

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N. 2nd Avenue

Monday, June 1, 2020

7:00 p.m.

MEETING #5158

This will be an entirely virtual meeting, and there are multiple options to watch and listen:

Watch live on our Facebook page at www.facebook.com/cityofdodgecity or our Vimeo page at www.vimeo.com/cityofdodgecity

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

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 Special City Commission Meeting Minutes, May 15, 2020;
2. Approval of City Commission Meeting Minutes, May 18, 2020;
3. Approval of Special City Commission Meeting Minutes, May 22, 2020;
4. Appropriation Ordinance No.10 , June 1, 2020;
5. Approval of Change Order #5 for the YMCA addition to the Sheridan Building.

ORDINANCES & RESOLUTIONS

Resolution No. 2020-12: A Resolution of the City of Dodge City, Kansas, Authorizing the Salary of City Commission as Provided in the City Code of the City of Dodge City and Permitting Declination of Compensation. Report by City Manager, Cherise Tieben.

Resolution No. 2020-17: A Resolution of the City of Dodge City, Kansas Giving Authority to Award Contract Commitment of City Funds for US 50 & Gary Avenue Widening Project. Report by Director of Engineering, Ray Slattery.

Resolution No. 2020-18: A Resolution Designating the Fidelity State Bank and Trust Company, Dodge City, Kansas, as an Official Depository Bank, and Stating the Official Signers on the Accounts. Report by Finance Director, Nicole May.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Change Order #3 for Dodge City National Beef Processors Wastewater System Improvements. Report by Director of Engineering, Ray Slattery.
2. Approval of Quote for the Infrastructure Improvements for Wagon Wheel #3. Report by Director of Engineering, Ray Slattery.
3. Approval of Bids for the City of Dodge City Insurance Service Provider. Report by Director of Administration, Ryan Reid.
4. Approval of the Amendment to Agreement of Purchase and Sale. Report by City Manager, Cherise Tieben.
5. Approval of 2021 Memorandum of Understanding between City of Dodge City and Fraternal Order of Police, Lodge #49 of Dodge City, Kansas. Report by Assistant City Manager/Legislative Affairs, Ernestor De La Rosa.

OTHER BUSINESS

EXECUTIVE SESSION

Land Acquisition

ADJOURNMENT

SPECIAL CITY COMMISSION MEETING MINUTES

This will be an entirely virtual meeting

Friday, May 15, 2020, 8:00 am

Meeting 5156

This will be an entirely virtual meeting. There are three options to watch and listen to the meeting.

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity
2. Watch live on Zoom Webinars at <https://us02web.zoom.us/j/88926211954>
3. Or for those without internet access or would prefer audio only, call into one of the following numbers
+1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or
+1 312 626 6799

Webinar ID: 889 2621 1954

CALL TO ORDER

ROLL CALL: Mayor Joyce Warshaw, Commissioners, Joseph Nuci, Brian Delzeit, and Rick Sowers, Kent Smoll joined at 8:05

NEW BUSINESS

1. Commissioner Joseph Nuci moved to approve the CDBG Local Revolving Loan Fund Requests and for Staff and Review Committee recommends approval of the following CDBG Local Revolving Loan Funds and requests the Mayor to sign the Determination of Level of Review attached for each applicant business. All loans will be a three-year term at 1% interest with the first six months being interest only for the following:

Bella Italia - \$22,000

Boot Hill Antiques - \$30,000

Color Bar by Leslie, LLC - \$17,000

El Rodeo Bar & Grill - \$35,000

Ensueno Boutique & Hair Salon - \$15,000

Guillermo Lopez Income Tax - \$10,000

Liberty Group of Investment (Dodge House Hotel) - \$25,000

Ozone Roofing, Inc. - \$25,000

RJ Quick Draw - \$19,000

Snow Station - \$12,000

Commissioner Brian Delzeit seconded the motion. The motion carried 5 – 0.

2. Commissioner Kent Smoll moved to approve Governor Kelley's CESF (Coronavirus Emergency Supplemental Funding) Grant for COVID-19 in the amount of \$358,051. Commissioner seconded the motion. The motion carried 5 – 0.

3. City Manager Cherise Tieben spoke about City Facilities moving into the Phase Two Re-Opening Plan. The City will stay on Phase 1 until June 1st. These plans are for the City of Dodge City offices and city owned facilities only.

Assistant City Manager, Ernesto DeLaRosa gave an update on the status of the COVID-19 cases.

Assistant City Manager, Melissa McCoy gave an update on the reopening dates for the Why Not Dodge Facilities under Phase 1.5.

Dr Trotter spoke on the COVID-19 and agreed with the reopening plan.

The plan is subject to change depending on the status of the metrics in the upcoming days.

Commissioner Delzeit agreed with the reopening and excused his self from the meeting.

All Commissioners agreed on the reopening as presented.

ADJOURNMENT

Commissioner Joseph Nuci made a motion to adjourn the meeting. Commissioner Kent Smoll seconded the motion. The motion carried 4 - 0.

ATTEST:

Joyce Warshaw, Mayor

Connie Marquez, City Clerk

CITY COMMISSION MEETING MINUTES
City Hall Commission Chambers
Monday, May 18, 2020
7:00 p.m.
MEETING #5157

This will be an entirely virtual meeting. There are three options to watch and listen to the meeting.

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity
2. Watch live on Zoom Webinars at <https://us02web.zoom.us/j/84257901244>
3. Or for those without internet access or would prefer audio only, call into one of the following numbers +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799
And use Webinar ID: 842 5790 1244

CALL TO ORDER

ROLL CALL: Mayor Joyce Warshaw, Commissioners Kent Smoll, Joseph Nuci, Brian Delzeit, and Rick Sowers

INVOCATION by

PLEDGE OF ALLEGIANCE

SUBMIT QUESTIONS OR COMMENTS

No questions or comments submitted

PUBLIC HEARING

Mayor Joyce Warshaw opened the Public Hearing on the Rural Housing Incentive District (Wagon Wheel 3). There were on comments. Mayor Joyce Warshaw closed the Public Hearing.

PUBLIC HEARING

Mayor Joyce Warshaw opened the Public Hearing on the Rural Housing Incentive District (Candletree 6). There were on comments. Mayor Joyce Warshaw closed the Public Hearing.

PUBLIC HEARING

Mayor Joyce Warshaw opened the Public Hearing Public Hearing for Wagon Wheel II Assessments. There were on comments. Mayor Joyce Warshaw closed the Public Hearing.

APPROVAL OF AGENDA

Commissioner Brian Delzeit made a motion to approve the revised agenda as presented. Commissioner Joseph Nuci seconded the motion. The motion carried 5 - 0.

PETITIONS & PROCLAMATIONS

Mayor Joyce Warshaw read the National Public Works Week Proclamation and proclaimed the week of May 17 through May 23, 2020 as National Public Works Week. Corey Keller, Public Works Director, thanked all the Public Work employees and let them know they are very much appreciated for all their hard work.

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, May 4, 2020;
2. Appropriation Ordinance No.9, May 18, 2020;
3. Approval of Ratification for Change Order No. 1 for New Recycling Building.

Commissioner Kent Smoll moved to approve the consent calendar as presented. Commissioner Brian Delzeit seconded the motion. The motion carried 5 -0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3733: An Ordinance of the Governing Body of the City of Dodge City, Kansas, establishing a Rural Housing Incentive District within the City and adopting a plan for the development of housing and public facilities in such district, and making certain findings in conjunction therewith (Wagon Wheel III) was approved on a motion by Commissioner Joseph Nuci. Commissioner Brian Delzeit seconded the motion. The motion carried 5 - 0.

Ordinance No. 3734: An Ordinance of the City of Dodge City, Kansas amending the Official Zoning Map of the City, changing the lots located at 3230 & 3232 North 14th Avenue from R-S Residential Suburban, to C-2 Commercial Highway was approved on a motion by Commissioner Brian Delzeit. Commissioner Kent Smoll seconded the motion. The motion carried 5 – 0.

Ordinance No. 3735: An Ordinance levying Special Assessments on certain property to pay the costs of internal improvements in the City of Dodge City, Kansas, as heretofore authorized by Resolution No.2018-15 of the city; and providing for the collection of such special assessments was approved on a motion by Commissioner Kent Smoll. Commissioner Brian Delzeit seconded the motion. The motion carried 5 - 0.

Resolution No. 2020-13: A Resolution of the City of Dodge City, Kansas, authorizing certain public improvements and providing for the payment of the costs thereof was approved on a motion by Commissioner Joseph Nuci. Commissioner Brian Delzeit seconded the motion. The motion carried 5 - 0.

Resolution No. 2020-14: A Resolution determining the advisability of the making of certain internal Improvements in the City of Dodge City, Kansas; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings (various internal improvements/wagon wheel addition, Unit 3) was approved on a motion by Commissioner Brian Delzeit. Commissioner Kent Smoll seconded the motion. The motion carried 5 - 0.

Resolution No. 2020-15: A Resolution of the governing body of the City of Dodge City, Kansas giving notice of a Public Hearing on the advisability of creating a community improvement district was approved on a motion by Commissioner Joseph Nuci. Commissioner Kent Smoll seconded the motion. The motion carried 5 - 0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Brian Delzeit moved to approve the application for Black Hills Energy Subdivision Final Plat. Commissioner Joyce Warshaw seconded the motion. The motion carried 5 - 0.
2. Commissioner Kent Smoll moved to approve to the grant application and to execute the FAA CARES Act Grant Offer by City Manager Cherise Tieben, Attorney Brad Ralph and Public Works Director, Corey Keller. Commissioner Joseph Nuci seconded the motion. The motion carried 5 - 0.

OTHER BUSINESS

Staff Reports

ADJOURNMENT

Commissioner Kent Smoll made a motion to adjourn the meeting. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

Joyce Warshaw, Mayor

ATTEST:

Connie Marquez, City Clerk

SPECIAL CITY COMMISSION MEETING MINUTES

Friday, May 22, 2020, 8:00 am

Meeting 5158

This will be an entirely virtual meeting, and there are multiple options to watch and listen:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity or our Vimeo page at www.vimeo.com/cityofdodgecity. Comments on these streams will be open to be utilized for the Public Hearings. The meeting will be archived on both sites to be viewed after the live video has ended.
2. Watch live on Zoom Webinars at <https://us02web.zoom.us/j/84981451803>
3. Or for those without internet access or for audio only, call into one of the following numbers +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099
Webinar ID: 849 8145 1803

CALL TO ORDER

ROLL CALL: Mayor Joyce Warshaw, Commissioners Rick Sowers, Kent Smoll, Joseph Nuci, Brian Delzeit

PUBLIC HEARING

Mayor Joyce Warshaw opened the Public Hearing to consider an application to be submitted to the Kansas Department of Commerce for the Small Cities Community Development Block Grant funds under the CDBG-CV Economic Development category. Special Projects Coordinator/Housing, Mollea Wainscott spoke in reference to the application and there were no public comments. Mayor Joyce Warshaw closed the public hearing.

NEW BUSINESS

Resolution No. 2020-16, allowing the City of Dodge City to apply for assistance from CARES Act under the Community Development Block Grant (CDBG) Program and to administer the funds if awarded was approved on a motion by Commissioner Brian Delzeit, Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

Assistant City Manager/Legislative Affairs, Ernestor De La Rosa gave report on the support to celebrate World Refugee Day on June 20th which has been requested by Catholic Charities of Southwest Kansas. He asked the city commissioner for their consensus. All Commissioners were in favor of supporting the request.

City Manager Cherise Tieben gave up date on the Phase 2 - Re-Opening Plan for the City of Dodge City Owned Facilities/Operations.

