



REGULAR CITY COUNCIL MEETING

1. Flag Salute - Mayor Mayfield.
2. Call the Regular City Council meeting to order – Mayor Mayfield
3. Approval of Agenda -Mayor Mayfield
4. Approval of consent agenda
 - Approval of the Minutes of May 30, 2023 Council Meeting
 - Approval of warrants in the amount of \$171,155.97
 - Approval of payroll in the amount of \$33,991.66
 - Fireworks License for Wholesale Fireworks LLC. – 101 S. First Street
 - Fireworks License for TNM Fireworks – 202 E. Main
 - Mayoral Proclamation MHS Baseball Team, MHS Track Team
 -
5. Appointment's – Mayor Mayfield
 - City Clerk – Janet Robinson
 - Assistant City Clerk – Becky Makovec
 - Treasurer – Becky Makovec
 - City Attorney – Brian Bina
 - City Judge – Brandy Roy-Bachman
 - Court Clerk – Sandy Scheele
 - Fire Chief – Chris Killough
6. 2022 Audit Report – Scott Lloyd
7. Commercial Rehab/Vogts Construction Final Payment – Rose Mary Saunders
8. PD Pay Scale Presentation – Chief Cody
9. Councilor, Department, & Staff Reports
10. Public Forum (1)
11. Motion to Adjourn Council Meeting

The next Regular City Council meeting on June 26th, 2023 @ 4:30 p.m.

Council Meeting Procedures

- Please silence your personal electronic devices (cell phones, tablets, watches, etc.). Emergency responders are to have their radios on vibrate.
- Please stand for the invocation and Pledge of Allegiance when requested by the Mayor or Vice Mayor at the beginning of the meeting.
- The council is interested in questions, concerns and comments from the public and has established a Public Forum agenda item at the beginning and end of the meeting. This is a time for individuals or groups to address the council. Generally, there is a three (3) minute presentation time allowed. Questions by councilors, mayor or city staff are not included in the three (3) minute presentation.
- (1) Presentation is limited to three (3) minutes. City Council will not act or discuss the topic at this time. Topics are limited to City Council business. Public comment is not permitted on personnel matters or legal matters. Items introduced may become agenda items at a future date.
- Please refrain from individual conversations during the council meeting & please be courteous and respectful at all times to your elected officials, appointed officials, city staff, and fellow residents. While we all may not agree, civil discourse will lead to better understanding and brighter future for our community.

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City Council Meeting
Monday, May 30th, 2023
Monday, 4:30 p.m.

The regular meeting of the City Council for the City of Marion, Kansas was held May 30th, 2023 at 203 N. 3rd, Marion, KS in the lower level at 4:30 p.m. with David Mayfield presiding as Mayor, Council Members, Zach Collett, Jerry Kline, Kevin Burkholder and Ruth Herbel. Also in attendance were City Clerk, Janet Robinson, City Administrator, Brogan Jones, Margo Yates, Officer Zach Hudlin, Interim Police Chief Duane McCarty, Gideon Cody, Darin Neufeld, Michael Powers, and Deb Gruver with the Marion County Record.

Call to Order: Mayor Mayfield called the meeting to order following the pledge of Allegiance.

Agenda: Mayor Mayfield moved to approve the agenda with the addition of 10a. Marion Strategic Plan; Herbel 2nd; Motion carried 5-0.

Approval of Consent Agenda: Herbel motioned to approve the consent agenda; Collett 2nd; motion carried 5-0.

- Approval of the minutes of May 15th, 2023 Council Meeting
- Approval of warrants in the amount of \$199,979.56
- Approval of payroll in the amount of \$ 33,634.68
- January & February Monthly Financials
- March 31st Quarterly Financial Report
-

Appointment of Gideon Cody as Police Chief: Mayor Mayfield made a motion to approve the appointment of Gideon Cody as the City of Marion Police Chief; Kline 2nd; motion carried 5-0.

Oath of Office: City Administrator Brogan Jones gave Police Chief Cody the Oath of Office.

Appointment of Terry Chizek to the Airport Board: Mayor Mayfield motioned to approve Chizek to the airport board replacing the expiring term of Bill Darrow. Herbel 2nd; motion carried 5-0.

Airport Report: Airport representative Mitch Guetterman told council members that the airport runway was in need of repairs. Guetterman stated that there were cracks in the runway that ranged from 1 inch up to 9 inches wide. Darin Neufeld explained to council members that the best solution to the issues with the runway would be cutting

out all the old and repairing with hot mix that would range from a cost of \$80,000-100,000. After discussion, Mayor Mayfield asked City Administrator Jones to bring back a plan at the next council meeting for moving forward getting the runway repaired. Neufeld will get a quote from a contractor on a cost to do the project.

Airport Grant: Neufeld told the council that aviation grants would be coming available again in September that the City should reapply for. Neufeld will keep council members updated on when the information is being sent out.

Contract mowing for properties in violation: Mayor Mayfield and Council agreed that mowing properties that were in violation should be contracted out, instead of having city employees responsible for the additional mowing. City Administrator Jones will put an ad in the paper for contract mowing.

Strategic Plan: Misti Brecker with WSU, presented council with the final Strategic Plan document. Mayor Mayfield and Council thanked Brecker for her all her work on the strategic plan and the presentation.

Councilor, Department, & Staff Reports: Herbel thanked city employees for their efforts making the park and cemetery look great. Herbel reminded everyone about the KORA/KOMA training on June 19th, 2023 at 6:30 p.m.

Community Enrichment Director: Margo Yates reminded council members of Chingawassa Days this upcoming weekend. Yates told council that during their summer road trip, news station KSN would be coming to the Marion Library on June 12th from 9:00-10:00 a.m. and invited everyone to attend.

Marion Police Department: Hudlin nothing further to report.

City Clerk: Robinson nothing further to report.

City Administrator: Jones told council that Scot Llyod would be providing budget training with city employees on June 8th, 2023 from 9:30 to 12:00. Herbel asked that the council members be involved in the 2024 budget process. Jones stated that the social media policy is in need of be updated.

Motion to adjourn: Kline motioned to adjourn the meeting; Burkholder 2nd, meeting adjourned.

David Mayfield, Mayor

Janet Robinson, City Clerk

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
CENTRAL NATIONAL BANK									
3813 56 EXPRESS TIRE & SERVICE									
INV# 5482	1	6/12/23	6/12/23	INTERSTATE BATTERY	209.95	02	02-03-5410	LIQ	1
	2			SHOP SUPPLIES	2.10	02	02-03-5410	LIQ	1
				INVOICE TOTAL	212.05				
				VENDOR TOTAL	212.05				
754 ADVANCE INSURANCE CO OF KANSAS									
060723	1	6/12/23	6/07/23	JULY 2023 PREMIUM	27.00	01	01-00-5722	LIQ	1
	2			JULY 2023 PREMIUM	18.90	01	E-PAYMNT 1309022 6/12/23 01-10-5722	LIQ	1
	3			JULY 2023 PREMIUM	16.20	01	E-PAYMNT 1309022 6/12/23 01-14-5722	LIQ	1
	4			JULY 2023 PREMIUM	2.70	02	E-PAYMNT 1309022 6/12/23 02-01-5722	LIQ	1
	5			JULY 2023 PREMIUM	5.40	02	E-PAYMNT 1309022 6/12/23 02-03-5722	LIQ	1
	6			JULY 2023 PREMIUM	21.60	02	E-PAYMNT 1309022 6/12/23 02-04-5722	LIQ	1
	7			JULY 2023 PREMIUM	10.80	02	E-PAYMNT 1309022 6/12/23 02-06-5722	LIQ	1
	8			JULY 2023 PREMIUM	3.51	01	E-PAYMNT 1309022 6/12/23 01-75-5722	LIQ	1
	9			JULY 2023 PREMIUM	10.80	02	E-PAYMNT 1309022 6/12/23 02-02-5722	LIQ	1
	10			JULY 2023 PREMIUM	5.40	01	E-PAYMNT 1309022 6/12/23 01-15-5722	LIQ	1
	11			JULY 2023 PREMIUM	5.40	01	E-PAYMNT 1309022 6/12/23 01-55-5722	LIQ	1
				INVOICE TOTAL	127.71		E-PAYMNT 1309022 6/12/23		
				VENDOR TOTAL	127.71				
1225 AIRGAS USA, LLC									
INV# 9997664794	1	6/12/23	6/09/12	RENT LARGE ACETYLENE	10.13	02	02-01-5021	LIQ	1
	2			RENT LARGE ACETYLENE	10.13	02	02-04-5021	LIQ	1
	3			RENT LARGE ACETYLENE	10.12	01	01-10-5021	LIQ	1
	4			RENT LARGE ARGON	5.06	02	02-01-5021	LIQ	1
	5			RENT LARGE ARGON	5.06	02	02-04-5021	LIQ	1
	6			RENT LARGE ARGON	5.07	01	01-10-5021	LIQ	1
	7			RENT LARGE OXYGEN	20.25	02	02-01-5021	LIQ	1
	8			RENT LARGE OXYGEN	20.25	02	02-04-5021	LIQ	1
	9			RENT LARGE OXYGEN	20.26	01	01-10-5021	LIQ	1
	10			HAZMAT	8.85	02	02-01-5021	LIQ	1
	11			HAZMAT	8.85	02	02-04-5021	LIQ	1
	12			HAZMAT	8.84	01	01-10-5021	LIQ	1
				INVOICE TOTAL	132.87				
				VENDOR TOTAL	132.87				
3945 ALL ELEMENTS AUTO AND MARINE									
INV# 3426	1	6/12/23	5/31/23	LABOR	100.00	01	01-10-5451	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	TYPE	CK SQ
	2			SHOP SUPPLIES	6.00	01	01-10-5451	LIQ	1
	3			TAX	7.95	01	01-10-5451	LIQ	1
	4			SEAL KIT	137.69	01	01-10-5458	LIQ	1
	5			LABOR	100.00	01	01-10-5458	LIQ	1
	6			SHOP SUPPLIES	6.00	01	01-10-5458	LIQ	1
	7			TAX	18.28	01	01-10-5458	LIQ	1
				INVOICE TOTAL	375.92				
				VENDOR TOTAL	375.92				
INV# 12298916			1214	ALTEC INDUSTRIES INC					
	1	6/12/23	5/24/23	BUSHING	15.20	02	02-04-5409	LIQ	1
	2			TAX	2.28	02	02-04-5409	LIQ	1
	3			FREIGHT	12.50	02	02-04-5409	LIQ	1
				INVOICE TOTAL	29.98				
				VENDOR TOTAL	29.98				
INV# 0770327406-0525			4	AT & T					
	1	6/12/23	5/25/23	WATER TOWER	78.01	02	02-02-5015	LIQ	1
				INVOICE TOTAL	78.01				
				VENDOR TOTAL	78.01				
INV# 246486			1227	BARCO MUNICIPAL PRODUCTS INC.					
	1	6/12/23	5/31/23	NO PARKING SIGN	59.90	01	01-10-5271	LIQ	1
	2			SHIPPING	33.54	01	01-10-5271	LIQ	1
				INVOICE TOTAL	93.44				
				VENDOR TOTAL	93.44				
JULY			9	BLUE CROSS/BLUE SHIELD					
	1	6/12/23	6/07/23	JULY 2023 ADMIN	581.59	152	01-00-2452	LIQ	1
							E-PAYMNT 1309023 6/12/23		
	2			JULY 2023 ADMIN	1,110.94	152	01-00-2452	LIQ	1
							E-PAYMNT 1309023 6/12/23		
	3			JULY 2023 ADMIN	595.05	152	01-00-2452	LIQ	1
							E-PAYMNT 1309023 6/12/23		
	4			JULY 2023 ADMIN	537.56	152	01-00-2452	LIQ	1
							E-PAYMNT 1309023 6/12/23		
	5			JULY 2023 POLICE	566.61	152	01-00-2452	LIQ	1
							E-PAYMNT 1309023 6/12/23		
	6			JULY 2023 POLICE	1,075.12	152	01-00-2452	LIQ	1
							E-PAYMNT 1309023 6/12/23		
	7			JULY 2023 S&A	1,822.33	152	01-00-2452	LIQ	1
							E-PAYMNT 1309023 6/12/23		
	8			JULY 2023 WATER DIST	327.91	252	02-00-2452	LIQ	1
							E-PAYMNT 1309023 6/12/23		
	9			JULY 2023 WATER PLANT	537.56	252	02-00-2452	LIQ	1
							E-PAYMNT 1309023 6/12/23		
	10			JULY 2023 WATER PLANT	566.61	252	02-00-2452	LIQ	1
							E-PAYMNT 1309023 6/12/23		
	11			JULY 2023 SEWER	566.61	252	02-00-2452	LIQ	1
							E-PAYMNT 1309023 6/12/23		

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	TYPE	CK SQ
	12			JULY 2023 ELECTRIC	575.19	252	02-00-2452	LIQ	1
	13			JULY 2023 ELECTRIC	1,183.02	252	E-PAYMNT 1309023 6/12/23 02-00-2452	LIQ	1
	14			JULY 2023 REC	537.56	152	E-PAYMNT 1309023 6/12/23 01-00-2452	LIQ	1
	15			JULY 2023 LIBRARY	609.73	152	E-PAYMNT 1309023 6/12/23 01-00-2452	LIQ	1
	16			JULY 2023 REFUSE	616.50	252	E-PAYMNT 1309023 6/12/23 02-00-2452	LIQ	1
	17			2023 JULY REFUSE	537.56	252	E-PAYMNT 1309023 6/12/23 02-00-2452	LIQ	1
	18			JULY 2023 PARK	537.56	152	E-PAYMNT 1309023 6/12/23 01-00-2452	LIQ	1
	19			JUNE 2023 REFUSE	537.56	252	E-PAYMNT 1309023 6/12/23 02-00-2452	LIQ	1
	20			JUNE 2023 POLICE	537.56	152	E-PAYMNT 1309023 6/12/23 01-00-2452	LIQ	1
				INVOICE TOTAL	13,960.13		E-PAYMNT 1309023 6/12/23		
				VENDOR TOTAL	13,960.13				
INV# 926336811				55 BORDER STATES INDUSTRIES, INC.					
	1	6/12/23	5/22/23	TYPE T FUSE LINK 20AMP	257.00	02	02-04-5020	LIQ	1
	2			TYPE T FUSE LINK 40 AMP	407.75	02	02-04-5020	LIQ	1
	3			TAX	54.85	02	02-04-5020	LIQ	1
				INVOICE TOTAL	719.60				
				VENDOR TOTAL	719.60				
MAY STATEMENT				1967 CARD SERVICES					
	1	6/12/23	6/08/23	AGRI TRAILS	10.03	01	01-00-5010	LIQ	1
	2			ATWOODS PUMP FOR FOUNTAIN	12.94	02	E-PAYMNT 1309031 6/12/23 02-02-5020	LIQ	1
	3			PRECHARGED AA	44.97	02	E-PAYMNT 1309031 6/12/23 02-02-5020	LIQ	1
	4			USPS	10.05	02	E-PAYMNT 1309031 6/12/23 02-02-5016	LIQ	1
	5			USPS	10.05	02	E-PAYMNT 1309031 6/12/23 02-02-5016	LIQ	1
	6			USPS	23.35	02	E-PAYMNT 1309031 6/12/23 02-02-5016	LIQ	1
	7			VANDERBILTS-BOOTS	163.86	02	E-PAYMNT 1309031 6/12/23 02-04-5060	LIQ	1
	8			CASEY'S-PIZZA	62.79	02	E-PAYMNT 1309031 6/12/23 02-02-5010	LIQ	1
	9			USPS	9.55	02	E-PAYMNT 1309031 6/12/23 02-02-5016	LIQ	1
	10			AMPRIDE	54.33	01	E-PAYMNT 1309031 6/12/23 01-14-5025	LIQ	1
	11			AMAZON	190.34	02	E-PAYMNT 1309031 6/12/23 02-04-5020	LIQ	1
	12			AMAZON	69.86	02	E-PAYMNT 1309031 6/12/23 02-04-5020	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	13			AMAZON	42.76	01	E-PAYMNT 1309031 6/12/23 01-10-5429	LIQ	1
	14			AMAZON-CAMERA	231.60	10	E-PAYMNT 1309031 6/12/23 10-00-5062	LIQ	1
	15			AMAZON-AA BATTERIES	21.54	10	E-PAYMNT 1309031 6/12/23 10-00-5062	LIQ	1
	16			AMAZON-MEMORY CARD	9.75	10	E-PAYMNT 1309031 6/12/23 10-00-5062	LIQ	1
	17			AMAZON-CAMERA	442.74	10	E-PAYMNT 1309031 6/12/23 10-00-5062	LIQ	1
	18			USA BLUEBOOK-CHEMICALS	899.89	02	E-PAYMNT 1309031 6/12/23 02-02-5310	LIQ	1
	19			KHP VIN INSPECTIONS	200.00	10	E-PAYMNT 1309031 6/12/23 10-00-5011	LIQ	1
	20			AMAZON-2 WAY HANDHELD RADIO	120.27	01	E-PAYMNT 1309031 6/12/23 01-10-5456	LIQ	1
	21			AMAZON-POOL DEFOAMER	86.58	01	E-PAYMNT 1309031 6/12/23 01-15-5020	LIQ	1
	22			POLICE SUPPLY-BADGE	396.21	10	E-PAYMNT 1309031 6/12/23 10-00-5062	LIQ	1
	23			GALLS-UNIFORMS	773.79	10	E-PAYMNT 1309031 6/12/23 10-00-5062	LIQ	1
	24			GALLS-UNIFORMS	824.19	10	E-PAYMNT 1309031 6/12/23 10-00-5062	LIQ	1
	25			GALLS-UNIFORMS	47.29	10	E-PAYMNT 1309031 6/12/23 10-00-5062	LIQ	1
	26			GALLS-UNIFORMS	139.75	10	E-PAYMNT 1309031 6/12/23 10-00-5062	LIQ	1
	27			ATWOODS-TAX	4.34	02	E-PAYMNT 1309031 6/12/23 02-02-5020	LIQ	1
				INVOICE TOTAL	4,902.82		E-PAYMNT 1309031 6/12/23		
				VENDOR TOTAL	4,902.82				
				522 CARLSONS' GROCERY					
MAY STATEMENT1	1	6/12/23	6/01/23	GROCERY	84.00	01	01-15-5020	LIQ	1
	2			5 GALLON WATER REFILL	4.90	01	01-05-5020	LIQ	1
	3			COFFEE FITLERS	5.09	01	01-05-5020	LIQ	1
	4			PAPER TOWELS	6.18	01	01-30-5020	LIQ	1
	5			TOILET PAPER	13.98	01	01-30-5020	LIQ	1
	6			GROCERY	95.00	01	01-15-5020	LIQ	1
	7			BEST CHOICE TOILET PAPER	18.78	01	01-15-5020	LIQ	1
	8			CLOROX CLEAN UP	6.29	01	01-15-5020	LIQ	1
	9			CLOROX TBC RAIN	6.19	01	01-15-5020	LIQ	1
	10			LYSOL DIS WIPES	8.35	01	01-15-5020	LIQ	1
				INVOICE TOTAL	248.76				
				VENDOR TOTAL	248.76				
				40 CASE & SON INSURANCE, INC.					
CHINGAWASSA DAYS	1	6/12/23	5/31/23	LIQUOR LIABILITY	800.00	01	01-15-5022	LIQ	1
	2			COMMERCIAL GENERAL LIABILITY	2,180.50	01	01-15-5022	LIQ	1
				INVOICE TOTAL	2,980.50				

