

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, March 18, 2013

7:00 p.m.

MEETING #4917

CALL TO ORDER

ROLL CALL

INVOCATION: by John Lucero of Fanatics for Christ Ministries

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Women's History Month

PUBLIC HEARING

Consideration of Establishment of a Rural Housing Incentive District and adoption of a Development Plan for Summerlon Phase III-S1 Project.

VISITORS

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, March 4, 2013
2. Appropriation Ordinance No. 6, March 18, 2013;
3. Cereal Malt Beverage License Applications;
(a) Quick Pick, Inc, 2501 Central Avenue

ORDINANCES & RESOLUTIONS

Charter Ordinance No. 37: A Charter Ordinance Amending Charter Ordinance No. 28 Relating to the Increase of the Amount of the Levy of a Transient Guest Tax.

Resolution No. 2013-11: A Resolution of the Governing Body of the City of Dodge City, Kansas Providing for the Use and Expenditure of a Portion of the City's Transient Guest Tax.

Resolution No. 2013-12: A Resolution Establishing Fees and Rates for Water Utility Service Fees for the City of Dodge City.

Resolution No. 2013-13: A Resolution Establishing Fees and Rates for Sanitary Sewer Service Fees for the City of Dodge City.

Resolution No. 2013-14: A Resolution Establishing Fees and Rates for Solid Waste Collection Service in the City of Dodge City.

Resolution No. 2013-15: Resolution Establishing Fees and Rates for Storm Water Utility Service for the City of Dodge City.

UNFINISHED BUSINESS

Ordinance No. 3552: An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, changing the Property Known as 511 Sunflower from R-1, Residential Low to C-2, Commercial Highway. Report by Director of Developmental Services, Dennis Veatch.

Ordinance No. 3555: Lease Purchase Agreement for Airport Hanger.

Ordinance No. 3556: No Parking East Side of 13th Avenue to Spruce Street. Report by Director of Engineering Services, Ray Slattery.

Ordinance No. 3557: An Ordinance of the Governing Body of the City of Dodge City, Kansas Establishing a Rural Housing Incentive District within the City and Adopting a Plan for the Development of Housing and Public Facility in Such District and Making Certain Findings in conjunction there with (Summerlon Properties LLC. Summerlon Phase III-SI Project. Report by Special Projects Asst. Leslie Lomas.

NEW BUSINESS

1. Approval of 2013 Street Program. Report by Director of Engineering Services, Ray Slattery.
2. Approval of 2013 Fraternal Order of Police Memorandum of Understanding. Report by Assistant City Manager, Cherise Tieben.

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, March 4, 2013

7:00 p.m.

MEETING #4916

CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners, Joyce Warshaw, Kent Smoll and Brian Delzeit. Jim Sherer absent.

INVOCATION by John Lucero of Fanatics for Christ Ministries

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Problem Gambling Awareness Week – Debbie Snapp spoke regarding Problem Gambling and preserving the funding for Problem Gambling Awareness and Treatment in the Community.

VISITORS (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

Vernon Bogart – Resident & Taxpayer in Dodge City. Thanked Debbie Snapp for her Services with Problem Gambling Awareness.

Trish Martinez – Spoke again regarding Pit Bull Ban. Thanks for considering and revisiting the Ordinance. She is a Dog Bite Victim and is glad the City is looking at a Dangerous Dog Ordinance.

Amy Smith - Spoke about the rezoning at 511 Sunflower, encourage Commissioners to vote no and stated reasons why.

Maria Fierro – Spoke regarding the rezoning at 511 Sunflower, stated reasons to vote in favor of the rezoning.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, February 18, 2013;
2. Appropriation Ordinance No. 5, March, 2013;

Commissioner Kent Smoll moved to approve the Consent Calendar as presented; Commissioner Brian Delzeit seconded the motion. The motion carried 4 -0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3554: Adding Article 9 to Chapter V of the Dodge City Code relating to Scrap Metal Dealers was approved on a motion by Commissioner Kent Smoll. Motion was seconded by Commissioner Brian Delzeit. The motion carried 4 - 0.

UNFINISHED BUSINESS

Ordinance No. 3552: An Ordinance of the City of Dodge City, Kansas amending the Official Zoning Map of the City, changing the property known as Sunflower from R-1, Residential Low to C-2. Commercial Highway was approved on a motion by Commissioner Rich Sowers. Motion was seconded by Commissioner Kent Smoll. The vote was 3 – 1, with Commissioner Brian Delzeit opposed.

NEW BUSINESS

Approval of acceptance of the Heritage Trust Fund Grant Award for the Atchison Topeka and Santa Fe (ATSF) Railway Depot project in the amount of \$90, 000 was approved on a motion by Commissioner Kent Smoll. Motion was seconded by Commissioner Warshaw. The motion carried 4 - 0.

The bid from Pierce Manufacturing, Inc. in the amount of \$427,172.00 for the purchase of a Fire Truck was approved on a motion by Commissioner Brian Delzeit. Motion was seconded by Commissioner Joyce Warshaw. The motion carried 4 - 0.

Approval of KLINK agreement with KDOT for Mill and overlay of U.S. 50 between City Limits was approved on a motion by Commissioner Kent Smoll. Motion was seconded by Commissioner Brian Delzeit. The motion carried 4 - 0.

Approval of Levee Assessment, Additional Services with Wilson and Company in the amount of \$121,036.00 was approved on a motion by Commissioner Kent Smoll. Motion was seconded by Commissioner Brian Delzeit. The motion carried 4 – 0.

NEW BUSINESS**OTHER BUSINESS**

City Manager, Ken Strobel:

- Dodge City Night will be rescheduled for March 19, 2013;
- having a difficult time, finding a time for Joint Meeting;

Commissioner, Joyce Warshaw:

- Complimented the City Staff for snow removal during recent snow storm;
- Relies on City Staff for presentations for the tough decisions they need to make for the entire community;
- Looking forward to representing Dodge City in Washington D.C.

Mayor, Rick Sowers:

- Thanked City Staff for great job on snow removal.

ADJOURNMENT

Commissioner Brian Delzeit moved to adjourn the meeting; Commissioner Kent Smoll seconded the motion. The motion carried 4 - 0.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, March 4, 2013

6:00 p.m.

MEETING #4915

CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners, Joyce Warshaw, Kent Smoll and Brian Delzeit. Jim Sherer absent.

WORK SESSION

1. Discussion of Levee Improvement was presented by Director of Engineering, Ray Slattery and Vance Fossinger and Doug Danaher from Wilson and Company.
2. Discussion of Pit Bull Ordinance was presented by Laura Stein, Animal Control Supervisor.

ADJOURNMENT

Commissioner Kent Smoll moved to adjourn the meeting; Commissioner Brian Delzeit seconded the motion. The motion carried 4 - 0.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

PROCLAMATION

WHEREAS, as Americans, ours is a legacy of bold independence and passionate belief in fairness and justice for all; and,

WHEREAS, for generations, this intrepid spirit has driven women pioneers to challenge injustices and shatter ceilings in pursuit of full and enduring equality; and,

WHEREAS, during Women's History Month, we commemorate their struggles, celebrate centuries of progress, and reaffirm our steadfast commitment to the rights, security, and dignity of women in America and around the world; and,

WHEREAS, from securing women's health and safety to leveling the playing field and ensuring women have full and fair access to opportunity in the 21st century, we are making deep and lasting investments in the future of all Americans; and,

WHEREAS, during Women's History Month, we recall that the pioneering legacy of our grandmothers and great grandmothers is revealed not only in our museums and history books, but also in the fierce determination and limitless potential of our daughters and granddaughters; and,

WHEREAS, as we make headway on the crucial issues of our time, let the courageous vision championed by women of past generations inspire us to defend the dreams and opportunities of those to come.

NOW, THEREFORE, by virtue of the authority vested in me as the Mayor of the City of Dodge City, do hereby proclaim the month of March 2013 as

Women's History Month

and encourage all citizens to observe this month and celebrate with appropriate programs, ceremonies, and activities that honor the history, accomplishments and contributions of American women.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 18th day of March, 2013.

Rick Sowers, Mayor

SEAL

Nannette Pogue, City Clerk

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

City or County of CITY of Dodge CITY, Ford County

SECTION 1 - LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.	

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required):			
Name	Phone No.	Date of Birth	
<u>Omick Pick & Inc</u>	<u>620-371-7217</u>	<u>01-01-68</u>	
Residence Street Address	City	Zip Code	
<u>2501 Central Ave</u>	<u>Dodge City</u>	<u>67801</u>	
Applicant Spousal Information			
Spouse Name	Phone No.	Date of Birth	
<u>Laura Almas</u>	<u>620-408-7716</u>	<u>07-16-83</u>	
Residence Street Address	City	Zip Code	
<u>3206 Gary Ave</u>	<u>Dodge, KS</u>	<u>67801</u>	

SECTION 3 - LICENSED PREMISE					
Licensed Premise (Business Location or Location of Special Event)			Mailing Address (If different from business address)		
DBA Name			Name		
Business Location Address			Address		
City	State	Zip	City	State	Zip
Business Phone No.			<input type="checkbox"/> I own the proposed business or special event location.		
Business Location Owner Name(s)			<input type="checkbox"/> I do not own the proposed business or event location.		

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for _____ years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Have Not Have
My spouse has previously held a CMB license.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

(To be published in the *Dodge City Daily Globe* on January 18, 2013)

NOTICE OF PUBLIC HEARING

The City of Dodge City, Kansas (the "City") will hold a public hearing on Monday, February 4, 2013, at 7:00 p.m. in the City Commission Meeting Room, 806 2nd Avenue, Dodge City, Kansas, regarding the proposed issuance of a tax exempt lease purchase agreement (the "Lease") in an aggregate principal amount of not to exceed \$500,000. The proceeds of the Lease will be used to finance the construction of a 12,000 square foot hangar at the Dodge City Regional Airport located at 100 Airport Road, Dodge City, Kansas to be owned by the City and operated by Crotts Aircraft Service (the "Project"). The hearing will be open to the public. Additional information regarding the Project can be found in the City Clerk's Office, 806 2nd Avenue, Dodge City, Kansas 67801.

Dated: January 15, 2013

Nannette Pogue
Director of Finance/City Clerk
City of Dodge City, Kansas

Memorandum

To: City Commissioners
From: Ken Strobel, City Manager
Date: March 18, 2013
Subject: Transient Guest Tax
Agenda Item: Ordinance/Resolution

Recommendation: Staff recommends approval of Charter Ordinance No. 37 and Resolution No. 2013-11. The Ordinance provides for 2% increase in the City's Transient Guest Tax, and the Resolution commits the revenue resulting from such increase to the restoration of the Boot Hill complex and the enhancement of its programming and operations.

Background: Due to our rich western frontier heritage the names of "Dodge City" and "Boot Hill" are known across the nation and around the world. As a result, tourism has become a vital part of our local economy. For many years the Boot Hill Museum has served as the foundation of the City's tourism efforts. Presently, however, the Museum complex is in need of repairs, restoration and improvement if it is expected to continue to play its critical role in making Dodge City a tourism destination. Through the use of STAR Bond financing and the commitment of a stable source of funding through the increase in the guest tax for the improvement, expansion and operation of the museum complex, the City's tourism efforts will be greatly enhanced.

Justification: As you know, the City has undertaken the implementation of a STAR Bond project designed to enhance the opportunity to make Dodge City a "Tourism Destination." Under the STAR Bond legislation such financing can be utilized for a wide variety of infrastructure improvements, including construction for new and expanded Museum facilities. Such funding can not however, be used for the repair or restoration of existing museum facilities. Therefore, an additional source of revenue must be found in order to address deferred maintenance expenses which are needed immediately to repair, restore and improve the existing Boot Hill facilities. An increase in the Transient Guest can provide such funding.

The present 6% guest tax has not been increased since 1991. However, due to a number of different factors the amount collected from such tax has increased significantly over the past several years. Several new motels have opened over the past couple of years, one is under construction and plans have been submitted for another. In addition the CVB, whose budget is funded from the guest tax, has increased its marketing efforts. With the completion of the United Wireless Arena, Magourik Conference Center, and the

Western State Bank Expo Center, as well as increased marketing efforts of the CVB, the City is hosting more conventions, events and shows which are filling our motels with tourists, visitors and travelers. Last year the amount of Transient Guest Tax collected was approximately \$300,000 more than the prior year, providing a total tax collected of over \$900,000 for the year.

Financial Considerations: An increase in the tax is a source of revenue which has no negative impact on local taxpayers. This tax is not paid by local motel/hotel owners nor by local taxpayers, but rather is collected from guests staying in our motel facilities. Further, the CVB budget will not be negatively impacted by directing only the “increase” resulting from the additional 2% for funding of the Boot Hill project. In addition, use of a portion of the guest tax for the restoration and support of the operations of the Boot Hill Complex will free up funding from the Why Not Dodge organization funds which are committed to preserve and support other important tourist organizations.

Purpose/Mission: Making Dodge City a Tourism Destination and “The best place to be.”

Legal Considerations: Procedure for adoption of Charter Ordinance

Attachments: Ordinance and Resolution

CHARTER ORDINANCE NO. 37

**A CHARTER ORDINANCE AMENDING CHARTER ORDINANCE NO. 28
RELATING TO THE INCREASE OF THE AMOUNT OF THE LEVY OF A
TRANSIENT GUEST TAX.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE
CITY:**

SECTION 1: Charter Ordinance No. 28 is hereby amended in the following respects:

- (a) Section 1 is hereby amended by deleting from the fourth line of said Section the phrase “KSA 12-1296” and inserting in lieu thereof the phrase “KSA 12-1696”.
- (b) Section 3 is hereby amended by deleting the phrase “six percent (6%)” in the first sentence of said Section and inserting in lieu thereof the phrase “eight percent (8%)”.
- (c) All other provisions of Charter Ordinance No. 28 shall remain in full force and effect.

SECTION 2: This ordinance shall be published once each week for two (2) consecutive weeks in the official city newspaper.

SECTION 3: This is a Charter Ordinance and shall take effect sixty-one (61) days after final publication unless a sufficient petition for referendum is filed and a referendum held on the ordinance as provided in Article 12, Section 5, subdivision (c)(3) of the Constitution of the State of Kansas, in which case, the Ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED AND APPROVED by the Governing Body of the City of Dodge City, not less than two-thirds of the members elect voting in favor of this ordinance, this 18th day of March, 2013.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

RESOLUTION NO. 2013- 11

**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF DODGE CITY,
KANSAS, PROVIDING FOR THE USE AND EXPEDITURE OF A PORTION OF THE
CITY'S TRANSIENT GUEST TAX.**

WHEREAS, the City of Dodge City, Kansas adopted Charter Ordinance No. 28 in 1991 by which the City exempted itself from various limiting provisions of K.S.A. 12-1695 *et seq.* relating to the levy of a Transient Guest Tax to support the promotion of conventions and tourism for the City; and

WHEREAS, by adopting Charter Ordinance No. 28 the City established a Transient Guest Tax to be levied at the rate of 6%; and

WHEREAS, since 1991 the rate of the City Transient Guest Tax has not been increased; and

WHEREAS, Boot Hill Museum, Inc. is and has been for many years, the foundation for tourism in Dodge City, Ford County, and the surrounding region; and

WHEREAS, the existing Boot Hill facilities were constructed in the 1950's and are in immediate need of substantial repair, restoration and improvement; and

WHEREAS, Boot Hill's long range operations and programming plan will require the commitment of additional financial support; and

WHEREAS, the City has under taken the establishment of a STAR Bond Improvement District, which district includes the existing Boot Hill facilities and the historic downtown area; and

WHEREAS, the purpose of the STAR Bond Project is to establish Dodge City as an National and International tourism destination; and

WHEREAS, the STAR Bond project will provide potential funding for the expansion of the Boot Hill Museum facilities and other downtown infrastructure, but can not be used for the restoration of Boot Hill's existing facilities; and

WHEREAS, funding resulting from the increase in City Transient Guest Tax would provide a portion of funding required for the STAR Bond Project as well as funding necessary for the repair, restoration and improvement of the existing Boot Hill facilities; and

WHEREAS, financial support for Boot Hill's renovation, programming and operations through the increase in the Transient Guest Tax will free up additional

Organizational Funding under the Why Not Dodge sales tax for the support of other tourism organizations; and

WHEREAS, in recognition of foregoing circumstances, the City intends to approve an increase of the City's Transient Guest Tax from 6% to 8% and desires to commit the 2% increase in the Tax primarily to the repair, restoration and improvements of the existing Boot Hill as well as support for programming and operations thereof:

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS AS FOLLOWS:

1. The Governing Body finds that Boot Hill Museum, Inc. through its facilities, programming and operations serves to promote Tourism and Conventions within the City of Dodge City and the surrounding region.
2. The Governing Body finds that the repair, restoration and improvement of the Boot Hill facilities will enhance the promotion of tourism in Dodge City and will encourage additional conventions, meetings and visitors to come to the City.
3. The Governing Body finds that the proposed expenditure of all, or a portion of, the 2% increase in the Transient Guest Tax is within the purpose and intent of the imposition of said tax in that the repair, restoration and improvement of the Boot Hill facilities; and the enhancement of it's programming and operations will encourage and promote overnight stays by tourists and visitors which in turn will promote hotel and motel business within the City.
4. The Governing Body determines that the revenue to be collected from the 2% increase in the Transient Guest Tax to be adopted by the City shall be deposited in a separate City fund entitled the "Tourism Restoration Account", and shall be expended primarily for repairs, restoration and improvements of existing Boot Hill facilities and for operational and programming needs for Boot Hill. All expenditures from said Account must be approved by the City Manager, or designee, and must be consistent with development plans as established by the Governing Body Boot Hill Board for the downtown STAR Bond project.
5. The Governing Body determines that a full accounting of all funds deposited and expended from said Account shall be made available to the City Commission and the Boot Hill Board at least quarterly.
6. The Governing Body determines that this Resolution shall remain in effect until amended or terminated by a subsequent Resolution adopted by the City Commission.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF DODGE CITY, KANSAS this day of the 18th of March, 2013, to be effective upon the effective date of the 2 % increase in the City's Transient Guest Tax.

City Commission of
City of Dodge City, KS

Seal

Attest

Rick Sowers, Mayor

Nannete Pogue, City Clerk

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Nannette Pogue

Date: March 14, 2013

Subject: Utility Service Rates

Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of: Resolution No. 2013-12, setting fees for the water utility; Resolution No. 2013-13, setting fees for the sanitary sewer service, Resolution No. 2013-14, setting fees for solid waste collection; and Resolution No. 2013-15, setting fees for the storm water utility service for the City of Dodge City.

Background: In March of 1992 the City Commission adopted Ordinance No. 2997 that sets forth an annual review of utility rates. Rates for utility service are set by the City Commission through adoption of the appropriate ordinance. City Code requires the commission to review rates annually to ensure adequate income is received to cover operational maintenance, capital and debt requirements. At a minimum, the rates for each utility shall be adjusted by the amount of increase in the Consumer Price Increase, (CPI), for the Midwestern part of the U.S. The CPI is tabulated by the Bureau of Labor Statistics in Kansas City, KS. Information received from the Bureau in October, 2012, indicates that the Dodge City area had an annual increase of 2.2% in 2012. From this figure, the City of Dodge City will base their increase for water, wastewater, solid waste services and drainage for 2013. The increase in the water rate is 2.2% and the base fee will increase 2.2%, rounded up to the nearest 5 cents. The sewer rate will increase by 2.2% and the sewer monthly service charge will increase by 2.2% rounded up to the nearest 5 cents. Both the sanitary sewer and drainage fees have a proposed increase of 2.2%. Both the Resolution establishing rates for water and the Resolution establishing rates for sanitary sewer include a section that allows the City to charge one and one half the rate for service outside the city limits.

Justification: The fee increases are part of an annual review of the fees to ensure adequate income is received to cover the costs of operation, capital and debt.

Additional Information: All fees including Industrial fees have been increased for the sanitary sewer fund. This will necessitate an adjustment to the National Beef bill beginning in April, 2013. After the KDHE loan for the construction of the North Wastewater Treatment Plant is finalized, we will again need to review the sewer rates and

sewer hook up fees to determine whether or not we are collecting enough fees to cover the payment on this loan.

Financial Considerations: As the operational costs increase, the fees will keep pace to cover the costs of operations, debt payments and capital costs. Other steps will need to be taken to insure the wastewater revenues are adequate to cover future bond payments.

Purpose/Mission: On-going improvement of the City's utility systems

Legal Considerations: None

Attachments: 1. Resolutions; 2. Spreadsheet that illustrates current rates vs. proposed rates; 3. Illustration of customer accounts; 4. a list of rates from other similar size cities in Kansas.

RESOLUTION NO. 2013-12

A RESOLUTION ESTABLISHING FEES AND RATES FOR WATER UTILITY SERVICE FOR THE CITY OF DODGE CITY.

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide water utility service to its citizens; and

WHEREAS, it is necessary for each and every resident using the water utility of Dodge City to pay a fair and equitable share of the cost of operation for said utility; and

WHEREAS, Chapter 15, Article I, Section 123 requires the rates for water usage by all residents of the City to be set annually by Commission Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, that the following shall be the fee schedule for Water Utility Service in Dodge City.

Section 1: REPEAL: Resolution 2012-09; adopted on the 19th day of March, 2012, is hereby repealed.

Section 3: RATES ESTABLISHED:

A. Fees for residents within the corporate limits of the City of Dodge City:

New Service Connection Fee	\$26.00
New service connection fee	\$52.00
After normal business hours, Saturdays, Sundays and Holidays	
Monthly Base Fee	\$ 7.85
Cost per thousand Gallons water	\$ 2.11
Kansas Water Protection fee	
Per thousand gallons water	\$.032
Commercial Tax	8.95%

B. Fees for the residents within the service area of the City of Wright shall be the same as those listed above, plus any additional fees that were established when the City of Wright was originally provided with water service through the City of Dodge City's Water Utility.

- C. Fees will be one and one half times outside the corporate limits of Dodge City or the area serviced by the Wright Improvement District.

Section 4: LATE FEE: All bills for utility services furnished by the City are payable as specified under Chapter 15, Article I, Section 124. Failure to pay the total utility bill on the required date will result in a charge equal to 10% of the bill.

Section 5: DELINQUENCY FEE: a delinquency fee of \$40.00 will be charged to the past due account if not paid by the reminder due date

Section 6: RESTORATION OF SERVICE AFTER DISCONTINUANCE: Should the utility services be discontinued for being delinquent as outlined in Chapter 15, Article 1, Section 127, service shall be restored upon the payment of all rates, charges, penalties, and delinquency fees due. An additional charge for restoring service on Saturdays, Sundays and holidays is \$15.00.

Section 7: A fee of \$25.00 shall be charged to shut off water service for repair.

Section 8. New utility service applications will be required to provide a current signed and dated lease agreement prior to utility service being granted. The lease agreement will have the current lessee's name that is applying for utility service plus the landlord's name, address and phone number. The lease agreement shall be signed by both parties with current dates. Copies of the lease agreement will be required. If the applicant is delinquent for prior utility services, all delinquent accounts shall be paid and current before utility services is granted.

Section 9. EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2013 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, this 18th day of March, 2013.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

RESOLUTION NO. 2013-13

A RESOLUTION ESTABLISHING FEES AND RATES FOR SANITARY SEWER SERVICE FOR THE CITY OF DODGE CITY.

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide wastewater collection and treatment service to its citizens; and

WHEREAS, such wastewater collection and treatment services includes residential, commercial, and industrial users; and

WHEREAS, Federal Regulations require that all users pay a fair and equitable share of the collection of wastewater and for the costs of treatment plant construction, operation and maintenance, and replacement costs.,

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, that the following shall be the fee schedule for Sewer Service in Dodge City.

Section 1: REPEAL: Resolution 2012-10; adopted on the 19th day of March, 2012, is hereby repealed.

Section 2: SEWER USE FEES:

Sewer use fees to pay for the cost of collection and treatment of wastewater, for operation and maintenance of the wastewater collection and treatment system and for the cost of replacement of components of the system shall be established, as set forth herein below:

2.1 Residential Customers

Monthly Service charge	\$15.80
Monthly volume charge per 1,000 gallons	\$2.14

2.2 Mobile Home Parks served by master meter (s)

Monthly service charge	\$15.80
Master meter monthly accumulative reading, Q, multiplied by \$2.14 per 1,000 gallons	$A = (Q) (2.14) (1000)$
Total Bill =	$T = \$15.80 + A$

2.3 Commercial Customers with wastewater having strengths not exceeding 300 mg/1 of five day biological oxygen demand (BOD) or 700 mg/1 of total dissolved solids (TDS) per day:

Monthly service charge	\$15.80
Monthly volume charge per 1,000 gallons	\$2.14

2.4 Industrial Customers and Commercial Customers exceeding the BOD and TDS limits set forth in 2.3 hereinabove but not using the City sewer system:

Monthly service charge	\$15.80
Monthly volume charge per 1,000 gallons	\$2.14
Monthly 5 day BOD charge per lb.	\$0.1111
Monthly TDS charge, per lb.	\$0.06827

2.5 Industrial Customers and Commercial customers exceeding the BOD and TDS limits set forth in 2.3 hereinabove and who use the City sewer system shall pay both a monthly service charge, and a monthly volume and strength charge as specified:

Monthly service charge	\$15.80
Monthly volume charge	\$2.14
Monthly 5 day BOD charge per lb.	\$0.111
Monthly TDS charge, per lb.	\$0.06827

The calculation of the strength charges for BOD and TDS shall be made as follows:

$$SBOD = V_s \times 8.34 \times CBOD \times BOD$$

$$STDS = V_s \times 8.34 \times CTDS \times TDS$$

$$ST = SBOD + STDS$$

Where:

SBOD shall be the strength charge attributable to 5 day biochemical demand

STDS shall be the strength charge attributable to the Total Dissolved Solids

Vs shall be the wastewater volume in million gallons

8.34 shall be the weight of water, pounds per gallon

CBOD shall be the unit charge for 5 day Biochemical Oxygen Demand in dollars per pound

CTDS shall be the unit charge for Total Dissolved Solids in dollars per pound

BOD shall mean five day BOD in mg/l

TDS shall mean Total Dissolved Solids in mg/l

2.6 Dodge City Cheese, which is an industrial customer, has negotiated the following rate to discharge a high volume of wastewater that may exceed the limits allowed for industrial customers. The rate structure is based on a daily discharge of 450,000 gallons of wastewater.

Volume charge if flow <15 million gallons	\$1,999 per million gallons
Volume charge if flow >15 million gallons	\$3,998 per million gallons > 15 MGAL
BOD>50,666 lbs per month	\$0.0413 per pound above parameter
TSS>39,407 lbs per month	\$0.0413 per pound above parameter
TDS>78,813 lbs per month	\$0.0413 per pound above parameter
O&G>112,590 lbs per month	\$0.0413 per pound above parameter
Sodium>22,518 lbs per month	\$0.0413 per pound above parameter
Chlorides>22,518 lbs per month	\$0.0413 per pound above parameter

2.7 Fees will be one and one half times outside the corporate limits of Dodge City.

3.0 OTHER TYPES OF CONTRIBUTORS

Any person desiring to use the wastewater treatment system by transporting liquid matter to said system by a means other than through the sewer system may do so if the quantity, quality, type, and character of the liquid waste to be deposited in the system is of a type permitted under the laws of the City, and consists solely of organic or biodegradable waste from septic tanks and cesspools.

Such fees shall be based on two factors, a flat fee designed to pay for testing and the cost of administration and billing and a volume charge.

To simplify the administration and accounting for the material dumped, the volume charge will be based on the total volume of the tank used, rather than a measurement of the actual volume of material in the tank. The OMI staff has the right to measure any tank to determine the volume if there is any question about the reported volume.

The septage disposal fee shall be as follows:

Flat fee for administration and testing	\$35.10
Volume charge	\$ 0.1504 per gallon

4.0 EXTRA MONITORING FOR HIGH STRENGTH WASTES

When regulations require monitoring of wastewater from any user, whether for extra strength or for high discharges, that user shall pay a monitoring charge consisting of all costs for personnel, materials and equipment necessary to collect and analyze samples of the wastewater and shall also pay an additional administrative charge of 10% of the cost of collection and analysis.

5.0 PERMIT APPLICATION FEES

All applicants required to obtain a Wastewater Contribution Permit shall pay permit fee, at the time their application is filed with the City, of \$100.00 to cover the costs of checking and processing said Application. No application shall be accepted by the City unless the fee is paid at the time of filing.

6.0 EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2013 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, the 18th day of March, 2013.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

RESOLUTION NO. 2013-14

A RESOLUTION ESTABLISHING FEES AND RATES FOR SOLID WASTE COLLECTION SERVICE IN THE CITY OF DODGE CITY

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide Solid Waste Collection service to its citizens; and

WHEREAS, such Solid Waste Collection services includes both scheduled and non-scheduled garbage, refuse and trash pickup and disposal, and;

WHEREAS, because of current Ford County Landfill regulations, yard waste must be separated from municipal solid waste, now requiring the City to make separate collections, and;

WHEREAS, it is necessary for each and every citizen of the City of Dodge City to pay a fair and equitable share of the cost of this Solid Waste Collection Service.

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

Section 1: REPEAL: Resolution 2012-11; adopted on the 19th day of March, 2012, is hereby repealed.

Section 2: SERVICE TO DWELLINGS:

2.1 Dwellings shall include all single family residences, duplexes, or two family dwellings. Fees for dwellings shall be \$16.36 per month per dwelling plus an additional fee of \$1.27 per month per dwelling for recycling and the handling of disposal of household hazardous wastes.

2.2 Multiple family dwellings shall be all residential buildings, except hotels or motels, having three (3) or more separate living units. Fees for multiple family dwellings shall be \$16.36 for the first dwelling unit and \$11.03 for each additional dwelling unit plus an additional fee per month per unit of \$1.27 for recycling and the handling of disposal of household hazardous wastes.

2.3 Special fees. In addition to the base rates provided herein above, special fees shall be charged in those cases where the Sanitation Department personnel shall be required to collect such items as refrigerators, stoves, furniture, etc., and large accumulations of trash or metal. In addition, trash placed by either the poly-kart or dumpster will also be subject to an additional charge.

2.4 Commercial rate. The commercial rate will apply to landlords, contractors, or any other type of business that would require pick up of large accumulations of trash

Special fees for some items are as follows:

ITEM	FEE
Refrigerators	\$5.00 plus any fee for disposal of compressor or refrigerant
Freezers	\$5.00 plus any fee for disposal of compressor or refrigerant
Air Conditioners	\$5.00 plus any fee for disposal of compressor or refrigerant
Stoves, dishwashers or other white goods	\$5.00 per item
Metal goods	\$5.00 per item
Furniture, Mattresses, Carpet, or other large household items	\$5.00 per item
Bagged or loose trash not in poly-kart or dumpster	\$1.00 per 40 lb. Bag
Should there be more than three (3) items placed at curb for special pickup, these items will be considered as a bulky accumulation and subject to that charge.	
Trees and other large brush accumulations and other bulky large accumulations	Minimum of \$25.00 per load plus \$12.50 per hour plus landfill charges
Alley Cleanup	Minimum of \$25.00 per load plus \$12.50 per hour plus landfill charges
Late Pickup	A \$2.00 charge for pickup of items and karts not placed at the curb by 7:00 a.m. on the scheduled day for pickup
Commercial Rates as follows:	
Large accumulations of brush, loose or bagged household trash, and other bulky large accumulations	\$40.00 per load plus \$25.00 per hour plus landfill fees
Special Cleanup Fee	\$100 per hour equipment fee plus \$25 per hour staff fee plus landfill charges and any other costs associated to the cleanup

Section 3. SERVICE TO HOME OCCUPATIONS

Home occupations and similar activities, but not including child care facilities shall pay a \$16.36 per month fee for the residence and shall also pay an additional \$16.36 per month fee for service to the home occupation. Such home occupations shall also pay an additional \$1.27 each for the residence and for the home occupation for recycling and the handling and disposal of household hazardous wastes.

Section 4. SPECIAL CONDITIONS

Any special conditions not included in the above rate schedule shall be determined by the Superintendent of Public Works, subject to the approval of the Governing Body.

Section 5. YARD WASTE

As the Ford County Landfill requires that all yard wastes be separated from solid waste and that all yard wastes cannot be bagged, the City of Dodge City requires all residents desiring to have their yard waste disposed of by the City shall rent a container, provided by the City, for a cost of \$2.61 per month. Residents may dispose of yard waste by bagging the waste. Bags may not weigh more than 40 lbs. when full. Crews will pick up the bags for \$1.00 per bag.

Section 6. EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2013 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, the 18th day of March, 2013.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

RESOLUTION NO. 2013-15

**A RESOLUTION ESTABLISHING FEES AND RATES FOR STORM WATER
UTILITY SERVICE FOR THE CITY OF DODGE CITY.**

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide Storm Water Utility Service to its citizens; and

WHEREAS, it is necessary for each and every resident of the City of Dodge City to pay a fair and equitable share of the cost of operation for said utility; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, that the following shall be the fee schedule for Storm Water Utility Service in Dodge City.

Section 1: REPEAL: Resolution 2012-12; adopted on the 19th day of March, 2012, is hereby repealed.

Section 2: RATES ESTABLISHED:

All properties are assessed \$1.17 per Drainage Unit per month. A Drainage Unit Has been established by Charter Ordinance No. 33.

