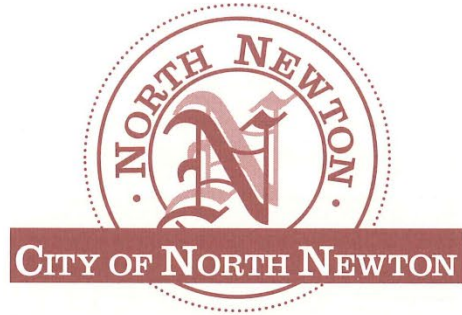




AGENDA
North Newton City Council - Regular Meeting
April 14, 2025 7:00 P.M.
North Newton City Hall

1. Call to order
2. Minutes of the March 10, 2025 regular meeting
3. Citizen Comments
4. Community Partner Update - Kauffman Museum
5. Consider authorizing Staff to purchase a police patrol vehicle
6. Consider authorizing the Mayor to sign an amendment to the Fire/EMS agreement with the City of Newton
7. Consider amending Personnel Policy Manual
8. Receive Strategic Plan Update
9. Receive Financial Reports
10. Receive Monthly Reports
 - a. Mayor/Council
 - b. Police
 - c. Public Works
 - d. Administration
11. Non-Agenda Items
12. Consider recessing to Executive Session
13. Adjournment



Agenda Item

2

Meeting Minutes

MINUTES
North Newton City Council – Regular Meeting
March 10, 2025 – 7:00 P.M.
North Newton City Hall

1. Call to Order

Mayor Ron Ratzlaff called the meeting to order. Those present and constituting a quorum were:

COUNCIL: Monty Graber, Mark Jenkins and Marissa Murphy

ABSENT: Dennis Campbell and Gregg Dick

STAFF: Brad Harris, Danny Entz, Jim Bethards, Greg Nye, Mari-Ruth Juhnke and Pat Redding

OTHERS: Fred Schroeder and Wendy Nugent

2. Minutes of Previous Meeting

Minutes of the February 10, 2025 Regular Meeting and February 19, 2025 Special Meeting were presented.

MOTION: Graber moved, Murphy seconded, to approve the February 10, 2025 Regular Meeting Minutes and the February 19, 2025 Special Meeting. Motion carried unanimously.

3. Citizen Comments

No one spoke.

4. Consider appointing an alternate member to Public Wholesale Water District #17

North Newton is a partner in the Public Wholesale District #17 along with Newton, Sedgwick and Halstead. Councilman Campbell is the voting member for North Newton, but the City has not named an alternate voting member since the administrator change.

MOTION: Murphy moved, Jenkins seconded, to appoint City Administrator Brad Harris to serve as the alternate voting member for Public Wholesale Water District #17. Motion carried unanimously.

5 Consider authorizing the City Administrator to sign a service agreement with American Legal Publishing for codification service

Harris stated North Newton budgeted for codification in the 2025 budget. This service will organize ordinances and resolutions by topic, remove irrelevant or duplicate materials and host the resulting code on the web. There will be a link on our website so this information will be available to the public. American Legal Publishing is the preferred vendor of the League of Kansas Municipalities and works with small and large communities in Kansas and across the country. Start-up cost will be \$8,000 with an annual fee that is yet to be determined.

MOTION: Graber moved, Murphy seconded, to authorize the City Administrator to sign an agreement with American Legal Publishing for codification services. Motion carried unanimously.

6. Consider authorizing the City Administrator to sign a service agreement with gworks to reserve right to renew at flat rate in 2026

Harris reported that gworks, the City's ERP service provider, is requiring that the City move to a cloud-based service during this year. The City has the option to sign an agreement to maintain the 2025 pricing for 2026. The agreement needs to be signed before March 31 and the City has the right to exit the agreement later in the year if desired.

MOTION: Murphy moved, Jenkins seconded, to authorize the City Administrator to sign an agreement with gworks to reserve the option for flat-rate pricing in 2026. Motion carried unanimously.

7. Strategic Plan Update

Harris reported that the goals for March are to develop opportunities for community cooperation and identify and rank available land for development. Some discussions are already happening concerning these items and they will be discussed more at the work session.

8. Receive Financial Reports

Redding presented March accounts payable and February/March payroll for consideration.

MOTION: Jenkins moved, Murphy seconded, to receive March accounts payable and miscellaneous bills in the amount of \$94,904.84 and February/March payroll in the amount of \$35,405.65. Motion carried unanimously.

9. Receive Monthly Reports

a. Mayor and Council

Councilman Jenkins stated that neighbors have asked him what can and can't be parked in yards. Are tractors, construction equipment, campers, etc. allowed on resident's private property? Chief Bethards stated that the ordinance the City has pertains to what is allowed on our streets not in private yards. There was council discussion and it was suggested the council revisit this topic at the work session later this month.

b. Police

Chief Bethards stated the claims report was an average month.

c. Public Works

Entz reported his department spread 8.63 tons of salt/sand mix during the recent winter events. The appreciation plaque was installed on the Kidron Loop Trail. Mies Construction, Inc. started the 36th Street water line project. Mies will need to dig up part of the sidewalk, so it will be closed until they can replace the concrete.

d. Administration

Harris reported that councilman Campbell and himself attended the PWWD #17 meeting. The budget was approved and a new general manager was selected. Harris is working with Civic Plus on the new website. The council work session is planned for March 25th from 6-8 pm. Items to be discussed are: budget, personnel policy, code enforcement and cleaning Kidron Creek.

Redding reported that this would have been Deputy City Clerk Hiebert's last council meeting as she is retiring on March 31. She had a conflict tonight so was unable to attend. Staff is hosting a lunch for her on the 31st to celebrate her retirement.

10. Non-agenda items

Councilman Graber inquired about looking into purchasing North Newton gear for staff and council. Harris has been looking into different options and will report back to council at a later date.

11. Consider recessing to Executive Session

Ratzlaff stated an executive session is not needed.

12. Adjournment

There being no further business Mayor Ratzlaff asked for a motion to adjourn the meeting.

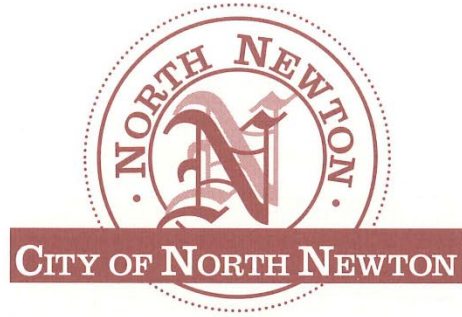
MOTION: Jenkins moved, Graber seconded, to adjourn the meeting. Motion carried unanimously.

Mayor Ratzlaff declared the meeting adjourned at 7:34.

City Clerk

Mayor

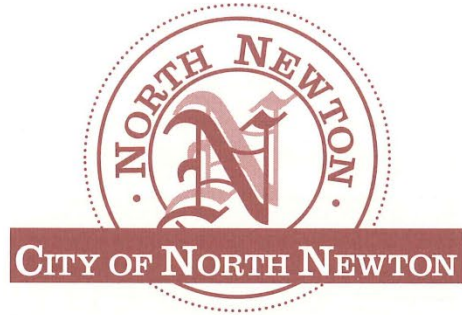
Date Approved



Agenda Item

3

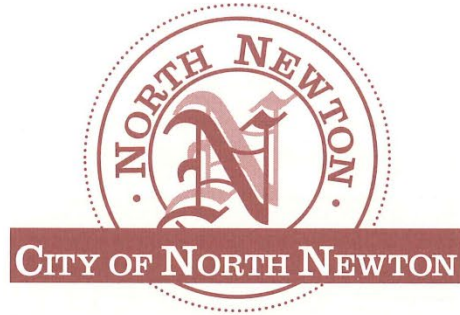
Citizen Comments



Agenda Item

4

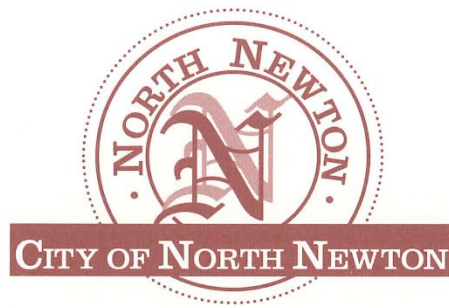
Community Partner Update



Agenda Item

5

Authorize Vehicle Purchase



Agenda Item Report

City Council – April 14, 2025

Agenda Item #5

Recommendations:

Consider authorizing the City Staff to purchase a 2025 Ford Police Interceptor Utility AWD from SERV in an amount not to exceed \$60,000

Executive Summary:

The North Newton Police Department is due to replace its 2017 Dodge Charger per the vehicle replacement schedule. Chief Bethards has attached a memo with his proposal to purchase a 2025 Ford Police Interceptor from SERV.

Action Requested:

Authorize City Staff to purchase a 2025 Ford Police Interceptor Utility AWD from SERV in an amount not to exceed \$60,000.

Police Vehicle Proposal

After reviewing multiple vehicle proposals from Superior Emergency Response Vehicles (SERV) and TCS Upfitting, I recommend the purchase of the **2025 Ford Police Interceptor Utility AWD** from SERV as the department's next patrol vehicle. This recommendation is based on a careful evaluation of pricing, operational suitability, and long-term value.

Cost Comparison

Vendor	Vehicle	Total Price
SERV	2025 Ford PIU	\$58,915.82
SERV	2024 Dodge Durango	\$57,144.82
SERV	2025 Ford F-150 Crew Cab	\$59,125.95
TCS	2025 Ford PIU	\$61,394.94
TCS	2024 Dodge Durango	\$58,015.44

While the Durango's quote from SERV is approximately \$1,771 less than the Ford Interceptor, the Ford provides significantly better fuel economy—**20 MPG city / 29 MPG highway**, compared to the Durango's **14 MPG city / 22 MPG highway**. This difference in fuel efficiency is substantial and will quickly offset the initial price difference. Over the life of the vehicle, the cost savings from reduced fuel consumption will be considerable.

Additionally, the Ford Interceptor includes features that are extra on the Durango, such as an integrated LED spotlight (a \$560 value) and a more economical computer mounting system. These add to the total value of the package without increasing the cost.

Though the Ford F-150 Crew Cab is a viable alternative and priced similarly at \$59,125.95, it is less suited for routine patrol use. Its larger size and lower fuel economy make it less practical for community policing and daily enforcement duties, whereas the Police Interceptor is purpose-built for law enforcement with a lower profile and better maneuverability.

Importantly, this new patrol vehicle will replace our department's **2017 Dodge Charger**, which will be decommissioned and sold via **Purple Wave auction**. The SERV quote includes removal of equipment from the Charger as part of the package.

In conclusion, the **2025 Ford Police Interceptor Utility from SERV** offers the best combination of cost, fuel efficiency, equipment value, and operational suitability. I respectfully recommend the City Council approve its purchase at the quoted price of **\$58,915.82**.

Chief Jim Bethards

North Newton Police Department

Superior Emergency Response Vehicles

12548 SW Highway 54
P.O. Box 965
Andover, KS. 67002

Estimate

Date	Estimate #
3/27/2025	4285

Customer Name
North Newton Police Department 2601 N. Main North Newton, KS 67117



www.SERVLLC.com

316-733-2223

Email:andy@servllc.com

Description	Qty	Rate	Total
2024 Dodge Durango Pursuit AWD (IN STOCK - AVAILABILITY SUBJECT TO CHANGE)	1	43,750.00	43,750.00
Unity Driver Side LED Spot Light - Durango	1	560.00	560.00
Remote Start	1	675.00	675.00
Federal Signal ILS Tri-Color REAR Interior Lightbar - Durango	1	995.00	995.00
Federal Signal Dual Color Signal Master Red/Blue with Amber TA	1	965.00	965.00
Federal Signal Pathfinder PF200 Siren/Lighting Controller	1	995.00	995.00
Federal Signal ES100C Siren Speaker	2	195.00	390.00
Federal Signal Micropulse Red/White MPS62U-RW	5	105.00	525.00
Federal Signal Micropulse Blue/White MPS62U-BW	5	105.00	525.00
Federal Signal Micropulse Wide-Angle Mirror Light - R/B/W	2	195.00	390.00
Whelen 5-Lamp LED DUO Tracer - Running Board Lights	2	830.69	1,661.38
Havis H-C-VS-2300-DUR Console - Durango	1	468.00	468.00
Havis Self-Adjusting Double Cup Holder	1	53.60	53.60
Havis C-LP-3 (3) Lighter Plug Outlets	1	64.00	64.00
Havis Side Mount Armrest	1	75.20	75.20
H-C-PKG-PSM-345 Havis Premium Passenger Side Mount - Durango & Grand Cherokee	1	653.60	653.60
UT-1001 Universal Rugged Cradle For Approximately 11"-14" Computing Devices	1	270.40	270.40
425-2058 Jotto Dual Weapon Rear Seat Mount - GR6-DURANGO-870-GL3XL w/HCK	1	589.00	589.00
Antenna Coax/Antenna Kit	1	75.00	75.00
Window Tinting	1	250.00	250.00
Havis ChargeGuard Timer	1	95.00	95.00
Circuit Breaker	1	51.50	51.50
75-100AMP Accessory Relay	1	56.21	56.21
Blue Sea Fuse Block 12 Split	1	61.93	61.93
Shop Supplies - Wiring, Connectors, Securement Items, Brackets, Etc.	1	250.00	250.00
Professional Installation / Upfitting	1	2,250.00	2,250.00
Remove Equipment From Decommissioned Emergency Vehicle	1	450.00	450.00

Superior Emergency Response Vehicles

12548 SW Highway 54
P.O. Box 965
Andover, KS. 67002

Estimate

Date	Estimate #
3/25/2025	4281

Customer Name
North Newton Police Department 2601 N. Main North Newton, KS 67117



www.SERVLLC.com

316-733-2223

Email:andy@servllc.com

Description	Qty	Rate	Total
2025 Ford Police Interceptor Utility AWD 3.3L V6 (IN STOCK - AVAILABILITY SUBJECT TO CHANGE) Options Included: 67U Ultimate Wiring 18D Global Lock/Unlock 51T LED Spotlight 60R Noise Suppression 63B Side Marker Mirror Lights 66C Rear Lighting Solution 67V Wire Harness Kit 76D Deflector Plate 68G Rear Door Handles/Lock Inop Remote Start	1	46,520.00	46,520.00
Federal Signal ILS Tri-Color Interior Lightbar - Ford PIU	1	499.00	499.00
Federal Signal Dual Color Signal Master Red/Blue with Amber TA	1	995.00	995.00
Federal Signal Pathfinder PF200 Siren/Lighting Controller	1	965.00	965.00
Federal Signal ES100C Siren Speaker	1	995.00	995.00
Federal Signal Micropulse Red/White MPS62U-RW	2	195.00	390.00
Federal Signal Micropulse Blue/White MPS62U-BW	5	105.00	525.00
Federal Signal Micropulse Wide-Angle Mirror Light - R/B/W	5	105.00	525.00
Whelen 5-Lamp LED DUO Tracer - Running Board Lights	2	195.00	390.00
Havis Angled Console For Ford Interceptor Utility C-VS-1012-INUT	2	830.69	1,661.38
Havis Self-Adjusting Double Cup Holder	1	565.00	565.00
Havis C-LP-3 (3) Lighter Plug Outlets	1	53.60	53.60
Havis Side Mount Armrest	1	64.00	64.00
Havis C-MD-112 11" Slide Out Locking Swing Arm With Motion Adapter	1	75.20	75.20
UT-1001 Universal Rugged Cradle For Approximately 11"-14" Computing Devices	1	293.60	293.60
475-0748 Jotto Dual Weapon Rear Seat Mount - PIU	1	270.40	270.40
Antenna Coax/Antenna Kit	1	589.00	589.00
Window Tinting	1	75.00	75.00
Havis ChargeGuard Timer	1	250.00	250.00
Circuit Breaker	1	95.00	95.00
75-100AMP Accessory Relay	1	51.50	51.50
Blue Sea Fuse Block 12 Split	1	56.21	56.21
	1	61.93	61.93

Sales Tax (0.0%)

Total

Thank you for considering SERV!

AUTHORIZED CUSTOMER SIGNATURE

DATE

By signing this estimate, Customer authorizes SERV to provide products and services as listed. Customer also agrees to our Standard Terms and Conditions as set forth on our "Terms and Conditions" page.

