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City Council Agenda

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

October 16, 2012

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		

City Manager: Jim Colson

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

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. Resolution - Tonantzin Society - Noise Exception

 [ATTACHMENTS](#)

A RESOLUTION introduced by Councilmember John Alcala granting Tonantzin Society an exception to the provisions of City of Topeka Code Section 9.45.150. et seq., concerning noise prohibitions. *(Council District No. 2)*

(City of Topeka Code Section 9.45.170, et seq., authorizes the City Council to grant noise exceptions. Approval would allow for amplified music and sound at the Dia de los Muertos Street Fair and Festival during the hours of 11:00 a.m. and 5:00 p.m. on October 27, 2012, in the 800 and 900 blocks of North Kansas Avenue.)

B. Board Appointment - Topeka Public Building Commission

 [ATTACHMENTS](#)

BOARD APPOINTMENT recommending the appointment of Randy Clayton to the Topeka Public Building Commission for a term ending September 30, 2016. *(Shawnee County Commission Designee)*

C. MINUTES of the regular meeting of October 9, 2012

D. APPLICATIONS:

5. NEW BUSINESS:

A. Applications - Retail Cereal Malt Beverage and Scrap Metal Dealers License

APPROVAL of Retail Cereal Malt Beverage and Scrap Metal Dealers License Applications.

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

(Pursuant to K.S.A. 41-2702, Retail Cereal Malt Beverage License application must be approved by the Governing Body prior to the issuance of the license. Pursuant to TMC 5.170.040 and L. 2011, Ch. 86, Section 2, Scrap Metal Dealer applications have to be approved by the governing body prior to issuance of registration.)

B. Labor Agreement - Street Section Teamsters Local No. 696

 [ATTACHMENTS](#)

APPROVAL of a three-year labor agreement between the City of Topeka and

the Street Section of the International Brotherhood of Teamsters Local No. 696.

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

(The agreement would be effective January 1, 2013.)

6. FIRST READINGS:

A. Ordinance - 2012 Standard Traffic Ordinance



[ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager Jim Colson amending City of Topeka Code Section 10.15.010 and specifically repealing said original section concerning the adoption of the 2012 Standard Traffic Ordinance. First Reading.

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

(Approval would adopt the 2012 edition of the Standard Traffic Ordinance. The City is currently operating under the 2011 edition. There are no substantial changes except for the addition of provisions regarding the refusal of preliminary breath testing for DUI's.)

B. Ordinance - 2012 Uniform Public Offense Code



[ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager Jim Colson amending City of Topeka Code Section 9.05.080 and specifically repealing said original section, repealing Chapter 8.20 and Section 9.45.120 in their entirety, as well as, creating Section 9.05.090 all concerning the adoption of the 2012 Uniform Public Offense Code and amendments thereto. First Reading.

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

(Approval would adopt the 2012 edition of the UPOC and amendments. The City is currently operating under the 2011 edition.)

C. Ordinance - Noise Regulations



[ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager Jim Colson amending City of Topeka Code Sections 9.45.160, 9.45.170, 9.45.190 and 9.45.290 and specifically repealing said original sections, as well as, repealing in their entirety Sections 9.45.210, 9.45.230, 9.45.240, 9.45.250, 9.45.270 and 9.45.320 all concerning regulation of noise. First Reading.

(Approval would amend the current regulations to be in compliance with recent court decisions and increase the enforceability of noise regulations.)

D. Ordinance - Intimidation of a Witness or Victim



[ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager Jim Colson creating City of Topeka Code Section 9.45.020 concerning intimidation of a witness or victim. First Reading.

(Approval would adopt provisions that would allow the City to prosecute defendants who intimidate witnesses or victims of the alleged crime in municipal court.)

E. Ordinance - Neighborhood Revitalization Plan



[ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager Jim Colson adopting a Neighborhood Revitalization Plan and designating a revitalization area all as provided for in K.S.A. 12-17, 114 et. seq., Neighborhood Revitalization Act. First Reading.

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

(Approval would renew the City's Neighborhood Revitalization Plan through 2017)

allowing tax rebates for property improvements in the “at risk” or “intensive care” neighborhoods and in the Downtown area.)

F. Ordinance - Topeka Rescue Mission PUD12/5

 [ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager Jim Colson 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 at the northeast corner of NE Quincy Street and NE Curtis Street from “I-2” Heavy Industrial District TO “PUD” Planned Unit Development District (“X-2” Mixed Use District base zoning use group and also permitting a crisis center type II, churches and places of worship, boarding and lodging houses, group homes, farmers markets, pet shops/small animal clinics, and multi-family dwelling of more than four units per building or more than twelve units per acre). First Reading. (PUD12/5) (Council District No. 2)

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

(Approval would allow Topeka Rescue Mission to convert this industrial zoned property with two buildings to mixed use zoning and allow them to provide a wide range of services to homeless persons, including having them as overnight guests.)

G. Ordinance - Topeka Rescue Mission V12A/3

 [ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager Jim Colson relating to the vacation of platted alley public rights-of-way on property located directly north of NE Curtis Street, approximately halfway between NE Quincy Street and NE Monroe Street, City of Topeka, Shawnee County, Kansas. First Reading. (V12A/3) (Council District No. 2)

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

(Approval would allow the Topeka Rescue Mission to vacate an alley internal to their new site and replace it with a utility easement and use the site for bicycle parking, automobile parking, and a fenced-in children’s play area.)

7. MISCELLANEOUS:

-

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

-

9. PUBLIC COMMENT:

-

10. ADJOURNMENT:

-



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

September 10, 2012

Back Print

DATE:	October 16, 2012	
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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SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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		PAGE #:

DOCUMENT DESCRIPTION:

"None scheduled at this time."

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

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SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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No Attachments Available



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STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 3, 2012

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DATE: October 16, 2012
CONTACT PERSON: John Alcala DOCUMENT #:
SECOND PARTY/SUBJECT: Christina Valdivia-Alcala PROJECT #:
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by Councilmember John Alcala granting Tonantzin Society an exception to the provisions of City of Topeka Code Section 9.45.150. et seq., concerning noise prohibitions. (Council District No. 2)

(City of Topeka Code Section 9.45.170, et seq., authorizes the City Council to grant noise exceptions. Approval would allow for amplified music and sound at the Dia de los Muertos Street Fair and Festival during the hours of 11:00 a.m. and 5:00 p.m. on October 27, 2012, in the 800 and 900 blocks of North Kansas Avenue.)

POLICY ISSUE:

The Tonantzin Society has requested that a noise exception be granted for a street fair/festival to take place during specified date and time.

STAFF RECOMMENDATION:

Staff is recommending the Council move to approve the resolution.

BACKGROUND:

The Tonantzin Society is requesting the noise exception due to amplified music and sound and the event.

BUDGETARY IMPACT:

No budgetary impact to the City.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

[Resolution](#)

1 RESOLUTION NO. _____
2

3 A RESOLUTION introduced by Councilmember John Alcala granting Tonantzin
4 Society an exception to the provisions of City of Topeka Code
5 Section 9.45.150. et seq. concerning noise prohibitions.
6

7 WHEREAS, City of Topeka Code Section 9.45.150, et seq. makes it
8 unlawful for any person to make, continue or cause to be made or continued any
9 loud, unnecessary or unusual noise or any noise which either annoys, disturbs,
10 injures or endangers the comfort, repose, health or safety or others within the
11 limits of the city; and

12 WHEREAS, City of Topeka Code Section 9.45.170, et seq. authorizes the
13 City Council to grant exceptions to the prohibitions of this code section upon
14 request and a showing that the proposed activity does not offend the spirit of the
15 findings of City of Topeka Code Section 9.45.150, et seq., and

16 WHEREAS, Tonantzin Society has requested that they be granted an
17 exception to the provisions of City of Topeka Code Section 9.45.150, et seq. for
18 the purposes, dates and times described herein, and

19 WHEREAS, upon review of the application of Tonantzin Society, the
20 Council of the City of Topeka does hereby find that the requested activity does
21 not offend the spirit of the findings of City of Topeka Code Section 9.45.150, et
22 seq.

23 NOW, THEREFORE, BE IT RESOLVED by the Council of the City of
24 Topeka that Tonantzin Society is hereby granted an exception from the
25 provisions of City of Topeka Code Section 9.45.150, et seq. for amplified music

COUNRES
Tonantzin-NOISE EXCEPTION
10/01/12

and sound during its Dia de los Muertos Street Fair/Festival event located in
800-900 blocks of North Kansas during the hours of 11:00a.m. and 5:00p.m. on
October 27, 2012.

ADOPTED and APPROVED by the City Council _____.

CITY OF TOPEKA, KANSAS

William W. Bunten, Mayor

ATTEST:

Brenda Younger, City Clerk



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Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

September 18, 2012

 Back  Print

DATE: October 16, 2012
CONTACT PERSON: Mayor Bunten DOCUMENT #:
SECOND PARTY/SUBJECT: Topeka Public Building Commission PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 003 Requests
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Randy Clayton to the Topeka Public Building Commission for a term ending September 30, 2016. (*Shawnee County Commission Designee*)

POLICY ISSUE:

Not applicable.

STAFF RECOMMENDATION:

Mayor Bunten is recommending the appointment of Randy Clayton for a term that would end September 30, 2016. Mr. Clayton is a nominee from Shawnee County Commissioner Ensley. A bio is attached for review.

Staff is recommending approval of the appointment.

BACKGROUND:

KSA 12-1757. This is a statutory board wherein the Mayor recommends and the Council has final approval. The Topeka Public Building Commission was created pursuant to KSA 12-1757 et seq., and shall have the powers granted according to the provisions of the statute, not inconsistent with the provisions contained within the Topeka City Code. The Commission is to be comprised of members nominated from USD 501, the Kansas Secretary of Administration, the Shawnee County Commissioners as well as four members nominated by the Mayor; only the nominees from the Mayor require residency within the city limits.

BUDGETARY IMPACT:

Not applicable.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

[Clayton Bio](#)

Item #7

Randy Clayton, CLU, CFP

Topeka, KS

Randy is co-founded of Clayton Financial Services, Inc., a fee-only financial planning and investment management firm located in a rehabilitated building in downtown Topeka Kansas. Clayton Financial is one the largest and oldest independent investment firm in Kansas. Randy has a Bachelors of Psychology from Washburn University, and received both his CFP, and CLU designations in 1981. Currently Randy serves as Treasurer for both the Topeka Chapter of Rebuilding Together, a not-for-profit group of volunteers that repair homes for elderly citizens of Shawnee County, and the Topeka Tennis Association. Randy and his wife Debra (also a CFP) have raised and educated three boys, and now are empty nesters with two dogs (and a cat).



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September 10, 2012

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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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September 10, 2012

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

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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214 SE 8th Street
Topeka, Kansas 66603

September 10, 2012

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DATE: October 16, 2012
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 and Scrap Metal Dealers License Applications.

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

(Pursuant to K.S.A. 41-2702, Retail Cereal Malt Beverage License application must be approved by the Governing Body prior to the issuance of the license. Pursuant to TMC 5.170.040 and L. 2011, Ch. 86, Section 2, Scrap Metal Dealer applications have to be approved by the governing body prior to issuance of registration.)

POLICY ISSUE:

None

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the license(s).

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:

Not applicable.

ATTACHMENTS:

No Attachments Available



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 2, 2012

Back Print

DATE:	October 16, 2012	
CONTACT PERSON:	Jacque Russell, Human Resources Director	DOCUMENT #:
SECOND PARTY/SUBJECT:	International Brotherhood of Teamsters Local Union	PROJECT #:
CATEGORY/SUBCATEGORY	007 Contracts and Amendments / 020 Employee Agreements	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a three-year labor agreement between the City of Topeka and the Street Section of the International Brotherhood of Teamsters Local No. 696.

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

(The agreement would be effective January 1, 2013.)

POLICY ISSUE:

Whether to approve or not the proposed labor agreement

STAFF RECOMMENDATION:

Staff is recommending the Governing Body move to approve the contract.

BACKGROUND:

Start of May 2012 ending September 2012 City of Topeka Street Maintenance Management and Human Resources Departments and Teamster bargaining unit members have been negotiating the January 1, 2013 thru December 31, 2015 contract. All parties tentatively agreed to the terms and proposed contract agreements. On September 27, 2012, Teamster bargaining unit members ratified negotiation Article adjustments. A summary is attached, but highlights are as follows:

- The contact has kept the City Council's 2012 focus goals in mind with the addition of employee
- Item #11

safety including:

- Require safety-toe work boots at least 6 inches in height to be worn by employees.
- Permit rubber boots to be worn during specific job duty applications pending management approval.
- Procedural competency review testing over three year period.
- Rest and Meal Periods will be paid lunch in a “Grab and Go” style for employees.
- Overtime calculations will exclude sick leave and comp time as hours worked.
- Sick Leave Incentives for non-use employee can request an additional three Perfect Attendance days annually or end of year lump sum payment.

BUDGETARY IMPACT:

For 2013, the overall increase for bargaining unit members compensation is 2.02% or \$33,210.65. See attachment for details.

No across the board adjustment to the pay matrix for 2013 in addition to:

- \$750 lump sum bonus first full pay period immediately preceding January 1, 2013 for non-probationary employees
- Single step increase or \$750 for equipment operators who receive an overall “Meets Expectations” or better on their annual performance appraisals.

The Wage Article for 2014 and 2015 wages can be reopened and negotiated at a later time.

SOURCE OF FUNDING:

The Street Maintenance Departmental 2013, 2014 and 2015 Budget will be the sources of funding for the Teamsters bargaining unit contract agreement.

ATTACHMENTS:

[Labor Agreement](#)

[Summary](#)

[Cost Estimate](#)

CITY OF TOPEKA
CONTRACT # _____

AGREEMENT

between

CITY OF TOPEKA
and

EMPLOYEES

of the

CITY OF TOPEKA STREET MAINTENANCE SECTION

TEAMSTERS UNION, LOCAL NO. 696

JANUARY 2013 - DECEMBER 2015

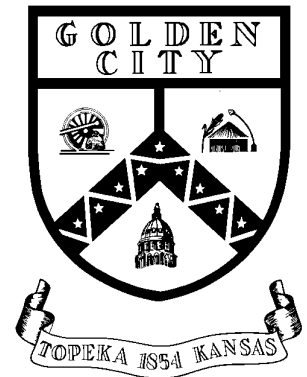


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1 **ARTICLE 1**

2 **RECOGNITION AND UNION SECURITY**

3 Section 1. Preamble. This Agreement is by and between the City of Topeka, Kansas,
4 hereinafter referred to as the "City," the "Employer," or "Management" and the City of Topeka
5 Street Section of the International Brotherhood of Teamsters, Local No. 696, hereinafter referred to
6 as "Teamsters" or "Union."

7 Section 2. Employee Rights. Public employees shall have the right to form, join, and
8 participate in the activities of employee organizations of their own choosing, for the purpose of
9 meeting and conferring with public employers or their designated representatives with respect to
10 grievances and conditions of employment. In accordance with existing state laws, public employees
11 shall also have the right to refuse to join or participate in the activities of employee organizations.

12 Section 3. City Ordinances. The parties agree that all ordinances now in force which are not
13 in conflict with any provision of this Agreement shall apply to members of the bargaining unit. Any
14 ordinances hereafter enacted may also be applied to employees of the bargaining unit covered by this
15 Agreement, provided that both parties consent to such application.

16 Section 4. Bargaining Unit. The Employer recognizes the Union as the exclusive agent for
17 employees in the collective bargaining unit. As defined in the State of Kansas Public Employee
18 Relations Board Case No. 75-UCA-2-2000, that unit shall consist of employees in the Street
19 Maintenance Section holding part-time and full-time permanent and probationary positions as
20 Custodians or Equipment Operators.

21 The City agrees to advise the Union in advance of any changes in or additions to the above
22 classifications and to meet and confer with the Union before the institution of any change to the
23 terms and conditions of employment of the employees covered by the provisions of this Agreement.

24 Section 5. Check-off. The Employer agrees to deduct the Union membership initiation fee
25 assessments, dues, and/or representation fees once each month on the first pay day from the wages of
26 those employees who personally request in writing such deductions be made. The written
27 authorization for the above deductions shall be received in the Human Resources Department at least
28 thirty (30) days prior to the day that said deductions are to be made. The amounts to be deducted
29 shall be certified to the Employer by the official Treasurer of the Union. The aggregate deductions
30 of all employees shall be remitted together with a computer printout to the official Treasurer of the
31 Union by the end of the succeeding month after such deductions are made by the Department of
32 Financial Services. The computer printout shall consist of a listing of every employee for which
33 current Union deductions are withheld.

34 To partially offset the administrative costs associated with the check-off service, the
35 Employer is authorized to charge and receive reimbursement from the Union in the amount of \$.10
36 per bargaining unit member per deduction and \$.60 for the processing of any change. For the
37 purpose of administering this provision, “change” shall mean in the amount of a deduction or in the
38 addition or removal of someone from the check-off computer printout. Although monthly
39 itemizations shall accompany such regular printout, the annual total of check-off administrative fees
40 for the prior calendar year shall be billed to the Union Treasurer each January.

41 The Union will notify the Director of Financial Services in writing whenever any employee
42 has elected to rescind his or her authorized deduction for Union membership. Such a withdrawal of
43 authorization shall become effective with the first full pay period following the date of receipt of
44 the notice.

45 All withholding and benefit deductions shall be made before the Union check-off is taken
46 from the employee's wages. In the event no wages are left in any pay period to meet the Union

check-off, the City is not obligated to process the deduction. Neither is it responsible for keeping track of or retroactively deducting check-offs when the employee's pay becomes sufficient to cover them. No Union check-off shall be made if an employee is on unpaid leave.

Section 6. Visits by Union Representatives. Non-employee Union representatives will be permitted to come on the premises of the Employer for the purpose of investigating grievances, discussing alleged violations of the Memorandum of Agreement, and fulfilling their exclusive representative obligations to members of the bargaining unit, provided they report to the Rehabilitation and Maintenance Manager and give the following information: (a) The name of the employee to be visited and (b) The approximate time needed for and purpose of the visit.

The Rehabilitation and Maintenance Manager will determine whether the employee's duties are such that the employee can be made available at the time to talk to the Union representative. If the Rehabilitation and Maintenance Manager determines that the employee's duties are such that he/she cannot be released at that time, the Union representative will be told when the employee will be available.

Section 7. Bulletin Boards. The official bulletin boards provided for posting notices to employees in the Division and/or Section may be made available to appropriate Union officials for the purpose of posting notices of Union meetings, results of elections, and Union activities. Such notices shall be dated and on Union stationery. The Union agrees to furnish a copy of any such notice to the Rehabilitation and Maintenance Manager prior to its posting.

Section 8. New Employees. The City will introduce new bargaining unit employees to a Union Steward on the job.

70 **ARTICLE 2**

71 **GENERAL PROVISIONS**
72 **AND**
73 **MISCELLANEOUS BENEFITS**
74

75 Section 1. Code of Ethics and Pledge Against Discrimination and Coercion.

76 The Union hereby commits itself and all bargaining unit members to abide by the provisions
77 of the City of Topeka Code of Ethics as adopted by the City Council on March 27, 2007, as may be
78 amended, and made applicable to all elected and appointed officials and employees.

79 The provisions of this Agreement shall be applied equally to all employees without
80 discrimination as to age, familial status, race, religion, gender, color, creed, sexual orientation,
81 national origin or ancestry, political affiliation, or disability that does not affect job performance.
82 The Union shall share equally with the Employer the responsibility for applying this provision of the
83 Agreement.

84 All references to employees in this Agreement designate both sexes, and wherever just the
85 male gender is used it shall be construed to include male and female employees.

86 The Employer agrees not to interfere with the right of employees to become members of the
87 Union. There shall be no discrimination, interference, restraint, or coercion by the Employer or any
88 Employer representative against any employee of the Union membership.

89 There shall be no coercion exercised upon any employee in an attempt to persuade them to
90 join the Union. Likewise, there shall be no discrimination, interference, threats or restraint exercised
91 upon any non-union employee. The Union recognizes its responsibility as bargaining agent and
92 agrees to represent all employees within the bargaining unit, without discrimination, interference,
93 restraint, or coercion, whether or not they belong to the Union.

94 Section 2. Work Rules. It is understood that work rules and/or regulations will not be
95 inconsistent with the provisions of this Agreement. Work rules and/or regulations will be reasonable
96 and uniformly applied in like circumstances.

97 Existing work rules and regulations pertaining to the performance of work and the conduct of
98 employees shall be available in the Street Section for review by employees. One copy of the rules
99 and regulations shall be made available to the Union. When existing work rules are changed or new
100 rules established, they shall be posted prominently on the Street Section bulletin board for a period of
101 seven (7) consecutive calendar days before implementation. In the event the Union does not agree to
102 a proposed new or changed rule or regulation which would materially affect a condition of
103 employment, it shall not take effect until the parties have met to discuss the issue. Such a meeting
104 shall take place within fifteen (15) days of receipt by the City of the Union's written objection to the
105 proposal.

106 During an emergency as declared by the Director or his/her designee, existing work rules may
107 be temporarily suspended.

108 Section 3. Policies, Rules, and Regulations not Contained in this Agreement. The parties
109 agree that all City policies and programs, as well as the administrative rules and regulations
110 implementing them, now in force or hereafter enacted in accordance with the Topeka City Code and
111 Personnel Code and not in conflict with any provision of this Agreement, shall apply to all
112 employees covered by this Agreement. The City will provide written notice of proposed new
113 policies, programs, and rules or regulations, or material changes to existing policies, programs, and
114 rules or regulations, to the Union prior to presentation for public comment. In the event the Union
115 does not agree to a proposed policy, program, rule, or regulation which would materially affect a
116 condition of employment, it will not apply to employees covered by this Agreement. Any additional

benefits and/or rights granted to all City employees by any such policy or program or the administrative rules and regulations implementing it, however, will also be applied to employees covered by this Agreement.

Section 4. Uniforms. Employees are required to wear a uniform as a condition of employment. Uniforms shall be furnished to the employee by the Employer. The Employer agrees to provide employees of the Street Section with a combination of uniforms and laundry services to include the following uniform items:

T-shirts

Jeans or bib overalls

Denim work shirts

High Visibility Coat or Heavy Coat with hood

Insulated bib overalls

Sweatshirt

Work cap/hat

A minimum of seven (7) each per uniform item will be provided excluding coats, insulated bib overalls, sweatshirts, and work caps or hats. Additional or replacement uniforms shall be subject to a "repair or replace" program administered by the Employer. In the event of lost clothing or damage due to carelessness, the employee shall pay for the replacement. Employees are expected to exercise diligence in the care of uniforms. Laundry services will be provided for all clothing (jeans, work shirts, etc.) supplied by the contracted rental company. It is the employee's responsibility to launder and maintain their high visibility t-shirts and sweatshirts.

Section 5. Protective Equipment. Employees are required to wear Personal Protective Equipment (PPE) which include protective clothing and safety-toe work boots and other certain

protective equipment as a condition of employment. Such Personal Protective Equipment (PPE) protective clothing or protective equipment shall be furnished to the employee by the Employer. Employees are required to wear safety-toe work boots of at least six inches (6") in height. Employees may wear rubber boots for specific applications (such as when working with concrete) with the approval of the Infrastructure Support Manager. The City will reimburse up to one hundred fifty dollars (\$150.00) for authorized footwear including toward the purchase of an employee's first pair and any Management authorized replacement pairs.

The Employer agrees to provide safety glasses to all employees who are required to wear them. The Employer agrees to pay up to a total of one hundred fifty dollars (\$150.00) annually toward the purchase or repair of such prescription safety glasses.

The requirement for any type of protective clothing or equipment shall be determined by the City Risk Manager, Training and Safety Coordinator, the Street Section's safety committee, and the Division Director. The cost of maintaining the protective clothing or device clean and in proper working condition, with the exception of steel-toed footwear, shall be paid by the Employer. In the event of loss or damage due to carelessness, the employee shall pay for the replacement. Employees are expected to exercise diligence in the care of protective clothing or equipment. Assigned Personal Protective Equipment (vests, hats, etc.) shall be stored on-site in the employee's assigned locker.

Section 6. Return of City Property. Employees shall return any property belonging to the City upon separation. Such property shall include, but not be limited to, the following:

- A. Uniforms furnished to the employee by the City;
- B. Any tools, equipment, and/or materials belonging to the City;
- C. Any keys that could be used to gain access to City property and all copies made thereof; and

163 D. Protective devices or clothing furnished by the City.

164 Failure to return for such property may result in the City's pursuing civil remedies to recover
165 such property or its value.

166 Section 7. Night Security. The Employer will regularly check on all employees working by
167 themselves to assure their health and safety.

168 Section 8. Performance Assessments. All employees shall be given copies of their annual
169 job evaluations. No changes shall be made on evaluations after copies have been provided. All
170 employees shall be entitled to fair and impartial evaluations. Accidents shall not cause an employee
171 to be rated downward in the event the accident is found to be no fault of the employee.

172 Section 9. Distribution of the Memorandum of Agreement. Unless advised differently by the
173 Union prior to printing, the Employer will make available to the Union one copy of this Agreement
174 for each employee in the bargaining unit within one week after receiving the reproduced copies. If
175 the City provides a copy for each bargaining unit employee, the printing cost shall be shared equally
176 between the Union and the City. Stewards will be authorized to distribute copies of the
177 Memorandum of Agreement to employees.

178 Section 10. Job Studies. Union requests for job reclassification studies shall be considered
179 on an individual, case-by-case basis. If the Human Resources Director and/or the Public Works
180 Director determine that a job study is warranted, the study shall be conducted by the Human
181 Resources Department. As a result of the study, the Director of Human Resources shall make a
182 recommendation to the City Manager, who shall make the final determination whether any
183 reclassifications are approved.

184 Section 11. Union/Management Meetings. At the request of either the Union or the
185 Employer, meetings shall be held for the purpose of considering matters of mutual interest other than

grievances, provided that mutually acceptable arrangements as to time and place can be made. Employees designated as representatives of the Union, not to exceed four (4), shall not suffer a loss of time or pay when absent from their assigned work schedules for the purpose of attending said meetings.

Section 12. Employee Assistance Programs. The City and Union agree to cooperate in encouraging employees who are in need of counseling and/or assistance in such areas as alcoholism, drug abuse, financial and/or legal difficulties, family problems, and similar areas to undergo programs directed to their rehabilitation. An employee may be required to seek appropriate remedial counseling if, in the determination of the Rehabilitation and Maintenance Manager, the employee's personal behavior and/or activity is interfering with job performance. Referrals for assistance may be arranged confidentially through either the Human Resources Department, the Director, or the Union.

Section 13. Driver's License/Insurability Requirements.

A. All bargaining unit members who are required to obtain or maintain a valid Commercial Driver's License (CDL) will be provided up to two (2) hours of on-duty time to take the initial CDL test or to renew an existing license.

B. The Employer agrees to reimburse employees for the cost of required endorsements, as determined by the Rehabilitation and Maintenance Manager, pursuant to State requirements for a CDL. The City shall reimburse employees for the first attempts to acquire or renew their CDLs, but all fees associated with subsequent attempts will be the responsibility of the employee.

C. Employees shall notify their supervisors in the event their personal driver's licenses or CDLs are suspended, revoked, or otherwise confiscated or when they are charged with any driving infraction. Such notification shall be made to the supervisor prior to the start of the next scheduled

work period. Under no circumstances shall a Street Section employee whose driver's or CDL license has been suspended, revoked, or otherwise confiscated operate a City vehicle prior to supervisory notification of the restrictive action. Failure to report the license encumbrance or the operation of a City vehicle prior to supervisory notification thereof shall be grounds for immediate disciplinary action up to and including termination from City employment.

D. An employee who suffers the loss of his or her license for a period of ninety (90) calendar days or less or becomes uninsurable under the City's current policy coverage shall be assigned to non-driving duties for a period of thirty (30) calendar days. Thereafter, an employee will be assigned to non-driving duties for which the employee is qualified for an additional sixty (60) calendar days, but will be paid at the rate for the position into which he or she is assigned. Employees may use accrued vacation, personal leave, or compensatory time during this sixty (60) calendar day period. If an employee's license is reinstated or he or she becomes insurable during this overall ninety (90) calendar day period, the employee shall be reinstated to his or her former position.

E. Unless there exists a non-driving position to which he or she can continue to be assigned without any special accommodation, an employee who suffers the loss of his or her license or remains uninsurable under the City's current policy coverage for a period of time greater than ninety (90) calendar days shall be removed from his or her position with the Street Section but kept on the City rolls with continued benefits at the minimum salary level necessary to cover the deductions therefor in an otherwise non-duty, non-pay status for an additional ninety (90) calendar days while competing for positions which have no license and/or insurability requirements. Employees may use accrued vacation, personal leave, or compensatory time during this ninety (90) calendar day period, however, to continue receiving full pay.

Section 14. Cafeteria Benefit Plan. All benefit-eligible bargaining unit members may participate in the Cafeteria Benefit Plan, established and recognized as a qualified Internal Revenue Service Section 125 Plan. Bargaining unit members shall have the same benefits, rights, and obligations as all other City employees who are members of this plan, as well as be subject to any changes in the plan that would affect those other employees.

Section 15. Deferred Compensation. All benefit-eligible employees may participate in the Deferred Compensation Plan as defined by the City of Topeka.

Section 16. Employee Development. The purpose of the City's employee development program is to promote improved productivity in City services.

A. Only full-time, benefit-eligible employees may be reimbursed for tuition expenses for academic or technical courses pursued through recognized accredited educational institutions.

B. The course must directly relate to the employee's current job duties or be an outside-the-major electives required for a degree or certificate in a field to which the employee would have a reasonable expectation of being promoted while employed at the Street Section.

C. Up to one thousand dollars (\$1000.00) annually may be authorized and reimbursed for eligible employees.

D. An employee must complete the request for tuition reimbursement form as provided by the Human Resources Department and have the concurrence and signature of his/her Rehabilitation and Maintenance Manager, Director, Department Head, and the Human Resources Department before the employee can 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 of "C" (70th percentile) or above and proof of payment for the course must be received by the Human Resources Department within two months after the ending date of the semester/session/quarter in which it was taken 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; continuing education courses; 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 Bill), grants, scholarships, and similar programs.

F. An employee attending a course pursuant to these guidelines during working hours may arrange with his/her supervisor to utilize compensatory time, vacation time or time without pay as scheduling/staffing allows as determined by Management for the time utilized to attend the course(s).

G. The Director shall make every effort to budget for and approve reimbursement for academic courses for employees. The Director shall approve courses on a first-come, first served basis in a non-discriminatory manner. Approval will be subject to budgetary constraints.

H. American Concrete Institute (ACI) certification or recertification will be paid by employer.

Section 17. Mileage Reimbursement. Reimbursement to an employee for the use of his or her private vehicle for City business shall be conditioned upon approval by the Director prior to such use. Requests for approval after the use shall only be honored in extraordinary circumstances where

pre-authorization was not feasible -- and in any event at the total discretion of the Director.
Approved reimbursement shall be at the rate established by the City.

Section 18. Employee Wellness Development Program. To encourage policies and practices that enable employees to achieve optimal physical and mental health, the City shall offer a physical fitness facility to bargaining unit employees. All those wishing to participate in a physical fitness program must apply through the City Wellness Center prior to the start of a class. This program may be subject to budgetary restrictions.

Section 19. Benefits Committee. The Union shall be entitled to select one (1) employee from the bargaining unit as a representative on any City Employees Benefits Committee. Such representative shall receive his/her regular rate of pay for the time spent in meetings during regularly scheduled hours of employment, not to exceed two (2) hours per month. The Director or designee may, however, authorize additional time on a case-by-case basis upon written request from the employee representative.

Section 20. Personal Day. All bargaining unit employees shall, upon successful completion of their initial employment probationary periods (minimum 6 months, maximum 9 months), be granted one (1) discretionary personal day off with pay per calendar year. Employees must schedule such personal days off with their Section Supervisor. This personal day cannot be carried over from one (1) calendar year to the next except due to extenuating circumstances as approved by the Section Supervisor. However, in all instances the Personal Day must be used by June 30th of the next calendar year or be lost.

a) Personnel, while working five day - 8 hour shifts will be granted 8 hours for their personal day.

b) Personnel, while working four day – 10 hour shifts will be granted 10 hours for their personal day.

303 Section 21. Residency. Employees hired after December 31, 1981 must either be bona fide
304 residents of Shawnee County at the time of appointment or establish such residency within six (6)
305 months of completion of their initial employment probations. Residency shall also be maintained
306 within the limits of Shawnee County for the duration of City employment. The City Manager may
307 grant one extension, not to exceed six (6) months, for the establishment of residency for good cause
308 shown.

309 Section 22. Cell Phones.

310 In the event an employee is provided with a cell phone, the restrictions on and rates per
311 minute for personal use will be commensurate with City policy.

ARTICLE 3

DEFINITIONS

The following terms, when used in this Agreement, shall have the meaning ascribed to them unless the context clearly indicates otherwise:

- A. Full-time Employee is one who works 40 hours per week on a regular and continuing basis.
- B. Part-time Employee is one who works less than 40 hours per week on a regular and continuing basis.
- C. Regular Employee is a benefit-eligible, full- or part-time employee who has satisfactorily completed a probationary period as stated in Article 10, Section 2.
- D. Temporary Employee is one who works on an irregular or non-permanent basis.
- E. Overtime shall mean work approved by the Rehabilitation and Maintenance Manager or designee in excess of 40 hours per week in pay status.
- F. Classifications shall be defined as the categories into which employees are grouped and which are specified in Section 4 of Article 1 of this Agreement.
- G. Permanent Employee is a benefit eligible, full-time or part-time employee, if they have satisfactorily completed a probationary period.
- H. Probation shall mean that period of time that supervisors assess the work of an individual in order to determine the ability of the individual to perform the required responsibilities of the assigned position and continue employment in the assigned position.
- I. Probation Initial Hire shall apply to all newly hired employees and shall constitute a

336 period of time not less than 1040 work hours which may be extended for an
337 additional 520 work hours if performance is deemed to be unsatisfactory by the
338 supervisor upon completion of the 1040 hour period.

339 J. Probation Interim shall apply to all newly promoted, transferred and/or voluntarily
340 demoted employees and shall constitute a period of time not less than 520 work hours
341 which may be extended for an additional 520 work hours if performance is deemed to
342 be unsatisfactory by the supervisor upon completion of the 520 hour period.

343 K. Emergency is defined as an unexpected occurrence requiring immediate action or
344 attention such as a utility failure in the roadway, local disaster, a weather event, snow
345 emergency, or other public disaster that may cause the need for the clearing of streets
346 and alleys.

347 J. Weather Event is a weather occurrence such as snow, sleet, strong damaging winds,
348 tornado, flooding, etc. that may cause the need to close or clear roadways, bridges,
349 and overpasses.

350 K. Personal Protective Equipment (PPE) is protective clothing, equipment, gear or other
351 device required to be worn by the employee to provide protection. Such equipment
352 and devices are ANSI certified. Equipment are considered to be but not limited to
353 safety vests, hats, safety-toe work boots, etc.

ARTICLE 4

MANAGEMENT RIGHTS

Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers, and authority of the Employer as granted to it under the laws of the State of Kansas and the Municipal Code. The rights, powers, and authority include, but are not limited to, the following:

- a) Direct the work of its employees;
- b) Hire, promote, demote, transfer, assign, recall, and retain employees in positions within the Section or Division;
- c) Discipline, suspend, demote, or discharge employees for just cause;
- d) Maintain the effectiveness, productivity, and efficiency of governmental operation;
- e) Relieve employees from duties because of lack of work or for other legitimate reasons;
- f) Take actions as may be necessary to carry out the mission of the City in emergencies as declared by Management; and
- g) Determine the methods, means, and personnel by which operations are to be carried on.

The provisions of this Article shall not, however, be used for the purpose of undermining the Union.

The work performed by supervisory/Management personnel in responding to various urgent/emergency situations during their on-call duty period is not to be used by Management as a means of laying off bargaining unit personnel or refusing to fill a bargaining unit position vacated by termination, retirement, or other forms of attrition. The parties agree that, if Management is aware

378 that there is a need for overtime work (other than the types of work routinely performed by on-call
379 Management personnel during their on-call duty periods), then the work shall be performed by a
380 bargaining unit employee, subject to the provisions of Article 8 of this Agreement. The parties also
381 agree that work that will result in a continuation of a regular work schedule shall be performed by a
382 bargaining unit employee, subject to the provisions of Article 8 of this Agreement.
383

384
385 **ARTICLE 5**

386 **GRIEVANCE PROCEDURE**

387
388 Section 1. Definition. A grievance is defined to be any matter in which an employee
389 maintains that his or her rights or privileges have been violated by reason of the City's interpretation
390 or application of the provisions of this Agreement. Such matter(s) shall be resolved exclusively in
391 accordance with the procedure herein provided. Both parties agree to keep the grievance procedure
392 free of non-meritorious claims.

393 Section 2. Applicability. This process shall apply to permanent employees in the bargaining
394 unit. Initial probationary employees may utilize the procedure for benefit issues only.

395 Section 3. Representation. The Union shall be the exclusive representative of all the
396 employees in the bargaining unit for purposes of presenting to and discussing with the City
397 grievances arising from their employment.

398 Section 4. Union Grievances. Union Officers or Stewards who are members of the
399 bargaining unit shall have the right to initiate a grievance when any provision of this Agreement is
400 alleged to have been violated or when the Employer's interpretation of the terms and provisions of
401 this Agreement is different from the Union's.

402 Section 5. Steward System. The Employer agrees to recognize stewards who have been
403 designated by the Union to serve in this capacity. The number of stewards, selected from among
404 regular employees in the bargaining unit, will not exceed three (3), subject to modification by mutual
405 agreement of the parties. One of the stewards in the Street Section selected by the Union shall be
406 designated as the Chief Steward.

407 The Union agrees to provide the Employer a list of all stewards, designating their
408 assignments as a regular or alternate steward. The Employer agrees to provide a list of all
409 supervisors, designating the areas in which they serve. The Chief Steward is not restricted to any
410 area in performing assigned functions. The steward list will be maintained on a current basis.

411 Stewards shall be allowed reasonable time during working hours, without loss of pay or
412 leave, for the purpose of investigating grievances in the unit represented by the steward. Reasonable
413 time for this purpose shall be interpreted to mean not more than forty five (45) minutes per week. If
414 there are two (2) or more grievances filed in any one (1) week period, however, the investigating
415 steward shall have one (1) hour to investigate them. Requests to the Director or designee for
416 extensions of this time limit will normally be granted. Before leaving the assigned work area, the
417 Steward will notify the appropriate Supervisor and advise:

- 418 1. That the absence will involve Union business as it relates to possible grievances; and
- 419 2. The location to which the Steward is going.

420 It is understood that the work and service provided by the Employer are the primary concern
421 and that such requests for absences on Union business will reflect that concern. If the Supervisor
422 feels that the Steward cannot be excused at the requested time, the Supervisor will make
423 arrangements for him/her to be excused as soon as practical. On arriving at the destination, the
424 Steward will seek out the person in charge and advise the following:

- 425 1. The purpose of the Steward's visit; and
- 426 2. The name of the employee to be seen.

427 The Supervisor normally will make the employee available. If that cannot be done because of
428 work demands, the Supervisor will arrange to make the employee available as soon as possible.

429 Alternate stewards will function as stewards in the absence of the regular stewards and will

observe the procedures set forth in this Section.

The Chief Steward will observe the procedures set forth in this Article except that he or she will be allowed one and a half (1½) hours per week for investigating grievances.

An employee desiring to leave his or her assigned work area to discuss a grievance/complaint with a steward will obtain prior permission from the immediate Supervisor. Permission will not be unduly denied.

Section 6. Procedure. The City and the Union agree to the following steps, time limits, and conditions for presenting and adjusting grievances:

STEP 1: A grievance must be taken to the Rehabilitation and Maintenance Manager within fourteen (14) calendar days following knowledge of the problem and discussed among that Rehabilitation and Maintenance Manager , the aggrieved employee(s), and the Union Steward. If the grievance is not settled within ten (10) calendar days following this discussion, the grievance shall be reduced to writing on forms provided by the City and submitted to the next step.

STEP 2: In the event Step One does not resolve the matter, the written grievance shall be forwarded to the Production Manager within the above ten (10) day period. The grievance shall be signed by the employee and the Union Steward and set forth the facts of the dispute, the relief sought, and the specific provision or provisions of the Contract alleged to have been violated. Second step grievance discussions shall take place at a meeting with the Production Manager, grievant, and Union Steward. Such meeting shall be scheduled and held within ten (10) calendar days of receipt by the Production Manager. The City shall give its written answer within seven (7) calendar days after the close of discussion.

STEP 3: In the event Step Two does not resolve the matter, the written grievance shall be forwarded to the Director of Street Maintenance and Traffic Operations within the ten (10) day

period following receipt of the City's answer. The grievance shall be signed by the employee and the Union Steward and set forth the facts of the dispute, the relief sought, and the specific provision or provisions of the Contract alleged to have been violated. Third step grievance discussions shall take place at a meeting among the Director of Street Maintenance and Traffic Operations, the grievant, and the Union Steward. Such meeting shall be scheduled and held within ten (10) calendar days of receipt by the Director of Street Maintenance and Traffic Operations. The City shall give its written answer within seven (7) calendar days after the close of discussion.

STEP 4: Such answer shall be final unless the grievance is appealed by written notice to the Director of the Office of Utilities & Transportation within seven (7) calendar days after receipt of the City's third step answer. Fourth Step grievance discussions shall take place at a meeting among the Director of the Office of Utilities & Transportation or designee, the Director of Street Maintenance and Traffic Operations, the grievant, and the Union representatives. Such meeting shall be scheduled and held within ten (10) calendar days of receipt of the appeal by the Director of the Office of Utilities & Transportation. The City shall give its written answer within seven (7) calendar days after the close of discussion.

STEP 5: Only the Union may advance a grievance beyond Step 4. The answer of the Director of the Office of Utilities & Transportation at the Step 4 level shall be final unless the Union appeals the decision to the Human Resources Director within seven (7) calendar days after receipt of the answer from the Director of the Office of Utilities & Transportation. The Human Resources Director or designee shall investigate and conduct an informal hearing into the matter. The Human Resources Director shall provide a final answer for the Union within fifteen (15) calendar days of receipt of the appeal.

STEP 6: The answer of the Human Resources Director shall be final unless the Union appeals the grievance to arbitration by giving written notice of a desire to arbitrate to the Human Resources Department within ten (10) calendar days after receipt of the City's fifth step answer. The union will provide payment for one-half of the expense to obtain a roster of arbitrators within ten (10) days of the notification of the intent to arbitrate. Failure to submit payment for the roster within ten (10) days of filing a notice of intent to arbitrate will result in a withdrawal of the notice and the matter will be considered settled on the basis of the City's last answer.

Section 7. Arbitration. If the grievance is appealed to arbitration, the parties shall first meet to agree upon an arbitrator. This meeting shall take place within ten (10) calendar days of receipt of the notice specified in Step Six. Failing such agreement, the parties shall jointly ask the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Should the first list of arbitrators be unacceptable, either party may request that a second list of arbitrators be provided. The party requesting arbitration shall strike the first name and each party shall strike one name alternately until one arbitrator is left. The arbitrator shall be notified of his/her selection and a request shall be made that the arbitrator set a time and place for the hearing subject to the availability of City and Union representatives. The parties shall attempt to stipulate to the issue(s) before the arbitrator. At any time upon mutual agreement from both parties there may be an extension of any timelines within this Article.

Section 8. Authority of Arbitrator. Only one grievance may be decided by an arbitrator at any hearing unless the parties mutually agree to waive this requirement. The arbitrator shall have no right to add to, subtract from, nullify, ignore, or modify any of the terms of this Agreement or expand the issue(s). The arbitrator shall consider and decide only the particular issue(s) presented in writing by the City and the Union. The arbitrator's decision shall be based solely upon his/her interpretation

of the terms of the Agreement. If the matter sought to be arbitrated does not, in the arbitrator's judgment, involve an interpretation of the terms or provisions of this Agreement, he/she shall so rule.

The decision of the arbitrator shall be final and binding on the City, the Union, and the employee or employees involved.

Section 9. Arbitration Expenses. The expenses of the arbitrator, including fees, shall be shared equally by the City and the Union. Each party shall be responsible for its own arbitration expenses. When an employee of the bargaining unit is subpoenaed by either party in an arbitration case, that employee may appear without loss of pay if he/she appears during his/her regularly scheduled hours of work.

Section 10. Effect of Time Limits. The parties agree to follow each of the foregoing steps in the processing of a grievance. If, in any step, the City's representative fails to give a written answer within the time limit specified, the grievance shall automatically be transferred to the next step at the expiration of such time limit. Any grievance not moved by the Union to the next step within the time limits provided following the City's answer will be considered settled on the basis of the City's last answer. The number of days to answer or move a grievance may be extended by mutual agreement.

