

CITY COMMISSION AGENDA

City Hall Commission Chambers

Tuesday, September 6, 2011

7:00 p.m.

MEETING #4860

CALL TO ORDER

ROLL CALL

INVOCATION by Father Dennis Zimmerman of St. Cornelius Episcopal 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).

Character Trait - Thoroughness

CONSENT CALENDAR

1. Approval of City Commission Special Meeting minutes, August 15, 2011
2. Approval of City Commission Meeting minutes, August 15, 2011
3. Appropriation Ordinance No. 17, September 6, 2011
4. Cereal Malt Beverage License
 - a. Dillons #1, 1700 N. 14th Street
5. Approval of Change Order No. 1 for Soule Street Patching.
6. Approval of Change Order No. 1 for Wagon Wheel Infrastructure.
7. Approval for Staff to Negotiate and Sign a Contract with Pinegar & Smith Associates.

ORDINANCES & RESOLUTIONS

Ordinance No. 3522: An Ordinance of the City Commission of the City of Dodge City, Kansas, Authorizing the Issuance of its Special Obligation Revenue Bonds (Summerlon Phase II Project) for the Purpose of Financing Certain Costs Relating to a Rural Housing Incentive District; Authorizing and Approving the Execution of Certain Documents in Connection with the Issuance of Such Bonds and Authorizing Certain Other Actions in Connection with Issuance of Such Bonds. Presented by Assistant City Manager, Cherise Tieben.

Ordinance No. 3523: An Ordinance Regulating Traffic Within the Corporate Limits of the City of Dodge City, Kansas Incorporating by Reference the “Standard Traffic Ordinance for Kansas Cities 2011” and repealing Ordinance No. 3496. Presented by Director of Finance/City Clerk, Nannette Pogue.

Ordinance No. 3524: An Ordinance Regulating Public Offenses Within the Corporate Limits of the City of Dodge City, Kansas Incorporating by Reference the “Uniform Public Offense Code for Kansas Cities Edition 2011” and repealing Ordinance No. 3497. Presented by Director of Finance/City Clerk, Nannette Pogue.

Resolution No. 2011-23: A Resolution for the Temporary Suspension and Waiver of Certain Provisions of Ordinance No. 2838 and the Uniform Fire Code Pertaining to the Discharge of Fireworks Within the City Limits of the City of Dodge City, Kansas. Presented by Fire Chief, Kevin Norton.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of FOP Contract. Presented by Assistant City Manager, Cherise Tieben.
2. Approval of Grant Application for Ramp Expansion at Dodge City Regional Airport. Presented by Superintendent of Public Works, Mike Klein.
3. Appointment of League of Kansas Municipalities Voting Delegates. Presented by Director of Finance/City Clerk, Nannette Pogue.
4. Appointment of National League of Cities Delegates. Presented by Director of Finance/City Clerk, Nannette Pogue.
5. Housing Rehabilitation Plan. Presented by Director of Finance/City Clerk, Nannette Pogue.

OTHER BUSINESS

ADJOURNMENT

Thoroughness Isn't a Habit, It's a Lifestyle

September 2011



"How many times have you rolled the four-wheeler?"

My mind races and then froze. I stammered something about the details of the first couple of times.

"Have you learned anything from it?" my boss asked.

It was a good question. The night before, I'd rolled his two-month-old Yamaha Grizzly while applying weed killer on rangeland pasture.

Quit Fearing the Boss

As I changed sprinklers that morning - and for several months after that - I sorted through the frustrations of not feeling trusted and of making so many stupid mistakes.

First, I realized responsibility is something you take in the moment, not just when problems emerge later. If I had applied the mental and physical energy my mother taught me to apply, the whole story would be different. But I got distracted.

My boss would give me detailed instructions and then summarize by saying "whatever's easiest." He probably meant for me to apply some initiative and ingenuity, but I started trying to avoid noticeable mistakes instead of taking responsibility for each challenge.

Take Pride in the Process

Second, I made it my goal to set high standards and finish tasks to my satisfaction instead of worrying about what the boss thought or how he would do it. So when I worked for another farmer the next spring, I tried to understand each task: the ultimate objective, the mistakes to avoid, and the best way to accomplish each step in the process. Instead of memorizing step-by-step instructions, I thought it through until I knew what we wanted and how to get there.

Certain tasks are more fun than others. The important thing is to recognize the intrinsic value of each task and care enough to pursue that value.

Quit Fearing Results

Third, I started to see results - including whether my boss trusted me - as feedback, sometimes indicating where I could improve and sometimes revealing factors beyond my control. It was easy to feel demoralized when the boss didn't trust me. But it was also hard to blame him, and exhortations to "pay attention" or "believe in yourself" made me wonder what I should be focused on and how believing in myself would help when I was part of the problem.

In order to break that downward spiral, I needed to focus on the process, listen to what results could tell me, and then get back to work on the process.

**CITY COMMISSION
SPECIAL MEETING MINUTES**

City Hall Commission Chambers

Monday, August 15, 2011

6:00 p.m.

MEETING #4858

CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners Kent Smoll, Jim Sherer, Michael Weece and Monte Broeckelman were present.

NEW BUSINESS

Discussion of Amended Essential Air Service Recommendation was opened. Commissioner Kent Smoll moved to approve all 4 points of the recommendation by Staff to include 3 Great Lakes daily round trip flights to Denver from Dodge City, Commissioner Michael Weece seconded the motion. Motion carried 4-1. Commissioner Monte Broeckelman voted no.

ADJOURNMENT: Commissioner Michael Weece moved to adjourn the meeting; Commissioner Jim Sherer seconded the motion. The motion carried 5-0.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, August 15, 2011

7:00 p.m.

MEETING #4859

CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners Kent Smoll, Jim Sherer, Michael Weece and Monte Broeckelman were present.

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor, Rick Sowers, opened the Public Hearing.

1. Chief of Police Craig Mellecker presented the Justice Assistance Grant and explained the need to continue the program for interpreters.
2. Director of Finance/City Clerk Nannette Pogue presented the 2012 Budget. Commissioner Kent Smoll made some suggested considerations.

Mayor Rick Sowers closed the Public Hearing.

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, August 1, 2011
2. Approval of City Commission Special Meeting minutes, August 4, 2011
3. Appropriation Ordinance No. 16, August 15, 2011
4. Cereal Malt Beverage License
 - a. El Zarape of Dodge City, 1301 W. Wyatt Earp Blvd.

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

ORDINANCES & RESOLUTIONS

Ordinance No. 3521: Ordinance Attesting to an Increase in Tax Revenues for the Budget Year 2012 for the City of Dodge City was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Kent Smoll. Motion carried unanimously.

UNFINISHED BUSINESS**NEW BUSINESS**

1. Appointment of Sarah Doll-Heeke to the Dodge City Housing Board was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Jim Sherer. Motion carried unanimously.
2. Authority for Staff to enter into an agreement with BNSF to replace/repair the railroad crossing at First Avenue and Fourth Avenue for an amount not to exceed \$130,000 was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Jim Sherer. Motion carried unanimously.
3. The 2012 Budget as presented with the amendment of adding \$200,000 sales tax revenue, and increase transfer to Capitol Equipment by the same amount if revenue comes in was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Michael Weece. Motion carried unanimously. Additionally, Commissioner Kent Smoll thanked Staff and Department Heads for their work on the 2012 Budget.

OTHER BUSINESS

Ken Strobel, City Manager:

- Thanked Nannette for work on the 2012 Budget;
- Thanked Staff for all the work during Dodge City Days; and
- Reminder, the next Regular Commission Meeting will be Tuesday, September 6th.

Jane Longmeyer, Director of Public Information:

- Road Construction – during daytime, may be some traffic interruptions. Beeson Road project approximately one (1) week and West Division is under reconstruction.

Commissioner Kent Smoll:

- Thanked everyone involved in Dodge City Days – Chamber of Commerce and all involved – Congratulations to Dodge City Roundup;
- Thanked Ken for his work on the Essential Air Service project – commented on decision made during Special Meeting; and
- Glad to see Louis Sanchez and Bill Miller, former Mayors.

Mayor Rick Sowers:

- Tim Herrera will be retiring and his reception is Friday, August 19th from 4:00 p.m. – 7:00 p.m. Thanked Tim for his years of service;
- Thanked Ken and Staff, along with Matt Allen in Garden City and his staff for all their hard work on the Essential Air Service project; and
- School starts in a few days – be watchful of kids.

ADJOURNMENT: Commissioner Kent Smoll moved to adjourn the meeting; Commissioner Jim Sherer seconded the motion. The motion carried unanimously.

Rick Sowers, Mayor

ATTEST:

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

SECTION 1 – LICENSE TYPE			
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.			

SECTION 2 – APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): 0044801956590F01			
Name of Corporation Dillon Stores, Div. of Dillon Companies Inc		Principal Place of Business 2700 E. 4th., P.O. Box 1608	
Corporation Street Address 2700 E. 4th., P.O. Box 1608		Corporation City Hutchinson	State KS
Date of Incorporation 05/13/21		Zip Code 67501	
Resident Agent Name		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Residence Street Address		Phone No.	
		City	State
		Zip Code	

SECTION 3 – LICENSED PREMISE			
Licensed Premise (Business Location)		Mailing Address	
DBA Name Dillons #1		Name Kroger Business License, Tax Department	
Business Location Address 1700 N. 14th Street		Address 2620 Elm Hill Pike, P.O. Box 305103	
City Dodge City	State KS	City Nashville	State TN
Zip 67801		Zip 37230-5103	
Business Phone No. 620-225-6130		<input checked="" type="checkbox"/> Applicant owns the proposed business location.	
Business Location Owner Name(s)		<input type="checkbox"/> Applicant does not own the proposed business location.	

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name see attached sheet, no one owns more than 25%		Position	
Residence Street Address		City	State
		Zip Code	
Date of Birth			
Spouse Name		Position	
Residence Street Address		City	State
		Zip Code	
Date of Birth			
Name		Position	
Residence Street Address		City	State
		Zip Code	
Date of Birth			
Spouse Name		Position	
Residence Street Address		City	State
		Zip Code	
Age			
Name		Position	
Residence Street Address		City	State
		Zip Code	
Date of Birth			
Spouse Name		Position	
Residence Street Address		City	State
		Zip Code	
Age			

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 Kelly Harman	Phone No. 620-855-7238	Date of Birth 12/15/65
Residence Street Address 109 E. Court	City Cimarron	Zip Code 67835
Manager or Agent Spousal Information		
Spouse Name Charolette Harmon	Phone No. 620-855-7238	Date of Birth 08/11/66
Residence Street Address 109 E. Court	City Cimarron	Zip Code 67835

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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age ¹ .	<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 *Kerwin Schermer* DATE 8-11-11

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.

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

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Ray Slattery, 
City Engineer

Date: August 19, 2011

Subject: Soule St. Patching
ST 1103

Agenda Item: Consent Calendar

Recommendation: Approve change order No.1 Soule St. Patching

Background: Soule St. Patching was approved by the Commission on June 6, 2011.

Justification: Sub-Grade Repair – The additional 57 C.Y. represent actual field measurements. The reason for this over run was due the sub-grade being unsuitable because of the waterline break. The water stayed in the sub-grade, so it would not support a load. This area was excavated out and additional crushed concrete was placed.

Traffic Paint Traffic Markings – This bid item was removed from the project. City crews will be painting Soule St. as part of their yearly maintenance. It was decided that it would be more beneficial to wait for the city crews to paint the street.

Financial Considerations: Change Order No.1 is for an increase of \$225.00

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

Legal Considerations: N/A

Attachments: Change Order No.1

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Ray Slattery, *RS*
City Engineer

Date: August 22, 2011

Subject: Wagon Wheel
Infrastructure PL 1001

Agenda Item: Consent Calendar

Recommendation: Approve change order No.1 Wagon Wheel Infrastructure.

Background: Wagon Wheel Infrastructure was approved by the Commission on March 8, 2011.

Justification: Remove & replace Concrete Curb & Gutter – The additional 38 L.F. represents actual field measurements. The reason for this over run was due to some additional curb & gutter had to be removed and replaced for the installation of the sewer line. This was needed because of were the existing curb and gutter joints were located in relation ship to the original removal limits. An additional reason for this over run was because a section of curb and gutter had to removed and replaced because of the waterline installation.

Removal & Disposal of Trees – This bid item was added to the project because the developer needed the existing trees removed from the project site.

Financial Considerations: Change Order No.1 is for an increase of \$8380.00

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

Legal Considerations: N/A

Attachments: Change Order No.1

Memorandum

*To: City Manager
City Commissioners*

From: Cherise Tieben

Date: 09-01-11

Subject: SW KS Coalition

Agenda Item: Consent Calendar

Recommendation: Authorize staff to negotiate and sign a contract for lobbyist services with Pinegar and Smith, through the Southwest Kansas Coalition for an amount not to exceed \$12,000.00. The contract will be a one year contract to run from October 2011-October 2012.

Background: In 2011 the City of Dodge City and the City of Garden City jointly contracted with Pinegar and Smith for lobbyist services. The cost was \$8,000 per City for the four month legislative session. Pinegar and Smith did provide services beyond the legislative session, so that we could realize the benefits that we would receive beyond the 4 month contract. Staff agrees that the benefits have been substantial and worth the additional investment. We believe that Liberal will join us this year, as they witnessed some of the benefits that Dodge City and Garden City received from this service. If Liberal does join the contract, the maximum expense will be \$8,000 per City for the annual contract. The contract will also allow us to utilize the lobbyists for issues that individually affect each community at a separate hourly rate, if all three communities are impacted, it will fall under the contract.

Justification: Activities in Topeka happen at a very rapid pace. Our local legislator's are not able, nor expected; to keep everyone informed that may be impacted by specific legislation. The lobbyist service makes sure that our interests are represented to other legislator's and state staff while working in coordination with our local legislator's to protect our interests.

Financial Considerations: Staff budgets \$8,500 annually for lobbyist services. If Liberal approves the contract, our share would be reduced to \$8,000 annually. As the \$8,500 has been utilized for this budget year for the 2010-11 legislative session, other funds will need to be utilized for the payments in October-December 2011 payments

which would total \$2,000.00. Those funds are available from the City Manager's budget 2011 budget. Adequate funds are available in 2012.

Purpose/Mission: By coordinating this contract through the SKC we are able to better serve Dodge City citizens in our efforts to make Dodge City the best place to be.

Legal Considerations: Once the terms have been agreed upon the City Attorney will review the contract prior to signing.

Attachments: None

Memorandum

*To: City Manager
City Commissioners*

From: Cherise Tieben

Date: 9-1-11

*Subject: RHID Bond Issuance
Agenda Item: Ordinance 3522*

Recommendation: Staff recommends the approval of Ordinance 3522 authorizing the issuance of Special Obligation Revenue Bonds for the purpose of financing certain costs relating to a Rural Housing Incentive District and Authorizing and Approving the Execution of certain documents in connection with the issuance of such bonds and Authorizing certain other actions in connection with the issuance of such bonds. This ordinance authorizes the Bond Indenture and Tax Compliance Agreement. The table of contents for the Bond Trust Indenture is included in the agenda packet. If you wish to review the entire document, it is available in Leslie's office.

Background: This is the final step in the Rural Housing Incentive District process for Summerlon Phase II improvements which will result in at least 20 new homes in the district.

Justification: These are the final documents needed to complete the district and issue the bonds in order to fulfill our obligations under this incentive.

Financial Considerations: None, as the bonds are not backed by the full faith and credit of the City.

Purpose/Mission: Together, we value progress, growth & new possibilities by providing and preparing for the community's future.

Legal Considerations: None, bond documents have been prepared by bond counsel.

Attachments: Ordinance 3522 and other pertinent documents.

(Published in *The Dodge City Daily Globe* on _____, 2011)

ORDINANCE NO. 3522

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DODGE CITY, KANSAS, AUTHORIZING THE ISSUANCE OF ITS SPECIAL OBLIGATION REVENUE BONDS (SUMMERLON PHASE II PROJECT) FOR THE PURPOSE OF FINANCING CERTAIN COSTS RELATING TO A RURAL HOUSING INCENTIVE DISTRICT; AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH ISSUANCE OF SUCH BONDS

WHEREAS, City of Dodge City, Kansas (the “City”) is a municipal corporation duly organized and validly existing under the laws of the State of Kansas as a city of the first class; and

WHEREAS, pursuant Ordinance No. 3515 passed by the governing body of the City on April 18, 2011 and the provisions of K.S.A. 12-5241 *et seq.*, as amended (the “Act”), the City has created a Rural Housing Incentive District within the City limits (the “District”) and approved a plan for the development of housing and public facilities within the District (the “Plan”); and

WHEREAS, in connection with the Plan, the City and Summerlon Properties, LLC, a Kansas limited liability company (the “Developer”), have entered into a Development Agreement dated April 18, 2011, pursuant to which the Developer agrees to develop a single-family and limited multifamily residential development within the District to be known as the “Summerlon Phase II Development”; and

WHEREAS, in accordance with the provisions of the Act, the City hereby finds and determines it to be necessary and desirable to issue its Special Obligation Revenue Bonds (Summerlon Phase II Project), Series 2011 (the “Bonds”), upon the terms and conditions set forth in the hereinafter described Bond Indenture, and to apply the proceeds of such Bonds to the financing of eligible costs of the District as described in the Plan; and

WHEREAS, the governing body hereby finds and determines that the financing of certain Project Costs (as defined in the Bond Indenture herein authorized) by the City in the manner provided in the Act and pursuant to the provisions of the Bond Indenture, will serve one or more of the public purposes set forth in the Act and will promote, stimulate and develop the general and economic welfare of the City; and

WHEREAS, the governing body further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds that the City enter into certain agreements, and that the City take certain other actions and approve the execution of certain other documents as herein provided.

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

Section 1. Authorization of the Bonds. The City is hereby authorized to issue and sell the Bonds in an aggregate principal amount of \$550,000 the proceeds of which will be used to (a) finance a portion of the eligible costs of the District as described in the Plan, and (b) pay certain costs related to the issuance of the Bonds. The Bonds shall be issued and secured pursuant to the herein authorized Bond Indenture in such principal amounts, shall bear such dates, shall be in such denominations, shall be in such forms, shall mature on the dates and in the principal amounts, shall bear interest at a fixed rate which shall not exceed amount set forth in K.S.A. 10-1009 and shall be subject to redemption on the dates and in the principal amounts as provided in the Bond Indenture, and shall have such other terms and provisions, shall be issued, executed, authenticated and delivered in such manner and shall be subject to such provisions, covenants and agreements, as are set forth in the Bond Indenture.

The Bonds, together with interest thereon, are not general obligations of the City but are limited obligations payable solely from the Trust Estate (as defined in the Bond Indenture) pledged to the payment thereof under the Bond Indenture and shall be a valid claim of the respective holders thereof only against the Trust Estate and other moneys held by the Trustee (as defined in the Bond Indenture) and the revenues so pledged as aforesaid. In no event shall the Bonds be payable out of any funds or properties other than those pledged or acquired under the Bond Indenture, and the Bonds shall not be deemed to constitute a debt or liability of the City, the State of Kansas (the "State") or of any political subdivision thereof and the issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any political subdivision thereof to levy any form of general taxation (other than incremental property tax revenues pledged as part of the Trust Estate) therefor. Nothing in the Bonds, the Bond Indenture, the proceedings of the City authorizing the Bonds or the Act shall be construed to be a debt or loan of credit of the City, the State or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

Section 2. Authorization and Approval of Documents. The following documents are hereby approved in substantially the forms presented to and reviewed by the City at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver each of such documents to which the City is a party (the "City Documents") with such changes therein as shall be approved by the officer or officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval and the City's ratification or approval thereof:

- (a) Bond Trust Indenture dated as of the date stated therein (the "Bond Indenture"), between the City and UMB Bank, n.a., as trustee (the "Trustee"); and
- (b) Tax Compliance Agreement dated as of the date stated therein between the City and the Trustee, relating to the Bonds.

Section 3. Execution of Bonds and Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Bond Indenture. The Mayor of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the City Documents and such other documents, certificates and instruments as may be necessary.

Section 4. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, deeds, agreements, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the transactions contemplated therein and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including, but not limited to, agreements with respect to the investment of any funds held under the Bond Indenture. Gilmore & Bell, P.C., the City's bond counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the intent of this Ordinance.

Section 5. Effective Date. This Ordinance shall be effective upon its passage by the City Commission of the City of Dodge City, Kansas and publication one time in the official City newspaper.

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PASSED by the City Commission of Dodge City, Kansas on _____, 2011.

Mayor

(Seal)

ATTEST:

City Clerk

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CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. 6796 (the "Ordinance") of the City of Dodge City, Kansas (the "City"); that said Ordinance was passed by the City Commission on _____, 2011 that the record of the final vote on its passage is found on page ____ of journal ____; that it was published in the official newspaper of the City on _____, 2011; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: _____, 2011.