12548 SW Highway 54
P.O. Box 965
Andover, KS. 67002

Date	Estimate #
3/25/2025	4281

Customer Name
North Newton Police Department 2601 N. Main North Newton, KS 67117



Email:andy@servllc.com

[illegible]

		Sales Tax (0.0%)	\$0.00
AUTHORIZED CUSTOMER SIGNATURE	DATE	Total	\$58,915.82
By signing this estimate, Customer authorizes SEPV to provide products and services			

By signing this estimate, Customer authorizes SERV to provide products and services as listed. Customer also agrees to our Standard Terms and Conditions as set forth on our "Terms and Conditions" page.

Thank you for considering SERV!

Superior Emergency Response Vehicles

12548 SW Highway 54
P.O. Box 965
Andover, KS. 67002

Estimate

Date	Estimate #
3/26/2025	4282

Customer Name
North Newton Police Department 2601 N. Main North Newton, KS 67117



www.SERVLLC.com

316-733-2223

Email:andy@servllc.com

Description	Qty	Rate	Total
2025 Ford F-150 Crew Cab 4WD Police Responder	1	47,429.00	47,429.00
Remote Start	1	499.00	499.00
Federal Signal ILS Dual Color Interior Lightbar F-150 SIFMJS-FD15-P3	1	995.00	995.00
Federal Signal Dual Color Signal Master Red/Blue with Amber TA	1	965.00	965.00
Federal Signal PF200R Remote Lighting/Siren Controller	1	995.00	995.00
Federal Signal ES100C Siren Speaker	2	195.00	390.00
Federal Signal Micropulse Wide-Angle Mirror Light - R/B/W	2	195.00	390.00
Federal Signal Micropulse Red/White MPS62U-RW	4	105.00	420.00
Federal Signal Micropulse Blue/White MPS62U-BW	4	105.00	420.00
Federal Signal L-Bracket	4	15.00	60.00
Whelen 5-Lamp LED DUO Tracer - Running Board Lights	2	830.69	1,661.38
425-6524 Jotto Center Console F-150 PR/SSV w/Locking Storage	1	685.00	685.00
425-6651 Jotto 12V 3 Plug Faceplate	1	48.00	48.00
425-6729 Jotto Dual ABS Cupholder	1	48.00	48.00
425-0029 Jotto Armrest Tall Rear Mounted	1	89.00	89.00
475-9439 Jotto Dual Weapon Gun Rack - Rear Seat Mount - w/Dual XL Locks F-150 PR	1	675.00	675.00
Antenna Coax/Antenna Kit	1	75.00	75.00
Circuit Breaker	1	51.50	51.50
75-100AMP Accessory Relay	1	56.21	56.21
Blue Sea Fuse Block 12 Split	2	61.93	123.86
Shop Supplies - Wiring, Connectors, Securement Items, Brackets, Etc.	1	250.00	250.00
Professional Installation / Upfitting	1	2,350.00	2,350.00
Remove Equipment From Decommissioned Emergency Vehicle	1	450.00	450.00

TCS UPFITTING A DIVISION OF TRAFFIC CONTROL SERVICES, INC.

405 N. CLEVELAND AVE.

WICHITA, KS 67214

316-448-0402 - FAX 316-448-0404

www.tcsupfitting.com



A DIVISION OF TRAFFIC CONTROL SERVICES, INC.

"QUOTE"

QUOTE DATE: 4/7/2025 YEAR: 2024 ESTIMATOR: BRIAN
AGENCY: NORTH NEWTON PD MAKE: DODGE
ATTN: JIM MODEL: DURANGO V8

Quantity	Item Description	Units
1	2024 DODGE DURANGO PURSUIT BLACK (YOU WILL HAVE TO PAY DEALER)	EA
1	DUAL COLOR FRONT VISOR (R/W - B/W)	EA
1	DUAL COLOR REAR DIRECTIONAL (R/A - B/A)	EA
3	DUAL COLOR 4" MPOWER R/W (2 ON FRONT, 1 ON SIDE CARGO WINDOW)	EA
3	DUAL COLOR 4" MPOWER B/W (2 ON FRONT, 1 ON SIDE CARGO WINDOW)	EA
2	SINGLE COLOR 4" MPOWER RED (1 ON TAG, 1 ON UNDERHATCH)	EA
2	SINGLE COLOR 4" MPOWER BLUE (1 ON TAG, 1 ON UNDERHATCH)	EA
1	TAG BRACKET	EA
2	MPOWER BRACKET FOR SIDE CARGO LIGHTS	EA
1	DUAL COLOR UNDER MIRROR LIGHT R/W	EA
1	DUAL COLOR UNDER MIRROR LIGHT B/W	EA
1	COMPLETE CONSOLE WITH COMPUTER MOUNT	EA
1	200 WATT CONSOLE SOLID STATE ELECTRONIC SYSTEM	EA
1	DUAL WEAPON MOUNT (HANDCUFF LOCKS) WITH FLOOR MOUNT	EA
1	800 ANTENNA	EA
1	INSTALL DEPARTMENT'S RADAR SYSTEM	LABOR
1	INSTALL DEPARTMENT'S RADIO	LABOR
1	TINT	EA
1	REMOTE START	EA
1	HITCH	EA
1	TEAR DOWN OLD VEHICLE	LABOR

ON THE DURANGO PRICE, THAT IS WHAT IS IN STOCK NOW. IF THE STOCK UNITS ARE GONE THEN THE PRICE COULD BE UP TO \$5,000.00 HIGHER ON THE DURANGO, WHICH WOULD MAKE OUR TOTAL AMOUNT UP TO \$5,000.00 HIGHER

TOTAL AMOUT \$58,015.44

NOTES:

OUR INSTALLATION WARRANTY IS AS LONG AS YOU OWN THE VEHICLE, LIGHTS AND METAL PRODUCTS HAVE MANUFACTURE'S WARRANTY.

WE HAVE GARAGE KEEPERS INSURANCE TO PROTECT YOUR VEHICLE/S WHILE IN OUR CARE.

A handwritten signature in blue ink that reads "Brian Foster". Below the signature is a horizontal line.
TCS's Authorized Signature

IF ALL IS AGREED, PLEASE SIGN BELOW AND FAX QUOTE BACK TO US AT 316-448-0404

Department's Authorized Signature

TCS UPFITTING A DIVISION OF TRAFFIC CONTROL SERVICES, INC.

405 N. CLEVELAND AVE.

WICHITA, KS 67214

316-448-0402 - FAX 316-448-0404

www.tcsupfitting.com



UPFITTING
A DIVISION OF TRAFFIC CONTROL SERVICES, INC.

"QUOTE"

QUOTE DATE: 4/7/2025 YEAR: 2025 ESTIMATOR: BRIAN
AGENCY: NORTH NEWTON PD MAKE: FORD
ATTN: JIM MODEL: PIU 3.3L ECO BOOST

Quantity	Item Description	Units
1	2025 BLACK FORD PIU ECO BOOST (YOU WILL HAVE TO PAY DEALER)	EA
1	DUAL COLOR FRONT VISOR (R/W - B/W)	EA
1	DUAL COLOR REAR DIRECTIONAL (R/A - B/A)	EA
3	DUAL COLOR 4" MPOWER R/W (2 ON FRONT, 1 ON SIDE CARGO WINDOW)	EA
3	DUAL COLOR 4" MPOWER B/W (2 ON FRONT, 1 ON SIDE CARGO WINDOW)	EA
2	SINGLE COLOR 4" MPOWER RED (1 ON TAG, 1 ON UNDERHATCH)	EA
2	SINGLE COLOR 4" MPOWER BLUE (1 ON TAG, 1 ON UNDERHATCH)	EA
1	TAG BRACKET	EA
2	MPOWER BRACKET FOR SIDE CARGO LIGHTS	EA
1	DUAL COLOR UNDER MIRROR LIGHT R/W	EA
1	DUAL COLOR UNDER MIRROR LIGHT B/W	EA
1	COMPLETE CONSOLE WITH COMPUTER MOUNT	EA
1	200 WATT CONSOLE SOLID STATE ELECTRONIC SYSTEM	EA
1	DUAL WEAPON MOUNT (HANDCUFF LOCKS) WITH FLOOR MOUNT	EA
1	800 ANTENNA	EA
1	INSTALL DEPARTMENT'S RADAR SYSTEM	LABOR
1	INSTALL DEPARTMENT'S RADIO	LABOR
1	TINT	EA
1	REMOTE START	EA
1	HITCH	EA
1	TEAR DOWN OLD VEHICLE	LABOR

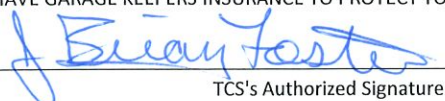
WE HAVE 1 2025 BLACK PI UTILITY ECO BOOST AVAILABLE IN JUNE.

TOTAL AMOUT \$61,394.94

NOTES:

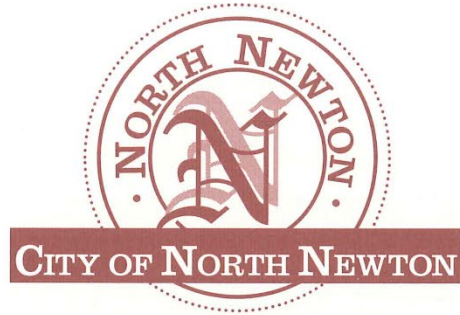
OUR INSTALLATION WARRANTY IS AS LONG AS YOU OWN THE VEHICLE, LIGHTS AND METAL PRODUCTS HAVE MANUFACTURE'S WARRANTY.

WE HAVE GARAGE KEEPERS INSURANCE TO PROTECT YOUR VEHICLE/S WHILE IN OUR CARE.


TCS's Authorized Signature

IF ALL IS AGREED, PLEASE SIGN BELOW AND FAX QUOTE BACK TO US AT 316-448-0404

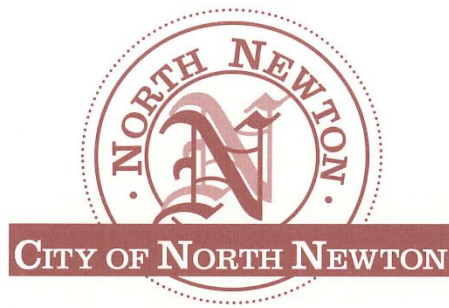
Department's Authorized Signature



Agenda Item

6

**Authorize amendment
to Newton Fire/EMS
agreement**



Agenda Item Report

City Council – April 14, 2025

Agenda Item #6

Recommendations:

Consider authorizing the Mayor to sign an amendment to the Fire/EMS agreement with the City of North Newton.

Executive Summary:

North Newton has contracted with the City of Newton for Fire/EMS services in some form since the incorporation of the City in 1938. The two Cities have operated under the current financing formula since 2001. This formula has proven to be fair and reasonably predictable to operate under. However, it is difficult for North Newton to budget for this annual fee because our budget needs to be passed before knowing exactly what the final fee to Newton will be.

The City of Newton has offered to eliminate this uncertainty by shifting the payment formula to be based on a ratio of actual expenses from the prior year rather than a ratio of projected expenses of the upcoming year. This amendment will significantly improve our ability to accurately budget for this agreement, leading to a much more efficient budget.

Action Requested:

Authorize the Mayor to sign an amendment to the Fire/EMS agreement with the City of North Newton.



TO: Commission
FROM: Donna Pickman
DATE: April 8, 2025
SUBJECT: North Newton Fire/EMS Fees

PURPOSE:

The City of Newton and North Newton entered into a Fire and Emergency Medical Services agreement on November 30, 2001, due to North Newton not having a fire or medical service. This agreement has an indefinite term. The annual amount of compensation the City of Newton receives is through a calculation of several different factors: the current Fire/EMS budget; actual ambulance billing collections; a factor devised by dividing the assessed valuation of non-exempt properties in North Newton by the assessed valuation of non-exempt properties in Newton and North Newton combined; less the North Newton county ambulance service mill levy paid to Newton. The total of this calculation is then increased by 10%. The assessed valuation, actual ambulance receipts and Fire/EMS budget are not available early enough in the year for this calculation to be included in North Newton's budget planning for the coming year. The Finance department is requesting to change the Fire/EMS fee billing to a year in arrears. There would be no change to the compensation calculation. This would allow for the information to be compiled, calculated and relayed to North Newton in time to be included in preparing their next year's budget.

FINANCIAL IMPLICATIONS:

To Implement this new billing procedure, the current 2025 amount that was just calculated will also be used for the 2026 calculation. The compensation owed to Newton will remain the same for two years. Annual calculation amounts can increase or decrease depending on changes in the factors involved, but these two years will remain static. The amount for 2025 is \$468,876.73.

RECOMMENDATION:

Finance staff recommends approving this Amendment to Fire and Emergency Medical Services Agreement documenting the timing change to the billing for the annual calculation of North Newton's Fire/EMS fees.

AMENDMENT TO FIRE AND EMERGENCY MEDICAL SERVICE AGREEMENT

THIS AMENDMENT TO THE AGREEMENT for the provision of fire and emergency medical services is entered into as of the date last signed below, between THE CITY OF NEWTON, KANSAS, hereinafter referred to as “Newton,” and the CITY OF NORTH NEWTON, KANSAS, hereinafter referred to as “North Newton,” collectively referred to as the “Cities,” and (except as otherwise provided below) amends all prior agreements between such cities as to the matters addressed herein.

WHEREAS, Newton and North Newton entered into a Fire and Emergency Medical Services Agreement (Agreement) on November 30, 2001 and attached here as Exhibit A; and

WHEREAS, the Cities desire to amend the Agreement to align with both Cities’ budgetary processes.

NOW THEREFORE, and for good and valuable consideration as set forth herein, and subject to the conditions and restrictions provided in the Agreement, the Cities agree to the following amendments to the Agreement:

“4. *North Newton shall pay to Newton as compensation for the above-described services a sum determined as follows:*

- a) For calendar budget years 2025 and 2026, the total amount billed to North Newton for these services will be based on 2025 calculations at \$468,876.73 for each year. Subsequent years will continue in the manner described below in using actual data from the preceding year.*
- a) ~~The compensation arrangement between Newton and North Newton for year 2001 as per the prior agreement of the parties shall remain in effect for such year, with the compensation computation provisions herein taking effect as to year 2002 and all subsequent years throughout the term of this agreement.~~*
- b) On or by August 31 of each year the Newton City Commission shall have determined the total budget for the Newton Fire/EMS Department for the ~~following-preceding~~ calendar year. From that total budget amount shall be deducted the following total ~~estimated~~ receipts for such calendar year: ambulance service fees paid by townships; fire service fees paid by townships; and an amount equal to the actual ambulance billing collections for the prior calendar year from users and their third-party payors (such as private insurance, Medicare, Medicaid and similar sources). The resulting figure shall be deemed for purposes of this ~~agreement~~ Agreement as the total “net budget” for the Newton Fire/EMS Department.*
- c) The base compensation to be paid by North Newton for such services shall be determined in the following manner:*

- i. *The “net budget” as determined above shall be multiplied by a fraction the numerator of which is the total assessed valuation of non-exempt properties in North Newton, and the denominator of which is the total assessed valuation of non-exempt properties in both Newton and North Newton. The valuation figures shall be obtained from the County Appraiser’s office and shall represent the figures used for mill levy purposes for the prior calendar year.*
 - ii. *The product of the above shall be reduced by an amount which equals the portion of the County ambulance service mill levy paid to Newton which is derived from North Newton property valuations.*
 - iii. *The product of the above shall be increased by 10%. The figure thus derived shall be the base compensation to be paid by North Newton.*
- d) If in any actual budget year the Department is required to and does refund to any third party payor, including any government agency such as the Health Care Financing Administration, any overpayment alleged to have been received by the Department, then such amount (including any interest and penalties associated therewith) shall be added to the “net budget” in the next subsequent computation hereunder. If there is no such subsequent computation due to the intervening termination of this agreement, then North Newton shall pay to Newton its proportionate percentage thereof based upon the last budget year under this agreement.*

~~d)~~

All other provisions, terms, and conditions of the Agreement shall endure.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date last written below.

THE CITY OF NEWTON, KANSAS

By: _____
Rich Stinnett, Mayor [date]

ATTEST:

Denise R. Duerksen, City Clerk

CITY OF NORTH NEWTON, KANSAS

By _____
Ron Ratzlaff, Mayor [date]

ATTEST:

Pat Redding, City Clerk

**AMENDMENT TO FIRE AND EMERGENCY
MEDICAL SERVICE AGREEMENT**

THIS AMENDMENT TO THE AGREEMENT for the provision of fire and emergency medical services is entered into as of the date last signed below, between THE CITY OF NEWTON, KANSAS, hereinafter referred to as “Newton,” and the CITY OF NORTH NEWTON, KANSAS, hereinafter referred to as “North Newton,” collectively referred to as the “Cities,” and (except as otherwise provided below) amends all prior agreements between such cities as to the matters addressed herein.

