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City Council Agenda

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

December 20, 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. Tort Claim - William Morphis

DENIAL OF TORT CLAIM of William Morphis for $10,494.85 in damages to his 1994 Ford F-150 business truck, including a ladder rack and tool boxes, from a fallen tree limb at 900 SW Jewell on July 30, 2011.

B. Workers' Compensation Settlement - John Adame

WORKER'S COMPENSATION SETTLEMENT for former Water Pollution Control (WPC) employee, John Adame in the amount of $32,802.34 for permanent partial impairment of his lumbar spine from injuries suffered in a pump station fall on November 15, 2005.

(Approval would authorize payment of that amount as full and final settlement of the underlying claim.)

C. MINUTES of the regular meeting of December 13, 2011

D. APPLICATIONS:

5. PUBLIC HEARINGS:

A. Public Hearing and Appropriation Ordinance - 2011 Operating Budget Amendments

ATTACHMENTS

A PUBLIC HEARING for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of 2011 operating budget funds.

AN APPROPRIATION ORDINANCE introduced by Interim City Manager Daniel R. Stanley, approving and adopting certain amendments to the operating budget for the City of Topeka for the year 2011 and appropriating the amounts for the purpose as set forth therein. First and Final Reading.

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

(Approval would increase the expenditure authority for the Alcohol & Drug Safety Fund, Transient Guest Tax Fund, Metro Transit Authority Fund, Workers Compensation Fund, Group Health Insurance Fund and the Unemployment Insurance Fund.)

6. UNFINISHED BUSINESS:

A. Ordinance - Alcohol in Parks/Public Places

ATTACHMENTS

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, amending City of Topeka Code Section 9.15.020, concerning alcohol in parks and public places and specifically repealing said original section. Final Reading.

(Certain city-owned properties are exempt from the prohibition against alcohol consumption on public property. City Code Section 9.15.020(d)(4) lists city-owned properties that are currently exempt. Due to the consolidation of the City and County Parks and Recreation Departments the City will not own certain properties listed in City Code, approval would amend City Code to update the property list.)

B. Ordinance - Driveway Approaches

ATTACHMENTS

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, creating Article 4 of Chapter 12.35 concerning driveway approaches by the addition of City of Topeka Code Sections 12.35.110, 12.35.120, 12.35.130 and 12.35.140. Final Reading.

(Approval would clarify responsibility and give the City the ability to make driveway repairs if the property owner fails to do so after having been given written notice by the City.)

C. Ordinance - Golf Course Improvement Reserve Fund

ATTACHMENTS

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, repealing Section 3.25.120 of the Code of the City of Topeka concerning the Golf Course Improvement Fund. Final Reading.

(Approval would eliminate the golf course improvement reserve fund.)

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. *(Removed from the Policy and Finance Committee with "No Recommendation" by a vote of 3-0-0 on December 5, 2011.)*

(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.)

7. NEW BUSINESS:

A. Ordinance - Weekly Expenditures - November 28 - December 4, 2011

ATTACHMENTS

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, allowing and approving City expenditures for the period of November 28, 2011, through December 4, 2011, and enumerating said expenditures therein. First and Final

Reading.

B. Real Estate Purchase Agreement -1325 SW Fillmore

ATTACHMENTS

APPROVAL of a Real Estate Purchase Agreement between the City of Topeka and Fillmore Street Apartments L.L.C., for the purchase of property located at 1325 SW Fillmore in the amount of $65,000 and specifically authorizing the Mayor to execute the agreement. *(Council District No. 1)*

(Approval would authorize the purchase of property located at 1325 SW Fillmore as part of the City's Neighborhood Stablization Program (NSP). The existing structure will be demolished and two new single family homes will be built.)

C. 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.)

D. Labor Agreement - Fraternal Order of Police

ATTACHMENTS

APPROVAL would authorize the City Manager to execute a two-year labor agreement between the City of Topeka and the Fraternal Order of Police beginning January 2012 through December 2013.

This item was added at the meeting.

8. ZONING:

A. Ordinance - Herrman's Excavating, Inc. (Z11/28)

ATTACHMENTS

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code by providing for certain changes in zoning on property located on the west side of SW Burlingame Road, approximately 700 feet south of SW 42nd Street, from "R-1" Single Family Dwelling District TO "I-1" Light Industrial District. Final Reading. *(Z11/28) (Council District No. 5)*

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

(Approval would allow the vacant property to be developed for a storage and distribution facility.)

B. Ordinance - Historic Landmark Designation (HL11/02)

ATTACHMENTS

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, designating real property more specifically described herein as an historic landmark and presently zoned "O&I-2" Office and Institutional District and located at 1109 S. Topeka Boulevard in the City of Topeka, Kansas, pursuant to City of Topeka Code Section 80-4. Final Reading. *(HL11/02) (Council District No. 1)*

(Approval would add historic landmark overlay zoning to the property located at 1109 S. Topeka Blvd.)

9. FIRST READINGS:

A. Ordinance - Adult Care Homes, Single-Family Attached Dwellings and Professional Offices (ACZR11/13)

ATTACHMENTS

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, concerning adult care homes, single-family attached dwellings, and professional offices, amending City of Topeka Code Sections 18.55.010, 18.55.080, 18.55.130, 18.65.030, 18.70.030, 18.75.030, 18.80.030, 18.90.010, 18.90.030, 18.90.040, 18.95.010, 18.95.030, 18.95.040, 18.100.030, 18.100.040, 18.105.030, 18.105.040, 18.110.030, 18.180.030, 18.180.040, 18.185.040 and 18.185.050 and specifically repealing said original sections. First Reading. *(ACZR11/13)*

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

(Approval would update the City's Zoning Regulations regarding adult care homes to better align with the State of Kansas' terminology. Certain home care facilities would now be permitted in single-family districts. Also, approval would allow single-family attached homes to be on separate lots where duplexes are currently permitted.)

B. Ordinance - Topeka Planning Commission (Z11/22)

ATTACHMENTS

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), by providing for certain changes in zoning on property located at 1526 and 1530 SW Topeka Boulevard from "E" Multiple Family Dwelling District TO "O&I-2" Office and Institutional District. First Reading. *(Z11/22) (Council District No. 1)*

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

(Approval would allow the vacant property to be reclassified from its out-dated zoning district to a new zoning district that coincides with the surrounding area and is in conformance to the City's future land use plans.)

C. Ordinance - Topeka Planning Commission (Z11/23)

ATTACHMENTS

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), by providing for certain changes in zoning on property located at 1607 SW Topeka Boulevard from "E" Multiple Family Dwelling District TO "O&I-2" Office and Institutional District. First Reading. *(Z11/23) (Council District No. 1)*

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

(Approval would allow the vacant property to be reclassified from its out-dated zoning district to a new zoning district that coincides with the surrounding area and is in conformance to the City's future land use plans.)

D. Ordinance - Topeka Planning Commission (Z11/24)

ATTACHMENTS

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), by providing for certain changes in zoning on property located at 1600 SW Topeka Boulevard from "E" Multiple Family Dwelling District TO "O&I-2" Office and Institutional District. First Reading. *(Z11/24) (Council District No. 1)*

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

(Approval would allow the vacant property to be reclassified from its out-dated zoning district to a new zoning district that coincides with the surrounding area and is in conformance to the City's future land use plans.)

E. **Ordinance - Topeka Planning Commission (Z11/26)**

ATTACHMENTS

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), by providing for certain changes in zoning on property located at 1270 SW Topeka Boulevard from "E" Multiple Family Dwelling District TO "O&I-2" Office and Institutional District. First Reading. *(Z11/26) (Council District No. 1)*

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

(Approval would allow the vacant property to be reclassified from its out-dated zoning district to a new zoning district that coincides with the surrounding area and is in conformance with the City's Future Land Use Map.)

10. MISCELLANEOUS:

-

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

-

12. PUBLIC COMMENT:

-

13. ADJOURNMENT:

-

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 28, 2011

Back Print

DATE:	**December 20, 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

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DOCUMENT DESCRIPTION:

"None scheduled at this time."

POLICY ISSUE:

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STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available

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December 6, 2011

Back Print

DATE:	**December 20, 2011**	
CONTACT PERSON:	**Ken Benjamin, 8-3883**	**DOCUMENT #:**
SECOND PARTY/SUBJECT:	**William Morphis/Tort Claim initial decision**	**PROJECT #:**
CATEGORY/SUBCATEGORY	**005 Claims / 006 Appeals**	
CIP PROJECT:	**No**	
ACTION OF COUNCIL:		**JOURNAL #:**
		PAGE #:

DOCUMENT DESCRIPTION:

DENIAL OF TORT CLAIM of William Morphis for $10,494.85 in damages to his 1994 Ford F-150 business truck, including a ladder rack and tool boxes, from a fallen tree limb at 900 SW Jewell on July 30, 2011.

POLICY ISSUE:

Whether there was any negligence on the part of the City, and thus liability for payment of repair costs, relative to a limb which fell from a tree located in the right-of-way two weeks after a ground inspection determined there was no obvious risk of imminent failure.

STAFF RECOMMENDATION:

Approval of recommendtion for denial.

BACKGROUND:

Bill Morphis, owner of Eagle Ridge Enterprises, a local construction and remodeling firm, had his business truck parked next to the curb under a mulberry tree at 9th & Jewell on Saturday, July 30, 2011. About 2:40 pm., a large branch spontaneously broke off from a main limb and fell on his vehicle, damaging it well beyond its maximum $3,875 Blue Book value. Although three body shops would not provide estimates, saying it was "totaled" and not feasible to repair, one facility calculated it would take $8,817.21 to restore the specially outfitted pick-up to its original condition, plus another $1,677.64 to rebuild a ladder rack and replace a tool box, combining to form the basis for his $10,494.85 claim. In response to a homeowner request, our City Forester had been out to inspect the very tree involved just two weeks prior to the incident (July 13, 2011), but detected no signs of impending failure and scheduled only normal pruning of opposite side branches overhanging the house. A tree service not trained in risk assessement provided an after-the-fact opinion that the branch in question was overweighted and obviously neglected; however, our own

arborists disputed that analysis, reaffirming there was no way to detect from the prior external observation they did that a known hazard existed.

BUDGETARY IMPACT:

$10,494.85 if paid in its entirety.

SOURCE OF FUNDING:

Special Liability Fund.

ATTACHMENTS:

No Attachments Available

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Topeka, Kansas 66603

December 7, 2011

Back Print

DATE:	**December 20, 2011**	
CONTACT PERSON:	**Ken Benjamin, 8-3883**	**DOCUMENT #:**
SECOND PARTY/SUBJECT:	**John Adame/Workers' Comp Permanent Partial Disability Award**	**PROJECT #:**
CATEGORY/SUBCATEGORY	**005 Claims / 006 Appeals**	
CIP PROJECT:	**No**	
ACTION OF COUNCIL:		**JOURNAL #:**
		PAGE #:

DOCUMENT DESCRIPTION:

WORKER'S COMPENSATION SETTLEMENT for former Water Pollution Control (WPC) employee, John Adame in the amount of $32,802.34 for permanent partial impairment of his lumbar spine from injuries suffered in a pump station fall on November 15, 2005.

(Approval would authorize payment of that amount as full and final settlement of the underlying claim.)

POLICY ISSUE:

Whether it is in the best interests of the City to fully and finally settle a Workers' Compensation claim against it for the amount of our own physician's rating, as reduced for preexisting pathology, rather than having it potentially litigated and subjected to an additional Medicare Set-Aside Trust for future medical.

STAFF RECOMMENDATION:

Approval.

BACKGROUND:

John Adame, a 24-year maintenance worker at WPC from 1987 until his release on October 25, 2011 after eight months of being unable to perform the essential functions of his job, injured his back from a fall into a pump station hole on November 15, 2005. He underwent L4-5 fusion surgery in 2006, then returned to work, only to require a second, L2-3/3-4 decompression, procedure in 2008. He was fine for three years after that, but became symptomatic again in February of this year after a snow removal activity. Despite regular physical therapy and three epidural steriod injections, he was never able to resume unrestricted duties. In August he was declared to be at maximum medical improvement and given a 25% whole body

impairment rating, reduced by 5% under the statute for preexisting degenerative disc disease. The calculation for the resulting 20% award was $29,157.63, which was increased by 2.5% to $32,802.34 for settlement purposes in exchange for his agreement to closure without open medical. Because at age 59 with a disability Adame is Medicare-eligible, this payment will have to be reported to the Centers for Medicare and Medicaid Services, but without any allocation for future treatment because none is medically indicated or anticipated as far as his work-related injury is concerned. The total cost of his claim after $96,487.92 in medical expenses; $50,681.50 in Temporary Total Disability; $3,046.79 in administrative fees; and this proposed $32,802.34 award would be $181,018.55.

BUDGETARY IMPACT:

$32,802.34

SOURCE OF FUNDING:

Workers' Compensation Indemnity Fund.

ATTACHMENTS:

No Attachments Available

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POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available

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POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available

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Topeka, Kansas 66603

November 19, 2011

DATE:	**December 20, 2011**	
CONTACT PERSON:	**Pam Simecka**	**DOCUMENT #:**
SECOND PARTY/SUBJECT:		**PROJECT #:**
CATEGORY/SUBCATEGORY	**014 Ordinances – Non-Codified / 005 Miscellaneous**	
CIP PROJECT:	**No**	
ACTION OF COUNCIL:		**JOURNAL #:**
		PAGE #:

DOCUMENT DESCRIPTION:

A PUBLIC HEARING for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of 2011 operating budget funds.

AN APPROPRIATION ORDINANCE introduced by Interim City Manager Daniel R. Stanley, approving and adopting certain amendments to the operating budget for the City of Topeka for the year 2011 and appropriating the amounts for the purpose as set forth therein. First and Final Reading.

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

(Approval would increase the expenditure authority for the Alcohol & Drug Safety Fund, Transient Guest Tax Fund, Metro Transit Authority Fund, Workers Compensation Fund, Group Health Insurance Fund and the Unemployment Insurance Fund.)

POLICY ISSUE:

Whether to amend the budget.

STAFF RECOMMENDATION:

Adopt the ordinance.

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 1.4% 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:

Total amount of additional expenditure authority for all six funds will be $3,029,681.
Alcohol & Drug Safety - $20,000
Transient Guest Tax - $100,000
Metro Transit Authority - $150,000
Workers Compensation - $300,000
Risk Reserve - $870,000
Group Health Insurance - $2,359,681
Unemployment Insurance - $100,000

SOURCE OF FUNDING:

Each fund will have enough additional revenue or fund balance to cover the proposed amendments.

ATTACHMENTS:

Amendment Ordinance

Amended Fund Spreadsheets

Public Hearing Notice

(Published in the Topeka Metro News_____.)

ORDINANCE NO. _____

AN APPROPRIATION ORDINANCE introduced by Interim City Manager Daniel R. Stanley, approving and adopting certain amendments to the operating budget for the City of Topeka, for the year 2011, and appropriating the amounts for the purpose as set forth therein.

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

Section 1. *Amendments to the Budget incorporated by reference as a part of this Ordinance.* The amendments to the operating budget for the City of Topeka, Kansas, for the year 2011 as set forth in a 6 page document in the format prescribed by the Director of Accounts and Reports of the Kansas Department of Administration, as required by law, which has been published in a summary format together with a notice of public hearing, is hereby incorporated by reference as a part of this Ordinance with the same force and effect as if it were set forth herein in its entirety.

Section 2. *Amendments to the Budget approved and adopted.* The amendments to the operating budget as described and incorporated by reference in Section 1 above is hereby approved and adopted as amendments to the operating budget for the year 2011.

Section 3. *Funds appropriated by budget.* The amendments to the budget as approved and adopted herein shall constitute and shall be declared to be appropriations for the funds and departments as set forth therein, and the appropriations thus made shall not be used for any other purpose. No money in any fund or fund type shall be used to pay for any indebtedness created in excess of the amount appropriated for such fund or fund type, or for the departments of such fund or fund type as referred to in the operating budget. The appropriations made herein are for the year 2011 and no expenditures shall be incurred as being authorized by such appropriations prior to January 1, 2011 or

subsequent to December 31, 2011.

Section 4. *Budget amendments.* Any further amendment to the operating budget must be approved by the Governing Body and enacted in accordance with the provisions of K.S.A. § 79-2929a.

Section 5. *As used in this ordinance "fund" is defined as follows*:

Fund. A fiscal and accounting entity with a self balancing set of accounts in which cash and other financial resources, all related liabilities and residual equities, or balances, and changes therein are recorded and segregated to carry on specific activities or attain certain objectives in accordance with special regulations, restrictions, or limitations.

Section 6. *The following fund types are authorized*:

Governmental (or statutory) Fund Type: including General Fund, Special Revenue Funds, Debt Service Funds, and Capital Projects Funds; Proprietary Fund Type: including Enterprise Funds and Internal Service Funds (fixed or flexible); and, Fiduciary Fund Type: including Trust and Agency Funds. This Ordinance applies to all funds as listed on the budget certificate and fund summary adopted and submitted to the county and state.

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 _____.

CITY OF TOPEKA, KANSAS

_____
William W. Bunten, Mayor

ATTEST:

_____
Brenda Younger, City Clerk

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	$ 238,427	$ 188,875
REVENUE:			
Evaluation Fees	50,000	85,000	35,000
Diversion Evaluation Fees	2,000	2,000	
Subtotal Revenue	52,000	87,000	35,000
TOTAL BALANCE AND REVENUE	101,552	325,427	223,875
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	$ 247,014	$ 203,875

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	94,248	
TRANSFER TO GENERAL FUND	200,000	200,000	
FUND BALANCE, ENDING	$ 78,635	$ 64,887	$ (13,748)

Predicted that additional revenue will come in and Transient Guest Tax Committee would like to send the money out to approved agencies.

The 1% amount for 2010 allocation to Historical Preservation was more then originally budgeted.

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:			
PAYMENT TO METRO TRANSIT AUTHORI	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	$ 993,929	$ 754,732
REVENUE:			
FEES FOR SERVICES	1,175,000	1,381,803	206,803
INTEREST INCOME	17,000	17,000	
REFUND AND RECOVERIES	95,000	95,000	-
	-	-	-
Subtotal Revenue	1,287,000	1,493,803	206,803
TOTAL BALANCE AND REVENUE	1,526,197	2,487,732	961,535
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	$ 828,945	$ 661,535

Revenue increases due to Police and Fire rate being increased from 1.4% 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	$ 2,861,851	$ (1,056,269)
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-GENERA	-	1,000,000	1,000,000
TRANSFER FROM RISK RESERVE	-	870,000	870,000
Subtotal Revenue	8,628,452	10,580,750	1,952,298
TOTAL BALANCE AND REVENUE	12,546,572	13,442,601	896,029
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	$ 12,920	$ (1,463,652)

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. To maintain the fund balance to a positive number will need an additional transfer from Risk Reserve of $870,000. The fund balance is not just the cash but also includes our liability for 2011 claims paid out in 2012 estimated to be $1,823,871.

City of Topeka, Kansas Operating Budget for Fiscal Year 2011

Summary of Resources and Appropriations

Resources and Appropriations	2011 Adopted	2011 Amended	Difference
FUND: RISK RESERVE (643)			
FUND BALANCE, BEGINNING	$ 1,689,636	$ 1,689,636	$ -
REVENUE:			
MISC INTEREST	25,000	1,200	(23,800)
Subtotal Revenue	25,000	1,200	(23,800)
TOTAL BALANCE AND REVENUE	1,714,636	1,690,836	(23,800)
EXPENDITURES:			
TRANSFER TO GENERAL FUND	100,000	-	(100,000)
TRANSFER TO HEALTH INSURANCE FUNI	-	870,000	870,000
TOTAL EXPENDITURES	100,000	870,000	770,000
RESIDUAL EQUITY TRANSFER	-	-	-
FUND BALANCE, ENDING	$ 1,614,636	$ 820,836	$ (793,800)

This fund is setup to back up all the reserve funds. It is necessary to transfer money from this fund to maintain a positive fund balance in the Health Insurance Fund.

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.

NOTICE OF BUDGET HEARING AMENDING THE 2011 BUDGET

The governing body of the CITY OF TOPEKA, KANSAS will meet on the **20th day of December, 2011** 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, Risk Reserve 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, Risk Reserve 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	$ 1,944,248
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	$ 13,429,681
Risk Reserve (643)			$ 100,000	$ 870,000
Unemployment Compensation (644)			$ 176,000	$ 276,000

Expenditure Fund Transferred From:	**Receipt Fund Transferred To:**	**Actual Amount for**	**Proposed Amount for**	**Transfers Authorized by Statute**
General Fund	Health Insurance		1,000,000	K.S.A. 79-2934
General Fund	Golf Course		314,660	K.S.A. 79-2934
General Fund	Capital Project		10,220	K.S.A. 79-2934
Risk Reserve	Health Insurance		870,000	K.S.A. 12-2615
	Totals		2,194,880	

By Order of the governing Body:

SEAL OF TOPEKA CAPITAL CITY INCORPORATED FEB 14 1857 KANSAS

Brenda Younger
City Clerk

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 7, 2011

DATE:	**December 20, 2011**	
CONTACT PERSON:	**Judy Olander, Assistant City Attorney**	**DOCUMENT #:**
SECOND PARTY/SUBJECT:		**PROJECT #:**
CATEGORY/SUBCATEGORY	**013 Ordinances - Codified / 010 Alcoholic Beverages**	
CIP PROJECT:	**No**	
ACTION OF COUNCIL:	**12-06-11 First Reading.**	**JOURNAL #:**
		PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, amending City of Topeka Code Section 9.15.020, concerning alcohol in parks and public places and specifically repealing said original section. Final Reading.

(Certain city-owned properties are exempt from the prohibition against alcohol consumption on public property. City Code Section 9.15.020(d)(4) lists city-owned properties that are currently exempt. Due to the consolidation of the City and County Parks and Recreation Departments the City will not own certain properties listed in City Code, approval would amend City Code to update the property list.)

POLICY ISSUE:

Whether or not to Pass and Approve the amendments to the city code

STAFF RECOMMENDATION:

Pass and approve

BACKGROUND:

K.S.A. 41-719(d) allows cities to exempt city-owned property from the prohibition against alcohol consumption on public property. TMC § 9.15.020(d)(4) lists city-owned properties that are currently exempt. However, due to the consolidation of the City and County parks and recreation departments, the City will not have the title to certain properties listed; thus, amendments need to be made to the list.

BUDGETARY IMPACT:

None

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

ordinance

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Daniel R. Stanley, Interim City Manager, amending City of Topeka Code § 9.15.020, concerning alcohol in parks and public places and specifically repealing said original section.

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

Section 1. That section 9.15.020, Unlawful possession or consumption of alcoholic liquor or cereal malt beverages, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Unlawful possession or consumption of alcoholic liquor or cereal malt beverages.

(a) On Public Roads or Unenclosed Private Property Accessible to Public. No person shall drink, or have in his possession in an open container, any alcoholic liquor or cereal malt beverage on public streets, alleys, roads, highways or unenclosed private property that is accessible to the general public, including but not limited to parking lots, within the city or inside vehicles while on such places within the city.

(b) Private Property – Exceptions. No person shall drink or consume, or have in his possession in an open container, any alcoholic liquor or cereal malt beverage on private property, except:

(1) On premises where the sale of liquor by the individual drink is authorized by the state Club and Drinking Establishment Act by issuance of a license by the state Director of Alcoholic Beverage Control;

(2) Upon private property by a person occupying such property as an owner or lessee of an owner and by the guests of such person, if no charge is

made for the serving or mixing of any drinks containing alcoholic liquor nor for any substance mixed with any alcoholic liquor, and if no sale of alcoholic liquor takes place in violation of K.S.A. 41-803 and amendments thereto;

(3) In a lodging room of any hotel, motel or boardinghouse by the person occupying such room and by the guests of such person, if no charge is made for the serving or mixing of drinks containing alcoholic liquor nor for any substance mixed with any alcoholic liquor, and if no sale of alcoholic liquor takes place in violation of K.S.A. 41-803 and amendments thereto;

(4) In a private dining room of a hotel, motel or restaurant if the dining room is rented or made available on a special occasion to an individual or organization for a private party, and if no sale of alcoholic liquor takes place in violation of K.S.A. 41-803 and amendments thereto; or

(5) On the premises of a microbrewery or farm winery, if authorized by the Kansas Liquor Control Act (K.S.A. 41-101 et seq.) by issuance of a license by the state Director of Alcoholic Beverage Control.

(c) In a Private Room of a Place of Business – Exception. No person shall consume cereal malt beverages in any private room or closed booth in a place of business operating pursuant to K.S.A. Chapter 41, Article 27 (K.S.A. 41-2701 et seq.) unless the licensed premises are also currently licensed as a club pursuant to K.S.A. Chapter 41, Article 26 (K.S.A. 41-2601 et seq.).

(d) On Public or Municipal Property – Exceptions. No person shall drink or consume, or have in his possession in an open container, any alcoholic liquor or cereal malt beverage on public or municipal property, except:

(1) Those premises owned by the city and under the control of the airport authority which have been properly leased to private persons, and properly licensed under applicable state and local laws for the sale and dispensing of alcoholic liquor and cereal malt beverages;

(2) Real property leased by the city to others under the provisions of K.S.A. 12-1740 through 12-1749 inclusive, and amendments thereto, the Industrial Revenue Bond Law, if such property is actually being used for hotel or motel purposes or purposes incidental thereto;

(3) Any state-owned or state-operated building or structure and upon the surrounding premises which are furnished to and occupied by any state officer or employee as a residence;

(4) Cereal malt beverages or alcoholic liquor at the Performing Arts Center of Topeka, Topeka Zoological Park, ~~Ward Meade Home and Gardens,~~ Helen Hocker Performing Arts Center, and Heartland Park Topeka~~, Topeka Public Golf Course, and property leased to the Kansas Children's Discovery Center, Inc., as per City of Topeka Contract No. 38390, provided prior written authorization for such possession or consumption is obtained from the director of parks and recreation~~;

(5) Specified property designated as authorized by K.S.A. 41-719(d); or

(6) The National Guard Armory.

Section 2. That original § 9.15.020 of The Code of the City of Topeka, Kansas, is hereby specifically repealed.

Section 3. This ordinance shall take effect and be in force on January 1, 2012, 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

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 7, 2011

DATE:	**December 20, 2011**	
CONTACT PERSON:	**Braxton Copley**	**DOCUMENT #:**
SECOND PARTY/SUBJECT:	**Driveway Approaches**	**PROJECT #:**
CATEGORY/SUBCATEGORY	**013 Ordinances - Codified / 130 Streets, Sidewalks, Public Places, and Other**	
CIP PROJECT:	**No**	
ACTION OF COUNCIL:	**12-06-11 First Reading.**	**JOURNAL #:**
		PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, creating Article 4 of Chapter 12.35 concerning driveway approaches by the addition of City of Topeka Code Sections 12.35.110, 12.35.120, 12.35.130 and 12.35.140. Final Reading.

(Approval would clarify responsibility and give the City the ability to make driveway repairs if the property owner fails to do so after having been given written notice by the City.)

POLICY ISSUE:

To clarify the responsibilities of the City and property owners in regards to driveway approaches, gutters and culverts.

STAFF RECOMMENDATION:

To approve

BACKGROUND:

Currently the City Code is silent as to the responsibility of property owners for the cost of repair, construction or maintenance of driveway approaches and culverts. This ordinance clarifies the responsibility and gives the City the ability to make repairs if the property owner fails to do so after having been given written notice by the City.

BUDGETARY IMPACT:

The clarification that the valley gutter at the street edge of the approach will be the responsibility of the city to maintain will place a financial burden on the street department to repair existing valley gutter. The repair

or replacement of the valley gutter will be included as part of the ongoing annual curb and gutter projects funded by the half cent sales tax. The repair, replacement or construction of the remainder of the approach will not have a budgetary impact on the city but will be paid for by the property owners.

SOURCE OF FUNDING:

Property owners are responsible for the cost of repair, construction or maintenance of their approach including any culvert. Repairs to driveway approaches required as part of utility site restoration will be paid for by the utility. Improvements to approaches as part of street projects will be included as part of the project costs.

ATTACHMENTS:

Ordinance

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Daniel R. Stanley, Interim City Manager, creating Article IV of Chapter 12.35 concerning driveway approaches by the addition of City of Topeka Code § 12.35.110, § 12.35.120, § 12.35.130 and § 12.35.140.

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 § 12.35.110, which said section reads as follows:

Definition.

A driveway approach is that area between the roadway of a public street and the right-of-way line intended to provide access for vehicles from the roadway of a public street to a definite area of the private property, such as a parking area or driveway. The driveway approach does not include the curb and gutter section of the roadway.

Section 2. That the Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered § 12.35.120, which said section reads as follows:

Permit.

It is unlawful for any person to construct, reconstruct or repair any driveway approach unless the person obtains a driveway permit pursuant to TMC §12.30.290 and complies with the requirements of TMC Chapter 12.30.

Section 3. That the Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered § 12.35.130, which said section reads as follows:

Duty to construct or reconstruct curbs and gutter.

A property owner who installs or reconstructs a driveway approach is responsible for replacing the curb and gutter section adjacent to the driveway approach to meet City

specifications. Reconstruction of a driveway approach includes, but is not limited to, enlarging the driveway approach, changing the location or grade of the driveway approach, or changing from a residential to a commercial driveway approach.

Section 4. That the Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered § 12.35.140, which said section reads as follows:

Duty to maintain and repair driveway approach.

(a) A property owner is responsible for the maintenance and repair of driveway approaches. The duty also includes maintaining and repairing a drainage pipe underneath the approach to ensure the free passage of water. This duty includes, but is not limited to, cleaning the drainage pipe of vegetation, debris, and trash and ensuring that the drainage pipe is of a sufficient size to assure the free passage of water through the pipe.

(b) Provided, however, nothing in this section shall prevent the City from repairing or replacing a drive approach as part of a public improvement project or as part of work required to repair municipally owned water, wastewater, or stormwater infrastructure.

Section 5. That the Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered § 12.35.150, which said section reads as follows:

Failure to maintain and repair.

Upon determination by the director of public works or designee that a property owner has either failed to adequately maintain and repair their driveway approach and/or pipe underneath or failed to replace the curb and gutter section as required by

TMC 12.35.130, the director or designee shall provide notice to the property owner at their last known post office address. If the property owner fails to repair the driveway approach or replace the curb and gutter section within 30 days of notification, the director may take whatever actions are reasonably necessary to repair the driveway approach and pipe underneath or replace the curb and gutter section and assess the costs against the property owner pursuant to Article III of Chapter 3.45, K.S.A. 12-6a17 and amendments thereto, or K.S.A. 12-1617e and amendments thereto.

Section 5. This ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper.

Section 6. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 7. 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

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 7, 2011

DATE:	**December 20, 2011**	
CONTACT PERSON:	**Judy Olander, Assistant City Attorney**	**DOCUMENT #:**
SECOND PARTY/SUBJECT:	**Golf Course Improvement Reserve Fund**	**PROJECT #:**
CATEGORY/SUBCATEGORY	**013 Ordinances - Codified / 002 Administration**	
CIP PROJECT:	**No**	
ACTION OF COUNCIL:	**12-06-11 First Reading.**	**JOURNAL #:**
		PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, repealing Section 3.25.120 of the Code of the City of Topeka concerning the Golf Course Improvement Fund. Final Reading.

(Approval would eliminate the golf course improvement reserve fund.)

POLICY ISSUE:

Whether or not to pass the ordinance.

STAFF RECOMMENDATION:

Pass and approve.

BACKGROUND:

Due to the consolidation of the city and county parks and recreation departments, the city will no longer be responsible for the golf course; thus, the improvement reserve fund is no longer needed.

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Ordinance

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, repealing § 3.25.120 of the Code of the City of Topeka concerning the Golf Course Improvement Fund.

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

Section 1. That section 3.25.120, Golf course improvement reserve fund, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~**Golf course improvement reserve fund.**~~

~~(a) There is hereby created a golf course improvement reserve fund. The fund is established for the purpose of providing a depository for moneys to be used for capital improvements at the city golf course.~~

~~(b) Beginning January 1, 2002, the fund shall receive seven percent of golf course greens' fees and annual permit fees, grants or donations from either public or private sources, interest on the funds held in the fund, and any other fund having available resources and legal authority to be so deposited or transferred. All such transfers shall be subject to budget appropriations and shall be specifically authorized by resolution of the city council. All expenditures from the fund shall only be for the purpose stated in this section and shall only be made upon approval by the city manager.~~

Section 2. This ordinance shall take effect and be in force on January 1, 2012, and after its passage, approval and publication in the official City newspaper.

Section 3. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 4. 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

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 6, 2011

Back Print

DATE:	**December 20, 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:	**11-29-11 Referred to the Policy and Finance Committee**	**JOURNAL #:**	**11**
		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.
(Removed from the Policy and Finance Committee with "No Recommendation" by a vote of 3-0-0 on December 5, 2011.)

(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:

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

Committee Referral Sheet

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.

"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;

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.

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*]

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:	LESSEE:
All American Investment Group, LLC 730 17th Street, Suite 830 Denver, Colorado 80202 Attention: Cheri A. Cattoor, COO Fax No.: (303) 623-5180	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: _____	By: _____
Name: Cheri A. Cattoor	Name: Daniel R. Stanley
Title: Chief Operating Officer	Title: Interim City Manager
Date: _____	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 00
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:

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(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

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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.**

Asbestos-Containing Materials: 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.

Other Hazardous Materials: 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

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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.

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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

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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

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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

Signature:_____

Printed Name:_____

Title:_____

Date:_____

JOHNSON CONTROLS, INC.

Signature:_____

Printed Name:_____

Title:_____

Date:_____

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Schedule 2

Johnson Controls, Inc. Initials: _____

Customer Initials: _____

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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.

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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

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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.

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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.

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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

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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.

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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.

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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

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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)

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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.

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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

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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)

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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.

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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.

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

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

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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.

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Fire Department 5 (TFD 5)

Network

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

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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

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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

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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

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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.

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- 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.

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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

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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.

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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

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- 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.

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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

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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

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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.

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- 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.

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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:

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•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.

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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

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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

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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

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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

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- Discharge Air Temperature
- Filter Status

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

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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.

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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

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- 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

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- 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.

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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.

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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

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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

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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

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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

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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

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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

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- 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.

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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

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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

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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

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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)

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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

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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.

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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

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- 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.

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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

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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.

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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.

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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.

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Area 24 – Street Parks Compound

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.

Area 24.1 – Street Parks Compound Exterior

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.

Area 28.1 – City Hall Exterior

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.

~~**Area 29 – City Hall-TPAC**~~

~~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.~~

Area 50 – Traffic Operations

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:

Area 48 – Topeka Zoo

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

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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

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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

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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.

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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.

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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.

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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 three (3%).

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) *Project Benefits Shortfalls*. 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

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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.

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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.

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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):

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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

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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.

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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

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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)*ρr*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

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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

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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

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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)

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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

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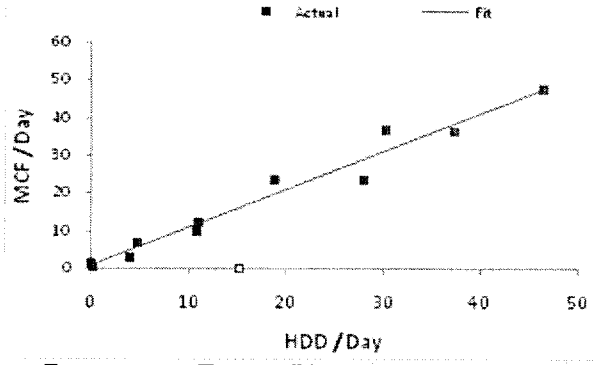
Schedule 2

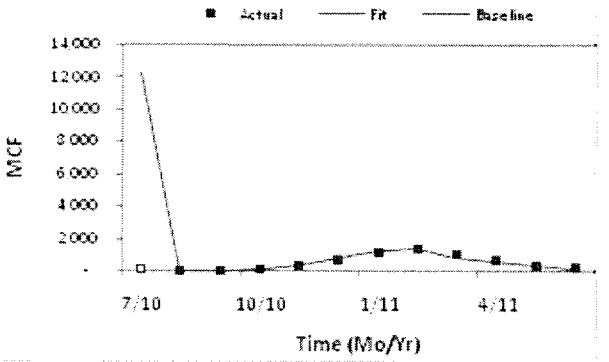
Baseline Analysis Meter by Meter:
Only the meters which apply to the Option C M&V plan are shown in this section. For all other meter baseline information please refer to Appendix A.

Meter Tuning Contract

Project: City of Topeka
Area: LEC
Account: 510303639 1452105 18

Site: City Facilities
Meter: LEC-Gas
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

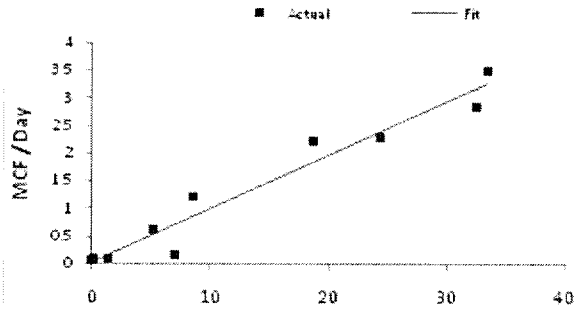
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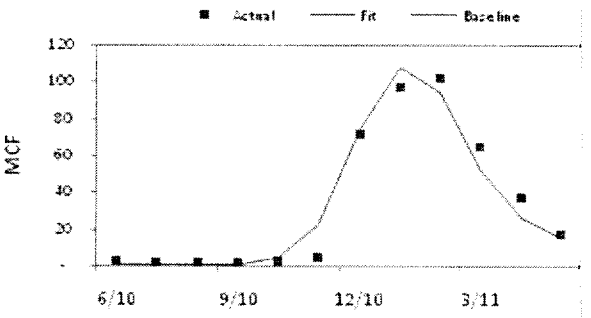
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Meter Tuning Contract

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.

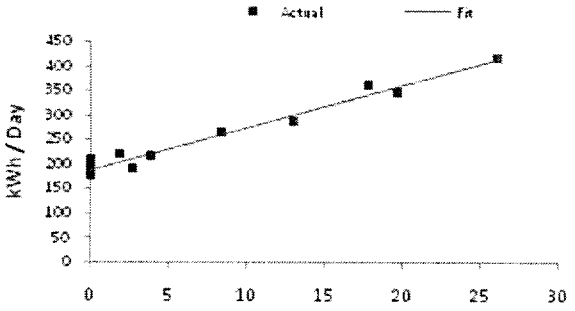
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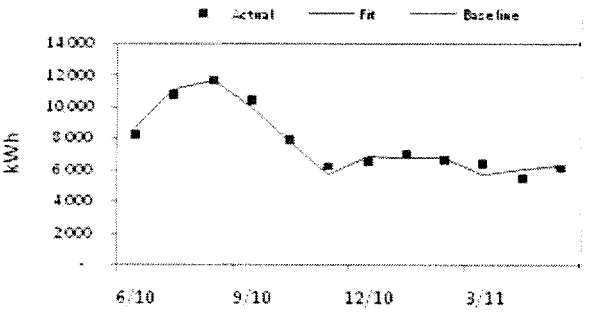
Schedule 2

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.

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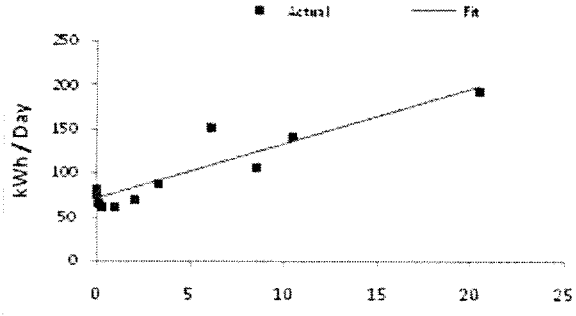
Schedule 2

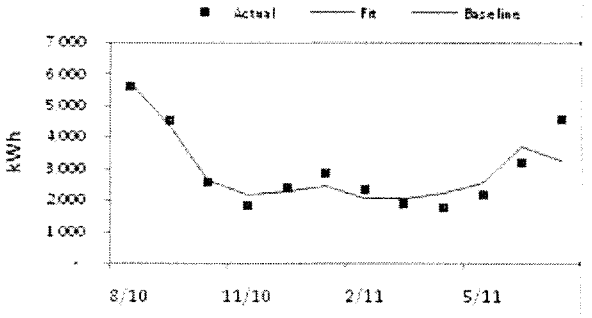
Fire Station #1

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.

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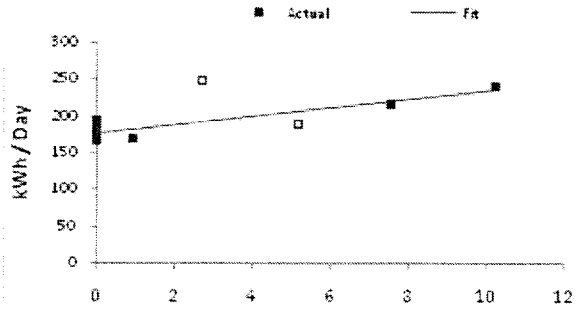
Schedule 2

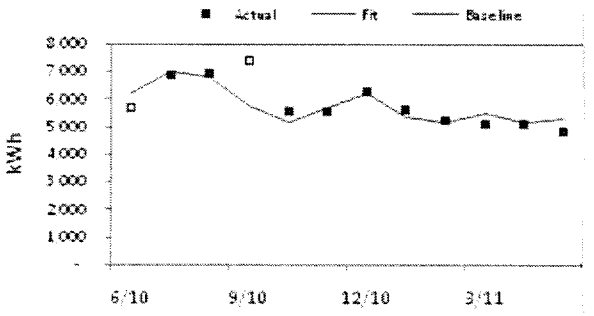
Fire Station #2

Meter Tuning Contract

Project: City of Topeka
Area: TFD #2
Account: 1883517398

Site: Topeka Fire Department
Meter: TFD #2-Electric
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.

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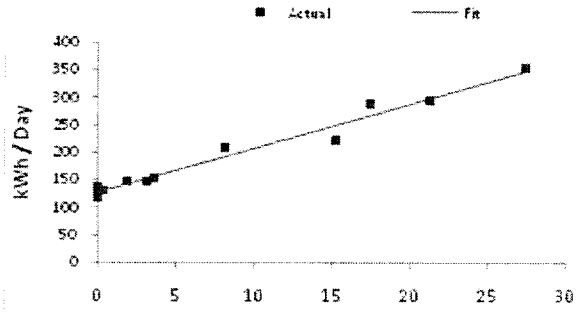
Schedule 2

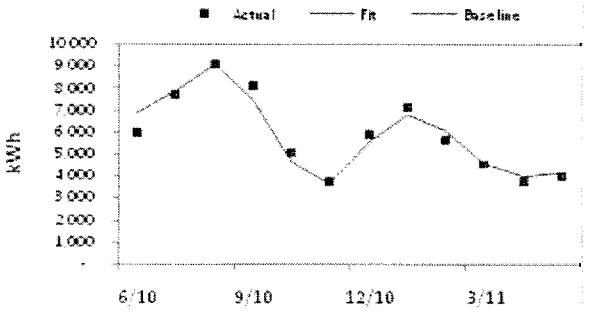
Fire Station #4

Meter Tuning Contract

Project: City of Topeka
Area: TFD #4
Account: 1519476504

Site: Topeka Fire Department
Meter: TFD #4-Electric
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.

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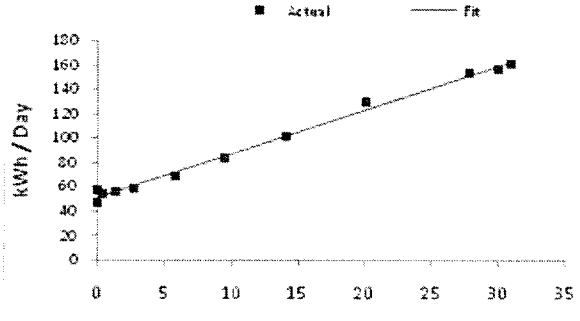
Schedule 2

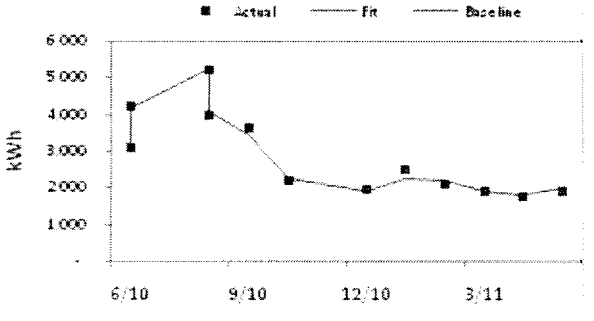
Fire Station #6

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.

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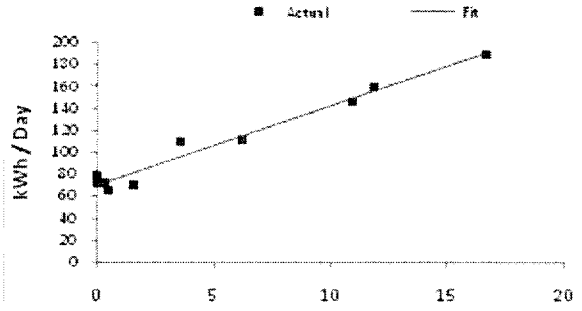
Schedule 2

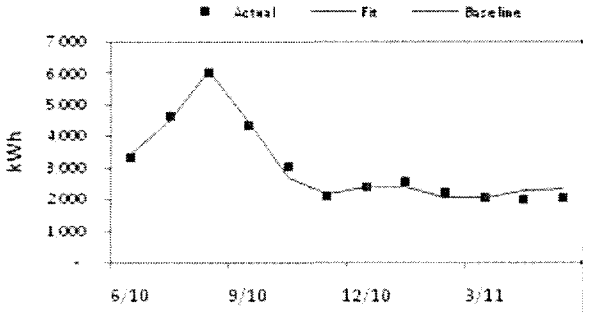
Fire Station #7

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.

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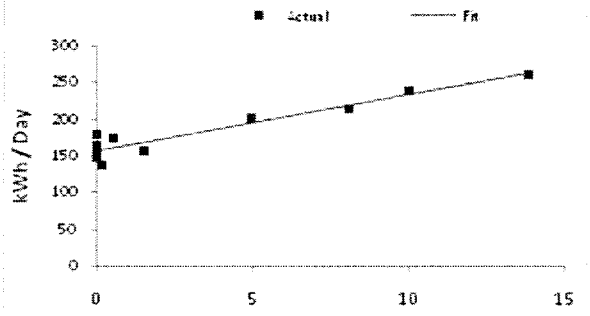
Schedule 2

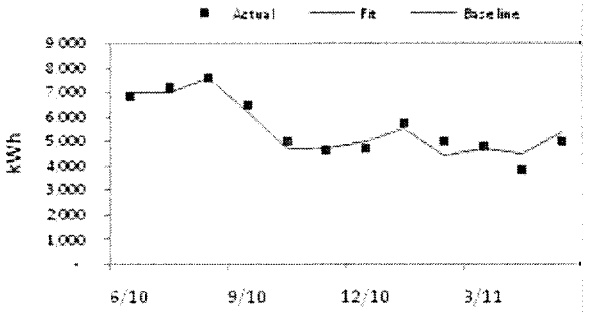
Fire Station #8

Meter Tuning Contract

Project: City of Topeka
Area: TFD #8
Account: 2189423730

Site: Topeka Fire Department
Meter: TFD #8-Electric
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.

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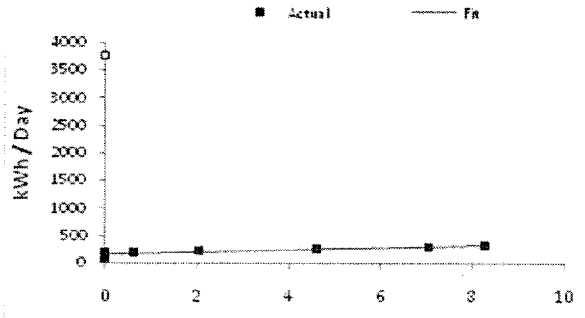
Schedule 2

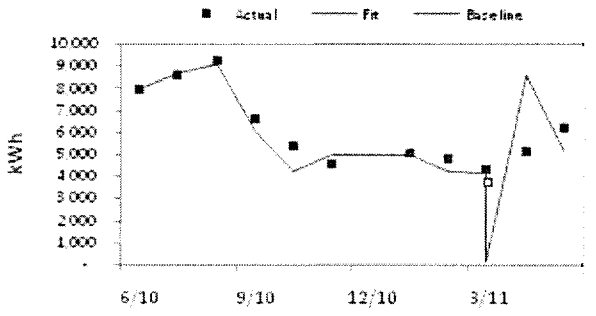
Fire Station #9

Meter Tuning Contract

Project: City of Topeka
Area: TFD #9
Account: 9561558646

Site: Topeka Fire Department
Meter: TFD #9-Electric
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.

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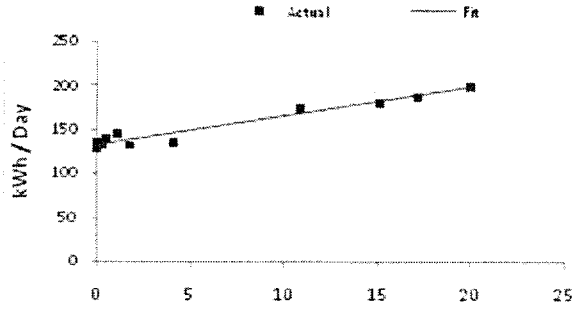
Schedule 2

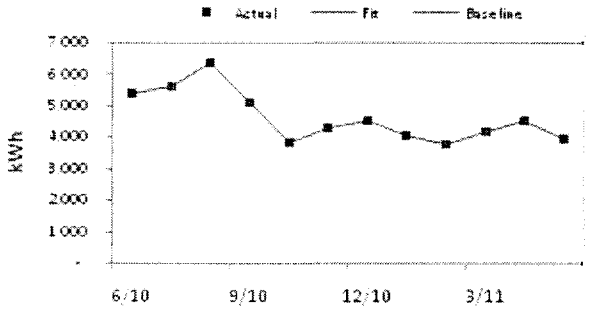
Fire Station #10

Meter Tuning Contract

Project: City of Topeka
Area: TFD #10
Account: 0994842527

Site: Topeka Fire Department
Meter: TFD #10-Electric
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.

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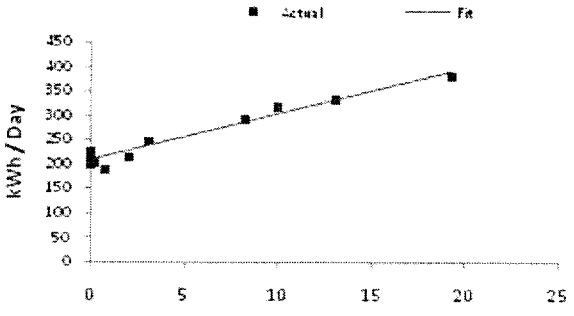
Schedule 2

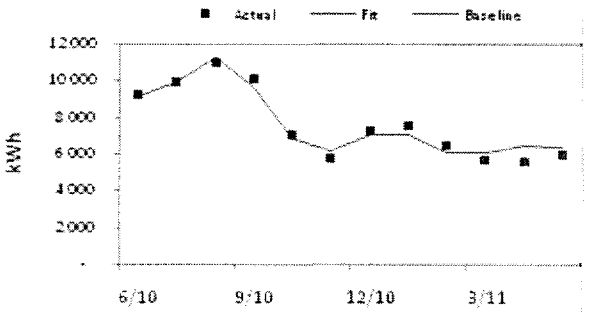
Fire Station #11

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.

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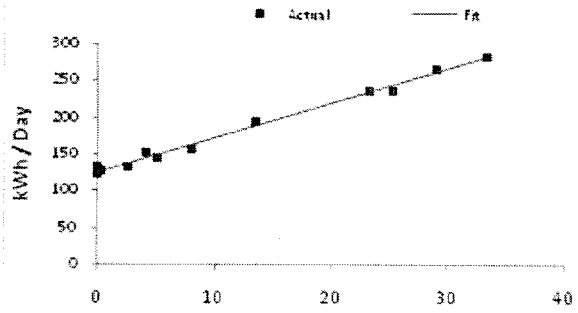
Schedule 2

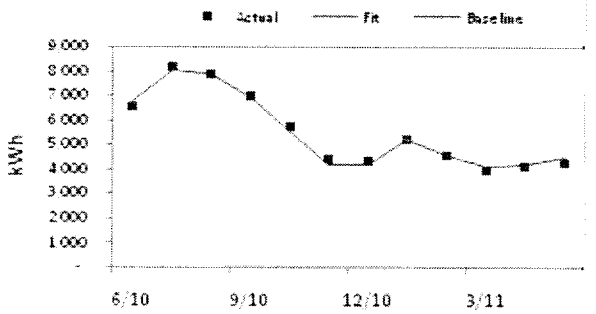
Fire Station #12

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.

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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

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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	-	-

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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

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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

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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.

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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.

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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;

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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;

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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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COMMITTEE REFERRAL SHEET
COMMITTEE REPORT

Name of Committee:	Policy and Finance
Title:	A Resolution 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.
Date referred from Council meeting:	November 29, 2011
Date referred from Committee:	December 5, 2011
Committee Action:	Motion made by Deputy Mayor Alcala to submit the resolution back to the full Council with no recommendation. Motion approved 3-0
Comments:	
Amendments:	
Members of Committee:	Bob Archer (Chair), John Alcala and Chad Manspeaker
Agenda Date Requested:	Next available agenda

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 7, 2011

DATE:	**December 20, 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 November 28, 2011, through December 4, 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 November 28, 2011 through December 4, 2011, in the amount of $5,630,008.07.

SOURCE OF FUNDING:

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

ATTACHMENTS:

Weekly Expenditures

DETAIL REPORT AP WEEK ENDING 12/4/10

DETAIL REPORT CB55 WEEK ENDING 12/4/10

(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 November 28, 2011, through December 4, 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 289 vendor checks written this period	650,358.61
Total vendor payments voided in this period (net)	00.00
Total of 241 electronic transfers to vendors this period	2,225,499.97
Total net payroll to employees this period	1,721,784.69
Total payroll related electronic transfers this period	1,032,444.80
Total for expenditures in this period	$5,630,088.07

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 _____.

_____
William W. Bunten, Mayor

ATTEST:

_____
Brenda Younger, City Clerk

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
Electronic Payments					
16961	12/02/2011	MCANANY, VAN CLEAVE AND	6758		**563.00**
424643		WCCOT2011009824		460.00	
424644		WCCOT2011009855		103.00	
16962	12/02/2011	ANDREW T LANGDON	6234		**87.15**
40834.1099		BOOT REIMBURSEMENT		87.15	
16963	12/02/2011	CAMPOS JR, VIDAL A	769		**255.30**
40865.9362		DODGE CITY KS 12/4-9/11		255.30	
16964	12/02/2011	COBLER, JAKE A	992		**101.20**
40863.4108		SIOUX CITY IA 11/7-10/11		101.20	
16965	12/02/2011	COFFLAND, DARRIN	1003		**150.00**
40863.6814		EE-SAFETY BOOTS (KAPE)		150.00	
16966	12/02/2011	CROUGH, JOSEPH B	1186		**101.20**
40863.4119		SIOUX CITY, IA 11/7-10/11		101.20	
16967	12/02/2011	STANLEY, DANIEL R	7786		**271.80**
40875.6595		RALEIGH NC 11/21-25/11		271.80	
16968	12/02/2011	DUNDERDALE, JASON CORBETT	1445		**101.20**
40863.3806		SIOUX CITY IA 11/7-10/11		101.20	
16969	12/02/2011	FISHER, TAMMY	1696		**231.11**
MILEAGE REIMB 1		WCCOT2010009366		231.11	
16970	12/02/2011	FRANK SUGGS III	6282		**255.30**
40870.5463		DODGE CITY KS 12/4-9/11		255.30	
16971	12/02/2011	FRISBY, DEREK J	1798		**92.00**
40864.5543		BOERNE TX 11/14-15/11		92.00	
16972	12/02/2011	GINN, TRENTON L	1896		**255.30**
40865.8073		DODGE CITY KS 12/4-9/11		255.30	
16973	12/02/2011	ROUSE, JOHNNY RAY	8111		**150.00**
40848.3288		EE-SAFETY GLASSES		150.00	
16974	12/02/2011	NELSON, JACOB W	3657		**101.20**
40863.4096		SIOUX CITY IA 11/7-10/11		101.20	
16975	12/02/2011	PINKLEY, LISA G	3939		**20.40**
MILEAGE REIMB 1		WCCOT2010009533		20.40	
16976	12/02/2011	RUSSELL, JACQUELYN M	4309		**447.35**
40863.4304		EE-PICNIC/WORKSHOP/STEPITUP		437.35	
40863.4659		EE-REGISTRATION FOR SGREENO		10.00	
16977	12/02/2011	A 1 LOCK & KEY LLC	13		**6.69**
68474	12583			6.69	
16978	12/02/2011	AAA ALLIED GROUP INC	22		**1,694.00**
263446	12193			38.50	
264465	12111			38.50	
264519	12111			38.50	
264650	12111			38.50	
264651	12111			38.50	
264652	12111			38.50	
264653	12111			38.50	
264656	12111			38.50	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
264658	12111			38.50	
264659	12111			38.50	
264700	12193			38.50	
245207	12111			38.50	
245269	12111			38.50	
259372	12193			38.50	
259374	12111			38.50	
259375	12111			38.50	
259376	12111			38.50	
259377	12111			38.50	
259378	12193			38.50	
265997	12193			38.50	
266094	12111			38.50	
266095	12111			38.50	
266096	12111			38.50	
266392	12111			38.50	
266395	12193			38.50	
266397	12111			38.50	
266413	12193			38.50	
266417	12193			38.50	
266469	12193			38.50	
266470	12111			38.50	
266471	12111			38.50	
266473	12193			38.50	
266474	12111			38.50	
266478	12111			38.50	
243942	12193			38.50	
243949	12111			77.00	
245106	12193			38.50	
245108	12111			38.50	
245111	12111			38.50	
245170	12193			38.50	
245172	12111			38.50	
245174	12111			38.50	
245206	12111			38.50	
16979	12/02/2011	AMERIPRIDE	197		**343.72**
2300092365	12299			30.14	
2300093013	12299			35.00	
2300093019	12299			15.95	
2300093026	12841			4.98	
2300093027	12841			52.63	
2300093028	12841			136.24	
2300093029	12841			68.78	
16980	12/02/2011	ARMSTRONG CONSTRUCTION	255		**3,595.00**
2037	559868			3,595.00	
16981	12/02/2011	BARTLETT & WEST ENGINEERS	391		**78,549.66**
730032166	13852			6,590.00	
730032318	16307			6,440.20	
730032476	14374			56,391.23	
730032477	14374			7,000.00	
730032479	13483			2,128.23	
16982	12/02/2011	BLUE CROSS BLUE SHIELD INC	528		**207,209.31**
W/E 11/22/11	DE			44,029.59	
W/E 11/29/11	DE			163,179.72	
16983	12/02/2011	BLUE DOT INC	531		**5,100.00**
201474	16105			1,600.00	
201523	16156			3,500.00	
16984	12/02/2011	BOETTCHER SUPPLY INC	543		**16.45**