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
VENDOR TOTAL					2,980.50				
MAY BILLS1			1086	CITY OF MARION					
	1	6/12/23	6/06/23	CEMETERY	23.29	01	01-30-5015	LIQ	1
	2			CITY HALL	347.70	01	01-05-5015	LIQ	1
	3			JIA	45.03	01	01-90-5015	LIQ	1
	4			FIRE	139.00	01	01-65-5015	LIQ	1
	5			PARK	56.09	01	01-15-5015	LIQ	1
	6			POLICE	45.45	01	01-14-5015	LIQ	1
	7			SEWER	970.69	02	02-03-5015	LIQ	1
	8			S&A	42.41	01	01-10-5015	LIQ	1
	9			WATER DIST	42.41	02	02-01-5015	LIQ	1
	10			ELECTRIC	161.91	02	02-04-5015	LIQ	1
	11			STREET LIGHT	1,303.61	02	02-04-5014	LIQ	1
	12			WATER PLANT	1,114.87	02	02-02-5015	LIQ	1
	13			MUSEUM	114.38	01	01-25-5015	LIQ	1
INVOICE TOTAL					4,406.84				
VENDOR TOTAL					4,406.84				
INV#304894/304836			3313	COMPLIANCE ONE					
	1	6/12/23	6/06/23	JUNE SUBSTANCE PROGRAM	4.40	02	02-02-5024	LIQ	1
	2			JUNE SUBSTANCE PROGRAM	8.80	02	02-04-5024	LIQ	1
	3			JUNE SUBSTANCE PROGRAM	15.40	01	01-10-5024	LIQ	1
	4			JUNE SUBSTANCE PROGRAM	2.20	02	02-01-5024	LIQ	1
	5			JUNE SUBSTANCE PROGRAM	4.40	02	02-06-5024	LIQ	1
	6			PRE EMPLOYMENT-CODY	79.50	01	01-14-5024	LIQ	1
	7			PRE EMPLOYMENT-NOAH SLATER	79.50	02	02-06-5024	LIQ	1
	8			PRE EMPLOYMENT-BENJAMIN SCHNEI	79.50	01	01-10-5024	LIQ	1
	9			COLLECTION SITE OVERAGE-ENSLEY	5.00	01	01-65-5024	LIQ	1
	10			COLLECTION SITE OVERAGE-JONES	5.00	01	01-00-5010	LIQ	1
INVOICE TOTAL					283.70				
VENDOR TOTAL					283.70				
MAY STATEMENT2			21	COOPERATIVE GRAIN & SUP.					
	1	6/12/23	6/08/23	FIRE FUEL	266.06	01	01-65-5025	LIQ	1
	2			PD FUEL	285.39	01	01-14-5025	LIQ	1
	3			ELECTRIC FUEL	509.27	02	02-04-5025	LIQ	1
	4			STREET AND ALLEY FUEL	806.82	01	01-10-5025	LIQ	1
	5			REFUSE FUEL	743.60	02	02-06-5025	LIQ	1
	6			WATER DIST FUEL	67.19	02	02-02-5025	LIQ	1
	7			SEWER FUEL	300.44	02	02-03-5025	LIQ	1
	8			PARK FUEL	242.01	01	01-15-5025	LIQ	1
	9			CEMETERY FUEL	248.58	01	01-30-5025	LIQ	1
	10			ADMIN FUEL	33.11	01	01-00-5025	LIQ	1
INVOICE TOTAL					3,502.47				
VENDOR TOTAL					3,502.47				
6/1/203-8/18/23			499	CULLIGAN					
	1	6/12/23	5/31/23	PE 9" SOFT RENTAL	17.75	01	01-10-5021	LIQ	1
	2			PE 9" SOFT RENTAL	17.75	02	02-04-5021	LIQ	1
	3			PE 9" SOFT RENTAL	17.75	02	02-01-5021	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
				INVOICE TOTAL	53.25				
				VENDOR TOTAL	53.25				
				3847 ENSEY, TAMMY					
BOUNCY HOUSE REIMBUR	1	6/12/23	5/30/23	BIG SKY PARTY RENTALS	390.00	01	01-11-5276	LIQ	1
				INVOICE TOTAL	390.00				
				VENDOR TOTAL	390.00				
				451 EVERGY					
5/2/23-6/1/23	1	6/12/23	6/01/23	1000 SUNFLOWER RD	29.59	02	02-04-5015	LIQ	1
	2			US50 AND SUNFLOWER	38.93	02	E-PAYMNT 1309024 6/12/23 02-04-5015	LIQ	1
	3			US 50 AND SUNFLOWER	25.45	02	E-PAYMNT 1309024 6/12/23 02-04-5015	LIQ	1
				INVOICE TOTAL	93.97		E-PAYMNT 1309024 6/12/23		
				VENDOR TOTAL	93.97				
				35 FLINT HILLS R.E.C.A.					
6/2/23	1	6/12/23	6/02/23	HWY 77 SIGN	10.40	02	02-04-5015	LIQ	1
	2			1825 UPLAND	108.09	01	E-PAYMNT 1309025 6/12/23 01-16-5015	LIQ	1
	3			PUMP STATION	151.44	02	E-PAYMNT 1309025 6/12/23 02-02-5015	LIQ	1
	4			STREET LIGHTS	232.38	02	E-PAYMNT 1309025 6/12/23 02-02-5015	LIQ	1
	5			HWY 56 AND TIMBER	45.49	02	E-PAYMNT 1309025 6/12/23 02-04-5014	LIQ	1
				INVOICE TOTAL	547.80		E-PAYMNT 1309025 6/12/23		
				VENDOR TOTAL	547.80				
				3898 KEVIN FRUECHTING					
MARION RECORD PICTUR	1	6/12/23	6/07/23	PICTURE FOR MARION RECORD AD	100.00	01	01-11-5276	LIQ	1
				INVOICE TOTAL	100.00				
				VENDOR TOTAL	100.00				
				1147 GPC&N LLC					
INV# 17709	1	6/12/23	6/07/23	MONTHLY GATEWAY AUDIT	95.00	01	01-00-5022	LIQ	1
	2			TROUBLESHOOTING AIRPORT PUMPS	118.75	01	01-00-5022	LIQ	1
	3			SET UP NEW POLICE CHIEF	71.25	01	01-14-5022	LIQ	1
	4			TROUBLESHOOT AIRPORT PUMPS	142.50	01	01-00-5022	LIQ	1
				INVOICE TOTAL	427.50				
				VENDOR TOTAL	427.50				
				66 HOCH PUBLISHING CO INC.					
6/2/23	1	6/12/23	6/01/23	ORDINANCE NO 1502	104.65	01	01-00-5028	LIQ	1
	2			ORDINANCE 1502 AFFIDAVIT	5.00	01	01-00-5028	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	TYPE	CK SQ
	3			QUARTERLY REPORT	358.80	01	01-00-5028	LIQ	1
	4			QUARTERLY REPORT AFFIDAVIT	5.00	01	01-00-5028	LIQ	1
				INVOICE TOTAL	473.45				
				VENDOR TOTAL	473.45				
				461 KANSAS ONE-CALL SYSTEM, INC					
INV# 3050367	1	6/12/23	5/31/23	REGULAR LOOCATE FEE	9.60	02	02-01-5042	LIQ	1
	2			REGULAR LOOCATE FEE	9.60	02	02-03-5042	LIQ	1
	3			REGULAR LOOCATE FEE	9.60	02	02-04-5042	LIQ	1
				INVOICE TOTAL	28.80				
				VENDOR TOTAL	28.80				
				3345 KARSTETTER & BINA, LLC					
INV# 9658	1	6/12/23	6/12/23	5/1/23 CITY ATTORNEY FEES	45.00	01	01-00-5350	LIQ	1
	2			5/4/23 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	3			5/18/23 CITY ATTORNEY FEES	45.00	01	01-00-5350	LIQ	1
	4			5/18/23 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	5			5/22/23 CITY ATTORNEY FEES	30.00	01	01-00-5350	LIQ	1
	6			5/24/23 CITY ATTORNEY FEES	45.00	01	01-00-5350	LIQ	1
	7			5/30/23 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	8			5/30/23 CITY ATTORNEY FEES	15.00	01	01-00-5350	LIQ	1
	9			5/30/23 CITY ATTORNEY FEES	75.00	01	01-00-5350	LIQ	1
				INVOICE TOTAL	300.00				
				VENDOR TOTAL	300.00				
				52 KS DEPT OF REVENUE					
MAY SALES TAX	1	6/12/23	6/07/23	MAY SALES TAX	3,577.17	01	01-07-5500	LIQ	1
							E-PAYMNT 1309026 6/12/23		
				INVOICE TOTAL	3,577.17				
				VENDOR TOTAL	3,577.17				
				3682 LIBERTY NATIONAL					
JUNE BILL	1	6/12/23	6/02/23	JUNE PREMIUM	12.00	0145	01-00-2445	LIQ	1
							E-PAYMNT 1309027 6/12/23		
	2			JUNE PREMIUM	32.59	0145	01-00-2445	LIQ	1
							E-PAYMNT 1309027 6/12/23		
				INVOICE TOTAL	44.59				
				VENDOR TOTAL	44.59				
				1423 LOCKE SUPPLY					
MAY STATEMENT	1	6/12/23	6/08/23	IN USE VERT	27.40	01	01-15-5020	LIQ	1
	2			TOGGLE SW COVER	17.52	01	01-15-5020	LIQ	1
	3			DUPLEX RECEP COVER	13.03	01	01-15-5020	LIQ	1
	4			GFI COVER GREY	10.89	01	01-15-5020	LIQ	1
	5			DEEP BOX	11.62	01	01-15-5020	LIQ	1
	6			3W PLUG	35.98	01	01-15-5020	LIQ	1
	7			INN CONN 5-2OR 125V	42.25	01	01-15-5020	LIQ	1
	8			WALL PLATE	2.67	01	01-15-5020	LIQ	1
	9			CAT JE JACK	6.44	01	01-15-5020	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	10			8 CON VG JACK	4.60	01	01-15-5020	LIQ	1
	11			SNAP IN CONN	16.04	01	01-15-5020	LIQ	1
	12			WALL PLATE	2.61	01	01-15-5020	LIQ	1
	13			TAX	17.19	01	01-15-5020	LIQ	1
	14			MED ED17 BASE	50.80	01	01-15-5020	LIQ	1
	15			TAX	5.21	01	01-15-5020	LIQ	1
	16			DEEP BOX	11.62	02	02-04-5020	LIQ	1
	17			TAX	1.05	02	02-04-5020	LIQ	1
				INVOICE TOTAL	276.92				
				VENDOR TOTAL	276.92				
				68 MARION AUTO SUPPLY					
MAY STATEMENT3	1	6/12/23	6/12/23	WIRE	13.49	01	01-10-5021	LIQ	1
	2			WIRE	12.49	01	01-10-5021	LIQ	1
	3			WIRE	12.49	01	01-10-5021	LIQ	1
	4			WIRE	12.99	01	01-10-5021	LIQ	1
	5			BRAKE PARTS CLEANER	40.68	01	01-10-5021	LIQ	1
	6			12 FT HOSE	55.99	01	01-10-5021	LIQ	1
	7			SNAP TERMINAL	3.49	01	01-10-5021	LIQ	1
	8			SCREWS	6.00	02	02-04-5021	LIQ	1
	9			ANTIFREEZE	7.59	01	01-10-5021	LIQ	1
	10			SLIME TIRE SEALANT	18.49	01	01-10-5021	LIQ	1
	11			ENR MAX 9V BATTERY	19.98	01	01-10-5021	LIQ	1
	12			BATTERY	145.00	01	01-10-5021	LIQ	1
	13			TERMINAL PROT 2PK	3.99	01	01-10-5021	LIQ	1
	14			DIELECTRIC TUNE UP	12.69	01	01-10-5021	LIQ	1
	15			TERMINAL NUT BOLT	.79	01	01-10-5021	LIQ	1
	16			CARB CHOKE CLEANER	4.49	01	01-10-5021	LIQ	1
	17			BATTERY TERM BRUSH	12.50	01	01-10-5021	LIQ	1
	18			PIN CLIP	7.69	01	01-10-5021	LIQ	1
	19			CP SCREW	27.96	01	01-10-5021	LIQ	1
	20			MISC	6.99	01	01-10-5021	LIQ	1
	21			6/12 1.5A CHARGER	34.08	01	01-10-5021	LIQ	1
	22			10A CHARGER/MAINTAINER	48.99	01	01-10-5021	LIQ	1
	23			TOWSTRAP	28.99	01	01-30-5020	LIQ	1
	24			OIL DRY	55.96	01	01-10-5021	LIQ	1
	25			HYD HOSE FITTING	21.59	01	01-10-5021	LIQ	1
	26			HYD HOSE FITTING	12.95	01	01-10-5021	LIQ	1
	27			8MXTXREEL	45.85	01	01-10-5021	LIQ	1
	28			CONTROL ARM WITH BALL	160.99	01	01-10-5443	LIQ	1
	29			NAPA SILENTGUARD FRONT	49.99	01	01-10-5448	LIQ	1
	30			DUST MASK	7.99	01	01-15-5020	LIQ	1
	31			SAFETY GLASSES	15.98	01	01-10-5021	LIQ	1
	32			SAFETY GLASSES	6.49	01	01-10-5021	LIQ	1
	33			CABLE TIE	15.99	01	01-10-5021	LIQ	1
	34			SHOP TOWELS	95.70	01	01-10-5021	LIQ	1
	35			GOJO ORANGE	12.99	01	01-10-5021	LIQ	1
	36			COUPLING	5.39	01	01-10-5021	LIQ	1
	37			ADAPTER	3.55	01	01-10-5021	LIQ	1
	38			WIPER BLADES	28.40	01	01-14-5414	LIQ	1
	39			COIL ON PLUG COIL	77.99	01	01-14-5409	LIQ	1
	40			SPARK PLUG	66.72	01	01-14-5409	LIQ	1
	41			WIND WASHER FLUED	9.18	01	01-65-5020	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	42			SHOP TOWELS	17.99	01	01-65-5020	LIQ	1
	43			1 QT 50 PRE MIX	16.98	01	01-65-5020	LIQ	1
				INVOICE TOTAL	1,266.51				
				VENDOR TOTAL	1,266.51				
				1932 MARION CO. TRANSFER STATION					
TICKETS 710149/81015	1	6/12/23	5/31/23	C&D WASTE	107.00	02	02-06-5040	LIQ	1
	2			C&D WASTE	247.50	02	02-06-5040	LIQ	1
	3			C&D WASTE	300.50	02	02-06-5040	LIQ	1
	4			RECYCLING TICKET	63.96	02	02-06-5040	LIQ	1
	5			RECYCLING TICKET	414.10	02	02-06-5040	LIQ	1
	6			RECYCLING TICKET	189.42	02	02-06-5040	LIQ	1
	7			RECYCLING TICKET	54.94	02	02-06-5040	LIQ	1
				INVOICE TOTAL	1,377.42				
				VENDOR TOTAL	1,377.42				
				3425 MARION COUNTY HARDWARE					
MAY STATEMENT4	1	6/12/23	6/12/23	ANTI THEFT TOWING KIT	44.99	01	01-65-5020	LIQ	1
	2			PADLOCK	16.99	01	01-65-5020	LIQ	1
	3			MR CLEAN ROLLER MOP	22.99	01	01-15-5020	LIQ	1
	4			PINE SOL	6.59	01	01-15-5020	LIQ	1
	5			MENS GLOVES	17.99	01	01-15-5020	LIQ	1
	6			ACE IMPACT GLOVE	23.99	01	01-15-5020	LIQ	1
	7			MC CLEAN MOP REFILL	11.99	01	01-15-5020	LIQ	1
	8			GLUE CONTACT	9.99	01	01-15-5020	LIQ	1
	9			QUICK WRING BUCKET	11.99	01	01-15-5020	LIQ	1
	10			RECEPTACLE WHITE	14.97	01	01-15-5020	LIQ	1
	11			HOLE SAW KIT	79.97	02	02-04-5020	LIQ	1
	12			STRAP EMT 1HOLE	1.59	01	01-15-5020	LIQ	1
	13			LIQTITE FIT STR 182"	5.59	01	01-15-5020	LIQ	1
	14			BLANK COVER 2GANG GRAY	4.99	01	01-15-5020	LIQ	1
	15			RECEPT DPLX	7.59	01	01-15-5020	LIQ	1
	16			BRKR GE THQL	19.98	01	01-15-5020	LIQ	1
	17			BKR SQ D QO	37.98	01	01-15-5020	LIQ	1
	18			BRKR SIEMENS	15.99	01	01-15-5020	LIQ	1
	19			BRKR SIEMENS 2P	33.98	01	01-15-5020	LIQ	1
	20			POOL SKIMMER HEAD	8.99	01	01-15-5020	LIQ	1
	21			POOL SHOCK TREATMENT 6PK	49.99	01	01-15-5020	LIQ	1
				INVOICE TOTAL	449.12				
				VENDOR TOTAL	449.12				
				1909 MARION NATIONAL BANK					
ADMIN CAR PAYMENT	1	6/12/23	6/09/23	FORD ESCAPE LEASE	4,586.76	21	21-00-5465	LIQ	1
				INVOICE TOTAL	4,586.76				
				VENDOR TOTAL	4,586.76				
				419 MARION USD 408					
POOL ASSESSMENT	1	6/12/23	5/24/23	1/2 ANNUAL POOL ASSESSMENT	50,000.00	01	01-20-5021	LIQ	1
	2			SEMI ANNUAL POOL EXPENSES	18,000.00	01	01-20-5022	LIQ	1
				INVOICE TOTAL	68,000.00				

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
				VENDOR TOTAL	68,000.00				
INV# 27830266	1	6/12/23	5/31/23	3576 MATHESON TRI-GAS INC. TELEMETRY SYSTEM	379.50	02	02-02-5046	LIQ	1
				INVOICE TOTAL	379.50				
INV# 27881611	1	6/12/23	6/02/23	OXYGEN IND BULK	3,269.96	02	02-02-5046	LIQ	1
	2			FUEL ADJUSTMENT	12.00	02	02-02-5046	LIQ	1
	3			HAZMAT CHARGE	65.00	02	02-02-5046	LIQ	1
	4			BULK FUEL SURCHARGE	185.78	02	02-02-5046	LIQ	1
	5			DRIVER AVAILABILITY CHARGE	115.00	02	02-02-5046	LIQ	1
	6			ENERGY SURCHARGE	45.19	02	02-02-5046	LIQ	1
	7			DELIVERY CHARGE	28.58	02	02-02-5046	LIQ	1
				INVOICE TOTAL	3,721.51				
				VENDOR TOTAL	4,101.01				
INV# 331954	1	6/12/23	6/01/23	324 MCPHERSON BUSINESS MACH. COPY COUNT	25.00	01	01-55-5255	LIQ	1
				INVOICE TOTAL	25.00				
				VENDOR TOTAL	25.00				
INV# 62069	1	6/12/23	5/29/23	1848 MIDWEST ELECTRIC TRANSFORMERS POLEMOUNT	590.00	02	02-04-5043	LIQ	1
	2			POLEMOUNT	12,200.00	02	02-04-5043	LIQ	1
	3			POLEMOUNT	3,105.00	02	02-04-5043	LIQ	1
	4			POLEMOUNT	495.00	02	02-04-5043	LIQ	1
	5			SALES TAX	429.25	02	02-04-5043	LIQ	1
				INVOICE TOTAL	16,819.25				
				VENDOR TOTAL	16,819.25				
INV# 978802	1	6/12/23	6/01/23	698 CHRISTIAN PEDERSEN RE ROOF SHELTER HOUSE	725.00	01	01-15-5259	LIQ	1
				INVOICE TOTAL	725.00				
				VENDOR TOTAL	725.00				
INV# 1023199801	1	6/12/23	5/27/23	1128 PITNEY BOWES MAILSTATION2	89.97	01	01-00-5016	LIQ	1
	2			POSTAGE REFILL FEE	15.98	01	E-PAYMNT 1309028 6/12/23 01-00-5016 E-PAYMNT 1309028 6/12/23	LIQ	1
				INVOICE TOTAL	105.95				
				VENDOR TOTAL	105.95				
INV# 21	1	6/12/23	5/31/23	3912 PLENERT MOWING & OUTDOOR SERVI 5/10/23 MOW AND TRIM	410.00	01	01-16-5300	LIQ	1
	2			5/23/23 MOW AND TRIM	410.00	01	01-16-5300	LIQ	1
				INVOICE TOTAL	820.00				
				VENDOR TOTAL	820.00				

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
				3687 POSTALOCITY					
JULY BILLS1	1	6/12/23	6/02/23	JULY BILLS	137.50	02	02-02-5020	LIQ	1
	2			JULY BILLS	137.50	02	02-03-5020	LIQ	1
	3			JULY BILLS	137.50	02	02-04-5020	LIQ	1
	4			JULY BILLS	137.50	02	02-06-5020	LIQ	1
	5			JULY BILLS	137.50	02	02-02-5016	LIQ	1
	6			JULY BILLS	137.50	02	02-03-5016	LIQ	1
	7			JULY BILLS	137.50	02	02-04-5016	LIQ	1
	8			JULY BILLS	137.50	02	02-06-5016	LIQ	1
					INVOICE TOTAL		1,100.00		
					VENDOR TOTAL		1,100.00		
				3069 QUILL CORPORATION					
INV# 170292349	1	6/12/23	6/02/23	HOLDER SHOP TICKET	37.99	01	01-00-5020	LIQ	1
	2			GOJO GOLD	8.49	01	01-15-5020	LIQ	1
	3			GOJO GOLD	101.88	01	01-15-5020	LIQ	1
					INVOICE TOTAL		148.36		
					VENDOR TOTAL		148.36		
				3947 RENSENHOUSE					
INV# 1996-1042993	1	6/12/23	6/02/23	1G RCP COVER	24.40	02	02-04-5020	LIQ	1
	2			2 IN 24 RAD 90D ELBOW CANTEX	93.77	02	02-04-5020	LIQ	1
	3			2 IN 450 PVC ELBOW CANTEX	18.76	02	02-04-5020	LIQ	1
	4			12 IN PUMP PLIER	42.10	01	01-10-5020	LIQ	1
	5			10 IN ADJ WRENCH	34.25	01	01-10-5020	LIQ	1
					INVOICE TOTAL		213.28		
					VENDOR TOTAL		213.28		
				3929 ROY-BACHMAN, BRANDY					
JUNE JUDGE FEE	1	6/12/23	9/09/23	JUNE JUDGE FEE	350.00	01	01-85-5001	LIQ	1
					INVOICE TOTAL		350.00		
					VENDOR TOTAL		350.00		
				3449 SCHMUCKER LUMBER INC.					
INV# 84093	1	6/12/23	5/22/23	GREEN 9" O/C METAL	855.50	01	01-15-5259	LIQ	1
	2			2" M/W SCREWS	60.00	01	01-15-5259	LIQ	1
	3			GUTTER APRON	93.80	01	01-15-5259	LIQ	1
	4			RIDGECAP	83.75	01	01-15-5259	LIQ	1
	5			12-6 R/C STAND	112.50	01	01-15-5259	LIQ	1
					INVOICE TOTAL		1,205.55		
					VENDOR TOTAL		1,205.55		
				140 STANION WHOLESALE ELECTRIC CO					
INV# 5547703	1	6/12/23	6/05/23	LEV 279S EB SHLW REC	40.25	01	01-15-5020	LIQ	1
	2			LEV 5207-S10 EB REC SGL	18.18	01	01-15-5020	LIQ	1
	3			BREAKER	229.04	01	01-15-5020	LIQ	1
	4			TAX	19.41	01	01-15-5020	LIQ	1
	5			PVC COND 10 FT	736.23	02	02-04-5020	LIQ	1
	6			ALLIED PVC	55.36	02	02-04-5020	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	7			TAX	55.42	02	02-04-5020	LIQ	1
				INVOICE TOTAL	1,153.89				
				VENDOR TOTAL	1,153.89				
INV# 16683				1962 USA BLUE BOOK					
	1	6/12/23	5/19/23	CHLORINE REAGENT SET FOR HACH	525.00	02	02-02-5020	LIQ	1
	2			2 OR 3 HOLE PUNCH	30.95	02	02-02-5020	LIQ	1
	3			HACH FLURIDE REAGENT	273.25	02	02-02-5020	LIQ	1
	4			FREIGHT	70.69	02	02-02-5020	LIQ	1
				INVOICE TOTAL	899.89				
				VENDOR TOTAL	899.89				
INV# 46171				3359 VAN DIEST SUPPLY COMPANY					
	1	6/12/23	5/31/23	IMITATOR AQUATIC	171.48	01	01-60-5310	LIQ	1
	2			IMITATOR AQUATIC	171.48	02	02-03-5310	LIQ	1
	3			IMITATOR AQUATIC	171.54	01	01-10-5305	LIQ	1
	4			AACCESS PENETRATOR	37.25	01	01-60-5310	LIQ	1
	5			AACCESS PENETRATOR	37.25	02	02-03-5310	LIQ	1
	6			AACCESS PENETRATOR	37.25	01	01-10-5305	LIQ	1
	7			REMEDY	162.98	01	01-60-5310	LIQ	1
	8			REMEDY	162.98	02	02-03-5310	LIQ	1
	9			REMEDY	163.04	01	01-10-5305	LIQ	1
	10			CB 4# AMINE	71.63	01	01-60-5310	LIQ	1
	11			CB 4# AMINE	71.63	02	02-03-5310	LIQ	1
	12			CB 4# AMINE	71.64	01	01-10-5305	LIQ	1
	13			CB 6# LV ESTER	116.36	01	01-60-5310	LIQ	1
	14			CB 6# LV ESTER	116.36	02	02-03-5310	LIQ	1
	15			CB 6# LV ESTER	116.38	01	01-10-5305	LIQ	1
	16			CB 20% PREMIUM COC	38.33	01	01-60-5310	LIQ	1
	17			CB 20% PREMIUM COC	38.33	02	02-03-5310	LIQ	1
	18			CB 20% PREMIUM COC	38.34	01	01-10-5305	LIQ	1
	19			CROSSBOW	58.13	01	01-60-5310	LIQ	1
	20			CROSSBOW	58.13	02	02-03-5310	LIQ	1
	21			CROSSBOW	58.14	01	01-10-5305	LIQ	1
				INVOICE TOTAL	1,968.65				
				VENDOR TOTAL	1,968.65				
MAY STATEMENT				3426 CARD SERVICES					
	1	6/12/23	6/08/23	PUMP POND MED	64.99	02	02-02-5020	LIQ	1
	2			TOILET PAPER MEGA	12.99	02	E-PAYMNT 1309030 6/12/23 02-02-5020	LIQ	1
	3			LED HEAD LAMP	31.99	02	E-PAYMNT 1309030 6/12/23 02-04-5020	LIQ	1
	4			AAA BATTERIES	19.99	02	E-PAYMNT 1309030 6/12/23 02-04-5020	LIQ	1
	5			LED HEAD LAMP	36.99	02	E-PAYMNT 1309030 6/12/23 02-04-5020	LIQ	1
	6			CAULK LEXEL CLEAR	27.98	01	E-PAYMNT 1309030 6/12/23 01-15-5020	LIQ	1
	7			NOZZLE FUN	9.59	01	E-PAYMNT 1309030 6/12/23 01-15-5020	LIQ	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
	8			CORILLA TAPE	14.99	01	E-PAYMNT 1309030 6/12/23 01-15-5020	LIQ	1
	9			SINGLE CUT KEY	1.79	01	E-PAYMNT 1309030 6/12/23 01-10-5020	LIQ	1
	10			ANCHOR ZINC	11.99	01	E-PAYMNT 1309030 6/12/23 01-10-5020	LIQ	1
	11			9 IN 1 RATCHET BIT DRIVER	21.99	01	E-PAYMNT 1309030 6/12/23 01-10-5020	LIQ	1
	12			AND AND ROACH KILLER	12.99	01	E-PAYMNT 1309030 6/12/23 01-10-5020	LIQ	1
	13			KEY MASTER	17.94	01	E-PAYMNT 1309030 6/12/23 01-10-5020	LIQ	1
	14			PADLOCK	31.99	02	E-PAYMNT 1309030 6/12/23 02-04-5020	LIQ	1
	15			LAM PADLOCK	26.99	02	E-PAYMNT 1309030 6/12/23 02-04-5020	LIQ	1
	16			SINGLE CUT KEY	1.79	01	E-PAYMNT 1309030 6/12/23 01-10-5020	LIQ	1
	17			PADLOCK	12.99	01	E-PAYMNT 1309030 6/12/23 01-14-5259	LIQ	1
	18			KEY BLANK	5.38	01	E-PAYMNT 1309030 6/12/23 01-14-5259	LIQ	1
	19			KEY BLANK	5.38	01	E-PAYMNT 1309030 6/12/23 01-14-5259	LIQ	1
	20			KEY SARGENT	5.98	01	E-PAYMNT 1309030 6/12/23 01-14-5259	LIQ	1
	21			TAX	2.45	01	E-PAYMNT 1309030 6/12/23 01-14-5259	LIQ	1
	22			HTH SPA DEFOAMER PINT	77.94	01	E-PAYMNT 1309030 6/12/23 01-15-5020	LIQ	1
	23			ELBOW 90 PVC40	1.99	01	E-PAYMNT 1309030 6/12/23 01-15-5020	LIQ	1
				INVOICE TOTAL	459.09				
				VENDOR TOTAL	459.09				
				3638 CARD SERVICES					
MAY STATEMENT	1	6/12/23	5/05/23	2X8 PRESSURE TREATED	11.38	01	01-15-5020 E-PAYMNT 1309029 6/12/23	LIQ	1
				INVOICE TOTAL	11.38				
				VENDOR TOTAL	11.38				
				3841 VISION CARE DIRECT					
INV# 1213006012023	1	6/12/23	5/25/23	JUNE PREMIUM	46.24	157	01-00-2457 E-PAYMNT 1309032 6/12/23	LIQ	1
	2			JUNE PREMIUM	25.46	257	02-00-2457 E-PAYMNT 1309032 6/12/23	LIQ	1
	3			JUNE PREMIUM	15.90	257	02-00-2457 E-PAYMNT 1309032 6/12/23	LIQ	1
				INVOICE TOTAL	87.60				
				VENDOR TOTAL	87.60				

