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City Council Agenda

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

December 18, 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:**
"Terry's All-Stars Day"
2. **PRESENTATIONS:**
"None scheduled at this time."
3. **ROLL CALL:**
4. **CONSENT AGENDA:**

A. Board Appointment - Topeka Housing Authority Board of Commissioners

 [ATTACHMENTS](#)

BOARD APPOINTMENT recommending the appointment of Robert Bugg to the Topeka Housing Authority Board of Commissioners for a term ending December 31, 2016. *(Council District No. 5)*

B. Board Appointment - Topeka Housing Authority Board of Commissioners

BOARD APPOINTMENT recommending the re-appointment of Gary Yager to the Topeka Housing Authority Board of Commissioners for a term ending December 31, 2016. *(Three-Mile Extraterritorial Jurisdiction)*

C. Board Appointment - Topeka Landmarks Commission

 [ATTACHMENTS](#)

BOARD APPOINTMENT recommending the appointment of Amber Bonnett to the Topeka Landmarks Commission for a term ending December 31, 2015. *(Council District No. 1)*

D. Board Appointment - Board of Building and Fire Appeals

BOARD APPOINTMENT recommending the re-appointment of Dan Rowe to the Board of Building and Fire Appeals for a term ending December 31, 2014. *(Council District No. 5)*

E. Board Appointment - Board of Building and Fire Appeals

BOARD APPOINTMENT recommending the re-appointment of Keith Finney to the Board of Building and Fire Appeals for a term ending December 31, 2014. *(Council District No. 8)*

F. Board Appointment - Board of Building and Fire Appeals

BOARD APPOINTMENT recommending the re-appointment of Steve Mohan to the Board of Building and Fire Appeals for a term ending December 31, 2014. *(Council District No. 7)*

G. Board Appointment - Board of Electrical Appeals

BOARD APPOINTMENT recommending the re-appointment of Jim Grunewald to the Board of Electrical Appeals for a term ending December 31, 2014. *(Council*

District No. 5)

H. Board Appointment - Board of Electrical Appeals

BOARD APPOINTMENT recommending the re-appointment of Dave Krug to the Board of Electrical Appeals for a term ending December 31, 2014. (Council District No. 6)

I. Board Appointment - Board of Electrical Appeals

BOARD APPOINTMENT recommending the re-appointment of William Brown to the Board of Electrical Appeals for a term ending December 31, 2014. (Council District No. 6)

J. Board Appointment - Board of Electrical Appeals

BOARD APPOINTMENT recommending the re-appointment of Shawn Smith to the Board of Electrical Appeals for a term ending December 31, 2014. (Council District No. 7)

K. MINUTES of the regular meeting of December 11, 2012

L. APPLICATIONS:

5. UNFINISHED BUSINESS:

A. Ordinance - Possession of Firearms/Misdemeanors



[ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager Jim Colson, concerning possession of a firearm during certain misdemeanors, creating City of Topeka Code Section 9.40.045. Final Reading.

(Approval would allow for suspects to be charged with the additional violation of possessing a firearm while committing certain misdemeanor crimes.)

B. Ordinance - Compliance with State Smoking Prohibition Statutes



[ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager Jim Colson, concerning the prohibition of smoking in public places, amending City of Topeka Code Sections 8.20.020, 8.20.030, 8.20.070, 8.20.080, 8.20.110, 8.20.120 and 8.20.130 and specifically repealing said original sections, as well as, repealing in its entirety Section 8.20.140. Final Reading.

(Approval would amend current City ordinance to comply with current State statutes.)

C. Ordinance - Business Licenses - Payment of Real Estate Taxes



[ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager Jim Colson, amending City of Topeka Code Section 5.05.090 concerning business licenses and real estate taxes and specifically repealing said original section. Final Reading.

(City ordinance requires denial/revocation of a business license when there are delinquent real estate taxes on the property. Approval would create an exception when the license applicant is a tenant and has no control over the payment of delinquent real estate taxes.)

D. Ordinance - Redistricting City Council Boundaries



[ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager Jim Colson, amending City of Topeka Code Section 2.15.090, concerning redistricting and specifically repealing said original section and Ordinance No. 19779. Final Reading.

(Approval would amend the redistricting ordinance passed November 20, 2012, to add a precinct to Ward 13 in District 8. Precinct 4 is currently unpopulated. However, the

Shawnee County Election Commissioner has requested that the Council include this precinct in the event people move into this area.)

6. NEW BUSINESS:

A. Final Plat - Berroth Subdivision (P12/13)



[ATTACHMENTS](#)

A FINAL PLAT for Berroth Subdivision located at the southeast corner of NW West Street and NW 5th Street extended in the City of Topeka, Shawnee County, Kansas. (P12/13)

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

(Approval would accommodate a 3-lot subdivision for single-family residential uses.)

B. Ordinance - Weekly Expenditures - November 3-30, 2012



[ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager Jim Colson, allowing and approving City expenditures for the period of November 3, 2012, through November 30, 2012, and enumerating said expenditures therein. First and Final Reading.

(Approving expenditures in the amount of \$14,889,769.38.)

C. Resolution - 2013-2017 Capital Improvement Program and 2013-2014 Capital Improvement Budget



[ATTACHMENTS](#)

A RESOLUTION introduced by City Manager Jim Colson, authorizing and adopting for the City of Topeka, Kansas, the 2013-2017 Capital Improvement Program and the 2013-2014 Capital Improvement Budget.

(Approval would establish the two-year Capital Improvement Budget and the five year Capital Improvement Program.)

D. Labor Agreement - IAFF Local No. 83



[ATTACHMENTS](#)

APPROVAL of a three-year labor agreement between the City of Topeka and the International Association of Fire Fighters (IAFF) Local Union No. 83.

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

(Approval of this agreement would provide guidelines for management and employees in the bargaining unit. Term of the agreement is 2013 through 2015.)

E. Labor Agreement - Water AFSCME, Local No. 1294



[ATTACHMENTS](#)

APPROVAL of a three-year labor agreement between the City of Topeka and Water Department ASFCME, Local Union No. 1294.

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

(Approval of this agreement would provide guidelines for management and employees in the bargaining unit. Term of agreement is from 2013 through 2015.)

F. 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.)

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

November 27, 2012

Back Print

DATE:	December 18, 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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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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November 27, 2012

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

DOCUMENT DESCRIPTION:

"Terry's All-Stars Day"

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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

DOCUMENT DESCRIPTION:

"None scheduled at this time."

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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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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Council Chambers
214 SE 8th Street
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October 18, 2012

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DATE:	December 18, 2012	
CONTACT PERSON:	Mayor Bunten	DOCUMENT #:
SECOND PARTY/SUBJECT:	Topeka Housing Authority Board of Commissioners	PROJECT #:
CATEGORY/SUBCATEGORY	006 Communication / 003 Requests	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Robert Bugg to the Topeka Housing Authority Board of Commissioners for a term ending December 31, 2016. *(Council District No. 5)*

POLICY ISSUE:

Not Applicable.

STAFF RECOMMENDATION:

Mayor Bunten is recommending the appointment of Robert Bugg for a term that would end December 31, 2016. A bio is attached for review.

BACKGROUND:

KSA 17- 2341 et seq, and Ordinance 7420. This is a statutory board wherein the Mayor recommends the appointment and the City Council has final approval. The Topeka Housing Authority Board of Commissioners plans and studies the housing needs of Topeka, and provides recommendations to city officials.

BUDGETARY IMPACT:

Not Applicable.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

[Bugg Bio](#)

Item #6

Kansas African-American Affairs Commission

* Interim Director - March 31-August 1, 2003

Robert Bugg & Associates

* Consultant

CITY OF TOPEKA

Special Assistant to the Mayor and Chief Administrative Officer, 1997 - September, 2000

- * Advise the mayor and chief administrative officer on affirmative action and EEO issues
- * Recruitment of minority and female applicants for vacant positions and monitoring the city's utilization of protected classes
- * Developing a community relations program to provide outreach to community organization
- * Interacting with employees and citizens about employment concerns, providing information about counseling and career development
- * Representing the mayor in the community at events, meeting with citizens and working on special projects
- * Develop welfare to work initiatives
- * Develop entrepreneurial initiatives for women and people of color
- * Established diversity and race relations initiatives

CITY OF TOPEKA

Human Resources/Personnel Director, 1987 - 1997

- * Oversee affirmative action and diversity
- * Establish, plan, direct, coordinate and administer labor and personnel programs for all departments of the city including, collective bargaining, classification, benefits, placements, training and development, health and safety and sexual and discrimination investigations
- * Oversight of the Human Relations Director

STATE OF KANSAS

Director of Vehicles, Department of Revenue, 1982 - 1987

- * Directed issuance of Driver's License and Titles for the State of Kansas
- * Supervision of 575 employees and six bureaus
- * Worked with the Legislature, Medical Advisory Board and Dealer Licensing Board

BIG BROTHERS/BIG SISTERS OF TOPEKA, INC.

Executive Director, 1970 - 1982

- * Founder and administrator of seven staff members and 500 volunteers and children
- * The volunteers worked with children from one-parent homes for the purpose of preventing juvenile delinquency

EAST TOPEKA UNITED METHODIST CHURCH

Director of Youth Counseling, 1969 - 1970

- * Regular assignments included parent/child counseling
- * Develop and supervise drop-in center
- * Develop and supervised a Friendship Tutoring Program

TOPEKA HUMAN RELATIONS COMMISSION

Field Liaison, 1968 - 1969

- * Primarily involved in handling discriminatory practices in housing complaints
- * Investigated illegal employment practices
- * Improving relationships between children, parents and school officials

TOPEKA POLICE DEPARTMENT

Patrolman, 1966 - 1968

- * Served as a patrolman
- * Directed a community relations center

KANSAS RECEPTION AND DIAGNOSTIC CENTER

Correctional Officer, 1962 - 1966

- * Served as a correctional officer
- * Supervised inmates
- * Scheduled educational programs for rehabilitation

EDUCATION

Mediation Trainer

The University of Kansas, M.A. Public Administration - 1976

Washburn University, B.A. Corrections, 1974

Topeka High School, 1959

ORGANIZATIONAL HISTORY

Topeka Human Relations Commission, Chairperson

Topeka Housing Authority, Chairperson

Governor's Committee on Criminal Justice, Board Member

Governor's Advisory Committee on Juvenile Delinquency, Board Member

Big Brothers/Big Sisters of Topeka, Inc., Executive Director, Board Member, Founder

Director of Friendship Tutoring, Founder

Living The Dream, Inc., Founder

Topeka Police and Fire Civil Service, Chairperson

Better Business Bureau, Arbitrator

NAACP - Topeka Branch, Executive Board Member

NAACP - 1st Freedom Fund Banquet, Chairperson

Strategic Planning Committee U.S.D. #501



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Topeka, Kansas 66603

November 19, 2012

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DATE:	December 18, 2012	
CONTACT PERSON:	Mayor Bunten	DOCUMENT #:
SECOND PARTY/SUBJECT:	Topeka Housing Authority Board of Commissioners	PROJECT #:
CATEGORY/SUBCATEGORY	006 Communication / 003 Requests	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the re-appointment of Gary Yager to the Topeka Housing Authority Board of Commissioners for a term ending December 31, 2016. (Three-Mile Extraterritorial Jurisdiction)

POLICY ISSUE:

Not Applicable.

STAFF RECOMMENDATION:

Mayor Bunten is recommending the approval of the re-appointment of Gary Yager for a term that would end December 31, 2016. This is a statutory board, wherein the Mayor recommends and the Council has final approval. There is no official attendance policy, however, there have been fifty meetings. Mr. Yager has fourteen absences.

BACKGROUND:

KSA 17-2341. The Topeka Housing Authority Board of Commissioners plan and study the public housing needs of the city and they are the governing board of the Topeka Housing Authority. The Kansas Municipal Housing Act defines the "area of operation" of a Housing Authority as the municipality and the area within five miles of the territorial city boundaries thereof. Appointments may be made of any persons who reside within its boundaries, or area, and who are otherwise eligible for appointments under the Act.

BUDGETARY IMPACT:

Not Applicable.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

No Attachments Available

Item #7



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 20, 2012

Back Print

DATE:	December 18, 2012	
CONTACT PERSON:	Mayor Bunten	DOCUMENT #:
SECOND PARTY/SUBJECT:	Topeka Landmarks Commission	PROJECT #:
CATEGORY/SUBCATEGORY	006 Communication / 003 Requests	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Amber Bonnett to the Topeka Landmarks Commission for a term ending December 31, 2015. *(Council District No. 1)*

POLICY ISSUE:

Not Applicable.

STAFF RECOMMENDATION:

Councilman Manspeaker nominates and Mayor Bunten recommends the approval of the appointment of Amber Bonnett to the Topeka Landmarks Commission.

BACKGROUND:

Ordinance 18420 created the Topeka Landmarks Commission to advise the City Council on historic assets and to safeguard the architectural and cultural heritage of the community through the preservation of historic resources, landmarks and districts.

BUDGETARY IMPACT:

Not Applicable.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

[Bonnett Bio](#)

Item #8

It is my pleasure to be nominated to serve on the Landmarks Commission. Attached is my resume. I have a strong interest and background in history, design, archival preservation, and information science. A brief bio is below.

My name is Amber Bonnett. I have lived in Topeka for ten years, and have had the privilege of participating in several community building projects. My goal is to continue to participate in the growth of our community and preserve it's cultural and historical heritage.

I am currently a graduate student at Emporia State University as a 2012 graduate candidate for a Master of Library and Information Sciences degree. Before attending Emporia, I studied Art History and Architecture at OCU, and obtained my Bachelor's Degree in English Literature at Washburn University. I have organized and participated in fundraisers for historical preservation in Topeka, focusing on historical Holliday Park, the Jayhawk Tower, Downtown Topeka, and other landmarks and districts.

