156	25-Sep-08	0.150/kwh	
		Next 400 kwh per month	\$0.100	"	\$0.096/kwh	
		Next 1,000 kwh per month	\$0.079	"	\$0.076/kwh	
		All over 1,500 kwh per month	\$0.077	"	\$0.074/kwh	
		Small General*				
		Meter Charge	\$15.00	13-Dec-12	\$14.00	
		First 100 kwh per month	\$0.137	25-Sep-08	\$0.126/kwh	
		Next 400 kwh per month	\$0.121	"	\$0.111/kwh	
		Next 1,500 kwh per month	\$0.103	"	\$0.095/kwh	
		Next 3,000 kwh per month	\$0.100	"	\$0.092/kwh	
		Next 5,000 kwh per month	\$0.088	"	\$0.081/kwh	
		All over 10,000 kwh per month	\$0.082	"	\$0.075/kwh	
		Large General*				
		Demand	\$5.81	25-Sep-08	\$5.35	
		First 150 kwh per month	\$0.068		\$0.063/kwh	
		Next 150 kwh per month	\$0.062		\$0.057/kwh	
		All additional kwh	\$0.053		\$0.049/kwh	
		Customer Charge	\$75.00		\$75.00/mo	
		Minimum bill	demand + cc		demand + customer chg	
		City Use*				
		First 100 kwh per month	\$0.115	12-Oct-95	\$0.115 per kwh	
		All over 100 kwh per month	\$0.083		\$0.083 per kwh	

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 12/18/2014; Resolution No. ---**  
**Changes Effective - January 1, 2015**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
		Outside City Limits		14-Dec-06	50% over rates listed above	
		Energy Cost Adjustment (ECA) Charge weighted average of 3 most recent months <i>* ECA applied to all electric rates</i>		28-Jul-05	Add 0.1 mill/kwh for each 0.1 mill over 50.0 mills or subtract for under 50.0 mills	
		Service Connection Regular meter - res. & small commercial - 200 amps & less Demand meter - 400 amps & more Padmount transformer			\$500.00 \$750.00 cost + labor + 10%	
		Temporary Electric Hookup rate installation deposit	as applicable  as applicable		as applicable \$100.00 \$100.00	
		Security/Yard Lights Monthly Rate 175 watt 400 watt Installation Pole 30' 35'  After Hours Repair	\$7.50  \$60.00 \$60.00	14-Dec-06 14-Dec-06  13-Dec-12	\$9.50 per month \$20.00 per month \$100 per light \$100 per pole \$150 per pole \$125/hr equipment charge + \$75/hour per employee	



**OSAWATOMIE FEE SCHEDULE**  
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**Changes Effective - January 1, 2015**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>REFUSE SERVICE RATES</b>						
	Ord 3533	Residential*	\$16.39 per family unit	1-Jan-13	\$16.87 per family unit	\$17.20 per family unit
		Business*				
		Class 1	2x \$16.30	"	\$16.77	\$17.10
			5x \$37.92	"	\$39.04	\$39.81
		Class 2	2x \$29.92	"	\$30.80	\$31.41
			5x \$72.81	"	\$74.98	\$76.47
		Class 3	2x \$40.90	"	\$42.11	\$42.94
			5x \$100.25	"	\$103.24	\$105.29
		Class 4	2x \$58.91	"	\$60.66	\$61.86
			4x \$93.43	"	\$96.22	\$98.13
			5x \$116.46	"	\$119.94	\$122.33
			6x \$139.49	"	\$143.66	\$146.52
		Class 5	2x \$73.43	"	\$96.22	\$98.13
			4x \$185.52	"	\$191.07	\$194.88
			5x \$321.57	"	\$238.50	\$243.26
			6x \$277.63	"	\$285.94	\$291.65
		Class 6	2x \$139.49	"	\$143.66	\$146.52
			4x \$277.63	"	\$285.94	\$291.65
			5x \$345.61	"	\$355.96	\$363.07
			6x \$415.74	"	\$428.20	\$436.75
		Class 7	2x \$185.52	"	\$191.07	\$194.88
			4x \$369.71	"	\$380.79	\$388.40
			5x \$461.79	"	\$475.63	\$485.13
			6x \$553.88	"	\$570.48	\$581.88
		Fuel Surcharge				
		Adjusts every 6 months per contract				
		* Fuel Surcharge applied to all electric rates			3% for each \$0.20 increase in fuel over \$3	
		Billing Charge - Administraton fee inlucded in rates			\$0.50	
		Bulky Item Pickup Fee - included in rate	\$1.22		\$1.28	
		Collection outside City limits	no additional chg		50% over rates listed above	

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 12/18/2014; Resolution No. ---**  
**Changes Effective - January 1, 2015**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>SEWER SERVICE CHARGES</b>						
Ord 3481		Inside City Limits				
		<i>Volume charge based on metered water used during preceding December &amp; January</i>		12-Nov-99		
		Monthly user charge	\$2.33	13-Dec-12	\$4.33	\$5.00
		Monthly net capital charge	\$14.50	14-Dec-06	\$21.75	\$23.25
		Minimum monthly charge (user charge + net capital charge)		13-Dec-12	\$26.08 per housing unit	\$28 per housing unit
		Volume charge per 100 gallons of metered water	\$0.24	13-Dec-12	\$0.25 per 100 gallons	\$0.27 per 100 gallons
		Outside City limits		14-Dec-06	50% over rates listed above	50% over rates listed above
		Service to the State Hospital				
		Monthly user charge	\$2.33	13-Dec-12	\$4.33	\$5.00
		Monthly net capital charge	\$5,953.37	14-Dec-06	\$8,930.06	\$9,545.93
		Minimum monthly charge (user charge + net capital charge)		13-Dec-12	\$8,934.39	\$9,550.93
		Volume charge per 100 gallons of metered water	\$1.79 per month	13-Dec-12	\$.25 per 100 gallons	\$.27 per 100 gallons
		Extra Strength Sewage Surcharge	No charge	28-Jul-05	S=Vs x 0.00624 [\$.2364 (BOD-300) + \$.1734 (SS-350)]	S=Vs x 0.00624 [\$.2647 (BOD-300) + \$.1942 (SS-350)]
		BOD			\$0.2364 per pound	\$0.2647 per pound
		Suspended Solids			\$0.1734 per pound	\$0.1942 per pound
Ord 3496		Service Connection		13-Dec-07		
		connection within existing districts	\$250.00		\$350.00	\$350.00
		reconnection	\$50.00		\$50.00	\$50.00
Ord 3457		Amortization Assessment fee - outside the bounds of an assessed improvement district	\$1,000.00	14-May-98	\$1,000.00	\$1,000.00
		Private system inspection & permit fee - does not include regular plumbing permit fee		28-Jul-05	\$50.00	\$50.00

**OSAWATOMIE FEE SCHEDULE**  
**Adopted 12/18/2014; Resolution No. ---**  
**Changes Effective - January 1, 2015**

CODE REF.	ORD. #	DESCRIPTION	PREVIOUS FEE(S)	LAST CHANGED	CURRENT FEE	PROPOSED
<b>WATER SERVICE RATES</b>						
	Res 557	Residential				
		First 1,500 gallons per month	\$12.08 minimum/housing unit	9-Feb-12	\$13.00 min. per housing unit	\$9.50 meter fee
		Next 2,200 gallons per month	\$.40 per hundred gallons	"	\$.40 per 100 gal over 1,500	\$.42 per 100 gallons
		Next 3,700 gallons per month	\$.34 per hundred gallons	"	\$.34 per 100 gal over 15,000	
		Over 7,400 gallons per month	\$.32 per hundred gallons			
		Commercial				
		First 1,500 gallons per month	\$17.66 minimum	9-Feb-12	\$18.25 minimum	\$9.50 meter fee
		Next 2,200 gallons per month	\$.40 per hundred gallons	"	\$.40 per 100 gal over 1,500	\$.42 per 100 gal up to 75k gal
		Next 3,700 gallons per month	\$.34 per hundred gallons	"	\$.34 per 100 gal over 15,000	\$.32 per 100 gal over 75,000 gal
		Next 67,400 gallons per month	\$.32 per hundred gallons	"	\$.30 per 100 gal over 65,000	top tier increases \$0.02 per 100 gal
		Over 74,800 gallons per month	\$.27 per hundred gallons			each year until tier is eliminated
		Outside City Limits	50% over rates listed above	14-Dec-06	50% over rates listed above	50% over rates listed above
		State Hospital and Rural Water Districts				
		First 7,500 Gallons, Minimum	\$34.99	9-Feb-12	\$35.00	\$25.00
		Excess	\$2.51 per thousand gallons	9-Feb-12	\$2.69 per thousand	\$2.90 per thousand
		Bulk Water Sales				
		Per Thousand Gallons	\$4.58	9-Feb-12	\$4.90	\$5.50
		Per 100 Gallons	\$0.46	9-Feb-12	\$0.49	\$0.55
		Hydrant Meter Fee	\$25.00	17-Dec-09	\$25.00	\$25.00
		State Water Protection Fee - State mandated	\$0.032		\$0.032 per thousand gallons	\$0.032 per thousand gallons
		New Service Connection - tap, service line & meter				
		3/4 inch meter or 5/8 inch meter	\$750.00		\$750.00	\$750.00
		meter larger than 3/4 inch	time & material + \$750.00		time & material + \$750.00	time & material + \$750.00
		Temporary Water Service				
		rate	bulk water rate		bulk water rate	bulk water rate
		installation	\$25 + installation cost		\$25 + installation cost	\$25 + installation cost
		deposit	\$500 meter deposit		\$500 meter deposit	\$500 meter deposit
		fire hydrant water meter deposit	\$1,200.00		\$1,200.00	\$1,200.00

**Combined Bills**

		<b>2014</b>	<b>2014</b>	<b>2014</b>	<b>Proposed</b>	<b>Proposed</b>	<b>Proposed</b>	<b>Proposed</b>	<b>Proposed</b>
		<b><u>Water</u></b>	<b><u>Sewer</u></b>	<b><u>Total</u></b>	<b><u>Water</u></b>	<b><u>Sewer</u></b>	<b><u>Total</u></b>	<b><u>% change</u></b>	<b><u>\$ change</u></b>
<b>Residential</b> One Occupant	Mar	13.03	27.96	40.99	13.31	30.03	43.34	5.73%	2.35
	Aug	13.03	27.96	40.99	13.31	30.03	43.34	5.73%	2.35
Two Occupants	Mar	18.30	33.08	51.38	21.36	35.56	56.92	10.78%	5.54
	Aug	19.10	33.08	52.18	22.20	35.56	57.76	10.69%	5.58
Three Occupants	Mar	24.36	36.46	60.82	27.72	39.21	66.93	10.05%	6.11
	Aug	54.18	36.46	90.64	59.02	39.21	98.23	8.37%	7.59
Family w/ Children	Mar	28.79	40.83	69.62	32.37	43.93	76.30	9.59%	6.68
	Aug	26.76	40.83	67.59	30.24	43.93	74.17	9.74%	6.58
<b>Business</b>									
Food Service 1	Mar	69.89	51.71	121.60	75.95	55.68	131.63	8.25%	10.03
	Aug	82.60	51.71	134.31	91.62	55.68	147.30	9.67%	12.99
Food Service 2	Mar	124.46	136.58	261.04	143.24	147.34	290.58	11.32%	29.54
	Aug	250.21	136.58	386.79	299.41	147.34	446.75	15.50%	59.96
Food Service 3	Mar	118.62	102.83	221.45	136.04	110.89	246.93	11.51%	25.48
	Aug	269.40	102.83	372.23	326.06	110.89	436.95	17.39%	64.72
Professional Office	Mar	18.28	28.33	46.61	12.89	30.43	43.32	-7.06%	(3.29)
	Aug	18.28	28.33	46.61	13.73	30.43	44.16	-5.26%	(2.45)
Care Facility	Mar	1,103.78	1,203.83	2,307.61	1,255.30	1,299.97	2,555.27	10.73%	247.66
	Aug	1,313.99	1,203.83	2,517.82	1,479.27	1,299.97	2,779.24	10.38%	261.42
OHS	Mar	331.07	329.83	660.90	392.21	356.05	748.26	13.22%	87.36
	Aug	342.17	329.83	672.00	403.83	356.05	759.88	13.08%	87.88
State Hospital		2,756.54	12,110.64	14,867.18	2,983.18	12,878.63	15,861.81	6.69%	994.63

## Water Rate Examples

		<u>Usage</u>	<u>Old Bill</u>	<u>New Bill</u>	<u>% change</u>	<u>\$ change</u>
Residential						
	Low User	1,000	13.03	13.73	5.37%	0.70
	Medium User	3,600	21.53	24.75	14.96%	3.22
	High User	15,000	67.48	72.98	8.15%	5.50
Commercial						
	Low User	2,500	22.35	20.10	-10.07%	(2.25)
	Medium User	25,000	101.80	115.30	13.26%	13.50
	High User	100,000	345.20	432.70	25.35%	87.50
State Hospital		1,091,000	2,756.54	2,983.18	8.22%	226.64

<b>Residential</b>		<u>Usage</u>	<u>Old Bill</u>	<u>New Bill</u>	<u>% change</u>	<u>\$ change</u>
One Occupant	Mar	900	13.03	13.31	2.15%	0.28
	Aug	900	13.03	13.31	2.15%	0.28
Two Occupants	Mar	2,800	18.30	21.36	16.72%	3.06
	Aug	3,000	19.10	22.20	16.23%	3.10
Three Occupants	Mar	4,300	24.36	27.72	13.79%	3.36
	Aug	11,700	54.18	59.02	8.93%	4.84
Family w/ Children	Mar	5,400	28.79	32.37	12.43%	3.58
	Aug	4,900	26.76	30.24	13.00%	3.48
Home with Pool	Mar	7,200	36.06	40.00	10.93%	3.94
	Aug	16,500	72.64	79.34	9.22%	6.70

<b>Business</b>		<u>Usage</u>	<u>Old Bill</u>	<u>New Bill</u>	<u>% change</u>	<u>\$ change</u>
Food Service 1	Mar	15,700	69.89	75.95	8.67%	6.06
	Aug	19,400	82.60	91.62	10.92%	9.02
Food Service 2	Mar	31,600	124.46	143.24	15.09%	18.78
	Aug	68,500	250.21	299.41	19.66%	49.20
Food Service 3	Mar	29,900	118.62	136.04	14.69%	17.42
	Aug	74,800	269.40	326.06	21.03%	56.66
Professional Office	Mar	800	18.28	12.89	-29.48%	(5.39)
	Aug	1,000	18.28	13.73	-24.89%	(4.55)
Care Facility	Mar	336,100	1,103.78	1,255.30	13.73%	151.52
	Aug	405,400	1,313.99	1,479.27	12.58%	165.28

<b>Schools</b>		<u>Usage</u>	<u>Old Bill</u>	<u>New Bill</u>	<u>change</u>	<u>\$ change</u>
OHS (at Bus Rate)	Mar	95,200	331.07	392.21	18.47%	61.14
	Aug	98,800	342.17	403.83	18.02%	61.66
Trojan (at Bus Rate)	Mar	74,200	267.40	323.54	20.99%	56.14
	Aug	207,900	672.66	756.44	12.46%	83.78

**Sewer Rate Examples**

**Current Rates - \$26.08 & \$0.25**

**Revised Proposal - \$28.25 & \$0.27**

	<u>Usage</u>	<u>Base Fee</u>	<u>Usage Charge</u>	<u>Total Charge</u>	<u>Base Fee</u>	<u>Usage Charge</u>	<u>Total Charge</u>	<u>Monthly Change</u>	<u>%</u>	
<b>Residential</b>										
One Occupant	750	\$ 26.08	\$ 1.88	\$ 27.96	\$ 28.25	\$ 2.03	\$ 30.28	\$ 2.32	8.30%	
Two Occupants	2,800	26.08	7.00	33.08	28.25	7.56	35.81	2.73	8.25%	
Three Occupants	4,150	26.08	10.38	36.46	28.25	11.21	39.46	3.00	8.23%	
Family w/ Children	5,900	26.08	14.75	40.83	28.25	15.93	44.18	3.35	8.20%	
Apartment Complex	86,650	26.08	216.63	242.71	28.25	233.96	262.21	19.50	8.03%	
<b>Commercial</b>										
Food Service 1	10,250	\$ 26.08	\$ 25.63	\$ 51.71	\$ 28.25	\$ 27.68	\$ 55.93	\$ 4.22	8.16%	
Food Service 2	44,200	26.08	110.50	136.58	28.25	119.34	147.59	11.01	8.06%	
Food Service 3	30,700	26.08	76.75	102.83	28.25	82.89	111.14	8.31	8.08%	
Professional Office	900	26.08	2.25	28.33	28.25	2.43	30.68	2.35	8.30%	
Care Facility	471,100	26.08	1,177.75	1,203.83	28.25	1,271.97	1,300.22	96.39	8.01%	
<b>School</b>										
OHS	121,500	\$ 26.08	\$ 303.75	\$ 329.83	\$ 28.25	\$ 328.05	\$ 356.30	\$ 26.47	8.03%	
Miiddle School	51,200	26.08	128.00	154.08	28.25	138.24	166.49	12.41	8.05%	
State Hospital	1,270,500	\$ 8,934.39	\$ 3,176.25	\$ 12,110.64	\$ 9,550.55	\$ 4,192.65	\$ 13,743.20	\$ 1,632.56	13.48%	

**Water & Sewer Rate Comparisons**

updated 2014-12-18

	<b>Gardner</b>	<b>Paola</b>	<b>Spring Hill</b>	<b>Baldwin</b>	<b>Eudora</b>	<b>Tonganoxie</b>	<b>Current Oz - Res</b>	<b>Proposed Oz</b>
Water								
Customer Charge min included	\$ 12.45	\$ 25.00	\$ 8.00	\$ 6.50	\$ 13.21	\$ 8.55	\$ 13.00	\$ 9.50
Charge / 1000 gal	\$ 5.550	\$ 6.150	\$ 7.600	\$ 10.067	\$ 5.070	\$ 5.220	\$ 4.000	\$ 4.200
other tiers / 1000	first 6k/5.55 next 4k/6.11 next 4k/6.38 next 4k/6.67 Over 18k/6.97						1,000.00 1,500 15,000/\$.34 65,000/\$.30	- 75,000/\$0.32 Comm Only
Bulk / 100								
<i>Bill w/ 6000 gal</i>	\$ 45.75	\$ 61.90	\$ 53.60	\$ 66.90	\$ 43.63	\$ 34.65	\$ 31.00	\$ 34.70 11.94%
Sewer								
Customer Charge min included	\$ 13.24	\$ 23.00	\$ 24.68	\$ 16.00	\$ 20.93	\$ 14.36	\$ 26.08	\$ 28.25
Charge / 1000 gal	\$ 8.44	\$ 3.30	\$ 8.00	\$ 5.15	\$ 3.94	\$ 4.20	\$ 2.50	2.70
<i>Bill w/ 5000 gal</i>	\$ 55.44	\$ 39.50	\$ 48.68	\$ 41.75	\$ 40.63	\$ 31.16	\$ 38.58	\$ 41.75 8.22%
<b>COMBINED BILL</b>	\$ 101.19	\$ 101.40	\$ 102.28	\$ 108.65	\$ 84.26	\$ 65.81	\$ 69.58	\$ 76.45

# L & K SERVICES



510 S. FIRST STREET  
LOUISBURG, KANSAS 66053  
(913) 837-4637  
TOLL FREE (888) 837-4640  
FAX (913) 837-5214  
[www.lktrashservices.com](http://www.lktrashservices.com)

**December 8, 2014**

**City of Osawatomie  
PO Box 37  
Osawatomie, KS 66064**

**Dear Customer:**

**This letter is to inform you of a two percent (2.0%) increase in rates effective January 1, 2015. As stated in our contract for Collection of Solid Waste, the rate is subject to an annual increase of no more than three percent (3.0%).**

**If you have any questions, feel free to contact our office. Thank you for giving us the opportunity to provide your community with your waste services.**

**Sincerely,**

A handwritten signature in black ink, appearing to read 'Bryce Smith'. The signature is stylized and somewhat cursive, with the first name being more prominent.

**Bryce Smith**

**BSmith@LKTrashServices.com**

**913-963-2289 Cell**





**STAFF AGENDA MEMORANDUM**

**DATE OF MEETING:** December 18, 2014

**AGENDA ITEM:** **School Resource Officer (SRO) Agreement**

**PRESENTER:** Don Cawby, City Manager  
Bob Butters, Asst. Police Chief

**ISSUE SUMMARY:** A couple of months ago the City was awarded a COPS grant which provides a school resource officer for USD 367. The grant application was written so that the school would pay the match portion of all salaries and benefits, and the City would provide equipment for the officer. To formalize the grant agreement, the City and School District are proposing an agreement to govern the coordination issues between the two parties.

Attached in the packet is a draft of that document, but we plan to have a more complete agreement available to you at the meeting on the 18<sup>th</sup>.

**COUNCIL ACTION NEEDED:** Review and discuss.

**STAFF RECOMMENDATION TO COUNCIL:** Approve the final agreement as presented by staff.

## **SCHOOL RESOURCE OFFICER AGREEMENT**

THIS AGREEMENT entered into by and between the CITY OF OSAWATOMIE, KANSAS, hereinafter referred to as "City"; and OSAWATOMIE SCHOOLS, USD 367, hereinafter referred to as "USD".

WHEREAS, the USD 367 has a need for a certified police officers to assist in the enforcement of State and local laws on school district property, especially with respect to the student population; and

WHEREAS, the City of Osawatomie employs certified police officers on a regular basis to enforce State and local laws and the jurisdiction of the Osawatomie Police Department includes the USD 367's property; and

WHEREAS, the enforcement of State and local laws on USD 367 property is a governmental function that both the city and the USD 367 are authorized to perform individually and is thus the proper subject of Agreement; and

WHEREAS, the parties desire that the City hire a law enforcement officer whose primary responsibilities will be those of a School Resource Officer (SRO); and,

WHEREAS, it is the mutual desire of the parties to reduce to writing their agreement as to their expectation of services together with the expenses and liabilities associated with such officer;

NOW, THEREFORE, it is agreed as follows:

1. **CITY TO HIRE SCHOOL RESOURCE OFFICER:** The City hereby agrees to hire a police officer who will serve as School Resource Officer (SRO) to the USD. The School Resource Officer will all times be under the control of and be an employee of the City and not of the USD.
2. **RELATIONSHIP OF THE PARTIES:** The City and the SRO shall have the status of an independent contractor for purposes of this agreement. The SRO assigned to USD shall be considered to be an employee of the City and shall be subject to its supervision and control. The SRO will be subject to the City's Personnel Policies & Guidelines and all current procedures in effect for City police officers. Such procedures include attendance at all mandated testing and training necessary to maintain state law enforcement officer certification. The USD agrees to cooperate with the City in any administrative investigation regarding violations of such procedures by the officer assigned to the USD as SRO. This agreement is not intended to, and will not constitute, give rise to, or otherwise recognize, a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.
3. **USD APPROVAL OF SCHOOL RESOURCE OFFICER AND DUTIES:** The SRO assigned to USD as School Resource Officer must be accepted by the USD's Superintendent of Schools or designee; said acceptance may be withdrawn by the USD's Superintendent of Schools in his/her reasonable discretion at any time with written notice to City. No substitute officers may be employed under this agreement without the prior consent of USD's Superintendent of Schools or designee. Any officer serving as the SRO under this agreement must be a licensed law enforcement officer, certified by the State of Kansas.

**SCHOOL RESOURCE OFFICER AGREEMENT - Continued**

4. OFFICER'S RESPONSIBILITIES: During the regular fall and spring semester school terms, as defined by the school calendar, except during school recesses the School Resource Officer shall devote full-time activities to USD. Those duties shall be as follows, with the understanding that the USD may redefine those duties from time to time as they shall deem appropriate:
  - a. Be on duty school days during established hours as mutually agreed upon by the City and USD, and at selected athletic/extracurricular events as determined on a priority basis.
  - b. Work in concert with the school principals, meeting with the principals on a weekly or as needed basis.
  - c. Act as a communication liaison with law enforcement agencies, providing basic information concerning students on campuses served by the SRO to the extent allowable by law.
  - d. Gather information regarding potential problems including, but not limited to, criminal or gang activity.
  - e. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
  - f. Subject to the SRO's duties under the law, to advise the school principals, when practical, before effecting arrests or taking other legal action.
  - g. Follow all USD Board Policies while on duty as an SRO, subject to the SRO's duties under the law.
  - h. Attend as many extra-curricular or social activities as possible, such as sporting events and school dances, to interact with students and help maintain order.
  - i. Participate in safety and accident prevention programs as deemed necessary by the Superintendent of the USD 367.
  - j. Perform such other duties as assigned by the principals, so long as the performance of such duties are legitimately and reasonably related to the SRO Program, and are consistent with the policies and procedures of the Osawatomie Police Department.
  
5. EMERGENCY CALLS BY CITY: Notwithstanding the full-time allocation of the officers' time to the school district during the regular school term, the officer may be called out by the City to respond to emergency situations. USD will be reimbursed at the officer's hourly rate for such time the officers is responding to emergency call-outs. The City shall take every effort to ensure appropriate staffing so that such emergency calls are limited and infrequent in nature.
  
6. ACCESS TO PROPERTY AND RECORDS: While serving as an SRO, the law enforcement officer shall have access to all School District property as needed to perform duties under this Agreement, and may be assigned to the elementary, junior high and high school campuses. The SRO shall not be entitled to access student records except in accordance to State regulations. Other USD 367 records shall not be made available to the SRO with the exception of identifiers and contacts for guardians and parents as needed. Likewise the USD shall not

be entitled to law enforcement records except in accordance with the Freedom of Information Act and any other applicable State or Federal laws.