Section 3. EFFECTIVE DATE: The rates specified hereinabove shall be come effective during the month of April, 2013 as appropriate and upon its adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS this the 18th day of March, 2013.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

City	NEW SERVICE FEE	RECONNECT	SHUT OFF FOR REPAIR	Amount of Water	Rates
Garden City Residential	\$25.00 deposit, get back after 1yr without being late \$15.00 service fee after hours \$75.00 + \$25.00 deposit+\$15.00 service fee	\$15.00 n/c n/c after hrs	n/c n/c after hrs	0-15,000 15,001-30,000 30,001-60,000 60,001 and over	ICL \$1.66 OCL \$3.32 ICL \$2.00 OCL \$4.00 ICL \$2.45 OCL \$4.90 ICL \$3.00 OCL \$6.00
Commercial	\$35.00 deposit, get back after 1yr without being late \$15.00 service fee after hours \$75.00 + \$25.00 deposit+\$15.00 service fee	\$15.00 n/c n/c after hrs	n/c n/c after hrs	no tier	Inside city limits \$1.71 Outside city limits \$3.42
Liberal Residential & Commercial after hours	\$20.00 \$30.00	no after hrs reconnect	n/c	first 3,000 gal additional 1,000 gal	\$6.70 \$2.60
Hays Residential & Commercial after hrs	\$100.00 deposit not less than \$70.00 refund after two years have elapsed	\$20.00	\$30.00	100 cubic feet	ICL \$1.60 OSL \$2.72 100 cubic feet ICL \$3.20 OSL \$5.44 100 cubic feet Conservation tier
Great Bent Residential & Commercial	n/c \$26.50 after regular office hours	\$15.90 regular office hours or \$8.48 if they pay the bill at the door	n/c		\$2.01 per 1000 gal

City of Dodge City
Rate Comparison Current vs. Proposed

	<u>Current Rate</u>	<u>Proposed Rate</u>
Water		
Base Fee	7.41	7.65
Consumption charge	\$1.97 per 1000 gallons	\$2.04 per 1000 gallons
New Service Fee	25.00	26.00
Delinquency Fee	35.00	40.00
After Hours Fee	+15.00	+15.00
Shut off for repair	25.00	25.00
Sewer		
Residential		
Monthly Service Charge	11.45	15.45
Monthly Volume Charge	\$2.02 per 1000 gallons	\$2.09 per 1000 gallons
Mobile Home Parks served by Master Meters		
Monthly Service Charge	11.45	15.45
Master meter monthly accumulative	A=(Q x 2.02)/1000	A=(Q x 2.09)/1000
Total Bill	T=11.45 + A	T+15.45 + A
Commercial Customers		
Monthly Service Charge	11.45	15.45
Monthly volume charge	\$2.02 per 1000 gallons	\$2.09 per 1000 gallons
Industrial & Commercial Customers exceeding BOD and TDS limits set		
Monthly Service Charge	11.45	15.45
Monthly Volume Charge	\$2.02 per 1000 gallons	\$2.09 per 1000 gallons
Monthly 5 day BOD charge per lb.	0.1053	0.1088
monthly TDS charge per lb.	0.0647	0.0668
Dodge City Cheese		
Volume charge if < 15 million gal	\$1,935 per million gal	\$1,999 per million gal
Volume charge if > 15 million gal	\$3,870 per million gal	\$3,998 per M gal > 15 M gal
Septage disposal fee		
Flat fee for adm and testing	33.25	34.35
Volume charge	0.1425 per gallon	0.1472 per gallon
Solid Waste Collection		
Refuse	15.50	16.01
Recycle Fee	<u>1.20</u>	<u>1.24</u>
Total Solid Waste Collection Fee	16.70	17.25
Additional Unit	10.45	10.79
Grass Kart	2.47	2.55
Drainage		
Per Unit Fee	1.10	1.14

Account Comparison for Utility Rate Increase 2012/2013

	<u>2012</u>	<u>2013</u>	<u>Difference</u>
COMMERCIAL ACCOUNTS			
#1 STORM DRAINAGE	\$ 97.13	\$ 99.68	\$ 2.55
SEWER	\$ 382.94	\$ 392.08	\$ 9.14
WATER	\$ 353.67	\$ 365.36	\$ 11.69
SALES TAX	<u>\$ 31.17</u>	<u>\$ 32.22</u>	<u>\$ 1.05</u>
TOTAL	\$ 864.91	\$ 889.34	\$ 24.43

#2 STORM DRAINAGE	\$ 1.14	\$ 1.17	\$ 0.03
SEWER	\$ 246.12	\$ 251.99	\$ 5.87
WATER	\$ 293.38	\$ 303.23	\$ 9.85
SATES TAX	<u>\$ 25.86</u>	<u>\$ 26.75</u>	<u>\$ 0.89</u>
TOTAL	\$ 566.50	\$ 583.14	\$ 16.64

SCHOOL

#1 STORM DRAINAGE	\$ 69.08	\$ 70.90	\$ 1.82
SEWER	\$ 133.68	\$ 136.85	\$ 3.17
WATER	<u>\$ 193.09</u>	<u>\$ 199.56</u>	<u>\$ 6.47</u>
TOTAL	\$ 395.85	\$ 407.31	\$ 11.46

RESIDENTIAL

#1 SANITATION	\$ 28.04	\$ 28.66	\$ 0.62
STORM DRAINAGE	\$ 1.14	\$ 1.17	\$ 0.03
SEWER	\$ 41.30	\$ 42.26	\$ 0.96
WATER	<u>\$ 60.49</u>	<u>\$ 62.48</u>	<u>\$ 1.99</u>
OTHE CHARGES	<u>\$5.00</u>	<u>\$5.00</u>	
TOTAL	\$ 135.97	\$ 139.57	\$ 3.60

#2 SANITATION	\$ 19.80	\$ 20.24	\$ 0.44
STORM DRAINAGE	\$ 1.14	\$ 1.17	\$ 0.03
SEWER	\$ 27.22	\$ 27.85	\$ 0.63
WATER	<u>\$ 20.70</u>	<u>\$ 21.34</u>	<u>\$ 0.64</u>
TOTAL	\$ 68.86	\$ 70.60	\$ 1.74

#3 SANITATION	\$ 19.80	\$ 20.24	\$ 0.44
STORM DRAINAGE	\$ 1.14	\$ 1.17	\$ 0.03
SEWER	\$ 29.73	\$ 30.42	\$ 0.69
WATER	<u>\$ 79.13</u>	<u>\$ 81.75</u>	<u>\$ 2.62</u>
TOTAL	\$ 129.80	\$ 133.58	\$ 3.78

RESIDENTIAL ACCOUNTS, CONT.

	<u>2012</u>	<u>2013</u>	<u>Difference</u>
#4 SANITATION	\$ 17.25	\$ 17.63	\$ 0.38
STORM DRAINAGE	\$ 1.14	\$ 1.17	\$ 0.03
SEWER	\$ 17.47	\$ 17.87	\$ 0.40
WATER	<u>\$ 9.52</u>	<u>\$ 9.78</u>	<u>\$ 0.26</u>
TOTAL	\$ 45.38	\$ 46.45	\$ 1.07

#5 SANITATION	\$ 17.25	\$ 17.63	\$ 0.38
STORM DRAINAGE	\$ 1.14	\$ 1.17	\$ 0.03
SEWER	\$ 27.22	\$ 27.85	\$ 0.63
WATER	\$ 18.63	\$ 19.20	\$ 0.57
TOTAL	\$ 64.24	\$ 65.85	\$ 1.61

#6 SANITATION	\$ 22.35	\$ 22.85	\$ 0.50
STORM DRAINAGE	\$ 1.14	\$ 1.17	\$ 0.03
SEWER	\$ 27.01	\$ 27.64	\$ 0.63
WATER	<u>\$ 49.09</u>	<u>\$ 50.69</u>	<u>\$ 1.60</u>
TOTAL	\$ 99.59	\$ 102.35	\$ 2.76

#7 SANITATION	\$ 19.80	\$ 20.24	\$ 0.44
STORM DRAINAGE	\$ 1.14	\$ 1.17	\$ 0.03
SEWER	\$ 26.74	\$ 27.36	\$ 0.62
WATER	<u>\$ 15.11</u>	<u>\$ 15.57</u>	<u>\$ 0.46</u>
TOTAL	\$ 62.79	\$ 64.34	\$ 1.55

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Dennis Veatch

Date: March 14, 2013

*Subject: Rezoning @ 511
Sunflower*

Agenda Item: Old Business

Recommendation: City Staff concurs with the Dodge City Zoning Boards recommendation to approve this zoning amendment. The City Commission may either (1) adopted the Zoning Board's recommendation by a 3/4 vote of all commissioners; (2) override the Zoning Board's recommendation by a 2/3 majority vote of the membership of the Commission; or (3) the Commission may return the recommendation to the Zoning Board along with the Commissioners' reasons for the failure to approve the recommendation.

Background: Ismael Hernandez submitted an application requesting rezoning the above mentioned property to C-2, Commercial Highway. This property will be utilized for retail and other uses permitted in the C-2 zone. The Zoning Board held a public hearing on January 15, 2012 at 7:00 P.M. A public notice was published in the Daily Globe and a copy of the notice was sent to all of the property owners within a 200' radius of the proposed property. A sign was posted on the property stating that a zoning adjustment was being considered. Persons wishing to comment were invited to attend the meeting or provide written comments prior to the meeting. Prior to the public hearing no written comments were submitted and none of the neighbors attended the meeting at the scheduled time. The Zoning Board voted to approve the zoning amendment subject to them providing a survey and legal description of the property and to install a 6' high fence that would screen the commercial area from the residential area. One family located at 601 Sunflower did show up after the public hearing was closed and the decision to approve the rezoning was made. They were made aware of the approval and were advised that they could file a protest petition.

Please refer to the memo prepared by Ken Strobel, City Manger and dated March 8, 2013 for additional information concerning this zoning application.

Justification: The proposed zoning amendment and use is in conformance with the Dodge City Comprehensive Plan. Tianguis located at 512 S. 2nd is located in a High Accessibility Corridor. The proposed 60' tract of land to be rezoned is an extension of the rear property of Tianguis. The property directly north is zoned C-2, Highway Commercial, property directly south is zoned C-2, Highway Commercial and the property directly west and across the street is zoned C-2, Highway Commercial. Mr. Hernandez purchased the property directly east of Tianguis which is still zoned R-1, Residential Low Density. The remaining portion of 511 Sunflower excluding the proposed 60' tract will remain residential.

Financial Considerations: None

Purpose/Mission: To promote development and provide overall growth to the community.

Legal Considerations: None

Attachments: Ordinance and map showing proposed area to be rezoned and excerpts from a training session presented by the League of Kansas Municipalities on Planning and Zoning for Kansas Municipalities.

ORDINANCE NO. 3552

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY, CHANGING A PORTION OF THE PROPERTY KNOWN AS 511 SUNFLOWER FROM R-1, RESIDENTIAL LOW DENSITY TO C-2, COMMERCIAL HIGHWAY.

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

SECTION 1: The following described real property located in Dodge City, Ford County, Kansas is hereby zoned C-2, Commercial Highway:

The West 77 feet of the North 120 feet, except the West 17 feet thereof, Lot 4, Block 9, Replat of Block 9-20, Crawford Addition (vacated), an addition to the City of Dodge City, Ford County, Kansas.

SECTION 2: This ordinance shall take effect, from and following its publication in the official paper, as required by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS EIGHTEENTH DAY MARCH, 2013.

RICK SOWERS, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK

At least once each year, the Planning Commission shall review the comprehensive plan or any part thereof, and may propose amendments, extensions, or additions to the plan in accordance with the process for the original adoption of the plan.

All public improvements, public facilities, or public utilities of a type embraced within the adopted comprehensive plan must first be approved by the Planning Commission as being in conformity with the adopted comprehensive plan. If the Planning Commission has reviewed the city's Capital Improvement Plan (CIP) and found that a specific public improvement, public facility or utility of a type embraced within the recommendations of the adopted comprehensive plan is in conformity with such plan, the specific public improvement, public facility or utility is deemed to have been approved by the Planning Commission.

If the Planning Commission finds that any proposed public improvement, facility or utility does not conform to the adopted comprehensive plan, the planning commission shall submit, in writing to the City Council, the manner in which the proposed improvement, facility or utility does not conform. The City Council may override the plan and the report of the planning commission, and the plan for the areas concerned shall be deemed to have been amended.

RELATIONSHIP of COMPREHENSIVE PLAN to ZONING

By Kansas state statute, "Any zoning amendment found to be in conformance with an adopted comprehensive plan shall be presumed to be reasonable."

Without a Comprehensive Plan determining and justifying specific zoning districts within a city the process may be deemed arbitrary at best. However, it must be clear that the Plan is not a set of regulations or zoning ordinance.

REZONING REQUESTS

Before making any recommendation or decision on a zoning request, the Planning Commission must first hold a public hearing. The purpose of the hearing is to allow both sides to express their views on the issue and to discuss all relevant factors. Although the hearing is a valuable mechanism for gauging the community's attitudes toward development and for establishing the facts of each case, it is important that decisions not be based solely on the opinions of the largest or most vocal group of participants. Instead, zoning decisions must be based on the best interests of the entire community, and not just the interests of a particular property owner or neighboring property owners. In addition, the Planning Commission should try to distinguish between facts and opinions at a public hearing. Unsubstantiated assertions ("This project would reduce the value of my property by 75 percent") or generalizations ("People who live in apartments always drive fast cars and race up and down the streets") should be analyzed for their validity. Even "expert witnesses" should be pressed to give as factual a basis as possible for their judgments.

Second, zoning decisions should include consideration of long-range community goals as well as short-range needs. The recommendations of the Comprehensive Plan should be the primary source for this information.

Third, it is important to zone based on land use issues, not the issues affecting the individual applicant. An error frequently made is approval of a rezoning to accommodate an applicant's personal circumstances without consideration of land use conditions and characteristics. Such a rezoning is rarely in the public interest and, if challenged, can be held to be invalid. Instead, decisions should be based on whether the land is appropriate for the proposed zoning district.

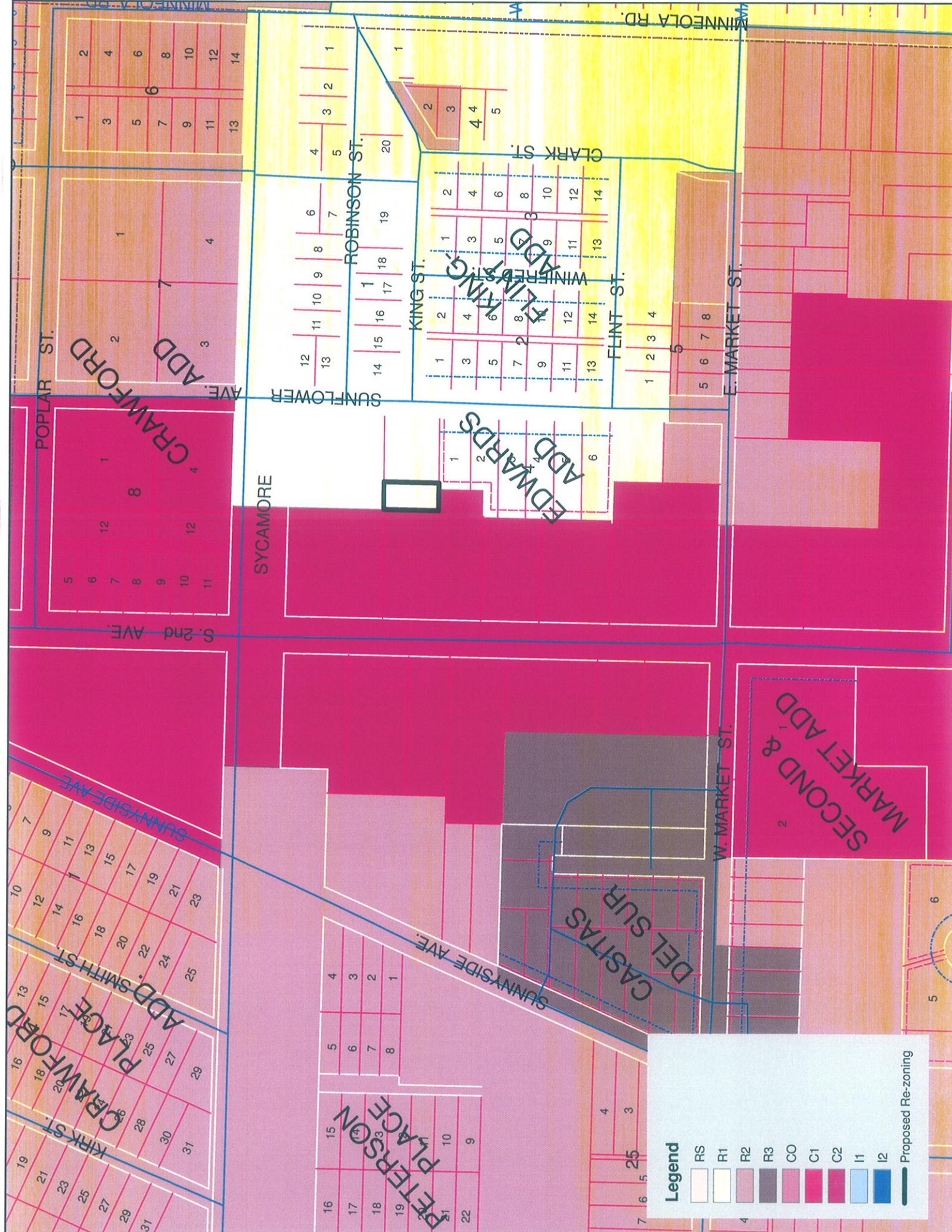
K.S.A. 12-757(a) requires that the local jurisdiction establish in their zoning regulations "matters to be considered" when approving or disapproving a zoning request. Appropriate matters that should be considered for each rezoning application include:

1. The character of the neighborhood;
2. Consistency with the comprehensive plan and ordinances of the City;
3. The adequacy of public utilities and other needed public services;
4. The suitability of the uses to which the property has been restricted under its existing zoning;
5. The length of time the property has remained vacant as zoned;
6. Compatibility of the proposed district classification with nearby properties;

7. The extent to which the zoning amendment may detrimentally affect nearby property;
8. Whether the proposed amendment provides a disproportionately great loss to the individual land owners nearby relative to public gain.
9. The recommendation of staff.

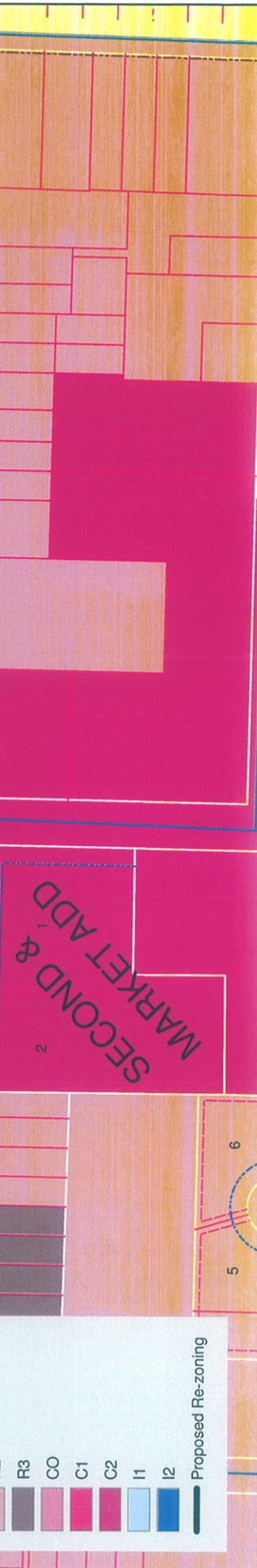
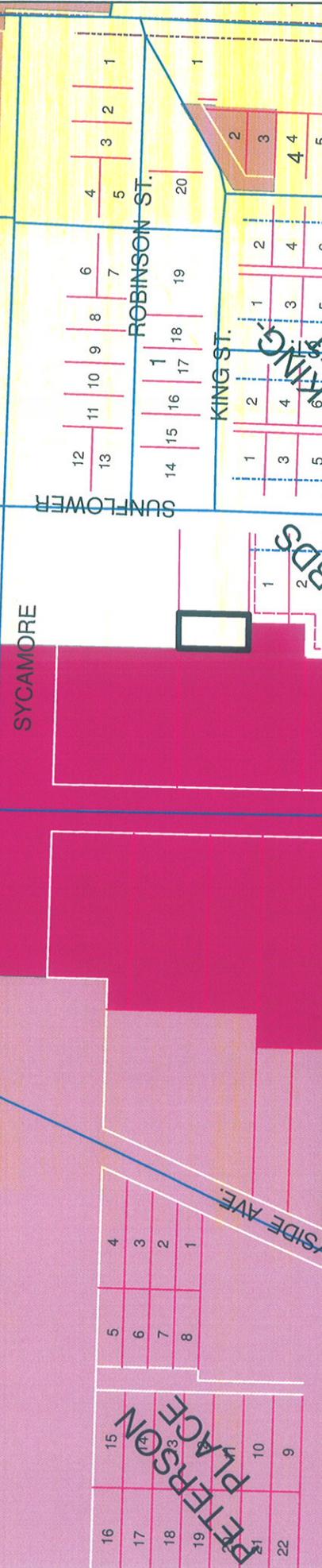
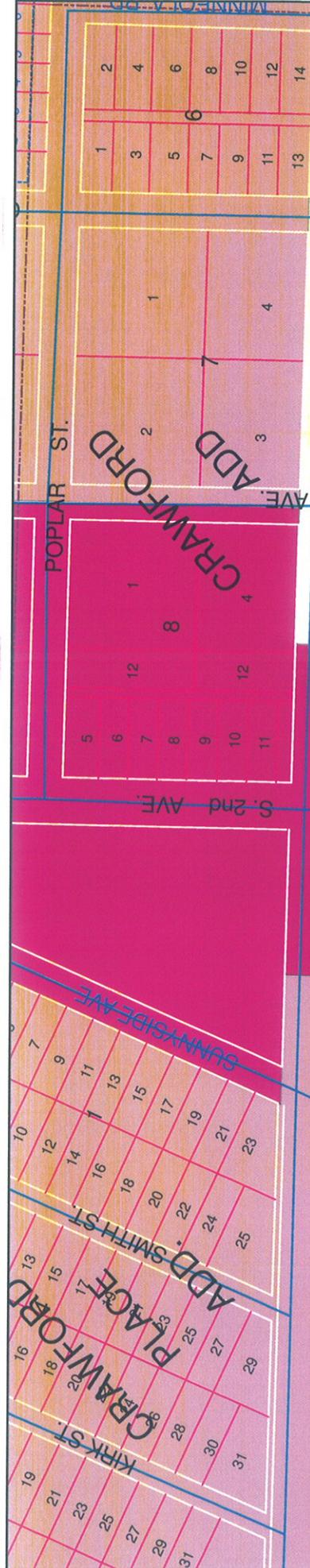
(These are from the “Golden” decision by the Kansas Supreme Court in the 1970s and have been adopted by most cities and counties in the state; except that, jurisdictions should vary the factors and/or expand on them as they deem appropriate. Some local regulations have more than a dozen “matters to be considered.”)

When considering a rezoning application all of the uses which the proposed zoning district permits should be considered rather than just the use the applicant proposes, since a change in ownership or in market conditions could easily result in a change of the proposed use.



Legend

Light Yellow	RS
Yellow	R1
Light Pink	R2
Dark Pink	R3
Grey	CO
Red	C1
Dark Red	C2
Light Blue	I1
Dark Blue	I2
Black Line	Proposed Re-zoning



Memorandum

*To: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager*

From: Nannette Pogue

Date: March 15, 2013

Subject: Ordinance No. 3555

Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Ordinance No. 3555 and approve a Lease Purchase Agreement with Commerce Bank for the financing of the Airport Hangar.

Background: The City was in need of an additional hangar at the Dodge City Regional Airport. We have constant request for additional space. To that end, the City took bids to construct a 100' x 120' hangar. The bid to construct the hangar and surrounding concrete was \$349,878. The City doesn't have the funds on hand to fund this construction, so the decision was to finance it through a lease purchase agreement. Bids were taken from local and interested banks. The best financing deal was from Commerce Bank with a bid of 3% for 10 years. The payment will be \$41,030.68 annually. The payments will be made from rent of the hangar to Crofts Aircraft who is the FBO at the airport.

A TEFRA Hearing was held on February 4, 2013 for the financing of the hangar to be qualified as tax exempt.

The Ordinance authorizes the City to enter into a Lease Purchase Agreement with Commerce Bank and authorizes the Mayor and City Clerk to execute any of the necessary documents.

Justification: The City of Dodge City is in need of additional airport hangar space and it was determined to finance this hangar through a Lease Purchase Agreement

Financial Considerations: Annual payments of approximately \$41,100 to be recouped from rent payments.

Purpose/Mission: On-going Improvement to provide for community growth.

Legal Considerations: All legal considerations have been satisfied by the TEFRA hearing and the proposed ordinance.

Attachments: Ordinance No. 3555, Bid from Commerce Bank (dba Clayton Holdings, LLC) and the sample Lease Purchase Agreement.

ORDINANCE NO. 3555

AN ORDINANCE AUTHORIZING THE CITY OF DODGE CITY, KANSAS, TO ENTER INTO A LEASE PURCHASE AGREEMENT, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF CONSTRUCTING A HANGAR AT DODGE CITY REGIONAL AIRPORT; AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, under the statutes of the State of Kansas, particularly K.S.A. 10-1116b, the City of Dodge City is empowered to enter into certain leases, lease purchase agreements and installment purchase agreements for the lease and/or acquisition of property; and

WHEREAS, K.S.A. 10-1116b provides in pertinent part that nothing in the provisions of K.S.A. 10-1101 et seq. (Kansas Cash Basis Law) shall prohibit a municipality from entering into a lease agreement, with or without an option to buy, or an installment-purchase agreement, if any of such agreements specifically state that the municipality is obligated only to pay periodic payments or monthly installments under the agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue producing source; and

WHEREAS, the City has a need to construct an additional hangar at the Dodge City Regional Airport to be used for public and airport purposes, but does not have sufficient moneys on hand legally available to construct the hangar for its use; and

WHEREAS, in order to facilitate the foregoing and to pay the costs thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into an annually renewable Lease Purchase Agreement with Clayton Holdings as lessor, pursuant to which the City will lease the Airport Hangar on a year-to-year basis from the Lessor with an option to purchase the Lessor's interest in the equipment.
2. Enter into an Escrow Agreement between the Lessor, the City and Commerce Bank pursuant to which the proceeds of the Lease will be deposited with the Escrow Agent and disbursed to pay the costs of construction the building and related costs thereto; and

The Lease and the Escrow Agreement are referred to together herein as the "City Documents"

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, AS FOLLOWS:

Section 1. Authorization and Approval of City Documents.

- (a) The City Documents are hereby approved in substantially the forms submitted to and reviewed by the governing body on the date hereof, with such changes therein as shall be approved by the Mayor, the Mayor's execution of the City Documents to be conclusive evidence of such approval.
- (b) The obligation of the City to pay Basic Rent Payment (as defined in the Lease) under the Lease is subject to annual appropriation and shall constitute a current expense of the City and shall not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor shall anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Lease shall be construed so as to give effect to such intent.
- (c) The Mayor and City Clerk are hereby authorized and directed to execute and deliver the City Documents on behalf of the City.

Section 2. Further Authority. The City shall, and the official and agents of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body.

ADOPTED by the Governing Body and signed by the Mayor of the City of Dodge City, Kansas this 18th day of March, 2013.

Mayor

ATTEST:

City Clerk



Clayton Holdings, LLC

8000 Forsyth Boulevard
St. Louis, Missouri 63105-1797
(314) 746-3795

02/13/2013

City of Dodge City
Ms. Nannette Pogue, Finance Director/City Clerk
P.O. Box 880
Dodge City, KS 67801-0880

On behalf of Clayton Holdings, LLC, we would like to offer the following lease-purchase proposal for your consideration:

Type of Financing: A tax-exempt, State and Municipal Lease/ Purchase Agreement (the "Lease").

Lessor: Clayton Holdings, LLC – An equity subsidiary of Commerce Bank

LESSEE: City of Dodge City, KS

Equipment: Aircraft Hangar at Dodge City Regional Airport Transaction must be listed as "Personal Property".

Total Finance Amount: \$350,000.00

Commencement Date: On or before 03/13/2013

Base Term: 10 years (120 months)

Interest Rate: 3.00% Fixed, Rate lock is good until 03/13/2013

Payment Amount: \$41,030.68 (10 Payments, first payment due 03/13/2014)

Payment Frequency: Annual/Arrears
**First Payment is due 03/13/2014*

Documentation: Shall be provided by Lessee. Funding of the Lease is contingent, in part; upon receipt and review by Lessor of executed Lease documentation in form acceptable to Lessor.

Interest Rate Adjustment: The above quoted interest rate is based on a spread over the Ten (10) year Interest Rate Swap as quoted in the Federal Reserve Statistical Release H.15 (the "Index"). For Purposes of this proposal, the Ten (10) year interest rate swap is 2.10% as of 02/13/2013.

Lessor reserves the right, but has no obligation, to adjust the Interest Rate after 03/13/2013 based on changes in the Index between the Quote Date and the Commencement Date. The adjustment, if made, would preserve Lessor's original lease investment assumption on a nominal pre-tax yield basis.

Early purchase Option: In the event Lessee desires to prepay this lease, they may do so in whole, but not in part at par. There is no prepayment penalty on the financing.

Titles/Liens: Lessor shall have a perfected security interest in the Equipment.

Non-appropriation: The Lease shall provide for Lessee to terminate the agreement at the end of any fiscal period if insufficient funds are available to make the scheduled Rental Payments due in the following fiscal period.

Bank Qualified: The Transaction is expected to be Non-Bank Qualified.

Additional Fees: None are expected, however, if the City elects to use an escrow for the transaction, a one-time \$250 escrow fee would be due from the Lessee to the Escrow Agent. This fee is not applicable if an escrow is not required.

Net Lease: The lease shall be a net lease in all respects, and Lessee shall be responsible for all fees, charges, assessments or other costs and expenses of every nature whatsoever arising from the lease of the Equipment.

Not a Commitment: The terms set forth herein reflect a proposed, preliminary structure and are subject to final credit approval by Clayton Holdings, LLC and the negotiation of mutually acceptable documentation. These terms are being provided to the Lessee with the understanding that neither the terms nor their substance shall constitute a definitive agreement or an exhaustive statement of all terms and conditions which may ultimately be included in a transaction among Lessee and Lessor. This is a proposal only and not a commitment to lend. Final approval and funding of the transaction is based on a formal credit review by Lessor, including final lease documentation acceptable to both Lessee and Lessor.

This proposal is not intended to, and does not create, in any way, a legally binding or any other type of commitment or obligation on the part of Clayton Holdings, LLC, or any of its/their subsidiaries, and/or any of its/their employees. Information regarding this proposal, including the financial statements of Lessee necessary to complete the credit process, may be provided to third party funding sources in either written or electronic format.

Thank you for the opportunity to offer this proposal. We appreciate your consideration and look forward to your favorable response. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,



Richard Harp
Market Manager – Commerce Bank
Phone: 620-276-5735
Richard.Harp@commercebank.com

Frank D. Hill, As Agent for Clayton Holdings, LLC
Senior Vice President, Tax Exempt-Leasing–Commerce Bank
Phone: 785-587-1541
frank.hill@commercebank.com

To accept this proposal, please sign below and fax a copy to 785-587-1586.

ACCEPTED: City of Dodge City, KS
BY: 
TITLE: City Manager
DATE: Mar. 8, 2013

Compound Period: Annual

Nominal Annual Rate: 3.000%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	3/13/2013	350,000.00	1		
2 Payment	3/13/2014	41,030.68	10	Annual	3/13/2023

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	3/13/2013				350,000.00
2013 Totals		0.00	0.00	0.00	
1	3/13/2014	41,030.68	10,500.00	30,530.68	319,469.32
2014 Totals		41,030.68	10,500.00	30,530.68	
2	3/13/2015	41,030.68	9,584.08	31,446.60	288,022.72
2015 Totals		41,030.68	9,584.08	31,446.60	
3	3/13/2016	41,030.68	8,640.68	32,390.00	255,632.72
2016 Totals		41,030.68	8,640.68	32,390.00	
4	3/13/2017	41,030.68	7,668.98	33,361.70	222,271.02
2017 Totals		41,030.68	7,668.98	33,361.70	
5	3/13/2018	41,030.68	6,668.13	34,362.55	187,908.47
2018 Totals		41,030.68	6,668.13	34,362.55	
6	3/13/2019	41,030.68	5,637.25	35,393.43	152,515.04
2019 Totals		41,030.68	5,637.25	35,393.43	
7	3/13/2020	41,030.68	4,575.45	36,455.23	116,059.81
2020 Totals		41,030.68	4,575.45	36,455.23	
8	3/13/2021	41,030.68	3,481.79	37,548.89	78,510.92
2021 Totals		41,030.68	3,481.79	37,548.89	
9	3/13/2022	41,030.68	2,355.33	38,675.35	39,835.57
2022 Totals		41,030.68	2,355.33	38,675.35	
10	3/13/2023	41,030.68	1,195.11	39,835.57	0.00
2023 Totals		41,030.68	1,195.11	39,835.57	

Grand Totals	410,306.80	60,306.80	350,000.00
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COMMERCE BANK

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease Number: 1000000-000/5000000-000

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the _____ day of _____ 2011 by and between Commerce Bank with offices at 8000 Forsyth Boulevard, St. Louis, Missouri 63105 (herein called the "Lessor"), and _____ with its principal address at _____ (herein called the "Lessee"), wherein it is agreed as follows:

- 1. LEASE OF EQUIPMENT:** Lessee hereby requests Lessor to acquire the equipment described in Exhibit A attached hereto and made a part hereof. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Exhibit A, with all replacement parts, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
- 2. DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment from the supplier of such Equipment, but will not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee will cause the Equipment to be delivered at the location specified in Exhibit A (the "Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery will not affect the validity of this Lease. Lessee will accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor preacceptance test period has expired. Lessee will have no more than thirty (30) days from the date of delivery of the Equipment to accept such Equipment. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, will have the right to terminate this Lease. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Exhibit B attached hereto and made a part hereof (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment when available.
- 3. TERM:** This Lease will become effective upon the execution hereof by Lessee and Lessor. The initial term of this Lease will commence on the earlier of the date Lessee executes the Acceptance Certificate or the date funds sufficient to purchase the Equipment are deposited with a bank or trust company in an escrow fund (the "Start Date") and will extend through the end of Lessee's fiscal year containing the Start Date. Unless earlier terminated as expressly provided for in this Lease, the term of this Lease will be automatically renewed on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Exhibit C attached hereto and made a part hereof (the "Lease Term").
- 4. RENT:** Lessee agrees to pay Lessor or any Assignee (as defined in Section 22 below), the rental payments for the Equipment as set forth in Exhibit C (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Exhibit C. The Rental Payments will be payable without notice or demand, at the office of Lessor (or such other place as Lessor or any Assignee may designate in writing, from time to time) and will commence on the Start Date or as otherwise set forth in Exhibit C, and the remaining Rental Payments will be payable on the same day of each consecutive month or quarter or semiannual or annual period thereafter (as designated in Exhibit C) for the duration of the Lease Term. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment will be fully explained and provided to Lessor or any Assignee sufficiently in advance of the payment due date for the completion thereof by Lessor or any Assignee prior to such payment date, but none of the foregoing will be a condition to Lessee's obligation to make any such payment. If Lessee fails to pay any monthly rental payment or any other sums under the Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee and will not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, THE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Notwithstanding the foregoing, in the event that Lessee, by its use of the Equipment or by its actions or omissions or by any means whatsoever, causes any interest payments as set forth in Exhibit C to be included in Lessor's gross income, Lessee agrees that the interest portion of the Rental Payments on Exhibit C will be adjusted commencing with the first day of the next succeeding

fiscal year of the Lessee, but only if this Lease is renewed for such fiscal year, and thereafter, so that Lessor, its Assignees and any participants with such, will be in the same after-tax position they would have been in had such payment been excluded from the gross income of Lessor, its Assignees and any participants with such under Section 103 of the Code.

5. **AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, the Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of the Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.
6. **LESSEE CERTIFICATION:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee's obligation under this Lease constitutes an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that any interest income derived under this Lease and due Lessor or its Assignee, including, but not limited to, those amounts designated as interest in Exhibit C, will not be includable in the gross income of Lessor, its Assignee or any participants with such for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment will not be used in a trade or business of any other person or entity; (vi) Lessee will complete and file on a timely basis, Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (vii) Lessee will not take any action or permit the omission of any action reasonably within its control which action or omission will cause the interest portion of any Rental Payment hereunder to be includable in gross income for federal income taxation purposes.
7. **APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 4 hereof, may be made, including making provisions for such payments, to the extent necessary, in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Lease for any subsequent annual fiscal period is solely within the discretion of the then current governing body of Lessee. It is Lessee's current intent to make the Rental Payments for the full Lease Term if funds are legally available therefore, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.
8. **NONAPPROPRIATION OF FUNDS:** In the event no funds or insufficient funds are appropriated and budgeted or otherwise made available for Rental Payments, including any Rental Payments required by Section 4 hereof, for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease will thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. Lessee will, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor and any Assignee of such occurrence, but failure to give such notice will not prevent such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense, Lessor or its Assignee may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment.
9. **EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES: LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR, DISTRIBUTOR OR LICENSOR OF SUCH EQUIPMENT, AND THAT LESSOR LEASES THE EQUIPMENT AS IS AND HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE**

PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE SALE, LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF ANY SUCH PERSON IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS LEASE.

Lessee acknowledges that neither the original vendor nor licensor of the Equipment (including the salespersons of any of them) is an agent of Lessor, nor are they authorized to waive or alter any terms of this Lease. Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) it might have against Lessor or any assignee of the Lessor for any loss, damage or expense caused by or with respect to the Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all manufacturer's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, will be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 will not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

- 10. TITLE, SECURITY INTEREST:** Title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to section 19 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 19 below, title will immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of Lessee's obligations hereunder, Lessee hereby (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in the Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements, improvements and substitutions thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing such security interest may be filed; and (c) agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. Lessee further agrees that the Uniform Commercial Code will apply as between the parties hereto and Assignees of Lessor.
- 11. PERSONAL PROPERTY:** The Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real property or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.
- 12. USE; REPAIRS:** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, will maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and will furnish proof of such maintenance, if requested by Lessor and will furnish all needed servicing and parts, which parts will become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.
- 13. ALTERATIONS:** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value will become part of the Equipment.
- 14. LOCATION; INSPECTION:** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.
- 15. LIENS AND TAXES:** Lessee will keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee will pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor will have the right, but will not be

obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.