My interest in serving on the Landmarks Committee is to honor and commemorate the unique aspects of Topeka.

Sincerely,

Amber Bonnett



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

May 23, 2012

Back Print

DATE: December 18, 2012
CONTACT PERSON: Mayor Bunten DOCUMENT #:
SECOND PARTY/SUBJECT: Board of Building and Fire Appeals PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 003 Requests
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the re-appointment of Dan Rowe to the Board of Building and Fire Appeals for a term ending December 31, 2014. (*Council District No. 5*)

POLICY ISSUE:

Not Applicable.

STAFF RECOMMENDATION:

Deputy Mayor Wolgast nominates and Mayor Bunten recommends the approval of the re-appointment of Dan Rowe for a term that would end December 31, 2014. There is no official attendance policy, however, Mr. Rowe had one absence.

BACKGROUND:

Ordinance 18382. The Board of Building and Fire Appeals determines the suitability of alternate materials, methods and types of construction, and has the power to permit exceptions, variances or waivers that meet the intent of the adopted Topeka City Code.

BUDGETARY IMPACT:

Not Applicable.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

No Attachments Available

Item #9



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Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

May 23, 2012

Back Print

DATE: December 18, 2012
CONTACT PERSON: Mayor Bunten DOCUMENT #:
SECOND PARTY/SUBJECT: Board of Building and Fire Appeals PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 003 Requests
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the re-appointment of Keith Finney to the Board of Building and Fire Appeals for a term ending December 31, 2014. *(Council District No. 8)*

POLICY ISSUE:

Not Applicable.

STAFF RECOMMENDATION:

Councilwoman Hiller nominates and Mayor Bunten recommends the approval of the re-appointment of Keith Finney for a term that would end December 31, 2014. There is no official attendance policy, however, Mr. Finney has no absences.

BACKGROUND:

Ordinance 18382. The Board of Building and Fire Appeals determines the suitability of alternate materials, methods and types of construction, and has the power to permit exceptions, variances or waivers that meet the intent of the adopted Topeka City Code.

BUDGETARY IMPACT:

Not Applicable

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

No Attachments Available

Item #10



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Council Action Form

Council Chambers
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Topeka, Kansas 66603

December 4, 2012

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DATE:	December 18, 2012	
CONTACT PERSON:	Mayor Bunten	DOCUMENT #:
SECOND PARTY/SUBJECT:	Board of Building and Fire Appeals	PROJECT #:
CATEGORY/SUBCATEGORY	006 Communication / 003 Requests	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the re-appointment of Steve Mohan to the Board of Building and Fire Appeals for a term ending December 31, 2014. *(Council District No. 7)*

POLICY ISSUE:

Not Applicable.

STAFF RECOMMENDATION:

Councilwoman Hiller nominates and Mayor Bunten recommends the re-appointment of Steve Mohan for a term that would end December 31, 2014. There is no official attendance policy, however, Mr. Mohan has one absence.

BACKGROUND:

Ordinance 18382. The Board of Building and Fire Appeals determines the suitability of alternate materials, methods and types of construction, and has the power to permit exceptions, variances or waivers that meet the intent of the adopted Topeka City Code.

BUDGETARY IMPACT:

Not Applicable.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

No Attachments Available

Item #11



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Topeka, Kansas 66603

May 23, 2012

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DATE:	December 18, 2012	
CONTACT PERSON:	Mayor Bunten	DOCUMENT #:
SECOND PARTY/SUBJECT:	Board of Electrical Appeals	PROJECT #:
CATEGORY/SUBCATEGORY	006 Communication / 003 Requests	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the re-appointment of Jim Grunewald to the Board of Electrical Appeals for a term ending December 31, 2014. *(Council District No. 5)*

POLICY ISSUE:

Not Applicable.

STAFF RECOMMENDATION:

Deputy Mayor Wolgast nominates and Mayor Bunten recommends the approval of the re-appointment of Jim Grunewald for a term that would end December 31, 2014. There is no official attendance policy, however, Mr. Grunewald has three absences.

BACKGROUND:

Ordinance 18382. The Board of Electrical Appeals reviews and approves the issuance of licenses in accordance with the Topeka City Code. The board is empowered to hear and determine interpretations of applicable codes and to permit exceptions, variances or waivers therefrom, provided such exceptions, variances or waivers meet the intent of the adopted code.

BUDGETARY IMPACT:

Not Applicable.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

No Attachments Available

Item #12



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November 20, 2012

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CONTACT PERSON:	Mayor Bunten	DOCUMENT #:
SECOND PARTY/SUBJECT:	Board of Electrical Appeals	PROJECT #:
CATEGORY/SUBCATEGORY	006 Communication / 003 Requests	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the re-appointment of Dave Krug to the Board of Electrical Appeals for a term ending December 31, 2014. *(Council District No. 6)*

POLICY ISSUE:

Not Applicable.

STAFF RECOMMENDATION:

Deputy Mayor Wolgast nominates and Mayor Bunten recommends the approval of the re-appointment of Dave Krug for a term that would end December 31, 2014. There is no official attendance policy, however, Mr. Krug has one absence.

BACKGROUND:

Ordinance 18382. The Board of Electrical Appeals reviews and approves the issuance of licenses in accordance with the Topeka City Code. The board is empowered to hear and determine interpretations of applicable codes and to permit exceptions, variances or waivers therefrom, provided such exceptions, variances or waivers meet the intent of the adopted code.

BUDGETARY IMPACT:

Not Applicable.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

No Attachments Available

Item #13



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December 4, 2012

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SECOND PARTY/SUBJECT:	Board of Electrical Appeals	PROJECT #:
CATEGORY/SUBCATEGORY	006 Communication / 003 Requests	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the re-appointment of William Brown to the Board of Electrical Appeals for a term ending December 31, 2014. *(Council District No. 6)*

POLICY ISSUE:

Not Applicable.

STAFF RECOMMENDATION:

Councilwoman Hiller nominates and Mayor Bunten recommends the re-appointment of Mr. Brown for a term that would end December 31, 2014. There is no official attendance policy, however, Mr. Brown had no absences.

BACKGROUND:

Ordinance 18382. The purpose of the board is to review and approve the issuance of licenses in accordance with the Topeka City Code, and to hear and determine interpretations of applicable codes and to permit exceptions, variances or waivers, provided such exceptions, variances or waivers meet the intent of the adopted code.

BUDGETARY IMPACT:

Not Applicable.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

No Attachments Available

Item #14



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 4, 2012

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DATE:	December 18, 2012	
CONTACT PERSON:	Mayor Bunten	DOCUMENT #:
SECOND PARTY/SUBJECT:	Board of Electrical Appeals	PROJECT #:
CATEGORY/SUBCATEGORY	006 Communication / 003 Requests	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the re-appointment of Shawn Smith to the Board of Electrical Appeals for a term ending December 31, 2014. *(Council District No. 7)*

POLICY ISSUE:

Not Applicable.

STAFF RECOMMENDATION:

Councilwoman Hiller nominates and Mayor Bunten recommends the re-appointment of Shawn Smith for a term that would end December 31, 2014. There is no official attendance policy, however, Mr. Smith had two absences.

BACKGROUND:

Ordinance 18382. The purpose of the board shall be to review and approve the issuance of licenses in accordance with the Topeka City Code, and to hear and determine interpretations of applicable codes and to permit exceptions, variances or waivers, provided such exceptions, variances or waivers meet the intent of the adopted code.

BUDGETARY IMPACT:

Not Applicable.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

No Attachments Available

Item #15



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 27, 2012

Back Print

DATE:	December 18, 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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Council Action Form

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214 SE 8th Street
Topeka, Kansas 66603

November 27, 2012

Back Print

DATE:	December 18, 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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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 28, 2012

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DATE:	December 18, 2012	
CONTACT PERSON:	Dave Starkey, City Attorney	DOCUMENT #:
SECOND PARTY/SUBJECT:	Criminal Code/Possession of Firearms	PROJECT #:
CATEGORY/SUBCATEGORY	013 Ordinances - Codified / 054 Criminal Code	
CIP PROJECT:	No	
ACTION OF COUNCIL:	11-27-12 First Reading.	JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by City Manager Jim Colson, concerning possession of a firearm during certain misdemeanors, creating City of Topeka Code Section 9.40.045. Final Reading.

(Approval would allow for suspects to be charged with the additional violation of possessing a firearm while committing certain misdemeanor crimes.)

POLICY ISSUE:

Whether the Council will adopt the ordinance or not prohibiting possession of a firearm during the commission of certain misdemeanors.

STAFF RECOMMENDATION:

Staff recommends Council to move to adopt the ordinance.

BACKGROUND:

Until the 2012 UPOC was issued, the UPOC has always prohibited transporting a firearm in an occupied motor vehicle unless the firearm is unloaded and encased in a container. This provision was accidentally left out of the 2012 UPOC by the League of Kansas Municipalities.

As part of adopting the 2012 UPOC, the provision was reinserted. Some Councilmembers expressed concern that a law-abiding citizen would be unable to transport a loaded firearm in a vehicle if the citizen did not possess a concealed-carry license. As a result, the adoption of the 2012 UPOC was deferred.

Item #18

Chief Miller suggested an alternative to the firearm prohibition by making it illegal to possess a firearm during the commission of certain misdemeanors. In this way, loaded firearms in vehicles would be illegal only if one or more occupants had possessed the firearm during the commission of a crime.

BUDGETARY IMPACT:

No budgetary impact on the City.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

[Ordinance](#)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Jim Colson, concerning possession of a firearm during certain misdemeanors, creating City of Topeka Code §9.40.045.

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

Section 1. That The Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 9.40.045, which said section reads as follows:

Possession of firearm during commission of certain misdemeanors.

(a) Definitions:

(1) "Firearm" shall mean any weapon designed or having the capacity to propel a projectile by force of an explosion or combustion.

(2) "Possess" shall mean to have on one's person or within the person's immediate control.

(b) It shall be unlawful to possess a firearm during the commission or attempted commission of any of the following misdemeanors: battery, battery against a law enforcement officer, sexual battery, assault, assault of a law enforcement officer, unlawful restraint, violation of a protective order, stalking, theft, criminal trespass, disorderly conduct, endangerment, and possession of controlled substances prohibited by Chapter 9.50 TMC.

(c) Any person who violates section (b) within the corporate limits of the city shall be guilty of a misdemeanor and shall be punished by a fine not to exceed \$2,500, or by imprisonment not to exceed one year, or both such fine and imprisonment.



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214 SE 8th Street
Topeka, Kansas 66603

November 28, 2012

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DATE:	December 18, 2012	
CONTACT PERSON:	Dave Starkey, City Attorney	DOCUMENT #:
SECOND PARTY/SUBJECT:	Smoking Prohibition	PROJECT #:
CATEGORY/SUBCATEGORY	013 Ordinances - Codified / 078 Health and Sanitation	
CIP PROJECT:	No	
ACTION OF COUNCIL:	11-27-12 First Reading.	JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by City Manager Jim Colson, concerning the prohibition of smoking in public places, amending City of Topeka Code Sections 8.20.020, 8.20.030, 8.20.070, 8.20.080, 8.20.110, 8.20.120 and 8.20.130 and specifically repealing said original sections, as well as, repealing in its entirety Section 8.20.140. Final Reading.

(Approval would amend current City ordinance to comply with current State statutes.)

POLICY ISSUE:

Whether or not Council will adopt the amendments to the smoking ordinance so that it complies with state law (Kansas Indoor Clean Air Act).

STAFF RECOMMENDATION:

Staff recommends the City Council move to adopt the ordinance.

BACKGROUND:

State law authorizes cities to regulate smoking provided the ordinance is as strict as the Kansas Indoor Clean Air Act, K.S.A. 21-6109 *et seq.*

The City's ordinance was questioned in a recent district court decision, *City of Topeka v. James M. Suwalski*, in this regard. The purpose of the amendments is to head off potential legal challenges by making revisions so that the ordinance is as strict as the Act.

BUDGETARY IMPACT:

No budgetary impact to the City.

Item #19

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

[Ordinance](#)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Jim Colson, concerning the prohibition of smoking in public places, amending City of Topeka Code §8.20.020, §8.20.030, §8.20.070, §8.20.080, §8.20.110, §8.20.120 and §8.20.130 and specifically repealing said original sections as well as repealing in its entirety § 8.20.140.

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

Section 1. That section 8.20.020, Definitions, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

(a) "Business" means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit or not for profit purposes, including places where goods or services are sold at retail or wholesale as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

(b) "Employee" means any person who is employed by an employer in consideration for direct or indirect monetary wages or profit, and any person who volunteers his or her services for a nonprofit entity.

(c) "Employer" means any person, partnership, corporation, including a municipal corporation, or nonprofit entity, which employs in consideration for direct or indirect monetary wages or profit the services of one or more individual persons.

29 (d) “Enclosed area” means all space between a floor and ceiling which is
30 enclosed on all sides by solid walls or windows (exclusive of door or passage ways)
31 which extend from the floor to the ceiling, including all space therein screened by
32 partitions which do not extend to the ceiling or are not solid, “office landscaping” or
33 similar structures.

34 For the purposes of this chapter, the following shall not be considered an
35 enclosed area:

36 (1) Rooms or areas enclosed by walls or windows having neither a
37 ceiling nor a roof and which are completely open to the elements and weather at
38 all times.

39 (2) Rooms or areas, enclosed by walls or windows and a roof or
40 ceiling, having an opening at least 80 percent of the total perimeter wall area
41 completely and permanently open to the elements and weather.

