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City Council Agenda

City Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 29, 2011
6:00 PM

Mayor: William W. Bunten

Councilmembers

Karen A. Hiller	**District No. 1**	**Chad Manspeaker**	**District No. 6**
John Alcala	**District No. 2**	**Robert E. Archer**	**District No. 7**
Sylvia E. Ortiz	**District No. 3**	**Andrew P. Gray**	**District No. 8**
Denise Everhart	**District No. 4**	**Richard Harmon**	**District No. 9**
Larry Wolgast	**District No. 5**		

Interim City Manager: Daniel R. Stanley

Addressing the Council: No person shall address the Council during a Council Meeting, unless they have notified the City Clerk by 5:00 P.M. on the day of any Council Meeting of their desire to speak on a specific matter on the published meeting agenda or during the public comment portion of the Council Meeting. This limitation shall not apply to items added during the course of a meeting. The Council does not take action with respect to any subject not on the agenda unless added to the agenda by a two-thirds vote of the Council

Persons addressing the City Council will be limited to four (4) consecutive minutes of public address on a particular agenda item. Debate, question/answer dialogue or discussion between Councilmembers will not be counted towards the four (4) minute time limitation. The Chair may extend time with the unanimous consent of the Council or the Council by affirmative vote of five (5) members may extend the four (4) minute limitation.

Persons will be limited to addressing the City Council one (1) time on a particular matter unless otherwise allowed by an affirmative vote of five (5) members of the City Council.

Citizens wishing to offer Public Comment may sign up by phoning the City Clerk's office at 368-3940.

To make arrangements for special accommodations please call 785-368-3940. A 48-hour advance notice is preferred.

The Federal Communications Commission (FCC) has adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). TRS permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities. To reach the City Clerk's office using the TRS, please dial 711.

(Agendas are available on Thursday afternoon in the City Clerk's office, 215 SE 7th – Room

166 and on the City's web site at http://www.topeka.org)

INVOCATION:

PLEDGE OF ALLEGIANCE:

1. **PROCLAMATIONS:**
   "None scheduled at this time."

2. **PRESENTATIONS:**
   "None scheduled at this time."

3. **ROLL CALL:**

4. **CONSENT AGENDA:**

A. **Board Appointment - Topeka Sustainability Advisory Board**

BOARD APPOINTMENT recommending the re-appointment of Kelly Jacobsen to the Topeka Sustainability Advisory Board for a term ending December 31, 2013. *(Council District No. 6)*

B. **Board Appointment - Topeka Housing Authority Board of Commissioners**

BOARD APPOINTMENT recommending the re-appointment of Frank Ybarra to the Topeka Housing Authority Board of Commissioners for a term ending December 31, 2015. *(Council District No. 8)*

C. **Board Appointment - Topeka Human Relations Commission**

BOARD APPOINTMENT recommending the re-appointment of Joyce Grigsby to the Human Relations Commission for a term ending December 31, 2013. *(Council District No. 7)*

D. **Board Appointment - Topeka Human Relations Commission**

BOARD APPOINTMENT recommending the re-appointment of Renee Wiggins to the Topeka Human Relations Commission for a term ending December 31, 2013. *(Council District No. 1)*

E. **MINUTES of the regular meeting of November 15, 2011**

F. **APPLICATIONS:**

5. **PUBLIC HEARINGS:**

A. **Public Hearing and Ordinance - Unified School District No. 501 (V11S/2)**

ATTACHMENTS

A PUBLIC HEARING relating to vacation request V11S/2 by Unified School District No. 501 relating to the vacation of platted public street and alley rights-of-way on property located at 1400 SE 34th Street, City of Topeka, Shawnee County, Kansas.

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, relating to the vacation of platted public street and alley rights-of-way on property located at 1400 SE 34th Street, City of Topeka, Shawnee County, Kansas. Final Reading. *(V11S/2) (Council District No. 4)*

Voting Requirement: Majority vote of the Governing Body, including the Mayor.

(Approval would allow for the construction of new buildings for the Ross/Eisenhower school campus.)

6. UNFINISHED BUSINESS:

A. Ordinance - Domestic Partnership Registry

ATTACHMENTS

AN ORDINANCE introduced by Councilmember Andrew Gray, concerning domestic partnership registry by creating new chapter 9.60 of the City of Topeka Municipal Code. Final Reading.

(Establishing a policy and process concerning domestic partnership registry for residents of the City of Topeka.)

B. Resolution - Developing Cooperative Agreements

ATTACHMENTS

A RESOLUTION introduced by Councilmember Richard Harmon establishing an analytical framework for elected leaders and staff to work with other taxing authorities in developing cooperative arrangements. *(Referred to the Policy and Finance Committee from the meeting of September 20, 2011.) (Added to the agenda pursuant to Topeka City Council Rules and Procedures 7.1f(ii).)*

(Approval would establish a framework by which discussions could ensue between the City of Topeka and other taxing entities in working toward cooperative arrangements.)

7. NEW BUSINESS:

A. Ordinance - Weekly Expenditures October 31 - November 13, 2011

ATTACHMENTS

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, allowing and approving City expenditures for the period of October 31, 2011 through November 13, 2011, and enumerating said expenditures therein. First and Final Reading.

B. Project Budget and Resolution - Zoo Improvement Project No. T-301033.00

ATTACHMENTS

A PROJECT BUDGET in the amount of $122,237 and A RESOLUTION introduced by Interim City Manager Daniel R. Stanley, authorizing Zoo Improvement Project No. T-301033.00 to resurface portions of service roads on zoo grounds. *(Council District No. 9)*

(Resurface deteriorated portions of service roads on zoo grounds and patch and seal other areas in need. Areas to resurface include the service road in front of the veterinary hospital; the south and west service roads; and resurfacing of deteriorated parking.)

C. Real Estate Purchase Agreement - Lauren's Bay Estates

ATTACHMENTS

APPROVAL of a Real Estate Purchase Agreement between the City of Topeka and CoreFirst Bank and Trust for the purchase of property located at Lauren's Bay Estates in the amount of $56,925 for Project No. T-151011.00 Lauren's Bay Pond, and specifically authorizing the Mayor to execute the agreement. *(Council District No. 7)*

(Approval would authorize the purchase of property located at Lauren's Bay Estates for the Drainage Improvement Project at Lauren's Bay Pond. The improvement costs will be paid 100% by the Improvement District.)

D. Resolution - Equipment Lease Purchase Agreement ATTACHMENTS

A RESOLUTION introduced by Interim City Manager Daniel R. Stanley, authorizing the execution and delivery of an equipment lease/purchase agreement with respect to the acquisition, purchase, financing and leasing of certain equipment for the public benefit; authorizing the execution and delivery of documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution.

(Approval would authorize the City Manager to enter into a contract with Johnson Controls, Inc., for the purchase and installation of energy performance equipment; execute a financing/lease agreement with All American Investment Group, LLC.; and execute an escrow agreement.)

E. Resolution - 2012 Neighborhood Empowerment Grants ATTACHMENTS

A RESOLUTION introduced by Interim City Manager Daniel R. Stanley, approving the 2012 Neighborhood Empowerment Grants as recommended by the Neighborhood Empowerment Grant Committee.

(The Empowerment Grant Review Committee has completed its annual reviews of proposals for funding for the 2012 Community Development Block Grant Empowerment Program and recommends a total of $164,082.66 be awarded in grants.)

F. Resolution - 2012 Council Meeting Schedule ATTACHMENTS

A RESOLUTION introduced by Deputy Mayor John Alcala canceling the Council meetings for July 3, 2012, September 4, 2012, November 6, 2012, and December 25, 2012 and establishing a Council meeting for July 31, 2012.

(Approval would provide notice that Council meetings will not be held in observance of certain established City holidays and General Election Day. It also establishes a meeting date for the 5th Tuesday in July.)

G. Applications - Retail Cereal Malt Beverage License

APPROVAL of Retail Cereal Malt Beverage License Applications.

Voting Requirement: Majority of the Governing Body, including the Mayor.

(Pursuant to K.S.A. 41-2702 application for license must be approved by the Governing Body prior to the issuance of the license.)

H. Setting a Public Hearing Date - 2011 Operating Budget Amendments ATTACHMENTS

SETTING a Public Hearing for December 20, 2011, at 6:00 p.m. at the City Council Chambers, 214 E. Eighth Street, for the purpose of hearing and answering objections of taxpayers realting to the proposed amendments to the 2011 Operating Budget.

(Approval authorizes publication of the Notice of Public Hearing in the December 12, 2011 edition of the Metro News.)

8. FIRST READINGS:

A. Ordinance - Alcohol License Permit Fees ATTACHMENTS

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, amending City of Topeka Code Sections 5.10.020 and 9.15.300, concerning alcohol sales and tax and specifically repealing said original sections. First Reading.

(Approval would change the current occupation tax from an annual to a biennial payment.)

B. **Ordinance - Fireworks**

ATTACHMENTS

AN ORDINANCE introduced by Councilmembers Karen Hiller, Sylvia Ortiz and Richard Harmon, sitting as the Public Health and Safety Committee, amending City of Topeka Code Section 8.35.070 concerning fireworks and specifically repealing said original section. First Reading.

(Approval would reduce the number of days consumer fireworks may be sold and discharged within the City of Topeka and ban the discharge of fireworks in certain circumstances.)

C. **Ordinance - Parks and Recreation and Golf Course Advisory Boards**

ATTACHMENTS

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, concerning the Parks and Recreation and Golf Course Advisory Boards, amending City of Topeka Code Section 2.05.010 and specifically repealing said original section as well as repealing Sections 2.90.010 through 2.90.080 and Sections 11.30.050 through 11.30.120. First Reading.

(Approval would repeal City Code provisions concerning the Parks and Recreation and Golf Course Advisory Boards that are no longer needed due to the consolidation of the Parks and Recreation Departments of the City and County.)

9. MISCELLANEOUS:

-

10. PRESENTATIONS BY THE CITY MANAGER, MAYOR AND MEMBERS OF THE COUNCIL:

-

11. PUBLIC COMMENT:

-

12. ADJOURNMENT:

-

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 25, 2011

Back Print

DATE:	**November 29, 2011**		
CONTACT PERSON:		**DOCUMENT #:**	
SECOND PARTY/SUBJECT:		**PROJECT #:**	
CATEGORY/SUBCATEGORY			
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available

Item #1

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Council Action Form

Council Chambers
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October 25, 2011

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CATEGORY/SUBCATEGORY			
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available

Item #2

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Council Action Form

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October 25, 2011

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SECOND PARTY/SUBJECT:		**PROJECT #:**	
CATEGORY/SUBCATEGORY			
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

"None scheduled at this time."

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available

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SECOND PARTY/SUBJECT:		**PROJECT #:**	
CATEGORY/SUBCATEGORY			
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

"None scheduled at this time."

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available

Item #4

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Topeka, Kansas 66603

October 25, 2011

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DATE:	**November 29, 2011**		
CONTACT PERSON:		**DOCUMENT #:**	
SECOND PARTY/SUBJECT:		**PROJECT #:**	
CATEGORY/SUBCATEGORY			
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available

Item #5

A Capital City Government Working For You…

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 3, 2011

Back Print

DATE:	**November 29, 2011**		
CONTACT PERSON:	**Mayor Bunten**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**Topeka Sustainability Advisory Board**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**006 Communication / 003 Requests**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the re-appointment of Kelly Jacobsen to the Topeka Sustainability Advisory Board for a term ending December 31, 2013. *(Council District No. 6)*

POLICY ISSUE:

N/A

STAFF RECOMMENDATION:

Councilwoman Hiller nominates and Mayor Bunten recommends the re-appointment of Kelly Jacobsen to the Topeka Sustainability Advisory Board. There is an attendance policy which states that any member may be removed for cause by failure to attend four (4) meetings in one (1) calendar year, or failure to attend there (3) consecutive meetings without prior approval of the Chair. Since Ms. Jacobsen was appointed to fill an unexpired term, there have been three meetings and she attended all the meetings.

BACKGROUND:

Ordinance 19165. The purpose of the nine member board is to promote environmental awareness and advocate for policies which support sustainability.

BUDGETARY IMPACT:

N/A

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

No Attachments Available

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Council Action Form

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November 4, 2011

Back Print

DATE:	**November 29, 2011**		
CONTACT PERSON:	**Mayor Bunten**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**Topeka Housing Authority Board of Commissioners**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**006 Communication / 003 Requests**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the re-appointment of Frank Ybarra to the Topeka Housing Authority Board of Commissioners for a term ending December 31, 2015. *(Council District No. 8)*

POLICY ISSUE:

N/A

STAFF RECOMMENDATION:

The Mayor is recommending the re-appointment of Frank Ybarra to the Topeka Housing Authority Board of Commissioners. This is a statutory board wherein the Mayor nominates and Council has final approval. There is no official attendance policy, however, there have been seventy-seven meetings and Mr. Ybarra has attended all the meetings.

BACKGROUND:

KSA 17-2341. The Topeka Housing Authority Board of Commissioners plan and study the public housing needs of the city and is the governing board of the Topeka Housing Authority.

BUDGETARY IMPACT:

N/A

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

No Attachments Available

Item #7

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Topeka, Kansas 66603

November 4, 2011

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DATE:	**November 29, 2011**		
CONTACT PERSON:	**Mayor Bunten**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**Topeka Human Relations Commission**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**006 Communication / 003 Requests**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the re-appointment of Joyce Grigsby to the Human Relations Commission for a term ending December 31, 2013. *(Council District No. 7)*

POLICY ISSUE:

N/A

STAFF RECOMMENDATION:

Councilman Archer nominates and Mayor Bunten recommends the re-appointment of Joyce Grigsby to the Human Relations Commission. There is an attendance policy which states that a member may be removed after three unexcused absences. Ms. Grigsby has one absence.

BACKGROUND:

Ordinance 18382. The purpose of the Human Relations Commission is to endeavor to eliminate prejudice among various racial, ethnic and other groups in the city and to further goodwill among all people of the city.

BUDGETARY IMPACT:

N/A

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

No Attachments Available

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Topeka, Kansas 66603

November 3, 2011

Back Print

DATE:	**November 29, 2011**		
CONTACT PERSON:	**Mayor Bunten**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**Human Relations Commission**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**006 Communication / 003 Requests**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the re-appointment of Renee Wiggins to the Topeka Human Relations Commission for a term ending December 31, 2013. *(Council District No. 1)*

POLICY ISSUE:

N/A

STAFF RECOMMENDATION:

Councilwoman Hiller nominates and Mayor Bunten recommends the re-appointment of Renee Wiggins to the Human Relations Commission. There is an attendance policy which states that a member may be removed after three unexcused absences. Ms. Wiggins has two absences.

BACKGROUND:

Ordinance 18382. The purpose of the Human Relations Commission is to endeavor to eliminate prejudice among various racial, ethnic and other groups in the city and to further goodwill among all people of the city.

BUDGETARY IMPACT:

N/A

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

No Attachments Available

Item #9

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Council Action Form

Council Chambers
214 SE 8th Street
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October 25, 2011

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DATE:	**November 29, 2011**		
CONTACT PERSON:		**DOCUMENT #:**	
SECOND PARTY/SUBJECT:		**PROJECT #:**	
CATEGORY/SUBCATEGORY			
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available

Item #10

A Capital City Government Working For You…

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Council Chambers
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October 25, 2011

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DATE:	**November 29, 2011**		
CONTACT PERSON:		**DOCUMENT #:**	
SECOND PARTY/SUBJECT:		**PROJECT #:**	
CATEGORY/SUBCATEGORY			
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available

Item #11

A Capital City Government Working For You…

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 8, 2011

Back Print

DATE:	**November 29, 2011**		
CONTACT PERSON:	**David Thurbon/Bill Hoover**	**DOCUMENT #:**	**V11S/2**
SECOND PARTY/SUBJECT:	**USD No. 501 (Ross/Eisenhower School Campus)**	**PROJECT #:**	**N/A**
CATEGORY/SUBCATEGORY	**014 Ordinances – Non-Codified / 006 Vacations**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:	**11-15-11 First Reading.**	**JOURNAL #:**	**11**
		PAGE #:	

DOCUMENT DESCRIPTION:

A PUBLIC HEARING relating to vacation request V11S/2 by Unified School District No. 501 relating to the vacation of platted public street and alley rights-of-way on property located at 1400 SE 34th Street, City of Topeka, Shawnee County, Kansas.

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, relating to the vacation of platted public street and alley rights-of-way on property located at 1400 SE 34th Street, City of Topeka, Shawnee County, Kansas. Final Reading. *(V11S/2) (Council District No. 4)*

Voting Requirement: Majority vote of the Governing Body, including the Mayor.

(Approval would allow for the construction of new buildings for the Ross/Eisenhower school campus.)

POLICY ISSUE:

None

STAFF RECOMMENDATION:

In conjunction with City departments and all public utility agencies, the Planning Department recommends **APPROVAL** of the proposed vacation.

BACKGROUND:

- The Kansas Statues and Topeka Code Section 130-476(b) requires a public hearing in conjunction with

proposed vacation petitions which have been filed in accordance with a prescribed procedure.
- Approval of the vacation should not be construed to imply support for any existing or subsequent land development.
- Any easements that are needed for future public improvements will be granted separately by specific instrument at the time they are needed.

BUDGETARY IMPACT:

N/A

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

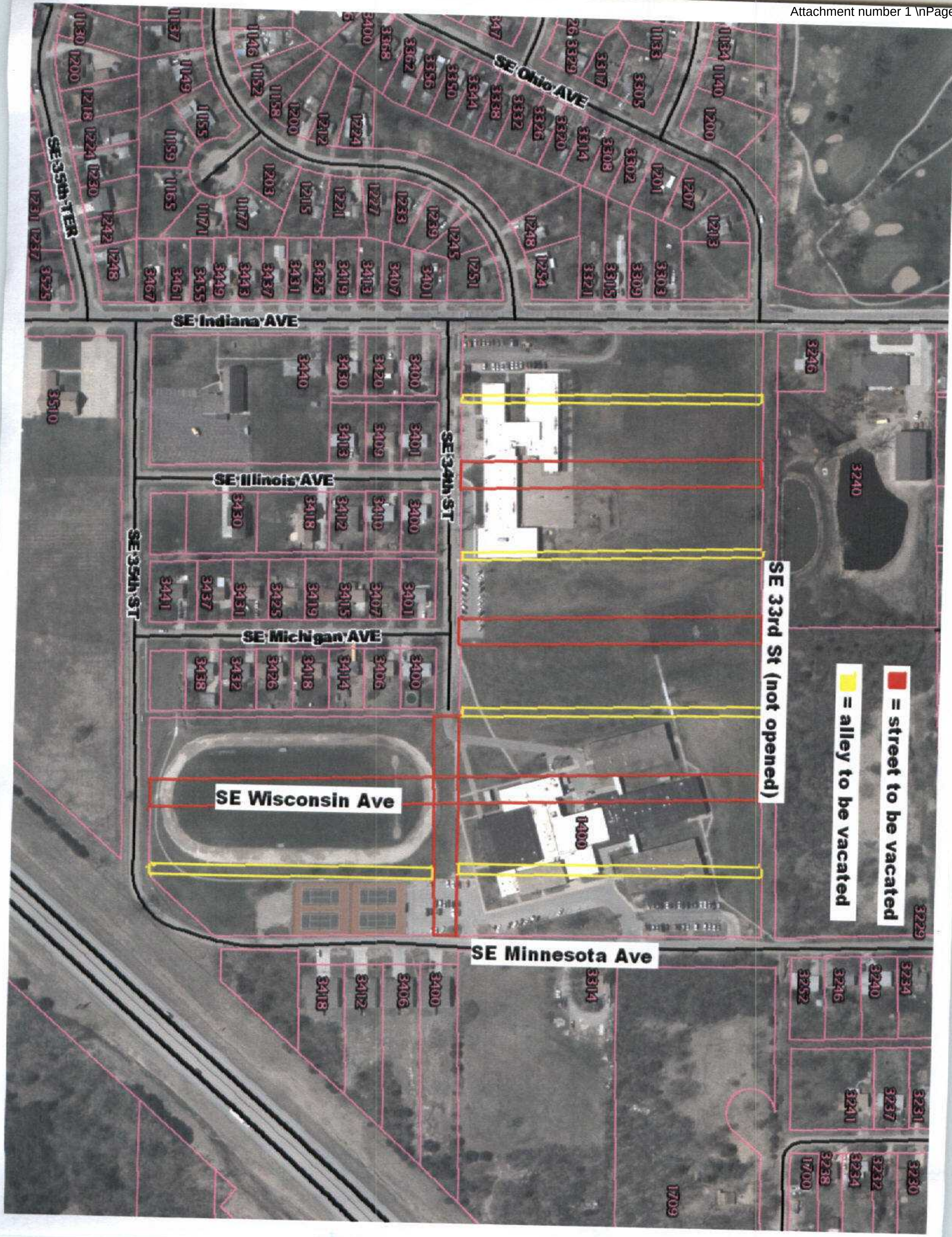
Aerial map showing ROWs to be vacated

Application

Legal Ad

Department comments

Ordinance


SE Ohio AVE
SE Indiana AVE
SE Illinois AVE
SE Michigan AVE
SE 34th ST
SE 35th ST
SE 35th TER
SE Wisconsin Ave
SE 33rd St (not opened)
SE Minnesota Ave
= street to be vacated
= alley to be vacated

Please have the attached published in the Topeka Metro News in the Legal Advertising Section on October 31, 2011 and November 7, 2011

IN THE MATTER OF THE PROPOSED VACATION OF:

Platted public street and alley rights-of-way on property located at 1400 SE 34th Street, lying between SE Indiana and SE Minnesota Avenues, City of Topeka, Shawnee County, Kansas **(V11S/2) (Council District No. 4)**

NOTICE OF PUBLIC HEARING

(Pursuant to K.S.A. 12-504 et seq.)

To Whom It May Concern:

Public notice is hereby given that a petition has been filed by Unified School District #501 to vacate property described as follows: All in The Best Subdivision, in the City of Topeka, Shawnee County, Kansas: Illinois Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue; Michigan Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue;
Wisconsin Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 35th Street, formerly Vesta Avenue; SE 34th Street, formerly Burgess Avenue, westerly from the East line of Minnesota Avenue to a line extending from the Northwest corner of Lot 51 to the Southwest corner of Lot 49, both lots on Wisconsin Avenue; An alley between Indiana Avenue and Illinois Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue; An alley between Illinois Avenue and Michigan Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue;
An alley between Michigan Avenue and Wisconsin Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue; An alley between Wisconsin Avenue and Minnesota Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue; An alley between Wisconsin Avenue and Minnesota Avenue, extending from the South line of SE 34th Street, formerly Burgess Avenue to the North line of SE 35th Street, formerly Vesta Avenue.

The petition will be presented to the Council of the City of Topeka for hearing **November 29, 2011** at 6:00 P.M. or as soon thereafter as the same may be heard in the City Council Chambers, Municipal Building, 2nd Floor, 8th and Monroe Streets, Topeka, Kansas, at which time and place all interested persons may appear and be heard, either for or against granting the prayer of said Petition.

BY THE GOVERNING BODY,
CITY OF TOPEKA, KANSAS

TOPEKA PLANNING DEPARTMENT

620 SE Madison Street-3rd Floor
Topeka, Kansas 66607

Office: (785) 368-3728
Fax: (785) 368-2535

PLANNING OFFICE USE ONLY	
Date Submitted 10/5/11	Date Advertised
Application No. V11512	Date of Public Hearing
TO BE COMPLETED BY CITY CLERK'S OFFICE	
Filing Fee $ 250.00	Receipt No. City Clerk #662119

APPLICATION
City Vacation of Streets, Alleys and Easements

1. **Applicant(s):** Kansas Unified School District (USD) #501
2. **Applicant's Mailing Address:** 624 S.W. 24th Street

   City Topeka **State:** Kansas **Zip:** 66611-1294
3. **Telephone: Area Code:** 785 **No.:** 295-3000
4. **Legal description of property requested to be vacated as prepared by the City of Topeka Department of Public Works:**

To be determined by Topeka Department of Public works

5. **Check type of vacation: Street** ☑ **Alley** ☑ **Easement** ☐ **Other** ☐
6. **Legal description of property owned by the applicant which adjoins the street, alley or easement to be vacated:**

   Lots See attached **Block No.** N/A

   In Best **Subdivision** Section 17, T12S, R16E

Metes and Bounds Description, if unplatted:

N/A

7. **Are there other owners of land who own property adjoining the subject street, alley or easement proposed to be vacated who, pursuant to K.S.A. 12-504, would be a property party to the petition to vacate?** **Yes** ☐ **No** ☑

If yes, please list said owner's name(s) and mailing address.

8. **Briefly, describe the proposed development of the subject property and your reasons for vacating the property:**

Project will be an expansion of existing school facilities.

9. **Will the area proposed for vacation preclude, restrict, hamper or lessen ingress-egress to other similarly abutting properties?**

No

10. **Do you concur with the retention of the subject area as an easement should the reviewing utility or public agency request such to cover existing or proposed utility lines?**

No, because vacated streets and alleys pass through existing or proposed buildings.

11. **Will any permanent structures be constructed within the area proposed for vacation?**

Yes; school buildings

12. **Will the area proposed for vacation create any unique, adverse or undesirable traffic conditions?**

No; project is an expansion of existing use and does not change any existing traffic patterns.

13. How are adjoining properties used?

Property is bounded by SE Indiana Ave. on the west, SE Minnesota Ave. on the east, SE 34th St. on the
south, and single family residential on the north.

14. In your opinion, would the proposed vacation injure or endanger any private rights?

No

15. In your opinion, would the public suffer any loss or inconvenience should the petition to vacate be approved?

No

16. In the event this proposed vacation is to vacate street or alley right-of-way, are you aware of the applicability of the district zoning on the subject property? Please briefly explain:

Existing zoning is R1 Single Family Dwelling District, which is compatible with school use.

Signature of Applicant(s) Chris Albert
____
____

(Please Attach Any Additional Information)

If the owner(s) of record is to be represented by legal counsel or an authorized agent, please complete the following so that communications pertaining to this application may be forwarded to the appropriate individual.

Name of Representative______________________

Street Address______________________

City______________ **State**______________ **Zip Code**______________

Telephone No. (_______)______________ **Fax No. (_______)**______________

LOTS

Lots 2 thru 50 (even #'s) on Indiana St.

Lots 1 thru 50 on Illinois Street

Lots 1 thru 50 on Michigan Ave.

Lots 1 thru 98 on Wisconsin St.

Lots 1 thru 97 (odd #'s) on Minnesota Ave.

F:\2011\11A17\Corresp\Attachment to go with Vacation Application.docx

DEPARTMENTAL COMMENTS:

Case: V11S/2 By: Unified School District #501

Location: Street and alley vacation on property located at 1400 SE 34th Street

---

DEPARTMENTS:

- ***Water Division***: __X__ No Objection _____ Objection
  Comments:

- ***Engineering:*** __X__ No Objection _____ Objection
  Comments: There are currently no sanitary or storm sewers located in the proposed public rights-of-way to be vacated. Easements for future public improvements will be dedicated by separate specific instruments at the time they are needed.

- ***Parks Department:*** __X__ No Objection _____ Objection
  Comments:

- ***County Refuse:*** __X__ No Objection _____ Objection
  Comments:

- ***Fire Department:*** __X__ No Objection _____ Objection
  Comments:

- ***Police Department:*** __X__ No Objection _____ Objection
  Comments:

UTILITY COMPANIES:

- ***AT&T:*** __X__ No Objection _____ Objection
  Comments:

- ***Westar:*** __X__ No Objection _____ Objection
  Comments:

- ***Kansas Gas Service:*** __X__ No Objection _____ Objection
  Comments:

- ***Cox Communications:*** __X__ No Objection _____ Objection
  Comments:

Annie Driver, Planner II
Prepared: October 21, 2011

(Published in the Topeka Metro News ____)

ORDINANCE NO. ________

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley relating to the vacation of platted public street and alley rights-of-way on property located at 1400 SE 34th Street, City of Topeka, Shawnee County, Kansas. **(V11S/2) (Council District No. 4)**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS:

Section 1. That pursuant to the requirements of K.S.A. 12-504 as amended, a petition by Unified School District #501, as property owners, has been filed with the office of the City Clerk, requesting the vacation of the following described platted street and alley rights-of-way located within the City of Topeka, Shawnee County, Kansas:

All in The Best Subdivision, in the City of Topeka, Shawnee County, Kansas: Illinois Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue; Michigan Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue;
Wisconsin Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 35th Street, formerly Vesta Avenue; SE 34th Street, formerly Burgess Avenue, westerly from the East line of Minnesota Avenue to a line extending from the Northwest corner of Lot 51 to the Southwest corner of Lot 49, both lots on Wisconsin Avenue;
An alley between Indiana Avenue and Illinois Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue; An alley between Illinois Avenue and Michigan Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue;
An alley between Michigan Avenue and Wisconsin Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue; An alley between Wisconsin Avenue and Minnesota Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue; An alley between Wisconsin Avenue and Minnesota Avenue, extending from the South line of SE 34th Street, formerly Burgess Avenue to the North line of SE 35th Street, formerly Vesta Avenue.

Section 2. That said petition has been duly published for two (2) consecutive weeks in a newspaper of general circulation and on **November 29, 2011,** the petition is ready for determination by the Governing Body of the City of Topeka, Kansas.

Section 3. That the Governing Body of the City of Topeka, after being duly informed and hearing the evidence presented finds that:

a. Legal notice was given as required by K.S.A. 12-504 as amended.

b. No private rights will be injured or endangered by such vacation.

c. The public will suffer no loss or inconvenience by such vacation.

Section 4. That the Governing Body of the City of Topeka does hereby find that justice requires the petition of vacation be granted and does hereby order the vacation of the below described platted street and alley public rights-of-way located within the City of Topeka, Kansas:

All in The Best Subdivision, in the City of Topeka, Shawnee County, Kansas: Illinois Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue; Michigan Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue;
Wisconsin Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 35th Street, formerly Vesta Avenue; SE 34th Street, formerly Burgess Avenue, westerly from the East line of Minnesota Avenue to a line extending from the Northwest corner of Lot 51 to the Southwest corner of Lot 49, both lots on Wisconsin Avenue; An alley between Indiana Avenue and Illinois Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue; An alley between Illinois Avenue and Michigan Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue;
An alley between Michigan Avenue and Wisconsin Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue; An alley between Wisconsin Avenue and Minnesota Avenue, extending from the South line of SE 33rd Street, formerly Neil Avenue, to the North line of SE 34th Street, formerly Burgess Avenue; An alley between Wisconsin Avenue and Minnesota Avenue, extending from the South line of SE 34th Street, formerly Burgess Avenue to the North line of SE 35th Street, formerly Vesta Avenue.

Section 5. This vacation shall not effect any other underlying easements, or restrictions whether platted or by instrument.

Section 6. The City Clerk is hereby directed to certify a copy of this ordinance to the

Shawnee County Register of Deeds Office for appropriate recording.

Section 7. This ordinance shall take effect and be in force from and after its passage, approval and publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body on ____________________________.

CITY OF TOPEKA

____
William Bunten, Mayor

ATTEST:

____
Brenda Younger, City Clerk

To Be Codified ____

Not To Be Codified __X

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 15, 2011

Back Print

DATE:	**November 29, 2011**		
CONTACT PERSON:	**Councilmember Andrew Gray**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**Domestic Partnership Registry**	**PROJECT #:**	
CATEGORY/SUBCATEGORY			
CIP PROJECT:	**No**		
ACTION OF COUNCIL:	**11-15-11 First Reading.**	**JOURNAL #:**	**11**
		PAGE #:	

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Councilmember Andrew Gray, concerning domestic partnership registry by creating new chapter 9.60 of the City of Topeka Municipal Code. Final Reading.

(Establishing a policy and process concerning domestic partnership registry for residents of the City of Topeka.)

POLICY ISSUE:

Whether or not to establish a policy and process concerning domestic partnership registry for residents of the City of Topeka.

STAFF RECOMMENDATION:

BACKGROUND:

The ordinance will allow domestic partners to register their relationship with the City of Topeka which will validate nontraditional relationships. Approval of this ordinance would provide definition of the term "domestic partner"; criteria for establishing a domestic partnership; establish a registration process, procedure and fees; establish a process for removal from registry process upon death or voluntary dissolution of a partnership or failure to meet the definition of domestic partner; and establish a violation of the chapter if a person registers or attempts to register a domestic partnership without the consent of the persons to be registered.

BUDGETARY IMPACT:

Amount of revenue from registration fee to be established by the City Manager or his or her designee is unknown at this time.

SOURCE OF FUNDING:

ATTACHMENTS:

Ordinance

(Published in the Topeka Metro News ______________________________________)

ORDINANCE NO. _____________

AN ORDINANCE introduced by Councilmember Andrew Gray, concerning domestic partnership registry by creating new chapter 9.60 of the City of Topeka Municipal Code.

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

Section 1. That The Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 9.60.010, which said section reads as follows:

Definitions.

Whenever used in this chapter, the following definitions shall apply:

"Domestic partner" shall be construed to mean two individuals who are residents of the City of Topeka, as defined below, who have reached 18 years of age, who have the mental capacity to contract, and who live together in a relationship of indefinite duration, with a mutual commitment in which the partners share the necessities of life and are financially interdependent. Domestic partners are not married to another person, do not have another domestic partner and are not related by blood more closely than would bar their marriage in this state.

"Resident" shall mean a person who has established at least 60 consecutive days prior to filing a Declaration of Domestic Partnership with the office of the City designated by the City Manager, a present and fixed residence within the city limits of Topeka, Kansas where the person intends to remain for an indefinite period and to which the person intends to return following absence.

Section 2. That The Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 9.60.020, which said section reads as follows:

Criteria for establishing a domestic partnership.

The following criteria must be met for two individuals to be considered domestic partners for the purposes of registering the partnership with the City of Topeka:

(a) Both individuals are residents of the City of Topeka.

(b) Both individuals share a common permanent residence. It is not necessary that the legal right to possess the common residence be in both of the individual's names.

(c) Both individuals agree to be in a relationship of mutual interdependence.

(d) Both individuals contribute to the maintenance and support of the household. The individuals are not required to contribute equally to the household.

(e) Neither individual is married to a third individual or a member of a domestic partnership with a third individual.

(f) Each individual is 18 years of age or older.

(g) Each individual has the mental capacity to contract.

(h) The two individuals are not related by blood in a way that would prevent them from being married to another in this State.

(i) Both individuals agree to file a Declaration of Domestic Partnership with the City pursuant to this chapter.

Section 3. That The Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 9.60.030, which said section reads as follows:

Registration.

(a) Two persons seeking to register as domestic partners may complete and file a Declaration of Domestic Partnership with an office of the City designated by the City Manager.

(b) No individual who has previously filed a Declaration of Domestic Partnership in this City may file a new Declaration of Domestic Partnership until at least ninety (90) days after the date that a Request for Removal from the Domestic Partnership Registry was filed with the City under this chapter. This prohibition does not apply if the previous domestic partnership ended because one of the partners died.

Section 4. That The Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 9.60.040, which said section reads as follows:

Procedure and fees.

(a) The City Manager shall develop procedures and standard forms for the “Registration of Domestic Partnership” and “Notice of Removal from the Domestic Partnership Registry”.

(b) The City Manager, or his or her designee, shall determine a reasonable fee based upon the cost of processing the forms and the City shall charge these fees to the persons filing a Declaration of Domestic Partnership. No fee shall be charged for filing a Request for Removal from the Domestic Partnership Registry.

(c) The City shall maintain the registry based upon the information provided by the individuals filing the Declaration of Domestic Partnership. The City shall have no duty to independently verify the information provided by the individuals filing the Declaration of Domestic Partnership.

Section 5. That The Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 9.60.050, which said section reads as follows:

Removal from registry; Death or voluntary dissolution of partnership.

(a) Reasons. A domestic partnership registered with the City shall be removed from the registry for the following reasons:

(1) One of the partners dies and the City is notified thereof; or

(2) A Request for Removal from the Domestic Partner Registry has been filed by one or both of the individuals registered as domestic partners with the City.

(b) Procedure. A domestic partnership registered with the City shall be removed from the registry in accordance with the following procedures:

(1) Within ninety (90) days of the dissolution of the domestic partnership, at least one former partner shall file a Request for Removal from the Domestic Partner Registry with an office of the City designated by the City Manager pursuant to procedures adopted by the City Manager. Upon receipt, the City shall provide the domestic partner who filed the Request for Removal from the Domestic Partner Registry with two copies of the Request marked "filed." Unless the partners jointly file the Request, the partner filing the Request, shall within five days send a copy of the filed Request to the other partner's last known address. This notice requirement does not apply if the removal request is due to a death of one of the domestic partners.

(2) The request shall be effective upon filing the Request for Removal from the Domestic Partner Registry with the City by one or both partners or on the date of the death of one.

(3) A former domestic partner who has given a copy of the Declaration of Domestic Partnership to any third party to qualify for any benefit or right and whose receipt of that benefit or enjoyment of that right has not otherwise terminated, shall notify the third party in writing of the Request for Removal from the Domestic Partner Registry, at the last known address of the third party.

(4) Failure to provide third-party notice required in subsection 3 shall not delay or prevent the removal of the domestic partnership from the registry. The City shall have no duty to provide notice to third parties.

Section 6. That The Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 9.60.060, which said section reads as follows:

Removal from registry; Failure to meet definition.

If it appears based upon a preponderance of the evidence that one or both of the partners in a registered domestic partnership no longer meets the definition of a domestic partner under this chapter, the City shall, after notice and an opportunity to be heard, remove the partnership from the Registry. The City Manager shall develop procedures for the implementation of this Section.

Section 7. That The Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 9.60.070, which said section reads as follows:

Legal effect.

Registration pursuant to this Chapter creates no legal rights, other than the right to have the registered domestic partnership included in the City's Domestic Partner Registry pursuant to this Chapter. No parties are prohibited from extending rights or benefits to persons listed in the Domestic Partner Registry.

Section 8. That The Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 9.60.080, which said section reads as follows:

Other applicable laws.

This Chapter shall not be interpreted nor construed to permit the recognition of a relationship that is otherwise prohibited by State law.

Section 9. That The Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 9.60.090, which said section reads as follows:

Registering a partnership without the individual' consent.

No person shall register or attempt to register a domestic partnership pursuant to the Chapter without the consent of the persons to be registered. Any person who is convicted of a violation of this section shall be guilty of a misdemeanor, and shall be punished by a fine of not less than $500 or a jail term of not less than 30 days, or both such fine and jail term.

Section 10. That The Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 9.60.100, which said section reads as follows:

Severability.

If any provision, clause, sentence or paragraph of this Chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Chapter which can be given effect without the invalid provision or application, and to this end the provisions of this Chapter are declared to be severable.

Section 11 This ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper.

Section 12. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 13. Should any section, clause or phrase of this ordinance be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

PASSED AND APPROVED by the City Council on ________________________.

CITY OF TOPEKA, KANSAS

____
William W. Bunten, Mayor

ATTEST:

____
Brenda Younger, City Clerk

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 15, 2011

Back Print

DATE:	**November 29, 2011**		
CONTACT PERSON:	**Councilmember Richard Harmon**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**cooperative agreements**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**020 Resolutions / 005 Miscellaneous**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:	**7/19/11 Referred to PF Committee. 9/20/11 Referred to PF Committee**	**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by Councilmember Richard Harmon establishing an analytical framework for elected leaders and staff to work with other taxing authorities in developing cooperative arrangements. *(Referred to the Policy and Finance Committee from the meeting of September 20, 2011.) (Added to the agenda pursuant to Topeka City Council Rules and Procedures 7.1f (ii).)*

(Approval would establish a framework by which discussions could ensue between the City of Topeka and other taxing entities in working toward cooperative arrangements.)

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

Item #14

SOURCE OF FUNDING:

ATTACHMENTS:

Resolution

RESOLUTION NO. ___________

A RESOLUTION introduced by Councilman Harmon establishing an analytical framework for elected leaders and staff to work with other taxing authorities in developing cooperative arrangements.

WHEREAS, the efficient and effective delivery of certain local governmental services may be best achieved by cooperative arrangements, including consolidation, merger, and inter-local agreements, between and among local taxing entities or functional units of government; and

WHEREAS, as opportunities for cooperative arrangements arise, consideration should be given to the following:

- Clarity of purpose as to why a cooperative arrangement is being pursued,
- Solid factual analysis supporting such a cooperative arrangement, i.e. capacity for change, current performance standards, and required investments in time and resources, and
- Definition of how such a cooperative arrangement is to be considered successful; and

WHEREAS, the goals of any cooperative arrangement should, at a minimum, achieve the following:

- Reduction/elimination of duplicate services and personnel,
- Improvement of tax efficiency and tax equity,
- Enhancement of delivery of programs and services,
- Real and meaningful accountability to taxpayers and consumers, and
- Public input by taxpayers and consumers of such services in developing the cooperative arrangements.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS, that it hereby adopts the following analytical parameters in considering cooperative arrangements between and among the City of Topeka and other local taxing entities or functional units of government:

1. Side-by-side comparisons of both departments or functional units, in terms of:
   a. Personnel: Number (full or part-time), salary and benefits, collective bargaining agreements, areas of responsibility and duties, organizational charts.
   b. Budget: Previous five years' adopted budgets, including identification of all sources of revenue, e.g. mill levy, special funds, internal and external fees, sales tax, PILOT, etc.
   c. Debt: Identification of all current long-term indebtedness, maturity, annual debt service, source of payment.
   d. Assets: Description of all assets, denoting real and personal; fair market value of such assets; depreciation schedules; identification of any acquisition indebtedness; identification of deed restrictions or restrictive covenants.
   e. Programs/Services: Description of all programs and/or services, describing the constituencies, customers and consumers of such programs and services.
   f. Contractual obligations: Length, terms, and purposes of contracts; potential for assumption of contract, etc.
2. Identification of duplication of personnel costs, assets, and programs/services, if any.

3. Identification of cost savings to be achieved by a cooperative arrangement, if any.

4. Identification of additional costs occasioned by a cooperative arrangement, if any.

5. Whether elimination of duplicate costs, assets, and programs/services can be achieved by, and the benefits to and detriments of, the following:

    a. Inter-local agreements.

    b. Consolidation into jointly-operated department or service.

    c. Merger of department/functional group from one local taxing authority into a department/functional group of another local taxing authority.

6. Plan description for the improvement in the delivery and quality of identified services and programs.

7. Plan description for governance and jurisdictional issues.

8. Plan description for public involvement and input throughout the planning process.

9. Public vote where appropriate.

10. Timeframe for:

    a. Annual budget approval.

    b. Bargaining unit negotiating policies and procedures.

11. Previously approved long-range plans and commitments.

ADOPTED and APPROVED by the City Council ___________________________.

CITY OF TOPEKA, KANSAS

____
William W. Bunten, Mayor

ATTEST:

____
Brenda Younger, City Clerk

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 16, 2011

← Back Print

DATE:	**November 29, 2011**		
CONTACT PERSON:	**Pam Simecka/kej**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**Weekly Expenditures**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**014 Ordinances – Non-Codified / 005 Miscellaneous**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, allowing and approving City expenditures for the period of October 31, 2011 through November 13, 2011, and enumerating said expenditures therein. First and Final Reading.

POLICY ISSUE:

Approve and allow weekly payments of valid operating expenditures, pursuant to Resolution No. 7607.

STAFF RECOMMENDATION:

Adopt as presented.

BACKGROUND:

Pursuant to Resolution No. 7607, adopted on April 12, 2005, which provides authorization to pay for certain expenditures prior to approval by the Council in an expenditure ordinance, the expenditures being authorized by this ordinance have been previously paid, in accordance with established procedures and policies for such payments.

BUDGETARY IMPACT:

Approved expenditures for the period October 31, 2011 through November 13, 2011, in the amount of $8,021,223.95.

SOURCE OF FUNDING:

Appropriated funds and fees-for-service revenues of various City departments.

ATTACHMENTS:

Item #15

Weekly Expenditures

DETAIL REPORT AP WEEK ENDING 11/13/11

DETAIL REPORT CB55 WEEK ENDING 11/6/11

DETAIL REPORT CB55 WEEK ENDING 11/13/10

(Published in the Topeka Metro News ____)

ORDINANCE NO. _________________

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, allowing and approving City expenditures for the period of October 31, 2011, through November 13, 2011, and enumerating said expenditures herein.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS:

Section 1. All expenditures made or authorized to be made by issuance of checks or electronic transfers as enumerated herein, are in accordance with City of Topeka Resolution No. 7607.

Section 2. The claims and expenditures listed in Exhibit A, which is on file in the City Council Office and the City Clerk's Office and incorporated herein by said reference, are hereby allowed and approved for payment.

Section 3.

Total of 351 vendor checks written this period	2,071,079.85
Total vendor payments voided in this period (net)	00.00
Total of 354 electronic transfers to vendors this period	3,347,100.16
Total net payroll to employees this period	1,640,271.20
Total payroll related electronic transfers this period	962,772.74
Total for expenditures in this period	$8,021,223.95

Section 4. This ordinance shall take effect and be in force after its passage, approval and publication in the official city newspaper.

PASSED and APPROVED by the City Council ____________________________.

ATTEST:

____
William W. Bunten, Mayor

____
Brenda Younger, City Clerk

COUNCIL REPORT OF VENDOR PAYMENTS

Between 10/31/2011 and 11/13/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
Electronic Payments					
16379	11/01/2011	AAA ALLIED GROUP INC	22		**385.00**
263143	12111			38.50	
266245	12111			38.50	
266246	12111			38.50	
266247	12111			38.50	
266374	12111			38.50	
259357	12111			38.50	
264458	12111			38.50	
243915	12111			38.50	
243916	12111			38.50	
243917	12111			38.50	
16380	11/01/2011	HELPING HANDS HUMANE SOCIETY I	2183		**6,524.60**
12531 JUL 11	12531			6,524.60	
16381	11/01/2011	KEY STAFFING INC	2849		**750.00**
3015783	14690			750.00	
16382	11/01/2011	SAMPLE JR, ROBERT G	4356		**1,250.00**
11	12770			1,250.00	
16383	11/01/2011	UMB BANK NA	5127		**53,054.34**
PCARD10282011				53,054.34	
16384	11/01/2011	BETZ, KENNEE	471		**700.00**
COL103-1111		S+C Nov 2011 Payment		700.00	
16385	11/01/2011	C J WRIGHT INC	7377		**302.00**
WRI107-1111		S+C Nov 2011 Payment		302.00	
16386	11/01/2011	COZY HOME RENTAL MGMT LLC	1155		**2,985.00**
AND101-1111		S+C Nov 2011 Payment		343.00	
BAR100-1111		S+C Nov 2011 Payment		281.00	
BUR101-1111		S+C Nov 2011 Payment		475.00	
EDM1038-1111		S+C Nov 2011 Payment		395.00	
FRE1039-1111		S+C Nov 2011 Payment		385.00	
KEN101-1111		S+C Nov 2011 Payment		456.00	
KOZ1041-1111		S+C Nov 2011 Payment		385.00	
SAN1043-1111		S+C Nov 2011 Payment		265.00	
16387	11/01/2011	DENNIS D STAFFORD	6359		**435.00**
WAS110-1111		S+C Nov 2011 Payment		435.00	
16388	11/01/2011	DIX, TAYLOR F KERN	7976		**765.00**
WAL105-1111		S+C Nov 2011 Payment		765.00	
16389	11/01/2011	DONALD JOSEPH	6402		**256.00**
ROL1052-1111		S+C Nov 2011 Payment		256.00	
16390	11/01/2011	DUNCAN, CLAUDE	1442		**645.00**
BOX1089-1111		S+C Nov 2011 Payment		352.00	
SPA1055-1111		S+C Nov 2011 Payment		293.00	
16391	11/01/2011	HAYNES, EDWARD L	6967		**525.00**
SMI1094-1111		S+C Nov 2011 Payment		525.00	
16392	11/01/2011	ESTATE OF RICHARD D ROSE	8034		**1,121.00**
BRO112-1111		S+C Nov 2011 Payment		471.00	
CUL102-1111		S+C Nov 2011 Payment		650.00	
16393	11/01/2011	MARINER, FAAMANUIAGA T	6387		**1,054.00**
PER108-1111		S+C Nov 2011 Payment		429.00	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 10/31/2011 and 11/13/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
REI110-1111		S+C Nov 2011 Payment		625.00	
16394	11/01/2011	GARNER REMODELING	1843		**4,799.00**
BEN108-1111		S+C Nov 2011 Payment		343.00	
BEV1068-1111		S+C Nov 2011 Payment		314.00	
CAL1070-1111		S+C Nov 2011 Payment		248.00	
COR105-1111		S+C Nov 2011 Payment		343.00	
JAM1010-1111		S+C Nov 2011 Payment		475.00	
MAR0810-1111		S+C Nov 2011 Payment		150.00	
RIL105-1111		S+C Nov 2011 Payment		321.00	
SCO101-1111		S+C Nov 2011 Payment		370.00	
STA105-1111		S+C Nov 2011 Payment		844.00	
TAL-1073-1111		S+C Nov 2011 Payment		343.00	
TEV1074-1111		S+C Nov 2011 Payment		315.00	
THO106-1111		S+C Nov 2011 Payment		258.00	
VEN0810-1111		S+C Nov 2011 Payment		475.00	
16395	11/01/2011	GEARY, LEE A	1857		**625.00**
BRO1075-1111		S+C Nov 2011 Payment		625.00	
16396	11/01/2011	GLENN OAKS CITY CENTRE LP	1903		**690.00**
BRI106-1111		S+C Nov 2011 Payment		365.00	
WHT0810-1111		S+C Nov 2011 Payment		325.00	
16397	11/01/2011	HD GERLACH REALTY	2145		**3,293.00**
AND1081-1111		S+C Nov 2011 Payment		221.00	
BEL1083-1111		S+C Nov 2011 Payment		136.00	
JOH103-1111		S+C Nov 2011 Payment		435.00	
JOH1085-1111		S+C Nov 2011 Payment		183.00	
LUT103-1111		S+C Nov 2011 Payment		445.00	
ROB101-1111		S+C Nov 2011 Payment		337.00	
SCH1087-1111		S+C Nov 2011 Payment		216.00	
SMI1088-1111		S+C Nov 2011 Payment		318.00	
STA1089-1111		S+C Nov 2011 Payment		315.00	
WIL1090-1111		S+C Nov 2011 Payment		395.00	
WIL1091-1111		S+C Nov 2011 Payment		292.00	
16398	11/01/2011	HAINES, JARED	7736		**410.00**
BRO110-1111		S+C Nov 2011 Payment		410.00	
16399	11/01/2011	MCKAY, JAMES E	6351		**438.00**
THO107-1111		S+C Nov 2011 Payment		438.00	
16400	11/01/2011	MTJ PROPERTIES LLC	3563		**5,716.00**
ABB110-1111		S+C Nov 2011 Payment		432.00	
BAK1011-1111		S+C Nov 2011 Payment		334.00	
BIN1012-1111		S+C Nov 2011 Payment		617.00	
JON101-1111		S+C Nov 2011 Payment		535.00	
JUD1019-1111		S+C Nov 2011 Payment		628.00	
MAT101-1111		S+C Nov 2011 Payment		350.00	
MCI1020-1111		S+C Nov 2011 Payment		535.00	
PRO1021-1111		S+C Nov 2011 Payment		343.00	
ROB102-1111		S+C Nov 2011 Payment		337.00	
SHA101-1111		S+C Nov 2011 Payment		535.00	
WAR106-1111		S+C Nov 2011 Payment		535.00	
WEN103-1111		S+C Nov 2011 Payment		535.00	
16401	11/01/2011	PARADISE PLAZA I LLC	3813		**737.00**
HUG107-1111		S+C Nov 2011 Payment		232.00	
JOH115-1111		S+C Nov 2011 Payment		505.00	
16402	11/01/2011	PARADISE PLAZA II LLC	3814		**833.00**
ARC1040-1111		S+C Nov 2011 Payment		55.00	
KNI106-1111		S+C Nov 2011 Payment		445.00	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
REA1040-1111		S+C Nov 2011 Payment		333.00	
16403	11/01/2011	POTTS, GERALD	6378		**600.00**
WIL1047-1111		S+C Nov 2011 Payment		600.00	
16404	11/01/2011	RENT TOPEKA HOMES	4175		**500.00**
ACU107-1111		S+C Nov 2011 Payment		500.00	
16405	11/01/2011	ROBBINS, IAN	4232		**550.00**
TIG101-1111		S+C Nov 2011 Payment		550.00	
16406	11/01/2011	ROBERT LAUCK	6390		**409.00**
WAL1099-1111		S+C Nov 2011 Payment		409.00	
16407	11/01/2011	ROC KS OAKBROOK LLC	7907		**4,609.00**
ARM1010-1111		S+C Nov 2011 Payment		327.00	
BAK1025-1111		S+C Nov 2011 Payment		440.00	
DOU101-1111		S+C Nov 2011 Payment		545.00	
HAM101-1111		S+C Nov 2011 Payment		244.00	
HAR105-1111		S+C Nov 2011 Payment		328.00	
HIL1027-1111		S+C Nov 2011 Payment		540.00	
JON1028-1111		S+C Nov 2011 Payment		330.00	
KEE1029-1111		S+C Nov 2011 Payment		117.00	
MCG1031-1111		S+C Nov 2011 Payment		440.00	
SMI110-1111		S+C Nov 2011 Payment		550.00	
WEL1035-1111		S+C Nov 2011 Payment		450.00	
WIL1036-1111		S+C Nov 2011 Payment		298.00	
16408	11/01/2011	S & K MANAGEMENT LLC	8027		**500.00**
ALL101-1111		S+C Nov 2011 Payment		500.00	
16409	11/01/2011	SARGENT APARTMENT VENTURE	7278		**1,079.00**
HAL105-1111		S+C Nov 2011 Payment		544.00	
LOR105-1111		S+C Nov 2011 Payment		535.00	
16410	11/01/2011	TRINITY PROPERTIES LLC	5098		**16,756.00**
AKI101-1111		S+C Nov 2011 Payment		655.00	
ARN101-1111		S+C Nov 2011 Payment		515.00	
AVE101-1111		S+C Nov 2011 Payment		262.00	
BAR108-DAMAGES		DAMAGES		400.00	
BEL107-1111		S+C Nov 2011 Payment		535.00	
CAR112-1111		S+C Nov 2011 Payment		129.00	
CHA102-1111		S+C Nov 2011 Payment		535.00	
CHE101-1111		S+C Nov 2011 Payment		347.00	
CHR101-1111		S+C Nov 2011 Payment		342.00	
CLA106-1111		S+C Nov 2011 Payment		463.00	
COT111-1111		S+C Nov 2011 Payment		535.00	
CUN101-1111		S+C Nov 2011 Payment		242.00	
CUN108-1111		S+C Nov 2011 Payment		535.00	
DEA107-DAMAGES		DAMAGES		400.00	
DES101-1111		S+C Nov 2011 Payment		349.00	
GRI106-DAMAGES		DAMAGES		400.00	
HAR102-1111		S+C Nov 2011 Payment		483.00	
HOU107-1111		S+C Nov 2011 Payment		830.00	
HOW101-1111		S+C Nov 2011 Payment		535.00	
JON102-1111		S+C Nov 2011 Payment		655.00	
MAN102-1111		S+C Nov 2011 Payment		343.00	
MCC101-1111		S+C Nov 2011 Payment		535.00	
MIL101-1111		S+C Nov 2011 Payment		226.00	
MOO112-1111		S+C Nov 2011 Payment		535.00	
MOR108-1111		S+C Nov 2011 Payment		378.00	
MYE101-1111		S+C Nov 2011 Payment		343.00	
NEL101-1111		S+C Nov 2011 Payment		535.00	
NIC101-1111		S+C Nov 2011 Payment		337.00	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
NOR101-1111		S+C Nov 2011 Payment		373.00	
OSB101-1111		S+C Nov 2011 Payment		343.00	
RIC0810-1111		S+C Nov 2011 Payment		148.00	
SCH110-1111		S+C Nov 2011 Payment		535.00	
SHE106-DAMAGES		DAMAGES		400.00	
SMI101-1111		S+C Nov 2011 Payment		291.00	
STA102-1111		S+C Nov 2011 Payment		331.00	
THO113-1111		S+C Nov 2011 Payment		363.00	
WAR101-1111		S+C Nov 2011 Payment		337.00	
WES101-1111		S+C Nov 2011 Payment		264.00	
WIN105-1111		S+C Nov 2011 Payment		404.00	
WYA101-1111		S+C Nov 2011 Payment		297.00	
WYL101-1111		S+C Nov 2011 Payment		291.00	
16411	11/01/2011	ULTIMATE RENTALS LLC	5125		**645.00**
MAR102-1111		S+C Nov 2011 Payment		645.00	
16412	11/01/2011	WARREN, FRANK R	5298		**363.00**
MON109-1111		S+C Nov 2011 Payment		363.00	
16413	11/01/2011	WHEAT, RANDY	5392		**1,547.00**
DEC101-1111		S+C Nov 2011 Payment		625.00	
MAR103-1111		S+C Nov 2011 Payment		432.00	
SMI103-1111		S+C Nov 2011 Payment		490.00	
16414	11/04/2011	MCANANY, VAN CLEAVE AND	6758		**2,267.87**
420731	10077			1,981.87	
421616		WCCOT2008008924		78.00	
421617		WCCOT2010009447		208.00	
16415	11/04/2011	AARON T JONES	6244		**126.50**
40836.3709		SIOUX CITY IA 10/10-14/11		126.50	
16416	11/04/2011	MEHRENS, ANDRE	7955		**440.00**
16215 1	16215			440.00	
16417	11/04/2011	ANGUIANO, JOHN P	229		**536.35**
16194 1	16194			536.35	
16418	11/04/2011	OBREGON, ANTHONY	6205		**166.82**
13756 3	13756			166.82	
16419	11/04/2011	BRADEN K PALMBERG	6269		**50.00**
15423 2	15423			50.00	
16420	11/04/2011	BRADSHAW, PAMELA L	7826		**30.80**
40834.5070		WICHITA KS 9/28-30/11		30.80	
16421	11/04/2011	HAGGARD, CHARLES D	6343		**450.00**
16202 1	16202			450.00	
16422	11/04/2011	CONKLIN, SCOTT I	1069		**96.00**
16195 1	16195			96.00	
16423	11/04/2011	CRAIG A GIFFORD	6276		**149.95**
13759 2	13759			149.95	
16424	11/04/2011	CROSS, MICHAEL P	1185		**291.60**
16196 1	16196			291.60	
16425	11/04/2011	DANIEL B WILSON	6199		**352.85**
13806 3	13806			352.85	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
16426	11/04/2011	DAVIES, DANIEL M	1263		**450.00**
16197 1	16197			450.00	
16427	11/04/2011	DONALD O'DELL	6298		**450.00**
16212 1	16212			450.00	
16428	11/04/2011	FRITZ, KATHY	1800		**5.00**
40756.5433		ADV-VIRGINA BEACH VA 10/16-19		-173.60	
40840.5808		RCN-VIRGINIA BEACH VA 10/16-19		178.60	
16429	11/04/2011	GUSTAFSON, ROSS D	2023		**250.00**
13797 2	13797			250.00	
16430	11/04/2011	HAMILTON, CHRISTOPHER A	2068		**450.00**
16198 1	16198			450.00	
16431	11/04/2011	HAYDEN, RYAN B	2133		**410.00**
13755 3	13755			410.00	
16432	11/04/2011	HEATHER STULTS-LINDSAY	6218		**54.45**
16209 1	16209			54.45	
16433	11/04/2011	JACK A SANDERS	6223		**450.00**
16217 1	16217			450.00	
16434	11/04/2011	JAMES DARIN SCOTT	6299		**450.00**
16213 1	16213			450.00	
16435	11/04/2011	JANA HARDEN	6191		**128.10**
40840.6390		MILWAUKEE WI 10/17-20/11		128.10	
16436	11/04/2011	JOHN A TRIMBLE	6230		**30.00**
13757 3	13757			30.00	
16437	11/04/2011	JUDD, JASON M	2600		**450.00**
16199 1	16199			450.00	
16438	11/04/2011	JUDD, JASON M	2600		**126.50**
40836.3617		SIOUX CITY IA 10/10-14/11		126.50	
16439	11/04/2011	JOYCE, JUSTIN M	7205		**120.00**
13814 3	13814			120.00	
16440	11/04/2011	LOW, KIPP	6292		**450.00**
16210 1	16210			450.00	
16441	11/04/2011	LAWLER, KENNETH	2989		**320.00**
13802 2	13802			320.00	
16442	11/04/2011	LEWIS, GAIL	3050		**30.80**
40834.5144		WICHITA KS 9/28-30/11		30.80	
16443	11/04/2011	MACKEY, JACKIE B	3166		**445.95**
16216 1	16216			445.95	
16444	11/04/2011	MANUEL J MUNOZ	6253		**450.00**
16218 1	16218			450.00	
16445	11/04/2011	MARK R GRAYSON	6296		**450.00**
16201 1	16201			450.00	
16446	11/04/2011	MCLAUGHLIN, PATRICK M	3311		**120.00**

