



ABILENE CITY COMMISSION - REGULAR MEETING AGENDA
ABILENE PUBLIC LIBRARY, 209 NW FOURTH STREET
December 11, 2023 - 4:00 pm

VIEW THIS CITY COMMISSION MEETING VIRTUALLY AT
www.abilenecityhall.com/watchlive

1. Call to Order
2. Roll Call: _____ Witt _____ Kollhoff _____ Rein _____ Miller _____ Marshall
3. Pledge of Allegiance
4. Approval of the Agenda for the December 11, 2023, City Commission Meeting
5. Consent Agenda - Consent Agenda items are considered routine business items. The consent agenda can be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.
 - a. Meeting Minutes for November 27, 2023, Regular Meeting
 - b. Approval of 2024 Cereal Malt Beverage License renewals
6. Public Comments and Communications
 - a. Public Forum: Persons who wish to address the City Commission regarding items outside the agenda may do so when called upon by the Mayor. Speakers will be allowed a three-minute time limit.
7. Business Items
 - a. Consider approval Resolution 121123-1, A RESOLUTION CONCERNING LICENSE, PERMIT AND OTHER USER RELATED FEES OF THE CITY OF ABILENE, KANSAS. – City Clerk, Shayla Mohr
 - b. Consider approval of Ordinance No. 23-3441, AN ORDINANCE AMENDING CHAPTER 1, ARTICLE 1 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, BY AMENDING SECTION 1-104 CONCERNING THE MAYOR AND VICE MAYOR FOR THE CITY OF ABILENE, KANSAS. – Mayor, Trevor Witt

- c. Consider approval of an agreement with Tyler Technologies for Administration Software. – Finance Director, Leann Johnson
- d. Consider a motion to cancel the December 25, 2023, City Commission Meeting- City Manager, Ron Marsh

8. Items for discussion

- a. Consider approval of the Mayor's recommendation to appoint Tony Serbousek to the Library Board to fill an unexpired term, expiring April 2026.

9. Reports

- a. City Manager's Report

10. Executive Session

- a. Executive Session: I move the City Commission recess into executive session for ____ minutes to discuss the City Manager's evaluation based upon the need to discuss personnel matters of non-elected personnel pursuant to K.S.A. 75-4319(b)(1). The meeting will resume in this room at ____p.m.

11. Recess of Regular Meeting

- a. Consider a motion to recess the December 11, 2023, City Commission Meeting. The City Commission Study Session will begin in 15 minutes, no sooner than 4:30 p.m.



12. Call to Order – December 11, 2023, City Commission Study Session

13. December 11, 2023, City Commission Study Session Agenda

- a. Personnel Manual Changes – City Clerk, Shayla Mohr
- b. Ordinance setting water and sewer rates – City Manager, Ron Marsh
- c. Update on 14th Street and Van Buren Project-KDOT Cost Share Grant – City Manager Ron Marsh

14. Consider a motion to adjourn the December 11, 2023, City Commission Meeting.

Future Meeting Reminders

*City Commission Regular Meeting, January 8, 2024, at 4 p.m.

*City Commission Study Session, January 8, 2024 - 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.

*City Commission Regular Meeting, January 22, 2024, at 4 p.m.

*City Commission Study Session, January 22, 2024 – 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.



Abilene City Commission Meeting Minutes
Abilene Public Library – 209 NW Fourth Street
November 27, 2023, @ 4:00 pm.
Abilene, Kansas

1. Call to Order

2. Roll Call – City Commission Present: Mayor Witt, Commissioners Kollhoff, Rein, and Marshall. Absent: Commissioner Miller.

Staff Present: City Manager Marsh, City Clerk Mohr, Finance Director Johnson, City Attorney Martin, Fire Chief Strunk, Police Chief Hatter, Community Development Director Zook, Convention and Visitors Bureau Director Roller-Weeks, Streets and Utilities Superintendent Hawk, Administrative Manager-Public Works Hiatt, and Administrative Assistant Olson.

3. Pledge of Allegiance

Agenda

4. Approval of the Agenda for the November 27, 2023, City Commission Meeting

Motion by Commissioner Rein, seconded by Commissioner Miller, to approve the agenda with the addition of item 7e, regarding an ordinance levying one-quarter percent sales tax for the Local Street Improvement Program and item 12b, Mayor/Vice-Mayor selection ordinance. Roll call vote: Rein YES, Marshall YES, Kollhoff YES, Witt YES. The motion carried 4-0.

Consent Agenda

5. Consent Agenda - Consent Agenda items are considered routine business items. The consent agenda can be acted upon by one motion unless a majority of the City Commission votes to remove an item for discussion and separate action.

a. Meeting Minutes for November 13, 2023, Regular Meeting

b. Approval of Resolution No. 112723-1, A RESOLUTION AUTHORIZING THE CITY OF ABILENE'S FINANCIAL STATEMENTS FOR FISCAL YEAR 2024 TO BE PREPARED IN

COMPLIANCE WITH THE CASH BASIS AND BUDGETARY LAWS OF THE STATE OF KANSAS.

- c. Approval of Resolution No. 112723-2, A RESOLUTION APPROVING LONGEVITY PAY PER SECTION 13.16 OF THE EMPLOYEES POLICIES AND GUIDELINES OF THE CITY OF ABILENE, KANSAS.

Motion by Commissioner Rein, seconded by Commissioner Marshall, to approve the consent agenda as presented. Roll call vote: Rein YES, Marshall YES, Kollhoff YES, Witt YES. The motion carried 4-0.

6. Public Comments and Communications

- a. Public Forum: Persons who wish to address the City Commission regarding items outside the agenda may do so when called upon by the Mayor. Speakers will be allowed a three-minute time limit.

Jacque Berkley-Webb, 1409 N. Van Buren, expressed concerns regarding the 14th Street/Van Buren project plans, ambulances having to stop at the four-way stop, and rural living being disrupted.

Fred Bailey, 1611 NW 14th, expressed concerns regarding the plans for the 14th Street/Van Buren project; there are no accidents at this intersection, so there doesn't need to be a four-way stop and concerns that rural living will be disrupted.

Greg Wilson, 2201 S. Washington, expressed concerns about increasing property taxes with the 14th Street/Van Buren Project. Taxes are high enough already on his rental property and farmland.

7. Business Items

- a. Consider approval of Ordinance No. 23-3438, AN ORDINANCE AMENDING SECTION 3-811 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, CONCERNING MOBILE FOOD VENDORS.

Motion by Commissioner Marshall, seconded by Commissioner Rein to approve Ordinance No. 23-3438, AN ORDINANCE AMENDING SECTION 3-811 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, CONCERNING MOBILE FOOD VENDORS and to change annual license fee to \$100.00. Roll call vote: Marshall YES, Rein YES, Kollhoff YES, Witt YES. The motion carried 4-0.

- b. Consider approval of Ordinance No. 23-3439, AN ORDINANCE AMENDING CHAPTER 3 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS BY ADDING A NEW ARTICLE 17

PERTAINING TO LICENSING AND REGULATIONS OF PAWNBROKERS AND PRECIOUS METAL DEALERS IN THE CITY OF ABILENE, KANSAS.

Motion by Commissioner Rein, seconded by Commissioner Marshall, to approve Ordinance No. 23-3439, AN ORDINANCE AMENDING CHAPTER 3 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS BY ADDING A NEW ARTICLE 17 PERTAINING TO LICENSING AND REGULATIONS OF PAWNBROKERS AND PRECIOUS METAL DEALERS IN THE CITY OF ABILENE, KANSAS. Roll call vote: Rein YES, Marshall YES, Kollhoff YES, Witt YES. The motion carried 4-0.

- c. Consider approval of Master Agreement for Professional Services Abilene, KS CCLIP Work Order Amendment #1 with Olsson, Inc. for Construction Observation and Materials Testing for the CCLIP Project-K-15 from SW 6th Street to the UPRR.

Motion by Commissioner Marshall, seconded by Commissioner Rein to approve a Master Agreement for Professional Services-Abilene, KS CCLIP Work Amendment #1 with Olsson, Inc. for Construction Observations and Materials Testing for the CCLIP Project – K-15 from SW 6th Street to the UPRR. Roll call vote: Marshall YES, Rein YES, Kollhoff YES, Witt YES. The motion carried 4-0.

- d. Consider approval of Master Agreement Work Order No. 5 with Olsson, Inc, for the Displace Threshold for Runway 17 at the Abilene Municipal Airport.

Motion by Commissioner Rein, seconded by Commissioner Kollhoff, to approve Master Agreement Work Order No. 5 with Olsson, Inc., for the Displace Threshold for Runway 17 at the Abilene Municipal Airport. Roll call vote: Rein YES, Kollhoff YES, Marshall YES, Witt YES. The motion carried 4-0.

- e. Consider approval of Ordinance No. 23-3440, AN ORDINANCE LEVYING A ONE-QUARTER OF ONE PERCENT (0.25%) SPECIAL PURPOSE RETAILERS' SALES TAX WITHIN THE CITY OF ABILENE, KANSAS, FOR THE PURPOSE OF FUNDING A LOCAL STREET IMPROVEMENT PROGRAM.

Motion by Commissioner Marshall, seconded by Commissioner Rein to approve Ordinance No. 23-3440, AN ORDINANCE LEVYING A ONE-QUARTER OF ONE PERCENT (0.25%) SPECIAL PURPOSE RETAILERS' SALES TAX WITHIN THE CITY OF ABILENE, KANSAS, FOR THE PURPOSE OF FUNDING A LOCAL STREET IMPROVEMENT PROGRAM. Roll call vote: Marshall YES, Rein YES, Kollhoff YES, Witt YES. The motion carried 4-0.

8. Items for Discussion

- a. Consider approval of a bid from Midwest Bio-Systems in the amount of \$67,230.00 for the purchase of a Compost Turner for the Recycling Center.

Motion by Commissioner Marshall, seconded by Commissioner Rein, to approve a bid from Midwest Bio-Systems in the amount of \$67,230.00 for purchasing a Compost Turner for the Abilene Recycling Center. Roll call vote: Marshall YES, Rein YES, Kollhoff YES, Witt YES. The motion carried 4-0.

- b. Authorize the Mayor to sign an engagement letter with Varney & Associates for the audit of the City of Abilene's Financial Statements for the year ending December 31, 2023.

Motion by Commissioner Marshall, seconded by Commissioner Rein, to authorize the Mayor to sign an engagement letter with Varney and Associates for the audit of the City of Abilene's Financial Statement for the year ending December 31, 2023. Roll call vote: Marshall YES, Rein YES, Kollhoff YES, Witt YES. The motion carried 4-0.

9. Reports

a. City Manager's Report

Reminder: The next Community Meeting for the Comprehensive Plan is tomorrow night, November 28 in the library at 6 pm.

Phase 1.5 of the 14th Street Improvement Project will start this week. 14th Street from Cedar (East side) to Buckeye (West side) will close tomorrow. The north side of the Cedar/14th Street intersection closed today. You can find updates on the Community Engagement Dashboard.

Storm drainage work for the CCLIP project on Buckeye starts this week; traffic control is being set up today.

Shayla Mohr has completed all the requirements and has been awarded the designation of Certified Municipal Clerk from the International Institute of Municipal Clerks.

A big thank you to the Public Works crews for their hard work and dedication in clearing roads within the city limits this weekend.

Reminder: Cowtown Christmas is this weekend, December 2-3. Visit abilenekansas.org for a schedule of events.

10. Recess of Regular Meeting

- a. Consider a motion to recess the November 27, 2023, City Commission Meeting.

Motion by Commissioner Marshall, seconded by Commissioner Rein, to recess the November 27, 2023, City Commission Meeting at 4:45 pm. Roll call vote: Marshall YES, Rein YES, Kollhoff YES, Witt YES. The motion carried 4-0. The City Commission Study Session will begin at 5:00 pm.

11. Call to Order – City Commission Study Session

The City Commission Study Session was called to order at 5:00 pm.

12. November 27, 2023, City Commission Study Session Agenda

- a. Fee Schedule Resolution
- b. Ordinance regarding Mayor/Vice-Mayor selection process

13. Adjournment

- a. Consider a motion to adjourn the November 27, 2023, City Commission Meeting

Motion by Commissioner Marshall, seconded by Commissioner Rein, to adjourn the November 27, 2023, City Commission Meeting at 5:07 pm. Roll call vote: Marshall YES, Rein YES, Kollhoff YES, Witt YES. The motion carried 4-0.

(Seal)

Trevor D. Witt, Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk



City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Council Member

Wendy Miller
Council Member

Dee Marshall
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, December 11, 2023

Session: Regular Meeting

Topic: Cereal Malt Beverage License Annual Renewals

Department: Administration

Staff Contact: Shayla Mohr, City Clerk

Background:

All paperwork and payments have been received for the following Cereal Malt Beverage Licenses. All inspections and background checks have been completed.

Abilene 24/7 – 2200 N. Buckeye – packaged sales
AC Westside Market – 1020 W. First Street – packaged sales
Casey's General Store – 201 S. Buckeye – packaged sales
Dollar General #22963 – 409 N. Buckeye – packaged sales
Family Dollar Store #32690 – 1709 N. Buckeye – packaged sales
Historic Abilene Inc. – Old Abilene Town – 201 SE 6th St. – on premise
Kwik Shop – 1401 N. Buckeye – packaged sales
Love's Travel Stops – 2322 Fair Rd. – packaged sales
Pizza Hut – 1703 N. Buckeye – on premise
Corner Stop – Cenex – 100 S. Buckeye – packaged sales
Liberty Cenex – 601 S. Buckeye – packaged sales
Snacks – 2000 N. Buckeye – packaged sales
Southside Bar – 210 W. First Street – on premise
Tossed N Sauced Pizza – 306 NW 3rd Street – on premise
West Stop West – 1324 NW 3rd Street – packaged sales
West's Plaza Country Mart – 1900 N. Buckeye – packaged sales

Recommendation:

Approve the 2024 Cereal Malt Beverage License renewals.

Fiscal Note:

Funding Source:

None



City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Council Member

Wendy Miller
Council Member

Dee Marshall
Council Member

CITY STAFF

Ron Marsh
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Shayla Mohr
City Clerk

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Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, December 11, 2023

Session: Regular Meeting

Topic: Fee Schedule Resolution

Department: Administration

Staff Contact: Shayla Mohr, City Clerk/Ron Marsh, City Manager

Background:

The City of Abilene has adopted a fee schedule for all fees charged.

We have a few changes to the fee schedule.

1. Mobile Food Vendor Fees – annual to \$100 per year (was \$200)
2. Mobile Food Vendor Fees – 3-day Event for \$25 (new option)
3. Nuisance Abatement/Code Case Mowing Fee - \$100.00 per hour (no change, just adding to schedule)
4. Nuisance Abatement/Code Case Tree Removal Fee - \$150.00 per hour (no change, just adding to schedule)
5. Addition of Precious Metals/Pawnbroker license fee \$25.00 annually

Recommendation:

Approve Resolution 121123-1, a resolution concerning license, permit and other user-related fees of the City of Abilene, Kansas.

Fiscal Note:

Funding Source:

Fee Schedule for the City of Abilene, Kansas

As adopted by resolution No. 121123-1

Category	Description	Amount
Administrative	Facsimile Transmission - 1st Page	\$1.00
Administrative	Facsimile Transmission - Additional Pages	\$0.50
Administrative	Mailing Fee	\$1.00 plus postage
Administrative	Photo Copy Charges - First Page	\$1.00
Administrative	Photo Copy Charges - Additional Pages	\$0.50
Airport	Hangar Ground Rental Lease	\$0.10 per square ft. of developed structural space per year
Airport	Ground Rental Late Fee (After February 10th)	12%
Airport	Ground Rental Late Fee (After February 15th)	\$5.00 per day
Airport	Hanger Rental	\$90.00 per month
Airport	Hangar Rental Late Fee (After 10th of month)	12%
Airport	Hangar Rental Late Fee (After 15th of month)	\$5.00 per day
Alcoholic Beverages	Alcoholic Liquor Distributor	\$500.00
Alcoholic Beverages	Alcoholic Liquor Retailer (2-year license)	\$500.00
Alcoholic Beverages	Alcoholic Liquor Temporary Permit	\$25.00
Alcoholic Beverages	Cereal Malt Beverage - Consumption on premise	\$200.00 plus applicable ABC fees
Alcoholic Beverages	Cereal Malt Beverage - Packaged Sales	\$50.00 plus applicable ABC fees
Alcoholic Beverages	Cereal Malt Beverage - Special Event/Temporary Permit	\$25.00 plus applicable ABC fees
Alcoholic Beverages	Class "A" Club (2-year license)	\$300.00
Alcoholic Beverages	Class "B" Club (2-year license)	\$500.00
Alcoholic Beverages	Caterer (Temporary)	\$25.00 per day
Alcoholic Beverages	Drinking Establishment (2-year license)	\$500.00
Animal Control	Dog License Fee - Spayed/Neutered	\$2.00
Animal Control	Dog License Fee - Not Spayed/Neutered	\$5.00
Animal Control	Dog License Late Fee (After March 1st)	\$2.00
Animal Control	Kennel License	\$25.00
Animal Control	Miniature Vietnamese Pot-Bellied pigs	\$25.00 initial fee
Animal Control	Miniature Vietnamese Pot-Bellied pigs	\$5.00 annual renewal fee
Business	Adult Oriented Business	\$250.00
Business	Fireworks License (4 Days Retail Sale)	\$500.00
Business	Ice Cream Vendor - License (6 Months)	\$25.00
Business	Ice Cream Vendor - Vehicle Fee	\$10.00
Business	Mobile Food Vendor License-annual	\$100.00
Business	Mobile Food Vendor License-up to 3 day event	\$25.00
Business	Solid Waste Hauler License (per truck)	\$36.00
Business	Solicitors License (6 months)	\$25.00
Business	Precious Metals/Pawnbroker license (annual)	\$25.00 (established by statute)
Business	Transient Merchant License (90 days)	\$50.00

Fee Schedule for the City of Abilene, Kansas**As adopted by resolution No. 121123-1**

Category	Description	Amount
Community Development	Building Permit - Base Fee	\$25.00
Community Development	Building Permit - Each \$1,000 of value	\$3.50
Community Development	Building Permit - Additional Inspections	\$25.00
Community Development	Electrical Permit - Base Fee	\$25.00
Community Development	Plumbing Permit - Base Fee	\$25.00
Community Development	Plumbing Permit - Sewer	\$10.00
Community Development	Plumbing Permit - Septic	\$20.00
Community Development	Mechanical Permit - Base Fee	\$25.00
Community Development	Chicken Permit-Annual Fee	\$25.00
Community Development	Curb Cut/Driveway Permit	\$25.00
Community Development	Demolition Permit-Residential	\$25.00
Community Development	Demolition Permit-Commercial	\$50.00
Community Development	Development Approval Application	\$250.00
Community Development	Fence Permit	\$25.00
Community Development	Mobile Home Permit	\$50.00
Community Development	Roof Permit	\$25.00
Community Development	Sign Permit - Base Fee	\$25.00
Community Development	Licensing - Roofing Contractor-initial	\$200.00
Community Development	Licensing - Roofing Contractor-renewal	\$25.00 per year
Community Development	Licensing - Electrical Contractor-initial	\$200.00
Community Development	Licensing - Master Electrician-renewal	\$20.00 per year
Community Development	Licensing - Journeyman Electrician-renewal	\$ 15.00 per year
Community Development	Licensing - Apprentice Electrician-renewal	\$5.00 per year
Community Development	Licensing - Mechanical Contractor-initial	\$200.00
Community Development	Licensing - Master Mechanical-renewal	\$20.00 per year
Community Development	Licensing - Journeyman Mechanical-renewal	\$15.00 per year
Community Development	Licensing - Apprentice Mechanical-renewal	\$5.00 per year
Community Development	Licensing - Plumbing Contractor-initial	\$200.00
Community Development	Licensing - Master Plumber-renewal	\$20.00 per year
Community Development	Licensing - Journeyman Plumber-renewal	\$15.00 per year
Community Development	Licensing - Apprentice Plumber-renewal	\$5.00 per year
Community Development	Nuisance Abatement/Code Case Mowing Fee	\$100.00 per hour
Community Development	Nuisance Abatement/Code Case Tree Removal	\$150.00 per hour
CVB	Civic Center Rental (6 hours) \$100 deposit	\$100.00
CVB	Civic Center Rental (6 hours) \$100 deposit Non-Profit Organization	\$80.00
CVB	Civic Center Rental (12 hours) \$100 deposit	\$175.00
CVB	Civic Center Rental (12 hours) \$100 deposit Non-Profit Organization	\$120.00

Fee Schedule for the City of Abilene, Kansas**As adopted by resolution No. 121123-1**

Category	Description	Amount
CVB	Civic Center Rental Weddings \$500 deposit (8:00 am Friday - 1:00 pm Sunday)	\$500.00
CVB	Table and chair set up (requires one week notice)	\$150.00
Municipal Court	Court Costs	\$100.00
Municipal Court	Court Record	\$5.00 per case
Municipal Court	Warrant fee	\$45.00 per warrant
Municipal Court	30-Day Notice (Late Fee)	\$5.00
Municipal Court	Diversion Fee	\$150.00-\$250.00
Municipal Court	DUI Evaluation Fee	\$150.00
Municipal Court	Court Appointed Attorney Fee	\$250.00 per case upon conviction
Municipal Court	Fine/Bond Fee Schedule	established by Municipal Court Judge
Open Public Records	1st Page-copying fee	\$1.00
Open Public Records	Each Additional Page-copying fee	\$0.50
Open Public Records	Fax fee-1st page	\$1.00
Open Public Records	Fax fee-each additional page	\$0.50
Open Public Records	Mailing Fee	Actual cost of mailing plus \$1.00
Open Public Records	Inspection/Research Fee- Readily Available Rec	No Charge
Open Public Records	Inspection/Research Fee Minimum	\$10.00
Open Public Records	Inspection/Research Fee Above Minimum	Hourly rate of employee performing search plus 20%
Parks & Recreation	Community Center-Multi-Purpose Room	\$40.00 for first 2 hours, \$10.00 each additional hour
Parks & Recreation	Community Center-Basketball Court	\$30.00 per court per hour
Parks & Recreation	Community Center-Volleyball Court	\$15.00 per court per hour
Parks & Recreation	Senior Center rental	\$40.00 for first 2 hours, \$10.00 each additional hour
Parks & Recreation	Band Shell Rental-with Electricity	\$25.00
Parks & Recreation	Band Shell Rental-without Electricity	\$15.00
Parks & Recreation	Ball Diamonds-individual games	\$25.00 per field
Parks & Recreation	Ball Diamonds-tournaments	\$100.00 per field per day
Parks & Recreation	Rose Garden-all day	\$100.00
Police	Special Purpose Vehicle	\$50.00
Police	Fingerprints	\$20.00 per card
Police	Accident Reports	\$5.00
Police	Offense Reports	\$5.00
Police	Research/Redaction Fee	Report fee plus hourly rate of employee time used
Police	Case photo(s)	\$10.00
Police	Case Video(s)	\$20.00

Fee Schedule for the City of Abilene, Kansas

As adopted by resolution No. 121123-1

Category	Description	Amount
Police	Video Redaction	\$50.00 minimum plus case video fee. Rate is figured at hourly wage of employee. If redaction costs exceed the minimum fee then a quote will be provided before work is completed.
Police	View Video	\$20.00 plus hourly wage of employee monitoring the viewing.
Police	View Video Redaction	\$50.00 minimum plus view video fee. Rate is figured at hourly wage of employee. If redaction costs exceed the minimum fee then a quote will be provided before work is completed.
Public Works	Right-of-Way Permit	\$25.00
Public Works	Bulk Asphalt Millings-loaded	\$15.00 per ton
Public Works	Sewer-Extraterritorial Sewer Connection	\$1,500.00
Public Works	Sewer Tap Fee-if Street Work required	\$500.00
Public Works	Sewer Truck-use to neighboring cities	\$350.00 per hour plus mileage
Recycling	Monthly Recycling Fee	\$2.50
Sewer	Inside City Limits Monthly Minimum Charge-Ordinance 22-3412, effective 3/1/2022	\$15.30
Sewer	Inside City Limits Winter Water Usage Average-Ordinance 22-3412, effective 3/1/2022	\$0.638 per 100 gallons
Sewer	Outside City Limits Monthly Minimum Charge-Ordinance 22-3412, effective 3/1/2022	\$22.94
Sewer	Outside City Limits Winter Water Usage Average-Ordinance 22-3412, effective 3/1/2022	\$0.956 per 100 gallons
Storm Drain	Drainage Unit	\$1.25
Storm Drain	Single Family Dwelling (1 DU)	\$1.25
Storm Drain	Multiple Family Dwelling (up to 6 units)	.7 DU per unit
Storm Drain	Multiple Family Dwelling (7 tp 40 units)	.5 DU per unit
Storm Drain	Multiple Family Dwelling (over 40 units)	.4 DU per unit
Storm Drain	Central Business District (Double frontage and corner lots assessed for the shortest frontage)	One DU per 25 ft. or increment of frontage

Fee Schedule for the City of Abilene, Kansas**As adopted by resolution No. 121123-1**

Category	Description	Amount
Storm Drain	Commercial/Industrial Surface Less than 20,000 SF	$3.00 \times \$1.25 = \3.75
Storm Drain	Commercial/Industrial Surface 20,000 to 29,999 SF	$3.50 \times \$1.25 = \4.38
Storm Drain	Commercial/Industrial Surface 30,000 to 39,999 SF	$4.00 \times \$1.25 = \5.00
Storm Drain	Commercial/Industrial Surface 40,000 to 49,999 SF	$5.40 \times \$1.25 = \6.75
Storm Drain	Commercial/Industrial Surface 50,000 to 59,999 SF	$6.80 \times \$1.25 = \8.50
Storm Drain	Commercial/Industrial Surface 60,000 to 69,999 SF	$8.50 \times \$1.25 = \10.63
Storm Drain	Commercial/Industrial Surface 70,000 to 79,999 SF	$10.20 \times \$1.25 = \12.75
Storm Drain	Commercial/Industrial Surface 80,000 to 89,999 SF	$11.90 \times \$1.25 = \14.88
Storm Drain	Commercial/Industrial Surface 90,000 to 99,999 SF	$13.60 \times \$1.25 = \17.00
Storm Drain	Commercial/Industrial Surface 100,000 to 119,999 SF	$17.00 \times \$1.25 = \21.25
Storm Drain	Commercial/Industrial Surface 120,000 to 139,999 SF	$20.40 \times \$1.25 = \25.50
Storm Drain	Commercial/Industrial Surface 140,000 to 159,999 SF	$23.80 \times \$1.25 = \29.75
Storm Drain	Commercial/Industrial Surface 160,000 to 179,999 SF	$27.30 \times \$1.25 = \34.13
Storm Drain	Commercial/Industrial Surface 180,000 to 199,999 SF	$30.70 \times \$1.25 = \38.38
Storm Drain	Commercial/Industrial Surface 200,000 to 219,999 SF	$34.10 \times \$1.25 = \42.63
Storm Drain	Commercial/Industrial Surface 220,000 to 239,999 SF	$37.50 \times \$1.25 = \46.88
Storm Drain	Commercial/Industrial Surface 240,000 to 259,999 SF	$40.90 \times \$1.25 = \51.13
Storm Drain	Commercial/Industrial Surface 260,000 to 279,999 SF	$44.30 \times \$1.25 = 55.38$
Storm Drain	Commercial/Industrial Surface 280,000 to 299,999 SF	$47.70 \times \$1.25 = \59.63
Storm Drain	Commercial/Industrial Surface 300,000 to 319,999 SF	$51.10 \times \$1.25 = \63.88

Fee Schedule for the City of Abilene, Kansas

As adopted by resolution No. 121123-1

Category	Description	Amount
Storm Drain	Commercial/Industrial Surface 320,000 to 339,999 SF	54.50 x \$1.25 = \$68.13
Storm Drain	Commercial/Industrial Surface 340,000 to 359,999 SF	57.90 x \$1.25 = \$72.38
Storm Drain	Commercial/Industrial Surface 360,000 to 379,999 SF	61.30 x \$1.25 = \$76.63
Storm Drain	Commercial/Industrial Surface 380,000 to 399,999 SF	64.80 x \$1.25 = \$81.00
Storm Drain	Commercial/Industrial Surface 400,000 to 419,999 SF	68.20 x \$1.25 = 85.25
Storm Drain	Commercial/Industrial Surface 420,000 to 439,999 SF	71.60 x \$1.25 = \$89.50
Storm Drain	Commercial/Industrial Surface 440,000 to 459,999 SF	75.00 x \$1.25 = \$93.75
Storm Drain	Commercial/Industrial Surface 460,000 to 479,999 SF	78.40 x \$1.25 = \$98.00
Storm Drain	Commercial/Industrial Surface 480,000 to	81.80 x \$1.25 = \$102.25
Storm Drain	Commercial/Industrial Surface 500,000 SF and Over	85.20 x \$1.25 = \$106.50
Water	Water/Sewer Application Fee	\$25.00
Water	Water/Sewer Transfer Fee	\$25.00
Water	Water Reconnection Fee	\$30.00
Water	3/4" Water Service - Inside City Limits	\$1,800.00
Water	3/4" Water Service - Outsided City Limits	\$1,800.00 plus \$750.00 Service Fee
Water	1" Water Service - Inside City Limits	\$1,950.00
Water	1" Water Service - Outside City Limits	\$1,950.00 plus \$750.00 Service Fee
Water	2" Water Service - Inside City Limits	Actual cost of Time, Material & Equipment plus 10%
Water	2" Water Service - Outside City Limits	\$3,000 service fee plus the actual cost of time, material & equipment plus 10%
Water	Any new Service involving Railroad Tracks	Actual cost of Service plus Permitting Process
Water	Bulk Water	\$25.00 plus \$2.00 per 100 gallons
Water	Residential in City Limits monthly minimum-Ordinance 22-3412, effective 3/1/22	\$18.77
Water	Residential in City Limits-Base Tier-Ordinance 22-3412, effective 3/1/22	\$0.443 per 100 gallons

	Fee Schedule for the City of Abilene, Kansas	
	As adopted by resolution No. 121123-1	
Category	Description	Amount
Water	Commercial in City Limits monthly minimum-Ordinance 22-3412, effective 3/1/22	\$18.77
Water	Commercial in City Limits 0-225,000 gallons-Ordinance 22-3412, effective 3/1/22	\$0.443 per 100 gallons
Water	Commercial in City Limits 225,001 gallons & higher-Ordinance 22-3412, effective 3/1/22	\$0.375 per 100 gallons
Water	Residential Outside City Limits monthly minimum-Ordinance 22-3412, effective 3/1/22	\$37.54
Water	Residential Outside City Limits Base Tier-Ordinance 22-3412, effective 3/1/22	\$0.888 per 100 gallons
Water	Commercial Outside City Limits monthly minimum-Ordinance 22-3412, effective 3/1/22	\$37.54
Water	Commercial Outside City Limits 0-225,000 gallons-Ordinance 22-3412, effective 3/1/22	\$0.888 per 100 gallons
Water	Commercial Outside City Limits 225,001 gallons & higher-Ordinance 22-3412, effective 3/1/22	\$0.750 per 100 gallons

RESOLUTION NO. 121123-1

A RESOLUTION CONCERNING LICENSE, PERMIT, AND OTHER USER RELATED FEES OF THE CITY OF ABILENE, KANSAS.

WHEREAS, the City of Abilene provides many specific services for the citizens of Abilene;

WHEREAS, specific individuals benefit from said services; and

WHEREAS, it is appropriate public policy to require specific individuals benefiting from specific services to pay all or a portion of the cost of such services; and

WHEREAS, the Governing Body has determined that the cost of providing services should be recuperated, when possible, through the enactment of fees; and

WHEREAS, Abilene Code Section 1-310 provides that the Governing Body shall determine, by resolution, all license fees, permit fees and other user related fees established by the ordinances of the City;
SO NOW, THEREFORE,

BE IT RESOLVED by the City Commission of the City of Abilene, as follows:

Section 1. There is hereby compiled, enacted and adopted a Schedule of License, Permit, other User Related Fees for use within the service area of the City of Abilene, Kansas, as attached hereto.

Section 2. All previous Resolutions regarding a Schedule of Fees are hereby repealed.

Section 3. That this Resolution shall be in full force and effect from and after its adoption.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas, this 11th day of December 2023.

CITY OF ABILENE, KANSAS

Trevor D. Witt, Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk



City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Council Member

Wendy Miller
Council Member

Dee Marshall
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, December 11, 2023

Session: Regular Meeting

Topic: Ordinance Concerning the Election of Mayor and Vice Mayor

Department: Governing Body

Staff Contact: Governing Body

Background:

As discussed at the November 27, 2023 city commission study session, attached is an ordinance amended section 1-104 of the City Code concerning the election of mayor and vice mayor.

There are no guidelines reflected in the proposed amendment. Any guidelines the Governing Body would want to consider can be informally agreed upon.

Recommendation:

Approve the ordinance amending section 1-104 of the City Code.

Fiscal Note:

None

Funding Source:

NA

ORDINANCE NO. 23-3441

AN ORDINANCE AMENDING CHAPTER 1, ARTICLE 1 OF THE CITY CODE OF THE CITY OF ABILENE, KANSAS, BY AMENDING SECTION 1-104 CONCERNING THE MAYOR AND VICE MAYOR FOR THE CITY OF ABILENE, KANSAS.

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

SECTION ONE. Section 1-104 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

1-104. Mayor; Vice Mayor.

(a) At the City Commission meeting on the second Monday in January of each year, the governing body shall elect one commissioner to serve as chairperson, who shall have the title of mayor. The mayor shall serve as the city's ceremonial head, shall preside at the meetings of the governing body, shall retain the authority to vote and take all actions accorded commissioners, shall execute all ordinances, agreements and other documents requiring the signature of mayor, and shall perform such other and further duties as may be required by law or ordinance. The commissioner elected as mayor shall serve in that capacity for a period of one year, commencing upon installation on the second Monday in January and expiring on the second Monday in January the following year.

(b) At the City Commission meeting on the second Monday in January of each year, the governing body shall elect one commissioner to serve as vice-chairperson, who shall have the title of vice mayor. The vice mayor shall serve as acting mayor, performing and exercising all mayoral duties if the mayor is absent or unable to perform such duties. The commissioner elected as vice mayor shall serve in that capacity for a period of one year, commencing upon installation on the second Monday in January and expiring on the second Monday in January the following year.

SECTION TWO. Existing Section 1-104 of the City Code of the City of Abilene, Kansas is hereby repealed.

SECTION THREE. This ordinance shall be in full force and effect from and after its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. 23-3441 Summary

On December 11, 2023, the City Commission passed Ordinance No. 23-3441. The ordinance amends Chapter 1, Article 1 of the City Code of the City of Abilene, Kansas, by amending section 1-104 concerning the Mayor and Vice Mayor for the City of Abilene, Kansas. A complete copy of the ordinance is available online at

www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City's legal counsel.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas, this 11th day of December, 2023.

Trevor D. Witt, Mayor

Attest:

Shayla L. Mohr, CMC, City Clerk

The publication summary set forth above is certified this 11th day of December, 2023.

Aaron O. Martin, City Attorney



City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Member

Wendy Miller
Member

Dee Marshall
Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, December 11, 2023

Session: Regular Meeting

Topic: Tyler Technologies Service Agreement

Department: Finance

Staff Contact: Finance Director, Leann Johnson

Background:

On October 23, 2023, the City Commission approved the software RFP award for Fund Accounting, Utility Billing, Project Management & HR/Payroll to Tyler Technologies. The service agreement has since been reviewed by the City Attorney.

Upon signature and execution of the full contract will begin the implementation project for the new City Administrative software.

Attachments:

Tyler Technologies Service Agreement

Recommendation:

Authorize the mayor to sign the Tyler Technologies Service Agreement.