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
ORDER NUMBER 217209	1	6/12/23	5/31/23	3946 VISION METERING LLC					
				VISION ST METER	136.00	02	02-04-5020	LIQ	1
	2			VISION XT METER	454.00	02	02-04-5020	LIQ	1
				INVOICE TOTAL	590.00				
				VENDOR TOTAL	590.00				
JUNE	1	6/12/23	6/02/23	3314 VYVE BROADBAND					
				INTERNET AT MUSEUM	69.95	01	01-25-5015	LIQ	1
	2			INTERNET AT AIRPORT	39.43	01	01-16-5015	LIQ	1
				INVOICE TOTAL	109.38				
				VENDOR TOTAL	109.38				
INV# 115882-1	1	6/12/23	5/26/23	99 WESTERN ASSOCIATES, INC.					
				LARGE CAR SIGN	161.60	01	01-00-5020	LIQ	1
	2			SHIPPING	20.38	01	01-00-5020	LIQ	1
				INVOICE TOTAL	181.98				
				VENDOR TOTAL	181.98				
PPMC231084	1	6/12/23	5/23/23	3943 WICHITA STATE UNIVERSITY					
				STRATEGIC PLANNING PROPOSAL	24,800.00	01	01-12-5040	LIQ	1
				INVOICE TOTAL	24,800.00				
			VENDOR TOTAL	24,800.00					
INV# 978802	1	6/12/23	6/01/23	3944 WIENS, GERALD					
				RE ROOF SHELTER HOUSE	725.00	01	01-15-5259	LIQ	1
				INVOICE TOTAL	725.00				
			VENDOR TOTAL	725.00					
REIMBURSEMENT	1	6/12/23	5/31/23	1596 MARGO YATES					
				TCT PHONE CASE	34.99	01	01-55-5020	LIQ	1
				SCREEN PROTECTOR	19.99	01	01-55-5020	LIQ	1
	3			TAX	4.67	01	01-55-5020	LIQ	1
				INVOICE TOTAL	59.65				
			VENDOR TOTAL	59.65					
INV# 40285	1	6/12/23	5/22/23	2022 YOUNG TERMITE & PEST CONTROL I					
				YEARLY TERMITE GUARANTEE	110.00	01	01-16-5259	LIQ	1
	2			FUEL CHARGE	3.00	01	01-16-5259	LIQ	1
				INVOICE TOTAL	113.00				
				VENDOR TOTAL	113.00				
6/2023	1	6/12/23	6/04/23	3868 TY ZEINER					
				AIRPORT MOWING GRASS RUNAWAYS	335.00	01	01-16-5300	LIQ	1
				INVOICE TOTAL	335.00				
			VENDOR TOTAL	335.00					

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST ID	GL ACCOUNT	CK TYPE	SQ
				CENTRAL NATIONAL BANK TOTAL	171,155.97				
				TOTAL MANUAL CHECKS	.00				
				TOTAL E-PAYMENTS	23,918.21				
				TOTAL PURCH CARDS	.00				
				TOTAL ACH PAYMENTS	.00				
				TOTAL OPEN PAYMENTS	147,237.76				
				GRAND TOTALS	171,155.97				



PROCLAMATION

Honoring Marion High School's 2023 Track Team

WHEREAS, the hard work, dedication, sportsmanship, talent and exceptional team chemistry of the 2023 Marion Track Team coached by Grant Thierolf, enabled Chance Shults to earn a 4th place finish at the Kansas State Track Meet in the pole vault event, and the 4x800 relay team, Tristen Dye, Christopher Berry, Luke Wessel and Eli Klenda earning a 10th place finish;

WHEREAS, placing 2nd in the Class 2A Kansas High School Athletic Association Track Meet brought honor to Marion High School and the City of Marion on the local and state level; and

WHEREAS, Coach Grant Thierolf, team members parents, faculty and student body at Marion High School were integral in guiding the team to success through their unwavering support;

NOW, THEREFORE, I, David Mayfield, Mayor of the City of Marion, and the entire City Council of the City of Marion, do hereby recognize and heartily congratulate the Marion High School Track Team on its outstanding accomplishment.

IN WITNESS WHEREOF, I, David Mayfield, have hereunto set my hand and caused to be affixed the great seal of the City of Marion, Kansas, on this 12th day of June, 2023.



David Mayfield, Mayor

City of Marion



PROCLAMATION

Honoring Marion High School's

2023 Marion Baseball 2nd Place Finish at the Kansas State Baseball Tournament

May 27th, 2023

WHEREAS, the hard work, dedication, sportsmanship, talent and exceptional team chemistry of the 2023 Marion High School Baseball Team coached by Mike Watts, enabled these student athletes to earn a 2nd place finish at the Kansas State Baseball Tournament; and

WHEREAS, placing 2nd in the Class 2A Kansas High School Athletic Association Baseball Tournament brought honor to Marion High School and the City of Marion on the local and state level; and

WHEREAS, Head Coach Mike Watts, Assistant Coach, Jordan Metro, team members, team members parents, faculty and student body at Marion High School were integral in guiding the team to success through their unwavering support;

NOW, THEREFORE, I, David Mayfield, Mayor of the City of Marion, and the entire City Council of the City of Marion, do hereby recognize and heartily congratulate the Marion High School Baseball Team on its outstanding accomplishment.

IN WITNESS WHEREOF, I, David Mayfield, have hereunto set my hand and caused to be affixed the great seal of the City of Marion, Kansas, on this 12th day of June, 2023.

David Mayfield, Mayor

City of Marion



I, **JANET ROBINSON**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Kansas, and faithfully discharge the duties of **CITY CLERK** of the City of Marion, Kansas. So help me God.

Janet Robinson

Subscribed and sworn to before me, this 12th day of June, 2023.

David Mayfield, Mayor

Rebecca Makovec, Assistant City Clerk



I, **REBECCA MAKOVEC**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Kansas, and faithfully discharge the duties of **ASSISTANT CITY CLERK** of the City of Marion, Kansas. So help me God.

Rebecca Makovec

Subscribed and sworn to before me, this 12th day of June, 2023.

David Mayfield, Mayor

Janet Robinson, City Clerk



I, **REBECCA MAKOVEC**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Kansas, and faithfully discharge the duties of **CITY TREASURER** of the City of Marion, Kansas. So help me God.



Rebecca Makovec

Subscribed and sworn to before me, this 12th day of June, 2023.

David Mayfield, Mayor

Janet Robinson, City Clerk



I, **REBECCA MAKOVEC**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Kansas, and faithfully discharge the duties of **CITY TREASURER** of the City of Marion, Kansas. So help me God.

Rebecca Makovec

Subscribed and sworn to before me, this 12th day of June, 2023.

David Mayfield, Mayor

Janet Robinson, City Clerk



I, **BRIAN BINA**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Kansas, and faithfully discharge the duties of **CITY ATTORNEY** of the City of Marion, Kansas. So help me God.

Brian Bina

Subscribed and sworn to before me, this 12th day of June, 2023.

David Mayfield, Mayor

Janet Robinson, City Clerk



I, **BRANDY ROY-BACHMAN**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Kansas, and faithfully discharge the duties of **CITY JUDGE** of the City of Marion, Kansas. So help me God.

Brandy Roy-Bachman

Subscribed and sworn to before me, this 12th day of June, 2023.

David Mayfield, Mayor

Janet Robinson, City Clerk



I, **SANDRA SCHEELE**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Kansas, and faithfully discharge the duties of **COURT CLERK** of the City of Marion, Kansas. So help me God.

Sandra Scheele

Subscribed and sworn to before me, this 12th day of June, 2023.

David Mayfield, Mayor

Janet Robinson, City Clerk



I, **CHRIS KILLOUGH**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Kansas, and faithfully discharge the duties of **FIRE CHIEF** of the City of Marion, Kansas. So help me God.

Chris Killough

Subscribed and sworn to before me, this 12th day of June, 2023.

David Mayfield, Mayor

Janet Robinson, City Clerk

No. 2023034

\$200.00

LICENSE

City of Marion, State of Kansas

Marion, David Lowden having paid to the Treasurer of the City of
Two Hundred and 00/100 DOLLARS,

as evidenced by the receipt therefore, and having complied with the ordinances of said city relating to

2023 Permit to Engage in the Sale of Fireworks at 202 E. Main, Marion KS 66861

is hereby authorized and licensed to

TNM Fireworks

401 N. Meridian, Newton, KS 67114

within the corporate limits of said city from 9:00 A. M. July 1, 2023

to Midnight July 4, 2023 Subject nevertheless to the provision of said ordinances.

Given under our hands and the seal of said city this 12th day of June, 2023

_____, Mayor.

_____, City Clerk.

Countersigned by _____, Treasurer.

**N.B. - THIS LICENSE IS IN
NO CASE TRANSFERABLE.**

No. 2023032

\$200.00

LICENSE

City of Marion, State of Kansas

Jacob Marietta/Lynette White having paid to the Treasurer of the City of Marion, Two Hundred and 00/100 DOLLARS,

as evidenced by the receipt therefore, and having complied with the ordinances of said city relating to

2023 Permit to Engage in the Sale of Fireworks at 101 S First, Marion KS 66861

is hereby authorized and licensed to

Wholesale Fireworks Enterprises, LLC

PO Box 780604 Wichita, KS 67278

within the corporate limits of said city from 9:00 A. M.

July 1, 2023

to Midnight July 4, 2023 Subject nevertheless to the provision of said ordinances.

Given under our hands and the seal of said city this 12th day of June, 2023

_____, Mayor.

_____, City Clerk.

Countersigned by _____ Treasurer.

**N.B. - THIS LICENSE IS IN
NO CASE TRANSFERABLE.**

Vogts Construction Company Payment Request

TO: City Of Marion
208 E. Santa Fe
Marion, KS 66861

FROM: Vogts Construction Company
709 North Main
Newton, KS 67114

PROJECT: 301 E. Main - Marion
301 East Main Street
Marion KS. 66861

ARCHITECT: Ben Moore Studio
1809 Poyntz
Manhattan, KS 66502

PERIOD TO: 06/06/2023
PROJECT NO: 22002
APPLICATION NO: 5
ARCHITECT NO: _____
CONTRACT DATE: 07/11/2022
APPLICATION DATE: 06/06/2023

CONTRACTOR'S PAYMENT REQUEST

ORIGINAL CONTRACT SUM 296,658.00
 NET CHANGE BY PHASE 0.00
 NET CHANGE BY CHANGE ORDERS -17,801.00
 CONTRACT SUM TO DATE 278,857.00
 TOTAL COMPLETED AND STORED TO DATE 278,857.00

RETAINAGE:
 0.00% OF COMPLETED WORK 0.00
 0.00% OF STORED MATERIALS 0.00

TOTAL RETAINAGE 0.00
 TOTAL EARNED LESS RETAINAGE 278,857.00
 LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER 0.00
 LESS PREVIOUS CERTIFICATES FOR PAYMENT 193,109.65
 CURRENT PAYMENT DUE 85,747.35
 BALANCE TO FINISH INCLUDING RETAINAGE 0.00
 (See Attached Pages for Continuation Worksheet Page.)

TOTAL OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Prior Months Approved Change Orders	12,199.00	-30,000.00
Current Month Change Orders	0.00	0.00
TOTALS	12,199.00	-30,000.00
Net of Approved Change Orders		-17,801.00

This document has been digitally signed, notarized, verified and a record log maintained by third party internet hosting service as per the Electronic Records and Signatures in Commerce Act.

Work covered by this Payment Request has been completed in accordance with the Contract Documents. Furthermore, all prior payment requests have been paid where payments have been received from Owner and the current payment shown is now due.

CONTRACTOR: Vogts Construction Company
 By:  Galen Unruh
 Agent of Vogts Construction Company
 Date: June 6, 2023 10:29 AM

State of: KS
 County of: Sedgwick
 Subscribed and sworn to before me this: June 6, 2023

NOTARY PUBLIC: McKenzie Anderson
 My Commission Expires: October 21, 2024



A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CERTIFICATION FOR PAY REQUEST BY ARCHITECT
 Based on on-site observations and the requested amount in this pay request, the Construction Manager/Architect certify to the Owner that to the best of their knowledge the Contractor is entitled to payment of the amount of this pay request.

AMOUNT REQUESTED \$85,747.35
 ARCHITECT: Ben Moore
 Date: 6/8/23

The AMOUNT REQUESTED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract. Ben Moore Studio
 Authorized Signator for City Of Marion
 By: _____ Date: _____

Submitted From:
Vogts Construction Company
709 North Main
Newton, KS 67114

Project:301 E. Main - Marion
Architect Number:
Print Date: 06/06/2023

Application Number: 5
Application Date: 06/06/2023
Period from: 05/04/2023 to 06/06/2023
Contractor's Project No: 22002

A Item No.	B Description of Work	C Scheduled Value	D		E Work Completed		F		G Total Complete and Stored To Date (D+E+F)	% Comp	H Balance to Finish (C-G)	I Retainage
			Previous Applications	Work In Place	This Application		Stored Material					
					Work In Place	Stored Material						
1	General Requirements	39,431.12	29,828.76	9,602.36	0.00	0.00	0.00	0.00	39,431.12	100.0000	0.00	0.00
2	Concrete	2,865.28	2,865.28	0.00	0.00	0.00	0.00	0.00	2,865.28	100.0000	0.00	0.00
3	Wood, Plastics, and Composites	58,159.36	42,479.25	15,680.11	0.00	0.00	0.00	0.00	58,159.36	100.0000	0.00	0.00
4	Thermal and Moisture Protection	100,747.96	100,747.96	0.00	0.00	0.00	0.00	0.00	100,747.96	100.0000	0.00	0.00
5	Openings	55,139.26	22,446.03	32,693.23	0.00	0.00	0.00	0.00	55,139.26	100.0000	0.00	0.00
6	Finishes	10,315.02	4,000.00	6,315.02	0.00	0.00	0.00	0.00	10,315.02	100.0000	0.00	0.00
7	Heating, Ventilating, and Air Conditioning	30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.7486	30,000.00	0.00
	Total:	\$296,658.00	\$202,367.28	\$64,290.72	\$0.00	\$0.00	\$0.00	\$0.00	\$266,658.00	89.8873%	\$30,000.00	\$0.00
Contract A Change Order 1												
1	Parapet Repair - All four sides	12,199.00	12,199.00	0.00	0.00	0.00	0.00	0.00	12,199.00	100.0000	0.00	0.00
2	Removal of HVAC/Hood from Project	-30,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0000	-30,000.00	0.00
	Change Order Total:	\$-17,801.00	\$12,199.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,199.00	-68.5299%	\$-30,000.00	\$0.00
	Project Grand Total:	\$278,857.00	\$214,566.28	\$64,290.72	\$0.00	\$0.00	\$0.00	\$0.00	\$278,857.00	100.0000%	\$0.00	\$0.00

Ben Moore Studio, LLC
PO Box 1883
Manhattan, KS 66505
7855603111
studio@benmoorestudio.com
www.benmoorestudio.com



BILL TO
City of Marion
208 E Santa Fe
Marion, Kansas 66861
United States

INVOICE 1372

DATE 06/08/2023 **TERMS** Net 30

DUE DATE 07/08/2023

PROJECT NUMBER
21-28

PROJECT NAME
301 E. Main

ACTIVITY	DESCRIPTION	RATE	AMOUNT
Charges			
70 Contract Administration		4,000.00	1,000.00

TOTAL DUE **\$1,000.00**

Ranson Financial Group, LLC

Invoice #

6/12/2023

Daryl & Megan Jones
415 Sherman
Marion, KS 66861

City of Marion, Kansas
ATTN: Janet Robinson, City Clerk
208 E. Santa Fe
Marion, KS 66861

Building Location - 301 E. Main
CDBG Project No. 21-PF-003

THANK YOU!

Grant Administration Service provided per contract	\$16,500.00
LESS Statement No. 1: Environmental	-\$2,000.00
LESS Statement No. 2	-\$7,500.00
LESS Statement No. 3	<u>-\$7,000.00</u>
Balance Remaining	\$0.00
Total Amount Due:	\$7,000.00

Project # G1080

Total Amount Due

\$7,000.00

Please Remit to: Ranson Financial Group, LLC
200 W. Douglas, Ste. 600
Wichita, KS 67202
(316)264-3400
(316)265-5403 FAX

Community Enrichment/Interim Zoning Administrator City Council Report – June 9, 2023

May 30 & 31

- Helped direct a group of ladies staying at The Elgin as to when the Museum is open.
- Attended special Marion Merchant's meeting continuing to plan for channel 3 visit on June 12.
- Assisted two more vendors for Chingawassa Days.
- Made final changes to the ad for *The Record's* tabloid and approved it for publication.
- Asked PD and City Crew to help block off street by library June 12 during channel 3 filming.
- Asked fire chief to bring fire truck to June 12 filming. Also asked about inflatable fire drill house.
- Posted new yoga class flyer in city office and community center entrance, and on Facebook.
- Assisted another two vendors for Chingawassa Days.
- Entered the new coffee shop's promo info on the state's tourism web page.
- Helped a vendor with info about arriving at the park and setting up, restroom locations, etc.
- Drove thru the park to check on things for this weekend. Pleased to see shelter house roof repair.
- Made copies of meeting information for board members for planning commission meeting.
- Working on finding soap refills that are on back-order for the park restroom soap dispensers.
- Attended planning commission meeting.
- Typed up meeting minutes from the planning commission meeting.
- Visited with businessowner about expanding current business and adding another business.
- Visited with 2 new businessowners. I'll promote them, and they'll come to Merchant's meeting.

June 5 - 8

- Drove thru the park Monday morning. Visited with Ron. Will take tents down once they dry.
- Typed up vendor list from Chingawassa Days with required info to send to state for sales tax.
- Received invoice from Ty for mowing at the airport. Turned it in to Sandy.
- Referred a caller to the museum for info, but offered for them to call me back if needed.
- Gave gals in the city office Margaret's phone number for folks calling about the Farmer's Market.
- Sent several Art in the Park applications. A couple went to vendors at Chingawassa Days.
- Drove thru the park again Tuesday morning.
- Visited with a businessowner about participating in Art in the Park as a roaming food vendor.
- Looking for a rental with a garage for someone moving back to Marion.
- Helped a resident asking about when flowers need to be picked up at the cemetery.
- Reached out to a new vendor for Art in the Park who makes fishing lures. Sent an application.
- Reminded the guys I have Art in the Park banners to go up on the highway sign when they can.
- Posting and distributing posters Tammy had made for Monday's channel 3 visit at the library.
- Determined who the big gold easel belongs to that was left on the park stage and made contact.
- Asked billboard company to let me know when the new art sheet goes up in Walton & they did.
- Let the businessowners know when the new billboard went up and noted it in my records.
- Worked with Western Associates to schedule setting up downstairs for serving dinner for 70.
- Worked with local resident to schedule family gathering following Western Associates meeting.
- Businessowner brought in plans that were drawn up to show the vision for his new business.
- Spread the word to city crew, office, and PD, to let everyone know of a lost item last weekend.
- Becky gave me info on a home that will be up for sale within the next month, by owner.
- Noticed a craft class planned in the park on Facebook so noted date to make sure park is ready.
- Attended budget training Thursday morning.
- Reached out to the newspaper asking for an invoice I haven't received.
- Attended MEDI meeting.
- Drove by two properties, one coming up for sale, and the other planning an addition.
- Promoted the event on Monday at the library when channel 3 is coming to film.

CITY OF



PERSONNEL POLICIES & GUIDELINES

*Revised & Approved March 12, 2018
Updated May 21, 2019
Updated November 30, 2021
Updated February 21, 2023*

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Welcome to your new Career

On behalf of the Citizens of Marion, Our Elected Governing Body, and the City Administration, it is our privilege to welcome you to the City of Marion. We wish you every success in your new job, and we hope that you quickly feel at home. This Handbook was developed to describe some of the expectations we have for all of our employees and what you can expect from us. We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

You are joining an organization with a long and proud history of serving our citizens and greater Marion community. Since our city's founding in 1861, the employees of the City have sought out ways to deliver the best possible service at the lowest possible costs.

As a Team, we embrace the following organizational values,

Organizational Values

- ⦿ Growth is: being open to new ideas, seeking new opportunities, looking for new and effective ways of doing things, raising our expectations, and recognizing change as an opportunity.
- ⦿ Teamwork is: knowing we all have our own talents & abilities, showing understanding, mutual respect, & trust, finding strength in unity.
- ⦿ Trust is: honoring commitments, being honest, impartial, and fair, treating everyone with dignity, tolerance, and understanding, being dependable.
- ⦿ Communication is: listening and insuring what we are saying is being heard, knowing it's OK to say I don't understand, knowing we communicate with our appearance, actions and words.
- ⦿ Service is: what we do every day as part of the job, how we do our job as how well we do our job, responding promptly and effectively, showing respect, compassion, and letting people know We Care.
- ⦿ Professionalism is: maintaining self control in all situations, being a positive role model, treating all people the way you want to be treated, appreciating the City, it's history, and its culture
- ⦿ Leadership is: recognizing everyone is a leader, taking Personal responsibility for your actions, taking ownership of your job, everyday, being credible, and leading by example with pride.
- ⦿ Loyalty is: being faithful and supportive of others, being there through thick and thin, believing and achieving the vision of the City of Marion, Kansas.

David Mayfield - Mayor
Jerry Kline – City Councilor
Susan Gray – City Councilor
Tiffany Jeffrey – City Clerk
Clinton Jeffrey – Chief of Police

Chris Costello – Vice Mayor
Ruth Herbel – City Councilor
Roger Holter – City Administrator
Brian Bina – City Attorney
Becky Makovec – City Treasurer

Acknowledgement of Receipt of City of Marion, Kansas Employee Handbook

I acknowledge that I have received a copy of the City of Marion Employee Handbook (“Handbook”). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as all other policies and procedures of the City of Marion.

I also understand that the purpose of this Handbook is to inform me of the City of Marion’s policies and procedures, and that it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any City of Marion employee, nor is it intended to create contractual obligations of any kind. I understand that the City of Marion has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

I expressly agree to the provisions of Dispute Resolution in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between the City and me, subject to the City’s right to seek injunctive relief. I agree to first seek to mediate any dispute with the City of Marion with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, I agree to submit the dispute to arbitration. I understand that by agreeing to arbitration I waive any right I may have to sue or seek a jury trial. The decision of the arbitrator will be final and binding.

Signature

Date

Full Name (please print)

Please sign and date one copy of this acknowledgement and return it to City Clerk. Retain a second copy for your reference. Last page of this manual is available as the signature copy to be presented to our city clerk.

PERSONNEL POLICIES AND GUIDELINES
CITY OF MARION, KANSAS

ARTICLE A. GENERAL

Equal Employment Opportunity

The City of Marion is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. Our policy reflects and affirms the City's commitment to the principles of fair employment and the elimination of all discriminatory practices.

Your Employment Relationship with the City of Marion

Like most American Cities, the City of Marion generally does not offer individual employees a formal employment contract with the City of Marion. Employment is "at will," meaning that you or the City of Marion may end your employment at any time for any lawful reason.

This Employee Handbook is not a contract. It does not create any agreement, express or implied, guaranteeing you any specific terms or conditions of employment. Nothing contained in this Handbook should be construed as creating a contract guaranteeing employment for any specific duration, nor does the Handbook obligate you to continue your employment for a specific period of time. Unless you have entered into an employment agreement or contract that supersedes this document, either you or the City of Marion may terminate the employment relationship at any time. The Handbook does not guarantee any prescribed process for discipline and discharge.

No manager or other representative of the City of Marion, other than the Governing Body of the City, has the authority to enter into any agreement guaranteeing employment for any specific period. No such agreement shall be enforceable unless it is in writing and signed by the Mayor, City Council and the employee.