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
716577 1	12200			16.45	
16985	12/02/2011	BRENNTAG MID SOUTH	607		**4,171.05**
BMS116618	12756			4,171.05	
16986	12/02/2011	BROWNELLS INC	666		**2,231.45**
07037469 00	16248			1,508.94	
07037469 01	16248			722.51	
16987	12/02/2011	CODE PUBLISHING COMPANY	999		**214.50**
39387	16627			214.50	
16988	12/02/2011	COLLECTION BUREAU OF KANSAS IN	1023		**8,424.52**
1340	14923			6,973.06	
1342	12811			143.70	
1343	12732			250.03	
1344	12811			1,057.73	
16989	12/02/2011	COMITER, CARLA J	1043		**405.00**
W69	12610			405.00	
16990	12/02/2011	CORNERSTONE OF TOPEKA INC	1116		**32,982.00**
14930	14930			32,982.00	
16991	12/02/2011	CROSS MIDWEST TIRE INC	1183		**1,205.73**
20154849	12209			-183.11	
20154851	12209			-141.85	
20154853	12209			-29.40	
20154854	12209			-10.50	
20154855	12209			-165.85	
20158950	12209			324.36	
20159091	12209			533.04	
20159212	12209			694.61	
20159364	12209			18.38	
20159401	12209			35.40	
2159417	12209			130.65	
16992	12/02/2011	DELTA DENTAL OF KANSAS INC	1323		**23,326.68**
W/E 11/17/11	12329			14,442.56	
W/E 11/23/11	12329			8,884.12	
16993	12/02/2011	DIAMOND INTERNATIONAL INC	1347		**4,573.20**
TI68925	12210			2,434.15	
TI69296	12210			164.62	
TW53076	12210			274.83	
TW53083	12210			1,591.80	
TW53147	12210			107.80	
16994	12/02/2011	ELITE CONCRETE	6795		**16,918.11**
2011516	16074			13,706.86	
83127	16113			321.75	
84751	16064			2,889.50	
16995	12/02/2011	EMERGENCY FIRE EQUIPMENT	1526		**309.00**
23604	12213			309.00	
16996	12/02/2011	EPCO CARBON DIOXIDE PRODUCTS	1551		**1,496.34**
135930	14541			1,496.34	
16997	12/02/2011	FINNEY & TURNIPSEED	1669		**60,942.35**
12425 FINAL	12425			14,510.32	
15384 1	15384			46,432.03	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
16998	12/02/2011	FOLEY EQUIPMENT COMPANY INC	1734		**237.10**
PCSL0990259	12217			53.68	
SVWO0400457	12217			92.90	
SVWO0400795	12217			90.52	
16999	12/02/2011	FOWLER WHITE BOGGS PA	7160		**169.30**
803018	12665			169.30	
17000	12/02/2011	GRINER & SCHMITZ INC	8003		**3,640.00**
RI54563	15935			3,640.00	
17001	12/02/2011	HERNLY ASSOCIATES INC	2214		**1,540.00**
10293	16464			695.00	
10294	16463			695.00	
10307	16533			150.00	
17002	12/02/2011	HOUSING & CREDIT COUNSELING IN	2312		**7,333.33**
11012011A	13199			4,583.33	
11012011B	13192			2,750.00	
17003	12/02/2011	IMAGING OFFICE SYSTEM'S	5922		**9,346.53**
CONTOO7142	16596			9,346.53	
17004	12/02/2011	INLAND BUSINESS SYSTEMS INC	2404		**120.00**
90061	12922			120.00	
17005	12/02/2011	ITG CONSULTING INC	2449		**12,210.00**
3143	12523			1,800.00	
3144	12523			4,700.00	
3145	12523			1,100.00	
3146	12523			4,610.00	
17006	12/02/2011	JAYHAWK FILE EXPRESS LLC	2502		**23.00**
N574830	DE	WO #N022289 9/28/11		23.00	
17007	12/02/2011	JAYHAWK FIRE SPRINKLER CO	2503		**480.00**
13414	16251			480.00	
17008	12/02/2011	JOINT ECONOMIC DEVELOPMENT	6898		**683,725.95**
PAYMENT 11/22/1	DE			683,725.95	
17009	12/02/2011	JST CONSTRUCTION CO LLC	2599		**550.00**
2214	16601			550.00	
17010	12/02/2011	KANSAS GAS SERVICE INC	2707		**1,014.73**
5102026671447452	KS GAS TRAFFIC			112.30	
5102428131003101	KS GAS POLICE			164.43	
5104724991447462	KS GAS 201 TOP			663.48	
5105603091447461	KS GAS ENGINEE			74.52	
17011	12/02/2011	KANSAS TURF	7216		**2,162.00**
1169	14133			1,800.50	
1183	13830			361.50	
17012	12/02/2011	KEY STAFFING INC	2849		**1,350.00**
3016018	14690			600.00	
3016097	14690			750.00	
17013	12/02/2011	TJELMELAND, KYLE D	8005		**1,725.00**
103	15592			1,725.00	
17014	12/02/2011	LAWYERS TITLE OF TOPEKA INC	3002		**200.00**
IVC19941	16562			100.00	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
IVC19943	16561			100.00	
17015	12/02/2011	LIBERTY FRUIT COMPANY INC	3057		**107.10**
705586	14231			107.10	
17016	12/02/2011	MAX FIRE APPARATUS INC	3246		**226.56**
I0003790	15403			226.56	
17017	12/02/2011	MICHAEL & SONS INC	3377		**12,407.67**
16364	16364			7,034.00	
85435	16141			5,373.67	
17018	12/02/2011	MILLS, RANDY W	3456		**643.29**
13032 NOV 11	13032			643.29	
17019	12/02/2011	MORNING STAR CONSTRUCTION INC	3524		**2,694.00**
16534	16534			2,694.00	
17020	12/02/2011	NEENAN COMPANY	3649		**115.08**
S1820657 001	12453			115.08	
17021	12/02/2011	O REILLY AUTO PARTS	3714		**204.45**
0152 274336	12243			1.78	
0152 274542	12243			8.08	
0152 274586	12243			13.71	
0152 274624	12243			28.16	
0152 274636	12243			27.20	
0152 274858	12243			2.99	
0152 275102	12243			43.89	
0152 276081	12243			6.79	
0152 276086	12243			24.93	
0152 276357	12243			24.66	
0191 315690	12243			22.26	
17022	12/02/2011	OMB POLICE SUPPLY	3746		**62.52**
P019635201019	13226			62.52	
17023	12/02/2011	OMEGA DOOR AND HARDWARE	3747		**3,034.20**
29942	15740			1,943.20	
30097	16191			1,091.00	
17024	12/02/2011	PETERS CONSTRUCTION	3906		**2,128.50**
85673	16368			1,440.00	
85716	16367			688.50	
17025	12/02/2011	POLYDYNE INC	5879		**14,057.12**
641919	12735			14,057.12	
17026	12/02/2011	PROTECTION ONE	6532		**1,534.30**
85288369	PRTOECTION 1	Protect 1 bill for 12/1-12/31		1,534.30	
17027	12/02/2011	R & R VENTURES OF TOPEKA	4065		**1,680.00**
2011 23	12459			1,680.00	
17028	12/02/2011	RAY O HERRON COMPANY	4118		**93.50**
1127399 IN	13705			93.50	
17029	12/02/2011	SAMPLE JR, ROBERT G	4356		**1,475.00**
12	12770			225.00	
13	12770			1,250.00	
17030	12/02/2011	SANTA FE SIDING COMPANY	4373		**7,793.00**
1601	15752			7,793.00	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
17031	12/02/2011	SELLERS EQUIPMENT INC	4470		**6,963.68**
IC215914	12246			1,945.41	
IC215917	12246			2,668.01	
IC215929	12246			1,343.37	
IW210412	12246			1,006.89	
17032	12/02/2011	SENTRY ARMOR SYSTEMS INC	8010		**6,790.00**
INV22373	16149			6,790.00	
17033	12/02/2011	SHI INTERNATIONAL CORPORATION	4540		**193.00**
B00454934	16467			193.00	
17034	12/02/2011	SIRCHIE FINGERPRINT LABS	4585		**543.00**
0059693 IN	16521			543.00	
17035	12/02/2011	SOUTHERN UNIFORM & EQUIPMENT	4672		**306.00**
74126	16376			306.00	
17036	12/02/2011	STAPLES CONTRACT & COMMERCIAL	4725		**1,505.24**
111018829	16186			94.99	
111107537	16484			10.12	
111192238	16520			132.52	
111211020	16549			85.69	
111222645	16553			235.83	
111229750	16558			128.12	
111229823	16559			209.07	
111253423	16588			393.56	
111253503	16589			215.34	
17037	12/02/2011	SUNFLOWER PAVING INC	4815		**144,950.73**
2848	11479			30,682.07	
2869	16020			88,447.50	
79886	15138			5,405.06	
83664	16436			2,280.00	
85725	16371			1,430.00	
85945	16435			13,336.50	
85946	16434			3,369.60	
17038	12/02/2011	TOM OWENS PLUMBING INC	5006		**695.00**
3375	16517			695.00	
17039	12/02/2011	TRUCK PARTS & EQUIPMENT INC	5102		**1,944.00**
299625	12182			644.77	
299690	12182			120.04	
299823	12182			48.86	
299825	12182			621.55	
299866	12182			48.10	
299968	12182			22.88	
300009	12255			319.18	
300070	12255			79.99	
300161	12255			38.63	
17040	12/02/2011	U S LIME COMPANY - ST CLAIR	5117		**16,049.22**
133031	14540			3,179.92	
133064	14540			3,381.45	
133086	14540			3,106.30	
133106	14540			3,241.46	
133133	14540			3,140.09	
17041	12/02/2011	UMB BANK NA	5127		**93,404.41**
PCARD11282011				60,396.60	
PCARD11292011				33,007.81	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
17042	12/02/2011	UNIVERSAL SYSTEMS INC	5161		**2,813.64**
349052	12920			2,813.64	
17043	12/02/2011	VANDERBILT'S NO 6	5199		**159.89**
148913	16152			159.89	
17044	12/02/2011	VETERINARY MEDICAL & SURGICAL	5222		**844.40**
57166	12967			196.47	
57175	12967			377.58	
57532	12967			39.57	
57569	12967			230.78	
17045	12/02/2011	VICTOR L PHILLIPS COMPANY INC	5225		**1,333.24**
IT10261	12258			60.24	
IT10291	12258			38.04	
WT30568	12258			642.44	
WT30570	12258			592.52	
17046	12/02/2011	WALKER TOWEL & UNIFORM SERVICE	5266		**44.30**
1459184	12297			12.75	
1459752	12297			7.65	
1459754	12297			23.90	
17047	12/02/2011	WELLNESS INNOVATIONS & NURSING	7255		**1,974.00**
7329	13208			1,974.00	
17048	12/02/2011	WINGFOOT COMMERCIAL TIRE	5494		**3,326.88**
123 1040576	12261			240.78	
123 1040577	12186			194.04	
123 1040600	12261			1,863.48	
123 1040636	12186			561.06	
123 1040638	12261			467.52	
17049	12/02/2011	BETZ, KENNEE	471		**700.00**
COL103-1211		S+C Dec 2011 Payment		700.00	
17050	12/02/2011	C J WRIGHT INC	7377		**302.00**
WRI107-1211		S+C Dec 2011 Payment		302.00	
17051	12/02/2011	NEAL-MCFARTHING, CHERYL J	8021		**2,264.00**
SPI104-1111		S+C Nov 2011 Payment		658.00	
SPI104-1211		S+C Dec 2011 Payment		731.00	
SPI104-DEP		DEPOSIT		875.00	
17052	12/02/2011	COZY HOME RENTAL MGMT LLC	1155		**2,985.00**
AND101-1211		S+C Dec 2011 Payment		343.00	
BAR100-1211		S+C Dec 2011 Payment		281.00	
BUR101-1211		S+C Dec 2011 Payment		475.00	
EDM1038-1211		S+C Dec 2011 Payment		395.00	
FRE1039-1211		S+C Dec 2011 Payment		385.00	
KEN101-1211		S+C Dec 2011 Payment		456.00	
KOZ1041-1211		S+C Dec 2011 Payment		385.00	
SAN1043-1211		S+C Dec 2011 Payment		265.00	
17053	12/02/2011	DENNIS D STAFFORD	6359		**281.00**
WAS110-1211		S+C Dec 2011 Payment		281.00	
17054	12/02/2011	DIX, TAYLOR F KERN	7976		**765.00**
WAL105-1211		S+C Dec 2011 Payment		765.00	
17055	12/02/2011	DONALD JOSEPH	6402		**256.00**
ROL1052-1211		S+C Dec 2011 Payment		256.00	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
17056	12/02/2011	DUNCAN, CLAUDE	1442		**645.00**
BOX1089-1211		S+C Dec 2011 Payment		352.00	
SPA1055-1211		S+C Dec 2011 Payment		293.00	
17057	12/02/2011	HAYNES, EDWARD L	6967		**525.00**
SMI1094-1211		S+C Dec 2011 Payment		525.00	
17058	12/02/2011	MARINER, FAAMANUIAGA T	6387		**1,054.00**
PER108-1211		S+C Dec 2011 Payment		429.00	
REI110-1211		S+C Dec 2011 Payment		625.00	
17059	12/02/2011	GARNER REMODELING	1843		**7,730.00**
BEN108-1211		S+C Dec 2011 Payment		343.00	
BEV1068-1211		S+C Dec 2011 Payment		314.00	
BOZ103-1211		S+C Oct, Nov, Dec 2011 Payment		1,965.00	
CAL1070-1211		S+C Dec 2011 Payment		248.00	
COR105-1211		S+C Dec 2011 Payment		343.00	
HOD104-1111		S+C Nov 2011 Payment		352.00	
HOD104-1211		S+C Dec 2011 Payment		440.00	
HOD104-DEP		DEPOSIT		544.00	
JAM1010-1211		S+C Dec 2011 Payment		475.00	
MAR0810-1211		S+C Dec 2011 Payment		501.00	
RIL105-1211		S+C Dec 2011 Payment		321.00	
SCO101-1211		S+C Dec 2011 Payment		370.00	
STA105-1211		S+C Dec 2011 Payment		598.00	
TAL-1073-1211		S+C Dec 2011 Payment		343.00	
TEV1074-1211		S+C Dec 2011 Payment		315.00	
THO106-1211		S+C Dec 2011 Payment		258.00	
17060	12/02/2011	GEARY, LEE A	1857		**625.00**
BRO1075-1211		S+C Dec 2011 Payment		625.00	
17061	12/02/2011	GLENN OAKS CITY CENTRE LP	1903		**690.00**
BRI106-1211		S+C Dec 2011 Payment		365.00	
WHT0810-1211		S+C Dec 2011 Payment		325.00	
17062	12/02/2011	HD GERLACH REALTY	2145		**3,293.00**
AND1081-1211		S+C Dec 2011 Payment		221.00	
BEL1083-1211		S+C Dec 2011 Payment		136.00	
JOH103-1211		S+C Dec 2011 Payment		435.00	
JOH1085-1211		S+C Dec 2011 Payment		183.00	
LUT103-1211		S+C Dec 2011 Payment		445.00	
ROB101-1211		S+C Dec 2011 Payment		337.00	
SCH1087-1211		S+C Dec 2011 Payment		216.00	
SMI1088-1211		S+C Dec 2011 Payment		318.00	
STA1089-1211		S+C Dec 2011 Payment		315.00	
WIL1090-1211		S+C Dec 2011 Payment		395.00	
WIL1091-1211		S+C Dec 2011 Payment		292.00	
17063	12/02/2011	HAINES, JARED	7736		**434.00**
BRO110-1211		S+C Dec 2011 Payment		434.00	
17064	12/02/2011	MCKAY, JAMES E	6351		**438.00**
THO107-1211		S+C Dec 2011 Payment		438.00	
17065	12/02/2011	MTJ PROPERTIES LLC	3563		**5,472.00**
PRO1021-1211		S+C Dec 2011 Payment		343.00	
ROB102-1211		S+C Dec 2011 Payment		337.00	
SHA101-1211		S+C Dec 2011 Payment		535.00	
WAR106-1211		S+C Dec 2011 Payment		535.00	
WEN103-1211		S+C Dec 2011 Payment		535.00	
ABB110-1211		S+C Dec 2011 Payment		470.00	
BAK1011-1211		S+C Dec 2011 Payment		334.00	
BIN1012-1211		S+C Dec 2011 Payment		617.00	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
JON101-1211		S+C Dec 2011 Payment		253.00	
JUD1019-1211		S+C Dec 2011 Payment		628.00	
MAT101-1211		S+C Dec 2011 Payment		350.00	
MCI1020-1211		S+C Dec 2011 Payment		535.00	
17066	12/02/2011	PARADISE PLAZA I LLC	3813		**737.00**
HUG107-1211		S+C Dec 2011 Payment		232.00	
JOH115-1211		S+C Dec 2011 Payment		505.00	
17067	12/02/2011	PARADISE PLAZA II LLC	3814		**833.00**
ARC1040-1211		S+C Dec 2011 Payment		55.00	
KNI106-1211		S+C Dec 2011 Payment		445.00	
REA1040-1211		S+C Dec 2011 Payment		333.00	
17068	12/02/2011	POTTS, GERALD	6378		**600.00**
WIL1047-1211		S+C Dec 2011 Payment		600.00	
17069	12/02/2011	RENT TOPEKA HOMES	4175		**500.00**
ACU107-1211		S+C Dec 2011 Payment		500.00	
17070	12/02/2011	ROBBINS, IAN	4232		**88.00**
TIG101-1211		S+C Dec 2011 Payment		88.00	
17071	12/02/2011	ROBERT LAUCK	6390		**409.00**
WAL1099-1211		S+C Dec 2011 Payment		409.00	
17072	12/02/2011	ROC KS OAKBROOK LLC	7907		**4,355.00**
ARM1010-1211		S+C Dec 2011 Payment		327.00	
BAK1025-1211		S+C Dec 2011 Payment		440.00	
DOU101-1211		S+C Dec 2011 Payment		545.00	
HAM101-1211		S+C Dec 2011 Payment		244.00	
HIL1027-1211		S+C Dec 2011 Payment		540.00	
JON1028-1211		S+C Dec 2011 Payment		330.00	
KEE1029-1211		S+C Dec 2011 Payment		191.00	
MCG1031-1211		S+C Dec 2011 Payment		440.00	
SMI110-1211		S+C Dec 2011 Payment		550.00	
WEL1035-1211		S+C Dec 2011 Payment		450.00	
WIL1036-1211		S+C Dec 2011 Payment		298.00	
17073	12/02/2011	S & K MANAGEMENT LLC	8027		**500.00**
ALL101-1211		S+C Dec 2011 Payment		500.00	
17074	12/02/2011	SARGENT APARTMENT VENTURE	7278		**1,079.00**
HAL105-1211		S+C Dec 2011 Payment		544.00	
LOR105-1211		S+C Dec 2011 Payment		535.00	
17075	12/02/2011	SONJA'S PROPERTY MGT LLC	6955		**1,298.00**
JON109-1111		S+C Nov 2011 Payment		348.00	
JON109-1211		S+C Dec 2011 Payment		475.00	
JON109-DEP		DEPOSIT		475.00	
17076	12/02/2011	TRINITY PROPERTIES LLC	5098		**14,580.00**
STA102-1211		S+C Dec 2011 Payment		331.00	
THO113-1211		S+C Dec 2011 Payment		363.00	
WAR101-1211		S+C Dec 2011 Payment		337.00	
WES101-1211		S+C Dec 2011 Payment		264.00	
WIN105-1211		S+C Dec 2011 Payment		404.00	
WYA101-1211		S+C Dec 2011 Payment		297.00	
AKI101-1211		S+C Dec 2011 Payment		655.00	
ARN101-1211		S+C Dec 2011 Payment		515.00	
AVE101-1211		S+C Dec 2011 Payment		262.00	
BEL107-1211		S+C Dec 2011 Payment		535.00	
CAR112-1211		S+C Dec 2011 Payment		129.00	
CHA102-1211		S+C Dec 2011 Payment		535.00	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
CHE101-1211		S+C Dec 2011 Payment		347.00	
CHR101-1211		S+C Dec 2011 Payment		342.00	
CLA106-1211		S+C Dec 2011 Payment		463.00	
COT111-1211		S+C Dec 2011 Payment		535.00	
CUN101-1211		S+C Dec 2011 Payment		242.00	
CUN108-1211		S+C Dec 2011 Payment		535.00	
DES101-1211		S+C Dec 2011 Payment		349.00	
HAR102-1211		S+C Dec 2011 Payment		535.00	
HOU107-1211		S+C Dec 2011 Payment		830.00	
HOW101-1211		S+C Dec 2011 Payment		535.00	
JON102-1211		S+C Dec 2011 Payment		655.00	
MAN102-1211		S+C Dec 2011 Payment		343.00	
MCC101-1211		S+C Dec 2011 Payment		535.00	
MIL101-1211		S+C Dec 2011 Payment		226.00	
MOO112-1211		S+C Dec 2011 Payment		535.00	
MOR108-1211		S+C Dec 2011 Payment		378.00	
MYE101-1211		S+C Dec 2011 Payment		343.00	
NEL101-1211		S+C Dec 2011 Payment		535.00	
NOR101-1211		S+C Dec 2011 Payment		373.00	
OSB101-1211		S+C Dec 2011 Payment		343.00	
RIC0810-1211		S+C Dec 2011 Payment		148.00	
SCH110-1211		S+C Dec 2011 Payment		535.00	
SMI101-1211		S+C Dec 2011 Payment		291.00	
17077	12/02/2011	ULTIMATE RENTALS LLC	5125		**645.00**
MAR102-1211		S+C Dec 2011 Payment		645.00	
17078	12/02/2011	WARREN, FRANK R	5298		**363.00**
MON109-1211		S+C Dec 2011 Payment		363.00	
17079	12/02/2011	WHEAT, RANDY	5392		**1,547.00**
DEC101-1211		S+C Dec 2011 Payment		625.00	
MAR103-1211		S+C Dec 2011 Payment		432.00	
SMI103-1211		S+C Dec 2011 Payment		490.00	
17080	12/02/2011	MEDTRAK SERVICES LLC	3330		**106,487.76**
109836	12487			72,501.55	
110369	12487			33,604.85	
110370	12487			381.36	
17081	12/02/2011	TESKE, ALEXANDRA J	7865		**283.20**
15997 2	15997			283.20	
17082	12/02/2011	BECK, PAUL	415		**78.00**
11/20/11 AVBPB		Adult Volleyball		39.00	
11/27/11 AVBPB		Adult Volleyball		39.00	
17083	12/02/2011	POWELL, CARI	7910		**500.00**
15695	15695			500.00	
17084	12/02/2011	CLARK, GEORGIA	955		**262.50**
16476	16476			123.75	
16604	16604			138.75	
17085	12/02/2011	WRISNER, DANIELLE	7773		**45.00**
15538 FINAL	15538			45.00	
17086	12/02/2011	DELAROSA, TINA	6092		**98.00**
15490 FINAL	15490			84.00	
15491 FINAL	15491			14.00	
17087	12/02/2011	EZELL, HARRY	1597		**123.00**
11/20/11 ABBHE		Adult Basketball		51.00	
11/20/11 YVBHE		Youth Volleyball		72.00	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
17088	12/02/2011	KENNEDY, BRIAN	2832		**286.00**
11/20/11 AVBBK		Adult Volleyball		195.00	
11/27/11 AVBBK		Adult Volleyball		91.00	
17089	12/02/2011	MUNOZ, KIMBERLEY ANN	7795		**10.00**
15546 FINAL	15546			10.00	
17090	12/02/2011	REMP, KIMBERLY A	8014		**500.00**
15993	15993			500.00	
17091	12/02/2011	LUNA, NARCISO	3138		**175.00**
11/20/11 ABBNL		Adult Basketball		112.00	
11/20/11 AVBNL		Adult Volleyball		13.00	
11/20/11 YVBNL		Youth Volleyball		50.00	
17092	12/02/2011	LUTTERMAN, ERIC	3144		**113.00**
11/20/11 ABBEL		Adult Basketball		48.00	
11/20/11 AVBEL		Adult Volleyball		65.00	
17093	12/02/2011	BISHOP, MAEGHAN	7977		**850.00**
15939	15939			850.00	
17094	12/02/2011	WHITAKER, MEGAN	7669		**1,000.00**
15797	15797			1,000.00	
17095	12/02/2011	MOCK, CLYDE	3485		**36.00**
11/20/11 AVBCM		Adult Volleyball		27.00	
11/27/11 AVBCM		Adult Volleyball		9.00	
17096	12/02/2011	MOORCROFT, KIM	3503		**60.00**
15907 FINAL	15907			60.00	
17097	12/02/2011	WELBORN, PAYTON M	6945		**90.00**
16116	16116			22.50	
16116 FINAL	16116			22.50	
16119	16119			22.50	
16119 FINAL	16119			22.50	
17098	12/02/2011	RUTTER, PAM	4318		**228.00**
11/20/11 AVBPR		Adult Volleyball		65.00	
11/20/11 YVBPR		Youth Volleyball		72.00	
11/27/11 AVBPR		Adult Volleyball		91.00	
17099	12/02/2011	SALERNO, MICHAEL A	4346		**225.00**
15530 FINAL	15530			75.00	
15535 FINAL	15535			75.00	
16058	16058			75.00	
17100	12/02/2011	AFSCME MISSOURI STATE COUNCIL	83		**1,749.60**
UNA111120214140		Union Dues - AFSCME		32.40	
UNA111120214140		Union Dues - AFSCME		259.20	
UNA111120214140		Union Dues - AFSCME		518.40	
UNA111120214140		Union Dues - AFSCME		615.60	
UNA111120214140		Union Dues - AFSCME		32.40	
UNA111120214140		Union Dues - AFSCME		291.60	
17101	12/02/2011	ALLSTATE WORKPLACE DIV / SHORT	147		**2,121.78**
SD1011120214140		Short-Term Disability EE - PT		40.82	
SD1011120214140		Short-Term Disability EE - PT		17.94	
SD5011120214140		Short-Term Disability EE - AT		623.32	
SD5011120214140		Short-Term Disability EE - AT		19.50	
SD5011120214140		Short-Term Disability EE - AT		112.39	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
SD5011120214140		Short-Term Disability EE - AT		158.35	
SD5011120214140		Short-Term Disability EE - AT		16.90	
SD5011120214140		Short-Term Disability EE - AT		251.56	
SD5011120214140		Short-Term Disability EE - AT		203.14	
SD5011120214140		Short-Term Disability EE - AT		250.66	
SD5011120214140		Short-Term Disability EE - AT		101.67	
SD5011120214140		Short-Term Disability EE - AT		258.45	
SD5011120214140		Short-Term Disability EE - AT		67.08	
17102	12/02/2011	ALLSTATE WORKPLACE DIV/CANCER	148		**4,608.10**
CA1011120214140		Cancer EE Low - PT		319.52	
CA1011120214140		Cancer EE Low - PT		555.34	
CA1011120214140		Cancer EE Low - PT		34.02	
CA1011120214140		Cancer EE Low - PT		36.10	
CA1011120214140		Cancer EE Low - PT		78.32	
CA1011120214140		Cancer EE Low - PT		165.94	
CA1011120214140		Cancer EE Low - PT		65.96	
CA1011120214140		Cancer EE Low - PT		719.20	
CA1011120214140		Cancer EE Low - PT		71.10	
CA1011120214140		Cancer EE Low - PT		171.08	
CA1011120214140		Cancer EE Low - PT		14.44	
CA1111120214140		Cancer EE High - PT		391.08	
CA1111120214140		Cancer EE High - PT		898.16	
CA1111120214140		Cancer EE High - PT		12.28	
CA1111120214140		Cancer EE High - PT		63.48	
CA1111120214140		Cancer EE High - PT		100.32	
CA1111120214140		Cancer EE High - PT		12.28	
CA1111120214140		Cancer EE High - PT		121.48	
CA1111120214140		Cancer EE High - PT		91.44	
CA1111120214140		Cancer EE High - PT		397.88	
CA1111120214140		Cancer EE High - PT		79.16	
CA1111120214140		Cancer EE High - PT		163.80	
CA1111120214140		Cancer EE High - PT		45.72	
17103	12/02/2011	CITY OF TOPEKA FRIENDSHIP FUND	948		**362.30**
FR1011120214140		Friendship Fund		108.00	
FR1011120214140		Friendship Fund		25.00	
FR1011120214140		Friendship Fund		10.00	
FR1011120214140		Friendship Fund		9.00	
FR1011120214140		Friendship Fund		8.00	
FR1011120214140		Friendship Fund		2.00	
FR1011120214140		Friendship Fund		10.00	
FR1011120214140		Friendship Fund		26.00	
FR1011120214140		Friendship Fund		117.50	
FR1011120214140		Friendship Fund		21.80	
FR1011120214140		Friendship Fund		22.00	
FR1011120214140		Friendship Fund		3.00	
17104	12/02/2011	FIREMENS OFF DUTY RELIEF FUND	1676		**2,752.00**
FO1011120214140		Firefighter's Off Duty Relief		2,752.00	
17105	12/02/2011	ING AETNA FINANCIAL SERVICES	2397		**51,847.22**
DC1511120214140		Def Comp EE - Regular Pct		288.09	
DC1511120214140		Def Comp EE - Regular Pct		224.04	
DC1511120214140		Def Comp EE - Regular Pct		40.18	
DC1511120214140		Def Comp EE - Regular Pct		140.56	
DC1511120214140		Def Comp EE - Regular Pct		89.62	
DC9011120214140		Def Comp ER - KP&F Rate		615.32	
DL0111120214140		Def Comp Loan - 1		329.46	
DL0111120214140		Def Comp Loan - 1		1,292.32	
DL0111120214140		Def Comp Loan - 1		140.63	
DL0111120214140		Def Comp Loan - 1		103.21	
DL0111120214140		Def Comp Loan - 1		184.29	
DL0111120214140		Def Comp Loan - 1		50.37	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
DL0111120214140		Def Comp Loan - 1		62.93	
DL0111120214140		Def Comp Loan - 1		971.62	
DL0111120214140		Def Comp Loan - 1		53.43	
DL0111120214140		Def Comp Loan - 1		9.44	
DC1011120214140		Def Comp EE - Regular Amt		6,098.58	
DC1011120214140		Def Comp EE - Regular Amt		14,622.20	
DC1011120214140		Def Comp EE - Regular Amt		300.00	
DC1011120214140		Def Comp EE - Regular Amt		1,192.69	
DC1011120214140		Def Comp EE - Regular Amt		351.54	
DC1011120214140		Def Comp EE - Regular Amt		510.00	
DC1011120214140		Def Comp EE - Regular Amt		1,219.60	
DC1011120214140		Def Comp EE - Regular Amt		653.49	
DC1011120214140		Def Comp EE - Regular Amt		17,062.59	
DC1011120214140		Def Comp EE - Regular Amt		1,632.00	
DC1011120214140		Def Comp EE - Regular Amt		2,296.50	
DC1011120214140		Def Comp EE - Regular Amt		140.00	
DL0211120214140		Def Comp Loan - 2		296.22	
DL0211120214140		Def Comp Loan - 2		97.98	
DL0211120214140		Def Comp Loan - 2		66.63	
DL0211120214140		Def Comp Loan - 2		108.28	
DL0211120214140		Def Comp Loan - 2		437.14	
DL0211120214140		Def Comp Loan - 2		166.27	
17106	12/02/2011	INTERNATIONAL ASSOC OF	2424		**7,226.26**
ADMIN FEE 12/2/1	PAYROLL			-14.22	
UNI1111202141401		Union Dues - IAFF		7,240.48	
17107	12/02/2011	KANSAS ASSOC OF PUBLIC EMPLOYE	2630		**2,829.94**
UNK111120214140		Union Dues - KAPE		811.42	
UNK111120214140		Union Dues - KAPE		31.76	
UNK111120214140		Union Dues - KAPE		48.87	
UNK111120214140		Union Dues - KAPE		127.04	
UNK111120214140		Union Dues - KAPE		31.76	
UNK111120214140		Union Dues - KAPE		207.62	
UNK111120214140		Union Dues - KAPE		466.93	
UNK111120214140		Union Dues - KAPE		547.25	
UNK111120214140		Union Dues - KAPE		557.29	
17108	12/02/2011	KANSAS PAYMENT CENTER	2732		**274.70**
0000000741112021		Child Support - Amt		274.70	
17109	12/02/2011	KANSAS PAYMENT CENTER	2732		**42.94**
0000000831112021		Child Support - Amt		42.94	
17110	12/02/2011	KANSAS PAYMENT CENTER	2732		**149.08**
0000000861112021		Child Support - Amt		149.08	
17111	12/02/2011	KANSAS PAYMENT CENTER	2732		**163.43**
0000000861112021		Child Support - Amt		163.43	
17112	12/02/2011	KANSAS PAYMENT CENTER	2732		**230.84**
0000000961112021		Child Support - Amt		230.84	
17113	12/02/2011	KANSAS PAYMENT CENTER	2732		**190.21**
0000001141112021		Child Support - Amt		190.21	
17114	12/02/2011	KANSAS PAYMENT CENTER	2732		**510.16**
0000001191112021		Child Support - Amt		510.16	
17115	12/02/2011	KANSAS PAYMENT CENTER	2732		**481.53**
0000001451112021		Child Support - Amt		481.53	
17116	12/02/2011	KANSAS PAYMENT CENTER	2732		**177.75**
0000001931112021		Child Support - Amt		177.75	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
17117	12/02/2011	KANSAS PAYMENT CENTER	2732		**102.04**
0000002041112021		Child Support - Amt		102.04	
17118	12/02/2011	KANSAS PAYMENT CENTER	2732		**281.04**
0000002041112021		Child Support - Amt		281.04	
17119	12/02/2011	KANSAS PAYMENT CENTER	2732		**53.08**
0000002421112021		Child Support - Amt		53.08	
17120	12/02/2011	KANSAS PAYMENT CENTER	2732		**131.08**
0000002421112021		Child Support - Amt		131.08	
17121	12/02/2011	KANSAS PAYMENT CENTER	2732		**288.09**
0000002941112021		Child Support - Amt		288.09	
17122	12/02/2011	KANSAS PAYMENT CENTER	2732		**253.92**
0000003181112021		Child Support - Amt		253.92	
17123	12/02/2011	KANSAS PAYMENT CENTER	2732		**800.55**
0000003241112021		Child Support - Amt		800.55	
17124	12/02/2011	KANSAS PAYMENT CENTER	2732		**368.88**
0000003401112021		Child Support - Amt		368.88	
17125	12/02/2011	KANSAS PAYMENT CENTER	2732		**498.61**
0000003431112021		Child Support - Amt		498.61	
17126	12/02/2011	KANSAS PAYMENT CENTER	2732		**183.29**
0000003481112021		Child Support - Amt		183.29	
17127	12/02/2011	KANSAS PAYMENT CENTER	2732		**50.32**
0000003801112021		Child Support - Amt		50.32	
17128	12/02/2011	KANSAS PAYMENT CENTER	2732		**368.88**
0000003851112021		Child Support - Amt		368.88	
17129	12/02/2011	KANSAS PAYMENT CENTER	2732		**169.38**
0000004171112021		Child Support - Amt		169.38	
17130	12/02/2011	KANSAS PAYMENT CENTER	2732		**185.13**
0000004471112021		Child Support - Amt		185.13	
17131	12/02/2011	KANSAS PAYMENT CENTER	2732		**361.85**
0000004521112021		Child Support - Amt		361.85	
17132	12/02/2011	KANSAS PAYMENT CENTER	2732		**198.98**
0000004521112021		Child Support - Amt		198.98	
17133	12/02/2011	KANSAS PAYMENT CENTER	2732		**184.62**
0000004891112021		Child Support - Amt		184.62	
17134	12/02/2011	KANSAS PAYMENT CENTER	2732		**23.08**
0000004891112021		Child Support - Amt		23.08	
17135	12/02/2011	KANSAS PAYMENT CENTER	2732		**164.36**
0000005151112021		Child Support - Amt		164.36	
17136	12/02/2011	KANSAS PAYMENT CENTER	2732		**385.50**
0000005361112021		Child Support - Amt		385.50	
17137	12/02/2011	KANSAS PAYMENT CENTER	2732		**258.54**

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
0000005861112021		Child Support - Amt		258.54	
17138	12/02/2011	KANSAS PAYMENT CENTER	2732		**143.08**
0000005881112021		Child Support - Amt		143.08	
17139	12/02/2011	KANSAS PAYMENT CENTER	2732		**229.46**
0000006191112021		Child Support - Amt		229.46	
17140	12/02/2011	KANSAS PAYMENT CENTER	2732		**74.10**
0000006241112021		Child Support - Amt		74.10	
17141	12/02/2011	KANSAS PAYMENT CENTER	2732		**512.93**
0000006391112021		Child Support - Amt		512.93	
17142	12/02/2011	KANSAS PAYMENT CENTER	2732		**267.69**
0000006411112021		Child Support - Amt		267.69	
17143	12/02/2011	KANSAS PAYMENT CENTER	2732		**415.51**
0000006671112021		Child Support - Amt		415.51	
17144	12/02/2011	KANSAS PAYMENT CENTER	2732		**184.67**
0000007261112021		Child Support - Amt		184.67	
17145	12/02/2011	KANSAS PAYMENT CENTER	2732		**121.88**
0000007321112021		Child Support - Amt		121.88	
17146	12/02/2011	KANSAS PAYMENT CENTER	2732		**415.51**
0000007341112021		Child Support - Amt		415.51	
17147	12/02/2011	KANSAS PAYMENT CENTER	2732		**73.41**
0000007651112021		Child Support - Amt		73.41	
17148	12/02/2011	KANSAS PAYMENT CENTER	2732		**86.31**
0000007741112021		Child Support - Amt		86.31	
17149	12/02/2011	KANSAS PAYMENT CENTER	2732		**122.77**
0000007911112021		Child Support - Amt		122.77	
17150	12/02/2011	KANSAS PAYMENT CENTER	2732		**306.09**
0000008151112021		Child Support - Amt		306.09	
17151	12/02/2011	KANSAS PAYMENT CENTER	2732		**446.45**
0000008271112021		Child Support - Amt		446.45	
17152	12/02/2011	KANSAS PAYMENT CENTER	2732		**46.15**
0000008411112021		Child Support - Amt		46.15	
17153	12/02/2011	KANSAS PAYMENT CENTER	2732		**9.23**
0000008421112021		Child Support - Amt		9.23	
17154	12/02/2011	KANSAS PAYMENT CENTER	2732		**314.31**
0000008631112021		Child Support - Amt		314.31	
17155	12/02/2011	KANSAS PAYMENT CENTER	2732		**238.15**
0000008661112021		Child Support - Amt		238.15	
17156	12/02/2011	KANSAS PAYMENT CENTER	2732		**464.91**
0000009111112021		Child Support - Amt		464.91	
17157	12/02/2011	KANSAS PAYMENT CENTER	2732		**147.23**
0000009241112021		Child Support - Amt		147.23	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
17158	12/02/2011	KANSAS PAYMENT CENTER	2732		**88.64**
0000009361112021		Child Support - Amt		88.64	
17159	12/02/2011	KANSAS PAYMENT CENTER	2732		**304.15**
0000009591112021		Child Support - Amt		304.15	
17160	12/02/2011	KANSAS PAYMENT CENTER	2732		**326.87**
0000009721112021		Child Support - Amt		326.87	
17161	12/02/2011	KANSAS PAYMENT CENTER	2732		**856.88**
0000009821112021		Child Support - Amt		856.88	
17162	12/02/2011	KANSAS PAYMENT CENTER	2732		**351.80**
0000010021112021		Child Support - Amt		351.80	
17163	12/02/2011	KANSAS PAYMENT CENTER	2732		**144.51**
0000010151112021		Child Support - Amt		144.51	
17164	12/02/2011	KANSAS PAYMENT CENTER	2732		**124.15**
0000010221112021		Child Support - Amt		124.15	
17165	12/02/2011	KANSAS PAYMENT CENTER	2732		**235.92**
0000010401112021		Child Support - Amt		235.92	
17166	12/02/2011	KANSAS PAYMENT CENTER	2732		**182.83**
0000010431112021		Child Support - Amt		182.83	
17167	12/02/2011	KANSAS PAYMENT CENTER	2732		**155.54**
0000010561112021		Child Support - Amt		155.54	
17168	12/02/2011	KANSAS PAYMENT CENTER	2732		**221.61**
0000010861112021		Child Support - Amt		221.61	
17169	12/02/2011	KANSAS PAYMENT CENTER	2732		**138.50**
0000010931112021		Child Support - Amt		138.50	
17170	12/02/2011	KANSAS PAYMENT CENTER	2732		**153.69**
0000010931112021		Child Support - Amt		153.69	
17171	12/02/2011	KANSAS PAYMENT CENTER	2732		**392.43**
0000011291112021		Child Support - Amt		392.43	
17172	12/02/2011	KANSAS PAYMENT CENTER	2732		**279.78**
0000011321112021		Child Support - Amt		279.78	
17173	12/02/2011	KANSAS PAYMENT CENTER	2732		**335.64**
0000011811112021		Child Support - Amt		335.64	
17174	12/02/2011	KANSAS PAYMENT CENTER	2732		**158.54**
0000011811112021		Child Support - Amt		158.54	
17175	12/02/2011	KANSAS PAYMENT CENTER	2732		**113.11**
0000011891112021		Child Support - Amt		113.11	
17176	12/02/2011	KANSAS PAYMENT CENTER	2732		**173.54**
0000011891112021		Child Support - Amt		173.54	
17177	12/02/2011	KANSAS PAYMENT CENTER	2732		**369.23**
0000011921112021		Child Support - Amt		369.23	
17178	12/02/2011	KANSAS PAYMENT CENTER	2732		**52.15**
0000011921112021		Child Support - Amt		52.15	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
17179	12/02/2011	KANSAS PAYMENT CENTER	2732		**147.74**
0000011931112021		Child Support - Amt		147.74	
17180	12/02/2011	KANSAS PAYMENT CENTER	2732		**163.38**
0000011931112021		Child Support - Amt		163.38	
17181	12/02/2011	KANSAS PAYMENT CENTER	2732		**56.31**
0000012001112021		Child Support - Amt		56.31	
17182	12/02/2011	KANSAS PAYMENT CENTER	2732		**141.27**
0000018871112021		Child Support - Amt		141.27	
17183	12/02/2011	NATIONAL GUARDIAN LIFE INSURAN	5737		**3,227.90**
14269 REF IA2394	14269			18.64	
VS1011111809342		Vision EE - PT		0.00	
VS1011120214140		Vision EE - PT		462.38	
VS1011120214140		Vision EE - PT		666.09	
VS1011120214140		Vision EE - PT		91.07	
VS1011120214140		Vision EE - PT		84.04	
VS1011120214140		Vision EE - PT		84.12	
VS1011120214140		Vision EE - PT		42.02	
VS1011120214140		Vision EE - PT		128.43	
VS1011120214140		Vision EE - PT		172.82	
VS1011120214140		Vision EE - PT		1,104.85	
VS1011120214140		Vision EE - PT		156.39	
VS1011120214140		Vision EE - PT		168.08	
VS1011120214140		Vision EE - PT		48.97	
17184	12/02/2011	SECURITY BENEFIT GROUP	5742		**18,593.30**
FM1011120214140		FSA Medical Spending EE		3,425.62	
FM1011120214140		FSA Medical Spending EE		3,939.32	
FM1011120214140		FSA Medical Spending EE		186.17	
FM1011120214140		FSA Medical Spending EE		209.88	
FM1011120214140		FSA Medical Spending EE		228.88	
FM1011120214140		FSA Medical Spending EE		532.86	
FM1011120214140		FSA Medical Spending EE		764.10	
FM1011120214140		FSA Medical Spending EE		506.83	
FM1011120214140		FSA Medical Spending EE		4,315.45	
FM1011120214140		FSA Medical Spending EE		668.09	
FM1011120214140		FSA Medical Spending EE		930.58	
FM1011120214140		FSA Medical Spending EE		157.11	
FC1011120214140		FSA Dependent Care EE		384.62	
FC1011120214140		FSA Dependent Care EE		19.24	
FC1011120214140		FSA Dependent Care EE		153.85	
FC1011120214140		FSA Dependent Care EE		1,357.70	
FF1011120214140		FSA Fee ER		171.00	
FF1011120214140		FSA Fee ER		171.00	
FF1011120214140		FSA Fee ER		18.00	
FF1011120214140		FSA Fee ER		21.00	
FF1011120214140		FSA Fee ER		15.00	
FF1011120214140		FSA Fee ER		21.00	
FF1011120214140		FSA Fee ER		42.00	
FF1011120214140		FSA Fee ER		27.00	
FF1011120214140		FSA Fee ER		201.00	
FF1011120214140		FSA Fee ER		42.00	
FF1011120214140		FSA Fee ER		57.00	
FF1011120214140		FSA Fee ER		9.00	
FF1011120214140		FSA Fee ER		18.00	
17185	12/02/2011	UNITED WAY OF GREATER TOPEKA	5157		**566.50**
UW1011120214140		United Way		142.00	
UW1011120214140		United Way		188.50	
UW1011120214140		United Way		4.00	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
UW1011120214140		United Way		20.00	
UW1011120214140		United Way		1.00	
UW1011120214140		United Way		30.00	
UW1011120214140		United Way		33.00	
UW1011120214140		United Way		11.00	
UW1011120214140		United Way		38.00	
UW1011120214140		United Way		30.00	
UW1011120214140		United Way		63.00	
UW1011120214140		United Way		6.00	
17186	12/02/2011	ACE ELECTRIC JONES COMPANY INC	35		**4,000.00**
9511	16253			4,000.00	
17187	12/02/2011	ANDY SCHREINER CONSTRUCTION	224		**2,270.00**
83663	15972			2,270.00	
17188	12/02/2011	BETTIS ASPHALT & CONSTRUCTION	470		**13,568.76**
1110 116	14820			13,568.76	
17189	12/02/2011	C-HAWKK CONSTRUCTION INC	911		**1,133.40**
14942	15097			398.40	
14943	16625			70.20	
14959	15097			509.40	
14960	15097			155.40	
17190	12/02/2011	CAPITAL BELT & SUPPLY INC	776		**25.47**
48574	12152			25.47	
17191	12/02/2011	CAPITAL CITY OIL CO INC	778		**61,471.70**
008361	12761			150.00	
009182	12133			849.97	
009194	12127			39.44	
009198	12133			564.30	
985028	12127			30,610.91	
985846	12127			28,366.39	
DP 513	12127			743.69	
M60162	12206			147.00	
17192	12/02/2011	FLU CON INC	1729		**1,390.27**
8 80270 0	12216			165.81	
I 80268 0	12216			170.36	
I 80287 0	12216			323.08	
P 80143 0	12216			234.59	
P 80184 0	12216			103.48	
P 80196 0	12216			97.87	
P 80262 0	12216			155.14	
P 80275 0	12216			18.17	
P 80295 0	12216			70.90	
P 80314 0	12216			6.74	
P 80346 0	12216			44.13	
17193	12/02/2011	IBT	2377		**71.96**
5692945	12226			2.00	
5696728	12226			69.96	
17194	12/02/2011	LINDYSPRING WATER LLC	3071		**451.75**
185116	12123			419.95	
647183	12858			11.90	
654314	12858			11.90	
665792	12123			8.00	
17195	12/02/2011	M & M EXCAVATING	3157		**9,879.81**
83556	15816			845.00	
83557	15817			1,086.75	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
83810	15885			922.88	
83815	15884			3,784.70	
84197	16137			1,860.38	
84374	16139			1,380.10	
17196	12/02/2011	MID AMERICAN SIGNAL INC	3393		**5,688.00**
11 823	15892			5,688.00	
17197	12/02/2011	SALISBURY SUPPLY COMPANY INC	4352		**259.67**
01028194	15983			-13.95	
01033682	12245			196.00	
01034193	12873			65.98	
01034388	12245			11.64	
17198	12/02/2011	SCHMIDTLEIN EXCAVATING INC	4406		**289,635.43**
10113 33	559422			289,635.43	
17199	12/02/2011	STEVE SCHREINER CONSTRUCTION	4756		**22,902.25**
77074	14641			22,902.25	
17200	12/02/2011	TAZCO INC	4885		**12,855.00**
83195	15748			3,565.30	
83805	15978			9,289.70	
17201	12/02/2011	WHITE STAR MACHINERY & SUPPLY	5408		**3,926.10**
06070734	12454			143.96	
06070875	12454			146.97	
06070910	12260			1,979.72	
06070911	12260			1,560.25	
06070928	12260			67.84	
06071027	12260			12.15	
06071291	12260			15.21	
		Total for Electronic Payments			**2,225,499.97**
Check Payments					
690420	12/02/2011	BERMAN & RABIN PA	7584		**708.23**
0000005561112021		Garnishment - Pct of Net		708.23	
690421	12/02/2011	BERMAN & RABIN PA	7584		**350.04**
0000008671112021		Garnishment - Pct of Net		350.04	
690422	12/02/2011	BRUMLEY LAW OFFICE	679		**9,900.00**
WCCOT201000957	16703			9,900.00	
690423	12/02/2011	BUTLER & ASSOCIATES PA	730		**224.06**
0000008421112021		Garnishment - Pct of Net		224.06	
690424	12/02/2011	CAVANAUGH AND LEMON PA	849		**60.00**
35883	559968			60.00	
690425	12/02/2011	GAY, RIORDAN, FINCHER, MUNSON	7946		**38.33**
0000004521112021		Garnishment - Pct of Net		38.33	
690426	12/02/2011	H KENT HOLLINS ATTORNEY AT LAW	6502		**135.11**
0000010031112021		Garnishment - Pct of Net		135.11	
690427	12/02/2011	H KENT HOLLINS ATTORNEY AT LAW	6502		**135.10**
0000010031112021		Garnishment - Pct of Net		135.10	
690428	12/02/2011	H KENT HOLLINS ATTORNEY AT LAW	6502		**214.65**
0000007131112021		Garnishment - Pct of Net		214.65	
690429	12/02/2011	HENSON HUTTON MUDRICK &	2199		**2,510.20**

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number		Check Amount
26812	14599		2,510.20	
690430	12/02/2011	HOOVER, ANN	6506	**1,052.93**
15176 3 ACCT 110(	15176		1,052.93	
690431	12/02/2011	SHELOR, JERRY	4531	**50.00**
RALSTON		WCCOT2010009395	50.00	
690432	12/02/2011	ENVISTA CREDIT UNION	8122	**1,405.00**
16621	16621		1,405.00	
690433	12/02/2011	MILDRED E BOWERS-LOUGHMILLER	8123	**1,160.00**
16622	16622		1,160.00	
690434	12/02/2011	METZGER, LAVON E	8117	**102.26**
FRANCHISE FEE-8	FRANCHISE FEE		102.26	
690435	12/02/2011	SOUDERS, BETTY L	4662	**52.60**
FRANCHISE FEE-4	FRANCHISE FEE		52.60	
690436	12/02/2011	A & A AUTO AND TRUCK PARTS INC	10	**15.00**
01308969	12192		15.00	
690437	12/02/2011	ACTION SIGNS TO GO	43	**75.00**
45347	12194		75.00	
690438	12/02/2011	ASSOCIATION OF ZOOS AND	279	**1,700.00**
15810 DOMAN KIM	15810		850.00	
15810 GUFFEY WF	15810		850.00	
690439	12/02/2011	AT&T GLOBAL SERVICES	286	**5,871.90**
SB683008	14762		495.00	
SB683366	558783		4,333.89	
SW107320	558783		1,043.01	
690440	12/02/2011	BAKER ENVIRONMENTAL CONSULTING	347	**200.00**
LHRAR121611 01	16667		200.00	
690441	12/02/2011	BERKLEY RISK ADMINISTRATORS CO	458	**1,114.00**
PD11/12-WC15810	15782		1,114.00	
690442	12/02/2011	BOZARTH CHEVROLET	578	**49.75**
598522	12201		49.75	
690443	12/02/2011	BRIDGESTONE FIRESTONE NORTH	617	**20.00**
526 6444	12202		20.00	
690444	12/02/2011	BRIGGS DODGE INC	621	**28.00**
92176	12203		14.00	
92178	12203		14.00	
690445	12/02/2011	C & C PRODUCE	7788	**325.50**
445613	15708		325.50	
690446	12/02/2011	CARQUEST OF TOPEKA	814	**967.33**
2261 114151	12134		962.94	
2261 114407	12207		4.39	
690447	12/02/2011	CBS MANHATTAN LLC	854	**728.76**
S909820 IN	12917		480.00	
S909822 IN	12917		248.76	
690448	12/02/2011	CLAIBORN & ASSOCIATES INC	1742	**435.00**

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
16594 7/19/11	16594			50.00	
16594 NOV 11	16594			385.00	
690449	12/02/2011	CONRAD FIRE EQUIPMENT INC	1073		**1,663.32**
474485	12141			507.23	
474526	12208			330.46	
474596	12208			77.76	
474616	12208			90.61	
474627	12823			657.26	
690450	12/02/2011	COPOLOGIC INC	7829		**22,500.00**
2011 071	16660			22,500.00	
690451	12/02/2011	COREFIRST BANK & TRUST	1111		**4,580.38**
NOVEMBER 2011	16688			4,580.38	
690452	12/02/2011	COYOTE CANYON	1153		**72.03**
71717	12591			41.16	
71727	12591			30.87	
690453	12/02/2011	DAMRON, STEPHEN C	1241		**706.00**
12935 NOV 11	12935			706.00	
690454	12/02/2011	SMITH, DAVID S	8119		**2,000.00**
DEPO-J BRYANT	16652			2,000.00	
690455	12/02/2011	DEBACKERS INC	1292		**2,770.77**
124722	16421			2,770.77	
690456	12/02/2011	DENNYS RESTAURANT INC	1329		**258.83**
130521	12589			9.78	
242791	12589			38.92	
242935	12589			30.34	
242970	12589			37.83	
243177	12589			30.56	
386872	12589			15.98	
387174	12589			24.95	
387523	12589			10.28	
387822	12589			29.94	
387973	12589			30.25	
690457	12/02/2011	DRAKE-SCRUGGS EQUIPMENT	5843		**408.63**
0050628 IN	12265			408.63	
690458	12/02/2011	FACTORY MOTOR PARTS COMPANY	5676		**2,272.36**
2 3102724	12262			158.71	
8 501845	12262			134.88	
8 501923	12188			499.50	
8 502134	12188			58.71	
8 502157	12262			153.31	
8 502183	12262			332.71	
8 502197	12262			59.50	
8 502354	12262			27.48	
8 502376	12262			22.52	
8 502462	12188			209.82	
8 502619	12262			51.71	
8 502620	12188			170.13	
8 502621	12188			393.38	
690459	12/02/2011	FEDEX	1632		**7.13**
7 697 07594	12379			7.13	
690460	12/02/2011	FRIENDS OF THE FREE STATE	1793		**24,000.00**

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
2009 1	558319			24,000.00	
690461	12/02/2011	GALAXY GLASS INC	1824		**45,200.00**
1953	13234			45,200.00	
690462	12/02/2011	GALLS INC	1829		**229.47**
511746716	16382			229.47	
690463	12/02/2011	GARDNER ROOFING INC	7969		**660.00**
3731	16605			660.00	
690464	12/02/2011	MCDANIEL, GINGER GAIL	8114		**246.32**
MILEAGE REIMB 2		WCCOT2008008904		246.32	
690465	12/02/2011	GOLDEN CORRAL	1921		**236.67**
275316	12590			41.16	
275327	12590			30.87	
275332	12590			41.16	
275333	12590			41.16	
275334	12590			41.16	
286202	12590			41.16	
690466	12/02/2011	HAT WORLD INC	7522		**824.55**
1892384	14570			609.45	
1892384 1	14570			179.25	
1892384 2	14570			35.85	
690467	12/02/2011	HERRMAN'S EXCAVATING INC	2218		**50,636.97**
10102 10	10102			41,784.77	
15236 FINAL	15236			8,852.20	
690468	12/02/2011	HI-TECH ANTIFREEZE RECYCLING	7187		**178.75**
22653	13657			178.75	
690469	12/02/2011	HW LOCHNER INC	7510		**456.32**
010050431 8	13992			456.32	
690470	12/02/2011	INFO-TECH RESEARCH GROUP INC	7180		**4,750.00**
163408	16100			4,750.00	
690471	12/02/2011	INFORMATION NETWORK OF KANSAS	2395		**49.44**
336404	10307			15.45	
339538	10307			33.99	
690472	12/02/2011	JACOBSON ASBESTOS COMPANY	2487		**75.00**
26 11	12381			75.00	
690473	12/02/2011	JAY'S UNIFORMS	2504		**71.80**
20186	13700			71.80	
690474	12/02/2011	JIMS TRAILER SALES	2533		**662.20**
150683	12228			640.00	
150685	12228			11.96	
150690	12228			3.56	
227062	12228			6.68	
690475	12/02/2011	KACM	2614		**150.00**
11 3093	16609			150.00	
690476	12/02/2011	KANSAS AUTOMOTIVE INC	2639		**1,435.91**
2442968	12231			51.72	
2442984	12231			-25.86	
2443387	12231			2.52	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
2443419	12231			54.00	
2443515	12231			72.54	
2443547	12231			10.12	
2443597	12288			32.36	
2443638	12288			6.63	
2443641	12231			3.40	
2443890	12231			3.08	
2443914	12231			3.27	
2443986	12288			50.66	
2444000	12231			2.27	
2444048	12231			8.48	
2444059	12231			273.77	
2444093	12164			212.73	
2444095	12164			13.05	
2444199	12231			41.56	
2444296	12231			3.68	
2444343	12231			25.86	
2444383	12231			48.91	
2444412	12231			4.16	
2444501	12231			10.38	
2444513	12231			-23.33	
2444593	12231			170.98	
2444725	12231			-40.00	
2444843	12164			25.28	
2444863	12231			5.63	
2444915	12231			8.63	
2444923	12231			148.40	
2444946	12288			4.71	
2444971	12231			52.64	
2445000	12231			13.17	
2445084	12231			9.88	
2445259	12231			87.29	
2445356	12231			4.14	
2445361	12231			46.62	
2445399	12164			37.90	
2445526	12164			6.51	
2445527	12164			5.60	
2431360	12231			-53.04	
2433297	12231			15.61	
690477	12/02/2011	KANSAS CITY FREIGHTLINER SALES	2654		**109.86**
26292K	12232			109.86	
690478	12/02/2011	KANSAS DEPARTMENT OF REVENUE	6574		**359.62**
0000005581112021		Garnishment - Pct of Net		359.62	
690479	12/02/2011	KANSAS DEPARTMENT OF REVENUE	6574		**453.16**
0000008591112021		Garnishment - Pct of Net		453.16	
690480	12/02/2011	KANSAS POWERTRAIN &	6935		**1,509.16**
5524	12191			754.58	
5544	12191			754.58	
690481	12/02/2011	KANSAS STATE HISTORICAL	2756		**16.00**
16618	16618			16.00	
690482	12/02/2011	KROGER-DILLON CUSTOMER CHARGES	2918		**83.82**
1011082879	16569			83.82	
690483	12/02/2011	LAIRD NOLLER FORD INC	2939		**696.25**
1091571	12236			127.68	
1091665	12236			13.00	
1091816	12236			23.60	
1091819	12236			311.77	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
1091907	12236			31.52	
1091909	12236			17.49	
1091922	12236			18.17	
1091981	12167			153.02	
690484	12/02/2011	LANE CONSTRUCTORS JV	7445		**114,971.44**
11 04	14389			114,971.44	
690485	12/02/2011	LEAGUE OF KANSAS	3010		**18.50**
11 2543	16610			18.50	
690486	12/02/2011	LEE'S TRUCK INC	3021		**90.96**
21511	12237			57.02	
21514	12237			33.94	
690487	12/02/2011	LOVES ENTERPRISES	3112		**3,730.00**
85428	16136			1,125.00	
86102	16494			2,605.00	
690488	12/02/2011	LOWER HEATING & A/C INC	3119		**8,562.33**
70464	15053			6,300.00	
72219	16539			1,429.59	
73563	16536			832.74	
690489	12/02/2011	MID AMERICA REGIONAL CRIME	7133		**30.00**
16507 ANDERSON	16507			30.00	
690490	12/02/2011	MIGHTY OF NE KANSAS	3422		**26.76**
32693	12169			26.76	
690491	12/02/2011	MILL VALLEY CONSTRUCTION INC	7153		**41,470.00**
5441	13235			41,470.00	
690492	12/02/2011	MOTHERS AGAINST DRUNK DRIVING	3544		**220.00**
12950 NOV 2011	12950			220.00	
690493	12/02/2011	MOUNTAIN TOP ENTERPRISES LLC	7974		**19,992.55**
2670 1 455	15841			19,992.55	
690494	12/02/2011	RB ENTERPRISES INC	8112		**15,000.00**
4455	16565			5,000.00	
4456	16565			5,000.00	
4457	16565			5,000.00	
690495	12/02/2011	RFB CONSTRUCTION CO INC	4187		**5,000.00**
1053 FINAL	557845			5,000.00	
690496	12/02/2011	S P KINNEY ENGINEERS INC	7787		**469.00**
19323V	15095			469.00	
690497	12/02/2011	SAFELITE FULFILLMENT INC	6839		**146.46**
00687 127210	12268			146.46	
690498	12/02/2011	SHAWNEE COUNTY CLERK OF THE	4498		**400.00**
CASE #10 CR 1662	DE			400.00	
690499	12/02/2011	SHAWNEE COUNTY REGISTER DEEDS	4519		**67.00**
12314 21	12314			67.00	
690500	12/02/2011	SHIRLEY CONSTRUCTION INC	7565		**26,797.50**
15840 1	15840			26,797.50	
690501	12/02/2011	SIEMENS INDUSTRY INC	7914		**9,863.19**

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
900439831	16511			9,863.19	
690502	12/02/2011	SIMILAR MODE UNIFORMS INC	4563		**116.15**
47791	16107			116.15	
690503	12/02/2011	STANDARD BATTERY INC	4718		**573.25**
R020955	12180			113.04	
K93075	12180			347.26	
K93085	12180			112.95	
690504	12/02/2011	SUTHERLAND'S	8120		**37.60**
CR 2000 0033749 F	BJ BROOKS SR			37.60	
690505	12/02/2011	SYMBOLARTS	4849		**121.76**
0153769 IN	15270			116.00	
0154167 IN DISC E	15270			5.76	
690506	12/02/2011	TEAM OFFICE	4890		**459.00**
2011 4447	16599			459.00	
690507	12/02/2011	THE TIRE CUTTERS	5633		**407.80**
1392	14827			407.80	
690508	12/02/2011	TOPEKA FOUNDRY & IRON WORKS IN	5029		**56.56**
876 BS12	12250			56.56	
690509	12/02/2011	TOPEKA GENERATOR EXCHANGE	5030		**365.95**
35174	12251			365.95	
690510	12/02/2011	U S INK AND TONER INC	5116		**547.34**
6010349	16204			547.34	
690511	12/02/2011	URS CORPORATION	5172		**6,558.75**
4890995	15351			6,558.75	
690512	12/02/2011	WEIGHT WATCHERS NORTH	7994		**641.74**
WW101112021414(		Weight Watchers		437.55	
WW101112021414(		Weight Watchers		58.34	
WW101112021414(		Weight Watchers		29.17	
WW101112021414(		Weight Watchers		116.68	
690513	12/02/2011	WESTAR ENERGY	5376		**41,028.90**
9391107126.11.11	WESTAR			13,578.54	
0165524685.11.11	WESTAR			96.92	
0306303686.11.11	WESTAR			5,739.26	
7222261768.11.11	WESTAR			74.32	
7391817447.11.11	WESTAR			24.23	
9673824013.11.11	WESTAR			21,515.63	
690514	12/02/2011	WOOD VALLEY RACQUET CLUB & FIT	5523		**2,916.67**
41041	CONTRACT			2,916.67	
690515	12/02/2011	AREA, ROBERT E	250		**2,699.00**
KEG101-1211		S+C Dec 2011 Payment		525.00	
KIT101-1211		S+C Dec 2011 Payment		491.00	
MCK101-1111		S+C Nov 2011 Payment		433.00	
MCK101-1211		S+C Dec 2011 Payment		650.00	
MCK101-DEP		DEPOSIT		600.00	
690516	12/02/2011	B & W INVESTMENT PROPERTIES	7657		**1,020.00**
JON110-1211		S+C Dec 2011 Payment		345.00	
MCL101-1211		S+C Dec 2011 Payment		330.00	
PAT101-1211		S+C Dec 2011 Payment		345.00	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
690517	12/02/2011	BENAKA, THOMAS R	436		**817.00**
SHO1023-1211		S+C Dec 2011 Payment		280.00	
SMI102-1211		S+C Dec 2011 Payment		537.00	
690518	12/02/2011	BENTWOOD PLACE APT	451		**1,354.00**
LOY101-1211		S+C Dec 2011 Payment		459.00	
MAP101-1211		S+C Dec 2011 Payment		420.00	
PEO101-1211		S+C Dec 2011 Payment		475.00	
690519	12/02/2011	BREAKTHROUGH HOUSE INC	599		**179.00**
COFF104-1211		S+C Dec 2011 Payment		179.00	
690520	12/02/2011	BRIAN CULLISS	6371		**331.00**
KIN1048-1211		S+C Dec 2011 Payment		331.00	
690521	12/02/2011	BRITTANY PLACE	626		**311.00**
GOM105-1211		S+C Dec 2011 Payment		311.00	
690522	12/02/2011	BROOKWOOD TERRACE APARTMENTS	644		**1,764.00**
GRE101-1211		S+C Dec 2011 Payment		328.00	
HAU1011-1211		S+C Dec 2011 Payment		288.00	
HEN1013-1211		S+C Dec 2011 Payment		275.00	
HUB1014-1211		S+C Dec 2011 Payment		267.00	
OLS1015-1211		S+C Dec 2011 Payment		320.00	
PFA1016-1211		S+C Dec 2011 Payment		286.00	
690523	12/02/2011	BENSON INVESTMENTS	7387		**485.00**
MUZ101-1211		S+C Dec 2011 Payment		485.00	
690524	12/02/2011	RASMUSSEN, CONNIE	7984		**450.00**
LIT110-1211		S+C Dec 2011 Payment		450.00	
690525	12/02/2011	CORNERSTONE APARTMENTS LP	7173		**287.00**
LAD1024-1211		S+C Dec 2011 Payment		287.00	
690526	12/02/2011	CORNERSTONE OF TOPEKA INC	1117		**2,390.00**
BRO1019-1211		S+C Dec 2011 Payment		61.00	
DEL1020-1211		S+C Dec 2011 Payment		410.00	
DON1021-1211		S+C Dec 2011 Payment		131.00	
GOO110-1211		S+C Dec 2011 Payment		244.00	
LAN1096-1211		S+C Dec 2011 Payment		335.00	
NOR1027-1211		S+C Dec 2011 Payment		385.00	
PRI1029-1211		S+C Dec 2011 Payment		470.00	
RID1031-1211		S+C Dec 2011 Payment		33.00	
SIM105-1211		S+C Dec 2011 Payment		259.00	
THO110-1211		S+C Dec 2011 Payment		62.00	
690527	12/02/2011	COX, WILLIAM	1151		**750.00**
KIM1032-1211		S+C Dec 2011 Payment		750.00	
690528	12/02/2011	CUEVAS, EMILIO	1197		**1,084.00**
HIG1047-1211		S+C Dec 2011 Payment		41.00	
MCC103-1111		S+C Nov 2011 Payment		293.00	
MCC103-1211		S+C Dec 2011 Payment		400.00	
MCC103-DEP		DEPOSIT		350.00	
690529	12/02/2011	DCAL LLC	1287		**241.00**
MCM101-1211		S+C Dec 2011 Payment		241.00	
690530	12/02/2011	DONALD HANRAHAN	6407		**935.00**
RAD1080-1211		S+C Dec 2011 Payment		392.00	
TEA101-1211		S+C Dec 2011 Payment		543.00	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
690531	12/02/2011	DOROTHY S HILL ESTATE	1388		**271.00**
THE101-1211		S+C Dec 2011 Payment		271.00	
690532	12/02/2011	DURST RENTALS LLC	1452		**233.00**
JAC1056-1211		S+C Dec 2011 Payment		233.00	
690533	12/02/2011	ELDER, JERRY	1501		**566.00**
RAY1057-1211		S+C Dec 2011 Payment		566.00	
690534	12/02/2011	EMBASSY ASSOCIATES LP	1462		**2,901.00**
ALC1048-1211		S+C Dec 2011 Payment		510.00	
BIS1050-1211		S+C Dec 2011 Payment		525.00	
FRA101-1211		S+C Dec 2011 Payment		343.00	
MAR110-1211		S+C Dec 2011 Payment		363.00	
PEN0810-1211		S+C Dec 2011 Payment		535.00	
STO0811-1211		S+C Dec 2011 Payment		330.00	
WOE1058-1211		S+C Dec 2011 Payment		295.00	
690535	12/02/2011	FAIRLAWN PARTNERS LLC	7176		**1,809.00**
FRI1060-1211		S+C Dec 2011 Payment		561.00	
HUG1061-1211		S+C Dec 2011 Payment		265.00	
RUS1062-1211		S+C Dec 2011 Payment		256.00	
SIS1063-1211		S+C Dec 2011 Payment		346.00	
THO1065-1211		S+C Dec 2011 Payment		381.00	
690536	12/02/2011	GAMETIME LIVING	8020		**676.00**
BIL1074-1211		S+C Dec 2011 Payment		676.00	
690537	12/02/2011	GRACE, BERNARD J	1957		**438.00**
SPR1078-1211		S+C Dec 2011 Payment		438.00	
690538	12/02/2011	HILLMER, JOYCE	7729		**500.00**
FRE101-1211		S+C Dec 2011 Payment		500.00	
690539	12/02/2011	KANSAS GAS SERVICE INC	2708		**43.00**
BEA103-1111G		1815 SE 24TH ST		43.00	
690540	12/02/2011	KANSAS GAS SERVICE INC	2708		**66.00**
BEA103-1211G		1815 SE 24TH ST		66.00	
690541	12/02/2011	KANSAS GAS SERVICE INC	2708		**89.00**
CRA107-1211G		3011 SE MICHIGAN		89.00	
690542	12/02/2011	KANSAS GAS SERVICE INC	2708		**100.00**
GRI104-1211G		3213 SE BRYANT		100.00	
690543	12/02/2011	KANSAS GAS SERVICE INC	2708		**32.00**
HAY1065-1211G		3911 SE TRUMAN		32.00	
690544	12/02/2011	KANSAS GAS SERVICE INC	2708		**40.00**
JOH103-1211G		5991 SW 22ND PARK #24		40.00	
690545	12/02/2011	KANSAS GAS SERVICE INC	2708		**59.00**
JON109-1111G		313 SW 13TH ST		59.00	
690546	12/02/2011	KANSAS GAS SERVICE INC	2708		**80.00**
JON109-1211G		313 SW 13TH ST		80.00	
690547	12/02/2011	KANSAS GAS SERVICE INC	2708		**29.00**
KNI106-1211G		2124 SE 12TH STREET #A		29.00	
690548	12/02/2011	KANSAS GAS SERVICE INC	2708		**45.00**

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
KOZ1041-1211G		1307 SW HARRISON #16		45.00	
690549	12/02/2011	KANSAS GAS SERVICE INC	2708		**59.00**
MAR102-1211G		1827 NW TYLER		59.00	
690550	12/02/2011	KANSAS GAS SERVICE INC	2708		**165.00**
NOR1027-1211G		1402 SE 27TH STREET		165.00	
690551	12/02/2011	KANSAS GAS SERVICE INC	2708		**82.00**
RAY1057-1211G		431 NE WILSON		82.00	
690552	12/02/2011	KANSAS GAS SERVICE INC	2708		**76.00**
REE103-1211G		5529 SW 13TH STREET		76.00	
690553	12/02/2011	KANSAS GAS SERVICE INC	2708		**91.00**
SCH105-1211G		1015 SW 16TH STREET		91.00	
690554	12/02/2011	KANSAS GAS SERVICE INC	2708		**79.00**
SNO1097-1211G		1170 SW WOODHULL #13		79.00	
690555	12/02/2011	KANSAS GAS SERVICE INC	2708		**108.00**
WAL108-1211G		217 NE GRANT		108.00	
690556	12/02/2011	KANSAS GAS SERVICE INC	2708		**98.00**
WIL1047-1211G		810 SE EASTGATE		98.00	
690557	12/02/2011	KANSAS GAS SERVICE INC	2708		**45.00**
WIL1090-1211G		5985 SW 22ND PARK #4		45.00	
690558	12/02/2011	KEY ASSOCIATES	2846		**425.00**
SNO1097-1211		S+C Dec 2011 Payment		425.00	
690559	12/02/2011	LENTZ, MARILYN	3033		**362.00**
JES101-1211		S+C Dec 2011 Payment		362.00	
690560	12/02/2011	GUERRERO II, MARIO	7150		**291.00**
ROO101-1211		S+C Dec 2011 Payment		291.00	
690561	12/02/2011	FRIEDEN, MARK C	7189		**625.00**
HAY1065-1211		S+C Dec 2011 Payment		625.00	
690562	12/02/2011	MEDFORD PROPERTY MANAGEMENT IN	6791		**334.00**
WIL104-1211		S+C Dec 2011 Payment		334.00	
690563	12/02/2011	OAKWOOD MANOR L P	3719		**196.00**
COO106-1211		S+C Dec 2011 Payment		196.00	
690564	12/02/2011	PARKLANE PROPERTIES LLC	3822		**465.00**
CRA107-1211		S+C Dec 2011 Payment		465.00	
690565	12/02/2011	PETERSEN, LONNIE	3909		**340.00**
SHA1042-1211		S+C Dec 2011 Payment		340.00	
690566	12/02/2011	PIONEER ADAMS TOWNE HOMES LP	6957		**776.00**
BEN1076-1211		S+C Dec 2011 Payment		342.00	
POR101-1211		S+C Dec 2011 Payment		434.00	
690567	12/02/2011	PIONEER OLDE TOWN APARTMENTS	3944		**1,042.00**
DAU0810-1211		S+C Dec 2011 Payment		275.00	
JOH1044-1211		S+C Dec 2011 Payment		97.00	
KIN106-1211		S+C Dec 2011 Payment		670.00	
690568	12/02/2011	POORE, JAY	6395		**1,078.00**

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
COR1046-1211		S+C Dec 2011 Payment		613.00	
SCH105-1211		S+C Dec 2011 Payment		465.00	
690569	12/02/2011	RAK INVESTMENTS II LLC	7908		**500.00**
GRI104-1211		S+C Dec 2011 Payment		500.00	
690570	12/02/2011	RENTAL MANAGEMENT SOLUTIONS LL	4176		**1,956.00**
ALE1033-1211		S+C Dec 2011 Payment		210.00	
HAR1040-1211		S+C Dec 2011 Payment		257.00	
PAR1062-1211		S+C Dec 2011 Payment		156.00	
PIK1063-1211		S+C Dec 2011 Payment		575.00	
SMA1044-1211		S+C Dec 2011 Payment		243.00	
SMI1046-1211		S+C Dec 2011 Payment		515.00	
690571	12/02/2011	LAIRD SR, RICHARD D	6519		**600.00**
REE103-1211		S+C Dec 2011 Payment		600.00	
690572	12/02/2011	RODENBAUGH, DANIEL	4261		**238.00**
HAN1069-1211		S+C Dec 2011 Payment		238.00	
690573	12/02/2011	SANTE FE PLACE APARTMENTS	4374		**579.00**
HAR1071-1211		S+C Dec 2011 Payment		271.00	
SER105-1211		S+C Dec 2011 Payment		308.00	
690574	12/02/2011	SHAWNEE MANAGEMENT LLC	7828		**1,004.00**
HOS109-1211		S+C Dec 2011 Payment		179.00	
SCH1037-1211		S+C Dec 2011 Payment		375.00	
WAL108-1211		S+C Dec 2011 Payment		450.00	
690575	12/02/2011	SOMERSET MANAGEMENT COMPANY LL	4657		**1,531.00**
ANH1076-1211		S+C Dec 2011 Payment		232.00	
ATK1077-1211		S+C Dec 2011 Payment		425.00	
CAR108-1211		S+C Dec 2011 Payment		158.00	
HAY1093-1211		S+C Dec 2011 Payment		291.00	
PAN101-1211		S+C Dec 2011 Payment		425.00	
690576	12/02/2011	SOUTHBROOK APARTMENTS	4666		**475.00**
HER101-1211		S+C Dec 2011 Payment		475.00	
690577	12/02/2011	SOUTHBROOK II	4667		**218.00**
BEL101-1211		S+C Dec 2011 Payment		218.00	
690578	12/02/2011	ST GREGORY LLC	4712		**1,164.00**
BAL108-1211		S+C Dec 2011 Payment		283.00	
GRA0810-1211		S+C Dec 2011 Payment		266.00	
HER1094-1211		S+C Dec 2011 Payment		146.00	
MCF101-1211		S+C Dec 2011 Payment		236.00	
WAL106-1211		S+C Dec 2011 Payment		233.00	
690579	12/02/2011	TAYLOR, ELIZABETH	4881		**1,585.00**
BIN101-1211		S+C Dec 2011 Payment		535.00	
CLA101-1211		S+C Dec 2011 Payment		535.00	
SCO102-1211		S+C Dec 2011 Payment		515.00	
690580	12/02/2011	BEAVER, TINENE	8113		**1,693.00**
BEA103-1111		S+C Nov 2011 Payment		423.00	
BEA103-1211		S+C Dec 2011 Payment		635.00	
BEA103-DEP		DEPOSIT		635.00	
690581	12/02/2011	TOPEKA INVESTMENT & MGT	3168		**1,282.00**
HED103-1211		S+C Dec 2011 Payment		97.00	
PRY104-1211		S+C Dec 2011 Payment		395.00	
RIE106-1211		S+C Dec 2011 Payment		395.00	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
SIE107-1211		S+C Dec 2011 Payment		395.00	
690582	12/02/2011	TOPEKA RENTALS LLC	5046		**1,669.00**
BER107-1211		S+C Dec 2011 Payment		324.00	
DOM101-1211		S+C Dec 2011 Payment		190.00	
HAG101-1211		S+C Dec 2011 Payment		322.00	
MAR1095-1211		S+C Dec 2011 Payment		308.00	
MON106-1211		S+C Dec 2011 Payment		525.00	
690583	12/02/2011	WESTAR ENERGY	5377		**3,975.00**
AKI101-1211E		2332 SE KENTUCKY		85.00	
ALL101-1211E		324 SW FRANKLIN		21.00	
ARN101-1211E		3507 SW 29TH TERR #2		35.00	
BEA103-1111E		1815 SE 24TH ST		44.00	
BEA103-1211E		1815 SE 24TH ST		67.00	
BRI106-1211E		1243 SW WESTERN A18		75.00	
BUR101-1211E		1306 SW HARRISON #9		70.00	
CRA107-1211E		3011 SE MICHIGAN		89.00	
CUL102-1211E		3623 SE 37TH STREET		92.00	
DEC101-1211E		1712 SE 23RD STREET		8.00	
EDM1038-1211E		1301 SW HARRISON #C22		45.00	
FRE101-1211E		827 SW WATSON AVENUE		44.00	
FRE1039-1211E		1306 SW HARRISON #C34		110.00	
GRI104-1211E		3213 SE BRYANT		100.00	
HIL1027-1211E		3960 SW TWILIGHT CT #201		126.00	
JAM1010-1211E		105 SW HILLSDALE		100.00	
JOH103-1211E		5991 SW 22ND PARK #24		60.00	
JOH115-1211E		2143 SE 12TH STREET		64.00	
JON109-1111E		313 SW 13TH ST		59.00	
JON109-1211E		313 SW 13TH ST		81.00	
JON110-1211E		800 SW Polk #29		65.00	
KIM1032-1211E		2749 SW BELLE		216.00	
KIN106-1211E		800SW 8TH #2		77.00	
KNI106-1211E		2124 SE 12TH STREET #A		29.00	
KOZ1041-1211E		1307 SW HARRISON #16		45.00	
LAN1096-1211E		1035 SW WOODWARD		2.00	
LUT103-1211E		2249 SW WESTPORT #5		90.00	
MAP101-1211E		426 SE ARTER #12		105.00	
MAR102-1211E		1827 NW TYLER		60.00	
MCC103-1111E		1601 N CENTRAL PARK #3		73.00	
MCC103-1211E		1601 N CENTRAL PARK #3		100.00	
MCG1031-1211E		3120 SW TWILIGHT CT #206		68.00	
MCL101-1211E		816 SW POLK #7		179.00	
MUZ101-1211E		3750 SW PARK SOUTH CT. #6		8.00	
PAT101-1211E		800 SW POLK #19		57.00	
PEO101-1211E		440 SE ARTER #3		150.00	
PIK1063-1211E		207 SE 17TH STREET		153.00	
POR101-1211E		2105 PIONEER WAY #C		70.00	
PRI1029-1211E		1645 SW WESTERN		40.00	
PRY104-1211E		1516 SW 17TH STREET #5		60.00	
RAY1057-1211E		431 NE WILSON		81.00	
REE103-1211E		5529 SW 13TH STREET		76.00	
REI110-1211E		3418 SW TARA		71.00	
RIE106-1211E		1514 SW 17TH STREET #3		60.00	
SCH1037-1211E		1015 SW GARFIELD #24		50.00	
SCH105-1211E		1015 SW 16TH STREET		90.00	
SIE107-1211E		1514 SW 17TH STREET #4		50.00	
SMI1094-1211E		1339 SW BUCHANAN #4		100.00	
SMI110-1211E		3121 SW TWILIGHT CT #203		70.00	
WAL108-1211E		217 NE GRANT		108.00	
WEL1035-1211E		3222 SW TWILIGHT CT. #203		56.00	
WIL1047-1211E		810 SE EASTGATE		97.00	
WIL1090-1211E		5985 SW 22ND PARK #4		44.00	
690584	12/02/2011	WOLFE, JO ANN	5517		**290.00**

