

# **CITY COMMISSION AGENDA**

City Hall Commission Chambers

Monday, December 20, 2010

7:00 p.m.

MEETING #4829

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION:** by Phil Scott, Sr. Pastor of the First Christian Church

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

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

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting minutes, December 6, 2010
2. Approval of City Commission Work Session minutes, December 6, 2010
3. Approval of City Commission Special Meeting minutes, December 14, 2010
4. Appropriation Ordinance No. 22, December 20, 2010
5. Cereal Malt Beverage License
  - a. ALCO Discount Store #371, 1701 North 14<sup>th</sup> Street
  - b. Walgreens #07817, 1801 N. 14<sup>th</sup> Avenue
6. Ratification of Resolution No. 2010-31 – A Resolution Designating Centera Bank as a Depository Bank for the United Wireless Arena, Magouirk Conference Center and Dodge City Civic Center

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3502:** An Ordinance Amending the Year 2000 Dodge City Zoning Ordinance to Add Automobile Salvage Yards as a Conditional Use in the I-1, Light Industrial District. Report by Director of Developmental Services, Dennis Veatch.

**Ordinance No. 3503:** An Ordinance Rezoning a Tract of Land South of the Catholic Church on the West Side of Fourteenth Avenue From R-S, Residential Suburban to C-O, Commercial Office. Report by Director of Developmental Services, Dennis Veatch.

**Ordinance No. 3504:** An Ordinance Establishing a Maximum Speed Limit on U.S. 50 Within the City Limits at 40 Miles Per Hour and Repealing Conflicting Ordinances or Parts of Ordinances and Providing Penalties for the Violation of the Provisions of This Ordinance. Report by Director of Engineering Services, Joe Finley.

**Ordinance No. 3505:** An Ordinance Relating to Traffic and Truck Routes in the City of Dodge City; Amending Ordinance No. 2812 and Amending Chapter 14, Section 2 of the City of Dodge City Municipal Code. Report by City Attorney, Brad Ralph.

**Resolution No. 2010-32:** A Resolution Approving Request for Delay of Community Improvement District Sales Tax Effective Date for Alliance Center, LLC. Report by City Manager, Ken Strobel.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of Bids for Rotary Mower for Athletic Field Maintenance. Report by Director of Parks and Recreation, Paul Lewis.
2. Approval of Scope of Project Change #1 for Construction of Wastewater Treatment Plant. Report by Director of Engineering, Joe Finley.
3. Approval of Scope of Project Change #2 for Construction of Wastewater Treatment Plant. Report by Director of Engineering, Joe Finley.
4. Approval of FOP Memorandum of Understanding. Report by Assistant City Manager, Cherise Tieben.
5. Approval of Supplemental Agreement of FOP Memorandum of Understanding. Report by Assistant City Manager, Cherise Tieben.
6. Approval of SW KS Coalition Lobbyist Contract. Report by Assistant City Manager, Cherise Tieben.
7. Approval of Southwest Kansas Coalition Legislative Agenda. Report by Assistant City Manager, Cherise Tieben.

## **OTHER BUSINESS**

## **ADJOURNMENT**

# **CITY COMMISSION MINUTES**

City Hall Commission Chambers

Monday, December 6, 2010

7:00 p.m.

MEETING #4826

## **CALL TO ORDER**

**ROLL CALL:** Mayor Kent Smoll, Commissioners Brian Weber, Rick Sowers, Jim Sherer and Monte Broeckelman were present.

**INVOCATION:** by Will Cruz with First Christian Church

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

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

Employee of the Month for December 2010, Pam Peters, was announced by the Director of Public Information, Jane Longmeyer.

The City Character Trait, Sensitivity was presented by Director of Public Information, Jane Longmeyer.

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting minutes, November 15, 2010
2. Approval of City Commission Work Session minutes, November 15, 2010
3. Approval of Joint City/County Meeting minutes, November 17, 2010
4. Appropriation Ordinance No. 21, December 6, 2010
5. Cereal Malt Beverage License
  - a. Casa Alvarez, 1701 W. Wyatt Earp Blvd.
  - b. King Kwik Mart, 510 E. Wyatt Earp Blvd.

Commissioner Jim Sherer moved to approve the Consent Calendar as presented, seconded by Commissioner Monte Broeckelman. The motion carried unanimously.

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3501:** An Ordinance Establishing Bus Zones, Handicap Zones, Loading Zones, and Other Parking Control Measures in the Vicinity of Public Schools, Repealing Conflicting Ordinances or Parts of Ordinances and Providing Penalties for the Violation of the Provisions of This Ordinance was approved on a motion by Commissioner Brian Weber, seconded by Commissioner Rick Sowers. Motion carried unanimously.

**Resolution No. 2010-26:** A Resolution Establishing Energy Conservation Practices for the City of Dodge City was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Brian Weber. Motion carried unanimously.

**Resolution No. 2010-27:** A Resolution Authorizing and Directing the Issuance, Sale and Delivery of General Obligation Temporary Notes, Series 2010-1 of the City of Dodge City, Kansas; Providing for the Levy and Collection of an Annual Tax if Necessary, for the Purpose of Paying the Principal and Interest on Said Notes as They Become Due; Making Certain Covenants and Agreements to Provide for the Payment and Security Thereof; and Authorizing Certain Other Documents and Actions Connected Therewith was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Jim Sherer. Motion carried unanimously.

**Resolution No. 2010-28:** A Resolution Describing and Defining the Boundary of the City of Dodge City was approved on a motion by Commissioner Brian Weber, seconded by Commissioner Monte Broeckelman. Motion carried unanimously.

**Resolution No. 2010-29:** A Resolution of the Governing Body of the City of Dodge City, Kansas Determining That the City is Considering Establishing a Rural Housing Incentive District Within the City and Adopting a Plan for the Development of Housing and Public Facilities in Such Proposed District; Establishing the Date and Time of a Public Hearing on Such Matter, and Providing for the Giving of Notice of Such Public Hearing was approved on a motion by Commissioner Monte Broeckelman, seconded by Commissioner Jim Sherer. Motion carried unanimously.

## **UNFINISHED BUSINESS**

### **NEW BUSINESS**

1. Bids from Diamond Roofing in the amount of \$228,990 for re-roofing and \$11.75 square foot for deck repair for Hennessy Hall on the St. Mary Complex was approved on a motion by Commissioner Brian Weber, seconded by Commissioner Jim Sherer. Motion carried unanimously.
2. Placement of the General Insurance and Worker's Compensation Insurance with Keller Leopold Insurance agency quoted Travelers Insurance in the amount of \$621,594 was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Monte Broeckelman. Motion carried unanimously.

### **OTHER BUSINESS**

Ken Strobel, City Manager:

- Reminder that on December 14<sup>th</sup> at Boothill at 6:30 p.m. is the Public Officials Exchange Meeting;
- Need to schedule time this week for a Special Meeting; and

- Commented on RHID, extended thanks to Cherise Tieben and Kaci Davignon for working on the housing.

Cherise Tieben, Assistant City Manager:

- Commented on Rural Housing potentials.

Commissioner Jim Sherer:

- Attended the National League of Cities in Denver last week – brought back information;
- Asked about the opening of the Golf Course Restaurant – opening later this week; and
- Congratulated Cherise on bagging a deer.

Commissioner Brian Weber:

- Christmas Parade of Lights was great and thanked the community for the support.

Mayor Kent Smoll:

- Encouraged the community to spend locally.

**ADJOURNMENT:** Commissioner Jim Sherer moved to adjourn the meeting, Commissioner Monte Broeckelman seconded the motion. The motion carried unanimously.

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E. Kent Smoll, Mayor

ATTEST:

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Nannette Pogue, City Clerk

# **CITY COMMISSION WORK SESSION MINUTES**

City Hall Commission Chambers

Monday, December 6, 2010

6:00 p.m.

MEETING #4825

**ROLL CALL:** Mayor Kent Smoll, Commissioners Jim Sherer, Brian Weber, Rick Sowers and Monte Broeckelman were present.

## **WORK SESSION:**

1. A report on the Fire Study was given by Interim Fire Chief, Kevin Norton and Jay Taylor from Ford County Fire/EMS.
2. Recap of Comanche Street was given by Director of Engineering, Joe Finley. The Commissioners directed Joe Finley to proceed with design of Comanche Street for a divided two lane road with preparations for a four (4) lane in the future.

**ADJOURNMENT:** Commissioner Rick Sowers moved to adjourn the Work Session, Commissioner Jim Sherer seconded the motion. The motion carried 5-0.

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E. Kent Smoll, Mayor

ATTEST:

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Nannette Pogue, City Clerk

**CITY COMMISSION SPECIAL MEETING  
MINUTES**

City Hall Commission Chambers

Tuesday, December 14, 2010

6:00 p.m.

MEETING #4827

**CALL TO ORDER**

**ROLL CALL:** Mayor Kent Smoll, Commissioners Brian Weber, Rick Sowers and Monte Broeckelman were present. Commissioner Jim Sherer was absent.

**ORDINANCES & RESOLUTIONS:**

**Resolution No. 2010-30:** Commissioner Rick Sowers moved to approve a Resolution of the Governing Body of the City of Dodge City, Kansas Determining That the City is Considering Establishing a Rural Housing Incentive District Within the City and Adopting a Plan for the Development of Housing and Public Facilities in Such Proposed District; Establishing the Date and Time of a Public Hearing on Such Matter, and Providing for the Giving of Notice of Such Public Hearing. Commission Brian Weber seconded the motion. Motion carried 4-0.

**ADJOURNMENT:** Commissioner Brian Weber moved to adjourn the special meeting, Commissioner Monte Broeckelman seconded the motion. The motion carried 4-0.

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E. Kent Smoll, Mayor

ATTEST:

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Nannette Pogue, City Clerk

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or  County of Dodge City, KS

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

SECTION 2 – APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): 48-0201080			
Name of Corporation <b>Duckwall-ALCO Stores, Inc.</b>		Principal Place of Business <b>Abilene</b>	
Corporation Street Address <b>401 Cottage</b>		Corporation City <b>Abilene</b>	State <b>KS</b>
Date of Incorporation <b>6/15/1915</b>		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name <b>Todd Sherlock</b>		Phone No. <b>785-263-3350</b>	
Residence Street Address <b>401 Cottage</b>		City <b>Abilene</b>	State <b>KS</b>
			Zip Code <b>67410</b>

SECTION 3 – LICENSED PREMISE			
Licensed Premise (Business Location)		Mailing Address	
DBA Name <b>ALCO Discount Store # 371</b>		Name <b>Duckwall-ALCO Stores, Inc.</b>	
Business Location Address <b>1701 North 14th St., Comanche Shopping Ctr</b>		Address <b>401 Cottage</b>	
City <b>Dodge City</b>	State <b>KS</b>	City <b>Abilene</b>	State <b>KS</b>
Zip <b>67801</b>		Zip <b>67410</b>	
Business Phone No. <b>620-227-9811</b>		<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) <b>G. Parker Development, LLC, P.O. Box 47458, Wichita, KS 67201</b>			

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
<b>None owning 25% or more.</b>			
Residence Street Address <b>We are a publicly owned company.</b>		City	State
			Zip Code
Spouse Name		Position	
Residence Street Address		City	State
			Zip Code
Name		Position	
Residence Street Address		City	State
			Zip Code
Spouse Name		Position	
Residence Street Address		City	State
			Zip Code
Name		Position	
Residence Street Address		City	State
			Zip Code
Spouse Name		Position	
Residence Street Address		City	State
			Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION			
My place of business will be conducted by a manager or agent.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:			
Manager/Agent Name <b>Sharon Preston</b> - Store Manager	Phone No. <b>620-227-9811</b>	Date of Birth <b>9/12/1963</b>	
Residence Street Address <b>1402 First Ave</b>	City <b>Dodge City</b>	Zip Code <b>67801</b>	
Manager or Agent Spousal Information			
Spouse Name	Phone No.	Date of Birth	
Residence Street Address	City	Zip Code	

SECTION 6 – QUALIFICATIONS FOR LICENSURE	
<p>Within 2 years immediately preceding the date of this application, none of the individuals identified in Sections 4 &amp; 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes:            (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.</p>	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>None of the individuals identified in Sections 4 and 5 were managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which:            (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.</p>	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age <sup>1</sup> .	<input type="checkbox"/> Yes <input type="checkbox"/> No

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE *Shirley Jahn* DATE 12/1/10  
 Asst Sec / Dir Gen Acct.

FOR CITY/COUNTY OFFICE USE ONLY:	
<input type="checkbox"/> License Fee Received Amount \$ _____ Date _____	
(\$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license)	
<input type="checkbox"/> \$25 CMB Stamp Fee Received Date _____	
<input type="checkbox"/> Background Investigation <input type="checkbox"/> Completed Date _____ <input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified	
<input type="checkbox"/> New License Approved Valid From Date _____ to _____ By: _____	
<input type="checkbox"/> License Renewed Valid From Date _____ to _____ By: _____	

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-301) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS. 66625-3512.

<sup>1</sup> Spouse not required to be over 21 years of age. K.S.A. 41-2703(b)(9)



**CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

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

City or  County of Dodge City

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

<b>SECTION 2 – APPLICANT INFORMATION</b>			
Kansas Sales Tax Registration Number (required): 004-361924025F-01			
Name of Corporation Walgreen Co.		Principal Place of Business Deerfield, IL	
Corporation Street Address 300 Wilmot Road		Corporation City Deerfield	State IL Zip Code 60015
Date of Incorporation 2/15/1909		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name Jason Donica		Phone No. 847-527-4807	
Residence Street Address 13705 E. Mainsgate St.		City Wichita	State KS Zip Code 67228

<b>SECTION 3 – LICENSED PREMISE</b>			
<b>Licensed Premise (Business Location)</b>		<b>Mailing Address</b>	
DBA Name Walgreens #07817		Name Walgreen Co. Tax Dept.	
Business Location Address 1801 N. 14th Ave.		Address P.O. Box 901	
City Dodge City	State Kansas	City Deerfield	State IL Zip 60015
Business Phone No. 620-225-6095		<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) Walgreen Co.			

<b>SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK</b>			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name See Attached Corporate Rider		Position	
Residence Street Address Walgreen Co. is a publicly traded company, to our knowledge, no one person		City	State Zip Code
Spouse Name owns 5% or more of company stock.		Position	
Residence Street Address		City	State Zip Code
Name		Position	
Residence Street Address		City	State Zip Code
Spouse Name		Position	
Residence Street Address		City	State Zip Code
Name		Position	
Residence Street Address		City	State Zip Code
Spouse Name		Position	
Residence Street Address		City	State Zip Code

SECTION 5 - MANAGER OR AGENT INFORMATION			
My place of business will be conducted by a manager or agent.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:			
Manager/Agent Name	Phone No.	Date of Birth	
Jennifer L. Kohler	785-422-3240	06/22/74	
Residence Street Address	City	Zip Code	
3205 Gary Ave.	Dodge City	67801	
Manager or Agent Spousal Information			
Spouse Name	Phone No.	Date of Birth	
Mike Kohler	785-422-3240	05/31/69	
Residence Street Address	City	Zip Code	
3205 Gary Ave.	Dodge City	67801	

SECTION 6 - QUALIFICATIONS FOR LICENSURE	
Within 2 years immediately preceding the date of this application, none of the individuals identified in Sections 4 & 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
None of the individuals identified in Sections 4 and 5 were managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which: (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age <sup>1</sup> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE Margareta Kellen DATE 11-24-10

FOR CITY/COUNTY OFFICE USE ONLY:	
<input type="checkbox"/> License Fee Received Amount \$ _____ Date _____ (\$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license)	
<input type="checkbox"/> \$26 CMB Stamp Fee Received Date _____	
<input type="checkbox"/> Background Investigation <input type="checkbox"/> Completed Date _____ <input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified	
<input type="checkbox"/> New License Approved Valid From Date _____ to _____ By: _____	
<input type="checkbox"/> License Renewed Valid From Date _____ to _____ By: _____	

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-301) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS. 66625-3512.

<sup>1</sup> Spouse not required to be over 21 years of age. K.S.A. 41-2703(b)(9)



TITLE	NAME	ADDRESS
Chairman	*A. G. McNally	901 Orchid Point Way, Orchid Island Vero Beach, FL 32963
President & Chief Executive Officer	*G. D. Wasson	1724 RFD Holly Court Long Grove, IL 60047
Executive Vice President	K. R. Crawford	20742 W High Ridge Rd Kildeer, IL 60047
Executive Vice President, General Counsel & Corporate Secretary	D. I. Green	739 Forest Ave Evanston, IL 60202
Executive Vice President & Chief Financial Officer	W. D. Miquelon	875 Gordon Terrace Winnelka, IL 60093
Executive Vice President	M. A. Wagner	1127 S. Ridge Road Lake Forest, IL 60045
Senior Vice President	R. B. Bryant	5440 Belmont Ct Libertyville, IL 60048
Senior Vice President	S. Chawla	73 Pascal Lane Austin, TX 78746
Senior Vice President	D. C. Huonker, Jr.	14370 W Wycombe Ct Green Oaks, IL 60048
Senior Vice President	J. R. Lewis	20793 Meadow Lane Deer Park, IL 60010
Senior Vice President	H. F. Rosenbluth	215 Maple Hill Drive Gladwyne, PA 19035
Senior Vice President & Chief Information Officer	T. J. Theriault	3624 Salt Creek Circle Oak Brook, IL 60523
Senior Vice President	K. Wilson-Thompson	5185 Grand Avbre Trail Portage, MI 49024
Vice President	T. J. Connolly	617 Ashland Ave River Forest, IL 60305
Vice President & Chief Marketing Officer	K. L. Feil	1851 N Orchard St Chicago, IL 60614
Vice President	C. V. Greener	10722 Falls Pointe Drive Great Falls, VA 22066
Vice President	W. B. Pugh	2720 Mari Oak Drive Highland Park, IL 60035
Vice President, Controller	M. M. Scholz	307 Rose Terrace Lake Forest, IL 60045
Vice President	J. W. Spina	21191 Creekside Dr Kildeer, IL 60047
Vice President	C. F. Watts	51 Grasmere Lane Princeton NJ 08540
Vice President	D. K. Wong	5519 S. Elm St Hinsdale, IL 60521
Vice President	R. G. Zimmerman	1540 Rutland Schaumburg, IL 60173
Treasurer	J. M. Dubinsky	1156 Cherry St Deerfield, IL 60015
General Auditor	C. Domzalski	4028 N Kennicott Ave Arlington Heights, IL 60004
Assistant Secretary	D. L. Byrd	2255 Chestnut Ave Glenview, IL 60026
Assistant Secretary	N. J. Godfrey	1318 N. Elliot Park Ridge, IL 60068
Assistant Secretary	M. E. Kellen	845 Wagner Road Glenview, IL 60025
Assistant Secretary	J. A. Mann	1409 Royal Oak Lane Glenview, IL 60025
Assistant Secretary	R. M. Silverman	1421 Coral Parkway Northbrook, IL 60062
Assistant Treasurer	R. J. Hans	328 Woodland Road Lake Bluff, IL 60044
Assistant Treasurer	D. A. Morrell	778 Willow Court Bartlett, IL 60103
Director	A. G. McNally*	901 Orchid Point Way, Orchid Island Vero Beach, FL 32963
Director	S. A. Davis*	7153 Lambton Park Road New Albany, OH 43054
Director	W. C. Foote*	6310 N Lake Dr Whitefish Bay, WI 53217
Director	M. P. Frissora*	27 Old Wodds Road Saddle River, NJ 07458-3208
Director	G. L. Graham*	7321 Flagstaff Road Boulder, CO 80302
Director	N. M. Schlichting*	1710 Orchard Lane Bloomfield Hills, MI 48301
Director	D. Y. Schwartz*	1020 Chaucer Lane Highland Park, IL 60035
Director	A. Silva*	330 S Michigan Ave #1908 Chicago, IL 60604
Director	J. A. Skinner*	86 Breakenridge Farm Oak Brook, IL 60523
Director	D. J. Brailer MD, PhD*	Four Presidio Terrace San Francisco, CA 94118

The purpose or purposes for which the corporation is organized are: To manufacture, compound, buy, sell, and generally deal in drugs, medicines, chemicals and druggists' sundries of all kinds at wholesale and retail together with all goods, wares and merchandise.

## *Memorandum*

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

*From: Nannette Pogue MP*

*Date: December 16, 2010*

*Subject: Resolution No. 2010-31*

*Agenda Item Consent Calendar*

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**Recommendation:** Resolution No. 2010-31 has been signed by the Mayor. I recommend the City Commission ratify the approval of this resolution.

**Background:** When setting up bank accounts for City funds, banks require a resolution and the Kansas Statutes require official action by the Governing Body. The United Wireless Arena bank accounts will be set up at Centera Bank. Resolution No. 2010-31 designates Centera Bank as the depository for funds associated with the United Wireless Arena. It further outlines the numbers of signatures required and the persons on the signature card.