A-1 Policies Established. The following policies, guidelines and other provisions for personnel administration in the City of Marion are established to:

- (a) Promote and increase the efficiency and effectiveness of city service.
- (b) Develop a program of recruitment, advancement and tenure that will make city service attractive as a career.

- (c) Establish and maintain a uniform plan of performance evaluation and compensation based upon the relative duties and responsibilities of each position to assure a fair and equitable wage or salary to all employees.
- (d) Establish and promote high morale among city employees by providing good working relationships, uniform personnel policies, and an opportunity for advancement without regard to race, color, sex, disability, religion, age, national origin or ancestry.
- (e) Establish city employment and personnel policies. These policies and guidelines do not create contractual employment rights. **All employees are considered to be at-will employees for the purposes of city employment.**

A-2 Application of Policies. These policies and guidelines shall apply to all employees in the service of the city except elected officials.

A-3 Departmental Guidelines. The head of any city department may formulate in writing reasonable guidelines for the conduct of the operations of his or her department, such as those relating to safety or operational procedures, which shall be available to all departmental employees in a consistent and fair manner. Such department guidelines shall not be less stringent than, in violation of, or in conflict with any personnel guidelines adopted by the *City Council* and shall be approved by the City Administrator.

A-4 Personnel Records. The City Clerk shall keep adequate records of all persons employed, their pay scale, time worked, accrued vacation and sick leave, all absences for vacation, sick or other leave, accrued overtime, and all other records directed to be made and maintained under these policies and guidelines or under applicable state or federal law. An employee's personnel file shall be available during office hours for inspection by that employee. The office of the City Clerk of Marion, Kansas is to be the single depository of all personnel records for the City.

A-5 Employee Attendance Policy

Absenteeism generally refers to a circumstance in which an employee is habitually absent or not present at work during a normally scheduled work hour. The employee's absences may be either scheduled or unscheduled.

- **Scheduled:** Absences typically scheduled in advance include vacation, medical appointments, military service, family activities, jury duty, funerals, and other events which cannot be scheduled outside of regular work hours.

- **Unscheduled:** Absences typically occur as a result of illness, family emergencies, transportation emergencies, family member illness and/or death, and household emergencies such as flooding.

The Department Head will designate absences are excused or unexcused.

- **Excused:** An excused absence is one which is scheduled and approved by the employee's manager in advance of the absence for such events as vacation, medical appointments, military service, jury duty, funerals, and events or activities which are scheduled outside of regular work hours. Unscheduled absences for illness, family member illness or death, and similar unanticipated circumstances may also be treated as "excused." Typically, there is no disciplinary consequence for an excused absence, unless the employee is habitually absent.
- **Unexcused:** An unexcused absence is one that is not approved by an employee's department manager or embraced in the employer's policies and procedures. It may be more likely to lead to disciplinary consequences than is an excused absence.

Absences are compensated and uncompensated.

- **Compensated:** The City of Marion provides a combination of sick days, compensatory, flex and vacation for employees. Additionally, we provide time for jury duty, bereavement, and other circumstances. Under our policy, the employee is typically paid his or her regular compensation for the days missed.
- **Uncompensated:** Absences are generally uncompensated in two sets of circumstances: (1) the employee has exhausted paid sick leave or similar paid leave and the employee must take time off from work when ill at his own expense; or (2) the employee is absent for a reason that does not fall into the employer's policy for employee leave.

The City of Marion has a policy on excessive absenteeism:

"Excessive absenteeism is defined as three (3) or more unexcused absences in any ninety (90) day period.

1. First offense - written counseling and warning that continued excessive absenteeism will lead to subsequent disciplinary action.
2. Second offense - written counseling session and warning that continued excessive absenteeism will lead to termination.
3. Third offense - termination.

A-6 FMLA and ADA Protections

Under the FMLA, employees are allowed up to 12 weeks of unpaid leave because of their own serious illness, the serious illness of a family member, or the birth or adoption of a child. The employer is obligated to return the employee to his or her former job or one that is substantially similar at the end of the leave. Leave may be taken intermittently if necessary.

The Americans with Disabilities Act requires employers to make “reasonable accommodation” for disabled employees if the employee is qualified to do the job with the accommodation. Reasonable accommodation *may* in some cases mean allowing the employee greater latitude with regard to the employee’s absences. An employer cannot penalize an employee for taking time away from work if the absence is covered by the FMLA or is a component of reasonable accommodation under the ADA best practices for addressing absenteeism.

Typically, authorized absences that are properly taken under established attendance and leave policies are not regarded as excessive and should not require FMLA or ADA protections to remain in good employment standings. Thus, for example, if vacation and sick leave policies provide 20 paid days and your

A-7. Amendment of Policies. The City reserves the right to modify any of our policies and procedures, including those covered in this Handbook, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective. These policies may be amended in the same manner as they were adopted.

ARTICLE B. POSITION CLASSIFICATIONS

B-1. Objectives and Purpose. Position classification is a system of identifying and describing different kinds of work in the organization in order to permit equal treatment in employment practices and compensation. Each city position shall, on the basis of the duties, responsibilities, skills, experience, education and training required of the position, be allocated to an appropriate class, which may include either a single position or two or more positions.

B-2. Job Descriptions. Each position shall have a concise descriptive title, a description of the essential and marginal functions (tasks) of the position and a

statement of the qualifications for filling such positions. Such descriptions shall be approved by the City Council and shall be kept on file in the office of the City Clerk and shall be open to inspection by any interested party during regular office hours.

B-3. Pay Range Plan. A pay plan, with minimum and maximum amounts of pay for each class of positions shall be adopted by the city. The pay ranges assigned to each class of positions shall be reviewed and revised annually by the City Administrator with the approval of the City Council

B-4. Maintenance of the Classification Plan. It shall be the duty of each department head to report to the City Administrator any and all organization changes that will significantly alter or affect changes in existing positions or proposed positions. The City Council shall approve all new and revised job descriptions and pay ranges for such position.

ARTICLE C. RECRUITMENT AND PROMOTION

C-1. Definitions.

- (a) *Full-time FLSA non-exempt employee* is one employed to work 1,000 hours or more in a calendar year. Our expectation is that a full-time employee will work 40 hours per work week, less time off as authorized by stated benefits of Holiday, Vacation, Leave, and Compensatory time. The workweek is any consecutive seven-day period, except as otherwise provided in Section E-1.
- (b) *Salaried FLSA Exempt employee* is one that meets the FLSA test of executive, supervisory, administrative exemption. Our expectation is that exempt employees will invest the necessary time to accomplish the goals of the City under the direction of the Administrator and City Council. Through effective leadership, it's anticipated our effective leaders will achieve the desired results with a weekly investment of 40 to 50 hours.
- (c) *Part-time FLSA non-exempt employee* is one employed to work 999 hours or less in a calendar year on a regular and continuing basis.
- (d) *Seasonal Employee* is one employed to work on a regular and/or recurring basis during a specific season or portion of a year.
- (e) *Volunteer* is a non-paid individual in the position he or she holds. When acting as a volunteer, an individual is not an employee regardless of other city employment.

C-2. Recruitment. It shall be the policy of the city to provide fair and equal opportunity to all qualified persons to enter city employment on the basis of demonstrated merit and fitness determined by fair and practical methods of selection, without regard to race, color, sex, disability, religion, age, national origin or ancestry.

C-3. Qualifications of Employment. All new applicants for any position with the city shall meet the minimum qualifications established for that position. Each applicant shall complete a job application form. A medical examination or other testing, including drug testing, may be required only after an offer of employment has been made, provided that, such exams or testing are required of all such applicants who are offered employment in similar positions or position classifications. The offer of employment is contingent upon applicant passing required tests.

C-4. Immigration Law Applicable to All Employees

The City of Marion complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form I-9). If you cannot verify your right to work in the United States within three (3) days of hire, the City of Marion is required by law to terminate your employment.

C-5. Training Period.

To help you become familiar with the City of Marion and our way of doing things, the City of Marion will provide an orientation and training session within the first few days after you begin work. Some of the content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, the City of Marion may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required.

- (a) Each employee, following initial employment, shall undergo a training period in order to achieve a minimum level of competency. This training period is to be limited to ninety (90) days
- (b) Each employee promoted to a classification with higher pay shall also undergo a training period in order to achieve minimal competency in the new position. An employee may be returned to the pay and position he or she held

immediately prior to the promotion or to a position with equal pay and responsibility if a minimal level of competency cannot be demonstrated within the ninety (90) day period.

C-6 Annual Training Expense limits

1. Employees - Department heads may approve training for their staff up to \$250 per event which would include registration fees, mileage, meals and lodging and must be part of the employee's job responsibilities and planned training schedule. Over \$250 to \$1,000 must be approved by department head and city administrator and meet the same criteria.
2. Department Heads and other staff – Same as above and approved by city administrator up to \$1,000.
3. City Administrator – up to \$1,000 with same criteria.
4. Over \$1,000 per event must be approved by council and meet the criteria above.
5. Each department will develop a training budget and training schedule for each employee.
6. All employees receiving of \$1,000 or more, per event, may be required to sign a pledged service agreement based on administrations recommendation and City Council approval.

C-7. Promotion. It is the policy of the city to fill vacancies for supervisory, skilled and upper-level positions from within the ranks of present employees whenever possible. All employees seeking promotion shall be expected to meet the minimum qualification for the class to which they seek promotion. A medical examination or other testing, including drug testing, may be required only after an offer of promotion has been made, provided that, such exams or testing are required of all such employees who are offered promotions in similar positions or position classifications. The offer of promotion is contingent upon applicant passing required tests.

C-8. Nepotism.

- (a) In order to avoid favoritism or the appearance of favoritism based on family relationships, no one shall be employed in a department where the supervisor or department head is a member of their immediate family. "Immediate family" is defined to include only an employee's parents, stepparents, spouse, children, sister or brother, grandparents, grandchildren, mother or father-in-law and brothers or sisters-in-law.
- (b) In addition to the above, no person shall be employed in a position in any department if that person is a member of the immediate family of another employee within that department. Members of immediate families may be employed within the same department as a part-time or temporary employee

for no longer than 999 hours in any 12 consecutive month period or if the part time employee is a retiree from KPERS, they may earn no more than \$25,000 in any consecutive 12-month period.

- (c) If two employees within the same department marry or otherwise obtain a relationship whereby they become members of each other's immediate family, one of the employees shall be transferred to another department, if possible, without loss of pay or other benefits.

C-9. Employment Eligibility Verification. All employees initially hired after November 7, 1986, for any position with the city, shall complete an employment eligibility verification statement in compliance with the Federal Immigration Reform and Control Act of 1986.

C-10 Rehire Policy

(A) Rehiring Criteria for all Candidates

To be eligible for rehire, all former employees must

- Have resigned from their earlier employment with the City of Marion with timely notice in compliance with City of Marion policy;
- Received performance evaluations showing satisfactory performance in terms of job performance, attendance, and similar measuring factors. If an employee resigned prior to receiving an evaluation, the employee must have successfully completed the probationary period and have no disciplinary or similar record in the employee's prior employment file;
- Pass the City of Marion's current drug screening test applicable to all new hires; and
- Receive a favorable report from a background check.

(B) Rehiring within 180 Days Following the Termination Date

- **Rehire Date.** The employee will be deemed hired on the original hire date with no break in service for purposes of determining eligibility for employee benefits. For seniority purposes, if relevant, the employee will be treated as if he or she was hired on the original hire date but took a leave of absence for the period between the termination date and the rehire date.
- **Compensation.** If the employee is rehired for the same position or a comparable position to the one formerly held, the employee's compensation will be unchanged from the compensation on the termination date. If the employee is hired into a different job for which the pay level is greater or less than that of the employee's former position, the employee will receive the compensation earned by similarly situated employees in the new position.

- **Insurance and Similar Benefits.** Medical Insurance and Group Life Insurance will be restored as soon as is practicable based on the terms of the plans and the rehire date.
- **Retirement Benefits.** The rehired employee may participate in the City of Marion's retirement program, e.g., 401(k) or similar plan, as soon as is practicable based on the terms of the plan and the rehire date.
- **Accrual of Leave.** The rehired employee will accrue vacation time, personal or discretionary leave, and sick leave at the same rate as the employee accrued such leave prior to the termination date. If the employee fills a new position with a higher rate of accrual for any category of leave, the newly rehired employee will accrue such leave at the higher rate. No vacation time, personal or discretionary leave, or sick leave is accrued during the period between the termination date and the rehire date.
- **Past Accrual.** If the employee had accrued but unused leave at the time of termination and the employee was not paid for such leave at the time of termination, the accrued but unused leave will be restored to the employee.

(C) Rehiring More than 180 Calendar Days, But Less than 365 Calendar Days after the Termination Date

- **Compensation.** If the employee is rehired for the same position or a position comparable to the one formerly held, the employee's compensation will be unchanged from his or her compensation on the termination date. If the employee is hired into a different job for which the pay level is greater or less than that of the employee's former position, the employee will be entitled to the compensation earned by similarly situated employees in the new position.
- **Insurance and Similar Benefits.** Medical Insurance and Group Life Insurance will be restored as soon as is practicable based on the terms of the plans and the rehire date.
- **Retirement Benefits.** The rehired employee may participate in the City of Marion's retirement program, e.g., 401(k) or similar plan as soon as is practicable based on the terms of the plan and the rehire date.
- **Accrual of Leave.** The rehired employee will accrue vacation time, personal or discretionary time, and sick leave at the same rate as a newly hired employee. If the employee fills a new position with a higher rate of accrual for any leave, the employee will accrue such leave at the higher rate. No vacation time, personal or discretionary leave, or sick live is accrued during the period between the termination date and the rehire date.
- **Past Accrual.** The employee will not be credited with any accrued but unused leave held at the time of termination.

(D) Rehiring One Year or More after Termination

Any employee rehired more than one year after the termination date will be treated as a new hire with regard to compensation, leave, and all other terms and conditions of employment.

ARTICLE D. COMPENSATION.

D-1. Pay Plan.

- (a) The salary of each employee of the city, except those appointed officers whose salary is specifically set by ordinance, shall, at least annually, be set at an amount within the pay range of the position class the employee is assigned. An employee not performing at the level described in his/her position description may be employed at a salary below the salary range provided he/she is expected to perform at the required level within a reasonable period of time. The City Administrator shall make such determination with the advice of the appropriate department head. An employee's continued employment at the salary rate within the class assigned to him or her shall be contingent upon the provisions outlined in Section D-3.
- (b) Employees working on a part-time basis shall receive that portion of the salary assigned to their position to be determined by the actual time they work.

D-2. Pay Increases.

- (a) Pay increases shall not be routine or automatic and are subject to approval by the City Council.
- (b) Annual cost-of-living pay increases may be given as approved by the City Council.
- (c) Subject to the approval of the City Council, a department head may award a pay increase to an employee based on an annual performance evaluation submitted by the employee's immediate supervisor.
- (d) Annual longevity pay may be given at the discretion of the City Council.

D-3. Performance Evaluations.

- (a) Employee performance evaluations will be considered in determining salary increases and decreases within the limits established in the pay plan, as a factor in promotion, as a factor in determining the order of layoffs, and as a means of identifying employee who should be promoted or transferred or who, because of the low performance, should be demoted or dismissed.
- (b) An evaluation of the performance of each full-time employee, based on his or her duties, shall be prepared at the conclusion of the preceding year, no later

than April 1st each year by the employee's immediate supervisor. The evaluation shall be in writing on forms approved by the City Administrator.

Each performance review is to receive an approval by the City Administrator prior to presentation to the employee to insure fair and consistent appraisal results throughout all city departments. The supervisor shall evaluate at least quarterly any employee who has received a poor performance rating. The supervisor shall present the evaluation to the employee and allow the employee the opportunity to respond.

- (c) An evaluation of the performance of each FLSA exempt supervisor, based on his or her duties, shall be prepared at the conclusion of the preceding year, no later than April 1st each year by the City Administrator. The evaluation shall be in writing on forms approved by the City Administrator and appraisals approved by the City Council prior to presentation to the supervisor.
- (d) In the event the Council does not approve raises or cost of living increases in any budget year, the regular annual Performance Evaluations can be eliminated for the budget year in which no raises or COLA considerations are provided. The decision to waive the Performance Evaluation in this instance, only, shall be made by the City Administrator.

D-4. Pay on Termination.

- (a) An employee who is terminated shall receive his or her final paycheck on the first regularly scheduled payday following his or her termination, if practicable. If certain funds need to be delayed, the terminated employee will be advised in writing of the reason for and length of the delay, and in all cases the length of the delay shall be reasonable.
- (b) Employees, who voluntarily terminate without giving a minimum of two weeks notice, shall not be eligible to receive pay for any accrued benefits other than unused vacation. See Section E-4(a) as to employees-in-training.

D-5. Overtime Work.

- (a) Compensation for authorized overtime work shall be at the rate of one and one-half times the employee's regular rate of pay. 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 head and with the agreement of the employee, an employee may be given compensatory time off in lieu of cash payments for the overtime worked. Any compensatory time off shall be at the rate of one and one-half times the hours of overtime worked. (See Section E-12(d)). For compensation of police department authorized overtime work, refer to the Police Department Personnel Manual. The following limits shall be in place: 120 Hours for Hourly Associates and

120 for Exempt & Non-exempt Salaried Supervisory Personnel and Police Officers to encourage effective management of personal time to insure employees are rested and fully effective in their service to citizens.

- (b) To cover emergencies, back-up situations and other call-outs during non-working hours a rotating "on call" list will be used by each participating department. The persons first on the list will be called out when there is a need. When that person is not available the next person will be called and so on. The person ultimately called out will be paid at the rate of one and one-half times the employee's regular rate of pay with a minimum of two hours being paid for situations requiring physical location change for the on-call associate. Preapproved personnel exempt from FLSA who are called out will be provided comp time at the same rate in lieu of pay. If an employee is called out within two hours of the beginning of his/her shift, they will be required to only record the actual time worked during the call out. At the discretion of his/her respective supervisor & in agreement with the associate, they may be paid overtime for the recorded work during this period or he/she may elect to take the actual recorded time off at the end of his/her shift on the same day only.
- (c) Employees shall be eligible to receive overtime compensation for all hours worked in excess of their normal workweek, except for salary exempt positions throughout the City and full-time police officers as defined by (FLSA) and Department of Labor guidelines currently in force. A work period for police must be established under the Fair Labor Standards Act (FLSA). For more information see the Marion Police Department Personnel Manual.
- (d) Personnel exempt from FLSA shall not be eligible to receive overtime compensation, but may, subject to the approval of the City Administrator receive compensatory time. (See E-13 (d) Compensatory Time)
- (e) Salary exempt & non-exempt positions shall be eligible to receive flex time only for work hours in a work period that exceed 80 hours per 14-day work period. Flex time will be earned at the rate of one- and one-half hours exceeding 80 hours. Straight time credit will be given for hours earned between 80-86 hours.
- (f) Full-time police officers shall be eligible to receive overtime compensation only for work hours in a work period that exceeds 80 hours per 14-day work period or for any proportionate number of hours worked in a fewer number of days. (For additional information see Marion Police Department Personnel Manual)
- (g) When a full-time employee takes time off in the form of vacation, sick, or compensatory/flex time, and the employee works overtime in the same pay

period, the leave time taken will not reduce the amount of overtime earned in the pay period.

- (h) All overtime must be pre-approved by the employee's department head. At the time of authorization, the department head shall reach agreement with the employee whether the overtime compensation shall be in the form of additional wages or compensatory time off (see D-5 (a)). The department head shall maintain records of any overtime worked.
- (i) Upon termination of employment of an exempt or nonexempt employee, any accrued compensatory time will be paid to the employee at the final regular rate of pay received as defined in section D-5(a).

D-6. Pay Periods; Paydays. The city shall pay all employees every two weeks with checks issued on the Thursday following the two-week pay period.

D-7 Flex Time and Telecommuting – Administrative Staff

The City recognizes that many employees need flexibility in work schedules in order to meet child care and other needs. Core hours are 8:30 a.m. to 3:00 p.m. and all employees should be at work during those hours. Within the structure of the core hours, you may schedule your eight (8) hour work day as you choose, if the nature of your job permits such flexibility and your supervisor approves your schedule in advance.

The City also offers employees the opportunity to telecommute. Not all jobs are suitable for telecommuting. You may telecommute up to three (3) days per week with the approval of your supervisor and City Administrator.

D-8. Reimbursement of Travel Expenses.

The purpose of this policy is to establish guidelines for reimbursement of travel-related expenditures. The guidelines are designed to ensure consistency and fair treatment for all employees whose travel will be reimbursed or paid for by the City of Marion, Kansas. This policy will supersede and replace any existing travel, meal, or entertainment policies that are currently authorized by any department or sub-division of the City of Marion through departmental policy manuals.

Please provide requested receipts for all transportation expenditures and record on the receipt the starting and ending point for the trip and a brief description of the purpose of the trip.

Reimbursable Expenses

The following reasonable expenses will be reimbursed if they are properly approved and documented.

Personal automobiles

The use of a personal automobile is discouraged, except for regional travel. Personal vehicle travel shall be reimbursed at a stated IRS rate in effect at the time of travel. Parking and tolls should be itemized separately and receipts should be included. Reimbursement should not exceed the cost of commercial transportation, where available.

Rental cars

Automobile rentals should be limited to situations where other means of transportation are not practical, economical or available. Travelers are encouraged to choose compact or mid-sized cars whenever possible. If you need more information regarding rental cars, contact our City Clerk or Administrator.

Note: Travelers should refill gas tanks before returning the vehicles. Rental companies levy a charge for refueling, far more than the price of gas. Avoid drop charges by returning the vehicle to the renting location. Compare the cost of air travel versus driving and drop charge.

Limousine Service

Limousine service to and from airports should only be used when other means of transportation are not practical or available.

Commercial Air Travel

Commercial air travel expense is reimbursed on the basis of the actual cost incurred by the traveler using normally traveled routes. Be sure to make reservations in advance, most discounted fares are available when purchased several days prior to departure. Be flexible in selection of airlines and flight time. Air Travel requires the advanced approval of the Administrator and City Council.

Accommodations

Travelers are strongly encouraged to use standard accommodations at reasonably priced mid-market hotels or motels.

Meals and Incidentals

The City of Marion will reimburse meal and incidental expenses incurred during business related overnight travel. Incidental expenses include fees and tips for persons providing services, such as food servers, hotel housekeeping and luggage handlers. Incidental expenses do not include ground transportation, telephone calls or laundry. The City of Marion will

generally reimburse travelers for three meals a day. All restaurant receipts are required when the total meal expenses for the day exceed \$50. Individual meals over \$25 should include explanation & justification. All Meal receipts are required to include itemization.

Non-Reimbursable

- Personal entertainment expenses such as movies, games and health club membership.
- Costs incurred by failure to cancel transportation or hotel reservations
- Traffic and/or parking violation fines
- Spouse or other family member expenses
- Laundry service (unless the trip is longer than 7 days)
- Meal expenses incurred during non-overnight travel of meeting participation.

- (a) When using a city vehicle, the employee is to have the tank filled with gasoline upon returning the vehicle. The employee while using a city vehicle should also monitor all fluid levels.

ARTICLE E. ATTENDANCE AND LEAVE

E-1. Hours of Work.

- (a) *General Employees.* The normal workweek for general employees, which includes all employees other than police officers, shall be 40 hours, consisting of five, eight-hour days. Full-time personnel employed in departments operating on a 24-hour basis, other than police officers, shall work not less than eight hours per day, five days per week, on a schedule to be assigned by the department head.
- (b) *Normal Work Hours.* No employee shall be permitted to work in excess of his or her normal workweek except as authorized by the employee's department head or City Administrator.

E-2 Employee Attendance Policy

Absenteeism generally refers to a circumstance in which an employee is habitually absent or not present at work during a normally scheduled work hour. *The employee's absences may be either scheduled or unscheduled.*

- **Scheduled:** Absences typically scheduled in advance include vacation, medical appointments, military service, family activities, jury duty, funerals, and other events which cannot be scheduled outside of regular work hours.

- **Unscheduled:** Absences typically occur as a result of illness, family emergencies, transportation emergencies, family member illness and/or death, and household emergencies such as flooding.

Employers may designate absences are excused or unexcused.