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
13764 3	13764			120.00	
16447	11/04/2011	PATRICK A SALMON	6255		**365.00**
16211 1	16211			365.00	
16448	11/04/2011	PINKLEY, LISA G	3939		**20.40**
MILEAGE REIMB-1		WCCOT2010009533		20.40	
16449	11/04/2011	RICHARD G HUNDERTFUND	6284		**133.00**
16200 1	16200			133.00	
16450	11/04/2011	RUSSELL T KLUMPP	6250		**128.10**
40840.6565		MILWAUKEE WI 10/17-20/11		128.10	
16451	11/04/2011	SLOAN, MICHAEL D	4609		**5.00**
40756.5434		ADV-VIRGINIA BEACH VA 10/16-19		-173.60	
40840.5785		RCN-VIRGINIA BEACH VA 10/16-19		178.60	
16452	11/04/2011	SMITH, ROGER A	4636		**450.00**
16207 1	16207			450.00	
16453	11/04/2011	TERESA L PETERS	6342		**81.60**
13812 2	13813			81.60	
16454	11/04/2011	TRACY W MCCAMURY	6248		**112.10**
13809 2	13809			112.10	
16455	11/04/2011	MAGEE, TYLER F	7953		**450.00**
16214 1	16214			450.00	
16456	11/04/2011	WING, TIMOTHY L	5493		**316.61**
16208 1	16208			316.61	
16457	11/04/2011	AAA ALLIED GROUP INC	22		**577.50**
266375	12111			38.50	
266376	12111			38.50	
259362	12111			38.50	
259363	12111			38.50	
259364	12111			38.50	
259365	12111			38.50	
264459	12111			38.50	
264460	12111			38.50	
264502	12111			38.50	
243918	12111			38.50	
243919	12111			38.50	
243920	12111			38.50	
245158	12111			38.50	
245200	12111			38.50	
245251	12111			38.50	
16458	11/04/2011	AMERIPRIDE	197		**419.07**
2300081982	12841			77.59	
2300082676	12299			25.50	
2300083301	12299			35.00	
2300083307	12299			15.95	
2300083314	12841			4.98	
2300083315	12841			52.63	
2300083316	12841			138.64	
2300083317	12841			68.78	
16459	11/04/2011	BARTLETT & WEST ENGINEERS	391		**71,758.53**
730031975	14374			43,758.53	
730031979	14374			28,000.00	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
16460	11/04/2011	BINSWANGER ENTERPRISES LLC	7825		**197.16**
I593032283	15267			197.16	
16461	11/04/2011	BLUE CROSS BLUE SHIELD INC	528		**152,683.64**
W/E 11/1/11	DE			152,683.64	
16462	11/04/2011	BRENNTAG MID SOUTH	607		**4,108.74**
BMS102989	12756			4,108.74	
16463	11/04/2011	CODE PUBLISHING COMPANY	999		**815.10**
39238	16240			815.10	
16464	11/04/2011	COLLECTION BUREAU OF KANSAS IN	1023		**4,103.67**
1330	12448			2,201.33	
1333	12811			1,902.34	
16465	11/04/2011	COMITER, CARLA J	1043		**180.00**
W66	12610			180.00	
16466	11/04/2011	COOK FLATT & STROBEL ENGINEERS	1089		**21,663.42**
30766	549112			6,267.00	
30767	549113			6,491.50	
30791	12318			3,251.95	
30792	11983			4,322.26	
30793	12418			1,330.71	
16467	11/04/2011	CORNERSTONE OF TOPEKA INC	1116		**2,300.00**
4387	15464			2,300.00	
16468	11/04/2011	CROSS MIDWEST TIRE INC	1183		**317.25**
20157037	12209			285.75	
20158392	12209			31.50	
16469	11/04/2011	DANKO EMERGENCY EQUIPMENT CO	1248		**316.66**
37222	14995			316.66	
16470	11/04/2011	DEER OAKS EAP SERVICES LLC	1297		**1,365.00**
TOPEKA11 10	12476			1,365.00	
16471	11/04/2011	DELL FINANCIAL SERVICES LP	1320		**858.60**
75226353	559648			312.36	
75226356	559182			546.24	
16472	11/04/2011	DELTA DENTAL OF KANSAS INC	1323		**14,261.49**
12329 OCT 11	12329			4,239.90	
W/E 10/27/11	12329			10,021.59	
16473	11/04/2011	DESIGNED BUSINESS INTERIORS	1336		**715.49**
8502	16130			715.49	
16474	11/04/2011	DIAMOND INTERNATIONAL INC	1347		**547.90**
TI68146	12210			51.13	
TI68216	12210			30.49	
TI68241	12210			15.24	
TI68244	12210			18.28	
TI68259	12210			69.30	
TI68263	12210			6.60	
TW52908	12210			356.86	
16475	11/04/2011	DOWNTOWN TOPEKA INC	1408		**4,444.92**
12860 20	12860			4,444.92	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
16476	11/04/2011	DRAIN SMART	1414		**4,900.00**
16056	16056			4,900.00	
16477	11/04/2011	ELITE CONCRETE	6795		**4,072.83**
79619	15090			2,586.73	
80877 B	16080			1,486.10	
16478	11/04/2011	EPCO CARBON DIOXIDE PRODUCTS	1551		**2,977.92**
129899	14541			1,493.53	
131091	14541			1,484.39	
16479	11/04/2011	HARCROS CHEMICALS INC	2090		**6,327.90**
010170002	14538			6,327.90	
16480	11/04/2011	INTERSTATE ELEVATOR INC	2438		**30.07**
8470	16188			30.07	
16481	11/04/2011	IREY, MARVIN W	2443		**33,271.77**
14630 7	14630			6,492.82	
14882 6	14882			12,408.30	
14933 7	14933			14,370.65	
16482	11/04/2011	ISS FACILITY SERVICES INC	2447		**1,399.35**
131552	14509			1,399.35	
16483	11/04/2011	ITG CONSULTING INC	2449		**8,400.00**
3123	12523			2,800.00	
3124	12523			5,600.00	
16484	11/04/2011	JOINT ECONOMIC DEVELOPMENT	6898		**720,819.83**
PAYMENT 10/27/1'	JEDO			720,819.83	
16485	11/04/2011	TATRN, JOSEPH F	7515		**329.90**
16111 PADILLA AL	16111			329.90	
16486	11/04/2011	K-5 MAINTENANCE & REPAIR LLC	2610		**225.00**
2011 7	15964			225.00	
16487	11/04/2011	KAN EQUIPMENT INC	2621		**3,531.54**
6 175648	12230			87.40	
6 175650	12230			26.85	
6 175653	12230			1.73	
6 175724	12230			1,201.62	
6 175735	12230			349.40	
6 175944	12230			106.56	
6W114231	12230			1,320.63	
6W114256	12230			437.35	
16488	11/04/2011	KANSAS CHILDRENS SERVICE	2651		**8,250.00**
13256 3	13256			8,250.00	
16489	11/04/2011	KANSAS GAS SERVICE INC	2707		**989.81**
5105057691003101	KS GAS PARKS			907.96	
5100367971003101	KS GAS WATER			81.85	
16490	11/04/2011	TJELMELAND, KYLE D	8005		**2,187.50**
101	15592			2,187.50	
16491	11/04/2011	LA POLICE GEAR	2931		**1,436.00**
1403207	15013			1,436.00	
16492	11/04/2011	LANGFORD, JAMES F	2963		**1,470.00**
16126 1	16126			1,470.00	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
16493	11/04/2011	LAWYERS TITLE OF TOPEKA INC	3002		**100.00**
IVC19798	16122			100.00	
16494	11/04/2011	LIBERTY FRUIT COMPANY INC	3057		**114.60**
687390	14231			114.60	
16495	11/04/2011	LIGHTHOUSE CONTRACTING INC	3061		**4,494.00**
14620 F	14620			4,494.00	
16496	11/04/2011	LP S EXCAVATING INC	3125		**2,239.00**
16154	16154			2,239.00	
16497	11/04/2011	MATHESON TRI-GAS INC	7179		**369.74**
03346945	12504			74.43	
03360460	12504			255.31	
03373288	14903			40.00	
16498	11/04/2011	MICHAEL & SONS INC	3377		**15,449.45**
82407	15601			2,287.65	
83192	15866			4,914.18	
83425	15868			4,633.22	
83740	15886			3,614.40	
16499	11/04/2011	NEENAN COMPANY	3649		**160.20**
S1812995 001	12453			80.10	
S1813244 001	12453			80.10	
16500	11/04/2011	O REILLY AUTO PARTS	3714		**515.88**
0152 268001	12243			5.99	
0152 269755	12243			11.75	
0152 270226	12243			55.84	
0152 270406	12243			334.25	
0152 270470	12243			72.98	
0152 270522	12243			4.82	
0152 270526	12243			11.79	
0152 270527	12243			7.63	
0152 270529	12243			-8.30	
0152 270530	12243			19.13	
16501	11/04/2011	OMB POLICE SUPPLY	3746		**789.24**
P019531500019	13226			101.52	
P019531600025	13226			687.72	
16502	11/04/2011	PERCEPTIVE SOFTWARE INC	6525		**8,600.00**
9002418113	15576			8,600.00	
16503	11/04/2011	PETERS CONSTRUCTION	3906		**4,423.20**
81425	15375			3,229.20	
82255	15511			1,194.00	
16504	11/04/2011	POLYDYNE INC	5879		**18,548.40**
638236	14542			18,548.40	
16505	11/04/2011	PROFESSIONAL ENGINEERING	4018		**11,520.00**
608753	15513			1,900.00	
608760	12621			4,840.00	
608770	13112			1,590.00	
608771	13113			1,600.00	
608772	13114			1,590.00	
16506	11/04/2011	R & R VENTURES OF TOPEKA	4065		**1,491.00**
2011 21	12459			1,491.00	

COUNCIL REPORT OF VENDOR PAYMENTS

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
16507	11/04/2011	RED THE UNIFORM TAILOR INC	4131		**17.00**
0R15045A	14855			17.00	
16508	11/04/2011	RINNER CONSTRUCTION CO INC	6581		**28,624.00**
14011 1	14011			28,624.00	
16509	11/04/2011	SAFELINE	4332		**280.00**
1830	15688			280.00	
16510	11/04/2011	SELLERS EQUIPMENT INC	4470		**6,152.65**
IC215832	12246			6,152.65	
16511	11/04/2011	SHAWNEE COUNTY DEPT OF CORRECT	4503		**71,570.48**
13078 SEP 11	13078			71,570.48	
16512	11/04/2011	SIEMENS WATER TECHNOLOGIES	4555		**6,305.76**
900419761	12731			6,305.76	
16513	11/04/2011	STAPLES CONTRACT & COMMERCIAL	4725		**6,024.75**
110783886	16008			7.50	
110783906	16016			57.48	
110783946	16017			38.50	
110784006	16019			301.82	
110784048	16018			43.97	
110801194	16044			889.70	
110801196	16045			190.31	
110821629	16055			55.69	
110821713	16054			35.90	
110821788	16059			204.05	
110822112	15921			3,711.00	
110843928	16068			209.52	
110843991	16067			242.47	
110860415	16086			36.84	
16514	11/04/2011	TOPEKA CEMETERY INC	5019		**25,000.00**
14119 3	14119			25,000.00	
16515	11/04/2011	TOPEKA TRANSMISSION SERVICE IN	5057		**26.79**
049413	12254			26.79	
16516	11/04/2011	TRUCK PARTS & EQUIPMENT INC	5102		**73.87**
298330	12255			73.87	
16517	11/04/2011	U S LIME COMPANY - ST CLAIR	5117		**15,631.68**
132681	14540			3,242.67	
132723	14540			3,123.20	
132742	14540			3,118.37	
132755	14540			6,147.44	
16518	11/04/2011	WALKER TOWEL & UNIFORM SERVICE	5266		**44.00**
1447996	12297			12.45	
1448544	12297			7.65	
1448545	12297			23.90	
16519	11/04/2011	WINGFOOT COMMERCIAL TIRE	5494		**1,486.95**
123 1040356	12261			373.68	
123 1040389	12261			1,022.51	
123 1040390	12261			90.76	
16520	11/04/2011	VALEO BEHAVIORAL HEALTH CARE I	5187		**4,201.00**
14123 QTR 2 & 3 2(	14123			4,201.00	

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Between 10/31/2011 and 11/13/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
16521	11/04/2011	PETRIK, AMANDA	7222		**323.00**
15531 1	15531			221.00	
15800 1	15800			102.00	
16522	11/04/2011	CLARK, GEORGIA	955		**195.00**
15536 1	15536			195.00	
16523	11/04/2011	WRISNER, DANIELLE	7773		**105.00**
15538 1	15538			105.00	
16524	11/04/2011	DEAN, ROBERT	1290		**20.00**
10/30/11 AVBRD		Adult Volleyball		20.00	
16525	11/04/2011	DEGENNARO, NICOLE	1306		**195.00**
15583 1	15583			195.00	
16526	11/04/2011	HACKLER, JUDY	2040		**340.00**
15532 1	15532			119.00	
15533 1	15533			221.00	
16527	11/04/2011	JARBOE-PAXSON, NICOLE	2495		**627.30**
15564 1	15564			348.00	
15566 1	15566			142.80	
15568 1	15568			136.50	
16528	11/04/2011	SUNDBYE, KELLY M	7637		**91.00**
15534 1	15534			91.00	
16529	11/04/2011	KENNEDY, BRIAN	2832		**91.00**
10/30/11 AVBBK		Adult Volleyball		91.00	
16530	11/04/2011	MUNOZ, KIMBERLEY ANN	7795		**106.83**
15546 1	15546			106.83	
16531	11/04/2011	LUTTERMAN, ERIC	3144		**39.00**
10/30/11 AVBEL		Adult Volleyball		39.00	
16532	11/04/2011	MISCHKE, CHARLENE	3468		**210.00**
15676 1	15676			210.00	
16533	11/04/2011	RUTTER, PAM	4318		**52.00**
10/30/11 AVBPR		Adult Volleyball		52.00	
16534	11/04/2011	SMITH, MIMI	4632		**741.00**
15488 1	15488			133.00	
15489 1	15489			266.00	
15673 1	15673			114.00	
15675 1	15675			228.00	
16535	11/04/2011	AFSCME MISSOURI STATE COUNCIL	83		**1,749.60**
UNA111110414283		Union Dues - AFSCME		32.40	
UNA111110414283		Union Dues - AFSCME		259.20	
UNA111110414283		Union Dues - AFSCME		518.40	
UNA111110414283		Union Dues - AFSCME		615.60	
UNA111110414283		Union Dues - AFSCME		32.40	
UNA111110414283		Union Dues - AFSCME		291.60	
16536	11/04/2011	ALLSTATE WORKPLACE DIV / SHORT	147		**2,108.00**
SD1011110414283		Short-Term Disability EE - PT		40.82	
SD1011110414283		Short-Term Disability EE - PT		17.94	
SD5011110414283		Short-Term Disability EE - AT		605.25	
SD5011110414283		Short-Term Disability EE - AT		19.50	
SD5011110414283		Short-Term Disability EE - AT		107.71	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
SD5011110414283(		Short-Term Disability EE - AT		167.71	
SD5011110414283(		Short-Term Disability EE - AT		16.90	
SD5011110414283(		Short-Term Disability EE - AT		251.56	
SD5011110414283(		Short-Term Disability EE - AT		207.82	
SD5011110414283(		Short-Term Disability EE - AT		250.66	
SD5011110414283(		Short-Term Disability EE - AT		101.67	
SD5011110414283(		Short-Term Disability EE - AT		258.45	
SD5011110414283(		Short-Term Disability EE - AT		62.01	
16537	11/04/2011	ALLSTATE WORKPLACE DIV/CANCER	148		**4,608.10**
CA1011110414283(		Cancer EE Low - PT		319.52	
CA1011110414283(		Cancer EE Low - PT		555.34	
CA1011110414283(		Cancer EE Low - PT		34.02	
CA1011110414283(		Cancer EE Low - PT		36.10	
CA1011110414283(		Cancer EE Low - PT		78.32	
CA1011110414283(		Cancer EE Low - PT		165.94	
CA1011110414283(		Cancer EE Low - PT		65.96	
CA1011110414283(		Cancer EE Low - PT		719.20	
CA1011110414283(		Cancer EE Low - PT		71.10	
CA1011110414283(		Cancer EE Low - PT		171.08	
CA1011110414283(		Cancer EE Low - PT		14.44	
CA1111110414283(		Cancer EE High - PT		369.92	
CA1111110414283(		Cancer EE High - PT		898.16	
CA1111110414283(		Cancer EE High - PT		12.28	
CA1111110414283(		Cancer EE High - PT		63.48	
CA1111110414283(		Cancer EE High - PT		100.32	
CA1111110414283(		Cancer EE High - PT		12.28	
CA1111110414283(		Cancer EE High - PT		121.48	
CA1111110414283(		Cancer EE High - PT		112.60	
CA1111110414283(		Cancer EE High - PT		397.88	
CA1111110414283(		Cancer EE High - PT		79.16	
CA1111110414283(		Cancer EE High - PT		163.80	
CA1111110414283(		Cancer EE High - PT		45.72	
16538	11/04/2011	CITY OF TOPEKA FRIENDSHIP FUND	948		**363.30**
FR1011110414283(		Friendship Fund		107.00	
FR1011110414283(		Friendship Fund		25.00	
FR1011110414283(		Friendship Fund		10.00	
FR1011110414283(		Friendship Fund		9.00	
FR1011110414283(		Friendship Fund		8.00	
FR1011110414283(		Friendship Fund		2.00	
FR1011110414283(		Friendship Fund		12.00	
FR1011110414283(		Friendship Fund		26.00	
FR1011110414283(		Friendship Fund		117.50	
FR1011110414283(		Friendship Fund		21.80	
FR1011110414283(		Friendship Fund		22.00	
FR1011110414283(		Friendship Fund		3.00	
16539	11/04/2011	FIREMENS OFF DUTY RELIEF FUND	1676		**2,752.00**
FO1011110414283(		Firefighter's Off Duty Relief		2,752.00	
16540	11/04/2011	ING AETNA FINANCIAL SERVICES	2397		**49,421.01**
DL0111110414283(		Def Comp Loan - 1		528.43	
DL0111110414283(		Def Comp Loan - 1		1,093.09	
DL0111110414283(		Def Comp Loan - 1		140.63	
DL0111110414283(		Def Comp Loan - 1		103.21	
DL0111110414283(		Def Comp Loan - 1		184.29	
DL0111110414283(		Def Comp Loan - 1		50.37	
DL0111110414283(		Def Comp Loan - 1		62.93	
DL0111110414283(		Def Comp Loan - 1		971.62	
DL0111110414283(		Def Comp Loan - 1		53.43	
DL0111110414283(		Def Comp Loan - 1		9.44	
DL0211110414283(		Def Comp Loan - 2		296.22	
DL0211110414283(		Def Comp Loan - 2		97.98	

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Between 10/31/2011 and 11/13/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
DL0211110414283(		Def Comp Loan - 2		66.63	
DL0211110414283(		Def Comp Loan - 2		108.28	
DL0211110414283(		Def Comp Loan - 2		437.14	
DL0211110414283(		Def Comp Loan - 2		166.27	
DC1011110414283		Def Comp EE - Regular Amt		6,113.58	
DC1011110414283		Def Comp EE - Regular Amt		14,602.20	
DC1011110414283		Def Comp EE - Regular Amt		250.00	
DC1011110414283		Def Comp EE - Regular Amt		1,192.69	
DC1011110414283		Def Comp EE - Regular Amt		351.54	
DC1011110414283		Def Comp EE - Regular Amt		510.00	
DC1011110414283		Def Comp EE - Regular Amt		1,172.60	
DC1011110414283		Def Comp EE - Regular Amt		641.95	
DC1011110414283		Def Comp EE - Regular Amt		14,807.59	
DC1011110414283		Def Comp EE - Regular Amt		1,672.00	
DC1011110414283		Def Comp EE - Regular Amt		2,261.50	
DC1011110414283		Def Comp EE - Regular Amt		140.00	
DC1511110414283		Def Comp EE - Regular Pct		288.09	
DC1511110414283		Def Comp EE - Regular Pct		161.20	
DC1511110414283		Def Comp EE - Regular Pct		40.18	
DC1511110414283		Def Comp EE - Regular Pct		140.56	
DC1511110414283		Def Comp EE - Regular Pct		90.05	
DC9011110414283		Def Comp ER - KP&F Rate		615.32	
16541	11/04/2011	INTERNATIONAL ASSOC OF	2424		**7,226.26**
UNI1111104142836		Union Dues - IAFF		7,240.48	
ADMIN FEE 11/4/1	PAYROLL			-14.22	
16542	11/04/2011	KANSAS ASSOC OF PUBLIC EMPLOYE	2630		**2,829.94**
UNK111110414283		Union Dues - KAPE		811.42	
UNK111110414283		Union Dues - KAPE		31.76	
UNK111110414283		Union Dues - KAPE		48.87	
UNK111110414283		Union Dues - KAPE		127.04	
UNK111110414283		Union Dues - KAPE		31.76	
UNK111110414283		Union Dues - KAPE		207.62	
UNK111110414283		Union Dues - KAPE		466.93	
UNK111110414283		Union Dues - KAPE		547.25	
UNK111110414283		Union Dues - KAPE		557.29	
16543	11/04/2011	KANSAS PAYMENT CENTER	2732		**274.70**
0000000741111041		Child Support - Amt		274.70	
16544	11/04/2011	KANSAS PAYMENT CENTER	2732		**42.94**
0000000831111041		Child Support - Amt		42.94	
16545	11/04/2011	KANSAS PAYMENT CENTER	2732		**149.08**
0000000861111041		Child Support - Amt		149.08	
16546	11/04/2011	KANSAS PAYMENT CENTER	2732		**163.43**
0000000861111041		Child Support - Amt		163.43	
16547	11/04/2011	KANSAS PAYMENT CENTER	2732		**230.84**
0000000961111041		Child Support - Amt		230.84	
16548	11/04/2011	KANSAS PAYMENT CENTER	2732		**190.21**
0000001141111041		Child Support - Amt		190.21	
16549	11/04/2011	KANSAS PAYMENT CENTER	2732		**510.16**
0000001191111041		Child Support - Amt		510.16	
16550	11/04/2011	KANSAS PAYMENT CENTER	2732		**481.53**
0000001451111041		Child Support - Amt		481.53	
16551	11/04/2011	KANSAS PAYMENT CENTER	2732		**177.75**
0000001931111041		Child Support - Amt		177.75	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
16552	11/04/2011	KANSAS PAYMENT CENTER	2732		**383.08**
0000002041111041		Child Support - Amt		383.08	
16553	11/04/2011	KANSAS PAYMENT CENTER	2732		**53.08**
0000002421111041		Child Support - Amt		53.08	
16554	11/04/2011	KANSAS PAYMENT CENTER	2732		**131.08**
0000002421111041		Child Support - Amt		131.08	
16555	11/04/2011	KANSAS PAYMENT CENTER	2732		**288.09**
0000002941111041		Child Support - Amt		288.09	
16556	11/04/2011	KANSAS PAYMENT CENTER	2732		**253.92**
0000003181111041		Child Support - Amt		253.92	
16557	11/04/2011	KANSAS PAYMENT CENTER	2732		**800.55**
0000003241111041		Child Support - Amt		800.55	
16558	11/04/2011	KANSAS PAYMENT CENTER	2732		**368.88**
0000003401111041		Child Support - Amt		368.88	
16559	11/04/2011	KANSAS PAYMENT CENTER	2732		**498.61**
0000003431111041		Child Support - Amt		498.61	
16560	11/04/2011	KANSAS PAYMENT CENTER	2732		**183.29**
0000003481111041		Child Support - Amt		183.29	
16561	11/04/2011	KANSAS PAYMENT CENTER	2732		**50.32**
0000003801111041		Child Support - Amt		50.32	
16562	11/04/2011	KANSAS PAYMENT CENTER	2732		**368.88**
0000003851111041		Child Support - Amt		368.88	
16563	11/04/2011	KANSAS PAYMENT CENTER	2732		**169.38**
0000004171111041		Child Support - Amt		169.38	
16564	11/04/2011	KANSAS PAYMENT CENTER	2732		**185.13**
0000004471111041		Child Support - Amt		185.13	
16565	11/04/2011	KANSAS PAYMENT CENTER	2732		**361.85**
0000004521111041		Child Support - Amt		361.85	
16566	11/04/2011	KANSAS PAYMENT CENTER	2732		**198.98**
0000004521111041		Child Support - Amt		198.98	
16567	11/04/2011	KANSAS PAYMENT CENTER	2732		**184.62**
0000004891111041		Child Support - Amt		184.62	
16568	11/04/2011	KANSAS PAYMENT CENTER	2732		**23.08**
0000004891111041		Child Support - Amt		23.08	
16569	11/04/2011	KANSAS PAYMENT CENTER	2732		**164.36**
0000005151111041		Child Support - Amt		164.36	
16570	11/04/2011	KANSAS PAYMENT CENTER	2732		**385.50**
0000005361111041		Child Support - Amt		385.50	
16571	11/04/2011	KANSAS PAYMENT CENTER	2732		**258.54**
0000005861111041		Child Support - Amt		258.54	
16572	11/04/2011	KANSAS PAYMENT CENTER	2732		**143.08**

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
0000005881111041		Child Support - Amt		143.08	
16573	11/04/2011	KANSAS PAYMENT CENTER	2732		**229.46**
0000006191111041		Child Support - Amt		229.46	
16574	11/04/2011	KANSAS PAYMENT CENTER	2732		**74.10**
0000006241111041		Child Support - Amt		74.10	
16575	11/04/2011	KANSAS PAYMENT CENTER	2732		**512.93**
0000006391111041		Child Support - Amt		512.93	
16576	11/04/2011	KANSAS PAYMENT CENTER	2732		**267.69**
0000006411111041		Child Support - Amt		267.69	
16577	11/04/2011	KANSAS PAYMENT CENTER	2732		**415.51**
0000006671111041		Child Support - Amt		415.51	
16578	11/04/2011	KANSAS PAYMENT CENTER	2732		**184.67**
0000007261111041		Child Support - Amt		184.67	
16579	11/04/2011	KANSAS PAYMENT CENTER	2732		**121.88**
0000007321111041		Child Support - Amt		121.88	
16580	11/04/2011	KANSAS PAYMENT CENTER	2732		**415.51**
0000007341111041		Child Support - Amt		415.51	
16581	11/04/2011	KANSAS PAYMENT CENTER	2732		**73.41**
0000007651111041		Child Support - Amt		73.41	
16582	11/04/2011	KANSAS PAYMENT CENTER	2732		**86.31**
0000007741111041		Child Support - Amt		86.31	
16583	11/04/2011	KANSAS PAYMENT CENTER	2732		**122.77**
0000007911111041		Child Support - Amt		122.77	
16584	11/04/2011	KANSAS PAYMENT CENTER	2732		**306.09**
0000008151111041		Child Support - Amt		306.09	
16585	11/04/2011	KANSAS PAYMENT CENTER	2732		**446.45**
0000008271111041		Child Support - Amt		446.45	
16586	11/04/2011	KANSAS PAYMENT CENTER	2732		**46.15**
0000008411111041		Child Support - Amt		46.15	
16587	11/04/2011	KANSAS PAYMENT CENTER	2732		**9.23**
0000008421111041		Child Support - Amt		9.23	
16588	11/04/2011	KANSAS PAYMENT CENTER	2732		**314.31**
0000008631111041		Child Support - Amt		314.31	
16589	11/04/2011	KANSAS PAYMENT CENTER	2732		**107.39**
0000008661111041		Child Support - Amt		107.39	
16590	11/04/2011	KANSAS PAYMENT CENTER	2732		**464.91**
0000009111111041		Child Support - Amt		464.91	
16591	11/04/2011	KANSAS PAYMENT CENTER	2732		**147.23**
0000009241111041		Child Support - Amt		147.23	
16592	11/04/2011	KANSAS PAYMENT CENTER	2732		**88.64**
0000009361111041		Child Support - Amt		88.64	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
16593	11/04/2011	KANSAS PAYMENT CENTER	2732		**304.15**
0000009591111041		Child Support - Amt		304.15	
16594	11/04/2011	KANSAS PAYMENT CENTER	2732		**326.87**
0000009721111041		Child Support - Amt		326.87	
16595	11/04/2011	KANSAS PAYMENT CENTER	2732		**856.88**
0000009821111041		Child Support - Amt		856.88	
16596	11/04/2011	KANSAS PAYMENT CENTER	2732		**351.80**
0000010021111041		Child Support - Amt		351.80	
16597	11/04/2011	KANSAS PAYMENT CENTER	2732		**144.51**
0000010151111041		Child Support - Amt		144.51	
16598	11/04/2011	KANSAS PAYMENT CENTER	2732		**124.15**
0000010221111041		Child Support - Amt		124.15	
16599	11/04/2011	KANSAS PAYMENT CENTER	2732		**235.92**
0000010401111041		Child Support - Amt		235.92	
16600	11/04/2011	KANSAS PAYMENT CENTER	2732		**182.83**
0000010431111041		Child Support - Amt		182.83	
16601	11/04/2011	KANSAS PAYMENT CENTER	2732		**155.54**
0000010561111041		Child Support - Amt		155.54	
16602	11/04/2011	KANSAS PAYMENT CENTER	2732		**138.50**
0000010931111041		Child Support - Amt		138.50	
16603	11/04/2011	KANSAS PAYMENT CENTER	2732		**153.69**
0000010931111041		Child Support - Amt		153.69	
16604	11/04/2011	KANSAS PAYMENT CENTER	2732		**392.43**
0000011291111041		Child Support - Amt		392.43	
16605	11/04/2011	KANSAS PAYMENT CENTER	2732		**279.78**
0000011321111041		Child Support - Amt		279.78	
16606	11/04/2011	KANSAS PAYMENT CENTER	2732		**335.64**
0000011811111041		Child Support - Amt		335.64	
16607	11/04/2011	KANSAS PAYMENT CENTER	2732		**158.54**
0000011811111041		Child Support - Amt		158.54	
16608	11/04/2011	KANSAS PAYMENT CENTER	2732		**113.11**
0000011891111041		Child Support - Amt		113.11	
16609	11/04/2011	KANSAS PAYMENT CENTER	2732		**173.54**
0000011891111041		Child Support - Amt		173.54	
16610	11/04/2011	KANSAS PAYMENT CENTER	2732		**369.23**
0000011921111041		Child Support - Amt		369.23	
16611	11/04/2011	KANSAS PAYMENT CENTER	2732		**52.15**
0000011921111041		Child Support - Amt		52.15	
16612	11/04/2011	KANSAS PAYMENT CENTER	2732		**147.74**
0000011931111041		Child Support - Amt		147.74	
16613	11/04/2011	KANSAS PAYMENT CENTER	2732		**163.38**
0000011931111041		Child Support - Amt		163.38	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
16614	11/04/2011	KANSAS PAYMENT CENTER	2732		**56.31**
0000012001111041		Child Support - Amt		56.31	
16615	11/04/2011	KANSAS PAYMENT CENTER	2732		**141.27**
0000018871111041		Child Support - Amt		141.27	
16616	11/04/2011	KANSAS PAYMENT CENTER	2732		**69.23**
0000021361111041		Child Support - Amt		69.23	
16617	11/04/2011	KANSAS PAYMENT CENTER	2732		**221.61**
0000010861111041		Child Support - Amt		221.61	
16618	11/04/2011	NATIONAL GUARDIAN LIFE INSURAN	5737		**3,176.64**
VS1011110414283		Vision EE - PT		450.69	
VS1011110414283		Vision EE - PT		666.09	
VS1011110414283		Vision EE - PT		86.41	
VS1011110414283		Vision EE - PT		79.38	
VS1011110414283		Vision EE - PT		88.78	
VS1011110414283		Vision EE - PT		42.02	
VS1011110414283		Vision EE - PT		128.43	
VS1011110414283		Vision EE - PT		179.85	
VS1011110414283		Vision EE - PT		1,086.21	
VS1011110414283		Vision EE - PT		156.39	
VS1011110414283		Vision EE - PT		168.08	
VS1011110414283		Vision EE - PT		44.31	
16619	11/04/2011	SECURITY BENEFIT GROUP	5742		**18,593.30**
FC1011110414283		FSA Dependent Care EE		384.62	
FC1011110414283		FSA Dependent Care EE		19.24	
FC1011110414283		FSA Dependent Care EE		153.85	
FC1011110414283		FSA Dependent Care EE		1,357.70	
FF1011110414283		FSA Fee ER		171.00	
FF1011110414283		FSA Fee ER		171.00	
FF1011110414283		FSA Fee ER		18.00	
FF1011110414283		FSA Fee ER		21.00	
FF1011110414283		FSA Fee ER		15.00	
FF1011110414283		FSA Fee ER		21.00	
FF1011110414283		FSA Fee ER		42.00	
FF1011110414283		FSA Fee ER		27.00	
FF1011110414283		FSA Fee ER		201.00	
FF1011110414283		FSA Fee ER		42.00	
FF1011110414283		FSA Fee ER		57.00	
FF1011110414283		FSA Fee ER		9.00	
FF1011110414283		FSA Fee ER		18.00	
FM1011110414283		FSA Medical Spending EE		3,425.62	
FM1011110414283		FSA Medical Spending EE		3,939.32	
FM1011110414283		FSA Medical Spending EE		186.17	
FM1011110414283		FSA Medical Spending EE		209.88	
FM1011110414283		FSA Medical Spending EE		228.88	
FM1011110414283		FSA Medical Spending EE		532.86	
FM1011110414283		FSA Medical Spending EE		764.10	
FM1011110414283		FSA Medical Spending EE		506.83	
FM1011110414283		FSA Medical Spending EE		4,315.45	
FM1011110414283		FSA Medical Spending EE		668.09	
FM1011110414283		FSA Medical Spending EE		930.58	
FM1011110414283		FSA Medical Spending EE		157.11	
16620	11/04/2011	TOPEKA CITY EMPLOYEES CREDIT	5021		**195.00**
16155	16155			195.00	
16621	11/04/2011	UNITED WAY OF GREATER TOPEKA	5157		**562.50**
UW1011110414283		United Way		142.00	
UW1011110414283		United Way		182.50	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
UW101111041428З		United Way		4.00	
UW101111041428З		United Way		20.00	
UW101111041428З		United Way		1.00	
UW101111041428З		United Way		30.00	
UW101111041428З		United Way		35.00	
UW101111041428З		United Way		11.00	
UW101111041428З		United Way		38.00	
UW101111041428З		United Way		30.00	
UW101111041428З		United Way		63.00	
UW101111041428З		United Way		6.00	
16622	11/04/2011	ANDY SCHREINER CONSTRUCTION	224		**7,013.50**
82411	15596			2,527.00	
83387	15787			4,486.50	
16623	11/04/2011	BETTIS ASPHALT & CONSTRUCTION	470		**9,898.87**
1110 028	14820			9,898.87	
16624	11/04/2011	C-HAWKK CONSTRUCTION INC	911		**3,097.05**
14873	14130			103.60	
14875	14130			662.70	
14876	14130			620.90	
14877	14130			58.30	
14878	14130			294.00	
14879	12449			248.50	
14880	12449			74.80	
14881	15097			1,034.25	
16625	11/04/2011	CAPITAL CITY OIL CO INC	778		**32,302.44**
982500	12127			32,302.44	
16626	11/04/2011	CLAYTON PAPER & DISTRIBUTION I	965		**176.40**
031445	15357			176.40	
16627	11/04/2011	FERGUSON ENTERPRISES INC	1639		**45.08**
1705909	12685			45.08	
16628	11/04/2011	FLU CON INC	1729		**97.35**
P 79689 0	12216			97.35	
16629	11/04/2011	GRAYBAR	1977		**308.20**
956788591	12924			177.95	
956797494	12924			130.25	
16630	11/04/2011	KEY EQUIPMENT & SUPPLY CO	2847		**7,925.26**
217430	12455			955.28	
217454	12455			372.00	
217455	12455			1,336.56	
217462	12455			5,261.42	
16631	11/04/2011	LINDYSPRING WATER LLC	3071		**19.90**
647752	12407			11.90	
659395	12123			8.00	
16632	11/04/2011	MCELROY'S INC	3289		**5,048.25**
0821484 IN	13120			5,048.25	
16633	11/04/2011	SALISBURY SUPPLY COMPANY INC	4352		**586.31**
01028911	15983			11.65	
01029126	15983			20.00	
01029127	15983			54.00	
01029128	15983			85.33	
01029372	15983			70.00	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
01029597	12753			106.33	
01029598	15983			239.00	
16634	11/04/2011	SCHMIDTLEIN EXCAVATING INC	4406		**112,344.61**
10113 32	559422			112,344.61	
16635	11/04/2011	TAZCO INC	4885		**23,462.24**
65625	15192			4,388.00	
82409	15723			3,476.62	
82989	15700			3,122.38	
83179	15727			2,409.50	
83198	15745			5,968.04	
83199	15746			4,097.70	
16636	11/04/2011	TRAFFIC SIGNAL CONTROLS	5079		**720.00**
62052	15769			720.00	
16637	11/04/2011	UTILITEC	7058		**19,500.00**
1211 PA	13692			19,500.00	
16638	11/04/2011	WHITE STAR MACHINERY & SUPPLY	5408		**1,218.22**
06069426	12454			385.89	
06069549	12481			17.98	
06069602	12454			57.06	
06069603	12454			210.99	
06069646	12260			546.30	
16639	11/10/2011	CAPITAL CITY BANK	6635		**6,350.00**
16460	16460			6,350.00	
16640	11/10/2011	BRIDGES, AMANDA	7916		**118.75**
40835.3503		CHICAGO IL 10/13-16/11		118.75	
16641	11/10/2011	BENJAMIN JR, KENNETH U	6516		**238.05**
40833.5237		OVERLAND PARK KS 10/4-5/11		238.05	
16642	11/10/2011	MILLER, RONALD L	3446		**98.85**
40739.7208		ADV-CHICAGO IL 10/22-26/11		-301.75	
40844.4817		CHICAGO IL 10/22-26/11		400.60	
16643	11/10/2011	YOCKERS, SHARON	8078		**150.55**
40826.5625		OVERLAND PARK KS 10/4-5/11		150.55	
16644	11/10/2011	SPENCE, JENNIFER M	4694		**59.50**
40835.3437		CHICAGO IL 10/13-16/11		59.50	
16645	11/10/2011	STARR, MARY R	4732		**429.60**
40844.5442		ANN ARBOR MI 10/17-19/11		429.60	
16646	11/10/2011	A 1 LOCK & KEY LLC	13		**23.22**
68266	12583			23.22	
16647	11/10/2011	A-1 RENTAL INC	20		**455.00**
16919	12545			115.00	
16920	13390			255.00	
16921	14825			85.00	
16648	11/10/2011	AAA ALLIED GROUP INC	22		**2,122.00**
263065	12193			38.50	
263434	12193			38.50	
263440	12193			38.50	
265986	12111			38.50	
266172	12111			38.50	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
266379	12111			98.50	
266380	12111			98.50	
266410	12193			38.50	
266455	12111			38.50	
266457	12111			38.50	
259353	12111			38.50	
259354	12111			38.50	
259367	12111			38.50	
264507	12111			38.50	
264510	12111			38.50	
265745	12193			38.50	
184 1111	12105			650.00	
243902	12111			38.50	
243904	12193			38.50	
243926	12111			38.50	
243927	12111			38.50	
243928	12111			38.50	
243930	12111			38.50	
243932	12111			38.50	
243935	12111			38.50	
243936	12111			98.50	
243937	12111			98.50	
243938	12111			38.50	
245102	12111			38.50	
245253	12111			38.50	
245256	12111			38.50	
245259	12111			38.50	
245260	12111			38.50	
16649	11/10/2011	AMERIPRIDE	197		**1,095.95**
2300078246	15114			172.97	
2300080768	15114			168.37	
2300083300	15114			168.37	
2300084529	12841			72.55	
2300085233	12299			25.50	
2300085828	15114			172.21	
2300085829	12299			35.00	
2300085837	12299			15.95	
2300085841	12841			4.98	
2300085842	12841			52.63	
2300085843	12841			138.64	
2300085844	12841			68.78	
16650	11/10/2011	ANIMAL CLINIC OF NORTH TOPEKA	235		**6,192.65**
85528	12112			6,192.65	
16651	11/10/2011	ARMSTRONG CONSTRUCTION	255		**1,145.00**
2036	16157			1,145.00	
16652	11/10/2011	BINSWANGER ENTERPRISES LLC	7825		**25.00**
I593032508	15267			25.00	
16653	11/10/2011	BLUE CROSS BLUE SHIELD INC	528		**133,805.23**
W/E 11/811	DE			133,805.23	
16654	11/10/2011	BOETTCHER SUPPLY INC	543		**14.36**
713992 1	12200			14.36	
16655	11/10/2011	CATHOLIC CHARITIES	848		**3,807.00**
FTP3	13981			3,807.00	
16656	11/10/2011	CODE PUBLISHING COMPANY	999		**1,265.55**
39258	16243			1,265.55	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
16657	11/10/2011	COMITER, CARLA J	1043		**180.00**
W67	12610			180.00	
16658	11/10/2011	CONTINENTAL ANALYTICAL SERVICE	1081		**248.00**
137501	12696			160.00	
137559	12696			88.00	
16659	11/10/2011	CORNERSTONE OF TOPEKA INC	1116		**2,142.91**
4536	12413			2,142.91	
16660	11/10/2011	CREATIVE LANDSCAPE INC	1166		**1,352.02**
19483	13928			185.00	
19537	13928			185.00	
19691	13987			982.02	
16661	11/10/2011	CROSS MIDWEST TIRE INC	1183		**1,085.90**
20158589	12209			668.50	
20158637	12209			21.00	
20158638	12209			396.40	
16662	11/10/2011	DELTA DENTAL OF KANSAS INC	1323		**14,741.97**
W/E 11/03/11	12329			14,741.97	
16663	11/10/2011	DESIGNED BUSINESS INTERIORS	1336		**12,074.76**
8473	15484			12,074.76	
16664	11/10/2011	DIAMOND INTERNATIONAL INC	1347		**459.15**
TI68411	12210			70.64	
TW52957	12210			388.51	
16665	11/10/2011	DINKEL CONSTRUCTION INC	1362		**36,345.71**
13616 2	13616			18,984.66	
13616 3	13616			12,565.08	
13616 FINAL	13616			4,795.97	
16666	11/10/2011	EMBROIDERY PLUS	1522		**1,010.92**
30206	13397			947.00	
30212	15463			63.92	
16667	11/10/2011	EPCO CARBON DIOXIDE PRODUCTS	1551		**2,986.36**
131866	14541			1,461.17	
132269	14541			1,525.19	
16668	11/10/2011	FOLEY EQUIPMENT COMPANY INC	1734		**199.57**
PCSL0987623	12217			199.57	
16669	11/10/2011	GRAYBEAL CONSTRUCTION CO INC	1978		**288,307.61**
14441 5	14441			272,059.91	
15932 1	15932			16,247.70	
16670	11/10/2011	HALL FLOOR COVERING	2054		**2,629.00**
4714	14160			2,629.00	
16671	11/10/2011	HARCROS CHEMICALS INC	2090		**6,363.45**
010170270	14538			6,363.45	
16672	11/10/2011	HERNLY ASSOCIATES INC	2214		**695.00**
10289	15793			695.00	
16673	11/10/2011	ISS FACILITY SERVICES INC	2447		**2,194.65**
131601	12739			2,194.65	
16674	11/10/2011	ITG CONSULTING INC	2449		**7,120.00**

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3139	12523			2,000.00	
3140	12523			5,120.00	
16675	11/10/2011	JST CONSTRUCTION CO LLC	2599		**650.00**
2129	14942			650.00	
16676	11/10/2011	KAN EQUIPMENT INC	2621		**266.28**
6 175062	12230			159.58	
6 176046	12230			106.70	
16677	11/10/2011	KANSAS GAS SERVICE INC	2707		**2,292.65**
5101029401003101	KS GAS FIRE			1,073.67	
510441614144746З	KS GAS 201 TOP			47.89	
5104557811003101	KS GAS CODE			77.35	
5105050161003101	KS GAS WPC			620.52	
510732910144747(	KS GAS 1901 WE			50.13	
510000343145209	KS GAS 620 MAD			384.00	
510007702155014	KS GAS COMM CT			39.09	
16678	11/10/2011	KANSAS TURF	7216		**338.50**
1166	13830			338.50	
16679	11/10/2011	KEY STAFFING INC	2849		**750.00**
3015860	14690			750.00	
16680	11/10/2011	LANDES, DENISE	2952		**100.00**
12561 OCT 11	12561			100.00	
16681	11/10/2011	LANGFORD, JAMES F	2963		**1,230.00**
16126 2	16126			1,230.00	
16682	11/10/2011	LIBERTY FRUIT COMPANY INC	3057		**123.75**
692298	14231			123.75	
16683	11/10/2011	LIGHTHOUSE CONTRACTING INC	3061		**5,000.00**
P 16038	16038			5,000.00	
16684	11/10/2011	METROPOLITAN TOPEKA AIRPORT	3366		**1,255.37**
0022184 IN	13482			1,255.37	
16685	11/10/2011	MICHAEL & SONS INC	3377		**13,663.42**
15862	15862			10,342.40	
84379	16140			3,321.02	
16686	11/10/2011	NEKAN WEATHERPROOFING INC	3655		**4,910.00**
66594	16037			4,910.00	
16687	11/10/2011	O REILLY AUTO PARTS	3714		**86.20**
0152 271048	12243			14.40	
0152 271263	12243			15.06	
0152 271637	12243			13.71	
0152 271820	12243			37.69	
0152 271884	12243			-9.85	
0152 272110	12243			7.92	
0191 312216	12243			7.27	
16688	11/10/2011	OMB POLICE SUPPLY	3746		**144.54**
P019531500027	13226			50.76	
P019572401010	13226			93.78	
16689	11/10/2011	PEPSI COLA OF TOPEKA	3887		**623.60**
3050408	12555			290.70	
3050493	12555			332.90	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
16690	11/10/2011	PROFESSIONAL ENGINEERING	4018		**124,663.40**
608776	14568			1,125.00	
608778	14863			18,989.06	
608782	553113			3,596.80	
608783	542201			94,529.64	
608788	558118			187.50	
608789	558121			2,515.40	
608790	10098			3,720.00	
16691	11/10/2011	RAILROAD HERITAGE	4078		**23,500.00**
32667 2011	CONTRACT			23,500.00	
16692	11/10/2011	REIN, LINNEA S	4166		**391.50**
535683	12664			40.00	
535685	12664			15.50	
536922	12664			336.00	
16693	11/10/2011	SELLERS EQUIPMENT INC	4470		**13.38**
IC215868	12246			13.38	
16694	11/10/2011	SOUTHERN UNIFORM & EQUIPMENT	4672		**1,065.21**
71660	15004			1,125.21	
71660	15004			-60.00	
16695	11/10/2011	STAPLES CONTRACT & COMMERCIAL	4725		**416.84**
110883344	16102			103.87	
110895428	16044			-48.92	
110895429	16044			-110.13	
110899602	16127			21.68	
110936688	15807			175.52	
110959160	16205			274.82	
16696	11/10/2011	STEPHENS, BILL	4746		**50.00**
16190	16190			50.00	
16697	11/10/2011	SUNFLOWER PAVING INC	4815		**10,735.95**
2770	16010			4,285.00	
77798	14844			729.82	
79618	15081			3,668.50	
79620	15082			2,052.63	
16698	11/10/2011	SUPERIOR SIGNALS INC	6761		**542.00**
285508	12190			138.00	
285791	12190			404.00	
16699	11/10/2011	TOPEKA AIDS PROJECT INC	5011		**3,552.00**
13878 3	13878			3,552.00	
16700	11/10/2011	TOPEKA TRANSMISSION SERVICE IN	5057		**9.80**
049442	12254			9.80	
16701	11/10/2011	TRUCK PARTS & EQUIPMENT INC	5102		**615.23**
298496	12255			122.97	
298806	12182			93.84	
298817	12255			30.76	
298905	12255			-9.72	
298922	12182			6.76	
298940	12255			1.68	
298994	12182			368.94	
16702	11/10/2011	U S LIME COMPANY - ST CLAIR	5117		**12,875.35**
132813	14540			3,362.14	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
132834	14540			6,208.99	
132866	14540			3,304.22	
16703	11/10/2011	UMB BANK NA	5127		**41,832.07**
PCARD11042011				41,832.07	
16704	11/10/2011	VANDERBILT'S NO 6	5199		**471.97**
148399	16108			119.99	
149088	16232			211.99	
149270	12295			139.99	
16705	11/10/2011	WALKER TOWEL & UNIFORM SERVICE	5266		**256.85**
1448546	13328			15.80	
1450223	15547			96.05	
1450793	12297			12.45	
1451359	12297			7.65	
1451360	12297			23.90	
1451361	13328			15.80	
1451885	12745			16.90	
1451886	12745			2.40	
1451887	12745			27.70	
1451888	12745			3.60	
1451889	12745			15.00	
1451890	12745			11.60	
1451895	12745			8.00	
16706	11/10/2011	WEICK, DONALD J	5350		**1,368.67**
13141 OCT 11	13141			1,368.67	
16707	11/10/2011	WINGFOOT COMMERCIAL TIRE	5494		**6,120.65**
123 1040315	12261			-160.00	
123 1040385	12261			3,360.40	
123 1040407	12186			2,538.57	
123 1040437	12261			381.68	
16708	11/10/2011	YWCA OF TOPEKA	5583		**6,100.00**
13263 4	13263			4,500.00	
HY100711	13951			1,600.00	
16709	11/10/2011	MARIAN CLINIC INC	3196		**3,276.25**
6	13949			3,276.25	
16710	11/10/2011	MEDTRAK SERVICES LLC	3330		**109,343.62**
109203	12487			68,578.53	
109732	12487			38,460.66	
109733	12487			2,304.43	
16711	11/10/2011	TESKE, ALEXANDRA J	7865		**158.40**
15997 1	15997			158.40	
16712	11/10/2011	CHRISTOFFERSEN, JOSHUA	8084		**100.00**
16453	16453			100.00	
16713	11/10/2011	WHITAKER, MEGAN	7669		**500.00**
16007	16007			500.00	
16714	11/10/2011	MOORCROFT, KIM	3503		**60.00**
15907 1	15907			60.00	
16715	11/10/2011	HARSCH, RACHEL R	7194		**45.00**
16426	16426			45.00	
16716	11/10/2011	SULLIVAN, SHARON	4811		**1,500.00**

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
15994	15994			1,500.00	
16717	11/10/2011	3 M CO	4		**4,509.00**
TP16220	16032			354.00	
TP16221	16032			4,155.00	
16718	11/10/2011	ACE ELECTRIC JONES COMPANY INC	35		**2,506.24**
9468	16439			2,506.24	
16719	11/10/2011	BETTIS ASPHALT & CONSTRUCTION	470		**512,253.93**
1110 013	14388			208,211.34	
1110 017	14745			14,590.80	
1110 062	16114			11,286.87	
15179 2	15179			278,164.92	
16720	11/10/2011	C-HAWKK CONSTRUCTION INC	911		**24,076.10**
14863	14130			1,895.80	
14872	16161			16,247.60	
14874	14130			872.50	
14887	16181			708.70	
14888	16181			10.60	
14889	16181			10.60	
14890	16181			954.10	
14891	16181			2.50	
14892	16181			2,465.10	
14893	16181			214.50	
14894	16181			122.40	
14895	12449			232.90	
14896	12449			88.80	
14897	16377			250.00	
16721	11/10/2011	CAPITAL BELT & SUPPLY INC	776		**56.16**
48226	12205			49.16	
48277	12205			7.00	
16722	11/10/2011	CAPITAL CITY OIL CO INC	778		**36,346.74**
008674	12840			311.50	
983640	12127			33,630.62	
DO 167	12127			1,628.16	
DP 096	12127			776.46	
16723	11/10/2011	CHAMPION BRANDS LLC	883		**722.44**
413938	12139			185.16	
413939	12139			557.28	
70424	12139			-20.00	
16724	11/10/2011	FERGUSON ENTERPRISES INC	1639		**1,045.88**
1702245	12685			1,045.88	
16725	11/10/2011	FLU CON INC	1729		**303.91**
I 79741 0	12216			231.50	
I 79888 0	12216			72.41	
16726	11/10/2011	KEY EQUIPMENT & SUPPLY CO	2847		**142.68**
217565	12455			142.68	
16727	11/10/2011	LINDYSPRING WATER LLC	3071		**16.00**
659152	12407			8.00	
659476	12407			8.00	
16728	11/10/2011	M & M EXCAVATING	3157		**44,502.10**
0146	14173			42,437.10	
83309	15815			998.50	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
83328	15865			1,066.50	
16729	11/10/2011	NEPTUNE TECHNOLOGY GROUP INC	3658		**9,750.00**
N294739	16144			9,750.00	
16730	11/10/2011	SALISBURY SUPPLY COMPANY INC	4352		**155.21**
01029941	12245			6.14	
01030352	12873			34.08	
01031050	15983			114.99	
16731	11/10/2011	TAZCO INC	4885		**7,784.93**
82254	15517			3,780.93	
83181	15728			4,004.00	
16732	11/10/2011	WHITE STAR MACHINERY & SUPPLY	5408		**683.82**
06069963	12746			59.97	
06070132	12260			49.35	
06070167	12260			574.50	
		Total for Electronic Payments			**3,347,100.16**
Check Payments					
689863	11/01/2011	MORRIS COMMUNICATIONS	5016		**3,239.48**
100038979711093(	16171			3,239.48	
689864	11/01/2011	AREA, ROBERT E	250		**1,541.00**
FIK101-1111		S+C Nov 2011 Payment		525.00	
KEG101-1111		S+C Nov 2011 Payment		525.00	
KIT101-1111		S+C Nov 2011 Payment		491.00	
689865	11/01/2011	B & W INVESTMENT PROPERTIES	7657		**1,348.00**
JON110-1111		S+C Nov 2011 Payment		345.00	
MCL101-1011		S+C Oct 2011 Payment		128.00	
MCL101-1111		S+C Nov 2011 Payment		330.00	
MCL101-DEP		DEPOSIT		200.00	
PAT101-1111		S+C Nov 2011 Payment		345.00	
689866	11/01/2011	BENAKA, THOMAS R	436		**817.00**
SHO1023-1111		S+C Nov 2011 Payment		280.00	
SMI102-1111		S+C Nov 2011 Payment		537.00	
689867	11/01/2011	BENTWOOD PLACE APT	451		**1,354.00**
LOY101-1111		S+C Nov 2011 Payment		459.00	
MAP101-1111		S+C Nov 2011 Payment		420.00	
PEO101-1111		S+C Nov 2011 Payment		475.00	
689868	11/01/2011	BREAKTHROUGH HOUSE INC	599		**179.00**
COFF104-1111		S+C Nov 2011 Payment		179.00	
689869	11/01/2011	BRIAN CULLISS	6371		**331.00**
KIN1048-1111		S+C Nov 2011 Payment		331.00	
689870	11/01/2011	BRITTANY PLACE	626		**311.00**
GOM105-1111		S+C Nov 2011 Payment		311.00	
689871	11/01/2011	BROOKWOOD TERRACE APARTMENTS	644		**1,764.00**
GRE101-1111		S+C Nov 2011 Payment		328.00	
HAU1011-1111		S+C Nov 2011 Payment		288.00	
HEN1013-1111		S+C Nov 2011 Payment		275.00	
HUB1014-1111		S+C Nov 2011 Payment		267.00	
OLS1015-1111		S+C Nov 2011 Payment		320.00	
PFA1016-1111		S+C Nov 2011 Payment		286.00	
689872	11/01/2011	BENSON INVESTMENTS	7387		**485.00**

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
MUZ101-1111		S+C Nov 2011 Payment		485.00	
689873	11/01/2011	RASMUSSEN, CONNIE	7984		**450.00**
LIT110-1111		S+C Nov 2011 Payment		450.00	
689874	11/01/2011	CORNERSTONE APARTMENTS LP	7173		**287.00**
LAD1024-1111		S+C Nov 2011 Payment		287.00	
689875	11/01/2011	CORNERSTONE OF TOPEKA INC	1117		**2,335.00**
BRO1019-1111		S+C Nov 2011 Payment		61.00	
DEL1020-1111		S+C Nov 2011 Payment		410.00	
DON1021-1111		S+C Nov 2011 Payment		131.00	
GOO110-1111		S+C Nov 2011 Payment		244.00	
LAN1096-1111		S+C Nov 2011 Payment		335.00	
NOR1027-1111		S+C Nov 2011 Payment		385.00	
PRI1029-1111		S+C Nov 2011 Payment		470.00	
RID1031-1111		S+C Nov 2011 Payment		33.00	
SIM105-1111		S+C Nov 2011 Payment		259.00	
THO110-1111		S+C Nov 2011 Payment		7.00	
689876	11/01/2011	COX, WILLIAM	1151		**750.00**
KIM1032-1111		S+C Nov 2011 Payment		750.00	
689877	11/01/2011	CUEVAS, EMILIO	1197		**41.00**
HIG1047-1111		S+C Nov 2011 Payment		41.00	
689878	11/01/2011	DCAL LLC	1287		**241.00**
MCM101-1111		S+C Nov 2011 Payment		241.00	
689879	11/01/2011	DONALD HANRAHAN	6407		**1,560.00**
RAD1080-1111		S+C Nov 2011 Payment		392.00	
TEA101-1111		S+C Nov 2011 Payment		543.00	
TEA101-DEP		DEPOSIT		625.00	
689880	11/01/2011	DOROTHY S HILL ESTATE	1388		**525.00**
THE101-1111		S+C Nov 2011 Payment		525.00	
689881	11/01/2011	DURST RENTALS LLC	1452		**233.00**
JAC1056-1111		S+C Nov 2011 Payment		233.00	
689882	11/01/2011	ELDER, JERRY	1501		**566.00**
RAY1057-1111		S+C Nov 2011 Payment		566.00	
689883	11/01/2011	EMBASSY ASSOCIATES LP	1462		**2,901.00**
ALC1048-1111		S+C Nov 2011 Payment		510.00	
BIS1050-1111		S+C Nov 2011 Payment		525.00	
FRA101-1111		S+C Nov 2011 Payment		343.00	
MAR110-1111		S+C Nov 2011 Payment		363.00	
PEN0810-1111		S+C Nov 2011 Payment		535.00	
STO0811-1111		S+C Nov 2011 Payment		330.00	
WOE1058-1111		S+C Nov 2011 Payment		295.00	
689884	11/01/2011	FAIRLAWN PARTNERS LLC	7176		**1,754.00**
THO1065-1111		S+C Nov 2011 Payment		381.00	
FRI1060-1111		S+C Nov 2011 Payment		561.00	
HUG1061-1111		S+C Nov 2011 Payment		265.00	
RUS1062-1111		S+C Nov 2011 Payment		256.00	
SIS1063-1111		S+C Nov 2011 Payment		291.00	
689885	11/01/2011	GAMETIME LIVING	8020		**676.00**
BIL1074-1111		S+C Nov 2011 Payment		676.00	
689886	11/01/2011	GRACE, BERNARD J	1957		**438.00**