City Clerk

BOND TRUST INDENTURE

Dated as of September 1, 2011

Between

CITY OF DODGE CITY, KANSAS

and

**UMB BANK, N.A.,
as Trustee**

Relating to:

**\$550,000
Special Obligation Revenue Bonds (Summerlon Phase II Project)
Series 2011**

BOND TRUST INDENTURE

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Memorandum

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

From: Nannette Pogue

Date: September 1, 2011

Subject: Ordinance No. 3523 and Ordinance No. 3524

Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Ordinance No. 3523 and 3524

Background: **Ordinance No. 3523** adopts the “2011 Edition of the Standard Traffic Ordinance” by reference. The changes made to this code during the 2011 legislature include the following:

- Section 1.** Definitions.
- Section 13** Traffic-Control Signal Legend
- Section 23** Accident Involving Death or Personal Injuries; Penalties
- Section 25** Duty to Give Information and Render Aid
- Section 30** Driving Under the Influence of Intoxicating Liquor or Drugs; Penalties
- Section 30.1** Driving Commercial Motor Vehicle Under the Influence of Intoxicating liquor or Drugs; Penalties
- Section 30.2** Preliminary Breath Test
- Section 30.3** Ignition Interlock Devices; Tampering

Section 33 Maximum Speed Limits

Section 40 Overtaking a Vehicle or Bicycle on the Left

Section 182.1 Seat Belts

Section 194 Driving While License Canceled, Suspended or Revoked; Penalty

Ordinance No. 3524 adopts the “2011 Edition of the Uniform Public Offense Code” by reference. The changes made to the Uniform Public Offense Code during the 2011 legislative session include the following:

Section 3.3. Assault and Assault of a Law Enforcement Officer

Section 3.12. Breach of Privacy

Section 6.1. Theft

Section 6.24. Unlawfully Selling Scrap Metal

Section 6.25. Unlawfully Buying Scrap Metal

Section 9.2. Unlawful Assembly; Remaining at an Unlawful Assembly

Section 9.5 Maintaining or Permitting a Public Nuisance

Section 9.10 Harassment by Telecommunications Device

Justification: Each year the State Legislature passes numerous laws that affect the laws of the State as well as those of the individual cities. The League of Kansas Municipalities compiles a small booklet which incorporates all of the laws in Kansas that deal with public offenses and traffic offenses. These are the “Uniform Public Offense Code” and the Standard Traffic Ordinance”. Cities are allowed to adopt these codes by reference, so the entire code is not included in the adopting ordinance and is not published in the local paper. Each employee that deals with any of these codes or ordinances is furnished a book to reference when necessary, to cite persons with violations of the ordinances. I have three of each of these books in my office for your review.

Financial Considerations: The cost of the booklets for the pertinent employees’ use is approximately \$1,000.

Purpose/Mission: Ensure the City is up to date on all of the laws passed in the State of Kansas as well as make sure all employees have easy access to these laws.

Legal Considerations: None

Attachments: Ordinance Nos. 3523 and 3524. The Standard Traffic Ordinance and Uniform Public Offense Code booklets are available in my office if any one would like to review them.

ORDINANCE NO. 3523

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF DODGE CITY, KANSAS; INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, EDITION 2011" AND REPEALING ORDINANCE NO. 3496

Be it Ordained by the Governing Body of the City of Dodge City:

Section 1: INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated by Reference for the purpose of regulating traffic within the corporate limits of the City of Dodge City, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2011, prepared and published in book form by the League of Kansas Municipalities, Topeka Kansas. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 3523" and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

Section 2. TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.

- (a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118.
- (b) All traffic violations which are included within this ordinance, and which are not ordinance traffic infractions, as defined in subsection (a) of this section, shall be considered traffic offenses.

Section 3. PENALTY FOR SCHEDULED FINES. The fine for violation of an ordinance traffic infraction or any other traffic offense will be established by the municipal judge in a fine schedule. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$500.

Section 4: REPEAL. Ordinance no 3496 is hereby repealed.

Section 5: EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the governing body of the City of Dodge City, Kansas, and approved by the Mayor this 6th day of September, 2011.

Rick Sowers, MAYOR

ATTEST:

Nannette Pogue, CITY CLERK

ORDINANCE NO. 3524

**AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE
CORPORATE LIMITS OF THE CITY OF DODGE CITY, KANSAS;
INCORPORATING BY REFERENCE THE "UNIFORM
PUBLIC OFFENSE CODE FOR KANSAS CITIES, EDITION 2011 AND
REPEALING ORDINANCE NO 3497**

Be it Ordained by the Governing Body of the City of Dodge City:

Section 1: INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by Reference for the purpose of regulating public offenses within the corporate limits of the City of Dodge City, Kansas, that certain code known as the "Uniform Public Offense Code, "Edition of 2011, prepared and published in book form by the League of Kansas Municipalities, Topeka Kansas. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 3495" and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

Section 2: REPEAL. Ordinance No. 3497 is hereby repealed.

Section 3: EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the governing body of the City of Dodge City, Kansas, and approved by the Mayor this 6th day of September, 2011.

Rick Sowers, MAYOR

ATTEST

Nannette Pogue, CITY CLERK

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Kevin Norton DCFD

Date: 09/06/2011

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

Agenda Item: Ordinances and Resolutions

Recommendation: Approve the resolution.

Background: As you recall on June 28th , 2011, at my request you rescinded the resolution allowing citizens to discharge fireworks over the July 4th holiday; due to extreme weather conditions. At this same time it was recommended by the fireworks committee to also postpone the annual city display at memorial stadium.

Justification: When the fireworks committee postponed the July 4th , display they discussed possible future dates for the show and recommended September 11th . With cooler temperatures in mid September and the fact that retail sales of fireworks has ended, I support this recommendation. Allowing the public two days to discharge the fireworks they purchased in July would also get rid of the boxes of fireworks that I know are now being stored in garages, basements and closets throughout the city.

Financial Considerations: None

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

Legal Considerations: None

Attachments: A copy of resolution no. 2011- 23 is attached.

RESOLUTION NO. 2011-23

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

SECTION 1: For the time periods and under the conditions set forth herein, the provisions of Ordinance No. 2838 and the International Fire Code prohibiting the discharge of legal fireworks, as defined by state statutes and regulations of the State Fire Marshal, shall be temporarily suspended and waived so as to allow the lawful discharge of such legal fireworks within the corporate limits of the City of Dodge City, Kansas, subject to the exceptions and under the conditions as provided herein, for the period from September 10, 2011 through September 11, 2011, between the hours of 10:00 a.m. to 11:00 p.m. on September 10 and 10:00 a.m. to 10:00 p.m. on September 11.

SECTION 2: This waiver and suspension shall not apply to, and the discharge of fireworks shall be prohibited at any time, including September 10, 2011 through September 11, 2011, on any public property, including but not limited to all public parks, public recreation areas such as ball fields and soccer fields, any school grounds including, school playgrounds and athletic facilities, any public rights of way, or public parking areas (Civic Center / Memorial Stadium).

SECTION 3: This waiver and suspension shall not apply to, and the discharge of fireworks shall be prohibited at any time, including September 10, 2011 through September 11, 2011, on any real property within the corporate limits of the City of Dodge City without the permission of the owner or person or entity in control of said real property.

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

SECTION 5: This waiver will automatically expire at 10:01 p.m. on September 11, 2011, and may be rescinded prior thereto by action of the governing body.

SECTION 6: This Resolution shall take effect and be in force from and after its adoption and publication once in the official City newspaper.

Adopted by the governing body this 6th day of September, 2011.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

*To: City Manager
City Commissioners*
From: Cherise Tieben
Date: 9-1-11
Subject: FOP MOU
Agenda Item: New Business

Recommendation: Staff recommends approval, pending final review by the City Attorney, of the 2012 Memorandum of Understanding (MOU) between the City of Dodge City and the Fraternal Order of Police Lodge #49.

Background: The proposed one year MOU implements the salary survey that was completed this year in accordance with the 2011 MOU. In addition, we were able to remove the advisory arbitration portion of the agreement and replace it with a method of disciplinary oversight that we believe will be stronger in nature and will better fulfill the practical intent that was desired of the advisory arbitration, without the legal expenses for both parties.

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF DODGE CITY, KANSAS

And

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

(01/01/12– 12/31/12)

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

8.1. (a) – Special Assignment

The normal work cycle for those on special assignment, such as GREAT Officers and the School Resource Officers, shall be established by the Chief 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 or his/her designee based on previous stated qualifications. An officer, who has his/her bid position changed, shall receive an explanation from the Chief or his/her designee, with notification sent to the Lodge that such explanation was given. Any member of the Employee Unit opposing their shift assignment shall have the opportunity to meet with the Chief to discuss their placement; however, the Chief's decision is final. Bid posting will be made available and will be made effective on a date mutually agreed upon by the Chief and the Lodge President.

Section 9.2 - Assignment out of Rank

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

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

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

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

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 a Peer Review Board 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 requesting the Lodge to conduct a Peer Review or (2) file an application with the Lodge for the Lodge to conduct a Peer Review. 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) calendar days (exclusive of Saturdays, Sundays or City recognized Holidays) of receipt of the officer's application, if the Lodge agrees the decision should be submitted for Peer Review, the Lodge President shall personally notify the Director that a written request for such Peer Review has been received and approved. 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 –Peer Review

Within five (5) days of receipt of request for Peer Review, the Executive Board shall appoint a Peer Review Board, consisting of three (3) Employee Unit members, and shall give notice to the Director of such appointment. The notice will identify the members of the Peer Review Board. No officer will serve on consecutive Peer Review Boards within the same calendar year. The Peer Review Board shall review the Director's decision and the officer's appeal and issue a non-binding advisory opinion as to whether the Director's decision constitutes "just cause" as defined in Section 13.1 above or provide an alternative resolution to the Director.

Within seven (7) calendar days (exclusive of Saturdays, Sundays or City recognized Holidays) of appointment, the Peer Review Board shall initiate their review. The Peer Review Board shall select one of their members to be the spokesperson. The Peer Review Board shall have fourteen (14) calendar days (exclusive of Saturdays, Sundays or City recognized Holidays) to conclude its review and provide a written response to the appeal through the spokesperson. The Peer Review Board may request of the Executive Board an extension of up to an additional seven (7) calendar days (exclusive of Saturdays, Sundays or City recognized Holidays), which request shall not be unreasonably denied. If granted, the Executive Board will provide notice to the officer and the Director of such extension. A copy of this document shall be provided to the employee, the Lodge President, the Chief and the Director. All will sign and date the document to indicate it was received.

Upon receipt of the written response decision to the appeal by the Peer Review Board, the Director will meet with the Peer Review Board spokesperson within five (5) calendar days (exclusive of Saturdays, Sundays or City recognized Holidays) to review the decision. Within five (5) calendar days (exclusive of Saturdays, Sundays or City recognized Holidays) of said meeting, the Director will state in writing a final determination of a disciplinary review. A copy of the decision will be provided to the employee, the Lodge President and the Chief.

Within ten (10) calendar days (exclusive of Saturdays, Sundays or City recognized Holidays) of the Director's final decision, the City Manager shall issue a final written decision regarding the disciplinary action which decision may either affirm the Director's final decision or modify the same as the City Manager deems

appropriate in light of the entire disciplinary record. The City Manager's final decision shall be provided to the officer and the Lodge President, and shall be final.

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 will 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 and after successfully completing one (1) year of service, each officer shall be entitled to vacation leave, as follows:

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

Section 15.2 - Sick Leave

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. In the case of death in service of any officer for any reason, such payment shall be made in

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

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

- 1) In the case of actual sickness or disability of the officer or for medical, dental, or eye examination or treatment for which arrangements cannot be made outside working hours, and
- 2) When the officer is required to care for a sick or injured 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 1st of the subsequent year will be forfeited. Officers shall, in addition to the eighty (80) floating holiday hours, receive all other holidays, in eight (8) hour increments, as declared to be such by the City for the benefit of other City employees.

15.3. (b) Holiday and Scheduling - A request for vacation and holiday leave shall be submitted to the 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 officer terminates after utilizing the benefit of a floating holiday and prior to the actual occurrence of the holiday, the officer's final paycheck will be reduced by an amount equal to that paid for the floating holiday. The amount can be deducted from

base pay, accrued vacation, or the twenty-five percent (25%) of IIP the officer would have received in the final check. Officers separating from employment in good standing shall be compensated for holiday leave accrued and unused. In the case of death in service of any officer for any reason, such payment shall be made in accordance with the Court's orders in an estate proceeding, or in the absence of an estate proceeding to the officer's spouse, or if no spouse survives, to the officer's children. This compensation shall be paid at the officer's base rate of pay at the time of termination.

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

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

Section 15.4 - General Leaves of Absence

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 flexible spending account fund the contribution amount for which no withholding was made, prior to the officer returning to work.

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

Section 15.8 - Funeral Leave

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

In the event that the 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 each of the three calendar years during the period from January 1, 2012 through the date of the expiration of this Memorandum on December 31, 2012.

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 - 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 16.6 - 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 16.7 - 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 16.8 – 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 seventy-one (171) hours in the twenty-eight (28) day work cycle. Any officer called back to duty will receive a minimum of two (2) hours or time actually worked, whichever is greater. Flex time may be utilized in lieu of overtime payment if the Chief or his/her designee can adequately arrange scheduling within the same twenty-eight (28) day work cycle. Flex time shall not accrue beyond the twenty-eight (28) day work cycle during which the overtime hours were incurred.

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

Section 17.2 – On Call Pay for Detectives

The detective who is assigned to be on call during off-duty hours shall be paid an on call stipend in the amount of one hundred fifty dollars (\$150.00) for each week spent in on call status.

Article 18 - RETIREMENT AND PENSION FUND

All officers shall come under the Kansas Police and Fireman's Retirement System as set forth by the City of Dodge City, Kansas, Charter Ordinance and Kansas State Statutes.

Article 19 - PROFESSIONAL SERVICES

The City and the Lodge are in agreement that it is in the best interest of the Department that as many employees as possible participate in professional, educational, and training courses whenever the same are available.

No later than January 15th of each calendar year, the Lodge shall provide the Chief with a list of suggested training subjects desired by the Lodge. The provided list may be used as a guide in selecting those subjects to be selected by the Chief for approved training.

Approved training will be posted on a designated bulletin board as such becomes available. Officers may make the request for the posted training to their immediate supervisor for approval by the Chief.

Factors to be considered by the Chief in approving individual requests will include but not be limited to:

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

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

Article 20- UNIFORMS

Section 20.1 - CLOTHING - UNIFORM ALLOWANCE

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 professional, described as a collared shirt with dress slacks. On days the detective will appear for court the dress will be a suit with a conventional tie for a male detective, female detectives dress will be a business suit or a professional style dress. Exceptions to this would be call outs and special details i.e., search warrants. Detectives shall be provided a lump sum \$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.

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, 2012 and shall expire at midnight on December 31, 2012.

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

FRATERNAL ORDER OF
POLICE LODGE #49

CITY OF DODGE CITY

By: _____
Robert Stein, Lodge President

By: _____
Rick Sowers, Mayor

ATTEST:

ATTEST:

Orlando Villasenor, Lodge Vice-President

Nannette Pogue, City Clerk

Appendix I

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

FLSA Status: Partially Exempt

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

MAJOR AREAS OF ACCOUNTABILITY AND PERFORMANCE:

MAJOR DUTIES: Performs a variety of duties in patrolling, investigating, controlling traffic and communications; serves as supervisor of shift, or performs specialized work; assigns street officers to beats; assists in giving pre-shift briefing; directs traffic; serves warrants and subpoenas; performs crowd control; responds to family and public disputes; writes press releases; schedules shift; performs primary and follow-up investigations of crimes involving adults and juveniles; evaluates subordinates; assures departmental rules and policies are carried out; collects and preserves evidence; presents testimony in court; investigates major traffic accidents and complaints; provides escort services; interviews and obtains statements from suspects, witnesses and complainants; assists other agencies; monitors condition of equipment and fleet; trains and instructs police personnel in investigation and patrol duties; reviews reports of police officers for completeness and clarity.

MARGINAL DUTIES: Makes presentations to schools and civic groups; performs related duties as required.

SPECIFIC CHARACTERISTICS:

Work varies requiring individual judgment within prescribed standards and procedures; prepares reports of own activities and investigative and operational reports; works regularly with confidential information; uses and oversees materials and equipment; handles small amounts of funds; contact with fellow employees and the public is frequent and requires considerable tactfulness; work requires occasional contact with undesirable physical conditions; hazards, including exposure to erratic humans, requires care and use of proper safety equipment and procedures to prevent injuries.

PHYSICAL AND SENSORY REQUIREMENTS:

Ability to perform moderate physical work, to lift 50 pounds, and to lift and carry up to 25 pounds; ability to restrain a person.

Ability to stand, walk, sit, ride, climb, bend, kneel, crawl, twist, reach, grasp, push, pull and perform similar body movements.

Possess hand/eye/foot coordination adequate to operate a computer, fire arms, hand tools, a bicycle, and a vehicle.

CLASS TITLE: Police Sergeant (cont.)

Ability to talk and hear in person, by telephone, and by two-way radio.

Ability to see and read instructions, characters on a computer screen, documents, manuals, observe on patrol and to investigate scenes of incidents.

SUPERVISION - RESPONSIBILITY FOR WORK OF OTHERS: Serves as supervisor on a shift and as shift commander in the absence of the Lieutenant; may lead detective operation.

EDUCATION, TRAINING AND EXPERIENCE REQUIREMENTS: Any combination of education and experience equivalent to an associate degree in Criminal Justice or a related field plus three years of experience as a Police Officer, including advanced training and proven proficiency; possession of a valid driver's license; must possess a current State Law Enforcement Certification; must maintain certification in all areas as required.

EXAMPLES OF PERFORMANCE CRITERIA AND QUALIFICATIONS:

ESSENTIAL FUNCTIONS:

Maintains and applies knowledge of current departmental policies, rules, procedures, instructions, laws, regulations and police literature.

Effectively assigns personnel to beats in the protection of life and property and maintains peace and order.

Prepares complete and accurate reports and records; provides complete information; review of officer's reports are thorough.

Maintains and oversees operations properly and effectively; effectively leads and trains new employees.

Performs effective and proper investigations of crimes and major traffic incidents; collects, preserves, prepares and presents evidence from crime scenes; interrogates suspects and prisoners and interviews witnesses.

Maintains and exhibits discretion and integrity at all times when handling confidential data.

Follows and demonstrates proper safety procedures.

Deals tactfully and effectively with the public and speaks clearly and concisely.

Effectively and properly analyzes situations and adopts a quick, effective and reasonable course of action giving due regard to the hazards and circumstances of each situation.

Maintains physical condition and agility to perform essential functions of job.

Maintains a keen observation and ability to remember names, faces, and details of incidents.

Establishes and maintains effective working relationships with employees, superiors, other agencies and the public.

DICTIONARY OF OCCUPATIONS: # - 375.133-010 Title: Patrol Sergeant

Appendix II

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

FLSA Status: Partially Exempt

PRIMARY OBJECTIVE OF POSITION:

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

MAJOR AREAS OF ACCOUNTABILITY AND PERFORMANCE:

MAJOR DUTIES: Operates an automobile in patrolling an assigned area for the prevention of crime and the enforcement of traffic laws and regulations; responds to radio and telephone dispatches and appears at scenes of disorder or crime; notes and reports traffic hazards; controls traffic at scenes of emergencies; investigates and prepares reports on offenses, accidents, and damages to property; checks businesses; gives directions and information; makes arrests; issues citations; serves warrants and subpoenas; gives verbal warnings; prepares reports on arrests and property impounded; directs traffic; books prisoners; inspects to assure property protection; inspects establishments providing alcohol beverages and entertainment; intervenes in private or public disputes to protect the public and maintain order; testifies in court; transports prisoners; performs initial and follow-up investigations of crimes involving adults and juveniles; investigates complaints; interrogates witnesses and suspects; issues citations for parking and moving violations; assists fire department, ambulance service, and other agencies; impounds and tags evidence; escorts parades and processions; uses initiative and discretion through judgment; assists in assigning patrol officers to beats; assists in giving pre-shift briefings; assures departmental rules and policies are carried out;

MARGINAL DUTIES: Speaks before school and civic groups as required; serve in specialty areas or as instructors as assigned; performs related duties as assigned.

SPECIFIC CHARACTERISTICS:

Work varies requiring individual judgment within prescribed standards and procedures; initiates routine operational and unit reports; prepares reports of own activities and investigation and operational reports; works regularly with confidential information; uses and oversees materials and equipment; handles funds of a small amount; contact with fellow employees and the public is frequent requiring a high degree of tact, diplomacy and good judgment to cope with stress situations in a manner which will command public respect; duties require work to be performed in undesirable physical conditions in which erratic humans are frequently encountered; hazards include the need to physically control humans, requiring constant safety considerations in the performance of duties.

PHYSICAL AND SENSORY REQUIREMENTS:

Ability to perform moderate physical work, to lift 50 pounds, and to lift and carry up to 50 pounds, but occasionally 100 pounds; ability to restrain a person.

Ability to stand, walk, sit, ride, climb, bend, kneel, crawl, twist, reach, grasp, push, pull, and perform similar body movements.

Possess hand/eye/foot coordination adequate to use office equipment, investigative equipment, firearms, and operate a vehicle.

Ability to talk and hear in person, by telephone, and by two-way radio.

Ability to see and read instructions, characters on a computer screen, manuals and patrol procedures and activities.

SUPERVISION - RESPONSIBILITY FOR WORK OF OTHERS:

Serves as the lead worker of a team or group on a shift and in the absence of the Sergeant and Lieutenant.

EDUCATION, TRAINING AND EXPERIENCE REQUIREMENTS:

Requires completion of high school education or G.E.D.; valid driver's license; ability to maintain State law enforcement certification and required in-service training; minimum of three years of continuous service as a sworn police officer.

EXAMPLES OF PERFORMANCE CRITERIA AND QUALIFICATIONS:

ESSENTIAL FUNCTIONS:

Effectively supervises and motivates personnel in the absence of the Sergeant and the Lieutenant; effectively performs shift supervisor/commander duties in the absence of the Sergeant and the Lieutenant.

Effectively instructs and trains subordinate personnel.

Maintains and applies knowledge of current departmental policies, rules, procedures, instructions, laws, regulations and police literature.

Trains in, maintains and applies knowledge of current departmental policies, procedures, rules, instruction, laws, regulations and police literature; complies with departmental policies and procedures.