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
ALL104-1211		S+C Dec 2011 Payment		290.00	
690585	12/02/2011	APPINO & BIGGS REPORTING SERVI	242		**389.60**
67792		WCCOT2010009540		389.60	
690586	12/02/2011	ARC REHABILITATION SVS LLC	294		**4,166.81**
245708X33558		WCCOT2011009819		63.77	
245709X33558		WCCOT2009009192		96.69	
245915X33605		WCCOT2011009794		83.34	
246242X33741		WCCOT2011009819		134.62	
246455X33820		WCCOT2011009794		118.77	
246646X34234		WCCOT2011009828		101.92	
246742X33863		WCCOT2011009794		118.77	
246897X33861		WCCOT2010009366		132.12	
246922X34234		WCCOT2011009828		87.52	
246982X33860		WCCOT2011009733		184.03	
247125X33885		WCCOT2011009855		137.42	
247303X33912		WCCOT2011009794		120.87	
247425X33913		WCCOT2011009733		85.44	
247437X33909		WCCOT2010009366		75.85	
247651X34234		WCCOT2011009828		87.52	
247747X33956		WCCOT2010009366		108.78	
247784X33957		WCCOT2011009855		131.71	
247919X34011		WCCOT2011009794		120.87	
247993X34012		WCCOT2011009733		85.44	
248079X34010		WCCOT2011009855		98.78	
248254X34045		WCCOT2011009733		85.44	
248421X34043		WCCOT2011009855		98.78	
248540X34234		WCCOT2011009828		124.62	
248632X34105		WCCOT2011009794		156.29	
248684X34083		WCCOT2011009855		65.85	
248841X34111		WCCOT2011009733		83.34	
248870X34113		WCCOT2011009794		156.29	
248947X34112		WCCOT2010009366		132.12	
248965X34234		WCCOT2011009828		153.79	
249014X34113		WCCOT2011009855		98.78	
249435X34172		WCCOT2011009733		116.27	
249490X34172		WCCOT2010009366		132.12	
249497X34252		WCCOT2011009828		153.79	
249695X34200		WCCOT2011009733		116.27	
249883X34202		WCCOT2011009794		151.70	
250102X34256		WCCOT2011009828		167.13	
690587	12/02/2011	CATALYSTRX COMP	847		**2,775.87**
112972386269010		30106.014		282.47	
112975314053007		WCCOT2006008291		437.02	
112984944654003		WCCOT2006008478		16.19	
112993824735013		30496.008		61.42	
112993834954003		30496.008		166.13	
113014034279015		WCCOT2006008478		133.70	
113034848824015		WCCOT2006008291		245.94	
113045375072000		WCCOT2011009830		19.25	
113045378955000		WCCOT2011009830		19.25	
113084221162005		30496.008		270.46	
113096244224005		WCCOT2010009430		63.30	
113123126904003		WCCOT2011009828		20.07	
113204800577013		WCCOT2006008291		96.64	
113204802195006		WCCOT2006008291		303.16	
113224565736019		WCCOT2010009430		203.85	
113225786194010		WCCOT2006008291		437.02	
690588	12/02/2011	COTTON O NEIL CLINIC	1131		**5,846.71**
6015197579		WCCOT2006008478		679.61	
6015197579A		WCCOT2006008478		81.50	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
6015311140		WCCOT2011009836		114.25	
6015358807		WCCOT2011009836		81.50	
6015470215		WCCOT2006008478		81.50	
6015483155		WCCOT2011009766		1,394.84	
6015535410		WCCOT2011009804		53.98	
6015584282		WCCOT2011009733		3,359.53	
690589	12/02/2011	KANSAS EMERGENCY SERVICES PA	7367		**243.41**
2200417112601		WCCOT2011009851		158.44	
2200418433801		WCCOT2011009845		84.97	
690590	12/02/2011	KANSAS ORTHOPEDIC & SPORTS MED	2729		**425.48**
6015160204		WCCOT2011009851		225.63	
6015516194		WCCOT2011009797		81.50	
6015577116		WCCOT2011009752		81.50	
6015624292		WCCOT2011009733		36.85	
690591	12/02/2011	KANSAS UNIVERSITY PHYSICIANS	2776		**372.94**
03I12101193		WCCOT2010009430		372.94	
690592	12/02/2011	KSTAR EMERGENCY PHYSICIANS PLL	6545		**84.97**
B1200393343401		WCCOT2010009751		84.97	
690593	12/02/2011	MIDWEST REHABILITATION PA	3418		**60.00**
95986X156794		WCCOT2010009447		60.00	
690594	12/02/2011	OCCU VAX LLC	3722		**1,054.00**
118893	14806			1,054.00	
690595	12/02/2011	RADIOLOGY & NUCLEAR MEDICINE	4073		**672.71**
4051384219		WCCOT2011009851		11.84	
4051390211		WCCOT2011009851		83.35	
4051401391		WCCOT2011009836		198.08	
4051403679		WCCOT2011009836		216.70	
405140391A		WCCOT2011009836		19.30	
4051419156		WCCOT2011009842		10.53	
4051427215		WCCOT2011009828		22.81	
4051427215A		WCCOT2011009828		71.50	
4051429966		WCCOT2011009855		19.30	
4051435625		WCCOT2011009827		19.30	
690596	12/02/2011	SAINT FRANCIS HEALTH CENTER	4338		**9,259.08**
4171126		WCCOT2011009851		630.36	
4171414		WCCOT2011009851		221.76	
4180258		WCCOT2011009767		557.82	
4182148		WCCOT2011009725		22.61	
4182148A		WCCOT2011009725		21.25	
4182768		WCCOT2011009797		22.61	
4182768A		WCCOT2011009797		21.25	
4182952		WCCOT2011009794		194.51	
4183585		WCCOT2011009801		22.61	
4183585A		WCCOT2011009801		21.25	
4183931		WCCOT2011009767		22.61	
4183931A		WCCOT2011009767		21.25	
4188940		WCCOT2011009821		190.03	
4188940A		WCCOT2011009821		36.55	
4189129		WCCOT2011009614		127.17	
4189421		WCCOT2011009836		3,458.70	
419136		WCCOT2011009828		132.49	
4191768		WCCOT2011009830		22.61	
4191768A		WCCOT2011009830		21.25	
4192931		WCCOT2011009817		22.61	
4192931A		WCCOT2011009817		21.25	
4195032		WCCOT2009009192		364.50	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
4195032A		WCCOT2009009192		21.25	
4195034		WCCOT2011009819		22.61	
4195034A		WCCOT2011009819		21.25	
4195251		WCCOT2011009817		569.76	
4195648		WCCOT2011009766		117.98	
4196136A		WCCOT2011009828		53.55	
4196170		WCCOT2009009192		22.61	
4196170A		WCCOT2009009192		21.25	
4196171		WCCOT2011009819		22.61	
4196171A		WCCOT2011009819		21.25	
4196329		WCCOT2011009819		26.35	
4198826		WCCOT2011009828		529.98	
4199511		WCCOT2011009827		38.68	
4199511A		WCCOT2011009827		36.55	
4201178		WCCOT2010009366		22.61	
4201178A		WCCOT2010009366		21.25	
4205377		WCCOT2011009819		22.61	
4205377A		WCCOT2011009819		21.25	
4208054		WCCOT2011009818		22.61	
4208054A		WCCOT2011009818		21.25	
4209003		WCCOT2011009794		22.61	
4209003A		WCCOT2011009794		21.25	
4211258		WCCOT2010009574		608.57	
4211615		WCCOT2011009833		22.61	
4211615A		WCCOT2011009833		21.25	
4212034		WCCOT2011009733		39.88	
4213472		WCCOT2011009794		22.61	
4213472A		WCCOT2011009794		14.88	
4214005		WCCOT2011009819		22.61	
4214005A		WCCOT2011009819		14.88	
4214825		WCCOT2011009817		22.61	
4214825A		WCCOT2011009817		21.25	
5176888		WCCOT2011009851		569.76	
690597	12/02/2011	SAINT FRANCIS PHYSICIAN CLINIC	4341		**5,617.66**
607471		WCCOT2011009836		224.16	
SFT598906		WCCOT2011009794		130.07	
SFT606558		WCCOT2011009794		4,605.13	
SFT632419		WCCOT2011009828		130.07	
SFT635381		WCCOT2011009828		468.98	
SFT646613		WCCOT2011009828		59.25	
690598	12/02/2011	BILL PAUZAUSKIE	8139		**78.75**
11836		REFUND BID DOUBLE PAYMENT		78.75	
690637	12/02/2011	SINGLES, CATHERINE R	7897		**36.00**
11/20/11 AVBCS		Adult Volleyball		36.00	
690638	12/02/2011	ADAMS, COLENE	7582		**162.00**
11/20/11 AVBCA		Adult Volleyball		90.00	
11/27/11 AVBCA		Adult Volleyball		72.00	
690639	12/02/2011	FISHER, CRAIG	7915		**1,300.00**
15719	15719			1,300.00	
690640	12/02/2011	DORITY, SHELBY L	1387		**215.00**
11/27/11 AVBSD		Adult Volleyball		55.00	
11/20/11 AVBSD		Adult Volleyball		110.00	
11/20/11 YVBSD		Youth Volleyball		50.00	
690641	12/02/2011	HUNT, RON	6013		**156.00**
11/20/11 AVBRH		Adult Volleyball		104.00	
11/27/11 AVBRH		Adult Volleyball		52.00	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
690642	12/02/2011	LEWIS, KYLE N	3053		**130.00**
11/20/11 AVBKL				104.00	
11/27/11 AVBKL				26.00	
690643	12/02/2011	LOBB, CAREY	3083		**86.00**
11/20/11 ABBCL				34.00	
11/27/11 AVBCL				52.00	
690644	12/02/2011	PERRY, MICHAEL	6147		**80.00**
11/20/11 AVBMP				66.00	
11/27/11 AVBMP				14.00	
690645	12/02/2011	WOBUS, PAUL	6165		**141.00**
11/20/11 ABBPW		Adult Basketball		48.00	
11/20/11 AVBPW		Adult Volleyball		13.00	
11/27/11 ABBPW		Adult Basketball		80.00	
690646	12/02/2011	MOORE, REGINALD	5992		**85.00**
11/20/11 ABBRM		Adult Basketball		85.00	
690647	12/02/2011	GARCIA, REINA	8100		**104.00**
11/20/11 YVBRG		Youth Volleyball		104.00	
690648	12/02/2011	ATKINSON JR, RICHARD C	7671		**130.00**
11/20/11 AVBRA		Adult Volleyball		100.00	
11/27/11 AVBRA		Adult Volleyball		30.00	
690649	12/02/2011	RILEY, LASHARRA	4219		**70.00**
11/20/11 YVBLR		Youth Volleyball		70.00	
690650	12/02/2011	SMITH, ERNEST E	6156		**204.00**
11/20/11 AVBES		Adult Basketball		204.00	
690651	12/02/2011	THEIS, KENNY	4947		**108.00**
11/20/11 AVBKT		Adult Volleyball		78.00	
11/20/11 YVBKT		Youth Volleyball		30.00	
690652	12/02/2011	LEWIS, TYLER	7114		**81.00**
11/20/11 AVBTL		Adult Volleyball		36.00	
11/27/11 AVBTL		Adult Volleyball		45.00	
690653	12/02/2011	CALIFORNIA STATE DISBURSEMENT	753		**86.54**
0000008981112021		Child Support - Amt		86.54	
690654	12/02/2011	FAMILY SUPPORT PAYMENT CENTER	6780		**225.00**
0000010271112021		Child Support - Amt		225.00	
690655	12/02/2011	FRATERNAL ORDER OF POLICEMEN	1773		**9,039.56**
UNF111111812170		Union Dues - FOP		23.54	
UNF111112312170		Union Dues - FOP		-23.54	
UNF111120214140		Union Dues - FOP		126.46	
UNF111120214140		Union Dues - FOP		32.75	
UNF111120214140		Union Dues - FOP		8,880.35	
690656	12/02/2011	GC SERVICES, LP	7435		**227.39**
0000005681112021		Student Loan Federal - Pct		227.39	
690657	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**69.24**
0000000231112021		Bankruptcy - Amt 26 PP		69.24	
690658	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**95.00**
0000003751112021		Bankruptcy - Amt 26 PP		95.00	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
690659	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**773.17**
0000003761112021		Bankruptcy - Amt 26 PP		773.17	
690660	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**330.92**
0000005271112021		Bankruptcy - Amt 26 PP		330.92	
690661	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**150.00**
0000005461112021		Bankruptcy - Amt 26 PP		150.00	
690662	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**214.61**
0000005911112021		Bankruptcy - Amt 26 PP		214.61	
690663	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**500.77**
0000006861112021		Bankruptcy - Amt 26 PP		500.77	
690664	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**276.92**
0000007051112021		Bankruptcy - Amt 26 PP		276.92	
690665	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**636.92**
0000007381112021		Bankruptcy - Amt 26 PP		636.92	
690666	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**135.00**
0000007811112021		Bankruptcy - Amt 26 PP		135.00	
690667	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**50.00**
0000000301112021		Bankruptcy - Amt 26 PP		50.00	
690668	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**58.62**
0000005771112021		Bankruptcy - Amt 26 PP		58.62	
690669	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**36.92**
0000010561112021		Bankruptcy - Amt 26 PP		36.92	
690670	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**84.00**
0000002781112021		Bankruptcy - Amt 26 PP		84.00	
690671	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**150.70**
0000000551112021		Bankruptcy - Amt 26 PP		150.70	
690672	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**593.08**
0000001131112021		Bankruptcy - Amt 26 PP		593.08	
690673	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**141.69**
0000011161112021		Bankruptcy - Amt 26 PP		141.69	
690674	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**296.77**
0000002321112021		Bankruptcy - Amt 26 PP		296.77	
690675	12/02/2011	JAN HAMILTON CHAPTER 13 TRUSTE	2494		**25.39**
0000002921112021		Bankruptcy - Amt 26 PP		25.39	
690676	12/02/2011	PERRY, MICHAEL	6147		**175.00**
10/15/11 AVBMP2				25.00	
10/2/11 AVBMP2				25.00	
10/9/11 AVBMP2				25.00	
11/13/11 AVBMP2				25.00	
11/20/11 AVBMP2				25.00	
11/27/11 AVBMP2				25.00	
11/6/11 AVBMP2				25.00	
690677	12/02/2011	ROSANNE "SOTO" REYES	4283		**286.15**
0000008981112021		Child Support - Amt		286.15	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
690678	12/02/2011	SUPPORT PAYMENT CLEARINGHOUSE	4831		**239.08**
0000001371112021		Child Support - Amt		239.08	
690679	12/02/2011	TEAMSTERS LOCAL UNION # 696	4892		**701.00**
UNT111120214140		Union Dues - Teamsters		701.00	
690680	12/02/2011	UNITED STATES TREASURY	5156		**1,464.58**
0000017091112021		Tax Levy Federal - Pct		1,464.58	
690681	12/02/2011	UNITED STATES TREASURY	5155		**1,337.75**
0000005581112021		Tax Levy Federal - Pct		1,337.75	
690682	12/02/2011	WILLIAM GRIFFIN CHAPTER 13 TRU	5446		**117.69**
0000004751112021		Bankruptcy - Amt 26 PP		117.69	
690683	12/02/2011	WILLIAM GRIFFIN CHAPTER 13 TRU	5446		**768.00**
0000007591112021		Bankruptcy - Amt 26 PP		768.00	
690684	12/02/2011	WILLIAM GRIFFIN CHAPTER 13 TRU	5446		**623.54**
0000009721112021		Bankruptcy - Amt 26 PP		623.54	
690685	12/02/2011	WILLIAM GRIFFIN CHAPTER 13 TRU	5446		**120.00**
0000008281112021		Bankruptcy - Amt 26 PP		120.00	
690686	12/02/2011	WILLIAM GRIFFIN CHAPTER 13 TRU	5446		**159.69**
0000003191112021		Bankruptcy - Amt 26 PP		159.69	
690687	12/02/2011	WISCONSIN SUPPORT COLLECTIONS	5503		**196.15**
0000019321112021		Child Support - Amt		196.15	
690688	12/02/2011	WPC LOCAL UNION	5544		**639.50**
ADMIN 12/2/11	PAYROLL			-5.50	
UNW111120214140		Union Dues - WPC		645.00	
690689	12/02/2011	AMERICAN PUBLIC WORKS	178		**425.00**
16489	16489			425.00	
690690	12/02/2011	GRAINGER	1964		**738.77**
9685454374	16530			48.72	
9685454382	16530			539.45	
9685634108	16530			150.60	
690691	12/02/2011	KANSAS CORRECTIONAL INDUSTRIES	2662		**25,094.20**
120622	15460			21,468.20	
120854	15784			3,626.00	
690692	12/02/2011	MCCRAY LUMBER COMPANY	3280		**72.39**
185129	12768			72.39	
690693	12/02/2011	MEIERS READY MIX	3338		**2,143.34**
310500	12445			160.94	
310581	12445			1,387.92	
310649	12445			376.32	
310742	12445			218.16	
690694	12/02/2011	MID-STATES MATERIALS LLC	3401		**3,805.45**
30639	12763			3,805.45	
690695	12/02/2011	NORTHEAST KANSAS HYDRAULICS IN	3705		**1,883.68**
27244	12242			1,557.43	
27257	12242			151.18	
27260	12242			175.07	

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/28/2011 and 12/4/2011

Check No.	Check Date/PO #	Vendor Name and Number			Check Amount
690696	12/02/2011	OLDCASTLE PRECAST INC	3739		**3,032.00**
120021261	12456			1,960.00	
120021270	12456			680.00	
120021271	12456			392.00	
690697	12/02/2011	RICK'S CONCRETE SAWING	4207		**1,718.40**
11 1886	15455			400.00	
11 2211	14665			219.60	
11 2278	14665			294.00	
11 2279	14665			134.40	
11 2518	15455			400.00	
11 2522	14665			270.40	
690698	12/02/2011	ROACH HARDWARE	4230		**85.95**
154265	15982			5.58	
154292	15982			21.85	
154309	15982			2.40	
154445	15982			0.96	
154475	15982			29.99	
154512	15982			2.19	
154601	15982			22.98	
690699	12/02/2011	ATRIA HEARTHSTONE	7633		**25.00**
CR 2011 0003818 M	SD KILGORE			25.00	
690700	12/02/2011	SULLIVAN, COBY	7078		**40.00**
CR 2006 0018611 D	AR RAMOS			40.00	
690701	12/02/2011	FAIRLAWN GREENS APARTMENTS	8115		**45.00**
CR 2011 0012351 M	JL TEEHEE			45.00	
690702	12/02/2011	INGENTHRON, VALERIE	6820		**30.00**
CR 2009 0018301 M	MD DEXTER			30.00	
690703	12/02/2011	KANSAS BUREAU OF INVESTIGATION	2646		**100.00**
CR 2010 0020182 D	PE CRABB			50.00	
CR 2011 0001820 D	BL KEETER			50.00	
690704	12/02/2011	FEDERGREEN, MICHAEL T	8129		**150.00**
CR 2003 0004437 M	LE FOX			150.00	
690705	12/02/2011	HEAD, MURRAY H	8098		**1,480.00**
CR 2008 0002323 M	TL ANGLEMYER			1,480.00	
690706	12/02/2011	TIDWELL, RUSSELL	7146		**50.00**
CR 2004 0013484 P	LA RIVERA			50.00	
690707	12/02/2011	WALMART RESTITUTION RECOVERY	6534		**159.88**
CR 2010 0019079 M	AJ WILLIAMS			50.00	
CR 2011 0009658 P	GE WILSON			59.88	
CR 2011 0012154 M	CL PESKA			50.00	
690708	12/02/2011	HILL, WILLIAM R	8116		**60.16**
CR 2005 0032325 D	DC HINCK			60.16	

Total for Check Payments **645,518.18**

TOTAL OF PAYMENTS **2,871,018.15**

Payment Listing

CB255 Date: 12/05/11 JOB SUBMISSION PARAMETERS
Time: 14:31

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:	112811 - 120411	
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
CERVANTES	690599	1	11/28/11	12/02/11		53.50	Historical	MICHAEL CERVANTES	COT	
GARVEY DON	690600	1	11/23/11	12/02/11		475.48	Historical	DONNA J GARVEY	COT	
MCGEE CORE	690601	1	11/10/11	12/02/11		100.00	Historical	COREY M MCGEE	COT	
HAMILTON J	690602	1	11/17/11	12/02/11		38.45	Historical	JAN HAMILTON: CHAPTE	COT	
BELANGER K	690603	1	11/21/11	12/02/11		50.00	Historical	KATHY J BELANGER	COT	
CALDWELL D	690604	1	11/21/11	12/02/11		75.00	Historical	DUSTIN WILLIAM CALDW	COT	
CORREA-RUI	690605	1	11/18/11	12/02/11		1086.50	Historical	FLORENCIO CORREA-RUI	COT	
ESPINOZA M	690606	1	11/18/11	12/02/11		1.00	Historical	MICHAEL B ESPINOZA	COT	
GLENN COUR	690607	1	11/15/11	12/02/11		835.00	Historical	COURTNEY DONN GLENN	COT	
JOHNSON FE	690608	1	11/21/11	12/02/11		180.50	Historical	FERRELL E JOHNSON	COT	
LONGOFONO	690609	1	11/21/11	12/02/11		36.00	Historical	STEPHEN J LONGOFONO	COT	
MOANANU MC	690610	1	11/15/11	12/02/11		378.00	Historical	MCKANCE D MOANANU	COT	
MOANANU MO	690611	1	11/15/11	12/02/11		201.00	Historical	MONALISA D MOANANU	COT	
PEREZ MARC	690612	1	11/15/11	12/02/11		59.00	Historical	MARCI D PEREZ	COT	
SCOTT MICH	690613	1	11/16/11	12/02/11		11.00	Historical	MICHAELA D SCOTT	COT	
SCOTT STEV	690614	1	11/15/11	12/02/11		100.00	Historical	STEVE R SCOTT	COT	
THOMES LAN	690615	1	11/22/11	12/02/11		425.00	Historical	LANNIE LEIGH THOMES	COT	
HICKS DIAN	690616	1	11/30/11	12/02/11		50.00	Historical	DIANA HICKS	COT	
CRUM AMBER	690617	1	11/16/11	12/02/11		50.00	Historical	AMBER CRUM	COT	
GILLUM KEL	690618	1	11/16/11	12/02/11		50.00	Historical	KELLEY GILLUM	COT	
HERNANDEZ	690619	1	11/16/11	12/02/11		50.00	Historical	PACO HERNANDEZ	COT	
HILTON SHA	690620	1	11/16/11	12/02/11		50.00	Historical	SHANE HILTON	COT	
KANSAS YOU	690621	1	11/18/11	12/02/11		50.00	Historical	KANSAS YOUTH EMPOWER	COT	
KREBS PRES	690622	1	11/16/11	12/02/11		50.00	Historical	PRESTON KREBS	COT	
SOTO MARIS	690623	1	11/16/11	12/02/11		50.00	Historical	MARISSA SOTO	COT	
SOTO TERRA	690624	1	11/16/11	12/02/11		50.00	Historical	TERRA SOTO	COT	
BLOCKER EL	690625	1	11/17/11	12/02/11		30.00	Historical	ELLEN BLOCKER	COT	
YOST VICKI	690626	1	11/17/11	12/02/11		30.00	Historical	VICKI YOST	COT	
JACQUES JU	690627	1	11/16/11	12/02/11		45.00	Historical	JULIE JACQUES	COT	
KLINE DIAN	690628	1	11/17/11	12/02/11		7.50	Historical	DIANE KLINE	COT	
NATIONAL M	690629	1	11/16/11	12/02/11		50.00	Historical	NATIONAL MULTIPLE SC	COT	
CHAVEZ MAR	690630	1	11/16/11	12/02/11		17.50	Historical	MARY CHAVEZ	COT	
ESPINOZA J	690631	1	11/16/11	12/02/11		17.50	Historical	JESSICA ESPINOZA	COT	
GONZALES I	690632	1	11/16/11	12/02/11		17.50	Historical	ISABEL GONZALES	COT	
HAUG ANN	690633	1	11/16/11	12/02/11		17.50	Historical	ANN HAUG	COT	
KELLY SHAU	690634	1	11/16/11	12/02/11		17.50	Historical	SHAUNNA KELLY	COT	
PHAM KELLY	690635	1	11/16/11	12/02/11		17.50	Historical	KELLY PHAM	COT	
THUY KHOUN	690636	1	11/16/11	12/02/11		17.50	Historical	KHOUNG THUY	COT	
				Transaction Code SYS Total		4840.43				
				Cash Code 02 Total		4840.43				
				Report Total		4840.43				

*** REPORT COMPLETED ***

A Capital City Government Working For You…

www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 1, 2011

DATE:	**December 20, 2011**	
CONTACT PERSON:	**Bradley S. Reiff**	**DOCUMENT #:**
SECOND PARTY/SUBJECT:	**Fillmore Street Apartments LLC**	**PROJECT #:**
CATEGORY/SUBCATEGORY	**007 Contracts and Amendments/019 Purchase 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 Fillmore Street Apartments L.L.C., for the purchase of property located at 1325 SW Fillmore in the amount of $65,000 and specifically authorizing the Mayor to execute the agreement. *(Council District No. 1)*

(Approval would authorize the purchase of property located at 1325 SW Fillmore as part of the City's Neighborhood Stablization Program (NSP). The existing structure will be demolished and two new single family homes will be built.)

POLICY ISSUE:

N/A

STAFF RECOMMENDATION:

Staff recommends Council approve the Real Estate Purchase Agreement.

BACKGROUND:

Sec. 3.30.310 of the City Code vests authority to purchase real property in the City Council. The purchase is part of the City's NSP efforts to stabilize and revitalize neighborhoods.

BUDGETARY IMPACT:

Purchase Amount: $65,000.00, plus Realtor Fees and closing costs

SOURCE OF FUNDING:

Neighborhood Stabilization Program (federal)

ATTACHMENTS:

Real Estate Purchase Agreement

REO Report

CITY OF TOPEKA CONTRACT NO._____

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the “Agreement") entered into this _____ day of _____, 2011, by and between the City of Topeka, a duly organized municipal corporation hereinafter referred to as the "City" and Fillmore Street Apartments, LLC hereinafter referred to as the “Seller”.

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. PROPERTY. Seller agrees to sell and City agrees to buy the following real estate located at 1325 S.W. Fillmore Street, Topeka, Shawnee County, Kansas 66604, with a legal description as follows:

   The South 5 feet of Lot 541 and all of Lots 543, 545 and 547 on Fillmore Street in Storr’s Addition; and the North 5 feet of Lot 549 on Fillmore Street in Storr’s Second Addition; also the South 5 feet of the East 50 feet of Lot 544 and the East 50 feet of Lots 546, 548 and 550 and the North 5 feet of the East 50 feet of Lot 552 all in Fillmore Street in Throop’s Fourth Addition, all in the City of Topeka, Shawnee County, Kansas,
   ALSO the South 25 feet of lot 549 and all of Lot 551 on Fillmore Street in Storr’s Second Addition to the City of Topeka and the East 50 feet of the South 20 feet of Lot 552; the East 50 feet of Lot 554 and the East 50 feet of North 5 feet of Lot 556 on Fillmore Street, Throop’s Fourth Addition to the City of Topeka, Shawnee County, Kansas.

2. PRICE. The total purchase price is: Sixty-Five Thousand Dollars ($65,000.00), payable in full upon closing. City is responsible for payment of any and all closing costs, fees, inspections, and title cost.
3. COUNCIL APPROVAL. Pursuant to Topeka Municipal Code 3.30.310, this Agreement and the conveyance of the real estate are subject to and contingent upon the approval of the City Council and execution of this Agreement by the Mayor.
4. DEED. Seller shall convey marketable title by General Warranty Deed to be delivered to City at the closing of this Agreement upon receipt of the total purchase price, free of all liens and encumbrances except:

a. Zoning, conditions, restrictions, deed restrictions, reservations, rights-of-way and easements of record, if any, which do not materially affect the value or prohibit the use of the property for a legal purpose;
b. Encumbrances created by the City;
c. Installments, if any, of special assessments not yet clue; and
d. Other exceptions, if any.

5. TITLE INSURANCE. Seller shall order and make available to City within fifteen (15) days after the date of this Agreement, as evidence of marketable title, a standard Seller's preliminary title insurance report, and after closing of this Agreement, a standard Seller's title insurance policy which will insure City against loss or damage to the extent of the total purchase price by reason of defects in the title of Seller to said real estate, subject to the above exceptions. It is understood and agreed by City and Seller, that City shall be responsible for paying the cost of said report as well as the cost of any title insurance. Upon delivery of said preliminary Seller's title insurance report, and copies of all documents relating to all exceptions shown on the title report, City shall have a reasonable time not to exceed thirty (30) days to examine the same and return the same to Seller with any written objections concerning the marketability of the title or the same shall be deemed waived. If the Seller shall be unable to deliver marketable title as herein provided, this Agreement shall be of no further force or effect; provided, however, Seller shall have a reasonable time not to exceed thirty (30) days to satisfy any valid objections to title. If Seller does not correct valid objections to title within thirty (30) days, City shall have the right to terminate this Agreement or waive such objections and to close this Agreement even though such objections have not been corrected by Seller.
6. ESCROW. Lawyer's Title of Topeka, Inc. is hereby designated as escrow agent of both parties. All monies paid and to be paid, prior to the closing of this transaction, and the deed and other papers that may be delivered hereunder, shall be paid and delivered to said escrow agent, who shall hold and then pay and deliver the same to the respective

parties entitled thereto upon full performance by the parties of all the terms of this Agreement.

7. TAXES. Taxes and Assessments due and payable for the calendar year 2010, and all prior years, and a pro rata share of the 2011 taxes and assessments as of date of closing, (based on 2010 general taxes and special assessments, if any) shall be paid by Seller, and all taxes and assessments that may be levied, imposed or become payable after the closing shall be assumed and paid by the City.
8. INSURANCE. Seller agrees to maintain in force until the closing of this Agreement all casualty insurance now in effect on the improvements, at which time said insurance shall be canceled. In the event of loss or damage to the improvements prior to closing of this Agreement, the proceeds of such insurance, plus any deductible to be paid by the Seller, shall, at the option of the City, be used to repair such damage or applied to reduce the purchase price.
9. TENANTS. Seller shall provide the subject property to City at closing without tenants in possession of the subject property. Subject property is currently vacant, and no tenants shall be permitted to occupy the premises on or before the date of closing.
10. CLOSING DATE. Unless additional time is required to provide marketable title, this Agreement shall be closed within 30 days from the date of execution by the Mayor in accordance with Topeka Municipal Code §3.30.310.
11. TIME IS OF THE ESSENCE. Time is of the essence of this Agreement. In the event either party fails to comply with any of the terms of this Agreement, then this Agreement shall, at the option of either party, become null and void, and all rights hereunder shall then terminate. In such event, Seller shall be entitled to possession of said real estate, free of all right, title and interest of the City and all parties shall then be released from all further liability hereunder.
12. INSPECTlON. The City agrees to accept the property in its “as is” condition without any inspections. During the period from the execution of this Agreement to closing, Seller agrees to make the subject property available for inspection to the City and its agents. The foregoing inspections shall be made during normal business hours after reasonable

advance notice. Seller shall not unreasonably withhold consent for inspections. City agrees to pay for any and all inspections, reports and analysis.

13. ENVIRONMENTAL ASSESSMENT. The parties acknowledge that this Agreement is subject to the completion of a U.S. Department of Housing & Urban Development Environmental Assessment, to be completed by the City.
14. CANCELLATION. If the Seller or the City exercise any right to cancel this Agreement for any reason, and the parties hereto are not in default, all parties shall be released from all liability under the Agreement. Furthermore, if the Seller or City fails to comply with any of the terms of this Agreement, the other party may, at its option, (1) waive such non-compliance; (2) require specific performance of any or all terms of this Agreement; or (3) cancel this Agreement by written notice to the other party.
15. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

    If for City:
    Brenda Younger, City Clerk
    City of Topeka
    215 SE 7 Street
    Topeka, Kansas 66603

    If for Seller:
    Alvin J. Sherbeck
    Fillmore Street Apartments, LLC
    2418 Newman Road
    Perry, Kansas 66073

    Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.
16. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
17. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

18. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
19. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
20. AUTHORITY TO EXECUTE. By signing this Agreement, Seller's representative thereby represents that he or she is duly authorized by the organization to execute this agreement on behalf of Seller and that Seller agrees to be bound by the provisions of this Agreement.
21. APPLICABLE LAW. The laws of the State of Kansas shall govern this Agreement.
22. REAL ESTATE BROKERAGE RELATIONSHIP. Pursuant to the following:

    Listing Licensee, Mary Froese/Marta Barron, of Remax Associates of Topeka is functioning as: (Mark Appropriate Response)
    ☒ Transaction Broker

    Selling Licensee, Mary Froese/Marta Barron, of Remax Associates of Topeka is functioning as: (Mark Appropriate Response)
    ☒ Transaction Broker

    City and Seller acknowledge that the real estate licensees involved in this transaction are functioning as a Transaction Broker, and is not agent for either the Seller or the City and does not advocate the interests of either party, but is responsible for assisting both parties in closing the transaction. Seller and City acknowledge that Real Estate Brokerage Relations brochure have been furnished to them prior to entering into this Contract as prescribed by law.

THIS IS A LEGALLY BINDING REAL ESTATE PURCHASE AGREEMENT. IF NOT UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the day and year first above written.

CITY OF TOPEKA, KANSAS

_____

William W. Bunten, Mayor

ATTEST:

_____

Brenda Younger, City Clerk

APPROVED AS TO FORM AND LEGALITY

DATE_____ BY_____

FILLMORE STREET APARTMENTS LLC

_____

Alvin J. Sherbeck, President

ACKNOWLEDGMENTS

STATE OF KANSAS)
)ss:
SHAWNEE COUNTY)

BE IT REMEMBERED, that on this _____day of _____, 2011, before me a Notary Public in and for the County and State aforesaid, personally appeared William W. Bunten, Mayor, and Brenda Younger, City Clerk, to me personally known, being by me duly sworn, did say that they are the officers of the City of Topeka, the Municipality that executed the foregoing instrument, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed, sealed and delivered in the name and on behalf of said Municipality and they acknowledge said instrument to be the free and voluntary act and deed of said Municipality.

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

_____
Notary Public

My Commission Expires: _____

STATE OF KANSAS)
)ss:
SHAWNEE COUNTY)

BE IT REMEMBERED, the foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Alvin J. Sherbeck, President of Fillmore Street Apartments, LLC a Kansas corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, acting for and on behalf of said corporation in the capacity of President.

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

_____
Notary Public

My Commission Expires: _____

Real Estate Report for Approval of the City Manager and Approval/Acceptance by the City Council

1325 SW Fillmore Street

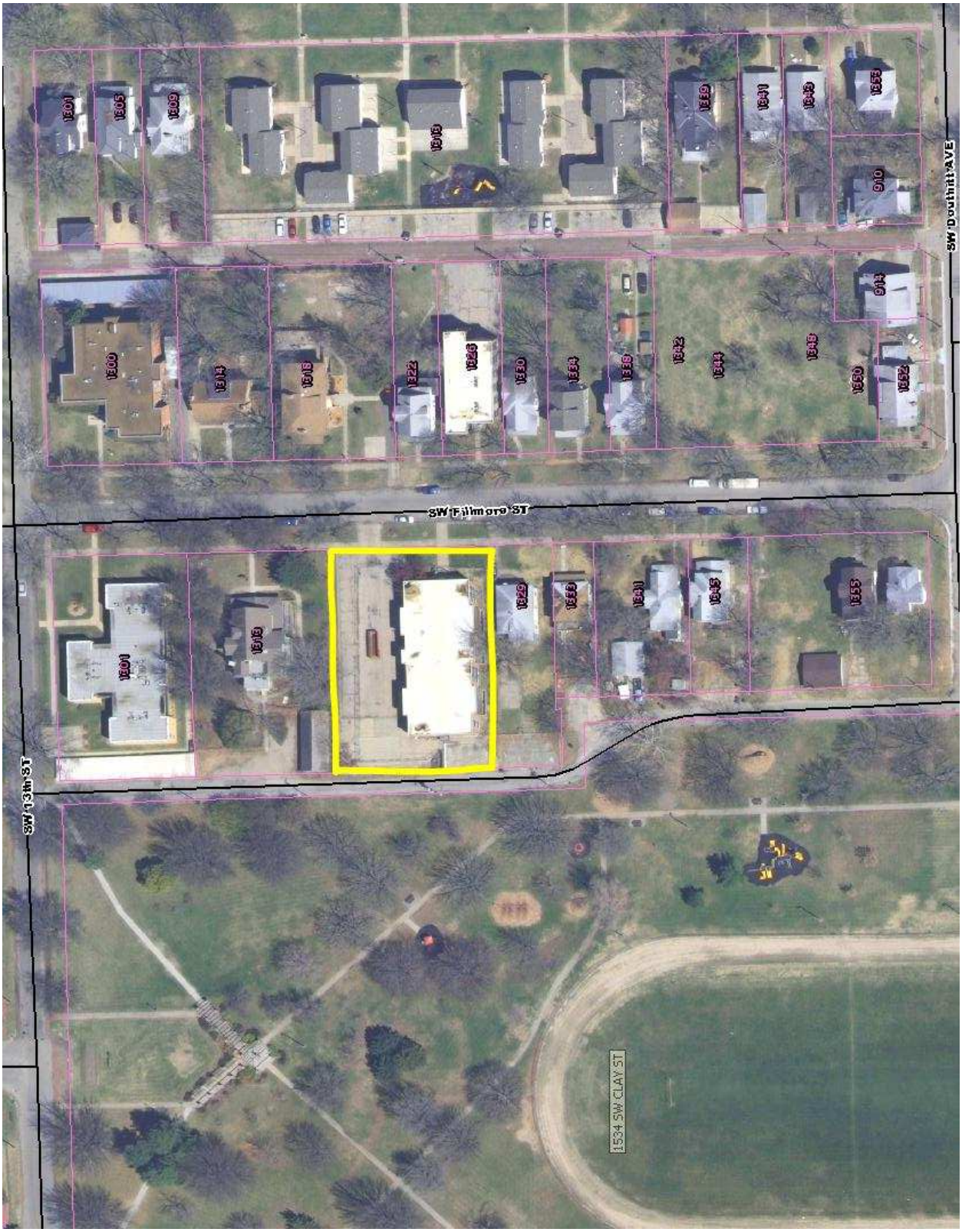
1. THE APPRAISED VALUE OF THE PROPERTY.
   The current Shawnee County value is $219,980. An appraisal is being conducted by Aul & Hatfield Appraisals L.C.

2. THE FINANCIAL IMPACT OF THE TRANSACTION.
   The property will be purchased for $65,000, with the City of Topeka paying the Realtor fee and closing costs. The acquisition, as well as costs associated with the anticipated use, will be funded through a grant from the Kansas Department of Commerce, Neighborhood Stabilization Program (NSP).

3. THE TERMS AND CONDITIONS OF THE ACQUISITION.
   The Seller shall provide a general warranty deed to the City of Topeka, pay all prior year's taxes and a prorata share of the 2011 taxes, if any to the date of closing. The City of Topeka shall pay for all standard closing costs and the Realtor commission.

4. A STATEMENT IDENTIFYING ANTICIPATED USE.
   Housing & Neighborhood Development (HND) will demolish the blighted, uninhabitable structure, and in its place construct two single family homes to be made available for purchase by income qualified households.

5. IDENTIFICATION OF THE EXISTENCE OF ANY CONDITIONS IMPACTING THE ENVIRONMENT.
   HND staff has completed an Environmental Assessment of the property, consistent with the Environmental Review requirements of the U.S. Department of Housing & Urban Development. Due to the age, it is possible the structure has Asbestos Containing Material (ACM). Following closing, HND will have the building inspected by a State-certified ACM inspector, and will remediate using a State-certified ACM contractor.


SW Fillmore ST
SW Douthit AVE
SW 13th ST
1534 SW CLAY ST

A Capital City Government Working For You…

www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 28, 2011

DATE:	**December 20, 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

A Capital City Government Working For You…

www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 21, 2011

DATE:	**December 20, 2011**	
CONTACT PERSON:	**Chief Ron Miller**	**DOCUMENT #:**
SECOND PARTY/SUBJECT:	**FOP**	**PROJECT #:**
CATEGORY/SUBCATEGORY	**007 Contracts and Amendments / 020 Employee Agreements**	
CIP PROJECT:	**No**	
ACTION OF COUNCIL:		**JOURNAL #:**
		PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL would authorize the City Manager to execute a two-year labor agreement between the City of Topeka and the Fraternal Order of Police beginning January 2012 through December 2013.

This item was added at the meeting.

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Contract

CITY OF TOPEKA

CONTRACT # _____

AGREEMENT

between

CITY OF TOPEKA

and

FRATERNAL ORDER OF POLICE

LODGE NO. 3

JANUARY 1, 2012 - DECEMBER 31, 2013

TABLE OF CONTENTS

PREAMBLE....4

ARTICLE 1. RECOGNITION 5

ARTICLE 2. CHECKOFF....6

ARTICLE 3. LODGE BUSINESS, STATUS, AND RIGHTS 7

Section 1. Official Time Off 7
Section 2. On-Duty Business 8
Section 3. Reassignment of President 9
Section 4. Recruit Orientation 9
Section 5. Office Space and Use of Facilities 9
Section 6. CHAPPS Program 10

ARTICLE 4. COMMITTEES 11

Section 1. Meetings, Reports, Appointments 11
Section 2. Committees 11

ARTICLE 5. HOURS OF WORK 12

Section 1. Hours of Work and Overtime 12
Section 2. Compensatory Time....14
Section 3. Advance Posting of Work Schedules 15
Section 4. Breaks 16
Section 5. Bidding for Shift Assignments 16
Section 6. Court Appearance 18
Section 7. Jury Duty 20

ARTICLE 6. VACATIONS 22

Section 1. Accrual Rates for Police Officers 22
Section 2. Accrual Rates for Protective Service Officers 22
Section 3. Personal Leave for Perfect Attendance 25
Section 4. Personal Leave Day 26
Section 5. Personal Leave Utilization 26
Section 6. Unused Personal Leave 26

ARTICLE 7. HOLIDAYS 27

Section 1. Designated Days 27
Section 2. Holiday Pay 27

ARTICLE 8. SENIORITY 29

Section 1. Seniority Defined 29
Section 2. Seniority Broken by Resignation 30
Section 3. Seniority Broken by Medical Disability Retirement 30

ARTICLE 9. LAY OFF 32

Section 1. Layoff 32
Section 2. Bumping 32
Section 3. Short Term Reduction in Force 33
Section 4. Permanent Reduction in Force: Severence Pay 35

ARTICLE 10. SICK LEAVE 38

Section 1. Accrual 38
Section 2. Injury on the Job; Related Sick Leave 38
Section 3. Physical/Medical Inability to Work 39

Section 4. Family Sick Leave 41
Section 5. Sick Leave upon Retirement/Death 41
Section 6. Sick Leave Abuse 42

ARTICLE 11. FUNERAL/EMERGENCY LEAVE 44

Section 1. Eligibility 44
Section 2. Funeral Expense....45

ARTICLE 12. HEALTH AND SAFETY 46

Section 1. Policy and Practice 46
Section 2. Damaged Property 46
Section 3. Care of Department Vehicles....46
Section 4. Physical Fitness Program....47
Section 5. Inoculations 48
Section 6. Personally Owned Service Weapons 48

ARTICLE 13. WAGES 49

Section 1. 2012, 2013, 2014 Pay Plan 49
Section 2. Shift Differential 51
Section 3. Standby....52
Section 4. Group Health Insurance 53
Section 5. Pay for Duty in Higher Rank 54
Section 6. Hazardous Duty Performance Pay....54
Section 7. Tuition Reimbursement 55
Section 8. Detective Clothing Allowance 57
Section 9. Footwear....57
Section 10. Compensation for Off-Duty Mandatory Firearms Qualification....58
Section 11. Compensation for FTO, FTD and FTS....58
Section 12. Compensation for Bilingual Officers 58
Section 13. Compensation for Professional Standards Officers 60
Section 14. Lateral Entry 60
Section 15. Merchant Guard License 60

ARTICLE 14. MISCELLANEOUS PROVISIONS 62

Section 1. Personnel Files 61
Section 2. Retired IDs and Weapons 61
Section 3. Residency 61
Section 4. Legal Counsel 62
Section 5. Employee Assistance Program....64
Section 6. Avoidance of Waste 65
Section 7. Agreement Costs....64
Section 8. Department Boards 64
Section 9. Nepotism 65

ARTICLE 15. GRIEVANCE PROCEDURE 66

Section 1. Definitions and Procedural Clarifications 65
Section 2. Policy/Rights 67
Section 3. Grievance Procedure 69

ARTICLE 16. DISCIPLINARY ACTIONS 75

Section 1. Progressive Steps 74
Section 2. Procedure 75

ARTICLE 17. PROCEDURAL BILL OF RIGHTS 78

Section 1. Notice of Investigation 77
Section 2. Union Representation 77
Section 3. Time of Questioning 77
Section 4. Refusal to Answer 77
Section 5. Recording of Interviews 78
Section 6. Access to Records 78
Section 7. Verification of Transcripts 78
Section 8. Searches of Lockers 79
Section 9. Protected Privileges 79
Section 10. Personnel File Entries 79
Section 11. Non-Compelled Testimony 80
Section 12. Political Campaigning 80
Section 13. Presence of Witnesses 80
Section 14. Drug-Free Environment 81
Section 15. Garrity and Other Advisements 81
Section 16. Officer and PSO Privacy 83

ARTICLE 18. PROMOTION/JOB SELECTION 84

Section 1. Posted Job Openings and Job Requirements 84
Section 2. Professional Conferences 86
Section 3. Police Promotions 88
Section 4. Officer/Detective Cross-Training Program 95
Section 5. Duration of Chief-Selected Assignments 96
Section 6. Protective Services Officer Promotions 97

ARTICLE 19. UNIFORMS/CLOTHING PROVISIONS 98

Section 1. Uniforms 98
Section 2. Motorcycle Jackets 99
Section 3. Headgear 100
Section 4. Haircuts 100
Section 5. Approved Boots and Shoes 101

ARTICLE 20. TAKE HOME CAR PROGRAM 102

Section 1. Priority 102
Section 2. Restrictions 102
Section 3. Issuance of Cars 102

ARTICLE 21. MANAGEMENT RIGHTS 103

ARTICLE 22. SAVINGS CLAUSE 104

ARTICLE 23. TERMINATION AND AMENDMENTS 105

APPENDIX A. DRUG AND ALCOHOL POLICY 106

Section 1. Definitions 106
Section 2. Policy Statement 107
Section 3. Authority of Supervisors 116
Section 4. Identifying and Documenting Reasonable Suspicion 117

APPENDIX B. DEFINITIONS 122

APPENDIX C. MANAGEMENT COUNCIL GUIDELINES 124

Evaluation Criteria 124
Score Sheet 125

ACKNOWLEDGEMENT (Signature Page) 126

PREAMBLE

This AGREEMENT is entered into by and between the City of Topeka, Kansas, hereinafter referred to as the Employer, City, or Management, and the Fraternal Order of Police Lodge #3, hereinafter referred to as FOP Lodge #3**,** Union, FOP, or Lodge #3. Whenever the term “Department” or “Departmental” is used in lieu of “Employer,” “City,” or “Management,” it shall, unless stated otherwise, mean only the Topeka Police Department.

The Employer and FOP Lodge #3 recognize their responsibilities under federal, state, and local laws relating to fair employment practices and appropriate labor legislation and reaffirm their commitment to the moral principles involved in the area of civil rights.

The parties agree that there shall be no discrimination because of race, religion, creed, sex, color, age, disability, familial status, national origin or ancestry, sexual orientation, or political beliefs, or for participation in, or affiliation or non-affiliation with, any labor organization. The City and FOP Lodge #3 agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination.

Any reference to an employee or employees in this Agreement designates both sexes and whenever the male or female gender is used, it is construed to mean both male and female employees. Whenever the term “officer” or “officers” is used, however, it shall mean only City of Topeka police officers, unless explicitly stated otherwise.

The purpose of this Agreement is to set forth terms and conditions of employment and to promote harmonious, orderly, and peaceful labor relations for the mutual interest of the Employer, FOP Lodge #3, and the citizens of Topeka.

The Employer and FOP Lodge #3 encourage to the fullest degree friendly and cooperative relations between their respective representatives.

The parties recognize that the interest of the community and job security of the employees depend on the Employer's success in establishing and maintaining efficient, expeditious, and economical public services to the community.

ARTICLE 1

RECOGNITION

The City of Topeka, Kansas recognizes the Fraternal Order of Police Lodge #3 as the certified, exclusive representative of full-time, permanent City Police Officers specifically in the following classifications: Officer, Corporal, Detective, Sergeant and all full-time, permanent employees of the Municipal Court designated as: Protective Services Officer (PSO) I and PSO II.

The City agrees to meet and confer with the certified representatives of the bargaining unit concerning matters affecting working conditions and/or grievances of employees within the unit in accordance with all provisions of K.S.A. 75-4321, *et. seq.*

ARTICLE 2

CHECKOFF

The Employer agrees to deduct FOP Lodge #3 membership initiation fee assessments, dues, and/or representation fees once each pay period from the pay of those employees who personally request in writing such deductions is made. The written authorization for the above deduction shall be delivered and received in the Office of Human Resources Director no later than thirty (30) days prior to the day that said deduction is to be made. The amounts to be deducted shall be certified to the Employer by the official secretary of FOP Lodge #3 at the end of each quarter of a year. An itemized statement shall consist of a listing of every employee for which current FOP Lodge #3 deductions are withheld.

The City agrees to deliver a check for the amount deducted to the treasurer of the FOP Lodge #3 within two weeks of the payday which the deductions were made.

The City shall provide a monthly listing of all employees for whom dues are being deducted by the City.

All other deductions shall be taken out before the FOP Lodge #3 check off is taken from the employee's wages. In the event no wages are left in any pay period to meet the FOP Lodge #3 check off, the City is not responsible for the check off. If an employee is on unpaid leave, the City is not responsible for the voluntary deduction as provided for in this Article. FOP Lodge #3 will protect and save harmless the City from any and all claims, demands, suits, and other forms of liability by reason of action taken by the City for the purpose of complying with the above provisions.

ARTICLE 3

LODGE BUSINESS, STATUS, AND RIGHTS

Section 1. Official Time Off.

The President, Vice-President, Second Vice-President, Secretary, and Treasurer of Lodge #3 shall be given time off with pay to attend the regular monthly meeting of the FOP Lodge if such officers are in an on-duty status, provided that no more than two of the listed officers are working on the same shift in the same Division**,** or in the case of the Municipal Court, one. The Police Chief, or the Administrative Judge of the Municipal Court (AJMC), where appropriate, will allow reasonable time off with pay for the remainder of the FOP Lodge #3 Board of Directors, as certified by the President for monthly Fraternal Order of Police Lodge #3 meetings if such officers or PSOs are in an on-duty status at the time of the meeting.

FOP Bargaining Unit Representatives shall be assured paid leave for conferences and/or seminars as follows:

160 hours for TPD officers in the even numbered years;

16 hours for PSOs in even numbered years;

360 hours for TPD officers in the odd numbered years; and

40 hours for PSOs in odd numbered years**.**

Bargaining unit members, at the discretion of the FOP President and the Labor Council Chairperson, may use the hours to attend the National or State conference or State board meeting subject to the approval of the Chief or AJMC whichever is appropriate.

The paid leave will not be deducted from the individual's leave accruals. FOP Lodge #3 through its President shall designate who receives the time allocations and

in what amounts, not to exceed the above totals for the length of each event/conference. Members who are elected to State or National Office may request additional time to perform duties of the office by submitting a written request to the office of the Chief of Police or AJMC, if applicable. If the President of the FOP is a bargaining unit member of the Topeka Police Department, he/she will be granted paid leave to attend the aforementioned National Conference, State Conferences, and State board meetings. Such leave shall not be deducted from the individual's accruals or from the aforementioned paid leave allocations provided generally for bargaining unit representatives.

Section 2. On-Duty Business.

FOP Lodge #3 business occurring during on-duty hours and/or on City property may be allowed, provided that the business does not interfere, impede, or disrupt assigned and necessary duties of the Police Department or Municipal Court at the sole discretion of and determined and authorized by the Police Chief or AJMC. Further, FOP Lodge #3 business conducted as stated above must be requested in writing to the Police Chief or AJMC at least forty-eight (48) hours in advance, except for standing meetings, and shall not cause additional costs or otherwise distract from the job.

No more than five (5) on-duty members of the Labor Council (unless a greater number is authorized by management) may be granted time to attend meetings which are mutually set by the Employer and FOP Lodge #3, provided an employee's attendance does not cause an unreasonable shortage of manpower as determined at the sole discretion of the Police Chief or AJMC. Such employer/employee meetings shall neither be charged against any attending employee's leave time nor make an employee eligible for overtime or any other premium pay provisions.

Additional time off with pay may be granted to members of the Labor Council, provided staffing levels are not unreasonably or unduly affected as determined by the Police Chief or AJMC, for discussing the results of meetings or other current negotiation concerns following a written request by the Chairman of the FOP Labor Council to the Police Chief and/ or AJMC.

Section 3. Reassignment of President.

In the event that the President or President-elect of the FOP Lodge is a member of the bargaining unit and is assigned to other than the day shift, the member shall, at the member's request, be reassigned to the day shift without regard to seniority for the duration of his/her Presidency; provided, however, that the President or President-elect may only declare his/her intent to move to day shift at shift bid time or at time of appointment. The reassignment may occur when an opening exists on the shift or at implementation of shift bid. A position will not be created or be in addition to designated personnel allocations.

Section 4. Recruit Orientation.

The Employer shall grant the FOP Lodge at least two hours to present information to new employees during the recruit orientation**.** The presentations may be made by the Lodge President or other representatives selected by the President and approved by the Chief. Time allowed for this purpose shall be scheduled by the Training Director.

Section 5. Office Space and Use of Facilities.

Management agrees to allow FOP Lodge #3 access to members' mail boxes, slots, or trays for the purpose of disseminating information of interest to its members. E-mail may be used by FOP officers to distribute information to the bargaining unit members. FOP Officers shall include the President, Vice President, Secretary,

Treasurer, and Labor Council Chairperson.

FOP Lodge #3 shall be permitted, with prior notification to the Chief of Police and AJMC**,** to place ballot boxes in an easily accessible location in all Police Department and Municipal Court buildings for the purpose of collecting members' ballots on all FOP Lodge issues subject to ballot. Such boxes shall be the property of FOP Lodge #3 and neither ballot boxes nor ballots shall be subject to review by the City.

FOP Lodge #3 shall be allowed to maintain a bulletin board in a conspicuous location for the posting of notices of interest to its members. The bulletin board shall be provided and maintained by, and remain the property of, FOP Lodge #3. In addition, FOP Lodge #3 shall be allowed to post notices on the bulletin boards in each Division office and other conspicuous locations, except for the lobby area or other areas generally accessible to the public.

The Employer agrees to provide FOP Lodge #3 with private office space in which the Lodge may conduct its business. Any newly-assigned space shall be comparable in size to the existing office. The Lodge agrees to furnish and maintain the office space.

FOP Lodge #3 shall be allowed to maintain a suggestion box for use by the bargaining unit members and the Labor Council.

Section 6. CHAPPS Program.

The Cops Helping to Alleviate Police Problems (CHAPPS) program has been replaced by the City Employee Assistance Program.

ARTICLE 4
COMMITTEES

Section 1. Meetings, Reports, Appointments.

Members of all Departmental Committees and Boards, excluding the Defensive Action Review Team (DART), shall be given seven (7) days' notice of meetings by Management. Notification will include date, time, location, and when available, an agenda. A minority report may be submitted by the dissenting committee members of any of the Department boards or committees. Any minority report shall be submitted directly to the Chief of Police.

Any officer appointed to a Committee may, for good cause and by written statement, inform the Chief of Police that the appointment creates or works a hardship upon the officer, who will then be removed from the Committee. This removal shall not be prejudicial to the officer and no stigma will attach.

Section 2. Committees.

The Uniform, Accident/Pursuit, Awards, and DART committees, or any newly-formed permanent committees, will have at least two (2) representatives from the FOP Lodge #3 bargaining unit.

The above listed bargaining unit members shall be appointed by the President of the FOP, provided that the President is a member of the Topeka Police Department bargaining unit, or by the Chairperson of the FOP Labor Council.

The same FOP Lodge officials may also name one alternate member for each bargaining unit member on each committee who may attend the committee meeting in the event the regular FOP appointed member is not available. The responsibility for notifying the alternate member of a scheduled meeting shall rest with the FOP.

ARTICLE 5

HOURS OF WORK

Section 1. Hours of Work and Overtime.

The normal work day, except as noted below, shall be eight (8) or ten (10) consecutive hours and the normal work period shall be eighty (80) hours.

A. The work period shall consist of fourteen (14) consecutive days beginning with the shift nearest to or after the time of 0001 hours every other Saturday.

B. The work day will be any regularly scheduled consecutive eight (8) or ten (10) hour period, beginning at the start of the employee's regularly assigned shift, except as noted below.

C. For the purpose of this section, an employee who elects to change shifts will not be considered to have worked in excess of eight (8) hours on any one workday.

D. For the purpose of computing overtime, paid leave shall be considered time worked unless otherwise stated in the contract.

E. The work period shall be the determining factor in computing overtime, not the workday.

F. With the consent of the employee affected, Management may split the workday to accommodate the attendance of the employee at schools and in-service training.

G. Employees in certain public contact areas noted herein shall work assigned office hours more closely related to the 8 to 5 schedule, consisting of an eight (8) hour day with an hour for lunch: working from 0800 hours until 1200 hours; being off for lunch from 1200 hours to 1300 hours; and working from 1300 hours to 1700 hours. The officers affected will be those assigned to the

following assignments:

1. During the school year School Resource Officers will normally work a day that coincides with the school day, being at their schools at or near 0800 hours; taking a lunch as the school students do; and leaving the school to return to their office after the close of the school day, generally 1530 hours, to complete an eight (8) hour day.

2. Property, Impound, Records, Training, Crime Prevention, Internal Affairs, Crime Analysis Unit, Traffic Engineering, and Accreditation will generally conform to the 8 to 5 work schedule.

3. Any new assignments that are predominantly an office assignment shall, with the agreement of the FOP Labor Council, be assigned to a nine (9) hour day. The posting of the job vacancy shall include the hours of work agreed to by the City and the Union. This scheduling will be posted with the job openings for these positions as part of the job description and working requirements. Any officer who applies for the Department positions is understood to have given specific acceptance of these working hours and to agree to them if transferred to these areas. Officers assigned to these areas prior to January 1, 1999 were grandfathered into the hours they were then working in those areas. If these grandfathered officers are involuntarily moved from the public contact work areas by Management but later return to these work areas, they will be allowed to work the hours they did previously in these public contact work areas. For the purpose of this Section, Officers will be

given at least seven (7) hours off between the normally scheduled end of one shift and the beginning of their next assigned work shift. Exceptions to these provisions could be made in the event of natural disasters or extreme emergencies, as determined by the Chief of Police (e.g., plane crash, pipe line explosion, or riot).

H. PSO's will normally work staggered nine (9) hour shifts with unpaid one hour lunch periods.

I. At the discretion of the Chief and with the agreement of the Union, certain positions may on a short or long-term basis be converted to ten (10) or twelve (12) hour work days.

Section 2. Compensatory Time.

A. Officers and PSOs hired prior to January 1, 2006. Compensatory time shall be accrued at a rate equivalent to the overtime rate. A maximum of three hundred-twenty (320) hours of compensatory time earned will be allowed to accrue in 2012 and thereafter. Officers and PSOs with accruals greater than the maximum allowed per contract year do not have to take this time, but may carry it over from year to year. Accrued compensatory time will be listed on the pay stub. Those whose time is above the maximum accrual shall be frozen at their current accrual.

B. An officer or PSO may at his/her sole discretion choose between taking overtime in pay or compensatory time at the time it is earned, provided that Management may, at its discretion, designate in advance compensatory time or pay for voluntary assigned overtime to enable control over staffing and budget allocation; provided further, that once an officer or PSO has elected to take overtime in compensatory time, there shall be no entitlement to receiving payment for said time other than in the form of approved leave, except as provided for under the provisions

of the Fair Labor Standards Act **(**FLSA).

C. Officers and PSOs hired on or after January 1, 2006: Compensatory time shall be accrued at a rate equivalent to the overtime rate. A maximum of two hundred-forty (240) hours will be allowed to accrue in 2006 and thereafter. The Chief of Police or his/her designee**,** or the AJMC, where applicable, may designate compensatory time or pay for overtime worked.

D. Bargaining unit members leaving the employment of the City shall be paid for all compensatory time accrued at the higher of either the final salary or the average rate of pay over the employee's last three years of employment.

Section 3. Advance Posting of Work Schedules.

FOP Lodge #3 recognizes the difficulty Management has in scheduling and maintaining manpower and in no way wishes to impose undue restrictions; however, the following general guidelines will be followed as much as possible in hopes of improving Management-Employee relations.

A. When possible, Management shall post the monthly or bi-weekly schedules at least seven (7) working days in advance of the start of the schedule.

B. When possible, Management shall give employees seven (7) working days' notice of changes in work assignments which require a change in duty hours, other than a change in roll call within a shift, or days off.

C. When possible, Management shall notify employees of special assignments such as schools, seminars, in-service training, etc., at least seven (7) working days in advance of the start of such assignment.

Section 4. Breaks.

Police Officers shall be allowed two (2) fifteen (15) minute breaks during their regularly scheduled shifts and PSOs shall be allowed one (1) fifteen (15) minute break during each half of their regularly scheduled shifts, to be taken within their area of assignment.

There will be no more than two (2) police units taking a break or having a meal at any one location unless specifically approved by a duly authorized supervisor; provided, however, that up to four (4) police units may take a break at one location between the hours of 0300 and 0600 unless more are authorized by a supervisor.

Exceptions will only be permitted when specifically approved in advance by the Zone Supervisor for territories which have no suitable facility for breaks.

No break, including time to travel to and from the location where the break is taken, shall exceed fifteen (15) minutes in duration.

Meal periods for Police Officers shall not exceed 35 minutes in duration, excluding travel time when taken within the City limits and 35 minutes including travel time from the City limits when taken outside the City limits. Officers will be subject to calls while on breaks/meal periods.

Section 5. Bidding for Shift Assignments.

Officers assigned to the Field Operations, Special Operations, or Criminal Investigation Division (CID) shall be assigned to their shifts by the Division Commander based on the results of a seniority bidding process. Seniority is defined in Article 8 of this contract.

Officers assigned to specialty units, as defined in Appendix B, shall be allowed to bid for shifts within their respective units by seniority bid in classification

(Rank), without time in unit being considered. Bidding for shifts within unit is only necessary for units that have officers working more than one fixed shift. This contract provision applies to any new units that may be formed by Management of the Topeka Police Department. Officers assigned to CID shall be allowed to bid for shifts by seniority in classification. Probationary officers with less than 18-months of service with the Topeka Police Department are excluded from these provisions until 60 days following their release to the evaluation phase of the Field Training Officer (FTO) training program.

Newly promoted detectives shall be eligible to bid; however, the shift assignment shall not take effect for ninety (90) days.

A general bidding for shift assignments will be held twice per year at a place announced by the Chief. Bid sheets will be posted from June 1 thru 15 and December 1 thru 15. Manpower requirements for each shift shall be set prior to shift bidding process and posted with bid sheets. Results will be posted on departmental bulletin boards or previously recognized and accepted posting areas by June 30 and December 31 and will be effective at the start of the first full work schedule in July and January. Assignments will be made by the Division Commander based on the seniority bidding results and posted manpower.

The City shall not be required to consider officers who fail to bid, with the exception of those officers who, during the entire bid time, are absent due to sick leave, vacation, or other valid reasons in which case a written bid or E-mail to each member of their Chain of Command, directed to the Division Commander, must be made prior to the bid closing date and time in order to be considered. The results shall be posted on the departmental bulletin board or previously recognized and accepted posting areas by the Division Commander. Officers who do not bid will be

assigned at the discretion of the Division Commander after all other assignments are made based on the shift bid results.

If any officer accepts a voluntary special duty assignment which is to last more than 45 days, that officer will be excluded from the shift bidding process during the time he/she is in the special duty assignment unless he/she is scheduled to return to regular duty within thirty (30) days after that shift bid is to take effect. Upon returning to regular duty, that officer will be assigned by the Division Commander until the next shift bidding period, when the officer will return to shift assignment by seniority.

A vacancy on a shift as a result of resignation, promotion, transfer, or special duty assignment may be allocated to any shift depending on need. Such allocated vacancy, if filled, will be done so by the seniority bidding process. Any reassignment of officer personnel to meet Unit requirements and needs will be done by seniority bidding if the assignment is to exceed sixty (60) days.

Bidding for varied, overlapping shifts established and maintained for PSOs during the necessary hours of coverage shall occur once annually, from December 1 through 15, to become effective on the first day of the first full work schedule in January. After the AJMC has first assigned all PSO II classifications to priority shift positions, the remaining openings shall be filled through PSO I election, beginning with the most senior bargaining unit member in that classification based on time of service with the Municipal Court, as set forth in Article 8, Section 1.

Section 6. Court Appearance.

Officers**,** including throughout this Section PSOs**,** who are required to attend Court, and/or a pre-trial conference, when not in pay status to appear as a witness as a result of their official duties will be paid the greater of:

(a) 2 hours “show-up” time, or

(b) actual hours worked or waiting to be called as a witness, subject to the provisions listed below.

A. Officers who are subpoenaed for more than one case in one day will receive payment of either (a) or (b) for a case in the morning and another payment for a case in the afternoon.