ADJOURNMENT

Commissioner Kent Smoll moved to adjourn the meeting. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

Joyce Warshaw, Mayor

ATTEST:

Connie Marquez, City Clerk

Memorandum

*To: City Manager
City Commissioners*
*From: Ray Slattery, P.E.
Director of Engineering Services*
Date: May 27, 2020
*Subject: CO #5 of the YMCA Addition to
Sheridan Building, CA 1800*
Agenda Item: Consent Calendar

Recommendation: Approve Change Order #5 for the YMCA addition to the Sheridan Building in the amount of \$21,045.79.

Background: With the ongoing construction of the YMCA addition, several items have arisen. As part of the original contract Water and sewer services were only to be stubbed out 5' outside the building. During the original scoping of the Locker Room the water and sewer service was only to be extended 5' outside the new building. It was also undetermined if a new water service/meter would be installed to this building. Once it was determined that a new service was not going to be installed, it made sense to go ahead and connect the building to the services of the Sheridan. To do this was an additional \$5,086.45. During the removal of the existing building, the contractor discovered that the existing water services and sewer service to the Sheridan building ran through the footings. The Demo contractor ended up breaking these services during the demo process. The services needed to be repaired to allow the YMCA to continue operation. The cost to make these repairs and add a couple new sleeves to install new water service in the future was \$11,719.34. The electrical service needed to be upsized to meet the demands of the HVAC equipment. The cost of this was an additional \$4,240.00.

Financial Considerations: the result of Change Order #5 is a total increase of \$21,045.79. This will make the total contract \$809,235.69.

Purpose/Mission: The completion of this project would align with the City's Core Values of Ongoing Improvement and Working Towards Excellence.

Legal Considerations: By approving this change order to Conant Construction, LLC contract, the City will be responsible for the additional payments to Conant Construction, LLC.

Attachments: Change Order #5

Change Order 5 - Fixed Contract Amount

This Agreement, Made as of May 19, In the Year of 2020,

Between the Owner: **City of Dodge City**
 PO Box 880
 Dodge City, Kansas 67801
 (620) 225-8106

And the Contractor: **CONANT Construction LLC**
 10562 Hwy 50 W
 Dodge City, Kansas 67801
 United States
 09-00000292
 620-408-6784

For the Change Order: **Change Order 5**

For the Project: **YMCA - Dodge City**

The Owner authorizes the Contractor to make the following changes to the above project:

Description:

Name	Description	Total
Div. 15 - Mechanical		
Locker Room Water/Sewer Service		
	<i>Water Service From Existing Building</i>	\$2,539.20
	<i>Sewer Service</i>	\$2,547.25
Existing Water Line Repairs		
	<i>4/2/2020 Repair - Water Line</i>	\$2,592.90
	<i>4/10/20 Repair - Water Line</i>	\$3,080.00
	<i>4/13/20 Repair - Sewer Line</i>	\$2,130.00
	<i>4/16/20 - Sleeves Requested By City</i>	\$3,916.44
Div. 16 - Electrical		
Upgraded HVAC Power		

Name	Description	Total
<i>Additional HVAC Power</i>		\$4,240.00
TOTALS		\$21,045.79

ATTACHMENTS:

The following is based on information provided by the contractor.

Contract Sum

Original Contract Amount	\$771,779.90
Revised Contract Amount Prior to this Change Order	\$788,189.90
Cost for this Change Order	\$21,045.79
 The New Contract Total including this Change Order	 \$809,235.69

Contract Time

Change in Contract Time for this Change Order _____ days

Date of Substantial Commencement for this Change Order shall be:

Adjusted Date of Substantial Completion, including this Change Order shall be: _____

ACCEPTANCE

This agreement is not valid until signed by Owner and Contractor.

Signature indicates agreement herewith, including any adjustment in the Contract Total and Contract Time.



 Owner

5/19/2020

 Dated

 Contractor

 Dated

Cisco's Plumbing, LLC
 1500 5th Ave
 Dodge City, KS 67801 US
 ciscosplumbing87@hotmail.com

Invoice



BILL TO
Conant Construction LLC 10562 U.S. 50 Business Dodge City, KS 67801

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1579	04/08/2020	\$2,592.90	04/08/2020	Due on receipt	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/02/2020	Services	Water leak at YMCA - Repair water leak with a 2" galvanized pipe and 2 mechanical couplings	22.50	80.00	1,800.00T
	Sales item	2" Galvanized pipe 20'	1	317.90	317.90T
	Sales item	Shop supplies	1	15.00	15.00T
	Sales item	mini excavator	1	460.00	460.00T

YMCA - TAX EXEMPT (CITY OF DC)	SUBTOTAL	2,592.90
	TAX	0.00
	TOTAL	2,592.90
	BALANCE DUE	\$2,592.90

Never Fear Cisco Is Here For All Your Plumbing Needs!!

Thank You For Your Business!

Cisco's Plumbing, LLC
 1500 5th Ave
 Dodge City, KS 67801 US
 ciscosplumbing87@hotmail.com

Invoice



BILL TO
Conant Construction LLC 10562 U.S. 50 Business Dodge City, KS 67801

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1594	04/21/2020	\$3,080.00	04/21/2020	Due on receipt	

TRACKING NO.
 YMCA

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/10/2020	Services	Broken water pipe at YMCA - Repair broken water line with 2" gal pipe and 2 mechanical couplings	18	80.00	1,440.00T
	Sales item	Mini excavator \$460 2 - 2" pipes \$632 1 - water pump \$ 2 - 2" mechanical coupling \$368 Shop supplies \$40	1	1,640.00	1,640.00T

SUBTOTAL	3,080.00
TAX	0.00
TOTAL	3,080.00
BALANCE DUE	\$3,080.00

Never Fear Cisco Is Here For All Your Plumbing Needs!!

Thank You For Your Business!

Cisco's Plumbing, LLC
 1500 5th Ave
 Dodge City, KS 67801 US
 ciscosplumbing87@hotmail.com

Invoice



BILL TO
Conant Construction LLC 10562 U.S. 50 Business Dodge City, KS 67801

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1591	04/20/2020	\$2,130.00	04/20/2020	Due on receipt	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/13/2020	Services	1) Repair broken sewer line coming from existing locker room - Have to run new sewer line about 50' from existing building to city sewer 2) New sewer top into city main	18	80.00	1,440.00T
04/13/2020	Sales item	Mini excavator 4" Pipe 4" fittings 4" Saddle 4" Mission Clamp	1	690.00	690.00T

YMCA - TAX EXEMPT (CITY OF DC)	SUBTOTAL	2,130.00
	TAX	0.00
	TOTAL	2,130.00
	BALANCE DUE	\$2,130.00

Never Fear Cisco Is Here For All Your Plumbing Needs!!

Thank You For Your Business!

Cisco's Plumbing, LLC
 1500 5th Ave
 Dodge City, KS 67801 US
 ciscosplumbing87@hotmail.com

Invoice



BILL TO
Conant Construction LLC 10562 U.S. 50 Business Dodge City, KS 67801

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1616	04/27/2020	\$3,916.44	04/27/2020	Due on receipt	

TRACKING NO.
YMCA

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/16/2020	Services	4" Sleeve for future water service - ran 160 of 4" pipe 80' in one direction and 80' to another section	34	80.00	2,720.00T
	Services	160 - 4" PVC DWV pipe \$585.60 4 - 4" PVC Caps \$86.04 4" PVC Coupling \$64.80 Mini Excavator \$460	1	1,196.44	1,196.44T

YMCA	SUBTOTAL	3,916.44
	TAX	0.00
	TOTAL	3,916.44
	BALANCE DUE	\$3,916.44

Never Fear Cisco Is Here For All Your Plumbing Needs!!

Thank You For Your Business!

PROPOSAL



600 West Avenue A
P.O. Box 321
Cimarron, Kansas 67835
Phone: (620) 855-2379
Fax: (620) 855-3940
www.daviselectricinc.com

Reference: RTU Power

Date: 5/13/2020

WE PROPOSE TO FURNISH ALL LABOR AND MATERIAL FOR A COMPLETE ELECTRICAL INSTALLATION IN ACCORDANCE WITH:

- Installation of a 1 ¼" EMT conduit and wire from the MDP on the exterior of the building across the gymnasium to the South RTU on the new Fitness center.
- Installation of a 1 ¼" EMT conduit and wire from the new Panel in the Fitness Center Mechanical room to the North RTU on the new Fitness center.
- All new 3 pole 100a breakers are included.

Base Bid: \$8,480.00

****Plus all Applicable Taxes****

EXCLUSIONS:

- Engineering Fees
- Impact fees from the power company
- Security/Access Control wiring, equipment and terminations
- Patching, sealing and repairing of walls, floors, rooftops or ceiling structure caused by work.
- HVAC control cabling, wiring, terminations, and programming.
- Construction Trash services and removal.
- Construction restroom facilities.
- Access Doors.
- Concrete for pads.
- DAVIS BACON WAGES ARE NOT INCLUDED IN PROPOSAL

Additionally, all work shall be performed in accordance with the National Electrical Code, in a professional, workmanlike manner and according to industry standards. Davis Electric Inc. also guarantees our work for a period of one year following the date of completion. Work resulting from the discovery of unforeseen or latent conditions is not included. Any alteration or deviation from this Scope of Work involving additional costs or delays shall be performed only upon execution of a written change order. Davis Electric Inc. is not responsible for delays or costs resulting from strikes, accidents, or incidents beyond our control. Any payment not made by the responsible party to Davis Electric Inc. shall bear interest at the rate of 18% per annum from the due date until paid in full. In the event a notice of a lien or suit is filed by Davis Electric Inc. to collect monies due hereunder or to enforce any other provisions of this confirmation bid or any subcontract executed pursuant to this confirmation bid, the responsible party agrees to pay all costs and reasonable attorney's fees incurred by Davis Electric Inc. This proposal is valid for thirty (30) days after which time it may be subject to reconsideration or price adjustment

Thank you for your consideration. If you have any questions, you may contact me at any time.

Dane Conant
Estimator/Project Manager
Davis Electric Inc.
Office: 620-855-2379
Cellular: 620-408-5859
danec@daviselectricinc.com

Memorandum

To: City Commissioners
From: Cherise Tieben
Date: May 26, 2020
Subject: Commission Pay
Agenda Item: Resolution 2020-12

Recommendation: Staff recommends the approval of Resolution 2020-12.

Background: The staff has visited multiple times with the Commission about the direction that the Commission wanted to go regarding Commission pay. We are hopeful that this Resolution fulfills the desire of all parties involved.

Justification: Some Commissioners desire to decline compensation as the City addresses the financial stress of Covid.

Financial Considerations: The impact is \$200 per Commissioner biweekly for the time frame that they opt to decline compensation.

Legal Considerations: None at this time.

Attachments: Resolution 2020-12

RESOLUTION NO. 2020-12

A RESOLUTION OF THE CITY OF DODGE CITY, KANSAS, AUTHORIZING THE SALARY OF CITY COMMISSION AS PROVIDED IN THE CITY CODE OF THE CITY OF DODGE CITY AND PERMITTING DECLINATION OF COMPENSATION.

WHEREAS, the City of Dodge City (City) is experiencing an unprecedented loss of revenue due to the economic impact of the Covid 19 pandemic; and,

WHEREAS, members of the City Commission may feel compelled to take action to reduce their compensation during this pandemic as a show of support for City employees; and,

WHEREAS, the City Commission has chosen to amend Article 2, 1-208 of the City Code, and

NOW, THEREFORE, BE IT RESOLVED that Section 1-208 of the Code of the City of Dodge City is amended to read as follows::

(b) Members of the City Commission shall be paid compensation for his or her services at the rate of \$5,200.00 per year. All compensation shall be paid in equal bi-weekly installments. The rate of compensation established by this section shall be effective June 1, 2020.

