

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, November 3, 2014

7:00 p.m.

MEETING #4979

CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Albert Shrock of Bible Baptist Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

America Recycles Day Proclamation

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).

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, October 20, 2014;
2. Approval of City Commission Meeting Minutes, October 20, 2014;
3. Approval of City Commission Meeting Minutes, October 23, 2014
4. Appropriation Ordinance No. 20, November 3, 2014.
5. Approval of Lease Agreement with Southwest Regional Service Center.
6. Approval of Lease Agreement with SMH Consultants, LLC.

ORDINANCES & RESOLUTIONS

Ordinance No. 3595: An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, changing the property from I-1, Light Industrial to C-2, Commercial Highway, for the purpose of developing a Ford County Medical Campus. Report by Director of Developmental Services, Dennis Veatch.

Resolution No. 2014-25: A Resolution Designating Bank Accounts at Bank of the West and Authorizing Signers. Report by Finance Director/City Clerk, Nannette Pogue.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of the 2014 Fraternal Order of Police Memorandum of Understanding. Report by Director of Human Resources, Barb Slagle.
2. Approval of Change Order No. 1 for Primary Pump Station Improvements (Screening Building). Report by Director of Engineering Services, Ray Slattery.
3. Approval of Amendment to Finney County Dispatch Contract. Report by Parks & Recreation Director, Paul Lewis.

OTHER BUSINESS

ADJOURNMENT



Proclamation to Establish November 15, 2014 as

America Recycles Day in Dodge City, Kansas

Each year, the United States generates more than 250 million tons of municipal solid waste— that’s more than 4 pounds per person per day. According to the Environmental Protection Agency, our nation has reached an overall recycling rate of 34.5 percent. Each year, our national recycling rate:

- Sends 87 million tons of material to a useful second life instead of the landfill
- Saves the same amount of energy consumed by over 10 million US households in a year
- Avoids greenhouse gas emissions equivalent to removing more than 33 million cars

But, much more can be done.

WHEREAS, to focus the nation’s attention on the importance of recycling, businesses, industries, government agencies, nonprofit organizations, and individuals have joined together to celebrate America Recycles Day and are encouraging their friends, neighbors, and coworkers to pledge to learn more about recycling options in their community and commit to recycle more materials;

WHEREAS, participating in America Recycles Day 2014 is one way citizens can help raise awareness about the need to reduce waste by reusing, recycling, and buying recycled-content products;

WHEREAS, Dodge City leaders can also use this as an opportunity to spread the word about the excellent recycling programs that have been established, the growth of markets for recyclable materials, and the importance of buying recycled products:

NOW THEREFORE, I, Brian Delzeit, Mayor of Dodge City, do hereby proclaim Saturday, November 15, 2014 as

America Recycles Day

IN WITNESS WHEREOF, I hereby affix my signature and cause to be affixed the official seal of the City of Dodge City this 3rd day of November, 2014.

Brian Delzeit, Mayor

SEAL

Nannette Pogue, City Clerk



AMERICA RECYCLES DAY

**Saturday
November 15**

**10:00 am –
1:00 pm**

**Dodge City
Civic Center**



RECYCLE: CREW will kick off an e-waste program. A trailer will be available to accept computers, telephones, cell phones, desktop printers, televisions. After that date, these items can be taken to the recycle center, 716 E. Military.

RECYCLE: Ford County Household Hazardous Waste mobile trailer will be available to accept unwanted paint products, herbicides, pesticides, automotive products, batteries, anything that is poisonous or flammable.

REPURPOSE: The Credit Union will be available to accept donations of coats for their COATS FOR KIDS program.

RECYCLE: Pledge to recycle and bring your newspapers, junk mail, magazines, catalogs, food & beverage glass, food & beverage tin/steel cans, aluminum cans, #1 & #2 plastic containers, corrugated cardboard, chipboard (cake/cereal boxes).

REPURPOSE: Flower vases for the high school floral design class.

REPURPOSE: Salvation Army will be accepting like-new toys with complete pieces/parts to enhance their Angel Tree program.



**DO YOU?
GET INVOLVED >**

America Recycles Day

November 15

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, October 20, 2014

6:30 p.m.

MEETING #4976

ROLL CALL: Mayor Brian Delzeit, Commissioners Jan Scoggins, and Rick Sowers. Commissioner Kent Smoll and Joyce Warshaw were reported absent.

WORK SESSION

Human Resource Director, Barb Slagle gave report on the Health Insurance for 2015.

The meeting was adjourned.

Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, October 20, 2014

7:00 p.m.

MEETING #4977

CALL TO ORDER

ROLL CALL: Mayor Brian Delzeit, Commissioners Rick Sowers, and Jan Scoggins. Commissioners Joyce Warshaw and Kent Smoll were reported absent.

INVOCATION by Pastor Jason Sperling, Inter-Minister

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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).

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes October 6, 2014;
2. Approval of Joint City/County Commission Meeting, October 13, 2014;
3. Appropriation Ordinance No. 20, October 20, 2014;
4. Cereal Malt Beverage License:
 - (a) Presto #1624, 2615 E. Trail St
 - (b) Presto # 1625, 609 S. 2nd Avenue
6. Approve Change Order No. 1 for 2014 Trail Street Asphalt Mill & Overlay;
7. Approve Supplemental Agreement No. 4 with PEC for Reclamation Plant.

Commissioner Rick Sowers moved to approve the Consent Calendar as presented; Commissioner Jan Scoggins seconded the motion. The motion carried 3-0.

ORDINANCES & RESOLUTIONS

Resolution No. 2014-24: A Resolution Authorizing the Offering for Sale of General Obligation Bonds, Series 2014-A, of the City of Dodge City, Kansas was approved on a motion by Commissioner Rick Sowers seconded by Commissioner Jan Scoggins. The motion carried 3-0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Brian Delzeit moved to approve the Contract with The Architect, Bruce Glass for the Boothill Distillery CDBG Project. Commissioner Jan Scoggins seconded the motion. The motion carried 3-0.
2. Commissioner Rick Sowers moved to approve the bids for a GMC Terrain from G & G in the amount of \$26,051 for the Convention Visitors Bureau. Commissioner Jan Scoggins seconded the motion. The motion carried 3-0.
3. Commissioner Rick Sowers moved to approve the Plat for Love's Travel Center Commissioner Jan Scoggins seconded the motion. The motion carried 3-0.
4. Commissioner Jan Scoggins moved to approve the bid from JAG Construction Co. in the amount of \$56,940.00 for Brick Street Repairs, constructing a portion of the 700 Block of 1st Avenue. Commissioner Rick Sowers seconded the motion. The motion carried 3-0.

OTHER BUSINESS

City Manager, Cherise Tieben

- A CFAB Subcommittee heard 4 proposals to operate the Special Events Center. The results of those interviews will be coming to the Commissions soon;
- October 23 Special City Commission meeting at 5:00 p.m.;
- October 24 Fall outdoor tourism event at Horsethief Canyon;
- October 29 Black Hills Energy Dinner at 6:00 at Events Center;
- October 30 Economic Outlook Conference at the Events Center.

Commissioner, Jan Scoggins

- Thanked everyone in attendance at the meeting, those who presented reports and those who are watching on television for their interest in the City Government;
- Dave Pelzer, Award Winning Author, will present tomorrow night at the Civic Center at 7:00.

Commissioner, Rick Sowers

- Thanked the four companies who submitted proposals to operate the Events Center

ADJOURNMENT

Commissioner Jan Scoggins moved to adjourn the meeting, Commissioner Rick Sowers seconded the motion. The motion carried 3-0.

Attest:

Mayor

Nannette Pogue, City Clerk

SPECIAL CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, October 23, 2014

5:00 p.m.

MEETING #4978

CALL TO ORDER

ROLL CALL: Mayor Brian Delzeit, Commissioners Joyce Warshaw, Rick Sowers, and Jan Scoggins. Commissioner Kent Smoll was reported absent.

PUBLIC HEARING

Mayor Brian Delzeit opened the Public Hearing on the proposed Expanded STAR Bond Project District in the Heritage Area. Cherise Tieben, City manager, spoke about the expanded area in the Heritage District. There was no comments from the public.

Mayor Brian Delzeit closed the Public Hearing.

ORDINANCES & RESOLUTIONS

Ordinance No. 3594: An Ordinance of the City Commission of the City of Dodge City, Kansas, Expanding the Heritage Area of the existing STAR Bond Project District within the City and Making Certain Findings in Conjunction therewith was approved on a motion by Commissioner Jan Scoggins, seconded by Commissioner Joyce Warshaw. The motion carried 4-0.

ADJOURNMENT

Commissioner Jan Scoggins moved to adjourn the meeting, Commissioner Joyce Warshaw seconded the motion. The motion carried 4-0.

Mayor

Attest:

Nannette Pogue, City Clerk



Parks and Recreation

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8144

Memorandum

To: Cherise Tieben, City Manager
City Commissioners

From: Paul Lewis, Parks & Recreation Director 

Date: October 31, 2014

Subject: Hennessy Lease Agreement

Agenda Item: Consent Calendar

RECOMMENDATION: Staff recommends approving the lease with Southwest Plains Regional Service Center (SWPRSC) for space at Hennessy Hall.

BACKGROUND: SWPRSC desires to lease space at Hennessy to house their operations and services. They are a Kansas not-for-profit corporation that provides services to regional school districts in a variety of areas including professional development.

The space being rented is on the first floor and is designated as room 125. They are taking over a previous lease and continuing a contract for services that was previously provided by the Southeast Service Center.

JUSTIFICATION: SWPRSC is a not-for-profit public service enterprise that is consistent and compatible with other entities currently housed in the facility.

FINANCIAL CONSIDERATIONS: The annual lease payment will be \$3,456 based on the standard \$6 per sq. ft. price charged to tenants at that facility. Lease payments are prorated monthly and billed through City Hall.

Any renovations or redecorating is the responsibility of the tenant with the approval of the City.

PURPOSE/MISSION: This lease agreement is consistent with the City's core purpose of Ongoing Improvement as it facilitates additional resources for citizens as they strive to provide and maintain housing and educate themselves to improve their quality of life.

LEGAL CONSIDERATIONS: The agreement is the standard form used with all Hennessy tenants. The term of this agreement is for one year.

ATTACHMENTS:

Lease Agreement
Exhibit A – Floor Plan

Hennessey Hall Lease Agreement

This lease agreement is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (LANDLORD) and Southwest Plains Regional Service Center, a Kansas not-for-profit corporation. (TENANT).