**Justification:** Official action by the Governing Body is required. The Resolution has been signed and the bank accounts have been established. The action will be to ratify Resolution No. 2010-31.

**Financial Considerations:** None

**Purpose/Mission:** To comply with requirements of the bank and local community.

**Legal Considerations:** None

**Attachments:** Resolution No. 2010-31

**RESOLUTION NO. 2010-31**

**A RESOLUTION DESIGNATING CENTERA BANK AS A DEPOSITORY BANK FOR THE UNITED WIRELESS ARENA, MAGOUIRK CONFERENCE CENTER AND DODGE CITY CIVIC CENTER**

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

**AND WHEREAS**, the Governing Body has agreed to designate Centera Bank, 2200 North 14<sup>th</sup> Avenue, Dodge City, Kansas, as the depository for funds associated with the United Wireless Arena, Magouirk Conference Center and Dodge City Civic Center in the name of the City of Dodge City.

NOW THEREFORE, be it resolved that the following accounts are hereby authorized and all checks, drafts, notes or orders drawn against the stated accounts must be signed as shall be certified to Centera Bank, Dodge City, Kansas, and no checks, drafts, notes or orders drawn against said accounts shall be valid unless signed as certified. Each check, draft, note or order will require 2 signatures or proper approval. The persons whose names shall be on the signature cards are the Finance Director/City Clerk for the City of Dodge City and the Executive Director, Director of Operations and Director of Finance, all employees of VenuWorks of Dodge City, LLC, manager of the United Wireless Arena.

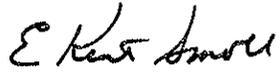
- A. United Wireless Arena Operating Account
- B. United Wireless Arena Box Office Account.

BE IT FURTHER RESOLVED that additional accounts can be established as needed by Debra Burns, Finance Director for VenuWorks of Dodge City, LLC. The Finance Director will ensure that proper signature cards are on file for each account established. The Finance Director will provide copies of bank account information to the Finance Director/City Clerk of the City of Dodge City.

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

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

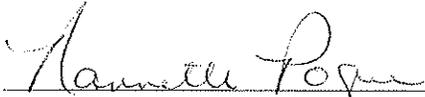
DATED this 14<sup>th</sup> day of December, 2010.



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E. Kent Smoll, Mayor

ATTEST:



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Nannette Pogue, City Clerk

**RESOLUTION NO. 2010-32**

**A RESOLUTION APPROVING REQUEST FOR DELAY OF  
COMMUNITY IMPROVEMENT DISTRICT SALES TAX EFFECTIVE  
DATE FOR ALLIANCE CENTER, LLC**

**REQUEST FOR DELAY OF  
COMMUNITY IMPROVEMENT DISTRICT  
SALES TAX EFFECTIVE DATE**

**TO:** The Governing Body of the City of Dodge City, Kansas (the "Governing Body")

Alliance Center, LLC (the "Petitioner"), being the owner of record of all of the land area contained within a certain Community Improvement District ("CID") within the City of Dodge City, Kansas created under Ordinance No. 3492 (the "District"), hereby requests that the Governing Body delay the effective date of a CID sales tax to be charged within the District from January 1, 2011 to July 1, 2011. In furtherance of such request, the Petitioner states as follows:

**WHEREAS**, on or about May 11, 2010, the Petitioner submitted a petition requesting the formation of the District.

**WHEREAS**, on June 7, 2010, the Governing Body approved the creation of the District by the adoption of Ordinance No. 3492, which Ordinance calls for the imposition of an additional sales tax of 1% to be assessed on all taxable sales within the District, with such tax to commence on January 1, 2011 or any other date the City may approve by resolution if a change in the effective date is requested in writing by the Petitioner (the "CID Sales Tax").

**NOW, THEREFORE**, the Petitioner hereby requests the following:

**Section 1. Effective Date of the CID Sales Tax.** Based on unforeseen delays in construction of the proposed improvements within the District, and pursuant to the authority set forth in Ordinance No. 3492 to modify the effective date of the CID Sales Tax by written request, the Petitioner requests that the Governing Body delay the effective date of the CID Sales Tax from January 1, 2011 to July 1, 2011 by approving a resolution to that effect.

**Section 2. Delivery of Resolution to the State Director of Taxation.** Upon approval of such resolution, the Petitioner requests that a certified copy of such resolution be delivered to the state director of taxation in accordance with the Kansas Community Improvement District Act, K.S.A. § 12-6a26, *et seq.*

**IN WITNESS WHEREOF**, the Petitioner has duly executed this request pursuant to all requisite authorizations as of the date first above written.

[Remainder of page intentionally left blank.]

ALLIANCE CENTER, LLC

By: Brian Marshall

Name: Brian Marshall

Title: Managing Partner

STATE OF Kansas )  
 ) ss.  
COUNTY OF Ford )

On this 17<sup>th</sup> day of December, 2010, before me personally appeared Brian Marshall to me personally known, who being by me duly sworn did say that he is the Managing Partner of Alliance Center, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he executed the same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Stacie Hageman  
NOTARY PUBLIC

My Commission Expires:

4/14/14  
[SEAL]



## *Memorandum*

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Dennis Veatch*

*Date: December 13, 2010*

*Subject: Automobile Salvage Yard  
Conditional Use*

*Agenda Item: Ordinance No. 3502*

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**Recommendation:** The Zoning Board is recommending approval of this Ordinance. Development Services Staff concurs with the Zoning Boards recommendation.

**Background:** Gildardo Minfarez originally requested a rezoning of 1307 S. 2<sup>nd</sup> from I-1, Light Industrial to I-2, Heavy Industrial for the purpose of operating a salvage yard from this site. This property has been a body shop and mechanic shop since 1997 which is allowable in the Light Industrial zone. Over the years there has been an accumulation of approximately 100 vehicles in the back lot of this property. More than 3 inoperable vehicles are considered a junk yard and are not allowed in a Light Industrial zone.

**Justification:** The Zoning Board recommended that the rezoning request be denied. They were concerned that there are other uses that may have a worse effect on the surrounding properties than just a salvage yard. It was suggested that we look into creating a conditional use ordinance for salvage operations in the Light Industrial zones. This would establish specific criteria and would be subject to a public hearing and final decision by the Board of Zoning Appeals. If and when a salvage operation closes down then it would revert to the original uses unless another conditional use is requested.

**Financial Considerations:** None

**Purpose/Mission:** To protect surrounding properties from uses that may have a negative effect and create a process to establish criteria that would be considered on a case by case basis through the public hearing process.

**Legal Considerations:** None

**Attachments:** Ordinance No. 3502 and Development Services Report.



**CITY OF DODGE CITY  
DEVELOPMENT SERVICES REPORT  
CASE NO. 10-15**

**APPLICANT:** Gildardo Minfarez

**REQUEST:** Rezone 1307 S. 2<sup>nd</sup> from I-1, Light Industrial to I-2, Heavy Industrial for a salvage yard.

**SURROUNDING LAND USES (ZONING):**

North- I-1, Light Industrial  
South- I-1, Light Industrial  
East- I-1, Light Industrial  
West- Agriculture, outside city limits

**BACKGROUND**

Mr. Minfarez is requesting this zoning so that he may sell auto parts from salvaged vehicles. Our records indicate that this property was La Curva Body Shop in 1996 and our aerial mapping dated 1997 shows an accumulation of approximately 20 vehicles parked in the back lot. 1999 is the first year that we have record of La Bodega mechanic and body shop at this address. Aerial mapping dated 2003 shows an accumulation of approximately 94 vehicles in the back lot and 14 cars parked in the front lot. Our most current mapping dated 2005 shows approximately the same number of vehicles as in 2003.

**ANALYSIS**

Body shops and mechanic garages are allowable uses in the Light Industrial zoning district. The accumulation of more than 3 inoperable vehicles for a period exceeding 30 days is considered a junk yard and not allowed in the Light Industrial zone. Junk, scrap or salvage yards are allowed only in the I-2, Heavy Industrial Zone. The nearest I-2, Heavy Industrial zone is at the very south end of Second Ave. on the east side where Broce Broom Manufacturing is located.

**RECOMMEDATION**

Development Services staff recommends that the Zoning Board deny or at least table this request for further study. I am concerned that if this is rezoned to I-2, Heavy Industrial, there are other uses that may have a worse effect on the surrounding properties than just a salvage yard. I might suggest that we look into creating a conditional use ordinance for salvage operations in the Light Industrial zoning district. This would establish specific criteria for this type of use and would be subject to a public hearing and final decision by the Board of Zoning Appeals. If and when a salvage operation closes down then it would revert to the original uses unless another conditional use is requested.

**ORDINANCE NO. 3502**

**AN ORDINANCE AMENDING THE YEAR 2000 DODGE CITY ZONING  
ORDINANCE TO ADD AUTOMOBILE SALVAGE YARDS AS A  
CONDITIONAL USE IN THE I-1, LIGHT INDUSTRIAL DISTRICT**

**WHEREAS**, the Dodge City Zoning Board conducted a duly advertised public hearing on November 30, 2010 to consider permitting as a conditional use automobile salvage yards in the I-1, Light Industrial zoning districts; and

**WHEREAS**, upon finding that this proposed amendment is consistent with the adopted Comprehensive Plan, the Zoning Board recommends approval of such amendment;

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

**SECTION 1:** That the Year 2000 Dodge City Zoning Ordinance (Ordinance No. 3267) is amended by adding the following section to Article XII.3:

GG. Automobile Salvage Yard

The following standards shall apply to salvage yards for the purpose of dismantling or sale of parts from used automobiles, known as the automobile salvage business. Junk yards and scrap dealers will still be regulated under the Dodge City Municipal Code.

1. Permitted Districts: Automobile Salvage Yards may be permitted as a conditional use in the I-1, Light Industrial district. (as of right in the I-2 district)
2. Separation from Residential: No Automobile Salvage Yard shall be located within 300 feet on an R-S, R-1, R-2 or R-3 zoning district.
3. Screening: The operation shall be conducted wholly within a non-combustible building or within an area surrounded on all sides by a fence or wall at least six feet in height. The fence or wall shall be of uniform height, uniform texture and color, and shall be so maintained by the proprietor as to insure maximum safety to the public, obscure the salvage from normal view of the public, and preserve the general welfare of the neighborhood. The fence or wall shall be installed in a way that retains all salvage materials within the yard. All salvaged materials shall be piled or stored so that they are not visible from outside the fenced in area and do not exceed the height of the enclosing fence or wall.
4. Loading/Unloading: No salvage shall be loaded, unloaded, or otherwise placed either temporarily or permanently outside the enclosed building, fence, or wall, or within the public right-of-way.

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

**PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR  
SESSION AND APPROVED BY THE MAYOR, THIS TWENTIETH DAY OF  
DECEMBER, 2010.**

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E. KENT SMOLL, MAYOR

ATTEST:

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NANNETTE POGUE, CITY CLERK

## Memorandum

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Dennis Veatch*

*Date: December 9, 2010*

*Subject: 10-20 Ziegler Rezoning*

*Agenda: Ordinance No. 3503*

**Recommendation:** The Dodge City Zoning Board recommends approval of this Zoning Ordinance.

**Background:** Phillip and Trisha Ziegler are requesting this rezoning amendment for the purpose of building a Funeral Home with crematory services. The property was annexed and approved by the City Commission on October 18, 2010.

**Justification:** The Comprehensive Plan indicated that this site is located in a High Accessibility area. Land in this area should be used for activities generating employment, high volumes of visitor traffic, and/or frequent truck trips. Such uses include offices, housing, public and semi-public (schools, parks, churches, etc.)

**Financial Considerations:** None

**Purpose/Mission:** To promote and develop new growth.

**Legal Considerations:** None

**Attachments:** Ordinance No.3503, Development Services Report and map showing proposed rezoning

**CITY OF DODGE CITY  
DEVELOPMENT SERVICES REPORT  
CASE NO. 10-20**

**APPLICANT:** Phillip Ziegler and Trisha Ziegler

**REQUEST:** Zoning Map Amendment, from R-S, Residential Suburban to C-O, Commercial Office.

**SURROUNDING LAND USES (ZONING):**

North- Agricultural

South- Agricultural

East- Agricultural

West- Agricultural

**BACKGROUND**

Phillip and Trisha Ziegler purchased this property from the Catholic Diocese of Dodge City for the purpose of building a Funeral Home with crematory services. They filed a petition to have this property annexed into the city limits of Dodge City. The annexation ordinance was approved by the City of Dodge City Governing Body on October 18, 2010. With this annexation the zoning designation was designated as R-S, Residential Suburban.

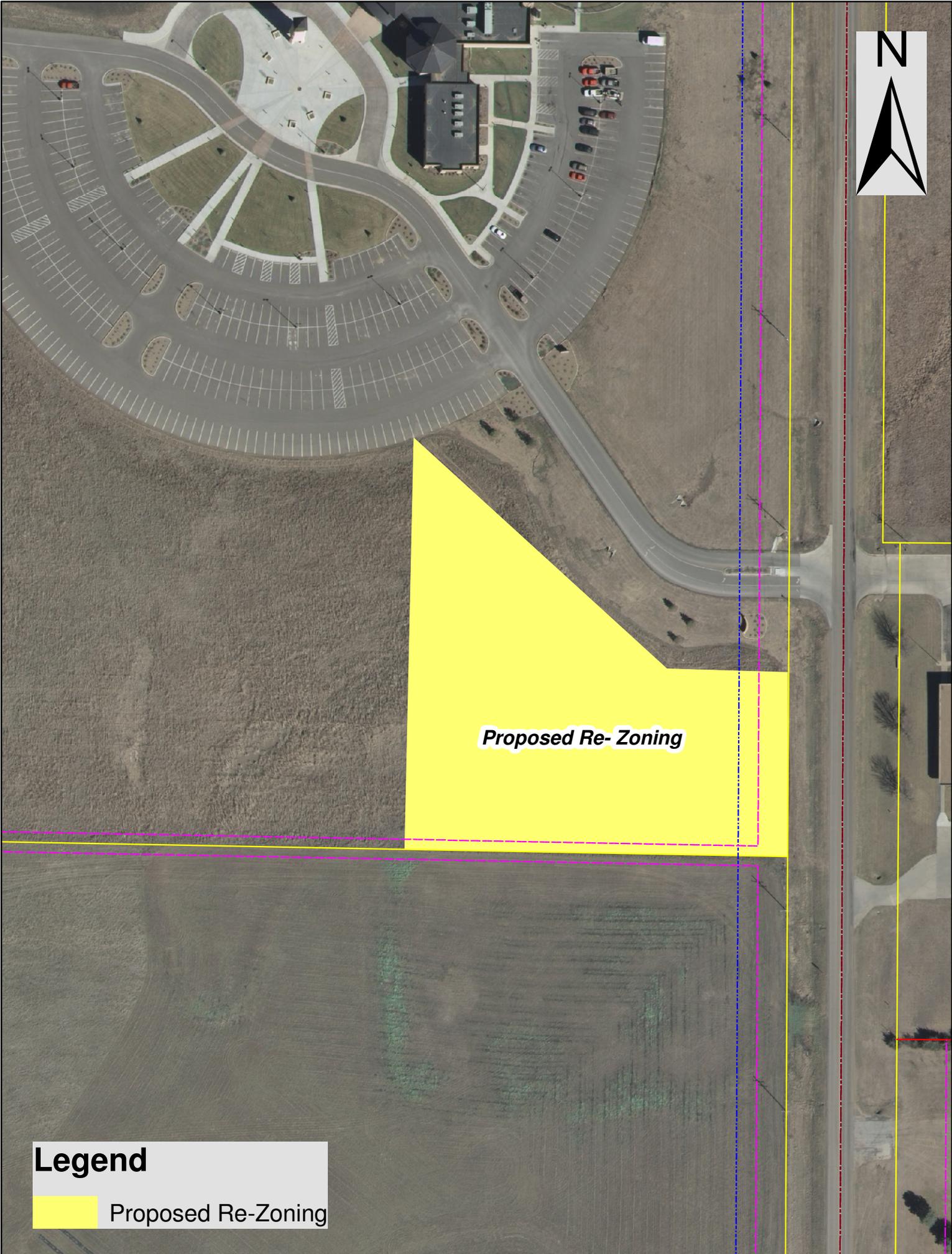
**ANALYSIS**

The Comprehensive Plan indicates that this site is located in a High Accessibility Corridor Category I area.

Land in the High Accessibility Corridor should be used for activities generating employment, high volumes of visitor traffic, and/or frequent truck trips. Such uses include offices, housing, public and semi-public (schools, parks, churches, etc.)

**RECOMMEDATION**

Development Services staff recommends that the Zoning Board **approve** this application.



*Proposed Re-Zoning*

**Legend**

 Proposed Re-Zoning

**ORDINANCE NO. 3503**

**AN ORDINANCE REZONING A TRACT OF LAND SOUTH OF  
THE CATHOLIC CHUCH ON THE WEST SIDE OF  
FOURTEENTH AVENUE FROM R-S, RESIDENTIAL SUBURBAN  
TO C-O, COMMERCIAL OFFICE.**

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

**SECTION 1:** The following described real property located in Dodge City, Ford County, Kansas is hereby rezoned from R-S, Residential Suburban to C-O, Commercial Office:

That part of Lot 1, Block 1, Final Plat of Church Subdivision, Ford County, Kansas, described as follows: Beginning at the Southeast corner of said Lot 1; thence on the platted bearing of North 89 degrees 52 minutes 40 seconds West, along the South line of said Lot 1, for a distance of 374.24 feet; thence on a bearing of North 00 degrees 07 minutes 20 seconds East for a distance of 415.64 feet; thence on a bearing of 47 degrees 41 minutes 17 seconds East for a distance of 326.15 feet; on a bearing of South 89 degrees 42 minutes 28 seconds East for a distance of 130.05 feet to the East line of said Lot 1; thence on a bearing of South 00 degrees 36 minutes 49 seconds East, along said East line, for a distance of 196.23 feet to the point of beginning, containing 2.29 acres.

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

**PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR  
SESSION AND APPROVED BY THE MAYOR, THIS TWENTIETH DAY OF  
DECEMBER, 2010.**

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E. KENT SMOLL, MAYOR

ATTEST:

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NANNETTE POGUE, CITY CLERK

## Memorandum

*To: City Commissioners  
Ken Strobel, City Manager*

*From: Joseph E. Finley, P.E.  
Director of Engineering Services*

*Date: December 13, 2010*

*Subject: Setting the Speed Limits on US Hwy 50 East  
City Limits to West City Limits*

*Agenda Item: Ordinances and Resolutions*

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**Recommendation:** Approve Ordinance 3504 as submitted.

**Background:** Recently the Kansas Department of Transportation performed a traffic study as a part of another traffic impact study being done at Fairway Drive and US Hwy 50. As a result, KDOT recommends lowering the speed limit within the City limits on US Hwy 50 from 45 mph to 40 mph. Their traffic study shows that 85% of the traveling public is below 45 mph and the average pace speed is 38-39 mph.

**Justification:** Setting appropriate speeds to encourage drivers to obey the posted speed limits. Drivers tend to travel at the speed they feel most comfortable. As indicated by the traffic study, 90% of the public is traveling between 33-44 (pace speed), of that 90% traveling public, 85% is traveling 41.9 – 42.9 mph. KDOT has jurisdiction to set the speeds limits on State Highways. This ordinance gives the City the right to enforce the speed limits and impose fines for violations.

**Financial Considerations:** KDOT will erect all necessary signage so the only cost will be in publishing the ordinance.

**Purpose/Mission:** Provides safe speeds for the traveling public on City Streets.

**Legal Considerations:** None

**Attachments:** Ordinance No. 3504

**ORDINANCE NO. 3504**

**AN ORDINANCE ESTABLISHING A MAXIMUM SPEED LIMIT ON U.S. 50 WITHIN THE CITY LIMITS AT 40 MILES PER HOUR AND REPEALING CONFLICTING ORDINANCES OR PARTS OF ORDINANCES AND PROVIDING PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE.**

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

**Section 1:** Repeal Ordinance No. 258 duly adopted on the 1<sup>ST</sup> day of February, 1982 in its entirety.

**Section 2:** The maximum speed limit on U.S. Highway 50 within the city limits of the City of Dodge City is established at 40 miles per hour as recommended by the Kansas Department of Transportation.

**Section 3** Any person convicted of a violation of the provisions of this ordinance shall be subject to penalties provided by Chapter I, Section 1-116 of the Code of the City of Dodge City.

**Section 4:** This ordinance shall take effect following its publication in the official City newspaper as provide by law, and after posting of the appropriate signs advising the motoring public of the provisions of this ordinance.

Passed by the Governing Body of the City of Dodge City and approved by the Mayor, this 20<sup>th</sup> day of December, 2010.