- **Excused:** An excused absence is one which is scheduled and approved by the employee's manager in advance of the absence for such events as vacation, medical appointments, military service, jury duty, funerals, and events or activities which are scheduled outside of regular work hours. Unscheduled absences for illness, family member illness or death, and similar unanticipated circumstances may also be treated as "excused." Typically, there is no disciplinary consequence for an excused absence, unless the employee is habitually absent.
- **Unexcused:** An unexcused absence is one that is not approved by an employee's manager or embraced in the employer's policies and procedures. It may be more likely to lead to disciplinary consequences than is an excused absence.

Absences are compensated and uncompensated.

- **Compensated:** Most large employers provide some combination of sick days and vacation for employees. Some also provide for personal days and leave for jury duty, bereavement, and other circumstances. When the employer has such a policy, the employee is typically paid his or her regular compensation for the days missed. Many smaller employers are unable, however, to provide such a full range of leave
- **Uncompensated:** Absences are generally uncompensated in two sets of circumstances: (1) the employer does not provide paid sick leave or similar paid leave and the employee must take time off from work when ill at his own expense; or (2) the employee is absent for a reason that does not fall into the employer's policy for employee leave.

"Excessive absenteeism is defined as three (3) or more unexcused absences in any ninety (90) day period.

4. First offense - written counseling and warning that continued excessive absenteeism will lead to subsequent disciplinary action.
5. Second offense - written counseling session and warning that continued excessive absenteeism will lead to termination.
6. Third offense - termination.

E-3 Attendance and Punctuality

It is important for you to report to work on time and to avoid unnecessary absences. The City recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action, up to and including termination of employment. Excessive absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and can have a negative impact on the success of the City.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor or the city clerk. If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but in no event later than one hour before you are due at work. In the event your immediate supervisor is unavailable, you must speak with the City Clerk or City Administrator. If you must leave a voicemail, you must provide a number where your supervisor may reach you if need be.

Some, but not all, absences are compensated under the City's leave policies.

You are expected to be at your workstation at the beginning of each business day. If you are delayed, you must call your immediate supervisor to state the reason for the delay. As with absences, you must make every effort to speak directly with your supervisor, City Clerk or City Administrator. Regular delays in reporting to work will result in disciplinary action up to and including termination of employment.

E-4 Inclement Weather

The City is open for business unless there is a governmental-declared state of emergency or unless you are advised otherwise by your supervisor. There may be times when we will delay opening, and on rare occasions, we may have to close. Use common sense and your best judgment when traveling to work in inclement weather.

In the event that the City's facilities are closed by the City, employees will be paid for the day. If the City's facilities are open and you are delayed getting to work or cannot get to work at all because of inclement weather, the absence will be charged to (1) comp/sick time, (2) vacation time, or (3) unpaid time off, in that

order. You should always use your judgment about your own safety in getting to work.

When severe weather develops or is anticipated to develop during the day and a decision is made by the City to close before 5:00 p.m., you will be compensated as if you had worked to the end of your regularly scheduled hours for that day. If you elect to leave prior to the time the City closes, you will be required to use comp/sick time or vacation time in an amount equal to the number of hours between the time you left and the time the office closed.

E-5. Rest Breaks & Lunch. Employees are entitled to a rest break of 15 minutes for each four hours of work and a lunch period for any scheduled shift in excess of 5.5 hours. Length of lunch period shall be a minimum of 30 minutes. Lunch period standard length shall be defined by the Department Head for their specific department with the approval of the City Administrator. The employee's immediate supervisor shall determine the time of the rest break, usually mid-morning and mid-afternoon. Such breaks are for the refreshment of the employee and are not to be considered leave that can be adjusted to accommodate personal needs.

E-6. Holidays.

(a) The following days shall be paid holidays for city employees:

- New Year's Day, January 1 (If falls on Saturday or Sunday, the Monday after).
- *Martin Luther King Day, Third Monday in January.*
- *President's Day, Third Monday in February.*
- Memorial Day, last Monday in May.
- Independence Day, July 4 (If falls on Saturday, the Friday before; if falls on Sunday, the Monday after).
- Labor Day, first Monday in September.
- *Columbus Day, Second Monday in October.*
- Veteran's Day, November 11. (If falls on Saturday, the Friday before; if falls on Sunday, the Monday after).
- Thanksgiving Day, fourth Thursday in November.
- Day after Thanksgiving Day.
- Christmas Day, December 25 (If falls on Saturday, the Friday before; if falls on Sunday, the Monday after).
- Day after Christmas Day Holiday.

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

- (b) Employees required to work on a city observed holiday shall be granted an alternative day off or compensation at the rate of two times their normal hourly pay. If a holiday falls on an employee's regularly scheduled day off, the employee may receive a compensating day off to replace the holiday. In cases such as the holiday falls on a weekend and the city recognized holiday is on a weekday and an employee works the actual holiday, which falls on the weekend, we will then recognize that day as a holiday for the employee and they will be afforded the same compensation as stated above.
- (c) Employee shall notate timecard for alternative day by noting specific Holiday being utilized for the time off.
- (d) To be eligible to receive pay for a city holiday, an employee must not have been absent without leave either on the workday before or the workday after the holiday.

E-7. Vacation Leave.

- (a) *Full-time Employees.* Each regularly employed city employee shall be entitled to vacation with pay after one year of employment with the city. On the first year's anniversary date, the employee shall be entitled to one week of vacation. Each full-time employee employed for 2 to 9 years shall be entitled to two weeks of vacation; 10 to 19 years shall be entitled to three weeks and 20 years and more shall be entitled to four weeks of vacation. A week for vacation purposes shall be defined as the five-day workweek.
 1. Computation for vacation time shall be computed by using the employee's anniversary date of employment.
 2. Employees may take 5 days of their accumulated vacation time at their discretion at a minimum of 8 hours at a time upon approval of their department head.
 3. Any other vacation time the employee has accumulated must be taken at a minimum of 40 hours at a time. If the remaining balance is less than 40 hours it must be taken in consecutive days.
 4. In the event an employee has a special need to utilize vacation time accumulated in paragraph 3, the employee may ask for a minimum of 8 hours at a time but must be approved by their respective department

head. Special need would be considered on a case by case basis with final approval by the City Administrator.

All vacation time must be approved by the department head and failure on the part of the employee to use their vacation prior to their anniversary date will result in their loss of said time. However, hours may be carried over with supervisor authorization for a carryover period not to exceed 90 days of the employee's anniversary date. All vacation time requested must be submitted within a reasonable time period to the department head or it will be denied.

- (b) *Holiday during Vacation.* City holidays, which occur during the taking of an employee's authorized vacation leave, will not be counted as a day of vacation.
- (c) *Termination.* Upon termination, an employee shall be compensated for all earned but unused vacation leaves at their final rate of pay, subject to the maximum hours of accumulation authorized in the schedule in Section E-4 (a).

E-8. Sick Leave. Full-time employees shall be entitled to sick leave with pay for absences resulting from illness, injuries, accidents or other physical incapacity, occurring either on or off the job. No employee shall be permitted to use sick leave for any period spent on unauthorized leave. Full-time employees are entitled to sick leave with pay for physical examinations and dental work if they have provided at least one day's notice to their immediate supervisor. Leave is to only be granted for the amount of time necessary for the appointment plus travel time.

Employees may, subject to the approval of his/her supervisor, take sick leave to take care of an immediate family member while the family member is ill. Employees may also take sick leave, subject to approval of his/her supervisor, to take an immediate family member for a doctor or dentist appointment for the amount of time for the appointment and appropriate travel time; provided the employee is the only means of transportation for the family member.

- (a) *Amount of Sick Leave.* Full-time employees shall earn eight hours of sick leave for each full month of service.
- (b) *Accumulation of Sick Leave.* No employee may accrue more than 960 hours of sick leave. An employee may continue to accrue sick leave, but the hours will be credited to the Shared Sick Leave Bank.

- (c) *Computing Sick Leave.* Any absence for a fraction or part of a day that is chargeable to sick leave shall be charged in increments of not less than one quarter hour.
- (d) *Doctor's Certificate.* For sick leave in excess of three workdays, a department head may require a signed statement from a health care provider verifying the employee's inability to perform his or her assigned duties because of illness.
- (e) *Notification.* To be eligible for paid sick leave an employee, or his or her representative, shall notify his or her immediate supervisor and give the reason for the absence no later than one hour after the beginning of the first workday for which sick leave is taken unless the nature of the employee's job dictates earlier notice. In this case the departmental personnel manual may require earlier notice.
- (f) *Termination of Employment.* An employee shall not be paid for any unused sick leave upon termination of his or her employment with the city.
- (g) *Retirement.* A lump sum payment at the employee's current rate of pay will be made at the time of retirement for *accumulated sick leave up to a maximum of 240 hours.*

E-9. Shared Sick Leave. An employee may request shared sick leave if the affected employee has exhausted all of their vacation, sick leave and compensatory leave time and experiences a catastrophic illness. If there are hours available in the Shared Sick Leave Bank, hours will be withdrawn from the bank first. The requesting employee shall fill out the necessary request forms provided by the city and submit them to the City Administrator for consideration. Each request will be considered on a case by case basis. If the Shared Sick Leave Bank has been exhausted, then city employees who have a minimum of 360 hours of accumulated sick leave may, at their discretion, contribute a minimum of 8 hours or a maximum of 80 hours of their sick leave to the requesting employee. The contributing sick leave shall be on a voluntary basis only. The contributing employee shall fill out the necessary forms provided by the city in order to contribute their accumulated sick leave to the affected employee.

E-10. Maternity Leave. An employee who becomes pregnant may claim and receive maternity leave in the same manner as provided for sick leave; provided, however, that the employee may elect to utilize any accrued vacation or compensatory leave if, and to the extent, such leave is available. An employee may also take leave without pay in the same manner as any other employee on leave without pay status. Maternity leave with or without pay, following termination of the pregnancy, shall not exceed a total of 42 calendar days. If

medical complications related to the pregnancy exist, the employee may, with the approval of the department head, remain on maternity leave until released by the employee's physician. See also L-2 on reproductive health.

E-11. Funeral Leave. In the case of death of a member of an employee's immediate family (to include only the spouse, children, mother, father, stepfather, stepmother, brother, sister, grandparents, grandchildren or close relatives by marriage of the employee or employee's spouse), full-time employees shall be granted funeral leave not to exceed three consecutive working days.

E-12. Injury Leave.

- (a) All injuries occurring on the job shall be reported as soon as possible and within not more than 10 days to the employee's immediate supervisor (See Section F-4 Workers Compensation).
- (b) Any employee injured on the job shall be eligible to receive injury leave with pay during the seven-day waiting period for workers' compensation claims.

E-13. Military Leave. Military duty means training and service performed by an inductee or enlistee in the armed forces of the United States, including time spent in reporting for and returning from such training and service. It also includes active duty training as a reservist in the armed forces of the United States or as a member of the National Guard.

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

military leave, without pay, for a short tour of active duty or field training encampment. Vacation leave with pay may be taken jointly with such military training leave. (See K.S.A. 48-222)

E-14. Civil Leave.

- (a) *Civil Leave with Pay.* An employee shall be given necessary time off with pay:
- (1) when performing jury duty, (2) when 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, (3) when performing emergency civilian duty in connection with national defense, or (4) for the purpose of voting when the polls are not open at least one hour before or after the employee's scheduled hours of work.
- (b) *Civil Leave Without Pay.* If an employee is involved in a personal lawsuit either as plaintiff or as defendant in an action not related to his or her duties with the city, the employee may take leave without pay unless he or she elects to utilize any accumulated vacation leave.

E-15. Family and Medical Leave.

- (a) Upon request, any employee will be granted up to 12 weeks of unpaid family and medical leave during any 12-month period. Such leave will be available as the result of the birth, adoption or placement of a child for foster care, to care for a spouse, child or parent with a serious health condition or due to the disabling illness of the employee. Where possible, employees are required to provide at least 30 days notice before beginning to take leave. An employee may choose or the employer require that any accrued paid vacation, sick or personal leave of the employee be substituted for the 12 weeks of leave provided under the law.
- (b) *Eligibility.* An employee must have worked for the city at least 12 months and for a minimum of 1,250 hours during the previous year. When a husband and wife work for the city, the total number of weeks of leave to which both **are** entitled will be limited to 12 weeks during any 12-month period. When leave is requested as a result of a serious health condition, the employee will provide the city a certification statement issued by a health care provider. Should there be a question of validity of the certification provided by the employee the city may, at its own expense, require an opinion from a second health care provider. Where there is a conflict between the two opinions, the city may pay for the opinion from a second health care provider. Where there is a conflict between the two opinions, the city may pay for the opinion of a third

provider. The opinion of the third provider is binding on both the employee and the employer.

- (c) *Restoration*. An employee returning from family leave will be entitled to return to their position or to a position with equivalent benefits, pay and other terms and conditions of employment.
- (d) *Vacation and Sick Leave*. Employees on family leave will not accrue any seniority, vacation or sick leave benefits.
- (e) *Health Insurance Coverage*. The city will continue to provide health care coverage under the same provisions as prior to the leave. When the employee fails to return from leave, the city *may* recover the premium(s) that have been paid on behalf of the employee to maintain health care coverage. If failure to return to work is due to the continuation, recurrence, or onset of a serious health condition beyond the employee's control, the employee will not be liable for health care premiums paid while on family leave. In such cases, a certification issued by a health provider will be required.

E-16 Military Caregiver Leave

The FMLA also allows an eligible employee who is the spouse, son, daughter, parent or next of kin of a member of the Armed Forces, National Guard or Reserves or of certain recent veterans with a serious illness or injury, up to 26 weeks of unpaid leave within a 12-month period to care for the injured or ill service member or veteran. A "serious illness or injury" is generally an injury or illness incurred by the covered service member in the line of duty on active duty (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty) that may render the service member medically unfit to perform the duties of the member's office, grade, rank, or rating.

An eligible employee is entitled to a combined total of 26 workweeks of military caregiver leave and leave for any other FMLA-qualifying reason in a single 12-month period, provided that the employee may not take more than 12 weeks of leave for any other FMLA-qualifying reason during this period. (For example, in the single 12-month period an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave, but could not take 16 weeks of leave to care for a newborn child and 10 weeks of military caregiver leave.) Generally, you must give the Company at least 30 days' notice before the commencement of any military caregiver leaves.

E-17 Qualifying (Military) Exigency Leave

The FMLA also provides for up to 12 weeks of unpaid leave within a 12-month period when an eligible employee's spouse, son, daughter, or parent is on (or has been notified of an impending call to) "covered active duty" in the Armed Forces. ("Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. "Covered active duty" for members of the U.S. National Guard and Reserves means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.) The leave may also be extended to the family members of certain retired military. This leave may be used to take care of such things as child care or financial and legal arrangements necessitated by the deployment of the family member.

E-18 Other Leave.

- (a) *Meetings, Seminars.* Any employee may be granted leave with pay to attend meetings, seminars and conventions related to the employee's work for the city when such attendance is authorized by the employee's department head.
- (b) *Educational Leave.* An employee, upon written request, may be granted leave without pay for a period up to one year to further his or her education or seek specialized training, upon recommendation of the employee's department head and approval by the City Administrator.
- (c) *Leave of Absence.* An employee, upon written request, and with the recommendation of his or her department head, may be granted a leave of absence without pay for a period of up to six months, subject to the approval of the City Council.
- (d) *Compensatory Time.* Personnel who are non-exempt from FLSA who accrue compensatory time for overtime worked may utilize this leave and bank a maximum of 120 hours. Salaried exempt & non-exempt personnel accrue compensatory time for overtime worked may utilize this leave and bank a maximum of 120 hours. (See Section D-5 (a) for nonexempt personnel) Employees shall be permitted to use compensatory time on the day requested unless doing so would unduly disrupt the operations of the agency or municipal department.

E-19 Break Time for Nursing Mothers

The federal Fair Labor Standards Act (FLSA) allows employees to take reasonable, unpaid break time to express breast milk as needed for up to one (1) year after the birth of a child. The Company will provide a place for the employee

to express breast milk, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public. Employees will not be discharged or in any other manner discriminated against in exercising their rights under this policy.

E-20 Request for Leave. Except as provided in Section E-5(e) as to sick leave, all leave must be authorized in writing by the employee's department head prior to leave time being taken. A copy of each leave record, including records of sick leave taken, signed by the employee and department head, shall be maintained in the employee's personnel file.

E-21 Credits for Paid Leave. An employee, while on paid sick leave, vacation leave or other leave with pay shall continue to earn credit for sick leave and vacation leave, but no leave credit shall be earned by any employee while on leave without pay.

ARTICLE F. OTHER EMPLOYEE BENEFITS

F-1. Retirement - OASDI Benefits. All eligible employees of the city are under the federal OASDI social security system, and receive the benefits thereof in accordance with federal laws and guidelines. The cost of this benefit is paid equally by the city and the employee, with the employee contribution subject to payroll deduction.

F-2. Retirement – KPERS/KP&F Benefits. All eligible employees of the city are members of the Kansas Public Employees Retirement System (KPERS) and receive the benefits thereof in accordance with state laws and guidelines. Under current law, KPERS members contribute four percent of salary, by payroll deduction. The employer's share is determined by KPERS, and varies annually. Members of the Police Department employed as commissioned police officers are eligible for membership in the Kansas Police and Fire (KP&F) retirement system and contribute 7% of their salary by payroll deduction. The *employer's* share is determined by KP&F and varies annually.

F-3. Retirement Date. The Federal Age Discrimination in Employment Act shall be the policy for city retirement. Normal retirement benefits under KPERS and OASDI accrue at age 65. Normal retirement benefits under KP&F retirement occur at age 50 and a combination of 25 years of service.

F-4. Workers' Compensation Benefits. All employees of the city receive the benefits of the Kansas Workers' Compensation Act in accordance with such law and guidelines. The cost of this benefit is paid entirely by the employer.

To control claim costs the city has passed Resolution No. 01-06 which calls for employees to be returned to work as quickly as possible after an injury.

The city will be mindful that it is the responsibility of the physician to determine what, if any, restrictions apply to employees who are injured. It is not the physician's responsibility to determine if an injured employee can work or not work.

Department heads and/or supervisors will be responsible for finding productive work for each injured employee. Temporary restricted duty work reassignment need not be confined to the current department in which the employee is employed. Pay grade for injured employees will be rated based upon work assignment.

Following are procedures for filing Workers' Compensation Claims:

1. The employee has 10 days to submit a claim for a workers' comp injury sustained during work hours. If this claim is not submitted within the 10 days there will be sufficient reason for denial of such claim.
2. The employee will immediately report any injury they incur during work hours to their immediate supervisor. They will then be required, when feasible, to make a report to the city's claims representative or in their absence, the City Clerk, regarding their injury.
3. Employees injured during work hours, any witness to such injury and the employee's immediate supervisor shall fill out any paperwork requested of them, to include but not limited to an incident report statement.
4. Supervisors receiving an injury report from a subordinate shall immediately contact the Chief of Police or in his absence the Lt. of Investigations of the Police Department so an immediate fact-finding investigation may be conducted. The city's Safety Officer shall also be contacted so that he may investigate regarding safety procedures or the lack thereof and shall institute any safety procedures to prevent a like accident in the future.

5. Personnel who are injured during work hours shall cooperate with any investigating officer regarding the injury and shall submit to any interview requested by such officer.
6. Refusal to cooperate with any of the above procedures may result in disciplinary actions.
7. Workers Comp claims costs continue to rise and are a major expense to our city. There are several methods of controlling claims costs, but one of the most effective methods is returning employees to work as soon as possible.

The responsibility of the physician is to determine what, if any, restrictions apply to employees who are injured. It is NOT the physician's responsibility to determine whether or not an injured employee is able to work.

It is the policy of the City of Marion to aggressively return employees to work, within the restrictions provided by the physician. Department heads, managers, and/or supervisors will be responsible for finding productive work for each injured employee.

Assistance for this effort is available through our work comp carrier, KMIT, and its contracted representatives, Insurance Management Associates (IMA). Temporary restricted duty work reassignment need not be confined to the current department in which the employee is ordinarily employed. Pay grade for injured employees will be based upon temporary work assignments.

Returning injured employees to work as soon as possible benefits both the employee and the City of Marion, therefore, this policy will be enforced. Any questions concerning this policy should be addressed to City Clerk. The City of Marion has identified and created alternative or modified work duty tasks, and matching a worker's impaired physical capability from an injury to these tasks can control accidents costs, improve employee morale and productivity, and enhance our "bottom line".

F-5. KPERS/KP&F Death and Disability Benefits. All employees who are contributing members of KPERS/KP&F are eligible for the insured death and disability benefits provided by KPERS/KP&F, which is supplemental to the regular KPERS/KP&F benefits. The cost of this benefit is paid entirely by the employer. This insured death and disability benefit begins on the first day of

employment, whether or not the employee is a contributing member of KPERS/KP&F.

F-6. Unemployment Compensation. All employees receive the benefits of the Kansas Employment Security (unemployment compensation) Act in accordance with such law and guidelines. The cost of this benefit is paid entirely by the employer.

F-7. Life Insurance. All full-time employees receive a \$15,000 life insurance policy that pays double in the case of accidental death. In addition to the death benefits provided under OASDI and KPERS/KP&F, the city makes available to each employee the option of purchasing group life insurance, administered by KPERS/KP&F, 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.

F-8. Cafeteria Plan Benefits. The city shall also make available certain employee benefits for purchase with pre-tax dollars as a payroll deduction.

F-9. Health Care Program.

- (a) All full-time employees shall be eligible for the city's group health care insurance program, which begins on the first day of the month after the month of employment.
- (b) Employees and officers, other than those described in (a) above, may not participate in the city's group health care insurance program unless the employee's department head has recommended such participation and the City Administrator has approved his or her participation.
- (c) The city's paid participation in the group health care insurance plan shall be the amount necessary to pay the cost of the employee's benefits.
- (d) When an individual employee is required to contribute because of participation in the city's group health care program, the amount of such contribution shall be a payroll deduction.
- (e) All costs for health care insurance shall be paid by the employee during any period the employee: is on a leave without pay; is on suspension without pay; is on unauthorized leave; or is participating in any unlawful work stoppage.
- (f) Health care insurance coverage shall be extended to an individual who is temporarily disabled and drawing workers' compensation while serving as a city employee. The employee's share of the cost shall be deducted from any compensation due the employee in addition to workers' compensation

payments. In the event no additional compensation is due, insurance may be extended at the option of the employer.

- (g) No employee shall be entitled to a cash payment in lieu of health care insurance coverage.
- (h) The city complies with those provisions of the Federal Consolidated Omnibus Reconciliation Act of 1986 (COBRA) relating to the extension of group health care plan coverage upon termination of city employment.

F-10 Dental Health Care Program.

(a) All full-time employees shall be eligible for the city's group dental health care insurance program, which begins on the first day of the month after the month of employment.

(b) The city's paid participation in the group dental health care insurance plan shall be an amount determined by the City Council on an annual basis. This program is a shared cost benefit for employees and qualified family members.

F-11 Utility Discount Program.

(a) *All full-time employees shall be eligible for the city's utility discount program for services provided by the city at the employee's primary residence.*

(b) *The city's paid participation shall not exceed 20% of the billable usage and will be applied to the utility bill prior to issuance of the monthly bill.*

(c) *The utility discount plan shall be determined by the City Council on an annual basis. This program is a shared cost benefit for employees residing within the corporate city limits of Marion.*

ARTICLE G. DISCIPLINE

G-1. Authority to Discipline. Department heads are responsible for the conduct and effective performance of all employees under their jurisdiction and shall have the authority and the responsibility to discipline employees for violations of the city's personnel policies and any departmental guidelines.

G-2. General Policy. The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the city with the highest possible level of courteous and professional public service.

Discipline in the city organization is for the most part "self" discipline. It is the duty of employees to make a conscientious effort to work and behave in accordance

with the values, service standards, policies and guidelines of the city and the department in which they work. Each employee is expected to be self-disciplined and to work hard at being the best at what he or she does in helping the city provide a high level of public service. When an employee does not exercise adequate self-discipline or is not successful in meeting the requirements of their job, it may be necessary for his or her department head or supervisor to consider disciplinary actions to correct the problem.

An employee is subject to disciplinary action if:

- (a) The employee violates these personnel policies and guidelines, or any other written guidelines or procedures applicable to the department in which the employee works;
- (b) The employee's conduct reflects discredit to the city or hinders the effectiveness or efficiency of city operations; or
- (c) The employee has performed an act of misconduct, or has failed to perform an act that results in misconduct.

All employees are considered to be at will employees for the purpose of city employment.