In consideration of the mutual promises and covenants of the parties as set forth herein, the LANDLORD and TENANT agree as follows:

1. **LEASE PREMISES:** The LANDLORD hereby leases to TENANT part of that property known as Hennessey Hall, located on the former St. Mary's of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit A are the specifications of Hennessey Hall. That portion of the premises hereby leased to TENANT is outlined in red, comprising approximately five hundred and seventy-six square feet (576). The outlined portion of Exhibit A, attached hereto and made a part hereof, is hereinafter collectively referred to as the "leased premises".
2. **TERM:** The term of this lease shall be for a period of one (1) year commencing August 1, 2014, and terminating July 31, 2015, subject, however, to earlier termination as set forth herein.
3. **LEASE RENTAL:** During the first year of this lease, the TENANT shall pay to the LANDLORD annual rent in the amount of three thousand four hundred and fifty six dollars (\$3456.00), representing a square footage rental rate of approximately \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of two hundred eighty-eight dollars (\$288.00), commencing on the first day of August, 2014, for 1st month's rent and continuing monthly thereafter for the first year of this lease, said monthly rental being hereinafter referred to as the "base rent."
4. **ADDITIONAL RENT:** It is agreed by the parties that, in addition to the base rent as set forth above, the tenant shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the lease building facility is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this agreement; provided, however, that in the event the lease building facility in which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT'S proportionate share of any increases costs for taxes and utilities will be calculated on the following basis:

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the lease agreement are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the tenant based on percentage that the leased premises covered by this lease bears to the total usable space in the entire building. It is agreed that the leased premises covered by this lease is approximately five hundred and seventy six (576) square feet and the

total usable space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 1.51%

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 1.51%, the TENANT'S proportionate share of the entire building. A resulting amount is then divided by 576 square feet and that amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
- (c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on September 1, of the following year, and on the first day of each month thereafter until the next rental adjustment.
- (d) The "base year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2014-2015.

5. REPAIR AND MAINTENANCE: Throughout the term of this lease, the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the leased building facility and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical, and heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased property including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

The TENANT shall be responsible for all interior maintenance of the leased premises, including but not limited to, cleaning, painting, and general upkeep and shall be responsible for the prompt repair of any damage to the leased premises caused by reason of its use of the same, including but not limited to, any damage or needed repairs to any plumbing and electrical facilities located with the leased premises.

The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.

6. SIGNAGE: The LANDLORD will provide a community sign identifying the property with a listing of the building tenants at a location near the entrance to the building. The TENANT will be responsible for any individual tenant signage it might desire, the style and location of which shall be subject to prior approval of the LANDLORD.

7. JANITORIAL SERVICES: The LANDLORD shall be responsible for providing janitorial services for the common areas of the leased building facility. The common areas shall consist of the foyer, stairs, and common hallways located outside the lease premises. The TENANT will be responsible for providing janitorial services to the leased premises.

8. TAXES: The LANDLORD shall pay all real estate taxes (including special assessments) on the leased building facility, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.

9. USE: The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.

10. TENANT RENOVATIONS: The tenant hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this lease agreement, and hereby accepts said lease premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the landlord as to the existing condition of the leased premises.

All renovations and remodeling desired by the TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonably withheld.

TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

a) TERMINATION BY LANDLORD: In the event of the sale by the LANDLORD of the lease building facility which includes the lease premises to a third party, the LANDLORD shall have the option to terminate this lease agreement by providing written notice to the TENANT At least twelve months prior to the termination date

b) CASUALTY INSURANCE: The LANDLORD agrees to keep the leased building facility insured for the benefit of the LANDLORD against loss of damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.

11. TENANT LIABILITY INSURANCE: The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the LANDLORD by reason of the TENANT'S use of the leased premises under the terms and conditions of this lease and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expenses incurred by the LANDLORD in defending against any such claims or causes of action.

- 12. DESTRUCTION:** In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the landlord, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease agreement shall be subject of cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within twenty (20) days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph; to the extent the premises are untenable.
- 13. UTILITIES:** LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.
- 14. ASSIGNMENT BY TENANT:** The TENANT shall not assign this lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.
- 15. ASSIGNMENT BY LANDLORD:** The LANDLORD shall have the right to assign this lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this lease, and the same shall be binding on the LANDLORD'S assignee.
- 16. RULES AND REGULATIONS:** The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of the building of which the leased premises are a part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.
- 17. NOTICES:** Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 N. Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as Southwest Plains Regional Service Center, Box 1010 Sublette, KS 67877

18. BINDER: This agreement shall be binding on the parties hereto and their respective successors and assigns.
IN WITNESS WHEREOF, the parties have hereunto set their hands in the day and year written below.

DATE

CITY OF DODGE CITY,
A MUNICIPAL CORPORATION

By: _____

BRIAN DELZEIT, MAYOR

APPROVED:

NANNETTE POGUE, CITY CLERK

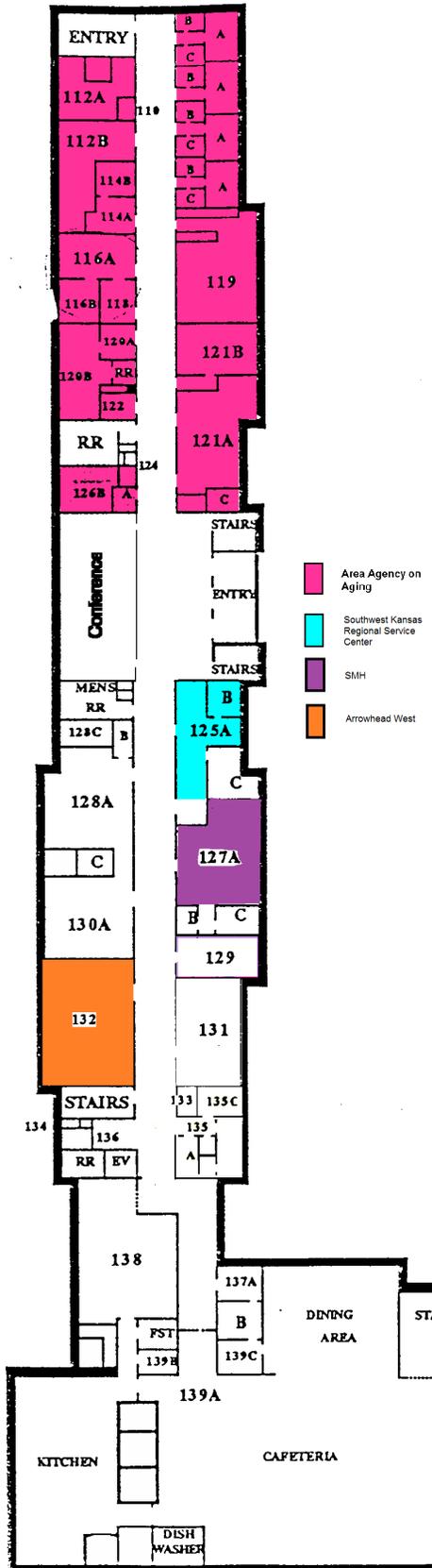
SOUTHWEST PLAINS REGIONAL SERVICE CENTER

By: _____

MIKE RONEN, CFO

Exhibit A

First Floor





Parks and Recreation

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8144

Memorandum

To: Cherise Tieben, City Manager
City Commissioners

From: Paul Lewis, Parks & Recreation Director 

Date: October 31, 2014

Subject: Hennessy Lease Agreement

Agenda Item: Consent Calendar

RECOMMENDATION: Staff recommends approving the lease with SHM Consultants (SMH) for space at Hennessy Hall.

BACKGROUND: SMH desires to lease space at Hennessy to house their operations and services. They are a Kansas for-profit corporation that provides engineering and consulting services governmental entities, corporations and individuals. They are based out of Manhattan and have opened an office in Dodge City. Soon they plan to build new space for their operations and this represents a tentative arrangement for them. The space being rented is on the first floor and is designated as room 127.

JUSTIFICATION: SMH is a for-profit enterprise that provides services to many regional governmental entities. This is a temporary lease and their operation is consistent and compatible with other functions occurring in the facility.

FINANCIAL CONSIDERATIONS: The annual lease payment will be \$3,456 based on a lease rate of \$8 per sq. ft. This rate represents a 33% upcharge from the standard rate charged to not for profits. Lease payments are prorated monthly and billed through City Hall.

Any renovations or redecorating is the responsibility of the tenant with the approval of the City.

PURPOSE/MISSION: This lease agreement is consistent with the City's core purpose of Ongoing Improvement as it facilitates important services necessary in the community as Dodge City develops and grows.

LEGAL CONSIDERATIONS: The agreement is the standard form used with all Hennessy tenants. The term of this agreement is for one year.

ATTACHMENTS:

Lease Agreement
Exhibit A – Floor Plan

Hennessey Hall Lease Agreement

This lease agreement is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (LANDLORD) and SMH Consultants a Kansas for-profit corporation. (TENANT).

In consideration of the mutual promises and covenants of the parties as set forth herein, the LANDLORD and TENANT agree as follows:

1. **LEASE PREMISES:** The LANDLORD hereby leases to TENANT part of that property known as Hennessey Hall, located on the former St. Mary's of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit A are the specifications of Hennessey Hall. That portion of the premises hereby leased to TENANT is outlined in red, comprising approximately five hundred and seventy six square feet (576). The outlined portion of Exhibit A, attached hereto and made a part hereof, is hereinafter collectively referred to as the "leased premises".
2. **TERM:** The term of this lease shall be for a period of one (1) year commencing October 1, 2015, and terminating September 31, 2015, subject, however, to earlier termination as set forth herein.
3. **LEASE RENTAL:** During the first year of this lease, the TENANT shall pay to the LANDLORD annual rent in the amount of three thousand four hundred and fifty six dollars (\$3456.00), representing a square footage rental rate of approximately \$8.00 per square foot, said annual amount to be paid in equal advance monthly installments of two hundred eighty-eight dollars (\$288.00), commencing on the first day of October, 2015, for 1st month's rent and continuing monthly thereafter for the first year of this lease, said monthly rental being hereinafter referred to as the "base rent."
4. **ADDITIONAL RENT:** It is agreed by the parties that, in addition to the base rent as set forth above, the tenant shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the lease building facility is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this agreement; provided, however, that in the event the lease building facility in which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT'S proportionate share of any increases costs for taxes and utilities will be calculated on the following basis:

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the lease agreement are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the tenant based on percentage that the leased premises covered by this lease bears to the total usable space in the entire building. It is agreed that the leased premises covered by this lease is approximately five hundred and seventy six (576) square feet and the

total usable space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 1.51%

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 1.51%, the TENANT'S proportionate share of the entire building. A resulting amount is then divided by 576 square feet and that amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
- (c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on October 1, of the following year, and on the first day of each month thereafter until the next rental adjustment.
- (d) The "base year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2014-2015.

5. REPAIR AND MAINTENANCE: Throughout the term of this lease, the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the leased building facility and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical, and heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased property including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

The TENANT shall be responsible for all interior maintenance of the leased premises, including but not limited to, cleaning, painting, and general upkeep and shall be responsible for the prompt repair of any damage to the leased premises caused by reason of its use of the same, including but not limited to, any damage or needed repairs to any plumbing and electrical facilities located with the leased premises.

The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.

6. SIGNAGE: The LANDLORD will provide a community sign identifying the property with a listing of the building tenants at a location near the entrance to the building. The TENANT will be responsible for any individual tenant signage it might desire, the style and location of which shall be subject to prior approval of the LANDLORD.

7. JANITORIAL SERVICES: The LANDLORD shall be responsible for providing janitorial services for the common areas of the leased building facility. The common areas shall consist of the foyer, stairs, and common hallways located outside the lease premises. The TENANT will be responsible for providing janitorial services to the leased premises.

8. TAXES: The LANDLORD shall pay all real estate taxes (including special assessments) on the leased building facility, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.

9. USE: The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.

10. TENANT RENOVATIONS: The tenant hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this lease agreement, and hereby accepts said lease premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the landlord as to the existing condition of the leased premises.

All renovations and remodeling desired by the TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonably withheld.

TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

a) TERMINATION BY LANDLORD: In the event of the sale by the LANDLORD of the lease building facility which includes the lease premises to a third party, the LANDLORD shall have the option to terminate this lease agreement by providing written notice to the TENANT At least twelve months prior to the termination date

b) CASUALTY INSURANCE: The LANDLORD agrees to keep the leased building facility insured for the benefit of the LANDLORD against loss of damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.

11. TENANT LIABILITY INSURANCE: The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the LANDLORD by reason of the TENANT'S use of the leased premises under the terms and conditions of this lease

and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expenses incurred by the LANDLORD in defending against any such claims or causes of action.

- 12. DESTRUCTION:** In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the landlord, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease agreement shall be subject of cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within twenty (20) days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph; to the extent the premises are untenable.
- 13. UTILITIES:** LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.
- 14. ASSIGNMENT BY TENANT:** The TENANT shall not assign this lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.
- 15. ASSIGNMENT BY LANDLORD:** The LANDLORD shall have the right to assign this lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this lease, and the same shall be binding on the LANDLORD'S assignee.
- 16. RULES AND REGULATIONS:** The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of the building of which the leased premises are a part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.
- 17. NOTICES:** Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its

address as CITY HALL, 806 N. Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as SMH Consultants, 4201 B Anderson Ave, Suite 2, Manhattan, KS 66503. **BINDER:** This agreement shall be binding on the parties hereto and their respective successors and assigns. IN WITNESS WHEREOF, the parties have hereunto set their hands in the day and year written below.

DATE

CITY OF DODGE CITY,
A MUNICIPAL CORPORATION

By: _____

BRIAN DELZEIT, MAYOR

APPROVED:

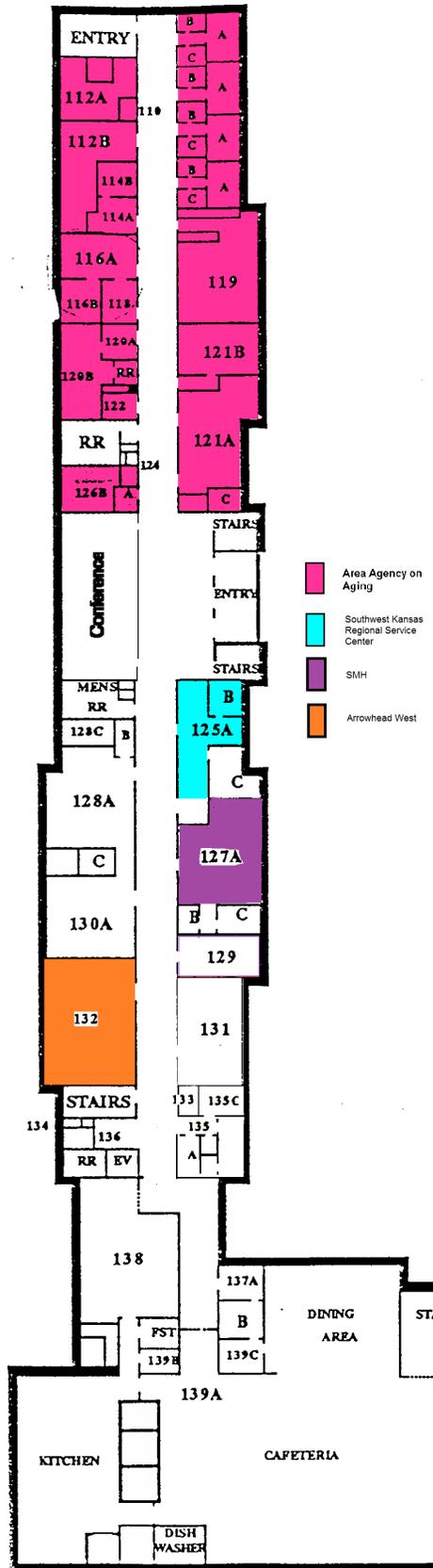
NANNETTE POGUE, CITY CLERK

SMH CONSULTANT, INC.

By: _____

Exhibit A

First Floor



Memorandum

*To: City Manager
City Commissioners
From: Dennis Veatch
Date: October 29, 2014
Subject: Rezoning for Ford County
Medical Campus
Agenda Item: Ordinance #3595*

Recommendation: The Dodge City Planning Commission held a public hearing on October 14, 2014 and recommends approval of this zoning amendment.

Background: Ford County is requesting that this property be rezoned from I-1, Light Industrial to C-2, Commercial Highway for the purpose of developing a Ford County Medical Campus.

Justification: The proposed use and rezoning meets all of the requirements of the Dodge City Comprehensive Plan and the Dodge City Zoning Regulations.

Financial Considerations: None

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

Legal Considerations: None

Attachments: Ordinance #3595 and map showing proposed area to be rezoned.

ORDINANCE NO. 3595

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY, CHANGING THE AREA KNOWN AS THE OLD FORD COUNTY JAIL AND THE FORD COUNTY SHOP BUILDINGS FROM I-1, LIGHT INDUSTRIAL 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 rezoned:

Lots 1 thru 9, Block 2, Sughrues Addition
Lots 1 thru 10, Block 7, Riverview Addition
Lots 1 thru 4, Block 6 including the vacated portion of Ave. M
Between Block 6 & Block 7, Riverview Addition
Lots 1 thru 8, Block 1, Riverview Addition &
That portion of Roosevelt from the E. line of Ave. L
to the W. line of Ave. M
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 THIRD DAY OF NOVEMBER, 2014.

BRIAN DELZEIT, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK



Military

Roosevelt

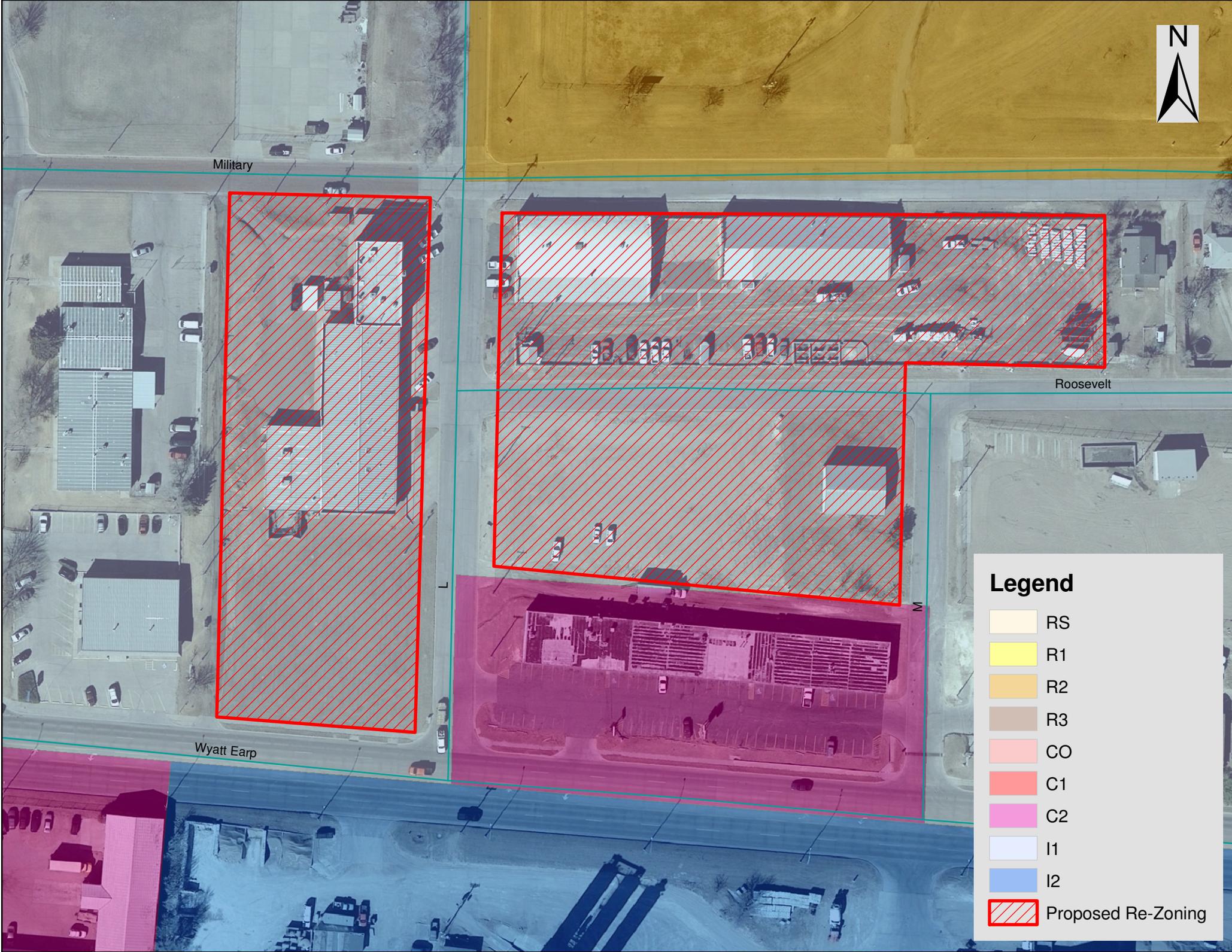
Wyatt Earp

L

M

Legend

-  RS
-  R1
-  R2
-  R3
-  CO
-  C1
-  C2
-  I1
-  I2
-  Proposed Re-Zoning



Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue
Date: October 30, 2014
Subject: Resolution No. 2014-25
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2014-25

Background: Whenever the City sets up new bank accounts at a financial institution, the bank will require a Resolution of the City authorizing those accounts and the signers to the accounts. Bank of the West is offering interest rates on their Money Market accounts that exceed interest rates that we are receiving on CD's or the Municipal Investment Pool. So, we decided to place some of the City's idle funds into a Money Market Account at Bank of the West. All accounts are properly collateralized for public funds. In order to accomplish this, Bank of the West requests a Resolution approved by the City Commission and signed by the Mayor to authorize staff to set up the accounts. These accounts follow all policies of the City and State.

Justification: It is required by the bank to have City Commission authorization via a Resolution of the City.

Financial Considerations: None

Purpose/Mission: To promote open communications, honesty and integrity.

Legal Considerations: None

Attachments: Resolution No. 2014-25

Resolution No. 2014-25

A Resolution Designating Bank Accounts at Bank of the West and Authorizing Signers

BE IT RESOLVED that the City of Dodge City authorizes the following individuals named below:

Nannette Pogue, Finance Director/City Clerk
Dot Sumaya, Assistant to the Finance Director

(each an “Authorized Representative”) and acting alone, to: (1) establish with Bank of the West (the “Bank”) one or more deposit accounts all such deposit accounts have the same ownership and Authorized Signer(s) as provided on the City of Dodge City Signature Card dated 10/29/2014 (“Signature Card”) (2) open one or more additional deposit account(s) at a future date under the Signature Card; provided the ownership and Authorized Signer(s) of the new deposit account(s) is/are the same as the ownership and Authorized Signer(s) on the Signature Card; (3) designate from time to time persons to manage, operate, or otherwise provide instructions regarding each deposit account (“Authorized Signers”) and (4) contract for such other banking services as any Authorized Representative deems necessary or appropriate to manage this organization’s deposit accounts;

RESOLVED FURTHER, that the City of Dodge City adopts for each deposit account (a) the Bank’s Deposit Account Disclosure for Business Accounts and Schedule of Fees and Charges for Business Accounts, as added to, deleted from or otherwise amended from time to time; (b) this Signature Card; and (c) any addenda thereto, which is incorporated by this reference, for each deposit account it opens;;

The following accounts have been established at Bank of the West:

Checking Account #036151779
Money Market Account #036151787

RESOLVED FURTHER, that the person(s) designated as Authorized Signer(s) are authorized to transact on all current and future deposit accounts opened under the Signature Card. The authority granted to each Authorized Signer includes, but is not limited to, authority to sign checks and other items and to give Bank other instructions to withdraw funds, to endorse and deposit checks and other items that are payable to or that belong to the Organization, and to transact other business relating to each of this Organization’s deposit accounts.