7. **DIVISION OF SALARIES AND BENEFITS EXPENSES:** In general, the parties agree that all associated salary and benefits expenses, not paid by grant funding, for the officer to be hired pursuant to the terms of this agreement will be paid by the USD through reimbursement to the City. The COPS Grant funding at provided covers 75% of salaries and benefits and 25% will be paid by the USD, through quarterly reimbursement as established by the Agreement.
8. **DIVISION OF EQUIPMENT AND OTHER OPERATING EXPENSES:** All non SRO educational supplies will be paid by the City. The Osawatomie Police Department shall provide all necessary personal law enforcement equipment to the SRO for the performance of his/her duties under this Agreement. All educational supplies will be paid by the School. Any other expenses that are unclear as to the responsible party will be determined by mutual agreement between the two parties.
9. **REIMBURSEMENT OF EXPENSES:** The USD will reimburse the City for associated salaries and benefits expenses, or other expenses which may arise from this Agreement, as established herein. Reimbursement shall be made at the end of each calendar quarter, for the expenses incurred, or expected to be incurred, for that calendar quarter. For example, the reimbursement for January 1 through March 31 expenses shall be made on March 31. Should overtime pay, or other issues, make the reimbursement inaccurate, those changes will be reconciled and the appropriate reimbursement made with 20 working days of the reimbursement date. The City will pay the School Resource Officer and will be responsible for filing all grant reimbursements and notification of required reimbursements to the USD.
10. **TERM OF AGREEMENT:** The term of this agreement shall be for a period of 4 years, subject to (a) renewal on an annual basis and the continuation thereafter and (b) continued approval and receipt of COPS Grant funding through the term of this Agreement.
11. **TERMINATION:** This agreement may be terminated without cause by either party, by giving the other party thirty (30) days notification.
12. **ANNUAL EVALUATION AND RENEWAL:** Annual Performance Evaluations for assigned SRO will be prepared by the SRO's Police Supervisor with input from school personnel. Additionally, no later than May 15<sup>th</sup> of each year, the parties will conduct an evaluation of the SRO program and determine if they desire to continue with the program for the following year. The current written agreement will continue in force, through the end of the stated term, unless one or both of the parties desire to submit changes or terminate the agreement.
13. **EXECUTION AND APPROVAL OF AGREEMENT:** The Agreement shall be in effect only upon the approval both the Governing Bodies of the USD and City, and the dates of such approval shall

**SCHOOL RESOURCE OFFICER AGREEMENT - Continued**

be commemorated by the signing and dating of this document by the designated or elected leaders of each Governing Body.

IN WITNESS WHEREOF, the parties hereto have set their hands to this agreement on the date and year first written above.

“CITY OF OSAWATOMIE, KANSAS”

\_\_\_\_\_

L. Mark Govea, Mayor

\_\_\_\_\_

Date of Approval

“USD 367”

\_\_\_\_\_

President of USD 367 BOE

\_\_\_\_\_

Date of Approval

\_\_\_\_\_

## **Memorandum of Understanding for School Resource Officer(s)**

This Memorandum of Understanding (MOU) is made and entered into by and between the Osawatomi Unified School District (USD 367) located in Miami County, Kansas and the Osawatomi Kansas Police Department, a municipal law enforcement agency.

### **Recitals**

1. The USD 367 has a need for a certified police officers to assist in the enforcement of State and local laws on school district property, especially with respect to the student population.
2. The City of Osawatomi employs certified police officers on a regular basis to enforce State and local laws and the jurisdiction of the Osawatomi Police Department includes the USD 367's property.
3. The enforcement of State and local laws on USD 367 property is a governmental function that both the city and the USD 367 are authorized to perform individually and is thus the proper subject of Agreement.

NOW, THEREFORE, the USD 367 and the Osawatomi Police Department agrees as follows:

### **I.**

### **TERMS**

1. The City offers and the USD 367 hereby accepts the services of one full-time certified police officer (School Resource Officers) to assist the School District in enforcing State and local laws on School District property for a period of four years, subject to renewal on an annual basis thereafter the term of this Agreement. A school year shall be determined by the school district's calendar and, if applicable, shall include the summer session, although the number of School Resource Officers provided during the summer may be reduced at the City's discretion.
2. The School Resource Officer shall have access to all School District property as needed to perform duties under this Agreement, and may be assigned to the elementary, junior high and high school campuses. The School Resource Officer shall be on duty school days from 7:45 a.m. until 4:00 p.m. And at selected athletic/extracurricular events as determined on a priority basis.
3. A School Resource Officer shall participate in safety and accident prevention programs as deemed necessary by the Superintendent of the USD 367.

4. The Osawatomie School District shall pay the salary and all associated benefits to the School Resource Officer that are not paid by grant funding. The Osawatomie Police Department shall provide all necessary personal law enforcement equipment to the School Resource Officer for the performance of his/her duties under this Agreement.
5. The USD 367 and the City, by mutual determination, approve the certified police officer(s) provided by the City under this Agreement and approve the duties of the police officer while serving as the School Resource Officer. The certified police officer must be licensed by the State of Kansas.
6. If the USD 367 or City subsequently revoke its approval of a certified police officer provided under this Agreement, or if a School Resource Officer is prevented from regularly providing services under this Agreement, for example, taking extended leave of absence, resigning, retiring, or becoming disabled or being terminated from employment the City may, subject to the availability of personnel, provide a substitute police officer until an Agreement is made for a replacement.
7. The School Resource Officer shall remain an employee of the City of Osawatomie and shall remain subject to all personnel policies and procedures of the City. The School Resource Officer shall also comply with the School District's policies and procedures.
8. The School Resource Officer shall not be entitled to access student records except in accordance to State regulations. Other USD 367 records shall not be made available to the School Resource Officer with the exception of identifiers and contacts for guardians and parents as needed. Likewise the USD 367 shall not be entitled to law enforcement records except in accordance with the Freedom of Information Act and any other applicable State or Federal laws.

## **II.** **Liability**

1. The City shall maintain an insurance policy or shall self-insure against any and all claims, suits, demands, losses, damages, causes of action and liability of any kind, including, but not limited to, personal injury, loss of life, or property damage arising out of the City's performance of its obligations under this Agreement. Neither the USD 367 nor the City of Osawatomie waives sovereign immunity otherwise afforded by law.
2. Any employment complaints, grievances, or claims by the School Resource Officer shall be directed to and handled by the Osawatomie Police Department.

**III.**  
**Termination**

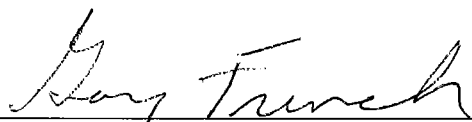
1. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

**IV.**  
**General Provisions**

1. This Agreement contains all of the Agreements made by and between the parties and supersede any prior written or oral Agreements relating to this subject. Any modifications to this Agreement shall be in writing and signed by both parties.
2. This Agreement is fully performable in Miami County, Kansas and shall be construed in accordance with the laws of the State of Kansas. Citations of and references to any specific statute or administrative regulation in this Agreement includes any amendment to or successor of that statute or regulation.
3. If any of the provisions of this Agreement are held to be invalid, illegal or unenforceable for any reason, then this Agreement shall be construed as if those provisions had never been contained in this Agreement.
4. Upon approval of both parties, this Agreement may be renewed for successive terms.
5. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of whom shall be deemed an original for all purposes.
6. This Agreement shall be effective at the time of the award of grant funding. Subsequent renewals shall occur annually from the date of that award.

**Executed this          day of                                  , 2014**

Osawatomie School District USD 367  
1200 Trojan Drive  
Osawatomie, Ks 66064



Gary French  
Superintendent of Schools

City of Osawatomie  
509 5<sup>th</sup> Street  
Osawatomie, Ks 66064



Mike Stiles  
Police Chief





## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** December 18, 2014

**AGENDA ITEM:** **New Personnel Policies & Guidelines**

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** At the October 23, 2014 meeting, I provided you with a copy of our internal review and overhaul of our personnel regulations. A committee made up of various staff members, and led by Andy Haney, underwent this major review to the Personnel Policies which were last updated in 2010. We reviewed the changes at the October 23<sup>rd</sup> meeting, and I believe we now have a final draft of this document.

### Previously Reviewed Changes

**Non-Discrimination.** We have made updates and expanded language related to non-discrimination throughout the document to better comply with changes in federal and state regulations (ADA compliance, Veterans' preference, FMLA among others).

**Harassment/Violence.** These regulations update the harassment policy (Ch. 4) beyond sexual harassment and incorporates language related to workplace violence (Ch. 5). Non-sexual harassment and workplace violence have been a major issues in the past decade and we now have language that more definitively addresses these issues. We have also updated our regulations to fit within the current state laws for open and concealed carry.

**General Employment Policies.** This is one area where we have included much more detail than previously existed. Some of the issues that we changed were tobacco use (including chewing), a general dress code, public relations and verbal abuse, nepotism and fraternization. We have also added or expanded sections on ethics, political activity, and outside employment.

Probably the most difficult issue to tackle was the residency requirement. We are constantly battling the desire for employees to live in our town and balance it with the need for attracting

the best and brightest to our workforce. Employees are especially frustrated that the lines have not been very clear. We have proposed a policy which we hope will open the doors wide enough to attract the best workforce. We will encourage our employees to live in Osawatomie, but we also realize that family concerns, spousal employment, and the lack of adequate housing are all barriers to this goal.

Another difficult issue was nepotism and how to separate work and family in a small community. We came to a definition of what would be considered nepotism, and includes the supervision element that is considered to most make nepotism undesirable. (p. 24) Although there are still future issues with promotion, we believe we struck a balance that works for our City.

**Deferred Compensation.** The previous City Manager had established a policy by memorandum for the City to match employee contributions at the rate of twenty-five percent, up to a total of one and one-half percent of the employee's annual salary. This is program that has not been well utilized and would be a good benefit to our employees. The policy was not in our written regulations, so we have formalized it as a benefit. We will also need to make sure we are budgeting for this should employees take advantage of it (p. 50)

**Holidays.** The proposed regulations updates the list of holidays, eliminating the Employee's Birthday, and replaces the Employee's Birthday (holiday) with a Personal Leave day. (Ch. 12) The regulations also add a "floating holiday" to be designated by the City Manager (p. 53). This provides for flexibility in scheduling days the City will "be closed for business" around other holidays/events, such as Christmas.

**Employee Assistance Program.** We currently are evaluating the possibility and cost effectiveness of an Employee Assistance Program. Currently that language is still in this document and a recommendation is not yet being made on this topic (Ch. 14).

**Use of Technology.** We have added a section related solely to the use of technology to reflect current issues (Ch. 15). Our current regulations had little to say on this topic.

**Hours Worked.** We are proposing a rather significant change which will allow and employee to count vacation, sick and holiday time towards hours worked in a pay period. This has been a rather sticky issue for a few employees that get called out on a regular basis and then are not paid overtime for that work. We have concerns about the impact of this change on the budget, but after discussing with supervisors and staff, we believe the change can still be managed by our supervisors to control overtime spending (Ch. 10).

**Longevity Pay.** We are recommending a change to our longevity pay which provides smaller increases each year instead of lump sum increases every 5 years (p.45). The employees will see a little bit of an increase and the City will be able to more accurately track it. We are also recommending moving the payment to the last payment in November, so that employees can have the bump for their Christmas.

**Vacation Pay.** The issue of vacation pay accrual limits was another issue that was debated at length in our discussions. We are recommending a change to our vacation pay accrual to hopefully fix an issue which employees have complained about since we starting enforcing our current regulations last year. Employees will be required to get down to a cap on vacation hours or lose them by the end of the year. Currently employees have a cap that they have to be under at all times. This is probably a negligible impact, but I believe it will put more responsibility on supervisors to make sure their staff aren't all trying to burn hours at the end of the year.

### **New Proposed Changes**

We made some additional substantive changes to the draft you received in October. These changes were made by me with input from my management team. Last week I provided these additional changes to all the members of the committee and asked for feedback. I didn't receive any, other than positive comments from the management team. These following are those substantive changes.

**Vacation Earning Rate.** We are recommending elimination of the top tier of vacation earning, so that we cap out at 12 hours per month, or 18 hours a year. Many businesses stop at 3 weeks (15 days), so I feel we are being more than fair. It also eliminates some of our problem with people not being able to use all of their vacation. (p. 54)

**One-Time Performance or Merit Pay.** We expanded on the Merit Pay section in the regulations and provided that any one-time bonus provided by the City Manager must be specifically reported to the City Council.

**Call Out Pay Minimum.** We are recommending call out pay be reduced to a minimum of 2 hours from the current 2.5 hours. I did an email survey of other cities (at least 20 responded) and the vast majority were at 2 hours (but none over). We think we need to be back at a reasonable number. That should be offset by the change we made in overtime (which greatly expanded the definition of hours worked) which will better compensate our staff when they do put in extra hours. Also, I am looking at getting to some standby pay for our Public Works &

Utilities Department to cover water main breaks and plant call outs. That should provide more fair compensation for those that are called out.

**Personal Day.** We changed the requirements on getting a personal day (previously the employee's birthday) during the first year of employment, which would require a person be on staff before April 1st. In our original draft we had the date around September 1, which was too generous. I think that April 1 is also being generous, since most places won't allow anyone to take a personal day during their first 12 months.

**Gratuities and Gifts.** We have tightened up the gratuities and gifts language and put a cap on for a single item instead of an aggregate amount. My preference would be to eliminate all gifts and meals, other than advertising items like pens and calendars, but I know that it creates some issues where meals and working lunches are concerned. I am open to tightening this provision at a later date.

**Retirees on Health Plan.** We added language for retirees to stay on our health plan, at their cost, after retirement. This is a state law and needed to be incorporated into our regulations. We went a little further than required to help provide for spouses that are dependent on a retired employee's health insurance policy.

**Medicare Flexibility.** We added language to help provide for any employee that might want to continue to work past the age of Medicare eligibility and move to that plan instead of a full health care plan. This should be a win-win scenario for the City and employee, but health care regulations may disallow us to make such an arrangement in the future.

**Reinstatement.** We believe that employees should not have to start over with their service credits if they come back to the City. Things like vacation accrual rates and longevity pay, should pick up where they left off, if they were a good enough employee to hire back. I think this will provide us some edge in getting back good employees when the opportunity arises.

**Sick Leave Donation.** We have formalized the sick leave donation policy to make sure that we have the flexibility to provide it, but also have some limits on it to make sure it isn't abused and that employees are coerced into giving it.

**COUNCIL ACTION NEEDED:** Review, discuss and consider adoption.

**STAFF RECOMMENDATION TO COUNCIL:** Adopt the document as presented, subject to any technical or non-substantive changes.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY OF OSAWATOMIE,  
KANSAS AUTHORIZING UNIFORM PERSONNEL  
POLICIES & GUIDELINES FOR THE CITY OF  
OSAWATOMIE.**

**WHEREAS**, the Governing Body approved Resolution No. 583 which adopted the current Personnel Policies & Guidelines in 2007 ; and

**WHEREAS**, the Governing Body wishes to repeal and replace said Personnel Policies & Guidelines as adopted April 12, 2007 and subsequently amended by Resolution No. 628.

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

**SECTION ONE:** The Governing Body amends the City of Osawatome Personnel Rules and Regulations by eliminating in their entirety, the Personnel Rules and Regulations adopted in 2007.

**SECTION TWO:** The Governing Body hereby adopts the “Uniform Personnel Policies & Guidelines for the City of Osawatome” attached hereto as Exhibit A.

**SECTION THREE:** This Resolution shall be in full force and effect from and after its adoption.

**PASSED AND APPROVED** by the Governing Body of the City of Osawatome, Kansas this 18<sup>th</sup> day of April, 2014, a majority being in favor thereof.

**APPROVED AND SIGNED** by the Mayor.

---

L. Mark Govea, Mayor

(SEAL)

ATTEST:

---

Ann Elmquist, City Clerk

# Uniform Personnel Policies & Guidelines for the City of Osawatomie



Effective January 1, 2015  
Adopted December 18, 2014 by Resolution \_\_\_\_



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## **Chapter 1: Introduction**

### **I. Purpose**

- a) The purpose of the Personnel Policies and Guidelines (“Policies and Guidelines”) is to promote cooperation, efficiency and unity in public service by clearly communicating the personnel policies, rules, regulations, and procedures applicable to City of Osawatomie employees.
- b) The objectives of these policies, rules, regulations and procedures are to:
  - Maximize efficiency and economy in the services provided by the City of Osawatomie;
  - Develop and maintain programs for recruitment and advancement predicated on merit and ability; making the City of Osawatomie an attractive employer and encouraging each employee to render the best possible services to the citizens of Osawatomie;
  - Provide a fair and equal opportunity to all qualified persons to enter City employment on the basis of merit and ability as determined through impartial and job related requirements, tests and interviews;
  - Establish and promote high morale among City employees by providing a foundation for good working relationships, equal opportunities for advancement and benefits, and consideration of employees’ needs.
- c) The Policies and Guidelines are presented for informational and guidance purposes only. The Policies and Guidelines apply to all City employees and supersedes or replaces any prior City personnel policy manuals and memoranda which were issued on subjects covered in this Policies and Guidelines. The Policies and Guidelines do not apply to the contract legal employees or Governing Body. The City reserves the right, in its sole discretion, to alter, amend, delete, supplement or change, at any time and without advance notice, any of its policies, including those covered in this manual. New or revised policies shall be effective on dates determined by the City and shall remain in effect until the City gives notice to the contrary. The City shall notify employees of any revisions to the Policies and Guidelines or its policies. Amended, superseded or deleted policies shall not be relied upon.
- d) All employees who are not employed pursuant to a written contract that prescribes the term of employment or circumstances under which employment may be terminated are “at-will” employees. Neither the Policies and Guidelines nor any City employment policy is intended to constitute a contract of employment, either express or implied, between any employee and the City, and it should not be interpreted or construed as an employment contract between any employee and the City.
- e) Some of the subjects described herein, such as Group Insurance Plans, are covered in detail in official policy documents. Employees should refer to these documents for specific information, since this Manual only briefly summarizes those benefits. Please note that the terms of the written insurance policy are controlling.

## **II. Scope**

Except as otherwise provided herein, all employees shall be subject to the policies, rules, regulations and other provisions of the Policies and Guidelines, as they may from time to time be amended. Violation of the policies and guidelines herein is cause for disciplinary action up to and including termination of employment. The scope of the Policies and Guidelines is not intended to expand any legal requirement, statute or regulation that applies to the City or its employees.

## **III. Administrative Responsibility**

- a) The policies, rules, regulations and procedures contained in the Policies and Guidelines shall be administered and enforced by the Human Resources Officer, department directors and supervisors, and the City Manager.
- b) With approval of the City Manager, the Human Resources Officer shall periodically amend or supplement provisions in the Policies and Guidelines as required by law. Changes that are purely informational in character may be approved by the City Manager. The City Manager may make interpretations of provisions in the policies and guidelines to adequately address emergency situations or unforeseen issues. All such interpretations shall be followed by a report to the City Council with recommendations for Council approval of any resulting changes to the Policies and Guidelines.
- c) All substantive changes to the Policies and Guidelines must be approved by the City Council before becoming effective.
- d) All employees will be informed of such amendments and supplements, and a copy will be made available to them.

## **IV. Departmental Regulations**

- a) The director of each department may implement such written administrative regulations as are necessary, reasonable or convenient for the conduct of the department. Written administrative regulations must be submitted to and approved by the City Manager. Current departmental regulations shall at all times be on file with the Human Resources Officer and in the department for review and use by department personnel.
- b) Nothing in this section shall be construed as granting any department authority to adopt regulations in violation of, or in conflict with, regulations approved and adopted by the City Council or established by the City Manager.

## **Chapter 2: Definitions**

*The following definitions are utilized for the purpose of clarifying the personnel policies and guidelines within this Manual and are not intended for any other purpose.*

“At-will employee” means an employee who is not employed pursuant to a written contract that prescribes the term of employment or circumstances under which employment may be terminated. The employment of at-will employees may be terminated at any time, with or without advance notice.

“Business Day” means the established time for each Department’s operating day, Monday thru Friday, excluding vacations and holidays observed by the City. City Hall hours are 8:00 am to 5:00 pm daily, with public doors closing at 4:30 pm.

“Child” means an employee’s biological, adopted or foster child, step-child, legal ward, and any person who is under eighteen (18) years of age for whom the employee is legally and financially responsible pursuant to the United States Internal Revenue Code.

“City” means the City of Osawatomie, Kansas.

“Compensation” means pay and other benefits due an employee for performance of assigned duties.

“Computer Equipment” means computers or computer output devices to include printers, plotters, communication devices, display terminals, personal computers, servers, switches.

“Computer Technology” means any and all electronic media and services, including computers, software, e-mail, telephones, mobile phones, tablet computers, voicemail, facsimile machines, online services, internet and the worldwide web, provided to employees by the City.

“Department” means an operational division of the City of Osawatomie organization, as designated by the City Manager, whose director is most often directly supervised by the City Manager.

“Department Director” means a director, administrator or other officer, regardless of title, who is in charge of one or more departments and is appointed by, and serves at the pleasure of, the City Manager.

“Division” means an operational sub-division of a Department of the City of Osawatomie, under the direct supervision of a Department Director, but may also include a small office or program whose director is directly supervised by the City Manager.

“Download” means the transfer of a copy of machine-readable data from one originating computer to another.

“Emergency” means a sudden and unforeseen happening that requires the unscheduled services of an employee to protect the health, welfare and safety of the community or to carry out the responsibilities of the department.

“Hire date” means the day an employee begins employment with the City of Osawatomie.

“Job Family” means jobs within the same department that have a natural progression or linkage for promotional purposes.

“Licensing” means a requirement that computer software or other programs be used only with the permission of and subject to the restrictions, including restrictions on the number of users, imposed by the owner of the software or program.

“Parent” means an employee’s biological or adoptive mother or father, step-mother or step-father.

“Password” means a secure combination of characters entered by a person and used by the computer to verify authorized access to computer functions.

“Pay Plan” means the pay matrix, including minimum and maximum rates of pay for all authorized positions, as approved from time to time by the City Council.

“Pay Plan Adjustment” means an increase or decrease in minimum or maximum pay for a position, as established by the pay plan.

“Personnel File” means the official file of each employee maintained by the Human Resources Officer. All records, reports and other material contained in the personnel file are, and shall remain, the exclusive property of the City.

“Public Safety Employee” means a certified law enforcement officer or a firefighter, regardless of rank.

“Sibling” means an employee’s biological or adoptive brother or sister, or step-brother, step-sister.

“Software” means a stored sequence of machine-readable instructions that cause a machine to perform calculations or functions. Software may be purchased or created in-house.

“Spouse” means a person construed as such under Kansas law, including husband, wife or domestic partner, provided the term shall not include a common law spouse unless there is a notarized affidavit of the employee attesting to such status on file with the Human Resources Officer.

“Transportation Safety Sensitive Position” means a position that requires the employee to possess a valid commercial driver’s license.

### **Chapter 3: Equal Employment Opportunity Practices and Procedures**

#### **I. Nature of Employment**

- a) It is our sincere desire that each employee is successful in his or her position with the City. However, the employment of at will employees may be terminated at any time, with or without cause or reason and with or without advance notice, either by the employee or the City.
- b) The policies set forth in these Policies and Guidelines are not intended to create a contract of employment, either express or implied, between City employees and the City. No supervisor, director, manager, official, agent or employee of the City has authority to represent that these Policies and Guidelines, or the City's policies, establish an employment contract between the City and its employees.

#### **II. Equal Employment Opportunity**

- a) Equal employment opportunity has been, and will continue to be, a fundamental principle of the City, where employment is based upon personal capabilities and qualifications without discrimination based on race, color, religion, gender, age, national origin, sexual orientation, marital status, status as a qualified individual with a disability, veteran's status, military status or any other protected characteristic as established by law.
- b) This policy of equal employment opportunity applies to all policies and guidelines relating to recruitment and hiring, compensation, promotion, transfer, discipline, termination and all other terms and conditions of employment.
- c) The City has established reporting and monitoring procedures to guard against employment related discrimination. Any questions or concerns should be directed to the City Manager, Human Resources Officer or department directors. Appropriate disciplinary action will be taken against any employee who engages in any form of discrimination based on the foregoing characteristics.

#### **III. Immigration Law Compliance**

- a) The City is committed to employing only individuals who are authorized to work in the United States. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of continued employment, must complete the Employment Eligibility Verification Form I-9 and, within three days of the date on which the employee commences work, present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed a Form I-9 with the City within the past three years or if their previous Form I-9 has not been retained or is, for any other reason, no longer valid.



- b) Continued employment with the City is contingent upon presentation of documentation which establishes that the employee is currently eligible for employment in the United States.

#### **IV. Americans with Disabilities**

- a) The City is committed to the recruitment, employment and promotion of the most qualified individuals. It is our policy to provide equal employment opportunity for persons with disabilities in full compliance with state, local and federal laws such as the Americans with Disabilities Act (“ADA”). The City does not discriminate against qualified job applicants and employees with known physical or mental disabilities in any employment practice, including but not limited to, recruitment, hiring, education, training, promotion, compensation, participation in social or recreational functions, use of City facilities, transfer, discipline, layoff, recall and termination.
- b) Pursuant to the ADA and the Kansas Act Against Discrimination, the City will provide qualified individuals with known disabilities reasonable accommodations to assist them in performing the essential functions of their job. However, where an accommodation would produce an undue hardship on the City or present a health or safety risk, the requested accommodation shall be deemed unreasonable and denied.
- c) Requests for specific accommodations are encouraged and should be made to a supervisor or the Human Resources Officer.
- d) Any questions regarding this policy should be submitted to the Human Resources Officer.