WHEREAS, Newton and North Newton entered into a Fire and Emergency Medical Services Agreement (Agreement) on November 30, 2001 and attached here as Exhibit A; and

WHEREAS, the Cities desire to amend the Agreement to align with both Cities’ budgetary processes.

NOW THEREFORE, and for good and valuable consideration as set forth herein, and subject to the conditions and restrictions provided in the Agreement, the Cities agree to the following amendments to the Agreement:

“4. North Newton shall pay to Newton as compensation for the above-described services a sum determined as follows:

- a) For calendar budget years 2025 and 2026, the total amount billed to North Newton for these services will be based on 2025 calculations at \$468,876.73 for each year. Subsequent years will continue in the manner described below in using actual data from the preceding year.*
- b) On or by August 31 of each year the Newton City Commission shall have determined the total budget for the Newton Fire/EMS Department for the preceding calendar year. From that total budget amount shall be deducted the following total receipts for such calendar year: ambulance service fees paid by townships; fire service fees paid by townships; and an amount equal to the actual ambulance billing collections for the prior calendar year from users and their third-party payors (such as private insurance, Medicare, Medicaid and similar sources). The resulting figure shall be deemed for purposes of this Agreement as the total “net budget” for the Newton Fire/EMS Department.*
- c) The base compensation to be paid by North Newton for such services shall be determined in the following manner:*
 - i. The “net budget” as determined above shall be multiplied by a fraction the numerator of which is the total assessed valuation of non-exempt properties in North Newton, and the denominator of which is the total assessed valuation of non-exempt properties in both Newton and North Newton. The valuation figures shall be obtained from the County*

Appraiser's office and shall represent the figures used for mill levy purposes for the prior calendar year.

ii. The product of the above shall be reduced by an amount which equals the portion of the County ambulance service mill levy paid to Newton which is derived from North Newton property valuations.

iii. The product of the above shall be increased by 10%. The figure thus derived shall be the base compensation to be paid by North Newton.

d) If in any actual budget year the Department is required to and does refund to any third party payor, including any government agency such as the Health Care Financing Administration, any overpayment alleged to have been received by the Department, then such amount (including any interest and penalties associated therewith) shall be added to the "net budget" in the next subsequent computation hereunder. If there is no such subsequent computation due to the intervening termination of this agreement, then North Newton shall pay to Newton its proportionate percentage thereof based upon the last budget year under this agreement."

All other provisions, terms, and conditions of the Agreement shall endure.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date last written below.

THE CITY OF NEWTON, KANSAS

By: _____
Rich Stinnett, Mayor [date]

ATTEST:

Denise R. Duerksen, City Clerk

[NORTH NEWTON SIGNATURES TO FOLLOW]

CITY OF NORTH NEWTON, KANSAS

By: _____
Ron Ratzlaff, Mayor [date]

ATTEST:

Pat Redding, City Clerk

FIRE AND EMERGENCY MEDICAL SERVICE AGREEMENT

This Agreement for the provision of fire and emergency medical services is entered into this 30th day of November, 2001, between the **City of Newton, Kansas**, hereinafter referred to as "Newton," and the **City of North Newton, Kansas**, hereinafter referred to as "North Newton," and (except as otherwise provided below) replaces all prior agreements between such cities as to the matters addressed herein, all of which said prior agreements are hereby revoked.

WHEREAS, Newton owns and operates fire and emergency medical service facilities within the City of Newton, for the benefit of its residents, businesses and industries; and

WHEREAS, North Newton does not have a fire or emergency medical service, and desires to enter into an agreement with Newton whereby Newton, on North Newton's behalf, will continue to provide fire and emergency medical services within the City of North Newton, under the terms, conditions and restrictions provided in this agreement;

NOW THEREFORE, and for good and valuable consideration as set forth herein, and subject to the conditions and restrictions provided in this agreement, Newton does hereby agree to provide fire and emergency medical services for North Newton and for the residents, businesses and industries within the City of North Newton. This agreement is subject to the following terms, conditions, restrictions and requirements:

1. This agreement is for an indefinite term, subject to cancellation by either party hereto as of the end of any given calendar year upon the giving of advance written notice of such cancellation of not less than eighteen (18) months prior to the end of such calendar year. Provisions for cancellation for cause or for interruption of service are provided elsewhere in this agreement.

2. Newton shall provide the properties, residents, businesses and industries within the corporate limits of North Newton the full range of fire extinguishment, fire prevention and emergency medical service capabilities of the personnel and equipment of the Newton Fire/EMS Department on an equal basis of need, assignability or availability as is provided the properties, residents, businesses and industries within the corporate limits of Newton. However, nothing herein shall include an inspection, maintenance or repair services regarding the water supply system of North Newton, including any hydrants or hydrant testing, all of which shall remain the responsibility of North Newton.

3. North Newton shall adopt, follow and enforce such rules and regulations as are not less strict than those in effect in Newton and which are necessary to permit the safe and efficient operation of fire and emergency medical services in North Newton without interference or endangerment of the personnel and equipment providing those services. Newton will give prompt notice to North Newton of any evidence of violations or suspected violations of those requirements within North Newton's jurisdiction.

EXHIBIT A

4. North Newton shall pay to Newton as compensation for the above-described services a sum determined as follows:

- (a) The compensation arrangement between Newton and North Newton for year 2001 as per the prior agreement of the parties shall remain in effect for such year, with the compensation computation provisions herein taking effect as to year 2002 and all subsequent years throughout the term of this agreement.
- (b) On or by August 31 of each year the Newton City Commission shall determine the total budget for the Newton Fire/EMS Department for the following calendar year. From that total budget amount shall be deducted the following total estimated receipts for such calendar year: ambulance service fees paid by townships; fire service fees paid by townships; and an amount equal to the actual ambulance billing collections for the prior calendar year from users and their third-party payors (such as private insurance, Medicare, Medicaid and similar sources). The resulting figure shall be deemed for purposes of this agreement as the total "net budget" for the Newton Fire/EMS Department.
- (c) The base compensation to be paid by North Newton for such services shall be determined in the following manner:
 - (i) The "net budget" as determined above shall be multiplied by a fraction the numerator of which is the total assessed valuation of non-exempt properties in North Newton, and the denominator of which is the total assessed valuation of non-exempt properties in both Newton and North Newton. The valuation figures shall be obtained from the County Appraiser's office and shall represent the figures used for mill levy purposes for the prior calendar year.
 - (ii) The product of the above shall be reduced by an amount which equals the portion of the County ambulance service mill levy paid to Newton which is derived from North Newton property valuations.
 - (iii) The product of the above shall be increased by 10%. The figure thus derived shall be the base compensation to be paid by North Newton.
- (d) If in any actual budget year the Department is required to and does refund to any third party payor, including any government agency such as the Health Care Financing Administration, any overpayment alleged to have been received by the Department, then such amount (including any interest and penalties associated therewith) shall be added to the "net budget" in the next subsequent computation hereunder. If there is no such subsequent computation due to the intervening termination of this agreement, then North Newton shall pay to Newton its proportionate percentage thereof based upon the last budget year under this agreement.

EXHIBIT A

5. The compensation to be paid by North Newton to Newton each year of this agreement shall be paid in the following manner: Fifty percent (50%) thereof shall be paid on or before the first day of February in such calendar year; twenty-five percent (25%) thereof shall be paid on or before the first day of August in such calendar year; and twenty-five percent (25%) thereof shall be paid on or before the first day of November in such calendar year.

6. The Newton City Manager and the Chief of the Newton Fire/EMS Department shall have control of all fire and emergency medical service operations, and the authority to establish, change, alter or order the standard or specific response of personnel and equipment in providing services consistent with conditions existing, including emergencies and multiple calls and demands. Determination of the amount of personnel and equipment for the Newton Fire/EMS Department shall be the sole responsibility of the Newton City Commission.

7. With such notice being given as may be appropriate or possible under the circumstances, Newton shall be entitled to limit, or curtail, or terminate fire and/or emergency medical service by virtue of any emergency or disaster, or by virtue of any system maintenance, repair or replacement needs, or by virtue of any governmental directive with authority over licensure or operational issues affecting the delivery of such services, or by virtue of any noncompliance with this agreement which is not reasonably remedied after such notice and opportunity to cure as may be appropriate under the circumstances. Newton shall not be liable to North Newton or any of its residents, businesses or industries for any damages due to any interruption, diminishment or termination of service under the terms of this agreement.

8. Nothing herein shall give or convey to North Newton any ownership or equitable interest in or to the fire-fighting or emergency medical service facilities or equipment of Newton, nor may North Newton cause any encumbrance or lien of any kind or nature whatsoever to attach to the property of Newton without such City's advance written consent and agreement. Nothing herein shall serve to create any liability of Newton for any indebtedness or other obligation undertaken by North Newton without Newton's advance written consent and agreement.

9. Nothing contained in this agreement shall be construed to impair in any manner the governmental immunity of either party. This agreement and the services hereunder being wholly governmental in nature, the compensation paid by North Newton and receipt of it by Newton shall in no manner be considered a waiver of their respective governmental immunity.

10. Upon termination of this agreement, each party shall stand its separate costs associated therewith, if any.

11. Interpretation and resolution of any dispute between the parties shall be determined under the laws of the State of Kansas.

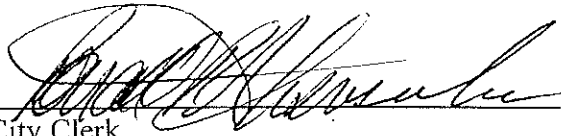
EXHIBIT A

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

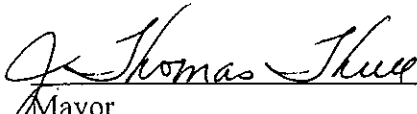
THE CITY OF NEWTON, KANSAS

By: 
Mayor

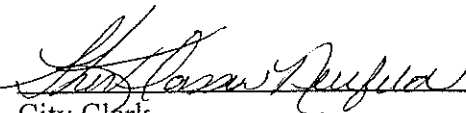
ATTEST:

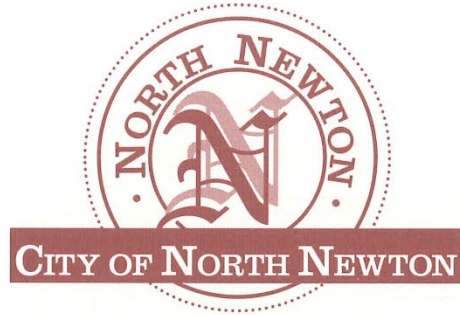

City Clerk

CITY OF NORTH NEWTON, KANSAS

By: 
Mayor

ATTEST:

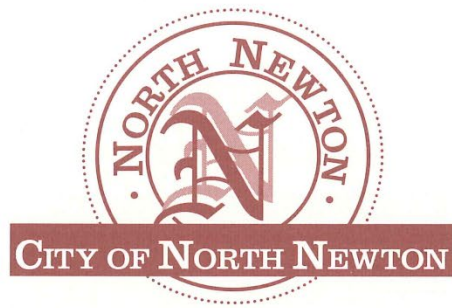

City Clerk



Agenda Item

7

Personnel Policy Changes



Agenda Item Report

City Council – April 14, 2025

Agenda Item #7

Recommendations:

Consider amending the Personnel Policy Manual as presented.

Executive Summary:

The existing Personnel Policy handbook has been in place since 2022. The existing policy underwent a period of review to begin 2025 and a number of small updates were made to the policy and discussed further at the March City Council Work Session.

Among the highlights of the updated policy are the addition of Juneteenth and Veterans' Day as City Holidays, a new employee gift policy, and a number of tweaks to better align the policy with existing practices and recent changes adopted by City Council.

Action Requested:

Amend the Personnel Policy Manual as presented.



PERSONNEL POLICIES
CITY OF NORTH NEWTON

Adopted by North Newton City Council
On
April 14, 2025

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I. GENERAL STATEMENT OF POLICY

A. Purpose

This Personnel Policy Handbook has been developed for the purpose of explaining the rules, policies and procedures affecting employees of the City of North Newton. The Personnel Policy Handbook shall become effective upon official adoption by the City Council and shall supersede and repeal all existing personnel procedures and policies of the City.

Equal Employment Opportunity will be assured in the personnel system and affirmative action provided in its administration. All decisions regarding recruitment, hiring, promotions and other terms and conditions of employment will be made without discrimination on grounds of race, sex, disability, religion, age, color, national origin or ancestry, or other factors which cannot be lawfully used as a basis for an employment decision.

Employment with the City of North Newton is voluntarily entered into, and the employee is free to resign at any time, with or without cause. Similarly, the City of North Newton may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of the City of North Newton employees.

This Personnel Policy Handbook is not a contract of employment. However, all of the sections of the handbook are conditions of your employment. By accepting an offer of employment from the city, you accept these conditions.

The following rules, regulations and other administrative provisions for Personnel administration are established to:

1. Promote and increase efficiency and economy in the city service.
2. Provide fair and equal opportunity to all qualified citizens to enter city employment in all occupations on the basis of demonstrated merit and fitness ascertained through fair and practical methods of selection without regard to race, color, sex, handicap, familial status, religion, national origin or ancestry.
3. Develop a program of recruitment, advancement and tenure which will make the city service attractive as a career.
4. Establish and maintain a uniform plan of evaluation and compensation based upon the relative duties and responsibilities of positions in the city service to assure a fair and equitable wage or salary to all employees.
5. Establish and promote high morale by providing good working relationships, uniform personnel policies, opportunity for advancement without regard to race, color, or sex, and consideration for employee needs and desires.

B. Rules Established

The policies and rules contained herein shall be effective upon adoption and reviewed every five years thereafter by the Council. Final action on any personnel policy matter rests with the Council unless explicitly delegated. The Council may amend these policies at any time.

1. Administration

Responsibility for the administration of these personnel policies is delegated to the Administrator.

2. Applicability

The policy applies to all employees except the Municipal Judge, City Attorney, and City Prosecutor. Persons who serve the City without pay shall be considered volunteers and shall not be considered employees. Volunteers must abide by City policies, rules, and regulations. This policy applies to the Administrator unless exceptions are stated in statutes, ordinances, or policies to the contrary or contractual arrangement.

C. Department Regulations

The head of any department may formulate in writing reasonable administrative regulations for the conduct of the department which shall be available to all departmental employees. Nothing in this section shall be construed as granting any department authority to adopt regulations in violation of, or in conflict with, personnel regulations approved and adopted by the City Council.

II. RECRUITMENT AND SELECTION

A. Equal Employment Opportunity

1. Purpose

The City of North Newton is an Equal Employment Opportunity employer. The City of North Newton does not discriminate in its employment and/or personnel practices on the basis of race, color, religion or creed, gender, age, national origin, or disability as defined by applicable state and federal laws. This policy applies to all terms and conditions of employment, including but not limited to, recruitment, hiring, placement, promotion, demotion, termination, layoff, recall, transfers, leave of absence, compensation, benefits and training. The City of North Newton prohibits any form of unlawful employee harassment based on race, color, religion, sex, national origin, age, disability, status as a veteran, or status in any group protected by federal, state, or local law. Any person with a suggestion, issue or complaint regarding equal employment should contact the City Administrator or a department head.

B. Job Descriptions

Prior to recruiting employees for any position within the City, a written job description for the position must be approved by the Administrator. In the case of a new or vacated position, the proposed job description will specify minimum qualifications required of applicants.

C. Qualifications of Employment

Each applicant shall complete a job application form. Only those applicants that meet the minimum qualifications will be considered for the position.

D. Citizenship Verification

All employees hired after November 6, 1986, for any position with the City, shall complete an employment eligibility verification statement and shall present appropriate documentation to verify identity and eligibility in compliance with the Federal Immigration Reform and Control Act of 1986.

E. Solicitation and Advertising

Notification of full-time openings, including salary range and written job descriptions, will be made known to City employees. All positions that become available will have an open recruitment, and the job description will be advertised in appropriate media. This does not preclude use of other solicitation techniques. All advertisements and notifications which identify the City will state that the City is an Equal Opportunity Employer.

F. Screening

1. Application, resume and credentials of each applicant will be reviewed to determine if minimum qualifications specified in the job description are met.