Fiscal Note:

\$125,889 one time fees

\$56,346 recurring annual fees

\$182,235 total

Funding Source:

Equipment Reserves



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Abilene, Kansas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a

summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at

least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final

judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH**

IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are

reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Abilene, KS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Abilene
419 North Broadway Street
Abilene, KS 67410

Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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**Sales Quotation For:**

City of Abilene
 419 N Broadway St
 Abilene KS 67410-0519

Quoted BY John Hardin
 Quote Expiration 12/31/23
 Quote Name

Tyler Annual Software – SaaS	
Description	Annual
ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
Invoice Approvals	\$ 0
Core Financials	\$ 13,500
Contracts Management	\$ 0
Fixed Assets	\$ 1,433
Grants Management	\$ 1,350
Human Resources Management (Includes Position Budgeting)	\$ 13,500
Employee Access Pro	\$ 0
Project Accounting	\$ 2,829
Employee Access Pro Time & Attendance	\$ 4,950
Purchasing	\$ 3,395
Utility Billing Water/Gas	\$ 8,356
Accounts Receivable Access	\$ 1,200

Tyler Annual Software – SaaS		
Description		Annual
Accounts Receivable		\$ 3,537
Cashiering		\$ 0
Utility Access		\$ 1,200
Service Orders Mobile		\$ 643
Tyler One		
Content Manager Suite		
Content Manager Core		\$ 0
TOTAL:		\$ 55,893
Term # of Years:	3	

Tyler Fees per Transaction	
Description	Net Unit Price
Tyler One	
Payments	
ERP Pro Payments	\$ 0.00
AP Automation	\$ 0.00
Notifications for Utilities	\$ 0.10
Utility Access Payments Bundle	\$ 0.00

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
Tyler One				
Payments				
PCI Service Fee (Per Device)	2	\$ 0	\$ 0	\$ 360
Payments EMV Card Reader Purchase	2	\$ 529	\$ 1,058	\$ 0

Third Party Software & Hardware				
Description	Quantity	Unit Price	Extended Price	Annual
Tyler Third Party				
Hardware				
Epson TMH6000V Thermal Receipt Printer Black USB NEW	2	\$ 1,200	\$ 2,400	\$ 406
Symbol LS2208 Bar Code Scanner w/ intellistand NEW	2	\$ 350	\$ 700	\$ 140
TOTAL:			\$ 4,158	\$ 906

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	496	\$ 71,920
Data Conversion Services		\$ 9,000
Project Management	1	\$ 1,750
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	200	\$ 29,000
Project Management	1	\$ 1,500
Data Conversion Services		\$ 6,000
Content Manager Suite		
Professional Services	32	\$ 4,640
TOTAL:		\$ 123,810

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 55,893
Total Third Party Hardware, Software, Services	\$ 4,158	\$ 906
Total Tyler Services	\$ 123,810	
Summary Total	\$ 127,968	\$ 56,799
Contract Total	\$ 184,767	

Comments

Accounts Receivable Access	Accounts Receivable Access: Note that the customer pays \$1.25 fee per transaction for payment on-line. Accounts Receivable Access Component displays account status, accounts for payment, has Security-(Secure Socket Layer), and payment processing via credit cards. Payment packet is created to be imported to accounts receivable system.
Invoice Approvals	Invoice Approvals, included with AP Automation, automates invoice workflows by routing them to the appropriate departments for completion and approval.
Cashiering	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
Core Financials	Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
Utility Access	Utility Access Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer).
Utility Billing Water/Gas	Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
AP Automation	AP Automation pricing quoted reflects processing via ACH or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure.
Notifications for Utilities	Notification for Utility Access (\$0.10 per call) includes Customer notification by phone (call late notices and general notifications). Call lists are automatically generated and the account is updated after the call. It includes a custom message for each call type and the call message can be in English or Spanish. It generates reports based on call results. Note: The Utility will be billed at the rate specified above for all the calls made. The Utility will be billed quarterly by Tyler Technologies for calls conducted.
Utility Access Payments Bundle	The Utility Access Payments Bundle includes: ERP Pro Payments and IVR (an automated phone system which securely allows for the collection of utility payments and the checking of balances and due dates).
Utilities Data Conversion	Utility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request.

Human Resources Management /Payroll History Data Conversion	Human Resources Management History conversion includes unlimited historical records.
General Ledger History Data Conversion	General Ledger History conversion includes unlimited historical records
General Ledger Data Conversion	General Ledger conversions include Chart of Accounts - additional fee for historical views.
Accounts Payable History Data Conversion	Accounts Payable History conversion includes unlimited historical records
Accounts Payable Data Conversion	Accounts Payable conversions include Vendor Master Only - additional fee for historical views.
Accounts Receivable Data Conversion	Accounts Receivable conversions include master files (contacts properties)

Tyler Payments Fee Schedule	
Payer Electronic Payment Costs (Service Fee Model)	
If passing transaction costs to the payer	
<u>Payer Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express Applies to: - Misc Receipts: In Person - EasyPay: Online - Permitting: Online and In Person	3.75% \$2.50 minimum
Client Electronic Payment Costs (Cost Plus Fee Model)	
If absorbing the transaction costs	
Utility Access Payments Bundle <u>Client Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express on top of bank and card brand fees for utility transactions as part of the bundled model. Applies to: Utilities (Bundle): Online and In Person	2.00% \$0.50 minimum
<u>Client eCheck Cost</u> – per electronic check transaction Applies to: Utilities: Online	\$1.50
Miscellaneous Costs	
<u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)	\$15.00
<u>Monthly Gateway Fee</u> – Per merchant account	\$10.00
<u>Annual PCI Compliance Fee</u> – Per merchant account	\$99 annually
<u>Card Terminal Purchase</u> – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support	Payments EMV Card Reader Purchase: \$529 (one-time fee per device) Plus \$180 annual per device PCI service fee

* Utility Billing Online per transaction fee is bundled into Tyler Payments rate. In the event Client elects a different processor, Client will be subject to the then-current UBO per transaction fee.
(7 MIDs)



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 *Web Services:* Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the

Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. **Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting



support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D Third Party Terms

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Quatred Terms. Your use of Quatred solutions is subject to the End User License Agreement terms found here: <https://www.quatred.com/eula>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Quatred solutions provided to you by Tyler, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)

- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court



Exhibit E
Statement of Work

City of Abilene

SOW from Tyler Technologies, Inc.

10/26/2023

Presented to:
Leann Johnson
419 N. Broadway PO Box 519
Abilene, KS 67410

Contact:
John Hardin
Email: John.Hardin@TylerTech.com
5519 53rd St., Lubbock, TX 79414

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

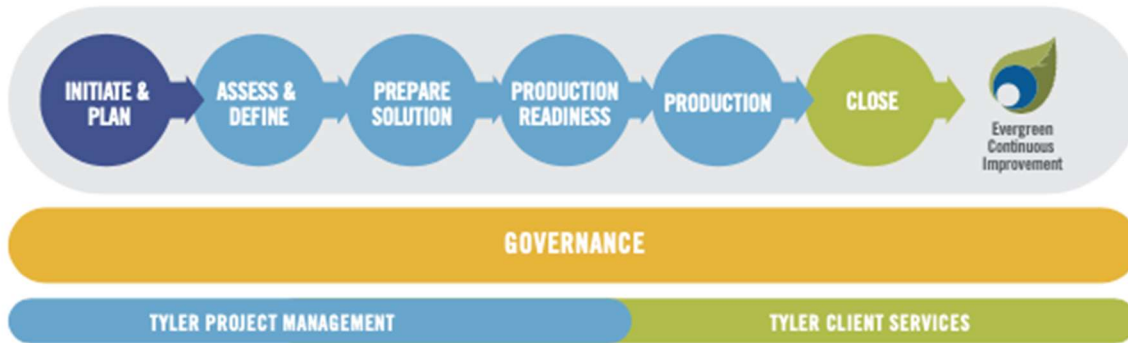
1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City’s complexity and organizational needs.



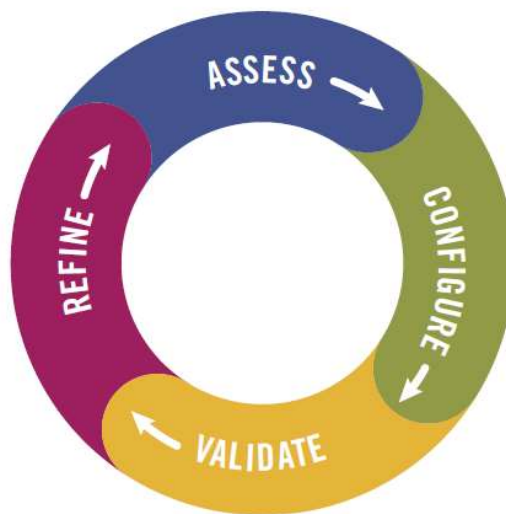
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



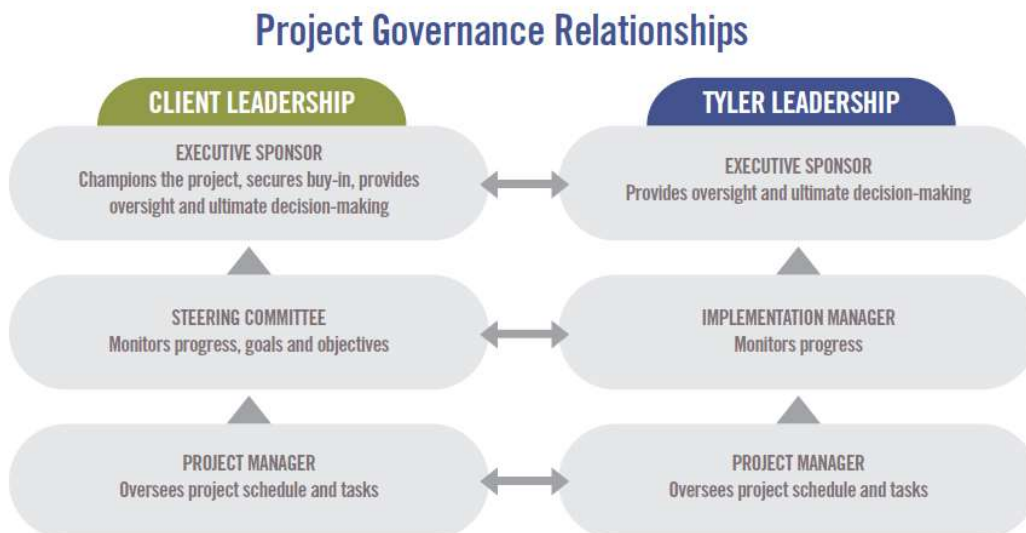
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

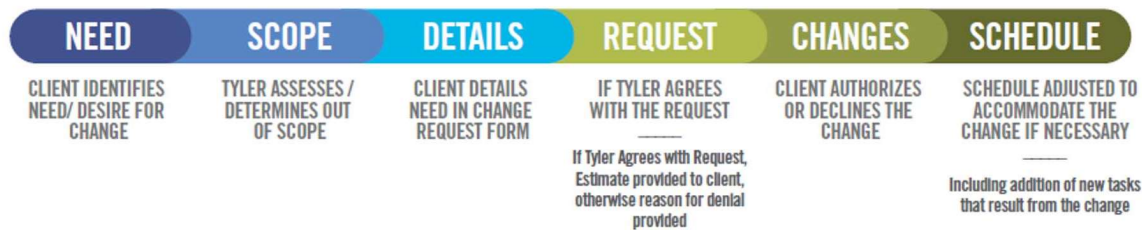
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies
 - Needs of other client projects

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a



timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.



- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.



- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads



Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Business Unit)	Department Heads	End Users	Technical Leads
		A	R		C		C				I						I
Provide Infrastructure		A	R		C		C				I						I



Requirements and Design Document																	
Initial Infrastructure Meeting		A	R		C		C				C						C
Schedule SaaS Environment Availability		A	R				C				I						
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	Initial Infrastructure Requirements
--------	-------------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements
	Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																	
	Tyler								City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power		Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I					
Review Stakeholder Meeting Presentation		I	C						A		R		C					
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I	I



Inputs	Agreement	
	SOW	
	Project Management Plan	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major



processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.



Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.



Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.



Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for			A				R				I						C



Included Environments																	
Install Licensed Software on City Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on City Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System meets prescribed checklist
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration	
	Tyler	City



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.



- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City-specific process documentation (completed by City)	



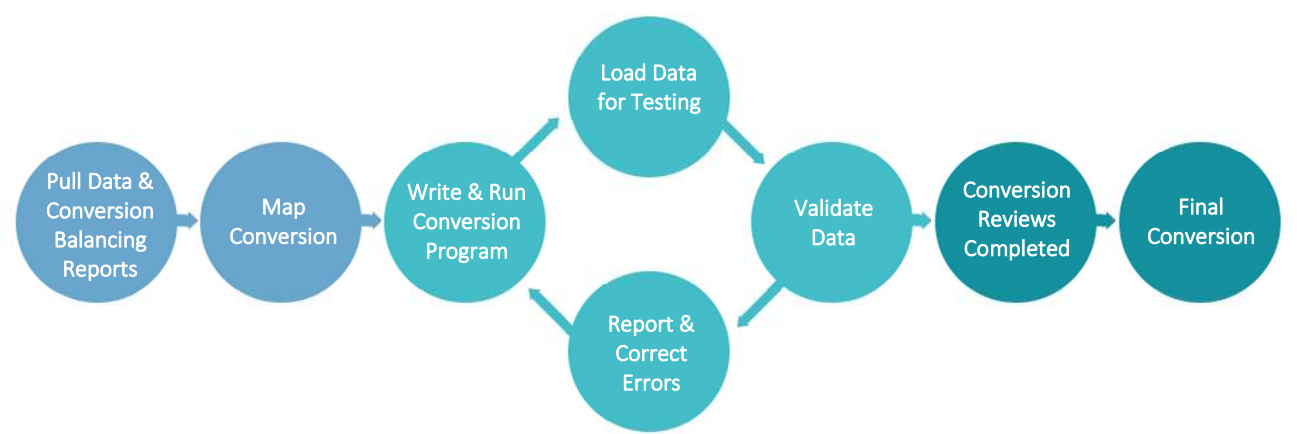
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			



Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R			I			I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.



Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
------------------------	---



Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C



Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties



Configured Tyler System		
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered

Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.



Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- City data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:



- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:



- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.



Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	



	Client Services	
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Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						



Inputs	Contract	
	Statement of Work	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	City acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.



- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.
- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.



- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 ERP Pro Utility Billing Conversion Summary

9.1.1 Utility Billing - Standard

- Utility Contact Information
- Utility Mailing and Billing Addresses
- Utility Parcels
- Account Master - (Average monthly payment, deposits, bank drafts, comments/notes)
- Meters/Services
- Transaction History – Includes current year plus one prior year
- Read History

9.1.2 Utility Billing – Legacy/Historical Views

- Unlimited historical transactions provided by the City can be converted by Tyler into historical views

9.2 ERP Pro Financials Conversion Summary

9.2.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Summarized budget figures for current fiscal year
- Unlimited historical transactions as provided by client.

NOTE: Training will be provided on how to import additional budget years from Excel.

9.2.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTES
- Unlimited historical transactions as provided by client.

9.2.3 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Employee Deductions & Taxes
- Employee Direct Deposit Information
- Employee Leave Balances
- Employee Retirement
- Rates/Base Pay (salary / hourly compensation)



- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

9.2.4 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

NOTE: Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The City is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

NOTE: Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The City is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JEs from Excel.

9.2.5 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and **NOTES**
- Unlimited historical transactions as provided by client.

NOTE: 1099 balances and non-1099 balances can be imported into the system using a standard import available to the City from Excel. The City will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

9.2.6 Personnel Management

Standard Conversion Includes:

- Basic employee information – employee master, address, primary contact, dates, phone numbers, dependents, **NOTES**
- Current direct deposit bank information
- Federal and state tax withholding information
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

NOTE: Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The City will ultimately be responsible for entering in the quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.



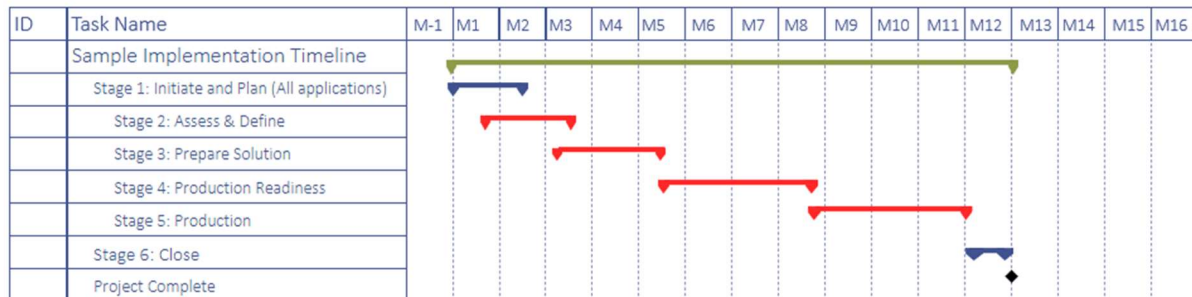
10. Additional Appendices

10.1 Intentionally left blank.



11. Project Timeline

11.1 ERP Pro Financial Management Timeline

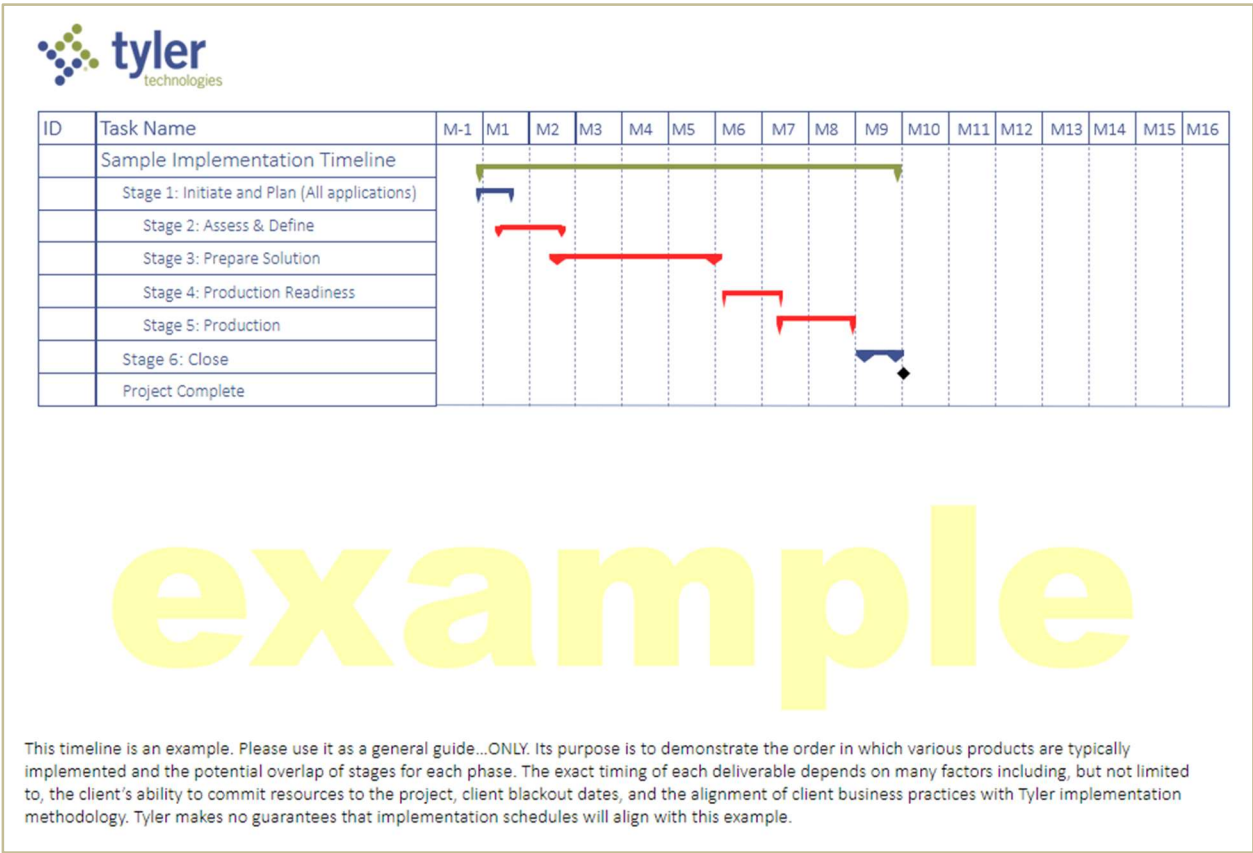


example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.



11.2 ERP Pro Utility Billing Timeline



11.3 Intentionally left blank.





City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Council Member

Wendy Miller
Council Member

Dee Marshall
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, December 11, 2023

Session: Regular Meeting

Topic: Cancellation of December 25, 2023, City Commission Meeting

Department: City Manager/Governing Body

Staff Contact: City Manager

Background: The City Commission's second meeting in December 2023 is on the 25th, Christmas Day. City Code states that if the scheduled meeting falls on a holiday, the meeting shall be held on the immediately following Tuesday.

That would put the meeting on December 26, in the middle of a holiday week, and there will be limited staff during that week. It is recommended that the Governing Body cancel the December 25th meeting.

If any city business that statutorily must be done by December 31, 2023, the Mayor can call a special meeting to conduct said business.

Recommendation:

Cancel the December 25, 2023, regular meeting of the Abilene City Commission

Fiscal Note:

None

Funding Source:

N/A



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Council Member

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City Manager

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Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, December 11, 2023

Session: Regular Meeting

Topic: Library Board Appointment

Department: Administration

Staff Contact: City Clerk

Background:

Per city code and state statute, Mayor Trevor Witt has recommended the following individual for appointment to the library board:

Tony Serbousek – filling the unexpired term of Sarah Anderson until 4/30/26.

The Governing Body will need to vote to approve this appointment to the library board.

Recommendation:

Approve Tony Serbousek to the Abilene Library Board.

Fiscal Note:

NA

Funding Source:

NA

Board & Commission Application Form

Please complete the online form below.

Personal Information

Select the Board,
Commission, or
Committee applying
for:*

[Library Board V]

Name:* Tony Serbousek
Address:* 1601 N Campbell St
Home Phone Number:* 7853324308
Business Address:* 601 N Cedar St
Business Phone Number:* 7852632623
Occupation:* Clergy
Email Address: tonyserbousek883@msn.com

Residency Information

Length of Residency in Dickinson County:* 4 months
Are you a registered voter:* (X) Yes () No

Organization Membership Information

Are you currently serving on other Boards, Commissions, or Committees?*() Yes (X) No
If yes, which:
Have you served on a City Board, Commission, or Committee before?*() Yes (X) No
If yes, which:
Please list organization memberships and positions held: Board member of Cheyenne County KS Foundation Boardfor two years

Additional Comments:

* indicates required fields.

View any uploaded files by [www.abilenecityhall.com/MyAccount]signing in and then proceeding to the link below:
<http://www.abilenecityhall.com/Admin/FormHistory.aspx?SID=1573>

The following form was submitted via your website: Board & Commission Application Form

Select the Board, Commission, or Committee applying for:: Library Board

Name:: Tony Serbousek

Address:: 1601 N Campbell St

Home Phone Number:: 7853324308

Business Address:: 601 N Cedar St

Business Phone Number:: 7852632623

Occupation:: Clergy

Email Address:: tonyserbousek883@msn.com

Length of Residency in Dickinson County:: 4 months

Are you a registered voter:: Yes

Are you currently serving on other Boards, Commissions, or Committees?: No

If yes, which::

Have you served on a City Board, Commission, or Committee before?: No

If yes, which::

Please list organization memberships and positions held:: Board member of Cheyenne County KS Foundation Board for two years

Additional Comments::

Additional Information:

Form submitted on: 10/12/2023 10:06:50 PM

Submitted from IP Address: 69.18.246.236

Referrer Page: https://www.abilenecityhall.com/76/Boards-and-Commissions?fbclid=IwAR2XO5_pCivGQRLMry2n8IX8_y2YiiL8jHxrYMIhAoj7ni88KQDIJsJRignY

Form Address: <http://www.abilenecityhall.com/Forms.aspx?FID=85>



12. Call to Order – December 11, 2023, City Commission Study Session

13. December 11, 2023, City Commission Study Session Agenda

- a. Personnel Manual Changes
- b. Ordinance setting water and sewer rates
- c. Update on 14th Street and Van Buren Project-KDOT Cost Share Grant

14. Consider a motion to adjourn the December 11, 2023, City Commission Meeting.

Future Meeting Reminders

*City Commission Regular Meeting, January 8, 2024, at 4 p.m.

*City Commission Study Session, January 8, 2024 - 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.

*City Commission Regular Meeting, January 22, 2024, at 4 p.m.

*City Commission Study Session, January 22, 2024 – 15 minutes following the adjournment of the regular meeting, will not start before 4:30 p.m.



City Commission

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Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

City Commission Meeting Date: Monday, December 11, 2023

Session: Study Session

Topic: Personnel Manual Changes

Department: Administration

Staff Contact: Shayla Mohr, City Clerk/HR Director

Background:

This resolution provides for an updated Employee Policies and Guidelines for City Employees.

All changes made are outlined on the attached document and are updates to the existing policy.

All changes have been approved by both City Manager Marsh and City Attorney Martin.

These changes will be retroactive to January 1, 2024.

Recommendation:

Approve Resolution 010824-1, A RESOLUTION AMENDING THE EMPLOYEE POLICIES AND GUIDELINES OF THE CITY OF ABILENE, KANSAS.

Fiscal Note:

Funding Source:

Section 8.5-Physical Fitness

It shall be the responsibility of each employee to maintain the standards of physical fitness required for performing all assigned tasks.

In those departments where the nature of the work requires unusual or extraordinary physical exertion, coordination or dexterity, under the guidance of a physician, appropriate physical fitness standards for each such classification shall be adopted. Such standards shall be adhered to by each employee serving in any such capacity.

Any employee may be required to submit to a physical examination when requested by the Department Director and approved by the City Manager. The cost of the physical examination shall be paid by the City and performed by a City-designated physician.

Annual fitness testing will be required for all full-time firefighters. Methods used for annual testing will be based on physical requirements to maintain quality job performance and approved by the Fire Chief.

Director.

12.1 Employment Classifications

To assist employees in determining their eligibility for City benefits, and the calculation of the accrual of such benefits, the City establishes the following employment classifications:

- FULL-TIME: Employees who work on a regular, continuing basis for not less than eight hours a day, or forty hours in a standard workweek of seven days (not less than 2,080 hours per year). Firefighters shall be considered full-time if they work on a regular, continuing basis for not less than 144 hours in their modified workweek of nineteen days (not less than 2736 hours per year).
- REGULAR PART-TIME: Employees who work not less than twenty hours in a normal full-time seven-day workweek, or not less than 1,000 hours per year on a continuing basis.
- NON-REGULAR, PART-TIME: Employees who work less than a normal full-time workweek and who are not scheduled on an annual basis. The actual hours of a non-regular, part-time position may vary during the year. Non-regular, part-time employees are not eligible for benefits. Students eighteen years of age and under working between academic terms shall be considered non-regular, part-time employees regardless of the number of hours worked.
- TRAINING/PROBATION PERIOD: Full-time or part-time employees must complete a three-month training/probation period. The employee's training period may be extended at the discretion of the City Manager. Firefighters and Police Officers must complete a minimum one-year training/probation period.

- **SEASONAL:** Employees who work on a regular, or continuing basis, but only during a specific “season” or portion of the year. The anticipated date of termination is usually known prior to commencement of employment.

TEMPORARY: Employees who are employed for temporary periods, so that they cannot be said to work on a regular, continuing basis. A temporary position may be created as a result of a federal or state grant of limited duration for a program or project, or to fill a position while a full-time employee is on leave. The anticipated date of termination or duration of employment is usually known prior to commencement of employment

14.1 Holiday Pay Policy

All full-time employees are eligible for holiday pay. For those days designated as off days or designated holidays, employees shall be paid wages equal to the wages they would have earned for the number of hours they would have been scheduled to work on that day. Full-time employees required to work on a designated holiday shall be paid for the total number of hours worked that day at their regular rate, in addition to the standard holiday pay.

Regular part-time employees are eligible for four hours of holiday pay for designated holidays.

Non-regular part-time, temporary and seasonal employees are not eligible for holiday pay. Non-regular part-time, temporary, and seasonal employees required to work on a designated holiday shall be paid for the total number of hours worked that day at their regular rate.

The City observes the following holidays:

- New Year’s Day (January 1)
- Martin Luther King, Jr. Day (Third Monday in January)
- President’s Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran’s Day (November 11)
- Thanksgiving (Fourth Thursday in November)
- Friday following Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

The City-designated holidays which occur during an employee’s pre-scheduled paid time off shall not be counted against the employee’s accrued paid time off. Holidays that fall on a Saturday or Sunday will be recognized the preceding Friday or following Monday.

13.5 Overtime

Overtime shall be allowed when an emergency exists, or overtime is necessary to carry out essential services of the City. Employees may occasionally be required to work overtime to meet the demands of customers. Non-exempt employees are eligible for overtime pay for work beyond forty hours per workweek except: (1) fire department employees are eligible for overtime pay for work beyond 144 hours in a nineteen-day work period; and (2) police department employees are eligible for overtime pay for work beyond 160 hours in a 28-day work period. Exempt employees, as defined by the Fair Labor Standards Act, are not eligible to receive overtime pay.

Employees shall receive authorization by the employee's supervisor before it is performed. Supervisors shall limit overtime for periods when an emergency exists, or overtime work is necessary to carry out essential services of the City as assigned by the employee's immediate supervisor or Department Director. It is the employee's responsibility to accurately record and submit record of any overtime worked. Working overtime without prior authorization may subject an employee to discipline, up to and including termination.

In accordance with the Fair Labor Standards Act (FLSA), the City of Abilene will grant employees compensatory time off in lieu of compensation for hours worked in excess of 40 hours a week, or other permissible work schedules for law enforcement, firefighting, emergency management, and other employees. Compensatory time will be accrued at time and one-half **and cannot exceed 120 hours at any time during the year**, based on the time and one-half accrual rate for hours worked in excess of 40 hours a week. ~~Any compensatory time that is not used by the end of the calendar year will be paid out to the employee.~~ **Exempt employees, as defined by the FLSA, are not eligible for compensatory time.**

Compensatory time must be used before vacation time. Department Directors are responsible for managing their employees' use of compensatory time and that it is being used throughout the year.

Employees may carry over a maximum of 60 hours from one year to the next. Hours in excess of 60 will be paid out to the employee.

In the event any portion of the policy is interpreted to conflict with the Fair Labor Standards Act or its regulations, the conflicting portion shall be struck, and the remainder of the policy shall continue in full force and effect.

The City Manager may periodically request an audit of overtime and compensatory time to ensure that it is being used according to the policy and any applicable guidance memoranda.

14.4 Shared Leave

If an employee or an employee's immediate family member suffers a serious illness, injury, or impairment that is likely to cause the employee to take leave without pay or terminate

employment, other employees may donate their leave time to the employee through the Shared Leave program.

Coverage. Shared leave may be granted to a full-time employee if the employee has exhausted or will exhaust all eligible paid leave, including sick leave, vacation, compensatory time and/or other forms of paid leave.

Shared leave is not available for minor conditions that are not serious, extreme, or life-threatening or that do not cause the employee to take leave without pay or terminate employment.

The City Manager may deny requests for shared leave made by an employee with an unsatisfactory attendance record or a history of leave abuse.

If the employee receives workers' compensation, long-term disability payments or both, the employee is not eligible to receive shared leave.

Duration. Shared leave is meant to cover only the duration of the current illness or injury for which it was collected, up to a maximum of six months from the date the employee begins using shared leave, if the employee qualifies for Kansas Public Employees Retirement System (KPERS) long term disability. If the employee does not qualify for KPERS long-term disability payments after six months of shared leave, and the illness, injury, impairment, or physical or mental condition still exists, the employee can then request more shared leave for up to an additional six months at the discretion of the City Managers review of the request.

Shared leave may only be applied retroactively if the shared leave start date is prior to the approval date. Otherwise, all donated leave must be applied to the current pay period or to future pay periods while the employee is on shared leave.

If an employee returns to work with too little shared leave to cover the period of absence, the employee has thirty days in which to obtain additional donated leave to be applied only to the two pay periods prior to return to work. The Human Resource Director must receive written notification of each instance on retroactive application of shared leave.

Request Procedures. Employees shall follow these procedures in requesting shared leave:

1. The employee completes the Shared Leave Request Form from the Human Resource Director.
2. The employee obtains appropriate medical documentation from the employee's (or family member's) physician.
3. The Human Resource Director reviews the request to determine whether the employee has:
 - a. Exhausted or will exhaust all forms of paid leave (sick, vacation, compensatory time and/or other forms of paid leave);
 - b. At least three (3) months of continuous service; and
 - c. A satisfactory attendance record.

- d. The City Manager may authorize a shared leave request in a non-qualifying situation.
4. If the request is for the care of a family member, the Human Resource Director will determine if the relationship meets the eligibility requirements. Eligible family members include immediate family. Immediate family is defined for sick leave benefits as an employee's spouse, children, parents, brothers, sisters, grandparents or in-laws.
5. The Shared Leave Request will be reviewed by the City Manager, Department Director and Human Resource Director. If the Shared Leave Request is approved, a copy will be forwarded to the employee. If the request is denied, a copy will be forwarded to the employee. The request may be denied if the employee has a history of sick leave abuse.

Donation Procedures. Employees shall follow these procedures in donating shared leave:

1. Employee Donations: Donations must be made in writing on the Shared Leave Donation Form.
2. Employees donating sick leave must have a sick leave balance of at least 480 hours (sixty (60) days) after the donation is made.
3. Employees may make multiple donations during a particular approved occurrence as long as the leave balance level requirements are met. Each donation must be made on a new form and must be approved separately.
4. Donations may be made to an employee in another department.
5. Donations must be made in full hour increments.
6. Any donated leave not used by the requesting employee will be placed in a "shared leave bank" for future approved requests.

Departmental Notification: Each department will be notified of a request for shared leave.

Record Keeping. The Human Resource Director will be responsible for processing shared leave requests, donation forms and leave balance adjustments. All required forms are available from the Human Resource Director.

The Human Resource Director will be responsible for calculating the prorated amount of unused shared leave and crediting it back to the "shared leave bank", in increments of not less than full hour increments based on the original amount and type of donated leave.

Employees leaving City employment may designate any balance of their personal sick leave remaining to be donated to the "shared leave bank".

15.10 Kansas Police and Firemen's Retirement System (KP&F).

All police and fire personnel are required, as a condition of employment, to become members of the KP&F retirement system. This system provides retirement and disability benefits as prescribed by state statute. Employees contribute a percent of their gross

salary and that contribution is matched by a variable City contribution based on a state prescribed formula.

All KP&F members eligible for full retirement have the option of participating in the Deferred Retirement Option Program (DROP). This benefit allows eligible members to keep working while their monthly benefit accumulates in a DROP account. They receive their salary and their DROP account grows each month while they work. Members can chose to work another three, four or five years. When they retire, they receive their DROP account balance and begin receiving their monthly retirement benefit.

SECTION 18: TRAVEL REIMBURSEMENT POLICY

18.1 Authorization to Travel

Prior to making any travel arrangements, employees must complete a Travel Authorization Form requesting approval for the employee to travel outside the scope of routine local travel. Department Directors must approve any member of their department's travel. The City Manager must approve any travel by a Department Director. It shall be the responsibility of the Department Director to ensure funds are available before authorizing a travel request. Upon reservation and registration at hotels and conferences, confirmation numbers and phone numbers should be added to the authorization in case of cancellations or emergencies.

18.2. Reimbursable Travel Expenses

Travel payments and expenses are for business-related activities only, such as events, meetings and training. Any use of City funds for the purpose of travel shall strictly adhere to the guidelines set forth within the Purchasing Policy. Employees are required and expected to secure the most economical means of travel, balancing cost, travel time and work requirements.

18.3 Transportation.

All travel with a City vehicle beyond Dickinson County must be pre-approved by the Department Director or City Manager. When possible, it is the intent of the City to require a City vehicle to be used for all travel. The City Manager or Department Director may grant exceptions for cause. If a personal vehicle is used for approved travel, the City will reimburse for mileage at the current IRS rate. Mileage will be calculated using the

default address-to-address route suggested by Google Maps at www.google.com. Additional transportation expenses, including but not limited to airfare, rental cars, taxis, and mass transit when necessary, are reimbursable upon prior approval by the Department Director or City Manager. Mileage and expenses are payable upon return and by submitting a claim to the Finance Director. The claim must include the addresses used to calculate miles, the reason for the trip, the dates of travel, receipts, if applicable, and verification of prior authorization. Employees are responsible for all fines related to parking or traffic citations issued while traveling on City Business.

18.4 Meals and Lodging

Meals will be reimbursable for non-overnight travel if the employee is outside Dickinson County during the employee's normal working hours. All travel requiring an overnight stay must be approved by the Department Director or City Manager. All approved conferences, training, and lodging expenses are to be pre-paid by the City when possible. For travel overnight and non-overnight as defined, expenses incurred for transportation, lodging and meals not otherwise included as part of the conference or training may be expensed on the employee's City purchase card. Service tips beyond the standard and alcohol purchases are prohibited and not approved for reimbursement. Employees may also use personal means to pay for lodging, travel or meals and request reimbursement with a receipt upon return. Entertainment and any other auxiliary services are not reimbursable or approved purchases.

The IRS requires employers to include fringe benefits in an employee's gross income reported on form W-2. Fringe benefits defined by the IRS include certain payments of meal allowances and other expenses incurred during non-overnight travel or subsistence payments exceeding IRS established maximum reimbursement rates. (Non-overnight travel is considered to be travel where no lodging expense is incurred.) These fringe benefits generally must be paid through the payroll process and are subject to withholding of applicable contributions and taxes. However, the IRS allows for infrequent meal money provided to an employee, to enable the employee to work overtime, to be considered a "de minimis" fringe benefit and be excluded from reportable income.

18.5 Conference Fees and Business-Related Expenses

Every effort should be made to take advantage of early registration or group rate discounts for conference and registration fees. Business-related expenses incurred while on City travel are approved for reimbursement at the discretion of the Department Director.

18.6 Emergency Protocol

In case of trip cancellations, all pre-booked reservations and registrations should be canceled, if possible, within the allowed cancellation period. If the employee is unable to make cancellation arrangements, it will be the responsibility of the Department Director or Human Resource Director to notify and cancel the reservations and registrations. The employee is responsible for always carrying the City of Abilene-issued ID badge. The employee is responsible for reporting accidents or injuries in accordance with the Employee Policy and Guidelines.

Employees found in violation of any part of the Travel Policy may be subject to discipline pursuant to the City's Personnel Policy.

SECTION 10: INFORMATION SECURITY

10-1 PURPOSE

This policy is to provide guidelines and standards for information and cyber security including acceptable use of City-owned equipment, email and internet use, security incident response, access control and the use of social media.

10-2 DEFINITIONS

Artificial Intelligence (AI): The ability of a computer or computer-controlled robot to perform tasks commonly associated with intelligent beings.

Blog: A self-published diary or commentary on a particular topic that may allow visitors to post responses, redactions, or comments. Content: Any text, metadata, QR codes, digital recordings, videos, graphics, photos, and links on approved sites.

Security Incident (“Incident”): A violation or imminent threat of violation of computer security policies, acceptable use policies or standard security practices.

Cyber Security: A subfield of information security (i.e. domains, cloud, network and critical infrastructure security) that focuses on preventing, detecting and responding to cyberattacks and unauthorized access to information stored or transmitted in computer systems and networks; using tools such as firewalls, antivirus software and intrusion detection systems.