Section 11. Expedited Grievance Procedure. In the event of an actual or proposed termination, the Union may bypass Steps 1, 2, 3, and 4 and file the grievance directly with the Director of Human Resources, as indicated in Step 5, who will make the final determination on behalf of the City. All arbitration procedures thereafter shall be in accordance with the provisions of Sections 7 and 8 of this Article.

521 **ARTICLE 6**

522 **DISCIPLINE AND DISCHARGE**

523 Section 1. Policy. The City reserves the right to, with just cause, discharge, suspend or
 524 otherwise discipline employees for violations of City and/or departmental rules and regulations. All
 525 disciplinary and corrective actions shall be subject to the provisions of the grievance procedure
 526 contained in this Agreement. The seriousness of an offense will often vary with the circumstances
 527 prevailing at the time of the occurrence and the motives which prompted the offense. Related and
 528 mitigating factors shall be considered when determining the appropriate action to be taken. The
 529 disciplinary process involves four steps of progressive discipline for infractions of a similar nature
 530 and which are of a nature not serious enough to constitute just cause for immediate suspension or
 531 discharge. The progressive steps are:

532 Caution Counseling -- Verbal discussion documented as to issue addressed, initialed by both
 533 the supervisor and the employee, with a copy provided thereto, and placed in the employee's
 534 personnel file.

535 Written Reprimand -- Signed by the supervisor and the employee, to acknowledge receipt
 536 thereof, witnessed by a Union Steward, and placed in the employee's personnel file.

537 Suspension -- Notice in writing of a removal from pay status for a specified period of time,
 538 with, at the employee's discretion (subject to Director concurrence), an alternative forfeiture of the
 539 equivalent amount of accrued vacation leave (provided, however, that decisions regarding such
 540 substitutions, while deserving of an explanation, shall not themselves be grievable.)

541 Discharge -- Notice in writing of termination of employment with the City of Topeka for an
 542 offense(s) or recurrence of offenses serious enough to warrant such.

543 In the event an employee refuses to acknowledge receipt of a copy of any action, it shall be

noted by the Supervisor and initialed by the Union Steward. Employee assistance measures may be utilized if deemed appropriate by Management. (See Article 2, Section 12).

Section 2. Procedure. The progressive disciplinary system listed is intended to serve as warning to the employee that he/she needs to improve in the listed area and that repeated incidents may result in suspension or termination. The steps of progressive discipline are intended as a guideline for the application of discipline but the City may apply any level of discipline commensurate with the seriousness of the offense committed.

The City 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 City may place the employee to be terminated on administrative leave with or without pay pending the resolution of an appeal filed under the provisions of Article 5 of this Agreement.

Offenses not normally considered serious enough to warrant immediate suspension or termination:

1. destruction or loss of City property;
2. improperly using or obtaining leave time;
3. tardiness;
4. absence without permission or proper notice;
5. interference with the regular conduct of City business;
6. using City vehicles, property or equipment for personal use;
7. consistent or continual unavailability for work;
8. engaging in habits that interfere with the individual's or any other employee's performance on the job;

9. violations of any work rule governing a management's right or

Administrative Rule and Regulation which governs a mandatory

subject not contained within this Agreement.

The above list does not constitute a complete and total listing of offenses but is for illustrative purposes only.

Section 3. Grounds for Suspension or Termination. Compliance with Department and Section rules is necessary to a safe and efficient workplace and to maintaining sound relationships with employees. Below is a listing of offenses (not all-inclusive) which are of such a serious nature as to warrant immediate discharge or suspension and for which the Employer shall have the absolute right to take such actions without prior notice. With offenses of this nature an employee may be placed on unpaid administrative leave while an investigation is being conducted. If the investigation lasts longer than one week (five regular work days), the employee will be put on paid administrative leave until the investigation is concluded. Related and mitigating factors may be considered, however, when determining the appropriate response to misconduct. The City reserves the right to determine that any violation of rules and/or regulations may constitute just cause for immediate suspension or termination depending on the circumstances relating to the offense.

Examples of offenses which may constitute sufficient and just cause for immediate suspension or termination are as follows.

1. Refusing to perform work assignments.
2. Leaving work assignment and/or City property without permission.
3. Insubordination.
4. Removal of any City property from City premises for the employee's personal use and/or the disposal of any property without the written approval of the Director or

- 590 designee.
- 591 5. Theft of property belonging to the City
- 592 6. Knowingly falsifying information to the City or knowingly making false statements
- 593 in matters relative to employment.
- 594 7. Dishonesty in any form or degree.
- 595 8. Fighting, including striking a fellow employee or supervisor, or threatening a fellow
- 596 employee or supervisor with apparent intent to cause bodily harm.
- 597 9. Soliciting or performing during duty hours work not authorized or directed by or
- 598 otherwise beneficial to the City.
- 599 10. Performing non-City related activities during paid work time (e.g. sleeping,
- 600 performing personal activities such as artwork or online or catalog shopping).
- 601 11. Consumption of alcohol or possession or use of illegal drugs during working hours or
- 602 the inability to perform duties because of being under the influence of either or any
- 603 other violation of the City's Alcohol and Controlled Substance Policy.
- 604 12. Willful and/or reckless neglect of duty.
- 605 13. Accident or injury caused by failure to follow safety procedures or by inattentiveness
- 606 of the employee.
- 607 14. Failure to return to work after an approved leave of absence or failure to return to the
- 608 job after any other approved departure.
- 609 15. The use of unreasonable and abusive language or unacceptable treatment of a client,
- 610 citizen or other individual in the community, or City employee on the City payroll.
- 611 16. Violation of the City's No Harassment or Discrimination Policy.
- 612 17. Solicitation or acceptance of money or anything of value to influence decisions in

public matters or as a reward for such decisions.

18. Possession of any type of firearm, explosive or concealed weapon without specific authority.

19. Possession, sale, consumption or being under the influence of any alcoholic, narcotic or other non-prescription substance while on the work site, except to the extent governed by the City Substance Abuse Policy.

20. Other violations of a similar nature.

The above list does not constitute a complete and total listing of offenses but is for illustrative purposes only.

The preceding list does not limit Management's right to take appropriate corrective or disciplinary actions for just cause as necessary. Employees may request the presence of a Union Steward at all disciplinary proceedings.

A permanent employee, as defined in Article 3, Paragraph C, of this Agreement, may be removed for just cause. Any employee so removed shall be given written notice of his/her dismissal with the reason(s) therefor. Any terminated employee shall be taken off the payroll immediately.

Section 4. Manner of Discipline. If the Employer has reason to discipline an employee, it shall be done if at all possible in a manner that will not embarrass the employee in front of other employees or the public.

Section 5. Notification of Disciplinary Action. For all proposed disciplinary actions, the Employer shall notify both the Union Business Agent, Steward, and the employee involved that a corrective measure is being contemplated and why. With that notification, employees shall be informed of their right to Union representation if they so choose. It is the responsibility of the employee, however, to make the representation request. The employee may waive Union

representation, but must do so in writing. If waived, the employee and/or the Union representative shall be given the opportunity at the ensuing meeting to rebut or clarify the reasons for such possible discipline. Such meeting shall occur within fourteen (14) days of Management's having knowledge of the underlying problem, unless the Chief Union Steward is advised within that time frame that an extension is necessary and why.

Section 6. Form and Measure of Disciplinary Action. In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee, Union Business Agent and the Union Steward, (if representation has been requested) a clear and concise statement in writing of the disciplinary action and reasons therefor. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct. An employee shall continue to be entitled to the presence of a Union representative at any phase of a disciplinary action, even if previously waived. If there is no Union representation in a disciplinary matter, no resulting penalty can be used as a precedent for the handling of a similar incident in the future.

Section 7. Personnel File. A copy of any adverse action shall be given to the employee. All records of disciplinary actions of a nature not serious enough to warrant immediate suspension or discharge shall not be used for progressive disciplinary purposes after eighteen months from the date of the underlying incident if there has been continuous service free from additional disciplinary actions for violations of a similar nature. Records of disciplinary actions involving suspensions shall remain in the personnel file and may be considered along with future violations of a similar nature for disciplinary purposes for thirty-six (36) months from the date of the underlying incident. Disciplinary actions involving policy violations of a harassing, discriminatory, or workplace violence nature will remain on file and may be considered along with future violations of a similar nature for the duration of employment.

659 **ARTICLE 7**

660 **HOURS OF WORK**

661 Section 1. Regular Hours. The normal work week for full-time employees in the bargaining
662 unit shall be forty (40) hours in a regularly recurring period of one hundred sixty-eight (168) hours in
663 the form of seven (7) consecutive twenty-four (24) hour periods. The normal work day for full-time
664 employees shall be eight (8) hours within a twenty-four (24) hour period. The Employer agrees to
665 meet with the Union during the life of this contract to work alternative work schedules to include 10-
666 hour workdays within a 24-hour period in four (4) consecutive days (Monday – Thursday or Tuesday
667 – Friday). All employees shall be assigned to a regular work shift and each work shift shall have a
668 regular starting and quitting time.

669 Section 2. Work Schedules. Work schedules are defined as an employee's assigned hours,
670 days of the week, days off, and shift rotations. All work schedules showing employees' shifts, work
671 days, and hours shall be posted on applicable departmental bulletin boards.

672 The Employer shall provide five (5) calendar days' written notice to the Union and the
673 affected employees prior to making permanent changes in work schedules. Employees will not be
674 sent home early for the purpose of avoiding overtime.

675 Work schedules will not require employees to work split shifts or consecutive shifts, except
676 in emergencies as stated in Section 9.

677 In the situation of a weather event or emergency, management shall have the discretion to
678 assign staff for a work shift outside of their normal work shift until the work for that event is
679 completed. Management will notify staff as soon as practicable if they are being assigned to an
680 alternate work shift due to a weather event or an emergency. Employees shall be allowed
681 sufficient time not to exceed one (1) hour without pay to report to an emergency shift. This does

not apply in cases of extreme emergencies.

Supervisors shall cooperate with employees required to work overtime in making arrangements for contingencies such as daycare and shared rides.

Section 3. Rest & Meal Periods.

A. All employee work schedules shall provide, where applicable, for a fifteen (15) minute rest period during each one-half shift. The rest period shall be at the job site or in close proximity. Supervisors shall cooperate with employees required to work overtime in making arrangements for contingencies such as daycare and shared rides. When the work being done is incidental to an emergency declared by the Rehabilitation and Maintenance Manager or designee, employees shall not be entitled to rest periods until the emergency work has been completed.

B. All employees shall be granted a meal period during each work shift. Those meal periods shall be as near the middle of the shift as possible. Meal periods themselves shall be with pay and shall be at the job site or in close proximity. There is no set time period to eat a meal, but employees are expected to take only a minimum amount of time for that purpose and only when work allows to do so (grab and go). The Rehabilitation and Maintenance Manager or designee may reschedule meal periods during, but not beyond, the sixth (6th) hour of a shift. Employees working a regular ten (10 hour, four (4) day work schedule shall be granted a paid thirty (30) minute meal period during each work shift. Those employees allowed a thirty (30) minute meal period shall be permitted to eat as near the middle of the shift as possible. The meal period shall be at the job site or close proximity.

C. Employees called back or required to work outside of normal work hours shall be

705 given paid fifteen (15) minute rest periods after each two (2) continuous hours of
706 work and/or paid thirty (30) minute combination rest and meal periods after each four
707 (4) continuous hours of work.

708 The City will provide either an actual meal itself or a single allowance of six
709 dollars and fifty cents (\$6.50) to an employee who is required to work four (4) or
710 more continuous hours of unscheduled overtime beyond a normal shift. If the
711 employer determines that the employee's work cannot be interrupted for a full meal
712 break, the employee shall be entitled to only enough time to eat the meal.

713 Section 4. Post-trip Inspection/Clean-up. Employees shall be granted twenty (20) minutes at
714 the ends of shifts to both clean-up; perform post-trip inspections; brief supervisors on work
715 accomplished; receive assignments for the next day; and prepare vehicles and equipment
716 accordingly.

717 Section 5. Time and Place for Reporting for Work. Employees shall be ready to commence
718 work or depart from their reporting stations for job assignments at the beginning of each work
719 schedule and work until the end of their work shift excluding the allowed clean up time per the
720 bargaining unit agreement. Employees are required to use a time capture device and must clock in
721 before the beginning of any work shift and clock out at the end of the shift. The employee must call
722 the designated phone number no later than one-half (1/2) hour before the start of the shift if they will
723 be absent or late. Employees are not authorized to leave the work site early without the Infrastructure
724 Support Manager's approval of authorization to leave prior to the end of the shift. Each employee is
725 responsible for ending his or her work shift at the appropriate time.

726 Section 6. Reporting Time. Any employee who presents himself/herself for work as
727 scheduled shall be assigned to at least one (1) hour of work on the job for which he/she was

scheduled.

Section 7. Call/Show-up Time. Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of three (3) hours “show-up” time or the actual number of hours worked, whichever is greater, at his/her scheduled hourly rate. Only one show-up allowance may be paid an employee per 24-hour period, after which compensation will be for actual hours worked.

Section 8. Shift Differential. Full time employees of the Street Section shall be eligible for Shift Differential as follows:

1. Shift work starting at or after 7:00 p.m. but before 3:00 a.m. shall qualify for the differential.
2. As an exception to the normal requirement that shift work be regular and recurring, those who bid on and are assigned to pre-established “night” shifts for emergency snow removal shall also receive the differential for hours worked in that contingency capacity.
3. If an employee volunteers for or is otherwise assigned to fill-in on a temporary basis for an absent co-worker on shifts that would ordinarily satisfy the criteria of subsection 1 above, that employee shall be entitled to the differential for all hours worked in that assignment.
4. Employees assigned to such night schedules shall be paid an additional seventy cents (\$.70) per hour.
5. For the purposes of either standby actually worked, or overtime performed, in conjunction with an underlying qualifying night schedule, Shift Differential, as a premium pay, shall be added prior to calculation of one and one-half (1½) times the

employee's regular hourly rate.

6. Payment of Shift Differential shall only be for actual hours worked and not applied to non-duty status compensation for vacation; sick, funeral, or emergency leave; compensatory or holiday time; and any related absence with pay.

Section 9. Exceptions. When the Director or designee has determined that an emergency exists, the Union agrees that the provisions of this Article may be temporarily suspended in order to control the situation which has caused the emergency.

Section 10. Standby. Any employee selected by Management as being on standby and specifically designated as a standby employee shall be compensated one hour at straight time for each consecutive eight-hour block of time the employee is on standby. The eight-hour blocks of time shall commence at the end of the employee's scheduled workday and shall run consecutively thereafter. In the event that standby causes an employee to accrue hours in excess of forty (40) in a work week, then those hours shall be treated as overtime hours and subject to the same rules that apply in Section 8.

- Employees are assigned to standby on a seven-day rotational basis using a standby /call list. This person will be utilized for all work calls received after normal duty hours, on weekends and holidays.
- Once an employee is assigned a standby assignment, it shall be the employee's responsibility to complete the work assignment. In the event an employee cannot complete the work assignment for personal reasons after the normal quitting time, it shall be that employee's responsibility to find another standby eligible employee to complete the assignment. If an employee covers for a standby employee, a minimum of 24 hours must be exchanged by the employees. Any employee excused or deferred from standby will have the amount of time

774 and pay deducted for the time they were not available to respond. The employee that filled in
775 for the scheduled standby employee would receive the any overtime pay and the standby pay
776 for they period they worked.

- 777 • Eligibility. Employees must have qualified in the following pieces of equipment to be
778 eligible to be on standby.

779 a. Sweeper Vac / 3-Wheel Sweeper

780 b. Loader

781 c. Flush Truck

782 d. Dump Truck

783 e. Bobcat

ARTICLE 8

OVERTIME

Section 1. Policy and Practice.

A. Definition. Overtime is defined as all hours in pay status in excess of forty (40) hours in any scheduled work week and the hours/days identified in Section 4 of this Article. Overtime work must be approved by the Section Manager.

B. Holdover. Employee(s) with relevant skills involved in work that requires them to be held over in order to complete the assignments will be offered that opportunity for overtime without regard to the normal seniority list.

C. Rate of Pay. Compensation for overtime work shall be at one and one-half (1½) times the employee's regular rate of pay.

D. Eligible Employees. For the purposes of this Article, only those employees in a non-leave pay status are eligible for overtime work and need to be called, provided, however, that an employee on approved vacation leave may ask to be retained on a particular overtime list for emergencies only.

Section 2. Distribution of Overtime Work.

A. The Production Manager will determine categories of employees for overtime work. However, he/she will notify the Union in advance of any proposed changes in those categories in order that its input may be considered before implementation.

B. Snow removal shifts will be determined by seniority bid for day or night shift in October of each year. Once shifts have been established, necessary overtime due to inclement weather will utilize the day call or night call process. When overtime begins within three (3) hours of the start of the day shift, the day shift will be called for overtime work. When the overtime begins

within three (3) hours of the start of the night shift, the night shift will be called for overtime work.

C. When an overtime assignment becomes available, except for holdover or emergency snow removal situations, efforts will be made to contact the first qualified person at the top of the list to offer him/her the opportunity to work. Anytime the contacted employee is available and accepts an overtime assignment his/her name is placed at the bottom of the list. Anytime an employee is contacted and declines an overtime assignment, his/her name is placed on the bottom of the list. Any employee who has been called out for and is still on an overtime assignment will be required to finish that assignment before being considered for another opportunity.

D. After a list of eligible employees has been exhausted, the least senior employee qualified to perform the work in question will be required to accept the overtime assignment.

Section 3. Employee's Obligation to Accept Overtime Work. Any employee shall have the right to refuse the first call for overtime work on an individual overtime job, but must accept the assignment on the second call.

Section 4. Definition of Pay Status. For the purposes of this Article, the following shall be considered hours worked pursuant to Fair Labor Standards Act (FLSA) requirements for calculation of overtime:

1. Holiday time
2. Vacation time
3. Up to 3 additional days that are provided for Perfect Attendance Incentive

Section 5. Compensatory Time. Compensatory time shall be given in accordance with the provisions of the FLSA, but all employee requests for such shall require supervisory approval. In the event of a snow or other similar emergency declared by the City Manager whereby all "non-essential" employees are directed to stay at home with pay and without assessment of personal leave,

832 all Street Section workers covered by this Agreement who are considered essential and therefore
833 required to (and do) report shall receive in Compensatory Time the same number of hours as those
834 deemed non-essential are excused from duty, less any time such essential Street employees are
835 themselves granted absences from normal work schedules. New hire initial probationary employees
836 will not be eligible for compensatory time until they have successfully completed their probation
837 except for snow removal and emergency overtime. All overtime for initial probationary employees
838 will be paid at the applicable overtime rate.

839

ARTICLE 9

SENIORITY

Section 1. Definition. Seniority shall be defined as the total length of uninterrupted service accumulated by an employee in each of the following categories:

- A. City Seniority - The total length of uninterrupted service following initial date of hire with the City.
- B. Division Seniority - The total length of uninterrupted service following the date of assignment to the specific division where the employee is currently employed.
- C. Classification Seniority - The total length of uninterrupted service following the date of assignment to a specific job classification within a specific division of the City.

Employees shall accrue seniority for time spent on involuntary Military Leave or leave as a result of an on-the-job injury or as provided elsewhere in this Agreement.

Section 2. Loss of Seniority. An employee's seniority accumulation shall stop if the employee:

- 1. Is discharged for just cause (unless reversed and awarded back pay through the grievance or other legal procedure).
- 2. Retires.
- 3. Quits or resigns. Any employee who voluntarily resigns on good terms and returns to work in the same division within one hundred twenty (120) days shall receive credit for all City seniority previously accrued. However, unless an employee receives direct compensation from the City during that 120 day period, he/she shall accrue no further seniority. Divisional and Classification seniority shall commence on the date the employee returns to work.

863 Section 3. Seniority List. The Director shall maintain an up-to-date seniority list of all
864 employees containing the name of each employee, date of hire, date entered the Division, and date
865 entered the classification.

866 Every six (6) months the City shall update and post the seniority lists on the official bulletin
867 boards and submit a copy to the Union. The City and the Union shall be allowed thirty (30) days to
868 notify one another of any errors they find in the seniority lists as posted.

869

870 **ARTICLE 10**

871 **PROBATIONARY EMPLOYEES**

872 Section 1. Definition. Probation shall mean the period of time that supervisors assess the
873 work of an individual in order to determine the ability of the individual to perform the required
874 responsibilities of the assigned position and continue employment in the assigned position.

875 Section 2. Initial Probation. Each employee, following initial employment, shall be subject
876 to a minimum probationary period of 1,040 work hours. This probationary period may be extended,
877 for just cause, by the Employer for up to 520 additional work hours if the performance demonstrated
878 by the employee does not conclusively illustrate reasonable ability to complete the expected duties
879 and if the action to extend the probationary period is taken prior to the end of the 1040 work hours.
880 The Employer agrees to notify employees and the Union in writing of decisions to extend initial
881 probationary periods.

882 All new employees serving in their initial probationary period with the Employer or in a
883 subsequent employment status interrupted by more than one hundred twenty (120) days shall be
884 considered probationary employees until they have completed one thousand forty (1040) work hours
885 after which their seniority shall date back to their most recent date of hire. The Employer shall be the
886 exclusive judge of a probationary employee's qualifications and ability and shall be the exclusive
887 judge in deciding whether to continue such an employee's employment. Provided, that Management,
888 in the interests of the efficient operation of the Division or to increase an employee's chance of
889 succeeding at this new position, may increase the probationary period up to an additional one
890 thousand forty (1040) work hours. An employee who does not successfully complete the initial
891 probationary period may be terminated for just cause.

Section 3. Interim Probation.

All employees within the Bargaining Unit shall be eligible for a transfer to a job classification in the same, lower or higher salary range as their current job classification without regard to race or sex, provided each employee shall meet the minimum requirements of the classification, and provided further, that such transfers or voluntary demotions or promotions within or from outside the bargaining unit shall be on a probationary basis for five hundred twenty (520) work hours. For all employees transferred or voluntarily demoted or promoted to the job classifications listed below, the probationary period shall be extended to one thousand forty (1040) work hours. Personnel assigned to the Street Maintenance Section, provided that Management, in the interests of the efficient operation of the Division or to increase an employee's chances of succeeding at his/her new position, may increase the probationary period up to an additional one thousand forty (1040) work hours.

Section 4. CDL Requirement.

All initial probationary employees shall be required to have or obtain a Class A CDL prior to the completion of their initial probationary periods. The necessary on-duty time shall be allowed for this, consistent with the provisions of Article 2, Section 13.A.

908 **ARTICLE 11**

909 **VACANCIES-TRANSFERS-PROMOTIONS - DEMOTIONS**

910 Section 1. Definitions.

911 A. Vacancies: For the purposes of this Article, a vacancy is created when the
912 City/division increases the work force and/or chooses to fill an open position created
913 by a termination, resignation, or promotion.

914 B. Transfers:

915 For the purpose of this article, a transfer shall be defined as an interdepartmental or an
916 intradepartmental move into the Street Maintenance Section, Equipment Operator
917 Classification. Employees transferring into the Street Maintenance Section will serve an
918 interim probationary period of 1040 hours.

919 C. Promotion: For the purposes of this Article, a promotion is the advancement of an
920 employee to a higher competency skill level within the Street Section on a permanent
921 basis.

922 D. Demotion: The movement or reduction of an employee to a lower competency skill
923 level, grade, or rank.

924 Section 2. Posting. All vacancies to be filled on a permanent basis shall be posted on Union
925 bulletin boards for a period of five (5) working days prior to filling the vacancy. The posting notice
926 will contain the job title/description, shift, and any other information as necessary. Management
927 shall make every effort to fill jobs as expeditiously as possible and shall promptly notify the Union of
928 decisions not to fill jobs at the time such decisions are made. On request of the Union, Management
929 shall provide a statement of the status of a position if the position is not posted within thirty (30)
930 days of the vacancy. Vacancy announcements shall not be required where the Employer allows a

transfer or demotion to avoid a layoff situation. If a vacancy is not filled within fourteen (14) days following the posted open bidding period, it may be re-opened for bids. If the opening is neither filled nor re-opened, Management will notify the Union of and explain the reason for its decision.

Section 3. Promotion. Promotion within the Division will be based on the acquisition of new competency levels pursuant to training, practice, experience, and qualification as set forth in Article 18, Section 4. Testing can only occur after the completion of pretesting and training. The employee may choose to waive the training but if he selects to do so and fails the test then he or she will be required to go to the end of the training list and must complete all training hours for that specific piece of equipment. After all training requirements have been successfully achieved then advancement to the next higher scale will commence with the first day of the first pay period following certification by the Safety and Training Coordinator and Production Manager.

Section 4. Demotion. An employee may be demoted to a lower competency skill level, grade, or rank by the Production Manager if he or she is unsuccessful in obtaining a “Meets Expectations” rating level after the retraining period as prescribed in Article 18 Section 5B. The following are examples giving reason for demotion (The following enumerated list of reasons for demotion is not to be taken as an absolute list of all possible justifications for demotion):

- A. Due to continued unsatisfactory performance or their inability to operate equipment they have been trained on, certified, and have been receiving skill based compensation;
- B. For continued unsatisfactory workmanship quality when working with the piece of equipment they have been trained and certified on;

952 C. When there has been damage to equipment for which they have been trained and
953 certified on and the supervisor, safety committee, and/or Director determine the
954 damage/accident was avoidable and demotion is justified.

955 Section 5. Advanced Placement for New Hire. When an Equipment Operator new hire
956 possess advanced equipment skill level experience from previous employment and can provide
957 proof of the advanced equipment skill operation along with documentation (i.e. certificate,
958 license, etc.), then management can place the new hire equipment operator in a higher
959 competency skill level. The new hire equipment operator shall be subject to all of the provisions
960 of Article 10 Probationary Employees.

961 **ARTICLE 12**

962 **LAYOFF PROCEDURE**

963 Section 1. Layoff Determination. Layoffs shall be defined as a reduction of staff or the
 964 elimination of any position to insure the efficient and economical operation of the Section as
 965 determined by the Director of Utilities and Transportation, Department Head, and/or the City
 966 Manager.

967 In the event a reduction in force is deemed necessary, employees shall be laid off as follows:

- 968 1. The Director shall designate where the layoff(s) will occur. In general, temporary
 969 employees or employees who are partially subsidized through specially-budgeted
 970 programs shall be laid off first, followed by benefit-eligible employees on part-time
 971 schedules, followed by benefit-eligible full-time employees.
- 972 2. The laying off of benefit-eligible, full-time employees will occur in the inverse order
 973 of their seniority.

974 Section 2. Required Notice. Employees who are to be laid off shall be given formal written
 975 notice at least fifteen (15) working days in advance of the date of the layoff. If such notice is not
 976 given, the Employer shall pay to the individual affected one day's salary for each day fewer than
 977 fifteen (15) that the notice was actually provided. The Union shall be given a copy of the layoff
 978 notice.

979 Section 3. Recall. Employees shall be recalled from layoff according to their seniority. If
 980 there is more than one employee available to be recalled, the Director shall recall the employee with
 981 the most seniority, regardless of the number of skill levels he or she has.

982 The City shall retain a list of employees who have been laid off. Those who have remained
 983 on a layoff status for more than twenty-four (24) months shall be stricken from the list and no longer

subject to recall.

Employees on a recall list shall notify the Director by Certified Mail within ten (10) days of any change of address. Any employee failing to provide such a notice shall have no recourse, legal or otherwise, against the City if a recall occurs and he/she has failed to receive notice.

The City agrees to advise laid off employees on a recall list of a job vacancy by mailing notices to the employees' last known addresses as provided in the manner set forth above.

Any employee who receives notice of a recall and who desires to be considered for a vacancy shall notify the Director by Certified Mail -- within ten (10) calendar days of the postmark of the City's notice -- stating the exact date the employee will be available to return to work. The employee shall be required to be available to return to work within twenty-four (24) days of the City's notice in order to be considered.

Section 4. Layoff Options. The Director of Utilities and Transportation may recommend alternative cutback areas (to any anticipated layoff of employees) to the City Manager. Nothing in this Agreement shall prohibit the City Manager from entering into an arrangement with the Union to minimize the effect of general layoffs by:

- a) Reducing the total number of working hours of employees,
- b) Reducing the level of payment to current classifications,
- c) Implementing a rotational furlough system, or
- d) Utilizing other scheduling variations which may cause minimal impact on services rendered to the public.

ARTICLE 13

SICK LEAVE

Section 1. Accumulation. Employees covered by this Agreement shall accrue sick leave at a rate of 3.692 hours per pay period for a forty-hour employee. The maximum year-end carry-over for sick leave shall be one thousand forty (1,040) hours for a full time forty-hour employee. While bargaining unit members may continue to accrue above that number at their normal rate during the ensuing twelve-month period, any excess on December 31 will be zeroed out and compensated in accordance with the provisions of Section 4 below. An employee must be performing assigned duties or on authorized paid leave or Workers' Compensation to be eligible to accrue sick leave.

Section 2. Requests. An employee shall only be allowed to utilize sick leave for approved purposes pertaining to the provisions of acceptable sick leave use. Employees who wish to be placed on sick leave status shall notify their Supervisors of their illnesses prior to the start of their shifts or prior to leaving their work sites. The requests may be subject to reasonable audit, confirmation, and medical certification before or after approval.

The employee must notify an Infrastructure Support Manager, or designated phone number if they are not available, no later than one-half (1/2) hour before the start of the shift. Requests submitted more than two (2) working days after an employee returns to work as well as claims submitted following termination of employment shall not be honored unless in special circumstances an exception is made by the Division Head. Sick leave shall be available as it is accrued, including during the initial probationary period, but shall not be allowed in advance of accrual.

Unless previously approved, employees are not authorized to leave the work site early without the Infrastructure Support Manager's approval. Each employee is responsible for ending his or her work shift at the appropriate time.

Employees who are assigned to ten (10) hour shifts who request a day of sick leave must use ten (10) hours of sick leave.

Section 3. Acceptable Use.

A. Sick leave may be utilized in minimum one-quarter-hour increments when an employee is unable to perform duties due to personal sickness or injury or when the illness or injury of an employee's spouse, child, stepchild, parent, grandparent, or grandchild living with the employee requires care-giving from the employee. Additionally, sick leave may be used for medical, dental, or other routine diagnostic or remedial treatment of the employee or the employee's spouse, child, stepchild, parent, grandparent or grandchild living with the employee when facilitation is necessary by the employee. In no case, however, shall sick leave granted for such purposes exceed the actual time necessary for examination, treatment, and travel.

In non-emergency situations, employees shall schedule medical or dental appointments and/or treatments at times which do not interfere with job-related duties and shall notify supervisors as soon as the appointments are known. Sick leave may also be allowed or directed if exposure to a contagious disease may endanger or jeopardize the attendance of other employees.

B. Sick leave may be utilized for elective surgery. If more than three (3) days will be necessary, however, arrangements must be made in advance with the Rehabilitation and Maintenance Manager or designee so that the leave will, to the extent possible, be at a time best suited to the work situation.

Section 4. Year-end Reconciliation/Payment Upon Retirement. Employees who at the end of the year have in excess of the number of Sick Leave hours permitted for carry-over as stipulated

in Section 1 above shall have such residual hours zeroed out and compensated at the rate of thirty-five percent (35%) of their respective hourly wages on December 31. Any employee retiring under the Kansas Public Employees Retirement System (KPERS) or the Social Security System will similarly be paid for thirty-five percent (35%) of eligible accrued sick leave up to a maximum of three hundred ninety-seven (397) hours at his or her hourly rate immediately preceding retirement.

Section 5. Return to Work. Any employee who absents himself or herself on Sick Leave for more than three consecutive workdays may be required to provide the Human Resources Director with a report from a medical doctor duly licensed by the State of Kansas indicating the dates the employee has been under treatment and certifying that he or she is capable of returning to full duty. Failure to provide a doctor's statement as required may result in a determination that the Sick Leave in question was not supported by medical opinion, thereby leading to disciplinary action for abuse.

Any employee who is off work as the result of a job-related injury shall, before starting back, report to the Human Resources Department. The employee shall at that time provide to the Human Resources Director a statement from the City Health Care Provider (CHCP), by whom the employee will have been required to be treated, certifying that the employee is capable of performing full regular duties.

The Human Resources Director may also require any employee appearing to be sick or injured on the job or coming back to work from extended Sick Leave (more than three consecutive work days) to report to the CHCP for an independent evaluation, regardless of whether or not a note from that employee's personal physician has been presented. The cost of such an examination shall be paid by the Employer. Any employee refusing to be examined by the CHCP may be subject to a determination that he/she is not yet cleared to return to duty.

Section 6. Excessive Use of Sick Leave. Any employee who establishes a pattern that makes it appear the employee is using sick leave improperly shall receive a written notice from the Rehabilitation and Maintenance Manager or designee notifying him or her to report to the Human Resources Department. Thereafter, the employee may be required to report to the CHCP for consultation-concerning the employee's duty status. The CHCP may require a doctor's statement certifying:

1. That the employee was treated and the date(s) of that treatment;
2. That the illness or injury was of sufficient seriousness to prevent the employee from being present at work;
3. That the employee was unable to work on a specified date or dates because of the illness or injury; and
4. That the employee may return to work to assume his or her regular duties on a date certain.

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 disciplinary action for abuse.

Section 7. Leave Requiring Medical Attention. An employee may remain on the job as long as his/her health permits. As provided in Sections 3.A and 5 above, however, Management may require any employee to report to the Human Resources Department if there is reason to believe that that employee is incapable of performing his/her duties because of illness or injury. The Human Resources Director may refer the employee to the CHCP for consultation and/or examination to determine the ability of the employee to perform his/her assigned duties.

1097 Section 8. Employees Receiving Workers' Compensation Benefits. Any employee injured as
 1098 the result of an accident arising out of and in the course of his or her employment -- and who is
 1099 receiving Workers' Compensation benefits while he/she is Temporarily Totally Disabled and is still
 1100 employed as a regular employee of the City of Topeka -- may prorate sick leave in an amount
 1101 representing the difference between his/her normal base compensation from the City and the amount
 1102 received from Workers' Compensation. An employee who is receiving Workers' Compensation of
 1103 any kind shall continue to accrue sick leave.

1104 Section 9. Incentive for Non-Use of Sick Leave.

1105 The purpose of this incentive is to discourage the repetitive use of sick leave by employees.

1106 For all full calendar years following the effective date of this Agreement, Employees may
 1107 elect to choose one of the two options (Option 1 or Option 2 but not both) listed below as an
 1108 incentive for the non-use of Sick leave.

1109 OPTION 1: Employees may elect to be compensated with incentive awards in accordance
 1110 with the schedule below, with eligibility lists to be submitted by the Section payroll clerk prior to
 1111 January 15 and payments to be received with the first full pay period following validation and
 1112 approval by the Department of Financial Services:

1113	0 hours used during the year	\$500.00
1114	1-8 hours used during the year	\$400.00
1115	9-16 hours used during the year	\$300.00
1116	17-24 hours used during the year	\$200.00
1117	25-32 hours used during the year	\$100.00

1118 OPTION 2: Employees shall be granted one day of personal leave for each four (4)
 1119 consecutive months of perfect attendance provided, however, that none of the months may overlap

into another month period. The employee may accumulate up to three (3) personal leave days for this purpose annually. It will be the responsibility of the employee to track their non-use of sick leave and report personal leave day earnings to their supervisor. Any unused personal leave at the close of each calendar year must be taken during the period of January 1st through April 30th of the following year. An extension may be granted with the approval of the Production Manager and Director.

Section 10. Non-City Employment Injury and Use of Leaves. Any City employee injured while in the employment of an employer other than the City shall reimburse the City for any losses sustained by the City through sick or other paid leave usage, provided both that the employer is insured and that a Workers' Compensation settlement is consummated between the employee and the other employer. The amount reimbursed shall not exceed the amount in pay made by the City.

Section 11. Effect of Inter/Intra-Departmental Transfers on Sick Leave Accrual. Any employee who is transferred, promoted, demoted, reassigned, or otherwise placed in a different Department shall be entitled to retain accrued sick leave.

Section 12. Light Duty for Injury On or Off The Job. An employee injured either on or off the job who is unable to perform his or her assigned duties may be placed on light duty as determined by the CHCP. The Rehabilitation and Maintenance Manager shall determine whether light duty positions exist and the duties associated with each such activity. The CHCP may be asked to determine whether the injured employee is able to perform the tasks associated with light duty responsibilities.

Employees injured on the job shall receive preference in being placed in any available light duty assignments. Any disputes concerning light duty positions or the right thereto shall be submitted to the Human Resources Department for resolution. The Human Resources Director may,

1143 with the agreement of the employee, place the employee in a light duty capacity in another
1144 Department.

1145

ARTICLE 14

HOLIDAYS

Section 1. Holidays Recognized and Observed. The following days shall be recognized and observed as paid holidays:

1. New Year's Day -- January First
2. Martin Luther King, Jr.'s Birthday -- Third Monday in January
3. Memorial Day -- Last Monday in May
4. Independence Day -- July Fourth
5. Labor Day -- First Monday in September
6. Veterans Day -- November eleventh
7. Thanksgiving -- Fourth Thursday in November
8. Friday after Thanksgiving
9. Christmas Eve Day -- December twenty-fourth
10. Christmas Day -- December twenty-fifth

All holidays shall commence at 12:01 a.m. on the day of the designated holiday and shall end at 12:00 midnight on the day of the designated holiday.

Eligible employees shall receive a normal day's pay for each of the holidays listed above on which they perform no work.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Should the City designate an alternate day other than the closest Friday or Monday, then that

will become the official holiday for the purposes of this Section.

Those personnel while assigned to 4 day 10 hour shifts:

- Eligible employees shall receive 10 hours pay for each of the holidays listed above on which they perform no work.
- Eligible employees that normally have Friday off and any of the holidays listed above shall fall on Saturday or Sunday, the preceding Thursday shall be observed as the holiday.
- If a holiday falls on a Saturday or Sunday, management shall have the discretion to determine what day the holiday will be observed.

Section 2. Eligibility Requirements. Employees shall be eligible for holiday pay under the following conditions:

- a. The employee would have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on approved vacation leave, and
- b. An employee being paid by Workers' Compensation shall receive holiday pay, without using sick or other types of leave, in a pro-rated amount in order to equate to a full day of pay when added to the amount of pay received from Workers' Compensation.

If the holiday is observed on an employee's scheduled day off or during his/her vacation, the employee shall be paid for the un-worked holiday at straight time only.

Section 3. Holiday Work. If an employee is required to work on any one of the ten designated holidays, he/she will be paid double time for all hours worked in addition to his/her normal pay for the holiday.

ARTICLE 15

VACATION

Section 1. Eligibility and Allowance. Benefit-eligible employees shall earn vacation by pay periods according to the following chart, prorated in relation to the average number of hours worked per week, provided the employee works at least an average of twenty (20) hours per week:

Length of Service	Hours Earned Per Pay Period	Days Earned Per Year	Hours Earned Per Year
1-4 years	3.692	12	96
5-9 years	4.615	15	120
10-14 years	5.539	18	144
15-19 years	6.462	21	168
20-24 years	7.385	24	192
25-29 years	8.308	27	216
30 years & thereafter	9.231	30	240

The maximum carry-over from year to year for any forty-hour employee shall be two hundred forty (240) hours.

1200 Employees shall be allowed use of accrued vacation time in minimum one quarter (1/4) hour
1201 increments.

1202 Section 2. Vacation Pay. Vacation pay shall be the employee's regular straight time rate in
1203 effect for his/her regular job on the day immediately preceding the vacation period.

1204 Employees who request vacation while working 10 hour shifts, must use 10 hours of
1205 vacation.

1206 Employees may convert up to a maximum eighty (80) hours of accrued vacation leave
1207 annually into the equivalent in hourly rate compensation, with requests therefore being due by
1208 December 1. Payments will be made with the final pay period of the calendar year, but in no case
1209 will such lump sum buy-backs be treated as hours worked for the purposes of overtime calculation.

1210 1. Twelve (12) full months of continuous service immediately prior to December 31 of the
1211 year in which vacation buyback is applied.

1212 2. Have Supervisor approval.³

1213 3. A "Meets Expectations" or better performance rating on their most recent performance
1214 assessment and not be subject to disciplinary action at the time the vacation buyback is
1215 requested.

1216 4. Eligible to use, or be scheduled to use, at least 40 hours of vacation by December 31, of
1217 the year in which vacation buyback is requested/

1218 5. Retain a vacation balance, after the vacation buyback and vacation used during the year
1219 are applied, of at least 80 hours but nor more than 240 hours.

1220 Section 3. Choice and Selection of Vacation Period. All employee vacation choices and
1221 selections shall be by seniority and subject to Divisional operational needs as determined by the
1222 Rehabilitation and Maintenance Manager. Vacation requests shall be made in advance to the

Rehabilitation and Maintenance Manager or designee in writing in accordance with established time-off procedures. Management may deny requests for vacation which will be provided to the employee in writing. Once approved, vacations shall only be canceled for just cause.

Vacation requests of two (2) work days or less shall be made as far ahead of the desired time off as possible. The Rehabilitation and Maintenance Manager or designee shall either approve or deny the vacation by the close of business on the day after the request is made unless staffing requirements for the period in question cannot yet be determined.

Vacation requests for more than two (2) work days shall, except for extreme emergencies, be made at least four (4) working days prior to the beginning of the desired time off. The Rehabilitation and Maintenance Manager or designee shall either approve or deny the request within two (2) working days after the request is made unless staffing requirements for the period in question cannot yet be determined.

Vacation requests will not be arbitrarily denied and will be based on operational needs.

Section 4. Holiday During Vacation Period. If a designated holiday, as provided in Article 14 of this Agreement, occurs during the work week in which vacation is taken by an employee, the number of hours charged against the employee's vacation period shall be reduced by the number of holiday hours that have occurred.

Section 5. Vacation Right in Case of Layoff, Separation, or Retirement.

a. Retirement. Any employee retiring without taking all of his or her earned vacation shall be compensated for the unused hours.

b. Separation. Any employee separated from his/her employment after satisfactorily completing the initial probationary period shall be compensated for all unused accrued vacation.

1246 c. Laid-Off Employees. Any employee who is laid off after completion of his/her initial
1247 probationary period shall be paid for any unused accrued vacation. Any employee
1248 temporarily laid off may, at his/her option, "bank" unused accrued vacation pending a
1249 recall.
1250

ARTICLE 16

LEAVES OF ABSENCE

Section 1. Eligibility Requirements. Employees shall be eligible for leaves of absence after completing their initial probationary periods.

Section 2. Leave of Absence Without Pay; Obligations of Employee. A leave of absence without pay is a predetermined amount of time away from work requested by the employee and approved by the Department Head or designee.

While such a leave is permissible, approval is not obligatory. A leave of absence without pay, except one brought about by a disciplinary action, is a privilege. As such, the best interests of both the City and the employee shall be considered in determining whether such leave will be granted. An approved leave of absence may later be canceled for just cause.

When an employee is granted a leave of absence without pay, he/she may return to work at the end of the leave to the position left. If business necessity requires the City to fill the position of an employee on an approved leave of absence, a temporary employee may be hired.

When granted a leave of absence without pay, the employee makes a commitment to return to work at the end of the leave. Failure to return to work or to receive an extension of the leave from the Department Head shall be considered a resignation.

Section 3. Leave of Absence Without Pay; Conditions.

A. During a leave of absence without pay, the employee:

1. Shall not receive pay from the City;
2. Shall not accrue any leave;
3. Shall not pay retirement contributions nor be credited time toward retirement for any time the employee is not in pay status;

1274 4. Shall pay total health or other insurance falling due except as provided in
1275 Section 9 below;

1276 5. Shall, upon return to work, carry over sick leave accrued prior to
1277 commencement of the leave without pay; and

1278 6. Shall not receive any other benefits during the absence.

1279 B. Requests for unpaid leaves shall be made, in writing, to the Rehabilitation and
1280 Maintenance Manager or designee prior to the requested leave.

1281 C. Provisions of the Family and Medical Leave Act (FMLA) shall govern this Article
1282 when the leave of absence qualifies for such purpose.

1283 Section 4. Military Leaves; Temporary Training Periods. An employee who is a member of
1284 a military reserve organization or a National Guard unit shall be entitled to paid leave as hereinafter
1285 provided. If such assignment would substantially interfere with the execution of duties in the public
1286 interest, the employee may be encouraged to request a rescheduling of any such training/assignment.
1287 The maximum payment during any military leave shall be the difference between the base pay an
1288 employee would normally receive in one pay period and the amount received from the military.
1289 There shall be no compensation from the City if the military pay is equal to or greater than City pay.
1290 A forty (40) hour employee may receive up to a maximum of eighty (80) hours annually for
1291 temporary training. An employee shall be paid only for those days he/she would normally have
1292 worked during the time of the military assignment.