- 16. RISK OF LOSS; DAMAGE; DESTRUCTION:** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment will relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair (the proceeds of any insurance recovery will be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.
- 17. INSURANCE:** Lessee will, at its expense, maintain at all times during the Lease Term (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as will be satisfactory to Lessor. In no event will the insurance limits be less than the greater of (i) an amount equal to the balance of the Rental Payments then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the state in which Lessee is located. Each insurance policy required by clause (b) of the preceding sentence will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence will contain a clause requiring the insurer to give Lessor or its Assignee at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.
- 18. INDEMNIFICATION:** To the extent permitted by law, and solely from legally available funds, Lessee agrees to indemnify Lessor against, and hold Lessor, its Assignees, or any participants with such, harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.
- 19. EVENTS OF DEFAULT:** The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee is in default under any other agreement executed at any time with Lessor, its affiliates or Lessor's Assignee or under any other agreement or instrument by which it is bound.
- 20. REMEDIES:** Upon the occurrence of an Event of Default, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which will become due during the then current fiscal year of Lessee to be immediately due and payable, whereupon the same will become immediately due and payable; (together with interest on such amount at the lesser of one and one-half (1 ½ %) percent per month or the maximum permitted by law from the date on which Lessor has declared this Lease to be in default; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law,

including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

- 21. EARLY PURCHASE OPTION:** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor the applicable amount set forth on Exhibit C attached hereto, whereupon title to the Equipment will become unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.
- 22. ASSIGNMENT:** Except as expressly provided herein, Lessee will not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees unless Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such action will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that the Lessor or the Assignee will act as a collection and paying agent for owners of certificates of participation in this Lease, or may provide that a third-party trustee or agent will act as collection and paying agent for any Assignee, provided that any such trustee or agent will maintain registration books as a register of all persons who are owners of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee will have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease will inure to the benefit of and will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment will be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

Lessee agrees that, upon notice of assignment, if so instructed it will pay directly to the Assignee, or its Trustee or Agent without abatement, deduction or setoff all amounts which become due hereunder. Lessee further agrees that it will not assert against any Assignee, Trustee or Agent any defense, claim, counterclaim or setoff on account of any reason whatsoever with respect to any Rental Payments or other amounts due hereunder or with respect to any action brought to obtain possession of the Equipment pursuant to this Lease.

- 23. FINANCIAL STATEMENTS:** Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.
- 24. NATURE OF AGREEMENT:** Lessor and Lessee agree that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment will vest permanently in Lessee as provided in this Lease, free and clear of any interest, lien or security of Lessor therein.
- 25. AMENDMENTS:** This Lease may be amended or any of its terms modified for the purpose of adding Equipment, with the written consent of the parties hereto. In such event, additions to or additional exhibits attached hereto will be executed by Lessee. All other amendments or modifications of the terms of this Lease (except for the addition or serial numbers for the Equipment as set forth in the Acceptance Certificate) must be accomplished by written consent of Lessee and Lessor, or its Assignee, if any; provided, however, that no amendment of this Lease will operate to reduce or delay any Rental Payments to be made hereunder without the consent of Lessor, or its Assignee, at the time of such amendment.
- 26. NOTICES:** All notices to be given under this Lease must be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice will be deemed to have been received five (5) days subsequent to mailing.
- 27. SECTION HEADINGS:** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

- 28. GOVERNING LAW:** This Lease will be governed by the provisions hereof and by the laws of the State of Missouri.
- 29. FURTHER ASSURANCES:** Lessee will deliver to Lessor (i) an opinion of counsel in substantially the form of Exhibit D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee will execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease.
- 30. ENTIRE AGREEMENT:** This Lease, together with the exhibits attached hereto and made a part hereof and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.
- 31. SEVERABILITY:** Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.
- 32. WAIVER:** The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof will not operate as a waiver of any subsequent breach hereof.
- 33. CERTIFICATION AS TO ARBITRAGE:** Lessee hereby represents as follows:
- (a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.
 - (b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one (1) year of the effective date of this Lease.
 - (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.
 - (d) The Equipment has not been, and is not expected to be, sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the final Rental Payment.
 - (e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.
- 34. ELECTRONIC TRANSACTIONS.** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.

LESSOR: Commerce Bank LESSEE:

DATE: DATE:

BY: (PRINTED NAME AND TITLE) BY: (PRINTED NAME AND TITLE)

Authorized Signature and Title: Authorized Signature and Title:

EXHIBIT A TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____

Description of Equipment

DESCRIPTION OF LEASED EQUIPMENT (Make, Kind, Model Number, Serial Number, Any other pertinent identification)

TOTAL

\$

Location of Equipment

Street Address:

City:

County:

State:

Zip Code:

Lessee hereby certifies that the description of the property set forth above constitutes an accurate account of the Equipment as referred to in the Lease.

LESSEE:

BY: (AUTHORIZED SIGNATURE) | (PRINTED NAME & TITLE)

X

DATE:

EXHIBIT B TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____

DELIVERY AND ACCEPTANCE CERTIFICATE

TO: Commerce Bank

Reference is made to the State and Municipal Lease/Purchase Agreement between the undersigned _____ ("Lessee"), and Commerce Bank ("Lessor"), dated _____ ("Lease") and to the Equipment as such term is defined therein. In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or otherwork necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment
4. The serial number for each item of Equipment which is set forth on Exhibit A to the Lease is correct.

This certificate will not be considered to alter, construe, or amend the terms of the Lease.

LESSEE:

WITNESS:

BY: (AUTHORIZED SIGNATURE) | (PRINTED NAME & TITLE)

X

DATE: Federal Tax ID #:

EXHIBIT D TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____

OPINION OF COUNSEL
(To be on Letterhead of Lessee's Counsel)
[Date]

Re: State and Municipal Lease/Purchase Agreement No. _____, dated _____, 20__ (the "Lease"), between
Commerce Bank ("Lessor") and _____ ("Lessee")

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) the Lease, which, among other things, provides for the sale to and purchase by the Lessee of the Equipment, (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Lease and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease.
3. The Lease and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.
4. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

Furthermore, I confirm that the name of the Lessee as stated in the Lease, as _____ is the exact legal name of the Lessee for all purposes contemplated herein.

All capitalized terms herein shall have the same meanings as in the Lease. Lessor, its successors and assigns and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Very truly yours,

EXHIBIT E TO
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT
Lease No. _____

I, _____, do hereby certify that I am the duly elected, or appointed and acting Secretary/Clerk of the _____ an agency duly organized and existing under the laws of the State of _____ (the "Lessee"), and that the following resolutions have been presented to and duly adopted by the _____ at a meeting duly and regularly held and convened in accordance with applicable law on the _____ day of _____, 20____.

WHEREAS, the Lessee is entering a State and Municipal Lease/Purchase Agreement ("Lease") dated _____ 2011, with Commerce Bank;

WHEREAS, Lessee has carefully reviewed its financing requirements for the current calendar year and reasonably expects that it will not issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the calendar year;

NOW, THEREFORE, be it RESOLVED, that the Lessee be, and hereby is, authorized to enter into the Lease with Commerce Bank for a period of _____ months, and be it further

RESOLVED, that the following officials of the Lessee be, and hereby are, authorized, empowered and directed to sign on its behalf the Lease and any addenda, schedules, notes, UCC financing statements or other instruments issued under the provision of the Lease and any other instrument or document which may be necessary or expedient in connection with agreement upon or fulfillment of the provisions of the Lease.

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
--------------	---------------------	------------------

RESOLVED, that pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, this Lease be and hereby is designated a "qualified tax-exempt obligation" includable within the ten million dollars (\$10,000,000) of the aggregate issues designated as "qualified tax-exempt obligations" for the calendar year within which this Lease is entered into.

RESOLVED, that Lessee shall not designate more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as qualified tax-exempt obligations and Lessee, together with its subordinate entities, does not reasonably expect to issue more than ten million dollars (\$10,000,000) of tax-exempt obligations during the current calendar year.

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal hereto this day ____ of _____, 20____.

LESSEE:

BY:

X

TAX ID NUMBER:

STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease No. _____

ESSENTIAL USE/SOURCE OF FUNDS LETTER

[Date]

Commerce Bank
8000 Forsyth Boulevard
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. _____, dated _____, 20__ (the "Lease"), between
Commerce Bank ("Lessor") and _____ ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows: _____

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is _____ years.

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is _____.

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

Very truly yours,

LESSEE:

WITNESS:

BY: (AUTHORIZED SIGNATURE)

| (PRINTED NAME & TITLE)

X

DATE:

Proof of Insurance

Insurance Agent Name: _____
Agency Name: _____
Address: _____
Phone Number: _____
E-Mail: _____

Ladies and Gentlemen:

Please add Commerce Bank, as both sole loss payee under property insurance covering the equipment listed on attached Exhibit A and additional insured under the general liability insurance policy. The minimum liability coverage is \$1,000,000.00. Please mail or fax an insurance certificate to:

Commerce Bank
P.O. Box 11309
St. Louis, MO 63105
Fax # 314-746-3744

Please note that the Bank requires 30 day written notice of cancellation of the policy covering leased equipment.

Lessee:

By: _____
Title: _____
Date: _____

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Ray Slattery,
Director of Engineering
Services*

Date: March 11, 2013

*Subject: Ordinance 3556
No Parking along east side
of 13th Ave.*

Agenda Item: Ordinances and Resolutions

Recommendation: Approve Ordinance No. 3556

Background: With the opening of the new restaurant at 14th Ave. & Wyatt Earp Blvd., vehicles have been parking on both sides of 13th Ave. from Wyatt Earp Blvd. to Spruce St. The width of 13th Ave. is only 33' from back-of-curb to back-of-curb. This width is not sufficient for parking to be allowed on both sides where continuous two-way traffic and larger delivery vehicle traffic is expected. Concerns have also been expressed that vehicles turning into and out of the commercial properties along 13th Ave. may hit the cars parked too close to or across the street from driveways. By not allowing parking on the east side of 13th Ave., this also eliminates the conflict of pedestrians crossing the street.

Justification: The reasoning for not allowing parking is that there is not sufficient width (33') to allow parking along both sides of 13th Ave. The minimum width for a driving lane needs to be 10' and on street parking minimum width is 8'. Using these dimensions, the street as it is today can safely handle 2 thru lanes and parking on one side [33'-1.5' (curb width)-20' (driving lanes)-8' (parking)= 3.5' of extra width].

Financial Considerations: The cost of the installation of No Parking Signage.

Purpose/Mission: One of the City's core values is Safety. The No Parking & Loading Zone signage the City will be able to provide a safe and secure workplace and community.

Legal Considerations: N/A

Attachments: Ordinance 3556 and a map of the area.

ORDINANCE NO. 3556

AN ORDINANCE ESTABLISHING NO PARKING ALONG THE EAST SIDE OF 13th AVENUE FROM WYATT EARP BOULEVARD TO SPRUCE STREET AND PROVIDING PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY:

Section 1: Standing, stopping or parking shall be prohibited on east side of 13th Avenue from Wyatt Earp Boulevard to Spruce Street.

Section 2: Any person convicted of the violation of the provisions of this ordinance shall be subject to penalties in accordance with the provisions of Article 20, of the Standard Traffic Ordinance for Kansas cities, prepared and published by the League of Kansas Municipalities Edition 2010, and adopted by the Governing Body of the City of Dodge City, and as set out in Section 14.101 of the Code of the City of Dodge City.

Section 3: This ordinance shall take effect following its publication in the official City newspaper as provided by law, and after the posting of appropriate signs advising the motoring public of the provisions of this ordinance.

Passed by the Governing Body of the City of Dodge City and approved by the Mayor, this 18th day of March, 2013.

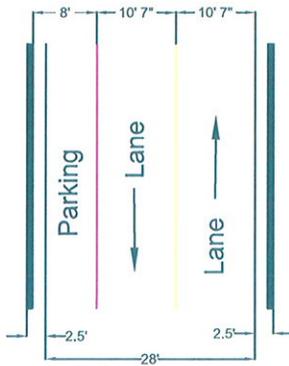
Rick Sowers, Mayor

ATTEST:

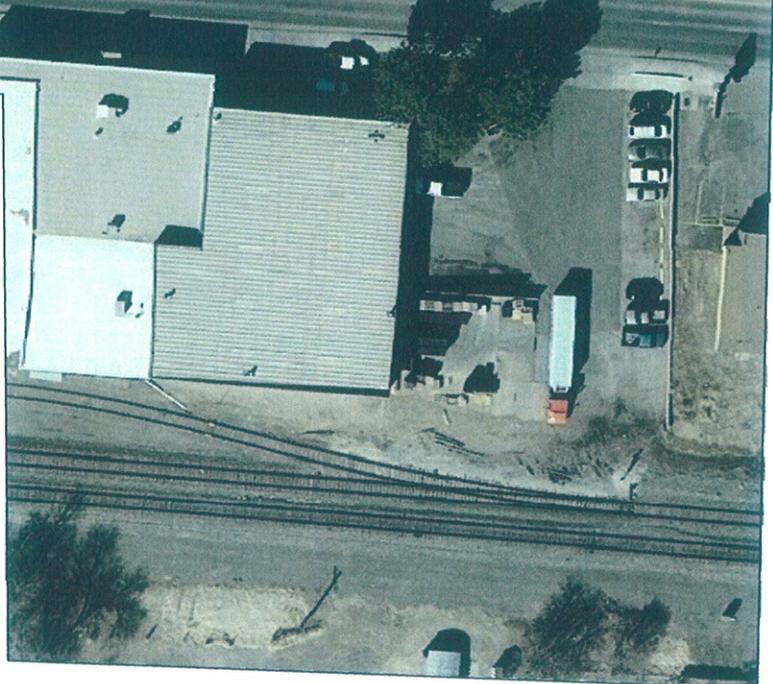
Nannette Pogue, City Clerk



Street Detail



Not To Scale



Memorandum

*To: City Manager
City Commissioners*

*From: Leslie Lomas
Special Projects/Housing*

Date: 3/18/13

*Subject: RHID – Summerlon III South 1
Agenda Item: Ordinance No. 3557*

Recommendation: Staff recommends the approval of the Development Agreement between the City of Dodge City and Summerlon Properties, LLC. The second action required is the approval of Ordinance No. 3557, which includes approval of the Ordinance and the Development Plan.

Background: In 2010, City staff began working with developers interested in building multi-family and single family residential developments. Most developers were interested in utilizing the Rural Housing Incentive District program which provides assistance for various eligible costs such as infrastructure. The funding for this assistance/incentive comes from the dedication of the incremental increase in property tax back to pay the bonds or the property owner for eligible costs. The Summerlon Properties, LLC development will provide seventeen (17) single family residences.

Justification: Offering this incentive helps reduce the cost of construction for the developer which in turn allows projects to cash flow and become feasible. Without such incentives, projects appear to not cash flow in our market, deterring developers.

Financial Considerations: The County and the School District have no risk in this process; in addition, they would not have received the increment as the development would not have been feasible without the incentive. The City has minimal risk with this developer due to the issuance of general obligation bonds, and feel that the agreement lessens that risk. Should the developer not complete the full development, the developer will simply not receive the increment.

Purpose/Mission: We value progress, growth and new possibilities by providing and preparing for the community's future, therefore, improving the quality of life for our citizens.

Legal Considerations: None

Attachments: Development Agreement, Ordinance 3557 and Development Plan

ORDINANCE NO. 3557

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (SUMMERLON PROPERTIES, LLC, SUMMERLON PHASE III-S1 PROJECT)

WHEREAS, K.S.A. 12-5241 *et seq.* (the "Act") authorizes any city incorporated in accordance with the laws of the state of Kansas (the "State") with a population of less than 40,000 located in a county with a population of less than 60,000, to designate rural housing incentive districts within such city; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the "Secretary") requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development of housing and public facilities in the proposed district; and

WHEREAS, the City of Dodge City, Kansas (the "City") has an estimated population of approximately 28,000, is located in Ford County, Kansas, which has an estimated population of approximately 34,000, and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated April 23, 2008, then again on May 9, 2012 (the "Analysis"), a copy of which is on file in the office of the City Clerk; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2011-07 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the

submission of such Resolution and a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated April 18, 2011, authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the "District"); and

WHEREAS, the City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the proposed District in accordance with the provisions of the Act (the "Plan"); and

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5244;
2. The existing assessed valuation of the real estate in the proposed District, listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for March 18, 2013 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2013-05 which made a finding that the City is considering the establishment of the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provides a summary of the proposed Plan, called a

public hearing concerning the establishment of the proposed District for March 18, 2013 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on March 18, 2013, after due published and delivered notice in accordance with the provisions of the Act; and

WHEREAS, upon and considering the information and public comments received at the public hearing, the governing body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS:

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing conducted March 18, 2013 was made in accordance with the provisions of the Act.

Section 2. Creation of Rural Housing Incentive District. A Rural Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property in the Development, an addition to the City of Dodge City, Ford County, Kansas:

Lot 33, 34, 35, 36, 37, 38, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65 and 66, Block 1 Summerlon Phase III an Addition to the City of Dodge City, Ford County, Kansas, according to the Plat recorded in Plat Book "E" at page 59-61.

The boundaries of the District do not contain any property not referenced in Resolution No. 2013-05, which provided notice of public hearing on the creation of the District and adoption of the Plan.

Section 3. Approval of Development Plan. The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved.

Section 4. Adverse Effect on Other Governmental Units. If, within 30 days following the conclusion of the public hearing on March 18, 2013, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

- a. The Board of Education of U.S.D. No. 443 determines by resolution that the District will have an adverse effect on such school district; or
- b. The Board of County Commissioners of Ford County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of Ford County or Unified School District No. 443.

Section 5. Reimbursement. The Act authorizes the issuance by the City of special obligation bonds (the "Bonds") to finance all or a portion of the costs of implementing the Plan. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of passage of this Ordinance, pursuant to Treasury Regulation § 1.150-2.

Section 6. Further Action. The Mayor, City Clerk and other officials and employees of the City, including the City Attorney, Stife Nicolaus & Co., Inc., Financial Advisor, and Gilmore & Bell, P.C., Bond Counsel are hereby further authorized and directed to take such other actions as may be appropriate to accomplish the purposes of this Ordinance.

Section 7. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body of the City of Dodge City, Kansas and publication one time in the official City newspaper.

[remainder of this page left blank intentionally]

PASSED by the Governing Body of the City of Dodge City, Kansas and signed by the Mayor on March 18, 2013.

[SEAL]

Rick Sowers, Mayor

Nannette Pogue, City Clerk

**DEVELOPMENT PLAN
FOR THE SUMMERLON PHASE III-S1 DEVELOPMENT
RURAL HOUSING INCENTIVE DISTRICT
OF THE CITY OF DODGE CITY, KANSAS**

March 18, 2013

INTRODUCTION

On March 8, 2011 the Governing Body of the City of Dodge City, Kansas (the "City") adopted Resolution No. 2011-07 that found and determined that:

1. there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. the future economic wellbeing of the City depends on the Governing Body housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of a Rural Housing Incentive District within Dodge City pursuant to the Act.

Following the adoption of Resolution No. 2011-07, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in Dodge City, as required by K.S.A. 12-5244(c).

On April 18, 2011, the Secretary of Commerce provided written confirmation, approving the establishment of the Summerlon Properties, LLC - Summerlon Phase III Development Rural Housing Incentive District (the "District") (Resolution No. 2011-07, Exhibit A-13).

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once the City receives approval from the Secretary of Commerce for the development of a Kansas Rural Housing Incentive District, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

As a result of the shortage of quality housing within Dodge City, the City proposes this Development Plan to assist in the development of quality housing within the City.

- (1) The legal description of the Summerlon Phase III-S1 Development Rural Housing Incentive District is:

Lot 33, 34, 35, 36, 37, 38, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65 and 66, Block Summerlon Phase III an Addition to the City of Dodge City, Ford County, Kansas, according to the Plat recorded in Plat Book "E" at page 59-61.

A map of the District is attached as **Exhibit A** to this document.

(2) The assessed valuation of all real estate within the District for 2012 is \$11,508. There are no existing structures on the real estate.

(3) The name and address of the owner of record for the real estate within the District is:

Summerlon Inc.
1902 Hi Street
Dodge City, KS 67801

(4) The housing and public facilities projects that are proposed to be constructed include the following:

Housing Facilities

The housing facilities will be composed of seventeen (17) single-family residences. The housing facilities will consist of a variety of two and three bedroom single and two story design. Each individual family unit will have laundry hook-ups, cable television hook-ups, and garage parking.

Public Facilities

Public improvements include the extension of water and sewer by the City of Dodge City, gas distribution lines by Black Hills Energy and electric distribution lines to the boundaries of the District by Victory Electric. These improvements have been previously constructed and are financed with special assessment bonds.

Public improvements will also include construction of infrastructure improvements located within the boundaries of the District, including electric, gas, water, sanitary sewer, storm sewer, storm water detention, streets, street lighting, fire services and sidewalks. Infrastructure improvements will be constructed concurrently with the project.

(5) The names, addresses and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities is:

Owner of Real Property:	Summerlon, Inc. 1902 Hi Street Dodge City, KS 67801
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Developer: (Site Work and Infrastructure)	Summerlon Properties, L.L.C. Box 608 Dodge City, KS 67801
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Individuals with Specific Interest:

Summerlon Properties, LLC Members
Greg Gaskill
Jim Coffin
Box 608
Dodge City, KS 67801

- (6) The Governing Body of the City of Dodge City entered into a Development Agreement with Summerlon Properties, L.L.C., a Kansas limited liability corporation on March 18, 2013. The Development Agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City of Dodge City. The complete Development Agreement is attached hereto as **Exhibit C**.

- (7) The City's Director of Finance has conducted and had reviewed by the City's Financial Advisor, Stifel Nicolaus and Company, Inc., a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached hereto as **Exhibit B**. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support special obligation tax increment bonds to finance the public infrastructure. The revenue stream is compared to the estimated debt service of the proposed bonds to determine the amount of financing the revenue stream can support. The size of the financings that is supportable by the revenue stream is compared to the estimated costs of the improvements and the costs of the financing. The estimates indicate that the revenue realized from the project would be adequate to pay the costs of the public infrastructure.

**EXHIBIT A
MAP OF THE
SUMMERLON PHASE III-S1 DEVELOPMENT DISTRICT**

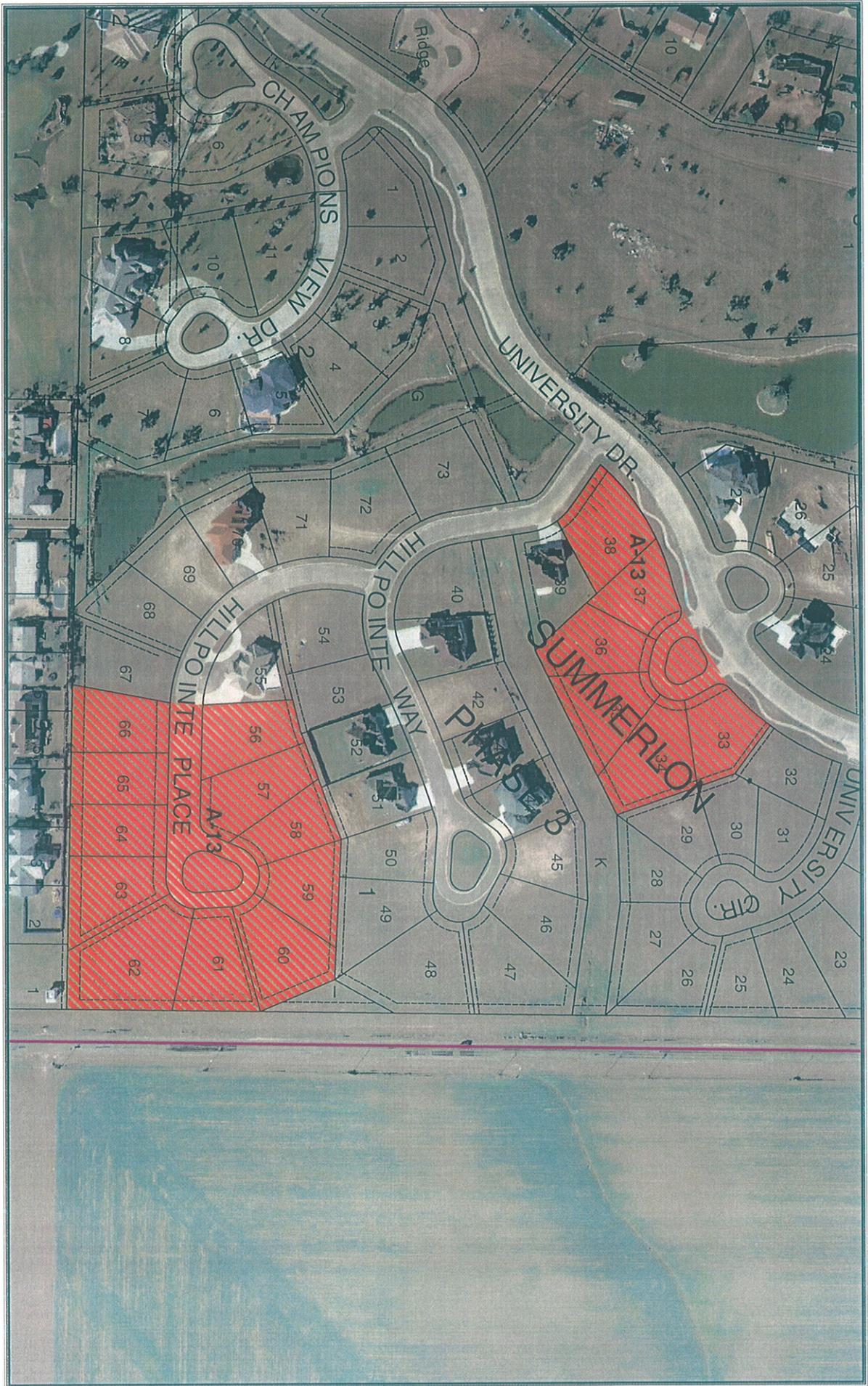


EXHIBIT B

COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

EXHIBIT C
DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter "Agreement"), entered into this 18th day of March, 2013, by and between the **CITY OF DODGE CITY**, Kansas, a municipal corporation of the State of Kansas (hereinafter "City"), and **SUMMERLON PROPERTIES, LLC**, a Kansas limited liability corporation, with its principal place of business in Dodge City, Kansas (hereinafter "Developer").

RECITALS

- A. WHEREAS**, City and Developer (hereinafter "Parties") desire to memorialize their intent with respect to their obligations and responsibilities for the construction of a single family residential development to be known as "Summerlon Phase III-S1 Development" (hereinafter "the Development"); and,
- B. WHEREAS**, Developer will become the title owner of real property located within the boundaries of City and described on *Exhibit A* attached hereto and incorporated herein by reference (hereinafter "the Property"); and,
- C. WHEREAS**, Developer desires to develop the Property by construction of single-family residences and duplicate units and all related internal infrastructure improvements, all as more fully described herein; and,
- D. WHEREAS**, City has determined that the construction of the Development will foster the economic development of City and the surrounding area of Ford County, Kansas; and,
- E. WHEREAS**, the Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. As used in this Agreement, the following words and terms shall have the meaning set forth below:

“**Agreement**” means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“**City**” means the City of Dodge City, Kansas.

“**Concept Site Plan**” means the site development plan prepared by the Developer, acceptable to City, attached as *Exhibit C* hereto and incorporated herein by reference, depicting the conceptual program for construction of the Development Project and the Public Improvements.

“**Construction Plans**” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

“**Developer**” means Summerlon Properties, LLC, a Kansas limited liability corporation, with its principal place of business in Dodge City, Kansas or its permitted successors or assigns in interest.

“**Development Area**” means the collective areas described in *Exhibit B* attached hereto and incorporated herein by reference.

“**Development Costs**” means the total amount spent or expected to be spent by Developer to construct the Work.

“**Development Project**” means construction of not less than seventeen (17) single family quality residences in the Development Area in accordance with the Concept Site Plan.

“**Governing Body**” means the City Commission of Dodge City, Kansas.

“**Material Change**” shall mean any change in the Concept Site Plan that significantly affects the nature of the Public Improvements, the number of Units, or increases/decreases the cost of the Development Project by twenty-five thousand dollars (\$25,000.00) or more for each change.

“**Mayor**” means the Mayor of Dodge City, Kansas or his duly authorized agent.

“**Plans and Specifications**” means the plans and specifications for the Development Project prepared by a licensed professional engineer, or firm thereof, acceptable to City.

“**Project Costs**” means all costs associated with the acquisition of the Property and the retirement of existing special assessments for financing the existing Public Improvements, and all associated legal, engineering and other soft costs, all as described on the cost estimates set forth on *Exhibit D* attached hereto and incorporated herein by this reference.

“Property” means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) on which the Development Project will be located, more specifically described in *Exhibit A* attached hereto and incorporated herein by this reference.

“Public Improvements” means the Infrastructure Improvements presently in place within the boundaries of the Development Area, and presently financed through special assessments.

“Related Party” means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity.

“Rural Housing Incentive District” means a rural housing incentive district to be created by the City for the Development Project pursuant to the Kansas Rural Housing Incentive District Act.

“Substantial Completion” means the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that Developer can occupy or utilize the Work for its intended purpose.

“Unit” means each individual single family residence in the Development Project.

“Work” means all work necessary to prepare the Property and to construct the Development Project and the Public Improvements, including; (1) demolition and removal of certain existing improvements located on the Property; (2) construction, reconstruction and/or relocation of utilities; (3) construction of not less than twenty (20) single residential structures the Property, as described in the Concept Site Plan; and (4) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II

RURAL HOUSING INCENTIVE DISTRICT

2.1 Preliminary Resolution. Governing Body has heretofore adopted Resolution No. 2011-07 on March 8, 2011 which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in City and declaring an intent to establish Rural Housing Incentive Districts within City, which would include the Property.

2.2 Department of Commerce Finding. Pursuant to the resolution described in *Section 2.1* hereof, City caused to be prepared a Housing Needs Analysis and forwarded the same, along with said resolution, to the Kansas Secretary of Commerce. On April 18, 2011, the Kansas Secretary of Commerce issued a letter to City making certain findings required by the Rural Housing Incentive District Act, and approved City's ability to establish a Rural Housing Incentive District.

2.3 Further Proceedings Regarding Property Acquisition and Special Assessments. Developer will acquire and become the title owner of the Property and will become responsible for payment of special assessment financing for infrastructure improvements in place within the Development Area as reflected in *Exhibit D*. Said acquisition costs and special assessment charges will be eligible costs to be reimbursed by Rural Housing Incentive District incremental proceeds.

2.4 Further Proceedings Regarding the Rural Housing Incentive District Act. The City has caused to be prepared a Development Plan in accordance with the provisions of the Rural Housing Incentive District Act, adopted a resolution calling a public hearing relative to such Development Plan, conducted a public hearing, and will pass an ordinance approving the Development Plan, this Agreement and establishing a Rural Housing Incentive District that includes the Property. The Rural Housing Incentive District will be deemed to be established at the time said ordinance is passed by the Governing Body. The Parties acknowledge that the creation of the Rural Housing Incentive District is subject to nullification in the manner set forth in K.S.A. 12-5246.

ARTICLE III

CONSTRUCTION OF THE PROJECT AND INTERNAL INFRASTRUCTURE IMPROVEMENTS

3.1 Development Project Construction Schedule. Developer shall commence construction of the Development Project within the Development Area, not more than sixty (60) days after the Rural Housing Incentive District ordinance is passed by the Governing Body. Developer will diligently pursue Substantial Completion of the Development Project.

- (a) Modifications to the Development Project. The Parties acknowledge that due to economic conditions, the scope of the Development Project and the amount of real estate included, the Development Area may be modified prior to and/or during the construction of such Development Project. Developer shall notify City at least thirty (30) days in advance of any proposed Material Change of the Development Project or Development Area, as well as the factual basis necessitating the proposed Material Change.

3.2 Construction of the Development Project. Developer shall construct the Development Project in a good and workmanlike manner in accordance with the terms of this Agreement and as set forth in the Construction Plans, on file at City Hall.

3.3 Concept Site Plan. Developer in coordination with the City and at the cost of the Developer, has had prepared a Concept Site Plan. Said Concept Site Plan, attached hereto marked *Exhibit C*, is hereby approved by the Parties. Either party shall promptly notify the other in writing of any proposed Material Changes to the Concept Site Plan at least thirty (30) days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore. During the progress of the Work, Developer may make changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Development Project; provided, however, that Developer may not make any Material Changes to the Public Improvements or reduce the number of Units on the Concept Site Plan without the advance written consent of City.

3.4 Payment of Special Assessments for Public Improvements. Developer shall be financially responsible for the payment of Special Assessments for the Public Improvements presently in the Development Area as delineated on *Exhibit D*. The Developer shall assure that the Public Improvements have been completed in a good and workmanlike manner in accordance with the Plans and Specifications approved by City consistent with the construction of the Development Project so that the Public Improvements associated with the Development Project shall be operational on or before Substantial Completion of the Development Project.

3.5 Construction Contracts; Insurance. Developer may enter into one or more construction contracts to complete the Work for the Development Project. Prior to the commencement of construction of the Development Project, Developer shall obtain or shall require that all such contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage as provided in *Section 5.8* hereof and shall maintain evidence of such insurance with the City. Developer shall require that the insurance required is maintained by any such contractors for the duration of the construction of the Development Project. If Developer serves as general contractor for the Development Project, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

3.6 Certification of Substantial Completion. Promptly after Substantial Completion of the Work, or a phase thereof, in accordance with the provisions of this Agreement, the respective contractors will furnish to City a Certificate of Substantial Completion in the form attached hereto as *Exhibit E*. City shall, within thirty (30) days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion. Each Certificate of Substantial Completion shall be deemed accepted by City unless, prior to the end of such thirty (30) day period after delivery to City of each Certificate of Substantial Completion, City furnishes Contractor with specific written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail. At Substantial Completion of the Development Project, Developer will dedicate to City, and City will accept, title to those Public Improvements as identified in Exhibit C. Following said dedication, City will be responsible, at its sole cost and expense, for all operating and capital costs for the

dedicated Public Improvements from that date forward, and shall maintain the dedicated Public Improvements in a manner consistent with similar public improvements in City. Notwithstanding the foregoing, Developer may, at its sole discretion and expense, enhance the maintenance or operation of the Public Improvements for the betterment of the Development Project.

ARTICLE IV

FINANCING OBLIGATIONS

4.1 Financing of Property and Public Improvements. The costs of the Property acquisition and payment of special assessments for the Public Improvements shall be the sole responsibility of the Developer. The City shall deposit the amounts received by the City, pursuant to K.S.A. 12-5250(b)(2)(A) (the "Increment") in a special account (the "Account"). Funds from said Account shall be used to reimburse the Developer for all or a portion of eligible costs of the Property acquisition and Public Improvement special assessments.