Employee: Elected officials and personnel appointed to a position (regular, temporary, or volunteer) of service with the City.

Employer: The City of Abilene

Event: Any observable occurrence in a network or system.

Incident Response: The mitigation of violations of security policies and recommended practices.

Information Security: That state of being protected against the unauthorized use of information, especially electronic data, or the measures taken to achieve this using controls such as encryption, authentication and access control.

Information Technology (IT): The use of systems (especially computers and telecommunications) for storing, retrieving and sending information.

Malware: A virus, worm, Trojan horse, or other code-based malicious entity that successfully infects a host.

Multi-Factor Authentication (MFA): A method of verifying the identity of a user by requiring two or more pieces of evidence.

Page: The specific portion of a social media website where content is displayed and managed by an individual or individuals with administrator rights.

Post: Content that an individual shares on a social media site or the act of publishing content on a site.

Profile: Information that a user provides about himself or herself on a social networking site.

Public Record: Any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.

Social Engineering: An attempt to trick someone into revealing information (i.e. a password) that can be used to attack systems or networks.

Social Media: Websites and applications that enable users to create and share content or to participate in social networking. (i.e. Facebook, Twitter, Instagram, LinkedIn, etc.)

Social Media Representative: A City of Abilene employee who has been trained in the Social Media Policy and who has been designated to establish and/or maintain a social media account on behalf of their department. A representative must be identified before the City department can use social media. Examples include but are not limited to: forums; weblogs; wikis; social networking, communication, and bookmarking sites; podcasts; photo or video sharing sites; and real-time web communication sites/systems.

Threat: The potential source of an adverse event.

Vulnerability: A weakness in a system, application or network that is subject to exploitation or misuse.

10-3 ELECTRONIC DEVICE(S)

The use of the City's information technology systems including computers, laptops, fax machines, mobile devices, tablets and all forms of internet access, are City resources and are provided as business communication tools and is intended for City business and is to be used for authorized purposes only. Use of City computers and IT shall be for lawful purposes only. While online gambling, including "fantasy" sports leagues is legal, gambling on City time/property is a violation of City policy.

All technology equipment purchases must be pre-approved by the Finance Director to ensure compatibility with other network resources.

It is a violation of the City's policy for any employee, vendor or person to install hardware/software or remove hardware/software from City-owned technology equipment or attach unauthorized equipment to the City's network including game systems, computers or any device without prior approval from the City Manager or Finance Director.

Each user of the City's network must have a unique login username and password. Each user will be required to use multi-factor authentication. It is a violation of the City's policy for any user including the system administrator and supervisors to use electronic mail and computer systems for purposes of satisfying idle curiosity about the affairs of others, with no substantial business purpose for obtaining access to the files or other communications of others. Employees may not attempt to read the communications of others, "hack" into other systems or other

people's logins, "crack" passwords, give others their password or leave their password exposed to public access, breach computer or network security measures, monitor electronic files or communications of other employees or third parties.

Transmission or downloading of harassing, threatening, rude or obscene material (as defined by U.S. or local law) is prohibited. Likewise, prohibited is the transmitting, storing or retrieving of any communications of a discriminatory nature, any material which is derogatory to any individual or group, "chain letters" or any other purpose which is illegal contrary to City policies, or which might adversely affect the well-being of the City or its citizens.

Employees should not have any expectation of privacy regarding any files they create on, or transfer to, their assigned City computer or equipment. In addition, internet use and electronic mail should not be considered private. Any electronic information, images or other data (including electronic mail, internet, files and documents) obtained through or available on the City provided computer systems or networks is the property of the City of Abilene and considered public information and is subject at any time to inspections, control and disposition by Department Directors or the City Manager.

The City of Abilene reserves the right to inspect, monitor, retain or use the contents of any equipment, files, calendars, electronic mail, voicemail, internet site records or bookmarks if deemed necessary and appropriate. This information can be disclosed to management, law enforcement agents, and other authorized parties with a bona fide need-to-know. This may be done without prior consent of the sender or receiver. Employees may not, without City permission, lock or password-protect any document or electronic transmission on the City system.

Whenever an employee leaves the City or is terminated, the individual's access will immediately be disabled. Passwords will be changed for all areas previously accessible by the employee to ensure the City's information and equipment remain secure.

10-4 CITY CELL PHONES

The City understands employees have a legitimate need for mobile communications. Employee requests for cellular phones must be submitted to the City Manager's Office for review. City-owned cellular phones should be used primarily for City government business and must be used in compliance with all applicable City policies. However, incidental personal use is acceptable for employees who are required to carry a City-owned cellular phone on a routine basis.

When at all possible, employees shall refrain from placing cellular calls or using a cellular phone while driving a City vehicle. If a cellular phone is to be used while driving, the following rules shall be followed:

- Immediately determine if the vehicle can be safely driven off the road and parked in an appropriate location for the remainder of the conversation.
- Never take notes, look up phone numbers, look away from traffic or be distracted in any way while driving.
- Never send or read text messages.
- Immediately suspend any call if driving in heavy traffic or hazardous weather conditions.

When the monthly detail billing is received from the provider of service, it will be audited by the Financial Director. All Department Directors will audit their phones exceeding allocated minutes. The Department Director will have the responsibility to determine if the exceeding minutes are due to after-hour call-out time or personal usage. Personal usage charges will be paid by the tenth of the following month or they will be withheld from the next payroll. Charges for roaming and long distance will not be paid by the City unless they are related to City usage. Either the City Manager, Human Resources Director, or Department Director has the right to call any number previously called by the phone.

The City will make the initial purchase of any cell phones, but it is the responsibility of the individual to maintain the equipment in good repair while in their possession. The City does not maintain insurance policies on its cell phones. Employees should report damaged or lost equipment to their Department Director and Finance Director as soon as possible. The City will bill damaged or lost equipment to the individual who was using the equipment when the equipment was lost or damaged.

10-5 ELECTRONIC MAIL

This policy establishes guidance for the acceptable use of the City-provided electronic mail (“e-mail”). This policy applies when the users are on the City’s premises using the City equipment, off the City’s premises logging into the City servers, or using the City information off the Internet or by other means.

Use of e-mail is encouraged where it is suitable for business purposes, supports the goals and objectives of the organization, and is consistent with the employee’s job responsibilities. E-mail is a valuable corporate resource and must not be used for personal gain, including solicitation of non-City business or illegal activity. Using a reasonable amount of City resources for personal e-mails is acceptable, but non-work-related e-mail shall be saved in a separate folder from work-related e-mail and not stored on City servers.

All e-mail use that is inconsistent with this Electronic Mail Use Policy is subject to disciplinary action, up to and including termination. Using the City’s e-mail system for the following activities, although not an exhaustive list, is expressly prohibited:

- Engaging in illegal activities, such as harassing other users or sending unsolicited “spam” e-mail.
- Transmitting messages with derogatory or inflammatory remarks about an individual or group’s race, religion, national origin, age, physical attributes, or sexual preference.
- Intentionally spreading computer viruses or other destructive information.
- Accessing or distributing threatening or obscene material.
- Maliciously disrupting e-mail access.
- Attempting to gain unauthorized access into any computer account or system.
- Using resources to destroy data belonging to the City or any other organization or individual.

Employees who receive any e-mails with this content from any City employee should report the matter to their supervisor immediately.

The City seeks to prevent harm to its reputation as a result of improper employee e-mail usage. The general public may view e-mail that originates from an account containing the name “the City” as an official statement from the City and not the statement of an individual employee. As a result, certain e-mail content and subject matter should be limited to the extent possible. All employees sending e-mails must carefully avoid using profanity or discussing controversial topics such as sexuality, racial issues, or other topics not in keeping with the professional image of the City. Employees should use their own personal e-mail addresses when sending or receiving information of a questionable nature, and these communications should not take place on City property or during City time.

All e-mail users are strictly accountable for the accuracy and appropriateness of links and information available from the Internet/Intranet sites. All e-mail users assume personal liability for any and all violations committed while using the City’s e-mail system.

10-6 SOCIAL MEDIA

Social media platforms must comply with applicable federal, state, and city laws, regulations and policies. This includes adherence to established laws and policies regarding copyright, public records, records retention, First Amendment rights, privacy and security laws, and conduct policies established by the City of Abilene. The best, most appropriate uses of social media platforms for the City of Abilene fall into two general categories: as channels for disseminating time-sensitive information as quickly as possible (i.e., emergency information); and as marketing or promotional channels which increase the City’s ability to deliver its messages to the widest possible audience.

Each Department Director will designate at least one Social Media Representative for the department, who is responsible for providing and updating content and information posted on the social media site(s) pursuant to policies set forth. It is the responsibility of Social Media Representatives to read and adhere to relevant policies, maintain archival data, maintain current accurate information via City social media platforms, and ensure that the City is being appropriately represented. It is the responsibility of Department Directors or designees to enforce this policy, to ensure that relevant City standards are met, and to ensure that the use of social media platforms meets the City’s business needs. It is also the responsibility of Department Directors or designees to review and make decisions regarding the approval and distribution of information on social media platforms.

All requests for official City of Abilene social media sites are subject to review and approval by the City Manager. To request a new social media site, a Social Media request in writing must be submitted to the City Manager.

Typically, a Terms of Service (TOS) agreement is associated with the use of third-party social media tools. Each social media site usually requires users to accept a TOS agreement specific to that site. In order to avoid violations, the Social Media Representative in conjunction with the City Attorney will:

1. Review the most current TOS prior to implementing any new social media site.
2. Review significant amendments made to the TOS for any sites currently used by the City, to determine whether these amendments contradict City policy.
3. If the TOS appears to contradict City policy, the Social Media Representative will notify the City Manager, who will determine whether the use of such social media site is appropriate.

Each Social Media Representative authorized to access and update a social media site must have a unique user account. Multiple Social Media Representatives will not share a generic login, and Social Media Representatives may not share their login or passwords with other staff members, volunteers, or others who update the social media site. Upon separation of the Social Media Representative, the Department Director or City Manager will be responsible for changing the login and password. Each social media user account will be set up in conjunction with an official City e-mail account for the purposes of privacy, security, and records retention. The Social Media Representative for each department will maintain a list of all City social media sites, logins, and passwords. As needed, she/he may create administrative user accounts to enable the City to change account settings and to immediately add, edit, or remove content from social media sites.

The official Website of The City of Abilene (www.abilenecityhall.com) will remain the City's primary and predominant internet presence. Language Content provided by the City on social media sites should avoid the use of abbreviations, jargon, acronyms, or slang iterations. Although social media sites are often more casual than other communication tools, they still represent the City and should maintain a professional image. The City's social media sites will use approved names, official titles, and the official City logo in the header/main page whenever possible. Equal Access Social Media sites requiring membership or subscription to view content should be avoided. Security settings should be as open as possible to allow the public to view content without requiring membership or login

A social media platform, like any communication resource, must be updated regularly to ensure the information provided is current, accurate, and useful. Social Media Representatives are responsible for maintaining social media sites by viewing and updating them as necessary and appropriate. As a general rule of thumb, social media site content should be updated at least once per week. Commenting and Discussions Commenting and/or discussion boards are prohibited unless approved by the City Manager.

Users of the City's 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. All social media sites must include a general disclaimer regarding public records and external links.

All City of Abilene presences on social media platforms are considered an extension of the City. Approved Social Media Representatives are permitted to access and maintain approved City social media accounts during regular work hours and/or using City equipment. Employees representing the City via social media platforms must conduct themselves at all times as representatives of the City of Abilene. Employees who fail to conduct themselves in an appropriate manner are subject to the disciplinary procedures outlined in applicable. When posting information on the City's or another agency's social media site, the Social Media Representative must identify themselves by full name, title, agency, and contact information, and shall address issues only within the scope of their specific authorization. All content posted by the Social Media Representative on the City's social media sites should be true and not misleading and all claims should be substantiated. In the event inaccurate information is posted on the City's social media sites it should be removed as soon as discovered and a public correction should be made. If employees exchange information on the City's or another agency's social media site but are not authorized to speak on behalf of the City, they must clarify that they are presenting information on their own behalf and that they do not represent the position of the City.

Any public records created through the use of social media platforms are subject to State and Local public records laws and records retention requirements. Each City-sponsored social media site must clearly indicate that any articles or other content posted or submitted for posting are subject to public disclosure laws. An original record is created

when unique information related to City businesses is posted on social media sites, which are not provided via the City's official website or in another format, and are, therefore, subject to the Public Records Act and records retention requirements. Examples of original records that may be created through use of social media sites include, but are not limited to a. Account information (user names, passwords, etc.); b. Listings of social media site 'friends,' 'followers,' 'fans,' etc.; c. Information posted to social media sites that was not first provided via the City's official website, press release, or other format. All social media content with public records value must be maintained for the minimum required retention period in an easily accessible format that preserves the integrity of the original record to the extent possible. The Social Media Representative should refer to the most recent versions of the Kansas State approved Records Retention Schedules for applicable records retention requirements. In general, the majority of content provided by the City on social media sites must be retained for at least two years. Various methods may be employed to retain public records created on social media sites. Options include: a. Archiving Software/Service: The City may use software or service designed to capture content from social media sites for retention and retrieval; b. E-mail: Updates, comments and account change notifications are sent to a City email account created for this purpose and retained as described in this section; c. Website Capture: Web capture tools may be used to capture snapshots of City's social media sites in their native format, such as the Washington State Digital Archives website capturing program; or d. PDF Format: Staff may convert social media pages to PDF format, and the PDF files saved for retention purposes. This option retains the content and formatting (look and feel) of the original web page.

Employees should not include personally identifiable information about themselves or others, such as Social Security Numbers, personal phone numbers, email addresses, or home address via official City social media sites. As a security measure, Social Media Representatives shall not use the same password used in their personal accounts as the City's password. Employees may not post any content involving or related to any of the following: a. Items that are involved in litigation or that could be involved in future litigation; b. Violates copyright license agreements; c. Promotes or advertises any political campaign or ballot measure; d. Can be used for or to promote any illegal activity; e. Promotes or solicits for an outside organization or group unless authorized by the City Manager; f. Defamatory, libelous, combative, offensive, disparaging, demeaning, or threatening materials related to any person or group; or g. Personal, private, sensitive or confidential information of any kind.

10-7 INCIDENT REPORTING

The Department Director or City Manager must be immediately notified if any of the following occur:

- Sensitive City information is lost, disclosed to unauthorized parties, or suspected of being lost or disclosed to unauthorized parties.
- Unauthorized use of the City's information systems or equipment has taken place or is suspected to have taken place.
- Passwords or other system access control mechanisms are lost, stolen or disclosed or suspected of being lost, stolen or disclosed.
- Any unusual system behavior, such as missing files, suspicious emails, frequent system crashes, misrouted messages, etc.

10-8 VIOLATION OF POLICY

Employees shall be subject to immediate discipline for violating the City's Information Security Policy. Employees who learn of any misuse of software or related documentation within City operations shall immediately notify their Department Director, or the City Manager.

RESOLUTION NO. 010824-1

**A RESOLUTION AMENDING THE EMPLOYEE POLICIES AND
GUIDELINES OF THE CITY OF ABILENE, KANSAS.**

WHEREAS, the City Commission desires to adopt an updated Employees Policies and Guidelines of the City of Abilene, Kansas;

NOW THEREFORE BE IT RESOLVED, by the City Commission of the City of Abilene, Kansas as follows;

SECTION ONE. This resolution supersedes all previous resolutions inconsistent with the new resolution.

SECTION TWO. That this Resolution shall be in full force as of January 8, 2024.

PASSED AN APPROVED by the Governing Body of the City of Abilene, Kansas this 8th day of January 2024.

Trevor D. Witt, Mayor

ATTEST:

Shayla L. Mohr, CMC
City Clerk



EMPLOYEE POLICIES AND GUIDELINES

ADOPTED

March 9, 2020

Resolution 030920-1

AMENDMENTS

January 24, 2022

Resolution 012422-1

January 1, 2023

Resolution No. 121222-2

January 1, 2024

Resolution No. 010824-1

WELCOME TO THE CITY OF ABILENE

As an employee of the City of Abilene, you are joining other qualified employees with the mission to deliver excellent service to our customers – the citizens, businesses, and visitors of Abilene. It is our goal to attract and retain the best employees. We strive to provide competitive pay and benefits, and support to facilitate success of our organization and employees. We recognize that high employee morale and a positive work environment is essential to a culture of excellence and thus we invite every employee to do their part to make our organization and city better.

The City of Abilene strives to be a dynamic organization driven by clearly defined values, principles, and philosophies that officials and employees exemplify to both internal and external customers. In the pursuit of providing quality service to our citizens, our city organization is committed to the following core values. We will approach each task, each customer, and each day as an opportunity to serve our community, our team and our customer in a positive helpful way which upholds our values, principles, and philosophies.

Accountability – We are responsible for our own behavior and actions. The responsibility for providing service for both internal and external customers starts with each employee. Accountability means taking ownership individually for your own attitudes, behaviors and actions. It also means taking ownership of the organization as a team of employees, workgroups, and departments.

Customer Satisfaction – We believe that customers deserve service that is provided in a timely and thorough manner. We place a high value on following up and following through to completion with plans, projects, programs, and to inquiries and service requests from our citizens and fellow employees.

Communication – We value and expect the open and honest sharing of ideas, concerns, and problems at all levels of our organization. Quality customer service requires a free-flowing exchange of information and the clear and effective written and oral expression and presentation of ideas and factual information throughout the organization and with our customers.

Compassion – We believe that the concerns of our citizens and fellow employees are important. We believe it is important to listen carefully to others to fully understand their views before making decisions or conclusions, to appreciate and be sensitive to the feelings and needs of others, and to measure our own impacts on others. We will have respect and consideration for one another even if we dislike or disagree with each other.

Consistency – We strongly value fair and equal implementation of city services and policies to our customers of all ages, genders, cultural, and socioeconomic groups. We believe our policies and procedures should be implemented in a fair and equitable manner throughout our organization and community.

Creativity – We value new and improved ways to provide quality customer service. We applaud critical thinking and suggestions for improvement in programs and services from all people who are involved with providing and supporting city services – elected and appointed officials, employees, public, and associates.

We believe that the best ideas surface when our employees, boards and commissions, and our citizens are encouraged to generate new ideas and create new opportunities in a risk-free environment.

Empowerment – We believe employees should be provided sufficient freedom to creatively and effectively make decisions necessary to resolve issues and improve customer services. However, as City employees we must make these decisions within our legal authority and within City policies. We value motivation, initiative, and taking action to provide the highest quality of customer service, in a risk-free environment. We also value employees who empower the people in our community, businesses, neighborhoods, and other organizations to maximize their potential in an effort to improve our city.

Governmental Responsibility – We are proud of what we do for the public. As a government, our work is guided by elected officials. While politics play an important role in choosing our leaders and charting our priorities, politics will play no role in choosing how we treat people.

Honesty – We value people who are honorable in principles, intentions, and actions, and who are ethical and fair. We value truthfulness and credibility.

Learning Organization – The City strives to be a learning organization, meaning that we value constant improvement and adaptation of the organization to keep up with a rapidly changing world. Value is placed on continuous learning as a team such that the organization is able to anticipate change and transform itself to meet current and future demands.

Personal Growth – We value employees who strive to grow and learn continuously making the team and themselves more effective. Employees are encouraged to seek skill development and personal growth outside of work in addition to any available or required training within the job.

Professionalism – We value education, training, and personal attitudes that support the development, maintenance, and advancement of a competent customer-friendly oriented work force.

Respect – We value treating fellow employees and all members of the public with respect and courtesy.

Responsiveness – We value being responsive to our customers both internally and externally, meaning that we will strive to return phone calls, emails, and inquiries generally within two business days. This doesn't mean that answers have to be provided, but the customer knows they haven't been ignored.

Self-Initiative – We value employees who take action to resolve issues and customer service problems in a proactive manner. We believe that all our employees, with their individual work styles and perspectives, are important resources for identifying and providing solutions, and performing and improving customer service.

Teamwork – We are all part of the same team with the same goals and objectives. We shall accept and work towards those goals as part of the team even though we may not personally agree with every aspect. We shall accept and collaborate with other members of a team regardless of our personal feelings toward them.

Vision – We have a responsibility to positively affect the future for our citizens by what we do today. We value planning for our tomorrow to make a better community for those who follow us.

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SECTION 1: INTRODUCTION

The purpose of this Handbook is to provide employees with an overview of the City of Abilene's ("City") policies, goals, rules, and employment practices that apply to all employees. Please read it thoroughly and retain it for future reference. Please discuss any questions you have regarding the information within this Handbook with your Department Director or the Human Resources Director.

These policies are presented for informational and guidance purposes only. Most employees are considered at-will employees and do not have individual, written contracts for specific, fixed terms. "At-will" means that you or the City may terminate the employment relationship at any time, with or without cause or reason and with or without advance notice. The City's policies are not intended to constitute a contract of employment, either expressed or implied, between you and the City. Accordingly, this Handbook shall not and should not be interpreted or construed as an employment contract between you and the City.

This Handbook only applies to the City's employees and supersedes and replaces any handbooks and memoranda that the City previously issued on subjects covered in this handbook. The plans, policies, and procedures described herein are those in effect as of the publication date as provided on the cover of the Handbook.

The City reserves the right, in its sole discretion, to alter, amend, delete, supplement, terminate, and/or change, at any time and without advance notice, any of its policies, including those covered in this Handbook, in whole or in part. No one other than the City Commission has the authority to implement or change policies. No supervisor, manager, agent, or employee of the City has authority to change or implement policies inconsistent with this Handbook. New or revised policies shall be effective on dates determined by the City and shall remain in effect until the City gives notice to the contrary.

The City shall notify employees of any revisions to this Handbook and its policies. Methods used to accomplish this notification may include, but are not limited to, the following: paycheck inserts, employee newsletters, memoranda, postings on City bulletin boards, announcements at employee meetings, or e-mail distribution. The City will maintain an up-to-date version of this Handbook on its website at all times. Employees may keep a copy of the Handbook for reference but should be responsible for maintaining a current version with revisions; employees should not rely upon amended, superseded, or deleted policies.

Some of the subjects described in this Handbook are covered in detail in official policy documents. Employees should refer to these documents for specific information, since this Handbook only briefly summarizes those benefits.

SECTION 2: CHAIN OF COMMAND

As provided by Kansas Statutes, an individual member of the City Commission is forbidden from directing the conduct of any department of the City except at the expressed direction of the entire City Commission. Thus, it is only through the policy direction of the City Commission as a whole and through the City Manager that the administrative affairs of the City shall be conducted.

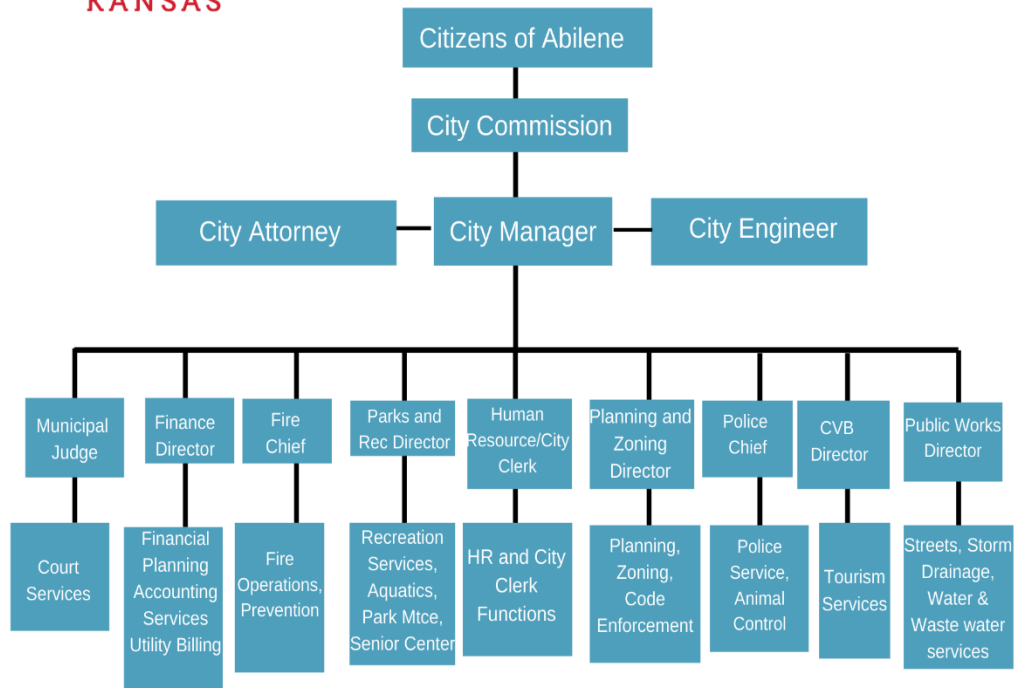
The chain of command is the organizational structure established for the operation and supervision of all departments. In order to avoid confusion, misunderstanding, and oversight, all communications, orders, requests and recommendations must be channeled through this chain. Managers at every level cannot carry out their responsibilities and perform effectively without an appreciation for and observation of these processes.

Employees have the right to contact and confer or correspond with members of the City Commission on any subject so long as it does not interfere with or undermine the assigned work of a department of the City.

The overall organization structure is illustrated by the City's organizational chart. Within each department are supervisory and non-supervisory employees.



City of Abilene Organizational Chart



2-1 CODE OF ETHICS

The following Code of Ethics shall apply to all elected and appointive officers and employees of the City. Violation of the Code of Ethics constitutes a Code violation which may be prosecuted before the municipal court and subject to disciplinary action as provided herein. (Ordinance 2991 08/03)

(a) Declaration of Policy. The proper operation of our government requires that public officials and employees be independent, impartial and responsible to the people; that governmental decisions and policy be made in the proper channels and that the public have confidence in the integrity of its government. In recognition of those goals, there is hereby established the Code of Ethics for all officials and employees, whether elected or appointed, paid or unpaid. The purpose of this Code of Ethics is to establish ethical standards by setting forth those acts or actions that are incompatible with the best interests of the city.

(b) Responsibility of Public Office. Public officials and employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the United States Constitution and the Constitution of the State of Kansas and to carry out impartially the laws of the nation, state and city and thus to foster respect of all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the long-term public interest must be their primary concern. The official as well as private conduct of all officers and employees, particularly elected and appointive officers, has consequences for the level of trust citizens have in the honesty and integrity of the city government. Consequently, conduct in both official capacities and private affairs must be above reproach.

(c) Dedicated Service. All officials and employees of the City should be responsive to the political objectives expressed by the electorate and the programs developed to attain those objectives. Appointive officials and employees should adhere to the rule of work and performance established as the standard for their positions by the appropriate authority. Officials and employees should not exceed their authority or breach the law or ask others to do so, and they should work in full cooperation with other public officials and employees unless prohibited from doing so by law or by officially recognized confidentiality of their work.

(d) Interest in Appointments. Canvassing of members of the City Commission, directly or indirectly, in order to obtain preferential consideration in connections with any appointment to the municipal service shall disqualify the candidate for appointment, except with reference to positions filled by appointment by the City Commission.

(e) Use of Public Property. No official or employee shall request or permit the use of City-owned vehicles, equipment, materials or property for personal convenience or profit, except when such services are available to the public generally or are provided as City policy for the use of such official or employee in the conduct of official City business.

(f) Obligations to Citizens. No official or employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

(g) Conflict of Interest. No elected or appointive City official or employee, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his or her duties in the public interest or would tend to impair his or her independence of judgment or action in the performance of his or her official duties or which can reasonably be expected to have results adverse to financial or other interests of the City. Personal as distinguished from financial interest shall be defined using the following guidance:

1. Incompatible Employment. No elected or appointive official or employee of the City shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties.
2. Disclosure of Confidential Information. No elected or appointive official or employee of the City shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the City. Nor shall he or she use such information to advance the financial or other private interest of himself, herself or others.
3. Gifts and Favors. No elected or appointive official or employee of the City shall accept any valuable gift, whether in the form of service, loan, thing or promise from any person, firm or corporation known to be interested directly or indirectly in any manner whatsoever in business dealings with the City; nor shall any such official or employee accept any gift, favor or thing of value that may tend to influence such official or employee in the discharge

of any duties, or grant in the discharge of any duties any improper favor, service or thing of value. The prohibition against gifts or favor shall not apply to an occasional non-pecuniary gift of only nominal value, an award publicly presented in recognition of public service, or any gift which would have been offered or given if not an official or employee. Nominal value for the purposes of this policy shall be defined as a value equal to or less than ten dollars (\$10.00).

4. Representing Private Interest before City Agencies or Courts. No elected or appointive official or employee of the City whose salary is paid, in whole or in part, by the City shall appear on behalf of private interests before any agency of this City. No such elected or appointive official or employee of the City shall represent private interests in any action or proceeding against the interest of the City in any litigation to which the City is a party.

SECTION 3: EQUAL EMPLOYMENT OPPORTUNITY PRACTICES AND PROCEDURES

3-1 EQUAL EMPLOYMENT OPPORTUNITY

The City believes that each employee deserves to be treated with respect and that all employment-related decisions should be made without discrimination based on race, color, religion, gender, age, national origin, marital status, citizenship, sexual preference, genetic information, status as a qualified individual with a disability, military status, or any other protected characteristic as established by law. In keeping with this Policy, the City recruits, employs, and promotes the most qualified individuals. This Policy of equal opportunity applies to all policies and procedures relating to recruitment, hiring, compensation, benefits, termination, and all other terms and conditions of employment.

The Human Resource Director has overall responsibility for this Policy and maintains reporting and monitoring procedures. Any questions or concerns should be directed to the Human Resource Director. Appropriate disciplinary action may be taken against any employee who violates this Policy.

3-2 AMERICANS WITH DISABILITIES

The City is committed to the recruitment, employment, and promotion of the most qualified individuals. It is our policy to provide equal employment opportunity for persons with disabilities in full compliance with federal, state, and local laws, such as the Americans with Disabilities Act (“ADA”). We do not discriminate against qualified job applicants and employees with known physical or mental disabilities in any employment practice, including, but not limited to, recruitment, hiring, education, training, promotion, compensation, participation in social or recreational functions, use of the City facilities, transfer, discipline, layoff, recall, and termination. Requests for reasonable accommodations should be made to the Human Resource Director.

Pursuant to the ADA and other applicable law, the City will provide qualified individuals with known disabilities reasonable accommodations to assist them in performing the essential functions of their job. However, where an accommodation would produce an undue hardship on the City or present a health or safety risk, the requested accommodation may be determined unreasonable and denied. The City Manager will review all requests for accommodation and make a determination regarding the reasonableness of a request under this policy.

Any questions regarding this policy or requests for an accommodation should be made to the Human Resources Director.

3-3 IMMIGRATION LAW COMPLIANCE

U.S. law requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. This diverse workforce contributes

greatly to the vibrancy and strength of our economy, but that same strength also attracts unauthorized employment.

E-Verify is an Internet-based system provided by U.S. Citizenship and Immigration Services that allows businesses and government agencies to determine the eligibility of their employees to work in the United States. The City will require the use of E-Verify for verification of the work status for all individuals seeking employment with the City.

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

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

3-4 OPEN DOOR POLICY

The City believes that open communication is essential to a productive work environment. The City realizes that problems, concerns, or complaints may arise which, if left unresolved, will negatively impact the work environment. In order to facilitate the prompt resolution of work-related problems, the City has established an “Open Door Policy.” The City encourages each employee to address his or her concerns with his or her immediate supervisor or Department Director. However, all employees are free to discuss work-related problems or concerns directly with the Human Resource Director or City Manager. Any suggestion or concern that is raised will be given full consideration; the most important aspect of the Open-Door Policy is that each concern is addressed.

For complaints of discrimination, harassment, or retaliation, employees should notify the proper individual pursuant to the Section of this Handbook entitled *Complaints of Discrimination, Harassment and Retaliation*.

SECTION 4: ANTI-DISCRIMINATION, ANTI-HARASSMENT, AND ANTI-RETALIATION POLICY

The City employees have the right to work in an environment free from all forms of harassment, discrimination, or retaliation based on race, color, religion, gender, national origin or ancestry, ethnicity, age, genetic information, disability, veteran status, sexual preference, gender identity, familial status or any other characteristic protected by federal, state, or local law (the “Protected Characteristics”).

4-1 POLICY

It is the policy of the City to maintain a work environment free of intimidation, insult, discrimination, harassment, or retaliation based upon the Protected Characteristics. Discrimination, harassment, or retaliation of any kind will not be tolerated. Employees have the obligation to report all incidents of such conduct, and those reports will be promptly and thoroughly investigated. The City also does not tolerate retaliation against those who report discrimination or harassment in good faith or those who cooperate with discrimination or harassment investigations. Any employee who has engaged in discriminatory, harassing, or retaliatory conduct will be subject to immediate discipline, up to and including termination.

4-2 HARASSMENT

Harassment Defined. Harassment is verbal, written, or physical conduct that displays hostility or hatred toward or degrades others based on the Protected Characteristics and (1) creates an intimidating, hostile, or offensive working environment; (2) unreasonably interferes with an individual’s work performance; or (3) otherwise adversely affects an individual’s employment opportunities.

Examples of Harassment. Generally, harassment includes, but is not limited to, the following acts or conduct when those acts or conduct relate to the protected characteristics:

- epithets;
- slurs;
- stereotyping;
- threats; or
- written or graphic materials that display hostility or hatred toward or degrades an individual or group when such material is distributed; circulated; or placed on walls, bulletin boards, or elsewhere on City property.

4-3 SEXUAL HARASSMENT

Sexual Harassment Defined. There are two types of sexual harassment, defined as follows:

- Quid pro quo sexual harassment is the threat or insinuation by one employee or group of employees, either explicitly or implied, that refusal to submit to sexual advances will adversely affect the employees' employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.
- Hostile work environment harassment is the creation of an intimidating, hostile, or offensive working environment by one employee or group of employees engaging in unsolicited and unwelcome sexual overtures or conduct, either verbal or physical.

Examples of Sexual Harassment. No employee, whether supervisory or non-supervisory, may sexually harass another employee. Sexual harassment as defined includes, but is not limited, to:

- unwelcome or unnecessary sexual touching, propositions, or advances;
- unwelcome sexual flirtations;
- abusive or vulgar language of a sexual nature;
- graphic or vulgar commentaries about an employee's body or clothing;
- use of sexually degrading words to describe a person;
- displays in the workplace or on City premises of sexually suggestive or graphic materials, including objects, pictures, photographs, cartoons, etc.;
- physical assault or battery;
- verbal harassment or abuse;
- accusations of sexual preference;
- demands for sexual favors, including demands accompanied by express or implied promises or threats concerning an individual's employment status or term or benefit of employment;
- sexual slurs or innuendoes;
- suggestive or insulting sounds;
- touching, leering, whistling, or making obscene gestures; or
- any other conduct that unreasonably interferes with an employee's performance of his or her job; creates an intimidating, hostile, or offensive working environment; or otherwise adversely affects an individual's employment opportunities.

4-4 RETALIATION

Retaliation Defined. Applicable law also prohibits retaliation against any employee by another employee or by the City for reporting, filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by the City or a federal or state enforcement agency.

Examples of Retaliation. Retaliation includes, but is not limited to, any adverse employment action that would dissuade a reasonable employee from reporting, filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by the City or a federal or state enforcement agency, which may include the following actions:

- termination;
- demotion;
- denial of promotion;
- reassignment of duties;
- unjustified negative evaluations;

4-5 COMPLAINTS OF DISCRIMINATION, HARASSMENT, AND RETALIATION

Any employee who feels he or she is being subjected to discrimination, harassment, or retaliation should 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 one's:

- Department Director;
- Human Resource Director; or
- City Manager.

Employees shall not make a complaint to the person who is the alleged harasser or person committing the retaliation. Instead, employees should make the complaint to one of the alternative persons listed.

Employees should be prepared to provide the following information when making a complaint:

- employee's name, department, and position title;
- the name of the person(s) committing the discrimination, harassment, or retaliation;
- the date(s) and approximate times(s) of the discrimination, harassment, or retaliation;
- the specific nature and duration of the discrimination, harassment, or retaliation;
- any employment action (demotion, failure to promote, termination, refusal to hire, transfer, etc.) taken against him or her as a result of the harassment;
- the name of any witness to the discrimination, harassment, or retaliation; and

- whether he or she has previously reported such discrimination, harassment, or retaliation, and if so, when and to whom.

Regardless of whether the initial complaint was oral or written, the person whom the complaint is submitted to will assist the employee in documenting and filing the complaint in writing. The employee must attest to the accuracy and truthfulness of the written complaint and sign it. All information disclosed in the complaint procedure will be held in strictest confidence and will only be disclosed on a need-to-know basis in order to investigate and resolve the matter.

4-6 DISCRIMINATION, HARASSMENT, OR RETALIATION INVESTIGATIONS.

Anyone who receives a complaint of discrimination, harassment, or retaliation shall immediately report the complaint directly to the Human Resources Director. In the event the Human Resources Director is alleged, the City Manager shall be contacted instead. The City shall promptly and confidentially investigate all harassment complaints in accordance with established and specific procedures.

When asked, all employees shall cooperate fully and completely with such investigations. Refusal to cooperate, or interfering with an investigation in any way, shall subject employees to immediate disciplinary action, up to and including termination. If the City determines, after reviewing the investigation report, that the complaint was intentionally falsified by the employee filing the complaint, it may take immediate and appropriate disciplinary action against the employee, to be determined on a case-by-case basis, up to and including termination.

The City may, in its discretion, secure a neutral third-party to investigate into any complaint of harassment. If third-party investigators are used, disclosure of any investigation report and its contents will be restricted to the City; any federal or state officer, agency, or department, or any officer, agency, or department of a unit of general local government; or any self-regulatory organization with regulatory authority over the activities of the employer or employee; as otherwise required by law.

