

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, June 15, 2020

7:00 p.m.

MEETING #5159

## **CALL TO ORDER**

## **ROLL CALL**

## **INVOCATION BY**

## **PLEDGE OF ALLEGIANCE**

## **PUBLIC HEARING**

Advisability of Creating a Community Improvement District (Boot Hill Museum)

## **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 City Commission Meeting Minutes, June 1, 2020.
2. Appropriation Ordinance No.11 , June 15, 2020;
3. Approval for Change Order #1 for First Avenue Parking Lot;
4. Approval of Lease with South West Regional Service Center;
5. Approval of the Donation of two City owned Vacant Lots to Community Housing Association of Dodge City (CHAD).

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3736:** An Ordinance Authorizing the Creation of the Boot Hill Museum Community Improvement District in the City of Dodge City, Kansas; Authorizing the Imposition

of a Community Improvement District Sales Tax to be Collected Within Such District; and Approving and Authorizing Certain Other Actions in Connection Therewith (Boot Hill Museum CID). Report by Finance Director, Nicole May.

**Resolution No. 2020-19:** A Resolution for the Temporary Suspension and Waiver of Certain Provisions of Ordinance No. 2838 and the 2009 International Fire Code Pertaining to the Discharge of Fireworks within the City Limits of the City of Dodge City, Kansas. Report by, Supervisor of Fire Department, Ken Spencer.

**Resolution No. 2020-20:** A Resolution Authorizing the Offering for Sale of General Obligation Bonds, Series 2020-A, General Obligation Temporary Notes, Series 2020-01 and Taxable General Obligation Temporary Notes, Series 2020-2, of the City of Dodge City, Kansas. Report by Finance Director, Nicole May.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of the Agreement of Purchase and Sale of the Business Park Land between the City of Dodge City, Kansas and the Boot Hill Distillery, LLC. Report by City Attorney, Brad Ralph.
2. 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**

1. Discussion of Reopening of the Long Branch Lagoon Water Park. Report by Assistant City Manager/Public Affairs, Melissa McCoy.

## **ADJOURNMENT**

**CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

806 N. 2<sup>nd</sup> 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](http://www.facebook.com/cityofdodgecity) or our Vimeo page at [www.vimeo.com/cityofdodgecity](http://www.vimeo.com/cityofdodgecity)

**CALL TO ORDER**

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

**INVOCATION by**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

Mayor Joyce Warshaw moved to amend the agenda and delete #5 of the new business, discussion of the reopening and add a Proclamation after new business. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

**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.

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

**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 was approved on a motion by Commissioner Kent Smoll. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

**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 was approved on a motion by Commissioner Brian Delzeit. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

**Resolution No. 2020-18:** A Resolution designating the Fidelity State Bank and Trust Company, of Dodge City, Kansas, as an Official Depository Bank, and stating the Official Signers on the accounts was approved on a motion by Commissioner Kent Smoll. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

**UNFINISHED BUSINESS****NEW BUSINESS**

1. Commissioner Kent Smoll moved to approve Change Order #3 from Nowak Construction Company, Inc. in the amount of \$38,501.58 to finalize the project and close out the quantities that have been constructed for the Dodge City National Beef Processors Wastewater System Improvements. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.
2. Commissioner moved to approve the quote from Klotz Sand Co., Inc. in the amount of \$1,228,923.58 for the construction of the infrastructure improvements for Wagon Wheel #3 Sub-Division Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.
3. Commissioner Joyce Warshaw moved to approve the contract with FEE Insurance in the amount of \$50,000 annually for Broker Services with the City of Dodge. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.
4. Commissioner Kent Smoll moved to approve of the Amendment to Agreement of Purchase and Sale (Dodge City Power District) between the City of Dodge City and ICT Capital, LLC an entity owned and operated by Doug Malone. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

**OTHER BUSINESS**

**EXECUTIVE SESSION**

At 8:05 p.m. Commissioner Kent Smoll moved that the City Commission recess into executive session pursuant to the preliminary discussion relating to the acquisition of real property exception found in K.S.A. 75-4319(b)( 6 ). The justification for closing the meeting is to protect the City's position in negotiations and to discuss legal advice from counsel regarding Kansas statutes and potential agreements. The opening meeting will resume in the City Commission Chamber in 15 minutes at 8:20 pm. Commissioner will not take any action upon returning to open session and prior to adjournment. Executive Session will include Commissioners, Cherise Tieben, Nick Hernandez, Nicole May, Brad Ralph and. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously. Commissioner Joyce Warshaw moved to extend the executive session for 5 minutes to 8:25pm. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

Mayor Joyce Warshaw read the Proclamation recognizing Cherise Tieben's Service to the City of Dodge City, Kansas and the city commission of Dodge City do hereby proclaim their deepest gratitude, and honor Cherise Tieben for her outstanding professional service and personal dedication as City Manager and declare **Friday, June 5, 2020** as **Cherise Tieben Day**. We wish you all the best Cherise.

**ADJOURNMENT**

Commissioner Joyce Warshaw made a motion to adjourn the meeting. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

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Joyce Warshaw, Mayor

ATTEST:

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Connie Marquez, City Clerk

## Memorandum

*To: City Manager  
City Commissioners*  
*From: Ray Slattery,  
Director of Engineering Services*  
*Date: June 4, 2020*  
*Subject: 1<sup>st</sup> Ave. Parking Lot CA 1905*  
*Agenda Item: Consent Calendar*

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**Recommendation:** Approve Change Order No. 1 for the 1<sup>st</sup> Ave. Parking lot Project.

**Background:** This project was approved by the Commission at the November 18, 2019 Commission Meeting. Construction started on the project March 19, 2020 and was substantially complete on May 22, 2020.

**Justification:** **30" Standard Curb & Gutter** - This 103 L.F. increase in quantity is actual field place quantity. This item was under estimated during design.

**6" Concrete Parking Lot** - This 29 S.Y. decrease in quantity is actual field place quantity. This item was over estimated during design.

**4" Sidewalk** - This 1.17 S.Y. increase in quantity is a result of lengthen the sidewalk a few feet.

**4" Yellow Epoxy Stripe** - This 19 L.F. decrease in quantity is actual field place quantity. This item was over estimated during design.

**Remove & Dispose of Satellite Dish** - There was an abandoned satellite dish receiver on the property that required to be removed. It was not accounted for in the plans.

**Remove AC Unit Concrete** - This addition of this bid item was necessary to the project because the neighbors AC Unit was originally installed on the lot and had to be removed.

**Remove Lilac Bush** – The addition of this bid item is was necessary because the existing Lilac bush was just inside the construction limits of the parking lot.

**Move East Light Pole** – The addition of this bid item is was necessary because the light pole was in the fall zone of the overhead power line located in the alley. Staff and Victory electric felt it would be better if the pole was moved out of the fall zone.

**Light Pole Base Extension** – The addition of this bid item is was necessary because the east light pole was moved out of the landscape island. Staff felt it was better to have the concrete base extend higher in the parking lot area. Both light pole bases were extended.

**Deduct for using City Supplied Manhole** – The addition of this bid item is was necessary because the contractor was not able to obtain the specified manhole from their supplier due to the COVID-19 Pandemic. The City had a Manhole Base that was used.

**Financial Considerations:** Change Order 1 is for an increase of \$1,245.31.

**Purpose/Mission:** The completion of this project would align with the City's core value of ongoing improvement.

**Legal Considerations:** N/A

**Attachments:** Change Order 1





# City of Dodge City

## PARKS AND FACILITIES

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

# *Memorandum*

To: Nick Hernandez, City Manager  
City Commissioners  
From: Troy Brown, Parks and Facilities Director  
Date: June 8, 2020  
Subject: Hennessy Lease

**RECOMMENDATION:** Staff recommends approving the lease with Southwest Plains Regional Service Center – Migrant State Level for space at Hennessy Hall.

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

The space being rented is on the first floor and is designated as rooms 40 and 45A. These two rooms comprise approximately 2,971.5 square feet.

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

**FINANCIAL CONSIDERATIONS:** The annual lease payment will be \$17,829.00 based on the standard \$6 per sq. ft. price charged to non-profits tenants at that facility. Lease payments are prorated monthly and billed through City Hall.

**PURPOSE/MISSION:** This lease agreement is consistent with the City's core purpose of Ongoing Improvement as it facilitates additional opportunities in the community to provide training and resources that serve the education system for local and regional school districts.

**LEGAL CONSIDERATIONS:** The agreement is the standard form used with all Hennessy tenants. The term of this agreement is for three years. The lease agreement was approved by the city attorney.

**ATTACHMENT:**

Lease Agreement

## Hennessey Hall Lease Agreement

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

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

- 1) **LEASE PREMISES:** The LANDLORD hereby leases to the TENANT part of that property known as Hennessey Hall, located on the former St. Mary of the Plains College Campus in Dodge City, Kansas. The portion of Hennessey Hall leased to the TENANT is indicated on the attached document, comprising approximately two thousand, nine hundred seventy-one, point five (2,971.5) square feet and labeled as Rooms 40 and 45A. The rooms indicated, and made a part hereof, is hereinafter collectively referred to as the "leased premises".
- 2) **TERM:** The term of this lease shall begin on July 1, 2020 and shall continue until June 30, 2021 (the "Lease Term"). The expiration or termination of the Lease Term shall not terminate or otherwise extinguish any liability or obligation (including, without limitation, indemnification obligations) of either party hereto involving any act, omission, breach or default occurring prior to such expiration or termination. The Lease Term may be extended for two (2) additional terms of one (1) year each (the "Renewal Terms") by mutual agreement of the parties, by TENANT providing written notice of the exercise of the Renewal Term to the LANDLORD no less than three (3) months in advance of the expiration of the Lease Term or any Renewal Term.
- 3) **LEASE RENTAL:** During the first year of this Lease, the TENANT shall pay to the LANDLORD annual rent in the amount of seventeen thousand, eight hundred twenty-nine dollars (\$17,829.00), representing a square footage rental rate of approximately \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of one thousand, four hundred eighty-five dollars and seventy-five cents (\$1,485.75), beginning on the first day of July 2020, for first month's rent and continuing monthly thereafter for the first year of this Lease, said monthly rental being hereinafter referred to as the "Base Rent."
- 4) **ADDITIONAL RENT:** It is agreed by the parties that, in addition to the Base Rent as set forth above, the TENANT shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, Hennessey Hall is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this Lease; provided, however, that in the event the Hennessey Hall in which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

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

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of this Lease are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the TENANT based on percentage that the leased premises covered by this Lease bears to the total usable space in Hennessey hall. It is agreed that the leased premises covered by this Lease is

approximately two thousand, nine hundred seventy one, point five, (2,971.5) square feet and the total usable space of Hennessey Hall is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 7.82%

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 7.82%, the TENANT'S proportionate share of Hennessey Hall. A resulting amount is then divided by two thousand, nine hundred seventy one, point five (2,971.5) square feet and that amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
  - (c) The adjusted Base Rent, as provided above, shall be due and payable to the LANDLORD in monthly installments commencing on July 1, 2021 of the following year, and on the first day of each month thereafter until the next rental adjustment.
  - (d) The "base year" shall be the taxes and utility costs attributable to Hennessey Hall for the calendar year 2019.
- 5) **REPAIR AND MAINTENANCE:** Throughout the term of this Lease, the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of Hennessey Hall and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical, and heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased premises including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.
- The TENANT shall be responsible for all interior maintenance of the leased premises, including but not limited to, cleaning, painting, and general upkeep and shall be responsible for the prompt repair of any damage to the leased premises caused by reason of its use of the same, including but not limited to, any damage or needed repairs to any plumbing and electrical facilities located within the leased premises.
- The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.
- 6) **SIGNAGE:** The LANDLORD will provide a community sign identifying the property with a listing of the building tenants at a location near the entrance to the building. The TENANT will be responsible for any individual tenant signage inside Hennessey Hall it might desire, the style and location of which shall be subject to prior approval of the LANDLORD.
- 7) **JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of Hennessey Hall. The common areas shall consist of the foyer, stairs, and common hallways located outside the lease premises. The TENANT will be responsible for providing janitorial services to the leased premises.
- 8) **TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) on Hennessey Hall, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.

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

10) **TENANT RENOVATIONS:** The TENANT acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the LANDLORD as to the existing condition of the leased premises.

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

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

11) **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of Hennessey Hall which includes the leased premises to a third party, the LANDLORD shall have the option to terminate this Lease by providing written notice to the TENANT at least twelve (12) months prior to the termination date.

12) **TERMINATION BY TENANT:** The LANDLORD acknowledges that the TENANT anticipates conducting operations subject to State and Federal government funding. Should the TENANT fail to receive adequate funding to continue operations, the TENANT may terminate this Lease by providing the LANDLORD written notice of intent to terminate ninety (90) days prior to termination. Should the TENANT terminate this Lease under this provision, the TENANT shall not rent, lease, or sub-lease any other space within Ford County for the purpose of conducting office operations for the term of this Lease.

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

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

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the

LANDLORD by reason of the TENANT'S use of the leased premises under the terms and conditions of this Lease and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expenses incurred by the LANDLORD in defending against any such claims or causes of action.

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

20) **NOTICES:** Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 N. Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as Southwest Plains Regional Service Center-Migrant State Level, Box 1010 Sublette, KS 67877.

21) **BINDER:** This Lease shall be binding on the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands in the day and year written below.

\_\_\_\_\_  
DATE

CITY OF DODGE CITY, KANSAS,  
A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
JOYCE WARSHAW, MAYOR

APPROVED:

By: \_\_\_\_\_  
CONNIE MARQUEZ, CITY CLERK

Southwest Plains Regional Service Center

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

## *Memorandum*

*To: City Manager  
City Commissioners*

*From: Mollea Wainscott  
Special Projects Coordinator*

*Date: 06/15/20*

*Subject: Donation of vacant lots  
Agenda Item: Consent Calendar*

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**Recommendation:** Staff recommends donating two vacant lots to the Community Housing Association of Dodge City for housing developments.