2. Prior to an interview each interviewee will be requested to complete a standard job application form which conforms to applicable laws and regulations.
3. Interviews will be conducted by the Administrator and/or any relevant Department Head. The Mayor and/or members of Council may participate in interviews if requested by the Administrator. References will be contacted to assist in evaluating applicants.

G. Selection

1. The selection described in this section shall not apply to temporary and/or part-time employees.
2. Appointed employees, Department Heads, Municipal Judge, City Attorney and City Prosecutor shall be hired by the City Administrator. All other employees shall be selected by the supervising Department Head subject to approval by the Administrator. The City's Affirmative Action Program will be considered fully in all hiring decisions.
3. Once selection has been made, an offer of employment will be made by letter. The letter will contain at least the position title, annual or hourly salary, starting date and any other specific items agreed to between the City and the applicant.
4. The selected applicant will indicate acceptance of employment by letter, or by signing and returning the offer of employment.
5. Once the position has been filled, any remaining candidates will be notified that they are no longer being considered for the position.

H. Moving Expenses

At the discretion of the Council, moving expenses of a new exempt employee or Department Head (see Section III-J-4 for definition) may be paid by the City if moving is required for the job. Such expenses may include reimbursement for transportation costs for the employee and family, the movement of household and personal effects and personnel placement agency fees. A maximum of one month's beginning salary may be allowed to reimburse an exempt employee for such documented expenses. Prior to the move the employee shall discuss proposed expenses with the Administrator. Estimates and authorizations shall be in writing.

I. Record Keeping Requirement

Resumes, application forms, test results, interview notes and any other documentation of the selection process relative to all applicants will be filed and stored in the personnel files for at least 24 months following final selection.

J. Record Custodian

The City Clerk is hereby appointed as official custodian of the personnel files. The Clerk shall become and remain informed of confidentiality and record keeping regulations and requirements in regard to personnel files.

III. CONDITIONS OF EMPLOYMENT

A. Maintenance of Time Records

1. Absences from scheduled work periods shall be classified as unauthorized absences unless authorized under the terms of these City Personnel Policies. Employees will only be paid for hours worked or hours covered by authorized absences.
2. All absences will be recorded on the employee's time record.

B. Accidents

1. Any injury or illness occurring in conjunction with job activities will be reported to the supervisor before the conclusion of the current shift.
2. The supervisor shall complete an Accident Investigation Form within 48 hours and turn it over to the City Clerk for review. Each report will contain the time, place, description of accident, names of those involved, nature of injuries to individuals or property, and action taken to alleviate such injuries.
3. Employees must comply with the City of North Newton Return to Work Policy. Returning injured employees to work as soon as possible benefits both the employee and the City of North Newton.

C. Office Conduct

The City of North Newton commits to encouraging a safe, supportive and productive work environment. Employees are expected to report to work at the appropriate time and exercise common courtesy and good manners. Practicing principles of honesty, integrity and respect are required. Professional dress is expected for office employees. Employees in the police department and maintenance department will wear the uniforms provided to them by the city.

The Administrator shall prescribe additional rules of office conduct as needed.

D. General Safety

Safety is a primary responsibility of every City of North Newton employee. The City of North Newton strives to provide safe working conditions throughout its facilities. It is the duty of each employee to work safely at all times. Employees should report any unsafe conditions or employee practices to a supervisor or City Administrator. Any on-the-job accident, injury, or near miss should be reported to a supervisor immediately. Where necessary it is the responsibility of each employee to use protective equipment and clothing as provided by the City of North Newton. Working safely is a condition of continued employment with the City of North Newton. Employees who ignore safety policies and rules as established by the City of North Newton or any of its departments

will be the subject of disciplinary action up to and including termination. Failure to comply with safety policies may result in disciplinary action.

E. Workplace Violence

The City of North Newton is committed to providing a safe and secure workplace for all employees, volunteers, customers and citizens. The City of North Newton strictly prohibits and deems unacceptable any violent or harassing practices, whether verbal, physical, or environmental in nature and will not tolerate any type of workplace violence committed by or against employees. It is the responsibility of all employees to report any incidents that appear threatening, harassing, or violent in nature. Employees are responsible for notifying their supervisor or the City Administrator if they are a witness to or a victim of violent or harassing behavior(s).

F. Substance Abuse

Employees must comply with the City of North Newton Substance Abuse Policy. Use, sale or possession of alcohol or illegal drugs or substances shall not be allowed in the workplace or while on duty. See appendix C.

G. Conflict of Interest

1. Volunteer Organization

Employees are encouraged to participate as a volunteer in national, state, and local voluntary organizations. Such participation must not interfere with City business and will not be reimbursed except as a part of a specific work assignment made by the supervisor.

2. Nepotism

No person shall be regularly employed in any department supervised by a member of their immediate family. If two employees within the same department marry during the period of their employment, one of the employees shall be transferred to another shift or area at the earliest possible time without loss of pay. This policy shall not apply to temporary and/or part-time employees.

3. Other Employment

Employees may carry on other jobs if:

- a. There is not conflict in working hours.
- b. The employee's efficiency is not reduced.
- c. There is not conflict of interest that could cause embarrassment to the City or the employee.

H. Political Activities of Staff

1. An employee shall resign from the City upon filing as a candidate for City Council or Mayor.

2. An employee shall resign from the City upon accepting a position as campaign manager or treasurer for a candidate for City Council or Mayor.
3. Except for exercising the right to vote, employees are not permitted to engage in any political activity involving the election of candidates for any city office.
4. Employees are not permitted to solicit, sell, 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.
5. All employees will be encouraged to register to vote and vote at all elections in which they are lawfully qualified.
6. Supervisors or members of their immediate family may not solicit employees under their supervision for political contributions or for participation in political activities.
7. Solicitation for political contributions or for political activities may not occur during City functions or during regular hours of employment.
8. Employees will confine their political activities to areas other than their place of employment, to functions not involving the City, and to times other than their hours of employment.
9. Campaign stickers, posters, and pamphlets may not be displayed or distributed at an employee's place of employment, at City functions, or during an employee's hours of employment.
10. An employee may not use official authority or influence to coerce the partisan political action of a person or body.
11. Except as limited above, employees may voluntarily engage in political activities on their own time at functions not involving the City and in places other than their place of employment, such as:
 - a. Be a member of the political party of their choice.
 - b. Actively engage in campaigning for the party and the candidates of their choice.
 - c. Contribute to the political party and candidates of their choice.
12. Employees are not permitted to be members of Newton-North Newton Area Planning Commission, except where such membership is specifically authorized by City ordinance or where such membership is ex-officio.
13. Authorized activity is encouraged without offer of special favor or fear of penalty.

I. Residency

1. While not all employees are required to maintain residency within the City, some employees subject to frequent call-out for emergency services are expected to reside within a reasonable distance of their place of employment.
2. An employee who changes their residency so that it fails to comply with a formally adopted policy of the City may be terminated for this cause.

J. Direct Compensation

1. The Council desires that pay relationships among positions within the City be equitable. These criteria, including job performance, are applied uniformly to determine compensation levels for individual employees.

2. Salary Structure

The Council shall set salaries and shall annually review the Administrator's report on the following:

- a. Job Classification
- b. Position Evaluation
- c. Salary Survey

3. Job Classification

City positions which require similar knowledge, training, work responsibilities, work activities and working conditions are grouped into job classifications. Each job classification is defined by a job description which documents: title, supervisory responsibilities, indicates who supervises the employee, areas of accountability and minimum qualifications.

4. Position Evaluation

The activities carried out within each job classification shall be evaluated periodically. These activities shall be compared with those in other job classifications. Based on these comparisons, recommendations will be made as to the appropriate pay scale for each classification.

5. Salary Survey

The Administrator, as they deem necessary, shall present in writing to the Council a report showing salary schedules for similar positions in other cities in the area.

6. Pay Plan

The recommended Pay Plan shall be developed to satisfy the two major criteria of internal equitability and external competitiveness. To satisfy these two criteria, the Administrator shall combine the results of the job evaluation procedure with the results of the salary survey.

7. The Pay Plan is shown in Attachment I of these Policies.

8. Pay Dates

Employees will be paid on a biweekly basis. The pay period starts on Saturday at 12:00 am and ends fourteen days later on Friday at 11:59 pm. Payday is the following Friday after the conclusion of the pay period.

K. Discipline

Any employee who violates City policy and/or fails to satisfactorily perform duties assigned is subject to disciplinary action. Disciplinary action shall be administered by the Administrator or Department Head for such causes as: unauthorized or excessive absences, failure to perform duties assigned, violation of City policies or administrative rules and procedures, gross misconduct, and for such other flagrant acts or omissions which inhibit the City's operation. Discipline is intended as a positive factor. The purpose is to correct actions which inhibit the performance of an otherwise valuable employee. In addition, discipline is a factor in performance evaluation. Employees must be informed of any disciplinary action in regard to their personal performance.

The following levels of discipline will apply for violations of rules and regulations or failure to perform duties satisfactorily but the city reserves the right to use only one or two of these levels depending on the severity of the situation:

- a. Oral or written reprimand
- b. Suspension and written reprimand
- c. Termination

L. Employment Status

1. Temporary Employees

Temporary employees, including seasonal employees, are those who have been retained to perform services for any specified number of hours per day, but the duration of their employment is not expected to continue longer than six months. These employees shall be told the probable length of service when interviewed. Employees engaged in this capacity are not eligible to participate in the staff benefit plan described herein. Temporary employees are not paid for holidays.

2. Part-time Employees

Part-time employees are those who normally and regularly work less than a 20-hour work week. Part-time employees are not eligible for the benefits normally associated with full-time employment.

3. Full-time Employees

Full-time employees are those who normally and regularly work twenty or more hours per week and whose employment is not expected to be temporary. Full-time employees are eligible for the benefits described herein.

The City establishes two classifications of employees: Exempt and Non-Exempt. A non-exempt employee is expected to work no more than forty (40) hours per week and eighty-six (86) hours in a two week pay period for the Deputy Police Chief and other Patrol Officers and shall be compensated for hours worked over 40 hours and 86 hours respectively in accordance with the Fair Labor Standards Act. Exempt employees may be required to work more than 40 hours per week and are exempt from the overtime requirements under the FLSA. The classifications and corresponding position titles are as follows:

EXEMPT: City Administrator
 City Clerk
 Police Chief
 Public Works Director
 Municipal Judge
 City Attorney
 City Prosecutor

NON-EXEMPT: Deputy Clerk
 Municipal Court Clerk
 Assistant Public Works Director
 Maintenance Worker
 Administrative Assistant
 Crossing Guard
 Deputy Police Chief
 Patrol Officer

4. The following positions are appointed by the Administrator:

Chief of Police	City Clerk
City Prosecutor	Deputy Clerk
Municipal Court Clerk	Municipal Judge
Public Works Director	City Attorney

Mayor and Council will appoint the City Administrator.

5. Supervisor is a term applied to any employee assigned to direct and control the work of another employee. Supervisors have the authority to hire, fire and discipline the employees in their department.

M. Hours of Operation

The Administrator and Department Heads will establish work hours and assure that City offices are accessible to the public during normal business hours established by the Council.

N. Premises Security

1. All employees are responsible for the protection of the City premises, equipment, files and supplies.
2. City equipment, files and/or supplies will only be removed from the office for legitimate City business. The Department Head will record when it was removed and who is responsible for its return.
3. Employees shall be expected to take reasonable actions to maintain security. Any incident where security was not maintained shall be reported to the Administrator.
4. Each employee shall review and sign the Information Security and Use of Technology Policies and Procedures which addresses security standards for protecting confidential data and principles regarding social media.
5. Employees are prohibited from giving keys to city buildings, vehicles or equipment to unauthorized persons. If such keys ever become lost or stolen, employees need to report this immediately to their supervisor or to the City Administrator.

O. Overtime

1. For non-exempt employees, overtime must be approved in advance by the Administrator or Department Head. Such employees will be compensated at the rate of 1 ½ times the normal wage (as computed on an hourly basis) for hours worked in excess of 40 hours per week for employees outside of the police department, and in excess of 86 hours per a two week pay period for the Deputy Police Chief and Patrol Officers. Any police officer who is called out while they are “on call” shall be entitled to 1 1/2 times their hourly rate with a minimum of one hour credit for time spent. Employees may take time off in lieu of overtime pay in accordance with federal requirements (FLSA).
2. Exempt employees are expected to perform as their workload requires. In no case shall overtime compensation be paid to exempt employees.
3. Employees who are not “on call” but who are called back to perform emergency or necessary services shall be compensated at a rate of a minimum of 2 hours at time and a half of the employee’s usual pay.

P. Payroll Deduction

1. All salary deductions are itemized on the paycheck stub. Any questions regarding the computation of these or other deductions shall be directed to the City Clerk.
2. The following standard deductions are authorized by law to be deducted from all employees’ pay that are eligible:
 - a. Federal and State Income Taxes

- b. Social Security (F.I.C.A.)
- c. Kansas Public Employee Retirement System (KPERs)

The City offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

- 3. Payment beyond current pay period is considered an advance. No advances on salary are to be given.

Q. Use of City Property

- 1. Employees may use office telephones for local phone calls which cannot be made during non-business hours or from another available telephone. Personal long distance calls placed upon City phones shall be paid by the employee placing the call.
- 2. Long distance calls made on personal phones associated with City business shall be reimbursed by the City upon presentation of bills.
- 3. Employees may make personal use of the City copy machine only in the same manner available to the public. Personal use of office supplies is discouraged.
- 4. Employees are responsible for any City property assigned to their care. Improper or negligent handling or willful damage to City property is a violation of this policy, and cause for termination.
- 5. Employees who have lost or destroyed any equipment issued to them by the City may be required to make restitution if the loss or damage is the result of negligence on their part.
- 6. Employees shall promptly report the need for repairs of any City owned property issued to and used or possessed by them to the responsible Department Head.
- 7. No employee shall alter, repair, or in any way add to or remove property without permission. This includes building, office equipment, machines, firearms, communication equipment and motor vehicles.

R. Orientation Period

- 1. All employees except temporary employees shall serve an orientation period of ninety (90) days.
- 2. If at the completion of the 90 day orientation period an employee's work is unsatisfactory, the employee shall work with management personnel on any corrective action plan.
- 3. During the orientation period employees who resign are requested to provide two week's advance notice.

S. Managerial Relationships

1. To the extent practicable, each City employee is assigned to a specific Department Head. The Department Head is responsible for providing ongoing guidance under the general direction of the Administrator.
2. Each employee develops individual work objectives and plans with the Department Head.
3. In order to facilitate the day-to-day operation of the City, each employee should assume individual responsibility for notifying the Department Head of absences in advance whenever possible.
4. In the event of a planned trip on City business, the employee must discuss the necessity for such a trip with and receive the authorization of the Department Head. A summary sheet of staff travel showing trip purpose, destination and cost shall be submitted to the Department Head for approval prior to payment.
5. Department Heads are responsible for maintaining sufficient personnel to meet division objectives. Therefore they shall consider such needs in discussion of requests for time off, vacation leave, other types of leave and any other planned absence from the job with the employee. The Department Head shall record all such absences. The Administrator may cancel such arrangements to meet overall City needs.
6. The Department Head is responsible for performing a formal or informal Performance Appraisal on the employment anniversary date for each person they supervise. Likewise, the Administrator shall perform a formal or informal Performance Appraisal on the employment anniversary date for each Department Head. Formal written evaluations will be required if employee's work is unsatisfactory and there is a corrective action plan being implemented. The City encourages informal evaluations on an ongoing basis between supervisor and employee regarding work issues and job performance where feedback is given from both parties. If the employee's work is satisfactory and employee is meeting the expectations of the supervisor then informal evaluations are acceptable on the employment anniversary date. These evaluations form the basis for tenure increase for the employee. Tenure increases, within budgetary constraints, become effective on the employee's employment anniversary date of each year.

T. Termination

1. Definitions

Termination: The employee is removed from employment involuntarily for reason described in Section III-S-5 below.

Layoff: The employee is removed from employment due to shortage of funds or lack of work.

Resignation: The employee, for personal reasons, chooses to leave City employment.

2. Termination of Temporary Employees

Temporary employees may be terminated at any time due to change in workload requirements, budgetary limitations and/or failure to perform in a satisfactory manner.

3. Termination of Employees During Orientation Period

During an orientation period, any employee may be terminated for documented reasons based on performance evaluation unless the termination is due to budgetary constraints.