#### **V. Veterans Preference**

- a) In accordance with K.S.A. 73-201, the City of Osawatomie offers veterans preference in the initial hiring and first promotion of veterans in classified positions if competent to perform those positions. Veteran’s preference will not be given to positions filled by elections, or for City Manager, city management or department heads, temporary or seasonal positions, or for any other position exempted from the preference by state law. The veteran’s preference afforded by the City of Osawatomie guarantees an interview with the hiring authority, if the applicant meets the requirements for the position; and that, in circumstances where two applicants are competent and equally qualified in all aspects for a position, the qualified veteran applicant will be awarded the position.
- b) A veteran must request the preference by submitting the Veteran’s Preference Request form and supporting documentation within 5 days of submitting his or her Employment Application online. The form and documentation must be turned into the Human Resources Officer when applying for an open position. In determining competency to perform the position, the hiring authority will make a good faith determination that the person is likely to successfully meet the performance standards of the position based on

what a reasonable person knowledgeable in the operation of the position would conclude from all information available at the time the decision is made. The basis for such determination shall include experience, training, education, licensure, certification and/or other factors deemed appropriate to determine overall qualification and ability to successfully meet the performance standards of the position. The Human Resources Officer or a designee shall designate such factors prior to the initiation of the selection process. Any veteran qualifying for the preference shall not be disqualified from holding any position in such service on account of age or by reason of any physical or mental disability, as long as age or disability does not render the veteran incompetent to perform the duties of the position in which he or she applied.

- c) In the event a veteran eligible for the preference is not hired for the position, the Human Resources Officer or a designee shall notify the veteran by certified mail or personal service within thirty (30) days of filling the position. If a veteran believes that the City has not provided the veteran's preference as required by law, he or she may submit a written appeal to the City Manager. The appeal must be submitted to the City Manager within ten (10) days of receiving the written notification. Upon receipt of the written appeal, the City Manager will review the appeal. Within five (5) days of receipt of the written appeal, the City Manager will submit a written determination to the veteran.

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## **Chapter 4: Non-Harassment Policy**

### **I. Purpose**

All City employees have the right to work in an environment free from all forms of harassment, including harassment based on race, color, religion, gender, age, national origin, sexual orientation, marital status, disability, military or veteran's status, or any other non-job related personal characteristic, whether or not protected by state, local or federal law. The purpose of this policy is to prevent and redress harassment in the workplace.

### **II. Harassment Defined**

Harassment is verbal, written or physical conduct which degrades or displays hostility or hatred toward others based on their race, color, religion, gender, national origin, sexual orientation, marital status, age, disability, military or veteran's status, ancestry, or any other non-job related personal characteristic, whether or not protected by state, local or federal law, and which creates an intimidating, hostile or offensive working environment, unreasonably interferes with an individual's work performance or otherwise adversely affects an individual's employment opportunities.

### **III. Harassment Prohibited**

Harassment of any kind is expressly prohibited and shall not be tolerated. Any employee who engages in harassing conduct shall be subject to discipline, up to and including termination. Any employee who has reason to know of an incident of harassment shall immediately report the incident of harassment as outlined in the Harassment Complaint Procedure below. The City does not retaliate against, and does not tolerate retaliation against, those who report harassment in good faith or those who cooperate with harassment investigations.

### **IV. Harassing Conduct**

Generally speaking, harassing conduct includes, but is not limited to, the following acts or conduct when those acts or conduct relate to race, color, religion, gender, national origin, sexual orientation, marital status, age, disability, military or veteran's status, ancestry, or any other non-job related personal characteristic, whether or not protected by state, local or federal law:

- Epithets;
- Slurs;
- Negative stereotyping;
- Threats; and

- Written or graphic material that degrades or displays hostility or hatred toward an individual or group based on race, color, religion, gender, national origin, age, disability or other protected characteristic, when such material is distributed or circulated in the workplace or placed on walls, on bulletin boards or elsewhere on the premises of the City.

## **V. Sexual Harassment**

- a) Sexual harassment, like all other forms of harassment, is expressly prohibited. The City defines sexual harassment as unwelcome sexual advances, requests for sexual favors and all other verbal, visual, physical or written conduct of a sexual nature. Sexual harassment also includes, but is not limited to, the following acts, whether committed by City supervisors, employees, agents, vendors, citizens or visitors:
- Unwelcome flirtations;
  - Unwelcome sexual advances or propositions;
  - Verbal harassment or abuse of a sexual nature;
  - Subtle pressure or requests for sexual activities;
  - Unnecessary or undesired touching of an individual;
  - Graphic or vulgar commentary about a person's physical appearance, body or clothing;
  - Sexually degrading language used to describe a person;
  - Displays in the workplace or on the premises of the City of sexually suggestive materials, including objects or pictures;
  - Sexually explicit or offensive jokes, whether written or spoken;
  - Leering, whistling and obscene gestures;
  - Demands for sexual favors, including demands accompanied by express or implied promises or threats concerning an individual's employment status;
  - Conditioning any term or benefit of employment upon sexual favors; or
  - Any other conduct based on gender that unreasonably interferes with an employee's performance of his or her job, which creates an intimidating, hostile or offensive working environment or otherwise adversely affects an individual's employment opportunities.
- b) Sexual harassment occurs when the conduct described above may:
- Be construed as being a term or condition of an individual's employment;
  - Be used as a basis for making employment decisions affecting an employee or applicant, depending upon the employee's or applicant's submission to, or rejection of, improper conduct of a sexual nature; or

- In purpose or effect, substantially interfere with an employee's work performance or create an intimidating, hostile or offensive working environment.
- c) Employees should report all instances of sexual harassment by non-employees. These reports are to be made in the same way as other reports of harassment.

## **VI. Complaint Procedure**

- a) If an employee experiences or witnesses any incident of harassment or discrimination, he or she shall immediately report the incident to his or her department director, the City Manager, or Human Resources Officer. The employee should immediately discuss the incident with the individual listed above with whom he or she feels most comfortable. The most important aspect of the Harassment Complaint Procedure is that the incident is immediately reported, investigated and addressed.
- b) When a harassment or discrimination complaint is reported by an employee pursuant to section a, the person receiving the complaint shall record the following information in writing:
- Name, department and position title of employee alleging harassment;
  - The name of the person/persons who the employee believes committed the harassment;
  - Date(s) and approximate time(s) of the harassment;
  - The specific nature of the harassment; its duration; and any employment action (for example: demotion, failure to promote, promotion, dismissal, refusal to hire, transfer, etc.) taken against the employee, or which benefited the employee, as a result of the harassment or any other threats made against the employee as a part of, or as a result of, the harassment; and
  - The names of any and all witnesses to the harassment.
- c) All harassment complaints will be investigated by the Human Resources Officer or an outside investigator as deemed appropriate by the City Attorney or City Manager. The Human Resources Officer may be contacted at 755-2146.
- d) Any employee found to have engaged in harassing conduct shall be subject to discipline, up to and including termination.

## **VII. Records of Harassment Complaints**

- a) All records concerning harassment complaints shall be kept confidential to the extent possible and maintained in a separate file. Approval for individuals to view the record of a harassment complaint and investigation file shall be given only when required by law or when the City Manager deems in his or her own judgment that the disclosure of the requested record is necessary.

**VIII. Retaliation Protection**

- a) Adverse treatment of employees who have reported harassment or provided information related to such complaints is prohibited. The City will take all necessary measures to ensure that retaliation does not occur. Employment decisions affecting an employee who has filed a harassment complaint shall not be made for the purpose of retaliation.

## **Chapter 5: Workplace Violence Policy**

### **I. Workplace Violence Prohibited**

- a) Acts or threats of physical violence which involve or affect the City or which occur on any City property will not be tolerated.
- b) “Violence” includes, but is not limited to, physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. It is the intent of this policy to ensure that everyone associated with the City, including employees and citizens, never feels threatened by any employee’s actions or conduct.
- c) Acts, threats or conduct involving violence include conduct which is sufficiently severe, offensive or intimidating to alter the employment conditions at the City or to create a hostile, abusive or intimidating work environment for one or more employees.
- d) The City prohibits threats and acts of violence against all persons involved in the City’s operation, including, but not limited to, employees, contractors, temporary workers, customers, citizens and anyone else on City property. Violations of this policy by any individual on City property will lead to disciplinary action, up to and including termination and legal action as appropriate.
- e) Every employee is required to report incidents, threats or acts of physical violence to his or her department director, the City Manager, or Human Resources immediately.

### **II. Weapons**

- a) The City prohibits all persons who enter City property from carrying a handgun, firearm, knife with blade in excess of four (4) inches in length, or other prohibited weapon of any kind, regardless of whether the person is licensed to carry the weapon or not. Any employee disregarding this policy will be subject to immediate termination and possible prosecution by the City.
- b) The only exception to this policy will be police officers, security guards or other persons who have been given consent by the City Manager to carry a weapon on the property.
- c) Nothing in this policy shall be construed to create any duty or obligation on the part of the City to take any actions beyond those required of an employer by existing law.



### **III. Emergency Procedures**

- a) All incidents of workplace violence in which (1) a weapon is displayed or used or (2) any person is injured must be immediately reported to a law enforcement agency by calling 911 and to a supervisor and department director.
- b) When it is inappropriate to refer an incident to the Police Department, the Human Resources Officer will evaluate the incident and determine whether to conduct an investigation. If an investigation is directed, the Human Resources Officer will coordinate the investigation process and will notify the City Manager of the findings.

## **Chapter 6: General Employment Policies**

### **I. Appearance**

The appearance of employees at work influences the public's perception of the City's competence and professionalism. Employees shall maintain a neat, well-groomed personal appearance consistent with their positions and responsibilities. Each department will be responsible for the creation of a specific dress code, subject to the approval of the City Manager. If a department does not have a specific policy, then they shall follow under the general dress code policy. Employees should consult their supervisors if they have questions as to what constitutes appropriate clothing and appearance for their positions.

- a) **General Dress Code:** Listed below is a general overview of acceptable business casual attire as well as a listing of some of the more common items that are not appropriate for our work environment. Neither listing is intended to be all inclusive. Rather, these items should help set the general parameters for proper business/casual attire wear and allow you to make intelligent judgments about items that are not specifically addressed.
  - **Men:** Slacks or casual pants, polo shirts with collars, oxford button-down shirts, knit shirts, Henley, sweaters and cardigans, city logo shirts, shoes. When working outside of public buildings, employees may wear jeans and shall wear appropriate safety footwear for the duration of the day.
  - **Women:** Slacks, capris, casual pants, dresses, suits, skirts, knee length dress shorts, skorts, culottes, blouses/tops, shoes, sandals, boots. When working outside of public buildings, employees may wear jeans and shall wear appropriate safety footwear for the duration of the day.
- b) **Unacceptable Attire:** Wrinkled, stained or dirty clothing; ripped jeans and “distressed clothes”; sweats or workout clothes; tennis shoes; beach wear to include flip flops; slogans or pictures on t-shirts/tops containing nudity or foul language; lingerie/pajamas as outerwear; off-the-shoulder tops; biker shorts, plain or pocket t-shirts (other than City of Osawatomie T's); provocative attire, cocktail/evening wear, tops with spaghetti straps, tank tops, crop tops, tube tops, clothes made of see-through materials, an observable lack of underwear, and clothes that expose areas of the body usually covered in the workplace that may be deemed sexually offensive.
- c) **Casual Friday:** Employees may wear casual clothing on Fridays, or other special days designated by the City Manager, unless attending public meetings or events which require business attire. Such clothing may include blue jeans and sports team/university names of local interest, and tennis shoes in good condition.
- d) A department head may allow administrative employees to wear casual clothes when employee is performing “field” functions or due to extreme weather conditions.

- e) Supervisors or department managers are responsible for adherence to this policy. If the supervisor or department manager feels that an employee's personal appearance is inappropriate, the employee may be asked to leave the workplace and return properly dressed or groomed. Under such circumstance, the employee will not be compensated for the time away from work.
- f) Disregarding or failing to comply with this standard of dress code could lead to disciplinary action, up to and including termination of employment. Employees should consult their supervisor or the Human Resources Officer if you have questions as to what constitutes appropriate appearance.

## II. Tobacco Use

- a) In the interest of providing a safe and healthy environment for employees and the general public, use of any tobacco product in any City building, shop, vehicle, equipment or any indoor or enclosed area is prohibited. This ban includes, but is not limited to, smoking tobacco, use of electronic cigarettes, chewing or "dipping" of any tobacco product.
- b) Employees will be allowed to take breaks to use tobacco products at the discretion of their supervisors or department directors. Use of these products is allowed in designated outdoor areas only; however, not within 10 (ten) feet of any entrances, exits, open windows, or ventilation system air-intake mechanisms. While using tobacco products outdoors, employees are not to foul the areas immediately adjacent to entrances to buildings with either smoke, debris or bodily fluids (i.e., "spit"). Employees are also responsible for keeping their break areas clean.
- c) Employees who fail to follow the tobacco-free workplace policy of the City will be subject to disciplinary action. No employee shall in any manner retaliate against an employee, applicant for employment or customer for reporting a violation of this policy. Violations of the policy and complaints of retaliation can be made to the supervisor, department director, or the Human Resources Officer.

## III. Public Relations

Every City employee shall strive to promote good public relations for the department and the entire municipal organization. Virtually everything City employees do has an effect, direct or indirect, on the City's image.

- a) **General Public.** Visitors at any municipal building or area of work shall be welcomed and treated in a friendly and courteous manner. All inquiries, complaints or requests for assistance shall be given prompt attention.
- b) **Release of Information.** Public statements or the release of information on all matters related to municipal policy, administration and the operation of any department shall, unless otherwise directed, be made only by the City Manager, the public information officer, and other personnel specifically authorized or approved by the City Manager.

- c) **Verbal Abuse.** Employees shall not engage in verbal abuse. Conversely, employees should be aware that they do not have to accept verbal abuse (foul language) from citizens, vendors, or others, and that employees are expected to end any such confrontation in a civil manner. Conversely, employees shall not engage in similar behaviors.
- 1) During phone communications, an employee may politely say that they are not required to listen to abusive language and if the abusive language continues, the employee may end the conversation (hang up).
  - 2) If such behavior occurs in person, the employee should immediately report the issue to supervisors. If the behavior persists, the person should be asked to leave. If they will not leave, the issue should be reported to the Police Department for resolution.

#### IV. Punctuality and Absenteeism

Except for breaks and other authorized absences, employees shall be at their assigned work stations during their regularly scheduled hours. Work schedules are established by the department director with the approval of the City Manager.

The City will try to accommodate employees whenever illness or personal emergencies cause absences or lateness. However, the City's success depends on each employee being at work each time he or she is scheduled to work. Absenteeism or tardiness places an extra burden on other employees and causes a general interruption in City services. It is every employee's responsibility to be at work on time unless prior arrangements have been made to cover the employee's scheduled shift.

If an employee is unable to work a scheduled shift, he or she is required to notify his or her supervisor at least twenty-four hours in advance except when leave is necessitated by an emergency or sudden illness in such case the employee should notify their supervisor one-half (1/2) hour prior to the beginning of their working hours. Failure to notify the supervisor of leave in advance will be considered an unexcused absence and the employee may be subject to disciplinary action up to and including termination of employment.

- a) **Unexcused Tardiness.** Unexcused tardiness is defined as late arrival to work of less than one hour, which has not been approved or excused by the supervisor. Repetitive instances of unexcused tardiness may result in disciplinary action.
- b) **Unexcused Absences.** Unexcused absence is defined as an absence from work of one hour or greater, that has not been approved or excused by the supervisor or a leave for which there is no paid leave available and unpaid leave has not been approved. Each day constitutes a separate instance. Repetitive instances of unexcused absence may result in disciplinary action:

- c) **Job Abandonment.** Any unexcused absence of three consecutive days or more shall be deemed to constitute abandonment of employment. Any employee deemed to have abandoned his or her employment shall not be eligible for re-employment by the City.

## V. Knowledge of the City Organization

All City employees should constantly strive to develop a better municipal operation. To that end, all employees shall develop a thorough knowledge of their own jobs and of the organization.

## VI. Qualifications for Employment

All applicants for any position with the City shall meet the minimum qualifications for the position as set forth in the job description. All appointments for employment are made upon merit and fitness alone. "Merit and fitness" for the purposes of this article shall be defined as: an applicant's ability to perform the essential functions of the job to which they have applied, and their ability to work well with others to promote the effective and efficient operation of the City. Appointments may also be based on the successful completion of an examination. The examination shall be related to matters, which fairly test the aptitude, capacity, and fitness of the person(s) examined. The examination procedure will be a multi-part assessment of applicant attributes which may include written, oral, physical, or performance tests, or any other selection devices. It may take into consideration such factors as education, experience, aptitude, knowledge, or any other qualifications or attributes which enter into the determination of the relative fitness of the applicant. Employees will be required to provide their phone number(s) to the City. The applicant shall also take a medical examination and other tests, including drug testing, when deemed necessary by the City.

Age, sex, or physical requirements, which constitute a bona fide occupational qualification, may be established.

## VII. Disqualification.

The City Manager may disqualify such applicant, or may remove such person already appointed, if:

- a) They do not meet the preliminary requirements established for the pertinent class.
- b) They have made a false statement of material fact in their application, or any other materials they may have submitted in support of their application.
- c) They have used or attempted to use political pressure or bribery to secure an advantage in the selection process.
- d) They have directly or indirectly obtained information regarding the examination to which as an applicant they were not entitled.

### **VIII. Residency Requirements**

The City of Osawatomie encourages all employees to make the City they work for their home. Applicants for any open position who are residents of the City of Osawatomie shall be given preference over non-residents, all other qualifications being equal. Residency requirements for City of Osawatomie employees include the following:

- a) The City Manager, Assistant City Manager, Director of Public Safety, and the Police Chief and Assistant Police Chief shall live within the city limits.
- b) Police Officers shall live within 30 road miles of the Osawatomie Police Station, as determined by the Police Chief.
- c) Certain employees of the Department of Utilities and Public Works, who collect standby pay or are subject to call out for emergencies, shall live within the Osawatomie School District, or an equivalent response time from another location within the area. Employees who live outside of the Osawatomie School District and wish to participate in these positions shall submit a request for consideration of their response time/distance.
- d) Each department within the City maintains the right to establish emergency response times for certain positions that may be more stringent than this established minimum.
- e) Any City employee whose primary residency does not meet the criteria for the current position as set out above, as of January 1, 2015, is “grandfathered” at their existing residential address and not subject to this section, unless: (1) a previous requirement to relocate to the City already exists as a condition of employment; or (2) upon promotion or transfer to a new position has residency requirements as set forth in subsections a through d above.

### **IX. Nepotism**

- a) Except as otherwise provided herein:
  - No person shall be or remain employed in a department if any employee in such person’s supervisory chain is a member of such person’s immediate family; and
  - No person shall be considered for employment in any division if a member of such person’s immediate family is employed within such division. For this section, immediate family is defined as: spouse, parent, child, sibling, stepchild, grandchild, father-in-law, mother-in-law, son-in-law, or daughter-in-law.
- b) If two employees within the same department supervisory chain marry or otherwise become members of each other’s immediate families while employed by the City, an attempt will be made to transfer one such employee to another department. If no opening exists or neither employee is qualified for available openings, the employment of one of the employees will be terminated upon 60-days’ notice. The City Manager will determine which employee will be terminated based on the best interests of the City.

## **X. Fraternalization**

- a) While the City encourages amicable relationships between supervisors and their subordinates, it recognizes that involvement in a romantic relationship may compromise a supervisory employee's ability to perform his or her job. Any involvement of a romantic nature between a supervisor and anyone he or she directly or indirectly supervises is prohibited.
- b) If two employees are engaged in an exclusive romantic relationship, both employees should notify their supervisor so that the Human Resources Officer and the City Manager can be notified. The reason for this notification is to allow the appropriate managers so that potential conflicts of interest and other possible conflicts can be managed. Continuance or termination of the relationship which creates office disruption, inappropriate behavior, or other employment related problems, will be cause for disciplinary action, up to and including termination of employment.
- c) Violations of this policy should be reported to the appropriate Department Directors or Human Resources Officer. Any violation of this policy will be cause for disciplinary action, up to and including termination of employment.

## **XI. Outside Employment**

- a) An employees may be employed by another employer if: (1) there is no conflict with assigned City work hours; (2) the employee's efficiency is not adversely affected; (3) there is no conflict with the interests of the City; and (4) the employment is approved by the department director and the City Manager, with documentation placed in the employee's personnel file.
- b) A request to perform outside employment must be renewed and re-authorized by the department director if a substantial change in either the employee's duties or the outside employment occurs or a conflict develops. The employee shall advise the department director of the nature of the outside employment, the hours involved and any other appropriate information. Whenever extra duty or stand-by for City employment is necessary, such status shall take precedence over outside employment.
- c) In the event outside employment interferes with the employee's City job, the department director will request that the employee take whatever action necessary to eliminate further interference. Recurrence of the problem is cause for disciplinary action. No City employee shall use the power, prestige, or influence of his or her position with the City to obtain outside employment or personal advantage.
- d) Any City employee holding outside employment, as of January 1, 2015, is "grandfathered", but shall submit an appropriate request for approval in order to update the appropriate personnel files.

## **XII. Dual Employment**

Unless specifically approved in writing by the City Manager, no person shall hold more than one position as a City employee.

## **XIII. Political Activity.**

It is the right of every employee to register and vote on all political issues. Employees are permitted, with supervisory permission, to leave work and vote if polls are not open for at least two hours before or after working hours. 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 where holding an appointive or elective office is incompatible with the employee's City employment.
- b) Any employee desiring to become a candidate for the City of Osawatomie governing body shall first resign their position.
- c) Political activity must not interfere with job attendance or performance. Employees are not permitted to solicit or handle political contributions in City elections. They are not permitted to wear or display political badges, buttons or signs on their person or on City property during on-duty hours.
- d) 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.
- e) 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, their positions on the basis of their political affiliations or activities.
- f) **Political Influence.** City employees, or applicants for City employment, shall not use or promise to use, directly or indirectly, any official authority or influence to secure or attempt to secure an appointment, or advantage in obtaining an appointment, to a position in the City service, an increase in compensation, a promotion, or any other employment advantage, for the purpose of influencing a vote or political or official action. They also shall not, while on duty, openly campaign for any political party or candidate or use the influence of their position with the City to promote the election thereof. All such political activity by such persons shall be limited to their personal time. Such persons shall not use City equipment, supplies or resources in their political activity.



- g) **Contributions.** City employees shall not solicit monetary contributions or donations, or make monetary contributions or donations, to any municipal political campaign or to the campaign of any candidate for municipal office.
- h) **Interest Groups.** City employees may engage in activities of civic organizations and special interest groups unless such action would create a conflict of interest relating to the employee's job. If an employee has a question as to whether his or her participation in certain interest groups creates a conflict of interest, the employee should discuss this matter with the department director or City Manager.

#### **XIV. Gratuities and Gifts**

- a) No employee shall accept a gratuity, gift or an offer of employment in connection with any decision or recommendation concerning a proposed or actual purchase on behalf of the City of Osawatomie; nor shall any employee permit any influence which could conflict with the best interest of the City, or prejudice the City's reputation. Individuals who represent the City must be beyond reproach in every business transaction and not allow themselves to be put in a position where their judgment can be influenced.
- b) In order to avoid the appearance of favoritism or bribery, City employees should not directly or indirectly solicit any gratuity or gift or accept or receive any gratuity or gift—whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form—under the following circumstances: (1) it could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or (2) the gift was intended to serve as a reward for any official action on their part.
- c) Gratuities or gifts shall not include pens, calendars, or other novelty items used as advertising, or meals or other events attended for the purpose of conducting or discussing official business, except the aggregate of any such items should not have a value in excess of \$30 and must legitimately be related to City business.
- d) This policy is not intended to isolate members from normal social practices where gifts among friends, associates, and relatives are appropriate for certain occasions.

#### **XV. Personal Property**

Personal belongings brought onto the City of Osawatomie's premises are the employee's responsibility, and must be appropriate and must not be obscene or offensive to other employees or to the public we serve. While the City does all it can to protect the property of employees, it cannot be held responsible for the loss or theft of personal belongings. Employees who find property missing or damaged are encouraged to report it to their supervisor immediately and to law enforcement if appropriate.

- a) In accordance with applicable laws, City management may search, review or inspect any of the following, without prior notice:

- Any personal property brought onto City-owned or leased grounds; and
  - Any City property assigned to the employee, including City computers, including all electronic mail, internet usage logs and electronic documents.
- b) Searches of employee property will only be conducted when reasonable suspicion of violation of City or department policies or regulations is suspected.
- c) All searches must be authorized by the department director and the City Manager.

## **XVI. Use of City Vehicles**

- a) **City Vehicle Take-Home Usage.** Certain job positions allow for the personal assignment of a City vehicle, which can be driven home by the employee. As a general rule, personally assigned vehicles are to be used by employees for the sole purpose of transportation to and from work and work-related usage. Personal use of City vehicles is prohibited. Pursuant to Internal Revenue Service regulations, transportation to and from home is considered a form of compensation and non-emergency personnel must be taxed for this benefit. Employees will be taxed based on a daily commuting usage benefit for the value of not having to drive their personal vehicle to and from work. During any absence from work exceeding three days, employees assigned a vehicle for take-home usage shall park the vehicle at their place of work and ensure that keys are made available to the designated employee within their department or building unless as otherwise approved by the City Manager.
- b) **Motor Vehicle Records.** Motor vehicle records may be obtained on any employee driver prior to employment and at least once a year thereafter. A driving record that fails to meet the criteria stated below will result in a loss of the privilege of driving a City vehicle and may result in termination if driving is a necessary function of the position. Criteria that may indicate an unacceptable driving record includes, but is not limited to: (1) three or more moving violations in one year; (2) three or more accidents within one year where the employee is determined to be the primary cause of the accident; (3) conviction of driving under the influence or a similar law or (3) any combination of three or more accidents or moving violations.
- c) **Driver Guidelines and Reporting Requirements.** Failure to observe the following driver guidelines and reporting requirements may result in disciplinary action up to and including termination of employment:
- The use of City vehicles while under the influence of alcohol, drugs, or other substances which impair a motorist's abilities is strictly prohibited.
  - While driving, attention to the road and safety should always take precedence over conducting business over the phone. Cell phone use while driving a City vehicle shall be kept to a minimum and in accordance with applicable laws. Drivers should complete calls while the vehicle is parked or use the phone in a "hands free" mode via a headset or speaker. Texting while driving is prohibited.