1293 The employee shall provide appropriate documentation of orders to attend any training, citing
1294 the nature of the training, the required time away, and any related information as may be necessary to
1295 fully clarify the absence.

1296 No City compensation shall be allowed for any person called to active or extended military

service, provided that, in the event of a natural disaster or civil disorder within the City limits of Topeka, the City Manager may authorize payment from the City for the duration of such active service, not to exceed the difference between City and military pay as stated herein.

Section 5. Military Leaves; Extended Military Assignment. All requests for military leave in excess of thirty (30) days must receive prior approval by the City Manager. Employees may be entitled to a position with the City following completion of a military assignment, pursuant to applicable state and/or federal laws governing such leaves. It should be noted that the intent of this provision, unless superseded by state or federal law, is not to encourage voluntary induction into the service for the purpose of exploring a different career opportunity.

Section 6. Funeral/Family Crisis Leave.

A. Forty (40) hour employees shall receive three (3) working days per occurrence (not to be deducted from any hourly accruals) for funeral leave and a maximum of three (3) working days for family crisis leave specifically for:

1. Making arrangements for and/or attending a funeral of an employee's spouse, child, stepchild, parent, stepparent, grandparent, grandchild, sibling, spouse's parent, spouse's sibling, son-in-law, daughter-in-law, aunt, uncle, or a family member of the immediate household permanently residing under the same roof.
2. Attending to recovery (or in limited cases of advance warning, preventive) measures associated with a disaster such as a fire, flood, or tornado or life threatening emergency health problem. In addition, the City and the Union agree that the City may require that an employee requesting such usage supply a statement from the attending physician verifying that the health

1320 problem is both an emergency and life threatening.

1321 3. In cases requiring travel in excess of two hundred and fifty (250) miles, the
1322 employee may be granted up to 3 additional days off with pay at the
1323 discretion of the Manager.

1324 B. Determinations of eligibility for Funeral/Family Crisis leave use shall be made by the
1325 Rehabilitation and Maintenance Manager and/or duly authorized supervisor,
1326 exercising reasonable discretion and judgment consistent with personnel guidelines
1327 and the guidelines set forth in this section. Additional time, if needed, approved, and
1328 justified, may be allowed from other leave accruals or pursuant to leave of absence
1329 provisions.

1330 Section 7. Jury Duty/Court Appearances. An employee called to serve on jury duty or
1331 required to be a court witness, but not as a party in a civil matter or defendant in a criminal case,
1332 shall be paid an amount equal to the difference between the wages which would have been earned on
1333 a given day and the compensation received as a witness or juror. Alternatively, an employee may
1334 sign witness/juror fees over to the City in order to receive regular pay.

1335 An employee on jury duty/court appearance leave shall return to work for the balance of a
1336 work day if the employee is excused by the court.

1337 An employee shall not have deductions made from accrued leave for the purpose of this
1338 provision, unless the employee is a party in a civil matter or defendant in a criminal case or appears
1339 as a voluntary expert witness.

1340 An employee appearing in court under this provision may retain any travel, lodging, and/or
1341 meal reimbursements.

1342 Section 8. Leave Agreements. An employee shall enter into a written leave agreement with

his/her Director of Utilities and Transportation if the leave exceeds two (2) calendar weeks (including a leave of absence to pursue Union Business). The agreement shall specify the conditions of the leave, whether it is with or without pay, and what the employment status, salary, and other benefits will be.

The agreement shall be approved by the Human Resources Director prior to the commencement of the leave. A copy of the leave agreement, excluding confidential information, shall be provided to the Union.

Section 9. Medical Disability Leave. A written request for a leave of absence with or without pay due to medical reasons must be filed with the Human Resources Department prior to the effective date of the requested medical leave. The request must be accompanied by a conclusive medical statement concerning the problem, the probable extent of incapacitation, and any prognosis of when the employee could resume full responsibilities. The Human Resources Director may request an interim evaluation of the employee's condition during such a leave.

In the event the employee is receiving Workers' Compensation benefits as a result of an injury sustained in City employment -- and such incapacitation is total and temporary but not exceeding three (3) months' duration, the City may make contributions to the employee's health benefits upon recommendation of the Director of Utilities and Transportation and approval of the Human Resources Director, provided the employee is normally eligible for such benefits.

Physical incapacitation, including but not limited to pregnancy, miscarriage, abortion, childbirth, or other related medical conditions and recovery therefrom, shall be considered as temporary medical disabilities and treated as such under applicable leave provisions.

If Management believes that an employee's health or condition may be endangered by continuing employment or that the employee cannot perform regular and necessary duties of the job,

it shall refer the employee to the Human Resources Department. The Human Resources Director may further refer the employee to the CHCP, who may require the employee to provide a statement of medical condition. The employee shall return to work at the conclusion of the medical disability leave, contingent upon a statement from the CHCP indicating that the employee is medically able to return to work. Consistent with the provisions of Article 13, Section 12, a light duty assignment may be an option at the discretion of the Rehabilitation and Maintenance Manager.

An employee may use accrued sick leave on those occasions the employee is physically unable to complete the duties of his/her employment. An employee desiring to use accrued sick leave for a medical disability leave in excess of five (5) working days shall, if requested, provide a medical statement from his/her physician to the Human Resources Department. Such medical statement may be reviewed by a medical advisor designated by the City -- and further information pertaining to the specific condition may be requested from the attending physician. An employee returning from approved medical leave shall be reinstated to the position held immediately prior to the medical leave without loss of seniority, subject to medical clearance to perform those duties.

Section 10. Voting Time. An employee who is eligible and registered to vote in a primary, general, or special election held within the state shall, on the day of such election, be entitled to absent himself/herself from employment with the City for a period not to exceed two (2) consecutive hours between the time of opening and closing of the polls, provided, however, that if the polls are open before commencing work or after terminating work but the period the polls are so open is less than two (2) consecutive hours, the employee shall only be entitled to be absent from City employment for such period of time which, when added to the period of time the polls are open, will not exceed two (2) hours. An employee shall not, because of so absentsing himself/herself, be subject to any penalty, nor shall deductions be made on account of such absence from the employee's usual

1389 salary or wages.

1390 The Division Manager may specify the particular times during the day which employees may
1391 absent themselves for voting, except such times shall not include the regular lunch period. The
1392 Rehabilitation and Maintenance Manager may require employees to show current voter registration
1393 cards in order to be eligible for paid time off for voting.

1394 Section 11. Civic Duty. Employees appointed to a committee of the Topeka United Way
1395 shall be granted leave with pay to attend committee meetings during their scheduled work hours as
1396 long as staffing levels are being met, as determined by the Rehabilitation and Maintenance Manager.

1397 Employees elected to any political or legislative positions who request leaves of absence for
1398 the time periods of their elected political or legislative positions shall be granted such without pay if
1399 approved by the City Manager.

1400 Section 12. Union Leave.

1401 A. Up to five (5) members of the bargaining unit shall be allowed to attend Union
1402 functions, such as but not limited to: Steward school, labor conventions, or
1403 organizational drives; provided that staffing levels are not unreasonably and unduly
1404 affected as determined by Management. Any such time off shall be without pay.

1405 B. Up to five (5) members of the bargaining unit shall be granted paid time from duty
1406 for attending any scheduled negotiation sessions and Management meetings. It is
1407 agreed that time off for Union-City joint meetings, including reasonable travel time,
1408 shall be paid as straight time and will not be considered hours worked for the
1409 computation of overtime.

1410 C. A pool of forty-eight (48) regular hours with pay will be provided each contract year
1411 for bargaining unit members to attend State and/or National Union meetings.

1412 D. Union Official. Any one employee may be granted a leave of absence, without loss of
1413 seniority, to serve as a Union official. The employee shall continue to accrue
1414 seniority while on the leave of absence. Upon return, the employee shall return to the
1415 step the employee would have attained if the employee had been continuously
1416 employed. The employee must give thirty (30) days notice before the leave of
1417 absence is to begin. The thirty (30) day period of notification may be waived by
1418 mutual consent. The leave must be requested in writing. All vacation leave shall be
1419 paid on the last pay period the employee is in pay status. Any notice to return to the
1420 City must be made to the Director of Human Resources. The returning employee
1421 shall be placed in a like or similar position with all corresponding rights of seniority.
1422 No current City employee shall lose their employment because of this section. If no
1423 current City position is available, the employee shall be notified of the next vacancy
1424 for which they are qualified. The employee may refuse two (2) jobs. After two (2)
1425 jobs are refused, the City has no obligation to notify the employee of further
1426 vacancies and the employee may compete for other jobs within the City.
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1429 **ARTICLE 17**

1430 **HEALTH AND SAFETY**

1431 Section 1. Safety. It is the express policy of the Employer and the Union to cooperate in an
1432 effort to continue to improve health and safety matters. The parties agree that it is in the best
1433 interests of the City, the Union, and the Citizens that equipment should be operated properly and
1434 safely and that all safety precautions and devices should be utilized at all times. In the furtherance of
1435 this policy, a joint Union-Management health and safety committee may be established and meet
1436 upon request of either party.

1437
1438 Such committee shall be comprised of two (2) employees from the bargaining unit selected
1439 by the Union and two (2) representatives of the Employer, with one of those from each side serving
1440 as Co-Chairman. The committee shall consider health and safety matters relating to all employees
1441 within the Division. Union participants will receive their regular rates of pay for time spent in the
1442 meetings during their regularly scheduled hours of employment, as approved by the Director. This
1443 committee shall have the responsibility for reporting all health and safety problems to the Director
1444 or designee, who may initiate such actions as necessary to get them corrected.

1445 Safety/Health Rules and Regulations shall be recommended by the joint committee to the
1446 Director or designee, who shall have the right to approve, reject, or revise them. There shall not be
1447 any rules or regulations implemented until approved by the Director of Utilities and Transportation.
1448 Said rules and regulations shall cover, but not be limited to: training; personal protection; conduct;
1449 work standards; equipment; appurtenances; and sanctions for willful disregard or omissions.

1450 Committee members pledge to do whatever they can to direct employees who are suspected
1451 of abusing alcohol or drugs to professional counselors, including those in the Employee Assistance

Program (EAP). If an employee's apparent drug or alcohol abuse persists, committee members further pledge to inform the Director of Human Resources in a timely manner.

Section 2. Healthcare Benefits. The Employer agrees to make group healthcare benefits available to all employees who are eligible -- as set forth in the provisions of the Employer's group health care benefits plan and who sign up for such healthcare benefits. The Employer retains the authority to define group health insurance coverage and select the carrier to maintain a cost effective program.

The Employer and Union agree to discuss and consider changes in coverage in continuing efforts to contain and control escalating costs of group healthcare benefits. These discussions will take place through the Healthcare Advisory Committee.

The parties understand that the present cost of the single healthcare coverage exceeds the rate of inflation and that the claims of City employees at times have exceeded the total of City and employee contributions to the City health insurance fund. Therefore the Employer and the Union agree to meet and confer for the purpose of negotiating a separate Memorandum of Agreement addressing employee contributions for single base and single buy-up healthcare benefits for 2013. The employee may at his/her own cost and discretion insure eligible dependents.

Under no circumstances will the Employer be liable for any additional payment of cost beyond the provisions of this section.

The City agrees to notify the Union in advance in the event of changes in coverage or carrier. Under no circumstances will the Employer be liable for any additional payment or cost beyond the provisions of this section.

Section 3. Pension. The Employer agrees to operate under the Kansas Public Employees Retirement System Act (K.S.A. 74-4901, *et seq.*), as may be amended from time to time.

ARTICLE 18

WAGES

Section 1. Cost of Living

1. For the calendar year 2013 all non-probationary employees shall receive a one-time seven hundred and fifty dollar (\$750.00) bonus payable on the first full pay period immediately preceding January 1, 2013. There will be no across the board adjustment to the pay matrix. Equipment operators who receive an overall “Meets Expectations” or better on their most recent annual performance appraisals shall receive a step increase payable on the first pay period immediately preceding their hiring date anniversary.

2. For the calendar year 2014 the bargaining unit agreement shall be re-opened to discuss and negotiate wages.

3. For the calendar year 2015 the bargaining unit agreement shall be re-opened to discuss and negotiate wages.

During the calendar year 2013 in which step increases are granted, employees who are not eligible to receive a step increase due to being at their top level of the pay matrix but receive overall annual performance appraisals of “Meets Expectations” or better shall in lieu of a step be given a one-time lump sum bonus of seven hundred and fifty dollars (\$750.00), payable with the first pay period following their hiring date anniversaries.

Section 2. Pay Period. Employees shall be paid on every other Friday, twenty-six times per year. However, when a payday falls on a holiday, employees may be paid on the preceding Thursday.

1498 Section 3. Step Movement Dates. New hire employees shall begin and remain at Step 1 of
 1499 the Wage Schedule for an initial probationary period of six (6) months. If at six (6) months the
 1500 employee is rated satisfactory (“Meets Expectations”) by his or her Supervisor, he/she shall be
 1501 advanced to Step 2 of the Wage Schedule in whatever grade level qualified when steps are provided.
 1502 Step movement thereafter for all employees will occur at the beginning of the pay period
 1503 immediately following the employee's hiring anniversary when steps are provided.

1504 Employees shall be rated by their Supervisors during the month of January for the previous
 1505 calendar year, but in any event prior to their dates of eligibility for step increases. Consistent with
 1506 Section 1 above, if an overall satisfactory (“Meets Expectations”) rating is achieved on such an
 1507 annual performance evaluation, the effective date of the step increase shall be the beginning of the
 1508 pay period immediately following the employee's hiring anniversary when steps are provided. An
 1509 employee that not received their annual performance appraisal since his or her last hiring date
 1510 anniversary shall be deemed to have been rated at least a “Meets Expectations.”

1511 Section 4. Competency Pay Plan. Advancement under the pay matrix shall be based on
 1512 newly-acquired competency with regard to a listed function, operation, or piece of equipment. There
 1513 shall be no requirement of any particular order, but rather to the number of specific machines, titles,
 1514 or endorsements available. Training on specific equipment will be based on work projects requiring
 1515 that piece of equipment. Work projects will not be created to fulfill equipment training requests.
 1516 Training may be requested from a pool of equipment. After an employee successfully completes
 1517 testing & training, they will receive their increase in pay. Percentage increases are as follows:

1518 1 thru 5 each piece of equipment 1.5%
 1519 6 thru 10 each piece of equipment 2.0 %
 1520 11 thru 15 each piece of equipment 2.5 %

1521 16 thru 20 each piece of equipment 3.0 %

1522 It will be the employee's responsibility to request scheduling for testing. Training will begin
1523 as equipment becomes available. All training and testing may be postponed due to emergencies and/
1524 or weather.

1525 Priority for training necessary to qualify in a new competency shall be based on first, reverse
1526 seniority, and second, whether an opportunity for achieving an additional skill level has already been
1527 offered and either accepted or rejected during a particular rotation of the training order "wheel."
1528 Accordingly, when an opening comes about to learn, practice, and pass-off on the minimum essential
1529 procedures necessary to achieve an endorsement, the lowest-ranking (based on time of service)
1530 eligible employee who has requested to train on that piece of equipment and who has not yet taken
1531 his or her turn in the current cycle shall have first option, continuing such order of preference until all
1532 available slots are filled.

1533 Once a bargaining unit member has committed to a specific training program, he or she will
1534 not have another chance at a new function until all those above him or her in seniority have either
1535 selected or waived the opportunity to add to their skill levels. The exception to this practice would
1536 be when a training session is scheduled on a machine for which a position is still open after those
1537 both above and below that individual on the rotation "wheel" have been offered and either accepted
1538 or declined the invitation or been passed over because of existing certification. If all other
1539 considerations are equal, participation advantage will be given to the employee with fewer skill
1540 levels.

1541 A rotating committee, based on relevant knowledge and familiarity, of two Union and two
1542 Management representatives shall comprise the testing entity for a bargaining unit member desiring
1543 to advance. In the event a majority of that committee cannot agree through a "go/no-go" assessment

of an individual's competency rating on the function or equipment being evaluated, an outside vendor may be retained to make the final decision, as with the initial placement process described above. The minimum standards to be met with any skill or operation shall be available in written form to be utilized through both the training and testing stages.

In order to assure that employees are continually allowed to move up on the scale, any bargaining unit member (except those already maxed out) who has not had at least one chance during a calendar year, beginning in 2008, to train and qualify for a new skill level shall be given a two hundred fifty dollar (\$250.00) compensatory payment in lieu thereof. At the same time, Management retains the right to decertify an employee in any competency in which that individual can no longer demonstrate the minimum functional qualifications after having been assigned to and completed a refresher course. Such retraining shall not, however, count against that person's quota for new skill options.

Should the occasion arise during the term of this Agreement, the parties may by mutual consent meet to discuss the possible substitution or addition of skill categories based on the introduction to the Street Section of new items of equipment, endorsements, or tasks. While the ultimate decision as to the proper placement on the wage scale of any such modifications shall revert to Management, input from the Union shall be considered throughout the evaluation process.

Section 5. Training Procedures and Specialty Pay

A. Training Procedures.

1. Employees will be given an opportunity to request or decline training at the beginning of the calendar year.
2. The supervisor will record request by individual employee
3. Trainees will participate in the following education training sequence:

- 1567 a. Trainee will request training.
- 1568 b. Trainee will schedule and take a knowledge level computerized pre-test
- 1569 c. Supervisor will evaluate the pre-test result and place the trainee in the OJT
- 1570 program
- 1571 d. Trainees will participate in on-the-job-training (OJT) program as necessary.
- 1572 e. When the trainee feels they are prepared, the trainee will be evaluated using
- 1573 a predetermine hands on job site performance evaluation
- 1574 f. Upon successful completion of the hands on evaluation, the trainee will be
- 1575 administered a post knowledge level test and must score a 70%
- 1576 4. Opportunities will be given to all employees on a first come first served basis. In the
- 1577 event there is a full testing schedule, employees will be scheduled on a seniority basis
- 1578 and may be changed upon equipment availability.
- 1579 5. Prior to beginning on-the-job-training (OJT) on requested equipment, employee will
- 1580 be given a pre-test to determine the employee's knowledge level and to assist the
- 1581 supervisor in developing the trainees training plan.
- 1582 6. Employee will have OJT afforded to them; training completion will depend on when
- 1583 the trainee feels they can complete all tasked without assistance (Go or No-Go). By
- 1584 pass tests are available to employees at their request.
- 1585 7. The job site performance evaluation will be conducted by both Management and
- 1586 Skilled Union members.
- 1587 a. The trainee will be expected to do a complete pre-trip inspection.
- 1588 b. The trainee will do a job site performance evaluation, demonstrating the
- 1589 predetermined operational skills and understanding of the equipment.

- 1590 8. Supervisor schedule and the trainee will take the knowledge level post-test within
1591 one week of completing job site performance evaluation.
- 1592 9. All testing will be conducted on each Tuesday unless unforeseen circumstances
1593 necessitate an alternative day.
- 1594 10. If the trainee passes the job site performance evaluation and fails to pass the post
1595 test the trainee may be scheduled to re-test at the next available test date.
- 1596 11. Trainees failing the job site work performance evaluation will be entered in
1597 remedial training and will be given the next opportunity in accordance with the
1598 contract.
- 1599 12. Supervisor will submit the appropriate documentation to the Operations Manager.
- 1600 13. Administrative staff will process upgrade documentation and forward to
1601 appropriate agencies with pay start date of certification completion.
- 1602 14. Trainees will be provided all the information and training materials to succeed in
1603 the training program. Employee will be given a choice of hard copy training
1604 materials or electronic training materials (cd).
- 1605 15. All pre and post tests will be controlled, proctored, and administered by the Trans
1606 Ops Administrative staff. **WARNING** – Any person caught compromising
1607 testing material will be subject to disciplinary action up to and including
1608 termination.
- 1609 16. Training may be delayed because of emergency, unavailability of equipment and
1610 weather permitting.
- 1611 17. Training will take place regardless of what zone the individual is assigned to.

18. Individuals selected as trainers should be the most technically qualified individuals available (Journeyman **not** Entry Level) at the time training is assigned.

B. Re-Training.

1. Retraining may be required; after documentation has been submitted by the Production Manager identifying the need for retraining on equipment, when an Equipment Operator has been counseled or disciplined for equipment or property damage, when equipment or property damage has occurred within one (1) year of obtaining a new competency, or when recommended by the Safety Committee as part of an accident investigation.
2. The Re-training period shall be for a minimum of five hundred and twenty (520) hours in accordance with and subject to the provisions of Article 6 Section 4 of this bargaining unit agreement.
3. Failure to successfully pass all re-training tests, both equipment operation and written, to maintain the competency level held will be subject to the employee being demoted to a lower appropriate competency level.

C. Competency Level Review. After an employee successfully completes training and testing for an acquired competency that employee shall continue to show proof of the competency for the specific listed function, operation, or piece of equipment after a specified period of time. The review and re-testing is to reassure that equipment operators stay current with their equipment operation skill competency.

Competency review/retesting will occur every three (3) years from the date each competency was successfully obtained. Documented required hours of equipment operation, a knowledge level

1635 test, and a scheduled walk around by the Safety and Training Coordinator for the pieces of
1636 equipment the employee has been skill test certified on will be included in the review and re-testing
1637 procedure at or near the end of the 3-year period. Required equipment hours for competency level
1638 recertification will be in accordance with the Equipment Operation Hours for Competency Level
1639 Review list included below. Failure to successfully pass and maintain each competency level held
1640 will be subject to the employee being demoted to a lower appropriate competency level.

1641 If an employee does not meet the number of hours necessary to achieve the required
1642 competency level for each piece of equipment due to the lack of time or work for re-testing at no
1643 fault of the employee, an extension of up to six (6) months will be granted to guarantee a re-testing
1644 opportunity.

1645

Equipment Operation Hours For Competency Level Review

Equipment	Number of Hours	Equipment	Number of Hours
Grader	80	Trackhoe	15
Zipper	8	Flusher, Endorsement	4
Backhoe	20	Surveying	4
Sweeper – 3 wheel	20	Dump truck	24
Sweeper Vac	25	Loader	50
Paver	20	Roller	4
Techrete Machine	16	Concrete Saw	4
Infrared Machine	4	Patch Truck	15
Bobcat	25	Dura Patcher	10
Crack Sealer	4	Spreader	24

- The required number of hours shall be completed during the 3-year competency level review period with operation of the equipment receiving a passing recommendation by the Production Manager, Safety and Training Coordinator, and supervisor.
- The training on the Paver unit will be divided into 2 training areas 1) driver's seat and 2) back set up area. The training in these 2 areas will be accomplished within the required number of hours specified.
- The hours for the Bobcat/skid steer attachments will be a minimum of 2 hours and 4 hours maximum per attachment.
- The Equipment Operation Hours for competency level review are separate from those required for performance related corrective actions.

D. Field Trainer and Lead Worker Positions. Any bargaining unit member designated by the

Director Management as a Field Trainer and assigned by the Rehabilitation and Maintenance

Manager to serve in that capacity shall, during the actual hours spent instructing and coaching other

1688 employees in any particular equipment-related skill or function, be entitled to a one dollar (\$1.00) per
1689 hour bonus incentive. The Lead Worker position shall be entitled to a one dollar and twenty five
1690 cent (\$1.25) per hour bonus incentive. Such specialty pay shall be a flat amount over and above that
1691 individual's normal hourly wage and not considered a premium for inclusion in any blended rate
1692 prior to calculation of overtime pay.

1693

1694 Section 6. Pay Matrices.

STREET SECTION 2009

2009

1.5% COLA

JOB TITLE	LEVELS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
CUSTODIAN		10.66	10.82	10.98	11.15	11.31	11.48	11.66	11.83	12.01	12.19	12.37	12.56	12.75	12.94	13.13	13.33	13.53	13.73	13.94	14.15	
EQUIPMENT OPERATOR																						
CDL/A-DUMP TRUCK	GROUP 1	1	11.73	11.91	12.08	12.27	12.45	12.64	12.83	13.02	13.21	13.41	13.61	13.82	14.02	14.23	14.45	14.67	14.89	15.11	15.34	15.57
PATCH TRUCK/ TAMPER		2	11.91	12.08	12.27	12.45	12.64	12.83	13.02	13.21	13.41	13.61	13.82	14.02	14.23	14.45	14.67	14.89	15.11	15.34	15.57	15.80
SPREADER		3	12.08	12.27	12.45	12.64	12.83	13.02	13.21	13.41	13.61	13.82	14.02	14.23	14.45	14.67	14.89	15.11	15.34	15.57	15.80	16.04
TANKER END/ FLUSH TK		4	12.27	12.45	12.64	12.83	13.02	13.21	13.41	13.61	13.82	14.02	14.23	14.45	14.67	14.89	15.11	15.34	15.57	15.80	16.04	16.28
CRACK SEAL OPERATOR		5	12.45	12.64	12.83	13.02	13.21	13.41	13.61	13.82	14.02	14.23	14.45	14.67	14.89	15.11	15.34	15.57	15.80	16.04	16.28	16.52
CONCRETE SAW	GROUP 2	6	12.70	12.89	13.08	13.28	13.48	13.68	13.89	14.09	14.31	14.52	14.74	14.96	15.18	15.41	15.64	15.88	16.11	16.36	16.60	16.85
LOADER OPERATOR		7	12.95	13.15	13.34	13.54	13.75	13.95	14.16	14.38	14.59	14.81	15.03	15.26	15.49	15.72	15.95	16.19	16.44	16.68	16.93	17.19
BOBCAT OPERATOR		8	13.21	13.41	13.61	13.82	14.02	14.23	14.45	14.66	14.88	15.11	15.33	15.56	15.80	16.03	16.27	16.52	16.77	17.02	17.27	17.53
DUROPATCH OPERATOR		9	13.48	13.68	13.88	14.09	14.30	14.52	14.74	14.96	15.18	15.41	15.64	15.87	16.11	16.35	16.60	16.85	17.10	17.36	17.62	17.88
ROLLER OPERATOR		10	13.75	13.95	14.16	14.37	14.59	14.81	15.03	15.26	15.48	15.72	15.95	16.19	16.43	16.68	16.93	17.19	17.44	17.70	17.97	18.24
TRACKHOE OPERATOR	GROUP 3	11	14.09	14.30	14.52	14.73	14.95	15.18	15.41	15.64	15.87	16.11	16.35	16.60	16.85	17.10	17.35	17.61	17.88	18.15	18.42	18.70
BOOM MOWER OP		12	14.44	14.66	14.88	15.10	15.33	15.56	15.79	16.03	16.27	16.51	16.76	17.01	17.27	17.53	17.79	18.06	18.33	18.60	18.88	19.16
ZIPPER OPERATOR		13	14.80	15.02	15.25	15.48	15.71	15.95	16.19	16.43	16.67	16.93	17.18	17.44	17.70	17.96	18.23	18.51	18.78	19.07	19.35	19.64
SWEEPER (3 WHEELER)		14	15.17	15.40	15.63	15.87	16.10	16.35	16.59	16.84	17.09	17.35	17.61	17.87	18.14	18.41	18.69	18.97	19.25	19.54	19.84	20.13
SWEEPER VAC		15	15.55	15.79	16.02	16.26	16.51	16.75	17.01	17.26	17.52	17.78	18.05	18.32	18.59	18.87	19.16	19.44	19.74	20.03	20.33	20.64
BACKHOE OPERATOR	GROUP 4	16	16.02	16.26	16.50	16.75	17.00	17.26	17.52	17.78	18.04	18.32	18.59	18.87	19.15	19.44	19.73	20.03	20.33	20.63	20.94	21.26
GRADER OPERATOR		17	16.50	16.75	17.00	17.25	17.51	17.77	18.04	18.31	18.59	18.86	19.15	19.43	19.73	20.02	20.32	20.63	20.94	21.25	21.57	21.89
JAMACO		18	16.99	17.25	17.51	17.77	18.04	18.31	18.58	18.86	19.14	19.43	19.72	20.02	20.32	20.62	20.93	21.25	21.57	21.89	22.22	22.55
PAVER		19	17.50	17.77	18.03	18.30	18.58	18.86	19.14	19.43	19.72	20.01	20.31	20.62	20.93	21.24	21.56	21.88	22.21	22.55	22.88	23.23
SURVEYING		20	18.03	18.30	18.57	18.85	19.14	19.42	19.71	20.01	20.31	20.61	20.92	21.24	21.56	21.88	22.21	22.54	22.88	23.22	23.57	23.92

Group 1= 1.5% between Grades

Group 2 = 2.0% between Grades

Group 3 = 2.5% between Grades

Group 4 = 3.0% between Grades

1.5% between all Steps

ARTICLE 19

CLOSING AND SAVINGS CLAUSE

Section 1. Closing Clause. The parties acknowledge that this Memorandum of Understanding (MOU) shall represent the complete Agreement between the Employer and the Union, with the exception of Section 2 or as otherwise indicated within this Agreement.

The parties stipulate that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law; further, the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract.

Section 2. Savings Clause. Should any part of this Agreement or any provision contained herein be declared invalid by a tribunal of competent jurisdiction, such action shall not impact the remaining portions hereof, their continuing to remain in full force and effect. Any invalidated provision, however, shall be subject to the meet and confer procedure.

ARTICLE 20

TERMINATION AND AMENDMENTS

This Agreement shall be effective for three years beginning January 1, 2013 through December 31, 2015. It shall then be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least sixty (60) days prior to the expiration date that it desires to modify the terms. In that event, negotiations shall begin not later than thirty (30) days after the notice is given. It shall further remain in full force and effect during any period of negotiations and until a new contract is implemented, unless notice of termination is provided.

In the event either the City or the Union does decide to so terminate this Agreement, written notice must be given to the other party at least sixty (60) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

At anytime specific Articles within this Agreement may be re-opened with mutual consent of the parties.

DATED AND ACKNOWLEDGED THIS _____ DAY OF _____ 2012

IN THE CITY OF TOPEKA, KANSAS, BY:

Mathew Hall
Business Representative, Local No. 696

Terry Tillman
Production Manager

Richard Malloy
Chief Union Steward

Carlos J. Salazar
Evaluation & Planning Manager

Kenny Waterer
Negotiating Team Member

Ronald Raines
Director of Street Maintenance & Traffic Operations

Pat Robinson
Negotiating Team Member

Braxton Copley
Director of Utilities and Transportation

Mike Teply
Director, Public Works

Jacque Russell
Director of Human Resources

ATTEST:

Brenda Younger
City Clerk

Jim Colson
City Manager

City of Topeka

TEAMSTERS Union Contract

Negotiations Review

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Article 2 Section 4 – General Provisions & Miscellaneous Benefits: Uniforms

City of Topeka will provide all employees uniforms (items are listed out in contract include T-Shirts, Jeans or Bib Overalls, Denim work shirts, High Visibility Coat or Heavy Coat with hood, Insulated Bib Overalls, Sweatshirt, and Work cap/hat) with a minimum quantity of seven uniform item will be provide excluding coats, insulation bibs, sweatshirts, and work caps.

City of Topeka will provide laundry services for all clothing (jeans, work shirts) supplied (to employee) by the contracted rental company.

It is the employee's responsibility to launder and maintain their high visibility t-shirts and sweatshirts.

Article 2 Section 5 – General Provisions & Miscellaneous Benefits: Protective Equipment

Employees are required to wear Personal Protective Equipment (PPE) which includes protective clothing and safety-toe work boot and other certain equipment as condition of employment. Such Personal Protective Equipment (PPE), protective clothing or protective equipment shall be furnished to the employee by the Employer.

Employees are required to wear safety toe work boots of at least six inches in height. Employees may wear rubber boots for specific applications (such as when working with concrete) with approval of the Infrastructure Support Manager. City of Topeka will reimburse up to one hundred fifty dollars for authorized footwear including toward the purchase of an employee's first pair and any Management authorized replacement pairs.

Assigned Personal Protective Equipment (PPE) shall be stored on-site in the employee's assigned locker.

Article 3 – Definitions

H. Probation: Shall mean that period of time that supervisors assess the work of an individual in order to determine the ability of the individual to perform the required responsibilities of the assigned position and continue employment in the assigned position.

Probation Initial Hire: Shall apply to all newly hired employees and shall constitute a period of time not less than 1040 work hours which may be extended for an additional 520 work hours if performance is deemed to be unsatisfactory by the supervisor upon completion of the 1040 hour period.

Probation Interim: Shall apply to all newly promoted, transferred and/or voluntarily demoted employees and shall constitute a period of time not less than 520 work hours which may be extended for an additional 520 work hours if performance is deemed to be unsatisfactory by the supervisor upon completion of the 520 hour period.

I. Emergency: An emergency is defined as an unexpected occurrence requiring immediate action or attention such as a utility failure in the roadway, local disaster, a weather event, snow emergency, or other public disaster that may cause the need for the clearing of streets and alleys.

J. Weather Event: A weather occurrence such as snow, sleet, strong damaging winds, tornado, flooding, etc. that may cause the need to close or clear roadways, bridges, and overpasses.

K. Personal Protective Equipment (PPE): Protective clothing, equipment, gear or other device required to be worn by the employee to provide protection. Such equipment and device are ANSI certified. Equipment are considered to be but not limited to safety vests, hats, safety-toe work boots, etc.

Article 4 – Management Rights

The rights, powers, and authority include, but not limited to, the following:

- b. Hire, Promote, Demote, Transfer, Assign, Retain, and Recall employees in positions within the Street Department;
- c. Discipline, Suspend, Demote, or discharge employees for just cause;
- d. Maintain the effectiveness, productivity, and efficiency of government operation;
- f. Take action as may be necessary to carry out the mission of the City in emergencies as declared by Management; and

The provisions of the Article shall not, however, be used for the purpose of undermining the Union.

Article 5 Section 6 – Grievance Procedure

All grievance steps are provided clarification with direct City of Topeka Management contact within each grievance procedure. (SEE Overall Contract Correction)

Step 5: Remove Note: In all cases involving actual or recommended terminations, the appeal at this level shall instead be to the Director of Human Resources, who shall follow the identical investigation, hearing, and answer requirements within the same prescribed time limits.

Step 6: The answer of the Human Resources Director shall be final unless the Union appeals the grievance to arbitration by giving written notice of a desire to arbitrate to the Human Resources Department within ten (10) days after receipt of the City's fifth step answer. The Union will provide payment for one-half of the expense to obtain a roster of arbitrators within ten (10) days of the notification of the intent to arbitrate. Failure to submit payment for the roster

within ten (10) days of filing a notice of intent to arbitrate will result in a withdrawal of the notice and the matter will be considered settled on the basis of the City's last answer.

At any time upon mutual agreement from both parties (Management and Union) there may be an extension of any timelines within this Article.

Article 6 Section 1 - Discipline and Discharge: Policy

Policy. The City reserves the right to, with just cause, discharge, suspend or otherwise discipline employees for violations of City and/or department rules and regulations. All disciplinary and corrective action shall be subject to the provisions of the grievance procedure contained in this Agreement. The seriousness of an offense will often vary with the circumstances prevailing at the time of the occurrence and the motives which prompted the offense. Related and mitigating factors shall be considered when determining the appropriate action to be taken. The disciplinary process involves four steps of progressive discipline for infractions of a similar nature and which are of a nature not serious enough to constitute just cause for immediate suspension or discharge. The progressive steps are:

Caution Counseling

Written Reprimand

Suspension

Discharge

Article 6 Section 2 - Discipline and Discharge: Procedure

Procedure. The progressive disciplinary system listed is intended to serve as warning to the employee that he/she needs to improve in the listed area and that repeated incidents may result in suspension or termination. The steps of progressive discipline are intended as a guideline for the application of discipline but the City may apply any level of discipline commensurate with the seriousness of the offense committed.

The City 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 City may place the employee to be terminated on administrative leave with or without pay pending the resolution of an appeal filed under the provisions of Article 5 of this Agreement.

Offenses nor normally considered serious enough to warrant immediate suspension or termination:

1. Destruction or loss of City property;
2. Improperly using or obtaining leave time;
3. Tardiness;
4. Absence without permission or proper notice;
5. Interference with the regular conduct of City business;
6. Using City vehicles, property or equipment for personal use;
7. Consistent or continual unavailability for work;
8. Engaging in habits that interfere with the individual's or any other employee's performance on the job;
9. Violations of any work rule governing a management's rights or Administrative Rule and Regulation which governs a mandatory subject not contained within this Agreement.

The above list does not constitute a complete and total listing of offenses but is for illustrative purposes only.

Article 6 Section 3 - Discipline and Discharge: Grounds for Suspension or Termination

The City reserves the right to determine that any violation of rules and/or regulations may constitute just cause for immediate suspension or termination depending on the circumstances related to the offense.

Examples of offenses which may constitute sufficient or just cause for immediate suspension or termination are as follows:

3. Insubordination
5. Theft of property belonging to the City
6. Knowingly falsifying information to the City or knowingly making false statements in matters relative to employment.
9. Soliciting or performing work duty hours not authorized or directed by a supervisor or management or otherwise beneficial to the City.
10. Performing non-City related activities during paid work time (e.g. sleeping, performing personal activities such as artwork or online or catalog shopping).

11. Consumption of alcohol or possession or use of illegal drugs during working hours or the inability to perform duties because of being under the influence of either or any other violation of the City's Alcohol and Controlled Substance Policy.

13. Accident or injury caused by failure to follow safety procedures or by inattentiveness of the employee.

15. The use of unreasonable and abusive language or unacceptable treatment of a client, citizen, or other individual in the community, or on the City payroll.

16. Violation of the City's No Harassment or Discrimination Policy

17. Solicitation or acceptance of money or anything of value to influence decisions in public matters or as a reward for such decisions.

18. Possession of any type of firearm, explosive or concealed weapon without specific authority;

19. Possession, sale, consumption or being under the influence of any alcoholic, narcotic, or other non-prescription substance while on the work site, except to the extent governed by the City Substance Abuse Policy.

20. Other violations of similar nature.

The above list does not constitute a complete and total listing of offenses, but is for illustrative purposes only.

Article 6 Section 7 - Discipline and Discharge: Personnel File

Personnel File. A copy of any adverse action shall be given to the employee. All records of disciplinary actions of a nature not serious enough to warrant immediate suspension or discharge shall not be used for progressive disciplinary purposes after eighteen (18) months from the date of the underlying incident if there has been continuous service free from additional disciplinary action for violations of a similar nature. Records of disciplinary actions involving suspensions shall remain in the personnel file and may be considered along with future violations of a similar nature for disciplinary purposes for thirty-six (36) months from the date of the underlying incident. Disciplinary actions involving policy violations of a harassing, discriminatory, or workplace violence nature will remain on file and may be considered along with future violations of a similar nature for the duration of employment.

Article 7 Section 2 - Hours of Work: Work Schedules: Rest & Meal Periods

City of Topeka Management will notify staff as soon as practicable if they are being assigned to an alternate work shift due to weather event or an emergency. Employees shall be allowed sufficient time not to exceed one (1) hour without pay to report to an emergency shift. This does not apply in cases of extreme emergencies.

Article 7 Section 3 - Hours of Work: Work Schedules: Rest & Meal Periods

B. All employees shall be granted a meal period during each work shift. Those meal periods shall be as near the middle of the shift as possible. Meal periods themselves shall be with pay and shall be at the job site or in close proximity. There is no set time period to eat a meal, but employees are expected to only take a minimum amount of time for that purpose and only when work allows the employee to do so (grab and go).

Article 7 Sections 5 – Hours of Work: Time & Place for Reporting to Work

Employees shall be ready to commence work or depart from their reporting stations for job assignments at the beginning of each work schedule and work until the end of their work shift excluding the allowed clean up time per the bargaining unit agreement.

Employees must use time capture devices and must clock in prior to any beginning work and clock out after end of shift.

Employees must call designated phone number no later than one-half (1/2) hours before the start of the shift if they will be absent or late.

Employees are not authorized to leave work site early without the Infrastructure Support Manager's approval or authorization to leave prior to the end of the shift.

Each employee is responsible for ending his or her work shift at the appropriate time.

Article 7 Sections 6 – Hours of Work: Reporting Time Work Assignment

Any employee who presents himself/herself for work as scheduled shall be assigned to at least one (1) hour of work on the job for which he/she was scheduled.

Article 7 Section 8 – Hours of Work: Shift Differential

Shift work starting at or after 7:00 p.m. but before 3:00 a.m. shall qualify for shift differential.

Article 7 Section 10 – Hours of Work: Standby

In the event that standby causes an employee to accrue hours in excess of forty (40) in any schedule work week, then those hours shall be treated as overtime hour and subject to the same rules that apply in Section 8.

Article 8 Section 2 – Overtime: Distribution of Overtime Work

- C. When an overtime assignment becomes available, except for holdover or emergency snow removal situations, efforts will be made to contact the first qualified person at the top of the list to offer him/her the opportunity to work. Anytime that the contacted employee is available and accepts an overtime assignment his/her name is placed at the bottom of the list. Anytime an employee is contacted and declines an overtime assignment, his/her name is placed on the bottom of the list.

Article 10 Sections 1 - Probationary Employees: Definition

Probation shall mean the period of time that supervisors assess the work of an individual in order to determine the ability of the individual to perform the required responsibilities of the assigned position and continue employment in the assigned position.

Article 10 Sections 2 - Probationary Employees: Initial Probation

All new employees shall service initial probationary period of 1040 work hours.

An employee who does not successfully complete the initial probationary period may be terminated for just cause.

Article 10 Sections 3 - Probationary Employees: Interim Probation

All employees within the Bargaining Unit shall be eligible for a transfer to a job classification in the same, lower, or higher salary range as their current job classification without regard to race or sex, provided each employee shall meet the minimum requirements of the classification, and provided further, that such transfers or voluntary demotions or promotions within or from outside the bargaining unit shall be on a probationary basis for five hundred twenty (520) work hours. For all employees transferred or voluntarily demoted or promoted to the job classification listed below, the probationary period shall be extended to one thousand forty (1040) work hours. Personnel assigned to the Street Maintenance Section, provided that Management, in the interests of the efficient operation of the Division or to increase an

employee's changes of succeeding at his/her new position, may increase the probationary period up to additional five hundred twenty (520) work hours.

Article 11 Section 1- Vacancies-Transfers-Promotions-Demotions: Definitions

- A. Vacancies: For the purpose of this Article, a vacancy is created when the City/division increases the work force and/or chooses to fill an open position created by a termination, resignation, or promotion.
- B. Transfer: For the purpose of this Article, a transfer shall be defined as an interdepartmental or intradepartmental move into the Street Maintenance Section, Equipment Operator Classification. Employees transferring into the Street Maintenance Section will serve an interim probationary period of 1040 hours.
- C. Promotion: For the purpose of this Article, a promotion is the advancement of an employee to a higher competency skill level within the Street Section on a permanent basis.
- D. Demotion: The movement or reduction of an employee to a lower competency skill level, grade or rank.

Article 11 Section 3- Vacancies-Transfers-Promotions-Demotions: Promotion

Promotion within the Division will be based on the acquisition of new competency levels pursuant to training, practice, experience, and qualification as set forth in Article 18. Testing can only occur after the completion of pretesting and training. The employee may choose to waive the training but if he (or she) selects to do so and fails the test then he or she will be required to go to the end of the training list and must complete all training hours for that specific piece of equipment. After all training requirements have been successfully achieved than advancement to the next higher scale will commence with the first day of the first pay period following certification by the Safety and Training Coordinator and Production Management.

Article 11 Section 3- Vacancies-Transfers-Promotions-Demotions: Demotion

An employee may be demoted to a lower competency skill level, grade, or rank by the Production Manager if he or she is unsuccessful in obtaining a “Meets Expectations” rating level after the retaining period as prescribed in Article 18 Section 5B. The following are examples giving reason for demotion (The following enumerated list of reasons for demotion is not to be taken as an absolute list of all possible justifications for demotion):

1. Due to continued unsatisfactory performance or their inability to operate equipment they have been trained on, certified, and have been receiving skill base compensation.
2. For continued unsatisfactory workmanship quality when working with the piece of equipment they have been trained and certified on;
3. When there has been damage to equipment for which they have been trained and certified on and the supervisor, safety committee, and/or Director determine the damage/accident was avoidable and demotion is justified;

Article 11 Section 3- Vacancies-Transfers-Promotions-Demotions: Advanced Placement for New Hires

When an Equipment Operator new hire possess advanced equipment skill level experience from previous employment and can provide proof of the advanced equipment skill operation along with documentation (i.e. certificate, license, etc.), then management can place the new hire equipment operator in a higher competency skill level. The new hire equipment operator shall be subject to all of the provisions of Article 10 Probationary Employees.

Article 13 Section 2 – Sick Leave: Requests

An employee shall only be allowed to utilize sick leave for approved purposes pertaining to the provisions of acceptable sick leave use.