Maintains and applies current knowledge of safe and proper use of firearms and weapons.

Effectively patrols assigned area deterring and detecting crimes.

Effectively and properly controls crime, traffic, or emergency scenes.

Conducts investigations properly and effectively; reports are complete and clear.

Properly serves civil processes.

Effectively maintains peace and order in assigned areas.

Effectively and properly interrogates suspects and prisoners.

Analyzes situations and adopts a quick, effective, and reasonable course of action giving due regard to surrounding hazards and circumstances of each situation.

Maintains physical condition and agility to perform essential functions.

Deals tactfully and effectively with the public.

Speaks clearly and precisely before groups.

Follows and demonstrates proper safety procedures at all times.

Establishes effective working relationships with fellow employees, superiors, personnel of other agencies, and the public.

Appendix III

CLASS TITLE: Detective

FLSA Status: Partially Exempt

ACCOUNTABLE TO: Police Sergeant or other supervisor

FAMILY: Public Safety

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

MAJOR AREAS OF ACCOUNTABILITY AND PERFORMANCE:

MAJOR DUTIES: Gathers information and evidence to arrest persons alleged to have committed a crime; Visits crime scenes, searches for and preserves evidence, investigates clues and searches for and apprehends violators; performs work in accordance with rules and procedures but the employee must exercise independent judgment; Interview suspects, prisoners, complainants and witnesses; Makes regular inspections of beer parlors, bowling alleys, dance halls and other places where vice may be discovered; Makes specialized vice investigations and raids and apprehends violators. Checks pawnshops and secondhand stores for stolen property; Appears in court to present evidence and testify as required; Composes reports of investigations , arrests, property and evidence impoundment, etc.; And, assists fire department with arson investigations.

MARGINAL DUTIES: The examples of work performed are not intended to be all-inclusive. The City of Dodge City reserves the right to assign or delegate additional and/or related duties as needed. Speaks before school and civic groups as required; senior officers serve in specialty areas or as instructors as assigned.

SPECIFIC CHARACTERISTICS:

Work varies requiring individual judgment within prescribed standards and procedures; prepares reports of own activities and investigation reports; works regularly with confidential information; responsible for equipment and materials; handles small amounts of funds; contacts with the public are varied and continual; communications requires a high degree of tact, diplomacy and good judgment to cope with stress situations in a manner which will command public respect; hazards, including the need to physically control humans, requires constant safety considerations in the performance of duties.

PHYSICAL AND SENSORY REQUIREMENTS:

Ability to accurately and effectively discharge a rifle, shotgun, and handgun with the left and right hands.

Ability to subdue a violent and/or uncooperative person by methods requiring physical force.

Ability to drag or carry an average adult of about 160 pounds, a distance of fifteen to twenty feet away from danger.

Ability to distinguish colors accurately.

Ability to perform moderate/heavy physical work, to lift 75 pounds, and to lift and carry up to 50 pounds, but occasionally 100 pounds; ability to restrain a person.

Ability to stand, walk, sit, ride, climb, bend, kneel, crawl, twist, reach, grasp, push, pull and perform similar body movements.

Possess hand/eye/foot coordination adequate to operate office equipment, side arms, and a vehicle.

Ability to talk and hear in person, by telephone, and by two-way radio.

Ability to see and read instructions, characters on a computer screen, manuals and observe activities on assigned beat.

SUPERVISION - RESPONSIBILITY FOR WORK OF OTHERS: Normally none, but may be lead other employees at crime scene investigation until relieved by supervisor.

EDUCATION, TRAINING, AND EXPERIENCE REQUIREMENTS: A combination of experience and training which include: one year of experience as a commissioned Dodge City Police Officer. Any equivalent combination of experience and training. Offers of employment may be made contingent upon passing a pre-employment physical and/or drug screening, upon satisfactory evaluation of a psychological examination, and upon satisfactory evaluation of the results of a police records check.

Possession of and ability to maintain a valid Kansas driver's license. Ability to maintain State law enforcement certification.

EXAMPLES OF PERFORMANCE CRITERIA AND QUALIFICATIONS:

ESSENTIAL FUNCTIONS:

Trains in, maintains and applies knowledge of current departmental policies, procedures, rules, instruction, laws, regulations and police literature; complies with city and departmental policies and procedures.

Maintains and applies current knowledge of safe and proper use of firearms and weapons.

Effectively and properly controls crime, traffic, or emergency scenes.

Maintains Considerable knowledge of the principles and practices of law enforcement.

Maintains Considerable knowledge of pertinent Federal and State laws and City ordinances.

Knowledge of geography of the city and location of major buildings and landmarks.

Ability to react quickly and calmly in emergencies.

Ability to effectively plan, organize, and supervise the work of others.

Ability to use independent judgment in conditions not covered by policy or previous practice.

Ability to communicate clearly and effectively in oral and written form.

Ability to develop and maintain effective relationships with associates, employees of other departments, representatives of outside agencies, and the public.

An employee shall not pose a direct threat to the Health or safety of other individuals in the workplace.

Conducts investigations properly and effectively; reports are complete and clear.

Properly serves civil processes.

Effectively maintains peace and order in assigned areas.

Effectively and properly interrogates suspects and prisoners.

Analyzes situations and adopts a quick, effective, and reasonable course of action giving due regard to surrounding hazards and circumstances of each situation.

Maintains physical condition and agility to perform essential functions.

Deals tactfully and effectively with the public.

Speaks clearly and precisely before groups.

Follows and demonstrates proper safety procedures at all times.

Establishes effective working relationships with fellow employees, superiors, personnel of other agencies, and the public.

Appendix #IV

CLASS TITLE: Police Officer

FLSA Status: Partially Exempt

ACCOUNTABLE TO: Police Sergeant or other supervisor

FAMILY: Public Safety

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

MAJOR AREAS OF ACCOUNTABILITY AND PERFORMANCE:

MAJOR DUTIES: Operates an automobile in patrolling an assigned area for the prevention of crime and the enforcement of traffic laws and regulations; responds to radio and telephone dispatches and appears at scenes of disorder or crime; notes and reports traffic hazards; controls traffic at scenes of emergencies; investigates and prepares reports on offenses, accidents, and damages to property; checks businesses; gives directions and information; makes arrests; issues citations; serves warrants and subpoenas; gives verbal warnings; prepares reports on arrests and property impounded; directs traffic; books prisoners; inspects to assure property protection; inspects establishments providing alcohol beverages and entertainment; intervenes in private or public disputes to protect the public and maintain order; testifies in court; transports prisoners; performs initial and follow-up investigations of crimes involving adults and juveniles; investigates complaints; interrogates witnesses and suspects; issues citations for parking and moving violations; assists fire department, ambulance service, and other agencies; impounds and tags evidence; escorts parades and processions; uses initiative and discretion through judgment.

MARGINAL DUTIES: Occasionally serves as dispatcher; speaks before school and civic groups as required; senior officers serve in specialty areas or as instructors as assigned; performs related duties as assigned.

SPECIFIC CHARACTERISTICS:

Work varies requiring individual judgment within prescribed standards and procedures; prepares reports of own activities and investigation and operational reports; works regularly with confidential information; responsible for equipment and materials; handles small amounts of funds; contacts with the public are varied and continual; communications requires a high degree of tact, diplomacy and good judgment to cope with stress situations in a manner which will command public respect; hazards, including the need to physically control humans, requires constant safety considerations in the performance of duties.

PHYSICAL AND SENSORY REQUIREMENTS:

Ability to perform moderate/heavy physical work, to lift 75 pounds, and to lift and carry up to 50 pounds, but occasionally 100 pounds; ability to restrain a person.

Ability to stand, walk, sit, ride, climb, bend, kneel, crawl, twist, reach, grasp, push, pull and perform similar body movements.

Possess hand/eye/foot coordination adequate to operate office equipment, side arms, and a vehicle.

Ability to talk and hear in person, by telephone, and by two-way radio.

Ability to see and read instructions, characters on a computer screen, manuals, and observe activities on assigned beat.

SUPERVISION - RESPONSIBILITY FOR WORK OF OTHERS: Normally none.

EDUCATION, TRAINING, AND EXPERIENCE REQUIREMENTS: Requires completion of high school education or G.E.D.; valid driver's license; ability to obtain State law enforcement certification and in-service training within one year of appointment.

EXAMPLES OF PERFORMANCE CRITERIA AND QUALIFICATIONS:

ESSENTIAL FUNCTIONS:

Trains in, maintains and applies knowledge of current departmental policies, procedures, rules, instruction, laws, regulations and police literature; complies with departmental policies and procedures.

Maintains and applies current knowledge of safe and proper use of firearms and weapons.

Effectively patrols assigned area deterring and detecting crimes.

Effectively and properly controls crime, traffic, or emergency scenes.

Conducts investigations properly and effectively; reports are complete and clear.

Properly serves civil processes.

Effectively maintains peace and order in assigned areas.

Effectively and properly interrogates suspects and prisoners.

Analyzes situations and adopts a quick, effective, and reasonable course of action giving due regard to surrounding hazards and circumstances of each situation.

Maintains physical condition and agility to perform essential functions.

Deals tactfully and effectively with the public.

Speaks clearly and precisely before groups.

Follows and demonstrates proper safety procedures at all times.

Establishes effective working relationships with fellow employees, superiors, personnel of other agencies, and the public.

DICTIONARY OF OCCUPATIONS: # - 375.263-014 Title: Police Officer I

Appendix #V - DCPD Promotional Testing Policy

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.

PERFORMANCE EVALUATION CREDIT:

214.12 Each officer's performance evaluation score shall be computed using the last two (2) Performance Appraisal forms as a commissioned police officer, which are dated at least thirty (30) days prior to the written examination date, along with contents of the officer's personnel file (i.e. Awards, Suspensions) that have been added within the last year. A total of three (3) days or more suspension without pay received within the year previous to the testing date will disqualify a candidate for promotion for a period of one (1) year from the last day of the suspension served. However, a candidate currently serving a reckoning period involving a suspension of 3 days or more will not be eligible for promotional testing during the reckoning period. Performance evaluation credit will be computed as follows:

A. Evaluation - Points will be credited for each of the major "Job Function" categories listed on the cover page of the evaluation form as follows:

OS rating - 15 points

MS rating - 10 points

SS rating - 0 points

B. Awards - 10 points will be given for awards listed in policy 201 received by the officer within 2 years of the testing date.

C. Suspension - 10 points will be deducted for each suspension received within 1 year of the testing date.

SENIORITY CREDIT:

214.13 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:

214.14 The Chief of Police will choose persons to form four (4) interview boards, each 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. One board will interview candidates for Lieutenant, the second board will interview Sergeant candidates, the third board will interview the Corporal candidates, and the fourth board will interview 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:

214.15 Officers will be scored in five (5) areas: Seniority Credit, Performance Evaluation, 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.....up to 10 points based on position
- B. Performance Evaluations.....points received after review per 214.12
- C. Oral Interview.....up to 105 points (Corp., Sgt., Lt.) 90 points (Det.)
- D. Written Examination.....up to 100 points
- E. Affidavit Writing.....up to 60 points (30 per affidavit)

Scores shall be posted as soon as reasonably possible.

ELIGIBILITY LISTS:

214.16 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.

214.17 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.

214.18 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.

214.19 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.

214.20 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 VI - DCPD Accident Review Policy

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

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

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

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

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

401.05 All supervisors shall:

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

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

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

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

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

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

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

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

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

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

A. Maintain a control log of damaged vehicles;

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

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

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

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

APPENDIX IX – PAY PLAN

<u>Name</u>	<u>Description</u>	<u>Date in Position</u>	<u>Dec. 31, 2011 Placement</u>	<u>1/1/2012 Placement</u>	<u>2012 Step Movement</u>
ADDISON	Warrant Officer	10/7/1991	\$21.71	\$21.92	\$21.92
FREGON, A	Police Officer	4/5/2010	\$16.96	\$17.12	\$17.55
HADOVANIC	Police Officer	5/7/2007	\$19.66	\$19.86	\$20.36
KRAMER	Police Officer	4/30/2007	\$19.18	\$19.37	\$19.85
WARKENTIN, J	Police Officer	10/4/2010	\$18.26	\$18.44	\$18.90
STRINGER	Police Officer	2/19/2007	\$18.26	\$18.44	\$18.90
CORK	Police Officer	7/31/1989	\$21.71	\$21.92	\$21.92
VACANT	Police Officer		\$16.96	\$17.12	
HERRERA, F	Police Officer	5/9/2005	\$19.18	\$19.37	\$19.85
KELLEY, B	Police Officer	9/25/2006	\$18.72	\$18.90	\$19.37
KNOX	Police Officer	2/24/2003	\$20.16	\$20.35	\$20.86
VACANT	Police Officer		\$16.96	\$17.12	\$17.12
FISHER, Leslie	Police Officer	7/3/2006	\$18.72	\$18.90	\$19.37
NAU	Police Officer	2/13/2006	\$18.72	\$18.90	\$19.37
TEMBLADOR, R	Police Officer	6/1/2009	\$17.38	\$17.55	\$17.99
VACANT	Police Officer		\$16.96	\$17.12	\$17.12
SUTTON	Police Officer	7/3/2006	\$18.72	\$18.90	\$19.37
VILLASENOR	Police Officer	5/16/2005	\$19.18	\$19.37	\$19.85
MAZZA, A	Police Officer	3/15/2010	\$16.96	\$17.12	\$17.55
ROBERTS, K	Police Officer	7/7/2008	\$17.81	\$17.99	\$18.44
KOLBECK, L	Police Officer	7/7/2008	\$17.81	\$17.99	\$18.44
CAIN, J	Police Officer	7/27/2008	\$17.81	\$17.99	\$18.44
VACANT	Police Officer		\$16.96	\$17.12	\$17.12
KELLEY, C	Police Officer	9/29/2008	\$17.81	\$17.99	\$18.44
VACANT	Police Officer		\$16.96	\$17.12	\$0.00
WARD, D	Police Officer	12/22/2008	\$17.81	\$17.99	\$18.44
VACANT	Police Officer		\$16.96	\$17.12	\$17.12
OLSEN, C	Police Officer	1/4/2010	\$17.81	\$17.99	\$18.44
BROWN	Police Corporal	1/10/2005	\$21.16	\$21.55	\$22.09
GORDON, D	Police Corporal	8/9/2010	\$19.65	\$20.01	\$20.51
STEIN, R	Police Corporal	11/9/2009	\$20.14	\$20.51	\$21.02
GOERTZEN, J	Police Corporal	9/8/2010	\$19.17	\$19.52	\$20.01
GEORGE	Detective	1/1/2007	\$25.30	\$25.30	\$25.30
ROACH, M	Detective	3/15/2010	\$20.25	\$20.25	\$20.76
WEBB	Detective	7/2/2007	\$21.81	\$21.81	\$22.36
BICE	Detective	6/23/2008	\$22.36	\$22.36	\$22.92
ROBBINS	Detective	2/9/2009	\$20.76	\$20.76	\$21.28
COREY	Detective	5/16/2011	\$19.76	\$19.76	\$20.25

<u>Name</u>	<u>Description</u>	<u>Date in Position</u>	<u>Dec. 31, 2011 Placement</u>	<u>1/1/2012 Placement</u>	<u>2012 Step Movement</u>
VACANT	Sergeant	9/1/2011	\$21.74	\$22.77	\$22.77
MOORADIAN, J	Sergeant	8/9/2010	\$22.29	\$23.34	\$23.92
FLEMING	Sergeant	8/18/2003	\$26.49	\$27.74	\$28.43
VACANT	Sergeant		\$21.74	\$22.77	\$22.77
MORTON	Sergeant	7/7/2003	\$26.49	\$27.74	\$28.43
MCGEE, S	Sergeant	8/18/2010	\$22.29	\$23.34	\$23.92
WARREN	Sergeant	6/23/2002	\$27.15	\$28.43	\$29.14

	Police Officer	Corporal	Detective	Sergeant
Training Rate	\$15.68			
Probationary Rate	\$16.46			
Step 1	\$17.12	\$18.58	\$19.76	\$22.77
Step 2	\$17.55	\$19.05	\$20.25	\$23.34
Step 3	\$17.99	\$19.52	\$20.76	\$23.92
Step 4	\$18.44	\$20.01	\$21.28	\$24.52
Step 5	\$18.90	\$20.51	\$21.81	\$25.13
Step 6	\$19.37	\$21.02	\$22.36	\$25.76
Step 7	\$19.86	\$21.55	\$22.91	\$26.40
Step 8	\$20.35	\$22.09	\$23.49	\$27.06
Step 9	\$20.86	\$22.64	\$24.07	\$27.74
Step 10	\$21.38	\$23.21	\$24.68	\$28.43
Step 11	\$21.92	\$23.79	\$25.29	\$29.14

Appendix X- Uniforms & Equipment Provided by Department

Patrol

1. Uniforms (replaced as needed)
 - 5 long sleeve shirts
 - 5 short sleeve shirts
 - 5 pairs of pants
 - Boots
2. Duty Gear
 - Belt and related items for belt
 - Pepper spray
 - Flashlight
3. Weapon
 - Duty handgun
 - Taser
 - Patrol rifle
 - Shotgun
4. Ballistic Vest
5. Business cards
6. Hand radio
6. Practice Ammunition*** (50 rounds per month, half being .223 and half being .40 caliber) at the officer's option

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Mike Klein, Airport Manager

Date: September 1, 2011

*Subject: Ratification of FAA Grant
27 Apron Expansion Project
Agenda Item: New Business*

Recommendation:

The Dodge City Regional Airport received notification from the Federal Aviation Administration to initiate action necessary to obtain bids for the new Aircraft Parking Apron; this includes construction and professional engineering construction services. Two bids were received and opened on August 16, 2011 for the construction phase.

Staff recommends approval of the Base Bid and Add Alternate 1 from Smoky Hill Construction Co. from Salina, Kansas in the amount of \$1,521,967.10. Staff also recommends accepting the Construction Services proposal from Burns and McDonnell in the amount of \$ 257,175.00.

Total project cost: Construction \$ 1,521,967.10
Professional Engineering Services \$ 257,175.00
Administration \$3,000.00
Total \$ 1,782,142.10

95% FAA \$ 1,693,035.00
5% Local Match \$ 89,107.00
Total \$ 1,782,142.00

Bidder/Engineer	Base Bid	Add Alt. 1	Total
Burns & McDonnell (Engineer)	\$875,481.02	\$623,094.41	\$1,498,575.42
Smoky Hill Construction Co.	\$876,901.40	\$645,065.70	\$1,521,967.10
JAG Construction Co.	\$1,044,360.50	\$732,008.65	\$1,776,369.15

Bid tabulations and engineers recommendation is attached for your review.

Background:

May 3, 2010 the City Commission approved the Engineering Services Agreement with Burns and McDonnell for the Apron Expansion Engineering and Design phase I for a total of \$ 99,660 under Grant #26.

November 10, 2010 the Dodge City Regional Airport received notification from the Federal Aviation Administration to initiate action necessary to obtain construction bids for the new Aircraft Parking Apron. Bids were received and opened on August 16, 2011. This work is identified on an approved Airport Capital Improvement Program (ACIP) data sheet on file with FAA.

The City of Dodge City has received from our airport Consultant, Burns & McDonnell a Construction Services proposal for the Apron Expansion project. Their proposed not-to-exceed fee is \$ 257,175.00. In complying with FAA procedures, the City obtained an Independent Cost Analysis, (ICA) from Kirkham Michael & Associates. This cost analysis was performed by Mr. Eric Johnson. Mr. Johnson's analysis was based on Burns & McDonnell's scope of work. His estimate was \$ 251,939.01. The difference between the proposal and estimate is \$ 5,235.99. This results in a 02% difference between the proposed fee and the ICA. The construction services fee will be included in grant # 27 for the Apron Expansion project.

On August 17, a telephone interview was conducted with the Apparent Low Bidder, Smoky Hill Construction Company. This interview was performed for the purposes of reviewing their bid and confirming their understanding of project requirements. Smoky Hill Construction Company confirmed the following information:

1. Smoky Hill Construction Company is agreeable to the calendar days provided for in the contract. Their intent is to start construction in the Spring of 2012.
2. They do not have any concerns regarding the elements of work as described on the Contract Drawings, in the Project Manual, or in Addendum No. 1 and 2.
3. They are prequalified with the Kansas Department of Transportation.

The City may hold the Bids for a period up to 90 calendar days from the date of the bid opening to evaluate the proposals.

Award of this project is contingent upon available funding and FAA approval.

Justification:

Construction aircraft parking apron will provide additional temporary and long term aircraft parking at the airport.

Financial Considerations:

Total project cost: Construction \$ 1,521,967.10
Professional Engineering Services \$ 257,175.00
Administration \$3,000.00
Total \$ 1,782,142.10

95% FAA \$ 1,693,035.00
5% Local Match \$ 89,107.00
Total \$ 1,782,142.00
Funds are available for our match in the CIP.

Purpose/Mission:

To comply with Part 139 regulations and provide additional aircraft parking.

Legal Considerations:

Compliance with the grant assurances and condition contained in the grant and to follow Part 139 requirements for safe operations of the airport.

Attachment:

New Aircraft Parking Apron Design
Engineer's recommendation
Bid Tabulation
Independent Cost Analysis, (ICA) from Kirkham Michael & Associates
Professional Engineering Services Agreement Burns and McDonnell

Copies of the Grant Agreements and Supplemental Agreements are in my office. If you need a copy please let me know.