4-7 RECORDS OF DISCRIMINATION, HARASSMENT, OR RETALIATION COMPLAINTS.

All records concerning a complaint shall be kept confidential to the extent possible and maintained in a separate, locked file. Access shall be granted only to parties who have a direct and relevant need-to-know and only with approval from the Human Resources Director or City Manager. A summary of the findings of an investigation may be provided to the complainant upon request.

SECTION 5: DRUG AND ALCOHOL POLICY

The City is committed to providing a work environment that is safe, healthy, and productive. The illegal use of drugs and the improper use of alcohol can impair an employee's performance and pose a threat to the health and safety of other employees and the general public. Therefore, the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace or while conducting City business. In addition, except as specifically authorized herein, the possession, use, consumption or impairment by alcohol is prohibited in the workplace or while conducting City business. This policy applies to all City employees and applicants for employment for all employment positions with the City of Abilene.

5-1 VOLUNTARY ADMISSION

Employees with a drug or alcohol use or dependency problem are encouraged to voluntarily seek assistance through the City's Employee Assistance Program (EAP) or other available resources. Employees will not be subject to corrective action solely for voluntarily acknowledging a drug/alcohol problem. Such an acknowledgement will not excuse violations of City policy which have previously occurred and appropriate corrective action will be administered up to and including termination.

5-2 DRUG-FREE WORKPLACE ACT OF 1988

All employees will receive a copy of this policy. The Human Resources Director will provide resources on any available drug counseling, rehabilitation, and employee assistance programs. Employees are responsible to notify the employee's supervisor or Human Resources Director, in writing, within five calendar days, if the employee is convicted of a violation of a criminal drug statute which occurs in the workplace. For the purposes of this policy, a conviction includes a plea of nolo contendere, a plea in abatement, diversion agreement, and any other agreement wherein the employee admits to the elements of the crime in agreement that the charges will be dismissed should the employee meet conditions established by the prosecuting attorney. Upon receiving notice that an employee has been so convicted or placed on diversion, the City of Abilene will take one of the following actions:

- A. Take appropriate disciplinary action up to and including termination, and/or
- B. Require such employee to participate satisfactorily in a drug/alcohol abuse assistance or rehabilitation program approved by the City of Abilene.

5-3 TESTING

A. Types of Tests. All applicants for employment with and employees of the City of Abilene will be subject to drug and/or alcohol testing as follows:

1. Pre-Employment. All prospective employees will be drug tested as part of the pre-employment physical examination.
2. Post-Accident. Employees are subject to drug and/or alcohol testing when they cause or contribute to an accident that seriously damages a City of Abilene vehicle, or piece of machinery or equipment, or other City property, or results in death, or an injury to an employee or other person that requires off-site medical attention. The determination of whether the employee caused or contributed to the accident and, if so, whether the damage was serious shall be made as soon as practicable by the employee's immediate supervisor or other available supervisor, with approval by the appropriate Department Director. If ordered hereunder, any drug/alcohol test shall be coordinated through the Human Resources Director and administered as soon as practicable, and for alcohol, no later than four hours following the accident, and for drugs, no later than 24 hours following the accident.
3. Reasonable Suspicion. Any employee whose conduct, behavior or performance leads to a reasonable suspicion by a supervisor that the employee may be under the influence of alcohol and/or drugs will be tested. "Reasonable suspicion" means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs and/or alcohol. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:
 - A. A pattern of abnormal or erratic behavior;
 - B. Information provided by a reliable and credible source;
 - C. Direct observation of drug or alcohol use; and/or
 - D. Presence of the physical symptoms of drug or alcohol use (e.g. glassy or bloodshot eyes, alcohol odor on breath, odor of drugs on the employee's body or clothes, slurred speech, poor coordination and/or reflexes, etc.)

Whether a drug or alcohol test is warranted shall be determined by the employee's immediate supervisor or other available supervisor, with approval by the appropriate Department Director, and shall be coordinated through the Human Resources Director.

4. Post-Treatment or Rehabilitation. Any employee who has been sent by the City to and/or completed a substance abuse treatment or rehabilitation program will be subject to random testing for a period of up to one year following the successful

completion of the program and return to work. The testing dates will be arranged by the Human Resources Director in consultation with the employee's department.

- B. Costs of Tests. The City shall pay the laboratory cost of all drug and alcohol tests required or provided for in this policy. In addition, the City shall compensate all employees for the time spent providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with the reasonable suspicion, post-accident, or post treatment or rehabilitation testing required by this policy.

5-4 WHAT WE TEST FOR

The tests required under this policy are administered to detect the presence of:

- a. Alcohol
- b. THC-Marijuana
- c. Cocaine
- d. Amphetamines
- e. Opiates
- f. Phencyclidine (PCP)

5-5 COLLECTION PROCEDURES

- A. Consent. Before administering a drug or alcohol test, applicants and employees will be asked to sign a consent form authorizing the test and permitting release of test results to the City (all minors must have a consent form signed by a parent or guardian).
- B. Alcohol Testing. Alcohol testing will be conducted by breathalyzer. All samples will be taken at and tested in facilities approved by the City. The test results will be provided to the Human Resources Director.
- C. Drug Testing. When drug testing is required under this policy, a urine sample will be collected at a collection site, medical facility, or laboratory designated and approved by the City. Personnel at the collection site will use appropriate procedures to positively identify the applicant or employee selected for testing, ensure the integrity and identity of the specimen collected, initiate the appropriate chain of custody documents, and transmit the specimen to a laboratory for analysis. The initial drug screening shall be conducted using Point of Care Testing (POCT) which uses immunoassay technology. All confirmed positive test results are sent to an approved Medical Review Officer (MRO) for further examination, interpretation and explanation.

IF the MRO determines that there is a legitimate medical explanation for the positive test result and that result is consistent with the lawful use of a drug, then the test result shall be reported to the Human Resources Director as negative. If it is determined that the test result is not consistent with lawful use of a drug, then the test result shall be reported to the Human Resources Director

as positive. Employees who have a positive drug test result may, at their own expense, have the same sample tested at a NIDA certified laboratory of their choice.

5-6 PROHIBITED CONDUCT

A. Applicants for Employment. Persons applying for employment with the City of Abilene violate this policy if they:

1. Refuse to consent to or submit to timely testing after a conditional offer of employment is made;
2. Test positive for illegal drugs;
3. Test results are “dilute” and an applicant does not appear for retesting within 24 hours or cannot provide a concentrated sample at retest; or
4. Tamper or in any way interfere with the testing process.

B. Employees. City Employees may violate this policy if they:

1. Report to work under the influence of alcohol or with drugs illegally present in their bodies in any detectable amount; or if they illegally manufacture, distribute, dispense, possess or use alcohol or drugs in the workplace. City employees who are subject to call back must adhere to department policies addressing drug and alcohol use during times when they may be called in to work.
2. Use a prescription medicine contrary to instructions or which is not presently prescribed to the employee.
3. Refuse to consent or submit to a drug or alcohol test as directed by the Human Resources Director or a supervisor pursuant to this policy.
4. Test results are “dilute” and applicant does not appear for retesting within 24 hours or cannot provide a concentrated sample at retest.
5. Tamper or in any way interfere with the testing process.
6. Fail to notify the City, in writing, within five days of a conviction of a criminal drug violation in the workplace.
7. Refuse to obtain, or fail to successfully complete, required counseling and rehabilitation after a positive test hereunder.

5-7 EMPLOYEE OBLIGATIONS

Compliance with this policy requires that City employees:

- A. Notify a supervisor when aware of evidence or reasonable suspicion of drug and/or alcohol use by another employee.
- B. Cooperate in any investigation related to conduct prohibited by this policy.
- C. Notify the employee's supervisor or Human Resource Director immediately of the use of any medication that has impaired the employee's ability to perform.
- D. Notify a supervisor immediately upon arrest for an alcohol or drug violation.
- E. Notify the employee's supervisor or Human Resource Director, in writing, within five calendar days, if the employee is convicted of violating a criminal drug statute which occurs in the workplace.

5-8 CONSEQUENCES FOR VIOLATIONS

- A. Applicants for Employment. An applicant for employment who violates this policy will have any contingent offer of employment withdrawn and cease to be eligible for employment with the City of Abilene for a minimum of one year.
- B. Employees. Employees who violate this policy will be subject to corrective action up to and including termination. Employees in violation may be referred to a Substance Abuse Professional (SAP) for an assessment and may be required to obtain appropriate counseling and rehabilitation through the City's Employee Assistance Program (EAP) or other program sanctioned by the City. Employees who successfully complete an approved rehabilitation program may be reinstated to the employee's employment position subject to any conditions or restrictions the City deems appropriate. The City may hold an employee's position open for a period of time determined by the Human Resources Director and Department Director based on the needs of the City and applicable policies. The decision to reinstate shall be based on the employee's work history, length of employment, current job performance, the public health and safety responsibilities of the employee's position, and other factors deemed relevant by the City.

Any time off from work taken to obtain counseling and rehabilitation will be charged to sick leave, if applicable and vacation leave. If the employee is eligible for FMLA leave, such time may also qualify for, and will be designated and counted, as FMLA leave. If the employee's applicable paid leave balances are not sufficient, the time will be leave without pay. If disciplinary action of suspension (without pay) is implemented, the time off will be considered part of that suspension.

5-9 OVER-THE-COUNTER OR PRESCRIPTION MEDICATION

Employees who take over-the-counter or prescribed medication are responsible for being aware of any effect the medication may have on performance of the employee's duties and must promptly report to the

employee's supervisor or Human Resources Director any impairment caused by the use of any medication. The supervisor, upon learning of such impairment, will immediately contact the Human Resources Director to discuss the situation.

5-10 CONFIDENTIALITY OF TEST RESULTS

Except as otherwise required by law, all information from an applicant's or employee's drug or alcohol test shall be held as confidential, and only the employee and those persons with the City of Abilene who need to know for corrective action or personnel reasons will be informed of the test results. All information related to the drug or alcohol test of an employee will be maintained in the employee's confidential medical file in Human Resources. Anyone disclosing drug test results, in violation of this policy, will be subject to corrective action. Disclosures without employee consent may also occur when:

- A. The information is compelled by law or by judicial order or administrative process.
- B. The information has been placed at issue in a formal dispute between the employer and employee.
- C. The information is to be used in administering an employee benefit plan (group statistics only).
- D. The information is needed by medical personnel for the diagnosis or treatment of the patient who is unable to authorize disclosure.

5-11 DRUG AND ALCOHOL POLICY FOR COMMERCIAL DRIVER'S LICENSE (CDL) HOLDERS

The purpose of this policy is to establish a drug and alcohol program for the City of Abilene employees who operate commercial motor vehicles. The program shall include applicable provisions on the alcohol and drug testing adopted by the Federal Motor Carrier Safety Administration (FMCSA) for persons who operate a commercial motor vehicle requiring a commercial driver's license.

5-12 APPLICABILITY

This policy applies to all applicants for and employees currently occupying a City employment position which requires the person to operate a commercial motor vehicle and hold a commercial driver's license as a condition of employment. In addition to this policy, the City's general Drug and Alcohol Policy also applies to CDL employees.

5-13 DEFINITIONS

For the purposes of this policy, the following terms shall have the following meanings:

- A. Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or low molecular weight alcohol, including methyl and isopropyl alcohol.

- B. Alcohol Concentration (or Content): The alcohol in volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.
- C. Alcohol Use: The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.
- D. Commercial Motor Vehicle: A motor vehicle which is designed or used to transport passengers or property and which:
1. Has a gross combination weight rating of 26,001 or more pounds, inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
 2. Has a gross vehicle weight rating of 26,001 or more pounds; or
 3. Is designed to transport 16 or more passengers, including the driver; or
 4. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which requires the motor vehicle to be placarded under the Hazardous Materials Regulations (49 C.F.R., part 172, subpart F).
- E. Confirmation Test: i) (for alcohol testing) a second test, following a screening test with a result of 0.02% or greater, that provides a quantitative data of Alcohol Concentration; ii) (for drug testing) a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the initial test. Gas Chromatography/mass spectrometry (GS/MS) is the only authorized confirmation method for drug testing.
- F. Drug: Includes all substances listed on Schedules I through V, 21 U.S.C. 812, as they may be revised from time to time. For purposes of testing the term drug means marijuana, cocaine, opiates, phencyclidine (PCP) and amphetamines.
- G. Employee: A person employed in a City of Abilene employment position requiring that person to operate a commercial motor vehicle and hold a commercial driver's license as a condition of employment.
- H. Employee Assistance Program (EAP): A counseling program that offers assessment, short-term counseling and referral services to employees for a wide range of drug, alcohol, and mental health problems and monitors the progress of employees while in treatment.
- I. Medical Review Officer (MRO): The individual who is responsible for receiving laboratory results generated from the City of Abilene's drug testing program under this policy and who is a licensed physician with knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate all positive test results together with an individual's medical history and any other relevant biomedical information.

J. Safety-Sensitive Function: Any of the following on-duty functions, which involve operation of a commercial motor vehicle:

1. All time waiting to be dispatched, unless the employee has been relieved from duty by the City;
2. All time inspecting, servicing, or conditioning any commercial motor vehicle;
3. All time spent at the driving controls of a commercial motor vehicle in operation;
4. All time, other than driving time spent, in or upon any commercial motor vehicle;
5. All time loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
6. All time spent performing the employee requirements associated with an accident, including the following:
 - a. Stopping immediately
 - b. Taking all necessary precaution to prevent further accidents at the scene;
 - c. Rendering all reasonable assistance to injured persons;
 - d. Giving any person demanding the same employee's name and address, the name and address of the City, the state tag and registration number of the vehicle involved, and if requested, exhibiting the employee's operator's license;
 - e. Locating and notifying the custodian of an unattended vehicle that is stricken in the accident; and/or
 - f. Reporting all details of the accident to the employee's supervisor as soon as practicable after its occurrence; and/or
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

K. Performing (a safety-sensitive function): Any period during which the employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

L. Screening Test (Initial test): i)(for alcohol testing) an analytical procedure to determine whether or not the applicant or employee may have a prohibited concentration of alcohol in his or her

system; ii) (for drug testing) an immunoassay test to eliminate “negative” urine specimens for further consideration.

- M. Substance Abuse Professional (SAP): a licensed physician, registered nurse, licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug disorders.

5-14 PROHIBITIONS

A. Alcohol

1. Alcohol Concentration: No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of .04% or greater. If the City has actual knowledge that an employee has an alcohol concentration of 0.04% or greater, it shall not permit the employee to perform or continue to perform safety-sensitive functions.
2. Alcohol Possession: No employee shall be on duty or operate a commercial motor vehicle while the employee possesses alcohol. If the City has actual knowledge that an employee possesses alcohol, it shall not permit the employee to drive or continue to drive a commercial motor vehicle.
3. On-Duty Use: No employee shall use alcohol while on duty including any break wherein the employee is reasonably expected to return back to work, such as meal breaks. If the City has actual knowledge that an employee is using alcohol while on duty, it shall not permit the employee to perform or continue to perform safety-sensitive functions.
4. Pre-Duty Use: No employee shall perform safety-sensitive functions within four hours after using alcohol. If the City has actual knowledge that an employee has used alcohol within four hours, it shall not permit an employee to perform or continue to perform safety-sensitive functions.
5. Use Following an Accident: No employee required to take a post-accident alcohol test shall use alcohol for eight hours following the accident or until the employee undergoes a post-accident alcohol test, whichever occurs first.

B. Drugs

1. On-Duty Use: No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the employee uses any illegal drug, or when the employee feels impairment from any prescription or over-the-counter medication.

2. Violation: If the City has actual knowledge that an employee has used a drug in violation of this policy, it shall not permit the employee to perform or continue to perform a safety-sensitive function.
 3. Testing Positive: No employee shall report for duty, remain on duty, or perform a safety-sensitive function if the employee tests positive for drugs. If the City has actual knowledge that an employee has tested positive for drugs, it shall not permit the employee to perform or continue to perform safety-sensitive functions.
 4. Drug Possession: No employee shall possess drugs while the employee is on duty, except for those drugs which have been prescribed for the employee by a licensed medical practitioner.
 5. Selling/Providing Drugs: No employee directly or through a third party shall sell or provide drugs to any person, including any other employee, while either/both employees are on duty.
- C. Refusal to Submit
1. No employee shall refuse to submit to a post-accident alcohol or drug test, a random alcohol or drug test, a reasonable suspicion alcohol or drug test, a return to duty alcohol or drug test, or a follow-up alcohol or drug test.
 2. The City shall not permit an employee who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.
 3. Any employee who refuses to submit to any test identified in this policy shall be immediately terminated.

5-15 TESTING PROCEDURES

A. Alcohol

1. All alcohol testing shall be conducted by a breath alcohol technician (BAT) and shall be done on an evidential breath testing device (EBT).
2. When required to take the test, the employees shall present themselves at a location designated by the City.
3. The BAT will conduct a screening test, and if the result of the screening test is an alcohol concentration of 0.02% or greater, then a confirmatory test shall be conducted.

B. Drugs

1. A test shall be conducted for the following drugs: Marijuana, cocaine, opiates, amphetamines, and phencyclidines (PCP). All drug testing shall be done by urinalysis. City procedures may also require a saliva/oral fluid test. A drug testing custody and control form shall be used as a

permanent record and contains the identifying data on the employee, specimen collection, and transfer process.

2. Employees who are required to take the drug test shall present themselves at a collection site designated by the City for the purpose of providing a specimen of the employee's urine, which shall be subject to the split sample method of collection.
 3. The urine specimen shall be tested by a drug testing laboratory certified under Department of Health and Human Services (DHHS) guidelines. If the initial screening test is positive, then a confirmatory test shall be conducted.
 4. An employee whose urine sample has been verified as testing positive for a drug has the option of having the split sample tested at another laboratory within 72 hours of being notified by the MRO. However, action required by this policy as a result of a positive drug test (e.g., requiring removal from performing a safety-sensitive function) is not stayed pending the result of the test of the split specimen. If the second specimen portion produces a negative result or for any reason the second portion is not available, then this test is considered negative, and no further action will be taken against the employee.
 5. The City of Abilene shall contract for the service of an MRO who shall be a licensed physician with knowledge of substance abuse disorders.
 - a. The MRO shall review and interpret confirmed positive test results for any drugs identified.
 - b. The MRO shall interview employees who tested positive to verify the laboratory report and review available medical records when a confirmed positive test could have resulted from a legally prescribed medication.
 - c. The MRO shall report his or her findings and recommendation to the Human Resources Director.
- C. Notification: Before conducting an alcohol or drug test the City shall notify the employee that the test is required by this policy.

5-16 TYPES OF TESTING

A. Pre-Employment Testing:

1. The City shall notify an applicant for employment that the applicant is required to submit to a drug test.
2. An applicant shall submit to a drug test in a timely manner after a conditional offer of employment is made.

3. Any offer of employment made to an applicant shall be conditioned upon the applicant passing the drug test.
4. If urine test results are determined to be “dilute”, the applicant must appear for retesting within 24 hours to continue to be considered for employment.
5. If the City receives a drug test result from the MRO indicating a confirmed positive test result, or the applicant refuses to take the test or comply with any applicable procedures of this policy, or is not responsive to requests for information from the MRO, the City shall withdraw the offer of employment. The applicant shall not be hired and will cease to be eligible for employment with the City of Abilene for a period of a least one year and until approved by the Human Resources Director.

B. Post-Accident Testing:

1. When Testing Required: As soon as practicable following an accident involving a commercial motor vehicle, the City shall require a test for alcohol and drugs (using Federal Department of Transportation (DOT) version for post-accident drug and alcohol testing) of each surviving employee who was performing safety-sensitive functions with respect to the vehicle if:

- a. The accident involved the loss of human life; or
- b. The employee receives a citation under state or local law for a moving traffic violation arising from the accident and the accident involves a bodily injury to a person which injury is treated away from the scene; or
- c. The employee receives a citation under state or local law for a moving traffic violation arising from the accident and the accident involves a vehicle which is required to be towed from the scene because of disabling damage to the vehicle.
- d. Employees who do not qualify for post-accident testing based on DOT standards will be evaluated under the City’s non-DOT post-accident policy to determine if a test needs to be performed.

2. Tests

- a. Alcohol. If an alcohol test required by this section is not administered within two hours following the accident, then the City shall prepare and maintain a record stating the reasons the test was not promptly administered. If a test required by this section is not administered within eight hours following the accident, the City shall cease attempts to administer an alcohol test and shall prepare and maintain the same record. Records shall be submitted to the Federal Highway Administration (FHWA) upon request of the Associate Administrator.

- b. Drugs. If a drug test required by this section is not administered within 32 hours following the accident, then the City shall cease attempts to administer a drug test and prepare and maintain a record stating the reasons the test was not promptly administered. Records shall be submitted to the FHWA upon request of the Associate Administrator.
 - c. An employee who is subject to post-accident testing shall report all details of the accident to the employee's supervisor as soon as practicable and shall remain readily available for such testing; otherwise, the employee shall be deemed by the City to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
 - d. The results of a breath or blood test for the use of alcohol or a urine test for the use of drugs, conducted by federal, state, or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to applicable federal, state or local requirements and that the results of the tests are obtained by the City.
- C. Random Testing. The City shall administer a number of alcohol tests and a number of random drug tests of its employees. The testing agency will provide the Human Resources Director the names of employees randomly selected for testing. The tests shall be unannounced, and the testing date shall be spread reasonably throughout the year. Under this method of testing, each employee has an equal chance of being tested each time selections are made. The number of random alcohol tests conducted annually shall equal at least 10% of employees and the number of random drug tests conducted annually shall equal at least 25% of employees.
- D. Reasonable Suspicion Testing. The City requires that employees submit to an alcohol and/or drug test when it has reasonable suspicion to believe an employee has violated the prohibitions of this policy concerning use of alcohol and/or drugs. "Reasonable suspicion" means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of alcohol and/or drugs. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:
 - 1. A pattern of abnormal or erratic behavior;
 - 2. Information provided by a reliable and credible source;

3. Direct observation of drug or alcohol use; and/or
4. Presence of the physical symptoms of drug or alcohol use (e.g. glassy or bloodshot eyes, alcohol odor on breath, odor of drugs on the employee's body or clothes, slurred speech, poor coordination and/or reflexes, etc.)

Whether a drug or alcohol test is warranted shall be determined by the employee's immediate supervisor or other available supervisor, with approval by the appropriate Department Director, and shall be coordinated through the Human Resources Director.

Employees involved in post-accident or reasonable suspicion testing will be placed on paid administrative leave until test results are available. Employees will be taken home by the employer or a ride (family or friend) will be found for the employee.

E. Return-to-Duty Testing

1. Alcohol

- a. After engaging in conduct concerning alcohol prohibited by this policy and before an employee returns to duty in a position requiring the performance of a safety-sensitive function, the employee shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02%, provided the employee has not been terminated from the position.
- b. An employee who is tested under the provisions of this policy and found to have an alcohol concentration of 0.02% or greater, but less than 0.04%, is not subject to return-to-duty testing. However, the employee shall not continue to perform safety-sensitive functions until the start of the employee's next regularly scheduled duty period, not less than 24 hours following administration of the test.

2. Drugs. After engaging in conduct concerning drugs prohibited by this policy and before an employee returns to duty in a position requiring the performance of a safety-sensitive function, the employee shall undergo a return-to-duty drug test with a result indicating a verified negative result for drug use, provided the employee has not been terminated from the position.

- F. Follow-up Testing. Following a determination by an SAP that an employee is in need of assistance to resolve problems associated with alcohol misuse and/or use of drugs, the employee shall be subject to unannounced follow-up alcohol and/or drug testing, which shall consist of at least six

tests in the first 12 months following the employee's return to duty, provided the City has not terminated the employee from the position. Follow-up testing may be conducted for a period up to 60 months from the date the employee returns to duty. Follow-up testing shall be arranged by the Human Resources Director. Follow-up alcohol testing shall be conducted just before the employee is to perform safety-sensitive functions, when the employee is performing safety-sensitive functions, or just after the employee has ceased to perform safety-sensitive functions.

5-17 CONSEQUENCES

A. Performance of Safety-Sensitive Functions

1. An employee who is tested under the provisions of this policy and found to have an alcohol concentration of 0.02% or greater, but less than 0.04%, shall be removed immediately from the performance of safety-sensitive functions. If the City determines that the employee may return to duty to perform safety-sensitive function, then the employee shall not perform any safety-sensitive functions until the latter of the employee's regularly scheduled duty period or 24 hours following the administration of the test.
2. An employee who is tested under the provisions of this policy and found to have a alcohol concentration of 0.04% or more or who tests positive for drugs (verified by an MRO) shall be immediately removed from performing safety-sensitive functions.
3. Employees who refuse to submit to a test required by this policy will be terminated immediately. If the City determines that the employee shall return to duty to perform safety-sensitive functions, then the employee shall not perform any safety-sensitive functions until after being evaluated by an SAP and undergoing return-to-duty alcohol or drug test. If the conduct involved alcohol, then the result must indicate a breath alcohol level of less than 0.02%; if the conduct involved drugs, then the result must be a verified negative.

B. Corrective Action

1. Alcohol. Any employee found to have blood-alcohol concentration of 0.04% or more shall be subject to corrective action up to and including termination.
2. Drugs. Any employee who tests positive for the presence of illegal drugs shall be subject to corrective action up to and including termination.
3. Employees who violate this policy but have not been terminated and who have successfully completed a rehabilitation program will be required to submit to return-to-duty and follow-up alcohol/drug testing in accordance with the provisions of this policy. After rehabilitation, an employee who again tests positive for the presence of alcohol and/or drugs will be terminated from employment.

4. Employees who tamper with a sample or attempt to deceive the City during the testing process will be terminated.
5. Employees who refuse to sign the consent form and submit to an alcohol and/or drug test when requested to do so will be terminated.

C. Evaluation and Treatment

1. Each employee who has engaged in conduct prohibited by this policy will be advised by the City of the resources available to evaluate and resolve problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of SAPs and counseling and treatment programs. An SAP shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and drug use.
2. Before an employee who has engaged in conduct prohibited by this policy returns to duty requiring the performance of a safety-sensitive function, the employee shall undergo a return-to-duty alcohol or drug test. If the conduct involved alcohol, then the result must indicate an alcohol concentration of less than 0.02%; if the conduct involved drugs, then the result must be verified negative.
3. Each employee identified as needing assistance in resolving problems associated with alcohol misuse or drug use shall be:
 - a. Evaluated by an SAP to determine that the employee has properly followed any rehabilitation program under this policy; and
 - b. Subject to unannounced follow-up alcohol and drug tests administered by the Human Resources Director. The number and frequency of such follow-up testing shall be as directed by the substance abuse professional and consist of at least six tests in the first 12 months following the employee's return to duty.
4. The City may direct the employee to undergo both return-to-duty and follow-up testing for both alcohol and drugs, if the SAP determines that the return-to-duty and follow-up testing for both alcohol and drugs is necessary for the particular employee. Follow-up testing shall not exceed 60 months from the date of the employee's return to duty. The SAP may determine the requirement for follow-up testing at any time after the first six tests have been administered.

5-18 OVER-THE-COUNTER AND PRESCRIPTION MEDICATION

- A. Any employee alleged to have used drugs in violation of this policy shall be afforded the opportunity to prove to the MRO, through clear and convincing evidence, that the employee's use of a drug was as prescribed or directed by a licensed medical practitioner who is familiar with the employee's medical history

and assigned employment duties. The MRO shall afford the tested employee the opportunity to discuss a positive, adulterated, substituted, or invalid sample result before reporting the test result to the City;

- B. Employees who take over-the-counter or prescribed medication are responsible for being aware any effect the medication may have on the performance of the employee's duties and must promptly report to the employee's supervisor or Human Resources Director any impairment caused by the use of any medication. The supervisor, upon learning of such impairment, will immediately contact the Human Resources Director to discuss the situation.

5-19 EMPLOYEE ASSISTANCE PROGRAM

A. The EAP provides counseling and rehabilitation services for all referrals, as well as education and training to employees and family members on the misuse of alcohol and drugs.

B. Any employee found to be misusing alcohol or using drugs may be referred to the EAP as a condition of continued employment.

C. The EAP is available to employees seeking assistance without regard to a finding of misuse of alcohol or use of drugs. Employees are strongly encouraged to obtain assistance if the employee believes they may have a drug or alcohol problem; however, once an employee is asked to submit to a test or is found in violation of FHWA regulations or this policy, the employee will not be able to avoid corrective action by voluntarily seeking assistance.

5-20 RELEASE OF INFORMATION

A. The City of Abilene shall not release to anyone the employee's information contained in the records required to be maintained under this policy without first obtaining written authorization from the employee; however, this prohibition shall not apply to:

1. A request for test results from, or required reporting of test results to, the Secretary of Transportation, Department of Transportation, Federal Motor Carrier Safety Administration, or any state or local officials with regulatory authority over the City of Abilene or its employees;
2. A request for administrative information from the National Transportation Safety Board;

3. A request in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee arising from test results of the employee or a City of Abilene determination that the employee engaged in conduct prohibited by this policy; and/or;
4. Information which is otherwise required by law to be released.

B. Upon written request by the employee, the City shall release to the employee copies of all records pertaining to the employee's use of alcohol or drugs, including any records pertaining to any alcohol or drug test.

SECTION 6: VIOLENCE-FREE AND WEAPONS IN WORKPLACE POLICY

The City strives to provide a safe and healthy work environment. In keeping with this objective, the City has adopted a Violence-Free and Weapon-Free Workplace Policy.

6-1 WORKPLACE VIOLENCE PROHIBITED

Acts or threats of physical violence, including intimidation, harassment, coercion, or any other conduct involving threatening or violent behavior that involve or affect the City or that occur on any City property will not be tolerated.

Acts, threats, or conduct involving violence include conduct that is sufficiently severe, offensive, or intimidating to alter the employment conditions at the City or to create a hostile, abusive, or intimidating work environment for one or several employees.

The City prohibits threats and acts of violence against all persons involved in the City's operation or who are on City property, including, but not limited to, personnel, contractors, temporary workers, customers, vendors, and anyone else on City property. Violations of this policy by any individual on the City property will lead to disciplinary action, up to and including termination. In addition, the City will take appropriate legal action.

Each employee is required to immediately report incidents, threats, or acts of physical violence to his or her immediate supervisor, Department Director, or the Human Resource Director.

6-2 WEAPONS

As of July 1, 2016, Section 5 amends K.S.A. 2015 Supp. 75-7c10. Subsection (e) reads; No public employer shall restrict or otherwise prohibit by personnel policies any employee, who is legally qualified, from carrying any concealed handgun while engaged in duties of such employee's employment outside of such employer's place of business, including while in a means of conveyance.

Employees have the right to conceal carry, however carrying of a concealed handgun is not within the course and scope of employment. Any injury while working on behalf of the City of Abilene, Kansas that is caused by the employee choosing to carry a concealed handgun will not be considered for workers' compensation. Any liability associated with the employee's decision to conceal carry will not be defended by the City and will be of a personal nature since carrying of a concealed handgun is not part of the employee's duties.

Employees are prohibited from leaving a handgun in plain view or unattended and must abide by all laws related to conceal carry, such as not entering any building, public or private that prohibits conceal carry.

Firearms shall not be stored in a city owned vehicle. The City will not be responsible for lost, damaged or stolen personal property of employees.

If an employee elects to conceal carry it will not interfere with the employee's ability to perform any duties and should not obstruct any required safety equipment.

SECTION 7: GENERAL RULES OF SAFETY

Accidents can be prevented. Some accidents are caused by unsafe conditions (e.g., water on the floor, frayed cords, faulty equipment, etc.), but the majority of accidents are caused by unsafe conduct (e.g., roughhousing, not following procedures, improper lifting, etc.). All employees are responsible for obeying the rules and must be well-versed in safety and emergency procedures. Employees must do their part to maintain a safe work environment.

7-1 WORKPLACE SAFETY

Listed below are a few simple but necessary rules to follow in order to prevent accidents and injuries:

- Report any observed safety hazards at once to a supervisor or manager.
- Immediately report all accidents or injuries to a supervisor or manager.
- Follow all instructions given by the supervisor or manager.
- Ask a supervisor or manager how to safely perform a job.
- Refrain from horseplay and practical jokes; they are strictly forbidden.
- Return all equipment to its proper location after use.
- Immediately report all equipment needing maintenance.
- Always wear designated safety equipment; proper clothing for all jobs is essential (no open-toed or soft shoes, no loose-fitting garments around machinery, etc.).
- Clean up any wet or greasy spots as they occur.
- Follow Blood Borne Pathogen Clean-Up Policy when dealing with blood or other bodily fluids.

Any careless or unsafe acts may subject the employee to disciplinary action, up to and including termination. In addition to complying with these specific safety rules, employees must always maintain a safety-conscious attitude.

7-2 REPORTING SAFETY ISSUES

All accidents, injuries, damage to City property, potential safety hazards, safety suggestions, and health-and-safety-related issues must be reported immediately to a supervisor or Department Director. If an employee is injured, outside emergency response agencies should be contacted if needed. All accidents or injuries requiring medical treatment must be immediately reported to the Human Resource Director. Regardless of whether medical treatment is received, a Report of Accident Form MUST be completed in case medical

treatment is needed later and to ensure that any existing safety hazards are corrected. Accident forms are available from your supervisor or the Human Resource Director.

7-3 EMERGENCY PROCEDURES

It is extremely important that employees read and understand the emergency and fire procedures for their work areas. Employees should acquaint themselves with the location of and the instructions for operating fire extinguishers, as well as the procedures for severe weather. In the event of an emergency, employees should talk quietly, remain calm, and refrain from engaging in activity such as shouting or running. Department Directors shall be required to ensure that all new employees receive an overview of emergency procedures upon being commissioned; all other employees will receive an annual review.

7-4 IN CASE OF FIRE

In the event of a fire, remain calm and follow these procedures:

- activate the nearest fire alarm;
- do not place yourself in jeopardy;
- do as much as possible to extinguish a small fire with an extinguisher, but do not use the fire hose;
- do not use water on electrical or grease fires;
- never enter a smoke-filled room or open a door that is hot to touch; and
- keep yourself between the fire and the nearest exit.

7-5 FIRST AID

First aid kits are located throughout the City's facilities, and many employees are trained in first aid procedures. Check with your supervisor for the location of the first aid kit for your work area and the names of the employees trained to administer first aid.

SECTION 8: GENERAL EMPLOYMENT POLICIES

8-1 ABSENTEEISM AND PUNCTUALITY

Punctuality and attendance are a requirement of all positions at the City. The City will try to accommodate an employee whenever illness occurs, or personal emergencies cause absences or lateness. Tardiness, early departure, and unexcused or excessive absences are disruptive and create hardship for other employees.

Standard Business Hours. Standard business hours of the City shall be between the hours of **8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday**. Certain positions may require that the employee work during different hours to perform their designated job assignment, at the direction and approval of their Department Director. All employees are expected to work the schedule approved by their Department Director, be it based on clock hours or based on overall hours worked on a weekly basis. Employees needing to adjust their work schedule must first obtain approval from their Department Director.

Notification Required. In the event an employee is going to be late or absent, it is his or her responsibility to contact his or her immediate supervisor or Department Director as far in advance as possible, but not later than one hour after the employee's shift was to begin. The employee must specify the time he or she expects to arrive for work. Leaving a message with a coworker is not considered proper procedure and is the same as not calling in at all. This procedure must be followed for each day of tardiness or absence.

Violations of this Policy. Failure to notify management of inability to report for work may be considered an unexcused absence and may result in disciplinary action up to and including termination of employment. Unexcused absences shall include, but may not necessarily be limited to:

- A "no show/no call" in which an employee was scheduled for work, did not report their absence to anyone, and failed to report to work.
- A failure to report an absence or late arrival by at least one hour after scheduled starting time (extenuating circumstances must be approved by the employee's Department Director and/or the Human Resource Director).
- Any absence that cannot be reasonably justified or verified.
- Any absence for personal reasons, other than personal illness, for which prior approval was not obtained through the Department Director.
- Any absence in which Vacation Leave was requested in advance but not approved and the employee took time off anyway.

Discipline pursuant to this section is at the discretion of the City. However, the general procedure for disciplining absenteeism is as follows:

- Employees absent with one unexcused absence without notifying their Department Director shall be subject to termination as if they voluntarily resigned.

8-2 INCLEMENT WEATHER, DISASTERS AND ADVERSE SITUATIONS

To the extent possible, all City employment facilities will remain open according to regularly scheduled business hours during inclement weather, disasters and adverse situations. The City Manager reserves the right to change business hours and/or close City facilities as conditions may warrant.

Every effort should be made to be at work due to on-going business requirements. In the event of inclement weather, disasters or an adverse situation which prevents an employee from getting to work, the employee must use accumulated vacation leave to be compensated for this time. If an employee does not have unused time off, then the time will be taken without pay. Exceptions must be approved by the City Manager.

Employees must make every effort to notify his or her Department Director of the absence prior to the start of the employee's scheduled shift.

When City facilities are closed early due to inclement weather, a disaster or other adverse situation, employees will receive pay for actual hours worked prior to closing. Employees may supplement this amount with accumulated vacation time to offset the time off from work.

8-3 PUBLIC RELATIONS

Every City employee shall continually strive to promote good public relations for the department and the entire municipal organization. Virtually everything City employees do has either a positive or negative effect on public relations.

General Public. Visitors at any municipal building or area of work shall be made to feel welcome and shall be treated in a friendly and courteous manner. All inquiries, complaints or requests for assistance shall be given prompt attention.