RESOLVED FURTHER, that the authority conferred is in addition to any other, including conflicting authorizations, in effect and shall remain in force until Bank receives written notice of its revocation at the office where the deposit account is maintained or at such other location as the Bank may direct.

CERTIFICATE

I further certify that the Authorized Representatives are authorized (a) to establish deposit accounts for the City of Dodge City; (b) to designate persons to operate each deposit account; and (c) to provide Bank with future instructions regarding the opening, closing, or management of any of this Organization's deposit accounts, including the designation of Authorized signer(s), and the certification that such Authorized Signers' signatures are accurate and genuine

I certify that I am the Mayor of the City of Dodge City; that the foregoing is a complete, true and correct copy of the resolution of the City Commission of the City of Dodge City, and that the resolution is in full force and effect and has not been amended or revoked and does not exceed the objects or powers of the City of Dodge City.

IN WITNESS WHEREOF, I have hereunto set my hand as Mayor of the City of Dodge City.

Mayor

Dated:

ATTEST:

City Clerk

Memorandum

To: City Commissioners
City Manager

From: Barb Slagle
Director of Human Resources

Date: October 30, 2014

Subject: 2015-17 FOP MOU

Agenda Item: New Business

Recommendation: Staff recommends approval, pending final review by the City Attorney, of the 2015-17 Memorandum of Understanding (MOU) between the City of Dodge City and the Fraternal Order of Police Lodge #49.

Background: The proposed three-year MOU continues with the salary schedule that was completed in 2011, keeping the change of eliminating the training rate agreed upon in the 2014 contract. It was agreed during negotiations this year to add three steps to each position's pay scale as identified in Appendix IX, implementing a step each year through 2017. These step increases are in 2.5% increments, as are all other step increases in the scale. This was settled upon due to the three-year time frame negotiated for this MOU and at the request of the Lodge.

Other changes made in the 2014 MOU were: Changing all articles and sections that contain the phrase "Director of Human Resources" to "Human Resource Office;" changing wording in Article 4 to read "night shift" instead of "5 p.m. to 5 a.m. shift;" correcting a typo in Article 15 to read "sick leave" instead of "vacation leave;" and adding the wording "Higher Learning Commission" to the North Central Association Commission in Article 16 to identify where academic degrees and college hours earned should be accredited through;

Non-negotiated items that were changed in the 2015-17 MOU are as follows: updated job descriptions in the Appendices for each position; updated physical requirements beginning January 1, 2017, and implementation of a physical testing requirement for officers and police officer applicants starting January 1, 2017. Per Article 5 of the MOU, the Lodge was notified of these changes and were given an opportunity to consult with the Department about them; and these job descriptions and requirements are provided in the appendices for convenience only and are not subject to bargaining under this agreement.

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 2015-17 contract was negotiated in 2014 and ratified by FOP Lodge #49 at their September 9, 2014 meeting.

Financial Considerations: The budget was prepared recognizing the additional steps added to the scale that were 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: The City Attorney was consulted throughout the negotiation process. He is currently making a final review of the document.

Attachments: FOP Memorandum of Understanding 1/1/2015 – 12/31/2017.

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF DODGE CITY, KANSAS

And

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

(01/01/2015– 12/31/2017)

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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 *(Amended 15-17)*

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, 15-17)*

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 the night 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, 15-17)*

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 subject to bargaining under this Memorandum. Appendix VI (General Aptitudes and Physical Requirements) is in effect from January 1, 2015 through December 31, 2016, and has been identified as such. Appendix VII is in effect beginning January 1, 2017.

Section 5.1 - Classification List *(Amended 08, 15-17)*

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, or special assignments in the protection of life and property; supervises personnel assigned to the shift/team/detail in the absence of the Lieutenant; performs special investigative duties.

Detective Sergeant: Under general supervision, performs and serves as supervisor in the detective bureau, or special assignments in the protection of life and property; supervises and motivates personnel assigned to the shift/team/detail in the absence of the Lieutenant; performs special investigative duties; carries a case load; 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.

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; 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 reviewed through inspection and review of reports.

Patrol Officer: 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*

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, 15-17)*

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 Human Resource Office 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 & 14)*

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. 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 *(Amended 15-17)*

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 VIII).

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 *(Amended 15-17)*

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 IX).

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, 15-17)*

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, 15-17)*

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 Human Resource office. Only investigation records which resulted in disciplinary action will be placed in the officer's personnel file in the Human Resource 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 any time 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:

- Meet privately with the officer before questioning begins or continues;
- Speak during the interview;
- Request that the investigator clarify a question being asked;
- Advise the officer on how to answer the investigator's questions, and
- 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:

- The officer shall be advised of his/her right to have a Lodge Steward present for the interview.
- The officer shall be advised of his/her Garrity rights prior to the interview.
- The officer shall be advised of his/her Miranda rights prior to any criminal interview.

- The officer shall be advised of the allegations of the complaint prior to the interview.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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 Human Resource Office 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 Human Resource Office.

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 a 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, 15-17)*

Section 13.1 - Disciplinary Actions *(Amended 07-08, 15-17)*

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 Human Resource Office.

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, 15-17)*

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 Human Resource Office 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, 15-17)*

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 Human Resource Office 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 or Human Resource Officer 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 or Human Resource Officer'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 or Human Resource Officer'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 or Human Resource Officer'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 or Human Resource Officer's determination, file a written application with the Lodge, for the Lodge to request Grievance Mediation with regard to the Director's or Human Resource Officer'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 Human Resource Office 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 Human Resource Office shall request the appointment of a Federal Mediation and Conciliation Service (FMCS) mediator to review the Director's or Human Resource Officer'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:

- From the date of employment, the officer shall accrue 3.077 hours of vacation leave per pay period per year.
- 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:

- one hundred sixty (160) hours for those accruing 3.077 hours of vacation leave per pay period.
- two hundred (200) hours for those accruing 4.615 hours of vacation leave per pay period.
- 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 & 14, 15-17)*

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) week's 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 sick 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 Member 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 Human Resource Office 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 & 14)*

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. An officer must report back to the City at the beginning of the first regularly scheduled work period that begins on the next calendar day following completion of service, if duration of military service was 1-30 days. If, due to no fault of an officer, timely reporting back to work would be impossible or unreasonable, the officer must report back to work as soon as possible after the expiration of an 8-hour rest period. 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 ninety (90) days after release from active duty if duration of military service was more than 180 days, and fourteen (14) days after release from active duty if duration of military service was 31-180 days, provided further, that the officer is physically and mentally capable of performing the duties of the position involved. The right to restoration of employment may end after an employee has performed service in the uniformed services for a cumulative period in excess of five (5) years while in an employment relationship with the City of Dodge City. The City fully complies with the provisions of the Uniformed Services Employment and Reemployment Rights Act.

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:

- 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.
- The officer will endorse the Worker's compensation benefit check and return it to the City.
- 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:

- Paid leave shall not accrue unless the officer works a minimum of forty (40) hours per pay period in a restricted duty capacity.
- Insurance premiums typically paid by payroll reduction are the officer's responsibility for payment.
- 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 - Bereavement Leave *(Amended 11 & 14)*

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 of the death of a spouse, child or stepchild the employee shall be allowed five (5) consecutive calendar days of leave. In the event of the death of any other immediate family member, the employee shall be allowed three (3) consecutive calendar days of leave.

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.

In all cases, the employee will receive paid leave only for those hours within the leave period he/she would have normally been scheduled to work.

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, 13,14, 15-17)*
Appendix X, attached hereto, sets forth the base pay plan for the period from January 1, 2015 through the date of the expiration of this Memorandum on December 31, 2017.

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:

- Bilingual Officer Ranking:
 - NOVICE 1%
 - INTERMEDIATE 3%
 - ADVANCED 5%
 - SUPERIOR 7%
- Canine Officer: ½ hour per day for daily care compensation, plus paid training time.
- Certified Instructor: paid training time
- 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, 15-17)*

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
Associate’s Degree or sixty (60) college hours from an accredited institution	\$0.29 per hour
Bachelor’s 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—Higher Learning Commission .

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 Human Resource Office.

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, 14)*

The City shall provide payroll deduction for membership to the Dodge City Family YMCA 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:

- Education qualifications as may be required for admittance to a course.
- Special technical training as may be required for admittance to a course.

- The applicability of such course to the officer's present assignment.
- Any established prerequisites or criteria that are recommended by the school, funding agency or the department.
- 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, 15-17)*

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 XI) 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 *(Amended 14)*

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, and in accordance with State law, 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 or the Immediate Supervisor shall notify the Human Resources office.
- D. The Immediate Supervisor shall confirm that an Accident Report and/or a Report of Injury form has been completed and submitted within twenty-four (24) hours of being made aware 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. The Human Resources Office or Safety Director will then notify Family Practice Associates, the City's workers compensation provider, of the situation.
3. A physician at Family Practice Associates 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 Resource 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 Human Resource Officer 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 Human Resource Office 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 or Human Resource Officer 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, 2015 and shall expire at midnight on December 31, 2017.

IN WITNESS WHEREOF, said parties have caused this agreement to be signed on the 3rd day of November, 2014, by their duly authorized officers.

FRATERNAL ORDER OF
POLICE LODGE #49

CITY OF DODGE CITY

By: _____
Michael Cain, Lodge President

By: _____
Brian Delzeit, Mayor

ATTEST:

ATTEST:

Brad Machiela, Lodge Secretary

Nannette Pogue, City Clerk

APPENDICES

APPENDIX I – POLICE SERGEANT

(Amended 15-17)

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 personnel assigned to his/her shift/team/detail; performs special investigative duties. All Sergeants are subject to rotation/assignment into the Patrol or Detective Bureaus for career development or department needs at the Chief’s discretion.

MAJOR AREAS OF ACCOUNTABILITY AND PERFORMANCE:

DUTIES:

- Serves as supervisor of shift, or performs specialized work; assigns street officers to beats; assists in giving pre-shift briefing; manages staff schedules; manages timesheet documentation; evaluates subordinates; assures departmental rules and policies are carried out; trains and instructs police personnel in investigation and patrol duties; reviews reports of police officers for completeness and clarity;
- Investigates personnel-related complaints;
- Performs a variety of duties in patrolling, investigating, controlling traffic and communications;
- Serves warrants and subpoenas;
- Performs crowd control;
- Responds to family and public disputes; ;;
- Performs primary and follow-up investigations of crimes involving adults and juveniles; ; collects and preserves evidence; presents testimony in court; investigates major traffic accidents and complaints; interviews and obtains statements from victims, suspects, witnesses and complainants;
- Provides escort services;
- Assists other agencies;
- Monitors condition of equipment and fleet;
- Makes presentations to schools and civic groups;
- Performs related duties as required.