Funds from the Account shall be accrued and disbursed in accordance with the following guidelines and in the time and manner following:

1. Reimbursements due to Developer shall be made within thirty (30) days following the receipt of the annual Increment payment from the County Treasurer beginning in 2012 and continuing until such time as the eligible Developer Costs as described in *Exhibit D* have been fully reimbursed to Developer, but not to exceed fifteen (15) years from the date of the establishment of the Rural Housing Incentive District. City shall have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Ford County Treasurer as mandated in K.S.A. 12-5250(b)(2)(A). Developer shall be responsible for any portion of eligible costs not covered by payments made from the Account.
2. Within 60 days following adoption of the RHID Ordinance by the City, Developer shall purchase and acquire title to the Property as described in Exhibit A. The purchase price paid by the Developer shall include the price of the acquisition of the Property and a sum sufficient to pay the outstanding balance of all special assessments against the Property. The amount representing the total of all outstanding special assessments shall be immediately paid to the City Clerk who shall use said funds to pay all outstanding Special Assessments against the Property. Upon receipt of said Special Assessment payment, the City Clerk shall notify the County Clerk that all outstanding special assessments against the Property have been paid and fully satisfied and that said Special Assessments should be removed from the tax rolls with regard to the Property as listed on Exhibit A.

3. At the written request of the Developer the City, in its sole discretion, may issue special obligation bonds for payment of the eligible Developer costs pursuant to the provisions of K.S.A. 12-5248, and pledge revenues of the Account to the repayment of such special obligation bonds. The maximum maturity on such bonds shall not exceed 15 years.
4. Once all eligible Project costs have been fully paid, all reimbursable costs to Developer fully satisfied, all special obligation bonds, if any, have been redeemed and the Project completed the Assessment Account shall be closed and all future Increments shall be disbursed pursuant to the provisions of KSA 12-5250(b)(2)(B).

ARTICLE V

GENERAL PROVISIONS

5.1 City's Right to Terminate. In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if Developer defaults or breaches any material provision of this Agreement and fails to cure such default or breach within thirty (30) days after receipt of written notice from City of such default or breach.

5.2 Developer's Right to Terminate. In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement (including any City default under Article IV hereof) and fails to cure such default or breach with thirty (30) days after receipt of written notice from Developer of such default or breach.

5.3 Successors and Assigns.

- (a) This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.
- (b) Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Development Project, whereupon the Party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee or assignee shall be financially solvent as demonstrated to City.

- (c) Until Substantial Completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Development Project, all in accordance with this Agreement. Notwithstanding the foregoing, Developer may be permitted to subcontract the construction of any portion of the Development Project without the consent of City as long as Developer remains liable therefore hereunder. Notwithstanding anything herein to the contrary, City hereby approves, and no prior consent shall be required in connection with, (a) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Development Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; (b) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or (c) the right of Developer to sell or lease individual portions of the Property in the ordinary course of the development of the Development Project; provided that in each such event Developer named herein shall remain liable hereunder for the Substantial Completion of the Development Project, and shall be released from such liability hereunder only upon Substantial Completion of the Development Project.

5.4 Remedies. Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) shall, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and, shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default. If the breach shall not be cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and thereupon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the Rural Housing Incentive District. For purposes of this *Section 5.4*, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same. Prior to instituting any legal proceedings after an event of default has been noticed and no cure has occurred, the parties agree to attempt to resolve the dispute through non-binding mediation. In the event such mediation is not successfully completed within forty-five (45) days following the expiration of any period for cure, the aggrieved Party may then immediately institute legal proceedings against the breaching Party.

5.5 Force Majeure. Neither City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies City in writing within thirty (30) days of the commencement of such claimed event of force majeure.

5.6 Notices. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

(i) In the case of Developer, to:

Summerlon Properties, LLC
Box 608
Dodge City, KS 67801
Attention: Greg Gaskill
Phone: 620/225-2858

(ii) In the case of City, to:

City of Dodge City, Kansas
806 N. Second Avenue
Dodge City, KS 67801
Attention: City Clerk
Phone: (620) 225-8100
Fax: (620) 225-8144

or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section.

5.7 Conflict of Interest. No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for the Development, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body

with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

5.8 Insurance; Damage or Destruction of Development Projects.

- (a) Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of City, shall furnish City with proof of payment of premiums on:
- (i) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City shall be protected in accordance with a clause in form and content satisfactory to City; and,
 - (ii) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and
 - (iii) Workers' compensation insurance, with statutorily required coverage.
- (b) The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content reasonably satisfactory to City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with a general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (i) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this Section shall name City as an additional insured. Developer shall deliver to City evidence of all insurance to be maintained hereunder.

5.9 Inspection. Developer shall allow authorized representatives of City access to the Work site from time to time upon reasonable advance notice, prior to the completion of the Work for reasonable inspection thereof. Developer shall also allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

5.10 Choice of Law. This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

5.11 Entire Agreement: Amendment. The Parties agree that this Agreement and the Development Plan constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement and Development Plan have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

5.12 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instruments.

5.13 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

5.14 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of City shall be personally liable to Developer in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

5.15 Legal Actions. If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including, without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel shall consult with City throughout the course of any such action and Developer shall pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City shall be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City shall be paid by City.

5.16 Release and Indemnification. The indemnifications and covenants contained in this *Section 5.16* shall survive termination or expiration of this Agreement and shall be specifically subject to the limitation of *subsection 5.16.7* of this Agreement.

5.16.1 Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of

competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

5.16.2 Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorneys fees, except for those matters arising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants and employees.

5.16.3 City and its Governing Body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

5.16.4 All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

5.16.5 No official, employee or representative of City shall be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

5.16.6 Developer releases from and covenants and agrees that City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold City, its Governing Body members, officers, employees, agents and independent contractors, harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without

limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or relating to the Development Project or the Property; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement as the Development Project or portion thereof.

5.16.7 Notwithstanding anything to the contrary in this Agreement, including but not limited to the provisions related to indemnification and release set out in the *Section 5.16*, Developer shall have no obligation to indemnify City, or any other Party referenced in this Agreement, unless the claim for which indemnity is sought is actually covered by the insurance required by *Section 5.8* of this Agreement and Developer shall hereby be released for any and all claims otherwise referenced in this *Section 5.16* that are not actually covered by the insurance policies required by *Section 5.8* of this Agreement.

5.17 Cost of the Legal Fees. Developer shall reimburse City for all legal and professional Costs, fees and expenses incurred by City with regard to the preparation of this Agreement and any and all other Ordinances, Resolutions or other documents necessary for implementation of the Rural Health Incentive District as well as for representation and appearances of legal counsel at any hearings or proceedings required to implement the Rural Housing Incentive District or the Project. All such reimbursement paid by Developers shall be considered Project Costs.

5.18 Survival. Notwithstanding the expiration, termination or breach of this Agreement by either Party, the agreements contained in Section 5.16 of this Agreement shall, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by the Parties hereto.

ARTICLE VI

REPRESENTATIONS OF THE PARTIES

6.1 Representations of City. City hereby represents and warrants that to the best of its collective knowledge and belief it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

6.2 Representations of Developer. Developer hereby represents and warrants it has full corporate power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

IN WITNESS WHEREOF, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF DODGE CITY, KANSAS

By: _____
Rick Sowers, Mayor

Dated: _____

ATTEST: (SEAL)

Nannette Pogue, City Clerk

SUMMERLON PROPERTIES, LLC

By: _____
Greg Gaskill, Member

Dated: _____

By: _____
James Coffin, Member

Dated: _____

**SCHEDULE OF EXHIBITS
OF THE DEVELOPMENT AGREEMENT**

- Exhibit A Property Description
- Exhibit B Map of Rural Housing Incentive District Boundaries for Summerlon Phase III-S1 Development Project
- Exhibit C Summerlon Phase III-S1 Site Development Plan
- Exhibit D Eligible costs for Summerlon Phase III-S1 Development Project
- Exhibit E Certification of Substantial Completion Form

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT A

PROPERTY DESCRIPTION

Lot 33, 34, 35, 36, 37, 38, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65 and 66, Block 1 Summerlon Phase III an Addition to the City of Dodge City, Ford County, Kansas, according to the Plat recorded in Plat Book "E" at page 59-61.

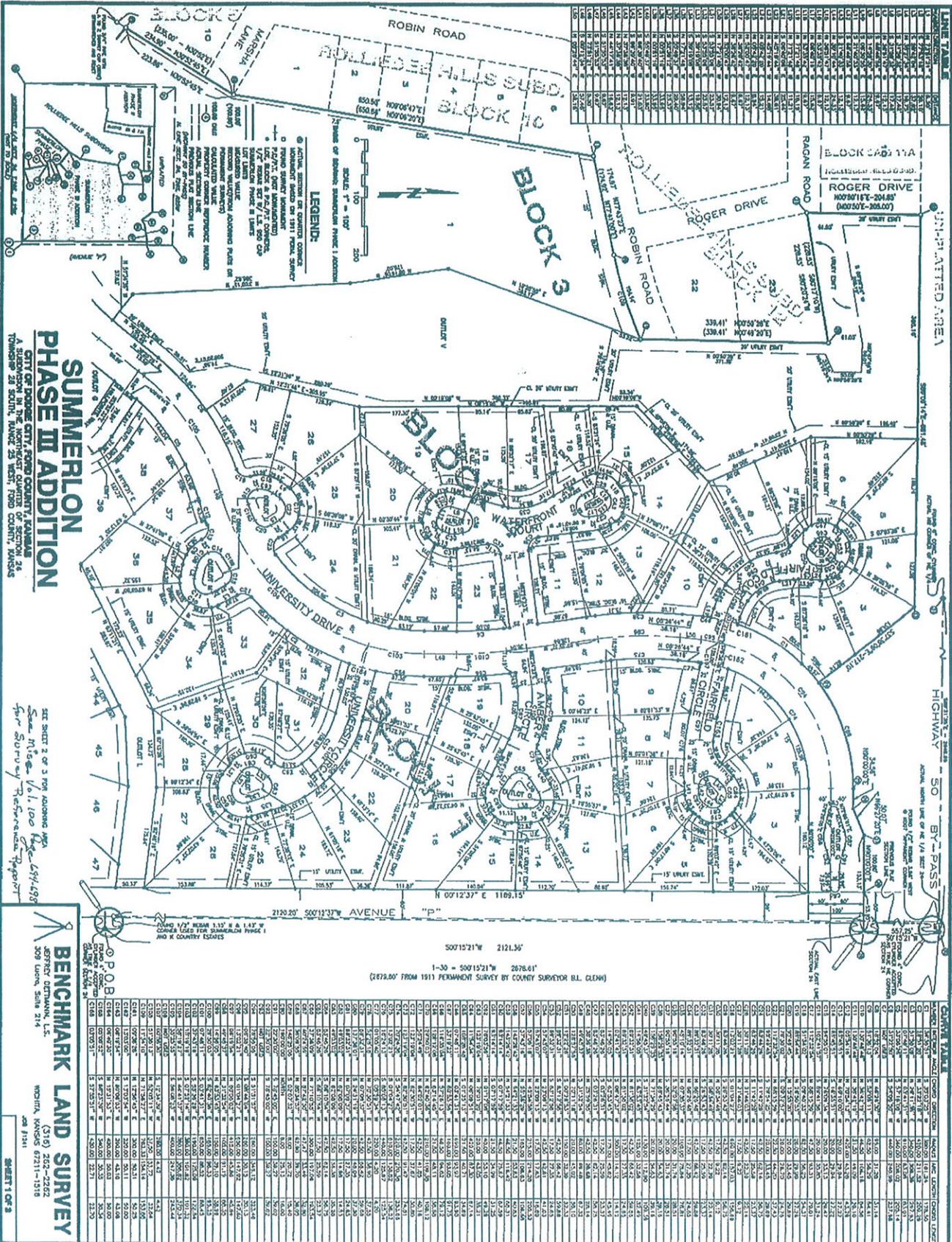
EXHIBIT B

**MAP OF RURAL HOUSING IMPROVEMENT DISTRICT
BOUNDARIES FOR SUMMERLON PHASE III-S1 DEVELOPMENT PROJECT**



EXHIBIT C

SUMMERLON PHASE III-S1 SITE DEVELOPMENT PLAN



**SUMMERLON
PHASE III ADDITION**

BENCHMARK LAND SURVEY
 JEFFREY DETMANN, L.S.
 309 Linn, Suite 214
 WICHITA, KANSAS 67211-1318
 (316) 262-2262
 201 1141

SEE SHEET 2 OF 3 FOR ADDITIONAL MAPS
 See M.C. 161.100 for 64-14-198
 for Survey Reference to 1987

CITY OF LAWRENCE, KANSAS
 TOWNSHIP 23 SOUTH, RANGE 25 WEST, COUNTY, KANSAS

SHEET 1 OF 3

LINE TABLE

LOT	ACREAGE
1	0.1000
2	0.1000
3	0.1000
4	0.1000
5	0.1000
6	0.1000
7	0.1000
8	0.1000
9	0.1000
10	0.1000
11	0.1000
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91	0.1000
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93	0.1000
94	0.1000
95	0.1000
96	0.1000
97	0.1000
98	0.1000
99	0.1000
100	0.1000

CORNERS TABLE

LOT	CORNER	BEARING	DISTANCE
1	1	N 00°12'37" E	2121.36'
1	2	S 89°47'23" W	5001.521'
1	3	S 00°00'00" W	2676.61'
1	4	N 00°12'37" E	2121.36'
2	1	N 00°12'37" E	2121.36'
2	2	S 89°47'23" W	5001.521'
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3	1	N 00°12'37" E	2121.36'
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3	4	N 00°12'37" E	2121.36'
4	1	N 00°12'37" E	2121.36'
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50	2	S 89°47'23" W	5001.521'
50	3	S 00°00'00" W	2676.61'
50	4	N 00°12'37" E	2121.36'
51			

COUNTY SURVEYOR

THIS PART OF SUMMERLON PHASE III ADDITION, DODGE CITY, DODGE COUNTY, KANSAS HAS BEEN RECORDED AND APPROVED BY THE BOARD OF CITY COMMISSIONERS...

CITY COMMISSION CERTIFICATE

THE APPROVED ORDINANCE ON THE PART ACCEPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF DODGE CITY, KANSAS, THIS 21st DAY OF August, 2000.

Mayor: Gerald Schmitt
City Clerk: Verlene Foose

TRANSFER RECORD CERTIFICATE

ENTERED AND INDEXED RECORD THIS 21st DAY OF August, 2000.

County Clerk: John Slattery

BANKS CERTIFICATE

THE CENTRAL BANK, DODGE CITY BRANCH, HOLDERS OF A MORTGAGE ON THE ABOVE DESCRIBED PROPERTY DO HEREBY CONSENT TO THE PLAT OF SUMMERLON PHASE III ADDITION.

Todd Swanson, Loan Officer
Central Bank, Dodge City, Kansas

NOTARY'S CERTIFICATE

STATE OF KANSAS } ss
COUNTY OF DODGE } ss
BEFORE ME ON THIS 21st DAY OF August, 2000, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE CLARE TODD SWANSON, LOAN OFFICER, JAMES A. COFFIN, AND JAMES A. COFFIN, TO ME PERSONALLY KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DUTY WELL UNDERSTOOD THE CONTENTS OF THE SAME IN KANSAS, ON THE DAY AND YEAR ABOVE WRITTEN.

Notary Public: Clare Todd Swanson

MY APPOINTMENT EXPIRES: 6/30/03

REGISTER OF DEEDS CERTIFICATE

STATE OF KANSAS } ss
COUNTY OF DODGE } ss
THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE ON THIS 21st DAY OF August, 2000 IN PLATBOOK PAGE 98-114-11-123...

Register of Deeds: James A. Coffin

OWNER'S CERTIFICATE

I, the undersigned, hereby certify that the above described property (interest) is owned by me, the undersigned, and that the same is being conveyed to the undersigned by the above described parties...

James A. Coffin, Notary Public
James A. Coffin, Notary Public

PROPERTY DESCRIPTION OF PLAT

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 25 WEST OF THE 6TH R.M., DODGE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEARING AS AT THE ACTUAL SOUTHWEST CORNER OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 51.44 FEET TO A POINT ON THE EAST LINE OF BLOCK 9, K...
THENCE NORTH 01° 27' 57" WEST, FOR A DISTANCE OF 11.12 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 9...

SUMMERLON PHASE III ADDITION PROPERTY CONTROL, MONUMENT DESCRIPTION AND REFERENCE TIES

Table with columns for Monument, Description, and Reference Ties. Includes details for various monuments like 'Corner of Block 9, K' and 'Corner of Section 24'.

ZONING BOARD CERTIFICATE

THIS PLAT OF SUMMERLON PHASE III ADDITION, DODGE CITY, DODGE COUNTY, KANSAS, HAS BEEN SUBMITTED TO THE CITY OF DODGE CITY ZONING BOARD...

City Clerk: Verlene Foose
City Clerk: Verlene Foose

SUMMERLON PHASE III ADDITION
CITY OF DODGE CITY, DODGE COUNTY, KANSAS
BENCHMARK LAND SURVEY
Job #1241
Sheet 2 of 3

EXHIBIT D

**ELIGIBLE COSTS FOR
SUMMERLON PROPERTIES, LLC
SUMMERLON PHASE III-S1 DEVELOPMENT PROJECT**

EXHIBIT D

**ELIGIBLE COSTS FOR
SUMMERLON PROPERTIES, LLC
SUMMERLON PHASE III-S1 DEVELOPMENT PROJECT**

EXPENSES ELIGIBLE FOR RHID REIMBURSEMENT	
LAND	\$550,093
SPECIAL ASSESSMENTS	\$24,794
SHORT TERM INTEREST	\$90,000
LEGAL AND BONDING FEES & ADMINISTRATION	\$24,000
TOTAL ELIGIBLE COSTS	\$688,887

All information is based upon estimates, final application will be based upon actuals.

EXHIBIT E
CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

EXHIBIT E

CERTIFICATE OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of the Contractor, pursuant to Section 3.4.3 of the Development Agreement dated as of March 18, 2013 (the "Development Agreement") by and among the City of Dodge City, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Development Agreement.

1. The Work with respect to the Public Improvements in Development Project is sufficiently complete in accordance with the Construction Plans, excepting all punch list items, such that the Developer can occupy or utilize the Work for its intended purpose.
2. The Work has been completed in a good and workmanlike manner.
3. There are no mechanic's or materialmen's liens or other statutory liens on file encumbering title to the Property; all bills for labor and materials furnished for the Work which could form the basis of a mechanic's, materialmen's or other statutory lien against the Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All applicable building codes have been complied with in connection with the Work.

Dated: _____

By: _____

Name: _____

Title: _____

Company: _____

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter "Agreement"), entered into this 18th day of March, 2013, by and between the **CITY OF DODGE CITY**, Kansas, a municipal corporation of the State of Kansas (hereinafter "City"), and **SUMMERLON PROPERTIES, LLC**, a Kansas limited liability corporation, with its principal place of business in Dodge City, Kansas (hereinafter "Developer").

RECITALS

- A. **WHEREAS**, City and Developer (hereinafter "Parties") desire to memorialize their intent with respect to their obligations and responsibilities for the construction of a single family residential development to be known as "Summerlon Phase III-S1 Development" (hereinafter "the Development"); and,
- B. **WHEREAS**, Developer will become the title owner of real property located within the boundaries of City and described on *Exhibit A* attached hereto and incorporated herein by reference (hereinafter "the Property"); and,
- C. **WHEREAS**, Developer desires to develop the Property by construction of single-family residences and duplicate units and all related internal infrastructure improvements, all as more fully described herein; and,
- D. **WHEREAS**, City has determined that the construction of the Development will foster the economic development of City and the surrounding area of Ford County, Kansas; and,
- E. **WHEREAS**, the Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. As used in this Agreement, the following words and terms shall have the meaning set forth below:

“**Agreement**” means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“**City**” means the City of Dodge City, Kansas.

“**Concept Site Plan**” means the site development plan prepared by the Developer, acceptable to City, attached as *Exhibit C* hereto and incorporated herein by reference, depicting the conceptual program for construction of the Development Project and the Public Improvements.

“**Construction Plans**” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

“**Developer**” means Summerlon Properties, LLC, a Kansas limited liability corporation, with its principal place of business in Dodge City, Kansas or its permitted successors or assigns in interest.

“**Development Area**” means the collective areas described in *Exhibit B* attached hereto and incorporated herein by reference.

“**Development Costs**” means the total amount spent or expected to be spent by Developer to construct the Work.

“**Development Project**” means construction of not less than seventeen (17) single family quality residences in the Development Area in accordance with the Concept Site Plan.

“**Governing Body**” means the City Commission of Dodge City, Kansas.

“**Material Change**” shall mean any change in the Concept Site Plan that significantly affects the nature of the Public Improvements, the number of Units, or increases/decreases the cost of the Development Project by twenty-five thousand dollars (\$25,000.00) or more for each change.

“**Mayor**” means the Mayor of Dodge City, Kansas or his duly authorized agent.

“**Plans and Specifications**” means the plans and specifications for the Development Project prepared by a licensed professional engineer, or firm thereof, acceptable to City.

“**Project Costs**” means all costs associated with the acquisition of the Property and the retirement of existing special assessments for financing the existing Public Improvements, and all associated legal, engineering and other soft costs, all as described on the cost estimates set forth on *Exhibit D* attached hereto and incorporated herein by this reference.

“Property” means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) on which the Development Project will be located, more specifically described in *Exhibit A* attached hereto and incorporated herein by this reference.

“Public Improvements” means the Infrastructure Improvements presently in place within the boundaries of the Development Area, and presently financed through special assessments.

“Related Party” means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity.

“Rural Housing Incentive District” means a rural housing incentive district to be created by the City for the Development Project pursuant to the Kansas Rural Housing Incentive District Act.

“Substantial Completion” means the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that Developer can occupy or utilize the Work for its intended purpose.

“Unit” means each individual single family residence in the Development Project.

“Work” means all work necessary to prepare the Property and to construct the Development Project and the Public Improvements, including; (1) demolition and removal of certain existing improvements located on the Property; (2) construction, reconstruction and/or relocation of utilities; (3) construction of not less than twenty (20) single residential structures the Property, as described in the Concept Site Plan; and (4) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II

RURAL HOUSING INCENTIVE DISTRICT

2.1 Preliminary Resolution. Governing Body has heretofore adopted Resolution No. 2011-07 on March 8, 2011 which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in City and declaring an intent to establish Rural Housing Incentive Districts within City, which would include the Property.

2.2 Department of Commerce Finding. Pursuant to the resolution described in *Section 2.1* hereof, City caused to be prepared a Housing Needs Analysis and forwarded the same, along with said resolution, to the Kansas Secretary of Commerce. On April 18, 2011, the Kansas Secretary of Commerce issued a letter to City making certain findings required by the Rural Housing Incentive District Act, and approved City's ability to establish a Rural Housing Incentive District.

2.3 Further Proceedings Regarding Property Acquisition and Special Assessments. Developer will acquire and become the title owner of the Property and will become responsible for payment of special assessment financing for infrastructure improvements in place within the Development Area as reflected in *Exhibit D*. Said acquisition costs and special assessment charges will be eligible costs to be reimbursed by Rural Housing Incentive District incremental proceeds.

2.4 Further Proceedings Regarding the Rural Housing Incentive District Act. The City has caused to be prepared a Development Plan in accordance with the provisions of the Rural Housing Incentive District Act, adopted a resolution calling a public hearing relative to such Development Plan, conducted a public hearing, and will pass an ordinance approving the Development Plan, this Agreement and establishing a Rural Housing Incentive District that includes the Property. The Rural Housing Incentive District will be deemed to be established at the time said ordinance is passed by the Governing Body. The Parties acknowledge that the creation of the Rural Housing Incentive District is subject to nullification in the manner set forth in K.S.A. 12-5246.

ARTICLE III

CONSTRUCTION OF THE PROJECT AND INTERNAL INFRASTRUCTURE IMPROVEMENTS

3.1 Development Project Construction Schedule. Developer shall commence construction of the Development Project within the Development Area, not more than sixty (60) days after the Rural Housing Incentive District ordinance is passed by the Governing Body. Developer will diligently pursue Substantial Completion of the Development Project.

- (a) Modifications to the Development Project. The Parties acknowledge that due to economic conditions, the scope of the Development Project and the amount of real estate included, the Development Area may be modified prior to and/or during the construction of such Development Project. Developer shall notify City at least thirty (30) days in advance of any proposed Material Change of the Development Project or Development Area, as well as the factual basis necessitating the proposed Material Change.

3.2 Construction of the Development Project. Developer shall construct the Development Project in a good and workmanlike manner in accordance with the terms of this Agreement and as set forth in the Construction Plans, on file at City Hall.

3.3 Concept Site Plan. Developer in coordination with the City and at the cost of the Developer, has had prepared a Concept Site Plan. Said Concept Site Plan, attached hereto marked *Exhibit C*, is hereby approved by the Parties. Either party shall promptly notify the other in writing of any proposed Material Changes to the Concept Site Plan at least thirty (30) days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore. During the progress of the Work, Developer may make changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of Developer to enhance the economic viability of the Development Project; provided, however, that Developer may not make any Material Changes to the Public Improvements or reduce the number of Units on the Concept Site Plan without the advance written consent of City.

3.4 Payment of Special Assessments for Public Improvements. Developer shall be financially responsible for the payment of Special Assessments for the Public Improvements presently in the Development Area as delineated on *Exhibit D*. The Developer shall assure that the Public Improvements have been completed in a good and workmanlike manner in accordance with the Plans and Specifications approved by City consistent with the construction of the Development Project so that the Public Improvements associated with the Development Project shall be operational on or before Substantial Completion of the Development Project.

3.5 Construction Contracts; Insurance. Developer may enter into one or more construction contracts to complete the Work for the Development Project. Prior to the commencement of construction of the Development Project, Developer shall obtain or shall require that all such contractors obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage as provided in *Section 5.8* hereof and shall maintain evidence of such insurance with the City. Developer shall require that the insurance required is maintained by any such contractors for the duration of the construction of the Development Project. If Developer serves as general contractor for the Development Project, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

3.6 Certification of Substantial Completion. Promptly after Substantial Completion of the Work, or a phase thereof, in accordance with the provisions of this Agreement, the respective contractors will furnish to City a Certificate of Substantial Completion in the form attached hereto as *Exhibit E*. City shall, within thirty (30) days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion. Each Certificate of Substantial Completion shall be deemed accepted by City unless, prior to the end of such thirty (30) day period after delivery to City of each Certificate of Substantial Completion, City furnishes Contractor with specific written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail. At Substantial Completion of the Development Project, Developer will dedicate to City, and City will accept, title to those Public Improvements as identified in Exhibit C. Following said dedication, City will be responsible, at its sole cost and expense, for all operating and capital costs for the

dedicated Public Improvements from that date forward, and shall maintain the dedicated Public Improvements in a manner consistent with similar public improvements in City. Notwithstanding the foregoing, Developer may, at its sole discretion and expense, enhance the maintenance or operation of the Public Improvements for the betterment of the Development Project.

ARTICLE IV

FINANCING OBLIGATIONS

4.1 Financing of Property and Public Improvements. The costs of the Property acquisition and payment of special assessments for the Public Improvements shall be the sole responsibility of the Developer. The City shall deposit the amounts received by the City, pursuant to K.S.A. 12-5250(b)(2)(A) (the "Increment") in a special account (the "Account"). Funds from said Account shall be used to reimburse the Developer for all or a portion of eligible costs of the Property acquisition and Public Improvement special assessments.

Funds from the Account shall be accrued and disbursed in accordance with the following guidelines and in the time and manner following:

1. Reimbursements due to Developer shall be made within thirty (30) days following the receipt of the annual Increment payment from the County Treasurer beginning in 2012 and continuing until such time as the eligible Developer Costs as described in *Exhibit D* have been fully reimbursed to Developer, but not to exceed fifteen (15) years from the date of the establishment of the Rural Housing Incentive District. City shall have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Ford County Treasurer as mandated in K.S.A. 12-5250(b)(2)(A). Developer shall be responsible for any portion of eligible costs not covered by payments made from the Account.
2. Within 60 days following adoption of the RHID Ordinance by the City, Developer shall purchase and acquire title to the Property as described in Exhibit A. The purchase price paid by the Developer shall include the price of the acquisition of the Property and a sum sufficient to pay the outstanding balance of all special assessments against the Property. The amount representing the total of all outstanding special assessments shall be immediately paid to the City Clerk who shall use said funds to pay all outstanding Special Assessments against the Property. Upon receipt of said Special Assessment payment, the City Clerk shall notify the County Clerk that all outstanding special assessments against the Property have been paid and fully satisfied and that said Special Assessments should be removed from the tax rolls with regard to the Property as listed on Exhibit A.

3. At the written request of the Developer the City, in its sole discretion, may issue special obligation bonds for payment of the eligible Developer costs pursuant to the provisions of K.S.A. 12-5248, and pledge revenues of the Account to the repayment of such special obligation bonds. The maximum maturity on such bonds shall not exceed 15 years.
4. Once all eligible Project costs have been fully paid, all reimbursable costs to Developer fully satisfied, all special obligation bonds, if any, have been redeemed and the Project completed the Assessment Account shall be closed and all future Increments shall be disbursed pursuant to the provisions of KSA 12-5250(b)(2)(B).

ARTICLE V

GENERAL PROVISIONS

5.1 City's Right to Terminate. In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if Developer defaults or breaches any material provision of this Agreement and fails to cure such default or breach within thirty (30) days after receipt of written notice from City of such default or breach.

5.2 Developer's Right to Terminate. In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement (including any City default under Article IV hereof) and fails to cure such default or breach with thirty (30) days after receipt of written notice from Developer of such default or breach.

5.3 Successors and Assigns.

- (a) This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.
- (b) Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Development Project, whereupon the Party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee or assignee shall be financially solvent as demonstrated to City.

- (c) Until Substantial Completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Development Project, all in accordance with this Agreement. Notwithstanding the foregoing, Developer may be permitted to subcontract the construction of any portion of the Development Project without the consent of City as long as Developer remains liable therefore hereunder. Notwithstanding anything herein to the contrary, City hereby approves, and no prior consent shall be required in connection with, (a) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Development Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; (b) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or (c) the right of Developer to sell or lease individual portions of the Property in the ordinary course of the development of the Development Project; provided that in each such event Developer named herein shall remain liable hereunder for the Substantial Completion of the Development Project, and shall be released from such liability hereunder only upon Substantial Completion of the Development Project.

5.4 Remedies. Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) shall, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and, shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default. If the breach shall not be cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and thereupon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the Rural Housing Incentive District. For purposes of this *Section 5.4*, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same. Prior to instituting any legal proceedings after an event of default has been noticed and no cure has occurred, the parties agree to attempt to resolve the dispute through non-binding mediation. In the event such mediation is not successfully completed within forty-five (45) days following the expiration of any period for cure, the aggrieved Party may then immediately institute legal proceedings against the breaching Party.

5.5 Force Majeure. Neither City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies City in writing within thirty (30) days of the commencement of such claimed event of force majeure.

5.6 Notices. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

(i) In the case of Developer, to:

Summerlon Properties, LLC
Box 608
Dodge City, KS 67801
Attention: Greg Gaskill
Phone: 620/225-2858

(ii) In the case of City, to:

City of Dodge City, Kansas
806 N. Second Avenue
Dodge City, KS 67801
Attention: City Clerk
Phone: (620) 225-8100
Fax: (620) 225-8144

or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section.

5.7 Conflict of Interest. No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for the Development, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body

with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

5.8 Insurance; Damage or Destruction of Development Projects.

(a) Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of City, shall furnish City with proof of payment of premiums on:

(i) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City shall be protected in accordance with a clause in form and content satisfactory to City; and,

(ii) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

(iii) Workers' compensation insurance, with statutorily required coverage.

(b) The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content reasonably satisfactory to City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with a general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (i) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this Section shall name City as an additional insured. Developer shall deliver to City evidence of all insurance to be maintained hereunder.

5.9 Inspection. Developer shall allow authorized representatives of City access to the Work site from time to time upon reasonable advance notice, prior to the completion of the Work for reasonable inspection thereof. Developer shall also allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

5.10 Choice of Law. This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

5.11 Entire Agreement: Amendment. The Parties agree that this Agreement and the Development Plan constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement and Development Plan have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

5.12 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instruments.

5.13 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

5.14 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of City shall be personally liable to Developer in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

5.15 Legal Actions. If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including, without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel shall consult with City throughout the course of any such action and Developer shall pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City shall be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City shall be paid by City.

5.16 Release and Indemnification. The indemnifications and covenants contained in this *Section 5.16* shall survive termination or expiration of this Agreement and shall be specifically subject to the limitation of *subsection 5.16.7* of this Agreement.

5.16.1 Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of

competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

5.16.2 Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorneys fees, except for those matters arising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants and employees.

5.16.3 City and its Governing Body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

5.16.4 All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

5.16.5 No official, employee or representative of City shall be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

5.16.6 Developer releases from and covenants and agrees that City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold City, its Governing Body members, officers, employees, agents and independent contractors, harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without

limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or relating to the Development Project or the Property; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement as the Development Project or portion thereof.

5.16.7 Notwithstanding anything to the contrary in this Agreement, including but not limited to the provisions related to indemnification and release set out in the *Section 5.16*, Developer shall have no obligation to indemnify City, or any other Party referenced in this Agreement, unless the claim for which indemnity is sought is actually covered by the insurance required by *Section 5.8* of this Agreement and Developer shall hereby be released for any and all claims otherwise referenced in this *Section 5.16* that are not actually covered by the insurance policies required by *Section 5.8* of this Agreement.

5.17 Cost of the Legal Fees. Developer shall reimburse City for all legal and professional Costs, fees and expenses incurred by City with regard to the preparation of this Agreement and any and all other Ordinances, Resolutions or other documents necessary for implementation of the Rural Health Incentive District as well as for representation and appearances of legal counsel at any hearings or proceedings required to implement the Rural Housing Incentive District or the Project. All such reimbursement paid by Developers shall be considered Project Costs.

5.18 Survival. Notwithstanding the expiration, termination or breach of this Agreement by either Party, the agreements contained in Section 5.16 of this Agreement shall, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by the Parties hereto.

ARTICLE VI

REPRESENTATIONS OF THE PARTIES

6.1 Representations of City. City hereby represents and warrants that to the best of its collective knowledge and belief it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

6.2 Representations of Developer. Developer hereby represents and warrants it has full corporate power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

IN WITNESS WHEREOF, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF DODGE CITY, KANSAS

By: _____
Rick Sowers, Mayor

Dated: _____

ATTEST: (SEAL)

Nannette Pogue, City Clerk

SUMMERLON PROPERTIES, LLC

By: _____
Greg Gaskill, Member

Dated: _____

By: _____
James Coffin, Member

Dated: _____

**SCHEDULE OF EXHIBITS
OF THE DEVELOPMENT AGREEMENT**

- Exhibit A Property Description
- Exhibit B Map of Rural Housing Incentive District Boundaries for Summerlon Phase III-S1 Development Project
- Exhibit C Summerlon Phase III-S1 Site Development Plan
- Exhibit D Eligible costs for Summerlon Phase III-S1 Development Project
- Exhibit E Certification of Substantial Completion Form

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT A

PROPERTY DESCRIPTION

Lot 33, 34, 35, 36, 37, 38, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65 and 66, Block 1 Summerlon Phase III an Addition to the City of Dodge City, Ford County, Kansas, according to the Plat recorded in Plat Book "E" at page 59-61.