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E. KENT SMOLL, MAYOR

ATTEST:

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NANNETTE POGUE, CITY CLERK

## Memorandum

*To:* City Commissioners  
*From:* Brad Ralph  
City Attorney  
*Date:* December 17, 2010  
*Subject:* Truck Route  
*Agenda Item:* Ordinance

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**Recommendation:** Staff recommends the approval of Ordinance No. 3505 relating to the amendment of Ordinance 2812 and amendment of Chapter 14, Section 2 of the City of Dodge City Municipal Code and establishing a truck route

**Background:** With the completion of Wyatt Earp and the South Bypass, staff has worked to make necessary amendments to the pertinent ordinances and areas in the City Code in order to establish an enforceable regulation and practical route to direct heavy truck traffic around the community. Staff had two separate meetings with various firms that both provide trucking services and utilize trucking services in order to come up with a workable solution which would direct truck traffic away from Wyatt Earp and other general residential streets.

**Justification:** In order to ensure safety on major corridors and prolong the life of our street infrastructure throughout the community, while continuing to provide a route for heavy truck traffic to access necessary local businesses.

**Financial Considerations:** The significant cost to this Ordinance will be the necessary signage required to properly direct truck traffic to the established route. Staff is working with the State and County to secure any potential funds which may assist us with this cost.

**Purpose/Mission:** We are endeavoring to provide a safe and longer lasting infrastructure network, by directing heavy truck traffic to routes that protect our citizens and infrastructure.

**Legal Considerations:** This Ordinance will not be published and therefore will not go into effect until the proper signage is in place.

**Attachments:** Ordinance No. 3505

**ORDINANCE NO. 3505**

**AN ORDINANCE RELATING TO TRAFFIC AND TRUCK ROUTES IN THE CITY OF DODGE CITY; AMENDING ORDINANCE NO. 2812 AND AMENDING CHAPTER 14, SECTION 2 OF THE CITY OF DODGE CITY MUNICIPAL CODE**

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

**Section 1:** The provisions of Section 1 of Ordinance No.2812 and Article 14-217 of the City of Dodge City Municipal Code are hereby deleted and the following inserted in lieu thereof:

14-217 TRUCK; WEIGHT. It shall be unlawful for any vehicle having a licensed or registered gross vehicle weight of more than twenty-four thousand (24,000) pounds to enter upon or to be operated upon any street or alley within the city except on the following roadways:

US283/US56 from US400 to Highway Business 50/56 (commonly referred to as the overpass road); and,

Trail Street from the junction of US283/US56/US400 west to Juneau Avenue; and,

US50 from the western city limits to the eastern city limits.

**Section 2:** The provisions of Section 2 of Ordinance No. 2812 and Article 14-218 of the City of Dodge City Municipal Code are hereby deleted and the following inserted in lieu thereof:

14-218 SAME; APPLICATION. The provisions of section 14-217 shall not be applicable to those vehicles engaged in repairing, maintaining, or constructing streets, alleys, utility services, conducting refuse and solid waste collections, or other city-owned vehicles. Further, the provisions of 14-217 shall not be applicable to those vehicles carrying goods, wares, merchandise, or other articles to and/or from any house, residence or business establishment within the city, nor shall the provisions of 14-217 be applicable to vehicles in the process of obtaining fuel, maintenance or repairs, provided all such vehicles take the most direct route to and from said locations on the routes designated in section 14-217.

**Section 3:** The provisions of Section 3 of Ordinance No. 2812 and Article 14-219 of the City of Dodge City Municipal Code are hereby deleted and repealed.

**Section 4:** The provisions of Section 4 of Ordinance No. 2812 and Article 14-220 of the City of Dodge City Municipal Code are hereby deleted and the following inserted in lieu thereof:

14-220 SAME; SIGNAGE. The streets designated in section 14-217 shall be properly identified and posted as truck routes within the city.

**Section 5.** EFFECTIVE DATE. This ordinance shall be effective following publication in the Dodge City Daily Globe.

**ADOPTED** by the Governing Body of the City of Dodge City and approved by the Mayor this 20<sup>th</sup> day of December, 2010.

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E. Kent Smoll, Mayor

ATTEST:

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Nannette Pogue, City Clerk

## Memorandum

To: City Manager  
Assistant City Manager  
City Commissioners

From: Paul Lewis 

Date: December 15, 2010

Subject: Approval of Mower Bids

Agenda Item: New Business

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**Recommendation:** Staff recommends accepting the low net bid of \$39,105.62 provided by Van Wall Equipment for the purchase of a wide area rotary mower for the Athletic Field Maintenance division.

**Background:** Bids were opened on Tuesday, Dec. 14<sup>th</sup> for a wide area mower for use by the Athletic Field Maintenance Division. Four vendors responded to the request and a tabulation of the bids received is attached with this memo.

The low net bid was provided by Van Wall Equipment for a John Deere 1600 Series II machine. The net bid includes the trade in of a 1998 Toro mower currently used by AFM for grounds maintenance.

**Justification:** This mower will replace the existing mower which has over 3400 hours. This mower operates on virtually a daily basis during the mowing season and is used to maintain four sports complexes comprising 20 athletic fields and supporting areas.

**Financial Considerations:** This piece of equipment is budgeted in the 2010 AFM capital equipment budget in the amount of \$45,000. Sufficient funds for this purchase are available in that budget.

The existing Toro mower has been utilized beyond its normal expected life and is beginning to accrue significant costs to keep it functioning making replacement the more appropriate option.

**Purpose/Mission:** Purchase of this mower supports the division's core value of Working Towards Excellence by providing appropriate and good quality equipment necessary to maintain athletic fields at a level expected by citizens and guests.

**Legal Considerations:** None.

**Attachments:** Bid Tabulation

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**Dodge City Parks & Recreation  
Bid Tabulation**

**Front Deck Rotary Mower**

**December 14<sup>th</sup>, 2010**

<b>Bidder</b>	<b>Make/Model</b>	<b>Addendum</b>	<b>Base Bid</b>	<b>Trade-In</b>	<b>Net</b>
Van Wall Equipment	John Deere 1600 Series II	n/a	41,605.62	2,500.00	39,105.62
Professional Turf Products	Toro GM 4100D	n/a	44,133.00	4,133.00	40,000.00
Kansas Golf & Turf	Jacobsen R311-T	n/a	50,300.00	7,000.00	43,300.00
Unruh-Foster Inc.	John Deere 1600 Series II	n/a	45,387.00	1,500	43,887.00

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## Memorandum

*To: Ken Strobel, City Manager*  
*From: Joseph E. Finley, P.E.*  
*Director of Engineering Services*  
*Date: December 13, 2010*  
*Subject: Scope Change #1*  
*Water Reclamation Plant*  
*Agenda: New Business*

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**Recommendation:** Approve Scope Change #1 as submitted.

**Background:** The City chose to use a design build approach to complete the design and construction of the reclamation plant. During several of our preconstruction meetings, it became apparent to all involved that it would be beneficial to all to construct the necessary reuse water lines and holding pond at this time and not have to remobilize. In addition, the pipes used to transport the water to the pond also need to be installed into the treatment works at this time to insure clearance and compatibility with existing equipment.

**Justification:** Approval of this scoping change is necessary to provide payment to the contractor for work completed. In addition, the City cannot be reimbursed for this work until a change is approved.

**Financial Considerations:** Approval of this scoping change will result in an increase of \$715,000 to UCI's contract. \$100,000 of this change is for a contingency allowance that will only be used if necessary to cover unforeseen problems or if we desire to upgrade pumps, piping or add additional items not covered in the scoping change.

**Purpose/Mission:** By approving the scoping change, the city will be meeting our financial obligation to the contractor and insure that the City can obtain the necessary reimbursements from the State of Kansas.

**Legal Considerations:** The City will be obligated to make payments to UCI for work completed under this scoping change.

**Attachments:** Scope Change No. 1

## SCOPE CHANGE No. One (1)

Effective Date: December 8, 2010	Date of Issuance: December 8, 2010
Project: Water Reclamation Facility	Owner: City of Dodge City, KS
Contract: KWPCRF C20-1792-01	Date of Contract: November 23, 2009
Contractor: UCI	Engineer's Project No: PEC 34-08827-002-1009

**The following changes are hereby made to the CONTRACT DOCUMENTS:**

**Justification:**

Enhancements to the WWTP project occurred between the 30% GMP design document and the 100% design which were above and beyond the original scope of the 30% GMP. Enhancements included architectural, mechanical and electrical upgrades. A complete accounting of the enhancements is available from City staff in the GMP management book. Please reference Exhibit "A" for more information

All enhancements will improve the quality and functionality of the treatment plant providing greater performance and treatment capabilities for the owner.

**CHANGE to CONTRACT PRICE**

Original CONTRACT PRICE:	\$15,670,000.00
Current CONTRACT PRICE (as adjusted by previous SCOPE CHANGES):	\$0.00
Increase in CONTRACT PRICE as of this SCOPE CHANGE:	\$715,000.00
The new CONTRACT PRICE incorporating this SCOPE CHANGES:	\$16,385,000.00

**CHANGE to CONTRACT TIME:**

Substantial Completion date:	<u>September 1, 2011</u>
Final Acceptance date:	<u>October 1, 2011</u>
The CONTRACT TIME (as adjusted by previous SCOPE CHANGES):	
Substantial Completion date:	<u>September 1, 2011</u>
Final Acceptance date:	<u>October 1, 2011</u>
Increase in CONTRACT TIME as of this SCOPE CHANGES:	
Substantial Completion date:	<u>No change</u>
Final Acceptance date:	<u>No change</u>
Contract TIMES with all approved SCOPE CHANGES:	
Substantial Completion date:	<u>September 1, 2011</u>
Final Acceptance date:	<u>October 1, 2011</u>

<p>RECOMMENDED:</p> <p>By: _____          Engineer (Authorized Signature)</p> <p>Date: _____</p> <p>Approved by Funding Agency:</p> <p>_____</p>	<p>ACCEPTED:</p> <p>By: _____          Owner (Authorized Signature)</p> <p>Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____          Contractor (Authorized Signature)</p> <p>Date: _____</p> <p>Date: _____</p>
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## Memorandum

*To: Ken Strobel, City Manager*  
*From: Joseph E. Finley, P.E.*  
*Director of Engineering Services*  
*Date: December 13, 2010*  
*Subject: Scope Change #2*  
*Water Reclamation Plant*  
*Agenda: New Business*

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**Recommendation:** Approve Scope Change #2 as submitted.

**Background:** The City chose to use a design build approach to complete the design and construction of the reclamation plant. During our original scoping of the project, UCI believed the plant would not be completed until September 2011. However, it appears that the plant will be completed sometime this spring. Unfortunately, the pipes necessary to bring the untreated water to the plant will not be completed this soon. The bigger issue is the completion of the pump station necessary to convey water to the treatment plant. Because of the large lead-time to order, build and deliver the equipment, staff along with PEC and UCI looked at how we might be able to speed this process along. The idea of completing this part of the project under a negotiated contract with UCI was approved. We may still have some delays in starting the plant, but this option will allow us to start work much quicker.

**Justification:** By using this approach, the most time sensitive part of the project will be completed quicker than our traditional method of bidding will allow. We have a good working relationship with UCI and are confident in their abilities. By adjusting their contract to perform this work, not only will the City save on mobilization costs, UCI is very aware of the schedule for completion and will be very motivated to finish this project on or ahead of schedule.

**Financial Considerations:** Approval of this scoping change will result in an increase of \$1,640,600 to UCI's contract. UCI will still be required to solicit bids for any work or equipment they do not perform or provide. We will be able to see exactly what is being spent and any savings will go to the City as cost reductions.

**Purpose/Mission:** By utilizing this approach, the project will stay on schedule and a very capable contractor will be employed to do the work.

**Legal Considerations:** The City will be obligated to make payments to UCI for work completed under this scoping change.

**Attachments:** Scope Change No. 2

## SCOPE CHANGE No. Two (2)

Effective Date: December 8, 2010	Date of Issuance: December 8, 2010
Project: Water Reclamation Facility	Owner: City of Dodge City, KS
Contract: KWPCRF C20-1792-01	Date of Contract: November 23, 2009
Contractor: UCI	Engineer's Project No: PEC 34-08827-002-1009

**The following changes are hereby made to the CONTRACT DOCUMENTS:**

Justification:

Work on the new WWTP has progressed at a faster rate than anticipated and is expected to reach completion in early March. The Off-Site Pump Station and Force Main project is critical to start up at the WWTP as it provides incoming sewage flows. Due to issues with right of way acquisition and easements, the Off-Site Pump Station and Force Main project could not begin as anticipated. The combination of the WWTP finishing earlier than planned and the Off-Site Pump Station starting later than planned has created the need to look at alternate delivery methods to begin construction.

City staff has worked with UCI (contractor) to develop costs for the Off-Site Pump Station and Force Main project along with proposed schedules for the project based upon negotiating the project and traditional bid build. It has been determined negotiating the project with UCI can benefit the city by eliminating several months off the construction schedule. Additional advantages are also realized by utilizing UCI as the contractor for both projects as they become integral to each other for operation and maintenance items.

Please reference Exhibit "A" for a complete listing of scope changes associated with scope change #2.

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**CHANGE to CONTRACT PRICE**

Original CONTRACT PRICE:	\$15,670,000.00
Current CONTRACT PRICE (as adjusted by previous SCOPE CHANGES):	\$16,385,000.00
Increase in CONTRACT PRICE as of this SCOPE CHANGE:	\$1,640,600.00
The new CONTRACT PRICE incorporating this SCOPE CHANGES:	\$18,025,600.00

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**CHANGE to CONTRACT TIME:**

Substantial Completion date: September 1, 2011  
Final Acceptance date: October 1, 2011

The CONTRACT TIME (as adjusted by previous SCOPE CHANGES):

Substantial Completion date: September 1, 2011  
Final Acceptance date: October 1, 2011

Increase in CONTRACT TIME as of this SCOPE CHANGES:

Substantial Completion date: No change  
Final Acceptance date: No change

Contract TIMES with all approved SCOPE CHANGES:

Substantial Completion date: September 1, 2011  
Final Acceptance date: October 1, 2011

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RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Funding Agency:

\_\_\_\_\_

Date: \_\_\_\_\_

## Memorandum

*To: City Commissioners*  
*From: Cherise Tieben, Asst. City Manager*  
*Date: December 17, 2010*  
*Subject: Memorandum of Understanding*  
*Agenda Item: New Business*

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**Recommendation:** Staff recommends the approval of the Memorandum of Understanding between the City of Dodge City and FOP Lodge #49.

**Background:** This contract will be the 4<sup>th</sup> contract negotiated with the Lodge since August of 2004. It reflects very little change from the 2008-2010 contract, what changes do exist are subtle and were either technical in nature or were agreed upon in order to better reflect the amendments that were made to the overall Personnel Policies Manual for all employees. The attached contract does not reflect a change in pay scales, it simply allows for a 2.5% step increase for qualified officers in the year 2011. The contract is a one year contract, as requested salary increases could not be justified by administration. In 2011, staff will complete a salary survey in house which will be used in the 2012 contract negotiations.

**Justification:** To fulfill our obligations under the PEER Act by negotiating with authorized unions such as the FOP Lodge #49.

**Financial Considerations:** None, as appropriate funds were provided for in the 2011 budget process.

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

**Legal Considerations:** N/A

**Attachments:** Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF DODGE CITY, KANSAS**

**And**

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

**(01/01/11 – 12/31/11)**

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## **DEFINITIONS**

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

Chief: The Chief of Police

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

City: The City of Dodge City, Kansas

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

Immediate Supervisor: the person directly above the employee in rank

Lodge: The Fraternal Order of Police Lodge #49

Memorandum: This Memorandum of Understanding

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

Department: The Dodge City Police Department

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

## **MEMORANDUM OF UNDERSTANDING**

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

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

### **Article 1 - RECOGNITION OF EMPLOYEE ORGANIZATION**

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

- A. Direct the work of the employees;
- B. To determine the services and level of services to be offered by the City;
- C. To determine the number of employees required;
- D. To schedule overtime as determined necessary;
- E. To lay off, terminate, or otherwise relieve employees 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 membership in the Lodge or his 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 non-membership in the Lodge. The City and the Lodge will fully comply with applicable laws and regulations regarding discrimination against any employee due to such person's race, color, creed, religion, national origin, sex, age, or disability.

## **Article 4 - LODGE STATUS AND RIGHTS**

### **Section 4.1 - Rights of Representation**

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

Members of the employee unit will generally refrain from directly or indirectly contacting any member of the Governing Body of the City for the purpose of discussing, influencing, or attempting to change any condition of employment pertaining to the employees or employee organization 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 employees 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**

**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**

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

#### **Section 4.8 - Steward's Responsibility**

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 employee 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 employees 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 departmental 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**

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

## **Section 5.1 - Classification List**

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

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

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

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

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

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

## **Article 6 - PROBATIONARY PERIODS**

### **Section 6.1 - New Hire Probation**

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

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

### **Section 6.2 - Promotional Probation**

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

### **Article 7 - SENIORITY**

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 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 employee who has resigned is rehired in the department within 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 employee shall be placed on probation for a period of ninety (90) days. The employee will not be eligible for specialty assignment or division until the employee has completed the ninety (90) day probationary period. Upon successful completion of the probationary period, the employee 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 Resources Director shall govern.

### **Section 7.1 - Seniority Rosters**

The Lodge will be provided with an up-to-date seniority roster containing names, length of service, Bureau and rank of each officer represented by the Lodge. This seniority roster will be provided to the Lodge and will be posted no later than fifteen (15) calendar days prior to the opening of the bid period in January. In the event an officer believes an error has been made as to his position on the seniority

roster, he shall have ten (10) calendar days after the roster is posted to file his 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**

The normal work week in the Patrol Bureau, exclusive of Officers on special assignment, such as, warrant officer, Dare Officers and school resource officers, shall consist of three (3) twelve (12) hour days of work with four (4) days off during the calendar week. Officers in the Patrol Bureau will work one twelve (12) hour "payback" day for any three (3) calendar week period. The "payback" day will be designated for Sunday.

#### **8.1. (a) – Special Assignment**

The normal work week for those on special assignment, such as Warrant Officer, Dare Officers and the School Resource Officers shall be established by the Chief of Police in conjunction with the coordinating organization.

### **Section 8.2 - Detective Bureau**

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**

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**

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 and/or his designee based on previous stated qualifications. An officer, who has his bid position changed, shall receive an explanation from the Chief and/or his designee, with notification sent to the Lodge that such explanation was given. Any member of the bargaining 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 on June 1<sup>st</sup> and December 1<sup>st</sup> and will be made effective the first full shift of the first new pay period of January and July respectively.

### **Section 9.2 - Assignment out of Rank**

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

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

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

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

**9.3 Rotating Detective:** The party's recognize the need for officers to continue improving their ability to perform their current job assignments and prepare them

for promotional opportunities. When in the sole judgment of the Chief existing circumstances allow, a rotating detective position will be implemented to help achieve this goal.

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

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

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

## **Article 10 - TRANSFERS**

### **Section 10.1 - Personal Requests**

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

## **Section 10.2 - Departmental Transfers**

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

- Providing adequate police services;
- Inability to perform assigned duties;
- Inability to successfully complete training requirements of his position;
- Inability to function within a given area without an unusual incidence of founded complaints.

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

## **Section 10.3 - Promotions**

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

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

## **Article 11 - ACCIDENT REVIEW**

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

The Departmental “Accidents Involving Police Vehicles” procedures shall not be changed except following consultation between the City and the Lodge. In the event either party proposes to change such procedures, the City agrees to name three representatives to sit with three 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**

### **Section 12.1 - Purpose**

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**

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**

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**

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 of Police, the City Manager, upon the written order of a court of competent jurisdiction or as required under the Kansas Open Records Act. All closed internal investigations files shall be retained as required by state and federal law and held in a confidential file in the office of the Director of Human Resources. Only investigation records which resulted in disciplinary action will be placed in the employees personnel file in the Human Resources Office.

#### **Section 12.5 – Officer's Rights During an Investigation**

When conducting an investigation of any complaint or allegation the designated investigator as provided in 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 or her conduct in response to a complaint or allegation. If the officer at any time has a reasonable belief that disciplinary action against the officer may result from what he/she says, the officer has a right to request that the Lodge Steward be present during the interview. The officer may make the request for the Lodge Steward at anytime before or during the interview and may not be disciplined for making the request.

Once a request is made for the presence of a Lodge Steward, the investigator may either (1) grant the request and delay or reschedule the questioning until the Lodge Steward arrives and has an opportunity to consult privately with the officer, or (2) deny the request and end the interview immediately, or (3) give the officer the

choice of either (a) having or completing the inquiry or interview without the presence of the Lodge Steward or (b) ending the inquiry or interview. If the investigator denies the request for the presence of the Lodge Steward and continues to ask questions the officer may refuse to answer and may not be disciplined for such refusal.