- Only authorized persons are allowed to ride in City vehicles without the prior approval of the department director or City Manager, unless the transportation occurs as part of the City business (example: providing a tour to a prospective developer).
- Drivers are responsible for securing City vehicles assigned to them. Unless driving an emergency response vehicle, the engine must be shut off, ignition keys removed, and vehicle doors locked whenever the vehicle is left unattended.
- Any employee who has his or her driver's license revoked or suspended shall notify their supervisor immediately (next business day if not a work day) and discontinue operating any City vehicles or equipment, which require a driver's license.
- Employees must report any accident, theft or malicious damage involving a City vehicle to their supervisor and to the police department as soon as possible after the incident. Employees are expected to cooperate fully with authorities in the event of an accident. Employees must complete an Employee City Property Damage/Vehicle Accident Report and, if applicable, the Employee Report of Work Related Injury.
- Payment of speeding or parking tickets is the sole responsibility of the employee driving the vehicle. Failure to pay such tickets prior to notification to the City of Osawatomie by law enforcement agencies may result in disciplinary action up to and including termination of the employee driver.
- Employees must report any arrest and subsequent conviction for driving under the influence or a similar crime to their supervisor upon their return to duty.

## **XVII. Ethics**

- a) City employees shall conduct themselves with integrity and refrain from any activities that may raise questions as to the City's business practices, impartiality or reputation or that would otherwise cause embarrassment to the City. Employees will avoid any action, whether or not specifically prohibited in the personnel policies, which adversely affect the confidence of the public or the integrity of the City or could reasonably be expected to create an appearance of using public position for private gain or giving preferential treatment to any person or entity.
- b) Employees shall ask questions, seek guidance, and report violations of this policy to their supervisor. If for any reason this is not possible or if the employee is not comfortable discussing the ethical question or concern with his or her supervisor, the issue can be taken to a department director or the Human Resources Officer.
- d) All allegations of questionable or unethical behavior will be investigated promptly and when improper behavior is found to have occurred, appropriate action will be taken.
- d) Retaliation will not be tolerated against any employee who raises a legitimate ethics concern or raises a concern in good faith.

## **Chapter 7: General Rules of Safety**

### **I. Workplace Safety**

- a) The City is committed to the safety and health of ALL employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. The City will maintain safety and health practices consistent with the needs of the City and its citizens, employees, guests and customers. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. Compliance with these safety rules is considered a condition of employment. It is the responsibility of each employee to accept and follow established safety regulations and procedures.
- b) In addition to the safety rules provided herein, all City employees are expected to follow safety procedures as outlined in the *City of Osawatomie Employee Safety Manual*. The policies contained in the *City of Osawatomie Employee Safety Manual* are considered part of these policies and guidelines. From time to time, the City may also post notices dealing with specific safety issues. These notices may not be removed without authorization from the City. Departments may implement Separate rules related to safe operations, such as specific requirements related to work zone safety and personal protective equipment (PPE).
- e) The safety of our employees and citizens lies in each employee's ability to act correctly and responsibly. Each employee must do his or her part to maintain a safe work environment. Below are some general safety rules to assist employees in making safety a regular part of their work.
  - Keep work areas clean. Grease, debris, ice and spills must be cleaned up immediately to avoid slips and falls.
  - Never attempt to operate defective or malfunctioning equipment.
  - Never operate machinery or equipment until adequately trained in its use.
  - Horseplay on City premises, including the parking lot, whether on duty or off duty, may cause accidents and will not be permitted.
  - Compliance with all federal, state and local safety laws, as well as City regulations and policies, is required at all times.
  - Employees must be familiar with the use and location of fire extinguishers.
  - Exit doors are to be unlocked at all times during business hours.
  - Exit hallways must never be blocked during business hours.
  - If in doubt regarding the safe way to perform a task, do not proceed without consulting a supervisor. Employees will not be asked to perform any task that may be dangerous to their health, safety or security. If an employee feels a task may be dangerous, he or she should inform his or her supervisor at once.

- e) The City strongly encourages employee participation and input on health and safety matters. Employees may report potential hazards and make suggestions regarding safety without fear of retaliation. The City appreciates, encourages and expects this type of involvement. It is the responsibility of each employee to abide by the rules, regulations and guidelines set forth, and to report any potential dangers. Failure to adhere to these rules will be considered a serious infraction of safety rules, and will result in disciplinary action.

## **II. Use and Maintenance of City Equipment**

Employees are to use City equipment, facilities, and vehicles for official use only in the manner prescribed in the *City of Osawatomie Employee Safety Manual* and other safety materials. All equipment is to receive proper maintenance at intervals specified. Abuse of City equipment will lead to disciplinary action. All City property must be returned upon termination of employment with the City.

## **III. Reporting Safety Issues**

- a) All accidents, injuries, damage to City property, potential safety hazards, safety suggestions and health and safety-related issues must be reported immediately to the employee's supervisor or department director. If an employee is injured, contact outside emergency response agencies, if needed. Whether or not medical treatment is needed, a Report of Work Related Injury Report MUST be completed in case medical treatment is needed later and to ensure that any existing safety hazards are corrected.
- b) In the event of a non-employee accident, injury or damage to personal property, including vehicles and equipment, the incident must be immediately reported to the supervisor or department director and a Vehicle/Equipment Report must be completed. If an injury is sustained, offer assistance but allow the injured person to determine the assistance he or she requires, including the need for emergency response agencies. Employees should never admit fault or promise any compensation or consideration by the City. Be sure to gather all of the facts, including the name, address and phone number of the injured party, as well as the nature and time of the accident. If possible, gather the same information from any witnesses to the accident or injury. The City is not responsible for any loss, theft or damage to any vehicle or its contents, whether employee, customer or guest owned.

## **IV. Medical Procedures for Employee Injury**

- a) The City will arrange for the initial medical visit for treatment and a Supervisor may be required to accompany the employee to the initial visit.

- b) If an employee is not released for work, the employee will provide a completed Physician's Report (Worker's Compensation Injury Status Form) for each visit to the doctor until the employee receives a medical release to return to work.
- c) If an employee is released for work after the initial treatment for an injury, the employee must have the physician complete the Workers' Compensation Injury Status Form. When the employee returns this form to their supervisor the employee will be allowed to return to work. An employee cannot return to work without a medical release.

#### **V. Return to Work After Work Related Injury**

- a) It is the City's policy to aggressively return employees to work after a work related injury within the restrictions provided by the physician.
- b) Supervisors, in consultation with department directors and the Human Resources Officer, will be responsible for finding productive work that meets the restrictions for each injured employee.
- c) In the event there is no work available within the injured employee's department that meets the employee's work restrictions, work in another department of the City may be assigned. The rate of pay received by the injured employee may be adjusted based on the temporary assignment and duties performed.

#### **VI. Compensation Continuation Benefits**

- a) During the time an employee is unable to work and is authorized to be off duty due to an on-the-job injury, the employee may be paid Compensation Continuation Benefits, an amount equal to the difference between the employee's regular take home pay and Workers' Compensation Benefits Payment if accrued.
- b) The total amount paid to an injured employee while losing time from work, including any combination of Workers' Compensation Continuation Benefits, will not exceed the full pay which the employee would have received for such period of his/her regular hours and current rate of pay. Compensation Continuation Benefits will be charged against accrued leave benefits, i.e., sick, compensatory time, vacation and holidays.
- c) An employee who does not qualify for Compensation Continuation Benefits will only receive the weekly Workers' Compensation Payment.
- d) Compensation Continuation Benefits will automatically terminate one calendar year from the date of injury if it is available through accumulated leave. The employee and qualifying dependents remain qualified for benefit coverage through the employer's group insurance plans as long as:
  - 1. The employee is following on-the-job injury leave policies regarding documentation, communication, rehabilitation and alternate duty.

2. The employee pays their portion of the health insurance premium as well as dependent coverage.
- e) An employee who is injured after notice of retirement, or resignation, or after receiving notice that they are to be laid off or discharged will not receive and will not be eligible for Compensation Continuation Benefits beyond the date of the retirement, discharge, resignation or layoff is to be effective.

## **VII. Forfeiture of Compensation Continuation Benefits.**

An employee may forfeit all rights to initial and/or further Compensation Benefits or the rights to accrue benefits while off work due to an on-the-job injury if the employee:

- a) Fails or refuses to comply with, follow, disregard or violates the treating physician's instructions regarding treatment and/or rehabilitation of their injury. This includes the failure to keep medical appointments.
- b) Refuses to perform Alternate Duty or part-time duty when offered by the employer and which has been authorized by the treating physician; or refuses to return to duty on the designated workday after the treating physician has released them.
- c) Falsifies or misrepresents their physical condition or capacity.
- d) Fails to report as required by this policy.
- e) Has been injured as a result of the employee's willful and deliberate failure to observe safety policies, procedures or instructions as determined by the employee's Department Head.
- f) Is found to be working, in any capacity as a volunteer or otherwise, for or on behalf of himself/herself or any other person, firm, corporation or any other employer.
- g) Retires, resigns or is discharged for any reason while receiving Compensation Continuation Benefits.
- h) Is injured as the result of the employee's willful and intentional violation of any Federal, State or local law, ordinance or statute.
- i) Has their Workers' Compensation payments terminated for any reason other than a return to alternate or part-time duty.
- j) Is injured while engaged in horseplay; while under the influence of prescription, illicit, illegal or over the counter medications or drugs; in an effort by the employee to injure self, or by an act of a third person to injure for personal reasons.
- k) Fails to act in a manner consistent with being off work convalescing.

### **VIII. Replacement**

While an employee is unable to work due to an on-the-job injury a temporary employee may be hired or promoted to replace the injured employee if it is deemed necessary by the Department Director and City Manager.

### **IX. Non-Work Related Injuries/Illnesses**

Temporary restricted alternate duty work may be provided for employees receiving non-work related injuries and/or illnesses at the discretion of the City. The City will make a decision based on the individual circumstances. If temporary restricted alternate duty work is available for that particular employee in their job area, the above guidelines will apply.



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## Chapter 8: Employment Status and Records

### I. Employment Classifications

- a) All employees are classified as one of the following:
- **FULL-TIME:** Employees who work on a regular and continuing basis and who work thirty-two (32) or more hours per work week for a period of twelve months.
  - **PART-TIME:** Employees who work less than a regular full-time work week on a regular and continuing basis. Students 18 years of age and under working between academic terms shall be considered part-time employees regardless of the number of hours worked.
  - **TEMPORARY/SEASONAL:** Employees who work on a temporary or recurring basis for a specific purpose or program and whose employment is not intended or expected to exceed one thousand (1,000) hours in any calendar year. These employees are not eligible for any benefits except those required by law.
  - **ELECTED OFFICIALS:** Members of the Governing Body are not employees of the City, and the policies and guidelines do not apply to them.
  - **VOLUNTEERS** are unpaid individuals performing services for or on behalf of the City and, though not employees of the City, may be dismissed from service for dangerous or unsafe acts, omissions or for any other reason.

Employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of the City.

- b) In addition, employees are classified in one of two classifications for wage and hour purposes under state and federal law:
- **NON-EXEMPT EMPLOYEES:** Non-exempt employees are eligible to receive overtime or compensatory time as required by the Fair Labor Standards Act (FLSA). Non-exempt employees are paid on an hourly basis. Overtime pay is 1.5 times the regular rate of pay.
  - **EXEMPT EMPLOYEES:** Exempt employees are exempt from the minimum wage and overtime provisions of the federal Fair Labor Standards Act (FLSA). Exempt employees are paid a salary and are not eligible to receive overtime compensation for hours worked in excess of 40 hours in a work week. All exempt employees shall be notified at the time of hire or change in status of their exempt classification.
- c) **Probationary Period.** The probationary period is an integral part of the selection and screening process and shall be used for close observation of the work of the employee and for termination or reassignment of an employee whose work does not meet the standards for his or her position, as determined by the supervisor or department director.

Unless waived by the City Manager, all new employees and the majority of promoted, transferred and demoted employees shall serve a probationary period as follows:

- “Initial Probationary Period” means six (6) consecutive months of employment by the City, commencing on the employee’s initial hiring date or from the rehire date for employees rehired after a break in employment of more than forty-five (45) days. The initial probationary period for law enforcement employees shall be one year.
- Any probationary period may be extended up to six (6) months at the request of the department director and upon approval by the City Manager.

If the employee’s services are found unsatisfactory any time during the probationary period, the supervisor may recommend dismissal.

## **II. Performance Reviews**

- a) Employee performance evaluations shall be prepared for all employees as directed by the City Manager.
- b) Employees shall be rated:
  - 1) at the mid-point of their initial probationary period;
  - 2) at the end of their probationary period; and
  - 3) at least annually thereafter.
- c) Responsibility for Employee Performance Evaluations. The City Manager shall have the responsibility for administering the employee performance evaluation system. Each employee shall be rated by their immediate supervisor, whose rating will then be reviewed by the next higher supervisor when applicable.
- d) The performance evaluation shall be transmitted to the Human Resources Officer, with an official copy being placed in the employee’s official personnel file and a copy given to the evaluated employee.

## **III. Reinstatement**

- a) When a former employee is rehired by the City, such employee’s service date may be adjusted by the City to give him or her credit for previous service. Former employees who apply for positions with the City are not guaranteed reinstatement. Reinstatement is solely at the City’s discretion.
- c) The employee will receive credit for previous time served to determine the employee’s eligibility for vacation leave, longevity payments or other benefits which calculate the employee’s service. However, in the case where an employee retires from the City of Osawatomie or is receiving KPERS benefits which were based on previous service to the

City of Osawatomie, such previous service will not be calculated in the determination of such benefits.

- d) Retired KPERS employees which return to the City of Osawatomie to work in any capacity will be financially responsible any penalties or restrictions associated with their return to employment.
- e) If extenuating circumstances are determined to exist, the City Manager may make exceptions to the reinstatement policy.

#### IV. Personnel Records and Rules

- a) **Records.** The City keeps accurate, up-to-date employment records on all employees to ensure compliance with state and federal regulations, to keep benefit information up-to-date, and to make certain that important mailings reach all employees. In addition to a general personnel file, the City maintains a separate payroll file, medical file, and restricted access file for each employee. Access to an employee's medical file and restricted access file is highly restricted and based on a need-to-know basis only. The organization considers the information in employment records to be confidential.
- b) **Updates.** Employees must inform the City of any necessary updates to their personnel information such as a change of address, change of telephone number, emergency contact, marital status, number of dependents, or military status. Employees should also inform their supervisor and the Human Resources division of any outside training, professional certifications, education, or any other change in status.
- c) **Employment Verifications and References.** All employment verifications and reference requests must be submitted to the Human Resources Officer. The Human Resources Officer will only verify factual information contained within the personnel file pertaining to employment. This includes: dates of employment, rates of pay, and job titles. Except when required by law, additional information will only be provided with written authorization from the employee.
- d) **Access.** Personnel files are the City's property, and access to them is restricted. Generally, only the department director, City Manager or Human Resources Officer who have a legitimate reason to review information in an employee's file are permitted to do so. Employees of the City may, upon a reasonable request, review their own personnel files. All personnel files shall be viewed only on the City's property and in the presence of the City Manager or Human Resources Officer. Employees may request copies from their file by submitting such request to the Human Resources Officer and under no circumstances may an employee remove his or her file. Only current employees are allowed access to their personnel file, unless they have obtained a court order.

**V. Health Insurance Portability and Accountability Act (HIPAA)**

- a) The City of Osawatomie complies with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) relating to the privacy requirements for Protected Health Information (PHI). This policy defines how PHI obtained by the City during the employment relationship with an employee will be used and who will have access to the information.
- e) Definitions:
- “Protected Health Information” (PHI) includes individually identifiable health information relating to a specific employee or dependent, that is maintained or transmitted in any form to a healthcare provider, group health plan or to which the City may have access.
  - “Privacy Officer” is the person in the organization who is assigned to ensure compliance with all federal and state laws regarding privacy of PHI. The Human Resources Officer serves as the Privacy Officer for the City of Osawatomie and may be contacted at 515 Kansas Avenue, Osawatomie, KS 67037.
- f) Medical information about employees and their dependents health is personal and confidential. City policy limits use of PHI to the extent necessary to make City benefits effective. Under HIPAA regulations, permitted use and disclosure is limited to treatment, payment, or operation (TPO) of the health plan(s). PHI cannot be used or disclosed for any other purpose without prior written authorization by the individual. City Human Resources or payroll staff may be exposed periodically to PHI, such as during benefits enrollment, assisting employees with claims processing, plan interpretation or medical leave. The City will, to the extent required by law:
- Keep medical information that identifies an employee confidential;
  - Disclose or use medical information only for the purpose of treatment, payment or operation of the health plan(s) or if properly authorized to be used for another purpose permitted by law or regulation;
  - Provide employees notice of the City's privacy practices;
  - Train employees exposed to PHI regarding proper handling of the information;
  - Inform employees of their right to inspect and copy medical information; and
  - Require that all business agents that process or have access to PHI comply with the privacy requirements of HIPAA.
- g) The Privacy Officer is responsible for the functions of auditing, training, record keeping, corrective action, and receipt of requests and exercise of employee rights, and receipt of notices from employees and/or enforcement agencies. Employees have the right to inspect and copy PHI maintained by the employer, to the extent required by law. The

Privacy Officer will be responsible for maintaining all records of requests to inspect or copy PHI.

- Request to Review: A formal written request must be submitted to the Privacy Officer to review Private Health Information. If known, the type of information requested should be listed.
  - Time of Review: A mutually agreeable time will be set up to review the information in the presence of the Privacy Officer.
  - Copies of Information: A fee per copy that is commensurate with the fee for open records related requests may be charged for copies of requested documents.
  - Denial: A request may be denied as provided by HIPAA. Upon a denial, the city will inform the employee of the basis of the denial and, if applicable, furnish a statement regarding how to obtain a denial review and a description of the complaint filing procedures.
  - Request to Amend: An employee who feels that the PHI maintained by the City is incorrect or incomplete, may ask to have the file amended. This request must be in writing and submitted to the Privacy Officer along with a reason for the request. The Privacy Officer will be responsible for maintaining all records of such requests to amend the file.
  - Denial of Request: A request to amend the file may be denied as provided by HIPAA. Upon a denial, the City will inform the employee of the basis for the denial. The City will also provide a statement that the individual has the right to submit a written statement disagreeing with the denial and explaining how the statement may be filed. If a statement of disagreement is not filed, the employee may ask the City to provide (1) a copy of the amendment request with any future PHI disclosure; and (2) a description of the complaint procedures used by the City.
- e) Employees who violate this policy will be subject to discipline up to and including termination.

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## **Chapter 9: Promotion, Transfer, Demotion, and Reclassification**

### **I. Purpose**

To establish uniform procedures for processing of promotions, transfers, demotions, and reclassifications.

### **II. Promotion**

- a) **Definition.** A promotion means that the employee is: (1) moving to a new, more responsible position with increased responsibilities; (2) the new position is in a higher pay classification; and (3) the new position is in the same established job family as the former position (e.g. Wastewater I and Wastewater II). A title change does not necessarily constitute a promotion.
- b) **Promotion Procedures.** A higher pay grade position must be vacant in an established job family. Departments are encouraged to develop specific criteria for promotions, which may include testing, performance evaluation standards, interviews, and other criteria for determining an employee's ability to perform satisfactorily in a higher-level position. A copy of any promotion procedures developed by individual departments shall be provided to the Human Resources Officer. Upon approval by the City Manager, a vacancy may be filled by promotion without public job advertisement. A vacancy exists when:
- An incumbent leaves a position; or
  - A new position is authorized by the City Manager.
- c) **Demotion of Promoted Employees.** A demotion that occurs due to a promoted employee being unable to perform satisfactorily in the new position during the probationary period will return the employee to their previous position and previous pay or a reasonably comparable position, provided such an opening is available.

### **III. Transfer**

- a) **Definition.** A transfer may be a lateral transfer or a non-lateral transfer.
- A lateral transfer is the movement of an employee from one position to another with the same pay range.
  - A non-lateral transfer is the movement of an employee from one position to another with a higher or lower pay range.



- b) **Transfer Procedures.** Any employee may request a transfer at any time when there exists a vacancy for which the employee desires consideration; provided that the City Manager may make a non-requested lateral transfer or non-lateral transfer whenever deemed to be in the City's best interests. The transfer request will be considered by the department director with the approval of the City Manager. All employees who apply for a transfer shall meet the minimum criteria for the position, and must pass all standard applicant tests.
- c) **Pay Rate.** A transferred employee may be paid at or above the minimum entry level of the new pay range, depending on the employee's qualifications for the new position.

#### IV. Demotion (Reduction in Grade)

An employee's grade may be reduced as a result of performance evaluation, transfer, reclassification, reorganization, or for disciplinary purposes. A notice of reduction-in-grade, resulting from unsatisfactory performance by any employee, shall be submitted in writing to the City Manager at least ten days prior to such action. Any type of reduction will be explained to the employee by their immediate supervisor, Department Director, and/or the City Manager.

#### V. Reclassification

- a) **Definition.** Reclassification means the re-evaluation and reassignment of a position to assure that the pay plan accurately reflects the worth of the position. A position may be reassigned either upward to a higher pay range or downward to a lower pay range. Reclassification does not constitute either promotion or demotion. Employees holding positions which are reclassified will not serve a probationary period.
- b) **Conditions Supporting Reclassification.** Reclassification is an action taken to recognize one of two conditions:
  - The duties, responsibilities and qualifications of an existing position have substantially changed over time to the extent that the position no longer resembles others in its class; or
  - Labor market conditions, as demonstrated by recruitment and retention experience and verified by salary survey data; indicate a need to re-evaluate the classification of a position.

The reclassification process will not be used to reward an employee who is performing well in a properly classified position and possesses potential to perform in a higher level position which the City does not need, or to provide additional salary growth to an employee who has reached the top of his or her pay range.

- c) **Pay Rate.** A department director may place the employee in the reclassified position at or above the minimum entry level pay of the new pay range, depending on qualifications as approved by the City Manager.

## **Chapter 10: Timekeeping, Payroll, Hours and Compensation**

### **I. Purpose**

It is the intent and policy of the City to comply with the provisions of the FLSA as it applies to local governments in its overtime and compensatory time provisions and pay practices for City employees. In the event that the City's personnel policy should differ from the FLSA, the FLSA controls.

### **II. Official Pay Plan**

The Human Resources Officer will maintain the pay plan, including an inventory by number of all positions in the service of the City and a pay matrix establishing the minimum and maximum compensation for each authorized position within the City workforce. Pay ranges are set in accordance with market rates for comparable work in cities similar to the City of Osawatomie, and to the greatest extent practical reflect the duties and responsibilities of each position. The City Manager, with approval of the City Council, may change the pay plan or any component of the pay plan at any time, with or without notice to affected employees.

### **III. Entry Level Wage/Salary**

A new employee will normally enter employment at the minimum wage/salary established for the position. Department directors may present justification for exceptions to the City Manager for consideration.

### **IV. Pay Periods and Paychecks**

Employees will be paid once every two weeks. Employees shall be paid by direct deposit to a banking account designated by the employee. The normal work week or normal work period for City employees shall be declared in writing by the City Manager. By January 1 of each year, the Human Resources Officer will make available an annual schedule indicating the starting and ending dates of each pay period during such year.

### **V. Overtime**

No employee shall be permitted to work overtime except when an emergency exists or overtime work is necessary to carry out normal and essential services of the city, and is assigned by his or her immediate supervisor. Working overtime without authorization may subject an employee to discipline, up to and including termination.

- a) Exempt employees as defined by the FLSA are not eligible to receive overtime pay. Nonexempt full-time and part-time employees will be paid at one and one-half (1½) times their regular rate of pay for each hour worked in excess of the maximum allowed by the FLSA during a work period or, at the request of the employee and discretion of the

authorized supervisor, be credited one and one half (1½) hours of compensatory time off for each hour worked in excess of the maximum allowed by the FLSA during such work period.

- b) Overtime, for pay purposes, will include all actual hours worked in excess of 40 hours in a one week work period. “Hours worked”, for the purpose of calculating overtime pay, shall include any hours taken during the pay period such as vacation, sick leave, or other time authorized in these Rules. This shall include paid holidays.
- c) As this payment has significant budget impact, supervisors are responsible to control overtime expense through scheduling whenever possible.
- d) Overtime compensation shall be paid no later than the first payday following the pay period in which it was earned. At the discretion of the department director, an employee may be given compensatory time off in lieu of cash payments for the overtime worked. Any compensatory time shall be at the rate of one and one-half times the hours of overtime worked.
- e) It is the employee’s responsibility to accurately record and submit records of any overtime worked. The department director shall maintain such records.