Release of Information. Public statements or the release of information on all matters related to municipal policy, administration and the operation of any department or personnel management shall be limited to disclosure by the City Commission, City Manager, or Department Director.

8-4 MOTIVATION/KNOWLEDGE

Every employee in the City service is working for the same public. Each City employee should constantly strive to develop a better municipal operation. All employees should acquire a thorough knowledge of their own jobs and should possess a profound respect for their work. Employees should also maintain a

constructive, business-like attitude and always strive to promote harmony among coworkers and respect for positions of authority.

8-5 PHYSICAL FITNESS

It shall be the responsibility of each employee to maintain the standards of physical fitness required for performing all assigned tasks.

In those departments where the nature of the work requires unusual or extraordinary physical exertion, coordination or dexterity, under the guidance of a physician, appropriate physical fitness standards for each such classification shall be adopted. Such standards shall be adhered to by each employee serving in any such capacity.

Any employee may be required to submit to a physical examination when requested by the Department Director and approved by the City Manager. The cost of the physical examination shall be paid by the City and performed by a City-designated physician.

Annual fitness testing will be required for all full-time firefighters. Methods used for annual testing will be based on physical requirements to maintain quality job performance and approved by the Fire Chief.

8-6 CARE AND USE OF EQUIPMENT AND FACILITIES

Any employee of the City found to be responsible for damage to or loss of City property or equipment through negligence, carelessness or abuse shall be subject to disciplinary action and may be required to reimburse the City.

No equipment, material or supplies belonging to the City shall be removed from their location or used without permission. The Department Director or City Manager shall be the only individuals with authority to grant such permission. Vehicles and other equipment assigned to individual personnel shall be used only for City business.

City equipment and facilities shall be used for official purposes only. Employees should not request or expect special privilege use of City facilities of equipment.

8-7 DRESS CODE AND UNIFORMS

Police and Fire Department. An annual employee uniform allowance shall be established for the Police and Fire Departments and maintained by the Department Director. Purchases for these departments must be approved and monitored by the Department Director based on the approved budgeted amount for a single year. Only approved general type clothing may be purchased for the plain clothes officers in the Police Department who do not work in standard uniforms.

All Departments (except Police and Fire). Employees must maintain a neat, professional and clean personal appearance always. Employees' grooming and dress should be appropriate to the work situation. This includes attention to body, teeth, nails, hair, and clothing. Hair should be clean, combed and neatly

trimmed or arranged. Shaggy unkempt hair is not permissible regardless of length. Sideburns, mustaches, and beards should be neatly trimmed.

Certain departments require their employees to wear uniforms. The basic uniform may consist of a uniform-type summer or winter shirt and dark blue uniform trousers or dark blue jeans and shoes/boots subject to Department Director approval. All uniform shirts shall bear the approved City insignia for identification. Shoes or boots are not provided by the City, but the type to be worn is subject to approval by the Department Director.

Employees must wear any uniforms as intended, and shall not deface, de-sleeve, or otherwise wear uniforms in way that is unbecoming to an employee of the City. Employees should not wear uniforms during non-working hours. Alterations are normally at the expense of the employee.

An adequate number of uniforms determined by the Department Director shall be provided to each employee in the Parks and Recreation Department, Street Division, Wastewater Division, Water Division and Flood Control Division, and the same shall be replaced as scheduled by each Department Director if damaged during the course of employment.

Any general type of clothing that is not part of the specified uniform for the respective department and is paid for with the uniform allowances shall be considered as a taxable benefit by the IRS, and the total annual amount of purchases will be added to the W-2 earning statement as additional compensation for the employee.

Uniform costs for all departments are subject to annual approval in the City budget.

Each department providing and requiring the wearing of uniforms shall develop a department policy which shall be submitted to the City Manager for approval.

Should an employee have any questions regarding this appropriateness of attire, they should direct their questions to the Department Director.

8-8 SECURITY – EMPLOYEE IDENTIFICATION.

Full-time employees will be issued two photo identification cards. These identification cards must always be visibly worn or carried on their person while working in or around a City facility/operation. In the event of an emergency or disaster, the photo identification cards will be required for access to the City and/or City facilities. Upon leaving employment or service with the City, identification cards will be turned in along with other City property.

8-9 USE OF OFFICIAL BADGE OR CREDENTIALS

City employees shall not allow their badges or credentials to be used by unauthorized persons. Employees may not use their badges or credentials for personal gain.

8-10 PERSONAL PROPERTY

Employees are discouraged from bringing valuables or large amounts of cash to work. The City assumes no responsibility for loss or theft of personal property.

8-11 CLEANLINESS OF WORK AND PUBLIC AREAS

To provide a professional work environment, the City asks that all employees maintain their workspaces in a clean and orderly manner. This requirement also extends to shared public areas such as conference and break rooms.

8-12 SMOKING, VAPING AND ELECTRONIC CIGARETTES

Because of increasing evidence that second-hand tobacco smoke and vapor from electronic cigarettes creates a danger to the health of persons who are present in a smoke or vapor-filled environment, the City regulates smoking, vaping and electronic cigarettes by City employees while on duty.

Smoking, vaping, and electronic cigarettes are prohibited within any City facility and in City vehicles. Smoking, vaping and electronic cigarettes are prohibited outside of a City facility within a ten (10) foot radius to any access point. This policy shall apply to all employees, vendors, customers, volunteers, members of the public and passengers in City vehicles.

Department Directors and supervisors shall enforce this policy daily. Violations of this policy will be considered a work rule violation, and employees will be subject to appropriate discipline.

8-13 NEPOTISM

The employment of immediate family members, as defined below, in the same department or area of operation can cause conflicts and problems such as claims of partiality in treatment at work and personal conflicts from outside the work environment being carried into day-to-day working relationships.

No person shall be employed in any department where a member of their immediate family is employed or in a department supervised by an immediate family member.

For the purposes of this policy, "immediate family" includes an employee's spouse, children, parents, brothers, sisters, grandparents or close relatives by marriage. If two (2) employees within the same department marry or cohabit during the period of their employment, one of the employees may be transferred by the City Manager to another department without loss of pay or the employee must resign. The prohibition of employment of immediate family members shall not apply to police and fire volunteers, even though they may be paid for their service (Res. 061206).

8-14 GIFTS AND FAVORS.

No elected or appointed official or employee of the City shall accept any valuable gift, whether in the form of service, loan, thing or promise, from any person, firm or corporation known to be interested directly or indirectly in any manner whatsoever in business dealings with the City, nor shall any such official or

employee accept any gift, favor or thing of value that may tend to influence such official or employee in the discharge of any duties or grant in the discharge of any duties any improper favor, service or thing of value. The prohibition against gifts or favors shall not apply to an occasional non-pecuniary gift of nominal value, an award publicly presented in recognition of public service or any gift which would have been offered or given if not an official or employee. For purposes of clarification, nominal value shall be defined as equal to or less than ten dollars (\$10.00) in value.

8-15 POLITICAL ACTIVITY.

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. Support or endorsement of candidates for office shall not be permitted while acting in an official capacity as a City employee.

Any employee desiring to become a candidate for City elective office shall first take leave of absence without pay or resign. Should an employee on leave of absence without pay be unsuccessful in seeking such elective office, the employee shall be returned to employment on the same terms and conditions as any other employee who has taken leave of absence without pay. An employee is considered to be a candidate for elective office once all statutory requirements have been met to qualify as a candidate.

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.

No supervisor or other person in authority shall solicit any City employee for contributions of money or labor for a 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.

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 based on their political affiliations or activities.

8-16 MEMBERSHIP ON BOARDS AND COMMISSIONS.

Employees shall be permitted to be a member of councils, boards or commissions that are advisory to the City, except that no employee shall be permitted to serve on the following boards or commissions: Board of Zoning Appeals, Library Board, Recreation Commission and Planning Commission.

8-17 RESIDENCY.

While employees are not required to maintain residency within the City, employees subject to frequent call out for emergency services are expected to reside within a reasonable distance of their place of employment.

It will be the duty of each Department Director to develop a policy and monitor the response times of their employees. Failure of an employee to respond according to their department policy may result in disciplinary action.

8-18 OUTSIDE EMPLOYMENT

An employee may carry on a second job on a part-time basis if:

1. The second job is approved by the employee's Department Director.
2. The second job does not conflict with the "working" hours of the employee's City job.
3. The employee maintains efficiency and productivity in the City job.
4. The second job does not cause a conflict of interest that could harm the City.

If an employee suffers an injury in the course of approved outside employment, that employee may use sick leave accumulated through employment with the City. An employee injured in outside employment may only use sick leave to the extent that when added to any workers' compensation received from the outside employment, the employee receives no more than the employee's regular City wages. City employees shall not use City worker's compensation or injury leave for injuries received while working for someone other than the City.

SECTION 9: CITY VEHICLE POLICY

9-1 VEHICLE USE REQUIREMENTS

The City shall allow certain employees with the City to utilize a City-owned vehicle to conduct City business. The following conditions apply to the use of City vehicles:

- Only City employees and other approved person(s) may drive or be passengers in City-owned vehicles.
- Employees may be required to keep vehicles overnight, depending on the demands of their position. The City Manager must approve any retention of City vehicles overnight.
- Absent approval from the City Manager, employees may not drive vehicles home if they live more than five miles from the City limits. City vehicles that are driven home by employees may not be used for personal use and may be subject to the IRS regulations governing taxes and benefits.
- All employees authorized to drive a City vehicle shall have a current Kansas driver's license and shall be subject to annual review by the City. Some employees may be required to obtain a Commercial Driver's Licenses.

9-2 DRIVER SAFETY REQUIREMENTS

Employees shall act in a safe and reasonable manner while operating a City vehicle. Listed below are a few simple but necessary rules to follow to prevent accidents and injuries:

- Do not operate the vehicle while under the influence of alcohol or drugs.
- Check the proper functioning of lights, gauges, tires, tire pressure, wipers, seatbelts, door locks, and breaks prior to use and on a daily basis. Should a defect be found wherein the safe operation of the vehicle is compromised, notify a supervisor and schedule immediate maintenance for the vehicle.
- Immediately report all accidents and traffic citations to the Human Resources Director or the City Manager. Do not leave the scene of an accident.
- Always wear a seatbelt when the vehicle is in motion. Ensure that all passengers always wear a seatbelt when the vehicle is in motion.
- Operate the vehicle in accordance with all state and local laws.
- Obey all traffic signs and posted speed limits.
- Always park the vehicle in a safe, authorized location. Lock all doors and remove all valuables.
- Utilize Direct lights from sunset to sunrise and at any time when the wiper blades are in use.
- Do not follow other vehicles too closely. Leave plenty of space for a sudden or unexpected stop.

- Do not operate the vehicle while distracted.
- Use of cellular phones or any other technology requiring a driver's attention may be used in City vehicles subject to compliance with Section 10.4 of this Handbook.
- Smoking and electronic cigarettes are City-owned vehicles is prohibited.

9-3 ACCIDENTS

In the event of an accident, employees should immediately report the accident and any injury to any person or property damage to his or her supervisor or Department Director, Human Resource Director or City Manager.

9-4 TRAFFIC AND PARKING INFRACTIONS

Employees are responsible for any and all traffic and parking infractions incurred while operating a City vehicle. The City will not reimburse employees for any monetary fines resulting from traffic and parking violations. Employees receiving traffic or parking infractions while operating a City vehicle may be subject to disciplinary action.

SECTION 10: INFORMATION SECURITY

10-1 PURPOSE

This policy is to provide guidelines and standards for information and cyber security including acceptable use of City-owned equipment, email and internet use, security incident response, access control and the use of social media.

10-2 DEFINITIONS

Artificial Intelligence (AI): The ability of a computer or computer-controlled robot to perform tasks commonly associated with intelligent beings.

Blog: A self-published diary or commentary on a particular topic that may allow visitors to post responses, redactions, or comments. Content: Any text, metadata, QR codes, digital recordings, videos, graphics, photos, and links on approved sites.

Security Incident (“Incident”): A violation or imminent threat of violation of computer security policies, acceptable use policies or standard security practices.

Cyber Security: A subfield of information security (i.e. domains, cloud, network and critical infrastructure security) that focuses on preventing, detecting and responding to cyberattacks and unauthorized access to information stored or transmitted in computer systems and networks; using tools such as firewalls, antivirus software and intrusion detection systems.

Employee: Elected officials and personnel appointed to a position (regular, temporary, or volunteer) of service with the City.

Employer: The City of Abilene

Event: Any observable occurrence in a network or system.

Incident Response: The mitigation of violations of security policies and recommended practices.

Information Security: That state of being protected against the unauthorized use of information, especially electronic data, or the measures taken to achieve this using controls such as encryption, authentication and access control.

Information Technology (IT): The use of systems (especially computers and telecommunications) for storing, retrieving and sending information.

Malware: A virus, worm, Trojan horse, or other code-based malicious entity that successfully infects a host.

Multi-Factor Authentication (MFA): A method of verifying the identity of a user by requiring two or more pieces of evidence.

Page: The specific portion of a social media website where content is displayed and managed by an individual or individuals with administrator rights.

Post: Content that an individual shares on a social media site or the act of publishing content on a site.

Profile: Information that a user provides about himself or herself on a social networking site.

Public Record: Any writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.

Social Engineering: An attempt to trick someone into revealing information (i.e. a password) that can be used to attack systems or networks.

Social Media: Websites and applications that enable users to create and share content or to participate in social networking. (i.e. Facebook, Twitter, Instagram, LinkedIn, etc.)

Social Media Representative: A City of Abilene employee who has been trained in the Social Media Policy and who has been designated to establish and/or maintain a social media account on behalf of their department. A representative must be identified before the City department can use social media. Examples include but are not limited to: forums; weblogs; wikis; social networking, communication, and bookmarking sites; podcasts; photo or video sharing sites; and real-time web communication sites/systems.

Threat: The potential source of an adverse event.

Vulnerability: A weakness in a system, application or network that is subject to exploitation or misuse.

10-3 ELECTRONIC DEVICE(S)

The use of the City's information technology systems including computers, laptops, fax machines, mobile devices, tablets and all forms of internet access, are City resources and are provided as business communication tools and is intended for City business and is to be used for authorized purposes only. Use of City computers and IT shall be for lawful purposes only. While online gambling, including "fantasy sports leagues is legal, gambling on City time/property is a violation of City policy.

All technology equipment purchases must be pre-approved by the Finance Director to ensure compatibility with other network resources.

It is a violation of the City's policy for any employee, vendor or person to install hardware/software or remove hardware/software from City-owned technology equipment or attach unauthorized equipment to the City's network including game systems, computers or any device without prior approval from the City Manager or Finance Director.

Each user of the City's network must have a unique login username and password. Each user will be required to use multi-factor authentication. It is a violation of the City's policy for any user including the system administrator and supervisors to use electronic mail and computer systems for purposes of satisfying idle curiosity about the affairs of others, with no substantial business purpose for obtaining access to the files or other communications of others. Employees may not attempt to read the communications of others, "hack" into other systems or other people's logins, "crack" passwords, give

others their password or leave their password exposed to public access, breach computer or network security measures, monitor electronic files or communications of other employees or third parties.

Transmission or downloading of harassing, threatening, rude or obscene material (as defined by U.S. or local law) is prohibited. Likewise, prohibited is the transmitting, storing or retrieving of any communications of a discriminatory nature, any material which is derogatory to any individual or group, "chain letters" or any other purpose which is illegal contrary to City policies, or which might adversely affect the well-being of the City or its citizens.

Employees should not have any expectation of privacy regarding any files they create on, or transfer to, their assigned City computer or equipment. In addition, internet use and electronic mail should not be considered private. Any electronic information, images or other data (including electronic mail, internet, files and documents) obtained through or available on the City provided computer systems or networks is the property of the City of Abilene and considered public information and is subject at any time to inspections, control and disposition by Department Directors or the City Manager.

The City of Abilene reserves the right to inspect, monitor, retain or use the contents of any equipment, files, calendars, electronic mail, voicemail, internet site records or bookmarks if deemed necessary and appropriate. This information can be disclosed to management, law enforcement agents, and other authorized parties with a bona fide need-to-know. This may be done without prior consent of the sender or receiver. Employees may not, without City permission, lock or password-protect any document or electronic transmission on the City system.

Whenever an employee leaves the City or is terminated, the individual's access will immediately be disabled. Passwords will be changed for all areas previously accessible by the employee to ensure the City's information and equipment remain secure.

10-4 CITY CELL PHONES

The City understands employees have a legitimate need for mobile communications. Employee requests for cellular phones must be submitted to the City Manager's Office for review. City-owned cellular phones should be used primarily for City government business and must be used in compliance with all applicable City policies. However, incidental personal use is acceptable for employees who are required to carry a City-owned cellular phone on a routine basis.

When at all possible, employees shall refrain from placing cellular calls or using a cellular phone while driving a City vehicle. If a cellular phone is to be used while driving, the following rules shall be followed:

- Immediately determine if the vehicle can be safely driven off the road and parked in an appropriate location for the remainder of the conversation.
- Never take notes, look up phone numbers, look away from traffic or be distracted in any way while driving.
- Never send or read text messages.
- Immediately suspend any call if driving in heavy traffic or hazardous weather conditions.

When the monthly detail billing is received from the provider of service, it will be audited by the Financial Director. All Department Directors will audit their phones exceeding allocated minutes. The Department Director will have the responsibility to determine if the exceeding minutes are due to after-hour call-out time or personal usage. Personal usage charges will be paid by the tenth of the following month or they will be withheld from the next payroll. Charges for roaming and long distance will not be paid by the City unless they are related to City usage. Either the City Manager, Human Resources Director, or Department Director has the right to call any number previously called by the phone.

The City will make the initial purchase of any cell phones, but it is the responsibility of the individual to maintain the equipment in good repair while in their possession. The City does not maintain insurance policies on its cell phones. Employees should report damaged or lost equipment to their Department Director and Finance Director as soon as possible. The City will bill damaged or lost equipment to the individual who was using the equipment when the equipment was lost or damaged.

10-5 ELECTRONIC MAIL

This policy establishes guidance for the acceptable use of the City-provided electronic mail ("e-mail"). This policy applies when the users are on the City's premises using the City equipment, off the City's premises logging into the City servers, or using the City information off the Internet or by other means.

Use of e-mail is encouraged where it is suitable for business purposes, supports the goals and objectives of the organization, and is consistent with the employee's job responsibilities. E-mail is a valuable corporate resource and must not be used for personal gain, including solicitation of non-City business or illegal activity. Using a reasonable amount of City resources for personal e-mails is acceptable, but non-work-related e-mail shall be saved in a separate folder from work-related e-mail and not stored on City servers.

All e-mail use that is inconsistent with this Electronic Mail Use Policy is subject to disciplinary action, up to and including termination. Using the City's e-mail system for the following activities, although not an exhaustive list, is expressly prohibited:

- Engaging in illegal activities, such as harassing other users or sending unsolicited "spam" e-mail.
- Transmitting messages with derogatory or inflammatory remarks about an individual or group's race, religion, national origin, age, physical attributes, or sexual preference.
- Intentionally spreading computer viruses or other destructive information.
- Accessing or distributing threatening or obscene material.
- Maliciously disrupting e-mail access.
- Attempting to gain unauthorized access into any computer account or system.
- Using resources to destroy data belonging to the City or any other organization or individual.

Employees who receive any e-mails with this content from any City employee should report the matter to their supervisor immediately.

The City seeks to prevent harm to its reputation as a result of improper employee e-mail usage. The general public may view e-mail that originates from an account containing the name “the City” as an official statement from the City and not the statement of an individual employee. As a result, certain e-mail content and subject matter should be limited to the extent possible. All employees sending e-mails must carefully avoid using profanity or discussing controversial topics such as sexuality, racial issues, or other topics not in keeping with the professional image of the City. Employees should use their own personal e-mail addresses when sending or receiving information of a questionable nature, and these communications should not take place on City property or during City time.

All e-mail users are strictly accountable for the accuracy and appropriateness of links and information available from the Internet/Intranet sites. All e-mail users assume personal liability for any and all violations committed while using the City’s e-mail system.

10-6 SOCIAL MEDIA

Social media platforms must comply with applicable federal, state, and city laws, regulations and policies. This includes adherence to established laws and policies regarding copyright, public records, records retention, First Amendment rights, privacy and security laws, and conduct policies established by the City of Abilene. The best, most appropriate uses of social media platforms for the City of Abilene fall into two general categories: as channels for disseminating time-sensitive information as quickly as possible (i.e., emergency information); and as marketing or promotional channels which increase the City’s ability to deliver its messages to the widest possible audience.

Each Department Director will designate at least one Social Media Representative for the department, who is responsible for providing and updating content and information posted on the social media site(s) pursuant to policies set forth. It is the responsibility of Social Media Representatives to read and adhere to relevant policies, maintain archival data, maintain current accurate information via City social media platforms, and ensure that the City is being appropriately represented. It is the responsibility of Department Directors or designees to enforce this policy, to ensure that relevant City standards are met, and to ensure that the use of social media platforms meets the City’s business needs. It is also the responsibility of Department Directors or designees to review and make decisions regarding the approval and distribution of information on social media platforms.

All requests for official City of Abilene social media sites are subject to review and approval by the City Manager. To request a new social media site, a Social Media request in writing must be submitted to the City Manager.

Typically, a Terms of Service (TOS) agreement is associated with the use of third-party social media tools. Each social media site usually requires users to accept a TOS agreement specific to that site. In order to avoid violations, the Social Media Representative in conjunction with the City Attorney will:

1. Review the most current TOS prior to implementing any new social media site.
2. Review significant amendments made to the TOS for any sites currently used by the City, to determine whether these amendments contradict City policy.

3. If the TOS appears to contradict City policy, the Social Media Representative will notify the City Manager, who will determine whether the use of such social media site is appropriate.

Each Social Media Representative authorized to access and update a social media site must have a unique user account. Multiple Social Media Representatives will not share a generic login, and Social Media Representatives may not share their login or passwords with other staff members, volunteers, or others who update the social media site. Upon separation of the Social Media Representative, the Department Director or City Manager will be responsible for changing the login and password. Each social media user account will be set up in conjunction with an official City e-mail account for the purposes of privacy, security, and records retention. The Social Media Representative for each department will maintain a list of all City social media sites, logins, and passwords. As needed, she/he may create administrative user accounts to enable the City to change account settings and to immediately add, edit, or remove content from social media sites.

The official Website of The City of Abilene (www.abilenecityhall.com) will remain the City's primary and predominant internet presence. Language Content provided by the City on social media sites should avoid the use of abbreviations, jargon, acronyms, or slang iterations. Although social media sites are often more casual than other communication tools, they still represent the City and should maintain a professional image. The City's social media sites will use approved names, official titles, and the official City logo in the header/main page whenever possible. Equal Access Social Media sites requiring membership or subscription to view content should be avoided. Security settings should be as open as possible to allow the public to view content without requiring membership or login

A social media platform, like any communication resource, must be updated regularly to ensure the information provided is current, accurate, and useful. Social Media Representatives are responsible for maintaining social media sites by viewing and updating them as necessary and appropriate. As a general rule of thumb, social media site content should be updated at least once per week. Commenting and Discussions
Commenting and/or discussion boards are prohibited unless approved by the City Manager.

Users of the City's 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. All social media sites must include a general disclaimer regarding public records and external links.

All City of Abilene presences on social media platforms are considered an extension of the City. Approved Social Media Representatives are permitted to access and maintain approved City social media accounts during regular work hours and/or using City equipment. Employees representing the City via social media platforms must conduct themselves at all times as representatives of the City of Abilene. Employees who fail to conduct themselves in an appropriate manner are subject to the disciplinary procedures outlined in applicable. When posting information on the City's or another agency's social media site, the Social Media Representative must identify themselves by full name, title, agency, and contact information, and shall address issues only within the scope of their specific authorization. All content posted by the Social Media Representative on the City's social media sites should be true and not misleading and all claims should be substantiated. In the event inaccurate information is posted on the City's social media sites it should be removed as soon as discovered and a public correction should be made. If employees exchange information on the City's or another agency's social media site but are not authorized to speak on behalf of the City,

they must clarify that they are presenting information on their own behalf and that they do not represent the position of the City.

Any public records created through the use of social media platforms are subject to State and Local public records laws and records retention requirements. Each City-sponsored social media site must clearly indicate that any articles or other content posted or submitted for posting are subject to public disclosure laws. An original record is created when unique information related to City businesses is posted on social media sites, which are not provided via the City's official website or in another format, and are, therefore, subject to the Public Records Act and records retention requirements. Examples of original records that may be created through use of social media sites include, but are not limited to a. Account information (user names, passwords, etc.); b. Listings of social media site 'friends,' 'followers,' 'fans,' etc.; c. Information posted to social media sites that was not first provided via the City's official website, press release, or other format. All social media content with public records value must be maintained for the minimum required retention period in an easily accessible format that preserves the integrity of the original record to the extent possible. The Social Media Representative should refer to the most recent versions of the Kansas State approved Records Retention Schedules for applicable records retention requirements. In general, the majority of content provided by the City on social media sites must be retained for at least two years. Various methods may be employed to retain public records created on social media sites. Options include: a. Archiving Software/Service: The City may use software or service designed to capture content from social media sites for retention and retrieval; b. E-mail: Updates, comments and account change notifications are sent to a City email account created for this purpose and retained as described in this section; c. Website Capture: Web capture tools may be used to capture snapshots of City's social media sites in their native format, such as the Washington State Digital Archives website capturing program; or d. PDF Format: Staff may convert social media pages to PDF format, and the PDF files saved for retention purposes. This option retains the content and formatting (look and feel) of the original web page.

Employees should not include personally identifiable information about themselves or others, such as Social Security Numbers, personal phone numbers, email addresses, or home address via official City social media sites. As a security measure, Social Media Representatives shall not use the same password used in their personal accounts as the City's password. Employees may not post any content involving or related to any of the following: a. Items that are involved in litigation or that could be involved in future litigation; b. Violates copyright license agreements; c. Promotes or advertises any political campaign or ballot measure; d. Can be used for or to promote any illegal activity; e. Promotes or solicits for an outside organization or group unless authorized by the City Manager; f. Defamatory, libelous, combative, offensive, disparaging, demeaning, or threatening materials related to any person or group; or g. Personal, private, sensitive or confidential information of any kind.

10-7 INCIDENT REPORTING

The Department Director or City Manager must be immediately notified if any of the following occur:

- Sensitive City information is lost, disclosed to unauthorized parties, or suspected of being lost or disclosed to unauthorized parties.
- Unauthorized use of the City's information systems or equipment has taken place or is suspected to have taken place.

- Passwords or other system access control mechanisms are lost, stolen or disclosed or suspected of being lost, stolen or disclosed.
- Any unusual system behavior, such as missing files, suspicious emails, frequent system crashes, misrouted messages, etc.

10-8 VIOLATION OF POLICY

Employees shall be subject to immediate discipline for violating the City's Information Security Policy. Employees who learn of any misuse of software or related documentation within City operations shall immediately notify their Department Director, or the City Manager.

SECTION 11: RECRUITMENT, SELECTION, TRAINING AND DEVELOPMENT

11-1 QUALIFICATIONS FOR EMPLOYMENT

All applicants must complete an application form to be eligible for employment with the City and complete a release and waiver for a pre-employment background check. All applicants must also meet the minimum qualifications and be able to perform, with or without reasonable accommodations, the essential functions of the positions sought. Upon receiving a conditional offer of employment, an applicant may be required to successfully complete a physical examination or other tests. All City employees must meet the requirements of the City Drug and Alcohol Testing Policy.

11-2 EMPLOYEE SELECTION AND PROMOTION

Whenever possible, the City will attempt to fill vacancies for supervisory, skilled, and upper-level positions from the ranks of existing employees. All employees seeking promotion shall be expected to meet the minimum qualifications for the classifications to which they seek promotion. Employees seeking promotion may be required to undergo a physical examination or other tests.

Notices of position vacancies can be distributed, as necessary, through electronic mail ("email"), through internal memoranda, or by posting on City bulletin boards. Before filling any approved vacant position, current employees who are qualified and who apply for the position shall be given equal consideration for transfer and promotion.

The City Manager or Human Resources Director shall determine position vacancy posting dates and application closing dates.

Competitive Selection. The City Manager may designate the class of eligible applicants based on any of the following criteria:

- Internal. The selection process may be limited to persons in the City service or a segment thereof.
- Open. The selection process may be opened to the general public without special preference or consideration for any City employees who apply.
- Open; Internal Preference. The selection process may include both City employees and members of the general public, with City employees given preference in application and/or consideration.

Non-competitive Selection. When in the best interests of the City, a non-competitive selection process may be specified by the City Manager.

Voluntary Demotion. Demotion is the assignment of an employee from a position in one class to a position in another class having a lower maximum salary. An employee may request a demotion at any time. Such voluntary demotion will not be effective until approved by the City Manager.

Demotion in Lieu of Layoff. An employee may be demoted as an alternative to layoff. Such demotion may be fully or partially rescinded at any time through non-competitive promotion.

Lateral Transfer. Lateral transfer is any assignment from one position to another not involving a promotion or demotion. The City Manager may consider a lateral transfer at an employee's request or when it serves the City's best interest.

11-3 REQUIRED CERTIFICATIONS

If an employee's job requires a license or certification, it is the employee's responsibility to maintain a current and valid license or certificate during employment. Proof of renewal may be required and must be presented by the employee, if requested by the Department Director or Human Resources Director. Any change in status of an employee's license or certification must be reported immediately by the employee to his or her immediate supervisor.

Employees that are required to have a CDL as part of their job will be reimbursed by the City for the cost difference between the regular license and the CDL when a reimbursement request is submitted to their Department Director.

11-4 ORIENTATION AND TRAINING

Each employee will receive orientation training including, but not limited to, duties of the position, hours of work, relationship to other employees, safety precautions, emergency procedures and other relevant information about employment. When possible, orientation training will be provided on the first day of employment by their supervisor or department director. Some positions as designated by the City Manager, Human Resources Director, or Department Director may be required to sign a training/retention/reimbursement form.

11-5 PERFORMANCE REVIEWS

Understanding one's strengths and weaknesses is critical to successful job performance. The City is committed to helping employees improve their performance and to identifying those areas in which employees excel and those areas that may need improvement. Accordingly, supervisors, Department Directors, and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

The City shall make every effort to complete a formal, written evaluation of all full-time and part-time employees following their first three months of employment with the City or in a new position, and, thereafter, on an annual basis. Supervisors or managers may evaluate an employee on a more frequent basis. Performance reviews are maintained permanently in the employee's personnel file.

The City Manager, or his or her designee, shall have the responsibility for administering the performance review. The employee's immediate supervisor should rate the employee when possible.

Merit increases dependent on performance evaluation may be provided in accordance with the City's Employee Classification and Pay Plan and/or Budget of the City.

In accordance with the City's Employee Classification and Pay Plan, subject to annual appropriation by the City Commission, the criteria for merit salary adjustment shall be:

- At the end of the initial three months of employment with the City or in a new position, a satisfactory or higher rating on the job performance evaluation; or
- Annually thereafter based on satisfactory or higher rating on the current job performance evaluation.
- If budget allows and approved by City Commission.

SECTION 12: EMPLOYMENT STATUS, CLASSIFICATION AND RECORDS

12-1 NATURE OF EMPLOYMENT

Most employees of the City do not have individual, written contracts for specific, fixed terms and are employed at-will. "At-will" means that you or the City may terminate the employment relationship at any time, with or without cause or reason, and with or without advance notice. If an employee has a question with regards to at-will employment, he or she is advised to consult with the Human Resources Director.

12-2 EMPLOYMENT CLASSIFICATIONS

To assist employees in determining their eligibility for City benefits, and the calculation of the accrual of such benefits, the City establishes the following employment classifications:

- **FULL-TIME:** Employees who work on a regular, continuing basis for not less than eight hours a day, or forty hours in a standard workweek of seven days (not less than 2,080 hours per year). Firefighters shall be considered full-time if they work on a regular, continuing basis for not less than 144 hours in their modified workweek of nineteen days (not less than 2736 hours per year).
- **REGULAR PART-TIME:** Employees who work not less than twenty hours in a normal full-time seven-day workweek, or not less than 1,000 hours per year on a continuing basis.
- **NON-REGULAR, PART-TIME:** Employees who work less than a normal full-time workweek and who are not scheduled on an annual basis. The actual hours of a non-regular, part-time position may vary during the year. Non-regular, part-time employees are not eligible for benefits. Students eighteen years of age and under working between academic terms shall be considered non-regular, part-time employees regardless of the number of hours worked.
- **TRAINING/PROBATION PERIOD:** Full-time or part-time employees must complete a three-month training/probation period. The employee's training period may be extended at the discretion of the City Manager. Firefighters and Police Officers must complete a minimum one-year training/probation period.
- **SEASONAL:** Employees who work on a regular, or continuing basis, but only during a specific "season" or portion of the year. The anticipated date of termination is usually known prior to commencement of employment.
- **TEMPORARY:** Employees who are employed for temporary periods, so that they cannot be said to work on a regular, continuing basis. A temporary position may be created as a result of a federal or state grant of limited duration for a program or project, or to fill a position while a full-time employee is on leave. The anticipated date of termination or duration of employment is usually known prior to commencement of employment.

In addition, employees are classified in one of two classifications for wage and hour purposes under federal and state law:

- **NON-EXEMPT EMPLOYEES:** Employees who are eligible to receive overtime compensation at the rate of one and one-half times the employee's regular rate for all hours worked over forty hours in a workweek. Fire department personnel shall be eligible for overtime compensation for all hours worked over 144 hours in a nineteen-day workweek. Police Officers shall be eligible for overtime compensation for all hours worked over 160 hours in a twenty-eight day workweek.
- **EXEMPT EMPLOYEES:** Employees who are not eligible to receive overtime compensation for hours worked in excess their standard workweek. Categories of exempt employees include, but are not limited to: executive, administrative, and professional. All exempt employees shall be notified of their exempt status at the time of hire or at the time of a change in status of their exempt classification.

In the event of a change in status, it shall be at the discretion of the City Manager to determine whether service credit shall be given for temporary employee status work. Any employee who changes from temporary to part-time or full-time status shall be considered a new employee as of the date of such change.

Consultants, contracted labor, interns, and volunteers are not considered to be the City employees. Personnel engaged through working agreements, contracts, or arrangements with temporary services agencies shall be classified as temporary employees, and as such, shall not be entitled to receive benefits provided by the City.

Employees who have questions regarding their employment classification should contact the Human Resource Director.

12-3 PERSONNEL FILES

Information Contained in Personnel Files. Certain personal information is required to be maintained to satisfy governmental requirements; other information is vital for benefits purposes. The Human Resource Director shall keep such information in personnel files for all persons employed. The personnel file may include, but is not limited to, such information as the employee's job application, resume, training records, performance reviews, compensation history, and related documents and materials. Copies of professional licenses, certifications, and training verifications must be submitted by the employee to the Human Resource Director. All medical and health records are maintained separately, however, and access to such information is highly restricted. Personnel files are City property.

Personnel File Updates. An employee's eligibility to receive certain benefits and benefits payments may be affected by failing to provide current personal information. Employees shall promptly notify the City of any changes in certain personal information, including but not limited to: legal name change, mailing address, telephone numbers, marital or familial status, name of spouse and dependents, and emergency contact

information. These changes should be submitted in writing to Human Resources by using a Personnel Status Reporting Form, attached to this Handbook, and a new W-4 form.

12-4 REQUESTS FOR PERSONNEL INFORMATION

All requests for recommendations or information concerning employees shall be handled by the Human Resource Director. Without a full release form signed by the employee, the only information the Human Resources Director will provide is date of hire, position held, salary, and date of termination. Personnel files are City property.

Third-Party Access to Personnel Information. Access to personnel records shall be restricted, so as to maintain as much confidentiality as practical. The City reserves the right to verify employee information such as employment status and job title to law enforcement, public safety officials, or medical officials who have a valid need to ascertain limited, specific information about the employee, without notification to the employee involved.

Employee Access to Personnel File. Employees may, upon a written request and with a minimum of two days' notice to the Human Resource Director, review their own personnel file. All personnel files shall be viewed only on the City's property and in the presence of the Human Resource Director, or his or her designee, at a time convenient to the Human Resource Director, or his or her designee. Employees may review their own personnel file only during the employee's non-working hours. Under no circumstances may an employee remove his or her personnel file, or any part of it, from the City's property.

SECTION 13: COMPENSATION, TIMEKEEPING, HOURS AND PAYROLL

13-1 PAY PLAN ESTABLISHED.

The City Commission shall establish a Pay Plan, which may be periodically updated, to set the minimum and maximum rate of pay for every City position except for the positions of members of the City Commission, City Manager, and Municipal Court Judge, which shall be established separately.

Regular full-time employees shall receive the wages prescribed for their position. Part-time or temporary employees (whether full-time or part-time) shall receive wages at a rate determined by the City Manager.

The promotion of an employee to a class with a higher salary range shall include an increase in salary to at least the minimum for the new classification upon approval of the City Manager. Promotional pay increases may be delayed for a period not to exceed three months pending satisfactory completion of a training period for the job to which promoted.

If an employee is reclassified or demoted to a lower classification, the employee's salary may be reduced as established for that classification. Any changes in pay as a result of such reclassification or demotion will occur simultaneously with such reclassification or demotion.

13-2 SALARY RANGE NEW EMPLOYEES

A new employee normally will enter employment at the minimum rate of pay for the position. Original appointment above this rate may be made with the recommendation of the Department Director to the City Manager. A condition of an appointment above the minimum rate will depend upon the department's budgeted wage line item and that the candidate for the employment exceeds the minimum qualifications with either education or experience.

13-3 MERIT SALARY INCREASE

Meritorious service is recognized at the time of annual evaluation. Merit salary increases shall not be routine, automatic or based upon longevity.