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

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

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

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

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

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

- E. The interview/ shall be at a reasonable hour, preferably just before or after the officer is on duty, unless the circumstances of the investigation dictate otherwise.
- F. The interview/ shall take place at a location designated by the investigating officer which shall normally be at the police facility or other City office.
- G. Upon request the officer shall be informed of the title and name of the investigator and the identity of all persons present during the interview.
- H. The officer shall not be subjected to any offensive language, coercion, or promise of reward as inducement to answer questions. Nothing herein is to be construed as to prohibit the investigator from informing the officer that his/her conduct or refusal to answer question or cooperate in the investigation may become the subject of disciplinary action.
- I. The complete interview shall be recorded mechanically. There shall be no “off-the-record” conversation except by mutual agreement. All recesses called during the interview shall be noted in the record.
- J. The officer may request to be given a copy of any audio/visual recording made of the interview. The officer will reimburse the department for the cost of the tape. The request must be made within seventy-two hours of the interview.

## **Section 12.6 – Other Rights and Responsibilities of Officers**

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

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

**12.6. (c) Polygraph/CVSA Examinations** - Upon the order of the Chief of Police, officers shall submit to polygraph or CVSA examinations when the examinations are specifically directed and narrowly related to a particular investigation being conducted. Whenever a complaint from a citizen is the

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

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

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

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

### **Section 12.7 – Notification of the Results of an Investigation**

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**

### **Section 13.1 - Disciplinary Actions**

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

The City reserves the right to, "with just cause" as defined herein, discharge, suspend or otherwise discipline officers for violations of City and/or Department rules and regulations or other misconduct; provided however the City may discharge or otherwise discipline an officer who is within his/her new hire probationary period, at any time and without compliance with the procedures set out below. All actions to terminate officers shall require the approval of the Director of Human Resources of the City.

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 designee.

### **Section 13.2 – Disciplinary Conference**

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 Lodge 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 24 hours; the Chief will not unreasonably deny the request.

B. At the time of the conference, the officer and/or the lodge 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 lodge steward shall be placed in the disciplinary file.

Within seventy-two hours (exclusive of Saturdays, Sundays and/or recognized City Holidays) of the close of the disciplinary conference, the Chief or his designee shall either, 1) provide the officer the written decision of the disciplinary action to be imposed, if any, or 2) advise the officer in writing that the matter is under advisement and that additional information is being gathered in response to the officer's statements at the time of the conference. An officer shall have twenty – four (24) hours to provide a written rejection of an agreement to extend the time for additional consideration or investigation. If a written rejection is filed by the officer, the person initiating the discipline shall provide a written decision within seven (7) calendar days of the close of the disciplinary hearing. The failure of the officer to attend the disciplinary conference shall constitute the officers agreement with and consent to the disciplinary action as described in the conference report as provided in subsection 13.2 - A, and forfeits the right of further appeal.

### **Section 13.3 - Penalties**

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 of Police 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 - Appeal (Administrative Review)**

Upon receipt of the Chief's written decision, a non- new hire probationary officer may appeal such decision to the Director of Human Resources (Director) by filing a written notice of appeal with the Director within seven (7) calendar days of receipt of the Chief's written decision. The notice of appeal shall set forth in detail the reasons for the officer's appeal of the Chief's decision as well as any controverted facts and/or interpretations of policy and the officer's description of appropriate disciplinary action, if any.

Upon personal receipt of a disciplinary appeal, the Director shall have fourteen (14) calendar days to review all documentation regarding the action and may conduct such additional investigation as the Director deems appropriate or necessary to render a final decision. As part of the disciplinary appeal the Director shall afford the officer who is the subject of the disciplinary action a personal interview at a date and time established by the Director. The officer shall be notified of the meeting in writing at least twenty-four (24) hours in advance unless a shorter time frame is agreed to by the officer. A Lodge Steward may accompany the officer at the interview if the officer so desires.

All appeal proceedings shall take place outside the normal working hours of the officer, unless agreed to by both parties. If proceedings occur during normal working hours of the officer, the officer shall be in pay status.

Following a review of the matter, the Director will issue a final decision in writing, which shall be submitted to the officer with a copy to the Lodge President and the Chief. The Director may request an extension of up to an additional fourteen (14) calendar days, which request shall not be unreasonably withheld. Unless an extension has been granted, if a final decision is not rendered within fourteen (14) calendar days of the Director's personal receipt of the appeal, the appeal shall be found in the officer's favor. A copy will be included in the officer's personnel file.

### **Section 13.5 – Review of Director of Human Resources Decision**

Upon receipt of the Director's final disciplinary decision, if the officer believes the decision to be arbitrary, capricious, unwarranted or unreasonable under the circumstances and the disciplinary action involves actually served suspension without pay of nine (9) days or less the officer may appeal the Director's decision to the City Manager, by filing a written request for review with the Director within five (5) calendar days (exclusive of Saturdays, Sundays or City recognized Holidays) of receipt of the Director's final decision. The officer's appeal 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. The City Manager shall issue a final determination of the disciplinary action within ten (10) calendar days (exclusive of Saturdays, Sundays or City recognized Holidays) of receipt of the officer's request.

If the final disciplinary action involves actually served suspension without pay of nine (9) days or less, but the final disciplinary action is beyond the penalty guidelines established in Regulation 2.2 of the Dodge City Police Department Policy and Procedures Manual, then in such event the officer may request review of the decision by advisory arbitration by following the procedure as provided in the following paragraph.

Upon receipt of the Director's final disciplinary decision, if the officer believes the decision to be arbitrary, capricious, unwarranted or unreasonable under the circumstances and the disciplinary action involves actually served suspension without pay of ten (10) days or more, demotion or dismissal, the officer may either (1) request review by the City Manager as provided above, thereby waiving the officer's right to request advisory arbitration or (2) file an application with the Lodge for the Lodge to request review of the decision by an advisory arbitrator. The officer's application 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. A copy of the application will be provided to the Director. Within ten (10) days of receipt of the officer's application, if the Lodge agrees the decision should be submitted for advisory arbitration, the Lodge shall file with the Director a written request for such advisory arbitration. If no such request for review is filed, the Director's decision is deemed final and no further appeal under this procedure may be taken.

### **Section 13.6 – Advisory Arbitration**

Upon receipt of the request from the Lodge for advisory arbitration, the Director shall request the appointment of an Arbitrator to review the Director’s decision and issue a non-binding advisory opinion as to whether the Director’s decision constitutes “just cause” as defined in Section 13.1 above.

The Director shall request a listing of five (5) arbitrators from the Federal Mediation and Conciliation Service. Selection of an arbitrator shall be made by alternately striking names until one name remains. The party to strike the first name shall be determined by a coin toss. The arbitrator shall conduct hearings in accordance with the ethical and procedural standards recommended by the American Arbitration Association and upon conclusion of the proceedings issue a non-binding advisory opinion.

Within ten (10) calendar days of the arbitrator’s advisory opinion, the City Manager shall issue a final written decision regarding the disciplinary action which decision may either affirm the original Director’s decision or modify the same as the City Manager deems appropriate in light of the arbitrator’s advisory opinion. The City Manager’s final decision shall be provided to the officer and the Lodge President, and shall be final. Any fees charged by the arbitrator shall be shared equally between the Lodge and the City.

### **Section 13.7 – Court Appeal**

Within thirty (30) calendar days of the City Manager’s final decision as provided in Section 13.6 above, the officer may seek judicial review of the City Manager’s decision by a court of competent jurisdiction, but only after exhausting the administrative review procedures as set forth in Sections 13.4 through 13.6 above.

### **Section 13.8 - Release of Findings**

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

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

### **Section 14.1 –Definitions**

**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**

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

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

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

Step 3: In the event the Director's determination is not acceptable to the grievant, the grievant shall, within five (5) calendar days (exclusive of Saturdays, Sundays and/or recognized City Holidays) of the receipt of the Director's determination, file a written application with the Lodge, for the Lodge to request Grievance Mediation with regard to the Director's decision in Step 2. If the Lodge agrees that the issue should be submitted for Grievance Mediation, the Lodge shall, within five (5) calendar days (exclusive of Saturdays, Sundays and/or recognized City Holidays) of receipt of the grievant's application, file a written request with the Director for Grievance Mediation, which request shall include the Lodge position as to the proper interpretation or application of the provision in question and the reason therefore. Upon receipt of the request from the Lodge for review, the Director shall request the appointment of a Federal Mediation and Conciliation Service (FMCS) mediator to review the Director's decision. Any fees charged by the mediator shall be shared equally between the Lodge and the City. If an agreement is reached through the Grievance Mediation that requires a modification of this Memorandum, the provision as amended shall be immediately incorporated as part of this Memorandum for the remaining term of the Memorandum.

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

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

## **Article 15 - EMPLOYEE LEAVE**

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

### **Section 15.1 - Vacations**

Effective the first payroll of the term covered by this Memorandum, each officer shall be entitled to vacation leave, as follows:

A. From the date of employment, the employee shall accrue 3.077 hours of vacation leave per pay period per year.

B. After 182 pay periods of continuous service with the City, the employee 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 employee shall accrue 6.154 hours of vacation leave per pay period per year.

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

1) one hundred sixty (160) hours for those accruing 3.077 hours of vacation leave per pay period.

2) two hundred (200) hours for those accruing 4.615 hours of vacation leave per pay period.

3) two hundred forty (240) hours for those accruing 6.154 hours of vacation leave per pay period.

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

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

## **Section 15.2 - Sick Leave**

**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 Employees** - 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. 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 disciplinary conference 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 IIP 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.

**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 relative. An employee shall report all instances of this nature requiring absence from work, prior to his or her scheduled work time. Failure to fulfill these requirements may result in a denial of sick leave. ***NOTE:** Relative as applied*

*here shall be those persons in the immediate family, spouse, children, and stepchildren, but also the parents of the employee.*

3) See Section 15.7 concerning use of sick leave while subject to an approved Workers 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 Resources Director 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 employee 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 employee who has exhausted accrued sick leave may be granted additional leave time up to two hundred-forty (240) hours. The employee 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. Employees 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**

**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 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. (b) Holiday and Scheduling** - A request for vacation and holiday leave shall be submitted to the employee's immediate supervisor. Leave may be taken only after approval by the Chief of Police. 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 officers 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 employee terminates after utilizing the benefit of a floating holiday and prior to the actual occurrence of the holiday, the employee'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 employee would have received in the final check.

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

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

#### **Section 15.4 - General Leaves of Absence**

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 employee, 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**

Any full time employee 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 employee to engage in military training.

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

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

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

### **Section 15.7 - Injury Leave**

Officers injured on the job are covered by the Kansas State Worker's Compensation Act. This law provides specific benefits. The employee may be

granted injury leave for the twenty-six (26) weeks of the injury in which the Designated Physician will not allow temporary reassignment to a restricted light duty employment position.

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

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

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

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

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

- A. Paid leave shall not accrue unless the officer works a minimum of forty hours per pay period in a restricted duty capacity.
- B. Insurance premiums typically paid by payroll reduction are the officer's responsibility for payment.
- C. Flexible spending account annual election will be reduced by the biweekly contribution amount for which no withholding is made. If the officer has exhausted the spending account prior to being authorized leave without pay, the City reserves the right to either recalculate the biweekly election amount based on the remaining pay periods in the benefit year after the officer returns to work, or require the officer to reimburse the

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**

Each officer shall have, in the event of a death in his immediate family, three (3) consecutive calendar days off with pay, one (1) of which shall be the day of the funeral. The term "immediate family" shall include the officer's spouse, children, stepchildren, grandchildren, parents, stepparents, grandparents, spouse's grandparents, brother, sister, parents of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or relative living in the officer's home.

In the event of the death of a spouse, child or stepchild the officer shall be allowed five (5) consecutive calendar days of leave.

In the event that the employee must travel out of state, the employee shall be allowed up to two (2) additional days of leave, chargeable to the employee's vacation accrual or sick leave accrual.

### **Section 15.9 – Educational Leave**

Upon satisfactory completion of at least three (3) years of employment with the Department, an Educational Leave of absence without pay may be granted to an employee 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) employee 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 employee on leave and time on such leave shall count towards the employee's Cobra coverage period in the event the employee fails to return to active duty with the Department upon expiration of this leave.

If the employee desires to return to active duty with the Department the employee 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 employee of any vacancies within the Department for which the employee is qualified. If the employee desires to apply for any such vacancy, the employee shall timely file an application which will be considered along with any other applications for the position. If the employee is selected to fill the position, the employee 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 employee 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 employee.

## **Article 16 - COMPENSATION**

### **Section 16.1 - Adoption of Annual Pay Plans**

Appendix IX, attached hereto, sets forth the base pay plan for the period from January 1, 2011 through the date of the expiration of this Memorandum on December 31, 2011.

**16.1.(a) – City Option to Renegotiate** – It is agreed that the pay plans as set forth in Appendix IX, may at the option of the City, be opened for renegotiation in the event any one or more of the following contingencies occur at any time during the term of this Memorandum:

- a. Significant decrease in assessed valuation of the City;
- b. Repeal or significant decrease of local sales and/or state sales tax;
- c. Repeal, or reduction or elimination of any ad valorem tax levy authorized by the state;
- d. Inability to increase revenue available to the City because of State mandated budget limitations.

Upon the occurrence of any one or more of the foregoing contingencies, the City may provide written notification to the Lodge of its option to renegotiate the pay plans reflected in Appendix IX. In the case of such written notification from the City, no anniversary date increases to any Lodge employees shall be awarded after December 31<sup>st</sup> of the year that notification was provided to the Lodge, until a revised pay plan is agreed to between the Lodge and the City as the result of such renegotiation.

### **Section 16.2 - Annual Pay Plan Step Increases**

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**

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 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**

Officers employed in the following capacity will receive as special duty pay the following amounts, in addition to their base pay:

A. Bilingual Officer Ranking:

- |                 |    |
|-----------------|----|
| 1) NOVICE       | 1% |
| 2) INTERMEDIATE | 3% |
| 3) ADVANCED     | 5% |
| 4) SUPERIOR     | 7% |

B. Canine Officer: ½ hour per day for daily care compensation, plus paid training time.

C. Certified Instructor: paid training time

D. Field Training Officer: 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 – Shift Differential**

Members of the employee unit who are assigned to a night shift (5:00 p.m. to 5:00 a.m.) for thirty (30) calendar days or more shall be paid an additional forty-five cents (\$.45) per hour in addition to the officer's regular base wage, while working the night shift.

**Section 16.6 - Educational Incentive**

Members of the employee unit who are or become eligible for the following educational pay incentive shall receive such incentive per pay period as follows below:

Education	Incentive Pay
Associates Degree or 60 college hours from an accredited institution	\$0.29 per hour
Bachelors Degree or 124 college hours from an accredited institution	\$0.58 per hour
Graduate Degree (Masters) from an accredited institution	\$0.87 per hour

All academic degrees or college hours earned must be from an institution which has been accredited by the North Central Association Commission on Accreditation and School Improvement.

Members of the employee unit hired after December 31, 2006 shall only be reimbursed for degrees or hours associated with the Administration of Criminal Justice, a related field, or meet the requirements of the department as approved by the Chief of Police in coordination with the Director of Human Resources.

**Section 16.7 - Annual Bonus**

If approved annually by the City Commission, each officer will receive \$50.00 per calendar year worked up to a maximum of \$1,000.00.

**Section 16.8 - Court Time**

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 three (3) week work cycle, with the Chiefs approval.

**Section 16.9 – Wellness Incentive**

The City shall provide membership to the Sheridan Recreation Facility to all members of the employee unit and their dependents. Dependents shall be classified as those qualified for coverage under the City Health Insurance criteria or eligible for classification as a dependent by the IRS for income tax purposes. The members of the employee unit shall be responsible to pay any fee for activities that are not included in the membership.

**Article 17 - OVERTIME PAYMENT**

**Section 17.1 - Overtime Rate and Scheduling**

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 twenty eight (128) hours in the three week work cycle. Officers 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 an overtime payment if the Chief or his designee can adequately arrange scheduling within the same three (3) week work cycle. Flex time shall not accrue beyond the three (3) week work cycle during which the overtime hours were incurred.

Overtime within the Bureau of Patrol will be based on necessity as determined by the Chief and incurred only upon prior approval of the Chief or the Chief’s designee. Assignment of overtime will be based on qualifications and experience needed and will be assigned at the discretion of the Chief or the Chief’s designee.

**Section 17.2 – On Call Pay for Detectives**

The detective who is assigned to be on call during off-duty hours shall be paid an on call stipend in the amount of one hundred thirty dollars (\$130.00) 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 employees 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:

1. Education qualifications as may be required for admittance to a course.
2. Special technical training as may be required for admittance to a course.
3. The applicability of such course to the officer's present assignment.
4. Any established prerequisites or criteria that are recommended by the school, funding agency or the department.
5. The ability of the officer to utilize the training in an effective and efficient manner for the benefit of the department.

If all factors considered by the Chief are equal, seniority will prevail in determining officers to be sent to each such training course or seminar.

## **Article 20- UNIFORMS**

### **Section 20.1 - CLOTHING - UNIFORM ALLOWANCE**

Any officer who is required to wear a uniform in the performance of his/her duties shall be provided with three (3) such uniforms, except patrol which shall be provided with five (5) such uniforms (see Appendix X) at the expense of the City. Replacement shall be at such time and in such amounts as the Chief and the City Manager may designate. Under most normal circumstances, City issued uniforms shall be worn while at work. Off duty use of uniforms is prohibited. Members of the Lodge will be allowed to wear a lapel sized pin on the class A uniform or Detective clothing representative of the Fraternal Order of Police.

City personnel who wear a uniform that may be directly associated with the City are not allowed to patronize any establishment that's primary business is serving alcoholic beverages while in that uniform, except, as conditions warrant, in the official performance of their duties.

The Detective's dress will be business casual, described as a collared shirt and 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 \$500.00 clothing allowance per calendar year, to purchase appropriate clothing to comply with departmental dress policy. The clothing allowance shall be provided in a separate payroll check from the detective's regular pay. If an officer is promoted to Detective after the first of the year, the allowance shall be prorated.

### **Section 20.2 - Dry Cleaning of Officers Uniforms**

Officers in the bargaining 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 \$20.00 per pay period allowance to dry clean their business professional work attire.

## **Article 21 - Joint Committees**

There shall be a joint uniform and equipment committee composed of two (2) officers appointed by the Chief and two (2) officers appointed by the Lodge. The Chairperson of the committee will be a commander chosen by the Chief. The purpose of the committee shall be to study, evaluate and make recommendations to the Chief concerning the purchase of new equipment/uniforms or the upgrading, utilization, maintenance, or upkeep of Department equipment/uniforms.

## **Article 22 - INSURANCE COVERAGE**

### **Section 22.1 – Health and Life Insurance**

The City agrees, during the term of this Memorandum, to offer the program qualified officers of the Employee Unit the same medical plan(s), life insurance and Health Savings Account (HSA) contributions, which are made available to other program qualified City employees. The City reserves the right to make changes to the City health, life insurance and HSA plan at anytime. The City will provide the Lodge with an explanation of changes to the Medical, Dental, Life and HSA plans, prior to implementation.

### **Section 22.2 – Workers Compensation**

All Lodge members are insured against accidents on the job through Worker's Compensation insurance. Lodge members injured on the job are covered by the Kansas State Worker's Compensation Act. This law provides specific benefits, the amount of which depends upon the seriousness of the injury or illness, for compensable job related injuries or contracting of a compensable occupational disease while employed with the City. A compensable work related injury or illness from an on the job activity will entitle the employee to the benefits of Worker's Compensation and injury leave in accordance with the Worker's Compensation Act and the policy of the City as discussed in Section 15.7 titled Injury Leave.

Any accidental injury, regardless of extent, should be reported immediately to the supervisor to insure utilization of the benefits from Worker's Compensation. To initiate a claim, the following procedure is established:

- A. The employee 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 employee taken to the City's Designated Physician, or designated medical treatment facility.

C. The Supervisor shall inform the Chief of the incident; whereupon the Chief shall notify the Human Resource Director.

D. The Chief shall confirm that an Accident Report form has been completed and submitted within twenty-four (24) hours of the accident or injury.

Officers are reminded that if an injury results from the officer's deliberate intention to cause such injury; or from the officer's willful failure to use a guard or protection against accident required pursuant to any statute and provided for the officer, or a reasonable and proper guard and protection voluntarily furnished the officer by the department, any compensation in respect to that injury shall be disallowed.

The City of Dodge 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 employee to seek medical attention on their own. The designated physician must be seen first and can make subsequent referrals. In the event the employee does not see the designated physician, this will be considered unauthorized medical expenses and those expenses in excess of \$500 will be the responsibility of the employee. Unauthorized medical shall be used if the employee 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 Resource Office or Safety Director of the accident and transport to the physician.
2. Human Resource Office or Safety Director will then notify Dr. Trotter's Office of the situation.
3. Doctor will then treat employee.
4. Employee will then be released by physician to:
  - a. return to work
    - 1) with restrictions
    - 2) with no restrictions

*b.* recommend when an employee may return to work.

5. Accident shall be investigated and reported formally to the Human Resource 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 Resource 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 employee 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 Resource 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 employee who is injured need not be an employee of that department 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 employee.