## VI. Compensatory Time Off

- a) **Purpose.** Occasionally eligible employees may be called upon to work overtime, and subject to supervisor approval these employees may request and receive compensatory time in lieu of overtime (or may be required to utilize compensatory time off) at a rate of one and one half hours for each hour worked in excess of the maximum allowed by the FLSA during a work period.
- b) **Eligibility.** Only employees eligible for overtime pay are eligible for compensatory time off in lieu of overtime pay. Employees not eligible for overtime pay are those employees defined by the FLSA as “Non-Covered Employees”. Included within the definition of non-covered employees are all exempt employees.
- c) **Use of Compensatory Time.** Employees working approved overtime may receive compensatory time off in lieu of overtime pay, either compensation being earned on the basis of one and one half hours for each hour of overtime worked in excess of the maximum hours applicable to the type of employment in which the employee is engaged. Each supervisor will communicate their department’s policy on earning compensatory time off in lieu of overtime to employees before work is performed. Usage of compensatory time is subject to supervisor’s approval, and is dependent on available personnel and the needs of the city.
- d) **Accrual.** Unless otherwise authorized by the City Manager, employees receiving compensatory time off in lieu of overtime pay may accrue compensatory time up to the maximum amount of 80 hours, and must be paid overtime for overtime hours worked when the maximum accrued compensatory time has been earned and is unused. Overtime

will be paid in accordance with the regulations in this chapter.

- e) **Non-Covered Employees.** Non-covered employees, including all exempt employees, are not eligible for overtime compensation or compensatory time off. It is recognized that the positions of these employees often require them to work beyond the regular scheduled hours of duty, and some flexibility shall be granted them in adjusting their work schedules with the approval of the City Manager to meet varying workloads. These employees are granted the privilege of adjusting their work schedules to work lesser hours when their workloads permit. There shall be no accumulation of administrative leave of any nature beyond the employee's privilege of adjusting their work schedules. Upon departure from employment with the City, employees will not be paid for any claimed administrative leave for supposed "overtime" work.
- f) **Compensatory Pay.** If compensation is paid to an eligible employee for accrued compensatory time off, the compensation will be paid at the regular rate earned by the employee at the time the employee receives such payment. An eligible employee who has accrued compensatory time off upon termination of employment will be paid for the unused compensatory time.
- g) **Records.** The official time and attendance records maintained by the City will be the controlling records for any compensatory time purpose. The City may pay an employee in whole or in part, for accumulated compensatory time, at any time.

## VII. Longevity Pay

Longevity pay will be provided to any employee having at least five full years of employment with the City of Osawatomie. Longevity pay will be paid in lump sum on the last payday in November. Calculations of longevity pay due will be as of December 31<sup>st</sup> in the calendar year of payment.

Longevity pay will commence on the fifth anniversary of total service to the City of Osawatomie. Payments shall equal twenty-five dollars per full year of service (\$125 following the 5<sup>th</sup> anniversary). Each full year of service beyond five years will increase longevity pay by twenty-five dollars (\$25.00). Example: An employee with eight full years of service would receive \$200.00 during December of that year.

## VIII. One-Time Performance or Merit Pay

In the event, the City Council should implement and fund a one-time performance pay or merit pay program, the following policy will be the guide for the program.

- a) Each employee, whose performance meets requirements or better, based on criteria selected for evaluation by the department director, may receive a merit increase.
- b) Performance evaluations will be completed for new employees and transferred or promoted employees after six months service in the new position; provided, that

employees will not be eligible for merit increases until completion of one year in the new position.

- c) An employee whose wage or salary is above the maximum pay for his or her position will continue to be eligible for performance pay based on his or her performance evaluation. Performance pay shall not increase such employee's regular rate of pay. Performance pay will be paid in bi-weekly installments throughout the year.
- d) All pay increases shall be granted strictly on the basis of merit only. To be eligible for a merit increase or performance pay, an employee must receive an overall performance evaluation indicating that he or she has met the supervisor's expectations.
- e) Merit increases and performance pay may be suspended, postponed or terminated at any time when, in the judgment of the City Manager, the City lacks available funds therefore.
- f) Nothing in this section shall prohibit the City Manager from providing limited, one-time performance bonuses to an employee. Any such bonus shall be specifically reported to the City Council.

#### **IX. General Pay Adjustment**

A general pay adjustment ("GPA") is an across-the-board percentage increase in compensation for all employees based on available budgeted funds. A GPA may be granted by the City Council during the annual budget process and, when granted, will become effective January 1<sup>st</sup> of the following year or the first day of the first pay period of that year. Any employee whose pay is above the maximum range for his or her position classification on January 1<sup>st</sup> of such year will receive a one- time lump sum payment on the first paycheck of the year in an amount equal to the GPA.

#### **X. Payroll Deductions**

- a) The City is required by law to make certain deductions from every employee's paycheck, including federal, state and local income taxes and the employee's share of Social Security. Eligible employees may authorize deductions from their paychecks to cover the costs of participation in certain benefit programs and for other purposes as allowed by law. In addition, the City is required by law to recognize certain court orders, liens and wage assignments.
- b) The City does not condone unlawful deductions, and will make every effort to ensure compliance with the FLSA. If an employee notices deductions on their paycheck that are incorrect, or were taken in error, the employee should notify his or her supervisor or department director. The City will make any necessary corrections as soon as possible.

## **XI. Meal Periods and Rest Breaks**

Time off for meal and rest breaks will be allowed, if workload permits, according to the schedule set by the supervisor or department director.

- a) **Meal Periods.** As a general rule, employees are provided with one meal period of 30 to 60 minutes in length each workday depending upon department. Employees will be informed of meal periods by the Department director. Changes to meal periods must be approved by the supervisor or department director. Any meal period less than thirty minutes shall constitute time worked and will be compensated.
- b) **Rest Breaks.** Subject to workload, a maximum of two 15-minute (or equivalent of 30 minutes) paid break periods will be allowed per workday. Supervisors shall determine appropriate times and locations for breaks, considering travel times, nature of the ongoing work, and other appropriate consideration.

## **XII. Callback Pay**

Any nonexempt full-time employee called in for unscheduled work shall be paid for a minimum of two ~~and one half~~ hours of overtime or compensatory time off. Multiple call-outs that occur within this two ~~and one half~~ hour period shall not constitute separate periods for overtime pay.

## **XIII. W-2s**

W-2 Forms will be issued in accordance with the guidelines established by the Internal Revenue Service. It is each employee's responsibility to keep the Human Resources Officer informed of their current address. W-2 Forms will be mailed to the last address on file for persons no longer employed with the City.

## **XIV. Penalties and Restrictions with KPERS**

In the event the City employs an individual that is receiving retirement benefits from KPERS, the employee will be solely responsible for the payment of such penalties as part of their employment and shall also be responsible for managing their hours worked to avoid the loss of the payment of KPERS benefits.

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## **Chapter 11: Employee Benefits**

### **I. Purpose**

This section generally describes and summarizes various benefits the City makes available to eligible employees. The City continually reviews its benefits programs. These summaries are not exhaustive or all-inclusive, and further information is available in the form of plan descriptions or insurance subscription agreements maintained by the City, which may be reviewed upon request. In the event the information included in the policies and guidelines is inconsistent with, or conflicts with, benefit plan documents, the latter documents are deemed controlling.

### **II. Health and Dental Insurance**

Medical, dental and vision insurance is available to all full time regular employees. The City will pay a portion of the premium of the employee for the employee and their family. The employees covered under this insurance plan will have their share of the premium deducted from their paychecks. The effective date of coverage is the first day of the calendar month following the date of employment. Regular employees who fail to enroll during the first ninety days of employment may be required to provide evidence of insurability before enrollment. During any authorized leave of absence with pay, the coverage is continued.

- a) In the case where an employee is eligible for Medicare, but still an eligible full-time regular employee of the City, the City may negotiate with the employee to move to Medicare and pay for supplemental Medicare costs for the employee and spouse (if applicable) in lieu of a full coverage medical plan. However, such costs to the City for supplemental insurance shall not exceed the City's cost of health insurance for the plan which the employee and spouse were on for the majority of the three years prior to reaching Medicare eligibility. And furthermore, the City shall not provide any payment to the employee for any savings recovered by the City as a result of the employee receiving Medicare coverage. Any such change must be in conformance with state or national health insurance regulations.

### **III. COBRA – Insurance Continuation**

- a) The Consolidated Omnibus Budget Reduction Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue, for a specific period of time, health insurance coverage under the City's group health plan when a qualifying event would otherwise result in loss of participation eligibility. Common disqualifying events include resignation, termination of employment or employee death; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.
- b) Under federal law, continuation coverage is dependent upon the employee or beneficiary paying the full cost of coverage at group rates plus an administration fee. The City



provides each eligible employee with a written notice describing the continuation rights when they become eligible for continuation coverage. The notice contains important information about the employee's rights and obligations. For additional details, employees should consult the terms of the individual plan involved.

- c) COBRA coverage is not automatic. Employees must inform the Human Resources Officer that coverage continuation is desired and must also submit all required paperwork within the required time limits specified in the written materials.

#### IV. Retirement Benefits

- a) **OASDI Benefits.** All eligible City employees are under the federal Old-Age, Survivors, and Disability Insurance program (OASDI), more commonly referred to as the social security system, and receive the benefits thereof in accordance with federal laws and regulations. The cost of this benefit is paid equally by the City and the employee, with the employee contributions subject to payroll deductions.
- b) **Kansas Public Employee Retirement System (KPERs) Benefits.** Membership in KPERs is mandatory and begins on the first day of employment for all employees in covered positions. A covered position is one that is not seasonal or temporary, requires at least 1,000 hours of work per year, and is not covered under KP&F. KPERs members receive benefits in accordance with state laws and regulations. Employees' required KPERs contributions will be made through a payroll deduction plan. KPERs periodically determines the rates to be paid by both employees and the City.
- c) **Deferred Compensation.** All City employees may voluntarily participate in the International City Management Association – Retirement Corporation (ICMA-RC) 457 deferred compensation plan offered by the City. The maximum annual employee contribution is established by federal law.

The City of Osawatomie will match employee contributions at the rate of twenty-five percent. The City's contribution shall not exceed one and one-half percent of the employee's annual salary. Please see the Human Resources Officer for details.

- d) **Health Insurance.** According to Kansas statutes, the City is required to allow an employee retiring from the City to remain on the City's insurance plan until the age of 65, with the employee paying the full cost of the insurance. This policy will also allow any retired employee that currently has an agreement with the City to continue to receive City paid (both partial and full) health insurance, to also continue on the City's plan at the end of that agreement, with the employee paying the full cost of the insurance. The retiree may elect any eligible insurance plan (including spouse and family plans) and make changes to that insurance plan while paying the full cost of such plan.

The spouse of a retiree that remains eligible for coverage and has been continually covered by the City's health insurance plan since the retiree's official retirement, may

elect to remain on the City's plan under single coverage until age 65 should the retiree become age 65 or become deceased prior to the spouse reaching the age of 65.

In the case of all retiree coverage, unless stated otherwise by a special arrangement made in writing and authorized by the governing body with the retiree, all retirees, or spouses of retirees, will be required to pay the full cost of the insurance while remaining on the City's insurance plan. The City will establish a payment schedule for retiree, or spouse, and any failure to make the applicable payments may result in the loss of coverage by the City's insurance plan. Payments must be made in advance of the City's payment to the insurance carrier.

## **VI. Workers' Compensation Insurance**

- a) The City provides workers' compensation benefits as required by law and at no cost to employees. This program covers on-the-job injuries to the extent required by law. Subject to applicable legal requirements, workers' compensation benefits begin after a short waiting period or immediately if the employee is hospitalized.
- b) No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. Employees who sustain work-related injuries must notify the City within 24 hours of sustaining the injury. All on-the-job injuries must be reported. Failure to report these injuries in a timely manner may affect an employee's eligibility for workers' compensation benefits and shall subject the employee to discipline, up to and including termination of employment.
- c) Neither the City nor its insurance carrier will be liable for payment of workers' compensation benefits for injuries occurring during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by the City.

## **VII. Unemployment Compensation**

All employees may receive the benefits of the Kansas Employment Security (unemployment compensation) Act, in accordance with such law and regulations. The cost of this benefit is paid by the City.

## **VIII. Life Insurance**

In addition to the death benefit under OASDI and KPERS, the City makes available to each full-time employee the option of purchasing group life insurance, administered by KPERS, on a payroll deduction basis. The cost of this additional life insurance is paid by the employee and varies with the options selected by the employee.

All active, full-time employees are eligible for life insurance and accidental death and dismemberment benefits in the amount of \$25,000 the first day of the month following 30 days of employment.

## **IX. Death and Disability**

The City has affiliated with KPERS for first day coverage to provide death and disability benefits for employees in KPERS covered positions. In addition the City provides a short term disability plan for all active, full time employees beginning the first day of the month following 30 days of employment.

- a) All employees who are in KPERS-covered positions are eligible for death and disability benefits, the cost of which is paid entirely by the City.
- b) The Human Resources Officer has additional information about benefits and any limitations and exclusions that may apply.

## **X. Cafeteria Plan**

The Internal Revenue Code Section 125 allows an employer to establish a salary reduction agreement, or Cafeteria Plan, for the benefit of employees. The employee's portion of the insurance premiums, eligible health care and dependent care expenses may be paid from the employee's "gross income" before taxes are calculated. The amount of taxes withheld uses the lower "net taxable income" amount.

Since deductions are before taxes are calculated, the employee's taxable income is reduced. The employee's take-home pay increases because federal and state income tax, FICA and Medicare tax are not paid on the amount deducted.

The plan year is from July 1<sup>st</sup> through June 30<sup>th</sup> each year, and all active, full-time employees are eligible the first day of the month following date of employment.

**Chapter 12: Employee Privileges, Time Off and Leaves of Absence**

**I. Holidays.** Employees are eligible for holidays beginning the first day of employment.

a) Employees receive the following ten (10) holidays per year:

New Year's Day	January 1 <sup>st</sup>
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veterans Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
The Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Day	December 25 <sup>th</sup>

- b) Additionally, one observed City-designated 8-hour floating holiday will be determined by the City Manager in December of the preceding year. This holiday will usually coincide with one of the other established holidays so as to create a four day weekend (for example, if Christmas fell on a Thursday the floating holiday for the City may be Friday December 26<sup>th</sup>). For example, this day might be declared to lengthen a weekend such as New Year's Day, Independence Day or Christmas.
- c) Holidays that fall on a Saturday will be observed on the preceding Friday, and those that fall on a Sunday will be observed on the following Monday. Exceptions will be made for shift workers who will observe the holiday on the same day.
- d) Full-time employees who do not work on an observed City holiday will receive eight hours holiday pay.
- e) Full-time, non-exempt employees who are required to work on an observed holiday shall be compensated at 1½ times the employee's regular rate of pay for the first eight hours worked and 2 times the employee's rate of pay for hours worked beyond eight. In addition, the employee will receive eight hours holiday pay at the employee's regular rate of pay. Police Department employees assigned to patrol will receive compensation at the rate of 2 times the employee's rate of pay for hours worked beyond eight only if they have over 80 hours in the pay period in which the holiday falls.
- b) Regular part-time employees scheduled to work a minimum of 15 hours per week will receive holiday pay for those holidays that fall on their normal workday; holiday pay will be pro-rated based on employee's work schedule (i.e. 15 hours per week will receive 3 hours holiday pay; 30 hours per week will receive 6 hours holiday pay).
- c) To be eligible for holiday pay, an employee must be in a paid status for the entire last scheduled working day before the holiday and the entire first scheduled working day after a holiday.

## II. Vacation

The purpose of this policy is to provide eligible employees with sufficient time off for rest and relaxation in recognition of services performed. It also serves to provide uniform treatment of City of Osawatomie employees.

- a) Each full-time regular employee in the classified service shall accrue vacation leave credit monthly as follows:

<u>Years of Employment</u>	<u>Hours Earned</u>
Less than 5 years	8 hrs. / month
5 years, but less than 10 years	10 hrs. / month
10 years, but less than 15 years or more	12 hrs. / month
<del>15 years or more</del>	<del>14 hrs. / month</del>

- b) The maximum balance of vacation leave that can be carried forward into the succeeding fiscal year is 240 hours. However, the actual balance of vacation for any employee may exceed 240 hours during the fiscal year.
- c) No vacation leave may be taken by an employee that would result in a negative accrual balance. Department directors shall determine administrative measures to equitably approve vacation requests while keeping adequate personnel strength for operations and, insofar as possible, with the request of employees. Each employee is responsible for scheduling vacation periods according to rules established within departments, and there shall be no compensation for excess vacation accrual/balance not taken by employees by the end of the fiscal year.
- d) Any regular employee leaving their employment with the City shall be compensated for unused vacation to the date of their separation or resignation, provided they have been in the service of the City for at least six full months. Such compensation will not exceed payment for 240 hours of accrued vacation.
- e) Any official holiday as set forth in this manual which falls during an employee's scheduled vacation period shall not be counted as a day of vacation.

## III. Personal Leave

A total of 8 hours of personal leave will be provided during each year. Department directors/supervisors will approve the personal time with particular regard to operational requirements and, insofar as possible, at the request of the employee. Personal leave must be taken within the year accrued or it will be forfeited. If an employee voluntarily separates from employment with the City, he will be compensated for the unused personal days. Personal leave is made available to eligible new employees who begin work with the City of Osawatomie before April 1<sup>st</sup> of the year. Those beginning on or after April 1<sup>st</sup> will not receive a personal leave day that year.

#### IV. Sick Leave

Sick leave shall be for the purpose of permitting an employee to be relieved of his or her duties during actual illness, and may not be used under any other circumstances except as specified in these policies. Abuse of the sick leave policy is grounds for dismissal. A Department Director or the City Manager may require an employee to furnish a signed statement from a licensed physician attesting to any illness of such employee for which sick leave is used for three or more consecutive days. If an employee refuses any request for such statement, such employee shall not be entitled to sick leave payment for the alleged illness.

- a) Sick leave with pay shall be granted for personal illness or physical incapacity of the employee; enforced quarantine of the employee or to attend any doctor's appointments. Sick leave will be granted to attend a doctor's appointment only for the amount of time the employee is required to be away from work.
- b) An employee, who is sick or disabled and has exhausted all sick leave and vacation leave, may be granted upon approval of the City Manager, leave of absence without pay. This leave of absence without pay will be granted for a maximum duration of six months, and may be reviewed at any time.
- c) Each full time regular employee shall accrue eight hours of sick leave monthly with a maximum annual carry-over limit of 960 hours. There shall be no compensation for excess sick leave accrued at the end of the fiscal year. All employees shall receive their sick leave credit on the last payroll of the month. New employees that start prior to the 15th of the month shall receive credit for that month, but employees that start after the 15th will not earn credit until the following month.
- d) When an employee finds it necessary to be absent, they shall notify their supervisor or Department Head prior to their regular time for reporting to work. Sick leave shall not be granted unless such report has been made, unless extenuating circumstances exist which make these requirements impossible to meet.
- e) An employee must keep their supervisor informed of their condition if the absence is more than three days in duration. An employee may be required to submit a medical certificate for any absence. Failure to fulfill these requirements may result in a denial of sick leave.
- f) Sick leave may also be used by the employee to care for a member of the family, including spouse, father, mother, brother, sister, stepmother, stepfather, grandmother, grandfather, child, foster child, stepchild, and/or grandchild regardless of the sick relative's residence. Also included is any other relative actually residing in the same household. Exceptions may be considered by the respective Department Director. Directors/Supervisors may require satisfactory proof of such illness or the need for attending to a member of the immediate family, and shall disallow sick leave payment in absence of such proof. If an employee does not furnish satisfactory proof of such illness, such employee shall not be entitled to sick leave payments for the alleged illness.

- g) Upon termination of employment, any employee shall not receive any pay or credit for accumulated and unused sick leave, except:
  - 1) Any employee who is eligible for retirement, and retiring, shall be paid for thirty days (240 hours) sick leave at their current hourly rate, provided the employee has accrued 800 hours.
  - 2) In the event of death of an employee, the City will pay to their designated beneficiary, accumulated sick leave not to exceed thirty days (240 hours) at the employee's then current hourly rate, provided the employee has accrued 800 hours.
- h) Employees who improperly claim sick leave shall be subject to disciplinary action up to and including termination from employment.

#### **V. Emergency Donation of Sick Leave.**

On a very limited case-by-case basis, for medical emergencies only, full-time employees will be permitted to donate accrued but unused sick leave to other full-time City employees who have exhausted all available leave time. A medical emergency is defined as a critical or catastrophic illness or injury of the employee, employee's spouse, or employee's dependent that poses a threat to life or requires inpatient or hospice health care. Emergency donations are subject to the following restrictions:

- a) The employee in need of leave donations must have a history of judicious use of leave time prior to the need for donation as determined at the discretion of the Human Resources Officer and the City Manager;
- b) The employee donating leave may only donate sick leave that has already been accrued and may not reduce their sick leave balance below a minimum of 160 hours; provided that no employee may donate more than 160 hours of their sick leave balance to one individual;
- c) Donations of sick leave shall be strictly voluntary and shall not be solicited by directors or supervisors;
- d) No employee who receives donated sick time may receive more than 480 hours (12 weeks) within any 12-month period, unless approved by the City Council on the recommendation of the City Manager.
- e) The final decision of eligibility and the determination for the total amount of leave to be donated to an individual employee will be made by the City Manager in consultation with the Human Resources Officer.

#### **VI. Bereavement Leave**

An employee shall be allowed time off not to exceed three (3) continuous working days when their presence is reasonably required to be with their family due to a death. When the deceased family member resides more than 300 miles from the City, then time off shall

not exceed five (5) continuous working days, and the same shall be reported by the employee to their Department Head when leave is requested and taken. This leave shall be with pay but shall not be granted until employee has six months continuous service with the City. Family member for this section is defined as spouse, domestic partner, child, step-child, father, mother, stepmother, stepfather, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, grandchild of spouse, grandparent of spouse, foster parents, foster child, daughter-in-law, or son-in-law. Exceptions may be considered by the respective Department Director. Any leave necessary for a bereavement situation in excess of this time allocation or for any relatives not listed must be taken from vacation leave accrued.

Department directors may require satisfactory proof of such funeral and may disallow such leave in absence of such proof. Employees who use funeral leave without just cause shall be subject to disciplinary action up to and including termination.

## **VII. Civil Leave**

- a) The City encourages employees to fulfill their civil obligations. Employees shall be given necessary time off with pay when: (1) performing jury duty; (2) appearing in court as a witness in answer to a subpoena or as an expert witness when acting in an official capacity in connection with the City or stemming from a professional capacity with previous employment; (3) performing emergency civilian duty in connection with national defense; or (4) voting, except that absence from work for purposes of voting shall not exceed two consecutive hours.
- b) Employees shall notify their supervisor or department director upon notification of jury duty, subpoena or prior to the day of election to allow the City to cover the employee's duties in his or her absence. In the event that an employee is selected to sit on the jury or testify as a witness, he or she shall promptly notify the supervisor of the anticipated length of trial. Employees must provide the City with a copy of their jury summons or subpoena. Employees will receive their regular pay for time actually spent engaging in any of the four civic duties described above.
- c) Employees shall endorse over to the City all compensation received from the court for jury duty or subpoenaed court appearance. However, this obligation extends only to those expenses for which the City reimburses the employee. Employees shall not be required to endorse over to the City mileage or other personal expense reimbursements. Reimbursement for meals and mileage will only be provided when the employee appears in court on behalf of the City and the employee produces documentation of these expenses.
- d) Employees who are excused early from jury duty or testifying in court, must report to work, provided more than one hour remains on his or her regularly scheduled shift, in order to qualify for payment. In such situations, and unless other arrangements are made with the supervisor or department director, employees are expected to return to work within one (1) hour of their release from duty.



- e) Employees 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 are not eligible for Civil Leave and may request leave without pay unless he or she elects to utilize accumulated vacation or compensatory time.

## VIII. Family and Medical Leave

The *Family and Medical Leave Act* (FMLA) is a federal law that allows eligible employees to take job protected leave for FMLA covered conditions. This policy is designed to provide an overview of employee rights to FMLA. In the event of any conflict between this policy and the law, employees will be afforded all rights required by law.

Under certain conditions, the FMLA entitles **eligible** employees to time off with or without pay for personal and family health reasons, for the birth or adoption of children or placement of foster children, for military caregiver leave and for qualifying exigency leave. In most cases, employees taking FMLA leave are entitled to return to the position they held prior to leave or an equivalent position with equivalent benefits, pay, and other terms of employment.