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
SPR1078-1111		S+C Nov 2011 Payment		438.00	
689887	11/01/2011	HILLMER, JOYCE	7729		**500.00**
FRE101-1111		S+C Nov 2011 Payment		500.00	
689888	11/01/2011	KANSAS GAS SERVICE INC	2708		**89.00**
CRA107-1111G		3011 SE MICHIGAN		89.00	
689889	11/01/2011	KANSAS GAS SERVICE INC	2708		**45.00**
EDM1038-1111G		1301 SW HARRISON #C22		45.00	
689890	11/01/2011	KANSAS GAS SERVICE INC	2708		**181.00**
GRI104-1111G		3213 SE BRYANT		181.00	
689891	11/01/2011	KANSAS GAS SERVICE INC	2708		**32.00**
HAY1065-1111G		3911 SE TRUMAN		32.00	
689892	11/01/2011	KANSAS GAS SERVICE INC	2708		**40.00**
JOH103-1111G		5991 SW 22ND PARK #24		40.00	
689893	11/01/2011	KANSAS GAS SERVICE INC	2708		**29.00**
KNI106-1111G		2124 SE 12TH STREET #A		29.00	
689894	11/01/2011	KANSAS GAS SERVICE INC	2708		**45.00**
KOZ1041-1111G		1307 SW HARRISON #16		45.00	
689895	11/01/2011	KANSAS GAS SERVICE INC	2708		**59.00**
MAR102-1111G		1827 NW TYLER		59.00	
689896	11/01/2011	KANSAS GAS SERVICE INC	2708		**34.00**
MCL101-1011G		816 SW POLK #7		34.00	
689897	11/01/2011	KANSAS GAS SERVICE INC	2708		**89.00**
MCL101-1111G		816 SW POLK #7		89.00	
689898	11/01/2011	KANSAS GAS SERVICE INC	2708		**165.00**
NOR1027-1111G		1402 SE 27TH STREET		165.00	
689899	11/01/2011	KANSAS GAS SERVICE INC	2708		**233.00**
RAY1057-1111G		431 NE WILSON		233.00	
689900	11/01/2011	KANSAS GAS SERVICE INC	2708		**76.00**
REE103-1111G		5529 SW 13TH STREET		76.00	
689901	11/01/2011	KANSAS GAS SERVICE INC	2708		**172.00**
SCH105-1111G		1015 SW 16TH STREET		172.00	
689902	11/01/2011	KANSAS GAS SERVICE INC	2708		**79.00**
SNO1097-1111G		1170 SW WOODHULL #13		79.00	
689903	11/01/2011	KANSAS GAS SERVICE INC	2708		**45.00**
TIG101-1111G		5212 SW 10TH STREET #5		45.00	
689904	11/01/2011	KANSAS GAS SERVICE INC	2708		**205.00**
WAL108-1111G		217 NE GRANT		205.00	
689905	11/01/2011	KANSAS GAS SERVICE INC	2708		**113.00**
WAS110-1111G		726 HACKBERRY DRIVE		113.00	
689906	11/01/2011	KANSAS GAS SERVICE INC	2708		**98.00**
WIL1047-1111G		810 SE EASTGATE		98.00	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
689907	11/01/2011	KANSAS GAS SERVICE INC	2708		**45.00**
WIL1090-1111G		5985 SW 22ND PARK #4		45.00	
689908	11/01/2011	KEY ASSOCIATES	2846		**425.00**
SNO1097-1111		S+C Nov 2011 Payment		425.00	
689909	11/01/2011	LAIRD SR, RICHARD D	6519		**600.00**
REE103-1111		S+C Nov 2011 Payment		600.00	
689910	11/01/2011	LENTZ, MARILYN	3033		**362.00**
JES101-1111		S+C Nov 2011 Payment		362.00	
689911	11/01/2011	GUERRERO II, MARIO	7150		**291.00**
ROO101-1111		S+C Nov 2011 Payment		291.00	
689912	11/01/2011	FRIEDEN, MARK C	7189		**625.00**
HAY1065-1111		S+C Nov 2011 Payment		625.00	
689913	11/01/2011	MEDFORD PROPERTY MANAGEMENT IN	6791		**334.00**
WIL104-1111		S+C Nov 2011 Payment		334.00	
689914	11/01/2011	OAKWOOD MANOR L P	3719		**174.00**
COO106-1111		S+C Nov 2011 Payment		174.00	
689915	11/01/2011	SAGGART, PAMELA	7218		**400.00**
HAR101-1111		S+C Nov 2011 Payment		400.00	
689916	11/01/2011	PARKLANE PROPERTIES LLC	3822		**465.00**
CRA107-1111		S+C Nov 2011 Payment		465.00	
689917	11/01/2011	PETERSEN, LONNIE	3909		**340.00**
SHA1042-1111		S+C Nov 2011 Payment		340.00	
689918	11/01/2011	PIONEER ADAMS TOWNE HOMES LP	6957		**776.00**
BEN1076-1111		S+C Nov 2011 Payment		342.00	
POR101-1111		S+C Nov 2011 Payment		434.00	
689919	11/01/2011	PIONEER OLDE TOWN APARTMENTS	3944		**1,042.00**
DAU0810-1111		S+C Nov 2011 Payment		275.00	
JOH1044-1111		S+C Nov 2011 Payment		97.00	
KIN106-1111		S+C Nov 2011 Payment		670.00	
689920	11/01/2011	POORE, JAY	6395		**1,078.00**
COR1046-1111		S+C Nov 2011 Payment		613.00	
SCH105-1111		S+C Nov 2011 Payment		465.00	
689921	11/01/2011	RAK INVESTMENTS II LLC	7908		**500.00**
GRI104-1111		S+C Nov 2011 Payment		500.00	
689922	11/01/2011	RENTAL MANAGEMENT SOLUTIONS LL	4176		**1,956.00**
ALE1033-1111		S+C Nov 2011 Payment		210.00	
HAR1040-1111		S+C Nov 2011 Payment		257.00	
PAR1062-1111		S+C Nov 2011 Payment		156.00	
PIK1063-1111		S+C Nov 2011 Payment		575.00	
SMA1044-1111		S+C Nov 2011 Payment		243.00	
SMI1046-1111		S+C Nov 2011 Payment		515.00	
689923	11/01/2011	RODENBAUGH, DANIEL	4261		**238.00**
HAN1069-1111		S+C Nov 2011 Payment		238.00	
689924	11/01/2011	SANTE FE PLACE APARTMENTS	4374		**574.00**
HAR1071-1111		S+C Nov 2011 Payment		266.00	
SER105-1111		S+C Nov 2011 Payment		308.00	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
689925	11/01/2011	SHAWNEE MANAGEMENT LLC	7828		**1,225.00**
HOS109-1111		S+C Nov 2011 Payment		400.00	
SCH1037-1111		S+C Nov 2011 Payment		375.00	
WAL108-1111		S+C Nov 2011 Payment		450.00	
689926	11/01/2011	SOMERSET MANAGEMENT COMPANY LL	4657		**2,357.00**
ANH1076-1111		S+C Nov 2011 Payment		232.00	
ATK1077-1111		S+C Nov 2011 Payment		425.00	
CAR108-1011		S+C Oct 2011 Payment		66.00	
CAR108-1111		S+C Nov 2011 Payment		158.00	
CAR108-DEP		DEPOSIT		300.00	
GOR101-1111		S+C Nov 2011 Payment		460.00	
HAY1093-1111		S+C Nov 2011 Payment		291.00	
PAN101-1111		S+C Nov 2011 Payment		425.00	
689927	11/01/2011	SOUTHBROOK APARTMENTS	4666		**475.00**
HER101-1111		S+C Nov 2011 Payment		475.00	
689928	11/01/2011	SOUTHBROOK II	4667		**218.00**
BEL101-1111		S+C Nov 2011 Payment		218.00	
689929	11/01/2011	ST GREGORY LLC	4712		**1,164.00**
BAL108-1111		S+C Nov 2011 Payment		283.00	
GRA0810-1111		S+C Nov 2011 Payment		266.00	
HER1094-1111		S+C Nov 2011 Payment		146.00	
MCF101-1111		S+C Nov 2011 Payment		236.00	
WAL106-1111		S+C Nov 2011 Payment		233.00	
689930	11/01/2011	TAYLOR, ELIZABETH	4881		**1,585.00**
SCO102-1111		S+C Nov 2011 Payment		515.00	
BIN101-1111		S+C Nov 2011 Payment		535.00	
CLA101-1111		S+C Nov 2011 Payment		535.00	
689931	11/01/2011	TOPEKA INVESTMENT & MGT	3168		**1,282.00**
HED103-1111		S+C Nov 2011 Payment		97.00	
PRY104-1111		S+C Nov 2011 Payment		395.00	
RIE106-1111		S+C Nov 2011 Payment		395.00	
SIE107-1111		S+C Nov 2011 Payment		395.00	
689932	11/01/2011	TOPEKA RENTALS LLC	5046		**1,669.00**
BER107-1111		S+C Nov 2011 Payment		324.00	
DOM101-1111		S+C Nov 2011 Payment		190.00	
HAG101-1111		S+C Nov 2011 Payment		322.00	
MAR1095-1111		S+C Nov 2011 Payment		308.00	
MON106-1111		S+C Nov 2011 Payment		525.00	
689933	11/01/2011	WESTAR ENERGY	5377		**3,938.00**
AKI101-1111E		2332 SE KENTUCKY		85.00	
ALL101-1111E		324 SW FRANKLIN		21.00	
ARN101-1111E		3507 SW 29TH TERR #2		35.00	
BRI106-1111E		1243 SW WESTERN A18		75.00	
BUR101-1111E		1306 SW HARRISON #9		70.00	
CRA107-1111E		3011 SE MICHIGAN		89.00	
CUL102-1111E		3623 SE 37TH STREET		92.00	
DEC101-1111E		1712 SE 23RD STREET		8.00	
FRE101-1111E		827 SW WATSON AVENUE		44.00	
FRE1039-1111E		1306 SW HARRISON #C34		110.00	
GRI104-1111E		3213 SE BRYANT		180.00	
HIL1027-1111E		3960 SW TWILIGHT CT #201		126.00	
JAM1010-1111E		105 SW HILLSDALE		100.00	
JOH103-1111E		5991 SW 22ND PARK #24		60.00	
JOH115-1111E		2143 SE 12TH STREET		64.00	
JON110-1111E		800 SW Polk #29		65.00	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
KIM1032-1111E		2749 SW BELLE		216.00	
KIN106-1111E		800SW 8TH #2		154.00	
KNI106-1111E		2124 SE 12TH STREET #A		29.00	
KOZ1041-1111E		1307 SW HARRISON #16		45.00	
LAN1096-1111E		1035 SW WOODWARD		2.00	
LUT103-1011E		2249 SW WESTPORT #5		73.00	
LUT103-1111E		2249 SW WESTPORT #5		90.00	
MAP101-1111E		426 SE ARTER #12		105.00	
MAR102-1111E		1827 NW TYLER		60.00	
MCG1031-1111E		3120 SW TWILIGHT CT #206		68.00	
MCL101-1011E		816 SW POLK #7		35.00	
MCL101-1111E		816 SW POLK #7		90.00	
MUZ101-1111E		3750 SW PARK SOUTH CT. #6		8.00	
PAT101-1111E		800 SW POLK #19		57.00	
PEO101-1111E		440 SE ARTER #3		150.00	
PIK1063-1111E		207 SE 17TH STREET		153.00	
POR101-1111E		2105 PIONEER WAY #C		70.00	
PRI1029-1111E		1645 SW WESTERN		40.00	
PRY104-1111E		1516 SW 17TH STREET #5		60.00	
REE103-1111E		5529 SW 13TH STREET		76.00	
REI110-1111E		3418 SW TARA		71.00	
RIE106-1111E		1514 SW 17TH STREET #3		60.00	
SCH1037-1111E		1015 SW GARFIELD #24		50.00	
SCH105-1111E		1015 SW 16TH STREET		172.00	
SIE107-1111E		1514 SW 17TH STREET #4		50.00	
SMI1094-1111E		1339 SW BUCHANAN #4		100.00	
SMI110-1111E		3121 SW TWILIGHT CT #203		70.00	
TIG101-1111E		5212 SW 10TH STREET #5		45.00	
WAL108-1111E		217 NE GRANT		206.00	
WAS110-1111E		726 HACKBERRY DRIVE		112.00	
WEL1035-1111E		3222 SW TWILIGHT CT. #203		56.00	
WIL1047-1111E		810 SE EASTGATE		97.00	
WIL1090-1111E		5985 SW 22ND PARK #4		44.00	
689934	11/01/2011	WOLFE, JO ANN	5517		**290.00**
ALL104-1111		S+C Nov 2011 Payment		290.00	
689935	11/01/2011	MASSEY, ZENA	7027		**322.00**
ROB105-1111		S+C Nov 2011 Payment		322.00	
689936	11/04/2011	BUTLER & ASSOCIATES PA	730		**224.06**
0000008421111041		Garnishment - Pct of Net		224.06	
689937	11/04/2011	GLENN CORNISH HANSON & KARNS	1902		**3,046.15**
31122		WCCOT2009009289		596.78	
31126		WCCOT2008008900		20.00	
31127		WCCOT2009009177		225.00	
31128		WCCOT2008009020		293.37	
31129		WCCOT2010009430		736.00	
31131		WCCOT2010009393		545.00	
31132		WCCOT2010009540		630.00	
689938	11/04/2011	H KENT HOLLINS ATTORNEY AT LAW	6502		**281.32**
0000000441111041		Garnishment - Pct of Net		281.32	
689939	11/04/2011	H KENT HOLLINS ATTORNEY AT LAW	6502		**135.10**
0000010031111041		Garnishment - Pct of Net		135.10	
689940	11/04/2011	H KENT HOLLINS ATTORNEY AT LAW	6502		**135.10**
0000010031111041		Garnishment - Pct of Net		135.10	
689941	11/04/2011	SHELOR, JERRY	4531		**50.00**
DOCKET 1054854		WCCOT2010009481		50.00	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
689942	11/04/2011	VALENTINE & ZIMMERMAN PA	5186		**290.79**
0000008061111041		Garnishment - Pct of Net		290.79	
689943	11/04/2011	VALENTINE & ZIMMERMAN PA	5186		**252.07**
0000011921111041		Garnishment - Pct of Net		252.07	
689944	11/04/2011	ALIDA MOORE APPRAISAL SERVICES	117		**500.00**
16124 FILE 10 1 09	16124			150.00	
16125 FILE 10 1 20	16125			350.00	
689945	11/04/2011	AMNIS LLC	6890		**443.93**
IN9060	12115			443.93	
689946	11/04/2011	AT&T GLOBAL SERVICES	286		**5,376.90**
SB679331	558783			4,333.89	
SW106805	558783			1,043.01	
689947	11/04/2011	AVAAP USA INC	7677		**14,700.00**
COT 2011003	16206			11,900.00	
COT 201104	16206			2,800.00	
689948	11/04/2011	BARR THORP ELECTRIC COMPANY IN	385		**2,298.65**
S1323077 001	15883			2,298.65	
689949	11/04/2011	BERKLEY RISK ADMINISTRATORS CO	458		**1,114.00**
15782 2 WC15810(	15782			1,114.00	
689950	11/04/2011	BOZARTH CHEVROLET	578		**37.14**
596772	12201			37.14	
689951	11/04/2011	BROWNS SUPER SERVICE INC	670		**800.00**
06281	12204			250.00	
06284	12204			200.00	
06371	12204			175.00	
06372	12204			175.00	
689952	11/04/2011	BUYDIG.COM	733		**1,133.75**
WX265387	15713			1,133.75	
689953	11/04/2011	C & C PRODUCE	7788		**312.00**
440913	15708			312.00	
689954	11/04/2011	CAPITOL FEDERAL SAVINGS	790		**4,293.59**
16187 WANGERIN	16187			4,293.59	
689955	11/04/2011	CBS MANHATTAN LLC	854		**1,833.48**
0606724 IN	15516			1,833.48	
689956	11/04/2011	CLEONES CUSTOM AFFORDABLE	972		**108.00**
130	16062			108.00	
689957	11/04/2011	CONRAD FIRE EQUIPMENT INC	1073		**882.98**
474044	12208			882.98	
689958	11/04/2011	CONSOLIDATED RURAL WATER	1075		**3,636.16**
13299 9	13299			3,636.16	
689959	11/04/2011	CONSOLIDATED RURAL WATER	1076		**1,154.00**
12789 SEP 11	12789			1,154.00	
689960	11/04/2011	COYOTE CANYON	1153		**41.16**
71713	12591			41.16	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
689961	11/04/2011	DENNYS RESTAURANT INC	1329		**138.63**
241012	12589			38.91	
241321	12589			37.43	
383529	12589			31.04	
384050	12589			31.25	
689962	11/04/2011	DUFFENS OPTICAL COMPANY	1429		**105.32**
312173	12623			105.32	
689963	11/04/2011	FACTORY MOTOR PARTS COMPANY	5676		**938.35**
8 500097	12262			149.11	
8 500162	12262			260.52	
8 500339	12262			92.06	
8 500393	12262			-150.00	
8 500394	12262			-35.00	
8 500435	12262			139.82	
8 500465	12262			220.15	
2 3086572	12262			41.54	
2 3090622	12262			220.15	
689964	11/04/2011	FINNEY & TURNIPSEED PA	1670		**700.00**
16246	16246			700.00	
689965	11/04/2011	GALLS INC	1829		**105.00**
511684058	15778			105.00	
689966	11/04/2011	GENERAL CHEMICAL PERFORMANCE	1864		**13,163.16**
90443818	14537			13,163.16	
689967	11/04/2011	GLORY DAYS PIZZA FLEMING PLACE	7650		**28.99**
16	14416			28.99	
689968	11/04/2011	GOLDEN CORRAL	1921		**411.60**
275318	12590			51.45	
275319	12590			30.87	
275320	12590			41.16	
275323	12590			41.16	
275324	12590			41.16	
275325	12590			41.16	
275326	12590			41.16	
275328	12590			41.16	
275339	12590			41.16	
275344	12590			41.16	
689969	11/04/2011	GREGG TIRE	1997		**136.09**
177945	12220			25.84	
178445	12220			110.25	
689970	11/04/2011	HERRMAN'S EXCAVATING INC	2218		**9,208.80**
15236 2	15236			9,208.80	
689971	11/04/2011	HW LOCHNER INC	7510		**420.00**
010050431 7	13992			420.00	
689972	11/04/2011	INNOVATIVE DATA SOLUTIONS INC	8065		**13,551.00**
4120	16153			13,551.00	
689973	11/04/2011	J G MEIER & SONS	2462		**165.00**
658645	16172			165.00	
689974	11/04/2011	JACOBSON ASBESTOS COMPANY	2487		**400.00**
25 11	16117			400.00	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
689975	11/04/2011	JAY'S UNIFORMS	2504		**109.70**
20054	13700			109.70	
689976	11/04/2011	OLSEN, JENNIFER L	7893		**34.50**
2011-25		WCCOT201000		34.50	
689977	11/04/2011	KANSAS AUDIO VIDEO	2638		**48,385.00**
6671	15387			48,385.00	
689978	11/04/2011	KANSAS AUTOMOTIVE INC	2639		**762.61**
2435354	12164			29.61	
2436280	12231			12.30	
2436862	12231			46.34	
2436943	12231			8.07	
2437097	12164			100.12	
2437208	12275			27.99	
2437220	12275			3.76	
2437264	12231			3.56	
2437285	12231			47.43	
2437339	12231			5.99	
2437350	12231			29.99	
2437373	12231			10.38	
2437485	12231			2.56	
2437534	12275			40.77	
2437541	12231			5.76	
2437573	12231			56.42	
2437771	12164			4.70	
2437797	12231			3.60	
2437826	12231			25.33	
2437830	12275			118.74	
2437852	12231			75.29	
2437860	12275			16.00	
2437872	12231			70.06	
2438048	12231			5.66	
2438298	12231			0.93	
2438318	12231			8.18	
2438509	12231			3.07	
689979	11/04/2011	KANSAS DEPARTMENT OF REVENUE	6574		**359.62**
0000005581111041		Garnishment - Pct of Net		359.62	
689980	11/04/2011	KANSAS DEPARTMENT OF REVENUE	6574		**398.89**
0000008591111041		Garnishment - Pct of Net		398.89	
689981	11/04/2011	KANSAS DEPT OF HEALTH & ENVIR	2674		**1,302.00**
W6000 JUL-SEP 11	12888			1,302.00	
689982	11/04/2011	KANSAS DEPT OF LABOR	2687		**34,865.07**
177403 3QTR 2011	UNEMPLOYMENT			34,865.07	
689983	11/04/2011	KANSAS DEPT OF REVENUE	2691		**120,890.35**
003 0230 1 0002 09	WATER PROTECTI			120,890.35	
689984	11/04/2011	LAIRD NOLLER FORD INC	2939		**1,013.16**
1090666	12236			104.88	
1090682	12236			194.87	
1090717	12236			589.90	
1090805	12236			123.51	
689985	11/04/2011	LAMP DEVELOPMENT LLC/PC911	2950		**249.90**
WEB000246	12921			249.90	
689986	11/04/2011	LOVES ENTERPRISES	3112		**1,723.00**
84791	16079			1,723.00	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
689987	11/04/2011	LOWER HEATING & A/C INC	3119		**1,135.70**
72035	14731			1,135.70	
689988	11/04/2011	MIGHTY OF NE KANSAS	3422		**97.79**
32209	12169			75.82	
32210	12282			21.97	
689989	11/04/2011	PINKLEY SALES CO	3938		**5,145.00**
17691	15446			5,145.00	
689990	11/04/2011	PLATTE COUNTY MISSOURI	8031		**152.00**
16051 DUNDERDA	16051			76.00	
16051 SCURLOCK	16051			76.00	
689991	11/04/2011	PLUMBING BY SNOOK & WARREN INC	3960		**2,115.00**
11 615	15480			2,115.00	
689992	11/04/2011	SCHENDEL SERVICES INC	4390		**196.15**
21079587	12557			196.15	
689993	11/04/2011	SPRINT	4704		**6,089.66**
986018815 047	DE			6,089.66	
689994	11/04/2011	SURPLUS PROPERTY CENTER	4835		**40.00**
26108	16043			40.00	
689995	11/04/2011	SURPLUS PROPERTY FUND	4836		**40.00**
67163	16039			40.00	
689996	11/04/2011	SYMBOLARTS	4849		**208.00**
0155638 IN	15270			208.00	
689997	11/04/2011	THE LAUNDRY CHUTE	4931		**96.15**
4993 13	12787			96.15	
689998	11/04/2011	TOPEKA POWERSPORTS INC	5042		**20,801.44**
1429813	12253			835.94	
TPD101	14657			19,965.50	
689999	11/04/2011	U S INK AND TONER INC	5116		**314.40**
6010124	16085			314.40	
690000	11/04/2011	WEIGHT WATCHERS NORTH	7994		**641.74**
WW101111041428:		Weight Watchers		437.55	
WW101111041428:		Weight Watchers		58.34	
WW101111041428:		Weight Watchers		29.17	
WW101111041428:		Weight Watchers		116.68	
690001	11/04/2011	WESTAR ENERGY	5376		**3,729.47**
005286632310.11	WESTAR			16.76	
034233470310.11	WESTAR			102.71	
173717230710.11	WESTAR			106.24	
722226176810.11	WESTAR			66.97	
978704542410.11	WESTAR			3,436.79	
690002	11/04/2011	WOOD VALLEY RACQUET CLUB & FIT	5523		**2,916.67**
41041	CONTRACT			2,916.67	
690003	11/04/2011	ANESTHESIA SERV MEDICAL GROUP	5804		**767.81**
452474		WCCOT2011009794		767.81	
690004	11/04/2011	ARC REHABILITATION SVS LLC	294		**852.30**

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
239305X32866		WCCOT2011009833		147.96	
239729X32893		WCCOT2011009833		63.77	
239949X32926		WCCOT2011009833		63.77	
240750X32983		WCCOT2011009833		63.77	
240916X33007		WCCOT2011009833		66.27	
241691X33144		WCCOT2011009833		99.20	
242027X33144		WCCOT2010009366		61.67	
242276X33162		WCCOT2011009819		129.62	
242454X33189		WCCOT2011009833		94.60	
242899X33245		WCCOT2010009366		61.67	
690005	11/04/2011	BRIER PAYNE MEADE INSURANCE IN	620		**75.00**
443565	12107			75.00	
690006	11/04/2011	CATALYSTRX COMP	847		**2,124.40**
112633886987005		WCCOT2010009430		63.30	
112633964500010		WCCOT2010009430		313.86	
112634091314014		WCCOT2006008291		15.86	
112634242907009		30496.008		45.74	
112635358004007		30496.008		141.00	
112636298866018		WCCOT2010009430		45.70	
112646562059019		WCCOT2006008478		55.23	
112675081240009		30106.014		282.47	
112706988130014		WCCOT2006008291		437.02	
112706994717013		WCCOT2006008291		203.30	
112724403635000		WCCOT2011009794		15.36	
112724406051000		WCCOT2011009794		74.19	
112724408206000		WCCOT2011009794		26.37	
112724429398000		WCCOT2011009801		39.60	
112724432516000		WCCOT2011009801		39.60	
112724437291000		WCCOT2011009801		10.18	
112724439527000		WCCOT2011009801		8.80	
112724445168000		WCCOT2011009801		44.69	
112725795452019		WCCOT2006008291		245.94	
112727846299006		WCCOT2006008478		16.19	
690007	11/04/2011	COMPTECH MEDICAL MGT INC	7253		**770.84**
00976 WCCOT2005		WCCOT2005007980		4.51	
00976 WCCOT2005		WCCOT2005008034		1.10	
00976 WCCOT2007		WCCOT2007008659		6.10	
00976 WCCOT2008		WCCOT2008008940		9.57	
00976 WCCOT2009		WCCOT2009009192		3.85	
00976 WCCOT2010		WCCOT2010009366		34.57	
00976 WCCOT2010		WCCOT2010009430		64.04	
00976 WCCOT2010		WCCOT2010009447		41.56	
00976 WCCOT2010		WCCOT2010009508		4.14	
00976 WCCOT2010		WCCOT2010009558		6.04	
00976 WCCOT2010		WCCOT2010009577		32.05	
00976 WCCOT2011		WCCOT2011009634		2.20	
00976 WCCOT2011		WCCOT2011009725		8.28	
00976 WCCOT2011		WCCOT2011009734		10.81	
00976 WCCOT2011		WCCOT2011009737		1.22	
00976 WCCOT2011		WCCOT2011009738		8.28	
00976 WCCOT2011		WCCOT2011009752		11.84	
00976 WCCOT2011		WCCOT2011009756		37.55	
00976 WCCOT2011		WCCOT2011009757		10.28	
00976 WCCOT2011		WCCOT2011009765		30.98	
00976 WCCOT2011		WCCOT2011009766		11.20	
00976 WCCOT2011		WCCOT2011009767		38.52	
00976 WCCOT2011		WCCOT2011009768		18.71	
00976 WCCOT2011		WCCOT2011009771		50.38	
00976 WCCOT2011		WCCOT2011009773		83.78	
00976 WCCOT2011		WCCOT2011009776		2.20	
00976 WCCOT2011		WCCOT2011009777		6.88	
00976 WCCOT2011		WCCOT2011009778		5.52	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
00976 WCCOT201'		WCCOT2011009779		20.20	
00976 WCCOT201'		WCCOT2011009782		4.14	
00976 WCCOT201'		WCCOT2011009786		24.86	
00976 WCCOT201'		WCCOT2011009787		7.72	
00976 WCCOT201'		WCCOT2011009794		89.27	
00976 WCCOT201'		WCCOT2011009796		25.06	
00976 WCCOT201'		WCCOT2011009797		8.27	
00976 WCCOT201'		WCCOT2011009801		8.37	
00976 WCCOT201'		WCCOT2011009803		2.09	
00976 WCCOT201'		WCCOT2011009804		5.39	
00976 WCCOT201'		WCCOT2011009819		4.69	
00976WCCOT2011		WCCOT2011009775		24.62	
690008	11/04/2011	COTTON O NEIL CLINIC	1131		**1,120.02**
6015444943		WCCOT2008008904		1,120.02	
690009	11/04/2011	KANSAS EMERGENCY SERVICES PA	7367		**668.26**
2200412987701		WCCOT2011009734		84.97	
2200415718301		WCCOT2011009786		84.97	
2200415718401		WCCOT2011009779		84.97	
2200415732601		WCCOT2011009777		84.97	
2200415802101		WCCOT2011009775		84.97	
2200415872301		WCCOT2011009838		158.44	
2200417190201		WCCOT2011009795		84.97	
690010	11/04/2011	KANSAS ORTHOPEDIC & SPORTS MED	2729		**151.10**
6015365671		WCCOT2011009733		151.10	
690011	11/04/2011	KSTAR EMERGENCY PHYSICIANS PLL	6545		**158.44**
1200398330901		WCCOT2010009606		158.44	
690012	11/04/2011	OCCU VAX LLC	3722		**2,635.00**
118046	14806			901.00	
118256	14806			1,734.00	
690013	11/04/2011	RADIOLOGY & NUCLEAR MEDICINE	4073		**160.98**
4051372851		WCCOT2011009838		19.30	
4051395365		WCCOT2011009830		16.23	
4051405147		WCCOT2011009833		11.84	
4051410718		WCCOT2011009833		8.33	
4051414194		WCCOT2011009828		91.24	
4051415251		WCCOT2011009794		14.04	
690014	11/04/2011	SAINT FRANCIS HEALTH CENTER	4338		**825.86**
4149340		WCCOT2011009737		249.04	
4158723		WCCOT2011009838		371.01	
4179006		WCCOT2011009830		148.24	
4180337		WCCOT2005007980		57.57	
690015	11/04/2011	SAINT FRANCIS PHYSICIAN CLINIC	4341		**554.08**
SFT593969		WCCOT2011009767		62.85	
SFT609852		WCCOT2011009831		104.97	
SFT609947		WCCOT2011009831		64.49	
SFT611783		WCCOT2011009831		66.47	
SFT614351		WCCOT2011009831		66.47	
SFT614556		WCCOT2011009831		92.46	
SFT618811		WCCOT2011009831		44.38	
SFT620710		WCCOT2011009817		51.99	
690064	11/04/2011	RILEY, LASHARRA	4219		**20.00**
10/30/11 ABBLR		Adult Basketball		20.00	
690065	11/04/2011	SMITH, ERNEST E	6156		**36.00**
10/30/11 ABBES		Adult Basketball		36.00	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
690066	11/04/2011	BERMAN & RABIN PA	7584		**708.23**
0000005561111041		Garnishment - Pct of Net		708.23	
690067	11/04/2011	CALIFORNIA STATE DISBURSEMENT	753		**86.54**
0000008981111041		Child Support - Amt		86.54	
690068	11/04/2011	FAMILY SUPPORT PAYMENT CENTER	6780		**225.00**
0000010271111041		Child Support - Amt		225.00	
690069	11/04/2011	FRATERNAL ORDER OF POLICEMEN	1773		**9,006.81**
UNF111110414283		Union Dues - FOP		126.46	
UNF111110414283		Union Dues - FOP		32.75	
UNF111110414283		Union Dues - FOP		8,847.60	
690070	11/04/2011	GC SERVICES, LP	7435		**227.39**
0000005681111041		Student Loan Federal - Pct		227.39	
690071	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**69.24**
0000000231111041		Bankruptcy - Amt 26 PP		69.24	
690072	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**95.00**
0000003751111041		Bankruptcy - Amt 26 PP		95.00	
690073	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**773.17**
0000003761111041		Bankruptcy - Amt 26 PP		773.17	
690074	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**330.92**
0000005271111041		Bankruptcy - Amt 26 PP		330.92	
690075	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**150.00**
0000005461111041		Bankruptcy - Amt 26 PP		150.00	
690076	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**214.61**
0000005911111041		Bankruptcy - Amt 26 PP		214.61	
690077	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**500.77**
0000006861111041		Bankruptcy - Amt 26 PP		500.77	
690078	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**276.92**
0000007051111041		Bankruptcy - Amt 26 PP		276.92	
690079	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**636.92**
0000007381111041		Bankruptcy - Amt 26 PP		636.92	
690080	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**135.00**
0000007811111041		Bankruptcy - Amt 26 PP		135.00	
690081	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**50.00**
0000000301111041		Bankruptcy - Amt 26 PP		50.00	
690082	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**58.62**
0000005771111041		Bankruptcy - Amt 26 PP		58.62	
690083	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**36.92**
0000010561111041		Bankruptcy - Amt 26 PP		36.92	
690084	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**150.70**
0000000551111041		Bankruptcy - Amt 26 PP		150.70	
690085	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**593.08**
0000001131111041		Bankruptcy - Amt 26 PP		593.08	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
690086	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**141.69**
0000011161111041		Bankruptcy - Amt 26 PP		141.69	
690087	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**296.77**
0000002321111041		Bankruptcy - Amt 26 PP		296.77	
690088	11/04/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**25.39**
0000002921111041		Bankruptcy - Amt 26 PP		25.39	
690089	11/04/2011	ROSANNE "SOTO" REYES	4283		**286.15**
0000008981111041		Child Support - Amt		286.15	
690090	11/04/2011	SUPPORT PAYMENT CLEARINGHOUSE	4831		**239.08**
0000001371111041		Child Support - Amt		239.08	
690091	11/04/2011	TEAMSTERS LOCAL UNION # 696	4892		**609.00**
UNT111110414283		Union Dues - Teamsters		609.00	
690092	11/04/2011	UNITED STATES TREASURY	5155		**893.16**
0000005581111041		Tax Levy Federal - Pct		893.16	
690093	11/04/2011	WILLIAM GRIFFIN CHAPTER 13 TRU	5446		**117.69**
0000004751111041		Bankruptcy - Amt 26 PP		117.69	
690094	11/04/2011	WILLIAM GRIFFIN CHAPTER 13 TRU	5446		**768.00**
0000007591111041		Bankruptcy - Amt 26 PP		768.00	
690095	11/04/2011	WILLIAM GRIFFIN CHAPTER 13 TRU	5446		**623.54**
0000009721111041		Bankruptcy - Amt 26 PP		623.54	
690096	11/04/2011	WILLIAM GRIFFIN CHAPTER 13 TRU	5446		**120.00**
0000008281111041		Bankruptcy - Amt 26 PP		120.00	
690097	11/04/2011	WILLIAM GRIFFIN CHAPTER 13 TRU	5446		**159.69**
0000003191111041		Bankruptcy - Amt 26 PP		159.69	
690098	11/04/2011	WISCONSIN SUPPORT COLLECTIONS	5503		**196.15**
0000019321111041		Child Support - Amt		196.15	
690099	11/04/2011	WPC LOCAL UNION	5544		**670.50**
ADMIN 11/4/11	PAYROLL			-4.50	
UNW11111041428;		Union Dues - WPC		675.00	
690100	11/04/2011	APPLIED INDUSTRIAL	245		**55.45**
47184484	12604			55.45	
690101	11/04/2011	RENSENHOUSE ELECTRIC SUPPLY	4174		**19.42**
8792 508528	12754			19.42	
690102	11/04/2011	CUES	1196		**2,532.97**
354147	12440			2,392.66	
354307	12440			140.31	
690103	11/04/2011	FASTENAL COMPANY	1619		**14.26**
KSTOP166479	12214			9.55	
KSTOP166653	12214			4.71	
690104	11/04/2011	GRAINGER	1964		**472.42**
9664096154	16053			472.42	
690105	11/04/2011	KANSAS SAND & CONCRETE	2744		**222.70**
182840	16096			222.70	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
690106	11/04/2011	MEIERS READY MIX	3338		**7,259.51**
309899	15971			305.76	
309900	12445			173.46	
309905	15971			174.66	
309961	15971			420.42	
309975	15971			1,117.93	
309980	15971			764.40	
310028	15971			343.98	
310029	15971			535.08	
310036	15971			343.98	
310038	15971			840.84	
310043	15971			343.98	
310058	15971			343.98	
310059	12445			98.22	
310086	15971			382.20	
310128	15971			305.76	
310156	15971			171.99	
310165	12445			287.11	
310181	15971			305.76	
690107	11/04/2011	MID-STATES MATERIALS LLC	3401		**551.09**
30344	12763			551.09	
690108	11/04/2011	OLDCASTLE PRECAST INC	3739		**650.00**
120021028	12456			650.00	
690109	11/04/2011	ROACH HARDWARE	4230		**96.23**
153295	12617			25.55	
153377	12617			3.68	
153392	12617			5.98	
153395	12617			17.06	
153485	15982			43.96	
690110	11/04/2011	SAFETY SUPPLIES	4336		**3,140.00**
SSI 1110112	15749			2,990.00	
SSI 111054	14983			150.00	
690111	11/04/2011	SHAWNEE COUNTY DEPT OF PUBLIC	4504		**104,045.21**
OCTOBER 2011	DE			104,045.21	
690112	11/04/2011	SHAWNEE COUNTY REFUSE DEPT	4518		**567,893.37**
OCTOBER 2011	DE			567,893.37	
690113	11/04/2011	SHAWNEE COUNTY REFUSE DEPT	7574		**144,098.97**
OCTOBER 2011	DE			144,098.97	
690114	11/10/2011	ELIZABETH M HILLER TRUST	8082		**500.00**
16308	16308			500.00	
690115	11/10/2011	CARTER, RENEE L	8093		**615.00**
16446	16446			615.00	
690116	11/10/2011	AMERICAN PRESORT	177		**9,880.87**
OCTOBER 2011	POSTAGE			9,880.87	
690117	11/10/2011	AT&T	281		**17,530.70**
OCTOBER 2011	MONTHLY PHONE			17,530.70	
690118	11/10/2011	AT&T	282		**1,073.11**
0738033665 10251	CIRCUITS			273.94	
0780773571 10251	CIRCUITS			799.17	

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690119	11/10/2011	BOZARTH CHEVROLET	578		**200.44**
597126	12201			200.44	
690120	11/10/2011	BREATHING AIR SERVICES INC	601		**1,208.50**
767	12938			1,208.50	
690121	11/10/2011	SCHMIDTLEIN, BRIAN A	7498		**75.00**
280637	15955			75.00	
690122	11/10/2011	BRIDGESTONE FIRESTONE NORTH	617		**40.00**
526 5907	12202			20.00	
526 6151	12202			20.00	
690123	11/10/2011	BROWNS SUPER SERVICE INC	670		**500.00**
06022	12204			250.00	
06538	12204			250.00	
690124	11/10/2011	CBS MANHATTAN LLC	854		**2,935.00**
0606534 IN	14358			2,935.00	
690125	11/10/2011	CDH CONSULTING LLC	7840		**500.00**
5 2011	15338			500.00	
690126	11/10/2011	CLAIBORN & ASSOCIATES INC	1742		**320.00**
13097 OCT 11	13097			320.00	
690127	11/10/2011	DENNYS RESTAURANT INC	1329		**91.20**
265021	12589			40.71	
265205	12589			50.49	
690128	11/10/2011	DOORSTEP INC	1385		**1,635.00**
14721 2011 DSP 4	14721			1,635.00	
690129	11/10/2011	EVCO WHOLESALE FOOD	1585		**288.41**
0638330	15802			288.41	
690130	11/10/2011	EXPERIAN INFORMATION SOLUTIONS	5760		**516.15**
CD1207005762	13005			464.15	
CD1207005763	13005			52.00	
690131	11/10/2011	FACTORY MOTOR PARTS COMPANY	5676		**1,221.74**
8 500609	12262			41.86	
8 500824	12188			578.43	
8 500853	12262			246.03	
8 500968	12262			22.71	
8 501041	12262			332.71	
690132	11/10/2011	FEDEX	1632		**57.38**
7 682 93926	12619			57.38	
690133	11/10/2011	GARDNER ROOFING INC	7969		**43,050.00**
3718	15790			43,050.00	
690134	11/10/2011	GENUINE PARTS COMPANY	1873		**125.06**
803673	12218			125.06	
690135	11/10/2011	GOLDEN CORRAL	1921		**103.48**
275315	12590			31.16	
275337	12590			31.16	
275338	12590			41.16	
690136	11/10/2011	GREGG TIRE	1997		**525.00**
178586	12220			525.00	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
690137	11/10/2011	HERITAGE CRYSTAL CLEAN LLC	2200		**1,515.96**
11798289	12294			378.99	
11798290	12294			378.99	
11875149	12294			378.99	
11875150	12294			378.99	
690138	11/10/2011	HERRMAN'S EXCAVATING INC	2218		**131,511.60**
10102 9	10102			14,404.05	
15237 1	15237			117,107.55	
690139	11/10/2011	HOYT'S TRUCK CENTER INC	2321		**75.00**
73659	12225			75.00	
690140	11/10/2011	JAY'S UNIFORMS	2504		**316.00**
20068	13700			316.00	
690141	11/10/2011	JEFFERSON ST HOTEL	7899		**710.00**
10/31/2011	15902			710.00	
690142	11/10/2011	JOHN HOFFER CHRYSLER PLYMOUTH	2541		**288.60**
142448	12229			288.60	
690143	11/10/2011	KANSAS ASSOC OF CODE ENFORCEME	2629		**385.00**
16379 DEITER CAI	16379			100.00	
16379 JONES LEO	16379			100.00	
16379 SCHMIDT JO	16379			25.00	
16379 TOFTE MEL	16379			160.00	
690144	11/10/2011	KANSAS AUTOMOTIVE INC	2639		**923.30**
2438037	12231			1.80	
2438429	12231			7.71	
2438700	12231			18.26	
2438891	12231			6.22	
2438938	12231			2.58	
2439306	12231			5.15	
2439445	12231			4.75	
2439450	12231			18.75	
2439587	12231			25.78	
2439641	12231			2.78	
2439664	12231			10.00	
2439725	12231			6.78	
2439764	12231			26.72	
2439779	12231			12.64	
2439796	12231			1.60	
2439844	12231			11.93	
2439871	12231			20.60	
2439879	12231			6.07	
2439974	12231			108.74	
2439984	12231			2.92	
2440025	12231			3.46	
2440110	12231			47.43	
2440138	12164			23.08	
2440143	12231			3.10	
2440194	12164			115.40	
2440218	12231			6.69	
2440233	12288			22.00	
2440237	12231			20.40	
2440322	12231			5.14	
2440327	12231			83.12	
2440506	12231			28.51	
2440517	12164			211.41	
2440545	12231			36.99	
2440616	12231			14.79	

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690145	11/10/2011	KANSAS LEGAL SERVICES INC	2724		**6,321.95**
CESG1007	15794			6,321.95	
690146	11/10/2011	KANSAS UNIVERSITY	2775		**65.00**
16275 PELTON KE	16275			65.00	
690147	11/10/2011	KELLER & ASSOCIATES INC	2811		**2,100.00**
11 671	16167			700.00	
11 671B	16311			1,400.00	
690148	11/10/2011	LAIRD NOLLER FORD INC	2939		**2,988.68**
1090670	12236			175.97	
1090875	12236			1,394.20	
1090926	12236			176.67	
1090941	12236			445.84	
1091059	12236			445.84	
1091075	12236			60.26	
1091155	12236			589.90	
1091181	12236			-300.00	
690149	11/10/2011	LANE CONSTRUCTORS JV	7445		**115,337.10**
11 03	14389			115,337.10	
690150	11/10/2011	LOVES ENTERPRISES	3112		**3,646.18**
85238	16088			3,646.18	
690151	11/10/2011	LOWER HEATING & A/C INC	3119		**10,578.85**
71811	15118			7,561.00	
72632	15996			694.00	
72663	15965			2,027.70	
72810	16066			296.15	
690152	11/10/2011	MIGHTY OF NE KANSAS	3422		**62.44**
32322	12169			62.44	
690153	11/10/2011	NAACP - TOPEKA BRANCH	3604		**80.00**
16150	16150			80.00	
690154	11/10/2011	POWERPLAN	5769		**79.94**
332999	12263			79.94	
690155	11/10/2011	REEVES WIEDEMAN COMPANY INC	4154		**138.00**
4002595	12757			138.00	
690156	11/10/2011	SAMS CLUB	4357		**3,904.86**
000624	13566			155.76	
002116	15644			147.70	
002814	12556			334.23	
002956	15644			25.78	
002961	15644			91.23	
003302	15644			24.24	
004245	12556			120.91	
004584	15913			-129.26	
004892	12556			101.50	
005704	15644			37.60	
006964	15644			19.96	
007758	12556			602.62	
008561	12556			458.43	
008853	15913			582.30	
008884	12556			133.93	
009090	15644			224.14	
009107	15644			171.55	

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009126	15644			30.53	
009311	12556			430.78	
009312	12556			128.64	
009472	15644			11.84	
009991	15644			200.45	
690157	11/10/2011	SHAWNEE COUNTY DISTRICT ATTORN	4505		**656.00**
736	12532			656.00	
690158	11/10/2011	SHAWNEE COUNTY REGISTER DEEDS	4519		**13.50**
16269	16269			13.50	
690159	11/10/2011	SHAWNEE COUNTY WEED DEPT	4522		**1,472.39**
20110167	13596			1,472.39	
690160	11/10/2011	SHAWNEE COUNTY RURAL WATER	5719		**1,491.00**
12790 OCT 11	12790			1,491.00	
690161	11/10/2011	SIEMENS INDUSTRY INC	7914		**5,470.44**
900433691	15636			5,470.44	
690162	11/10/2011	SIMILAR MODE UNIFORMS INC	4563		**2,757.84**
47616	15494			541.25	
47624	15542			330.83	
47751	15629			1,885.76	
690163	11/10/2011	SOUTHWEST PAPER COMPANY INC	4674		**1,278.96**
604782	16242			1,278.96	
690164	11/10/2011	STANDARD BATTERY INC	4718		**478.35**
K92046	12180			478.35	
690165	11/10/2011	THE LAUNDRY CHUTE	4931		**192.30**
4993 12	12787			96.15	
4993 14	12787			96.15	
690166	11/10/2011	TOPEKA HARLEY DAVIDSON	5031		**273.00**
533441	12252			273.00	
690167	11/10/2011	UNITED PARCEL SERVICE INC	5140		**60.95**
000018W497431	12439			34.20	
0000693358431	12109			26.75	
690168	11/10/2011	URS CORPORATION	5172		**12,177.42**
4856986	15351			12,177.42	
690169	11/10/2011	WELLTRAK LLC	6938		**1,050.00**
WT521	12450			1,050.00	
690170	11/10/2011	WHELEN ENGINEERING COMPANY INC	5399		**189.60**
100120	12259			189.60	
690171	11/10/2011	WILLIS OF GREATER KANSAS INC	5472		**5,416.67**
577283	15230			5,416.67	
690172	11/10/2011	WOLFES CAMERA SHOPS	5519		**49.75**
553225	12108			49.75	
690173	11/10/2011	WORKFIT INC	8090		**92.65**
00040171 00	16309			92.65	
690174	11/10/2011	SAINT FRANCIS HEALTH CENTER	4339		**10,321.04**
12446 MAY 11	12446			10,321.04	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
690186	11/10/2011	GLASSMAN, SALLY K	1900		**1,700.00**
15992	15992			1,700.00	
690187	11/10/2011	EPOCH, NANCY S	6182		**2,200.00**
16000	16000			2,200.00	
690188	11/10/2011	LEWIEN, NICOLE LEANNE	8080		**30.00**
16475	16475			30.00	
690189	11/10/2011	ENDRESS+HAUSER INC	8024		**486.81**
4652345973	16023			486.81	
690190	11/10/2011	FASTENAL COMPANY	1619		**918.55**
KSTOP165175	12684			808.49	
KSTOP166745	12684			43.86	
KSTOP166755	12214			4.72	
KSTOP166795	12684			61.48	
690191	11/10/2011	GRAINGER	1964		**249.78**
9670570911	16158			146.46	
9670570929	16158			56.16	
9670753061	16158			47.16	
690192	11/10/2011	MCCRAY LUMBER COMPANY	3280		**259.82**
184453	12143			15.50	
185956	12143			30.54	
186252	12143			213.78	
690193	11/10/2011	MEIERS READY MIX	3338		**1,659.00**
310194	15971			156.00	
310215	15971			138.00	
310236	15971			780.00	
310249	15971			390.00	
310262	15971			195.00	
690194	11/10/2011	MID-STATES MATERIALS LLC	3401		**2,159.37**
30476	12763			2,159.37	
690195	11/10/2011	MIDLAND CONCRETE	8077		**1,500.00**
1	16173			1,500.00	
690196	11/10/2011	MIDWEST MOTOR SUPPLY CO	2854		**3,769.82**
2055933	12730			1,874.61	
2059781	12730			630.68	
2087886	12730			580.16	
2099573	12730			233.45	
2108308	12730			205.67	
2137062	12730			225.61	
2146364	12730			19.64	
690197	11/10/2011	NEWMAN SIGNS	3672		**7,428.50**
TI 0241104	15825			7,428.50	
690198	11/10/2011	OLDCASTLE PRECAST INC	3739		**64.00**
120021153	12456			64.00	
690199	11/10/2011	PAVING MAINTENANCE SUPPLY INC	3850		**550.00**
I0098257	15208			550.00	
690200	11/10/2011	PUMP & POWER EQUIPMENT INC	4039		**2,780.48**
204794	15586			2,780.48	

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Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
690201	11/10/2011	RICK'S CONCRETE SAWING	4207		**1,980.00**
11 2448	16077			1,980.00	
690202	11/10/2011	ROACH HARDWARE	4230		**186.46**
153664	15982			39.98	
153675	15982			27.36	
153700	15982			5.18	
153762	15982			33.98	
344414	15982			79.96	
690203	11/10/2011	TFM COMM INC	4914		**718.08**
153114	12296			31.91	
153116	14879			686.17	
690204	11/10/2011	GLENN, DILLON S	8085		**50.00**
CR 2011 0009248 M	MB ASHBAUGH			50.00	
690205	11/10/2011	STEPHENS, DONNA L	8087		**45.00**
CR 2011 0010125 F	DL STEPHENS			45.00	
690206	11/10/2011	HASTINGS MUSIC & GIFTS	8097		**91.00**
CR 2011 0011599 M	MA WILLIAMS			91.00	
690207	11/10/2011	JHB INC	7691		**50.00**
CR 2011 0002378 F	KS GODFREY			50.00	
690208	11/10/2011	OATES, KEITH L	8099		**18.60**
CR 2008 0001020 F	JM DODSON			18.60	
690209	11/10/2011	DAGOBERTO, MARIN	7077		**50.00**
CR 2010 0009738 M	J RODRIGUEZ			50.00	
690210	11/10/2011	HEAD, MURRAY H	8098		**200.00**
CR 2008 0002323 M	T ANGLEMYER II			200.00	
690211	11/10/2011	KNAPP, ROGER	8086		**25.00**
CR 2011 0007529 M	S ELLIS			25.00	
690212	11/10/2011	WESTAR ENERGY	6570		**69.00**
CR 2011 0004203 M	SM CORNELIUS			69.00	
690213	11/10/2011	WESTAR ENERGY	5376		**362,820.79**
2189423730-9/21-1		2700 SW FAIRLAWN RD		432.77	
2266273903-9/14-1		825 S KANSAS AVE G		1,029.28	
2272608403-9/28-1		800 SE MONROE ST (PAL)		123.32	
2336545121-9/07-1		635 SW GAGE BLVD C - ZOO		40.94	
2336829480-9/14-1		NINTH STREET/215 SE 9TH		1,328.75	
2362208215-9/09-1		1915 WESTERN		671.46	
2382866848-9/09-1		1329 CENTRAL PARK		38.91	
2437202074-9/14-1		200 NE QUINCY ST		38.03	
2459029186-9/15-1		124 NW FILLMORE		101.29	
2518492210-9/14-1		CORONADO/917 QUINCY		1,924.59	
2538030047-9/09-1		1239 SW WESTERN AVE		11.84	
2556481079-9/14-1		8TH & MADISON (PAL)		143.21	
2726587606-9/01-1		917 NW GORDON ST		22.04	
2754991772-8/30-9		GARFIELD PARK		137.49	
2772553529-9/28-1		4130 SE EAST EDGE RD PUMP		208.83	
2909742456-9/14-1		200 N KANSAS AVE		16.80	
2935328726-9/22-1		1112 SE 10th St-Spray Park		23.96	
2950671586-9/14-1		803 NE QUINCY ST		30.15	
2952910200-8/31-1		3305 SW 46TH		45.82	
2978671422-9/08-1		635 SW GAGE BLVD 2		421.40	
3068995963-9/28-1		2739 SE LAKE TERR		20.16	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 10/31/2011 and 11/13/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
3145100253-9/09-1		1901 WESTERN	1,273.31
3182415820-9/06-1		3919 SE 29TH STREET	66.31
3235310123-8/30-9		550 NW 46TH	78.86
506881572-9/08-10		801 SW GAGE BLVD- ZOO	143.72
5080166655-9/14-1		CRANE & N HARRISON (PAL)	418.68
5081848610-9/27-1		1800 SE 21ST HILLCREST CTR	1,636.22
5165656936-9/23-1		300 SE LAWRENCE ST	129.83
5209177869-9/14-1		322 NW CRANE ST	181.00
5222230501-9/20-1		1534 SW PEMBROKE LN	22.38
5237660226-8/30-9		1439 NE ATCHISON AVE	129.52
5256371057-8/31-9		N TYLER & KS RV	16.89
5278673283-9/06-1		3306 SE CROCO RD	187.09
528113064-9/12-10		2222 NW 35TH ST	179.70
5288815051-9/07-1		5961 SW 10TH	2,976.06
5330012715-8/30-9		3600 NE SARDOU AVE	45.37
5380218945-9/12-1		831 NE US HWY 24	22.89
547037543-8/30-9/2		SARDOU & POPLAR	20.56
5470478995-9/28-1		2401 SW BUCHANAN	137.54
5470493607-9/07-1		4300 SW WESTLAKE RD	17.42
5652128807-9/20-1		1641 SW ANCASTER	58.39
575745505-9/06-10		4545 NW 43RD ST PUMP	33.19
5794812931-9/07-1		2801 SW 10TH ST	22.04
6043959044-9/14-1		CRANE & N HARRISON (PAL)	11.84
6105898035-9/15-1		125 NW FILLMORE	26.70
611263266-9/23-10		432 SE NORWOOD ST	552.26
6149102541-9/23-1		600 SW 42ND ST TANK	20.33
6325004337-9/07-1		935 SW GAGE BLVD	16.80
6330481140-9/14-1		METERED TRAFFIC SIGNALS	7,235.53
6330481140A-9/14-		SCHOOL SPEED FLASHER	189.00
7669923618-9/15-1		124 NW FILLMORE	76.07
7672355786-9/16-1		3450 SW BELLE AVE POND	275.11
7678466617-9/14-1		200 NE CRANE	86.25
7746039982-9/15-1		124 NW FILLMORE ST CHURCH	28.57
7781238941-9/28-1		STREET LIGHTS	116,684.23
7854215103-9/29-1		224 NE Solider St Pool	95.01
7858393411-9/15-1		3712 SW STONEBRIDGE CT.	25.91
786930434-9/26-10		2350 SE JEFERSON ST	122.10
7872092402-9/15-1		118 NW FILLMORE	19.13
788459049-8/30-9/2		GARFIELD PARK	40.36
7891221852-9/14-1		300 SE JEFERSON ST-FIRE	183.09
7891221852A-9/14-		300 SE JEFERSON ST-FLEET	155.94
793981629-9/09-10		1541 NW MENNINGER RD.	37.96
8045856673-9/14-1		932 NE Quincy-FIRE	208.75
8076813699-9/09-1		1204 SW WESTERN AVE	120.93
8210492601-9/15-1		124 NW FILLMORE	193.97
822053547-9/09-10		1301 SW BOSWELL AVE	24.79
8248049629-9/14-1		RICE RD LIGHTS	86.60
8276026298-9/14-1		322 SW CRANE ST (PAL)	20.56
8290044485-9/05-1		3414 SE 35TH ST.	56.11
8336454201-9/15-1		1600 NW BUTTON RD.	22,059.66
8345937008-9/08-1		635 SW GAGE BLVD HYENA	92.39
8398442994-9/21-1		4700 SW 27TH	521.99
8496721323-9/22-1		1809 SW 37TH ST	18.01
3384814209-9/27-1		355 SE 15TH ST	16.80
3392852446-9/15-1		129 NW CLAY ST	16.80
3394295207-9/15-1		146 NW CLAY BARN	36.80
3429732386-9/15-1		QUINCY ST PUMP FPM	21.13
3468280796-9/12-1		201 NE CURTIS ST	35.02
3481742208-9/13-9		1419 NE SEWARD AVE	290.47
3526024969-9/22-1		1809 SW 37TH ST RESTRM	20.59
355289842-9/21-10		4801 SW SHUNGA DR	217.52
3599032320-9/15-1		124 NW FILLMORE	17.16
3650239903-9/09-1		1830 SW BUCHANAN ST	126.07
3675521733-8/30-9		1200 JEFFERSON	1,236.53
3703989372-9/08-1		810 NW US HIGHWAY 24	41.66

COUNCIL REPORT OF VENDOR PAYMENTS

Between 10/31/2011 and 11/13/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
3704094176-9/28-1		2744 SE 33RD TERR.	36.62
3769422865-9/08-1		639 SW GAGE BLVD- ZOO	1,692.38
3785708575-8/30-9		845 NE POPLAR ST	497.92
3791139844-9/28-1		3441 SHORELINE DR.	36.62
3962419033-8/30-9		545 NE LAKE	6,807.43
4008106683-9/28-1		15TH & COLLINS	36.54
4058088318-9/06-1		5000 1/2 SW REDBUD LN.	80.15
4141273470-9/14-1		934 NE QUINCY	24.79
4142140103-9/13-1		3300 SE IRVINGHAM ST	24.79
416151990-8/31-10		BURNETTS MOUND	76.35
4181861543-8/30-9		500 NE STRAIT AVE.	4,352.05
4208864031-9/28-1		WINTER & I70	62.80
4264149424-8/30-9		4748 NW GREEN HILLS RD	149.90
6330481140B-9/14-		PEDESTRIAN STREET LIGHTS	1,784.59
6330481140C-9/14-		TOPEKA AVE BRIDGE	547.46
6330481140D-9/14-		21ST & URISH ROUNDABOUT LGTS	242.37
6330481140E-9/14-		ITS CAMERAS	56.07
6358801391-9/09-1		2700 NE MERIDEN RD	763.70
6385101124-9/02-1		4540 NW SIOUX	144.32
6418900406-9/23-1		230 SE ALKIRE	50.60
6473225120-9/06-1		4300 SE 23RD TERR	521.41
6542158614-9/07-1		901 SW GAGE BLVD-PARKS	2,641.68
6542158614A-9/07-		901 SW GAGE BLVD - ZOO	1,761.12
6548990643-9/14-1		PARKNSHOP/611 QUINCY	861.62
6553500964-8/30-9		1604 NE QUINCY GARFIELD CTR	1,309.48
6600935533-8/31-1		BURNETT'S MOUND	101.47
6684018868-8/30-9		5002 NW KENDALL DR	26.95
6806672566-9/15-1		1610 BUTTON RD.	238.68
6831674489-9/22-1		2620 SW MURROW CT	515.06
6878412783-9/15-1		3245 NW WATER WORKS DR	62.37
6979341927-9/20-1		1590 SW LAKESIDE DR	18.56
6987642013-9/28-1		2860 SE GOLDEN	22.64
7006406272-9/12-1		2000 NW TYLER	80.09
7019920441-9/28-1		2500 SW TOPEKA BLVD	41.11
7032895110-9/15-1		123 NW FILLMORE	35.12
7052702107-9/17-1		2101 SW URISH RD	431.71
7054526981-9/14-1		STREET LIGHTS-29TH URISH	147.59
8513066501-9/28-1		2300 SE 45TH ST	34.15
857144328-8/31-9/3		2000 NW 17TH ST	20.56
8573461924-9/09-1		1103 QUINCY/TANK	106.87
8666184978-9/08-1		1100 SW BILLARD AVE	28.21
8718757529-9/19-1		1703 INDIAN HILLS	96.98
8730715525-9/23-1		1400 SE LOCUST	18.26
8789971560-9/27-1		2700 SE 25TH ST	389.28
8797295426-9/05-1		3107 SE SILVERLEAF CT	31.85
8815117141-9/14-1		2801 S KANSAS AVE	417.74
8828977802-9/15-1		6305 SW 9TH ST	479.46
8889069432-9/23-1		2500 SW GAGE BLVD	2,001.44
889044562-8/30-9/2		1419 NE SEWARD AVE	9.48
8927971666-8/30-9		1200 DIVISION ST.	3,186.06
9039182056-9/15-1		124 NW FILLMORE ST	18.03
9109881020-9/07-1		28th JAMES AVE	11.84
9163909456-9/16-1		5610 SW FOXCROFT CIR.	40.52
9170032835-9/23-1		640 SE HACKBERRY	40.99
9172705484-9/27-1		6255 CALIFORNIA	152.64
9182083771-9/28-1		27TH TERR & JAMES	20.56
9226008214-9/23-1		300 SE LAWRENCE ST	16.80
9229334122-9/15-1		124 NW FILLMORE ST	22.04
9244495706-9/12-1		2001 NW WINTER ST	27.69
9381575612-8/30-9		1115 NE POPLAR ST	15,691.12
9388419420-9/27-1		1908 SE 29TH ST A	79.91
0552066743-8/31-1		4103 SW POSTOAK DRIVE	233.63
0749842804-9/15-1		2200 WATERWORKS DR	16.80
0793252472-9/14-1		927 HARRISON	678.74
0843913860-9/13-1		5261 NW BRICKYARD RD	18.11

COUNCIL REPORT OF VENDOR PAYMENTS

Between 10/31/2011 and 11/13/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
0846578667-8/30-9		801 NE KINCAID RD	82.00
1033742014-9/15-1		EDGEWOOD PARK	41.11
1047755001-9/08-1		635 SW GAGE BLVD B	32.72
1079563957-9/08-1		1215 SW OAKLEY AVE	241.53
1119938145-9/24-1		402 SE Branner St Light	53.74
1197750003-9/15-1		124 NW FILLMORE ST CABIN	28.38
1253926529-9/08-1		WASHBURN PARK	41.11
1267103249-9/28-1		3331 SE MASSACHUSETTS	20.56
1345100488-9/28-1		1835 SW WILLOW AVE	18.32
1348331074-9/28-1		3305 SE WESTEDGE	30.52
1406433977-9/15-1		124 NW FILLMORE ST	22.04
1408512766-9/23-1		1215 SW 38TH	1,828.59
1419734081-9/14-1		120 NW CRANE	144.83
1455241014-9/15-1		124 NW FILLMORE	62.03
1456051569-9/13-1		2301 SE LAKEWOOD BLVD	70.90
1501249548-8/30-9		1530 NE QUNICY	16.80
1519476504-9/14-1		813 SW CLAY STREET	366.38
1597278899-9/27-1		419 SE 13TH ST.	25.20
1604324086-9/15-1		126 NW FILLMORE	81.28
1644917029-9/15-1		3245 NW WATER WORKS DR	96,961.59
1671696488-9/20-1		7215 SW TOPEKA BLVD	21.64
1677223701-9/08-1		635 SW GAGE BLVD A - ZOO	216.57
1720154406-9/19-1		6834 SW 17TH STREET PSTAT	77.43
1747452090-9/15-1		2400 NW WATERWORKS	5,860.76
1762092009-9/27-1		1908 SE 29TH ST B	25.99
1764127989-9/14-1		4200 SW 6TH -GAGE PK POOL	1,623.62
1793486451-9/14-1		120 NW CRANE -SW	16.80
1830815552-9/15-1		420 NW WAITE ST	16.99
1883517398-9/23-1		619 SE RICE RD	377.22
1894285067-8/30-9		1115 NE POPLAR ST B	40.77
1926550586-9/15-1		124 NW FILLMORE ST	226.24
1959889190-9/28-1		900 NE CHESTER AVE	41.12
1977020420-9/29-1		2521 SE 2ND ST	85.46
2069150421-9/16-1		7325 SW 40TH	31.16
214737416-9/20-10		1273 SW LAKESIDE DR	54.69
2158288989-9/15-1		400 BROADMOOR	241.45
2166537606-9/09-1		329 1/2 PINE LN.	64.13
2185576285-9/28-1		1326 SW CLAY ST	20.56
4269188172-9/27-1		1800 SE 21ST HILLCREST POOL	48.65
4269643687-9/28-1		2901 SE CROCO	53.42
4284165684-9/08-1		815 SW GAGE BLVD-ZOO	369.04
4398184091-9/09-1		1901 WESTERN AVE A	197.47
4401304625-9/28-1		1800 SE 21ST	24.79
4515641366-9/14-1		2620 SE JEFFERSON	41.11
4542484126-9/14-1		JACKSON/512 SW JACKSON	1,749.30
4565831865-9/15-1		6305 SW 9TH B B	2,748.20
4610500746-9/27-1		1800 SE 21ST HILLCREST CTR	90.95
4634088434-9/13-1		1019 SW 22ND	4,427.89
4672756422-9/12-1		3205 NW HICKORY RIDGE LN	38.49
4688166907-9/06-1		3300 SE DOWNING DR	56.78
4727296348-9/14-1		324 SE JEFFERSON STAT 3	10.72
4727296348A-9/14-		324 SE JEFFERSON ADM	16.08
4756774986-9/01-1		3930 SW WANAMAKER	17.35
4789320685-9/28-1		415 SE 43RD PUMP	28.02
4901109460-9/14-1		TOWNSITE/120 SE 6TH	3,710.45
4989562972-9/09-1		1534 SW CLAY-CENTRAL PK CTR	2,630.01
5026432749-8/31-9		2816 SW 29TH ST.- WW	1,141.95
503692724-9/07-10		725 SW ORLEANS ST	117.52
5044012316-9/20-1		6400 UNIVERSITY	450.65
7081634298-9/28-1		2215 SE MADISON ST	45.35
7093577888-9/13-1		2000 NW 17TH ST	532.75
7129070441-9/14-1		324 SE JEFFERSON STAT 3	616.08
7129070441A-9/14-		324 SE JEFFERSON ADM	924.13
7165756657-9/12-1		400 US HWY 24	45.00
7287996282-9/21-1		4801 SW SHUNGA DR	24.85

COUNCIL REPORT OF VENDOR PAYMENTS

Between 10/31/2011 and 11/13/2011

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
7291675894-9/26-1		300 SE 40TH	38.48
731539692-9/01-10		BURNETTES MOUND (PAL)	44.54
7321641728-9/27-1		335 SE 15TH ST	73.34
7354036522-9/15-1		124 NW FILLMORE TACK	23.43
7388168195-9/09-1		1534 SW CLAY ST	66.10
744086379-8/30-9/2		801 NEW POPLAR-OAKLAND CTR	1,657.57
7454861901-9/21-1		4801 SW SHUNGA DR	896.47
7479004144-9/14-1		112 SW 8TH GAR	1,104.83
75388260-8/30-9/29		620 NE LIME ST	82.25
7548807911-9/08-1		4035 SW 6TH AVE	75.02
7561894529-9/28-1		8TH & MONROE (PAL)	74.35
7610109448-9/06-1		4400 NE SEWARD AVE	19.58
7634627729-9/06-1		3030 SE CROCO RD.	55.48
9396200104-9/08-1		1325 SW 16TH STREET	44.75
9406297791-9/09-1		720 SW 21st STREET	1,030.85
9415932749-9/12-1		1615 NW 8TH ST	24.40
9420219226-9/27-1		2500 SE HIGHLAND AVE	16.80
9553074355-9/23-1		434 SE NORWOOD	3,726.52
9561558646-9/28-1		2447 SE 29TH STREET	410.22
9662481100-9/16-1		5605 SW FOXCROFT CIR S	30.61
969270611-9/16-10		3700 FAIRLAWN PUMP	7,017.91
9698990394-9/27-1		1800 SE 21ST #C	79.72
9769687611-9/15-1		124 NW FILLMORE ST	16.80
9772420004-9/26-1		6900 SW CRESTWOOD	24.51
9785702480-9/06-1		2306 SE SAGIS CT	58.12
9822175010-9/15-1		CHILDRENS PARK	65.90
9831806500-9/14-1		6th & WANAMAKER	55.41
9905880069-9/28-1		1200 NE DIVISION (PAL)	22.04
994842527-9/22-10		2010 SW 37TH ST	328.14
9983550142-9/21-1		2201 SE LAKEWOOD BLVD	143.04