The employee must notify an Infrastructure Support Manager, or designated phone number if they are not available. No later than one-half (1/2) hour before the start of the shift.

Unless previously approved, employees are not authorized to leave the work site early without the Infrastructure Support Manager’s approval. Each employee is responsible for ending his or her shift at the appropriate time.

Article 13 Section 9 – Sick Leave: Incentive for Non-Use of Sick Leave

The purpose of this incentive is to discourage the repetitive use of sick leave by employees. For all full calendar years following the effective date of this Agreement, employees may elect to choose one of the two options (Option 1 or Option 2 but not both) listed below as an incentive for the non-use of Sick leave.

OPTION#1 Employee may elect to be compensated with incentive awards in accordance with the schedule below, with eligibility lists to be submitted by the Section payroll clerk prior to January 15 and payments to be received with the first full pay period following validation and approval by the Department of Financial Services:

0 hours used during year	\$500.00
1-8 hours used during year	\$400.00
9-16 hours used during year	\$300.00
17-24 hours used during year	\$200.00
25-32 hours used during year	\$100.00

OPTION#2 Employees shall be granted one day of personal leave for each four (4) consecutive months of perfect attendance provided, however, that none of the months may overlap into another month period. The employee may accumulate up to three (3) personal leave days for the purpose annually. It will be the responsibility of the employee to track their non-use of sick leave and report personal leave day earnings to their supervisor. Any unused personal leave at the close of each calendar year must be taken during the period of January 1st through April 30th of the following year. An extension may be granted with the approval of the Production Manager and Director.

Article 15 Section 2 – Vacation: Vacation Pay

Removal of employee's absence or final checks on paydays shall be mailed out since City of Topeka uses Direct Deposit for purposed of paychecks for all employees.

Item #6 Removed Payments will be made with the final pay periods of the calendar year, but in no case will such lump sum buy backs be treated as hours worked for the purposes of overtime calculation.

Article 15 Section 3 – Vacation: Choice & Selection of Vacation Period

Vacation requests shall be made in advance to the Rehabilitation & Maintenance Manager or designee in writing in accordance with established time-off procedures. Management may deny requests for vacation which will be provided to the employee in writing.

Vacation requests will not be arbitrarily denied and will be based on operational needs

Article 16 Section 6 – Absence of Leave: Funeral/Family Crisis Leave

Provisions to section A

3. In cases requiring travel in excess of 250 miles, the employee may be granted up to 3 additional days off with pay at the discretion of the manager.

Article 16 Section 12 – Absence of Leave: (UNKNOWN TITLE)

Addition of Section per employee Union Steward or President functions within leave without pay from City of Topeka.

Key points:

Up to 5 employees of the bargaining unit shall be granted paid time from duty for attending any scheduled negotiation sessions and Management meetings

Pool of forty-eight (48) regular hours with pay will be provided each contract year for bargaining unit members to attend State and/or National Union meeting.

Union Official- employee may serve as union officials through City of Topeka absences without pay or gain of seniority.

Article 17 Section 2 – Health & Safety: Healthcare Benefits

The Employer agrees to make group healthcare benefits available to all employees who are eligible—as set forth in the provisions of the Employer’s group health care benefit plan –and who sign up for such coverage and select the carrier to maintain a cost effective program.

The Employer and Union agree to discuss and consider changes in coverage in continuing efforts to contain and control escalating cost of group healthcare benefits. These discussions will take place through the Healthcare Advisory Committee. The parties understand that the present cost of a single healthcare coverage exceeds the rate of inflation and that the claims of City employees at times have exceeded the total of City and employee contributions to the City health insurance fund. Therefore, the Employer and the Union agree to meet and confer for the

purpose of negotiating separate Memorandum of Agreement addressing employee contributions for single base and single buy-up healthcare benefits for 2013. The employee may at his/her own cost and discretion insure eligible dependents. Under no circumstances will the Employer be liable for any additional payment of cost beyond the provisions of the section.

The City agrees to notify the Union in advance in the event of changes in coverage or carrier. Under no circumstances will the Employer be liable for any additional payment or cost beyond the provisions of the section.

Article 18 Section 1 – Wages: Wages

1. For the calendar year 2013 all non-probationary employees shall receive a one-time seven hundred and fifty dollar (\$750) bonus payable on the first full pay period immediately preceding January 1, 2013. There will be no across the board adjustment to the pay matrix, Equipment operators who receive and overall “Meets Expectations” or better on their most recent annual performance appraisals shall receive a step increase on the first pay period immediately preceding their hiring date anniversary.

2. For the calendar year 2014 the bargaining unit agreement Article 18 Section 1 and Section 3 shall be re-opened to discuss and negotiate wages and step movement.

3. For the calendar year 2015 the bargaining unit agreement Article 18 Section 1 and Section 3 shall be re-opened to discuss and negotiate wages and step movement.

For the calendar year 2013, employees who are eligible to receive a step increase due to being at their top level of the pay matrix and receive overall annual performance appraisals of “Meets Expectations” or better shall in lieu of a step be given a one-time lump sum bonus of seven hundred and fifty dollars (\$750.00), payable with the first pay period following their hire date anniversaries.

Article 18 Section 3 – Wages: Step Movement Dates

New hire employees shall begin and remain at Step 1 of the Wage Schedule for an initial probationary period of six (6) months. If at six (6) months the employee is rated satisfactory (“Meets Expectations”) by his or her Supervisor, he/she shall be advanced to Step 2 of the Wage Schedule in whatever grade level qualified when steps are provided. Step movement thereafter for all employees will occur at the beginning of the pay period immediately following the employee’s hiring anniversary when steps are provided.

Employees shall be rated by their Supervisors during the month of January for the previous calendar year, but in the even prior to their dates of eligibility for step increases. Consistent with Section 1 above, if an overall satisfactory (“Meets Expectations”) rating is achieved on such

an annual performance evaluation, the effective date of the step increase shall be the beginning of the pay period immediately following the employee's hiring anniversary, when steps are provided. An employee that has not received their annual performance appraisal since his or her last hiring date anniversary shall be deemed to have been rated at least a "Meets Expectations".

Article 18 Section 4 – Wages: Competency Pay Plan

Training on specific equipment will be based on work projects requiring that piece of equipment. Work projects will not be created to fulfill equipment training requests.

Article 18 Section 5 – Wages: Training Procedures and Specialty Pay

A. Training Procedures

4: Opportunities will be given to all employees on a first come first served basis. In the event there is a full testing schedule, employees will be scheduled on a seniority basis and may be changed upon equipment availability.

9: All testing will be conducted on each Tuesday unless unforeseen circumstances necessitate a(n) alternative day.

15: WARNING- Any person caught compromising testing materials will be subjected to disciplinary action up to and including termination.

B. Re-Training Language

1. Retraining may be required: after documentation has been submitted by the productions Manager identifying the need for retraining on equipment, when an Equipment Operator has been counseled or disciplined for equipment or property damage, when equipment or property damage has occurred within on (1) year of obtaining a new competency, or when recommended by the Safety Committee as part of an accident investigation.

2. The Re-training period shall be for the minimum of five hundred and twenty (520) hours in accordance with a subject to the provisions of Article 6 Section 4 of this bargaining unit agreement.

3. Failure to successfully pass all re-training tests, both equipment operation and written, to maintain the competency level held will be subject to the employees being demoted to a lower appropriate competency level.

C. Competency Level Review

After an employee successfully complete training and testing for and acquired competency that employee shall continue to show proof of the competency for the specific listed function, operation, or piece of equipment after a specified period of time. The review and re-testing is to reassure that equipment operators stay current with their equipment operation skill competency.

Competency review/testing will occur every three years from the date each competency was successfully obtained. Documentation required hours of equipment operation, a knowledge level test, and a scheduled walk around by the Safety and Training Coordinator for the pieces of equipment the employee has been skill test certified on will be included in the review and re-testing procedure at or near the end of the 3 year period. Required equipment hours for competency level recertification will be in accordance with the Equipment Operator Hours for Competency Level Review list included below. Failure to successfully pass and maintain each competency level held will be subject to the employee being demoted to a lower appropriate competency level.

If an employee does not meet the number of hours necessary to achieve the required competency level for each piece of equipment due to the lack of time or work for re-testing at no fault of the employee and extension of up to six (6) months will be granted to guarantee a re-testing opportunity.

D: Field Trainer and Lead Worker Positions

Lead Workers position shall be entitled to a one dollar and twenty five cent (\$1.25) per hour bonus incentive.

Inserted Equipment Operation Hours for Competency Level Review chart.

Article 19 Section 1 – Closing and Saving Clauses: Closing Clause

Closing Clause. The parties acknowledge that this Memorandum of Understanding (MOU) shall represent the complete Agreement between the Employer and the Union, with the exceptions of Article 17 Section 2, Healthcare Benefits, or as otherwise indicated within this Agreement.

The parties stipulate that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law; further, the complete understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Contract.

Article 20 – Termination and Amendments

This Agreement shall be effective for three years beginning January 1, 2013 through December 31, 2015.

At any time specific Articles within this agreement may be re-opened with mutual consent of the parties.

OVERALL Contract Revisions

- Section Manager will be replaced by Rehabilitation & Maintenance Manager
- Section Manager in some articles will be replaced by Production Manager
- Department Head will be replaced by Director of the Office of Utilities and Transportation or Director of Street Maintenance and Traffic Operations
- Superintendent will be replaced by Director of Street Maintenance & Traffic Operations

Pay Sched-Grade-Ste[	SCHEDULE	RATE.PAY-GRADE	RATE.PAY-STEP	RATE.PAY-RATE
STREET1T011	STREET1	T01	1	12.47
STREET1T0110	STREET1	T01	10	14.26
STREET1T0111	STREET1	T01	11	14.47
STREET1T0112	STREET1	T01	12	14.68
STREET1T0113	STREET1	T01	13	14.90
STREET1T0114	STREET1	T01	14	15.12
STREET1T0115	STREET1	T01	15	15.36
STREET1T0116	STREET1	T01	16	15.59
STREET1T0117	STREET1	T01	17	15.83
STREET1T0118	STREET1	T01	18	16.06
STREET1T0119	STREET1	T01	19	16.31
STREET1T012	STREET1	T01	2	12.66
STREET1T0120	STREET1	T01	20	16.55
STREET1T013	STREET1	T01	3	12.84
STREET1T014	STREET1	T01	4	13.04
STREET1T015	STREET1	T01	5	13.23
STREET1T016	STREET1	T01	6	13.44
STREET1T017	STREET1	T01	7	13.63
STREET1T018	STREET1	T01	8	13.84
STREET1T019	STREET1	T01	9	14.04
STREET1T021	STREET1	T02	1	12.66
STREET1T0210	STREET1	T02	10	14.47
STREET1T0211	STREET1	T02	11	14.68
STREET1T0212	STREET1	T02	12	14.90
STREET1T0213	STREET1	T02	13	15.12
STREET1T0214	STREET1	T02	14	15.36
STREET1T0215	STREET1	T02	15	15.59
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STREET1T0217	STREET1	T02	17	16.06
STREET1T0218	STREET1	T02	18	16.31
STREET1T0219	STREET1	T02	19	16.55
STREET1T022	STREET1	T02	2	12.84
STREET1T0220	STREET1	T02	20	16.80
STREET1T023	STREET1	T02	3	13.04
STREET1T024	STREET1	T02	4	13.23
STREET1T025	STREET1	T02	5	13.44
STREET1T026	STREET1	T02	6	13.63
STREET1T027	STREET1	T02	7	13.84
STREET1T028	STREET1	T02	8	14.04
STREET1T029	STREET1	T02	9	14.26
STREET1T031	STREET1	T03	1	12.84
STREET1T0310	STREET1	T03	10	14.68
STREET1T0311	STREET1	T03	11	14.90
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STREET1T0313	STREET1	T03	13	15.36
STREET1T0314	STREET1	T03	14	15.59

STREET1T0315	STREET1	T03	15	15.83
STREET1T0316	STREET1	T03	16	16.06
STREET1T0317	STREET1	T03	17	16.31
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STREET1T0320	STREET1	T03	20	17.05
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STREET1T035	STREET1	T03	5	13.63
STREET1T036	STREET1	T03	6	13.84
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STREET1T038	STREET1	T03	8	14.26
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STREET1T0412	STREET1	T04	12	15.36
STREET1T0413	STREET1	T04	13	15.59
STREET1T0414	STREET1	T04	14	15.83
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STREET1T0417	STREET1	T04	17	16.55
STREET1T0418	STREET1	T04	18	16.80
STREET1T0419	STREET1	T04	19	17.05
STREET1T042	STREET1	T04	2	13.23
STREET1T0420	STREET1	T04	20	17.31
STREET1T043	STREET1	T04	3	13.44
STREET1T044	STREET1	T04	4	13.63
STREET1T045	STREET1	T04	5	13.84
STREET1T046	STREET1	T04	6	14.04
STREET1T047	STREET1	T04	7	14.26
STREET1T048	STREET1	T04	8	14.47
STREET1T049	STREET1	T04	9	14.68
STREET1T051	STREET1	T05	1	13.23
STREET1T0510	STREET1	T05	10	15.12
STREET1T0511	STREET1	T05	11	15.36
STREET1T0512	STREET1	T05	12	15.59
STREET1T0513	STREET1	T05	13	15.83
STREET1T0514	STREET1	T05	14	16.06
STREET1T0515	STREET1	T05	15	16.31
STREET1T0516	STREET1	T05	16	16.55
STREET1T0517	STREET1	T05	17	16.80
STREET1T0518	STREET1	T05	18	17.05
STREET1T0519	STREET1	T05	19	17.31
STREET1T052	STREET1	T05	2	13.44
STREET1T0520	STREET1	T05	20	17.56

STREET1T053	STREET1	T05	3	13.63
STREET1T054	STREET1	T05	4	13.84
STREET1T055	STREET1	T05	5	14.04
STREET1T056	STREET1	T05	6	14.26
STREET1T057	STREET1	T05	7	14.47
STREET1T058	STREET1	T05	8	14.68
STREET1T059	STREET1	T05	9	14.90
STREET1T061	STREET1	T06	1	13.50
STREET1T0610	STREET1	T06	10	15.43
STREET1T0611	STREET1	T06	11	15.66
STREET1T0612	STREET1	T06	12	15.90
STREET1T0613	STREET1	T06	13	16.13
STREET1T0614	STREET1	T06	14	16.38
STREET1T0615	STREET1	T06	15	16.62
STREET1T0616	STREET1	T06	16	16.88
STREET1T0617	STREET1	T06	17	17.12
STREET1T0618	STREET1	T06	18	17.39
STREET1T0619	STREET1	T06	19	17.65
STREET1T062	STREET1	T06	2	13.70
STREET1T0620	STREET1	T06	20	17.91
STREET1T063	STREET1	T06	3	13.90
STREET1T064	STREET1	T06	4	14.11
STREET1T065	STREET1	T06	5	14.33
STREET1T066	STREET1	T06	6	14.54
STREET1T067	STREET1	T06	7	14.77
STREET1T068	STREET1	T06	8	14.98
STREET1T069	STREET1	T06	9	15.20
STREET1T071	STREET1	T07	1	13.76
STREET1T0710	STREET1	T07	10	15.75
STREET1T0711	STREET1	T07	11	15.97
STREET1T0712	STREET1	T07	12	16.22
STREET1T0713	STREET1	T07	13	16.46
STREET1T0714	STREET1	T07	14	16.71
STREET1T0715	STREET1	T07	15	16.95
STREET1T0716	STREET1	T07	16	17.21
STREET1T0717	STREET1	T07	17	17.47
STREET1T0718	STREET1	T07	18	17.73
STREET1T0719	STREET1	T07	19	17.99
STREET1T072	STREET1	T07	2	13.98
STREET1T0720	STREET1	T07	20	18.27
STREET1T073	STREET1	T07	3	14.18
STREET1T074	STREET1	T07	4	14.39
STREET1T075	STREET1	T07	5	14.61
STREET1T076	STREET1	T07	6	14.83
STREET1T077	STREET1	T07	7	15.05
STREET1T078	STREET1	T07	8	15.29
STREET1T079	STREET1	T07	9	15.51

STREET1T081	STREET1	T08	1	14.04
STREET1T0810	STREET1	T08	10	16.06
STREET1T0811	STREET1	T08	11	16.30
STREET1T0812	STREET1	T08	12	16.54
STREET1T0813	STREET1	T08	13	16.80
STREET1T0814	STREET1	T08	14	17.04
STREET1T0815	STREET1	T08	15	17.30
STREET1T0816	STREET1	T08	16	17.56
STREET1T0817	STREET1	T08	17	17.83
STREET1T0818	STREET1	T08	18	18.09
STREET1T0819	STREET1	T08	19	18.36
STREET1T082	STREET1	T08	2	14.26
STREET1T0820	STREET1	T08	20	18.64
STREET1T083	STREET1	T08	3	14.47
STREET1T084	STREET1	T08	4	14.68
STREET1T085	STREET1	T08	5	14.90
STREET1T086	STREET1	T08	6	15.12
STREET1T087	STREET1	T08	7	15.36
STREET1T088	STREET1	T08	8	15.58
STREET1T089	STREET1	T08	9	15.82
STREET1T091	STREET1	T09	1	14.33
STREET1T0910	STREET1	T09	10	16.38
STREET1T0911	STREET1	T09	11	16.62
STREET1T0912	STREET1	T09	12	16.87
STREET1T0913	STREET1	T09	13	17.12
STREET1T0914	STREET1	T09	14	17.38
STREET1T0915	STREET1	T09	15	17.65
STREET1T0916	STREET1	T09	16	17.91
STREET1T0917	STREET1	T09	17	18.18
STREET1T0918	STREET1	T09	18	18.45
STREET1T0919	STREET1	T09	19	18.73
STREET1T092	STREET1	T09	2	14.54
STREET1T0920	STREET1	T09	20	19.00
STREET1T093	STREET1	T09	3	14.76
STREET1T094	STREET1	T09	4	14.98
STREET1T095	STREET1	T09	5	15.19
STREET1T096	STREET1	T09	6	15.43
STREET1T097	STREET1	T09	7	15.66
STREET1T098	STREET1	T09	8	15.90
STREET1T099	STREET1	T09	9	16.13
STREET2T101	STREET2	T10	1	14.61
STREET2T1010	STREET2	T10	10	16.71
STREET2T1011	STREET2	T10	11	16.95
STREET2T1012	STREET2	T10	12	17.21
STREET2T1013	STREET2	T10	13	17.46
STREET2T1014	STREET2	T10	14	17.73
STREET2T1015	STREET2	T10	15	17.99

STREET2T1016	STREET2	T10	16	18.27
STREET2T1017	STREET2	T10	17	18.53
STREET2T1018	STREET2	T10	18	18.81
STREET2T1019	STREET2	T10	19	19.10
STREET2T102	STREET2	T10	2	14.83
STREET2T1020	STREET2	T10	20	19.39
STREET2T103	STREET2	T10	3	15.05
STREET2T104	STREET2	T10	4	15.28
STREET2T105	STREET2	T10	5	15.51
STREET2T106	STREET2	T10	6	15.75
STREET2T107	STREET2	T10	7	15.97
STREET2T108	STREET2	T10	8	16.22
STREET2T109	STREET2	T10	9	16.45
STREET2T111	STREET2	T11	1	14.98
STREET2T1110	STREET2	T11	10	17.12
STREET2T1111	STREET2	T11	11	17.38
STREET2T1112	STREET2	T11	12	17.65
STREET2T1113	STREET2	T11	13	17.91
STREET2T1114	STREET2	T11	14	18.18
STREET2T1115	STREET2	T11	15	18.44
STREET2T1116	STREET2	T11	16	18.72
STREET2T1117	STREET2	T11	17	19.00
STREET2T1118	STREET2	T11	18	19.29
STREET2T1119	STREET2	T11	19	19.58
STREET2T112	STREET2	T11	2	15.19
STREET2T1120	STREET2	T11	20	19.87
STREET2T113	STREET2	T11	3	15.43
STREET2T114	STREET2	T11	4	15.65
STREET2T115	STREET2	T11	5	15.89
STREET2T116	STREET2	T11	6	16.13
STREET2T117	STREET2	T11	7	16.38
STREET2T118	STREET2	T11	8	16.62
STREET2T119	STREET2	T11	9	16.87
STREET2T121	STREET2	T12	1	15.35
STREET2T1210	STREET2	T12	10	17.54
STREET2T1211	STREET2	T12	11	17.82
STREET2T1212	STREET2	T12	12	18.08
STREET2T1213	STREET2	T12	13	18.36
STREET2T1214	STREET2	T12	14	18.64
STREET2T1215	STREET2	T12	15	18.91
STREET2T1216	STREET2	T12	16	19.20
STREET2T1217	STREET2	T12	17	19.48
STREET2T1218	STREET2	T12	18	19.77
STREET2T1219	STREET2	T12	19	20.07
STREET2T122	STREET2	T12	2	15.58
STREET2T1220	STREET2	T12	20	20.36
STREET2T123	STREET2	T12	3	15.82

STREET2T124	STREET2	T12	4	16.05
STREET2T125	STREET2	T12	5	16.30
STREET2T126	STREET2	T12	6	16.54
STREET2T127	STREET2	T12	7	16.79
STREET2T128	STREET2	T12	8	17.04
STREET2T129	STREET2	T12	9	17.30
STREET2T131	STREET2	T13	1	15.74
STREET2T1310	STREET2	T13	10	17.99
STREET2T1311	STREET2	T13	11	18.26
STREET2T1312	STREET2	T13	12	18.53
STREET2T1313	STREET2	T13	13	18.81
STREET2T1314	STREET2	T13	14	19.09
STREET2T1315	STREET2	T13	15	19.38
STREET2T1316	STREET2	T13	16	19.68
STREET2T1317	STREET2	T13	17	19.96
STREET2T1318	STREET2	T13	18	20.27
STREET2T1319	STREET2	T13	19	20.57
STREET2T132	STREET2	T13	2	15.96
STREET2T1320	STREET2	T13	20	20.87
STREET2T133	STREET2	T13	3	16.21
STREET2T134	STREET2	T13	4	16.45
STREET2T135	STREET2	T13	5	16.70
STREET2T136	STREET2	T13	6	16.95
STREET2T137	STREET2	T13	7	17.21
STREET2T138	STREET2	T13	8	17.46
STREET2T139	STREET2	T13	9	17.72
STREET2T141	STREET2	T14	1	16.12
STREET2T1410	STREET2	T14	10	18.44
STREET2T1411	STREET2	T14	11	18.72
STREET2T1412	STREET2	T14	12	18.99
STREET2T1413	STREET2	T14	13	19.28
STREET2T1414	STREET2	T14	14	19.57
STREET2T1415	STREET2	T14	15	19.86
STREET2T1416	STREET2	T14	16	20.17
STREET2T1417	STREET2	T14	17	20.46
STREET2T1418	STREET2	T14	18	20.77
STREET2T1419	STREET2	T14	19	21.09
STREET2T142	STREET2	T14	2	16.37
STREET2T1420	STREET2	T14	20	21.39
STREET2T143	STREET2	T14	3	16.61
STREET2T144	STREET2	T14	4	16.87
STREET2T145	STREET2	T14	5	17.11
STREET2T146	STREET2	T14	6	17.38
STREET2T147	STREET2	T14	7	17.63
STREET2T148	STREET2	T14	8	17.90
STREET2T149	STREET2	T14	9	18.17
STREET2T151	STREET2	T15	1	16.53

STREET2T1510	STREET2	T15	10	18.90
STREET2T1511	STREET2	T15	11	19.19
STREET2T1512	STREET2	T15	12	19.47
STREET2T1513	STREET2	T15	13	19.76
STREET2T1514	STREET2	T15	14	20.06
STREET2T1515	STREET2	T15	15	20.36
STREET2T1516	STREET2	T15	16	20.66
STREET2T1517	STREET2	T15	17	20.98
STREET2T1518	STREET2	T15	18	21.29
STREET2T1519	STREET2	T15	19	21.61
STREET2T152	STREET2	T15	2	16.79
STREET2T1520	STREET2	T15	20	21.93
STREET2T153	STREET2	T15	3	17.02
STREET2T154	STREET2	T15	4	17.28
STREET2T155	STREET2	T15	5	17.54
STREET2T156	STREET2	T15	6	17.80
STREET2T157	STREET2	T15	7	18.08
STREET2T158	STREET2	T15	8	18.35
STREET2T159	STREET2	T15	9	18.63
STREET2T161	STREET2	T16	1	17.02
STREET2T1610	STREET2	T16	10	19.47
STREET2T1611	STREET2	T16	11	19.76
STREET2T1612	STREET2	T16	12	20.06
STREET2T1613	STREET2	T16	13	20.35
STREET2T1614	STREET2	T16	14	20.66
STREET2T1615	STREET2	T16	15	20.97
STREET2T1616	STREET2	T16	16	21.29
STREET2T1617	STREET2	T16	17	21.61
STREET2T1618	STREET2	T16	18	21.92
STREET2T1619	STREET2	T16	19	22.26
STREET2T162	STREET2	T16	2	17.28
STREET2T1620	STREET2	T16	20	22.60
STREET2T163	STREET2	T16	3	17.53
STREET2T164	STREET2	T16	4	17.80
STREET2T165	STREET2	T16	5	18.06
STREET2T166	STREET2	T16	6	18.35
STREET2T167	STREET2	T16	7	18.63
STREET2T168	STREET2	T16	8	18.90
STREET2T169	STREET2	T16	9	19.18
STREET2T171	STREET2	T17	1	17.53
STREET2T1710	STREET2	T17	10	20.04
STREET2T1711	STREET2	T17	11	20.35
STREET2T1712	STREET2	T17	12	20.65
STREET2T1713	STREET2	T17	13	20.97
STREET2T1714	STREET2	T17	14	21.28
STREET2T1715	STREET2	T17	15	21.60
STREET2T1716	STREET2	T17	16	21.92

STREET2T1717	STREET2	T17	17	22.26
STREET2T1718	STREET2	T17	18	22.59
STREET2T1719	STREET2	T17	19	22.92
STREET2T172	STREET2	T17	2	17.80
STREET2T1720	STREET2	T17	20	23.26
STREET2T173	STREET2	T17	3	18.06
STREET2T174	STREET2	T17	4	18.34
STREET2T175	STREET2	T17	5	18.62
STREET2T176	STREET2	T17	6	18.89
STREET2T177	STREET2	T17	7	19.18
STREET2T178	STREET2	T17	8	19.46
STREET2T179	STREET2	T17	9	19.76
STREET2T181	STREET2	T18	1	18.05
STREET2T1810	STREET2	T18	10	20.65
STREET2T1811	STREET2	T18	11	20.96
STREET2T1812	STREET2	T18	12	21.28
STREET2T1813	STREET2	T18	13	21.60
STREET2T1814	STREET2	T18	14	21.91
STREET2T1815	STREET2	T18	15	22.25
STREET2T1816	STREET2	T18	16	22.59
STREET2T1817	STREET2	T18	17	22.92
STREET2T1818	STREET2	T18	18	23.26
STREET2T1819	STREET2	T18	19	23.62
STREET2T182	STREET2	T18	2	18.34
STREET2T1820	STREET2	T18	20	23.97
STREET2T183	STREET2	T18	3	18.62
STREET2T184	STREET2	T18	4	18.89
STREET2T185	STREET2	T18	5	19.18
STREET2T186	STREET2	T18	6	19.46
STREET2T187	STREET2	T18	7	19.75
STREET2T188	STREET2	T18	8	20.04
STREET2T189	STREET2	T18	9	20.34
STREET3T191	STREET3	T19	1	18.61
STREET3T1910	STREET3	T19	10	21.27
STREET3T1911	STREET3	T19	11	21.59
STREET3T1912	STREET3	T19	12	21.91
STREET3T1913	STREET3	T19	13	22.25
STREET3T1914	STREET3	T19	14	22.58
STREET3T1915	STREET3	T19	15	22.91
STREET3T1916	STREET3	T19	16	23.25
STREET3T1917	STREET3	T19	17	23.61
STREET3T1918	STREET3	T19	18	23.97
STREET3T1919	STREET3	T19	19	24.32
STREET3T192	STREET3	T19	2	18.89
STREET3T1920	STREET3	T19	20	24.69
STREET3T193	STREET3	T19	3	19.17
STREET3T194	STREET3	T19	4	19.45

STREET3T195	STREET3	T19	5	19.75
STREET3T196	STREET3	T19	6	20.04
STREET3T197	STREET3	T19	7	20.34
STREET3T198	STREET3	T19	8	20.65
STREET3T199	STREET3	T19	9	20.96
STREET3T201	STREET3	T20	1	19.17
STREET3T2010	STREET3	T20	10	21.90
STREET3T2011	STREET3	T20	11	22.24
STREET3T2012	STREET3	T20	12	22.58
STREET3T2013	STREET3	T20	13	22.91
STREET3T2014	STREET3	T20	14	23.25
STREET3T2015	STREET3	T20	15	23.61
STREET3T2016	STREET3	T20	16	23.96
STREET3T2017	STREET3	T20	17	24.32
STREET3T2018	STREET3	T20	18	24.68
STREET3T2019	STREET3	T20	19	25.05
STREET3T202	STREET3	T20	2	19.45
STREET3T2020	STREET3	T20	20	25.43
STREET3T203	STREET3	T20	3	19.74
STREET3T204	STREET3	T20	4	20.03
STREET3T205	STREET3	T20	5	20.34
STREET3T206	STREET3	T20	6	20.64
STREET3T207	STREET3	T20	7	20.95
STREET3T208	STREET3	T20	8	21.27
STREET3T209	STREET3	T20	9	21.59
STREET4L011	STREET4	L01	1	13.77
STREET4L0110	STREET4	L01	10	15.56
STREET4L0111	STREET4	L01	11	15.77
STREET4L0112	STREET4	L01	12	15.98
STREET4L0113	STREET4	L01	13	16.20
STREET4L0114	STREET4	L01	14	16.42
STREET4L0115	STREET4	L01	15	16.66
STREET4L0116	STREET4	L01	16	16.89
STREET4L0117	STREET4	L01	17	17.13
STREET4L0118	STREET4	L01	18	17.36
STREET4L0119	STREET4	L01	19	17.61
STREET4L012	STREET4	L01	2	13.96
STREET4L0120	STREET4	L01	20	17.85
STREET4L013	STREET4	L01	3	14.14
STREET4L014	STREET4	L01	4	14.34
STREET4L015	STREET4	L01	5	14.53
STREET4L016	STREET4	L01	6	14.74
STREET4L017	STREET4	L01	7	14.93
STREET4L018	STREET4	L01	8	15.14
STREET4L019	STREET4	L01	9	15.34
STREET4L021	STREET4	L02	1	13.96
STREET4L0210	STREET4	L02	10	15.77

STREET4L0211	STREET4	L02	11	15.98
STREET4L0212	STREET4	L02	12	16.20
STREET4L0213	STREET4	L02	13	16.42
STREET4L0214	STREET4	L02	14	16.66
STREET4L0215	STREET4	L02	15	16.89
STREET4L0216	STREET4	L02	16	17.13
STREET4L0217	STREET4	L02	17	17.36
STREET4L0218	STREET4	L02	18	17.61
STREET4L0219	STREET4	L02	19	17.85
STREET4L022	STREET4	L02	2	14.14
STREET4L0220	STREET4	L02	20	18.10
STREET4L023	STREET4	L02	3	14.34
STREET4L024	STREET4	L02	4	14.53
STREET4L025	STREET4	L02	5	14.74
STREET4L026	STREET4	L02	6	14.93
STREET4L027	STREET4	L02	7	15.14
STREET4L028	STREET4	L02	8	15.34
STREET4L029	STREET4	L02	9	15.56
STREET4L031	STREET4	L03	1	14.14
STREET4L0310	STREET4	L03	10	15.98
STREET4L0311	STREET4	L03	11	16.20
STREET4L0312	STREET4	L03	12	16.42
STREET4L0313	STREET4	L03	13	16.66
STREET4L0314	STREET4	L03	14	16.89
STREET4L0315	STREET4	L03	15	17.13
STREET4L0316	STREET4	L03	16	17.36
STREET4L0317	STREET4	L03	17	17.61
STREET4L0318	STREET4	L03	18	17.85
STREET4L0319	STREET4	L03	19	18.10
STREET4L032	STREET4	L03	2	14.34
STREET4L0320	STREET4	L03	20	18.35
STREET4L033	STREET4	L03	3	14.53
STREET4L034	STREET4	L03	4	14.74
STREET4L035	STREET4	L03	5	14.93
STREET4L036	STREET4	L03	6	15.14
STREET4L037	STREET4	L03	7	15.34
STREET4L038	STREET4	L03	8	15.56
STREET4L039	STREET4	L03	9	15.77
STREET4L041	STREET4	L04	1	14.34
STREET4L0410	STREET4	L04	10	16.20
STREET4L0411	STREET4	L04	11	16.42
STREET4L0412	STREET4	L04	12	16.66
STREET4L0413	STREET4	L04	13	16.89
STREET4L0414	STREET4	L04	14	14.01
STREET4L0415	STREET4	L04	15	17.36
STREET4L0416	STREET4	L04	16	17.61
STREET4L0417	STREET4	L04	17	17.85

STREET4L0418	STREET4	L04	18	18.10
STREET4L0419	STREET4	L04	19	18.35
STREET4L042	STREET4	L04	2	14.53
STREET4L0420	STREET4	L04	20	18.61
STREET4L043	STREET4	L04	3	14.74
STREET4L044	STREET4	L04	4	14.93
STREET4L045	STREET4	L04	5	15.14
STREET4L046	STREET4	L04	6	15.34
STREET4L047	STREET4	L04	7	15.56
STREET4L048	STREET4	L04	8	15.77
STREET4L049	STREET4	L04	9	15.98
STREET4L051	STREET4	L05	1	14.53
STREET4L0510	STREET4	L05	10	16.42
STREET4L0511	STREET4	L05	11	16.66
STREET4L0512	STREET4	L05	12	16.89
STREET4L0513	STREET4	L05	13	17.13
STREET4L0514	STREET4	L05	14	17.36
STREET4L0515	STREET4	L05	15	17.61
STREET4L0516	STREET4	L05	16	17.85
STREET4L0517	STREET4	L05	17	18.10
STREET4L0518	STREET4	L05	18	18.35
STREET4L0519	STREET4	L05	19	18.61
STREET4L052	STREET4	L05	2	14.74
STREET4L0520	STREET4	L05	20	18.86
STREET4L053	STREET4	L05	3	14.93
STREET4L054	STREET4	L05	4	15.14
STREET4L055	STREET4	L05	5	15.34
STREET4L056	STREET4	L05	6	15.56
STREET4L057	STREET4	L05	7	15.77
STREET4L058	STREET4	L05	8	15.98
STREET4L059	STREET4	L05	9	16.20
STREET4L061	STREET4	L06	1	14.80
STREET4L0610	STREET4	L06	10	16.73
STREET4L0611	STREET4	L06	11	16.96
STREET4L0612	STREET4	L06	12	17.20
STREET4L0613	STREET4	L06	13	17.43
STREET4L0614	STREET4	L06	14	17.68
STREET4L0615	STREET4	L06	15	17.92
STREET4L0616	STREET4	L06	16	18.18
STREET4L0617	STREET4	L06	17	18.42
STREET4L0618	STREET4	L06	18	18.69
STREET4L0619	STREET4	L06	19	18.95
STREET4L062	STREET4	L06	2	15.00
STREET4L0620	STREET4	L06	20	19.21
STREET4L063	STREET4	L06	3	15.20
STREET4L064	STREET4	L06	4	15.41
STREET4L065	STREET4	L06	5	15.63

STREET4L066	STREET4	L06	6	15.84
STREET4L067	STREET4	L06	7	16.07
STREET4L068	STREET4	L06	8	16.28
STREET4L069	STREET4	L06	9	16.50
STREET4L071	STREET4	L07	1	15.06
STREET4L0710	STREET4	L07	10	17.05
STREET4L0711	STREET4	L07	11	17.27
STREET4L0712	STREET4	L07	12	17.52
STREET4L0713	STREET4	L07	13	17.76
STREET4L0714	STREET4	L07	14	18.01
STREET4L0715	STREET4	L07	15	18.25
STREET4L0716	STREET4	L07	16	18.51
STREET4L0717	STREET4	L07	17	18.77
STREET4L0718	STREET4	L07	18	19.03
STREET4L0719	STREET4	L07	19	19.29
STREET4L072	STREET4	L07	2	15.28
STREET4L0720	STREET4	L07	20	19.57
STREET4L073	STREET4	L07	3	15.48
STREET4L074	STREET4	L07	4	15.69
STREET4L075	STREET4	L07	5	15.91
STREET4L076	STREET4	L07	6	16.13
STREET4L077	STREET4	L07	7	16.35
STREET4L078	STREET4	L07	8	16.59
STREET4L079	STREET4	L07	9	16.81
STREET4L081	STREET4	L08	1	15.34
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STREET4L0811	STREET4	L08	11	17.60
STREET4L0812	STREET4	L08	12	17.84
STREET4L0813	STREET4	L08	13	18.10
STREET4L0814	STREET4	L08	14	18.34
STREET4L0815	STREET4	L08	15	18.60
STREET4L0816	STREET4	L08	16	18.86
STREET4L0817	STREET4	L08	17	19.13
STREET4L0818	STREET4	L08	18	19.39
STREET4L0819	STREET4	L08	19	19.66
STREET4L082	STREET4	L08	2	15.56
STREET4L0820	STREET4	L08	20	19.94
STREET4L083	STREET4	L08	3	15.77
STREET4L084	STREET4	L08	4	15.98
STREET4L085	STREET4	L08	5	16.20
STREET4L086	STREET4	L08	6	16.42
STREET4L087	STREET4	L08	7	16.66
STREET4L088	STREET4	L08	8	16.88
STREET4L089	STREET4	L08	9	17.12
STREET4L091	STREET4	L09	1	15.63
STREET4L0910	STREET4	L09	10	17.68
STREET4L0911	STREET4	L09	11	17.92

STREET4L0912	STREET4	L09	12	18.17
STREET4L0913	STREET4	L09	13	18.42
STREET4L0914	STREET4	L09	14	18.68
STREET4L0915	STREET4	L09	15	18.95
STREET4L0916	STREET4	L09	16	19.21
STREET4L0917	STREET4	L09	17	19.48
STREET4L0918	STREET4	L09	18	19.75
STREET4L0919	STREET4	L09	19	14.83
STREET4L092	STREET4	L09	2	15.84
STREET4L0920	STREET4	L09	20	20.30
STREET4L093	STREET4	L09	3	16.06
STREET4L094	STREET4	L09	4	16.28
STREET4L095	STREET4	L09	5	16.49
STREET4L096	STREET4	L09	6	16.73
STREET4L097	STREET4	L09	7	16.96
STREET4L098	STREET4	L09	8	17.20
STREET4L099	STREET4	L09	9	17.43
STREET5L101	STREET5	L10	1	15.91
STREET5L1010	STREET5	L10	10	18.01
STREET5L1011	STREET5	L10	11	18.25
STREET5L1012	STREET5	L10	12	18.51
STREET5L1013	STREET5	L10	13	18.76
STREET5L1014	STREET5	L10	14	19.03
STREET5L1015	STREET5	L10	15	19.29
STREET5L1016	STREET5	L10	16	19.57
STREET5L1017	STREET5	L10	17	19.83
STREET5L1018	STREET5	L10	18	20.11
STREET5L1019	STREET5	L10	19	20.40
STREET5L102	STREET5	L10	2	16.13
STREET5L1020	STREET5	L10	20	20.69
STREET5L103	STREET5	L10	3	16.35
STREET5L104	STREET5	L10	4	16.58
STREET5L105	STREET5	L10	5	16.81
STREET5L106	STREET5	L10	6	17.05
STREET5L107	STREET5	L10	7	17.27
STREET5L108	STREET5	L10	8	17.52
STREET5L109	STREET5	L10	9	17.75
STREET5L111	STREET5	L11	1	16.28
STREET5L1110	STREET5	L11	10	18.42
STREET5L1111	STREET5	L11	11	18.68
STREET5L1112	STREET5	L11	12	18.95
STREET5L1113	STREET5	L11	13	19.21
STREET5L1114	STREET5	L11	14	19.48
STREET5L1115	STREET5	L11	15	19.74
STREET5L1116	STREET5	L11	16	20.02
STREET5L1117	STREET5	L11	17	20.30
STREET5L1118	STREET5	L11	18	20.59

STREET5L1119	STREET5	L11	19	20.88
STREET5L112	STREET5	L11	2	16.49
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STREET5L114	STREET5	L11	4	16.95
STREET5L115	STREET5	L11	5	17.19
STREET5L116	STREET5	L11	6	17.43
STREET5L117	STREET5	L11	7	17.68
STREET5L118	STREET5	L11	8	17.92
STREET5L119	STREET5	L11	9	18.17
STREET5L121	STREET5	L12	1	16.65
STREET5L1210	STREET5	L12	10	18.84
STREET5L1211	STREET5	L12	11	19.12
STREET5L1212	STREET5	L12	12	19.38
STREET5L1213	STREET5	L12	13	19.66
STREET5L1214	STREET5	L12	14	19.94
STREET5L1215	STREET5	L12	15	20.21
STREET5L1216	STREET5	L12	16	20.50
STREET5L1217	STREET5	L12	17	20.78
STREET5L1218	STREET5	L12	18	21.07
STREET5L1219	STREET5	L12	19	21.37
STREET5L122	STREET5	L12	2	16.88
STREET5L1220	STREET5	L12	20	21.66
STREET5L123	STREET5	L12	3	17.12
STREET5L124	STREET5	L12	4	17.35
STREET5L125	STREET5	L12	5	17.60
STREET5L126	STREET5	L12	6	17.84
STREET5L127	STREET5	L12	7	18.09
STREET5L128	STREET5	L12	8	18.34
STREET5L129	STREET5	L12	9	18.60
STREET5L131	STREET5	L13	1	17.04
STREET5L1310	STREET5	L13	10	19.29
STREET5L1311	STREET5	L13	11	19.56
STREET5L1312	STREET5	L13	12	19.83
STREET5L1313	STREET5	L13	13	20.11
STREET5L1314	STREET5	L13	14	20.39
STREET5L1315	STREET5	L13	15	20.68
STREET5L1316	STREET5	L13	16	20.98
STREET5L1317	STREET5	L13	17	21.26
STREET5L1318	STREET5	L13	18	21.57
STREET5L1319	STREET5	L13	19	21.87
STREET5L132	STREET5	L13	2	17.26
STREET5L1320	STREET5	L13	20	22.17
STREET5L133	STREET5	L13	3	17.51
STREET5L134	STREET5	L13	4	17.75
STREET5L135	STREET5	L13	5	18.00
STREET5L136	STREET5	L13	6	18.25

STREET5L137	STREET5	L13	7	18.51
STREET5L138	STREET5	L13	8	18.76
STREET5L139	STREET5	L13	9	19.02
STREET5L141	STREET5	L14	1	17.42
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STREET5L1411	STREET5	L14	11	20.02
STREET5L1412	STREET5	L14	12	20.29
STREET5L1413	STREET5	L14	13	20.58
STREET5L1414	STREET5	L14	14	20.87
STREET5L1415	STREET5	L14	15	21.16
STREET5L1416	STREET5	L14	16	21.47
STREET5L1417	STREET5	L14	17	21.76
STREET5L1418	STREET5	L14	18	22.07
STREET5L1419	STREET5	L14	19	22.39
STREET5L142	STREET5	L14	2	17.67
STREET5L1420	STREET5	L14	20	22.69
STREET5L143	STREET5	L14	3	17.91
STREET5L144	STREET5	L14	4	18.17
STREET5L145	STREET5	L14	5	18.41
STREET5L146	STREET5	L14	6	18.68
STREET5L147	STREET5	L14	7	18.93
STREET5L148	STREET5	L14	8	19.20
STREET5L149	STREET5	L14	9	19.47
STREET5L151	STREET5	L15	1	17.83
STREET5L1510	STREET5	L15	10	20.20
STREET5L1511	STREET5	L15	11	20.49
STREET5L1512	STREET5	L15	12	20.77
STREET5L1513	STREET5	L15	13	21.06
STREET5L1514	STREET5	L15	14	21.36
STREET5L1515	STREET5	L15	15	21.66
STREET5L1516	STREET5	L15	16	21.96
STREET5L1517	STREET5	L15	17	22.28
STREET5L1518	STREET5	L15	18	22.59
STREET5L1519	STREET5	L15	19	22.91
STREET5L152	STREET5	L15	2	18.09
STREET5L1520	STREET5	L15	20	23.23
STREET5L153	STREET5	L15	3	18.32
STREET5L154	STREET5	L15	4	18.58
STREET5L155	STREET5	L15	5	18.84
STREET5L156	STREET5	L15	6	19.10
STREET5L157	STREET5	L15	7	19.38
STREET5L158	STREET5	L15	8	19.65
STREET5L159	STREET5	L15	9	19.93
STREET5L161	STREET5	L16	1	18.32
STREET5L1610	STREET5	L16	10	20.77
STREET5L1611	STREET5	L16	11	21.06
STREET5L1612	STREET5	L16	12	21.36