42 (e) “Food service establishment” shall mean any place in which food or
43 alcoholic liquor or cereal malt beverages, or both, is served or is prepared for sale or
44 service on the premises or elsewhere. Such term shall include, but not be limited to,
45 fixed or mobile restaurant, coffee shop, cafeteria, short-order cafe, luncheonette, grill,
46 tea room, sandwich shop, soda fountain, tavern, private club, roadside kitchen,
47 commissary and any other private, public or nonprofit organization or institution that
48 routinely serves or prepares food or drink with or without charge.

49 (f) “Licensed premises” shall mean any premises where alcoholic liquor or
50 cereal malt beverages, or both, by the individual drink as defined by K.S.A. Chapter 41,
51 and amendments thereto, is served or provided for consumption or use on the premises

52 with or without charge. Such term shall include drinking establishments, Class A private
53 clubs, Class B private clubs, and cereal malt beverage or alcoholic liquor retailer
54 establishments, all as defined by K.S.A. Chapter 41, and amendments thereto, and this
55 chapter.

56 (g) "Place of employment" means any enclosed area under the control of a
57 public or private employer which employees normally frequent during the course of
58 employment, including, but not limited to, work areas, employee lounges and restrooms,
59 conference and classrooms, employee cafeterias and hallways. A private residence is
60 not a "place of employment" unless it is used as a childcare, adult day care or health
61 care facility.

62 (h) "Private place" means any enclosed area to which the public is not invited
63 or in which the public is not permitted, including, but not limited to, personal residences
64 or personal motor vehicles. A privately owned business, open to the public, is not a
65 "private place."

66 (i) "Public place" means any enclosed area to which the public is invited or in
67 which the public is permitted, including, but not limited to, banks, educational facilities,
68 health facilities, health care facilities, laundromats, public transportation facilities,
69 reception areas, production and marketing establishments, retail service
70 establishments, retail stores, theaters, and waiting rooms. A private residence is not a
71 "public place."

72 ~~(j) "Retail tobacco store" means a retail store where 65 percent of the sales are~~
73 ~~derived from tobacco products and in which the sale of other products is merely~~
74 ~~incidental.~~

(k) “Smoking” means possession of a cigarette, cigar, or pipe partially or wholly consisting of or containing burning vegetation, or possession of any other device containing burning vegetation that is used for the introduction of smoke from the burning vegetation into the human body. For the purposes of this definition, the term “vegetation” includes, but is not limited to, tobacco, but does not include any controlled substance listed in K.S.A. 65-4105 through 65-4113, inclusive, and amendments thereto.

(l) “Sports arena” means sports pavilions, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and other similar places where members of the general public assemble either to engage in physical exercise, participate in athletic competition, or witness sports events.

(m) “Tobacco Shop” means any indoor area operated primarily for the retail sale of tobacco, tobacco products or smoking devices or accessories, and which derives not less than 65% of its gross receipts from the sale of tobacco.

(n) “Wall” means a side of a room, building or structure connecting the floor and ceiling or foundation and roof, including temporary, moveable, and retractable sides.

Section 2. That section 8.20.030, Prohibition of smoking in public places, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Prohibition of smoking in public places.

Smoking shall be prohibited in all enclosed public places within the city of Topeka, including, but not limited to, the following places:

(a) Elevators.

(b) Restrooms, lobbies, reception areas, hallways, and any other common-use areas.

(c) Buses, bus terminals, taxicabs, train stations, the airport, and other facilities and means of public transit under the authority of the city of Topeka, as well as ticket, boarding, and waiting areas of public transit depots.

(d) Service lines.

(e) Retail stores.

(f) All areas available to and customarily used by the general public in all businesses and nonprofit entities patronized by the public including, but not limited to, attorneys' offices, and other offices, banks, laundromats, and hotels and motels in which at least 80 percent of the rooms are available for rent by guests.

(g) Food service establishments and licensed premises, excluding areas of a food service establishment or licensed premises that are not enclosed such as patios, outdoor dining areas, and courtyards.

(h) Within a 10 foot radius of the main entrance any doorway, open window or air handling unit of a public place intake leading into a building or facility that is not exempted pursuant to TMC 8.20.070.

(i) Galleries, libraries and museums.

(j) Any facility which is primarily used for exhibiting any motion picture, stage, drama, lecture, musical recital or other similar performance, ~~except that performers may smoke when the smoking is a part of a theatrical production.~~

(k) Sports arenas and convention halls, including bowling facilities.

(l) Every room, chamber, place of meeting or public assembly, including school buildings under the control of any board, council, commission, committee, including joint committees, or agencies of the city of Topeka or any political subdivision of the state to the extent such place is subject to the jurisdiction of the city of Topeka.

(m) Waiting rooms, hallways, wards and rooms of health care facilities, including, but not limited to, hospitals, clinics, nursing homes, physical therapy facilities, doctors' offices, and dentists' offices.

(n) Lobbies, hallways, and other common areas in apartment buildings, condominiums, trailer parks, retirement facilities, nursing homes, and other multiple-unit residential facilities.

(o) Polling places.

(p) Private clubs and fraternal organization facilities.

Section 3. That section 8.20.070, Where smoking is not regulated – Private and public places, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Where smoking is not regulated – Private and public places.

Notwithstanding any other provision of this chapter to the contrary, the following areas shall not be subject to the smoking restrictions of this chapter:

(a) Private residences, except when used as a ~~child care~~ day care home as defined in K.S.A. 65-530, and amendments thereto, adult day care as defined in K.S.A. 923, and amendments thereto, or health care facility.

(b) No more than 20 percent of hotel or motel rooms which are available to be rented to guests.

(c) ~~Retail tobacco stores~~ Tobacco shops.

(d) Outdoor places of employment.

(e) Private places.

Section 4. That section 8.20.080, Posting of signs, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Posting of signs.

(a) Any owner, manager, operator or employee of any premises regulated by this chapter shall be responsible for informing persons violating this chapter of the provisions through appropriate signage.

(b) The owner, manager or other person having control of such building or other areas where smoking is prohibited by this chapter shall have a conspicuously posted sign at each entrance clearly stating that smoking is prohibited.

(c) Such “no smoking” signs shall have bold lettering of not less than one inch in height. The international “no smoking” symbol ~~may also~~ shall be used (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with red bar across it).

Section 5. That section 8.20.110, Enforcement, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Enforcement.

(a) The purpose of this article is to provide for the ~~administrative~~ adjudication of violations of provisions under this chapter regulating smoking in public places within the city and to establish a fair and efficient system for the enforcement of such provisions.

(b) The police chief or his or her designee shall be responsible for enforcing the provisions of this chapter within the city, ~~but nothing in this section shall be interpreted to prohibit any other person who would otherwise be lawfully entitled to enforce the provisions of this chapter from taking enforcement action under this chapter.~~

(c) Any person may register a complaint under this chapter to initiate enforcement with the police chief or his or her designee.

~~(d) The police chief or his or her designee~~Any law enforcement officer shall be authorized to issue a uniform complaint and notice to appear.:

~~(1) Issue notice of violations and additional notices, collect money paid as fines and penalties for violations of the provisions of this chapter;~~

~~(2) Establish procedures necessary for the prompt, fair and efficient operation of the administrative adjudication system; and~~

~~(3) Adopt administrative rules and regulations pertaining to the administration of this chapter, including, but not limited to, the content of forms and procedures, and the daily operation of the administrative adjudication of violations of this chapter.~~

Section 6. That section 8.20.120, Administrative monetary penalties, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

~~Administrative monetary penalties~~Penalties for violations.

(a) Persons. ~~The following fine schedule is hereby adopted for a violation by any~~Any person who smokes in an area where smoking is prohibited by theviolates any provisions of this chapter shall be punished by a fine:

(1) ~~Fifty dollars per violation~~ Not exceeding \$100 for ~~at the~~ first violation.

(2) ~~One hundred dollars per violation~~ Not exceeding \$200 for a second violation within a continuous 12-month period of the first violation.

(3) ~~Two hundred dollars per violation~~ Not exceeding \$500 for a third or subsequent violation within a continuous 12-month period of the ~~two~~ previous first violations.

(b) Owner, Manager, or Operator of Public Places or Place of Employment.

~~The following fine schedule is hereby adopted for a violation by a~~ Each person allowed to smoke by an owner, manager or operator of a public place or place of employment where smoking is prohibited, in violation of TMC 8.20.090 shall be considered a separate violation for purposes of determining the number of violations under subsection (a). ~~who fails to comply with the provisions of this chapter:~~

~~(1) One hundred dollars per violation for a first violation.~~

~~(2) Two hundred fifty dollars per violation for a second violation within a continuous 12-month period of the first violation.~~

~~(3) Five hundred dollars per violation for a third or subsequent violation within a continuous 12-month period of the two previous violations.~~

~~(4)~~ 1 In addition to the fines established in this subsection (a), a third or subsequent violation within a continuous 12-month period of any provisions of this chapter by an owner, manager or operator of a public place or place of employment may result in the suspension or revocation of a business permit or license issued by the city to the person for the premises on which the violation occurred.

211 Section 7. That section 8.20.130, Record of violations, of The Code of the City
212 of Topeka, Kansas, is hereby amended to read as follows:

213 ~~Notice~~**Record of violations.**

214 ~~(a) The notice of violation shall state the following information:~~

215 ~~(1) The section of this chapter allegedly violated; and~~

216 ~~(2) The name and address of violator; and~~

217 ~~(3) The place, date and time of the alleged violation.~~

218 ~~In addition, the notice of violation shall state the applicable administrative~~
219 ~~monetary penalty, the fee which shall be automatically assessed for late payment, that~~
220 ~~payment of the indicated administrative monetary penalty, and any applicable late fee,~~
221 ~~shall operate as a final disposition of the violation, and information about the availability~~
222 ~~of the administrative hearing in which the violation may be contested on its merits and~~
223 ~~the time and manner in which such hearing may be had.~~

224 ~~(b) The police chief~~clerk of the municipal court ~~or his or her designee shall~~
225 ~~compile and maintain complete and accurate records relating to all violations of this~~
226 ~~chapter and the dispositions thereof.~~

227 Section 8. That section 8.20.140, Appeals, of The Code of the City of Topeka,
228 Kansas, is hereby repealed.

229 **Appeals.**

230 ~~Appeals from notices of violation and administrative hearings shall be in~~
231 ~~accordance with the administrative appeal procedure set forth in Chapter 2.145 TMC.~~



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 4, 2012

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DATE: December 18, 2012
CONTACT PERSON: Mary Feighny, Deputy City Attorney **DOCUMENT #:**
SECOND PARTY/SUBJECT: Business Licenses **PROJECT #:**
CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 002 Administration
CIP PROJECT: No
ACTION OF COUNCIL: 12/11/12 First Reading. **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by City Manager Jim Colson, amending City of Topeka Code Section 5.05.090 concerning business licenses and real estate taxes and specifically repealing said original section. Final Reading.

(City ordinance requires denial/revocation of a business license when there are delinquent real estate taxes on the property. Approval would create an exception when the license applicant is a tenant and has no control over the payment of delinquent real estate taxes.)

POLICY ISSUE:

Whether or not to create an exception when the license applicant is a tenant and has no control over the payment of real estate taxes.

STAFF RECOMMENDATION:

Staff recommends the City Council move to adopt the ordinance.

BACKGROUND:

Applicants for dance hall licenses and other business licenses involving the use of real estate are placed in a precarious situation when they rent from property owners who don't pay their real estate taxes. City ordinance mandates denial/revocation of a business license if there are delinquent real estate taxes on the premises housing the business. The proposed amendment will require that real estate taxes not be in arrears only if: (1) the license applicant is the owner of the premises; (2) the license applicant is a family member of the owner; (3) the license applicant is a business entity and the owner is associated with the entity; or (4) the owner is a business entity and the license applicant is associated with the entity.

BUDGETARY IMPACT:

Item #20

No budgarty impact to the City.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

[Ordinance](#)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Jim Colson, amending City of Topeka Code § 5.05.090 concerning business licenses and real estate taxes and specifically repealing said original section.

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

Section 1. That section 5.05.090, Grounds for mandatory denial, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Grounds for mandatory denial.

The following shall constitute grounds for mandatory denial of a license under this title:

(a) The building or premises of the establishment does not comply with the provisions and terms of the building code, zoning ordinance, fire regulations, health regulations or any other ordinances and regulations of the city.

(b) The building or premises of the establishment are in such unsanitary or unsafe condition as to endanger the public safety, health and welfare.

(c) ~~The owner of the establishment or such legal entity comprising the establishment~~ applicant is indebted to the city.

(d) There are delinquent real estate taxes on the premises. For purposes of this section, "premises" shall mean and include the real estate as described in the license application and which is subject to inspection by the city. "Taxpayer" shall mean the person responsible for paying the real estate taxes on the premises pursuant to K.S.A. 79-2004 and amendments thereto. This requirement shall apply only under the following circumstances:

(1) The license applicant is also the taxpayer;

(2) The license applicant is the spouse, parent, child, brother, or sister of the taxpayer;

(3) The license applicant is a business entity and the taxpayer is a partner, officer, director, stockholder, or member of such entity; or

(4) The taxpayer is a business entity and the license applicant is a partner, officer, director, stockholder or member of such entity.

Section 2. That original § 5.05.090 of The Code of the City of Topeka, Kansas, is hereby specifically repealed.

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

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

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

PASSED AND APPROVED by the City Council on _____.

CITY OF TOPEKA, KANSAS

William W. Buntin, Mayor

ATTEST:

Brenda Younger, City Clerk



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 4, 2012

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DATE:	December 18, 2012	
CONTACT PERSON:	Judy Olander, Sr. Asst. City Attorney	DOCUMENT #:
SECOND PARTY/SUBJECT:	PROJECT #:	
CATEGORY/SUBCATEGORY	013 Ordinances - Codified / 002 Administration	
CIP PROJECT:	No	
ACTION OF COUNCIL:	12/11/12 First Reading.	JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by City Manager Jim Colson, amending City of Topeka Code Section 2.15.090, concerning redistricting and specifically repealing said original section and Ordinance No. 19779. Final Reading.