Dodge City Regional Airport
AIP No. 3-20-0017-26/27

Apron and Connecting Taxiway

Burns & McDonnell responses to FAA Design Report Comments dated April 21, 2011:

No. 1. FAA: For AIP funded apron expansion project, calculations based on Appendix 5 of the Airport Design Advisory Circular 150/5300-13 is required to justify the proposed size. You may use the excel spreadsheet to determine the size:

http://www.faa.gov/airports/central/airports_resources/mdia/apron_area.xls

BMcD: Attached is the apron area spreadsheet. The current Airport Masterplan noted 16 existing tie-down locations and Total Annual Operations of 23,800. The spreadsheet suggests approximately 25 total tie-downs. The proposed apron layout shown on the attached Option 2 Revised accommodates 6 additional tie-downs. The primary purpose for the project is to enhance safe operations by adding circulation and providing aircraft parking outside of the object free areas, therefore several aircraft parking areas are being relocated.

The revised sketch shows aircraft parking for large group II aircraft, large group I aircraft, and small group I aircraft. The blacked out areas show the pavement areas that may be omitted from the previous proposed layout.

No. 2. FAA: Considering the possibility of future corporate hangars, Option 1 seems to make more sense. Option 1 should depict similar number of Group II parking spots as Option 2. (2-3 Group II spots with remainder marked for Group I aircraft). If you choose to go with Option 2, the hangars will not be built as shown on the Airport Layout Plan (ALP). During the as-built update, the ALP should be revised to show a different location for the proposed corporate hangars.

BMcD: As mentioned in the Design Report, Option 2 was the preferred option of the Airport Board. The Airport Layout Plan will be updated with the construction as built update to not show proposed hangars adjacent to the aircraft parking tie-downs.

No. 3: FAA: A portion of the access road closer to the ARFF building will not be used for taxiing. Therefore, it is not necessary to widen the entire ARFF access road.

BMcD: The attached Option 2 Revised sketch shows the pavement along the northwest side of the ARFF access to be omitted. The existing "No Entry" sign will be relocated adjacent to the area where the pavement is being omitted. Although the sign typically would be located on the left side, we would propose locating it on the right side or omitting the sign.

No. 4. FAA: Pavement Design did not consider flyash stabilized layer, when you include that PCC thickness reduced to 8" (actually could be 7.5").

Recommended section: 8" PCC/6" P209/ 9" P158

BMcD: We concur with the approved pavement section.

Apron Size Calculations for Transient Aircraft

Airport
 Location

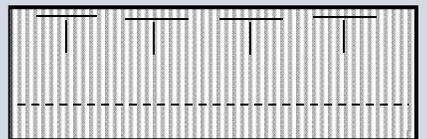
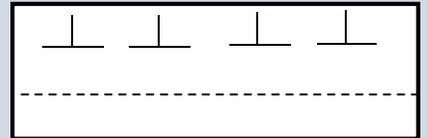
Existing Apron
 # square yards →

Calculations are based upon guidance established within Appendix 5 to AC 150/5300-13. User may calculate size of apron based upon total annual ops or user may develop an estimate of annual operations based upon number of based aircraft.

	<u>Based Aircraft</u>	OR	<u>Total Annual Ops</u>
1. Calculate the total annual operations			
Enter number of based aircraft →	<input type="text" value=""/>		
Enter number of operations per aircraft ¹ →	<input type="text" value="350"/>		
Total Annual Operations →	<input type="text" value="0"/>		<input type="text" value="23,800"/>
2. Busiest Month (% of Annual Ops) ²			
Enter % of Annual Ops that occur in busiest month →	<input type="text" value="20"/>		
Busiest Month Operations →	<input type="text" value="0"/>		<input type="text" value="4,760"/>
3. Busiest Day (10% > Avg Day)			
Enter Busiest Month (e.g. August) →	<input type="text" value="May"/>		
Avg Day Busy Month →	<input type="text" value="0"/>		<input type="text" value="154"/>
Busiest Day 10% > avg. day →	<input type="text" value="0"/>		<input type="text" value="169"/>
4. # Itinerant Aircraft			
Enter % of Itinerant Operations ³ →	<input type="text" value="54"/>		
# Itinerant Aircraft operations →	<input type="text" value="0"/>		<input type="text" value="91"/>
# Itinerant Aircraft Landing Operations →	<input type="text" value="0"/>		<input type="text" value="46"/>
Enter % of Itinerant Operations on ground →	<input type="text" value="50"/>		
# Itinerant AC on ground (assume 50%) →	<input type="text" value="0"/>		<input type="text" value="23"/>
5. Apron area			
# square yards per aircraft ⁴ →	<input type="text" value="360"/>		
Apron Area (sq yds) →	<input type="text" value="0"/>		<input type="text" value="8,209"/>
6. Planned Apron (10% >)			
# square yards →	<input type="text" value="0"/>		<input type="text" value="9,030"/>

NOTES:

- Ops/Based Aircraft:
 Small GA-250 Med GA-350 Reliever-450 Busy Reliever-750
- Amount of activity can be determined from fuel sales or from actual operations counts. For example if month with highest fuel sales accounts for 20% of annual sales, use 20% of annual as busy month. If actual traffic counts available, use those.
- Assume 50% of operations are itinerant if no records are available.
- Planning areas shown assume 10' clearance between wingtips. Taxilane @ edge places taxilane on edge of apron.
- Users requiring assistance or reasonable accommodation may contact the FAA Central Region at 816-329-2600.



Apron Area	w/o Taxilane	w/Taxilane @ edge	w/Taxilane
Group I	360	755	960
Group II	490	1,075	1,385

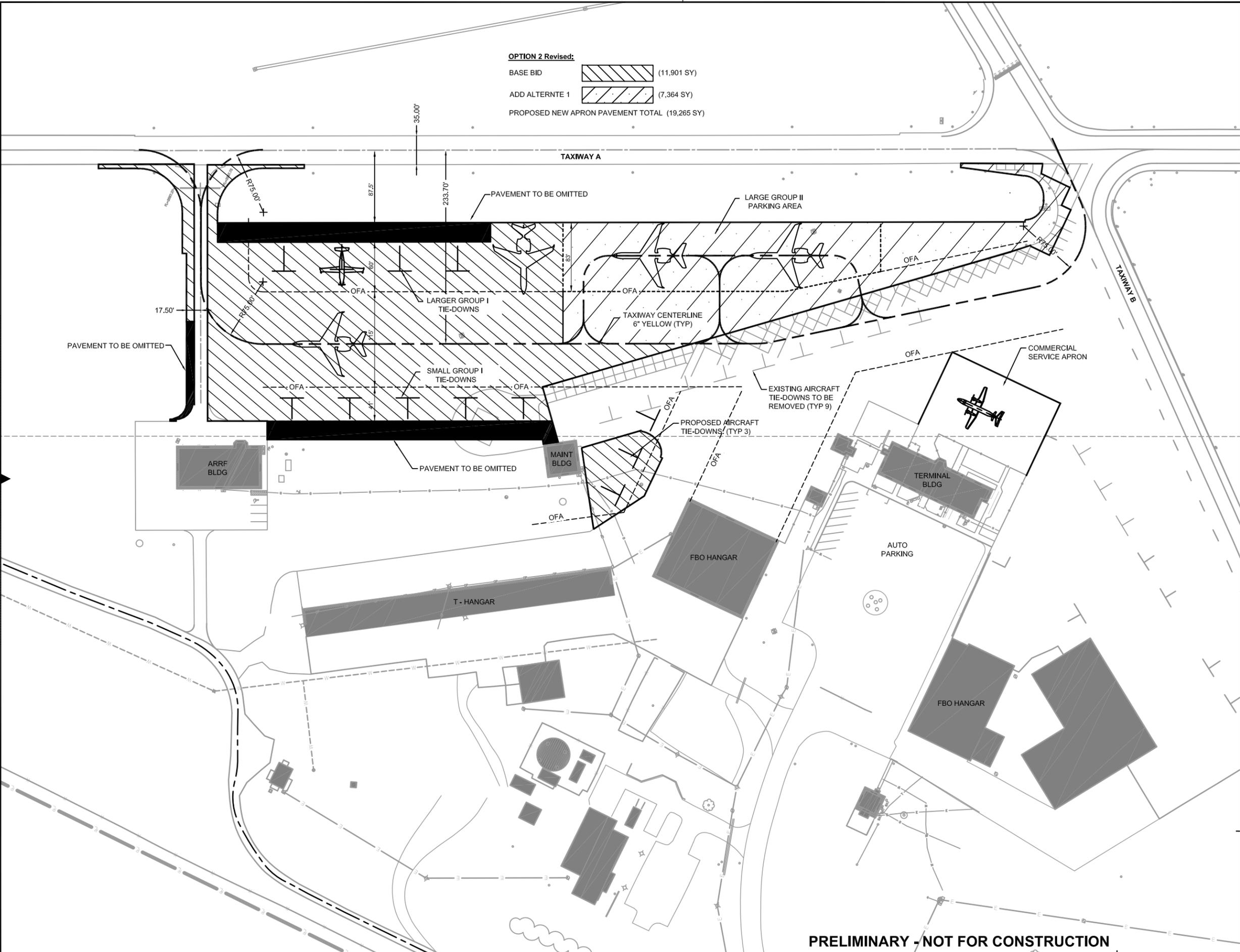
1 2 3 4 5 6 7 8 9 10 11 12 13 14

OPTION 2 Revised:
 BASE BID (11,901 SY)
 ADD ALTERNTE 1 (7,364 SY)
 PROPOSED NEW APRON PAVEMENT TOTAL (19,265 SY)

Scale For Microlining
 Millimeters

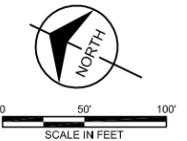
Scale For Microlining
 Inches

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no.	date	by	ckd	description

A
B
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date XX MONTH 2011	detailed
designed	checked



DODGE CITY REGIONAL AIRPORT
 DODGE CITY, KANSAS

NEW AIRCRAFT PARKING APRON
 OPTION 2 REVISED

project 57249	contract AIP NO. 3-20-0017-26
drawing	rev. 0
sheet	of sheets
file	of sheets

PRELIMINARY - NOT FOR CONSTRUCTION



August 19, 2011

Mr. Mike Klein
Airport Manager
City Hall
806 N. 2nd Avenue
Dodge City, Kansas 67801

Re: Engineer's Recommendation for the New Aircraft Parking Apron and Connecting Taxiway Project
at the Dodge City Regional Airport
AIP No. 3-20-0017-27
BMcD No. 57249

Dear Mr. Klein:

Burns & McDonnell has tabulated and confirmed the bids received for the aforementioned project and dated August 16, 2011. The tabulation summary of bids is in Table A. A detailed tabulation of bids is enclosed for your review.

TABLE A

Bidder/Engineer	Base Bid	Add Alt. 1	Total
Burns & McDonnell (Engineer)	\$875,481.02	\$623,094.41	\$1,498,575.42
Smoky Hill Construction Co.	\$876,901.40	\$645,065.70	\$1,521,967.10
JAG Construction Co.	\$1,044,360.50	\$732,008.65	\$1,776,369.15

There were no discrepancies between the tabulated bid values and the submitted bid values of the Bidders. All Bidders acknowledged receipt of Addendum No. 1 and 2. All proposals were signed by an officer of the company. The apparent low bidder met the DBE goal of 10 percent for this project.

On August 17, a telephone interview was conducted with the Apparent Low Bidder, Smoky Hill Construction Company. This interview was performed for the purposes of reviewing their bid and confirming their understanding of project requirements. Smoky Hill Construction Company confirmed the following information:

1. Smoky Hill Construction Company is agreeable to the calendar days provided for in the contract. Their intent is to start construction in the Spring of 2012.
2. They do not have any concerns regarding the elements of work as described on the Contract Drawings, in the Project Manual, or in Addendum No. 1 and 2.
3. They are prequalified with the Kansas Department of Transportation.

The City may hold the Bids for a period up to 90 calendar days from the date of the bid opening to evaluate the proposals. Award of this project is contingent upon available funding and FAA approval.

Mr. Mike Klein
August 19, 2011
Page 2

Based on the results of the tabulation of bids, review of the required bid documentation, and discussions with the Apparent Low Bidder that has met all of the criteria required for this Bid, Burns & McDonnell recommends award to Smoky Hill Construction Company for the Base Bid and Add Alternate 1 in the tabulated amount of \$ 1,521,967.10.

I trust this information is sufficient for your purposes. If you should have any additional questions or comments regarding this information, please contact me at 816-346-6627 or Dave Hadel at 816-822-3378.

Sincerely,



Joe Moses, P.E.
Project Manager

enc

cc Dave Hadel, BMcD



**ENGINEER'S ESTIMATED COST OF CONSTRUCTION
DODGE CITY REGIONAL AIRPORT
DODGE CITY, KS
NEW AIRCRAFT PARKING APRON (RIGID PAVEMENT)**

AIP No. 3-20-0017-26/27
Burns & McDonnell No. 57249
August 16, 2011

ITEM NO.	SPEC. ITEM NO.	DESCRIPTION OF WORK	UNITS	ESTIMATED QUANTITY	Burns & McDonnell (Engineer)		Smokey Hill		JAG Construction Co.	
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
NEW AIRCRAFT PARKING APRON - BASE BID										
1	P-100-4.1	MOBILIZATION	LS	1	\$79,589.18	\$79,589.18	\$113,570.00	\$113,570.00	\$41,300.00	\$41,300.00
2	P-101-5.1	CONCRETE PAVEMENT REMOVAL	SY	141	\$3.00	\$423.00	\$1.95	\$274.95	\$5.50	\$775.50
3	P-101-5.3	SAWCUT	LF	159	\$4.50	\$715.50	\$2.00	\$318.00	\$3.00	\$477.00
4	P-101-5.5	12 INCH CORRUGATED METAL PIPE REMOVAL	LF	48	\$20.00	\$960.00	\$6.60	\$316.80	\$8.50	\$408.00
5	P-101-5.6	REMOVE CONCRETE PAD SALVAGE SIGN TO AIRPORT	EA	1	\$250.00	\$250.00	\$246.00	\$246.00	\$750.00	\$750.00
6	P-102-2.1	TRAFFIC CONTROL	LS	1	\$52,051.34	\$52,051.34	\$17,000.00	\$17,000.00	\$18,800.00	\$18,800.00
7	P-151-4.1	CLEARING AND GRUBBING	AC	0.15	\$2,600.00	\$390.00	\$26,517.00	\$3,977.55	\$14,000.00	\$2,100.00
8	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	11,642	\$3.75	\$43,657.50	\$4.00	\$46,568.00	\$6.75	\$78,583.50
9	P-156-5.1	TEMPORARY SEEDING AND MULCHING	AC	1.5	\$800.00	\$1,200.00	\$1,275.00	\$1,912.50	\$950.00	\$1,425.00
10	P-156-5.2	INSTALLATION AND REMOVAL OF SILT FENCE	LF	622	\$3.00	\$1,866.00	\$6.30	\$3,918.60	\$7.00	\$4,354.00
11	P-156-5.3	INSTALLATION AND REMOVAL OF COMPOST FILTER SOCK	LF	360	\$5.00	\$1,800.00	\$8.50	\$3,060.00	\$13.00	\$4,680.00
12	P-156-5.4	SEDIMENT REMOVAL	CY	150	\$50.00	\$7,500.00	\$35.00	\$5,250.00	\$12.00	\$1,800.00
13	P-158-8.1	FLY ASH TREATED SUBGRADE	SY	11,000	\$7.00	\$77,000.00	\$2.35	\$25,850.00	\$5.35	\$58,850.00
14	P-158-8.2	FLY ASH	TONS	613	\$55.00	\$33,715.00	\$94.50	\$57,928.50	\$81.00	\$49,653.00
15	P-209-5.1	CRUSHED AGGREGATE BASE COURSE	SY	11,000	\$7.00	\$77,000.00	\$10.55	\$116,050.00	\$16.25	\$178,750.00
16	P-501-8.1	PORTLAND CEMENT CONCRETE PAVEMENT (8")	SY	10,866	\$40.00	\$434,640.00	\$38.00	\$412,908.00	\$47.75	\$518,851.50
17	P-620-5.1-1	TAXIWAY AND APRON PAVEMENT MARKING (YELLOW)	SF	528	\$1.50	\$792.00	\$5.00	\$2,640.00	\$5.65	\$2,983.20
18	P-620-5.1-2	TAXIWAY AND APRON PAVEMENT MARKING (BLACK)	SF	742	\$1.50	\$1,113.00	\$5.00	\$3,710.00	\$5.65	\$4,192.30
19	D-701-5.2	30 INCH REINFORCED CONCRETE PIPE CLASS IV	LF	120	\$70.00	\$8,400.00	\$67.50	\$8,100.00	\$70.00	\$8,400.00
20	D-701-5.3	30 INCH REINFORCED CONCRETE PIPE FLARED END SECTION	EA	2	\$850.00	\$1,700.00	\$787.00	\$1,574.00	\$1,200.00	\$2,400.00
21	D-701-5.5	ROCK REVETMENT	SY	336	\$55.00	\$18,480.00	\$33.75	\$11,340.00	\$38.00	\$12,768.00
22	D-751-5.1	AIRFIELD MANHOLES	EA	1	\$650.00	\$650.00	\$2,550.00	\$2,550.00	\$900.00	\$900.00
23	-	MOORING EYES	EA	30	\$150.00	\$4,500.00	\$90.00	\$2,700.00	\$63.00	\$1,890.00
24	L-108-5.1	TRENCHING	LF	510	\$3.00	\$1,530.00	\$4.25	\$2,167.50	\$3.40	\$1,734.00
25	L-108-5.2	#8AWG L-824C 5KV CABLE	LF	510	\$1.50	\$765.00	\$3.20	\$1,632.00	\$2.00	\$1,020.00
26	L-108-5.4	#6AWG BARE CU COUNTERPOISE WIRE	LF	510	\$1.50	\$765.00	\$3.00	\$1,530.00	\$2.00	\$1,020.00
27	L-110-5.1	SINGLE-WAY 2" PVC DIRECT BURIED DUCT	LF	510	\$3.00	\$1,530.00	\$5.30	\$2,703.00	\$4.00	\$2,040.00
28	L-125-5.1	ELEVATED MEDIUM INTENSITY TAXIWAY EDGE LIGHTS L-861T	EA	8	\$550.00	\$4,400.00	\$1,170.00	\$9,360.00	\$850.00	\$6,800.00
29	L-125-5.3	NEW TAXIWAY GUIDANCE SIGN	EA	2	\$4,500.00	\$9,000.00	\$4,250.00	\$8,500.00	\$6,700.00	\$13,400.00
30	T-901-5.1	SEEDING	AC	2.5	\$850.00	\$2,125.00	\$1,062.00	\$2,655.00	\$1,650.00	\$4,125.00
31	T-904-5.1	SODDING	SY	219	\$6.50	\$1,423.50	\$9.00	\$1,971.00	\$7.00	\$1,533.00
32	T-905-5.1	TOPSOILING	CY	685.0	\$5.00	\$3,425.00	\$5.00	\$3,425.00	\$23.50	\$16,097.50
33	T-908-5.1	MULCHING	AC	2.5	\$850.00	\$2,125.00	\$478.00	\$1,195.00	\$600.00	\$1,500.00
TOTAL COST OF NEW AIRCRAFT PARKING - BASE BID						\$875,481.02		\$876,901.40		\$1,044,360.50



**ENGINEER'S ESTIMATED COST OF CONSTRUCTION
DODGE CITY REGIONAL AIRPORT
DODGE CITY, KS
NEW AIRCRAFT PARKING APRON (RIGID PAVEMENT)**