STREET5L1613	STREET5	L16	13	21.65
STREET5L1614	STREET5	L16	14	21.96
STREET5L1615	STREET5	L16	15	22.27
STREET5L1616	STREET5	L16	16	22.59
STREET5L1617	STREET5	L16	17	22.91
STREET5L1618	STREET5	L16	18	23.22
STREET5L1619	STREET5	L16	19	23.56
STREET5L162	STREET5	L16	2	18.58
STREET5L1620	STREET5	L16	20	23.90
STREET5L163	STREET5	L16	3	18.83
STREET5L164	STREET5	L16	4	19.10
STREET5L165	STREET5	L16	5	19.36
STREET5L166	STREET5	L16	6	19.65
STREET5L167	STREET5	L16	7	19.93
STREET5L168	STREET5	L16	8	20.20
STREET5L169	STREET5	L16	9	20.48
STREET5L171	STREET5	L17	1	18.83
STREET5L1710	STREET5	L17	10	21.34
STREET5L1711	STREET5	L17	11	21.65
STREET5L1712	STREET5	L17	12	21.95
STREET5L1713	STREET5	L17	13	22.27
STREET5L1714	STREET5	L17	14	22.58
STREET5L1715	STREET5	L17	15	22.90
STREET5L1716	STREET5	L17	16	23.22
STREET5L1717	STREET5	L17	17	23.56
STREET5L1718	STREET5	L17	18	23.89
STREET5L1719	STREET5	L17	19	24.22
STREET5L172	STREET5	L17	2	19.10
STREET5L1720	STREET5	L17	20	24.56
STREET5L173	STREET5	L17	3	19.36
STREET5L174	STREET5	L17	4	19.64
STREET5L175	STREET5	L17	5	19.92
STREET5L176	STREET5	L17	6	20.19
STREET5L177	STREET5	L17	7	20.48
STREET5L178	STREET5	L17	8	20.76
STREET5L179	STREET5	L17	9	21.06
STREET5L181	STREET5	L18	1	19.35
STREET5L1810	STREET5	L18	10	21.95
STREET5L1811	STREET5	L18	11	22.26
STREET5L1812	STREET5	L18	12	22.58
STREET5L1813	STREET5	L18	13	22.90
STREET5L1814	STREET5	L18	14	23.21
STREET5L1815	STREET5	L18	15	23.55
STREET5L1816	STREET5	L18	16	23.89
STREET5L1817	STREET5	L18	17	24.22
STREET5L1818	STREET5	L18	18	24.56
STREET5L1819	STREET5	L18	19	24.92

STREET5L182	STREET5	L18	2	19.64
STREET5L1820	STREET5	L18	20	25.27
STREET5L183	STREET5	L18	3	19.92
STREET5L184	STREET5	L18	4	20.19
STREET5L185	STREET5	L18	5	20.48
STREET5L186	STREET5	L18	6	20.76
STREET5L187	STREET5	L18	7	21.05
STREET5L188	STREET5	L18	8	21.34
STREET5L189	STREET5	L18	9	21.64
STREET6L191	STREET6	L19	1	19.91
STREET6L1910	STREET6	L19	10	22.57
STREET6L1911	STREET6	L19	11	22.89
STREET6L1912	STREET6	L19	12	23.21
STREET6L1913	STREET6	L19	13	23.55
STREET6L1914	STREET6	L19	14	23.88
STREET6L1915	STREET6	L19	15	24.21
STREET6L1916	STREET6	L19	16	24.55
STREET6L1917	STREET6	L19	17	24.91
STREET6L1918	STREET6	L19	18	25.27
STREET6L1919	STREET6	L19	19	25.62
STREET6L192	STREET6	L19	2	20.19
STREET6L1920	STREET6	L19	20	25.99
STREET6L193	STREET6	L19	3	20.47
STREET6L194	STREET6	L19	4	20.75
STREET6L195	STREET6	L19	5	21.05
STREET6L196	STREET6	L19	6	21.34
STREET6L197	STREET6	L19	7	21.64
STREET6L198	STREET6	L19	8	21.95
STREET6L199	STREET6	L19	9	22.26
STREET6L201	STREET6	L20	1	20.47
STREET6L2010	STREET6	L20	10	23.20
STREET6L2011	STREET6	L20	11	23.54
STREET6L2012	STREET6	L20	12	23.88
STREET6L2013	STREET6	L20	13	24.21
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STREET6L2015	STREET6	L20	15	24.91
STREET6L2016	STREET6	L20	16	25.26
STREET6L2017	STREET6	L20	17	25.62
STREET6L2018	STREET6	L20	18	25.98
STREET6L2019	STREET6	L20	19	26.35
STREET6L202	STREET6	L20	2	20.75
STREET6L2020	STREET6	L20	20	26.73
STREET6L203	STREET6	L20	3	21.04
STREET6L204	STREET6	L20	4	21.33
STREET6L205	STREET6	L20	5	21.64
STREET6L206	STREET6	L20	6	21.94
STREET6L207	STREET6	L20	7	22.25

STREET6L208	STREET6	L20	8	22.57
STREET6L209	STREET6	L20	9	22.89
STREETT011	STREET	T01	1	12.47
STREETT0110	STREET	T01	10	14.26
STREETT0111	STREET	T01	11	14.47
STREETT0112	STREET	T01	12	14.68
STREETT0113	STREET	T01	13	14.90
STREETT0114	STREET	T01	14	15.12
STREETT0115	STREET	T01	15	15.36
STREETT0116	STREET	T01	16	15.59
STREETT0117	STREET	T01	17	15.83
STREETT0118	STREET	T01	18	16.06
STREETT0119	STREET	T01	19	16.31
STREETT012	STREET	T01	2	12.66
STREETT0120	STREET	T01	20	16.55
STREETT013	STREET	T01	3	12.84
STREETT014	STREET	T01	4	13.04
STREETT015	STREET	T01	5	13.23
STREETT016	STREET	T01	6	13.44
STREETT017	STREET	T01	7	13.63
STREETT018	STREET	T01	8	13.84
STREETT019	STREET	T01	9	14.04
STREETT021	STREET	T02	1	12.66
STREETT0210	STREET	T02	10	14.47
STREETT0211	STREET	T02	11	14.68
STREETT0212	STREET	T02	12	14.90
STREETT0213	STREET	T02	13	15.12
STREETT0214	STREET	T02	14	15.36
STREETT0215	STREET	T02	15	15.59
STREETT0216	STREET	T02	16	15.83
STREETT0217	STREET	T02	17	16.06
STREETT0218	STREET	T02	18	16.31
STREETT0219	STREET	T02	19	16.55
STREETT022	STREET	T02	2	12.84
STREETT0220	STREET	T02	20	16.80
STREETT023	STREET	T02	3	13.04
STREETT024	STREET	T02	4	13.23
STREETT025	STREET	T02	5	13.44
STREETT026	STREET	T02	6	13.63
STREETT027	STREET	T02	7	13.84
STREETT028	STREET	T02	8	14.04
STREETT029	STREET	T02	9	14.26
STREETT031	STREET	T03	1	12.84
STREETT0310	STREET	T03	10	14.68
STREETT0311	STREET	T03	11	14.90
STREETT0312	STREET	T03	12	15.12
STREETT0313	STREET	T03	13	15.36

STREETT0314	STREET	T03	14	15.59
STREETT0315	STREET	T03	15	15.83
STREETT0316	STREET	T03	16	16.06
STREETT0317	STREET	T03	17	16.31
STREETT0318	STREET	T03	18	16.55
STREETT0319	STREET	T03	19	16.80
STREETT032	STREET	T03	2	13.04
STREETT0320	STREET	T03	20	17.05
STREETT033	STREET	T03	3	13.23
STREETT034	STREET	T03	4	13.44
STREETT035	STREET	T03	5	13.63
STREETT036	STREET	T03	6	13.84
STREETT037	STREET	T03	7	14.04
STREETT038	STREET	T03	8	14.26
STREETT039	STREET	T03	9	14.47
STREETT041	STREET	T04	1	13.04
STREETT0410	STREET	T04	10	14.90
STREETT0411	STREET	T04	11	15.12
STREETT0412	STREET	T04	12	15.36
STREETT0413	STREET	T04	13	15.59
STREETT0414	STREET	T04	14	15.83
STREETT0415	STREET	T04	15	16.06
STREETT0416	STREET	T04	16	16.31
STREETT0417	STREET	T04	17	16.55
STREETT0418	STREET	T04	18	16.80
STREETT0419	STREET	T04	19	17.05
STREETT042	STREET	T04	2	13.23
STREETT0420	STREET	T04	20	17.31
STREETT043	STREET	T04	3	13.44
STREETT044	STREET	T04	4	13.63
STREETT045	STREET	T04	5	13.84
STREETT046	STREET	T04	6	14.04
STREETT047	STREET	T04	7	14.26
STREETT048	STREET	T04	8	14.47
STREETT049	STREET	T04	9	14.68
STREETT051	STREET	T05	1	13.23
STREETT0510	STREET	T05	10	15.12
STREETT0511	STREET	T05	11	15.36
STREETT0512	STREET	T05	12	15.59
STREETT0513	STREET	T05	13	15.83
STREETT0514	STREET	T05	14	16.06
STREETT0515	STREET	T05	15	16.31
STREETT0516	STREET	T05	16	16.55
STREETT0517	STREET	T05	17	16.80
STREETT0518	STREET	T05	18	17.05
STREETT0519	STREET	T05	19	17.31
STREETT052	STREET	T05	2	13.44

STREETT0520	STREET	T05	20	17.56
STREETT053	STREET	T05	3	13.63
STREETT054	STREET	T05	4	13.84
STREETT055	STREET	T05	5	14.04
STREETT056	STREET	T05	6	14.26
STREETT057	STREET	T05	7	14.47
STREETT058	STREET	T05	8	14.68
STREETT059	STREET	T05	9	14.90
STREETT061	STREET	T06	1	13.50
STREETT0610	STREET	T06	10	15.43
STREETT0611	STREET	T06	11	15.66
STREETT0612	STREET	T06	12	15.90
STREETT0613	STREET	T06	13	16.13
STREETT0614	STREET	T06	14	16.38
STREETT0615	STREET	T06	15	16.62
STREETT0616	STREET	T06	16	16.88
STREETT0617	STREET	T06	17	17.12
STREETT0618	STREET	T06	18	17.39
STREETT0619	STREET	T06	19	17.65
STREETT062	STREET	T06	2	13.70
STREETT0620	STREET	T06	20	17.91
STREETT063	STREET	T06	3	13.90
STREETT064	STREET	T06	4	14.11
STREETT065	STREET	T06	5	14.33
STREETT066	STREET	T06	6	14.54
STREETT067	STREET	T06	7	14.77
STREETT068	STREET	T06	8	14.98
STREETT069	STREET	T06	9	15.20
STREETT071	STREET	T07	1	13.76
STREETT0710	STREET	T07	10	15.75
STREETT0711	STREET	T07	11	15.97
STREETT0712	STREET	T07	12	16.22
STREETT0713	STREET	T07	13	16.46
STREETT0714	STREET	T07	14	16.71
STREETT0715	STREET	T07	15	16.95
STREETT0716	STREET	T07	16	17.21
STREETT0717	STREET	T07	17	17.47
STREETT0718	STREET	T07	18	17.73
STREETT0719	STREET	T07	19	17.99
STREETT072	STREET	T07	2	13.98
STREETT0720	STREET	T07	20	18.27
STREETT073	STREET	T07	3	14.18
STREETT074	STREET	T07	4	14.39
STREETT075	STREET	T07	5	14.61
STREETT076	STREET	T07	6	14.83
STREETT077	STREET	T07	7	15.05
STREETT078	STREET	T07	8	15.29

STREETT079	STREET	T07	9	15.51
STREETT081	STREET	T08	1	14.04
STREETT0810	STREET	T08	10	16.06
STREETT0811	STREET	T08	11	16.30
STREETT0812	STREET	T08	12	16.54
STREETT0813	STREET	T08	13	16.80
STREETT0814	STREET	T08	14	17.04
STREETT0815	STREET	T08	15	17.30
STREETT0816	STREET	T08	16	17.56
STREETT0817	STREET	T08	17	17.83
STREETT0818	STREET	T08	18	18.09
STREETT0819	STREET	T08	19	18.36
STREETT082	STREET	T08	2	14.26
STREETT0820	STREET	T08	20	18.64
STREETT083	STREET	T08	3	14.47
STREETT084	STREET	T08	4	14.68
STREETT085	STREET	T08	5	14.90
STREETT086	STREET	T08	6	15.12
STREETT087	STREET	T08	7	15.36
STREETT088	STREET	T08	8	15.58
STREETT089	STREET	T08	9	15.82
STREETT091	STREET	T09	1	14.33
STREETT0910	STREET	T09	10	16.38
STREETT0911	STREET	T09	11	16.62
STREETT0912	STREET	T09	12	16.87
STREETT0913	STREET	T09	13	17.12
STREETT0914	STREET	T09	14	17.38
STREETT0915	STREET	T09	15	17.65
STREETT0916	STREET	T09	16	17.91
STREETT0917	STREET	T09	17	18.18
STREETT0918	STREET	T09	18	18.45
STREETT0919	STREET	T09	19	18.73
STREETT092	STREET	T09	2	14.54
STREETT0920	STREET	T09	20	19.00
STREETT093	STREET	T09	3	14.76
STREETT094	STREET	T09	4	14.98
STREETT095	STREET	T09	5	15.19
STREETT096	STREET	T09	6	15.43
STREETT097	STREET	T09	7	15.66
STREETT098	STREET	T09	8	15.90
STREETT099	STREET	T09	9	16.13

EMPLOYEE	FULL-NAME	UNION-CODE	EMP-STATUS	POSITION	ANNUAL-HOURS
952	TERRY SR, FLOREN	TEAMSTER	FT	500PWST	2080
2123	FORTIN, DAVID C.	TEAMSTER	FT	500PWST	2080
781	RABER, TROY D.	TEAMSTER	FT	500PWST	2080
702	MURPHY, MILLARD E.	TEAMSTER	FT	500PWST	2080
616	MALLOY JR, RICHARD L.	TEAMSTER	FT	501PWST	2080
841	SCHMIDT, TINA M.	TEAMSTER	FT	500PWST	2080
1208	WRIGHT III, THEODORE	TEAMSTER	FT	500PWST	2080
203	CRAIG, KEEVIN A.	TEAMSTER	FT	500PWST	2080
1050	WHITE, DARRELL D.	TEAMSTER	FT	500PWST	2080
700	MUNOZ, MICHAEL A.	TEAMSTER	FT	500PWST	2080
318	FISHER, TERRY L.	TEAMSTER	L1	500PWST	2080
2214	BEST, ALAN O.	TEAMSTER	FT	500PWST	2080
1639	WATSON, TIMOTHY S.	TEAMSTER	FT	500PWST	2080
547	KENDALL, JOHN P.	TEAMSTER	FT	500PWST	2080
588	LIERZ, TIMOTHY G.	TEAMSTER	FT	500PWST	2080
23	ALSTON, LEROY	TEAMSTER	FT	500PWST	2080
630	MCBURNEY JR, LARRY D.	TEAMSTER	FT	500PWST	2080
275	EDGAR, LAUREE F.	TEAMSTER	FT	500PWST	2080
25	ANDERSON, KENNETH A.	TEAMSTER	FT	500PWST	2080
19	ALCALA, SCOTT M.	TEAMSTER	FT	500PWST	2080
807	ROBINSON, PATRICK E.	TEAMSTER	FT	500PWST	2080
1025	WATERER, KENNETH D.	TEAMSTER	L1	500PWST	2080
1116	CHRISTIAN, STEVEN D.	TEAMSTER	FT	500PWST	2080
111	BRIGHT, WAYNE B.	TEAMSTER	FT	500PWST	2080
2269	ADDINGTON, JAMES R.	TEAMSTER	FT	500PWST	2080
67	BENSON, ALFRED E.	TEAMSTER	FT	500PWST	2080
992	UNGERER, TERRY L.	TEAMSTER	FT	500PWST	2080
1834	KARNS, TYLER E.	TEAMSTER	FT	500PWST	2080
451	HERNANDEZ, GUADALUPE	TEAMSTER	FT	500PWST	2080
619	MARKER, CRAIG A.	TEAMSTER	FT	500PWST	2080
732	OVERSTREET, COREY A.	TEAMSTER	FT	500PWST	2080

SCHEDULE	PAY-GRADE	PAY-STEP	Pay Sched-Grade-Step	PAY-RATE	2013 Step
STREET2	T15	20	STREET2T1520	21.93	20
STREET1	T01	3	STREET1T013	12.84	4
STREET3	T20	8	STREET3T208	21.27	9
STREET6	L19	8	STREET6L198	21.95	9
STREET6	L20	20	STREET6L2020	26.73	20
STREET3	T19	20	STREET3T1920	24.69	20
STREET2	T18	8	STREET2T188	20.04	9
STREET6	L20	8	STREET6L208	22.57	9
STREET2	T11	14	STREET2T1114	18.18	15
STREET2	T16	8	STREET2T168	18.90	9
STREET6	L20	15	STREET6L2015	24.91	16
STREET1	T01	2	STREET1T012	12.66	3
STREET2	T10	5	STREET2T105	15.51	6
STREET1	T09	9	STREET1T099	16.13	10
STREET3	T19	9	STREET3T199	20.96	10
STREET3	T20	13	STREET3T2013	22.91	14
STREET2	T10	6	STREET2T106	15.75	7
STREET2	T15	10	STREET2T1510	18.90	11
STREET3	T20	12	STREET3T2012	22.58	13
STREET2	T17	5	STREET2T175	18.62	6
STREET3	T20	14	STREET3T2014	23.25	15
STREET2	T11	5	STREET2T115	15.89	6
STREET3	T19	8	STREET3T198	20.65	9
STREET2	T11	5	STREET2T115	15.89	6
STREET1	T01	1	STREET1T011	12.47	2
STREET2	T14	7	STREET2T147	17.63	8
STREET2	T10	7	STREET2T107	15.97	8
STREET1	T08	4	STREET1T084	14.68	5
STREET2	T11	18	STREET2T1118	19.29	19
STREET1	T04	3	STREET1T043	13.44	4
STREET3	T19	8	STREET3T198	20.65	9

1,222,707.20

Step Sched-Grade-)	13 Step Ra	HM-DIST-CO	HM-ACCT-UNIT	HM-ACCOUNT	DEPARTMENT
STREET2T1520	21.93	1	2913020105	51001	ST105
STREET1T014	13.04	1	2913020105	51001	ST105
STREET3T209	21.59	1	2913020105	51001	ST105
STREET6L199	22.26	1	2913020105	51001	ST105
STREET6L2020	26.73	1	2913020105	51001	ST105
STREET3T1920	24.69	1	2913020105	51001	ST105
STREET2T189	20.34	1	2913020105	51001	ST105
STREET6L209	22.89	1	2913020105	51001	ST105
STREET2T1115	18.44	1	2913020105	51001	ST105
STREET2T169	19.18	1	2913020105	51001	ST105
STREET6L2016	25.26	1	2913020105	51001	ST105
STREET1T013	12.84	1	2913020105	51001	ST105
STREET2T106	15.75	1	2913020105	51001	ST105
STREET1T0910	16.38	1	2913020105	51001	ST105
STREET3T1910	21.27	1	2913020105	51001	ST105
STREET3T2014	23.25	1	2913020105	51001	ST105
STREET2T107	15.97	1	2913020105	51001	ST105
STREET2T1511	19.19	1	2913020105	51001	ST105
STREET3T2013	22.91	1	2913020105	51001	ST105
STREET2T176	18.89	1	2913020105	51001	ST105
STREET3T2015	23.61	1	2913020105	51001	ST105
STREET2T116	16.13	1	2913020105	51001	ST105
STREET3T199	20.96	1	2913020105	51001	ST105
STREET2T116	16.13	1	2913020105	51001	ST105
STREET1T012	12.66	1	2913020105	51001	ST105
STREET2T148	17.90	1	2913020105	51001	ST105
STREET2T108	16.22	1	2913020105	51001	ST105
STREET1T085	14.90	1	2913020105	51001	ST105
STREET2T1119	19.58	1	2913020105	51001	ST105
STREET1T044	13.63	1	2913020105	51001	ST105
STREET3T199	20.96	1	2913020105	51001	ST105

<u>ANNIVERS-DATE</u>	<u>\$750 Pmt</u>	<u>12/31/2013</u>	<u>2013 - Cost of Step</u>	<u>Pmt in Lieu of Step</u>
	750.00			750.00
8/4/2013	750.00	107.00	171.2	
8/4/2013	750.00	107.00	273.92	
8/4/2013	750.00	107.00	265.36	
	750.00			750.00
	750.00			750.00
10/27/2013	750.00	47.00	112.8	
10/27/2013	750.00	47.00	120.32	
10/27/2013	750.00	47.00	97.76	
11/10/2013	750.00	37.00	82.88	
11/10/2013	750.00	37.00	103.6	
11/14/2013	750.00	34.00	48.96	
11/24/2013	750.00	27.00	51.84	
11/24/2013	750.00	27.00	54	
11/24/2013	750.00	27.00	66.96	
12/8/2013	750.00	17.00	46.24	
12/22/2013	750.00	7.00	12.32	
12/22/2013	750.00	7.00	16.24	
12/22/2013	750.00	7.00	18.48	
1/5/2013	750.00	257.00	555.12	
1/5/2013	750.00	257.00	740.16	
2/16/2013	750.00	227.00	435.84	
2/16/2013	750.00	227.00	562.96	
3/16/2013	750.00	207.00	397.44	
3/17/2013	750.00	207.00	314.64	
3/30/2013	750.00	197.00	425.52	
6/8/2013	750.00	147.00	294	
6/22/2013	750.00	137.00	241.12	
7/20/2013	750.00	117.00	271.44	
8/3/2013	750.00	107.00	162.64	
8/3/2013	750.00	107.00	265.36	
	23,250.00		6,209.12	2,250.00
			0.51%	
			0.0051	

Cost Estimate of Contract Proposal
Teamsters
2013

	Salaries	Benefits	Total
Cost of \$750 Payment in lieu of Annual Percent Increase	23,250.00	4,136.18	27,386.18
Cost of 2013 Step Increase	6,209.12	1,104.60	7,313.72
Cost of \$750 Payment in lieu of Step Increase	2,250.00	400.28	2,650.28
Cost of 2013 Overtime after Step Increase	113.49	20.19	133.68
Cost of 2013 Standby after Step Increase	94.11	16.74	110.85
	<u>31,709.12</u>	<u>5,641.05</u>	<u>37,350.17</u>
Less: Cost of Reduced Overtime Obligation	(3,514.32)	(625.20)	(4,139.52)
Total Estimated Cost of Teamsters Contract - 2013	<u>28,194.80</u>	<u>5,015.85</u>	<u>33,210.65</u>



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 3, 2012

Back Print

DATE: October 16, 2012
CONTACT PERSON: Craig Spomer, Chief of Prosecution
DOCUMENT #:
SECOND PARTY/SUBJECT: 2012 STO adoption **PROJECT #:**
CATEGORY/SUBCATEGORY: 013 Ordinances - Codified / 142 Traffic and Vehicles
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by City Manager Jim Colson amending City of Topeka Code Section 10.15.010 and specifically repealing said original section concerning the adoption of the 2012 Standard Traffic Ordinance. First Reading.

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

(Approval would adopt the 2012 edition of the Standard Traffic Ordinance. The City is currently operating under the 2011 edition. There are no substantial changes except for the addition of provisions regarding the refusal of preliminary breath testing for DUI's.)

POLICY ISSUE:

Whether or not Governing Body wants to adopt the new edition

STAFF RECOMMENDATION:

Staff is recommending the Council move to adopt the ordinance

BACKGROUND:

The City's standard practice is to adopt the most recent version of the Standard Traffic Ordinance (STO) for Kansas Cities as compiled and published by the League of Kansas Municipalities (LKM). The City is currently operating under the 2011 version of the STO as provided in TMC 10.15.010. When the 2011 STO was adopted, some sections were omitted or amended to better serve the City as provided in TMC 10.15.020. The LKM has now published the 2012 version. There are no changes to the City's omissions and amendments from the 2011 STO. TMC 10.15.020 remains the same with the adoption of the 2012 version. Therefore, it is not necessary to amend that city code section in this ordinance. The 2012 STO does include new provisions for the refusal of preliminary breath alcohol content (BAC) testing for DUI. This

addition is required by a change in state law.

BUDGETARY IMPACT:

No impact to the City's budget.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

[Ordinance](#)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Jim Colson, City Manager, amending City of Topeka Code § 10.15.010 and specifically repealing said original section concerning the adoption of the 2012 Standard Traffic Ordinances.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS:

Section 1. That section 10.15.010, Incorporation of Standard Traffic Ordinance, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Incorporation of Standard Traffic Ordinance.

(a) Generally – Copies. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the city of Topeka, Kansas, the Standard Traffic Ordinance for Kansas Cities, Edition of ~~2011~~2012, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections or parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than three copies of the Standard Traffic Ordinance shall be marked or stamped “Official Copy as Adopted by Ordinance No. ~~19652~~____,” with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of the ordinance codified in this chapter and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of the Standard Traffic Ordinance similarly marked, as may be deemed expedient.

(b) Traffic Infractions and Traffic Offenses.

(1) A traffic infraction is a violation of any section of this title or of the Standard Traffic Ordinance that prohibits or requires the same behavior as that prohibited or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118, and amendments thereto.

(2) All traffic violations which are included within this title and which are not traffic infractions as defined in subsection (b)(1) of this section shall be considered traffic offenses.

Section 2. That original § 10.15.010 of The Code of the City of Topeka, Kansas, is hereby specifically repealed.

Section 3. This ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper.

Section 4. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 5. Should any section, clause or phrase of this ordinance be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

PASSED AND APPROVED by the Governing Body on _____.

CITY OF TOPEKA, KANSAS

William W. Bunten, Mayor

ATTEST:

Brenda Younger, City Clerk



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www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 3, 2012

Back Print

DATE: October 16, 2012
CONTACT PERSON: Craig Spomer, Chief of Prosecution
DOCUMENT #:
SECOND PARTY/SUBJECT: 2012 UPOC PROJECT #:
CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 054 Criminal Code
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by City Manager Jim Colson amending City of Topeka Code Section 9.05.080 and specifically repealing said original section, repealing Chapter 8.20 and Section 9.45.120 in their entireties, as well as, creating Section 9.05.090 all concerning the adoption of the 2012 Uniform Public Offense Code and amendments thereto. First Reading.

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

(Approval would adopt the 2012 edition of the UPOC and amendments. The City is currently operating under the 2011 edition.)

POLICY ISSUE:

Whether or not the Governing Body wants to adopt the new edition

STAFF RECOMMENDATION:

Staff is requesting that the Governing Body move to adopt the ordinance.

BACKGROUND:

The City's standard practice is to adopt the most recent version of the Uniform Public Offense Code for Kansas Cities (UPOC) as compiled and published by the League of Kansas Municipalities (LKM). The City is currently operating under the 2011 version as provided in TMC 9.05.080. The LKM has now published the 2012 version. This ordinance adopts the 2012 UPOC except for Section 3.1.1 pertaining to domestic battery and Section 11.11 pertaining to cruelty to animals. Domestic battery is excepted because those offenses are prosecuted by the district attorney. Cruelty to animals is excepted because the provisions related to that offense are in TMC 6.05.040. In previous years, when adopting the latest version of the UPOC the City omitted the sections regarding smoking and prostitution. The smoking section was omitted because the City

adopted a smoking ordinance as provided in Chapter 8.20 TMC. K.S.A. 21-6114 provides that any city may regulate smoking within its boundaries so long as the city's regulation is at least as strict as that imposed by the Kansas Indoor Clean Air Act. The City's code section may not comply with that state requirement. This ordinance repeals the City's code sections pertaining to smoking and adopts the equivalent of the Kansas Indoor Clean Air Act as contained in Section 10.24. The prostitution section was omitted because the City adopted the prostitution offense and related offenses in TMC 9.45.120. Law enforcement and prosecutors agree the reason for adoption of the city code section no longer exists. Therefore, this ordinance repeals the city code section, and the UPOC's provisions regarding prostitution are adopted. Additionally, the LKM opted to divide Section 10.1, Criminal Use of Weapons, into two sections—one pertaining to criminal use of weapons and one for the criminal carrying of weapons. When this was done a provision regarding the transportation of a loaded firearm in an occupied vehicle was inadvertently left out. (The LKM advises this omission will be corrected in the next version of the UPOC.) In prior years, this provision was in Section 10.1 (a)(5). The omitted section is important for the protection of law enforcement officers. Thus, in Section 2 of this offense of transporting a loaded weapon in an occupied vehicle is adopted. This is the same offense as contained in previous adopted versions of the UPOC but is being adopted in a different manner this year for the reasons cited above.

BUDGETARY IMPACT:

None

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

[Ordinance](#)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Jim Colson, City Manager, amending City of Topeka Code § 9.05.080 and specifically repealing said original section, repealing Chapter 8.20 and §9.45.120 in their entireties, as well as creating § 9.05.090, all concerning the adoption of the 2012 Uniform Public Offense Code and amendments thereto.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS:

Section 1. That section 9.05.080, Uniform Public Offense Code, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Uniform Public Offense Code.

There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the city of Topeka, Kansas, that certain code known as the Uniform Public Offense Code, Edition of ~~2011~~2012, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except Sections 3.1.1 ("Domestic Battery"), ~~4.3 ("Prostitution"), 4.4 ("Promoting Prostitution"), 4.5 ("Patronizing a Prostitute"), 10.24 ("Smoking Prohibited"), 10.25 ("Smoking; Posting Premises"), 10.26 ("Smoking Prohibited; Penalties")~~ and 11.11 ("Cruelty to Animals"), which are specifically deleted and omitted. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as adopted by Ordinance No. ~~19703~~____," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of said ordinance and filed with the city clerk to be open to inspection and available to the public at all reasonable hours.

29 The Uniform Public Offense Code, Edition of ~~2011~~2012, is hereby further
30 amended by adding the following exception to Section 10.6:

31 Exception: Operation of a bow and arrow is permitted in accordance with
32 the provisions set forth in TMC 6.05.070.

33 The Uniform Public Offense Code, Edition of ~~2011~~2012, is hereby further
34 amended by adding the following exception to Section 10.5:

35 Exception: Discharge of a firearm is permitted in accordance with the
36 provisions set forth in TMC 6.05.070.

37 Section 2. That The Code of the City of Topeka, Kansas, is hereby amended
38 by adding a section, to be numbered 9.05.090, which said section reads as follows:

39 **Criminal carrying of a weapon; transporting firearms.**

40 (a) Article 10, OFFENSES AGAINST PUBLIC SAFETY, Section 10.1.1,
41 Criminal Carrying of a Weapon, of the 2012 UPOC is hereby amended with the
42 following additional language to subsection (a):

43 (5) Any firearm in an occupied motor vehicle, unless such firearm is
44 unloaded and encased in a container which completely encloses the firearm.

45 (b) This section, TMC 9.05.090(a)(5), may be referred to as UPOC
46 10.1.1(a)(5).

47 (c) This section is a class A violation.

48 (d) The exceptions set forth in UPOC 10.1.1 (d)(1 through 8) shall apply to
49 TMC 9.05.090(a)(5).

50 Section 3. That Chapter 8.20, SMOKING IN PUBLIC PLACES AND PLACES
51 OF EMPLOYMENT (TMC § 8.20.010 through § 8.20.160), of The Code of the City of
52 Topeka, Kansas, is hereby repealed in its entirety.

53 Section 4. That section 9.45.120, Prostitution, sodomy, soliciting acts of
54 prostitution or sodomy, and establishment of prostitution elimination zones, of The Code
55 of the City of Topeka, Kansas, is hereby repealed.

56 ~~**Prostitution, sodomy, soliciting acts of prostitution or sodomy, and**~~
57 ~~**establishment of prostitution elimination zones.**~~

58 ~~(a) Prohibited. It shall be unlawful within the corporate limits of the city for any person to~~
59 ~~perform prostitution or sodomy, or solicit or agree with any other person to participate in~~
60 ~~an act of prostitution or sodomy. A person is guilty of prostitution if the person:~~

61 ~~(1) Regularly conducts sexual activity for money or other things of value in a house of~~
62 ~~prostitution; or~~

63 ~~(2) Engages in sexual activity for money or other things of value or offers or agrees to~~
64 ~~engage in sexual activity for money or other things of value; or~~

65 ~~(3) Loiters in or within view of any public place for the purpose of being hired to engage~~
66 ~~in sexual activity; or~~

67 ~~(4) Loiters in a prostitution elimination zone after being banned from such zone pursuant~~
68 ~~to subsection (d) of this section, for the purpose of being hired to engage in sexual~~
69 ~~activity.~~

70 ~~(b) Definitions. For the purposes of this section, the following terms shall have the~~
71 ~~meanings respectively ascribed to them:~~

~~“Emergency circumstances” means the imminent death or serious bodily injury of a person living with the person charged with violating this section, or the imminent death or serious bodily injury of that person’s spouse, mother, father, siblings or children.~~

~~“Prostitution” means performing for hire, or offering or agreeing to perform for hire where there is an exchange of value, any of the following acts:~~

~~(1) Sexual intercourse;~~

~~(2) Sodomy; or~~

~~(3) Manual or other bodily contact stimulation of the genitals of any person with the intent to arouse or gratify the sexual desires of any person.~~

~~“Prostitution elimination zone” means the city block in which the person is arrested and four adjacent city blocks in each direction surrounding the city block of the current arrest for a violation of this section, which zone shall be specifically defined by the judge at the time of pronouncing sentence for a conviction of this section.~~

~~“Public place” means any place to which the general public has access and a right to resort for business, entertainment or other lawful purpose.~~

~~“Sodomy” means oral or anal copulation between persons who are not husband and wife or consenting adult members of the opposite sex, or between a person and an animal, or coitus with an animal.~~

~~“Solicit” means to approach another person with an offer of sexual services.~~

~~(c) On the issue of whether a place is a house of prostitution, the following shall be admissible in evidence:~~

~~(1) The place’s general repute;~~

~~(2) The repute of the persons who reside in or frequent the place;~~

~~(3) The frequency, timing and duration of visits by nonresidents of the place; and~~

~~(4) Prior convictions within one year of persons found in violation of this section while within such place.~~

~~(d) Prostitution and sodomy, and solicitation of prostitution or sodomy, are misdemeanors. Persons convicted of prostitution or sodomy, or solicitation of prostitution or sodomy, shall be sentenced as follows:~~

~~(1) Upon a first conviction, the court shall impose a mandatory minimum jail sentence of not less than 30 days, and order such person banned from the prostitution elimination zone defined above for a period of one year unless they live in such zone or emergency circumstances require their presence in such zone. The court shall also order a presentence evaluation to be performed by a community-based alcohol and drug safety action program certified in accordance with K.S.A. 8-1008, or another provider approved by the court. The presentence evaluation report shall be made available to the court, the defendant or defendant's attorney and the prosecuting attorney, and shall be considered by the court prior to sentencing. The presentence evaluation report shall contain a history of the defendant's prior criminal record, characteristics and alcohol or drug problems, and a recommendation concerning the amenability of the defendant to education, rehabilitation and mental health counseling. The cost of any education, rehabilitation and treatment programs for any defendant shall be paid by the defendant, and will be levied as costs in the action, but any assessment fee may be waived by the court if the court finds that the defendant is an indigent person. If financial obligations are not met or cannot be met, the sentencing court shall be notified for the purpose of collection or review and further action on the defendant's sentence. In lieu of a jail~~

~~sentence, the court may sentence the person to a 30-day mandatory treatment program deemed acceptable to the court.~~

~~(2) Upon a second conviction, the court shall impose a mandatory minimum jail sentence of not less than 90 days and a 30-day mandatory treatment program deemed acceptable to the court. The court shall also order such person banned from the prostitution elimination zone defined above for a period of two years unless they live in such zone or emergency circumstances require their presence in such zone.~~

~~(3) Upon a third or subsequent conviction, the court shall impose a mandatory minimum jail sentence of not less than 150 days and a 30-day mandatory treatment program deemed acceptable to the court. The court shall also order such person banned for a period of five years from the prostitution elimination zone unless they live in such zone or emergency circumstances require their presence in such zone. No person convicted of a second or subsequent offense shall be eligible for probation or parole from the mandatory minimum sentences established by this subsection.~~

Section 5. That original § 9.05.080 of The Code of the City of Topeka, Kansas, is hereby specifically repealed.

Section 6. This ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper.

Section 7. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 8. 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



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 3, 2012

Back Print

DATE: October 16, 2012
CONTACT PERSON: Mary Feighny, Deputy City Attorney DOCUMENT #:
SECOND PARTY/SUBJECT: Noise regulations PROJECT #:
CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 054 Criminal Code
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by City Manager Jim Colson amending City of Topeka Code Sections 9.45.160, 9.45.170, 9.45.190 and 9.45.290 and specifically repealing said original sections, as well as, repealing in their entireties Sections 9.45.210, 9.45.230, 9.45.240, 9.45.250, 9.45.270 and 9.45.320 all concerning regulation of noise. First Reading.

(Approval would amend the current regulations to be in compliance with recent court decisions and increase the enforceability of noise regulations.)

POLICY ISSUE:

Whether to adopt amendments to the noise ordinances

STAFF RECOMMENDATION:

Staff is recommending the Council move to adopt the ordinance.

BACKGROUND:

The Kansas Court of Appeals recently determined that a noise ordinance - similar to the Topeka ordinance - was unconstitutional on vagueness grounds because the standard set forth in the ordinance subjects a person to the particular sensibilities of the complainant. The purpose of the amendments is to comport with the standard set forth in the opinion and to repeal certain out-dated provisions (e.g. steam whistles, transporting metal rails, hawkers, peddlers).

BUDGETARY IMPACT:

None

Item #14

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

[Ordinance](#)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Jim Colson, City Manager, amending City of Topeka Code § 9.45.160, § 9.45.170, § 9.45.190 and § 9.45.290 and specifically repealing said original sections as well as repealing in their entirety § 9.45.210, § 9.45.230, § 9.45.240, § 9.45.250, § 9.45.270 and § 9.45.320 all concerning regulation of noise.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS:

Section 1. That section 9.45.160, Standards, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Standards.

The standards which shall be considered in determining whether a violation of this article exists shall include, but shall not be limited to, the following:

- (a) The volume of the noise;
- (b) The intensity of the noise;
- (c) Whether the nature of the noise is usual or unusual;
- (d) Whether the origin of the noise is natural or unnatural;
- (e) The volume and intensity of the background noise, if any;
- (f) The proximity of the noise to ~~residential sleeping facilities~~ residences;
- (g) The nature and zoning of the area within which the noise emanates;
- (h) The density of the inhabitation of the area within which the noise emanates;
- (i) The time of the day or night the noise occurs;
- (j) The duration of the noise;
- (k) Whether the noise is recurrent, intermittent or constant; and

(l) Whether the noise is produced by a commercial or noncommercial activity.

Section 2. That section 9.45.170, Prohibition generally, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Prohibition generally.

(a) It shall be unlawful for any person to make, continue or ~~cause~~allow to be made or continued, ~~any loud~~excessive, unnecessary, ~~or unusual~~ or loud noise ~~or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others within the limits of the city~~ of any person of reasonable sensibilities, or which interferes with the use or enjoyment of property of any person of reasonable sensibilities unless the making and continuing of such noise is necessary for the protection and preservation of property or the health and safety of an individual; provided, that the provisions of this article shall not apply to such occasional and infrequent uses as authorized by resolution approved by the city council, upon a showing by an applicant and determination by the council that the proposed use does not offend the spirit of the findings of TMC 9.45.150.

(b) The acts mentioned in the following sections of this article, among others, are declared to be loud, disturbing and unnecessary noises in violation of this article, but such enumeration shall not be deemed to be exclusive.

Section 3. That section 9.45.190, Radios, phonographs, etc., of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

~~Radios, phonographs, etc~~Sound-producing device.

(a) ~~The using, operating or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph or other machine or~~ use or

operation of any device ~~for the~~ capable of producing or ~~reproducing or~~ amplifying sound in such manner as to disturb the peace, quiet and comfort of ~~the neighboring inhabitants~~ or ~~at any time with louder volume than is necessary for convenient hearing for the persons who are in the room, vehicle or chamber in which the machine or device is operated and who are voluntary listeners thereto~~ any person of reasonable sensibilities is unlawful.

(b) The use or operation of any ~~radio receiving set, musical instrument, phonograph, machine or device~~ identified in subsection (a) between the hours of 11:00 p.m. and 7:00 a.m. ~~in such a manner as to be plainly~~ which is audible at a distance of 50 feet from the premises, building, structure or vehicle in which ~~it~~ the device is located shall be prima facie evidence of a violation of this section.

Section 4. That section 9.45.290, Construction or repairing of buildings, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Construction or repairing of buildings and exterior construction projects.

The erection (including excavating), demolition, exterior alteration or exterior repair of any building or exterior construction project is ~~permitted~~ prohibited between the hours of 7:00 ~~a.m.~~ p.m. and 7:00 ~~p.m.~~ a.m. ~~Monday through Saturday.~~ Exceptions may be granted in the interest of public health and safety with authorization from the ~~code enforcement director~~ city manager or designee. ~~Written permission for such work may be granted by the code enforcement officer after receipt of written justification.~~

Section 5. That section 9.45.210, Steam whistles, of The Code of the City of Topeka, Kansas, is hereby repealed.

Steam whistles.

~~The blowing of any locomotive steam whistle or steam whistle attached to any stationary boiler or other signal device except to give notice of the time to begin or stop work or as a warning of fire, danger or upon request or authorization of proper city authorities is unlawful.~~

Section 6. That section 9.45.230, Defect in vehicle or load, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~Defect in vehicle or load.~~

~~The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such manner as to create loud and unnecessary grating, grinding, rattling or other noises is unlawful.~~

Section 7. That section 9.45.240, Metal rails, pillars and columns – Transportation thereof, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~Metal rails, pillars and columns – Transportation thereof.~~

~~The transportation of rails, pillars or columns of iron, steel or other material over and along streets and other public places upon carts, drays, cars, trucks or in any other manner when so loaded as to cause loud noises or as to disturb the peace and quiet of such streets or other public places is unlawful.~~

Section 8. That section 9.45.250, Loading or unloading vehicle – Opening or destruction of boxes, of The Code of the City of Topeka, Kansas, is hereby repealed.

~~Loading or unloading vehicle – Opening or destruction of boxes.~~

~~The creation of loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers is unlawful.~~

99 Section 9. That section 9.45.270, Hawkers, peddlers, of The Code of the City
100 of Topeka, Kansas, is hereby repealed.

101 **~~Hawkers, peddlers.~~**

102 ~~The shouting and crying of peddlers, hawkers and vendors which disturbs the~~
103 ~~peace and quiet of the neighborhood is unlawful.~~

104 Section 10. That section 9.45.320, In proximity to schools, courts, churches,
105 hospitals, of The Code of the City of Topeka, Kansas, is hereby repealed.

106 **~~In proximity to schools, courts, churches, hospitals.~~**

107 ~~The creation of any excessive noise on any street adjacent to any school,~~
108 ~~institution of learning, church or court while the same is in use, or which disturbs the~~
109 ~~workings of such institution, or which disturbs or unduly annoys patients in a hospital,~~
110 ~~provided conspicuous signs are displayed in such streets indicating that the street is a~~
111 ~~school, hospital or court street, is unlawful.~~

112 Section 11. That original § 9.45.160, § 9.45.170, § 9.45.190 and § 9.45.290 of
113 The Code of the City of Topeka, Kansas, are hereby specifically repealed.

114 Section 12. This ordinance shall take effect and be in force from and after its
115 passage, approval and publication in the official City newspaper.

116 Section 13. This ordinance shall supersede all ordinances, resolutions or rules,
117 or portions thereof, which are in conflict with the provisions of this ordinance.

118 Section 14. Should any section, clause or phrase of this ordinance be declared
119 invalid by a court of competent jurisdiction, the same shall not affect the validity of this
120 ordinance as a whole, or any part thereof, other than the part so declared to be invalid.
121

PASSED AND APPROVED by the City Council on _____.

CITY OF TOPEKA, KANSAS

William W. Bunten, Mayor

ATTEST:

Brenda Younger, City Clerk



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 3, 2012

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DATE: October 16, 2012
CONTACT PERSON: Craig Spomer, Chief of Prosecution
SECOND PARTY/SUBJECT: Criminal Code-Intimidation
CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 054 Criminal Code
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by City Manager Jim Colson creating City of Topeka Code Section 9.45.020 concerning intimidation of a witness or victim. First Reading.