**Background:** The City of Dodge City owns two vacant lots located on Avenue N and Military. The City has no use for the vacant lots. The Community Housing Association of Dodge City operates the Abandoned Housing Program and would like to move two homes to the vacant lots. Both homes will then be renovated and sold to moderate-income families.

**Justification:** Housing continues to be a constant challenge in the Dodge City area. The Abandoned Housing Program has been successful in creating new housing and rehabilitating vacant housing throughout Dodge City.

**Financial Considerations:** None at this time for the City.

**Purpose/Mission:** To provide adequate housing in order for the City to accommodate present and future growth.

**Legal Considerations:** None

**QUIT CLAIM DEED**

**CITY OF DODGE CITY KANSAS**

(Grantor)

**QUIT CLAIMS TO**

**COMMUNITY HOUSING ASSOCIATION OF DODGE CITY, INC.**

(Grantee) a 501c3 Non-Profit Organization,

all of the following described real estate in Ford County, Kansas, to-wit:

Lots One [1] and Two [2], Block Two (2), Thurow Addition, an Addition to the City of Dodge City, Ford County, Kansas, according to the recorded Plat thereof.

**NOTICE:** Pursuant to K.S.A. 79-1437e a real estate validation questionnaire is not required due to exception No. 4.

**DATED** this 15<sup>th</sup> day of June, 2020.

CITY OF DODGE CITY

By \_\_\_\_\_  
Joyce Warshaw, Mayor

STATE OF KANSAS    )  
                              ) §:  
COUNTY OF FORD    )

This instrument was acknowledged before me on this 15<sup>th</sup> day of June, 2020, by Joyce Warshaw, Mayor – City of Dodge City

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC

My Appt. Expires: \_\_\_\_\_

## *Memorandum*

*To: Nick Hernandez, City Manager*  
*From: Nicole May*  
*Date: June 10, 2020*  
*Subject: Public Hearing – Advisability of Creating a Community Improvement District*  
*Advisability of Ordinance No. 3736 – Making Certain Finding on the Creating a Community Improvement District*

*Agenda Item Public Hearing and Ordinances and Resolutions*

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**Recommendation:** I recommend the City Commission open the Public Hearing and hear any comments from the public. If after the public hearing, the Commission finds it advisable to create the Community Improvement District, adopt Ordinance No. 3736.

**Background:** A petition was filed for the establishment of a community improvement district for Boot Hill Museum to include the museum and the resource center. A Petition was filed in May 2020, by Boot Hill Museum to establish a CID.

The City Commission adopted Resolution No. 2020-15, on May 18, 2020, that directed a public hearing be held to consider the advisability of creating a community improvement district and required the City Clerk to give notice of such public hearing. A notice was published in the Dodge City Daily Globe for 2 consecutive weeks, at least 7 days prior to the June 15 meeting notifying the public of consideration of the CID. A notice was also sent to Boot Hill Museum.

Later in the meeting after the public hearing is complete, the Commission will consider the Ordinance. This ordinance states that the governing body of the City of Dodge City finds and determines it to be advisable to create the proposed community improvement district, authorizes the project, approves the estimated cost of the project, sets forth the boundaries of the district, levies the community improvement district sales tax, and approves the method of financing.

**Justification:** The Community Improvement District is an economic development tool authorized by the State of Kansas that allows eligible construction costs to be reimbursed to the developer. The additional sales tax collected in the improvement district is the only amount reimbursed to the developer.

**Financial Considerations:** none

**Purpose/Mission:** We value progress and business growth for the community.

**Legal Considerations:** All legal considerations are being met with the public hearing and adoption of the ordinance. The ordinance will be forwarded to the Director of Taxation for the State of Kansas

**Attachments:** Ordinance No. 3736.

**ORDINANCE NO. 3736**

**AN ORDINANCE AUTHORIZING THE CREATION OF THE BOOT HILL MUSEUM COMMUNITY IMPROVEMENT DISTRICT IN THE CITY OF DODGE CITY, KANSAS; AUTHORIZING THE IMPOSITION OF A COMMUNITY IMPROVEMENT DISTRICT SALES TAX TO BE COLLECTED WITHIN SUCH DISTRICT; AND APPROVING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH (BOOT HILL MUSEUM CID).**

**WHEREAS**, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the “Act”), municipalities are authorized to create community improvement districts for economic development purposes and any other purpose for which public money may be expended; and

**WHEREAS**, the City of Dodge City, Kansas (the “City”), is a municipality within the meaning of the Act; and

**WHEREAS**, on May 15, 2020, a petition (the “Petition”) was filed with the City Clerk requesting (a) that the community improvement district described therein (the “CID”) be created; (b) that the City levy a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailer’s sales tax act, within the CID in the amount of one percent (1%) (the “CID Sales Tax”); and (c) that certain community improvement district project costs to be incurred within the CID be financed with pay-as-you-go financing from such CID Sales Tax, all in accordance with the Act; and

**WHEREAS**, said Petition was signed by all [more than 55%] of the owners of the land area within the proposed CID, exclusive of right of way; and

**WHEREAS**, the Act provides that prior to creating any community improvement district and imposing a community improvement district sales tax, a governing body shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and the construction of such community improvement district project therein, and provide for notice of the hearing by publication at least once each week for two consecutive weeks in the official city newspaper, with the second publication occurring at least seven days prior to the hearing, and by certified mail to all property owners within the proposed community improvement district, with such certified mail sent at least ten days prior to such hearing; and

**WHEREAS**, on May 18, 2020, the Governing Body of the City adopted Resolution No. 2020-15 directing a public hearing on the proposed CID be held and declaring its intent to levy the CID Sales Tax in the proposed CID; and

**WHEREAS**, on June 15, 2020, following proper notice as provided in the Act, the Governing Body of the City held a public hearing on the proposed CID, the proposed community improvement district project and the imposition of the CID Sales Tax in the proposed CID; and

**WHEREAS**, the Governing Body hereby finds and determines that it is in the best interests of the City and in furtherance of the purposes of the Act to create the CID and impose the CID Sales Tax.

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

**Section 1. Creation of District; Boundaries.** The Governing Body of the City hereby creates the CID within the boundaries legally described on *Exhibit A* attached hereto and are depicted on the map attached hereto as *Exhibit B*, which CID shall generally be referred to as the "Boot Hill Museum CID."

**Section 2. Authorization of District Project; Estimated Costs.** The Governing Body of the City hereby authorizes the project within the Boot Hill Museum CID described in *Exhibit C* attached hereto (the "Project") and approves the estimated cost of the Project which may be financed with CID Sales Tax as one hundred twenty thousand dollars (\$120,000). Notwithstanding the approval of the Project by this Ordinance, the Project and owner or owners of all property comprising the Project must comply with all applicable zoning, planning permit and other laws and regulations applicable to the Project.

**Section 3. Method of Financing.** The Project within the Boot Hill Museum CID will be financed on a pay-as-you-go basis payable from revenues received from the imposition of the CID Sales Tax. No special assessments shall be implemented under the Act to pay for the Project, and no special obligation notes or bonds will be issued for the Project.

**Section 4. Levy of Sales Tax.** In accordance with the Act and to provide funds to pay costs of the Project, the Governing Body of the City hereby levies a CID Sales Tax on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailer's sales tax act, within the Boot Hill Museum CID in the amount of one percent (1%). The collection of the CID Sales Tax shall commence on October 1, 2020, or any other effective date the City may approve by ordinance if a change in the effective date outlined herein is requested in writing by all owners of record, exclusive of right of way, in the Boot Hill Museum CID.

**Section 5. Segregation of CID Sales Tax.** All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the City to be designated as the Boot Hill Museum Community Improvement District Revenue Fund. Such revenues shall be used to pay the costs of the Project on a pay-as-you-go basis, including the City's administrative fee of two percent (2%).

**Section 6. Further Action.** The Mayor, City Manager, City Clerk and other officials and employees of the City, including the City Attorney and City consultants, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

**Section 7. Effective Date.** This Ordinance shall be in force and take effect from and after its passage, approval and publication once in the official City newspaper. When this Ordinance becomes effective in accordance with this Section, the City Clerk shall provide a certified copy of the same to the State Director of Taxation pursuant to K.S.A. 12-189. The City Clerk is hereby further authorized to submit this Ordinance to the Ford County Register of Deeds, for recording.

**ADOPTED** by the Governing Body of the City of Dodge City, Kansas on this \_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

City Attorney

**EXHIBIT A to CID Ordinance**

**Legal Description**

**Boot Hill Museum**

The South 60 feet of the West 7 Feet of Lot 33, the South 60 feet of Lots 34-37, all of Lot 38 except the North 66.7 feet of the East 13 feet, all of Lots 39-50, Chestnut Street; the West 25 feet of 27 except the South 3 feet and North 5 feet, all of Lots 28-30 except the South 3 feet and North 5 feet, all of Lots 31 and 32 except the North 5 feet, all of Lots 33-40, Walnut Street; all of Lots 77 and 79 all of adjoining vacated alley, Spruce Street; all of adjoining vacated Fourth Avenue and Walnut Street.

**Boot Hill Resource Center**

All of Lots 41, 43, 45 and 47, Spruce Street in the Original Townsite of Dodge City, Ford County, Kansas, according to the recorded Plat thereof.

**EXHIBIT B to CID Ordinance**

(Map)

**EXHIBIT C to CID Ordinance**

Proposed Project

The general nature of the proposed projects (the "**Projects**") is the acquisition of the building known as The Boot Hill Resource Center. It will be used primarily as offices for staff, as well as, climate controlled archival and collection storage. There will be resources available to the community to learn about Boot Hill and Kansas history, by providing community improvement district financing in accordance with this Petition and with the Act to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the District, including, but not limited to: land acquisition, infrastructure-related items, sidewalks, parking lots, buildings tenant improvements, utilities, landscaping, lighting, signage, marketing and advertisement, cleaning and maintenance, security, soft costs of the Projects, and the City and the petitioner's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF DISTRICT**

Description:

#### **Boot Hill Museum**

The South 60 feet of the West 7 Feet of Lot 33, the South 60 feet of Lots 34-37, all of Lot 38 except the North 66.7 feet of the East 13 feet, all of Lots 39-50, Chestnut Street; the West 25 feet of 27 except the South 3 feet and North 5 feet, all of Lots 28-30 except the South 3 feet and North 5 feet, all of Lots 31 and 32 except the North 5 feet, all of Lots 33-40, Walnut Street; all of Lots 77 and 79 all of adjoining vacated alley, Spruce Street; all of adjoining vacated Fourth Avenue and Walnut Street.

#### **Boot Hill Resource Center**

All of Lots 41, 43, 45 and 47, spruce street in the Original Townsite of Dodge City, Ford County, Kansas, according to the recorded Plat thereof.



**Boot Hill Resource Center**

**Boot Hill Museum**

**SPRUCE ST.**

W. Spruce St.

3rd Ave.

4th Ave.

5th Ave.

Walnut St.

Gunsmoke St.

Front St.

Front St.

W. Wyatt Earp Blvd.

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# Memo

**To:** City Manager  
Assistant City Manager  
City Commissioners

**From:** Fire Chief, Ken Spencer

**Date:** 06/01/2020

**Re:** Temporary Suspension of Ord. No 2838 (Fireworks Ban)

---

**Recommendation:** Approve resolution

**Background:** This resolution is the same as those that have been approved over the last several years. The practice of temporarily suspending the ban on the discharge of fireworks in the city was originally stated at the request of Ford County in an effort to reduce the amount of fireworks being discharged in their jurisdiction.

**Justification:** the approval of resolution # 2020-19 would provide a limited time for the public to discharge their fireworks in celebration of Independence Day. Also, due to high law enforcement calls in past years I am again requesting the ban be lifted for three days only –July 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> 2020 (10:00am to 10:00pm on the 3<sup>rd</sup> and 5<sup>th</sup> and at 12:00 on July 4th).

**Financial Considerations:** None

**Purpose/Mission:** Mission Statement: “Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future.”

**Legal Considerations:** None

**Attachments:** A copy of resolution #2020-19 is attached

**RESOLUTION NO. 2020-19**

**A RESOLUTION FOR THE TEMPORARY SUSPENSION AND WAIVER OF CERTAIN PROVISIONS OF ORDINANCE NO. 2838 AND THE 2009 INTERNATIONAL FIRE CODE PERTAINING TO THE DISCHARGE OF FIREWORKS WITHIN THE CITY LIMITS OF THE CITY OF DODGE CITY, KANSAS:**

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**SECTION 1:** For the time period and under the conditions set forth herein, the provisions of Ordinance No. 2838 and the International Fire Code prohibiting the discharge of legal fireworks, as defined by state statutes and regulations of the State Fire Marshal, shall be temporarily suspended and waived so as to allow the lawful discharge of such legal fireworks within the corporate limits of the City of Dodge City, Kansas, subject to the exceptions and under the conditions as provided herein, on Friday; July 3<sup>rd</sup> through Sunday July 5<sup>th</sup>, 2020 between the hours of 10:00 a.m. to 10:00 p.m. On July 3<sup>rd</sup> and 5<sup>th</sup> and at 12:00 midnight on July 4<sup>th</sup>;

**SECTION 2:** This waiver and suspension shall not apply to, and the discharge of fireworks shall be prohibited at any time, including July 3<sup>rd</sup>, July 4<sup>th</sup> and July 5<sup>th</sup>, 2020 on any public property, including but not limited to all public parks, public recreation areas such as ball fields and soccer fields, any school grounds including, school playgrounds and athletic facilities, any public rights of way, or public parking areas (Civic Center / Memorial Stadium).

**SECTION 3:** This waiver and suspension shall not apply to, and the discharge of fireworks shall be prohibited at any time, including July 3<sup>rd</sup>, July 4<sup>th</sup> and July 5<sup>th</sup>, 2020 on any real property within the corporate limits of the City of Dodge City without the permission of the owner or person or entity in control of said real property.