Temporary reassignment to restricted duty employment, may be utilized when available by the City of Dodge City when employees 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 for employees 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 which the employee may undertake at the time of the release.
- E. Temporary restricted duty work reassignment shall be made on the basis of departmental need for such services. Temporary restricted duty work reassignment need not be confined to the current department in which the employee 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 employee to regular duty, or a final disability rating which restricts the duties or type of work the employee 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 employee, shall utilize available injury leave according to Section 15.7. Once the injury leave is exhausted, the employee is still eligible under state statute for workers compensation benefits.

In the event of permanent loss of the ability to perform essential functions of a position, the provisions set forth in the Americans with Disabilities Act (ADA) of 1991 shall apply.

### **Article 23 - STRIKES AND LOCKOUTS**

The Lodge, on behalf of the Employee Unit, recognizes that the protection of the public health, safety and welfare are of paramount importance to the Employee Unit and the City. Therefore, during the life of this Memorandum the Lodge and all individual members of the Employee Unit, will not condone, nor encourage, nor instigate, nor participate in any work slowdowns, stoppages, or strikes, or any actions that are detrimental to the operations of the Department. The City agrees that it shall take no actions that constitute a lockout.

## **Article 24 - REDUCTION IN FORCE**

If in the sole discretion of the City Manager, it is determined that a reduction in force is required, retention will be based on seniority. Individuals to be reduced are at the discretion of the City Manager.

## **Article 25 - MISCELLANEOUS PROVISIONS**

### **Section 25.1 - Memorandum of Understanding Posting**

A copy of the Memorandum of Understanding will be available at Police Headquarters. City will assist Lodge in preparation of copies for all Lodge Members.

### **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. (1989 supp.) 75-6101 et seq.

### **Section 25.3 - Officer's Rights to Personnel File**

Employees who wish to inspect their Personnel file may do so by appointment during regular office hours of City Hall. All employee inspection of their Personnel file shall be in the presence of the Human Resource Director or their designee. Employees may not remove the file from the Human Resource Office. Employees may not duplicate information found in the file, except under very rare conditions. The Human Resource Director 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 employees.

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 employees 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 employees 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 Police Department killed in the line of duty or who dies from an injury that is compensable through the City workers compensation provider. The maximum defrayal will not exceed \$5,000.00.

**Section 25.8 Salary Survey** – It is the City's intent to conduct a comprehensive salary survey of positions listed in Section 5.1. The Director of Human Resources shall appoint one Human Resource Officer and the FOP President shall appoint one FOP representative to study, evaluate and make recommendations to the City Manager regarding the study. The study shall be compiled in a similar fashion and follow the concepts established in the study which was completed in 2007. The municipalities to be surveyed will be Garden City, Liberal, Emporia, Hutchinson and Junction City.

## **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 employees including 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**

In the event either the City or the Lodge desires to include as part of any subsequent Memorandum of Agreement, any condition of employment as defined in K.S.A. 75-4322 (f), or desires to modify, amend or rescind any provision of this memorandum as part of a subsequent memorandum other than items contained in Article 8 Hours of Work and Article 16 Section 1 Compensation, Adoption of Annual Pay Plans, such party shall provide written notice to the other of items to be considered for negotiation on or before February 1 immediately preceding the expiration date of this memorandum. The Chief Negotiator and the Director of Human Resources shall meet and both shall agree to negotiate any additional items other than Article 8 and Article 16. Agreement to negotiate such items shall not be unreasonably withheld. Upon timely receipt of such notice and agreement of additional items, the parties shall then meet and confer in an effort to reach agreement on the noticed proposal(s) within the provisions of the PEER Act.

The terms and conditions set forth in this memorandum shall take effect as of January 1, 2011 and shall expire at midnight on December 31,2011.

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: \_\_\_\_\_  
David Gordon, Lodge President

By: \_\_\_\_\_  
E. Kent Smoll, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Robert Stein, Lodge Vice-President

\_\_\_\_\_  
Nannette Pogue, City Clerk

## **Appendix #I**

**Job Title: Patrol Sergeant**

**Exempt: No**

**Reports To: Police Lieutenant - Patrol Commander**

**Department: Police**

**Date: April, 2009**

### **JOB SUMMARY**

The job duties of the Patrol Sergeant include but are not limited to directing and supervising the work of line subordinates, while ensuring public safety, the proper handling of calls for service, investigation of crimes, and the review of all officers' paperwork. The proper direct supervision results in a higher probability of successful prosecution of all cases.

### **DUTIES AND RESPONSIBILITIES**

The following are the performance expectations of the City along with examples of how the expectation relates to the position of a Police Sergeant – Patrol Sergeant. This is not an exhaustive list of job responsibilities and therefore, other duties may be assigned:

#### **On-going Improvement**

##### **Job Knowledge & Effectiveness**

Expectation to:

- Direct the work of line employees (officers) by assigning daily tasks and projects
- Review all paperwork for accuracy; enter into system to ensure successful prosecution.
- Resolve citizen/personnel complaints about officers.
- Respond to call for service and traffic enforcement.
- Manage critical incidents and crime scenes.
- Ensure proper evidence collection and preservation.
- Maintain a working knowledge of case law.
- Maintain a working relationship with other Departments by being a liaison between the officers and outside agencies.
- Responsible for on-duty training of corporals and officers.
- Maintain shift staffing levels by the approval or denial of an officer' request for training, vacation, holiday and sick leave.

Supports the operations of the department by:

- Demonstrating ability to plan, complete tasks and monitor results within established deadlines.
- Effectively applying knowledge to solve a range of problems.
- Following department policies on a consistent basis.
- Performing job responsibilities consistently, timely, cost-effectively, ensuring customer satisfaction.
- Making decisions regarding the efficient and cost-effective way to perform job responsibilities.

- Identify and understand issues, problems, and opportunities and takes action consistent with available facts and probable consequences.
- Adjusting to changing conditions; accepting new duties and responsibilities with a positive attitude.

### ***Customer Focus***

Demonstrates concern for satisfying customers:

- Assists citizens by answering questions, and explaining the responsibilities of the department.
- Responds accurately to general knowledge questions from the public.
- Maintains professional manner when a resident or customer has a complaint or problem.
- Respects the confidentiality of information or concerns shared by others.
- Is honest and forthright with people.

Demonstrates ability to develop, maintain, and strengthen partnerships with others inside and outside the organization:

- Establishes acceptable customer service guidelines for employees to adhere to.
- Assists residents in a respectful, friendly manner when approached with questions.
- Assists in the resolution of customer complaints, concerns, or service needs.
- Attempts to build relationships with people whose assistance, cooperation, and support may be needed.
- Recognizes the business concerns of others and attempts to foster City-Community partnerships.

### ***Adaptability, Innovation & Continuous Learning***

Ensures that the vision, mission and values of the City are represented when performing the functions of a Patrol Sergeant:

- Is proactive in ensuring that job responsibilities meet the vision, mission, and values of the organization.
- Weighs the costs, benefits, risks and chances for success in making a decision.
- Anticipates possible problems and develops contingency plans in advance.
- Takes responsibility for own mistakes does not blame others.

Demonstrates ability to support organizational changes needed to improve the organization's effectiveness;

- Initiates and implements new methods, approaches or technologies.
- Works cooperatively with others to produce innovative solutions.
- Demonstrates openness to new organizational structures, procedures and technology.

Takes responsibility for one's own performance:

- Takes initiative and responsibility for ensuring continual updating of skills and education necessary for the position.
- Promptly notifies Police Lieutenant – Patrol Commander about any problems that affect

his/her ability to accomplish planned goals.

- Maintains all licenses, certifications, etc. as well as continues to learn new techniques and methodologies related to their field.

### ***Honesty, Integrity & Respect***

Fosters teamwork with coworkers; acts as a team leader; and develops and demonstrates interest in getting groups to learn to work together.

- Listens and responds constructively to other team members.
- Is patient with other team members, administration, and customers.
- Expresses disagreement constructively e.g., emphasizing points of agreement, suggesting alternatives that may be acceptable to the group.
- Cross-trains in other areas of the Police Department as appropriate. Assists in other departments when needed.
- Treats all members of the team, department, City and Community with respect, ensuring cultural differences are respected.
- Ensures that all work is performed equally among team members, each taking responsibility for jobs that may not be desirable duties.

### ***Safety***

Ensures that all activities are carried out in a safe manner; adhering to all City safety regulations:

- Ensures that the City's equipment is safely operated and driving laws are obeyed.
- Ensures all regulations pertaining to the safe use of equipment are understood and followed.
- Reports all accidents to the appropriate individual. Follows all policies for reporting, investigating, and follow-up of equipment incidents, or personal injuries.

### ***Supervisory Responsibilities***

Supervise employees by:

- Ensuring that employees understand how work relates to the City's mission.
- Makes hiring recommendations.
- Prepares employee evaluation instruments and assists in employee development.
- Approves vacation/sick time.
- Stays informed regarding employees' progress and performance.
- Maintains staff personnel records.
- Recognizes and acknowledges employees for their contributions.
- Allows employees latitude to make decisions within their technical experience.
- Communicates with supervisor(s) regarding performance issues and performance improvement measures.

Fosters confidence in employees' by:

- Providing employees with challenging new tasks.
- Delegating significant responsibility and authority;

- Encouraging employees to make decisions and solve problems.
- Providing helpful, behaviorally specific feedback to employees.
- Sharing information, advice, and suggestions to assist others in being successful; provides successful coaching.
- Regularly meeting with employees to review their development progress.

## **QUALIFICATION REQUIREMENTS**

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required at the time of hire or for the continuation of employment.

## **EDUCATION AND/OR EXPERIENCE**

- Minimum of four (4) years of experience as a commissioned police officer, two (2) years being with the DCPD.
- Minimum of one (1) year experience as a Corporal or two (2) years experience as a Detective with the DCPD.
- Police Officer Certification from the Kansas Law Enforcement Training Center.
- A valid Kansas motor vehicle operator's license.
- Good driving record.

## **SKILLS AND ABILITIES**

- Ability to maintain a professional manner when dealing with the public.
- Ability to take control of situations, dictating subordinate activities in a responsible manner.
- Ability to respond to complaints and grievances.
- Ability to comprehend, retain and apply City and state policies and legislation, i.e. City ordinances, procedure manuals, etc.
- Ability to operate various types of equipment – standard office equipment, computer and related software. Two-way Radio. Other equipment/apparatus could be required.

## **LANGUAGE SKILLS**

- Ability to communicate effectively with other members of the staff, supervisors, and the public.
- Ability to communicate in both written and verbal form.
- Ability to develop, interpret and implement City policies and procedures; written instructions, general correspondence; Federal, State, City, and local regulations; MSDS sheets, safety manuals; and warning labels.

## **MATHEMATICAL SKILLS**

- Ability to calculate basic mathematical calculations.

## **REASONING ABILITY**

- Ability to respond to complaints and grievances posed by the public.
- Ability to define problems and deal with a variety of situations.
- Ability to think quickly, maintain self-control, and adapt to stressful situations.

- Ability to use good judgment and effectively solve problems.

## **PHYSICAL AND WORK ENVIRONMENT**

The physical and work environments described are representative of those that must be met by an employee to successfully perform the function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these functions.

### **Physical Environment:**

- The duties of this job include physical activities such as stooping, kneeling, standing, reaching, walking, lifting and/or move (up to 50 pounds), grasping, talking, hearing/listening, seeing/observing, and repetitive motions.
- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus.

### **Work Environment:**

- Work is often performed outdoors in cold or inclement weather.
- Work is performed during all hours of the day and night including on weekends and holidays.
- Performance of some tasks exposes a Police Sergeant to the possibility of physical injury, to hazardous materials and to a variety of dangerous situations.

## **Appendix #II**

**Job Title: Police Corporal**

**Exempt: No**

**Reports To: Police Sergeant**

**Department: Police**

**Date: April, 2009**

### **JOB SUMMARY**

The job duties of the Police Corporal include but are not limited to facilitating the communications between the street level officers and the higher ranking supervisory officers; overseeing any and all calls for service and officers work performance to ensure reports are done to state standards; ensuring officers are following all procedures and policies.

### **DUTIES AND RESPONSIBILITIES**

The following are the performance expectations of the City along with examples of how the expectation relates to the position of a Police Corporal. This is not an exhaustive list of job responsibilities and therefore, other duties may be assigned:

#### **On-going Improvement**

##### **Job Knowledge & Effectiveness**

Expectation to:

- Oversee subordinate officers and their work.
- Check and enter reports.
- Conduct traffic stops, investigations (criminal & accidents), make arrests and testify in court.
- Respond to calls for service.
- Continuously train new and veteran officers.
- Meet with administration about new and old policies; sit on oral boards for possible job candidates.
- Investigate complaints on officers; start disciplinary procedures.

Supports the operations of the department by:

- Demonstrating ability to plan, complete tasks and monitor results within established deadlines.
- Effectively applying knowledge to solve a range of problems.
- Following department policies on a consistent basis.
- Performing job responsibilities consistently, timely, and cost-effectively; ensuring customer satisfaction.
- Making decisions regarding the efficient and cost-effective way to perform job responsibilities.
- Identifying and understanding issues, problems, and opportunities and taking action consistent with available facts and probable consequences.
- Adjusting to changing conditions; accepting new duties and responsibilities with a

positive attitude.

### ***Customer Focus***

Demonstrates concern for satisfying customers:

- Assists citizens by answering questions, and explaining the responsibilities of the department.
- Responds accurately to general knowledge questions from the public.
- Maintains professional manner when a resident or customer has a complaint or problem.
- Respects the confidentiality of information or concerns shared by others.
- Is honest and forthright with people.

Demonstrates ability to develop, maintain, and strengthen partnerships with others inside and outside the organization:

- Establishing acceptable customer service guidelines for employees to adhere to.
- Assists residents in a respectful, friendly manner when approached with questions.
- Assists in the resolution of customer complaints, concerns, or service needs.
- Attempts to build relationships with people whose assistance, cooperation, and support may be needed.
- Recognizes the business concerns of others and attempts to foster City-Community partnerships.

### ***Adaptability, Innovation & Continuous Learning***

Ensures that the vision, mission and values of the City are represented when performing the functions of a Police Corporal:

- Is proactive in ensuring that job responsibilities meet the vision, mission, and values of the organization.
- Weighs the costs, benefits, risks and chances for success in making a decision.
- Anticipates possible problems and develops contingency plans in advance.
- Takes responsibility for own mistakes does not blame others.

Demonstrates ability to support organizational changes needed to improve the organization's effectiveness;

- Initiates and implements new methods, approaches or technologies.
- Works cooperatively with others to produce innovative solutions.
- Demonstrates openness to new organizational structures, procedures and technology.

Takes responsibility for one's own performance:

- Takes initiative and responsibility for ensuring continual updating of skills and education necessary for the position.
- Promptly notifies Police Sergeant about any problems that affect his/her ability to accomplish planned goals.
- Maintains all licenses, certifications, etc. as well as continue to learn new techniques and methodologies related to their field.

### ***Honesty, Integrity & Respect***

Fosters teamwork with coworkers; acts as a team leader; and develops and demonstrates interest in getting groups to learn to work together.

- Listens and responds constructively to other team members.
- Is patient with other team members, administration, and customers.
- Expresses disagreement constructively e.g., emphasizing points of agreement, suggesting alternatives that may be acceptable to the group.
- Cross-trains in other areas of the Police Department as appropriate. Assists in other departments when needed.
- Treats all members of the team, department, City and Community with respect, ensuring cultural differences are respected.
- Ensures that all work is performed equally among team members, each taking responsibility for jobs that may not be desirable duties.

### ***Safety***

Ensures that all activities are carried out in a safe manner; adhering to all City safety regulations:

- Ensures that the City's equipment is safely operated and driving laws are obeyed.
- Ensures all regulations pertaining to the safe use of equipment are understood and followed.
- Reports all accidents to the appropriate individual. Follows all policies for reporting, investigating, and follow-up of equipment incidents, or personal injuries.

### ***Supervisory Responsibilities***

Supervise employees by:

- Ensuring that employees understand how work relates to the City's mission.
- Makes hiring recommendations.
- Assists in preparing employee evaluation instruments and in employee development.
- Approves vacation/sick time.
- Stays informed regarding employee's progress and performance.
- Recognizes and acknowledges employees for their contributions.
- Allows employees latitude to make decisions within their technical experience.
- Communicates with supervisor(s) regarding performance issues and performance improvement measures.

Fosters confidence in employees' by:

- Providing employees with challenging new tasks.
- Delegating significant responsibility and authority;
- Encouraging employees to make decisions and solve problems.
- Providing helpful, behaviorally specific feedback to employees.
- Sharing information, advice, and suggestions to assist others in being successful; providing successful coaching.

- Regularly meeting with employees to review their development progress.

### **QUALIFICATION REQUIREMENTS**

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required at the time of hire or for the continuation of employment.

### **EDUCATION AND/OR EXPERIENCE**

- Minimum of three (3) years of experience as a commissioned police officer, one (1) year being with DCPD.
- Supervisor/management experience desired
- Police Officer Certification from the Kansas Law Enforcement Training Center.
- A valid Kansas motor vehicle operator's license.
- Good driving record.

### **SKILLS AND ABILITIES**

- Ability to maintain a professional manner when dealing with the public.
- Ability to take control of situations, dictating subordinate activities in a responsible manner.
- Ability to respond to complaints and grievances.
- Ability to comprehend, retain and apply City and state policies and legislation, i.e. City ordinances, procedure manuals, etc.
- Ability to operate various types of equipment – standard office equipment, computer and related software. Two-way Radio. Other equipment/apparatus could be required.

### **LANGUAGE SKILLS**

- Ability to communicate effectively with other members of the staff, supervisor, and the public.
- Ability to communicate in both written and verbal form.
- Ability to develop, interpret and implement City policies and procedures; written instructions, general correspondence; Federal, State, City, and local ordinances; MSDS sheets, safety manuals; and warning labels.

### **MATHEMATICAL SKILLS**

- Ability to calculate basic mathematical calculations.

### **REASONING ABILITY**

- Ability to respond to complaints and grievances posed by the public.
- Ability to define problems and deal with a variety of situations.
- Ability to think quickly, maintain self-control, and adapt to stressful situations.
- Ability to use good judgment and effectively solve problems.

### **PHYSICAL AND WORK ENVIRONMENT**

The physical and work environments described are representative of those that must be met by an employee to successfully perform the function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these functions.

**Physical Environment:**

- The duties of this job include physical activities such as stooping, kneeling, standing, reaching, walking, lifting and/or move (up to 50 pounds), grasping, talking, hearing/listening, seeing/observing, and repetitive motions.
- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus.

**Work Environment:**

- Work is often performed outdoors in cold or inclement weather.
- Work is performed during all hours of the day and night including on weekends and holidays.
- Performance of some tasks exposes a Police Corporal to the possibility of physical injury, to hazardous materials and to a variety of dangerous situations.

## **Appendix #III**

**Job Title: Detective**  
**Exempt: No**  
**Reports To: Detective Sergeant**  
**Department: Police**  
**Date: April, 2009**

### **JOB SUMMARY**

The objective of the Detective is to identify parties responsible for committing crimes; Complete a thorough investigation so that an accurate account of the facts of the case can be presented for prosecution.

### **DUTIES AND RESPONSIBILITIES**

The following are the performance expectations of the City along with examples of how the expectation relates to the position of a Detective. This is not an exhaustive list of job responsibilities and therefore, other duties may be assigned:

#### **On-going Improvement**

##### **Job Knowledge & Effectiveness**

Expectation to:

- Prioritize case load by severity of cases, acute status and risk factors.
- Manage time for maximum efficiency to ensure timely progress of each case being investigated.
- Process crime scenes for evidence discovery and collection, suspect identification, analysis of evidence to identify a series of events.
- Train all sworn officers in proper procedures for crime scene processing, interview and interrogation, case preparation and application and interpretation of criminal law.
- Interview and interrogate suspects, victims, and witnesses to determine the truth, facts, and series of events.
- Research of case law, state and federal statute, criminal background information and investigative techniques.
- Testify in court to provide a comprehensive account of the facts and circumstances relating to the prosecution of a criminal offender.
- Preparation of affidavits for search and arrest warrants; execute search warrants to obtain evidence.
- Conduct surveillance to gather intelligence.

Supports the operations of the department by:

- Demonstrates ability to plan, complete tasks and monitor results within established deadlines.
- Effectively applying knowledge to solve a range of problems.
- Following department policies on a consistent basis.
- Performs job responsibilities consistently, timely, cost-effectively, ensuring customer

satisfaction.

- Making decisions regarding the efficient and cost-effective way to perform job responsibilities.
- Identify and understand issues, problems, and opportunities and takes action consistent with available facts and probable consequences.
- Adjusts to changing conditions; accepts new duties and responsibilities with a positive attitude.

### ***Customer Focus***

Demonstrates concern for satisfying customers:

- Assists citizens by answering questions, and explaining the responsibilities of the department.
- Responds accurately to general knowledge questions from the public.
- Maintains professional manner when a resident or customer has a complaint or problem.
- Respects the confidentiality of information or concerns shared by others.
- Is honest and forthright with people.