(c) Any member of the City Commission may decline to accept the bi-weekly compensation. Each commissioner shall file a written statement with the city clerk at least one week prior to the payroll that the Commissioner wishes to decline compensation. The election by a member of the City Commission to decline compensation shall be binding on that member until such time as the member of the City Commission notifies the City Clerk by written statement that the member wishes to reinstate their individual compensation. Reinstatement will occur at the next practical payroll period.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this 1st day of June, 2020.

[Seal]

City of Dodge City, KS

Joyce Warshaw, Mayor

Attest:

Connie Marquez, City Clerk

Memorandum

*To: City Manager
City Commissioners*

*From: Ray Slattery,
Director of Engineering
Services*

Date: May 26, 2020

*Subject: Resolution 2020-17
Agenda Item: Ordinances and Resolutions*

Recommendation: Approve Resolution 2020-17, Commitment of City Funds in the amount of \$383,000 for the US 50 & Gary Ave. Intersection Improvements.

Background: In May of 2018 the City submitted a Geo-Metric Improvement (GI) application to KDOT for consideration of the widening of this intersection. The project consists of adding a third, a two-way left turn, lane from 6th Ave. to Central Ave. In August of 2018, KDOT issued a Press Release stating that the Dodge City was awarded the GI Project with a not to exceed funding amount from KDOT of \$500,000. Our construction estimate for the project is \$901,521. In December of 2018, Request-for-Qualifications (RFQ) were requested for design services. Eight firms responded to the RFQ. A selection committee made up of Engineering Staff reviewed and evaluated these RFQ's. Kirkham, Michael, & Associates, Inc. (KM) was then chosen for the design of the project. In January of 2019, KDOT has sent us the program packet outlining a timeline as to when crucial steps in the design process of this project have to be completed. KM has developed the construction plans meeting KDOT's specifications. The Commission approved to proceed with KM providing inspection services for the project at the March 2, 2020 meeting.

KDOT opened bids for this project on May 20, 2020. APAC Kansas Inc., Shears Division of Hutchinson, Ks. submitted the lone bid of \$734,214. The City is responsible for the cost of Construction and Construction Engineering beyond KDOT's Share of \$500,000. Construction Inspection will be completed by KM and KDOT Staff.

Justification: This Resolution will commit the City to fund the City's portion of the cost of Construction and Construction Engineering of the Intersection Project. Funding for this project is provided by 2019 GOB's.

Financial Considerations: The Resolution will authorize KDOT to proceed with the project and commit City funds to pay \$383,000 as shown on the KDOT invoice. This includes the City's share of the Construction and Construction Engineering cost. The City had bonded \$500,000 for the design, construction and inspection of the project. After payment for design and the payment to KDOT for the City's share of Construction and Construction Engineering, \$42,000 will remain for any incidental cost that may occur with the project.

Purpose/Mission: Provide for the Ongoing Improvements of the City's Street System. It also increases Safety to US 50.

Legal Considerations: N/A

Attachments: Resolution 2020-17, Bid Notification Letter and Project Invoice from KDOT.

Resolution 2020-17

AUTHORITY TO AWARD CONTRACT COMMITMENT OF CITY FUNDS 5/21/2020

2 Copies to City
Project Number: 029 KA-5150-01
ACNHP-A515(001)

WHEREAS bids were received at Topeka, KS on 5/20/2020 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
APAC-KANSAS INC SHEARS DIVISION	Dodge City CCLIP-GI: US-50 and Gary Avenue	\$734,214
HUTCHINSON, KS		

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

**A combination of bid items and construction engineering less a maximum of \$500,000
State funds will require City matching funds in the amount of \$383,000.**

BE IT ~~FURTHER~~^{BR} RESOLVED that City funds in the amount of \$383,000 which are required for the matching of Maximum State funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 7/9/2020 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

The City certifies that no known or foreseeable legal impediments exist that would prohibit completion of the project and that the project complies with all applicable codes, standards and/or regulations required for completion.

Adopted this 1st day of June, 2020, at Dodge City, Kansas.

Recommended for Approval:

City Engineer/Road Supervisor

_____, Mayor
Joyce Warshaw

Attest:

(Seal)

City Clerk



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
http://www.ksdot.org

Julie L. Lorenz, Secretary
Michael J. Stringer, P.E., Chief

Laura Kelly, Governor

May 21, 2020

**Project Number: 029 KA-5150-01
ACNHP-A515(001)**

City of Dodge City
Mr. Ray Slattery, P.E.
Director of Engineering Services
P.O. Box 880
Dodge City, KS 67801-0880

Dear Mr. Slattery:

We are listing below the bidder and the low bid received at Topeka, KS on 5/20/2020 for the above numbered project.

CONTRACTOR	TYPE OF WORK	AMOUNT
APAC-KANSAS INC SHEARS DIVISION	Dodge City CCLIP-GI: US-50 and Gary Avenue	\$734,214
HUTCHINSON, KS		

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 6/12/2020. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering less a maximum of \$500,000 State funds will require City matching funds in the amount of \$383,000. The City remittance should be made on or before 7/9/2020.

Sincerely,


Lisa M. Roth

for Michael J. Stringer, P.E., Chief
Bureau of Local Projects

mjs/tls/lmr
Enclosures
c Mayor/City Manager
Ms. Rhonda Seitz, Chief of Fiscal Services
Mr. Ron Hall, P.E., District Six Engineer

INVOICE

Keep for your Records
Due on or before 7/9/2020
 PRELIMINARY STATEMENT OF COSTS
 029 KA-5150-01
 ACNHP-A515(001)

Dodge City CCLIP-GI: US-50 and Gary Avenue

Please Remit Payment to:
 Kansas Department of Transportation
 Bureau of Fiscal Services
 700 SW Harrison Street, 7th Floor
 Topeka, KS 66603

Construction and CE Breakdown	
Actual Bid	\$733,685
Water (for grading)	\$529
Sub-Total Actual Bid Amount	\$734,214
LPA CE Contract	\$148,594
Sub-Total Construction and CE	\$882,808
State-aid Non-Participating Const. Costs	\$71,501
State-aid Non-Participating CE	\$14,471
Participating PE Costs	\$0
Participating Railroad Costs	\$0
Participating ROW Costs	\$0
Participating Utility Costs	\$0
State Participating Project Costs	\$796,836
Total Project Costs	\$882,808

State/City Funding Summary	
Total Project Costs	\$882,808
100% City Funds Due to Non-Participating	\$85,972
State Participating Project Costs	\$796,836
Fund 1- Available Funding	\$588,235
85% State Funds	\$500,000
15% City Funds	\$88,235
100% City Funds Due to Max Funding	\$208,601

CE Breakdown	
Total LPA CE	\$148,594
State Non-Participating CE	\$14,471
State Participating CE	\$134,123

Fund 1- Maximum State Funds 85/15	\$500,000
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Key	
KDOT	Kansas Department of Transportation
LPA	Local Public Authority
CE	Construction Engineering (Inspection)
Const.	Construction

Totals				
	City Funds	Federal Funds	State Funds	Total Funds
State Non-Participating Construction	\$71,501			\$71,501
State Non-Participating CE	\$14,471			\$14,471
Fund 1- 85% State Funds			\$500,000	\$500,000
Fund 1- 15% City Funds	\$88,235			\$88,235
City Funds Due to Max Funding	\$208,601			\$208,601
Total	\$382,808	\$0	\$500,000	\$882,808

Amount to Bill City (Rounded Up)	\$383,000
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Memorandum

To: Cherise Tieben, City Manager
From: Nicole May
Date: May 27, 2020
Subject: Resolution No. 2020-18
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2020-18

Background: The City currently uses Fidelity State Bank as our official depository. We have renewed the signature cards for the City's accounts at the bank to delete Cherise Tieben and Nannette Pogue and add Nick Hernandez and Jordon German. The resolution authorizes Fidelity State Bank as an official depository and authorizes all of the accounts that the City currently has established there.

Justification: It is required by the bank to have City Commission authorization via a Resolution of the City to add names to and reiterate the names currently authorized to sign on the accounts.

Financial Considerations: None

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

Legal Considerations: None

Attachments: Resolution No. 2020-18

RESOLUTION NO. 2020-18

A RESOLUTION DESIGNATING THE FIDELITY STATE BANK AND TRUST COMPANY, DODGE CITY, KANSAS, AS AN OFFICIAL DEPOSITORY BANK, AND STATING THE OFFICIAL SIGNERS ON THE ACCOUNTS

WHEREAS, K.S.A. 9-1401 requires the Governing Body of the City of Dodge City designated by official action, the financial institutions which shall serve as depositories of City Funds;

AND WHEREAS, the Governing Body has voted to designate The Fidelity State Bank and Trust Company, 510 N. Second Avenue, Dodge City, Kansas as an official depository for City funds.

NOW THEREFORE, be it resolved by the Governing Body of the City of Dodge City that The Fidelity State Bank and Trust Company, Dodge City, Kansas is designated as a depository for the City of Dodge City funds.

BE IT FURTHER RESOLVED that the following accounts are hereby authorized and all checks, drafts, notes or orders drawn against the stated accounts must be signed as shall be certified to The Fidelity State Bank and Trust Company, Dodge City, Kansas and no checks, drafts, notes or orders drawn against said accounts shall be valid unless signed as certified. The authorized signers on each account are stated below.

- A. City of Dodge City, General Funds – Account Number 02-200-4.
Authorized signers: Nickolaus J. Hernandez, Jennie Keller, and Nicole May
- B. City of Dodge City, Department of Parks and Recreation – Account Number 02-205-3. Authorized signers: Caitlyn Alvarado, Troy Brown, Nicole May, Jennie Keller and Jordon German
- C. City of Dodge City, Revolving Account – Account Number 02-210-3.
Authorized signers: Nickolaus J. Hernandez, Jennie Keller, and Nicole May
- D. City of Dodge City, HSA Funding Account – Account Number 02-215-2.
Authorized signers: Nickolaus J. Hernandez, Jennie Keller, and Nicole May
- E. City of Dodge City, Employee Flexible Spending Account – Account Number 02-220-2. Authorized signers: Susan Molina, Prashant Kulkarni
- F. City of Dodge City, Long Branch Lagoon – Account Number 108174.
Authorized signers: Nickolaus J. Hernandez, Jennie Keller, and Nicole May
- G. City of Dodge City, Medical Self Insurance – Account Number 107571.
Authorized signers: Nickolaus J. Hernandez, Jennie Keller, and Nicole May

- H. City of Dodge City, Credit Card Receipt Account – Account Number 108012. Authorized signers: Nickolaus J. Hernandez, Jennie Keller, and Nicole May
- I. Dodge City Municipal Band – Account Number 29-862-0. Authorized signatures: Bettye Young, Joan Welchel, Nicole May

BE IT FURTHER RESOLVED that certification of persons authorized to sign on the above stated accounts shall also be provided to The Fidelity State Bank and Trust Company, Dodge City, Kansas by the City Manager of Dodge City and the City Clerk.

BE IT FURTHER RESOLVED that this resolution shall continue to have effect until express written notice of its rescission or modification has been received by the Fidelity State Bank and Trust Company, Dodge City, Kansas.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its passage.

DATED this _____ day of _____, 2020.

Mayor

ATTEST:

Connie Marquez, City Clerk

Memorandum

*To: City Manager
City Commissioners*

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

Date: October 16, 2019

*Subject: Dodge City National Beef Processors Wastewater
System Improvements, SS 1701.*

Agenda Item: New Business

Recommendation: Approve Change Order #3 from Nowak Construction Company, Inc. in the amount of \$38,501.58. This is to finalize the project and close out the quantities that have been constructed. Even with this Change Order, there is a deduction of \$68,177.42 from the bid amount.