**SECTION 4:** Notwithstanding this suspension and waiver, officers of the Dodge City Fire Department and the Dodge City Police Department shall have the authority to confiscate any fireworks from any individual possessing the same, if in the opinion of said officer, the use or discharge of such fireworks is being conducted in such a manner as to create a health or safety hazard for the user or other persons, or in such a manner as to create a safety hazard to public or private property.

**SECTION 5:** This waiver will automatically expire at 10:01 p.m. on July 5<sup>th</sup>, 2020 and may be rescinded prior thereto by action of the governing body.

**SECTION 6:** This Resolution shall take effect and be in force from and after its adoption.

Adopted by the governing body this.

\_\_\_\_\_  
Joyce Warshaw, Mayor

ATTEST:

\_\_\_\_\_  
Connie Marquez, City Clerk

## *Memorandum*

*To: Nick Hernandez, City Manager*  
*From: Nicole May*  
*Date: June 11, 2020*  
*Subject: Resolution No. 2020-20*  
*Agenda Item: Ordinances and Resolutions*

---

**Recommendation:** I recommend the City Commission approve Resolution No. 2020-20

**Background:** Resolution No. 2020-20 is a resolution authorizing the offering for sale of General Obligation Bonds, Series 2020-A, General Obligation Temporary Notes, Series 2020-1, and Taxable General Obligation Temporary Notes, Series 2020-2 of the City of Dodge City, Kansas.

Included in this offering will be: General Obligation Bonds Series 2020-A to finance Wagon Wheel Additions Unit 2 sanitary sewer, water and streets, YMCA public building improvements and 2020 street improvements. Temporary Notes Series 2020-1 to finance Wagon Wheel 3 infrastructure; and Taxable General Obligation Temporary Notes Series 2020-2 to finance the Boot Hill Museum improvements and Hennessey Hall improvements.

These improvements were previously approved by the City Commission by Resolutions.

The Resolution states the Mayor and Director of Finance in conjunction with the Financial Advisor and Bond Counsel are hereby authorized to cause to be prepared a Preliminary Official Statement and to such document to sell the bonds.

The Resolution also states the Director of Finance, in conjunction with the Financial Advisor and Bond Counsel, is hereby authorized and directed to give notice of the bond sale by publishing a summary of the Notice of Bond Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Ford County, Kansas, and the ***Kansas Register***. In addition, the Director of Finance and the Financial Advisor are authorized and directed to distribute copies of the Notices and Preliminary Official Statement to prospective purchasers of the Securities.

The resolution also authorizes the Mayor, Director of Finance and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel to take such other action as may be necessary to: (a) carry out the sale of the Securities; and (b) make provision for payment and/or redemption of the Temporary Notes from proceeds of the Bonds, and other available funds, if necessary.

**Justification:** The City is offering for sale General Obligation Bonds, temporary notes and taxable temporary notes, approving the Preliminary Official Statement and providing for notice of sale for the bonds and notes

**Financial Considerations:** The payment schedule will most likely be a 20 year schedule and payments made from the Bond and Interest Fund and also the repayment from Boot Hill.

**Purpose/Mission:** We strive for high service and performance standards

**Legal Considerations:** Legal obligations fulfilled by authorizing resolution.

**Attachments:** Resolution No. 2020-20. Preliminary Official Statement is available in Office of the Finance Director for review.

**RESOLUTION NO. 2020-20**

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2020-A, GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2020-1, AND TAXABLE GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2020-2, OF THE CITY OF DODGE CITY, KANSAS.**

**WHEREAS**, the City of Dodge City, Kansas (the “Issuer”), has previously authorized certain public improvements described as follows (collectively the “Bond Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Financed Amount</u>
Wagon Wheel Addition Unit 2 – Sanitary Sewer, Water, Fire Hydrants and Streets	2017-30/ 2018-15	12-6a01 <i>et seq.</i>	\$1,030,368.07
YMCA Public Building Improvements	2020-09	12-1736 <i>et seq.</i>	454,621.20
2020 Street Improvements	2020-10	13-1024a/ Charter No. 41	<u>2,828,234.40</u>
<b>Total:</b>			<b><u>\$4,313,223.67</u></b>

**WHEREAS**, the Issuer desires to issue its general obligation bonds in order to permanently finance the costs of such Bond Improvements and to retire the following temporary notes of the Issuer, which were issued to temporarily finance a portion of the costs of the Improvements (the “Refunded Notes”):

<u>Series</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Original Amount</u>	<u>Outstanding Amount</u>	<u>Redemption Amount</u>	<u>Redemption Date</u>
2018-1	12/18/2018	09/01/2020	\$990,000	\$990,000	\$990,000	08/14/2020

**WHEREAS**, the Issuer has previously authorized certain public improvements described as follows (collectively the “Note Improvements”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority (K.S.A.)</u>	<u>Authorized Amount*</u>
Wagon Wheel Addition Unit 3 – Internal improvements	2020-14	12-6a01 <i>et seq.</i>	\$1,250,000.00

\* Plus associated interest and costs of issuance

**WHEREAS**, the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Note Improvements, and it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Note Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue; and

**WHEREAS**, none of such general obligation bonds or temporary notes previously authorized have been issued and the Issuer proposes to issue its temporary notes to pay the costs of the Note Improvements; and

**WHEREAS**, the Issuer has previously authorized certain sewer and economic development projects described as follows (collectively the “Taxable Note Projects”):

<u>Project Description</u>	<u>Res. No.</u>	<u>Authority</u>	<u>Authorized Amount*</u>
Boot Hill Museum improvements – interior exhibits and certain expansion costs	2020-08	K.S.A. 13-1024a/Charter 41	\$850,000.00
Hennessey Hall Improvements	2020-13	K.S.A. 13-1024a/Charter 41	<u>540,583.05</u>
<b>Total</b>			<b><u>\$1,390,583.05</u></b>

\* Plus associated interest and costs of issuance

**WHEREAS**, the Issuer is authorized by law to issue general obligation bonds to pay the costs of the Taxable Note Projects, and it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Taxable Note Projects prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue; and

**WHEREAS**, none of such general obligation bonds or temporary notes previously authorized have been issued and the Issuer proposes to issue its temporary notes to pay the costs of the Taxable Note Projects; and

**WHEREAS**, the Issuer has selected the firm of Piper Jaffray & Co., Leawood, Kansas (the “Municipal Advisor”), as municipal advisor for one or more series of general obligation bonds and temporary notes of the Issuer to be issued for the purposes previously set forth; and

**WHEREAS**, the Issuer desires to authorize the Municipal Advisor to proceed with the offering for sale of said general obligation bonds and temporary notes and related activities; and

**WHEREAS**, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds and temporary notes; and

**WHEREAS**, the Issuer desires to authorize the Municipal Advisor, in conjunction with the Director of Finance and Gilmore & Bell, P.C., Wichita, Kansas, the Issuer’s bond counsel (“Bond Counsel”), to proceed with the preparation and distribution of a preliminary official statement and all other preliminary action necessary to sell said general obligation bonds and temporary notes.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DODGE CITY, KANSAS, AS FOLLOWS:**

**Section 1.** There is hereby authorized to be offered for sale the Issuer’s General Obligation Bonds, Series 2020-A (the “Bonds”), the General Obligation Temporary Notes, Series 2020-1 (the “Series 2020-1 Notes”), and the Taxable General Obligation Temporary Notes, Series 2020-2 (the “Series 2020-2 Notes,” and collectively with the Series 2020-1 Notes and the Bonds, the “Securities”), described in the respective notices of sale (collectively the “Notices of Sale”). All proposals for the purchase of the Bonds shall be delivered to the Governing Body at its meeting to be held on the sale date referenced in the Notice of Bond Sale, at which meeting the Governing Body shall review such bids and award the sale of the Bonds or reject all proposals.

**Section 2.** The Mayor and Director of Finance in conjunction with the Municipal Advisor and Bond Counsel are hereby authorized to cause to be prepared a Preliminary Official Statement relating

to the Securities (the “Preliminary Official Statement”), and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Securities.

**Section 3.** The Director of Finance, in conjunction with the Municipal Advisor and Bond Counsel, is hereby authorized and directed to give notice of the sales by publishing a summary of the notice of bond sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Ford County, Kansas, and the *Kansas Register*, and by distributing copies of the Notices of Sale and Preliminary Official Statement to prospective purchasers of the Securities. Proposals for the purchase of the Securities shall be submitted upon the terms and conditions set forth in the Notices of Sale, and awarded or rejected in the manner set forth in the Notices of Sale.

**Section 4.** For the purpose of enabling the purchaser of the Securities (the “Purchaser”) to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the Mayor and Director of Finance are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official’s signature thereon being conclusive evidence of such official’s and the Issuer’s approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

**Section 5.** The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Securities or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 6.** The Mayor, City Manager, City Attorney, Clerk, Director of Finance, and the other officers and representatives of the Issuer, the Municipal Advisor, the Purchaser and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to: (a) carry out the sale of the Securities; and (b) make provision for payment and/or redemption of the Refunded Notes from proceeds of the Bonds and other available funds, if any.

**Section 7.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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**ADOPTED** by the City Commission on June 15, 2020.

(SEAL)

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Mayor

ATTEST:

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Clerk

**EXHIBIT A**

**CERTIFICATE DEEMING  
PRELIMINARY OFFICIAL STATEMENT FINAL**

June 15, 2020

Re: City of Dodge City, Kansas, General Obligation Bonds, Series 2020-A, General Obligation Temporary Notes, Series 2020-1, and Taxable General Obligation Temporary Notes, Series 2020-2

The undersigned are the duly acting Mayor and Director of Finance of the City of Dodge City, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the respective purchasers (collectively the "Purchaser") of the above-referenced bonds and notes (collectively the "Securities") on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the Securities.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amounts, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Securities depending on such matters.

**CITY OF DODGE CITY, KANSAS**

By: \_\_\_\_\_  
Title: Mayor

By: \_\_\_\_\_  
Title: Director of Finance

## *Memorandum*

*To: City Commissioners  
City Manager*  
*From: Brad Ralph*  
*Date: June 11, 2020*  
*Subject: Boot Hill Distillery Purchase  
Agreement*  
*Agenda Item: New Business*

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**Recommendation:** Staff recommends approval of the Agreement of Purchase and Sale with Boot Hill Distillery LLC.

**Background:** The City has negotiated a proposed sale of Lot 40 in the Business Park to Boot Hill Distillery as well as a Right of First Refusal to two (2) adjoining lots in that area. The Purchase of this property will facilitate additional expansion of the distillery's operations.

**Justification:** Approval of the terms of the Agreement are necessary in order that the City can proceed to Closing and provide appropriate transfer of the property.

**Financial Considerations:** The purchase price of the property is \$10,395.00.

**Purpose/Mission:** Promoting economic development within the community..

**Legal Considerations:** The Purchase Agreement will bind the City for a period of six (6) years related to the ROFR.

**Attachments:** 1) Proposed Purchase Agreement.

## AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "**Agreement**") dated as of June \_\_\_\_, 2020 (the "**Effective Date**") is made and entered into by the **City of Dodge City, Kansas**, a Kansas municipal corporation ("**Seller**"), and **Boot Hill Distillery LLC**, a Kansas limited liability company ("**Buyer**").

### **RECITALS**

A. Seller is the owner of certain real property, generally located at the Dodge City Industrial Park area (the "**Land**"), which Land is legally described as set forth on **Exhibit A**; and

B. Seller desires to transfer to Buyer and Buyer desires to acquire from Seller the above-described Land, subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

### ARTICLE 1

#### PURCHASE AND SALE OF PROPERTY

Section 1.1 **Sale**. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, subject to the terms, covenants and conditions set forth herein, the following:

(a) all of Seller's right, title and interest, if any, in and to the Land; and

(b) all of Seller's right, title and interest, if any, in and to all and singular the estates, rights, privileges, easements and appurtenances belonging or in any way appertaining to the Land and all of the estate, right, title, interest, claim, or demand whatsoever of Seller, if any, therein or thereto, either in law or in equity, in possession or expectancy, now owned or acquired by Seller prior to the Closing Date, including, without limitation, (i) any easements, licenses, covenants and other rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land, and (ii) all of Seller's right, title and interest, if any, in and to all roads and alleys adjoining or servicing the Land, and (iii) any and all entitlements, development rights, allocations of development density, utility capacities, approvals, certificates, permits, consents, authorizations, variances or other similar rights or intangibles allocated to or attributable to the Land (collectively, the "**Appurtenances**").

Section 1.2 **The Property**. All of Seller's right, title and interest in and to the Land and Appurtenances referred to in subparagraphs (a) and (b) above are collectively referred to herein as the "**Property**."

Section 1.3 Purchase Price and Deposit.

(a) The purchase price of the Property is \$10,395.00 (the "**Purchase Price**") and shall be paid by Buyer to Seller at the consummation of the purchase and sale contemplated hereunder (the "**Closing**").

(b) On or before expiration of the second (2<sup>nd</sup>) business day following the Effective Date, Buyer shall deposit in escrow with High Plains Title, 107 Gunsmoke Street, Dodge City, Kansas (the "**Title Company**") acting in its capacity as an agent for a nationally recognized title insurer reasonably acceptable to Buyer, a deposit in the amount of One Thousand Dollars (\$1,000) in immediately available funds (such deposit, any additions thereto and any interest thereon shall be referred to herein as the "**Deposit**"). The Deposit shall be held by the Title Company in an interest bearing account and all interest accruing thereon shall be deemed a part of the Deposit. Except as otherwise set forth herein, the Deposit will be non-refundable upon expiration of the Conditions Period. Upon expiration of the Conditions Period, the parties hereby direct the Title Company to immediately transfer and deliver the Deposit to Seller, unless Buyer has prior to then duly exercised its rights to terminate this Agreement when and if permitted to do so in accordance with any of the provisions of this Agreement. Should Buyer fail to deposit the Deposit as required by this Section 1.3, Seller may terminate this Agreement at any time upon written notice to Buyer (without any opportunity by Buyer to cure). In such event, neither party shall have any further rights, obligations or remedies under this Agreement, except for the indemnification obligations contained in Sections 2.1 below and the rights contained in Section 9.2, all of which shall survive the Closing or any termination of this Agreement. If the sale of the Property as contemplated hereunder is consummated, then Buyer shall receive a credit against the Purchase Price in the amount of the Deposit.