B. Officers who are subpoenaed for a single case in one day will receive payment of either (a) or (b) for appearing in the morning and another payment of either (a) or (b) for appearing in the afternoon, except that a payment under (a) for an afternoon case where the officer received payment under either (a) or (b) in the morning shall be 1-hour “show-up” time. If the officer qualifies under both this paragraph and paragraph A, the higher of the payments will apply but in no case will payments under both provisions be made.

C. If an officer is subpoenaed for a time which falls exactly on the starting time of the officer’s assigned duty shift, the officer may not be required to report to court until the exact time specified on the subpoena unless the officer is paid the two hours of “show-up” time.

D. An officer subpoenaed for a time falling exactly at the ending of his/her shift shall be paid as if the regular shift had been extended, and therefore shall not be entitled to “show-up” pay.

E. An officer shall be paid one hour show-up time or the time actually spent in Court, whichever is greater, in the event the Officer is subpoenaed for a time two hours or less from the Officer’s regular shift starting time.

F. An officer shall be paid either (a) or (b) above in the event the officer is subpoenaed to court during non-duty time unless the officer is subsequently

advised, prior to the time the officer appears at court, that he/she is not needed as a witness and is released. An officer shall receive either (a) or (b) above in the event the officer has contacted the prosecutor's office within two hours of the scheduled court appearance and has been advised that the appearance is still scheduled.

G. An officer will be paid only for the time actually worked or waiting at the place of the hearing to be called as a witness if a subpoena specifies an appearance at a time during the officer's regular scheduled shift and the subpoena was received by the officer prior to the time the officer had requested leave of any type.

H. An officer shall be paid in accordance with either (a) or (b) above, whichever is greater, if requested leave has been granted prior to the time the officer was personally notified of a subpoena to appear at a time during the regularly-scheduled shift of the officer.

I. Off-duty Officers who are told they do not have to show up at the place of the hearing but must be on phone standby will receive two (2) hours of standby pay or compensatory time if they ultimately do not have to attend the hearing in person.

J. All witness fees received will be turned over to the City. Failure to turn in witness fees will result in loss of equivalent pay and possible disciplinary action, including termination of employment.

Section 7. Jury Duty.

Any officer normally assigned to a shift that begins after noon but before 3:00 a.m. who is selected to serve on a jury will be given a temporary assignment to first shift. This temporary assignment will be only for the duration of jury service and will

not change the officer's normally scheduled days off or be considered time worked for FLSA. The initial day of jury selection (prior to being selected) will be considered as work time but not subject to FLSA. Officers required to be at Court on the initial day of jury selection for four (4) or more hours will not be scheduled on the 2nd or 3rd shifts that day but rather fill out the remainder of an eight (8) hour work period.

ARTICLE 6

VACATIONS

Section 1. Accrual Rates for Police Officers.

Vacation time for police officers shall be determined as follows:

A. From the beginning of the first year of service to the end of the fourth year of service, bargaining unit members shall accrue vacation at the rate of 3.69 hours per pay period.

B. From the beginning of the fifth year of service to the end of the ninth year of service, bargaining unit members shall accrue vacation at the rate of 4.62 hours per pay period.

C. From the beginning of the tenth year of service to the end of the fourteenth year of service, bargaining unit members shall accrue vacation at the rate of 5.54 hours per pay period.

D. From the beginning of the fifteenth year of service to the end of the nineteenth year of service, bargaining unit members shall accrue vacation at the rate of 7.39 hours per pay period.

E. From the beginning of the twentieth year of service to the end of the twenty-fourth year of service, bargaining unit members shall accrue vacation at the rate of 8.31 hours per pay period.

F. From the beginning of the twenty-fifth year and for all succeeding years of service, bargaining unit members shall accrue vacation at the rate of 9.23 hours per pay period.

Section 2. Accrual Rates for Protective Service Officers.

Vacation time for PSOs shall be determined as follows:

A. From the beginning of the first year of service to the end of the fourth year of service, PSOs shall accrue vacation at the rate of 3.692 hours

per pay period, not to exceed 96 hours per year.

B. From the beginning of the fifth year of service to the end of the ninth year of service, PSOs shall accrue vacation at the rate of 4.615 hours per pay period, not to exceed 120 hours per year.

C. From the beginning of the tenth year of service to the end of the fourteenth year of service, bargaining unit members shall accrue vacation at the rate of 5.539 hours per pay period, not to exceed 144 hours per year

D. From the beginning of the fifteenth year of service to the end of the nineteenth year of service, bargaining unit members shall accrue vacation at the rate of 6.462 hours per pay period not to exceed 168 hours per year.

E. From the beginning of the twentieth year of service to the end of the twenty-fourth year of service, bargaining unit members shall accrue vacation at the rate of 7.385 hours per pay period, not to exceed 192 hours per year.

F. From the beginning of the twenty-fifth year through the twenty-ninth year of service, bargaining unit members shall accrue vacation at the rate of 8.308 hours per pay period, not to exceed 216 hours per year.

G. From the beginning of the thirtieth year and for all succeeding years of service PSOs shall accrue vacation at the rate of 9.231 hours per pay period, not to exceed 240 hours per year.

Years of service, as used above, shall include all years worked for the City of Topeka. No bargaining unit member shall lose vacation benefits as the result of an on the job injury.

All members of the bargaining unit may carry over up to forty (40) days (320 hours) of vacation time into the next calendar year. Upon retiring, an officer or PSO shall be paid the amount of vacation time accrued at the date of retirement. No minimum or maximum amount of vacation will be required to be taken in any given twelve-month period.

Vacation privileges will be given on a first come, first served basis. Requests made at the same time will be considered on a seniority basis with those having the greater seniority being granted first. In the event that any employee should have more than the maximum number of days/hours allowed for carry over, Management shall elect one of two options for the employee: (1) Management, at its discretion, shall assign vacation days off, or (2) Management shall pay the employee for such days/hours exceeding the maximum carry-over.

Vacation days shall be allowed to be taken on any day of the week without prejudice or discrimination subject to manpower needs. The City will make every effort to afford employees requested vacation time; however, Management maintains the right to make adjustments to vacation schedules dictated by personnel needs. Any withdrawal of approved vacation requests shall be done on a seniority basis with those having the least seniority being rescinded first.

Time away from work requests shall be submitted in writing at least one hour prior to the end of a shift, personally communicated to the employee's supervisor or**,** where appropriate**,** watch commander, and approved or disapproved by the end of the shift during which the request is submitted and personally communicated to the supervisor on duty if the request is for time off during the current work schedule. An employee may consider his/her request for leave to have been approved in the event the supervisor has not denied the request by the end of the shift during which

the request was made.

Bargaining unit members may submit time away from work requests up to six (6) months in advance.

Recognizing administrators have the ability to project work schedules in advance, Management will not deny time away from work requests based on the time the request was submitted, as long as the time away from work request is within a six (6) month period.

Vacation time away from work requests for time off outside the current schedule shall be in writing and shall be approved or disapproved within five (5) days of the end of the shift during which the request was made. An employee may consider his/her request for leave to have been approved in the event Management has not denied the request within these five days. For the purposes of this section, time away from work requests shall include only vacation, compensatory, and personal leave time.

Any denial (disapproval) of a leave request shall, on request of the applicant, be provided to the applicant in writing, stating the reasons for the denial, and bearing the signature of the member of Management who denied the leave request.

Section 3. Personal Leave for Perfect Attendance.

Officers and PSOs shall earn one day of personal leave for each consecutive ninety (90) calendar day period of perfect attendance**,** provided, however, that any absences of four (4) hours or less for the purpose of attending an appointment with a medical care provider shall not count against the perfect attendance record. An officer or PSO may accumulate up to four (4) workdays for this purpose annually. However, none of the ninety (90) day periods may overlap into another ninety (90) day period.

Section 4. Personal Leave Day.

Two annual personal leave days will be granted each member of the bargaining unit beginning on January 1 of each year.

Section 5. Personal Leave Utilization.

Personal leave shall be allowed to be taken on any day of the week without prejudice or discrimination, subject to manpower needs. The City will make every effort to afford employees their personal leave days when requested. Personal leave will only be taken in eight (8) or ten (10) consecutive hour increments based on the work hours an employee maintains when the time is taken.

Section 6. Unused Personal Leave.

Any unused personal leave at the close of each calendar year must be scheduled to be taken no later than January 31 to be taken during the period of January 1 through April 30 of the calendar year. Any unused personal leave time carried over and not used by April 30th will be forfeited. An extension may be granted with approval of the Police Chief or, where applicable, the AJMC, provided the request for an extension is made in writing via the chain of command to that level.

ARTICLE 7

HOLIDAYS

Section 1. Designated Days.

Designated holidays shall include:

New Year's Day - January 1

Martin Luther King, Jr.'s Birthday - Third Monday in January

Memorial Day - Last Monday in May

Independence Day - July 4

Labor Day - First Monday in September

Veterans Day - November 11

Thanksgiving Day - Fourth Thursday in November

Thanksgiving Friday - Friday following Thanksgiving

Christmas Eve Day - December 24

Christmas Day - December 25

Section 2. Holiday Pay.

The City will pay holiday pay to all essential employees who are scheduled to work on the holiday. Essential, as used in this context, shall mean only the personnel who are absolutely basic and so necessary as to be indispensable to the operation of the Department or the Municipal Court and the safety of the public. Convenience is not a considered factor. The Chief of Police has the sole discretion to determine the officer positions that are essential during any holiday period.

Any bargaining unit member required to work on a designated holiday will be paid for one and one half (1½) times the number of hours actually worked in addition to normal compensation for that day. The employee shall be granted at his/her discretion either overtime pay or compensatory time (unless at maximum compensatory time) in addition to normal daily compensation for the hours worked

on a designated holiday.

Employees who's regularly scheduled days off falls on a holiday will be paid an additional eight (8) or ten (10) hours (depending the hours the employee maintains) hours at their regular rate of pay or may elect to take this as compensatory time. The City and FOP Lodge #3 recognize that all bargaining unit members operate under either a rotating days off or permanent days off schedule. While it may be necessary to deviate from these schedules due to special events requiring extra manpower or extenuating circumstances, no deviation may be made for the express purpose of avoiding the payment of holiday pay without the consent of the employee(s) involved.

Employees requesting sick leave reimbursement on a designated holiday will be paid eight (8) hours or ten (10) hours at their regular rate of pay.

When a bargaining unit member has requested vacation leave reimbursement and a designated holiday occurs during the approved vacation leave, that individual will receive eight (8) hours or ten (10) hours of pay for the holiday and no hours will be deducted from his/her leave accrual.

Any bargaining unit member who is determined to be non-essential and does not work the holiday shall be paid eight (8) hours or ten (10) hours at his/her regular rate of pay. Any employee scheduled to work a designated holiday and who reports for duty, but is later deemed by Management to be non-essential and is sent home, will be paid his/her full holiday pay or may elect to take it as compensatory time and will be decided by seniority.

ARTICLE 8

SENIORITY

Section 1. Seniority Defined.

Officer seniority shall be based on continuous length of service in classification without a break or interruption except as noted in Section 2 of this Article; provided, that any suspension for disciplinary purposes of fifteen (15) calendar days or less shall not constitute a break or interruption of service within the meaning of this Section.

Seniority shall commence from the date an officer enters a classification.

A list of employees (excluding PSOs) arranged in order of seniority by classification and a list arranged in total service with the Topeka Police Department as sworn police officers shall be maintained and made available for examination by employees, provided that the seniority lists shall be revised and updated at the end of each year and a copy transmitted to FOP Lodge #3.

Where two or more employees in the same classification were appointed on the same date, then length of total service with the Topeka Police Department as sworn police officers shall determine their seniority in classification. If length of total service with the Topeka Police Department is also the same, then seniority will be determined by a lottery administered by the Chief; provided, that for the purpose of seniority shift bidding, officers who have the same date of classification and same length of service shall be given their shift preference based on the lottery system for each shift bid period. In the event a lottery is conducted, the affected officers and/or their FOP representatives shall be notified of the time and place of the lottery. The affected officers and/or their FOP representatives shall be allowed to witness the conduct of the lottery.

General seniority for PSOs shall be based on the entirety of their respective service as benefit-eligible employees with the City of Topeka. For shift bidding purposes under Article 5, Section 5, however, seniority shall be based only on the total length of service with the Municipal Court.

Section 2. Seniority Broken by Resignation.

An officer who resigns may, at the sole discretion of the Chief, be reinstated within ninety (90) calendar days of the effective date of resignation. In such a case, the officer shall be reinstated at an entry-level position unless an exception is made by the Chief, but regardless must re-serve an initial probation.

If seniority is broken by resignation and the officer is subsequently rehired and remains employed in a full time civil service capacity for five (5) years following the last date of hire, the previous employment period will be added to the officer's continuous service and considered as part of seniority. Only one (1) such seniority allocation shall be allowed per individual. Any officer with prior service with the Department must be rehired within three years to be eligible for former service seniority credit.

The seniority of a PSO who resigns and is rehired will be established based on the entirety of his/her prior service as a benefit eligible employee with the City of Topeka.

Section 3. Seniority Broken by Medical Disability Retirement.

If seniority is broken by medical disability retirement and the condition(s) have been corrected such that the officer is subsequently rehired through the selection process, that officer will, upon completion of one (1) year in a full time civil service capacity following the date of rehire, have the previous employment period added to the officer's continuous service and be considered as part of seniority. Only one (1)

such former service seniority credit shall be allowed per individual and only if the employee is rehired within five (5) years of his or her medical disability retirement. The seniority of PSOs rehired after a medical disability retirement will be determined in the same manner as those who return to City employment after a resignation, as set forth in Section 2 above.

ARTICLE 9

LAYOFF

Section 1. Layoff.

Layoff shall be defined as a reduction of staff or the elimination of a classification, position, or job for any reason the Police Chief**,** AJMC**,** and/or City Manager may deem necessary for the efficient and economical operation of the Department or Municipal Court.

In the event of a layoff, the persons to be laid off within a classification will be determined on a "last hired, first to be released" basis and shall be subject to reemployment and severance pay as provided for in Sections 3 and 4 below.

Section 2. Bumping.

Bumping shall be defined as the process under which a full-time officer or PSO may choose to move to a lower classification (rank in the case of a police officer) in the event the employee is scheduled to be laid-off pursuant to the provisions of this Article.

A. An officer scheduled to be laid off may "bump" into any classification (rank) previously held by the officer; provided that another officer within that classification (rank) has less seniority than the officer making the "bump".

B. The "bumping" process may continue until there are no officers within a classification (rank) with less seniority than other officers within the same classification (rank) who are scheduled for lay-off.

C. A PSO may bump into any other bargaining unit classification within the Municipal Court.

Section 3. Short Term Reduction in Force.

A. General.

A lay-off is a temporary reduction in the work force due to a shortage of funds, lack of work, abolishment of a position, or other material change in duties or organization. It differs from other forms of separation in that there is an anticipated reinstatement of the employee as soon as the conditions which necessitated the lay-off are ameliorated. A lay-off is intended to protect a regular, full-time employee's tenure, related benefits, and privileges.

B. Re-employment.

1. A bargaining unit member who has been laid-off shall have his or her name entered on a reemployment eligibility list within his/her respective Department (i.e., Police or Municipal Court), which lists shall be arranged based on the years of seniority of the laid-off personnel.

2. An individual's name may be removed from the reemployment eligibility list for any one of the following reasons:

a. Expiration. The names of all employees laid-off shall remain on the reemployment eligibility list for a maximum period of 48 weeks.

b. Waiver. An employee may elect to waive the right to recall after having been laid-off for a period of eight weeks by signing a waiver form provided by the City. Those who waive the right to recall shall immediately become eligible to receive severance pay.

c. Forfeiture. Employees forfeit the right to severance pay and recall if they:

(1) Refuse recall within five days of notice.

(2) Fail to answer written inquiries from the City's Human Resources Department when proper notice is given.

(3) Fail to advise the Human Resources Department of a change in address and/or telephone number.

C. Reinstatement.

1. Order of Recall. Employees shall be recalled from the applicable reemployment eligibility list in order of seniority.

2. Wages. Employees recalled within six months shall be given credit for their accrued seniority for the purposes of determining salary. Any Corporal, Sergeant, Detective, or PSO who is recalled to a lower classification shall be given priority for any promotions to a classification formerly held by the employee.

3. Benefits.

a. Vacation. Employees who are recalled from lay-off shall, at the time of reemployment, commence accruing vacation leave.

b. Sick Leave. Any sick leave accumulated but not utilized at the time of lay-off shall be reinstated at the time of recall.

c. Seniority. Employees recalled shall be given seniority credit for the entire period of time of the lay-off.

D. Notice of Lay-Off. An employee scheduled for lay-off shall be given at least five working days of notice of lay-off and the reasons therefore. The five days of notice may be waived by the payment of five days of pay at the individual's straight time, base rate of pay.

E. Benefits During Lay-Off.

1. Vacation Time. An employee on lay-off may elect to take any vacation and/or compensatory time which the employee has accrued prior to the lay-off. Vacation time shall not accrue during the period of the lay-off.

2. Group Insurance. An employee may elect to continue group insurance for eighteen months from the date of lay-off. Timely payment of the insurance premiums shall be the responsibility of the employee.

3. Other Benefits. Additional benefits shall not accrue nor shall they be paid to an employee during the period of a lay-off.

F. Grievance. Lay-off and demotions necessitated by the conditions given in Section 1 of this Appendix shall not be subject to grievance except to contest the order of lay-off among the affected employees.

Section 4. Permanent Reduction In Force: Severance Pay.

A. General. The purpose of severance pay is to provide temporary relief to employees who have lost their jobs through no fault of their own. Separations may occur for, but are not limited to, the following reasons:

1. An employee is not recalled from lay-off within 48 weeks.

2. An employee voluntarily waives the right to recall as described in subsection B. 2. b.

3. Work is eliminated and is not anticipated to be necessary in the foreseeable future.
4. Work is reassigned to other employees.
5. The qualifications for a position change.

B. Severance Pay.

1. Amount. Employees eligible to receive severance pay shall be compensated according to the following schedule:

LENGTH OF SERVICE	SEVERANCE PAY
-0- Less than 1 year	-0-
1 year, less than 10 years	1 week of salary for each complete year of service as of the date of separation.
Over 10 years	2 weeks of salary for each complete year of service, as of the date of separation.

In no case shall the amount of severance pay exceed one year of salary of the laid-off individual. Severance pay shall be calculated using the employee's regular base hourly wage including premium performance payments for Corporal, Detective and Sergeant.

2. Other Benefits.

a. Vacation Time. Employees who are permanently separated and who have successfully completed the probationary period shall be paid the unused portion of vacation time accrued.

b. Unemployment Compensation. State law shall determine the eligibility of a separated employee to draw Unemployment Compensation.

C. Forfeiture of Severance Pay.

1. Ineligibility. Employees who resign, retire, or are fired for cause are not eligible to receive severance pay.

2. Relinquishment. The City may, at its discretion, provide counseling and assistance to employees who are laid-off.

ARTICLE 10

SICK LEAVE

Section 1. Accrual.

Bargaining unit members shall accrue sick leave at a rate of 3.692 hours per pay period. An employee must be performing assigned duties or on authorized accrued paid leave to be eligible to accrue sick leave.

Section 2. Injury on the Job; Related Sick Leave.

An employee who is temporarily totally disabled as the result of an accidental injury not caused, created, or substantially contributed to by his/her own negligence and arising out of and in the course of their employment, who cannot perform the duty**,** may make application to the Chief of Police or AJMC, whichever is appropriate for restoration of the use of up to 160 hours of accrued sick leave.

An employee injured arising out of and in the course of his/her employment who receive temporary total Workers' Compensation benefits may utilize a pro-rated amount of sick leave in order to enable the employee to earn compensation in an amount equal to his/her normal salary during the time he/she is temporarily totally disabled. Under no circumstances shall an employee pro-rate sick leave for permanent total disability. An employee who is receiving Workers' Compensation of any kind shall not accrue sick leave, unless required by the Family and Medical Leave Act (FMLA).

In the event an employee is off duty in excess of 160 hours as a result of an accidental job related injury or a job related sickness and, in the opinion of the City Health Care Provider (CHCP), the employee cannot perform duty, that employee may petition the City Manager of the City of Topeka for restoration of sick leave during the period of incapacitation and inability to work. The petition shall

specifically state: the type of injury sustained; the date the injury occurred; the location where the injury occurred; the circumstances surrounding the injury; and the estimated number of days the employee expects to be off duty as a result of said injury. Said petition shall be accompanied by a signed statement from the Chief of Police or AJMC whichever is appropriate stating precisely and clearly Management's recommendation for the approval or disapproval of said petition. In addition, the employee requesting restoration of the use of accrued sick leave shall attach a statement from a medical doctor, duly licensed by the state in which he/she practices the profession, containing a concise statement of the injury sustained by the petitioning employee; the estimated number of days of treatment; an approximate date when the employee shall be returned to full duty; and the determination of the CHCP. Each petition for injury-related sick leave in accordance with the above terms shall be considered on its facts and merits.

In the event the employee so injured or suffering from sickness is incapacitated and unable to act for him or herself, the appropriate application may be submitted by someone on his/her behalf.

Section 3. Physical/Medical Inability to Work.

A. Light Duty Assignment. The City shall provide an unlimited number of light duty assignments within the Police Department to be made available to officers who are medically recommended to perform light duty assignments due to an injury, illness, or other medical condition, to the extent it does not interfere with fulfillment of the mission of the Police Department. Light duty assignments within the Municipal Court for PSOs, however, shall be at the discretion of the AJMC. An officer shall work a nine (9) hour shift with one hour off for lunch in the event a

light duty assignment is for more than seven (7) calendar days. The appropriate Division Commander can adjust the nine (9) hour shift to eight (8) hours at his/her discretion. Officers assigned to a ten (10) hours shift shall remain so assigned during the light duty assignment. Any hours worked in a light duty assignment where the essential duties of the position are not being completed by the employee shall not count as hours worked for purposes of completing a probationary period.

B. Medical Leave of Absence. If an employee is unable to perform his/her regular duty assignment or a light duty assignment and has exhausted all of his/her leave, he/she may be given a medical leave of absence. Any employee on a medical leave of absence shall not accrue sick leave or vacation leave. The employee shall not lose his/her position on the promotion roster, be demoted, or removed from the force due to utilizing a Medical Leave of Absence.

C. The City may require an employee on medical leave of absence of more than six (6) months to be examined by the CHCP to determine if he/she will be able to return to the assignment he/she was holding prior to the leave of absence. In the event he/she cannot resume full duty status within 12 months of the injury or illness, a determination will be made by the Chief of Police or the AJMC, if appropriate**,** and the CHCP regarding reassignment or medical retirement.

D. The City may require an employee on Light Duty or Sick Leave of more than six (6) months to be examined by the CHCP to determine if he/she will be able to return to the assignment he/she was holding

prior to the light duty assignment or sick leave. In the event he/she cannot resume full duty status within twelve (12) months of the start of the light duty assignment or sick leave, a determination will be made by the Chief of Police or the AJMC, where appropriate**,** and the CHCP regarding reassignment or medical retirement.

E. Nothing in this Section shall preclude the Chief of Police from exercising his/her discretion under Article 10, Section 2, of this Agreement.

Section 4. Family Sick Leave.

Employees may use accrued sick leave to care for members of their family as defined herein as spouse; child; son-in-law; daughter-in-law; stepchild; parent; step-parent; spouse's parent; sibling; grandparent; grandchild; great-grandchild; a family member of the immediate household permanently residing under the same roof or any other person residing under the same roof in a shared living arrangement with the employee (but not including a person renting living space from them); or other family member -- approved by the Chief or AJMC, as applicable -- who is ill, recuperating at home, or needs to be taken to appointments for medical care. This shall not authorize use of sick leave for problems such as an automobile not starting; missing the bus; repairs to furnaces, other appliances, plumbing, or automobiles; or baby-sitting problems other than a sick child.

Section 5. Sick Leave upon Retirement/Death.

A. The City will pay for all of the sick leave accrued at the time of retirement of the Officer**,** including PSOs**,** up to a maximum of fifty-five (55) days**.** In addition, commencing January 1, 2012 the police officers shall, upon their retirement, be paid an additional accrued sick leave

incentive for all remaining hours of accrued sick leave over and above the fifty-five (55) days described above using the following formula: One dollar ($1.00) per hour multiplied by the total remaining hours of accrued sick leave. An officer or PSO need not be drawing a monthly pension check if he/she has a vested pension at the time of retirement.

B. The City shall pay all sick leave up to 1,040 hours accrued by an officer or PSO to his/her estate if killed in the line of duty.

C. The City shall pay up to 1,040 hours of accrued sick leave for any officer or PSO killed “off” duty.

Section 6. Sick Leave Abuse.

The Chief or AJMC, as applicable, may refer an employee to the Human Resources Department if, in one of their opinions the individual has demonstrated a consistent or continual lack of availability for work or has otherwise engaged in behavior which may reasonably be construed to be an abuse of sick leave. The Human Resources Department shall determine the need for referring the employee to the CHCP for consultation. The CHCP may require the employee to provide a doctor's statement showing the following, at the City's expense:

1. If the employee was treated by a physician, the date of the treatment.
2. If the employee was treated by a physician, a statement from the physician that the illness or injury was of sufficient seriousness to prevent the employee from being present at work.
3. Date or dates the employee was unable to work because of the illness or injury.
4. Date the employee may return to work to assume his/her regular duties.

Failure to comply with the above doctor's statement requirement may result in a determination that the Sick Leave in question was not supported by medical opinion, thereby leading to a denial of its utilization. The CHCP for good cause shown may waive the doctor's statement. For the purpose of this section, the doctor's statement must be from a medical doctor acceptable to the CHCP.

ARTICLE 11

FUNERAL/EMERGENCY LEAVE

Section 1. Eligibility.

A. In the event of the death of an immediate family member, as defined in Appendix C of this Agreement, an employee shall be eligible for a maximum of three (3) working days off with pay (not to be deducted from other hourly accruals). Bargaining unit members shall receive three (3) days off with pay in the event of the death of their spouse, child, parent, or grandparent. Funeral leave shall commence within 5 calendar days (including days off) of the death of the immediate family member.

1. Management may require the employee to produce evidence of the death of the family member. Additional funeral leave may be granted in extenuating circumstances at the discretion of the Chief of Police or AJMC.

2. Any employee who has misrepresented a death in the family as defined above shall be subject to disciplinary action.

B. An employee may, in the event of extreme extenuating circumstances such as a household fire, a calamity of nature affecting the household or similar disaster which threatens the health or welfare of the employee's immediate family, receive up to three days of leave with pay as determined by the Chief or AJMC.

Emergency leave shall not be authorized for non-emergency situations. For illustrative purposes only, the following situations are considered of the type for which emergency leave shall not be authorized: Transportation problems such as automobile not starting or missing the bus;

repairs to furnaces, other appliances, plumbing, or automobiles; baby-sitting problems; doctor or dental appointments other than for emergency situations; other similar, non-critical, non-emergency situations; and obligations of the employee or the employee's family.

Section 2. Funeral Expense.

The City of Topeka will provide up to ten thousand ($10,000) dollars for funeral expenses to the survivor of an active police officer or PSO who dies, payable to the funeral home.

ARTICLE 12

HEALTH AND SAFETY

Section 1. Policy and Practice.

The City of Topeka shall make provisions for the safety and health of its employees during the hours of their employment. Further, the City will provide protective devices and other equipment necessary to protect its employees from injury and sickness and maintain this equipment in proper working order to protect the health and safety of the employees.

Section 2. Damaged Property.

The City will replace or pay for items of personal property reasonably needed by officers or PSOs in the course of their duties, including authorized back-up weapons used by employees which are lost or damaged in the performance of duty. Reasonable limits on liability shall be determined by the Chief of Police or AJMC, as applicable**,** on a case-by-case basis. Acts of carelessness or negligence by an employee shall disqualify reimbursement under this provision. Approved reimbursements will be made within thirty (30) days from the date of receipt of the written request with all required and completed documentation attached. The employee may be required to produce to the Chief of Police or AJMC receipts or information regarding the original costs of the damaged personal property and/or approximate cost to replace the personal property damaged in the performance of duties.

Section 3. Care of Department Vehicles.

Sworn personnel shall keep the interior of their assigned vehicles in an orderly and litter free condition.

The City shall maintain a preventive maintenance program for Police vehicles.

If an assigned vehicle is not in safe condition, an employee may notify the duly authorized supervisor outside the bargaining unit. If the supervisor determines the Police vehicle to be in usable condition, the employee shall proceed with assigned duties. Nothing in this Section will be construed as a waiver of the officer's legal rights.

Section 4. Physical Fitness Program.

The Physical Fitness Incentive Program shall be administered by the Chief of Police or, for PSOs, the AJMC. Levels of fitness and a corresponding rating system for both officers and PSOs shall be established by the Police Chief and FOP Executive Board and approved by the City Manager. Those on the Response Team who successfully pass their Physical Fitness Test each time given will receive incentive pay based on their level of achievement. The amount of money to fund the provisions of this Section shall be limited to twelve thousand ($12,000) dollars per contract year, provided, however, that this dollar amount shall be exclusive of the amount needed to fund the above listed provision relating to the members of the Response Team.

Incentive pay shall be:

Level 1 - $15.00 per month paid quarterly.

Level 2 - $ 20.00 per month paid quarterly.

Level 3 - $ 25.00 per month paid quarterly.

Level 4 - $ 30.00 per month paid quarterly.

All FOP bargaining unit members are eligible to participate in the wellness program in the City Wellness Center by applying to the Wellness Center. The member shall have full access to the facilities within the Wellness Center. Any member may, by payroll deduction, have the difference between a single and a

monthly family membership fee deducted from his/her paycheck.

Section 5. Inoculations.

The City agrees to provide, without charge to each employee within the bargaining unit, inoculations for Hepatitis B, C, and flu and other reportable contagious diseases as may be appropriate as determined by the Occupational Health Provider. In addition, the City agrees to provide, free of charge, inoculations for members of the employee's immediate household in the event such employee is exposed in the line of duty to a reportable contagious disease. Inoculations and treatment will be provided as necessary to prevent the spread of disease as determined by the Occupational Health Provider. All employees must complete recommended medical follow-up. Employees will be compensated for actual time spent at follow-up visits.

Section 6. Personally Owned Service Weapons.

Officers shall be allowed to utilize their personally-owned service weapons, provided that the weapons are of the same brand, caliber, and model as one of the Department-issued or approved weapons, and provided further, that no modifications of any kind are made to the weapons without the consent of the Chief of Police. Any modifications to a weapon without the consent of the Chief of Police may subject the officer to disciplinary action.

ARTICLE 13

WAGES

Section 1. 2012, 2013 Pay Plan.

A. On the anniversary date in 2012 all employees shall advance one (1) step based on their hire date and years of service. On the anniversary date in 2013 all employees shall be placed in the correct step on the appropriate pay plan based on their hire date and years of service.

B. The following hourly pay schedules shall be applicable for bargaining unit employees, effective January 1, 2012 and January 1, 2013, respectively.

POLICE OFFICER PAY SCHEDULE

POSITION	YEARS OF SERVICE	2012	2013
OFFICER	1	$18.31	$18.31
	2	$19.15	$19.15
	3	$20.67	$20.67
	4	$21.53	$21.53
	5	$22.42	$22.42
	6	$23.65	$23.65
	7	$24.31	$24.31
	8	$25.03	$25.03
	9	$25.55	$25.55
	10	$26.18	$26.18
	11	$26.94	$26.94
	12	$27.49	$27.49
	13	$28.04	$28.04
	14	$28.55	$28.55
	15	$29.09	$29.09
	16	$29.32	$30.01
	17	$29.49	$30.28
	18	$29.70	$30.60
	19	$29.87	$30.88
	20	$30.16	$31.27
	21	$30.40	$31.62

Newly-hired police officers shall be moved from Year 1 to Year 2 of the pay matrix upon successful completion of their initial eighteen (18) month probationary period.

The following Premium Performance Pay Schedule shall apply to Corporals, Detectives, and Sergeants.

PREMIUM PERFORMANCE SCHEDULE

POSITION	YEARS OF SERVICE	1/1/12 hourly rate of pay plus
Corporal/ Detective	1st Year	$1.15/hr
	2nd Year	$1.55/hr
	5th Year	$2.00/hr
Sergeant	1st Year	$3.20/hr
	2nd Year	$4.00/hr
	5th Year	$4.90/hr

C. Any Corporal moving to the Detective rank or Detective moving to the Corporal rank shall be placed at the Premium Performance Pay step attained in the rank from which the officer is moving. This retention of years in rank shall apply for pay purposes only.

PROTECTIVE SERVICES OFFICER PAY SCHEDULE

POSITIONS	STEP	2012 – 2013
PSO II	1	2012: $25.65; 2013: $26.16
PSO I	1	$16.90
	2	$17.17
	3	$17.41
	4	$17.70
	5	$17.95
	6	$18.21
	7	$18.49
	8	$18.78
	9	$19.06
	10	$19.34
	11	$19.60
	12	$19.92
	13	$20.22
	14	$20.53
	15	$20.84
	16	$21.14
	17	$21.47

	18	$21.78
	19	$22.11
	20	$22.45
	21	$22.79

D. In addition to any anniversary date step increases authorized in Subsection A above, newly-hired PSO employees shall be moved from Step 1 to Step 2 of the applicable pay matrix upon successful completion of their initial six (6) month probationary period.

Section 2. Shift Differential.

Bargaining unit members shall be entitled to a shift differential as follows:

A. Eligibility for a shift differential shall be restricted to full time bargaining unit members.

B. Work starting at or after 12:00 noon, but before 3:00 a.m., shall be considered shift work.

C. Officers assigned to shift work shall be paid an additional forty-five cents ($.45) per hour.

D. An officer regularly scheduled for shift work shall receive his/her normal shift differential during regularly assigned work shifts and authorized absences for compensatory time, vacation, and sick purposes. All other payments and/or leaves shall not include shift differential in addition to base salary (including holiday pay, military leave, funeral, stand-by, court time, or any other authorized payment or paid leave).

E. Employees assigned to work four (4) hours or more of shift work shall receive the shift differential.

F. Employees receiving shift differential and also working overtime shall have their normal salary and any shift differential paid at one and one-

half (1 1/2) times their hourly rate of pay.

G. If an Officer is regularly assigned to a shift that is entitled to shift differential and the Officer is temporarily assigned to a shift that does not receive shift differential for a period not to exceed seven (7) days, then the officer will receive shift differential for the time spent in the temporary assignment.

Section 3. Standby

A. For the purposes of this section, "Standby" shall mean any time when an officer is officially notified that the officer has been placed in a standby status. Official notification shall be made by the appropriate person either in person, by phone, by leaving a message on an answering machine, by pager, or by memorandum. Notification by leaving a message on an answering machine or pager shall require that the message be confirmed by the officer before the notification shall become official. Any failure by an officer officially placed on standby to respond, if called, may result in disciplinary action or the removal of the officer from standby duty. Any Officer assigned by the Division Commander to standby shall be entitled to two (2) hours of pay or compensatory time at a straight time rate per twenty-four (24) hour shift on standby. Court appearances are addressed in another Section of this Agreement and are therefore exempt from this Section. This Section shall include phone standby as directed by any City, County, or Federal attorney for court; provided, however, that the officer shall immediately notify the Watch Commander of being placed on court standby. Standby is in addition to any hours worked after being called back to duty. Standby shall not be considered hours worked for FLSA purposes. No officer shall be required or allowed to work two types of stand-by during the same time period, excluding court standby.

B. “Call-back” shall mean any time a bargaining unit member who is off duty or on standby is called and ordered to return to work. An employee called back to work shall be paid a minimum of two (2) hours or the actual time worked, whichever is greater, with whichever is applicable being counted as hours worked in the computation of overtime.

Section 4. Group Health Benefits

The Employer agrees to make available health benefits to any bargaining unit member eligible under the provisions of the City's health benefits policy.

The Employer agrees to pay the cost of a single membership for any eligible permanent employee through December 31, 2012. The provisions of Article 23 shall not be applied to this Section. On or before the open enrollment period for 2013, the parties agree that the Negotiating Teams shall meet and confer for the purpose of reaching agreement on behalf of the parties on cost sharing on health benefits for eligible employees and eligible dependents for the 2013 calendar year.

The Employer retains the authority to define group health benefits and select the carrier to maintain a cost effective program. The Employer agrees to notify the FOP in advance and to meet and confer over any benefit change to such health benefits; provided, however, that the parties agree to relinquish any right to mediation and fact-finding over this issue in the event the good faith meet and confer sessions result in an impasse. It is further agreed that the parties shall, in the event of such a good faith impasse, proceed in a timely fashion to make presentations to the City Manager regarding their respective positions on the issue at impasse.

All retired bargaining unit members will be allowed to transfer to the City's Retiree health ~~insurance~~ benefits program upon retirement and remain in same until they reach age 65, provided that the retired member will pay the full amount of group

rate premiums charged by the City. If the retired member drops the City coverage, or is dropped for non-payment, the retired member will not be allowed to return to coverage in the City Retiree's health insurance program.

Upon attainment of age 65, the retired member will be provided the opportunity to either transfer to the City's Medicare Exclusion Health Benefit Plan or transfer to a non-group plan.

Section 5. Pay for Duty in Higher Rank.

A. A bargaining unit member assigned temporarily to a higher rank for more than fifteen (15) consecutive work days shall be temporarily (while continuing to be assigned in the higher rank) paid at the base hourly rate of pay established for the higher rank (or, if the employee's regular rate of pay is higher than the base rate for the higher rank, the employee will be paid not more than five (5%) percent above the employee's prevailing salary). However, an employee working in a higher rank for fifteen (15) consecutive work days or less shall not be entitled to receive any additional compensation other than his/her prevailing rate of pay, except for any increase or decrease due to working on a different shift (see Article 13, Section 2: Shift Differential).

B. A sergeant working out of class as a Watch Commander for four (4) or more hours shall be paid two (2) additional hours at his/her straight time rate until such time as the provision within A. above becomes applicable.

Section 6. Hazardous Duty Performance Pay.

Officers assigned to the below listed assignments will receive the additional pay indicated provided, however, that no officer shall be eligible to receive additional pay for more than one such assignment at any one time.

Bomb Disposal	$60.00	per month

Canine	$60.00	per month
Motorcycle	$60.00	per month
Response Team	$60.00	per month
Narcotics	$75.00	per month
Gang / Violent Crime	$75.00	per month
Bicycle	$60.00	per month
Crisis Negotiator	$60.00	per month
Bio-hazardous Clean-Up	$60.00	per month

Section 7. Tuition Reimbursement.

The purpose of the tuition/education reimbursement program is to promote improved productivity in City services. Each bargaining unit employee shall be eligible for tuition/education reimbursement under the following guidelines:

A. Only full-time benefit eligible employees may be reimbursed for tuition expenses for academic or technical courses pursued through recognized educational institutions or relevant professional development seminars as approved by the Chief or AJMC. The Chief may utilize the provisions of this Section for the payment of the cost of law enforcement seminars for officers and the AJMC for seminars related to the duties of PSOs.

B. The course must directly relate to the employee's current job duties, or any course including outside-the-major electives required for a degree or certificate in a field in which the employee would have a reasonable expectation of being promoted to while employed with the Topeka Police Department or Municipal Court and the employee must receive at least a 2.0 grade point or "C" average in academic courses or the employee must receive a "pass" if the course is only offered on a "pass/fail" basis. An employee must provide a certificate or other proof

of completion for technical courses or professional seminars which provide no "grading" system.

C. An amount not to exceed one thousand ($1,000.00) dollars may be authorized and reimbursed annually for eligible employees.

D. An employee must complete the request for tuition reimbursement form as provided by the Human Resources Director and have the concurrence and signature of his/her immediate supervisor outside of the bargaining unit; the appropriate division head; the Police Chief or AJMC, or his/her designee; and the Human Resources Department before the employee may be reimbursed. The approved request form must be received by the Human Resources Department within one month after the beginning date of the course which the employee desires to attend. Evidence of completion with a passing grade as provided for in this Section and proof of payment for the course must be received by the Human Resources Department within two months after the completion date of the course in order for the employee to receive reimbursement.

E. The City will not reimburse employees for non-credit special interest courses completed by examination only; late fees; lab fees; extracurricular fees; textbooks or other course related materials; and tuition covered by other sources such as government assistance to a veteran (GI Bills), grants, scholarships, and similar programs. Any cost associated with life credit will be reimbursed to the employee by the City.

F. The Police Chief and AJMC, or their designees, shall make every effort to budget for the approved reimbursement for academic courses for employees. The Police Chief or AJMC, or his/her designee, shall approve courses on a first-come, first-served basis in a non-discriminatory manner within appropriate budget

constraints.

Section 8. Detective Clothing Allowance.

Any Detective or Sergeant assigned to CID shall receive a clothing allowance of up to six hundred ($600) dollars per calendar year. Each Detective and Sergeant may purchase professional business attire or casual business attire that complies with Article 19, Section 1., D. and apply for reimbursement for either in increments of seventy-five ($75) dollars or more to the maximum of six hundred ($600) dollars provided that the final request can be less than seventy-five ($75) dollars.

A. Officers newly promoted to the rank of Detective or Sergeant and newly assigned to CID shall receive the sum of six hundred ($600) dollars at the time of their appointment and thereafter the sum of six hundred ($600) on the reimbursement basis described above.

B. Professional business attire or duty uniform shall be required for all appearances in District or Federal court.

C. Clothing allowance will be used to purchase clothing and shoes, except for uniform shoes as described in Section 9 below.

Section 9. Footwear.

On entering City service Officers and PSO's will be provided with a pair of either shoes or boots at the employee's option. The employee may choose to take a reimbursement of up to fifty ($50) dollars for shoes or ninety ($90) dollars for boots on proof of purchase of the approved shoe or boot. Thereafter, the City shall provide a replacement pair of boots or a replacement pair of shoes based on Management approved need or a reimbursement of up to $50 for shoes and $90 for boots.

Section 10. Compensation for Off-Duty Mandatory Firearms Qualification.

Officers and PSO's shall be compensated for a minimum of two (2) hours of pay at their regular hourly rate for off-duty time spent in firearms qualifying, provided, however, that the two (2) hour period shall not overlap the individual's regularly assigned shift and that he/she does not have a reasonable opportunity to qualify while on duty.

Section 11. Compensation for FTO, FTD, and FTS.

Any officer assigned to the Field Training Program as a Field Training Officer (FTO), Field Training Detective (FTD), or Field Training Supervisor **(**FTS**)** shall receive one ($1) dollar per hour in addition to the officer's regular compensation effective on the execution date of this Agreement. Officers who are removed from the Field Training Program by the Chief shall continue to receive this hourly pay until the end of the calendar year in which the Officer was appointed.

Section 12. Compensation for Bilingual Officers.

Bargaining unit members may be selected by Management to serve as certified bilingual employees (CBE). Certified bilingual employees shall receive a monthly special duty performance pay of seventy-five ($75) dollars for the full year from the date they are appointed by the Management and subsequently certified.

Management shall choose the specific language they determine is needed and the number of needed certified employees for each language that is chosen. Certification shall be based on standards for sworn testimony in the use of the particular language in Shawnee County District Court. Upon successful completion of the certification process, the Employer shall reimburse employees a onetime certification fee of up to a maximum one-hundred ($100) dollars. Any use of certified bilingual officers will be at the discretion of the Department. Any certified bilingual

officer who is on duty shall be available for use at the discretion of the Department. If a certified bilingual officer declines a request to assist, then that officer may be removed from eligibility as a certified bilingual officer and shall not be paid or allowed to be on the Department list.

If the Department determines that an off duty certified bilingual officer is needed for duty, certified bilingual officers shall be offered the assignment in the order of their seniority. If insufficient off duty officers are obtained, the Department may force in officers for the specific language needed, in reverse order of seniority in the officer's certified language. A certified bilingual officer may be removed from the certified bilingual program for a period of time of not more than twelve (12) months, if a certified bilingual officer declines to be called in for duty three (3) or more times in any consecutive twelve (12) month period, excluding any call while the officer is on approved leave.

Section 13. Compensation for Professional Standards Officers

Officers selected by the Chief to serve in the Professional Standards Unit shall receive sixty ($60) dollars per month in addition to the Officer's regular compensation for the duration of such assignment. Any Officer selected by the Chief for a full-time position in the PSU shall, on removal by the Chief from the position, continue to receive the monthly amount until the end of the calendar year in which the Officer was appointed to the position.

Section 14. Lateral Entry.

At the Chief's discretion, officers with current Kansas Law Enforcement certification and prior experience may be placed in the pay grid no more than one step for each two (2) years of service with a municipal or county law enforcement agency or with the Kansas Highway Patrol or the Kansas Bureau of Investigation.

Officers with current out-of-state law enforcement certification with Kansas reciprocity and prior experience may be placed in the pay grid no more than one-step for each two (2) years of service with a municipal, county, or state law enforcement agency.

No lateral entry officer position will exceed an entry level higher than the third year service step. All other contractual obligations or rights, except the above listed pay issues, remain unchanged for lateral entry officers.

Section 15. Merchant Guard License

The City of Topeka shall provide a Merchant Guard License and any renewal thereof at no cost to any officer who makes application for such license. It is understood that any officer working in a merchant guard capacity may be required to respond in emergency situations as a Topeka police officer. The officer shall at the time of response, be considered to be on duty for the police department thus requiring compensation from the City of Topeka at the appropriate rate for the officer.

ARTICLE 14

MISCELLANEOUS PROVISIONS

Section 1. Personnel Files.

Personnel files shall be maintained as required by the City Personnel Code and/or rules and regulations administered by the Human Resources Director to effectuate the provisions of the Code. The employee shall have access to his/her file. Removal of any item from the file must have the authorization of the Human Resources Director with notification of removal given to the employee.

Section 2. Retired IDs and Weapons.

The City of Topeka, in recognition of officers' dedication to the profession, shall provide each at the time of retirement with both a Police Identification card with rank and marked "RETIRED" and a badge with the word "RETIRED" wherever "officer" appears. The Chief may choose to deny this provision for good cause shown.

The City agrees to transfer title of a City issued weapon to a retiring officer or PSO if such individual has been carrying the City issued weapon for a minimum of three years or the City has issued a replacement within the three (3) year period, in either case with the approval of the Chief**,** or, where appropriate, the AJMC.

Section 3. Residency.

Bargaining unit members employed after December 31, 1981, by the City must be bona fide residents of Shawnee County at a location which is no more than thirty (30) minutes travel time from their assigned reporting station or office, except at the time of appointment or employment they need not be residents of the County but shall establish residency in the County within six (6) months after completion of their initial employment probation.

Residency shall be maintained within the boundaries of Shawnee County within thirty (30) minutes reporting time for the duration of the employee's employment.

Section 4. Legal Counsel.

The City will provide legal representation for employees against whom suit is brought in civil or criminal cases for activities within the scope of the employees' official duties.

The City will assume financial liability for all monies awarded to claimants as the result of activities found to be within the scope of such official duties; provided, however, that in situations involving unlawful or malicious actions, willful misconduct, or gross and wanton negligence by the employee, the City shall not be liable for payment of damages.

The City recognizes that it has the ultimate responsibility for the actions of officers and PSOs performing their duties and therefore agrees that neither shall endure a personal financial burden for acts arising from lawful action. An example would be to reimburse an officer the additional cost of insurance he/she must pay for an on duty non-negligent vehicle accident or additional insurance an officer must bear for maintaining a canine.

The defense of actions covered by this provision is the responsibility of the City Attorney's Office. When an employee is served with a summons notifying him/her of a suit, the employee shall immediately contact the City Attorney's Office, deliver the summons and all attachments, and consult with the attorney assigned to defend such actions. The involved employee and the City Attorney will discuss and attempt to reach an agreement on the representation to be provided. In the event that an agreement cannot be reached, the employee will have the option to select an

attorney from a list of a minimum of three (3), as provided by the City Attorney.

Section 5. Employee Assistance Program.

The City and FOP agree to cooperate in encouraging employees who are in need of counseling and/or assistance (or their families, if in the form of family counseling) in such areas as, but not limited to, alcoholism, drug abuse, financial and/or legal difficulties, family problems, and similar areas to undergo a program directed toward their rehabilitation. An employee may be required to seek appropriate remedial counseling if, in the determination of the City Health Care Provider (CHCP) or Employee Assistance Program (EAP) consultant, the employee's personal behavior and/or activity is interfering with the job performance. Referrals for assistance may be arranged confidentially through the CHCP or EAP by the Police Chief**,** AJMC**,** or Human Resources Director; the FOP Representative; the individual; and/or the employee's family. The cost of an initial diagnostic referral shall be at the City's expense. Any subsequent expenses for treatment or diagnosis shall be the employee's responsibility.

As an alternative to utilizing the CHCP or EAP for employee assistance, the City will retain on a fee basis a licensed clinical psychologist or psychiatrist. This person will have no affiliation with the City or any officials beyond establishing the initial contract for services. This person will not report to the City or any City officials the names of employees or their families who are utilizing this service or the nature of any problems unless with the consent of the employee. The employee or his**/**her family will incur no expense for the assistance received with the licensed clinical psychologist or psychiatrist on retainer.

Section 6. Avoidance of Waste.

The parties hereby agree that FOP Lodge #3 shall aid the City in every possible and conceivable manner to avoid the waste of the Police Department's or Municipal Court's assets. FOP Lodge #3 further agrees that they will aid the City to the best of their ability in increasing the efficiency of all operations which are carried on by the Topeka Police Department and Municipal Court.

Section 7. Agreement Costs.

The costs of producing and printing any new agreement between the parties shall be borne equally by the City and FOP Lodge #3. Prior to proceeding with the process, the City will obtain informal bids for producing the new document and shall confer with the Lodge regarding the design, color, layout, cost, and any related consideration.

Section 8. Department Boards.

Officers will be allowed to personally appear and be represented by an FOP official or attorney before any board (except the GRB) when these Boards are reviewing incidents in which the Officers were involved or considering any other matter which may result in disciplinary action being taken against any officer.

Section 9. Nepotism.

The FOP and the Department agree that officers within the bargaining unit should not be placed in a direct chain of command with the officer's spouse. For the purposes of this section "chain of command" shall apply to a situation in which a spouse of one rank would be serving with or under his or her spouse of a higher rank within the bargaining unit on the same shift and in the same unit. In making adjustments to accommodate and adhere to this restriction, priority consideration shall be given to the higher-ranking spouse within the bargaining unit over the one in a subordinate position. The Chief may make exceptions if alternative reporting options are not available; provided however in no event shall an officer be separated from his or her employment in order to comply with the provisions of this section.

ARTICLE 15

GRIEVANCE PROCEDURE

Section 1. Definitions and Procedural Clarifications.

Grievance: An alleged infraction or inconsistency in the administration of a City Code or rule and regulation of the Human Resources Director, Departmental or Municipal Court rule, and/or regulation, policy, procedure, or provision of this labor agreement.

Applicability: This process shall apply to any employee who has been determined by the Public Employee Relations Board to be included within the appropriate unit of police officers and PSOs in the City of Topeka, Kansas.

Employee Representation: FOP Lodge #3 will be allowed to designate one (1) primary and one (1) alternate PSO, in addition to ten (10) police officer bargaining unit members as FOP Representatives to assist employees in presenting a grievance as provided herein.

One FOP Representative will be allowed (without undue restraint, interference or harassment) a reasonable amount of time during duty hours to assist a grievant.

The scheduling of discussions and conferences shall be by Agreement of the aggrieved employee, the employee's representative, and the immediate supervisor.

FOP Lodge #3 shall furnish to the Police Chief and AJMC a list of the accredited representatives and will promptly notify both such officials of any changes.

FOP grievance representatives will maintain a log of hours spent on grievance matters on duty. This log will be maintained by the member and available on request.

A designated FOP Representative (as provided herein) shall be present, with or without legal counsel, at any grievance proceeding.

Written Documentation: Any and all grievances proceeding to and beyond Step One of this process shall be on mutually agreed upon forms and shall include a grievance number provided by the Human Resources Department. All grievances and complaints must specify the problem, including names, dates, places, and quotes, and why the preceding response did not reasonably resolve the problem. Incomplete grievances shall be returned to the grievant by the relevant party and the grievant shall have forty-eight (48) hours (exclusive of weekends and holidays) to complete the grievance and return it to the relevant party before it shall be considered null and void. Any grievance returned as incomplete shall specify what information is required to complete the grievance.

Receipt of Grievance or Grievance Response: A grieving or responding party shall serve the grievance or response on the appropriate party as specified in Section 3 herein. If said party is not available to be served, the specified time sequences shall be extended until the appropriate individual can receive the matter personally. The time for answering a grievance will not begin until the proper party has received the grievance or the response; provided, however, a supervisor shall designate a receiving party in his/her absence.

Failure to Respond: In the event that the grievant fails to respond within the prescribed time sequences, the matter shall be considered resolved in the favor of the City; provided, however, that the time limits shall be extended if the grievant or Union fails to respond due to illness, injury, death, or other family emergency. In the event that the City fails to respond within the prescribed time sequences, the grievant may proceed to the next step of the grievance procedure.

Notice of Intent to Arbitrate: Notices of intent to arbitrate shall be presented to the Human Resources/Labor Relations Director on the proper forms within the prescribed time sequences, and the Human Resources/Labor Relations Director shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service. Selection of an arbitrator shall be made by alternately striking names until one name remains. The party to strike the first name shall be determined by a coin toss.

Section 2. Policy/Rights.

It shall be the policy of the City to prevent the conditions which may cause a grievance or complaint and to deal promptly, fairly, objectively, and in good faith with grievances or complaints which may occur.

An eligible employee shall have the right, without being subjected to restraint, interference, discrimination, reprisal or harassment of any form, to utilize the first two steps of the grievance procedure when in the employee's opinion an action taken was without just cause. If the FOP does not actively participate in the grievance process up to and including step two, the decision or resolution of the grievance will only impact the aggrieved employee’s situation and will not set precedent for future grievance resolutions and/or contract interpretation. Only the Union and/or City may proceed with a grievance past Step 2.

All steps of the grievance procedure shall be followed by all parties in good faith and pursuant to the prescribed time frames, unless mutually agreed by the parties.

It shall be the policy of the City of Topeka to give a grievant or FOP Lodge #3 an opportunity to discuss grievances with supervision in order to find mutually satisfactory resolutions as promptly as possible.

Section 3. Grievance Procedure.

A. Procedure.

1. Step One: Supervisory Review. A problem must be taken to the supervisor initiating the action in question within seven (7) calendar days following knowledge of a problem. If possible, complaints shall be settled at this level through discussion with the involved parties. If discussions do not resolve the issue, the matter shall be reduced to writing by the employee or the employee's representative within seven (7) calendar days following completion of discussions and submitted to the supervisor initiating the action giving rise to the grievance within the same seven (7) day time frame. The supervisor shall have seven (7) calendar days to issue a written determination in the matter. The purpose of this provision is to encourage the resolution of a complaint by lower level supervisory staff whenever possible.

2. Step Two: Referral to Division Commander/AJMC. In the event the matter is not resolved to the satisfaction of the aggrieved employee, the employee or the Union may submit, within (7) calendar days, the written grievance to the Division Commander (for Police Officers) or AJMC (for PSOs). The Division Commander or AJMC shall have seven (7) calendar days to investigate and issue a determination in the matter.

3. Step Three (Police Officers Only): Grievance Review Board (GRB).

(a) Definitions.

(1) Type A Grievance: Disciplinary actions involving a suspension of three (3) days or less, a request for review of which must either be filed with the GRB or dropped by the Union.

(2) Type B Grievance: Disciplinary actions involving a

suspension of four (4) days or more, a request for review of which must either be filed with the GRB, dropped, or moved to Step Four.

(3) Type C Grievance: All non-disciplinary matters, such as those involving contract interpretations, requests for review of which may either be filed with the GRB, dropped, or moved to Step Four.

(b) Composition.

The GRB shall consist of three (3) bargaining unit members and four (4) alternates selected by the FOP Labor Council and three (3) sworn members of the Police Department and four (4) alternates of ranks outside the bargaining unit selected by the Chief. Such members shall be appointed effective January 1 of each year to serve for one year. Officers serving while off duty shall be compensated at the overtime rate of pay. The Presiding Officer of the GRB, a seventh, and non-voting member professionally experienced in Administrative Law and Procedures shall be appointed by the City Manager after consultation with the Chief and the President of the FOP. Any costs for the services of the Presiding Officer shall be borne by the City. In order to avoid a conflict of interest, no serving member of the GRB may be personally involved in a specific grievance under consideration.

(c) Procedures.

The GRB shall meet promptly upon call but in any event no more than thirty (30) days after the date of referral, unless extended by mutual agreement of the Chief and the FOP. All hearings before the GRB shall be informal in nature, with the technical rules of evidence

not applying. Each party to a grievance shall be given a full opportunity to present its case and witnesses may be examined by both parties. Any member of the GRB may ask questions of either the parties or the witnesses and request supporting documentation on any issue. Attorneys at law shall be prohibited from appearing at GRB hearings except as witnesses.

The Presiding Officer shall conduct the hearing and rule on all motions and procedural issues presented. The deliberations of the GRB shall be confidential. The Presiding Officer shall be responsible for preparing any resultant order, which shall be signed and dated by each member. All orders of the GRB shall be provided to the parties within seven (7) calendar days of the close of the hearing, unless an extension is mutually agreed to by the parties.

(d) Type A Grievances.

A majority decision of the GRB on Type A grievances shall be final and binding on the parties. The decision of the GRB shall either substantiate or overturn the allegation of misconduct and establish the level of discipline to be imposed. Any deadlock by the GRB on the underlying allegation of misconduct shall result in automatic movement of the grievance to Step Four (4) of the Grievance Procedure for review by the Chief of Police.

If the GRB substantiates the allegation of misconduct but cannot agree on the level of discipline to be imposed, the FOP may choose to take the level-of-discipline issue to Step Four (4) and thereafter to Step Five (5) of the Grievance Procedure. In the event the level-of-

discipline issue in a Type A grievance is moved to arbitration under Step Five (5), the arbitrator shall be bound by the GRB's finding of misconduct and shall have authority to rule only on the level of discipline to be imposed.

(e) Type B and C Grievances.

In the event a Type B or C grievance is not resolved to the satisfaction of the aggrieved employee or the FOP after Step Two of the Grievance Procedure, the FOP may, within fourteen (14) calendar days after receipt of a Step Two response, choose to submit it to the GRB. The FOP may also choose to skip that Step Three GRB option altogether and move the grievance to Step Four.

If the FOP does not act within the fourteen-day period provided after a Step Two response to take a Type B or C grievance to either Step Three (GRB) or Step Four (Chief of Police) of the Grievance Procedure, it shall result in the grievance being resolved in the manner recommended by the Step Two reviewing authority, provided, however, the parties may agree to an extension of this time limit. Should a Type B or C grievance be submitted to the GRB, either the Chief or the FOP may appeal the GRB's determination to Step Five of the Grievance Procedure.

4. Step Four: Review by the Chief of Police**/**Labor Relations Director**.**

In the event the FOP chooses not to submit a Type B or C police officer grievance to the GRB as provided under 3(e) above but still desires to pursue the matter, the FOP shall, within fourteen (14) calendar days of receipt of a Step Two response, submit the

unresolved written grievance to the Chief of Police. Any deadlock by the GRB on either a Type A or B disciplinary issue shall also be submitted to the Chief of Police by the FOP, but within seven (7) calendar days of the final decision of that Board. If the FOP chooses to advance a PSO grievance beyond Step Two, it shall do so by submitting a written appeal to the Labor Relations Director (LRD)/City Manager's Office within the timeframe established by this paragraph.

The Chief or LRD, as applicable, shall review all grievances so referred and provide a written response to the FOP within fourteen (14) calendar days of their receipt. The FOP shall have up to seven (7) calendar days following receipt of that decision to either accept the answer by taking no further action or referring the matter to the next step (Step Five) of the Grievance Procedure.

5. Step Five: Arbitration.

A. In the event the FOP does not believe that the determination of the Chief of Police/LRD resolves the grievance, the FOP may, within seven (7) calendar days, file notice of the intent to arbitrate with the Human Resources Department; provided, however, that if the matter being grieved is a police officer disciplinary action of a suspension of sixteen (16) days or more, the FOP may in the alternative choose to file the grievance appeal with the Civil Service Commission for final resolution.

B. Arbitration Conditions and Restrictions.

If binding arbitration is opted for by the Union, FOP Lodge #3 shall pay for one-half (1/2) of the arbitration fees and one-half (1/2) shall be paid by the

City. The parties will attempt to stipulate to the issues prior to the arbitration. If stipulation on the issues is unattainable, each party shall prepare an issue statement.

All issues must be submitted in writing to the arbitrator, who shall rule only on the issues as stipulated or determined by the arbitrator based on the issue papers submitted by the parties. The arbitrator shall consider all factors relevant to a dispute, including attempted resolution of problems at preceding steps of the grievance process and whether or not a grievance is being addressed in good faith by either party, and shall render a written decision within thirty (30) calendar days following completion of hearings**,** unless an extension is granted by the parties.

Arbitrations hereunder shall be conducted in accordance with the Ethical and Procedural Standards recommended by the American Arbitration Association. The arbitrator shall not add to, nullify, modify, ignore, amend, or delete any City Ordinance, Commission directive, departmental**/**Municipal Court rule or regulation, or other law or policy applicable to the dispute being arbitrated.

Either party desiring a transcript of arbitration hearings shall be responsible for transcription costs. The finding of the arbitrator shall be final and binding. Only issues arising following adoption of this policy shall be eligible for arbitration. The arbitrator shall decide:

1. Arbitrability of the issue(s);

2. The issue(s); and

3. The procedures to be followed in the arbitration proceedings and the timeliness of requests for arbitration.

ARTICLE 16

DISCIPLINARY ACTIONS

Section 1. Progressive Steps.

The City reserves the right to, with just cause, discharge, suspend, or otherwise discipline employees for violations of City and/or departmental or Municipal Court rules and regulations. For infractions of a similar nature which are not serious enough to constitute just cause for immediate suspension or discharge, the disciplinary process involves the following four progressive steps:

First offense ----------Counseling/Caution;

Second offense --------- Written Warning;

Third offense ---------- Suspension;

Fourth offense ---------- Termination.

Second and subsequent steps of discipline for offenses of a similar nature may not be taken by Management unless the employee has been served with the earlier disciplinary action and appropriate steps have been taken to place a copy of the prior disciplinary action in the official personnel file in the Human Resources Department.

Section 2. Procedure.

The progressive disciplinary system listed above is intended to serve as a warning to the employee that he/she needs to improve in the listed area and that repeated incidents may result in progressive discipline.

A. Disciplinary actions of less than a suspension of fifteen days shall be removed from an employee's personnel file on completion of two years (beginning with the date of the underlying incident) of continuous service free from additional disciplinary actions for violations of a similar nature. Disciplinary actions of

suspensions of fifteen (15) days or more will remain in the employee's personnel file but may not be considered for the purposes of promotion or job selection after twenty-four (24) months (from the date of the underlying incident) of continuous service free from additional disciplinary actions for violations of a similar nature. Disciplinary actions for being late to any duty assignment shall be removed from an employee's personnel file upon completion of six months of continuous service without similar violations.

B. The Employee Feedback form will be utilized for first offenses involving punctuality within a six-month period. The form will be kept in the divisional file only for a period of six (6) months. If there is a like or similar offense committed within six months from the date of the issuance of the Employee Feedback form the progressive disciplinary process shall be followed.

C. The Chief or AJMC, where appropriate**,** shall have the right to discipline employees up to and including termination; provided, however, that all actions to terminate employees shall require the approval of the Human Resources Director of the City. The Chief or AJMC**,** if applicable**,** may place an individual on administrative leave with pay pending the resolution of an appeal filed under the provisions of Article 15 of this agreement.

D. Failure to appear in court shall not be considered a like or similar offense with any other offense.

E. An employee who has received a disciplinary action of a suspension may make a written request to the Chief of Police or AJMC, whichever is applicable, to substitute accrued vacation leave and/or compensatory time for all or any portion of the suspension ordered on an hour for hour basis. The Chief or Police or AJMC, whichever is applicable, shall have the sole discretion to either grant or deny the

request including the number of such hours which may be substituted. The employee who makes a request for substitution shall be deemed to have given up his/her right to grieve the decision to grant or deny the request and the decision of the number of hours to be granted.

ARTICLE 17

PROCEDURAL BILL OF RIGHTS

Section 1. Notice of Investigation.

Bargaining unit members shall be informed of the nature of the investigation/inquiry prior to any questioning and shall be informed, to the extent known at the time, whether the investigation/inquiry is focused on the member for a potential charge. The person conducting the questioning shall have all written reports prepared by the member concerning the matter being investigated available for review at the time of the questioning. In the event the member desires to produce and/or review other written materials or notes, the member shall be given an opportunity to secure them and report back immediately.

Section 2. Union Representation.

A bargaining unit member who is to be questioned in an investigation/inquiry regarding rules and regulations or policy and procedures violations who has reason to believe that discipline may result from the questioning shall, on request of the member, have the right to have a FOP representative present during the questioning.

Section 3. Time of Questioning.

Any interrogation, questioning, or interviewing of a bargaining unit member will be conducted at hours reasonably related to the member's shift, preferably during working hours, except in the case of extreme, exigent circumstances. Interrogation sessions shall be for reasonable periods of time and time shall be allowed during such questioning for attendance to physical necessities.

Section 4. Refusal to Answer.

Before a bargaining unit member may be charged with insubordination or like

offense for refusing to answer questions or participate in an investigation/inquiry, the member shall be advised that such conduct, if continued, may be made the basis for a charge, except no member shall be charged with insubordination where such refusal is premised on the exercise of rights and advice afforded the member in Section 2 hereof.

Section 5. Recording of Interviews.

When a bargaining unit member is being interviewed or suspected of a violation and is being interrogated in an investigation/inquiry by his/her respective department (i.e., Police or Municipal Court), such interview or interrogation may be recorded by either the Department or the member. However, the recording party must advise the other that the interview or interrogation is being recorded.

Section 6. Access to Records.

A bargaining unit member (and an attorney when one is involved) who is charged with violating Official Rules and Regulations shall be provided access to transcripts, records, written statements, and videotapes. Such access shall be provided reasonably in advance of any hearing.

Section 7. Verification of Transcripts.

At the request of either party, interviews, or portions thereof, conducted with a bargaining unit member during the course of an investigation/inquiry will be taped (audio). Tapes may be made by either party. The bargaining unit member and the member's attorney will be afforded the opportunity, upon written request directly to the Police Chief**/**AJMC or a designate, to listen to and make personal notes or verify the accuracy of a transcript regarding a tape made of the interview subsequent to that interview. If a transcript of the tape is made by either party, the other party will be provided a copy, at cost, of such transcript upon written request directly to the

Police Chief**/**AJMC or a designate, or to the bargaining unit member. Members who are suspects in an investigation/inquiry shall be informed in writing of the outcome of all investigations/inquiries.

Section 8. Searches of Lockers.

Topeka Police Officers shall not have their lockers or other space for storage that is assigned to the officer searched, except with the officer's permission and in his/her presence. A search may be conducted at the discretion of the Police Chief or in the absence of the Chief, by the Deputy Chief, provided however the officer or a FOP Labor Council member must be present as a witness. This Section shall not apply to electronic mediums.

Section 9. Protected Privileges.

No bargaining unit member shall be subject to disciplinary action, denied promotion, or be threatened with any such treatment as a result of exercising privileges granted in the Procedural Bill of Rights or as a result of utilizing the grievance procedure.

This shall not preclude a supervisor of the Topeka Police Department or Municipal Court, as applicable**,** from ordering a bargaining unit member to cooperate with other agencies involved in a criminal investigation. If said individual fails to comply with such an order, the supervisor may officially charge the employee with insubordination.

Section 10. Personnel File Entries.

Bargaining unit members shall not have any comment adverse to their interests entered in their personnel files or any other file (except for PSU files) used for any personnel purposes by the Employer. Disciplinary actions and evaluations shall not be considered as adverse comments within the meaning of this Section.

Any disciplinary documents amended in the course of administrative review or grievance procedures shall result in the re-issue of the disciplinary document so that the final disciplinary document is the only document in the Personnel File pertaining to that action.

Section 11. Non-Compelled Testimony.

A Topeka Police Officer shall not be compelled to submit to a polygraph examination in conjunction with an investigation/inquiry of the officer, nor shall an officer be compelled to testify against him or herself in a criminal case. Refusal to testify against oneself under this provision shall not be grounds for disciplinary action. A polygraph exam given for administrative actions or in criminal cases may be given by outside agencies.

Section 12. Political Campaigning.

Bargaining unit members choosing to seek election to the office of Mayor, Attorney General, Sheriff, Judge, District Attorney, or City Council member shall request vacation leave or a formal leave of absence from their positions with the Topeka Police Department. The leave shall be for the period of time consistent with the campaign and if elected the member shall resign his/her position with the City. While on duty, bargaining unit members shall refrain from active political campaigning of any type including wearing political buttons, distributing campaign material, or similar activities.

Nothing herein shall be construed as preventing or prohibiting bargaining unit members from exercising their rights as citizens to express publicly or privately their opinions or to cast their votes.

Section 13. Presence of Witnesses.