(Approval would amend the redistricting ordinance passed November 20, 2012, to add a precinct to Ward 13 in District 8. Precinct 4 is currently unpopulated. However, the Shawnee County Election Commissioner has requested that the Council include this precinct in the event people move into this area.)

POLICY ISSUE:

Whether or not to adopt the ordinance amending the recently-passed redistricting ordinance to add Precinct 4 to Ward 13 in Council District 8.

STAFF RECOMMENDATION:

Staff recommends the City Council move to adopt the ordinance.

BACKGROUND:

The Council passed a redistricting ordinance last month - Ordinance No. 19779. The Shawnee County Election Commissioner noticed that the ordinance did not include precinct 4 in Ward 13 in District 8. This precinct is currently unpopulated. However the Commissioner wants to include the precinct in the ward in case that precinct becomes populated in the next 10 years.

BUDGETARY IMPACT:

No budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

[Ordinance](#)

Item #21

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Jim Colson, amending City of Topeka Code § 2.15.090, concerning redistricting and specifically repealing said original section and Ordinance No. 19779.

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

Section 1. That section 2.15.090, Council districts, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Council districts.

The districts from which the city of Topeka council members shall be nominated shall be based on the ward and precinct descriptions as follows, effective January 1, 2013:

<i>District Number</i>	<i>Ward</i>	<i>Precinct</i>
1	2	11
	3	1, 2, 3, 4, 5, 6, 7, 8, 9, 10
	4	14
	7	1, 2, 3, 7
2	1	1, 2, 3, 4, 5, 6, 7, 8
	2	1, 2, 3, 5, 8, 9, 10
3	2	4, 6, 7
	4	1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, 15
	6	1
4	4	7, 8
	5	1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 91
	15	1, 2, 3, 4
5	5	7
	6	2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
	9	4, 5, 6, 9, 10, 11
	12	12

41	6	7	5, 6, 10, 11
42		8	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11
43		9	1, 2, 3, 12
44			
45	7	9	8
46		11	10
47		12	5, 6, 7, 8, 9, 11, 16
48		13	1, 6, 7
49		14	1, 2, 3, 4, 5
50			
51	8	11	4, 5, 6, 7, 8, 9
52		12	2, 3, 4, 13, 14, 15, 20, 31, 41
53		13	2, <u>4</u> , 9, 12, 13, 21, 22
54			
55	9	7	4, 9
56		10	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14
57		11	1, 2, 3
58		12	1, 19, 81, 91, 92, 93
59		13	3, 5, 8, 30

60 Section 2. That original § 2.15.090 of The Code of the City of Topeka, Kansas,
61 is hereby specifically repealed.

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

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

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

69

PASSED AND APPROVED by the City Council on _____.

CITY OF TOPEKA, KANSAS

William W. Bunten, Mayor

ATTEST:

Brenda Younger, City Clerk



A Capital City Government Working For You...

www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 4, 2012

 Back  Print

DATE:	December 18, 2012		
CONTACT PERSON:	Bill Fiander / Bill Hoover	DOCUMENT #:	
SECOND PARTY/SUBJECT:	Berroth Subdivision	PROJECT #:	P12/13
CATEGORY/SUBCATEGORY	017 Plats/002 Final		
CIP PROJECT:	No		
ACTION OF COUNCIL:		JOURNAL #:	
		PAGE #:	

DOCUMENT DESCRIPTION:

A FINAL PLAT for Berroth Subdivision located at the southeast corner of NW West Street and NW 5th Street extended in the City of Topeka, Shawnee County, Kansas. (P12/13)

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

(Approval would accommodate a 3-lot subdivision for single-family residential uses.)

POLICY ISSUE:

The subdivision is consistent with the City of Topeka Subdivision Regulations, promotes orderly growth and development, ensures the dedication of adequate right-of-way and easements, and achieves greater urban density to better utilize existing infrastructure and be more cost efficient with city services.

STAFF RECOMMENDATION:

The Planning Department is requesting the Governing Body move to approve the Final Plat.

The Topeka Planning Commission recommended that the final plat phase of Berroth Subdivision be APPROVED by a vote of 7-0-1 at their October 22, 2012 meeting as referenced in their attached minutes.

Governing Body options:

Accept the plat as presented for recording by the Shawnee County Register of Deeds.

Reject the plat so it would not be eligible for recording by the Shawnee County Register of Deeds.

BACKGROUND:

This is a request to subdivide a property located at the southeast corner of NW West Street and NW 5th Street extended. The subject property contains 1.77 acres. The proposal is for a three-lot, single block

subdivision. The purpose of the plat is to accommodate development of the property for single-family residential uses.

Final Plat was approved by the Topeka Planning Commission on 10-22-2012 by vote of 7-0-1.

As there are no outstanding issues, the Planning Department requests the Governing Body approve the subdivision as presented.

BUDGETARY IMPACT:

No budgetary impact to the City.

SOURCE OF FUNDING:

Not applicable

ATTACHMENTS:

[Aerial](#)

[Summary](#)

[Staff Report](#)

[Plat Pg 1](#)

[Plat Pg 2](#)

[Minutes 10-22-12](#)

[Minutes 9-17-12](#)

October 22, 2012
Agenda Item #C-1

SUBDIVISION REPORT

(Major Plats)

CITY OF TOPEKA PLANNING DEPARTMENT

Preliminary Plat Phase

Preliminary and Final Plat Phase

Final Plat Phase

NAME: Berroth Subdivision - [P12/13]

OWNER/DEVELOPER: Jerald L. and Kristi L. Berroth

ENGINEER/SURVEYOR: CP Engineers & Land Surveyors, Inc.

GENERAL LOCATION: Property is located at the southeast corner of NW West Street and NW 5th Street extended.

JURISDICTION: Class "A" Subdivision within the City of Topeka.

ANNEXATION: N/A

Area	# of Lots	Density	Proposed Land Use	Zoning
1.77 acres	3	1.69 units/acre	Residential	"R-I" Single-Family Dwelling District.
Pending Zoning Case: N/A				
Design: The subject plat contains 1.77 acres, more or less and is relatively square in shape, measuring approximately 245' x 329.8' with its greatest length running perpendicular to NE West Street. The proposal consists of a three lot, single block subdivision. The purpose of the plat is to accommodate development of the property for single-family residential uses.				

BACKGROUND: The preliminary plat of Berroth Subdivision was approved by the Planning Commission on September 17, 2012.

SERVICES AND FACILITIES:

1. **WATER SERVICE:** The development is to be serviced by the City of Topeka public water supply and distribution system by means of connection to an existing 6" water main located along NE West Street, with all water connections to be at developer expense.
2. **SEWAGE DISPOSAL:** The development is to be serviced by the City of Topeka public wastewater treatment plant and collection system by means of connection to an existing 8" sewer main located along NE West Street, with all sewer line extensions and connections to be at developer expense.
3. **WASTEWATER PLAN SERVICE AREA:** The property is located within the Urban Service Area as reflected by the Shawnee County Wastewater Management Plan; and the proposal is in full compliance with said Plan.

October 22, 2012
Agenda Item #C-1

4. STORMWATER MANAGEMENT REPORT: The Stormwater Management Report as submitted by the Consultant to the City of Topeka Department of Public Works as been approved per memo dated August 20, 2012.
5. STREET PLAN/ACCESS: Vehicular access to the subdivision will be from NW West Street. Additional right-of-way is being dedicated by this platting action to provide a right-of-way width of 30' as measured from the centerline of the street along the frontage of NW West Street.
6. FIRE DISTRICT: City of Topeka Fire District.
7. STREAM BUFFER: N/A
8. SCHOOL DISTRICT: USD No. 345 – Seaman.
9. PARKS/OPEN SPACE: No public accessible parks or open spaces are proposed. The Subdivision Regulations require a parkland development fee of \$150.00 per single family dwelling unit in lieu of dedication. The parkland development fee is calculated at \$450.00. This figure is being based on a total of 3 single-family dwelling units with each dwelling unit being assessed a fee of \$150.00 per unit.

WAIVER/VARIANCE TO STANDARDS: N/A

CAPITAL IMPROVEMENT PLAN (CIP): There are currently no transportation projects in the City's CIP (2010-2014) affecting this area.

CONFORMANCE TO COMPREHENSIVE PLAN: The *Comprehensive Plan* establishes this area for *Urban Suburban Low Density Residential* land use. This subdivision will have full public services and therefore, is found compliant with the comprehensive plan.

STAFF ANALYSIS: As proposed the overall subdivision design conforms to the established standards and provisions of the subdivision regulations relative to design criteria; and the design appears compatible with existing and planned conditions.

Based upon the above findings and staff analysis, the Planning Department recommends the final plat phase of Berroth Subdivision be **APPROVED**.

Prepared by: Dean W. Diediker
Planner II

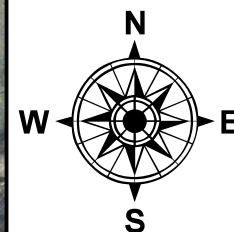
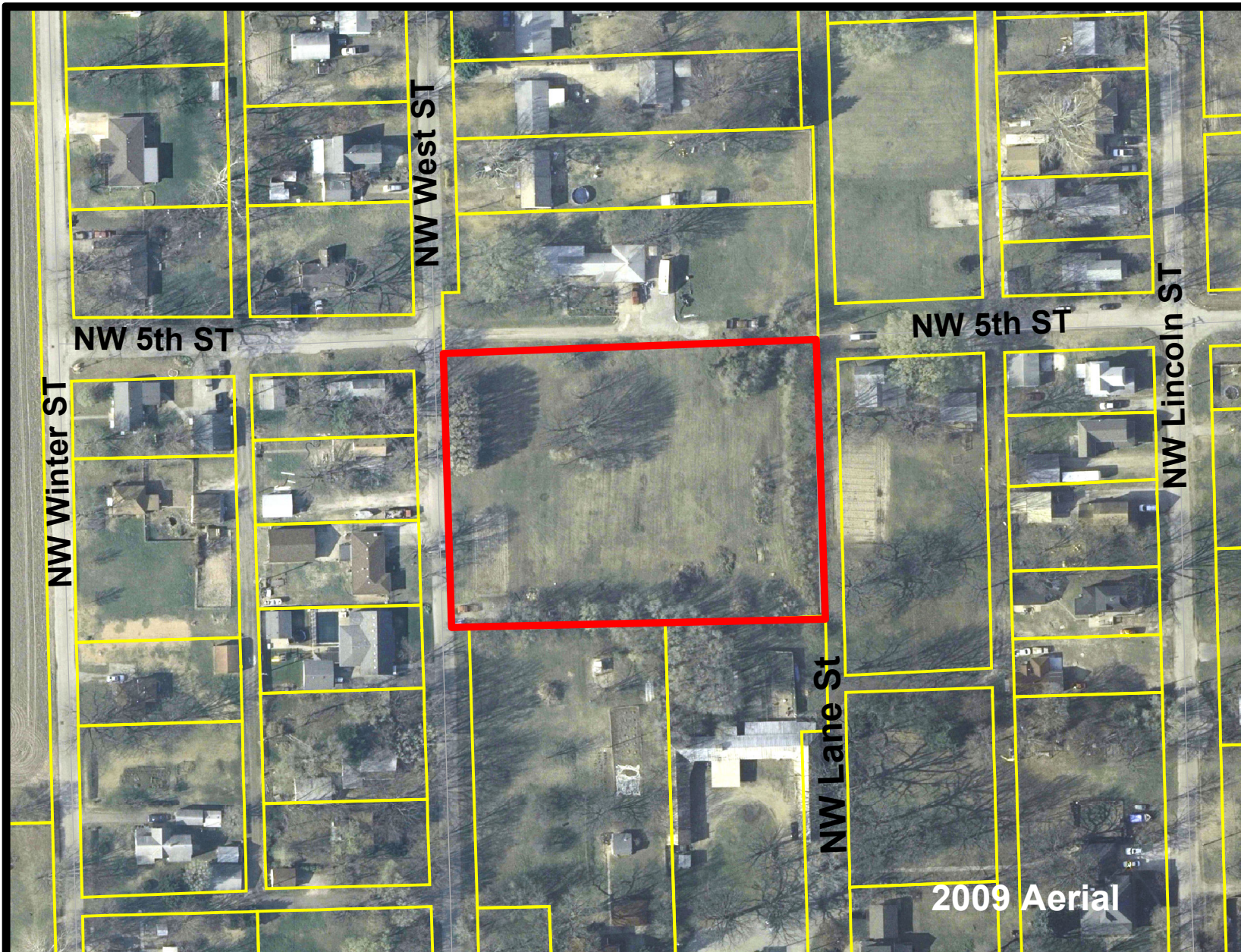
CITY OF TOPEKA PLANNING DEPARTMENT

SUMMARY REPORT

Re: P12/13 Berroth Subdivision

This is a request to subdivide a property located at the southeast corner of NW West Street and NW 5th Street extended. The subject property contains 1.77 acres more or less and is relatively square in shape, measuring approximately 245' x 330' with its greatest length running perpendicular to NW West Street. The proposal is for a three-lot, single block subdivision. The purpose of the plat is to accommodate development of the property for single-family residential uses.

As there are no outstanding issues, the Planning Department requests the Governing Body approve the subdivision as presented.