13-4 REGULAR RATE OF PAY

An employee's Regular Rate of Pay is the equivalent of the employee's hourly rate plus additional compensation paid to an employee for the normal, non-overtime work week. All remuneration for employment paid to the employee, except payments specifically excluded in this Handbook and/or as allowed by law, shall be included in the employee's Regular Rate of Pay.

An employee's Regular Rate of Pay shall not be deemed to include: (1) payments made for occasional periods when no work is performed due to vacation, holiday, illness, bereavement leave, insufficient work, or other similar cause; (2) reasonable payments for traveling expenses, or other expenses, incurred by an

employee in furtherance of the City's interests and reimbursable by the City; and (3) other similar payments to an employee which are not made as compensation for the employee's hours of employment.

13-5 OVERTIME

Overtime shall be allowed when an emergency exists, or overtime is necessary to carry out essential services of the City. Employees may occasionally be required to work overtime to meet the demands of customers. Non-exempt employees are eligible for overtime pay for work beyond forty hours per workweek except: (1) fire department employees are eligible for overtime pay for work beyond 144 hours in a nineteen-day work period; and (2) police department employees are eligible for overtime pay for work beyond 160 hours in a 28-day work period. Exempt employees, as defined by the Fair Labor Standards Act, are not eligible to receive overtime pay.

Employees shall receive authorization by the employee's supervisor before it is performed. Supervisors shall limit overtime for periods when an emergency exists, or overtime work is necessary to carry out essential services of the City as assigned by the employee's immediate supervisor or Department Director. It is the employee's responsibility to accurately record and submit record of any overtime worked. Working overtime without prior authorization may subject an employee to discipline, up to and including termination.

In accordance with the Fair Labor Standards Act (FLSA), the City of Abilene will grant employees compensatory time off in lieu of compensation for hours worked in excess of 40 hours a week, or other permissible work schedules for law enforcement, firefighting, emergency management, and other employees. Compensatory time will be accrued at time and one-half and cannot exceed 120 hours at any time during the year, based on the time and one-half accrual rate for hours worked in excess of 40 hours a week. Exempt employees, as defined by the FLSA, are not eligible for compensatory time.

Compensatory time must be used before vacation time. Department Directors are responsible for managing their employees' use of compensatory time and that it is being used throughout the year.

Employees may carry over a maximum of 60 hours from one year to the next. Hours in excess of 60 will be paid to the employee.

In the event any portion of the policy is interpreted to conflict with the Fair Labor Standards Act or its regulations, that the conflicting portion shall be struck and the remainder of the policy shall continue in full force and effect.

The City Manager may periodically request an audit of overtime and compensatory time to ensure that it is being used according to the policy and any applicable guidance memoranda.

13-6 WORK PERIODS

The City has established a seven-day work period for all employees that shall begin on Sunday and end on Saturday of each week. This work period will apply to all departments of the City except the Fire Department and Police Department employees. Firefighters shall work a nineteen-day work period and

Police Department employees shall work a 28-day work period. The work period for Police Department and Fire Department employees shall not coincide with the regular fourteen-day pay period.

13-7 WORK SCHEDULES AND SHIFT ASSIGNMENTS

Standard Business Hours. All work schedules different than the standard work schedule shall be approved by the City Manager. The City will make every attempt to provide employees with a consistent schedule. The City reserves the right to change the work schedule as necessary.

Lunch and Rest Breaks. It is the policy of the City to provide lunch and rest breaks during the course of the workday. One hour may be taken for lunch, as specified by an employee's supervisor. The lunch hour is an unpaid break and will not be eligible for employees to accumulate overtime or compensatory time. Additionally, employees may take a paid rest break of fifteen minutes for every four hours of continuous work. The time of the rest break, usually mid-morning and mid-afternoon, shall be determined by the employee's supervisor. However, business conditions may preclude this privilege from being granted. It should be understood that breaks are a privilege granted at the discretion of the City.

13-8 RECORDING OF TIME

It is the employee's responsibility to accurately record all time worked. Non-exempt employees must record time out if they leave the premises for lunch breaks or other personal reasons and record time in upon their return.

Employees who fail to record time in or out must correct his or her time record immediately to accurately record the actual time worked.

Willful failure to record time in or out or recording time not worked is considered theft of company time. Employees who engage in theft of company time shall be subject to immediate discipline, up to and including immediate discharge from employment.

Employees must sign their timecards at the end of every pay period.

13-9 PAY PERIOD AND PAYDAYS

All employees are paid on Fridays by direct deposit on a bi-weekly basis, regardless of full or part-time status. Employees will not have the option to be paid in any method other than direct deposit.

Payroll information is confidential and shall not be communicated to fellow employees. Paychecks and/or payroll information will only be distributed to the named employee, unless a signed letter from the employee authorizing other arrangements has been delivered to the Human Resource Director. Questions regarding employee pay or paydays should be directed to the Human Resource Director or their designee.

13-10 PAYROLL DEDUCTIONS

The City is required by law to make certain deductions from every employee's paycheck, including those for federal, state, or local income taxes and the employee's share of Social Security and Medicare. Eligible

employees may authorize deductions from their paychecks to cover the costs of participation in certain benefit programs and for other purposes as allowed by law. All full-time employees who are eligible are required to participate in the Kansas Public Retirement System and an additional deduction will be made for the employee's share of the retirement program. In addition, the City is required by law to recognize certain court orders, liens, and wage assignments.

The City does not condone unlawful deductions and will make every effort to ensure compliance with the Fair Labor Standards Act and state wage and hour laws. If an employee notices deduction on his or her paycheck that are incorrect or were taken in error, he or she should notify the Human Resource Director immediately. The City will make any necessary corrections as soon as possible.

13-11 GARNISHMENTS

The City shall honor lawful garnishment orders and orders for support. Employees who wish to dispute a garnishment should contact his or her legal representative or the creditor. **The City cannot change or dishonor a garnishment order.**

13-12 PAYROLL DIRECT DEPOSIT

Direct deposit of payroll into employees' accounts will be utilized and enables employees to have use of the funds without having to personally receive and deposit their checks. This benefit is administered to all employees; employees may not opt out of direct depositing of payroll.

The Human Resource Director or designee has the required forms to initiate direct deposit and will explain the process at the time of employment. Once direct deposit is started, employees continue to receive an earnings statement summarizing earnings and deductions for the pay period and year to date. Employees are responsible for verifying that their pay has been deposited in their bank account before writing checks using these funds. Although funds are transferred out of the City's bank account prior to each payday, there is no guarantee when the bank will post these funds to the employee's account. There may be several banks involved in transferring funds from the City's bank account to the employee's bank account.

In the event that an employee's paycheck deposit is delayed, either due to the transfer of funds from one bank to another or other reasons beyond the City's control, the Human Resource Director or designee will assist the employee in identifying the problem and possible solution in as timely a manner as possible. Any such situation must be researched before a replacement will be issued. If a duplicate payment is made because payroll funds are deposited into an employee account after the City already has issued a replacement check, the employee agrees to immediately reimburse the City for the duplicate payment.

13-13 W-2 FORMS

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

13-14 PAYMENT OF WAGES AT SEPARATION

An employee who retires, voluntarily resigns, or is involuntarily terminated by the City will receive his or her final paycheck on the first regularly scheduled payday following his or her termination and will not receive pay for any accrued paid leave except accrued, but unused vacation leave. An employee that leaves employment before the completion of the three-month training period will not receive pay for their accumulated vacation leave. Final compensation for a deceased employee shall be paid to the estate of the deceased in accordance with this policy.

13-15 CALL-OUT PAY

A Call-Out is defined as an unscheduled request made by an appropriate management official for a non-exempt employee to return to work after leaving the work location at the end of his or her regular shift and before the beginning of the next regularly scheduled shift. Extension of the normal workday is not considered call-out for the purposes of this policy. Records justifying the reason for calling the employee out for duty shall be prepared and made available to the City Manager upon request.

Regular Employees; 40-Hour Work Period. An employee working a 40-hour work period who is directed to respond to a call-out shall be paid for the time worked, or a minimum of two hours, whichever is greater, at the employee's regular rate unless the call-out places the employee in overtime eligible status.

Police Officers; 160-Hour Work Period. Police officers working a 160-hour work period shall be paid to respond to a call-out as directed by his or her supervisor for time worked, or a minimum of two hours, whichever is greater, at the employee's regular rate unless the call-out places the employee in overtime eligible status. Police officers working a 160-hour work period shall receive overtime pay as required.

Firefighters; 144-Hour Work Period. Firefighters working a 144-hour work period shall be paid to respond to a call-out as directed by his or her supervisor for time worked, or a minimum of three hours, whichever is greater, at the employee's regular rate unless the call-out places the employee in overtime eligible status. Firefighters working a 144-hour work period shall receive overtime pay as required. Volunteer Firefighters shall be compensated for responding to fire and rescue runs at the established rate for the time worked.

13-16 LONGEVITY PAY.

In 2008, the City Commission approved discretionary longevity pay. The City Commission may grant **discretionary** longevity pay funds permitting, and upon the recommendation of the City Manager and approval of the City Commission. Discretionary longevity pay shall not be guaranteed. If longevity is paid, classified full-time employees shall be eligible to receive the longevity pay, provided they have completed at least five consecutive, uninterrupted years of service with the City. Time of services shall be considered as of November 30 of the year that it may be paid, in a classified position. **If longevity is paid,** it shall be distributed to employees by December 31. The following table shows the longevity pay program:

Years	Amount
5 through 9	\$200.00
10 through 14	\$400.00
15 through 19	\$600.00
20 through 24	\$800.00
25 and over	\$1,000.00

If an employee leaves employment prior to payment of and approval of Longevity Pay for that year by the Commission, the Longevity Pay will not be paid to that employee.

13-17 EMPLOYEE RECOGNITION PROGRAM.

Employees who have worked for the City for an extended period of time are eligible for employee longevity program awards, including an award for five years of service. Employees shall be recognized by the League of Kansas Municipalities for 10, 15, 20, 25, 30, 35 and 40 years of service and shall receive a gift certificate to a local business in the amount of \$10.00 for each year of service. Employees may also receive other types of recognition as approved by the City Manager and the City Commission.

13-18 SUGGESTION AWARDS PROGRAM.

The Suggestion Awards Program is designed to improve productivity and the quality of public service in City operations by implementing practical suggestions from as many employees as possible. This program allows employees to express their ideas about better ways to do their jobs and rewards employees with some of the savings or benefits resulting from those ideas.

Suggestions must be “constructive” ideas submitted in writing to the Human Resource Director. Eligible suggestions must:

- Increase productivity;
- Improve service to the public;
- Add a new source of revenue;
- Reduce costs, duplication or waste;
- Improve working conditions or safety; or
- Conserve labor, materials or energy.

A suggestion is not eligible if it:

- Deals with routine matters, such as standard equipment or normal replacements, repairs or maintenance;
- Proposes minor improvements in working conditions that the employee or department Director can correct through normal or customary action;
- Points out problems without proposing solutions or is a proposal which has the nature of a grievance;
- Concerns pay and job classifications;
- Increases existing fees or charges;
- Duplicates an earlier suggestion;
- Concerns applications of technology that are widely accepted as routine; or
- Concerns a situation that exists only because established procedures are not being followed.

Annual award amounts are recommended by the City Manager. The minimum award for an implemented suggestion is a Personal day off with pay. Awards for selected suggestions are differentiated between “tangible” benefits, which can be measured in dollars, and “intangible” benefits, which cannot be measured in terms of dollars but are worthy of adoption.

Tangible. An employee whose suggestion results in a 10% reduction in department expenses (a minimum of \$5,000), a reduction in measurable employee time or a revenue increase may receive up to two personal days off subject to scheduling approval by the supervisor.

Intangible. Where the value of a suggestion cannot be measured entirely or precisely in actual savings, suggestions are eligible for an award of up to one personal day off based on:

- How effective the proposed solution is;
- How serious the problem is;
- How extensive the problem is;
- How probable the problem is; and
- How ingenious the suggestion is.

All awards for groups of employees who submit suggestions that are implemented shall receive awards that are prorated, but not less than two hours of paid leave.

If a suggestion is not implemented as stated but leads to a different but related solution to the problem, an “indirect award” may be based on a yearly savings or revenue increase up to a maximum of one personal day off.

If the benefit from a suggestion cannot be accurately estimated when it is implemented, the City may confer an “interim award” (up to one personal day off). After the first year, an additional award may be given if actual results justify it.

City employees may obtain a Suggestion Awards Program Form from the Human Resource Director at City Hall. They should complete the form following instructions on the back and return to the Human Resource Director.

SECTION 14: EMPLOYEE PRIVILEGES, TIME OFF, AND LEAVES OF ABSENCE

14-1 HOLIDAY PAY POLICY

All full-time employees are eligible for holiday pay. For those days designated as off days or designated holidays, employees shall be paid wages equal to the wages they would have earned for the number of hours they would have been scheduled to work on that day. Full-time employees required to work on a designated holiday shall be paid for the total number of hours worked that day at their regular rate, in addition to the standard holiday pay.

Regular part-time employees are eligible for four hours of holiday pay for designated holidays.

Non-regular part-time, temporary and seasonal employees are not eligible for holiday pay. Non-regular part-time, temporary, and seasonal employees required to work on a designated holiday shall be paid for the total number of hours worked that day at their regular rate.

The City observes the following holidays:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Thanksgiving (Fourth Thursday in November)
- Friday following Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

The City-designated holidays which occur during an employee's pre-scheduled paid time off shall not be counted against the employee's accrued paid time off. Holidays that fall on a Saturday or Sunday will be recognized the preceding Friday or following Monday.

14-2 VACATION.

Vacation leave shall be earned and accrued from the most recent day of employment under the conditions hereinafter stated. Vacation leave shall be granted after an employee has satisfactorily completed the three-month training period. An employee who works less than twelve days in any month shall accrue no vacation credit for such month of service, provided the limit of twelve days shall not apply to an employee on paid vacation or sick leave. Seasonal and temporary help shall not earn vacation time.

Floating Holiday. Full-time employees will be entitled to one floating holiday per year. If the floating holiday is not used it will not carry over into the next year.

Full-Time Employees. Full-time employees are entitled to paid vacation leave time according to the following schedule, provided no paid vacation leave time may be taken during the first three months of employment.

<i>Years of Continuous Service</i>	<i>0-4</i>	<i>5-9</i>	<i>10-14</i>	<i>15-19</i>	<i>20+</i>
<i>Hours per year</i>	<i>80</i>	<i>100</i>	<i>120</i>	<i>140</i>	<i>160</i>
<i>Fire Department Full Time Regular Continuous Service</i>	<i>0-5</i>	<i>5-10</i>	<i>10-15</i>	<i>15-20</i>	<i>20+</i>
<i>Hours per year</i>	<i>109.46</i>	<i>136.24</i>	<i>164.06</i>	<i>190.58</i>	<i>218.66</i>

Part-Time Employees. Regular part-time employees who work less than twenty hours per week receive no vacation or other leave or benefits. If they work twenty hours or more, but less than forty hours per week, they will accrue benefits at a pro-rated amount based on average hours worked on a weekly basis.

Training/Probation Period; Full-Time Employees. Employees during their initial training period shall be credited with vacation leave for each month of employment but shall not be permitted to use any vacation credit until they have completed their three month/probation training period. Employees terminated prior to completing their training period shall not be paid for any accrued vacation leave. Police Officers and Firefighters may use vacation after completion of 3 months out of their twelve-month training/probation period.

Annual Usage/Carryover. Vacation leave may be taken any time after three months of employment, after it is earned, subject to supervisor approval. If an employee is prevented from taking earned vacation during any year, the employee will be allowed to carry over up to 160 hours of vacation annually into the following year. Under no circumstances may an employee take pay for vacation time in lieu of time off. Any vacation leave in excess of 160 hours for all employees will be lost as of January 1st of each year.

All employees classified as non-exempt in accordance with FLSA may use vacation leave in units of not less than thirty minutes, subject to the approval of their supervisor. In case of conflict, vacation leave shall be granted based on seniority.

All employees classified as exempt in accordance with FLSA may use vacation leave in units of not less than four hours.

Holiday During Vacation. City holidays which occur during the taking of an employee's vacation leave will not be counted as a day of vacation.

Time spent on vacation leave is not considered for purposes of calculating compensable overtime in accordance with the FLSA.

Vacation leave shall not accrue while an employee is on unpaid leave status, and time spent on vacation leave does not count toward overtime.

14-3 SICK LEAVE.

All regular full-time employees shall be entitled to sick leave with pay for illness, injuries, accidents, doctor or dental appointments, or other physical incapacitation, regardless of whether it occurs on or off the job. An employee may use earned sick leave in the case of an illness within the immediate family. Immediate family is defined for sick leave benefits as an employee's spouse; children, biological adopted or step; parents; siblings; grandparents; grandchildren, or equivalent in-laws.

At any time, a Department Director may require a signed statement from a licensed healthcare practitioner verifying the employee's ability to return to work and perform his or her duties.

Amount of Sick Leave. Regular full-time employees shall earn one working day of sick leave for each full month of service. Except when on vacation or sick leave, employees who work less than twelve days in any month shall accrue no sick leave credit for that month of service.

Accumulation of Sick Leave. Employees may not accrue more than 120 days, or 960 hours, of sick leave.

Usage of Sick Leave. All employees classified as non-exempt in accordance with FLSA may use sick leave in units of not less than thirty minutes.

All employees classified as exempt in accordance with FLSA may use sick leave in units of not less than four hours.

Doctor's Certificate. If an employee is absent due to illness or other medical condition for three or more consecutive days, he or she is required to provide a signed statement from a licensed health care practitioner verifying the employee's inability to perform his or her duties because of illness or injury. This shall be turned into the Human Resource Director. A signed statement from a licensed health care practitioner is required in all cases of work-related injury when the employee has been unable to work after the time of the injury regardless of the number of days the employee was absent from work.

Notification. To be eligible for paid sick leave, an employee shall give reasonable notice to an immediate supervisor of the reason for the absence.

Abuse of Sick Leave. An employee who improperly claims sick leave shall be subject to disciplinary action, including loss of pay or dismissal.

Sick leave days are not considered for the purpose of calculating compensable overtime in accordance with FLSA.

Sick leave shall not accrue while an employee is on unpaid leave status, and time on sick leave does not count toward overtime.

Termination of Employment. An employee shall not be paid for any unused sick leave upon termination of employment with the City, except upon retirement or separation after twenty or more years of regular service, in which instances the employees shall receive payment for 25% of the unused sick leave up to a maximum of one month's salary (Res. 051506).

14-4 SHARED LEAVE

If an employee or an employee's immediate family member suffers a serious illness, injury, or impairment that is likely to cause the employee to take leave without pay or terminate employment, other employees may donate their leave time to the employee through the Shared Leave program.

Coverage. Shared leave may be granted to a full-time employee if the employee has exhausted or will exhaust all eligible paid leave, including sick leave, vacation, compensatory time and/or other forms of paid leave.

Shared leave is not available for minor conditions that are not serious, extreme, or life-threatening or that do not cause the employee to take leave without pay or terminate employment.

The City Manager may deny requests for shared leave made by an employee with an unsatisfactory attendance record or a history of leave abuse.

If the employee receives workers' compensation, long-term disability payments or both, the employee is not eligible to receive shared leave.

Duration. Shared leave is meant to cover only the duration of the current illness or injury for which it was collected, up to a maximum of six months from the date the employee begins using shared leave, if the employee qualifies for Kansas Public Employees Retirement System (KPERs) long term disability. If the employee does not qualify for KPERs long-term disability payments after six months of shared leave, and the illness, injury, impairment, or physical or mental condition still exists, the employee can then request more shared leave for up to an additional six months at the discretion of the City Managers review of the request.

Shared leave may only be applied retroactively if the shared leave start date is prior to the approval date. Otherwise, all donated leave must be applied to the current pay period or to future pay periods while the employee is on shared leave.

If an employee returns to work with too little shared leave to cover the period of absence, the employee has thirty days in which to obtain additional donated leave to be applied only to the two pay periods prior to return to work. The Human Resource Director must receive written notification of each instance on retroactive application of shared leave.

Request Procedures. Employees shall follow these procedures in requesting shared leave:

1. The employee completes the Shared Leave Request Form from the Human Resource Director.
2. The employee obtains appropriate medical documentation from the employee's (or family member's) physician.
3. The Human Resource Director reviews the request to determine whether the employee has:
 - a. Exhausted or will exhaust all forms of paid leave (sick, vacation, compensatory time and/or other forms of paid leave);
 - b. At least three (3) months of continuous service; and
 - c. A satisfactory attendance record.
 - d. The City Manager may authorize a shared leave request in a non-qualifying situation.
4. If the request is for the care of a family member, the Human Resource Director will determine if the relationship meets the eligibility requirements. Eligible family members include immediate family. Immediate family is defined for sick leave benefits as an employee's spouse, children, parents, brothers, sisters, grandparents or in-laws.

5. The Shared Leave Request will be reviewed by the City Manager, Department Director and Human Resource Director. If the Shared Leave Request is approved, a copy will be forwarded to the employee. If the request is denied, a copy will be forwarded to the employee. The request may be denied if the employee has a history of sick leave abuse.

Donation Procedures. Employees shall follow these procedures in donating shared leave:

1. Employee Donations: Donations must be made in writing on the Shared Leave Donation Form.
2. Employees donating sick leave must have a sick leave balance of at least 480 hours (sixty (60) days) after the donation is made.
3. Employees may make multiple donations during a particular approved occurrence as long as the leave balance level requirements are met. Each donation must be made on a new form and must be approved separately.
4. Donations may be made to an employee in another department.
5. Donations must be made in full hour increments.
6. Any donated leave not used by the requesting employee will be placed in a “shared leave bank” for future approved requests.

Departmental Notification: Each department will be notified of a request for shared leave.

Record Keeping. The Human Resource Director will be responsible for processing shared leave requests, donation forms and leave balance adjustments. All required forms are available from the Human Resource Director.

The Human Resource Director will be responsible for calculating the prorated amount of unused shared leave and crediting it back to the “shared leave bank”, in increments of not less than full hour increments based on the original amount and type of donated leave.

Employees leaving City employment may designate any balance of their personal sick leave remaining to be donated to the “shared leave bank”.

14-5 BEREAVEMENT LEAVE

In the event of the death of an immediate family member, the City will pay an employee his or her regular rate of pay for up to three (3) working days. Whether the leave should be taken in consecutive days is at the Department Director’s discretion based on the circumstances. Leave is normally to be taken within two weeks unless there are circumstances where the services are more than two weeks after the death. If an employee requests time in addition to that which is approved as bereavement leave, additional time may be granted by the employee’s supervisor or manager, which may be charged against any accrued but unused vacation or sick leave, unless the employee elects to take leave without pay. For purposes of Bereavement Leave, an “immediate family member” is defined as the employee’s spouse, child-biological, adopted or step,

parents, siblings, grandparents or, any other close relatives or equivalent in-laws. Bereavement leave can be taken a maximum of two times per 12-month period. -

14-6 FAMILY AND MEDICAL LEAVE (FMLA)

Leave Available. Pursuant to the Family and Medical Leave Act, the City provides job-protected leave to eligible employees for:

- The care of an employee's child after birth, adoption, or foster care.
- To bond with a child (leave must be taken within one year of the child's birth or placement).
- The care of an employee's parent, child, or spouse, who has a serious health condition.
- A serious health condition that makes the employee unable to perform his/her job.
- A "qualifying exigency" arising out of the active duty or call to active duty of an employee's parent, child, or spouse.
- The care of an employee's spouse, child, parent, or next of kin that suffers a serious injury or illness while on active duty in the Armed Forces ("Military Caregiver Leave").

Amount of Leave. Employees are entitled to up to twelve weeks of leave for the above within a twelve-month period, except that Military Caregiver Leave entitles an employee to up to twenty-six weeks of leave.

Eligibility for Leave. To be eligible for Family and Medical Leave, (1) the employee must have been employed by the City for at least one year; (2) the employee must have worked at least 1,250 hours over the previous twelve months; and (3) the City employs at least fifty employees within a seventy-five-surface mile radius.

Threshold Procedural Requirements. Employees desiring to take Family and Medical Leave must submit written requests no later than thirty days before the anticipated start date of leave. Exceptions can be made when practical reasons, such as emergencies and unforeseen conditions, make meeting this deadline impossible or impractical.

Designation of Family and Medical Leave as Paid Leave. Employees on Family and Medical Leave are required to exhaust all but twenty-four hours of their accrued Vacation Leave, which employees may choose to reserve for future use upon returning from leave. However, the employee must utilize all paid leave before leave without pay. Employees may, at their discretion, exhaust all accrued Vacation Leave while on Family and Medical Leave. The paid time will be counted against the employee's Family and Medical Leave time and the employee's Vacation Leave.

Commencement of Family and Medical Leave. Absences commencing during the time of Family and Medical Leave should be handled under sick leave, vacation leave, authorized leave without pay, or a leave of absence. The employee may not be compelled to use sick leave or vacation leave in any particular order, however, the employee must utilize all paid leave before leave without pay. The employee must state in what order he or she desires to utilize paid leave. The employee is then covered by the appropriate policy.

Medical Certifications. The City will require medical certification by a health care provider to support an employee's request for leave to attend to the employee's own serious health conditions or to care for a seriously ill child, spouse, or parent. Certification of an employee's serious health condition must include, among other items, a statement that the employee is unable to work at all or is unable to perform at least one of the essential functions of his or her position. For leave to care for a seriously ill child, spouse, or parent, certification must include, among other items, an estimate of the amount of time that the employee is needed to provide care.

The City may require a second medical opinion and subsequent and periodic recertification, at its expense. If the employee's and the City's opinions conflict, the City may require the binding opinion of a third health care provider, approved by both the City and the employee. This process shall be paid for by the City.

When thirty-days' notice is provided, the employee must provide the medical certification before the leave begins. When this is not possible the employee must provide the requested certification to the City within the timeframe that the City designates, but no sooner than fifteen calendar days after the request for certification. Exceptions will be made when it is not practical for the employee to do so because of the particular circumstances.

Maternity and Paternity Leave. Birth parents, adoptive parents, and foster parents shall be considered for leave at the time of birth, adoption, or placement. If the birth, adoption, or placement is reasonably foreseeable, the employee shall provide the City with at least thirty days' notice before the leave is to begin. If the birth, adoption, or placement is not reasonably foreseeable, the employee should notify the City as soon as practical. The employee may request a total of up to twelve weeks of leave in a twelve-month period.

No employee shall be compelled, coerced, or ordered to begin maternity leave at any time during the period of pregnancy. Pregnancies and disabilities caused or contributed to by pregnancy shall be considered and treated as temporary disabilities. Employees affected by pregnancy and related conditions must be treated the same as other employees based on their ability or inability to work.

A Department Director shall require an employee returning from a pregnancy or pregnancy-related condition to have a doctor's release if the employee is returning less than six weeks following the end of the pregnancy. The release must specifically state whether or not the employee is capable of fulfilling full job duties and the date the employee is released.

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.

Intermittent or Reduced Leave. When necessary, Family and Medical Leave may be taken intermittently or by way of a reduced work schedule.

Spouses' Combined Leave. Spouses who are both employed by the City are entitled to a joint total of twelve weeks leave, rather than twelve weeks of leave each for the birth of a child, placement for adoption or foster care of a child, or the care of a sick parent. Spouses who are both employed by the City are entitled to a joint total of twenty-six weeks, rather than twenty-six weeks of leave each, to care for a covered servicemember with a serious injury or illness if each spouse is a parent, or next of kin of the servicemember, commonly referred to as "Military Caregiver Leave". This limitation also applies to a combination of military caregiver leave and leave for other qualifying reasons listed at the beginning of this section.

Health Insurance Coverage. The City will continue to provide health care coverage under the same provisions as prior to the leave. Where the employee fails to return from leave, the City can recover its share of premiums 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 the City's share of health care premiums paid while on Family and Medical Leave. In such cases, a Medical Certification may be required.

Other Benefits. Other benefits will not accrue during Family and Medical Leave if they would not have continued to accrue under other types of leave.

14-7 MILITARY LEAVE

Leaves of absence shall be granted to the City employees whose United States uniformed services (military) obligations necessitate their absence from work. These leaves are applicable to all such obligations, including Reserve and National Guard assignments, and are governed pursuant to the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Eligibility. Any employee who leaves the City employment for military duty shall be placed on military leave without pay. If not accepted for such duty, the employee shall be reinstated in his present position without loss of status or reduction in pay.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable position depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service. Employees on military leave for up to thirty days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. If the period of service was 31 days or more, but less than 181 days, the employee must submit an application to the City no later than 14 days following completion of service. For service in the military for over 180 days, the employee must submit an application to the City not later than 90 days after completion of service.

Employees who are subject to multiple military duty assignments may, at their option, present leave notices covering all such obligations or individual leave notices.

Continuation of health insurance benefits will be as required by and in accordance with USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

14-8 JURY DUTY AND OTHER CIVIC LEAVE

The City encourages employees to fulfill their civic obligations. Employees shall be given necessary time off with pay:

- when performing jury duty;
- when appearing in court as a witness in answer to a subpoena or as an expert witness when acting in the official capacity in connection with the City;
- when performing emergency civilian duty in connection with national defense; or
- for the purpose of voting, subject to the restrictions imposed by state law.

Notification. All employees shall notify their supervisor upon notification of jury duty, upon receiving a subpoena, or prior to the day of election to allow the City to cover the employee's duties in his or her absence. Employees must provide the City with a copy of their jury summons or subpoena.

In the event that an employee is selected to sit on the jury or testify as a witness, the employee shall promptly notify his or her supervisor or manager of the anticipated length of trial.

Voting Leave. Every employee, upon reasonable notice to his/her supervisor will be permitted to take necessary time off from work to vote in a municipal, county, state, or federal political party primary or election that the employee is qualified and registered to vote on the date that a primary or election is held when the polls are not open at least two (2) hours before or after the employee's scheduled hours of work. The necessary time off must not exceed two hours.

The Supervisor/Manager may specify the hours during which the employee may vote such that the flow of the operation is not interrupted. Employees may be required to provide proof that they have participated in an election for which they have been provided leave time under this policy.

Compensation. Employees will receive their regular pay for time actually spent engaging in any of the four civic duties described above. Employees shall not be compensated for more than two hours for voting leave.

Any pay received for jury duty shall be reimbursed to the City. It is the employee's responsibility to provide the City with the proper jury pay documentation in a timely manner to ensure compensation.

If an employee is excused early from jury duty or testifying in court, he or she must report to work, provided two or more hours remain on the employee's regularly scheduled shift, in order to qualify for payment.

Personal Lawsuits not Related to City. An employee involved in a personal lawsuit, either as a plaintiff or as a defendant in an action not related to his or her duties with the City, may take leave without pay for up to fourteen days (14) in a calendar year unless he or she elects to utilize available vacation leave.

14-9 OTHER LEAVES OF ABSENCE

Domestic Violence Leave. Under certain circumstances, victims of domestic violence may be entitled to unpaid leave. Employees in need of domestic violence leave should contact their supervisor or the Human Resource Director.

Professional Development Leave. Employees may be granted leave with pay to attend meetings, seminars, and conventions of professional and technical organizations when such attendance is related to the employee's work for the City and when such attendance is authorized by the City.

SECTION 15: BENEFITS

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

These descriptions are not intended to and do not create any express or implied contractual obligations or entitlements. The City reserves the right, at and within its sole discretion and where permitted by law, to unilaterally change, modify, amend, or discontinue any benefit.

15-1 TRAINING/PROBATION PERIOD

All employees are subject to a 3-month training/probation period. The employee's training period may be extended at the discretion of the City management. Employees eligible to receive vacation leave under the provisions of the Handbook shall be credited with vacation leave for each month of employment but shall not be permitted to use any vacation credit until they have completed their three-month training/probation period. Firefighters and Police Officers are subject to a one-year training/probation period.

15-2 FLEXIBLE BENEFIT PLAN

Once each year all regular full-time employees will be given an opportunity to enroll or reject participation in a voluntary plan designed to save the employee taxes on all eligible deductions withheld from the employee's paycheck. This Tax Qualified 125 Plan allows the employee to pay eligible insurance premiums and any other eligible deductions by payroll deduction on a pretax basis.

15-3 HEALTH INSURANCE PROGRAM

Each new employee of the City that regularly works twenty (20) hours or more in a standard workweek has the option to participate in the medical plan(s) on the first day of the first month following the beginning of employment with the City.

The City shall pay a portion of the full premium for individual medical and hospital insurance coverage as designated by the City Commission. Part time employees will receive a reduced premium benefit based on the amount of hours worked.

15-4 WORKERS' COMPENSATION INSURANCE

The City provides workers' compensation benefits as required by law and at no cost to employees. This program covers on-the-job injuries to the extent required by law. Subject to applicable legal requirements, workers' compensation benefits begin after a short waiting period or immediately if the employee is hospitalized.

No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. Employees who sustain work-related injuries should notify the City within twenty-four hours of sustaining the injury. **All on-the-job injuries must be reported.** Failure to report these injuries to an immediate Supervisor, Manager or Human Resource Director in a timely manner may affect the employee's ability to receive workers' compensation benefits and shall subject the employee to discipline, up to and including termination.

Neither the City nor its insurance carrier will be liable for payment of workers' compensation benefits for injuries occurring during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the City.

15-5 SOCIAL SECURITY.

All City employees are covered by Social Security, which provides survivor, disability and old age benefits. Both the City and the employee are required to jointly fund this benefit. Rates for Social Security are determined by the federal government.

15-6 UNEMPLOYMENT COMPENSATION

All employees may receive the benefits of the Kansas Employment Security Law, in accordance with such law and regulations. The cost of this benefit is paid by the employer.

15-7 COBRA – INSURANCE CONTINUATION

The Consolidated Omnibus Budget Reduction Act ("COBRA") gives employees and their qualified beneficiaries the opportunity to continue, for a specific period of time, health insurance coverage under the City's group health plan when a qualifying event would otherwise result in loss of participation eligibility.

Under federal law, continuation coverage is dependent upon the employee or beneficiary paying the full cost of coverage at group rates plus an administration fee. The insurance provider will send each eligible employee with a written notice describing the continuation rights when they become eligible for continuation coverage. The notice contains important information about the employee's rights and obligations. For additional details, employees should consult the terms of the individual plan involved.

COBRA coverage is not automatic. Employees must respond to the appropriate COBRA notification letter or notify the Human Resource Director that coverage continuation is desired and must also submit all required paperwork within the required time limits specified in the written materials.

Contact the Human Resource Director for complete information and assistance.

15-8 INSURANCE CONTINUATION FOR RETIREES

K.S.A. 12-5040 (a) Each local government which provides an employer-sponsored group health care benefits plan for the employees of the local government shall make coverage under such group health care benefits program available to retired employees and their

dependents, upon written application filed with the clerk or secretary thereof within 30 days following retirement of the employee, as provided by this section. Coverage under the employee group health care benefits plan may cease to be made available upon (1) the retired employee attaining age 65, (2) the retired employee failing to make required premium payments on a timely basis, or (3) the retired employee becoming covered or becoming eligible to be covered under a plan of another employer.

No employee shall be entitled to a cash payment of any kind from the City in lieu of medical and hospital insurance coverage.

The City offers to all full-time retiring employees the following retirement health insurance benefits if the following qualifications are met:

- The employee must retire with KPERS and/or KP&F benefits.
- The employee must have at least ten (10) years of service with the City and be employed by the City at retirement.
- The eligible employee must decide to participate in the group health plan upon retirement and membership must be continuous. (The retired employee cannot elect to terminate coverage and then reinstate.)
- The employer will provide 50% participation in the monthly group health coverage premium until the retiree becomes eligible for Medicare benefits for the employee only. If the employee keeps dependents on the coverage the employee must pay the full premium for the dependents.

The following exceptions shall apply:

- If the retired employee dies, the employer's participation in health benefits will cease and are not transferable to the surviving spouse.
- If the retired employee fails to make required premium payments on a timely basis, then coverage will terminate.
- If the retired employee becomes covered or is eligible to be covered under a health plan from another employer, then this policy shall terminate.

15-9 KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM (KPERS).

All full-time employees, except police and fire personnel, are required become members of the KPERS. The retirement system provides retirement benefits that are prescribed by state statute and are in addition to Social Security benefits. Under current law, employees contribute a percent of their gross salary and the City contribution is based on a variable state prescribed formula. **Please visit www.kpers.org for information regarding retirement.**

15-10 KANSAS POLICE AND FIREMEN'S RETIREMENT SYSTEM (KP&F).

All police and fire personnel are required, as a condition of employment, to become members of the KP&F retirement system. This system provides retirement and disability benefits as prescribed by state statute. Employees contribute a percent of their gross salary and that contribution is matched by a variable City contribution based on a state prescribed formula.

All KP&F members eligible for full retirement have the option of participating in the Deferred Retirement Option Program (DROP). This benefit allows eligible members to keep working while their monthly benefit accumulates in a DROP account. They receive their salary and their DROP account grows each month while they work. Members can choose to work another three, four or five years. When they retire, they receive their DROP account balance and begin receiving their monthly retirement benefit.

15-11 DEFERRED COMPENSATION PLAN.

All full-time employees shall be offered the opportunity to enter into a qualified 457 deferred compensation plan with the company of their choice in an amount of their choice. After an employee's first full year of service, the employee may participate with a minimum \$12 contribution per pay period and the City shall contribute \$20 per pay period toward the employee's contribution. **The City will not make any contribution for police and fire employees who participate in the plan.** If the employee leaves the employment of the City prior to retirement, the total amount of contribution remains the employee's property until retirement or an emergency arises under which the funds may be withdrawn.

15-12 OPTIONAL GROUP TERM LIFE INSURANCE.