AIP No. 3-20-0017-26/27
Burns & McDonnell No. 57249
August 16, 2011

ITEM NO.	SPEC. ITEM NO.	DESCRIPTION OF WORK	UNITS	ESTIMATED QUANTITY	Burns & McDonnell (Engineer)		Smokey Hill		JAG Construction Co.	
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
Burns & McDonnell										
Smokey Hill										
JAG Construction Co.										
ITEM NO.	SPEC. ITEM NO.	DESCRIPTION OF WORK	UNITS	ESTIMATED QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
NEW AIRCRAFT PARKING APRON - ADD ALT NO. 1										
1	P-100-4.1	MOBILIZATION	LS	1	\$56,644.95	\$56,644.95	\$35,500.00	\$35,500.00	\$18,200.00	\$18,200.00
2	P-101-5.1	CONCRETE PAVEMENT REMOVAL	SY	235	\$3.00	\$705.00	\$1.75	\$411.25	\$5.50	\$1,292.50
3	P-101-5.2	PAINT REMOVAL	SF	100	\$3.00	\$300.00	\$3.00	\$300.00	\$3.50	\$350.00
4	P-101-5.3	SAWCUT	LF	250	\$4.50	\$1,125.00	\$3.00	\$750.00	\$3.00	\$750.00
5	P-101-5.4	CORE (1') EXISTING AIRCRAFT TIE-DOWN ANCHORS	EA	27	\$120.00	\$3,240.00	\$225.00	\$6,075.00	\$150.00	\$4,050.00
6	P-101-5.7	REMOVE CONCRETE PAD REMOVE AND STORE TAXIWAY SIGN FOR RE	EA	1	\$250.00	\$250.00	\$250.00	\$250.00	\$750.00	\$750.00
7	P-101-5.8	REMOVE EXISTING HANDHOLE TOP	EA	1	\$150.00	\$150.00	\$2,125.00	\$2,125.00	\$750.00	\$750.00
8	P-101-5.9	REMOVE AND SALVAGE ELECTRICAL MANHOLE	EA	1	\$150.00	\$150.00	\$3,700.00	\$3,700.00	\$1,000.00	\$1,000.00
9	P-102-2.1	TRAFFIC CONTROL	LS	1	\$37,021.46	\$37,021.46	\$3,200.00	\$3,200.00	\$15,300.00	\$15,300.00
10	P-152-4.1	UNCLASSIFIED EXCAVATION	CY	3,476	\$3.75	\$13,035.00	\$7.85	\$27,286.60	\$6.75	\$23,463.00
11	P-156-5.1	TEMPORARY SEEDING AND MULCHING	AC	0.5	\$800.00	\$400.00	\$1,275.00	\$637.50	\$950.00	\$475.00
12	P-156-5.2	INSTALLATION AND REMOVAL OF SILT FENCE	LF	68	\$3.00	\$204.00	\$6.30	\$428.40	\$7.00	\$476.00
13	P-156-5.3	INSTALLATION AND REMOVAL OF COMPOST FILTER SOCK	LF	124	\$5.00	\$620.00	\$8.50	\$1,054.00	\$13.00	\$1,612.00
14	P-156-5.4	SEDIMENT REMOVAL	CY	50	\$50.00	\$2,500.00	\$35.00	\$1,750.00	\$12.00	\$600.00
15	P-158-8.1	FLY ASH TREATED SUBGRADE	SY	8,417	\$7.00	\$58,919.00	\$2.85	\$23,988.45	\$5.35	\$45,030.95
16	P-158-8.2	FLY ASH	TONS	469	\$55.00	\$25,795.00	\$94.50	\$44,320.50	\$81.00	\$37,989.00
17	P-209-5.1	CRUSHED AGGREGATE BASE COURSE	SY	8,417	\$7.00	\$58,919.00	\$10.95	\$92,166.15	\$16.25	\$136,776.25
18	P-501-8.1	PORTLAND CEMENT CONCRETE PAVEMENT (8")	SY	8,327	\$40.00	\$333,080.00	\$42.50	\$353,897.50	\$47.75	\$397,614.25
19	P-620-5.1-1	TAXIWAY AND APRON PAVEMENT MARKING (YELLOW)	SF	919	\$1.50	\$1,378.50	\$2.80	\$2,573.20	\$3.10	\$2,848.90
20	P-620-5.1-2	TAXIWAY AND APRON PAVEMENT MARKING (BLACK)	SF	1,663	\$1.50	\$2,494.50	\$2.80	\$4,656.40	\$3.10	\$5,155.30
21	D-701-5.1	36 INCH REINFORCED CONCRETE PIPE CLASS III	LF	80	\$80.00	\$6,400.00	\$87.00	\$6,960.00	\$93.00	\$7,440.00
22	D-701-5.4	36 INCH REINFORCED CONCRETE PIPE FLARED END SECTION	EA	2	\$1,050.00	\$2,100.00	\$1,277.00	\$2,554.00	\$1,500.00	\$3,000.00
23	D-751-5.1	AIRFIELD MANHOLES	EA	1	\$650.00	\$650.00	\$4,750.00	\$4,750.00	\$950.00	\$950.00
24	-	MOORING EYES	EA	9	\$150.00	\$1,350.00	\$90.00	\$810.00	\$63.00	\$567.00
25	L-108-5.1	TRENCHING	LF	290	\$3.00	\$870.00	\$5.30	\$1,537.00	\$3.40	\$986.00
26	L-108-5.2	#8AWG L-824C 5KV CABLE	LF	2,690	\$1.50	\$4,035.00	\$3.00	\$8,070.00	\$2.00	\$5,380.00
27	L-108-5.3	#8AWG XHHW EQUIPMENT GROUND	LF	300	\$1.50	\$450.00	\$2.65	\$795.00	\$1.50	\$450.00
28	L-108-5.4	#6AWG BARE CU COUNTERPOISE WIRE	LF	435	\$1.50	\$652.50	\$2.65	\$1,152.75	\$2.00	\$870.00
29	L-108-5.5	#8AWG L-824C 600V CABLE	LF	900	\$1.50	\$1,350.00	\$2.25	\$2,025.00	\$2.00	\$1,800.00
30	L-110-5.1	SINGLE-WAY 2" PVC DIRECT BURIED DUCT	LF	140	\$3.00	\$420.00	\$5.30	\$742.00	\$4.00	\$560.00
31	L-110-5.2	SINGLE-WAY 4" PVC DIRECT BURIED DUCT	LF	145	\$4.50	\$652.50	\$5.30	\$768.50	\$16.50	\$2,392.50
32	L-125-5.1	ELEVATED MEDIUM INTENSITY TAXIWAY EDGE LIGHTS L-861T	EA	5	\$550.00	\$2,750.00	\$1,170.00	\$5,850.00	\$850.00	\$4,250.00
33	L-125-5.2	RELOCATED TAXIWAY GUIDANCE SIGN	EA	1	\$1,500.00	\$1,500.00	\$650.00	\$650.00	\$2,500.00	\$2,500.00
34	T-901-5.1	SEEDING	AC	1	\$850.00	\$850.00	\$1,260.00	\$1,260.00	\$950.00	\$950.00
35	T-904-5.1	SODDING	SY	87	\$6.50	\$565.50	\$9.00	\$783.00	\$7.00	\$609.00
36	T-905-5.1	TOPSOILING	CY	186	\$5.00	\$930.00	\$5.00	\$930.00	\$23.50	\$4,371.00
37	T-908-5.1	MULCHING	AC	0.75	\$850.00	\$637.50	\$478.00	\$358.50	\$600.00	\$450.00
TOTAL COST OF NEW AIRCRAFT PARKING - BID ALTERNATE 1						\$623,094.41		\$645,065.70		\$732,008.65
TOTAL COST OF NEW AIRCRAFT PARKING APRON - BASE BID AND BID ALT 1						\$1,498,575.42		\$1,521,967.10		\$1,776,369.15

Kirkham Michael
Exhibit C
ICA
Construction Services Apron and Connecting Taxiway
Dodge City Regional Airport
Dodge City KS

Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal	25	\$64.50	\$ 1,612.50
Project Engineer	185	\$38.22	\$ 7,070.70
Project Manager	135	\$53.56	\$ 7,230.60
CADD Tech.	300	\$27.00	\$ 8,100.00
Eng Tech	800	\$22.40	\$ 17,920.00
Party Chief	50	\$25.00	\$ 1,250.00
Survey Assistant	50	\$35.00	\$ 1,750.00
Land Surveyor	8	\$49.52	\$ 396.16
Clerical	125	\$18.00	\$ 2,250.00
	1678		Total Direct Salary \$ 47,579.96

Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs	195.62%	\$ 93,075.92
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Item No. 3 - Direct Non-Salary Expenses

Travel	3500	\$ 0.55	\$ 1,925.00
Hotel	60	\$ 85.00	\$ 5,100.00
Meals	180	\$ 8.00	\$ 1,440.00
Printing	2	\$ 1,000.00	\$ 2,000.00
Materials	1	\$ 1,000.00	\$ 1,000.00
		Total Non-Salary Expenses	\$ 11,465.00

Item No. 4 - Subtotal of Items 1, 2, and 3 **\$ 152,120.88**

Item No. 5 - Fixed Fee: 15% Of Item 4 **\$ 22,818.13**

Item No. 6 - Subconsultants

Electrical	\$ 25,000.00	\$ 25,000.00
Geo-tech	\$ 52,000.00	\$ 52,000.00

Item No. 7 - Total Lump Sum Amount **\$ 251,939.01**

Eric W. Johnson Airport Services Manager
Date 9/1/11



**AUTHORIZATION NO. 11
FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE
NEW APRON AND CONNECTING TAXIWAY
CONSTRUCTION PHASE SERVICES
AT DODGE CITY REGIONAL AIRPORT (DDC)**

In accordance with SECTION 1 – AUTHORIZATION OF SERVICES of the Agreement for Professional Engineering Services dated February 19, 2007, by and between CITY OF DODGE CITY, KANSAS (SPONSOR) and BURNS & McDONNELL (CONSULTANT), the following improvement project “Apron Expansion & Taxiway Connector at the Dodge City Regional Airport”, authorization is hereby given and mutually agreed upon:

A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:

1. **Project Name:** New Aircraft Parking Apron and Connecting Taxiway at the Dodge City Regional Airport.

2. **Description of Improvements:** Provide construction phase services for the construction of a New Aircraft Parking Apron and Connecting Taxiway at the Dodge City Regional Airport.

B. DESCRIPTION OF SERVICES TO BE PERFORMED:

CONSULTANT has developed the following Scope of Services to perform engineering services for the aforementioned project. The Scope of Services is defined as follows:

1. **Construction Phase Services:** This includes activities for developing a construction observation program, providing full-time construction observation throughout the duration of the construction process and preparing a record set of drawings conforming to construction records documents for the completed project. The specific elements of work include:
 - a. Develop a Construction Observation Program. This document outlines the general responsibilities of the SPONSOR, Federal Aviation Administration (FAA), CONSULTANT and Construction Contractor. The Program will include the following items:
 - (1) Name of the person representing the SPONSOR who has overall responsibility of contract administration for the project and the authority to take necessary actions to comply with the contract.
 - (2) Names of testing laboratories and a certificate of accreditation, indicating proficiency in specific test standards.
 - (3) Names of other engineering firms with quality assurance responsibilities for the project including a description of the services to be provided by each firm.
 - (4) Listing of qualifications for the CONSULTANT’s management team including; Project Manager, site observers, laboratory personnel, and testing personnel.

- (5) Listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
- (6) Procedures for confirming that:
 - (a) Tests are taken in accordance with the approved construction observation program.
 - (b) Tests are documented properly.
 - (c) Corrective actions/retesting are taken for failed tests.
 - (d) Mix designs meet project specifications and CONSULTANT's approval is properly documented.
 - (e) Quality and quantity of materials meet project requirements.
 - (f) Reports are transmitted to proper parties.
- b. Hold one (1) preconstruction meeting with the Contractor, SPONSOR and FAA (if available) to determine detailed project requirements, budget, schedule, phasing and other pertinent matters. This meeting will be attended by the CONSULTANT's Project Manager, and Construction Services Team.
- c. During the Design Phase, a preliminary construction schedule was developed by the CONSULTANT to determine the number of calendar days needed to complete construction of this project. As a result, the Contractor will be required to complete this project within 90 calendar days for the Base bid and 60 calendar days for Add Alternate No. 1 for a total of 150 calendar days from receipt of the OWNER's Notice-To-Proceed. To verify that the project is being constructed in compliance with the approved Drawings and Specifications, the CONSULTANT will provide full-time construction observation. Full-time construction observations is defined as having a Resident Project Representative available for onsite observations, Monday through Friday for eight (8) hours per day for 107 days for a total of 856 hours. The Resident Project Representative will be available for an additional two (2) hours overtime for 60 of the workdays. The total hours of overtime will not exceed 120. In the event the Contractor elects to work more than these estimated hours, the Resident Project Representative will remain on site as needed to observe the work being performed. The hours utilized for these extended observations beyond these estimate hours will be deducted from the overall total hours estimated for the project.
- d. Assistant Project Representative (APR). During the start-up of critical activities and at periodic times as determined by the SPONSOR and/or Project Manager, an Assistant Project Representative will perform on-site observations in conjunction with the Resident Project Representative. The APR's visits are estimated to be no more than 5 (16-hour) trips for a total of 80 hours.
- e. Performing shop drawing reviews and material certifications as received from the Contractor.
- f. Respond to field issues throughout the duration of the project.
- g. Prepare monthly pay estimates and progress reports.

- h. Prepare change order and supplemental agreements.
- i. Testing. The CONSULTANT will provide through the services of a testing laboratory, all first time testing for the required tests as identified in the Project Specifications.
- j. Reports.
 - 1. Weekly Reports: Tests reports including types of tests taken, applicable standards, location of tests, tests results (highlighting those tests which fail specification requirements), provisions for failed tests, and specification requirements shall be recorded and filed in a timely and orderly manner and shall be made available for review by the FAA upon request.
 - 2. Final Report: At the end of the job, the CONSULTANT shall submit a final test and quality control report documenting the results of all tests performed. Those tests that failed or did not meet the applicable test standard shall be highlighted and corrective action/retesting noted. The report shall include the pay reductions applied and justification for accepting any out-of-tolerance materials.
 - 3. Wage Rate Interviews and DBE Compliance Reports. These reports will be conducted on a random basis as work progresses throughout the duration of the project.
- k. Prepare Final Punch List. The Resident Project Representative, Project Civil Engineer, Project Manager, SPONSOR, FAA (if available) and Contractor will perform a pre-final walk through of the project and prepare a final punch list of the project.
- l. Final Walk Through. The Resident Project Representative and Project Manager will attend a final project walk through with SPONSOR and FAA to verify final punch list items have been addressed and that the project is acceptable to SPONSOR and FAA.
- m. Prepare a set of drawings that Conform to Construction Records. These drawings will incorporate the Contractor's redlined mark-ups and those approved modifications identified by the Resident Project Representative. The CONSULTANT will distribute one copy (each) of the drawings to the OWNER and FAA.
- n. Provide FAA closeout documents per ACE-1600 Development Project Closeout.
- o. Provide periodic site visits by the CONSULTANTS's Project Manager (estimated at one visit per month).
- p. CONSULTANT will provide Project Management throughout the duration of the project.

C. METHOD OF COMPENSATION:

- 1. Compensation for the Scope of Work for items B.1.a. thru p., except for m. and n., shall be made by Method B - Cost Plus a Fixed Payment according to SECTION 6 – PAYMENTS TO CONSULTANT in the “AGREEMENT”.

2. Compensation for the Scope of Work for items B.1.m. and n. shall be made by Method A – Fixed Lump Sum Payment according to SECTION 6 – PAYMENTS TO CONSULTANT in the “AGREEMENT”.

D. AMOUNT OF COMPENSATION:

1. CONSULTANT will perform the Scope of Services for items identified in B of this AUTHORIZATION NO. 11, per the terms and conditions set forth in the Agreement, for an estimated Not To Exceed cost of \$257,175.00. The distribution of Field Services and Office Services is shown in Table A.

TABLE A

SCHEDULE OF FEES FOR CONSTRUCTION SERVICES	
Construction Services (Items B.1.a thru p. except for m. and n.)	
Office and Field Cost Including Material Testing	\$245,875.00
Construction Services (Items m. and n.)	
Office Only Cost	\$11,300.00
Total Cost of Construction Phase Services (Not To Exceed)	\$257,175.00

E. ESTIMATED TIME OF COMPLETION:

1. The time to complete the Scope of Services of this AUTHORIZATION NO. 11 is estimated at ninety (90) calendar days after the Construction has been completed.

F. ENGINEERS’ NOTICE TO PROCEED DATE:

1. CONSULTANT is prepared to commence work on this project immediately upon receiving a Notice To Proceed. The Notice To Proceed date for this project is _____.

It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of this Authorization.

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to be executed in three (3) counterparts by their duly authorized representatives and made effective the day and year first written above.

-----oooOooo-----

BURNS & McDONNELL
ENGINEERING COMPANY, INC

CITY OF DODGE CITY, KANSAS

By _____
David G. Hadel, P.E.
Director of Aviation Services

By _____
Mayor

By _____
Michael Klein
Director of Administration/
Airport Manager

ATTEST:

By _____
City Clerk

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

**DERIVATION OF CONSULTANT PROJECT COSTS
SUMMARY OF COSTS
New Aircraft Parking Apron & Connecting Taxiway
Dodge City Regional Airport (DDC)
Construction Phase Services
BASIC AND SPECIAL SERVICES
August 19, 2011**

1 DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	20.00	\$49.00	\$980.00
Project Manager	278.00	\$45.00	\$12,510.00
Sr. Civil Engineer	206.00	\$38.00	\$7,828.00
Staff Civil Engineer	1060.00	\$26.00	\$27,560.00
Sr. Electrical Engineer	0.00	\$44.00	\$0.00
Staff Electrical Engineer	30.00	\$38.00	\$1,140.00
Assist. Electrical Engineer	0.00	\$32.00	\$0.00
Sr. Technician	8.00	\$28.00	\$224.00
Staff Technician	20.00	\$22.00	\$440.00
Aviation Planner	0.00	\$30.00	\$0.00
Geotechnical Engineer	14.00	\$44.00	\$616.00
Clerical	38.00	\$18.00	\$684.00
	1,674.00		
Total Direct Salary Costs			= \$51,982.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 213.68% = \$111,075.14

3 SUBTOTAL:

Items 1 and 2 = \$163,057.14

4 PROFIT:

10.00% % of Item 3 Subtotal = \$16,305.71

Subtotal \$179,362.85

5 OUT-OF-POCKET EXPENSES:

a. Site Visits (Office Staff)	17.00 trips @	\$310.00 / trip =	\$5,270.00
b. Transportation Field	5.00 month @	\$1,775.00 / month	\$8,875.00
c. Per Diem (per day)	130.00 days @	\$123.00 / day=	\$15,990.00
d. Rental Car (per day)	0.00 days @	\$0.00 / day=	\$0.00
e. Misc. (per day)	0.00 days @	\$0.00 / day =	\$0.00
f. Computer CADD	0.00 Hours @	\$0.00 / Hour =	\$0.00
g. Computer Eng.	1571.00 Hours @	\$0.00 / Hour =	\$0.00
h. Materials, Printing, Mailing and Supplies		=	\$2,677.14

Total Out-of-Pocket Expenses = \$32,812.14

6 SUBCONTRACT COSTS:

a. Material Testing	=	\$45,000.00
b. Other	=	\$0.00
c. Other	=	\$0.00
		= \$45,000.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$257,175.00

SUMMARY

Memorandum

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

From: Nannette Pogue

Date: September 1, 2011

*Subject: Appointment of Kansas League of Municipalities Voting
Delegates*

Agenda Item: New Business

Recommendation: I recommend the City Commission appoint four voting and four alternate voting delegates to vote at the Kansas League of Municipalities Annual Business Meeting.

Background: State law provides that the governing body of each member city of the League of Kansas Municipalities may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League. Voting delegates are qualified to vote by having his or her name registered with the executive director of the League.

Justification: Based on our population, the City of Dodge City is entitled to four votes at the annual meeting.

Financial Considerations: None

Purpose/Mission: To have input on City policy at the State level..

Legal Considerations: None

Attachments: Letter from League



August 18, 2011

Dear City Clerks or City Managers/City Administrators:

We are pleased the League's Annual Conference in Wichita, October 8-10, 2011 is shaping up to be an exciting experience. We have an outstanding program of speakers, panel discussions and workshops planned which are highlighted in the July issue of the *Kansas Government Journal*.

I am writing to invite your city governing body to register its League voting delegates. State law provides that the governing body of each member city of the League may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League. League bylaws provide that a city voting delegate or alternate delegate qualifies by having his or her name, city title and address registered with the executive director.

Each member city needs to file new registration forms with the **League of Kansas Municipalities, 300 SW 8th Avenue, Topeka, KS 66603, by Friday, September 9th**.

Article 4, Sec. 5 of the League Bylaws prescribes the total number of votes provided to each member city based on population. The number of delegate registration forms enclosed is based on the following table.

City Population	No. Votes	No. Delegate Forms	No. Alternate Forms
1 - 2,500	1	1	1
2,501 - 7,500	2	2	2
7,501 - 17,500	3	3	3
17,501 - 37,500	4	4	4
37,501 - 77,500	5	5	5
77,501 - 117,500	6	6	6
117,501 - 157,500	7	7	7
157,501 - 197,500	8	8	8
197,501 - 237,500	9	9	9
237,501 - 277,500	10	10	10
277,501 - 355,500	11	11	11
355,501 - 395,500	12	12	12

A business and policy session of city voting delegates will be held on Monday afternoon, October 10th at the conference in Wichita.

I look forward to hearing from you.

Sincerely,

Don Moler
 Executive Director

Enclosures

CITY VOTING DELEGATE REGISTRATION
League of Kansas Municipalities

The Governing Body of the City of _____

has elected: Name _____

Title _____

Address _____

E-Mail Address _____

to be (circle one number)

voting delegate 1 2 3 4

alternate voting delegate 1 2 3 4

to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities.

Signed: _____

City Clerk

Date: _____

INSTRUCTIONS

Eight voting delegate registration forms are enclosed. Based on its current population, your city may have up to four voting delegates. A separate form should be filed for your voting delegate and for any alternate delegate you elect.

Actions taken at the League's annual business session are taken by vote of the individual voting delegates present unless the weighted voting system is triggered by the request of ten or more delegates.

If the weighted voting system is used, a roll call vote of member cities will be held. Under a roll call by city, your city will have one vote.

State Law Authorizing City Delegates

K.S.A. Supp. 12-1601f. "The governing body of each member city may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities."

League Bylaw on Election and Qualifying of Delegates

Article 2, Section 2. "When a city is a member of the League, any elected or appointed officers of such city may be elected by the city governing body as voting delegates and alternate voting delegates in accordance with the provisions of Article 4 of these bylaws, to represent the city in any meeting of the voting delegates and in the conduct of any other affairs of the instrumentality requiring action of the member cities. Alternate voting delegates may vote on matters before a meeting of the voting delegates in the absence of the regular delegate. A voting delegate or alternate shall qualify by having his or her name, city, title and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified."

Memorandum

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

From: Nannette Pogue

Date: September 1, 2011

Subject: Appointment of NLC Voting Delegates

Agenda Item: New Business

Recommendation: I recommend the City Commission appoint one voting and one alternate delegate to vote at the National League of Cities (NLC) Annual Business Meeting.

Background: As a direct member city, Dodge City is entitled to one vote at the National League of Cities (NLC) annual business meeting. This meeting will be held at the conclusion of the Congress of Cities and Exposition in Phoenix AZ on November 12, 2011. To be eligible to cast a vote, a voting delegate and alternative must be officially designated by the City.

Justification: Based on our population, the City of Dodge City is entitled to one vote at the NLC meeting.

Financial Considerations: None

Purpose/Mission: To have input on City policy at the National level..