Background: In the summer of 2016, NBP was billed surcharges on their sewer bill based on the loading of the constituents found in the waste water. From time to time in the past there have been other disputes over sampling and billing of NBP's wastewater. To resolve the issues both parties entered into a "Surcharge & Sampling Basin Resolution Agreement". This agreement will help settle the dispute from 2016 and limit any future disputes over wastewater surcharges. The improvements included in this wastewater project align with the City's and National Beef's obligations in the agreement.

Once the agreement was in place, PEC started designing the wastewater improvements. Working closely with NBP, the City, & our wastewater operators Jacobs, plans for improvements were completed and put out for bid. Due to the complexity of the project, a mandatory pre-bid meeting was included as a prerequisite for contractors to bid. Only two contractors attended this meeting, Nowak and UCI. UCI ended bidding with Nowak as a subcontractor on the project.

At the July 15, 2019 Commission Meeting, approval was granted allow City, Jacobs, and NBP staff, the contractor, and PEC to try and value engineer the project to reduce the cost of the project. A week later everyone met in Wichita to discuss the project and brain storm on ideas to reduce costs. From this meeting several ideas were reviewed. There were a couple of phone call afterwards to discuss ideas. As a result of these discussions, Nowak Construction submitted the Change Order and the new contract amount being approved tonight.

The following is a summary of the quantities affected by Change Order #3;

- Removal and Replacement of 6" concrete in the amount of \$1,050. This item was deleted from the contract in CO#1. However there was 15.33 S.Y. that needed to be placed along Trail St.
- Additional 24" pipe, 16" pipe, and fitting were needed to avoid conflicts with existing underground piping. The cost of these items was \$10,693.60.
- Extension of existing 8" force main to be used by Nor-Am. This moved the end of the 8" FM out away from the new lift station and made it easier and safer for Nor-Am's contractor to connect to the FM. The cost to provide this was \$10,568.25.
- Change the Iso-ring in the Lift Station to 8" instead of 4". Cost was \$3,631.95.
- Change the slide gates from galvanized to stainless steel to prolong the life of the gates. This was an increase of \$5,234.29.
- General work on the site to adjust existing manholes, removal of abandoned pipes that were in conflict with the project, providing additional fill because of the change in elevation of the sample basin, adjusting the existing fiber run which cost \$7,323.49.

Justification: This project will allow the City and National Beef to comply with obligations outlined in the "Surcharge & Sampling Resolution Agreement" and put an end to billing disputes.

Financial Considerations: The City will be responsible for payment to Nowak Construction. NBP will reimburse the City 50% of the construction costs. There are funds in the 2019 and 2020 Budgets for this project.

Purpose/Mission: The completion of this project meets our Core Values of Honesty, Integrity & Respect, Ongoing Improvement, and Working Towards Excellence.

Legal Considerations: By approving the bid from Nowak Construction Company, Inc. the City will enter into a contract with Nowak Construction Co., Inc. and be responsible to make payments to Nowak Construction Co., Inc.

Attachments: Change Order #3

CHANGE ORDER No. 3

Date of Issuance: 5/27/2020

Project Name: NBP Wastewater System Improvements	Owner: City of Dodge City	Owner's Project Number:
Engineer's Project Number (if applicable): 34-170940-000-1009	Date of Contract: 9/3/2019	
Contractor: Nowak Construction	Funding Agency Project Number (if applicable):	

The following changes are hereby made to the CONTRACT DOCUMENTS:

North Phase:

- 1. Remove and replace concrete pavement.

Justification:

- 1. A portion of a paved drive was removed and replaced to tie the new forcemain into an existing manhole.

South Phase:

- 1. Additional 24" fittings and added an 8-inch 11.25 degree elbow.
- 2. Extending the existing 8-inch forceamain.
- 3. Additional 16-inch piping.
- 4. 8-inch pressure sensor isolation ring instead of 4-inch.
- 5. Stainless steel slide gate.
- 6. Labor, materials, and equipment for raising existing utilities.

Justification:

- 1. Previously unknown piping conflicts required raising the grade one foot and adjusting piping with additional fittings.
- 2. Minimized risk of another construction company working in the vicinity of the new piping and structures and avoided conflicts between active construction sites.
- 3. The existing 16-inch forcemain was located farther north than indicated by record drawings.
- 4. Construction plans indicated 4-inch where 8-inch was required.
- 5. Changed slide gate material from galvanized steel to stainless steel.
- 6. Unforeseen subsurface conditions required unanticipated work including abandoning previously unidentified piping, raising fiber optic and electrical lines, raising existing piping, and adjusting manholes as a result of raising the grade.

Change to CONTRACT PRICE

Original CONTRACT PRICE:	\$ 1,357,692.00
Current CONTRACT PRICE (as adjusted by previous CHANGE ORDERS):	\$ 1,251,013.00
Increase in CONTRACT PRICE as of this Change Order:	\$ 38,501.58
The new CONTRACT PRICE incorporating this CHANGE ORDER:	\$ 1,289,514.58

Change to CONTRACT TIME:

Original Contract Times: Working Days Calendar Days

Substantial completion (days or date): _____

Final completion (days or date): _____

The CONTRACT TIME (as adjusted by previous CHANGE ORDERS):

Substantial completion (days or date): _____

Final completion (days or date): _____

[Increase] [Decrease] in CONTRACT TIME as of this Change Order:

Substantial completion (days or date): _____

Final completion (days or date): _____

CONTRACT TIMES with all approved CHANGE ORDERS:

Substantial completion (days or date): _____

Final completion (days or date): _____

REQUESTED:

By: *Morgan D. Reed*
Contractor (Authorized Signature)

Date: 05/27/2020

Approved by Funding Agency (if applicable):

RECOMMENDED:

By: *Nicole D. Franken*
Engineer (Authorized Signature)

Date: 5/27/2020

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

Date: _____

Memorandum

*To: City Manager
City Commissioners*
*From: Ray Slattery, P.E.
Director of Engineering Services*
Date: May 27, 2020
*Subject: Approval of Quote for Infrastructure
Improvements for Wagon Wheel #3
Agenda Item: New Business*

Recommendation: Approve proposal from Klotz Sand Co., Inc. for the construction of the Infrastructure Improvements for the Wagon Wheel #3 Sub-Division in the amount of \$1,228,923.58.

Background: The City has been working with the Developer of the Wagon Wheel #3 Sub-Division to develop the infrastructure of water, sewer, and street to service this development. This project will also be part of the RHID Program. The Developer requested a quote for the construction of the infrastructure improvements.

Justification: It is necessary to have adequate infrastructure for this sub-division to occur.

Financial Considerations: The construction of the infrastructure improvements of Wagon Wheel #3 Sub-Division will cost \$1,228,923.58. Funding of this project will be through Special Assesments and the RHID Program.

Purpose/Mission: The completion of this project will allow the developer to construct housing for our citizens.

Legal Considerations: By approving the quote with Klotz Sand Co., Inc. the City will enter into a contract with Klotz Sand Co., Inc. and be responsible to make payments to Klotz Sand Co. for the completed work.

Attachments: Quote Tab

CITY OF DODGE CITY, KANSAS
QUOTE TABULATION

PROJECT: Wagon Wheel III

PROJECT #: PL 2002

QUOTE DATE: 05/06/20

ENGINEER'S ESTIMATE

CONTRACTOR:
Klotz Sand Co.
ADDRESS:
P.O. Box 150
CITY: Holcomb
STATE: Kansas
ZIP: 67851
LOW QUOTE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Part A - Sanitary Sewer					
1	Mobilization	LS	1	\$65,000.00	\$ 65,000.00
2	Construction Stacking	LS	1	\$7,500.00	\$ 7,500.00
3	Clearing & Grubbing	LS	1	\$4,500.00	\$ 4,500.00
4	Standard Manhole (4' Dia.)	Each	11	\$4,000.00	\$ 44,000.00
5	Extra Depth Manhole	VF	78	\$150.00	\$ 11,700.00
6	8" (SDR 35) Sanitary Sewer	LF	2949	\$55.00	\$ 162,195.00
7	4" PVC Sanitary Sewer Lateral	LF	335	\$50.00	\$ 16,750.00
8	Cleanout Riser	Each	30	\$250.00	\$ 7,500.00
9	8" Cap or Plug	Each	2	\$750.00	\$ 1,500.00
10	Connect to Existing Manhole	Each	2	\$3,000.00	\$ 6,000.00
11	Quality Control/Quality Assurance	LS	1	\$35,000.00	\$ 35,000.00
Part B - Waterline					
1	Mobilization	LS	1	\$45,000.00	\$ 45,000.00
2	Construction Stacking	LS	1	\$5,000.00	\$ 5,000.00
3	Clearing & Grubbing	LS	1	\$1,500.00	\$ 1,500.00
4	3/4" Blue Poly Pipe Water Service	LF	799	\$10.00	\$ 7,990.00
5	8" C900 Water Main (PVC)	LF	1475	\$35.00	\$ 51,625.00
6	8" DIP Fittings				
	8"x8"x8"x8" Cross	Each	1	\$475.00	\$ 475.00
	8"x6"x8" Tee	Each	3	\$450.00	\$ 1,350.00
	8" 11.25° MJ Bend	Each	3	\$400.00	\$ 1,200.00
	8" 22.5° MJ Bend	Each	1	\$400.00	\$ 400.00
	8" 45° MJ Bend	Each	2	\$450.00	\$ 900.00
	8" Gate Valve/Box Assembly	Each	8	\$750.00	\$ 6,000.00
	8" Cap or Plug	Each	1	\$275.00	\$ 275.00
7	6" C900 Water Main (PVC)	LF	845	\$30.00	\$ 25,350.00
8	6" DIP Fittings				
	6"x8"x6" Tee	Each	1	\$450.00	\$ 450.00
	6" 22.5° MJ Bend	Each	4	\$400.00	\$ 1,600.00
	6" 45° MJ Bend	Each	10	\$450.00	\$ 4,500.00
	6"x8" Reducer	Each	1	\$400.00	\$ 400.00
	6" Gate Valve/Box Assembly	Each	4	\$700.00	\$ 2,800.00
9	Fire Hydrant	Each	4	\$5,250.00	\$ 21,000.00
10	Connect to Existing 6" Main	Each	1	\$750.00	\$ 750.00
11	Connect to Existing 8" Main	Each	1	\$750.00	\$ 750.00
12	Quality Control/Quality Assurance	LS	1	\$1,100.00	\$ 1,100.00

UNIT PRICE	CONTRACT AMOUNT
\$63,273.90	\$ 63,273.90
\$4,583.19	\$ 4,583.19
\$4,212.40	\$ 4,212.40
\$4,178.41	\$ 45,962.51
\$208.17	\$ 16,237.26
\$66.55	\$ 196,255.95
\$58.55	\$ 19,614.25
\$232.04	\$ 6,961.20
\$150.00	\$ 300.00
\$760.25	\$ 1,520.50
\$7,215.00	\$ 7,215.00
\$32,761.60	\$ 32,761.60
\$3,605.28	\$ 3,605.28
\$15,761.60	\$ 15,761.60
\$17.53	\$ 14,006.47
\$37.95	\$ 55,976.25
\$873.70	\$ 873.70
\$717.23	\$ 2,151.69
\$556.40	\$ 1,669.20
\$590.40	\$ 590.40
\$607.40	\$ 1,214.80
\$1,309.65	\$ 10,477.20
\$356.80	\$ 356.80
\$23.85	\$ 20,153.25
\$650.80	\$ 650.80
\$531.65	\$ 2,126.60
\$511.30	\$ 5,113.00
\$467.30	\$ 467.30
\$906.50	\$ 3,626.00
\$3,657.65	\$ 14,630.60
\$3,375.00	\$ 3,375.00
\$750.00	\$ 750.00
\$4,950.00	\$ 4,950.00