Section 1.4 Title to the Property. At the Closing, Seller shall convey, transfer and assign to Buyer title to the Land by a duly authorized, executed and acknowledged Special Warranty Deed in a form substantially similar to that which is attached hereto as **Exhibit B** and made a part hereof for all purposes (the "**Deed**"). Seller's conveyance and the Deed shall be subject to (a) the Permitted Exceptions (as defined below), and (b) Seller's "Repurchase Rights" as described in Section 5.1 below.

## ARTICLE 2

### CONDITIONS PERIOD AND DUE DILIGENCE

Section 2.1 Conditions Period: Inspections and Tests. Buyer shall have a period of time to conduct due diligence in connection with the Property commencing on the Effective Date and ending at 5:00 p.m. (Dodge City time) on that date which is thirty (30) days after the Effective Date (the "**Conditions Period**"). The parties further agree as follows:

(a) During the Conditions Period, Seller shall make the Property available to Buyer and its agents, consultants and engineers for such inspections and tests as Buyer reasonably deems appropriate. Buyer, its agents, consultants and engineers, shall have the right, at Buyer's sole cost and expense, to conduct engineering and environmental

inspections and surveys of the Property. In the event that Buyer deems it necessary to perform any drilling, soil tests or other invasive testing on the Property prior to the expiration of the Conditions Period, Seller shall determine, in its sole discretion, where such drilling, soil or other invasive tests may take place, as long as in the reasonable judgment of Buyer's consultants and engineers the locations of such drilling and testing are adequate to determine the condition and suitability of the Property for Buyer's intended development. Seller shall have the right to accompany or have a representative of Seller accompany Buyer on each such entry upon the Property. Buyer further agrees that when it provides soil, water or other samples to a laboratory or other center for analysis, Buyer shall not disclose Seller's name or the source of the samples to the laboratory or other analysis center. Buyer hereby agrees to (i) restore the Property to its previous condition promptly following the completion of each such inspection and/or test, and (ii) indemnify and hold Seller harmless from and against, any and all losses, claims, suits, liabilities, fees (including reasonable attorneys' fees), expenses, costs or damages actually incurred or sustained by Seller arising out of actions taken at or in regard to the Property by Buyer or its agents, engineers, contractors, representatives, consultants and/or such inspections and tests. The indemnification provisions of this Section 2.1 shall survive the Closing or any termination of this Agreement. Buyer hereby understands and agrees that the nature of the sale of the Property as described in this Agreement is on an "AS IS" basis as more fully set forth in Section 4.1 hereof, and that as part of the consideration for Seller's acceptance of this Agreement, Buyer has specifically agreed with Seller that Buyer shall not be entitled to terminate this Agreement or renegotiate any of the terms and conditions hereof due to conditions discovered by Buyer as a result of any of Buyer's inspections of the Property during the Conditions Period.

(b) Notwithstanding the foregoing, and notwithstanding any to the contrary in this Agreement, Buyer shall have the unilateral right to terminate this Agreement for any reason or no reason during the Conditions Period by providing written notice of said termination to Seller and, upon said termination, the Deposit shall be immediately refunded to Buyer by the Title Company.

### **ARTICLE 3**

#### **TITLE**

Section 3.1 **Preliminary Title Report and Survey**. Seller shall, within ten (10) days of the Effective Date, deliver to Buyer a commitment for title insurance (the "**Title Commitment**") from the Title Company, with respect to the Land, together with copies of each of the documents creating exceptions to title to the Property as shown thereon. Buyer shall, at Buyer's sole cost and expense, and within thirty (30) days of the Effective Date, have the right to conduct and complete an ALTA/ACSM survey of the Land (the "**Survey**").

Section 3.2 **Title Period**. Buyer shall have a period (the "**Title Period**") expiring on the date that is twenty (20) days following Buyer's receipt of the Title Commitment and copies of all exception documents and instruments in which to advise Seller in writing of its objections to the exceptions to title to the Property as shown on the Title Commitment and/or any matter reflected on the Survey to which Buyer objects. Any such exception to title shown in the Title Commitment

and/or any matter reflected in the Survey to which Buyer does not specifically object (by delivering written notice to Seller within such Title Period specifying the objected to exception) shall be deemed to have been approved by Buyer. Seller shall have no obligation to cure or attempt to cure any of Buyer's objections to the Title Commitment or the Survey. In the event Seller is unable or unwilling to so cure Buyer's title or Survey objections, if any, within ten (10) days following the timely delivery to Seller of Buyer's list of objections to the title to the Property, Seller shall so notify Buyer in writing of Seller's inability or unwillingness to cure such objections. Thereafter, Buyer may, at its option, exercised by delivering written notice to Seller within ten (10) days following the date Seller delivers written notice to Buyer that Seller is so unable or unwilling to cure such title objections, (i) accept title to the Property subject to the uncured objections raised by Buyer as permitted hereby, without an adjustment in the Purchase Price, in which event said uncured objections shall be deemed to be waived for all purposes and such uncured items as to which Buyer had an objection shall be deemed approved by Buyer, or (ii) terminate this Agreement, in which event the Deposit (which may by then have been delivered by Buyer) shall be returned to Buyer by the Title Company and this Agreement shall be of no further force or effect, except with respect to the indemnification obligations contained in Section 2.1 above and the rights contained in Section 7.2, all of which shall survive the Closing or any termination of this Agreement. Additionally, if Buyer shall terminate as set forth herein (or for any other reason), Buyer shall, upon request from Seller, deliver to Seller copies of any Survey, title documents or other due diligence reports created by or for Buyer during the Conditions Period and/or Title Period. If Buyer fails to give such written notice to Seller within such ten (10) day period, Buyer shall be deemed to have elected option (i) above. All matters disclosed by the Title Commitment and/or the Survey which Buyer either approves or is deemed to have approved are herein referred to as the "**Permitted Exceptions.**"

Section 3.3 Owner's Title Insurance Policy for the Property. At or promptly after the Closing, Seller will cause the Title Company to deliver to Buyer an Owner Policy of Title Insurance (the "**Title Policy**") in the full amount of the Purchase Price, insuring Buyer's title to the Property, subject to the Permitted Exceptions. Buyer may purchase and be responsible for obtaining, at Buyer's sole cost and expense, any endorsements to the Title Policy which Buyer may require and Buyer agrees Seller shall only be obligated to cause the Title Company to deliver a base title policy without any such endorsements. Buyer agrees to pay for any costs associated with the deletion of the "survey exception" from the Title Policy.

#### ARTICLE 4

##### REPRESENTATIONS AND WARRANTIES, COVENANTS, AND INDEMNIFICATIONS

Section 4.1 Representations and Warranties of Seller. Seller hereby makes the following representations and warranties, which representations and warranties shall be true and correct as of the Effective Date and shall, if possible, be confirmed in writing by Seller at Closing:

- (a) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") and any related regulations.

(b) This Agreement (i) has been fully and properly authorized and approved by the governing body of Seller pursuant to all necessary actions and procedures duly taken and conducted in accordance with the requirements of all applicable Kansas law, and has been duly executed and delivered by Seller, (ii) is the legal, valid and binding obligation of Seller, legally enforceable against Seller in accordance with its terms, and (iii) does not violate any provision of applicable Kansas law or any agreement or judicial order to which Seller is a party or to which Seller is subject. All documents and instruments (including the Deed) to be executed by Seller which are to be delivered to Buyer at Closing (x) at the time of Closing will be duly executed and delivered by Seller by the acting Mayor of Seller or such other officials of Seller who have been duly and properly authorized and empowered to do so on behalf of Seller in accordance with all requirements of applicable Kansas law, (y) at the time of Closing will be legal, valid and binding obligations of Seller, and (z) at the time of Closing will not violate any applicable Kansas law or any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject.

SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN SELLER'S SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE DEED OR OTHER SPECIFIC REPRESENTATIONS AND WARRANTIES MADE BY SELLER IN THIS AGREEMENT), TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE ITEMS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO BUYER OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER WITH RESPECT TO THE PROPERTY. BUYER HAS CONDUCTED OR WILL CONDUCT SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS. BUYER, UPON CLOSING, HEREBY WAIVES, RELINQUISHES AND RELEASES SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT (i.e., NEGLIGENCE AND STRICT LIABILITY)), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AT ANY TIME BY REASON OF OR ARISING OUT OF ANY CONSTRUCTION

DEFECTS, PHYSICAL AND ENVIRONMENTAL CONDITIONS, THE VIOLATION OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER MATTERS REGARDING THE PROPERTY. BUYER, UPON CLOSING, SHALL AUTOMATICALLY INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT (I.E., NEGLIGENCE AND STRICT LIABILITY)), LOSS, DAMAGE, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY SELLER AT ANY TIME BY REASON OF OR ARISING OUT OF THE VIOLATION OF ANY APPLICABLE LAWS PERTAINING TO ANY ADVERSE PHYSICAL OR ENVIRONMENTAL CONDITION PLACED OR OCCURRING ON THE PROPERTY ON OR AFTER THE CLOSING DATE. SHOULD ANY CLEAN-UP, REMEDIATION OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS PLACED OR OCCURRING ON THE PROPERTY AFTER THE DATE OF CLOSING BE REQUIRED, IT IS HEREBY UNDERSTOOD AND AGREED THAT SUCH CLEAN-UP, REMOVAL OR REMEDIATION SHALL BE THE RESPONSIBILITY OF AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF BUYER. THE TERMS, CONDITIONS, OBLIGATIONS AND INDEMNITIES OF THIS SECTION 4.1 SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN.

BUYER REPRESENTS AND WARRANTS TO SELLER THAT BUYER HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE BUYER TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT. FURTHER, BUYER ACKNOWLEDGES THAT IT IS NOT IN A DISPARATE BARGAINING POSITION RELATIVE TO SELLER WITH RESPECT TO THIS AGREEMENT.

AS USED HEREIN, THE TERM "**HAZARDOUS SUBSTANCES**" SHALL MEAN ANY SUBSTANCE WHICH IS OR CONTAINS (I) ANY "HAZARDOUS SUBSTANCE" AS NOW OR HEREAFTER DEFINED IN §101(14) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED (42 U.S.C. §9601 ET SEQ.) ("**CERCLA**") OR ANY REGULATIONS PROMULGATED UNDER CERCLA; (II) ANY "**HAZARDOUS WASTE**" AS NOW OR HEREAFTER DEFINED IN THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. §6901 ET SEQ.) ("**RCRA**") OR REGULATIONS PROMULGATED UNDER RCRA; (III) ANY SUBSTANCE REGULATED BY TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. §2601 ET SEQ.); (IV) GASOLINE, DIESEL FUEL, OR OTHER PETROLEUM HYDROCARBONS; (V) ASBESTOS AND ASBESTOS CONTAINING MATERIALS, IN ANY FORM, WHETHER FRIABLE OR NON-FRIABLE; (VI) POLYCHLORINATED BIPHENYLS; (VII) RADON GAS; AND (VIII) ANY ADDITIONAL SUBSTANCES OR MATERIALS WHICH ARE NOW OR HEREAFTER CLASSIFIED OR CONSIDERED TO BE HAZARDOUS OR TOXIC UNDER ANY APPLICABLE FEDERAL OR STATE LAWS RELATING TO ANY OF THE PROPERTY. HAZARDOUS SUBSTANCES SHALL INCLUDE, WITHOUT LIMITATION, ANY SUBSTANCE, THE PRESENCE OF WHICH ON THE PROPERTY, (A) REQUIRES REPORTING, INVESTIGATION OR REMEDIATION

UNDER APPLICABLE LAW, (B) CAUSES OR THREATENS TO CAUSE A NUISANCE ON THE PROPERTY OR ADJACENT PROPERTY OR POSES OR THREATENS TO POSE A HAZARD TO THE HEALTH OR SAFETY OF PERSONS ON THE PROPERTY OR ADJACENT PROPERTY; OR (C) WHICH, IF IT EMANATED OR MIGRATED FROM THE PROPERTY, COULD CONSTITUTE A TRESPASS.

Section 4.2 Representations and Warranties of Buyer. Buyer hereby makes the following representations and warranties, which representations and warranties shall be true and correct as of the Effective Date and shall, if possible, be confirmed in writing by Buyer at Closing:

(a) Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due or (vi) made an offer of settlement, extension or composition to its creditors generally.

(b) This Agreement (i) has been duly executed and delivered by Buyer, (ii) is the legal, valid and binding obligation of Buyer, and (iii) does not violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject. All documents to be executed by Buyer which are to be delivered to Seller at Closing (iv) at the time of Closing will be duly executed and delivered by Buyer, (v) at the time of Closing will be legal, valid and binding obligations of Buyer, and (vi) at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is a party or to which Buyer is subject.

Section 4.3 Survival of Representations and Warranties. The representations and warranties of Seller and Buyer contained herein shall survive the Closing for a period of one (1) year after the Closing.

Section 4.4 Buyer's Covenants and Seller's Condition.

(a) Buyer shall promptly notify Seller in writing of any event or circumstance of which Buyer actually becomes aware that materially affects the truth of any of Buyer's representations and warranties herein.

(b) It shall be a condition to Seller's obligation to sell the Property that as of the Closing Date there shall be no breach by Buyer of any of the covenants, undertakings or agreements to be performed by Buyer prior to or at Closing pursuant to the terms of this Agreement other than such matters as shall have been cured by Buyer; and that each representation and warranty made in this Agreement by Buyer shall be true in all material respects both at the time made and as of the Closing Date. If any of the foregoing conditions are not satisfied or waived as of the Closing Date, Seller may, by written notice given to Buyer at or before the Closing, elect either to (i) terminate this Agreement or (ii) waive such condition. If Seller elects to terminate this Agreement, then neither party shall have any further rights or obligations hereunder, except the indemnification obligations

that are set forth in Section 2.1 hereof and the rights contained in Section 7.2 all of which shall survive the Closing or any termination of this Agreement.