P12/13 Berroth Subdivision

FINAL PLAT
BERROTH SUBDIVISION

A Subdivision in Linndale Addition (Now Vacated) to the City of Topeka, in Kaw Half Breed Reserve No. 3, Township 11 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, more particularly described as follows: Commencing at the Northeast corner of said Reserve No. 3, thence on an assumed bearing of South 60 degrees 01' minutes 41' seconds East along the East line of said Reserve No. 3 a distance of 681.01 feet thence South 89 degrees 58' minutes 19' seconds West a distance of 1,980.05 feet to the POINT OF BEGINNING; thence South 00 degrees 05' minutes 35' seconds East a distance of 244.87 feet thence South 89 degrees 43' minutes 31' seconds West a distance of 200.21 feet thence North 60 degrees 00' minutes 00' seconds West a distance of 245.00 feet thence South 89 degrees 44' minutes 57' seconds East a distance of 299.51 feet to the POINT OF BEGINNING; said tract contains 1.68 acres, more or less.

PREPARED: SEPTEMBER 19, 2012

NOTES:

1. This plat is to provide for the creation of a three lot subdivision.
2. Sanitary sewer service shall be provided by The City of Topeka.
3. Water service shall be provided by The City of Topeka.
4. All utilities shall be placed underground pursuant to the City of Topeka right-of-way management standards.
5. Flood Plain Note: According to "FIRM" Map Community Panel Number 201 77C 0208 E, effective September 29, 2011, this tract is in Flood Zone "X" (0.2 % annual chance of flooding).
6. Definitions:
 - a) Utility Easement: An area established to provide for the location of water, gas, electrical, sanitary sewer, storm sewer, cable TV and similar utility facilities. Easements are to be shown in accordance with the easement model.
 - b) Stormwater Management Easement: An area established to provide for unobstructed flow of surface water in pipes, flumes, or over land channels.

LEGAL DESCRIPTION:
A tract of land in Linndale Addition (Now Vacated) to the City of Topeka, in Kaw Half Breed Reserve No. 3, Township 11 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, more particularly described as follows: Commencing at the Northeast corner of said Reserve No. 3, thence on an assumed bearing of South 60 degrees 01' minutes 41' seconds East along the East line of said Reserve No. 3 a distance of 681.01 feet thence South 89 degrees 58' minutes 19' seconds West a distance of 1,980.05 feet to the POINT OF BEGINNING; thence South 00 degrees 05' minutes 35' seconds East a distance of 244.87 feet thence South 89 degrees 43' minutes 31' seconds West a distance of 200.21 feet thence North 60 degrees 00' minutes 00' seconds West a distance of 245.00 feet thence South 89 degrees 44' minutes 57' seconds East a distance of 299.51 feet to the POINT OF BEGINNING; said tract contains 1.68 acres, more or less.

DEDICATION: Know all men by these presents that the undersigned owners to the above described tract of land have caused the same to be subdivided into lots, blocks and public ways which shall be known as Berroth Subdivision.

NOTICE: In the event there are other owners or those holding any proprietary interest in any land contained in this subdivision whom do not appear and duly acknowledge this plat prior to the time of recording in the Office of the Register of Deeds, the plat shall be null and void.

EASEMENT NOTE: Property owners shall be admonished from placing any permanent or semi-permanent obstruction in permanent easements or utility lines located in the easement. Any permanent or semi-permanent obstruction located in the permanent sewer easement or pipe lines located in the easement, Any permanent or semi-permanent obstruction located in the permanent sewer easement may be removed by personnel representing the applicable Department of Public Works, to provide for the proper operation and maintenance of the utility line, without cost or obligation for replacement. Cost of removal and/or replacement shall be the responsibility of the property owners.

UTILITY EASEMENTS: An easement or license is hereby granted to the Public Utilities to locate, construct and maintain or authorize the location, construction maintenance and use of conduits for all and any purpose, water, gas, sewer main, pole and wires or all or any part thereof, and along any strip of land hereinafter described, for the purpose of installing, maintaining, repairing, replacing, enlarging, repairing, operating and providing perpendicular maintenance of pipe, flume, ditch, swale, vegetative areas or mechanical devices for storm water.

STORMWATER MANAGEMENT EASEMENT: Stormwater Management Easements (SME) are hereby established as shown or described to provide for the management of storm water including, but not limited to, detention, retention, storage and treatment of storm water. Property Owners and their assigns and successors (Property Owners) agree to install, construct, reconstruct, replace, enlarge, repair, operate and provide perpetual maintenance of pipe, flume, ditch, swale, vegetative areas or mechanical devices for storm water conveyance and/or treatment, or any improvements in the SME for the drainage and/or treatment of said storm water. No change to the grade, topography or storm water management structures and improvements in the SME shall be made without the prior written approval of the applicable Public Works Director or his/her designee.

Property Owners shall not place or permit any permanent, semi-permanent or temporary obstruction in said SME including, but not limited to, trees, shrubs, vegetation, rocks, fences, retaining walls, landscaping, structures, buildings or other obstructions that interfere with or obstruct designed water flow and/or treatment process in an engineered channel, conduit, structure or area, nor shall Property Owners obstruct, prevent or otherwise hinder ingress, egress or operation of maintenance vehicles, equipment and personnel. Upon receiving written permission from the applicable Public Works Director or his/her designee, Property Owners may construct at their own peril other limited improvements and/or landscaping within the SME which do not and will not interfere with the function of the storm water management system. Any obstructions or improvements in the SME, permitted or not permitted, may be removed by the applicable Public Works Department or its contractor to provide for design, water flow and/or treatment process of the storm water management system. Cost of removal, damage and any repair or replacement shall be the responsibility of the Property Owner.

All maintenance and repairs within the SME shall be the right, duty and responsibility of the Property Owners of the property on which the SME is located. However, if designed water flow and/or treatment process are impeded by neglected maintenance, system failure or are subject to other unusual circumstances causing a hazard or threat to public safety, as determined by the applicable Public Works Director or his/her designee, emergency or corrective maintenance may be performed by the applicable Public Works Department or its Contractor with costs charged to said Property Owners. Unpaid costs shall be assessed to and imposed as a lien on the land. The applicable Public Works Department Staff and their Contractors shall have the right to enter upon the SME for the purposes of periodic or special inspection and/or corrective maintenance.

FLOOD PLAIN NOTE: According to "FIRM" Map Community Panel Number 201 77C 0208E, effective September 29, 2011, this tract is in Zone "X" (0.2% annual chance of flooding).

IN TESTIMONY WHEREOF, The owners, Jerold L. & Kristi L. Berroth, has caused these presents to be signed this _____ day of _____, 2012.

BY: _____
Jerold L. Berroth

BY: _____
Kristi L. Berroth

STATE OF KANSAS)
COUNTY OF SHAWNEE) SS

BE IT REMEMBERED, that on this _____ day of _____, 2012, before me a Notary Public in and for said County and State, came Jerold L. & Kristi L., Berroth, who are personally known to me to be the same persons) who executed the foregoing instrument of writing.

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

Notary Public _____ My Commission Expires: _____

Book _____ Page _____ Date _____ Time _____

APPROVED BY THE CITY OF TOPEKA PLANNING COMMISSION THIS _____ DAY OF _____, 2012.

Mike Lackey, Chairman Bill Pfander, Interim Planning Director

This subdivision has been presented to the City Council, City of Topeka, Kansas, on the _____ day of _____, 2012 for acceptance of land to be dedicated for public purposes. The City Council hereby accepts the land for public purposes.

By the City Council
City of Topeka, Kansas

William W. Burten, Mayor Brenda Younger, City Clerk

REVIEWED BY SHAWNEE COUNTY SURVEYOR, THIS _____ DAY OF _____, 2012.

Deborah J. Thomas, County Surveyor, LS #1461

ENTERED ON THE TRANSFER RECORD OF SHAWNEE COUNTY, KANSAS THIS _____ DAY OF _____, 2012.

Cynthia A. Beck, County Clerk

FILED FOR RECORD IN THE OFFICE OF THE SHAWNEE COUNTY REGISTER OF DEEDS THIS _____ DAY OF _____, 2012, AT _____ O'CLOCK.

Marilyn L. Nichols, Register of Deeds

CERTIFICATE OF SURVEYOR: I hereby certify the details of this plat to be correct to the best of my knowledge and belief, that all boundary corners of this subdivision of land have been monumented, that iron pins are set as shown on the attached plat this _____ day of _____, 2012.

1 of 1
Jim Stickler, LS #660

Attachment number 4

PLAT PREPARED BY JIM STICKLER
CP Engineers and Land Surveyors, Inc.

320 SW 33RD STREET
TOPEKA, KANSAS 66611
(785) 267-5071

FINAL PLAT
BERROTH SUBDIVISION

A Subdivision in Linddole Addition (Now Vacated) to the City of Topeka, in Kaw Half Breed Reserve No. 3, Township 11 South, Range 16 East of the 6th P.M., Shawnee County, Kansas.

PREPARED: SEPTEMBER 19, 2012

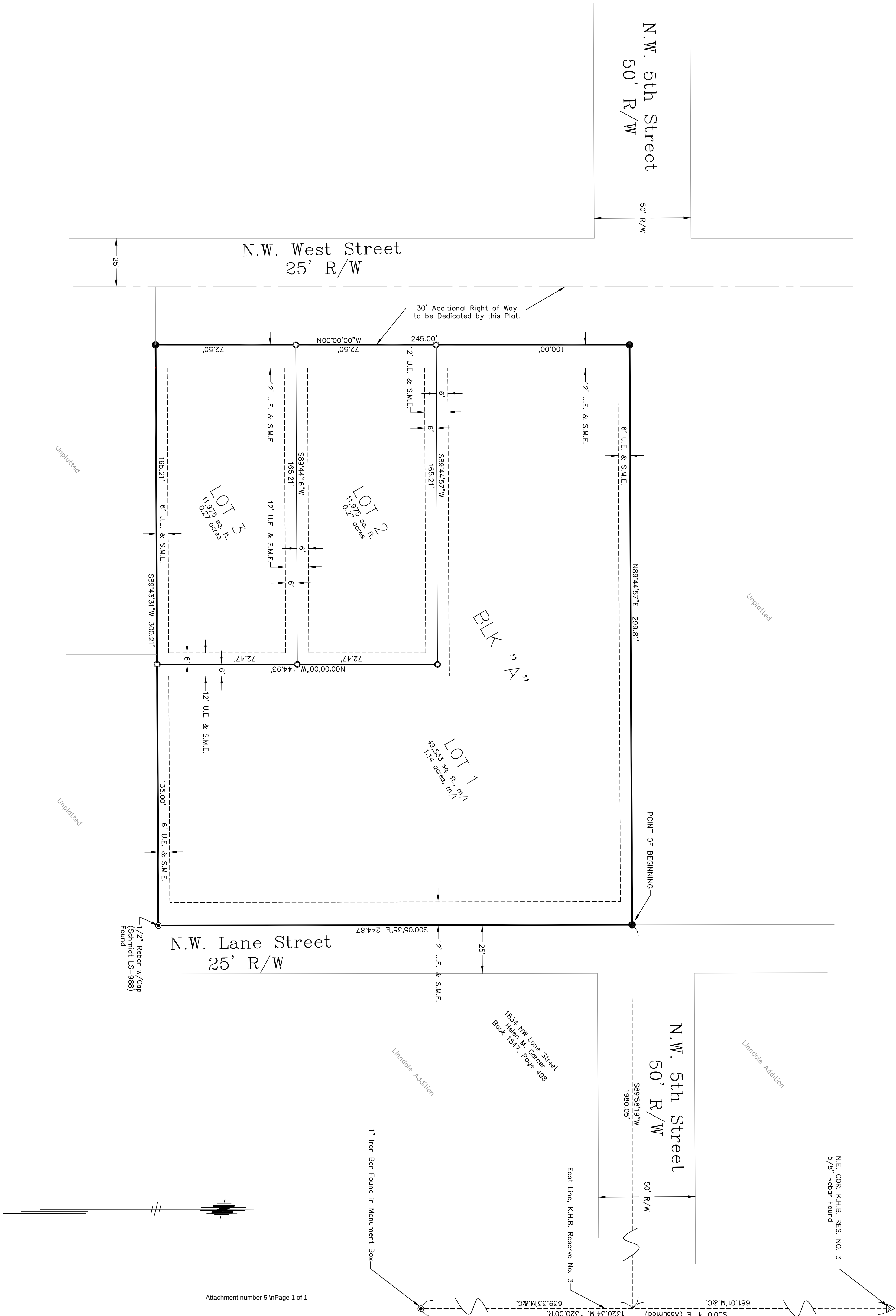
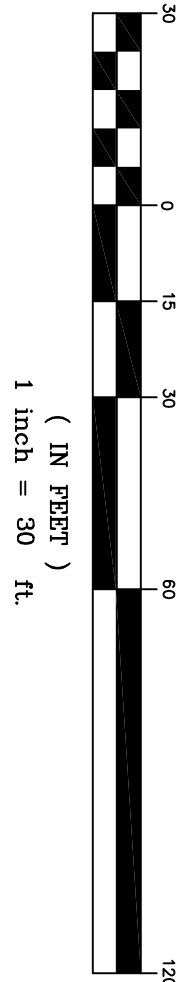
Book _____ Page _____ Date _____ Time _____

GENERAL NOTES-

IT IS THE INTENT OF THIS PLAT TO CREATE A THREE LOT SUBDIVISION.
U.E.= UTILITY EASEMENT
S.M.E.= STORMWATER MANAGEMENT EASEMENT

LEGEND:

- M. = Measured Distance
 - C. = Calculated Distance
 - R. = Record Distance
 - = Monuments found as noted.
 - = 1/2" x 24" Rebar w/Corp Stamped (Corp. LS-27) Set
 - = 1/2" x 24" Rebar w/Corp Stamped (Corp. LS-27) Set in Concrete
 - △ = Kaw Halfbreed Reserve Corners Found as Noted
- Note: All exterior subdivision corners either found or set are in concrete.