SPECIFIC CHARACTERISTICS:

- Work varies requiring individual judgment within prescribed standards and procedures;;
- Works regularly with confidential information;;
- 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,

- Work requires care and use of proper safety equipment and procedures to prevent injuries.

PHYSICAL AND SENSORY REQUIREMENTS:

- Ability to restrain a person, to subdue a violent and/or uncooperative person by methods requiring physical force;
- Ability to stand, walk, run, 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, hand tools, , and operate a vehicle;
- Refer to Appendix #VI: *Identification of General Aptitudes and Physical Requirements* from January 1, 2015 through December 31, 2016; Refer to Appendix #VII: *Identification of General Aptitudes and Physical Requirements* beginning January 1, 2017.

SUPERVISION - RESPONSIBILITY FOR WORK OF OTHERS: Serves as supervisor on a shift; may lead detective operation.

EDUCATION, TRAINING AND EXPERIENCE REQUIREMENTS:

- A high school diploma or G.E.D.;
- A current Kansas driver license;
- Current Kansas State law enforcement certification as a full-time peace officer
- Ability to accurately and effectively (as determined by the KLETC proficiency exam) discharge a rifle, shotgun, and a handgun with the left and right hands;
- Maintain certifications and in-service training for the duration of appointment.;
- A minimum of one (1) year as a corporal or two (2) years as a detective with the Dodge City Police Department (time spent as an “acting” detective, corporal or sergeant will be considered as time served towards the completion of the requirements to test for position;
- Have sixty (60) approved KLETC accredited training hours in: Basic Supervision, Advanced Supervision, Leadership, Community Policing, and Ethics.

EXAMPLES OF PERFORMANCE CRITERIA AND QUALIFICATIONS:

ESSENTIAL FUNCTIONS:

- Effectively supervises and motivates personnel
- Effectively performs shift supervisor duties.
- Trains in, maintains and applies knowledge of the principles and practices of law enforcement and knowledge of current departmental policies, procedures, rules, instruction, laws, regulations and police literature; complies with city and departmental policies and procedures.
- Maintains and exhibits discretion and integrity at all times when handling confidential data.
- Prepares complete and accurate reports and records; provides complete information; review of officer's reports are thorough.

- 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 keen observation skills and ability to remember names, faces, and details of incidents.
- Has 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.
- Establishes and maintains effective working relationships with employees, superiors, other agencies and the public.

APPENDIX II – POLICE CORPORAL

(Amended 15-17)

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; 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:

- **DUTIES:** Effectively performs shift supervisor/commander duties in the absence of the Sergeant.
- Performs a variety of duties in patrolling, investigating, controlling traffic and communications;
- Investigates and prepares reports on offenses, accidents, and damages to property;
- Checks businesses; gives directions and information;
- Makes arrests; issues criminal and traffic citations; books prisoners; transports prisoners; serves warrants and subpoenas; gives verbal warnings; intervenes in private or public disputes to protect the public and maintain order;
- Impounds and tags evidence; prepares reports on arrests and property impounded;;
- Inspects establishments providing alcohol beverages and entertainment; testifies in court;
- Performs initial and follow-up investigations of crimes involving adults and juveniles; investigates complaints; interviews victims, witnesses and suspects;
- Escorts parades and processions; assists other departments and agencies
- Assists in assigning patrol officers to beats; assists in giving pre-shift briefings; assures departmental rules and policies are carried out;
- 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
- 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 requiring a high degree of tact, diplomacy and good judgment to cope with stressful 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 restrain a person, to subdue a violent and/or uncooperative person by methods requiring physical force;
- Ability to stand, walk, run, 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, hand tools, and operate a vehicle;
- Refer to Appendix #VI: *Identification of General Aptitudes and Physical Requirements* from January 1, 2015 through December 31, 2016; Refer to Appendix #VII: *Identification of General Aptitudes and Physical Requirements* beginning January 1, 2017.

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 .

EDUCATION, TRAINING AND EXPERIENCE REQUIREMENTS:

- A high school diploma or G.E.D.;
- A current Kansas driver license;
- Current Kansas State law enforcement certification as a full-time peace officer
- Ability to accurately and effectively (as determined by the KLETC proficiency exam) discharge a rifle, shotgun, and a handgun with the left and right hands;
- Maintain certifications and in-service training for the duration of appointment.
- Have three (3) years of experience as a commissioned police officer, one (1) year being with the Dodge City Police Department;
- Must have sixty (60) approved KLETC accredited training hours in the following areas: Basic Supervision, Leadership, Community Policing and Ethics.

EXAMPLES OF PERFORMANCE CRITERIA AND QUALIFICATIONS:

ESSENTIAL FUNCTIONS:

- Trains in, maintains and applies knowledge of the principles and practices of law enforcement and knowledge of current departmental policies, procedures, rules, instruction, laws, regulations and police literature; complies with city and departmental policies and procedures.
- Prepares complete and accurate reports and records; provides complete information; review of officer's reports are thorough.
- Maintains and exhibits discretion and integrity at all times when handling confidential data.
- 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 keen observation skills and ability to remember names, faces, and details of incidents.
- 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.
- 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

(Amended 15-17)

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; processes crime scenes, searches for and preserves evidence, investigates clues and searches for and apprehends violators;
-
- Interviews or interrogates victims, 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.;
- Assists Fire Department with arson investigations;
- Speaks before school and civic groups as required;
- Serve in specialty areas or as instructors as assigned.
- Performs related duties as required.

SPECIFIC CHARACTERISTICS:

- Work varies requiring individual judgment within prescribed standards and procedures;
- 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 stressful 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 restrain a person, to subdue a violent and/or uncooperative person by methods requiring physical force;
- Ability to stand, walk, run, 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, , fire arms, hand tools, and operate a vehicle;
- Refer to Appendix #VI: *Identification of General Aptitudes and Physical Requirements* from January 1, 2015 through December 31, 2016; Refer to Appendix #VII: *Identification of General Aptitudes and Physical Requirements* beginning January 1, 2017.

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 high school diploma or G.E.D.;
- A current Kansas driver license;
- Current Kansas State law enforcement certification as a full-time peace officer
- Ability to accurately and effectively (as determined by the KLETC proficiency exam) discharge a rifle, shotgun, and a handgun with the left and right hands;
- Maintain certifications and in-service training for the duration of appointment;
- Have three (3) years of experience as a commissioned police officer, one (1) year being with the Dodge City Police Department;
- Have sixty (60) approved KLETC accredited training hours in the following areas: Crime Scene Investigation, Fingerprinting (collection and preservation); Interview and Interrogation, and Photography.

EXAMPLES OF PERFORMANCE CRITERIA AND QUALIFICATIONS:

ESSENTIAL FUNCTIONS:

- Trains in, maintains and applies knowledge of the principles and practices of law enforcement and knowledge of current departmental policies, procedures, rules, instruction, laws, regulations and police literature; complies with city and departmental policies and procedures.
- Prepares complete and accurate reports and records; provides complete information;
- Maintains and exhibits discretion and integrity at all times when handling confidential data.
- 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 keen observation skills and ability to remember names, faces, and details of incidents.
- 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.
- Follows and demonstrates proper safety procedures at all times
- Establishes and maintains effective working relationships with employees, superiors, other agencies and the public.

APPENDIX #IV – POLICE OFFICER

(Amended 15-17)

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:

- **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 or directs 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 criminal and traffic citations; serves warrants and subpoenas; gives verbal warnings; prepares reports on arrests and property impounded;; books prisoners; impounds and tags evidence;
- 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; interviews victims,witnesses and suspects;;
- Assists other departments and agencies; escorts parades and processionsOccasionally serves as dispatcher;
- 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;
- 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 stressful situations in a manner which will command public respect;
- hazards include the need to physically control humans, requiring constant safety considerations in the performance of duties.

PHYSICAL AND SENSORY REQUIREMENTS:

- Ability to restrain a person, to subdue a violent and/or uncooperative person by methods requiring physical force;

- Ability to stand, walk, run, 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, , fire arms, hand tools, and operate a vehicle;

Refer to Appendix #VI: *Identification of General Aptitudes and Physical Requirements* from January 1, 2015 through December 31, 2016; Refer to Appendix #VII: *Identification of General Aptitudes and Physical Requirements* beginning January 1, 2017.

SUPERVISION - RESPONSIBILITY FOR WORK OF OTHERS: Normally none.

EDUCATION, TRAINING, AND EXPERIENCE REQUIREMENTS:

- A high school diploma or G.E.D.;
- A current Kansas driver license;
- Current Kansas State law enforcement certification as a full-time peace officer
- Ability to accurately and effectively (as determined by the KLETC proficiency exam) discharge a rifle, shotgun, and a handgun with the left and right hands;
- Maintain certifications and in-service training for the duration of appointment;
- Successfully complete the DCPD field training program

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.
- Prepares complete and accurate reports and records
- Maintains and exhibits discretion and integrity at all times when handling confidential data.
- 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 keen observation skills and ability to remember names, faces, and details of incidents.
- Knowledge of geography of the city and location of major buildings and landmarks.
- Ability to react quickly and calmly in emergencies.
- 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.
- Follows and demonstrates proper safety procedures.
- Establishes and maintains effective working relationships with employees, superiors, other agencies and the public.

APPENDIX #V – DETECTIVE SERGEANT

(Amended 15-17)

CLASS TITLE: Detective Sergeant

FLSA Status: Partially Exempt

ACCOUNTABLE TO: Police Lieutenant Detective Bureau Commander

FAMILY: Public Safety

PRIMARY OBJECTIVE OF POSITION:

Under general supervision, performs and serves as supervisor in the detective bureau, or special assignments in the protection of life and property; supervises and motivates personnel assigned to the shift/team/detail in the absence of the Lieutenant; performs special investigative duties; carries a case load; 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. All Sergeants are subject to rotation/assignment in to the Patrol or Detective Bureaus for career development or department needs at the Chief's discretion.

MAJOR AREAS OF ACCOUNTABILITY AND PERFORMANCE:

DUTIES:

- 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.
- Performs a variety of duties in patrolling, investigating, controlling traffic and communications;
- Serves as supervisor in the detective bureau in the absence of the Lieutenant; manages timesheet documentation; evaluates subordinates; assures departmental rules and policies are carried out; trains and instructs police personnel in investigation and patrol duties; reviews reports of police officers for completeness and clarity; investigates personnel-related complaints;
- Serves warrants and subpoenas;
- Performs crowd control;
- Responds to family and public disputes;
- Performs primary and follow-up investigations of crimes involving adults and juveniles; collects and preserves evidence; presents testimony in court; investigates major traffic fatality accidents; interviews or interrogates and obtains statements from victims, suspects, witnesses and complainants;
- Assists other agencies and departments;
- Monitors condition of equipment and fleet;
- Makes presentations to schools and civic groups;
- Performs related duties as required.

SPECIFIC CHARACTERISTICS:

- Work varies requiring individual judgment within prescribed standards and procedures;;
- Works regularly with confidential information;;
- 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,
- Work requires care and use of proper safety equipment and procedures to prevent injuries.