Bargaining unit members may request that a witness be present whenever

they are issued a written notice of corrective or disciplinary action which is intended to be a part of their official personnel record. Employees will be reminded of their right to have a witness by the supervisor issuing the disciplinary action.

All disciplinary actions shall be administered as promptly as possible. The selection of a witness will be at the discretion of the individual receiving the disciplinary action, but shall be limited to the most readily available steward, member of the FOP Executive Board, or another bargaining unit employee. A witness shall not participate in the administration of a disciplinary action and will be in pay status only if the witness is on duty and within his/her normal work hours.

Section 14. Drug-Free Environment.

FOP Lodge #3 agrees that it is every employee's right to work in a drug free environment. In order to protect each bargaining unit member's rights, a Drug and Alcohol Policy is attached as Appendix A and is a provision of this contract.

Section 15. Garrity and Other Advisements.

Any officer or PSO who is requested to give a statement in any administrative investigation must be advised of his/her rights under this Memorandum and under the Supreme Court decision in Garrity v. New Jersey, 385 U.S. 493 (1967). No officer or PSO may be compelled to give a statement in an administrative investigation until he/she has been advised (1) that the statement may not be used against him/her in any manner in a criminal proceeding, and (2) that failure to answer questions related to his/her employment may result in discipline.

Until an employee has been apprised of his/her rights under this Section he/she shall be under no obligation to answer questions in an administrative proceeding and may not be disciplined for refusal to answer questions under those circumstances.

Section 16. Officer and PSO Privacy.

When an employee is under criminal or administrative investigation, the City shall

not release the employee's home address, telephone number, or photograph to the media nor include such employee's name in any press release, except for compliance with a court order.

ARTICLE 18

PROMOTION /JOB SELECTION

Section 1. Posted Job Openings and Job Requirements.

Promotions to the ranks of Corporal, Detective, or Sergeant shall be filled under the provisions of Section 3 of this Article. All other officer job openings will be filled through the procedure listed below.

A. Job openings in a specialty unit and specialty assignments other than Field Training Officers (FTO/FTD/FTS), Professional Standards Unit Investigators, Narcotics Officers, Gang/Violent Crime Unit Officers, and ATV assignments (selections for all ranks of which shall be at the sole discretion of the Chief), as defined in Appendix B, and Sergeants' positions in specialized units and CID shall be posted in each division of the Department at least seven (7) working days prior to convening the Management Council as provided for in Paragraph H of this Section. All officers who may be interested in a specialty position other than one designated for selection by the Chief must apply for Management Council consideration within the required seven (7) day posting period stated above. Specifically listed positions in the Gang/Violent Crime Unit shall be an eighteen (18) month rotating assignment selected in conjunction with the Shift Bid.

B. A job opening for a position other than a non-management council specialty unit position shall be posted for a period of seven (7) working days within the Division in which such opening exists and shall contain the requirements and duties for the position. The job opening shall not be filled until the seven (7) day period has expired. In the event that an applicant within the Division does not fill such opening, or an additional opening exists from a position

vacated, the opening will be posted for a period of seven (7) working days outside the Division for applicants to apply.

C. A single applicant for any posted job opening other than one designated for selection by the Chief shall be awarded the position without utilizing the Management Council; provided, however, that the Chief may reject a single applicant for just cause.

D. Officers who have been removed from a specialty position for cause will not be eligible to apply for any opening in that unit for a period of one year from the date of their removal; provided, however, that any officer who has been removed from a position governed by Management Council consideration shall be eligible to reapply pending the resolution of a grievance relative to the cause for the officer's removal.

E. Names of individuals selected to fill each job vacancy or opening shall be posted no later than five (5) working days after the vacancy is filled.

F. If the job opening or vacancy is not listed in Appendix B, then the job opening or vacancy will be filled by seniority bid.

G. When a job opening (except for a position designated for selection by the Chief), exists the Chief shall appoint a Management Council consisting of three administrators and the supervisor of the specialty unit or specialty assignment to review the qualifications of all applicants. The Council shall rate all applicants on a list based on six qualifications. In compiling all specialty lists, the qualifications shall consist of: training; experience; education; performance; seniority; and ability.

H. The list compiled by the Management Council shall be provided to the Chief and the Chief shall fill job vacancies from the top four candidates on the list. The Chief shall notify all officers passed over for a job opening.

I. An officer who is passed over to fill a job opening (except one designated for selection by the Chief) may file a grievance as provided in Article 15 of this agreement; provided, however, that such grievance may not challenge Management Council rankings of the six qualifications listed in paragraph H above except to the extent of correcting errors in data utilized in arriving at the rankings.

J. An officer may request a transfer out of a specialty unit or Management Council position at any time however, that officer may be placed in any position at the discretion of the appropriate Division Commander for the duration of that shift bid period. Such request for transfer may be denied or delayed for just cause if there is no opening available.

K. Any officer who desires a transfer out of a specialty unit or Management Council position in time to be eligible for the next shift bidding process must notify the appropriate Division Commander, in writing, thirty (30) days prior to the posting of the shift bidding process. The transfer will occur simultaneously with the effective date of the Shift Bid. Such transfer may be denied or delayed for just cause.

Section 2. Professional Conferences.

The City and FOP Lodge #3 agree that it is in the best interests of both that as many employees as possible participate in professional, educational, and training courses whenever the same are available.

Management shall post on bulletin boards known schedules of courses that are offered for professional advancement to officers or PSOs**.** The following criteria will be considered by the Employer when choosing those who will be selected for attendance:

A. Educational qualifications as may be required for admittance to the course.

B. Special technical training as may be required for admittance to the course.

C. The applicability of such courses to a present assignment.

D. Any established prerequisites or criteria that are mandated by the school or funding agency.

E. Seniority of the employees requesting permission to attend a course. However, an individual may attend only two (2) conferences or courses outside the metropolitan area per calendar year, except upon special application to the Chief of Police or AJMC an employee may be allowed to attend more than two (2) conferences or courses outside the metropolitan area per year. When all criteria are equal, seniority within their respective departments (i.e., Police or Municipal Court) will be used for the selection of bargaining unit members who will attend.

F. At the discretion of the Chief or AJMC and based on manpower needs, employees may be granted special duty days to attend approved professional, educational, and training courses at their own expense. These special duty days shall not be counted as days or hours worked for the purpose of the computation of overtime. Employees utilizing this provision shall be responsible for all tuition and other expenses associated with the program and/or travel, lodging, and food required. Employees will not be allowed to receive reimbursement for expenses.

G. Recognizing the budgetary limitations of the Department and Municipal Court, the decision to send bargaining unit members to conferences or seminars shall be upon the approval of the Police Chief**/** AJMC and contingent upon monies being available either within the budget or through monetary grants.

Section 3. Police Promotions.

A. Police Promotion Board. The Police Promotion Board shall consist of six (6) members. The Chief of Police shall appoint three (3) sworn members from the Topeka Police Department and two (2) members from municipal, county, or state law enforcement agencies with an authorized workforce of twenty-five (25) or more sworn officers. Those persons from outside agencies shall not be normally assigned to work in Shawnee County. One member shall be appointed by the Human Resources Director of the City of Topeka. The representative of the Human Resources Department shall be a non-voting administrative officer for the Board. Each member shall serve until a successor is appointed. A quorum shall consist of a majority of the members of the Board.

B. Police Promotion Procedure.

1. Generally. Promotions to the ranks of Corporal, Sergeant and Detective shall be filled only after being tested, interviewed, and examined by the Promotion Board. The Board shall make recommendations to the Chief of Police who shall make promotions from the recommendations. Departmental Regulations shall supplement this provision and shall be subject to Civil Service Commission approval.

2. Eligibility of officers for promotion.

Officers shall have at least five (5) years of continuous service with the Department in order to take the examination for promotion to the ranks of Corporal,

Sergeant, or Detective.

3. Examinations.

(a) Notice of the date, time, and location of written examinations to be conducted by a representative of the Human Resources Director shall be posted for a minimum of ninety (90) days prior to the examination date in the locking bulletin board in the lounge. A list of study materials from which the examinations are created shall be prepared and posted by the Training Unit and shall be made available to all applicants during the first full pay period of every calendar year. This list shall be posted on the bulletin board outside the Chief's Office and copies can be obtained from the Training Unit for a minimum of six (6) months prior to the examination date.

(b) Written examinations shall be conducted annually unless otherwise agreed upon by the Chief and the FOP. It shall be the responsibility of each officer to test annually if he/she wishes to be considered for promotion from the new list. Promotional examinations to the rank of Detective will occur in the month of July and Sergeant/Corporal during the month of October. Corporals and Sergeants will be tested on the same date using the same test but separate promotion lists will be maintained for each rank. Those eligible may select to be included on both lists or on only the one of their

preference. The Corporal/Sergeant examination(s) and Detective examinations shall not be scheduled within ninety (90) days of each other. The Chief shall designate the dates for promotion to each rank.

(c) Applicants must achieve a score of at least 75% on the written test to advance to the next phase for promotion.

(d) Components of score. Scoring shall be compiled as follows:

Written examination	0 to 50 pts.
Oral interview	0 to 28 pts.
Education (4 yr. degree)	0 to 5pts (.04167 pts per credit hour)

Education & military service may be used independently or may be combined with a total not to exceed 5 pts.

Active military service ½ point per year of service maximum of 2 pts.

Seniority 0 to 17 pts. -- ¾ pt. fractional year procedure:

(1) Calculate the number of days between the candidate's day of entry and the posted date of the written examination;

(2) Deduct from (1) any suspensions within the past twenty-four (24) months (as limited by

the provisions of Article 16, Section 2.A) or leave of absence time and divide the remainder by 365.25;

(3) Multiply the result of (2) by .75;

(4) The result from (3) represents the number of seniority points, with a maximum of seventeen points possible;

(5) Education credits shall be based on the college transcripts or diplomas on file in the employees' training files at the close of the business day seven days prior to the written test. Employees are responsible for ensuring their files are current up to that time.

(e) Eligibility for oral examination. The number of applicants for the oral examination shall be limited to one-half the number of the budgeted positions of the rank for which the examination is being given. Eligibility for the oral exam shall be determined in the following manner: An officer's written exam score shall be combined with his/her seniority and education points in order to compile, in descending order, a listing of scores for all officers taking the written examination. The listing shall be posted within three working days after the

conclusion of the written examination process. Appeals of scoring may be filed with the office of the Chief no later than 5:00 p.m. on the day following the day of posting of the examination results.

(f) Scheduling/Results of oral examinations. The Promotion Board shall meet within two (2) weeks following the written examinations for the purpose of conducting oral interviews. Each candidate for promotion shall receive a final score at the conclusion of his/her oral interview. The promotion list shall be compiled by the Promotion Board at the conclusion of the oral interview process; however, such list shall not include any candidate who has not completed all phases of the consideration process, including the oral interview. The list shall be provided to the Chief of Police and the Chief shall make subsequent promotions from the top four candidates on the promotion list.

4. Promotion List. Effective dates of the lists. Lists for each rank shall remain effective until the completion of the interview process in the following year.

5. Posting of promotions. No posting of promotions shall be made until the Chief has notified those officers who may have been passed over for promotion. All officers who

are passed over for promotion shall be notified in writing and within three (3) working days of the Chief's decision regarding promotions. Officers shall be given three (3) working days from receipt of the written notification of a promotion to accept or reject the offer, with a failure to respond within the three (3) day period being considered a refusal of the offer. A refusal of an offer of a promotion shall not cause an officer to be removed from his/her position on the promotion list.

6. Appeals. Officers passed over for promotion may appeal the Chief's decision either by utilizing the grievance procedure within this agreement or by filing a written appeal with the Civil Service Commission, but in no case may officers file an appeal under both forums. All appeals shall be filed within seven (7) calendar days of receiving notice of being passed over for promotion.

   (a) Appeals filed under the grievance procedure of this agreement shall be resolved within the time limitations specified therein.

   (b) On receipt of an appeal from an officer passed over for promotion, the Civil Service Commission shall meet within the timeframe established by Commission policies to consider the appeal. The officer may choose to move his/her appeal to the grievance procedure in the event the Civil Service

Commission does not meet within a thirty-day period. The Commission shall normally give at least three (3) days' notice of the time and place of the hearing on the appeal to the officer and the Employer. Findings of the Commission shall be filed with the Department head and the officer within seven (7) calendar days of the close of the appeal hearing or as otherwise provided by Commission policies.

(c) Promotion probation. All officers receiving a promotion shall serve a probationary period of 2,080 working hours, excluding overtime, sick leave in excess of 12 days, and light duty assignments where the essential duties of the position are not being performed by the employee. If during the probationary period the conduct or performance of the probationer is not satisfactory, the Chief shall notify the probationer and the Human Resources Director in writing that the officer will not receive permanent appointment. In the absence of such notice, the officer shall, on completion of the 2,080 working hour period, receive permanent appointment. An officer who fails to successfully complete the promotional probation may resume his/her former position and

pay rate at the current rate of the former position.

(d) Salary adjustment on promotion. All salary increases given for promotions shall be given in accordance with the provisions of this Agreement.

Section 4. Officer/Detective Cross-Training Program.

The goal of the cross-training program is to give uniformed officers an opportunity to gain performance-enhancing knowledge by working with members of CID, including narcotics, and the CSI unit. Detectives also benefit through the opportunity to train uniformed officers on the evidence and procedure necessary for successful prosecution of criminal cases. Additional goals are more open communications between the Field Operations Division and CID and a better understanding of the workings of each Division.

A. The Chief of Police or his/her designee shall have sole discretion to select the officers and detectives who shall participate in the cross training program.

B. The duration of assignment to the cross-training program shall be six (6) months. The Chief or his/her designee may remove any participant in the program for just cause. Officers and detectives selected for participation in the program who do not wish to complete the assignment may terminate their participation by notifying the Chief of Police or his/her designee. Upon notification that an officer's or detective's participation has been terminated for just cause or voluntarily at the officer's or detective's request, the Chief of Police or his/her designee shall select the next person on an established eligibility list to begin the program.

C. The Shift bidding provision in Article 5, Section 5 does not apply to this cross-training program and any right to assert a claim or grievance under that provision relating to this cross-training program is waived.

D. Pay for Duty in Higher Rank provision (Article 13, Section 5) does not apply to the cross-training program and any right to assert a claim or grievance under that provision relating to this cross-training program is waived. Any permanent pay provision shall remain in effect and be applicable to this training program.

E. Officers participating in this cross-training program will be eligible for a clothing allowance not to exceed one hundred fifty ($150) dollars per year.

F. The cross-training program participants will not be used in lieu of filling any vacancies that arise in CID. Any new or vacant detective positions shall be filled by operation of promotion rules currently in effect.

Section 5. Duration of Chief-Selected Assignments.

Employees selected by the Chief for service in Field Training positions or Professional Standards Unit shall remain in those assignments only at the pleasure of the Chief. However, any officer removed from a Field Training position or full-time PSU position, except for reason of separation, shall continue to receive any applicable monthly specialty pay until the end of the calendar year in which transfer out of the unit occurs. PSU positions filled by the Chief on a part-time basis (specific duration of less than (1) one year) shall receive performance pay only for the length of the appointment.

Officers serving as non-rotating Gang/Violent Crime Unit Officers, Narcotic Officers or Helicopter Pilots may only be removed for just cause.

Section 6. Protective Services Officer Promotions.

In the event promotional opportunities become available for PSOs to advance to a higher level of responsibility and compensation within the Municipal Court organization, the selection for such positions from among either internal or external applicants shall be made by the AJMC based on general considerations of education, experience, training, certification, and suitability to the particular requirements of the job.

ARTICLE 19

UNIFORMS/CLOTHING PROVISIONS

Section 1. Uniforms.

A. Officers of the Department may, at their discretion, wear either the "summer" or the "winter" uniform. When wearing the winter uniform officers shall be required to wear, and shall have the option of wearing, a black turtleneck sweater or necktie with the winter uniform shirt. The necktie or turtleneck sweater shall be supplied by the Department.

B. Members permanently assigned to the Bicycle Unit and officers temporarily assigned duties requiring the riding of a bicycle will be allowed to wear the navy blue uniform shorts with their issued uniform shirts on any scheduled shift when the temperature exceeds sixty (60) degrees Fahrenheit and with the approval of the Division Commander, or designee. The style of shorts shall be selected by the uniform committee with the approval of the Chief.

C. Officers assigned to the K-9 Unit shall have the option of wearing the issued uniform or the issued utility uniform.

D. Bargaining Unit members assigned to the Criminal Investigation Division may wear casual business attire except when appearing in court or any other venue where professional business attire is expected. Issued uniform clothing will not be worn as a part of casual business attire unless authorized by Department regulation. Casual business attire is conservative in nature and shall comply with the following standards:

- Slacks, suit pants, or Docker-style slacks, or 5.11 tactical style pants.

- Button-up collared dress shirt, golf shirt, or polo shirt tucked in at the waist (conservative brand, sports, TPD and FOP logos are acceptable).

- Professional blouse or modest top.

- Sports coat, suit jacket, or blazer.

- Sweater worn over a collared shirt, turtleneck, or mock turtleneck.

- Professional turtleneck or mock turtleneck worn under a sports coat, suit jacket, or blazer.

- Leather dress shoes or boots (black, brown, or cordovan), lace up or loafer, with appropriate dress socks (men).

- Leather dress shoes or boots (black, brown, or cordovan), closed-toe flat or pump with a conservative heel, worn with appropriate hosiery (women).

- Leather belt (black, brown, or cordovan).

- Professional coat or overcoat – solid color.

Casual business attire shall not be faded, torn, scuffed, frayed, wrinkled, or otherwise unkempt. The Division Commander or designee may further relax the attire for special operations and/or search warrants.

E. PSO bargaining unit members shall be issued by the Municipal Court, from its departmental budget, the following uniform items for wear and maintenance in conjunction with their security and other duties:

- Five (5) pair navy slacks;
- Five (5) long-sleeve polo shirts with logos;
- Five (5) short-sleeve polo shirts with logos; and
- One (1) heavy-duty wide black belt.

Section 2. Motorcycle Jackets.

Motorcycle Officers shall be allowed to wear a "motorman" style black leather jacket from Harley Davidson or the reflective winter jacket as a part of their winter uniform. The City shall supply either the leather jacket or reflective jacket to the officers of the Motorcycle Unit.

Section 3. Headgear.

Uniformed officers will wear hats as a part of the uniform except:

A. The hat need not be worn in the car.

B. The hat need not be worn when inside a building or residence.

C. If the wearing of the hat becomes detrimental to the safety of the officer in terms of expediency or identification, the officer has the prerogative to exercise discretion in the matter.

D. The wearing of the hat when outside of the vehicle for a short time will be at the discretion of the officer. Any time the officer is outside of the vehicle, where the identification of the officer to the public is a high priority the hat will be worn. "Hat" shall be defined as one of the Department issues.

E. Any officer allowed to wear a utility-type uniform will be provided a uniform ball cap with the Topeka Police Department insignia on the front of the cap, to be worn only with the utility uniform.

F. During cold weather, Officers may wear a black acrylic or wool knit scarf/muffler.

G. During below freezing temperature weather periods, Officers assigned to the bicycle or motorcycle units may wear a black knit balaclava during the period of time such Officers are riding their bicycles or motorcycles.

Section 4. Haircuts.

All bargaining unit members will have hair neatly groomed. Male employees may wear their hair in the contemporary style of the day. Female employees may choose to wear their hair down and loose; however, the length of the hair shall not

cover any portion of the badge or nametag. Female employees with long hair may wear their hair down; however, it will be secured in the back in a ponytail or like fashion. Female employees may wear their hair up in a bun or French braid. Employees in assignments which do not require the wearing of a uniform may wear their hair down and loose regardless of length as long as a well-groomed appearance is maintained. Special Assignments: Hair requirements may be waived at the discretion of the Division Commander when it would be to the benefit of the officer's assignment to do so.

Section 5. Approved Boots and Shoes.

Approved boots shall be of the following types:

1. Black Wellington;
2. Rocky style; and,
3. Motorcycle type for officers assigned to the Motorcycle Unit.

Approved shoes shall be of the following types:

1. Solid black leather; or
2. Solid black athletic style shoe.

ARTICLE 20

TAKE HOME CAR PROGRAM

Section 1. Priority.

The Police Chief may institute a take-home car program. The program will give priority to designated “weed and seed” areas within the City limits. Cars will be assigned by seniority to Officers living within these areas. Allowance will be given for officers to decline cars. The Department may expand the “weed and seed” areas based on the demonstrated need.

Section 2. Restrictions.

The take-home car program will be restricted to the City limits of Topeka until such time as all eligible Officers residing within the City limits have been issued cars; provided, however, that the Chief may make exceptions to this provision for special needs in special programs. Entry level probationary officers are not eligible for this program.

Section 3. Issuance of Cars.

Cars will be issued based on Department seniority within Units. Eligible officers may decline a take-home car.

ARTICLE 21

MANAGEMENT RIGHTS

The parties to this Agreement recognize that specific areas of responsibility must be reserved to Management if the public service mission of the City is to function effectively and efficiently. Unless specifically modified by any provision of this Agreement, Management reserves the right to:

A. Direct the work of the employees;

B. Hire, promote, demote, transfer, assign, retain, and recall employees in positions within the public agency;

C. Maintain the effectiveness, productivity, and efficiency of governmental operations;

D. Discipline, suspend, demote, and/or discharge employees for just cause;

E. Take actions as may be necessary to carry out the mission of the agency in emergencies as declared by the Topeka City Manager.

F. Determine the methods, schedules, means, and personnel by which operations are to be carried on, including the right to contract and subcontract work; and

G. Retain all other rights typically vested in Management which may not be specifically stated.

ARTICLE 22

SAVINGS CLAUSE

Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement. This Agreement is subject to all Federal, State, and Local laws, provided that should any change be made in any of these laws which would be applicable and contrary to any provisions contained herein, such provisions herein contained shall be automatically terminated. If replacement provisions are deemed to be necessary by FOP Lodge #3 or Management, they shall be discussed at a mutually agreeable time.

If during this Agreement an ordinance is adopted which contains a provision in conflict with any provision of this contract, the contractual provision shall control for the duration of this Agreement.

ARTICLE 23

TERMINATION AND AMENDMENTS

This Agreement shall be effective from January 1, 2012 and shall remain in full force through December 31, 2013 and all provisions of this Agreement shall continue in full force and effect during the negotiations for any successor Agreement.

APPENDIX A

DRUG AND ALCOHOL POLICY

Section 1. Definitions.

Aliquot - A portion of a specimen used for testing.

Chain-of-Custody - The method of tracking each urine specimen to maintain control from initial collection to final disposition for such samples and accountability at each stage of handling, testing, storing, and reporting.

Collection Site - A place where officers present themselves to provide, under controlled conditions, a urine specimen which will be analyzed for the presence of drugs.

Confirmatory Test - An analytical procedure which is independent of the initial test to identify the presence of a specific drug or metabolite and which uses a different chemical principle from that of the initial test to ensure reliability and accuracy. Gas Chromatography\Mass Spectrometry (GC/MS) shall be the accepted standard for confirmation of cocaine, marijuana, opiates, amphetamines, and phencyclidine. A breath test shall be utilized to determine the presence of alcohol.

Confirmed Positive Result - The presence of an illicit substance in the pure form or its metabolites at or above the specified cutoff level identified pursuant to the procedures as specified within the definition of Confirmatory Test as described above.

Department - As used alone in the text of this Drug and Alcohol Policy, both the City of Topeka Police Department and Municipal Court.

Director - The Director of the Department of Human Resources or the Director's designee. The designee may be an individual who acts on behalf of the Director to implement and administer these procedures.

Drug - Any illegal or controlled substance, including alcohol, as defined by the Kansas Statutes Annotated.

Drug Screen - A test to determine the presence of drugs or alcohol.

Initial Test - A screen to eliminate negative urine specimens from further consideration or other preliminary test to detect the presence of drugs and/or alcohol.

Medical Review Officer - A licensed physician who reviews and interprets positive results of confirmatory tests and evaluates those results together with medical history or any other relevant biomedical information to confirm positive results. This person has knowledge of substance abuse and appropriate medical or forensic training.

Negative Result - The absence of drugs in the pure form, or metabolites in sufficient quantities to be identified by either an initial screen or confirmatory test or as determined by the Medical Review Officer, will be considered a negative test.

Officer – For the purposes of this Drug and Alcohol Policy only, a certified law enforcement or Protective Services Officer with arrest powers, employed by the Topeka Police Department or Municipal Court.

Section 2. Policy Statement.

1. The City of Topeka has a commitment to a drug-free work place.
2. This policy applies to drug screening, education, and rehabilitation for sworn City of Topeka Police and Protective Services Officers who may be suspected of substance abuse, or who are selected for testing pursuant to the random screening program set forth herein.
3. Drug screens may screen for alcohol and any substances listed in Schedule I or II of the Kansas Controlled Substances Act, K.S.A. 65-4101, *et seq*. The

threshold levels of certain substances are listed below. Samples from officers shall, in all cases, be screened to identify the following classes of substances:

	Tests	Concentration (ng/ml) Initial	Confirmatory
1.	Marijuana/cannabinoids (THC)	50 ng/ml	15 ng/ml
2.	Cocaine metabolites	300 ng/ml	150 ng/ml
3.	Opiates	2000 ng/ml	2000 ng/ml
4.	Phencyclidine (PCP)	25 ng/ml	25 ng/ml
5.	Amphetamines/methamphetamine	1000 ng/ml	500 ng/ml
6.	Barbiturates	300 ng/ml	100 ng/ml
7.	Benzodiazepines	300 ng/ml	100 ng/ml

Specimens collected pursuant to this policy will be used only to test for those substances specified in these procedures and may not be used to conduct any other analysis or test unless otherwise authorized by law or the individual.

4. Alcohol testing will be conducted by a certified Breath Alcohol Technician (BAT) utilizing an Evidential Breath Testing (EBT) device which meets the requirements established by the conforming products list published in the Federal Register. An initial EBT reading of less than .02 shall be considered a negative screen. An initial EBT reading of .02 to .0399 will result in the necessity of a second test occurring within 20 minutes in order to make a determination of positive. If the second test falls within the same range, the individual will be removed from his/her duty assignment and, where available, placed in a light duty assignment until the start of the next regularly scheduled duty period, but in any event for a time not less than 24 hours following administration of the test. All records of EBT test results falling within the .02 to .03999 range under this policy shall be destroyed and not utilized in any other testing or disciplinary action.

5. A reading of .04 or greater on the EBT will result in the necessity of a second test within the time-frame noted in paragraph 4 above. A second EBT test

result of .04 or greater will result in the officer being placed on Administrative Leave and directed to the Employee Assistance Program (EAP) for referral to an appropriate drug assessment and education or treatment program approved by the EAP.

6. Collection sites, laboratories, and test methods used to conduct drug screens shall comply with accepted practices within the industry and with all certification requirements. Confirmation tests shall be performed by a Substance Abuse and Mental Health Service Administration (SAMHSA) certified lab. Alcohol testing will be conducted by a certified BAT affiliated with the third-party vendor hired by the City to conduct its drug screenings. The City will provide reasonable prior notice to the Union when changes are made to the vendor(s) selected to serve as collection sites and/or laboratories for the administration of this Drug and Alcohol Policy.

7. Individual drug screen records maintained by the Director pursuant to this policy shall be considered confidential by the City and its representatives, to the extent it is appropriate and feasible, to observe reasonable expectations of privacy on the part of the individual.

8. Officers shall be informed of the Department’s drug screening policy prior to being subjected to any drug screens.

9. Supervisors, or those officers who have responsibility for administering the Department’s drug screening program, shall receive training approved by the Director. For the purpose of this policy, "officers who have responsibility for administering the Department’s drug screening program" means Department heads and their respective administrative and managerial staff who may have responsibility for advising or notifying officers, preparing and maintaining forms, or proposing disciplinary actions pursuant to the drug screening policy.

10. Officers may be screened under the following circumstances:

    A. Any officer may be subjected to a drug screen if the Division head has reasonable suspicion of drug use by the officer.

    B. Officers may be tested pursuant to the provisions of Subsection 25, Random Drug Testing.

11. An officer required to submit to a drug screen shall be advised of the:

    A. methods of drug screening which may be used;

    B. substances which may be identified;

    C. consequences of either a refusal to submit to a drug screen or of a confirmed positive result;

    D. reasonable efforts to maintain the confidentiality of results and any medical information which may be provided; and

    E. when testing for non-alcohol substances, the right to request that the specimen be split in order for the officer to cause a separate screen to be made, with all costs associated therewith to be paid by the officer.

12. An officer shall be required to sign the drug screening consent forms. Refusal by the officer to sign the consent forms shall be considered refusal to submit to a drug screen as a condition of employment and shall be considered a failure by the officer to fulfill a condition of employment, resulting in the officer's immediate discharge from City employment.

13. An officer shall be informed of the drug screening specimen collection location and time and will be escorted by a supervisor. The officer shall be responsible for reporting to the collection site at the scheduled time.

    A. An officer who is requested to submit to a drug screen shall be given time off with pay for that purpose.

    B. An officer who is requested to submit to a drug screen shall be

provided transportation to the testing site by the supervisor, who shall identify the officer for the testing facility.

C. Failure by an officer to report to the collection site at the scheduled time shall be considered refusal to submit to a drug screen as a condition of employment and shall be considered a failure by the officer to fulfill a condition of employment, resulting in the officer's immediate removal from his/her duty assignment.

14. Drug screening results shall be reported in as timely a manner as reasonable and be revealed only to the officer and those persons authorized by the Director as having an established need for the information.

15. In the event of a confirmed positive screen for an officer who has not previously had such a result, referrals for an appropriate assessment and education or treatment program shall be made consistent with the second threshold-exceeding alcohol test situation described in Subsection 5 above and the following additional criteria:

A. An officer will be granted leave to participate in an appropriate and approved education or treatment program pursuant to this policy for a period not to exceed an aggregate of 60 working days. Upon recommendation of the program provider, leave may be approved beyond these limits solely at the discretion of the Director if the recommended program warrants such an extension.

B. Leave to participate in education or treatment programs, as outlined in paragraph A, shall be granted with pay -- to the extent the officer has accrued leave -- and without pay thereafter.

C. The officer shall be required to provide verification to the Director that

the officer is participating in an appropriate and approved education and treatment program to receive approved leave.

D. The Department head shall review the job duties required of the officer to determine whether the officer poses a threat to safety or health at the work site while undergoing outpatient or after-care treatment. The Department head shall provide this determination to the Director, who may confer with the Chief or AJMC, as appropriate**,** regarding assignment of the officer to a different position for a period of six (6) months. Final approval of such an assignment shall be at the option of the City Manager.

E. Refusal by an officer to enter into an appropriate and approved drug assessment and education or treatment program may be grounds for termination. An officer may appeal his/her assignment to a specific program to the Director. The Director shall then determine the appropriate program and the officer shall be required as a condition of continued employment to participate in the program determined to be appropriate by the Director.

16. On completion of the recommended education or treatment program, the officer shall be required to provide or release clinical verification to the Director that the officer has successfully completed the recommended education or treatment program.

A. For the purposes of this drug screening program, “successfully completing the recommended education or treatment program” means the officer achieved and maintained a drug-free state, which will normally be determined by a "negative" result from an authorized drug screen.

B. All officers who have entered a program as specified in this Section shall be required, as a condition of continued employment, to submit to a drug screen once each quarter for a period of eighteen (18) months commencing sixty days after the date of the initial positive test. The specific date each quarter on which the drug screen shall be made shall be at the discretion of the Director and shall not require advance notice to the officer.

17. An officer who receives a confirmed "positive" result shall be subject to dismissal as follows:

A. The officer shall be subject to dismissal if the officer is serving an initial employment probation at the time the Director is notified of a confirmed positive result.

B. The officer shall be subject to dismissal if the officer fails to successfully complete an appropriate and approved drug assessment and recommended education and treatment program.

C. The officer shall be subject to dismissal if the officer has previously had a confirmed "positive" result within the preceding five years.

18. This policy shall not preclude the Department head from proposing disciplinary action for other aggravating circumstances that occur in addition to a confirmed "positive" result and which are normally grounds for discipline.

19. Any officer who intentionally tampers with a sample provided for a drug screen, violates the chain-of-custody or identification procedures, or falsifies a test result shall be subject to dismissal.

20. If an officer has reason to believe that technical standards were not adhered to in deriving the officer’s confirmed "positive" result, the result may be appealed in writing to the Director within 14 calendar days of receiving written

notice of the result.

21. An officer shall be afforded due process in accordance with the grievance procedure within this labor agreement if a disciplinary action results from the drug screening process or the officer alleges other violations of this policy.

22. Only the Director has the discretion to authorize additional tests by the original or a different laboratory on the same or a new specimen if the Director determines that the technical standards established for test methods, or chain-of-custody procedures, were violated in deriving a confirmed "positive" result -- or has other appropriate cause to warrant additional tests. However, the officer may request, and pay any costs associated with, an additional drug screen of the original specimen taken by the contracted drug screening facility.

23. The drug screen shall be completed if reasonable suspicion exists that an officer is abusing a drug even if it is determined that the officer is using prescription drugs or medications under the care of a licensed physician. However, in such a case the officer shall be referred to the Medical Review Officer for an evaluation of the officer's ability to perform usual job tasks or whether reasonable accommodations need to be made for the officer's condition which requires the medication.

24. The City recognizes that patterns of behavior that may indicate drug use may also be signs of mental or physical illness. If an officer has a drug screen that involves a physical or mental function and that screen is negative, the officer will be referred to Occupational Health for evaluation for any handicapping condition that may be contributing to the poor work performance.

25. Random Drug Testing.

A. Up to twenty percent (20%), i.e., five percent (5%) each quarter of a calendar year, of the Topeka Police Department and Municipal Court bargaining unit members will, at the discretion of the Police Chief (in collaboration with the AJMC), be tested on a random basis annually under the Drug and Alcohol testing requirements.

B. Random selection shall be made through a computerized program provided by the Random Drug Testing Vendor (RDTV) selected by the City to perform its drug and alcohol testing.

(1) Within the last thirty (30) days of each quarter of the calendar year, the City of Topeka will make available to its RDTV the names and badge identification numbers of all officers covered by the random testing program for the particular quarter in which the testing is to occur.

(2) The list of officers to be tested for the quarter will be created through the RDTV's computerized random drug program.

(3) The list of officers to be tested for the quarter will be relayed to the City's Human Resources Department by the afternoon prior to the test date. Upon receipt of the list, the Human Resources Department shall notify the Chief of Police or his/her designee. They will then meet in order to reconcile the list of officers to be screened**,** conferring if necessary with the AJMC. An officer selected for random testing will be notified at the start of his/her next shift.

(4) Any randomly selected officer who has experienced a documented encounter with a drug environment within the forty-eight (48) hours prior to testing shall have that factor considered in the evaluation of any test results. The documented encounter shall be on a form provided by the Department and must be signed by the officer and attested to by the appropriate supervisor.

Section 3. Authority of Supervisors.

FIRST LINE SUPERVISORS shall have the authority and responsibility to document occurrences which may be determined to constitute reasonable suspicion as provided in the following Section of this policy.

SECOND LEVEL SUPERVISORS shall have the authority and responsibility to document occurrences or assist the first level supervisor in documenting occurrences which may be determined to constitute reasonable suspicion.

DIVISION HEADS shall have the authority, acting in concert with Department heads, the City Attorney, and the Director, to determine that reasonable suspicion exists and to require that a drug screen be taken. In addition, the Division head shall have the authority to make a determination that an officer be removed from his/her position pending a drug screen if allowing the officer to continue with his/her duties might pose a threat to the safety or health of the officer, the workforce, or the public.

NOTE: ALL DETERMINATIONS REQUIRING A DRUG SCREEN AS A CONDITION OF CONTINUED EMPLOYMENT SHALL BE REVIEWED AND APPROVED BY THE CITY MANAGER PRIOR TO THE IMPLEMENTATION OF ANY REHABILITATION PROGRAM.

Section 4. Identifying and Documenting Reasonable Suspicion.

A. Situations Requiring Immediate Action.

Situations requiring immediate action (drug screen request) on the part of the supervisor include:

(1) An on-the-job accident which appears to have been the result of, or contributed to by, the officer's abuse of a drug;

(2) An on-the-job incident (e.g., medical emergency) that appears to have been caused or contributed to by the use of drugs;

(3) Direct observation by the supervisor, or information reported to and supported by documentation or subsequently verified by the supervisor, that the officer is unable to carry out the responsibilities of the job, or may be a threat to safety, because of suspected drug abuse; and

(4) Physical on-the-job evidence of drug use by the officer.

An on-the-job accident, incident, or failure to execute job responsibilities does not necessarily indicate drug abuse. However, if a supervisor observes or learns of any of these situations -- and there is reason to believe that drugs may have been involved, the supervisor will proceed with the steps required by this policy to request that the officer undergo a drug screen.

In situations requiring immediate action (a drug screen request), the supervisor will first document the incident which led the supervisor to believe the officer may have been impaired due to drug abuse. The documentation shall include a full description of the incident, including date, time, people involved, behavior, reactions, and how performance

was affected or safety threatened.

The supervisor shall continue to document the situation through notification of and confrontation with the officer as provided in this policy. If the officer may be a threat to safety or may cause undue disruption of work activity, the supervisor shall see that the officer remains away from the immediate work area while decisions are made regarding the drug screen request.

The supervisor will then make every effort to confer with the supervisor's immediate superior or Management staff before taking action to remove the officer from the work area. However, in an emergency (accident or threat to safety) it may not be possible to make timely contact with these parties before requiring the officer to leave the work area.

B. Patterns of Deteriorating Performance.

When an officer begins to show a pattern of deteriorating job performance, the supervisor shall take a series of steps over a period of time, each of which requires full documentation. Drug abuse can affect an officer's job performance in many ways and supervisors must be aware of them. Supervisors need to document the following trends if they appear and the officer has no reasonable explanation for his/her behavior.

1. General Trends:

(a) Excessive absenteeism; peculiar excuses for absences;

(b) Excessive use of sick leave, particularly for minor illnesses such as colds, flu, or stomach problems;

(c) Frequent absences after scheduled days off;

(d) Excessive tardiness;

(e) Long breaks; frequent trips to the bathroom, break area, or parking lot; and frequent early departures from work;

(f) Higher-than-normal accident rates;

(g) Changes in appearance, such as flushed face, red or bleary eyes; carelessness in dress or appearance; hand tremors; and

(h) Needle marks on the arms.

2. Performance Related Trends:

(a) Inconsistent work patterns or disruption of work patterns;

(b) Decreasing reliability; procrastination; memory gaps;

(c) Tendency to neglect details formerly not neglected;

(d) Friction with co-workers; placing blame on others;

(e) Making consistently bad decisions; missing deadlines;

(f) Requesting different job assignments;

(g) Seeking loans from co-workers;

(h) Wasting office supplies or materials due to errors;

(i) Poor service to/complaints from the public;

(j) Lack of cooperation; confusion;

(k) Decreased productivity or quality of work; and

(l) Morale problems; unacceptable behavior.

Supervisors should be cognizant that there are obviously other explanations for such trends. Supervisors are not to jump to conclusions, must use good judgment, and must follow the procedures as outlined in this policy.

Documentation of patterns of deteriorating work performance is extremely important to the drug screening program. The documentation provides the basis for a requirement that an officer submit to a drug screen. The

performance evaluation process may also be used as part of the documentation.

Supervisors must document actual events and observations rather than to rely on hearsay. Documentation will include specific dates, times, people involved, behavior, reactions, overall performance, and a general discussion of the circumstances. The supervisor shall not include medical diagnoses, conclusions about medical conditions, or opinions about the causes of the observed behavior.

A Division head is not to request that an officer submit to a drug screen based on an isolated situation unless the situation falls within Subsection A. above. Nor is a Division head to request that an officer submit to a drug screen without a supervisor having first counseled the officer about a pattern of deteriorating job performance.

During the counseling session, the supervisor is not to diagnose the officer's problem, but is to point out where and how the officer's work performance has deteriorated. No mention of the officer being a drug abuser or addicted to drugs or alcohol may be made during these counseling sessions. The supervisor shall be careful not to make statements that could be construed as defamation of character. The supervisor shall provide the officer with suggestions as to how to improve the officer's work performance to a satisfactory level during the counseling sessions. The supervisor is to encourage the officer to self refer to the Employee Assistance Program to deal with any problems that might be causing the situation which is affecting the officer's work performance.

The supervisor must have counseled the officer at least twice in a six

(6) month period before the Division head requests a drug screen unless such drug screen is required pursuant to Subsection A. above. These counseling sessions must be documented thoroughly.

If an officer's job performance has not improved after two (2) documented counseling sessions and the officer continues to exhibit some of the characteristics outlined above, the confirming documentation shall be presented to the Division head. The supervisor and the Division head shall discuss and review the documentation to determine whether the circumstances constitute reasonable suspicion that drug use is the reason for the officer's deteriorating job performance. Factors to consider include the general trends and patterns outlined above and comparisons with the officer's previous work performance.

If the supervisor and the Division head agree that the officer's work performance has declined to a degree that further steps must be taken and that no improvement has been shown after counseling sessions, the Division head shall consult with the Chief of Police (or, as applicable, the AJMC), the City Attorney, and the Human Resources Director to determine whether a drug screen is warranted and shall be required as a continuing condition of employment.

APPENDIX B

DEFINITIONS

The following terms, when used in this Agreement, shall be given the below-listed meanings:

1. “Interview/Investigation/Interrogate” shall mean any situation where a bargaining unit member is required to appear or reply to any questions from a superior or the Professional Standards Unit about any incident or complaint.
2. “Proper Notification” shall mean notification by the appropriate person either in person, by phone, by leaving a message on an answering machine, or by memorandum.
3. “Immediate Family” as referenced in Article 11 shall mean that group of individuals defined to include one's spouse; child; son-in-law; daughter-in-law; step-child; parent; step-parent; spouse's parent; sibling; sibling’s spouse; grandparent; grandchild; great-grandchild; spouse’s child; spouse’s son-in-law; spouse’s daughter-in-law; spouse’s step-child; spouse’s step-parent; spouse’s sibling; spouse’s grandparent; spouse’s grandchild; spouse’s great-grandchild; a family member of the immediate household permanently residing under the same roof; or any other person residing under the same roof in a shared living arrangement with the employee (but not including a person renting living space from the employee); or other family member approved by the Chief or, in the case of PSOs, the AJMC.
4. “Board of Directors (FOP),” shall mean any bargaining unit member holding one of the following offices in the Fraternal Order of Police

Lodge #3: President; Vice President; Second Vice President; Secretary; Treasurer; Conductor; Inner Guard; Outer Guard; Chaplain; Trustee At Large; TPD Trustee; or Immediate Past President.

5. “Specialty Units” shall mean Canine Program; Motorcycle; Crime Scene Investigation; Bicycle; Narcotics; Gang/Violent Crime; Training; Property and Impound; Records; Hiring and Recruiting; Crime Analysis; Crime Prevention; Information Technology; Professional Standards; and Community Officers; School Resource Officers.
6. “Special Assignments” shall mean Response Team; ATV assignment; Bomb Disposal; Accident Reconstruction; Emergency Vehicle Operations Course (EVOC) Instructor; Defense Tactics Instructor; Firearms Instructor; CPR/First-Aid Instructor; Armorer; FTO/FTD/FTS; Polygraph Examiner; Latent Examiner; Blood Stain Analyst; Document Examiner; Honor Guard; Crisis Negotiator; Canine programs; and Federal and State task forces.
7. “Job Opening” shall mean a position that opens up that would be filled by seniority bidding or Management Council within the Police Department or the selection process outlined in Article 18, Section 6 for the Municipal Court.
8. “Job vacancy” shall mean a position that will be filled by promotion.

APPENDIX C

MANAGEMENT COUNCIL GUIDELINES

EVALUATION CRITERIA

PERFORMANCE: 20 pts. Possible

0 - 15 pts for Evaluations. Subjective, based on what is read in past evaluations. Items in the evaluations should include, but not limited to: Work Quality; Thoroughness; Reliability; Performance under Stress; and Productivity.

0 - 5 pts for Discipline. 5 points for no disciplinary actions. Subtract from 5 as disciplinary problems are found.

EXPERIENCE: 20 pts. Possible

Years of experience and what the experience is. Not limited to the Topeka Police Department.

ABILITY: 20 pts. Possible

Personal knowledge of the candidate, past and present work assignments, and evaluations. Items in the evaluations should include, but not be limited to, Demonstration of Command Presence and Job Knowledge.

TRAINING: 20 pts. Possible

Training file, professional schools, and seminars as they relate to the job being applied for. Initiative toward improvement of skills.

EDUCATION / MILITARY: 10 pts. Possible

.05 - 5.95 pts for college credits (.05 per credit hour);
6.0 pts for 4 yr. college degree;
7.0 pts for graduate work towards a Master's Degree;
8.0 pts for a Master's Degree;
9.0 pts for work towards a Doctorate Degree; and
10.0 pts for a Doctorate Degree.

Military Service points may be earned at a rate of .75 point per year of active military service up to a maximum of three (3) points for four (4) years of service. Education and Military points combined may not exceed six (6) points.

SENIORITY: 10 pts. Possible

Time on the Department; .50 point per complete year of service:

1. .50	6. 3.00	11. 5.50	16. 8.00
2. 1.00	7. 3.50	12. 6.00	17. 8.50
3. 1.50	8. 4.00	13. 6.50	18. 9.00
4. 2.00	9. 4.50	14. 7.00	19. 9.50
5. 2.50	10. 5.00	15. 7.50	20. 10.00

Management Council Evaluation of Candidate
Score Sheet

Candidate:_____ **Date:**_____

Position: _____

Performance (0 to 20 Points):

Past Evaluations 0-15 points **SCORE:** _____

Past Discipline 0-5 points **SCORE:** _____
(See Article 16, Section 2, A)

Experience (0 to 20 Points):

Past experience which relates to the job **SCORE:** _____

Ability (0 to 20 Points):

Evaluations; past experience; job knowledge; and
Supervisory experience, if appropriate. **SCORE:** _____

Training (0 to 20 Points):

Training file, professional conferences, & seminars **SCORE:** _____

Education / Military (0 to 10 Points):

Formal Education (College) **SCORE:** _____

Military Service points are earned at a rate of .75 point per year of active military service up to a maximum of three (3) points for four (4) years of service. Education and Military points combined may not exceed six (6) points.

Seniority (0 to 10 Points):

Time on the Department **SCORE:** _____

TOTAL: _____

RATER'S SIGNATURE: _____

DATED AND ACKNOWLEDGED THIS_____ DAY OF December, 2011
IN THE CITY OF TOPEKA, KANSAS, BY:

_____
DET Kent Biggs, Chairman
Labor Council, FOP Lodge #3

_____
Ronald Miller, Chief of Police
Topeka Police Department

_____
SGT Jack Mackey
President, FOP Lodge #3

_____
Victor Miller, Administrative Judge
Topeka Municipal Court

_____
SGT Troy Willard
Labor Council, FOP

_____
LTC Walt Wywadis
Topeka Police Department

_____
DET Jeremy Berg
Labor Council, FOP

_____
MAJ Michael Haugen
Topeka Police Department

_____
DET Justin Broxterman
Labor Council, FOP

_____
MAJ Warren Wilson
Topeka Police Department

_____
OFC Aaron Jones
Labor Council, FOP

_____
MAJ Kris Kramer
Topeka Police Department

ATTEST:

_____
PSO Mark Meier
Labor Council, FOP

_____
Brenda Younger
City Clerk

_____
Daniel R. Stanley
Interim City Manager

A Capital City Government Working For You…

www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 7, 2011

Back Print

DATE:	**December 20, 2011**		
CONTACT PERSON:	**David Thurbon/Bill Hoover**	**DOCUMENT #:**	**Z11/28**
SECOND PARTY/SUBJECT:	**David Herrman, President**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**014 Ordinances – Non-Codified / 007 Zoning**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:	**12-06-11 First Reading.**	**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code by providing for certain changes in zoning on property located on the west side of SW Burlingame Road, approximately 700 feet south of SW 42nd Street, from "R-1" Single Family Dwelling District TO "I-1" Light Industrial District. Final Reading. *(Z11/28) (Council District No. 5)*

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

(Approval would allow the vacant property to be developed for a storage and distribution facility.)

POLICY ISSUE:

The Planning Department recommended DISAPPROVAL due to four previous rezoning petitions from "R-1" Single-Family to "I-1" Light Industrial along SW Burlingame Road, located between SW 42nd Street and SW 49th Street, either being denied by the governing body or withdrawn by the applicants after the Planning Staff recommended DISAPPROVAL and also due to several existing single-family residences and a new church that is planned located directly across SW Burlingame Road from the proposed site. The Planning Department suggested that the applicants reapply for a Business Park PUD so that their concerns and concerns of the church could be addressed.

STAFF RECOMMENDATION:

The Planning Commission recommended this proposal be **APPROVED** by a vote of 6-2-**0** at their November 21, 2011 meeting as referenced in the attached minutes. The Planning Department recommended that this request be **DISAPPROVED** as referenced in the attached staff report.

BACKGROUND:

See Staff Report.

- **Governing Body options:**
- **Adopt**the recommendation of the Planning Commission by a majority (6 votes) of the Governing Body;
- **Override**the Planning Commission's recommendation by a two-thirds majority (7 votes) of the Governing Body membership; or,
- **Return**such recommendation to the Planning Commission (6 votes) with a statement specifying the basis for the Governing Body's failure to approve or disapprove.

BUDGETARY IMPACT:

N/A

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

Staff Report

Letter of Objection from Church of Christ

Ordinance

Site Plan

View "A" of Proposed Building

View "B" of Proposed Building

Aerial

Flood Map Aerial

Zoning Map

Planning Commission Minutes

November 21, 2011
Agenda Item # E-2a

ZONING REPORT

CITY OF TOPEKA PLANNING DEPARTMENT

CASE NO: Z11-28 **by: Herrman's Excavating, Inc.**
David A. Herrman, President

PROPOSAL: A request for zoning change from the "R-1" Single-Family District to the "I-1" Light Industrial District.

LOCATION: This 11.08-acre site is located on the west side of SW Burlingame Road, approximately 700 feet south of SW 42nd Street.

PRESENT USE: The site is currently being used as tillable farmland.

PROPOSED USE: A contracted purchaser desires to purchase the property in order to construct a warehouse and distribution facility on the site.

BACKGROUND/EXISTING CONDITIONS: This 11.08-acre parcel comprises approximately the northeast quadrant of a larger 43.23-acre parent tract that has been submitted for a preliminary plat (P11/16 Stratham Subdivision and the subject parcel is Lot 1 on that plat). In 1982, a Special Use Permit (SP82/21) on 49 acres (included the parent tract and some additional land) was approved for a recreational facility with malt beverage sales. However, the site was never developed for this purpose.

In 2001, a rezoning petition (Z00-40) to "I-1" Light Industrial on approximately the same 49-acre site was withdrawn by the applicant (Herrman's Excavating, Inc.) after the Planning Department recommended "disapproval". About the same time, the applicant moved its proposed uses to the southeast on a 49.80-acre site. This new site was located on the north side of SW 49th Street and west of both the Kansas Turnpike and US Highway 75. It was approved via a Conditional Use Permit (CU01/14) for a demolition landfill in late 2001, and was developed for this purpose.

CHARACTER OF NEIGHBORHOOD: This neighborhood has a broad mixture of land uses and is impacted by a large flood zone area to the south, west, and northwest and by three nearby major roadways, which are Interstate-470, US Highway 75, and the Kansas Turnpike. This flood zone area is about 1,500 feet wide and provides land for farming to the west and south, and recreational ball fields and parks to the northwest. Numerous light industrial businesses are located to the north, east, and south that take advantage of the excellent highway network in this part of Topeka. Within an approximate one-half mile radius of the site there are also: two churches plus an 8.7-acre vacant site owned by a church that is planned for a new church facility, a State of Kansas drivers' license office, an indoor recreational facility, about six single-family homes, and the previously mentioned demolition landfill.

In late 1994, a rezoning petition (Z94/25) from "R-1" Single-Family to "I-1" Light Industrial was disapproved by the City Council by a 6-3-0 vote for parcels comprising about 97 acres and located on the east side of SW Burlingame Road, extending between SW 42nd Street and SW 49th Street. Previously, the

Planning Department had recommended denial, the Metropolitan Planning Commission had recommended against it by a vote of 3-9-0, and a valid protest petition was filed prior to the City Council meeting.

In 2000, two other rezoning petitions from "R-1" Single-Family to "I-1" Light Industrial (Z00/31 and Z00/52) on two properties located on the east side SW Burlingame Road, extending between SW 45th Street and SW 49th Street, were both withdrawn by the applicants apparently due to: Planning staff opposition, recommendations of denial by the Metropolitan Planning Commission, and valid protest petitions.

ZONING CLASSIFICATION AND USE OF SURROUNDING PROPERTIES:

	ZONING CLASSIFICATION	PRESENT LAND USE
North:	"R-1" Single-Family Dwelling District, then "I-1" Light Industrial District	Unimproved recreational area, then propane and vehicle fueling facility
South:	"R-1" Single-Family Dwelling District	Tillable farmland
East:	"R-1" Single-Family Dwelling District & "M-2" Multiple-Family Dwelling District	Three single-Family homes, vacant church-owned site, and church
West:	"R-1" Single-Family Dwelling District	Tillable farmland

LENGTH OF TIME PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER PRESENT CLASSIFICATION: The subject property has been used for farming for likely many years.

SUITABILITY OF PROPERTY FOR USES TO WHICH IT HAS BEEN RESTRICTED: The site's present classification is consistent with the pattern of existing land uses and zoning in this area. However, there is substantial undeveloped recreational land to the north so it may not be the "highest and best use" on this parcel since it is located outside the flood zone area.

CONFORMANCE TO COMPREHENSIVE PLAN: The Future Land Use Map, which does not provide site specific but rather general land use guidelines, designates about 85% of this site as *Park/Open Space/Recreational* and the remaining 15% that is located in the southeast corner of the site as *Medium/High Density Residential*. Numerous properties located about ¼ mile to the east and beyond, are designated *Industrial.* Within the Industrial Land Use Principles section of the Comprehensive Plan (page 91), it advises that new industrial establishments should have nearby and convenient freeway or expressway access and physical features (a 1,500-foot wide flood zone in this case) can be used to transition between differing land uses. Based on this information the proposed rezoning could be argued to possibly be consistent with our Comprehensive Plan.

However, on page 91 of the Comprehensive Plan it states, "The development of residential and industrial land uses within close proximity can often lead to land use conflicts." It can also be argued that typical industrial land uses should be located east of US Highway 75, between I-470 to about SW 46th Street extended, and then east of the Kansas Turnpike south of SW46th Street extended, where those properties are designated "Industrial" on the Future Land Use Map.

THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES: The proposed amendment could permit the subject property to develop consistent with the established pattern of zoning and land uses in this neighborhood and the proposed changes may not have any negative impacts on nearby properties depending upon the "I-1" Light Industrial uses actually developed, the building(s) design and appearance, and the layout of the site.

THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE OWNER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNER: If some industrial uses are developed it is possible some detrimental impacts could be created for residential and institutional properties located on the east side of SW Burlingame Road. Hence such impacts could outweigh the particular gain to the property owner by approval of this petition.

AVAILABILITY OF PUBLIC SERVICES: All essential public utilities, services and facilities are presently available to this area and will not be overburdened by this proposal.

COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS:

Application: Complete.

Minimum Lot Area: Compliant.

Setbacks: Compliant.

Platting: The site is being platted (P11/16 Stratham Subdivision) and the plat will need to be approved and recorded prior to the issuance of any building permits.

CONCERNS OF STAFF AND REVIEWING AGENCIES: This request has been submitted to all applicable reviewing agencies for consideration and comment.

ADDITIONAL FACTORS:

1. Neighborhood Improvement Association: Not Applicable.

2. Capitol Plaza Area: Not Applicable.

3. Flood Hazard Area: The flood zone area is located just to the south, west and northwest of the subject property but none of the subject site is within the flood zone area.

4. Airport Hazard Area: Not Applicable.

5. Historic Properties: Not Applicable.

STAFF RECOMMENDATION:

Based upon the above findings and analysis, Planning staff recommends **DISAPPROVAL** of this proposal but recommends that the applicant resubmit the project as a Planned Unit Development (PUD) with business park uses for further consideration. By switching this project to a PUD it would have the following key advantages:

1. Land uses permitted in the "I-1" Light Industrial District that could detrimentally impact the residential/institutional uses located on the east side of SW Burlingame Road could be eliminated while still retaining some light industrial uses and the wholesale distribution facility the applicant desires.
2. Building setbacks along SW Burlingame Road and in the side yards could be substantially increased. Otherwise, only a 20' front yard and 5' side yards could be required.
3. Truck docking and loading facilities could be required to be behind the rear of the building or alternatively be in the side yards with screening.
4. Architectural building elevations could be required to be administratively reviewed to ensure that all buildings constructed would provide an aesthetic appearance towards neighboring properties to the east and motorists along SW Burlingame Road.

The Comprehensive Plan regarding Industrial Land Use Principles on page 90 states, "Today, however, environmental standards and the trend towards higher technology and cleaner factories are enabling many industries to locate closer to residential areas than was desirable not too many years ago. Much of today's industry is indistinguishable from large-scale office uses." The Planning Department believes a Business Park PUD can be designed to allow low impact industrial and office land uses on the subject property in a manner that will minimize any impacts on neighboring residential and institutional properties.

Prepared by: Bill Hoover, AICP
Planner III

Central Church of Christ
1250 College Ave.
Topeka, Kansas
66604

City of Topeka
Planning Department
620 Madison Street
Topeka, Kansas 66607

November 7, 2011

Attention Bill Hoover:

We received the rezoning request hearing notice concerning Z11/28. We are concerned about this change because we own the property right across the street of the proposed change.

We have owned the property (approximately nine acres) for several years and were purchased with intent of relocating our church facility at that location. We planned on building two years ago, but with the downturn of the economy, we have had to postpone starting construction.

It was our understanding when we purchased the property that there would be homes across the street. We felt like the location, because of its access to the bypass, would be perfect for those that come from other areas of the city. We also foresaw some of our members relocating to the area across the street and our church facility would also be convenient for others that would occupy the houses as the area was developed.

We have outgrown our facility at 1250 College and are still planning on developing the property as a new church facility in the future.

With these items in mind, we feel it is not in the best interest of our congregation to have the zoning changed to Light Industrial.

We would like to be put on the agenda at the upcoming public hearing to be able to voice our position in person.

For the elders of the Central Church of Christ,

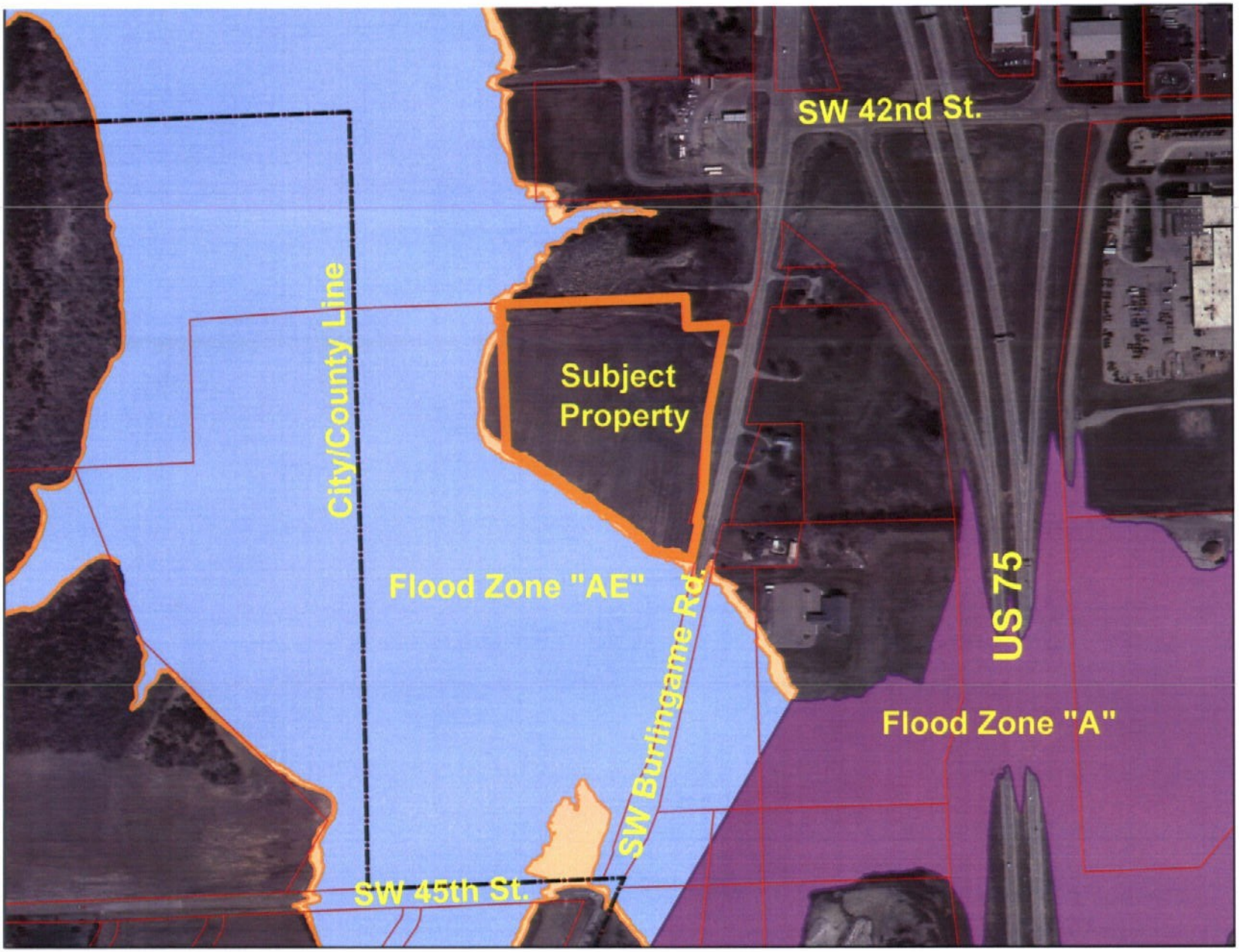
Gary Souder





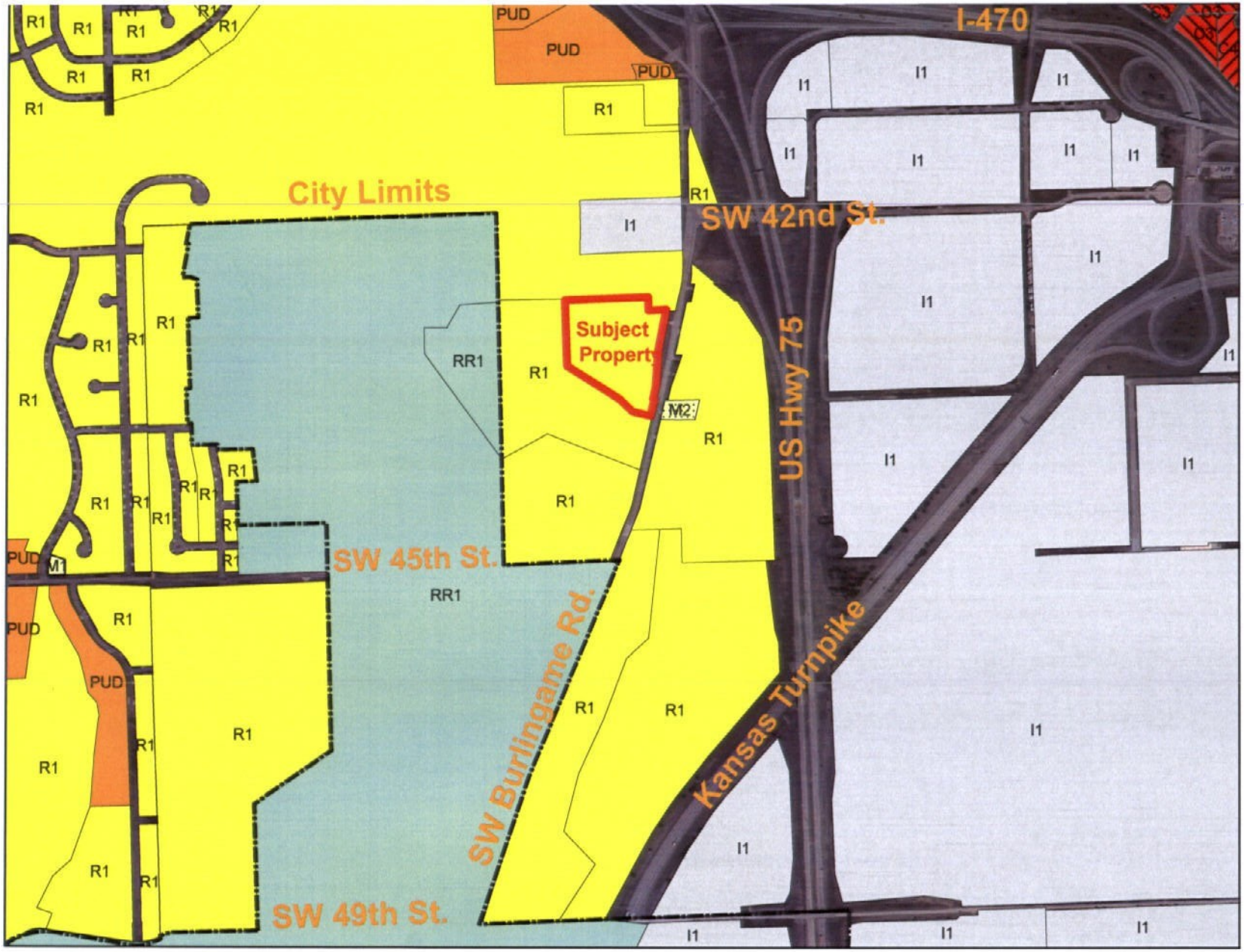
Z11/28 by Herrman's Excavating

Attachment number 4 \nPage 1

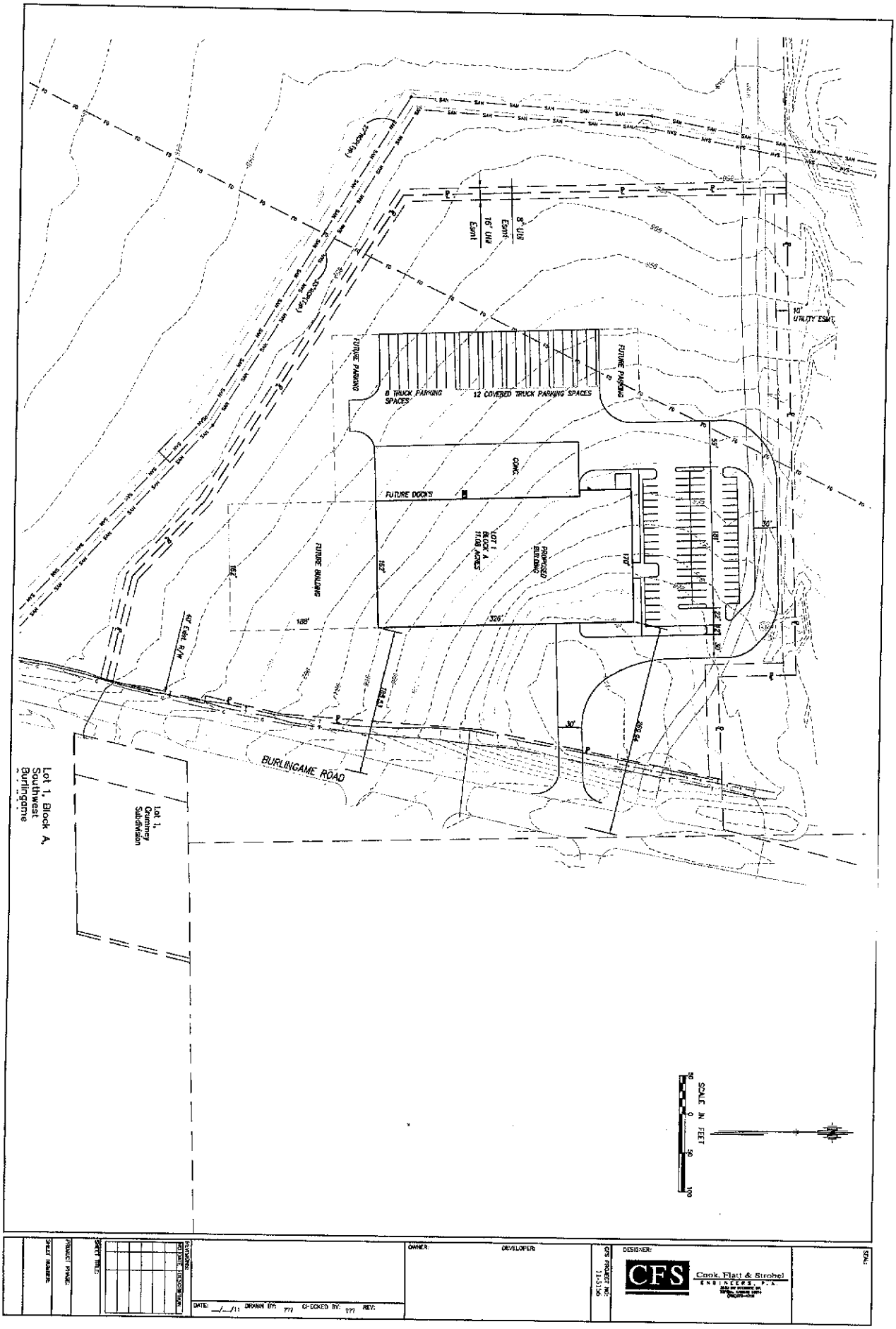




Z11/28 by Herrman's Excavating



Z11/28 by Herrman's Excavating


FUTURE PARKING
8 TRUCK PARKING SPACES
12 COVERED TRUCK PARKING SPACES
FUTURE PARKING
10' UTILITY ESMT.
16' U/W Esmt.
8" U/W Esmt.
FUTURE DOCKS
CONC.
LOT 1 BLOCK A 11.08 ACRES
PROPOSED BUILDING
FUTURE BUILDING
182'
152'
188'
326'
110'
180'
50'
40' Exist. R/W
BURLINGAME ROAD
Lot 1, Block A, Southwest Burlingame
Lot 1, Crumsey Subdivision
SCALE IN FEET
50
0
50
100



EAST ELEVATION - LOOKING WEST
(SW BURLINGAME ROAD ELEVATION)



NORTH ELEVATION - LOOKING SOUTH

Strathman Sales Company

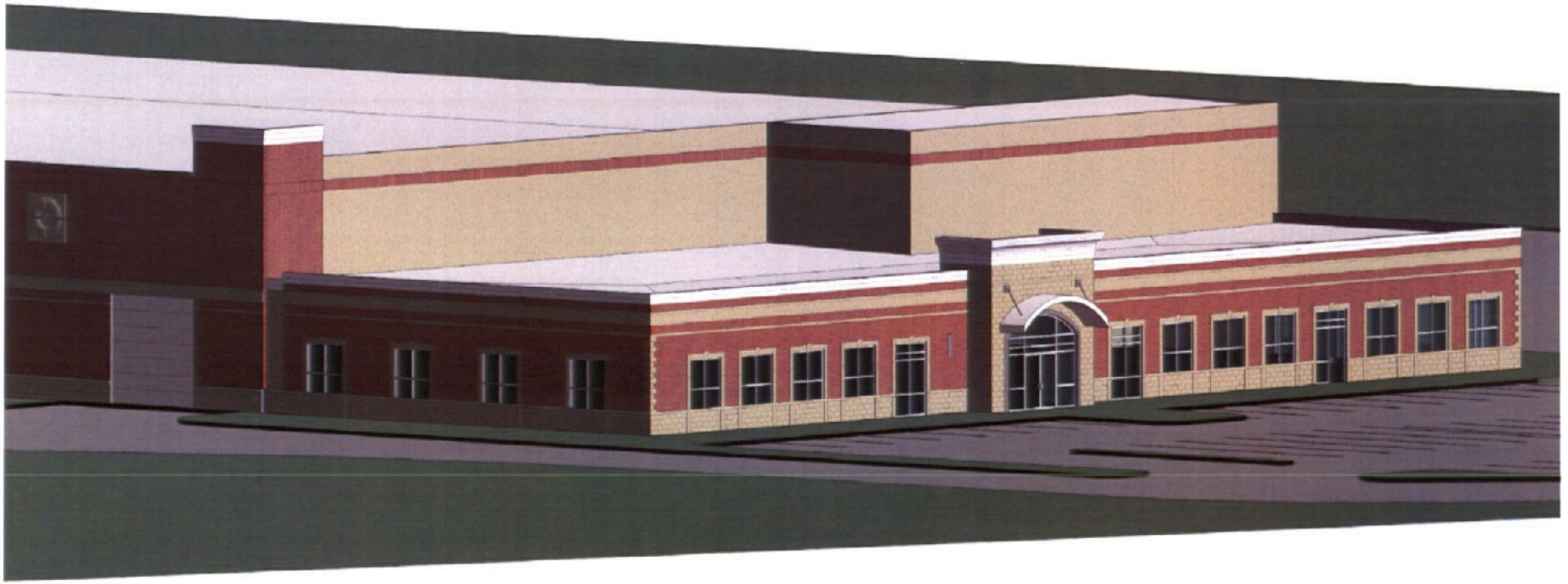
SP5541 - 11.07.2011

CONCEPTUAL RENDERING
NOT FOR CONSTRUCTION

ARCO National Construction Company, Inc. BEVERAGE GROUP

GMA ARCHITECTS INC

Attachment number 8 \nPage 1



NORTHEAST CORNER - LOOKING SOUTHWEST

Strathman Sales Company

SP5541 - 11.07.2011

CONCEPTUAL RENDERING
NOT FOR CONSTRUCTION

ARCO National Construction Company, Inc. BEVERAGE GROUP

GMA ARCHITECTS, INC

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Daniel R. Stanley, Interim City Manager amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), by providing for certain changes in zoning on property located on the west side of SW Burlingame Road, approximately 700 feet south of SW 42nd Street, from "R-1" Single Family Dwelling District **TO** "I-1" Light Industrial District. **(Z11/28) (Council District No. 5)**

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

Section 1. That the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), be and the same is hereby amended, by reclassifying the follow described property:

A tract of land in the Southeast Quarter of Section 23, Township 12 South, Range 15 East of the 6th P.M., in Shawnee County, Kansas described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 23; thence on an assumed bearing of North 01 degrees 33 minutes 00 seconds west along the East line of said Southeast Quarter a distance of 1098.58 feet; thence South 88 degrees 27 minutes 00 seconds West a distance of 209.48 feet to the West line of Southwest Burlingame Road and the Point of Beginning; thence North 77 degrees 17 minutes 30 seconds West a distance of 135.79 feet; thence North 46 degrees 54 minutes 11 seconds West a distance of 134.12 feet; thence North 58 degrees 01 minutes 07 minutes West a distance of 465.01 feet; thence North 02 degrees 07 minutes 25 seconds West a distance of 488.03 feet; thence North 87 degrees 52 minutes 35 seconds East a distance of 625.01 feet; thence South 02 degrees 07 minutes 25 seconds East a distance of 99.00 feet; thence North 87 degrees 05 minutes 49 seconds East a distance of 131.72 feet to the West line of said Southwest Burlingame road; thence South 11 degrees 01 minutes 34 seconds West along said West line a distance of 313.19 feet; thence south 03 degrees 40 minutes 13 seconds West along said West line a distance of 254.63 feet; thence South 12 degrees 42 minutes 29 seconds West along said West line a distance of 100.00 feet; thence south 77 degrees 17 minutes 31 seconds East along said West line a distance of 9.79 feet; thence South 12 degrees 42 minutes 30 seconds West along said West line a distance of 128.32 feet to the point of beginning.