Attachment number 5 in Page 1 of 1

PLAT PREPARED BY JIM STICKLER
CP Engineers and Land Surveyors, Inc.
320 SW 33RD STREET
TOPEKA, KANSAS 66611
(785) 267-5071

**Minutes of the
Topeka Planning Commission
Monday, September 17, 2012**

A. Roll call

Present: Richard Beardmore, Kevin Beck, Michelle Cuevas-Stubblefield, June Ewing, Scott Gales, Peter Hancock, Dennis Haugh, Brett Klausman and Mike Lackey– Chairman **(9)**

Absent: None **(0)**

Staff Present: Mary Feighny – Legal Dept., David Thurbon – Director, Annie Driver-Planner II, Dean Diediker-Planner II and Chris Wickline – Office Specialist

B. Approval of minutes – August 20, 2012

Peter Hancock moved approval, seconded by Scott Gales. **APPROVAL. (9-0-0)**

C. Communications to the Commission – Packet for 9/24 meeting, including a public hearing item.

D. Declarations of conflict of interest:

Beardmore - none

Beck – F2

Cuevas-Stubblefield - none

Ewing - none

Gales - none

Hancock - none

Haugh – none

Klausman - none

Lackey – none

E. Subdivision/Zoning Amendments – old business

- 1. Z12/8 by William J Armstrong & Marietta Trustees for the Marietta Armstrong Trust** requesting to amend the District Zoning Classification from “R-1” Single-Family Dwelling District **TO** “C-2” Commercial District on property located on the south side of SW 37th Street approximately 400 feet west of SW Burlingame Road. **(Driver) Remanded back to Planning Commission from the City Council of 08/28/2012.**

Discussion by members: David Thurbon summarized the staff report. Mr. Thurbon explained that additional information was given to the Planning Commission regarding the case. Additionally, Mr. Thurbon explained the Planning Commission's options regarding the case actions during the Planning Commission meeting. Mr. Thurbon explained that Mary Feighny, city attorney, outlined:

- 1.) Resubmit the original recommendations with reason for actions to the City Council. This requires a minimum of 5 votes.
- 2.) Submission of a new, amended recommendation to the City Council. This requires a minimum of 5 votes.
- 3.) Take no action, resulting in returning to City Council.

Mr. Thurbon reviewed case information stating that previous discussions included the future purpose of the property would be occupancy as a liquor store. Mr. Thurbon reminded the council, zoning requests are for the change of the current zoning classification, not a particular use. Mr. Thurbon explained the liquor store has found another location, due to time constraints, however, the property owner is still requesting a change of zoning classification for the property. The property owner believes the re-zoning is applicable due to the surrounding properties being classified as commercial zoning. The property owner has not indicated any particular tenants at this time.

Mr. Thurbon summarized the concerns presented by the City Council. Mr. Thurbon explained the primary concern was traffic and there may have been a need for a traffic study indicated by the City Council. Based on a 4,000 square foot building (based on application), the Institute of Traffic Engineers (I.T.E.) indicated general retail would generate 177 trips per day on average. A trip is defined as one vehicle traveling to a location or leaving the location. There were traffic studies for SW 37th Street completed in 1997 and 1999. Those studies recommended 37th Street (at the intersection of Burlingame) be widened to full arterial standards. 37th Street was modeled in the transportation plan as widened and is included in the Long Range Transportation Plan to be widened to at least 3 lanes. However, this is not included in the Capital Improvements Plan for at least 5 years. There is no funding or timing indicated at this time.

Mr. Thurbon explained accident studies were reviewed and reflected to be below average by the Topeka Police Department. Traffic counts for Burlingame Street indicate 8,600 cars per day. The capacity of a two lane street is approximately 12,000 trips per day. Additionally, comparison studies of other intersections within Topeka with commercial zoning were reviewed. Mr. Thurbon provided a diagram map of these areas. Mr. Thurbon explained that due to this area being approximately 98% developed, he does not believe an indication of increased traffic due to an additional property being zoned commercial is a factor when there is already commercial on both the east and west of proposed property.

Mr. Thurbon addressed the City Council's concern of the Bikeways path. A path is planned to the west of the Interstate over-pass. Mr. Thurbon explained that the Bikeway path was far enough from the proposed zoning change that the path would not be affected by the change.

Richard Beardmore asked for clarification of the 12,000 trips per day indicated for the intersection. Mr. Thurbon explained that is the capacity for comparable two-lane arterials.

Mike Lackey stated that he recommends attaching all additional study information and research to the City Council for a decision. Mr. Lackey stated that the presented information supports that the intersection has not met the maximum traffic capacity.

Peter Hancock asked if the additional 177 trips that would be generated by the proposed zoning change were conclusive to general commercial zoning or retail liquor stores. Mr. Thurbon explained it is not specific to a business but for general retail, defined by I.T.E. Michelle Cuevas-Stubblefield moved to send the approval to City Council with the additional information, seconded by June Ewing.

APPROVAL. (9-0-0)

B. Subdivision/Zoning Amendments – new business

1. Meade Development

- a. **Z12/9 by Frank W. and Esta L. Meade** requesting to amend the District Zoning Classification from “C-4” Commercial District, “O&I-2” Office and Institutional District, “M-3” Multiple-Family Dwelling District and “E” Multiple-Family Dwelling District **ALL TO** “D-1” Downtown District on property located in the 1100 block (even) of SE Quincy Street, lying between SE 11th and SE 12th Streets, excluding three parcels. **(Driver)**
- b. **Z12/10 by Frank W. Meade** requesting to amend the District Zoning Classification from “M-3” Multiple Family Dwelling District **TO** “D-1” Downtown District on property located at 1129 SE Quincy, at the northwest corner of SE Quincy Street and SE 12th Street. **(Driver)**

Discussion by members: Annie Driver summarized the staff report for both cases by Frank L. Meade. Mrs. Driver explained that while the applicant requested “D-1” zoning, the Topeka Planning Department staff is recommending “D-2” zoning for the proposals. Mrs. Driver explained that D-2 zoning supports scaling down intensity from the business core district. If D-2 is approved, the applicant would also need a conditional-use permit.

Richard Beardmore asked if there was any advanced correspondence with the applicant indicating the staff recommendation of “D-2”. Mrs. Driver explained the applicant had received the staff report and continues with the requests of “D-1” zoning change.

Proponents:

Frank Meade, applicant, spoke in favor of the proposal. Mr. Meade explained that he is planning to build a \$10 million building. Requesting and approval of the zoning change would afford the applicant the opportunity to ensure he can complete the building for future business investments. Mr. Meade further explained that he had met with the Topeka Planning Department Staff for a pre-application meeting. Mr. Meade received the staff report in the mail with the recommendation of changing the zoning to “D-2”.

Mr. Meade explained there has not been new housing construction in over 100 years in the proposed zoning change location. All residential properties are vacant with no plans to occupy them. Mr. Meade explained that the restrictions set forth with the “D-2” zoning change will not allow him to continue with the intended plans. Mr. Meade explained the

history of the proposed uses of the properties, to include plans for a hotel that were not built. Mr. Meade presented a signed agreement with the NIA that indicates support of the "D-1" zoning change. Mr. Meade explained there have been no indications of any concern regarding the height of proposed buildings.

Mr. Meade explained that he needs an area zoned D-1 in a timely matter, with no additional restrictions. Mr. Meade explained he owns the majority of properties on the block. The D-2 zoning change would not work for the office buildings Mr. Meade is planning to build.

Mike Lackey asked the height of the building plans for the proposed property. Mr. Meade explained it is a "twin" one-story building. Mr. Meade explained due to a fast land drop in elevation, there are 2 first floors.

Mr. Klausman asked for clarification of how the building would sit on the property. Mr. Meade clarified the plans. Mr. Meade stated the plans would require a full city block for parking. Mr. Meade explained that he owns all of the properties in the proposed zoning change. The D-2 zoning would increase costs, time needed for the project and the inability to meet their timeline requirements.

June Ewing asked what Mr. Meade is intending to build. Mr. Meade stated he is attempting to make a bid for the State Department of Education.

Peter Hancock asked if the State of Kansas is committed to the project. Mr. Meade said they are committed but cannot indicate whether the State of Kansas is committed to his project specifically.

Richard Beardmore asked what the advantage of D-1 would be over D-2 zoning changes in response to the RFP presented by the State of Kansas. Mr. Meade explained that he would be able to use 100% of the land proposed. Additionally Mr. Meade stated the D-1 would afford the area needed for attached parking, the auxiliary building and water retention plan for the building and parking.

David Thurbon clarified that the D-1 zoning does not have a parking requirement whereas the D-2 does require additional restrictions. Mr. Thurbon explained all of Mr. Meade's requests could be done with the D-2, but would require the additional step of conditional use permits. Mr. Thurbon explained that during the pre-application meeting, it was suggested to Mr. Meade to vacate the alley and Mr. Meade stated he would think about it. Mr. Thurbon explained during the pre-application meeting it was communicated that other zoning classifications would be considered in the staff report.

Mr. Beardmore asked for clarification of timing with the additional requirements of the conditional use permits. Mr. Thurbon explained that it could be done concurrently if Mr. Meade had plans completed and available to the staff. If the D-2 is approved, Mr. Thurbon explained the additional requirements would be on the normal timeline of a zoning change request.

Mr. Beardmore asked Mr. Meade if the Planning Commission approved D-2, would he withdraw his request or would it be acceptable. Mr. Meade stated it would be okay for other projects but it will not be compatible with the RFP for the State of Kansas.

Scott Gales asked Mr. Thurbon about the history behind the property that is currently zoned D-1 immediately across the Ritchie House. Mr. Thurbon explained that the zoning was changed by the Planning Commission a proposed Value Place Hotel that was never built there. Mr. Gales asked if D-1 was approved due to the location of the highway. Mr. Meade explained that all plans for that location supported that. Mr. Thurbon stated that commercial properties would have been supported by the City. Mr. Thurbon clarified that commercial, and entertainment district activity was intended for that area with a scale down in intensity from the downtown, business district. Mr. Meade interjected that he could move the location of the proposed building to 11th and Monroe but it would cause the building to be next to the residents. Mr. Thurbon explained that the Ritchie House was consulted about having the commercial building next to them and they did not have any concerns.

No one spoke in opposition to the proposal.

Michelle Cuevas-Stubblefield asked for clarification on whether the staff recommendation of D-2 was only for height and scaling. Mr. Thurbon confirmed and added it was for parking requirements also.

Mr. Beardmore asked for clarification on the vote being only for zoning change, not the proposed building. Mr. Thurbon confirmed and clarified that the Planning Commission can grant a lower classification of zoning than the applicant requests.

Mr. Lackey asked if there is a restriction of distance for parking from the location it would serve. Mr. Thurbon stated it requires a conditional use permit or the BZA may grant parking within 300 ft. Mr. Lackey questioned existing State of Kansas parking distances in Topeka. Mr. Thurbon clarified there is a C-5 zoning for those properties.

Mr. Gales asked for clarification of the previous D-1 zoning change for adjacent property not having additional parking restrictions. Mr. Thurbon confirmed. Mr. Gales explained that if a D-1 zoning classification is appropriate for the area, he did not understand why the parking had to be required or what the justification was. Mr. Thurbon stated the Planning Commission should consider the best use of the property for zoning and the parking.

Mr. Beardmore asked if the height restrictions would be eliminated if zoned D-1. It was confirmed. Mr. Thurbon explained that previous zoning changes in the area did not support the scaling down in intensity starting at 11th Street and south.

Kevin Beck asked if the parking garage on 11th Street was owned by Mr. Meade. Mr. Meade confirmed his ownership of that property and some additional properties. Mr. Beck asked if the garage was filled to capacity. Mr. Meade confirmed it is filled to capacity by some State of Kansas agencies.

Mary Feighny asked for clarification of the Planning Commission's ability to grant a lesser zoning classification. Mr. Thurbon explained that there is a provision in the state law stating the Planning Department is responsible for publishing the proposed zoning classifications and to notify property owners within 200 ft. of the proposed property. Mr. Thurbon explained a zoning hierarchy is sent with property owner notifications.

Peter Hancock asked if D-2 has a lesser intensity than D-1. Mr. Thurbon explained why it

was.

Mr. Beck commented that he understood the scaling down of buildings and that the intent of the Planning Department is moving in that direction. However, with the previous rezoning of the property adjacent to the proposed being D-1, it makes it difficult to further restricting the classification.

Mrs. Ewing caveated Mr. Beck's statement and stated that a precedent had been set with the previous rezoning of the adjacent property.

June Ewing moved for approval as requested by the applicant of rezoning to the D-1 zoning classification, seconded by Scott Gales.

Mr. Thurbon requested that the rezoning cases, 1a and 1b, be voted on separately. Mr. Lackey agreed.

1a - APPROVAL. (9-0-0)

Scott Gales moved to approval as requested by the applicant of rezoning to D-1 zoning classification, seconded by Brett Klausman.

1b- APPROVAL. (9-0-0)

Kevin Beck left the room.

- 2. 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)**

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)**

Kevin Beck returned.

3. **P12/13 Berroth Subdivision (Preliminary Plat Phase)** by Jerald L. and Kristi L. Berroth on property located at the southeast corner of NW West Street and NW 5th Street extended. **(Diediker)**

Discussion by members: Dean Diediker summarized the staff report.

Scott Gales asked if the alleys had been vacated. Mr. Diediker confirmed, that as it was vacated in 1903.

Brett Klausman moved for approval as requested by the applicant, seconded by Richard Beardmore. **APPROVAL. (9-0-0)**

4. **Bailey Subdivision No.2 (Final Plat Phase) (P12/11)** by James D. Bogner, Daniel D. Bailey Sr. and Robin A. Bailey, Trustees of the Daniel D. and Robin A. Bailey Living Trust, Dated April 9, 1997 on properties located at 4112, 4120, 4124 NE Seward Avenue, and the tract of land north of 4124 NE Seward Avenue, all comprising approximately 4.46 acres within unincorporated Shawnee County, Kansas. **(Diediker)**

Discussion by members: Dean Diediker summarized the staff report.