Total for Check Payments **2,048,537.48**

TOTAL OF PAYMENTS **5,395,637.64**

Payment Listing

```
CB255 Date: 11/08/11           JOB SUBMISSION PARAMETERS
      Time: 15:32


User Name: HALL\ccox
Job Name : CB255
Step Nbr : 1



                Cash Code: 02     OPERATING ACCOUNT
      or  Cash Code Group:

         Transaction Code: SYS    AP SYSTEM PAYMENT
               Check Date: 103111  -  110611
                Check Nbr:            -
                  Company:    1

       Transaction Status:     All
          Report Sequence: C   By Transaction Code
            Detail Option:     Summary
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Payment Listing

Payment Listing
Cash Code 02 OPERATING ACCOUNT
By Transaction Code (Status: All)

Transaction Code SYS AP SYSTEM PAYMENT

Reference Number	Payment Nbr	Co.	Post Date	Pay Date	Void Date	Amount	Status	Payee Name	Pay Group	Proc Grp
STENSENG M	690016	1	11/01/11	11/04/11		20.00	Historical	MARGARET STENSENG	COT	
GARTNER JI	690017	1	11/01/11	11/04/11		663.09	Historical	JIM M GARTNER	COT	
FLORA VAUG	690018	1	11/01/11	11/04/11		101.67	Historical	VAUGHN L FLORA	COT	
HAMPTON &	690019	1	11/01/11	11/04/11		365.80	Historical	HAMPTON & ROYCE LC	COT	
WESTAR ENE	690020	1	11/01/11	11/04/11		3597.50	Historical	WESTAR ENERGY	COT	
DILLMAN JE	690021	1	11/01/11	11/04/11		775.72	Historical	JENNIFER DILLMAN	COT	
HORSLEY EL	690022	1	11/01/11	11/04/11		280.33	Historical	ELORA HORSLEY	COT	
TAYLOR RIC	690023	1	11/01/11	11/04/11		6000.00	Historical	RICK TAYLOR	COT	
TAYLOR RIC	690024	1	11/01/11	11/04/11		7000.00	Historical	RICK TAYLOR	COT	
OCONNOR JU	690025	1	11/01/11	11/04/11		20.00	Historical	JULIA M OCONNOR	COT	
BARR KADHA	690026	1	11/01/11	11/04/11		100.00	Historical	KADEJAH S BARR	COT	
BENTLER JO	690027	1	11/01/11	11/04/11		301.00	Historical	JOHN K BENTLER	COT	
BLOOMQUIST	690028	1	11/01/11	11/04/11		98.00	Historical	AMBER KAY BLOOMQUIST	COT	
EVERIST JA	690029	1	11/01/11	11/04/11		19.00	Historical	JAMES M EVERIST	COT	
HANLEY PAU	690030	1	11/01/11	11/04/11		75.00	Historical	PAUL SPENCER HANLEY	COT	
HUGUENIN S	690031	1	11/01/11	11/04/11		25.00	Historical	SCOTT OSBORN HUGUENI	COT	
JENNINGS Z	690032	1	11/01/11	11/04/11		36.00	Historical	ZACHARY J JENNINGS	COT	
KIBLER-DEY	690033	1	11/01/11	11/04/11		5.00	Historical	HOLLY ELIZABETH KIBL	COT	
MOBERLY JO	690034	1	11/01/11	11/04/11		51.00	Historical	JOSEPH A MOBERLY	COT	
MONHOLLON	690035	1	11/01/11	11/04/11		96.00	Historical	MALLORIE L MONHOLLON	COT	
OGLES-BROW	690036	1	11/01/11	11/04/11		100.00	Historical	JEANNETTE TERESA OGL	COT	
SCHAFFER M	690037	1	11/01/11	11/04/11		39.00	Historical	MICHAEL J SCHAFFER	COT	
SNEED SHAW	690038	1	11/01/11	11/04/11		400.00	Historical	SHAWN MICHEAL SNEED	COT	
STEINLAGE	690039	1	11/01/11	11/04/11		236.00	Historical	JOHNATHAN W STEINLAG	COT	
STROBEL CH	690040	1	11/01/11	11/04/11		250.00	Historical	CHARLOTTE L STROBEL	COT	
AUBERT MAR	690041	1	11/01/11	11/04/11		50.00	Historical	MARCIA AUBERT	COT	
CEAZER CHR	690042	1	11/01/11	11/04/11		50.00	Historical	CHRIS CEAZER	COT	
CORONA ALE	690043	1	11/01/11	11/04/11		50.00	Historical	ALEJANDRO CORONA	COT	
LOPEZ JAZM	690044	1	11/01/11	11/04/11		50.00	Historical	JAZMIN LOPEZ	COT	
SHELTERED	690045	1	11/01/11	11/04/11		50.00	Historical	SHELTERED LIVING	COT	
AHLSTEDT S	690046	1	11/01/11	11/04/11		41.00	Historical	SARAH AHLSTEDT	COT	
OLSEN JAMI	690047	1	11/01/11	11/04/11		32.50	Historical	JAMIE OLSON	COT	
THORNBURG	690048	1	11/01/11	11/04/11		65.00	Historical	MARY KAY THORNBURG	COT	
ARD BARBAR	690049	1	11/01/11	11/04/11		45.00	Historical	BARBARA ARD	COT	
BROWN JANE	690050	1	11/01/11	11/04/11		15.00	Historical	JANE BROWN	COT	
DISSINGER	690051	1	11/01/11	11/04/11		125.00	Historical	SARAH DISSINGER	COT	
LAGRAND AS	690052	1	11/01/11	11/04/11		8.75	Historical	ASHLI LAGRAND	COT	
MENDEZ ALA	690053	1	11/01/11	11/04/11		65.00	Historical	ALAHNNA MENDEZ	COT	
CERVANTES	690054	1	11/01/11	11/04/11		2.50	Historical	PAMELA CERVANTES	COT	
COWAN EVA	690055	1	11/01/11	11/04/11		12.50	Historical	EVA COWAN	COT	
ENGELKEN D	690056	1	11/01/11	11/04/11		12.50	Historical	DIANE ENGELKEN	COT	
HAUG ANN	690057	1	11/01/11	11/04/11		3.11	Historical	ANN HAUG	COT	
LANDHOLM C	690058	1	11/01/11	11/04/11		12.50	Historical	CAMMIE LANDHOLM	COT	
MARTIN TAM	690059	1	11/01/11	11/04/11		2.50	Historical	TAMARA MARTIN	COT	
THUY KHUON	690060	1	11/01/11	11/04/11		5.00	Historical	KHUONG THUY	COT	
RAGSDALE A	690061	1	11/01/11	11/04/11		12.50	Historical	AMY RAGSDALE	COT	
RICHTER MA	690062	1	11/01/11	11/04/11		12.50	Historical	MARY RICHTER	COT	
LOPEZ ROSA	690063	1	11/01/11	11/04/11		50.00	Historical	ROSA LOPEZ	COT	

Payment Listing

Payment Listing
Cash Code 02 OPERATING ACCOUNT
By Transaction Code (Status: All)

Transaction Code SYS AP SYSTEM PAYMENT

Reference Number	Payment Nbr	Co.	Post Date	Pay Date	Void Date		Amount	Status	Payee Name	Pay Group	Proc Grp
						Transaction Code SYS Total	21427.97				
						Cash Code 02 Total	21427.97				
						Report Total	21427.97				

*** REPORT COMPLETED ***

Payment Listing

```
CB255 Date: 11/16/11           JOB SUBMISSION PARAMETERS
      Time: 11:06


User Name: HALL\ccox
Job Name : CB255
Step Nbr : 1



                Cash Code: 02     OPERATING ACCOUNT
      or  Cash Code Group:

         Transaction Code: SYS    AP SYSTEM PAYMENT
               Check Date: 110711  -  111311
                Check Nbr:            -
                  Company:    1