Said tract of land contains 11.08 acres of land more or less.

from "R-1" Single Family Dwelling District **TO** "I-1" Light Industrial District.

Section 2. This Ordinance Number shall be fixed upon the "District Map".

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby 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.

PASSED AND APPROVED by the Governing Body of the City of Topeka, _____, 2011.

_____
William W. Bunten, Mayor

ATTEST:

_____
Brenda Younger, City Clerk

To Be Codified _____
Not To Be Codified ___X___

Minutes of the
Topeka Planning Commission
Monday, November 21, 2011 @ 6pm

Kevin Beck left the room.

Z11/28 by Herrman's Excavating, Inc. requesting to amend the District Zoning Classification from "R-1" Single Family Dwelling District **TO** "I-1" Light Industrial District on property located on the west side of SW Burlingame Road approximately 700 feet south of SW 42nd Street. **(Hoover)**

Stratham Subdivision development – Bill Hoover summarized both the zoning and subdivision proposals together. Discussion is listed together but votes are separate.

Discussion by members:
Mike Lackey asked if the subdivision is approved and it is suggested they apply for a PUD they will have to come back again for a public hearing on the PUD. Mr. Hoover said that is correct.

Dennis Haugh asked where the access point is off of Burlingame for Lot 2? Mr. Hoover replied about 55 feet south of the common property line between Lot 1 and Lot 2.

Proponents:
Kevin Holland, Cook, Flatt & Strobel Engineers spoke in favor of the proposal. He introduced other team members in the audience available for questions. Matt Strathman- Strathman Sales, Mike Morse-KS Commercial Realtors and David Herrman-property owner. Mr. Holland said the proposal is for a Strathman Sales distribution center. The plan is to put a 55,000 square foot building on the site. He stated there is a natural buffer to the south that is the flood zone and cannot be developed on. Mr. Holland said only 11 acres will be developed. He said this is the only parcel that is large enough for what they want to do. He said we looked at the property across the street but it wasn't large enough. Mr. Holland said the current Strathman distribution center is very well maintained. This is a $5 million dollar investment by a locally growing company. The zoning fits the area and goes well with other businesses in the area. Mr. Holland stated this will not generate much traffic. There are eight distribution trucks running per day. He said staff did a good job giving the history of the property. He said this type of rezoning has been denied before but previous rezoning included much more land than this one. We simply want to use the 11 acres for light industrial. The remainder of the land will remain agricultural use, which will be a good buffer to the property to the south.

Dennis Haugh asked how many delivery trucks come into the distribution center per day? **Matt Strathman**, Strathman Sales, replied three or four in bound delivery trucks per day.

Mr. Holland said the 30 foot setback requirement won't be a major issue. It will help us to blend in with any other use that may go in across the street.

Junie Ewing asked if the applicant would agree to put in a berm in the 30 foot setback to help buffer? Mr. Strathman said he isn't against looking at that but the building is really nice and he doesn't want to hide it. Mr. Holland reiterated it is a beautiful building and it will fit the area. It will be a show piece and the neighbors will be proud once it is built.

Peter Hancock asked what type of signage will be used. Mr. Strathman said he would like to put Strathman Sales and Budweiser on the building for identification. This building won't be a destination so all that is needed is a building identifier. Mr. Hancock asked staff what size of sign is allowed in the I-1 District? David Thurbon replied 300 square feet of signage, 55 feet tall.

Mr. Holland said Lot 2 is fully in the flood plain.

Mr. Haugh said the preliminary plat and site plan show quite a bit of grade change. What will floor level be relative to the street? Mr. Holland said we want to keep it relatively flat because of parking in the back. From the road it will be flat or a little lower. There will be no infill.

Brett Klausman asked if a PUD was looked at? Mr. Holland said it was discussed but light industrial fits the area. There is a gas station, athletic fields, Martin Tractor, Bimbo Bakery, Target and Home Depot. All of these businesses utilize Burlingame Road.

Mike Lackey asked what the advantage is having the straight zoning instead of the PUD? Mr. Holland said the PUD will state specifically what uses can be on the property long term. We are coming in with a great business and saying here is what the land use will be. We aren't looking to do any other use on the property. The zone change meets what we are trying to do on the property. They want to break ground as soon as possible. When planning staff asked for a PUD it would stall construction at least two months. Mr. Strathman said he thought light industrial is what was needed. He said he doesn't really understand the whole procedure but we need to keep moving so not to delay.

Mr. Lackey said the only difference he sees is signage. He asked Mr. Strathman if he would be willing to restrict the size of sign? Mr. Strathman replied yes. He added he is not sure what size the sign will be but it will be proportionate to the building size.

Opponents:

Carl Wheeler, Central Church of Christ member, spoke in opposition to the proposal. He said the church purchased the property across the street due to expansion of the church. He said the property across from the future church site was zoned residential and we were hoping it would be developed as residential. He said putting a distribution center there without restrictions of a PUD would create an esthetic contrast in the neighborhood. We are planning to build a $4 to $5 million dollar church building in the future. He said there are a lot of young people in our congregation. Don't wont industrial uses across the street. This is in close proximity to the Sports Zone which also has many young people utilizing their business. Mr. Wheeler said if this is zoned light industrial and Strathman doesn't locate on the property there are many other uses that could go in that aren't safe or esthetically pleasing to the area. He said a PUD would provide additional landscaping and make it look more like an office park. That would be better for our church.

Scott Gales asked Mr. Wheeler if he would be in favor of the proposal if it was in a PUD rather than zoned light industrial? Mr. Wheeler replied, obviously it would be much more pleasing.

Rich Beardmore asked Mr. Wheeler if he had seen a rendering of the building? Mr. Wheeler replied, no. Mr. Beardmore asked if the church has an issue with the gas station to the north? Mr. Wheeler said it is far enough north the interchange buffers it. It is just a refueling station there are no employees there. Mr. Beardmore asked if truck traffic is a problem? Mr. Wheeler replied no, truck traffic doesn't really bother us because it is far enough north.

Mr. Hancock asked if the church owns the property shown on the map with the horseshoe drive? Mr. Wheeler replied yes, we may use the house on the property for church offices.

Steve Tallon, member of the church and on the building committee, showed the plat map of the church property. He stated the church is trying to figure out what they want and what can be spent. There is a house on the north end of the plat. He said the church has looked everywhere for a new church location and this was an ideal location for our parishioners. Access to highways is a plus. We are buffered well by 75 Highway from industrial. He said he doesn't think an alcohol distribution center goes well across the street from a church.

Gary Souder, member of the church, spoke in opposition to the proposal. He said we are willing to go along with a PUD for the site. Budweiser buildings are usually well identified. The building looks like a great structure but we would like to have PUD for buffering and landscaping.

Mr. Klausman asked besides limiting setbacks what would a PUD do? Mr. Hoover said the plat requires a 20 foot street buffer. Landscaping would be required no matter the zoning. The zoning regulations allow the planning director to emphasize landscaping along roadways and residential areas in a PUD. If there were a PUD site plan it would show all the landscaping and buffering as well as screening for trucks. They already plan to have large trucks in the rear of the site. In a PUD that would be a guarantee. If zoned light industrial they could change it or it could get sold to another entity which could have any use allowed in the light industrial district. Mr. Thurbon said the biggest advantage of a PUD is to control uses. Light industrial zoning allows for almost anything with no restrictions on outdoor storage.

Mr. Lackey stated this is a local business man and he said what he is doing. Mr. Thurbon said he realizes that but the zoning goes with the land not to a person.

Mr. Beardmore asked if the distribution center is open on weekends? Mr. Strathman replied not on Sunday. Our trucks don't run on Saturdays but we do receive deliveries. The docks are in the back of the building.

Mr. Holland said setbacks have been put into question. We are offering a 30 foot setback on the plat to make the property owners across the street happy. Mr. Haugh said the site plan shows 185 feet from the street centerline. Mr. Holland said that is true but this is still in the planning stages. That is the reason we aren't hesitant to offer the 30 foot setback because we won't be anywhere close to that.

Mr. Gales asked what is the maximum for you before you think about expansion? Mr. Strathman replied probably double the distributing we do now. He added we are planning this to be big enough for 10 plus years. The size of our building is more reflective of the number of products we carry. Mr. Gales asked if the trucks go out in the morning and return in the evening? Mr. Strathman said the product is presold one day and delivered the next day. Yes, the trucks go out full and return empty. He said as far as truck traffic, we are pretty efficient.

Ms. Ewing asked if it is possible to write into the deed if ownership changed hands zoning would have to be reviewed again. Mr. Thurbon said state law doesn't allow it.

Mr. Hancock said you agree to annexation of Lot 2. Why not do it all at the same time? Mr. Holland said we would not be opposed. We aren't looking to rezone the portion that is in the flood

plain. Mr. Hancock said it is standard practice in other cities to annex at the same time as platting/re-zoning. He said he is looking for this process to be more streamlined. Let's get it out of the way. That way if the property changes hands it won't be a surprise to the next property owner. Mr. Hancock said this won't add a lot of tax base. Mr. Thurbon agreed because agricultural properties don't bring in much revenue. Mr. Thurbon said he assumes annexation action will be taken fairly soon because it is adjacent to the city limits. Mr. Lackey asked if the annexation would delay their progress? Mr. Thurbon replied, yes, because it is a separate action. Mr. Holland stated the property owner agrees to annexation of the parcel but they want to get ground broke on Lot 1.

Mr. Beardmore asked if this development would replace the current Strathman facility? Mr. Strathman replied yes.

Mr. Gales asked if flood zone AE is developable. Mr. Thurbon replied it is but you have to raise elevation and show you aren't going to add to the flood flow. Mr. Gales said they will still have to show flow, etc. which makes it cost prohibited.

Mr. Lackey said he is inclined to support the I-1 zoning. It works for what he wants to do. He said he travels the area and sees a lot of truck traffic. They will not add much more truck traffic to the existing.

Mr. Haugh said he thinks the facility will be fine but we are rezoning the property not the building. There are no guarantees what is going to be there.

Mr. Beardmore said esthetics are not an issue. If there is problem across the street they can do their own buffering. Truck traffic isn't an issue. Taxes stay in the city. Mr. Lackey added the gas station is zoned I-1.

Brett Klausman moved approval of the I-1 Light Industrial Zoning, seconded by Richard Beardmore. **APPROVAL. (6-2-0)** Commissioners Hancock and Haugh voted no.

DRAFT

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 7, 2011

Back Print

DATE:	**December 20, 2011**		
CONTACT PERSON:	**David Thurbon, Planning Director/Tim Paris, Planner II**	**DOCUMENT #:**	**HL11-02**
SECOND PARTY/SUBJECT:	**Kansas State Nurses Association**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**014 Ordinances – Non-Codified / 007 Zoning**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:	**12-06-11 First Reading.**	**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, designating real property more specifically described herein as an historic landmark and presently zoned "O&I-2" Office and Institutional District and located at 1109 S. Topeka Boulevard in the City of Topeka, Kansas, pursuant to City of Topeka Code Section 80-4. Final Reading. *(HL11/02) (Council District No. 1)*

(Approval would add historic landmark overlay zoning to the property located at 1109 S. Topeka Blvd.)

POLICY ISSUE:

Approval of the request would reinforce the goals and policy objectives of the Neighborhood Element of the Comprehensive Plan, the Holliday Park Neighborhood Land Use Plan, and the Topeka-Shawnee County Historic Preservation Plan.

STAFF RECOMMENDATION:

The Planning Commission recommended this proposal be **APPROVED** by a vote of **9-0-0** at their November 21, 2011 meeting as referenced in the attached minutes. The Topeka Landmarks Commission considered this proposal on October 13, 2011, and recommended that it be **APPROVED** by a vote of **5-0-0**. Planning Department Staff recommended that this item be **APPROVED**.

BACKGROUND:

- See attached staff report
- City Council Options:

- **Adopt** the recommendation of the Planning Commission by Ordinance;
- **Override** the Planning Commission's recommendation by a two-thirds majority vote (6 votes) of the City Council membership; or
- **Return** such recommendation to the Planning Commission with a statement specifying the basis for the City Council's failure to approve or disapprove.

@import url(http://topeka.novusagenda.com/CuteSoft_Client/CuteEditor/Load.ashx?type=style&file=SyntaxHighlighter.css);

BUDGETARY IMPACT:

N/A

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

Staff Report

Photos

Application

Aerial

Landmarks Commission Minutes

Legal Ad

Vicinity Map

Planning Commission Minutes

Ordinance

November 21, 2011
Agenda Item E.1

Presented to the Topeka Landmarks Commission: October 13, 2011

HISTORIC LANDMARKS REPORT

TOPEKA PLANNING DEPARTMENT

CASE NO: HL11-02 **by: Kansas State Nurses Association**

PROPOSAL: Requesting to amend the District Zoning Classification by granting the "HL" Historic Landmark Overlay District to property currently zoned "O&I-2" Office and Institutional District and located at 1109 S. Topeka Blvd. in the City of Topeka, Kansas.

HISTORICAL SIGNIFICANCE: The home at 1109 S. Topeka Blvd was built in 1910, and was first occupied by William T. Crosby, a pioneer Topeka merchant who co-founded the Crosby Brothers Department Store, which stood in downtown Topeka from 1880 until 1975. This home was constructed in the Queen Anne style of architecture, and is constructed with a full brick exterior, and adorned oak woodwork on the interior. The home has been maintained in near original condition throughout its history.

The property is being nominated for Historic Landmark designation according to three of the five qualifying criteria:

1. The property is associated with a significant person or group of persons in the history of the city, county, state, or nation.
2. The property embodies distinctive characteristics of a type, period, or method of construction; represents the work of a master builder or architect; possesses high artistic values; or represents a distinguishable entity whose components may lack individual distinction.
3. The property possesses integrity of location, design setting, materials, and workmanship.

In addition, this property has recently been added to the Register of Historic Kansas Places and the National Register of Historic Places. Accompanying this report is information from the National Register of Historic Places Registration Form, possessing further details of William Crosby, the home, and the historical setting of this property with respect to its location adjacent to our current downtown area.

The property is presently owned by the Kansas State Nurses Association for its use as its State Headquarters and office. No change in use is proposed with this request for Historic Landmark designation.

STAFF SUMMARY: The applicant seeks authorization to designate the property located at 1109 S. Topeka Blvd. as a local historic landmark. Local landmark designation is strictly voluntary and requires the recipient to maintain their property in accordance with certain historic standards and prevent them from deteriorating. This designation does not impose any restrictions or limitations on adjoining properties. Principally, landmark designation is a matter of pride to the property owner and demonstrates a commitment to historic preservation.

The applicant has sufficiently satisfied the requirements of the landmark designation process as set out by City of Topeka Ordinance No. 18420.

RECOMENDATION: The Topeka Landmarks Commission considered this proposal at their October 13, 2011 meeting. At that time, the Commission recommended **APPROVAL** of the proposal by a vote of 5-0-0.

Therefore, the Planning Staff Recommends **APPROVAL** of this proposal.

Prepared by: Tim Paris
Planner II

















HL 11/2

NOMINATION FOR HISTORIC LANDMARK DESIGNATION
INDIVIDUAL PROPERTY APPLICATION FORM

I (We) hereby nominate the following described property to become designated as HISTORIC LANDMARK, as established by City of Topeka Ordinance No. 18420 on April 19, 2005.

William T. and Delora Crosby House (Mansion)

1. Location / Address: 1109 Topeka Blvd, Topeka, KS
2. Property Legal Description: Lots 367, 369, and 371 on Topeka Blvd. in the City of Topeka, Shawnee County, Kansas
3. Owner(s): Kansas State Nurses Association
4. Address of Owner (if different): contact Sandra Watchous - President-elect PO Box 293 Hays, KS 67601
5. Telephone number for Owner: 785/623-9755 (Daytime) same (Evening)
6. Real Estate Tax Identification Number: 1093103019005000
7. a. Approximate date of (original) construction: 1910

   b. Approximate date(s) of major alterations, if known: 1950's vault was added
8. Builder and/or architect, if known: David P Scott / Frank Squires
9. Architectural Style: Beaux Arts - Late 19th & 20th Century Revivals Italian Renaissance
10. Primary building materials: Brick Clay tile roof
11. Comments: Part of the information prepared for the State & national register is attached.

12. In the designation of buildings, structures and objects as historic landmarks, certain criteria must be met. The property normally must be 50 or more years old. In addition, the historic resources must meet one or more of the following criteria.

Please indicate the category under which you are submitting this property for designation. (Check all that apply.)

A. Property is fifty (50) years old or older, and meets one or more of the following criteria:

_____ a. Property is associated with events that have made a significant contribution to the broad pattern of history of the city, county, state, or nation.

_X_ b. Property is associated with a significant person or group of persons in the history of the city, county, state, or nation.

_X_ c. Embodies distinctive characteristics of a type, period or method of construction; represents the work of a master builder/architect; possesses high artistic values; or represents a distinguishable entity whose components may lack individual distinction.

_____ d. Yields or is likely to yield information important in prehistory or history.

_X_ e. Possesses integrity of location, design setting, materials and workmanship.

B. Properties lass than fifty (50) years old may be eligible provided that they are of extreme historical significance. All other criteria listed above also apply.

_____ If your nomination is based upon this provision, please check at left and attach supporting information.

13. Attach to this nomination inventory form the following supportive documents:

A. Copy of the last deed filed for record in the office of the Register of Deeds of Shawnee County, Kansas.
B. Photographs, at least one each of the front, rear, and each side.
C. Additional information to describe historical significance (optional).

DECLARATION

I (We), the owner(s) of the property described herein request that the Topeka Landmarks Commission designate the above described property to be a parcel within a historic district as established by ordinance.

OWNER		OWNER	
Signature:	Pat Plank	Signature:	
Print Name:	Pat Plank	Print Name:	
Date:	9-10-11	Date:	

RETURN THIS FORM AND REQUESTED SUPPORTIVE DOCUMENTATION TO:

Topeka Planning Department
Landmarks Commission
620 SE Madison Street, 3rd Floor
Topeka, KS 66607-1118

QUESTIONS? **Call: (785) 368-3728 Fax: (785) 368-2535**

Summary Paragraph

The William T. Crosby House is located at 1109 SW Topeka Boulevard, a major north/south thoroughfare in the capital city of Topeka, Kansas (population 127,473). Just a block west of the Kansas Statehouse, the Crosby House was historically surrounded by other late nineteenth and early twentieth-century mansions. Because of its proximity to the central business district and state government offices, the area has evolved over time. By 1950, many of the larger single-family homes had been converted to boarding houses and offices. Eventually, office buildings, like the sprawling Blue Cross Blue Shield of Kansas headquarters on the adjacent property to the south, encroached on the neighborhood. The surviving mansions include the home of U. S. Vice President Charles Curtis (ca. 1878, NRHP) to the north and the Dillon House (1913, NRHP) to the east. The Crosby House is a two-story Beaux Arts house with cubed massing and hipped roof reminiscent of an early twentieth-century Foursquare. Significant features include blond field brick, ionic columns, stone and terra-cotta details, and a red clay-tile roof interrupted with hipped dormers. The nominated property includes an original garage, whose overall design and materials reflect that of the house.

Narrative Description

House Exterior

East (Front) Elevation

The Crosby House faces east toward Topeka Boulevard, formerly known as Topeka Avenue. Among the prominent features on the home's front is a one-story porch, which extends past the home's north and south elevations. The porch is supported by four brick piers, on the northeast, northwest, southeast and southwest corners. The brick piers have terra-cotta details, including medallions and corbels. Between these piers are ionic columns. There are two columns on each of the north and south sides of the porch. There are eight on the east end – a single column on the south, three pairs of columns in the middle, and a single column on the north. The columns are supported by a continuous brick railing with limestone capstones and arched openings with stone sills. Above each column, in the dentilled entablature of the porch's flat roof, is a terra-cotta corbel/bracket. The columns divide the porch into four bays. The porch is accessible via three stairs – the main one on the third bay with stone cheek walls and a wrought-iron railing, one off the west opening on the porch's north end, and a third off the west opening on the porch's south end. The porch floor is red tile. The porch ceiling is pressed metal.

Unlike the upper level of the façade, the lower level is asymmetrical. On the south end is a three-part Chicago-Style window. Like other windows, this window has decorative pilasters, a stone sill, brick lintel and surround, and terra-cotta keystone. The upper sashes, which are smaller than the lower sashes, have leaded glass. North of the Chicago-Style window is the home's elaborate main entrance. The entrance bay, which projects from the façade, is framed by stonework, including a dentilled pediment with corbels. The opening houses a centered entrance, flanked by sidelights. The door and sidelights have unpainted wood panels under leaded glazing. On the north end of the east elevation is a canted window bay. There are three window openings, each with a decorative stone sill, brick lintels and surrounds, and terra-cotta keystone. The upper sashes, which are smaller than the lower sashes, have leaded glass.

The upper façade is symmetrical. In the center is a terra-cotta medallion flanked on each side by a window opening. The windows have prominent dentilled hood moulds with corbels. Like many other of the home's windows, these have smaller upper sashes with leaded glass. Above the windows is corbelled brick, a dentilled cornice under wide eaves supported by terra-cotta brackets. Above the eave, projecting from the hipped roof, is a hipped dormer with three-part window.

West (Rear) Elevation

The west side of the building is complex. The principal mass is L-shaped, with a two-story bay projecting from the north end of the cubed mass. From this bay projects a two-story porch addition. On the south end of the west elevation is a one-story vault mass that dates to the ca. 1950s. On the lower level of the

porch bay houses two doors, a door on the north that opens to a basement stair and a second door that opens to the service area on the first floor. There is a single 1/1 window in the clapboard-clad upper level. There are no openings on the west elevation of the vault addition. A steel fire escape rises north to south from the rear parking area to the roof of the vault addition. On the second floor, a fire escape allows for exit from a door on the east end of the south wall of the clapboard porch; there is also a window on the west end of this wall. A second fire escape extends west from the third-floor dormer to the roof of the vault addition. This dormer was modified historically to provide an entrance/exit to third-floor living space. There are three window openings on the west elevation of the main mass and projecting bay.

South (Side) Elevation

The south elevation is divided into two principal masses, the main mass on the east and the one-story vault addition (ca. 1950s) to the west. Like that of the north elevation, the design of the south elevation is irregular. On the west end of the first floor is a projecting bay window with shed roof. The bay, which is supported with brackets, houses five leaded-glass windows with transoms – three in the center of the bay flanked on each side with a single window. Above the projecting bay window are two matching 1/1 windows. To the east, on the upper level, is a clerestory window. Farther east, there are windows on the upper and lower levels. An integrated chimney projects from the east half of the south elevation. The chimney is flanked by four-part leaded-glass windows on the lower level and 1/1 windows on the upper level. A hipped dormer with three-part window projects from the roof at the center of the main mass.

North (Side) Elevation

The north elevation is divided into three main parts: the main mass on the east, the projecting bay in the center, and the porch on the west. The first part has an irregular design. Above the porch is a multi-pane wide window with stone sill and terra-cotta keystone. In the next bay, there are two windows, one on each floor. The lower-level window is a leaded-glass casement with leaded-glass transom. The upper-story window has a smaller leaded-glass sash above a larger lower sash. West of this bay is a brick and stone buttress. To the west, on the lower level is a door and small window. Above is a leaded-glass casement window with leaded-glass transom. Centered in the main mass is a hipped dormer with three-part window. The projecting bay has two evenly spaced 1/1 windows on each level. To the west is the porch bay. It has a small window on the east end of its first level and a single centered 1/1 window in its wood-clapboard porch above.

House Interior

General

The interior of the Crosby House retains a high degree of architectural integrity. Extant character-defining features include plaster walls, hard-wood floors, wood window and door trim (both painted and exposed), built-in cabinets and bookcases, fireplaces, leaded glass, radiators, chandeliers and sconces, and bathroom fixtures. In addition, the basement, which lacks finished space, retains the home's original boilers and wash sinks.

First Floor

The first floor is accessible via an entrance on each of the home's elevations. The main entrance, on the east elevation, opens to a small vestibule with a second entrance, with centered door flanked by sidelights, which matches the main entrance. The main entrance opens to the reception hall that measures 15' X 30'. There is a seating alcove nestled in the three-part canted window bay in the northeast corner of the reception hall. An open stair rises from east to west along the north end of the reception hall. The alcove is lit by two crystal sconces, which flank the window bay. From a landing, the stair rises east to west to the second floor along the north wall of the reception hall. A door on the west end of the reception hall opens to a rear hall. There are two openings on the south wall of the reception hall, one that opens to the living room and another that opens to the dining room. There is a radiator on the east side of the south wall of the reception hall. Under the stair is a small restroom. A door on the west end of the north wall, nestled under the stair, is an exterior entrance. The finishes in the entrance

hall, according to a historic description of the home, are "white enamel and mahogany." A crystal chandelier hangs from the center of the reception hall. An original sconce hangs on the north end of the west wall, in the exterior entrance niche.

The living room, which occupies the southeast corner of the first floor, measures 17' X 26'. The living room is accessible via an entrance on the east end of the reception hall's south wall. The entrance is a wood door with leaded glass flanked on each side by two leaded-glass windows over wood panels. The south wall of the living room has a centered mantel and fireplace flanked by built-in wood bookcases, detailed with ionic fluted columns with faux entablatures, carvings in a wreaths and torch pattern flanking the mirror. The fireplace has a green ceramic tile surround and apron. Above the bookcases are leaded-glass casement windows. On the east wall is a three-part Chicago-Style window with leaded glass transoms. On the west wall is a "colonial archway" According to a historic description, the finishes in the living room, including casework, baseboards and crown molding, are mahogany. The floors are quarter-sawn oak with a Greek-key patterned parquet border. All but the border is covered with carpet. The room is lit with flush-mounted fluorescent fixtures.

The dining room, which occupies the original southwest corner of the first floor, measures 17' X 20'. The room is accessible via leaded-glass French doors with sidelights and fanlight on the west wall of the living room and east wall of dining room. The south wall of the dining room has a canted five-part window bay with wood sill. The west wall has an opening that houses a vault door. The dining room's north wall has three openings: a closet door and kitchen door on the west and a leaded-glass door to the reception hall on the east. Finishes, which include casework, baseboards and crown molding, are mahogany. The floors are quarter-sawn oak covered with carpet. The room is lit with flush-mounted fluorescent fixtures.

West of the dining room is a vault addition that was constructed by the Order of the Eastern Star in the 1950s. The vault is a rectangular room with linoleum floors and 1950s flush-mounted fluorescent light fixtures.

A door on the south end of the west wall of the reception hall opens to a rear service hall. A door to the north opens to the enclosed rear stair, which features exposed wood trim and turned rails. West of the service stair is a narrow corridor. On the west wall of the corridor, one on the north end and another on the south, are two doors that open to the kitchen.

A large kitchen occupies the house's northwest corner. The kitchen is divided into two spaces by an island of cabinets that juts eastward from the west wall. The south wall of the kitchen has two doors that open to the dining room. There is a wall of cabinets and drawers on the south end of the west wall. There are two doors on the north end of the west wall, an exterior door with transom and restroom door. There are also cabinets on the east wall, between the two kitchen doors and north of the northernmost door. The window on the north wall is surrounded by cabinets and drawers. The kitchen ceilings are suspended acoustical tile. The floors are hard maple covered with carpet.

Second Floor

The second floor is accessible via the grand open stair that rises east to west then north to south from the reception hall as well as via the service stair in the back hall. An original flush-mounted crystal light fixture lights the main stair from the second floor. A large open sitting room occupies the northeast corner of the second floor. The sitting room is subdivided from the stair hall by a large arched cased opening. This room is lit by an original crystal pendant light. There is a window bench on the north wall of the sitting room, a window on the east wall, and a mirrored closet door on the south wall. In the stair hall, just west of the arched opening, is a large built-in bookcase with leaded-glass doors. The second-floor corridor is lit with an original flush-mounted fixture.

A corridor south of the stair hall opens to two large "sleeping apartments" on the south side of the second floor: one on the southeast corner and another on the southwest corner. The larger east bedroom appears to have been the master bedroom. There is a single window on the east wall, two windows flanking a decorative fireplace on the south wall, two doors on the west wall, and two doors on the north wall. The doors on the west wall open to a bathroom and closet. The doors on the north open to the stair

hall and a second closet. There are exposed hard-wood floors and original doors in this room. The fireplace on the south wall coordinates with that in the first-floor living room. It is mahogany with a yellow ceramic tile surround and apron, swag carving and mirror above. Other finishes, including colonial revival light fixtures and non-historic wall vinyl date to the period in which the building was occupied by the Order of the Eastern Star. The bathroom off the southwest corner of the bedroom has its original hexagonal tile floors, subway tile wainscoting and original tub, sink and toilet. This bathroom is also accessible via a small hall off the main second-floor corridor.

The west bedroom is smaller than the master bedroom. The north wall has a corridor door on the east and bathroom door on the west. The east wall has a closet door on the north. The south wall has two windows. The west wall has a single window. Like the master bathroom, the back bathroom has doors that open to both the hall and the adjacent bedroom, although the bedroom door has been infilled on the bathroom side. It appears that a third doorway opened to the service stair. The bathroom has its original hexagonal tile floors, subway tile wainscoting, sink, and tub. The toilet is new. The ceiling is suspended acoustical tile.

A door on the north side of the hall, just east of the back bathroom, opens to the enclosed service stair. A door on the west wall of the service stair opens to a servant's quarters, which includes a small bedroom, bath and closet. The west end of this space is an enclosed sleeping porch. A door on the south side of the sleeping porch opens onto the roof of the vault addition.

Third Floor/Attic

The third floor, which is accessible via the rear stair, is divided by a fiberboard partition wall into two main spaces. The floors are exposed hardwood. On the west end are two small rooms, a kitchen on the south and bathroom on the north. Just inside the kitchen, on the south wall, is a door that leads to a closet. The galley kitchen has a door on its west wall that opens to the roof of the 1950s addition below and a fire escape. Mr. Crosby used the third-floor as a billiards room.

Garage

The garage was built at the same time as the house, at a cost of $1,000, more than the cost of many homes built at the time. Like the house, the garage has a blond brick exterior with shallow-hipped roof with dormers on each side. The cubed building has a historic wood-framed addition with shallow hipped roof on its south side. There are two garage-door openings on the front/east side. The one in the wood-framed addition houses a pair of hinged doors. The other, which is centered on the front of the original brick building, houses a pair of wood-paneled sliding doors. The south elevation of the wood clapboard addition has a single double-hung window. The west elevation has two single double-hung windows. The north elevation has a three-part Chicago-Style window. All windows, including the multi-pane windows in the hipped dormers, are historic. The eaves and wood-framed addition have been covered with artificial siding. According to the *Topeka State Journal* account, the original garage roof was "metallic," likely pressed-metal scallops or pan tiles. Today, the garage has a red composition roof.

The first floor of the main garage has a concrete floor, unpainted wood wainscoted ceiling, and exposed wood trim. Woodwork includes a work bench with drawers and cabinets on the north side. The wood addition is finished with unpainted boxcar siding on the walls and wainscoting on the ceiling. The second floor of the garage, accessible via an exposed wood stair that rises from the building's northeast corner, is finished in what appears to have been a small apartment. The floors are exposed hardwood. The woodwork and trim is unpainted. The walls and ceilings are plastered.

William T. Crosby and the Crosby Brothers

William T. Crosby, the first child of William Crosby and Frances Hollingsworth, was born in Mansfield, Louisiana on December 20, 1852. In 1870, Crosby moved to Hartford, Connecticut where he lived with his uncle while attending high school. [1] After finishing his education, William worked as an apprentice for New Orleans' Pete, Yale and Boling Dry Goods firm, "one of the largest wholesale merchandising firms in

[1] Walter M. Markley, *Builders of Topeka* (Topeka: Capper Printing Co., 1934), 67. Crosby's father was from Vermont.

the South."[2] For eight years, Crosby toiled as a traveling salesman through what was then "frontier country where banks, railroads and the like were unknown."[3] During this time William's brother, Erastus H. Crosby, worked as a clerk at a dry goods firm in St. Louis.[4]

In 1880, with $10,000 borrowed from their uncle, twenty-eight-year-old William Crosby and his twenty-four-year-old brother Erastus joined forces to establish what would become Kansas's largest department store. After scouting in several Kansas towns, the brothers decided to buy out the stock of the Bartholomew Dry Goods in Topeka. They opened their new store, Crosby Brothers, in the 700 Block of Kansas Avenue on August 1, 1880.[5] The two brothers settled in Topeka and married; Erastus married Helen Dieckriede of St. Louis on November 11, 1880 and William married Miss Delora Kleinhaus of Grantville on November 3, 1883.[6]

For years, the Crosbys out-worked the competition. They did not subscribe to regular business hours. "If we had a customer, it made no difference if it was 11 or 12 o'clock midnight," said Erastus, "we'd keep the shop open." After long days of selling goods, washing windows and sweeping sidewalks, the Crosbys often soothed their aching feet by walking home barefoot. Other nights, they would sleep on the store's sales counters. During the economic crisis of the 1890s, when many businesses nationwide were folding, the Crosbys continued to expand. In 1893 or 1895 (sources vary), they bought the stock and building of the Stevenson and Peckman store at 717-719 Kansas Avenue and expanded their store to one hundred feet wide, "three floors and a basement" with a total floor space of about three and a half acres.[7] When electricity reached downtown, the Crosbys were the first to install electric lights in their display windows.[8] Despite his long hours, William Crosby found time to participate in civic and fraternal organizations, including the Old Topeka Club and Elks Club. Although William and his wife Delora had no children of their own, they contributed to the education of their nieces and nephews.

Through the years, William and Erastus Crosby remained not only successful business partners, but also very close friends. Early on, the brothers and their families lived next door to each other at 901 and 905 Harrison, around the corner from editor and future Senator Arthur Capper.[9] In 1910, in an act culminating thirty years of hard work, both brothers embarked on the construction of new homes. In about 1910, Erastus built a new home at the location of the brothers' homes on Harrison. William chose to build his grand home next door to his friend and contemporary Charles Curtis, who later served as the Vice President of the United States. The new homes would come to symbolize their economic status and serve as venues for hosting their illustrious guests.[10]

William Crosby was president of the Crosby Brothers Store until his death on April 22, 1922.[11] On the day of his funeral, "practically all stores on Kansas Avenue" were closed. From the time of his brother's death until his own death in 1935, Erastus managed the store. Crosby Brothers Department Store closed in 1975.

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[2] ibid
[3] "Funeral is Today: William T. Crosby to be Buried from Grace Cathedral...," *Topeka State Journal*, 24 April 1922.
[4] 1880 US Census.
[5] "50 Years Ago Crosby Boys Cast Lot with Topeka," *Topeka Daily Capital*, 27 September 1930; George Mack, "Topeka's Worthy Matron," *Topeka Capital-Journal*, January 1978, Kansas Nurses Association clippings file.
[6] ibid
[7] William E. Connelley, *A Standard History of Kansas* (Chicago: Lewis Publishing Company. 1918); *Builders of Topeka*, 66.
[8] "Erastus Hollingsworth Crosby," *Topeka State Journal*, 8 March 1935.
[9] Mack; 1910 US Census.
[10] Ibid,
[11] "Funeral is Today..."; William's wife Delora died in 1930. Topeka Shawnee County Public Library Obituary Index.

The Crosby Home

On February 12, 1910, the *Topeka State Journal* announced boasted that building permit applications had been filed for ten homes. Nine of the new homes would be built at an average cost of $2000. The tenth home merited a more detailed description than the others. William Crosby, who had made his fortune selling dry goods, would build a $17,000 mansion, which the *Journal* predicted would be "one of the finest in Topeka." The garage alone would cost $1000, more than many homes of the time. Below is the newspaper's description of the home:

> *New Crosby Residence*
>
> Aside from the items included in the list, application was made for a permit for W. T. Crosby's $17,000 brick veneer residence which is being erected at 1107 [sic] Topeka avenue [sic]. The house was designed by F. C. Squires, the architect, and D. P. Scott has been awarded the contract for the superstructure. Aside from the house a permit has been written out for a $1,000 garage which will be constructed of compressed brick and will be provided with a metallic roof.
>
> The residence will be one of the finest in Topeka. It will be an 11 room home – brick veneer building with stone trimmings. An eleven-foot veranda, according to the plans, will extend across the entire front of the structure.
>
> The reception hall will be 15 ¾ X 30 feet and the living room will be 171/3 X 26 feet. The dining room also will be spacious, measuring 17 ½ X 20 feet.
>
> According to the plans the reception hall will be particularly attractive, one of the features being an alcove. There will be colonial archways along the staircase.
>
> The dining room and living room will be finished in mahogany and the hall in white enamel and mahogany, the floors in quarter sawed white oak with the exception of the kitchen, which will have a hard maple floor.
>
> On the second floor each sleeping apartment will be supplied with a private bath, and all floor [sic] will be finished in hard maple. A large billiard room is planned for the third, finished in weathered oak.[12]

Although the home was large, it was designed for a small household. The Crosbys had no children of their own. In April 1910, at their former home on Harrison Street, the Crosbys' household included themselves, as well as a 25-year-old servant, "barnman" John Bean. A man with a $1000 garage would not have needed a "barnman." Still, it appears that the second-floor of the garage was likely finished for use by a male servant. By 1915, the Crosby household included two live-in servants, a 19-year-old woman named Esther Peterson who likely lived on the home's third floor, and a 25-year-old black man named William Bates. In the 1916 City Directory, Bates was listed as a chauffer who worked at 1109 Topeka Boulevard. By then, he was no longer living with the Crosbys.[13] In 1920, the household included only William Crosby, his wife Delora and their servant Mary Miller, a twenty-year-old German immigrant. William Crosby lived in his opulent home from the time of its construction in 1910 until his death in 1922. His wife, Delora Crosby died in 1930.[14]

Delora Crosby had moved out of the home by 1927, when it was listed as the residence of Dr. J. A. Crabb.[15] Crabb was born in Brown County, Illinois on June 5, 1869. He farmed and taught until he entered the University of Kansas Medical School in about 1902. After completing his medical degree in 1906, Crabb taught anatomy at the university then opened an office in downtown Topeka. Crab was last

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[12] "New Crosby Residence," *Topeka State Journal*, 12 February 1910.
[13] 1916 City Directory. Bates boarded at 1234 Lane.
[14] Topeka Shawnee County Public Library Obituary Index.
[15] 1927-28 City Directory. In 1929, Delora Crosby was listed as living at the Jayhawk Hotel, a property developed by her brother-in-law Erastus Crosby.

listed as living in the house in 1940. He practiced medicine until his retirement in 1954 at the age of 85. Dr. Crabb died on May 17, 1961. It is said that following his wife's death, his daughter Emma Crabb acted as hostess for parties in the house.[16]

In 1942, 1109 Topeka was listed as the address for the Grover Tea Room, owned by David L. Grover. It is unclear how long the tea room was in business. There are no city directories for 1943, 1944 and 1945. By 1946, the home had been sold to the Seventh Day Adventist Church, which used it for its state offices. In 1952, the Seventh Day Adventist Church announced plans to move its state offices down the street to 1275 Topeka, raising speculation about the future of the Crosby House. By February, it was announced that the Order of the Eastern Star (OES), a fraternal organization open to both men and women, had purchased the building to house its state headquarters.[17] Among the changes made by the OES was the construction of a fireproof vault. In the words of OES Grand Secretary Gertrude Verna Gough, "It's not just a vault…it's a room you can walk into." OES used the vault to store its state records.[18] The OES owned the property when a corner of the house was damaged by the 1966 tornado.[19] The Kansas State Nurses Association, the current owners, purchased the house in 2006.

Beaux Arts Architecture

The Crosby House is an example of the Beaux Arts Style of architecture. Named for the famous French Ecole des Beaux Arts, the style took its cues from classical architecture as well as French and Italian Renaissance design. The style, which proliferated between 1890 and 1920, was popularized in the United States by Chicago's 1893 Columbian Exposition and Buffalo's 1901 Pan-American Exposition. Architects generally applied the style to free-standing public buildings, such as city halls and county courthouses, and to financial institutions, including early twentieth-century banks. Most examples are symmetrical in massing with flat, low-pitched or mansard roofs. Because the high level of architectural detail required a significant financial investment, residential examples are very rare, especially in Kansas. The Crosby House's quintessential Beaux Arts features include its masonry construction, entablature, regularly spaced columns, quoining, decorative brackets, and prominent window surrounds.[20] The Crosby Home shares some similarities with the Dillon House, a Beaux Arts mansion built to just a block to the east in 1913. Both homes feature blond brick, stone details and hipped clay-tile roofs with dormers.

David P. Scott

David P. Scott, who was awarded the contract to construct the Crosby House, was born in Kentucky in about 1857. Among the other homes Scott built is the Morgan House (NRHP) at 1335 SW Harrison Street in Topeka.

Frank Squires (Architect)

To design his stately home, William Crosby hired well-known Topeka architect Frank Squires. Squires was born in Columbus, Ohio in 1871 and moved to Topeka as a boy. At the age of 17, Squires began an apprenticeship with Topeka architect J. C. Holland. Thereafter, he attended Columbia University School of Architecture, one of the nation's first formal architecture programs. Some sources say that Squires worked at an architecture firm in Toledo, Ohio before returning to Topeka.

From 1895 to 1897, Squires served in the position of State Architect, overseeing the construction of the central wing of the statehouse. Among his early commissions were the Jewell County Jail and Burr Oak School. In 1898 or 1903 (sources vary), Squires partnered with his mentor J. C. Holland. Together, the pair designed a number of courthouses, including those in Harvey (razed), and Marion (extant) Counties. In 1915 or 1920 (sources vary), after Holland's son joined the firm, Holland and Squires parted ways.

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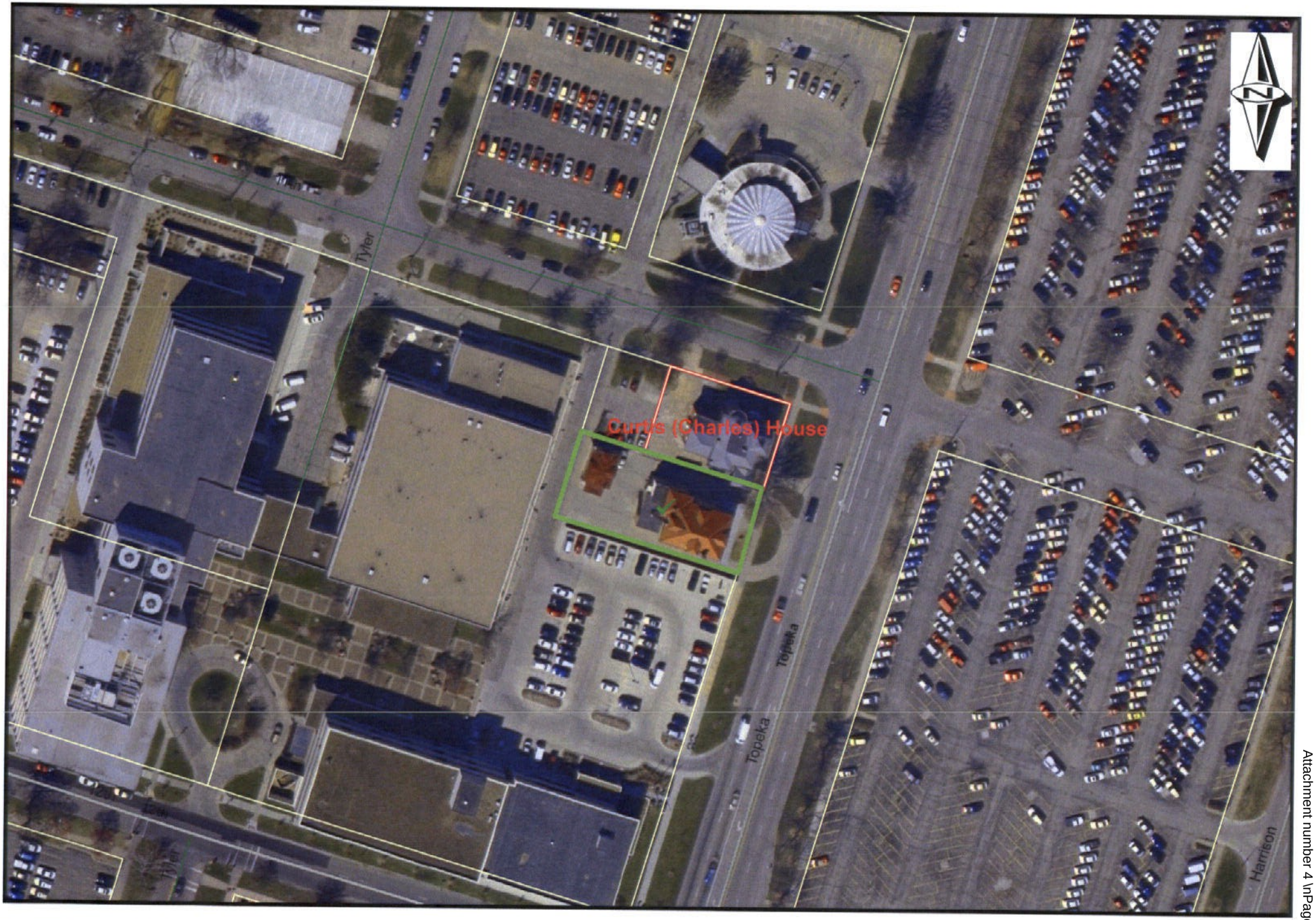
[16] Mack; *Topeka Daily Capital*, 1961 March 18.
[17] Mack; "Eastern Star is Reported Buyer of Topeka Ave. Site," *Topeka State Journal*; 21 February 1952.
[18] "OES Moves into New Home, *Topeka Daily Capital*, 23 April 1953.
[19] Mack.
[20] Virginia and Lee McAlester, *A Field Guide to American Houses*, (New York: Alfred A. Knopf, 1998), 378-385.

Among the buildings Squires designed on his own were the Rooks County Courthouse (1924, NRHP), Junction City High School (1903, NRHP), Junction City Public Library (NRHP), and Woman's Club Building (Topeka, NRHP). Squires died of a stroke in 1934.[21]

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[21] *Topeka Capital Journal* 5 November 2000; National Register Nomination, Burr Oak School; "F.C. Squires Dies," *Topeka State Journal* 10 March 1934.

HL11-02 by the Kansas State Nurses Association, 1109 S. Topeka Blvd.



MINUTES OF THE TOPEKA LANDMARKS COMMISSION
Thursday, October 13, 2011
620 SE MADISON STREET – HOLLIDAY CONFERENCE ROOM

I. Roll Call:

- **Members Present:** Chair-Robert Banks, Vice-Chair-Stacey Zwettler Keller, Greg Allen, Pete Gierer, Leon Graves (**5**)
- **Members Absent:** Christy Davis, Rowena Horr, Sandra Lassiter, Lonnie Martin (**4)**
- **Staff Present:** Tim Paris , Planner II

II. Approval of September 8, 2011 Minutes.

Stacey Keller moved approval of the minutes as submitted, seconded by Pete Gierer. The minutes were **approved** by a vote of **4-0-1**. Greg Allen abstained.

II. Approval of October 5, 2011 Minutes.

Greg Allen requested a modification to the body of the minutes. Pete Gierer noted that his name was misspelled. Mr. Gierer, moved approval of the minutes as amended, seconded by Greg Allen. The minutes were approved as amended by a vote of 5-0-0.

II. New Business

A. CLGR11-23 by Benoit Swinnen, 917-921 SW Topeka Blvd. -

Mike Wilson spoke as the project architect, and explained the details of the proposed project. Pete Gierer moved that the project, as proposed, would not encroach upon, damage, or destroy the environs of the Gem Building, the Dillon House, or the Women's Club Building. This motion was seconded by Greg Allen. The motion was **APPROVED** by a vote of **5-0-0**. Pete Gierer also offered his personal appreciation to the owner and architect for proposing the project in a manner that made a viable use for these properties.

B. HL11-02 by the Kansas State Nurses Association, 1109 SW Topeka Blvd. –

Greg Allen moved approval of the Historic Landmark application, seconded by Leon Graves. The motion was **approved** by a vote of **5-0-0**.

C. National Register Nominations –

1. **ATSF Motive Building, 1101 NE Atchison St. –** Stacey Keller moved that the Topeka Landmarks Commission offer its support for the nomination to the Register of Historic Kansas Places and the National Register of Historic Places, seconded by Greg Allen. The motion was **approved** by a vote of **5-0-0**.
2. **John C. Harmon House, 915 SW Buchanan St. -** Stacey Keller moved that the Topeka Landmarks Commission offer its support for the nomination to the Register of Historic Kansas Places and the National Register of Historic Places, seconded by Leon Graves. The motion was **approved** by a vote of **5-0-0**.
3. **Church of the Holy Name, 1110 SW 10th Ave. -** Stacey Keller moved that the Topeka Landmarks Commission offer its support for the nomination to the Register of Historic Kansas Places and the National Register of Historic Places, seconded by Greg Allen. The motion was **approved** by a vote of **5-0-0**.

D. Reports on Staff Activities – Tim Paris mentioned that the demolition of 1211 SW Western Ave. would be placed before the Landmarks Commission for consideration at their November meeting. Pete Gierer asked if it would be possible to arrange for a walk-through of the property prior to the Commission's consideration of the demolition request. Mr. Paris replied that he would try to make that arrangement.

Adjournment at 6:15 p.m.

To be published in the Topeka Metro News, Legal Section, one time, no later than

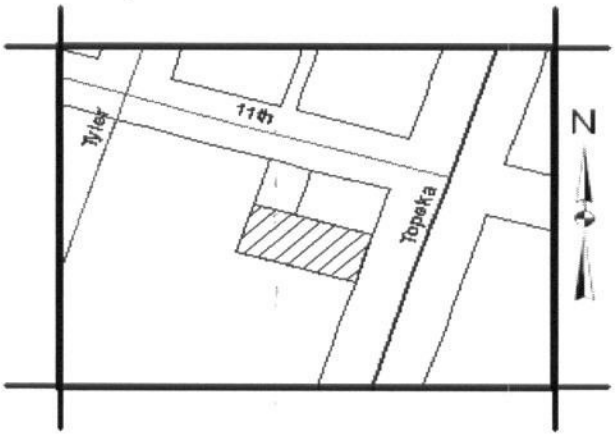
Monday, October 31, 2011

CITY OF TOPEKA PLANNING COMMISSION
NOTICE OF PUBLIC HEARING

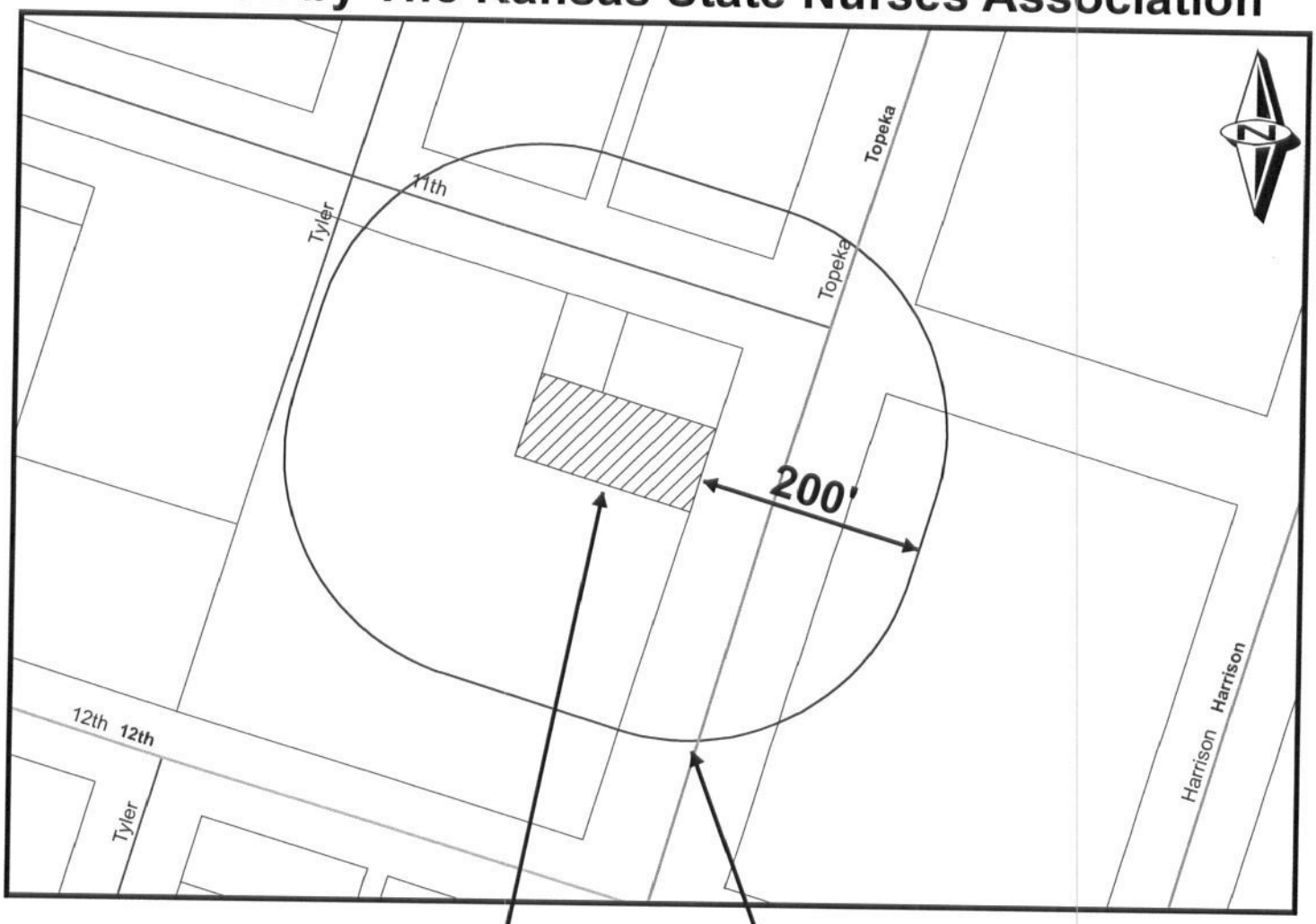
Notice is hereby given to all interested persons that the Topeka Planning Commission will hold a Public Hearing on **Monday, November 21, 2011 at 6:00 P.M**. in the City Council Chambers, 214 S.E. 8th Avenue, Topeka, Kansas. The following proposals/amendments will be considered. All interested persons are invited to attend and make comments. For additional information concerning any of these proposals, contact the Topeka Planning Department, 620 SE Madison, 3rd Floor, Topeka, Kansas, 66607 or by phone (785) 368-3728.

David F. Thurbon, Planning Director
Secretary to Topeka Planning Commission

HL11/2 by Kansas State Nurses Association requesting Historic Landmark zoning overlay for property currently zoned "O&I-2" Office and Institutional District and located at 1109 S Topeka Boulevard.



HL11-02 by The Kansas State Nurses Association



HL11/2 by Kansas State Nurses Association requesting Historic Landmark zoning overlay for property currently zoned "O&I-2" Office and Institutional District and located at 1109 S Topeka Boulevard.

Minutes of the
Topeka Planning Commission
Monday, November 21, 2011 @ 6pm

HL11/2 by Kansas State Nurses Association requesting Historic Landmark zoning overlay for property currently zoned "O&I-2" Office and Institutional District and located at 1109 S Topeka Boulevard. **(Paris)** Tim Paris summarized the staff report.

Discussion by members:

Peter Hancock asked whether this affects the environs of other historic properties in the area? Mr. Paris replied there aren't any historic properties within 500 feet of this property. Mr. Hancock asked what additional value does the local designation give since they already have the national designation? Mr. Paris said the local designation protects the home and any changes must be reviewed by the Landmark Commission. He added it is a matter of local pride to the property owner because the home is a part of Topeka history. Mr. Paris said an additional benefit is the property is eligible for an additional 5% tax rebate because it is in the Neighborhood Revitalization area.

No one spoke in favor or in opposition to the request.

Peter Hancock moved approval, seconded by Kevin Beck. **APPROVAL. (9-0-0)**

DRAFT

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Daniel R. Stanley, Interim City Manager, designating real property more specifically described herein as a historic landmark and presently zoned "O&I-2" Office and Institutional District and located at 1109 S Topeka Boulevard in the City of Topeka, Shawnee County Kansas pursuant to Section 18.255 of the Topeka Municipal Code (TMC). **(HL11/2) (Council District No. 1)**

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

Section 1. That the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), be, and the same is hereby amended, by designating the "HL" Historic Landmark Overlay zoning to property zoned "O&I-2" Office and Institutional District and described as follows:

Lots 367, 369 and 371 on Topeka Blvd., Original Town Addition, in the City of Topeka, Shawnee County, Kansas.

.

Section 2. This Ordinance Number shall be fixed upon the "District Map".

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby 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.

PASSED AND APPROVED by the Governing Body of the City of Topeka, _____, 2011.

_____
William W. 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 28, 2011

DATE:	**December 20, 2011**		
CONTACT PERSON:	**David Thurbon/Bill Hoover**	**DOCUMENT #:**	**ACZR11/13**
SECOND PARTY/SUBJECT:	**Adult Care Homes, Single-Family Attached Dwellings, Professional Offices - Zoning**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**013 Ordinances - Codified / 161 Comprehensive Zoning Cases**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, concerning adult care homes, single-family attached dwellings, and professional offices, amending City of Topeka Code Sections 18.55.010, 18.55.080, 18.55.130, 18.65.030, 18.70.030, 18.75.030, 18.80.030, 18.90.010, 18.90.030, 18.90.040, 18.95.010, 18.95.030, 18.95.040, 18.100.030, 18.100.040, 18.105.030, 18.105.040, 18.110.030, 18.180.030, 18.180.040, 18.185.040 and 18.185.050 and specifically repealing said original sections. First Reading. *(ACZR11/13)*

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

(Approval would update the City's Zoning Regulations regarding adult care homes to better align with the State of Kansas' terminology. Certain home care facilities would now be permitted in single-family districts. Also, approval would allow single-family attached homes to be on separate lots where duplexes are currently permitted.)

POLICY ISSUE:

This proposed draft ordinance to the Zoning Regulations of the Topeka Municipal Code, would amend Section 18.55.010 to add a definition for assisted living facility; amend Section 18.55.080 to add definitions for home care, type I and home care, type II; and amend Section 18.55.130 to modify the definition for medical care facility, type II. It would also add these definitions as permitted uses and conditional uses in numerous zoning districts, where appropriate.

Single-family attached dwellings would be added as permitted uses in the two-family, multi-family, and the "MS-1" Medical Service zoning districts, where duplexes are already permitted.

Professional offices would also be added to the "MS-1" Medical Service zoning district as permitted uses.

STAFF RECOMMENDATION:

The Planning Commission recommended that this draft ordinance be **APPROVED** by a vote of **9-0-0** at their **November 21, 2011** meeting as referenced in their attached minutes. The Planning Department recommended that this request be **APPROVED** as referenced in the attached staff report.

BACKGROUND:

See staff report. Approval of the ordinance as proposed will allow any existing Home Care, Type I (8 or fewer people) facilities in single or two-family districts to conform to the zoning code; allow any existing single-family attached dwellings separated by a lot line to conform to the zoning code; and allow any existing professional office buildings in the medical services district to conform to the zoning code.

Governing Body options:

- Adopt the recommendation of the Planning Commission by Ordinance (6 votes);
- Disapprove the Planning Commission's recommendation and ordinance (7 votes); or
- Return to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove (6 votes).

BUDGETARY IMPACT:

Approval of the ordinance would eliminate the cost of defending violations or citations as outlined in the attached letter.

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

Staff Report for 11-21-11 Planning Commission

Staff Report for 9-26-10 Planning Commission

Staff Report Exhibits

Ordinance

Letter

Planning Commission Minutes

Planning Commission Minutes

Planning Commission Minutes

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Daniel R. Stanley, Interim City Manager, concerning adult care homes, single-family attached dwellings, and professional offices, amending City of Topeka Code § § 18.55.010, 18.55.080, 18.55.130, 18.65.030, 18.70.030, 18.75.030, 18.80.030, 18.90.010, 18.90.030, 18.90.040, 18.95.010, 18.95.030, 18.95.040, 18.100.030, 18.100.040, 18.105.030, 18.105.040, 18.110.030, 18.180.030, 18.180.040, 18.185.040 and 18.185.050 and specifically repealing said original sections.

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

Section 1. That section 18.55.080, "A" Definitions, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

"A" definitions.

"Abandonment" means the relinquishment of property, or a cessation of the use of the property, for a period of one year (365 calendar days) or longer by the owner with the intention neither of transferring rights to the property to another owner nor of resuming the use of the property.

"Abutting" means having property or district lines in common; e.g., two lots are abutting if they have at least one property line in common.

"Accessory building or use" means a building or use which: (1) is subordinate to and serves a principal building or principal use; (2) is subordinate in area, extent, or purpose to the principal building or principal use served; (3) contributes to the comfort, convenience, or necessity of occupants of the principal building or principal use; and (4) is located on the same zoning lot as the principal building or principal use.

"Addition" means any construction which increases the size of a building such as a porch, attached garage or carport or a new room or wing.

"Adjacent" means nearby, but not necessarily touching.

"Adult motion picture theater" means an enclosed building used for presenting filmed material distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" (as defined herein) for observation by patrons therein.

"Agriculture" means land devoted to the production of plants, animals, fish, or horticultural products, including but not limited to: forages, grains and feed crops; dairy animals and dairy products; poultry and poultry products; beef, cattle, sheep, swine and horses; aquaculture; trees and forest products; fruits, nuts and berries; vegetables; or nursery, floral, ornamental and greenhouse products. Land devoted to agricultural use shall not include those lands which are used for recreational purposes; suburban residential acreages, rural homesites or farm homesites and yard plots whose primary function is for residential or recreational purposes even though such properties may produce or maintain some of those plants or animals listed in the foregoing definition.

"Alley" means a public thoroughfare which affords only a secondary means of access to abutting property.

"Alteration" means any change or rearrangement in the supporting members of an existing building, such as bearing walls, columns, beams, girders or interior partitions, as well as any change in doors or windows, or any enlargement to or diminution of a building or structure, whether horizontally or vertically, or the moving of a building or structure from one location to another.

"Animal hospital (large)" means a premises where small and large animals are admitted principally for examination, treatment, board, or care, by a doctor of veterinary medicine.

"Animal hospital (small)" means a building for the medical or surgical treatment of only domestic animals.

"Antenna" means an exterior apparatus designed for transmitting or receiving television, AM/FM radio, digital, microwave, cellular, telephone or similar forms of electronic communication.