CITY OF DODGE CITY, KANSAS
QUOTE TABULATION

Part C - Streets and Grading					
1	Mobilization	LS	1	\$55,000.00	\$ 55,000.00
2	Construction Staking	LS	1	\$7,500.00	\$ 7,500.00
3	Clearing & Grubbing	LS	1	\$5,500.00	\$ 5,500.00
4	Excavation (Unclassified)	CY	5545	\$5.00	\$ 27,725.00
5	Embankment (95%) (VRF=1.15)	CY	5148	\$5.00	\$ 25,740.00
6	2" Asphalt Pavement (Class A HMA)*	SY	5801	\$11.00	\$ 63,811.00
7	4" Asphalt Pavement (Class A HMA)*	SY	5801	\$22.50	\$ 130,522.50
8	6" Fly Ash Treated Compacted Subgrade	SY	7286	\$11.00	\$ 80,146.00
9	30" Standard Curb & Gutter	LF	484	\$20.00	\$ 9,680.00
10	30" Rollover Curb & Gutter	LF	2788	\$20.00	\$ 55,760.00
11	30" Transition Curb & Gutter	LF	180	\$20.00	\$ 3,600.00
12	Concrete Valley Gutter	SY	112	\$67.50	\$ 7,560.00
13	Utility Sleeves (2" Schedule 40 PVC)(ATT)	LF	180	\$12.00	\$ 2,160.00
14	Quality Control/Quality Assurance (Testing)	LS	1	\$5,500.00	\$ 5,500.00
15	Type 22 Setback Curb Inlet (10L' x 3'W)	Each	8	\$9,000.00	\$ 72,000.00
16	4' Standard Manhole	Each	2	\$4,500.00	\$ 9,000.00
17	18" Reinforced Concrete Pipe	LF	438	\$50.00	\$ 21,900.00
18	18" Old Castle End Section	Each	2	\$650.00	\$ 1,300.00
19	24" Reinforced Concrete Pipe	LF	685	\$60.00	\$ 41,100.00
20	24" Old Castle End Section	Each	2	\$750.00	\$ 1,500.00
21	Connect to Existing 6'x3' RCB	Each	1	\$3,000.00	\$ 3,000.00
22	Connect to Existing 24" RCP	Each	1	\$2,500.00	\$ 2,500.00
23	Flexamat	SF	640	\$65.00	\$ 41,600.00
24	Silt Fence	LF	2368	\$2.50	\$ 5,920.00
25	Biodegradable Filter Sock	LF	1842	\$5.00	\$ 9,210.00
26	Inlet Protection	Each	13	\$100.00	\$ 1,300.00
27	Temporary Seeding	AC	2.2	\$2,500.00	\$ 5,500.00
28	Permanent Seeding	AC	3.7	\$2,500.00	\$ 9,250.00
29	Construction Entrance	Each	1	\$1,000.00	\$ 1,000.00
30	Performance 'Bond	LS	1	\$0.00	\$ -

\$35,000.00	\$ 35,000.00
\$3,000.00	\$ 3,000.00
\$3,283.00	\$ 3,283.00
\$3.39	\$ 18,797.55
\$7.34	\$ 37,786.32
\$10.40	\$ 60,330.40
\$20.80	\$ 120,660.80
\$9.50	\$ 69,217.00
\$33.00	\$ 15,972.00
\$33.00	\$ 92,004.00
\$33.00	\$ 5,940.00
\$60.00	\$ 6,720.00
\$6.98	\$ 1,256.40
\$5,900.00	\$ 5,900.00
\$4,977.58	\$ 39,820.64
\$3,850.00	\$ 7,700.00
\$60.34	\$ 26,428.92
\$1,875.00	\$ 3,750.00
\$65.71	\$ 45,011.35
\$2,195.00	\$ 4,390.00
\$3,950.00	\$ 3,950.00
\$1,500.00	\$ 1,500.00
\$22.95	\$ 14,688.00
\$4.25	\$ 10,064.00
\$2.25	\$ 4,144.50
\$415.00	\$ 5,395.00
\$2,500.00	\$ 5,500.00
\$2,500.00	\$ 9,250.00
\$1,000.00	\$ 1,000.00
\$9,040.00	\$ 9,040.00

TOTAL \$ 1,248,344.50

TOTAL \$ 1,228,923.58

BID SECURITY N/A
START DATE N/A

Sewer Total	\$ 361,645.00	\$ 366,136.16
Water Total	\$ 180,415.00	\$ 195,287.54
Street Total	\$ 706,284.50	\$ 667,499.88

Memorandum

*To: City Manager
City Commissioners*

From: Ryan Reid

Date: May 26, 2020

*Subject: Insurance Service Provider
Bids*

Agenda Item: New Business

Recommendation: Approve contract with FEE for Insurance Broker services.

Background: In late 2014 the City Commission approved selecting Fee for our Insurance Broker services. They have been meeting our needs in this area and continue to do so. Presented is a formal contract.

We review broker services if the provider increases fees by more than 5% in a given year. If the increased fees are not justifiable, Staff bids broker services using the normal City bidding process.

Justification: FEE has been working with Staff on Worker's Compensation, Risk Management, and Property and Liability issues for about five years. Staff is very satisfied with the service.

Financial Considerations:

None at this time.

Attachments: Contract

2020 Insurance Broker Services Agreement

This Service Agreement (this "Agreement") is between the City of Dodge City, Kansas (Client) and Fee Insurance Group (Broker)(collectively the "Parties"), effective as of July 1, 2020.

WHEREAS, Client wishes to obtain the assistance of Broker with strategic planning, design, funding, administration and communication with respect to its Commercial Package policy; i.e., property, general liability, inland marine, commercial auto, cargo, crime, police professional, public officials, employment practices, work comp; and,

WHEREAS, Broker has advanced knowledge and expertise in commercial insurance related to public entities; and,

WHEREAS, the parties wish to set forth their respective expectations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Broker

Broker will provide Client with the consulting and brokerage services listed below:

A. Strategy and Renewal Services.

- Strategic Planning to develop goals, priorities and identify areas of concern
- Financial Underwriting and claims analysis
- Claims management and analysis
- Renewal negotiations with insurance carrier
- Carrier evaluation
- RFP creation
- Staff risk management meetings including the use of Succeed
- Experience Mod calculations
- Insurance Audit Assistance

2. Client's Responsibilities

Client will make available such reasonable information as required for Broker to conduct its services. Such data will be made available as promptly as possible. It is understood by Broker that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

3. Disclosure and Recordkeeping

A. Full Disclosure.

Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Broker must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.

If City selects a coverage provider that will not allow the use of a broker and in order to place the insurance Broker must accept a commission, Client shall receive a credit towards the fee listed in paragraph 5 below.

B. Recordkeeping.

Broker will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

4. Term & Termination

A. Term.

The initial term of this Agreement will be five (5) years, commencing on July 1, 2020 and ending on June 30, 2025 (the "Initial Term"). Thereafter, this Agreement will remain in effect until terminated as described below.

B. Termination.

This Agreement may be terminated by either party only as follows:

- a) Effective upon thirty (30) days advance written notice to the other party stating that such other party is in breach of any of the provision(s) of this Agreement, provided such breach (if able to be cured) is not cured within fifteen (15) days after the written notice is received;
- b) effective upon sixty (60) days' advance written notice to the other party given with or without reason; or
- c) By mutual written agreement of the Parties.

5. Cost of Services

Client agrees to pay Broker Professional Fees in the amount of \$50,000 annually, subject to the following terms:

Broker agrees that a Request For Proposal for Insurance Broker Services may be undertaken by Client if the Broker increases its fee by more than five percent (5%) in any one given year. The services may then be bid unless Client and Broker agree that the increase in the fee is justifiable due to specific circumstances.

The fee is inclusive of all tasks listed in the proposal of services and as listed in Section 1 and 6 of this agreement.

6. Bid Process

If the City General Commercial Package or Work Comp policy premium increases or is anticipated to increase by more than five percent (5%) in any one given year and the increase in said premium is found to be *unjustifiable* after analysis by the Broker and Client the package will be bid in advance of the next term. If Broker determines, after consultation with Client, that the market would allow for

stronger competition, better premium or better coverage, the package will be bid in advance of the next term.

If bidding becomes necessary, Client will utilize Client's established bid process and will manage the activities accordingly. Broker will prepare bid documents and will assist in jointly responding to interested parties. Broker will directly distribute documents to known qualified providers.

For ease of bidding and to allow for best service, Broker is recognized as the sole Agent of Record. It is disclosed that contingencies and overrides may be included.

7. Personnel

Broker will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Broker retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team: Mary Trent, Account Executive
 Mario Rayo, Account Executive
 Margie Howard, Account Manager

8. Records and Information

Broker agrees to keep any information provided by Client confidential and to exercise reasonable and prudent precautions in protecting the confidentiality of such information.

9. Independent Contractor

It is understood and agreed that Broker is engaged by Client to perform services under this Agreement as an independent contractor. Broker shall use its best efforts to follow written, oral or electronically transmitted (i.e., sent via facsimile or email) instructions from Client as to policy and procedure.

10. Entire Agreement

This constitutes the entire Agreement between the Parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both Parties.

City of Dodge City, Kansas

Signature

Date

Title

Fee Insurance Group

Signature

Date

Title

Memorandum

To: City Commissioners
From: Cherise Tieben ✕
Date: May 28, 2020
Subject: ICT Capital LLC
Agenda Item: Amendment to Agreement of Purchase and Sale

Recommendation: Staff recommends the approval of the Amendment to Agreement of Purchase and Sale.

Background: See attached Executive Summary. In addition, the Easement Conditions and Restrictions (ECR's) are being negotiated by our STAR Bond team in order to aid potential tenants while ICT Capital is performing their due diligence.

Justification: It is very important that stores are opened and operational on these lots by October of 2021. As you may recall, both lots must generate \$2.15 million in sales for each lot in order for the City to draw escrowed funds of \$1.9 million (\$950,000 each lot) for use in our Downtown Streetscape.

Financial Considerations: None at this time, however, as stated above it is critically important for the Downtown Streetscape to have available the \$1.9 million in escrowed proceeds that will be a direct result of these lots being developed.

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

Legal Considerations: The document was prepared by STAR Bond legal counsel, Todd LaSala of Stinson LLP and reviewed by City Attorney, Brad Ralph.

Attachments: Amendment to Agreement of Purchase and Sale

5/27/2020 EXECUTIVE SUMMARY

Amendment to Agreement of Purchase and Sale (Dodge City Power District)

1. **Parties.** The City of Dodge City, Kansas (the "City") and ICT Capital, LLC ("Buyer"), an entity owned and operated by Doug Malone.

2. **Nature of the Amendment.** On January 6, 2020, the City entered into an Agreement of Purchase and Sale (the "Agreement") with Dodge Partners, LLC (a Phil Bundy entity), in which Dodge Partners had a right to buy the 2 pad sites (the "Pad Sites") generally located in front of the Sutherland's store in the portion of the STAR Bond District known as the "Power District". The Agreement originally gave Dodge Partners a period of time in which to conduct due diligence and try to obtain retail leases before electing to close on the Pad Sites. However, Dodge Partners did not close on the Pad Sites within the time frames described in the Agreement and the Dodge Partners entity has now dissolved. The Buyer has agreed to assume the role of Dodge Partners in the Agreement and pursue development of the two Pad Sites if the City is willing to extend certain dates and make some changes to the original terms and conditions of the Agreement.