       Transaction Status:     All
          Report Sequence: C   By Transaction Code
            Detail Option:     Summary
```

Payment Listing

Payment Listing
Cash Code 02 OPERATING ACCOUNT
By Transaction Code (Status: All)

Transaction Code SYS AP SYSTEM PAYMENT

Reference Number	Payment Nbr	Co.	Post Date	Pay Date	Void Date	Amount	Status	Payee Name	Pay Group	Proc Grp
STAFFORD C	690175	1	11/02/11	11/10/11		6.29	Historical	CINDY STAFFORD	COT	
HERMAN CAT	690176	1	11/04/11	11/10/11		116.64	Historical	CATHERINE HERMAN	COT	
BROWNE MAR	690177	1	11/04/11	11/10/11		97.20	Historical	MARY C BROWNE	COT	
BUGG HARRY	690178	1	11/04/11	11/10/11		84.27	Historical	HARRY T BUGG	COT	
BYLKAS TYL	690179	1	11/01/11	11/10/11		1.00	Historical	TYLER W BYLKAS	COT	
CONNELL SH	690180	1	11/01/11	11/10/11		8.00	Historical	SHANNON KAYE CONNELL	COT	
DONNELLY S	690181	1	11/03/11	11/10/11		446.00	Historical	SKYLER COLE DONNELLY	COT	
KLINGMAN J	690182	1	11/02/11	11/10/11		142.00	Historical	JOSHUA L KLINGMAN	COT	
WORKMAN DA	690183	1	11/01/11	11/10/11		108.00	Historical	DAVID AUSTIN WORKMAN	COT	
YOUNG JOSH	690184	1	11/01/11	11/10/11		100.00	Historical	JOSHUA VINCENT YOUNG	COT	
VINYARD MA	690185	1	11/01/11	11/10/11		5.00	Historical	MARIETTA VINYARD	COT	

Transaction Code SYS Total 1114.40

Cash Code 02 Total 1114.40

Report Total 1114.40

*** REPORT COMPLETED ***

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 24, 2011

Back Print

DATE:	**November 29, 2011**		
CONTACT PERSON:	**Brendan Wiley**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**Zoo Asphalt Repair and Replacement**	**PROJECT #:**	**301033**
CATEGORY/SUBCATEGORY	**014 Ordinances – Non-Codified / 004 Public Improvements**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

A PROJECT BUDGET in the amount of $122,237 and A RESOLUTION introduced by Interim City Manager Daniel R. Stanley, authorizing Zoo Improvement Project No. T-301033.00 to resurface portions of service roads on zoo grounds. *(Council District No. 9)*

(Resurface deteriorated portions of service roads on zoo grounds and patch and seal other areas in need. Areas to resurface include the service road in front of the veterinary hospital; the south and west service roads; and resurfacing of deteriorated parking.)

POLICY ISSUE:

In accordance with Association of Zoos and Aquariums Accrediting Standard #10, Physical Facilities, an accredited organization is required to comply with the Americans with Disabilities Act and insure that all walkways are in good repair. While these areas are in the zoo's service area, they are used by staff and during public tours of the facility and should be in compliance with these standards.

STAFF RECOMMENDATION:

Many of the asphalt service roads on zoo property have deteriorated beyond the point of repair. As the zoo approaches its accreditation year in 2012, a plan needs to be in place to address this issue. This project is intended to repair areas of concern with a replacement approach and to seal or patch areas that can be maintained for several years.

BACKGROUND:

BUDGETARY IMPACT:

This project is funded through GO Bonds and will not impact the zoo's annual operation budget.

SOURCE OF FUNDING:

GO Bonds

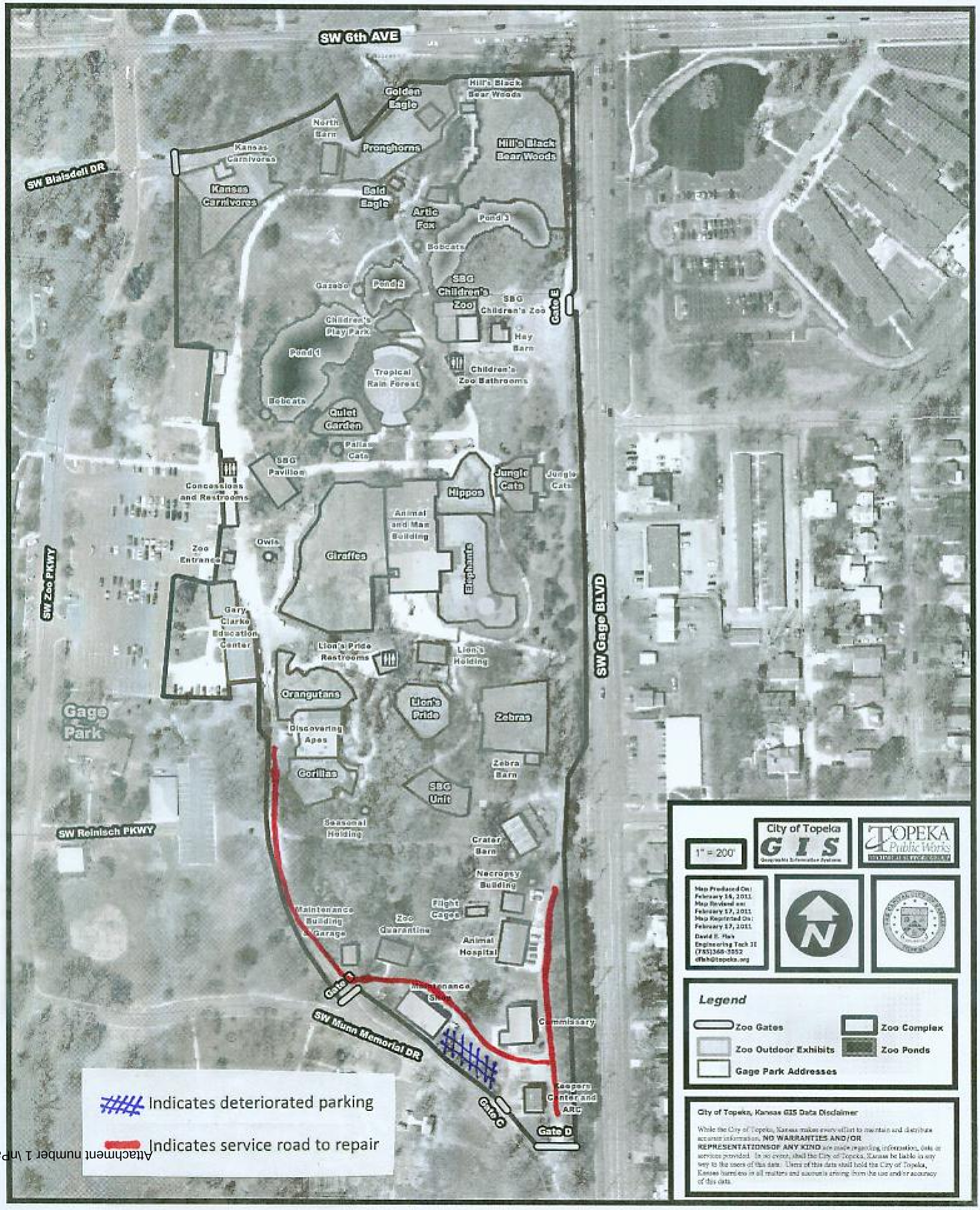
ATTACHMENTS:

work site map

Ordinance

Project Budget and Fact Sheet

City of Topeka Zoological Park Map



(Published in the Topeka Metro News____)

ORDINANCE NO. ___________

AN ORDINANCE introduced by City Manager Norton N. Bonaparte, Jr., authorizing Improvement Project No. T-301033.00, which provides for new service road and improvements to selected areas within the zoo compound, as more specifically described herein, all pursuant to Section A12-1 of the Code of the City of Topeka.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS:

Section 1. That it hereby deems advisable and necessary Improvement Project No. and also hereby authorizes, pursuant to Section A12-1 of the Code of the City of Topeka, the public improvement be made as follows:

A. GENERAL NATURE OF IMPROVEMENT:

This project will provide for the design and construction of new asphaltic concrete service roads, existing road and parking lot overlays, and general patching of selected areas within the zoo compound including related appurtenances for a complete project.

B. TOTAL PROJECT BUDGET COST:

$122,237.00

C. SOURCE OF FUNDS:

General Obligation Bonds or any other lawfully available funds.

Section 2. This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official city newspaper.

PASSED and APPROVED by the City Council_____________________________.

CITY OF TOPEKA, KANSAS

____
William W. Bunten, Mayor

ATTEST:

____
Brenda Younger, City Clerk

PROJECT: Asphalt Project, T-301033

Interest rate	4.00%
Number of Years	20
Cost of Issuance	2.00%
Temp Note interest	3.500%
Principal	$115,863
Plus Temp Note Interest	$4,055
Plus Cost of Issuance	$2,317
Total Project Budget	$122,236
Annual Debt Service	**$8,994**
Annual Debt Service as Percent of Total	7.4%
Total Debt Service (principal and interest)	$179,887
Difference Project Cost and Total Debt Servivce	$57,651
GO Bonded Indebtedness as of December 2010	$155,070,000
Heartland Park STAR Bonds	$9,655,000
College Hill TIF	$5,655,000
2010 Temporary Notes that Finance Future GO	$24,615,000
Approved, not Included in GO Bond Issue or	$0
Approved, not Included in GO Bond Issue or	$0
Total Indebtedness	$194,995,000
Plus Project	$195,117,236

PROJECT BUDGET
Project No. T-301033

LOCATION:

Topeka Zoo
635 S.W. Gage Blvd.

Contact Person: Brendan Wiley

DESCRIPTION OF PROJECT:

This project consists of the design and construction of new asphaltic concrete service roads, existing road and parking lot overlays, and general patching of selected areas within the zoo compound.

SOURCE OF FUNDS:
General Obligation Bonds

COST ESTIMATE:

	GO Bonds
Construction:	94,970
Design:	4,749
Construction Services Fees:	4,749
Administrative Fees:	1,899
Right-of Way Acquisition:	0
Contingency Amount:	9,497
Interim Interest	6,373
Total:	122,237

PUBLIC HEARING:

PROJECT AUTHORITY:
a. Statutes: ____________________
b. Ord./Res. No.: ____________________
c. Improvement District: ____________________
d. City at Large: ____________________
e. Method of Assessment: ____________________

PROJECT ENGINEER: Mark Schreiner, P.E.

A Capital City Government Working For You…

www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 14, 2011

Back Print

DATE:	**November 29, 2011**		
CONTACT PERSON:	**Robert Kennedy**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**Real Estate Purchase Agreement**	**PROJECT #:**	**T-151011.00**
CATEGORY/SUBCATEGORY	**007 Contracts and Amendments / 013 Sale of Land**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

APPROVAL of a Real Estate Purchase Agreement between the City of Topeka and CoreFirst Bank and Trust for the purchase of property located at Lauren's Bay Estates in the amount of $56,925 for Project No. T-151011.00 Lauren's Bay Pond, and specifically authorizing the Mayor to execute the agreement. *(Council District No. 7)*

(Approval would authorize the purchase of property located at Lauren's Bay Estates for the Drainage Improvement Project at Lauren's Bay Pond. The improvement costs will be paid 100% by the Improvement District.)

POLICY ISSUE:

N/A

STAFF RECOMMENDATION:

Staff recommends Council approve the Real Estate Purchase Agreement

BACKGROUND:

Section 3.30.310 of the City Code vests authority to purchase real property in the City Council, which must approve any contracts for purchase. The purchase is part of the drainage improvements at Lauren's Bay Pond previously approved by the Council.

BUDGETARY IMPACT:

Purchase amount: $56,925.00

Item #17

SOURCE OF FUNDING:

Improvement District assessments

ATTACHMENTS:

Real Estate Purchase Agreement

Map

City of Topeka Contract No. ______________

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made and entered into as of the ______ day of October, 2011 by and between CoreFirst Bank and Trust, Topeka, Kansas ("Seller") and the City of Topeka, a municipal corporation ("Buyer").

Sale of Property. Subject to the terms and conditions herein set forth, Seller agrees to sell and convey to Buyer by good and sufficient general warranty deed, free and clear of encumbrances, and Buyer hereby agrees to purchase, that certain real estate legally described as:

> LOT 9, BLOCK F, LAUREN'S BAY ESTATES SUBDIVISION, IN THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS, EXCEPT THE NORTH 15.00 FEET OF THE WEST 78.16 FEET OF SAID LOT 9. CONTAINING 330,623.19 SQUARE FEET OR 7.59 ACRES, MORE OR LESS.

(the "Real Estate"). The Real Estate shall include all attached improvements permanently affixed to the premises, or any improvements thereon, with the following exceptions: none other

Purchase Price. The purchase price for the Real Estate shall be Fifty Six Thousand Nine Hundred Twenty Five and No/100 Dollars ($ 56,925) ("Purchase Price").

Time of Purchase. The time for closing of the purchase of the Real Estate shall be within thirty (30) days of the date upon which all of the conditions precedent are satisfied or waived in writing by the party for whose benefit the condition is provided, but not later than December 2, 2011.

Title and Conveyance. Seller agrees to cooperate in furnishing Buyer a title insurance commitment (the "Commitment") to insure the Real Estate in the amount of the Purchase Price, which Commitment shall show marketable title vested in Seller, subject to all rights of way, easements, and restrictions of record. The Commitment shall be delivered to Buyer at least ten (10) days prior to the closing of this transaction for examination by Buyer or Buyer's attorney. In Buyer's opinion, if Seller's title to the Real Estate is not marketable, Buyer shall notify Seller in writing, specifying its objections. Seller shall use its best efforts, within a reasonable time (not to exceed ten (10) days) after receipt of such objections from Buyer in which to correct such title objections and the closing date shall be extended for up to such period of time. In the event the title objections are not corrected by Seller to the satisfaction of Buyer within the aforesaid period of time, Buyer may terminate this Agreement upon written notice to Seller, and proceed to condemnation or elect to close notwithstanding such title objections. As a part of the closing, Seller shall cause the title company to issue and deliver to Buyer a title insurance policy in the amount of the Purchase Price. The cost of the Commitment and title insurance policy shall be paid by Buyer.

Seller's Representations. The Seller hereto respectively covenants, represents, and warrants that Seller owns good and marketable title to the Real Estate; which covenants, representations, and warranties shall be true and accurate as of the date of closing and shall survive the closing and the transfer of the deed of conveyance.

Taxes and Assessments. All taxes and assessments on the Real Estate due and payable in prior years and a pro-rata share of present taxes, based upon taxes and assessments for 2011, shall be paid by Seller to date of closing.

Closing and Possession. It is understood and agreed between the parties hereto that time is of the essence of this Agreement. The closing for the transaction described herein shall occur on or before the date specified in Paragraph 3 hereof, as such date may be extended as provided herein. The closing shall occur at the offices of Lawyers Title and the closing fee shall be paid by Buyer. Possession shall be delivered to Buyer at closing. Any personal property left on the Real Estate after the Buyer receives possession shall be considered abandoned.

Default. If Buyer fails to close the purchase of the Real Estate, Seller may, at its sole option, either terminate this Agreement or exercise any rights and remedies available to it at law or in equity, including but not limited to, specific performance. If Seller fails to close the purchase of the Real Estate, Buyer may, at its sole option, either terminate this Agreement and/or exercise any rights and remedies available to it, at law or in equity, including but not limited to specific performance.

Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Construction of Agreement. This Agreement is intended to be interpreted and construed under and by virtue of the laws of the State of Kansas.

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

"Seller"

CoreFirst Bank & Trust

By: Darrel E Dougan Jr SVP
Darrel E Dougan Jr Sr Vice President
(name and title)

"Buyer"

CITY OF TOPEKA, a municipal corporation

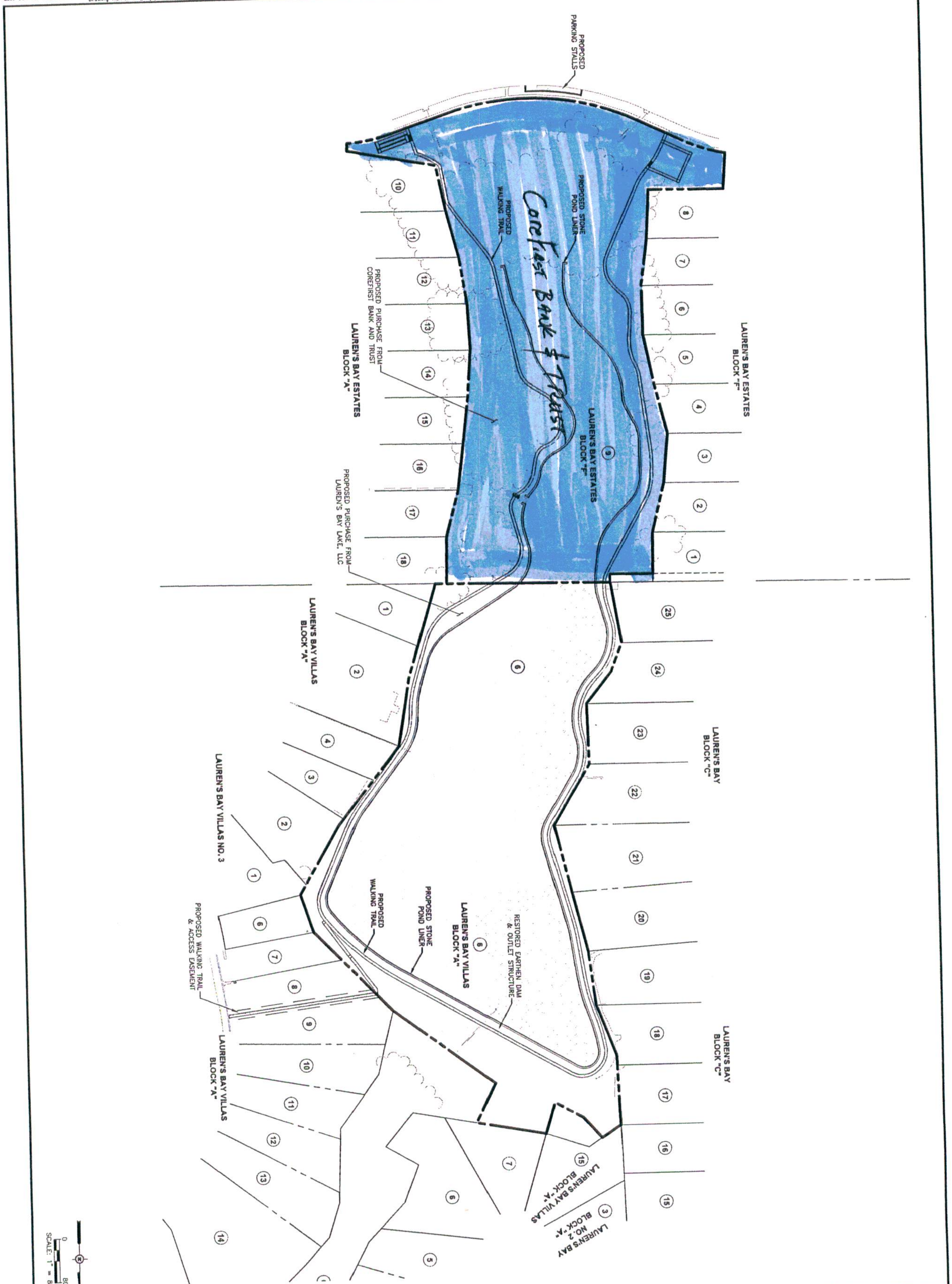
By: ______________________________
William W. Bunten, Mayor

ATTEST:

____
Brenda Younger, City Clerk

Project No. T151011.00, Parcel 2

Last edit on: 00/00/00 Drawing Name: W:\proj\15000\15882\15882.400\autocad\xrefs\15882.400 C01 Layout.dwg Layout Name: 24x36 Exhibit Plotted By: PAB00986 Plotted on: 6/1/2011 1:37:20 PM



DESIGNED BY:	SEL / PAB
DRAWN BY:	SEL
APPROVED BY:	PAB
DESIGN PROJ:	15882.400
CONST PROJ:	SEL
SCALE:	1" = 80'
DATE:	JUNE 2011
DRAWING NO.	1
SHEET NO.	1 of 1

LAYOUT EXHIBIT

LAUREN'S BAY POND REPAIR

BARTLETT & WEST
1200 SW EXECUTIVE DRIVE, TOPEKA, KS 66615-3850
PHONE: 785.272.2252 • FAX: 785.272.6739
WWW.BARTWEST.COM

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 15, 2011

DATE:	**November 29, 2011**		
CONTACT PERSON:	**Mike McGee**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**Johnson Controls Inc.**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**020 Resolutions / 005 Miscellaneous**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by Interim City Manager Daniel R. Stanley, authorizing the execution and delivery of an equipment lease/purchase agreement with respect to the acquisition, purchase, financing and leasing of certain equipment for the public benefit; authorizing the execution and delivery of documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution.

(Approval would authorize the City Manager to enter into a contract with Johnson Controls, Inc., for the purchase and installation of energy performance equipment; execute a financing/lease agreement with All American Investment Group, LLC.; and execute an escrow agreement.)

POLICY ISSUE:

Whether to approve Resolution authorizing the City Manager to: (1) enter into a contract with Johnson Controls, Inc. for purchase and installation of energy performance equipment; (2) execute a financing/lease agreement with All American Investment Group, LLC.; and (3) execute an escrow agreement.

STAFF RECOMMENDATION:

Approve

BACKGROUND:

Johnson Controls Inc will install energy performance equipment in most City buildings and facilities and guarantee energy savings. The savings generated by reduced energy costs will be used to make the lease payments for the equipment. The lease would be financed by All American Investment Group over a 15 year period for a total amount of approximately $3.6 million.

BUDGETARY IMPACT:

Item #18

No impact on general fund as savings resulting from reduced energy costs will be used to make lease payments, commencing on 12/1/12.

SOURCE OF FUNDING:

Savings as a result of reduced energy costs.

ATTACHMENTS:

Resolution

Lease Purchase Agreement

Johnson Controls Inc. Agreement

RESOLUTION NO. ___________

A RESOLUTION introduced by Interim City Manager Daniel R.Stanley authorizing the execution and delivery of an equipment lease/purchase agreement with respect to the acquisition, purchase, financing and leasing of certain equipment for the public benefit; authorizing the execution and delivery of documents required in connection therewith; and authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this resolution.

WHEREAS, the City of Topeka, Kansas (the *“Lessee”*) is authorized by the laws of the State of Kansas to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment with a cost (including capitalized interest) not to exceed $ 3,599.524.30 constituting personal property necessary for the Lessee to perform essential governmental functions (the “*Equipment*”); and

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Equipment Lease/Purchase Agreement (the *“Agreement”*) with All American Investment Group, LLC (the *“Lessor”*), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, the Equipment constitutes "energy conservation measures" pursuant to the provisions of K.S.A. 75-37,125, and the Lessee is permitted to enter into a lease purchase agreement for such energy conservation measures; and

WHEREAS, a lease-purchase agreement entered into pursuant to K.S.A. 75-37,125 is not subject to the cash basis law as set forth in K.S.A. 10-1101 *et seq.*; and

WHEREAS, the City Council deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the documentation relate to the financing of the Equipment for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS, that

Section 1. Approval of Documents. The form, terms and provisions of the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the City Council, the execution of such documents being conclusive evidence of such approval; and the Interim City Manager is hereby authorized and directed to execute this Agreement and any related Exhibits attached thereto and to deliver the Agreement (including such Exhibits) to the respective parties thereto, and the City Clerk is hereby authorized to attest his signature and affix the seal, if any, of the Lessee to such documents.

Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Acceptance Certificates and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement or any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each lease are special limited obligations of the Lessee as provided in such lease.

Section 4. Appointment of Authorized Lessee Representatives. The Contracts & Procurement Director is hereby designated to act as authorized representative of the Lessee for purposes of the Agreement until such time as the City Manager shall designate any other or different authorized representative for purposes of the Agreement and each lease schedule.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Repealer. All ordinances and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 7. Effective Date. This Resolution shall be effective immediately upon approval by the City Council.

ADOPTED and APPROVED by the City Council ___________________________.

CITY OF TOPEKA, KANSAS

____
William W. Bunten, Mayor

ATTEST:

____
Brenda Younger, City Clerk

EQUIPMENT LEASE/PURCHASE AGREEMENT

(ACQUISITION FUND)

This Equipment Lease/Purchase Agreement (the *"Agreement"*) dated as of December 1, 2011, and entered into between All American Investment Group, LLC, (*"Lessor"*), and the City of Topeka, Kansas, a body corporate and politic existing under the laws of the State of Kansas (*"Lessee"*).

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment (as such term is defined herein), subject to the terms and conditions hereof; and

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein; and

WHEREAS, the Equipment constitutes "energy conservation measures" pursuant to the provisions of K.S.A. 75-37,125, and the Lessee is permitted to enter into a lease purchase agreement for such energy conservation measures; and

WHEREAS, a lease-purchase agreement entered into pursuant to K.S.A. 75-37,125 is not subject to the cash basis law as set forth in K.S.A. 10-1101 *et seq.*; and

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

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition Amount" means $2,866,746.00. The Acquisition Amount is the amount represented by Lessee to be sufficient, together with proceeds from Lessee if any, to acquire the Equipment.

"Acquisition Fund" means the fund established and held by the Acquisition Fund Custodian pursuant to the Acquisition Fund Agreement, if any.

"Acquisition Fund Agreement" means the Acquisition Fund and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered.

"Acquisition Fund Custodian" means the Acquisition Fund Custodian identified in the Acquisition Fund Agreement, and its successors and assigns.

"Acquisition Period" means the period ending five (5) business days prior to March 1, 2013 (based on the final project completion date of December 1, 2012).

"Agreement" means this Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.04.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

"Commencement Date" means the date when Lessee's obligation to pay rent commences hereunder, which shall be the date on which the Acquisition Amount is deposited with the Acquisition Fund Custodian.

"Contract Rate" means the rate identified as such in the Payment Schedule.

"Equipment" means the property listed in the Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"Equipment Costs" means the total cost of the Equipment, including related costs such as freight, installation and taxes, capitalizable costs, and costs of issuance incurred in connection with the acquisition and/or financing of the Equipment.

"Equipment Schedule" means the equipment schedule attached hereto as Exhibit A and made a part hereof.

"Event of Default" means an Event of Default described in Section 12.01.

"Lease Term" means the Original Term and all Renewal Terms, with a final Renewal Term ending on June 1, 2027.

"Lessee" means the entity referred to as Lessee in the first paragraph of this Agreement.

"Lessor" means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to this Agreement, including the Equipment, the Rental Payments and other amounts due hereunder, pursuant to Section 11.01, or the Acquisition Fund, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder.

"Material Adverse Change" means any change in Lessee's creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee's ability to perform its obligations under this Agreement

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at such Commencement Date.

"Payment Schedule" means the payment schedule attached hereto as Exhibit B and made a part hereof.

"Purchase Price" means the amount that Lessee shall pay to Lessor to purchase such Equipment as provided in the Payment Schedule.

"Renewal Terms" means the renewal terms of this Agreement, each having a duration of one year and a term coextensive with Lessee's fiscal year.

"Rental Payments" means the basic rental payments payable by Lessee hereunder pursuant to Section 4.01, consisting of a principal component and an interest component.

"State" means the State of Kansas.

"Taxable Rate" means an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any payment date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

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"Vendor" means the manufacturer, installer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessor arranged Lessee's acquisition, installation, maintenance and/or servicing of the Equipment.

"Vendor Agreement" means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid hereunder.

(g) Lessee has kept, and throughout the Lease Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within 270 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) its annual budget for the following fiscal year when approved but not later than 30 days prior to its current fiscal year end. The financial statements described in subsection (i) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment and expects to make immediate use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. Lessee shall not permit the Federal government to guarantee any Rental Payments. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment. Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation. Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of this Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations hereunder. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's security interest in the Equipment and Lessor's rights and benefits under this Agreement.

(k) Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate.

(l) The capital cost that would be required to purchase the Equipment and related costs of the Equipment if paid for by cash would be $2,866,746.00.

(m) The annual average effective interest cost of this Agreement is 2.700 % per annum.

(n) No amount is included in the Rental Payments for service, maintenance, insurance and other charges exclusive of capital cost and interest cost.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms of this Agreement, Lessor agrees to provide the Acquisition Amount to acquire the Equipment. Lessor hereby demises, leases, transfers and lets to Lessee, and Lessee hereby acquires, rents and leases from Lessor, the Equipment. The Original Term of this Agreement will commence on the Commencement Date. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term as set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Payment Schedule.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03, to continue the Lease Term through the Original Term and all Renewal Terms. Lessee affirms that sufficient funds are available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to extend this Lease for any Renewal Term is to be made in accordance with the City's normal procedures for such decisions by the then current governing body of the City.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to cease use of the Equipment and peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

Section 3.04. Conditions to Lessor's Performance.

(a) As a prerequisite to the performance by Lessor of any of its obligations under this Agreement, Lessee shall deliver to Lessor the following:

(i) An Acquisition Fund Agreement in the form set forth in Exhibit I hereto, satisfactory to Lessor and executed by Lessee and the Acquisition Fund Custodian,;

(ii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as Exhibit C-1, authorizing the execution and delivery of this Agreement and performance by Lessee of its obligations hereunder;

(iii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C-2, completed to the satisfaction of Lessor;

(iv) An opinion of counsel to Lessee in substantially the form attached hereto as Exhibit D and otherwise satisfactory to Lessor.

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02;

(vii) A waiver or waivers of interest in the Equipment, satisfactory to Lessor, from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;

(viii) If Lessee has designated this Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, a certificate substantially in the form attached hereto as Exhibit G executed by an authorized official of Lessee;

(ix) A copy of a fully completed and executed Form 8038-G;

(x) A certified copy of any Surety Bond satisfying the conditions set forth in Section 7.04, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date, provided however, that no "Disbursement Request" pursuant to the Acquisition Fund Agreement shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in Section 7.04 have been delivered to Lessor; and

(xi) Such other items reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations under this Agreement shall be subject to: (i) no Material Adverse Change in the financial condition of Lessee since the date of this Agreement, and (ii) no Event of Default having occurred and continuing.

(c) Subject to satisfaction of the foregoing, Lessor will deposit the Acquisition Amount with the Acquisition Fund Custodian.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in the Payment Schedule. Interest on the Acquisition Amount shall begin to accrue as of the Commencement Date. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less, from such date.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal as more fully detailed on the Payment Schedule.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances.

Section 4.05. Tax Covenants.

(a) Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) In the event that Lessee does not spend sufficient moneys in the Acquisition Fund within six (6) months of the date the deposit is made pursuant to Section 3.04(c), Lessee will, if required by section 148(f) of the Code to pay rebate: (i) establish a Rebate Account and deposit the Rebate Amount (as defined in Section 1.148-3(b) of the Federal Income Tax Regulations) not less frequently than once per year after the applicable Commencement Date; and (ii) rebate to the United States, not less frequently than once every five (5) years after the applicable Commencement Date, an amount equal to at least 90% of the Rebate Amount and within 60 days after payment of all Rental Payments or the Purchase Price as provided in Section 10.01(a) hereof, 100% of the Rebate Amount, as required by the Code and any regulations promulgated thereunder. Lessee shall determine the Rebate Amount, if any, at least every year and upon payment of all Rental Payments or the Purchase Price and shall maintain such determination, together with any supporting documentation required to calculate the Rebate Amount, until six (6) years after the date of the final payment of the Rental Payments or the Purchase Price.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component of Rental Payments shall be at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate.

For purposes of this Section, *"Event of Taxability"* means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee's action or failure to take any action.

Section 4.07. Mandatory Prepayment. Any funds not applied to Equipment Costs and remaining in the Acquisition Fund on the earlier of (a) the expiration of the Acquisition Period and (b) the date on which Lessee executes an Acceptance Certificate, shall be applied by Lessor on any Rental Payment date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in the inverse order of maturity.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of Equipment.

(a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Equipment Schedule and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit E.

(b) Lessee shall deliver to Lessor original invoices (and proof of payment of such invoice) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee.

Section 5.02. Quiet Enjoyment of Equipment. So long as Lessee is not in default hereunder, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be relocated from the base location specified for it in the Equipment Schedule without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights hereunder.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for herein.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default or upon termination of this Agreement pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.02. Upon purchase of the Equipment by Lessee pursuant to Section 10.01, Lessor's security interest or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations hereunder, Lessee grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment, (b) moneys and investments held from time to time in the Acquisition Fund and (c) any and all proceeds of any of the foregoing. Lessee agrees to execute and authorizes Lessor to file such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment, the Acquisition Fund and the proceeds thereof.

Section 6.03. Personal Property Lessee agrees that the Equipment is deemed to be and will remain personal property, and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lessor or its assigns in its discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; *provided* that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term.

Section 7.02. Insurance. Lessee shall during the Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and additional insured and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Purchase Price of the Equipment or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least $ 1,000,000 per occurrence/$2,000,000 in the aggregate for bodily injury and property damage coverage, and in all events in form and amount satisfactory to Lessor; and (c) worker's compensation coverage as required by the laws of the State and as evidenced by a certificate issued by the State to the Lessee; *provided* that, with Lessor's prior written consent which will not be unreasonably withheld, Lessee may self-insure against the risks described in clauses (a) and/or (b). In the event Lessee is permitted, with Lessor's prior written consent which will not be unreasonably withheld, to self-insure with respect to this Section, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as Exhibit F. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including reasonable attorneys fees) arising out of or as a result of 3(a) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment, (b) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (c) the breach of any covenant of Lessee under or in connection with this Agreement or any material misrepresentation provided by Lessee under or in connection with this Agreement. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 7.04. Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties. Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each vendor agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied first to amounts due Lessor under this Agreement, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations hereunder.

Section 7.05. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to purchase the Equipment in accordance with Section 10.01(b) by making payment of the Purchase Price.

If Lessee elects to replace any item of the Equipment (the *"Replaced Equipment"*) pursuant to this Section, the replacement equipment (the *"Replacement Equipment"*) shall be new or of a quality, type, utility and condition at least as good as the Replaced Equipment, shall be of equal or greater value than the Replaced Equipment and shall provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment date after the occurrence of a casualty event, or be required to exercise its option to purchase the damaged equipment and pay the Purchase Price applicable thereto.

For purposes of this Article, the term *"Net Proceeds"* shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement.

Section 9.02 Vendor's Agreements; Warranties. Lessee covenants that it shall not in any material way amend, modify, rescind or alter any Vendor Agreement without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under this Agreement, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendors of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor hereunder, including the right to receive full and timely Rental Payments. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase all, but not less than all, of the Equipment, at the following times and upon the following terms:

(a) From and after the date specified (if any) in the Payment Schedule (the "*Purchase Option Commencement Date*"), on the Rental Payment dates specified in the Payment Schedule, upon not less than 30 days' prior written notice, and upon payment in full of the Rental Payments then due and all other amounts then owing hereunder plus the then applicable Purchase Price, which may include a prepayment premium on the unpaid balance as set forth in the Payment Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option (which shall be the earlier of the next Rental Payment date or 60 days after the casualty event) upon payment in full to Lessor of the Rental Payment then due plus the then applicable Purchase Price (or, in the event such purchase occur on a date other than a Rental Payment date, the sum of (i) the Purchase Price set forth on Exhibit B relating to the Rental Payment immediately prior to the date of such purchase plus (ii) accrued interest on the Outstanding Balance set forth on Exhibit B relating to the Rental Payment immediately prior to the date of such purchase, plus all other amounts then owing hereunder; or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing hereunder, and the payment of $1.00 to Lessor.

After payment of the applicable Purchase Price and all other amounts owing hereunder, Lessor's security interests in and to such Equipment will be terminated and Lessee will own the Equipment free and clear of Lessor's security interest in the Equipment.

ARTICLE XI

Section 11.01. Assignment by Lessor.

(a) Lessor's right, title and interest in and to this Agreement, the Rental Payments and any other amounts payable by Lessee hereunder, the Acquisition Fund Agreement, its security interest in the Equipment and Acquisition Fund, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust; *provided* such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represents that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands neither this Agreement nor certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933; *provided further,* that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under this Agreement with or to more than one individual or entity.

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice sixty (60) days in advance of assignment that discloses the name, tax identification number and address of each such assignee; *provided,* that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under this Agreement, it shall thereafter be sufficient that Lessee receives sixty (60) days advance notice of the name and address of the bank or trust company as trustee or paying agent. During the Lease Term, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's security interest in and to the Equipment and all rights in, to and under this Agreement related to such Equipment, and all of Lessor's security interest in and to the Acquisition Fund, or all rights in, to and under the Acquisition Fund Agreement.

(c) If Lessor notifies Lessee of its intent to assign this Agreement, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment substantially in the form of Exhibit H attached hereto within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title, and interest in, to and under this Agreement or any portion of the Equipment or the Acquisition Fund Agreement may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an *"Event of Default"* under this Agreement:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under this Agreement within 10 days of the date when due as specified herein or (ii) maintain insurance as required herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration;

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provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor, or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of $100,000;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating the Lease Term, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee and other amounts hereunder or the Equipment that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies hereunder, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities hereunder or the Equipment;

(c) Lessor may terminate the Acquisition Fund Agreement and apply any proceeds in the Acquisition Fund to the Rental Payments due hereunder; and

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights hereunder or as a secured party in any or all of the Equipment.

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Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[*Remainder of Page Intentionally Left Blank*]

[*Signature Page Follows*]

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IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:

All American Investment Group, LLC
730 17th Street, Suite 830
Denver, Colorado 80202
Attention: Cheri A. Cattoor, COO
Fax No.: (303) 623-5180

By: ______________________
Name: Cheri A. Cattoor
Title: Chief Operating Officer
Date: ______________________

LESSEE:

City of Topeka, Kansas
215 SE 7th Street, Room 60
Topeka, Kansas 66603-3914
Attn: Daniel R. Stanley, Interim City Manager
Fax: (785) 368-3909

By: ______________________
Name: Daniel R. Stanley
Title: Interim City Manager
Date: ______________________

(Seal)

Attest:

By: ______________________
Name: Brenda Younger
Title: City Clerk
Date: ______________________

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Agreement constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B

PAYMENT SCHEDULE

Payment Number	Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Purchase Price (including Prepayment Premium)
1	12/1/2012	91,482.50	77,924.61	13,557.89	2,881,719.99
2	6/1/2013	91,482.50	38,518.04	52,964.46	2,828,225.89
3	12/1/2013	94,226.50	37,803.02	56,423.48	2,771,238.17
4	6/1/2014	94,226.50	37,041.30	57,185.20	2,713,481.12
5	12/1/2014	97,053.50	36,269.30	60,784.20	2,652,089.08
6	6/1/2015	97,053.50	35,448.72	61,604.78	2,589,868.25
7	12/1/2015	111,767.00	34,617.05	77,149.95	2,511,946.80
8	6/1/2016	111,767.00	33,575.53	78,191.47	2,432,973.42
9	12/1/2016	115,120.00	32,519.94	82,600.06	2,349,547.36
10	6/1/2017	115,120.00	31,404.84	83,715.16	2,264,995.04
11	12/1/2017	118,573.50	30,274.69	88,298.81	2,175,813.25
12	6/1/2018	118,573.50	29,082.65	89,490.85	2,085,427.49
13	12/1/2018	122,125.50	27,874.53	94,250.97	1,990,234.01
14	6/1/2019	122,125.50	26,602.14	95,523.36	1,893,755.41
15	12/1/2019	125,794.50	25,312.57	100,481.93	1,792,268.66
16	6/1/2020	125,794.50	23,956.07	101,838.43	1,689,411.85
17	12/1/2020	129,568.50	22,581.25	106,987.25	1,581,354.73
18	6/1/2021	129,568.50	21,136.92	108,431.58	1,471,838.83
19	12/1/2021	133,455.50	19,673.09	113,782.41	1,356,918.60
20	6/1/2022	133,455.50	18,137.03	115,318.47	1,240,446.94
21	12/1/2022	132,119.03	16,580.23	115,538.80	1,123,752.75
22	6/1/2023	132,119.03	15,020.46	117,098.57	1,005,483.20
23	12/1/2023	132,119.03	13,439.63	118,679.40	885,617.01
24	6/1/2024	132,119.03	11,837.46	120,281.57	764,132.62
25	12/1/2024	132,119.03	10,213.65	121,905.38	641,008.19
26	6/1/2025	132,119.03	8,567.93	123,551.10	516,221.57
27	12/1/2025	132,119.03	6,899.99	125,219.04	389,750.34
28	6/1/2026	132,119.03	5,209.53	126,909.50	261,571.75
29	12/1/2026	132,119.03	3,496.26	128,622.77	131,662.75
30	6/1/2027	132,119.03	1,759.87	130,359.16	0.00
Grand Totals		3,599,524.30	732,778.30	2,866,746.00	

Contract Rate. The Contract Rate is: 2.700 %.

Purchase Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Purchase Option Commencement Date is December 1, 2012.

EXHIBIT I

FORM OF ACQUISITION FUND AND ACCOUNT CONTROL AGREEMENT

This Acquisition Fund and Account Control Agreement (this "Agreement"), dated as of December 1, 2011, by and among All American Investment Group, LLC (hereinafter referred to as "Lessor"), the City of Topeka, Kansas, a political subdivision of the state of Kansas (hereinafter referred to as "Lessee") and SunTrust Bank (hereinafter referred to as "Acquisition Fund Custodian").

Reference is made to that certain Equipment Lease/Purchase Agreement dated as of December 1, 2011 between Lessor and Lessee (hereinafter referred to as the "Agreement"), covering the acquisition and lease of certain Equipment described therein (the "Equipment"). It is a requirement of the Agreement that the Acquisition Amount ($2,866,746.00) be deposited into an escrow under terms satisfactory to Lessor, for the purpose of fully funding the Agreement, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

The parties agree as follows:

1. Creation of Acquisition Fund.

(a) There is hereby created a special trust fund to be known as the "City of Topeka, Kansas, 2011 Acquisition Fund" (the "Acquisition Fund") to be held in trust by the Acquisition Fund Custodian for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) The Acquisition Fund Custodian shall invest and reinvest moneys on deposit in the Acquisition Fund in Qualified Investments in accordance with written instructions received from Lessee. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Acquisition Fund Custodian for the reinvestment of any maturing investment. Accordingly, neither the Acquisition Fund Custodian nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Acquisition Fund, and Lessee agrees to and does hereby release the Acquisition Fund Custodian and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Acquisition Fund shall become part of the Acquisition Fund, and gains and losses on the investment of the moneys on deposit in the Acquisition Fund shall be borne by the Acquisition Fund. For purposes of this agreement, "Qualified Investments" means any investments which meet the requirements of K.S.A. 10-131. IN THE ABSENCE OF WRITTEN INSTRUCTIONS, THE ACQUISITION FUND CUSTODIAN IS HEREBY AUTHORIZED AND DIRECTED TO INVEST AND RE-INVEST ALL FUNDS ON HAND IN DIRECT OBLIGATIONS OF THE UNITED STATES OF AMERICA WITH FOUR (4) WEEKS MATURITY AND WITH AN AUTOMATIC FOUR (4) WEEKS ROLL-OVER UNTIL OTHERWISE DIRECTED.

(c) Unless the Acquisition Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Acquisition Fund shall be disbursed by the Acquisition Fund Custodian in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Acquisition Fund are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Acquisition Fund on or after the earlier of (i) the expiration of the Acquisition Period and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Acquisition Fund shall be terminated at the earliest of (i) the final distribution of amounts in the Acquisition Fund or (ii) written notice given by Lessor of the occurrence of a default or termination of the Agreement due to non-appropriation.

(e) The Acquisition Fund Custodian may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Acquisition Fund Custodian shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Acquisition Fund Custodian, and for the disposition of the same in accordance herewith.

(f) Unless the Acquisition Fund Custodian is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Acquisition Fund Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Acquisition Fund Custodian under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Acquisition Fund Custodian against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Acquisition Fund Custodian hereunder, the Acquisition Fund Custodian may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Acquisition Fund Custodian shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Agreement until a final judgment in such action is received.

(h) The Acquisition Fund Custodian may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Acquisition Fund Custodian shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

(i) Lessee shall reimburse the Acquisition Fund Custodian for all reasonable costs and expenses, including those of the Acquisition Fund Custodian's attorneys, agents and employees incurred for extra-ordinary administration of the Acquisition Fund and the performance of the Acquisition Fund Custodian's powers and duties hereunder in connection with any Event of Default under the Agreement, or in connection with any dispute between Lessor and Lessee concerning the Acquisition Fund.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Acquisition Fund. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof.

(b) Authorized Acquisition Fund Disbursements. Disbursements from the Acquisition Fund shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment including payment of the interest portion of the Rental Payment to and including December 1, 2012.

(c) Requisition Procedure. No disbursement from the Acquisition Fund shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Acquisition Fund there shall be filed with the Acquisition Fund Custodian a requisition for such payment in the Form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. Each such requisition shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that:

   (i) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Acquisition Fund for costs relating to the Equipment identified in the Agreement, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (ii) the Authorized Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (iii) such requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee); (iv) the Equipment is insured in accordance with the Agreement; (v) no Event of Default (nor any event which, with notice or laps of time or both, would become an Event of Default) has occurred and is continuing and (vi) the representations, warranties and covenants of Lessee set forth in the Agreement are true and correct as of the date hereof.

2. Delivery to Lessor invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Agreement and any additional documentation reasonably requested by Lessor; and

3. The disbursement shall occur during the Acquisition Period.

3. Deposit to Acquisition Fund. Upon satisfaction of the conditions specified in Section 3.04 of the Agreement, Lessor will cause the Acquisition Amount to be deposited in the Acquisition Fund. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Acquisition Fund.

4. Excessive Acquisition Fund. Any funds remaining in the Acquisition Fund on or after the earlier of (a) the expiration of the Acquisition Period and (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Acquisition Fund as otherwise provided herein, the Acquisition Fund Custodian shall be applied to amounts owed under the Agreement in accordance with Section 4.07 of the Agreement.

5. Security Interest. The Acquisition Fund Custodian and Lessee acknowledge and agree that the Acquisition Fund and all proceeds thereof are being held by Acquisition Fund Custodian for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Acquisition Fund, and all proceeds thereof, and all investments made with any amounts in the Acquisition Fund. If the Acquisition Fund, or any part thereof, is converted to investments as set forth in this agreement, such investments shall be made in the name of Acquisition Fund Custodian and the Acquisition Fund Custodian hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Acquisition Account. In order to perfect Lessor's security interest by means of control in (i) the Acquisition Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Acquisition Fund, (iii) all of Lessee's rights in respect of the Acquisition Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Acquisition Fund Custodian further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the state of Kansas ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Acquisition Fund Custodian will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Acquisition Fund Custodian hereby represents and warrants (a) that the records of Acquisition Fund Custodian show that Lessee is the sole owner of the Collateral, (b) that Acquisition Fund Custodian has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Acquisition Fund Custodian is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Acquisition Fund Custodian is obligated to accept from Lessor under this Agreement and entitlement orders that Acquisition Fund Custodian, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Acquisition Fund Custodian will not enter into any agreement by which Acquisition Fund Custodian agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Acquisition Fund Custodian shall promptly notify

Lessor if any person requests Acquisition Fund Custodian to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Acquisition Fund Custodian may allow Lessee to effect sales, trades, transfers and exchanges of Collateral within the Acquisition Fund, but will not, without the prior written consent of Lessor, allow Lessee to withdraw any Collateral from the Acquisition Fund. Acquisition Fund Custodian acknowledges that Lessor reserves the right, by delivery of written notice to Acquisition Fund Custodian, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Acquisition Fund. Further, Acquisition Fund Custodian hereby agrees to comply with any and all written instructions delivered by Lessor to Acquisition Fund Custodian (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Acquisition Fund Custodian to comply with all instructions and entitlement orders delivered by Lessor to Acquisition Fund Custodian.

(g) Acquisition Fund Custodian will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Acquisition Fund Custodian will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Acquisition Fund Custodian and Lessee hereby agree that any property held in the Acquisition Fund shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Acquisition Fund Custodian may be a party.

(i) Acquisition Fund Custodian is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 7 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Acquisition Fund statements or reports issued or sent to Lessee with respect to the Acquisition Fund.

7. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement. This agreement may not be amended except in writing signed by all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to Lessor: All American Investment Group, LLC
730 17th Street, Suite 830
Denver, Colorado 80202
Attn: Cheri A. Cattoor, COO
Fax: (303) 623-5180

If to Lessee: City of Topeka, Kansas
215 SE 7th Street, Room 60
Topeka, Kansas 66603-3914
Attn: Daniel R. Stanley, Interim City Manager
Fax: (785) 368-3909

If to Acquisition Fund Custodian: SunTrust Bank
919 East Main Street, 7th Floor
Richmond, VA 23219
Attention: Matthew Ward, Trust Officer
Phone: (804) 782-7182
Fax: (804) 782-7855

In Witness Whereof, the parties have executed this Acquisition Fund and Account Control Agreement as of the date first above written.

All American Investment Group, LLC
as Lessor

By: Cheri A. Cattoor

Name Printed: Cheri A. Cattoor

Title: Chief Operating Officer

Date: 12-1-11

City of Topeka, Kansas
as Lessee

By: ______________

Name Printed: Daniel R. Stanley

Title: Interim City Manager

Date: ______________

SunTrust Bank
as Acquisition Fund Custodian

By: Matthew Ward

Name Printed Matthew Ward

Title: Vice President

Date: ______________

PERFORMANCE CONTRACT

This Performance Contract (this "Agreement") is made this ___ day of ______________________, 20__ between:

PARTIES

JOHNSON CONTROLS, INC. ("JCI")
9850 Legler Road Lenexa, Kansas 66219

and

City of Topeka Kansas
620 SE Madison Topeka, Kansas 66607

RECITALS

WHEREAS, Customer desires to retain JCI to perform the work specified in Schedule 1 (Scope of Work) hereto (the "Work") relating to the installation of the improvement measures (the "Improvement Measures") described therein; and

WHEREAS, Customer is authorized and empowered under applicable Laws (as defined below) to enter into this Agreement, and has taken all necessary action under applicable Laws to enter into this Agreement; and

WHEREAS, Customer has selected JCI to perform the Work after it determined JCI's proposal was the most advantageous to Customer in accordance with all applicable procurement and other Laws.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

AGREEMENT

1. **SCOPE OF THE AGREEMENT.** JCI shall perform the Work set forth in Schedule 1. After the Work is Substantially Complete (as defined below) and the Certificate of Substantial Completion is executed by Customer and JCI, JCI shall provide the assured performance guarantee (the "Assured Performance Guarantee") and the measurement and verification services (the "M&V Services") set forth in Schedule 2 (Assured Performance Guarantee) and/or Schedule 2A (Assured Performance Guarantee – Utility Meters), as applicable. Customer shall make payments to JCI for the Work and the M&V Services in accordance with Schedule 4 (Price and Payment Terms).

2. **AGREEMENT DOCUMENTS:** In addition to the terms and conditions of this Agreement, the following Schedules are incorporated into and shall be deemed an integral part of this Agreement:

   Schedule 1 – Scope of Work
   Schedule 2 – Assured Performance Guarantee
   Schedule 2A – Assured Performance Guarantee – Utility Meters
   Schedule 3 – Customer Responsibilities
   Schedule 4 – Price and Payment Terms

3. **NOTICE TO PROCEED; SUBSTANTIAL COMPLETION; M&V SERVICES.** This Agreement shall become effective on the date of the last signature on the signature page below. JCI shall commence performance of the Work within ten (10) business days of receipt of Customer's Notice to Proceed, a form of which is attached hereto as Attachment 1, and shall achieve Substantial Completion of the Work by the Substantial Completion date, which shall be the earlier of:

(a) the date on which Customer executes a Certificate of Substantial Completion substantially in the form attached hereto as Attachment 3;

or

(b) Twelve Months after JCI's receipt of Customer's Notice to Proceed, subject to adjustments set forth in Section 4 and Section 5 below.

For purposes of this Agreement, "Substantial Completion" means that JCI has provided sufficient materials and services to permit Customer to operate the Improvement Measures. The M&V Services shall commence on the first day of the month following the month in which Customer executes a Certificate of Substantial Completion and shall continue throughout the Guarantee Term, subject to earlier termination of the Assured Performance Guarantee as provided herein. Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of Customer's responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability there under.

4. **DELAYS AND IMPACTS.** If JCI is delayed in the commencement, performance, or completion of the Work and/or M&V Services by causes beyond its control and without its fault, including but not limited to inability to access property; concealed or unknown conditions encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work; a Force Majeure (as defined below) condition; failure by Customer to perform its obligations under this Agreement; or failure by Customer to cooperate with JCI in the timely completion of the Work, JCI shall provide written notice to Customer of the existence, extent of, and reason for such delays and impacts. Under such circumstances, an equitable adjustment in the time for performance, price and payment terms, and the Assured Performance Guarantee shall be made.

5. **ACCESS.** Customer shall provide JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties in Customer's control that are subject to the Work and M&V Services. Customer further agrees to assist JCI, its subcontractors, and its agents to gain access to facilities and properties that are not controlled by Customer but are necessary for JCI to complete the Work and provide the M&V Services. An equitable adjustment in the time for performance, price and payment terms, and Assured Performance Guarantee shall be made as a result of any failure to grant such access.

6. **PERMITS, TAXES, AND FEES.** Unless otherwise specified in Schedule 3 (Customer Responsibilities), JCI shall be responsible for obtaining all building permits required for it to perform the Work. Unless otherwise specified in Schedule 1 (Scope of Work), Customer shall be responsible for obtaining all other permits, licenses, approvals, permissions and certifications, including but not limited to, all zoning and land use changes or exceptions required for the provision of the Work or the ownership and use of the Improvement Measures. JCI shall not be obligated to provide any changes to or improvement of the facilities or any portion thereof required under any applicable building, fire, safety, sprinkler or other applicable code, standard, law, regulation, ordinance or other requirement unless the same expressly regulates the installation of the Improvement Measures. Without limiting the foregoing, JCI's obligations with respect to the Work is not intended to encompass any changes or improvements that relate to any compliance matters (whether known or unknown) that are not directly related to the installation of the Improvement Measures or which have been imposed or enforced because of the occasion or opportunity of review by any governmental authority. Customer shall be responsible for and shall pay when due all assessments, charges and sales, use, property, excise, or other taxes now or hereafter imposed by any governmental body or agency upon the provision of the Work or the M&V Services, implementation or presence of the Improvement Measures, the use of the Improvement Measures or payments due to JCI under this Agreement, other than taxes upon the net income of JCI. Customer shall also be responsible for real or personal property taxes relating to equipment or material included in the Improvement Measures. Any fees, taxes, or other lawful charges paid by JCI on account of Customer shall become immediately due from Customer to JCI.

7. **WARRANTY.** JCI will perform the Work in a professional, workman-like manner. JCI will promptly re-perform any non-conforming Work for no charge, as long as Customer provides written notice to JCI within one (1) year following Substantial Completion or such other period identified in Schedule 1. If JCI installs or furnishes goods or equipment under this Agreement, and such goods or equipment are covered by an end-user warranty from

their manufacturer, JCI will transfer the benefits of such warranty to Customer. The foregoing remedy with respect to the Work, together with any remedy provided by goods or equipment manufacturers, shall be Customer's sole and exclusive remedies for warranty claims. Customer agrees that the one (1) year period following Substantial Completion, or such other period identified in Schedule 1, shall be a reasonable time for purposes of submitting valid warranty claims with respect to the Work. These exclusive remedies shall not have failed of their essential purpose so long as JCI transfers the benefits of any goods or equipment end-user warranty to Customer and remains willing to re-perform any non-conforming Work for no charge within the one (1) year period described above or such other period identified in Schedule 1. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY JCI. This warranty does not extend to any Work that has been abused, altered, or misused, or repaired by Customer or third parties without the supervision or prior written approval of JCI. Except with respect to goods or equipment manufactured by JCI and furnished to Customer hereunder, for which JCI shall provide its express written manufacturer's warranty, JCI shall not be considered a merchant or vendor of goods or equipment.

8. **CLEANUP.** JCI shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work and, upon completion of the Work, JCI shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

9. **SAFETY; COMPLIANCE WITH LAWS.** JCI shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work and M&V Services. Each of JCI and Customer shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities (collectively, "Laws") in connection with its performance hereunder.

10. **ASBESTOS-CONTAINING MATERIALS AND OTHER HAZARDOUS MATERIALS.**

<u>Asbestos-Containing Materials</u>: Neither party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials ("ACM"). Consistent with applicable Laws, Customer shall supply JCI with any information in its possession relating to the presence of ACM in areas where JCI undertakes any Work or M&V Services that may result in the disturbance of ACM. It is JCI's policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Customer shall provide such certification for buildings it owns, or aid JCI in obtaining such certification from facility owners in the case of buildings that Customer does not own, if JCI will undertake Work or M&V Services in the facility that could disturb ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM that may be disturbed by JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable Laws and addressing the impact of its disturbance before JCI continues with its Work or M&V Services, unless JCI had actual knowledge that ACM was present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at is sole expense for remediating areas impacted by the disturbance of the ACM, and (ii) Customer shall resume its responsibilities for the ACM after JCI's remediation has been completed.

<u>Other Hazardous Materials</u>: JCI shall be responsible for removing or disposing of any Hazardous Materials (as defined below) that it uses in providing Work or M&V Services ("JCI Hazardous Materials") and for the remediation of any areas impacted by the release of JCI Hazardous Materials. For other Hazardous Materials that may be otherwise present at Customer's facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of such materials if their presence may affect JCI's performance of the Work or M&V Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Work or M&V Services, it shall promptly stop the Work or M&V Services in the affected area and notify the other. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and the remediation of any areas impacted by the release of Non-JCI Hazardous Materials, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted with intentional disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Non-JCI Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Non-JCI Hazardous Materials that have not been released

and for releases not resulting from JCI's performance of the Work or M&V Services. For purposes of this Agreement, "Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Law relating to or addressing public or employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold and lead-based paint and specifically excludes ACM. JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of mold, regardless of the cause of the mold.

Environmental Indemnity: To the fullest extent permitted by Law, Customer shall indemnify and hold harmless JCI and JCI's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Customer's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-JCI Hazardous Materials on, under or about the facilities, or Customer's failure to comply with this Section 10.

11. **CHANGE ORDERS.** The parties, without invalidating this Agreement, may request changes in the Work to be performed under this Agreement, consisting of additions, deletions, or other revisions to the Work ("Change Orders"). The price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted in accordance with the Change Order. Such adjustments shall be determined by mutual agreement of the parties. JCI may delay performance until adjustments arising out of the Change Order are clarified and agreed upon. Any Change Order must be signed by an authorized representative of each party. If concealed or unknown conditions are encountered at the project, differing from the conditions represented by Customer in the bid documents or otherwise disclosed by Customer to JCI prior to the commencement of the Work, price and payment terms, time for performance and, if necessary, the Assured Performance Guarantee, shall be equitably adjusted. Claims for equitable adjustment may be asserted in writing within a reasonable time from the date a party becomes aware of a change to the Work by written notification. Failure to promptly assert a request for equitable adjustment, however, shall not constitute a waiver of any rights to seek any equitable adjustment with respect to such change.

12. **CUSTOMER FINANCING; TREATMENT; TAXES.** The parties acknowledge and agree that JCI is not making any representation or warranty to Customer with respect to matters not expressly addressed in this Agreement, including, but not limited to:

    (a) Customer's ability to obtain or make payments on any financing associated with paying for the Improvement Measures, related services, or otherwise;
    (b) Customer's proper legal, tax, accounting, or credit rating agency treatment relating to this Agreement; and
    (c) the necessity of Customer to raise taxes or seek additional funding for any purpose.

    Customer is solely responsible for its obligations and determinations with respect to the foregoing matters. In addition, the parties acknowledge and agree that Customer shall be responsible to comply, at its cost and expense, with all Laws that may be applicable to it relating to performance contracting, including, without limitation, any requirements relating to the procurement of goods and/or services and any legal, accounting, or engineering opinions or reviews required or obtained in connection with this Agreement.

13. INSURANCE. JCI shall maintain insurance in amounts no less than those set forth below in full force and effect at all times until the Work has been completed, and shall provide a certificate evidencing such coverage promptly following Customer's request therefore.

COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation Insurance or self insurance, including Employer's Liability	Statutory
Commercial General Liability Insurance	$5,000,000 Per Occurrence $5,000,000 Aggregate
Comprehensive Automobile Liability Insurance	$5,000,000 Combined Single Limit

The above limits may be obtained through primary and excess policies, and may be subject to self-insured retentions.

Customer shall be responsible for obtaining builder's risk insurance coverage for the Improvement Measures and shall at all times be responsible for any loss or casualty to the Improvement Measures. Customer shall also maintain insurance coverage, of the types and in the amounts customary for the conduct of its business, throughout the term of this Agreement.

14. INDEMNIFICATION. To the fullest extent permitted by applicable Law, each party shall indemnify the other with respect to any third party claim alleging bodily injury, including death, or property damage to the extent such injury or damage is caused by the negligence or willful misconduct of the indemnifying party. A condition precedent to any obligation of a party to indemnify the other pursuant to this Section 14 shall be for the indemnified party to promptly advise the indemnifying party of the claim pursuant to the notice provision of this Agreement.

15. LIMITATION OF LIABILITY. NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, PUNITIVE, EXEMPLARY, LOSS OF PROFITS OR REVENUE, LOSS OF USE, OR SIMILAR DAMAGES, REGARDLESS OF HOW CHARACTERIZED AND REGARDLESS OF A PARTY HAVING BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR RELIEF, ARISING IN ANY MANNER FROM THIS AGREEMENT, THE WORK, THE IMPROVEMENT MEASURES, THE PREMISES, THE M&V SERVICES, OR OTHERWISE. WITHOUT LIMITING JCI'S EXPRESS OBLIGATIONS UNDER THE ASSURED PERFORMANCE GUARANTEE, JCI'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL IN NO EVENT EXCEED THE AMOUNT OF THE PAYMENTS ACTUALLY RECEIVED BY JCI UNDER SCHEDULE 4. If this Agreement covers fire safety or security equipment, Customer understands that JCI is not an insurer regarding those services, and that JCI shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss. The foregoing waivers and limitations are fundamental elements of the basis for this Agreement between JCI and Customer, and each party acknowledges that JCI would not be able to provide the work and services contemplated by this Agreement on an economic basis in the absence of such waivers and limitations, and would not have entered into this Agreement without such waivers and limitations.

16. FORCE MAJEURE. Neither party will be responsible to the other for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence of that party. Such conditions (each, a "Force Majeure") include, but are not limited to: acts of God; acts of government agencies; strikes; labor disputes; fires; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; electrical power outages; interruptions or degradations in telecommunications, computer, or electronic communications systems; changes in Laws; or unavailability of parts, materials or supplies.

17. JCI'S PROPERTY. All materials furnished or used by JCI personnel and/or JCI subcontractors or agents at the installation site, including documentation, schematics, test equipment, software and associated media remain the exclusive property of JCI or such other third party. Customer agrees not to use such materials for any purpose at any time without the express authorization of JCI. Customer agrees to allow JCI personnel and/or JCI subcontractors or agents to retrieve and to remove all such materials remaining after installation or maintenance operations have been completed. Customer acknowledges that any software furnished in connection with the Work and/or M&V Services is proprietary and subject to the provisions of any software license agreement associated with such software.

18. **DISPUTES.** JCI and Customer will attempt to settle any controversy, dispute, difference, or claim between them concerning the performance, enforcement, or interpretation of this Agreement (collectively, "Dispute") through direct discussion in good faith, but if unsuccessful, will submit any Dispute to non-binding mediation in the nearest major metropolitan area of the state where the project is performed. If the parties are unable to agree on a mediator or a date for mediation, either party may request JAMS, Inc. to appoint a mediator and designate the time and procedure for mediation. Such mediator shall be knowledgeable, to each party's reasonable satisfaction, with respect to matters concerning construction law. Neither JCI nor Customer will file a lawsuit against the other until not less than sixty (60) days after the mediation referred to herein has occurred, unless one or both parties is genuinely and reasonably concerned that any applicable statute of limitations is on the verge of expiring. JCI AND CUSTOMER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL AS TO ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT, INCLUDING CONTRACT, TORT AND STATUTORY CLAIMS, AND EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS UNDER THIS AGREEMENT.