G-3. Disciplinary Actions. The *City Council* officially recognizes the following types of disciplinary actions:

- (a) *Verbal Warning.* A verbal warning is an oral reprimand given to an employee by his or her supervisor or department head. A record of the warning shall be recorded in the employee's file.
- (b) *Reprimand.* A reprimand is a written notice to an employee by his or her supervisor or department head, a copy of which shall be recorded in the employee's file.
- (c) *Probation.* Probation is a trial period of a specific length of time during which an employee is required to fulfill a set of conditions, or to improve work performance, or to improve on the job behavior. Failure to meet the probationary requirements may result in additional disciplinary actions.
- (d) *Salary Reduction.* A salary reduction is the lowering of an employee's rate of pay within the pay range to which the employee's position is assigned.
- (e) *Demotion.* A demotion is the placement of an employee into a position of a lower pay range.
- (f) *Suspension.* A suspension is the removal of an employee from service, with or without pay, for a specific period of time.
- (g) *Termination.* Termination is the removal of an employee from city employment.

G-4. Procedure for Disciplinary Action. Whenever the misconduct of an employee occurs that in the judgment of the employee's supervisor or department head justifies the application of disciplinary actions, other than a verbal warning, the supervisor or department head shall:

- (a) Document the misconduct in writing using the Employee Warning Record form.
- (b) Determine the appropriate disciplinary action to correct the problem.
- (c) Meet with the employee to review the problem and the proposed disciplinary action. The meeting should be private and include only the employee, supervisor, department head or other persons requested to be present by the department head.
- (d) Give the employee an opportunity to refute the facts or argue against the proposed disciplinary action. The employee may submit comments in writing to be attached to the record of the disciplinary action.
- (e) Make a final decision as to the disciplinary action.
- (f) Notify the employee of the action in writing, except for verbal warnings. A copy of the documentation of misconduct and a note as to the form of disciplinary action taken shall be provided to the city clerk for insertion in the employee's personnel file.

G-5. Misconduct Subject to Disciplinary Action. The following is a list of misconduct that may subject an employee to disciplinary action. *This list is not exclusive; it is only representative of the types of misconduct, which subject an employee to disciplinary action.*

- (a) Arrest and/or conviction of a violation of any state, federal or municipal criminal law.
- (b) Failure to follow prescribed safety procedures including failure to notify his or her supervisor of unsafe working conditions.
- (c) Violation of personnel policies and guidelines or departmental policies and guidelines.
- (d) Inattention to duty, carelessness, breakage or loss of public property or funds.
- (e) Incompetence or inefficiency in the performance of the duties of his or her position.
- (f) Insubordination or other breach of discipline.
- (g) Discourteous or disruptive conduct or other offensive behavior in public, to the public or to employees and officers of the city.
- (h) Abuse of leave, excessive absenteeism, tardiness or unauthorized absence.
- (i) Temporarily leaving the workplace without the approval of his or her supervisor.

- (j) Failure to give proper notice of absence.
- (k) Sleeping on the job.
- (l) Use of alcohol or drugs, off the job, to the extent that the employee's job performance or effectiveness, as a city employee is impaired.
- (m) Inducing or attempting to induce any officer or employee of the city to commit an unlawful act or to act in violation of any lawful or official order or regulation.
- (n) Unauthorized possession of firearms or other weapons on the job.

In the case of acts of violence or other flagrant misconduct, serious safety violations, criminal offense, or arrest for a crime, an employee may be suspended immediately, with or without pay.

ARTICLE H. VOLUNTARY SEPARATION

H-1. Resignation. An employee who terminates his or her employment voluntarily shall be terminated in good standing, providing the employee gives a minimum of two weeks written notice to his or her immediate supervisor or department head. Under appropriate circumstance, the employee's department head may approve a shorter period of notice.

H-2. Reinstatement. An employee who was terminated in good standing and who is re-employed within a period of 30 calendar days following separation may be reinstated at not more than the salary he or she was receiving at the time of his or her termination. Upon reinstatement within 30 calendar days following separation, an employee shall receive credit for all unused sick leave he or she had accrued as of the time of separation.

ARTICLE I. SEXUAL & WORKPLACE HARASSMENT

I-1. Purpose. It is the policy of the city to maintain a work environment free of intimidation, insult, and harassment based upon race, religion, sex, age, national origin or ancestry, or disability. To ensure that this policy is strictly adhered to, the city will not tolerate sexual harassment of any of its employees, and will take immediate disciplinary action when such behavior occurs.

I-2. Definition. Sexual harassment is defined as:

- (a) The threat or insinuation by one employee or group of employees, either explicitly or implicitly, that the refusal to submit to sexual advances will

adversely affect employment, evaluation, wages, advancement, assigned duties, shifts or any other condition of employment or career development; and

- (b) The subjecting of an employee, by another employee, to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical, so as to create an intimidating, hostile, or offensive working environment.

I-3. Policy.

- (a) No employee, whether supervisory or nonsupervisory, may sexually harass another employee. Sexual harassment includes but is not limited to:
 - 1. Unwelcome touching, propositions, advances;
 - 2. Abusive and/or vulgar language of a sexual nature;
 - 3. Suggestive jokes or comments about an employee's body or clothing; or
 - 4. Displaying of sexually graphic or suggestive pictures, photographs, cartoons, etc.
- (b) Any employee who believes that he/she is the victim of unwelcome behavior that would constitute sexual harassment shall immediately report all incidents to any supervisor.
- (c) Any employee who witnesses what he/she believes is unwelcome behavior that would constitute sexual harassment shall immediately report all incidents to any supervisor.
- (d) All complaints involving claims of sexual harassment shall be promptly and confidentially investigated.
- (e) Any employee, supervisory or nonsupervisory, found to have engaged in the sexual harassment of another employee will be disciplined, up to and including discharge.

I-4. Complaint Procedure. Any employee who feels he or she is being subjected to sexual harassment shall immediately contact one of the persons listed below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:

- (a) Employee's immediate supervisor
- (b) Employee's department head
- (c) Personnel Officer
- (d) Other supervisory personnel
- (e) City Administrator

The employee shall be prepared to provide the following information:

- (a) Employee's name, department and position title.
- (b) Name of the person or persons committing the harassment.

- (c) Date(s) and approximate time(s) of the harassment.
- (d) The specific nature of the sexual harassment, how it has gone on, and any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the employee as a result of the harassment or any other threats made against him/her as a result of the harassment.
- (e) Witnesses to the harassment, if any.
- (f) Whether the employee has previously reported such harassment and, if so, when and with whom.

After receiving a sexual harassment complaint, the person receiving the complaint shall assist the employee in filing the complaint by documenting the incident in writing. The employee shall sign the written complaint, attesting to the accuracy and truthfulness of the incident. All information disclosed in the complaint procedure will be held in strictest confidence and will be disclosed only on a need-to-know basis in order to investigate and resolve the matter.

I-5. Review of a sexual harassment complaint. It is the responsibility of the city's personnel officer to coordinate the investigation of sexual harassment complaints. If the personnel officer is the subject of the complaint, the City Administrator shall coordinate the investigation. The following procedures shall apply to the handling of such complaints:

- (a) The person to whom the complaint is made shall immediately present it to the city's personnel officer;
- (b) An investigation of the alleged incident shall be promptly started;
- (c) The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of sexual harassment, witnesses interviewed during the investigation, the person against whom the complaint of sexual harassment was made, and any other person contacted by the investigator in connection with the investigation.
- (d) The investigator shall notify the employee accused of the sexual harassment as promptly as possible of the complaint and the severity of the allegations (immediate notification is not necessary if such notification would jeopardize the investigation).
- (e) The employee accused of the sexual harassment shall be given appropriate opportunity to refute the allegation and present information and/or witnesses on their behalf.
- (f) Based upon the investigative report, the personnel officer shall determine whether the conduct of the person against whom a complaint has been made constitutes sexual harassment. In making that determination, the city's

personnel officer shall look at the record as a whole and the totality of circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred. Determination of whether sexual harassment occurred will be made on a case-by-case basis.

- (g) If the personnel officer determines the complaint of sexual harassment is founded, he/she shall recommend to the employee's supervisor that immediate and appropriate disciplinary action be taken against the employee guilty of sexual harassment.
- (h) The disciplinary action shall be consistent with the nature and severity of the offense this shall include whether a supervisory relationship exists, and any other facts the personnel officer believes relate to fair and efficient administration of the city, including the effect of the offense, and the light in which it casts the city. The disciplinary action may include demotion and/or suspension, dismissal, warning or reprimand. A determination of the level of disciplinary action shall also be made on a case-by-case basis.
- (i) If the personnel officer determines the complaint of sexual harassment is unfounded, he/she shall notify the employee accused of sexual harassment of the determination and advise that no disciplinary action is warranted.
- (j) The employee making the complaint shall be notified of the results of the investigation and the discipline, if any, to be administered.
- (k) If the personnel officer determines after reviewing the investigation report that the complaint was intentionally falsified by the employee filing the complaint, the personnel officer shall report such action to the employee's supervisor for immediate and appropriate disciplinary action.

I-6. Appeal of the decision. Within ten (10) working days of written notification to the employee of the personnel officer's decision, the complainant or respondent may make a written request for a final review of the record by the city.

The City Administrator, in response to a timely appeal, will either:

- (a) Review the record and provide a final decision within five (5) working days of the receipt of the appeal, or
- (b) Schedule a hearing with the appealing party to hear his/her appeal within ten (10) days following the receipt of the appeal.
 - 1. The meeting date can be scheduled at a time, convenient to all parties, with mutual consent (including beyond the ten (10) day period).
 - 2. The City Administrator will make a final decision.

3. Copies of the decision shall be sent to the complainant and respondent by registered mail, return receipt requested, and a copy will be given to the personnel officer.

I-7. Records of a sexual harassment complaint. All records concerning a sexual harassment complaint shall be confidential and kept in a separate locked file except those affected by Kansas Open Records Act. Access to these records shall be given only with the City Administrator's approval to parties who have a direct and relevant need to know.

I-8. Annual sexual harassment assessment form. Annually all full-time employees will be required to complete a form that assesses whether the employee has been subject to unwelcome behavior that could constitute sexual harassment in the workplace or observed or witnessed such behavior in the work place.

I-9 Workplace Harassment

The City of Marion is committed to providing a work environment that provides employees equality, respect and dignity. In keeping with this commitment, the City of Marion has adopted a policy of "zero tolerance" with regard to employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

This policy applies to all aspects of your employment. Harassment of any other person, including, without limitation, fellow employees, contractors, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination. The City of Marion will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly and impartially investigated, and resolved appropriately. The City of Marion will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

I-10 Supervisors' Responsibilities

All Supervisors are expected to ensure that the work environment is free from sexual, violent and other harassment. They are responsible for the application and communication of this policy within their work areas. Supervisors should:

- Encourage employees to report any violations of this policy *before* the harassment becomes severe or pervasive.
- Make sure the Human Resources Department is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted.

I-11 Procedures for Reporting and Investigating Harassment

Employees should report incidents of inappropriate behavior, violent or sexual harassment as soon as possible after the occurrence. Employee's who believe they have been harassed, regardless of whether the offensive act was committed by a supervisor, co-worker, vendor, visitor, or citizen, should promptly notify their immediate supervisor, the City Clerk, or City Administrator. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the City Clerk or City Administrator. The City takes claims of harassment seriously, no matter how trivial a claim may appear. All complaints of harassment, sexual harassment, or other inappropriate conduct will be promptly, thoroughly and impartially investigated by the City.

The City prohibits retaliation against any employee who files or pursues a harassment claim. To the extent possible, all complaints and related information will remain confidential, except to those individuals who need the information to investigate, educate, or act in response to the complaint.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, and, where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

At the conclusion of a harassment investigation, the complainant and the alleged “harasser” will be informed of the determination. Where appropriate, the “harasser” and the “victim” may be offered mediation or counseling through an employee assistance program (EAP).

I-12 Penalties for Violation of Anti-Harassment Policy

If it is determined that inappropriate conduct has occurred, the Company will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action (such as, for example, suspension), as the City deems appropriate under the circumstances and in accordance with applicable law.

ARTICLE J POLITICAL ACTIVITY

J-1. Political Activity. It is the right of every employee to register and vote on all political issues. Employees are permitted to join political organizations, civic associations or groups and to become involved in political activities subject to the restrictions of this article.

- (a) As private citizens, employees may participate in all political activities, including holding public office, except for activities involving the election of candidates for any city office and where holding an appointive or elective public office is incompatible with the employee’s city employment. City employees are not prohibited from supporting candidates for office or from contributing labor to candidates and organizations that endorse candidates. Employees are not permitted to be candidates for city elective office or to make public endorsements of a candidate for city elective office.
- (b) Any employee desiring to become a candidate for city elective office shall first take a leave of absence without pay or resign. Should an employee on a leave of absence without pay be unsuccessful in seeking such elective office, he or she shall be returned to employment on the same terms and conditions as any other employee who has taken a leave of absence without pay. The request to return to employment must occur within 30 days of unsuccessfully seeking office. An employee is considered to be a candidate for elective office once all statutory requirements have been met to qualify as a candidate.
- (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, the city's service on the basis of their political affiliations or activities.

J-2 Employee Privacy Policy

In this age of the Internet where privacy has become an increasing concern, we take your privacy very seriously. The privacy and security of your personal data (the "Personal Information") which we collect from you is important to us. It is equally important that you understand how we handle this data.

By accepting employment with the City of Marion, you expressly acknowledge that you have read, understand and agree to all of the terms of this Privacy Policy as outlined below and as it may be modified by us from time to time with or without prior notice.

Collection of Information

In the course of conducting our business and complying with federal, state, and local government regulations governing such matters as employment, tax, insurance, etc., we must collect Personal Information from you. The nature of the Information collected varies somewhat for each employee, depending on your employment responsibilities, your citizenship, the location of the facility where you work, and other factors. We collect Personal Information from you solely for business purposes, including those related directly to your employment with the City of Marion, and those required by governmental agencies.

Data collected may include, without limitation, such things as: Your name

- User ID(s)
- Phone numbers
- Email address (es)
- Mailing addresses
- Banking and other financial data
- Government identification numbers, e.g., Social Security number, driver's license number
- Date of birth

- Gender, race, and ethnicity
- Health and disability data
- Family-related data, e.g., marital status,
- Personal and health -related data for you and your family
- Trade union data

Anyone who sends unsolicited to the City of Marion by any means, e.g., mail, email, fax, expressly consents to the storage, destruction, processing, or disclosure of the data, as well as any other reasonable business-related use by the City of Marion or any government agency of the unsolicited data.

We do monitor employee use of the Internet in order to detect access to inappropriate websites or other misuse of the City of Marion's computer network. We also use email filters to block spam and computer viruses. These filters may from time to time block legitimate email messages.

The City of Marion will not knowingly collect or use Personal Data in any manner not consistent with this Policy, as it may be amended from time to time, and applicable laws.

Because the Personal Information collected by the City of Marion is necessary for business purposes, you are required to provide it. Your refusal or failure to provide the requested Personal Information may, therefore, disqualify you from employment with the City of Marion or from receipt or enjoyment of certain City of Marion benefits.

Use of the Information We Collect

The primary purposes for collection, storage and/or use of your Personal Information include, but are not limited to:

- **Human Resources Management.** We collect, store, analyze, and share (internally) Personal Information in order to attract, retain and motivate a highly qualified workforce. This includes recruiting, compensation planning, succession planning, reorganization needs, performance assessment, training, employee benefit administration, compliance with applicable legal requirements, and communication with employees and/or their representatives.
- **Business Processes and Management.** Personal Information is used to run our business operations including, for example, scheduling work assignments, managing city of Marion assets, reporting and/releasing public

data (e.g., Annual Reports, etc.); and populating employee directories. Information may also be used to comply with government regulation.

- **Safety and Security Management.** We use such Information as appropriate to ensure the safety and protection of employees, assets, resources, and communities.
- **Communication and Identification.** We use your Personal Information to identify you and to communicate with you.

Disclosure of Data

The City of Marion acts to protect your Personal Information and ensure that unauthorized individuals do not have access to your Information by using security measures to protect Personal Information. We will not knowingly disclose, sell or otherwise distribute your Personal Information to any third party without your knowledge and, where appropriate, your express written permission, except under the following circumstances.

- **Legal requests and investigations.** We may disclose your Personal Information when such disclosure is reasonably necessary (i) to prevent fraud; (ii) to comply with any applicable statute, law, rule or regulation; or (iii) to comply with a court order.
- **Third-party vendors and service providers.** We may, from time to time, outsource services, functions, or operations of our business to third -party service providers. When engaging in such outsourcing, it may be necessary for us to disclose your Personal Information to those service providers, e.g., a payroll service, a benefits provider. In some cases, the service providers may collect Personal Information directly from you on our behalf. We will work with any such providers to restrict how the providers may access, use and disclose your Information.
- **Protection of City of Marion and Other.** We may release Personal Information when we believe release is necessary to comply with the law; enforce or apply our policies and other agreements; or protect the rights, property, or safety of City of Marion, our employees, or others. This disclosure will never, however, include selling, renting, sharing or otherwise disclosing your Personal Information for commercial purposes in violation of the commitments set forth in this Privacy Policy.

Security of Your Personal Information

We employ reasonable security measures and technologies, such as password protection, encryption, physical locks, etc., to protect the confidentiality of your Personal Information. Only authorized employees have access to Personal

Information. If you are an employee with such authorization it is imperative that you take the appropriate safeguards to protect such Information. Paper and other hard copy containing Personal Information (or any other confidential information) should be secured in a locked location when not in use. Computers and other access points should be secured when not in use by logging out or locking. Passwords and user ID's should be guarded and not shared. When no longer necessary for business purposes, paper and hard copies should be immediately destroyed using paper shredders or similar devices. Do not leave copies in unsecured locations waiting to be shredded or otherwise destroyed. Do not make or distribute unauthorized copies of documents or other tangible medium containing personal data. Electronic files containing Personal Information should only be stored on secure computers and not copied or otherwise shared with unauthorized individuals within or outside of City of Marion.

The City of Marion will make reasonable efforts to secure Personal Information stored or transmitted electronically secure from hackers or other persons who are not authorized to access such Information.

Compliance with this Privacy Policy is important to the City of Marion. Any violation or potential violation of this Policy should be reported to the City Clerk. The failure by any employee to follow these privacy policies may result in discipline up to and including discharge of the employee from employment. Any questions or suggestions regarding this policy may also be directed to the City Clerk or City Administrator.

Updating and Accessing Your Personal Data

You must promptly inform us when changes occur in the Personal Information you have provided so that we can maintain accurate Information about you. Although you may update or change your Information, we may maintain such Personal Information previously submitted in historical archives.

ARTICLE K. CITY OF MARION PUBLIC IMAGE

K-1 Dress Code and Public Image

As an employee of the City of Marion, we expect you to present a clean and professional appearance when you represent us, whether you are in or outside of

the office or shop. You are, therefore, required to dress in appropriate business attire and to behave in a professional, businesslike manner.

The current City dress code is defined in our Uniform policy. Please keep in mind, however, that the City is a professional business office in City Hall and Police Station, where clients and others often visit. Generally, clean, neat clothing is acceptable. However, torn jeans or other torn clothing and tee shirts with inappropriate verbiage or pictures are not appropriate casual attire. As always, please use common sense in your choice of business attire.

It is the intent of this policy to comply with applicable state, local and federal laws prohibiting discrimination on the basis of color, race, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information and any other status protected under such laws.

K-2 Workspace

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the City's overall dedication to providing quality service to its citizens. Therefore, your workspace should be clean, organized and free of items that are not required to perform your job.

K-3 Office Equipment

Certain equipment is assigned to staff depending on the needs of the job, such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the property of the City and cannot be removed from the office without prior approval from your supervisor, City Clerk, or City Administrator. The City expects that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

K-4 Shop, Field, Police, and Fire Equipment

Certain equipment is assigned to staff depending on the needs of the job, such as a hands tools, protective equipment, specialty tools, calculator, personal computer, printer, cell phone, city owned vehicle and access to our central computers and servers. This equipment is the property of the City and cannot be removed from the workplace for personal use without prior approval from our, City Clerk, or City Administrator. The City expects that you will treat this equipment with

care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

K-5 Information technology & Operating technology (IT/OT) Committee

The City of Marion has established an IT/OT committee for the oversight of all technological assets of the city including the administration and operations. This committee consists of representatives from public works & utilities, law enforcement, human resources, and administration. This committee has been sanctioned by the Elected Governing Body of the City of Marion and shall have the final determination on matters of cybersecurity related to the City of Marion.

K-6 Internet Access

Access to the Internet is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use and study use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities.

Connection of personal computers, mobile devices or "internet of things" devices to the city's secure network is prohibited. Access to the internet may be achieved by connection to the public access portals exclusively. The city reserves the right of forced disconnection of the device and denial of future access by user and device.

K-7 Right to Monitor

The City of Marion email and Internet system is at all times the property of the City. By accessing the Internet, Intranet and electronic mail services through facilities provided by the City, you acknowledge that the City (by itself or through its Internet Service Provider) may from time to time monitor, log and gather statistics on employee Internet activity and may examine all individual connections and communications. Please note that the City uses email filters to block spam and computer viruses. These filters may from time to time block legitimate email messages.

K-8 Responsibilities and Obligations

Employees have the responsibility to guide their actions in a manner that limits and protects against the introduction of malware, ransomware, or phishing attempts into the municipal computer network.

These actions include the follow, but are not limited to this listing:

- No shared access or sharing of personal electronic credentials is allowed.

- Passwords are to include a complexity level of 8 alpha-numeric & special characters in length or greater and must be changed on a minimum of a quarterly basis. All credentials and passwords are to be safeguarded and not available for public viewing.
- Do not open links or file attachments from unknown sources without authentication prior to accessing the shared information.
- The physical introduction or withdrawal of information from our network via flash drives, external drives, or others means is prohibited without prior approval of the IT/OT Committee in a documented form of approval.
- The above clauses shall not apply to active law enforcement investigations where evidence is needed to be disseminated to appropriate law enforcement agencies and appropriate legal counsel.
- All devices connected to the city's network (Wired or Wi-Fi) are to be turned off and closed out when not in the physical presence of the assigned owner/operator.
- All computers and mobile devices are to be rebooted on a weekly basis (Daily is preferred) to ensure security updates and patches are installed on a regular basis.
- The city may limit exposure to cybersecurity threats or risks by granting access with limited and defined hours of access.
- Remote access to municipal network resources is prohibited without prior approval of the IT/OT Committee in a documented form of approval.
- The installation of software updates and security patches in a timely manner is expected. The city reserves the right to causes these updates to be installed by members of the IT/OT Committee via remote access to your assigned devices.
- The City of Marion requires WPA2 or WPA3 encryption be used on all information technology devices utilized in municipal operations for the protection of customer and employee confidential records.

Employees may not access, download or distribute material that is illegal, or which others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing, or an incitement to violence.

You must respect and comply with copyright, trademark and similar laws, and use such protected information in compliance with applicable legal standards. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within the City.

K-9 Violation of this Policy

In all circumstances, use of Internet access and email systems must be consistent with the law and City policies. Violation of this policy is a serious offense and, subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities and equipment, to disciplinary action, up to and including termination of employment and prosecution in District Court.

K-10 Email

The email system is the property of the City. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the City. You may make limited use of our email system for matters involving your own personal business, so long as such use is kept to a minimum and does not interfere with your work.

The City's email system is City property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using City hardware and software.

Electronic mail is like any other form of City of Marion communication, and may not be used for harassment or other unlawful purposes. Your email account is a City-provided privilege, and is City property. Remember that when you send email from the City domain, you represent the City whether your message is business-related or personal.

K-11 Confidentiality of Electronic Mail

As noted above, electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable laws and City rules, policies and procedures on confidentiality. Existing rules, policies and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

K-12 Social Media

The term "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board, or a chat room, whether or not associated or affiliated with the City, as well as any other form of electronic

communication. The same principles and guidelines found in the City rules, policies and procedures apply to an employee's social media activities online.

Any conduct that adversely affects an employee's job performance or the performance of fellow employees, or otherwise adversely affects the City's legitimate business interests, may result in disciplinary action, up to and including termination of employment. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may result in disciplinary action, up to and including termination. Such actions will result in personal liability, not municipal liability. However, this restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal law.

K-13 Telephones

Access to the City telephone system is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities. Telephone usage should be based upon cost-effective practices that support the City's mission and should comply with applicable rules and regulations.

You should use common sense and your best judgment when making or receiving personal cellular phone calls at work. To the extent possible, employees should make personal cell phone calls during their breaks or lunch times. The use of cameras on cell phones during work hours is prohibited to protect the privacy of the City as well as of fellow employees. However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal law.