3. **Options to Purchase Pad Sites.** One of the changes in this Amendment is that Buyer will not be required to close on both Pad Sites at the same time. Effectively, Buyer has an option to close on one of the two Pad Sites, on both of the Pad Sites or on neither of the Pad Sites. The following outlines the schedule for the Buyer's decisions on the two Pad Sites:

a. **Pad Site # 1.** Buyer has until August 14, 2020 to decide whether or not it wants to close on Pad Site # 1. If Buyer proceeds to close on Pad Site #1, it must do so by October 9, 2020 and commence construction on Pad Site # 1 within 90 days of closing and then complete construction within 6 months of Closing.

b. **Pad Site Site # 2.** Buyer has until October 1, 2020 to decide whether or not it wants to close on Pad Site # 2. If Buyer exercises its Option to close on Pad Site # 2, it must close within 60 days after exercising the Option (no later than December 1, 2020), and it must commence construction on Pad Site # 2 by May 1, 2021 and complete construction by October 1, 2021.

c. **STAR Bond Implications.** For both Pad Sites, the City is not required to sell unless Buyer has leases and/or LOIs with retail tenants that are projected to generate annual retail sales of at least \$2,365,000 for each of the two Pad Sites. This requirement is in place because the City has STAR Bond proceeds in escrow that it can only access if and to the extent stores open on these Pad Sites which meet these retail projections on or before October 15, 2021. For Pad Site #1, Buyer hopes to meet this requirement with a lease with Starbucks, a lease with T-Mobile (and perhaps one other store). The potential uses and retail sales for Pad Site #2 are a little more speculative at this point.

4. **Extension of Opportunity to Request CID.** Dodge Partners had an option in the original Agreement to ask for a community improvement district ("CID") on the Pad Sites, as long as they made this request by February 5, 2020. Dodge Partners did not timely request a CID. The Amendment gives Buyer a right to ask for a CID on or before August 14, 2020.

5. **Remaining Terms and Conditions of Agreement Remain in Place.** Most all of the other original terms and conditions of the Agreement will remain in place and be assumed by the Buyer. For example, the Purchase Price of \$6.00 per square foot remains unchanged in the Amendment proposed here.

**AMENDMENT TO AGREEMENT OF PURCHASE AND SALE
(Dodge City Power District)**

THIS AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (“Amendment”) is entered into as of June ___, 2020, by and between the **City of Dodge City, Kansas**, a Kansas municipal corporation (“Seller”) and **ICT Capital, LLC**, a Kansas limited liability company (“Buyer”).

WHEREAS, Seller and Dodge Partners, LLC, are parties to an Agreement of Purchase and Sale dated as of January 6, 2020 (“Agreement”) concerning the purchase of the real property legally described on **Exhibit A** attached hereto and made a part hereof (“Property”); and

WHEREAS, Dodge Partners, LLC is a dissolved or forfeited entity without authority to enter into the Agreement so Buyer is hereby designated as the replacement party and has agreed to assume all obligations of Dodge Partners, LLC under the Agreement; and

WHEREAS, Seller and Buyer desire to amend the Agreement as described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Except as modified herein, the Agreement shall remain in full force and effect.
2. Section 1.2 of the Agreement is amended so that the definition of “Land” and “Property” in the Agreement shall only apply to “Pad Site #1” legally described on **Exhibit A** attached hereto and made a part hereof. The definition of “Land” and “Property” shall only apply to “Pad Site #2,” legally described on **Exhibit B** attached hereto and made a part hereof, at such time as Buyer exercises the “Option” described in paragraph 4 below.
3. Seller consents to Buyer replacing Dodge Partners, LLC as the “Buyer” under the Agreement and Buyer agrees to assume and be subject to all obligations of “Buyer” under the Agreement, subject to this Amendment. Seller further acknowledges, agrees and consents to Buyer’s intent to assign the Agreement prior to Closing to a third-party entity in which Buyer or its principal, J. Douglas Malone, shall have a controlling ownership interest.
4. The following language shall be added as Section 1.5 of the Agreement: “Section 1.5 Option to Purchase. Buyer shall have an exclusive option to purchase Pad Site #2 under the same terms and conditions as Pad Site #1 is being purchased under the Agreement (“Option”) from the date of this Amendment through October 1, 2020. Buyer may exercise its Option by notifying Seller in writing on or before October 1, 2020. If Buyer shall timely exercise the Option, Buyer shall have sixty (60) days after exercising the Option to complete the purchase of Pad Site #2. If Buyer fails to exercise the Option within the time period above, Buyer shall be deemed to have waived the right to purchase Pad Site #2, unless such period is extended by an amendment to the Agreement which is executed and delivered by both parties. At Closing, Buyer may record a notice of its Option rights against Pad Site #2.
5. Section 2.1 of the Agreement is amended so that (a) the “Conditions Period” shall expire on August 14, 2020, and (b) the “Extension Options” are hereby deleted.

6. Section 3.2 of the Agreement is amended so that the "Title Period" shall expire on June 12, 2020.

7. Section 5.2 of the Agreement is amended so that (a) the "Retail Leasing Period" shall expire on August 14, 2020 for Pad Site # 1 and on October 1, 2020 for Pad Site # 2, and (b) the "Retail Leases" shall be defined as leases and/or LOIs with Starbucks Corporation and a T-Mobile franchisee at least a combined total of at least 4,250 sq. ft. on Pad Site #1, with projected annual retail sales of no less than \$2,365,000.

8. Section 5.3 of the Agreement is amended so that the requirement to satisfy the "Private Financing" shall be extended to September 30, 2020.

9. Section 5.4(d) of the Agreement is amended so that (a) the "Pad Site #2 Commencement Deadline" in subsection (ii) shall be May 1, 2021, and (b) Buyer's obligation to substantially complete and open the Retail Project on Pad Site #2 in subsection (iv) shall be October 1, 2021.

10. Seller acknowledges Buyer may convey title to Pad Site #2 to a third-party purchaser after Buyer acquires title as long as such third party purchaser is subject to the terms and conditions of this Agreement that pertain to Pad Site # 2, as modified herein.

11. Section 8.2 of the Agreement is amended so that the "Closing Date" for Pad Site #1 is October 9, 2020, or such earlier date as the parties may agree.

12. The following words in the first sentence of the second paragraph of Section 5.3 shall be amended to read as follows:

"If, on or before August 14, 2020, Buyer delivers to Seller a written request for a community improvement district (a "CID") for all or a portion of the Property pursuant to K.S.A. 12-6a26 et seq. (the "CID Act") . . ."

13. As a condition of Buyer's obligation to close on the purchase, Seller agrees to cause the "ECR" (as defined in Section 1.1(b) of the Agreement) to be amended and recorded in the real estate records in the form of the Amendment attached hereto as Exhibit B. In the event this condition is not satisfied on or prior to Closing, Buyer may terminate the Agreement and the entire Deposit shall be refunded to Buyer.

14. The Agreement and this Amendment shall not be further amended without a written agreement signed by Seller and Buyer. This Amendment contains the entire understanding between the parties regarding the matters described herein and all prior or contemporaneous discussions and understandings are merged herein.

IN WITNESS WHEREOF, the parties have set their hands as of the date shown above.

CITY OF DODGE CITY, KANSAS

By _____
Name _____
Title: Mayor

ICT CAPITAL, LLC

By _____
J. Douglas Malone, Manager

Exhibit A

Legal Description of Pad Site #1

Lot 3, Final Plat, 14th and Soule Subdivision, Unit Two, an Addition, City of Dodge City, Ford County, Kansas, according to the recorded Plat thereof.

Exhibit B

Legal Description of Pad Site #2

Lot 2, Final Plat, 14th and Soule Subdivision, Unit Two, an Addition, City of Dodge City, Ford County, Kansas, according to the recorded Plat thereof.

Memorandum

To: City Manager &
City Commissioners
From: Ernestor De La Rosa, Assistant City
Manager; Tara Schraeder, Human
Resources & Drew Francis, Police
Chief
Date: June 1, 2020
Subject: 2021 FOP MOU
Agenda Item: New Business

Recommendation: Staff recommends approval of the 2021 Memorandum of Understanding (MOU) between the City of Dodge City and the Fraternal Order Police (FOP) Lodge #49.

Background: The proposed one-year MOU includes a new updated salary schedule completed by McGrath Human Resources Group earlier this year. The salary study suggested between 5 and 18 percent increase for the sworn positions based on the market utilizing the same eight comparable cities used in previous studies. It was agreed during negotiations to implement the new salary study in the next fiscal year effective 01/01/2021.

Aside from the salary increments and very minor formatting changes, the changes also include:

Article 6, Section 6.2 - Promotional Probation- Officers can be on multiple eligibility lists at the same time, and there is no interference when it comes to selecting the best candidate for a promotion.

Article 7, Section 7.1 - Seniority Rosters- Removed “January” to not specify bid period and provide flexibility.

Article 12, Section 12.5 – Officer’s Rights During an Investigation- Added the word “results” to this section. Only when the disciplinary conference is done and an officer has received notice of the results and would be free to discuss the IA, if they choose.

Article 12, Section 12.6. (d) Cooperation with Investigation or Inquiry- The changes proposed would ensure that there was no interference with taking disciplinary action against an officer if the IA was for a complaint of criminal conduct being investigated by administration, not criminally investigated.

Article 12, Section 12.6. (e) False Information- Added “up to and including termination” to the end of this section.

Article 12, Section 12.6. (f) Failure to Report Misconduct- Added “up to and including

termination” to the end of this section.

Article 15, Section 15.1. (c) Vacation Leave Accumulation- Language was added to allow officers to request an extension on vacation accumulation cap only during special circumstances. The request must be vetted by the Chief of Police and approved by the City Manager.

Article 15.3, Section 15.3. (a) Holiday Hours & Deadline for Use- Language was added to allow officers to request an extension on the deadline for use of holiday hours only during special circumstances. The request must be vetted by the Chief of Police and approved by the City Manager.

Article 15.3, Section 15.3(e) - Pay Upon Termination for Holiday Bank- Section was no longer applicable.

Article 16, Section 16.1 - Adoption of Annual Pay Plans – This has been updated to reflect the current negotiation year.

Article 17, Section 17.2 – On Call Pay for Detectives – An increase for the Detective on-call stipend from \$150 to \$225 for each week spent in on call status.

Article 20, Section 20.1 – Clothing – Uniform Allowance – Increase on Detectives’ one-time allowance lump sum of \$1,000 instead of \$600. This is an annual lump sum and occurs on their anniversary date.

Article 29 – Duration – Changing the duration to reflect January 1, 2021 – December 31, 2021.

Appendix IX – Pay Plan – The updated plan is included in the attached.

Appendix X – Uniforms & Equipment Provided by Department – With the implementation of the exterior ballistic vest carrier, we are reducing the number of provided shirts (long and short sleeve) and pants (class B). One pair of Class A pants will now be provided, along with duty boots. A flashlight will no longer be provided.

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 2021 contract was just negotiated and ratified by FOP Lodge #49 at their May 28, 2020 meeting.

Financial Considerations: The total cost of the salary schedule implementation is \$283,089 for both the Police Department. The funding sources for the cost of implementation for the Police Department is a combination of salary savings of early retirements; an unfilled position due to the night shift change; salary savings of 3 police officer positions that are filled with Community Services Officers; and the hiring freeze of 2 police officer positions during Fiscal Year (FY) 2021. The cost savings totals of the items mentioned above is \$311,288, which allows for the full cost implementation for the Police Department. Overall, there would be enough funds available needed to cover the full implementation for the Police Department.

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

Legal Considerations: The City Manager has reviewed and approved the Memorandum of Understanding.

Attachments: FOP Memorandum of Understanding 1/1/2021-12/31/2021

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF DODGE CITY, KANSAS

And

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

(01/01/2021– 12/31/2021)

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DEFINITIONS *(Amended 18-20)*

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, Detective, Corporal, Sergeant, and including those serving in special assignment.

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, Detectives, Corporals, Sergeants, and including those serving in special assignments 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, 18-20)*

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.

Section 5.1 - Classification List *(Amended 08, 15-17, 18-20)*

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; subordinate to the Patrol Lieutenant and other ranking supervisors of the police department; performs special investigative duties.