4. Termination of Part-time Employees

Termination of part-time employees follows the same procedures as apply to full-time employees.

5. Reasons for Termination

Any of the following reasons may constitute the basis for termination:

- a. Gross misconduct.
- b. Failure to perform job satisfactorily.
- c. Excessive or unauthorized absenteeism.
- d. Violation of City policies or administrative rules and procedures.
- e. Other such flagrant acts or omissions which inhibit the City's operation.
- f. Staff reductions due to budgetary constraints.

6. Termination of Full-time Employees

At-will employees may be terminated at the discretion of the Department Head upon consultation with the City Administrator.

Termination procedures are as follows:

- a. Employees who allegedly act, fail to act, or cause action which may, in the judgment of the Department Head with concurrence of the City Administrator, constitute a basis for termination shall be relieved of all duties. The employee will be provided with a written set of reason(s) for termination, over the signature of the Administrator. This will constitute a notice of termination. Upon receipt of notice to terminate, the employee shall check in any/all City property signed for and vacate the office unless specifically authorized otherwise by the Administrator.
- b. If an allegation is made the employee is suspended with pay for scheduled hours of work while an investigation of the allegation is conducted. The suspended employee shall be relieved of all duties. If an allegation is made the employee may accept termination or request an appeal before the City

Grievance Committee, in accordance with the grievance procedure outlined in Section X. The employee must, in writing, notify the Administrator as to their intent to appeal within three (3) working days of the notice of termination.

- c. If, following the hearing on the grievance appeal, the Grievance Committee's decision is to reinstate, the reinstatement shall become effective the first working day following notification to the employee of the decision. If reinstated, the employee shall receive back pay for those days not worked (if any) after the end of the paid suspension period because of the termination process. All benefits will continue without break or loss of vesting or seniority.

7. Final Compensation

- a. Full-time employees are entitled to earned, unpaid salary and earned, unused vacation pay. Pay in lieu of vacation is limited to twenty-five (25) days of accumulated vacation leave.
- b. Part-time, temporary and employees that have not completed their orientation period are entitled to all earned, unpaid salary.
- c. In no case is an employee entitled to be paid for accrued but unused sick days.
- d. Final compensation, including unpaid salary and vacation pay, will be distributed to the employee on the first payday following termination. Prior to final compensation, however, the employee must turn in any City property checked out to the employee in accord with Section III-O. In case of death, final compensation shall be paid to the surviving spouse or employee's estate.

U. Layoff

1. Definition

Layoff: The employee is removed from employment due to shortage of City funds or lack of work.

- 2. Layoff of employees shall be dependent upon the need for certain skills necessary to City operation. The Administrator shall determine the need for such skills and determine which employees are to be retained and which are to be laid off.
- 3. Orientation shall not be required of employees reinstated during layoff unless the employee has not completed the orientation period.
- 4. Layoffs shall be reflected in the employee's personnel records. An employee rehired after more than twelve (12) months of separation or layoff will be considered a new hire and will serve a new orientation period.

V. Resignation

1. When an employee voluntarily resigns from a position, a suitable letter of resignation shall be submitted to the immediate supervisor no less than ten (10) work days prior to the anticipated departure. When possible a letter of resignation should contain the reasons for resigning and the anticipated last day on the job. If requested by the supervising Department Head or Administrator, the resigning employee may be asked to immediately vacate the premises.
2. Any employee resigning shall receive all earned unpaid salary and earned unused vacation pay; however, pay in lieu of vacation is limited to a maximum of twenty-five (25) days.
3. Final pay will be distributed on the first payday following the effective date of resignation.

IV. FRINGE BENEFITS

A. General Benefits

1. Qualifications

Full-time, regular employees shall be eligible to receive benefits as indicated in this Section and as reflected in Section III. Part-time employees receive only the benefits required by law.

2. Health Insurance/Dental Insurance

On the first day of the month following thirty days of employment, full-time employees will be offered health insurance for themselves and their families. The City will pay a percentage of the premium and the employee will be responsible for the remaining amount. The employee's portion will be deducted from their paycheck.

Dental Insurance is also available to employees and their families through our health insurance carrier. This premium is paid 75% by the employee. The premium will be deducted from the employee's paycheck.

3. Vision Insurance

On the first day of the month following thirty days of employment, full-time employees will be offered vision insurance for themselves and their families. This premium is paid 100% by the employee. The premium will be deducted from the employee's paycheck.

4. Flexible Spending Account

The City maintains a Section 125 Flexible Spending Account for qualified out of pocket health care expenses, dependent care expenses and provides pre-tax health care premiums. This benefit is voluntary and available to full time employees on the first day of the month following thirty days of employment.

5. Social Security

All employees are covered by the Federal Insurance Contributions Act (Social Security) and both the employer and employee contribute to the federal retirement plan as required by law.

6. Kansas Public Employees Retirement System (KPERs)

The City participates in KPERs. Enrollment in KPERs is mandatory for all employees starting on the first day of employment. Details of enrollment are contained in the KPERs Membership Information Manual.

7. Eligible employees may voluntarily participate in a government deferred-compensation program. Details of eligibility and participation are described in the Deferred Compensation Plan.

8. Unemployment Compensation

The City complies with the Kansas Employment Security Laws.

9. Life Insurance

Available following one month of service to eligible employees. Premiums are paid by the City.

B. Membership in Professional or Technical Organizations

1. Request of Employee

Employees may request that the City reimburse the employee for job-related professional or technical organization dues and fees. The Department Head shall have discretion to approve or disapprove the request based upon need, relevance to the job, budgetary considerations, or other factors deemed important by the Department Head.

V. LEAVE AND AUTHORIZED ABSENCE BENEFITS

A. Sick Leave

1. It is the intent of the City that, within the limits of the City's resources, full-time employees shall be entitled to sick leave without loss of pay in the event of absence resulting from illness or injury. Therefore, all full-time employees shall be allowed sick leave as earned on the basis of one (1) working day for each full month of employment. Full-time employees will start accruing sick leave on the first day of employment. Sick leave time is to be recorded as a contingency insurance to be used for personal illness, medical, dental and optical examinations which will absent the employee for more than one hour. Earned vacation time may be used for sick leave purposes if the employee so chooses. No employee shall be permitted to use sick leave for any period spent on unauthorized leave or participating in any unlawful work stoppage. Any employee who improperly claims sick leave shall be subject to disciplinary action, including loss of pay or dismissal.
2. The City reserves the right to require after three consecutive days that a request for approval for sick leave be supported by a certificate from a practicing physician. In the event that a medical certificate will be required, the employee will be so advised by the Administrator or Department Head prior to return to work. A work release from a physician may be required.
3. No employee may accrue more than 60 days of sick leave. No pay will be issued for unused sick leave at the time of termination of employment.
4. The Department Head or Administrator must be notified of the employee's inability to report for work as soon as possible on the morning of the first day absent. Failure to notify can result in the absence being charged as vacation or as leave without pay. If the absence is prolonged, the employee should notify the office of expected return date. Failure to notify may result in disciplinary action.
5. The minimum sick leave unit which will be granted is one hour.
6. In the event of prolonged illness, the Administrator may grant an extension of sick leave, within the resources of the City, on the basis of consideration of the individual case (e.g., agree to continue a person on leave with pay or part pay for additional period of leave). The criteria for such a leave allowance shall be based upon the individual employee's performance and value to the City's operation. Such action must, however, be treated as a rare exception.

B. Compassionate Leave

Full-time employees may be granted up to but not to exceed 15 days of compensated leave for compassionate reasons. Such reasons shall include, but not be limited to, death in the immediate family, birth of an employee's child, adoption, or other significant life events. Such absences shall be at the discretion of the City Administrator in consultation with the Supervisor.

C. Jury Duty and Election Board

Full-time employees called for jury duty, election board or being a witness on another's behalf shall receive full pay during such absence.

D. Personal Leave

1. Personal leave is for the purpose of personal or business reasons of the employee.
2. Personal leave shall be one day per year non-cumulative from year to year.
3. Eligible employees start earning personal leave on January 1 following the first day of employment.

E. Military Leave

Employees who are covered under the Uniform Services Employment and Re-employment Rights Act (USERRA) include any employee who is a member of, applies to be a member of, performs, has performed, applies to perform, or has an obligation to perform service in uniformed services. Such employees shall not be denied initial employment, reemployment, retention in employment, promotion, or any benefit of employment on the basis of that membership, application for membership, performance of service, application for service, or obligation.

1. Eligibility

Any employee who leaves city service for military duty shall be placed on military leave without pay, such leave to extend through thirty days after their release from service. If not accepted for such duty, the employee shall be reinstated in his present position without loss of status or reduction of pay. (See K.S.A. 73-213 et. seq.)

2. Restoration

An employee returning from military leave shall be entitled to restoration to their former position or a position of like pay and responsibility, provided they apply for reinstatement within 30 days after their release from duty and, provided further, they are physically and mentally capable of performing the duties of the position involved.

3. Vacation and Sick Leave

Upon restoration to city service the employee shall be restored all vacation and sick leave credits unless he shall have been paid for unused vacation leave at the time of their induction or enlistment.

4. Military Training

Any employee who is a member of any reserve component of the United States Armed Forces or the National Guard shall be granted military leave for a short tour of active duty or field training encampment. (See K.S.A. 48-222)

F. Injury/Work Related Illness Leave

1. All injuries or work-related illness occurring on the job shall be reported as soon as possible to the employee's immediate supervisor.
2. Any employee injured on the job or one experiencing a work-related illness shall be eligible to receive injury/work related leave with pay during the seven-day waiting period for workers' compensation claims.
3. Absences will be charged in accordance with Sick and Leave policy.

G. Vacation

1. Each full-time employee is eligible to accrue vacation. Employees with less than five years of service shall accrue .8333 working days of vacation per month, with the first six months of accrual (5 working days) available immediately upon hire. Five or more years of service shall accrue 1 working days of vacation per month. Ten or more years of service shall accrue 1.25 working days of vacation per month. Fifteen or more years of service shall accrue 1.5 working days of vacation per month. Twenty or more years of service shall accrue 1.67 working days of vacation per month.
2. An employee's vacation benefit shall accrue from the anniversary date of initial employment. Vacation is not calculated on a calendar year basis. Example: After the first six months of employment, employee will have accrued five working days of vacation.
3. Given that vacation time is provided as a benefit with the expectation that it will be enjoyed by the employee, a maximum of thirty (30) days annual vacation may be accrued. Any exception must be approved by the City Administrator.
4. Pay in lieu of annual vacation will not be made other than at the time of termination or resignation.
5. Vacation time may not be taken in duration of greater than two weeks without special arrangements being made with the Administrator. Employees will be permitted to use vacation leave in units of not less than four hours subject to approval of their supervisor.
6. Paid holidays which occur during a vacation leave are not counted as a day of vacation.
7. During the calendar year an employee may trade the previous calendar year's unused sick leave for vacation leave at the rate of ½ day vacation for each full sick leave day.

8. Vacation time will not be accrued when an employee is on sick leave in excess of fifteen working days.
9. In order to provide sufficient personnel to cover City business, employees shall arrange vacation scheduling with their Department Head or Administrator. Such scheduling should have as much lead time as possible. For example, for a week's vacation one month notification should be given. However, vacation may not be taken unless authorized.

H. Holidays

1. The City will observe the following ten (12) paid holidays each year: New Year's Day, Martin Luther King Jr. Birthday, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, Christmas Day and the day before or after Christmas Day. Scheduling of the day before or after Christmas shall be approved by the Administrator.
2. If a holiday falls on a Sunday, the employee is entitled to the following day off; or if on a Saturday, the employee is entitled to the preceding day off. In such instances, the City office will be closed. If a person is on sick leave on a holiday, such absence shall not be counted as a sick leave day.
3. Nonexempt police officers, with the exception of the Deputy Chief, will be scheduled for duty on holidays. The employees will be compensated for hours on duty at regular pay rate plus an additional eight hours holiday pay at regular pay rate. The holidays recognized by the City are listed above in section H-1.

I. Leave Without Pay

At the discretion of the Administrator, leave without pay may be granted up to a maximum of two weeks.

J. Leave Under the Family and Medical Policy

1. All employees are entitled to a total of 12 weeks leave during any 12 month period for one or more of the following: 1) birth of a child, 2) placement of a child for adoption or foster care, 3) caring for a spouse, child or parent with a serious health condition, or 4) the serious health condition of the employee that renders him or her unable to perform the functions of the position. A serious health condition is defined as inpatient care at a hospital, hospice, or residential medical care facility, or continuing care by a doctor of medicine or osteopathy or other health care provider. In order for employees to be eligible for this benefit, they must have worked for the City at least twelve months and a minimum of 1040 hours in the last twelve months.
2. Certification by a health care provider is required to support an employee's request for leave due to a serious health condition that makes the employee unable to perform the functions of the position, or to support an employee's request for leave in order to care for the spouse, son, daughter, or parent of the employee if such

spouse, son, daughter, or parent has a serious health condition. Certification should include: 1) the date the condition began, 2) its probable duration, 3) appropriate medical facts, 4) an assertion that the employee is unable to perform the essential functions of the employee's position, or that the employee is needed to care for a sick family member for a specified time.

3. An employee may take the 12 weeks of leave intermittently for a serious health condition (i.e., take a day periodically when needed or use the leave to reduce the work week or work day) resulting in a reduced work schedule. The employee and their supervisor must agree on such reduced work schedule if it is taken for the birth, adoption or foster care of a child.
4. If employees have accumulated paid leave for less than 12 weeks, the remainder of the 12 weeks may be taken as unpaid leave. The City will require the employee to use all paid vacation or other paid leave (including sick leave) before taking unpaid leave.
5. When an employee plans to take leave under the policy, the employee is required to give their supervisor 30 days notice, except for bona fide emergencies and unplanned medical treatment, which will be accommodated as soon after the notice as practicable.

K. Other Forms of Leave or Time Off

1. Meetings/Seminars: An employee may be granted time off with pay to attend meetings, seminars, or conventions of professional and technical organizations when such attendance is authorized by the City Administrator.
2. Education: An employee may be granted leave without pay for a period of up to one year to further their education or seek specialized training related to their job, if approved by both the City Administrator and City Council.

VI. PERFORMANCE EVALUATION

A Performance Evaluation is used to promote a high level of operating effectiveness for both the employee and City. It is the basis for identifying both the degree to which planned activities have been carried out and the individual contributions toward achieving objectives.

The Performance Evaluation shall serve as a basis for improving employee productivity, awarding merit increases, and offering promotions.

A. Performance Evaluation Process

1. Schedule

Performance Evaluations for employees shall occur on the employee's anniversary date. Either the Supervisor or employee may call for an evaluation at other times.

2. Basis of Performance Evaluation

The supervisor and employee should engage in ongoing conversations regarding job issues and work performance. In the event the performance of the employee is unsatisfactory the supervisor will present the employee a written statement outlining the area that needs improvement and the corrective action required, which will be subject to further evaluation at a later date. Both supervisor and employee will sign to acknowledge that the evaluation occurred. Evaluations may be reviewed by the Administrator.

B. Salary Adjustments

1. Tenure Increases

The purpose of Tenure increases is to acknowledge the benefits of increased employee experience on the job. Annual tenure increases of 2% of salary will be granted to each employee who demonstrates satisfactory performance, as determined during their performance evaluation. Such increases will be applicable upon the anniversary date of employment with the City.

Employees shall be eligible to receive 1%, 2%, 3% and 4% raises on their 5th, 10th, 15th and 20th anniversary respectively. Such raises shall be available if such employee has met the top level of their current pay range. Such increase, if granted, shall not have the effect of increasing the pay range of the affected position.

2. Cost-of-Living or Salary Adjustments to Pay Plan

The City Council shall annually consider adjustment of the Pay Plan due to increases in the cost-of-living or market conditions in accordance with procedures described in the Pay Plan, Attachment I of this policy.

3. Merit Increase

In lieu of a Tenure Increase, the City Administrator may authorize a merit increase for exceptional performance. Any such merit increase shall be within budgetary constraints and shall not result in a salary increase for the employee above the established range of their position.

4. Promotions

A promotion is the filling of a position by the advancement of an employee from a lower level job position to a higher level. The promoted employee shall not receive a decrease in salary and will retain benefits previously accrued with the City. Positions in the City shall be filled by promotion if satisfactorily qualified employees are available. Promotions will be based on the Performance Appraisal Report and qualifications. When these are equal, promotions shall be awarded according to seniority and/or City affirmative action plan.