- a) **Eligibility.** The City of Osawatomie is a covered employer and therefore City employees are eligible for FMLA leave if: (1) they have been employed with the City for at least 12 months (the months need not be consecutive), (2) they worked at least 1,250 hours during the 12-month period immediately preceding the leave.
- b) **Qualifying Leave.** Up to 12 weeks of FMLA leave may be taken by eligible employees, unless caring for a seriously injured or ill service member in which case up to 26 weeks may be taken. For reasons of birth or placement of a child, leave must be completed within 12 months of the event. Leave is computed as a rolling 12 month period measured backward from the date an employee uses FMLA leave. Generally, FMLA leave may be taken for the following reasons:
- For the birth of a child, and to care for the newborn child;
  - For placement of a child with the employee for adoption or foster care;
  - For care for the employee's spouse, child, or parent with a serious health condition;
  - Because of a serious health condition that makes the employee unable to perform the functions of the employee's job;
  - For a qualifying exigency arising out of the fact that the spouse, child, or parent of the employee is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces; or
  - To care for a seriously injured or ill covered service member who was injured in the line of duty on active duty, to whom the employee is the spouse, parent, child, or next of kin. This leave is only available during a single 12-month period and, if utilized in combination with any other FMLA reason, the eligible

employee shall be entitled to no more than a total of 26 work weeks. Nothing in this section limits the availability of another type of FMLA leave being utilized in a subsequent rolling 12-month period.

c) A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves:

- inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
- continuing treatment by a licensed health care provider for a chronic or long-term health condition. Generally, a health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. At least two health care visits a year must occur to be considered a chronic condition; or
- Incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
- Employees with questions about whether an illness is covered under this policy should consult with the Human Resources Officer.

d) “Qualified exigencies” include:

- Issues arising from a covered military member’s short notice deployment (i.e., deployment on seven or less days of notice) for a period of **seven** days from the date of notification;
- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
- Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- Making or updating financial and legal arrangements to address a covered military member’s absence;
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military

member, the need for which arises from the active duty or call to active duty status of the covered military member;

- Taking up to **five** days of leave to spend time with a covered service member who is on short-term temporary, rest and recuperation leave during deployment;
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member;
- Any other event that the employee and employer agree is a qualifying exigency.

e) The term "Covered service member" means:

- a member of the Armed Forces (including the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or
- a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the armed Forces at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

f) **Employer Notification.** An employee desiring to use FMLA leave must, when practicable, notify his or her supervisor or Human Resources 30 days in advance of the anticipated start date of leave. When leave is foreseeable but 30 days advance notice is not practicable, the employee must provide notice as soon as possible and in accordance with the stricter of the Personnel Policies and Guidelines for reporting sick leave or department procedure, unless physically unable to do so due to an emergency situation.

g) **Employer Response.** When a request for FMLA leave is received, Human Resources will notify the employee of his or her eligibility to take leave, within five business days of the request for FMLA leave. If the employee is not eligible, the response will include the reason for ineligibility. The employee will also be informed of their rights and responsibilities under FMLA, including specific written instructions on any additional information that will be required. Once sufficient information is received, the employee will be notified of the status of determination of the FMLA leave request within five days of the determination. The employee will also be notified of the number of hours, days, or weeks that will be counted against the employee's FMLA entitlement. Supervisors will receive notification of any FMLA approvals.

h) **Use of Paid and Unpaid Leave.** Employees on FMLA leave are required to exhaust all accumulated sick, compensatory time and vacation leave, in that order, to cover such leave. In such a case, the paid time will be counted against the employee's FMLA leave time *and* the employee's accrued leave time. All remaining FMLA leave shall be unpaid. In the event a condition for which the employee has utilized paid or unpaid leave

progresses into a serious health condition, the City will retroactively designate the portion of the leave taken that falls under these qualifications as FMLA leave.

- i) **Medical Certification.** The City will require medical certification, by a health care provider, to support an employee's request for leave to attend to the employee's own serious health condition, or to care for a seriously ill child, spouse, or parent. Certification of an employee's serious health condition must include, among other things, a statement that the employee is unable to work at all or is unable to perform at least one of the essential functions of his or her position. For leave to care for a seriously ill child, spouse, or parent, the certification must include, among other things, an estimate of the amount of time the employee is needed to provide care. The City may require a second medical opinion, and subsequent and periodic re-certifications, at its expense. If the employee's and the City's opinions conflict, the City may require the binding opinion of a third health care provider, whose identity the City and employee must approve and which shall be paid for by the City.

A health care provider's release is required if an employee is returning from a medical leave exceeding three (3) days in duration for the employee's own serious health condition. The release shall include any work restrictions, if applicable.

For requests to care for injured or ill service members, documentation of the injury, recovery or need for care may be a copy of a certification completed by an authorized health care provider or a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member's family. Second opinions and re-certifications are not allowed. The department director or Human Resources Officer may authenticate or clarify a medical certification or an ITO or ITA, provided that in no event will the employee's immediate supervisor make contact with a medical provider.

- j) **Documentation for Qualifying Exigency.** Employees requesting leave for a qualifying exigency arising out of the active military duty or notice of impending call or order to active duty must provide a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party. The department director or Human Resources Officer may contact the individual or entity named in a certification of leave to verify the existence and nature of the order or meeting.
- k) **Intermittent Leave or Reduced Schedule.** When medically necessary for an employee's serious health condition, the serious health condition of a spouse, child, or parent, for a qualifying exigency, or the care for a seriously injured or ill covered service member leave may be taken intermittently or by way of a reduced work schedule. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment to minimize disruption to their work schedule. For intermittent leave related to a serious health condition of the employee, the employee's

spouse, child, or parent, or service member family leave, the City can require the employee to transfer temporarily to an alternative position for which the employee is qualified and that has equivalent pay and benefits; and better accommodates recurring periods of leave than the employee's regular position.

- l) **Spouses' Combined Leave.** Spouses who are both employed by the City are entitled to a *combined total* of 12 weeks' leave, for the birth of a child, or for placement for adoption or foster care of a child, for the care of a sick parent, or for the qualifying exigency of an active service member. (26 weeks for an ill or injured service member)
  
- m) **Benefits During FMLA Leave.** Group health insurance coverage will continue for employees on FMLA leave as if they were not on leave, and will do so on the same conditions as coverage would have been provided if the employee had been continuously working during the entire leave period. Employees who paid part of the premiums to maintain health coverage before taking leave must, to continue coverage during leave, make those payments, and the payments should be coordinated through the City. Health care coverage will cease if the premium payment is more than 30 days late. Should the employee fail to return to work, or remain at work upon return for less than 30 days, for reasons other than serious health conditions, or retirement, or for reasons beyond the employee's control, the City may recover from the employee the costs of payments made to continue the employee's health insurance.  
Other benefits shall accrue during FMLA leave only if they would continue under other types of leave.

## IX. Military Leave

- a) Leaves of absence shall be granted to City employees whose United States uniformed services (military) obligations necessitate their absence from work. These leaves are applicable to all such obligations, including Reserve and National Guard assignments, and are governed pursuant to the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.
  
- b) Any employee who leaves city service for military duty shall be placed on military leave without pay. If not accepted for such duty, the employee shall be reinstated in his present position without loss of status or reduction in pay.
  
- c) Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable position depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service. Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. If the period of service was more than 31 days, but less than 181 days, the employee must submit an application to the City no later than 14 days following

completion of service. For service in the military of over 180 days, the employee must submit an application to the City not later than 90 days after completion of service.

- d) Employees who are subject to multiple military duty assignments may, at their option, present leave notices covering all such obligations or individual leave notices.
- e) Continuation of health insurance benefits will be as required by and in accordance with USERRA, based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.

**X. Leave of Absence without Pay**

- a) Occasionally, for medical, personal or other reasons, employees may need to be temporarily released from the duties of their job with the City. Leaves of absence without pay not specifically covered by the policies and guidelines or federal, state or local law will be considered only when no paid leave is available.
- a) Requests for leave without pay shall be submitted in writing, stating the reason for, and duration of, the requested leave. Approval from both the department director and the City Manager will be required.
- c) Leaves of absence without pay will be limited to six weeks. Exceptions may be granted by the City Manager for extraordinary circumstances.
- d) Employees on an approved leave of absence without pay pursuant to this policy will not accrue vacation, sick leave or other benefits during the leave of absence.
- e) Failure to return to work as scheduled from an approved leave of absence or to inform the supervisor of an acceptable reason for not returning as scheduled will be considered a voluntary resignation of employment.

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## **Chapter 13: Drug and Alcohol-Free Workplace**

### **I. Purpose**

The City is committed to providing a work environment which is safe, healthy and productive and use of drugs and alcohol significantly increases the likelihood of accidents and injuries in the workplace. Employees are prohibited from using, possessing, distributing, selling or being under the influence of any illicit drug (including prescription drugs that are illegally obtained or misused) or alcohol, while on duty, including paid or unpaid breaks or lunch periods, or while operating a vehicle or equipment owned, leased, or rented by the City.

### **II. Prescription or Over-the-Counter Medications**

Legal use of prescribed drugs is permitted on the job only if such use does not impair an employee's ability to safely and effectively perform his or her job. The use of prescribed drugs or over-the-counter medication which may adversely affect performance or behavior must be reported to the supervisor before beginning work on the day in which the medication is taken.

### **III. Duty to Report**

- a) If an employee suspects that another employee or supervisor is under the influence, using, selling, possessing, or purchasing alcohol or drugs while on duty or engaged in City business, or while using City vehicles or other property, that employee shall report his or her suspicions to a non-involved supervisor, department director, or the Human Resources Officer. Failure to report suspicion of alcohol or drug use is cause for disciplinary action.
- b) If a supervisor suspects that an employee is under the influence of alcohol or drugs, the supervisor will contact the Human Resources Officer or his or her designee to arrange for testing in accordance with applicable alcohol and drug screening and testing guidelines. The supervisor or designee will provide transportation to and from testing.

### **IV. Drug-Related Convictions**

Any City employee convicted of violating a criminal drug statute, whether resulting from a trial or a plea of guilty or *nolo contendere*, shall inform the City of such conviction, within five days after the conviction. The City reserves the right to offer employees convicted of violating a criminal drug statute outside of the work place, participation in an approved rehabilitation or drug abuse assistance program as an alternative to termination. If such a program is offered and accepted by the employee, such employee must satisfactorily participate in the program as a condition of continued employment.



**V. Drug and Alcohol Testing**

All employees are subject to reasonable suspicion and post-accident drug and alcohol testing, whereas certain employees are also subject to random drug and alcohol testing depending on the nature of their positions with the City. The City's drug and alcohol testing policies and guidelines are fully described in Appendix D.

**VI. Violation of Policy**

Employees who violate any aspect of this policy may be subject to disciplinary action, up to and including termination. In addition, the City may, in its discretion, require employees who violate this policy to successfully complete an alcohol or drug abuse assistance or rehabilitation program as a condition of continued employment.

## **Chapter 14: Employee Assistance Program (EAP)**

### **I. Purpose**

Subject to budget approval, the City may contract with a private company to provide counseling to employees of the City and their families in dealing with any type of personal problem, including, but not limited to: alcoholism, drug abuse, financial or legal difficulties, family problems, and other similar difficulties. The program is designed to encourage early intervention and awareness of such problems and to offer help at the earliest opportunity.

### **II. Training**

The EAP provider will provide training and education for all employees on how to utilize the program and will provide additional training and education for supervisors who have the authority to make mandatory referrals.

### **III. Self-Referral**

- a) **Eligibility.** All full-time employees, members of an employee's household, and benefit-eligible dependents are eligible to receive assistance through the EAP.
- b) **Employee Responsibilities.** Employees are responsible for their performance and for taking constructive action to resolve any personal problems that affect or threaten to affect their on-the-job performance. The City expects the EAP provider to provide training and education for all employees on how to utilize the program.
- c) **Telephone Access.** Employees will be provided with a toll-free number to reach the City's EAP service provider. The phone numbers will also be available on bulletin boards located in break rooms of City buildings.
- d) **Confidentiality.** All medical and rehabilitation records concerning self-referred counseling, including the employee's identity, diagnosis, prognosis or treatment, are confidential. The City expects that the EAP will not reveal any information that the individual discloses to the EAP, except under the following circumstances:
  - The employee consents in writing;
  - The law requires disclosure; or
  - It is believed that life or safety is threatened by nondisclosure.

### **IV. Mandatory Referral**

The City may require that an employee participate in the EAP ("mandatory referral") as a condition of suspending the imposition of discipline or reducing the severity of discipline imposed. All mandatory referrals shall be approved by the City Manager.

The Human Resources Officer will advise the EAP service provider of the required contact and will serve as the City's point of contact for the EAP counselor. When a mandatory referral has been made, the employee shall, within forty-eight (48) hours after signing the referral form, contact the EAP counselor by telephone and set up a personal interview.

Absent good cause, failure to timely contact the EAP counselor will result in imposition of such disciplinary action as the City deems appropriate and consistent with this policy. An employee's fitness to continue in his or her current position while participating in the EAP after mandatory referral will be determined on a case-by-case basis.

For additional information on mandatory referrals pertaining to alcohol and drug use, refer to Appendix D: Substance Abuse Policy and Testing Procedures.

## **Chapter 15: Technology and Computer Use**

### **I. Purpose**

The City strives to provide its employees with electronic equipment and communication tools to facilitate the efficient and effective fulfillment of job responsibilities. This includes, but is not limited to, computers, software, e-mail, telephones, mobile telephones, tablet computers, voicemail, fax machines, online services, and internet usage (collectively "Computer Technology").

### **II. General**

- a) **Scope of Policy.** This policy applies to all departments, divisions and other individuals or groups that use Computer Technology. Individual departments or divisions may implement more restrictive policies for application within their departments, but may not implement more lenient policies.
- b) **Ownership.** Computer Technology, including all data files and applications, is the property of the City of Osawatomie. All materials and information created, transmitted or stored on or through the use of Computer Technology are the property of the City and may be accessed only by authorized personnel.
- c) **Employee Responsibilities.** The City encourages the use of Computer Technology to make communication more efficient and effective. However, all employees should remember that Computer Technology is provided solely to facilitate and support City business. All Computer Technology users have the responsibility to use these resources professionally, ethically, and lawfully.

### **III. E-Mail and Internet Usage**

The following guidelines apply to use of e-mail and the internet. Rather than attempting to cover every possible situation, this policy is designed to express the City's philosophy and set forth general principles when using Computer Technology.

- a) **Prohibited Communication.** Computer technology shall not be used to knowingly transmit, retrieve, or store any communication that is: discriminatory or harassing; derogatory to any individual or group; obscene, sexually explicit or pornographic; defamatory or threatening; fraudulent; in violation of any license governing the use of software; illegal or contrary to the City's policy or business interests; related to political activity or campaigning; or in furtherance of a personal business enterprise.
- b) **Participation in Online Forums.** The City recognizes that participation in some online forums might be beneficial to an employee's job performance, such as by finding the answer to a technical problem by consulting members of a news group devoted to the technical area. Employees should remember that any messages or information sent via Computer Technology to one or more individuals via an electronic network, to include

internet mailing lists, bulletin boards, and online services, are identifiable and attributable to the City.

- c) **Unknown Sources or Unexpected E-mails.** Employees must use extra caution when an e-mail is received from an unknown source or when an e-mail is from a known source but is unexpected or appears suspicious. Address books are sometimes used by outside sources to spread viruses. The potential to spread viruses is significant; opening an unexpected or suspect e-mail could have undesirable consequences to the entire City's computer system. Extra care should also be used in opening attachments: "When in doubt, throw it out."

#### **IV. Personal Use of Computer Technology**

Computer Technology is provided by the City of Osawatomie for business use. Limited, occasional, or incidental use of Computer Technology for personal, non-business purposes is permissible but must be done in a manner that does not interfere with performance of official duties or negatively impact the City. Employees are expected to act responsibly and not abuse this privilege. Employees should refrain from posting on social media sites during work hours without the authorization of the City Manager.

#### **V. Monitoring Employees' Use of Computer Technology**

- a) The City has the right, but not the duty, to monitor any and all use of Computer Technology, including electronic files and employee e-mail, to the extent necessary to ensure that Computer Technology is being used in compliance with law, this policy and other City policies.
- b) Employees should use the same care in drafting e-mail and other electronic documents as they would for any other written communication. Anything created on a computer may, and likely will, be reviewed by others. E-mail should not be considered a confidential form of communication. Even deleted e-mails may be recovered and read by others. Employees should use other media to transmit sensitive or confidential information.

#### **VI. Software**

- a) All City-owned software is the property of the City and shall be used only in compliance with applicable software agreements.
- b) To prevent computer viruses from being transmitted through Computer Technology, unauthorized downloading of software is strictly prohibited. To ensure that incompatible software is not installed, all software must be approved prior to downloading.
- c) All employees will comply with software licensing requirements purchased by the City.

## **VII. Confidentiality**

- a) Employees will respect the confidentiality of other individuals' electronic communications. Except when permission has been expressly granted by City Manager, employees are prohibited from engaging in, or attempting to engage in the following:
- Monitoring or intercepting the files or electronic communications of other employees or third parties;
  - Hacking or obtaining access to systems or accounts they are not authorized to use;
  - Using other employees' log-ins or passwords; and
  - Breaching, testing or monitoring computer or network security measures.
- b) No e-mail or other electronic communications that hide or attempt to hide the identity of the sender or represent the sender as someone else will be sent using Computer Technology.
- c) Computer Technology and services should not be used in a manner that is likely to cause network congestion or significantly limit the ability of other employees to access and use the network.
- d) Anyone obtaining electronic access to other materials that are the property of other companies or individuals must respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.
- e) Employees are responsible for safeguarding their passwords. Individual passwords should not be printed, stored online, or given to others. Each employee is responsible for all transactions made using their password. Misuse of other employee's passwords is cause for disciplinary action.
- f) Employees must exercise caution when conducting City business on personal computers or when transporting City electronic files off of City premises, particularly when the information is of a confidential nature. Employees are responsible for the security of all electronic files they carry on their person or work on outside of a City facility.

## **VIII. Law Enforcement and Investigation Exception**

Exceptions to this policy will be made as needed for the purposes of conducting law-enforcement investigations as authorized by the Police Chief and for investigation of suspected employee misconduct as authorized by the City Manager.

## **IX. Personal Mobile Devices and Cellular Phones.**

Personal use of cell phones while on duty shall be kept to a minimum and shall be limited to emergencies and as otherwise authorized by the employee's supervisor or the City

Manager. While driving, attention to the road and safety should always take precedence over conducting business over the phone.

## **X. Guidelines for Private Use of Social Media**

- a) Confidential, proprietary and non-released City information should not be included in employee's private social media activity. Private and personal information, pictures, and video about or depicting City employees, contractors, customers and constituents gathered through the employee's professional activities must never appear online or be distributed by email or through mobile messaging.
- b) An employee's public image in social media, which can be associated with the City, should meet the standards of the workplace rules of conduct. Offensiveness, disparaging comments, untruthful statements, demeaning behavior, nude or obscene pictures and/or video and illegal substance use are all examples of behavior that is considered inappropriate by representatives of the City of Osawatomie.
- c) If an employee has a personal profile on a social media site or has a personal weblog, they should not work on them during their scheduled work time, excluding breaks.
- d) For employees with personal blogs and profiles:
  - If an employee can easily be identified with, or identifies themselves as, a City of Osawatomie employee on their blog or other social media profile, they should make it clear to their readers that the views expressed in their blog entries do not necessarily reflect the City's views. To help reduce the potential for confusion, the following notice—or something similar—should be put in a reasonably prominent place on their site: “The views expressed on this blog are mine alone and do not necessarily reflect the views of my employer, the City of Osawatomie.”
  - Employees should work with their direct supervisor if they have any questions about what is appropriate to include on their site.
  - Employees are encouraged to be respectful to the organization, fellow employees, residents, and other agencies.
  - Employees not acting in their official capacity shall not represent or give the impression that they are acting in their official capacity.
- e) Monitoring personal social media, including microblogging, SMS, text messaging, or instant messaging accounts should not interfere with an employee's work for the City.

## **XI. Violation of Policy**

Any employee who uses Computer Technology or accesses or uses e-mail or the internet in violation of this policy will be subject to disciplinary action, up to and including termination of employment, and may be subject to criminal prosecution and civil liability.

## **Chapter 16: Employee Conduct and Discipline**

### **I. Purpose**

High standards of conduct are essential to quality service and are expected of each employee. The image of the City of Osawatomie is, in part, conveyed through the attitudes, appearances, conduct and working relationships of the employees. As a service organization, employees are to be courteous and cooperative when assisting citizens, and working in the public, or communicating with co-workers. Should problems arise, it is the responsibility of each individual to make every effort to solve the problem using open and positive communication with the person or persons involved.

These guidelines are placed in written form for the benefit of all employees and to ensure fair treatment for all. The City expects all employees to conduct themselves in a professional and ethical manner at all times. The City has established standards of conduct outlined below. Department directors shall have authority to discipline employees for violations of personnel regulations or department regulations. This list is not intended to be a complete list of misconduct which may result in immediate termination or other disciplinary action; these are merely some examples of unacceptable conduct. The City reserves the right to discipline or terminate employees for conduct not listed herein.

### **II. Standards of Conduct**

- a) The City may, at its discretion, add or amend rules and regulations as deemed appropriate and necessary. It is each employee's responsibility to learn and adhere to all the City's rules, regulations, policies and principles of professional and personal conduct. Following are examples of conduct that may lead to discipline, up to and including termination:
  - Violation of any policy or procedure contained in the policies and guidelines or any other City policy or procedure manual, including but not limited to ordinances and resolutions.
  - Offensive conduct or language toward the public, City officers, or employees;
  - Any attempt to discredit a Department Head, City Manager, or a member of the City Council;
  - Violation of any policy, procedure, or regulation required by state, federal or any governmental or regulatory agency.
  - Conviction or violation of city, state or federal law.
  - Excessive absenteeism or tardiness.
  - Making, publishing or distributing false, vicious or malicious statements concerning any customer or employee.
  - Working overtime without prior authorization.



- Leaving the assigned work areas during working hours without approval.
- Intentional damage or negligence in the care and handling of City property;
- Immoral or indecent conduct or solicitation of another person for such conduct.
- Possession of, selling or being under the influence of alcohol or illegal drugs when reporting for work, on City property, or while on duty.
- Insubordination, including improper conduct or abusive language toward a supervisor, or refusal to perform tasks in a manner prescribed by a supervisor. Refusal to work any assigned hours, shifts or overtime.
- Unprofessional conduct, such as fighting, gambling, discourtesy, rudeness, intimidation or threats of any kind against other employees or citizens, or using vulgar, profane or derogatory language or gestures.
- Verbal or physical harassment, intimidation or interference with the rights of any fellow employee, vendor or citizen, including sexual harassment.
- Operating a motor vehicle in any manner that would endanger the life or safety of a guest or employee on any City property.
- Unauthorized use of the telephone or conducting personal business while on duty. This shall include, but not be limited to, engaging in excessive personal telephone calls and excessive use of mobile telephones.
- Incompetence or inefficiency, including failure to perform job assignments timely and satisfactorily.
- Failure to observe established health, fire, safety or emergency procedures or policies.
- Failure to immediately report unsafe conditions, actions or injuries to employees or customers.
- Failure to notify supervisor or department director if unable to report to work.
- Falsifying or altering City records, including, but not limited to, employment information, time records, or time cards.
- Possession or use of any type of fireworks, explosives or weapons on the premises or while performing City duties without prior City approval.
- Theft, attempted theft, unauthorized storage or removal, misappropriation, misuse or willful destruction of guest, employee, vendor or City property, including misuse of lost and found property, without the express written authorization of the City or the owner of the property.
- Filing or pursuing any false worker's compensation claim.
- Failure to fully cooperate with a City internal investigation, whether conducted by City personnel or a third-party at the City's request.
- Repeated failure to record time worked.
- Sleeping while on duty without authorization from your supervisor.

- Engaging in dishonest or unethical conduct, including lying to supervisors, coworkers and citizens.
  - Engaging in conduct having a significant adverse effect upon or disruption to the operation or reputation of the City.
  - Unauthorized dissemination of confidential City, employee, or citizen information. Inducing or attempting to induce any officer of the City to commit an illegal act, to act in violation of any lawful and reasonable departmental or official regulation or order, or to participate therein.
  - Solicitation or receipt from any person, or participation in any fee, gift, or other valuable thing that is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons.
  - It shall be grounds for immediate dismissal for any employee to seek or receive any compensation or special favors from any source other than the City in connection with the carrying out of official duties and responsibilities.
- b) **Verbal Abuse.** Employees shall not engage in verbal abuse. Conversely, employees should be aware that they do not have to accept verbal abuse (foul language, name calling) from citizens, vendors, or others, and that employees are expected to end any such confrontation in a civil manner. Conversely, employees shall not engage in similar behaviors.
1. During phone communications, an employee may politely say that they are not required to listen to abusive language and if the abusive language continues, the employee may end the conversation (hang up).
  2. If such behavior occurs in person, the employee should immediately report the issue to supervisors. If the behavior persists, the person should be asked to leave. If they will not leave, the issue should be reported to the Police Department for resolution.

### **III. Disciplinary Procedures and Termination**

The form of discipline is determined on a case-by-case basis and depends entirely upon the facts and circumstances of each situation. The City is not obligated to use increasingly severe means of discipline with individual employees, but is free, at and within its sole discretion, to impose the discipline it deems necessary. These disciplinary procedures do not apply to employees who report directly to the City Manager. Discipline and termination of these employees are matters within the discretion of the City Manager.

The City may, in its sole discretion, take other, more-stringent disciplinary actions if it believes such action is appropriate and necessary. Under certain circumstances, the City Manager may determine the misconduct is so severe that termination is warranted. In certain situations, an employee may be suspended with or without pay subject to termination following approval by the City Manager. On all occasions, and at the discretion of the

supervisor, department director, or the City Manager, the following forms of disciplinary action may be taken:

- a) **Minor Disciplinary Action.** May be issued by the supervisor or department director and is subject to grievance.
  1. **Written Warning.** A written warning is written documentation of an oral warning, describing the violation and the plan for improvement. The warning will be documented and placed in the employee's personnel file. The written warning shall serve as a reminder of what transpired and will be used for reference should further counseling be necessary.
  2. **Written Reprimand.** A written reprimand shall be issued to and discussed with an employee for serious offenses or where informal verbal warnings have been previously given or proven insufficient. The reprimand will be documented and placed in the employee's personnel file. The written reprimand shall serve as a record of the employee's reprimand, and will be used for reference should further counseling or discipline be necessary.
  
- b) **Major Disciplinary Action.** Requires City Manager approval and is subject to grievance.
  1. **Suspension.** A suspension is the removal of an employee from service for a specific period of time. Suspension without pay shall not exceed fifteen calendar days for any given offense, except in the case of an employee charged with a criminal offense.  
  
An employee charged with a criminal offense not related to his or her job may be suspended without pay pending a full investigation. Following such investigation, the employee may be reinstated at the discretion of the City Manager.
  2. **Demotion.** A demotion is a downward movement of an employee's job title and rate of pay within the pay range to which the employee's position is assigned. A Department Head may demote an employee. A written statement of the reasons for such action shall be furnished to the employee and a copy filed with the City Manager at least fifteen calendar days prior to the effective date of the action.
  3. **Termination.** Termination is the removal of an employee from City employment.