### ***Adaptability, Innovation & Continuous Learning***

Ensures that the vision, mission and values of the City are represented when performing the functions of a Detective:

- Is proactive in ensuring that job responsibilities meet the vision, mission, and values of the organization.
- Weigh the costs, benefits, risks and chances for success in making a decision.
- Anticipates possible problems and develops contingency plans in advance.
- Takes responsibility for own mistakes does not blame others.

Demonstrates ability to support organizational changes needed to improve the organization's effectiveness;

- Initiating and implementing new methods, approaches or technologies.
- Works cooperatively with others to produce innovative solutions.
- Demonstrates openness to new organizational structures, procedures and technology.

Takes responsibility for one's own performance:

- Takes initiative and responsibility for ensuring continual updating of skills and education necessary for the position.
- Promptly notifies his/her manager about any problems that affect his/her ability to accomplish planned goals.
- Maintains all licenses, certifications, etc. as well as continue to learn new techniques and methodologies related to their field.

### ***Honesty, Integrity & Respect***

Fosters teamwork with coworkers:

- Listens and responds constructively to other team members.
- Is patient with other team members, administration, and customers.
- Expresses disagreement constructively (e.g., emphasizing points of agreement, suggesting alternatives that may be acceptable to the group).
- Cross-trains in other areas of the Police Department as appropriate.
- Treats all members of the team, department, City and Community with respect, ensuring cultural differences are respected.
- Ensuring that all work is performed equally among team members, each taking responsibility for jobs that many not be desirable duties.

### ***Safety***

Ensures that all activities are carried out in a safe manner; adhering to all City safety regulations:

- Assists co-workers in the safe handling of equipment and in other duties as appropriate.
- Ensures that the City's equipment is safely operated.
- Ensures all regulations pertaining to the safe use of equipment are understood and followed.
- Reports all accidents to the appropriate individual. Follows all policies for reporting, investigating, and follow-up of equipment incidents, or personal injuries.
- Understanding if items are in need of repair and takes responsibility to ensure that it is either fixed properly, or informs the appropriate personnel.

### **QUALIFICATION REQUIREMENTS**

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required at the time of hire or for the continuation of employment.

### **EDUCATION AND/OR EXPERIENCE**

- High School Diploma or equivalent.
- Minimum of three (3) years Patrol Officer experience at least one (1) year of which was with DCPD.
- Kansas Law Enforcement Training Certification
- A valid Kansas Driver's license

### **SKILLS AND ABILITIES**

- Ability to cooperate with staff and the public.
- Ability to maintain a professional manner when dealing with the public.
- Ability to comprehend, retain and apply city and state policies and legislation, i.e. city ordinances, procedure manuals, etc.
- Ability to operate various types of equipment – standard office equipment, computer and related software. Two-way radio. Other equipment/apparatus could be required.

### **LANGUAGE SKILLS**

- Ability to communicate effectively with other members of the staff, supervisor, and the public.

- Ability to communicate in both written and verbal form.
- Ability to read City policies and procedures; written instructions, general correspondence; MSDS sheets, safety manuals, maps, etc.

### **MATHEMATICAL SKILLS**

- Ability to calculate basic mathematical calculations.

### **REASONING ABILITY**

- Ability to respond to complaints and grievances posed by the public.
- Ability to define problems and deal with a variety of situations.
- Ability to think quickly, maintains self-control, and adapt to stressful situations.
- Ability to use good judgment and effectively solve problems.

### **PHYSICAL AND WORK ENVIRONMENT**

The physical and work environments described are representative of those that must be met by an employee to successfully perform the function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these functions.

#### **Physical Environment:**

- The duties of this job include physical activities such as stooping, kneeling, standing, reaching, walking, lifting (up to 50 pounds), grasping, talking, hearing/listening, seeing/observing, and repetitive motions.
- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus.

#### **Work Environment:**

- Work is performed both indoors and outdoors often in cold or inclement weather.
- Work is performed during all hours of the day and night including on weekends and holidays.
- Performance of some tasks exposes Detective to the possibility of physical injury, to hazardous materials and to violent or disturbed individuals.

## **Appendix #IV**

**Job Title: Police Officer**  
**Exempt: No**  
**Reports To: Patrol Sergeant**  
**Department: Police**  
**Date: April, 2009**

### **JOB SUMMARY**

The objective of the Police Officer is to identify and suppress daily criminal activity in order to protect and serve the community; Educating and involving the public to develop a positive relationship.

### **DUTIES AND RESPONSIBILITIES**

The following are the performance expectations of the City along with examples of how the expectation relates to the position of a Police Officer. This is not an exhaustive list of job responsibilities and therefore, other duties may be assigned:

#### **On-going Improvement**

##### **Job Knowledge & Effectiveness**

Expectation to:

- Respond to calls for service and identify public safety hazards to maintain a safe environment; to protect and serve the community.
- Actively patrol neighborhoods to establish a strong officer presence in order to suppress criminal activity.
- Promote knowledge of applicable laws and ordinances, citizen rights, and available services to ensure a better educated and informed community.
- Accurately completing daily paperwork in detail, in order to establish a database of suspects, victims, witnesses and criminal activity that is pertinent to daily investigation.
- Assisting with funeral processions and traffic control for special events when needed.
- Assist with D.A.R.E. and Law Enforcement Seminars.
- Conduct and document accurate and thorough investigations.

Supports the operations of the department by:

- Demonstrates ability to plan, complete tasks and monitor results within established deadlines.
- Effectively applying knowledge to solve a range of problems.
- Following department policies on a consistent basis.
- Performs job responsibilities consistently, timely, cost-effectively, ensuring customer satisfaction.
- Making decisions regarding the efficient and cost-effective way to perform job responsibilities.
- Identify and understand issues, problems, and opportunities and takes action consistent with available facts and probable consequences.

- Adjusts to changing conditions; accepts new duties and responsibilities with a positive attitude.

### ***Customer Focus***

Demonstrates concern for satisfying customers:

- Assists citizens by answering questions, and explaining the responsibilities of the department.
- Responds accurately to general knowledge questions from the public.
- Maintains professional manner when a resident or customer has a complaint or problem.
- Respects the confidentiality of information or concerns shared by others.
- Is honest and forthright with people.

### ***Adaptability, Innovation & Continuous Learning***

Ensures that the vision, mission and values of the City are represented when performing the functions of a Police Officer:

- Is proactive in ensuring that job responsibilities meet the vision, mission, and values of the organization.
- Weigh the costs, benefits, risks and chances for success in making a decision.
- Anticipates possible problems and develops contingency plans in advance.
- Takes responsibility for own mistakes does not blame others.

Demonstrates ability to support organizational changes needed to improve the organization's effectiveness;

- Initiating and implementing new methods, approaches or technologies.
- Works cooperatively with others to produce innovative solutions.
- Demonstrates openness to new organizational structures, procedures and technology.

Takes responsibility for one's own performance:

- Takes initiative and responsibility for ensuring continual updating of skills and education necessary for the position.
- Promptly notifies his/her manager about any problems that affect his/her ability to accomplish planned goals.
- Maintains all licenses, qualifications, certifications, etc. as well as continue to learn new techniques and methodologies related to their field.

### ***Honesty, Integrity & Respect***

Fosters teamwork with coworkers:

- Listens and responds constructively to other team members.
- Is patient with other team members, administration, and customers.
- Expresses disagreement constructively (e.g., emphasizing points of agreement, suggesting alternatives that may be acceptable to the group).

- Cross-trains in other areas of the Police Department as appropriate.
- Treats all members of the team, department, City and Community with respect, ensuring cultural differences are respected.
- Ensuring that all work is performed equally among team members, each taking responsibility for jobs that many not be desirable duties.

### *Safety*

Ensures that all activities are carried out in a safe manner; adhering to all City safety regulations:

- Assists co-workers in the safe handling of equipment and in other duties as appropriate.
- Ensures that the City's equipment is safely operated.
- Ensures all regulations pertaining to the safe use of equipment are understood and followed.
- Reports all accidents to the appropriate individual. Follows all policies for reporting, investigating, and follow-up of equipment incidents, or personal injuries.
- Understanding if items are in need of repair and takes responsibility to ensure that it is either fixed properly, or informs the appropriate personnel.

### **QUALIFICATION REQUIREMENTS**

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required at the time of hire or for the continuation of employment.

### **EDUCATION AND/OR EXPERIENCE**

- High School Diploma or equivalent.
- A valid Kansas Driver's license
- Ability to obtain State law enforcement certification and in-service training within one year of appointment.

### **SKILLS AND ABILITIES**

- Ability to cooperate with staff and the public.
- Ability to maintain a professional manner when dealing with the public.
- Ability to comprehend, retain and apply city and state policies and legislation, i.e. city ordinances, procedure manuals, etc.
- Ability to work day, evening, and night shifts as assigned, including weekends and holidays.
- Ability to pass a thorough background investigation to determine suitability for law enforcement work.
- Ability to operate various types of equipment – standard office equipment, computer and related software. Two-way radio. Other equipment/apparatus could be required.

### **LANGUAGE SKILLS**

- Ability to communicate effectively with other members of the staff, supervisor, and the public.
- Ability to communicate in both written and verbal form.

- Ability to read City policies and procedures; written instructions, general correspondence; MSDS sheets, safety manuals, maps, etc.

### **MATHEMATICAL SKILLS**

- Ability to calculate basic mathematical calculations.

### **REASONING ABILITY**

- Ability to respond to complaints and grievances posed by the public.
- Ability to define problems and deal with a variety of situations.
- Ability to think quickly, maintains self-control, and adapt to stressful situations.
- Ability to use good judgment and effectively solve problems.

### **PHYSICAL AND WORK ENVIRONMENT**

The physical and work environments described are representative of those that must be met by an employee to successfully perform the function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these functions.

#### **Physical Environment:**

- The duties of this job include physical activities such as stooping, kneeling, standing, reaching, walking, lifting (up to 75 pounds), grasping, talking, hearing/listening, seeing/observing, and repetitive motions.
- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus.

#### **Work Environment:**

- Work is performed both indoors and outdoors often in cold or inclement weather.
- Work is performed during all hours of the day and night including on weekends and holidays.
- Performance of some tasks exposes Police Officer to the possibility of physical injury, to hazardous materials and to violent or disturbed individuals.

## **Appendix #V**

**Job Title: Detective Sergeant**

**Exempt: No**

**Reports To: Police Lieutenant - Detective Bureau Commander**

**Department: Police**

**Date: April, 2009**

### **JOB SUMMARY**

The job duties of the Detective Sergeant include but are not limited to the day to day operations and minimal supervision of the Detective Bureau; carries a case load and oversees the transfer of cases to the County Attorney; responds to and supervises activities in the field such as crime scenes, critical incidents, and investigations.

### **DUTIES AND RESPONSIBILITIES**

The following are the performance expectations of the City along with examples of how the expectation relates to the position of a Detective Sergeant. This is not an exhaustive list of job responsibilities and therefore, other duties may be assigned:

#### **On-going Improvement**

##### **Job Knowledge & Effectiveness**

Expectation to:

- Investigates criminal cases assigned.
- Checks and processes the paperwork turned in by detectives.
- Assists other detectives and patrol officers with criminal investigations.
- Responds to and supervises the processing of crime scenes and critical incidents.

Supports the operations of the department by:

- Demonstrates ability to plan, complete tasks and monitor results within established deadlines.
- Effectively applying knowledge to solve a range of problems.
- Following department policies on a consistent basis.
- Performs job responsibilities consistently, timely, cost-effectively, ensuring customer satisfaction.
- Making decisions regarding the efficient and cost-effective way to perform job responsibilities.
- Identify and understand issues, problems, and opportunities and takes action consistent with available facts and probable consequences.
- Adjusts to changing conditions; accepts new duties and responsibilities with a positive attitude.

#### ***Customer Focus***

Demonstrates concern for satisfying customers:

- Assists citizens by answering questions, and explaining the responsibilities of the department.
- Responds accurately to general knowledge questions from the public.
- Maintains professional manner when a resident or customer has a complaint or problem.
- Respects the confidentiality of information or concerns shared by others.
- Is honest and forthright with people.

Demonstrates ability to develop, maintain, and strengthen partnerships with others inside and outside the organization:

- Establishing acceptable customer service guidelines for employees to adhere to.
- Assists residents in a respectful, friendly manner when approached with questions.
- Assists in the resolution of customer complaints, concerns, or service needs.
- Attempts to build relationships with people whose assistance, cooperation, and support may be needed.
- Recognizes the business concerns of others and attempts to foster City-Community partnerships.

### ***Adaptability, Innovation & Continuous Learning***

Ensures that the vision, mission and values of the City are represented when performing the functions of a Detective Sergeant:

- Is proactive in ensuring that job responsibilities meet the vision, mission, and values of the organization.
- Weigh the costs, benefits, risks and chances for success in making a decision.
- Anticipates possible problems and develops contingency plans in advance.
- Takes responsibility for own mistakes does not blame others.

Demonstrates ability to support organizational changes needed to improve the organization's effectiveness;

- Initiating and implementing new methods, approaches or technologies.
- Works cooperatively with others to produce innovative solutions.
- Demonstrates openness to new organizational structures, procedures and technology.

Takes responsibility for one's own performance:

- Takes initiative and responsibility for ensuring continual updating of skills and education necessary for the position.
- Promptly notifies Police Lieutenant – Detective Bureau Commander about any problems that affect his/her ability to accomplish planned goals.
- Maintains all licenses, certifications, etc. as well as continue to learn new techniques and methodologies related to their field.

### ***Honesty, Integrity & Respect***

Fosters teamwork with coworkers; act as a team leader; and develop and demonstrate interest in getting groups to learn to work together.

- Listens and responds constructively to other team members.
- Is patient with other team members, administration, and customers.
- Expresses disagreement constructively e.g., emphasizing points of agreement, suggesting alternatives that may be acceptable to the group.
- Cross-trains in other areas of the Police Department as appropriate. Assists in other departments when needed.
- Treats all members of the team, department, City and Community with respect, ensuring cultural differences are respected.
- Ensuring that all work is performed equally among team members, each taking responsibility for jobs that many not be desirable duties.

### *Safety*

Ensures that all activities are carried out in a safe manner; adhering to all City safety regulations:

- Ensures that the City's equipment is safely operated and driving laws are obeyed.
- Ensures all regulations pertaining to the safe use of equipment are understood and followed.
- Reports all accidents to the appropriate individual. Follows all policies for reporting, investigating, and follow-up of equipment incidents, or personal injuries.

### *Supervisory Responsibilities*

Supervise employees by:

- Ensuring that employees understand how work related to the City's mission.
- Prepares employee evaluation instruments and assists in employee development.
- Approves vacation/sick time.
- Instructs and trains in methods and procedures.
- Stays informed regarding employee's progress and performance.
- Recognizes and acknowledges employees for their contributions.
- Allows employees latitude to make decisions within their technical experience.
- Communicates with supervisor(s) regarding performance issues and performance improvement measures.

Fosters confidence in employees' by:

- Providing employees with challenging new tasks.
- Delegating significant responsibility and authority;
- Encouraging employees to make decisions and solve problems.
- Provides helpful, behaviorally specific feedback to employees.
- Shares information, advice, and suggestions to assist others in being successful; provides successful coaching.
- Regularly meets with employees to review their development progress.

## **QUALIFICATION REQUIREMENTS**

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required at the time of hire or for the continuation of employment.

### **EDUCATION AND/OR EXPERIENCE**

- High School Diploma or equivalent
- Minimum of one (1) years of supervisory police experience with the DCPD at a rank no lower than Corporal.
- Minimum of four (4) years experience as a commissioned police officer at least two (2) of which were with DCPD.
- KLETC Certification.
- A valid Kansas motor vehicle operator's license.
- Good driving record.

### **SKILLS AND ABILITIES**

- Ability to maintain a professional manner when dealing with the public.
- Ability to take control of situations, dictating subordinate activities in a responsible manner.
- Ability to respond to complaints and grievances.
- Ability to comprehend, retain and apply City and state policies and legislation, i.e. City ordinances, procedure manuals, etc.
- Ability to operate various types of equipment – standard office equipment, computer and related software. Two-way Radio. Other equipment/apparatus could be required.

### **LANGUAGE SKILLS**

- Ability to communicate effectively with other members of the staff, supervisor, and the public.
- Ability to communicate in both written and verbal form.
- Ability to develop, interpret and implement City policies and procedures; written instructions, general correspondence; Federal, State, City, and local regulations; MSDS sheets, safety manuals; and warning labels.

### **MATHEMATICAL SKILLS**

- Ability to calculate basic mathematical calculations.

### **REASONING ABILITY**

- Ability to respond to complaints and grievances posed by the public.
- Ability to define problems and deal with a variety of situations.
- Ability to think quickly, maintains self-control, and adapt to stressful situations.
- Ability to use good judgment and effectively solve problems.

### **PHYSICAL AND WORK ENVIRONMENT**

The physical and work environments described are representative of those that must be met by an employee to successfully perform the function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these functions.

**Physical Environment:**

- The duties of this job include physical activities such as stooping, kneeling, standing, reaching, walking, lifting and/or move (up to 50 pounds), grasping, talking, hearing/listening, seeing/observing, and repetitive motions.
- Specific vision abilities required by this job include close, distance and peripheral vision; depth perception; and the ability to adjust focus.

**Work Environment:**

- Work is performed both indoors and outdoors often in cold or inclement weather.
- Work is performed during all hours of the day and night including on weekends and holidays.
- Performance of some tasks exposes Detective Sergeant to the possibility of physical injury, to hazardous materials and to violent or disturbed individuals.

## Appendix #VI

# IDENTIFICATION OF GENERAL APPTITUDES AND PHYSICAL REQUIREMENTS

**Job title:** Police Officer (all sworn positions) **Dept:** Police **Division:** All

*The Americans with Disabilities Act requires that we identify the general aptitudes and physical requirements needed to perform the job listed above. Individuals employed in the position must be able to perform all essential job functions with or without reasonable accommodation.*

**1. Mental Abilities:** General learning ability. The ability to “catch on” or understand instructions and underlying principals.

- (X) Ability to understand and follow oral instruct
- (X) Ability to understand and follow written instruction
- (X) Ability to guide and/or give instruction
- (X) Ability to make decisions in accordance with established policies and procedures
- (X) Ability to make appropriate decisions with no established guidance. Ability to analyze situations, utilizing logic, experience, creativity and information to develop solutions
- Not essential to job functions

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

**a. Speaking/Talking:**

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

**b. Hearing/Listening:**

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

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

- (X) Essential to job function
- Not essential to job function

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

- (X) Ability to mentally perform accurate two digit calculations
- (X) Ability to perform accurate calculations aided by calculator, adding machine or measurement device

Not essential to job function

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

Essential function

(X) Not essential to job function

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

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

(X) Use telephone      (X) Use radio/console      (X) Use calculator

(X) Use office machinery (fax, copier etc)

(X) Use computer keyboard and mouse

Use hand tools      Use power tools

(X) Other Firearms, taser, handcuffs, defensive tactics etc.

Not essential to job function

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

(X) Essential to job function

Not essential to job function

Explain: Load and operate firearms under stress, collect evidence

**6. Physical Demands:**

**a. Strength:** The quality, state or property of being strong. The power to withstand strain, force or stress

Please check (X) in appropriate boxes below.

Ability to Manipulate Materials/Equipment	Frequency of Manipulation			
	Lbs.	Occasionally	Frequently	Continuously
Lift	0-5			X
	5-10			X
	10-15		X	
	15-25		X	
	25-50	X		
	50+	X		
Push/Pull	0-5		X	
	5-10		X	
	10-15		X	
	15-25		X	
	25-50	X		
	50+	X		
Hold/Carry	0-5			X

	5-10			X
	10-15		X	
	15-25	X		
	25-50	X		
	50+	X		

Manipulation done from (check all that apply): (X) ground to waist (X) waist level (X) waist to shoulder (X) above shoulder

Not essential to job function (check all that apply): Lift Push/Pull Hold/Carry

**b. Climbing:** To move or mount by using the feet and hands.

<u>Ladders</u>	<u>Stairways</u>	<u>Steps</u>
(X) step stool	1 flight	1-2
(X) 8' to 10' step ladder	2 flights	2-3
(X) extension ladder	(X) 3 or more flights	3-4
(X) other <u>walls &amp; fences</u>	other _____	(X) other <u>see stairways</u>
Not essential to job	Not essential to job	Not essential to job

**c. Ability to Stand, Sit, Walk and Run:**

Please check (X) in appropriate boxes below

	Duration (hours/day)						Occasionally	Frequently	Continuously
	0-1	1-3	3-5	5-7	7-9	9+			
Stand			X				X		
Sit						X		X	
Walk		X					X		
Run	X						X		

If walking or running, over what type of terrain? flat rough (X) both

Not essential to job function (check all that apply): Stand Sit Walk Run

**d. Stooping, Kneeling, Crouching and/or Crawling:** To bend forward and down from the middle of the waist or the middle of the back, to bend downwards, to lower oneself and/or to move freely on hands or knees.