(Approval would adopt provisions that would allow the City to prosecute defendants who intimidate witnesses or victims of the alleged crime in municipal court.)

POLICY ISSUE:

Whether or not the Council wants to adopt this provision

STAFF RECOMMENDATION:

Staff is recommending the Council move to adopt the ordinance.

BACKGROUND:

Often, victims and witnesses are coerced into not cooperating or proceeding with the prosecution of city code violations in municipal court, especially in family violence situations. This ordinance, modeled after state law, will provide a tool for law enforcement and prosecutors to thwart such attempts.

BUDGETARY IMPACT:

No impact on the City's budget.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

[Ordinance](#)

Item #15

1 (Published in the Topeka Metro News _____)

2
3 ORDINANCE NO. _____

4
5 AN ORDINANCE introduced by Jim Colson, City Manager, creating City of Topeka
6 Code § 9.45.020 concerning intimidation of a witness or victim.

7
8 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS:

9
10 Section 1. That The Code of the City of Topeka, Kansas, is hereby amended
11 by adding a section, to be numbered 9.45.020, which said section reads as follows:

12 **Intimidation of a witness or victim.**

13 (a) Definitions. In this section, the following definitions shall apply:

14 "Civil injury or loss" means any injury or loss for which a civil remedy is
15 provided under the laws of this state, any other state or the United States;

16 "Victim" means any individual (1) against whom any crime under the laws
17 of this state or a misdemeanor ordinance violation, has been or is attempted to
18 be committed; or (2) who suffers a civil injury or loss.

19 "Witness" means any individual (1) who has knowledge of the existence or
20 nonexistence of facts relating to any misdemeanor ordinance violation, civil or
21 criminal trial, proceeding or inquiry authorized by law; (2) whose declaration
22 under oath is received or has been received as evidence for any purpose; (3)
23 who has reported any misdemeanor ordinance violation, crime or any civil injury
24 or loss to any law enforcement officer, prosecutor, probation officer, parole
25 officer, correctional officer, community correctional services officer or judicial
26 officer; (4) who has been served with a subpoena issued under the authority of
27 the municipal court or any court or agency of this state, any other state or the

28 United States; or (5) who is believed by the offender to be an individual described
 29 in this subsection.

30 (b) Intimidation of a witness or victim is preventing or dissuading, or
 31 attempting to prevent or dissuade, with an intent to vex, annoy, harm or injure in any
 32 way another person or an intent to thwart or interfere in any manner with the orderly
 33 administration of justice:

34 (1) Any witness or victim from attending or giving testimony in
 35 municipal court or at any civil or criminal trial, proceeding or inquiry
 36 authorized by law; or

37 (2) Any witness, victim or person acting on behalf of a victim from:

38 (A) Making any report of the victimization of a victim to any law
 39 enforcement officer, prosecutor, probation officer, parole officer,
 40 correctional officer or judicial officer;

41 (B) Causing a complaint, indictment or information to be sought
 42 and prosecuted, or causing a violation of probation or parole to be
 43 reported and prosecuted, and assisting in its prosecution;

44 (C) Causing a civil action to be filed and prosecuted and
 45 assisting in its prosecution; or

46 (D) Arresting or causing or seeking the arrest of any person in
 47 connection with the victimization of a victim.

48 (c) Intimidation of a witness or victim is a class B person misdemeanor.

49 Section 2. This ordinance shall take effect and be in force from and after its
 50 passage, approval and publication in the official City newspaper.

53 Section 4. Should any section, clause or phrase of this ordinance be declared
54 invalid by a court of competent jurisdiction, the same shall not affect the validity of this
55 ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

56 PASSED AND APPROVED by the City Council on _____.

57
58 CITY OF TOPEKA, KANSAS

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William W. Bunten, Mayor

64 ATTEST:

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69 Brenda Younger, City Clerk



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 11, 2012

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DATE:	October 16, 2012	
CONTACT PERSON:	Bill Fiander	DOCUMENT #:
SECOND PARTY/SUBJECT:	Neighborhood Revitalization Plan	PROJECT #:
CATEGORY/SUBCATEGORY	013 Ordinances - Codified / 042 Community Development	
CIP PROJECT:	No	
ACTION OF COUNCIL:	JOURNAL #:	PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by City Manager Jim Colson adopting a Neighborhood Revitalization Plan and designating a revitalization area all as provided for in K.S.A. 12-17, 114 et. seq., Neighborhood Revitalization Act. First Reading.

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

(Approval would renew the City's Neighborhood Revitalization Plan through 2017 allowing tax rebates for property improvements in the "at risk" or "intensive care" neighborhoods and in the Downtown area.)

POLICY ISSUE:

The proposed plan would:

- Revise the eligible area to reflect neighborhoods that are primarily "at risk" and "intensive care" based upon the adopted 2011 Neighborhood Element of the Comprehensive Plan.
- Reduce the percentage of rebates consistent with most other cities.
- Allow use of the special fund in conjunction with the City's in-fill housing projects to comply with adopted neighborhood design guidelines.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

- The Neighborhood Revitalization Plan was most recently renewed by all taxing entities through inter-local agreements starting in 2010. The program has been administered through the City ~~item #06~~.
- Adopting the plan enables local taxing entities to offer a tax rebate to property owners who improve

- their property within designated areas of the city under certain conditions.
- Planning staff met with USD 501 and Shawnee County Commissioners to brief them on the proposed updates to the plan.
- A summary and history of the plan are included in the Council Packet for review.

BUDGETARY IMPACT:

The City would not lose existing property tax revenue as a result of the program; however, the City would be deferring new property taxes created by eligible improvements for the next 10 years.

SOURCE OF FUNDING:

Tax rebates are issued by the Shawnee County Clerk's Office and derived from the increased property tax revenue of all participating taxing entities within the eligible area including the City of Topeka, Shawnee County, United School District No. 501, United School District No. 345, Washburn University, Topeka Shawnee County Public Library, Metropolitan Topeka Airport Authority, and Topeka Metropolitan Transit Authority.

ATTACHMENTS:

[Ordinance](#)

[Summary Report](#)

[Map](#)

[Survey](#)

[Presentation](#)

[Health Map](#)

[Plan draft](#)

[Comprehensive Table](#)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Jim Colson adopting a neighborhood revitalization plan and designating a revitalization area, all as provided for in K.S.A. 12-17, 114 *et seq.*, Neighborhood Revitalization Act.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS:

Section 1. Hearing.

The Council of the City of Topeka pursuant to Notice of Public Hearing as set forth in City of Topeka Resolution No. _____ did hold a public hearing on October 23, 2012 to hear and consider public comment on the neighborhood revitalization plan as required by K.S.A. 12-17, 114 *et seq.*

Section 2. Neighborhood Revitalization Plan.

The Council of the City of Topeka does hereby adopt the neighborhood revitalization plan, attached hereto, labeled Exhibit A and incorporated by reference as if fully set forth herein as provided for by K.S.A. 12-17, 114 *et seq.*

Section 3. Designation of Neighborhood Revitalization Area.

Pursuant to K.S.A. 12-17, 114 *et seq.*, the Council of the City of Topeka hereby designates the following described property as the neighborhood revitalization area and finds that said area is:

1. An area in which there is a predominance of buildings or improvements which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and

other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime and which is detrimental to the public health, safety or welfare;

2. An area which by reason of the presence of a substantial number of deteriorated or deteriorating structures, defective or inadequate streets, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is detrimental to the public health, safety or welfare in its present condition and use; or

3. An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture or significance should be preserved or restored to productive use.

The neighborhood revitalization area is described as follows:

PRIMARY AREA

Beginning at the intersection of the Centerline of US Highway 24 with the Centerline of NW Clay Street; thence easterly, on the Centerline of US Highway 24, to an intersection with the Centerline of NW Topeka Boulevard; thence southerly, on the Centerline of NW Topeka Boulevard, to an intersection with the Centerline of Old Soldier Creek; thence easterly and southerly, down the Centerline of Old Soldier Creek, to an intersection with the Centerline of the Mainline Track of the Union Pacific Railroad; thence southerly, on the centerline of said mainline track, to an intersection with the Centerline of the West Approach to the Sardou Bridge over the Kansas River; thence east-southeasterly, on the centerline of said approach and the Centerline of the Sardou Bridge, to an

57 intersection with the Centerline of the Kansas River; thence southwesterly, up the
 58 Centerline of the Kansas River, to an intersection with an extension of the Centerline of
 59 NE Chandler Street; thence southerly, on the Centerline of NE Chandler Street, to an
 60 intersection with the Centerline of NE Seward Avenue; thence westerly, on the
 61 Centerline of NE Seward Avenue, to an intersection with the Centerline of NE Branner
 62 Street; thence south-southwesterly, on the Centerline of Branner Street, to an
 63 intersection with the Centerline of the Mainline Track of the Burlington Northern – Santa
 64 Fe Railway; thence easterly, on the centerline of said mainline track, to an intersection
 65 with the East line of the Northeast Quarter of Section 33, Township 11 South, Range 16
 66 east of the 6th P.M.; thence southerly, on said East line, to the Southeast corner of said
 67 Northeast Quarter; thence easterly, on the North line of the Southwest Quarter of
 68 Section 34, Township 11 South, Range 16 east of the 6th P.M., to an intersection with
 69 the Centerline of Deer Creek; thence southwesterly and southerly, up the Centerline of
 70 Deer Creek, to an intersection with the Centerline of SE 6th Avenue; thence westerly, on
 71 the Centerline of SE 6th Avenue, to an intersection with the Centerline of SE Deer Creek
 72 Parkway; thence southerly, on the Centerline of SE Deer Creek Parkway, to an
 73 intersection with the Centerline of Interstate Highway 70; thence easterly, on the
 74 Centerline of Interstate Highway 70, to an intersection with the East line of the
 75 Southwest Quarter of Section 3, Township 12 South, Range 16 east of the 6th P.M.;
 76 thence southerly, on said East line, to the Southeast corner of said Southwest Quarter;
 77 thence easterly, on the North line of the Northeast Quarter of Section 10, Township 12
 78 South, Range 16 east of the 6th P.M., to the Northeast corner of the West Half of said
 79 Northeast Quarter; thence on an assumed bearing of South 00°48'00" West, on the
 80 East line of the West Half of said Northeast Quarter, 158.83 feet, to the North line of the
 81 Kansas Turnpike Right of Way, thence South 63°15'40" West, on said right of way line,
 82 790.86 feet; thence South 69°36'00" West, continuing on said right of way line, 452.77
 83 feet; thence North 70°46'40" West, continuing on said right of way line , 337.69 feet, to
 84 the Easterly Right of Way line of Service Road "L" of the Kansas Turnpike Authority;
 85 thence southwesterly, to the intersection of the Westerly Right of Way line of said
 86 Service Road "L" with the Northerly Right of Way line of the Kansas Turnpike; thence
 87 southwesterly, on the Northerly Right of Way line of the Kansas Turnpike, to an
 88 intersection with the Centerline of SE 37th Street; thence westerly, on the Centerline of
 89 37th Street, to an intersection with the Centerline of SW Topeka Boulevard; thence
 90 northerly, on the Centerline of SW Topeka Boulevard, to an intersection with the
 91 Centerline of SW 29th Street; thence easterly, on the Centerline of 29th Street, to an
 92 intersection with the Centerline of SE Adams Street; thence northerly, on the Centerline
 93 of SE Adams Street, to an intersection with the Centerline of SE 21st Street; thence
 94 westerly, on the Centerline of 21st Street, to an intersection with the Centerline of
 95 Washburn Avenue; thence northerly, and north-northeasterly, on the Centerline of
 96 Washburn Avenue, to an intersection with the Centerline of SW Willow Avenue; thence
 97 easterly, on the Centerline of SW Willow Avenue, to an intersection with the Centerline
 98 of Quinton Avenue; thence northerly, on the Centerline of Quinton Avenue, and its
 99 extension, to an intersection with the Centerline of Interstate Highway 70; thence
 100 southeasterly, on the Centerline of Interstate Highway 70, to an intersection with the
 101 Centerline of SW Topeka Boulevard; thence north-northeasterly, on the Centerline of

Topeka Boulevard, to an intersection with the Centerline of NW Laurent Street; thence west-northwesterly, on the Centerline of NW Laurent Street, to an intersection with the Centerline of NW Norris Street; thence west-northwesterly, on the Centerline of NW Norris Street, to an intersection with the Centerline of NW Lane Street; thence north-northeasterly, on the Centerline of NW Lane Street, to an intersection with the Centerline of NW Gordon Street; thence east-southeasterly, on the Centerline of NW Gordon Street, to an intersection with the Centerline of NW Buchanan Street; thence northerly, on the Centerline of NW Buchanan Street, to an intersection with the Centerline of NW Grant Street; thence easterly, on the Centerline of NW Grant Street, to an intersection with the Centerline of NW Western Avenue; thence northerly, on the Centerline of NW Western Avenue, to an intersection with the Centerline of NW St. John Street; thence easterly, on the Centerline of NW St. John Street, to an intersection with the Centerline of NW Taylor Street; thence northerly, on the Centerline of NW Taylor Street, to an intersection with the Centerline of NW Lyman Road; thence westerly, on the Centerline of NW Lyman Road, to an intersection with the Centerline of NW Clay Street; thence northerly, on the Centerline of NW Clay Street, to the point of beginning. Contains 12.77 square miles.

(AND IN ADDITION)

DRAKES FARM SUBDIVISION AREA

Drakes Farm Subdivision. Contains approximately 21.01 acres.

KANZA BUSINESS AND TECHNOLOGY PARK (OVERALL PUD BOUNDARY)

A TRACT OF LAND IN THE SOUTHEAST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER, LOT 3 OF THE NORTHWEST QUARTER, AND THE NORTHEAST QUARTER, ALL IN SECTION 26, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SHAWNEE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 00°00'22" EAST, 30.00 FEET, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89°36'04" WEST, 23.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°36'04" WEST, 2611.74 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER, 30.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°06'23" WEST, 1118.90 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 86°16'38" EAST, 130.48 FEET; THENCE NORTH 42°55'39" EAST, 233.28 FEET; THENCE NORTH 01°25'17" WEST, 497.95 FEET; THENCE SOUTH 88°46'41" WEST, 278.01 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00°06'23" EAST, 120.24 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER TO THE NORTH LINE OF ARLINGTON HEIGHTS SUBDIVISION; THENCE SOUTH 89°54'32" WEST, 1309.28 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE WEST

LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH
 00°11'27" EAST, 953.94 FEET ALONG THE WEST LINE OF THE EAST HALF OF
 SAID SOUTHWEST QUARTER; THENCE NORTH 00°18'11" EAST, 663.92 FEET
 ALONG THE WEST LINE OF SAID LOT 3 TO THE SOUTHERLY RIGHT-OF-WAY
 LINE OF INTERSTATE HIGHWAY NO. 70; THENCE NORTH 88°53'30" EAST, 883.63
 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE ON A CURVE TO THE LEFT,
 ALONG SAID RIGHT-OF-WAY LINE, A RADIUS OF 1579.22 FEET, AN ARC
 DISTANCE OF 683.95 FEET, WITH A CHORD WHICH BEARS NORTH 76°29'04"
 EAST, 678.62 FEET; THENCE NORTH 64°04'38" EAST, 1046.28 FEET, ALONG SAID
 RIGHT-OF-WAY LINE; THENCE SOUTH 00°08'08" WEST, 213.32 FEET; THENCE
 SOUTH 78°48'28" EAST, 1483.53 FEET TO THE EAST LINE OF THE NORTHEAST
 QUARTER OF SAID SECTION; THENCE SOUTH 00°08'53" EAST, 87.25 FEET
 ALONG THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH
 16°33'51" WEST, 156.49 FEET; THENCE SOUTH 00°08'53" EAST, 539.57 FEET TO
 A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, 45.00 FEET
 WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE
 SOUTH 00°00'22" WEST, 35.43 FEET; THENCE SOUTH 89°59'38" EAST, 21.50
 FEET; THENCE SOUTH 00°00'22" WEST, 2570.01 FEET TO THE POINT OF
 BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 258.943 ACRES, MORE
 OR LESS.

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 26,
 TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE SIXTH PRINCIPAL MERIDIAN,
 SHAWNEE COUNTY KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER
 OF SECTION 26; THENCE ALONG THE SOUTH LINE OF SAID QUARTER ON AN
 ASSUMED BEARING OF SOUTH 89°35'38" WEST, A DISTANCE OF 825.36 FEET;
 THENCE ON A BEARING OF NORTH 00°24'22" WEST, A DISTANCE OF 40.00 FEET
 TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE SOUTH LINE OF
 SAID QUARTER ON A BEARING OF SOUTH 89°35'38" WEST, A DISTANCE OF
 515.96 FEET; THENCE ON A BEARING NORTH 00°25'19" WEST, A DISTANCE OF
 2033.61 FEET; THENCE ON A BEARING OF NORTH 44°27'37" EAST, A DISTANCE
 OF 68.73 FEET; THENCE ON A BEARING OF SOUTH 63°56'06" EAST, A DISTANCE
 OF 18.56 FEET; THENCE ON A BEARING OF NORTH 19°56'13" EAST, A DISTANCE
 OF 44.30 FEET; THENCE ON A BEARING OF NORTH 34°34'08" EAST, A
 DISTANCE OF 25.22 FEET; THENCE ON A BEARING OF NORTH 72°13'53" EAST, A
 DISTANCE OF 27.65 FEET; THENCE ON A BEARING OF SOUTH 37°05'32" EAST, A
 DISTANCE OF 14.75 FEET; THENCE ON A BEARING OF SOUTH 54°25'19" EAST, A
 DISTANCE OF 16.30 FEET; THENCE ON A BEARING OF SOUTH 80°46'21" EAST, A
 DISTANCE OF 23.15 FEET; THENCE ON A BEARING OF SOUTH 87°13'11" EAST, A
 DISTANCE OF 11.70 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE
 ALONG SAID CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 75.00
 FEET, A CHORD BEARING OF SOUTH 74°03'00" EAST, AND A CHORD DISTANCE
 OF 34.18 FEET) A DISTANCE OF 34.48 FEET; THENCE ON A BEARING OF SOUTH
 60°52'49" EAST, A DISTANCE OF 42.96 FEET; THENCE ON A BEARING OF SOUTH

53°28'55" EAST, A DISTANCE OF 108.90 FEET; THENCE ON A BEARING OF
 SOUTH 31°54'18" EAST, A DISTANCE OF 87.45 FEET; THENCE ON A BEARING OF
 SOUTH 26°44'08" EAST, A DISTANCE OF 158.72 FEET; THENCE ON A BEARING
 OF SOUTH 28°30'48" EAST, A DISTANCE OF 137.12 FEET; THENCE ON A
 BEARING OF SOUTH 35°51'47" EAST, A DISTANCE OF 63.86 FEET; THENCE ON A
 BEARING OF SOUTH 44°53'50" EAST, A DISTANCE OF 71.01 FEET; THENCE ON A
 BEARING OF SOUTH 00°10'26" EAST, A DISTANCE OF 305.26 FEET; THENCE ON
 A BEARING OF SOUTH 41°48'53" WEST, A DISTANCE OF 216.94 FEET TO A
 POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT
 (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH
 19°54'50" EAST, AND A CHORD DISTANCE OF 97.23 FEET) A DISTANCE OF
 105.78 FEET; THENCE ON A BEARING OF SOUTH 00°01'58" EAST, A DISTANCE
 OF 78.63 FEET; THENCE ON A BEARING OF SOUTH 34°02'36" EAST, A DISTANCE
 OF 118.96 FEET; THENCE ON A BEARING OF SOUTH 00°17'22" WEST, A
 DISTANCE OF 227.41 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE
 ALONG SAID CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 60.00
 FEET, A CHORD BEARING OF SOUTH 45°46'21" WEST, AND A CHORD DISTANCE
 OF 77.15 FEET) A DISTANCE OF 83.79 FEET; THENCE ON A BEARING OF SOUTH
 00°06'58" EAST, A DISTANCE OF 142.97 FEET; THENCE ON A BEARING OF
 SOUTH 86°22'32" WEST, A DISTANCE OF 30.69 FEET; THENCE ON A BEARING
 OF SOUTH 01°46'13" EAST, A DISTANCE OF 80.18 FEET; THENCE ON A BEARING
 OF SOUTH 89°57'22" WEST, A DISTANCE OF 20.82 FEET; THENCE ON A
 BEARING OF SOUTH 00°15'55" WEST, A DISTANCE OF 130.86 FEET; THENCE ON
 A BEARING OF SOUTH 89°40'17" EAST, A DISTANCE OF 21.15 FEET; THENCE ON
 A BEARING OF SOUTH 00°20'17" WEST, A DISTANCE OF 28.30 FEET TO A POINT
 ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT (SAID
 CURVE HAVING A RADIUS OF 118.49 FEET, A CHORD BEARING OF SOUTH
 21°22'45" EAST, A CHORD DISTANCE OF 60.15 FEET) A DISTANCE OF 60.82
 FEET; THENCE ON A BEARING OF SOUTH 32°29'33" EAST, A DISTANCE OF 24.43
 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE
 TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 194.67 FEET, A CHORD
 BEARING OF SOUTH 12°51'45" EAST, AND A CHORD DISTANCE OF 80.56 FEET)
 A DISTANCE OF 81.15 FEET; THENCE ON A BEARING OF SOUTH 01°52'31" EAST,
 A DISTANCE OF 26.20 FEET TO THE POINT OF BEGINNING. THE ABOVE
 DESCRIBED TRACT OF LAND CONTAINS 24.081 ACRES, MORE OR LESS, AND IS
 SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS, AND
 COVENANTS OF RECORD, IF ANY.

(AND IN ADDITION)

KANZA BUSINESS AND TECHNOLOGY PARK SUBDIVISION. CONTAINS
 APPROXIMATELY 10.39-ACRES, MORE OR LESS.

EXCEPT

The property commonly known as the 501 Sports Complex and legally described as
 follows: A tract of land in the Southeast Quarter of Section 26, Township 11 South,

Range 15 East of the Sixth Principal Meridian, described as follows: Beginning at a point on the West line, 30.00-feet North of the Southwest Corner of said Quarter Section (said point being on the North right-of-way line of West Sixth Street); thence North 00 degrees, 06 minutes, 40 seconds West, along said West Line, 1,118.79-feet; thence South 86 degrees, 14 minutes, 23 seconds East, 130.46-feet; thence North 42 degrees, 56 minutes, 08 seconds East, 233.28-feet; thence North 01 degrees, 24 minutes, 28 seconds West, 497.95-feet; thence North 88 degrees, 48 minutes, 04 seconds East, 120.98-feet; thence on a 302.50-foot radius curve to the left, with a 170.62-foot chord bearing North 72 degrees, 25 minutes, 13 seconds East, an arc distance of 172.97-feet; thence North 56 degrees, 02 minutes, 21 seconds East, 399.91-feet; thence South 20 degrees, 26 minutes, 15 seconds East 750.52-feet; thence South 00 degrees, 24 minutes, 53 seconds East, 1, 344.97-feet to the North right-of-way line of West Sixth Street; thence South 89 degrees, 36 minutes, 04 seconds West, along said North right-of-way line, 1,162.82-feet to the Point of Beginning. The above contains 44.001-acres, more or less, all in the City of Topeka, Shawnee County, Kansas.

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 Council of the City of Topeka_____.

CITY OF TOPEKA, KANSAS

William W. Bunten, Mayor

ATTEST:

Brenda Younger, City Clerk

CITY OF TOPEKA PLANNING DEPARTMENT

SUMMARY REPORT

RE: NEIGHBORHOOD REVITALIZATION PLAN

The Neighborhood Revitalization Plan (NRP) is set to expire at the end of 2012 and is being proposed for renewal through 2017. The NRP was originally adopted in 1995 by the City of Topeka to establish a program that offered tax rebates to owners who make improvements to their properties within certain areas of the city.

The purpose of the program has been to encourage re-investment in the city's older and more distressed neighborhoods which also includes the Downtown. The basic concept is that 95% of any additional property taxes created by new improvements would be rebated back to the owner over a 10-15 year period.

While the plan and program have had variations throughout the years (see "Comparison Chart"), it has been continuously administered by the City since 1995 resulting in almost \$280 million of new investment. With participating taxing entities rebating \$31 million over that time, the program has leveraged \$9 of private investment for every \$1 of public dollars rebated.

Since 2003, the eligible area for rebates was reduced to better mirror the "at risk" and "intensive care" neighborhoods of the city as determined by the health map of the Comprehensive Plan's Neighborhood Element. These areas constitute the highest priorities for re-investment.

The highlights of the proposed plan for 2013-2017 are:

- 1) revise the eligible area to reflect "at risk" and "intensive care" areas in the newly adopted 2011 Neighborhood Element;
- 2) decrease the rebate percentage to 50% in years 6-10 of the rebate period consistent with most other cities,
- 3) maintain a full 95% rebate over 10 years for historic properties and "intensive care" neighborhoods;
- 4) allow use of the special fund created in 2006-2008 with the City's in-fill housing projects and help comply with adopted neighborhood design guidelines.

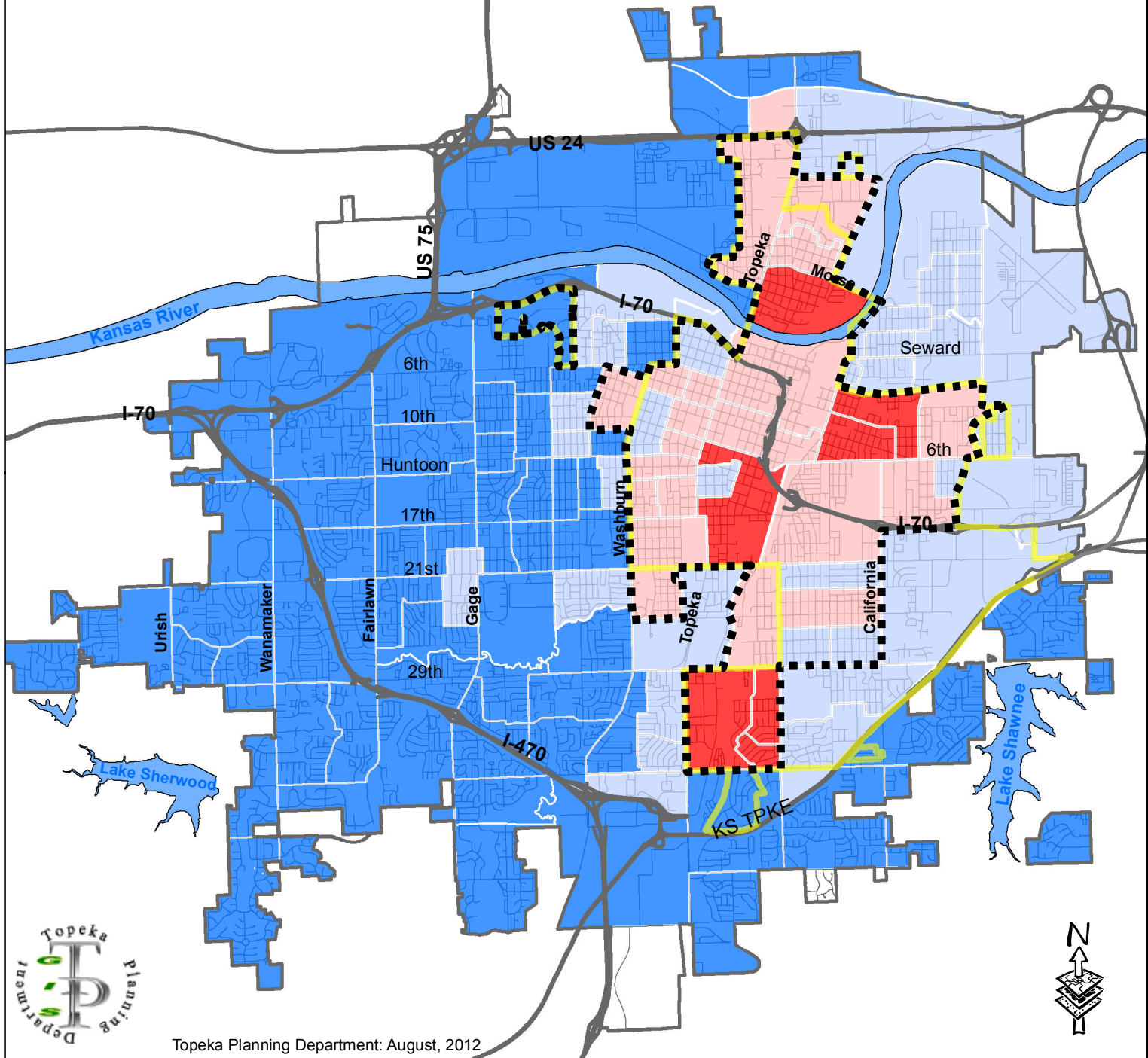
Planning staff has met with USD 501 and Shawnee County Commissioners to brief them on the proposed updates to the plan.

The Planning Department is recommending a motion to APPROVE the ordinance and plan in order to proceed with gaining approval from all other taxing entities.

DRAFT

City of Topeka
Neighborhood
Health 2011

Neighborhood Revitalization Area - 2013



Topeka Planning Department: August, 2012

Legend

- Healthy
- Out Patient
- At Risk
- Intensive Care
- City Limits



Existing NRA Boundary

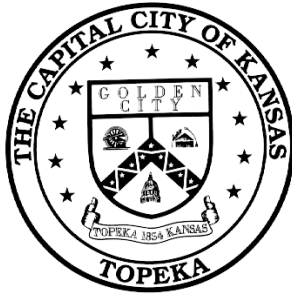
13.6



Proposed NRA Boundary

11.7

Square Miles



CITY OF TOPEKA

PLANNING DEPARTMENT
620 SE Madison Street, Unit 11
Topeka, Kansas 66607-1118
Tel.: (785) 368-3728
Fax: (785) 368-2535

MEMORANDUM

To: Bill Fiander, Deputy Planning Director
From: Annie Driver, Planner II
Date: September 2012
RE: **Neighborhood Revitalization Program Survey**

Survey:

Planning staff surveyed 100 applicants from the Neighborhood Revitalization Program whose applications were approved in the years 2006 to 2012. This was done to gain input from their experiences with the program and assist in its renewal. 58% of the surveys were returned with responses.

The survey asked 5 questions. The first 2 questions determined the types of projects (commercial vs. residential) and the amount of investment involved in their particular project. The next 3 questions determined the effect the program has had on influencing current or future projects:

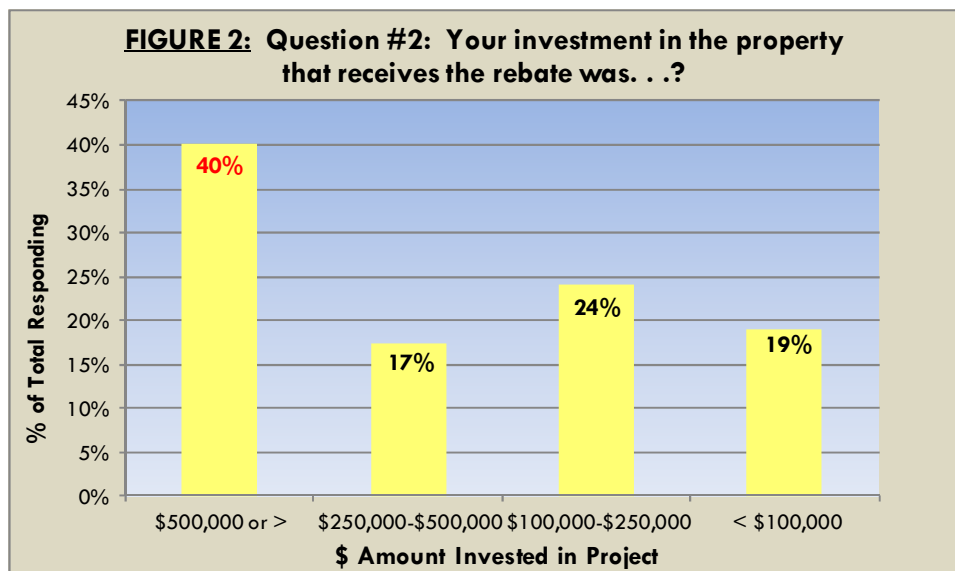
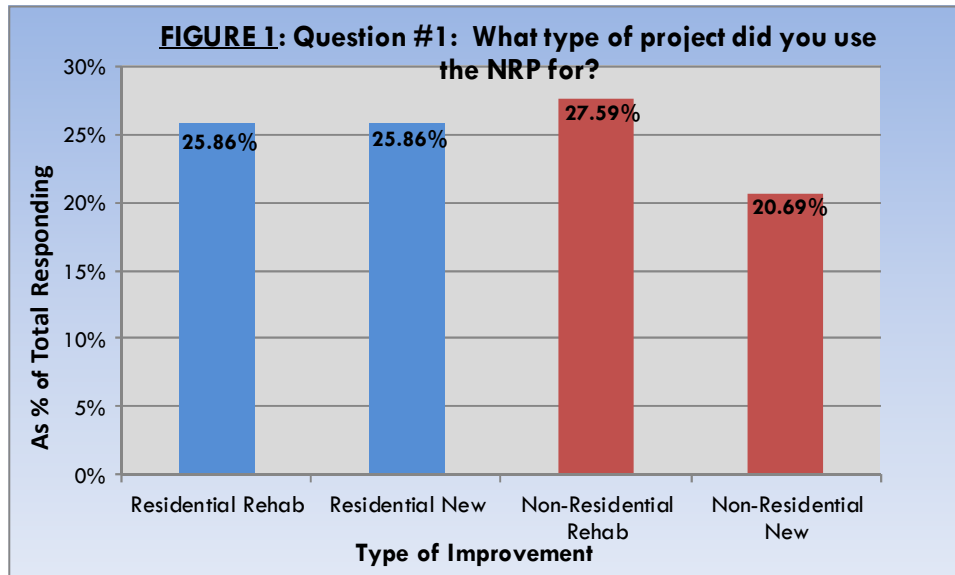
Question #3: How important was the tax rebate in your decision to make improvements in your property?

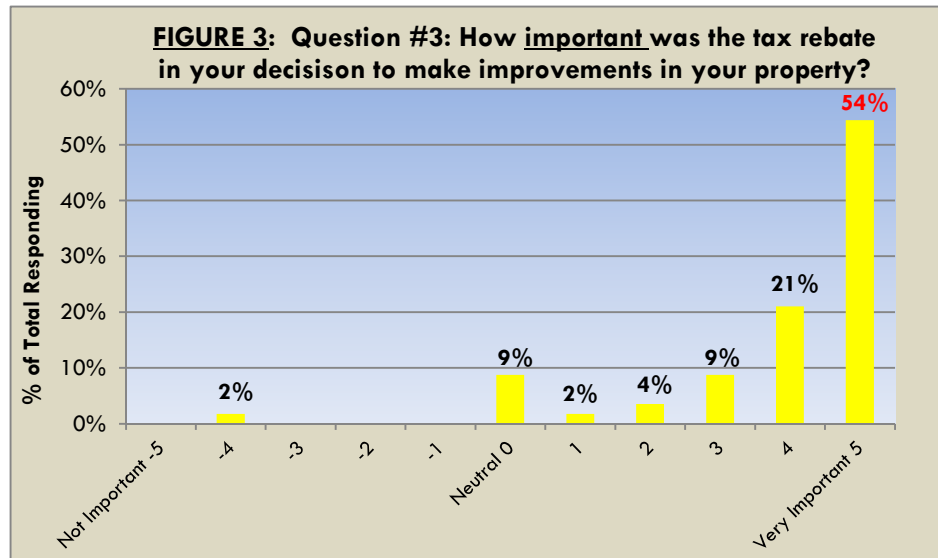
Question #4: If the NRP was not available for your property, how would this have affected your investment?

Question #5: If the NRP is renewed, how likely would you use it in the next five years?

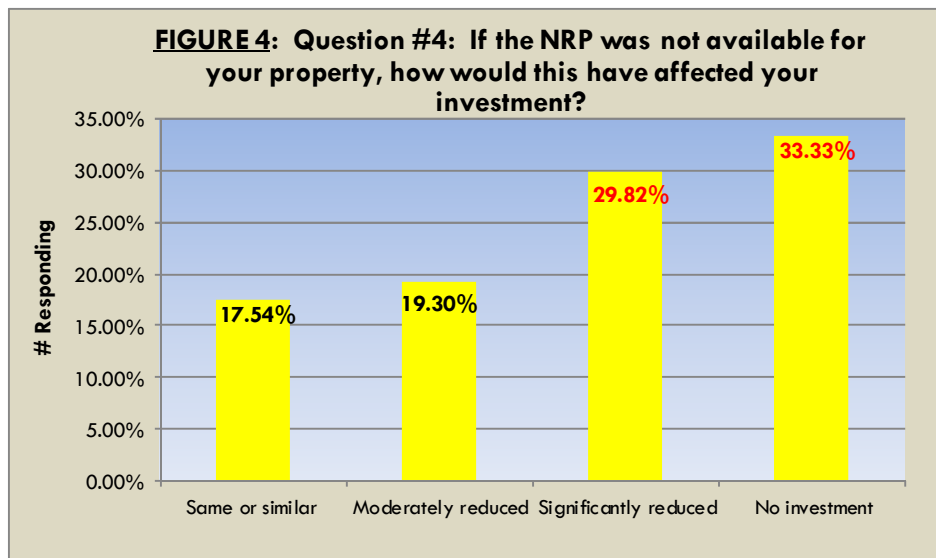
Based on those responses, some of the more prominent findings include:

- All types of projects were closely represented in the survey – New residential, Rehabilitation residential, New commercial, and Rehabilitation commercial.
- 75 % indicated the NRP was “very important” to their decision.
- 62 % indicated without the availability of the NRP for their property they would have made “no investment” or “significantly reduced” their investment.
- 17.5% indicated they would have made the same investment in their project even if the NRP was not available.
- 75% of the respondents indicated they would be “Likely” or “Very Likely” to use the program in the next five years.
- 70% of those investing greater than \$500,000 indicated they would have either made “no investment” or “significantly reduced” their investment if the NRP was (not?) available

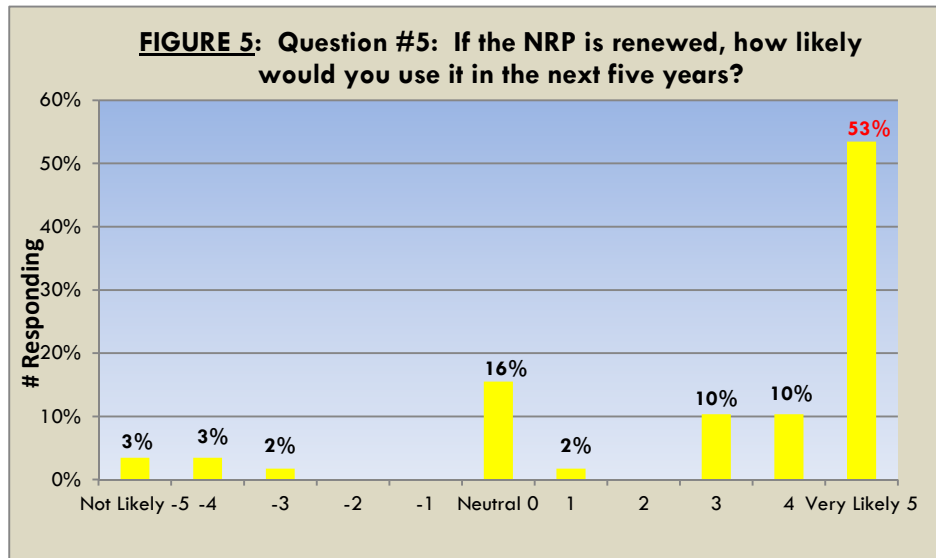




- 75 percent indicated “#4” or higher – meaning the NRP was “Very Important” or of strong importance to them in their decision.
- 11 percent (6 respondents) said the program either played no factor or was a neutral to their decision.



- 62 % indicated that without having the NRP they would have made “no investment” or “significantly reduced” their investment.
- 33 % said they would have made no investment at all without the availability of the NRP.
- Conversely, 17.5% indicated they would have made the same investment in their project even if the NRP was not available.



- 53 % indicated they would be “Very Likely” to use the program within the next five years.
- 75 % expressed some likelihood that they will make use of the program in the future.
- 24 % indicated they will not likely use the program in the near future.

Projects Investing > \$500,000

- 23 responses had investments over \$500,000
- 70% of those greater than \$500,000 indicated they would have either made “no investment” or “significantly reduced” their investment if the NRP was available
- 57% of those greater than \$500, 000 indicated the NRP was “Very Important” to their decision to invest.