EXHIBIT B

**MAP OF RURAL HOUSING IMPROVEMENT DISTRICT
BOUNDARIES FOR SUMMERLON PHASE III-S1 DEVELOPMENT PROJECT**

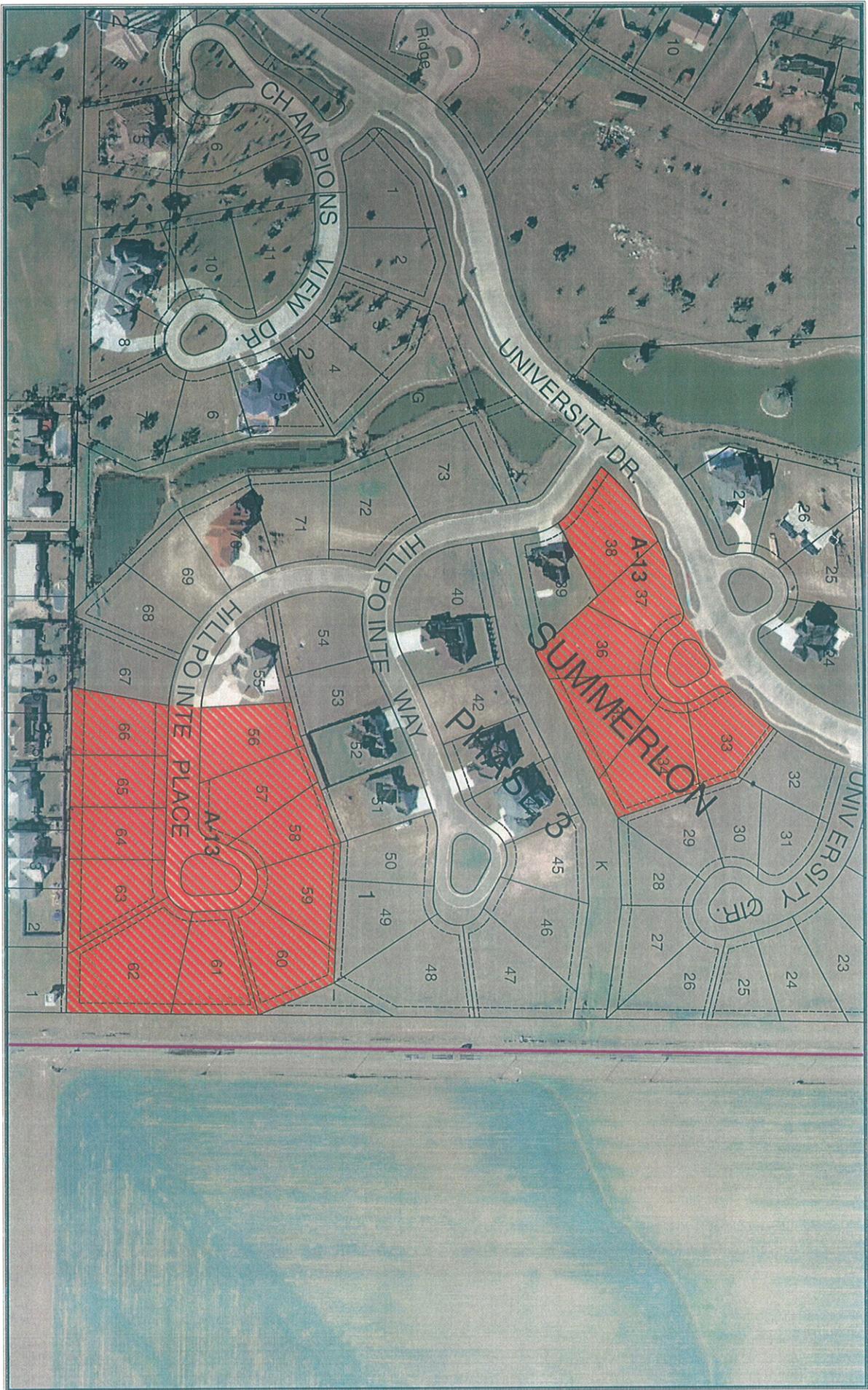
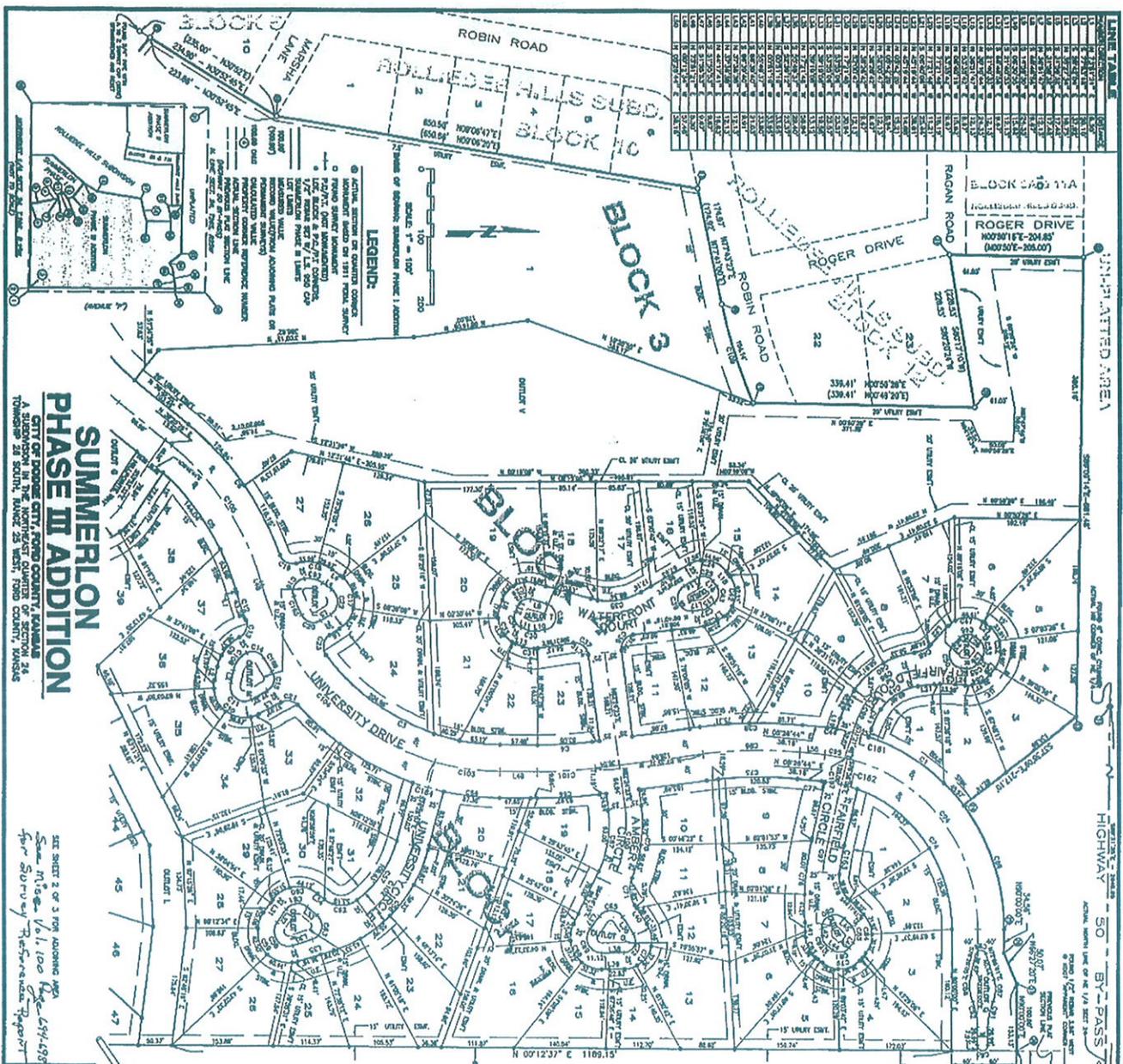


EXHIBIT C

SUMMERLON PHASE III-S1 SITE DEVELOPMENT PLAN



5001521'W 2121.36'
1-30 = 5001521'W 2678.41'
(2678.00' FROM 1911 PERMANENT SURVEY BY COUNTY SURVEYOR BL. CLEW)

LINE	BEARING	DISTANCE	AREA	ACRES
1	N 07°12'37" E	1109.15		
2	S 07°12'37" W	1109.15		
3	N 07°12'37" E	1109.15		
4	S 07°12'37" W	1109.15		
5	N 07°12'37" E	1109.15		
6	S 07°12'37" W	1109.15		
7	N 07°12'37" E	1109.15		
8	S 07°12'37" W	1109.15		
9	N 07°12'37" E	1109.15		
10	S 07°12'37" W	1109.15		
11	N 07°12'37" E	1109.15		
12	S 07°12'37" W	1109.15		
13	N 07°12'37" E	1109.15		
14	S 07°12'37" W	1109.15		
15	N 07°12'37" E	1109.15		
16	S 07°12'37" W	1109.15		
17	N 07°12'37" E	1109.15		
18	S 07°12'37" W	1109.15		
19	N 07°12'37" E	1109.15		
20	S 07°12'37" W	1109.15		
21	N 07°12'37" E	1109.15		
22	S 07°12'37" W	1109.15		
23	N 07°12'37" E	1109.15		
24	S 07°12'37" W	1109.15		
25	N 07°12'37" E	1109.15		
26	S 07°12'37" W	1109.15		
27	N 07°12'37" E	1109.15		
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BENCHMARK LAND SURVEY
 BENCH MARK
 OFFICE: DODGE COUNTY, KANSAS
 309 Union, Suite 214
 (316) 252-2262
 WORTH AVENUE 67211-1318
 JOB #1141
 SHEET 1 OF 3

SUMMERLON PHASE III ADDITION
 CITY OF DODGE COUNTY, KANSAS
 A SURVEY FOR THE CITY OF DODGE COUNTY, KANSAS
 TOWNSHIP 28 SOUTH, RANGE 23 WEST, COUNTY, KANSAS

SEE SHEET 2 OF 3 FOR ADJOINING AREAS
 See Note 16.1.00 Page 674-693
 for Survey Reference Targets

COUNTY SURVEYOR

THE STATE OF KANSAS... REGISTER OF DEEDS CERTIFICATE

CITY COMMISSION CERTIFICATE

THE RECORDS SHOW ON THE 24 DAY OF AUGUST... CITY COMMISSION CERTIFICATE

TRANSFER RECORD CERTIFICATE

DIPPED ON FEBRUARY TWENTY TWO... TRANSFER RECORD CERTIFICATE

BANKS CERTIFICATE

THE CITY OF DOGUE CITY... BANKS CERTIFICATE

NOTARY'S CERTIFICATE

STATE OF KANSAS... NOTARY'S CERTIFICATE

PROPERTY DESCRIPTION OF PLAT

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 24... PROPERTY DESCRIPTION OF PLAT

OWNERS CERTIFICATE

STATE OF KANSAS... OWNERS CERTIFICATE

REGISTER OF DEEDS CERTIFICATE

STATE OF KANSAS... REGISTER OF DEEDS CERTIFICATE

CITY COMMISSION CERTIFICATE

THE RECORDS SHOW ON THE 24 DAY OF AUGUST... CITY COMMISSION CERTIFICATE

TRANSFER RECORD CERTIFICATE

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THE CITY OF DOGUE CITY... BANKS CERTIFICATE

NOTARY'S CERTIFICATE

STATE OF KANSAS... NOTARY'S CERTIFICATE

PROPERTY DESCRIPTION OF PLAT

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 24... PROPERTY DESCRIPTION OF PLAT

REGISTER OF DEEDS CERTIFICATE

STATE OF KANSAS... REGISTER OF DEEDS CERTIFICATE

CITY COMMISSION CERTIFICATE

THE RECORDS SHOW ON THE 24 DAY OF AUGUST... CITY COMMISSION CERTIFICATE

TRANSFER RECORD CERTIFICATE

DIPPED ON FEBRUARY TWENTY TWO... TRANSFER RECORD CERTIFICATE

BANKS CERTIFICATE

THE CITY OF DOGUE CITY... BANKS CERTIFICATE

NOTARY'S CERTIFICATE

STATE OF KANSAS... NOTARY'S CERTIFICATE

ZONING BOARD CERTIFICATE

THIS PLAT OF SUMMERLON PHASE III ADDITION... ZONING BOARD CERTIFICATE

SUMMERLON PHASE III ADDITION CITY OF DOGUE CITY, KANSAS

BENCHMARK LAND SURVEY

EXHIBIT D

**ELIGIBLE COSTS FOR
SUMMERLON PROPERTIES, LLC
SUMMERLON PHASE III-S1 DEVELOPMENT PROJECT**

EXHIBIT D

**ELIGIBLE COSTS FOR
SUMMERLON PROPERTIES, LLC
SUMMERLON PHASE III-S1 DEVELOPMENT PROJECT**

EXPENSES ELIGIBLE FOR RHID REIMBURSEMENT	
LAND	\$550,093
SPECIAL ASSESSMENTS	\$24,794
SHORT TERM INTEREST	\$90,000
LEGAL AND BONDING FEES & ADMINISTRATION	\$24,000
TOTAL ELIGIBLE COSTS	\$688,887

All information is based upon estimates, final application will be based upon actuals.

EXHIBIT E

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

EXHIBIT E

CERTIFICATE OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of the Contractor, pursuant to Section 3.4.3 of the Development Agreement dated as of March 18, 2013 (the "Development Agreement") by and among the City of Dodge City, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Development Agreement.

1. The Work with respect to the Public Improvements in Development Project is sufficiently complete in accordance with the Construction Plans, excepting all punch list items, such that the Developer can occupy or utilize the Work for its intended purpose.
2. The Work has been completed in a good and workmanlike manner.
3. There are no mechanic's or materialmen's liens or other statutory liens on file encumbering title to the Property; all bills for labor and materials furnished for the Work which could form the basis of a mechanic's, materialmen's or other statutory lien against the Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All applicable building codes have been complied with in connection with the Work.

Dated: _____

By: _____

Name: _____

Title: _____

Company: _____

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Ray Slattery, P.E.
Director of Engineering Services*

Date: March 18, 2013

Subject: 2013 Street Program

Agenda Item: New Business

Recommendation: Approve the 2013 Street Program as outlined below.

Background: Yearly staff outlines street construction projects for Commission approval. These projects are based on information gathered from staff maintenance records and inspection of the City Streets. Last year the decision was made to hold off on a couple of street projects and have them and the funds reserved for them carry over into this year's program. As a result, there are nine design projects included in this year's Street Program.

Justification: Due to the condition of some of the streets in this year's program, major maintenance/reconstruction will be needed to maintain the City's street network. These projects were selected from a list of streets as being of the highest priority. It was decided that all of the proposed reconstruction projects were past all other means of maintenance and thus needed a full 6" depth reconstruction. These selected streets only account for a small portion of the streets that are in need of capital maintenance and next year we will continue the street program and prioritize which streets are in the most severe condition.

Financial Considerations: Partial funding of these projects will come from the City's Special Streets Fund for construction and maintenance of the city's streets. A total of \$505,000 would be allocated from the Special Streets Fund for this program. The remaining funds would need to come from General Obligation Bonds. A total of \$900,000 of the funds would need to be from the GOB fund to complete the program as presented.

If \$900,000 in bonds were issued with an interest rate of 4%, 10 year maturity, the annual payment would be approximately \$125,000. This equates to an increase of just under one mill levy.

Purpose/Mission: This Project aligns with the City's Core Value of providing Ongoing Improvements to provide for the citizens and prepare for the community's future.

Legal Considerations: N/A

Attachments: List & Map of 2013 Street Projects.

2013 Street Program List & Funding Source

Highway 50 Mill & Overlay –

\$ 250,000 GOB

This project consists of performing a 2" mill and overlay through City Limits from Loretta Ave. to 1,100ft East of Central Ave. This project is recommended by the State and will greatly lengthen the life of the roadway. The contractor will mill 2" of the existing asphalt pavement, place a paving fabric, and place a 2" asphalt overlay to the roadway.

Trail St. Mill & Overlay –

\$ 650,000 GOB

This project consists of performing a 2" mill and overlay from the abandoned railroad tracks west of Wessel Iron & Supply to Rd. 404. This project will help save the roadway and provide a smoother driving surface as well as continue the mill and overlay project that was started last year which extended from 2nd Ave. to an abandoned Railroad Crossing. The contractor will perform a 2" edge mill of the existing asphalt pavement and mill the remaining roadway to take off some of the high spots of the road and place a 2" asphalt overlay to the roadway with a 1/4" cross-slope which will help get the water off of the driving surface.

Frontview Rd. 6" Patch & 2" Overlay –

\$ 65,000 SS

This project consists of overlaying existing pavement from Loretta Ave. east approximately 700' and from 14th Ave. east approximately 640'. The contractor will widen the roadway on the south side by installing 2' of 6" asphalt pavement with crushed concrete base, placing paving fabric over the existing and new pavement and then laying a 2" asphalt overlay to the roadway.

Asphalt Street Reconstruction -

\$ 305,000 SS

This project consists of reconstructing the following sections of asphalt pavement: Greenwood Ave. from Spruce St. to Homewood Ave., Gray St. from 12th Ave. to 13th Ave., W. Ash St. from 9th Ave. to 11th Ave., Harris Ave. from Beeson Rd. to McArtor Rd., and Spruce St. from Gardner Ave. to Westview St. The process used consists of removing the existing asphalt pavement and replacing with 6" of new asphalt pavement over paving fabric and a treated sub-grade. Some curb and gutter will be replaced, if needed, but a majority of the curb and gutter will remain.

Traffic Signal Improvements –

\$ 25,000 SS

This money will be reserved for repair and/or replacement of traffic signals throughout town that are in the most need.

Sidewalk Construction/Repairs –

\$ 60,000 SS

This money would be divided between the Cost Share Program and sidewalk construction projects. A large portion of the money will be put towards constructing a sidewalk on the west side of 14th Ave. from Aaron's to Comanche St.

Pedestrian Walking/Bike Path –

\$ 50,000 SS

This money will be reserved for projects to extend the current pedestrian hike/bike path.

Funding Sources:

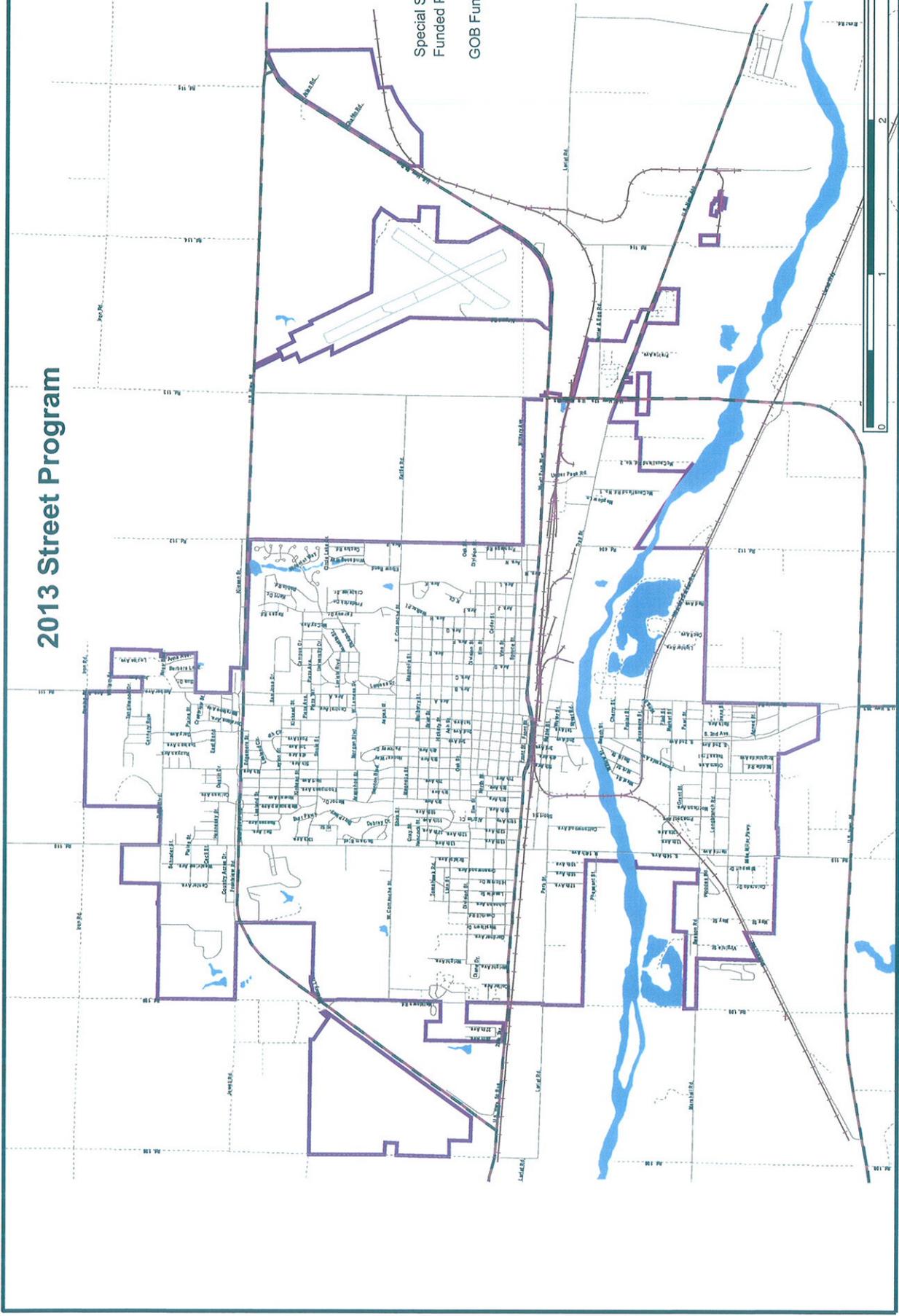
GOB (General Obligation Bonds) = \$ 900,000

SS (Special Streets) = \$ 505,000



2013 Street Program

Special Streets
Funded Projects
GOB Funded Projects



Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Cherise Tieben

Date: 03/14/2013

Subject: 2013 FOP MOU

Agenda Item: New Business

Recommendation: Staff recommends approval, pending final review by the City Attorney, of the 2013 Memorandum of Understanding (MOU) between the City of Dodge City and the Fraternal Order of Police Lodge #49.

Background: The proposed one-year MOU continues with the salary schedule that was completed in 2011 in accordance with the 2011 MOU. Due to changes made in litigation and concerns regarding the outcome of pending cases, a one-year contract is recommended. In addition, we were able to remove the peer review portion in the disciplinary process and replace it with the officer having the ability to appeal the Chief's decision in disciplinary matters directly to the City Manager, which should speed up the entire disciplinary review process.

Justification: In 2002, the City Commission agreed to follow the PEER Act which forced the City to recognize bargaining units. The FOP Lodge #49's first MOU with the City of Dodge City was approved in 2004. In accordance with PEER, good faith negotiations are entered into prior to the expiration of each contract. The 2013 contract was primarily negotiated in 2012, with edits to some language completed in early 2013.

Financial Considerations: None, the budget was prepared recognizing the amounts negotiated in the proposed contract.

Purpose/Mission: We strive to achieve high performance and service standards set by us and expected by the community.

Legal Considerations: City Attorney Brad Ralph served on the negotiation team. He is currently making a final review of the document.

Attachments: FOP Memorandum of Understanding 1/1/13-12/31/13

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF DODGE CITY, KANSAS

And

**FRATERNAL ORDER OF POLICE, LODGE #49
OF DODGE CITY, KANSAS**

(01/01/13– 12/31/13)

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DEFINITIONS

Calendar Days: The days of Monday through Sunday unless otherwise indicated.

Chief: The Chief of Police

Commander: Commanding Officer of the Police Dept. (Lieutenants and above)

City: The City of Dodge City, Kansas

Gender: the male shall include the female and the female shall include the male

Immediate Supervisor: the person directly above the officer in rank

Lodge: The Fraternal Order of Police Lodge #49

Memorandum: This Memorandum of Understanding

Officer: a sworn police officer of the Dodge City Police Department.

Department: The Dodge City Police Department

Employee Unit: All officers employed in the position of Patrol Officer, School Resource Officer, Warrant Officer, Detective, Corporal and Sergeant.

MEMORANDUM OF UNDERSTANDING

This memorandum reflects the agreements reached between representatives of the City and representatives of the Lodge as the exclusive representative of the officers within the Employee Unit, which agreements were reached between the parties pursuant to the provisions of the PEER Act, and which agreements define and establish certain conditions of employment which relate specifically to members of the Employee Unit during the period of time this Memorandum remains in effect. The parties agree that all other conditions of employment of members of the Employee Unit, except only those specifically set forth in this Memorandum, shall be governed by the ordinances, resolutions, policies, rules, regulations and practices as established, implemented and amended from time to time by the City. In the event of a conflict between the provisions of agreements set forth in this Memorandum and City policies, the provisions of this Memorandum shall govern.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED, THE CITY OF DODGE CITY, KANSAS AND THE LODGE HEREBY AGREE AS FOLLOWS;

Article 1 - RECOGNITION OF EMPLOYEE ORGANIZATION

The City recognizes and acknowledges that the Lodge has been certified by the Public Employee Relations Board of the State of Kansas in Case No. 75-UDC-1-2083 as the exclusive representative for all Patrol Officers, School Resource Officers, Warrant Officers, Detectives, Corporals and Sergeants employed by the Department for the purpose of meeting and conferring pursuant to the Public Employer-Employee Relations Act of the State of Kansas, with respect to conditions of employment, as defined by the Act. The recognition herein afforded extends only to those classifications of officers who are in the Employee Unit for which the Lodge received certification under the above order. Excluded from the representation herein afforded are all other officers and non-sworn personnel of the Department, all confidential employees and all officers of the rank of Lieutenant and above. However, nothing in this article shall preclude any officer or individual excluded from the Employee Unit from becoming a member of the Lodge.

Article 2 - MANAGEMENT RIGHTS

The Lodge acknowledges that the City has certain statutory and common law rights which it must retain in order to carry out its governmental responsibilities. Except as otherwise expressly provided in this Memorandum, the Lodge agrees that the City retains its rights to make, modify and execute such policies and decisions as it deems necessary or appropriate to carry out its governmental responsibilities. All practices and conditions not covered by this Memorandum shall continue to be governed, controlled and interpreted by reference to the ordinances of the City and rules and regulations of the City and the Department.

Unless otherwise stated in this contract, nothing in this Memorandum shall be construed to modify or limit the existing rights of the City to:

- A. Direct the work of the officers;
- B. To determine the services and level of services to be offered by the City;
- C. To determine the number of officers required;
- D. To schedule overtime as determined necessary;
- E. To lay off, terminate, or otherwise relieve officers for lack of work or other legitimate reasons.

Article 3 - NONDISCRIMINATION

The City and Lodge agree that they shall not directly or indirectly discourage or deprive or coerce any officer in the enjoyment of any rights conferred by the laws of the State of Kansas or the United States; that the City shall not discriminate against any officer with respect to hours, wages, or any other term or condition of employment by reason of his/her membership in the Lodge or his/her participation in any lodge activities, collective negotiations with the City or his institution of any grievances, complaints, or proceedings under this Memorandum with respect to any terms or conditions of employment. The Lodge agrees to not discriminate against any officer of the Department because of his/her non-membership in the Lodge. The City and the Lodge will fully comply with applicable laws and regulations regarding discrimination against any employee due to such person's race, color, creed, religion, national origin, sex, age, or disability.

Article 4 - LODGE STATUS AND RIGHTS

Section 4.1 - Rights of Representation

Officers within the Employee Unit shall be represented by the Lodge for the purpose of meeting and conferring with the designated representative of the City with respect to the conditions of employment as established by this Memorandum, and administration of grievances arising from the administration of this Memorandum.

Members of the Employee Unit will generally refrain from directly or indirectly contacting any member of the Governing Body of the City for the purpose of discussing, influencing, or attempting to change any condition of employment pertaining to the officers during the meet and confer process.

Section 4.2 - Dues Deduction

The City agrees to deduct dues, according to the Lodge membership agreement, from the officers within the Employee Unit who voluntarily provide the City with a written authorization and in accordance with the Finance Departments payroll requirements. The sum of such deducted dues shall be electronically remitted biweekly to the account established at the Dodge City Credit Union by the Treasurer of the Lodge.

Section 4.3 - F.O.P. Days

The City agrees to grant up to one hundred twenty (120) hours annually to the Lodge for leave, with pay and without loss of seniority rights, to individuals designated by the Lodge, to attend to Lodge business. It is further provided that the Lodge give, if possible, at least thirty (30) days of advance notice of intended use of such leave to the Chief for approval. The use of such leave shall not be considered working time for overtime purposes and will not be subject to overtime payment.

If in the opinion of the Chief, the use of such leave results in a shortage of necessary manpower, then the Chief shall have the right to cancel any such leaves. Once the total hours allocated have been exhausted no further such leaves may be granted under this section. If the Lodge fails to use all the hours authorized the unused hours may not be carried over to the next year.

The Lodge business referenced herein includes, but is not limited to, State and National conferences of the Fraternal Order of Police organization, attendance at

educational conferences in which the F.O.P. or Lodge members participate or sponsor, or civic events in which the F.O.P or its members participate or sponsor.

Included within the events covered by this section are any hours where officers are released to be engaged in the following:

- 1) State Convention
- 2) Local representation at State F.O.P board meetings
- 3) Local representation at National F.O.P convention
- 4) Local representation at educational conferences
- 5) Fundraisers
- 6) State and National legislative committee
- 7) Special Olympics

This list is not exhaustive of all items covered by this section.

Section 4.4 - Lodge Business

The City agrees that the Lodge President or the Vice President in the absence of the President, may conduct Lodge business during regular working hours in City facilities or elsewhere if a specific need arises and approval for such is granted by the immediate supervisor. At no time shall this routine business interfere with or disrupt the regular work of any officer. If the routine business exceeds more than fifteen (15) minutes per day, approval from the Chief will be required. Otherwise all Lodge business shall be conducted during off duty hours.

Section 4.5 - Lodge Business Meetings

Any on duty members of the Lodge executive board and on duty Lodge Steward shall upon request be given reasonable time to attend not to exceed one (1) regular Lodge meeting and one (1) special Lodge meeting per month which is held during such members on duty time, as long as priority calls are responded to. The Chief will be given written notice at least seven (7) calendar days in advance of any such regular meetings and at least twenty –four (24) hours notice of any special meeting.

Section 4.6 - Bulletin Boards and Interoffice Mail *(Amended 08 & 11)*

4.6. (a) Notices - The Lodge shall have the privilege of the use of designated bulletin boards for the purpose of posting notices of its legitimate activities. All posted notices shall be on letterhead which clearly indicates that the notice relates to activities of the Lodge and shall be copied to the Chief or designee prior to its posting. If the Chief denies the posting, the Lodge President may appeal to the City Manager who will make the final decision.

It shall be the responsibility of the Lodge to remove notices which are outdated.

4.6.(b) Interoffice Mail - The Lodge shall have the privilege of the reasonable use of the existing interoffice mail service (i.e. email, faxes and mail distribution boxes) for transmittal of communications for the official business of the Lodge to its members, state and national Fraternal Order of Police agencies, as allowable by law. Interoffice mail that is sent to all Lodge members or a classification of Lodge members (refer to Article 5) that could be considered inflammatory is prohibited. If the Chief denies the distribution, the Lodge President may appeal to the City Manager who will make the final decision. The City reserves the right to review any and all other information sent to or from City communications equipment per Departmental policy.

4.6. (c) Meeting Room & File Cabinet - The Lodge may have the use of a Department room for meetings, with the prior approval of the Chief. The Lodge may keep at the Department its own locked file cabinet. The City accepts no liability for the cabinet or the contents of the cabinet.

Section 4.7 - Negotiators Meetings *(Amended 07)*

Three (3) members of the Lodge negotiating team designated by the President, shall be granted on duty leave time with pay to meet with the designated representatives of the City for negotiation meetings, when such meetings are scheduled during their on duty hours. If any of the three designated representatives are scheduled to work a 5 p.m. to 5 a.m. shift immediately prior to a scheduled negotiation session, an effort will be made to relieve the member from their assigned shift early and without loss of pay, in order to rest prior to the day of negotiations. The Chief shall be notified of the members to be on such leave for negotiations, no less than three (3) days in advance, unless an emergency substitution is required. Any other designated member of the Lodge negotiating team wanting to participate must do so using accumulated personal leave time or attend during their off-duty time. If any member of the Lodge negotiating team is on his regular days off when negotiations occur, they shall not be in pay status and are not eligible for overtime. Any hours of such leave shall not be considered as hours worked for overtime purposes.

Section 4.8 - Steward's Responsibility *(Amended 08)*

Stewards shall be permitted reasonable time to be present upon an officers request at an investigatory interview as provided in Section 12.5, in addition to disciplinary

conferences and officer grievance hearings without loss of pay if such conferences or hearings are scheduled during the Steward's regular working hours, provided enough personnel remain on duty to provide adequate police service and provided permission is granted by the immediate supervisor. The officer, who is the subject of the disciplinary action or the grievance, shall be granted up to thirty (30) minutes of duty time without loss of pay to review with the Steward the disciplinary action or grievance prior to the conference or hearing. Notification of the intent to utilize the thirty (30) minute period shall be given to the immediate supervisor as soon as reasonably possible. The thirty (30) minute period shall be used at the end of the shift unless the immediate supervisor grants another time. Permission shall not be unreasonably withheld. Time spent on Lodge activities, representation of members, and attendance at pre-disciplinary conferences with officers outside the Steward's normal working hours shall not be considered time spent in the employ of the City or the Department.

Stewards and alternates have no authority to take strike action, or any other action interrupting the Department's operation. In the event of such action by a Steward he shall be subject to proper Department and City discipline.

There shall be no more than one (1) Steward and one (1) alternate per shift or unit. A list of Stewards and alternates shall be provided to the Chief every six (6) months (January and July) which list shall be updated sooner if modifications occur between these dates.

Article 5 - JOB CLASSIFICATIONS *(Amended 08)*

The City has full discretion in establishing, modifying, abolishing or reestablishing job classifications, determining the job descriptions and job requirements for a particular classification, the number of personnel needed or assigned to a particular classification, and determining the qualifications for particular job classifications consistent with seniority, training, education, experience, ability, performance, and the Department's requirements. The Lodge shall be notified of any new or amended job description or classification prior to implementation and afforded an opportunity to consult with the Department regarding such changes. Current job descriptions and classifications are provided in Appendix I-V for convenience only and are not part of this Memorandum and are not the subject to bargaining under this Memorandum.

Section 5.1 - Classification List *(Amended 08)*

The job classifications for officers of the Department and primary objective of each position covered by this Memorandum are currently as follows:

Sergeant: Under general supervision, performs and serves as supervisor in patrol on the street, Detective Bureau or special assignments in the protection of life and property; supervises others in the absence of the Lieutenant; performs special investigative duties.

Corporal: Under close supervision, this position is an officer in training for supervisory responsibility. Performs and serves as a lead worker in patrol on the street, or during special assignments in the protection of life and property; may supervise others in the absence of the Sergeant and Lieutenant; may perform special investigations or other duties as required. Work varies requiring individual judgment within prescribed standards and procedures.

Detective: Under general supervision, performs specialized work investigating criminal offenses and related problems. Work involves duty in plainclothes and requires discretion and specialized knowledge to investigate and detect crime. Assignments are received from higher ranked officers. Advice is available from supervisors on unusual situations and work is closely reviewed through inspection and review of reports.

Patrolman: Under general supervision, patrols an assigned beat and investigates incidents in the enforcement of law and order in the protection of life and property.

The job descriptions for these positions shall follow the Classification and Pay Plan of the City. *See Appendices I-V & IX.*

Article 6 - PROBATIONARY PERIODS

Section 6.1 - New Hire Probation

New Officers shall be considered Probationary Officers for the first twelve (12) months of their employment. Any unpaid leave interruption of employment in excess of seven (7) continuous days, during the probationary period, shall not be counted as part of such probationary period. Probationary Officers may be discharged or disciplined at the sole discretion of the Department without recourse

to the provisions of this Memorandum. Probationary Officers shall not accrue seniority until the completion of their probationary period. Upon the completion of the probationary period, the officers' seniority date will be measured from their date of hire as provided in Article 7.

Section 6.2 - Promotional Probation

Officers promoted to higher ranks shall have their names removed from all eligibility lists on the date of promotion and shall be on probation for the first twelve (12) months of service in the higher rank.