The City telephone system is at all times the property of the City. By accessing the telephone system (including cellular) through facilities provided by the City, you acknowledge that the City has the right to monitor its telephone system from time to time to ensure that employees are using the system for its intended purposes.

The City prohibits the use of hand-held cellular devices while driving. Employees are strongly encouraged to use a hands-free cellular device while driving, should the use become a necessity in the course of employment. Sending and/or receiving text messages is expressly prohibited while operating any vehicle.

K-14. Outside Employment. Outside employment constitutes a city employee holding a second job with another employer or self-employment. Outside employment by a full-time employee is permitted only when such outside employment: (1) is considered secondary to service with the city; (2) does not interfere with the performance of duties for the city; and (3) no legal, financial or ethical conflict of interest results from such dual employment. An employee must obtain approval in writing from his or her department head prior to accepting outside employment or any change in the nature of such outside employment. A request to perform continuous outside employment must be renewed annually by the employee and re-authorized by the department head.

ARTICLE L. WORKER SAFETY

L-1. General Safety. All employees are required to wear appropriate safety equipment and follow appropriate safety precautions according to city and/or departmental policy at all times. Failure to comply with safety policies may result in disciplinary action.

L-2. Reproductive Health. Whenever there is substantial and unreasonable risk to the reproductive health of an employee or to the health of an employee or to the health of a pregnant employee due to working conditions or environment, and that risk is determined by medical evidence presented to the city, the department head shall attempt to reduce or eliminate the risk to the employee through an employment action that is least disruptive to the employee and employer, such as a change in job responsibilities, transfer, or authorized leave of absence.

ARTICLE M. RESIDENCY

M-1. Residency. Residency requirements will be determined on a case-by-case basis by the appropriate department head with the approval of the City Administrator.

ARTICLE N. SUBSTANCE ABUSE POLICY

N-1. Introduction. The City of Marion, Kansas has a vital interest in maintaining safe, healthful and efficient working conditions for its employees. Being under the influence of a drug or alcohol on the job may pose serious safety and health risks not only to the user, but also to those who work with the user, and to the general public. The possession, use or sale of an illegal drug or alcohol in the work place may also pose unacceptable risks for safe, healthful and efficient operations.

The City recognizes that its ability to provide a safe and high level of service to the general public is dependent upon the physical and psychological health of its employees. Accordingly, it is the obligation and intent of the City to maintain a safe working environment, to protect property, equipment and operations, and to provide for the welfare of the general public.

With these basic objectives in mind, the City has established the following Substance Abuse Policy, including a Drug-Free Workplace Program, a Drug and Alcohol Testing Policy and Procedure, and an Employee Assistance Program.

N-2. Definitions. As used herein, the following terms shall have the following meanings:

- (a) "Drug" - means any substance other than alcohol which is capable of altering the mood, perception, pain level or judgment of the individual consuming, ingesting or injecting it.
- (b) "Legal Drug" - means both prescribed and over-the-counter drugs which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.
- (c) "Illegal Drug" - means any drug: (a) which is not legally obtainable; or (b) which may be legally obtainable but has not been legally obtained; or (c) which may be legally obtained but is being used in a manner or for a purpose other than as prescribed.
- (d) "Alcohol" or "Alcoholic Beverage" - means any beverage that has an alcoholic content in excess of 3.2% by volume.

N-3. General Policy and Work Rules. The policy of the City is to employ a work force that is free from the use of illegal drugs and from the abuse of legal drugs and alcohol, either on or off the job. Any employee determined to be in violation of this policy is subject to disciplinary action, which may include termination, even for a first offense. It is a standard of conduct of employees of the City that employees shall not use illegal drugs or abuse legal drugs or alcohol. In order to maintain this standard, the City shall establish and maintain the programs and rules set forth below.

Employees will be given a copy of this Substance Abuse Policy. Employees will be informed that they must abide by the terms of the policy as a condition of employment and of the consequences of any violation of such policy. Notification of this policy is required as part of new employee orientation. As a condition of employment, each employee is required to sign a Certificate of Agreement for the City of Marion.

All employees or new hires of the City of Marion shall adhere to the following:

- (a) Reporting to work or performing work for the City while impaired by or under the influence of drugs or alcohol is **prohibited**.
- (b) The illegal use, possession, dispensation, manufacture or sale of a controlled substance by an employee at the work site, during work hours, or while the employee is on duty, or is on official business of the City or is on stand-by duty, is **prohibited**.
- (c) Employees are required to notify the City within five (5) days of any criminal drug statute conviction where such conviction was due to an occurrence at the work site, during work hours, while on duty, while on official business of the City or while on stand-by duty. A conviction means a finding of guilty (including a plea of "nolo contendere" or "no contest") or the imposition of a sentence by a judge or jury, in any federal or state court.

N-4. Employee Impairment Procedures. An employee reporting for work impaired by legal or illegal drugs or alcohol is unable to properly perform required duties and will not be allowed to work. In the event an employee visibly appears to be impaired when reporting for work or while at work, the employee's supervisor shall if possible first seek another supervisor's opinion to confirm the employee's status. Then the supervisor shall consult privately with the employee to determine the cause of the perceived impairment, including whether substance abuse has occurred.

If, in the opinion of the supervisor, the employee is considered impaired, the employee shall, after any required drug and alcohol screening procedures are completed, be sent home or to a medical facility by means of safe transportation. Depending upon the determination of the observed impairment the employee may be accompanied by the supervisor or another employee, if necessary.

Prescription drugs prescribed by the employee's physician may be taken during work hours. However, the employee shall notify his/her supervisor if the use of properly prescribed prescription drugs may affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

N-5. Drug and Alcohol Screening. Drug and alcohol screening may be conducted by the testing of an employee's blood, urine, breath, saliva or otherwise. Such screening will be conducted by the laboratory, or person certified to test breath for the presence of alcohol, as designated and retained by the City of Marion for such purposes.

Any employee submitting to a drug and alcohol screening procedure has the right to request independent testing of the same sample specimen by another laboratory or medical provider of the employee's choosing that is approved or licensed for the performance of such tests by the State of Kansas; provided, however, that such independent testing shall be at the employee's own expense.

Pre-employment. It shall be a prerequisite to employment with the City of Marion that pre-employment drug and alcohol screening shall be required.

Prior to screening each applicant shall be provided the opportunity to execute an Applicant Drug Screen Release to ensure that the applicant understands the procedure and the consequences of a failed test.

Continued Employment. It shall be a condition of continued employment with the City that all employees shall submit to drug and alcohol screening procedures upon request of the City when the following numbered paragraphs shall apply to an observable circumstance during the course of employment.

(a) When there is reasonable suspicion to believe that an employee is using or has used illegal drugs or is abusing or has abused legal drugs or alcohol. Circumstances that could be indicators of a substance abuse problem and considered reasonable suspicion are:

- (1) Observed alcohol use or drug abuse during work hours.
- (2) Apparent physical state of impairment.

- (3) Incoherent mental state.
 - (4) Marked changes in personal behavior that are otherwise unexplainable.
 - (5) Deteriorating work performance that is not attributable to other factors.
 - (6) Chronic lateness or absenteeism, or extended absences from employment other than on normal sick leave or vacation leave.
- (b) *Post-accident.* Within 32 hours for the purpose of drug screening or immediately for alcohol screening following any motor vehicle accident resulting in bodily injury or the loss of life of any person, or resulting in significant property damage.
 - (c) *Return to duty.* Before returning to work following a positive test result and rehabilitation.
 - (d) *Follow-up.* Up to six times during the 12-month period following any positive test result (the costs of which may be required to be paid by the employee).

N-6. Random Testing. Two classes of employees of the City shall be subject to random drug and alcohol screening: (1) employees required to obtain and maintain a commercial driver's license in order to operate certain equipment for the City, and (2) employees in "safety sensitive" positions. Each of these classes shall be denoted on the job descriptions for each individual position.

N-7. Discipline or Termination. The following shall constitute grounds for discipline or termination of any employee of the City.

- (a) Possession or use of illegal drugs or alcohol during work hours, including the following:
 - (1) Having possession of illegal drugs or alcohol;
 - (2) Being under the influence of illegal drugs or alcohol; (an employee shall be determined to be under the influence of alcohol if the employee's normal faculties are impaired due to consumption of alcohol, or if the employee has a blood level of .05 or higher);
 - (3) Possessing illegal drugs in the employee's body, blood or urine in any detectable amount; or
 - (4) Using, consuming, dispensing, distributing, manufacturing, transferring, selling or attempting to sell or transfer any form of illegal drug or alcohol.
- (c) Use of illegal drugs or alcohol during off-duty hours, which results in excessive lateness or absenteeism, work accidents, or poor work performance.

- (d) Use of illegal drugs during off-duty hours by employee whose regular off-duty responsibilities include being subject to recall to duty to perform emergency services.
- (e) Failure to submit to required drug and alcohol screening procedures.

Disciplinary procedures that may be employed will be determined on a case-by-case basis, and may consist of verbal or written reprimands, suspensions without pay, demotion in position and/or salary, placement on probationary status, or termination. This list of potential disciplinary procedures is not intended to be all-inclusive, but is offered for the purposes of illustration only. Termination is always an available option as to any such violation, including a first offense.

ARTICLE O. MISCELLANEOUS POLICIES

O-1. Vehicle Use Policy. City vehicles are the property of the City of Marion and issued solely for the use of city business with the exception of emergency vehicles. With the approval of the City Administrator or Department Head an employee may be allowed to drive a vehicle to commute to and from work when it is in the best interest of the city to do so. However, to be following IRS standards, driving a vehicle to and from work may result in the employee being taxed for such use. The procedure for handling such taxation follows:

- On or about December 1 of each year, employees who have regular access to a city vehicle will be asked to certify whether or not they used said vehicle for commuting to and from work during the previous 10 months. This certification shall be made on the city "Vehicle Use Report" as developed by the City Clerk.
- Any employee having used a vehicle for commuting purposes will be asked to attest the following information:
 - The use of such vehicle(s)
 - Make and model of the vehicle
 - Number of days used
 - Distance to and from their home
 - Total number of miles the vehicle was driven during the year
- Upon return, this form will be used to calculate payroll tax implications for the entire tax year in accordance with IRS rules and regulations.
 - Mileage will be determined at the current IRS rate

- Any tax implications will be included in a pay period prior to the end of the same year

The City reserves the right to revoke this use for commuting at any time, with or without cause. The use of an assigned city vehicle is limited to city business and the above-mentioned commutes only. It does not imply any other personal use. Infractions will result in disciplinary action.

Police vehicles are considered emergency vehicles and will follow the policies as defined in the police department policy manual.

Use of City Vehicles

A City-owned vehicle, with the exception of emergency vehicles, is to be used for official business only. Only employees, except with approval of the City Administrator and/or the Department Head, shall ride in City-owned vehicles. Employees required to retain vehicles overnight shall not use such vehicles for activities that are not authorized by the Department Head and/or City Administrator.

A Department Head shall have the authority to approve an on-call employee overnight use of a city vehicle even though the employee may live beyond the City limits. This approval shall be granted where the Department Head finds this use to be advantageous to the City and it is likely such employee could be called out for duty after normal working hours.

All employees authorized to drive a City vehicle shall have a current Kansas driver's license. The status of an employee who has a driver's license restriction imposed upon him shall be subject to review by the Department Head and/or City Administrator.

All employees who have use or potential use of city vehicles will be required to document personal use of such vehicles. If the employee does not have any personal use, he will be required to document this fact.

For those employees whose positions require a commercial driver's license (CDL) as a condition of employment, the City will pay for initial CDL costs as well as all future renewals during the term of employment.

Employees operating City vehicles are expected to fully observe all traffic laws and violation thereof may result in disciplinary action.

All employees operating City vehicles equipped with seat belt restraints shall utilize such restraints while in a City vehicle.

All employees operating or riding in a City vehicle will be prohibited from the use of tobacco products in any form to include electronic smoking devices.

Accidents While Using a City Vehicle

City policy for accidents involving City-owned vehicles shall be that the employee involved shall immediately notify his supervisor of the accident, who in turn shall immediately notify the City Administrator/City Clerk. Any accident involving a City-owned vehicle will be investigated by an appropriate law enforcement agency.

O-2. Fraud Policy

I. PURPOSE

The City of Marion, Kansas is committed to the highest standards of moral and ethical behavior by its employees, administrators, and elected officials. The purpose of this policy is to prohibit dishonest and/or fraudulent activity and to establish procedures for reporting fraudulent activities to the City administrator and City Attorney. This policy details responsibility and assignment of internal City controls and investigations relating to fraud.

II. APPLICABILITY

This policy applies to any fraud, or suspected fraud, involving employees, administrators, elected officials, as well as outside consultants, contractors, and vendors who have a business relationship with the City. This policy also applies to members of local boards, agencies, and commissions over which the City Council has authority of its general policies.

III. POLICY

Through all its levels of management, the City is responsible for the prevention and detection of fraud, misappropriation of City funds, or any other deemed inappropriate conduct. Any case of fraud detected or

suspected will be reported immediately to the City Administrator, who will initiate an investigation into the matter, with other applicable departments and/or law enforcement agencies as deemed necessary. Any individual found to have engaged in fraudulent activity, as defined by this policy, will be subject to disciplinary action by the City of Marion, which may include dismissal and/or prosecution by the appropriate authorities.

IV. PREVENTION

All employees of the City of Marion are required to assist in the prevention of fraudulent activity, and remain committed to providing the highest quality of services to the citizens.

v. DEFINITIONS

Fraud is herein defined as the use of dishonesty, deception, or false representation in order to gain a material advantage or to injure the interest of others. Examples include:

1. Forgery or alteration of any document or account belonging to the City of Marion.
2. Forgery or alteration of a check, bank draft, or any other financial document.
3. Misappropriation of funds, securities, supplies, or other assets.
4. Impropriety in the handling or reporting of money or financial transactions resulting in the personal gain of any individual.
5. Disclosing confidential information to outside parties resulting in the personal gain of any individual.
6. Accepting or seeking material value from vendors, contractors, or other persons providing services/materials to the City.
7. Destruction, removal or inappropriate use of records, furniture, fixtures, and equipment resulting in the personal gain of any individual.
8. Authorizing or receiving compensation for hours not worked.

VI. ROLES AND RESPONSIBILITIES

Employees - any employee who has knowledge or reason to suspect that any type of fraudulent behavior has occurred will notify his/her immediate supervisor. If the employee is not comfortable reporting this to his/her immediate supervisor, then he/she can report any suspicions directly to the City Administrator. All employees will cooperate pursuant to this procedure and will not by any means personally investigate the suspected fraud. The City Administrator or investigating authority dictates the limits of

all communication pertaining to the suspected fraudulent behavior.

Department Head - upon notification by an employee of suspected fraudulent behavior, the department head will immediately contact the City Administrator's Office. The Department Head will not attempt to investigate the suspected fraud. The City Administrator or investigating authority dictates the limits of all communication pertaining to the suspected fraudulent behavior.

City Administrator's Office - upon notification by a department head of suspected fraudulent behavior, the City Administrator's Office will oversee and coordinate all actions taken during the course of the investigation. The City Administrator's office will coordinate the investigation with assistance and resources provided by the Police Department, the City Attorney, and any additional personnel deemed essential.

Police Department - upon notification by the City Administrator's Office, the Police Department will provide direct assistance in the course of the investigation. If suspected criminal fraud has occurred, the Police Department will assume primary responsibility for conducting the investigation, and coordinate with the City Attorney.

City Attorney - upon request by the City Administrator's Office, the City Attorney will provide legal advice and guidance to all persons who are directly involved in the investigation and reporting of the alleged fraud.

VII. PROCEDURES

- Any employee who has knowledge of an occurrence of fraudulent behavior, or has reason to believe that fraud has occurred, will notify his/her supervisor. All employees have a duty to cooperate during an investigation.
- Security of Evidence - after an initial review and determination that the suspected fraud warrants additional investigation, the City Administrator will take immediate action to prevent the theft, alteration, or destruction of pertinent records.
- Contacts / Protocols - the individual (s) assigned to conduct the investigation will notify the City Administrator after a preliminary review and a determination that the case warrants further investigation. The City

Administrator will coordinate the investigation with the appropriate law enforcement officials, and the City Attorney.

- Confidentiality - all participants in a fraud investigation will keep the details and results of the investigation confidential. Applicable City staff will notify investigating personnel if review of records requires confidentiality.
- Personnel Actions - if suspected fraud is substantiated by the investigation, the City will take the appropriate action in conformance with its Personnel Policies and Procedures. Violations of the City's Fraud Policy will result in disciplinary actions up to and including dismissal.
- Retaliation - it is a violation of this procedure to retaliate against or penalize any individual for reporting fraud or for cooperating, giving testimony, or participating in an audit investigation, proceeding, or hearing. Appropriate disciplinary action will be taken against those found retaliating against the employee.

VIII. DISPOSITION OF INVESTIGATION

At the conclusion of the investigation, the individual (s) conducting the investigation will document the results in a confidential memorandum prepared for the City Administrator and City Attorney. After their review, and the findings call for further action, a copy will be forwarded to the appropriate persons or authority.

IX. NON-FRAUD IRREGULARITIES

Allegations that fall outside the parameters of this policy, but within the city's personnel policy should be resolved by City Management.

X. DISTRIBUTION

All City employees will be given a copy of this policy. All newly hired City employees will be provided a copy as part of orientation. All City employees will be asked to provide a written acknowledgement upon receipt of the policy, and a signed copy will be retained in their respective personnel file.

I, _____, hereby acknowledge the receipt of a copy of the City of Marion's Fraud Policy. I agree to read and familiarize myself with the contents and I understand I will be responsible for adhering to this Policy. I agree to abide by the City of Marion's rules and procedures as outlined

in the Policy.

Signature

Date

Printed Name

O-3. P-Card Policy Internal Regulations. Every City of Marion full-time employee will be issued a P-card, in his/her own name, and will be held responsible and accountable for all purchases made with that particular card. Every receipt shall be signed by the City of Marion employee whose name shown on the card from which the purchase was made.

1. The P-card is intended to be utilized for every City of Marion authorized purchase possible. Nothing herein shall be construed to supersede the current purchasing policies of the City of Marion with regard to what is an authorized and what is an unauthorized purchase. It is the responsibility of the cardholder to make sure the City of Marion is not charged sales tax when the P-card is used.
2. Charge accounts, or any other accounts, will not be maintained by the City of Marion, unless and except in those instances wherein credit cards (and P-cards) are absolutely not accepted.
3. P-cards are NOT to be used for personal business; only authorized and/or legitimate City of Marion expenditures are permitted. In the event a City of Marion staff member is traveling with a spouse or other individual where there may be both reimbursable and un-reimbursable expenses, use of the P-card will be allowed in those circumstances. Within two business days of returning to the City of Marion, the employee will make an accounting of both reimbursable and un-reimbursable expenses and, if necessary, reimburse the City of Marion for the balance of all un-reimbursable expenses. All prior purchases, such as airline tickets, will be reimbursed within two business days of when the P-card is used.
4. The individual to whom the card is issued shall submit each receipt to his supervisor for approval. The supervisor shall submit receipts to the City Clerk each day. The City Clerk will enter purchases in the Summit computer system and will keep receipts in a file for each vendor until the monthly billing statement is received. The City Clerk will match receipts to the statement and notify the supervisor of any missing receipts. It will be

the supervisor and/or employees' responsibility to locate the receipt or obtain a copy of the receipt.

5. An expenditure for which there is no receipt may be charged to the employee in whose name the P-card purchase was made, and that employee may be disciplined up to and including termination of employment.

Reimbursements/Bookkeeping

1. An individual statement of all the P-cards will be sent to the City Clerk by the bank (UMB).
2. Each employee cardholder will be responsible for submitting a DETAILED RECEIPT for every purchase on made on his/her P-card during the billing cycle.
3. A detailed receipt for each P-card purchase must accompany the individual statement, which is to be approved first by the cardholder's immediate supervisor (department head).
4. Each department head must approve all statements of his/her department each month; the entire process must occur in time for the timely payment of the overall invoice with one check.

Stolen/lost cards

1. The holder of a stolen or lost P-card shall immediately notify his/her immediate supervisor, or in his/her absence, the Administrator or City Clerk. Failure to do so as soon as possible may result in charges to the employee and/or disciplinary action.
2. The City Clerk will notify UMB as soon as notified of a stolen/lost card.

Cardholder Acknowledgment

1. Each employee must sign a copy of these regulations before being issued a P-card.
2. Violations of the terms of these regulations may result in the loss of use of the P-card and/or disciplinary action, up to and including termination, depending upon the severity of the situation. The Administrator has the discretion to withdraw an employee's P-card at any time.
3. The P-card must be returned to the City upon separation from City employment.

By my signature, I acknowledge that I have received a copy of these regulations and agree to the terms. I understand that if I have any questions, it is my responsibility to seek clarification from my immediate supervisor.

Date: _____

O-4. TRAVEL AND TRAINING EXPENSE REIMBURSEMENT POLICY. It is recognized that Council members and employees may, from time to time, be required to travel as a city representative or attend educational and training opportunities. It is further recognized that certain reimbursable expenses may be incurred in order to conduct business or improve skills and capabilities. The purpose of this Policy is to ensure: (a) adequate cost controls are in place, (b) travel and other expenditures are appropriate and (c) uniform and consistent reimbursements methods of authorized expenses are practiced. It is the policy of the City of Marion to reimburse only reasonable and necessary expenses actually incurred.

When incurring business expenses, the City expects representatives to:

- Exercise discretion and good business judgment with respect to those expenses.
- Be cost conscious and spend as judiciously as the individual would spend one's own funds.
- Report expenses, supported by required documentation, as they were actually spent.

Expense Report

Expenses will not be reimbursed unless the individual requesting reimbursement submits a written Expense Report. The Expense Report, which shall be submitted within two weeks of the completion of travel if travel expense reimbursement is requested must include:

- The individual's name.
- The date, origin, destination and purpose of the trip, including a description of each organization-related activity during the trip.
- The name and affiliation of all people for whom expenses are claimed.
- An itemized list of all expenses for which reimbursement is requested.

Receipts

Receipts are required for all expenditures whether billed directly to the City or out of pocket. No expense will be reimbursed unless the individual requesting reimbursement submits with the Expense Report, written receipts from each vendor (not a credit card statement) showing the vendor's name, a description of services provided (if not otherwise obvious), date, and the total expenses, including tips (if applicable).

Meals

Meals are reimbursed in accordance with the 24-hour rule. That is to say, an employee must be away from home for such time as to require substantial rest, i.e., at least 24 hours, to qualify for non-taxable meal reimbursement.

If an employee is away from home less than 24 hours and seeks reimbursement, such reimbursement is considered a taxable benefit and must be processed through payroll to be taxed. If an employee is away from home less than 5.5 hours the employee will not be reimbursed for any meals.

Employees will be reimbursed for reasonable and actual expenses for meals incurred while on business trips away from their normal business hours. All original itemized receipts must be included with the employee's travel and expense report. Any employee expense report received without the itemized receipts will be returned to employee. Employee expense reports submitted with receipts missing will be forwarded to the next level manager for approval.

Reasonable expenses are outlined below:

- Breakfast \$10
- Lunch \$15
- Dinner \$25

General Travel Requirements

In determining the reasonableness and necessity of travel, City representatives and the person authorizing such expenditures shall consider ways in which the City will benefit from such travel and weigh those benefits against the anticipated costs. The existence of less expensive alternatives shall be considered. For example, is participation by telephone, video conferencing, or other local training opportunities a possibility?

Personal and Spousal Travel Expenses. Individuals traveling on behalf of the City may incorporate personal travel or business with their City-related trips; however, City representatives shall not arrange City of Marion travel at a time that is less advantageous to the City or involving greater expenses to the City in order to

accommodate personal travel plans. Any additional expenses incurred as a result of personal travel, including but not limited to extra hotel nights, additional stopovers, meals or transportation, are the sole responsibility of the individual and will not be reimbursed. Expenses associated with travel, lodging or registration fees for an individual's spouse, family or friends will not be reimbursed by the City.

Air Travel

Reservations should be made as far in advance as possible in order to take advantage of reduced fares.

Frequent Flyer Miles and Compensation for Denied Boarding. City representatives traveling on behalf of the City may accept and retain frequent flyer miles and compensation for denied boarding for their personal use. Individuals may not deliberately patronize a single airline to accumulate frequent flyer miles if less expensive comparable tickets are available on another airline.