Proponents:

Angela Sharp, Bartlett & West Engineers, spoke in favor of the proposal. Mrs. Sharp explained that the applicant has planned to close the facility entrances from Seward. With the approval of the proposed subdivision, vehicles will no longer wait on Seward to enter the business scales but within the property. This will increase safety on Seward.

Brett Klausman moved for approval as requested by the applicant, seconded by Dennis Haugh. **APPROVAL. (9-0-0)**

C. Adjournment @ 7:26 p.m.

**Minutes of the
Topeka Planning Commission
Monday, October 22, 2012**

P12/13 Berroth Subdivision (Final Plat Phase) by Jerald L. and Kristi L. Berroth on property located at the southeast corner of NW West Street and NW 5th Street extended.(**Diediker**)

Discussion by members: Dean W. Diediker summarized the staff report.

Scott Gales was delayed in arrival and abstained from the vote.

Kevin Beck moved for approval as requested by the applicant, seconded by Michelle Cuevas-Stubblefield. **APPROVAL. (7-0-1)**



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 4, 2012

Back Print

DATE: December 18, 2012
CONTACT PERSON: Pam Simecka/kej **DOCUMENT #:**
SECOND PARTY/SUBJECT: Expenditure Approval **PROJECT #:**
CATEGORY/SUBCATEGORY 014 Ordinances – Non-Codified / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by City Manager Jim Colson, allowing and approving City expenditures for the period of November 3, 2012, through November 30, 2012, and enumerating said expenditures therein. First and Final Reading.

(Approving expenditures in the amount of \$14,889,769.38.)

POLICY ISSUE:

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

STAFF RECOMMENDATION:

Staff is recommending the City Council move to approve the ordinance.

BACKGROUND:

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

BUDGETARY IMPACT:

Approved expenditures for the period November 3, 2012 through November 30, 2012, in the amount of \$14,889,769.38.

SOURCE OF FUNDING:

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

Item #23

ATTACHMENTS:

[DETAIL REPORT CB55 FOR 11-3 THRU 11-30-12](#)

[DETAIL REPORT AP FOR 11-3 THRU 11-30-12](#)

[Ordinance](#)

Payment Listing

CB255 Date: 12/04/12
Time: 15:16

JOB SUBMISSION PARAMETERS

User Name: HALL\kjohnson
Job Name : CB255KEJ2
Step Nbr : 1

Cash Code: 02 OPERATING ACCOUNT
or Cash Code Group:

Transaction Code: SYS AP SYSTEM PAYMENT
Check Date: 110312 - 113012
Check Nbr: -
Company: 1 CITY OF TOPEKA

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

Payment Listing

CB255 Date 12/04/12
Time 15:16

Page 1

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

Transaction Code SYS AP SYSTEM PAYMENT

Reference Number	Payment Nbr	Co.	Post Date	Pay Date	Void Date	Amount	Status	Payee Name	Pay Group	Proc Grp
PFEFFER SA	698678	1	11/01/12	11/09/12		741.00	Historical	SANDRA PFEFFER	COT	
GREEN BOYS	698679	1	11/01/12	11/09/12		306.73	Historical	GREEN BOYS LAWN CARE	COT	
RIGGIN RIC	698680	1	11/01/12	11/09/12		102.66	Historical	RICHARD RIGGIN	COT	
DAIMARU ST	698681	1	11/01/12	11/09/12		291.62	Historical	DAIMARU STEAKHOUSE &	COT	
WELSH NANC	698682	1	11/01/12	11/09/12		12.00	Historical	NANCY WELSH	COT	
VAUSBINDER	698683	1	10/12/12	11/09/12		284.28	Historical	JOHN E VAUSBINDER	COT	
HERRERA PH	698684	1	11/01/12	11/09/12		320.00	Historical	PHILLIP J HERRERA	COT	
HERRERA PH	698685	1	11/01/12	11/09/12		300.00	Historical	PHILLIP J ERRERA	COT	
CHESTNUT J	698686	1	11/01/12	11/09/12		50.00	Historical	JAMIE CHESTNUT	COT	
LAMOND RAC	698687	1	11/01/12	11/09/12		75.00	Historical	RACHAEL ANN LAMOND	COT	
TURNER RAY	698688	1	11/01/12	11/09/12		350.00	Historical	RAY J TURNER	COT	
BELL ISSAC	698689	1	11/01/12	11/09/12		772.00	Historical	ISSAC ROSS BELL	COT	
FOX ANTHON	698690	1	11/01/12	11/09/12		3.00	Historical	ANTHONY J FOX	COT	
MEJIA ERIC	698691	1	11/01/12	11/09/12		651.00	Historical	ERICK A MEJIA	COT	
GAVIN-NWAK	698692	1	11/01/12	11/09/12		75.00	Historical	LORRAINE GAVIN-NWAKP	COT	
ERDMAN AUS	698693	1	11/01/12	11/09/12		100.00	Historical	AUSTIN L ERDMAN	COT	
JACOUTOT S	698861	1	11/01/12	11/16/12		1.00	Historical	STEVEN JACOUTOT	COT	
MOLER DONA	698862	1	11/01/12	11/16/12		2.00	Historical	DONALD MOLER	COT	
SHEAHAN WI	698863	1	11/01/12	11/16/12		2.00	Historical	WILLIAM & MARSHA SHE	COT	
LOWERY-BOR	698864	1	11/01/12	11/16/12		2.00	Historical	BERYL LOWERY-BORN	COT	
FIGUEROA S	698865	1	11/01/12	11/16/12		2.00	Historical	STEPHANIE FIGUEROA	COT	
BROADBENT	698866	1	11/01/12	11/16/12		4.00	Historical	JUDY BROADBENT	COT	
LOW DONNA	698867	1	11/01/12	11/16/12		2.00	Historical	DONNA LOW	COT	
DODDS JAME	698868	1	11/01/12	11/16/12		4.00	Historical	JAMES DODDS	COT	
MCINTOSH E	698869	1	11/01/12	11/16/12		2.00	Historical	EARL OR CHERYL MCINT	COT	
BARTLETT L	698870	1	11/01/12	11/16/12		22.00	Historical	LOVELLA & THOMAS BAR	COT	
SHERRADEN	698871	1	11/01/12	11/16/12		2.00	Historical	RONALD & MYSEL SHERR	COT	
BUCKLEY SU	698872	1	11/01/12	11/16/12		12.00	Historical	SUE BUCKLEY	COT	
WILLIS SHA	698873	1	11/07/12	11/16/12		76.77	Historical	SHAWNTA L WILLIS	COT	
DUNC 1	698874	1	11/14/12	11/16/12		23.81	Historical	DUNC 1	COT	
WASHINGTON	698875	1	11/14/12	11/16/12		951.33	Historical	DEWEY WASHINGTON SR	COT	
EDWARDS ST	698876	1	11/06/12	11/16/12		563.00	Historical	STEPHANIE RAE EDWARD	COT	
SCHMIEDEKE	698877	1	11/05/12	11/16/12		400.00	Historical	MATTHEW EDWARD SCHMI	COT	
KINCADE CA	699022	1	11/21/12	11/30/12		238.37	Historical	CAROL KINCADE	COT	
LANSDOWN L	699023	1	11/16/12	11/30/12		45.00	Historical	LINDA M LANSDOWN	COT	
LOWREY RAM	699024	1	11/13/12	11/30/12		647.00	Historical	RAYMOND L LOWREY	COT	
WINRICK SH	699025	1	11/19/12	11/30/12		728.00	Historical	SHANE R WINRICK	COT	
POMEROY CH	699026	1	11/19/12	11/30/12		100.00	Historical	CHARLES K POMEROY	COT	
WEISSBECK	699027	1	11/08/12	11/30/12		1000.00	Historical	DUSTIN PATRICK WEISS	COT	
NOGALES-OS	699028	1	11/08/12	11/30/12		100.00	Historical	ALMA P NOGALES-OSUNA	COT	
MCCARTHY R	699029	1	11/08/12	11/30/12		152.00	Historical	REGINA L MCCARTHY	COT	
MINIKWU TA	699030	1	11/07/12	11/30/12		643.00	Historical	TAURENCE CORNEILUS M	COT	
MINIKWU TA	699031	1	11/08/12	11/30/12		24.00	Historical	TAURENCE CORNEILUS M	COT	
SANKEY WIL	699032	1	11/09/12	11/30/12		42.00	Historical	WILLIE M SANKEY	COT	
BAILEY TIM	699033	1	11/20/12	11/30/12		6.00	Historical	TIMOTHY L BAILEY	COT	
LUNDGREN H	699034	1	11/20/12	11/30/12		1.00	Historical	HILDA M LUNDGREN	COT	
PERALTA RO	699035	1	11/20/12	11/30/12		1.00	Historical	ROGER A PERALTA	COT	

Transaction Code SYS Total 10233.57

Payment Listing

CB255 Date 12/04/12
Time 15:16

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

Transaction Code SYS AP SYSTEM PAYMENT

Reference Number	Payment Nbr	Co.	Post Date	Pay Date	Void Date	Amount	Status	Payee Name	Pay Group	Proc Grp
PERALTA RO	699035	1	11/20/12	11/30/12		1.00	Historical	ROGER A PERALTA	COT	
						Cash Code 02 Total	-----	10233.57		
						Report Total	-----	10233.57		

*** REPORT COMPLETED ***

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
Electronic Payments			
24052 7271	11/09/2012 19906	LEE LLC, GREGORY A 3016	1,275.00 1,275.00
24053 17693 1	11/09/2012 17693	ADAME, GINA 47	550.00 550.00
24054 17647 3	11/09/2012 17647	BERG, JEREMY R 452	95.00 95.00
24055 18103 2	11/09/2012 18103	BRADEN K PALMBERG 6269	274.05 274.05
24056 17717	11/09/2012 17717	BURD, BRIAN C 6272	45.39 45.39
24057 41208.6430	11/09/2012	CAMPOS JR, VIDAL A ADV-SOMERTON AZ 11/12-16/12 769	195.50 195.50
24058 17710 1	11/09/2012 17710	COBB, MATTHEW P 991	550.00 550.00
24059 17777 2	11/09/2012 17777	CROSS, JENNIFER A 1184	101.99 101.99
24060 17776 2	11/09/2012 17776	CROSS, MICHAEL P 1185	298.01 298.01
24061 17775 3	11/09/2012 17775	DANIELSON, MATT A 1247	475.00 475.00
24062 17774	11/09/2012 17774	DAVIES, DANIEL M 1263	411.00 411.00
24063 17768 2	11/09/2012 17768	FALLEY, JANENE K 1611	254.21 254.21
24064 18023	11/09/2012 18023	LAMB, FRANCESKA 6305	374.00 374.00
24065 17811	11/09/2012 17811	GILCHRIST, SCOTT D 1890	152.23 152.23
24066 18106 3	11/09/2012 18106	PERT, GREGORY M 7212	293.94 293.94
24067 17816	11/09/2012 17816	GUSTAFSON, ROSS D 2023	393.89 393.89
24068 17956 1	11/09/2012 17956	HUNDERTFUND, RICHARD G 6284	550.00 550.00
24069 18098	11/09/2012 18098	JACK A SANDERS 6223	207.97 207.97
24070 41208.5561	11/09/2012	JERRY R MONASMITH ADV-FORT WORT TX 11/11-16/12 6307	294.00 294.00
24071 18000 1	11/09/2012 18000	KIRK, TONY 2878	550.00 550.00

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
24072 41208.4526	11/09/2012	KLAMM, JOSHUA D 2884 ADV-FORT WORTH TX 11/11-16/12	294.00 294.00
24073 41211.5331	11/09/2012	GANIEANY JR, LUTHER L 7783 WICHITA KS 10/22-23/12 DUI CON	230.37 230.37
24074 18100	11/09/2012 18100	MANUEL J MUNOZ 6253	379.16 379.16
24075 18027 2	11/09/2012 18027	MCLAUGHLIN, PATRICK M 3311	30.00 30.00
24076 17805 1	11/09/2012 17805	HAUGEN, MICHAEL 6345	550.00 550.00
24077 17959	11/09/2012 17959	MICHAEL W ISAMAN 6347	179.94 179.94
24078 18084 1	11/09/2012 18084	NELSON, JACOB W 3657	550.00 550.00
24079 18102 1	11/09/2012 18102	PATRICK A SALMON 6255	550.00 550.00
24080 41164.4281 41212.3417	11/09/2012	PEOPLES, DONNA 3885 ADV-NORFOLK VA 10/21-24/12 RCN-NORFOLK VA 10/21-10/24	-155.55 173.55 18.00
24081 17958	11/09/2012 17958	RONALD D HOLLAR 6300	415.21 415.21
24082 20797 1	11/09/2012 20797	SHELBY JOHN STURGEON 6231	450.00 450.00
24083 18136 2	11/09/2012 18136	SIMMONS, ROBERT W 4570	422.03 422.03
24084 18138 1	11/09/2012 18138	SLOAN, JEFFREY D 4608	550.00 550.00
24085 18144	11/09/2012 18144	STRATHMAN, JARED D 4791	420.00 420.00
24086 18143 1	11/09/2012 18143	STURGEON, CHRISTOPHER A 4804	550.00 550.00
24087 18019 2	11/09/2012 18019	TRACY W MCCAMURY 6248	174.00 174.00
24088 18147	11/09/2012 18147	UNRUH, CONRAD J 5167	550.00 550.00
24089 41164.4274 41212.4268	11/09/2012	VOLKEL, DARREL 5241 ADV-NORFOLK VA 10/21-24/12 RCN-NORFOLK VA 10/21 - 10/24	-155.55 167.55 12.00
24090 18202	11/09/2012 18202	WARREN, JEREMY M 5299	280.00 280.00
24091 18221	11/09/2012 18221	WHEELLES, BRYAN 6256	144.90 144.90