PHYSICAL AND SENSORY REQUIREMENTS:

- Ability to restrain a person, to subdue a violent and/or uncooperative person by methods requiring physical force;
- Ability to stand, walk, run, 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, , fire arms, hand tools, , and operate a vehicle;
- Refer to Appendix #VI: *Identification of General Aptitudes and Physical Requirements* from January 1, 2015 through December 31, 2016; Refer to Appendix #VII: *Identification of General Aptitudes and Physical Requirements* beginning January 1, 2017.

SUPERVISION - RESPONSIBILITY FOR WORK OF OTHERS: Serves as supervisor of the detective bureau in the absence of the Lieutenant; may lead patrol operation.

EDUCATION, TRAINING AND EXPERIENCE REQUIREMENTS:

- A high school diploma or G.E.D.
- A current Kansas driver license;
- Current Kansas State law enforcement certification as a full-time peace officer
- Ability to accurately and effectively (as determined by the KLETC proficiency exam) discharge a rifle, shotgun, and a handgun with the left and right hands;
- Maintain certifications and in-service training for the duration of appointment.;
- A minimum of one (1) year as a corporal or two (2) years as a detective with the Dodge City Police Department (time spent as an “acting” detective, corporal or sergeant will be considered as time served towards the completion of the requirements to test for position;
- Have sixty (60) approved KLETC accredited training hours in: Basic Supervision, Advanced Supervision, Leadership, Community Policing, and Ethics.

EXAMPLES OF PERFORMANCE CRITERIA AND QUALIFICATIONS:

ESSENTIAL FUNCTIONS:

- Trains in, maintains and applies knowledge of the principles and practices of law enforcement and knowledge of current departmental policies, procedures, rules, instruction, laws, regulations and police literature; complies with city and departmental policies and procedures.
- Prepares complete and accurate reports and records; review of officer's reports are thorough.

- Maintains and exhibits discretion and integrity at all times when handling confidential data.
- 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.
- 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.
- Follows and demonstrates proper safety procedures
- Establishes and maintains effective working relationships with employees, superiors, other agencies and the public.

APPENDIX #VI - IDENTIFICATION OF GENERAL APTITUDES AND PHYSICAL REQUIREMENTS

(Amended 15-17)

Effective January 1, 2015 through Dec. 31, 2016

Job title: Police Officer **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 principles.

- Ability to understand and follow oral instruction
- Ability to understand and follow written instruction
- Ability to guide and/or give instruction
- Ability to make decisions in accordance with established policies and procedures
- 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:

- Communicate by telephone/radio
- Communicate with general public
- Communicate with coworkers
- Not essential to job function

b. Hearing/Listening:

- In environments with minimal distractions and background noise
- In environments with distractions and background noise
- Not essential to job function

c. Reading: Ability to read and understand text

- Essential to job function
- Not essential to job function

3. Numerical Abilities: Ability to perform mathematical operations quickly and accurately.

- Ability to mentally perform accurate two digit calculations
- 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
- 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.

- Use telephone Use radio/console Use calculator
 Use office machinery (fax, copier etc)
 Use computer keyboard and mouse
 Use hand tools Use power tools
 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.

- 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> |
|---|---|--|
| <input checked="" type="checkbox"/> step stool | <input type="checkbox"/> 1 flight | <input type="checkbox"/> 1-2 |
| <input checked="" type="checkbox"/> 8' to 10' step ladder | <input type="checkbox"/> 2 flights | <input type="checkbox"/> 2-3 |
| <input checked="" type="checkbox"/> extension ladder | <input checked="" type="checkbox"/> 3 or more flights | <input type="checkbox"/> 3-4 |
| <input checked="" type="checkbox"/> other <u>walls & fences</u> | <input type="checkbox"/> other _____ | <input checked="" type="checkbox"/> other <u>see stairways</u> |
| <input type="checkbox"/> Not essential to job | <input type="checkbox"/> Not essential to job | <input type="checkbox"/> 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 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 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):

- Peripheral vision
- Night vision
- Focus (distinctness or clarity)
- Color perception (discriminate between colors)
- Depth perception (determine distance relationships between objects)
- Not essential to job function

APPENDIX #VII - IDENTIFICATION OF GENERAL APTITUDES AND PHYSICAL REQUIREMENTS

(Amended 15-17)

Effective January 1, 2017

Job title: Police Officer **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 principles.

- Ability to understand and follow oral instruct
- Ability to understand and follow written instruction
- Ability to guide and/or give instruction
- Ability to make decisions in accordance with established policies and procedures
- 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:

- Communicate by telephone/radio
- Communicate with general public
- Communicate with coworkers
- Not essential to job function

b. Hearing/Listening:

- In environments with minimal distractions and background noise
- In environments with distractions and background noise
- Not essential to job function

c. Reading: Ability to read and understand text

- Essential to job function
- Not essential to job function

3. Numerical Abilities: Ability to perform mathematical operations quickly and accurately.

- Ability to mentally perform accurate two digit calculations
- 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
- 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.

- Use telephone Use radio/console Use calculator
- Use office machinery (fax, copier etc)
- Use computer keyboard and mouse
- Use hand tools Use power tools
- 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.

- Essential to job function
- Not essential to job function

Explain: Load and operate firearms under stress, collect evidence

6. Physical Demands:

a. Ability to pass within prescribed minimum requirements the following:

Physical Readiness Test: As defined in the Transportability Study developed by FitForce, Inc.

Vertical Jump:	14 inches
Agility Run:	19.5 seconds
Bench Press:	83% of body weight
300 meter run:	68 seconds
Push-ups:	23 (in one minute)
Sit-ups:	30 (in one minute)
1.5 mile run	16.57 minutes

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 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 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):

- Peripheral vision
 - Night vision
 - Focus (distinctness or clarity)
 - Color perception (discriminate between colors)
 - Depth perception (determine distance relationships between objects)
 - Not essential to job function
-

APPENDIX #VIII - 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 IX- DCPD ACCIDENT REVIEW POLICY

(Amended 15-17)

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, his/her supervisor or Patrol Lieutenant shall complete the City of Dodge City Supervisor's Report of Injury Report. The employee will sign the Supervisor's Report of Injury form. The Human Resource Office will complete the 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 two supervisory level officers and two Patrol Officers appointed by the Chief or his/her designee, and the Director of Administration 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 X – PAY PLAN (Amended 07-08, 09-10, 11, 12, 13, 14, 15-17)

<u>Name</u>	<u>Description</u>	<u>*Date in Position</u>	<u>Dec. 31, 2014 Placement</u>	<u>1/1/2015 Placement</u>	<u>2015 Step Movement</u>
GUERRERO	Probationary Rate	02/24/2015	16.46	16.46	17.12
SANCHEZ	Probationary Rate	05/19/2015	16.46	16.46	17.12
MOYER	Probationary Rate	08/18/2015	16.46	16.46	17.12
VELA	Probationary Rate	08/25/2015	16.46	16.46	17.12
VACANT	Police Officer				
MORROW	Police Officer	06/18/2013	17.55	17.55	17.99
FREGON	Police Officer	4/5/2011	18.44	18.44	18.90
DYER	Police Officer	10/14/2014	17.12	17.12	17.55
KRAMER	Police Officer	4/30/2008	20.86	20.86	21.38
WARKENTIN	Police Officer	10/4/2011	19.37	19.86	20.35
VACANT	Police Officer				
STEIN, B	Police Officer	1/03/2012	17.99	17.99	18.44
HERRERA	Police Officer	5/9/2006	20.86	20.86	21.38
WARREN	Police Officer	3/31/14	21.92	21.92	22.47
RICH	Police Officer	4/25/2012	17.99	17.99	18.44
LIMA	Police Officer	7/3/2007	20.35	20.35	20.86
VACANT –HELD OPEN	Police Officer				
GUTIERREZ	Police Officer	5/30/2012	17.99	17.99	18.44
BULLER	Police Officer	01/06/14	19.86	19.86	20.35
VACANT –HELD OPEN	Police Officer				
MAZZA	Police Officer	03/15/2011	18.44	18.44	18.90
KOLBECK	Police Officer	7/7/2009	19.37	19.37	19.86
CAIN	Police Officer	7/28/2009	19.37	19.37	19.86
KELLEY, C	Police Officer	9/29/2009	19.37	19.37	19.86
WARD	Police Officer	12/22/2009	19.37	19.37	19.86
OLSEN	Police Officer	1/4/2010	19.37	19.37	19.86
MACHIELA	Police Officer	12/10/2013	17.55	17.55	17.99
VACANT					
VACANT					
VACANT					
BROWN	Police Corporal	1/10/2005	23.21	23.21	23.79
HADOVANIC	Police Corporal	1/7/2013	21.55	21.55	22.09
KELLY, B	Police Corporal	07/29/2013	20.51	20.51	21.02
SUTTON	Police Corporal	04/14/2014	20.51	20.51	21.02
GEORGE	Detective	1/1/2007	25.29	25.29	25.92
VILLASENOR	Detective	3/05/2012	21.81	21.81	22.36
BICE	Detective	6/23/2008	24.07	24.07	24.68

<u>Name</u>	<u>Description</u>	<u>*Date in Position</u>	<u>Dec. 31, 2014 Placement</u>	<u>1/1/2015 Placement</u>	<u>2015 Step Movement</u>
THOMPSON	Detective	04/14/14	19.76	19.76	20.25
GORDON	Detective	01/07/13	21.81	21.81	22.36
ROBBINS	Sergeant	03/03/14	23.34	23.34	23.92
STEIN	Sergeant	07/22/2013	23.34	23.34	23.92
MORTON	Sergeant	7/7/2003	29.14	29.14	29.87
MCGEE	Sergeant	8/18/2010	25.13	25.13	25.76
GOERTZEN	Sergeant	03/31/14	22.77	22.77	23.34

**Date in Position – Date of placement at Step 1 on scale or position appointed to*

	Police Officer	Corporal	Detective	Sergeant
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
Step 12 – add in 2015	\$22.47	\$24.39	\$25.92	\$29.87
Step 13 – add in 2016	\$23.03	\$25.00	\$26.57	\$30.62
Step 14 – add in 2017	\$23.61	\$25.63	\$27.23	\$31.38

APPENDIX #XI - 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

Memorandum

*To: City Manager
City Commissioners*
From: Ray Slattery, P.E. 
Director of Engineering Services
Date: October 30, 2014
*Subject: Primary Pump Station
Improvements (Screening
Building) SS 1102*
Agenda Item: New Business

Recommendation: Approve Change Order No. 1 for Primary Pump Station Improvements (Screening Building) in the amount of \$17,746.50.

Background: The construction of the Screening Building was approved by the Commission on April 7, 2014. Construction started in September of 2014.

Justification: There is a conflict between the 24" Gravity By-Pass line from the new MH-1 with the existing 20" Force Main from the Pump Station. The 24" By-Pass line will be rerouted closer to the Pump Station where the 20" Force Main is deeper to eliminate the conflict. This reroute will require additional pipe, fitting, and manhole. The cost for the relocation is \$15,613.50. Two additional days have also been requested to perform this work.

The contractor suggested a change in the Sluice Gate in MH-1 from Cast-Iron to a Composite Material. After discussion with the Engineering and Staff from CH2M Hill it was agreed to go with the Composite Sluice Gate in MH-1. The cost of this change is an additional \$661.00.