All eligible employees under KPERS and KP&F shall be offered term life insurance in the amount of their choice, with no cost to the City, through payroll deduction, and the City will remit payment to KPERS.

15-13 OTHER OPTIONAL INSURANCE COVERAGE.

Employees may enroll in other types of group insurance coverage approved in the City Benefit Plan document and offered by independent insurance agents. The City does not endorse any of these plans but does allow the premiums to be paid through a payroll deduction plan. All premiums for these types of coverage are paid by the employee. These types of insurance may include, but are not limited to, cancer, disability, income or supplemental health insurance coverage.

15-14 WELLNESS PROGRAM.

The City, in recognizing the benefits of having healthy employees on the job, shall pay a portion of the membership fees as designated by the City Commission for single coverage in an approved fitness program and encourages all full-time employees to participate in this City Wellness Program.

15-15 EMPLOYEE ASSISTANCE PROGRAM

The City, recognizing the importance of mental health, will provide free initial access to an Employee Assistance Program (EAP) provided by a City approved program. This includes short-term counseling,

support after a crisis, training and development, unlimited management and HR consultation, performance/life coaching, work/life resources, awareness/inspiration campaigns, financial and legal consultation, website and mobile app, and online self-management. Contact information for the City's EAP is found in the new employee packet or in the Human Resources Director's office.

SECTION 16: EMPLOYEE CONDUCT AND DISCIPLINE

16-1 EMPLOYEE CONDUCT

City employees are required to conduct themselves in a professional and courteous manner, whether dealing with coworkers, supervisors, managers, customers, vendors, or the general public. As a representative of the City, an employee's conduct reflects directly on the City, and it is important that the City achieve and maintain a positive reputation in the community. Employees who fail to conduct themselves in accordance with the standards of conduct contained in this Handbook will be subject to immediate discipline.

It is impossible to identify all types of conduct that can subject employees to discipline; however, the list below identifies examples of such conduct. The list is not exhaustive and in no way limits the City's ability to take disciplinary action, up to and including suspension or termination, at the City's discretion.

The policy provided below does not change the fact that City employees are employees at-will, and either the City or an employee can terminate the employment relationship at any time, with or without cause or reason, and with or without advance notice.

16-2 EXAMPLES OF CONDUCT THAT MAY LEAD TO DISCIPLINE, INCLUDING TERMINATION

Commission of any one of the following acts may result in discipline and/or immediate termination of employment:

- Convicted of violating any City, state or federal law.
- Violating any policy or procedure contained in this Handbook or any other City policy or procedure manual.
- Violating any policy, procedure, or regulation required by state, federal, or any governmental agency or regulatory agency.
- Engaging in sexual harassment or discharging duties in a manner that results in discrimination to any person for any reason that is prohibited by this handbook, federal, state, or local law.
- Gives, attempts to give, or receives any monetary consideration or undeserved service to or from any person or organization for, or in connection with, any test or appointment.
- Takes or offers to take from any person for the employee's personal use any fee, gift, or other thing or service of value, in the course of work or in connection with it, when such gift or other valuable thing or service is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person; accepts a bribe, gift, money, or other thing of service or value intended to perform or refrain from performing any official act; or

engages in any act of extortion or other means of obtaining money or anything or service of value through the employee's position in the service of the City.

- Making, publishing, or distributing false, vicious, or malicious statements concerning any employee or City official.
- Disclosing confidential records or information, unless directed to do so by the Department Director or supervisor.
- Failing to follow prescribed safety procedures, including failure to report unsafe conditions, actions, or injuries to employees or customers.
- Failing to maintain a certification or license, including driver's license, when such certification or license is required as a condition of City employment.
- Displays inattention to duty or carelessness or is responsible for the destruction or loss of public property, supplies, equipment or funds.
- Displays incompetence, inefficiency, or neglect of duty in the performance of the position.
- Displays discourteous or disruptive conduct or other offensive behavior in public, to the public, or to employees and officers of the City.
- Abuses leave time or falsifies attendance records for oneself or another employee.
- Being excessively absent or tardy.
- Working overtime without prior authorization.
- Leaving an assigned work area or the workplace during working hours without approval or fails to report to work without supervisor approval.
- Engaging in immoral or indecent conduct or soliciting another person for such conduct.
- Induces or attempts to induce any officer or employee of the City to commit an unlawful act or to act in violation of any lawful official order or regulation.
- Possessing, selling, or being under the influence of alcohol and/or illegal drugs when reporting for work, on City property, or while on duty except employees may possess and use controlled substances as prescribed by a physician.
- Engaging in insubordination, including improper conduct or abusive language toward a supervisor or refusal to perform tasks in a manner prescribed by a supervisor.
- Refusing to work any assigned hours, shifts, or overtime.
- Engaging in unprofessional conduct, such as fighting, gambling on City property, discourtesy, rudeness, intimidation or threats of any kind against other employees, vendors or the public while on duty, or using vulgar or profane language with any supervisor, manager, or another employee.

- Engaging in verbal or physical harassment, intimidation, or interference with the rights of any fellow employee or vendor.
- Conducting personal business while on duty. This shall include, but is not limited to, engaging in excessive personal calls, text messages, or e-mails.
- Failing to perform job assignments efficiently and satisfactorily.
- Falsifying or altering City records, including but not limited to, employment applications, employment information, time records, or timecards.
- Possessing or using any type of fireworks, explosives, or weapons on the premises or while performing City duties without prior City approval.
- Engaging in theft, attempted theft, or misappropriation of any funds or property of the City, whether or not it is for personal use or for sale or gift to others.
- Filing or pursuing any false claim, such as workers' compensation.
- Failing to fully cooperate with a City internal investigation, whether conducted by the City personnel or a third party at the City's request.
- Repeatedly failing to record time worked.
- Sleeping while on duty.
- Engaging in conduct having a significant adverse effect upon the operation or reputation of the City.

Furthermore, an employee charged with a criminal offense not related to his or her employment with the City may be suspended without pay pending a full criminal investigation. Following such investigation, the employee may be reinstated at the discretion of the City, without pay.

The City may, at its discretion, add or amend rules and regulations as deemed appropriate and necessary. It is each employee's responsibility to learn and adhere to all of the City's rules, regulations, policies, and principles of professional and personal conduct.

16-3 AUTHORITY TO DISCIPLINE

The City Manager has the authority to discipline Department Directors, supervisory personnel, and all other personnel. Department Directors or supervisors are delegated the authority to discipline personnel pursuant to this policy.

16-4 DISCIPLINARY PROCEDURES AND TERMINATIONS

The form of discipline is determined on a case-by-case basis and depends entirely upon the facts and circumstances of each situation. The City is not obligated to use increasingly severe means of discipline with individual employees but is free, at and within its sole discretion, to impose the discipline it deems necessary.

The following forms of disciplinary action may be taken:

- **Verbal Warning.** A verbal warning is a verbal reprimand given to an employee by a supervisor or Department Director. A record of the warning shall be recorded in the employee's file.
- **Written Reprimand.** A written reprimand is a written notice to an employee from a supervisor or Department Director, a copy of which shall be recorded in the employee's file.
- **Training Period.** Training period is a trial period of a specific length of time during which an employee is required to fulfill a set of conditions, to improve work performance, or to improve on-the-job behavior. Failure to meet the training requirements may result in additional disciplinary actions.
- **Reduction in Pay.** A pay reduction is the temporary or permanent reduction of an employee's pay, while the employee continues his or her duties under the same job title.
- **Demotion.** A demotion is the placement of an employee into a position of a lower pay range.
- **Suspension.** A suspension is the removal of an employee from service, with or without pay, for a specific period of time.
- **Termination.** Termination is the removal of an employee from City employment.

The City may, in its sole discretion, take other more stringent disciplinary actions if it believes such action is appropriate and necessary. Under certain circumstances, the City Manager, Department Director or supervisor may determine the misconduct is so severe that immediate termination is warranted.

16-5 INVESTIGATIONS, PROSECUTION AND TERMINATION.

The City investigates any theft, misappropriation or diversion of assets. The City works in conjunction with local law enforcement agencies to investigate any allegations of theft, misappropriation or diversion of assets. The City may, in its discretion, secure a neutral third party to investigate into any suspected misconduct. If third-party investigators are used, disclosure of any investigation report and its contents will be restricted to the City; any federal or state officer, agency, or department, or any officer, agency, or department of a unit of general local government; or any self-regulatory organization with regulatory authority over the activities of the employer or employee; as otherwise required by law. The City will immediately terminate and vigorously prosecute any and all employees found to be responsible for or involved in any of these activities. It is the responsibility of all employees to report any actual or suspected theft to a Department Director, Human Resource Director or the City Manager. Failure to report such acts will be grounds for termination.

SECTION 17: SEPARATION FROM EMPLOYMENT

17-1 ABSENT WITHOUT LEAVE.

Any employee who is absent without approved leave and who fails to return to duty within twenty-four (24) hours after having received notice to do so shall be deemed to have resigned the position voluntarily.

Absence without leave shall be any absence in which the employee has failed to secure prior approval or, in the case of illness or emergency, has failed to notify an immediate superior of such absence no later than the day such absence begins.

17-2 NOTICE OF RESIGNATION OR RETIREMENT

If an employee wishes to resign or retire from their position with the City, they shall notify their supervisor of their intent to do so at least fourteen (14) calendar days in advance. Division and Department Directors shall provide four (4) weeks' notice. Notification of intent to resign or retire shall be written and provided to the Human Resource Director. A Department Director may approve the withdrawal of a resignation prior to its effective date, provided the employee is still working and an appointment has not been made to fill the anticipated vacancy.

Upon receipt of the notice of resignation, the Department Director and/or the City Manager may, at his or her discretion, accept the employee's resignation effective immediately. Failure to provide proper notice may result in the employee being prohibited from consideration for re-employment.

17-3 REDUCTION IN FORCE OR WORK HOURS.

Any employee may be laid off from work or have work hours reduced because of lack of work or funds. Whenever possible, at least two (2) weeks' notice or two (2) weeks' severance pay in lieu of the notice shall be given prior to layoff. In determining the order of layoff or work hours reduced, the following factors shall be taken into consideration:

- Needs of service.
- Length of service/seniority.
- Nature of work to be curtailed.
- In addition to the above factors, the advisability of demoting employees in higher classes to lower classes for which they are qualified and laying off those in lower classes may also be considered.

17-4 RETIREMENT.

All eligible employees of the City shall be members of the Kansas Public Employees Retirement System and shall be subject to all laws and supplemental regulations governing such membership. All full-time employees of the Police and Fire Departments shall be members of the Kansas Police and Firemen's

Retirement System and shall be subject to all laws and supplemental regulations governing such membership.

Employees who take an early retirement in accordance with the Kansas Public Employees Retirement System may seek reemployment with the City if said reemployment is permitted by law. Such reemployment shall be subject to the waiting period requirements for KPERS & KP&F retirees and approval by the City Manager.

17-5 PAYMENT OF WAGES UPON TERMINATION

An employee who is involuntarily terminated by the City will receive his or her final paycheck on the first regularly scheduled payday following his or her termination or within two weeks, whichever is earlier.

17-6 RETURN OF CITY PROPERTY UPON TERMINATION

Employees are responsible for the return of all City-owned equipment, motor vehicles, tools, supplies, material, keys, ID cards, credit cards and other items of value by the last day of employment. Employees shall be responsible for the replacement cost of any City property not returned following separation from employment with the City.

17-7 EXIT INTERVIEWS

An Exit Interview form may be requested by the Human Resources Director near the end of the employee's employment to advise of benefit matters, to document the reason for a termination, and to assess the strengths and weaknesses of the City's policies and personnel.

17-8 REINSTATEMENT.

An employee who has been terminated in good standing and who is reemployed within a period of 120 days may be reinstated at not higher than the pre-termination salary.

SECTION 18: TRAVEL REIMBURSEMENT POLICY

18-1 AUTHORIZATION TO TRAVEL

Prior to making any travel arrangements, employees must complete a Travel Authorization Form requesting approval for the employee to travel outside the scope of routine local travel. Department Directors must approve any member of their department's travel. The City Manager must approve any travel by a Department Director. It shall be the responsibility of the Department Director to ensure funds are available before authorizing a travel request. Upon reservation and registration at hotels and conferences, confirmation numbers and phone numbers should be added to the authorization in case of cancellations or emergencies.

18-2. REIMBURSABLE TRAVEL EXPENSES

Travel payments and expenses are for business-related activities only, such as events, meetings and training. Any use of City funds for the purpose of travel shall strictly adhere to the guidelines set forth within the Purchasing Policy. Employees are required and expected to secure the most economical means of travel, balancing cost, travel time and work requirements.

18-3 TRANSPORTATION.

All travel with a City vehicle beyond Dickinson County must be pre-approved by the Department Director or City Manager. When possible, it is the intent of the City to require a City vehicle to be used for all travel. The City Manager or Department Director may grant exceptions for cause. If a personal vehicle is used for approved travel, the City will reimburse for mileage at the current IRS rate. Mileage will be calculated using the default address-to-address route suggested by Google Maps at www.google.com. Additional transportation expenses, including but not limited to airfare, rental cars, taxis, and mass transit when necessary, are reimbursable upon prior approval by the Department Director or City Manager. Mileage and expenses are payable upon return and by submitting a claim to the Finance Director. The claim must include the addresses used to calculate miles, the reason for the trip, the dates of travel, receipts, if applicable, and verification of prior authorization. Employees are responsible for all fines related to parking or traffic citations issued while traveling on City Business.

18-4 MEALS AND LODGING

Meals will be reimbursable for non-overnight travel if the employee is outside Dickinson County during the employee's normal working hours. All travel requiring an overnight stay must be approved by the Department Director or City Manager. All approved conferences, training, and lodging expenses are to be pre-paid by the City when possible. For travel overnight and non-overnight as defined, expenses incurred for transportation, lodging and meals not otherwise included as part of the conference or training may be expensed on the employee's City purchase card. Service tips beyond the standard and alcohol purchases are prohibited and not approved for reimbursement. Employees may also use personal means to pay for lodging, travel or meals and request reimbursement with a receipt upon return. Entertainment and any other auxiliary services are not reimbursable or approved purchases.

The IRS requires employers to include fringe benefits in an employee's gross income reported on form W-2. Fringe benefits defined by the IRS include certain payments of meal allowances and other expenses incurred during non-overnight travel or subsistence payments exceeding IRS established maximum reimbursement rates. (Non-overnight travel is considered to be travel where no lodging expense is incurred.) These fringe benefits generally must be paid through the payroll process and are subject to withholding of applicable contributions and taxes. However, the IRS allows for infrequent meal money provided to an employee, to enable the employee to work overtime, to be considered a "de minimis" fringe benefit and be excluded from reportable income.

18-5 CONFERENCE FEES AND BUSINESS-RELATED EXPENSES

Every effort should be made to take advantage of early registration or group rate discounts for conference and registration fees. Business-related expenses incurred while on City travel are approved for reimbursement at the discretion of the Department Director.

18-6 EMERGENCY PROTOCOL

In case of trip cancellations, all pre-booked reservations and registrations should be canceled, if possible, within the allowed cancellation period. If the employee is unable to make cancellation arrangements, it will be the responsibility of the Department Director or Human Resource Director to notify and cancel the reservations and registrations. The employee is responsible for always carrying the City of Abilene-issued ID badge. The employee is responsible for reporting accidents or injuries in accordance with the Employee Policy and Guidelines.

Employees found in violation of any part of the Travel Policy may be subject to discipline pursuant to the City's Personnel Policy.

SECTION 19: FAIR LABOR STANDARDS ACT POLICY

The City is committed to complying with the Fair Labor Standards Act (“FLSA”) as well as state wage and hour laws. Therefore, all employers are prohibited from making any improper deductions from the salaries of exempt employees.

If you believe that an improper deduction has been made from your salary or that you were not paid for overtime work performed, notify the Human Resource Director immediately. All reports of improper deductions from wages or an overtime denial will be promptly investigated. In the event that it is determined that an improper deduction has occurred, you will be promptly reimbursed.

Violations of this policy may subject you to discipline, up to and including termination of employment. Please direct all questions concerning this policy to the Human Resource Director.

As an employee of the City of Abilene you are responsible for knowledge of all content of the Fair Labor Standards Act and that failure to comply with this policy may result in disciplinary action, including the possibility of termination of employment. I understand that I have the right to file a complaint alleging an improper salary deduction or an overtime denial.



City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Council Member

Wendy Miller
Council Member

Dee Marshall
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, December 11, 2023

Session: Study Session

Topic: Proposed increase of 1% for Water & Sewer Rates

Department: PW

Staff Contact: City Manager/WTP Lead

Background:

After consultation with the Jay Leusman, Water Treatment Plant Superintendent, I am requesting the Governing Body approve amending Ordinance 22-3412 to raise the base water and sewer rates 1% effective February 1, 2024.

In 2022, the city increase water and sewer rates 3.25% as a result of a three year adjustment to help keep up with rising costs of materials and labor. Prior to 2020, the city had not raised rates on these utilities in many years.

As costs continue to rise, it is imperative that we keep healthy reserve funds to cover costs of maintenance, repair and replacement of our aging plants and systems. By making small rate increases annually or bi-annually, we can hopefully avoid large impactful increases when a problem arises.

Justification for the increase include the following:

1. Local Service Line Inventory (Lead & Copper). As the deadline for inventory approaches and potential funding becomes available, we anticipate the City will have to provide a match to funds received. Healthy reserve funds help mitigate the impact on customers.
2. The 13th St water tower is 100 years old this year. We need to begin planning for replacement to include land acquisition and construction costs.
3. The 4th St & Van Buren water tower is 91 years old this year. Same reasoning as above.
4. Repairs and upkeep to our aging water and wastewater treatment plants.

As of today, the Water Equipment Reserve fund has \$313,157 and the Sewer Equipment Reserve Fund has \$112,934. Expenses for 2023 are \$90,597 for the Water ER Fund and zero for the Sewer ER Fund. Anticipated expenditures for 2024 will be roof and exterior façade repair for the Water Treatment Plant, estimated cost \$60K - \$100K.

Water Rates

Residential: Inside CL - \$18.77 to \$18.96
 Outside CL - \$37.54 to \$37.92
Commercial: same as residential

Sewer Rates

Inside CL: \$15.30 to \$15.45
Outside CL: \$22.94 to \$23.17

Recommendation:

Approve ordinance 23-3442 amending ordinance 22-3412 increase the base water and sewer rates 1% effective February 1, 2024.

Fiscal Note:

Based on projected 2023 revenue on metered sales, the extra revenue would be a minimum of \$18,799 for the water fund and \$15,872 for the sewer fund.

ORDINANCE NO. 22-3412

AN ORDINANCE AMENDING CHAPTER 7, SECTIONS 7-505, 7-901, AND 7-902 OF THE CITY CODE OF THE CITY OF ABILENE PERTAINING TO SEWER AND WATER RATES WITHIN THE CITY OF ABILENE, KANSAS; AND REPEALING EXISTING SECTIONS 7-505, 7-901, AND 7-902.

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

SECTION ONE. Section 7-505 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

7-505. Sewer rates

The sewer rates for all residential, commercial, and industrial users of the municipal wastewater collection and treatment system shall be a minimum monthly charge of fifteen dollars and thirty cents (\$15.30), plus an additional monthly charge of sixty-three and eight-tenths cents (\$0.638) for each 100 gallons of winter water use. The sewer rates for all extraterritorial residential, commercial, and industrial users of the municipal wastewater collection and treatment system shall be a minimum monthly charge of twenty-two dollars and ninety-four cents (\$22.94), plus an additional monthly charge of ninety-five and six-tenths cents (\$0.956) for each 100 gallons of winter water use.

SECTION TWO. Section 7-901 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

7-901. Residential rates.

The monthly water rates for residential users shall be as follows:

(a) Monthly Usage Minimum Service Charge.

- (1) Water usage as shown on the January, February and March billing is averaged to determine a water use average for both residential accounts. Usage that falls within this average will be billed at the Base Tier rate as established by ordinance.
- (2) Any usage that exceeds the water use average by 20% (hereinafter "Base Tier Allotment") will be billed at the Conservation Tier rate as established by ordinance for residential accounts. Any customer without an established water use average will be allotted fifty gallons per person per day until a new water use average is established. The water use average shall be recalculated annually after the March billing date.
- (3) All residential usage that exceeds the Base Tier Allotment during times of official "Water Emergency" periods, as defined by Chapter 7, Article 10 will be

billed at the Emergency Tier rate for Water Emergency, as established by ordinance.

(b) Water Rates for Residential Customers. The water rates for residential consumers, and the effective dates of such rates, shall be determined by the governing body and shall be specified in an ordinance authorizing the same, and may be amended by ordinance of the governing body. The following rates are currently in effect at the time of passage of the ordinance from which this section is derived, and shall continue in full force and effect until any new or different rate goes into effect:

- (1) Residential Inside City:
 - Monthly Minimum Charge: \$18.77
 - Base Tier: \$0.443 per 100 gallons
 - Conservation Tier: Suspended
 - Emergency Tier: (declared water emergency only): Suspended
- (2) Residential Outside City:
 - Monthly Minimum Charge: \$37.54
 - Base Tier: \$0.888 per 100 gallons
 - Conservation Tier: Suspended
 - Emergency Tier: (declared water emergency only): Suspended

SECTION THREE. Section 7-902 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

7-902. Commercial rates.

The monthly water rates for commercial users shall be as follows:

(a) Water Rates for Commercial Customers. The water rates for business consumers, and the effective dates of such rates, shall be determined by the governing body and shall be specified in an ordinance authorizing the same, and may be amended by ordinance of the governing body. The following rates are currently in effect at the time of passage of the ordinance from which this section is derived, and shall continue in full force and effect until any new or different rate goes into effect:

- (1) Commercial Inside City:
 - Monthly Minimum Charge: \$18.77
 - 0-225,000 gallons: \$0.443 per 100 gallons
 - 225,001 or higher: \$0.375 per 100 gallons
 - 225,001 or higher (declared water emergency only): Suspended
- (2) Commercial Outside City:
 - Monthly Minimum Charge: \$37.54
 - 0-225,000 gallons: \$0.888 per 100 gallons
 - 225,001 or higher: \$0.750 per 100 gallons
 - 225,001 or higher (declared water emergency only): Suspended

- (3) During times of official "Water Emergency" periods, as defined by Chapter 7, Article 10 commercial usage will be billed at the Emergency Tier rate for Water Emergency, as established by ordinance.

SECTION FOUR. Existing Sections 7-505, 7-901, and 7-902 are hereby repealed.

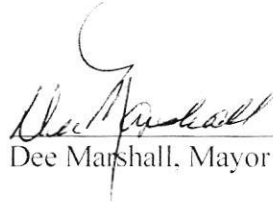
SECTION FIVE. This ordinance shall be in full force and effect on March 1, 2022, after its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. 22-3412 Summary

On February 14, 2022, the City Commission passed Ordinance No. 22-3412. The ordinance amends Chapter 7, Sections 7-505, 7-901, and 7-902 of the City Code of the City of Abilene, Kansas pertaining to sewer and water rates within the City of Abilene, Kansas. The ordinance shall be in full force and effect on March 1, 2022, after the publication of this summary once in the official city newspaper. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City's legal counsel.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas, this 14th day of February, 2022.

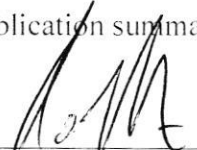



Dee Marshall, Mayor

Attest:

Shayla L. Mohr, City Clerk

The publication summary set forth above is certified this 14th day of February, 2022.


Aaron O. Martin, City Attorney

ORDINANCE NO. 22-3412

AN ORDINANCE AMENDING CHAPTER 7, SECTIONS 7-505, 7-901, AND 7-902 OF THE CITY CODE OF THE CITY OF ABILENE PERTAINING TO SEWER AND WATER RATES WITHIN THE CITY OF ABILENE, KANSAS; AND REPEALING EXISTING SECTIONS 7-505, 7-901, AND 7-902.

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

SECTION ONE. Section 7-505 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

7-505. Sewer rates

The sewer rates for all residential, commercial, and industrial users of the municipal wastewater collection and treatment system shall be a minimum monthly charge of fifteen dollars and thirty cents (\$15.30), plus an additional monthly charge of sixty-three and eight-tenths cents (\$0.638) for each 100 gallons of winter water use. The sewer rates for all extraterritorial residential, commercial, and industrial users of the municipal wastewater collection and treatment system shall be a minimum monthly charge of twenty-two dollars and ninety-four cents (\$22.94), plus an additional monthly charge of ninety-five and six-tenths cents (\$0.956) for each 100 gallons of winter water use.

SECTION TWO. Section 7-901 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

7-901. Residential rates.

The monthly water rates for residential users shall be as follows:

(a) Monthly Usage Minimum Service Charge.

- (1) Water usage as shown on the January, February and March billing is averaged to determine a water use average for both residential accounts. Usage that falls within this average will be billed at the Base Tier rate as established by ordinance.
- (2) Any usage that exceeds the water use average by 20% (hereinafter "Base Tier Allotment") will be billed at the Conservation Tier rate as established by ordinance for residential accounts. Any customer without an established water use average will be allotted fifty gallons per person per day until a new water use average is established. The water use average shall be recalculated annually after the March billing date.
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billed at the Emergency Tier rate for Water Emergency, as established by ordinance.

(b) Water Rates for Residential Customers. The water rates for residential consumers, and the effective dates of such rates, shall be determined by the governing body and shall be specified in an ordinance authorizing the same, and may be amended by ordinance of the governing body. The following rates are currently in effect at the time of passage of the ordinance from which this section is derived, and shall continue in full force and effect until any new or different rate goes into effect:

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 - Monthly Minimum Charge: \$37.54
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 - Conservation Tier: Suspended
 - Emergency Tier: (declared water emergency only): Suspended

SECTION THREE. Section 7-902 of the City Code of the City of Abilene, Kansas is hereby amended to read as follows:

7-902. Commercial rates.

The monthly water rates for commercial users shall be as follows:

(a) Water Rates for Commercial Customers. The water rates for business consumers, and the effective dates of such rates, shall be determined by the governing body and shall be specified in an ordinance authorizing the same, and may be amended by ordinance of the governing body. The following rates are currently in effect at the time of passage of the ordinance from which this section is derived, and shall continue in full force and effect until any new or different rate goes into effect:

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 - 225,001 or higher: \$0.750 per 100 gallons
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- (3) During times of official "Water Emergency" periods, as defined by Chapter 7, Article 10 commercial usage will be billed at the Emergency Tier rate for Water Emergency, as established by ordinance.

SECTION FOUR. Existing Sections 7-505, 7-901, and 7-902 are hereby repealed.

SECTION FIVE. This ordinance shall be in full force and effect on March 1, 2022, after its adoption and publication once in the official city newspaper by the following summary:

Ordinance No. 22-3412 Summary

On February 14, 2022, the City Commission passed Ordinance No. 22-3412. The ordinance amends Chapter 7, Sections 7-505, 7-901, and 7-902 of the City Code of the City of Abilene, Kansas pertaining to sewer and water rates within the City of Abilene, Kansas. The ordinance shall be in full force and effect on March 1, 2022, after the publication of this summary once in the official city newspaper. A complete copy of the ordinance is available online at www.abilenecityhall.com or in the office of the City Clerk, 419 N. Broadway Street in Abilene, Kansas, free of charge. This summary is certified by the City's legal counsel.

APPROVED AND PASSED by the Governing Body of the City of Abilene, Kansas, this 14th day of February, 2022.




Dee Marshall, Mayor

Attest:


Shayla L. Mohr, City Clerk

The publication summary set forth above is certified this 14th day of February, 2022.


Aaron O. Martin, City Attorney



City Commission

Trevor Witt
Mayor

John Kollhoff
Vice-Mayor

Brandon Rein
Council Member

Wendy Miller
Council Member

Dee Marshall
Council Member

CITY STAFF

Ron Marsh
City Manager

Leann Johnson
Finance Director

Shayla Mohr
City Clerk

Kari Zook
Community Development

Kellee Timbrook
Recreation Director

Julie Roller Weeks
CVB Director

Anna Hatter
Chief of Police

Kale Strunk
Fire Chief

Brad Anderson
Public Works Director

City Commission Meeting Date: Monday, December 11, 2023

Session: Study Session

Topic: KDOT Cost Share Award for 14th St and Van Buren Intersection

Department: Public Works/Administration

Staff Contact: City Manager

Background:

On November 28, 2023 the City of Abilene was awarded \$724,500 from the Kansas Department of Transportation for the Fall 2023 Cost Share Grant.

The city, County and respective engineers meet on December 4 to begin planning and exploring options. In order to get as much public input as possible, we will host a community meeting pertaining to this project on January 9, 2024, at 6 pm in the commission meeting room at the library. Different options will be available for citizens to look at and provide input.

All commissioners are invited to attend. The Dickinson County Commissioners are also invited to attend. The meeting will be published to comply with the Kansas Open Meetings Act.

Recommendation:

Fiscal Note:

Funding Source:



DICKINSON COUNTY CLERK

JEANNE LIVINGSTON

109 E 1ST Street
P.O. Box 248--Abilene, KS 67410
Office: 785-263-3774 Fax: 785-263-2045

November 28, 2023

ALL ENTITIES

Enclosed please find a copy of the certificate page showing your final valuation and levy for you 2024 budget.

This is your copy to keep, please put it with your budget. Please let me know if you have any questions.

Sincerely,

Jeanne Livingston

County Clerk/Election Officer

Enc:

2024

CERTIFICATE

To the Clerk of Dickinson County, State of Kansas

We, the undersigned, officers of

City of Abilene

- certify that (1) the hearing mentioned in the attached publication was held;
(2) after the Budget Hearing this budget was duly approved and adopted as the
maximum expenditures for the various funds for the year 2024; and
(3) the Amount(s) of 2023 Ad Valorem Tax are within statutory limitations

		2024 Adopted Budget		
		Budget Authority for Expenditures	Amount of 2023 Ad Valorem Tax	Final Tax Rate (County Clerk's Use Only)
Table of Contents:		Page No.		
Allocation of MVT, RVT, 16/20M Veh Tax		2		
Schedule of Transfers		3		
Statement of Indebtedness		4		
Statement of Lease-Purchases		5		
Computation to Determine State Library Grant		7		
Fund	K.S.A.			
General	12-101a	7	7,438,043	2,071,596
Debt Service	10-113	8	538,368	342,673
Library	12-1220	8	581,072	532,954
Airport	3-113a	9	947,098	
Fire Apparatus	12-110c	9	156,075	123,245
Capital Improvement	12-1,118	10		
		10		
Special Highway		11	2,256,926	
Sales Tax Street		11	1,115,989	
Recycle		12	300,512	
Storm Water		12	90,964	
Special Parks & Recreation		13	14,980	
Special Alcohol & Drug		13	24,852	
Special Revenue Library/Pool		14		
8th Street Project		14		
Water		15	2,522,411	
Sewer		16	2,121,355	
Recreation Commission		17	885,998	
Convention & Visitors Bureau		18	268,856	
Non-Budgeted Funds-A		19		
Non-Budgeted Funds-B		20		
Totals		ANXXXX	19,263,499	3,070,468
Budget Hearing Notice				
Combined Rate and Budget Hearing Notice		21		
RNR Hearing Notice				
Neighborhood Revitalization				

County Clerk's Use Only

64,833,823

Nov 1, 2023 Total
Assessed Valuation

Revenue Neutral Rate 47.448

Assisted by _____

Address: _____

Email: _____

Attest: _____ 2023

County Clerk

Trevor D. Witt, Mayor

John Kollhoff, Vice-Mayor

Dee Marshall, City Commissioner

Brandon Rein, City Commissioner

Wendy Miller, City Commissioner
Governing Body

CPA Summary

CITY OF ABILENE

12/05/23 3:53 PM

Page 1

***Check Detail Register©**

Batch: 121123PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
002000 Astra Bank checking					
36542	12/11/23	ABILENE ANIMAL HOSPITAL, PA			
E 001-002-520920		ANIMAL CARE	\$893.33	STM 120423	BOARDING FEES
		Total	\$893.33		
36543	12/11/23	ABILENE REFLECTOR-CHRONICLE			
E 001-001-520320		PRINTING & ADVERTISI	\$21.34	STM 113023	LEGALS & ADS NOV 2023
E 002-024-520320		PRINTING & ADVERTISI	\$21.33	STM 113023	LEGALS & ADS NOV 2023
E 004-043-520320		PRINTING & ADVERTISI	\$21.33	STM 113023	LEGALS & ADS NOV 2023
E 001-004-520910		DUES-SUBSCRIPTIONS-	\$32.00	STM 113023	LEGALS & ADS NOV 2023
E 001-008-520260		SPECIAL PROJECTS	\$135.00	STM 113023	LEGALS & ADS NOV 2023
		Total	\$231.00		
36544	12/11/23	ABILENE RENT-ALL & SALES, INC			
E 001-001-520320		PRINTING & ADVERTISI	\$11.66	20566-01	LSLI SIGN RENTAL
E 002-024-520320		PRINTING & ADVERTISI	\$11.68	20566-01	LSLI SIGN RENTAL
E 004-043-520320		PRINTING & ADVERTISI	\$11.66	20566-01	LSLI SIGN RENTAL
E 001-001-520260		SPECIAL PROJECTS	\$100.00	20666	TREE SHEAR RENTAL FOR XMAS TREES
		Total	\$135.00		
36545	12/11/23	ABILENE TERMITE & PEST CO			
E 004-042-520610		BUILDING MAINTENANC	\$175.00	10342	PEST CONTROL WWTP, WTP & YARD
E 002-023-520610		BUILDING MAINTENANC	\$175.00	10343	PEST CONTROL WWTP, WTP & YARD
E 001-004-520610		BUILDING MAINTENANC	\$95.00	8192	PEST CONTROL WWTP, WTP & YARD
		Total	\$445.00		
36546	12/11/23	AQUA-AEROBIC SYSTEMS, INC			
E 004-042-520620		EQUIPMENT REP & MAI	\$2,000.00	1039986	SERVIC TECH TO REPLACE SPRING PIN ON DECANT WEIR
		Total	\$2,000.00		
36547	12/11/23	ARLAN CO INC			
E 001-007-521220		POOL SUPPLIES	\$1,797.10	15461	DECK CHAIRS
E 001-007-521220		POOL SUPPLIES	\$562.55	15464	UMBRELLAS
		Total	\$2,359.65		
36548	12/11/23	BIZ SWAG			
E 001-008-520320		PRINTING & ADVERTISI	\$190.00	2474	APPAREL FOR COM DEVO//INSP/FMS
E 001-011-520970		MISCELLANEOUS SERVI	\$219.00	2474	APPAREL FOR COM DEVO//INSP/FMS
E 001-001-521010		OFFICE SUPPLIES	\$26.67	2474	APPAREL FOR COM DEVO//INSP/FMS
E 002-024-521010		OFFICE SUPPLIES	\$26.67	2474	APPAREL FOR COM DEVO//INSP/FMS
E 004-043-521010		OFFICE SUPPLIES	\$26.66	2474	APPAREL FOR COM DEVO//INSP/FMS
E 004-041-521150		UNIFORMS & ALTERATI	\$108.00	2532	SHIRTS EMBROIDERED - BRAD
		Total	\$597.00		
36549	12/11/23	BLACKWELL & STRUBLE			
E 001-012-520110		LEGAL	\$250.00	STM 112823	CASEY HOWELL 23-0304
E 001-012-520110		LEGAL	\$250.00	STM 112823	JUSTIN TATE 23-0130
E 001-012-520110		LEGAL	\$250.00	STM 112823	KIRSTIE FRY 23-0293
E 001-012-520110		LEGAL	\$250.00	STM 112823	CHRIS JONES 23-0008
E 001-012-520110		LEGAL	\$250.00	STM 112823	MELISSA CHAMPION 23-0237

CITY OF ABILENE

12/05/23 3:53 PM

Page 2

***Check Detail Register©**

Batch: 121123PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-012-520110		LEGAL	\$250.00	STM 112823	SETH BOGART 23-0172
E 001-012-520110		LEGAL	\$250.00	STM 112823	BRYAN LAGOW 23-5110
E 001-012-520110		LEGAL	\$250.00	STM 112823	JENNIFER RICHTER 23-0121
E 001-012-520110		LEGAL	\$250.00	STM 112823	BRENDA THACKER 23-0101
Total			\$2,250.00		
36550	12/11/23	BLACKWELL, GREG			
E 015-153-520780		REFUND EXPENSE	\$12.37	62996464	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	62996493	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	62996514	REFUND SANTA TRAIN
Total			\$37.11		
36551	12/11/23	BRYANT, CHRISTA			
E 015-153-520780		REFUND EXPENSE	\$72.00	62996634	REFUND SANTA TRAIN
Total			\$72.00		
36552	12/11/23	CATLETT AUTOMOTIVE INC			
E 001-004-520620		EQUIPMENT REP & MAI	(\$9.00)	149779	CREDIT FROM JUNE
E 001-004-521080		TOOLS & MINOR EQUIP	\$47.96	163851	EARPLUGS
E 001-004-520620		EQUIPMENT REP & MAI	\$75.98	164035	#21 MUD FLAP
E 001-002-520600		VEHICLE EXPENSES	\$37.32	164055	APD OIL FILTER
E 001-001-520600		VEHICLE EXPENSES	\$17.14	164099	MAINTENANCE ON TRUCK
E 002-024-520600		VEHICLE EXPENSES	\$17.13	164099	MAINTENANCE ON TRUCK
E 004-043-520600		VEHICLE EXPENSES	\$17.13	164099	MAINTENANCE ON TRUCK
E 001-004-520620		EQUIPMENT REP & MAI	\$15.26	164145	#02 DOOR REPAIR
E 001-004-520620		EQUIPMENT REP & MAI	\$95.94	164377	DIESEL TREATMENT
E 001-002-520600		VEHICLE EXPENSES	\$79.30	164486	APD OIL FILTERS
E 001-004-521080		TOOLS & MINOR EQUIP	(\$3.76)	164991	REFUND TAX CHARGED ON 163851
Total			\$390.40		
36553	12/11/23	CINTAS			
E 004-042-521140		FIRST AID & MEDICAL S	\$43.70	5185831618	1ST AID CABINETS - WWTP, R. CENTER & YARD
E 003-000-521140		FIRST AID & MEDICAL S	\$43.84	5185831644	1ST AID CABINETS - WWTP, R. CENTER & YARD
E 001-004-521140		FIRST AID & MEDICAL S	\$34.06	5185831679	1ST AID CABINETS - WWTP, R. CENTER & YARD
Total			\$121.60		
36554	12/11/23	COOPER, KELLY			
E 001-001-520610		BUILDING MAINTENANC	\$200.00	STM 113023	NOV 2023 CLEANING
E 001-002-520610		BUILDING MAINTENANC	\$200.00	STM 113023	NOV 2023 CLEANING
E 001-008-520610		BUILDING MAINTENANC	\$200.00	STM 113023	NOV 2023 CLEANING
E 001-013-521260		CONTRACT LABOR	\$900.00	STM 113023	NOV 2023 CLEANING
E 001-015-520710		CIVIC CENTER MAINTEN	\$800.00	STM 113023	NOV 2023 CLEANING
E 002-024-520610		BUILDING MAINTENANC	\$200.00	STM 113023	NOV 2023 CLEANING
E 004-043-520610		BUILDING MAINTENANC	\$200.00	STM 113023	NOV 2023 CLEANING
Total			\$2,700.00		
36555	12/11/23	DAVIS, KRISTINA			
E 015-153-520780		REFUND EXPENSE	\$61.85	62996666	REFUND SANTA TRAIN