	<u>Daily Amounts</u>					
0-5x	(X) 5-20x	20-50x	50+x	Other _____		
Not essential to job function						

**e. Reaching, Handling, Fingering and/or Feeling:** To stretch out, extend or put forth an arm. To touch or grasp something by extending or stretching. To touch, lift, hold or operate with the hands.

	<u>Daily Amounts</u>					
0-5x	5-20x	(X) 20-50x	50+x	Other _____		
Not essential to job function						

**7. Seeing:** To perceive or comprehend by the sense of sight.

Essential to job function (check all that apply):

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**

(Modified October 4, 2010)

### TRAINING REQUIREMENTS

214.01 To be eligible to take any promotional examination, an officer must have sixty (60) approved KLETC accredited training hours as required for each promotable position. Officers completing the sixty (60) approved KLETC accredited hours shall send a transcript of the applicable training to the Training Section Commander.

214.02 To meet the sixty (60) hour requirement, officers must receive training in all of the areas listed below, or may take other courses if prior approval of the Chief of Police is obtained. Officers must complete all courses in order to receive credit towards this requirement.

#### Sergeant and Lieutenant

- Basic Supervision
- Advanced supervision
- Leadership
- Ethics
- Community policing

#### Corporal

- Basic Supervision
- Leadership
- Ethics
- Community Policing

#### Detective

- Crime scene investigation
- Fingerprinting (collection and preservation)
- Interview and Interrogation
- Photography

214.03 The Training Section Commander will assess the validity of any such hours earned and will review the training transcripts from all candidates for promotion and send his/her recommendation to the Chief of Police for approval. If an officer wants to grieve the decision for acceptable hours, the officer shall send an Officer's Report [through channels] to the Chief of Police. The report shall contain a list of courses and supporting documentation that he/she believes meet the requirements of Section 214.02.

DETECTIVE PROMOTIONAL PROCESS:

214.04 To begin the process for placement on the eligibility list for Detective, officers must meet the following criteria prior to or during the next promotional cycle:

Three (3) years of experience as a commissioned police officer, one (1) years being with the Dodge City Police Department, and the required training as listed in Section 214.02.

CORPORAL PROMOTIONAL PROCESS

214.05 To begin the process for placement on the eligibility list for Corporal, officers must meet the following criteria prior to or during the next promotional cycle:

Three (3) years of experience as a commissioned police officer, one (1) years being with the Dodge City Police Department, and the required training as listed in Section 214.02.

SERGEANT PROMOTIONAL PROCESS:

214.06 To begin the process for placement on the eligibility list for Sergeant, a candidate must have a minimum of one year as a corporal or two years as a Detective with the Dodge City Police Department, time spent as an “acting” detective, corporal or sergeant (as defined in Section 9.2,) will be considered as time served towards the completion of the requirements to test for the position of sergeant. In addition, the following criteria must be met prior to or during the next promotional cycle:

Four (4) years of experience as a commissioned police officer, two (2) years being with the Dodge City Police Department, and the required training as listed in Section 214.02.

LIEUTENANT PROMOTIONAL PROCESS:

214.07 To begin the process for placement on the eligibility list for Lieutenant, a candidate must have a minimum of two years in a supervisory position as a commissioned officer with the Dodge City Police Department, at the rank of Sergeant or above; time spent as an “acting” sergeant or lieutenant (as defined in Section 9.2,) will be considered as time served towards the completion of the requirements to test for the position of Lieutenant. In addition, the following criteria must be met prior to or during the next promotional cycle:

Six (6) years of experience as a commissioned police officer with the Dodge City Police Department, and the required training as listed in Section 214.02.

APPLICATION PROCEDURE:

214.08 A qualified officer who wishes to take any written promotional examination(s) shall direct a separate Officer's Report to the Training Section Commander, for each test the officer wishes to take. The report should include his/her seniority and training that fulfills the requirements listed in Section 214.02. An officer who is, at the time he/she submits the report, enrolled in course(s) that will bring him/her up to the minimum training required to take the test(s) must attach a copy of his/her current approved course to the report.

214.09 The Training Section Commander is responsible for verifying each officer's eligibility for each examination. He/she is also responsible for placing the original Officer's Reports in the officers' training files, supplying an examination eligibility list to the Chief of Police, and notifying all officers who have applied to take the test(s) as to their eligibility status. In verifying an officer's years as a commissioned police officer, years as a commissioned jailor or other similar position will not be considered.

WRITTEN EXAMINATIONS:

214.10 Written examinations, which are the first step in the process for establishment of each promotional eligibility list, will be obtained and administered by the Training Section Commander. Written examinations may be given annually or more often as necessary depending upon the current and future position allocations and needs of the Department. The dates for the written examinations will be posted on official Departmental bulletin boards at least thirty (30) days prior to the examination dates. All written exams shall be obtained from a professional source independent of the City of Dodge City.

214.11 The Training Section Commander, or his/her designee, shall be present when written promotional tests are administered.

SENIORITY CREDIT:

214.12 Seniority credit shall be computed from a seniority list, and shall be limited to one (1) point credit for each complete year served with the Dodge City Police Department up to; six (6) years of service for the Detective and Corporal list; eight (8) years of service for the Sergeant list; and ten (10) years of service for the Lieutenant list.

ORAL INTERVIEWS:

214.13 The Chief of Police will choose persons to form an interview board, consisting of at least three (3) members, all of which will be from law enforcement agencies separate from the Dodge City Police Department, and will appoint a chairperson for each board. The board will interview candidates for Lieutenant, Sergeant, Corporal, and Detective candidates. Board members will score candidates during the interview, using structured questions and rating sheets prepared by the Training Section Commander and approved by City Personnel. Each eligible candidate will be notified of the date, time and location of his/her Oral Interview.

SCORING:

214.14 Officers will be scored in five (5) areas: Seniority Credit, Oral Interview, Affidavit writing, and Written Examination. Scores in these areas will be added into a composite score for an officer, according to the following scale.

- A. Seniority Credit..... 10% total score
- B. Oral Interview..... 35% total score
- C. Written Examination..... 25% total score
- D. Affidavit Exercise..... 30% total score

Scores shall be posted as soon as reasonably possible.

**ELIGIBILITY LISTS:**

214.15 Eligibility lists will be established for use by the Chief of Police in making promotions to the ranks of Detective, Corporal, Sergeant, and Lieutenant. The eligibility list will not contain those who score less than a 70% composite score.

214.16 The promotional cycle will run from the 1st day of the month following the administration of the respective test until that date the following year. Each eligibility list is effective on the 1st day of the month which follows administration of the respective test, and each will stand for one (1) year, unless exhausted prior to the set date the following year.

214.17 The eligibility lists will contain the final composite scores, in rank order. They will be compiled by the Training Section Commander who will deliver them to the Chief of Police. The lists will then be posted on official Departmental bulletin boards for at least thirty (30) days.

214.18 For each list, consisting of officers that have a 70% or greater composite score of the points available, only officers ranking in the top twenty-five percent (25%), or a minimum of three candidates, which ever is greater, will be considered for promotion. In the event there are less than three eligible candidates on the promotional list, all will be considered for promotion. For each individual promotion, the Chief of Police must select from the top 3 candidates, according to their overall promotional score.

214.19 The promoted officer shall be evaluated after having served six (6) months and one (1) year in his/her new rank by their immediate supervisor. This evaluation shall be forwarded, through channels, to that officer's Division Commander. Division Commanders are responsible for submitting written recommendations to the Chief of Police, stating whether a newly-promoted officer should retain his/her higher salary grade/range. The promotional probation period shall be one (1) year.

## **Appendix #VIII - DCPD Accident Review Policy**

401.01 Each employee of the Department assigned to operate a Departmental vehicle shall be held responsible for the care and use of the vehicle, as well as all of its accessories and equipment.

401.02 Upon taking possession of a vehicle, an employee of the Department shall inspect both its interior and exterior for damage and/or items left in it by other employees or by prisoners. If the member discovers damage or contraband, he/she shall immediately report it to his/her supervisor.

401.03 Employees of the Department, when involved in a traffic accident while operating a Department vehicle shall:

- A. Immediately notify the on duty supervisor.
- B. Obtain an incident numbered case regardless of the amount of damage.
- C. Complete the City of Dodge City Property Damage Report form.
- D. Complete a detailed narrative describing how the accident occurred.

401.04 The State of Kansas Motor Vehicle Accident Report form shall be used on all accidents involving City vehicles.

401.05 All supervisors shall:

- A. In cases of Department vehicle accidents, notify dispatch to contact either the Ford County Sheriff Department or the Kansas Highway Patrol to take the accident report.
- B. In cases of damage discovered by an employee, initiate an investigation to determine the origin of the damage;
- C. In case of injury to an employee, he/she shall complete the City of Dodge City Injury Accident Report, and an Employer Authorization For Work Comp Medical Treatment Form.
- D. Complete a narrative concerning the accident to include his/her opinion on the cause of the accident and whether or not the Department employee was negligent.
- E. Obtain a copy of the completed Kansas Motor Vehicle Accident Report.
- F. Submit all assembled reports to the respective Bureau Commander.

401.06 Accidents and/or other incidents involving damage to Departmental vehicles shall be reviewed by the Accident Review Board, which will be made up of the Patrol

Bureau Commander, Investigations Bureau Commander and two Patrol Officers appointed by the Chief or his/her designee. The Accident Review Board shall have the following responsibilities:

- A. Review accidents involving Departmental vehicles;
- B. Consider investigative reports, statements, other documents, the testimony of witnesses, and the previous driving record of the Department employee involved;
- C. Make recommendations, in conjunction with existing Departmental Policies and Regulations, to the Chief of Police for final disposition.

401.07 Notification of the time, date and location of an Accident Review Board hearing shall be delivered to the involved Department employee's immediate supervisor.

A. A written notification of the Accident Review Board Hearing shall be utilized, and shall contain all pertinent information.

B. A copy of the written notification of the Accident Review Board Hearing shall accompany the original form and shall be signed, by both the Department employee and the supervisor serving the notice, at the time the service is made.

C. The original notification form shall be retained by the involved Department employee.

D. The signed copy shall be forwarded to the Patrol Bureau Commander, who shall have the responsibility of maintaining a file of notification receipts.

401.08 The Patrol Bureau Commander or his/her designee shall:

A. Maintain a control log of damaged vehicles;

B. Notify the involved Department employee(s), in writing, five (5) days prior to the scheduled Accident Review Board hearings;

C. Maintain a file for signed notifications of the Accident Review Board Hearings;

D. Present all cases, including all documents pertaining to each traffic accident, to the Accident Review Board;

E. Prepare a report detailing findings of the Accident Review Board which will be forwarded to the Chief of Police.

## Appendix #IX – 2011 Pay Plan

<b><u>Name</u></b>	<b><u>Date in Position</u></b>	<b><u>2010 Salary</u></b>	<b><u>2011 Step Movement</u></b>
MAZZA, A	3/15/2010	\$15.68	\$16.46
FREGON, A	4/5/2010	\$15.68	\$16.46
ADDISON	10/7/1991	\$ 21.71	\$21.71
HADOVANIC	5/7/07	\$19.18	\$19.66
KRAMER	4/30/07	\$18.72	\$19.18
WARKENTIN, J	10/4/10	\$17.81	\$18.26
STRINGER	2/19/07	\$17.81	\$18.26
CORK	7/31/89	\$21.71	\$21.71
HERRERA	5/9/2005	\$18.72	\$19.18
KELLEY, B	9/25/06	\$18.26	\$18.72
KNOX	2/24/03	\$19.66	\$20.16
FISHER, L	7/3/06	\$18.26	\$18.72
NAU	2/13/06	\$18.26	\$18.72
TEMLADOR, R	6/1/09	\$16.96	\$17.38
SUTTON	7/3/06	\$18.26	\$18.72
VILLASENOR	5/16/05	\$18.72	\$19.18
ROBERTS, K	7/7/08	\$17.38	\$17.81
KOLBECK, L	7/7/08	\$17.38	\$17.81
CAIN, J	7/27/08	\$17.38	\$17.81
COREY,S	7/20/09	\$18.26	\$18.72
KELLEY, C	9/29/08	\$17.38	\$17.81
SHEEHAN, P	9/7/09	\$18.26	\$18.72
WARD, D	12/22/08	\$17.38	\$17.81
STAMMER, B	1/19/09	\$16.96	\$17.38
OLSEN, C	1/4/10	\$17.38	\$17.81
BROWN	1/10/05	\$20.64	\$21.16
GORDON, D	8/9/10	\$19.17	\$19.65
STEIN, R	11/9/09	\$19.65	\$20.14
GOERTZEN, J	9/8/10	\$18.70	\$19.17
GEORGE	1/1/2007	\$25.29	\$25.29
ROACH, M	3/15/2010	\$19.76	\$20.25
WEBB	7/2/07	\$21.28	\$21.81
BICE	6/23/2008	\$21.81	\$22.36
ROBBINS	2/9/2009	\$20.25	\$20.76
BROOKS-FRANCIS	1/1/2007	\$23.41	\$24.00
MOORADIAN, J	8/9/2010	\$21.74	\$22.29
FLEMING	8/18/2003	\$25.85	\$26.49
FRANCIS	1/10/2005	\$23.41	\$24.00
MORTON	7/7/2003	\$25.85	\$26.49
MCGEE, S	8/18/2010	\$21.74	\$22.29
WARREN	6/23/2002	\$26.49	\$27.15

	<b>Police Officer</b>	<b>Corporal</b>	<b>Detective</b>	<b>Sergeant</b>
<b>Training Rate</b>	\$15.68			
<b>Probationary Rate</b>	\$16.46			
<b>Step 1</b>	\$16.96	\$18.25	\$19.76	\$21.74
<b>Step 2</b>	\$17.38	\$18.70	\$20.25	\$22.29
<b>Step 3</b>	\$17.81	\$19.17	\$20.76	\$22.84
<b>Step 4</b>	\$18.26	\$19.65	\$21.28	\$23.41
<b>Step 5</b>	\$18.72	\$20.14	\$21.81	\$24.00
<b>Step 6</b>	\$19.18	\$20.64	\$22.36	\$24.60
<b>Step 7</b>	\$19.66	\$21.16	\$22.91	\$25.22
<b>Step 8</b>	\$20.16	\$21.69	\$23.49	\$25.85
<b>Step 9</b>	\$20.66	\$22.23	\$24.07	\$26.49
<b>Step 10</b>	\$21.18	\$22.79	\$24.68	\$27.15
<b>Step 11</b>	\$21.71	\$23.36	\$25.29	\$27.83

## **Appendix #X - Uniforms & Equipment Provided by Department**

### **Patrol**

1. Uniforms (replaced as needed)
  - 5 long sleeve shirts
  - 5 short sleeve shirts
  - 5 pairs of pants
  - Gang detail shirts and pants
  - Boots
  
2. Duty Gear
  - Belt and related items for belt
  - Pepper spray
  - Flashlight
  
3. Weapon
  - Duty handgun
  - Taser
  - Patrol rifle
  - Shotgun
  
4. Ballistic Vest
  
5. Business cards
  
6. Hand radio and earpiece
  
7. Practice Ammunition (50 rounds per month)\*\*\*

\*\*\* For use at a facility authorized by the Chief of Police.

## Memorandum

*To:* City Commissioners  
*From:* Cherise Tieben, Asst.  
City Manager  
*Date:* December 17, 2010  
*Subject:* Supplemental  
Memorandum of  
Understanding  
*Agenda Item:* New Business

---

**Recommendation:** Staff recommends the approval of the Supplemental Memorandum of Understanding authorizing the amendment to the existing FOP contract.

**Background:** In the past, multiple efforts and methods have been utilized by the Police Department to control overtime while still providing staffing levels expected by the public and desired by the Commission. The previous amendment utilized a schedule commonly referred to as the Dupont plan which requires the officers to work 12 hr shifts which total 168 hours scheduled over 28 days. The officer rotated between several day shifts, several days off and then several night shifts. The FOP Lodge opposed this style of scheduling. The Lodge then suggested a variation of the Dupont plan which is commonly referred to as the Pitman plan. The 28 day work cycle, the 12 hour shifts and the 168 hours in a cycle, do not change with the Pitman plan. However, it does vary in the distribution of the shifts from the Dupont and it allows an officer to stay on night shifts for 28 days and then go to day shifts the next 28 days.

**Justification:** This variation of work plans will give us an opportunity to review a schedule which offers many positive aspects in our effort to control overtime, it prevents officers from strictly working night shifts, which will make for more well rounded officers. Additionally, officers who had been assigned to the night shift previously may now be scheduled for court and training during working hours, instead of causing additional overtime expenditures. At the end of July 2011, if the City is unsatisfied with the results of the scheduling change, the Lodge and Administration will attempt to yet again find a satisfactory solution.

**Financial Considerations:** None at this point, as staff managed to budget for the Dupont plan in the 2011 budget through additional funding and an expected reduction in overtime and the savings of shift differential pay.

**Purpose/Mission:** Utilizing the proposed schedule will provide additional hours to Police staff so that we may better serve the community while being fiscally responsible.

**Legal Considerations:** N/A

**Attachments:** Supplemental Memorandum of Understanding

# **MEMORANDUM OF UNDERSTANDING**

## **SUPPLEMENT NO. 1**

This Memorandum of Understanding – Supplement No. 1 (“Supplemental Memorandum”) is made and entered into by and between the City of Dodge City, Kansas (“City”) and the Fraternal Order of Police, Lodge #49 of Dodge City, Kansas (“Lodge”);

WHEREAS, the City as the employer and the Lodge as the exclusive representative of members of the employee unit are parties to a Memorandum of Understanding dated January 1, 2011 (“Memorandum”) which resulted from agreements reached between the parties pursuant to meet and confer provisions of the PEER Act, and

WHEREAS, the City and Lodge mutually desire to amend and modify the wording of certain provisions of the Memorandum, and

WHEREAS, both parties agree that the proposed amendment and modification of said provisions of the Memorandum as set forth below is to their mutual best interest;

NOW, THEREFORE, the City and the Lodge agree as follows:

- (1) From and after the effective date of this Supplemental Memorandum, the provisions of Article 8 – HOURS OF WORK, Section 8.1 – Patrol Bureau, of the Memorandum shall be amended and modified by inserting

the following language which replaces and is in lieu of Article 8 – HOURS OF WORK, Section 8.1 – Patrol Bureau as set forth in the Memorandum:

Article 8 – HOURS OF WORK, Section 8.1 – Patrol Bureau

The normal work period in Patrol Bureau, exclusive of officers on special assignment, such as, warrant officer, GREAT Officers and school resource officers, shall consist of a twenty-eight (28) day work cycle. In the cycle, an officer shall work 12 hour shifts in accordance with Attachment A for the officers twenty-eight (28) day work cycle .

The normal work shift for the POP Unit shall be mutually agreed upon by the Chief and the Lodge President. The POP Unit shall work a 28 day work cycle.

- (2) From and after the effective date of this Supplemental Memorandum, the provisions of Article 9 – WORK ASSIGNMENTS, Section 9.1 – Semiannual Bidding Procedure – Patrol Bureau shall be amended and modified by inserting the following language, which replaces and is in lieu of Article 9 – WORK ASSIGNMENTS, Section 9.1 – Semiannual Bidding Procedure as set forth in the Memorandum:

Article 9 – WORK ASSIGNMENTS, Section 9.1 – Semiannual Bidding Procedure

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 and/or his designee based on previous stated qualifications. An officer, who has his bid position changed, shall receive an explanation from the Chief and/or his designee, with notification sent to the Lodge that such explanation was given. Any member of the bargaining 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.

- (3) From and after the effective date of this Supplemental Memorandum, the provisions of Article 16 – COMPENSATION, Section 16.5 – Shift Differential shall be amended and modified by inserting the following language, which replaces and is in lieu of Article 16 – COMPENSATION, Section 16.5 – Shift Differential as set forth in the Memorandum:

Article 16 – COMPENSATION, Section 16.5 – Shift Differential  
Officer's who are assigned exclusively to a night shift for more than any one consecutive twenty-eight day work cycle shall be paid an additional forty-five cents (\$.45) per hour in addition to the officer's regular base wage, while working that work cycle.

- (4) From and after the effective date of this Supplemental Memorandum, the provisions of Article 17 – OVERTIME PAYMENT, Section 17.1 -

Overtime Rate and Scheduling shall be amended and modified by inserting the following language which replaces and is in lieu Article 17 – OVERTIME PAYMENT, Section 17.1 - Overtime Rate and Scheduling as set forth in the Memorandum:

Article 17 – OVERTIME PAYMENT, Section 17.1 – Overtime Rate and Scheduling

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 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 Bureau of Patrol will be based on necessity as determined by the Chief, and incurred only upon prior approval of the Chief or his designee. Assignment of overtime will be based on qualifications and experience needed and will be assigned at the discretion of the Chief or his designee.