The contractor requested to delete a construction joint in the stem wall construction of building. Staff and the Engineer agreed to this change. This resulted in a savings of \$328.00.

Change in the electrical for the building. An additional panel is needed and a 100 amp 3 phase breaker is required instead of the 70 Amp 3 phase planned. This is an increase of \$1800.00.

Financial Considerations: Change Order No. 1 is for an increase of \$17,746.50

Purpose/Mission: One of the City's core values in Ongoing Improvements. With the construction of these improvements the City is preparing for the community's future and providing new possibilities for current and future citizens of our community.

Legal Considerations: N/A

Attachments: Change Order No. 1

CHANGE ORDER No. 1

Date of Issuance: October 14, 2014

Project Name: Primary Lift Station Improvements	Owner: City of Dodge City, KS	Owner's Project Number:
Engineer's Project Number (if applicable): 34-08827-009-1009	Date of Contract: May 1, 2014	
Contractor: Wildcat Construction Co., Inc.	Funding Agency Project Number (if applicable): KWPCRLF C20-1792-01	

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change Order No. 1 includes the following RFI's from the Contractor:

- RFI No. 006
- RFI No. 007
- RFI No. 008
- RFI No. 009

Each RFI, justification for the change, and pricing is attached as part of documentation for Change Order No. 1.

Change to CONTRACT PRICE

Original CONTRACT PRICE:	\$ <u>770,235.00</u>
Current CONTRACT PRICE (as adjusted by previous CHANGE ORDERS):	\$ <u>770,235.00</u>
Increase in CONTRACT PRICE as of this Change Order:	\$ <u>17,746.50</u>
The new CONTRACT PRICE incorporating this CHANGE ORDER:	\$ <u>787,981.50</u>

Change to CONTRACT TIME:

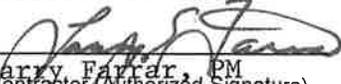
Original Contract Times: Working Days Calendar Days
 Substantial completion (days or date): January 25, 2014
 Final completion (days or date): February 24, 2014

The CONTRACT TIME (as adjusted by previous CHANGE ORDERS):
 Substantial completion (days or date): _____
 Final completion (days or date): _____

Increase in CONTRACT TIME as of this Change Order:
 Substantial completion (days or date): January 28, 2014
 Final completion (days or date): February 27, 2014

CONTRACT TIMES with all approved CHANGE ORDERS:
 Substantial completion (days or date): January 28, 2014
 Final completion (days or date): February 27, 2014

REQUESTED:
 Wildcat Construction Co., Inc.

By: 
 Larry Farrar, PM
 Contractor (Authorized Signature)

Date: 10/16/14

Approved by Funding Agency (if applicable):

RECOMMENDED:
 By: 
 Engineer (Authorized Signature)

Date: 10/20/14

ACCEPTED:
 By: _____
 Owner (Authorized Signature)

Date: _____

Date: _____

**REQUEST FOR INFORMATION
FROM WILDCAT CONSTRUCTION CO., INC.**

**City of Dodge City, Kansas
Primary Lift Station Improvements**

**DATE SUBMITTED:
10/9/14**

**RESPONSE REQUESTED BY:
At your earliest convenience**

**SUBMITTED BY:
Larry Farrar**

**FROM:
Wildcat Construction Co., Inc.**

SUBJECT: Existing lines conflicting with 24" WT-5

We request a change order due to the conflict between the 24" WT-5 line and the existing 20" force main from the lift station. The cost to realign line WT-5 to go around the 20" force main conflict: We plan to exit MH #1 and install a 45 degree bend to take the line to the east near the lift station, add a manhole at this location and turn the line back to enter the overflow basin near the original design location.

A cost sheet is attached for your review. The total cost for this option is \$ 15,613.50.

The additional manhole will be lined with Wilkooon HB Grey epoxy, Wilko Paint No. 332.98 (this meets PEC standards).

**We request 2 additional days for this work.
There is an additional cost of \$15,613.50 for this change.**

RESPONSE:

RESPONSE BY:

RESPONSE DATE:

Professional Engineering Consultants, P.A.

Realign 24" WT-5 to go around conflict with existing 20" force main

Install 24" & Manhole	81 Manhours	\$ 35.58	\$ 2,882.00
Superintendent	18 Manhours	\$ 52.50	\$ 945.00
Per Diem	7 Days	\$ 72.00	\$ 504.00
Equipment	60 Hours	\$ 35.27	\$ 2,116.00
Materials	24" DIP	20 LF	\$ 112.56 \$ 2,251.20
	24" Bend	1 EA	\$ 1,242.36 \$ 1,242.36
	Manhole	1 EA	\$ 1,200.00 \$ 1,200.00
	Sand	40 TN	\$ 7.00 \$ 280.00
	Concrete	12.9 CY	\$ 150.00 \$ 1,935.00
	Reinforcing Steel	369 LB	\$ 0.60 \$ 221.40
			\$ 13,576.96
	Markups		
	Labor, Equip, Material	15%	\$ 2,036.54
			\$ 15,613.50

**REQUEST FOR INFORMATION
FROM WILDCAT CONSTRUCTION CO., INC.**

**City of Dodge City, Kansas
Primary Lift Station Improvements**

**DATE SUBMITTED:
10/8/14**

**RESPONSE REQUESTED BY:
At your earliest convenience**

**SUBMITTED BY:
Larry Farrar**

**FROM:
Wildcat Construction Co., Inc.**

SUBJECT: Plasti-Fab Sluice Gate Change

We request a change order for furnishing Plasti-Fab sluice gates in lieu of the specified CI gates as requested. The additional cost of the gates is \$661 (cost of \$575 + 15%).

**We request 0 additional days for this work.
There is \$661.00 for this change.**

RESPONSE:

RESPONSE BY:

RESPONSE DATE:

Professional Engineering Consultants, P.A.

**REQUEST FOR INFORMATION
FROM WILDCAT CONSTRUCTION CO., INC.**

**City of Dodge City, Kansas
Primary Lift Station Improvements**

**DATE SUBMITTED:
10/8/14**

**RESPONSE REQUESTED BY:
At your earliest convenience**

**SUBMITTED BY:
Larry Farrar**

**FROM:
Wildcat Construction Co., Inc.**

SUBJECT: Construction Joint deletion

We request a change order to eliminate the construction joints in the foundation joints of the screen building as shown in detail 1/S1.1. We propose a credit to the owner of \$328 for this change.

**We request 0 additional days for this work.
There is \$328 credit for this change.**

RESPONSE:

RESPONSE BY:

RESPONSE DATE:

Professional Engineering Consultants, P.A.

**REQUEST FOR INFORMATION
FROM WILDCAT CONSTRUCTION CO., INC.**

**City of Dodge City, Kansas
Primary Lift Station Improvements**

**DATE SUBMITTED:
10/8/14**

**RESPONSE REQUESTED BY:
At your earliest convenience**

**SUBMITTED BY:
Larry Farrar**

**FROM:
Wildcat Construction Co., Inc.**

SUBJECT: Electrical Change

We request a change order to for the requested electrical change as follows:
Provide and install Panel HA, as well as a 100a3p SqD 1 line breaker in existing EDP, replacing original 70a3p. This is a material change, labor for these items were in the original project. Cost for the change is \$1,800.00 (subcontract cost w/ no markup per agreement w/ PEC).

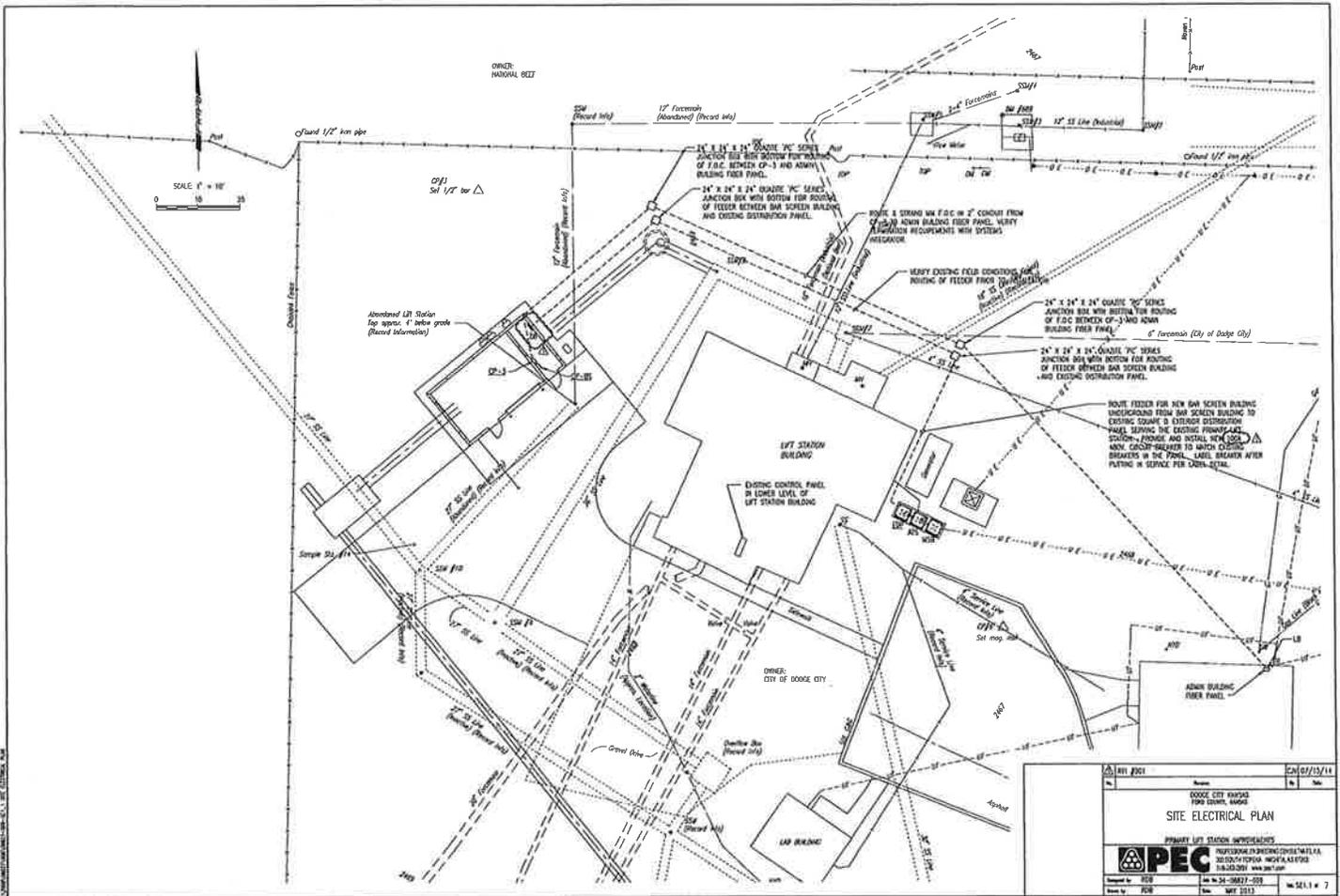
**We request 1 additional days for this work.
There is \$1,800.00 additional cost for this change.**

RESPONSE:

RESPONSE BY:

RESPONSE DATE:

Professional Engineering Consultants, P.A.