Section 4.5 Seller's Covenants and Buyer's Condition.

(a) Seller shall promptly notify Buyer in writing of any event or circumstance of which Seller actually becomes aware that materially affects the truth of any of Seller's representations and warranties herein.

(b) It shall be a condition to Buyer's obligations to purchase the Property that as of the Closing Date there shall be no material breach by Seller of any of the covenants, undertakings or agreements to be performed by Seller prior to or at Closing pursuant to the terms of this Agreement other than such matters as shall have been cured by Seller; and that each representation and warranty made in this Agreement by Seller, as supplemented pursuant to Section 4.5(a) hereof, shall be true in all material respects both at the time made and as of the Closing Date. If any of the foregoing conditions are not satisfied or waived as of the Closing Date, Buyer may, by written notice given to Seller at or before the Closing, elect either to (i) terminate this Agreement, in which case Buyer shall be entitled to a refund in full of the Deposit, or (ii) waive such condition. If Buyer elects to terminate this Agreement, pursuant to this Section 4.5(b), then neither party shall have any further rights or obligations hereunder, except the indemnification obligations that are set forth in Section 2.1 hereof and the rights contained in Section 7.1 below all of which shall survive the Closing or any termination of this Agreement.

**ARTICLE 5**

**REPURCHASE RIGHTS**

Section 5.1 Seller's Repurchase Rights. Buyer hereby understands and agrees that Seller would not sell the Property to Buyer without a commitment from Buyer to build additional structures in support of the existing distillery (the "Project"). Accordingly, the parties hereby agree that Seller shall have the option to repurchase the Property (collectively, the "**Repurchase Rights**") as follows:

(a) Commencement of Construction. If Buyer has not commenced construction of the Project within one hundred eighty (180) days after date of the Closing (the "**Commencement Deadline**"), then Seller shall have the right, in Seller's sole discretion, to repurchase the Property from Buyer upon written notice from Seller to Buyer (the "**Failure to Commence Notice**"). If Seller shall exercise its Repurchase Rights pursuant to the terms of this Section 5.1, Buyer hereby agrees with Seller that (i) said repurchase shall close within ninety (90) days of the Failure to Commence Notice, (ii) the purchase price for the repurchase shall be the applicable "Repurchase Price" as defined below) and (iii) Buyer shall convey the Property back to Seller by special warranty deed and subject to all title matters and exceptions to which the Property was subject at the time of its original conveyance by Seller to Buyer. For purposes of this Agreement, the

“commencement of construction” (or similar words) shall be defined as the beginning of construction work on footings and foundations for the Project and undertaking a continuous program of construction related thereto. In addition, for purposes of this Agreement, in the event Buyer is prevented from commencing construction by the Commencement Deadline as a result of weather constraints, acts of God, strikes, lockout, or other labor disputes, floods, fires, landslides, order of any court, government agency or official having jurisdiction thereof, or any other cause not reasonably within the control of Buyer, in which event the Commencement Deadline shall be extended for such further reasonable time as may be required.

(b) **Repurchase Price.** For purposes of this Section 5.1, the “**Repurchase Price**” to be paid by Seller if it exercises any Repurchase Right, shall be as follows:

(i) If Seller shall exercise its Repurchase Rights as to the Property by reason of Buyer’s failure to timely commence construction on or before the applicable Commencement Deadline as set forth in Section 5.1(a), then the Repurchase Price to be paid by Seller shall be 100% of the purchase price originally paid by Buyer at Closing, minus Seller's expenses, including reasonable attorneys' fees, incurred in connection with the exercise of the Repurchase Right and closing (the “**Repurchase Expenses**”).

(c) **Survival.** The provisions of this Section 5.1 shall survive the Closing.

## **ARTICLE 6**

### **CLOSING AND ESCROW**

Section 6.1 **Escrow Instructions.** Seller and Buyer agree to execute such escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement.

Section 6.2 **Closing.** The Closing hereunder shall be held (either by mail or in person), and delivery of all items to be made at the Closing under the terms of this Agreement shall be made (either by mail or in person), at the offices of the Title Company, or such other place mutually agreed to by the parties, on or before 5:00 p.m. Dodge City time on that date which is forty-five (45) days after the Effective Date, or such earlier date as the parties may mutually agree upon (the “**Closing Date**”). Such date and time may not be extended without the written approval of both Seller and Buyer.

Section 6.3 Deposit of Documents.

(a) At or before the Closing, Seller shall deposit into escrow with the Title Company the following items:

(i) one (1) duly executed and acknowledged original Deed;

(ii) an affidavit pursuant to Section 1445(b)(2) of the Internal Revenue Code (the "Code") in a form complying with the requirements of the Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code;

(iii) Copies of or excerpts from the minutes of the governing body of Seller which includes the resolutions it has duly adopted authorizing this Agreement and consummation of the transactions contemplated hereby, certified by the City Clerk of Dodge City.

(b) At or before Closing, Buyer shall deposit into escrow with the Title Company and/or cause the Title Company to issue and deliver to Seller the following items:

(i) immediately available funds necessary to close this transaction, subject to any adjustments to be made pursuant to the terms and provisions of this Agreement;

(ii) three (3) duly executed originals of the AS-IS Certificate in the form of Exhibit C hereto.

(c) Buyer and Seller shall each deposit such other instruments as are reasonably required by the Title Company or otherwise required to consummate the purchase and sale of the Property in accordance with the terms hereof.

Section 6.4 Prorations.

(a) The following shall all be prorated as of 12:01 a.m. on the Closing Date, on the basis of a 365-day year: (i) real property taxes and assessments for the year in which the Closing occurs; (ii) water, sewer and utility charges, if any; (iii) annual permits and/or inspection fees (calculated on the basis of the period covered); and (iv) any other expenses relating to the operation and maintenance of the Property. Seller and Buyer hereby agree that if any of the aforesaid prorations cannot be calculated accurately on the Closing Date, then the same shall be calculated within thirty (30) days after the Closing Date, or as soon as sufficient information is available to permit the parties to accurately calculate such proration(s), and either party owing the other party a sum of money based on such subsequent proration(s) shall pay said sum to the other party within ten (10) days after such calculation is made; provided, however, that the tax prorations and assessments referenced in Section (i) herein shall be final as of the Closing Date.

(b) Seller shall pay the premium for the Title Policy without any additional premium to delete the so-called "survey exception" and without any extended coverage

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endorsements. Buyer may purchase, at Buyer's sole cost and expense, any endorsements for the Title Policy which Buyer may require, but the issuance of the Title Policy with such endorsements shall not be a condition precedent to Closing the purchase and sale contemplated hereunder. Seller shall only be obligated to cause the Title Company to deliver to Buyer a base policy, without any endorsements, at a reasonable time after Closing. Buyer shall pay for the Survey. Buyer shall pay all expenses associated with the performance of Buyer's due diligence pursuant to Section 2.1 above. Escrow fees shall be split evenly between Buyer and Seller, each paying one-half. Recording charges, transfer taxes and any other expenses of the escrow for the sale shall be paid by Buyer. All costs and charges described in this paragraph shall be paid at Closing. Each party shall pay their own attorneys' fees. Any bills received after the Closing and not previously prorated in escrow shall be divided as provided herein, and shall be paid promptly upon receipt of a bill therefor, and any and all other costs and expenses relating to the purchase and sale transaction contemplated hereby shall be paid by the party incurring same. The provisions of this Section 6.4 shall survive the Closing.

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## ARTICLE 7

### PROVISIONS WITH RESPECT TO DEFAULT

Section 7.1 Default by Seller. In the event Seller fails to consummate the transactions contemplated herein for any reason (except in the event of a breach or violation by Buyer of any representation or warranty of Buyer set forth herein, a failure by Buyer to perform its obligations hereunder or to consummate the transactions contemplated herein or the termination hereof pursuant to a right granted to Buyer or Seller hereunder to do so), Buyer may either (i) terminate this Agreement by notifying Seller thereof in writing, and thereupon shall be entitled to a return of the Deposit, as its sole and exclusive remedy and relief hereunder, or (ii) enforce specific performance of this Agreement, as its sole and exclusive remedy and relief hereunder. Seller shall not be liable to Buyer for any actual, punitive, speculative, consequential or other damages. Buyer hereby waives any and all other remedies and relief.

Section 7.2 Default by Buyer. If the sale and purchase of the property contemplated by this Agreement is not consummated because of Buyer's default, Seller may terminate this Agreement by notifying Buyer in writing thereof, and thereupon shall be entitled to the Deposit as liquidated damages for such default of Buyer. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and extremely difficult to ascertain, and that the Deposit constitutes a reasonable pre-estimate of such damages and Seller's retention thereof is intended not as a penalty, but as full liquidated damages. The right to retain the Deposit as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Buyer, except, however, for the indemnification obligations of Buyer under this Agreement, for the breach of which Seller may exercise any and all rights or remedies available at law or in equity.

**ARTICLE 8**

**MISCELLANEOUS**

8.1 **Notices.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (i) in person, including, without limitation, delivery by a courier that provides a receipt, (ii) by certified mail, postage prepaid, return receipt requested, (iii) by a commercial overnight courier that guarantees next day delivery and provides a receipt or (iv) by telefacsimile, provided such notice is also given in one of the methods described in clauses (i)-(iii) above, and such notices shall be addressed as follows:

To Seller:           City of Dodge City  
                          City Manager  
                          806 N. Second Avenue  
                          Dodge City, Kansas 67801  
                          Telephone: 620-225-8100

with a copy to:     City of Dodge City  
                          City Clerk  
                          806 N. Second Avenue  
                          Dodge City, Kansas 67801  
                          Telephone: 620-225-8100

To Buyer:            Boot Hill Distillery LLC  
                          Attention: Hayes Kelman  
                          501 W Spruce St.  
                          Dodge City, KS 67801  
                          E-mail: Hayes@boothilldistillery.com

And a copy to:      Bradley C. Ralph, P.A.

or to such other address as either party may from time to time specify in writing to the other party. Any notice given by registered or certified mail shall be deemed to have been given on the third day after the same is deposited in the mail, any notice given by facsimile shall be deemed to have been given on the day sent if the sending party receives electronic confirmation of successful transmission of such notice.

8.2 **Entire Agreement.** This Agreement, together with the Exhibits hereto and the Inspection Agreement, contains all representations, warranties and covenants made by Buyer and Seller and constitutes the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda, letters of intent or agreements are replaced in total by this Agreement.

8.3 Time. Time is of the essence in the performance by each of the parties of their respective obligations contained herein. In the event that a date for performance of any obligation under this Agreement or expiration of any time period falls on a Saturday, Sunday or a holiday on which national banks are required to be closed, the date for performance of such obligation or expiration of such time period shall be adjusted to be the next occurring calendar day which is not a Saturday, Sunday or bank holiday.

8.4 No Merger. The obligations contained herein shall not merge with the transfer of title to the Property but shall remain in effect until fulfilled in accordance with the terms hereof.

8.5 Assignment. Buyer's rights and obligations hereunder shall not be assignable without the prior written consent of Seller, which consent may not be unreasonably withheld. Any assignment of this Agreement without the prior written consent of Seller shall be void. In the event that any assignee of Buyer shall fail to perform on any of the terms and conditions of this Agreement, Buyer shall in all cases remain responsible to Seller for such performance.

8.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile signatures hereon shall be treated for all purposes as original signatures.

8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

8.8 Interpretation of Agreement. The article, section and other headings of this Agreement are for convenience of reference only and shall not be construed to affect the meaning of any provision contained herein. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter. The term "Person" shall include any individual, partnership, joint venture, corporation, trust, unincorporated association, any other entity and any government or any department or agency thereof, whether acting in an individual, fiduciary or other capacity.

8.9 Amendments. This Agreement may be amended or modified only by a written instrument signed by Buyer and Seller.

8.10 No Partnership. The relationship of the parties hereto is solely that of seller and buyer with respect to the Property and no joint venture or other partnership exists between the parties hereto. Neither party has any fiduciary relationship hereunder to the other.

8.11 No Third Party Beneficiary. The provisions of this Agreement are not intended to benefit any third parties.

8.12 Exhibits. The Exhibits attached to this Agreement are by this reference made a part hereof and are subject to revision prior to Closing.

8.13 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the remainder of this Agreement shall be construed and interpreted as if such invalid, illegal or unenforceable provision had never been contained herein.

#### ARTICLE 9

##### RIGHT OF FIRST REFUSAL

9.1 Lots 38 and 39. For a period of six (6) years, before SELLER may sell either Lot 38 or Lot 39 to a third party, SELLER shall first offer the said Lots to BUYER on the same terms and conditions as are offered by the third party. BUYER shall have thirty (30) days during which to accept said offer. If BUYER does not accept said offer within said period, SELLER shall be free to accept the third-party offer. If BUYER accepts the offer and closes on said Lots, BUYER agrees to commence development on said Lots within twelve (12) months of said closing. If BUYER does not commence development within said twelve (12) months, the BUYER agrees to be bound to the Repurchase Agreement procedure described in Article 5 above for the SELLER's ability to repurchase said Lots 38 and 39 from the BUYER.

**[SIGNATURE PAGE FOLLOWS]**

The parties hereto have executed this Agreement effective as of the Effective Date.