19. **GOVERNING LAW.** This Agreement and the construction and enforceability thereof shall be interpreted in accordance with the laws of the state where the Work is conducted.

20. **CONSENTS; APPROVALS; COOPERATION.** Whenever Customer's consent, approval, satisfaction or determination shall be required or permitted under this Agreement, and this Agreement does not expressly state that Customer may act in its sole discretion, such consent, approval, satisfaction or determination shall not be unreasonably withheld, qualified, conditioned or delayed, whether or not such a "reasonableness" standard is expressly stated in this Agreement. Whenever Customer's cooperation is required by JCI in order to carry out JCI's obligations hereunder, Customer agrees that it shall act in good faith and reasonably in so cooperating with JCI and/or JCI's designated representatives or assignees or subcontractors. Customer shall furnish decisions, information, and approvals required by this Agreement in a timely manner so as not to delay the performance of the Work or M&V Services.

21. **FURTHER ASSURANCES.** The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

22. **INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Agreement shall be deemed to create a partnership, joint venture, fiduciary, or similar relationship between the parties.

23. **POWER AND AUTHORITY.** Each party represents and warrants to the other that (i) it has all requisite power and authority to execute and deliver this Agreement and perform its obligations hereunder, (ii) all corporate, board, body politic, or other approvals necessary for its execution, delivery, and performance of this Agreement have been or will be obtained, and (iii) this Agreement constitutes its legal, valid, and binding obligation.

23. **SEVERABILITY.** In the event that any clause, provision, or portion of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either party under this Agreement.

24. **COMPLETE AGREEMENT.** It is understood and agreed that this Agreement contains the entire agreement between the parties relating to all issues involving the subject matter of this Agreement. No binding understandings, statements, promises or inducements contrary to this Agreement exist. This Agreement supersedes and cancels all previous agreements, negotiations, communications, commitments and understandings with respect to the subject matter hereof, whether made orally or in writing. Each of the parties to this Agreement expressly warrants and represents to the other that no promise or agreement which is not herein expressed has been made to the other, and that neither party is relying upon any statement or

representation of the other that is not expressly set forth in this Agreement. Each party hereto is relying exclusively on the terms of this Agreement, its own judgment, and the advice of its own legal counsel and/or other advisors in entering into this Agreement. Customer acknowledges and agrees that any purchase order issued by Customer associated with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes. No purchase order shall be considered a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

25. **HEADINGS.** The captions and titles in this Agreement are for convenience only and shall not affect the interpretation or meaning of this Agreement.

26. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.

27. **NOTICES.** All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by facsimile or mailed by certified or registered mail: to Johnson Controls, Inc. at the address listed on the first page of this Agreement, ATTN: Regional Solutions Manager, with a copy to Johnson Controls, Inc., ATTN: General Counsel – Building Efficiency Americas, 507 East Michigan Street, Milwaukee, Wisconsin, 53202: and to Customer at the address listed on the first page of this Agreement.

City of Topeka, Kansas	**JOHNSON CONTROLS, INC.**
Signature:______________________	Signature:______________________
Printed Name:______________________	Printed Name:______________________
Title:______________________	Title:______________________
Date:______________________	Date:______________________

Schedule 2

Johnson Controls, Inc. Initials: ____________

Customer Initials: ____________

SCOPE OF WORK

This section contains all scope of work developed for the City of Topeka. The scope of work is categorically defined by Energy Conservation Measures ("ECM"). In each section, the existing conditions, proposed solutions, conditions, and exclusions are defined. The following is a summary of the scope of work:

EMC 1: Controls Upgrades: The proposed solution in this ECM is to expand the existing Metasys system as well as install programmable thermostats with night setback capabilities in order to save energy.

EMC 2: Lighting Retrofits: The proposed solution in this ECM is to primarily replace T12 lamps and ballast and other inefficient lighting equipment with high efficiency T8 lamps and ballast or other high efficient corresponding replacement.

EMC 3: HVAC Upgrades: The proposed solution in this ECM is to replace or retrofit equipment that is failing or nearing the end of its service life.

Energy Conservation Measure 1: Controls Upgrades

Existing Equipment:

The City of Topeka currently has three buildings with building automation system ("BAS") capabilities: Holliday Office Building, Law Enforcement Center, and City Hall (Municipal Building/TPAC). All other building's HVAC equipment, (excluding Topeka Fire Department Administration and Topeka Zoo Admin Building) systems are controlled locally via manual thermostats. Buildings with manual thermostats do not have the capability to lower its zone temperature set points in an easy fashion. In addition, manual thermostats allow for any user to change the set point for any given zone. This flexibility often leads to wildly varying zone set points and erratic equipment usage which increases energy consumption. Some of the buildings also still use pneumatic controls. Pneumatic controls utilize compressed air, mechanical time clocks and actuators to control the equipment, and often require more maintenance and attention to operate the equipment as intended.

Solution:

Johnson Controls proposes in this ECM to install building automation system ("BAS") capabilities and programmable thermostats as listed by Table A-1.

Building	Programmable Thermostat	Metasys
TFD 1		x
TFD 2		x
Fire Administration		x
TFD 3		x
Fire Fleet		x
TFD 4		x
TFD 5		x
TFD 6		x
TFD 7		x
TFD 8		x
TFD 9		x
TFD 10		x
TFD 11		x
TFD 12		x
Law Enforcement Center		x
Holiday Office Building		x
Impound Lot	x	
Engineering	x	
Streets and "Parks" Compound	x	
Traffic Operations		x
Water Treatment Plant - Building A		x
Water Treatment Plant - Building K	x	
Water Treatment Plant - Intake	x	
Water Treatment Plant - Building L	x	
Water Treatment Plant - Outlying	x	
Water Treatment Plant - Building B		x
Water Treatment Plant - Building C	x	
Pump Stations*	x	
North Topeka WWTP - Solids		x
North Topeka WWTP - Headwaters	x	
North Topeka WWTP - Boiler Room		x
North Topeka WWTP - Blower Building	x	
North Topeka WWTP -Clarifier		x
North Topeka WWTP -Administration		x
North Topeka WWTP -Chlorine Chemical		x

Building	Programmable Thermostat	Metasys
Oakland WWTP - Building A		x
Oakland WWTP - Building B	x	
Oakland WWTP - Building GHI	x	
Oakland WWTP - Building S	x	
Oakland WWTP - Building T		x
Oakland WWTP - Building U		x
Oakland WWTP - Building X	x	
Oakland WWTP - UV	x	
Zoo - Animal and Man		x
Zoo - Rainforest		x
Zoo - Discovering Apes		x
Totals Included:	23	30

*A total of six additional pump stations are included in the total in addition to the listed pump house under the programmable stat column.

Table A-1

Buildings receiving Metasys capabilities will be equipped with a web based BACNet system with all programming, set-up, color graphics, trending, reporting, and alarming features. Each building on BAS will report and communicate via wireless signal to the main server via a Network Automation Engine ("NAE"). Each NAE will be connected to and communicate with other controllers and end use devices within the building targeted for control and monitoring. Changes in set points, scheduling and other defined strategies of HVAC equipment and terminal units will result in energy savings.

The BAS provides a vital tool in the monitoring and verifying of performance and savings. Trend reports and other point data generated by the BAS will verify that proposed energy saving algorithms and equipment are in place and operating as intended. In addition, live operating conditions will be displayed in easy to read graphics. The graphics at each building will use the building's floor plan to display temperature according to location. Subsequent equipment conditions will also be selectable based on its location on the buildings floor plans. The combination of trending and live operation conditions will allow for constant re-commissioning and predicative maintenance of key equipment. Access to these monitoring tools can be provided without compromising scheduling and set point control with the use of multi-security level passwords.

Programmable thermostats allow users to control set points to maintain occupant comfort while helping to regulate energy use. Users can program set back schedules to limit the amount of energy a building consumes when it is un-occupied.

Proposed specific retrofits and sequence of operations are listed by building in the section *Controls: Building by Building Overview*. Included in the retrofits are any required items in order to properly install the BAS in a given building.

Sequence of Operations:

Sequences of operations are detailed in the *Controls: Building by Building Overview* section. Operating schedules and temperature set-points pre and post can be found in *Schedule V* by building.

Savings Exclusions:

- Buildings known to operate 24 hours a day 7 days a week do not realize night set back savings.

Controls: Building by Building Overview

Currently Included in Proposed Scenario:

Includes the following:

- 100 Hours of On-Site Training
- 10 – Five Day Factory Training Classes

Furnish and install a building automation system network:

- 10 Laptop Interfaces
- 1 ADX-10 Server

Sequence Review:

- 40 hours for revising and reviewing sequences

Topeka Fire Department:

Fire Administration

Controls for one (1) boiler plant.

- NCE Controller with enclosure
- Boiler Start/Stop/Status
- Boiler Alarm
- Primary Pump Start/Stop/Status
- Outdoor Air Temperature

SYSTEM ENABLE: THE HEATING SYSTEM WILL AUTOMATICALLY START WHEN THE OUTSIDE AIR TEMPERATURE FALLS BELOW THE SYSTEM ENABLE SETPOINT WHILE THE SYSTEM ENABLE IS "ON". WHEN THE OUTSIDE AIR TEMPERATURE RISES ABOVE THIS SETPOINT OR THE SYSTEM ENABLE IS "OFF", THE HEATING SYSTEM WILL BE DISABLED.

BOILER CONTROL: THIS SYSTEM CONSISTS OF ONE BOILER. THE BURNERS SHALL BE CONTROLLED VIA THEIR OWN INTERNAL CONTROLS.

HOT WATER PUMP CONTROL: WHEN ENABLED, THE PUMP ASSOCIATED WITH THE BOILER WILL BE STARTED. IF THE PUMP STATUS DOES NOT MATCH THE COMMAND, AN ALARM WILL BE GENERATED AND THE BOILER WILL BE STOPPED. UPON LOSS OF STATUS, THE PUMP WILL RESTART AFTER THE SYSTEM RESET IS ACTIVATED. AFTER THE BOILER IS COMMANDED OFF, THE PUMP WILL CONTINUE TO RUN FOR A SHORT TIME TO DISSIPATE THE HEAT.

ADDITIONAL POINTS MONITORED BY THE FMS:

- BOILER n STATUS (BLRn-S)
- BOILER n ALARM (BLRn-A)
- OUTDOOR AIR TEMPERATURE (OA-T)

Controls for one (1) air handling unit.

- DDC Controller with Enclosure
- Zone Temperature
- Supply Fan Start/Stop/Status
- Return Fan Start/Stop/Status
- Smoke Duct Status
- DX Cooling Command (Typical of 2)
- Heating Valve Command
- Outdoor Air/Return Air Command
- Filter Status

SUPPLY FAN CONTROL: THE CONSTANT SPEED SUPPLY FAN WILL BE STARTED BASED ON OCCUPANCY SCHEDULE. WHEN THE SUPPLY FAN STATUS INDICATES THE FAN STARTED, THE CONTROL SEQUENCE WILL BE ENABLED. UPON A LOSS OF AIRFLOW, THE SYSTEM WILL AUTOMATICALLY RESTART.

RETURN FAN CONTROL: AFTER THE SUPPLY FAN HAS BEEN STARTED, THE CONSTANT SPEED RETURN FAN WILL BE STARTED.

ECONOMIZER CONTROL: WHEN THE OUTDOOR AIR IS COOLER THAN THE ECONOMIZER SETPOINT, THE ECONOMIZER WILL ACT AS THE INITIAL STAGE OF COOLING, WORKING IN SEQUENCE WITH THE COOLING COIL.

MINIMUM OA CONTROL: THE FRESH AIR INTAKE OF THE UNIT WILL BE LIMITED TO PREVENT THE MIXED AIR TEMPERATURE FROM FALLING BELOW THE LOW LIMIT SETPOINT.

TEMPERATURE CONTROL: THE DISCHARGE AIR TEMPERATURE SETPOINT WILL BE RESET AS THE ZONE TEMPERATURE CHANGES.

OCCUPIED MODE: THE OCCUPANCY MODE WILL BE CONTROLLED VIA A NETWORK INPUT. THE OCCUPANCY MODE CAN ALSO BE OVERRIDDEN BY A NETWORK INPUT.

UNOCCUPIED MODE: THE UNIT WILL CYCLE TO MAINTAIN TEMPERATURE DURING UNOCCUPIED PERIODS. THE OUTDOOR AIR DAMPER WILL GO TO MINIMUM POSITION AND THE RETURN AIR DAMPER WILL GO TO FULL RETURN.

COOLING COIL: THE COOLING COIL WILL BE STAGED IN SEQUENCE TO MAINTAIN THE TEMPERATURE SETPOINT.

REHEAT COIL: THE REHEAT COIL WILL MODULATE TO MAINTAIN THE TEMPERATURE SETPOINT. WHEN THE UNIT IS SHUTDOWN, THE REHEAT COIL WILL BE COMMANDED TO A PRESET POSITION SHOULD THE OUTDOOR AIR TEMPERATURE FALL BELOW THE LOW OUTDOOR AIR TEMPERATURE SETPOINT. UPON A LOSS OF AIRFLOW, THE REHEAT COIL WILL REMAIN IN CONTROL.

ADDITIONAL POINTS MONITORED BY THE FMS:

- RETURN FAN STATUS (RF-S)
- FINAL FILTER STATUS (FFILT-S)RETURN AIR SMOKE ALARM (RA-SD)

Controls for five (5) roof top units.

- DDC Controller with Enclosure
- Zone Temperature
- Supply Fan Start/Stop/Status
- Return Fan Start/Stop/Status
- Smoke Duct Status
- DX Cooling Command (Typical of 2)
- Heating Valve Command
- Outdoor Air/Return Air Command
- Filter Status

Valve Work:

Install five (5) 3inch 3 way hot water valves with associated RTUs.
Install one (1) 3inch 3 way hot water valve with associated AHU.

Fire Fleet

Bay 1

Controls for one (1) garage bay.

- DDC Controller with Enclosure (wireless)
- Door Status
- Zone Temperature (wireless)
- Exhaust Fan Start/Stop/Status
- Gas Heating Command
- Fan Start/Stop/Status

Bay 2

Controls for one (1) garage bay.

- DDC Controller with Enclosure (wireless)
- Door Status (Typical of 5)
- Zone Temperature (wireless)
- Gas Heating Command (Typical of 2)
- Fan Start/Stop/Status (Typical of 2)
- Outdoor Air Temperature

SUPPLY FAN CONTROL: THE CONSTANT SPEED SUPPLY FAN WILL RUN ANY TIME THERE IS A CALL FOR HEATING AND THE DOORS ARE CLOSED DURING BOTH OCCUPIED AND UNOCCUPIED STATES.

TEMPERATURE CONTROL: THE UNIT WILL CONTROL TO MAINTAIN THE ZONE TEMPERATURE SETPOINT AS SENSED BY THE ZONE TEMPERATURE SENSOR.

OCCUPIED MODE: THE OCCUPANCY MODE WILL BE CONTROLLED VIA A NETWORK INPUT.

HEATING COIL: THE HEATING COIL WILL BE MODULATED TO MAINTAIN THE TEMPERATURE SETPOINT.

DOOR OPEN: WHEN A GARAGE DOOR OPENS THE FANS WILL STOP AND THE VALVES WILL CLOSE UNTIL DOOR IS CLOSED AT WHICH POINT UNIT WILL CONTROL AS STATED ABOVE.

Bay 3

Controls for one (1) garage bay.

- DDC Controller with Enclosure (wireless)
- Door Status
- Zone Temperature (wireless)
- Gas Heating Command
- Fan Start/Stop/Status

Bay 4

Controls for one (1) garage bay.

- DDC Controller with Enclosure (wireless)
- Door Status
- Zone Temperature (wireless)
- Gas Heating Command
- Fan Start/Stop/Status

Attic

Controls for two (2) unit heaters.

- Currently have a line voltage thermostat replace with the following:
- TEC with integral zone temperature (wireless)
- Fan Start/Stop/Status

Controls for one (1) split system.

- TEC with integral zone temperature (wireless)
- DX Cooling Command
- Fan Command
- Filter Status

Controls for one (1) boiler plant.

- NCE Controller with enclosure
- Coordinator (Typical of 2)
- Repeater (Typical of 2)
- Boiler Start/Stop/Status
- Boiler Alarm
- Primary Pump Start/Stop/Status (Typical of 3)

SYSTEM ENABLE: THE HEATING SYSTEM WILL AUTOMATICALLY START WHEN THE SYSTEM ENABLE IS "ON". WHEN THE SYSTEM ENABLE IS "OFF", THE HEATING SYSTEM WILL BE DISABLED.

BOILER CONTROL: THIS SYSTEM CONSISTS OF ONE BOILER. THE BURNERS SHALL BE CONTROLLED VIA THEIR OWN INTERNAL CONTROLS.

HOT WATER PUMP CONTROL: WHEN ENABLED, A PUMP FOR EACH BOILER WILL BE STARTED. AFTER THE BOILER IS COMMANDED OFF, THE PUMP WILL CONTINUE TO RUN FOR A SHORT TIME TO DISSIPATE THE HEAT. IF THE PUMP STATUS DOES NOT MATCH THE COMMAND, AN ALARM WILL BE GENERATED AND THE PUMP WILL BE STOPPED. UPON LOSS OF STATUS, THE PUMP WILL RESTART AFTER THE SYSTEM RESET IS ACTIVATED.

ADDITIONAL POINTS MONITORED BY THE FMS:

- BOILER n STATUS (BLRn-S)
- BOILER n ALARM (BLRn-A)
- OUTDOOR AIR TEMPERATURE (OA-T)

Controls for six (6) pieces of fin tube radiation.

- TEC with integral zone temperature (wireless)
- Heating Valve Command

Valve Work:

Install six (6) 1inch 2 way valves with associated fin tubing.

Fire Department 1 (TFD 1)

Network

- One BACnet MS/TP to BACnet IP device (Power, MS/TP, IP)
- Coordinator (COM/Power)

Controls for one (1) split systems.

- TEC with integral zone temperature (wireless)
- DX Cooling Command
- Gas Heat Command
- Fan Command
- Filter Status

Controls for two (2) unit heaters.

- Currently line voltage stat replace with the following:
- TEC with integral zone temperature (wireless)
- Fan Start/Stop/Status

Monitoring of one (1) exhaust fan:

- Wire to controller for unit heater
- Exhaust Fan Start/Stop/Status

Fire Department 2 (TFD 2)

Network

- One BACnet MS/TP to BACnet IP device (Power, MS/TP, IP)

Controls for two (2) split systems.

- TEC with integral zone temperature
- DX Cooling Command
- Gas Heat Command
- Fan Command
- Filter Status

Controls for two (2) Reznor Make-Up Air units.

- DDC Controller an enclosure
- Zone Temperature
- Gas Heat Command
- Outdoor Air Damper Command
- Outdoor Air Temperature (in the duct work)
- Filter Status
- Fan Start/Stop/Status
- Exhaust Fan Status

SUPPLY FAN CONTROL: UPON A START COMMAND THE ISOLATION DAMPER(S) WILL OPEN. WHEN OPEN STATUS IS ACHIEVED, THE CONSTANT SPEED SUPPLY FAN WILL BE STARTED AND RUN CONTINUOUSLY. AFTER THE START COMMAND IS SENT, THE OUTSIDE AIR DAMPER WILL OPEN, AND THE UNIT WILL START WHEN THE DAMPER END SWITCH HAS PROVEN OPEN STATUS. WHEN THE SUPPLY FAN STATUS INDICATES THE FAN STARTED, THE CONTROL SEQUENCE WILL BE ENABLED. UPON A LOSS OF AIRFLOW, THE SUPPLY FAN WILL AUTOMATICALLY RESTART.

TEMPERATURE CONTROL: THE DISCHARGE AIR TEMPERATURE SETPOINT WILL BE RESET AS THE ZONE TEMPERATURE CHANGES.

OCCUPIED MODE: THE UNIT WILL ALWAYS BE IN AN OCCUPIED MODE.

REHEAT COIL: THE REHEAT COIL WILL BE STAGED IN SEQUENCE TO MAINTAIN THE DISCHARGE AIR TEMPERATURE SETPOINT.

ADDITIONAL POINTS MONITORED BY THE FMS:

- FINAL FILTER STATUS (FFILT-S)
- EXHAUST FAN STATUS (EF-S)

Monitoring of one (1) exhaust fan:

- Wire to controller for unit heater
- Exhaust Fan Status

Controls for two (2) unit heaters.

- TEC with integral zone temperature
- Fan Start/Stop/Status

Valve Work:
Install two (2) 1inch 2 way control valves with associated unit heaters.

Fire Department 3 (TFD 3)

Network

- One BACnet MS/TP to BACnet IP device (Power, MS/TP, IP)
- Coordinator (COM/Power)

Controls for three (3) roof top air handling units.

- Assume all wires are at TEC location and that power wire will be needed
- TEC Controller with integral zone temperature (wireless)
- DX Cooling Command
- Outdoor Air/Return Air Damper Command
- Supply Fan Start/Stop/Status
- Exhaust Fan Status
- Filter Status

Controls for one (1) unit heaters.

- TEC with integral zone temperature (wireless)
- Fan Start/Stop/Status

Controls for one (1) boiler plant.

- DDC Controller with Enclosure
- Boiler Start/Stop
- Boiler Alarm
- Pump Start/Stop/Status
- Combustion Damper Command (Typical of 3)

SYSTEM ENABLE: THE HEATING SYSTEM WILL AUTOMATICALLY START WHEN THE SYSTEM ENABLE IS "ON". WHEN THE SYSTEM ENABLE IS "OFF", THE HEATING SYSTEM WILL BE DISABLED.

BOILER CONTROL: THIS SYSTEM CONSISTS OF ONE BOILER. THE BURNERS SHALL BE CONTROLLED VIA THEIR OWN INTERNAL CONTROLS. THE COMBUSTION AIR DAMPER WILL BE COMMANDED OPEN PRIOR TO STARTING THE BOILER AND KEPT OPEN UNTIL THE BOILER IS COMMANDED OFF. IF THE STATUS OF THE COMBUSTION AIR DAMPER FAILS TO MATCH THE COMMAND, THE BOILER WILL BE STOPPED.

HOT WATER PUMP CONTROL: WHEN ENABLED, THE PUMP ASSOCIATED WITH THE BOILER WILL BE STARTED. IF THE PUMP STATUS DOES NOT MATCH THE COMMAND, AN ALARM WILL BE GENERATED AND THE BOILER WILL BE STOPPED. UPON LOSS OF STATUS, THE PUMP WILL RESTART AFTER THE SYSTEM RESET IS ACTIVATED. AFTER THE BOILER IS COMMANDED OFF, THE PUMP WILL CONTINUE TO RUN FOR A SHORT TIME TO DISSIPATE THE HEAT.

ADDITIONAL POINTS MONITORED BY THE FMS:

- BOILER n STATUS (BLRn-S)
- BOILER n ALARM (BLRn-A)
- OUTDOOR AIR TEMPERATURE (OA-T)

Controls for six (6) pieces of fin tube radiation.

- TEC with integral zone temperature (wireless)
- Heating Valve Command

<u>Valve Work:</u>
Install six (6) 1inch 2 way valves with associated fin tubing.

Fire Department 4 (TFD 4)

Controls for one (1) boiler plant.

- NCE Controller with enclosure
- Boiler Start/Stop/Status
- Boiler Alarm
- Steam Header Pressure
- Combustion Damper Command (Typical of 2)
- Outdoor Air Temperature

SYSTEM ENABLE: THE HEATING SYSTEM WILL AUTOMATICALLY START WHEN THE SYSTEM ENABLE IS "ON". WHEN THE SYSTEM ENABLE IS "OFF", THE HEATING SYSTEM WILL BE DISABLED.

BOILER CONTROL: THIS SYSTEM CONSISTS OF ONE STEAM BOILERS WITH MODULATING BURNER. THE BURNERS SHALL MODULATE TO CONTROL THE STEAM HEADER PRESSURE. THE COMBUSTION AIR DAMPER WILL BE COMMANDED OPEN PRIOR TO STARTING THE BOILER AND KEPT OPEN UNTIL THE BOILER IS COMMANDED OFF. IF THE STATUS OF THE COMBUSTION AIR DAMPER FAILS TO MATCH THE COMMAND, THE BOILER WILL BE STOPPED.

ADDITIONAL POINTS MONITORED BY THE FMS:

- BOILER n STATUS (BLRn-S)
- BOILER n ALARM (BLRn-A)
- OUTDOOR AIR TEMPERATURE (OA-T)

Controls for seven (7) steam heating zones.

- TEC with integral zone temperature
- Heating Valve Command

Monitoring of one (1) exhaust fan:

- Wire to controller for unit heater
- Exhaust Fan Status

Controls for two (2) unit heaters.

- Currently line voltage stat replace with the following:
- TEC with integral zone temperature
- Fan Start/Stop/Status

Controls for two (2) split systems.

- TEC with integral zone temperature
- DX Cooling Command
- Fan Command
- Filter Status

Valve Work:

Install seven (7) 1inch 2 way control valves with associated zone heaters.

Fire Department 5 (TFD 5)

Network

- One BACnet MS/TP to BACnet IP device (Power, MS/TP, IP)

Fire Department 6 (TFD 6)

Network

- One BACnet MS/TP to BACnet IP device (Power, MS/TP, IP)
- Coordinator (COM/Power)

Controls for one (1) split systems.

- TEC with integral zone temperature (wireless)
- DX Cooling Command
- Gas Heat Command
- Fan Command
- Filter Status

Monitoring of one (1) exhaust fan:

- Wire to controller for unit heater
- Exhaust Fan Status

Controls for one (1) unit heaters.

- TEC with integral zone temperature (wireless)
- Fan Start/Stop/Status

Fire Department 7 (TFD 7)

Network

- One BACnet MS/TP to BACnet IP device (Power, MS/TP, IP)

Monitoring of one (1) exhaust fan:

- Wire to controller for unit heater
- Exhaust Fan Status

Controls for one (1) unit heaters.

- Currently line voltage stat replace with the following:
- TEC with integral zone temperature
- Fan Start/Stop/Status

Controls for one (1) split system.

- DDC Controller with Enclosure
- Zone Temperature/Humidity
- DX Cooling Command
- Gas Heating Command
- UV Light Status
- Humidifier Status
- Fan Command
- Filter Status

Fire Department 8 (TFD 8)

Network

- One BACnet MS/TP to BACnet IP device (Power, MS/TP, IP)

Controls for three (3) split systems.

- TEC with integral zone temperature
- DX Cooling Command
- Gas Heat Command
- Fan Command
- Filter Status

Controls for three (3) unit heaters.

- Currently line voltage stat replace with the following:
- TEC with integral zone temperature
- Fan Start/Stop/Status

Monitoring of one (1) exhaust fan:

- Wire to controller for unit heater
- Exhaust Fan Start/Stop/Status

Fire Department 9 (TFD 9)

Controls for one (1) boiler plant.

- NCE Controller with enclosure
- Coordinator (Typical of 1)
- Boiler Start/Stop/Status
- Boiler Alarm
- Primary Pump Start/Stop/Status
- Outdoor Air Temperature

SYSTEM ENABLE: THE HEATING SYSTEM WILL AUTOMATICALLY START WHEN THE SYSTEM ENABLE IS "ON". WHEN THE SYSTEM ENABLE IS "OFF", THE HEATING SYSTEM WILL BE DISABLED.

BOILER CONTROL: THIS SYSTEM CONSISTS OF ONE BOILER. THE BURNERS SHALL BE CONTROLLED VIA THEIR OWN INTERNAL CONTROLS.

HOT WATER PUMP CONTROL: WHEN ENABLED, THE PUMP ASSOCIATED WITH THE BOILER WILL BE STARTED. AFTER THE BOILER IS COMMANDED OFF, THE PUMP WILL CONTINUE TO RUN FOR A SHORT TIME TO DISSIPATE THE HEAT.

ADDITIONAL POINTS MONITORED BY THE FMS:

- BOILER n STATUS (BLRn-S)
- BOILER n ALARM (BLRn-A)
- OUTDOOR AIR TEMPERATURE (OA-T)

Controls for three (3) split systems.

- TEC with integral zone temperature (wireless) (one wired)
- DX Cooling Command
- Fan Command
- Filter Status

SUPPLY FAN CONTROL: THE CONSTANT SPEED SUPPLY FAN WILL RUN ANY TIME THERE IS A CALL FOR COOLING DURING BOTH OCCUPIED AND UNOCCUPIED STATES.

TEMPERATURE CONTROL: THE UNIT WILL CONTROL TO MAINTAIN THE ZONE TEMPERATURE SETPOINT AS SENSED BY THE ZONE TEMPERATURE SENSOR.

OCCUPIED MODE: THE OCCUPANCY MODE WILL BE CONTROLLED VIA A NETWORK INPUT.

FROST PROTECTION: ENABLE UNIT WHEN SPACE TEMP DROPS BELOW 42 DEG F, REGARDLESS OF SYSTEM MODE.

COOLING COIL: THE COOLING COIL WILL BE STAGED IN SEQUENCE TO MAINTAIN THE TEMPERATURE SETPOINT.

ADDITIONAL POINTS MONITORED BY THE FMS:

- FILTER DIRTY (FILT-S)

Controls for six (6) pieces of fin tube radiation.

- TEC with integral zone temperature (wireless)
- Heating Valve Command

Controls for three (3) unit heater.

- TEC with integral zone temperature (wireless) (one wired)
- Fan Start/Stop/Status

Valve Work:

Install six (6) 1inch 2 way control valves with associated fin tubing.

Fire Department 10 (TFD 10)

Network

- One BACnet MS/TP to BACnet IP device (Power, MS/TP, IP)
- One Coordinator (COM/Power)

Monitoring of one (1) exhaust fan:

- Wire to controller for unit heater
- Exhaust Fan Status

Controls for one (1) boiler plant.

- DDC Controller with enclosure
- Boiler Start/Stop/Status
- Boiler Alarm
- Pump Start/Stop/Status
- Combustion Damper Command (Typical of 2)
- Sump Pump Status
- DHW Heater Status
- Outdoor Air Temperature

SYSTEM ENABLE: THE HEATING SYSTEM WILL AUTOMATICALLY START WHEN THE SYSTEM ENABLE IS "ON". WHEN THE SYSTEM ENABLE IS "OFF", THE HEATING SYSTEM WILL BE DISABLED.

BOILER CONTROL: THIS SYSTEM CONSISTS OF ONE BOILER. THE BURNERS SHALL BE CONTROLLED VIA THEIR OWN INTERNAL CONTROLS. THE COMBUSTION AIR DAMPER WILL BE COMMANDED OPEN PRIOR TO STARTING THE BOILER AND KEPT OPEN UNTIL THE BOILER IS COMMANDED OFF. IF THE STATUS OF THE COMBUSTION AIR DAMPER FAILS TO MATCH THE COMMAND, THE BOILER WILL BE STOPPED.

HOT WATER PUMP CONTROL: WHEN ENABLED, THE PUMP ASSOCIATED WITH THE BOILER WILL BE STARTED. AFTER THE BOILER IS COMMANDED OFF, THE PUMP WILL CONTINUE TO RUN FOR A SHORT TIME TO DISSIPATE THE HEAT.

ADDITIONAL POINTS MONITORED BY THE FMS:

- BOILER n STATUS (BLRn-S)
- BOILER n ALARM (BLRn-A)
- OUTDOOR AIR TEMPERATURE (OA-T)

Controls for three (3) hot water heating zones.

- TEC with integral zone temperature (wireless)
- Heating Valve Command

Controls for three (3) unit heaters.

- TEC with integral zone temperature (wireless) (one wired)
- Fan Start/Stop/Status

Controls for three (3) split systems.

- TEC with integral zone temperature
- DX Cooling Command
- Fan Command
- Filter Status

Valve Work:
Install three (3) 1inch 2 way hot water valves.

Fire Department 11 (TFD 11)

Network

- One BACnet MS/TP to BACnet IP device (Power, MS/TP, IP)

Controls for one (1) air handling units.

- DDC Controller with Enclosure
- DX Cooling Command
- Gas Heating Command
- Outdoor Air/Return Air Damper Command
- Face/Bypass Command
- Supply Fan Start/Stop/Status
- Zone Damper Command (Typical of 3)
- Zone Temperature (Typical of 3)
- Some demo of Carrier control system will be required

SUPPLY FAN CONTROL: THE CONSTANT SPEED SUPPLY FAN WILL BE STARTED AND RUN CONTINUOUSLY. WHEN THE SUPPLY FAN STATUS INDICATES THE FAN STARTED, THE CONTROL SEQUENCE WILL BE ENABLED. UPON A LOSS OF AIRFLOW, THE SYSTEM WILL AUTOMATICALLY RESTART.

ECONOMIZER CONTROL: WHEN THE OUTDOOR AIR IS COOLER THAN THE ECONOMIZER SETPOINT, THE ECONOMIZER WILL ACT AS THE INITIAL STAGE OF COOLING, WORKING IN SEQUENCE WITH THE COOLING COIL.

MINIMUM OA CONTROL: THE FRESH AIR INTAKE OF THE UNIT WILL BE LIMITED TO PREVENT THE MIXED AIR TEMPERATURE FROM FALLING BELOW THE LOW LIMIT SETPOINT.

TEMPERATURE CONTROL: THE DISCHARGE AIR TEMPERATURE SETPOINT WILL BE RESET AS THE ZONE TEMPERATURE CHANGES.

OCCUPIED MODE: THE UNIT WILL ALWAYS BE IN AN OCCUPIED MODE.

COOLING COIL: THE COOLING COIL WILL BE STAGED IN SEQUENCE TO MAINTAIN THE TEMPERATURE SETPOINT.

REHEAT COIL: THE REHEAT COIL WILL BE STAGED IN SEQUENCE TO MAINTAIN THE TEMPERATURE SETPOINT.

ADDITIONAL POINTS MONITORED BY THE FMS:

LOW TEMPERATURE ALARM (LT-A)

Controls for six (6) pieces of fin tube radiation.

- TEC with integral zone temperature
- Heating Valve Command

Controls for one (1) boiler plant.

- DDC Controller and Enclosure
- Boiler Start/Stop/Status

- Pump Start/Stop/Status (Typical of 2)
- Zone Temperature
- Fan Start/Stop/Status (Typical of 4)
- Outdoor Air Temperature

SYSTEM ENABLE: THE HEATING SYSTEM WILL AUTOMATICALLY START WHEN THE SYSTEM ENABLE IS "ON". WHEN THE SYSTEM ENABLE IS "OFF", THE HEATING SYSTEM WILL BE DISABLED.

BOILER CONTROL: THIS SYSTEM CONSISTS OF ONE BOILER. THE BURNERS SHALL BE CONTROLLED VIA THEIR OWN INTERNAL CONTROLS. THE COMBUSTION AIR DAMPER WILL BE COMMANDED OPEN PRIOR TO STARTING THE BOILER AND KEPT OPEN UNTIL THE BOILER IS COMMANDED OFF. IF THE STATUS OF THE COMBUSTION AIR DAMPER FAILS TO MATCH THE COMMAND, THE BOILER WILL BE STOPPED.

HOT WATER PUMP CONTROL: WHEN ENABLED, A PUMP FOR EACH BOILER WILL BE STARTED. AFTER THE BOILER IS COMMANDED OFF, THE PUMP WILL CONTINUE TO RUN FOR A SHORT TIME TO DISSIPATE THE HEAT.

ADDITIONAL POINTS MONITORED BY THE FMS:

- BOILER n STATUS (BLRn-S)
- BOILER n ALARM (BLRn-A)
- OUTDOOR AIR TEMPERATURE (OA-T)
- MECHANICAL ROOM TEMPERATURE (MR-T)

Controls for one (1) apparatus bay heating system.

- TEC Controller with integral zone temperature
- Fan Command
- Heating Command

Valve Work:

Install six (6) 1inch 2 way control valves with associated fin tubing.

Fire Department 12 (TFD 12)

Network

- One BACnet MS/TP to BACnet IP device (Power, MS/TP, IP)

Controls for two (2) split systems.

- TEC with integral zone temperature
- DX Cooling Command
- Gas Heat Command
- Fan Command
- Filter Status

Controls for two (2) Reznor Make-Up Air units.

- DDC Controller an enclosure
- Zone Temperature
- Gas Heat Command
- Outdoor Air Damper Command
- Outdoor Air Temperature
- Filter Status
- Fan Start/Stop/Status
- Exhaust Fan Status

Law Enforcement and Administration:

Law Enforcement Center

Network

- One NA45XX
- Nine wireless coordinators (power/COM)
- Fifteen wireless repeaters (power)

Controls for three (3) air handling units.

- Add one CO2 sensor to existing controller
- Reconnect chilled water valve command
- Reconnect hot water valve command
- Connect new outdoor air damper command
- Connect new return air damper command
- Connect new face/bypass air damper command

OCCUPIED MODE: UPON START OF THIS MODE THE SUPPLY FAN SHALL BE COMMANDED TO ON BY THE FMS SYSTEM. THE FANS VFD SHALL RAMP TO THE STATIC PRESSURE SETPOINT (1 IN WG). A SET OF CONTACTS PROVIDED WILL INDICATE THE RUN STATUS OF THE UNIT. IF THIS STATUS DOES NOT MATCH THE COMMAND VALUE, AN ALARM WILL BE GENERATED.

ONLY AFTER THE SUPPLY FAN HAS SATRETED, THE RETURN FAN WILL BE COMMANDED ON. THE FAN SHALL RAMP TO TRACK THE VOLUME OF AIR THAT IS MOVED BY THE SUPPLY FAN. A SET OF CONTACTS PROVIDED WILL INDICATE THE RUN STATUS OF THE UNIT. IF THIS STATUS DOES NOT MATCH THE COMMANDED VALUE, AN ALARM WILL BE GENERATED. AFTER THE FANS PROVE STATUS THE UNIT WILL CONTROL AS FOLLOWS:

MIXED AIR DAMPERS WILL OPEN TO ALLOW AT LAST MINIMUM POSITION IF THE OUTSIDE AIR TEMPERATURE IS BELOW 60 DEGF THE DAMPERS WILL MODULATE TO PROVIDE FREE COOLING. THE RETURN AIR CO2 SENSOR WILL RESET THE OUTDOOR AIR. IF NECESSARY. A MIXED AIR SENSOR WILL OVERRIDE THE DAMPER TO HELP KEEP THE MIXED AIR TEMPERATURE FROM DROPING BELOW 45 DEGF.

THE PREHEAT FACE AND BYPASS DAMPERS, PRE HEAT VALVE, AND CHILLED WATER VALVE WILL MODULATE IN SQUENCE TO MAINTAIN A DISCHARGE AIR TEMPERATURE OF 53 DEG F. WHEN THE OUSTDIE AIR TEMPERATURE DROPS BELOW 38 DEGF THE PREHEAT VALVE WILL BE FULL OPEN AND THE FACE AND BYPASS DAMPERS WILL MODULATE TO CONTROL DISCHARGE AIR TEMPERATURE

UNOCCUPIED MODE: AT THE START OF THIS MODE, THE SUPPLY AND RETURN FANS VFD WILL RAMP DOWN UNTIL THE VFD IS AT 0% COMMAND. WHEN THE FANS ARE OFF THE CHILLED WATER VALVES WILL BE LCOSED, THE MIXED AIR DAMPERS WILL CLOSE TO THE OUTSIDE AIR, AND THE PREHEAT VALVE WILL REMAIN IN CONTROLS O IF THE OUTSIDE AIR DROPS BELOW 38 DEGF THE PREHEAT VALVE WILL BE OPEN IN THIS MODE. IF THE MIXED AIR TEMPERATURE SHOULD DROP BELOW 42 DEGF, THE UNIT WIL COME ON WITH THE DAMPERS LCOSED TO THE OUSIDE AIR WARM THE UNIT UP AND THEN SHUT DOWN.

SAFTIES: A SENSOR LOCATED IN THE MIXED AIR WILL SHUT THE FANS DOWN IF A TEMPRATURE OF 38 DEGF IS SENSED ALONG ANY ONE FOOT SECTION OF ITS ELEMENT. AN ALARM WILL BE GENERATED. IF

THE STATIC PRESSURE IN THE DISCHARGE OF THE UNIT RISES ABOVE 3 IN WG THE UNIT FANS WILL SHUT DOWN. AN ALARM WILL ALSO BE EGNERATED FOR THE FMS. ALLOUTPUTS HAVE MANUAL OVERRIDE SWITCHES. IF ONE OF THESE SWITCHES IS PLACED IN THE HAND OR OVERRIDE MODE AN ALARM SHALL NOTIFY THE OPERATOR.

Controls for one (1) air handling unit.

- Reconnect chilled water valve command
- Reconnect hot water valve command
- Connect new outdoor air damper command
- Connect new return air damper command
- Connect new face/bypass air damper command

OCCUPIED MODE: UPON START OF THIS MODE THE SUPPLY FAN SHALL BE COMMANDED TO ON BY THE FMS SYSTEM. THE FANS VFD SHALL RAMP TO THE STATIC PRESSURE SETPOINT (1 IN WG). A SET OF CONTACTS PROVIDED WILL INDICATE THE RUN STATUS OF THE UNIT. IF THIS STATUS DOES NOT MATCH THE COMMAND VALUE, AN ALARM WILL BE GENERATED.

ONLY AFTER THE SUPPLY FAN HAS STARTED, THE RETURN FAN WILL BE COMMANDED ON. THE FAN SHALL RAMP TO TRACK THE VOLUME OF AIR THAT IS MOVED BY THE SUPPLY FAN. A SET OF CONTACTS PROVIDEDWILL INDICATE THE RUN STATUS OF THE UNIT. IF THIS STATUS DOES NOT MATCH THE COMMANDED VALUE, AN ALARM WILL BE GENERATED. AFTER THE FANS PROVE STATUS THE UNIT WILL CONTROL AS FOLLOWS:

MIXED AIR DAMPERS WILL OPEN TO ALLOW AT LAST MINIMUM POSITION IF THE OUTSIDE AIR TEMPERATURE IS BELOW 60 DEGF THE DAMPERS WILL MODULATE TO PROVIDE FREE COOLING. IF NECESSARY. A MIXED AIR SENSOR WILL OVERRIDE THE DAMPER TO HELP KEEP THE MIXED AIR TEMPERATURE FROM DROPING BELOW 45 DEGF.

THE PREHEAT FACE AND BYPASS DAMPERS, PRE HEAT VALVE, AND CHILLED WATER VALVE WILL MODULATE IN SQUENCE TO MAINTAIN A DISCHARGE AIR TEMPERATURE OF 53 DEG F. WHEN THE OUSTDIE AIR TEMPERATURE DROPS BELOW 38 DEGF THE PREHEAT VALVE WILL BE FULL OPEN AND THE FACE AND BYPASS DAMPERS WILL MODULATE TO CONTROL DISCHARGE AIR TEMPERATURE

UNOCCUPIED MODE: AT THE START OF THIS MODE, THE SUPPLY AND RETURN FANS VFD WILL RAMP DOWN UNTIL THE VFD IS AT 0% COMMAND. WHEN THE FANS ARE OFF THE CHILLED WATER VALVES WILL BE LCOSED, THE MIXED AIR DAMPERS WILL CLOSE TO THE OUTSIDE AIR, AND THE PREHEAT VALVE WILL REMAIN IN CONTROL IF THE OUTSIDE AIR DROPS BELOW 38 DEGF THE PREHEAT VALVE WILL BE OPEN IN THIS MODE. IF THE MIXED AIR TEMPERATURE SHOULD DROP BELOW 42 DEGF, THE UNIT WIL COME ON WITH THE DAMPERS LCOSED TO THE OUSIDE AIR WARM THE UNIT UP AND THEN SHUT DOWN.

SAFTIES: A SENSOR LOCATED IN THE MIXED AIR WILL SHUT THE FANS DOWN IF A TEMPRATURE OF 38 DEGF IS SENSED ALONG ANY ONE FOOT SECTION OF ITS ELEMENT. AN ALARM WILL BE GENERATED. IF THE STATIC PRESSURE IN THE DISCHARGE OF THE UNIT RISES ABOVE 3 IN WG THE UNIT FANS WILL SHUT DOWN. AN ALARM WILL ALSO BE EGNERATED FOR THE FMS. ALLOUTPUTS HAVE MANUAL OVERRIDE SWITCHES. IF ONE OF THESE SWITCHES IS PLACED IN THE HAND OR OVERRIDE MODE AN ALARM SHALL NOTIFY THE OPERATOR.

Controls for one hundred twenty-two (122) fan powered VAV boxes.

- VMA Controller (wireless all boxes already have power at unit)
- Zone Temperature (wireless)
- Fan Start/Stop/Status
- Heating Valve Command

OCCUPIED MODE: DURING THIS MODE THE SERIES FAN RUNS CONTINUOUSLY. WHEN THE ZONE TEMPERATURE IS BETWEEN THE OCCUPIED HEATING AND COOLING SETPOINTS (INSIDE OF THE BIAS), THE PRIMARY AIR DAMPER WILL BE AT THE MINIMUM CFM AND THERE WILL BE NO MECHANICAL HEATING. ON A RISE IN ZONE TEMPERATURE ABOVE THE COOLING SETPOINT, THE PRIMARY AIR DAMPER WILL INCREASE THE CFM AND THERE WILL BE NO MECHANICAL HEATING. ON A DROP IN ZONE TEMPERATURE BELOW THE HEATING SETPOINT, THE REHEAT COIL WILL BE USED TO MAINTAIN THE ZONE TEMPERATURE AND THE DAMPER IS CONTROLLED TO PROVIDE A MINIMUM CFM.

UNOCCUPIED MODE: WHEN IN THIS MODE, WHILE THE ZONE TEMPERATURE IS BETWEEN THE UNOCCUPIED HEATING AND COOLING SETPOINTS (INSIDE OF THE BIAS), THE PRIMARY AIR DAMPER WILL BE AT THE MINIMUM CFM AND THERE WILL BE NO MECHANICAL HEATING, AND THE SERIES FAN WILL BE OFF. ON A RISE IN ZONE TEMPERATURE ABOVE THE UNOCCUPIED COOLING SETPOINT, THE SERIES FAN WILL CYCLE ON, THE PRIMARY AIR DAMPER WILL INCREASE THE CFM (IF AVAILABLE) AND THERE WILL BE NO MECHANICAL HEATING. ON A DROP IN ZONE TEMPERATURE BELOW THE UNOCCUPIED HEATING SETPOINT, THE SERIES FAN WILL CYCLE ON, THE REHEAT COIL WILL BE USED TO MAINTAIN THE ZONE TEMPERATURE, AND THE DAMPER WILL REMAIN FULLY CLOSED.

DISCHARGE AIR TEMP SENSOR: A DISCHARGE AIR TEMP SENSOR IS PROVIDED ON EACH BOX FOR MONITORING PURPOSES.

UNIT ENABLE: A NETWORK UNIT ENABLE SIGNAL WILL CONTROL THE MODE OF THE BOX.

NETWORK WARMUP-COOLDOWN: WARMUP-COOLDOWN MODES WILL BE ACTIVATED BY A NETWORK COMMAND. WHEN THE ZONE TEMPERATURE IS BELOW THE EFFECTIVE HEATING SETPOINT, THE BOX WILL USE WARM AIR FLOW, THEN REHEAT COIL TO MAIN TAIN THE ZONE TEMPERATURE. WHEN THE BOX IS SATISFIED THE FLOW WILL REMAIN AT THE WARMUP MINIMUM POSITION UNTIL THE WARM COMMAND HAS BEEN REMOVED.

New Valves

- Boiler Control Valves (Typical of 2)
- Install one hundred and twenty-two (122) 3/4inch variable air volume (VAV) valves with associated VAV boxes.
- Install four (4) 2inch 3 way and four (4) 3inch 3 way control valves with associated AHUs.

Holliday Office Building

Network

- One NAE55XX
- 10 wireless coordinators (COM/Power)
- 15 Wireless repeaters (Power)

Controls from one (1) air handling unit.

- New mixed air damper command
- New relief air damper command

Controls from one (1) boiler plant.

- New hot water valves (Typical of 2)
- New steam valves (Typical of 2)
- Add VFD to pumps

Controls for one (1) air handling unit.

- DDC Controller with Enclosure
- Hot Water Valve Command
- Damper Command
- Fan Start/Stop/Status
- Filter Status

SUPPLY FAN CONTROL: THE CONSTANT SPEED SUPPLY FAN WILL BE STARTED BASED ON OCCUPANCY SCHEDULE. WHEN THE SUPPLY FAN STATUS INDICATES THE FAN STARTED, THE CONTROL SEQUENCE WILL BE ENABLED. UPON A LOSS OF AIRFLOW, THE SYSTEM WILL AUTOMATICALLY RESTART.

ECONOMIZER CONTROL: WHEN THE OUTDOOR AIR IS COOLER THAN THE ECONOMIZER SETPOINT, COOLING WILL BE PROVIDED BY THE OA DAMPER AS REQUIRED.

MINIMUM OA CONTROL: THE FRESH AIR INTAKE OF THE UNIT WILL BE LIMITED TO PREVENT THE MIXED AIR TEMPERATURE FROM FALLING BELOW THE LOW LIMIT SETPOINT.

TEMPERATURE CONTROL: THE UNIT WILL CONTROL TO MAINTAIN A CONSTANT DISCHARGE AIR TEMPERATURE.

OCCUPIED MODE: THE OCCUPANCY MODE WILL BE CONTROLLED VIA A NETWORK INPUT. THE OCCUPANCY MODE CAN ALSO BE OVERRIDDEN BY A NETWORK INPUT.

UNOCCUPIED MODE: THE UNIT WILL REMAIN OFF DURING UNOCCUPIED PERIODS.

REHEAT COIL: THE REHEAT COIL WILL MODULATE TO MAINTAIN THE TEMPERATURE SETPOINT. WHEN THE UNIT IS SHUTDOWN, THE REHEAT COIL WILL BE COMMANDED TO A PRESET POSITION SHOULD THE OUTDOOR AIR TEMPERATURE FALL BELOW THE LOW OUTDOOR AIR TEMPERATURE SETPOINT. UPON A LOSS OF AIRFLOW, THE REHEAT COIL WILL REMAIN IN CONTROL.

ADDITIONAL POINTS MONITORED BY THE FMS:

- FINAL FILTER STATUS (FFILT-S)
  - LOW TEMPERATURE ALARM (LT-A)

Controls for ninety-seven (97) VAV boxes with reheat.

- Exclude all pneumatic demo.
- VMA Controller (wireless)
- Zone Temperature (wireless)
- Discharge Air Temperature
- Heating Valve Command

OCCUPIED MODE: WHEN THE ZONE TEMPERATURE IS BETWEEN THE OCCUPIED HEATING AND COOLING SETPOINTS (INSIDE OF THE BIAS), THE PRIMARY AIR DAMPER WILL BE AT THE MINIMUM CFM AND THERE WILL BE NO MECHANICAL HEATING. ON A RISE IN ZONE TEMPERATURE ABOVE THE COOLING SETPOINT, THE PRIMARY AIR DAMPER WILL INCREASE THE CFM AND THERE WILL BE NO MECHANICAL HEATING. ON A DROP IN ZONE TEMPERATURE BELOW THE HEATING SETPOINT, THE REHEAT COIL WILL BE USED TO MAINTAIN THE ZONE TEMPERATURE AND THE DAMPER IS CONTROLLED TO PROVIDE A MINIMUM CFM.

UNOCCUPIED MODE: WHEN IN THIS MODE, WHILE THE ZONE TEMPERATURE IS BETWEEN THE UNOCCUPIED HEATING AND COOLING SETPOINTS (INSIDE OF THE BIAS), THE PRIMARY AIR DAMPER WILL BE AT THE MINIMUM CFM AND THERE WILL BE NO MECHANICAL HEATING. ON A RISE IN ZONE TEMPERATURE ABOVE THE UNOCCUPIED COOLING SETPOINT, THE PRIMARY AIR DAMPER WILL INCREASE THE CFM (IF AVAILABLE) AND THERE WILL BE NO MECHANICAL HEATING. ON A DROP IN ZONE TEMPERATURE BELOW THE UNOCCUPIED HEATING SETPOINT, THE REHEAT COIL WILL BE USED TO MAINTAIN THE ZONE TEMPERATURE AND THE PRIMARY AIR DAMPER WILL BE AT THE MINIMUM CFM.

DISCHARGE AIR TEMP SENSOR: A DISCHARGE AIR TEMP SENSOR IS PROVIDED ON EACH BOX FOR MONITORING PURPOSES.

UNIT ENABLE: A NETWORK UNIT ENABLE SIGNAL WILL CONTROL THE MODE OF THE BOX.

NETWORK WARMUP-COOLDOWN: WARMUP-COOLDOWN MODES WILL BE ACTIVATED BY A NETWORK COMMAND. WHEN THE ZONE TEMPERATURE IS BELOW THE EFFECTIVE HEATING SETPOINT, THE BOX WILL USE WARM AIR FLOW, THEN REHEAT COIL TO MAIN TAIN THE ZONE TEMPERATURE. WHEN THE BOX IS SATISFIED THE FLOW WILL REMAIN AT THE WARMUP MINIMUM POSITION UNTIL THE WARM COMMAND HAS BEEN REMOVED.

Network

- Four NAE55XX (Theses NAEs are for the sites that are around the city that will not be getting a network engine.)

Valve Work

Install ninety-seven (97) 3/4inch variable air volume (VAV) valves with associated VAV boxes.
Install four (4) 2inch 3 way and one (1) 3inch 3 way control valve with associated AHU and boiler units.

Engineering - 318 Crane

Controls for two (2) split systems.

- Replace existing thermostat with programmable thermostat

Controls for one (1) unit heaters.

Replace existing thermostat with programmable thermostat

Streets/Parks Compound

Parks Maintenance

Controls for eight (8) unit heaters.

- Replace existing thermostat with programmable thermostat

Streets Maintenance

Controls for five (5) unit heaters.

- Replace existing thermostat with programmable thermostat

Controls for three (3) split systems.

- Replace existing thermostat with programmable thermostat

Impound Lot

Controls for one (1) split system.

- Replace existing thermostat with programmable thermostat

Controls for two (2) unit heaters.

- Replace existing thermostat with programmable thermostat

Traffic Operations

Controls for one (1) split system.

- TEC with integral zone temperature
- DX Cooling Command
- Gas Heat Command
- Fan Command
- Filter Status

Controls for four (4) unit heaters.

- TEC with integral zone temperature
- Fan Start/Stop/Status
- Gas Heating Command

Controls for one (1) boiler plant.

- NCE Controller with enclosure
- Boiler Start/Stop/Status
- Boiler Alarm
- Primary Pump Start/Stop/Status
- Outdoor Air Temperature

SYSTEM ENABLE: THE HEATING SYSTEM WILL AUTOMATICALLY START WHEN THE SYSTEM ENABLE IS "ON". WHEN THE SYSTEM ENABLE IS "OFF", THE HEATING SYSTEM WILL BE DISABLED.

BOILER CONTROL: THIS SYSTEM CONSISTS OF ONE BOILER. THE BURNERS SHALL BE CONTROLLED VIA THEIR OWN INTERNAL CONTROLS.

HOT WATER PUMP CONTROL: WHEN ENABLED, THE PUMP ASSOCIATED WITH THE BOILER WILL BE STARTED. IF THE PUMP STATUS DOES NOT MATCH THE COMMAND, AN ALARM WILL BE GENERATED AND THE BOILER WILL BE STOPPED. UPON LOSS OF STATUS, THE PUMP WILL RESTART AFTER THE SYSTEM RESET IS ACTIVATED. AFTER THE BOILER IS COMMANDED OFF, THE PUMP WILL CONTINUE TO RUN FOR A SHORT TIME TO DISSIPATE THE HEAT.

ADDITIONAL POINTS MONITORED BY THE FMS:

- BOILER n STATUS (BLRn-S)
- BOILER n ALARM (BLRn-A)
- OUTDOOR AIR TEMPERATURE (OA-T)

Controls for two (2) roof top units.

- Assume all wires are at TEC location and that power wire will be needed
- TEC with Integral Zone Temperature
- DX Cooling Command
- Heating Valve Command
- Damper Command
- Zone Temperature

- Discharge Air Temperature
- Filter Status

Valve Work:
Install two (2) 2inch 3 way controls valves with associated RTUs.

The Topeka Zoo

Discovering Apes

Network

- One BACnet MS/TP wireless device mounted outside (Power, MS/TP)

Controls for one (1) air handling unit (AHU-1).

- DDC Controller with Enclosure
- Supply Fan Start/Stop/Status
- DX Cooling Command
- Heating Valve Command
- Return Air Command
- Return Air Temperature

Controls for one (1) air handling unit (AHU-2).

- DDC Controller with Enclosure
- Zone Temperature
- Supply Fan Start/Stop/Status
- DX Cooling Command
- Heating Valve Command
- Return Air Command
- Outdoor Air Command
- Mixed Air Command
- Zone Temperature
- Return Air Temperature
- Door Status (Typical of 4)

Controls for one (1) boiler plant.

- DDC Controller with Enclosure
- Boiler Start/Stop
- Boiler Alarm
- Pump Start/Stop/Status
- Outdoor Air Temperature

SYSTEM ENABLE: THE HEATING SYSTEM WILL AUTOMATICALLY START WHEN THE SYSTEM ENABLE IS "ON". WHEN THE SYSTEM ENABLE IS "OFF", THE HEATING SYSTEM WILL BE DISABLED.

BOILER CONTROL: THIS SYSTEM CONSISTS OF ONE BOILER. THE BURNERS SHALL BE CONTROLLED VIA THEIR OWN INTERNAL CONTROLS.

HOT WATER PUMP CONTROL: WHEN ENABLED, THE PUMP ASSOCIATED WITH THE BOILER WILL BE STARTED. IF THE PUMP STATUS DOES NOT MATCH THE COMMAND, AN ALARM WILL BE GENERATED AND THE BOILER WILL BE STOPPED. UPON LOSS OF STATUS, THE PUMP WILL RESTART AFTER THE SYSTEM RESET IS ACTIVATED. AFTER THE BOILER IS COMMANDED OFF, THE PUMP WILL CONTINUE TO RUN FOR A SHORT TIME TO DISSIPATE THE HEAT.

ADDITIONAL POINTS MONITORED BY THE FMS:

- BOILER n STATUS (BLRn-S)
- BOILER n ALARM (BLRn-A)
- OUTDOOR AIR TEMPERATURE (OA-T)

Controls for four (4) roof top units.

- TEC Controller with Enclosure
- Zone Temperature
- Supply Fan Start/Stop/Status
- DX Cooling Command
- Gas Heating Command
- Mixed Air Command
- Return Air Temperature

Valve Work:
Install two (2) 3inch 3 way hot water valves.

Rainforest
Network

- One BACnet MS/TP wireless device mounted outside (Power, MS/TP)

Replace thermostat on four (4) units currently a T6000 reuse remote thermostat and pull COM wire to new TEC.

Animal and Man
Network

- One BACnet MS/TP wireless device mounted outside (Power, MS/TP) (Typical of 3)

Controls for one (1) split system.

- TEC with integral zone temperature
- DX Cooling Command
- Gas Heat Command
- Fan Command
- Filter Status

Controls for one (1) steam boiler plant.

- NCE Controller with enclosure
- Boiler Start/Stop/Status
- Boiler Alarm
- Outdoor Air Temperature

Controls for one (1) heat exchanger.

- DDC Controller with Enclosure

- Flow Switch
- Heat Exchanger Valve Command
- Discharge Water Temperature
- Mount switch on wall to turn on the pool filling feature

Controls for one (1) air handling unit.

- DDC Controller with Enclosure
- Mixed Air Damper Command
- Face/Bypass Damper Command
- Heating Coil Valve Command (Typical of 2) (1/3 & 2/3)
- Fan Start/Stop/Status
- Zone Temperature

Controls for radiant heat.

- All sensors are wired to panel. Demo current controls from panel and install FEC
- DDC Controller (reuse enclosure)
- Slab Temperature (Typical of 4)
- Manifold Valve Command (Typical of 4)
- Door Status (Typical of 7)

Controls for one (1) hot water boiler plant.

- Controller will be in same enclosure as the radiant heat
- Boiler Start/Stop/Status
- Boiler Alarm
- Pump Start/Stop/Status

SYSTEM ENABLE: THE HEATING SYSTEM WILL AUTOMATICALLY START WHEN THE SYSTEM ENABLE IS "ON". WHEN THE SYSTEM ENABLE IS "OFF", THE HEATING SYSTEM WILL BE DISABLED.

BOILER CONTROL: THIS SYSTEM CONSISTS OF ONE STEAM BOILERS WITH MODULATING BURNER. THE BURNERS SHALL MODULATE TO CONTROL THE STEAM HEADER PRESSURE.

ADDITIONAL POINTS MONITORED BY THE FMS:

- BOILER n STATUS (BLRn-S)
- BOILER n ALARM (BLRn-A)
- OUTDOOR AIR TEMPERATURE (OA-T)

Controls for one (1) roof top unit.

- Assume all wires are at TEC location and that power wire will be needed
- TEC with Integral Zone Temperature
- Gas Heating Command
- DX Cooling Command
- Fan Start/Stop/Status

- Mixed Air Damper Command

Valve Work:

Install two (2) 3inch 3 way hot water valves with associated AHU and one (1) 1inch 2 way control valve with associated heat exchanger.

Utilities and Transportation:

Water Treatment Plant

Building A

Network

- One NAE55XX – replacement for existing unit. New controller will be mounted in existing panel

Controls for one (1) multi-zone air handling unit.

- DDC Controller with Enclosure
- Mixed Air Damper Command
- Mixed Air Temperature
- Fan Start/Stop/Status
- DX Cooling Command
- Cold Deck Temperature
- Heating Valve Command
- Hot Deck Temperature
- Low Temperature Alarm
- Return Air Temperature
- Zone Damper Command (Typical of 3)
- Zone Temperature (Typical of 3)

SUPPLY FAN CONTROL: THE CONSTANT SPEED SUPPLY FAN WILL BE STARTED BASED ON OCCUPANCY SCHEDULE. WHEN THE SUPPLY FAN STATUS INDICATES THE FAN STARTED, THE CONTROL SEQUENCE WILL BE ENABLED. UPON A LOSS OF AIRFLOW, THE SUPPLY FAN WILL AUTOMATICALLY RESTART.

ECONOMIZER CONTROL: WHEN THE OUTDOOR AIR IS COOLER THAN THE ECONOMIZER SETPOINT, THE ECONOMIZER WILL ACT AS THE INITIAL STAGE OF COOLING, WORKING IN SEQUENCE WITH THE COOLING COIL. THE FRESH AIR INTAKE OF THE UNIT WILL BE LIMITED TO PREVENT THE MIXED AIR TEMPERATURE FROM FALLING BELOW THE LOW LIMIT SETPOINT.

TEMPERATURE CONTROL: THE UNIT WILL CONTROL TO MAINTAIN A CONSTANT COLD DECK AND HOT DECK DISCHARGE AIR TEMPERATURE.

OCCUPIED MODE: THE OCCUPANCY MODE WILL BE CONTROLLED VIA A NETWORK INPUT. THE OCCUPANCY MODE CAN ALSO BE OVERRIDDEN BY A NETWORK INPUT.

UNOCCUPIED MODE: THE UNIT WILL REMAIN OFF DURING UNOCCUPIED PERIODS.

COLD DECK: THE COOLING COIL WILL BE STAGED IN SEQUENCE TO MAINTAIN THE COLD DECK TEMPERATURE SETPOINT.

HOT DECK: THE HOT DECK COIL WILL MODULATE TO MAINTAIN THE HOT DECK TEMPERATURE SETPOINT. WHEN THE UNIT IS SHUTDOWN, THE HOT DECK COIL WILL BE COMMANDED TO A PRESET POSITION SHOULD THE OUTDOOR AIR TEMPERATURE FALL BELOW THE LOW OUTDOOR AIR TEMPERATURE SETPOINT. UPON A LOSS OF AIRFLOW, THE HOT DECK COIL WILL REMAIN IN CONTROL.

ZONE CONTROL: THE ZONE TEMPERATURE SENSOR FOR EACH ZONE WILL MODULATE THE ZONE MIXING DAMPER ON THE UNIT TO MAINTAIN THE ZONE TEMPERATURE SETPOINT.

ADDITIONAL POINTS MONITORED BY THE FMS:
- RETURN AIR TEMPERATURE (RA-T)
  - LOW TEMPERATURE ALARM (LT-A)

Controls for one (1) boiler plant.
- DDC Controller with Enclosure
- Boiler Start/Stop
- Boiler Alarm
- Pump Start/Stop/Status (Typical of 2)
- Return Water Temperature

Controls for three (3) split systems.
- TEC with integral zone temperature
- DX Cooling Command
- Gas Heat Command
- Fan Command
- Filter Status

Add aqua-stat to sixteen (16) unit heaters.

Building B

Network
- Two wireless coordinators (both on north end of building one on each floor

Controls for four (4) split systems.
- TEC with integral zone temperature (wireless)
- DX Cooling Command
- Electric Heat Command
- Fan Command

Controls for sixteen (16) unit heaters.
- TEC with integral zone temperature (wireless)
- Fan Start/Stop/Status
- Gas Heating Command
- Supply Fan Start/Stop/Status (Typical of 1 unit heater)
- Exhaust Fan Start/Stop/Status (Typical of 2 unit heaters)

Building C

Controls for five (5) unit heaters.

- Replace existing thermostat with programmable thermostat

Building K

Controls for two (2) unit heaters.

- Replace existing thermostat with programmable thermostat

Building L

Controls for two (2) unit heaters.

- Replace existing thermostat with programmable thermostat

Intake (Typical of 2)

Controls for four (4) unit heaters.

- Replace existing thermostat with programmable thermostat

Outlying

Controls for one (1) unit heaters.

- Replace existing thermostat with programmable thermostat

North Topeka Waste Water Treatment Plant

Solids Building

Network

- One BACnet MS/TP wireless device mounted outside (Power, MS/TP)

Controls for one (1) air handling unit.

- Assume all wires are at TEC location and that power wire will be needed
- TEC with integral Zone Temperature
- DX Cooling Command
- Heating Valve Command
- Fan Command

Monitoring of make-up air units and exhaust fans:

- DDC Controller with Enclosure
- Zone Temperature (Typical of 5)
- Unit Status (Typical of 5)
- Exhaust Fan Status (Typical of 4)

Controls for five (5) unit heaters.

- TEC with integral zone temperature
- Fan Start/Stop/Status
- Gas Heating Command

Headworks Building

Network

- One BACnet MS/TP wireless device mounted outside (Power, MS/TP)

Monitoring of make-up air units and exhaust fans:

- DDC Controller with Enclosure
- Zone Temperature (Typical of 2)
- Unit Status (Typical of 2)
- Exhaust Status (Typical of 3)

Controls for four (4) unit heaters.

- Replace existing thermostat with programmable thermostat

Boiler Room

Network

- One BACnet MS/TP wireless device mounted outside (Power, MS/TP)

Controls for one (1) boiler plant.

- DDC Controller with Enclosure
- Boiler Start/Stop
- Boiler Status
- Pump Start/Stop/Status (Typical of 2)
- Return Water Temperature
- Outdoor Air Temperature
- Exhaust Fan Status

SYSTEM ENABLE: THE HEATING SYSTEM WILL AUTOMATICALLY START WHEN THE SYSTEM ENABLE IS "ON". WHEN THE SYSTEM ENABLE IS "OFF", THE HEATING SYSTEM WILL BE DISABLED.

BOILER CONTROL: THIS SYSTEM CONSISTS OF ONE BOILER. THE BURNERS SHALL BE CONTROLLED VIA THEIR OWN INTERNAL CONTROLS.

HOT WATER PUMP CONTROL: WHEN ENABLED, A PUMP FOR EACH BOILER WILL BE STARTED. AFTER THE BOILER IS COMMANDED OFF, THE PUMP WILL CONTINUE TO RUN FOR A SHORT TIME TO DISSIPATE THE HEAT. IF THE PUMP STATUS DOES NOT MATCH THE COMMAND, AN ALARM WILL BE GENERATED AND THE PUMP WILL BE STOPPED. UPON LOSS OF STATUS, THE PUMP WILL RESTART AFTER THE SYSTEM RESET IS ACTIVATED.

ADDITIONAL POINTS MONITORED BY THE FMS:

- BOILER n STATUS (BLRn-S)
- BOILER n ALARM (BLRn-A)
- PRIMARY HW RETURN TEMPERATURE (PHWR-T)
- OUTDOOR AIR TEMPERATURE (OA-T)

Controls for one (1) unit heaters.

- TEC with integral zone temperature
- Fan Start/Stop/Status
- Gas Heating Command

Controls for one (1) water to water heat pump.

- Assume all wires are at TEC location and that power wire will be needed
- TEC with integral zone temperature
- Damper Command
- Valve Command
- Discharge Air Temperature
- Filter Status

UNIT ENABLE: THE CONTROL SEQUENCE WILL BE ENABLED WHEN THE NETWORK UNIT ENABLE SWITCH IS INDEXED TO ENABLED.

SUPPLY FAN CONTROL: DURING OCCUPIED MODE, THE CONSTANT SPEED SUPPLY FAN WILL BE STARTED WHEN OCCUPIED AND WILL RUN CONTINUOUSLY.

ECONOMIZER CONTROL: WHEN THE OUTDOOR AIR IS COOLER THAN THE ECONOMIZER SETPOINT, THE ECONOMIZER WILL ACT AS THE INITIAL STAGE OF COOLING, WORKING IN SEQUENCE WITH THE COMPRESSOR IN THE COOLING MODE.

HEAT PUMP CONTROL: WHEN THE ZONE TEMPERATURE FALLS BELOW THE ZONE TEMPERATURE SETPOINT THE REVERSING VALVE(S) WILL BE INDEXED TO PROVIDE HEATING WHEN THE COMPRESSOR IS RUNNING. WHEN THE ZONE TEMPERATURE RISES ABOVE THE ZONE TEMPERATURE SETPOINT THE REVERSING VALVE(S) WILL BE INDEXED TO PROVIDE COOLING WHEN THE COMPRESSOR IS RUNNING.

TEMPERATURE CONTROL: THE UNIT WILL CONTROL TO MAINTAIN THE ZONE TEMPERATURE SETPOINT AS SENSED BY THE ZONE TEMPERATURE SENSOR.

OCCUPIED MODE: THE OCCUPANCY MODE WILL BE CONTROLLED VIA A NETWORK INPUT.

UNOCCUPIED MODE: THE UNIT WILL CYCLE ON TO MAINTAIN UNOCCUPIED ZONE SETPOINTS DURING UNOCCUPIED PERIODS.

Blower Building

Controls for nine (9) unit heaters.

- Replace existing thermostat with programmable thermostat

Controls for one (1) exhaust fan.

- Replace existing thermostat with programmable thermostat

Clarifier Building (Typical of 2)

Network

- One BACnet MS/TP wireless device mounted outside (Power, MS/TP)

Monitoring of make-up air units and exhaust fans:

- DDC Controller with Enclosure
- Zone Temperature
- Unit Status
- Exhaust Status (Typical of 2)

Controls for four (4) unit heaters.

- Replace existing thermostat with programmable thermostat

Chlorine Chemical

Network

- One BACnet MS/TP wireless device mounted outside (Power, MS/TP)

Monitoring of make-up air units and exhaust fans:

- DDC Controller with Enclosure
- Zone Temperature
- Unit Status (Typical of 2)
- Exhaust Status (Typical of 5)

EXHAUST FAN CONTROL: THE CONSTANT SPEED SUPPLY FAN WILL RUN ANY TIME THERE IS A CALL FOR HEATING DURING BOTH OCCUPIED AND UNOCCUPIED STATES.

TEMPERATURE CONTROL: THE UNIT WILL CONTROL TO MAINTAIN THE ZONE TEMPERATURE SETPOINT AS SENSED BY THE ZONE TEMPERATURE SENSOR.

OCCUPIED MODE: THE OCCUPANCY MODE WILL BE CONTROLLED VIA A NETWORK INPUT.

HEATING COIL: THE HEATING COIL WILL BE MODULATED TO MAINTAIN THE TEMPERATURE SETPOINT.

Controls for one (1) boiler plant.

- DDC Controller with Enclosure
- Boiler Start/Stop/Status
- Pump Start/Stop/Status (Typical of 2)
- Return Water Temperature

SYSTEM ENABLE: THE HEATING SYSTEM WILL AUTOMATICALLY START WHEN THE SYSTEM ENABLE IS "ON". WHEN THE SYSTEM ENABLE IS "OFF", THE HEATING SYSTEM WILL BE DISABLED.

BOILER CONTROL: THIS SYSTEM CONSISTS OF ONE BOILER. THE BURNERS SHALL BE CONTROLLED VIA THEIR OWN INTERNAL CONTROLS.

HOT WATER PUMP CONTROL: WHEN ENABLED, A PUMP FOR EACH BOILER WILL BE STARTED. AFTER THE BOILER IS COMMANDED OFF, THE PUMP WILL CONTINUE TO RUN FOR A SHORT TIME TO DISSIPATE THE HEAT. IF THE PUMP STATUS DOES NOT MATCH THE COMMAND, AN ALARM WILL BE GENERATED AND THE PUMP WILL BE STOPPED. UPON LOSS OF STATUS, THE PUMP WILL RESTART AFTER THE SYSTEM RESET IS ACTIVATED.

ADDITIONAL POINTS MONITORED BY THE FMS:

- BOILER n STATUS (BLRn-S)
- BOILER n ALARM (BLRn-A)
- PRIMARY HW RETURN TEMPERATURE (PHWR-T)
- OUTDOOR AIR TEMPERATURE (OA-T)

Admin Building

Network

- One BACnet MS/TP wireless device mounted outside (Power, MS/TP)

Controls for four (4) split systems.

- TEC with integral zone temperature
- DX Cooling Command
- Heating Valve Command
- Fan Command
- Existing controller will need to be demo'd from panel.

Controls for one (1) garage bay.

- NCE Controller with Enclosure
- Fan Start/Stop/Status
- Damper Command
- Gas Heating Command
- Filter Status
- Exhaust Fan Start/Stop/Status (Typical of 2)
- Door Status (Typical of 4)
- Zone Temperature

Valve Work:
Install two (2) 3inch 3 way control valves.

Oakland Waste Water Treatment Plant

Building A

Network

- One BACnet MS/TP wireless device mounted outside (Power, MS/TP)

Controls for two (2) rooftop units.

- DDC Controller with Enclosure
- Discharge Air Temperature
- Mixed Air Damper Command
- DX Cooling Command
- Mixed Air Temperature
- Gas Heat Command
- Filter Status

Controls for one (1) rooftop unit.

- NCE Controller with Enclosure
- Discharge Air Temperature
- Mixed Air Damper Command
- DX Cooling Command
- Mixed Air Temperature
- Gas Heat Command
- Filter Status

Controls for eleven (11) zones.

- DDC Controller with Enclosure (Typical of 3)
- Damper Command (Typical of 11)
- Zone Temperature (Typical of 11)
- Existing Controllers are electric plan to reuse all wire, actuators, and replace thermostats. Assume power at panels

ZONE CONTROL: THE ZONE TEMPERATURE SENSOR FOR EACH ZONE WILL MODULATE THE ZONE MIXING DAMPER ON THE UNIT TO MAINTAIN THE ZONE TEMPERATURE SETPOINT.

Controls for fifteen (15) zones.

- DDC Controller with Enclosure (Typical of 4)
- Damper Command (Typical of 15)
- Zone Temperature (Typical of 15)
- Pneumatic boxes with demo by others. New actuators will need to be added as will new zone temperature. Assume no power at panels

Building B

Controls for one (1) split system.

- Replace existing thermostat with programmable thermostat

Controls for one (1) make-up air unit.

- Replace existing thermostat with programmable thermostat

Building G/H/I (single building)

Controls for one (1) split system.

- Replace existing thermostat with programmable thermostat

Controls for one (1) make-up air unit.

- Replace existing thermostat with programmable thermostat

Building S

Controls for one (1) unit heater.

- Replace existing thermostat with programmable thermostat

Building T

Network

- One BACnet MS/TP wireless device mounted outside (Power, MS/TP)

Controls for one (1) garage.

- DDC Controller with Enclosure
- Door Status (Typical of 2)
- Fan Start/Stop/Status (Typical of 4)
- Gas Heating Command (Typical of 4)
- Zone Temperature

Building U

Network

- One BACnet MS/TP to BACnet IP device (MS/TP, Ethernet, power)

Controls for two (2) split systems.

- TEC with integral zone temperature
- DX Cooling Command
- Gas Heat Command
- Fan Command

Building X

Controls for one (1) unit heater.

- Replace existing thermostat with programmable thermostat

UV Building

Controls for two (2) split systems.

- Replace existing thermostat with programmable thermostat

Controls for one (1) unit heater.

- Replace existing thermostat with programmable thermostat

Water Distribution Center

Network

- Wireless BACnet device (Power, BACnet) (Typical of 2)
- Wireless Coordinator
- Wireless Repeater (Typical of 5)

Building A

Controls for one (1) boiler plant.

- NCE Controller with Enclosure
- Pump Start/Stop/Status (Typical of 2)
- Boiler Start/Stop/Status (Typical of 2)
- Mixing Valve Command
- Return Water Temperature
- Outdoor Air Temperature

SYSTEM ENABLE: THE HEATING SYSTEM WILL AUTOMATICALLY START WHEN THE SYSTEM ENABLE IS "ON". WHEN THE SYSTEM ENABLE IS "OFF", THE HEATING SYSTEM WILL BE DISABLED.

BOILER CONTROL: THIS SYSTEM CONSISTS OF ONE BOILER. THE BURNERS SHALL BE CONTROLLED VIA THEIR OWN INTERNAL CONTROLS.

HOT WATER PUMP CONTROL: WHEN ENABLED, A PUMP FOR EACH BOILER WILL BE STARTED. AFTER THE BOILER IS COMMANDED OFF, THE PUMP WILL CONTINUE TO RUN FOR A SHORT TIME TO DISSIPATE THE HEAT.

ADDITIONAL POINTS MONITORED BY THE FMS:

- BOILER n STATUS (BLRn-S)
- BOILER n ALARM (BLRn-A)
- PRIMARY HW RETURN TEMPERATURE (PHWR-T)

Controls for two (2) under floor heating zones.

- TEC Controller with Integral Zone Temperature (wireless)
- Valve Command

Controls for two (2) split systems.

- TEC Controller with Integral Zone Temperature (wireless)
- Fan Command
- DX Cooling Command
- Heating Coil Command

Controls for nine (9) unit heaters.

- TEC with Integral Zone Temperature (wireless)
- Heating Command
- Fan Command
- Door Status (Typical of 8 units)

Valve Work:

Install two (2) 1inch 2 way control valves with associated zone heaters.
Install one (1) mixing valve with associated boiler.

Building B

Controls for one (1) garage bay.

- DDC Controller with Enclosure
- Door Status (Typical of 6)
- Heating Command (Typical of 2)
- Fan Command (Typical of 2)
- Zone Temperature

Pump House (Typical of 8)

Controls for one (1) unit heater.

- Replace existing thermostat with programmable thermostat
- Add twist timer

Assumptions/Exclusions:

- Project Management will be furnished to properly manage the Controls Installation.
- Assumes ability to use customer provided LAN at sites.
- Assumes all mechanical rooms will be clean and accessible.
- Assumes all work will take place outside of animal cages at the Zoo.
- Excludes tie in to all occupancy sensors.
- Excludes all travel/per diem to factory training.
- Excludes all lighting controls.
- Any work at the Zoo that impacts the health/safety of the plants and animals, we will carry over any sequences that are already in existence and the existing equipment. It is assumed that the existing sequences provide the proper environment for the plants and animals. We take no responsibility for reengineering for these environments.
- Assumes that the new ADX server will be located at City Hall in the current location on the ADS.
- Assumes that customer will provide a digital copy of all floor plans.
- Includes travel for JCI employees to and from the job site.

Energy Conservation Measure 2: Lighting Retrofits

In an effort to reduce electrical consumption, we are proposing to retrofit the existing lighting system with newer technology energy efficient lamps, ballasts, compact fluorescents lamps, occupancy sensors, and energy efficient lighting fixtures. The lighting retrofit design incorporates the replacement of lamps and ballasts as well as the replacement of existing lighting fixtures when a new lighting fixture is warranted.

Every effort has been made to standardize the installed components to reduce operational and maintenance costs over the life of the installed system. T8 lighting systems have significantly improved over the last number of years. In the 1990's the typical retrofit solution involved re-lamping and re-ballasting aging F40T12 systems on a one-for-one basis with 32 watt T8 lamps and normal-power electronic ballasts. Today, 25 watt T8 lamps combined with high efficiency electronic ballasts allow additional energy savings while still maintaining the same light output of existing T12 systems. In some instances retrofitting existing 32 watt T8 systems of only a few years in age can provide enough energy savings to justify their retrofit. To reduce the material costs, we chose to re-lamp the aged 32 watt systems with 25 watt lamps and retrofit the T12 systems with the same 25 watt lamps and low power ballasts.

The scope will provide a quality of light superior to what is currently installed. Furthermore, the scope will eliminate most incandescent, HID, T12 and past technology T8 lamps which will standardize and minimize stock requirements. In addition, every fixture retrofitted will involve new quick-disconnects which are incorporated as a standard.

Existing System Overview

The existing lighting system consists of a variety of lighting technologies. The following is a general overview:

- Overall, the facilities contain a variety of lamp/ballast combinations in the existing light fixtures ranging from electromagnetic ballasts with T12 lamps to 1st generation electronic ballasts with T8 lamps.
- A mixture of incandescent and compact fluorescent fixtures was found in the buildings.
- Exit signs are a combination of older incandescent as well as upgraded LED fixtures.
- High Bay High Pressure Sodium and Metal Halide lighting fixtures found in gyms, high ceiling and utility areas.
- HID (Metal Halide and High Pressure Sodium) Exterior fixtures are being addressed on a per case basis where there is sufficient energy savings to justify their retrofit.

Proposed System Overview

The following lighting system upgrades are proposed to retrofit or replace the existing systems:

- The existing T12/Electromagnetic systems and the 1st generation T8/Electronic systems will be replaced with new High Efficiency Electronic Ballasts and lower wattage (25W versus 32W) T8 Lamps. The new systems offer the following advantages:
  - Enhanced lighting performance (color rendering up to 85 CRI)
  - Superior energy savings
  - Improved lumen maintenance (lamps maintain their light level better over the life of the lamp)
  - Cooler operation resulting in reduced heat generation
  - Exceptional reliability over older technology systems
  - Three-year warranty on lamps
  - Five-year warranty on ballasts

- In some instances 1st generation 32W T8/Electronic Ballast systems will be relamped to 28W T8 lamps without reballasting in order to minimize cost while still providing energy savings.
- In light critical areas, both existing T12/Electromagnetic systems and 1st generation T8/Electronic systems will be replaced with new High Efficiency Electronic Ballasts with 32W T8 Lamps in order to maintain "instant-on" capability regardless of ambient temperature.
- Existing 2x2 fixtures with U6-lamps will be retrofitted with 2' straight lamps.
- Installation of Occupancy Sensors in many buildings.
- The existing compact fluorescent fixtures will be re-lamped with lower wattage CFL lamps where light levels allow and left as is in all other instances.
- Existing Exterior Lighting fixtures will be retrofitted unless noted otherwise.
- The existing incandescent fixtures will be re-lamped with compact fluorescent lamps.
- Existing incandescent and compact fluorescent Exit signs will be replaced with new LED Exit signs.
- Existing HID (HPS and MH) High Bay style lighting fixtures will be replaced with new T5HO or T8HO High Bay Fluorescent Lighting Fixtures.

Occupancy Sensors

In order to reduce the amount of time the lights are operating, wall-switch and ceiling mounted occupancy sensors will be installed in offices, storage rooms, restrooms, break rooms, electrical closets, administrative areas, etc. These sensors will monitor occupancy and turn off lights when areas are not in use. Specific locations are identified in the attached line by line scope of work in Appendix B.
Although lowering kWh will always lower the electric bill, not every location is a good candidate for occupancy sensor use. Areas that have relatively low operating hours and would only save an hour or two per day are usually not good candidates for sensors from a cost perspective.

The installed sensors are both single and dual technology (wall and ceiling mount type) combining both ultrasonic and passive infrared sensing technologies. Once installed the sensors ability to "learn" the occupied/unoccupied characteristics of the space enable the sensor to adapt to changing space activity. This benefit eliminates any need to adjust the sensor after installation. Proposed and existing hours are detailed in Schedule V.

Building by Building Overview:

Topeka Fire Department:

Area 31.1 – Topeka Fire Dept. #5 Exterior

The exterior area lighting of this building consists of Metal Halide sources in wall and pole mounted fixtures. These fixtures with Metal Halide lamps will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

Area 32 – Topeka Fire Dept. Fire Fleet

This building's lighting consists of older T12 lamps with magnetic ballasts in surface, recess, and wall mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. T12 strip fixtures will be retrofit with reflector kits to utilize 4' lamps and 4 Lamp recessed 2x4 fixtures will be retrofitted with reflector kits that allow de-lamping to 3 lamps. 2x2 fixtures with U-bend lamps will be retrofitted to 17 watt T8 lamps with energy efficient low power ballast and an efficient reflector to maintain lumen output and provide additional energy savings. Existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps. Exit Signs with Incandescent or Compact Fluorescent lamping will be replaced with new LED Exit Signs. Fixtures in main garage bay, garage bay 2, and training bay will be re-lamped with 32W T8 lamps in order to maintain "instant on" light levels.

Area 32.1 – Topeka Fire Dept. Fire Fleet Exterior

The exterior area lighting of this building consists of a mix of Compact Fluorescent and High Pressure Sodium sources in wall and recess mounted fixtures. Existing fixtures with Compact Fluorescent lamps will be left as-is. High Pressure Sodium lamps will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

Area 33 – Topeka Fire Dept. #6

This building's lighting consists of older T12 lamps with magnetic ballasts and T8 lamps with first generation electronic ballasts in ceiling, wall, surface, recess, and pendant mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. T12 strip fixtures will be retrofit with reflector kits to utilize 4' lamps and 4 Lamp recessed 2x4 fixtures will be retrofitted with reflector kits that allow de-lamping to 3 lamps. Existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps. Fixtures in bay floor will be re-lamped with 32W T8 lamps in order to maintain "instant on" light levels.

Occupancy Sensors will be added in common areas, restrooms, and in small common area spaces such as utility, janitor, and storage spaces to control lighting when spaces are not being occupied or used.

Area 34 – Topeka Fire Dept. #1

This building's lighting consists of older T12 lamps with magnetic ballasts and T8 lamps with first generation electronic ballasts in wall, recess, surface mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. T12 strip fixtures will be retrofit with reflector kits to utilize 4' lamps and 4 Lamp recessed 2x4 fixtures will be retrofitted with reflector kits that allow de-lamping to 3 lamps. Existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps. Existing Compact Fluorescent fixtures will be re-lamped with lower wattage Compact Fluorescent lamps where light levels allow or will be left as-is where light levels require the current wattage. Fixtures in garage bay will be re-lamped with 32W T8 lamps in order to maintain "instant on" light levels.

Area 35 – Topeka Fire Dept. #2