5. Demotions

The lowering of a regular employee to a lower level job position is a demotion. The Performance Evaluation Report and subsequent ratings shall be the basis for such demotion.

6. Employees with Special Skills

Circumstances occur where the City needs to retain the services that are not the responsibility or within the job description of any City employees. City employees may and have provided such services that resulted in cost saving to the City. Such services have included IT services, graphic design, webmaster, welding, electrical and plumbing repair and equipment fabrication. The City wishes to recognize such talents and share in the cost savings. If the City Administrator and City Clerk recognize such skills are regularly provided by an employee, they may authorize a stipend not to exceed 5%. Typically an employee who is demonstrating one or more of these skills would be granted a pay increase in lieu of the provisions of this paragraph. The provisions of this section will apply only after the employee has reached their maximum salary within the existing pay scale plan.

VII. REIMBURSEMENT OF WORK EXPENSES

A. Policy

It is the policy of the City to reimburse employees for reasonable expenses incurred as a result of City business.

B. Authorization

See appendix C.

C. Travel Allowances

See appendix C.

D. Lodging Allowances

See appendix C.

E. Meals

See appendix C.

F. Luncheons

The cost of a lunch in the region shall be reimbursed only if it is part of a business meeting with persons other than City of North Newton employees.

G. Reimbursement

See appendix C.

H. Advance Money to Meet Expenses

Employees may travel with a City Credit Card to avoid having to incur personal expenses up front. See appendix C for details.

VIII. STAFF DEVELOPMENT

A. Policy

It is the policy of the City to encourage the professional growth of all personnel through continuing education and training. Every effort will be made to encourage and assist such activities on the part of City personnel within the context of the City's workload and budget, which must be given priority in all cases.

B. New Employee Orientation

The new employee's Supervisor and/or City Clerk shall provide orientation and document the process using a checklist that will be placed in the employee's personnel file with all requisite materials for the position, including: loyalty oath, job descriptions, personnel policies, substance abuse policy, sexual harassment policy, information security & use of technology policies & procedures, safety information, and other background and orientation materials.

C. Staff Training

The Department Heads, in consultation with Administrator, may assign personnel to attend various training courses, seminars and workshops. These training activities are to be considered a part of the normal work of the City, are not considered leave, and regular pay and allowances apply as described in other sections of the Personnel Policies. The City will pay, in full, the cost of courses it requires subsequent to employment.

IX. PERSONNEL RECORDS AND FILES

A. Personnel Files

1. Confidential Employee File

The City Clerk shall cause to be maintained, on each employee, a confidential personnel file which contains:

- a. Personal data form (e.g., address, telephone number) which shall be kept up-to-date by the employee.
- b. All employment records, (e.g., applications, resumes, letters) and recommendations.
- c. Copies of all training and educational transcriptions, for courses paid by the City.
- d. Copies of all certificates and licenses.
- e. Copies of all performance evaluations.
- f. Copies of all commendations.
- g. Copies of all disciplinary correspondence.
- h. Oath of office, W-4, K-4 and other required forms.
- i. Form I-9 to be filed separately for audit purposes.

The contents of this file shall not be released outside the City, except as required by Law, without the written consent of the employee. Within the City, access shall be limited to financial and management personnel, as necessary to their assigned duties. This file shall be maintained in a secure manner by the City.

2. Employee Access to Files

- a. All individual employee evaluations and individual employee files generated within the City shall be available to the employee during regular business hours upon the employee's request to the Administrator or Department Head.
- b. The employee may review and have access to all of their evaluations and files generated in the City only in the presence of the Administrator or Department Head.
- c. The employee shall have the right to reproduce any of the contents of their personnel file.
- d. The employee may submit for inclusion in the file a written response to any material contained in such file.

B. Time Records

All hourly paid (non-exempt) City personnel will complete and submit time sheets to the Department Head. All employee absences of any nature, authorized or unauthorized, shall be recorded.

X. GRIEVANCE PROCEDURE

A. Grievance Definition

A “grievance” means an allegation by an employee resulting in a dispute or disagreement between the employee and the City on the interpretation or application of terms and conditions of employment.

B. Representation

The employee or the City may be represented by another party during any step of the grievance procedure.

C. Definitions and Interpretations

1. Extension

Time limits specified in the grievance procedure may be extended by mutual agreement.

2. Days

“Days” for purposes of the grievance procedure timetable shall mean working days. A working day is defined as any weekday not designated as a holiday by City Personnel Policies.

3. Decisions

All decisions shall be in writing and will be transmitted to all affected parties.

4. Grievance Committee

The Mayor and City Council shall serve as the Grievance Committee.

D. Time Limitation and Waiver

Grievances shall not be considered unless submitted in writing (Level One of this grievance procedure), setting forth the facts and the specific provision of the Personnel Policy allegedly violated or cause of grievance and the particular relief sought. The grievance shall be filed within ten (10) working days after the date the event giving rise to the grievance occurred. Such grievances must be filed in writing first with the supervisor.

Failure to file any grievance within ten (10) days shall be deemed a waiver of grievance. Failure to appeal a grievance from one level to another (see below) within the time periods provided shall constitute a waiver of the grievance.

E. Adjustment of Grievances

1. Informal Discussion

Before a written grievance is submitted, informal discussion shall take place between the aggrieved party and the supervisor. Through these discussions the parties shall attempt to resolve the problem.

2. Level I

If the grievance is not resolved through informal discussions, the aggrieved party may submit the grievance, in writing, to the supervisor who will transmit the written grievance to the Department Head and Administrator. Within five (5) days of notice the Administrator or their designee shall set a time to meet with the aggrieved party. Within five (5) days after the meeting, the Administrator or their designee shall issue a decision, in writing, to the parties involved.

3. Level II

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Grievance Committee. The appeal must be made in writing within five (5) days after receipt of the decision in Level I. If a grievance is properly appealed to the Grievance Committee, the Grievance Committee shall set a time to hear the grievance within five (5) days after receipt of the appeal. Such meeting shall occur within 20 days of receipt of appeal. Within five (5) days after the meeting on the appeal, the Grievance Committee shall issue a decision.

4. All parties to grievance may be present during all Grievance Committee deliberations.

5. Reprisals

No reprisals of any kind will be taken by the City against any aggrieved person, any representative of an aggrieved person, or any other participants in the grievance procedure.

6. Employee rights

Nothing herein shall be construed to limit, impair or affect the rights of any employee or group of employees, as provided in state or federal statutes.

7. Record of Grievance

No record of the grievance procedure shall be maintained in the employee's personnel file. A separate grievance file shall be maintained for City record keeping. Access to the Grievance file shall be covered by the same requirements as access to personnel files described in Section IX.

F. Proceedings Before the Grievance Committee

The Grievance Committee shall receive all written records bearing on the case as well as all other documents which parties to the grievance may wish to present. All such documents shall be made available to the other party when they are presented to the Grievance Committee.

Appendix A

TRAVEL AND BUSINESS EXPENSE POLICY

NORTH NEWTON

Policy

The purpose of this policy is to outline the expectations and guidelines for official City business travel, including transportation, meals and accommodations, both within and outside North Newton.

This policy applies to all employees and Elected Officials while traveling for official City business.

Procedures

Payment

- The City has a credit card (CC) available for staff use, when approved. The CC is expected to be used for all pre-approved expenses.
 - The first business day upon returning from travel, the CC and all **ITEMIZED** receipts should be returned to the City Clerk when the CC is used.
 - Any local meals should have an **ITEMIZED** receipt turned into the City Clerk immediately upon return to City Hall.
 - Meals related to travel out of the area, and paid with a personal card, may be reimbursed using the GSA per-diem formula.

Travel Approval

- Prior to any travel, staff need to have budget approval for their meals based on the Federal US GSA per-diem rates. See Travel Authorization Form.
 - All in-state travel shall receive prior approval from the applicable Department Head or the City Administrator, by using the Travel Authorization Form.
 - All out-of-state travel shall receive prior approval from the applicable Department Head and the City Administrator, by using the Travel Authorization Form.

Registration

- The registration for the event shall be paid using the City CC. A receipt is required to be submitted to the City Clerk immediately after the registration is paid for.

Lodging

- Lodging shall be reasonable and fall within the GSA per-diem rate.
 - Exception to this, is if accommodations are made at the single room rate arranged by the sponsor of the function attended, or with City Administrator approval due to circumstantial factors.
 - Lodging should be tax exempt within the State of Kansas.
 - Room incidentals will not be paid for by the City of North Newton.
 - A detailed receipt is required to be turned in to the City Clerk for reconciliation or reimbursement.
 - Lodging is only approved for travel 40 or more miles from North Newton.

Meals

- Travel Meals
 - Travel begins the day an employee leaves their home, office or other point of departure and ends the day the employee returns to their home, office or other arrival point.
 - The daily allowance for meals is based on the GSA per-diem rate for that area. Any amount spent beyond the approved total trip allowance with the CC will require a refund to the City or will not be reimbursed.
 - If a meal is offered at the event, or a continental breakfast is offered at the lodging accommodation, the daily allowance for that meal will not apply.
 - On the first and last day of travel, the reimbursement is based on the GSA rates for such meals which actually relate to the time spent away from home.
 - Employees will be eligible for meal reimbursement for meals occurring within two hours from departing and returning to North Newton.
 - **ITEMIZED** receipts are required to be turned in to the City Clerk when the CC is used.
 - Taxes and Tips are included in the pre-authorized per-diem rate.
 - Tips on City purchases should be limited to 20%
 - Alcohol **CANNOT** be purchased or reimbursed with City funds.
- Business Meals
 - Employees who must provide meals for representatives of other governmental agencies or other persons in order to effectively execute their City responsibilities may be authorized by the City Administrator for expenses associated with such meals.
 - Meals or snacks purchase by the City for City Staff are allowed if the reason is for the convenience of conducting City business, with the approval of the City Administrator.
 - For example; chamber breakfasts, staff training, professional service club meetings.
 - Receipts for any meals purchased with the City CC should be **ITEMIZED** and include the purpose of the meal and those that attended.
- All meals purchased in the State of Kansas should be tax exempt.

Transportation

- Prior to travel, determine which method will be the most cost effective for the City.
 - City Vehicle
 - A City owned vehicle is the preferred method of travel, if available.
 - Ensure that all fuel receipts are saved and turned into the City Clerk the first business day upon return.
 - Personal Vehicle
 - If a City owned vehicle is not available, an employee may use a personally owned vehicle to travel for City business.
 - Reimbursement will be made to the employee in accordance with the current IRS standard mileage rate.
 - Mileage will be reimbursed on the most direct route.
 - A reimbursement form will be submitted to the City Clerk within one (1) week of returning from travel.
 - Local trips to conduct City business do not require pre-authorization. Any mileage on a personal vehicle for such trips shall be turned in to the City Clerk monthly, at minimum, for reimbursement at the current IRS standard mileage rate.
 - Airfare
 - When traveling out-of-state, especially greater than 500 miles from North Newton, air travel is an option.
 - The City will cover round-trip coach accommodations, with the use of special discount fares encouraged.

- Every effort shall be made to acquire the lowest possible rate and preferably utilize the Wichita Eisenhower Airport.
- Other
 - Other transportation options need to be discussed or approved by the City Administrator. These could include, but might not be limited to; rental vehicles, bus or rail.

Miscellaneous Expenses

- Any transportation service used when necessary while traveling for City business shall be charged to the City CC when available. A receipt is required to be turned in to the City Clerk upon return, including for reimbursement if paid for with personal funds.
- Parking and tolls incurred while traveling for City business shall also be paid for using the City CC when available. Receipts for any related expenses are required to be turned in to the City Clerk upon return, including for reimbursement if paid for with personal funds.
 - If traveling in a personal vehicle that a KTAG is active in, submit record from your KTAG account to the City Clerk for reimbursement purposes.

Before leaving, check out the City CC from the City Clerk and get copies of our tax-exempt form. All efforts should be made to request tax exemption on meals, hotel rooms, other travel related expenses paid for by City, or planned to be reimbursed by the City.

Travel Authorization Form

Employee: _____ Department: _____

Location of event: _____

Reason for attending: _____

Transportation Method: (circle one)

City Vehicle Personal Vehicle Airplane Other _____

A. Estimated travel expense: \$ _____

B. Registration Expense: \$ _____

C. Lodging Expense: Accommodations arranged by event are preferred.

GSA for Location \$ _____ Accommodation cost \$ _____

D. Meal Allowances: use the Federal US GSA per-diem tool to fill in the expense calculation below. Attach your calculation as a supporting document.

Total Meal Allowances \$ _____

*City Administrator can authorize travel day expenses at full rate, with prior approval.

**Meals provided during the event or by lodging should be deducted from the daily amount.

***Any deviations from this need prior approval from City Administrator.

Total items A, B, C & D above \$ _____

Department Head Approval: _____ Date: _____

City Administrator Approval: _____ Date: _____

Appendix B

CELL PHONE REIMBURSEMENT POLICY

NORTH NEWTON

Policy

This policy addresses employees who use their personal cell phone for city business, outlines those eligible to receive a reimbursement and addresses those that do not wish to use a personal phone for City business.

Eligibility

This Cell Phone Reimbursement Policy applies to City Administrator, Department Heads, Police Officers, Public Works staff and the primary administrator of the City Facebook page and City website. Those who are authorized by the City Administrator to use a personal cell phone for city business can receive a reimbursement of up to \$50.00 monthly from the City to offset the cost of using their personal cell phone for business-related use.

Employee must be employed every day of a month to receive the full reimbursement, otherwise the City Clerk will prorate the reimbursement, based on number of days employed.

Criteria for receiving a cell phone reimbursement (at least one of these criteria must be met to be eligible):

1. The job requires considerable time outside the office (job need, travel, meetings, etc.) and use of the cell phone facilitates the effective conduct of business operations while away.
2. The job requires the employee to be immediately accessible to conduct business operations during and outside of working hours.
3. Job duties away from the office may expose the employee or others to immediate harm or danger.

Employee responsibility:

- Employees eligible for a cell phone reimbursement will be required to provide a copy of the first page of their cell phone bill by the last Friday each month to the City Clerk, unless arranged otherwise with the City Clerk. Per IRS guidelines, the employer cannot reimburse an employee for an amount greater than the actual cell phone cost. If a copy is not provided, the employee will not receive their reimbursement for that month.
- Employees shall comply with applicable laws regarding the use of cell phones while driving and avoid cell phone use that may jeopardize the safety of the employee or others. Such use may include texting, emailing, or verbal communication. Employees are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official business.
- Employee must provide a cell phone with reliable service and be responsible for the operating condition of it. The City is not responsible for any damage incurred to a personal phone.
- Employee must inform employer of a change to their cell phone number within 48 hours.
- Employee must have a lock feature enabled on their phone.
- Employee must delete all City data, including passwords and applications for City programs, from their personal cell phone when employment is severed, except when required to maintain the data in compliance with a litigation hold notice.
- Employee must sign the Cell Phone Reimbursement Policy Acknowledgement Form.

City-owned phone

In the event an employee is not able or willing to use a personal phone to conduct City business, but is required to be on-call and listed under the eligibility requirements of this policy, the City will provide a City-owned basic cell phone. The employee in possession of a City-owned basic cell phone will follow

the employee responsibilities in this policy that pertain to the use of cell phone while driving and signing of the Acknowledgement Form. The employee will also:

- Not use the City-owned phone for personal use.
- Maintain the phone in good, working order and notify their supervisor if there are any issues with the operating condition of the phone.
- Carry and answer the phone at all times while on duty and off-duty when subject to being called.

Business conducted via cell phones

- Employees should treat business conducted on their personal phone in a professional manner. Business conducted, even on a personal cell phone, could be subject to Kansas Open Records Act inquiries.
- Business conducted can include, but is not limited to, call logs and text messages.

Employee Acknowledgment Form

I have read the Cell Phone Reimbursement Policy of the City of North Newton and understand its contents. I also agree to abide by the rules and regulations set forth in this document. I understand that any questions I have about these policies can be directed toward my supervisor or to the City Administrator.

I understand that violating this policy will result in disciplinary action up to and including termination of employment.

Employee Signature

Date

Appendix C
CITY OF NORTH NEWTON
SUBSTANCE ABUSE POLICY

1. PURPOSE

Employees are the City of North Newton's most valuable resource, and therefore their health and safety is a serious concern. The City will not tolerate substance abuse or use which imperils the health and well-being of its employees or threatens its service to the public.