DATE PLOT	05/15/11
PROJECT	GOODE CITY KANSAS 1900 SOUTH 8400 S
SITE ELECTRICAL PLAN	
PRIMARY LIFT STATION IMPROVEMENTS	
 PEC PROFESSIONAL ENGINEERING CONSULTANTS 114-1420-DENVER BOULEVARD DENVER, CO 80202	
DESIGNED BY	RSB
CHECKED BY	RSB
DATE	MAY 2011
SCALE	AS SHOWN

ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE ALTERNATE DIMENSIONS. DIMENSIONS IN FEET AND INCHES ARE TO BE USED UNLESS OTHERWISE NOTED. DIMENSIONS IN METERS ARE TO BE USED UNLESS OTHERWISE NOTED. DIMENSIONS IN METERS ARE TO BE USED UNLESS OTHERWISE NOTED. DIMENSIONS IN METERS ARE TO BE USED UNLESS OTHERWISE NOTED.



Parks and Recreation

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8144

Memorandum

To: Cherise Tieben, City Manager
City Commissioners

From: Kathy Denhardt, Mobility Manager
Paul Lewis, Parks & Recreation Director

Date: October 30, 2014

Subject: Amendment to Interlocal Agreement

Agenda Item: New Business

Recommendation: Staff recommends the City Commission adopt an Amendment to the Interlocal Agreement between the City of Dodge City and the Finney County Council on Aging (FCCA) related to providing Dispatching Services to the Dodge City Public Transportation Program.

Background: In July 2012 the City Commission adopted an Interlocal Agreement with the Finney County Council on Aging establishing an agreement in which Finney County Transit (a unit within FCCA) provides computer aided dispatching services to Dodge City's Public Transportation Program. These computer aided dispatching services have been an integral factor allowing the Public Transportation Program to increase annual ridership from 9,170 rides in 2012 to a projected 21,000 rides in 2014.

Justification: As the Public Transportation Program prepares to launch Fixed Route bus service in Dodge City and make other changes in our service, it is necessary to update the Interlocal Agreement to reflect those changes. Additional changes to the Agreement grow from experience implementing the Agreement over the two year period. Changes include updating the size of the bus fleet, the different types of service to be provided, and eligibility of clients. In addition, we are adding procedures for handling unexpected expenses or potential budget shortfalls.

Financial Considerations: There are no direct costs associated with the proposed amendments to the Interlocal Agreement. The amendments will, however, provide a more collaborative and transparent approach to handling the financial components of the dispatching agreement now and into the future.

Purpose/Mission: Improvements to Public Transportation represent the City's core values of Ongoing Improvement and Preparing for the Community's Future.

Legal Considerations: These amendments to the Interlocal Agreement provide the legal framework within which the two entities operate with regard to Dispatching.

Attachments: Amendment #1 to the Interlocal Agreement between the City of Dodge City and the Finney County Council on Aging.

City/FCCA Dispatching Agreement Amendment #1

This Amendment to the Agreement is effective as of this _____ day of _____, 2014, and is entered into by and between the City of Dodge City (CITY), a municipal corporation and Finney County Council on Aging Inc. (FCCA) a private non-profit corporation.

WHEREAS: The CITY and FCCA have previously entered into agreement to provide dispatching services for CITY's Public Transportations program, and;

WHEREAS: CITY's Public Transportation program will begin to provide additional services to the citizens of Dodge City and Ford County, and;

WHEREAS: The CITY and FCCA now desire to amend the terms of the Agreement as more particularly set forth below.

NOW THEREFORE BE IT RESOLVED: That the Agreement for Dispatching Services be amended as follows:

A. Section 2 of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

2 CONTRIBUTION OF CITY. Annually, prior to submittal of KDOT grant application, FCCA and CITY shall review and agree upon a budget based on projected services as related to the 5311 grant application. This will include a detailed description of operating, administrative and capital expenses.

CITY agrees to pay to FCCA, a share of equipment acquisition and annual dispatching operating and administrative expenses, as follows:

- (a) In years in which CITY and FCCA agree to acquire dispatching related capital equipment to be used in dispatching for CITY, CITY shall reimburse FCCA an amount equal to twenty percent (20%) of equipment acquisition costs not reimbursed by KDOT grant funding.
- (b) Each month FCCA will submit a bill to CITY for the relevant dispatch capital equipment, operating and administrative expenses. CITY shall reimburse FCCA for the local match portion of said capital equipment, operating and administrative expenses which is not reimbursed by KDOT through the 5311 grant program. CITY shall also reimburse FCCA for the relevant administrative costs beyond what is paid by KDOT through the Administrative portion of the 5311 grant. The expected dispatch capital equipment, operating and administrative expenses will be contained in the budget FCCA and CITY agree upon prior to submitting the 5311 grants each year (see Section 2 above).

- i. If dispatch operating or administrative expenses exceed or are anticipated to exceed budgeted amounts, FCCA will make the CITY aware of this situation. FCCA shall submit a supplemental request to KDOT to cover the additional expenses, and notify the CITY with a copy of the request.
 - ii. If KDOT does not provide supplemental dispatch operating or administrative funds, FCCA shall notify CITY within seven (7) days of KDOT's decision and both FCCA and CITY agree to meet and mutually determine budget adjustments including potential additional reimbursement by CITY and expense reductions by FCCA.
- (c) The payment made by CITY to FCCA for dispatching capital equipment, operating and administrative expenses shall be made within thirty (30) days of submission of an accounting from FCCA to CITY for the previous month's dispatching capital equipment, operating and administrative expenses;
- (d) If either party terminates this Agreement, for any reason, FCCA shall not be required to repay or reimburse CITY for any expenditure made by CITY for equipment acquisition costs;
- (e) FCCA shall provide CITY all financial and dispatching reports requested by CITY that relate to the general public transportation dispatching services provided by FCCA for which the financial contributions set forth herein are to be made by CITY.

B. Section 3 of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

3. OPERATION OF DISPATCHING AND TRANSPORTATION SERVICES. Other than input by CITY on the conduct of dispatching services, all dispatching shall be under the exclusive control of FCCA. Material dispatching operational changes shall be presented to the CITY and FCCA, and shall be subject to approval at least ninety (90) days prior to the annual KDOT grant submission deadline.

Other than input by FCCA on the operation of transportation services, all transportation operations shall be under the exclusive control of CITY. Material transportation operational changes shall be presented to the CITY and FCCA, and shall be subject to approval by same. Material operational changes including, but not limited to, additional vehicles(s) and/or expansion of service area may result in increased costs to CITY. In the event FCCA is not awarded an increase in KDOT funding and CITY opts to proceed with changes, CITY shall be billed for these costs at 100% with billing occurring outside of the KDOT grant.

- (a) CITY operates a fleet of eight (8) vehicles, providing demand response services in Dodge City plus 2 miles beyond the city limits. In the future CITY will shift to

operating three Fixed Route buses and three buses to provide the required complementary ADA Para-transit service within $\frac{3}{4}$ mile of the Fixed Routes, and demand response beyond that boundary throughout Ford County. Dispatch Services for three ADA Para-transit and Demand Response service routes will be provided from 6:00 a.m. to 7:00p.m. Monday through Friday. Service will be provided every weekday except on days when the CITY Public Transportation service is deemed closed. There will be no service provided on weekends or major holidays. CITY understands that when FCCA experiences weather related closings and on special occasions the FCCA governing body may designate special holidays, FCCA shall provide dispatch services for CITY if CITY is operating, but these will be billed to CITY at double time pay as required for FCCA employees to work those days, outside of the grant. A list of common holiday closures appears in Attachment B, but shall be negotiated each year as FCCA and CITY determine their specific dates of Holiday closures.

- (b) CITY reserves the right to determine that weather related closures will occur in Ford County. FCCA shall provide dispatching services for CITY Public Transportation Service during all agreed to days and times of service, even during those times when FCCA determines that service needs to be cancelled in the FCCA service area due to inclement weather.
- (c) FCCA and CITY provide “general public transportation” as defined by the USC 49-5311 grant program. Demand Response and Para-transit service is based on a first come first served basis, and no prioritizing of rides shall be permitted. CITY will provide mandatory ADA Para-transit Service in an area $\frac{3}{4}$ mile outside Fixed Route bus routes. Para-transit Service is limited to qualified persons who are functionally unable to independently use Fixed Route service. Material operational changes including, but not limited to, additional vehicles(s) and/or expansion of service area may result in increased costs to CITY. In the event KDOT funding is not sufficient to meet the budget agreed to by CITY and FCCA, CITY and FCCA shall meet to consider service changes and possible changes in billing to CITY.

C. Section 4 of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

4. INSURANCE. CITY shall be responsible for all general liability, vehicle and property casualty insurance required for operation of the general public transportation services contemplated by this Agreement. FCCA shall be responsible for employee general liability and property casualty insurance on dispatch employees and dispatching equipment, with expenses included in the KDOT administration grant.

D. Section 8 of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

8. TERMINATION. Either party may terminate its participation in the centralized dispatch program and services, and this Agreement, for any reason, by providing other party written notice of termination not less than ninety (90) days prior to the end of the initial or any renewal term.

E. Section 10 of the Agreement is hereby amended and restated in its entirety and shall hereafter be and read as follows:

10. ELIGIBLE PASSENGERS. Eligible passengers for Para-transit and Demand Response shall be only those in the “service area” of Dodge City who are either pre-certified by CITY as eligible for ADA Para-transit due to having a disability that prevents them from riding fixed route buses within $\frac{3}{4}$ miles either side of the Fixed Routes OR are beyond the $\frac{3}{4}$ mile ADA Para-transit service area but within service area of CITY as certified by CITY. CITY shall provide each eligible passenger who uses the transportation service a Dodge City Public Transportation rider handbook, Attachment C. For those passengers requiring ADA Para-transit services, CITY shall provide an ADA Para-transit application and once eligibility is determined by CITY, provide approved application to FCCA to enter into computer aided dispatching software as an eligible ADA Para-transit passenger. Non-ADA Para-transit eligible passengers who are beyond the $\frac{3}{4}$ mile ADA Para-transit but within the service area of Dodge City will be provided an intake form to obtain client passenger information. Once eligibility is determined by CITY, the CITY will provide approved client information to FCCA to enter into computer aided dispatching software as an eligible Demand Response client.

IN WITNESS WHEREOF, the parties hereto have approved and signed this Agreement the day and year indicated below.

CITY OF DODGE CITY, KANSAS (CITY)

Date

By _____
BRIAN DELZEIT, Mayor

ATTEST:

Nannette Pogue, City Clerk

FINNEY COUNTY COMMITTEE ON AGING,
INC. (FCCA)

Date

By _____
BETH TEDROW, Chairperson

ATTEST:

ANNA MAY VELEV, FCCA Secretary

Attachment B
Holiday Closures remainder of 2014

Wednesday, November 11, 2014 Veterans Day Closed

Wednesday, November 26th close at 1:00 pm (CITY will continue operations until normal closing time, with dispatch being carried out by forwarding calls to CITY staff.)

Thursday and Friday, November 27 and 28, 2014 Thanksgiving Closed

Wednesday, December 24 at 1:00 pm

Thursday and Friday, December 25, 2014 Christmas Closed

Wednesday, December 31 at 1:00 pm

Thursday, January 1, 2015 New Year's Day Closed