This building's lighting consists of older T12 lamps with magnetic ballasts and T8 lamps with first generation electronic ballasts in ceiling, recess, and wall mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. Existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps. Existing Compact Fluorescent fixtures will be re-lamped with lower wattage Compact Fluorescent lamps where light levels allow or will be left as-is where light

levels require the current wattage. Fixtures in bay floor will be re-lamped with 32W T8 lamps in order to maintain "instant on" light levels.
Occupancy Sensors will be added in office spaces, common areas, restrooms, and in small common area spaces such as utility, janitor, and storage spaces to control lighting when spaces are not being occupied or used.

Area 36 – Topeka Fire Dept. #9

This building's lighting consists of older T12 lamps with magnetic ballasts in ceiling, recess, and wall mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. T12 strip fixtures will be retrofit with reflector kits to utilize 4' lamps and existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps. Fixtures in truck bay will be re-lamped with 32W T8 lamps in order to maintain "instant on" light levels.
Occupancy Sensors will be added in office spaces, common areas, restrooms, and in small common area spaces such as utility, janitor, and storage spaces to control lighting when spaces are not being occupied or used.

Area 36.1 – Topeka Fire Dept. #9 Exterior

The exterior area lighting of this building consists of a mix of Incandescent and High Pressure Sodium sources in wall mounted fixtures. Existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps. Fixtures with High Pressure Sodium lamps will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

Area 37 – Topeka Fire Dept. #10

This building's lighting consists of older T12 lamps with magnetic ballasts and T8 lamps with first generation electronic ballasts in ceiling, recess, and wall mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. T12 strip fixtures will be retrofit with reflector kits to utilize 4' lamps and 2x2 fixtures with U-bend lamps will be retrofitted to 17 watt T8 lamps with energy efficient low power ballast and an efficient reflector to maintain lumen output and provide additional energy savings. Existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps. Existing Compact Fluorescent fixtures will be re-lamped with lower wattage Compact Fluorescent lamps where light levels allow or will be left as-is where light levels require the current wattage. Fixtures in main bay will be re-lamped with 32W T8 lamps in order to maintain "instant on" light levels.
Occupancy Sensors will be added in office spaces and common areas to control lighting when spaces are not being occupied or used.

Area 37.1 – Topeka Fires Dept. #10 Exterior

The exterior area lighting of this building consists of a mix of Incandescent, Compact Fluorescent, Halogen Quartz, and Metal Halide sources in wall, ceiling, and ground mounted fixtures. Incandescent sources fixtures will be re-lamped with Compact Fluorescent lamps. Existing fixtures with Compact Fluorescent and Halogen Quartz lamping will remain as-is. Metal Halide lamps will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

Area 38 – Topeka Fire Dept. #11

This building's lighting consists of older T12 lamps with magnetic ballasts and T8 lamps with first generation electronic ballasts in **X** mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. 4 Lamp recessed 2x4 fixtures will be retrofitted with reflector kits that allow de-lamping to 3 lamps in order to save energy and 2x2 fixtures with U-bend lamps will be retrofitted to 17 watt T8 lamps with a energy efficient low power ballast and a efficient reflector to maintain lumen output and provide additional energy savings. Existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps. Existing Compact Fluorescent fixtures will be re-lamped with lower wattage Compact Fluorescent lamps where light levels allow or will be left as-is where light levels require the current wattage. Fixtures in main bay will be re-lamped with 32W T8 lamps in order to maintain "instant on" light levels.
Occupancy Sensors will be added in office spaces, common areas, restrooms, and in small common area spaces such as utility, janitor, and storage spaces to control lighting when spaces are not being occupied or used.

Area 38.1 – Topeka Fire Dept. #11 Exterior

The exterior area lighting of this building consists of Compact Fluorescent sources in wall mounted fixtures which will be left as-is.

Area 44 – Topeka Fire Dept. #7

This building's lighting consists of T8 lamps with first generation electronic ballasts in wall and surface mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. 4 Lamp recessed 2x4 fixtures will be retrofitted with reflector kits that allow de-lamping to 3 lamps and existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps. Existing Compact Fluorescent fixtures will be re-lamped with lower wattage Compact Fluorescent lamps where light levels allow or will be left as-is where light levels require the current wattage. Fixtures in garage bay will be re-lamped with 32W T8 lamps in order to maintain "instant on" light levels.

Area 45 – Topeka Fire Dept. #4

This building's lighting consists of older T12 lamps with magnetic ballasts and T8 lamps with first generation electronic ballasts in ceiling, wall, recess, surface mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. T12 strip fixtures will be retrofit with reflector kits to utilize 4' T8 energy saving lamps and 4 Lamp recessed 2x4 fixtures will be retrofitted with reflector kits that allow de-lamping to 3 lamps. 2x2 fixtures with U-bend lamps will be retrofitted to 17 watt T8 lamps with energy efficient low power ballast and an efficient reflector to maintain lumen output and provide additional energy savings. Existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps. Fixtures in garage will be re-lamped with 32W T8 lamps in order to maintain "instant on" light levels.

Area 46.1 – Topeka Fire Dept. Administration Exterior

The exterior area lighting of this building consists of a mix of Incandescent, Metal Halide, and High Pressure Sodium sources in wall and ground mounted fixtures. Existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps. Fixtures with Metal Halide and High Pressure Sodium lamps will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

Area 47.1 – Topeka Fire Dept. #3 Exterior

The exterior area lighting of this building consists of a mix of Compact Fluorescent and High Pressure Sodium sources in wall and recess mounted fixtures. Existing fixtures with Compact Fluorescent lamps will be left as-is. High Pressure Sodium lamps will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

Area 52 – Topeka Fire Dept. #8

This building's lighting consists of older T12 lamps with magnetic ballasts and T8 lamps with first generation electronic ballasts in ceiling, wall, recess, and pendant mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. 4 Lamp recessed 2x4 fixtures will be retrofitted with reflector kits that allow de-lamping to 3 lamps. Fixtures in garage will be re-lamped with 32W T8 lamps in order to maintain "instant on" light levels.

Area 53 – Topeka Fire Dept. #12

This building's lighting consists of older T12 lamps with magnetic ballasts in ceiling, recess, wall, pendant mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. 4 Lamp recessed 2x4 fixtures will be retrofitted with reflector kits that allow de-lamping to 3 lamps and existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps. Fixtures in garage will be re-lamped with 32W T8 lamps in order to maintain "instant on" light levels.

Area 53 – Topeka Fire Dept. #12 Exterior

The exterior area lighting of this building consists of Incandescent sources in wall mounted fixtures which will be re-lamped with Compact Fluorescent Lamps.

Law Enforcement and Administration:

Area 10.1 – Light Duty Garage Exterior

The exterior area lighting of this building consists of a mix of Incandescent and Metal Halide sources in wall mounted fixtures. Fixtures with Incandescent sources will be re-lamped with Compact Fluorescent lamps while Metal Halide lamps will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

Area 11 – Impound Lot

This building's lighting consists of older T12 lamps with magnetic ballasts and T8 lamps with first generation electronic ballasts in ceiling, recess, and wall mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. T12 strip fixtures will be retrofit with reflector kits to utilize 4' lamps and 2x2 fixtures with U-bend lamps will be retrofitted to 17 watt T8 lamps with energy efficient low power ballast and an efficient reflector to maintain lumen output and provide additional energy savings.

Occupancy Sensors will be added in office spaces, common areas, restrooms, and in small common area spaces such as utility, janitor, and storage spaces to control lighting when spaces are not being occupied or used.

Vendmiser vending machine sensors will be installed to save energy in off-peak hours.

Area 11.1 – Impound Lot Exterior

The exterior area lighting of this building consists of Metal Halide sources in pole mounted fixtures. These fixtures with Metal Halide lamps will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

Area 12 – Engineering

This building's lighting consists of older T12 lamps with magnetic ballasts in recess mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. T12 strip fixtures will be retrofit with reflector kits to utilize 4' lamps and 4 Lamp recessed 2x4 fixtures will be retrofitted with reflector kits that allow de-lamping to 3 lamps. Fixtures in garage will be re-lamped with 32W T8 lamps in order to maintain "instant on" light levels.

Occupancy Sensors will be added in office spaces, common areas, restrooms, and in small common area spaces such as utility, janitor, and storage spaces to control lighting when spaces are not being occupied or used.

Area 12.1 – Engineering Exterior

The exterior area lighting of this building consists of Metal Halide sources in wall mounted fixtures. These fixtures with Metal Halide lamps will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

<u>Area 24 – Street Parks Compound</u>

This building's lighting consists of older T12 lamps with magnetic ballasts and T8 lamps with first generation electronic ballasts in ceiling, recess, and wall mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. T12 strip fixtures will be retrofit with reflector kits to utilize 4' lamps and 4 Lamp recessed 2x4 fixtures will be retrofitted with reflector kits that allow de-lamping to 3 lamps. Fixtures in garage bay will be re-lamped with 32W T8 lamps in order to maintain "instant on" light levels.

Occupancy Sensors will be added in office spaces, common areas, restrooms, and in small common area spaces such as utility, janitor, and storage spaces to control lighting when spaces are not being occupied or used. Vendmiser vending machine sensors will be installed to save energy in off-peak hours.

<u>Area 24.1 – Street Parks Compound Exterior</u>

The exterior area lighting of this building consists of a mix of High Pressure Sodium and Metal Halide sources in ground and pole mounted fixtures. High Pressure Sodium and Metal Halide lamps will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

<u>Area 28.1 – City Hall Exterior</u>

The exterior area lighting of this building consists of a mix of Metal Halide and High Pressure Sodium sources in ground and pole mounted fixtures. Fixtures with Metal Halide and High Pressure Sodium lamps will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

<u>~~Area 29 – City Hall-TPAC~~</u>

~~This building's lighting consists of older T12 lamps with magnetic ballasts and T8 lamps with first generation electronic ballasts in ceiling, recess, and wall mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. 2x2 fixtures with U-bend lamps will be retrofitted to 17 watt T8 lamps with energy efficient low power ballast and an efficient reflector to maintain lumen output and provide additional energy savings. Existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps. Existing Compact Fluorescent fixtures will be re-lamped with lower wattage Compact Fluorescent lamps where light levels allow or will be left as-is where light levels require the current wattage.~~

~~Occupancy Sensors will be added in office spaces, common areas, restrooms, and in small common area spaces such as utility, janitor, and storage spaces to control lighting when spaces are not being occupied or used.~~

<u>Area 50 – Traffic Operations</u>

This building's lighting consists of older T12 lamps with magnetic ballasts and T8 lamps with first generation electronic ballasts in ceiling and recess mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. 4 Lamp recessed 2x4 fixtures will be retrofitted with reflector kits that allow de-lamping to 3 lamps and 2x2 fixtures with U-bend lamps will be retrofitted to 17 watt T8 lamps with a energy efficient low power ballast and a efficient reflector to maintain lumen output and provide additional energy savings. Existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps.

Occupancy Sensors will be added in office spaces, common areas, restrooms, and in small common area spaces such as utility, janitor, and storage spaces to control lighting when spaces are not being occupied or used. Vendmiser vending machine sensors will be installed to save energy in off-peak hours.

Topeka Zoo:

<u>Area 48 – Topeka Zoo</u>

This building's lighting consists of older T12 lamps with magnetic ballasts and T8 lamps with first generation electronic ballasts in ceiling, surface, recess, wall, and pendant mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. T12 strip fixtures will be retrofit with reflector kits to utilize 4' T8 energy saving lamps and 4 Lamp recessed 2x4 fixtures will be retrofitted with reflector kits that allow de-lamping to 3 lamps. Existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps and existing Compact Fluorescent fixtures will be re-lamped with lower wattage Compact Fluorescent lamps where light levels allow or will be left as-is where light levels require the current wattage. Exit Signs with Incandescent or Compact Fluorescent lamping will be replaced with new LED Exit Signs.

Occupancy Sensors will be added in office spaces, common areas, restrooms, and in small common area spaces such as utility, janitor, and storage spaces to control lighting when spaces are not being occupied or used. Vendmiser vending machine sensors will be installed to save energy in off-peak hours.

Area 48.1 – Topeka Zoo Exterior

The exterior area lighting of this building consists of a mix of Incandescent, Compact Fluorescent, Halogen Quartz, High Pressure Sodium, and Metal Halide sources in wall, ceiling, recess, and pole mounted fixtures. Incandescent sourced fixtures will be re-lamped with Compact Fluorescent lamps. Existing fixtures with Compact Fluorescent and Halogen Quartz lamping will remain as-is. Low wattage Metal Halide lamps will be left as is while higher wattage Metal Halide and High Pressure Sodium lamps will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

Utilities and Transportation:

Area 14 – Waste Water Plant

This building's lighting consists of older T12 lamps with magnetic ballasts and T8 lamps with first generation electronic ballasts in ceiling, recess, pendant, wall, and cove mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. T12 strip fixtures will be retrofit with reflector kits to utilize 4' lamps and 4 Lamp recessed 2x4 fixtures will be retrofitted with reflector kits that allow de-lamping to 3 lamps. 2x2 fixtures with U-bend lamps will be retrofitted to 17 watt T8 lamps with energy efficient low power ballast and an efficient reflector to maintain lumen output and provide additional energy savings. Existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps. Low-Bay fixtures will be replaced with Fluorescent High Bay Fixtures. Existing Compact Fluorescent fixtures will be re-lamped with lower wattage Compact Fluorescent lamps where light levels allow or will be left as-is where light levels require the current wattage.

Occupancy Sensors will be added in office spaces, common areas, restrooms, and in small common area spaces such as utility, janitor, and storage spaces to control lighting when spaces are not being occupied or used.

Area 14.1 – Waste Water Plant Exterior

The exterior area lighting of this building consists of a mix of High Pressure Sodium and Metal Halide sources in wall and pole mounted fixtures. High Pressure Sodium and Metal Halide lamps will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

Area 15 – WPC North Plant Administration

This building's lighting consists of older T12 lamps with magnetic ballasts in ceiling, recess, and pendant mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. 4 Lamp recessed 2x4 fixtures will be retrofitted with reflector kits that allow de-lamping to 3 lamps. Existing Compact Fluorescent fixtures will be re-lamped with lower wattage Compact Fluorescent lamps where light levels allow or will be left as-is where light levels require the current wattage. Low-Bay fixtures will be replaced with Fluorescent High Bay Fixtures. Fixtures in open bay area will be re-lamped with 32W T8 lamps in order to maintain "instant on" light levels.

Occupancy Sensors will be added in office spaces, common areas, restrooms, and in small common area spaces such as utility, janitor, and storage spaces to control lighting when spaces are not being occupied or used. Vendmiser vending machine sensors will be installed to save energy in off-peak hours.

Area 15.1 – WPC North Plant Administration Exterior

The exterior area lighting of this building consists of High Pressure Sodium sources in wall mounted fixtures. These fixtures with High Pressure Sodium lamps will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

Area 22 – WPC Oakland Plant Building A

This building's lighting consists of older T12 lamps with magnetic ballasts and T8 lamps with first generation electronic ballasts in recess and surface mounted fixtures. These fixtures will be retrofitted with new energy efficient 28 watt T8 lamps and energy efficient low power ballasts where needed to replace electromagnetic ballasts. Existing Compact Fluorescent fixtures will be re-lamped with lower wattage Compact Fluorescent lamps where light levels allow or will be left as-is where light levels require the current wattage.

Occupancy Sensors will be added in office spaces, common areas, restrooms, and in small common area spaces such as utility, janitor, and storage spaces to control lighting when spaces are not being occupied or used. Vendmiser vending machine sensors will be installed to save energy in off-peak hours.

Area 23 – WPC Oakland Plant

This building's lighting consists of older T12 lamps with magnetic ballasts and T8 lamps with first generation electronic ballasts in ceiling, recess, and pendant mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. 4 Lamp recessed 2x4 fixtures will be retrofitted with reflector kits that allow de-lamping to 3 lamps. Existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps. Low Bay and High Bay High Intensity Discharge sourced fixtures will be replaced with Fluorescent High Bay fixtures.

Occupancy Sensors will be added in office spaces, common areas, restrooms, and in small common area spaces such as utility, janitor, and storage spaces to control lighting when spaces are not being occupied or used.

Area 23.1 – WPC Oakland Plant Exterior

The exterior area lighting of this building consists of a mix of High Pressure Sodium and Metal Halide sources in wall and pole mounted fixtures. Low wattage Metal Halide lamps will be left as is while higher wattage Metal Halide lamps and High Pressure Sodium Lamps will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

Area 39 – 10th and Wannamaker Pump Station

This building's lighting consists of older fluorescent T12 lamps with magnetic ballasts in ceiling mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts.

Area 39 – 10th and Wannamaker Pump Station

This building's lighting consists of older T12 lamps with magnetic ballasts in ceiling mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts.

Area 39.1 – 10th and Wannamaker Pump Station Exterior

The exterior area lighting of this building consists of Mercury Vapor sources in wall mounted fixtures that will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

Area 40 – 19th and Western Pump Station

This building's lighting consists of older T12 lamps with magnetic ballasts in ceiling mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts.

Area 40.1 – 19th and Western Pump Station Exterior

The exterior area lighting of this building consists of a mix of Mercury Vapor and Metal Halide sources in wall mounted fixtures that will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

Area 41 – Ash Street Pump Station 1&2

This building's lighting consists of older T12 lamps with magnetic ballasts and T8 lamps with first generation electronic ballasts in ceiling and pendant mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. T12 strip fixtures will be retrofit with reflector kits to utilize 4' T8 energy saving lamps and existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps. Existing Compact Fluorescent fixtures will be re-lamped with lower wattage Compact Fluorescent lamps where light levels allow or will be left as-is where light levels require the current wattage.

Area 41.1 – Ash Street Pump Station 1&2 Exterior

The exterior area lighting of this building consists of a mix of High Pressure Sodium and Metal Halide sources in wall and ground mounted fixtures. Low wattage Metal Halide lamps will be left as is while higher wattage Metal Halide and High Pressure Sodium lamps will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

Area 42 – Central Park Pump Station

This building's lighting consists of T8 lamps with first generation electronic ballasts in ceiling mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. Wall mounted fixtures with Metal Halide lamps will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels. Exit Signs with Incandescent or Compact Fluorescent lamping will be replaced with new LED Exit Signs.

Area 42.1 – Central Park Pump Station Exterior

The exterior area lighting of this building consists of Metal Halide sources in wall mounted fixtures which will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

Area 43 – Shunga Glen Street Pump Station

This building's lighting consists of older T12 lamps with magnetic ballasts in ceiling, recess, wall, and pendant mounted fixtures. These fixtures will be retrofitted with new energy efficient 25 watt T8 lamps and energy efficient low power ballasts. 4 Lamp recessed 2x4 fixtures will be retrofitted with reflector kits that allow de-lamping to 3 lamps and existing fixtures with incandescent lamps will be re-lamped with energy efficient Compact Fluorescent lamps. Existing Compact Fluorescent fixtures will be re-lamped with lower wattage Compact Fluorescent lamps where light levels allow or will be left as-is where light levels require the current wattage. Occupancy Sensors will be added in office spaces, restrooms, and utility areas to control lighting when spaces are not being occupied or used.

Area 43.1 – Shunga Glen Pump Station Exterior

The exterior area lighting of this building consists of Metal Halide sources in wall mounted fixtures which will be retrofit to use energy efficient Pulse Start Metal Halide lamps with energy saving Pulse Start ballasts in a reduced wattage that will maintain current light levels.

Energy Conservation Measure 3: HVAC Upgrades

During preliminary walkthroughs and customer interview Johnson Controls found several areas of improvement which can be made on several of the buildings' existing mechanical equipment. Only one area of improvement was selected, the addition of air conditioning the server room at the Law Enforcement Center.

Law Enforcement Center

Existing Equipment:

Existing IT server room has no mechanical cooling or ventilation system.

Recommended Actions:

Install one (1) Sanyo 18 MBTU condenser unit, includes tubing kit, evaporator, and condensate pump for the server room. This will constitute as a savings penalty due to the lack of cooling in the pre-condition.

ASSURED PERFORMANCE GUARANTEE

I. PROJECT BENEFITS

A. Certain Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

Annual Project Benefits are the portion of the projected Total Project Benefits to be achieved in any one year of the Guarantee Term.

Annual Project Benefits Realized are the Project Benefits actually realized for any one year of the Guarantee Term.

Annual Project Benefits Shortfall is the amount by which the Annual Project Benefits exceed the Annual Project Benefits Realized in any one year of the Guarantee Term.

Annual Project Benefits Surplus is the amount by which the Annual Project Benefits Realized exceed the Annual Project Benefits in any one year of the Guarantee Term.

Baseline is the mutually agreed upon data and/or usage amounts that reflect conditions prior to the installation of the Improvement Measures as set forth in Section IV below.

Guarantee Term will commence on the first day of the month next following the Substantial Completion date and will continue through the duration of the M&V Services, subject to earlier termination as provided in this Agreement.

Installation Period is the period beginning on JCI's receipt of Customer's Notice to Proceed and ending on the commencement of the Guarantee Term.

Measured Project Benefits are the utility savings and cost avoidance calculated in accordance with the methodologies set forth in Section III below.

Non-Measured Project Benefits are identified in Section II below. The Non-Measured Project Benefits have been agreed to by Customer and will be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below. Customer and JCI agree that: (i) the Non-Measured Project Benefits may include, but are not limited to, future capital and operational costs avoided as a result of the Work and implementation of the Improvement Measures, (ii) achievement of the Non-Measured Project Benefits is outside of JCI's control, and (iii) Customer has evaluated sufficient information to conclude that the Non-Measured Project Benefits will occur and bears sole responsibility for ensuring that the Non-Measured Project Benefits will be realized. Accordingly, the Non-Measured Project Benefits shall not be measured or monitored by JCI at any time during the Guarantee Term, but rather shall be deemed achieved in accordance with the schedule set forth in the Total Project Benefits table below.

Project Benefits are the Measured Project Benefits plus the Non-Measured Project Benefits to be achieved for a particular period during the term of this Agreement.

Total Project Benefits are the projected Project Benefits to be achieved during the entire term of this Agreement.

B. Project Benefits Summary. Subject to the terms and conditions of this Agreement, JCI and Customer agree that Customer will be deemed to achieve a total of $1,331,519 in Non-Measured Project Benefits and JCI guarantees that Customer will achieve a total of $2,473,166 in Measured Project Benefits during the term of this Agreement, for Total Project Benefits of $3,804,684, as set forth in the Total Project Benefits table below.

Schedule 2

Total Project Benefits

Year	Measured Utility Cost Avoidance*	Non Measured Utility Cost Avoidance	Operations & Maintenance Cost Avoidance**	Annual Project Benefits
1	$132,974	$5,939	$65,652	$204,565
2	$136,963	$6,117	$67,622	$210,702
3	$141,072	$6,301	$69,650	$217,023
4	$145,304	$6,490	$71,740	$223,534
5	$149,663	$6,685	$73,892	$230,240
6	$154,153	$6,885	$76,109	$237,147
7	$158,777	$7,092	$78,392	$244,261
8	$163,541	$7,304	$80,744	$251,589
9	$168,447	$7,524	$83,166	$259,137
10	$173,500	$7,749	$85,661	$266,911
11	$178,705	$7,982	$88,231	$274,918
12	$184,067	$8,221	$90,878	$283,166
13	$189,589	$8,468	$93,604	$291,661
14	$195,276	$8,722	$96,412	$300,410
15	$201,135	$8,984	$99,305	$309,423
Total	$2,473,166	$110,463	$1,221,056	$3,804,684

*Utility Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the table above are based on anticipated increases in unit energy costs as set forth in the table in Section IV below.
** Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance are Non-Measured Project Benefits. Operations & Maintenance Cost Avoidance and Future Capital Cost Avoidance figures in the table above are based on a mutually agreed fixed annual escalation rate of <u>three</u> (<u>3</u>%).

Within sixty (60) days of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved during the Installation Period plus any Non-Measured Project Benefits applicable to such period and advise Customer of same. Any Project Benefits achieved during the Installation Period may, at JCI's discretion, be allocated to the Annual Project Benefits for the first year of the Guarantee Term. Within sixty (60) days of each anniversary of the commencement of the Guarantee Term, JCI will calculate the Measured Project Benefits achieved for the applicable year plus any Non-Measured Project Benefits applicable to such period and advise Customer of same.

Customer acknowledges and agrees that if, for any reason, it (i) cancels or terminates receipt of M&V Services, (ii) fails to pay for M&V Services in accordance with Schedule 4, (iii) fails to fulfill any of its responsibilities necessary to enable JCI to complete the Work and provide the M&V Services, or (iv) otherwise cancels, terminates or materially breaches this Agreement, the Assured Performance Guarantee shall automatically terminate and JCI shall have no liability hereunder.

C. Project Benefits Shortfalls or Surpluses.

(i) *<u>Project Benefits Shortfalls</u>*. If an Annual Project Benefits Shortfall occurs for any one year of the Guarantee Term, JCI shall, at its discretion and in any combination, (a) set off the amount of such

shortfall against any unpaid balance Customer then owes to JCI, (b) where permitted by applicable law, increase the next year's amount of Annual Project Benefits by the amount of such shortfall, (c) pay to Customer the amount of such shortfall, or (d) subject to Customer's agreement, provide to Customer additional products or services, in the value of such shortfall, at no additional cost to Customer.*

(ii) *Project Benefits Surpluses*. If an Annual Project Benefits Surplus occurs for any one year of the Guarantee Term, JCI may, at its discretion and in any combination, (a) apply the amount of such surplus to set off any subsequent Annual Project Benefit Shortfall during the Guarantee Term, or (b) bill Customer for the amount of payments made pursuant to Section C(i)(c) above and/or the value of the products or services provided pursuant to clause C(i)(d) above, in an amount not to exceed the amount of such surplus.*

(iii) *Additional Improvements*. Where an Annual Project Benefits Shortfall has occurred, JCI may, subject to Customer's approval (which approval shall not be unreasonably withheld, conditioned, or delayed), implement additional Improvement Measures, at no cost to Customer, which may generate additional Project Benefits in future years of the Guarantee Term.

*In the event JCI is providing an Assured Performance Guarantee under Schedule 2 and Schedule 2A, Annual Project Benefits Shortfalls and Annual Project Benefits Surpluses under each such Schedule shall be reconciled against one another.

II. NON-MEASURED PROJECT BENEFITS

Non-measured project benefits include the following by ECM:

ECM 1: Controls Upgrade:
This ECM includes pneumatic systems removal, and the expansion of the Metasys system which allows the customer to be more efficient with their maintenance personal. The savings of $60,000 is based on a percentage of the Customer's labor maintenance budget which has been agreed upon by the Customer in the preliminary Customer meeting on July 15th 2011.

ECM 2: Lighting Retrofits:
This ECM includes replacing lamps and ballast which will be under warranty accordingly. The material savings is calculated based on the warranty period. First year savings based on material savings is $5,652

In addition, there is an impact on the HVAC equipment usage based on the wattage reduction of the lamps and ballast, this has been calculated but will not be measured. Total HVAC impact based on lighting changes is $6,358.

ECM 3: HVAC Upgrades:
The AC addition in this ECM constitutes a savings penalty which is incurred due to the addition of a 3 ton cooling unit. The calculation used to find this penalty uses the same equations shown in *Assured Performance Guarantee III: Option A: FIM: DDC Controls.* The first year impact of this ECM is $418.

Customer has furnished the foregoing information to JCI, which information forms the basis of the Non-Measured Project Benefits. Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Improvement Measures will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

III. MEASUREMENT AND VERIFICATION METHODOLOGIES

The following is a brief overview of the measurement and verification methodologies applicable to the Improvement Measures set forth below. JCI shall apply these methodologies, as more fully detailed in the guidelines and standards of the International Measurement and Verification Protocol (IPMVP) and/or the Federal Energy Management Program (FEMP), in connection with the provision of M&V Services hereunder.

Option A
Partially Measured Retrofit Isolation

Measured Project Benefits are determined by partial field measurement of the energy use of the system(s) to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Measurements will be short-term with only one-time measurements before and after the Installation Period.

Partial measurement means that some but not all parameters will be measured. Careful review of the design and installation of Improvement Measures is intended to demonstrate that the stipulated values fairly represent the probable actual values. Agreed-upon values will be shown in the measurement and verification plan, along with analysis of the significance of the error they may introduce. Engineering calculations using short-term pre and post-retrofit measurements and stipulations are used to calculate Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option A:

FIM Lighting Retrofit:
Measurement and Verification Plan: IPMVP Option A

Lighting retrofit savings will be determined by measuring the power draw (kW) on a statistical sample of individual pre-retrofit and post-retrofit light fixtures. Agreed to operational hours and electrical rate will be applied to the pre-retrofit and post-retrofit kW values to determine the lighting savings. The savings will be stipulated for the life of the contract based on the following agreed upon engineering calculations.

- Existing kW = (existing quantity of fixtures * existing wattage/fixtures)/1000watts/kW * 12 months/year
- Proposed kW = (proposed quantity of fixtures * proposed wattage/fixtures)/1000watts/kW * 12 months/year
- kW Savings = Existing kW - Proposed kW
- Existing kWh = (existing quantity of fixtures * existing wattage/fixtures)/1000watts/kW * Existing annual hours of operation
- Proposed kWh = (proposed quantity of fixtures * proposed wattage/fixtures)/1000watts/kW * Proposed annual hours of operation
- kWh Savings = Existing kWh - Proposed kWh
- $kWh Savings = kWh Savings * Usage Rate in $/kWh

Measured Parameters

Lighting Fixture Power (kW):

Sampling of electricity demand (kW) is conducted by taking spot measurements for each electrically significant fixture configuration in accordance with the FEMP 3.0 M&V Guidelines to provide 90% confidence and 10% precision. FEMP guidelines specify that only the fixture retrofits contributing to the top 75% of savings need be measured, but additional retrofitted fixtures will be measured according to the sampling table below. Incandescent and Compact Fluorescent bulbs are not measured since they lack exposed wiring. Each measurement will include Volts, Amps, Power Factor, Watts, and number of fixtures on the circuit. Specific locations for the power measurements are recorded. The measurements will be taken with a power meter that has been calibrated within a year as certified by a certificate of calibration. The savings will be recalculated based on the result of the measurements. If the recalculated savings exceed the guaranteed amount, then the savings associated with this FIM will be considered to be achieved. The savings will then be stipulated for the remainder of the guarantee term and no further measurements will be taken. JCI reserves the right to take additional measurements if the statistical sample is inadequate to prove the savings associated with the FIM. The sampling plan will be created by applying the following statistical parameters to the selected scope of work as shown in schedule x, table x of this agreement.

Parameter	Value
Confidence	90%
Precision	10%
Z Statistic	1.645
Coefficient of Variation (Pre)	0.2
Coefficient of Variation (Post)	0.1

Schedule 2

Agreed Upon Parameters

Lighting Operational Hours
Please see Schedule V for details on lighting operational hours.

FIM- Lighting Controls
Measurement and Verification Plan: Proof of Performance

The proper operation and installation of a statistical sample of occupancy sensors will be verified. It will be ensured that the lights controlled by the occupancy sensor turn off after the prescribed time delay when the space controlled by the occupancy sensor is not in use. The savings will be considered to be achieved if the occupancy sensors are working as proposed. The savings will then be stipulated for the remainder of the guarantee term and no further measurements will be taken. JCI reserves the right to take additional measurements if the statistical sample is inadequate to prove the savings associated with the FIM.

Schedule 2

FIM- DDC Controls:

Savings Methodology:

The following formulas were applied to all buildings in order to capture savings for temperature set back and other controls based savings. Please refer Table V-1 and Table V-2 in Schedule V for the applied hours per building. Outside air temperatures, outside air enthalpy and the hours they apply to are a given by the BIN weather data for the City of Topeka.

Conduction Savings:

$Q_{cost\text{-}pre}$ *(BTU) = U * A * (Tosa-Tocc) * Occupied Hours + U * A * (Tosa-Tocc) * Unoccupied Hours*
$Q_{cost\text{-}post}$ *(BTU) = U * A * (Tosa-Tocc) * Occupied Hours + U * A * (Tosa-Tunocc) * Unoccupied Hours*
Qcond-savings = Qcond-pre – Qcond-post

dT is the difference between indoor and outdoor temperature. 'A' is the external area, and 'U' is the overall heat transfer coefficient. The value for 'U' was determined by observed construction makeup of the sites based on; additional insulation by site however, was not observable. Hence, additional insulation was added per site based on actual utility consumption.

Infiltration Losses:

$Q_{inf\text{-}pre}$ *(BTU) = 4.5 * Infiltration Rate * (hosa-hocc) * Occupied Hours + 4.5 * Infiltration Rate * (hosa-hocc) *Unoccupied Hours*
$Q_{inf\text{-}post}$*(BTU) = 4.5 * Infiltration Rate * (hosa-hocc) * Occupied Hours + 4.5 * Infiltration Rate * (hosa-hunocc) *Unoccupied Hours*
Qinf-savings = Qinf-pre – Qinf-post

dh is the difference between the enthalpy of the outside air and the inside air. The infiltration rate is in CFM. Acquiring the actual infiltration rate is rather difficult; to start, the default number in eQuest for CFM/ft^2 was used. This number was increased or decreased based on site visit observations, and utility consumption.

Ventilation Losses:

$Q_{vent\text{-}pre}$ *(BTU) = 4.5 * Ventilation Rate * (hosa-hocc) *Occupied Hours +4.5 * Ventilation Rate * (hosa-hocc) *Unoccupied Hours*
$Q_{vent\text{-}post}$ *(BTU) = 4.5 * Ventilation Rate * (hosa-hocc) *Occupied Hours +4.5 * Ventilation Rate(min OSA) * (hosa-hunocc) *Unoccupied Hours*
Qvent-savings = Qvent-pre – Qvent-post

This is the same as the infiltration losses, with the ventilation CFM in place of infiltration. Depending on the building, the number of unoccupied hours applied post implementation could be reduced. In cases where the building will have control of its OSA dampers, the actual ventilation CFM could be reduced post implementation.

Total Energy Savings:

Qsavings = Qcond-savings + Qinf-savings + Qvent-savings

Schedule 2

Zoo Door Savings:
Animal and Man and Discovering Apes applied the same formulas used above. In this case, additional savings were developed by setting back the temperatures when the animal containment doors were opened. The following formula was used in order to derive the savings.

*Qt-pre=60*V*A*(hi-hocc)*pr*Dt*
*Qt-post=60*V*A*(hi-hunocc)*pr*Dt*
Qt-savings = Qt-pre – Qt-post
where:

Q_t = average refrigeration load, Btu/hr
V = average air velocity
A = opening area, ft^2
h_i = enthalpy of infiltration air, Btu/lb
h_r = enthalpy of refrigerated air, Btu/lb
ρ_r = density of refrigerated air, Btu/lb
D_t = decimal portion of time doorway is open

Demand Control Ventilation:
The Law Enforcement Center is receiving the demand control ventilation capabilities. The HVAC load follows the formulas above with the exception of the ventilation load which follows the following equations:

$Q_{vent\text{-}pre}$ *(BTU) = 4.5 * Ventilation Rate(design) * (hosa-hocc) *Occupied Hours*
$Q_{vent\text{-}post}$ *(BTU) = 4.5 * Ventilation Rate(reduced) * (hosa-hocc) *Occupied Hours*
Qvent-savings = Qvent-pre – Qvent-post

In this cased, *Ventilation Rate(design)* is the rate at which the building currently operates at which is approximately 40% outside air (OSA). *Ventilation Rate(reduced)* will be equal ASHRAE guidelines for C02 ventilation control.

Measurement and Verification Plan: IPMVP Option A

Trends or logs will be established on key variables to determine that the proposed set points have been correctly programmed and the strategies are working correctly in order to achieve the proposed savings. The following table shows the control strategies and the key variables that will be tracked to verify proper operation of the suggested control sequences:

Table F: Control Strategy Key Variables

Control Strategy	Key Variables
Night Setback/Setup	Unoccupied Heating and Cooling Setpoints, Equipment Schedule
Demand Control Ventilation	Return Air Quality, CO2 Setpoint, OA Damper Position
OA Reduction	Equipment Schedule, OA Damper Position

If the analysis of the trend data as collected from the building automation system proves that the control strategies are working as proposed, the savings associated with the FIM will be said to be achieved. The savings will then be stipulated for the remainder of the guarantee term and no further measurements will be taken. JCI reserves the

Schedule 2

right to take additional measurements if the proposed measurements are inadequate to prove the savings associated with the FIM.

Option B
Retrofit Isolation

Measured Project Benefits are determined by field measurement of the energy use of the systems to which an Improvement Measure was applied separate from the energy use of the rest of the facility. Short-term, long-term or continuous measurements are taken throughout the pre and post-retrofit periods. Engineering calculations using short term, long-term or continuous pre and post-retrofit measurements are used to calculate the Measured Project Benefits for the duration of the Guarantee Term.

Measured Project Benefits from the following Improvement Measures will be calculated using Option B:
Not Applicable

Option C
Whole Facility

Option C involves use of utility meters or whole building sub-meters to assess the energy performance of a total building. Option C assesses the impact of any type of Improvement Measure, but not individually if more than one is applied to an energy meter. This option determines the collective Measured Project Benefits of all Improvement Measures applied to the part of the facility monitored by the energy meter. Also, since whole building meters are used, Measured Project Benefits reported under Option C include the impact of any other change made in facility energy use (positive or negative).

Measured Project Benefits from the following Improvement Measures will be calculated using Option C:

Lighting Retrofit, Lighting Controls and DDC Upgrades associated with the following electric and gas meters:

Building	Meter Type
TFD # 1	Electric (kWh only)
TFD # 2	Electric (kWh only)
TFD # 4	Electric (kWh only)
TFD # 6	Electric (kWh only)
TFD # 7	Electric (kWh only)
TFD # 8	Electric (kWh only)
TFD # 9	Electric (kWh only)
TFD # 10	Electric (kWh only)
TFD # 11	Electric (kWh only)
TFD # 12	Electric (kWh only)
Law Enforcement Center	Gas
Traffic Operations	Electric (kWh only), Gas

Option D
Calibrated Simulation

Schedule 2

Option D involves the use of computer simulation software to predict energy use. Such simulation model must be "calibrated" so that it predicts an energy use and demand pattern that reasonably matches actual utility consumption and demand data from either the base-year or a post-retrofit year.

Option D may be used to assess the performance of all Improvement Measures in a facility, akin to Option C. However, different from Option C, multiple runs of the simulation tool in Option D allow estimates of the Measured Project Benefits attributable to each Improvement Measure within a multiple Improvement Measure project.

Option D may also be used to assess just the performance of individual systems within a facility, akin to Options A and B. In this case, the system's energy use must be isolated from that of the rest of the facility by appropriate meters.

Measured Project Benefits from the following Improvement Measures will be calculated using Option D:

Not Applicable

Schedule 2

IV. BASELINE CALCULATIONS AND UTILITY RATES

The unit utility costs for the Baseline period are set forth below as "Base Utility Cost" and shall be used for all calculations made under this Schedule. The Base Utility Cost shall be escalated annually by the actual utility cost escalation but such escalation shall be no less than the mutually agreed "floor" escalation rate of three percent (3%). The Base Utility Cost for each type of utility represents the 12 month average utility costs from May 2010 through May 2011.

Utility Type	Base Utility Cost
Calculated Electric Energy MGS ($/kWh)	.036
Calculated Electric Demand MGS ($/kW)	12.10
Calculated Electric Energy SGS ($/kWh)	.068
Calculated Energy Demand SGS ($/kW)	4.78

Natural Gas ($/MCF) according to Account Type:

General Service	$	7.39
GTK	$	6.77
Residential Service	$	7.53
STk	$	7.13
LVT	$	6.05

Utility Rate Schedules:

Medium General Service (Electricity)

Electricity	MGS
Customer Charge	$ 100.00
Winter Period ($/kWh)	$ 0.035
Summer Period ($/kWh)	$ 0.039
Demand Charge ($/kW)	$ 12.10
Minimum Demand (kW)	200
General Surcharges and Adjustments	
Fuel Charge Current ($/kWh)	$ 0.016
Transmission Charge ($/kW)	$ 2.350
Property Tax charge ($/kWh)	$ 0.00024
Environmental Cost Recovery Rider ($/kW)	$ 0.65
Franchise Fee	3%
Tax	6.3%

Small General Service (Electricity)

Schedule 2

Electricity	SGS	
Customer Charge	$ 16.00	
Block 1	$ 0.080	For the First 1200 kWh kWh
Block 2	$ 0.060	For all remaining kWh
Winter Period ($/kW)	$ 3.50	
Sumer Period ($/kW)	$ 7.00	
Fuel Charge Current	$ 0.016	
Transmission Charge ($/kWh)	$ 0.0066	
Property Tax charge ($/kWh)	$ 0.00024	
Environmental Cost Recovery Rider ($/kWh)	$ 0.00174	

Natural Gas Tariff Rate by Account (Usage and Transportation)

Service Rate	General Service	Residential Service	Small Transport	General Transport	Large Volume Transport
Service Charge	$ 23.35	$ 12.25	$ 23.35	$ 20.00	$ 187.00
Gas System Reliability Surcharge	$ 2.10	$ 0.83	$ 7.42	$ 7.1500	$ 7.1500
Delivery Charge	$ 1.97460	$ 2.1230	$ 1.8010	$ 1.4562	$ 0.7766
Ad Valorem Tax Surcharge	$ 0.06580	$ 0.06580	$ 0.0658	$ 0.0658	$ 0.0658
Weather Normalization Adjustment	$ (0.03350)	$ (0.03350)		$ -	$ -
Hedge Recovery Factor	$ 0.50640	$ 0.50640		$ -	$ -
Hedge Refund Factor**	$ (0.11365)	$ (0.11365)		$ -	$ -
Tight Sands	$ -	$ -	$ (0.0303)	$ (0.0303)	$ (0.0303)
Total Flat Fee	$ 25.45	$ 13.08	$ 30.77	$ 27.15	$ 194.15
Total Per MCF	$ 2.40	$ 2.55	$ 1.84	$ 1.49	$ 0.81
Franchise Fee	5%	5%	5%	5%	5%
Volumetric Franchise Fee	$ -	$ -	$ 0.26570	$ 0.26570	$ 0.26570
Constellation Gas Cost / MCF			$ 4.9341	$ 4.9341	$ 4.9341

Flat
Per MCF
Multiplier

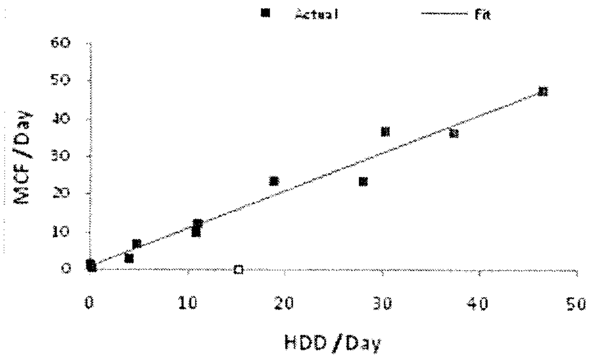
Full total per MCF:	$ 2.52	$ 2.68	$ 7.13	$ 6.77	$ 6.05

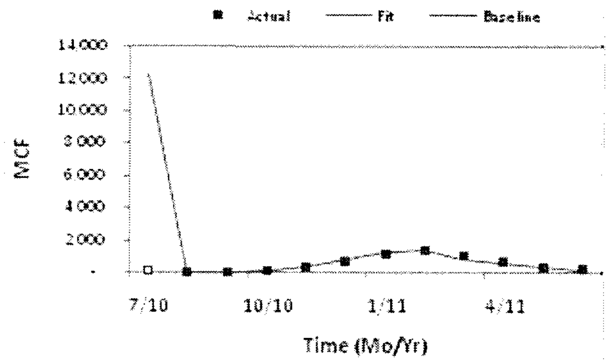
Schedule 2

Baseline Analysis Meter by Meter:
Only the meters which apply to the Option C M&V plan are shown in this section. For all other meter baseline information please refer to Appendix A.

Meter Tuning Contract

Project: City of Topeka | **Site: City Facilities**
Area: LEC | **Meter: LEC-Gas**
Account: 510303639 1452105 18 | **Unit: MCF(Qty OnPk)**





From	To	# Days	Reading	Incl?	HDD	CDD	Offset	Baseline	Deviation
06/09/08	07/09/10	761	46	☐	11604.5	0.0	-	12,286	26609.8%
07/10/10	08/09/10	31	43	☒	0.0	0.0	-	27	-37.2%
08/10/10	09/09/10	31	12	☒	4.0	0.0	-	31	158.4%
09/10/10	10/08/10	29	92	☒	116.0	0.0	-	141	53.7%
10/09/10	11/08/10	31	308	☒	339.5	0.0	-	367	19.2%
11/09/10	12/08/10	30	707	☒	841.5	0.0	-	869	22.9%
12/09/10	01/10/11	33	1,201	☒	1235.0	0.0	-	1,266	5.4%
01/11/11	02/08/11	29	1,382	☒	1349.0	0.0	-	1,376	-0.4%
02/09/11	03/08/11	28	1,033	☒	851.0	0.0	-	877	-15.1%
03/09/11	04/08/11	31	726	☒	584.0	0.0	-	612	-15.7%
04/09/11	05/09/11	31	387	☒	344.5	0.0	-	372	-3.9%
05/10/11	06/08/11	30	215	☒	141.0	0.0	-	167	-22.2%
Sum/Average/Max		**1095**	**6,152**		**17410.0**	**0.0**	**-**	**18,392**	**0% +/- 15.8%**

LEC-Gas (Account # 510303639 1452105 18): Tuning Period is 1095 days from 6/9/2008 until 6/8/2011.

Below is the equation used to calculate the Baseline values for the tuning period and all future periods:

Baseline (MCF) = 0.87 x #Days + 1 x HDD

The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-15.8%. The underlying regression has a R^2=0.967

Baseline Costs are calculated using Average Total Cost/Consumption.

Explanations and Assumptions:

☐ (empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those exluded from the regression.

HDD = Heating Degree-Days calculated for TOPEKAKS for a 67.0 F° balance point.

Multiplier is derived from Modification(s) in effect during the tuning period and is replicated annually for all future periods.

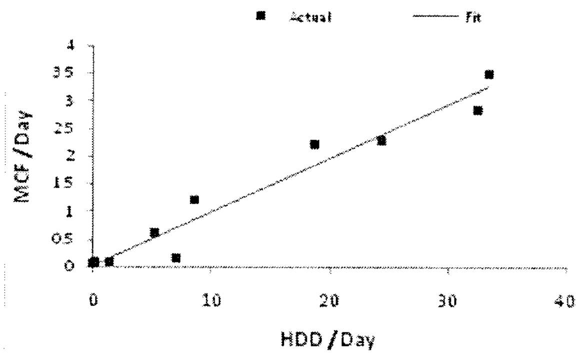
Traffic Operations

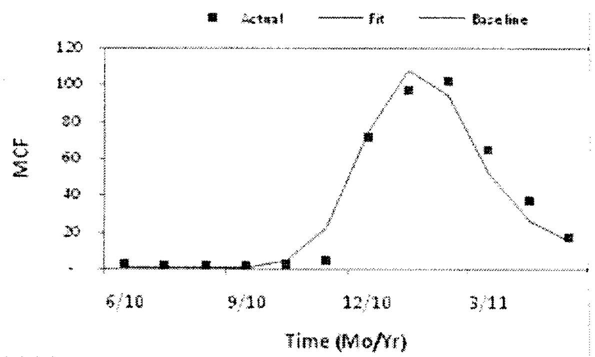
Schedule 2

Meter Tuning Contract

Project: City of Topeka
Area: Traffic Operations
Account: 510202667 1447452 91

Site: City Facilities
Meter: Traffic Operations-Gas
Unit: MCF(Qty OnPk)





From	To	# Days	Reading	Incl?	HDD	CDD	Offset	Baseline	Deviation
05/18/10	06/16/10	30	2	☒	3.0	0.0	-	1	-64.2%
06/17/10	07/16/10	30	2	☒	0.0	0.0	-	1	-62.1%
07/17/10	08/16/10	31	1	☒	0.0	0.0	-	1	-58.1%
08/17/10	09/15/10	30	2	☒	0.0	0.0	-	1	-62.1%
09/16/10	10/14/10	29	2	☒	38.0	0.0	-	4	112.3%
10/15/10	11/15/10	32	5	☒	223.5	0.0	-	22	396.7%
11/16/10	12/16/10	31	71	☒	756.5	0.0	-	74	4.1%
12/17/10	01/19/11	34	97	☒	1105.5	0.0	-	108	11.9%
01/20/11	02/17/11	29	102	☒	968.5	0.0	-	95	-6.8%
02/18/11	03/18/11	29	64	☒	543.0	0.0	-	53	-17.1%
03/19/11	04/18/11	31	37	☒	267.0	0.0	-	27	-27.8%
04/19/11	05/17/11	29	17	☒	150.5	0.0	-	15	-12.2%
Sum/Average/Max		**365**	**402**		**4055.5**	**0.0**	-	**402**	**0% +/- 24.6%**

Traffic Operations-Gas (Account # 510202667 1447452 91): Tuning Period is 365 days from 5/18/2010 until 5/17/2011.

Below is the equation used to calculate the Baseline values for the tuning period and all future periods:

Baseline (MCF) = 0.02 x #Days + 0.1 x HDD

The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-24.6%. The underlying regression has a R^2=0.958

Baseline Costs are calculated using Average Total Cost/Consumption.

Explanations and Assumptions:

☐ (empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those exluded from the regression.

HDD = Heating Degree-Days calculated for TOPEKAKS for a 59.0 F° balance point.

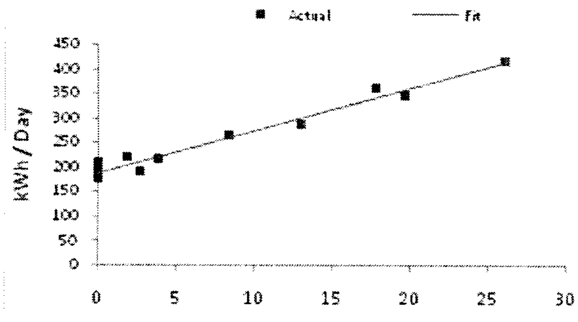
Multiplier is derived from Modification(s) in effect during the tuning period and is replicated annually for all future periods.

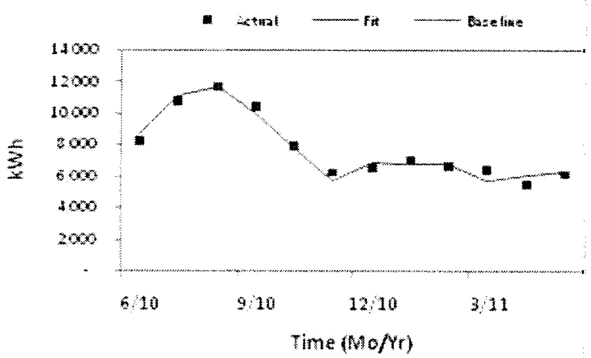
Schedule 2

Meter Tuning Contract

Project: City of Topeka
Area: Traffic Operations
Account: 0793252472

Site: City Facilities
Meter: Traffic Ops-Electric
Unit: kWh(Qty OnPk)





From	To	# Days	Reading	Incl?	HDD	CDD	Offset	Baseline	Deviation
05/13/10	06/11/10	30	8,240	☒	10.5	390.5	-	8,681	5.3%
06/12/10	07/13/10	32	10,760	☒	0.0	628.5	-	11,074	2.9%
07/14/10	08/11/10	29	11,720	☒	0.0	756.5	-	11,648	-0.6%
08/12/10	09/10/10	30	10,480	☒	0.0	534.5	-	9,910	-5.4%
09/11/10	10/11/10	31	7,920	☒	27.0	259.0	-	7,742	-2.2%
10/12/10	11/09/10	29	6,200	☒	124.0	53.0	-	5,723	-7.7%
11/10/10	12/13/10	34	6,480	☒	717.5	0.0	-	6,829	5.4%
12/14/10	01/14/11	32	6,920	☒	989.5	0.0	-	6,787	-1.9%
01/15/11	02/14/11	31	6,600	☒	1082.5	0.0	-	6,717	1.8%
02/15/11	03/15/11	29	6,320	☒	532.5	0.0	-	5,734	-9.3%
03/16/11	04/13/11	29	5,440	☒	234.5	79.0	-	6,074	11.7%
04/14/11	05/12/11	29	6,080	☒	124.5	113.0	-	6,241	2.7%
Sum/Average/Max		365	93,160		3842.5	2814.0	-	93,160	0% +/- 5.2%

Traffic Ops-Electric (Account # 0793252472): Tuning Period is 365 days from 5/13/2010 until 5/12/2011.

Below is the equation used to calculate the Baseline values for the tuning period and all future periods:

Baseline (kWh) = 176.71 x #Days + 1.14 x HDD + 8.62 x CDD

The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-5.2%. The underlying regression has a R^2=0.963

Baseline Costs are calculated using Average Total Cost/Consumption.

Explanations and Assumptions:

☐ (empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those exluded from the regression.

HDD = Heating Degree-Days calculated for TOPEKAKS for a 58.0 F° balance point.

CDD = Cooling Degree-Days calculated for TOPEKAKS for a 58.0 F° balance point.

Multiplier is derived from Modification(s) in effect during the tuning period and is replicated annually for all future periods.

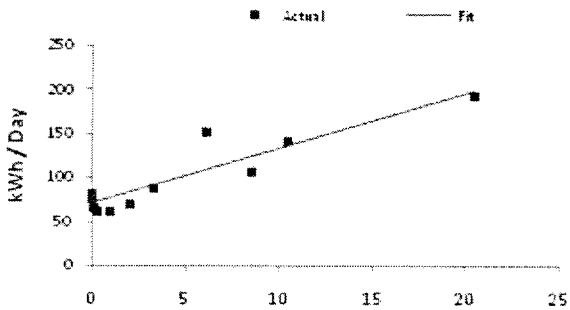
Schedule 2

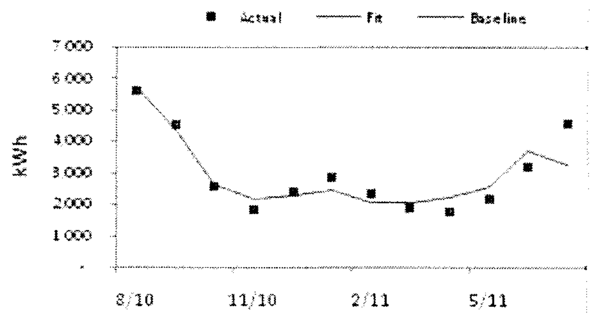
Fire Station #1

Meter Tuning Contract

Project: City of Topeka
Area: TFD #1
Account: 4141273470

Site: Topeka Fire Department
Meter: TFD #1 - Electric
Unit: kWh(Qty OnPk)





From	To	# Days	Reading	Incl?	HDD	CDD	Offset	Baseline	Deviation
07/16/10	08/13/10	29	5,595	☒	0.0	594.5	-	5,745	2.7%
08/14/10	09/14/10	32	4,502	☒	0.0	334.5	-	4,353	-3.3%
09/15/10	10/13/10	29	2,573	☒	0.0	96.0	-	2,665	3.6%
10/14/10	11/12/10	30	1,861	☒	0.0	8.0	-	2,193	17.8%
11/13/10	12/14/10	32	2,406	☒	0.0	0.0	-	2,286	-5.0%
12/15/10	01/18/11	35	2,858	☒	0.0	0.0	-	2,501	-12.5%
01/19/11	02/16/11	29	2,372	☒	0.0	0.0	-	2,072	-12.6%
02/17/11	03/17/11	29	1,922	☒	0.0	3.0	-	2,091	8.8%
03/18/11	04/15/11	29	1,786	☒	0.0	27.5	-	2,242	25.5%
04/16/11	05/16/11	31	2,160	☒	0.0	63.5	-	2,607	20.7%
05/17/11	06/15/11	30	3,188	☒	0.0	256.5	-	3,728	16.9%
06/16/11	07/15/11	30	4,546	☒	0.0	185.0	-	3,286	-27.7%
Sum/Average/Max		**365**	**35,769**		**0.0**	**1568.5**	-	**35,769**	**0% +/- 16.7%**

TFD #1 - Electric (Account # 4141273470): Tuning Period is 365 days from 7/16/2010 until 7/15/2011.

Below is the equation used to calculate the Baseline values for the tuning period and all future periods:

Baseline (kWh) = 71.45 x #Days + 6.18 x CDD

The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-16.7%. The underlying regression has a R^2=0.846

Baseline Costs are calculated using Average Total Cost/Consumption.

Explanations and Assumptions:

☐ (empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those exluded from the regression.

CDD = Cooling Degree-Days calculated for TOPEKAKS for a 64.0 F° balance point.

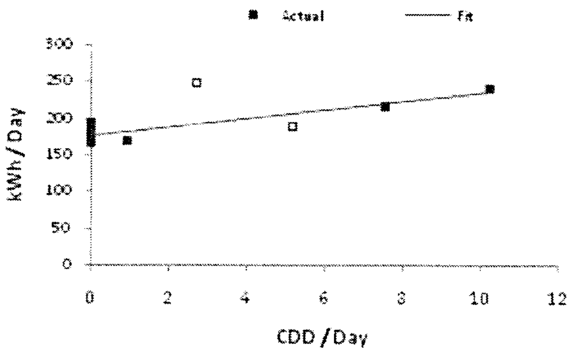
Multiplier is derived from Modification(s) in effect during the tuning period and is replicated annually for all future periods.

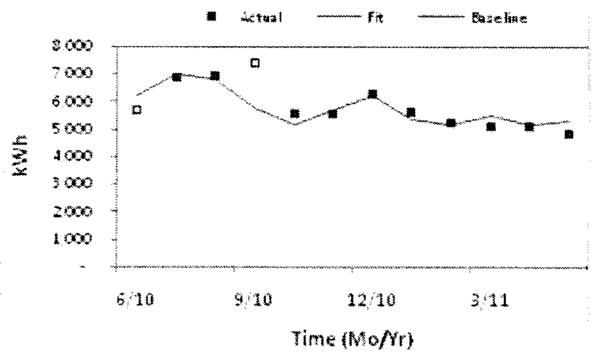
Schedule 2

Fire Station #2

Meter Tuning Contract

Project: City of Topeka | **Site: Topeka Fire Department**
Area: TFD #2 | **Meter: TFD #2-Electric**
Account: 1883517398 | **Unit: kWh(Qty OnPk)**





From	To	# Days	Reading	Incl?	HDD	CDD	Offset	Baseline	Deviation
05/26/10	06/24/10	30	5,668	☐	0.0	155.5	-	6,198	9.3%
06/25/10	07/26/10	32	6,877	☒	0.0	241.5	-	7,030	2.2%
07/27/10	08/24/10	29	6,950	☒	0.0	297.0	-	6,805	-2.1%
08/25/10	09/23/10	30	7,412	☐	0.0	81.5	-	5,787	-21.9%
09/24/10	10/22/10	29	5,585	☒	0.0	0.0	-	5,157	-7.7%
10/23/10	11/23/10	32	5,593	☒	0.0	0.0	-	5,690	1.7%
11/24/10	12/28/10	35	6,323	☒	0.0	0.0	-	6,224	-1.6%
12/29/10	01/27/11	30	5,634	☒	0.0	0.0	-	5,335	-5.3%
01/28/11	02/25/11	29	5,261	☒	0.0	0.0	-	5,157	-2.0%
02/26/11	03/28/11	31	5,141	☒	0.0	0.0	-	5,513	7.2%
03/29/11	04/26/11	29	5,144	☒	0.0	0.5	-	5,160	0.3%
04/27/11	05/25/11	29	4,866	☒	0.0	26.5	-	5,304	9.0%
Sum/Average/Max		**365**	**70,454**		**0.0**	**802.5**	**-**	**69,358**	**0% +/- 4.8%**

TFD #2-Electric (Account # 1883517398): Tuning Period is 365 days from 5/26/2010 until 5/25/2011.

Below is the equation used to calculate the Baseline values for the tuning period and all future periods:

Baseline (kWh) = 177.82 x #Days + 5.55 x CDD

The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-4.8%. The underlying regression has a R^2=0.837

Baseline Costs are calculated using Average Total Cost/Consumption.

Explanations and Assumptions:

☐ (empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those exluded from the regression.

CDD = Cooling Degree-Days calculated for TOPEKAKS for a 72.0 F° balance point.

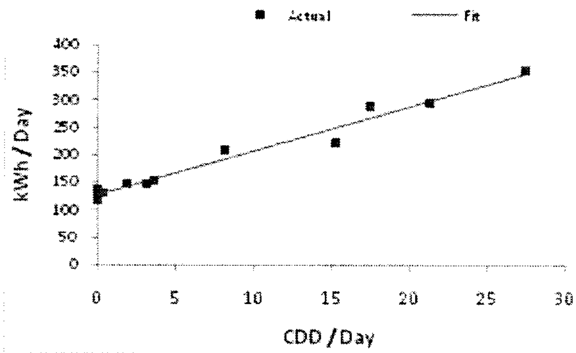
Multiplier is derived from Modification(s) in effect during the tuning period and is replicated annually for all future periods.

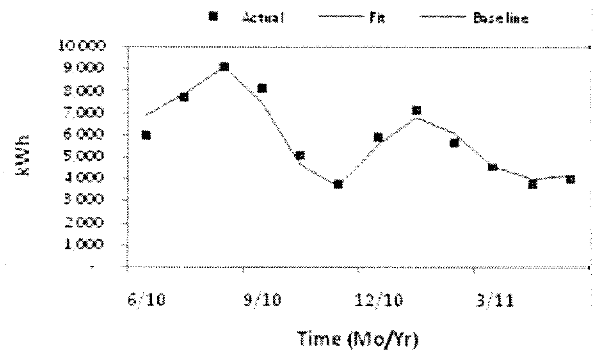
Schedule 2

Fire Station #4

Meter Tuning Contract

Project: City of Topeka | **Site: Topeka Fire Department**
Area: TFD #4 | **Meter: TFD #4-Electric**
Account: 1519476504 | **Unit: kWh(Qty OnPk)**





From	To	# Days	Reading	Incl?	HDD	CDD	Offset	Baseline	Deviation
05/15/10	06/15/10	32	5,981	☒	2.0	487.0	-	6,863	14.7%
06/16/10	07/15/10	30	7,733	☒	0.0	638.5	-	7,880	1.9%
07/16/10	08/13/10	29	9,124	☒	0.0	797.5	-	9,056	-0.7%
08/14/10	09/14/10	32	8,108	☒	0.0	558.5	-	7,427	-8.4%
09/15/10	10/13/10	29	5,062	☒	22.5	235.0	-	4,646	-8.2%
10/14/10	11/12/10	30	3,774	☒	135.5	56.0	-	3,711	-1.7%
11/13/10	12/15/10	33	5,940	☒	708.0	0.0	-	5,575	-6.1%
12/16/10	01/18/11	34	7,113	☒	1025.0	0.0	-	6,793	-4.5%
01/19/11	02/16/11	29	5,684	☒	952.0	0.0	-	6,070	6.8%
02/17/11	03/18/11	30	4,550	☒	487.0	10.5	-	4,596	1.0%
03/19/11	04/15/11	28	3,767	☒	217.0	88.5	-	4,074	8.2%
04/16/11	05/16/11	31	4,041	☒	114.0	113.5	-	4,187	3.6%
Sum/Average/Max		**367**	**70,877**		**3663.0**	**2985.0**	**-**	**70,877**	**0% +/- 7.1%**

TFD #4-Electric (Account # 1519476504): Tuning Period is 367 days from 5/15/2010 until 5/16/2011.

Below is the equation used to calculate the Baseline values for the tuning period and all future periods:

Baseline (kWh) = 92.78 x #Days + 3.55 x HDD + 7.98 x CDD

The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-7.1%. The underlying regression has a R^2=0.946

Baseline Costs are calculated using Average Total Cost/Consumption.

Explanations and Assumptions:

☐ (empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those exluded from the regression.

HDD = Heating Degree-Days calculated for TOPEKAKS for a 57.0 F° balance point.

CDD = Cooling Degree-Days calculated for TOPEKAKS for a 57.0 F° balance point.

Multiplier is derived from Modification(s) in effect during the tuning period and is replicated annually for all future periods.

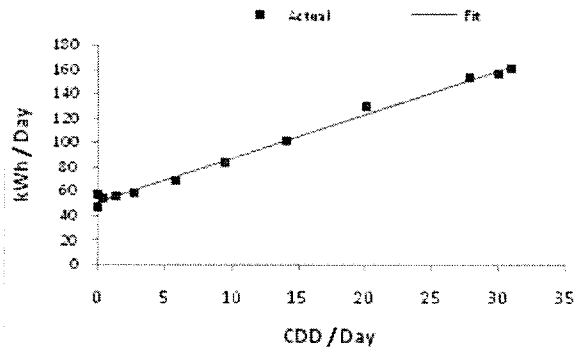
Schedule 2

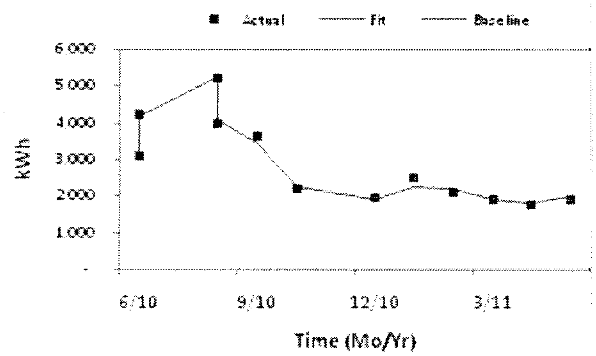
Fire Station #6

Meter Tuning Contract

Project: City of Topeka
Area: TFD #6
Account: 3481742208

Site: Topeka Fire Department
Meter: TFD #6-Electric
Unit: kWh(Qty OnPk)





From	To	# Days	Reading	Incl?	HDD	CDD	Offset	Baseline	Deviation
04/30/10	06/01/10	33	3,098	☒	0.5	466.0	-	3,105	0.2%
06/02/10	06/30/10	29	4,215	☒	0.0	807.5	-	4,150	-1.5%
07/01/10	08/03/10	34	5,217	☒	0.0	1053.0	-	5,245	0.5%
08/04/10	08/30/10	27	3,957	☒	0.0	809.5	-	4,070	2.9%
08/31/10	09/29/10	30	3,628	☒	0.0	602.5	-	3,461	-4.6%
09/30/10	10/28/10	29	2,220	☒	4.5	277.0	-	2,260	1.8%
10/29/10	12/01/10	34	1,959	☒	244.5	45.0	-	1,933	-1.3%
12/02/10	01/04/11	34	2,506	☒	675.5	0.0	-	2,284	-8.9%
01/05/11	02/02/11	29	2,082	☒	802.0	0.0	-	2,216	6.5%
02/03/11	03/03/11	29	1,920	☒	503.5	12.5	-	1,907	-0.7%
03/04/11	04/01/11	29	1,755	☒	242.0	78.5	-	1,832	4.4%
04/02/11	05/02/11	31	1,924	☒	17.0	181.0	-	2,019	4.9%
Sum/Average/Max		**368**	**34,481**		**2489.5**	**4332.5**	**-**	**34,481**	**0% +/- 3.8%**

TFD #6-Electric (Account # 3481742208): Tuning Period is 368 days from 4/30/2010 until 5/2/2011.

Below is the equation used to calculate the Baseline values for the tuning period and all future periods:

Baseline (kWh) = 43.6 x #Days + 1.19 x HDD + 3.57 x CDD

The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-3.8%. The underlying regression has a R^2=0.991

Baseline Costs are calculated using Average Total Cost/Consumption.

Explanations and Assumptions:

☐ (empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those exluded from the regression.

HDD = Heating Degree-Days calculated for TOPEKAKS for a 50.0 F° balance point.

CDD = Cooling Degree-Days calculated for TOPEKAKS for a 50.0 F° balance point.

Multiplier is derived from Modification(s) in effect during the tuning period and is replicated annually for all future periods.

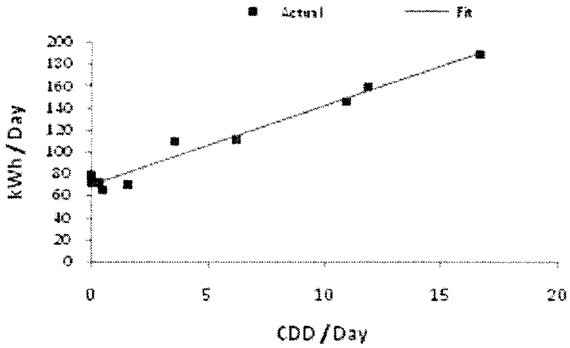
Schedule 2

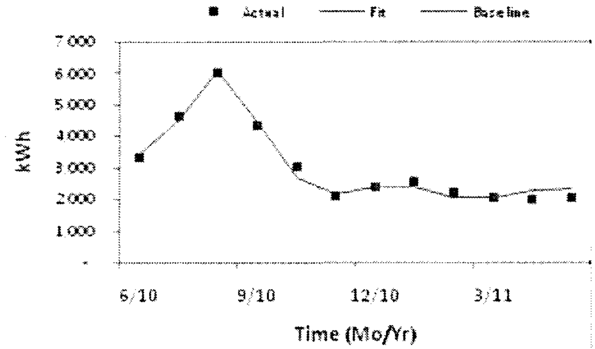
Fire Station #7

Meter Tuning Contract

Project: City of Topeka
Area: TFD #7
Account: 1079563957

Site: Topeka Fire Department
Meter: TFD #7-Electric
Unit: kWh(Qty OnPk)





From	To	# Days	Reading	Incl?	HDD	CDD	Offset	Baseline	Deviation
05/11/10	06/09/10	30	3,322	☒	0.0	186.5	-	3,449	3.8%
06/10/10	07/08/10	29	4,630	☒	0.0	343.5	-	4,501	-2.8%
07/09/10	08/09/10	32	6,044	☒	0.0	534.0	-	6,074	0.5%
08/10/10	09/08/10	30	4,374	☒	0.0	328.5	-	4,464	2.1%
09/09/10	10/06/10	28	3,054	☒	0.0	101.0	-	2,696	-11.7%
10/07/10	11/05/10	30	2,139	☒	0.0	9.0	-	2,180	1.9%
11/06/10	12/09/10	34	2,415	☒	0.0	0.0	-	2,397	-0.7%
12/10/10	01/12/11	34	2,568	☒	0.0	0.0	-	2,397	-6.6%
01/13/11	02/10/11	29	2,251	☒	0.0	0.0	-	2,045	-9.2%
02/11/11	03/11/11	29	2,069	☒	0.0	0.0	-	2,045	-1.2%
03/12/11	04/11/11	31	1,998	☒	0.0	15.0	-	2,293	14.8%
04/12/11	05/10/11	29	2,036	☒	0.0	44.0	-	2,359	15.9%
Sum/Average/Max		**365**	**36,900**		**0.0**	**1561.5**	**-**	**36,900**	**0% +/- 6.5%**

TFD #7-Electric (Account # 1079563957): Tuning Period is 365 days from 5/11/2010 until 5/10/2011.

Below is the equation used to calculate the Baseline values for the tuning period and all future periods:

Baseline (kWh) = 70.51 x #Days + 7.15 x CDD

The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-6.5%. The underlying regression has a R^2=0.974

Baseline Costs are calculated using Average Total Cost/Consumption.

Explanations and Assumptions:

☐ (empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those exluded from the regression.

CDD = Cooling Degree-Days calculated for TOPEKAKS for a 66.0 F° balance point.

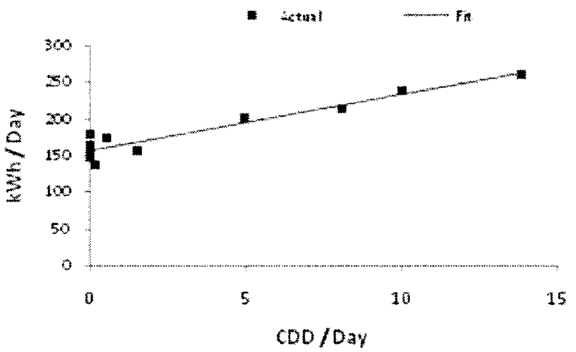
Multiplier is derived from Modification(s) in effect during the tuning period and is replicated annually for all future periods.

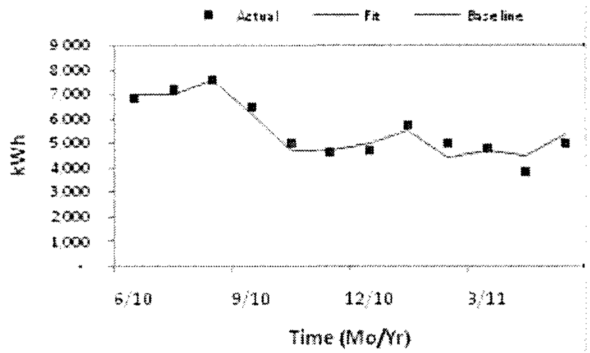
Schedule 2

Fire Station #8

Meter Tuning Contract

Project: City of Topeka | **Site: Topeka Fire Department**
Area: TFD #8 | **Meter: TFD #8-Electric**
Account: 2189423730 | **Unit: kWh(Qty OnPk)**





From	To	# Days	Reading	Incl?	HDD	CDD	Offset	Baseline	Deviation
05/22/10	06/22/10	32	6,840	☒	0.0	259.0	-	7,006	2.4%
06/23/10	07/22/10	30	7,160	☒	0.0	300.5	-	7,008	-2.1%
07/23/10	08/20/10	29	7,560	☒	0.0	401.5	-	7,620	0.8%
08/21/10	09/21/10	32	6,480	☒	0.0	157.5	-	6,232	-3.8%
09/22/10	10/20/10	29	5,040	☒	0.0	15.5	-	4,678	-7.2%
10/21/10	11/19/10	30	4,640	☒	0.0	0.0	-	4,717	1.7%
11/20/10	12/21/10	32	4,720	☒	0.0	0.0	-	5,032	6.6%
12/22/10	01/25/11	35	5,720	☒	0.0	0.0	-	5,504	-3.8%
01/26/11	02/22/11	28	5,000	☒	0.0	0.0	-	4,403	-11.9%
02/23/11	03/24/11	30	4,760	☒	0.0	0.0	-	4,717	-0.9%
03/25/11	04/21/11	28	3,840	☒	0.0	5.0	-	4,441	15.7%
04/22/11	05/23/11	32	5,000	☒	0.0	48.5	-	5,402	8.0%
Sum/Average/Max		**367**	**66,760**		**0.0**	**1187.5**	-	**66,760**	**0% +/- 6.1%**

TFD #8-Electric (Account # 2189423730): Tuning Period is 367 days from 5/22/2010 until 5/23/2011.

Below is the equation used to calculate the Baseline values for the tuning period and all future periods:

Baseline (kWh) = 157.25 x #Days + 7.62 x CDD

The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-6.1%. The underlying regression has a R^2=0.909

Baseline Costs are calculated using Average Total Cost/Consumption.

Explanations and Assumptions:

☐ (empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those exluded from the regression.

CDD = Cooling Degree-Days calculated for TOPEKAKS for a 69.0 F° balance point.

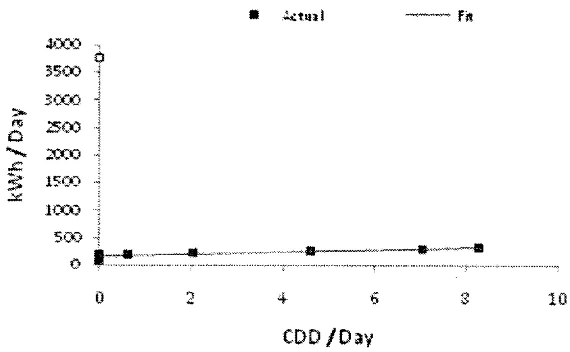
Multiplier is derived from Modification(s) in effect during the tuning period and is replicated annually for all future periods.

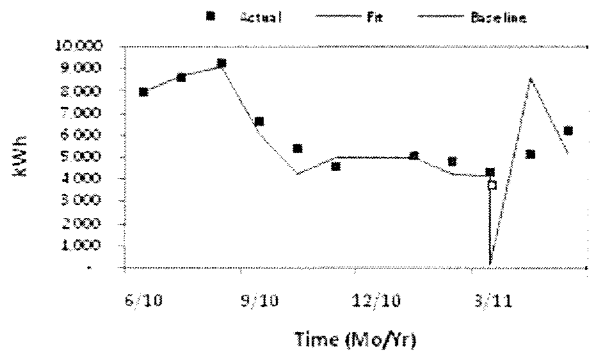
Schedule 2

Fire Station #9

Meter Tuning Contract

Project: City of Topeka	**Site: Topeka Fire Department**
Area: TFD #9	**Meter: TFD #9-Electric**
Account: 9561558646	**Unit: kWh(Qty OnPk)**





From	To	# Days	Reading	Incl?	HDD	CDD	Offset	Baseline	Deviation
05/28/10	06/29/10	33	7,948	☒	0.0	153.0	-	7,917	-0.4%
06/30/10	07/29/10	30	8,624	☒	0.0	212.0	-	8,653	0.3%
07/30/10	08/27/10	29	9,273	☒	0.0	240.5	-	9,075	-2.1%
08/28/10	09/28/10	32	6,609	☒	0.0	66.0	-	6,033	-8.7%
09/29/10	10/27/10	29	5,398	☒	0.0	0.0	-	4,273	-20.8%
10/28/10	11/30/10	34	4,602	☒	0.0	0.0	-	5,010	8.9%
12/01/10	01/03/11	34	5,042	☒	0.0	0.0	-	5,010	-0.6%
01/04/11	02/01/11	29	4,816	☒	0.0	0.0	-	4,273	-11.3%
02/02/11	03/01/11	28	4,330	☒	0.0	0.0	-	4,126	-4.7%
03/02/11	03/02/11	1	3,753	☐	0.0	0.0	-	147	-96.1%
03/03/11	04/29/11	58	5,137	☒	0.0	0.0	-	8,546	66.4%
04/30/11	05/31/11	32	6,262	☒	0.0	20.5	-	5,125	-18.2%
Sum/Average/Max		**369**	**71,794**		**0.0**	**692.0**	**-**	**68,188**	**0% +/- 19.8%**

TFD #9-Electric (Account # 9561558646): Tuning Period is 369 days from 5/28/2010 until 5/31/2011.

Below is the equation used to calculate the Baseline values for the tuning period and all future periods:

Baseline (kWh) = 147.35 x #Days + 19.96 x CDD

The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-19.8%. The underlying regression has a R^2=0.851

Baseline Costs are calculated using Average Total Cost/Consumption.

Explanations and Assumptions:

☐ (empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those exluded from the regression.

CDD = Cooling Degree-Days calculated for TOPEKAKS for a 73.0 F° balance point.

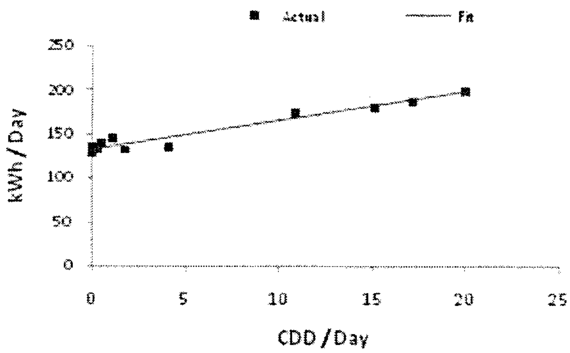
Multiplier is derived from Modification(s) in effect during the tuning period and is replicated annually for all future periods.

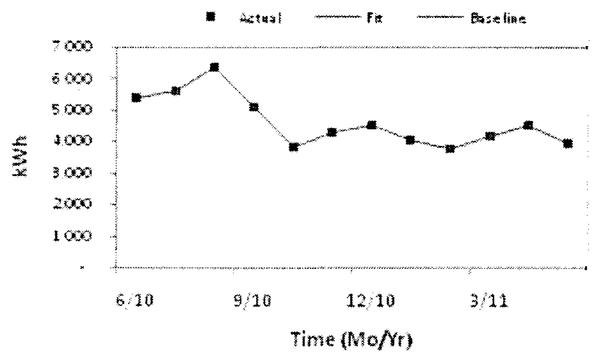
Schedule 2

Fire Station #10

Meter Tuning Contract

Project: City of Topeka — **Site: Topeka Fire Department**
Area: TFD #10 — **Meter: TFD #10-Electric**
Account: 0994842527 — **Unit: kWh(Qty OnPk)**





From	To	# Days	Reading	Incl?	HDD	CDD	Offset	Baseline	Deviation
05/25/10	06/23/10	30	5,410	☒	0.0	455.0	(52)	5,410	0.0%
06/24/10	07/23/10	30	5,604	☒	0.0	517.0	(61)	5,604	0.0%
07/24/10	08/24/10	32	6,376	☒	0.0	641.0	41	6,376	0.0%
08/25/10	09/22/10	29	5,082	☒	0.0	314.5	212	5,082	0.0%
09/23/10	10/21/10	29	3,818	☒	0.0	50.0	(187)	3,818	0.0%
10/22/10	11/22/10	32	4,263	☒	0.0	9.0	(6)	4,263	0.0%
11/23/10	12/27/10	35	4,497	☒	0.0	0.0	(140)	4,497	0.0%
12/28/10	01/26/11	30	4,021	☒	0.0	0.0	47	4,021	0.0%
01/27/11	02/23/11	28	3,754	☒	0.0	0.0	44	3,754	0.0%
02/24/11	03/25/11	30	4,140	☒	0.0	16.0	113	4,140	0.0%
03/26/11	04/25/11	31	4,518	☒	0.0	32.5	305	4,518	0.0%
04/26/11	05/24/11	29	3,915	☒	0.0	119.0	(316)	3,915	0.0%
Sum/Average/Max		**365**	**55,398**		**0.0**	**2154.0**	**0**	**55,398**	**0% +/- 3.7%**

TFD #10-Electric (Account # 0994842527): Tuning Period is 365 days from 5/25/2010 until 5/24/2011.

Below is the equation used to calculate the Baseline values for the tuning period and all future periods:

Baseline (kWh) = 132.48 x #Days + 3.27 x CDD + Offset

The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-3.7%. The underlying regression has a R^2=0.951

Baseline Costs are calculated using Average Total Cost/Consumption.

Explanations and Assumptions:

☐ (empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those exluded from the regression.

CDD = Cooling Degree-Days calculated for TOPEKAKS for a 62.0 F° balance point.

Multiplier and Offset are derived from Modification(s) in effect during the tuning period and are replicated annually for all future periods.

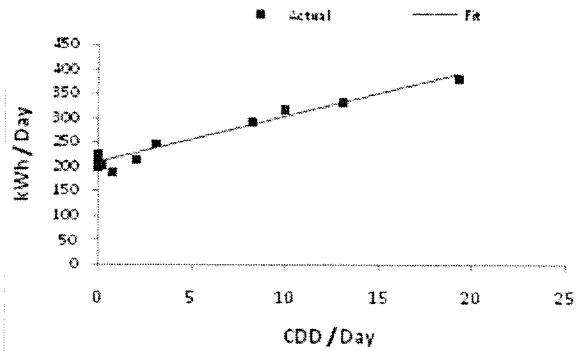
Schedule 2

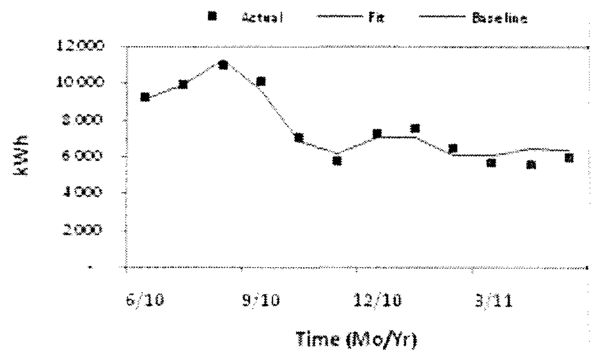
Fire Station #11

Meter Tuning Contract

Project: City of Topeka
Area: TFD #11
Account: 7093577888

Site: Topeka Fire Department
Meter: TFD #11-Electric
Unit: kWh(Qty OnPk)





From	To	# Days	Reading	Incl?	HDD	CDD	Offset	Baseline	Deviation
05/14/10	06/14/10	32	9,280	☒	0.0	265.0	-	9,152	-1.4%
06/15/10	07/14/10	30	9,920	☒	0.0	393.0	-	9,941	0.2%
07/15/10	08/12/10	29	11,040	☒	0.0	559.0	-	11,295	2.3%
08/13/10	09/13/10	32	10,120	☒	0.0	318.0	-	9,651	-4.6%
09/14/10	10/12/10	29	7,120	☒	0.0	89.5	-	6,876	-3.4%
10/13/10	11/10/10	29	5,840	☒	0.0	6.0	-	6,090	4.3%
11/11/10	12/14/10	34	7,280	☒	0.0	0.0	-	7,074	-2.8%
12/15/10	01/17/11	34	7,600	☒	0.0	0.0	-	7,074	-6.9%
01/18/11	02/15/11	29	6,520	☒	0.0	0.0	-	6,034	-7.5%
02/16/11	03/16/11	29	5,720	☒	0.0	0.0	-	6,034	5.5%
03/17/11	04/15/11	30	5,600	☒	0.0	22.5	-	6,453	15.2%
04/16/11	05/13/11	28	6,000	☒	0.0	57.5	-	6,367	6.1%
Sum/Average/Max		**365**	**92,040**		**0.0**	**1710.5**	**-**	**92,040**	**0% +/- 5.5%**

TFD #11-Electric (Account # 7093577888): Tuning Period is 365 days from 5/14/2010 until 5/13/2011.

Below is the equation used to calculate the Baseline values for the tuning period and all future periods:

Baseline (kWh) = 208.05 x #Days + 9.41 x CDD

The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-5.5%. The underlying regression has a R^2=0.951

Baseline Costs are calculated using Average Total Cost/Consumption.

Explanations and Assumptions:

☐ (empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those exluded from the regression.

CDD = Cooling Degree-Days calculated for TOPEKAKS for a 65.0 F° balance point.

Multiplier is derived from Modification(s) in effect during the tuning period and is replicated annually for all future periods.

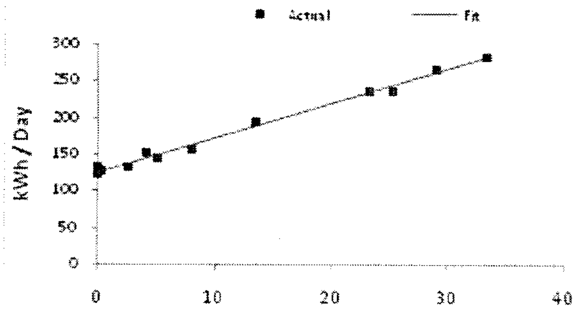
Schedule 2

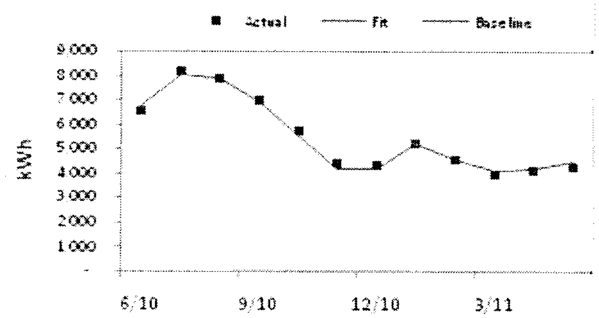
Fire Station #12

Meter Tuning Contract

Project: City of Topeka
Area: TFD #12
Account: 7052702107

Site: Topeka Fire Department
Meter: TFD #12-Electric
Unit: kWh(Qty OnPk)





From	To	# Days	Reading	Incl?	HDD	CDD	Offset	Baseline	Deviation
05/20/10	06/17/10	29	6,547	☒	0.0	733.0	-	6,782	3.6%
06/18/10	07/19/10	32	8,162	☒	0.0	928.5	-	8,039	-1.5%
07/20/10	08/17/10	29	7,894	☒	0.0	969.0	-	7,878	-0.2%
08/18/10	09/17/10	31	7,011	☒	0.0	721.5	-	6,961	-0.7%
09/18/10	10/18/10	31	5,746	☒	1.0	420.5	-	5,564	-3.2%
10/19/10	11/17/10	30	4,407	☒	87.0	125.0	-	4,195	-4.8%
11/18/10	12/17/10	30	4,340	☒	484.5	0.5	-	4,173	-3.9%
12/18/10	01/21/11	35	5,197	☒	842.0	0.0	-	5,253	1.1%
01/22/11	02/21/11	31	4,588	☒	673.5	11.0	-	4,603	0.3%
02/22/11	03/22/11	29	3,982	☒	284.0	78.0	-	4,136	3.9%
03/23/11	04/20/11	29	4,102	☒	112.0	147.5	-	4,218	2.8%
04/21/11	05/19/11	29	4,298	☒	6.5	234.5	-	4,474	4.1%
Sum/Average/Max		**365**	**66,274**		**2490.5**	**4369.0**	**-**	**66,274**	**0% +/- 2.7%**

TFD #12-Electric (Account # 7052702107): Tuning Period is 365 days from 5/20/2010 until 5/19/2011.

Below is the equation used to calculate the Baseline values for the tuning period and all future periods:

Baseline (kWh) = 116.4 x #Days + 1.4 x HDD + 4.65 x CDD

The Baseline Equation has a Net Mean Bias of 0% and a Monthly Mean Error of +/-2.7%. The underlying regression has a R^2=0.99

Baseline Costs are calculated using Average Total Cost/Consumption.

Explanations and Assumptions:

☐ (empty checkbox) under 'Incl?' indicates that the bill is excluded from the regression. However the Baseline Equation is always applied for all billing periods, even those exluded from the regression.

HDD = Heating Degree-Days calculated for TOPEKAKS for a 50.0 F° balance point.

CDD = Cooling Degree-Days calculated for TOPEKAKS for a 50.0 F° balance point.

Multiplier is derived from Modification(s) in effect during the tuning period and is replicated annually for all future periods.

Schedule 2

V. PRIMARY OPERATIONS SCHEDULE PRE & POST RETROFIT

ECM 1: Controls Upgrades