- (5) From and after the effective date of this Supplemental Memorandum, the City agrees that it will interpret and apply the foregoing Amendments, in lieu of the original provisions as set forth in the Memorandum.
- (6) The Lodge agrees that it will not initiate on its own behalf or on behalf of any member or former member of the employee unit any grievance, complaint or cause of action challenging or objecting to the City's application and enforcement of the Amendments, in lieu of the original provisions of the Memorandum, nor will the Lodge encourage, participate in, or provide any assistance whatsoever to or on behalf of any member or former member of the employee unit in any such grievance, challenge, complaint, objection or action, which in any manner arises out of the City's application of the foregoing Amendments as set forth in paragraph one (1), two (2), three (3) and four (4) above rather than the original provisions of the Memorandum.
- (7) The parties agree that this Supplemental Memorandum and all other provisions of the Memorandum shall remain in full force and effect during the original term of the Memorandum.
- (8) The effective date of this Supplemental Memorandum shall be January 24, 2011.
- (9) This Supplemental Memorandum may be amended only by mutual written agreement of the parties.
- (10) The parties agree that this amendment as set out in paragraphs one (1), two (2), three (3) and four (4) of this Supplemental Memorandum shall

become a part of and will be included in any Memorandum of Understanding which supersedes the Memorandum, dated January 1, 2011, unless the City provides to the Lodge written notice no later than August 9, 2011, of the City's desire to modify, supplement or delete any of the provisions of the Amendments set out in paragraphs one (1), two (2), three (3) and four (4) of this Supplemental Memorandum.

This Supplemental Memorandum has been approved by the parties on the dates reflected below. The parties agree that the persons whose signatures appear below are authorized to, and by their signatures hereto, do hereby bind the respective parties and their respective successors and assigns hereto, and represent that each has been duly authorized to sign this Supplemental Memorandum and thereby bind the parties which they represent hereto.

FRATERNAL ORDER OF POLICE,  
LODGE #49

CITY OF DODGE CITY

By \_\_\_\_\_  
David Gordon, President

By \_\_\_\_\_  
E. Kent Smoll, Mayor

Dated this 20th day of December, 2010

Dated this 20<sup>th</sup> day of December, 2010

ATTEST:

ATTEST:

\_\_\_\_\_  
Amy Stringer, Lodge Secretary

\_\_\_\_\_  
Nannette Pogue, City Clerk

# Attachment A

## 28 Day Cycle

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1	D1, N1	D1, N1	D2, N2	D2, N2	D1, N1	D1, N1	D1, N1
Week 2	D2, N2	D2, N2	D1, N1	D1, N1	D2, N2	D2, N2	D2, N2
Week 3	D1, N1	D1, N1	D2, N2	D2, N2	D1, N1	D1, N1	D1, N1
Week 4	D2, N2	D2, N2	D1, N1	D1, N1	D2, N2	D2, N2	D2, N2

D1 = Day Shift 1  
D2 = Day Shift 2  
N1 = Night Shift 1  
N2 = Night Shift 2

Each day reflects a 12 hour shift  
Each shift shall rotate from day to night or night to day shift each 28 day cycle

## Memorandum

*To: City Commissioners*  
*From: Ken Strobel, City Manager*  
*Cherise Tieben, Assistant City Manager*  
*Date: December 17, 2010*  
*Subject: Southwest Kansas Coalition*  
*Lobbyist Agreement*  
*Agenda Item: New Business*

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**Recommendation:** Staff recommends approval of the Southwest Kansas Coalition Agreement with Jennison Government Services in the amount of \$17,000.00

**Background:** Beginning in 2009 the Southwest Kansas Coalition comprised of Dodge City, Garden City and Liberal began contracting with a registered lobbyist in order to have our legislative policy addressed in a consistent fashion in Topeka.

**Justification:** By utilizing a lobbyist, we better prepare ourselves to take advantage of opportunities as they present themselves in the legislative session. In addition, the concerns of the major Southwest Kansas communities are better represented on a daily basis with the legislators.

**Financial Considerations:** \$17,000.00

**Purpose/Mission:**

**Legal Considerations:** None

**Attachments:** Jennison Government Services Agreement

# Jennison Government Services

This Independent Contractor Agreement (the "Agreement") is entered into] by and between Jennison Government Services (the "Consultant"), and Southwest Kansas Coalition (the "Client").

## RECITALS

WHEREAS, the Client is in need of assistance in the area of government affairs and WHEREAS, Consultant has agreed to perform consulting work for the Client in government affairs services and other related activities for the Client;

NOW, THEREFORE, the parties hereby agree as follows:

**1. Consultant's Services.** Consultant shall be available and shall provide to the Client professional services in the area of government affairs ("Consulting Services") as needed and requested.

**A. Deliverables.** Consultant will compile a distribution list in consultation with the Client. Reports, updates and other communication will be sent to representatives of all member cities of the Southwest Kansas Coalition. A general legislative report will be emailed weekly to include but not limited to legislation of a general interest and legislation that could impact or be of interest to the client. At the request of the Client or a member city, Consultant will be available for discussions via telephone.

## **2. Consideration.**

**A. RATE.** In consideration of the Services to be performed by Consultant under this Agreement the Client will pay Consultant the flat rate of \$4,000.00 per month during the legislative session (four months). If Consultant's services are required by Client in the interim a flat rate, not to exceed \$4,000.00 per month, can be negotiated or an hourly rate of \$100.00 will be applied. The Client shall pay Consultant the amounts due pursuant to submitted invoices received by the Client.

**B. EXPENSES.** Additionally, the Client will pay Consultant for the following expenses: lobbyist registration fee for Client's interest; Hospitality, not to exceed \$1,000.00 per year unless prior approval by client is granted; travel expenses. (all travel by Consultant will be pre approved by Client);

Consultant shall submit written documentation and receipts where available itemizing the dates on which expenses are incurred. The Client shall pay Consultant the amounts due pursuant to submitted reports when a report is received by the Client.

**3. Independent Contractor.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between the Client and Consultant. Consultant is an independent contractor and not an employee of the Client or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the Client will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold itself out as an employee of the Client and Consultant acknowledges that he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the Client's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be Consultant's sole responsibility and Consultant shall indemnify and hold Client harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

**4. Confidentiality.** In the course of performing consulting services, the parties recognize that Consultant may come in contact or become familiar with information which the Client or its subsidiaries or affiliates may consider confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Client's personnel or their designees.

**5. Term.** This Agreement shall commence on January 1, 2011 and shall terminate on December 31, 2011, unless earlier terminated by either party hereto. Either party may terminate this Agreement upon Thirty (30) days prior

written notice. The Client may, at its option, renew this Agreement for an additional term of one year on the same terms and conditions as set forth herein by giving notice to Consultant of such intent to renew on or before November 1, 2011.

**6. Consultant's Taxpayer I.D. Number.** The taxpayer I.D. number of the Consultant is 26-3968197. The Consultant will register with the Secretary of State to perform the agreed upon services enumerated herein.

**7. Representations and Warranties.** The Consultant will make no representations, warranties, or commitments binding the Client without the Client's prior consent.

**8. Legal Right.** Consultant covenants and warrants that he has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that he has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. Consultant shall indemnify and hold harmless the Client from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such agreements. Breach of this warranty shall operate to terminate this Agreement automatically without notice as specified in Paragraph 5 and to terminate all obligations of the Client to pay any amounts which remain unpaid under this Agreement.

**9. The Waiver.** Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

**10. Notice.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

1. Notices as to Consultant: Robin Jennison • 2858 SW Plass Ave..• Topeka, Ks 66611

2. Notices to the Client: Southwest Kansas Coalition

WHEREFORE, the parties have executed this Agreement as of the date written above.

Client:

By:

\_\_\_\_\_

Date:

\_\_\_\_\_

CONSULTANT:

By:

\_\_\_\_\_

Date:

\_\_\_\_\_

## Memorandum

*To:* City Manager  
City Commissioners  
*From:* Cherise Tieben  
*Date:* December 17, 2010  
*Subject:* SW KS Coalition Legislative Agenda  
*Agenda Item:* New Business

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**Recommendation:** Approve the Southwest Kansas Coalition Legislative Agenda.

**Background:** The Commission has been actively working on refining this agenda for months with the Southwest Kansas Coalition Executive Committee. The Agenda will be utilized to offer a uniform legislative Agenda for the coordinated cities.

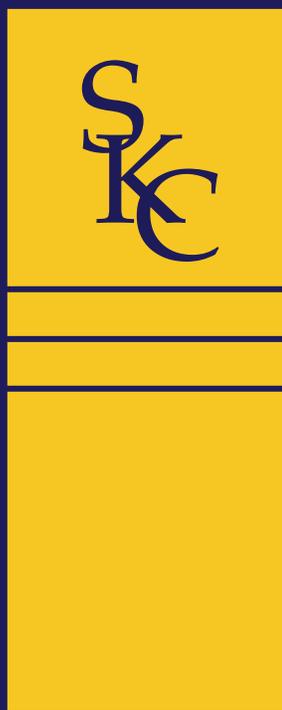
**Justification:** The Coalition was formed not only to share information and assist each other through open communication but to coordinate legislatively. The voice of one City will never be as loud as the voice of the three largest communities in Western Kansas speaking as one. In order to effectively utilize that collective voice, the legislative agenda was necessary to make sure it was a coordinated voice.

**Financial Considerations:** Not applicable.

**Purpose/Mission:** The legislative agenda addresses areas that will improve the quality of life in our community and foster a better future for Dodge City.

**Legal Considerations:** None

**Attachments:** Southwest Kansas Coalition Legislative Agenda



Southwest Kansas Coalition

2011  
Legislative Agenda

## SKC Defined

The Southwest Kansas Coalition consists of representatives from the elected governing bodies of the City of Dodge City, the City of Liberal and the City of Garden City; united around a common set of issues impacting the region.

The Southwest Kansas Coalition was formed to foster mutually beneficial conditions within the region by working collectively to advocate a policy agenda promoting the idea that Southwest Kansas should be consistently considered in State and Federal level decisions; particularly in instances where those decisions affect major issues impacting the lives of residents of the region.

The Southwest Kansas Coalition is committed to achieving its mission through rigorous discussion and collective agreement on issues brought before the body in so far as those issues comprise a workable and attainable core agenda that may be advanced at State and Federal levels.

Coalition members, have cooperatively and collaboratively designed an agenda promoting and identified a set of policy positions intended to generate positive social and economic impacts for all Southwest Kansans.

## Summary Position

In 2011, the Southwest Kansas Coalition seeks to convey the critical role of transportation in the maintenance and achievement of economic benefits for all of Southwest Kansas. As such, SKC would urge the Kansas Legislature to continue support of T-WORKS and do nothing to harm or jeopardize funding for the program.

## Core Principles

### **EDUCATION:**

The development of an adequate and stable workforce through the process of establishing additional opportunities for the region's residents to obtain advanced educational degrees and specialized training programs is essential to maintaining and growing the economy of Southwest Kansas.

### **ECONOMIC DEVELOPMENT:**

The region's communities rely on State and Federal programs designed to maximize their competitiveness in their efforts to recruit and retain businesses as well as qualified workers. Unfortunately, due to their micropolitan designation, each of the three communities ineligible for a number of programs that would be beneficial in economic development efforts because they are designed specifically for either rural or urban communities. Efforts to design programs for the growing segment of micropolitan communities in Kansas would prove extremely beneficial in their transition to a more urban designation.

### **IMMIGRATION:**

Communities in Southwest Kansas rely heavily on labor provided by immigrants and refugees. As such Congress and the Kansas Legislature should engage in a common sense approach to addressing the growing need for additional resources that assist municipalities in their attempts to integrate immigrants into their new communities as well as reduce the time and distance barriers between legal residents' pursuit of citizenship.

### **TRANSPORTATION:**

Transportation infrastructure is critical to the safety of the region's travelers as well as a vital means of maintaining and growing our regional economy. Infrastructure development in the western half of Kansas should be a top priority as the State works to cultivate regional partnerships in the project selection process of the Transportation Works for Kansas (T-WORKS) Program.

T-WORKS must consider how transportation infrastructure impacts regional economies, rather than simply adjusting infrastructure to support densely populated areas, as a way to determine the need for transportation improvements. According to the study, "Public highway investments could affect the allocation of economic activity by drawing economic activity toward new or expanded highways or by encouraging expansion of particular industries." Southwest Kansas is a key driver of the State's agricultural economy as evidenced by the region's standing in the areas of beef, dairy and crop production. Producers in these coun-

ties are limited in their ability to effectively and efficiently move commodities due to the inadequately designed transportation infrastructure that often results in excessive roadway congestion and limited connectivity to destination markets. Enhancing and expanding transportation infrastructure will achieve a substantial reduction in roadway congestion leading to increased passenger safety as well as enhancing connectivity allowing businesses to efficiently expand to reach larger state and national markets through improved connectivity.

The State has done a great deal to improve the transportation infrastructure of large population centers such as Wichita, Topeka and Kansas City. Statistics indicate that the highways in the Southwest Kansas serve (in many cases) a substantially higher percentage of commercial traffic. Because of this, the people who are utilizing the region's highway and road infrastructure are continually put at risk.

Enhancing regional economies through the implementation of T-WORKS has been a primary focus for the Southwest Kansas Coalition. Transportation is a critical component of this region's economy; and, as such, the Coalition has adopted a regional approach to identifying issues and proposing solutions to assist the Kansas Department of Transportation and legislators in their efforts to select projects that not only serve to maintain existing transportation infrastructure but also meet regional needs by: 1) ensuring access to safe travel routes; 2) allowing businesses to ship and receive goods more quickly and at a lower cost; 3) allowing consumers to travel more quickly to retail or service outlets as well as medical facilities; 4) allowing workers to travel more quickly and economically to work.

## STATE

### T-WORKS

#### POSITION

K-DOT should work to address all regional transportation needs identified in the August 2010 T-WORKS District 6 worksheet.

#### BACKGROUND

K-DOT should promote initiatives that demonstrate efficient use of State funds and reward regional partnerships. It is the group's belief that K-DOT should work to incorporate all projects allotted for District 6 throughout the life of the T-WORKS Program.

### T-WORKS Priority Transportation Projects

#### POSITION

The T-WORKS Program should effectively utilize State and Federal funding rewarding regional approaches to project identification. The member cities of the Southwest Kansas Coalition believe that the following expansion and modernization projects will most benefit the region over the lifespan of the T-WORKS Program:

#### BACKGROUND

The SKC is committed to the idea that establishing a 4-lane expressway on US-54/400 between Kingman and Mullinville would provide the region's residents

##### US-50 Expansion

- 4-lane Expressway from Cimarron to Gray-Ford County Line
- 4-lane Expressway from the Gray-Ford County Line to Dodge City
- Passing lanes East of Garden City to Finney-Gray County Line

##### US-54 Expansion

- Passing lanes from Liberal to Shamrock
- Passing lanes from Shamrock to Seward-Meade County Line
- Passing lanes from Seward-Meade County Line to US-160

##### US-83 Expansion

- Passing lanes from 1 mi N of Haskell-Finney county line to Garden City

##### Other Programs

- Funding for turn lanes on highways at major intersections in rural areas;
- Continued funding of the Kansas Airport Improvement Program
- Increased funding for Public Transit, including regional transit programs;
- Increased funding for local roads and streets (Special City & County Highway Fund);
- Maintenance of or Increase in lane mile payments to cities for maintenance of city connecting links;
- Funding for KLINK resurfacing projects on city connecting links;
- Funding for geometric improvements on city connecting links;
- Funding for economic development projects within cities and counties;
- Discretionary funding to allow KDOT assistance for local economic development projects.

## Economic Development

### P O S I T I O N

The Kansas Department of Commerce should modify the IMPACT Act to utilize the program more fully to meet the needs of businesses in the region.

### BACKGROUND

Businesses in the region have struggled to remain competitive in recruitment and retention efforts due to the inflexibility of incentive programs offered by the State. As such the Kansas Legislature should act to:

- A. Modify the IMPACT Act in order to allow it to more effectively meet the needs of Kansas companies while also allowing their recruitment and retention efforts to remain competitive.
  - Allow choice of debt service or cash based financing thereby maximizing investment value to the State and the businesses.
  - Eliminate the 95% withholding limit.
  - Set targets for rural and small business opportunities.
  - Allow unallocated funds to carry over from year to year.
- B. Streamline and simplify investment and job creation tax credit programs
  - Simplify qualified investment calculation
  - Reintroduce HB 2170 to create Opportunity Zones, Investment credits and Job Creation credits
- C. Allow Kansas Department of Commerce the flexibility to create a “deal closing” fund
- D. Create “Investment in Kansas Employment” (IKE), a job creation incentive which is payroll withholding tax driven and serves as a cash-equivalent incentive for job creation.

## Water Use

### POSITION

We support legislation adding “conservation” as a beneficial use of water.

### BACKGROUND

Conservation use would allow a water right holder to stop pumping without being subject to the use it or lose it provisions of the current law. Adding this new beneficial use will allow for better water planning for cities, and will prolong the useful life of the State’s aquifers

## FEDERAL

### Rail Transportation

#### POSITION

Continue rail and passenger rail service to and through Southwest Kansas.

#### BACKGROUND

Preserving cross-country rail service through southwest Kansas is important as rural regions must offer as many alternative modes of transportation as possible if they are expected to satisfy citizens' needs and attract or retain businesses. We ask that our delegation ensure continued federal support of passenger rail service to southwest Kansas.

### Air Transportation

#### POSITION

Continue federal funding for passenger air service to Southwest Kansas.

#### BACKGROUND

Essential Air Service (EAS) is critical to maintaining commercial air service to Southwest Kansas. We encourage continued support from our Congressional Delegation.

### Airport Improvement Program (AIP) Funding

#### POSITION

Support continued AIP for primary airports.  
  
Support continued virtual primary airport status for airports that traditionally meet primary airport status.

#### BACKGROUND

Federal funding through the Airport Improvement Program (AIP) is critical to maintaining the infrastructure of primary airports. The lasting effects of 9/11 and recent high fuel costs have increased the volatility of this funding and have required special legislative language through "virtual primary airport status" to enable airports to continue necessary capital improvements. As numbers rise back to their pre-9/11 pace, we support continued funding through virtual primary airport status.

## Economic Development

### POSITION

Congress should further refine its definition of “micropolitan” to allow communities contained within this growing category the opportunity to engage in federal programs designed to create regional residential and commercial growth opportunities.

### BACKGROUND

Communities being classified as “micropolitan” is relatively new in that the designation includes counties previously categorized as nonmetropolitan or rural counties. Micropolitan cities tend to have populations between 20,000 to 49,999 and are contiguously linked surrounding counties. Micropolitan counties serve a distinct and important role in regions across the United States. They act as regional trade centers and provide opportunities for regional growth benefitting both nonmetropolitan and rural areas throughout the nation.

Congress should further define the “micropolitan” needs through the development and implementation of policies that stimulate economic development in that sector. Many definitions used in federal policy targeting metro/non-metro are neither consistent nor interchangeable with urban/rural definitions. As a result, many micropolitan areas are excluded from programs targeting rural areas because they exceed population parameters and are excluded from programs targeting urban sectors because they are too small.

Refining the definition for micropolitan counties and enhancing public policy/programs aimed at assisting rural and micropolitan counties in their development initiatives achieve growth by integrating cluster strategies stimulating business and residential development in these areas.

## Immigration Reform

### POSITION

Congress should seek to provide assistance to those communities located in rural areas with large immigrant populations.

### BACKGROUND

Congress should consider providing under served rural areas with large immigrant populations assistance through the establishment of a dedicated outreach program or a service center that would offer immigration services consistent with those provided by Federal Immigration Offices throughout the country. Such services would signify a sustained effort on the part of the Federal Government to remove time and distance barriers standing in the way of legal residents' pursuit of citizenship.

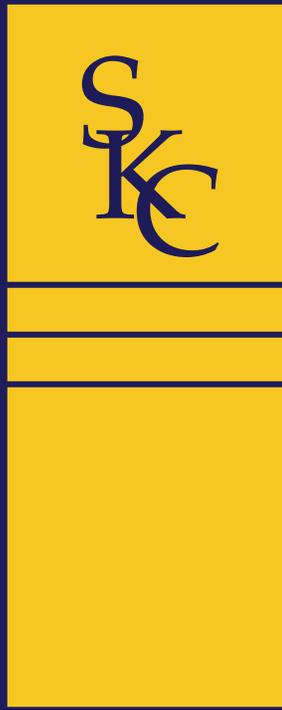
# Housing

## POSITION

Congress should modify the United States Department of Agriculture USDA Rural Housing Program to incorporate communities which exceed 20,000 in population and serve as regional trade centers by allowing them to engage in federal programs which are designed to provide assistance with housing development and related infrastructure in order to create growth in such communities.

## BACKGROUND

Communities that are over 20,000 in population yet under 40,000 and which are located more than 100 miles from a metropolitan community are in need of assistance with housing development incentive programs. These communities often serve as regional trade centers and provide a major source of employment for smaller neighboring communities. Current USDA regulations excluding these communities from access to such USDA initiatives severely limits funding opportunities for housing and infrastructure development, which in turn limits opportunities for growing the economy in these communities and the smaller supporting communities.



Southwest Kansas Coalition