#### **IV. Investigation, Prosecution and Termination**

It is the policy of the City to investigate any theft, misappropriation or diversion of assets. The City works in conjunction with local law enforcement agencies to investigate any allegations of theft, misappropriation or diversion of assets. The City may, in its discretion, secure a neutral third-party to investigate into any suspected misconduct. If third-party investigators are used, disclosure of any investigation report and its contents will be restricted to the City; any Federal or State officer, agency, or department, or any officer, agency, or department of a unit of general local government; or any self-regulatory organization with regulatory authority over the activities of the employer or employee; as otherwise required

by law. The City will immediately terminate and vigorously prosecute any and all employees found to be responsible for or involved in any of these activities. It is the responsibility of all employees to report any actual or suspected theft. Failure to report such acts will be grounds for termination.

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## **Chapter 17: Grievance Procedure**

### **I. Purpose**

Open communication is essential to the maintenance of a productive work environment. From time to time, problems, concerns or complaints may arise which, if left unresolved, will negatively impact the work environment.

### **II. Limitations**

- a) **Eligibility.** Only regular full-time employees who have successfully completed an initial probationary period (“Grievant”) are eligible to utilize the grievance procedure. These grievance procedures are not available to employees who report directly to the City Manager.
- b) **Grievable Items.** Items subject to grievance include: (1) an act or omission alleged to violate a city or department policy, procedure, rule, regulation or provision of the policies and guidelines, and (2) any disciplinary action resulting in suspension, demotion and termination.

### **III. Grievance Processing**

- a) A grievance must be submitted in writing within five (5) business days after the event upon which it is based. Grievances challenging disciplinary action shall be filed within five (5) business days after receipt of official notice of imposition of discipline. Grievances shall be submitted to the Grievant’s immediate supervisor, with a copy to the Human Resources Officer. Grievances shall be signed by the Grievant and dated as of the date of submission. All grievances shall include:
  - A statement of all facts upon which it is based;
  - The rule, regulation, procedure or policy provision at issue or the disciplinary action challenged; and
  - The remedy or adjustment sought.
- b) The Grievant’s supervisor shall forward the grievance along with his or her recommended disposition to the department director within five (5) business days of receipt. The supervisor’s recommended disposition shall include confirmation or denial of each factual allegation set out in the grievance, along with any recommended remedy or adjustment. The supervisor’s recommended disposition shall be supplied to the Grievant.
- c) For grievances challenging minor disciplinary action, the department director will render a written decision on the grievance within five (5) business days following receipt of the supervisor’s recommended disposition. Copies of the department director’s decision will be sent to the Grievant, and the supervisor involved. If the Grievant is dissatisfied with

the decision of the department director, he or she may appeal to the City Manager. Appeals to the City Manager must be submitted in writing within seven (7) business days following receipt of the department director's decision. The City Manager will render a written decision on the appeal within five (5) business days. Copies of the City Manager's decision will be sent to the Grievant and the department director. The City Manager's decision shall be final and conclusive.

- d) For grievances challenging major disciplinary action, the department director shall forward the grievance, his or her recommended disposition, and the immediate supervisor's recommended disposition to the City Manager within five (5) business days of receipt. The City Manager will render a written decision on the appeal within five (5) business days. Copies of the City Manager's decision will be sent to the Grievant and the department director. The City Manager's decision shall be final and conclusive.

#### **IV. Limitation on Review**

No grievance shall be reviewed or decided by any person outside the City, except by a court of competent jurisdiction.

#### **V. Retaliation Prohibited**

Retaliation in any form against an employee who has filed a grievance in good faith is prohibited and is cause for disciplinary action pursuant to the policies and guidelines. No employment-related decision shall be made in retaliation for filing a grievance in good faith.

#### **VI. Abeyance**

If a complaint is filed with any other board, agency or court with concurrent jurisdiction concerning the subject matter of a grievance filed pursuant to this policy, the grievance may, at the City's option, be held in abeyance until such other board, agency or court has rendered its decision.

## APPENDICES

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**APPENDIX A:  
EMPLOYEE ACKNOWLEDGMENT  
OF PERSONNEL POLICIES AND GUIDELINES**

By signing below, I acknowledge receipt of my copy of the City of Osawatomie, Kansas Personnel Policies and Guidelines. I have read and understand its contents, including the Standards of Conduct. I understand that I am responsible for knowledge of all content of the Policies and Guidelines and that failure to comply with the policies and rules set forth in the Policies and Guidelines may result in disciplinary action, including the possibility of termination. I understand the Policies and Guidelines applies to my employment by the City. I understand that the City reserves the right to change, interpret, withdraw or add to any of the policies, benefits or terms of the Policies and Guidelines at its discretion and without prior notice or consideration to any employee. None of the policies, benefits or terms and conditions of employment has been or is required to be approved by any employee or employee group.

**The City of Osawatomie is an employment-at-will employer. Employment-at-will means that the employee works at the will and pleasure of the employer. The employment relationship may be terminated by the employer or the employee at any time for any reason or no reason at all, and without notice. Nothing contained in the Policies and Guidelines, or any result of administration of the policies herein, shall be construed as an employment contract.**

I acknowledge (that my employment with the City is “at-will,” meaning that the terms of employment may be changed with or without notice and with or without cause, including, but not limited to, termination, demotion, promotion, transfer, compensation, benefits, duties and location of work. There is no agreement expressed or implied between the City and me for continuing or long-term employment. Furthermore, I understand that nothing contained in the Policies and Guidelines is an express or implied contract of employment. While supervisors have certain hiring authority, no supervisor or representative of the City has any authority to alter the at-will relationship.

I further acknowledge my understanding that, on occasion, I may be asked to work overtime and, in such circumstances, may be provided compensatory time off in lieu of overtime pay (non-exempt only).

I have received the Policies and Guidelines and I understand that it is my responsibility to read and comply with the policies contained in it and any revisions made to it. I understand and acknowledge that I have been given the opportunity to ask any questions that I have about the contents of the Policies and Guidelines and have had those questions answered. I also understand that it is my responsibility to update my copy of the Policies and Guidelines when I am notified of a revision to the Policies and Guidelines.

**Do not sign this receipt until you have completely read and understand the contents of the Policies and Guidelines and have satisfied yourself with answers to any questions you may have concerning it.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Printed

After signing, please return this Employee Acknowledgement of Personnel Policies and Guidelines to the Human Resources Officer.

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**APPENDIX B:  
ACCEPTABLE USE AGREEMENT  
FOR INFORMATION TECHNOLOGY**

**I understand and agree that –**

- by using information technology either on equipment provided by the City of Osawatomie, hard-wired or wireless internet access provided by the City on a personal device, or during time for which I am paid by the City of Osawatomie, I agree to be bound by policies and guidelines established by the City to govern access to such technology;
- this information technology is provided for transaction of City business including research, communication and creation and maintenance of official instruments and other records;
- no one is authorized to access information technology provided by the City without signing this agreement, and that violation of this Agreement may subject me to disciplinary action including dismissal of my employment;
- for the purposes of this Agreement, “information technology” includes internet access, electronic mail and voice message systems, facsimile devices, and all other electronic systems used by the City;
- electronic mail is an extension of the government of the City of Osawatomie;
- electronic mail messages can be traced to the sender and recipient even after deleted from computers;
- the City may be required to produce evidence relating to or arising out of my use of information technology for matters of litigation, pursuant to the Kansas Open Records Act, and other purposes;
- I will not knowingly solicit, receive, communicate, download, forward or otherwise access anything that might be construed as harassing, hostile, or offensive to others based on ethnicity, race, sex, disability, age, religion, national origin, or any other characteristic protected by law;
- I will not use the City’s information technology to solicit for or communicate with respect to any personal cause, including political or religious issues;
- I will not use the City’s information technology for personal social media, web blogging, texting, or other personal business if it interferes with the business of the City.
- I will not participate in a chain letter or otherwise send to multiple recipients electronic mail with non-City business content;
- I will not knowingly solicit, receive, display, print, download, or send any questionable image or message;
- I will immediately advise people I know who are sending me improper or questionable material that such transmissions should stop;
- I will not open items that the virus scanner has warned contains a virus or other content harmful to the City’s e information technology and will delete such items immediately;

- I will use caution when replying to e-mails and ensure that auto reply messages are set to reply to only valid e-mail addresses;
- I will abide by the City's Information Technology Usage policy and procedures, as they may from time to time be amended or supplemented; and

**I will not use** City information technology for inappropriate uses. Examples of inappropriate uses of City information technology include, but are not limited to:

- any illegal activity;
- gaming: betting, gambling, wagering;
- representing personal opinion as that of the City;
- unauthorized solicitations;
- revealing unauthorized or confidential information;
- engaging in slander, libel, or other forms of defamation;
- accessing pornographic material for other than law-enforcement purposes; or
- communicating obscene messages or information in any form;

**If I have a question** about whether a use is inappropriate, I will contact my supervisor and abide by his or her decision.

**I further understand and agree** that I have no expectation of privacy in electronic communications sent or received while on duty in my capacity as a City employee, use of City property, or internet access. The City of Osawatomie reserves the right to review, audit, or monitor my use of any City information technology, with or without notice to me.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Date

After signing, please return this Acceptable Use Agreement for Information Technology to the Human Resources Officer.

**APPENDIX C:  
EMPLOYEE ACKNOWLEDGMENT OF  
NON-HARASSMENT POLICY**

I acknowledge that I have been provided with a copy of the City of Osawatomie's Non-Harassment Policy and that I have had a reasonable opportunity to review the policy and ask any questions regarding the Policy and the complaint procedures.

I understand that harassment of any kind is expressly prohibited by the City, and that if I have reason to know of an incident of harassment, I must immediately report it, as outlined in the Harassment Complaint Procedure.

I further understand that the most important aspect of the Harassment Complaint Procedure is that the incident is immediately reported, investigated and addressed. I understand that I may report an incident of harassment to my supervisor, department director, the City Manager or the Human Resources Manager at any time.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Date

After signing, please return this Employee Acknowledgement of Non-Harassment Policy to the  
Human Resources Officer

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**APPENDIX D:  
SUBSTANCE ABUSE POLICY  
AND TESTING PROCEDURES**

Part 1: Non-Regulated Substance Abuse Policy and Testing Procedures

**I. Purpose**

In order to safeguard the health of its employees and provide a safe place for its employees to work the City of Osawatomie (hereinafter “the City”) has established this substance abuse policy and its testing procedures to identify and address use or abuse of alcohol and drugs “substance abuse” by City employees. Substance abuse seriously endangers the safety of employees and the public, and creates or exacerbates a variety of workplace problems, including: increased injuries on the job, absenteeism, health care and benefit costs, and theft; and decreased morale, productivity, and quality of products and services provided by the City. The City has established this policy to detect users and remove abusers of alcohol and illegal drugs from the workplace. It is also the policy of the City to prevent the use and/or presence of these substances in the workplace in accordance with the following guidelines.

Employment with the City is at-will. City policies, procedures, and employee assistance programs are not intended to create any implied or express contracts, written or verbal, between the City and its employees, independent contractors, or job applicants. The City reserves the right to alter any policy, procedure, or program at its discretion and without notice to its employees, independent contractors, or job applicants. Unless otherwise expressly provided in a policy, the City creates no promises with any of its policies, procedures, and programs, and remains free to change wages and all other working conditions without having to consult employees or anyone else and without anyone’s agreement. The City reserves the right to terminate an at-will employee with or without cause and to refuse to hire any job applicant, as is consistent with existing law.

**II. Scope**

As a condition of employment, employees are required to abide by the terms of this policy. This substance abuse policy primarily governs actions in the areas of alcohol and drugs. Other City policies may apply in these areas to the extent that they do not conflict with this policy.

**III. Definitions**

“Alcohol” means ethanol, isopropanol, or methanol and includes alcohol, spirits, wine, beer, and any liquid or solid, patented or not, containing alcohol, spirits, wine, or beer and capable of being consumed as a beverage by a human being.

“City Property” means all buildings, work sites; parking lots; vehicles; and offices owned, rented, utilized or serviced by the City and, when interacting with a City employee, by any customer of the City; employee-owned, employee-rented and employee-operated or occupied vehicles on the property of the City or of any customer of the City while on City business; and locations where the employee represents the City in any capacity.

“Designated Employer Representative” (DER) means the employee responsible for receiving



test results and other communications for the employer, who is required to make required decisions in the testing and evaluation process. The City's DER is the Human Resources Officer.

"Illegal Drugs" means drugs or controlled substances that are (1) not legally obtainable or (2) legally obtainable but not obtained or used in a lawful or prescribed manner, including but not limited to, cocaine, marijuana, opiates, amphetamines, and phencyclidine (PCP); prescription drugs that are not lawfully obtained or not properly utilized; and mind-altering or addictive substances such as glue and peyote that are not sold as drugs or medicines but are used for the mind- or behavior-altering effect.

"Legal drugs" means those prescribed by a medical professional and over-the-counter drugs that are legally obtained by the employee and used for the purpose for which they were prescribed and sold.

"On Duty" means all working hours as well as meal periods and break periods, regardless of whether on premises, and all hours when the employee represents the City in any capacity.

"Public Safety Employee" means an employee who is working in a position as a certified law enforcement officer or firefighter, regardless of rank.

"Sample" means a sample of urine, saliva, breath or blood from the human body, capable of revealing the presence of alcohol or other drugs, or their metabolites. However, "sample" does not mean blood except as authorized pursuant to a blood test for drugs or alcohol made on any employee involved in an accident at work if the test is administered by or at the direction of the person providing treatment or care to the employee without request or suggestion by the City that a test be conducted and the City has lawfully obtained the results of the test.

#### **IV. Drug Use Prohibitions**

- a) The use, sale, purchase, possession, manufacture, distribution or dispensing of illegal drugs on City property or while on duty is against City policy and is cause for immediate termination.
- b) It is also against City policy for any employee to report to work or to work with the presence of illegal drugs in the employee's body. Employees who violate this policy are subject to disciplinary action, up to and including termination.
- c) The use of legal drugs can also affect the safety of the employee, fellow employees or members of the public. Therefore, any employee who is taking any legal drug that might impair safety, performance or any motor function must advise his or her supervisor before reporting to work under such medication. A failure to do so may result in disciplinary action. Improper use of "legal drugs" is prohibited and may result in disciplinary action up to and including termination.
- d) Refusal to submit to, efforts to tamper with, or failure to pass a drug test will result in disciplinary action, up to and including termination, and/or referral to the City's EAP, when available.

**V. Alcohol Use Prohibitions**

- a) The consumption, possession or being under the influence of alcohol on City property unless authorized by the City Manager or while on duty is prohibited and will result in disciplinary action, up to and including termination.
- b) It is always against City policy to report to work or to work under the influence of alcohol and such action will result in disciplinary action, up to and including termination.
- c) Employees asked to submit to an alcohol test and the test result is .04 or higher will be considered positive.
- d) Refusal to submit to, efforts to tamper with or failure to pass an alcohol test will result in a disciplinary action, up to and including termination.

**VI. Testing Events**

- a) Job Applicant Testing.
  - 1) Applicants will be advised of the City's pre-employment testing requirements following an offer to hire and prior to referral for a physical and/or drug and/or alcohol testing. Applicants will be asked to sign the Applicant Drug/Alcohol Testing Consent Agreement.
  - 2) All applicants considered final candidates and who have received an offer for a position will be tested for the presence of illegal drugs and/or alcohol and must receive negative test results as a part of the hiring process. Applicants who test positive on a substance abuse test will be prohibited from employment with the City for one year, unless they provide certified documentation of successful completion of a substance abuse rehabilitation program. Applicants who have completed a rehabilitation program will be subject to drug screening prior to being considered for employment.
- b) Post-Accident Testing. All employees who are involved in an accident or a "covered event" as defined in this procedure, will be tested for the presence of drugs and alcohol following the accident or other covered event. Any event that involves one or more of the following shall be considered a covered event: a fatality; injury to employee or other individual requiring medical attention away from the scene (doctor/hospital visit); loss time from work; damage to property in excess of \$5,000; or, one or more vehicles disabled or towed.
- c) Reasonable Suspicion Testing. Employees will be required to submit to drug and/or alcohol testing if reasonable suspicion exists that an employee is violating, or has violated any provision of this policy. Any supervisor or employee who believes another employee is violating this policy should report his or her belief to the DER.
- d) Follow-up Testing. All employees who have participated in a substance abuse counseling or rehabilitation program or who have been referred by a supervisor due to work performance problems will be subject to unannounced follow-up testing as determined by the Substance Abuse Professional or at the discretion of the City for a period of twelve-months following completion of the program.
- e) Random Testing. Employees are subject to random drug and alcohol testing.

- 1) Random testing will be unannounced and unpredictable; spread reasonably throughout the calendar year. Testing will be conducted at all times of the day when public safety functions are performed.
  - 2) Employees are required to proceed immediately to the collection site once notified of testing.
  - 3) Drug and alcohol tests will be conducted anytime a public safety employee is on duty.
  - 4) The list of employees selected will be retained by the DER in a secure location.
- f) Additional Testing. Additional testing may also be conducted as required by applicable state or federal laws, rules or regulations, or as deemed necessary by the City. Upon initial implementation of this substance abuse policy, all current employees will be subject to testing.

#### **VII. Testing Procedures**

- a) The City will determine for which drugs and/or alcohol testing will be performed.
- b) All samples will be analyzed by an appropriately licensed or certified laboratory.
- c) Employees will be informed of the results by the DER or his or her representative.
- d) The testing laboratory will report each confirmed positive test result to a designated Medical Review Officer (MRO). The MRO will contact the employee to verify the positive result. Following the verification of a positive result by the MRO, the DER will be informed of the positive test result.
- e) An employee may request and receive from the City a copy of the test result report.
- f) An employee may appeal a verified positive result by submitting the appeal in writing to the MRO, within three (3) working days of the employee having been notified of the positive result.
- g) The employee will be responsible for all costs associated with conducting any requested retest.

**VIII. Disciplinary Action.** Any violation of the City's substance abuse policy, including a verified positive drug or confirmed alcohol test, will result in discipline up to and including termination of employment.

#### **IX. Investigation**

- a) To ensure that illegal drugs and alcohol do not enter or affect the workplace, the City reserves the right to search all vehicles, containers, lockers or other items on City property in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon City request.
- b) In accordance with applicable laws, City management may search, review or inspect any of the following, without prior notice:

- 1) Any personal property brought onto City-owned or leased grounds; and
  - 2) Any City property assigned to the employee, including City computers, including all electronic mail, internet usage logs and electronic documents.
- c) Searches of employee property will only be conducted when reasonable suspicion of violation of City or department policies or regulations is suspected.
- d) All searches must be authorized by the department director and the City Manager.
- e) The City will turn over all confiscated drugs to the proper law enforcement authorities. Further, the City will cooperate with and may enlist the services of the proper law enforcement authorities in the course of any investigation.

**X. Arrest for or Conviction of Drug-Related Crime**

- a) With respect to any employee arrested or convicted of a drug-related crime, the City may investigate the circumstances and require a drug test.
- b) As a condition of employment, an employee shall notify the City's Designated Employee Representative (DER) of any criminal drug statute conviction or for any plea of guilty, *nolo contendere* or suspended imposition of sentence that has been entered on a criminal drug related criminal charge. Such notice shall be given to the City in writing within five (5) days after such conviction, plea or imposition.

**XI. Confidentiality and Access to Records**

- a) All communications received by the City relevant to employee drug or alcohol tests results or otherwise received through the City's drug and alcohol testing program, are confidential communications.
- b) Results of an applicant's or employee's test for the use of illegal drugs or alcohol shall be remitted to the Human Resources Officer, who serves as the Designated Employee Representative (DER). In order to effectively address the employees with drug or alcohol problems, it will be necessary for the Human Resources Officer to consult with other persons in the process. However, such results may be disseminated only on a need-to-know basis.
- c) An employee who is the subject of a drug or alcohol test conducted under this Policy and for whom a confirmed positive test result is reported shall, upon written request, have access to any records relating to the employee's drug or alcohol test, including records of the laboratory where the testing was conducted and any records relating to the results of any relevant certification or review by a medical review officer.
  - 1) The City may use and disclose information concerning the results of a drug or alcohol test conducted pursuant to this Policy under any of the following circumstances:
  - 2) An administrative agency proceeding or judicial proceeding under workers' compensation laws or unemployment compensation laws or under common or statutory laws where action taken by the City based on the test is relevant or is challenged.

- 3) To any federal agency or other unit of the federal government as required under federal law, regulation or order, or in accordance with compliance requirements of a federal government contract.
  - 4) To any agency of this state authorized to license individuals if the employee tested is licensed by that agency and the rules of that agency require such disclosure.
  - 5) To a substance abuse evaluation or treatment facility or professional for the purpose of evaluation or treatment of the employee.
- d) Employees are encouraged to approach their supervisor, department director, or the Human Resources Officer at any time with any questions they have about the City's substance abuse policy as stated herein.

Part 2: Regulated Substance Abuse Policy and Testing Procedures (FMCSA/DOT)

**I. General**

The Department of Transportation (DOT), Federal Motor Carriers Safety Administration (FMCSA) requires the City of Osawatomie (hereinafter “the City”) to establish a drug and alcohol testing program designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles. Further, the purpose of this policy is to bring the City into compliance with all regulations, which require affirmative actions to eliminate the impact of the use of controlled substances and misuse of alcohol in the workplace.

- a) This policy does not create any contractual rights in favor of employees to whom the Policy is applicable. Nor does this Policy in any way alter the at-will nature of employment or imply that discharge will occur only “for cause”.
- b) The presence of controlled substances in the body as well as the use or possession of controlled substances and/or alcoholic beverages while on City property, or in any City vehicle, or on duty, including breaks or lunch, paid or unpaid, on any shift, is strictly prohibited.
- c) Designated Employer Representative: Appendix D-1 contains the name, address, and telephone number of the Designated Employer Representative (DER). The DER is authorized by The City to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the employer consistent with the requirements of 49 CFR, part 40.
- d) This policy applies to any employee of the City who holds a Commercial Driver’s License (CDL) and uses that license to operate a commercial motor vehicle. 49 CFR, part 382.107 defines these vehicles as 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 rating 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 materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the hazardous Materials Regulations (49 CFR Part 172, Subpart F)
- e) Testing Procedures. All testing conducted under this policy will follow the procedures as set forth in 49 CFR, parts 40 and 382.
- f) Definitions. Words and phrases used in this Appendix are as defined and found in 49 CFR, parts 40.3 and 382.107.

## II. Prohibitions

- a) Alcohol.
  - 1) No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater.
  - 2) No driver shall use alcohol while performing a safety-sensitive function. This includes beverages containing alcohol or substances containing alcohol including any medication, mouthwash, food, candy, or any other substance that would cause alcohol to be present in the body.
  - 3) No driver shall perform safety-sensitive functions within four hours after using alcohol.
  - 4) No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until a post-accident alcohol test has been administered, whichever occurs first.
- b) Controlled Substances. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver has used any controlled substance.
  - 1) **ILLEGAL DRUGS:** The use of any illegal drug or any substance identified in Schedules I through V of the Controlled Substance Act is prohibited at all times unless a legal prescription has been written for the substance. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs.
  - 2) **LEGAL DRUGS:** The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a supervisor. In addition, the employee must obtain a written release from a licensed medical practitioner releasing the person to perform their job duties any time they obtain a performance-altering prescription.
  - 3) **PRESCRIPTION DRUGS:** A legally prescribed drug means that the employee has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs or prescription drugs while performing safety-sensitive functions is prohibited.
- c) Refusal to submit to a required alcohol or controlled substances test. No driver shall refuse to submit to an alcohol or controlled substance test required by 49CFR, parts 40 and 382.
- d) Behavior that Constitutes a Refusal to Test.
  - 1) Refusing to provide specimen. This includes an insufficient volume of urine without a valid medical explanation.
  - 2) Tampering with, adulterating, or substituting a specimen.

- 3) Failure to appear for testing upon notification.
  - 4) Leaving the scene of an accident without just cause prior to submitting to a test.
  - 5) Leaving collection facility prior to test completion.
  - 6) Failing to permit an observed or monitored collection when required.
  - 7) Failing to take a second test when required.
  - 8) Failing to undergo a medical examination when required.
  - 9) Failing to cooperate with any part of the testing process.
  - 10) Failing to sign Step 2 of the alcohol test form.
  - 11) Once test is underway, failing to remain at site and provide a specimen
- e) For Pre-Employment Tests, the Following Are NOT Refusals
- 1) Failure to appear for the test.
  - 2) Failure to remain at the site prior to the commencement of the test.
  - 3) Failure to provide a specimen before the test commences.

### **III. Tests Required**

- a) Pre-Employment Testing.
- 1) Any applicant offered a safety-sensitive position or an employee transferring to a safety-sensitive position must first take a pre-employment drug test. This applicant or employee must receive a verified negative test result before performing any safety-sensitive function. Details of pre-employment testing and exemptions can be found in 49 CFR, part 382.301.
  - 2) The City must request alcohol and controlled substances information from previous employers in accordance with the requirements of 49 CFR, parts 40, 382.413 and CFR 391.23 (e).
  - 3) Applicants offered a safety-sensitive position and employees transferring to a safety-sensitive position must sign release of information forms allowing the City to receive alcohol and controlled substances information from previous employers.
- b) Post-Accident Testing.
- 1) As soon as practicable following an accident the driver of a commercial motor vehicle, operating on a public road in commerce, must be tested for alcohol and controlled substances under certain conditions.
    - a) Alcohol testing must be conducted if a driver receives a citation for a moving violation within 8 hours of the accident.
    - b) Drug testing must be conducted if a driver receives a citation for a moving violation within 32 hours of the accident.



- 2) The driver who is subject to post-accident testing shall remain readily available for such testing (meaning that the employer knows where the driver is) or may be deemed by the City to have refused to submit to testing.
- 3) Nothing in this section 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 the accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- 4) Details of post-accident testing and exemptions can be found in 49 CFR, part 382.303. The following chart defines when an accident has occurred and when testing must take place.