In order to realize the savings benefits from programmable thermostats and Metasys retrofits, each building must adhere to a sequence of operation according to their respective hours of operation. A sequence of operation is a description of how the control system modulates respective HVAC equipment and which parameters are used to do so. Table V-1 below lists each building and its respective hours of operations and existing controls system. Buildings which currently make use of manual thermostats continuously operate their respective HVAC equipment. Buildings which already have a BAS or programmable thermostat system already operate according to the cities mandated temperature set-points listed in Table V-2.

BUILDING Description	Manual Thermostats	Programmable Thermostats	BAS	Building Occupancy Schedule	*Pre Cooling Set-point (°F)	*Pre Heating Set-point (°F)
TFD # 1	x			24/7 365	64	69
TFD # 2	x			24/7 365	64	69
TFD Fire Fleet Garage	x			06:00 - 18:00 M-F	72	69
TFD # 3	x			24/7 365	64	69
TFD Administration Building		x		06:00 - 18:00 M-F	72	69
TFD # 4	x			24/7 365	64	69
TFD # 5	x			24/7 365	64	69
TFD # 6	x			24/7 365	64	69
TFD # 7	x			24/7 365	64	69
TFD # 8	x			24/7 365	64	69
TFD # 9	x			24/7 365	64	69
TFD # 10	x			24/7 365	64	69
TFD # 11	x			24/7 365	64	69
TFD # 12	x			24/7 365	64	69
Light Duty Garage	x			24/7 365	-	69
Law Enforcement Center	x		x	24/7 365	70	69
City Hall (Municipal Building/TPAC)	x		x	06:00 - 18:00 M-F	75	69
Holliday Office Building	x		x	05:30 - 19:30 M-F	72	69
Impound Lot	x			05:30 - 19:30 M-F	72	69
Engineering	x				75	69
Street/Parks "Compound"	x			05:30 - 19:30 M-F	75	69
Helicopter Hanger (Billard Airport)	x			05:30 - 19:30 M-F	-	-
Traffic Operations	x			05:30 - 19:30 M-F	72	69
Admin/Customer Service/Tech & Warehouse	x			07:00-18:00 M-F	72	69
East High Services	x			07:00-18:00 M-F	72	69
Layne Station	x			07:00-18:00 M-F	72	69
Dewatering Bldg	x			07:00-18:00 M-F	72	69

Schedule 2

BUILDING Description	Manual Thermostats	Programmable Thermostats	BAS	Building Occupancy Schedule	*Pre Cooling Set-point (°F)	*Pre Heating Set-point (°F)
East Filter Bldg	x			07:00-18:00 M-F	72	69
South Filter Bldg	x			07:00-18:00 M-F	72	69
East Shop	x			07:00-18:00 M-F	72	69
10th & Wanamaker Pump Station	x			07:00-18:00 M-F	-	69
19th & Western Pump Station	x			07:00-18:00 M-F	-	69
NTWWP North Plant Admin and Maintenance Bldg	x			07:00-18:00 M-F	72	69
NTWWP Solids Building	x			07:00-18:00 M-F	75	69
NTWWP Headworks Building	x			07:00-18:00 M-F	75	69
NTWWP Boiler Room	x			07:00-18:00 M-F	75	69
NTWWP Blower Building	x			07:00-18:00 M-F	75	69
NTWWP Clarifier Building	x			07:00-18:00 M-F	75	69
NTWWP Chlorine Chemical Building	x			07:00-18:00 M-F	75	69
Bldg A, include new and basement of "A"	x			7:30 to 17:30 M-F	75	69
Shop "B"	x			7:30 to 17:30 M-F	75	69
Sludge Dewater "C" (And all additions to Bldg "C")	x			7:30 to 16:00 M-F	75	69
Welding Shop	x			7:30 to 16:00 M-F	-	69
Collection Gargage "T"	x			7:30 to 17:30 M-F	-	69
Collection Office "U"	x			7:30 to 16:00 M-F	75	69
New Shed	x			7:30 to 16:00 M-F	75	69
Grit Outfall Bldg "O"	x			7:30 to 17:30 M-F	75	69
Trailer	x			7:30 to 16:00 M-F	75	69
Ash Street Pump Station 1 & 2	x			7:30 to 16:00 M-F	-	69
Wanamaker Pump Station	x			7:30 to 16:00 M-F	-	69
Central Park Pump Station	x			7:30 to 16:00 M-F	-	69
Shunga Glen Pump Station	x			7:30 to 16:00 M-F	-	69
OWTP Building G/H/I	x			7:30 to 17:30 M-F	75	69
OWTP Building S	x			7:30 to 17:30 M-F	75	69
OWTP Building X	x			7:30 to 17:30 M-F	75	69
OWTP Building Clarifier	x			7:30 to 17:30 M-F	75	69
OWTP Head waters Building	x			7:30 to 17:30 M-F	75	69
OWTP Effluent Building	x			7:30 to 17:30 M-F	75	69
OWTP UV Building	x			7:30 to 17:30 M-F	75	69
Jackson Street Garage	x			24/7 365	-	-

Schedule 2

BUILDING Description	Manual Thermostats	Programmable Thermostats	BAS	Building Occupancy Schedule	*Pre Cooling Set-point (°F)	*Pre Heating Set-point (°F)
9th Street garage	x			24/7 365	-	-
Centre City Garage	x			24/7 365	-	-
Coronado Garage	x			24/7 365	-	-
Crosby Place Garage	x			24/7 365	-	-
Park-N-Shop Garage	x			24/7 365	-	-
Townsite Plaza Garage	x			24/7 365	-	-
Topeka Zoo Animals & Man	x			24/7 365	75	69
Topeka Zoo Rain Forest	x			24/7 365	75	69
Topeka Zoo Discovering Apes	x			24/7 365	75	69

*Fire Station Garage set point for heating in the pre condition is 65°F; post condition is 60°F

*Due to the unpredictability of the human variable (manual thermostat) some set points where adjusted in order to match utility usage for a given building

*All other garages are set to 60°F in both pre and post conditions

Table V-1

Buildings receiving programmable thermostats and Metasys capabilities at a minimum will set-back according to the occupancy schedules listed in Table V-1. HVAC equipment will be controlled in order to maintain unoccupied and occupied set points according to Table V-2. Buildings receiving Metasys capabilities will have additional unique building specific and equipment specific sequences of operations which can be found in Scope of Work section under ECM 1: Controls Upgrades in *The Controls Building by Building Overview* section.

Table V-2

*Occupied	Unoccupied	Season
75	82	Cooling
69	60	Heating

*Fire Station Garage set point for heating in the pre condition is 65°F; post condition is 60°F

ECM 2: Lighting Retrofits

Johnson Controls performed a lighting logger survey at the City of Topeka. The lighting survey encompassed approximately 15% of the total building area excluding the parking garage. Table V-3A and Table V-3B shows the results of the lighting survey based on space type and whether or not a building is used as an office or for public safety.

Facility Type	**Office**			
Room Type	**Count of Room Type**	**Average of Annual Hours On**	**Average of Annual Hours Occupied**	**Total Population Size**
Auditorium	1	1207	1108	1
Classroom	3	687	593	4

Schedule 2

Common Area	7	1197	962	12
Conference/Meeting	7	596	514	9
Gym	5	2261	1561	5
Hallway	10	4166	2278	18
High Bay /Garage	1	1482	1110	1
Kitchen	3	893	655	4
Lab	3	1123	480	3
Lobby/Entry	1	3116	3116	1
Locker Room	1	44	33	2
Open Office	10	2012	1607	18
Private Office	9	1974	1792	95
Restroom	9	2338	1504	21
Restroom AS	3	1277	1268	5
Stairwell/Continuous Use	2	438	149	2
Storage	8	1685	822	27
Utility	5	2712	387	18

Table V-3A

Schedule 2

Facility Type	Public Safety			
Room Type	**Count of Room Type**	**Average of Annual Hours On**	**Average of Annual Hours Occupied**	**Total Population Size**
Classroom	4	1696	1409	5
Common Area	7	5348	3631	7
Conference/Meeting	8	1032	740	27
Gym	1	5646	4058	2
Hallway	7	8793	4013	12
High Bay /Garage	2	5752	1837	1
Lab	2	5607	325	3
Lobby/Entry	7	5399	3063	11
Locker Room	3	7014	4507	3
Open Office	10	5314	3849	22
Private Office	11	2467	1475	48
Restroom	11	7191	2766	20
Restroom AS	1	3780	3780	1
Stairwell/Continuous Use	5	8566	1595	5
Storage	8	2290	265	51
Treatment/Diagnostic	4	6877	2386	5
Utility	9	1733	296	26
Work Room	8	1711	409	11
Common Area AS	1	4276	2587	1

Table V-3B

The detailed break out by space for each facility can be found in Appendix B.

Schedule 2

VI. MEASUREMENT & VERIFICATION SERVICES

JCI will provide the M&V Services set forth below in connection with the Assured Performance Guarantee.

1. During the Installation Period, a JCI Performance Assurance Specialist will track Measured Project Benefits. JCI will report the Measured Project Benefits achieved during the Installation Period, as well as any Non-Measured Project Benefits applicable to the Installation Period, to Customer within 60 days of the commencement of the Guarantee Term.

2. Within 60 days of each anniversary of the commencement of the Guarantee Term, JCI will provide Customer with an annual report containing:

   A. an executive overview of the project's performance and Project Benefits achieved to date;

   B. a summary analysis of the Measured Project Benefits accounting; and

   C. depending on the M&V Option, a detailed analysis of the Measured Project Benefits calculations.

3. During the Guarantee Term, a JCI Performance Assurance Specialist will monitor the on-going performance of the Improvement Measures, as specified in this Agreement, to determine whether anticipated Measured Project Benefits are being achieved. In this regard, the Performance Assurance Specialist will periodically assist Customer, on-site or remotely, with respect to the following activities:

   A. review of information furnished by Customer from the facility management system to confirm that control strategies are in place and functioning;

   B. advise Customer's designated personnel of any performance deficiencies based on such information;

   C. coordinate with Customer's designated personnel to address any performance deficiencies that affect the realization of Measured Project Benefits; and

   D. inform Customer of opportunities to further enhance project performance and of opportunities for the implementation of additional Improvement Measures.

4. For specified Improvement Measures utilizing an "Option A" M&V protocol, JCI will:

   A. conduct pre and post installation measurements required under this Agreement;

   B. confirm the building management system employs the control strategies and set points specified in this Agreement; and

   C. analyze actual as-built information and adjust the Baseline and/or Measured Project Benefits to conform to actual installation conditions (e.g., final lighting and water benefits calculations will be determined from the as-built information to reflect the actual mix of retrofits encountered during installation).

5. For specified Improvement Measures utilizing an "Option B" M&V protocol, JCI will:

   A. confirm that the appropriate metering and data points required to track the variables associated with the applicable Improvement Measures' benefits calculation formulas are established; and

   B. set up appropriate data capture systems (e.g., trend and totalization data on the facility management system) necessary to track and report Measured Project Benefits for the applicable Improvement Measure.

Schedule 3

CUSTOMER RESPONSIBILITIES

In order for JCI to perform its obligations under this Agreement with respect to the Work, the Assured Performance Guarantee, and the M&V Services, Customer shall be responsible for:

1. Providing JCI, its subcontractors, and its agents reasonable and safe access to all facilities and properties that are subject to the Work and/or M&V Services;

2. Providing for shut down and scheduling of affected locations during installation, including timely shutdowns of chilled water and hot water systems as needed to accomplish the Work and/or M&V Services;

3. Providing timely reviews and approvals of design submissions, proposed change orders, and other project documents;

4. Providing the following information with respect to the project and project site as soon as practicable following JCI's request:

   a. surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
   b. geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the project site;
   c. temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the project and enable JCI to perform the Work;
   d. a legal description of the project site;
   e. as-built and record drawings of any existing structures at the project site; and
   f. environmental studies, reports and impact statement describing the environmental conditions, including hazardous conditions or materials, in existence at the project site.

5. Securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable JCI to perform the Work;

6. Providing assistance to JCI in obtaining any permits, approvals, and licenses that are JCI's responsibility to obtain as set forth in Schedule 1;

7. Obtaining any permits, approvals, and licenses that are necessary for the performance of the Work and are not JCI's responsibility to obtain as set forth in Schedule 1;

8. Properly maintaining, and performing appropriate preventative maintenance on, all equipment and building systems affecting the Assured Performance Guarantee in accordance with manufacturers' standards and specifications;

9. Providing the utility bills, reports, and similar information reasonably necessary for administering JCI's obligations under the Assured Performance Guarantee within five (5) days of Customer receipt and/or generation or JCI's request therefore;

10. Providing all records relating to energy and/or water usage and related maintenance of the premises and relevant equipment requested by JCI;

11. Providing and installing utility sub-meters on all new construction and/or additions built during the Guarantee Term as recommended by JCI or, alternatively, paying JCI's applicable fees for calculating necessary adjustments to the Assured Performance Guarantee as a result of the new construction;

Schedule 3

12. Providing and maintaining a dedicated telephone line and/or TCP/IP remote connection to facilitate remote monitoring of relevant equipment;

13. Promptly notifying JCI of any change in use or condition described in Section III of Schedule 2 or any other matter that may impact the Assured Performance Guarantee;

14. Taking all actions reasonably necessary to achieve the Non-Measured Project Benefits;

In addition to the foregoing, Customer is responsible for the items set forth below in connection with utility meter projects:

1. Isolating the utility system to allow for meter/valve change out, including identification of all shut-off valves;

2. Scheduling shutdowns, downtimes, and relocation of new commercial vaults;

3. Traffic safety during installation;

4. Ongoing care and maintenance of the utility system, including all meters, AMR equipment and systems, meter boxes, and meter vaults at or above manufacturers' specifications and recommendations;

Schedule 4

PRICE AND PAYMENT TERMS

The cost percentages in the table below shall be applied to Construction Costs and shall be used as the rate for projects to be performed under this Energy Performance Contract with Customer.

Standard FCIP Construction Markups	Less than $300,000	$300,000 - $600,000	$600,000 - $1.5M	$1.5M to $3M	More than $3M
Design	8%	7.5%	6.5%	6.5%	6%
Construction Management	8%	6.5%	5.5%	5%	5%
Construction Period Interest	3%	3%	3%	2.5%	2.5%
Commissioning	5%	5%	4%	4%	3%
Measurement & Verification	4%	4%	4%	4%	3%
Overhead & Profit	18%	17%	17%	17%	17%

Customer shall make payments to JCI pursuant to this Schedule 4.

1. *Work*. The price to be paid by Customer for the Work shall be $2,866,746. Payments (including payment for materials delivered to JCI and work performed on and off-site) shall be made to JCI as follows:

	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Total
Invoice	$28,667	$143,337	$258,007	$286,675	$315,342	$315,342	$286,675	$315,342	$286,675	$315,342	$200,672	$114,670	$2,866,746
Billed %	1%	6%	15%	25%	36%	47%	57%	68%	78%	89%	96%	100%	

2. *M&V Services*. The total price for JCI's M&V Services, as detailed on Schedule 2 and/or Schedule 2A of this Agreement, is $66,764. These payments will be due and payable when Customer receives JCI's invoice and in advance of the services JCI is to provide, and shall be made throughout the Guarantee Term. The table below lists the amount due every year. The customer may chose on a yearly basis to not renew the contract.

Year 1	Year 2	Year 3
$21,600	$22,248	$22,916

Amount due: $66,764

Due Date: 1/1/2013 * Projected Construction Completion

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 7, 2011

Back Print

DATE:	**November 29, 2011**		
CONTACT PERSON:	**Bradley S. Reiff**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:		**PROJECT #:**	
CATEGORY/SUBCATEGORY	**020 Resolutions / 004 Public Improvements**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by Interim City Manager Daniel R. Stanley, approving the 2012 Neighborhood Empowerment Grants as recommended by the Neighborhood Empowerment Grant Committee.

(The Empowerment Grant Review Committee has completed its annual reviews of proposals for funding for the 2012 Community Development Block Grant Empowerment Program and recommends a total of $164,082.66 be awarded in grants.)

POLICY ISSUE:

Should the funding recommendation be adopted by the City Council.

STAFF RECOMMENDATION:

Adopt and approve the Resolution.

BACKGROUND:

Neighborhood Empowerment Grant funds are used to support a variety of neighborhood designed and based public facility projects. This would include park and neighborhood infrastructure improvements. NIA's, who are not 2012 SORT areas, develop proposals in coordination with Public Works and Park & Recreation. The proposals are reviewed and funding recommendation are developed by a seven member review committee, appointed by the Mayor.

BUDGETARY IMPACT:

Allocation of $164,082.66 to ten projects.

SOURCE OF FUNDING:

Item #19

Allocation of 2012 Community Development Block Grant (CDBG) funding. These funds were reserved for the Empowerment Grant Program as part of the 2012 Budget process.

ATTACHMENTS:

Resolution

Committee Report

2012 Recommendations

RESOLUTION NO.___________

A RESOLUTION introduced by Interim City Manager Daniel R. Stanley approving the 2012 Neighborhood Empowerment Grants as recommended by the Neighborhood Empowerment Grant Committee.

WHEREAS, the City of Topeka, Kansas, in its efforts to enhance and improve the quality of life in area neighborhoods, allocated $170,000 of 2012 Community Development Block Grant (CDBG) funds for the Neighborhood Empowerment Grant Program; and

WHEREAS, the Neighborhood Empowerment Grant Committee, comprised of three City staff members and four neighborhood organization representatives appointed by the Mayor, evaluated the applications received for Empowerment Grant funding; and

WHEREAS, the Neighborhood Empowerment Grant Committee developed the following funding recommendations:

Central Park - Park Improvements	14,500.00
Chesney Park - Park Improvements	8,511.00
Dornwood Park - Park Improvements	15,871.66
Historic North Topeka East - Sidewalk Improvements	32,000.00
Sante Fe Park - Park Improvements	14,400.00
King's Court Improvements	9,200.00
Aaron Douglas Park - Park Improvements	18,800.00
Lane Garden Park - Park Improvements	600.00
Giles Park - Park Improvements	10,200.00
Ward Meade - Crosswalk Enhancements	40,000.00

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Topeka, Kansas, that it supports and approves the recommended funding allocations from the Neighborhood Empowerment Committee.

ADOPTED and APPROVED by City Council ___________________________.

CITY OF TOPEKA, KANSAS

____
William W. Bunten, Mayor

ATTEST:

____
Brenda Younger, City Clerk

2012 CONSOLIDATED ACTION PLAN

NEIGHBORHOOD EMPOWERMENT PROGRAM

COMMITTEE FUNDING RECOMMENDATIONS

Prepared by: Housing & Neighborhood Development
November 2011

EMPOWERMENT GRANT
APPLICATIONS FOR 2012
FUNDING RECOMMENDATIONS

	Neighborhood	Project	Score	2012 Request	2012 Recommendation
1	Central Park	Central Park improvements: Installation of concrete sidewalk that will connect between the east sidewalk in Central Park to the Central Park Street. Installation of lights along south side of the community center, three picnic tables and four benches to be used in various placed within the park	70.0%	$14,500.00	$14,500.00
2	Chesney Park	Children’s play equipment for Chesney Park	63.28%	$8,511.00	$8,511.00
3	Highland Acres	Parking lot improvement:: Pave the parking lot at Dornwood Park past the gate between the boys and girls diamonds	55.71%	$15,871.66	$15,871.66
4	Historic North Topeka East	Construct new sidewalk on the west side of NW Jackson Street (1000 & 1100 blocks) between NW Gordon Street and NW Morse Street	72.28%	$32,000.00	$32,000.00
5	Oakland	Santa Fe Park improvements: Sidewalk from tennis court/basketball area to restroom facility to include demo cost; Install two new trail walk benches; 4 picnic tables	58.0%	$54,000.00	$14,400.00
6	Tennessee Town	King's Court addition of mini basketball court west of the big court for the small kids along with 2 basketball goals and 2 benches	56.57%	$9,200.00	$9,200.00

	Neighborhood	Project	Score	2012 Request	2012 Recommendation
7	Tennessee Town	Aaron Douglas Park: Remove brick and construct concrete sidewalk on the west side of SW Lane Street to the south of SW 12th Street & construct new sidewalk on south side of SW 12th Street between SW Lane St & SW Washburn Ave.	57.71%	$26,300.00	$18,800.00
8	Tennessee Town	Lane Garden: Install bench	55.57%	$600.00	$600.00
9	Ward Meade	Fence at Giles Park: Install new black chain link fence on three sides of Giles park	55.28%	$10,200.00	$10,200.00
10	Ward Meade	Provide enhancements for 5 cross walks at the intersections of 4th, 5th, 6th, Willow & Washburn. These intersections are the gateways to Ward Meade, Kenwood & Potwin neighborhoods.	60.0%	$40,000.00	$40,000.00
	TOTAL			**$211,182.66**	**$164,082.66**

Summary	
Total Applications	17
Total Applications Funded	10
Total Eligible Requests	17
Funds Requested	$509,130.99
Recommended Funding	$170,000.00
Total Funds Available	$170,000.00
*Contingency	$5,917.34

2012
Neighborhood Empowerment Grant Process

Review Team members were identified by Roseanna Haugen, Randy Speaker and Brad Reiff and were approved by Mayor Bill Bunten.

A Review Team was configured to include persons with knowledge of infrastructure needs for neighborhoods and based public facility projects. Further consideration was given to assure racial and ethnic diversity, and the utilization of persons who did not constitute any conflict of interest. The committee members had all of the proposals with applications to review before the meeting. The committee members followed the application form titled "Review Committee Criteria" (attached). Each member scored each proposal.

Neighborhood Organization Representatives:

Fred Martinez	Rolling Meadows NA
Kathryn Hosfelt	Historic Old Town NIA
Alice Andrick	Valley Park NIA
Pam Coller	East Topeka South NIA

City Staff

Cylus Scarbrough	Planning
Shawn Maisberger	City Manager's Office
Scott Alisoglu	TSG

Timetable

The selection process is the same as it has been in years past. The only changes for this round are a condensed and simplified application form and the timeframe for process. The following is the timeline for the process.

09/06/2011	Applications available at HND and were mailed to all NIA officers
09/30/2011	Applications due, 5pm at HND
10/03/2011	Review committee comprised of three City of Topeka employees and four neighborhood representatives who have not submitted an Empowerment application
10/21/2011	Review committee meets to select and finalize funding recommendations.
11/15/2011	The recommendations are given to the City Council for their approval on funding.

The City Council does have final authority on funding decisions. The selection process does allow the Council to add up to 10 points to an application, and change the Committee recommendation by no more than 10%.

Organization Name______________________________ Scored by ______________________

PART 6: REVIEW COMMITTEE CRITERIA

	Subtotal Points	Total Points
Issues and Outcomes		**30**
Project impact:		
Project involves a matter of urgent need.	**10**	
Project involves multiple impacts.	**10**	
Project involves the completion of an ongoing effort.	**10**	
Neighborhood Ratings (Location of project)		**36**
Intensive Care Neighborhood project (Note: Only one health rating qualifies.)	**20**	
At-Risk Neighborhood project	**10**	
Out-Patient Neighborhood project	**5**	
Healthy Neighborhood project		
Neighborhood is not or has not been designated as a Target Area for the SORT Concept	**10**	
Consistent with Neighborhood Plan or other existing plan recognized by HND	**6**	
Capacity		**10**
Operational Capacity:		
Organization has a mechanism for resident input. The project has been conceptualized and presented to the entire area to be impacted (i.e. minutes of an affirmative vote along with the attendance sheet, other meetings, surveys, etc.)	**5**	
Funding history of the organization:		
No funding from this source in the last three years.	**5**	
Collaboration and Partnership		**9**
Collaboration with government organizations.	**3**	
Collaboration with private organization/Residents	**3**	
Collaboration with non-profit organizations	**3**	
Grand Total (Maximum Possible Points)		**85**

Committee may request a presentation from the applicant.

TOTAL SCORE _________

2012 Empowerment Score Sheet

EMPOWERMENT GRANT
APPLICATIONS FOR 2012
FUNDING RECOMMENDATIONS

	Neighborhood	Project	Score	2012 Request	2012 Recommendation
1	Central Park	Central Park improvements: Installation of concrete sidewalk that will connect between the east sidewalk in Central Park to the Central Park Street. Installation of lights along south side of the community center, three picnic tables and four benches to be used in various placed within the park	70.0%	$14,500.00	$14,500.00
2	Chesney Park	Children's play equipment for Chesney Park	63.28%	$8,511.00	$8,511.00
3	Highland Acres	Parking lot improvement:: Pave the parking lot at Dornwood Park past the gate between the boys and girls diamonds	55.71%	$15,871.66	$15,871.66
4	Historic North Topeka East	Construct new sidewalk on the west side of NW Jackson Street (1000 & 1100 blocks) between NW Gordon Street and NW Morse Street	72.28%	$32,000.00	$32,000.00
5	Oakland	Santa Fe Park improvements: Sidewalk from tennis court/basketball area to restroom facility to include demo cost; Install two new trail walk benches; 4 picnic tables	58.0%	$54,000.00	$14,400.00
6	Tennessee Town	King's Court addition of mini basketball court west of the big court for the small kids along with 2 basketball goals and 2 benches	56.57%	$9,200.00	$9,200.00

	Neighborhood	Project	Score	2012 Request	2012 Recommendation
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9	Ward Meade	Fence at Giles Park: Install new black chain link fence on three sides of Giles park	55.28%	$10,200.00	$10,200.00
10	Ward Meade	Provide enhancements for 5 cross walks at the intersections of 4th, 5th, 6th, Willow & Washburn. These intersections are the gateways to Ward Meade, Kenwood & Potwin neighborhoods.	60.0%	$40,000.00	$40,000.00
	TOTAL			**$211,182.66**	**$164,082.66**

Summary	
Total Applications	17
Total Applications Funded	10
Total Eligible Requests	17
Funds Requested	$509,130.99
Recommended Funding	$170,000.00
Total Funds Available	$170,000.00
*Contingency	$5,917.34

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

September 26, 2011

Back Print

DATE:	**November 29, 2011**		
CONTACT PERSON:	**Deputy Mayor John Alcala**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**2012 Council meeting schedule**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**020 Resolutions / 005 Miscellaneous**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by Deputy Mayor John Alcala canceling the Council meetings for July 3, 2012, September 4, 2012, November 6, 2012, and December 25, 2012 and establishing a Council meeting for July 31, 2012.

(Approval would provide notice that Council meetings will not be held in observance of certain established City holidays and General Election Day. It also establishes a meeting date for the 5th Tuesday in July.)

POLICY ISSUE:

Whether or not to cancel/hold the aforementioned Council meetings

STAFF RECOMMENDATION:

BACKGROUND:

Traditionally City Council meetings are canceled in observance of established City holidays and General Election Day. This Resolution provides notice of those cancellation dates as well as establishes a meeting date for the 5th Tuesday in July of 2012.

BUDGETARY IMPACT:

None

SOURCE OF FUNDING:

ATTACHMENTS:

Resolution

Item #20

RESOLUTION NO. ________

A RESOLUTION introduced by Deputy Mayor John Alcala canceling the Council meetings for July 3, 2012, September 4, 2012, November 6, 2012, and December 25, 2012 and establishing a Council meeting for July 31, 2012.

WHEREAS, City of Topeka Code Section 2.15.020 authorizes a Council meeting to be canceled by the City Council.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Topeka, Kansas that Council meetings scheduled for July 3, 2012, September 4, 2012, November 6, 2012 (General Election Day) and December 25, 2012 are hereby canceled.

BE IT FURTHER RESOLVED, that a Council meeting is established for July 31, 2012 (5th Tuesday in July).

ADOPTED and APPROVED by the City Council ________________________.

____
William W. Bunten, Mayor

ATTEST:

____
Brenda Younger, City Clerk

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 25, 2011

Back Print

DATE:	**November 29, 2011**		
CONTACT PERSON:	**Brenda Younger**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**Applications**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**006 Communication / 005 Other**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

APPROVAL of Retail Cereal Malt Beverage License Applications.

Voting Requirement: Majority of the Governing Body, including the Mayor.

(Pursuant to K.S.A. 41-2702 application for license must be approved by the Governing Body prior to the issuance of the license.)

POLICY ISSUE:

None

STAFF RECOMMENDATION:

Approve the licenses.

BACKGROUND:

Pursuant to K.S.A. 41-2702 as amended, license applications for retail cereal malt beverage must be approved by the governing body prior to issuance of the license.

BUDGETARY IMPACT:

None

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

No Attachments Available

Item #21

A Capital City Government Working For You…

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 19, 2011

Back Print

DATE:	**November 29, 2011**		
CONTACT PERSON:	**Pam Simecka**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**Public Hearing for 2011 Operating Budget Amendments**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**004 Budgets or Appropriations / 007 Other**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

SETTING a Public Hearing for December 20, 2011, at 6:00 p.m. at the City Council Chambers, 214 E. Eighth Street, for the purpose of hearing and answering objections of taxpayers realting to the proposed amendments to the 2011 Operating Budget.

(Approval authorizes publication of the Notice of Public Hearing in the December 12, 2011 edition of the Metro News.)

POLICY ISSUE:

Cities are authorized by K.S.A. 79-2929a to amend budgets to spend money not in the original budget. The additional expenditures cannot be financed by additional tax levy. The policy question is whether to set a public hearing and consider amending the 2011 budget to include certain transfers and authorize other expenditure adjustments.

This amendment was originally approved on May 15th. However, the notice of public hearing was not published in the Metro News, which makes that action invalid.

STAFF RECOMMENDATION:

Set the Public Hearing for December 20, 2011

BACKGROUND:

The proposed amendment impacts seven different funds as follows:

Alcohol & Drug Safety Fund – Municipal Court used the funds to finish the remodeling of their probation offices on the second floor of City Hall. They will use the fund balance to cover their additional remodeling expenses of $20,000.

Transient Guest Tax Fund--The 2011 revenue exceeded the estimate, resulting in $100,000 being available for 2011. The amendment proposes to spend the additional funds by increasing the amount for Tourism Grants by $100,000.

Metropolitan Transit Authority – Additional revenue came into the City then was first projected by $150,000. The proposed amendment would allow the money to be transferred in 2011 to the Metropolitan Transit Authority.

Workers Compensation Self Insurance Fund –Additional claim costs occurred in 2011. This proposed amendment would allow the City to pay the health care providers for the workers compensation claims. Estimated additional claims are $300,000. Note the revenue numbers are also being amended to show the additional amount received from the Police and Fire Department. Their rates were raised to 3.64% of payroll from 1.9% for January to September. In September the rate was reduced to 1% due to General Fund constraints. This additional revenue and the existing fund balance will pay for these additional expenditures.

Group Health Self Insurance Fund – The City Council authorized a million dollars to be transferred into the Health Insurance Fund from the General Fund. This proposed amendment of $2,359,681 would allow the City to pay for medical services provided to City employees and their dependents for 2011 claims. An additional $870,00o transfer from the Risk Reserve is also proposed to keep the fund balance as a positive number. The cash will be used to pay the 2011 medical claims presented in 2012 ($1,823,871.00).

Risk Reserve – Allow the transfer of $870,000 to the Group Health Self Insurance Fund to maintain a positive fund balance. This purpose of this fund is to be the financial backup of all the risk reserve funds.

Unemployment Self Insurance Fund – In 2010 the City of Topeka had a layoff of employees. The City is still paying for unemployment claims for some of those employees. This amendment would allow us to reimburse the State of Kansas for unemployment claims they have paid on our behalf. These expenditures will be paid with existing fund balance.

BUDGETARY IMPACT:

Proposed amendment for Transient Guest Tax and the Metropolitan Transit Authority will simply transfer out additional revenue received.

The other proposed amendments will reduce fund balances.

SOURCE OF FUNDING:

Each of the six funds will have enough cash to handle the proposed amendments.

ATTACHMENTS:

Notice of Budget Amendment

NOTICE OF BUDGET HEARING AMENDING THE 2011 BUDGET

The governing body of the CITY OF TOPEKA, KANSAS will meet on the **7th day of December, 2010** at 6:00 pm, at the CITY COUNCIL CHAMBERS at 214 E. Eighth Street, for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.
Detailed budget information is available at OFFICE OF FINANCE, CITY HALL and will be available at this hearing.

BUDGET SUMMARY

The amendments would increase the expenditure limit for the Transient Guest Tax Fund, Alcohol & Drug Safety, Metro Transit Authority, Unemployment Compensation Self Insurance Fund, Group Health Self Insurance Fund, and the Workers Compensation Self Insurance Fund. The additional expenditures for the Transient Guest Tax Fund and the Metro Transit Authority will be paid by additional revenues received. The Alcohol & Drug Safety Fund and the Unemployment Compensation Self Insurance Fund will be using previously unbudgeted revenue. The Group Health Self Insurance Fund and the Workers Compenstion Self Insurance Fund will be using additional revenue received and unbudgeted revenue.

	Adopted Budget 2011			Proposed Amendment 2011
Fund	Actual Tax Rate	Amount of Ad Valorem Tax	Expenditures	Expenditures
Alcohol & Drug Safety (229)	--	$ -	$ 58,413	$ 78,413
Transient Guest Tax (271)	--	$ -	$ 1,830,500	$ 1,930,500
Metro Transit Authority (500)	4.400	$ 4,395,637	$ 4,463,532	$ 4,613,532
Workers Compensation (641)	--	$ -	$ 1,358,787	$ 1,658,787
Group Health Insurance (642)	--	$ -	$ 11,070,000	$ 13,450,000
Unemployment Compensation (644)			$ 176,000	$ 276,000

By Order of the governing Body:

City Clerk

AMENDMENT
CERTIFICATE

To the Clerk of Shawnee County, State of Kansas

We, the undersigned, duly elected, qualified and acting officers of

THE CITY OF TOPEKA

certify that: (1) the hearing mentioned in the attached publication was held; and (2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditure and (3) the Amount(s) of 2010 Ad Valorem Tax to be Levied are within statutory limitations for the 2011 Budget.

Page No.	Fund Name		2011 Adopted Budget		
	Adopted Budget & Financial Statements	**Statutory Authority**	**Expenditures**	**Amount of 2010 Ad Valorem Tax**	**County Clerk's Use Only**
1	Alcohol & Drug Safety (229)		$ 78,413.00		
2	Transient Guest Tax (271)	K.S.A. 12-1697 Topeka Charter Ord #(	$ 1,930,500	$ -	
3	Metro Transit Authority (500)	Topeka Code Section A9-2	$ 4,613,532	$ 4,395,637	
4	Workers Compensation (641)		$ 1,658,787		
5	Group Health Insurance (642)		$ 13,450,000		
6	Unemployment Compensation (644)		$ 276,000	$ -	
		Total	22,007,232	4,395,637	

Proof of Publication of Notice of Hearing and Budget Summary

Final Assessed Valuation ________________________]

State Use Only

Received ____________________________________]

Reviewed by _________________________________]

Follow-up: Yes _______ No_______]

Assisted by: N/A

Attest:______________________________,2011

Bill Bunten, Mayor

City of Topeka, Kansas Operating Budget for Fiscal Year 2011

Summary of Resources and Appropriations

Resources and Appropriations	2011 Adopted	2011 Amended	Difference
FUND: ALCOHOL & DRUG 229			
FUND BALANCE, BEGINNING	$ 49,552	$ 49,552	$ -
REVENUE:			
Evaluation Fees	50,000	85,000	35,000
Diversion Evaluation Fees	2,000		
Transfer Fund Balance		188,875	188,875
	-	-	-
Subtotal Revenue	52,000	273,875	221,875
TOTAL BALANCE AND REVENUE	101,552	323,427	221,875
EXPENDITURES:			
PERSONNEL SERVICES	50,413	50,413	-
CONTRACTUAL SERVICES	3,500	23,500	20,000
COMMODITIES	4,500	4,500	-
OTHER FINANCIAL USES			
CAPITAL OUTLAY	-		
MISCELLANEOUS (Contingency)			
Net Prior/Current Year Encumbrances			
TOTAL EXPENDITURES	58,413	***78,413***	20,000
RESIDUAL EQUITY TRANSFER	-	-	-
FUND BALANCE, ENDING	$ 43,139	$ 245,014	$ 201,875

Note: Money spent on remodeling offices in City Hall.

City of Topeka, Kansas Operating Budget for Fiscal Year 2010

Summary of Resources and Appropriations

FUND: TRANSIENT GUEST TAX FUND 271	2011 Adopted	2011 Amended	Difference
FUND BALANCE, BEGINNING	$ 59,135	$ 59,135	$ -
REVENUE:			
TRANSIENT GUEST TAX RECEIPTS	1,850,000	1,950,000	100,000
	-	-	-
Subtotal Revenue	1,850,000	1,950,000	100,000
TOTAL BALANCE AND REVENUE	1,909,135	2,009,135	100,000
EXPENDITURES:			
VISIT TOPEKA	960,000	960,000	
EXPO CENTRE MARKETING	50,000	50,000	-
HEARTLAND PARK	300,000	300,000	
SUNFLOWER SOCCER	40,000	40,000	-
UNALLOCATED		100,000	100,000
TOTAL EXPENDITURES	1,350,000	1,450,000	100,000
OPERATING TRANSFERS			
GREAT OVERLAND STATION	200,000	200,000	
HISTORIC PRESERVATION FUND	80,500	80,500	
TRANSFER TO GENERAL FUND	200,000	200,000	
FUND BALANCE, ENDING	$ 78,635	$ 78,635	$ -

Predicted that additional revenue will come in and Transient Guest Tax Committee would like to send the money out to approved agencies.

City of Topeka, Kansas Operating Budget for Fiscal Year 2011

Summary of Resources and Appropriations

Resources and Appropriations	2011 Adopted	2011 Amended	Difference
FUND: METROPOLITAN TRANSIT AUTHORITY 500			
FUND BALANCE, BEGINNING	$ -	$ -	$ -
REVENUE:			
GENERAL PROPERTY TAX	4,195,637	4,345,637	150,000
GENERAL PROPERTY TAX-UNCOLLECTIB	(169,546)	(169,546)	
NRA REBATE	(54,251)	(54,251)	
MOTOR VEHICLE AD VALOREM TAX	461,075	461,075	
PAYMENT IN LIEU OF TAX IRB	30,617	30,617	
	-	-	-
Subtotal Revenue	4,463,532	4,613,532	150,000
TOTAL BALANCE AND REVENUE	4,463,532	4,613,532	150,000
EXPENDITURES:			
TRANSER TO METRO TRANSIT AUTHORIT	4,463,532	4,613,532	150,000
TOTAL EXPENDITURES	4,463,532	***4,613,532***	150,000
RESIDUAL EQUITY TRANSFER	-	-	-
FUND BALANCE, ENDING	$ -	$ -	$ -

Additional cash came in and would like to transfer it to the MTAA in 2011.

City of Topeka, Kansas Operating Budget for Fiscal Year 2011

Summary of Resources and Appropriations

Resources and Appropriations	2011 Adopted	2011 Amended	Difference
FUND: WORKERS COMP SELF INSURANCE 641			
FUND BALANCE, BEGINNING	$ 239,197	$ 239,197	$ -
REVENUE:			
FEES FOR SERVICES	1,175,000	2,084,485	909,485
INTEREST INCOME	17,000	17,000	
REFUND AND RECOVERIES	95,000	95,000	-
	-	-	-
Subtotal Revenue	1,287,000	2,196,485	909,485
TOTAL BALANCE AND REVENUE	1,526,197	2,435,682	909,485
EXPENDITURES:			
PERSONNEL SERVICES	58,787	58,787	-
CONTRACTUAL SERVICES	850,000	850,000	-
COMMODITIES	450,000	750,000	300,000
OTHER FINANCIAL USES			
CAPITAL OUTLAY	-		
MISCELLANEOUS (Contingency)			
Net Prior/Current Year Encumbrances			
TOTAL EXPENDITURES	1,358,787	***1,658,787***	300,000
RESIDUAL EQUITY TRANSFER	-	-	-
FUND BALANCE, ENDING	$ 167,410	$ 776,895	$ 609,485

Revenue increases due to Police and Fire rate being increased from 1.64% of payroll to 3.64%
Due to General Fund restraints the rate was lowered to 1% from September through December
Claims were higher then predicted.

City of Topeka, Kansas Operating Budget for Fiscal Year 2011

Summary of Resources and Appropriations

Resources and Appropriations	2011 Adopted	2011 Amended	Difference
FUND: GROUP HEALTH SELF INSURANCE 642			
FUND BALANCE, BEGINNING	$ 3,918,120	$ 3,918,120	$ -
REVENUE:			
CITY CONTRIBUTION	5,495,237	5,604,422	109,185
EMPLOYEE CONTRIBUTION	1,648,215	1,748,649	100,434
RETIREE CONTRIBUTION	1,380,000	1,314,479	(65,521)
COBRA	35,000	40,000	5,000
INTEREST	70,000	1,200	(68,800)
OTHER		2,000	2,000
TRANSFER FROM OTHER FUNDS-GENERAL		1,000,000	1,000,000
	-	-	-
Subtotal Revenue	8,628,452	9,710,750	1,082,298
TOTAL BALANCE AND REVENUE	12,546,572	13,628,870	1,082,298
EXPENDITURES:			
CONTRACTUAL SERVICES	1,470,000	1,688,567	218,567
OTHER PAYMENTS & COSTS	9,600,000	11,741,114	2,141,114
TOTAL EXPENDITURES	11,070,000	13,429,681	2,359,681
RESIDUAL EQUITY TRANSFER	-	-	-
FUND BALANCE, ENDING	$ 1,476,572	$ 199,189	$ (1,277,383)

Claims costs were higher then predicted for 2011 and also the General Fund is transfering an additional $1 million dollars at the direction of the City Council.

City of Topeka, Kansas Operating Budget for Fiscal Year 2011

Summary of Resources and Appropriations

Resources and Appropriations	2011 Adopted	2011 Amended	Difference
FUND: UNEMPLOYMENT SELF INSURANCE 644			
FUND BALANCE, BEGINNING	$ 302,699	$ 302,699	$ -
REVENUE:			
FEES FOR SERVICES	116,500	116,500	-
INTEREST			
	-	-	-
Subtotal Revenue	116,500	116,500	-
TOTAL BALANCE AND REVENUE	419,199	419,199	-
EXPENDITURES:			
CONTRACTUAL SERVICES	11,000	11,000	-
COMMODITIES	165,000	265,000	100,000
OTHER FINANCIAL USES			
CAPITAL OUTLAY	-		
MISCELLANEOUS (Contingency)			
Net Prior/Current Year Encumbrances			
TOTAL EXPENDITURES	176,000	***276,000***	100,000
RESIDUAL EQUITY TRANSFER	-	-	-
FUND BALANCE, ENDING	$ 243,199	$ 143,199	$ (100,000)

2010.

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 8, 2011

Back Print

DATE:	**November 29, 2011**		
CONTACT PERSON:	**Mary Feighny, Deputy City Attorney**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**Alcohol permit fees**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**013 Ordinances - Codified / 010 Alcoholic Beverages**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, amending City of Topeka Code Sections 5.10.020 and 9.15.300, concerning alcohol sales and tax and specifically repealing said original sections. First Reading.

(Approval would change the current occupation tax from an annual to a biennial payment.)

POLICY ISSUE:

Whether or not to pass and approve the ordinance.

STAFF RECOMMENDATION:

Pass and approve

BACKGROUND:

State law changed from annual to biennial license fees for liquor licenses. This ordinance amendment does likewise for city occupation taxes - making them biennial rather than annual. There is no fee increase.

BUDGETARY IMPACT:

None

SOURCE OF FUNDING:

NA

ATTACHMENTS:

Ordinance

Item #23

(Published in the Topeka Metro News ____)

ORDINANCE NO. _____________

AN ORDINANCE introduced by Daniel R. Stanley, Interim City Manager, amending City of Topeka Code § 5.10.020 and § 9.15.300, concerning alcohol sales and tax and specifically repealing said original sections.

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

Section 1. That section 5.10.020, Alcoholic beverages – Alcoholic liquor sales, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Alcoholic beverages – Alcoholic liquor sales.

(a)There is hereby imposed upon all holders of the following licenses issued by the state Director of Alcoholic Beverage Control under the provisions of the Kansas Liquor Control Act (K.S.A. 41-101 et seq.), ~~an annual~~a biennial city occupation tax in the following amounts:

(1) For a license to manufacture alcohol and spirits	$~~2,500.00~~5,000.00
(2) For a license to manufacture beer and cereal malt beverage:	
(i) For one to 100 barrel daily capacity or any part thereof	$~~200.00~~400.00
(ii) For 101 to 150 barrel daily capacity	$~~400.00~~800.00
(iii) For 151 to 200 barrel daily capacity	$~~700.00~~1,400.00
(iv) For 201 to 300 barrel daily capacity	$~~1,000.00~~2,000.00
(v) For 301 to 400 barrel daily capacity	$~~1,300.00~~2,600.00
(vi) For 401 to 500 barrel daily capacity	$~~1,400.00~~2,800.00
(vii) For 501 or more barrel daily capacity	$~~1,600.00~~3,200.00

Provided, that the words “daily capacity” as used in this section shall mean the average daily barrel production for the previous 12 months of manufacturing operations; provided further, that if no such basis for comparison exists, the manufacturing licensee shall pay in advance for ~~the first year’s operation~~operation during the first term of the license an occupation tax of $~~1,000~~2,000.00.

(3)	For a license to manufacture wine	$~~500.00~~1,000.00
~~(4)~~	~~For a microbrewery license or a farm winery license~~	~~$250.00~~
(~~5~~4)	For a spirits distributor's license for the first and each additional distributing place of business operated in the city by the same licensee and wholesaling and jobbing spirits	$~~1,000.00~~2,000.00
(~~6~~5)	For a beer distributor's license, for the first and each additional wholesale distributing place of business operated in the city by the same licensee and wholesaling or jobbing beer and cereal malt beverage	$~~700.00~~1,400.00
(~~7~~6)	For a retailer's license	$~~300.00~~600.00
(~~8~~7)	For a nonbeverage user's license:	
	(i) For class 1	$~~10.00~~20.00
	(ii) For class 2	$~~50.00~~100.00
	(iii) For class 3	$~~100.00~~200.00
	(iv) For class 4	$~~200.00~~400.00
	(v) For class 5	$~~500.00~~1,000.00
(~~9~~8)	For any private club or drinking establishment	$~~250.00~~500.00

(b) The ~~annual~~biennial city occupation tax imposed upon holders of both a spirits distributor's license and a beer distributor's license shall be either of the applicable occupation taxes set forth in subsections (a)(~~5~~4) and (a)(~~6~~5) of this section, but not both. If one such occupation tax is higher than the other by virtue of multiple licenses, the higher tax shall be imposed.

Section 2. That section 9.15.300, Amount of tax –When due, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Amount of tax – When due.

Occupation taxes under this subarticle shall be as set forth in TMC 5.10.020. All occupation taxes shall be paid ~~annually~~biennially on the renewal date of the licensee's state license.

Section 3. That original § 5.10.020 and § 9.15.300 of The Code of the City of Topeka, Kansas, are hereby specifically repealed.

Section 4. This ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper.

Section 5. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 6. Should any section, clause or phrase of this ordinance be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

PASSED AND APPROVED by the City Council on ________________________.

CITY OF TOPEKA, KANSAS

____
William W. Bunten, Mayor

ATTEST:

____
Brenda Younger, City Clerk

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 14, 2011

Back Print

DATE:	**November 29, 2011**		
CONTACT PERSON:	**Councilmembers Ortiz, Hiller and Harmon sitting as the Public Health and Safety Committee**	**DOCUMENT #:**	
SECOND PARTY/SUBJECT:	**Fireworks**	**PROJECT #:**	
CATEGORY/SUBCATEGORY			
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Councilmembers Karen Hiller, Sylvia Ortiz and Richard Harmon, sitting as the Public Health and Safety Committee, amending City of Topeka Code Section 8.35.070 concerning fireworks and specifically repealing said original section. First Reading.

(Approval would reduce the number of days consumer fireworks may be sold and discharged within the City of Topeka and ban the discharge of fireworks in certain circumstances.)

POLICY ISSUE:

Whether or not to adopt the amendments to the Topeka Municipal Code relating to fireworks as proposed by the Public Health and Safety Committee.

STAFF RECOMMENDATION:

BACKGROUND:

Amendments to the ordinance include:

- defines "fireworks", "consumer fireworks" and "display fireworks";
- limits the sale of consumer fireworks to July 2nd through July 4th;
- limits the discharge of consumer fireworks to July 4th from 8:00 a.m. to 11:59 p.m. and requires that each seller to attach a flier to each sale advising that this is the only date and time

period fireworks may lawfully be discharged in the City of Topeka;
- bans the ignition or discharge of fireworks into, under or from a car or vehicle, whether moving or standing still, or on a public roadway or the right-of-way adjoining a public roadway;
- bans the discharge of fireworks within 100 feet of any "place of institution" as defined by National Fire Protection Association Standard No. 101 or any retail fireworks stand or facility where fireworks are stored; and
- encourages the fire department to continue public education efforts and encourages the police department to work internally and with the community to develop improved strategies for enforcement.

BUDGETARY IMPACT:

Unknown

SOURCE OF FUNDING:

ATTACHMENTS:

Ordinance

Committee Referral Sheet

(Published in the Topeka Metro News ______________________________________)

ORDINANCE NO. _____________

AN ORDINANCE introduced by Councilmembers Karen Hiller, Sylvia Ortiz and Richard Harmon, sitting as the Public Health and Safety Committee, amending City of Topeka Code § 8.35.070 concerning fireworks and specifically repealing said original section.

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

Section 1. That section 8.35.070, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Fireworks.

(a) Definitions.

(1) ~~"Consumer fireworks" shall mean any small firework devices designed to produce visible effects by combustion and are classified as consumer fireworks UN0336, and UN0337 by the U.S. Department of Transportation at 49 CFR 172.101, and 27 CFR 555.11 as may be amended. Metal sparklers are specifically excluded from this definition of consumer fireworks.~~"Fireworks" shall mean any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration, or detonation, that meets the definition of Consumer Fireworks or Display Fireworks as set forth in this Code. [NFPA 1124, 2006]

(2) ~~"Display fireworks" shall mean large fireworks designed primarily to produce visible or audible effects by combustion, deflagration, or detonation and are classified as display fireworks UN0333, UN0334 or UN0335 by the U.S. Department of Transportation at 49 CFR 172.101, and 27 CFR 555.11.~~"Consumer fireworks" shall mean any small firework devices containing

restricted amounts of pyrotechnic composition, designed primarily to produce visible or audible effects by combustion that comply with the construction, chemical composition, and labeling regulations of the U.S. Consumer Product Safety Commission (CPSC), as set forth in CPSC 16 CFR 1500 and 1507, 49 CFR 172, and APA Standard 87-1, Standard for the Construction and Approval for Transportation of Fireworks, Novelties and Theatrical Pyrotechnics. [NFPA 1124, 2006]

(3) ~~"Fireworks" shall mean any composition or device designed to produce a visible or an audible effect by combustion, deflagration, or detonation.~~ "Display fireworks" shall mean large fireworks devices that are explosive material intended for use in fireworks displays and designed to produce visible or audible effects by combustion, deflagration, or detonation, as set forth in CPSC 16 CFR 1500 and 1507, 49 CFR 172, and APA Standard 87-1, Standard for the Construction and Approval for Transportation of Fireworks, Novelties, and Theatrical Pyrotechnics.

(4) "Fire chief" shall mean the duly appointed chief of the city of Topeka fire department or any person designated by said chief to enforce the provisions of this chapter.

(b) Possession/Discharge of Fireworks. It shall be unlawful for any person to possess, transport, ignite, discharge or cause to be discharged any firework in the city except as specifically permitted in this section.

(1) Consumer fireworks may be discharged within the City of Topeka on July 4th from 8:00 a.m. to 11:59 p.m.

~~(i) Between the hours of 8:00 a.m. and 9:00 p.m. on June 27th, 28th, 29th, 30th, July 1st and July 5th of each year.~~

~~(ii) Between the hours of 8:00 a.m. and 11:00 p.m. on July 2nd, 3rd and 4th of each year.~~

(2) ~~It shall be unlawful for any person to~~A person shall not recklessly or intentionally discharge, ignite or otherwise cause a firework:

(i) To place another person in reasonable apprehension of immediate bodily harm; ~~or~~

(ii) To cause physical contact with another person; or

(iii) To deface or damage real or personal property of another person without the consent of any such other person.

(3) A person shall not ignite or discharge fireworks into, under, or from a car or vehicle, whether moving or standing still, or on a public roadway or the right-of-way adjoining a public roadway.

(4) Fireworks shall not be discharged within 100 feet of any "place of institution," as defined by national fire protection association standard no. 101, which is adopted by reference in K.A.R. 22-1-3, or any retail fireworks stand or facility where fireworks are stored. (Authorized by and implementing K.S.A. 2007 Supp. 31-133; effective January 1, 1973; amended May 1, 1986; amended December 29, 2008).

(5) Further, it shall be unlawful for any person to possess, ignite or otherwise cause the discharge of any firework that is not a consumer firework or any firework which is prohibited by federal or state statute or regulation.

(c) Sale of Fireworks.

(1) It shall be unlawful for any person to sell, hold for sale, or offer for sale at retail, any consumer fireworks in the city unless such person has first obtained a permit from the city as a retailer.

(2) Any person desiring to sell or offer for sale any permissible fireworks as a retailer shall make application to the city clerk for a permit authorizing the same. Such application shall include the following information and such additional information as the fire chief shall deem necessary:

(i) The name and residence address of the applicant.

(ii) The location of the premises for which the permit is sought. If ownership of premises is different from the applicant, written consent of the owner is required.

(iii) When the permit is sought in a temporary structure or facility, the applicant shall provide a legal description of the premises, a description of the structure or facility to be used, and the location of such structure or facility upon the premises. All temporary structures, including tents, shall be posted with the approved NFPA 704 placards as described in the Uniform Fire Code. A copy of subsection (b) of this section shall also be posted on all premises where fireworks are sold. Such notice shall be at least eight and one-half inches by 11 inches in size and printed in type no smaller than 12 characters per inch. After an inspection of the premises including review by appropriate city agencies such as the fire department and developmental services director, and consideration of the information contained in the application for a permit, the fire chief may issue a permit therefor, conditioned upon reasonable safety measures to be specified in the permit and upon payment by the applicant of a fee of $280.00 to the city clerk. Any permit issued under the provisions of this section shall be valid only for the period of ~~June 27th~~July 2nd through and including July ~~5~~4th of the year in which issued and shall be issued in accordance with the Uniform Fire Code article entitled “Permits.” Persons responsible for the operations of permissible firework stands in which fireworks are stored or handled shall be familiar with safety requirements for the materials being sold, and the appropriate actions necessary in the event of a fire. Additionally, each seller is required to attach a flier to each sale advising the discharge of fireworks is lawful in the City of Topeka only on July 4th from 8:00 a.m. to 11:59 p.m.

(d) Confiscation of Fireworks. Any fireworks in the immediate possession or control of a person violating any city ordinance controlling the use of fireworks may be confiscated by any sworn law enforcement official, the fire chief, or any member of the fire department who has been duly authorized by the fire chief. Confiscated fireworks must be retained by the confiscating agency and may only be destroyed upon approval by the court. The City Council encourages the fire department to continue public education efforts and encourages the police department to work internally and with the community to develop improved strategies for enforcement.

(e) Adult Supervision Required. At all times that it is lawful for any person over the age of 18 years to possess and discharge permitted consumer fireworks, it shall also be lawful for a person under the age of 18 years to possess and discharge permitted consumer fireworks when such person does so under adult supervision and in the physical presence of the adult. It shall be unlawful for any person over the age of 18 years to permit a person under the age of 18 to discharge fireworks without adult supervision and in the physical presence of the adult.

(f) Rules and Regulations. Display fireworks may be sold and ignited and/or discharged pursuant to rules and regulations established by the chief of the Topeka fire department.

(g) Penalties. Any person convicted of violating any of the provisions in this section shall be deemed guilty of a misdemeanor and shall be punished by a fine of not less than $250.00 to a maximum amount of $499.00 per violation. In addition to any fine, the individual may be sentenced up to 179 days in jail. The fine shall not be paroled.

Section 2. That original § 8.35.070 of The Code of the City of Topeka, Kansas, is hereby specifically repealed.

Section 3. This ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper.

Section 4. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 5. Should any section, clause or phrase of this ordinance be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

PASSED AND APPROVED by the City Council ______________________.

CITY OF TOPEKA, KANSAS

____
William W. Bunten, Mayor

ATTEST:

____
Brenda Younger, City Clerk

COMMITTEE REFERRAL SHEET
COMMITTEE REPORT

Name of Committee:	Public Health and Safety
Title:	Ordinance introduced by Councilmembers Sylvia Ortiz, Karen Hiller and Richard Harmon, sitting as the Public Health and Safety Committee, amending City of Topeka Code Section 8.35.070 concerning fireworks and specifically repealing said original section.
Date referred from Council meeting:	N/A
Date referred from Committee:	November 10, 2011
Committee Action:	Councilmember Richard Harmon moved to amend City of Topeka Code Section 8.35.070 as follows:

- Define "fireworks", "consumer fireworks" and "display fireworks";
- Limit the sale of consumer fireworks to July 2nd through July 4th;
- Limit the discharge of consumer fireworks to July 4th from 8:00 a.m. to 11:59 p.m. and requires that each seller to attach a flier to each sale advising that this is the only date and time period fireworks may lawfully be discharged in the City of Topeka;
- Ban the ignition or discharge of fireworks into, under or from a car or vehicle, whether moving or standing still, or on a public roadway or the right-of-way adjoining a public roadway;
- Ban the discharge of fireworks within 100 feet of any "place of institution" as defined by National Fire Protection Association Standard No. 101 or any retail fireworks stand or facility where fireworks are stored;

Motion approved 3-0.

Councilmember Karen Hiller moved to amend City of Topeka Code Section 8.35.070 by adding the following: The City Council encourages the fire department to continue public education efforts and encourages the police department to work internally and with the community to develop improved strategies for enforcement.

Motion approved 3-0.

Comments:

Amendments: See attached ordinance as amended by the Committee.

Members of Committee: Sylvia Ortiz (Chair), Karen Hiller and Richard Harmon

Agenda Date Requested: November 29, 2011

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 7, 2011

Back Print

DATE:	November 29, 2011		
CONTACT PERSON:	Judy Olander, Assistant City Attorney	DOCUMENT #:	
SECOND PARTY/SUBJECT:	Parks and Recreation/Advisory Boards	PROJECT #:	
CATEGORY/SUBCATEGORY	013 Ordinances - Codified / 002 Administration		
CIP PROJECT:	No		
ACTION OF COUNCIL:		JOURNAL #:	
		PAGE #:	

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, concerning the Parks and Recreation and Golf Course Advisory Boards, amending City of Topeka Code Section 2.05.010 and specifically repealing said original section as well as repealing Sections 2.90.010 through 2.90.080 and Sections 11.30.050 through 11.30.120. First Reading.

(Approval would repeal City Code provisions concerning the Parks and Recreation and Golf Course Advisory Boards that are no longer needed due to the consolidation of the Parks and Recreation Departments of the City and County.)

POLICY ISSUE:

Whether or not to pass and approve the ordinance.

STAFF RECOMMENDATION:

Pass and approve.

BACKGROUND:

BUDGETARY IMPACT:

None

Item #25

SOURCE OF FUNDING:

NA

ATTACHMENTS:

Ordinance

(Published in the Topeka Metro News ____)

ORDINANCE NO. _____________

AN ORDINANCE introduced by Daniel R. Stanley, Interim City Manager, concerning the Parks and Recreation and Golf Course advisory boards, amending City of Topeka Code § 2.05.010 and specifically repealing said original section as well as repealing § 2.90.010 through § 2.90.080 and § 11.30.050 through § 11.30.120.

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

Section 1. That section 2.05.010, Establishment, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Establishment.

The following nonstatutory boards, commissions and other plural authorities are hereby established and made a part of the administrative code of the city, as authorized by Charter Ordinance No. 94, Section 24 (Appx. A, Section A2-72): human relations commission (TMC 2.55.010); board of electrical appeals (TMC 5.63.120); board of plumbing appeals (TMC 5.63.120); board of mechanical appeals (TMC 5.63.120); board of building and fire appeals (TMC 2.40.010); board of zoning appeals (TMC 2.45.010 et seq.); ~~golf course advisory board (TMC 11.30.050 et seq.); parks and recreation advisory board (TMC 2.90.010 et seq.);~~ citizen advisory council (TMC 2.105.040); civil service commission (TMC 2.125.030); Topeka planning commission (TMC 2.65.020); boards of trustees of fire and police pension funds (TMC 2.140.190); city of Topeka Americans with Disabilities Act advisory council (TMC 2.80.010); sustainability advisory board (TMC 2.95.010). The council is hereby authorized to promulgate appropriate rules and regulations for such boards, commissions and authorities dealing with their organization and operation. No city employee shall be appointed to any board, commission, or plural authority unless the appointment is specifically authorized by ordinance. Unless otherwise provided, all members appointed to any board, commission, or plural authority shall be residents of the city. The mayor shall notify councilmembers 30 days in advance of vacancies occurring on such bodies, shall solicit nominations from the council for filling such positions, and shall appoint members to such bodies from those nominated by the council. In the event no nominations are forthcoming, the mayor shall make such appointments as are in the best interest of or will best serve the mission of the board, commission, or authority. All appointments must be confirmed by the council. Unless otherwise provided for in this code, members will be appointed for a term of two years and shall not serve beyond the end of their appointed terms. Upon expiration of a term the position shall remain vacant until a successor is appointed

Section 2. That section 2.90.010, Created, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~**Created.**~~

~~There is hereby created a parks and recreation advisory board.~~

Section 3. That section 2.90.020, Composition, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~**Composition.**~~

~~The parks and recreation advisory board shall consist of nine members. Four members shall be appointed by the mayor, one member by the governing body of Unified School District No. 501, one member by the governing body of Unified School District No. 450, one member by the governing body of Unified School District No. 345,~~

~~one member by the governing body of the Unified School District No. 437, and one member by the governing body of Washburn University.~~

Section 4. That section 2.90.030, Qualifications, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~Qualifications.~~

~~Each member of the parks and recreation advisory board shall be a resident of the city.~~

Section 5. That section 2.90.040, Term of members, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~Term of members.~~

~~Members of the parks and recreation advisory board shall serve for a term of four years. Members may be appointed for subsequent terms after completion of the first term. All terms shall end in July of each respective year. Members shall not serve beyond the end of their appointed terms. Upon expiration of a term the position shall remain vacant until a successor is appointed.~~

Section 6. That section 2.90.050, Compensation, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~Compensation.~~

~~Members of the parks and recreation advisory board shall serve without compensation.~~

Section 7. That section 2.90.060, Qualifications, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~Removal of members.~~

~~The mayor may remove any member of the board which the mayor appointed at any time for good cause shown. Other appointing bodies referenced in TMC 2.90.020 may also remove their appointee at any time for good cause shown. All members of the advisory board must attend at least eight of the 12 scheduled meetings each year and not miss any three scheduled meetings in a row or be subject to removal from the board.~~

Section 8. That section 2.90.070, Vacancies, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~Vacancies.~~

~~Vacancies occurring on the parks and recreation advisory board shall be filled by appointment for the unexpired term by the appropriate appointing body or individual.~~

Section 9. That section 2.90.080, Operation, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~Operation.~~

~~The parks and recreation advisory board shall represent members of the Topeka community and shall provide input, assistance, feedback, and support to the parks and recreation department and its director, as well as advice and information to the mayor and city administration, the city council, and to the public, in such manner and at such times as the advisory board shall determine.~~

~~The parks and recreation director shall, and the council may, refer to the parks and recreation advisory board all major proposals and propositions for the construction, reconstruction and improvement of public parks and recreational facilities in the city, including the acquisition of lands for park purposes; the acquisition of major recreational~~

~~equipment and facilities; and the initiation of new programs in the recreational system. All of such proposals and propositions shall be taken under consideration by the advisory board, and such board shall make reports and recommendations to the parks and recreation director or the council on all matters referred to it and may make such further reports and recommendations to the parks and recreation director or the council as the board shall deem advisable.~~

~~Such reports requested by the council shall be made to the council within a time fixed by the council either by the resolution submitting the proposal or proposition or at the time the proposal or proposition is submitted to the advisory board by the council, and no action shall be taken thereafter by the council upon any proposal or proposition which it has referred to the advisory board until the reports and recommendations thereon have been received from the advisory board. The council shall take action upon the reports and recommendations received from the advisory board within 30 days after their receipt; provided, that the council may extend the time as it shall deem necessary to give the matter further attention before action is taken.~~

~~The parks and recreation director shall regularly report to the advisory board on such matters as the department budget, capital projects, department policies, and proposed programming changes, as well as other matters determined by the advisory board or the parks and recreation director to be of interest to the board for its consideration.~~

Section 10. That section 11.30.050, Created, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~Created.~~

~~There is hereby created a public golf course advisory board of the city.~~

Section 11. That section 11.30.060, Composition - Appointments, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~**Composition – Appointments.**~~

~~The golf course advisory board shall consist of three members and three ex officio members. The three members shall be appointed by the mayor with the consent of the council. The following shall be ex officio members of the advisory board: the director of the department of parks and recreation or designee, the golf course manager and the golf course professional.~~

Section 12. That section 11.30.070, Terms, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~**Terms.**~~

~~The terms of office of the members of the golf course advisory board shall be two years. Members may be appointed for subsequent terms after completion of their first term. Members shall not serve beyond the end of their appointed terms. Upon expiration of a term the position shall remain vacant until a successor is appointed.~~

Section 13. That section 11.30.080, Compensation, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~**Compensation.**~~

~~Each member of the golf course advisory board shall serve without compensation.~~

Section 14. That section 11.30.090, Removal of members, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~Removal of members.~~

~~Any member of the golf course advisory board may be removed by the mayor at any time for good cause shown.~~

Section 15. That section 11.30.100, Filling of vacancies, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~Filling of vacancies.~~

~~Vacancies occurring on the golf course advisory board shall be filled by appointment for the unexpired term, and such appointment shall be made in the same manner as the original appointment.~~

Section 16. That section 11.30.110, Meetings, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~Meetings.~~

~~The golf course advisory board shall meet at such times and such places as it may agree upon, as deemed appropriate by the full membership of the board, and as often as necessary to take care of the work load.~~

Section 17. That section 11.30.120, Purpose, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~Purpose.~~

~~The public golf course advisory board shall advise the council in all matters concerning the public golf courses, and shall make reports and recommendations to the council on all matters referred to the advisory board, and may make such further recommendations as the advisory board may deem necessary. The council shall take action upon the reports and recommendations received from the advisory board within~~

~~30 days after their receipt; provided, that the council may extend the time as it shall deem necessary to give the matter further attention before taking action.~~

Section 18. That original § 2.05.010 of The Code of the City of Topeka, Kansas, is hereby specifically repealed.

Section 19. This ordinance shall take effect and be in force on January 1, 2012, after its passage, approval and publication in the official City newspaper.

Section 20. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 21. Should any section, clause or phrase of this ordinance be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

PASSED AND APPROVED by the City Council on ______________________.

CITY OF TOPEKA, KANSAS

____
William W. Bunten, Mayor

ATTEST:

____
Brenda Younger, City Clerk

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Council Action Form

Council Chambers
214 SE 8th Street
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October 25, 2011

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DATE:	November 29, 2011		
CONTACT PERSON:		DOCUMENT #:	
SECOND PARTY/SUBJECT:		PROJECT #:	
CATEGORY/SUBCATEGORY			
CIP PROJECT:	No		
ACTION OF COUNCIL:		JOURNAL #:	
		PAGE #:	

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available

Item #26

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CATEGORY/SUBCATEGORY			
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available

Item #27

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CATEGORY/SUBCATEGORY			
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

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October 25, 2011

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CATEGORY/SUBCATEGORY			
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available

Item #29