"Apartment hotel" means a building designed for or containing both apartments or suites of rooms, which caters primarily to tenants with flexible occupancy duration needs. Incidental businesses may be conducted only as a service for persons residing therein, provided there is no entrance to such place(s) of business except from the interior of the building.

Area. See "tract."

"Assisted living facility" means a facility caring for 6 or more individuals unrelated to the administrator, operator or owner who by choice or due to functional impairment, may need personal care and/or supervised nursing care to compensate for activities of daily living limitations. The facility includes individual living units or apartments for residents and provides or coordinates a range of services including personal care or supervised nursing care on a 24-hour-a-day basis for the support of resident independence. Skilled nursing services are typically provided on an intermittent or limited term basis, or if limited in scope, on a regular basis.

"Automobile or vehicle car wash" means a facility for the washing of motor vehicles.

"Automobile wrecking yard" means an area outside of a building where motor vehicles are disassembled, dismantled, junked or wrecked, or where motor vehicles not in operable condition or used parts of motor vehicles are stored.

Automotive Service Station.

"Type 1" means a facility which dispenses automotive fuels and oil together with the retail sales of incidental merchandise such as packaged beer, nonalcoholic beverages, ice, candy, cigarettes, snacks and convenience packaged foods. (Also known as "convenience stores with gas pumps.")

"Type 2" means a facility which dispenses automotive fuels and oil together with replacement automotive parts such as fan belts, hoses, sparkplugs, tires and tubes, ignition parts, batteries, shock absorbers, fuses, etc., including incidental merchandise as defined above. Minor automotive services shall be permitted, which includes minor repair and replacement.

(i) Lubrication.

(ii) Tire repair.

(iii) Brake repair and wheel balancing.

(iv) Muffler and exhaust system repair.

(v) Shock absorber replacement.

(vi) Engine adjustment (tune-up).

(vii) Replacement of pumps, cooling systems, generators, alternators, wires, starters, air conditioners, bearings, and other similar devices.

(viii) Radio repair.

(ix) Glass replacement.

(x) And other similar repair and replacement services normally deemed to be emergency and convenience services; however, the same shall not include drive train units such as the engine, transmission or drive components.

"Type 3" means a facility which may include those uses defined in types 1 and 2, and specifically includes repair, rebuilding and replacement of drive train units of automobiles, pickup trucks, street vans, motorcycles and racing vehicles.

"Awning" means a roof-like cover that is temporary in nature and projects from the wall of a building for the purpose of shielding a doorway or window from the elements.

Section 2. That section 18.55.080, "H" definitions, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

"H" definitions.

"Habitable room" means a room in a dwelling unit designed to be used for living, sleeping, eating, or cooking, excluding bathrooms, closets, halls, storage and similar space.

"Handcrafts" means any occupation in which articles are fashioned totally or chiefly by hand with manual and often artistic skill involved, materials normally being leather, malleable metals, plastics, glass, fabrics or wood.

"Health care facility" means a facility or institution, whether public or private, principally engaged in providing services for health maintenance, diagnosis or treatment of human disease, pain, injury, deformity or physical condition, including, but not limited to, a general hospital, special hospital, mental hospital, public health center, diagnostic center, treatment center, rehabilitation center, extended care facility, skilled nursing home, nursing home, intermediate care facility, tuberculosis hospital, chronic disease hospital, maternity hospital, outpatient clinic, dispensary, home health care agency, boarding home or other home for sheltered care, and bioanalytical laboratory or central services facility serving one or more such institutions but excluding institutions that provide healing solely by prayer.

"Health services" means establishments primarily engaged in furnishing medical, surgical or other services to individuals, including the offices of physicians, dentists and other health practitioners, medical and dental laboratories, outpatient care facilities, blood banks, and oxygen and miscellaneous types of medical supplies and services.

"Height of building" means the vertical distance above a reference datum measured to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable of a pitched or hipped roof. The reference datum shall be selected by either of the following, whatever yields a greater height of building:

(1) The elevation of the highest adjoining sidewalk or ground surface within a five-foot horizontal distance of the exterior wall of the building when such sidewalk or ground surface is not more than 10 feet above lowest grade.

(2) An elevation 10 feet higher than the lowest grade when the sidewalk or ground surface described in subsection (1) of this definition is more than 10 feet above lowest grade.

The height of a stepped or terraced building is the maximum height of any segment of the building.

"Home care, type I" means a dwelling or portion thereof, and premises, operated and licensed in accordance with any and all applicable state and local requirements, where caring on a 24-hour-a-day basis for up to 8 individuals unrelated to the operator/owner and who due to functional impairment, need personal care and may need supervised nursing care to compensate for activities of daily living limitations.

"Home care, type II" means a dwelling or portion thereof, and premises, operated and licensed in accordance with any and all applicable state and local requirements, where caring on a 24-hour-a-day basis for up to 12 individuals unrelated to the operator/owner and who due to functional impairment, need personal care and may need supervised nursing care to compensate for activities of daily living limitations.

"Home occupation" means any activity carried out for gain by a resident conducted within the limitations and performance standards established by these regulations, as an accessory use in the resident's dwelling unit.

"Hospital" means an institution providing health services, primarily for inpatients, and medical or surgical care of the sick or injured, including as an integral part of the institution, such related facilities as laboratories, outpatient departments, training facilities, central service facilities and staff offices.

"Hotel" means a building or group of buildings offering transient lodging accommodations normally on a daily rate to the general public, where access to the rooms is made through a lobby, and with or without accessory uses, such as restaurants, meeting rooms, or recreational facilities.

Section 3. That section 18.55.130, "M" definitions, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

"M" definitions.

"Manufacture" means to engage in the mechanical or chemical transformation of materials or substances into new products including the assembling of component parts, the manufacturing of products, and the blending of materials such as lubricating oils, plastics, resins or liquors.

"Manufactured home" means a structure which is subject to the Federal Manufactured Home Construction and Safety Standards established pursuant to 42 U.S.C. Section 5403.

"Medical care facility, type I" means a dwelling ~~building~~ or portion thereof, and premises, operated and licensed in accordance with any and all applicable state and local requirements, in which reception, accommodation, board, residential and personal care, nursing care (simple, supervised, or skilled) and treatment for profit or not-for-profit, is provided to a maximum of two individuals who are not acutely ill and not in need of hospital care, but who may require nursing care and domiciliary care; and who are unrelated by blood, adoption, or marriage to the caregivers, administrator or owner. Said facility may be staffed with licensed nursing personnel and other staff as required, and operate on a 24-hour-a-day basis.

"Medical care facility, type II" means a dwelling ~~building~~ or portion thereof, and premises, operated and licensed in accordance with any and all applicable state and local requirements, ~~in which reception,~~ where accommodation, board, residential and personal care, nursing care (simple, supervised, or skilled) ~~and treatment for profit or not for profit,~~ is provided to three (3) or more individuals who are not acutely ill and not in need of hospital care, but who may require nursing care and domiciliary care due to functional impairments typically caused by aging, mental retardation, or mental health issues; and who are unrelated by blood, adoption, or marriage to the caregivers, administrator or owner. Said facility may be staffed with licensed nursing personnel and other staff as required, and operated on a 24-hour-a-day basis.

"Metes and bounds" means a system of describing and identifying land by measures (metes) and direction (bounds) from an identifiable point of reference.

"Mobile home" means a manufactured structure constructed for dwelling purposes and which is not subject to the Federal Manufactured Home Construction and Safety Standards as established pursuant to 42 U.S.C. Section 5403. "Mobile homes" refer to manufactured units built before June 15, 1976.

"Mobile home, ANSI certified" means a mobile home which has certification as being in compliance with Parts B to E, inclusive, of the standard for mobile homes as developed by the American National Standards Committee on Mobile Homes and Recreational Vehicles and designated as ANSI No. A119.1 1975, all pursuant to the provisions of K.S.A. 75-1220.

"Mobile home park" means a parcel or tract of land under single ownership which has been planned and improved for the placement of mobile homes for dwelling purposes.

"Monopole tower" means a communication tower consisting of a single pole, constructed without guy wires and ground anchors.

"Mortuary" means a place for the storage of human bodies prior to burial or cremation.

"Motel" means a building or group of buildings offering transient lodging accommodations normally on a daily rate to the general public, where access to each room is provided directly by an exterior door, and with or without accessory uses, such as restaurants, meeting rooms, or recreational facilities.

"Museum" means an establishment operated as a repository or a collection of nature, scientific, or literary curiosities or objects of interest or works of art, not including the regular sale or distribution of the objects collected.

Section 4. That section 18.65.030, Use regulations (RR-1 District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Use regulations.

(a) Permitted Uses.

(1) Agricultural use of land for production, storage, processing, and associated activities for environmental and commercial purposes, all as defined by this division.

(2) Nurseries, greenhouses, orchards, tree farming, sawmills, and truck farms with road stands; however, any sales of products not raised or produced on the premises shall be clearly subordinate to sales of products raised or produced thereon.

(3) Detached single-family dwelling ~~building~~, for the purpose, use and occupancy of a family as defined herein. The dimensional requirement applicable to a residential-design manufactured home may be appealable to the ~~metro~~ board of zoning appeals.

(4) Group home.

(5) Public parks, playgrounds, trails, paths, recreational areas, golf courses, scenic and historic sites, and associated recreational and leisure facilities, including but not limited to shelters, pools, court games, maintenance structures and associated parking to the above uses.

(6) Private parks, playgrounds, trails, paths, recreation areas, golf courses, scenic and historic sites, common open space, and associated recreational and leisure facilities, including, but not limited to, clubhouses, shelters, pools, court games, parking and maintenance structures, for use by members and guests only, provided such facilities are developed in conjunction with, and intended to serve, a residential community and are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(7) Subdivision maintenance facilities and/or U.S. Postal Service receptacle pods and shelter, developed in conjunction with, and intended to serve, a residential community and which are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(8) Public or private elementary and secondary school.

(9) Residential care facility, type I.

(10) Medical care facility, type I.

(11) Residential care facility, type II.

(12) Home care, type I.

(b) Provisional Uses.

(1) Day care facility, type I, subject to the requirements of Chapter 18.225 TMC.

(2) Religious assembly, subject to the requirements of Chapter 18.225 TMC.

(3) Golf course, country club, subject to the requirements of Chapter 18.225 TMC.

(c) Uses Permitted by Conditional Use Permit. The following uses may be granted a conditional use permit by the governing body provided by Chapter 18.215 TMC:

(1) Cemetery, subject to the requirements of Chapter 18.225 TMC.

(2) Public use facility.

(3) Vehicle surface parking lot in association with a principal use.

(4) Television, radio and microwave transmission towers; telecommunication equipment; and accessory facilities other than those provided for elsewhere in this division as accessory to a permitted use or exempt as set forth by definition; and subject to the requirements of Chapter 18.250 TMC.

(5) Extraction, processing, storage, and sale of raw materials, including ore, minerals, sand, rock, stone, gravel, topsoil, fill dirt, and other materials delivered by quarry, mining, dredging, or stripping operations, subject to the requirements of Chapter 18.225 TMC.

(6) Cultural facility.

(7) Private airport, heliport, and landing strip.

(8) Recreation field, court, track, or range in which the principal use is of an outdoor and unenclosed nature and which may include accessory and support facilities as an incidental and ancillary use. Permitted uses shall include the following activities:

(i) Swimming.

(ii) Tennis.

(iii) Baseball and softball.

(iv) Batting cages.

(v) Golf driving range.

(vi) Riding academy.

(vii) Survival games.

(viii) Court and field games.

(ix) Horse, dog, and vehicle racing.

(x) Specifically not permitted under the provisions of this chapter are:

(A) Archery ranges.

(B) Gun target and practice shooting ranges.

(C) Hunting preserves.

(9) Retail sales of a nature clearly incidental and subordinate to, and customary in connection with, a principal use.

(10) Food service facility, in which food and beverage is offered or prepared for sale or for service with or without charge on the premises and clearly incidental and subordinate to a principal use.

(11) Private or public utility structures facilitating the transmission, distribution, and/or collection systems, including substations, distribution stations, pump stations, reservoirs, towers, transmission equipment buildings and similar such uses. Also a corporate office, or branch office together with an operation and maintenance equipment storage facility and other related equipment that is used exclusively by a private or public utility entity.

(12) Community center.

(13) Common open space.

(14) Bed and breakfast home, subject to the requirements of Chapter 18.225 TMC.

(15) Bed and breakfast inn, subject to the requirements of Chapter 18.225 TMC.

(16) Reception, conference and assembly facility, subject to the requirements of Chapter 18.225 TMC.

(17) Demolition landfill, subject to the requirements of Chapter 18.225 TMC.

(18) Sanitary landfill; or commercial incinerator.

(19) Grain or agricultural storage facility (nonfarm site).

(20) Storage and retail sales of fertilizers, chemicals, insecticides, pesticides, and similar products used for the agricultural production of crops and/or livestock.

(21) Game hunting and/or fishing preserve for commercial recreation purposes.

(22) Commercial equine riding academies; training and boarding stable facilities.

(23) Kennel and/or animal hospital (either large or small animal hospital as defined); provided, however, that all unenclosed structures containing animals, including exercise pens and buildings which do not prevent the extension of audible noise or odor, shall not be located closer than 750 feet to the boundary of a designated dwelling district nor within 200 feet of a subject conditional use boundary line.

(24) Recreational vehicle short-term campgrounds.

(25) Youth campgrounds and facilities to accommodate retreats for scouting, 4-H, and similar types of organizations.

(26) Oil or gas well drilling.

(27) Billboard and panel poster sign.

(28) Group residence, general, subject to Chapter 18.225 TMC.

(29) Group residence, limited, subject to Chapter 18.225 TMC.

(30) Nonresidential small wind energy system, subject to Chapter 18.265 TMC.

(31) Home care, type II.

(32) Assisted living facility.

Section 5. That section 18.70.030, Use regulations (R-1 District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Use regulations.

(a) Permitted Uses.

(1) Detached single-family dwelling ~~buildings~~, for the purpose, use and occupancy of a family as defined herein. The dimensional requirement applicable to a residential design manufactured home may be appealable to the ~~metro~~ board of zoning appeals.

(2) Group home.

(3) Public parks, playgrounds, trails, paths, recreation areas, golf courses, scenic and historic sites, and associated recreational and leisure facilities, including but not limited to shelters, pools, court games, parking, and maintenance structures.

(4) Private parks, playgrounds, trails, paths, recreation areas, golf courses, scenic and historic sites, common open space, and associated recreational and leisure facilities, including, but not limited to, clubhouses, shelters, pools, court games, maintenance structures and associated parking to the above uses for members and guests only, provided such facilities are developed in conjunction with, and intended to serve, a residential community and are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(5) Subdivision maintenance facilities and/or U.S. Postal Service receptacle pods and shelter, developed in conjunction with, and intended to serve, a residential community and which are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(6) Public or private elementary and secondary school.

(7) Residential care facility, type I.

(8) Medical care facility, type I.

(9) Residential care facility, type II.

(10) Home care, type I.

(b) Provisional Uses.

(1) Day care facility, type I, subject to the requirements of Chapter 18.225 TMC.

(2) Religious assembly, subject to the requirements of Chapter 18.225 TMC.

(3) Golf course, country club, subject to the requirements of Chapter 18.225 TMC.

(c) Uses Permitted by Conditional Use Permit. The following uses may be granted a conditional use permit by the governing body provided by Chapter 18.215 TMC:

(1) Cemetery, subject to the requirements of Chapter 18.225 TMC.

(2) Public use facility.

(3) Vehicle surface parking lot in association with a principal use.

(4) Communication towers, telecommunication equipment and accessory facilities other than those provided for elsewhere in this division as exempt as set forth by definition; and subject to the requirements of Chapter 18.225 TMC.

(5) Extraction, processing, storage, and sale of raw materials, including ore, minerals, sand, rock, stone, gravel, topsoil, fill dirt, and other materials delivered by quarry, mining, dredging, or stripping operations, subject to the requirements of Chapter 18.225 TMC.

(6) Cultural facility.

(7) Private airport, heliport, and landing strip.

(8) Recreation field, court, track, or range in which the principal use is of an outdoor and unenclosed nature and which may include accessory and support facilities as an incidental and ancillary use. Permitted uses shall include the following activities:

(i) Swimming.

(ii) Tennis.

(iii) Baseball and softball.

(iv) Batting cages.

(v) Golf driving range.

(vi) Riding academy.

(vii) Survival games.

(viii) Court and field games.

(ix) Horse, dog, and vehicle racing.

(x) Specifically not permitted under the provisions of this chapter are:

(A) Archery ranges.

(B) Gun target and practice shooting ranges.

(C) Hunting preserves.

(9) Retail sales of a nature clearly incidental and subordinate to, and customary in connection with, a principal use.

(10) Food service facility, in which food and beverage is offered or prepared for sale or for service with or without charge on the premises and clearly incidental and subordinate to a principal use.

(11) Private or public utility structures facilitating the transmission, distribution, and/or collection systems, including substations, distribution stations, pump stations, reservoirs, towers, transmission equipment buildings and similar such uses.

(12) Community center.

(13) Common open space.

(14) Bed and breakfast home, subject to the requirements of Chapter 18.225 TMC.

(15) Bed and breakfast inn, subject to the requirements of Chapter 18.225 TMC.

(16) Reception, conference and assembly facility, subject to requirements of Chapter 18.225 TMC.

(17) Demolition landfill, subject to the requirements of Chapter 18.225 TMC.

(18) Group residence, limited, subject to Chapter 18.225 TMC.

(19) Nonresidential small wind energy system, subject to Chapter 18.265 TMC.

(20) Home care, type II.

(21) Assisted living facility.

Section 6. That section 18.75.030, Use regulations (R-2 District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Use regulations.

(a) Permitted Uses.

(1) Detached single-family dwelling ~~building~~, for the purpose, use and occupancy of a family as defined herein. The dimensional requirement applicable to a residential-design manufactured home may be appealable to the ~~metro~~ board of zoning appeals.

(2) Group home.

(3) Public parks, playgrounds, trails, paths, recreation areas, golf courses, scenic and historic sites, and associated recreational and leisure facilities, including but not limited to shelters, pools, court games, maintenance structures and associated parking to the above uses.

(4) Private parks, playgrounds, trails, paths, recreation areas, golf courses, scenic and historic sites, common open space, and associated recreational and leisure facilities, including, but not limited to, clubhouses, shelters, pools, court games, parking, and maintenance structures, for use by members and guests only, provided such facilities are developed in conjunction with, and intended to serve, a residential community and are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(5) Subdivision maintenance facilities and/or U.S. Postal Service receptacle pods and shelter, developed in conjunction with, and intended to serve, a residential community and which are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(6) Public or private elementary and secondary school.

(7) Residential care facility, type I.

(8) Medical care facility, type I.

(9) Residential care facility, type II.

(10) Home care, type I.

(b) Provisional Uses.

(1) Day care facility, type I, subject to the requirements of Chapter 18.225 TMC.

(2) Religious assembly, subject to the requirements of Chapter 18.225 TMC.

(3) Golf course, subject to the requirements of Chapter 18.225 TMC.

(c) Uses Permitted by Conditional Use Permit. The following uses may be granted a conditional use permit by the governing body provided by Chapter 18.215 TMC:

(1) Public use facility.

(2) Vehicle surface parking lot in association with a principal use.

(3) Cultural facility.

(4) Community center.

(5) Common open space.

(6) Recreation field, court, tract, or range in which the principal use is of an outdoor and unenclosed nature and which may include accessory and support facilities as an incidental and ancillary use. Permitted uses shall include the following activities:

(i) Swimming.

(ii) Tennis.

(7) Retail sales of a nature clearly incidental and subordinate to, and customary in connection with, a principal use.

(8) Food service facility in which food and beverage is offered or prepared for sale or for service with or without charge on the premises and clearly incidental and subordinate to a principal use.

(9) Private or public utility structures facilitating the transmission, distribution, and/or collection systems, including substations, distribution stations, pump stations, reservoirs, towers, transmission equipment, buildings and similar such uses.

(10) Bed and breakfast home, subject to the requirements of Chapter 18.225 TMC.

(11) Bed and breakfast inn, subject to the requirements of Chapter 18.225 TMC.

(12) Reception, conference and assembly facility, subject to requirements of Chapter 18.225 TMC.

(13) Communication towers, telecommunication equipment and accessory facilities other than those provided for elsewhere in this division as exempt as set forth by definition; and subject to the requirements of Chapter 18.250 TMC.

(14) Group residence, limited, subject to Chapter 18.225 TMC.

(15) Nonresidential small wind energy system, subject to Chapter 18.265 TMC.

(16) Home care, type II.

(17) Assisted living facility.

Section 7. That section 18.80.030, Use regulations (R-3 District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Use regulations.

(a) Permitted Uses.

(1) Detached single-family dwelling ~~building~~, for the purpose, use and occupancy of a family as defined herein. The dimensional requirement applicable to a residential-design manufactured home may be appealable to the ~~metro~~ board of zoning appeals.

(2) Group home.

(3) Public parks, playgrounds, trails, paths, recreation areas, golf courses, scenic and historic sites, and associated recreational and leisure facilities, including but not limited to shelters, pools, court games, maintenance structures and associated parking to the above uses.

(4) Private parks, playgrounds, trails, paths, recreation areas, golf courses, scenic and historic sites, common open space, and associated recreational and leisure facilities, including but not limited to clubhouses, shelters, pools, court games, parking, and maintenance structures, for use by members and guests only, provided such facilities are developed in conjunction with, and intended to serve, a residential community and are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(5) Subdivision maintenance facilities and/or U.S. Postal Service receptacle pods and shelter, developed in conjunction with, and intended to serve, a residential community and which are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(6) Public or private elementary and secondary school.

(7) Residential care facility, type I.

(8) Medical care facility, type I.

(9) Residential care facility, type II.

(10) Home care, type I.

(b) Provisional Uses.

(1) Day care facility, type I, subject to the requirements of Chapter 18.225 TMC.

(2) Religious assembly, subject to the requirements of Chapter 18.225 TMC.

(3) Golf course, subject to the requirements of Chapter 18.225 TMC.

(c) Uses Permitted by Conditional Use Permit. The following uses may be granted a conditional use permit by the governing body provided by Chapter 18.215 TMC:

(1) Public use facility.

(2) Vehicle surface parking lot in association with a principal use.

(3) Cultural facility.

(4) Recreation facility in which the principal use is of an outdoor and unenclosed nature and which may include accessory and support facilities as an incidental and ancillary use. Permitted uses shall include the following activities:

(i) Swimming.

(ii) Tennis.

(5) Retail sales of a nature clearly incidental and subordinate to, and customary in connection with, a principal use.

(6) Food service facility in which food and beverage is offered or prepared for sale or for service with or without charge on the premises and clearly incidental and subordinate to a principal use.

(7) Private or public utility structure facilitating the transmission, distribution, and/or collection systems, including substations, distribution stations, pump stations, reservoirs, towers, transmission equipment buildings and similar such uses.

(8) Community center.

(9) Common open space.

(10) Bed and breakfast home, subject to the requirements of Chapter 18.225 TMC.

(11) Bed and breakfast inn, subject to the requirements of Chapter 18.225 TMC.

(12) Reception, conference and assembly facility, subject to requirements of Chapter 18.225 TMC.

(13) Communication towers, telecommunication equipment and accessory facilities other than those provided for elsewhere in this division as exempt as set forth by definition; and subject to the requirements of Chapter 18.250 TMC.

(14) Group residence, limited, subject to Chapter 18.225 TMC.

(15) Nonresidential small wind energy system, subject to Chapter 18.265 TMC.

(16) Home care, type II.

(17) Assisted living facility.

Section 8. That section 18.90.010, Purpose—Intent (M-1 District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Purpose – Intent.

This district is established to provide for the use of two-family and attached single-family dwellings together with specified accessory uses. The purpose of this district is intended to provide for a housing type and arrangement that is distinguished from the single-family detached dwellings and multi-family dwellings provided for elsewhere in these regulations. The location of this district is further intended to provide a transitional use between the single-family detached dwelling districts and other districts which are more intensive.

Section 9. That section 18.90.030, Use regulations (M-1 District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Use regulations.

(a) Permitted Uses.

(1) Detached single-family dwelling ~~building~~, for the purpose, use and occupancy of a family as defined herein. The dimensional requirement applicable to a residential-design manufactured home may be appealable to the ~~metro~~ board of zoning appeals.

(2) Two-family dwelling ~~building~~.

(3) Public parks, playgrounds, trails, paths, recreation areas, golf courses, scenic and historic sites, and associated recreational and leisure facilities, including but not limited to shelters, pools, court games, maintenance structures and associated parking to the above uses.

(4) Private parks, playgrounds, trails, paths, recreation areas, golf courses, scenic and historic sites, common open space, and associated recreational and leisure facilities, including, but not limited to, clubhouses, shelters, pools, court games, parking, and maintenance structures, for use by members and guests only, provided such facilities are developed in conjunction with, and intended to serve, a residential community and are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(5) Subdivision maintenance facilities and/or U.S. Postal Service receptacle pods and shelter, developed in conjunction with, and intended to serve, a residential community and which are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(6) Public or private elementary and secondary schools.

(7) Residential care facility, type I.

(8) Medical care facility, type I.

(9) Group home.

(10) Residential care facility, type II.

(11) Home care, type I.

(12) Single-family attached dwelling.

(b) Provisional Uses.

(1) Day care facility, type I, subject to the requirements of Chapter 18.225 TMC.

(2) Religious assembly, subject to the requirements of Chapter 18.225 TMC.

(3) Golf course, subject to the requirements of Chapter 18.225 TMC.

(4) Management and leasing offices and maintenance facility, subject to the requirements of Chapter 18.225 TMC.

(c) Uses Permitted by Conditional Use Permit. The following uses may be granted a conditional use permit by the governing body provided by Chapter 18.215 TMC:

(1) Bed and breakfast home, subject to the requirements of Chapter 18.225 TMC.

(2) Bed and breakfast inn, subject to the requirements of Chapter 18.225 TMC.

(3) Common open space.

(4) Community center.

(5) Cultural facility.

(6) Food service facility including vending machines, in which food and drink is offered or prepared for sale or for service with or without charge on the premises and clearly incidental and subordinate to a principal use.

(7) Vehicle surface parking lot in association with a principal use.

(8) Private or public utility structures facilitating the transmission, distribution, and/or collection systems, including substations, distribution stations, pump stations, reservoirs, towers, transmission equipment buildings and similar such uses.

(9) Public use facility.

(10) Reception, conference and assembly facility, subject to the requirements of Chapter 18.225 TMC.

(11) Retail sales of a nature clearly incidental and subordinate to, and customary in connection with, a principal use.

(12) Communication towers, telecommunication equipment and accessory facilities other than those provided for elsewhere in this division as exempt as set forth by definition; and subject to the requirements of Chapter 18.250 TMC.

(13) Recreational field, court, track, or range in which the principal use is of an outdoor and unenclosed nature and which may include accessory and support facilities as an incidental and ancillary use. Permitted uses shall include the following activities:

(i) Swimming.

(ii) Tennis.

(14) Group residence, limited, subject to Chapter 18.225 TMC.

(15) Nonresidential small wind energy system, subject to Chapter 18.265 TMC.

(16) Home care, type II.

(17) Assisted living facility.

Section 10. That section 18.90.040, Dimensional requirements (M-1 District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Dimensional requirements.

(a) Minimum Lot Area and Maximum Intensity of Use.

(1) Single-family detached dwelling: 4,000 square feet.

(2) Two-family dwelling: 4,500 square feet.

(3) Single-family attached (both lots together): 4,500 square feet.

(4) All other uses: 7,500 square feet.

(b) Minimum Yard Requirements and Maximum Structure Height.

(1) Front yard: 25 feet.

(2) Side yard: five feet unless attached.

(3) Rear yard: 25 feet.

(4) If the recorded plat of subdivision provides for a greater minimum yard requirement than provided by this district, the provisions of the plat shall prevail.

(5) The applicable side yard of a corner lot and the rear yard of a double frontage lot shall conform to the minimum front yard requirements of this district.

(6) Height: 45 feet.

Section 11. That section 18.95.010, Purpose (M1-A District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Purpose – Intent.

This district is established to provide for the use of two-family dwellings, single-family attached dwellings, and multiple-family dwellings, containing not more than four dwelling units, together with specified accessory uses. This district is intended to provide a transitional use buffer in locations between the single- and two-family dwelling districts and other districts which are more intensive.

Section 12. That section 18.95.030, Use regulations (M-1A District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Use regulations.

(a) Permitted Uses.

(1) Detached single-family dwelling ~~building~~, for the purpose, use and occupancy of a family as defined herein. The dimensional requirement applicable to a residential-design manufactured home may be appealable to the ~~metro~~ board of zoning appeals.

(2) Two-family dwelling ~~building~~.

(3) Three-family dwelling ~~building~~.

(4) Four-family dwelling ~~building~~.

(5) Public parks, playgrounds, trails, paths, recreation areas, golf courses, scenic and historic sites, and associated recreational and leisure facilities, including but not limited to shelters, pools, court games, maintenance structures and associated parking to the above uses.

(6) Private parks, playgrounds, trails, paths, recreation areas, golf courses, scenic and historic sites, common open space, and associated recreational and leisure facilities, including, but not limited to, clubhouses, shelters, pools, court games, parking, and maintenance structures, for use by members and guests only, provided such facilities are developed in conjunction with, and intended to serve, a residential community and are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(7) Subdivision maintenance facilities and/or U.S. Postal Service receptacle pods and shelter, developed in conjunction with, and intended to serve, a residential community and which are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(8) Public or private elementary and secondary schools.

(9) Residential care facility, type I.

(10) Medical care facility, type I.

(11) Group home.

(12) Residential care facility, type II.

(13) Home care, type I.

(14) Single-family attached dwelling.

(b) Provisional Uses.

(1) Day care facility, type I, subject to the requirements of Chapter 18.225 TMC.

(2) Religious assembly, subject to the requirements of Chapter 18.225 TMC.

(3) Golf course, subject to the requirements of Chapter 18.225 TMC.

(c) Uses Permitted by Conditional Use Permit. The following uses may be granted a conditional use permit by the governing body provided by Chapter 18.215 TMC:

(1) Bed and breakfast home, subject to the requirements of Chapter 18.225 TMC.

(2) Bed and breakfast inn, subject to the requirements of Chapter 18.225 TMC.

(3) Common open space.

(4) Community center.

(5) Cultural facility.

(6) Food service facility including vending machines, in which food and drink is offered or prepared for sale or for service with or without charge on the premises and clearly incidental and subordinate to a principal use.

(7) Vehicle surface parking lot in association with a principal use.

(8) Private or public utility structures facilitating the transmission, distribution, and/or collection systems, including substations, distribution stations, pump stations, reservoirs, towers, transmission equipment buildings and similar such uses.

(9) Public use facility.

(10) Reception, conference and assembly facility, subject to the requirements of Chapter 18.225 TMC.

(11) Retail sales of a nature clearly incidental and subordinate to, and customary in connection with, a principal use.

(12) Communication towers, telecommunication equipment and accessory facilities other than those provided for elsewhere in this division as exempt as set forth by definition; and subject to the requirements of Chapter 18.250 TMC.

(13) Recreational field, court, track, or range in which the principal use is of an outdoor and unenclosed nature and which may include accessory and support facilities as an incidental and ancillary use. Permitted uses shall include the following activities:

(i) Swimming.

(ii) Tennis.

(14) Group residence, limited, subject to Chapter 18.225 TMC.

(15) Nonresidential small wind energy system, subject to Chapter 18.265 TMC.

(16) Home care, type II.

(17) Assisted living facility.

Section 13. That section 18.95.040, Dimensional requirements (M1-A District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Dimensional requirements.

(a) Minimum Lot Area and Maximum Intensity of Use.

(1) Single-family detached dwelling: 4,000 square feet.

(2) Two-family dwelling: 4,500 square feet.

(3) Three- and four-family dwellings: 4,356 square feet per dwelling unit.

(4) Single-family attached dwelling (both lots together): 4,500 square feet.

(5) All other uses: 7,500 square feet.

(b) Minimum Yard Requirements and Maximum Structure Height.

(1) Front yard: 25 feet.

(2) Side yard: five feet unless attached.

(3) Rear yard: 25 feet.

(4) If the recorded plat of subdivision provides for a greater minimum yard requirement than provided by this district, the provisions of the plat shall prevail.

(5) The applicable side yard of a corner lot and the rear yard of a double frontage lot shall conform to the minimum front yard requirements of this district.

(6) Height: 45 feet.

Section 14. That section 18.100.030, Use regulations (M-2 District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Use regulations.

(a) Permitted Uses.

(1) Detached single-family dwelling ~~building~~, for the purpose, use and occupancy of a family as defined herein. The dimensional requirement applicable to a residential-design manufactured home may be appealable to the ~~metro~~ board of zoning appeals.

(2) Two-family dwelling ~~building~~.

(3) Multiple-family dwelling ~~building~~.

(4) Boarding and lodging house.

(5) Public parks, playgrounds, trails, paths, recreation areas, golf courses, scenic and historic sites, and associated recreational and leisure facilities, including but not limited to shelters, pools, court games, maintenance structures and associated parking to the above uses.

(6) Private parks, playgrounds, trails, paths, recreation areas, golf courses, scenic and historic sites, common open space, and associated recreational and leisure facilities, including, but not limited to, clubhouses, shelters, pools, court games, parking, and maintenance structures, for use by members and guests only, provided such facilities are developed in conjunction with, and intended to serve, a recreational community and are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(7) Subdivision maintenance facilities and/or U.S. Postal Service receptacle pods and shelter, developed in conjunction with, and intended to serve, a residential community and which are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(8) Public or private elementary and secondary schools.

(9) Residential care facility, type II.

(10) Medical care facility, type I.

(11) Group home.

(12) Sorority or fraternity house.

(13) Group residence, limited, subject to Chapter 18.225 TMC.

(14) Residential care facility, type I.

(15) Home care, type I.

(16) Home care, type II.

(17) Assisted living facility.

(18) Single-family attached dwelling.

(b) Provisional Uses.

(1) Bed and breakfast home, subject to the requirements of Chapter 18.225 TMC.

(2) Bed and breakfast inn, subject to the requirements of Chapter 18.225 TMC.

(3) Day care facility, type I, subject to the requirements of Chapter 18.225 TMC.

(4) Day care facility, type II, subject to the requirements of Chapter 18.225 TMC.

(5) Religious assembly, subject to the requirements of Chapter 18.225 TMC.

(6) Golf course, subject to the requirements of Chapter 18.225 TMC.

(7) Vehicle surface parking lot in association with a principal use, subject to the requirements of Chapter 18.225 TMC.

(c) Uses Permitted by Conditional Use Permit. The following uses may be granted a conditional use permit by the governing body provided by Chapter 18.215 TMC:

(1) Community center.

(2) Cultural facility.

(3) Food service facility in which food and beverage is offered or prepared for sale or for service with or without charge on the premises and clearly incidental and subordinate to a principal use.

(4) Vehicle surface parking lot in association with a principal use.

(5) Private or public utility structures facilitating the transmission, distribution, and/or collection systems, including substations, distribution stations, pump stations, reservoirs, towers, transmissions equipment buildings and similar such uses.

(6) Public use facility.

(7) Reception, conference and assembly facility, subject to the requirements of Chapter 18.225 TMC.

(8) Recreation facility in which the principal use is of an outdoor and unenclosed nature and which may include accessory and support facilities as an incidental and ancillary use. Permitted uses shall include the following activities and similar activities of like intensity:

(i) Swimming.

(ii) Tennis.

(9) Residential care facility, type III.

(10) Medical care facility, type II.

(11) Retail sales of a nature clearly incidental and subordinate to, and customary in connection with, a principal use.

(12) Bed and breakfast inn.

(13) Communication towers, telecommunication equipment and accessory facilities other than those provided for elsewhere in this division as exempt as set forth by definition; and subject to the requirements of Chapter 18.250 TMC.

(14) Common open space.

(15) Correctional placement residence or facility, limited, subject to the requirements of Chapter 18.225 TMC.

(16) Group residence, general, subject to the requirements of Chapter 18.225 TMC.

(17) Nonresidential small wind energy system, subject to Chapter 18.265 TMC.

Section 15. That section 18.100.040, Dimensional requirements (M-2 District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Dimensional requirements.

(a) Minimum Lot Area and Maximum Intensity of Use.

(1) Single-family detached dwelling: 3,500 square feet.

(2) Two-family dwelling: 4,000 square feet.

(3) Single-family attached dwelling (both lots together): 4,000 square feet.

(~~3~~4) Multiple-family dwelling: 1,500 square feet per dwelling unit.

(~~4~~5) Housing facility designed for congregate living or a dormitory type dwelling, the occupancy shall not exceed the following:

(i) For the first occupant, 150 square feet of floor space and at least 100 square feet of floor space for every additional occupant thereof.

(ii) A total number of occupants equal to two times the number of habitable rooms.

(~~5~~6) All other uses: 7,500 square feet.

(b) Minimum Yard Requirements and Maximum Structure Height.

(1) Front yard: 25 feet.

(2) Side yard: five feet unless attached.

(3) Rear yard: 25 feet.

(4) If the recorded plat of subdivision provides for a greater minimum yard requirement than provided by this district, the provisions of the plat shall prevail.

(5) The applicable side yard of a corner lot and the rear yard of a double frontage lot shall conform to the minimum front yard requirements of this district.

(6) Height: 50 feet.

Section 16. That section 18.105.030, Use regulations (M-3 District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Use regulations.

(a) Permitted Uses.

(1) Detached single-family dwelling ~~building~~, for the purpose, use and occupancy of a family as defined herein. The dimensional requirement applicable to a residential-design manufactured home may be appealable to the ~~metro~~ board of zoning appeals.

(2) Two-family dwelling ~~building~~.

(3) Multiple-family dwelling ~~building~~.

(4) Boarding and lodging house.

(5) Public parks, playgrounds, trails, paths, recreation areas, golf courses, scenic and historic sites, and associated recreational and leisure facilities, including but not limited to shelters, pools, court games, parking, and maintenance structures.

(6) Private parks, playgrounds, trails, paths, recreation areas, golf courses, scenic and historic sites, common open space, and associated recreational and leisure facilities, including, but not limited to, clubhouses, shelters, pools, court games, parking, and maintenance structures, for use by members and guests only, provided such facilities are developed in conjunction with, and intended to serve, a residential community and are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(7) Subdivision maintenance facilities and/or U.S. Postal Service receptacle pods and shelter, developed in conjunction with, and intended to serve, a residential community and which are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(8) Public or private elementary and secondary schools.

(9) Residential care facility, type III.

(10) Medical care facility, type I.

(11) Group home.

(12) Sorority or fraternity house.

(13) Group residence, limited, subject to Chapter 18.225 TMC.

(14) Residential care facility, type I.

(15) Residential care facility, type II.

(16) Home care, type I.

(17) Home care, type II.

(18) Assisted living facility.

(19) Single-family attached dwelling.

(b) Provisional Uses.

(1) Bed and breakfast home, subject to the requirements of Chapter 18.225 TMC.

(2) Bed and breakfast inn, subject to the requirements of Chapter 18.225 TMC.

(3) Day care facility, type I, subject to the requirements of Chapter 18.225 TMC.

(4) Day care facility, type II, subject to the requirements of Chapter 18.225 TMC.

(5) Religious assembly, subject to the requirements of Chapter 18.225 TMC.

(6) Golf course, subject to the requirements of Chapter 18.225 TMC.

(7) Vehicle surface parking lot in association with a principal use, subject to the requirements of Chapter 18.225 TMC.

(c) Uses Permitted by Conditional Use Permit. The following uses may be granted a conditional use permit by the governing body provided by Chapter 18.215 TMC:

(1) Apartment hotel.

(2) Bed and breakfast inn.

(3) Community center.

(4) Cultural facility.

(5) Medical care facility, type II.

(6) Food service facility in which food and beverage is offered or prepared for sale or for service with or without charge on the premises and clearly incidental and subordinate to a principal use.

(7) Vehicle surface parking lot and/or multilevel parking structure as specified by the application in association with a principal use.

(8) Private or public utility structures facilitating the transmission, distribution, and/or collection systems, including substations, distribution stations, pump stations, reservoirs, towers, transmission equipment buildings and similar such uses.

(9) Public use facility.

(10) Reception, conference and assembly facility, subject to the requirements of Chapter 18.225 TMC.

(11) Recreation facility in which the principal use is of an outdoor and unenclosed nature and which may include accessory and support facilities as an incidental and ancillary use. Permitted uses shall include the following activities and similar activities of like intensity:

(i) Swimming.

(ii) Tennis.

(12) Community living facility, type I.

(13) Retail sales of a nature clearly incidental and subordinate to, and customary in connection with, a principal use.

(14) Communication towers, telecommunication equipment and accessory facilities other than those provided for elsewhere in this division as exempt as set forth by definition; and subject to the requirements of Chapter 18.250 TMC.

(15) Common open space.

(16) Correctional placement residence or facility, general, subject to the requirements of Chapter 18.225 TMC.

(17) Correctional placement residence or facility, limited, subject to the requirements of Chapter 18.225 TMC.

(18) Group residence, general.

(19) Nonresidential small wind energy system, subject to Chapter 18.265 TMC.

Section 17. That section 18.105.040, Dimensional requirements (M-3 District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Dimensional requirements.

(a) Minimum Lot Area and Maximum Intensity of Use.

(1) Single-family detached dwelling: 3,500 square feet.

(2) Two-family dwelling: 4,000 square feet.

(3) Single-family attached dwelling (both lots together): 4,000 square feet.

(~~3~~4) Multiple-family dwelling: 600 square feet per dwelling unit.

(~~4~~5) Housing facility designed for congregate living or a dormitory type dwelling, the occupancy shall not exceed the following:

(i) For the first occupant, 150 square feet of floor space and at least 100 square feet of floor space for every additional occupant thereof.

(ii) A total number of occupants equal to two times the number of habitable rooms.

(~~5~~6) All other uses: 7,500 square feet.

(b) Minimum Yard Requirements and Maximum Structure Height.

(1) Front yard: 25 feet.

(2) Side yard: five feet unless attached.

(3) Rear yard: 25 feet.

(4) If the recorded plat of subdivision provides for a greater minimum yard requirements than provided by this district, the provisions of the plat shall prevail.

(5) The applicable side yard of a corner lot and the rear yard of a double frontage lot shall conform to the minimum front yard requirements of this district.

(6) Height: 100 feet.

Section 18. That section 18.110.030, Use regulations (M-4 District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Use regulations.

(a) Permitted Uses.

(1) Apartment hotel.

(2) Multiple-family dwelling ~~building~~.

(3) Boarding and lodging house.

(4) Public parks, playgrounds, trails, paths, recreation areas, golf courses, scenic and historic sites, and associated recreational and leisure facilities, including but not limited to shelters, pools, court games, maintenance structures and associated parking to the above uses.

(5) Private parks, playgrounds, trails, paths, recreation areas, golf courses, scenic and historic sites, common open space, and associated recreational and leisure facilities, including but not limited to clubhouses, shelters, pools, court games, parking, and maintenance structures, for use by members and guests only, provided such facilities are developed in conjunction with, and intended to serve, a residential community and are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(6) Subdivision maintenance facilities and/or U.S. Postal Service receptacle pods and shelter, developed in conjunction with, and intended to serve, a residential community and which are located and designated on either the recorded plat of subdivision or on an approved planned unit development.

(7) Public or private elementary and secondary schools.

(8) Residential care facility, type III.

(9) Medical care facility, type I.

(10) Accessory uses in conjunction with a multiple-family building containing a minimum of 50 dwelling units or a minimum of 50 permanent residential occupants:

(i) Barbershop.

(ii) Beauty shop.

(iii) Laundry – dry cleaning pickup station.

(iv) Travel-tour agency.

(v) Restaurant.

(vi) Gift shop.

(vii) Such accessory uses shall comply with the following:

(A) Limited to the ground floor.

(B) No separate outside entrances.

(C) No external advertising of any type.

(D) Established for the primary convenience of the occupants therein.

(11) Sorority or fraternity house.

(12) Group residence, general, subject to the requirements of Chapter 18.225 TMC.

(13) Group residence, limited, subject to the requirements of Chapter 18.225 TMC.

(14) Residential care facility, type I.

(15) Residential care facility, type II.

(16) Home care, type I.

(17) Home care, type II.

(18) Assisted living facility.

(b) Provisional Uses.

(1) Bed and breakfast home, subject to the requirements of Chapter 18.225 TMC.

(2) Bed and breakfast inn, subject to the requirements of Chapter 18.225 TMC.

(3) Day care facility, type I, subject to the requirements of Chapter 18.225 TMC.

(4) Day care facility, type II, subject to the requirements of Chapter 18.225 TMC.

(5) Religious assembly, subject to the requirements of Chapter 18.225 TMC.

(6) Golf course, subject to the requirements of Chapter 18.225 TMC.

(7) Vehicle surface parking lot in association with a principal use, subject to the requirements of Chapter 18.225 TMC.

(c) Uses Permitted by Conditional Use Permit. The following uses may be granted a conditional use permit by the governing body provided by Chapter 18.215 TMC:

(1) Bed and breakfast inn.

(2) Community center.

(3) Cultural facility.

(4) Medical care facility, type II.

(5) Food service facility in which food and beverage is offered or prepared for sale or for service with or without charge on the premises and clearly incidental and subordinate to a principal use.

(6) Vehicle surface parking lot and/or multilevel parking structure as specified in the application in association with a principal use.

(7) Private or public utility structures facilitating the transmission, distribution, and/or collection systems, including substations, distribution stations, pump stations, reservoirs, towers, transmission equipment buildings and similar such uses.

(8) Public use facility.

(9) Reception, conference and assembly facility, subject to the requirements of Chapter 18.225 TMC.

(10) Recreation field, court, track, or range in which the principal use is of an outdoor and unenclosed nature and which may include accessory and support facilities as an incidental and ancillary use. Permitted uses shall include the following activities and similar activities of like intensity:

(i) Swimming.

(ii) Tennis.

(11) Retail sales of a nature clearly incidental and subordinate to, and customary in connection with, a principal use.

(12) Community living facility, type I.

(13) Communication towers, telecommunication equipment and accessory facilities other than those provided for elsewhere in this division as exempt as set forth by definition; and subject to the requirements of Chapter 18.250 TMC.

(14) Common open space.

(15) Correctional placement residence or facility, general, subject to the requirements of Chapter 18.225 TMC.

(16) Correctional placement residence or facility, limited, subject to the requirements of Chapter 18.225 TMC.

(17) Nonresidential small wind energy system, subject to Chapter 18.265 TMC.

Section 19. That section 18.180.030, Use regulations (MS-1 District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Use regulations.

(a) Permitted Principal Uses.

(1) Human health care related facilities including the following:

(i) Health care facility, health service establishment and hospital as defined by this division.

(ii) Health care education, training and administrative facility.

(iii) Health care office, clinic, laboratory and treatment facility.

(iv) Health care testing and research.

(v) Indoor facilities which are used primarily for physical exercise and therapy; health maintenance including fitness centers, spas, swimming pools, gymnasiums, game courts, lockers and training rooms.

(vi) Public health agency.

(vii) Pharmacy and drug sales.

(viii) Orthopedic, medical appliance, equipment, prosthesis and supply sales and fitting.

(ix) Optician and eyeglass sales.

(x) Hearing aid evaluation, fitting and sales.

(2) Associated uses to health care facilities as set forth below:

(i) Funeral home or mortuary including the display and sale of products associated with the ceremonies, burial or cremation of the deceased; and crematorium.

(ii) Parking lot and/or parking garage.

(iii) Public parks, playgrounds, trails, paths, recreational areas, golf courses, scenic and historic sites, and associated recreational and leisure facilities, including but not limited to shelters, pools, court games, maintenance structures and associated parking to the above uses.

(iv) Public or private elementary and secondary schools.

(v) Reception, conference and assembly facility.

(vi) Religious assembly.

(vii) Crisis center, type I.

(viii) Offices for conducting affairs of business, profession, service, or government.

(3) Human habitation and dwelling facilities as set forth below:

(i) Detached single-family dwelling ~~building~~, for the purpose, use and occupancy of a family as defined herein. The dimensional requirement applicable to a residential-design manufactured home may be appealable to the ~~metro~~ board of zoning appeals.

(ii) Two-family dwelling ~~building~~.

(iii) Multiple-family dwelling ~~building~~.

(iv) Boarding and/or lodging house.

(v) Residential care facility, type III.

(vi) Building used for student or faculty housing.

(vii) Medical care facility, type I.

(viii) Medical care facility, type II.

(ix) Apartment hotel.

(x) Community living facility, type I.

(xi) Group home.

(xii) Bed and breakfast inn.

(xiii) Residential care facility, type I.

(xiv) Residential care facility, type II.

(xv) Home care, type I.

(xvi) Home care, type II.

(xvii) Assisted living facility.

(xviii) Single-family attached dwelling.

(4) Group residence, general.

(5) Group residence, limited.

(b) Permitted Incidental and Subordinate Uses.

(1) Heliports, ambulance station, emergency transportation facility and terminal, provided such facilities are on-site with and ancillary in nature to a hospital.

(2) Retail sales and/or service of a nature clearly incidental and subordinate to and customary in association with a principal use as provided in the human health care related facilities of the permitted principal uses of this district. Such incidental and subordinate uses shall only be permitted and located within a structure containing a recognized principal use; and may include the following:

(i) Food and beverage preparation and sale.

(ii) Floral and gift shop.

(iii) Magazine, card and stationery shop.

(iv) Beauty and barber shops.

(c) Provisional Uses.

(1) Day care facility, type II, subject to the requirements of Chapter 18.225 TMC.

(2) Vehicle surface parking lot in association with a principal use, subject to the requirements of Chapter 18.225 TMC, Additional Regulations.

(d) Uses Permitted by Conditional Use Permit. The following uses may be granted a conditional use permit by the governing body provided by Chapter 18.215 TMC:

(1) Bed and breakfast home, subject to the requirements of Chapter 18.225 TMC.

(2) Bed and breakfast inn, subject to the requirements of Chapter 18.225 TMC.

(3) Ambulance station, emergency transportation facility and terminal as a principal use.

(4) Commercial radio, television, broadcasting and/or receiving towers.

(5) Community living facility, type II.

(6) Private or public utility structures facilitating the transmission, distribution and/or collection systems, including substations, distribution stations, pump stations, reservoirs, towers, transmission equipment buildings and similar such uses.

(7) Public use facility.

(8) Television, radio and microwave transmission towers; telecommunication equipment; and accessory facilities other than those provided for elsewhere in this division as accessory to a permitted use or exempt as set forth by definition; and subject to the requirements of Chapter 18.250 TMC.

(9) Vehicle surface parking lot and/or multilevel parking structure as specified by the application.

(10) Correctional placement residence or facility, general, subject to the requirements of Chapter 18.225 TMC.

(11) Correctional placement residence or facility, limited, subject to the requirements of Chapter 18.225 TMC.

(12) Nonresidential small wind energy system, subject to Chapter 18.265 TMC.

Section 20. That section 18.180.040, Dimensional requirements (MS-1 District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Dimensional requirements.

(a) Minimum Lot Area and Maximum Intensity of Use.

(1) Single-family detached dwelling: 3,000 square feet.

(2) Two-family dwelling: 4,000 square feet.

(3) Single-family attached dwelling (both lots together): 4,000 square feet.

(~~3~~4) Multiple-family dwelling: 400 square feet per dwelling unit.

(~~4~~5) Every building site and/or zoning lot on which there is erected or converted a housing facility which is designed for congregate living or a dormitory-type dwelling the occupancy shall not exceed the following:

(i) For the first occupant, 150 square feet of floor space and at least 100 square feet of floor space for every additional occupant thereof.

(ii) A total number of occupants equal to two times the number of habitable rooms.

(~~5~~6) All other uses: 7,500 square feet.

(b) Minimum Yard Requirements and Maximum Structure Height.

(1) Front yard: 25 feet.

(2) Side yard:

(i) Where building does not exceed 50 feet in height: five feet unless attached.

(ii) Where building exceeds 50 feet in height: 10 feet.

(3) Rear yard: 25 feet.

(4) If the recorded plat of subdivision provides for a greater minimum yard requirement than provided by this district, the provisions of the plat shall prevail.

(5) The applicable side yard of a corner lot and the rear yard of a double frontage lot shall conform to the minimum front yard requirements of this district.

(6) Height:

(i) General or specialized hospital: 160 feet.

(ii) Any other building or structure shall not exceed a height of 100 feet, however, if located within 150 feet of the boundary of the district, it shall not exceed a height of 50 feet.

Section 21. That section 18.185.040, Use regulations (X-1 District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Use regulations for X-1 mixed use district.

(a) Permitted Principal Uses.

(1) Single- and two-family dwellings.

(2) Three- and four-family dwellings.

(3) Dwelling units as primary or accessory use.

(4) Residential design manufactured home.

(5) Group home.

(6) Churches, places of worship or assembly.

(7) Schools.

(8) Community facilities.

(9) Parks, recreation, and open space.

(10) Residential care facility, type I.

(11) Artisan and photography galleries, studios.

(12) Automobile service station, type I.

(13) Bed and breakfast establishments.

(14) Child care centers.

(15) Clubs and lodges.

(16) Funeral homes.

(17) Health clubs.

(18) Offices, financial services, medical clinics.

(19) Pet shops/small animal clinics.

(20) Indoor recreation facilities.

(21) Restaurants.

(22) Retail establishments.

(23) Service shops – personal/business.

(24) Home care, type I.

(b) Uses Permitted by Conditional Use Permit.

(1) Multifamily dwellings, more than four units per building and/or more than 12 units per acre.

(2) Boarding and lodging houses.

(3) Public use facilities.

(4) Residential care facility, type II.

(5) Indoor amusement.

(6) Automobile service station, type II.

(7) Automobile service station, type III.

(8) Bars and taverns.

(9) Entertainment facilities/theaters (nonadult).

(10) Farmer's markets.

(11) Parking lots/garages (principal use).

(12) Motor vehicle sales.

(13) Research and development.

(14) Group residence, limited, subject to Chapter 18.225 TMC.

(15) Nonresidential small wind energy system, subject to Chapter 18.265 TMC.

(16) Home care, type II.

(17) Assisted living facility.

Section 22. That section 18.185.050, Use regulations (X-2 District), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Use regulations for X-2 mixed use district.

(a) Permitted Principal Uses.

(1) Single- and two-family dwellings.

(2) Three- and four-family dwellings.

(3) Dwelling units as primary or accessory use.

(4) Residential design manufactured home.

(5) Schools.

(6) Community facilities.

(7) Parks, recreation, and open space.

(8) Artisan and photography galleries, studios.

(9) Automobile service station, type I.

(10) Automobile service station, type II.

(11) Child care centers.

(12) Clubs and lodges.

(13) Funeral homes.

(14) Health clubs.

(15) Motor vehicle sales (size restrictions).

(16) Offices, financial services, medical clinics.

(17) Indoor recreation facilities.

(18) Restaurants.

(19) Retail establishments.

(20) Service shops – personal/business.

(21) Assembly without fabrication.

(22) Fabrication of products allowed under I-1 light industrial district.

(23) Distribution and processing.

(24) Research and development.

(25) Warehousing.

(b) Uses Permitted by Conditional Use Permit. The following uses may be granted a conditional use permit by the governing body as provided by Chapter 18.215 TMC.

(1) Multifamily dwellings, more than four units per building and/or more than 12 units per acre.

(2) Group homes.

(3) Boarding and lodging houses.

(4) Crisis centers.

(5) Churches, places of worship or assembly.

(6) Conference/convention center.

(7) Public use facilities.

(8) Residential care facility, type I.

(9) Residential care facility, type II.

(10) Amusement parks.

(11) Automobile service station, type III.

(12) Bars and taverns.

(13) Bed and breakfast establishments.

(14) Farmer's markets.

(15) Hotel, motel.

(16) Parking lots/garages (principal use).

(17) Pet shops/small animal clinics.

(18) Unenclosed, outdoor equipment/product storage.

(19) Correctional placement residence or facility, limited, subject to Chapter 18.225 TMC.

(20) Nonresidential small wind energy system, subject to Chapter 18.265 TMC.

(21) Home care, type I.

(22) Home care, type II.

(23) Assisted living facility.

Section 23. That original §§ 18.55.010, 18.55.080, 18.55.130, 18.65.030, 18.70.030, 18.75.030, 18.80.030, 18.90.010, 18.90.030, 18.90.040, 18.95.010, 18.95.030, 18.95.040, 18.100.030, 18.100.040, 18.105.030, 18.105.040, 18.110.030, 18.180.030, 18.180.040, 18.185.040 and 18.185.050 of The Code of the City of Topeka, Kansas, are hereby specifically repealed.

Section 24. This ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper.

Section 25. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 26. 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 Governing Body on _____.

CITY OF TOPEKA, KANSAS

_____
William W. Bunten, Mayor

ATTEST:

_____
Brenda Younger, City Clerk

November 21, 2011
Agenda Item # F-1

Adult Care Homes, Single-Family Attached Dwellings, and Professional Offices – ACZR11/13

November 21, 2011 Planning Commission

Purpose: Attached is a proposed draft ordinance to the Zoning Regulations of the Topeka Municipal Code, amending Section 18.55.010 to add a definition for assisted living facility; Section 18.55.080 to add definitions for home care, type I and home care, type II; and Section 18.55.130 to modify the definition for medical care facility, type II. It would add these four definitions as permitted uses and conditional uses in numerous zoning districts.

Additionally in this draft ordinance, single-family attached dwellings would be added as permitted uses in the two-family, most multi-family, and the "MS-1" Medical Service zoning districts.

As proposed in this draft ordinance professional offices would also be added to the "MS-1" Medical Service zoning district as permitted uses.

History: At the July 25, 2011 and September 26, 2011 Planning Commission Policy Meetings, the proposed changes regarding adult care homes were discussed in detail. Currently, the State of Kansas has seven definitions of adult care homes having overnight residency while the City only has two definitions aligning with these. As discussed, the draft ordinance would add three new definitions and modify another definition so the City's definitions would more properly align with the State's terms. Our new terms were added as permitted uses or conditional uses within appropriate zoning districts

At the October 24, 2011 Planning Commission Policy Meeting, proposed changes regarding single-family attached homes in some residential districts and professional offices in the "MS-1" Medical Service District were briefly discussed. Currently, the Zoning Regulations allow two-family dwellings in the "M-1" Two-Family District through the "M-4" Multi-Family District. A two-family dwelling refers to a twin home or duplex on one lot under single-ownership. The Planning Department suggests adding a single-family attached dwelling as a permitted use in these same "M" Districts. The definition for this proposed use already exists in our Zoning Regulations and means a single-family home attached to another single-family home, via a common wall located along the common property line, with each home being on its own lot. The side yard setbacks in these "M" Districts would also be modified so that no setback is required along the common wall. Professional offices would be added as permitted uses in the "MS-1" Medical Service District.

November 21, 2011
Agenda Item # F-1

Recommendation: Planning staff recommends **APPROVAL** of the attached ordinance amending numerous portions of our Zoning Regulations.

Enclosure: Previous staff report for 9-26-11 Policy Meeting
Proposed ordinance

Adult Care Homes – ACZR11/13

September 26, 2011 Planning Commission Policy Meeting

Purpose: The purpose of this agenda item is to:

1. consider potential Zone Code amendments to more closely fit State of Kansas adult care homes with the City's Zoning Regulations; and,
2. to determine whether to amend the Zoning Regulations to allow a certain amount of medical care to be provided in the single-family residential zoning districts.

This issue arose when neighbors submitted a complaint about a "home health care" facility that began operation in a single-family neighborhood. This was a home providing nursing care with non-resident staff to eight non-related residents of the home. This type of use currently does not fit within the City's single-family residential zoning districts.

Kansas State Statutes: Kansas State Statutes require that all adult care homes be licensed through the Kansas Department on Aging. Kansas State Statute 39-923 defines seven adult care facilities with overnight residency and these are shown below in the order of increasing land use intensity:

1. Boarding care home
2. Home plus
3. Residential health care facility
4. Assisted living facility
5. Intermediate care facility for the mentally retarded
6. Nursing facility
7. Nursing facility for mental health

Summaries for the State's seven types of adult care homes are shown on the left-hand side of the first 11" x 17" attachment. In the left column these seven types are numbered and these numbers are carried on throughout the other attachments including the Adult Care Homes Matrix.

On the right-hand side of this first attachment there are columns showing how the State of Kansas' seven adult care facilities terms align currently with only two existing defined terms within the City's zoning regulations (see center column). Item #1 correlates well between the Kansas' "boarding care home" and Topeka's "residential care facility". However, Topeka only has one definition "medical care facility" that currently aligns with six different facilities from Kansas (Items #2-7). Trying to utilize one Topeka definition to align with six Kansas' definitions makes it difficult to accurately match-up and is the basis for this report.

Background: The Planning Commission previously discussed this at their July 25, 2011 meeting and directed staff to research other Kansas communities zoning regulations regarding adult care homes, explain how the Kansas adult care homes definitions align with the Topeka definitions, and to show the applicable Topeka terms on a land use matrix. The other Kansas

communities tended to have definitions for both an "adult living facility" (which Topeka does not have) and another for "nursing home" and/or "nursing facility", which are similar to our "medical care facility".

The Planning staff has additionally driven by all six of the Kansas approved home plus facilities in Topeka to view how they fit in their respective neighborhoods. Somewhat surprisingly, they were generally difficult to distinguish from the other neighborhood homes. Since they only had about one car in each driveway it was obvious that nearly all the residents receiving care did not have vehicles and traffic coming and going appeared to be not much different from other single-family homes.

Recommendation: Planning staff recommends that the Planning Commission consider the following changes to update Topeka's zoning standards relating to adult care homes.

1. Add a two-tiered definition that aligns with Kansas' "home plus" definition but with a somewhat different name and definition. We suggest "home care, type I" which would allow up to eight residents receiving care and be allowed as permitted uses in all residential districts and a "home care, type II which would allow up to twelve residents receiving care and generally be allowed as a permitted use in the "M-2" to "M-4" Multiple-Family Districts and as conditional uses in other residential districts. (See the second 11" x 17" attachment that shows Topeka's proposed definitions on the left-hand side of the page and the Adult Care Homes Matrix on the right-hand side of the page.)
2. Create a new definition for "assisted living facility" that would align with both Kansas' Item # 3 "residential health care facility" and Item #4 "assisted living facility". Generally allow Assisted Living Facility as a permitted use in the "O&I" Office and Institutional Districts and "M-2" through "M-4" Multi-Family Districts. Also, generally allow it as a conditional use in the remaining residential districts and "X" Mixed Use Districts.
3. Modify Topeka's existing definition for "medical care facility, type II" so it aligns better with Kansas' Items #5 "intermediate care facility for the mentally retarded", Item #6 "nursing facility", and Item #7 "nursing facility for mental health". Changes are not proposed for altering the zoning districts where "medical care facility, type II" are currently allowed as permitted uses or as conditional uses.

If the Planning Commission concurs with these recommendations a public hearing will be scheduled for the November 21st Planning Commission meeting.

Prepared by: Bill Hoover, AICP
Planner III

ADULT CARE HOMES - SUMMARY FROM KANSAS STATE STATUTES

August 26, 2011

The following facilities are all Adult Care Homes and are required to be licensed by the State of Kansas, Secretary of Aging. They are shown from the facility having the least land use intensity to those with the most land use intensity and the Matrix Numbers refer to the Adult Care Homes Matrix.

Item #	State of Kansas Terms
1	**Boarding care home** - operating 24 hours a day, 7 days a week, caring for up to 10 individuals unrelated to administrator/owner who due to functional impairment, need supervision of activities of daily living but who are ambulatory and essentially capable of managing their own care and affairs.
2	**Home plus** - caring for up to 12 individuals unrelated to operator/owner who due to functional impairment, needs personal care and may need supervised nursing care to compensate for activities of daily living limitations. An adult care home may convert a portion of a single-wing of the facility for a 5-bed to 12-bed home plus facility, if it remains separate but contiguous from the adult care home.
3	**Residential health care facility** - caring for 6 or more individuals unrelated to administrator, operator or owner who by choice or due to functional impairments, may need personal care and may need supervised nursing care to compensate for activities of daily living limitations. The facility includes individual living units and provides or coordinates personal care or supervised nursing care available 24 hours, 7 days a week for the support of resident independence. Skilled nursing services are typically provided on an intermittent or limited term basis, or if limited in scope, a regular basis.
4	**Assisted living facility** – caring for 6 or more individuals unrelated to administrator, operator or owner who by choice or due to functional impairments, may need personal care and may need supervised nursing care to compensate for activities of daily living limitations. The facility includes apartments for residents and provides or coordinates a range of services including personal care or supervised nursing care available 24 hours a day, 7 days a week for the support of resident independence. Skilled nursing services are typically provided on an intermittent or limited term basis, or if limited in scope, a regular basis.
5	**Intermediate care facility for the mentally retarded** - operating 24 hours a day, 7 days a week caring for 6 or more individuals unrelated to administrator/owner who due to functional impairments caused by mental retardation or related conditions need services to compensate for activities of daily living limitations.
6	**Nursing facility** - operating 24 hours a day, 7 days a week, caring for 6 or more individuals unrelated to administrator/owner who due to functional impairments, need skilled nursing care to compensate for activities of daily living limitations.
7	**Nursing facility for mental health** - operating 24 hours a day, 7 days a week caring for 6 or more individuals unrelated to administrator/owner who due to functional impairments, need skilled nursing care and special mental health services to compensate for activities of daily living limitations.

ADULT CARE HOMES – ALIGNMENT BETWEEN KANSAS AND TOPEKA

August 26, 2011

(Facilities with the lowest intensity of use are listed at the top and increase in intensity heading towards the bottom of this page.)

Item Number*	State of Kansas Terms/ # of Care Receivers	Existing Topeka Terms/ # of Care Receivers	Proposed Topeka Terms/ # of Care Receivers
1	Boarding care home Up to 10 persons	Residential care facility Type I – up to 4 persons Type II – up to 10 persons	Residential care facility Type I – up to 4 persons Type II – up to 10 persons
2	Home plus Up to 12 persons	Medical care facility Type I – up to 2 persons Type II – at least 3 persons	Home Care** Type I** – up to 8 persons Type II** – up to 12 persons
3	Resid. health care facility At least 6 persons	Medical care facility Type II – at least 3 persons	Assisted living facility*** At least 6 persons
4	Assisted living facility At least 6 persons	Medical care facility Type II – at least 3 persons	Assisted living facility*** At least 6 persons
5	Intermediate care facility for the mentally retarded At least 6 persons	Medical care facility Type II – at least 3 persons	Medical care facility Type II – at least 3 persons
6	Nursing facility At least 6 persons	Medical care facility Type II – at least 3 persons	Medical care facility Type II – at least 3 persons
7	Nursing facility for mental health At least 6 persons	Medical care facility Type II – at least 3 persons	Medical care facility Type II – at least 3 persons

**On the attached Adult Care Homes Matrix this number shows which zoning districts allow the existing and proposed Topeka terms as a Permitted Use and/or Conditional Use.*

***New term similar to State's definition for Home Plus with Home Care, Type I limited to 8 persons receiving care and Home Care, Type II limited to 12 persons receiving care.*

****New term with one new definition covering both types of facilities, which are almost identical except Residential Health Care Facility has individual living units while Assisted Living Facility has apartments.*

ADULT CARE HOMES – EXISTING/PROPOSED TOPEKA DEFINITIONS

August 26, 2011

The following Topeka facilities align with Adult Care Homes licensed by the Kansas Department on Aging. They are shown from the facility having the least land use intensity to those with the most land use intensity and the Matrix Numbers refer to the Adult Care Homes Matrix.

Item #	Topeka Definitions (Proposed Changes shown by strikethroughs and Underlines)
1	**"Residential care facility, type I"** means a nonsecure dwelling building or portion thereof, and premises, operated and licensed in accordance with any and all applicable state and local requirements, functioning as one dwelling unit in which residential care for profit or not-for-profit is provided to children and/or adults unrelated by blood, adoption, or marriage to the caregivers, administrator or owner, on a 24-hour-a-day basis to a maximum of four persons.
1	**"Residential care facility, type II"** means a nonsecure dwelling building or portion thereof, and premises, operated and licensed in accordance with any and all applicable state and local requirements, functioning as one dwelling unit in which residential care for profit or not-for-profit is provided to children and/or adults unrelated by blood, adoption, or marriage to the caregivers, administrator or owner, on a 24-hour-a-day basis to a maximum of 10 persons.
2	**"Home care, type I"** means a dwelling or portion thereof, and premises, operated and licensed in accordance with any and all applicable state and local requirements, where caring on a 24-hour-a-day basis for up to 8 individuals unrelated to the operator/owner and who due to functional impairment, need personal care and may need supervised nursing care to compensate for activities of daily living limitations.
2	**"Home care, type II"** means a dwelling or portion thereof, and premises, operated and licensed in accordance with any and all applicable state and local requirements, where caring on a 24-hour-a-day basis for up to 12 individuals unrelated to the operator/owner and who due to functional impairment, need personal care and may need supervised nursing care to compensate for activities of daily living limitations.
3 - 4	**"Assisted living facility"** A facility caring for 6 or more individuals unrelated to the administrator, operator or owner who by choice or due to functional impairment, may need personal care and/or supervised nursing care to compensate for activities of daily living limitations. The facility includes individual living units or apartments for residents and provides or coordinates a range of services including personal care or supervised nursing care on a 24-hour-a-day basis for the support of resident independence. Skilled nursing services are typically provided on an intermittent or limited term basis, or if limited in scope, on a regular basis.
5 - 7	**"Medical care facility, type II"** means a dwelling ~~building~~ or portion thereof, and premises, operated and licensed in accordance with any and all applicable state and local requirements, ~~in which reception,~~ where accommodation, board, residential and personal care, nursing care (simple, supervised, or skilled) ~~and treatment for profit or not-for-profit~~, is provided to ~~three~~ 3 or more individuals who are not acutely ill and not in need of hospital care, but who may require nursing care and domiciliary care due to functional impairments typically caused by aging, mental retardation, or mental health issues; and who are unrelated by blood, adoption, or marriage to the caregivers, administrator or owner. Said facility may be staffed with licensed nursing personnel and other staff as required, and operated on a 24-hour-a-day basis.