Detective Sergeant: Under general supervision, performs and serves as a supervisor in the detective bureau, or special assignments in the protection of life and property; subordinate to the Detective Lieutenant and other ranking supervisors of the police department; may lead detective and/or patrol operation; 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; serves as a supervisor on a shift, and shift commander in the absence of the Sergeant; subordinate to Sergeant and other ranking supervisors of the police department; 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 *(Amended 21)*

Officers promoted to higher ranks 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 *(Amended 21)*

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 1 bid period. 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 *(Amended 18-20)*

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 Corporal – In the event that an eligibility list is not available for the Corporal position, senior officers shall have first option to temporarily perform the duties of a Corporal, at the pay of a Corporal, whenever a Corporal's position is vacant.

9.2. (c) Acting Sergeant – Corporals not currently on promotional probation on each shift may be assigned by the Chief of Police to temporarily perform the duties of a Sergeant, at the pay of a Sergeant, whenever a Sergeant's position is vacant.

9.2. (d) Acting Lieutenant – Sergeants not currently on promotional probation may be assigned by the Chief of Police 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, 18-20)*

The parties 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, rotating detective position(s) may be implemented to help achieve this goal.

The rotating detective position will be open to any officer **not** currently on any performance improvement plan (PIP), other than a Physical Readiness Improvement Plan (PRIP). The rotating detective position will be considered a temporary transfer from Patrol Bureau to the Detective Bureau for a six (6) month rotation to coincide with semiannual bidding period. As with any assignment, the rotating detective position may be transferred at any time for reasons stated in the Police Dept. Policy Manual 216.05 (Section 10.2 of the MOU). 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 Chief shall make the final

determination to fill the rotating detective position(s). 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, 21)*

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 results as provided in Section 13.2.1A. 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 (*Amended 21*) - 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 an investigation/inquiry may result in disciplinary action. Prior to the issuance of notice of disciplinary conference results as provided in Section 13.2.1A, 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 (*Amended 21*) - Any officer found to have knowingly given false information, or to have concealed information during an investigation will be subject to disciplinary action up to and including termination.

12.6. (f) Failure to Report Misconduct (*Amended 21*) - Failure of an officer to report observed misconduct may subject the observing officer to disciplinary action up to and including termination.

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, 18-20)*

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.

13.2.1 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, A) provide the officer the written decision of the disciplinary action to be imposed, if any, or B) 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, 18-20)*

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 corresponding penalty code and range of potential discipline, the date the violation occurred, the date the disciplinary conference occurred or the date the investigation was closed (if not sustained), and the disciplinary action taken (if sustained). 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, 18-20)*

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.

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 15.1 (c) –Appeal for extension of deadline – An officer may request an extension of the maximum accrual of vacation leave only under special circumstances involving interference with the officer’s ability to responsibly use vacation within the established time frame. Reasons such as the departments repeated denial of, or recall from the use of leave due to staffing shortages or incident demands are grounds to support such an extension. The Chief of Police may recommend an individual request for extension or an appeal for the entire bargaining unit in the event of numerous officers being impacted by little fault of their own. All appeals for an extension of the maximum accrual will be directed to the Chief of Police for review on a case by case basis. If the appeal is approved by the Chief of Police it will be recommended for approval by the City Manager. Final approval rests with the City Manager.

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) 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 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.(a).1 Appeal for extension of deadline – An officer may request an extension of the April 1st deadline for use of floating holiday leave only under special circumstances involving interference with the officer's ability to responsibly use holiday leave within the established time frame. Reasons such as the departments repeated denial of, or recall from the use of leave due to staffing shortages or incident demands are grounds to support such an extension. The Chief of Police may recommend an individual request for extension or an appeal for the entire bargaining unit in the event of numerous officers being impacted by little fault of their own. All appeals for an extension of the deadline will be directed to the Chief of Police for review on a case by case basis. If the appeal is approved by the Chief of Police it will be recommended for approval by the City Manager. Final approval rests with the City Manager.

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.

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, 18-20)*

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. Use accumulated annual leave or holiday leave and retain remuneration received from the military.
- B. Take leave without pay and retain military pay.
- C. May elect to be paid the difference between the gross military pay received and the gross amount of City pay they would have received for the military leave period that they were absent from City duty.

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, 18-20)*

Each officer shall have, in the event of a death in the officer's 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 officer shall be allowed five (5) 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 officer will receive paid leave only for those hours within the leave period the officer 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 affect 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, 18-20, 21)*

Appendix IX, attached hereto, sets forth the base pay plan for the period from January 1, 2021 through the date of the expiration of this Memorandum on December 31, 2021.

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, 18-20)*

Members of the Employee Unit who are or become eligible for the following educational pay incentive shall receive such incentive per pay period after completion of their academy and FTO training, or upon attaining such degrees or college hours after hire and any probationary period has ended 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 Higher Learning Commission, using the appropriate web site to verify currently being www.hlcommission.org .

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, 21)*

The Detective who is assigned to be on call during off-duty hours shall be paid an on call stipend in the amount of two hundred twenty five dollars (\$225.00) 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, 18-20, 21)*

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 one thousand dollars (\$1,000.00) clothing allowance upon their initial promotion, and six hundred dollars (\$600.00) clothing allowance on their anniversary date and every year thereafter, 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 at their anniversary date.

Section 20.2 - Dry Cleaning of Officers Uniforms *(Amended 07, 18-20)*

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 thirty dollar (\$30.00) 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 any time. 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 *(Amended 21)*

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 Employee Unit.

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, 18-20, 21)*

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, 2021 and shall expire at midnight on December 31, 2021.

IN WITNESS WHEREOF, said parties have caused this agreement to be signed on the ___ day of ___, 20___, by their duly authorized officers.

FRATERNAL ORDER OF
POLICE LODGE #49

CITY OF DODGE CITY

By: _____
Hannah Mazza, Lodge President

By: _____
Joyce Warshaw, Mayor

ATTEST:

ATTEST:

Chad Kelley, Lodge Secretary

Connie Marquez, City Clerk

APPENDICES

APPENDIX I - POLICE SERGEANT

(Amended 15-17, 18-20)

CLASS TITLE: Police Sergeant
ACCOUNTABLE TO: Police Lieutenant
FAMILY: Public Safety

FLSA Status: Partially Exempt

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; subordinate to the Patrol Lieutenant and other ranking supervisors of the police department; 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.*

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;
- Five (5) years of experience as a commissioned police officer, two (2) years being with the Dodge City Police Department;
- Have sixteen (16) approved KLETC accredited training hours in Leadership/Supervision/Management and (24) hours in Interview and Interrogation.

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, 18-20)

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; serves as a supervisor on a shift, and shift commander in the absence of the Sergeant; subordinate to Sergeant and other ranking supervisors of the police department; 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.*

SUPERVISION - RESPONSIBILITY FOR WORK OF OTHERS:

Serves as a supervisor of a team or group on a shift and Shift Commander 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 two (2) years of experience as a commissioned police officer, one (1) year being with the Dodge City Police Department;
- Must have eight (8) approved KLETC accredited training hours in the following areas: Leadership/Supervision/Management.

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, 18-20)

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.*

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 two (2) years of experience as a commissioned police officer, one (1) year being with the Dodge City Police Department;
- Have twenty-four (24) approved KLETC accredited training hours in the following areas: Interview and Interrogation.

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, 18-20)

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 processions; occasionally 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.*

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, 18-20)

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; subordinate to the Detective Lieutenant and other ranking supervisors of the police department; may lead detective and/or patrol operation; 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.*

SUPERVISION - RESPONSIBILITY FOR WORK OF OTHERS: Serves as supervisor of the detective bureau; 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;
- Five (5) years of experience as a commissioned police officer, two (2) years being with the Dodge City Police Department:
- Have sixteen (16) approved KLETC accredited training hours in Leadership/Supervision/Management and (24) hours in Interview and Interrogation.

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, 18-20)

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 - DCPD PROMOTIONAL TESTING POLICY

(Amended 07-08 & 10, 18-20)

TRAINING REQUIREMENTS

214.01 To be eligible to take any promotional examination, an officer must have the appropriate number of approved Kansas Commission on Police Officers' Standards and Training (KS-CPOST) accredited training hours as required for each promotable position. An officer completing the approved KS-CPOST accredited hours shall ensure the Training Bureau Commander has a current transcript of the applicable training.

214.02 To meet the prerequisite training requirements, officers must receive training in all of the areas listed below. Officers must complete all courses in order to receive credit towards this requirement. All pertinent training must be concluded before they are eligible for promotion. The Kansas Law Enforcement Training Center's or another state's Basic Training will not count as training completed for the promotional process.

Lieutenant

Administrative Leadership/Supervision/Management 8 hours
Leadership/Supervision/Management 16 hours
Interview and Interrogation 24 hours

Sergeant

Leadership/Supervision/Management 16 hours
Interview and Interrogation 24 hours

Corporal

Leadership/Supervision/Management 8 hours

Detective

Interview and Interrogation 24 hours

214.03 The Training Bureau 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 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 the next promotional cycle:

Two (2) years of experience as a commissioned police officer, one (1) year 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 9.2of the MOU) 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 the next promotional cycle:

Five (5) 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 (2) 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 9.2of the MOU) 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:

Seven (7) years of experience as a commissioned police officer, four (4) years being 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 promote or put in for a special assignment shall direct a separate Officer's Report to the Training Bureau Commander, for each test the officer wishes to take. The report should include his/her hire date, promotion date, periods of “acting” duty and training that fulfills the requirements listed in Section 214.02. An officer who desires an assigned position throughout the department to include, but not limited to: departmental instructor, detective rotator, FTO, SRO, GREAT, K-9, Negotiator, traffic or any special duty (30 days or more) assignments (SORT and Sniper assignment are excluded from this process) shall follow the same procedure An officer who is, at the time he/she submits the report, enrolled in a 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 approved course list to the report. This training must be complete before the promotion eligibility list takes effect.

214.09 The Training Bureau 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. Candidates' experience as a commissioned police officer outside of this agency will be counted as experience for the promotional process only if the Chief of Police has certified their experience as sufficient for a lateral transfer.

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 Bureau Commander. Written examinations will be given annually or more often as necessary depending upon the current and future position allocations and needs of the Department. All officers will be notified by department email at least thirty (30) days prior to the examination dates. The Department will maintain at least two collections of current books for each of the promotional tests: detective, corporal/sergeant and lieutenant. Each collection will consist of the books from the reading lists for the respective written tests. All written exams shall be obtained from a nationally accredited source independent of the City of Dodge City.

214.11 The Training Bureau 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.

IN-BASKET EXERCISE:

214.13 For Sergeant and Lieutenant candidates: The City of DC Human Resource designee will coordinate and facilitate an in-basket exercise which shall be an independent and accredited process through an outside vendor. Candidates will be provided with the final report of their performance of the exercise. The report will provide strengths and weaknesses and areas of improvement to help the candidate in career growth.

AFFIDAVIT WRITING:

214.14 For Corporal candidates: The Training Bureau Commander or designee will select or compose a case investigated by one officer. The spelling and grammatical errors will be purged from all of the paperwork and 10 factual errors will be inserted into the affidavit. The officers will have 1 hour to identify the 10 errors. The packets will be graded by the Training Bureau Commander. If an officer finds a fundamental error that would affect a judge's finding of probable cause and that error is not one of the ten inserted errors, that error will count in the candidate's favor. If a candidate finds more than ten such errors their score on the affidavit component shall not rise above ten.

214.15 For Detective candidates: The Training Bureau Commander or designee will draft a scenario describing a criminal incident including all details required to fill out a search warrant application and affidavit. The scenario will be provided to each detective candidate who will have 3 hours to type up their search warrant affidavit and application for ALL qualifying crimes and scenes/evidence to be searched for and/or seized. The grading will be based on identifying the appropriate crimes and proper identification of scenes and evidence to be searched for. The answer sheet will be established prior to administration of the test.