**SELLER:**

**CITY OF DODGE CITY, KANSAS:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

**BOOT HILL DISTILLERY LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



SCHEDULE OF EXHIBITS

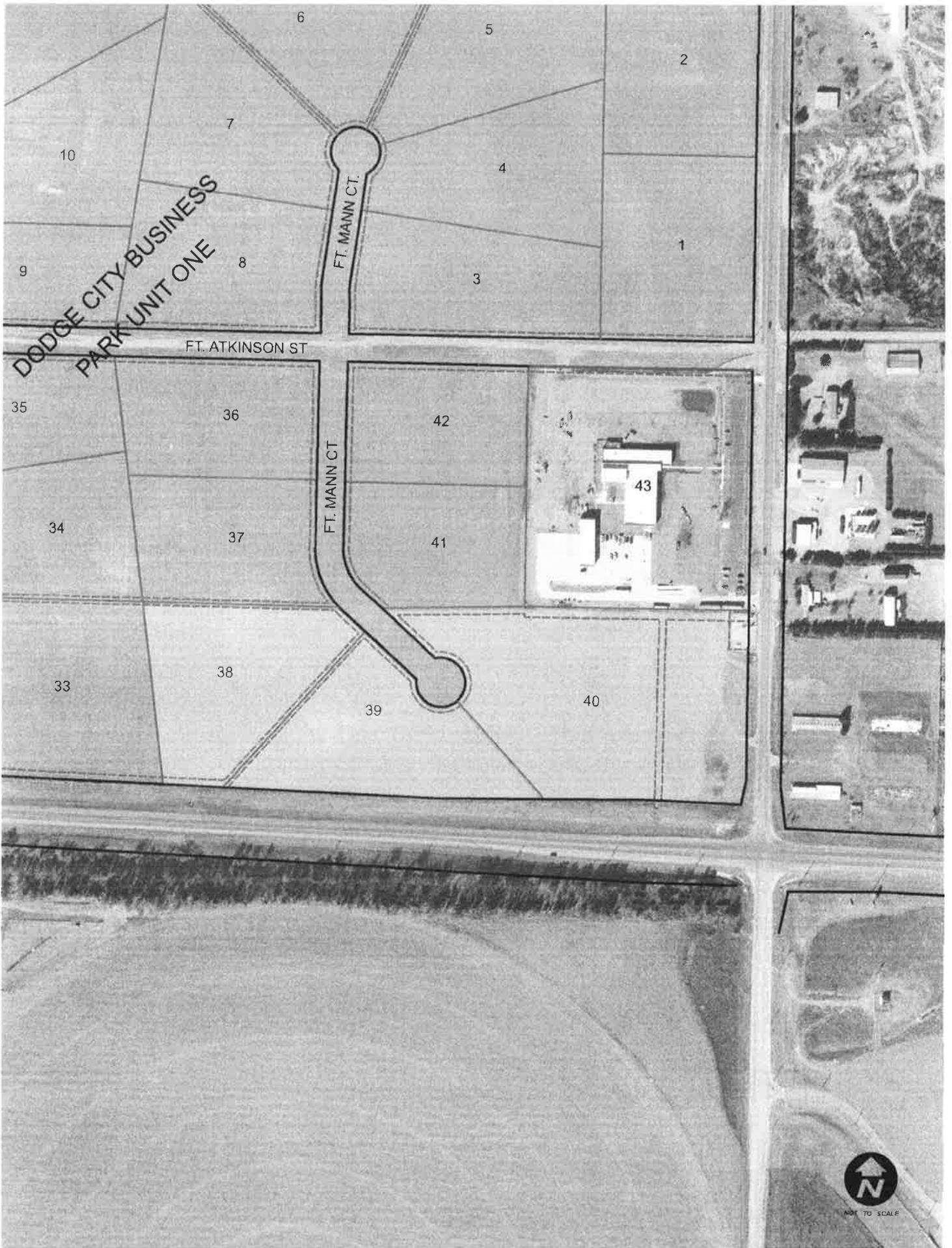
- A-1 The Land – Legal Description
- A-2 The Land - Map
- B. The Deed
- C. “AS-IS” Certificate

**EXHIBIT A-1**

**THE LAND - Legal Description**

Lot 40, Dodge City Business Park Unit One, Dodge City, Ford County, Kansas.

**EXHIBIT A-2**  
**THE LAND - Map**



**EXHIBIT B**  
**The Deed**

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(Space Above Reserved For Register of Deeds Certification)

**KANSAS SPECIAL WARRANTY DEED**

**THIS INDENTURE**, made and entered into this \_\_\_\_ day of June, 2020, by and between **CITY OF DODGE CITY, KANSAS**, a municipal corporation ("Grantor"), and **BOOT HILL DISTILLERY, LLC**, a Kansas limited liability company ("Grantee"), whose mailing address is 501 West Spruce St., Dodge City, KS 67801.

**WITNESSETH, THAT GRANTOR**, in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do by these presents **GRANT, SELL, AND CONVEY** unto Grantee, its successors and assigns, all of that certain real estate situated in the County of Ford and State of Kansas, as described on Exhibit A attached hereto (the "Property").

**SUBJECT TO:** (a) easements, ordinances, zoning, restrictions, declarations, and reservations of record, if any; (b) taxes and assessments, general and special, for the year 2020 and future years, not now due and payable; and (c) the rights of the public in and to parts thereof, in streets, roads or alleys.

**AND SUBJECT TO** that certain Real Estate Purchase Agreement dated as of June \_\_\_\_, 2020 between Grantor and Grantee, as amended (the "Purchase Agreement"), a copy of which Purchase Agreement (and any amendments thereto) is on file with the City Clerk of Grantor. Specifically, Grantor hereby reserves and retains unto itself the repurchase rights described in Section 5.1 of the Purchase Agreement, subject to the terms and conditions set forth therein. Grantee, for itself and its successors, assigns and successors in title, covenants and agrees that it shall take the Property subject to such repurchase rights, as the same are set forth in the Purchase Agreement. The Grantor and Grantee further agree that to the extent this Deed conflicts with the Purchase Agreement with respect to the terms of the repurchase rights, the Purchase Agreement shall control.

**TO HAVE AND TO HOLD THE PROPERTY**, together with all and singular the rights and appurtenances thereto in anywise belonging, to Grantee, its successors and assigns, forever; and Grantor binds itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the Property to Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the day and year first above written.

**THE CITY OF DODGE CITY, KANSAS**

By: \_\_\_\_\_  
E. Joyce Warshaw, Mayor

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by E. Joyce Warshaw, as Mayor of the City of Dodge City, Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

Print Name: \_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A to Decd**

**Legal Description of the Property**

Lot 40, Dodge City Business Park Unit One, Dodge City, Ford County, Kansas.

**EXHIBIT C**

**"AS IS" Certificate**

This As-Is Certificate (this "**Certificate**") dated effective as of June \_\_\_\_, 2020, is executed and delivered by BOOT HILL DISTILLERY LLC ("**Buyer**") unto THE CITY OF DODGE CITY, KANSAS ("**Seller**").

**RECITALS**

Reference is hereby made to that certain Agreement of Purchase and Sale, dated as of June \_\_\_\_, 2020 made and entered into by and between Seller and Buyer (the "**Agreement**"), in connection with the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes. Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to them in the Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer hereby certifies and confirms unto Seller the following:

**AGREEMENTS**

1. BUYER HEREBY UNDERSTANDS AND AGREES THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN SELLER'S SPECIAL WARRANTY OF TITLE AS SET FORTH IN THE DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE ITEMS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO BUYER OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. AT CLOSING SELLER SELLS AND CONVEYS TO BUYER AND BUYER HEREBY ACCEPTS THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." BUYER HAS NOT RELIED UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER WITH RESPECT TO THE PROPERTY. BUYER HAS CONDUCTED SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND BUYER HEREBY RELIES SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER. AT CLOSING, BUYER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL

CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS. BUYER HEREBY WAIVES, RELINQUISHES AND RELEASES SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT (i.e., NEGLIGENCE AND STRICT LIABILITY)), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AT ANY TIME BY REASON OF OR ARISING OUT OF ANY CONSTRUCTION DEFECTS, PHYSICAL AND ENVIRONMENTAL CONDITIONS, THE VIOLATION OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER MATTERS REGARDING THE PROPERTY.

2. BUYER HEREBY INDEMNIFIES AND HOLDS SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT (I.E., NEGLIGENCE AND STRICT LIABILITY)), LOSS, DAMAGE, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY SELLER AT ANY TIME BY REASON OF OR ARISING OUT OF THE VIOLATION OF ANY APPLICABLE LAWS PERTAINING TO ANY ADVERSE PHYSICAL OR ENVIRONMENTAL CONDITION PLACED OR OCCURRING ON THE PROPERTY ON OR AFTER THE DATE HEREOF. SHOULD ANY CLEAN-UP, REMEDIATION OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY BE REQUIRED AFTER THE DATE HEREOF, IT IS HEREBY UNDERSTOOD AND AGREED BY BUYER THAT SUCH CLEAN-UP, REMOVAL OR REMEDIATION SHALL BE THE RESPONSIBILITY OF AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF BUYER. THE TERMS AND CONDITIONS HEREOF HAVE EXPRESSLY SURVIVED THE CLOSING WITHOUT LIMITATION AND DO NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS.

3. BUYER REPRESENTS AND WARRANTS TO SELLER THAT BUYER HAS KNOWLEDGE AND EXPERIENCE IN REAL ESTATE, FINANCIAL AND BUSINESS MATTERS THAT ENABLED BUYER TO EVALUATE THE MERITS AND RISKS OF THE PURCHASE OF AND CLOSING ON THE PROPERTY. FURTHER, BUYER ACKNOWLEDGES THAT IT IS NOT AND WAS NOT IN A DISPARATE BARGAINING POSITION RELATIVE TO SELLER WITH RESPECT TO THIS AGREEMENT.

4. AS USED HEREIN, THE TERM "**HAZARDOUS SUBSTANCES**" SHALL MEAN ANY SUBSTANCE WHICH IS OR CONTAINS (I) ANY "HAZARDOUS SUBSTANCE" AS NOW OR HEREAFTER DEFINED IN §101(14) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980, AS AMENDED (42 U.S.C. §9601 ET SEQ.) ("**CERCLA**") OR ANY REGULATIONS PROMULGATED UNDER CERCLA; (II) ANY "**HAZARDOUS WASTE**" AS NOW OR HEREAFTER DEFINED IN THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. §6901 ET SEQ.) ("**RCRA**") OR REGULATIONS

PROMULGATED UNDER RCRA; (III) ANY SUBSTANCE REGULATED BY TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. §2601 ET SEQ.); (IV) GASOLINE, DIESEL FUEL, OR OTHER PETROLEUM HYDROCARBONS; (V) ASBESTOS AND ASBESTOS CONTAINING MATERIALS, IN ANY FORM, WHETHER FRIABLE OR NON-FRIABLE; (VI) POLYCHLORINATED BIPHENYLS; (VII) RADON GAS; AND (VIII) ANY ADDITIONAL SUBSTANCES OR MATERIALS WHICH ARE NOW OR HEREAFTER CLASSIFIED OR CONSIDERED TO BE HAZARDOUS OR TOXIC UNDER ANY APPLICABLE FEDERAL OR STATE LAWS RELATING TO ANY OF THE PROPERTY. HAZARDOUS SUBSTANCES SHALL INCLUDE, WITHOUT LIMITATION, ANY SUBSTANCE, THE PRESENCE OF WHICH ON THE PROPERTY, (A) REQUIRES REPORTING, INVESTIGATION OR REMEDIATION UNDER APPLICABLE LAW, (B) CAUSES OR THREATENS TO CAUSE A NUISANCE ON THE PROPERTY OR ADJACENT PROPERTY OR POSES OR THREATENS TO POSE A HAZARD TO THE HEALTH OR SAFETY OF PERSONS ON THE PROPERTY OR ADJACENT PROPERTY; OR (C) WHICH, IF IT EMANATED OR MIGRATED FROM THE PROPERTY, COULD CONSTITUTE A TRESPASS.

5. Buyer, on behalf of itself and its affiliates, and their respective partners, members, owners, officers, directors, agents, representatives and controlling persons, hereby releases Seller, and their respective partners, members, owners, officers, directors, agents, representatives and controlling persons (collectively, the "**Released Parties**") from any and all liability, responsibility, claims, damages, losses and expenses arising out of or related to the condition (including the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future Environmental Laws or guidelines), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever. Without limiting the foregoing, Buyer, on behalf of itself and its affiliates, and their respective partners, members, owners, officers, directors, agents, representatives and controlling persons, specifically releases the Released Parties from any and all responsibility, claims, damages, losses and expenses Buyer may have against any of the Released Parties now or in the future arising from the environmental condition of the Property or the presence of Hazardous Substances or contamination on or emanating from the Property. The foregoing waivers and releases by Buyer shall survive, without limitation, the Closing and shall not be deemed merged into the provisions of any Closing documents.

6. Buyer acknowledges that it has inspected the Property, observed its physical characteristics and existing conditions and had the opportunity to conduct such investigations and studies on and of said Property and adjacent areas as it deemed necessary, Buyer, on behalf of itself and its affiliates, and their respective partners, members, owners, officers, directors, agents, representatives and controlling persons, hereby waives any and all objections to or complaints (including but not limited to actions based on federal, state or common law and any private right of action under any Environmental Laws to which the Property is or may be subject) against any of the Released Parties regarding physical characteristics and existing conditions, including without limitation structural and geologic conditions, subsurface soil and water conditions and

solid and hazardous waste and Hazardous Substances on, under, adjacent to or otherwise affecting the Property or related to prior uses of the Property. The foregoing waivers by Buyer expressly survived, without limitation, the Closing and shall not be deemed merged into the provisions of any Closing documents.

7. Buyer further hereby assumes the risk of changes in applicable laws and regulations (including without limitation, Environmental Laws) relating to past, present and future environmental, safety or health conditions on, or resulting from the ownership or operation of, the Property, and the risk that adverse physical characteristics and conditions, including without limitation the presence of Hazardous Substances or other substances, may not be revealed by its investigation.

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.  
SIGNATURE PAGE FOLLOWS.]**

IN WITNESS WHEREOF, Buyer has executed and delivered this Certificate as of the date set forth above.