City of Topeka's Neighborhood Revitalization Program (NRP)

Briefing of City of Topeka Governing Body
(July 10, 2012)

Potential Renewal of the Program

NRP Overview

- ▶ Property tax rebates for improvements in specified area of city
- ▶ All taxing entities participate through inter-local agreements
- ▶ First in State to adopt local program 1995
- ▶ Renewed every 3 years; expires end of 2012

NRP History

▶ 1995

- 95%/10 yrs. in 25 sq. miles
- 60 days to apply after building permit;
- Unlimited timeframe for “out-of-time” apps

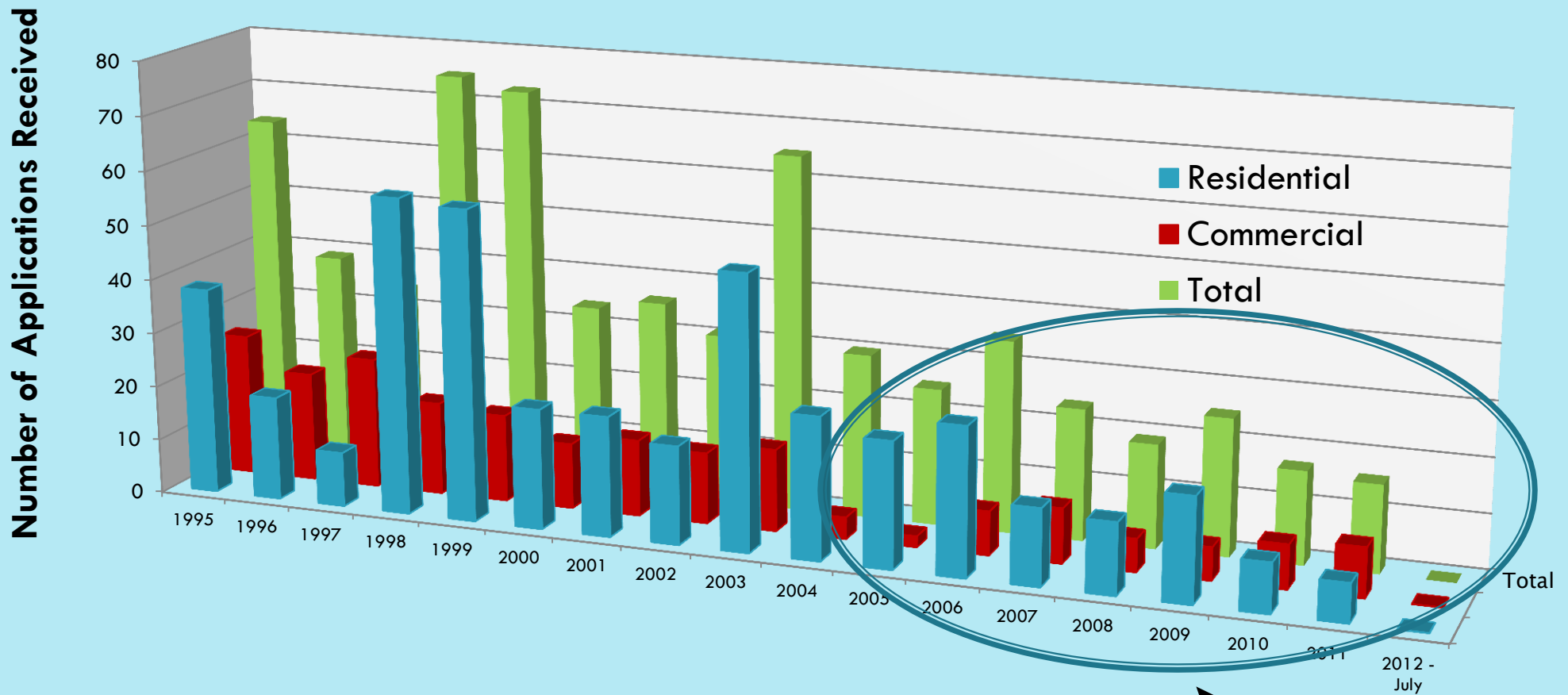
▶ 2004

- Shrunk area to correspond with “At Risk” and “Intensive Care” neighborhoods
- 80%/10 yrs. in 13 sq. miles w/ Special Fund
- No “out-of-time” applications

▶ 2007

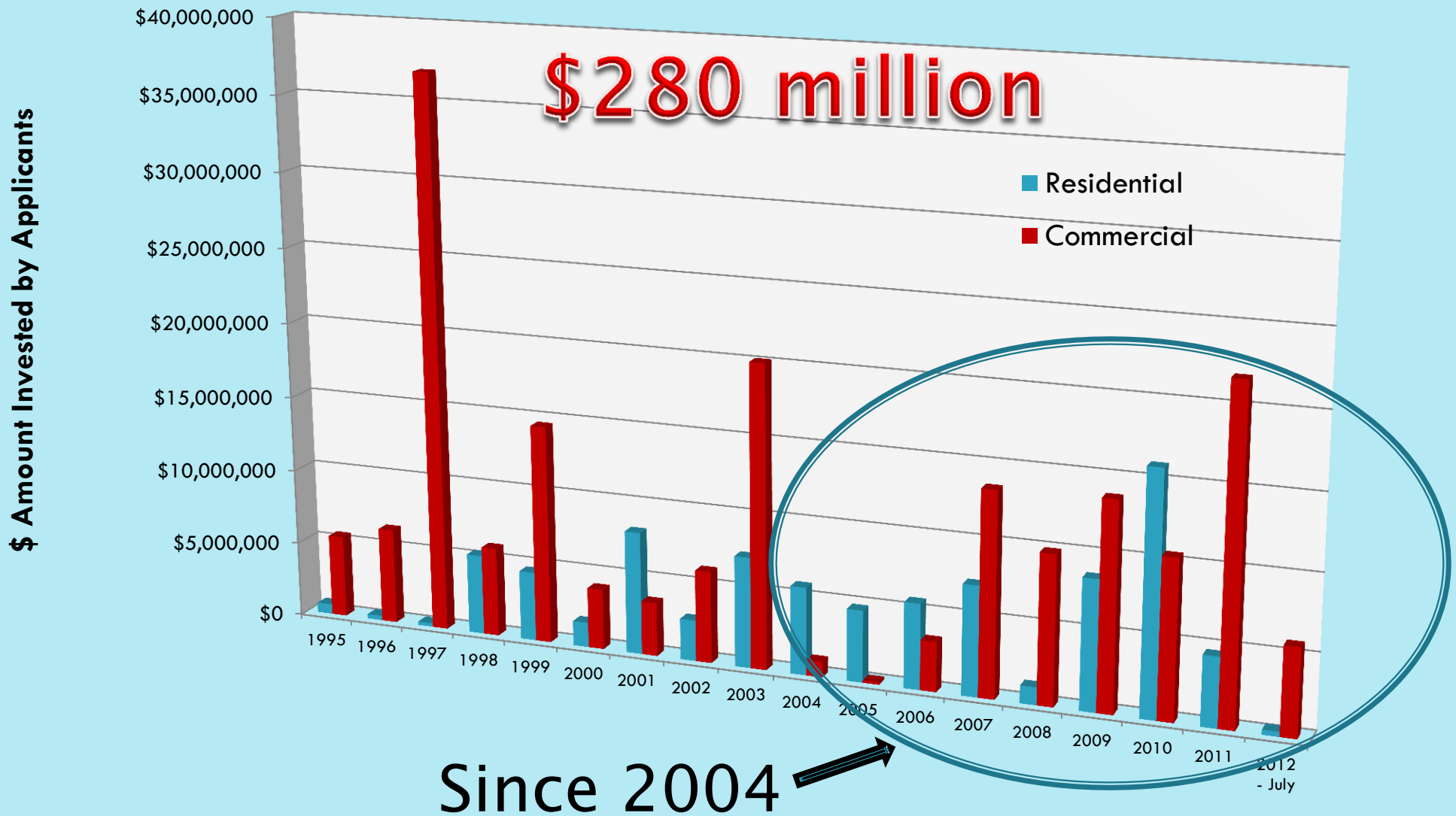
- Back to 95%/10 yrs. and no Special Fund
- “Out-of-time” apps have 1 year to show prior intent

NRP Applications (1995-2012)

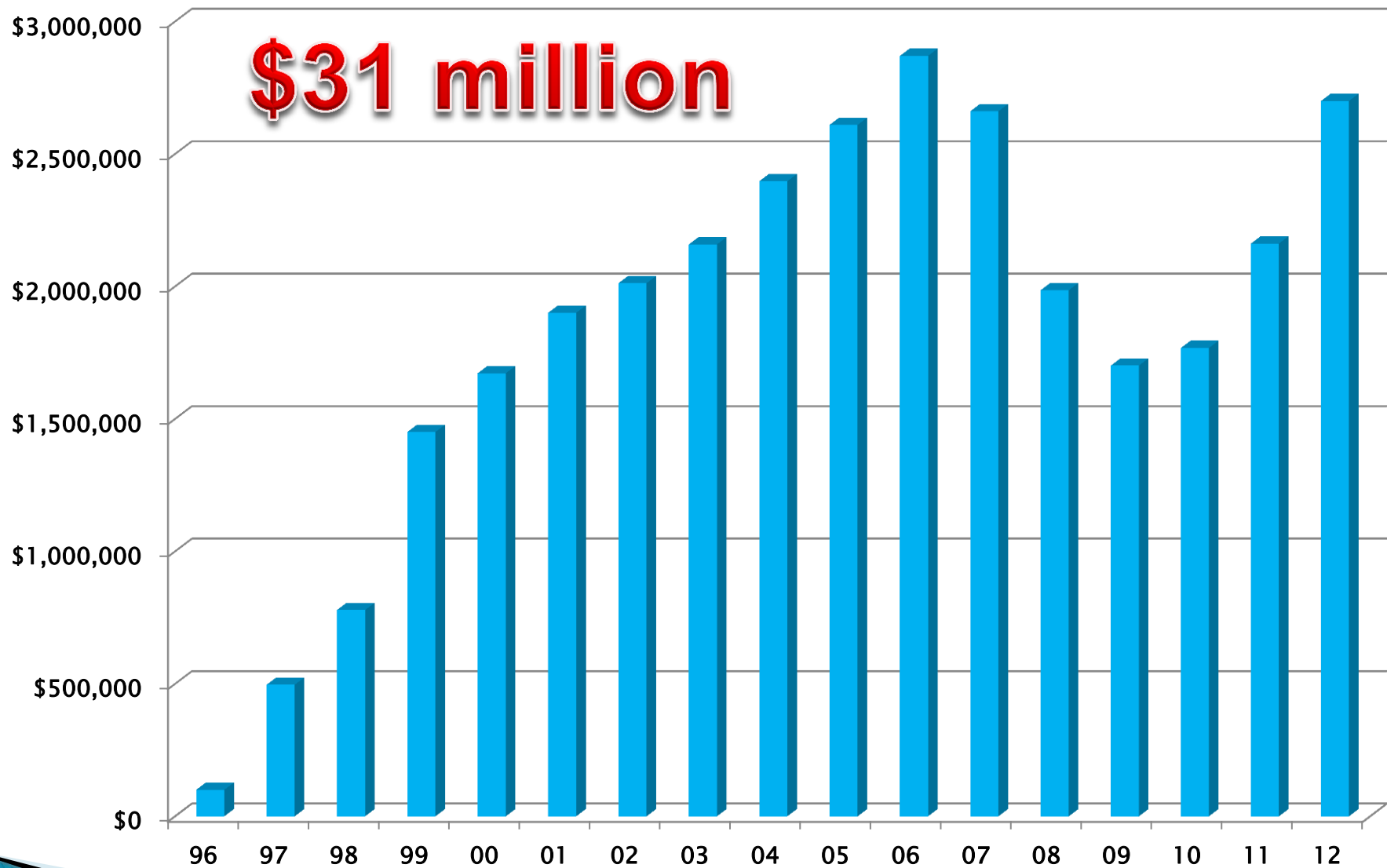


Since 2004

NRP Private Investment (1995-2012)



All Taxing Entities Rebate \$ (1996-2012*)



*2012 is projected

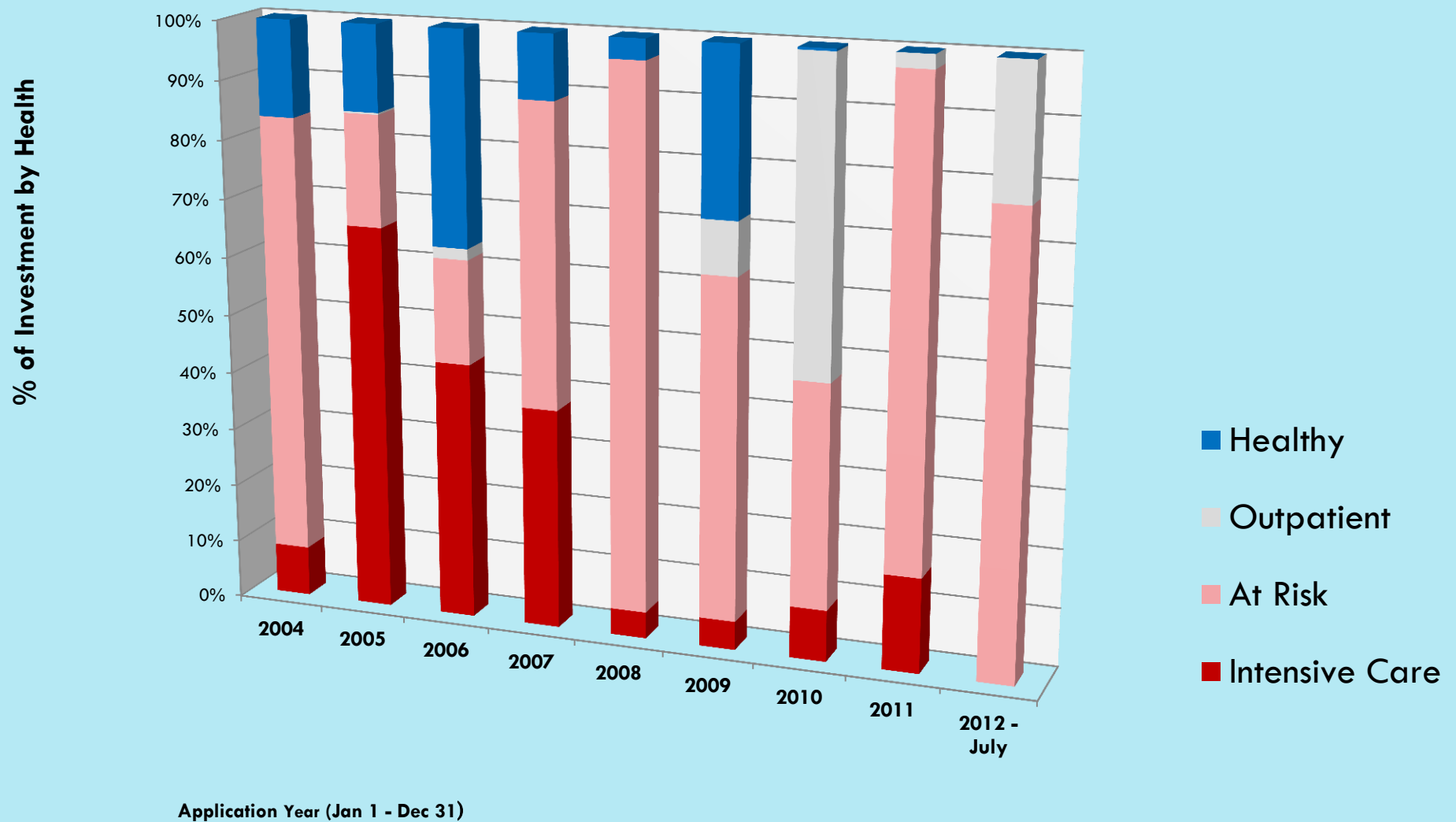
NRP Return on Investment

For Every Tax \$ Rebated

=

\$9 Invested Privately

By Neighborhood Health



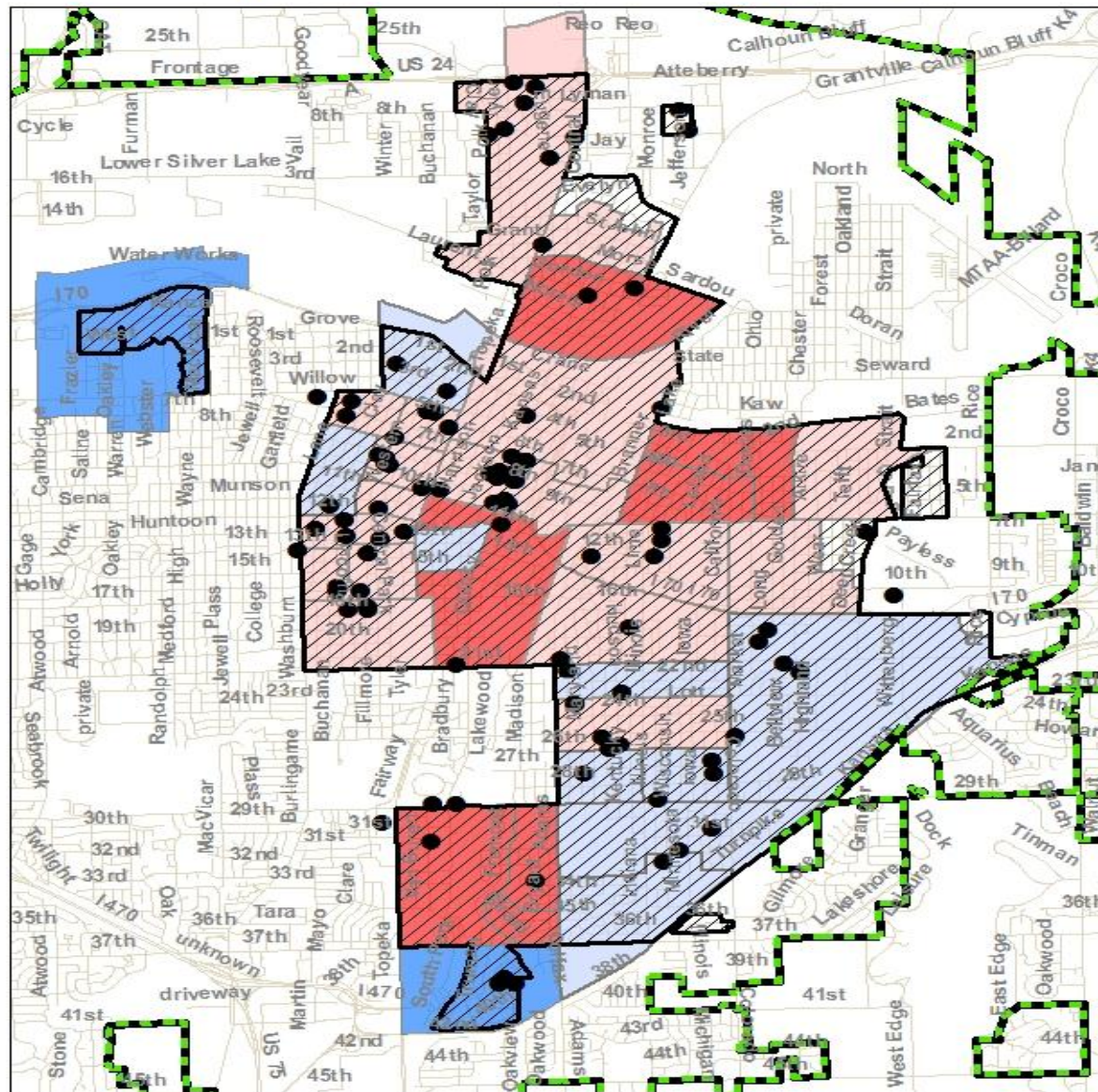
Other Cities

- ▶ Most Kansas cities of size have NRP.
- ▶ Topeka is most generous @ 95% full 10 years, but we have higher investment thresholds.
- ▶ Most all other cities start at 95–100% but then gradually decrease % up to 10 years.
- ▶ Lawrence requires Commission approval for each
- ▶ Many make application deadline “prior to commencement of construction”. Greensburg has no exceptions to this rule.

Neighborhood Revitalization Program Changes?

- ▶ Adjust area to match new Health Map? Add new “At Risk”, and drop new “Out-Patient”.
- ▶ Reduce rebate from full 95% to 50% in last 5 years. Keep at full amount (95%/10 years) for historic and Intensive Care areas?
- ▶ Use special fund to help with infill housing details not HUD-eligible (e.g. detached garages, fencing) to be consistent w/ neighborhood design guidelines?

Neighborhood Revitalization Program: Applications Received (2007- July 2012)



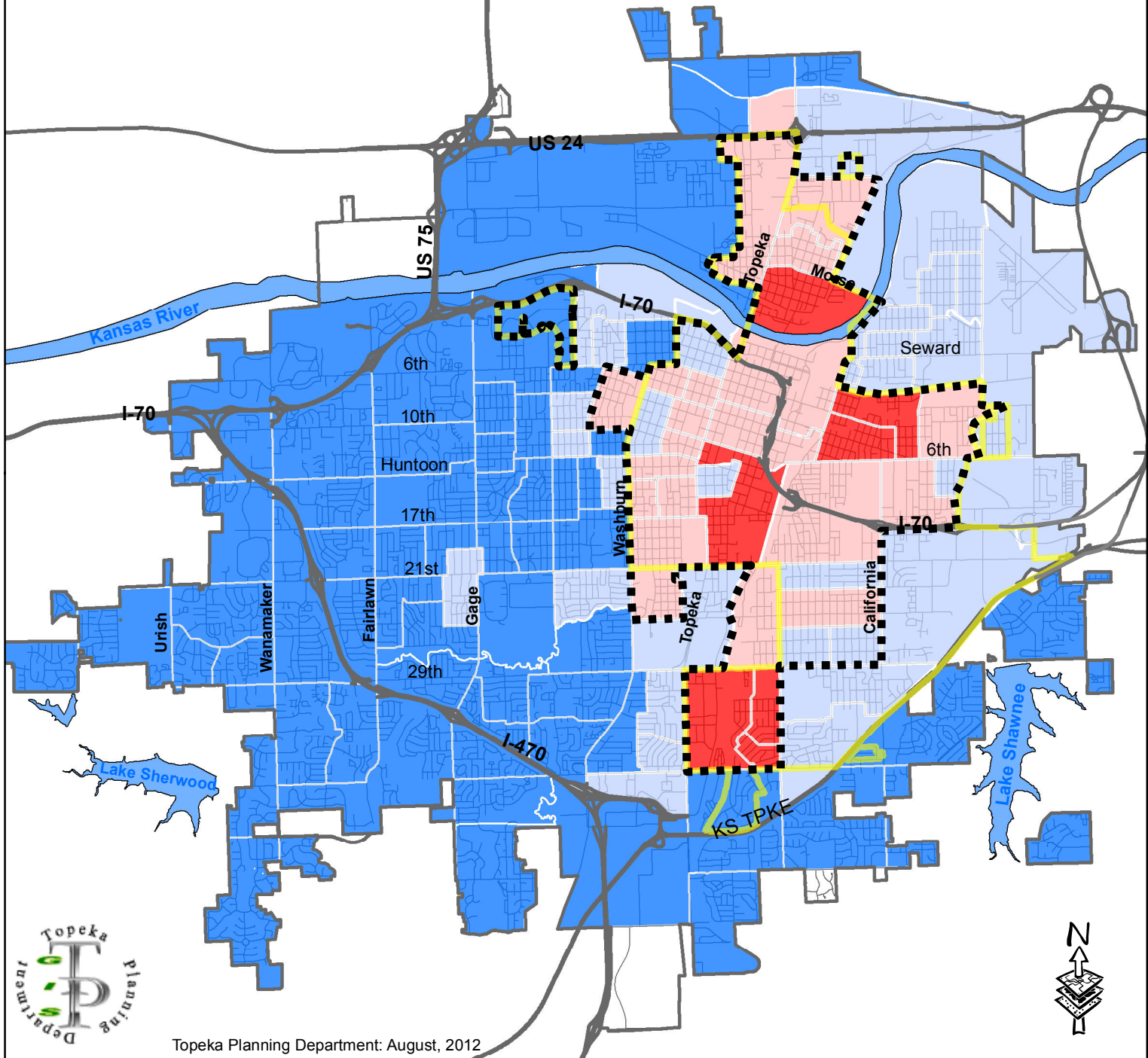
City of Topeka
Neighborhood Revitalization Program (1996-2013)

Issue	1996-2003	2004-2006	2007-2012	2013
Area	25.3 square miles	12.8 sq. miles (contiguous) 0.6 sq. miles (islands)	12.8 sq. miles (contiguous) 0.8 sq. miles (islands)	11.3 sq. miles (contiguous) 0.4 sq. miles (island)
“Islands”	None	Kanza Business Park, Belmont Addition, Southern Hills B/C, Cowdin Sub, Drakes Farm	Kanza Business Park, Belmont Addition, Southern Hills A/B/C, Cowdin Sub, Drakes Farm	Kanza Business Park, Belmont Addition, Southern Hills A/B/C, Cowdin Sub, Drakes Farm
Boundaries	Properties must be inside boundary to be eligible	Properties may be inside boundary OR front the boundary to be eligible	No change	No change
Rebate Rate <i>(assumes all taxing entities participate)</i>	95% rebate /10 years 100% rebate /15 years (historic)	80% rebate /10 years 100% rebate /15 years (historic)	95% rebate /10 years 100% rebate /15 years (historic)	95% rebate /5 years 50% rebate/5 years 95% rebate /10 years (historic or Intensive Care)
Use Eligibility	Single-family and commercial eligible anywhere, multi-family and industrial eligible in special districts only.	Any use as permitted by zoning. New single-family dwellings must be owner-occupied	No change	No change
Improvement Threshold	Residential >5% appraised value Non-Resid. >15% appraised value	Residential >10% appraised value Non-Resid. >20% appraised value	No change	No change
Application/ Appeals Deadline	Up to 60 days after building permit. “Out-of-time” appeals go to CAO. <u>Unlimited</u> timeframe to appeal.	Up to 60 days after building permit. <u>No</u> “out-of-time” appeals.	Up to 60 days after building permit. “Out-of-time” appeals within <u>1 year</u> if evidence is presented to Planning of intent prior to building permit.	No change
Special Fund	None	Special Fund created using 15% of rebate and 11 th year (repealed) for infrastructure or housing in Area.	None	May be used in conjunction with in-fill housing projects to comply with design guidelines (e.g., detached garages, trees)
Other	Improvements must conform to all codes and Comp Plan for rebate period.	- Current on <u>all</u> property taxes - Conform to all codes and design guidelines of Comp Plan during rebate period. 2 years to complete project	No change	Renew program every 5 years instead of 3 years <i>City of Topeka Planning Department 10/11/2012</i>

DRAFT

City of Topeka
Neighborhood
Health 2011

Neighborhood Revitalization Area - 2013



Topeka Planning Department: August, 2012

Legend

- Healthy
- Out Patient
- At Risk
- Intensive Care
- City Limits



Existing NRA Boundary

13.6



Proposed NRA Boundary

11.7

Square Miles

Exhibit "A"

*Neighborhood
Revitalization
Plan
(DRAFT)*

City of Topeka, Kansas

effective January 1, 2013

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Purpose

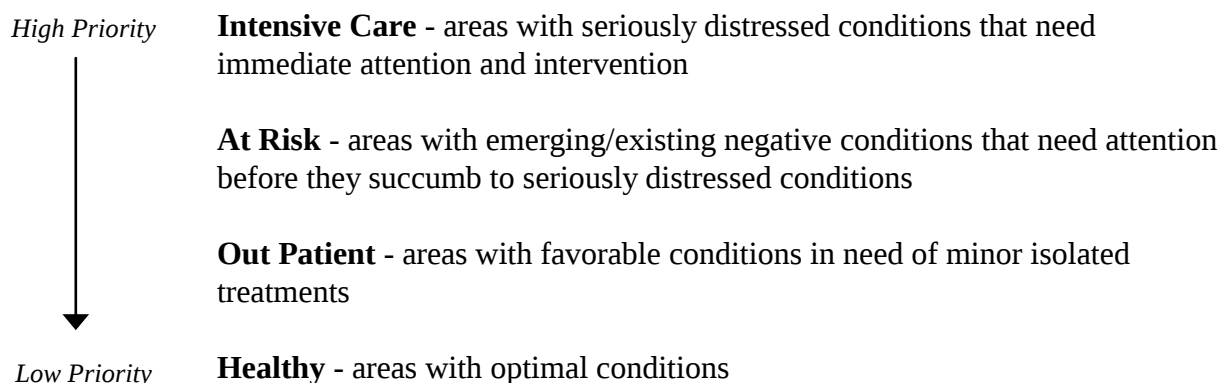
This Plan is intended to promote the revitalization of the inner urban area hereinafter described as the "Neighborhood Revitalization Area" of the City of Topeka through the rehabilitation, conservation and redevelopment of the area in order to protect the public health, safety welfare of the residents of the City. More specifically, in accordance with KSA 12-17, 118 (d), a tax rebate incentive will be available to property owners for certain improvements that raise the appraised value of residential property 10% and commercial property 20%.

In accordance KSA (2000 Supp.) 12-17, 114 et. seq., the City Council has held a public hearing and considered the existing conditions and alternatives with respect to the described area, the criteria and standards for a tax rebate and the necessity for interlocal cooperation among the other taxing units. Accordingly, the Council has reviewed, evaluated, and found that the described area meets one or more of the conditions contained in KSA (2000 Supp) 12-17,115 (c).

PART 1

DESCRIPTION OF NEIGHBORHOOD REVITALIZATION AREA

The Neighborhood Revitalization Area (Map #1) follows the boundaries of *Intensive Care* and *At Risk* neighborhoods as identified in the Neighborhood Element of the Comprehensive Plan. This element, originally approved in 2000 and updated in 2011, establishes four (4) health classifications for neighborhoods (intensive care, at risk, out patient, and healthy) to determine priorities for re-investment and planning assistance. They are described below in order of priority:



The four health classifications were based on five (5) vital signs that measured the relative health of all neighborhood areas in Topeka. This neighborhood health assessment was used to develop a “triage” approach to revitalization. Those areas that had more “life-threatening” or urgent needs as measured by the vital signs should receive higher priority for treatment over those areas with less urgent needs. These higher priority areas (*intensive care/at risk*) are the focus for neighborhood planning efforts and public re-investment. A summary of the vital signs include:

Poverty (2006-2010 American Community Survey 5-Year Estimates, U.S Census) - High concentrations of poverty are one of the most reliable indicators of performance in school, crime rates, family fragmentation, job readiness, housing conditions, etc.

Public Safety (January 2009 – December 2010, Topeka Police Dept.) – Public Safety, as measured by number of Part 1 crimes reported for the last two full years, is a symptom indicating the local environmental conditions conducive to crime and how well a neighborhood is organized to prevent crime from occurring.

Residential Property Values (June 2011, Shawnee County Appraisers Office) – Property values are in part a reflection of the quality of housing supply and the image of a neighborhood. The median value of a house purchased in Shawnee County was \$110,000 in 2010 (Topeka Association of Realtors).

Single Family Housing Tenure (June 2011 Shawnee County Appraisers Office)
The percentage of homeowners residing in a neighborhood can be an indication of the willingness (or confidence) to invest in the area. The most relevant measure of this is how many single-family dwellings are owner-occupied since these homes were built for individual ownership.

Boarded Houses & Unsafe Structures (2010 City of Topeka Code Enforcement Unit) -
A boarded-up house is one of the most evident physical displays that will undermine confidence in an area for investment and precipitates a downward spiral for the block and/or neighborhood.

Vital Sign Ranges (2011)



Neighborhood Health Composite (avg. score)	Persons Per Part 1 Crime Reported (score)	% of Persons Below Poverty Level (score)	% Owner Occupied Housing Units (score)	Boarded Houses & Unsafe Structures (score)	Average Residential Property Levels (score)
Healthy (3.3 – 4.0)	9 or More (4)	0 - 9% (4)	70 - 100% (4)	None (4)	\$103,001 and Above (4)
Out-Patient (2.7 – 3.2)	6 – 8 (3)	10 - 18% (3)	50 - 69% (3)	1-2 (3)	\$67,501 - \$103,000 (3)
At-Risk (1.9-2.6)	4 – 5 (2)	19 - 30% (2)	34 - 49% (2)	3-5 (2)	\$40,001 - \$67,500 (2)
Intensive Care (1.0 – 1.8)	1 – 3 (1)	31 – 100% (1)	0 - 33% (1)	6 + (1)	\$40,000 and Below (1)

Area Profile

Health rankings are determined by averaging all vital sign levels for each neighborhood area. *Intensive care* and *at risk* neighborhoods have the lowest vital sign measurements, and hence are the primary focus of the Neighborhood Revitalization (NR) Area. Below is a comparison profile of the NR Area and non-NR Area:

Total Primary Neighborhood Revitalization Area (2011)

Neighborhood Health Rating	Persons Per Part 1 Crime Reported	% of Persons Below Poverty Level*	% Owner Occupied Single-Family Housing Units	Boarded Houses & Unsafe Structures	Average Residential Property Levels
Intensive Care	4 Persons	52%	40%	31	\$28,040
At Risk	5 Persons	32%	52%	40	\$54,070
Out Patient	7 Persons	16%	57%	3	\$56,800
Total Primary NR Area	5 Persons	33%	50%	74	\$48,955

*Represents the average poverty level status of selected Census Block Groups.

Total Non-Neighborhood Revitalization Area (2011)

Neighborhood Health Rating	Persons Per Part 1 Crime Reported	% of Persons Below Poverty Level*	% Owner Occupied Single-Family Housing Units	Boarded Houses & Unsafe Structures	Average Residential Property Levels
Out Patient	6 Persons	24%	65%	9	\$71,120
Healthy	13 Persons	8%	84%	8	\$141,830
Total Non-NR Area	12 Persons	13%	79%	17	\$133,740

*Represents the average poverty level status of the selected Census Block Groups.

General Characteristics (2011)

Area	Square Miles	% Total	# of Parcels	% Total	Vacant Parcels*	% Total
Intensive Care (Primary)	2.8	8.8%	3,228	6.4%	522	12.8%
At Risk (Primary)	7.2	3.3%	8,038	15.8%	1,073	26.7%
Out Patient (Primary)	1.1	1.6%	2,113	4.2%	184	4.5%
Kanza/USD 501 District	.3	.7%	13	.03%	3	.03%
Total NR Area	11.4	14.4%	13,392	26.4%	1,782	44%
Non-NR Area	45.5	85.6%	37,275	73.6%	2,233	55.6%
Total (All Topeka)	56.9	100%	50,709	100%	4,015	100%

* Excludes parcels for public purposes (e.g., parks)

General Characteristics (2011)

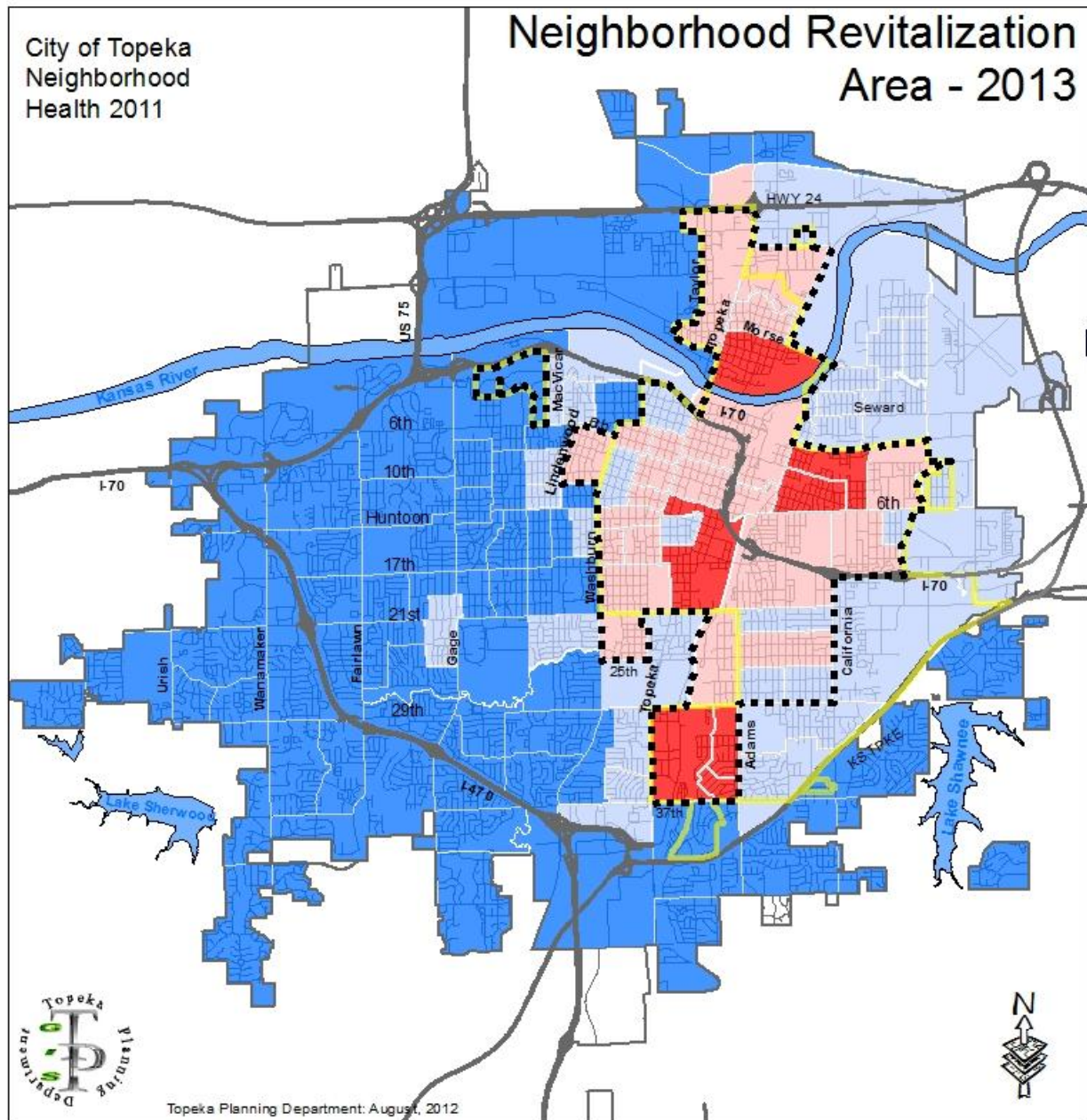
Area	Estimated Population (2010 Census)	Total Housing Units (2006-2010 ACS)	Real Property Valuation
Intensive Care (Primary)	6,335	2,537	\$266,848,040
At Risk (Primary)	20,396	14,193	\$1,160,436,490
Out Patient (Primary)	5,141	2,407	\$161,385,710
Total NR Area	31,872	19,137	\$1,588,670,240
Non-NR Area*	95,598	45,283	\$5,918,331,430
Total (All Topeka)	127,470	64,420	\$7,507,001,670

*Includes the non-primary Kanza/USD 501 property in this table only.

Summary

- The primary NR Area comprises only 14% of the land area of Topeka, but contains 44% of all vacant parcels in the City.
- The poverty rate in the primary NR Area is two and a half times the poverty rate of the non-NR Area.
- Average residential property values are nearly three times greater outside of the NR Area than within its boundaries.
- The homeownership rate is substantially greater outside of the primary NR Area boundary (79% versus 50%).
- 81% of all boarded houses and unsafe structures in the City are located within the NR Area boundary.

Map #1 (Draft)



Legal Description of Neighborhood Revitalization Area

Primary Area

Beginning at the intersection of the Centerline of US Highway 24 with the Centerline of NW Clay Street; thence easterly, on the Centerline of US Highway 24, to an intersection with the Centerline of NW Topeka Boulevard; thence southerly, on the Centerline of NW Topeka Boulevard, to an intersection with the Centerline of Old Soldier Creek; thence easterly and southerly, down the Centerline of Old Soldier Creek, to an intersection with the Centerline of the Mainline Track of the Union Pacific Railroad; thence southerly, on the centerline of said mainline track, to an intersection with the Centerline of the West Approach to the Sardou Bridge over the Kansas River; thence east-southeasterly, on the centerline of said approach and the Centerline of the Sardou Bridge, to an intersection with the Centerline of the Kansas River; thence southwesterly, up the Centerline of the Kansas River, to an intersection with an extension of the Centerline of NE Chandler Street; thence southerly, on the Centerline of NE Chandler Street, to an intersection with the Centerline of NE Seward Avenue; thence westerly, on the Centerline of NE Seward Avenue, to an intersection with the Centerline of NE Branner Street; thence south-southwesterly, on the Centerline of Branner Street, to an intersection with the Centerline of the Mainline Track of the Burlington Northern – Santa Fe Railway; thence easterly, on the centerline of said mainline track, to an intersection with the East line of the Northeast Quarter of Section 33, Township 11 South, Range 16 east of the 6th P.M.; thence southerly, on said East line, to the Southeast corner of said Northeast Quarter; thence easterly, on the North line of the Southwest Quarter of Section 34, Township 11 South, Range 16 east of the 6th P.M., to an intersection with the Centerline of Deer Creek; thence southwesterly and southerly, up the Centerline of Deer Creek, to an intersection with the Centerline of SE 6th Avenue; thence westerly, on the Centerline of SE 6th Avenue, to an intersection with the Centerline of SE Deer Creek Parkway; thence southerly, on the Centerline of SE Deer Creek Parkway, to an intersection with the Centerline of Interstate Highway 70; thence easterly, on the Centerline of Interstate Highway 70, to an intersection with the East line of the Southwest Quarter of Section 3, Township 12 South, Range 16 east of the 6th P.M.; thence southerly, on said East line, to the Southeast corner of said Southwest Quarter; thence easterly, on the North line of the Northeast Quarter of Section 10, Township 12 South, Range 16 east of the 6th P.M., to the Northeast corner of the West Half of said Northeast Quarter; thence on an assumed bearing of South 00°48'00" West, on the East line of the West Half of said Northeast Quarter, 158.83 feet, to the North line of the Kansas Turnpike Right of Way, thence South 63°15'40" West, on said right of way line, 790.86 feet; thence South 69°36'00" West, continuing on said right of way line, 452.77 feet; thence North 70°46'40" West, continuing on said right of way line, 337.69 feet, to the Easterly Right of Way line of Service Road "L" of the Kansas Turnpike Authority; thence southwesterly, to the intersection of the Westerly Right of Way line of said Service Road "L" with the Northerly Right of Way line of the Kansas Turnpike; thence southwesterly, on the Northerly Right of Way line of the Kansas Turnpike, to an intersection with the Centerline of SE 37th Street; thence westerly, on the Centerline of 37th Street, to an intersection with the Centerline of SW Topeka Boulevard; thence northerly, on the Centerline of SW Topeka Boulevard, to an intersection with the Centerline of SW 29th Street; thence easterly, on the Centerline of 29th Street, to an intersection with the Centerline of SE Adams Street; thence northerly, on the Centerline of SE Adams Street, to an intersection with the Centerline of SE 21st Street; thence westerly, on the Centerline of 21st Street, to an intersection with the Centerline of Washburn Avenue; thence northerly, and north-northeasterly, on the Centerline of Washburn Avenue, to an intersection with the Centerline of SW Willow Avenue; thence easterly, on the Centerline of SW Willow Avenue, to an intersection with the Centerline of Quinton Avenue; thence northerly, on the Centerline of Quinton Avenue, and its extension, to an intersection with the Centerline of Interstate Highway 70; thence southeasterly, on the Centerline of Interstate Highway 70, to an intersection with the Centerline of SW Topeka Boulevard; thence north-northeasterly, on the Centerline of Topeka Boulevard, to an intersection with the Centerline of NW Laurent Street; thence west-northwesterly, on the Centerline of NW Laurent Street, to an intersection with the Centerline of NW Norris Street; thence west-northwesterly, on the Centerline of NW Norris Street, to an intersection with the Centerline of NW Lane Street; thence north-northeasterly, on the Centerline of NW Lane Street, to an intersection with the Centerline of NW Gordon Street; thence east-southeasterly, on the Centerline of NW Gordon Street, to an intersection with the Centerline of NW Buchanan Street; thence northerly, on the Centerline of NW Buchanan Street, to an intersection with the Centerline of NW Grant Street; thence easterly, on the

Centerline of NW Grant Street, to an intersection with the Centerline of NW Western Avenue; thence northerly, on the Centerline of NW Western Avenue, to an intersection with the Centerline of NW St. John Street; thence easterly, on the Centerline of NW St. John Street, to an intersection with the Centerline of NW Taylor Street; thence northerly, on the Centerline of NW Taylor Street, to an intersection with the Centerline of NW Lyman Road; thence westerly, on the Centerline of NW Lyman Road, to an intersection with the Centerline of NW Clay Street; thence northerly, on the Centerline of NW Clay Street, to the point of beginning. Contains 12.77 square miles.

(AND IN ADDITION)

DRAKES FARM SUBDIVISION AREA

Drakes Farm Subdivision. Contains approximately 21.01 acres.

KANZA BUSINESS AND TECHNOLOGY PARK (OVERALL PUD BOUNDARY)

A TRACT OF LAND IN THE SOUTHEAST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER, LOT 3 OF THE NORTHWEST QUARTER, AND THE NORTHEAST QUARTER, ALL IN SECTION 26, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SHAWNEE COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE ON AN ASSUMED BEARING OF NORTH 00°00'22" EAST, 30.00 FEET, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89°36'04" WEST, 23.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°36'04" WEST, 2611.74 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER, 30.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00°06'23" WEST, 1118.90 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 86°16'38" EAST, 130.48 FEET; THENCE NORTH 42°55'39" EAST, 233.28 FEET; THENCE NORTH 01°25'17" WEST, 497.95 FEET; THENCE SOUTH 88°46'41" WEST, 278.01 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00°06'23" EAST, 120.24 FEET ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER TO THE NORTH LINE OF ARLINGTON HEIGHTS SUBDIVISION; THENCE SOUTH 89°54'32" WEST, 1309.28 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°11'27" EAST, 953.94 FEET ALONG THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00°18'11" EAST, 663.92 FEET ALONG THE WEST LINE OF SAID LOT 3 TO THE SOUTHERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 70; THENCE NORTH 88°53'30" EAST, 883.63 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE ON A CURVE TO THE LEFT, ALONG SAID RIGHT-OF-WAY LINE, A RADIUS OF 1579.22 FEET, AN ARC DISTANCE OF 683.95 FEET, WITH A CHORD WHICH BEARS NORTH 76°29'04" EAST, 678.62 FEET; THENCE NORTH 64°04'38" EAST, 1046.28 FEET, ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 00°08'08" WEST, 213.32 FEET; THENCE SOUTH 78°48'28" EAST, 1483.53 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 00°08'53" EAST, 87.25 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 16°33'51" WEST, 156.49 FEET; THENCE SOUTH 00°08'53" EAST, 539.57 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, 45.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°00'22" WEST, 35.43 FEET; THENCE SOUTH 89°59'38" EAST, 21.50 FEET; THENCE SOUTH 00°00'22" WEST, 2570.01 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 258.943 ACRES, MORE OR LESS.