The use of illegal drugs and abuse of controlled substances, on or off duty, is inconsistent with the law abiding behavior expected of all citizens. Employees who use illegal drugs or abuse controlled substances or alcohol, on or off duty, tend to be less productive, less reliable, and prone to greater absenteeism resulting in the potential for increased cost, delay and risk in providing services. Ultimately, they threaten the City's ability to service the public.

Furthermore, employees have the right to work in a drug and alcohol free environment and to work with persons free from the effects of drug or alcohol abuse. Employees who abuse drugs or alcohol are a danger to themselves, other employees and the public. In addition, substance abuse could inflict a terrible toll on the City's productive resources and the health and well-being of the City of North Newton workers and their families.

The City of North Newton is therefore committed to maintaining a safe and healthy work force free from the influence of substance abuse. In addition, the City of North Newton will vigorously comply with the requirements of the Federal Drug Free Workplace Act of 1988 and implement rules promulgated by the United States Office of Management and Budget.

2. POLICY

It shall be the policy of the City of North Newton to maintain a work force free of substance abuse.

A. Reporting to work or performing work for the City while impaired by or under the influence of illegal drugs or alcohol is prohibited.

B. The illegal use, possession, dispensation, distribution, manufacture or sale of a controlled substance by an employee at the work site, during work hours, or while the employee is on duty, official City business or standby duty is prohibited.

C. Violation of such prohibitions by an employee is considered conduct detrimental to the City's service and will result in discipline in accordance with the Personnel Policies and administrative regulations.

3. APPLICABILITY

The Substance Abuse Policy applies to all City personnel. This policy shall not be construed to probability or limit the drug screening program for safety-sensitive positions as authorized by law.

4. EFFECTIVE DATE

This Substance Abuse Policy shall be effective from the date of approval by the Governing Body of the City of North Newton, Kansas, April 14, 2025.

EMPLOYEE ACKNOWLEDGMENT AND VERIFICATION:

I have read the City of North Newton Substance Abuse Policy and understand its contents. I also agree to abide by the rules and regulations set forth above. I understand that any questions I have about this policy can be directed toward my supervisor or to the City Administrator.

Signature: _____

Date: _____

Appendix D
CITY OF NORTH NEWTON
SEXUAL HARASSMENT POLICY

I. PURPOSE

The purpose of this policy is to define the intent of the City of North Newton to provide that all employees shall work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive or disruptive, including sexual harassment.

The City's position is that sexual harassment is a form of misconduct that undermines the integrity of the employment relationship. No employee - - either male or female - - should be subject to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that, therefore, interferes with work effectiveness. Such behavior may result in disciplinary action up to and including dismissal in accordance with the Personnel Policy of North Newton.

II. COVERAGE

All employees are covered by this policy.

III. MANAGEMENT RESPONSIBILITY

Sexual harassment, whether committed by supervisory or non-supervisory personnel, is specifically prohibited as unlawful and against stated City policy. In addition, management is responsible for taking action against acts of sexual harassment by non-supervisory personnel or others, regardless of whether the specific acts complained of were sanctioned or specifically forbidden and regardless of the manner in which the City becomes aware of the conduct.

IV. POLICY IMPLEMENTATION

A. It is the responsibility of the City Administrator to ensure that the City operates within the parameters of this policy.

B. Employees who have complaints should report such conduct to their supervisors. If this is not appropriate, employees are urged to seek the assistance of the City Administrator. If the City Administrator is the party accused of harassment, the complaint should be taken to the Mayor of the City of North Newton.

C. It is the responsibility of the City Administrator to provide guidance, investigate charges of impropriety, and recommend appropriate action. All claims must be thoroughly investigated.

V. LEGAL DEFINITIONS AND GUIDELINES

Unwelcome sexual advances (either verbal or physical), requests for favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

A. Submission to such conduct is either an explicit or implicit term or condition of employment of an individual (e.g., promotion, training, timekeeping or overtime assignments, etc.); or

B. Submission to or rejection of such conduct by an individual is used as a basis for making employment decisions affecting such individuals; or

C. The conduct has the purpose or effect of substantially interfering with an individual's work performance, or creating an intimidating, hostile or offensive work environment.

VI. PROCEDURE

A. Employee

1. The employee may choose to raise the complaint through the immediate supervisor. If the alleged harasser is the employee's supervisor, the employee should feel free to bypass the supervisor and take the complaint to the City Administrator.

2. Complaints of sexual harassment may be brought to the attention of the City Administrator. If the Administrator is the accused harasser, then this complaint should be taken to the Mayor, who will then fulfill the investigatory and disposition authority of the Administrator in this case.

B. Supervisor

After notification of an employee's complaint, the supervisor will immediately inform the Administrator of the alleged improprieties.

C. Investigation

1. After notification of the employee's complaint, an investigation will be initiated immediately by the Administrator to gather all facts about the complaint.

2. After the investigation has been complete, a determination will be made by the Administrator regarding resolution of the case. If warranted, disciplinary action will be taken in accordance with the Personnel Policy of the City of North Newton.

D. Non-Retaliation

This policy also prohibits retaliation against employees who bring sexual harassment charges or assist in investigating charges. Any employee bringing a sexual harassment complaint will not be discriminated against or discharged because of the complaint.

PASSED AND ADOPTED by the Governing Body of the City of North Newton, Kansas, the fourteenth day of April, 2025.

EMPLOYEE ACKNOWLEDGEMENT AND VERIFICATION:

I have read the City of North Newton Sexual Harassment Policy and understand its contents. I also agree to abide by the rules and regulations set forth above. I understand that any questions I have about this policy can be directed toward my supervisor or to the City Administrator.

Signature: _____

Date: _____

Appendix E
CITY OF NORTH NEWTON
RETURN TO WORK POLICY
WORKERS' COMPENSATION

Workers Comp claims costs continue to rise and can be a major expense to our city. There are several methods of controlling claims costs, but **one of the most effective methods is returning employees to work as soon as possible.**

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

It is the policy of the City of North Newton to proactively return employees to work, within the restrictions provided by the health care provider. City Administrator and/or supervisors will be responsible for finding productive work for each injured employee. Assistance for this effort is available through our work comp carrier, KMIT, and its contracted representatives, Insurance Management Associates (IMA).

Temporary restricted duty work reassignment need not be confined to the current department in which the employee is ordinarily employed. Pay grade for injured employees will be based upon temporary work assignments.

Returning injured employees to work as soon as possible benefits both the employee and the City of North Newton, therefore, this policy will be enforced. Any questions concerning this policy should be addressed to the City Administrator.

The City of North Newton has identified and created alternative or modified work-duty tasks, and matching a worker's impaired physical capability from an injury to these tasks can control accidents costs, improve employee morale and productivity, and enhance our "bottom line".

Appendix F
City of North Newton
Information Security & Use of Technology
Policies & Procedures

The City of North Newton is hereafter referred to as “the City”.

Confidential Data Policy

Confidential data is often the data that holds the most value to the City. Often, confidential data is valuable to others as well, and thus can carry greater risk than general company data. Also, certain regulations/industry standards specify how certain types of data must be treated. For these reasons, it is good practice to dictate security standards that relate specifically to confidential data.

The purpose of this policy is to detail how to identify and handle confidential data. This policy lays out standards for the classification and use of confidential data, and outlines specific controls to protect this data.

The scope of this policy covers all city confidential data, regardless of location. Also covered by the policy are hard copies of the company data, such as printouts, faxes, notes, etc.

- Information assets are assets to the City just like physical property. In order to determine the value of the asset and how it should be handled, data must be classified according to the sensitivity of the information.
- Any paper documents, whether pertaining to utility customers, court or police department documentation, payroll and human resources, etc, that includes SSN, DOB, DLN, or any other sensitive information, and is required to be maintained for a certain amount of time or indefinitely, must be kept in locked cabinets and/or the vault. The vault is to be kept locked at night. No unauthorized persons will be allowed to access the locked cabinets or vault.
- Any sensitive information stored on individual City computers or the network will not be given out to unauthorized persons.
- Bank fund transfers and ACH processes will be performed under the strict procedures and rules given by the banking institution, state entity, etc.
- Most records maintained by the City are open for inspection and/or copying by individuals. Commonly requested records include: ordinances and resolutions, minutes from open meetings, salaries of public officials and budgets.
- The City follows procedures set forth by the Kansas Open Records Act yet recognizes that some records contain information which is private in nature and cannot be given out or made public. These may include: personnel information of public employees, records which are protected by the attorney-client privilege or rules of evidence, notes and preliminary drafts, criminal investigation records, any records containing personal identifying numbers, banking account numbers, as well as others. (Complete listing of exemptions in K.S.A. 45-221.)
- The City's Freedom of Information Officer is the City Clerk.

- All City computers must be password protected and it is highly recommended that passwords be changed every six months. The City Clerk will keep a master list of all passwords that will be kept in the vault. Passwords must not be given out to unauthorized persons or kept written down where unauthorized persons could have access to them.
- The City utilizes software that requires passwords to log in. It is highly recommended that passwords be changed on a regular basis. Passwords must not be given out to unauthorized persons or kept written down where unauthorized persons could have access to them.
- The City will keep all computers up to date with anti-virus, anti-malware, anti-spyware, spam protection, etc. Each user of an individual computer may be required to perform regular functions to keep the computer protected (ex: malware scans) in addition to automatic updates and IT installed programs. The City will have its IT contractor re-evaluate computer protection regularly.
- The City will contract to have server data backed up every evening offsite as well as employees performing a daily backup to the City server using removable media.
- Any login tokens (banking, KBI, etc) must be kept safe and in a secure place when not in use. No unauthorized persons, employed or not employed by the City, are allowed to use tokens.
- Employees are encouraged to log out of their computers at the end of their shift and to shut down computers periodically, such as over the weekend.

Acceptable Use Policy

The City of North Newton provides employees with electronic access to internal and external systems, as well as hardware and software which make these systems operable and increase and improve workplace productivity. Employees are reminded that the City is a public entity whose primary purpose is service to the public. Therefore, use of the City's resources should be in furtherance of this purpose at all times in compliance with all applicable federal, state and local laws, and done in a professional manner which reflects positively on the City.

By accepting and using computer and email login credentials, employees agree to adhere to this policy. Further, because the City's computer system, software, email and internet connection are City-owned, this policy is in effect at all time, not just during normal business hours or during an employee's scheduled work hours.

Any employee who violates this policy or the policies referenced above will be subject to disciplinary action up to, and including, termination.

All questions about use of electronic equipment, software, and/or City-provided accounts should be immediately directed to your supervisor or City Administrator.

Prohibited Actions by any user of the network and/or systems:

- Engage in activity that is illegal under local, state, federal, or international law.
- Engage in any activities that may cause embarrassment, loss of reputation, or other harm to the City.

- Download, store, or distribute violent, perverse, obscene, lewd, or offensive material.
- Disseminate defamatory, discriminatory, vilifying, sexist, racist, abusive, rude, annoying, insulting, threatening, obscene, or otherwise inappropriate message or media.
- Engage in activities that cause an invasion of privacy.
- Engage in activities that cause disruption to the workplace environment or create a hostile workplace.
- Make fraudulent offers for products or services.
- Reveal personal or network usernames or passwords to others, including family, friends or other members of the household when working from home or remote locations.

Circumvention of Security

- Using City-owned or City-provided computer systems to circumvent any security systems, authentication systems, user-based systems, or the escalation of privileges is expressly prohibited. This includes disabling or tampering with any City supplied security software, such as anti-virus/anti-malware software or remote access software.

Accessing, Creating, and Sharing Data

All information created, sent, or received via the City's systems and equipment, including, but not limited to, all email messages and electronic files, is the property of the City.

Monitoring and Privacy

- Employees should expect no privacy when using the City's network or resources. Such use may include, but is not limited to: transmission and storage of files, data and messages. The City reserves the right to monitor any and all use of the computer network; to access, read, review or copy all usage, messages and files sent through or stored on City systems, hard disks, and removable media at any time, without notice.

City Ownership of Email

- Users should be advised that the City owns and maintains all legal rights to its email systems and network, and thus any email passing through these systems is owned by the City and it may be subject to use for purposes not anticipated by user. Keep in mind that email may be backed up, otherwise copied, retained, or used for legal, disciplinary, or other reasons. Additionally, the user should be advised that email sent to or from certain public or governmental entities may be considered public record.
- Employees must ensure that electronic data and records are maintained and disposed of in compliance with required records retention guidelines.
- Employees should ensure that each recipient's address is correct before transmitting data or files via email.
- Employees externally accessing City systems and software must take into account physical and electronic security and make every reasonable effort to keep City data safe.
- Employees may not access another person's electronic database, email account, or other electronic data accounts without prior consent or authorization from the employee or supervisor. Unauthorized use of another employee's password or impersonating another person while communicating or accessing electronic systems is prohibited.
- While limited personal use of the City's electronic systems is permissible, employees are strongly encouraged to conduct their personal business via personal accounts on non-work time and on non-City owned equipment.

Contents of Received Emails

- Users must understand that the City has little control over the contents of inbound email, and that this email may contain material that the user finds offensive. The City has taken steps to reduce the amount of unsolicited email that is allowed through. However, no solution will be 100% effective. The best course of action is not to open emails that in the user's opinion seem suspicious.
- Never open email attachments from unknown sources. Never click links within email messages unless certain of the link's safety. It is often best to copy and paste the link into your web browser, or retype the URL as specially-formatted emails can hide a malicious URL.
- The City may use methods to block what it considers to be dangerous emails or spam.

Network/Internet Connection

- The City may monitor usage patterns of its networks and/or internet connections. Although employees are permitted reasonable personal use of the internet during work hours, employees should use discretion in the sites accessed and the time spent in use. The City's networks and internet connections shall not be used at any time to send communications or view material that could be construed as violating the City's policies, including, but not limited to, the anti-harassment and anti-discrimination policies found in the City's Personnel Policies and the Sexual Harassment Policy. Access to websites that contain or promote any communications of a defamatory, derogatory, discriminatory, or harassing nature, or materials that are obscene are prohibited unless legitimately accessed for job-related and/or criminal justice purposes.
- The City reserves the right to suspend an employee's internal or external access to City systems at any time without notice, for technical reasons, or suspected abuse, excessive personal use, possible policy violations, security, financial, or other concerns.
- The City, in its sole discretion, will determine what websites, content and/or activity will be permitted or prohibited on City equipment.

Electronic Equipment

- At this time the City does not provide employees with devices such as mobile phones, tablets, laptops, mobile access cards, cameras, radios, etc.

Software and Licensing

- Sharing or duplicating software from City devices is not permitted.
- Employees must adhere to the terms of the City's applicable software license agreements in use of City-issued or purchased technology and/or software.

Reporting Inappropriate Use

- Employees who suspect or become aware of inappropriate use of the City's systems, network, internet access, hardware/equipment, and/or software have a duty to notify their supervisor immediately.

Social Media Policy

Social media tools are powerful forms of communication that can have a significant impact on organizational, professional, and individual reputations. Forms of social media

include, but are not limited to, Facebook, Google, LinkedIn, MySpace, Twitter, as well as personal websites and blogs.

Employees must exercise care when participating in social media, as the lines between personal and professional content, lawful and unlawful, and between public and private content, are often blurred. Whether participating on behalf of the City or personally, employees should follow the same standards of behavior “online” as they would if “in person” and should be mindful of how their online activities reflect upon themselves, their particular position with the City and the City as a whole.

The purpose of this policy is to respect each employee’s right to participate in social media while balancing the City’s legal, fiscal and safety obligations to its employees and citizens under state and federal laws.

The following are general guidelines for employees’ participation in social media.

Violations of this policy may result in disciplinary action, up to and including termination of employment.

- You are responsible for anything you write or do online.
- Use good judgment when you post, and think about the consequences of what you are posting. Assume your writings will become public and spread.
- You are encouraged to protect your postings and/or make them private.
- City employees are free to express themselves as private citizens on social media sites to the degree that their speech 1) does not impair working relationships of the City for which loyalty and confidentiality are important, 2) impede the performance of duties, 3) impair discipline and harmony among coworkers, or 4) negatively affect the public perception of the City.
- Ensure that your communications or postings do not violate any of the policies set forth in the City’s Personnel Policies and Procedures.
- Employees shall not express, communicate or link to comments that are vulgar, obscene, threatening, pornographic, harassing or defamatory or which are a violation of the workplace policies against discrimination, hostility, harassment or other prohibited behavior.
- Supervisors should use caution in social media relationships with non-managerial employees.
- Employees are prohibited from posting any information on social media that would reveal the City’s confidential (non-public) information.
- Employees shall not post, transmit, or otherwise disseminate any information to which they have access as a result of their employment without written permission from the City Administrator or his/her department head.
- Employees may not use any City logo without prior express permission, and are expected to abide by all Copyright laws on social media.