Article 7 – Seniority *(Amended 07-08)*

Seniority shall be measured by continuous service as a sworn police officer with the Department from the date of last hire. Seniority shall be broken by discharge, resignation, retirement, permanent disability and time in rank of more than thirty (30) days. Suspensions of less than thirty (30) days will not result in a break in seniority. In the case of a break in seniority caused by suspensions of thirty (30) days or more, seniority shall only be reduced by the length of the suspension.

In the event an officer who has resigned is rehired in the department within ninety (90) days of the resignation, seniority in the position held at the time of resignation shall be reduced by the length of the resignation period. Such former employee shall be eligible for rehire only in the position of patrol officer. The rehired officer shall be placed on probation for a period of ninety (90) days. The officer will not be eligible for specialty assignment or division until the officer has completed the ninety (90) day probationary period. Upon successful completion of the probationary period, the officer will become eligible for promotional testing if all other criteria have been met.

In cases of disputes concerning seniority, the City's records as interpreted by the Director of Human Resources shall govern.

Section 7.1 - Seniority Rosters

The Lodge will be provided with an up-to-date seniority roster containing names, length of service, Bureau and rank of each officer represented by the Lodge. This seniority roster will be provided to the Lodge and will be posted no later than fifteen (15) calendar days prior to the opening of the bid period in January. In the event an officer believes an error has been made as to his/her position on the seniority roster, he/she shall have ten (10) calendar days after the roster is posted to file his/her protest, in writing with the Chief and a copy to the Lodge.

Section 7.2 - Seniority / Reduction in Rank

If an officer is reduced to his previous rank, he shall commence earning "time in grade" seniority from the date he last held the duties of that previous rank.

Article 8 - Hours of Work

Section 8.1 - Patrol Bureau *(Amended 08 & 12)*

The normal work cycle in Patrol Bureau, exclusive of officers on special assignment such as GREAT Officers and School Resource Officers, shall consist of a twenty-eight (28) day work cycle (Pitman Schedule). In said work cycle, an officer shall work twelve (12) hour shifts.

8.1. (a) – Special Assignment

The normal work cycle for those on special assignment, such as GREAT Officers and School Resource Officers, shall be established by the Chief in conjunction with the coordinating organization.

Section 8.2 - Detective Bureau *(Amended 08 & 12)*

The normal work week in the Detective Bureau shall consist of four (4) ten hour days with three (3) days off during the calendar week.

Section 8.3 - Meal Period and Breaks *(Amended 08)*

Each officer in the Patrol Bureau and each detective in the Detective Bureau should be allowed a forty-five (45) minute paid meal period per shift in addition to two (2) paid breaks per shift, breaks shall not exceed fifteen (15) minutes per break. An officer/detective will be subject only to priority calls during his meal period and breaks. Priority calls will be defined in the Department's policy manual.

Article 9 - Work Assignments

Except for normal rotation, the work schedule in effect on the date of this Memorandum shall be continued; provided, that the City may change the work

schedule by posting notice of such change in the briefing room for a period of ten (10) days in advance of the effective date of the change. Mutual good faith discussions of such change shall take place during such ten (10) day period if

requested by the Lodge. Final determination for any such changes shall rest with the City.

Section 9.1 - Semiannual Bidding Procedure – Patrol Bureau *(Amended 08 & 12)*

Officers assigned to the Patrol Bureau shall be assigned semiannually to their respective shifts on a bid basis in accordance with seniority, experience, and qualifications. Final determination of shift assignment will be made by the Chief or his/her designee based on previous stated qualifications. An officer who has his/her bid position changed, shall receive an explanation from the Chief or his/her designee, with notification sent to the Lodge that such explanation was given. Any member of the Employee Unit opposing their shift assignment shall have the opportunity to meet with the Chief to discuss their placement; however, the Chief's decision is final. Bid posting will be made available and will be made effective on a date mutually agreed upon by the Chief and the Lodge President.

Section 9.2 - Assignment out of Rank

The City recognizes the need for individual officers to perform from time to time, the duties of officers of the next higher rank when that position is vacant. Authorized leave of less than thirty (30) days is not considered a vacancy.

9.2.(a) Acting Detective - In the event that an eligibility list is not available for the detective position, senior officers shall have first option to temporarily perform the duties of a Detective, at the pay of a Detective, whenever a Detective's position is vacant.

9.2. (b) Acting Sergeant - Corporals on each shift may be assigned by their immediate and/or unit supervisor to temporarily perform the duties of a Sergeant, at the pay of a Sergeant, whenever a Sergeant's position is vacant.

9.2. (c) Acting Lieutenant - Sergeant on each shift may be assigned by their immediate and/or unit supervisor to temporarily perform the duties of a Lieutenant, at the pay of a Lieutenant, whenever a Lieutenant's position is vacant.

Section 9.3 - Rotating Detective *(Amended 08)*

The party's recognize the need for officers to continue improving their ability to perform their current job assignments and prepare them for promotional opportunities. When in the sole judgment of the Chief existing circumstances allow, a rotating detective position will be implemented to help achieve this goal.

The rotating detective's position will be open to any officer **not** currently on new hire or disciplinary probation, or any performance improvement plan (PIP). The rotating detective position will be considered a temporary transfer from Patrol Bureau to the Detective Bureau for not more than a six (6) month rotation to coincide with semiannual bidding period. The rotating detective position will be paid at the assigned officer's current rate of pay.

The selection process will include a request for consideration in writing to the Training and Standards Bureau Commander. The administration will review the last two (2) performance evaluations and the officer's file maintained by the Sergeant. Upon recommendation from the Bureau Commander the Chief shall make the final determination to fill the rotating detective position. The failure to receive the appointment shall not be subject to the Grievance Procedure.

The assigned officer will be allowed to maintain a modified dress code as determined by the Bureau Commander. The officer will be assigned cases and maintain a case load as determined by the Bureau Commander who supervise and monitor the position. The officer will be subject to call outs to assist other detectives when approved by the Bureau Commander.

Article 10 - TRANSFERS

Section 10.1 - Personal Requests

Any officer may request a transfer of assignment from one shift to another. All such requests for transfer shall be in writing and served on the Bureau Commander, with a copy to the Chief. Requests for transfer shall be granted only for legitimate personal reasons or the officer's inability to adequately perform assigned duties and provided there is an open position available or another eligible qualified officer will consent to trade shift or assignment with the officer seeking the transfer. If the Chief denies the transfer request the officer may not appeal the decision. No transfers between Bureaus or specialized units shall be allowed under this section.

Section 10.2 - Departmental Transfers

The Bureau Commander may transfer officers, either temporarily or for the duration of a bid period, to another shift or unit. Reasons for such transfers shall include, but not be limited to the following:

- Providing adequate police services;
- Inability to perform assigned duties;

Inability to successfully complete training requirements of his position;
Inability to function within a given area without an unusual incidence of
founded complaints.

The officer affected and the Lodge shall receive a written explanation of the transfer from the Chief. Departmental transfers, for the purpose of affording necessary police service, shall as far as practicable be in reverse order of seniority on each shift. If the transfer is not made based on seniority as previously stated, a written explanation will be provided to the Lodge by the Chief, prior to the transfer. All officers transferred at the request of the department shall be paid the overtime rate for all hours worked in the event they do not receive their requisite days off.

Section 10.3 - Promotions

When a permanent vacancy occurs in any Employee Unit position except Patrol Officer, it shall be filled as determined by the City. Internal applications to fill vacancies shall be processed in accordance with the City's Police Department Promotional Procedures (Appendix VII).

The Departmental promotional procedures shall only be changed from those in effect on the date of this Memorandum following consultation between the City and the Lodge. In the event either party proposes to change such procedures, the parties agree to name three (3) representatives to sit as an advisory committee to consider the proposed revisions. Any revisions shall be accomplished if possible through mutual consent of the advisory committee; provided, however, if mutual consent of the committee is not obtained, final determination shall rest with the City. In the event of a change in procedures either by mutual consent of the advisory committee or by the City in the absence of such mutual consent, a copy of the procedures as modified shall be provided to the Lodge President.

Article 11 - ACCIDENT REVIEW

When an accident occurs involving a City owned vehicle operated by a member of the Employee Unit, the City Police Department shall follow the Departmental Policy 401 (Appendix VIII).

The Departmental "Accidents Involving Police Vehicles" procedures shall not be changed except following consultation between the City and the Lodge. In the event either party proposes to change such procedures, the City agrees to name three (3) representatives to sit with three (3) representatives from the Lodge as an advisory committee to consider the proposed revisions. Any revisions shall be

accomplished through mutual consent and if mutual consent is not obtained, final determination shall rest with the City.

ARTICLE 12 – OFFICER’S RIGHTS DURING AN INVESTIGATION *(Amended 07)*

Section 12.1 – Purpose *(Amended 07)*

The purpose of this Article is to establish officer’s rights during investigations of complaints or allegations of misconduct against an officer who is a member of the Employee Unit in order to ensure that such investigations are fair, impartial and complete and to safeguard the rights of officers and provide for the confidentiality of investigations to the extent allowed by law.

Section 12.2 – Scope *(Amended 07)*

All complaints or allegations of misconduct or violations of city or department policies shall be investigated either by Internal Affairs, Human Resources, the appropriate supervisor or an outside agency (i.e. KBI, FOSO, FBI or other) whomever is appropriate as determined by the Chief or the City Manager.

Section 12.3 – Officer’s Privacy *(Amended 07)*

All such investigations shall be treated as confidential personnel matters and personally identifiable information concerning the subject of the investigation shall not be released to the news media without the consent of the officer under investigation unless disclosure of the information is required by the Kansas Open Records Act or other federal or state regulation. At the point a final determination of the investigation has been made a summary of the determination may be released at the discretion of the City Manager.

Section 12.4 - Documentation & Record Retention *(Amended 07)*

All documents concerning complaints or allegations of misconduct or policy violations by an officer shall be considered confidential. During any investigation no documents relating to the investigation may be removed from the assigned investigator’s office without the express consent of the Chief, the City Manager, upon the written order of a court of competent jurisdiction or as required under the Kansas Open Records Act. All closed internal investigations files shall be retained as required by state and federal law and held in a confidential file in the office of the Director of Human Resources. Only investigation records which resulted in disciplinary action will be placed in the officer’s personnel file in the Human Resources Office.

Section 12.5 – Officer’s Rights During an Investigation *(Amended 07& 08)*

When conducting an investigation of any complaint or allegation the designated investigator, as provided in Section 12.2, shall have access to all documents, files and records related to the complaint or allegation and may question and interview any officer who may have information related to the complaint or allegation.

An “Initial Inquiry” occurs when an officer who is not the named subject of a complaint or allegation is asked to clarify, confirm or state facts and circumstances relevant to the investigation. If during an Initial Inquiry the investigator recognizes that disciplinary action against the officer being interviewed is probable, or if the officer requests the presence of the Lodge Steward, the investigator shall cease the Initial Inquiry and proceed with questioning as an “Investigatory Interview.”

An “Investigatory Interview” occurs when the investigator questions an officer who is the named subject of a complaint or allegation to obtain information which could be used as a basis for disciplinary action against the officer being questioned or the investigator asks the officer to defend his/her conduct in response to a complaint or allegation. If the officer at any time has a reasonable belief that disciplinary action against the officer may result from what he/she says, the officer has a right to request that the Lodge Steward be present during the interview. The officer may make the request for the Lodge Steward at anytime before or during the interview and may not be disciplined for making the request.

Once a request is made for the presence of a Lodge Steward, the investigator may either (1) grant the request and delay or reschedule the questioning until the Lodge Steward arrives and has an opportunity to consult privately with the officer, or (2) deny the request and end the interview immediately, or (3) give the officer the choice of either (a) having or completing the Initial Inquiry or Investigatory Interview without the presence of the Lodge Steward or (b) ending the Initial Inquiry or Investigatory Interview. If the investigator denies the request for the presence of the Lodge Steward and continues to ask questions the officer may refuse to answer and may not be disciplined for such refusal.

If the investigator grants the request for the presence of the Lodge Steward, when the Steward arrives the investigator will inform the Steward of the subject matter of the interview and will allow the Steward to:

- A. Meet privately with the officer before questioning begins or continues;

- B. Speak during the interview;
- C. Request that the investigator clarify a question being asked;
- D. Advise the officer on how to answer the investigator's questions, and
- E. Following the questioning, provide any additional information or evidence to the investigator.

In exercising the above privileges, the Steward shall not unduly delay, disrupt or interfere with the interview, argue or bargain over the purpose of the interview or direct the officer not to answer any question or falsify any answer. Once the Steward has been requested and is present the refusal of the officer to answer the investigator's questions or to fully cooperate in the investigation, shall be the basis for disciplinary action.

Neither the officer being investigated nor the Steward shall interfere with or attempt in any manner whatsoever to obstruct the investigation. Although the officer being investigated and the Steward may discuss the matter together, neither the officer nor the Steward shall discuss the investigation, complaint or allegations directly or indirectly with any other officers, Department personnel or City employees or officials prior to receipt of the Chief's notice of a disciplinary conference as provided in Section 13.2A. Any such violation may be the basis for disciplinary action, up to and including termination.

When the officer being questioned is the subject of an Investigatory Interview the following will apply:

- A. The officer shall be advised of his/her right to have a Lodge Steward present for the interview.
- B. The officer shall be advised of his/her Garrity rights prior to the interview.
- C. The officer shall be advised of his/her Miranda rights prior to any criminal interview.
- D. The officer shall be advised of the allegations of the complaint prior to the interview.
- E. The interview shall be at a reasonable hour, preferably just before or after the officer is on duty, unless the circumstances of the investigation dictate otherwise.
- F. The interview shall take place at a location designated by the investigating officer which shall normally be at the police facility or other City office.
- G. Upon request the officer shall be informed of the title and name of the investigator and the identity of all persons present during the interview.
- H. The officer shall not be subjected to any offensive language, coercion, or promise of reward as inducement to answer questions. Nothing herein is to be construed as to prohibit the investigator from informing the officer that

his/her conduct or refusal to answer question or cooperate in the investigation may become the subject of disciplinary action.

- I. The complete interview shall be recorded mechanically. There shall be no “off-the-record” conversation except by mutual agreement. All recesses called during the interview shall be noted in the record.
- J. The officer may request to be given a copy of any audio/visual recording made of the interview. The officer will reimburse the Department for the cost of the tape. The request must be made within seventy-two (72) hours of the interview.

Section 12.6 – Other Rights and Responsibilities of Officers *(Amended 07-08 & 11)*

12.6. (a) Psychological Evaluation - The Chief may order with prior approval from the Director of Human Resources any officer to submit to a psychological evaluation whenever the Chief determines such examination to be necessary to ensure that no underlying factors are present that would affect the officer’s overall ability to perform his/her duties. The officer will sign a release allowing a “fitness for duty” letter be provided to the Director of Human Resources.

12.6. (b) Search and Seizure - If a search of an officer’s home, personal vehicle or other private premises is necessary; the officer shall be given the opportunity to sign a Consent to Search Form. If the officer refuses to sign the waiver, any search associated with the investigation shall be in accordance with the Kansas Criminal Code, and the Kansas Code of Criminal Procedure.

12.6. (c) Polygraph/CVSA Examinations - Upon the order of the Chief, officers shall submit to polygraph or CVSA examinations when the examinations are specifically directed and narrowly related to a particular investigation being conducted. Whenever a complaint from a citizen is the basis for the investigation, the matter is non-criminal, and no corroborating information has been discovered, officers shall not be required to submit to a polygraph or CVSA examination unless the complainant also submits to a polygraph or CVSA examination which is specifically directed and narrowly related to the complaint. No officer will be required to sign any document, which does not accurately state the conditions under which he/she is taking the examination. No statement of an officer shall be subject to psychological stress evaluation without being advised that the statement will be subject to such before making any statement.

12.6. (d) Cooperation with Investigation or Inquiry - During an investigation/inquiry, all officers shall fully cooperate with the investigators, and shall truthfully answer all questions asked. The refusal of an officer to answer questions or give a statement during a non-criminal investigation/inquiry may result in disciplinary action. Prior to the issuance of a notice for disciplinary conference as provided in Section 13.2A, all officers shall refrain from discussion of the inquiry, investigation, complaint or allegation directly or indirectly with any other officer(s), Department personnel, City employee(s) and/or official(s); provided, however, nothing set forth in this Section 12.6 (d) shall prevent the officer being investigated and the Steward representing the officer from discussing the investigation with each other. Any violation may be the basis for disciplinary action up to and including termination.

12.6. (e) False Information - Any officer found to have knowingly given false information, or to have concealed information during an investigation will be subject to disciplinary action.

12.6. (f) Failure to Report Misconduct - Failure of an officer to report observed misconduct may subject the observing officer to disciplinary action.

Section 12.7 – Notification of the Results of an Investigation *(Amended 07)*

The officer who has been the subject of an Investigatory Interview shall be given a written notification of the results of the investigation.

ARTICLE 13 – DISCIPLINE *(Amended 07-08, 12 & 13)*

Section 13.1 - Disciplinary Actions *(Amended 07-08)*

Disciplinary action shall include but not be limited to verbal counseling (documented in the officer's working file), a written reprimand, change of work assignment, suspension, demotion, or dismissal from the department. Verbal counseling is a coaching tool for addressing minor violations in an attempt to prevent subsequent violations and to serve as a warning to the officer that the officer needs to improve in the listed areas and that repeated incidents of a similar or related nature may result in discipline up to and including termination.

The City reserves the right to, "with just cause" as defined herein, discharge, suspend or otherwise discipline officers for violations of City and/or Department rules and regulations or other misconduct; provided however the City may

discharge or otherwise discipline an officer who is within his/her new hire probationary period, at any time and without compliance with the procedures set out below. All actions to terminate officers shall require the approval of the Director of Human Resources.

For purposes of this Article, the phrase “with just cause” shall mean any grounds or reasons put forth by management in good faith and which are not arbitrary, capricious, unwarranted, irrational, unreasonable, or irrelevant to providing and maintaining an efficient and effective police department.

All disciplinary actions except for verbal counseling or actions taken during the new hire probationary period shall be preceded by a Disciplinary Conference with the Chief or his/her designee.

Section 13.2 – Disciplinary Conference *(Amended 07-08)*

The disciplinary conference is an administrative process which shall be utilized for all forms of discipline except verbal counseling. At the request of the officer a Steward may attend with and represent the officer at any disciplinary conference.

The disciplinary conference shall include the following:

A. At least twenty – four (24) hours preceding the time of the disciplinary conference a written report shall be provided to the officer or delivered to the officer’s last known address, advising of the reasons for the proposed action and shall include a copy of the investigative report. The report shall describe the alleged misconduct leading to the disciplinary action, the violation of any policies or regulations involved, and the level of discipline being proposed. An officer may submit a request to extend the time of the disciplinary conference up to an additional twenty-four (24) hours; the Chief will not unreasonably deny the request.

B. At the time of the conference, the officer and/or the Steward shall be given an opportunity to respond to the written report and proposed disciplinary action. Any written response from the officer and/or the Steward shall be placed in the disciplinary file.

Within seventy-two (72) hours (exclusive of Saturdays, Sundays and/or recognized City Holidays) of the close of the disciplinary conference, the Chief or his/her designee shall either, 1) provide the officer the written decision of the disciplinary action to be imposed, if any, or 2) advise the officer in writing that the matter is under advisement and that additional information is being gathered in response to

the officer's statements at the time of the conference. An officer shall have twenty – four (24) hours to provide a written rejection of an agreement to extend the time for additional consideration or investigation. If a written rejection is filed by the officer, the person initiating the discipline shall provide a written decision within seven (7) calendar days of the close of the disciplinary hearing. The failure of the officer to attend the disciplinary conference shall constitute the officer's agreement with and consent to the disciplinary action as described in the conference report as provided in subsection 13.2A, and forfeits the right of further appeal.

Section 13.3 – Penalties *(Amended 07)*

Penalties listed in Regulation 2.2 of the Dodge City Police Department Policy and Procedure Manual which is in effect on the date of execution of this Memorandum shall be a guide for disciplinary action in the interests of uniformity and fairness. All penalties recommended by supervisors for offenses listed in DCPD regulations shall be within the prescribed limits. The penalty schedule shown in Regulation 2.2 shall in no way limit any penalty which the Chief may impose.

A "Reckoning Period" is defined as that period of time during which an officer is expected to have a record free of the similar type of offense he/she was found guilty of previously. All Reckoning Periods shall be computed from the date discipline is imposed. During the Reckoning Period, at the discretion of the Chief, special duty assignments may be restricted.

Whenever taking any disciplinary action (other than Verbal Counseling), a copy of the disciplinary report will be placed in the disciplined officer's Personnel File. A written copy of any written reprimand, suspension, demotion or dismissal shall be provided to the disciplined officer. Repeated violations of Dodge City Police Department Regulations, or any other course of conduct indicating an officer has little or no regard for his/her obligations as an officer of the Department shall be a cause for dismissal. This shall apply regardless of the severity of the offenses, regardless of any Reckoning Period, and regardless of whether the violations are of the same type.

Section 13.4 – Review of Disciplinary Action *(Amended 07-08, 12 & 13)*

Upon receipt of the Chief's written decision, a non- new hire probationary officer may request a review of such decision to the City Manager by filing a written Request for Review with the Director of Human Resources within seven (7) calendar days of receipt of the Chief's written decision. The Request for Review shall set forth in detail the reasons for the officer's request that the Chief's written decision be reviewed, as well as any controverted facts and/or interpretations of

policy. The request will also state the officer's description of appropriate disciplinary action, if any.

13.4.1 If the disciplinary action involves suspension without pay of nine (9) days or less, the officer may request review of the written decision by the City Manager as provided in Sections 13.5 and 13.7. A hearing pursuant to Section 13.6 shall not be available to the officer.

13.4.2 If the disciplinary action involves suspension without pay of ten (10) days or more, demotion or dismissal, the officer may request review of the written decision by the City Manager as provided in Sections 13.5, 13.6 and 13.7. The officer's request for review shall specifically state the reasons that the officer believes the decision to be arbitrary, capricious, unwarranted or unreasonable under the circumstances, and the officer's contention as to the appropriate disciplinary action, if any.

13.4.3 If no Request for Review is timely filed, the Chief's written decision is deemed final and no further review and/or appeal under this Section may be taken.

Section 13.5 – Administrative Review *(Added 13)*

The City Manager shall have thirty (30) calendar days to conduct his/her administrative review of the Chief's written decision. The City Manager will have available all documentation regarding the matter and may conduct such additional investigation as the City Manager deems appropriate or necessary to render a decision. The officer shall be afforded the opportunity to personally meet with the City Manager, along with a Lodge Steward, if the officer so chooses. In the absence of a hearing under Section 13.6 the City Manager will render a decision no later than thirty (30) days following the conclusion of the administrative review.

Section 13.6 –Hearing Procedures *(Added 13)*

As part of the Administrative Review, and when required by Section 13.4.2, the City Manager shall afford the officer a hearing conducted by the City Manager at a date and time established by the City Manager. The officer shall be notified of the time and place of the hearing in writing at least seven (7) days in advance of the hearing, unless a shorter time frame is agreed to by the officer. A Steward and/or an attorney may represent the officer at the hearing, and the City Attorney may represent the City. The City and the officer will exchange lists of all anticipated witnesses at least forty-eight (48) hours in advance of the hearing. The City

Manager, at his/her discretion, may adjourn and re-convene the hearing as the needs of the parties may require.

A record will be made of the hearing either by court reporter or by audiotape. Any fees for court reporter services shall be shared equally between the Lodge and the City.

If proceedings occur during normal working hours of the officer, the officer shall be in pay status, unless the officer has been suspended without pay.

Within thirty (30) days of the conclusion of the hearing, the City Manager will render a decision in writing, which shall be submitted to the officer with a copy to the Lodge President and the Chief. The City Manager may request an extension of up to an additional fourteen (14) calendar days, which request shall not be unreasonably refused. A copy of the decision will be included in the officer's personnel file.

Section 13.7 – Court Appeal *(Amended 07, 13)*

The officer may seek judicial review of the City Manager's decision by the Ford County District Court, but only after exhausting the applicable administrative review procedures as set forth in Section 13.5. The judicial review, if pursued, must be filed with the District Court no later than thirty (30) days following the date of the City Manager's decision, otherwise the City Manager's decision is final.

Section 13.8 – Release of Findings *(Amended 11, 13)*

When a final determination of disciplinary action has been made and all appeals are concluded, a notice will be posted for Department staff stating the policy(ies) violated, the date the violation occurred and the disciplinary action taken. No other information will be included in this posting.

ARTICLE 14 - GRIEVANCE PROCEDURE *(Amended 07)*

Section 14.1 – Definitions *(Amended 07)*

14.1. (a) Grievance – means an allegation by a member or members of the Employee Unit (the "Grievant") related to the misinterpretation or misapplication of the provisions of this Memorandum by management. Disciplinary actions shall not be the subject of a grievance under this grievance procedure, but shall be administered in accordance with the procedures set out in Article 13 (Discipline).

14.1. (b) Grievance Mediation – means a mediation session(s) conducted by the Federal Mediation and Conciliation Service (FMCS) in an effort to resolve the grievance.

Section 14.2 – Procedures *(Amended 07-08)*

Step 1: In the event of a grievance involving the misinterpretation and misapplication of the provisions of this Memorandum by management, the Grievant shall, within fourteen (14) calendar days from the date the grievable action is taken, provide to the Chief a written statement stating specifically the alleged misinterpretation or misapplication of the provisions of this Memorandum, the Grievant's contention as to the correct interpretation or application of the provision in question, the reasons supporting the Grievant's contention and the Grievant's request for relief. Within fourteen (14) calendar days of receipt of the written grievance, the Chief shall submit a written response to the Grievant.

Step 2: If the Grievant believes the Chief's response does not resolve the grievance, the Grievant shall, within five (5) calendar days (exclusive of Saturdays, Sundays and/or recognized City Holidays) of receipt of the Chief's response, submit to the Director of Human Resources an appeal of the Chief's response which shall include the following information: (1) a copy of the original grievance, (2) a copy of the Chief's response and a detailed statement as to why the Grievant believes the Chief's response has not resolved the grievance.

Upon receipt of the above information, the Director will meet with the Grievant to review the reasons for the position taken by the Grievant and shall meet with the Chief to review the Chief's reasons for the position taken in the response. Within fourteen (14) calendar days of receipt of the Grievant's appeal, the Director shall issue a written determination to the Grievant, the Chief and the Lodge specifically setting forth the Director's decision as to the correct interpretation or application of the provision of this Memorandum which is the subject of the grievance, and describing what action is necessary to comply with the decision, if any. The Director's determination shall be final and shall serve as binding precedent for any future grievance concerning the same provision, unless the Grievant continues to Step 3.

Step 3: In the event the Director's determination is not acceptable to the Grievant, the Grievant shall, within five (5) calendar days (exclusive of Saturdays, Sundays and/or recognized City Holidays) of the receipt of the Director's determination, file a written application with the Lodge, for the Lodge to request Grievance Mediation

with regard to the Director's decision in Step 2. If the Lodge agrees that the issue should be submitted for Grievance Mediation, the Lodge shall, within five (5) calendar days (exclusive of Saturdays, Sundays and/or recognized City Holidays) of receipt of the Grievant's application, file a written request with the Director for Grievance Mediation, which request shall include the Lodge position as to the proper interpretation or application of the provision in question and the reason therefore. Upon receipt of the request from the Lodge for review, the Director shall request the appointment of a Federal Mediation and Conciliation Service (FMCS) mediator to review the Director's decision. Any fees charged by the mediator shall be shared equally between the Lodge and the City. If an agreement is reached through the Grievance Mediation that requires a modification of this Memorandum, the provision as amended shall be immediately incorporated as part of this Memorandum for the remaining term of the Memorandum.

Step 4: If no agreement is reached as a result of Grievance Mediation, the matter will be submitted to the City Manager who shall issue a final decision within ten (10) calendar days (exclusive of Saturdays, Sundays and/or recognized City Holidays) of the final mediation meeting and the provision in question shall be interpreted and applied in accordance with the City Manager's final determination. Either party desiring a transcript of any appeal proceedings shall be responsible for any associated costs.

During the Grievance Mediation as provided herein, only the provision of this Memorandum which is the subject of the original grievance shall be considered, unless the Lodge and the City mutually agree to consider other provisions.

Article 15 - OFFICER LEAVE

Leaves of absence shall be without pay unless specifically stated that the leave is to be with pay.

Section 15.1 – Vacations *(Amended 07& 11)*

Effective the first payroll of the term covered by this Memorandum and after successfully completing one (1) year of service, each officer shall be entitled to vacation leave, as follows:

- A. From the date of employment, the officer shall accrue 3.077 hours of vacation leave per pay period per year.
- B. After 182 pay periods of continuous service with the City, the officer shall accrue 4.615 hours of vacation leave per pay period per year.

C. After 390 pay periods of continuous service with the City, the officer shall accrue 6.154 hours of vacation leave per pay period per year.

15.1. (a) Vacation Leave Accumulation - Vacation leave not used during the year it is earned may accrue to a maximum of:

- 1) one hundred sixty (160) hours for those accruing 3.077 hours of vacation leave per pay period.
- 2) two hundred (200) hours for those accruing 4.615 hours of vacation leave per pay period.
- 3) two hundred forty (240) hours for those accruing 6.154 hours of vacation leave per pay period.

Officers shall not earn vacation time while on an unpaid leave of absence or layoff.

15.1.(b) Vacation Buyout - Officers separating from employment with the City in good standing shall be compensated for vacation leave accrued and unused. In the case of death in service of any officer for any reason, such payment shall be made in accordance with the Court's orders in an estate proceeding, or in the absence of an estate proceeding to the officer's spouse, or if no spouse survives to the officer's children. This compensation shall be paid at the officer's base rate of pay at the time of termination. Good standing will normally be defined as the officer separating voluntarily and giving no less than two (2) weeks notice. However, individual circumstances outside the officer's control will be considered in determining if the separation was in good standing. Officers who resign after being notified of a written decision of disciplinary action and officers who are dismissed for misconduct for any circumstance/situation set forth in, but not limited to, the Dodge City Police Department Personnel Policies Manual, shall not be compensated for vacation leave accrued and unused. The determination of whether the full-time officer is leaving in good standing at the time of the separation is subject to the procedures of Article 14.

Section 15.2 - Sick Leave *(Amended 11 & 12)*

15.2. (a) Entitlement - All introductory and regular officers in the City's service shall be entitled to accrue sick leave. Sick leave shall accrue at 3.692 hours per pay period per year.

15.2. (b) Limitations of Accumulation - Earned and unused sick leave may accrue to a maximum of nine hundred–sixty (960) hours. Officers shall not earn sick leave while on an unpaid leave of absence or layoff.

15.2. (c) Transferred Officers - When an officer is transferred to another Department of the City, any unused sick leave that may have accumulated to his credit shall continue to be available for his use, as allowable.

15.2.(d) Termination - Officers separating from employment with the City in good standing, who have a minimum of one (1) year continuous service on the date of separation, shall be compensated for twenty-five percent (25%) of their IIP accrued and not used. This compensation shall be paid at the officer's base rate of pay at the time of termination. In the case of death in service of any officer for any reason, such payment shall be made in accordance with the Court's orders in an estate proceeding, or in the absence of an estate proceeding to the officer's spouse, or if no spouse survives to the officer's children. Good standing will normally be defined as the officer separating voluntarily and giving no less than two (2) weeks notice. However, individual circumstances outside the officer's control will be considered in determining if the separation was in good standing. Officers who resign after being notified of a written decision of disciplinary action and officers who are dismissed for misconduct for any circumstance/situation set forth in, but not limited to, the Dodge City Police Department Personnel Policies Manual, shall not be compensated for vacation leave accrued and unused. The determination of whether said officer is leaving in good standing at the time of the separation is subject to the procedures of Article 14.

15.2. (e) Use Provisions - Use of accumulated sick leave by an officer or payment to an officer of paid sick leave shall be subject to the following rules:

- 1) In the case of actual sickness or disability of the officer or for medical, dental, or eye examination or treatment for which arrangements cannot be made outside working hours, and
- 2) When the officer is required to care for a sick or injured Family Member. An officer shall report all instances of this nature requiring absence from work, prior to his/her scheduled work time. Failure to fulfill these requirements may result in a denial of sick leave. *NOTE: Family as applied here shall mean officer's, spouse, children, stepchildren, parents, and any legal dependent residing in the officer's home.*

- 3) See Section 15.7 concerning use of sick leave while subject to an approved Worker's Compensation Claim.
- 4) Any officer who is absent for more than three (3) consecutive work days due to illness or off-duty injury, shall furnish to the Director of Human Resources a certificate from a duly licensed physician, stating clearly the nature of the illness or injury and the probable length of time it will be necessary for the officer to be absent due to such illness or off-duty injury. Prior to return of work the officer shall provide a written statement from a licensed physician certifying that the officer is able to return to duty.

15.2. (f) Payment Beyond Accrued Vacation and Sick Leave - Any officer, who is sick or temporarily disabled and has exhausted all accrued paid leave, may request in writing an advance of additional sick leave. Upon recommendation and approval of the Chief and approval of the City Manager an officer who has exhausted accrued sick leave may be granted additional leave time up to two hundred-forty (240) hours. The officer will be required to repay this advance from his accrued sick and vacation time upon return to full-time employment.

A City of Dodge City Employee Sick Bank is available for illnesses which do not yet qualify for Long Term Disability coverage through KPER's or KP&F. The Sick Bank may be petitioned for a loan of sick time after all paid leave is exhausted due to the illness. Officers may contact the Finance Director for additional information and restrictions.

15.2. (g) Record of Sick Leave - It shall be the responsibility of the City to keep a record of sick leave and each officer's accumulation and use of sick leave. Any disagreement with City records shall be reported to the Finance Director within five (5) days of the officer's receipt of such City records.

Section 15.3 – Holidays *(Amended 07-08, 11 & 12)*

15.3.(a) Holiday Hours & Deadline for Use -Officers shall accrue eighty (80) hours of floating holiday leave throughout the calendar year with pay in compensation for the ten (10) holidays provided other City employees as established by the City Personnel Policy. The holiday hours not used prior to April 1st of the subsequent year will be forfeited. Officers shall, in addition to the eighty (80) floating holiday hours, receive all other holidays, in eight (8) hour increments, as declared to be such by the City for the benefit of other City employees.

15.3. (b) Holiday and Scheduling - A request for vacation and holiday leave shall be submitted to the officer's immediate supervisor. Leave may be taken only after approval by the Chief. Requests for days off using single vacation days, flex time, or holidays, shall be responded to not later than forty-eight (48) hours before the start of the officer's shift on the requested days off but shall in no instance be permitted to detract from providing adequate police service. If the requesting officer is not on duty it will be the responsibility of the requesting officer to contact the department for confirmation of denial or approval of the day off request.

15.3.(c) Pay Upon Termination – In the event an officer terminates after utilizing the benefit of a floating holiday and prior to the actual occurrence of the holiday, the officer's final paycheck will be reduced by an amount equal to that paid for the floating holiday. The amount can be deducted from base pay, accrued vacation, or the twenty-five percent (25%) of IIP the officer would have received in the final check. Officers separating from employment in good standing shall be compensated for holiday leave accrued and unused. In the case of death in service of any officer for any reason, such payment shall be made in accordance with the Court's orders in an estate proceeding, or in the absence of an estate proceeding to the officer's spouse, or if no spouse survives, to the officer's children. This compensation shall be paid at the officer's base rate of pay at the time of termination.

15.3. (d) Exception - Officers shall not accrue holiday time while on an unpaid leave of absence or layoff.

15.3.(e) Pay Upon Termination for Holiday Bank – Officers who have established holiday bank time prior to April of 1993, will be paid for such time at their current hourly rate of pay.