Legal Considerations: None

Attachments: Letter from NLC, credentials form



CREDENTIALS FORM

NATIONAL LEAGUE OF CITIES · 2011 CONGRESS OF CITIES · PHOENIX, ARIZONA

At the Annual Business Meeting on Saturday, November 12, 2011, from 2:30 to 4:30pm, each direct member city of NLC is entitled to cast from one to 20 votes based upon the city's population per the 2000 census, through its designated voting delegate. Please indicate below your city and state, voting delegate and alternate(s), and sign and date the form. The form should be faxed to NLC at 202-626-3109, by the October 28, 2011, deadline.

The official voting delegate and alternate(s) for the city/town of:

City of Dodge City KS 25176 (1)

(Name of your city/town/village, state, pop & vote)

VOTING DELEGATE:

1. NAME _____

TITLE _____

ALTERNATE VOTING DELEGATE(S):

2. NAME _____

TITLE _____

3. NAME _____

TITLE _____

FOR OFFICE USE ONLY
(DO NOT WRITE IN THIS SPACE)

Voting card issued to:

(signature)

Votes: _____

1 _____ 2 _____ 3 _____

PLEASE SIGN AND FAX THIS FORM TO NLC BY OCTOBER 30, 2010
ATTENTION: TATA SIDIBE, MEMBERSHIP RELATIONS ASSISTANT
FAX: 202-626-3109

Signature (city representative): _____

Title: _____ Date: _____



NATIONAL LEAGUE OF CITIES
2011 CONGRESS OF CITIES
PHOENIX, ARIZONA

Number of Votes – Annual Business Meeting

Direct Member Cities

Article IV, Section 2 of the National League of Cities bylaws specifies the number of votes that each NLC direct member city is entitled to cast at the Annual Business Meeting at the Congress of Cities. Member cities are required by the bylaws to cast unanimous votes.

CITY POPULATION (per 2000 Census)	NUMBER OF VOTES
Under 50,000	1 vote
50,000 – 99,999	2 votes
100,000 – 199,999	4 votes
200,000 – 299,999	6 votes
300,000 – 399,999	8 votes
400,000 – 499,999	10 votes
500,000 – 599,999	12 votes
600,000 – 699,999	14 votes
700,000 – 799,999	16 votes
800,000 – 899,999	18 votes
900,000 and above	20 votes

Memorandum

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

From: Nannette Pogue

Date: September 1, 2011

Subject: Adoption of Housing Rehabilitation Plan

Agenda Item New Business

Recommendation: I recommend the adoption of the Housing Rehabilitation Plan

Background: The City of Dodge City has been awarded a CDBG Grant to rehabilitate housing within a targeted area. The funding has been released and we are ready to start the project. One of the steps in the process is to adopt a Housing Rehabilitation Plan. The Housing Rehab Board that the City Commission previously appointed has reviewed the recommended plan and made changes that they felt was necessary towards successfully completion of our project. The plan outlines eligibility requirements, verification of eligibility, types of financial assistance, application selection criteria, standards for improvements, limited/ineligible activities, walk-away policy, lead-based paint requirements and precautions, roles and responsibilities, grievance policy, and conflict of interest policy. The plan will be given to each applicant that is awarded and is available in English and Spanish.

Justification: The adoption of this plan is a requirement of the Community Development Block Grant.

Financial Considerations: none

Purpose/Mission: To make the City and applicants aware of the housing rehabilitation plan. And, to make Dodge City a better place to live.

Legal Considerations: None

Attachments: Proposed Housing Rehabilitation Plan

Housing Rehabilitation Plan

City of Dodge City

The United States Department of Housing & Urban Development (HUD) allocates funds used by the Kansas Department of Commerce for the Community Development Block Grant (CDBG) Housing Rehabilitation program. The City of Dodge City has been awarded a CDBG grant from Commerce for the purpose of housing rehabilitation within the target area. The maximum amount for rehabilitation is \$20,000.00 per unit. This program is designed to provide housing rehabilitation for low- to-moderate income individuals who own (or rent) a housing unit within the target area.

Applicants will be screened and rated in accordance with eligibility criteria as set out in this Housing Rehabilitation Plan.

The target area is defined as an area beginning the intersection of Wyatt Earp Blvd. and the alley west of Avenue D, thence north to the alley north of Vine Street, thence east to the alley east of Avenue E, thence south to Wyatt Earp Blvd., thence west to the point of beginning. **See Attachment #1.**

ELIGIBILITY REQUIREMENTS

Only property located within the target area is eligible for rehabilitation. To qualify, total household income for all individuals 18 years or older living in the home must be less than the low- to-moderate income guidelines set by HUD for Ford County, Kansas. The eligible home must be the primary residence of the applicant for owner-occupied units. *For rental units, the renter must be income-qualified. If the owner of the rental unit is income-qualified, the City will pay 100 percent of the rehabilitation. If the owner is above income guidelines, he/she must contribute 25 percent of the rehabilitation cost. The owner of the unit must also sign a rent-freeze agreement for a three-year period.*

The total household income (income from all sources of family members over 18 years of age) must be less than the following 2011 income limitations:

No. In Household	LMI Income
1	<u>\$30,100.00</u>
2	<u>\$34,400.00</u>
3	<u>\$38,700.00</u>
4	<u>\$42,950.00</u>
5	<u>\$46,400.00</u>
6	<u>\$49,850.00</u>
7	<u>\$53,300.00</u>
8	<u>\$56,700.00</u>

Income limits are subject to change as updates are received.

1. The real property taxes and utilities must be current for all properties.
2. Hazard insurance naming the City as an additional insured in at least the amount of the rehabilitation contract will be required. If repairs are necessary to obtain the hazard insurance then evidence showing that coverage will be provided upon completion of the rehabilitation will be required.
3. *The applicant must have owned and/or occupied the unit for at least three (3) months prior to the application date.

VERIFICATION OF ELIGIBILITY

All income information will be kept confidential.

Applicants must qualify as low- to-moderate income (LMI) prior to the time the inspection for rehabilitation is conducted.

1. All applicants must provide verification of income or sign permission forms for verification. Income eligibility is based on total gross income for a one-year period of time. **See Attachment #2, Definition of Income.**
2. Income eligibility is determined based on the previous six-month period. Income is verified by totaling the household gross income. Net income from the operation of a business or profession is acceptable.
3. Income from all individuals residing in the household 18 years or older is required to be included in the income qualifying process.
4. Proof of income will be required to be submitted or party must agree to third-party verification.
5. The applicant may provide the supporting income verification documentation (pay stubs, tax returns, returned checks, etc.), depending upon the source of the income. Income tax and W-2 forms are not considered adequate income sources documentation.

TYPES OF FINANCIAL ASSISTANCE

1. Households who income-qualify will be awarded CDBG Housing Rehabilitation funds in the form of a soft or deferred loan for the full amount of the rehabilitation costs or the maximum allowed under CDBG guidelines, whichever is less, for a three-year period.
2. A soft loan may be forgiven and considered a grant if all contractual agreements are followed.
3. The homeowners are required under CDBG guidelines to enter into a contractual agreement with the City, which will place a lien against the rehabilitated property for a three-year period to meet the guidelines as set out by the Housing Rehabilitation Plan.

4. The agreement will also stipulate that the unit must be the homeowners' primary residence (unless a rental agreement has been signed), kept and maintained in a standard condition.
5. If within the three-year lien period the homeowner should move from the housing unit, it must be sold to a low- to-moderate income person, who will occupy the unit as the primary residence and will assume the balance of the prorated lien. The City must verify the income of the person intending to purchase the home, or if the home is sold to someone other than a low- to-moderate income individual, the cost of the rehabilitation will be prorated and must be paid back into the City's Housing program by the homeowner.
6. If a homeowner dies within the three-year lien period and has no spouse, the home may be sold or rented to a low- to-moderate income household. If sold or rented to a non-LMI family, the homeowner's estate must pay back the prorated amount on the lien. For example, if the home is sold in the 13th month following completion of the rehabilitation, then 12/36 or 1/3 of the loan would be forgiven and the homeowner's estate would repay 2/3 of the original amount.

***APPLICATION SELECTION CRITERIA**

First-Come/First-Served

Completed applications will be accepted on a first-come/first-served basis with priority being given to applications received on or before **November 1, 2011**. Applications received after this date will be processed only if grant funds are still available. Individuals having received a Housing Rehabilitation grant in the past are not eligible.

STANDARDS FOR IMPROVEMENTS

This program does not consist of remodeling or cosmetic repairs. The goal of the Housing Rehabilitation program is to add twenty years to the useful life of the housing unit. Housing rehabilitation activities will include only the repairs necessary to meet the Housing Quality Standards (HQS) defined by the Housing Rehabilitation program as determined by the Housing Inspector. Housing units considered for rehabilitation must meet the definitions of a *substandard* unit and must be *suitable for rehabilitation*.

"Substandard" is defined as a housing unit that does not adequately meet Housing Quality Standards criteria set for the following: Building Exterior (foundation, roof, gutters, doors, windows, and insulation), Heating System, Plumbing System, Electrical Systems/Appliances or Building Interior (ceilings, walls, floors, doors, ventilation, smoke detectors)

"Suitable for Rehabilitation" is defined as a substandard house for which it is technically and financially feasible to restore it to a standard condition, given the funding limits of the program.

***Emergency repairs and handicapped accessibility items may be addressed on a case-by-case basis at the discretion of the Housing Board and City Commission following the CDBG guidelines. Emergency repairs must be verified by the City's Housing Inspector and must cause an immediate**

and overwhelming threat to the home's occupant. The emergency repair must be brought to code standards.

Only one grant per house may be awarded.

LIMITED/INELIGIBLE ACTIVITIES

The following activities are limited to the identified restrictions:

1. *Mobile Homes.

Mobile homes will not be considered for rehabilitation under this program.

2. *Rental Units.

Rental units are eligible under the following criteria:

- a. Tenant must be documented to be LMI.
- b. If homeowner is documented to be LMI, a 100 percent grant may be allowed.
- c. If homeowner is documented to be non-LMI, homeowner must provide at least 25 percent matching funds.

3. *Self-Help.

The City will not allow self-help projects. In the event that the inspector determines the home cannot be rehabilitated for the CDBG Housing Rehabilitation Limits and/or all bids on a home are above the maximum, the applicant would be permitted to accomplish part of the work, and then the property may be re-evaluated/re-bid after the applicant's work was finished if funding is still available.

4. *Home being purchased under a contract for deed.

Contracts for deed are eligible under the following conditions:

- a. Any seller must be unable to use the property as collateral and must be unable to convey title to the property unless such a transaction is subject to the land sales contract; legally accepted limitation of the conveyance must exist in recorded form.
- b. The contract or ownership interest must be recorded.
- c. The seller must be obligated to deliver to the buyer a fee simple title to the property on full payment of the contract price, without qualification.
- d. The purchaser must have:
 1. Full use, possession and quiet enjoyment of the property;
 2. Equitable title to the property; and
 3. Full rights of redemption for a period of not less than 90 days unless such rights are afforded by local law.

5. *Living Trust

Living Trusts are eligible under the following conditions:

- a. Applicants meeting all other eligibility criteria, and who currently reside on a property with a title held by a Living Trust, are eligible for a rehabilitation grant.
- b. Income eligibility is determined by the income of the applicant/occupant.

6. *Home held in a life estate.

Homes held in life estates are eligible under the following conditions:

- a. Applicants meeting all other eligibility criteria that hold a life estate on the property, and reside on the property, are eligible for a rehabilitation grant.
- b. Income eligibility will be determined by the income of the occupant/holder of the life estate.
- c. Written approval must be received from the non-life estate owner.
- d. The holder of a Fee Simple estate will be required to sign all grant documents. The grant conditions will provide that the grant monies, made available at the time of the rehabilitation, be due and payable upon sale or transfer of the property, and upon termination of the life estate of the current occupant.

7. *Home located in a flood plain.

Homes located in a flood plain are not eligible.

The following activities are considered ineligible:

8. Remodeling or work not required to meet CDBG standards.
9. Air conditioners or air conditioning.
10. Properties with a business located within the residence.

“WALK-AWAY” POLICY

If the initial inspection and cost estimate for bringing the home up to Housing Quality Standards indicates that the cost of rehabilitation is expected to exceed the maximum allowable, the homeowner will be notified. The application will be considered a “walk away” until:

1. The homeowner has completed some of the repairs on their own and the estimate of the remaining work would be at or below the maximum allowable. The homeowner is responsible to notify the City when they have the work completed so the property can be re-inspected. All work must be approved by the Housing Inspector.
2. If the homeowner is unable to make repairs they may provide the necessary additional funds within 30 days after they are notified. If the funds have not been deposited at the City within the allotted time, the City will cancel the application, close the file and “walk away” from the property.

If the original cost estimate is below the maximum allowable, the property will be included in the next bidding process. Homeowners will be notified within 10 days after the bid opening if the lowest contractor bid for their home exceeds the maximum allowable. In that event, the applicant will have the option to supply the additional funds. The applicant will be given 30 days to satisfy the requirements for all necessary additional funding. Additional funds must be received in full by the City prior to the execution of the construction contract. If the homeowner cannot provide the additional funds, the City may “walk away” from that home. If the applicant does not respond in 30 days, the City will cancel the application, close the file and “walk away” from the property.

Lead-based paint risk assessment inspections will be completed after the Housing Quality Standards inspection and if the estimated cost for repairs is below \$25,000. If the lead-based paint risk assessment shows lead and repairs cannot be done with containment, which allows a family use of restroom, cooking and sleeping facilities, the family must relocate to a lead safe housing unit for the duration of the rehabilitation and until the dwelling passes the clearance test. Refusal to relocate will be grounds to “walk away”.

Children, age six or younger, will be required to relocate if lead activity is necessary, even if containment is possible. Refusal to relocate will be grounds to “walk away”.

LEAD-BASED PAINT REQUIREMENTS

The homeowner, contractor, City, Housing Board, Grant Administrator and Housing Inspector will be required to follow all regulations of all state and federal regulations regarding lead-based paint hazards. The appropriate regulations are hereby made a part of this plan. **See Attachment #3.**

Participation in the Housing Rehabilitation program is voluntary for all parties. All property proposed for rehabilitation, and built prior to 1978, will be inspected for lead-based paint.

The City will require that children younger than 72 months of age living in a house built prior to 1978 be tested for an elevated blood lead level. If an applicant refuses to allow the child’s blood to be tested, the City may elect not to rehabilitate the home.

The City is not required to pay any expenses for relocation of the household that may be required by lead-based paint activities during construction. However, the City recognizes that if relocation is required, it could produce a degree of hardship on the household. It will be the policy of the program to provide the household with \$50.00 per day relocation expense allowance for a household of two persons, plus \$20.00 per day for each additional household member. This allowance will be paid for the actual days the members are **required** to be out of the home. If a family voluntarily relocates during rehabilitation, when relocation is not required, it will be the policy of the City to not pay any relocation expenses.

LEAD-BASED PAINT PRECAUTIONS

All occupants of property to be rehabilitated will be notified of the following:

1. All households will receive both the “Protect Your Family from Lead in Your Home” and “Renovation Right” brochures.
2. All households will receive a copy of the risk assessment report to sign within 15 days after the risk assessment is completed.

3. If lead-based paint is discovered in the assessment, households will receive a “Lead Hazard Reduction Notice” within 15 days after work is completed.
4. All households, which have been identified as having lead-based paint, will receive a copy of the “Lead Hazard Clearance Notice”.
5. Require any individual 72 months of age or younger, residing in the home, to have a blood test for elevated levels of lead.
6. Homeowners may sign a waiver to remain in their home if no child six or under lives in the house and the repairs can be completed with self-containment; and restroom, cooking and sleeping facilities are available.
7. Relocation costs to a lead free dwelling may be paid to a homeowner or tenant when the risk assessment shows elevated levels of lead in areas where repairs will be done with or without containment and a restroom, cooking, and sleeping facilities are not available.
8. Participation in the Housing Rehabilitation program is voluntary therefore temporary relocation expenses are not required.

ROLES AND RESPONSIBILITIES

Homeowner/Tenant

The homeowner/tenant must agree to abide by all the rules and regulations of the Housing Rehabilitation program and allow the rehabilitation work to be performed on his/her home in accordance with the Housing and Lead Hazard Control Plans, the Material Application Manual and/or the CDBG Housing Quality Standards guidelines.

The homeowner/tenant must:

1. Complete a Property Owners’ Soft Loan Agreement. **See Attachment #4.**
2. Remove all obstacles from inside and outside of the house in order to view and subsequently work on the dwelling. This may include removing any stored items from areas and cutting any weeds or saplings that may obscure the foundation, or hauling away items stacked in or around the house, or homeowner/tenant must agree to allow debris to be removed from the premises by the contractor or City.
3. Grant access to the dwelling for additional inspections, pre-bid conference inspections, rehabilitation work, ongoing inspections of work, and state monitoring visit.
4. Provide electricity and water to the contractor at no cost.
5. Sign a waiver of liability for the property identified in the application.
6. Provide proof of property insurance and must keep the dwelling insured for the three-year soft loan period.

7. Shall provide documentation of lead blood level for every child age six (6) and under if the home was constructed prior to 1978, prior to rehabilitation work proceeding.
8. Must agree to relocate should it become necessary in order to perform the lead hazard work.
9. Maintain the rehabilitated property in good condition and repair so it will not become a substandard property.
10. *Must fill out an application and supply income documentation for the Weatherization program.
11. **The homeowner will be required to attend this final inspection and to sign the final inspection certificate.** If the homeowner has questions or comments on any of the rehabilitation work it should be mentioned at this time, prior to signing the certificate of completion.
12. If requested, the homeowner must make the home available at a CDBG monitoring visit.

GRIEVANCE POLICY

All grievances or concerns regarding civil rights, fair housing, the City Commission, the Grant Administrator, City Clerk, City Administrator, the Housing Board, the Housing Inspector, the contractor(s), the contractor's workmanship, the bid procedure(s), the awarding of the contracts etc. shall follow the grievance policy included in this housing plan. All grievances and concerns should first be made in writing to the City Clerk. The City Clerk will then observe the following procedure:

Level 1

The City Clerk receives a written complaint.

The City Clerk contacts the Grant Administrator if the controversy is regarding workmanship, client treatment or contractor misunderstandings. The Grant Administrator will contact the Housing Inspector and contractor to meet on site and address the client or contractor concerns. A written resolution will be made to the complainant and a copy of the resolution will be forwarded to the City Clerk.

The City Clerk will immediately advance the complaint to level 2 if the complaint is on fair housing, civil rights, procurement or an environmental issue.

The complainant has the right to appeal the decision and must do so in writing to the City Clerk within five days from the date of the written resolution.

Level 2

The written complaint concerning fair housing, civil rights, procurement, the environment or an appeal of a previous decision will be reviewed by the Mayor, City Administrator and City Clerk,

with the assistance of the Grant Administrator and the City Attorney. If the complaint is a fair housing or civil rights concern, the City may submit the complaint to the Kansas Human Rights Commission, 130 South Market, Suite 7050, Wichita, Kansas, 67202, for investigation and resolution. After review, a written decision will be made to the complainant and the City Commission.

The complainant has the right to appeal the decision and must do so in writing to the City Clerk within five days from the date of the written resolution.

Level 3

The City Clerk receives a written appeal from the complainant. The City Commission will review the appeal with assistance from the City Attorney and Grant Administrator. All written evidence will be made available to the City Commission for their deliberation. The City Commission shall present a written resolution to the complainant within 15 days of the date the appeal was received.

All grievances/concerns regarding this project should first be made in writing. The letter must be submitted to the City Clerk. The City Clerk will then refer the complaint to the appropriate party(ies) to resolve the dispute. Written notice will be given to the complainant within 15 days. If the grievance remains unsolved after this action, the Grant Administrator, Housing Inspector, contractor and the homeowner will review the situation. Subsequently, a written recommendation of resolution will be forwarded to the Housing Board.

If this problem still cannot be resolved, the Housing Board will make disposition of the complaint from documentation that the complainant, Housing Inspector, contractor and/or Grant Administrator have submitted. Any of the involved parties may be called to appear before the Housing Board for clarification of the matter. At the time the Housing Board agrees, as a group, to make disposition of the complaint, they must in writing state their disposition and how it was determined. The Housing Board will then meet with the City Commission to state their disposition of the complaint.

The governing body will then review the complaint at the next City Commission meeting. The City Commission will determine at that meeting if the Housing Board's decision is acceptable or unacceptable. If it is unacceptable, the City Commission has the right to overturn the decision of the Housing Board. At that time the final disposition will be made in writing to the complainant.

Final responsibility for the Housing Rehabilitation program rests with the City. The City will be involved with the Housing Rehabilitation program, perform duties as necessary and will have the final decision in local matters involving this grant.

CONFLICT OF INTEREST POLICY

The City will follow the Kansas Department of Commerce's Conflict of Interest Policy. Persons covered under this policy include: a city employee, elected or appointed official, agent, consultant, officer or any immediate family member or business partner of the above, of the recipient, or any designated public agencies or sub-recipients, which are receiving funds from the CDBG program. A copy of this policy has been adopted and is available for review from the City.

Amendments of these policies and procedures may be made by the City and must be submitted to the Kansas Department of Commerce for approval. When changes in the CDBG guidelines would

adversely affect Housing Rehabilitation program applications already under review, such application will be evaluated under the CDBG guidelines in effect at the time of application.

Adoption of the Housing Rehabilitation Plan

This Housing Rehabilitation Plan and all related attachments was approved and adopted by the City Commission of the City of Dodge City on the _____ day of _____, 2011.