A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SHAWNEE COUNTY KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 26; THENCE ALONG THE SOUTH LINE OF SAID QUARTER ON AN ASSUMED BEARING OF SOUTH 89°35'38" WEST, A DISTANCE OF 825.36 FEET; THENCE ON A BEARING OF NORTH 00°24'22" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER ON A BEARING OF SOUTH 89°35'38"

WEST, A DISTANCE OF 515.96 FEET; THENCE ON A BEARING NORTH 00°25'19" WEST, A DISTANCE OF 2033.61 FEET; THENCE ON A BEARING OF NORTH 44°27'37" EAST, A DISTANCE OF 68.73 FEET; THENCE ON A BEARING OF SOUTH 63°56'06" EAST, A DISTANCE OF 18.56 FEET; THENCE ON A BEARING OF NORTH 19°56'13" EAST, A DISTANCE OF 44.30 FEET; THENCE ON A BEARING OF NORTH 34°34'08" EAST, A DISTANCE OF 25.22 FEET; THENCE ON A BEARING OF NORTH 72°13'53" EAST, A DISTANCE OF 27.65 FEET; THENCE ON A BEARING OF SOUTH 37°05'32" EAST, A DISTANCE OF 14.75 FEET; THENCE ON A BEARING OF SOUTH 54°25'19" EAST, A DISTANCE OF 16.30 FEET; THENCE ON A BEARING OF SOUTH 80°46'21" EAST, A DISTANCE OF 23.15 FEET; THENCE ON A BEARING OF SOUTH 87°13'11" EAST, A DISTANCE OF 11.70 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 74°03'00" EAST, AND A CHORD DISTANCE OF 34.18 FEET) A DISTANCE OF 34.48 FEET; THENCE ON A BEARING OF SOUTH 60°52'49" EAST, A DISTANCE OF 42.96 FEET; THENCE ON A BEARING OF SOUTH 53°28'55" EAST, A DISTANCE OF 108.90 FEET; THENCE ON A BEARING OF SOUTH 31°54'18" EAST, A DISTANCE OF 87.45 FEET; THENCE ON A BEARING OF SOUTH 26°44'08" EAST, A DISTANCE OF 158.72 FEET; THENCE ON A BEARING OF SOUTH 28°30'48" EAST, A DISTANCE OF 137.12 FEET; THENCE ON A BEARING OF SOUTH 35°51'47" EAST, A DISTANCE OF 63.86 FEET; THENCE ON A BEARING OF SOUTH 44°53'50" EAST, A DISTANCE OF 71.01 FEET; THENCE ON A BEARING OF SOUTH 00°10'26" EAST, A DISTANCE OF 305.26 FEET; THENCE ON A BEARING OF SOUTH 41°48'53" WEST, A DISTANCE OF 216.94 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 19°54'50" EAST, AND A CHORD DISTANCE OF 97.23 FEET) A DISTANCE OF 105.78 FEET; THENCE ON A BEARING OF SOUTH 00°01'58" EAST, A DISTANCE OF 78.63 FEET; THENCE ON A BEARING OF SOUTH 34°02'36" EAST, A DISTANCE OF 118.96 FEET; THENCE ON A BEARING OF SOUTH 00°17'22" WEST, A DISTANCE OF 227.41 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF SOUTH 45°46'21" WEST, AND A CHORD DISTANCE OF 77.15 FEET) A DISTANCE OF 83.79 FEET; THENCE ON A BEARING OF SOUTH 00°06'58" EAST, A DISTANCE OF 142.97 FEET; THENCE ON A BEARING OF SOUTH 86°22'32" WEST, A DISTANCE OF 30.69 FEET; THENCE ON A BEARING OF SOUTH 01°46'13" EAST, A DISTANCE OF 80.18 FEET; THENCE ON A BEARING OF SOUTH 89°57'22" WEST, A DISTANCE OF 20.82 FEET; THENCE ON A BEARING OF SOUTH 00°15'55" WEST, A DISTANCE OF 130.86 FEET; THENCE ON A BEARING OF SOUTH 89°40'17" EAST, A DISTANCE OF 21.15 FEET; THENCE ON A BEARING OF SOUTH 00°20'17" WEST, A DISTANCE OF 28.30 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT (SAID CURVE HAVING A RADIUS OF 118.49 FEET, A CHORD BEARING OF SOUTH 21°22'45" EAST, A CHORD DISTANCE OF 60.15 FEET) A DISTANCE OF 60.82 FEET; THENCE ON A BEARING OF SOUTH 32°29'33" EAST, A DISTANCE OF 24.43 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT (SAID CURVE HAVING A RADIUS OF 194.67 FEET, A CHORD BEARING OF SOUTH 12°51'45" EAST, AND A CHORD DISTANCE OF 80.56 FEET) A DISTANCE OF 81.15 FEET; THENCE ON A BEARING OF SOUTH 01°52'31" EAST, A DISTANCE OF 26.20 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 24.081 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, RESTRICTIONS, AND COVENANTS OF RECORD, IF ANY.

(AND IN ADDITION)

KANZA BUSINESS AND TECHNOLOGY PARK SUBDIVISION. CONTAINS APPROXIMATELY 10.39-ACRES, MORE OR LESS.

EXCEPT

The property commonly known as the 501 Sports Complex and legally described as follows: A tract of land in the Southeast Quarter of Section 26, Township 11 South, Range 15 East of the Sixth Principal Meridian, described as follows: Beginning at a point on the West line, 30.00-feet North of the Southwest Corner of said Quarter Section (said point being on the North right-of-way line of West Sixth Street); thence North 00 degrees, 06 minutes, 40

seconds West, along said West Line, 1,118.79-feet; thence South 86 degrees, 14 minutes, 23 seconds East, 130.46-feet; thence North 42 degrees, 56 minutes, 08 seconds East, 233.28-feet; thence North 01 degrees, 24 minutes, 28 seconds West, 497.95-feet; thence North 88 degrees, 48 minutes, 04 seconds East, 120.98-feet; thence on a 302.50-foot radius curve to the left, with a 170.62-foot chord bearing North 72 degrees, 25 minutes, 13 seconds East, an arc distance of 172.97-feet; thence North 56 degrees, 02 minutes, 21 seconds East, 399.91-feet; thence South 20 degrees, 26 minutes, 15 seconds East 750.52-feet; thence South 00 degrees, 24 minutes, 53 seconds East, 1, 344.97-feet to the North right-of-way line of West Sixth Street; thence South 89 degrees, 36 minutes, 04 seconds West, along said North right-of-way line, 1,162.82-feet to the Point of Beginning. The above contains 44.001-acres, more or less, all in the City of Topeka, Shawnee County, Kansas.

PART 2

APPRAISED VALUATION OF REAL PROPERTY

The appraised valuation of the real estate contained in the Neighborhood Revitalization Area as of January 4, 2010 for each parcel by land and building values is on file in the Topeka Planning Department. The 2009 appraised valuation for the 14,675 parcels contained in the area is:

Land	\$ 200,095,330
<u>Improvements</u>	<u>\$1,104,145,210</u>
Total Appraised Valuation	\$1,274,240,540

PART 3

LISTING OF OWNERS OF RECORD IN AREA

Each owner of record of each parcel of land is listed together with the corresponding address on file in the Topeka Planning Department.

PART 4

EXISTING ZONING BOUNDARIES & EXISTING/PROPOSED LAND USES

Descriptions of zoning districts, current boundaries, existing land uses, and future land use maps within the Neighborhood Revitalization Area are all found on file in the Topeka Planning Department.

PART 5
MAJOR IMPROVEMENTS
PROPOSED FOR NEIGHBORHOOD REVITALIZATION AREA

A list of the proposed major improvements within the Neighborhood Revitalization Area are identified within the adopted neighborhood and area plans of the City's Comprehensive Plan. Copies of those plans are on file with the Topeka Planning Department and on-line at www.topeka.org:

- Central Highland Park Neighborhood Plan (2010)
- Central Park Neighborhood Plan (1998/2008)
- Chesney Park Neighborhood Plan (1998/2009)
- Holliday Park Neighborhood Plan (1998/2008)
- Historic North Topeka Revitalization Plan (1999)
- Elmhurst Neighborhood Plan (2001)
- Tennessee Town (2001)
- Downtown Topeka Redevelopment Plan (2001)
- Ward-Meade Neighborhood Plan (2001/2010)
- Wasburn-Lane Parkway Plan (2001)
- East Topeka Neighborhood Revitalization Plan (2002)
- Old Town Neighborhood Plan (2003)
- Hi-Crest Neighborhood Plan (2003)
- Oakland Neighborhood Plan (2004)

Proposed housing, infrastructure, and public facility improvements within these plans are intended to guide the City's future resource allocation as targeted within the Neighborhood Revitalization Area. Actual approved resource allocations are found with the City's Capital Improvement Budget and Consolidated Plan.

PART 6
STATEMENT SPECIFYING THE ELIGIBILITY REQUIREMENTS
FOR A TAX REBATE

Residential New Construction/Rehabilitation

All residential improvements legally permitted by applicable zoning regulations and building codes within the Neighborhood Revitalization Area are eligible for the specified tax rebate provided the new appraised valuation is increased by a minimum of 10%. Improvement projects that are **not** eligible without City Council approval include:

- New construction renter-occupied single-family dwellings.
- Conversion of single-family dwellings to two (2) or more dwelling units.

Commercial New Construction/Rehabilitation

Commercial, office and institutional, and industrial projects legally permitted by applicable zoning regulations and building codes within the Neighborhood Revitalization Area are eligible for the specified tax rebate provided the new appraised valuation is increased by a minimum of 20%.

PART 7

CRITERIA FOR DETERMINATION OF ELIGIBILITY

- (a) Construction of an improvement must have begun on or after January 1, 2013 the date of designation of the neighborhood revitalization area by the City under Ordinance No. 19362. Such improvement project shall remain eligible in the event of any re-adoption of the 2013 Neighborhood Revitalization Program by a subsequent ordinance. An improvement project constructed pursuant to a building permit and an application for tax rebate filed before January 1, 2013, may be eligible for a rebate under the Neighborhood Revitalization Program created by City Ordinance No. 18847 as amended by City Ordinance No. 19034 and Ordinance No. 19362.
- (b) A rebate application or letter of intent to file an application must be filed prior to or within sixty (60) days of the issuance of a building permit or initiation of work (if no building permit is required) as determined by the Planning Director. An application determined to be “out-of-time” shall be accepted by the Planning Director if the applicant can demonstrate that prior to commencing the improvements, he or she intended to use the program’s benefits for the specific improvement proposed in the application. Some factors that may be used to determine the intent and prior knowledge of the program include previous written or verbal communication with city staff, contractors, or other interested parties in the project. The fact that the applicant was not made aware of the program by city staff shall not be used as a factor in this determination. An application shall not be accepted “out-of-time if the building permit was issued to correct a past zoning or building code violation. The applicant must submit all evidence in writing that supports the above criteria to the Planning Department within one (1) year of the issuance of the building permit. The applicant may appeal the Planning Director’s decision to the City Manager who has final authority over the matter.
- (c) The improvements must conform with the Comprehensive Plan, design guidelines within applicable Neighborhood Plans, Downtown façade guidelines, and Zoning Regulations in effect at the time the improvements are made.
- (d) New and existing improvements on property must conform with all other applicable codes, rules, and regulations in effect at the time the improvements are made, and for the length of the rebate or the rebate may be terminated.
- (e) Any property that is delinquent in any real property tax payment or special assessment shall not be eligible for any rebate or future rebate until such time as all real property taxes and special assessments have been paid. Additionally, taxes on all real property owned by the applicant must be current.

- (f) Commercial or industrial property eligible for tax incentives under any adopted Neighborhood Revitalization Plan and Topeka's existing tax abatement program pursuant to Article 11, Section 13 of the Kansas Constitution and Topeka Ordinance 17270, may receive one exemption/rebate per project from the City as a tax incentive.
- (g) Any property that fronts a public street boundary of the Neighborhood Revitalization Area shall be eligible for the rebate, except those properties that front a public highway.
- (h) Projects completed or eligible to be approved after two (2) years from the issuance of a building permit or initiation of eligible work items shall not be eligible for a tax rebate.

PART 8

CONTENTS OF APPLICATION FOR TAX REBATE

Part 1 - General Information

- (a) Owner's Name
- (b) Owner's Mailing Address.
- (c) School District No.
- (d) Parcel I.D. No.
- (e) Building Permit No.
- (f) Address of Property.
- (g) Legal Description of Property
- (h) Day Phone Number.
- (i) Proposed Property Use.
- (j) Improvements
- (k) Estimated Cost of Improvements.
- (l) Proof of Historical Register Listing.
- (m) List of Buildings proposed to be or actually demolished.
- (n) Date of commencement of construction.
- (o) Estimated date of completion of construction.

Part 2 - Status of Construction/Completion

- (a) County Appraiser's Statement of Percentage Test.
- (b) County Clerk's Statement of Tax Status.
- (c) Planning's Statement of Application Conformance for Tax Rebate.

PART 9

APPLICATION PROCEDURE

- (a) The owner/applicant shall obtain an Application for Tax Rebate from Topeka Planning Department (Planning) or the City's Development Services Office prior to or concurrent with obtaining a building permit application.
- (b) The applicant shall complete and sign the application and file the original with Planning, prior to or within sixty (60) days of issuance of the building permit or as permitted under Part 7(b).
- (c) Planning shall forward the application to the Shawnee County Appraiser's Office for determination of the appraised valuation of the improvements and when necessary, shall indicate the base tax year in order to determine the property's pre-demolition value for historic resources or landmarks that were demolished to make way for the improvements.
- (d) On or about January 1, the County Appraiser shall conduct an on-site inspection of the construction project, determine the new valuation of the real-estate, complete his portion of the application, and report the new valuation to the Shawnee County Clerk by June 1 of that same year. The tax records on the project shall be revised by the County Clerk's Office.
- (e) Upon determination by the Appraiser's office that the improvements meet the percentage test for rebate and the Clerk's office has determined the status of the taxes on the property, Planning shall certify to the County Clerk the project and application does or does not meet the requirements for a tax rebate and shall notify the applicant.
- (f) Upon the payment of the real estate tax for the subject property for the initial and each succeeding tax year period extending through the specified rebate period, and within a thirty (30) day period following the date of tax distribution by Shawnee County to the other taxing units, a tax rebate in the amount of the tax increment (less any fees as specified in the Interlocal Agreement) shall be made to the applicant.

The tax rebate amount will be based on the appraised property value increment between the application year and the completion year directly attributable to the improvement itself. The actual rebate may vary year to year depending upon the approved mill levy for all participating taxing jurisdictions. The tax rebate shall be made by Audit and Finance, Shawnee County through the Neighborhood Revitalization Fund established in conjunction with the City of Topeka and the other taxing units participating in an Interlocal Agreement.

PART 10
STANDARDS AND CRITERIA FOR APPROVAL

- (a) Project improvements shall be 100% complete.
- (b) The appraised value of residential property must be increased by a minimum of 10%.
- (c) The appraised value of commercial and industrial property must be increased by a minimum of 20%.
- (d) New improvements must conform with all applicable codes, rules, and regulations in effect at the time the improvements are made, including design guidelines of the Comprehensive Plan, for the length of the rebate.
- (e) Any property that is delinquent in any real property tax payment or special assessment shall not be eligible for any rebate or future rebate until such time as all real property taxes and special assessments have been paid. Additionally, taxes on all real property owned by the applicant must be current.

PART 11

STATEMENT SPECIFYING REBATE FORMULA

Program Period:

The Neighborhood Revitalization Fund and tax rebate incentive program shall expire on December 31, 2017.

Rebate Period:

All Eligible Uses	10 years
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Rebate Amount:

All Eligible Uses	95%* (years 1-5) 50% (years 6-10)
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Intensive Care areas (2011 Neighborhood Element)	
National/State Register/Districts	
Local Historic Landmarks/Districts by the City of Topeka	100%

*5 % to remain in Neighborhood Revitalization Fund for administrative costs.

Part 12

OTHER MATTERS

1. The governing body may declare a structure outside of a neighborhood revitalization area eligible if it satisfies the conditions set forth in subsection (a) of KSA 12-17, 115 as a “dilapidated structure” due to its deteriorated conditions and/or is worthy of preservation. As a matter of course, the governing body shall forward said declaration to the participating taxing entities for their approval as well.

2. The Special Fund created under Ordinance No. 18222 shall only be used to augment in-fill housing projects administered by the City of Topeka within the Neighborhood Revitaization Area. Eligible activities shall include any improvements associated with the infill-housing projects that are typically not eligible with federal funding sources such as detached garages, fencing, landscape plantings, drives, etc. or for any infrastructure necessary to complete the in-fill housing project. All improvements must be consistent with any adopted design guidelines of Neighborhood Plans approved by the governing body. The Special Fund shall not be used as substitute funding for eligible sources or programs. Adoption of this Plan shall have the effect of repealing all previous matters with administration of the Special Fund under Ordinance No. 18222.

SHAWNEE COUNTY TAX LEVY SCHEDULE 2009

Tax Levies per \$1,000 Assessed Valuation

	<u>Taxing Jurisdiction (within USD 501 area)</u>	<u>Mill Levy</u>	<u>% of Total Levy</u>
1.	Shawnee County	40.965	28.1%
2.	City of Topeka	32.592	22.3%
3.	USD 501 (Topeka)	54.429	37.3%
4.	Washburn University	3.316	2.3%
5.	Topeka-Shawnee County Public Library	9.018	6.2%
6.	MTTA (Transit)	4.404	3.0%
7.	MTAA (Airport)	<u>1.293</u>	<u>0.9%</u>
	Total	146.017	100%

	<u>Taxing Jurisdiction (within USD 345 area)</u>	<u>Mill Levy</u>	<u>% of Total Levy</u>
1.	Shawnee County	40.965	28.7%
2.	City of Topeka	32.592	22.8%
3.	USD 345 (Seaman)	51.320	35.9%
4.	Washburn University	3.316	2.3%
5.	Topeka-Shawnee County Public Library	9.018	6.3%
6.	MTTA (Transit)	4.404	3.1%
7.	MTAA (Airport)	<u>1.293</u>	<u>0.9%</u>
	Total	142.908	100%

Note: State of Kansas mill levy = 1.500

Source: Shawnee County Clerk's Office



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 11, 2012

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DATE:	October 16, 2012	
CONTACT PERSON:	Bill Fiander	DOCUMENT #:
SECOND PARTY/SUBJECT:	Topeka Rescue Mission (PUD12/5)	PROJECT #:
CATEGORY/SUBCATEGORY	013 Ordinances - Codified / 161 Comprehensive Zoning Cases	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by City Manager Jim Colson 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 at the northeast corner of NE Quincy Street and NE Curtis Street from "I-2" Heavy Industrial District TO "PUD" Planned Unit Development District ("X-2" Mixed Use District base zoning use group and also permitting a crisis center type II, churches and places of worship, boarding and lodging houses, group homes, farmers markets, pet shops/small animal clinics, and multi-family dwelling of more than four units per building or more than twelve units per acre). First Reading. (PUD12/5) (Council District No. 2)

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

(Approval would allow Topeka Rescue Mission to convert this industrial zoned property with two buildings to mixed use zoning and allow them to provide a wide range of services to homeless persons, including having them as overnight guests.)

POLICY ISSUE:

The Topeka Rescue Mission provides a vital community service by providing for immediate needs for homeless persons and assisting them with more mid-term needs so they may return back to being contributing members of our community. This PUD Rezoning is necessary for them to expand their operations from the existing facility at 600 N. Kansas Avenue. During periods of inclement weather the Topeka Rescue Mission has more homeless overnight guests than they can accommodate.

STAFF RECOMMENDATION:

Staff is requesting the Governing Body move to adopt the ordinance.

Item #17

BACKGROUND:

The Planning Department recommended approval in their staff report to the Planning Commission. The Planning Commission reviewed the petition at their September 17, 2012 public hearing and also recommended approval to the Council by a vote of 8-0-1.

On April 17, 2012, the City Council approved a rezoning to "X-2" Mixed Use and a Conditional Use Permit that would allow the Topeka Rescue Mission to have an intake center for homeless persons at 206 NW Norris Street. About the same time the Topeka Rescue Mission was contacted by Bailey Moving and Storage to see if they were interested in their site, which is the subject of this PUD Rezoning. The Topeka Rescue Mission felt their best option would be to relocate their proposed intake center for homeless persons to the old Bailey Moving and Storage site. The former site located at 206 NW Norris Street will be used for their bulk food storage and distribution services which is also allowed with their zoning.

BUDGETARY IMPACT:

There is no impact on the City's budget

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

[Ordinance](#)

[Map](#)

[Zoning Map](#)

[Summary](#)

[Staff Report](#)

[Planning Commission Minutes](#)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Jim Colson 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 the northeast corner of NE Quincy Street and NE Curtis Street from "I-2" Heavy Industrial District TO "PUD" Planned Unit Development District ("X-2" Mixed Use District base zoning use group and also permitting a crisis center type II, churches and places of worship, boarding and lodging houses, group homes, farmers markets, pet shops/small animal clinics, and multi-family dwelling of more than four units per building and/or more than twelve units per acre).
(PUD12/5) (Council District No. 2)

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS:

Section 1. That the "District Map" referred to and made a part of the Zoning Ordinance by Section 18.50.050 of the Topeka Municipal Code (TMC), be and the same is hereby amended, by reclassifying the following described property:

A PART OF LOTS 70 AND 72 ON QUINCY STREET AND A PART OF LOTS 69, 71 AND 73 ON MONROE STREET, AND A PART OF A VACATED ALLEY ADJACENT TO SAID LOTS, ALL IN EUGENE, COMMONLY CALLED NORTH TOPEKA, SHAWNEE COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 70 ON QUINCY STREET; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOTS 70 AND 72 ON QUINCY STREET ON AN ASSUMED BEARING OF N18°26'02"E, 111.67 FEET, (111.72 FEET DESCRIBED); THENCE S82°12'01"E, 183.20 FEET, (183.23 FEET DESCRIBED) TO A POINT ON THE CENTER LINE OF SAID VACATED ALLEY, WHICH POINT IS DESCRIBED AS 75.0 FEET SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILWAY COMPANY; THENCE S18°32'31"W, ALONG THE CENTER LINE OF SAID VACATED ALLEY, 12.0 FEET; THENCE S84°21'59"E, 184.19 FEET TO A POINT ON THE EAST LINE OF SAID LOT 73 ON MONROE; THENCE S18°28'41" W ALONG THE EAST LINE OF SAID LOTS 69, 71 AND 73 A DISTANCE OF 173.80 FEET TO THE SOUTHEAST CORNER OF SAID LOT 69 AND MONROE; THENCE N71°38'35" W 359.51 FEET TO THE POINT OF BEGINNING.

Section 2. The development of the site is from "I-2" Heavy Industrial District **TO** "PUD" Planned Unit Development District ("X-2" Mixed Use District base zoning use group and also permitting a crisis center type II, churches and places of worship, boarding and lodging houses,

group homes, farmers markets, pet shops/small animal clinics, and multi-family dwelling of more than four units per building and/or more than twelve units per acre).

Subject to:

1. Use and compliance of the site in accordance with the recorded Master Planned Unit Development Plan for Topeka Rescue Mission.

Section 3. The PUD Master Plan for Topeka Rescue Mission shall be recorded with the Shawnee County Register of Deeds in accordance with Section 18.190.060(b) of the Topeka Municipal Code (TMC). Following the recording of the PUD Master Plan and prior to any building and/or land development on the site, a site development plan shall be submitted for review and administrative approval by the Planning Director.

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

Section 5. This Ordinance Number shall be fixed upon the "District Map".

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND APPROVED by the Governing Body, _____.

William W. Buntten, Mayor

ATTEST:

Brenda Younger, City Clerk

CITY OF TOPEKA PLANNING DEPARTMENT

SUMMARY REPORT

RE: PUD12/5 TOPEKA RESCUE MISSION (PUD REZONING)

This is a request from Barry Feaker, Executive Director of Topeka Rescue Mission, to rezone property they recently purchased from Bailey Moving and Storage at the northeast corner of NE Quincy Street and NE Curtis Street. They are proposing to rezone this 1.16-acre parcel from “I-2” Heavy Industrial to “PUD” Planned Unit Development (a customized zoning district) with mixed uses including those customarily associated with a facility providing short-term and mid-term services for homeless persons.

On April 17, 2012, the City Council approved a rezoning to “X-2” Mixed Use and a Conditional Use Permit that would allow the Topeka Rescue Mission to have an intake center for homeless persons at 206 NW Norris Street. At about the same time, the Topeka Rescue Mission was contacted by Bailey Moving and Storage to see if they were interested in their site, which is located at the northeast corner of NE Quincy Street and NE Curtis Street. After careful study of their options, the Topeka Rescue Mission felt their best option would be to relocate their proposed intake center, for homeless persons, to the old Bailey Moving and Storage site. The Topeka Rescue Mission could utilize the site at 206 NW Norris Street for their bulk food storage and food distribution services. This usage is permissible with their current zoning. The two existing commercial buildings at the new site are more suitable for modifying to fit their needs and are also closer and more convenient to the main facility at 600 NE Kansas Avenue, which will only be 250 feet away to the west.

This new site is heavily influenced by four intensive land uses: the Kansas River levee located about 200 feet to the south, the Cargill grain elevators directly to the north, BNSF railroad property just to the north of the grain elevators, and the elevated Kansas Avenue Bridge about 100 feet to the west. An e-mail has been forwarded from the operators of the grain elevator and it states that their board of directors supports the expansion of the Topeka Rescue Mission to this new site.

The Topeka Rescue Mission has an excellent track record of fitting in and being a good neighbor in this neighborhood of intense land uses. This extension of their facilities, to the east, should be a good re-use of the Bailey Moving and Storage site. No opposition to this PUD Rezoning has been received by the Planning Department.

The Planning Department recommended approval of this PUD rezoning to the Planning Commission. At the September 17th public hearing, the Planning Commission unanimously recommended approval of the PUD rezoning to the City Council.

September 17, 2012
Agenda Item #F-2

ZONING REPORT

CITY OF TOPEKA PLANNING DEPARTMENT

CASE NO: PUD12/5 Topeka Rescue Mission PUD

by: Barry Feaker, Executive Director
Topeka Rescue Mission

PROPOSAL: A request to amend the District Zoning Classification from “I-2” Heavy Industrial District to “PUD” Planned Unit Development District (with an “X-2” Mixed Use group plus a crisis center type II, churches and places of worship, boarding and lodging houses, group homes, farmers markets, pet shops/small animal clinics, and multi-family dwelling of more than four units per building and/or more than twelve units per acre).

LOCATION: At the northeast corner of NE Quincy Street and NE Curtis Street.

PRESENT USE: The subject property is 1.16 acres in size and there are two existing commercial/industrial buildings and one old residential home on the site. All of the buildings are empty at this time.

PROPOSED USE: A crisis center type II including an intake center with facilities for providing temporary food and shelter and related services so homeless persons may transition back into the community. The two existing commercial buildings would be modified for new crisis center type II uses while the old home would be demolished and used for future expansion.

BACKGROUND/EXISTING CONDITIONS: The subject property has been zoned “I-2” Heavy Industrial District as far back as the City’s zoning records go.

CHARACTER OF NEIGHBORHOOD: This neighborhood is heavily influenced by four intensive land uses: the Kansas River levee located 200 feet south of the subject site, the Cargill grain elevators directly to the north of the site, BNSF railroad property with heavily traveled railroad lines just to the north of the grain elevators, and the elevated Kansas Avenue Bridge located about 100 feet west of the site. Just to the west of the Kansas Avenue Bridge are other existing facilities owned and operated by the Topeka Rescue Mission.

ZONING CLASSIFICATION AND USE OF SURROUNDING PROPERTIES:

	ZONING CLASSIFICATION	PRESENT LAND USE
North:	”I-2” Heavy Industrial District	Grain elevators and then railroad uses
South:	”I-2” Heavy Industrial District	Storage uses and then a levee
East:	”I-2” Heavy Industrial District	Vacant industrial tract (owned by Cargill)
West:	ROW then “I-2” Heavy Industrial District	Parking area and then the Kansas Avenue Bridge

LENGTH OF TIME PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER PRESENT CLASSIFICATION: The subject property’s two commercial/

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industrial buildings have been used by Bailey Moving & Storage for approximately the last 40 years while an old house in the southeast corner of the site has been more recently abandoned and boarded up.

SUITABILITY OF PROPERTY FOR USES TO WHICH IT HAS BEEN RESTRICTED: The site's present classification is still consistent with the established pattern of zoning and land uses in the area but the proposed uses may be just as appropriate due to the surrounding land uses and the other nearby facilities of the Topeka Rescue Mission.

CONFORMANCE TO COMPREHENSIVE PLAN: The Historic North Topeka Plan's Future Land Use Map designates this area east of the Kansas Avenue Bridge as "Industrial" and the area west of this bridge as "Mixed Use – North Crossings". Since this Plan was adopted in 1999, this area has been in transition and this proposal is thus considered to be consistent with the Comprehensive Plan.

THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES: The proposed amendment would permit the subject property to develop consistent with the established pattern of zoning and land uses in the area and the proposed changes should have not have any negative impacts on nearby properties.

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: As no detrimental results are anticipated there would appear to be no particular gain to the public health, safety, and welfare by maintaining the present restrictions.

AVAILABILITY OF PUBLIC SERVICES: All essential public utilities, services and facilities are presently available to this property and will not be overburdened by this proposal.

COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS:

Application: Complete.

Minimum Lot Area: Compliant.

Setbacks: Compliant.

Platting: Compliant.

CONCERNS OF STAFF AND REVIEWING AGENCIES: This request has been submitted to all applicable reviewing agency staff for consideration and comment. The outside reviewing staff had no concerns related to the proposed zoning changes for this project other than those that will be addressed during the site plan and building permit review stages.

ADDITIONAL FACTORS:

1. Neighborhood Improvement Association: North Topeka East (inactive).

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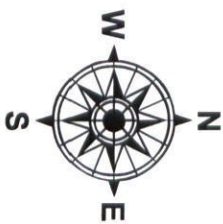
2. Capitol Plaza Area: Not applicable.
3. Flood Hazard Area: Not applicable.
4. Airport Hazard Area: Not applicable.
5. Historic Properties: Not applicable.

STAFF RECOMMENDATION:

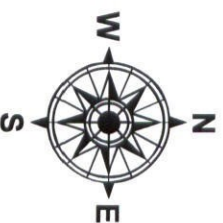
Based upon the above findings and analysis Planning Staff recommends **APPROVAL** of the proposal subject to the following conditions:

1. Use and development of the site in substantial accordance with the recorded PUD Master Plan of the Topeka Rescue Mission Planned Unit Development Plan.

Prepared by: Bill Hoover, AICP
Planner III



PUD12/5 TOPEKA RESCUE MISSION



PUD12/5 TOPEKA RESCUE MISSION

**Minutes of the
Topeka Planning Commission
Monday, September 17, 2012**

PUD 12/5 Topeka Rescue Mission Planned Unit Development by Barry Feaker, Executive Director requesting to amend the District Zoning Classification from "I-2" Heavy Industrial District **TO** "PUD" Planned Unit Development ("X-2" District use group; including: Crisis Center Type II, group home, farmers markets, pet shops/small animal clinics, multi-family residential dwelling units (exceeding four per building and a density of 12 per acre), boarding and lodging houses, and religious uses on property located at the northeast corner of NE Quincy and NE Curtis Streets. **(Hoover). Kevin Beck left the room.**

Discussion by members: David Thurbon summarized the staff report. Mr. Thurbon explained a similar request was approved for the north side of the railroad tracks. This is the same request however on the south side of the tracks.

Peter Hancock asked why there was a new request if previous request was approved. Mr. Thurbon explained that the new proposal would better serve the Topeka Rescue Mission.

Proponents:

Barry Feaker, Executive Director for the Topeka Rescue Mission, spoke in favor of the proposal. Mr. Feaker explained that the proposed property became available for purchase after they had initiated the zoning on the other property and that they have purchased the new property which they felt better suits their needs. The other property that was recently rezoned would be used for their food storage and distribution if the new PUD was approved. The proposed PUD would emphasize safety of residents and recipients. Mr. Feaker further explained the proposed property would afford collaboration of surrounding resources and expansion capability. Mr. Feaker also explained the existing properties would be less costly to repair and maintain.

No one spoke in opposition to the proposal. Brett Klausman moved to approval as requested by the applicant, seconded by Dennis Haugh. **APPROVAL. (8-0-1)**



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 11, 2012

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DATE:	October 16, 2012	
CONTACT PERSON:	Bill Fiander/Bill Hoover	DOCUMENT #:
SECOND PARTY/SUBJECT:	Topeka Rescue Mission V12A/3	PROJECT #:
CATEGORY/SUBCATEGORY	014 Ordinances – Non-Codified / 006 Vacations	
CIP PROJECT:	No	
ACTION OF COUNCIL:	JOURNAL #:	PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by City Manager Jim Colson relating to the vacation of platted alley public rights-of-way on property located directly north of NE Curtis Street, approximately halfway between NE Quincy Street and NE Monroe Street, City of Topeka, Shawnee County, Kansas. First Reading. (V12A/3) (Council District No. 2)

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

(Approval would allow the Topeka Rescue Mission to vacate an alley internal to their new site and replace it with a utility easement and use the site for bicycle parking, automobile parking, and a fenced-in children's play area.)

POLICY ISSUE:

The proposed petition to vacate this alley and replace it with a utility easement has been submitted to applicable City Departments and utility providers for their review and no objections to this petition have been received. The Topeka Rescue Mission provides a vital community service by providing for immediate needs for homeless persons and assisting them with more mid-term needs so they may return back to being contributing members of the community.

The vacation of the alley is important to expand operations from the existing facility at 600 N. Kansas Avenue to the new site located at the northeast corner of NE Quincy Street and NE Curtis Street and will allow them to use the new site much more efficiently.

STAFF RECOMMENDATION:

Staff is requesting that the Council move to adopt the ordinance.

Item #18

BACKGROUND:

On April 17, 2012, the City Council approved a rezoning to "X-2" Mixed Use and a Conditional Use Permit that would allow the Topeka Rescue Mission to have an intake center for homeless persons at 206 NW Norris Street. About the same time the Topeka Rescue Mission was contacted by Bailey Moving and Storage to see if they were interested in their site, which is located at the northeast corner of NE Quincy Street and NE Curtis Street. The Topeka Rescue Mission felt their best option would be to relocate their proposed intake center for homeless persons to the old Bailey Moving and Storage site. The former site located at 206 NW Norris Street will be used for their bulk food storage and distribution services which is also allowed with their zoning.

BUDGETARY IMPACT:

There is no impact on the City's budget.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

[Ordinance](#)

[Summary](#)

[Aerial Map](#)

[Site Plan](#)

[Public Hearing Notice](#)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Jim Colson relating to the vacation of platted alley public rights-of-way on property located directly north of NE Curtis Street, approximately halfway between NE Quincy Street and NE Monroe Street, City of Topeka, Shawnee County, Kansas. **(V12A/3) (Council District No. 2)**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS:

Section 1. That pursuant to the requirements of K.S.A. 12-504 as amended, a petition by Barry Feaker, Executive Director of Topeka Rescue Mission, as property owner, has been filed with the office of the City Clerk, requesting the vacation of the following described platted alley public rights-of-way located within the City of Topeka, Shawnee County, Kansas:

That part of the Alley between NE Quincy Street and NE Monroe Street lying North of Curtis Street in Eugene's Addition to the City of Topeka, Shawnee County, Kansas being described as follows: Beginning at the Southeast corner of Lot 70 on NE Quincy Street in said Eugene's Addition; thence N18°32'31"E along the East line of lots 70 and 72 a distance of 143.37 feet; thence S82°12'01"E, 10.18 feet to the centerline of said Alley; thence along the centerline of said Alley S18°32'31"W, 12.00 feet; thence S84°21'59"E, 10.26 feet to a point on the West line of Lot 71 on Monroe Street; thence S18°32'31"W along the West line of Lots 69 and 71 on Monroe Street a distance of 135.50 feet to the intersection of the East line of said alley and the North line of said NE Curtis Street; thence N71°38'35"W, 20.00 feet to the Point of Beginning.

Section 2. That said petition has been duly published for two (2) consecutive weeks in a newspaper of general circulation and on October 16, 2012, the petition is ready for determination by the Governing Body of the City of Topeka, Kansas.

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

- a. Legal notice was given as required by K.S.A. 12-504 as amended.
- b. No private rights will be injured or endangered by such vacation.
- c. The public will suffer no loss or inconvenience by such vacation.

Section 4. That the Governing Body of the City of Topeka does hereby find that justice requires the petition of vacation be granted and does hereby order the vacation of the below

described platted alley public rights-of-way located within the City of Topeka, Kansas:

That part of the Alley between NE Quincy Street and NE Monroe Street lying North of Curtis Street in Eugene's Addition to the City of Topeka, Shawnee County, Kansas being described as follows: Beginning at the Southeast corner of Lot 70 on NE Quincy Street in said Eugene's Addition; thence N18°32'31"E along the East line of lots 70 and 72 a distance of 143.37 feet; thence S82°12'01"E, 10.18 feet to the centerline of said Alley; thence along the centerline of said Alley S18°32'31"W, 12.00 feet; thence S84°21'59"E, 10.26 feet to a point on the West line of Lot 71 on Monroe Street; thence S18°32'31"W along the West line of Lots 69 and 71 on Monroe Street a distance of 135.50 feet to the intersection of the East line of said alley and the North line of said NE Curtis Street; thence N71°38'35"W, 20.00 feet to the Point of Beginning.

Section 5. That the Governing Body of the City of Topeka does hereby find that justice further requires the provision for the retention of a utility easement over the described property as set forth in Section 4 and does hereby order the retention of the below described area as a utility easement:

That part of the Alley between NE Quincy Street and NE Monroe Street lying North of Curtis Street in Eugene's Addition to the City of Topeka, Shawnee County, Kansas being described as follows: Beginning at the Southeast corner of Lot 70 on NE Quincy Street in said Eugene's Addition; thence N18°32'31"E along the East line of lots 70 and 72 a distance of 143.37 feet; thence S82°12'01"E, 10.18 feet to the centerline of said Alley; thence along the centerline of said Alley S18°32'31"W, 12.00 feet; thence S84°21'59"E, 10.26 feet to a point on the West line of Lot 71 on Monroe Street; thence S18°32'31"W along the West line of Lots 69 and 71 on Monroe Street a distance of 135.50 feet to the intersection of the East line of said alley and the North line of said NE Curtis Street; thence N71°38'35"W, 20.00 feet to the Point of Beginning.

Section 6. The City Clerk is hereby directed to certify a copy of this ordinance to the Shawnee County Register of Deeds Office for appropriate recording.

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

PASSED AND APPROVED by the Governing Body, _____.

William Buntin, Mayor

ATTEST:

Brenda Younger, City Clerk

CITY OF TOPEKA PLANNING DEPARTMENT

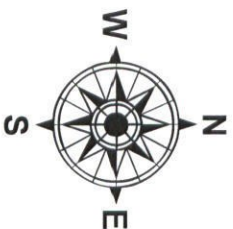
SUMMARY REPORT

RE: V12A/3 TOPEKA RESCUE MISSION (ALLEY VACATION)

This is a petition from Barry Feaker, Executive Director of Topeka Rescue Mission requesting the vacation of a platted alley and replacing it with a utility easement on property located directly north of NE Curtis Street, approximately halfway between NE Quincy Street and NE Monroe Street. This 20-foot wide alley splits the property that was recently purchased by Topeka Rescue Mission from Bailey Moving and Storage. The new site is proposed to act as Topeka Rescue Mission's intake center for homeless persons with related uses.

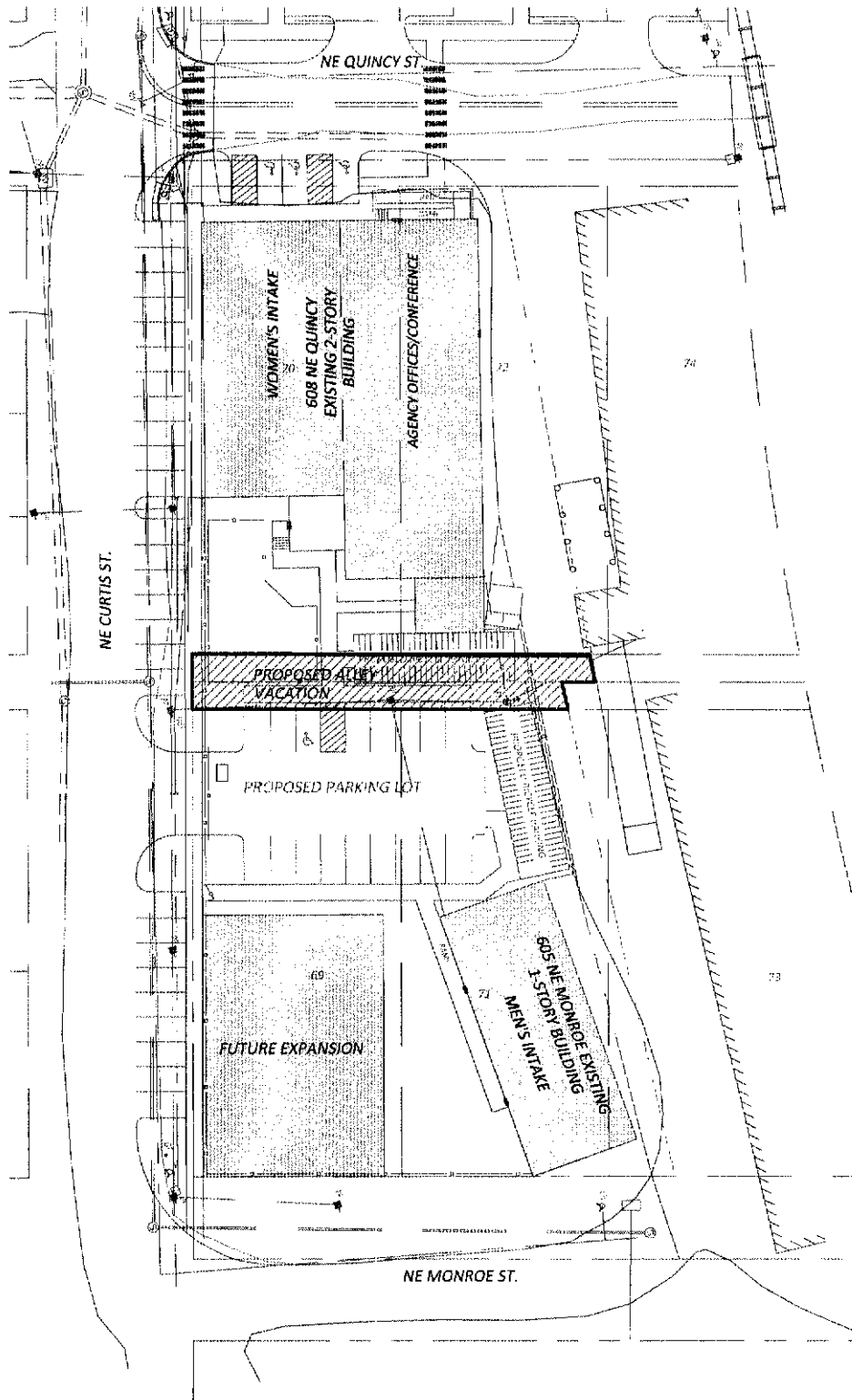
This alley is not being used for an access to the grain elevators to the north as their property obtains access via both NE Quincy Street and NE Monroe Street. Several power lines are in this alley but those will not be affected as a utility easement will replace the alley. Topeka Rescue Mission's site plan shows the alley area proposed for vacation to be utilized for bicycle parking, automobile parking, and a fenced-in children's play area.

This petition has been sent out to other City Departments and utility providers for their review and comment. ~~and the~~ The City staff has received no objections to this vacation petition. **The Planning Department recommends that the Governing Body initiate the vacation of this alley and replace it with a utility easement.**



V12A/3 TOPEKA RESCUE MISSION

TOPEKA RESCUE MISSION ALLEY VACATION



Scale: 1"=60'



Prepared for :

The Topeka Rescue Mission
600 N. Kansas Ave.
Topeka, KS 66608

**Schmidt, Beck & Boyd
Engineering, LLC**

1415 SW TOPEKA BLVD. | TOPEKA, KANSAS 66612
785.215.8630 | 785.215.8634 (F)

12-042

Date :
September 20, 2012

Please have the attached published in the Topeka Metro News in the Legal Advertising Section on September 24, 2012 and again on October 1, 2012.

IN THE MATTER OF THE PROPOSED VACATION OF:

Vacation of a platted alley public rights-of-way on property located directly north of NE Curtis Street, approximately halfway between NE Quincy Street and NE Monroe Street, City of Topeka, Shawnee County, Kansas. **(V12A/3) (Council District No. 2)**

NOTICE OF PUBLIC HEARING

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

To Whom It May Concern:

Public notice is hereby given that a petition has been filed with the City Clerk by Barry Feaker, Executive Director of Topeka Rescue Mission, as property owner, praying that part of the Alley between NE Quincy Street and NE Monroe Street lying North of Curtis Street in Eugene's Addition to the City of Topeka, Shawnee County, Kansas being described as follows: Beginning at the Southeast corner of Lot 70 on NE Quincy Street in said Eugene's Addition; thence N18°32'31"W along the East line of lots 70 and 72 a distance of 143.32 feet; thence S82°12'01"E, 10.18 feet to the centerline of said Alley; thence along the centerline of said Alley S18°32'31"E, 12.00 feet; thence S84°21'59"E, 10.26 feet to a point on the West line of Lot 71 on Monroe Street; thence S18°32'31"E along the West line of Lots 69 and 71 on Monroe Street a distance of 135.50 feet to the intersection of the East line of said alley and the North line of said NE Curtis Street; thence N71°38'35"W, 20.00 feet to the Point of Beginning.

The petition will be presented to the Council of the City of Topeka for hearing on October 16, 2012, at 6:00 P.M. or as soon thereafter as the same may be heard in the City Council Chambers, Municipal Building, 2nd Floor, 8th and Monroe Streets, Topeka, Kansas, at which time and place all interested persons may appear and be heard, either for or against granting the prayer of said Petition.

**BY THE GOVERNING BODY,
CITY OF TOPEKA, KANSAS**



A Capital City Government Working For You...

www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

September 10, 2012

Back Print

DATE:	October 16, 2012	
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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