Planning Department

Residential and Home Care Use Matrix - Updated 8-15-11

A = Allowed/Permitted Uses P = Provisional Uses C = Conditional Uses - = Not Allowed/Not Permitted *Specific Use Regulations (see Chapter 18.225 of Topeka Municipal Code) **See Special Guidelines within that Zoning District

Land Use Category	Description	Zoning Districts																																
RESIDENTIAL		RR1	R1	R2	R3	R4	M1	M1a	M2	M3	M4	O&I1	O&I2	O&I3	C1	C2	C3	C4	C5	I1	I2	U1	MS1	X1	X2	X3	D1	D2	D3	OS1
Detached Single-Family Dwelling	*dwelling designed for the purpose, use, & occupancy of one family*	A	A	A	A	-	A	A	A	A	-	-	-	-	-	-	-	-	-	-	-	-	A	A	A	A	A	A	A	A
Two-Family Dwelling	*structure on a single lot containing two dwelling units separated by an unpierced wall or ceiling*	-	-	-	-	-	A	A	A	A	-	-	-	-	-	-	-	-	-	-	-	-	A	A	A	A	A	A	A	-
Three-Family Dwelling	*structure on a single lot containing three dwelling units separated by unpierced walls or ceilings*	-	-	-	-	-	-	A	A	A	A	-	-	-	-	-	-	-	-	-	-	-	A	A	A	A	A	A	A	-
Four-Family Dwelling	*structure on a single lot containing four dwelling units separated by unpierced walls or ceilings*	-	-	-	-	-	-	A	A	A	A	-	-	-	-	-	-	-	-	-	-	-	A	A	A	A	A	A	A	-
Multiple-Family Dwelling	*residence intended to be occupied by three or more families living independent of each other*	-	-	-	-	-	-	A	A	A	A	-	-	-	-	-	-	-	-	-	-	-	A	C	C	A	A	A	A	-
Community Living Facility, type I	*dwelling operation for short-term residential care providing assistance to recipients to improve living skills*	-	-	-	-	-	-	-	-	C	C	-	A	A	-	A	A	A	A	-	-	-	A	-	-	-	A	-	-	-
Community Living Facility, type II	*dwelling operation for residential care providing an intermediate & primary treatment setting*	-	-	-	-	-	-	-	-	-	-	-	C	A	-	A	A	A	A	-	-	-	C	-	-	-	A	-	-	-
Correctional Placement Residence or Facility General*	*residential/rehabilitation facility occupied by more than 15 individuals*	-	-	-	-	-	-	-	-	C	C	-	C	C	-	_	C	C	-	C	C	-	C	-	_	-	-	-	-	-
Correctional Placement Residence or Facility Limited*	*residential/rehabilitation facility occupied by three to 15 individuals*	-	-	-	-	-	-	-	C	C	C	C	C	C	-	-	-	-	-	-	-	-	C	-	C	-	_	-	-	-
Group Home	*licensed dwelling for no more than ten persons, including eight or fewer with disability and no more than two staff*	A	A	A	A	A	A	A	A	A	-	-	-	-	-	-	-	-	-	-	-	-	A	A	C	C	A	A	A	-
Group Residence General*	*dwelling occupied by 9 to 15 persons, with more than eight with a disability*	C	-	-	-	-	-	-	C	C	A	_	C	-	-	-	-	-	-	-	-	-	A	-	-	-	-	-	-	-
Group Residence Limited*	*dwelling occupied by no more than 10 persons, with a maximum 8 with a disability & maximum 2 staff residents*	C	C	C	C	C	C	C	A	A	A	C	C	-	-	-	-	-	-	-	-	-	A	C	-	-	-	-	-	-
Residential Care Facility, type I	*nonsecure dwelling in which residential care is provided to children &/or adults on a 24-hour basis for up to four persons*	A	A	A	A	A	A	A	_	-	-	-	-	-	-	-	-	-	-	-	-	-	-	A	C	C	A	C	-	-
Residential Care Facility, type II	*nonsecure dwelling in which residential care is provided to children &/or adults on a 24-hour basis for up to ten persons*	-	-	-	-	-	-	-	A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	A	C	-	-
Residential Care Facility, type III	*nonsecure dwelling in which residential care is provided to children &/or adults on a 24-hour basis*	-	-	-	-	-	-	-	C	A	A	-	-	-	-	-	-	-	-	-	-	-	A	-	-	-	-	-	-	-
Medical Care Facility, type I	*dwelling for the personal nursing care & treatment for up to 2 persons*	A	A	A	A	A	A	A	A	A	A	-	-	-	-	-	-	-	-	-	-	-	A	-	-	-	-	-	-	-
Medical Care Facility, type II	*dwelling for the personal nursing care & treatment for more than 3 persons*	_	_	_	_	_	_	_	C	C	C	C	A	A	-	A	A	A	A	A	A	_	A	-	-	-	A	-	-	-

CITY OF TOPEKA City Attorney's Office

Catherine A. Walter, Acting City Attorney
City Hall, 215 SE 7th St., Room 353
Topeka, KS 66603-3914
www.topeka.org

Shelly Starr, Chief of Litigation
E-mail: sstarr@topeka.org
Tel.: (785) 368-3883
Fax: (785) 368-3901

August 4, 2011

Vern Jarboe
Sloan, Eisenbarth, Glassman, McEntire & Jarboe, LLC
1000 Bank of America Tower
534 S Kansas Ave, Suite 1000
Topeka, KS 66603

Re: *Betty Carswell v. City of Topeka,* Case No. 11-C-669

Dear Mr. Jarboe:

In light of the fact that the Planning Commission may recommend amendments that would specifically allow "home plus" facilities to operate in R-1 districts, I understand that you are agreeable to putting this litigation "on hold" until the Planning Commission has an opportunity to consider the matter and recommend amendments to the governing body.

In the meanwhile, as long as Mrs. Carswell does not expand her facility, the City will not enforce Violation Notice No. 2011012(G) nor will it issue any citations on the basis that she is operating a medical care facility II in a district zoned R-1. Should the Planning Commission decide against recommending amendments to the Zoning Code to permit "home plus" facilities in R-1 districts or if the governing body rejects those amendments, then this litigation will continue. If this is not your understanding, let me know.

Sincerely,

Shelly Starr
Chief of Litigation

SS/vry

cc: Gaylene Epke, Zoning Inspector
David Thurbon, Planning Director

MINUTES
TOPEKA PLANNING COMMISSION - POLICY
Monday, July 25, 2011
Holliday Building, 620 SE Madison, 1st floor Holliday Conference Room

Home Care Facilities in Residential Districts

David Thurbon stated he wanted to discuss this subject with the Planning commission. He said this subject comes up at least once a year. As our population ages these types of homes will become more prevalent.

Mr. Thurbon introduced Al Gutierrez and Vera VanBruggen from the Kansas Department of Aging. He stated the Department of Aging issues the licenses for these homes and they are here to help explain the concept.

Mr. Thurbon stated in the information packet there is a definition of Home Care Plus as defined by the state. Also included are the current code definitions for the City of Topeka. He stated our main focus will be the homes in residential districts. Staff has looked at group homes throughout the years. The items highlighted in red what is allowed by right in R-1 district.

Mr. Thurbon read the Home Plus definition. He stated the staff does not live in the home. They come and go regularly. He said there are some licensed homes in the Topeka area. Mr. Gutierrez added there are six in the Topeka area. Mr. Thurbon said we received a call from a neighbor of one of the homes. Upon further investigation it was found to be a Home Care Plus facility. Staff thinks it is best defined in the current code as a medical care facility. The break seems to be where there is nursing/medical type staff coming to the house. In the current code they are allowed 8 non related people but the staff lives there. The house functions as a single house facility/family. Mr. Thurbon stated once there is medical care staff coming and going it should be bumped up to a medical care facility. Mr. Thurbon summarized the other care facilities and their definitions which are listed in the information packet.
Mr. Thurbon stated once the Home Care Plus homes are discovered they are sent a violation notice letting them know the use isn't allowed in the zoning district they are in.

Mr. Thurbon stated this would not be a problem if zoning was check prior to the houses being converted the Home Care Plus concept. He passed out a copy of a state form used for Alcoholic Beverage Control Licensing. He said this form is used to be sure alcohol can be sold at a specific location according the zoning of the property. There is an area for our staff to sign stating the property is zoned appropriately for sale/consumption of alcoholic beverages. He suggested having a similar form for the Home Care Plus licensing so zoning can be check to insure compliance.

Mr. Thurbon stated these homes are not cheap to bring up to standards and before any enforcement action is taken we would like to see what the Planning Commission would like to do. He said an option is to amend the code to help better fit this type of home.

Mike Lackey asked how long the code definitions have been in the zoning regulations?

Gaylene Epke stated the definitions had not been revised for at least 22 years.

Mr. Gutierrez passed out a map showing the location of the Home Care Plus facilities in Kansas.

Brett Klausman asked what the zoning is for the existing homes?
Ms. Epke replied:
North - R-1 Single Family
Gage between Huntoon and 21st Street – R-1 Single Family
1902 SW Lane – R-1 Single Family
On Front Street by 6th Avenue – M-1 Two Family Dwelling District
2813 SW Mulvane – R-1 Single Family
Near Fairlawn between Huntoon and 21st Street – R-1 Single Family Dwelling District

Mr. Thurbon added the one up north appealed the Board of Zoning Appeals decision to District Court.

Peter Hancock asked if Home Care Plus is new to the industry? Ms. VanBruggen replied these types of homes have been around since the 60's but the name has change throughout the years. The maximum capacity is 12. Mr. Hancock stated these are usually larger homes retrofitted or new built. Ms. VanBruggen replied the homes are usually in the middle of a neighborhood in a traditional family dwelling which doesn't need much work to make it care plus. The goal is to keep the look and feel of a neighborhood home as much as possible. Mr. Hancock asked what about parking for all the people coming and going? Also what about ambulance/fire assistance? Ms. VanBruggen stated most have enough parking because residents usually do not drive. She said the number of staff depends on the level of care the residents need.

Junie Ewing asked at what level does this take away from the single family feel? This is putting a business in the middle of a neighborhood. Mr. Thurbon stated that is the whole issue, where is the line. How do we fit the aging and still keep the single family ambiance?
Rich Beardmore asked what the age is of the residents? Ms. VanBruggen replied they have to be 16 years and older. She said most residents are over 60 years old. She said these homes help our elders still be part of the community rather than institutionalize them.

Mr. Lackey asked where does staff park if there is 1-4 staff members? Mr. Thurbon replied that is the distinction we need to make. It could be on the street. Mr. Lackey said taking neighborhood parking is a concern. There were several owners of Home Care Plus homes in the audience that stated they have on-site parking. One of the owners said the only time parking becomes an issues is when a whole family is at the house for a death of their loved one. All owners said they haven't had any problems with emergency vehicle access. A lady in the audience stated these homes do not hold loud parties and are part of the community. Many are located near churches, parks and schools. All said they provide good personal care and it allows the residents to enjoy life in the neighborhood. A comment was made that this is no different than a large family with multiple cars.

Mr. Hancock said this concept puts of putting a lot of people in a single family home is questionable. The staff is what will generate the cars.

Mary Feighny said the Department of Aging regulates the adult care homes. The state definitions do not line up with ours. She suggested the city use the statutory definition of the homes and then determines what the zoning should be.

Mr. Lackey said his first impressing is he wouldn't want to live next to one of these homes but that he would rather live near this than a half-way house. The main issue is the people coming and going.

Mr. Thurbon said the number of people living in one facility can't be limited. Our code says no more than five unrelated people can live together unless they meet one of the other definitions. The main question is do they function as a single family unit? Mr. Lackey said he thinks the code is contradictory. Mr. Hancock said there are many of the homes that are not licensed and don't have the professional staff coming and going. Mr. Hancock said he thinks the definition should be in the code. Mr. Thurbon stated we were trying to make our definitions generic to help fit in new items and name changes.

Ms. Ewing said Ms. Feighny had a good point. She added it may be a good idea to have the codes line up to avoid lawsuits later. Ms. Feighny pointed out there is a lawsuit on its way to District Court and both the city and state definitions will be looked at.

Mr. Klausman asked for explanation of the current lawsuit. Ms. Epke said she had a complaint of cars coming and going a lot. She said upon investigation there are 3 staff members which rotate on 8 hour shifts. Mr. Klausman asked if there is on-site parking? Ms. Epke said there was adequate on-site parking.

Mr. Thurbon said state regulations for these homes increased the number of residents from 8 to 12. That type of change would be a problem if we get too specific in our code. Mr. Lackey asked if the state codes trump the city cods? Mr. Thurbon replied, no.
Ms. VanBruggen said the facilities are inspected every nine to fifteen months. There is a complaint hotline as well. She said we like to see the elderly stay in the neighborhood rather than in institutions. They have a better quality of life if they get to stay in the neighborhood.

Mr. Lackey asked what is the criterion to get licensed? Ms. VanBruggen replied there are physical requirements; they have to declare the type of care and have a statement of operation. Mr. Hancock asked if they have to check with the zoning department? Ms. VanBruggen said they applicants are told they have to meet all city and county regulations.

A lady in the audience stated she is licensed for three residents. One resident just loves this place and the other two are home bound. They all have a great time together. She suggested staff check with Wichita to see how their code is written since there are more than 20 Home Care Plus Homes in that area. She added she didn't even know this was a problem until now. She also added she loves being an operator of the home.

Another lady in the audience stated each resident has to have certain amount of square footage. We have criteria for people getting admitted to the home. It is personal care. She said she has a 98 year old resident that is very alert but can't live at home anymore. She wanted a small loving home with someone there 24 hours a day. She wants safety and

security. The value of the surrounding properties has not been affected. This type of home is no different than a day care. Everything is kept very clean. Older people like order in their environment. She said she likes to care for the elderly because it helps them live every day with quality and joy. She said her home is for 18 years and older.

Mr. Gutierrez said most of the homes are located in Johnson County. He said he does all the inspections of the homes. He said parking doesn't seem to be an issue because most of the homes have a driveway/circle drive so we don't seem to have a problem with on street parking.

A gentleman in the audience said he has a large extended family in his home. They don't pay but they do have medical staff coming. It is not a business. Mr. Lackey said that is a good point. He said he doesn't think the code is consistent with any large family populated homes. He requested a matrix be created to help make a distinction of what is allowed in what.

Mr. Klausman stated from three to twelve residents will increase the number of staff needed. He said probably 90% of the residents that live in these homes don't drive. He said neighbors of these homes probably wouldn't even know they are there unless they are very nosey. Traffic flow isn't that much and staff on 12 hour shifts isn't going to generate much more than a family with teenage drivers. This use is much less disruptive than a day care.

Mr. Lackey stated if the only distinction is traffic I don't think it is that big of a deal.

Mr. Klausman added maybe there should be a threshold of how many residents are in a home before the owner has to go up in zoning district classification.

The operators of the homes in the audience were asked how many residents each of them is licensed for. One had a limit of 3, one had a limit of 6 and three homes had a limit of 8 residents.

Mr. Klausman asked all operators if they will bump their numbers to twelve since that is the limit? None of them said they would. One comment made stated moving to twelve people would take away from the homey feel.

Mr. Klausman stated a new home coming in Topeka would go for twelve residents. The group agreed the square footage requirement would limit that. For twelve residents the house has to be over 6,000 square feet.

Mr. Gutierrez said the change to allow twelve residents just went into effect on July 12th.

Mr. Thurbon asked the operators if they live in the homes? One of the gentlemen in the audience replied he doesn't live there but is there all the time taking care of the patients. He said he cooks, cleans, does laundry, etc. He said he doesn't get to go home much. One lady said its family. Someone said it is very hard when a resident passes away. Owning one of these homes is a lifestyle choice. The clients are part of our family.

Mr. Hancock asked where is the limit when it becomes too much for a single family dwelling setting? Should these properties be in M-1 or M-2 zoning? Having eight adults living in a house it could be an apartment. Mr. Klausman stated that is all spelled out by the state for

square footage requirements. Mr. Gutierrez stated for a home plus there is no room size requirement. But if there are two residents in a room there has to be so much distance between beds, etc. He said there are size requirements for the bathrooms. We do have requirements for bathroom. He said one to five residents the home must have 1 bathroom, five to eleven there must be two bathrooms and twelve there must be at least three. Mr. Lackey said a large family of fourteen might be zoned out in Topeka.

One of the ladies in the audience said she checked on zoning for her property and was approved for eight residents. She said communication is very important.

Mr. Lackey asked staff to put together a list of the group homes/medical care facilities and what is allowed in all zoning districts. I am having trouble why we can't allow more than two individuals in R-1 zoning if they require medical attention but we allow 12 in a group home, it doesn't add up.

Mr. Klausman asked what is the maximum number of children in a home daycare? Ms. Epke replied twelve in R-1 District and it can be children or adults. Mr. Klausman said the only difference between daycare and home care is the residents live there. He added this would be less traffic than a daycare. Ms. Epke agreed.

Mr. Hoover asked for clarification on the matrix Mr. Lackey requested. He said would you like it categorized from least to most intense. Mr. Lackey replied yes. Mr. Hoover said a daycare would be pretty intense. Mr. Klausman said the Home Care Plus homes are less likely to pop up all over town. Unless you have private paid folks it won't be very equitable. There will be more day cares than Home Care Plus.

Mr. Lackey said he would like the matrix show what Ms. Feighny was referring to about definitions. Show the plus and minus of that. He said he would like to solicit more public comment and get some of the people in the R-1 neighborhoods in to have some input. So we have a fair hearing on the subject. He asked the owners in the audience to bring their neighbors. Mr. Klausman agreed it is important to have public input. The more you can do to talk to your neighbors the better to help them understand what the process is.
Mr. Hoover suggested asking neighbors for written comments if they can't attend the next meeting.

Mr. Hancock said he likes the suggestion of a matrix. There are some inconsistencies in the current code. He said he can't understand why allow 10 people in a home in a certain circumstance but not in others.

Mr. Thurbon said keep in mind intensity is important but drawing the line where it stops being a home based type care. That is the challenge. Mr. Lackey said we need to protect the integrity of the neighborhood.

All of the operators of the homes in the audience invited the commissioners to come visit their homes and see how they operate.

Ms. Ewing stated to the audience we value what you do, that is not what is in question at all. You are providing an essentially duty for the community.

One of the ladies in the audience said thank you for allowing us to speak. We offer a lot more to seniors than most of the rest of the country.

Mr. Thurbon thanked the representatives from the Department of Aging for attending.

MINUTES
TOPEKA PLANNING COMMISSION - POLICY
Monday, September 26, 2011
Holliday Building, 620 SE Madison, 1st floor Holliday Conference Room

Amendments relating to home care facilities (ACZR11/13)

David Thurbon said Bill Hoover did the research and created the code amendment along with staff's recommendation for this item.

Bill Hoover said the members of the audience from the previous meeting received copies of the information you have before you tonight. He said the regulations were revised to line up better with state statutes. He said we are proposing two additional home care facilities. Type I would allow up to eight residents and be allowed as a permitted use in all residential districts. Type II would allow up to twelve residents and generally is allowed as a permitted use in the "M-2" to "M-4" Multiple-Family Districts and with a conditional use in other residential districts. He also stated the assisted living facility would be allowed as a permitted use in "O&I-1" Office and Institutional and District, "M-2" to "M-4" Multiple-Family Districts and with a conditional use in "X" Mixed Use Districts and other residential districts.

Mr. Hoover stated the definition for medical care facility has been reworded to line up with the state's definition. He added the intensity is going up for all. Mr. Hoover said he went by all the existing homes and it was difficult to tell where they were because they blend in well with the neighborhood. He added any with more than eight residents will require higher intensity zoning or a conditional use permit.

Mike Lackey asked how will all existing homes fit into this amendment? Mr. Hoover replied they all have eight or less residents so they will be allowed by right. Mr. Hoover stated if the commission is okay with this we can get it on the November agenda for public hearing. Mr. Thurbon said we will have to work with legal to draft an ordinance so it may be December before it goes to public hearing.

Mary Feighny stated Ms. Carswell's facility would be a Type I. Would it be allowed by right? Gaylene Epke replied, yes, she only has six residents.

Mr. Thurbon said there is no vote necessary for this item.

Minutes of the
Topeka Planning Commission
Monday, November 21, 2011 @ 6pm

ACZR11/13 Adult care homes and single-family attached dwellings amending Section 18.55.010 to add a definition for assisted living facility, Section 18.55.080 to add definitions for home care, type I and home care, type II, Section 18.55.130 to modify the definition for medical care facility, type II; and by adding these four definitions as permitted uses and conditional uses in numerous zoning districts. Additionally, single-family attached dwellings are being added as permitted uses in the two-family, most multi-family, and the medical service zoning districts. Professional offices are also being added to the medical service zoning district as permitted uses. All of these amendments are within the **Zoning Regulations** of the Topeka Municipal Code. Bill Hoover summarized the amendment.

Discussion by members:

Peter Hancock said there are references to residential care facility type II on page 21 but I don't see a definition for that. Mr. Hoover stated that definition already exists and is a permitted use. Mr. Hoover read the definition: "A residential care facility type II means a non-secure dwelling building or portion thereof, and premises, operated and licensed in accordance with any and all applicable state and local requirements, functioning as one dwelling unit in which residential care for profit or not-for-profit is provided to children and/or adults unrelated by blood, adoption, or marriage to the caregivers, administrator or owner, on a 24-hour-a-day basis to a maximum of 10 persons." Mr. Thurbon added the difference between a type I and II is an increase in the number of people being cared for.

Mr. Hancock asked what the difference is between residential care and home care? Mr. Hoover replied home care allows for some nursing care whereas residential care is simply clothing and bathing assistance.

No one spoke in favor or in opposition to the request.

Lee Williams moved approval as written by staff, seconded by Brett Klausman. **APPROVAL. (9-0-0)**

DRAFT

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 23, 2011

Back Print

DATE:	**December 20, 2011**		
CONTACT PERSON:	**David Thurbon**	**DOCUMENT #:**	**Z11/22**
SECOND PARTY/SUBJECT:	**Topeka Planning Commission**	**PROJECT #:**	**N/A**
CATEGORY/SUBCATEGORY	**014 Ordinances – Non-Codified / 007 Zoning**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), by providing for certain changes in zoning on property located at 1526 and 1530 SW Topeka Boulevard from "E" Multiple Family Dwelling District TO "O&I-2" Office and Institutional District. First Reading.*(Z11/22) (Council District No. 1)*

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

(Approval would allow the vacant property to be reclassified from its out-dated zoning district to a new zoning district that coincides with the surrounding area and is in conformance to the City's future land use plans.)

POLICY ISSUE:

The Planning Department and Planning Commission are in the process of eliminating the outdated "E" Multiple Family Dwelling District and rezoning properties still having that zoning classification and this property falls into that category.

The proposal is consistent with the land use policies and principles of the Comprehensive Plan.

STAFF RECOMMENDATION:

The Topeka Planning Commission recommended the proposal be **APPROVED** by a vote of **9-0-0** at their **November 21, 2011** meeting as referenced in the attached minutes. Planning Department Staff recommended this request be **APPROVED.**

BACKGROUND:

- See staff report
- Governing Body options:
- Adopt the recommendation of the Planning Commission by ordinance by a majority (6 votes) of the Governing Body;
- Override the recommendation of the Planning Commission by a two-thirds majority (7 votes) of the Governing Body; or
- Return the recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove by a majority (6 votes) of the Governing Body.

BUDGETARY IMPACT:

N/A

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

staff report

ordinance

aerial map

zoning map

Planning Commission Minutes

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Daniel R. Stanley, Interim City Manager amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), by providing for certain changes in zoning on property located at 1526 and 1530 SW Topeka Boulevard from "E" Multiple Family Dwelling District **TO** "O&I-2" Office and Institutional District. **(Z11/22) (Council District No. 1)**

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

Section 1. That the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), be and the same is hereby amended, by reclassifying the follow described property:

The south 10 feet of Lot 574, all of Lot 576, and the north 3'4" of Lot 578 and the south 21' 8" of Lot 578 and the north 15' 10" of Lot 580, all on Topeka Avenue, Orchard Place Addition to the City of Topeka, Shawnee County, Kansas

from "E" Multiple Family Dwelling District **TO** "O&I-2" Office and Institutional District.

Section 2. This Ordinance Number shall be fixed upon the "District Map".

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby 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.

PASSED AND APPROVED by the Governing Body of the City of Topeka, _____, 2011.

_____
William W. Bunten, Mayor

ATTEST:

_____
Brenda Younger, City Clerk

To Be Codified _____

Not To Be Codified ___X___

November 21, 2011
Agenda Item # E-3

ZONING REPORT

CITY OF TOPEKA PLANNING DEPARTMENT

CASE NO: Z11/22 **by: Topeka Planning Commission**

PROPOSAL: Zone change from "E" Multiple-Family Dwelling District **TO** "O&I-2" Office and Institutional District.

LOCATION: 1526 and 1530 SW Topeka Blvd

PRESENT USE: Vacant (together the parcels equal approximately 11, 761 sq. ft.)

PROPOSED USE: It is the intent of the Planning Department to eventually eliminate the outdated "E" Multiple-Family Dwelling District classification. This rezoning action will make the zoning of these properties consistent with the surrounding area and in conformance to the Comprehensive Plan.

BACKGROUND: Prior to 1992, the "E" Multiple-Family Dwelling District was a standard zoning classification within the City zoning code. In 1992, a new zoning code was adopted which allowed undeveloped "E" zoned properties to convert to either "M-3" Multiple-Family Dwelling District or "O&I-2" Office & Institutional District based upon land use of a requested building permit for a period of ten years following adoption of the new code. The subject property never converted to one of these districts during this time period since it remained vacant, which leaves the property still zoned "E" since a conversion to one of the new districts needed to occur within this ten year time period. The Topeka Planning Commission directed staff to study, make recommendations, and set public hearings (as necessary) for all remaining "E" zoned properties at its April 18, 2011 public hearing with the intent to eventually eliminate the "E" District. The property owners have been notified and have not expressed any opposition to the zone change.

CHARACTER OF NEIGHBORHOOD: The subject properties are located along SW Topeka Blvd in an area that is transitioning to primarily an office area. Existing single-family residences still lie directly to the south and across from the property, on the west side of Topeka Blvd

ZONING CLASSIFICATION AND USE OF SURROUNDING PROPERTIES:

	ZONING CLASSIFICATION	PRESENT LAND USE
North:	"O&I-2" Office & Institutional District	Office (Same ownership)
South:	"M-3" Multiple-Family Dwelling District	Single-family residence
East:	"M-2" Multiple-Family Dwelling District	Single-family residence
West:	"O&I-2" Office & Institutional District	Office
	"M-2" Multiple-Family Dwelling District	Single-family residence

LENGTH OF TIME PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER PRESENT CLASSIFICATION: The subject property has remained zoned "E" Multiple Family Dwelling District since 1964, when it was rezoned from "D" Multiple-Family Dwelling District (converted to "M-2" in 1992) to allow for the future development of Topeka Blvd. for primarily office uses.

SUITABILITY OF PROPERTY FOR USES TO WHICH IT HAS BEEN RESTRICTED: The subject property is no longer suitable as presently restricted for "E" Multiple-Family Dwelling District, as this is an outdated zoning classification that should have converted in 1992 to "O&I-2" as did surrounding properties developed as offices at that time. The property is more suitable for the "O&I-2" District than as presently restricted for "E", as this rezoning is merely intended to bring the property's zoning up-to-date with current code. The "O&I-2" District would accommodate either the expansion of the office to the north or allow for a new office building to be built on these properties. The property is no longer suitable as presently restricted for residential uses, as there is a clear trend towards the development of offices along Topeka Blvd and this zoning assists in implementing the City's Comprehensive Plan.

CONFORMANCE TO COMPREHENSIVE PLAN: The adopted neighborhood plan for the Central Park neighborhood designates the west side of Topeka Blvd for office uses. These properties are on the east side of Topeka Blvd, where there is no adopted neighborhood plan. However, the pattern of existing development along SW Topeka Blvd has seen a trend, over time, towards the conversion of residential buildings into offices and the development of new office buildings along the frontage of Topeka Blvd rather than residential. Accepted planning principles dictate that established patterns of land use should be recognized as a basic factor that which strongly influence rezoning decisions. Therefore, the rezoning action is in conformance with the Comprehensive Plan.

THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES: Removal of the present restrictions should have no significant detrimental effect upon nearby properties as it will bring the zoning classifications of the properties up-to-date with the current zoning code, as well as, make its zoning consistent with the predominant pattern of land uses fronting on Topeka Blvd. There is one single-family residence located directly to the south. However, as the "O&I-2" District would allow uses consistent with the City's adopted plans and is consistent with pattern of development along Topeka Blvd., staff believes that there would be no long-term detrimental effect upon nearby properties by removal of the present restrictions for residential uses to allow the property to develop for offices in the future.

THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE OWNER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNER: There appears to be no hardship imposed upon the individual landowner by rezoning the properties to the "O&I-2" District, as the present zoning action is merely intended to give the property an up-to-date zoning classification, make its zoning consistent with adjoining properties and assist in implementing adopted future land use plans for this area. The zoning is consistent with the landowner's adjoining property to the north, which currently already has an office building located upon it. The relative gain to the public health, safety and welfare is significant since the zoning assists in implementing future land use policies of the Comprehensive Plan that designate this segment of Topeka Blvd for office uses.

AVAILABILITY OF PUBLIC SERVICES: All essential public utilities, services and facilities are presently available to this area.

COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS:

Minimum Lot Area: Each property by itself will not meet the required minimum lot area in the "O&I-2" District (7, 500 sq. ft.), since they are each only 5,706 sq. ft. and 6,142 sq. ft. However, when the two separate lots are combined under one owner as a zoning lot, the property is nearly 12,000 sq. ft. Based upon the pattern of land uses along Topeka Blvd, staff believes it is more realistic that the two lots will develop together for a single office building.

Setbacks: **Compliant –** Vacant

Platting: **Compliant** – Platted as the South 10' of Lot 574, all of Lot 576, and the north 3 1/3' of Lot 578 South 21 2/3' of Lot 578 and the north 15 5/6' of Lot 580, Orchard Place Addition Subdivision

CONCERNS OF STAFF AND REVIEWING AGENCIES: This request was submitted to all applicable reviewing agency staff for consideration and comment. No issues or concerns were expressed by reviewing staff.

ADDITIONAL FACTORS:

1. Neighborhood Improvement Association: N/A
2. Capitol Area Plaza Authority: N/A
3. Flood Hazard Area: N/A
4. Airport Hazard Area: N/A
5. Historic Properties: There are no historic properties within 500 ft.

STAFF RECOMMENDATION: Based upon the above findings and analysis, staff recommends **APPROVAL** of this proposal.

Prepared by:
Annie Driver,
Planner II



Z11/22 by: Topeka Planning Commission

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S

City of Topeka Planning Department



Z11/22 by: Topeka Planning Commission

City of Topeka Planning Department

Minutes of the
Topeka Planning Commission
Monday, November 21, 2011 @ 6pm

Mike Lackey asked if E-3 through E-6 could be reviewed together since they are all the same type of rezoning and in the same area of town? David Thurbon said he will have staff keep it brief. Mr. Thurbon added these are the last of the "E" District cases and all property owners are in agreement.

Z11/22 by the Topeka Planning Commission requesting to amend the District Zoning Classification from "E" Multiple Family Dwelling District **TO** "O&I-2" Office and Institutional District on property located at 1526 and 1530 SW Topeka Boulevard. **(Driver)** Annie Driver summarized the staff report.

No one spoke in favor or in opposition to the request.

Brett Klausman moved approval, seconded by Richard Beardmore. **APPROVAL. (9-0-0)**

DRAFT

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 23, 2011

DATE:	**December 20, 2011**		
CONTACT PERSON:	**David Thurbon**	**DOCUMENT #:**	**N/A**
SECOND PARTY/SUBJECT:	**Topeka Planning Commission**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**014 Ordinances – Non-Codified / 007 Zoning**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), by providing for certain changes in zoning on property located at 1607 SW Topeka Boulevard from "E" Multiple Family Dwelling District TO "O&I-2" Office and Institutional District. First Reading.*(Z11/23) (Council District No. 1)*

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

(Approval would allow the vacant property to be reclassified from its out-dated zoning district to a new zoning district that coincides with the surrounding area and is in conformance to the City's future land use plans.)

POLICY ISSUE:

The Planning Department and Planning Commission are in the process of eliminating the outdated "E" Multiple Family Dwelling District and rezoning properties still having that zoning classification and this property falls into that category.

The proposal is consistent with the land use policies and principles of the the Central Park Neighborhood Plan.

STAFF RECOMMENDATION:

The Topeka Planning Commission recommended the proposal be **APPROVED** by a vote of **9-0-0** at their **November 21, 2011** meeting as referenced in the attached minutes. The Planning Department recommended the proposal be **APPROVED** as referenced in the attached staff report.

BACKGROUND:

- See staff report
- Governing Body options:
- Adopt the recommendation of the Planning Commission by ordinance by a majority (6 votes) of the Governing Body;
- Override the recommendation of the Planning Commission by a two-thirds majority (7 votes) of the Governing Body; or
- Return the recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove by a majority (6 votes) of the Governing Body.

BUDGETARY IMPACT:

N/A

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

Ordinance

staff report

aerial map

zoning map

Planning Commission Minutes

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Daniel R. Stanley, Interim City Manager amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), by providing for certain changes in zoning on property located at 1607 SW Topeka Boulevard from "E" Multiple Family Dwelling District **TO** "O&I-2" Office and Institutional District. **(Z11/23) (Council District No. 1)**

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

Section 1. That the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), be and the same is hereby amended, by reclassifying the follow described property:

Lot 65 and the north ½ of Lot 67, Topeka Boulevard, Douthitt Place No. 2, addition to the City of Topeka, Shawnee County, Kansas

from "E" Multiple Family Dwelling District **TO** "O&I-2" Office and Institutional District.

Section 2. This Ordinance Number shall be fixed upon the "District Map".

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby 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.

PASSED AND APPROVED by the Governing Body of the City of Topeka, _____, 2011.

_____
William W. Bunten, Mayor

ATTEST:

_____
Brenda Younger, City Clerk

To Be Codified _____
Not To Be Codified ___X___

November 21, 2011
Agenda Item # E-4

ZONING REPORT

CITY OF TOPEKA PLANNING DEPARTMENT

CASE NO: Z11/23 **by: Topeka Planning Commission**

PROPOSAL: Zone change from "E" Multiple-Family Dwelling District **TO** "O&I-2" Office and Institutional District.

LOCATION: 1607 SW Topeka Blvd

PRESENT USE: Vacant (approximately 7,400 sq. ft.)

PROPOSED USE: It is the intent of the Planning Department to eventually eliminate the outdated "E" Multiple-Family Dwelling District classification. This rezoning action will make the zoning of the subject property consistent with the future land use map of the adopted Central Park Neighborhood Plan.

BACKGROUND: Prior to 1992, the "E" Multiple-Family Dwelling District was a standard zoning classification within the City zoning code. In 1992, a new zoning code was adopted which allowed undeveloped "E" zoned properties to convert to either "M-3" Multiple-Family Dwelling District or "O&I-2" Office & Institutional District based upon land use of a requested building permit for a period of ten years following adoption of the new code. The subject property never converted to one of these districts during this time period since it remained vacant, which leaves the property still zoned "E" since a conversion to one of the new districts needed to occur within this ten year time period. The Topeka Planning Commission directed staff to study, make recommendations, and set public hearings (as necessary) for all remaining "E" zoned properties at its April 18, 2011 public hearing with the intent to eventually eliminate the "E" District. The property owner has been notified and has not expressed any opposition to the zone change.

CHARACTER OF NEIGHBORHOOD: The subject property is located along SW Topeka Blvd in an area that is transitioning for primarily offices. An existing single-family residence still lies directly to the south of this property between it and offices for the Kansas Bureau of Investigation. KBI has purchased three of the "M-1" zoned properties to the west of this property, apparently in the event of possible future expansion.

ZONING CLASSIFICATION AND USE OF SURROUNDING PROPERTIES:

	ZONING CLASSIFICATION	PRESENT LAND USE
North:	"M-3" Multiple-Family Dwelling District	Vacant
South:	"M-3" Multiple-Family Dwelling District	Single-family residence
East:	"M-3" Multiple-Family Dwelling District	Single-family residence
	"O&I-2" Office & Institutional District	Office
West:	"M-1" Two-Family Dwelling District	Vacant

LENGTH OF TIME PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER PRESENT CLASSIFICATION: The subject property has remained zoned "E" Multiple Family Dwelling District since 1964, when it was rezoned from "D" Multiple-Family Dwelling District (converted to "M-2" in 1992) to allow for the future development of Topeka Blvd for primarily office uses.

SUITABILITY OF PROPERTY FOR USES TO WHICH IT HAS BEEN RESTRICTED: The subject property is no longer suitable as presently restricted for "E" Multiple-Family Dwelling District, as this is an outdated zoning classification that should have converted in 1992 to "O&I-2" or "M-3", but since this property remained vacant it did not convert and that ten year time period has since expired. The property is more suitable for the "O&I-2" District than "M-3" Multiple-Family Dwelling District, as this segment of SW Topeka Blvd continues to develop predominantly for office uses rather than new residential uses. The subject property is bounded on both sides by residential zoning and on one side by a single-family residence. However, since the rezoning action will allow future land uses that are consistent with the adopted neighborhood plan, this would not be considered an example of spot zoning.

CONFORMANCE TO COMPREHENSIVE PLAN: The adopted Central Park Neighborhood Plan designates the west side of Topeka Blvd for office uses. The pattern of development along SW Topeka Blvd has seen a trend, over time, towards the conversion of residential buildings into offices and the development of new office buildings in this area rather than residential. The proposed rezoning would assist in implementing adopted neighborhood plans designating Topeka Blvd for professional office uses. Therefore, the rezoning action is in conformance with the Comprehensive Plan.

THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES: Removal of the present restrictions should have no significant detrimental effect upon nearby properties as it will bring the zoning classifications of the property up-to-date with the current zoning code, as well as, make its zoning consistent with the predominant pattern of land uses fronting on Topeka Blvd. There is one single-family residence located directly to the south, between this property and the KBI offices. However, as the "O&I-2" District would allow uses consistent with the City's adopted plans and is consistent with pattern of development along Topeka Blvd, staff sees that there would be no long-term detrimental effect upon nearby properties by removal of the present restrictions for residential uses to allow the property to develop for offices in the future.

THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE OWNER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNER: There appears to be no hardship imposed upon the individual landowner by rezoning the properties to the "O&I-2" District, as the present zoning action is merely intended to give the property an up-to-date zoning classification, make its zoning consistent with adjoining properties and assist in implementing adopted future land use plans for this area. The relative gain to the public health, safety and welfare is significant since the rezoning would assist in implementing future land use policies of the Comprehensive Plan that designate this segment of Topeka Blvd for office uses.

AVAILABILITY OF PUBLIC SERVICES: All essential public utilities, services and facilities are presently available to this area.

COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS:

Minimum Lot Area: 7,231 sq. ft. – The lot does not meet the minimum lot area in the "O&I-2" District (7, 500 sq. ft.), but is at least 90% of this minimum lot area. Pursuant to Ch. 18.230.020, General Lot Requirements, the Planning Director may grant an administrative variance to the minimum lot area if the proposed zoning is comparable to that of surrounding properties in the neighborhood, assists in implementing policies of the Comprehensive Plan, and is at least 90% of the required minimum lot size. Therefore, the Planning Director will be able to grant an administrative variance to the minimum lot area required in O&I-2 if developed alone for a single office building.

Setbacks: **Compliant –** Vacant

Platting: **Compliant**- Platted as Lots 65 and the north ½ of Lot 67, Douthitt Place Subdivision #2

CONCERNS OF STAFF AND REVIEWING AGENCIES: This request was submitted to all applicable reviewing agency staff for consideration and comment. No issues or concerns were expressed by reviewing staff.

ADDITIONAL FACTORS:

1. Neighborhood Improvement Association: **Central Park NIA -** The neighborhood improvement association was notified on November 1, 2011.
2. Capitol Area Plaza Authority: N/A
3. Flood Hazard Area: N/A
4. Airport Hazard Area: N/A
5. Historic Properties: There are no historic properties within 500 ft.

STAFF RECOMMENDATION: Based upon the above findings and analysis, staff recommends **APPROVAL** of this proposal.

Prepared by:
Annie Driver,
Planner II



Z11/23 by: Topeka Planning Commission

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City of Topeka Planning Department



Z11/23 by: Topeka Planning Commission

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City of Topeka Planning Department

Minutes of the
Topeka Planning Commission
Monday, November 21, 2011 @ 6pm

Mike Lackey asked if E-3 through E-6 could be reviewed together since they are all the same type of rezoning and in the same area of town? David Thurbon said he will have staff keep it brief. Mr. Thurbon added these are the last of the "E" District cases and all property owners are in agreement.

Z11/23 by the Topeka Planning Commission requesting to amend the District Zoning Classification from "E" Multiple Family Dwelling District **TO** "O&I-2" Office and Institutional District on property located at 1607 SW Topeka Boulevard. **(Driver)** Annie Driver summarized the staff report.

No one spoke in favor or in opposition to the request.

Brett Klausman moved approval, seconded by Scott Gales. **APPROVAL. (9-0-0)**

DRAFT

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 23, 2011

DATE:	**December 20, 2011**		
CONTACT PERSON:	**David Thurbon**	**DOCUMENT #:**	**Z11/24**
SECOND PARTY/SUBJECT:	**Topeka Planning Commission**	**PROJECT #:**	**N/A**
CATEGORY/SUBCATEGORY	**014 Ordinances – Non-Codified / 007 Zoning**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), by providing for certain changes in zoning on property located at 1600 SW Topeka Boulevard from "E" Multiple Family Dwelling District TO "O&I-2" Office and Institutional District. First Reading. *(Z11/24) (Council District No. 1)*

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

(Approval would allow the vacant property to be reclassified from its out-dated zoning district to a new zoning district that coincides with the surrounding area and is in conformance to the City's future land use plans.)

POLICY ISSUE:

The Planning Department and Planning Commission are in the process of eliminating the outdated "E" Multiple Family Dwelling District by rezoning properties that still having that zoning classification.

The proposal is consistent with the land use policies and principles of the Comprehensive Plan.

STAFF RECOMMENDATION:

The Topeka Planning Commission recommended the proposal be **APPROVED** by a vote of **9-0-0** at their **November 21, 2011** meeting as referenced in the attached minutes. The Planning Department recommended this proposal be **APPROVED** as referenced in the attached staff report.

BACKGROUND:

- See staff report
- Governing Body options:
- Adopt the recommendation of the Planning Commission by ordinance by a majority (6 votes) of the Governing Body;
- Override the recommendation of the Planning Commission by a two-thirds majority (7 votes) of the Governing Body; or
- Return the recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove by a majority (6 votes) of the Governing Body.

BUDGETARY IMPACT:

N/A

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

Ordinance

staff report

aerial map

zoning map

Planning Commission Minutes

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Daniel R. Stanley, Interim City Manager amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), by providing for certain changes in zoning on property located at 1600 SW Topeka Boulevard from "E" Multiple Family Dwelling District **TO** "O&I-2" Office and Institutional District. **(Z11/24) (Council District No. 1)**

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

Section 1. That the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), be and the same is hereby amended, by reclassifying the follow described property:

Lots 584 and 586 on Topeka Avenue, Orchard Place Addition to the City of Topeka, Shawnee County, Kansas

from "E" Multiple Family Dwelling District **TO** "O&I-2" Office and Institutional District.

Section 2. This Ordinance Number shall be fixed upon the "District Map".

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby 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.

PASSED AND APPROVED by the Governing Body of the City of Topeka, _____, 2011.

_____
William W. Bunten, Mayor

ATTEST:

_____
Brenda Younger, City Clerk

To Be Codified _____
Not To Be Codified ___X___

November 21, 2011
Agenda Item # E-5

ZONING REPORT

CITY OF TOPEKA PLANNING DEPARTMENT

CASE NO: Z11/24 **by: Topeka Planning Commission**

PROPOSAL: Zone change from "E" Multiple-Family Dwelling District **TO** "O&I-2" Office and Institutional District.

LOCATION: 1600 SW Topeka Blvd, southeast corner of SW Topeka Blvd and SW 16th Street.

PRESENT USE: Vacant (approximately 6,359 sq. ft.)

PROPOSED USE: It is the intent of the Planning Department to eventually eliminate the outdated "E" Multiple-Family Dwelling District classification. This rezoning action will make the zoning of these properties consistent with the surrounding area and in conformance to the Comprehensive Plan

BACKGROUND: Prior to 1992, the "E" Multiple-Family Dwelling District was a standard zoning classification within the City zoning code. In 1992, a new zoning code was adopted which allowed undeveloped "E" zoned properties to convert to either "M-3" Multiple-Family Dwelling District or "O&I-2" Office & Institutional District based upon land use of a requested building permit for a period of ten years following adoption of the new code. The subject property never converted to one of these districts during this time period since it remained vacant, which leaves the property still zoned "E" since a conversion to one of the new districts needed to occur within this ten year time period. The Topeka Planning Commission directed staff to study, make recommendations, and set public hearings (as necessary) for all remaining "E" zoned properties at its April 18, 2011 public hearing with the intent to eventually eliminate the "E" District. The property owner has been notified and has not expressed any opposition to the zone change.

CHARACTER OF NEIGHBORHOOD: The subject property is located along SW Topeka Blvd in an area that is transitioning for primarily offices. An existing single-family residence still lies directly to the south of this property.

ZONING CLASSIFICATION AND USE OF SURROUNDING PROPERTIES:

	ZONING CLASSIFICATION	PRESENT LAND USE
North:	"M-3" Multiple-Family Dwelling District	Single-family residence
South:	"M-3" Multiple-Family Dwelling District	Single-family residence
East:	"M-1" Two-Family Dwelling District	Single-family residence
West:	"O&I-1" Office & Institutional District	Single-family residence
	"M-3" Multiple-Family Dwelling District	Vacant

LENGTH OF TIME PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER PRESENT CLASSIFICATION: The subject property has remained zoned "E" Multiple Family Dwelling District since 1964, when it was rezoned from "D" Multiple-Family Dwelling District (converted to "M-2" in 1992) to allow for the future development of Topeka Blvd for primarily office uses.

SUITABILITY OF PROPERTY FOR USES TO WHICH IT HAS BEEN RESTRICTED: The subject property is no longer suitable as presently restricted for "E" Multiple-Family Dwelling District, as this is an outdated zoning classification that should have converted in 1992 to "O&I-2" or "M-3", but since this property remained vacant it did not convert and that ten-year time period has since expired. The property is probably more suitable for the "O&I-2" District than "M-3" Multiple-Family Dwelling District, as this segment of SW Topeka Blvd continues to develop predominantly for office uses rather than new residential uses. The subject property is bounded on one side by a single-family residence. However, since the rezoning action will allow future land uses that are consistent with adopted plans, this would not be considered an example of spot zoning.

CONFORMANCE TO COMPREHENSIVE PLAN: The adopted neighborhood plan for the Central Park neighborhood designates the west side of Topeka Blvd for office uses. This property is on the east side of Topeka Blvd, where there is no adopted neighborhood plan. However, the pattern of existing development along SW Topeka Blvd has seen a trend, over time, towards the conversion of residential buildings into offices and the development of new office buildings along the frontage of Topeka Blvd rather than residential. Accepted planning principles dictate that established patterns of land use should be recognized as a basic factor that which strongly influence rezoning decisions. Therefore, the rezoning action is in conformance with the Comprehensive Plan.

THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES: Removal of the present restrictions should have no significant detrimental effect upon nearby properties as it will bring the zoning classifications of the property up-to-date with the current zoning code, as well as, make its zoning consistent with the predominant pattern of land uses fronting on Topeka Blvd. There is one single-family residence located directly to the south. However, as the "O&I-2" District would allow uses consistent with the City's adopted plans and is consistent with future pattern of development along Topeka Blvd., staff sees that there would be no long-term detrimental effect upon nearby properties by removal of the present restrictions for residential uses to allow the property to develop for offices in the future.

THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE OWNER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNER: There appears to be no hardship imposed upon the individual landowner by rezoning the properties to the "O&I-2" District, as the present zoning action is merely intended to give the property an up-to-date zoning classification that is consistent with the area. The relative gain to the public health, safety and welfare is significant since the rezoning would assist in implementing future land use policies of the Comprehensive Plan that designate this segment of Topeka Blvd for office uses.

AVAILABILITY OF PUBLIC SERVICES: All essential public utilities, services and facilities are presently available to this area.

COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS:

Minimum Lot Area: 6,359 sq. ft. – The lot does not meet the minimum lot area in the "O&I-2" District (7, 500 sq. ft.). Pursuant to Ch. 18.230.020, General Lot Requirements, the Planning Director may grant an administrative variance to the minimum lot area if the proposed zoning is comparable to that of surrounding properties in the neighborhood, assists in implementing policies of the Comprehensive Plan, and is at least 90% of the required minimum lot size. Since the property alone does not equal 90% of the minimum lot area, if the property is developed separately from adjacent properties, a variance from the Board of Zoning Appeals would be needed to the minimum lot size.

Setbacks: **Compliant –** Vacant

Platting: **Compliant-** Platted as Lots 584 and 586, Orchard Place Subdivision

CONCERNS OF STAFF AND REVIEWING AGENCIES: This request was submitted to all applicable reviewing agency staff for consideration and comment. No issues or concerns were expressed by reviewing staff.

ADDITIONAL FACTORS:

1. Neighborhood Improvement Association: N/A
2. Capitol Area Plaza Authority: N/A
3. Flood Hazard Area: N/A
4. Airport Hazard Area: N/A
5. Historic Properties: There are no historic properties within 500 ft.

STAFF RECOMMENDATION: Based upon the above findings and analysis, staff recommends **APPROVAL** of this proposal.

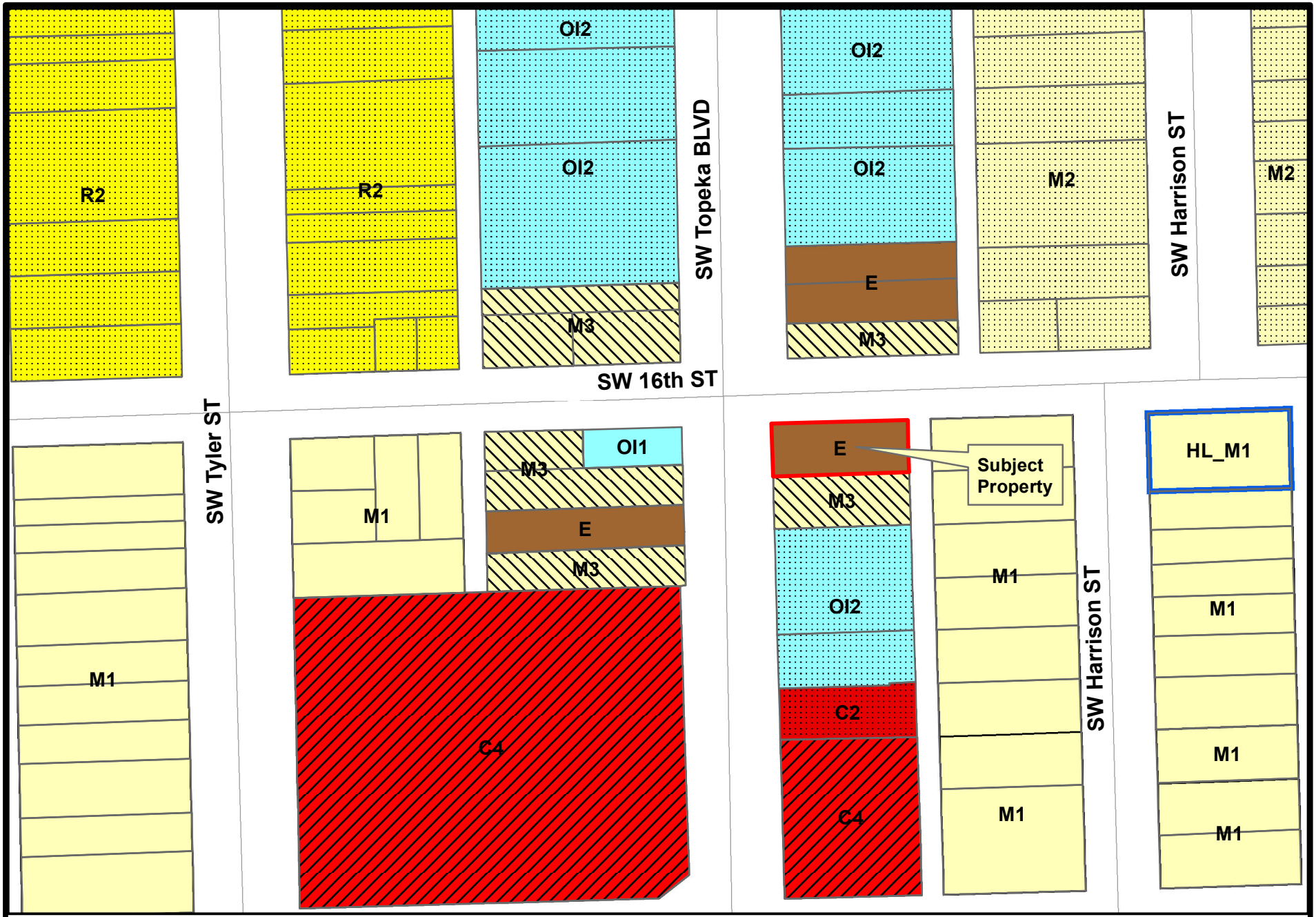
Prepared by:
Annie Driver,
Planner II



Z11/24 by: Topeka Planning Commission

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City of Topeka Planning Department



Z11/24 by: Topeka Planning Commission

City of Topeka Planning Department

Minutes of the
Topeka Planning Commission
Monday, November 21, 2011 @ 6pm

Mike Lackey asked if E-3 through E-6 could be reviewed together since they are all the same type of rezoning and in the same area of town? David Thurbon said he will have staff keep it brief. Mr. Thurbon added these are the last of the "E" District cases and all property owners are in agreement.

Z11/24 by the Topeka Planning Commission requesting to amend the District Zoning Classification from "E" Multiple Family Dwelling District **TO** "O&I-2" Office and Institutional District on property located at 1600 SW Topeka Boulevard. **(Driver)** Annie Driver summarized the staff report.

No one spoke in favor or in opposition to the request.

Brett Klausman moved approval, seconded by Dennis Haugh. **APPROVAL. (9-0-0)**

DRAFT

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 23, 2011

DATE:	**December 20, 2011**		
CONTACT PERSON:	**David Thurbon/Bill Hoover**	**DOCUMENT #:**	**N/A**
SECOND PARTY/SUBJECT:	**Topeka Planning Commission**	**PROJECT #:**	
CATEGORY/SUBCATEGORY	**014 Ordinances – Non-Codified / 007 Zoning**		
CIP PROJECT:	**No**		
ACTION OF COUNCIL:		**JOURNAL #:**	
		PAGE #:	

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Interim City Manager Daniel R. Stanley, amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), by providing for certain changes in zoning on property located at 1270 SW Topeka Boulevard from "E" Multiple Family Dwelling District TO "O&I-2" Office and Institutional District. First Reading. *(Z11/26) (Council District No. 1)*

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

(Approval would allow the vacant property to be reclassified from its out-dated zoning district to a new zoning district that coincides with the surrounding area and is in conformance with the City's Future Land Use Map.)

POLICY ISSUE:

The Planning Department and Planning Commission are in the process of eliminating the outdated "E" Multiple Family Dwelling District and rezoning properties still having that zoning classification. This property falls into that category.

The proposal is consistent with the land use policies and principles of the Comprehensive Plan.

STAFF RECOMMENDATION:

The Topeka Planning Commission recommended the proposal be **APPROVED** by a vote of **9-0-0** at their **November 21, 2011** meeting as referenced in the attached minutes. The Planning Department recommended this proposal be **APPROVED** as referenced in the attached staff report.

BACKGROUND:

- See staff report
- Governing Body options:
- Adopt the recommendation of the Planning Commission by ordinance by a majority (6 votes) of the Governing Body;
- Override the recommendation of the Planning Commission by a two-thirds majority (7 votes) of the Governing Body; or
- Return the recommendation to the Planning Commission with a statement specifying the basis for the Governing Body's failure to approve or disapprove by a majority (6 votes) of the Governing Body.

BUDGETARY IMPACT:

N/A

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

Ordinance

staff report

aerial map

zoning map

Planning Commission Minutes

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Daniel R. Stanley, Interim City Manager amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), by providing for certain changes in zoning on property located at 1270 SW Topeka Boulevard from "E" Multiple Family Dwelling District **TO** "O&I-2" Office and Institutional District. **(Z11/26) (Council District No. 1)**

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

Section 1. That the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), be and the same is hereby amended, by reclassifying the follow described property:

Lots 464, 466, and 468 on Topeka Avenue, in Huntoon's Addition to the City of Topeka, Shawnee County, Kansas

from "E" Multiple Family Dwelling District **TO** "O&I-2" Office and Institutional District.

Section 2. This Ordinance Number shall be fixed upon the "District Map".

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby 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.

PASSED AND APPROVED by the Governing Body of the City of Topeka, _____, 2011.

_____
William W. Bunten, Mayor

ATTEST:

_____
Brenda Younger, City Clerk

To Be Codified _____
Not To Be Codified ___X___

November 21, 2011
Agenda Item # E-6

ZONING REPORT

CITY OF TOPEKA PLANNING DEPARTMENT

CASE NO: Z11/26 **by: Topeka Planning Commission**

PROPOSAL: Zone change from "E" Multiple-Family Dwelling District **TO** "O&I-2" Office and Institutional District.

LOCATION: 1270 SW Topeka Blvd

PRESENT USE: Vacant (approximately 12,197 sq. ft.)

PROPOSED USE: It is the intent of the Planning Department to eventually eliminate the outdated "E" Multiple-Family Dwelling District classification. This rezoning action will make the zoning of these properties consistent with the surrounding area and in conformance to the Comprehensive Plan.

BACKGROUND: Prior to 1992, the "E" Multiple-Family Dwelling District was a standard zoning classification within the City zoning code. In 1992, a new zoning code was adopted which allowed undeveloped "E" zoned properties to convert to either "M-3" Multiple-Family Dwelling District or "O&I-2" Office & Institutional District based upon land use of a requested building permit for a period of ten years following adoption of the new code. The subject property never converted to one of these districts during this time period since it remained vacant, which leaves the property still zoned "E" since a conversion to one of the new districts needed to occur within this ten year time period. The Topeka Planning Commission directed staff to study, make recommendations, and set public hearings (as necessary) for all remaining "E" zoned properties at its April 18, 2011 public hearing with the intent to eventually eliminate the "E" District. The property owner has been notified and has not expressed any opposition to the zone change.

CHARACTER OF NEIGHBORHOOD: The subject property is located along SW Topeka Blvd in an area that has developed, over time, primarily for office uses. There are several single-family residences located directly to the east of the subject property along SW Harrison.

ZONING CLASSIFICATION AND USE OF SURROUNDING PROPERTIES:

	ZONING CLASSIFICATION	PRESENT LAND USE
North:	"O&I-2" Office & Institutional District	Office (Same ownership)
South:	"O&I-2" Office & Institutional District	Office
East:	"M-2" Multiple-Family Dwelling District "M-3" Multiple-Family Dwelling District	Single-family residences
West:	"O&I-2" Office & Institutional District	Offices

LENGTH OF TIME PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER PRESENT CLASSIFICATION: The subject property has remained zoned "E" Multiple Family Dwelling District since 1964 when it was rezoned from "D" Multiple-Family Dwelling District (converted to M-2 in 1992) to allow for the future development of Topeka Blvd for primarily office uses.

SUITABILITY OF PROPERTY FOR USES TO WHICH IT HAS BEEN RESTRICTED: The subject property is no longer suitable as presently restricted for "E" Multiple-Family Dwelling District, as this is an outdated zoning classification that should have converted in 1992 to "O&I-2" as did surrounding properties developed as offices at that time. The property is more suitable for the "O&I-2" District than as presently restricted for "E", as this rezoning is merely intended to bring the property's zoning up-to-date with current code. The "O&I-2" District would accommodate either the expansion of the office to the north or allow for a new office building to be built on the property. The property is no longer as suitable as presently restricted for residential uses, as there is a clear trend towards the development of offices along Topeka Blvd. and this zoning assists in implementing the City's Comprehensive Plan.

CONFORMANCE TO COMPREHENSIVE PLAN: The adopted neighborhood plan for the Historic Holliday Park neighborhood designates the west side of Topeka Blvd for professional office uses. This property is located on the east side of Topeka Blvd, where there is no adopted neighborhood plan. However, the pattern of existing development along SW Topeka Blvd has seen a trend, over time, towards the conversion of residential buildings into offices and the development of new office buildings along the frontage of Topeka Blvd rather than residential. Accepted planning principles dictate that established patterns of land use should be recognized as a basic factor that which strongly influence rezoning decisions. Therefore, the rezoning action is in conformance with the Comprehensive Plan.

THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES: Removal of the present restrictions should have no significant detrimental effect upon nearby properties as it will bring the zoning classifications of the properties up-to-date with the current zoning code, as well as, make its zoning consistent with the predominant pattern of land uses fronting on to Topeka Blvd.

THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE OWNER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNER: There appears to be no hardship imposed upon the individual landowner by rezoning the properties to the "O&I-2" District, as the present zoning action is merely intended to give the property an up-to-date zoning classification, make its zoning consistent with adjoining properties and assist in implementing adopted future land use plans for this area. The zoning is also consistent with the landowner's adjoining property to the north, which currently already has an office building located upon it and would allow for expansion of that office. The relative gain to the public health, safety and welfare is significant since the zoning assists in implementing future land use policies of the Comprehensive Plan that designate this segment of Topeka Blvd for office uses.

AVAILABILITY OF PUBLIC SERVICES: All essential public utilities, services and facilities are presently available to this area.

COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS:

Minimum Lot Area: **Compliant** – 12, 197 sq. ft. (O&I-2 requires 7,500 sq. ft.)

Setbacks: **Compliant –** Vacant

Platting: **Compliant** – Platted as Lots 464, 466, 468, Block 3, Huntoon's Addition

CONCERNS OF STAFF AND REVIEWING AGENCIES: This request was submitted to all applicable reviewing agency staff for consideration and comment. No issues or concerns were expressed by reviewing staff.

ADDITIONAL FACTORS:

1. Neighborhood Improvement Association: N/A
2. Capitol Area Plaza Authority: N/A
3. Flood Hazard Area: N/A
4. Airport Hazard Area: N/A
5. Historic Properties: The property is within the 500' historic environs of the Morton-Albaugh and Morgan Houses, both on the State and National historic registers. The rezoning still allows office uses, so it does not need to be reviewed by the Landmarks Commission. However, any new building permits will require historic review.

STAFF RECOMMENDATION: Based upon the above findings and analysis, staff recommends **APPROVAL** of this proposal.

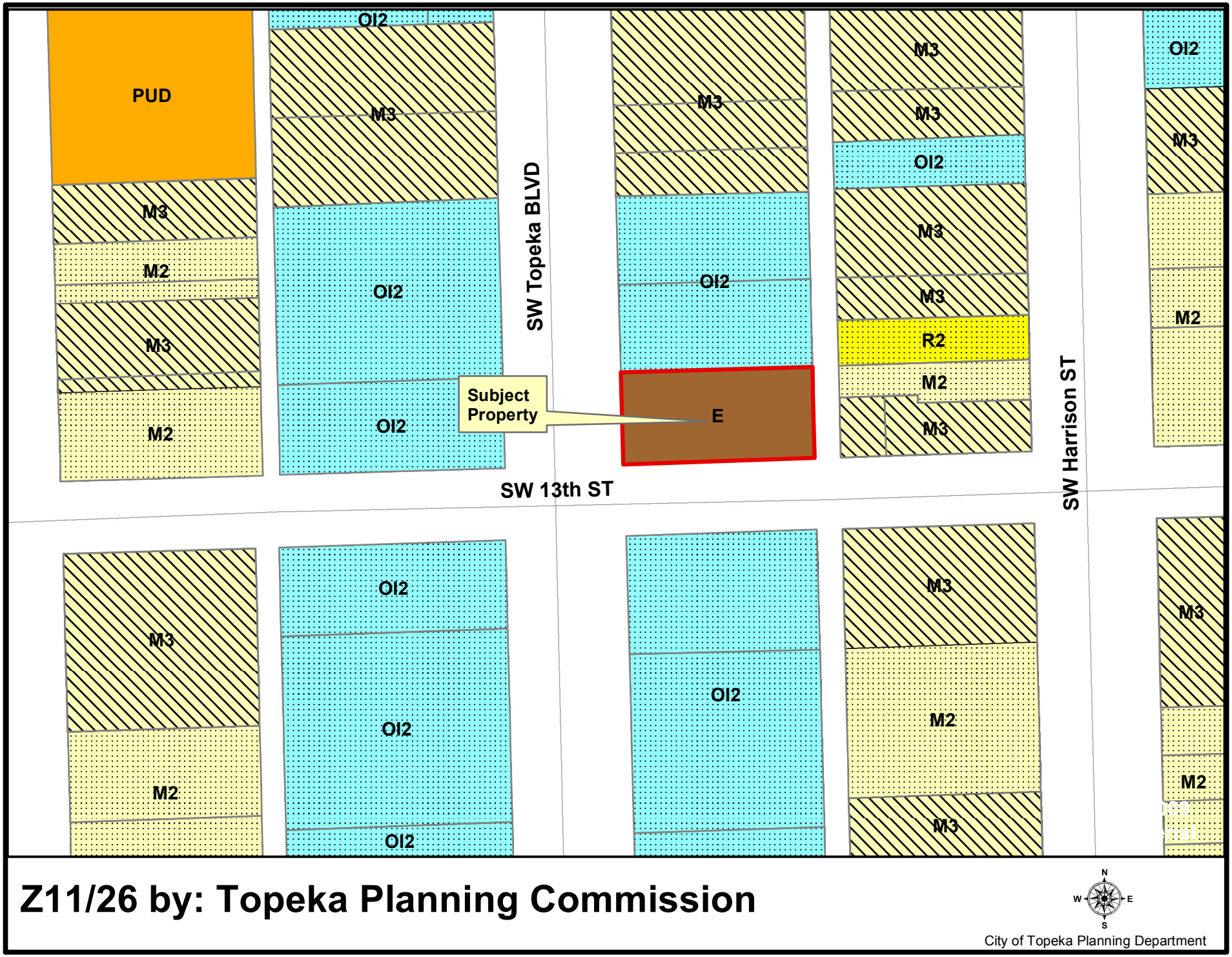
Prepared by:
Annie Driver, Planner II



Z11/26 by: Topeka Planning Commission

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City of Topeka Planning Department



Z11/26 by: Topeka Planning Commission

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City of Topeka Planning Department

Minutes of the
Topeka Planning Commission
Monday, November 21, 2011 @ 6pm

Mike Lackey asked if E-3 through E-6 could be reviewed together since they are all the same type of rezoning and in the same area of town? David Thurbon said he will have staff keep it brief. Mr. Thurbon added these are the last of the "E" District cases and all property owners are in agreement.

Z11/26 by the Topeka Planning Commission requesting to amend the District Zoning Classification from "E" Multiple Family Dwelling District **TO** "O&I-2" Office and Institutional District on property located at 1270 SW Topeka Boulevard. **(Driver)** Annie Driver summarized the staff report.

No one spoke in favor or in opposition to the request.

Lee Williams moved approval, seconded by Brett Klausman. **APPROVAL. (9-0-0)**

DRAFT

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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 28, 2011

DATE:	**December 20, 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

A Capital City Government Working For You…

www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 28, 2011

Back Print

DATE:	**December 20, 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

A Capital City Government Working For You…

www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 28, 2011

DATE:	**December 20, 2011**	
CONTACT PERSON:		**DOCUMENT #:**
SECOND PARTY/SUBJECT:		**PROJECT #:**
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