**BUYER: BOOT HILL DISTILLERY LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A" TO AS-IS CERTIFICATE**  
**The Land**

## *Memorandum*

**To:** City Manager &  
City Commissioners  
**From:** Ernestor De La Rosa, Assistant City  
Manager; Tara Schraeder, Human  
Resources & Drew Francis, Police  
Chief  
**Date:** June 10, 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 23 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 last June 2020 meeting.

**Financial Considerations:** The total cost of the salary schedule implementation is \$423,505 for 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 \$378,063, which allows to cover most of the costing for this implementation. The rest of the cost (\$45,422) would be worked into the budget.

**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)**

TABLE OF CONTENTS

**DEFINITIONS** (*Amended 18-20*).....4

**MEMORANDUM OF UNDERSTANDING** .....5

**Article 1 - RECOGNITION OF EMPLOYEE ORGANIZATION**.....5

**Article 2 - MANAGEMENT RIGHTS**.....5

**Article 3 - NONDISCRIMINATION** .....6

**Article 4 - LODGE STATUS AND RIGHTS** (*Amended 15-17*).....6

        Section 4.1 - Rights of Representation .....6

        Section 4.2 - Dues Deduction .....7

        Section 4.3 - F.O.P. Days .....7

        Section 4.4 - Lodge Business.....8

        Section 4.5 - Lodge Business Meetings.....8

        Section 4.6 - Bulletin Boards and Interoffice Mail (*Amended 08 & 11*) .....8

        Section 4.7 - Negotiators Meetings (*Amended 07, 15-17*).....9

        Section 4.8 - Steward’s Responsibility (*Amended 08*).....9

**Article 5 - JOB CLASSIFICATIONS** (*Amended 08, 15-17, 18-20*).....10

        Section 5.1 - Classification List (*Amended 08, 15-17, 18-20*).....10

**Article 6 - PROBATIONARY PERIODS**.....11

        Section 6.1 - New Hire Probation.....11

        Section 6.2 - Promotional Probation.....11

**Article 7 – Seniority** (*Amended 07-08, 15-17*).....12

        Section 7.1 - Seniority Rosters .....12

        Section 7.2 - Seniority / Reduction in Rank .....12

**Article 8 - Hours of Work** .....12

        Section 8.1 - Patrol Bureau (*Amended 08, 12 & 14*).....12

        Section 8.2 - Detective Bureau (*Amended 08 & 12*).....13

        Section 8.3 - Meal Period and Breaks (*Amended 08*) .....13

**Article 9 - Work Assignments**.....13

        Section 9.1 - Semiannual Bidding Procedure – Patrol Bureau (*Amended 08 & 12*).....13

        Section 9.2 - Assignment out of Rank (*Amended 18-20*) .....14

        Section 9.3 - Rotating Detective (*Amended 08*).....14

**Article 10 – TRANSFERS** (*Amended 15-17*) .....15

        Section 10.1 - Personal Requests.....15

        Section 10.2 - Departmental Transfers .....15

        Section 10.3 - Promotions.....16

**Article 11 - ACCIDENT REVIEW** (*Amended 15-17*).....16

**ARTICLE 12 – OFFICER’S RIGHTS DURING AN INVESTIGATION** (*Amended 07, 15-17*) .....16

        Section 12.1 – Purpose (*Amended 07*).....16

        Section 12.2 – Scope (*Amended 07*) .....17

        Section 12.3 – Officer’s Privacy (*Amended 07*) .....17

        Section 12.4 - Documentation & Record Retention (*Amended 07, 15-17*).....17

        Section 12.5 – Officer’s Rights During an Investigation (*Amended 07- 08*).....17

        Section 12.6 – Other Rights and Responsibilities of Officers (*Amended 07-08 & 11*).....19

        Section 12.7 – Notification of the Results of an Investigation (*Amended 07*) .....21

**ARTICLE 13 – DISCIPLINE** (*Amended 07-08, 12 & 13, 15-17, 18-20*).....21

        Section 13.1 - Disciplinary Actions (*Amended 07-08, 15-17*).....21

        Section 13.2 – Disciplinary Conference (*Amended 07-08*).....21

        Section 13.3 – Penalties (*Amended 07*) .....22

        Section 13.4 – Review of Disciplinary Action (*Amended 07-08, 12 & 13, 15-17*).....23

        Section 13.5 – Administrative Review (*Added 13*).....23

        Section 13.6 –Hearing Procedures (*Added 13*) .....24

        Section 13.7 – Court Appeal (*Amended 07, 13*) .....24

        Section 13.8 – Release of Findings (*Amended 11, 13, 18-20*).....25

**ARTICLE 14 - GRIEVANCE PROCEDURE** (*Amended 07*).....25

        Section 14.2 – Procedures (*Amended 07-08, 15-17, 18-20*) .....25

**Article 15 - OFFICER LEAVE**.....27

Section 15.1 – Vacations ( <i>Amended 07 &amp; 11</i> ) .....	27
Section 15.2 - Sick Leave ( <i>Amended 11 &amp; 12 &amp; 14, 15-17</i> ) .....	28
Section 15.4 - General Leaves of Absence ( <i>Amended 08</i> ).....	31
Section 15.5 - Maternity Leave.....	31
Section 15.6 - Military Leave ( <i>Amended 08 &amp; 14, 18-20</i> ).....	32
Section 15.7 - Injury Leave .....	32
Section 15.8 - Bereavement Leave ( <i>Amended 11 &amp; 14, 18-20</i> ).....	34
Section 15.9 – Educational Leave.....	34
<b>Article 16 - COMPENSATION</b> .....	35
Section 16.1 - Adoption of Annual Pay Plans ( <i>Amended 07-08, 09-10, 11, 12, 13,14, 15-17, 18-20</i> ) .....	35
Section 16.2 - Annual Pay Plan Step Increases ( <i>Amended 07-08</i> ).....	35
Section 16.3 - Promotional Placement ( <i>Amended 07-08</i> ).....	35
Section 16.4 - Special Duty Pay ( <i>Amended 07-08</i> ).....	35
Section 16.5 - Educational Incentive ( <i>Amended 07-08, 15-17, 18-20</i> ) .....	36
Section 16.6 - Annual Bonus .....	36
Section 16.7 - Court Time ( <i>Amended 08</i> ) .....	36
Section 16.8 – Wellness Incentive ( <i>Amended 07-08, 14</i> ) .....	37
<b>Article 17 - OVERTIME PAYMENT</b> .....	37
Section 17.1 - Overtime Rate and Scheduling ( <i>Amended 07 &amp; 12</i> ).....	37
Section 17.2 – On Call Pay for Detectives ( <i>Amended 08 &amp; 12</i> ) .....	37
<b>Article 18 - RETIREMENT AND PENSION FUND</b> .....	37
<b>Article 19 - PROFESSIONAL SERVICES</b> .....	38
<b>Article 20- UNIFORMS</b> .....	38
Section 20.1 – Clothing – Uniform Allowance ( <i>Amended 07, 15-17, 18-20</i> ).....	38
Section 20.2 - Dry Cleaning of Officers Uniforms ( <i>Amended 07</i> ) .....	39
<b>Article 21 – JOINT COMMITTEES</b> .....	39
<b>Article 22 - INSURANCE COVERAGE</b> .....	39
Section 22.1 – Health and Life Insurance ( <i>Amended 08</i> ).....	39
Section 22.2 – Workers Compensation ( <i>Amended 14</i> ) .....	40
<b>Article 23 - STRIKES AND LOCKOUTS</b> .....	43
<b>Article 24 - REDUCTION IN FORCE</b> .....	43
<b>Article 25 - MISCELLANEOUS PROVISIONS</b> .....	43
Section 25.1 - Memorandum of Understanding Posting .....	43
Section 25.2 - Civil Suits .....	43
Section 25.3 - Officer’s Rights to Personnel File .....	43
Section 25.4 - Bilingual Officers Certification .....	44
Section 25.5 - Smoke Free Workplace .....	44
Section 25.6 - Americans With Disabilities Act.....	44
Section 25.7 – Burial Expenses .....	44
<b>Article 26 - UNIVERSALLY APPLICABLE CITY POLICIES</b> .....	44
<b>Article 27 - ENTIRE MEMORANDUM OF UNDERSTANDING</b> .....	45
<b>Article 28 - SAVINGS CLAUSE</b> .....	45
<b>Article 29 – DURATION</b> ( <i>Amended 07-08, 11 &amp; 12</i> ) .....	45
<b>APPENDICES</b> .....	47
<b>APPENDIX I – POLICE SERGEANT</b> .....	47
<b>APPENDIX II – POLICE CORPORAL</b> .....	50
<b>APPENDIX III - DETECTIVE</b> .....	53
<b>APPENDIX #IV – POLICE OFFICER</b> .....	55
<b>APPENDIX #V – DETECTIVE SERGEANT</b> .....	57
<b>APPENDIX #VI - IDENTIFICATION OF GENERAL APTITUDES AND PHYSICAL REQUIREMENTS</b> 60	
<b>APPENDIX #VII - DCPD PROMOTIONAL TESTING POLICY</b> .....	63
<b>APPENDIX VIII- DCPD ACCIDENT REVIEW POLICY</b> .....	69
<b>APPENDIX IX – PAY PLAN</b> ( <i>Amended 07-08, 09-10, 11, 12, 13, 14, 15-17, 18-20</i> ).....	71
<b>APPENDIX X - UNIFORMS &amp; EQUIPMENT PROVIDED BY DEPARTMENT</b> ( <i>Amended 12, 18-20</i> ) .....	73

## **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 1<sup>st</sup> 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 1<sup>st</sup> 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](http://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 15<sup>th</sup> 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 instruct
- Ability to understand and follow written instruction
- Ability to guide and/or give instruction
- Ability to make decisions in accordance with established policies and procedures
- Ability to make appropriate decisions with no established guidance. Ability to analyze situations, utilizing logic, experience, creativity and information to develop solutions
- Not essential to job functions

**2. Communication Abilities:** Ability to understand meanings of words and ideas associated with them and to use them effectively. To comprehend language, to understand relationships between words and to understand the meanings of whole sentences and paragraphs. To present information and ideas clearly.

**a. Speaking/Talking:**

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

**b. Hearing/Listening:**

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

**c. Reading:** Ability to read and understand text

- Essential to job function
- Not essential to job function

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

- Ability to mentally perform accurate two digit calculations
- Ability to perform accurate calculations aided by calculator, adding machine or measurement device
- Not essential to job function

**4. Spatial Abilities:** Ability to comprehend forms in space and understand relationships of plane and solid objects. May be used in such tasks as blue print reading and in solving geometric problems. Frequently described as the ability to visualize objects of two or three dimensions or to think visually of geometric forms.

- Essential function
- Not essential to job function

**5. Motor Coordination:** Ability to coordinate eyes and hands or fingers rapidly and accurately in making precise movements with speed. Ability to make a movement response accurately and quickly.

**a. Manual Dexterity:** Ability to move the hands easily and skillfully. To work with the hands in placing and turning motions.

- Use telephone
- Use radio/console
- Use calculator
- Use office machinery (fax, copier etc)

- Use computer keyboard and mouse
- Use hand tools  Use power tools
- Other Firearms, taser, handcuffs, defensive tactics etc.
- Not essential to job function

**b. Finger Dexterity:** Ability to move the fingers and manipulate small objects with the fingers rapidly and accurately.

- Essential to job function
- Not essential to job function

Explain: Load and operate firearms under stress, collect evidence

**6. Physical Demands:**

**a. 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.

- |  |   |   |
|--|---|---|
| <b><u>Ladders</u></b>  | <b><u>Stairways</u></b>                       | <b><u>Steps</u></b>                           |
| (X) step stool   | <input type="checkbox"/> 1 flight             | <input type="checkbox"/> 1-2                  |
| (X) 8' to 10' step ladder <input type="checkbox"/> 2 flights             | <input type="checkbox"/> 2-3                  |   |
| (X) extension ladder   | (X) 3 or more flights                         | <input type="checkbox"/> 3-4                  |
| (X) other <u>walls &amp; fences</u> <input type="checkbox"/> other _____ | (X) 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	Years of service	Current Step	Current Wage	Annualized	Adj. Step	Wage based on same step - new schedule	Annualized	Difference
MOORE	Justin	PPR	Probationary	0 years	P	\$17.29	\$37,761.36	T	\$20.69	\$45,186.96	\$7,425.60
SOTO	Jose	PPR	Probationary	0 years	P	\$17.29	\$37,761.36	T	\$20.69	\$45,186.96	\$7,425.60
VACANT		PPR	Probationary	0 years	P	\$17.29	\$37,761.36	T	\$20.69	\$45,186.96	\$7,425.60
VACANT		PPR	Probationary	0 years	P	\$17.29	\$37,761.36	T	\$20.69	\$45,186.96	\$7,425.60
VACANT		PPR	Probationary	0 years	P	\$17.29	\$37,761.36	T	\$20.69	\$45,186.96	\$7,425.60
VACANT		PPR	Probationary	0 years	P	\$17.29	\$37,761.36	T	\$20.69	\$45,186.96	\$7,425.60
HABERMAN	Wyatt	PO	Officer	1 years	1	\$17.99	\$39,290.16	1	\$21.21	\$46,322.64	\$7,032.48
HAYS	Jared	PO	Officer	1 years	1	\$17.99	\$39,290.16	1	\$21.21	\$46,322.64	\$7,032.48
IBARRA	Jacqueline	PO	Officer	1 years	1	\$17.99	\$39,290.16	1	\$21.21	\$46,322.64	\$7,032.48
QUINT	Dayton	PO	Officer	1 years	1	\$17.99	\$39,290.16	1	\$21.21	\$46,322.64	\$7,032.48
WEBER	Garrett	PO	Officer	1 years	1	\$17.99	\$39,290.16	1	\$21.21	\$46,322.64	\$7,032.48
KELLEY	Chad	PO	Officer	12 years	12	\$23.60	\$51,542.40	12	\$27.83	\$60,780.72	\$9,238.32
KRAMER	Cory	PO	Officer	13 years	14	\$24.80	\$54,163.20	14	\$29.24	\$63,860.16	\$9,696.96
LIMA	Leslie	PO	Officer	14 years	14	\$24.80	\$54,163.20	14	\$29.24	\$63,860.16	\$9,696.96
CUEVAS SOTELO	Jalbert	PO	Officer	2 years	2	\$18.44	\$40,272.96	2	\$21.74	\$47,480.16	\$7,207.20
RANDALL	Dominic	PO	Officer	2 years	2	\$18.44	\$40,272.96	2	\$21.74	\$47,480.16	\$7,207.20
DEL REAL	Faviola	PO	Officer	3 years	3	\$18.90	\$41,277.60	3	\$22.28	\$48,659.52	\$7,381.92
GONZALES	Kristopher	PO	Officer	3 years	3	\$18.90	\$41,277.60	3	\$22.28	\$48,659.52	\$7,381.92
ACOSTA	Carlos	PO	Officer	4 years	4	\$19.37	\$42,304.08	4	\$22.84	\$49,882.56	\$7,578.48
BLANCHETT	Corey	PO	Officer	4 years	4	\$19.37	\$42,304.08	4	\$22.84	\$49,882.56	\$7,578.48
FAULKNER	Michael	PO	Officer	4 years	4	\$19.37	\$42,304.08	4	\$22.84	\$49,882.56	\$7,578.48
HAGER	James	PO	Officer	4 years	4	\$19.37	\$42,304.08	4	\$22.84	\$49,882.56	\$7,578.48
RODRIGUEZ	Elier	PO	Officer	5 years	5	\$19.85	\$43,352.40	5	\$23.41	\$51,127.44	\$7,775.04
MOYER	Ashley	PO	Officer	6 years	6	\$20.35	\$44,444.40	6	\$24.00	\$52,416.00	\$7,971.60
SANCHEZ	Martin	PO	Officer	6 years	6	\$20.35	\$44,444.40	6	\$24.00	\$52,416.00	\$7,971.60
VELA	Ruben	PO	Officer	6 years	6	\$20.35	\$44,444.40	6	\$24.00	\$52,416.00	\$7,971.60
GUTIERREZ	Guillermo	PO	Officer	9 years	9	\$21.92	\$47,873.28	9	\$25.84	\$56,434.56	\$8,561.28
KELLEY	Brandon	PC	Corporal	14 years	10	\$24.39	\$53,267.76	14	\$29.97	\$65,454.48	\$12,186.72