The City’s Facebook page will be managed by one designated employee, however content can be submitted to the FB manager by authorized personnel. The City Administrator, City Clerk and other heads of departments have the authority to submit and oversee content. The City reserves the right to set up Facebook so that comments and replies from the public are not allowed.

PASSED AND ADOPTED by the Governing Body of the City of North Newton, Kansas,
the 14th day of April, 2025.

EMPLOYEE ACKNOWLEDGEMENT AND VERIFICATION:

I have read the City of North Newton Information Security & Use of Technology Policies & Procedures and understand its contents. I also agree to abide by the rules and regulations set forth above. I understand that any questions I have about this policy can be directed toward my supervisor or to the City Administrator.

Signature: _____

Date:_____

Appendix G

City of North Newton Gift Policy

This employee gift policy provides guidelines for giving and receiving gifts within the organization to prevent conflicts of interest, maintain professionalism, and ensure compliance with ethical standards. This policy outlines acceptable practices regarding the exchange of gifts between employees, residents, and vendors.

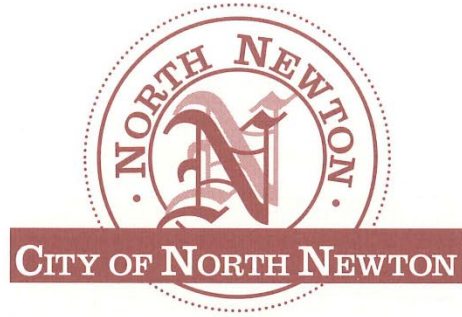
Scope: This policy applies to all employees, including full-time, part-time, temporary staff, contractors, and consultants. It covers gifts given or received in the context of business relationships with clients, vendors, and colleagues.

Definitions: A **gift** is defined as any item of value, including but not limited to tangible items (e.g., merchandise, gift cards), services, or entertainment. It can be given or received in the context of business or personal relationships. A **conflict of interest** is a situation where an employee's personal interest or relationships could improperly influence their business decisions or actions.

General Guidelines: All gifts must be given and received in a manner that upholds the organization's ethical standards and does not create a sense of obligation or favoritism. Employees must disclose any gifts received or given that exceed the nominal value of \$50 to their supervisor or HR. Full transparency helps prevent any appearance of impropriety.

Examples: Gifts with a nominal value less than \$50 may be accepted for given, provided they are not intended to influence business decisions. Cash or cash equivalents (e.g., gift cards) exceeding \$50 are prohibited. Employees must not accepted gifts from vendors or business partners that could be **perceived** as a bribe or undue influence.

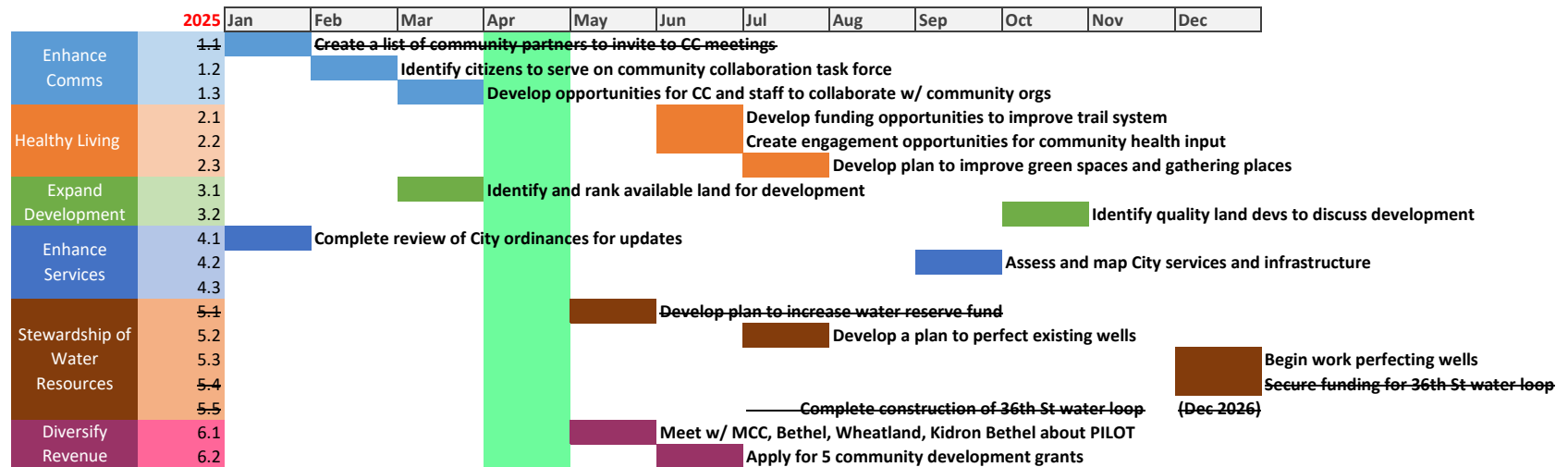
Handling unapproved gifts: If an unapproved gift is received, it should be returned to the giver with an explanation of the policy, or donated to a charitable organization if return is not possible. In the event that a gift of food is given, it is generally best practice to offer to share it with all City staff if applicable to reduce the effect of influence from the individual receiving the gift. If an employee is unsure if a gift can be kept ethically under this policy, it is best practice to check with their department head or the City Administrator to discuss.

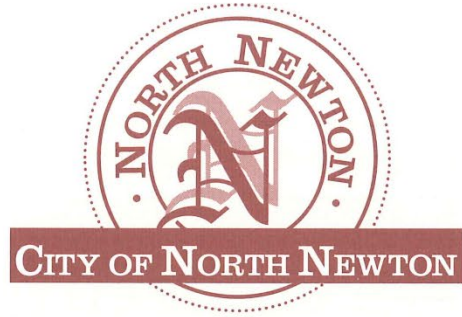


Agenda Item

8

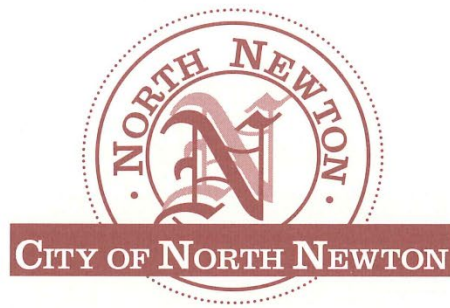
Strategic Plan Update





Agenda Item 9

Financial Reports



Agenda Item Report

City Council – April 14, 2025

Agenda Item #9

Recommendations:

Consider receiving the March accounts payable in the amount of \$128,327.91, the March/April payroll in the amount of \$36,238.22, and the miscellaneous accounts payable.

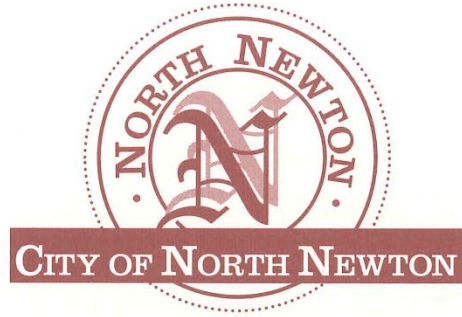
Executive Summary:

The March accounts payable minus miscellaneous billings totaled \$128,327.91. The February/March payroll totaled \$36,238.22.

City Council must vote to receive these reports.

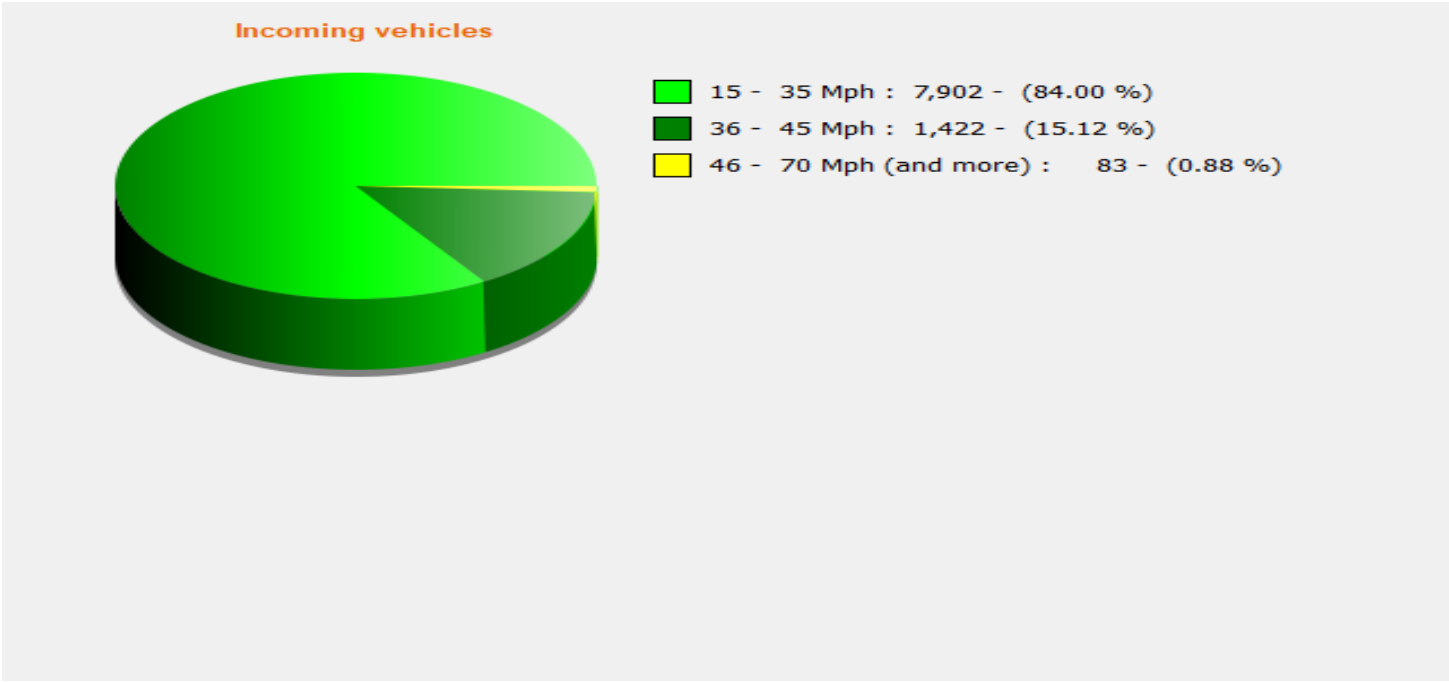
Action Requested:

Receive the March accounts payable in the amount of \$128,327.91, the March/April payroll in the amount of \$36,238.22, and the miscellaneous accounts payable.



Agenda Item 10

Monthly Reports



Start date: Saturday, March 1, 2025 12:00 AM
End date: Tuesday, April 1, 2025 7:00 AM

Location:

Comments:

Type Total Report March 2025

Print Date: April 01, 2025

Print Time: 15:50:39

Printed By: 959@Default

Event	Event Description	Type Count
ABUSE	ABUSE OF CHILD ELDERLY	1
ACO	ANIMAL CONTROL CALL	1
ALAENT	ENTRY ALARM	2
ALAMED	MEDICAL ALARM	1
ASSCIT	ASSIST CITIZEN	1
ASSOUT	ASSIST OUTSIDE AGENCY	1
CHEDOO	CHECKING DOORS/AREA	6
CITIZEN	CITIZEN CONTACT	4
CODBLA	CODE BLACK	1
CRIMDAM	CRIMINAL DAMAGE	2
DISTURB/DOM	DISTURBANCE / DOMESTIC DISTURBANCE	2
DISVEH	DISABLED VEHICLE	2
DRIVCOMP	DRIVING/RECKLESS COMPLAINT	3
FIRVEH	VEHICLE FIRE	1
FOLLOW	FOLLOWUP	4
GASSME	GAS SMELL	2
HITRUN	HIT AND RUN ACCIDENT	2
INJACC	INJURY ACCIDENT	2
KEYLOC	KEYS LOCKED IN VEH	2
NOISE	NOISE COMPLAINT	1
NONINJ	NON INJ ACCIDENT	1
OPEDOO	OPEN DOOR	2
PARKING	PARKING COMPLAINT	4
PROFOU	PROPERTY FOUND	1
REMUNW/TRESP	REMOVE UNWANTED/TRESPASSING	2
SCAM	SCAM CALL	3
SEXOFF	SEX OFFENSE	1
SICK	SICK PERSON	1
SIGNREP	SIGN REPAIR / SHOP CALL	1
SPECIAL	SPECIAL ASSIGNMENT	7
STOVEH	STOLEN VEHICLE	1
SUSPER	SUSPICIOUS PERSON	1
SUSVEH	SUSPICIOUS VEHICLE	3
THEFT	THEFT/SHOPLIFTING	1
TRAHAZ	TRAFFIC HAZARD	1
TS	TRAFFIC STOP	102
UNCSUB	UNCONSCIOUS / FAINTING	2
WELFARE	WELFARE CHECK	3
Type Count - HVCO 911.LAW.NORTH NEWTON POLICE:		178
1	Total Unique Incidents:	178

North Newton Police Report

March 2024

Print Date: 01-Apr-24

Print Time: 09:28:13 AM

User Name: 959

Incidents Created From: 01-Mar-24 00:00:00 AM To: 31-Mar-24 23:59:59 PM; Unit Org: HVCO 911.LAW.NORTH NEWTON POLICE;
Unit(s): All; Source: All; Community: All

Unit Org	Event	Event Description	Type Count
NORTH	ASSAULT	ASSAULT	1
NORTH	ASSOUT	ASSIST OUTSIDE AGENCY	1
NORTH	BURG	BURGLARY	1
NORTH	CHEDOO	CHECKING DOORS/AREA	4
NORTH	CINC	CHILD IN NEED OF CARE	1
NORTH	CRIMDAM	CRIMINAL DAMAGE	2
NORTH	CUSDIS	CUSTODY DISPUTE	1
NORTH	DISTURB	DISTURBANCE	2
NORTH	DISVEH	DISABLED VEHICLE	1
NORTH	DUI	DRIVING UNDER THE INFLUENCE	1
NORTH	EVICT	EVICTON	1
NORTH	FIRGRA	GRASS FIRE	2
NORTH	FOLLOW	FOLLOWUP	4
NORTH	IDTHE	IDENTITY THEFT	1
NORTH	INFOREP	INFORMATION REPORT	4
NORTH	KEYLOC	KEYS LOCKED IN VEH	2
NORTH	LOBBY	LOBBY CALL	1
NORTH	NONINJ	NON INJ ACCIDENT	2
NORTH	PSYCH	PSYCHIATRIC EMERGENCY	1
NORTH	RECKLESS	RECKLESS DRIVING	2
NORTH	REPO	REPOSSESSION	1
NORTH	SEXOFF	SEX OFFENSE	1
NORTH	SHOPLIF	SHOPLIFTER	1
NORTH	SMOKE	SMOKE SMELL	1
NORTH	SPECIAL	SPECIAL ASSIGNMENT	2
NORTH	SUSACT	SUSPICIOUS ACTIVITY	1
NORTH	SUSITE	SUSPICIOUS ITEM	1
NORTH	SUSPER	SUSPICIOUS PERSON	1
NORTH	SUSVEH	SUSPICIOUS VEHICLE	3
NORTH	TS	TRAFFIC STOP	24
Type Count -NORTH NEWTON POLICE:			71

Total Incidents: 71



Maintenance Department
Monthly Report
April 2025

Meiss Construction completed the waterline project

Holland Paving completed 5,445 square feet of street patching

Mayor Specialty Services cleaned, measured and tv'd the sewer lines that are going to be lined. Lining will probably start first of second week of May.

Danny and Karen attended the Kansas Rural Water Association annual conference.

Replaced speed limit sign that was hit on Kansas Ave.

Reinstalled Rail Road crossing sign that was hit on West 24th

Sprayed weeds

Got equipment ready for spring clean up

As of Wednesday (4/9/25) we have picked up
10 truck loads of trash to transfer station
11 truck loads of limbs
20 truck loads of bags
Have emptied about half of the bags

North Newton Water Usage