City of Dodge City

BY: _____
Rick Sowers, Mayor

ATTEST: _____
Nannette Pogue, City Clerk

INSERT TARGET AREA MAP

Income Defined

Annual income for purposes of the CDBG program is defined by HUD Section 8 (24 CFR 5.609) as follows:

Annual income means all amounts, monetary or not, which:

1. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
2. Are anticipated to be received from a source outside the family during the period applicable to the program or activity for which the information is required (i.e., housing rehabilitation, income surveys, etc.); and
3. Which are not specifically excluded herein. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used for deductions in determining income. All allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided by Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
3. Interest, dividends and other net income of any kind from real or personal property. Expenditures from amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in point 2 of this section. Any withdrawal of cash or assets from an investment will be included in income except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$55,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided under paragraph [13] under income exclusions);
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see paragraph [3] under income exclusions);
6. Welfare Assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus:

- The maximum amount that the welfare assistance agency could, in fact, allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentages.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and
 8. All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph [7] of income exclusions).

Annual income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph [5] of included income);
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or to the education institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received by a person under training programs funded by HUD;
 - Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
 - Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program;
9. Temporary, nonrecurring or sporadic income (including gifts);

10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;
14. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
15. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
16. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under any program to which the exclusions apply. The following types of income are subject to such exclusion:
 - Relocation payments made under Title II of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970;
 - The value of the allotment provided to an eligible household under the Food Stamp Act of 1977;
 - Payments to volunteers under the Domestic Volunteer Settlement Act;
 - Income derived from certain land of the United States that is held in trust for certain Indian tribes;
 - Payments or allowances made under the Department of Health and Human Services' Low-Income Energy Assistance Program;
 - Payments received from the Job Training Partnership Act;
 - Income derived from the disposition of funds of the Grand River Band of the Ottawa Indians;

The first \$7,000 of per capita shares received from judgment awards by the Indian Claims Commission or the Court of Claims or from lands held in trust for an Indian tribe by the Secretary of Interior

INSERT LEAD SAFE HOUSING RULE

**S-A-M-P-L-E
Repayment Agreement**

THIS AGREEMENT made this _____ day of _____, 2009 by and between the CITY OF DODGE CITY (hereinafter the “CITY”) and _____ (Hereinafter referred to as HOMEOWNER (S),

WHEREAS, the CITY is authorized to administer CDBG rehabilitation grants utilizing dollars authorized and provided through the State of Kansas and the Department of Housing and Urban Development; and

WHEREAS, the HOMEOWNER(s) has applied to the CITY to be provided funding through the CDBG grant program; and

WHEREAS, the CITY has determined that the HOMEOWNER(s) qualified for receipt of a homeowner rehabilitation grant in accordance with all program rules; and

WHEREAS, the CITY has the responsibility as the disbursing agent for the proper expenditure of certain federal dollars; and

WHEREAS, the HOMEOWNER(s) desire that the CITY disburse CDBG grant dollars in accordance with the grant application; and

WHEREAS, the CITY has disbursed \$ _____ in CDBG rehabilitation dollars on behalf of HOMEOWNER(s), the HOMEOWNER(s) agree:

1. That the correct legal description for the real property is as follows:
2. To continue to own, occupy, and maintain insurance on the structure repaired with CDBG funds for a period of three (3) years after the issuance of a Certificate of Completion; and
3. To maintain the rehabilitated property in a “standard condition” so as to prevent substantial destruction of the improvements due to the negligence of the HOMEOWNER(s); and upon breach of any of the aforesaid covenants, the HOMEOWNER(s) agrees to repay the CITY, a sum of money to be computed as follows:

Years After Completion	Percent of Amount of Grant
1	66%
2	33%
3	0%

4. The HOMEOWNER(s) further covenants and agrees that if the structure is totally destroyed by fire, natural disaster, public condemnation, or through other causes within three (3) years

after the issuance of a Certificate of Completion, the HOMEOWNER(s) should repay to the CITY, out of any insurance proceeds or other compensation received, a sum of money to be computed according to the schedule set forth above; provided, however, if the HOMEOWNER(s) received insurance proceeds or other compensation in an amount less than the fair market value of the structure after CDBG funded improvements, then the amount to be repaid shall be limited to the total insurance proceeds or other compensation received which is in excess of the fair market value of the structure prior to the CDBG funded improvements.

5. That in the event the HOMEOWNER(s) reside in and retain the real property for three (3) years from the date of the signed Certificate of Completion, this agreement shall expire and become null and void.

WHEREAS; the CITY and HOMEOWNER(s) agree and acknowledge this agreement will be filed as a public record with the Register of Deeds in the County where the real property is located and is intended to provide full public notice of the existence of this security instrument.

IT IS SO AGREED

City of Dodge City

By: _____
E. Kent Smoll, Mayor

Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

HOMEOWNER(s)

Signed:

Date: _____

Signed:

Date: _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, _____.

Notary Public: _____

My appointment expires: _____

Plan de Rehabilitación de Vivienda

Ciudad de Dodge City

El Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD) asigna los fondos utilizados por el Departamento de Comercio de Kansas para el programa de Rehabilitación de Viviendas Community Development Block Grant (CDBG). La ciudad de Dodge City ha sido galardonada con una beca CDBG del Departamento de Comercio con el propósito de rehabilitación de Viviendas dentro del área de objetivo. La máxima cantidad para rehabilitación es de \$20,000.00 por unidad. Este programa está designado para proporcionar rehabilitación de viviendas para personas de ingresos bajos a moderados que poseen (o alquilan) una unidad de vivienda dentro del área objetivo.

Los aplicantes serán evaluados y clasificados de acuerdo con los criterios de elegibilidad establecidos en este Plan de Rehabilitación de Viviendas.

El área de destino se define como el área empezando la intersección del bulevar Wyatt Earp, y el callejón oeste de la Avenida D, luego hacia el norte, al norte del callejón de la calle Vine, desde allí al este, hacia el este del callejón de la Avenida E, luego hacia el sur a bulevar Wyatt Earp, luego hacia el oeste al punto de partida. **Véase Anexo #1.**

REQUISITOS DE ELEGIBILIDAD

Solamente propiedades localizadas dentro del área de objetivo son elegibles para rehabilitación. Para calificar, el ingreso total del hogar para todos los individuos de 18 años o mayores que viven en el hogar debe ser inferior a las pautas de ingresos bajos a moderados establecido por el HUD para el Condado Ford, Kansas. El hogar elegible debe ser la residencia principal del solicitante de unidades ocupadas por propietarios. *Para unidades rentadas, el inquilino debe ser de ingreso calificado. Si el propietario de la unidad rentada es de ingresos calificados, la Ciudad pagará el 100 por ciento de la rehabilitación. Si el propietario está por encima de las pautas de ingresos, él/ella debe aportar el 25 por ciento de los costos de rehabilitación. El propietario de la unidad también tiene que firmar un contrato de alquiler a congelar por un periodo de tres años.*

El ingreso total del hogar (ingreso de todas las fuentes de los miembros de la familia mayores de 18 años de edad) debe ser inferior a los límites de ingresos a partir del 2011:

No. En el Hogar	LMI Ingreso
1	<u>\$30,100.00</u>
2	<u>\$34,400.00</u>
3	<u>\$38,700.00</u>
4	<u>\$42,950.00</u>
5	<u>\$46,400.00</u>
6	<u>\$49,850.00</u>
7	<u>\$53,300.00</u>
8	<u>\$56,700.00</u>

Los límites de ingresos están sujetos a cambiar a medida que se reciben actualizaciones.

1. Los impuestos de bienes raíces y servicios públicos deben estar al corriente para todas las propiedades
2. Seguros contra riesgos nombrando la Ciudad como un asegurado adicional en por lo menos el importe del contrato de rehabilitación será requerido. Si reparaciones son necesarias para obtener el seguro contra riesgos, entonces evidencia mostrando que se dará cobertura al término de la rehabilitación, será necesaria.
3. *El solicitante debe de haber sido propietario y/o ocupado la unidad por lo menos res (3) meses anteriores a la fecha de solicitud.

VERIFICACION DE ELIGIBILIDAD

Toda información de ingresos se mantendrá confidencial.

Solicitantes deben calificar como bajo a moderados ingresos (LMI) antes de que se lleve a cabo el tiempo de la inspección para la rehabilitación.

1. Todos los solicitantes deben proporcionar la verificación de ingresos o firmar los formularios de autorización para su verificación. Elegibilidad de ingresos está basada en el total de ingreso bruto de un periodo de un año de tiempo. **Véase Anexo #2, Definición de Ingresos.**
2. Elegibilidad de ingreso es determinada en base a un periodo de los últimos seis meses. Los ingresos se verifican por un total de los ingresos brutos del hogar. Los ingresos netos de la operación de un negocio o profesión son aceptables.
3. Ingresos de todas las personas que residen en el hogar de 18 años o más son requeridos para ser incluidos en el proceso de ingreso calificado.
4. Comprobantes de ingresos deberán ser presentados, o las partes estarán de acuerdo a la verificación por terceros.
5. El solicitante podrá proporcionar la documentación de soporte de verificación de ingresos (talones de pago, declaración de impuestos, cheques devueltos, etc.), dependiendo de la fuente de los ingresos. Impuestos sobre la renta y formas W-2 no son considerados documentos adecuados como fuentes de ingresos.

TIPOS DE ASISTENCIA FINANCIERA

1. Los hogares con ingresos calificados se les concederán fondos CDBG de rehabilitación de viviendas en forma de préstamos blandos o diferidos por el importe total de la rehabilitación o el máximo permitido bajo las pautas del program CDBG, el que sea menor, por un periodo de tres años.
2. Un préstamo blando puede ser perdonado y considerado una subvención si todos los acuerdos contractuales se cumplen.
3. Los propietarios están obligados bajo las directrices del programa CDBG para entrar en un acuerdo contractual con la Ciudad, quien colocará un gravamen contra la

propiedad rehabilitada por un periodo de tres años para cumplir con las directrices establecidas por el Plan de Rehabilitación de Viviendas.

4. El acuerdo también estipulará que la unidad debe de ser la residencia principal del propietario (a menos que un contrato de alquiler se haya firmado), conservado y mantenido en condiciones estándar.
5. Si dentro del periodo de retención de tres años el dueño se debe mudar de la unidad de vivienda, esta debe ser vendida a una persona de ingresos bajos a moderados, quien ocupará la unidad como residencia principal y asumirá el saldo del gravamen proporcional. La Ciudad debe verificar los ingresos de la persona con intención de comprar la vivienda, o si la casa es vendida a alguien que no sea de ingresos bajos o moderados, el costo de la rehabilitación sera prorrateado y se le pagará al Programa de Viviendas de la Ciudad por el propietario.
6. Si un propietario muere dentro del periodo de retención de tres años y no tiene pareja, la casa puede ser vendida o rentada a una familia de ingresos bajos a moderados. Si es vendida o alquilada a una familia de no LMI el dueño debe pagar la cantidad prorrateada en el gravame. Por ejemplo, si la casa es vendida 13° mes tras la finalización de la rehabilitación, entonces 12/36 o 1/3 del préstamo sería perdonado y el dueño pagaría 2/3 de la cantidad original.

****CRITERIOS DE SELECCION DE APLICACION***

Orden de llegada

Las solicitudes completas serán aceptadas en el orden de llegada dando prioridad a las solicitudes recibidas en o antes del 01 de Noviembre del 2011. Aplicaciones recibidas después de esta fecha serán procesadas solamente si fondos de la subvención están todavía disponibles. Personas que hayan recibido una subvención de Rehabilitación de Viviendas en el pasado no son elegibles.

NORMAS PARA MEJORAS

Este programa no consiste en la remodelación o reparación cosmética. La meta del programa de Rehabilitación de Viviendas es de agregar veinte años de vida útil a las unidades de vivienda. Actividades de rehabilitación de viviendas solo incluirán reparaciones necesarias para cumplir con los Estándares de Calidad de Viviendas (HQS) definidos por el programa de Rehabilitación de Viviendas según lo determinado por el inspector de viviendas. Unidades de viviendas consideradas para rehabilitación deben cumplir con las definiciones de unidades deficientes y deben ser adecuadas para la rehabilitación.

“Deficiente” se define como una unidad de vivienda que no cumple adecuadamente con los criterios de Estándares de Calidad de Vivienda establecidos para lo siguiente: Fachada de Edificio (cimientos, techo, canaletas, puertas, ventanas y aislamiento), Sistema de Calefacción, Sistema de Plomería, Sistema Electrico/Dispositivos o construcción interior (techo, paredes, pisos, puertas, ventilación, detectores de humo)

“Adecuado para Rehabilitación” se define como una casa deficiente para lo cual sea técnica y económicamente viable para restaurarlo a una condición estándar, teniendo en cuenta los límites de la financiación del programa.

***Reparaciones de emergencia y acceso a discapacitados** artículos pueden ser tratados en una base de caso por caso a discreción de la Junta de Vivienda y la Comisión de la Ciudad siguiendo las directrices del programa CDBG. Reparaciones de emergencia deben ser verificadas por el Inspector de Viviendas de la Ciudad y debe causar una amenaza inmediata y abrumadora a los ocupantes de la casa. Reparaciones de emergencia deben ser sometidas a las normas del código.

Solo una subvención por casa puede ser otorgada.

ACTIVIDADES LIMITADAS/INELEGIBLES

Las siguientes actividades se limitan a las restricciones identificadas:

1. *Casas Móviles.

Casas móviles no serán consideradas para rehabilitación bajo este programa.

2. *Unidades Rentadas.

Unidades rentadas son elegibles bajo los siguientes criterios:

- a. El inquilino deber ser documentado para LMI .
- b. Si el propietario es documentado para LMI, un 100 por ciento de subvención puede ser otorgado
- c. Si el propietario está documentado que no es LMI, el propietario debe proveer por lo menos un 25 por ciento de fondos de contrapartida.

3. *Autoayuda.

La Ciudad no permitirá proyectos de autoayuda. En el caso que el inspector determine que la casa no puede ser rehabilitada por los Límites de Rehabilitación de Vivienda CDBG y/o todas las ofertas de una casa están por encima del máximo, al solicitante se le permitiría llevar a cabo parte del trabajo, y luego la propiedad puede volver a ser evaluada/ofertada después que el trabajo del solicitante fue terminado si el financiamiento está todavía disponible.

4. *Casas que se adquieran mediante un contrato de obra.

Contratos de obras son elegibles bajo las siguientes condiciones:

- a. Cualquier vendedor debe ser incapaz de usar la propiedad como garantía y debe ser incapaz de transmitir el título a la propiedad a menos que tal operación este sujeta a contrato de venta de tierras; limitación legalmente aceptada del traspasodebe de existir en forma registrada.
- b. El contrato o interés de propiedad deben ser registrados.

- c. El vendedor debe estar obligado a entregar al comprador un título simple de la propiedad en pago total del precio del contrato, sin calificación.
- d. El comprador debe tener:
 - 1. Pleno uso, posesión y tranquilo goce de la propiedad;
 - 2. Título equitativo de la propiedad; y
 - 3. Pleno derecho de redención por un periodo de no menos de 90 días a menos que tal derechos sean conferidos por legislación local.

5. *Fideicomiso

Fedeicomiso son elegibles bajo las siguientes condiciones:

- a. Solicitantes que cumplan todos los criterios de elegibilidad, y quienes actualmente residen en una propiedad con un título en poder de un fedeicomiso, son elegibles para recibir una subvención de rehabilitación.
- b. Elegibilidad de ingresos is determinado por el ingreso del solicitante/ocupante.

6. *Casa mantenida en propiedad vitalicia.

Casas mantenida en propiedad vitalicia son elegibles bajo las siguientes condiciones:

- a. Solicitantes que cumplen con todos los criterios de elegibilidad que mantienen un estado de vida en la propiedad, y residen en la propiedad, son elegibles para recibir una subvención de rehabilitación.
- b. Elegibilidad de ingresos sera determinada por el income del ocupante/titular del patrimonio en vida.
- c. Aprobación por escrito debe ser recibida del dueño que ya no vive.
- d. El titular de una tasa de bienes simples deberá firmar todos los documentos de concesión. Las condiciones de concesión establecerán que el dinero, puesto a disposición en el momento de la rehabilitación, sea vencido y pagadero al momento de la venta o tranferencia de la propiedad, y al momento de la terminación del estado de vida de los ocupantes actuales.

7. *Casas situadas en un llano de inundación.

Casas situdas en un llano de inundación no son elegibles.

Las siguientes actividades son consideradas inelegibles:

- 8. Remodelación o trabajo no requerido a cumplir con los estándares CDBG.
- 9. Acondicionadores de aire o aire acondicionado.
- 10. Propiedades con un negocio ubicado dentro de la residencia.

“WALK-AWAY” POLITICA

Si la inspección inicial y estimación de costos para traer al hogar las Normas de Calidad de Viviendas indica que el costo de rehabilitación se espera que supere el máximo permitido, el propietario será notificado. El aplicante será considerado un “walk-away” hasta que:

1. El propietario haya efectuado algunas de las reparaciones por su cuenta y el estimado del trabajo restante sería igual o inferior al máximo permitido. Los propietarios son responsable de notificar a la Ciudad cuando tengan el trabajo completado por lo que la propiedad puede ser re-inspeccionada. Todo trabajo debe ser aprobado por el inspector de Vivienda.
2. Si los propietarios no son capaces de hacer las reparaciones ellos pueden proveer los fondos adicionales necesarios dentro de 30 días después de ser notificados. Si los fondos no han sido depositados en la Ciudad dentro del tiempo asignado, la ciudad cancelará la aplicación, cerrará el archive y se “alejara” de la propiedad.

Si el costo estimado original es por debajo del máximo permitido, la propiedad será incluida en el próximo proceso de licitación. Los propietarios serán notificados dentro de 10 días después de la apertura de las ofertas si el contratista de la oferta más baja de su casa excede el máximo permitido. En este caso, el aplicante tendrá la opción de suministrar los fondos adicionales. Los aplicantes tendrán 30 días para satisfacer los requerimientos por todos los fondos adicionales necesarios. Fondos adicionales deben ser recibidos en total por la Ciudad antes de la ejecución del contrato de construcción. Si el propietario no puede proveer los fondos adicionales, la Ciudad puede “Alejarce” de la casa. Si el aplicante no responde en 30 días, la Ciudad cancelará la aplicación, cerrará el archive y se “alejara” de la propiedad.

Inspecciones para evaluación de riesgos de pintura a base de plomo serán completadas después de la inspección de Estándares de Calidad de Vivienda y si el costo estimado para reparaciones es por debajo de \$25,000. Si la evaluación de riesgo de la pintura a base de plomo muestra plomo y reparaciones no se pueden hacer con contención, lo que permite un uso familiar de baño, cocina y dormitorio, la familia debe trasladarse a una vivienda segura de plomo por la duración de la rehabilitación y hasta que la vivienda pase la prueba de eliminación. La negativa a trasladarse será motivo a “alejarse”.

Los niños, de seis o menos, serán requeridos a trasladarse si actividades de plomo son necesarias, incluso si se puede contener. La negativa a trasladarse será motivo a “alejarse”.

REQUISITOS DE PINTURA A BASE DE PLOMO

El propietario, contratista, Ciudad, Junta de Vivienda, Administrador de Subvención e Inspector de Viviendas están obligados a seguir todas las regulaciones de todos los reglamentos estatales y federales con respect a los peligros de pintura a base de plomo. El reglamento respectivo se presenta a formar parte de este plan. **Vease el Anexo N° 3**

Participación en el programa de Rehabilitación de Viviendas es voluntaria para todas las partes. Todas las propiedades propuestas para rehabilitación, y construidas antes de 1978, serán inspeccionadas por pintura a base de plomo.

La Ciudad requiere que los niños menores de 72 meses de edad que viven en una casa construida antes de 1978 sean probados por nivel elevado de plomo en la sangre. Si un aplicante se niega a permitir la prueba al niño, la Ciudad puede elegir no rehabilitar la casa.

La Ciudad no está obligada a pagar ningún gasto por reubicación de la familia que pueden ser necesarios para las actividades de pintura a base de plomo durante la construcción. Sin embargo, si la ciudad reconoce que la reubicación es necesaria, se podría producir un grado de dificultad en el hogar. Será la política del programa proporcionar al hogar con un subsidio de \$50.00 por día por gastos de reubicación permitidos por una familia de dos personas, más \$20.00 por día por cada miembro de familia adicional. However, the City recognizes that if relocation is required, it could produce a degree of hardship on the household. It will be the policy of the program to provide the household with \$50.00 per day relocation expense allowance for a household of two persons, plus \$20.00 per day for each additional household member. Este subsidio será pagado por los días reales los miembros de la familia están *obligados* a estar fuera de la casa. Si una familia voluntariamente se reubica durante la rehabilitación, cuando reubicación no es obligatoria, será la política de la Ciudad a no pagar ningún gasto de reubicación.

PRECAUCIONES DE PINTURAS A BASE DE PLOMO

Todos los ocupantes de propiedades a ser rehabilitadas serán notificados de lo siguiente:

1. Todas las familias recibirán los folletos de “Proteja a su familia del plomo en su casa” y “El derecho de renovación”.
2. Todas las familias recibirán una copia del reporte de la evaluación de riesgos para ser firmado dentro de 15 días después de que la evaluación de riesgos es completada.
3. Si pintura a base de plomo es descubierta en la evaluación, familias recibirán un “Aviso de reducción de riesgo de plomo” dentro de 15 días después que el trabajo es terminado.
4. Todas las familias, las cuales han sido identificadas de tener pintura a base de plomo, recibirán una copia del “Aviso de riesgo de remoción de plomo”.
5. Requerir a cualquier persona de 72 meses de edad o más, que residen en el hogar, a una prueba de sangre para detectar niveles elevados de plomo en la sangre.
6. Los propietarios pueden firmar una renuncia a permanecer en la casa si no hay niños de seis o menores que viven en la casa y las reparaciones pueden ser completadas con auto-contención; y baño; cocina y dormitorios están disponibles.
7. Gastos de reubicación a una vivienda libre de plomo se pueden pagar a un propietario o inquilino cuando la evaluación de riesgo muestra niveles elevados de plomo en áreas donde las reparaciones serán hechas con o sin contención y un baño, cocina, y dormitorio no están disponibles.
8. Participación en el programa de rehabilitación es voluntaria por lo tanto los gastos de reubicación temporal no son necesarios.