Section 15.4 - General Leaves of Absence *(Amended 08)*

Any general leave of absence, which shall be granted, is the decision of the City Manager. The maximum general leave of absence shall be ninety (90) calendar days. Any officer desiring a general leave of absence shall submit a written request to the Chief stating the reason for such request, at least seven (7) days prior to the commencement of the requested leave, except in cases of emergency. Before an officer may take a general leave of absence, written permission must be obtained from the City Manager with notice to the Lodge. The time an officer spends on general leave of absence shall not be counted as time worked in

determining any benefits under this Memorandum. Failure to report at the end of general leave of absence will be considered a voluntary resignation on behalf of the officer. If an officer on a general leave of absence obtains other employment with a law enforcement agency while on such leave, his City employment will be automatically terminated and the officer will have no recourse whatsoever under this Memorandum.

Section 15.5 - Maternity Leave

Temporary disabilities, caused or contributed by pregnancies, miscarriage, abortion, childbirth, and recovery there from, are temporary disabilities, and will be treated as such under the regular employee sick leave policy. All rules regarding sick leave shall apply to maternity leave. The City will make a reasonable attempt to find a suitable light duty position for the officer, once light duty is required by the officer's physician and the physician's light duty notification is received by the Chief.

Section 15.6 - Military Leave *(Amended 08)*

Any full time officer who is a member of the National Guard or an organized military reserve of the United States shall be granted military leave for a tour of active duty or field training encampment. Leave of absence shall be approved only upon presentation of orders pursuant to such training and with the consent of the Chief and the City Manager. Military leave with pay shall be granted for the purpose of allowing an officer to engage in military training.

The officer may choose one of the following options with regard to pay received during military leave:

- A. Present re-numeration to City Clerk received for such period from the military and receive full pay from the City.
- B. Use accumulated annual leave or holiday leave and retain re-numeration received from the military.
- C. Take leave without pay and retain military pay.

Any officer who leaves the City service for active military duty as an inductee or volunteer shall be placed on military leave without pay. Such leave will extend through a date of thirty (30) days after release from active duty. An officer returning from military leave shall be entitled to restoration to the former position or position of like pay and responsibility, if the officer makes application for reinstatement within thirty (30) days after release from active duty, provided further, that she is physically and mentally capable of performing the duties of the position involved.

Section 15.7 - Injury Leave

Officers injured on the job are covered by the Kansas State Worker's Compensation Act. This law provides specific benefits. The officer may be granted injury leave for the twenty-six (26) weeks of the injury in which the Designated Physician will not allow temporary reassignment to a restricted light duty employment position.

In the event, that the employee is removed from regular or light duty by the City's Designated Physician, for a period not to exceed twenty-six (26) weeks, the following procedure will be followed:

- A. The supervisor shall report the officer's hours for those twenty-six (26) weeks as Injury Leave (IL) on the respective time sheet. The officer will continue to receive their current gross pay, excluding overtime from the City.
- B. The officer will endorse the Worker's compensation benefit check and return it to the City.
- C. If the officer chooses to accept the Worker's compensation benefit check instead of the City compensation, the officer must notify the Human Resources Office immediately.

In the event, that the officer is removed from regular or light duty by the City's Designated Physician, for a period in excess of twenty-six (26) weeks, the officer may use sick and/or accumulated vacation leave to replace the exhausted injury leave under the following provision:

If the officer's current gross pay, excluding overtime, is greater than the maximum benefit paid by Worker's Compensation an officer may be eligible, upon written request with Chief and City Manager approval, to use sick leave to make up the difference in gross pay. Under no circumstances shall the sum of the Worker's Compensation benefit plus the allowed sick leave exceed an officer's regular gross pay. Regular gross pay calculation in this situation shall be based on the work period and hours of work specified in Article 8.

Additional provisions of injury leave beyond the twenty-six (26) week period shall include:

- A. Paid leave shall not accrue unless the officer works a minimum of forty (40) hours per pay period in a restricted duty capacity.
- B. Insurance premiums typically paid by payroll reduction are the officer's responsibility for payment.
- C. Flexible spending account annual election will be reduced by the biweekly contribution amount for which no withholding is made. If the

officer has exhausted the spending account prior to being authorized leave without pay, the City reserves the right to either recalculate the biweekly election amount based on the remaining pay periods in the benefit year after the officer returns to work, or require the officer to reimburse the flexible spending account fund the contribution amount for which no withholding was made, prior to the officer returning to work.

Officers are reminded, that if an injury results from the officer's deliberate intention to cause such injury; or from the officer's willful failure to use a guard or protection against accident required pursuant to any statute and provided for the officer, or a reasonable and proper guard and protection voluntarily furnished the officer by the Department, any compensation in respect to that injury shall be disallowed.

Section 15.8 - Funeral Leave *(Amended 11)*

Each officer shall have, in the event of a death in his immediate family, three (3) consecutive calendar days off with pay, one (1) of which shall be the day of the funeral. The term "immediate family" shall include the officer's spouse, children, stepchildren, grandchildren, parents, stepparents, grandparents, spouse's grandparents, brother, sister, parents of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or relative living in the officer's home.

In the event that the officer must travel out of state, the officer shall be allowed up to two (2) additional days of leave, chargeable to the officer's vacation accrual or sick leave accrual.

Section 15.9 – Educational Leave

Upon satisfactory completion of at least three (3) years of employment with the Department, an Educational Leave of absence without pay may be granted to an officer not to exceed twelve (12) consecutive months. Course work shall be related to a law enforcement career. Requests shall be submitted to the Chief in writing and must be approved in advance by the Chief and the City Manager. No more than one (1) officer shall be granted educational leave at any one time. The granting or denial of such leave shall not be the subject of a grievance.

While on Educational Leave, without pay, additional leaves and seniority will not accrue. Payment of health insurance premiums will become the responsibility of the officer on leave and time on such leave shall count towards the officer's Cobra coverage period in the event the officer fails to return to active duty with the Department upon expiration of this leave.

If the officer desires to return to active duty with the Department the officer shall provide a written application for return to the Chief no later than sixty (60) days prior to the expiration of the leave period. Upon receipt of such application and for a period of sixty (60) days thereafter, the Chief will provide notice to the officer of any vacancies within the Department for which the officer is qualified. If the officer desires to apply for any such vacancy, the officer shall timely file an application which will be considered along with any other applications for the position. If the officer is selected to fill the position, the officer shall report to active duty within the time established and shall retain the seniority status in effect at the time the leave was granted. In the event the officer fails to apply for the position or is not selected to fill the position, such action shall be deemed as a voluntary resignation by the officer.

Article 16 - COMPENSATION

Section 16.1 - Adoption of Annual Pay Plans *(Amended 07-08, 09-10, 11, 12 & 13)*

Appendix IX, attached hereto, sets forth the base pay plan for the period from January 1, 2013 through the date of the expiration of this Memorandum on December 31, 2013.

Section 16.2 - Annual Pay Plan Step Increases *(Amended 07-08)*

A step advancement on the current pay plan will be awarded on the date of the officer's in rank anniversary, unless the officer has reached the maximum step. In the event of a demotion, the in rank anniversary date will be designated as the date the officer was demoted to the lower classification.

Section 16.3 - Promotional Placement *(Amended 07-08)*

In the event of promotion to a new pay classification (i.e. police officer to Detective or Corporal or Detective or Corporal to Sergeant) the officer will be placed on the promoted classification at the first step which results in not less than a two and one-half percent (2.5%) increase in pay for the promoted officer. Time being served in the new classification, in an acting role and consecutive to the promotional placement, will be considered in placing the promoted officer.

Section 16.4 - Special Duty Pay *(Amended 07-08)*

Officers employed in the following capacity will receive as special duty pay the following amounts, in addition to their base pay:

A. Bilingual Officer Ranking:

- 1) NOVICE 1%
- 2) INTERMEDIATE 3%
- 3) ADVANCED 5%
- 4) SUPERIOR 7%

- B. Canine Officer: ½ hour per day for daily care compensation, plus paid training time.
- C. Certified Instructor: paid training time
- D. Field Training Officer: One (1) hour extra per day spent training an assigned officer.

When Canine Duty and Field Training Officer Duty pay, as set forth above, is provided by award of additional paid work time, a good faith effort will be made not to furlough the additional paid time unless such action is required by budget limitations.

Section 16.5 - Educational Incentive *(Amended 07-08)*

Members of the Employee Unit who are or become eligible for the following educational pay incentive shall receive such incentive per pay period as follows below:

Education	Incentive Pay
Associates Degree or sixty (60) college hours from an accredited institution	\$0.29 per hour
Bachelors Degree or 124 college hours from an accredited institution	\$0.58 per hour
Graduate Degree (Masters) from an accredited institution	\$0.87 per hour

All academic degrees or college hours earned must be from an institution which has been accredited by the North Central Association Commission on Accreditation and School Improvement.

Members of the Employee Unit hired after December 31, 2006 shall only be reimbursed for degrees or hours associated with the Administration of Criminal Justice, a related field, or meet the requirements of the department as approved by the Chief in coordination with the Director of Human Resources.

Section 16.6 - Annual Bonus

If approved annually by the City Commission, each officer will receive fifty dollars (\$50.00) per calendar year worked up to a maximum of one thousand dollars (\$1,000.00).

Section 16.7 - Court Time *(Amended 08)*

Officers shall receive pay at the overtime rate for a minimum of two (2) hours or time actually worked, whatever is greater, for traffic or criminal court appearances arising from the officer's duties as a City of Dodge City Police Department officer, when they are required to appear as a witness for the City or State while off-duty. Officers who have multiple court appearances in a single day will receive the two (2) hour minimum on the first court appearance and a one (1) hour minimum for nonsequential court visits in the same day. Officers will not receive court time pay for appearances while on duty. Officers will not receive court overtime pay for a court appearance arising from off-duty employment. Flex time may be utilized in lieu of payment if the officer and his immediate supervisor can adequately arrange scheduling within the officers four (4) week, 28-day work cycle, with the Chief's approval.

Section 16.8 – Wellness Incentive *(Amended 07-08)*

The City shall provide membership to the Sheridan Recreation Facility to all members of the Employee Unit and their dependents. Dependents shall be classified as those qualified for coverage under the City Health Insurance criteria or eligible for classification as a dependent by the IRS for income tax purposes. The members of the Employee Unit shall be responsible to pay any fee for activities that are not included in the membership.

Article 17 - OVERTIME PAYMENT

Section 17.1 - Overtime Rate and Scheduling *(Amended 07 & 12)*

All officers shall receive one and one-half (1-1/2) times their regular rate of pay for work performed in excess of one hundred seventy-one (171) hours in the twenty-eight (28) day work cycle. Any officer called back to duty will receive a minimum of two (2) hours or time actually worked, whichever is greater. Flex time may be utilized in lieu of overtime payment if the Chief or his/her designee can adequately arrange scheduling within the same twenty-eight (28) day work cycle. Flex time shall not accrue beyond the twenty-eight (28) day work cycle during which the overtime hours were incurred.

Overtime within the Patrol Bureau will be based on necessity as determined by the Chief, and incurred only upon prior approval of the Chief or his/her designee. Assignment of overtime will be based on qualifications and experience needed and will be assigned at the discretion of the Chief or his/her designee.

Section 17.2 – On Call Pay for Detectives *(Amended 08 & 12)*

The Detective who is assigned to be on call during off-duty hours shall be paid an on call stipend in the amount of one hundred fifty dollars (\$150.00) for each week spent in on call status.

Article 18 - RETIREMENT AND PENSION FUND

All officers shall come under the Kansas Police and Fireman's Retirement System as set forth by the City of Dodge City, Kansas, Charter Ordinance and Kansas State Statutes.

Article 19 - PROFESSIONAL SERVICES

The City and the Lodge are in agreement that it is in the best interest of the Department that as many officers as possible participate in professional, educational, and training courses whenever the same are available.

No later than January 15th of each calendar year, the Lodge shall provide the Chief with a list of suggested training subjects desired by the Lodge. The provided list may be used as a guide in selecting those subjects to be selected by the Chief for approved training.

Approved training will be posted on a designated bulletin board as such becomes available. Officers may make the request for the posted training to their immediate supervisor for approval by the Chief.

Factors to be considered by the Chief in approving individual requests will include but not be limited to:

1. Education qualifications as may be required for admittance to a course.
2. Special technical training as may be required for admittance to a course.
3. The applicability of such course to the officer's present assignment.
4. Any established prerequisites or criteria that are recommended by the school, funding agency or the department.

5. The ability of the officer to utilize the training in an effective and efficient manner for the benefit of the department.

If all factors considered by the Chief are equal, seniority will prevail in determining officers to be sent to each such training course or seminar.

Article 20- UNIFORMS

Section 20.1 – Clothing – Uniform Allowance *(Amended 07)*

Any officer who is required to wear a uniform in the performance of her/her duties shall be provided with three (3) such uniforms, except patrol which shall be provided with five (5) such uniforms (see Appendix X) at the expense of the City. Replacement shall be at such time and in such amounts as the Chief and the City Manager may designate. Under most normal circumstances, City issued uniforms shall be worn while at work. Off duty use of uniforms is prohibited. Members of the Lodge will be allowed to wear a lapel sized pin on the class A uniform or Detective clothing representative of the Fraternal Order of Police.

City personnel who wear a uniform that may be directly associated with the City are not allowed to patronize any establishment that's primary business is serving alcoholic beverages while in that uniform, except, as conditions warrant, in the official performance of their duties.

The Detective's dress will be business professional, described as a collared shirt with dress slacks. On days the Detective will appear for court the dress will be a suit with a conventional tie for a male detective, female detectives dress will be a business suit or a professional style dress. Exceptions to this would be call outs and special details i.e., search warrants. Detectives shall be provided a lump sum five hundred dollars (\$500.00) clothing allowance per calendar year, to purchase appropriate clothing to comply with Department dress policy. The clothing allowance shall be provided in a separate payroll check from the Detective's regular pay. If an officer is promoted to Detective after the first of the year, the allowance shall be prorated.

Section 20.2 - Dry Cleaning of Officers Uniforms *(Amended 07)*

Officers in the Employee Unit who are provided a uniform by the City will continue to clean their uniforms at the dry cleaning facility contracted by the City at no cost to the officers. Officers who are issued class A uniforms will also have tailoring at this same dry cleaning facility at no cost to the officer.

Detectives shall receive a twenty dollar (\$20.00) per pay period allowance to dry clean their business professional work attire.

Article 21 – JOINT COMMITTEES

There shall be a joint uniform and equipment committee composed of two (2) officers appointed by the Chief and two (2) officers appointed by the Lodge. The Chairperson of the committee will be a commander chosen by the Chief. The purpose of the committee shall be to study, evaluate and make recommendations to the Chief concerning the purchase of new equipment/uniforms or the upgrading, utilization, maintenance, or upkeep of Department equipment/uniforms.

Article 22 - INSURANCE COVERAGE

Section 22.1 – Health and Life Insurance *(Amended 08)*

The City agrees, during the term of this Memorandum, to offer the program qualified officers of the Employee Unit the same medical plan(s), life insurance and Health Savings Account (HSA) contributions, which are made available to other program qualified City employees. The City reserves the right to make changes to the City health, life insurance and HSA plan at anytime. The City will provide the Lodge with an explanation of changes to the Medical, Dental, Life and HSA plans, prior to implementation.

Section 22.2 – Workers Compensation

All Lodge members are insured against accidents on the job through Worker's Compensation insurance. Lodge members injured on the job are covered by the Kansas State Worker's Compensation Act. This law provides specific benefits, the amount of which depends upon the seriousness of the injury or illness, for compensable job related injuries or contracting of a compensable occupational disease while employed with the City. A compensable work related injury or illness from an on the job activity will entitle the officer to the benefits of Worker's Compensation and injury leave in accordance with the Worker's Compensation Act and the policy of the City as discussed in Section 15.7 titled Injury Leave.

Any accidental injury, regardless of extent, should be reported immediately to the Immediate Supervisor to insure utilization of the benefits from Worker's Compensation. To initiate a claim, the following procedure is established:

- A. The officer shall immediately report any injury, regardless of extent, to his/her Immediate Supervisor.
- B. The Immediate Supervisor shall see to it that first aid is provided and, if necessary, the injured officer taken to the City's Designated Physician, or designated medical treatment facility.
- C. The Immediate Supervisor shall inform the Chief of the incident; whereupon the Chief shall notify the Director of Human Resources.
- D. The Chief shall confirm that an Accident Report form has been completed and submitted within twenty-four (24) hours of the accident or injury.

Officers are reminded that if an injury results from the officer's deliberate intention to cause such injury; or from the officer's willful failure to use a guard or protection against accident required pursuant to any statute and provided for the officer, or a reasonable and proper guard and protection voluntarily furnished the officer by the Department, any compensation in respect to that injury shall be disallowed.

The City will utilize a designated physician to treat all compensable work related injuries. The physician name will be provided to the Lodge President annually. The designated physician will also perform all employment physicals. For compensable work related injuries, the City shall no longer allow the officer to seek medical attention on their own. The designated physician must be seen first and can make subsequent referrals. In the event the officer does not see the designated physician, this will be considered unauthorized medical expenses and those expenses in excess of five hundred dollars (\$500.00) will be the responsibility of the officer. Unauthorized medical shall be used if the officer requests a second opinion and further coverage under workers compensation will only occur if we are administratively ordered to accept a different physician of record, according to KSA44-510h(b)(2).

The process shall be as follows:

- A. Non-emergency injuries or accidents where simple First Aid will not suffice:
 - 1. Inform Human Resources Office or Safety Director of the accident and transport to the physician.
 - 2. Human Resources Office or Safety Director will then notify Dr. Trotter's Office of the situation.
 - 3. Doctor will then treat officer.
 - 4. Officer will then be released by physician to:
 - a. return to work

- 1) with restrictions
- 2) with no restrictions

b. recommend when an officer may return to work.

5. Accident shall be investigated and reported formally to the Human Resources Office using the appropriate documentation.

B. Emergency

1. Transport to Western Plains Regional Hospital and inform admissions staff that this is a Worker's Compensation injury and that Dr. Trotter is the City's designated physician.

2. Notify Human Resources Office or Safety Director as soon as possible of situation.

3. Investigate accident and report as above.

C. The following are the supervisor's responsibilities in all injury/accident situations:

1. TRANSPORT officer to either designated physician or hospital

2. Inform Human Resources Office or Safety Director as soon as possible as to:

a. what happened

b. probable injury

3. INVESTIGATE and REPORT incident to Human Resources.

The supervisors and Human Resources shall then develop the temporary restricted duty work assignment if such is available.

In all situations, consult with the Human Resources Office if there are employment restrictions issued by the physician for a period of time in excess of three (3) days. We will need to determine if a temporary restricted duty work assignment needs to be made. Under this approach an officer who is injured need not be an officer of that Bureau for temporary restricted duty work assignment. Temporary restricted duty work should be used for work related injuries only. Assigning employees who were injured while off-the-job only increases the risk to the city regarding re-injury of the officer.

Temporary reassignment to restricted duty employment, may be utilized when available by the City when officers temporarily lose the ability to perform the essential functions of the position to which they hold an appointment, due to a compensable work related injury or accident. These provisions shall apply to officers utilizing injury leave.

A. Policy shall apply when an individual temporarily loses the ability to perform the position's essential functions, due to a compensable job related accident or illness.

- B. Policy does not apply to the loss of job qualifications due to other circumstances.
- C. Temporary reassignments shall be made when the injury or illness results in more than seven (7) days absence from the job.
- D. No reassignment shall be made without a physician's authorization to return to work, stipulating the restrictions of the type of employment duties that the officer may undertake at the time of the release.
- E. Temporary restricted duty work reassignment shall be made on the basis of Department need for such services. Temporary restricted duty work reassignment need not be confined to the current Bureau in which the officer is employed.
- F. Candidates for temporary restricted duty work reassignment must meet the minimum qualifications for the position to which they will be reassigned.
- G. Reassignment to a higher grade will be based on a physician's release to perform more strenuous work.
- H. Reassignment will continue until either the designated or authorized physician releases the officer to regular duty, or a final disability rating which restricts the duties or type of work the officer is capable of performing is established. In the latter instance, provisions of the ADA relating to reasonable accommodation and undue hardship shall apply.
- I. In the event that no light duty employment is available, the affected officer, shall utilize available injury leave according to Section 15.7. Once the injury leave is exhausted, the officer is still eligible under state statute for worker's compensation benefits.

In the event of permanent loss of the ability to perform essential functions of a position, the provisions set forth in the Americans with Disabilities Act (ADA) of 1991 shall apply.

Article 23 - STRIKES AND LOCKOUTS

The Lodge, on behalf of the Employee Unit, recognizes that the protection of the public health, safety and welfare are of paramount importance to the Employee Unit and the City. Therefore, during the life of this Memorandum the Lodge and all individual members of the Employee Unit, will not condone, nor encourage, nor instigate, nor participate in any work slowdowns, stoppages, or strikes, or any actions that are detrimental to the operations of the Department. The City agrees that it shall take no actions that constitute a lockout.

Article 24 - REDUCTION IN FORCE

If in the sole discretion of the City Manager, it is determined that a reduction in force is required, retention will be based on seniority. Individuals to be reduced are at the discretion of the City Manager.

Article 25 - MISCELLANEOUS PROVISIONS

Section 25.1 - Memorandum of Understanding Posting

A copy of the Memorandum of Understanding will be available at Police Headquarters. City will assist Lodge in preparation of copies for all members of the Lodge.

Section 25.2 - Civil Suits

In the event of a civil suit against an officer arising from the performance of his duties while acting within the scope of his employment, the City shall provide legal counsel and will indemnify the officer in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. (2010 supp.) 75-6101 et seq.

Section 25.3 - Officer's Rights to Personnel File

Officers who wish to inspect their Personnel file may do so by appointment during regular office hours of City Hall. All officer inspections of their Personnel file shall be in the presence of the Director of Human Resources or his/her designee. Officers may not remove the file from the Human Resources Office. Officers may not duplicate information found in the Personnel file, except under very rare conditions. The Director of Human Resources shall have the discretion to determine which information may be duplicated.

Section 25.4 - Bilingual Officers Certification

The certification process will be in compliance with the City's policy for all bilingual officers.

Although the Department shall pay those officers selected as Certified Bilingual Officers, any use of Certified Bilingual Officers will be at the discretion of the Department. Any Certified Bilingual Officer who is on duty shall be available for use at the direction of the Department. If a Certified Bilingual Officer declines a request to assist, then that officer may be removed from eligibility as a Certified

Bilingual Officer and shall not be paid or allowed to be on any Department list as such.

If the Department determines that an off-duty Certified Bilingual Officer is needed for duty, Certified Bilingual Officers should be offered the assignment based on qualification and merit. If an off-duty, paid, certified bilingual officer, not on an approved leave, declines to be called in for duty three (3) or more times in any consecutive twelve (12) month period, not including approved leave periods, then that officer may be removed from eligibility as a Certified Bilingual Officer for a period of time not to exceed twelve (12) months.

Section 25.5 - Smoke Free Workplace

Smoking by officers upon the Department's or City's premises or in Department owned, operated and controlled vehicles is prohibited except in designated areas. Any violations may subject officers to discipline.

Section 25.6 - Americans With Disabilities Act

Both parties are subject to the terms of the Americans with Disabilities Act (ADA).

Section 25.7 – Burial Expenses

The City agrees to defray the funeral and burial expenses, for any officer of the Department killed in the line of duty or who dies from an injury that is compensable through the City worker's compensation provider. The maximum defrayal will not exceed five thousand dollars (\$5,000.00).

Article 26 - UNIVERSALLY APPLICABLE CITY POLICIES

City ordinances, resolutions, policies, regulations, rules and practices which by their nature are universally applicable to all regular full-time employees shall govern the terms and conditions of employment of members of the Employee Unit unless specifically modified, amended, rescinded or changed by the provisions of the specific articles as set forth in this Memorandum.

The Employee Unit acknowledges and agrees that the City retains the sole right and authority to modify, amend or rescind any and all such universally applicable policies at any time, including the period of time this Memorandum remains in effect; provided, however, the City agrees that any such modification, amendment or rescission of any such City policies made by the City under this provision shall remain universally applicable to all City employees, including members of the Employee Unit, and will not discriminate against or single out members of the

Employee Unit for treatment different from other City employees, without the prior written approval of the Lodge. Timely notice of any such changes shall be provided to all officers within the Employee Unit.

Article 27 - ENTIRE MEMORANDUM OF UNDERSTANDING

It is expressly understood that all matters not included in this Memorandum of Agreement are by intention and design specifically excluded and by agreement of the parties fall within the powers, duties, and responsibilities of the Department and the City.

Article 28 - SAVINGS CLAUSE

Should any term or provision of this Memorandum be in conflict with any state or federal statute, or other applicable law or regulation binding upon Dodge City, Kansas, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Memorandum will continue in full force and effect.

If any article or section of this Memorandum shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of the Memorandum shall not be affected thereby. The parties shall then enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 29 - DURATION *(Amended 07-08, 11 & 12)*

In the event either the City or the Lodge desires to include as part of any subsequent Memorandum of Agreement, any condition of employment as defined in K.S.A. 75-4322 (f), or desires to modify, amend or rescind any provision of this Memorandum as part of a subsequent memorandum other than items contained in Article 8 Hours of Work and Article 16 Section 1 Compensation, Adoption of Annual Pay Plans, such party shall provide written notice to the other of items to be considered for negotiation on or before February 1 immediately preceding the expiration date of this Memorandum. The Chief Negotiator and the Director of Human Resources shall meet and both shall agree to negotiate any additional items

other than Article 8 and Article 16. Agreement to negotiate such items shall not be unreasonably withheld. Upon timely receipt of such notice and agreement of additional items, the parties shall then meet and confer in an effort to reach agreement on the noticed proposal(s) within the provisions of the PEER Act.

The terms and conditions set forth in this memorandum shall take effect as of January 1, 2012 and shall expire at midnight on December 31, 2012.

IN WITNESS WHEREOF, said parties have caused this agreement to be signed on the ____ day of _____, 20__, by their duly authorized officers.

FRATERNAL ORDER OF
POLICE LODGE #49

CITY OF DODGE CITY

By: _____
Robert Stein, Lodge President

By: _____
Rick Sowers, Mayor

ATTEST:

ATTEST:

Orlando Villasenor, Lodge Vice-President

Nannette Pogue, City Clerk

APPENDICES

APPENDIX I – POLICE SERGEANT

CLASS TITLE: Police Sergeant

FLSA Status: Partially Exempt

ACCOUNTABLE TO: Police Lieutenant

FAMILY: Public Safety

PRIMARY OBJECTIVE OF POSITION: Under general supervision, performs and serves as supervisor in patrol on the street, or special assignments in the protection of life and property; supervises others in the absence of the Lieutenant; performs special investigative duties.

MAJOR AREAS OF ACCOUNTABILITY AND PERFORMANCE:

MAJOR DUTIES: Performs a variety of duties in patrolling, investigating, controlling traffic and communications; serves as supervisor of shift, or performs specialized work; assigns street officers to beats; assists in giving pre-shift briefing; directs traffic; serves warrants and subpoenas; performs crowd control; responds to family and public disputes; writes press releases; schedules shift; performs primary and follow-up investigations of crimes involving adults and juveniles; evaluates subordinates; assures departmental rules and policies are carried out; collects and preserves evidence; presents testimony in court; investigates major traffic accidents and complaints; provides escort services; interviews and obtains statements from suspects, witnesses and complainants; assists other agencies; monitors condition of equipment and fleet; trains and instructs police personnel in investigation and patrol duties; reviews reports of police officers for completeness and clarity.

MARGINAL DUTIES: Makes presentations to schools and civic groups; performs related duties as required.

SPECIFIC CHARACTERISTICS:

Work varies requiring individual judgment within prescribed standards and procedures; prepares reports of own activities and investigative and operational reports; works regularly with confidential information; uses and oversees materials and equipment; handles small amounts of funds; contact with fellow employees and the public is frequent and requires considerable tactfulness; work requires occasional contact with undesirable physical conditions; hazards, including exposure to erratic humans, requires care and use of proper safety equipment and procedures to prevent injuries.

PHYSICAL AND SENSORY REQUIREMENTS:

Ability to perform moderate physical work, to lift 50 pounds, and to lift and carry up to 25 pounds; ability to restrain a person.

Ability to stand, walk, sit, ride, climb, bend, kneel, crawl, twist, reach, grasp, push, pull and perform similar body movements.

Possess hand/eye/foot coordination adequate to operate a computer, fire arms, hand tools, a bicycle, and a vehicle.

CLASS TITLE: Police Sergeant (cont.)

Ability to talk and hear in person, by telephone, and by two-way radio.
Ability to see and read instructions, characters on a computer screen, documents, manuals, observe on patrol and to investigate scenes of incidents.

SUPERVISION - RESPONSIBILITY FOR WORK OF OTHERS: Serves as supervisor on a shift and as shift commander in the absence of the Lieutenant; may lead detective operation.

EDUCATION, TRAINING AND EXPERIENCE REQUIREMENTS: Any combination of education and experience equivalent to an associate degree in Criminal Justice or a related field plus three years of experience as a Police Officer, including advanced training and proven proficiency; possession of a valid driver's license; must possess a current State Law Enforcement Certification; must maintain certification in all areas as required.

EXAMPLES OF PERFORMANCE CRITERIA AND QUALIFICATIONS:

ESSENTIAL FUNCTIONS:

Maintains and applies knowledge of current departmental policies, rules, procedures, instructions, laws, regulations and police literature.
Effectively assigns personnel to beats in the protection of life and property and maintains peace and order.
Prepares complete and accurate reports and records; provides complete information; review of officer's reports are thorough.
Maintains and oversees operations properly and effectively; effectively leads and trains new employees.
Performs effective and proper investigations of crimes and major traffic incidents; collects, preserves, prepares and presents evidence from crime scenes; interrogates suspects and prisoners and interviews witnesses.
Maintains and exhibits discretion and integrity at all times when handling confidential data.
Follows and demonstrates proper safety procedures.
Deals tactfully and effectively with the public and speaks clearly and concisely.
Effectively and properly analyzes situations and adopts a quick, effective and reasonable course of action giving due regard to the hazards and circumstances of each situation.
Maintains physical condition and agility to perform essential functions of job.
Maintains a keen observation and ability to remember names, faces, and details of incidents.
Establishes and maintains effective working relationships with employees, superiors, other agencies and the public.

DICTIONARY OF OCCUPATIONS: # - 375.133-010 Title: Patrol Sergeant

APPENDIX II – POLICE CORPORAL

CLASS TITLE: Police Corporal

FLSA Status: Partially Exempt

ACCOUNTABLE TO: Police Sergeant

FAMILY: Public Safety

PRIMARY OBJECTIVE OF POSITION:

Under close supervision, this position is an officer in training for supervisory responsibility. Performs and serves as a lead worker in patrol on the street, or during special assignments in the protection of life and property; may supervise others in the absence of the Sergeant and Lieutenant; may perform special investigations or other duties as required. Work varies requiring individual judgment within prescribed standards and procedures.

MAJOR AREAS OF ACCOUNTABILITY AND PERFORMANCE:

MAJOR DUTIES: Operates an automobile in patrolling an assigned area for the prevention of crime and the enforcement of traffic laws and regulations; responds to radio and telephone dispatches and appears at scenes of disorder or crime; notes and reports traffic hazards; controls traffic at scenes of emergencies; investigates and prepares reports on offenses, accidents, and damages to property; checks businesses; gives directions and information; makes arrests; issues citations; serves warrants and subpoenas; gives verbal warnings; prepares reports on arrests and property impounded; directs traffic; books prisoners; inspects to assure property protection; inspects establishments providing alcohol beverages and entertainment; intervenes in private or public disputes to protect the public and maintain order; testifies in court; transports prisoners; performs initial and follow-up investigations of crimes involving adults and juveniles; investigates complaints; interrogates witnesses and suspects; issues citations for parking and moving violations; assists fire department, ambulance service, and other agencies; impounds and tags evidence; escorts parades and processions; uses initiative and discretion through judgment; assists in assigning patrol officers to beats; assists in giving pre-shift briefings; assures departmental rules and policies are carried out;

MARGINAL DUTIES: Speaks before school and civic groups as required; serve in specialty areas or as instructors as assigned; performs related duties as assigned.

SPECIFIC CHARACTERISTICS:

Work varies requiring individual judgment within prescribed standards and procedures; initiates routine operational and unit reports; prepares reports of own activities and investigation and operational reports; works regularly with confidential information; uses and oversees materials and equipment; handles funds of a small amount; contact with fellow employees and the public is frequent requiring a high degree of tact, diplomacy and good judgment to cope with stress situations in a manner which will command public respect; duties require work to be performed in undesirable physical conditions in which erratic humans are frequently encountered; hazards include the need to physically control humans, requiring constant safety considerations in the performance of duties.

PHYSICAL AND SENSORY REQUIREMENTS:

Ability to perform moderate physical work, to lift 50 pounds, and to lift and carry up to 50 pounds, but occasionally 100 pounds; ability to restrain a person.

Ability to stand, walk, sit, ride, climb, bend, kneel, crawl, twist, reach, grasp, push, pull, and perform similar body movements.

Possess hand/eye/foot coordination adequate to use office equipment, investigative equipment, firearms, and operate a vehicle.

Ability to talk and hear in person, by telephone, and by two-way radio.

Ability to see and read instructions, characters on a computer screen, manuals and patrol procedures and activities.

SUPERVISION - RESPONSIBILITY FOR WORK OF OTHERS:

Serves as the lead worker of a team or group on a shift and in the absence of the Sergeant and Lieutenant.

EDUCATION, TRAINING AND EXPERIENCE REQUIREMENTS:

Requires completion of high school education or G.E.D.; valid driver's license; ability to maintain State law enforcement certification and required in-service training; minimum of three years of continuous service as a sworn police officer.

EXAMPLES OF PERFORMANCE CRITERIA AND QUALIFICATIONS:**ESSENTIAL FUNCTIONS:**

Effectively supervises and motivates personnel in the absence of the Sergeant and the Lieutenant; effectively performs shift supervisor/commander duties in the absence of the Sergeant and the Lieutenant.

Effectively instructs and trains subordinate personnel.

Maintains and applies knowledge of current departmental policies, rules, procedures, instructions, laws, regulations and police literature.

Trains in, maintains and applies knowledge of current departmental policies, procedures, rules, instruction, laws, regulations and police literature; complies with departmental policies and procedures.

Maintains and applies current knowledge of safe and proper use of firearms and weapons.

Effectively patrols assigned area deterring and detecting crimes.
Effectively and properly controls crime, traffic, or emergency scenes.

Conducts investigations properly and effectively; reports are complete and clear.
Properly serves civil processes.

Effectively maintains peace and order in assigned areas.

Effectively and properly interrogates suspects and prisoners.

Analyzes situations and adopts a quick, effective, and reasonable course of action giving due regard to surrounding hazards and circumstances of each situation.

Maintains physical condition and agility to perform essential functions.

Deals tactfully and effectively with the public.

Speaks clearly and precisely before groups.

Follows and demonstrates proper safety procedures at all times.

Establishes effective working relationships with fellow employees, superiors, personnel of other agencies, and the public.

APPENDIX III - DETECTIVE

CLASS TITLE: Detective

FLSA Status: Partially Exempt

ACCOUNTABLE TO: Police Sergeant or other supervisor

FAMILY: Public Safety

PRIMARY OBJECTIVE OF POSITION: Under general supervision, performs specialized work investigating criminal offenses and related problems. Work involves duty in plainclothes and requires discretion and specialized knowledge to investigate and detect crime. Assignments are received from higher ranked officers. Advice is available from supervisors on unusual situations and work is reviewed through inspection and a review of reports.

MAJOR AREAS OF ACCOUNTABILITY AND PERFORMANCE:

MAJOR DUTIES: Gathers information and evidence to arrest persons alleged to have committed a crime; Visits crime scenes, searches for and preserves evidence, investigates clues and searches for and apprehends violators; performs work in accordance with rules and procedures but the employee must exercise independent judgment; Interview suspects, prisoners, complainants and witnesses; Makes regular inspections of beer parlors, bowling alleys, dance halls and other places where vice may be discovered; Makes specialized vice investigations and raids and apprehends violators. Checks pawnshops and secondhand stores for stolen property; Appears in court to present evidence and testify as required; Composes reports of investigations , arrests, property and evidence impoundment, etc.; And, assists fire department with arson investigations.