Lodging

City representatives traveling on behalf of the City may be reimbursed at the single room rate for the reasonable cost of hotel accommodations. Convenience, the cost of staying in the city in which the hotel is located, and proximity to other venues on the individual's itinerary shall be considered in determining reasonableness.

Ground Transportation

Employees are expected to use the most economical ground transportation appropriate under the circumstances and should generally use the following, in this order of desirability:

Courtesy Cars. Many hotels have courtesy cars, which will take you to and from the airport at no charge. Free service should be used whenever possible. Another alternative may be a shuttle or bus.

Taxis. When courtesy cars and airport shuttles are not available, a taxi is often the next most economical and convenient form of transportation when the trip is for a limited time and minimal mileage is involved.

Rental Cars. Car rentals are expensive. Other forms of transportation should be considered whenever practical.

Personal Cars

City representatives may use their personal car for City business when a City-owned vehicle is not available. When individuals use their personal car for such travel, including travel to and from the airport, mileage will be allowed at the currently approved City rate per mile. Parking and toll expenses, including charges for hotel parking, incurred by City representatives traveling on organization business will be reimbursed. The costs of parking tickets, fines, car washes, etc., are the responsibility of the owner of the vehicle and will not be reimbursed.

In the case of individuals using their personal cars to take a trip that would normally be made by air, mileage will be allowed at the currently approved rate; however, the total mileage reimbursement will not exceed the sum of the lowest available round-trip coach airfare. Off-airport parking facilities should be used.

Parking/Tolls

Entertainment, Business, and Educational Meetings

Reasonable expenses incurred for business or educational meetings or other types of business-related entertainment will be reimbursed only if the expenditures are approved in advance by the City Administrator or City Clerk. Detailed documentation for any such expense must be provided, including:

- Date and place of entertainment
- Nature of expense
- Name, titles, and corporate affiliation of those entertained
- A complete description of the business purpose for the activity including the specific business matter discussed
- Vendor receipts (not credit card receipts or statements) showing the vendor's name, a description of the services provided, the date, and the total expenses, including tips (if applicable).

Meals and Incidentals

The City of Marion will reimburse meal and incidental expenses incurred during business related overnight travel. Incidental expenses include fees and tips for persons providing services, such as food servers, hotel housekeeping and luggage handlers. Incidental expenses do not include ground transportation, telephone calls or laundry. The City of Marion will generally reimburse travelers

for three meals a day. All itemized receipts are required when the total meal expenses for the day exceed \$50. Individual meals over \$25 should include explanation & justification.

Other Expenses

Reasonable City-related telephone and fax charges due to absence of City representatives from the individual's place of business are reimbursable. In addition, reasonable and necessary gratuities that are not covered under meals may be reimbursed.

Training Event Limits

7. Employees - Department heads may approve training for their staff up to \$250 per event which would include registration fees, mileage, meals and lodging and must be part of the employee's job responsibilities and planned training schedule. Over \$250 to \$1,000 must be approved by department head and city administrator and meet the same criteria.
8. Department Heads and other staff – Same as above and approved by city administrator up to \$1,000.
9. City Administrator – up to \$1,000 with same criteria.
10. Over \$1,000 per event must be approved by council and meet the criteria above.
11. Each department will develop a training budget and training schedule for each employee.
12. All employees receiving of \$1,000 or more, per event, may be required to sign a pledged service agreement based on administration recommendation and council approval.

Non-reimbursable Expenditures

The City maintains a strict policy that expenses in any category that could be perceived as lavish or excessive will not be reimbursed, as such expenses are inappropriate for reimbursement by a City. Expenses that are not reimbursable include, but are not limited to:

- Travel insurance
- First class tickets or upgrades
- When lodging accommodations have been arranged by the City and the individual elects to stay elsewhere, reimbursement is made at the amount no higher than the rate negotiated by the City. Reimbursement shall not be made for transportation between the alternate lodging and the meeting site.
- Limousine travel
- Movies, liquor, or bar costs

- Participation in or attendance at golf, tennis, or sporting events, without the advance approval of the City Administrator or his designee
- Purchase of sporting equipment
- Spa or exercise charges
- Clothing purchases
- Business conferences and entertainment which are not approved
- Valet service or laundry service (Unless trip is longer than 7 days)
- Car washes
- Toiletry articles
- Expenses for spouses, friends, or relatives. If a spouse, friend or relative accompanies City representatives on a trip, it is the responsibility of the City representatives to determine any added cost for double occupancy and related expenses and to make the appropriate adjustment in the reimbursement request.

O-5. Uniform Policy. Maintenance employees assigned to Public Works departments defined as Street & Alley, Parks & Recreation, Water Distribution, Water Production, Sewer Treatment and Refuse will begin their workday wearing neat and clean uniforms consisting of city provided shirts. The shirts will be provided by the city and will have "City of Marion" displayed on them. Employees excluding electrical department (see below) will be given a clothing allowance to purchase work jeans, jackets, sweatshirts, gloves and/or work boots. As proper receipts are provided the employee will be reimbursed through the payroll system up to a maximum of \$150.00 per fiscal year.

The electrical department will be issued City of Marion owned arc rated and flame-resistant clothing to the men and women who work in such department. The employees of this department are required to wear full body protection including flame resistant pants, balaclavas or face shields, boots and gloves, in addition to flame resistant shirts and coveralls. The required uniform will be worn by all electrical employees, during working hours, unless otherwise directed by the supervisor. Uniforms must be neat and clean. No uniform or portion of uniform will be worn outside of working hours. The uniforms issued will be purchased and labeled by the City of Marion.

The police department will provide uniforms in a manner consistent Kansas State Statutes 19-824. The Chief of Police and the City Administrator shall make written recommendations on design and color for duty and dress

uniform of the police force to the governing body of the city for approval and implementation.

The uniform worn, equipment issued and the appearance of department members will be prescribed as follows.

No badge, button or other insignia will be worn on any part of the uniform unless authorized by the Chief of Police. A complete listing of approved insignia shall be provided to the Administrator and Governing Body annually.

The badge, authorized or approved handgun, authorized or approved ammunition, and authorized or approved magazines will be carried by all members at all times while on duty unless otherwise authorized by the Chief of Police. A complete listing of approved weapons, munitions shall be provided to the Administrator and Governing Body annually.

3. The badge and picture ID will be presented by a member in civilian clothes to establish their official identity when necessary.

4. The complete uniform will be worn by all members, when on duty, unless otherwise directed by the Chief of Police. Uniforms must be cleaned and pressed. No uniform or portion of uniform will be worn while off duty, unless authorized by the Chief of Police.

5. Uniforms will conform to Kansas Statute and shall be approved by the Administrator and City Council.

6. The uniform issued, including ASTM F-2413 footwear, will be purchased by the Marion Police Department. Replacement leather will be purchased by the Marion Police Department. Uniform alterations will be made at the Marion Police Department's expense.

7. All aspects of the Marion Police Department uniform as well as officer-owned equipment carried both on person and in a department patrol car, that does not conform to department issued equipment, will only be carried with written permission of the Chief of Police and City Administrator. This equipment list of case-by-case approved equipment will be kept in the employee's personnel file in the City Clerk's Office. Use of non-approved equipment may result in disciplinary action, up to and including termination of employment.

8. The department will have specialized uniforms for certain events. Class A uniforms will be worn for all funerals, court and graduation ceremonies and any other special events as ordered by the Chief of Police and sanctioned by the Marion City Council. Specialized uniforms may be designated as necessary for special assignment. All special uniforms must be approved by the Chief of Police.

B. Personal Appearance.

1. Officers and employees will present a neat, clean appearance at all times.
2. Officers will not smoke inside the Marion Police Department, Police Vehicle or any facilities that are designated non-smoking. Any damage caused by this activity in the office or department vehicle will be the responsibility of the officer and will result in disciplinary action.
3. Officers using smokeless tobacco will not spit in view of the public. Officers must use a sealed plastic bottle if they wish to spit in the Police Department. Bottles will not be left in public view in the office area. There will be no spitting in trashcans in the office. Any damage caused by this activity in the office will be the responsibility of the officer and may result in disciplinary action. Officers will not give the appearance that they have tobacco in their mouths.

For office personnel, neat and clean business casual or business dress is appropriate. If inappropriate attire is worn, you may be asked to return home to change. Most Fridays are considered casual day and shirts provided by the city with the city logo may be worn.

Employees are responsible to launder garments issued by the City in compliance with manufacturer's instructions and report needs for replacement items on a monthly basis.

Upon termination of employment, all clothing labeled or identified by the city's logo must be returned to the city prior to final compensation being released to the former employee.

O-6 Social Media Policy. To address the fast-changing landscape of the Internet and the way residents communicate and obtain information online, City of Marion departments may consider using social media tools to reach a broader audience. The City encourages the use of social media to further the goals of the City and the missions of its departments, where appropriate.

The City of Marion has an overriding interest and expectation in deciding what is "spoken" on behalf of the City on social media sites. This policy establishes guidelines for the use of social media.

Personal use of social media during work hours is allowable during lunch hour and employee breaks. Please also be mindful of your use of social media outside work hours as you are a representative of our municipal corporation at all times. While the City has no intention of unreasonably controlling your activities or communications outside work hours, the City reserves the right to manage its public image and protect its confidential information.

Definitions

CITY: The City of Marion, Kansas.

NON-PROFIT: An IRS registered 501c business or organization.

SOCIAL MEDIA: Websites and applications that enable users to create and share content as individuals and/or organizations.

FOR-PROFIT: Any business or organization that is not 501c designated.

Appropriate Uses. The best, most appropriate City of Marion uses of social media tools fall generally into three categories:

1. As channels for disseminating time-sensitive information as quickly as possible (example: emergency information).
2. As marketing/promotional channels which increase the City's ability to broadcast its messages to the widest possible audience.
 - a. Can include messages from non-profit entities that will also be beneficial to the city of Marion.
3. As a feedback tool, to obtain the public's opinions on current city issues.

Users and visitors to social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communication between City departments and members of the public

City of Marion Website. The City of Marion's website (Marionks.net) will remain the City's primary and predominant internet presence. Wherever possible, content posted to City of Marion social media sites will also be

available on the City's main website. Also, whenever possible, City of Marion posts will contain links directing users back to the City's official website for in-depth information, forms, documents or online services necessary to conduct business with the City of Marion.

Administration. The City Clerk and staff will maintain a list of social media tools which are approved for use by the City Council. The City Clerk and staff will also maintain a list of all City of Marion social media sites, including login and password information. In situations where personal logins are used, the City Clerk and staff will be required to be listed as an administrator of the site. Department heads will inform the City Clerk and staff of any new social media sites or administrative changes to existing sites. The City must be able to immediately edit or remove content from social media sites. All new social media tools, sites, or profiles proposed for City use will be approved by the City Council. Departmental staff will be responsible for the content and upkeep of any social media sites their department may create.

Prohibited Content. City of Marion social media site articles and comments containing any of the following forms of content shall not be allowed:

1. Comments not topically related to the particular social medium article being commented upon;
2. Comments in support of or opposition to political campaigns or ballot measures;
3. Profane language or content;
4. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
5. Sexual content or links to sexual content;
6. Solicitations of for-profit commerce;
7. Conduct or encouragement of illegal activity;
8. Information that may tend to compromise the safety or security of the public or public systems; or
9. Content that violates a legal ownership interest of any other party.
10. Employees must have prior approval from the City Administrator before publishing any information about or related to the City. Employees are not permitted to speak on behalf of or represent the City in social media without permission. Employees should not make untrue, disrespectful, unprofessional, discriminatory, or harassing comments about others.

11. Employees are prohibited from sharing confidential or proprietary information, including client information, personnel information and confidential information received from any other parties.

These guidelines must be displayed to users or made available by hyperlink. Any content removed based on these guidelines must be retained, including the time, date and identity of the poster when available. The City reserves the right to restrict or remove any content that is deemed in violation of this social media policy or any applicable law.

Compliance. Wherever possible, all City of Marion social media sites shall comply with all appropriate City of Marion policies and standards, outlined in the City of Marion Personnel Policies & Guidelines handbook. Any exceptions will be approved by the City Clerk and staff and subject to review by the City Administrator, Mayor and City Council.

City of Marion social media sites are subject to State of Kansas public records laws. Any content maintained in a social media format that is related to City business, including a list of subscribers and posted communication, is a public record. The Department maintaining the site is responsible for responding completely and accurately to any public records request for public records on social media. Content related to City business shall be maintained in an accessible format and so that it can be produced in response to a request. Wherever possible, such sites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure. Users shall be notified that public disclosure requests must be directed to the City Clerk and staff.

Consistency. The City will approach the use of social media tools as consistently as possible, enterprise wide. While not required by City Policy, all elected officials of the City of Marion are encouraged to provide effective leadership by following the same social media guidelines staff are expected to follow.

Approved Tools. The following social media tools have been approved for use by the City of Marion:

1. Facebook
2. Twitter
3. Youtube
4. NextDoor

Disciplinary Action.

Failure to comply with the letter as well as intent of the social media policy will be deemed a violation of personnel policy and shall be dealt with in a manner consistent with O-3 Disciplinary Actions.

The Elected Governing Body of the City of Marion officially recognizes the following types of disciplinary actions:

- (a) *Verbal Warning.* A verbal warning is an oral reprimand given to an employee by his or her supervisor or department head. A record of the warning shall be recorded in the employee's file.
- (b) *Reprimand.* A reprimand is a written notice to an employee by his or her supervisor or department head, a copy of which shall be recorded in the employee's file.
- (c) *Probation.* Probation is a trial period of a specific length of time during which an employee is required to fulfill a set of conditions, or to improve work performance, or to improve on the job behavior. Failure to meet the probationary requirements may result in additional disciplinary actions.
- (d) *Salary Reduction.* A salary reduction is the lowering of an employee's rate of pay within the pay range to which the employee's position is assigned.
- (e) *Demotion.* A demotion is the placement of an employee into a position of a lower pay range.
- (f) *Suspension.* A suspension is the removal of an employee from service, with or without pay, for a specific period of time.
- (g) *Termination.* Termination is the removal of an employee from city employment.

I, _____, hereby acknowledge the receipt of a copy of the City of Marion's Social Media Policy. I agree to read and familiarize myself with the contents and I understand I will be responsible for adhering to this Policy. I agree to abide by the City of Marion's rules and procedures as outlined in the Policy.

Signature

Date

Printed Name

ARTICLE P. EMPLOYEE PROGRAMS

P-1 Americans with Disabilities Act

The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training, and other terms, conditions and privileges of employment. The ADA does not alter the City's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of City of Marion policy, the City of Marion prohibits discrimination of any kind against people with disabilities.

P-2 Disabled Defined

An applicant or employee is considered disabled if he or she (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record or past history of such an impairment; or (3) is regarded or perceived (correctly or incorrectly) as having such impairment.

A qualified employee or applicant with a disability is an individual who satisfies the requisite skill, experience, education and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

P-3 Reasonable Accommodation

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Qualified applicants or employees who are disabled should request reasonable accommodation from the City of Marion in order to allow them to perform a particular job. If you are disabled and you desire such reasonable accommodation, contact your immediate supervisor, designated manager, or Human Resources. On receipt of your request we will meet with you to discuss your disability. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations, or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will

explore alternatives with you and endeavor to implement a mutually agreeable accommodation.

Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, the City of Marion does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, the City of Marion does not have to provide an accommodation if doing so would cause undue hardship to the City of Marion.

P -4 Substance Abuse

The City recognizes alcohol and drug abuse as potential health, safety and security problems. The City of Marion expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to discipline and/or discharge.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription drugs on City premises or at any time and any place during working hours. While we cannot control your behavior off the premises on your own time, we certainly encourage you to behave responsibly and appropriately at all times. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may inform your immediate supervisor, City Clerk, or City Administrator for assistance in seeking help to address substance abuse, who can also help you determine coverage available under the City of Marion's medical insurance plan.

It is the responsibility of each employee to seek assistance from the Employee Assistance Program before alcohol and drug problems lead to disciplinary actions. The employee's decision to seek assistance from the Employee Assistance Program will not be used as a basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. On the other hand, using the EAP will not be a defense to imposition of disciplinary action where the

facts providing a violation of this policy are obtained outside the EAP. Once a violation of this policy occurs, subsequently using the EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action. Accordingly, the purposes and practices of this policy and the EAP are not in conflict but are distinctly separate in their applications.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the City.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.

P-5 Grievance Procedure

Preliminary Step

You must first address your grievance with your immediate supervisor. This may be done orally in informal discussion. If your informal attempts to resolve the matter are not successful, you may implement the formal grievance process.

Step 1

You must first submit your grievance in writing to your immediate supervisor. Grievances must be submitted within 30 calendar days following the date you first knew or should have known of the grievance. If you do not submit the grievance within the 30-day period, you waive your right to assert it.

Your supervisor will respond in writing within ten (10) days following receipt of your grievance. All grievances and replies in Step 1 must be in writing. If the grievance is not settled in Step 1, then you may proceed to Step 2.

Step 2

Within ten (10) days following your receipt of the written answer to your Step 1 grievance from your supervisor, you may appeal the disposition of your grievance by your supervisor to your Department Head. The Department Head will then undertake an investigation of your grievance and the underlying facts. Within 15 business days following receipt of your grievance the Department Head will meet with you in person to discuss your grievance. The Department Head will then provide a written response to your grievance within 15 business days following the date of your meeting.

Step 3

If you are not satisfied with the response of the Department Head at Step 2, you may submit your grievance to the City Administrator for review within five (5) days following receipt of the written response from your Department Head. The Administrator will review the grievance and provide a written response within 15 business days following receipt of the Step 3 grievance.

Step 4

You may appeal a Step 3 grievance to Step 4 and request final and binding arbitration of your grievance. The request for arbitration must be in writing and must be made within 30 days following receipt of the response of the Administrator at Step 3.

Upon receipt of your request, the City of Marion will, within ten (10) working days of its receipt of your request, ask the Federal Mediation and Conciliation Service or the American Arbitration Association to provide a list of prospective arbitrators. The parties will choose an arbitrator from the list provided. If the parties cannot agree upon the choice of an arbitrator, then you and the City of Marion will ask the American Arbitration Association to appoint an arbitrator to hear your case.

FORMS

ANNUAL SEXUAL HARASSMENT ASSESSMENT FORM

The following questions are designed to adhere to the Sexual Harassment in the Workplace provisions of the City of Marion Personnel Policies and Guidelines Manual. Each City employee, by virtue of this policy, is required to answer the following questions:

1. Have you been subjected to any unwelcome behavior that would constitute sexual harassment in the workplace while working for the City of Marion in the past twelve- (12) months?

Yes _____ No _____

2. Have you observed or witnessed any unwelcome behavior that would constitute sexual harassment in the workplace while working for the City of Marion in the past twelve- (12) months?

Yes _____ No _____

3. Have you been told by anyone that they have been subjected to any unwelcome behavior that would constitute sexual harassment in the workplace while working for the City of Marion in the past twelve- (12) months?

Yes _____ No _____

I understand and attest that the above responses to the aforementioned questions are true and correct.

Date

Employee Signature

Witness Signature

**Substance Abuse Policy
Of
The City of Marion Kansas
Certificate of Agreement**

I do hereby certify that I have received and read the Substance Abuse Policy of the ***City of Marion, Kansas.***

I understand that I will be required to submit to a drug and alcohol screen if any of the circumstances occur as outlined in the Policy under paragraph V.; Drug and Alcohol Screening. And, I hereby consent in writing to, and I hereby consent to the testing and analysis of such specimen (breath or urine) for drugs and/or alcohol, to the submission of such specimen (breath or urine) to the laboratory, or person certified to test breath for presence of alcohol only, designated by the City of Marion Kansas, to both conduct such screening and provide results thereof to the City, and I hereby release any such Laboratory, person certified to test breath and the City, from any and all liability that might arise by virtue of the performance of such screening procedures, the reporting of the results thereof, and the reliance upon the results so reported.

I also understand that my employment will be subject to termination, even upon a first occurrence, if upon request by the City I should refuse to submit to a drug and/or alcohol screen, or if after submitting to such a drug and/or alcohol screening procedure there is a positive result produced by such screen.

Signed this _____ day of _____, _____

(Employee Signature)

(Employee's Name-typed or Printed)

(Employee's Social Security Number)

Applicant Drug Screen Release

1. I understand that the City of Marion, Kansas has a policy requiring each applicant for employment to be tested for the presence of drugs.

2. I authorize the collection agency specified in the Drug Program to take from me the required specimen which will be tested by a certified NIDA/CAP certified laboratory for marijuana, cocaine, opiates, amphetamines and PCP.

3. I understand that the specimen will be tested to determine the presence of these drugs using a chain-of-custody procedure to insure the integrity of the specimen and its identification.

4. I understand that the results of this testing will be reviewed and that the City of Marion, Kansas will terminate the application process if the results indicate the presence of illegal or improperly used prescription drugs in my system.

5. I understand that should I be hired by the City of Marion, Kansas, I may be subject to future substance testing as outlined in the City of Marion Substance Abuse Policy.

6. I herewith release the City of Marion, Kansas and its affiliated, agents and employees from all liability or responsibility related to the test administration or processing or any act of omission arising there from.

Applicant Name (Print)

Applicant Signature

Social Security Number _____

Date _____

VEHICLE USE REPORT

Name of Driver _____ SS No. _____

Address of Driver _____

Make of Vehicle _____

Model Year of Vehicle _____

Odometer Reading (Jan 1) _____

Odometer Reading (Nov 26) _____

Odometer Reading (Dec 31) _____ (Estimated from above)

Miles Driven in Current Year _____

Miles from home to place of reporting to work (one way)

Do you drive this vehicle to and from work for your lunch break?

Days you were off for Vacation/Comp Time

Days you were off for Sick Leave

Days vehicle was unavailable to you due to repairs, attended conferences, etc

Total days vehicle was not available for your use

I, the undersigned hereby affirm that the above is true and correct to the best of my knowledge and belief.

Signature: _____ Date: _____

Note: IRS requires payroll deductions for Federal Income Tax, State Income Tax, Social Security and KPERS for the value of the use of City owned vehicles which are used to go to and from work. It is very possible that we will be subject to audit, please be complete and correct.

I DID NOT DRIVE A CITY OWNED VEHICLE TO OR FROM WORK DURING THE CURRENT CALENDAR YEAR.

Signature: _____ Date: _____

Request for Travel or Meeting - Related Reimbursement

Please submit this request to City Clerk or City Administrator for reimbursement of travel-related expenditures. The full company policy related to business travel-related expenditures is in our Employee Handbook.

Employee – Please complete (please print clearly)

Name	Telephone Number
Home Address	Supervisor

Travel Information

Date	Travel From (provide street address)	Travel To (provide name and street address)	Distance (Total Miles)	Reimbursement Requested
MILEAGE TOTAL:				

Meal/Lodging Information

Date	Location	Meals Amount	Lodging Amount	Total
MEALS/LODGING TOTAL:				

TOTAL EXPENSES (mileage, meals, and lodging)

Employee Certification

I have read and understand the company policy regarding reimbursement of travel-related expenditures and hereby request reimbursement for the travel-related expenditures listed above. I certify that the above information is true and correct.

Employee Signature

Date

----- Do not write below this line -----

Recommendations

Approval Recommended: Yes No

Signature of Immediate Supervisor

Name: _____

Signature: _____

Date: _____

Approval

City Clerk or City Administrator

Name: _____

Signature: _____

Date: _____

Reimbursement check #: _____ Amount \$ _____

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Acknowledgement of Receipt of City of Marion, Kansas Employee Handbook

I acknowledge that I have received a copy of the City of Marion Employee Handbook ("Handbook"). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as all other policies and procedures of the City of Marion.

I also understand that the purpose of this Handbook is to inform me of the City of Marion's policies and procedures, and that it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any City of Marion employee, nor is it intended to create contractual obligations of any kind. I understand that the City of Marion has the right to change any provision of this Handbook at any time and that I will be bound by any such changes.

I expressly agree to the Dispute Resolution in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between the City of Marion and me, subject to the City of Marion's right to seek injunctive relief. I agree to first seek to mediate any dispute with the City of Marion with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, I agree to submit the dispute to arbitration. I understand that by agreeing to arbitration I waive any right I may have to sue or seek a jury trial. The decision of the arbitrator will be final and binding.

Signature

Date

Full Name (please print)

Please sign and date one copy of this acknowledgement and return it to City Clerk. Retain a second copy for your reference. Last page of this manual is available as the signature copy to be presented to our city clerk.