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$61.85		
36556	12/11/23	DK CTY ADMINISTRATION			
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$150.84	1813	DIESEL
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$558.58	1814	DIESEL
Total			\$709.42		
36557	12/11/23	EHRICH, JODY			
E 015-153-520780		REFUND EXPENSE	\$37.12	62996726	REFUND SANTA TRAIN
Total			\$37.12		
36558	12/11/23	ELLIOTT, GIAHNNA			
E 015-153-520780		REFUND EXPENSE	\$12.37	63000739	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$49.49	63000769	REFUND SANTA TRAIN
Total			\$61.86		
36559	12/11/23	EVERGY			
E 001-015-520510		ELECTRIC SERVICE	\$55.22	1219189162	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$23.38	1247021166	NOV 2023 ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$86.10	1264060667	NOV 2023 ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$39.01	1702117183	NOV 2023 ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$24.60	1717190452	NOV 2023 ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$189.93	1758193262	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.92	1904884672	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$72.25	1906689737	NOV 2023 ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$82.71	2021258017	NOV 2023 ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$11,559.99	246831701	NOV 2023 ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$54.38	2549851829	NOV 2023 ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$35.74	2650162371	NOV 2023 ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$32.32	2791000927	NOV 2023 ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$79.38	288914741	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$20.89	30783521	NOV 2023 ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$20.89	30783521	NOV 2023 ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$20.89	30783521	NOV 2023 ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$20.88	30783521	NOV 2023 ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$52.38	3082543925	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.97	3413762565	NOV 2023 ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$261.97	3413870642	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$17.13	3443600738	NOV 2023 ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$17.13	3443600738	NOV 2023 ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$17.13	3443600738	NOV 2023 ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$17.12	3443600738	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.92	3740342691	NOV 2023 ELECTRIC SERVICE
E 015-157-520510		ELECTRIC SERVICE	\$1,760.87	3933636584	NOV 2023 ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$27.65	4212846087	NOV 2023 ELECTRIC SERVICE
E 001-004-520500		STREET LIGHTING	\$42.38	4288064106	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.92	4554030512	NOV 2023 ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$76.02	46675959	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$57.10	4867778321	NOV 2023 ELECTRIC SERVICE
E 001-003-520510		ELECTRIC SERVICE	\$173.35	4898116762	NOV 2023 ELECTRIC SERVICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-001-520510		ELECTRIC SERVICE	\$173.35	4898116762	NOV 2023 ELECTRIC SERVICE
E 001-002-520510		ELECTRIC SERVICE	\$173.35	4898116762	NOV 2023 ELECTRIC SERVICE
E 002-024-520510		ELECTRIC SERVICE	\$173.35	4898116762	NOV 2023 ELECTRIC SERVICE
E 004-043-520510		ELECTRIC SERVICE	\$173.35	4898116762	NOV 2023 ELECTRIC SERVICE
E 001-008-520510		ELECTRIC SERVICE	\$173.35	4898116762	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$13.16	5054322132	NOV 2023 ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$28.99	5516010740	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.92	5751904663	NOV 2023 ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$38.09	5964839866	NOV 2023 ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$32.68	6023481527	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$64.93	6046634008	NOV 2023 ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$64.93	6046634008	NOV 2023 ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$64.93	6046634008	NOV 2023 ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$64.92	6046634008	NOV 2023 ELECTRIC SERVICE
E 004-041-520510		ELECTRIC SERVICE	\$61.92	6177125769	NOV 2023 ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$61.53	6392647180	NOV 2023 ELECTRIC SERVICE
E 003-000-520510		ELECTRIC SERVICE	\$238.04	6409144687	NOV 2023 ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$103.29	6495096418	NOV 2023 ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$379.96	6524781973	NOV 2023 ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$33.23	661408984	NOV 2023 ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$24.62	678816549	NOV 2023 ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$36.60	6955064227	NOV 2023 ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$97.05	6986074708	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$49.51	7000718326	NOV 2023 ELECTRIC SERVICE
E 001-013-520510		ELECTRIC SERVICE	\$508.75	7064307381	NOV 2023 ELECTRIC SERVICE
E 001-015-520510		ELECTRIC SERVICE	\$187.08	7288502631	NOV 2023 ELECTRIC SERVICE
E 002-022-520510		ELECTRIC SERVICE	\$255.45	7415927166	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.92	7484828978	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$13.83	7576542461	NOV 2023 ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$4,533.86	771952302	NOV 2023 ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$72.65	7850192618	NOV 2023 ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$47.09	786713586	NOV 2023 ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,161.33	7868072027	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$32.12	7954110285	NOV 2023 ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$25.23	7992075847	NOV 2023 ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$39.16	7993583651	NOV 2023 ELECTRIC SERVICE
E 004-042-520510		ELECTRIC SERVICE	\$19,125.34	8139961807	NOV 2023 ELECTRIC SERVICE
E 001-006-520510		ELECTRIC SERVICE	\$81.79	8163245625	NOV 2023 ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$13.14	8181824446	NOV 2023 ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$1,387.60	8186660933	NOV 2023 ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$68.17	855312560	NOV 2023 ELECTRIC SERVICE
E 002-023-520510		ELECTRIC SERVICE	\$80.20	8623625247	NOV 2023 ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$536.35	8631656121	NOV 2023 ELECTRIC SERVICE
E 001-002-520510		ELECTRIC SERVICE	\$52.07	8724162661	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$16.99	8745617303	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$48.52	8813700102	NOV 2023 ELECTRIC SERVICE
E 001-004-520510		ELECTRIC SERVICE	\$11.92	8966692659	NOV 2023 ELECTRIC SERVICE
E 001-001-520510		ELECTRIC SERVICE	\$24.60	9031558905	NOV 2023 ELECTRIC SERVICE
E 005-000-520510		ELECTRIC SERVICE	\$16.92	9053666773	NOV 2023 ELECTRIC SERVICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		E 001-006-520510	ELECTRIC SERVICE	\$26.78	9255132041 NOV 2023 ELECTRIC SERVICE
		E 001-006-520510	ELECTRIC SERVICE	\$24.60	9348861379 NOV 2023 ELECTRIC SERVICE
		E 001-006-520510	ELECTRIC SERVICE	\$73.36	950991929 NOV 2023 ELECTRIC SERVICE
		E 002-023-520510	ELECTRIC SERVICE	\$1,525.71	9659465165 NOV 2023 ELECTRIC SERVICE
		E 001-004-520510	ELECTRIC SERVICE	\$8.72	9946085408 NOV 2023 ELECTRIC SERVICE
		E 002-023-520510	ELECTRIC SERVICE	\$8.72	9946085408 NOV 2023 ELECTRIC SERVICE
		E 002-022-520510	ELECTRIC SERVICE	\$8.72	9946085408 NOV 2023 ELECTRIC SERVICE
		E 004-041-520510	ELECTRIC SERVICE	\$8.71	9946085408 NOV 2023 ELECTRIC SERVICE
		E 002-023-520510	ELECTRIC SERVICE	\$143.56	9960246323 NOV 2023 ELECTRIC SERVICE
		E 001-006-520510	ELECTRIC SERVICE	\$37.24	9994690522 NOV 2023 ELECTRIC SERVICE
		Total		\$47,541.77	
36560	12/11/23	FREDERICH, EMILY			
		E 050-000-520290	COURT BOND REFUND	\$160.00	STM 120423 23-0265 BOND REFUND
		Total		\$160.00	
36561	12/11/23	FREDERKING, GARY			
		E 015-153-520780	REFUND EXPENSE	\$36.00	63000876 REFUND SANTA TRAIN
		Total		\$36.00	
36562	12/11/23	GALLS, LLC			
		E 001-002-521150	UNIFORMS & ALTERATI	\$43.07	026232379 BLACKINTON NAMETAG
		Total		\$43.07	
36563	12/11/23	GONZALEZ-ORELLANA, JAIME			
		E 001-012-520976	RESTITUTION	\$250.00	STM 120423 REFUND OVERPAYMENT WITH M.O. 23-0122
		Total		\$250.00	
36564	12/11/23	GRAHAM, KATIE			
		E 015-153-520780	REFUND EXPENSE	\$72.00	63000911 REFUND SANTA TRAIN
		Total		\$72.00	
36565	12/11/23	GUFFEY PROPERTIES, LLC			
		E 038-000-540610	CID SALES TAX	\$2,708.93	STM 112723 CID PROPERTY FAMILY DOLLAR LESS 2% ADMIN FEE - NOV 2023
		Total		\$2,708.93	
36566	12/11/23	HAMM, INC			
		E 001-004-520660	ALLEY MAINTENANCE	\$1,586.26	553765 WASHED ROCK
		Total		\$1,586.26	
36567	12/11/23	HEAVY TRUCK REPAIR AND TIRE INC			
		E 001-005-520620	EQUIPMENT REP & MAI	\$260.50	1322 TIRES FOR TIGER
		Total		\$260.50	
36568	12/11/23	HOLM AUTOMOTIVE CENTER			
		E 001-002-520600	VEHICLE EXPENSES	\$1,406.42	364698 VEHICLE EXPENSES
		Total		\$1,406.42	
36569	12/11/23	BRAD HOMMAN			
		E 001-003-521231	FIRE EQUIPMENT	\$128.00	9052 RADIO REPAIR T39

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
Total			\$128.00		
36570	12/11/23	IMAGE QUEST			
E 015-151-521045		OFFICE EQUIPMENT	\$10.33	IN4866508	MONTHLY CONTRACT
E 001-001-520700		RENT-CONTRACTS-MAI	\$37.58	IN4866573	CCONTRAC 3 HP PRINTERS 11/28-12/27/23
E 002-024-520700		RENT-CONTRACTS-MAI	\$37.58	IN4866573	CCONTRAC 3 HP PRINTERS 11/28-12/27/23
E 004-043-520700		RENT-CONTRACTS-MAI	\$37.58	IN4866573	CCONTRAC 3 HP PRINTERS 11/28-12/27/23
Total			\$123.07		
36571	12/11/23	J & A ELECTRIC			
E 001-006-520610		BUILDING MAINTENANC	\$85.00	3167	MOVED WIRE TO TIME CLOCK ON BREAKER
Total			\$85.00		
36572	12/11/23	JERRY A. MILLER			
E 005-000-520141		AWOS	\$425.00	STM 121823	DEC 2023 AWOS
Total			\$425.00		
36573	12/11/23	JOHN'S AUTO UPHOLSTERY			
E 015-156-523770		COMMUNITY EDUCATIO	\$12.50	759875	REPAIR PICKLEBALL NET
Total			\$12.50		
36574	12/11/23	KANSAS GAS SERVICE			
E 001-015-520509		GAS SERVICE	\$186.67	51001600410	GAS SERVICE
E 001-013-520509		GAS SERVICE	\$206.09	51001600410	GAS SERVICE
E 015-157-520509		GAS SERVICE	\$568.46	51001600410	GAS SERVICE
E 001-006-520509		GAS SERVICE	\$426.72	51001600410	GAS SERVICE
E 002-023-520509		GAS SERVICE	\$81.56	51001600410	GAS SERVICE
E 001-001-520509		GAS SERVICE	\$71.72	51001600410	GAS SERVICE
E 001-002-520509		GAS SERVICE	\$71.72	51001600410	GAS SERVICE
E 002-024-520509		GAS SERVICE	\$71.72	51001600410	GAS SERVICE
E 004-043-520509		GAS SERVICE	\$71.72	51001600410	GAS SERVICE
E 001-003-520509		GAS SERVICE	\$71.72	51001600410	GAS SERVICE
E 001-008-520509		GAS SERVICE	\$71.72	51001600410	GAS SERVICE
E 001-004-520509		GAS SERVICE	\$19.68	51001600410	GAS SERVICE
E 002-022-520509		GAS SERVICE	\$19.68	51001600410	GAS SERVICE
E 004-041-520509		GAS SERVICE	\$19.68	51001600410	GAS SERVICE
E 001-004-520509		GAS SERVICE	\$70.77	51001600410	GAS SERVICE
E 002-022-520509		GAS SERVICE	\$70.77	51001600410	GAS SERVICE
E 004-041-520509		GAS SERVICE	\$70.77	51001600410	GAS SERVICE
Total			\$2,171.17		
36575	12/11/23	KANSAS ONE-CALL SYSTEM, INC			
E 004-041-520970		MISCELLANEOUS SERVI	\$111.60	3110132	NOVEMBER LOCATES
Total			\$111.60		
36576	12/11/23	KIWANIS CLUB OF ABILENE			
E 001-001-520910		DUES-SUBSCRIPTIONS-	\$56.00	STM 112823	MEMBERSHIP DUES LEANN JOHNSON
E 002-024-520910		DUES-SUBSCRIPTIONS-	\$56.00	STM 112823	MEMBERSHIP DUES LEANN JOHNSON
E 004-043-520910		DUES-SUBSCRIPTIONS-	\$56.00	STM 112823	MEMBERSHIP DUES LEANN JOHNSON
Total			\$168.00		

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
36577	12/11/23	LEAGUE, KATHLEEN			
E 015-153-520780		REFUND EXPENSE	\$48.00	63001841	REFUND SANTA TRAIN
		Total	\$48.00		
36578	12/11/23	LEGACY KANSAS, LLC			
E 038-000-540610		CID SALES TAX	\$945.24	STM 112723	CID PROPERTY LEGACY KS LESS 2% ADMIN FEE - NOV 2023
		Total	\$945.24		
36579	12/11/23	LUFFMAN, CHELSEA			
E 015-153-520780		REFUND EXPENSE	\$48.00	63001894	REFUND SANTA TRAIN
		Total	\$48.00		
36580	12/11/23	LUMBER HOUSE TRUE VALUE			
E 001-001-520260		SPECIAL PROJECTS	\$93.95	2311-146751	XMAS DECO REPAIR
E 001-004-520620		EQUIPMENT REP & MAI	\$6.79	2311-148525	ADHESIVE
E 001-004-521080		TOOLS & MINOR EQUIP	\$8.99	2311-148579	CAULK
E 002-022-520970		MISCELLANEOUS SERVI	\$26.97	2311-148659	BLUE SPRAY PAINT
E 001-005-520620		EQUIPMENT REP & MAI	\$14.99	2311-148752	SEALANT
E 004-041-521080		TOOLS & MINOR EQUIP	\$30.99	2311-148786	BAR CLAMP
E 001-004-521080		TOOLS & MINOR EQUIP	\$8.99	2311-148786	CAULK
E 004-042-520610		BUILDING MAINTENANC	\$18.58	2311-148997	HEAT BULB
E 001-004-521080		TOOLS & MINOR EQUIP	\$39.99	2311-149066	BIT DRILL COBALT SET
E 001-004-521080		TOOLS & MINOR EQUIP	\$19.99	2311-149138	DRILL BIT 3/4 IN
E 002-022-520661		WATER LINE MAINTENA	\$40.47	2311-149267	PRIMER, CEMENT, PVC PIPE
E 001-011-521080		TOOLS & MINOR EQUIP	\$26.27	2311-149387	INSPECTION DEPT SUPPLIES
E 001-004-521130		SIGNS MAINTENANCE	\$32.40	2312-149619	WOOD FORMS
E 002-022-520661		WATER LINE MAINTENA	\$9.99	2312-150681	PVC CAP
		Total	\$379.36		
36581	12/11/23	MELLEN & ASSOCIATES, INC			
E 004-042-520620		EQUIPMENT REP & MAI	\$1,943.35	34979	REPAIR DECANT VALVE ACTUATOR BASIN 3
		Total	\$1,943.35		
36582	12/11/23	MICHELLE WRIGHT			
E 038-000-540610		CID SALES TAX	\$20,529.63	STM 112723	CID PROPERTY ROSEROCK LESS 2% ADMIN FEE - NOV 2023
		Total	\$20,529.63		
36583	12/11/23	MIDWEST CONCRETE MATERIALS			
E 001-004-521280		CURB & GUTTER REPAI	\$1,127.00	642285	CURB & GUTTER 9TH & BROWN
		Total	\$1,127.00		
36584	12/11/23	MILLER, COURTNEY			
E 015-153-520780		REFUND EXPENSE	\$16.00	62967960	REFUND SANTA TRAIN
		Total	\$16.00		
36585	12/11/23	MOTION INDUSTRIES			
E 004-042-520620		EQUIPMENT REP & MAI	\$134.61	KS02-002534	CAPACITOR FOR DECANT WEIR
		Total	\$134.61		
36586	12/11/23	MUKAI, BRENDA			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 015-153-520780		REFUND EXPENSE	\$24.00	63002018	REFUND SANTA TRAIN
		Total	\$24.00		
36587	12/11/23	MULLEN, DAVID			
E 015-151-520600		VEHICLE EXPENSES	\$55.02	STM 120423	MILEAGE
		Total	\$55.02		
36588	12/11/23	NARAYAN, INC			
E 038-000-540610		CID SALES TAX	\$2,716.96	STM 112723	CID PROPERTY HOLIDAY I LESS 2% ADMIN FEE - NOV 2023
		Total	\$2,716.96		
36589	12/11/23	NEX-TECH RURAL TELEPHONE			
E 002-023-520520		TELEPHONE / INTERNE	\$57.19	329717	PHONE SERVICE
E 004-042-520520		TELEPHONE / INTERNE	\$110.88	329717	PHONE SERVICE
E 005-000-520520		TELEPHONE / INTERNE	\$114.38	329717	PHONE SERVICE
		Total	\$282.45		
36590	12/11/23	PACE ANALYTICAL SERVICES			
E 004-042-520210		LAB ANALYSIS & EQUIP	\$326.30	2360195717	SUSPENDED SOLIDS
E 004-042-520210		LAB ANALYSIS & EQUIP	\$326.30	2360195763	SUSPENDED SOLIDS
E 004-042-520210		LAB ANALYSIS & EQUIP	\$326.30	2360196185	SUSPENDED SOLIDS
E 004-042-520210		LAB ANALYSIS & EQUIP	\$427.70	2360196213	SUSPENDED SOLIDS
E 004-042-520210		LAB ANALYSIS & EQUIP	\$258.60	2360196214	SUSPENDED SOLIDS
E 004-042-520210		LAB ANALYSIS & EQUIP	\$250.00	2360196215	SUSPENDED SOLIDS
		Total	\$1,915.20		
36591	12/11/23	PIONEER FARM INC			
E 004-041-521080		TOOLS & MINOR EQUIP	\$23.98	638681	DIPPED GLOVES/JOINT PLIER
E 002-022-520970		MISCELLANEOUS SERVI	\$83.53	640413	MARKING PAINT & FLAGS
E 001-003-520610		BUILDING MAINTENANC	\$749.00	640432	SNOW BLOWER
E 004-042-520620		EQUIPMENT REP & MAI	\$21.98	640683	PRIMER & CEMENT COATING
E 002-022-521150		UNIFORMS & ALTERATI	\$42.99	640821	RUBBER BOOTS
E 001-001-520260		SPECIAL PROJECTS	\$1.65	640986	XMAS DECO REPAIRS
		Total	\$923.13		
36592	12/11/23	AVE-PLP, LLC			
E 004-042-520620		EQUIPMENT REP & MAI	\$85.26	1000965670	BLADE
		Total	\$85.26		
36593	12/11/23	RAHE, TIFFANY			
E 001-012-520976		RESTITUTION	\$41.00	STM 120423	RESTITUTION CASE #23-0218
		Total	\$41.00		
36594	12/11/23	REYNOSO, KINDRA			
E 015-153-520780		REFUND EXPENSE	\$12.37	62999592	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	62999617	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	62999639	REFUND SANTA TRAIN
		Total	\$37.11		
36595	12/11/23	RHODES, DUSTIN			

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-004-520270		TRAINING	\$12.65	STM 112823	LUNCH CDL TRAINING
		Total	\$12.65		
36596	12/11/23	ROASTER JOES, INC			
E 001-002-520970		MISCELLANEOUS SERVI	\$38.31	2064:312141	COFFEE
E 001-001-520970		MISCELLANEOUS SERVI	\$17.22	2064:312282	COFFEE
E 002-024-520970		MISCELLANEOUS SERVI	\$17.22	2064:312282	COFFEE
E 004-043-520970		MISCELLANEOUS SERVI	\$17.22	2064:312282	COFFEE
		Total	\$89.97		
36597	12/11/23	ROBSON OIL CO, INC			
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$551.59	62809	DEF & ANTIFREEZE
E 001-002-521060		GASOLINE-OIL-LUBRICA	\$2,454.05	STM 112523	FUEL
E 001-003-521060		GASOLINE-OIL-LUBRICA	\$234.46	STM 112523	FUEL
E 001-004-521060		GASOLINE-OIL-LUBRICA	\$1,029.03	STM 112523	FUEL
E 001-005-521060		GASOLINE-OIL-LUBRICA	\$75.55	STM 112523	FUEL
E 001-006-521060		GASOLINE-OIL-LUBRICA	\$331.64	STM 112523	FUEL
E 002-023-521060		GASOLINE-OIL-LUBRICA	\$159.70	STM 112523	FUEL
E 002-022-521060		GASOLINE-OIL-LUBRICA	\$154.49	STM 112523	FUEL
E 004-041-521060		GASOLINE-OIL-LUBRICA	\$157.35	STM 112523	FUEL
E 004-042-521060		GASOLINE-OIL-LUBRICA	\$70.34	STM 112523	FUEL
E 001-011-521060		GASOLINE-OIL-LUBRICA	\$52.10	STM 112523	FUEL
E 001-001-520600		VEHICLE EXPENSES	\$9.99	STM 112523	FUEL
E 002-024-520600		VEHICLE EXPENSES	\$9.98	STM 112523	FUEL
E 004-043-520600		VEHICLE EXPENSES	\$9.98	STM 112523	FUEL
		Total	\$5,300.25		
36598	12/11/23	RYAN & MULLIN, PA			
E 001-012-520110		LEGAL	\$3,250.00	STM 120123	DEC 2023 CITY PROSECUTOR
		Total	\$3,250.00		
36599	12/11/23	RYFF, SARAH			
E 015-153-520780		REFUND EXPENSE	\$12.37	63002186	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	63002217	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	63002262	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	63002292	REFUND SANTA TRAIN
		Total	\$49.48		
36600	12/11/23	SALINA SUPPLY CO			
E 002-022-520661		WATER LINE MAINTENA	(\$25.67)	S100249929.	PVC ELBOWS & COUPLINGS
E 002-022-520661		WATER LINE MAINTENA	\$130.42	S100255462.	PVC ELBOWS & COUPLINGS
E 002-022-520661		WATER LINE MAINTENA	\$63.06	S100255504.	PVC ELBOWS & COUPLINGS
		Total	\$167.81		
36601	12/11/23	SECURE SHRED OF N.C.K.			
E 001-004-520610		BUILDING MAINTENANC	\$43.25	INV111523	YARD SHRED CONTAINER
		Total	\$43.25		
36602	12/11/23	SECURITY FIRST TITLE LLC			
E 001-011-520265		DEMOLITIONS/NUISANC	\$225.00	OE008727	TITLE SEARCHES FOR FUTURE DANGEROUS STRUCTURE PROCEEDING

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-011-520650		SIDEWALKS - RESIDENT	\$225.00	OE008736	TITLE SEARCHES FOR FUTURE DANGEROUS STRUCTURE PROCEEDING
E 001-011-520650		SIDEWALKS - RESIDENT	\$225.00	OE008741	TITLE SEARCHES FOR FUTURE DANGEROUS STRUCTURE PROCEEDING
		Total	\$675.00		
36603	12/11/23	SIXTEEN 60 PUBLISHING CO.			
E 015-151-520320		PRINTING & ADVERTISI	\$198.35	5306	KS PREGAME AD
		Total	\$198.35		
36604	12/11/23	SUPERIOR SANITATION SERVICE			
E 001-015-520710		CIVIC CENTER MAINTEN	\$65.00	STM 120523	DEC 2023 TRASH SERVICE @ CVB, RECYCLE & WWTP
E 003-000-520610		BUILDING MAINTENANC	\$65.00	STM 120523	DEC 2023 TRASH SERVICE @ CVB, RECYCLE & WWTP
E 004-042-520610		BUILDING MAINTENANC	\$130.00	STM 120523	DEC 2023 TRASH SERVICE @ CVB, RECYCLE & WWTP
E 001-013-520610		BUILDING MAINTENANC	\$62.00	STM 120523	DEC 2023 TRASH SERVICE @ SC, PARKS & CC
E 015-157-520610		BUILDING MAINTENANC	\$58.00	STM 120523	DEC 2023 TRASH SERVICE @ SC, PARKS & CC
E 001-006-520610		BUILDING MAINTENANC	\$58.00	STM 120523	DEC 2023 TRASH SERVICE @ SC, PARKS & CC
		Total	\$438.00		
36605	12/11/23	SWEGART, MINO			
E 015-153-520780		REFUND EXPENSE	\$24.74	63000507	REFUND SANTA TRAIN
		Total	\$24.74		
36606	12/11/23	THE FLOWER BOX			
E 001-001-520800		AWARDS & CONTRIBUTI	\$63.00	39387	PLANT MINSON FUNERAL
		Total	\$63.00		
36607	12/11/23	KELLEE TIMBROOK			
E 015-151-520600		VEHICLE EXPENSES	\$99.56	STM 120423	MILEAGE
		Total	\$99.56		
36608	12/11/23	TRANSUNION RISK & ALTERNATIVE			
E 001-002-520705		SOFTWARE SUBSCRIPT	\$110.00	6199432-202	NOVEMBER BILLING
		Total	\$110.00		
36609	12/11/23	TRIPLETT, INC			
E 038-000-540610		CID SALES TAX	\$7,487.29	STM 112723	CID PROPERTY 6 LESS 2% ADMIN FEE - NOV 2023
		Total	\$7,487.29		
36610	12/11/23	TYLER, KIMBELY			
E 015-153-520780		REFUND EXPENSE	\$36.00	63002333	REFUND SANTA TRAIN
		Total	\$36.00		
36611	12/11/23	UNIFIRST CORPORATION			
E 004-042-520610		BUILDING MAINTENANC	\$225.40	STM 113023	UNIFORM SERVICE
E 004-042-521150		UNIFORMS & ALTERATI	\$286.95	STM 113023	UNIFORM SERVICE
E 002-023-520610		BUILDING MAINTENANC	\$92.71	STM 113023	UNIFORM SERVICE
E 002-023-521150		UNIFORMS & ALTERATI	\$464.80	STM 113023	UNIFORM SERVICE
E 001-004-521150		UNIFORMS & ALTERATI	\$393.80	STM 113023	UNIFORM SERVICE

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-005-521150		UNIFORMS & ALTERATI	\$135.50	STM 113023	UNIFORM SERVICE
E 002-022-521150		UNIFORMS & ALTERATI	\$64.43	STM 113023	UNIFORM SERVICE
E 004-041-521150		UNIFORMS & ALTERATI	\$317.91	STM 113023	UNIFORM SERVICE
E 005-000-520610		BUILDING MAINTENANC	\$40.87	STM 113023	UNIFORM SERVICE
E 015-157-520610		BUILDING MAINTENANC	\$75.58	STM 113023	UNIFORM SERVICE
E 001-013-521040		JANITOR SUPPLIES	\$191.98	STM 113023	UNIFORM SERVICE
		Total	\$2,289.93		
36612	12/11/23	US BANK EQUIPMENT FINANCE			
E 015-151-521045		OFFICE EQUIPMENT	\$262.56	516839719	MONTHLY COPIER CONTRACT
E 001-001-520700		RENT-CONTRACTS-MAI	\$128.00	516859147	CONTRACT COPIER 11/25-12/25/23
E 002-024-520700		RENT-CONTRACTS-MAI	\$127.99	516859147	CONTRACT COPIER 11/25-12/25/23
E 004-043-520700		RENT-CONTRACTS-MAI	\$127.99	516859147	CONTRACT COPIER 11/25-12/25/23
		Total	\$646.54		
36613	12/11/23	VAN DIEST CHEMICAL CO			
E 001-003-520610		BUILDING MAINTENANC	\$529.20	93797	ICE MELT
E 001-004-521170		SNOW CONTROL SUPPL	\$529.20	93797	ICE MELT
E 001-006-520610		BUILDING MAINTENANC	\$529.20	93797	ICE MELT
E 001-001-520610		BUILDING MAINTENANC	\$176.40	93797	ICE MELT
E 002-024-520610		BUILDING MAINTENANC	\$176.40	93797	ICE MELT
E 004-043-520610		BUILDING MAINTENANC	\$176.40	93797	ICE MELT
		Total	\$2,116.80		
36614	12/11/23	VICTORY PYROTECHNICS &			
E 001-001-520895		FIREWORKS	\$15,638.42	195	FIREWORKS DISPLAY
		Total	\$15,638.42		
36615	12/11/23	VOELTZ, LINDA			
E 015-153-520780		REFUND EXPENSE	\$12.00	63002378	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$144.00	63002410	REFUND SANTA TRAIN
		Total	\$156.00		
36616	12/11/23	VOGT, TIM			
E 015-153-520780		REFUND EXPENSE	\$12.37	63000594	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	63000636	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	63000654	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	63000675	REFUND SANTA TRAIN
		Total	\$49.48		
36617	12/11/23	VYVE BROADBAND			
E 001-001-520520		TELEPHONE / INTERNE	\$593.54	301-521155	DEC 2023 MONTHLY BILLING
E 002-024-520520		TELEPHONE / INTERNE	\$593.53	301-521155	DEC 2023 MONTHLY BILLING
E 004-043-520520		TELEPHONE / INTERNE	\$593.51	301-521155	DEC 2023 MONTHLY BILLING
E 001-002-520520		TELEPHONE / INTERNE	\$457.54	301-521155	DEC 2023 MONTHLY BILLING
E 001-003-520520		TELEPHONE / INTERNE	\$216.30	301-521155	DEC 2023 MONTHLY BILLING
E 001-004-520520		TELEPHONE / INTERNE	\$207.28	301-521155	DEC 2023 MONTHLY BILLING
E 001-006-520520		TELEPHONE / INTERNE	\$192.63	301-521155	DEC 2023 MONTHLY BILLING
E 001-007-520970		MISCELLANEOUS SERVI	\$163.68	301-521155	DEC 2023 MONTHLY BILLING
E 001-008-520520		TELEPHONE / INTERNE	\$163.68	301-521155	DEC 2023 MONTHLY BILLING

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 001-011-520520		TELEPHONE / INTERNE	\$163.68	301-521155	DEC 2023 MONTHLY BILLING
E 001-012-520520		TELEPHONE / INTERNE	\$168.68	301-521155	DEC 2023 MONTHLY BILLING
E 001-013-520520		TELEPHONE / INTERNE	\$217.58	301-521155	DEC 2023 MONTHLY BILLING
E 002-022-520520		TELEPHONE / INTERNE	\$207.28	301-521155	DEC 2023 MONTHLY BILLING
E 002-023-520520		TELEPHONE / INTERNE	\$277.68	301-521155	DEC 2023 MONTHLY BILLING
E 003-000-520520		TELEPHONE / INTERNE	\$137.68	301-521155	DEC 2023 MONTHLY BILLING
E 004-041-520520		TELEPHONE / INTERNE	\$207.28	301-521155	DEC 2023 MONTHLY BILLING
E 004-042-520520		TELEPHONE / INTERNE	\$137.68	301-521155	DEC 2023 MONTHLY BILLING
E 005-000-520520		TELEPHONE / INTERNE	\$223.10	301-521155	DEC 2023 MONTHLY BILLING
E 013-131-520520		TELEPHONE / INTERNE	\$221.58	301-521155	DEC 2023 MONTHLY BILLING
E 015-151-520520		TELEPHONE / INTERNE	\$182.70	301-521155	DEC 2023 MONTHLY BILLING
E 001-001-520520		TELEPHONE / INTERNE	\$51.60	301-541718	DEC 2023 EBS ADMIN/APD
E 002-024-520520		TELEPHONE / INTERNE	\$51.60	301-541718	DEC 2023 EBS ADMIN/APD
E 004-043-520520		TELEPHONE / INTERNE	\$51.59	301-541718	DEC 2023 EBS ADMIN/APD
E 001-002-520520		TELEPHONE / INTERNE	\$154.80	301-541718	DEC 2023 EBS ADMIN/APD
E 002-022-520665		METERS, RADIOS, PITS,	\$49.95	301-564354	13TH ST. WATER TOWER - INTERNET FOR METERS
Total			\$5,686.15		
36618	12/11/23	WENDT, ASHLIE			
E 015-153-520780		REFUND EXPENSE	\$12.37	63000242	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	63000266	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	63000302	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	63000316	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	63000330	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	63000364	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	63000385	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	63000399	REFUND SANTA TRAIN
E 015-153-520780		REFUND EXPENSE	\$12.37	63000421	REFUND SANTA TRAIN
Total			\$111.33		
002000			\$146,382.95		

Fund Summary

002000 Astra Bank checking

001 GENERAL FUND	\$62,040.14
002 WATER FUND	\$14,146.70
003 RECYCLING FUND	\$484.56
004 SEWER FUND	\$29,237.50
005 AIRPORT FUND	\$1,442.41
013 TOURISM & CONVENTION FUND	\$221.58
015 RECREATION COMMISSION	\$4,262.01
038 CID SALES TAX FUND	\$34,388.05
050 MUNICIPAL COURT BONDS	\$160.00
	\$146,382.95

City of Abilene
Payroll Expenditures Report
12/08/2023 PR #25

PAYROLL CODE		TOTALS	
	NET SALARIES	\$	105,505.58
051 & 501	OASDI - CITY/EMPLOYEE	\$	18,582.88
049 & 502	MEDICARE - CITY/EMPLOYEE	\$	4,346.04
001	FEDERAL WITHHOLDING - EMPLOYEE	\$	12,887.68
503	KPERS - CITY	\$	7,870.36
056, 057, 059	KPERS EMPLOYEE	\$	5,007.65
		\$	12,878.01
054	KPERS BUYBACK	\$	328.50
505	KPERS RETIREE/EMPLOYER	\$	-
153	KPERS GROUP LIFE - EMPLOYEE	\$	142.65
504	KPF - CITY	\$	15,745.91
61	KPF EMPLOYEE	\$	4,924.90
		\$	20,670.81
155	KPF GROUP LIFE- EMPLOYEE	\$	102.85
105 & 540	FTC 457 - CITY/EMPLOYEE	\$	1,265.00
204	LPL FINANCIAL 529 - EMPLOYEE	\$	50.00
110	LPL FINANCIAL SAVINGS - EMPLOYEE	\$	175.00
130 & 530	ICMA 457 CITY/EMPLOYEE	\$	-
005	STATE TAX - EMPLOYEE	\$	6,953.86
120	AFLAC After Tax D&L - EMPLOYEE	\$	256.94
170	AFLAC Before Tax INSURANCE - EMPLOYEE	\$	508.68
102	VISION CARE DIRECT-VISION PLAN EMPLOYEE	\$	182.87
104	VSP VISION PLANS - EMPLOYEE	\$	120.70
140	HEALTH INSURANCE - EMPLOYEE	\$	7,200.26
510	HEALTH INSURANCE - CITY	\$	21,600.22
		\$	28,800.48
103	HEALTH SAVINGS ACCOUNT - EMPLOYEE	\$	630.00
506	HEALTH SAVINGS ACCOUNT - CITY	\$	262.50
111 & 520	IMPACT SPORTS & FITNESS- CITY/EMPLOYEE	\$	383.16
114 & 560	ABILENE PHYSICAL THERAPY - CITY/EMPLOYEE	\$	-
215	KS Support order- EMPLOYEE	\$	392.25
218	Training Reimbursement	\$	-
209	KS Support order- EMPLOYEE	\$	-
206	CA Support order - EMPLOYEE	\$	-
150	FLEXIBLE SPENDING ACCOUNT - EMPLOYEE	\$	842.09
121	POLICE & FIREMENS INS. - EMPLOYEE	\$	20.92
211	GARNISHMENT - EMPLOYEE	\$	-
	TOTAL PAYROLL EXPENDITURES	\$	216,289.45