MARGINAL DUTIES: The examples of work performed are not intended to be all-inclusive. The City of Dodge City reserves the right to assign or delegate additional and/or related duties as needed. Speaks before school and civic groups as required; senior officers serve in specialty areas or as instructors as assigned.

SPECIFIC CHARACTERISTICS:

Work varies requiring individual judgment within prescribed standards and procedures; prepares reports of own activities and investigation reports; works regularly with confidential information; responsible for equipment and materials; handles small amounts of funds; contacts with the public are varied and continual; communications requires a high degree of tact, diplomacy and good judgment to cope with stress situations in a manner which will command public respect; hazards, including the need to physically control humans, requires constant safety considerations in the performance of duties.

PHYSICAL AND SENSORY REQUIREMENTS:

Ability to accurately and effectively discharge a rifle, shotgun, and handgun with the left and right hands.

Ability to subdue a violent and/or uncooperative person by methods requiring physical force.

Ability to drag or carry an average adult of about 160 pounds, a distance of fifteen to twenty feet away from danger.

Ability to distinguish colors accurately.

Ability to perform moderate/heavy physical work, to lift 75 pounds, and to lift and carry up to 50 pounds, but occasionally 100 pounds; ability to restrain a person.

Ability to stand, walk, sit, ride, climb, bend, kneel, crawl, twist, reach, grasp, push, pull and perform similar body movements.

Possess hand/eye/foot coordination adequate to operate office equipment, side arms, and a vehicle.

Ability to talk and hear in person, by telephone, and by two-way radio.

Ability to see and read instructions, characters on a computer screen, manuals and observe activities on assigned beat.

SUPERVISION - RESPONSIBILITY FOR WORK OF OTHERS: Normally none, but may be lead other employees at crime scene investigation until relieved by supervisor.

EDUCATION, TRAINING, AND EXPERIENCE REQUIREMENTS: A combination of experience and training which include: one year of experience as a commissioned Dodge City Police Officer. Any equivalent combination of experience and training. Offers of employment may be made contingent upon passing a pre-employment physical and/or drug screening, upon satisfactory evaluation of a psychological examination, and upon satisfactory evaluation of the results of a police records check.

Possession of and ability to maintain a valid Kansas driver's license. Ability to maintain State law enforcement certification.

EXAMPLES OF PERFORMANCE CRITERIA AND QUALIFICATIONS:

ESSENTIAL FUNCTIONS:

Trains in, maintains and applies knowledge of current departmental policies, procedures, rules, instruction, laws, regulations and police literature; complies with city and departmental policies and procedures.

Maintains and applies current knowledge of safe and proper use of firearms and weapons.

Effectively and properly controls crime, traffic, or emergency scenes.

Maintains Considerable knowledge of the principles and practices of law enforcement.

Maintains Considerable knowledge of pertinent Federal and State laws and City ordinances.

Knowledge of geography of the city and location of major buildings and landmarks.

Ability to react quickly and calmly in emergencies.

Ability to effectively plan, organize, and supervise the work of others.

Ability to use independent judgment in conditions not covered by policy or previous practice.

Ability to communicate clearly and effectively in oral and written form.

Ability to develop and maintain effective relationships with associates, employees of other departments, representatives of outside agencies, and the public.

An employee shall not pose a direct threat to the Health or safety of other individuals in the workplace.

Conducts investigations properly and effectively; reports are complete and clear.

Properly serves civil processes.

Effectively maintains peace and order in assigned areas.

Effectively and properly interrogates suspects and prisoners.

Analyzes situations and adopts a quick, effective, and reasonable course of action giving due regard to surrounding hazards and circumstances of each situation.

Maintains physical condition and agility to perform essential functions.

Deals tactfully and effectively with the public.

Speaks clearly and precisely before groups.

Follows and demonstrates proper safety procedures at all times.

Establishes effective working relationships with fellow employees, superiors, personnel of other agencies, and the public.

APPENDIX #IV – POLICE OFFICER

CLASS TITLE: Police Officer

FLSA Status: Partially Exempt

ACCOUNTABLE TO: Police Sergeant or other supervisor

FAMILY: Public Safety

PRIMARY OBJECTIVE OF POSITION: Under general supervision, patrols an assigned beat and investigates incidents in the enforcement of law and order in the protection of life and property.

MAJOR AREAS OF ACCOUNTABILITY AND PERFORMANCE:

MAJOR DUTIES: Operates an automobile in patrolling an assigned area for the prevention of crime and the enforcement of traffic laws and regulations; responds to radio and telephone dispatches and appears at scenes of disorder or crime; notes and reports traffic hazards; controls traffic at scenes of emergencies; investigates and prepares reports on offenses, accidents, and damages to property; checks businesses; gives directions and information; makes arrests; issues citations; serves warrants and subpoenas; gives verbal warnings; prepares reports on arrests and property impounded; directs traffic; books prisoners; inspects to assure property protection; inspects establishments providing alcohol beverages and entertainment; intervenes in private or public disputes to protect the public and maintain order; testifies in court; transports prisoners; performs initial and follow-up investigations of crimes involving adults and juveniles; investigates complaints; interrogates witnesses and suspects; issues citations for parking and moving violations; assists fire department, ambulance service, and other agencies; impounds and tags evidence; escorts parades and processions; uses initiative and discretion through judgment.

MARGINAL DUTIES: Occasionally serves as dispatcher; speaks before school and civic groups as required; senior officers serve in specialty areas or as instructors as assigned; performs related duties as assigned.

SPECIFIC CHARACTERISTICS:

Work varies requiring individual judgment within prescribed standards and procedures; prepares reports of own activities and investigation and operational reports; works regularly with confidential information; responsible for equipment and materials; handles small amounts of funds; contacts with the public are varied and continual; communications requires a high degree of tact, diplomacy and good judgment to cope with stress situations in a manner which will command public respect; hazards, including the need to physically control humans, requires constant safety considerations in the performance of duties.

PHYSICAL AND SENSORY REQUIREMENTS:

Ability to perform moderate/heavy physical work, to lift 75 pounds, and to lift and carry up to 50 pounds, but occasionally 100 pounds; ability to restrain a person.
Ability to stand, walk, sit, ride, climb, bend, kneel, crawl, twist, reach, grasp, push, pull and perform similar body movements.

Possess hand/eye/foot coordination adequate to operate office equipment, side arms, and a vehicle.

Ability to talk and hear in person, by telephone, and by two-way radio.

Ability to see and read instructions, characters on a computer screen, manuals, and observe activities on assigned beat.

SUPERVISION - RESPONSIBILITY FOR WORK OF OTHERS: Normally none.

EDUCATION, TRAINING, AND EXPERIENCE REQUIREMENTS: Requires completion of high school education or G.E.D.; valid driver's license; ability to obtain State law enforcement certification and in-service training within one year of appointment.

EXAMPLES OF PERFORMANCE CRITERIA AND QUALIFICATIONS:

ESSENTIAL FUNCTIONS:

Trains in, maintains and applies knowledge of current departmental policies, procedures, rules, instruction, laws, regulations and police literature; complies with departmental policies and procedures.

Maintains and applies current knowledge of safe and proper use of firearms and weapons.

Effectively patrols assigned area deterring and detecting crimes.

Effectively and properly controls crime, traffic, or emergency scenes.

Conducts investigations properly and effectively; reports are complete and clear.

Properly serves civil processes.

Effectively maintains peace and order in assigned areas.

Effectively and properly interrogates suspects and prisoners.

Analyzes situations and adopts a quick, effective, and reasonable course of action giving due regard to surrounding hazards and circumstances of each situation.

Maintains physical condition and agility to perform essential functions.

Deals tactfully and effectively with the public.

Speaks clearly and precisely before groups.

Follows and demonstrates proper safety procedures at all times.

Establishes effective working relationships with fellow employees, superiors, personnel of other agencies, and the public.

DICTIONARY OF OCCUPATIONS: # - 375.263-014 Title: Police Officer I

APPENDIX #V – DETECTIVE SERGEANT

Job Title: Detective Sergeant
Exempt: No
Reports To: Police Lieutenant – Detective Bureau Commander
Department: Police
Date: April, 2009

JOB SUMMARY

The job duties of the Detective Sergeant include but are not limited to the day to day operations and minimal supervision of the Detective Bureau; carries a case load and oversees the transfer of cases to the County Attorney; responds to and supervises activities in the field such as crime scenes, critical incidents, and investigations.

DUTIES AND RESPONSIBILITIES

The following are the performance expectations of the City along with examples of how the expectation relates to the position of a Detective Sergeant. This is not an exhaustive list of job responsibilities and therefore, other duties may be assigned:

On-going Improvement

Job Knowledge & Effectiveness

Expectation to:

- Investigates criminal cases assigned.
- Checks and processes the paperwork turned in by detectives.
- Assists other detectives and patrol officers with criminal investigations.
- Responds to and supervises the processing of crime scenes and critical incidents.

Supports the operations of the department by:

- Demonstrates ability to plan, complete tasks and monitor results within established deadlines.
- Effectively applying knowledge to solve a range of problems.
- Following department policies on a consistent basis.
- Performs job responsibilities consistently, timely, cost-effectively, ensuring customer satisfaction.
- Making decisions regarding the efficient and cost-effective way to perform job responsibilities.
- Identify and understand issues, problems, and opportunities and takes action consistent with available facts and probable consequences.
- Adjusts to changing conditions; accepts new duties and responsibilities with a positive attitude.

Customer Focus

Demonstrates concern for satisfying customers:

- Assists citizens by answering questions, and explaining the responsibilities of the department.
- Responds accurately to general knowledge questions from the public.
- Maintains professional manner when a resident or customer has a complaint or problem.
- Respects the confidentiality of information or concerns shared by others.
- Is honest and forthright with people.

Demonstrates ability to develop, maintain, and strengthen partnerships with others inside and outside the organization:

- Establishing acceptable customer service guidelines for employees to adhere to.
- Assists residents in a respectful, friendly manner when approached with questions.
- Assists in the resolution of customer complaints, concerns, or service needs.
- Attempts to build relationships with people whose assistance, cooperation, and support may be needed.
- Recognizes the business concerns of others and attempts to foster City-Community partnerships.

Adaptability, Innovation & Continuous Learning

Ensures that the vision, mission and values of the City are represented when performing the functions of a Detective Sergeant:

- Is proactive in ensuring that job responsibilities meet the vision, mission, and values of the organization.
- Weigh the costs, benefits, risks and chances for success in making a decision.
- Anticipates possible problems and develops contingency plans in advance.
- Takes responsibility for own mistakes does not blame others.

Demonstrates ability to support organizational changes needed to improve the organization's effectiveness;

- Initiating and implementing new methods, approaches or technologies.
- Works cooperatively with others to produce innovative solutions.
- Demonstrates openness to new organizational structures, procedures and technology.

Takes responsibility for one's own performance:

- Takes initiative and responsibility for ensuring continual updating of skills and education necessary for the position.
- Promptly notifies Police Lieutenant – Detective Bureau Commander about any problems that affect his/her ability to accomplish planned goals.
- Maintains all licenses, certifications, etc. as well as continue to learn new techniques and methodologies related to their field.

Honesty, Integrity & Respect

Fosters teamwork with coworkers; act as a team leader; and develop and demonstrate interest in getting groups to learn to work together.

- Listens and responds constructively to other team members.
- Is patient with other team members, administration, and customers.
- Expresses disagreement constructively e.g., emphasizing points of agreement, suggesting alternatives that may be acceptable to the group.
- Cross-trains in other areas of the Police Department as appropriate. Assists in other departments when needed.
- Treats all members of the team, department, City and Community with respect, ensuring cultural differences are respected.
- Ensuring that all work is performed equally among team members, each taking responsibility for jobs that many not be desirable duties.

Safety

Ensures that all activities are carried out in a safe manner; adhering to all City safety regulations:

- Ensures that the City's equipment is safely operated and driving laws are obeyed.
- Ensures all regulations pertaining to the safe use of equipment are understood and followed.
- Reports all accidents to the appropriate individual. Follows all policies for reporting, investigating, and follow-up of equipment incidents, or personal injuries.

Supervisory Responsibilities

Supervise employees by:

- Ensuring that employees understand how work related to the City's mission.
- Prepares employee evaluation instruments and assists in employee development.
- Approves vacation/sick time.
- Instructs and trains in methods and procedures.
- Stays informed regarding employee's progress and performance.

- Recognizes and acknowledges employees for their contributions.
- Allows employees latitude to make decisions within their technical experience.
- Communicates with supervisor(s) regarding performance issues and performance improvement measures.

Fosters confidence in employees' by:

- Providing employees with challenging new tasks.
- Delegating significant responsibility and authority;
- Encouraging employees to make decisions and solve problems.
- Provides helpful, behaviorally specific feedback to employees.
- Shares information, advice, and suggestions to assist others in being successful; provides successful coaching.
- Regularly meets with employees to review their development progress.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required at the time of hire or for the continuation of employment.

EDUCATION AND/OR EXPERIENCE

- High School Diploma or equivalent
- Minimum of one (1) years of supervisory police experience with the DCPD at a rank no lower than Corporal.
- Minimum of four (4) years experience as a commissioned police officer at least two (2) of which were with DCPD.
- KLETC Certification.
- A valid Kansas motor vehicle operator's license.
- Good driving record.

SKILLS AND ABILITIES

- Ability to maintain a professional manner when dealing with the public.
- Ability to take control of situations, dictating subordinate activities in a responsible manner.
- Ability to respond to complaints and grievances.
- Ability to comprehend, retain and apply City and state policies and legislation, i.e. City ordinances, procedure manuals, etc.
- Ability to operate various types of equipment – standard office equipment, computer and related software. Two-way Radio. Other equipment/apparatus could be required.

LANGUAGE SKILLS

- Ability to communicate effectively with other members of the staff, supervisor, and the public.
- Ability to communicate in both written and verbal form.
- Ability to develop, interpret and implement City policies and procedures; written instructions, general correspondence; Federal, State, City, and local regulations; MSDS sheets, safety manuals; and warning labels.

MATHEMATICAL SKILLS

- Ability to calculate basic mathematical calculations.

REASONING ABILITY

- Ability to respond to complaints and grievances posed by the public.
- Ability to define problems and deal with a variety of situations.
- Ability to think quickly, maintains self-control, and adapt to stressful situations.
- Ability to use good judgment and effectively solve problems.

PHYSICAL AND WORK ENVIRONMENT

The physical and work environments described are representative of those that must be met by an employee to successfully perform the function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these functions.

Physical Environment:

- The duties of this job include physical activities such as stooping, kneeling, standing, reaching, walking, lifting and/or move (up to 50 pounds), grasping, talking, hearing/listening, seeing/observing, and repetitive motions.
- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus.

Work Environment:

- Work is performed both indoors and outdoors often in cold or inclement weather.
- Work is performed during all hours of the day and night including on weekends and holidays.
- Performance of some tasks exposes Detective Sergeant to the possibility of physical injury, to hazardous materials and to violent or disturbed individuals.

APPENDIX #VI - IDENTIFICATION OF GENERAL APPTITUDES AND PHYSICAL REQUIREMENTS

Job title: Police Officer (all sworn positions) **Dept:** Police **Division:** All

The Americans with Disabilities Act requires that we identify the general aptitudes and physical requirements needed to perform the job listed above. Individuals employed in the position must be able to perform all essential job functions with or without reasonable accommodation.

1. Mental Abilities: General learning ability. The ability to “catch on” or understand instructions and underlying principals.

- (X) Ability to understand and follow oral instruct
- (X) Ability to understand and follow written instruction
- (X) Ability to guide and/or give instruction
- (X) Ability to make decisions in accordance with established policies and procedures
- (X) Ability to make appropriate decisions with no established guidance. Ability to analyze situations, utilizing logic, experience, creativity and information to develop solutions
- Not essential to job functions

2. Communication Abilities: Ability to understand meanings of words and ideas associated with them and to use them effectively. To comprehend language, to understand relationships between words and to understand the meanings of whole sentences and paragraphs. To present information and ideas clearly.

a. Speaking/Talking:

- (X) Communicate by telephone/radio
- (X) Communicate with general public
- (X) Communicate with coworkers
- Not essential to job function

b. Hearing/Listening:

- (X) In environments with minimal distractions and background noise
- (X) In environments with distractions and background noise
- Not essential to job function

c. Reading: Ability to read and understand text

- (X) Essential to job function
- Not essential to job function

3. Numerical Abilities: Ability to perform mathematical operations quickly and accurately.

- (X) Ability to mentally perform accurate two digit calculations
- (X) Ability to perform accurate calculations aided by calculator, adding machine or measurement device
- Not essential to job function

4. Spatial Abilities: Ability to comprehend forms in space and understand relationships of plane and solid objects. May be used in such tasks as blue print reading and in solving geometric problems. Frequently described as the ability to visualize objects of two or three dimensions or to think visually of geometric forms.

- Essential function
- (X) Not essential to job function

5. Motor Coordination: Ability to coordinate eyes and hands or fingers rapidly and accurately in making precise movements with speed. Ability to make a movement response accurately and quickly.

a. Manual Dexterity: Ability to move the hands easily and skillfully. To work with the hands in placing and turning motions.

- (X) Use telephone (X) Use radio/console (X) Use calculator
- (X) Use office machinery (fax, copier etc)
- (X) Use computer keyboard and mouse
- Use hand tools Use power tools
- (X) Other Firearms, taser, handcuffs, defensive tactics etc.

Not essential to job function

b. Finger Dexterity: Ability to move the fingers and manipulate small objects with the fingers rapidly and accurately.

- (X) Essential to job function
- Not essential to job function

Explain: Load and operate firearms under stress, collect evidence

6. Physical Demands:

a. Strength: The quality, state or property of being strong. The power to withstand strain, force or stress

Please check (X) in appropriate boxes below.

Ability to Manipulate Materials/Equipment	Lbs.	Frequency of Manipulation		
		Occasionally	Frequently	Continuously
Lift	0-5			X
	5-10			X
	10-15		X	
	15-25		X	
	25-50	X		
	50+	X		
Push/Pull	0-5		X	
	5-10		X	
	10-15		X	
	15-25		X	
	25-50	X		
	50+	X		
Hold/Carry	0-5			X
	5-10			X
	10-15		X	
	15-25	X		
	25-50	X		
	50+	X		

Manipulation done from (check all that apply): (X) ground to waist (X) waist level (X) waist to shoulder
(X) above shoulder

Not essential to job function (check all that apply): Lift Push/Pull Hold/Carry

b. Climbing: To move or mount by using the feet and hands.

<u>Ladders</u>	<u>Stairways</u>	<u>Steps</u>
(X) step stool	1 flight	1-2
(X) 8' to 10' step ladder	2 flights	2-3
(X) extension ladder	(X) 3 or more flights	3-4
(X) other <u>walls & fences</u>	other _____	(X) other <u>see stairways</u>
Not essential to job	Not essential to job	Not essential to job

c. Ability to Stand, Sit, Walk and Run:

Please check (X) in appropriate boxes below

Duration (hours/day)	Occasionally	Frequently	Continuously

	0-1	1-3	3-5	5-7	7-9	9+			
Stand			X				X		
Sit						X		X	
Walk		X					X		
Run	X						X		

If walking or running, over what type of terrain? flat rough (X) both

Not essential to job function (check all that apply): Stand Sit Walk Run

d. Stooping, Kneeling, Crouching and/or Crawling: To bend forward and down from the middle of the waist or the middle of the back, to bend downwards, to lower oneself and/or to move freely on hands or knees.

Daily Amounts

0-5x (X) 5-20x 20-50x 50+x Other _____

Not essential to job function

e. Reaching, Handling, Fingering and/or Feeling: To stretch out, extend or put forth an arm. To touch or grasp something by extending or stretching. To touch, lift, hold or operate with the hands.

Daily Amounts

0-5x 5-20x (X) 20-50x 50+x Other _____

Not essential to job function

7. Seeing: To perceive or comprehend by the sense of sight.

Essential to job function (check all that apply):

- (X) Peripheral vision
 - (X) Night vision
 - (X) Focus (distinctness or clarity)
 - (X) Color perception (discriminate between colors)
 - (X) Depth perception (determine distance relationships between objects)
- Not essential to job function

APPENDIX #VII - DCPD PROMOTIONAL TESTING POLICY (Modified October 4, 2010) *(Amended 07-08 & 10)*

TRAINING REQUIREMENTS

214.01 To be eligible to take any promotional examination, an officer must have sixty (60) approved KLETC accredited training hours as required for each promotable position. Officers completing the sixty (60) approved KLETC accredited hours shall send a transcript of the applicable training to the Training Section Commander.

214.02 To meet the sixty (60) hour requirement, officers must receive training in all of the areas listed below, or may take other courses if prior approval of the Chief of Police is obtained. Officers must complete all courses in order to receive credit towards this requirement.

Sergeant and Lieutenant

- Basic Supervision
- Advanced supervision
- Leadership
- Ethics
- Community policing

Corporal

- Basic Supervision
- Leadership
- Ethics
- Community Policing

Detective

- Crime scene investigation
- Fingerprinting (collection and preservation)
- Interview and Interrogation
- Photography

214.03 The Training Section Commander will assess the validity of any such hours earned and will review the training transcripts from all candidates for promotion and send his/her recommendation to the Chief of Police for approval. If an officer wants to grieve the decision for acceptable hours, the officer shall send an Officer's Report [through channels] to the Chief of Police. The report shall contain a list of courses and supporting documentation that he/she believes meet the requirements of Section 214.02.

DETECTIVE PROMOTIONAL PROCESS:

214.04 To begin the process for placement on the eligibility list for Detective, officers must meet the following criteria prior to or during the next promotional cycle:

Three (3) years of experience as a commissioned police officer, one (1) years being with the Dodge City Police Department, and the required training as listed in Section 214.02.

CORPORAL PROMOTIONAL PROCESS

214.05 To begin the process for placement on the eligibility list for Corporal, officers must meet the following criteria prior to or during the next promotional cycle:

Three (3) years of experience as a commissioned police officer, one (1) years being with the Dodge City Police Department, and the required training as listed in Section 214.02.

SERGEANT PROMOTIONAL PROCESS:

214.06 To begin the process for placement on the eligibility list for Sergeant, a candidate must have a minimum of one year as a corporal or two years as a Detective with the Dodge City Police Department, time spent as an "acting" detective, corporal or sergeant (as defined in Section 9.2,) will be considered as time served towards the completion of the requirements to test for the position of sergeant. In addition, the following criteria must be met prior to or during the next promotional cycle:

Four (4) years of experience as a commissioned police officer, two (2) years being with the Dodge City Police Department, and the required training as listed in Section 214.02.

LIEUTENANT PROMOTIONAL PROCESS:

214.07 To begin the process for placement on the eligibility list for Lieutenant, a candidate must have a minimum of two years in a supervisory position as a commissioned officer with the Dodge City Police Department, at the rank of Sergeant or above; time spent as an "acting" sergeant or lieutenant (as defined in Section 9.2,) will be considered as time served towards the completion of the requirements to test for the position of Lieutenant. In addition, the following criteria must be met prior to or during the next promotional cycle:

Six (6) years of experience as a commissioned police officer with the Dodge City Police Department, and the required training as listed in Section 214.02.

APPLICATION PROCEDURE:

214.08 A qualified officer who wishes to take any written promotional examination(s) shall direct a separate Officer's Report to the Training Section Commander, for each test the officer wishes to take. The report should include his/her seniority and training that fulfills the requirements listed in Section 214.02. An officer who is, at the time he/she submits the report, enrolled in course(s) that will bring him/her up to the minimum training required to take the test(s) must attach a copy of his/her current approved course to the report.

214.09 The Training Section Commander is responsible for verifying each officer's eligibility for each examination. He/she is also responsible for placing the original Officer's Reports in the officers' training files, supplying an examination eligibility list to the Chief of Police, and notifying all officers who have applied to take the test(s) as to their eligibility status. In verifying an officer's years as a commissioned police officer, years as a commissioned jailor or other similar position will not be considered.

WRITTEN EXAMINATIONS:

214.10 Written examinations, which are the first step in the process for establishment of each promotional eligibility list, will be obtained and administered by the Training Section Commander. Written examinations may be given annually or more often as necessary depending upon the current and future position allocations and needs of the Department. The dates for the written examinations will be posted on official Departmental bulletin boards at least thirty (30) days prior to the examination dates. All written exams shall be obtained from a professional source independent of the City of Dodge City.

214.11 The Training Section Commander, or his/her designee, shall be present when written promotional tests are administered.

SENIORITY CREDIT:

214.12 Seniority credit shall be computed from a seniority list, and shall be limited to one (1) point credit for each complete year served with the Dodge City Police Department up to; six (6) years of service for the Detective and Corporal list; eight (8) years of service for the Sergeant list; and ten (10) years of service for the Lieutenant list.

ORAL INTERVIEWS:

214.13 The Chief of Police will choose persons to form an interview board, consisting of at least three (3) members, all of which will be from law enforcement agencies separate from the Dodge City Police Department, and will appoint a chairperson for each board. The board will interview candidates for Lieutenant, Sergeant, Corporal, and Detective candidates. Board members will score candidates during the interview, using structured questions and rating sheets prepared by the Training Section Commander and approved by City Personnel. Each eligible candidate will be notified of the date, time and location of his/her Oral Interview.

SCORING:

214.14 Officers will be scored in five (5) areas: Seniority Credit, Oral Interview, Affidavit writing, and Written Examination. Scores in these areas will be added into a composite score for an officer, according to the following scale.

- A. Seniority Credit.....10% total score
- B. Oral Interview.....35% total score
- C. Written Examination.....25% total score
- D. Affidavit Exercise.....30% total score

Scores shall be posted as soon as reasonably possible.

ELIGIBILITY LISTS:

214.15 Eligibility lists will be established for use by the Chief of Police in making promotions to the ranks of Detective, Corporal, Sergeant, and Lieutenant. The eligibility list will not contain those who score less than a 70% composite score.

214.16 The promotional cycle will run from the 1st day of the month following the administration of the respective test until that date the following year. Each eligibility list is effective on the 1st day of the month which follows administration of the respective test, and each will stand for one (1) year, unless exhausted prior to the set date the following year.

214.17 The eligibility lists will contain the final composite scores, in rank order. They will be compiled by the Training Section Commander who will deliver them to the Chief of Police. The lists will then be posted on official Departmental bulletin boards for at least thirty (30) days.

214.18 For each list, consisting of officers that have a 70% or greater composite score of the points available, only officers ranking in the top twenty-five percent (25%), or a minimum of three candidates, which ever is greater, will be considered for promotion. In the event there are less than three eligible candidates on the promotional list, all will be considered for promotion. For each individual promotion, the Chief of Police must select from the top 3 candidates, according to their overall promotional score.

214.19 The promoted officer shall be evaluated after having served six (6) months and one (1) year in his/her new rank by their immediate supervisor. This evaluation shall be forwarded, through channels, to that officer's Division Commander. Division Commanders are responsible for submitting written recommendations to the Chief of Police, stating whether a newly-promoted officer should retain his/her higher salary grade/range. The promotional probation period shall be one (1) year.

APPENDIX VIII - DCPD ACCIDENT REVIEW POLICY

401.01 Each employee of the Department assigned to operate a Departmental vehicle shall be held responsible for the care and use of the vehicle, as well as all of its accessories and equipment.

401.02 Upon taking possession of a vehicle, an employee of the Department shall inspect both its interior and exterior for damage and/or items left in it by other employees or by prisoners. If the member discovers damage or contraband, he/she shall immediately report it to his/her supervisor.

401.03 Employees of the Department, when involved in a traffic accident while operating a Department vehicle shall:

- A. Immediately notify the on duty supervisor.
- B. Obtain an incident numbered case regardless of the amount of damage.
- C. Complete the City of Dodge City Property Damage Report form.
- D. Complete a detailed narrative describing how the accident occurred.

401.04 The State of Kansas Motor Vehicle Accident Report form shall be used on all accidents involving City vehicles.

401.05 All supervisors shall:

- A. In cases of Department vehicle accidents, notify dispatch to contact either the Ford County Sheriff Department or the Kansas Highway Patrol to take the accident report.
- B. In cases of damage discovered by an employee, initiate an investigation to determine the origin of the damage;
- C. In case of injury to an employee, he/she shall complete the City of Dodge City Injury Accident Report, and an Employer Authorization For Work Comp Medical Treatment Form.
- D. Complete a narrative concerning the accident to include his/her opinion on the cause of the accident and whether or not the Department employee was negligent.
- E. Obtain a copy of the completed Kansas Motor Vehicle Accident Report.
- F. Submit all assembled reports to the respective Bureau Commander.

401.06 Accidents and/or other incidents involving damage to Departmental vehicles shall be reviewed by the Accident Review Board, which will be made up of the Patrol

Bureau Commander, Investigations Bureau Commander and two Patrol Officers appointed by the Chief or his/her designee. The Accident Review Board shall have the following responsibilities:

- A. Review accidents involving Departmental vehicles;
- B. Consider investigative reports, statements, other documents, the testimony of witnesses, and the previous driving record of the Department employee involved;
- C. Make recommendations, in conjunction with existing Departmental Policies and Regulations, to the Chief of Police for final disposition.

401.07 Notification of the time, date and location of an Accident Review Board hearing shall be delivered to the involved Department employee's immediate supervisor.

- A. A written notification of the Accident Review Board Hearing shall be utilized, and shall contain all pertinent information.
- B. A copy of the written notification of the Accident Review Board Hearing shall accompany the original form and shall be signed, by both the Department employee and the supervisor serving the notice, at the time the service is made.
- C. The original notification form shall be retained by the involved Department employee.
- D. The signed copy shall be forwarded to the Patrol Bureau Commander, who shall have the responsibility of maintaining a file of notification receipts.

401.08 The Patrol Bureau Commander or his/her designee shall:

- A. Maintain a control log of damaged vehicles;
- B. Notify the involved Department employee(s), in writing, five (5) days prior to the scheduled Accident Review Board hearings;
- C. Maintain a file for signed notifications of the Accident Review Board Hearings;
- D. Present all cases, including all documents pertaining to each traffic accident, to the Accident Review Board;
- E. Prepare a report detailing findings of the Accident Review Board which will be forwarded to the Chief of Police.

APPENDIX IX – PAY PLAN (Amended 07-08, 09-10, 11, 12 & 13)

<u>Name</u>	<u>Description</u>	<u>Date in Position</u>	<u>Dec. 31, 2012 Placement</u>	<u>1/1/2013 Placement</u>	<u>2013 Step Movement</u>
MORROW	At Training Rate	06/18/2012	15.68	15.68	17.12
SCOTT	At Training Rate	08/13/2012	15.68	15.68	17.12
OCHOA	At Training Rate	09/21/2012	15.68	15.68	17.12
MACHIELA	At Training Rate	12/10/2012	15.68	15.68	17.12
BANGERT	Probationary Period	05/28/2012	16.46	16.46	17.12
GILLAN	Probationary Period	06/11/2012	15.68	15.68	17.12
VACANT	Police Officer				
FREGON, A	Police Officer	4/5/2011	\$17.55	\$17.55	17.99
VACANT	Police Officer				
KRAMER	Police Officer	4/30/2008	\$19.86	\$19.86	20.35
WARKENTIN, J	Police Officer	10/4/2011	\$18.90	\$18.90	19.37
MORALES	Police Officer	2/7/2012	17.12	17.12	17.55
STEIN, B	Police Officer	1/03/2012	17.12	17.12	17.55
HERRERA, F	Police Officer	5/9/2006	\$19.86	\$19.86	20.35
KELLEY, B	Police Officer	9/25/2007	\$19.37	\$19.37	19.86
THOMPSON	Police Officer	8/20/2012	18.44	18.44	18.90
RICH	Police Officer	4/25/2012	17.12	17.12	17.55
LIMA	Police Officer	7/3/2007	\$19.37	\$19.37	19.86
TEMBLADOR	Police Officer	6/1/2010	\$17.99	\$17.99	18.44
GUTIERREZ	Police Officer	5/30/2012	17.12	17.12	17.55
SUTTON	Police Officer	7/3/2007	\$19.37	\$19.37	19.86
VACANT	Police Officer				
MAZZA, A	Police Officer	3/15/2010	\$17.55	\$17.55	17.99
KOLBECK, L	Police Officer	7/7/2009	\$18.44	\$18.44	18.90
CAIN, J	Police Officer	7/27/2009	\$18.44	\$18.44	18.90
KELLEY, C	Police Officer	9/29/2009	\$18.44	\$18.44	18.90
WARD, D	Police Officer	12/22/2009	\$18.44	\$18.44	18.90
OLSEN, C	Police Officer	1/4/2010	\$18.44	18.44	18.90
VACANT					
VACANT					
VACANT					
BROWN	Police Corporal	1/10/2005	\$22.09	22.09	22.64
HADOVANIC	Police Corporal	1/7/2013			21.02
STEIN, R	Police Corporal	11/9/2009	\$21.02	\$21.02	21.55
GOERTZEN, J	Police Corporal	9/8/2010	\$20.01	\$20.01	20.51
GEORGE	Detective	1/1/2007	\$25.30	\$25.30	\$25.30
VILLASENOR	Detective	3/05/2012	20.76	20.76	21.28
VACANT	Detective				
BICE	Detective	6/23/2008	\$22.91	\$22.91	23.49

<u>Name</u>	<u>Description</u>	<u>Date in Position</u>	<u>Dec. 31, 2012 Placement</u>	<u>1/1/2013 Placement</u>	<u>2013 Step Movement</u>
ROBBINS	Detective	2/9/2009	\$21.81	\$21.81	22.36
GORDON	Detective	1/7/2013			21.28
MOORADIAN, J	Sergeant	8/9/2010	\$23.92	\$23.92	24.52
FLEMING	Sergeant	8/18/2003	\$28.43	\$28.43	29.14
MORTON	Sergeant	7/7/2003	\$28.43	\$28.43	29.14
MCGEE, S	Sergeant	8/18/2010	\$23.92	\$23.92	24.52
WARREN	Sergeant	6/23/2002	\$29.14	\$29.14	29.14

	Police Officer	Corporal	Detective	Sergeant
Training Rate	\$15.68			
Probationary Rate	\$16.46			
Step 1	\$17.12	\$18.58	\$19.76	\$22.77
Step 2	\$17.55	\$19.05	\$20.25	\$23.34
Step 3	\$17.99	\$19.52	\$20.76	\$23.92
Step 4	\$18.44	\$20.01	\$21.28	\$24.52
Step 5	\$18.90	\$20.51	\$21.81	\$25.13
Step 6	\$19.37	\$21.02	\$22.36	\$25.76
Step 7	\$19.86	\$21.55	\$22.91	\$26.40
Step 8	\$20.35	\$22.09	\$23.49	\$27.06
Step 9	\$20.86	\$22.64	\$24.07	\$27.74
Step 10	\$21.38	\$23.21	\$24.68	\$28.43
Step 11	\$21.92	\$23.79	\$25.29	\$29.14

APPENDIX #X - UNIFORMS & EQUIPMENT PROVIDED BY DEPARTMENT *(Amended 12)*

Patrol

1. Uniforms (replaced as needed)
 - 5 long sleeve shirts
 - 5 short sleeve shirts
 - 5 pairs of pants
 - Boots

2. Duty Gear
 - Belt and related items for belt
 - Pepper spray
 - Flashlight

3. Weapon
 - Duty handgun
 - Taser
 - Patrol rifle
 - Shotgun

4. Ballistic Vest

5. Business cards

6. Hand radio

7. Practice Ammunition*** (50 rounds per month, half being .223 and half being .40 caliber) at the officer's option