214.16 The Training Bureau Commander will designate a day for the candidates to pick up the packets. All officers will be notified by department email at least thirty (30) days prior to the packet hand out and receipt dates. The Training Bureau Commander or designee will personally hand out and receive all packets and completed documents to ensure the deadline was met.

SUPERVISORS' CONFERENCES

214.17 Supervisors' conferences will convene to discuss candidates' qualifications to include:

- the officer's reports prepared by the candidate to apply for the respective promotions or assignments
- on duty activity level,
- quality of investigations,
- performance under stress,
- team player qualities,
- special duties (i.e. SORT, FTO, SRO, Instructor, etcetera),
- awards,
- frequency of the officer being on the missing reports list,
- and any other criteria the conference deems pertinent within the confines of state and federal law.

Each member of the conference will assign each candidate a score from 0 through 5 based on that member's perception of the candidate's potential in the new position. Each candidate's scores will be the total of their assigned points out of the total possible points.

- 1) **FIRST-LINE CONFERENCE FOR ASSIGNED POSITIONS:** First-line supervisor conferences shall convene to provide recommendations on candidates seeking assigned positions throughout the department; to include but not limited to: departmental instructors, FTO, SRO, GREAT, K-9, Negotiator, traffic or any special duty [30 days or more] assignments. Detective Rotator, SORT and Sniper assignment are excluded from this process. The panel shall consist of no less than four (4) sergeants and two (2) corporals, and no more than the five (5) sergeants and four (4) corporals. The panel present shall select one of its members as the secretary. The secretary will take minutes of the conference and produce a ranked list of the candidates and present both to the Chief of Police. The Chief of Police is solely responsible for the ultimate selection to include an unsought assignment should, in the Chief's sole discretion, that be necessary.
- 2) **SERGEANTS' CONFERENCE:** Corporal and detective promotional candidates will be considered by a conference of the five sergeants (25 points possible). The Deputy Chief will attend this conference as a facilitator/mediator. The Deputy Chief will not make any recommendations to the committee. Should one of the five (5) sergeants not

be available, the Chief may approve an existing corporal to serve in place of the unavailable sergeant. No less than four (4) sergeants and one (1) corporal may make up a Sergeants' Conference.

- 3) COMMANDER'S CONFERENCE: Sergeant promotional candidates will be considered by a conference of the two bureau commanders and the Deputy Chief (15 points possible). Should one of the three (3) commanders not be available, the Chief may approve an existing sergeant to serve in place of the unavailable commander. No less than two (2) commanders and one (1) sergeant may make up a Commander's Conference.

SCORING:

214.18 Corporal and Detective candidates will be scored in four (4) areas: seniority credit, affidavit exercise, written examination and supervisors' conference. Scores in these areas will be added into a composite score for an officer, according to the following scale.

- A. Seniority Credit.....5% total score
- B. Written Examination.....40% total score
- C. Affidavit Exercise.....40% total score
- D. Supervisors' Conference.....15% total score

Sergeant candidates will be scored in four (4) areas: seniority credit, written examination, In-basket exercise and supervisors' conference. Scores in these areas will be added into a composite score for an officer, according to the following scale.

- A. Seniority Credit.....5% total score
- B. Written Examination.....40% total score
- C. In-basket Exercise.....40% total score
- D. Supervisors' Conference.....15% total score

Lieutenant candidates will be scored in three (3) areas: seniority credit, written examination, and an In-basket exercise. 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. Written Examination.....45% total score
- C. In-basket Exercise.....45% total score

Scores shall be posted as soon as reasonably possible after the Training Bureau Commander has the results of the testing.

ELIGIBILITY LISTS:

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.

214.20 The promotional cycle will begin the day following the expiration of the current promotional cycle and will be effective for one (1) year..

214.21 The eligibility lists will contain the identification numbers of the officers with composite scores 70% or greater. The list will include their final composite scores, in rank order. They will be compiled by the Training Bureau Commander who will deliver them to the Chief of Police. The lists will then be posted on official Departmental bulletin boards for the length of the promotional cycle.

214.22 For each list at maximum of three candidates will be considered for promotion. For each individual promotion, the Chief of police must select from the top three (3) candidates. When one of the top three (3) candidates are promoted or their employment ends, the top 3 list will be repopulated using the next eligible candidates in sequential order. In the event the list of eligible candidates has been exhausted, the Chief of Police may assign an officer to an acting status to temporarily fill the vacant position.

214.23 The promoted officer shall be evaluated after having served six (6) months and again at one (1) year in his/her new position by their immediate supervisor. This evaluation shall be forwarded, through channels, to that officer's Bureau Commander. Bureau Commanders are responsible for submitting written recommendations to the Chief of Police, stating whether a newly-promoted officer should retain his/her higher position. The promotional probation period shall be one (1) year for Detective, Corporal, and Sergeant, and (2) years for Lieutenant. The Chief of Police must advise the officer whether he/she passed the probation period or not prior to the end of the probationary period. If the Chief of Police does not notify the officer they failed the probationary period it will be presumed that they passed probation. An officer serving in an "acting" or assigned position is under continuous probation in regard to their special duty status. This is due to the fact that these are assigned positions and not promotions. .

APPENDIX VIII- 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 IX – PAY PLAN *(Amended 07-08, 09-10, 11, 12, 13, 14, 15-17, 18-20, 21)*

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

Last Name	First Name	Grade	Title	Current Step	Current Wage	Adj. Step	Wage based on same step - new schedule	Annual Salary in 2021
MOORE	Justin	PPR	Probationary	P	\$17.29	T	\$20.69	\$45,186.96
SOTO	Jose	PPR	Probationary	P	\$17.29	T	\$20.69	\$45,186.96
VACANT	(in progress)	PPR	Probationary	P	\$17.29	T	\$20.69	\$45,186.96
VACANT	(pending)	PPR	Probationary	P	\$17.29	T	\$20.69	\$45,186.96
VACANT	(pending)	PPR	Probationary	P	\$17.29	T	\$20.69	\$45,186.96
VACANT	(pending)	PPR	Probationary	P	\$17.29	T	\$20.69	\$45,186.96
HABERMAN	Wyatt	PO	Officer	1	\$17.99		\$21.21	\$46,322.64
HAYS	Jared	PO	Officer	1	\$17.99		\$21.21	\$46,322.64
IBARRA	Jacqueline	PO	Officer	1	\$17.99		\$21.21	\$46,322.64
QUINT	Dayton	PO	Officer	1	\$17.99		\$21.21	\$46,322.64
WEBER	Garrett	PO	Officer	1	\$17.99		\$21.21	\$46,322.64
CUEVAS SOTELO	Jalbert	PO	Officer	2	\$18.44		\$21.74	\$47,480.16
RANDALL	Dominic	PO	Officer	2	\$18.44		\$21.74	\$47,480.16
DEL REAL	Faviola	PO	Officer	3	\$18.90		\$22.28	\$48,659.52
GONZALES	Kristopher	PO	Officer	3	\$18.90		\$22.28	\$48,659.52
ACOSTA	Carlos	PO	Officer	4	\$19.37		\$22.84	\$49,882.56
BLANCHETT	Corey	PO	Officer	4	\$19.37		\$22.84	\$49,882.56
FAULKNER	Michael	PO	Officer	4	\$19.37		\$22.84	\$49,882.56
HAGER	James	PO	Officer	4	\$19.37		\$22.84	\$49,882.56
RODRIGUEZ	Elier	PO	Officer	5	\$19.85		\$23.41	\$51,127.44
MOYER	Ashley	PO	Officer	6	\$20.35		\$24.00	\$52,416.00
SANCHEZ	Martin	PO	Officer	6	\$20.35		\$24.00	\$52,416.00
VELA	Ruben	PO	Officer	6	\$20.35		\$24.00	\$52,416.00
GUTIERREZ	Guillermo	PO	Officer	9	\$21.92		\$25.84	\$56,434.56
KELLEY	Chad	PO	Officer	12	\$23.60		\$27.83	\$60,780.72
KRAMER	Cory	PO	Officer	14	\$24.80		\$29.24	\$63,860.16
LIMA	Leslie	PO	Officer	14	\$24.80		\$29.24	\$63,860.16
BORON	Gerald	PC	Corporal	3	\$20.51		\$22.83	\$49,860.72

Last Name	First Name	Grade	Title	Current Step	Current Wage	Adj. Step	Wage based on same step - new schedule	Annual Salary in 2021
HARRIS	Shane	PC	Corporal	3	\$20.51		\$22.83	\$49,860.72
DYER	Tyler	PC	Corporal	4	\$21.02		\$23.40	\$51,105.60
KELLEY	Brandon	PC	Corporal	10	\$24.39		\$27.13	\$59,251.92
MAZZA	Hannah	PD	Detective	1	\$21.28	2	\$22.94	\$47,715.20
KOLBECK	Madeline	PD	Detective	2	\$21.81		\$22.94	\$47,715.20
MAZZA	Alan	PD	Detective	5	\$23.49		\$24.70	\$51,376.00
THOMPSON	James	PD	Detective	7	\$24.68	10	\$27.95	\$58,136.00
BICE	J	PD	Detective	14	\$29.32		\$30.85	\$64,168.00
KOLBECK	Lee	PS	Sergeant	3	\$25.76		\$27.93	\$60,999.12
HERRERA	Francisco	PS	Sergeant	6	\$27.74		\$30.08	\$65,694.72
GORDON	David	PS	Sergeant	7	\$28.43		\$30.83	\$67,332.72
VILLASENOR	Orlando	PS	Sergeant	7	\$28.43		\$30.83	\$67,332.72
BROWN	Thad	PS	Sergeant	8	\$29.14		\$31.60	\$69,014.40
ROBBINS	Michael	PS	Sergeant	8	\$29.14		\$31.60	\$69,014.40

2021 Recommended Police Salary Schedule

	T	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Police Officer	\$20.69	\$21.21	\$21.74	\$22.28	\$22.84	\$23.41	\$24.00	\$24.60	\$25.21	\$25.84	\$26.49	\$27.15	\$27.83	\$28.52	\$29.24
Corporal			\$22.27	\$22.83	\$23.40	\$23.98	\$24.58	\$25.19	\$25.82	\$26.47	\$27.13	\$27.81	\$28.51	\$29.22	\$29.95
Detective			\$22.94	\$23.51	\$24.10	\$24.70	\$25.32	\$25.95	\$26.60	\$27.26	\$27.95	\$28.64	\$29.36	\$30.10	\$30.85
Sergeant			\$27.25	\$27.93	\$28.63	\$29.35	\$30.08	\$30.83	\$31.60	\$32.39	\$33.20	\$34.03	\$34.88	\$35.76	\$36.65

APPENDIX X - UNIFORMS & EQUIPMENT PROVIDED BY DEPARTMENT *(Amended 12, 18-20, 21)*

Patrol

1. Uniforms (replaced as needed)
 - 2 long sleeve shirts
 - 3 short sleeve shirts
 - 3 pairs of Class B pants
 - 1 pair of Class A pants
 - 1 Exterior ballistic vest carrier
 - Duty Boots
2. Duty Gear
 - Belt and related items for belt
 - Pepper spray
3. Ballistic Vest (ballistic panels)
4. Business Cards
5. Practice Ammunition*** (50 rounds per month, half being .223 and half being. The caliber used by the officer in their approved/issued duty handgun (9mm/.40/.45) at the officer's option and subject to availability. The department will make every effort to fill requests pursuant to this addendum unless such request would diminish department stock designated for department training or potential incident response. Unfilled requests will be logged and filled as supplies become available.)