FUNCIONES Y RESPONSABILIDADES

Propietario/Inquilino

El propietario/arrendatario debe comprometerse a cumplir con todas las reglas y regulaciones del programa de Rehabilitación de Viviendas y permitir que el trabajo de rehabilitación que se realice en su casa en conformidad con los Planes de Control de Viviendas y los Peligros del Plomo, el Manual de Aplicación de Materiales y/o del CDBG Normas de Calidad de Viviendas Estándares.

El propietario/arrendatario debe:

1. Completar un acuerdo de Propietarios de Préstamos blandos. **Véase Anexo #4**
2. Remover todos los obstáculos de adentro y afuera de la casa para poder ver y posteriormente trabajar en la vivienda. Esto puede incluir remover cualquier objeto almacenado de áreas y cortar la maleza o árboles que puedan ocultar los cimientos, o acarrear fuera elementos apilados en o alrededor de la casa, o el propietario/arrendatario debe acordar permitir remover desechos de las instalaciones por el contratista o la Ciudad.
3. Permitir el acceso a la vivienda para las inspecciones adicionales, previa a la licitación de conferencia de inspección, trabajo de rehabilitación, las inspecciones de trabajo en curso, y visita de control del estado.
4. Proporcionar electricidad y agua al contratista a no costo.
5. Firmar una renuncia de responsabilidad por la propiedad identificada en al solicitud.
6. Presentar prueba de seguro de propiedad y debe mantener la vivienda asegurada por el periodo de préstamo blando de tres años.
7. Deberá presentar documentación de nivel de plomo en la sangre por cada niño de seis (6) y menor si la casa fué construída antes de 1978, antes de proceder con el trabajo de rehabilitación.
8. Debe ponerse de acuerdo a reubicarse si es necesario con el fin de realizar el trabajo de los peligros del plomo.
9. Mantener la propiedad rehabilitada en buenas condiciones y reparar para que la propiedad no venga a ser deficient.
10. *Debe llenar una aplicación y suministrar documentación de ingresos para el programa de climatización.
11. **El propietario sera requerido que se presente esta inspección final y a firmar el certificado de inspección final.** Si el propietario tiene preguntas o comentarios en cualquiera de los trabajos de rehabilitación debe ser mencionado en este momento, antes de firmar el certificado de terminación.
12. Si se solicita, el propietario debe hacer el hogar disponible en una visita de seguimiento del programa CDBG.

POLITICA DE QUEJAS

Todas las quejas o preocupaciones con respect a los derechos civiles, vivienda justa, la Comisión Municipal, el Administrador de la Subvención, Secretario del Ayuntamiento, Administrador de la Ciudad, la Junta de Vivienda, el Inspector de Vivienda, el contratista(s), mano de obra del contratista, el procedimiento de oferta (s), la adjudicación de los contratos, etc deberá seguir la política de quejas incluídas en este plan de viviendas. Todas las quejas y preocupaciones deben primero hacerse por escrito a la Secretaria Municipal. El Secretario de la Ciudad luego observará el siguiente procedimiento:

Nivel 1

El Secretario de la Ciudad recibe una queja por escrito.

El Secretario de la Ciudad contacta al Administrador de Subvención si la controversia es con respecto a la obra, trato del cliente o contratista malentendido. El administrador de Subvención contactará el Inspector de Vivienda y contratista para cumplir en el sitio y responder las peocupaciones de los clientes o contratistas. Una resolución escrita sera hecha a la queja y una copia de la resolución sera enviada al Secretario de la Ciudad.

El Secretario de la Ciudad pasará de inmediato la denuncia a nivel 2 si la queja es sobre la vivienda justa, derechos civiles, reclutamiento o un problema ambiental.

El demandante tiene derecho a apelar la decisión y debe hacerlo por escrito a la Secretaria de la Ciudad dentro de five días de la fecha de la resolución escrita.

Nivel 2

La queja escrita con respecto a vivienda justa, derechos civiles, reclutamiento, el ambiente o una apelación de una decisión previa sera revisada por el Mayor, Administrador de la Ciudad y Secretario de la Ciudad, con la asistencia de Administrador de Subvención y los Abogados de la Ciudad. Si la queja es con respecto a vivienda justa o derechos civiles, la Ciudad puede someter la queja a la Comisión de Derechos Humanos de Kansas, 130 South Market, Suite 7050, Wichita, Kansas, 67202, para investigación y resolución. Después de la revision, una decisión escrita se hará al demandante y a la Comisión de la Ciudad.

El demandante tiene el derecho de apelar la decisión y debe hacerlo por escrito a la Secretaria de la Ciudad dentro de five días de la fecha de la resolución escrita.

Nivel 3

El Secretario de la Ciudad recibe la apelación escrita del demandante. La Comisión de la Ciudad revisará la apelación con asistencia de los Abogados de la Ciudad y el Admistrador de Subvención. Toda evidencia escrita se hará disponible a la Comisión de la Ciudad para su deliberación. La Comisión de la Ciudad debe presentar una resolución escrita al demandante dentro de 15 días de la fecha la apelación fué recibida.

Todas las quejas/preocupaciones con respecto a este proyecto deben ser hechas primero por escrito. La carta debe ser presentada al Secretario de Ciudad. El Secretario de la Ciudad luego referirá la queja a las partes apropiadas para resolver la disputa. Avisos por escrito serán dados al demandante dentro de 15 días. Si la queja no se resuelve después de esta acción, el Administrador de

Subvención, Inspector de Vivienda, contratista y el propietario revisarán la situación. Posteriormente, una recomendación escrita de resolución será enviada la Junta de Vivienda.

Si este problema no se puede resolver todavía, la Junta de Vivienda hará disposición de la queja de la documentación que el demandante, Inspector de Vivienda, contratista y/o el Administrador de Subvención han presentado. Cualquiera de las partes involucradas pueden ser llamadas a aparecer ante la Junta de Vivienda para aclarar el asunto. Al tiempo que la Junta de Vivienda acuerda, como un grupo, a hacer disposición de la queja, ellos por escrito deben manifestar su disposición y como fué determinada. Luego la Junta de Vivienda se reunirá con la Comisión de la Ciudad para manifestar su disposición de la queja.

El cuerpo directivo examinará luego la denuncia en la próxima reunión de la Comisión de la Ciudad. La Comisión de la Ciudad determinará en la reunión si la decisión de la Junta de Vivienda es o no aceptable. Si no es aceptable, la Comisión de la Ciudad tiene derecho a revocar la decisión de la Junta de Vivienda. En ese momento la disposición final se hará por escrito al denunciante.

La responsabilidad final para el programa de Rehabilitación de Vivienda corresponde a la Ciudad. La Ciudad se involucrará con el programa de Rehabilitación de Vivienda, realizará tareas según sea necesario y tundra la decisión final en los asuntos locales relacionados con este subsidio.

POLITICA DE CONFLICTOS DE INTERES

La Ciudad seguirá las Polizas de Conflicto de Interes del Departamento de Comercio de Kansas. Personas cubiertas bajo esta póliza incluye: un empleado de la ciudad, oficiales elegidos o designados, agents, consultores, oficiales o cualquier miembro de familia inmediato o socio de negocio de lo anterior, el destinatario, o cualquier agente public designado o sub-receptor, quienes están recibiendo fondos de el programa CDBG. Una copia de esta póliza ha sido adoptada y está disponible para revisión de la Ciudad.

Modificaciones de estas políticas y procedimientos se pueden hacer por la Ciudad y deben ser presentadas al Departamento de Comercio de Kansas para aprobación. Cuando cambios en las directrices del program CDBG pueden afectar negativamente el programa de Rehabilitación de Vivienda y las aplicaciones que ya están en revisión, tales aplicaciones serán evaluadas bajo las normas del programa CDBG en efecto al momento de la aplicación.

Adopción de el Plan de Rehabilitación de Vivienda

Este Plan de Rehabilitación de Vivienda y todos anexos relacionados fueron aprobados y adoptados por la Comisión Municipal de la Ciudad de Dodge City en el día _____ de _____, 2011.

Ciudad de Dodge City

Por: _____
Rick Sowers, Mayor

FE: _____
Nannette Pogue, Secretaria de la Ciudad

INSERTE MAPA DEL AREA DE OBJETIVO

Definición de Ingreso

Ingreso anual por propósitos de el programa CDBG es definido por HUD Sección 8 (24 CFR 5.609) como sigue:

Ingreso anual significa toda cantidad, monetaria o no monetaria, la cual:

1. Va, o en nombre de, el jefe de familia o su cónyuge (incluso si se ausenta temporalmente) o a cualquier otro miembro de la familia; o
2. Se anticipa que se recibirá de una fuente fuera de la familia durante un periodo applicable al programa o actividad por lo cual la información es requerida (es decir, rehabilitación de vivienda, encuestas de ingresos, etc.); y
3. las cuales no están específicamente excluidas en este document. Ingreso anual también significa cantidad derivada (durante un periodo de 12-meses) de los activos a los que cualquier miembro de la familia tiene acceso.

Ingreso anual incluye, pero no se limita a:

1. El monto total, antes de cualquier deducción de sueldos y salaries, pago de horas extras, comisiones, honorarios, propinas y bonificaciones, y otras compensaciones por servicios personales;
2. El ingreso neto de operaciones de un negocio o profesión. Los gastos por expansión de negocios o la amortización de la deuda de capital no se deben utilizar para las deducciones en determinar ingresos. Todo en cuenta por depreciación de activos utilizados en un negocio o profesión pueden ser deducidos, basados en depreciación en línea recta, conforme a lo dispuesto por el Servicio de Rentas Internas. Cualquier retiro de dinero o activos de la operación de un negocio o profesión será incluido en ingresos, excepto en la medida que el retiro es reembolso de dinero en efectivo o activos invertidos en la operación por la familia;
3. Interés, dividendos y otros ingresos netos de cualquier clase de bienes muebles o inmuebles. Gastos de amortización de deudas de capital no se deben utilizar como deducción en determinar ingresos netos. Un subsidio para depreciación es permitido solamente con la autorización en el punto 2 de esta sección. Cualquier retiro de efectivo o activo de una inversión será incluido en ingresos excepto al punto de que el retiro es un reembolso de efectivo o activo invertido por la familia. Donde la familia tiene activos netos de familia en acceso de \$55,000, ingreso anual debe incluir el mayor de el ingreso actual derivado de todos los activos netos de familia o un porcentaje de el valor de tales activos basado en la tasa actual de la libreta de ahorro según lo determinado por HUD;
4. El monto total de pagos periodicos recibidos de el seguro social, anualidades, pólizas de seguros, fondos de retiro, pensiones, beneficios por incapacidad o muerte y otros tipos similares de recibos periodicos, incluyendo una cantidad o posible cantidad mensual para el inicio tardío de una cantidad periodica (salvo lo dispuesto en el párrafo [13] bajo exclusions de ingresos);
5. Pagos en lugar de ingresos, tales como desempleo e indemnización por discapacidad, compensación al trabajador y la indemnización por despido (véase párrafo [3] bajo exclusions de ingresos);
6. Asistencia Social. Si pagos de asistencia social incluyen una cantidad designada específicamente para vivienda y servicios públicos que está sujeto a ajustes por la agencia de

asistencia social de acuerdo con el costo real de la vivienda y utilidades, el monto de ingresos de asistencia social a ser incluido como ingreso debe consistir de:

- El monto de la asignación o concesión exclusiva de la cantidad designada específicamente para vivienda o servicios públicos; mas:
 - La cantidad maxima que la agencia de asistencia social podría, de hecho, permitir a la familia por vivienda y servicios públicos. Si la asistencia social a la familia le es proporcionalmente reducida de la norma de necesidad mediante la aplicación de un porcentaje, la cantidad calculada bajo este párrafo debe ser la cantidad resultante de una aplicación de los porcentajes.
7. Asignaciones periodicas y determinables, tales como pension y manutención de menores, y aportaciones periodicas o regalos recibidos de personas que no residen en la vivienda; y
 8. Todos los pagos regulares, pagos especiales y prestaciones de un miembro de las Fuerzas Armadas (excepto como se ha dispuesto en el párrafo [7] de exclusiones de ingresos).

Ingreso anual no incluye lo siguiente:

1. Ingresos por el empleo de niños (incluido los hijos adoptivos) menores de 18 años de edad;
2. Pagos recibidos por el cuidado de los hijos adoptivos o adultos de crianza (usualmente personas con discapacidad, no relacionados con la familia del inquilino, quienes no pueden vivir solos);
3. suma global a incrementos de activos de familia, tales como herencias, pagos de seguros (incluyendo pagos bajo seguros de salud y accidents y compensación de trabajador), ganancias de capital y liquidación por perdidas personales y propiedad (excepto lo dispuesto en párrafo [5] de ingreso incluido);
4. Montos recibidos por la familia que están específicamente por, o en reembolso de, el costo de gastos medicos por cualquier miembro de la familia;
5. Ingresos de auxiliar;
6. La cantidad total de asistencia financier de estudiante pagada directamente al estudiante o a la institución educative;
7. El pago especial a un miembro de la familia que sirve las Fuerzas Armadas y quien está expuesto a fuego enemigo;
8. Montos recibidos por una persona bajo el program de entrenamiento financiado por HUD;
 - Montos recibidos por una persona con una discapacidad que no se tienen en cuenta por un tiempo limitado por el propósito de elegibilidad de Ingreso suplemental de Seguridad y beneficios ya que se reservan para su uso bajo un Plan para Alcanzar Autosuficiencia (PASS);
 - Montos recibidos por participantes en otros programas de asistencia pública que son específicamente para o en reembolso de gastos de bolsillo incurridos (equipo especial, ropa, transporte, cuidado infantil, etc) los cuales se han echo exclusivamente para permitir la participación en un programa específico;
 - Cantidades recibidas en virtud de un estipendio de servicio a los residents. Un estipendio de servicios a residents en una cantidad modesta (no a exceder \$200 por mes) recibida por un residente por desarrollar un servicio para la PHA o el propietario, sobre una base de tiempo parcial, que mejora la calidad de vida en el desarrollo. Tales servicios pueden incluir, pero no están limitados a, patrulla de incendios, vigilancia de salón, mantenimiento de césped y la iniciativa coordinación de residents. Ningún residente puede recibir mas de un estipendio durante el mismo periodo de tiempo;

- Los ingresos incrementales y beneficios resultante de cualquier miembro de familia por la participación en la calificación de programas de entrenamientos estatales y locales (incluyendo programas de entrenamientos no afiliados con el gobierno local) y la formación de un miembro de la familia como personal de manejo de residents. Los montos excluidos de esta disposición deben ser recibidos bajo los programas de entrenamiento de empleo con metas y objetivos claramente definidos, y son excluidos solo por el periodo durante el cual el miembro de la familia participa en el programa de formación de empleo;
9. Ingresos temporales, no recurrentes o esporádicos (incluyendo regalos);
 10. Pagos de indemnización pagados por un gobierno extranjero de conformidad con los reclamos presentados bajo las leyes de ese gobierno por las personas quienes fueron perseguidas durante la era Nazi;
 11. Los ingresos en exceso de \$480 por cada estudiante de tiempo completo de 18 años de edad o mayor (excluyendo el jefe de familia y cónyugue);
 12. Los pagos de ayuda para la adopción de más de \$480 por niño adoptado;
 13. Cantidades periodicas diferidas de ingreso de seguridad suplementario y beneficios del seguro social que son recibidos en una suma fija o en posibles montos mensuales;
 14. Cantidades recibidas por la familia en forma de reembolso o rebajas bajo leyes estatales o locales por pagos de impuestos sobre la unidad de vivienda;
 15. Montos pagados por una agencia estatal a la familia con un miembro que tiene una discapacidad desarrollada y está viviendo en el hogar para compensar los costos de servicio y equipo necesario para mantener al miembro familiar con discapacidad en la vivienda; o
 16. Montos específicamente excluidos por cualquier otro estatuto federal de consideración como ingreso por propósito de determinar elegibilidad o beneficios bajo cualquier programa a los cuales la exclusión aplica. Los siguientes tipos de ingreso están sujetos a tal exclusión:
 - Los pagos de reubicación echos bajo Título II de la Asistencia para la Reubicación Uniforme y la Ley de Adquisición de Bienes Raices de 1970;
 - El valor de la asignación prevista para un hogar elegible bajo la Ley de Estampillas de Comida de 1977;
 - Pagos a voluntaries bajo la Ley de Voluntariado de Liquidación Nacional;
 - Ingresos procedentes de determinados terrenos de los Estados Unidos que se mantienen en confianza por algunas tribus indigenas;
 - Pagos o consideraciones echas bajo el Departamento de Salud y Servivios Humanos' Program de Asistencia de Energia de Bajos Ingresos;
 - Pagos recibidos de la Ley de Asociación de capacitación de Empleos;
 - Ingresos derivados de la disposición de fondos de la Banda del Rio Grande de los Indios de Ottawa;

Los primeros \$7,000 de las acciones por habitante recibidos por premios por la Comisión de Reclamos Indias o el Tribunal de Reclamaciones o formas de tierra en fideicomiso por una Tribu India por el Secretario de Interior.

INSERTE FUIA DE VIVIENDA SEGURA

E-J-E-M-P-L-O
Acuerdo de Pago

ESTE ACUERDO hecho este día _____ de _____, 2009 por y entre la CIUDAD DE DODGE CITY (delante la “CIUDAD”) y _____
 (En lo sucesivo, PROPIETARIO(S),

CONSIDERANDO, que la Ciudad está autorizada a administrar los subsidios del programa CDGB de rehabilitación utilizando dolares autorizados y proporcionados por el Estado de Kansas y el Departamento de Vivienda y Desarrollo Urbano; y

CONSIDERANDO, el PROPIETARIO(S) ha aplicado a la CIUDAD para ser proporcionado con fondos atraves del programs de subsidies CDGB; y

CONSIDERANDO, la Ciudad ha determinado que el PROPIETARIO(S) ha calificado para recibir un subsidio para rehabilitación para propietarios en conformidad con todas las reglas del programa; y

CONSIDERANDO, la CIUDAD tiene la responsabilidad como agente pagador de los gastos adecuados de ciertos fondos federales; y

CONSIDERANDO, el PROPIETARIO(s) desea que la CIUDAD desembolse subsidios CDBG en conformidad con la aplicación de subsidios; y

CONSIDERANDO, la CIUDAD ha desembolsado \$ _____ en CDBG reahabilitación dolares en nombre de el PROPIETARIO(s), el PROPIETARIO(s) acuerda:

1. Que la correcta descripción legal de los bienes es la siguiente:
2. A continuar a poseer, ocupar, y mantener un seguro sobre la estructura reparada con fondos CDBG por un periodo de tres (3) años después de la emission de un Certificado de Cumplimiento; y
3. A mantener la propiedad rehabilitada en “condición estándar” para prevenir destrucción substancial de las mejoras debido a las negligencias del PROPIETARIO(s), y en caso de incumplimiento de cualquiera de los convenios antes mencionados, el PROPIETARIO(s) se compromete a pagar la CIUDAD, una suma de dinero a ser calculada como sigue:

Años Después de Terminada	Porcentaje del Monto de Subsidio
1	66%
2	33%
3	0%

4. El PROPIETARIO(s) mas adelante pacta y acuerda que si la estructura is totalmente destruida por incendio, desastre natural, condenación pública, o por medio de otras causas dentro de los tres (3) años después de la emisión de un Certificado de Finalización, el

PROPIETARIO(s) debe pagar a la CIUDAD, fuera de cualquier suma obtenida del seguro u otra compensación recibida, una suma de dinero a ser calculada acorde al calendario establecido anteriormente; a condición , sin embargo, si el PROPIETARIO(s) ha recibido beneficios del seguro u otra compensación por una cantidad menor que el valor justo del mercado de la estructura después de las mejoras financiadas por el programa CDBG, entonces la cantidad a ser pagada se debe limitar al total de beneficios del seguro u otra compensación recibida la cual es en exceso del valor justo de mercado de la estructura antes de las mejoras financiadas por el programa CDBG.

5. Que en el caso de que el PROPIETARIO(s) resida en y retenga los bienes inmuebles for tres (3) años de la fecha de la firma del Certificado de Finalización, este acuerdo debe expirar y y quedar sin efecto.

CONSIDERANDO; la CIUDAD y PROPIETARIO(s) aceptan y reconocen que este acuerdo se archivará como un registro público con el Registro de Titulos en el Condado donde está localizada la propiedad y tiene la intención de dar aviso a todo el público de la existencia de este instrumento de seguridad.

ASI SE ACUERDA

Ciudad de Dodge City

Por: _____ Fecha: _____
E. Kent Smoll, Mayor

SUSCRITO Y JURADO ante mi este día _____ de _____, _____.

Notario Público: _____

My nombramiento vence: _____

PROPIETARIO (s)

_____ Fecha: _____
Firmado:

_____ Fecha: _____
Firmado:

SUSCRITO Y JURADO ante mi este día _____ de _____, _____.

Notario Público: _____

My nombramiento vence: _____

CITY OF DODGE CITY TARGET AREA