Type of accident	Citation issued to CMV driver	Tests required
1. Human fatality	YES	YES
	NO	YES
2. Bodily injury with immediate medical treatment away from the scene	YES	YES
	NO	NO
3. Disabling damage to any motor vehicle, requiring tow away	YES	YES
	NO	NO

c) Random Testing.

- 1) All drivers that perform safety-sensitive functions are subject to random drug and alcohol testing.
- 2) Random testing will be unannounced and unpredictable; spread reasonably throughout the calendar year. Testing will be conducted at all times of the day when safety-sensitive functions are performed.
- 3) Employees are required to proceed immediately to the collection site once notified of testing.
- 4) Drug tests will be conducted anytime a safety-sensitive employee is on duty. Alcohol tests will only be conducted on an employee immediately before performing, while performing, or just after performing a safety-sensitive function.
- 5) The list of employees selected will be retained by the DER in a secure location.
- 6) Details of the random testing process can be found in 49 CFR, part 382.305.

d) Reasonable Suspicion Testing. All drivers that perform safety-sensitive functions are subject to reasonable suspicion alcohol and/or drug testing. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances that are consistent with the short-term effects of substance abuse or alcohol misuse. A trained supervisor must make the determination to test based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech

or body odors of the driver. Examples of reasonable suspicion include, but are not limited to, the following:

- 1) Physical signs and symptoms consistent with prohibited substance use or alcohol misuse.
  - 2) Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substance.
  - 3) Occurrence of a serious or potentially serious accident that may have been caused by prohibited substance abuse or alcohol misuse.
  - 4) Details of the reasonable suspicion testing process can be found in 49 CFR, part 382.307.
- e) Return-to-Duty Testing. Details of the return-to-duty testing process can be found in 49 CFR, part 40, subpart O.
- f) Follow-up Testing. Details of the follow-up testing process can be found in 49 CFR, part 40, subpart O.

#### **IV. Handling of Test Results, Confidentiality**

- a) Access to records.
- 1) Except as required by law or expressly authorized by release by an employee, the City will not release driver information that is contained in records required to be maintained under 49 CFR, parts 40 and 382.
  - 2) A driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests.
  - 3) A driver's testing records will be made available to a subsequent employer upon receipt of a written request from the driver.
  - 4) The City may disclose information required to be maintained pertaining to a driver to the decision maker in a lawsuit, grievance, or administrative proceeding initiated by or on behalf of the individual (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the driver), and arising from a positive DOT drug or alcohol test or a refusal to test (including, but not limited to, adulterated or substituted test result).

#### **V. Consequences for Drivers Engaging in Prohibited Conduct**

- a) Use of drivers who fail or refuse a drug test
- 1) General. Compliance with this drug testing policy is a condition of employment. Refusal to take a required drug test or failure of a drug test shall result in removal from performing safety-sensitive functions. Additional disciplinary action up to and including termination may result.
  - 2) Prohibitions on Use. The City will remove from performing a safety-sensitive function any employee who:

- a) Fails a drug test as verified by the Medical Review Officer (MRO), or
  - b) Refuses to take a drug test required by this policy. (See Section II.C.)
- 3) Required Referrals and Evaluation. Any applicant or employee who fails or refuses a drug test will be referred to a Substance Abuse Professional (SAP) for evaluation and treatment.
- 4) An employee may be given an opportunity to retain his or her employment, provided they first do the following:
- a) Have been evaluated by a SAP, and
  - b) Have completed the recommended evaluation/rehabilitation program successfully, and
  - c) Receive a verified negative test result on a return-to-duty test
- b) Retesting of Drug Positive Samples
- 1) General. An applicant/employee may request a retest of a positive sample, within 72 hours of notification of the positive test result from the MRO. The request may be verbal or in writing to the MRO.
  - 2) Retest Provisions. The retest will be conducted at a different SAMHSA certified laboratory. The test will be conducted on the split sample that was provided by the applicant/employee at the same time as the original sample. All costs for such testing are to be reimbursed to the City by the applicant/employee unless the result of the split sample test invalidates the result of the original test. The method of collection, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR, part 40.
  - 3) Detection Levels. Because some analysis deteriorate or are lost during freezing and/or storage, quantitation for a retest is not subject to a specific cutoff requirement but must provide data sufficient to confirm the presence of the drug or metabolite.
- c) Use of drivers who fail or refuse an alcohol test
- 1) General. Compliance with this alcohol testing policy is a condition of employment. Refusal to take a required alcohol test or failure of an alcohol test will result in removal from performing safety-sensitive functions. Additional disciplinary action up to and including termination may result.
  - 2) Refusal and Prohibited Conduct. The City will remove from performing a safety-sensitive function any employee who:
    - a) Has a confirmed alcohol test result of 0.02 or higher but less than 0.04. This driver must be removed from duty for a minimum of 24 hours. This is not a positive test requiring a SAP referral
    - b) Fails an alcohol test with a confirmed result of 0.04 or higher, or
    - c) Refuses to take an alcohol test required by this policy (See Section II.C.)

- 3) Required Referrals and Evaluation. Any employee who fails or refuses an alcohol test will be referred to a Substance Abuse Professional (SAP) for evaluation and treatment.
- 4) An employee may be given an opportunity to retain his or her employment, provided they first do the following:
  - a) Have been evaluated by a SAP, and
  - b) Have completed the recommended evaluation/rehabilitation program successfully, and
  - c) Receive a verified negative test result on a return-to-duty test
- 5) All costs associated with the evaluation and rehabilitation program are the responsibility of the employee.
- 6) Employees should consult their health insurance policy for extent of nervous, mental and substance abuse coverage.
- 7) A second positive test whether drug or alcohol or the equivalent will result in immediate termination of employment.
  
- 8) The City may impose such additional disciplinary actions as deemed appropriate. This may include removal from performing covered functions, suspension (with or without pay), and even termination.

## **VI. Investigation**

- a) To ensure that illegal drugs and alcohol do not enter or affect the workplace, the City reserves the right to search all vehicles, containers, lockers or other items on City property in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon City request.
- b) In accordance with applicable laws, City management may search, review or inspect any of the following, without prior notice:
  - 1) Any personal property, including vehicles, brought onto City-owned or leased grounds; and
  - 2) Any City property assigned to the employee, including City computers, including all electronic mail, internet usage logs and electronic documents.
- c) Searches of employee property will only be conducted when reasonable suspicion of violation of City or department policies or regulations is suspected.
- d) All searches must be authorized by the department director and the City Manager.
- e) The City will turn over all confiscated drugs to the proper law enforcement authorities. Further, the City will cooperate with and may enlist the services of the proper law enforcement authorities in the course of any investigation.

**VII. Arrest for or Conviction of Drug-Related Crime**

- a) If an employee is arrested or convicted of a drug-related crime, the City may investigate the circumstances and require a drug test.
- b) As a condition of employment, an employee shall notify the City's Designated Employee Representative (DER) of any drug-related conviction or for any plea of guilty, *nolo contendere* or suspended imposition of sentence that has been entered on a drug-related charge. The employee must give notice in writing to the City within five (5) days after such conviction, plea or imposition.

**APPENDIX D-1:  
DRUG AND ALCOHOL TESTING PROGRAM  
PERSONNEL AND SERVICES**

**1. DESIGNATED EMPLOYER REPRESENTATION (DER)**

**Primary Contact**

Ashley Kobe  
Human Resources Officer  
City Hall, 439 Main Street  
Osawatomie, Kansas 66064  
(913) 755-2146

**Secondary Contact**

Ann Elmquist  
City Clerk  
City Hall, 439 Main Street  
Osawatomie, Kansas 66064  
(913) 755-2146

**2. LOCAL COLLECTION SITE**  
As determined by the City

**3. MEDICAL REVIEW OFFICER (MRO)**

TBD

**4. CERTIFIED LABORATORY**

TBD

**5. EMPLOYEE ASSISTANCE PROGRAM (EAP)  
REFERRAL FOR SUBSTANCE ABUSE PROFESSIONAL (SAP)**

Not Currently Available

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**APPENDIX D-2:  
APPLICANT AFFIRMATION OF  
SUBSTANCE ABUSE POLICY AND TESTING PROCEDURES**

STATEMENT OF POLICY

The City of Osawatomie is committed to providing a safe, drug and alcohol free workplace for all City employees and the general public.

The City of Osawatomie is concerned with the safety and well-being of its employees. The City of Osawatomie's Drug and Alcohol Testing Program offers a helping hand to those who need it, while sending a clear message that drug or alcohol use **WILL NOT BE TOLERATED!**

It is the policy of the City of Osawatomie that all applicants, who receive a conditional offer of employment, submit to a drug test to document that they are drug free. Refusal to comply with this requirement will be considered the equivalent of receiving a confirmed "positive" result for employment and disqualification purposes. Any applicant who receives a confirmed "positive" drug screen result will have the offer of employment withdrawn and will be subject to disqualification from employment, but will be referred on to a Substance Abuse Professional (SAP). If an applicant receives a verified positive drug test results and requests a retest of the split sample, applicant agrees to reimburse the City for the cost of the retest at the rate of \$150.

AFFIRMATION OF POLICY

As an applicant for a position, I affirm that I have read and understand the City of Osawatomie's Substance Abuse and Testing Statement of Policy noted above, and I am aware that any offer of employment is conditional upon my taking a drug test and the results thereof. If hired into a position for the City of Osawatomie, I agree to abide by all provisions of the anti-drug policy as a condition of my continued employment with the City.

---

Applicant Name (Please Print)

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Applicant Signature

Date

---

City of Osawatomie Representative

Date



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**APPENDIX D-3:  
EMPLOYEE AFFIRMATION OF NON-REGULATED  
SUBSTANCE ABUSE POLICY AND TESTING PROCEDURES**

As an employee of City of Osawatomie, I affirm that I have received, read and understand the City of Osawatomie's Substance Abuse Policy and Testing Procedures. I am aware that I may be required to undergo a drug and/or alcohol screen as outlined by City of Osawatomie's policy requirements and that I will be informed prior to the drug/alcohol screen; and, that I may be referred to an education and treatment program depending on the results of the drug/alcohol screen. I agree to abide by all provisions of the anti-drug policy as a condition of my continued employment with the City. I am aware and agree that the Policy does not create any contractual rights in my favor or in any way alter the at-will nature of my employment or imply that discharge will occur only "for cause."

---

Employee Name (Please Print)

---

Employee Signature

Date

---

City of Osawatomie Representative

Date

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**APPENDIX: E-4**  
**EMPLOYEE AFFIRMATION OF REGULATED**  
**SUBSTANCE ABUSE POLICY AND TESTING PROCEDURES (DOT)**

As an employee in a safety-sensitive position, I affirm that I have received, read and understand the City of Osawatomie's Substance Abuse Policy and Testing Procedures. I am aware that I may be required to undergo a drug and/or alcohol screen as outlined by City of Osawatomie's policy requirements and that I will be informed prior to the drug/alcohol screen; and, that I may be referred to an education and treatment program depending on the results of the drug/alcohol screen. I agree to abide by all provisions of the anti-drug policy as a condition of my continued employment with the City. I am aware and agree that the Policy does not create any contractual rights in my favor or in any way alter the at-will nature of my employment or imply that discharge will occur only "for cause".

---

Employee Name (Please Print)

---

Employee Signature

Date

---

City of Osawatomie Representative

Date



**STAFF AGENDA MEMORANDUM**

**DATE OF MEETING:** December 18, 2014

**AGENDA ITEM:** **2015 Employee Increases**

**PRESENTER:** Don Cawby, City Manager

**ISSUE SUMMARY:** During the budget process, the City Council set aside approximately \$73,000 to be used for salary increases or bonuses for 2015. Attached is a sheet which shows some options for increases and the funding impact associated with each choice.

**COUNCIL ACTION NEEDED:** Review and discuss.

**STAFF RECOMMENDATION TO COUNCIL:** Staff recommends Option 6, which is a \$200 increase in the bonus and \$0.5 less per hour over the 2014 increase package.

## 2015 PAY INCREASE SCENARIOS

### *Option 3 in Proposed Budget*

	Option 1	Option 2	Option 3	Option 4	Option 5	Option 6
	.25 Rate Inc	.50 Rate Inc	2% COLA	.25 Rate Inc & \$500 Bonus	2% COLA & \$300 Bonus	.5% COLA, .10 Rate Inc, \$500 Bonus
<b>Current</b>	<b>2,515,076</b>	<b>2,558,376</b>	<b>2,601,677</b>	<b>2,576,741</b>	<b>2,588,001</b>	<b>2,594,516</b>
Salaries	2,515,076	2,558,376	2,601,677	2,576,741	2,588,001	2,594,516
Benefits	848,437	856,171	863,904	859,939	861,823	863,330
<b>Total</b>	<b>3,363,513</b>	<b>3,414,547</b>	<b>3,465,581</b>	<b>3,436,679</b>	<b>3,449,825</b>	<b>3,457,846</b>
<b>Increase</b>	<b>51,034</b>	<b>102,069</b>	<b>73,167</b>	<b>86,312</b>	<b>94,334</b>	<b>73,983</b>
<i>Salaries Only</i>	<i>1.7%</i>	<i>3.4%</i>	<i>2.5%</i>	<i>2.9%</i>	<i>3.2%</i>	<i>2.5%</i>
<i>w/ Benefits</i>	<i>1.5%</i>	<i>3.0%</i>	<i>2.2%</i>	<i>2.6%</i>	<i>2.8%</i>	<i>2.2%</i>

	General Fund	Emp Ben	Water	Electric	Spec P&R	Sewer	Golf	TOTAL
<b>Option 1</b>	27,171	5,440	4,107	5,077	3,188	3,942	2,110	<b>51,034</b>
<b>Option 2</b>	54,341	10,880	8,214	10,155	6,375	7,884	4,220	<b>102,069</b>
<b>Option 3</b>	38,287	7,733	5,999	9,457	3,039	6,179	2,473	<b>73,167</b>
<b>Option 4</b>	46,421	9,668	6,684	9,061	5,113	5,381	3,985	<b>86,312</b>
<b>Option 5</b>	49,837	10,270	7,545	11,847	4,194	7,042	3,598	<b>94,334</b>
<b>Option 6</b>	39,690	8,338	5,720	8,378	3,960	4,560	3,337	<b>73,983</b>



## STAFF AGENDA MEMORANDUM

**DATE OF MEETING:** December 18, 2014

**AGENDA ITEM:** Track Loader and Trailer

**PRESENTER:** Blake Madden, Public Works Director

**ISSUE SUMMARY:** City staff have identified the need for a track loader for the following reasons:

- 1) high demand by our crews for the one skid-steer loader that we have currently;
- 2) the anticipation of future drainage projects that will require a significant amount of earthwork;
- 3) the current skid-steer loader was not designed, nor have the horsepower to move a significant amount of earth; and
- 4) the hydraulic system on the current skid-steer loader is not sufficient to properly operate the current attachments (planer and stump grinder) owned by the City.

KC Bobcat's Municipal Rollout Program offers a deal for a track loader similar to the one for our mini-excavator that we are currently leasing. It is a one-year lease with a new replacement machine provided each year. The two proposals we have received are for \$6,000 per year and \$7,000 per year. Those estimates are attached.

By leasing this equipment, we would be able to put off leasing or buying another backhoe as the mini-excavator and this track loader would help fill that void. The City will also need to purchase another trailer to haul the loader. The estimated cost would be about \$5,000.

Although these items are below the City Manager's spending approval threshold, staff requests the Council's approval to lease a track loader instead of purchasing one, and want to make you aware of this possible major expenditure. For comparison purposes, if we purchased the larger of the two loaders (T750) on a 10-year deal at 3.5% interest, the payment would be approximately \$6,300 per year.

**COUNCIL ACTION NEEDED:** Review, provide direction and approve the recommended action by motion, if so desired.

**STAFF RECOMMENDATION TO COUNCIL:** Staff recommends leasing the larger loader (T750) for one year and then re-evaluating the cost effectiveness of lease vs. purchase during the 2015 budget process.





## Product Quotation

Quotation Number: 9783D010354

Date: 2014-11-24 09:30:11

Ship to	Bobcat Dealer	Bill To
City of Osawatomie 439 Main St. Osawatomie, KS 66064	K.C. Bobcat,Olathe,KS 1220 S HAMILTON CIRCLE OLATHE KS 66061-5371 Phone: (913) 829-4600 Fax: (913) 829-1552 ----- Contact: Derek Diederich Phone: 913-829-4600 Fax: 913-829-1552 Cellular: 913-800-0008 E Mail: ddiederich@kcbobcat.com	City of Osawatomie 439 Main St. Osawatomie, KS 66064

Description	Part No	Qty	Price Ea.	Total
<b>T650 T4 Bobcat Compact Track Loader</b>	M0271	1	\$38,238.00	\$38,238.00
74 HP Tier 4 Turbo Diesel Engine	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear			
Backup Alarm	Operator Cab			
Bob-Tach	Includes: Adjustable Suspension Seat, Top & Rear			
Bobcat Interlock Control System (BICS)	Windows, Seat Bar, Seat Belt			
Controls: Bobcat Standard	Roll Over Protective Structure (ROPS) meets SAE-J1040			
Engine/Hydraulic Systems Shutdown	& ISO 3471			
Glow Plugs (Automatically Activated)	Falling Object Protective Structure (FOPS) meets SAE-			
Horn	J1043 & ISO 3449, Level I; (Level II is available			
Instrumentation: Engine Temp and Fuel Gauges, Hourmeter,	through Bobcat Parts)			
RPM and Warning Lights	Parking Brake: Spring Applied, Pressure Released			
Lift Arm Support	(SAPR)			
	Solid Mounted Carriage with 4 Rollers			
	Spark Arrestor Exhaust System			
	Tracks: Rubber, 12.6" wide			
	Warranty: 12 Months, Unlimited Hours			
A91 Option Package	M0271-P01-A91	1	\$6,143.00	\$6,143.00
Cab enclosure with Heat and AC	Deluxe Instrument Panel			
High Flow Hydraulics	Keyless Start			
Sound Reduction	Engine Block Heater			
Hydraulic Bucket Positioning	Attachment Control Kit			
Power Bob-Tach	Cab Accessories Package			
Two Speed Travel	3-Point Seat Belt			
Advanced Control System (ACS)	M0271-R01-C03	1	\$934.00	\$934.00
Air Ride Seat 3 pt Belt	M0271-R05-C12	1	\$191.00	\$191.00
17.7" Rubber Track	M0271-R09-C02	1	\$928.00	\$928.00
Radio	M0271-R26-C02	1	\$254.00	\$254.00
80" C/I Heavy Duty Bucket	6726344	1	\$1,074.00	\$1,074.00
--- Bolt-On Teeth (8)	6737322	8	\$27.00	\$216.00
<b>Total of Items Quoted</b>				<b>\$47,978.00</b>
<b>Quote Total - US dollars</b>				<b>\$47,978.00</b>

### Notes:

Lease a year is \$6,000.00

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

<b>Customer Acceptance:</b>	<b>Purchase Order:</b> _____
<b>Authorized Signature:</b>	
<b>Print:</b> _____	<b>Sign:</b> _____ <b>Date:</b> _____

**Finance Worksheet**  
QuoteFinance



## Product Quotation

Quotation Number: 9783D010355

Date: 2014-05-14 23:11:18

Ship to	Bobcat Dealer	Bill To
City of Osawatomie 439 Main St. Osawatomie, KS 66064	K.C. Bobcat,Olathe,KS 1220 S HAMILTON CIRCLE OLATHE KS 66061-5371 Phone: (913) 829-4600 Fax: (913) 829-1552 ----- Contact: Derek Diederich Phone: 913-829-4600 Fax: 913-829-1552 Cellular: 913-800-0008 E Mail: ddiederich@kcbobcat.com	City of Osawatomie 439 Main St. Osawatomie, KS 66064

Description	Part No	Qty	Price Ea.	Total
<b>T750 Bobcat Compact Track Loader (iT4)</b>	M0181	1	\$43,591.00	\$43,591.00
85 HP Turbo Interim Tier 4 Diesel Engine	Lift Arm Support			
Air Intake Heater - Automatically Activated	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front & Rear			
Backup Alarm	Operator Cab			
Bob-Tach	Includes: Adjustable Suspension Seat, Top & Rear			
Bobcat Interlock Control System (BICS)	Windows, Seat Bar, Seat Belt			
Controls: Bobcat Standard	Roll Over Protective Structure (ROPS) meets SAE-J1040			
Engine/Hydraulic Systems Shutdown	& ISO 3471			
Horn	Falling Object Protective Structure (FOPS) meets SAE-			
Instrumentation: Engine Temp and Fuel Gauges, Hourmeter,	J1043 & ISO 3449, Level I; (Level II is available			
RPM and Warning Lights	through Bobcat Parts)			
	Parking Brake: Spring Applied, Pressure Released			
	(SAPR)			
	Tracks: Rubber, 17.7" wide			
	Warranty: 12 Months, Unlimited Hours			
Advanced Control System (ACS)	M0181-R01-C03	1	\$934.00	\$934.00
A91 Option Package	M0181-P01-A91	1	\$6,143.00	\$6,143.00
Cab Enclosure with Heat and AC	Engine Block Heater			
High Flow Hydraulics	Attachment Control Kit			
Sound Reduction	Cab Accessories Package			
Hydraulic Bucket Positioning	Two Speed Travel			
Power Bob-Tach	3-Point Seat Belt			
Deluxe Instrument Panel				
Keyless Start				
Air Ride Seat	M0181-R05-C12	1	\$191.00	\$191.00
Radio	M0181-R26-C02	1	\$254.00	\$254.00
80" C/I Heavy Duty Bucket	6726344	1	\$1,074.00	\$1,074.00
--- Bolt-On Teeth (8)	6737322	8	\$27.00	\$216.00
<b>Total of Items Quoted</b>				<b>\$52,403.00</b>
<b>Quote Total - US dollars</b>				<b>\$52,403.00</b>

**Notes:**

\$7,000,00 a year for lease.

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

<b>Customer Acceptance:</b>	<b>Purchase Order:</b> _____	
<b>Authorized Signature:</b>		
<b>Print:</b> _____	<b>Sign:</b> _____	<b>Date:</b> _____

**Finance Worksheet**  
QuoteFinance



## MEMORANDUM

**To:** Mayor and City Council  
**From:** Don Cawby, City Manager  
**Re:** **Projects & Issues Update**  
**Date:** December 18, 2014

### Projects

**Sports Complex.** Staff has completed most of the drainage work at the sports complex and they have also formed out the new bleacher pads so that if the weather turns good, they can get them poured. We don't have a contract yet with John Wendt. I just received some revised estimates from him this week that are an increase over what we previously had seen. However, I don't believe this is going to be a major obstacle, but given the changeover in personnel, we will need a few days to review and get everything back on track. I plan on having an agreement for you to review on January 8 and also hope to work with Mr. Wendt to get some of the basic project started as soon as possible, if not before the January 8<sup>th</sup> date. Time is ticking away on this project and we need to get it moving.

**Police Station Garage.** We are still working on this and have a couple of options brewing to get this moving. However, nothing can happen until we get the house out of the way. We got word this week from the owner that they should be able to move it next week, weather permitting.

**Lake Shelter House.** Last week we took down the top parts of both chimneys so the roof can be installed. We will have pictures for you on January 8, but I believe that we would should look at taking down the west chimney and creating a patio area to the west of it. On the east end, I would like to see what we can do to turn the east chimney into a limestone wall to serve as a center point for the shelter. We will have to work on how that can happen, but it should not hamper the roof going back on.

Also, we also need to pick a color for the roof. We probably need that issue to be settled as soon as possible. And I am sure you don't want me picking it.

### Issues

**RFP for Recodification.** On Monday, we received three bids from companies to do our recodification process. We will be meeting with them over the next couple of weeks and hope to have a recommendation for you on January 8<sup>th</sup>.

**Golf Course Contract.** I have been in discussions with Maxim Golf about their contract operation of the Golf Course. This would not be a lease arrangement, but instead the company would act as the General Manager of the facility and would operate the facility for us, with an incentive for increasing revenue. I

won't have a lot of specifics of operations until I get a contract, nor should we be negotiating this in public. However, I can report that Maxim has some very good approaches to maximizing revenues, improving the experience, and becoming more efficient. We also have set up a meeting for Brad to meet separately, and in person, with Maxim next week, but their CEO spoke with Brad for a while today, and I was lead to believe it went well.

**Resignation of Parks & Recreation Director.** Ryan Crowley submitted his resignation on Monday this week. Ryan's last day will be January 2<sup>nd</sup>. We will be using these next 2 short weeks to formulate a plan for covering Ryan's duties on an interim basis, most likely through basketball and indoor soccer. At the same time we are looking at the position and what changes to the job duties we might like to make and what efficiencies we might find before we seek out a new permanent replacement.

I want to thank Ryan for his work over the past 3 years and I especially appreciate the difficulties he has endured in making some necessary changes and growing programs. It is never easy to go through transition when a program is in turmoil, and he did so in a very steady fashion. I know that the City staff will also personally miss Ryan as he is a friend to all and enjoyable person to work with.

**Court Changes.** We have made the decision to change our Court Clerk operations and assign them to a full time position. We believe there are efficiencies to be achieved and we also want to provide full time availability to those using the court system. We will have more information on the changes in hours and payments available soon.

To make this change our part-time clerk position will be eliminated. Carol Gatlin's last day will be January 2. As some of you may know, Carol retired 10 years ago as the court clerk and then came back to a part-time position. We appreciate the years of service Carol has given to the City in this role.

**Upcoming Meetings/Dates**

- Dec 19 Employee Breakfast – 7:30 set up; City Hall opens at 9:00.
- Dec 25 City Hall Closed – Christmas
- Dec 26 City Hall Closed – Christmas
- Jan 1 City Hall Closed – New Year's Day
- Jan 8 City Council Meeting