Last Name	First Name	Grade	Title	Years of service	Current Step	Current Wage	Annualized	Adj. Step	Wage based on same step - new schedule	Annualized	Difference
BORON	Gerald	PC	Corporal	4 years	3	\$20.51	\$44,793.84	4	\$23.41	\$51,127.44	\$6,333.60
HARRIS	Shane	PC	Corporal	5 years	3	\$20.51	\$44,793.84	5	\$24.00	\$52,416.00	\$7,622.16
DYER	Tyler	PC	Corporal	7 years	4	\$21.02	\$45,907.68	7	\$25.21	\$55,058.64	\$9,150.96
THOMPSON	James	PD	Detective	15	7	\$24.68	\$51,334.40	13	\$30.10	\$62,608.00	\$11,273.60
MAZZA	Alan	PD	Detective	10 years	5	\$23.49	\$48,859.20	9	\$27.26	\$56,700.80	\$7,841.60
BICE	J	PD	Detective	12 years	14	\$29.32	\$60,985.60	14	\$30.85	\$64,168.00	\$3,182.40
MAZZA	Hannah	PD	Detective	3 years	2	\$21.28	\$44,262.40	2	\$22.94	\$47,715.20	\$3,452.80
KOLBECK	Madeline	PD	Detective	4 years	2	\$21.81	\$45,364.80	3	\$23.51	\$48,900.80	\$3,536.00
KOLBECK	Lee	PS	Sergeant	12 years	3	\$25.76	\$56,259.84	5	\$29.35	\$64,100.40	\$7,840.56
GORDON	David	PS	Sergeant	15 years	7	\$28.43	\$62,091.12	7	\$30.83	\$67,332.72	\$5,241.60
HERRERA	Francisco	PS	Sergeant	15 years	6	\$27.74	\$60,584.16	7	\$30.83	\$67,332.72	\$6,748.56
VILLASENOR	Orlando	PS	Sergeant	15 years	7	\$28.43	\$62,091.12	7	\$30.83	\$67,332.72	\$5,241.60
BROWN	Thad	PS	Sergeant	17 years	8	\$29.14	\$63,641.76	8	\$31.60	\$69,014.40	\$5,372.64
ROBBINS	Michael	PS	Sergeant	17 years	8	\$29.14	\$63,641.76	8	\$31.60	\$69,014.40	\$5,372.64

2021 Recommended Police Salary Schedule

	T	1	2	3	4	5	6	7	8	9	10	11	12	13	14
<b>Police Officer</b>	\$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
<b>Corporal</b>			\$22.28	\$22.84	\$23.41	\$24.00	\$24.60	\$25.21	\$25.84	\$26.49	\$27.15	\$27.83	\$28.52	\$29.24	\$29.97
<b>Detective</b>			\$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
<b>Sergeant</b>			\$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.)

## *Memorandum*

*To: City Manager, Nick Hernandez & City Commission*

*From: Assistant City Manager/Public Affairs, Melissa McCoy*

*Date: 06/11/2020*

*Subject: 2020 Reopening Long Branch Lagoon*  
*Agenda Item: Other Business*

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**Recommendation:** Staff recommends opening the Long Branch Lagoon (Lagoon) on Friday, June 26, 2020 with precautionary measures in place. In addition, staff recommends lowering the cost of season passes to \$45 due to the reduced season as a result of the COVID-19 pandemic.

**Background:** The opening of the Lagoon has been delayed due to the COVID-19 pandemic. Staff has been working with the operator and has been in communication with other operators and facilities across the state to determine if it is feasible to open the water park in 2020.

In 2018 & 2019, the number of average daily users were:

June – 794

July – 690

August – 584

2020 Season Lagoon Hours of Operation –

Monday-Saturday: 12:00 pm – 7:00 pm,

Sunday: 12:00 pm – 6:00 pm

Tues/Thurs Night Swims: 6:00 pm 10:00 pm

Total Hours per week – 56

**Justification:** The recommendation to reopen the Long Branch Lagoon was based on a downward trajectory of cases in Ford County. The operator's plan and precautionary measures are attached.

### **Financial Considerations:**

Standguard is paid \$382.50 per hour to provide guard staffing for the Lagoon. In addition they also receive an annual management fee of \$89, 900 which covers all administration costs, chemicals and supplies and general maintenance.

As offsets to those costs, the City receives 100% of Admission fees and season pass sales, 50% of Programming revenue and 25% of Concession sales.

### **Break-even Point:**

For the purpose of this exercise, we have included only the daily operating costs to determine a break-even point.

Long Branch Lagoon				
<b>Daily Operating Costs</b>				
	<b>Hourly Rate</b>	<b>Daily Hours</b>	<b>Daily Cost</b>	<b>Total @ 56 days</b>
	\$382.50	8	3,060	\$171,360
<b>Estimated Revenue</b>				
	<b>Price</b>	<b>Quantity</b>	<b>Number</b>	<b>Season Total</b>
<b>Season Passes</b>	\$45.00	250		11,250
<b>Daily Admissions</b>	\$6.00	425	56	142,800
<b>Concessions</b>	\$1,200.00	56	25%	16,800
<b>Programs*</b>	\$15,000.00		50%	7,500
			<b>Annual Revenue</b>	<b>\$178,350</b>
<b>* Projected season Total</b>				

Season pass costs have been prorated to \$45 based on the reduced season. Quantities for all revenue sources have been adjusted to anticipate lower utilization that might be expected due to COVID-19 pandemic.

**Purpose/Mission:** This application meets the City’s Core Value of making Dodge City the best place to be.

**Legal Considerations:** None

**Attachments:**  
Standguard Aquatics 2020 Reopening Plan



# StandGuard Aquatics

COVID-19 Action Plan  
Employees and Patron

1

## StandGuard's Mission Related to COVID-19

THE SAFETY AND WELFARE OF OUR EMPLOYEES, CUSTOMERS, BUSINESS PARTNERS AND LOCAL COMMUNITIES IS OF PARAMOUNT IMPORTANCE TO US. DURING THESE DIFFICULT TIMES WE WISH TO REASSURE YOU THAT STANDGUARD AQUATICS HAS REVIEWED OUR PROCESSES, OPERATIONS AND BUSINESS CONTINUITY PLANS IN ORDER TO SAFELY RE-OPEN OUR PARKS BACK UP TO THE PUBLIC ONCE GUIDANCE IS PROVIDED FROM OUR STATE AND LOCAL OFFICIALS.

STANDGUARD'S OPERATIONAL CHANGES PROVIDED IN THIS PRESENTATION ARE MADE IN ACCORDANCE WITH CDC AND OTHER LOCAL HEALTH DEPARTMENT ENTITIES. EACH PLAN IS TAILORED TO ENSURE WE KEEP EACH OPERATION IN COMPLIANCE WITH ALL GUIDANCE FOR LOCAL, STATE, AND FEDERAL GUIDANCE.

2

# New Protocols For StandGuard Employees

- ✦ ALL EMPLOYEES WILL BE TEMPERATURE SCREENED EACH DAY PRIOR TO ENTERING PARK WITH TOUCH-LESS THERMOMETER.
- ✦ ANY EMPLOYEE WITH A TEMPERATURE OVER 100.4 F WILL BE ASKED TO GO HOME. EMPLOYEE WILL NOT BE ALLOWED TO RETURN TO WORK UNTIL COMPANY IS PROVIDED WRITTEN AUTHORIZATION FROM A PHYSICIAN
- ✦ ALL EMPLOYEES WILL BE PROVIDED NITRILE NON-LATEX GLOVES DAILY TO USE FOR EMERGENCY SITUATIONS. CONCESSION STAFF WILL BE REQUIRED TO WEAR FACE MASKS AND USE NON-LATEX GLOVES WHILE PREPARING COOKED FOOD.

3

# New Operating Procedures to Meet New COVID-19 Guidance

- ✦ PATRON ADMISSIONS AND SOCIAL DISTANCING GUIDANCE  
(MARKINGS ON GROUND- SOCIAL DISTANCING)
- ✦ CHANGES TO CONCESSION STAND OPERATION
- ✦ CHANGES TO ATTRACTIONS (SLIDES, DIVING BOARDS, ETC.) THAT DEVELOP WAIT LINES- MARKINGS ON GROUND
- ✦ CHANGES IN DAILY CLEANING PROCEDURES BY STAFF (SPRAYING OPEN LOUNGE CHAIRS, CABANA SANITATION AFTER PARTY LEAVES)

4

## Changes to Concession Stand Operations

- ✦ STANDGUARD HAS PARTNERED WITH REST2LABS TO PROVIDE ALL PATRONS THE ABILITY TO ORDER FOOD AND DRINKS FROM THE CONCESSION STAND FROM THEIR SMART DEVICE THROUGH THE FACILITIES FACEBOOK PAGE. CUSTOMERS WILL ALSO RECEIVE NOTIFICATION WHEN ORDER IS READY FOR PICK UP. THIS NEW TECHNOLOGY WILL REMOVE ANY LINES AT THE CONCESSION STAND.
- ✦ SET UP A CASH ORDERING STAND ON THE PAVILION FOR ALL PATRONS THAT WANT TO USE CASH OR WHO CAN NOT ACCESS NEW APP. STAFF WILL ESTABLISH AREA FOR LINE TO FORM THAT MAINTAINS SOCIAL DISTANCING GUIDANCE. STANDGUARD STAFF WILL ALLOW ORDERS TO BE PICKED UP FROM THE SOUTH CONCESSION WINDOWS FOR THOSE TO PICK UP THEIR FOOD SO SOCIAL DISTANCING CAN BE MAINTAINED.

7

## Changes to Entries for all Attractions at the Park

- ✦ STAFF WILL REQUIRE ALL PATRONS USING ATTRACTIONS THAT HAVE LIMITED ACCESS (SLIDES, CLIMBING WALLS, DIVING BOARD, ETC) TO ADHERE TO SOCIAL DISTANCING.
- ✦ STAFF WILL CREATED EXTENDED AREAS FROM ATTRACTION ENTRANCES SO THAT PATRONS CAN WAIT IN LINES SAFELY. THESE NEW EXTENDED AREAS WILL BE MARKED AND STAFF WILL BE USED TO HELP DIRECTION PATRONS THROUGH THESE EXTENDED LINES.
- ✦ ALL PATRONS IN LINE TO USE THESE ATTRACTIONS WILL MAINTAIN 6 FEET OF DISTANCE (MARKED BY TAPE ON FLOOR)

8

# Changes to Daily Cleaning Procedures

- ✦ STANDGUARD WILL ADD HAND SANITIZER STATIONS AT THE ENTRANCE OF THE PARK FOR PATRONS
- ✦ STANDGUARD STAFF WILL WIPE DOWN ALL RAILINGS, COUNTERS, AND RESTROOM FACILITIES EVERY HOUR DURING OPERATION.
- ✦ ALL CHAIRS, TABLES AND SEATING WILL BE DISINFECTED THROUGHOUT THE DAY WITH DISINFECTANT SPRAY BOTTLES AS FURNITURE BECOMES AVAILABLE
- ✦ STANDGUARD WILL FOLLOW ANY AND ALL ADDITIONAL GUIDANCE PROVIDED BY LOCAL, STATE, AND FEDERAL AGENCIES.

9

# StandGuard's Commitment

STANDGUARD AQUATICS IS DEDICATED TO PROVIDING A CLEAN, SAFE, MEMORABLE EXPERIENCE TO ALL THAT ENTER OUR FACILITIES THROUGH OUR IDEALS.

INTEGRITY  
DEDICATION  
EXCELLENCE  
ACCOUNTABILITY  
LEADERSHIP  
SAFETY

10