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
24092 18205	11/09/2012 18205	WHISLER, JEFFREY A 5402	550.00 550.00
24093 71918 71928 72314	11/09/2012 17136 17136 17136	A 1 LOCK & KEY LLC 13	216.63 47.90 2.57 166.16
24094 2564 2565	11/09/2012 20124 20124	A T M CONCRETE 18	11,652.50 11,120.50 532.00
24095 20154 20155 20156	11/09/2012 16911 17366 19628	A-1 RENTAL INC 20	455.00 115.00 255.00 85.00
24096 268375 268377 268403 268329 268161 268220 268222 268708 268600 268610 268524 268528	11/09/2012 17021 16989 16989 16989 17021 16989 16989 16989 17021 16989 16989 16989	AAA ALLIED GROUP INC 22	462.00 38.50 38.50 38.50 38.50 38.50 38.50 38.50 38.50 38.50 38.50 38.50 38.50
24097 5775	11/09/2012 17569	ADVENTURETECH GROUP INC 74	37.50 37.50
24098 14395 10 14395 11 FINAL	11/09/2012 14395 14395	ALL AMERICAN ASPHALT & 120	80,495.82 5,400.00 75,095.82
24099 2300207062 2300209473 2300212026 2300213163 2300213872 2300214408 2300214409 2300214417 2300214420 2300214421 2300214422 2300214423	11/09/2012 19548 19548 19548 20423 17043 19548 17043 17043 20423 20423 20423 20423	AMERIPRIDE 197	1,094.89 170.69 170.69 168.25 74.51 29.75 170.93 35.00 15.95 4.98 52.63 129.80 71.71
24100 121010029 121010030	11/09/2012 17550 19470	ANSWER TOPEKA 237	1,499.10 74.50 1,424.60
24101 730037352	11/09/2012 20357	BARTLETT & WEST ENGINEERS 391	23,053.96 23,053.96
24102 W/E 11/06/12	11/09/2012 17144	BLUE CROSS BLUE SHIELD INC 528	52,417.88 52,417.88

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
24103 211291	11/09/2012 20580	BLUE DOT INC 531	3,600.00 3,600.00
24104 770253 1	11/09/2012 17045	BOETTCHER SUPPLY INC 543	101.75 101.75
24105 S079961	11/09/2012 20464	CDW GOVERNMENT INC 857	14.43 14.43
24106 138443 138444	11/09/2012 20659 20635	CHIEF SUPPLY CORPORATION 919	814.25 122.89 937.14
24107 53973 54002 54065 54066 54067 54104 54156	11/09/2012 19404 19404 19404 19404 19404 19404 19404	CONCRETE SUPPLY OF TOPEKA 1066	350.00 225.00 135.00 200.00 950.00 210.00 810.00 2,880.00
24108 20171835 20171646 20171706 20171775 20171787 20171822	11/09/2012 17054 17054 17054 17054 17054 17054	CROSS MIDWEST TIRE INC 1183	718.12 336.34 284.90 129.60 372.57 31.50 1,873.03
24109 76161654	11/09/2012 559648	DELL FINANCIAL SERVICES LP 1320	312.36 312.36
24110 W/E 11/01/12	11/09/2012 17145	DELTA DENTAL OF KANSAS INC 1323	9,209.68 9,209.68
24111 405465T 405527T 405528T	11/09/2012 17055 17055 17055	KCR INTERNATIONAL TRUCKS INC 1347	65.99 39.14 15.48 120.61
24112 053573 053581	11/09/2012 20054 20054	DIGITAL SECURITY INTEGRATORS 1230	35.00 833.52 868.52
24113 21578	11/09/2012 17056	DIGITAL SAFETY TECHNOLOGIES IN 1359	135.00 135.00
24114 120001132 120001131	11/09/2012 19494 19494	DURKIN EQUIPMENT CO 1451	3,273.60 2,481.20 5,754.80
24115 376270	11/09/2012 20574	ED ROEHR SAFETY PRODUCTS 1484	415.00 415.00
24116 189056	11/09/2012 19511	EPCO CARBON DIOXIDE PRODUCTS 1551	1,497.96 1,497.96
24117 PCSC0165299 PCSL1168962	11/09/2012 17062 17062	FOLEY INDUSTRIES 1734	-187.12 418.69 296.85

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
PCSL1169803	17062		65.28
24118	11/09/2012	GRAYBEAL CONSTRUCTION CO INC 1978	340,136.08
19242 7	19242		340,136.08
24119	11/09/2012	HARCROS CHEMICALS INC 2090	5,750.18
010177077	19534		5,750.18
24120	11/09/2012	HOUSING & CREDIT COUNSELING IN 2312	7,333.33
11012012A	18381		4,583.33
11012012B	17966		2,750.00
24121	11/09/2012	INTELLITIME 8508	20,340.00
12 5079	19394		10,170.00
12 5094	19394		10,170.00
24122	11/09/2012	ISS FACILITY SERVICES INC 2447	2,553.44
474725	18767		875.54
474764	17335		1,505.38
474787	18767		172.52
24123	11/09/2012	ITG CONSULTING INC 2449	8,000.00
3366	17263		8,000.00
24124	11/09/2012	J WARREN COMPANY INC 2469	2,375.00
18476 3 FINAL	18476		2,375.00
24125	11/09/2012	FREEMAN, JACK E 8644	121.21
1007	20402		121.21
24126	11/09/2012	JOINT ECONOMIC DEVELOPMENT 6898	676,908.59
PAYMENT 10/30/12	JEDO		676,908.59
24127	11/09/2012	KANSAS GAS SERVICE 2707	3,199.09
5100003431452095	KS GAS 620 MAD		430.09
5100367971003101	KS GAS WATER		83.26
5101029401003101	KS GAS FIRE		1,585.87
5107329101447470	KS GAS 1901 WE		61.55
5104416141447463	KS GAS 201 TOP		83.61
5104557811003101	KS GAS CODE		119.54
5105050161003101	KS GAS WPC		835.17
24128	11/09/2012	KANSAS TURF 7216	763.00
1272	19747		763.00
24129	11/09/2012	LAWYERS TITLE OF TOPEKA INC 3002	461.15
20813	20813		461.15
24130	11/09/2012	LETS HELP 5775	9,471.32
20121009	19230		9,471.32
24131	11/09/2012	LIGHTHOUSE CONTRACTING INC 3061	15,025.00
20408 8	20530		15,025.00
24132	11/09/2012	LUXURY LAWN & LANDSCAPE INC 3147	305.00
099386	18121		85.00
099757	18121		85.00
099758	18121		55.00
099880	20735		80.00
24133	11/09/2012	MATHESON TRI-GAS INC 7179	30.80
05678232	19438		30.80

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Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
24134	11/09/2012	MAX FIRE APPARATUS INC 3246	1,577.12
I0005136	17487		1,566.60
I0005141	17493		10.52
24135	11/09/2012	MEDTRAK SERVICES LLC 3330	81,466.72
126854	17146		62,315.01
127332	17146		19,150.91
127333	17146		0.80
24136	11/09/2012	NEENAN COMPANY 3649	861.68
S1922147 001	17323		861.68
24137	11/09/2012	O REILLY AUTO PARTS 3714	634.68
0152 350390	17091		-46.74
0152 350393	17091		-129.55
0152 350394	17188		33.14
0191 377152	17091		97.97
0152 350982	17188		22.05
0152 351024	17091		11.55
0152 351025	17091		-46.74
0152 350396	17091		96.40
0152 350508	17091		36.38
0152 350728	17091		80.79
0152 350730	17091		27.92
0152 350943	17091		127.42
0152 350967	17091		324.09
24138	11/09/2012	OMEGA DOOR AND HARDWARE 3747	561.36
35169	20616		84.00
35178	20463		477.36
24139	11/09/2012	POLYDYNE INC 5879	17,562.06
761561	19532		17,562.06
24140	11/09/2012	PROFESSIONAL ENGINEERING 4018	41,323.65
00609392	12621		3,067.20
00609393	19318		8,550.00
00609394	19318		6,625.00
00609395	19318		8,925.00
00609397	14863		6,634.30
00609398	20017		7,522.15
24141	11/09/2012	RALPH W STUMBAUGH III 5777	150.00
20221	20221		150.00
24142	11/09/2012	SHAWNEE COUNTY DEPT OF CORRECT 4503	63,974.82
18456 SEP 12	18456		63,974.82
24143	11/09/2012	SHI INTERNATIONAL CORPORATION 4540	13,334.00
B00813098	20655		13,334.00
24144	11/09/2012	SIRCHIE FINGERPRINT LABS 4585	1,171.75
0099354 IN	20636		1,171.75
24145	11/09/2012	SOUTHERN UNIFORM & EQUIPMENT 4672	3,757.32
82833	18180		582.84
83921	18180		1,227.00
84011	18605		114.50
84028	20570		1,832.98
24146	11/09/2012	STAPLES CONTRACT & COMMERCIAL 4725	1,476.97

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Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
114828835	20460		235.16
114854812	20460		18.66
115027953	20703		251.70
115036686	20564		154.56
115039484	20731		54.50
115051429	20732		82.00
115051602	20737		94.96
115063096	20749		498.50
115063119	20750		86.93
24147	11/09/2012	SUNFLOWER PAVING INC 4815	13,888.88
3407	20224		12,429.98
3416	20331		602.60
3422	20202		856.30
24148	11/09/2012	SUPERIOR SIGNALS INC 6761	184.50
314222	17118		184.50
24149	11/09/2012	THYSSEN KRUPP ELEVATOR CORP 4982	1,410.78
3000263008	17385		1,410.78
24150	11/09/2012	TOPEKA METROPOLITAN TRANSIT 8812	61,355.03
SNCO TAX 10/30/1	MIP		61,355.03
24151	11/09/2012	TOPEKA PERFORMING ARTS CENTER 5040	271.00
20516	20516		271.00
24152	11/09/2012	TOPEKA TRANSMISSION SERVICE IN 5057	499.90
53515	17103		499.90
24153	11/09/2012	TRIA HEALTH LLC 6938	3,750.00
WT966	17373		3,750.00
24154	11/09/2012	TRUCK PARTS & EQUIPMENT INC 5102	1,406.49
325735	17104		29.11
325648	17104		218.39
325663	17104		62.44
325666	17195		65.40
325699	17195		127.52
325700	17104		10.73
325723	17104		11.25
325428	17104		95.64
325449	17195		399.00
325541	17104		48.05
325547	17195		120.57
325647	17104		218.39
24155	11/09/2012	U S LIME COMPANY - ST CLAIR 5117	12,495.21
137990	19625		3,342.75
138011	19625		2,943.44
138035	19625		6,209.02
24156	11/09/2012	UMB BANK NA 5127	27,819.17
PCARD11062012			27,819.17
24157	11/09/2012	VANDERBILT'S NO 6 5199	249.98
177592	20614		109.99
178307	20614		139.99
24158	11/09/2012	VICTOR L PHILLIPS COMPANY INC 5225	2,384.46
WT31460	17106		198.38
WT31472	17106		1,488.20

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
WT31482	17106		697.88
24159	11/09/2012	WALKER TOWEL & UNIFORM SERVICE 5266	371.28
1601391	17337		3.60
1601392	17337		15.00
1601393	17337		11.60
1601399	17337		8.00
1600832	17010		7.65
1600834	17010		23.90
1600836	19402		15.80
1601388	17337		16.90
1601389	17337		2.40
1601390	17337		27.70
1593824	19401		90.28
1595007	19402		16.75
1597910	19402		15.80
1599633	19401		87.65
1600246	17010		12.45
1592030	19402		15.80
24160	11/09/2012	WENDLING NOE NELSON & JOHNSON 5365	900.00
29645	20304		900.00
24161	11/09/2012	WINGFOOT COMMERCIAL TIRE 5494	1,708.34
123 1043273	17111		616.64
123 1043296	17199		1,091.70
24162	11/09/2012	ING AETNA FINANCIAL SERVICES 2397	10,700.00
DC1012110710294		Def Comp EE - Regular Amt	-100.00
DC1012110910294		Def Comp EE - Regular Amt	10,800.00
24163	11/09/2012	NATIONAL GUARDIAN LIFE INSURAN 5737	112.16
17253 REF IA2759(	17253		112.16
24164	11/09/2012	3 M CO 4	7,698.60
TP69270	20545		2,802.60
TP69271	20545		4,896.00
24165	11/09/2012	ACE ELECTRIC JONES COMPANY INC 35	1,050.00
726	20801		1,050.00
24166	11/09/2012	BERRY COMPANIES INC 5408	1,337.89
06088047	19473		50.99
06088769	17318		530.25
06088897	17108		756.65
24167	11/09/2012	BETTIS ASPHALT & CONSTRUCTION 470	64,067.36
1209 041	19813		10,691.04
1209 054	14388		53,376.32
24168	11/09/2012	C-HAWKK CONSTRUCTION INC 911	2,348.30
15592	19476		462.30
15593	19476		420.00
15594	19476		87.10
15595	19476		163.20
15596	19476		162.00
15589	19476		737.00
15590	19476		142.50
15591	19476		174.20
24169	11/09/2012	CAPITAL BELT & SUPPLY INC 776	944.29
61680	17050		8.20
61686	19413		198.74

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Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
61692	19413		54.28
61697	17050		33.88
61707	19413		20.22
61736	19413		167.77
61756	19413		50.15
61762	17050		15.82
61787	19413		395.23
24170	11/09/2012	CAPITAL CITY OIL CO INC 778	34,340.21
0008146	17127		31,220.44
018429	17164		589.10
L7899	17164		1,820.07
018552	17164		710.60
24171	11/09/2012	CENTURY UNITED COMPANIES INC 870	356.60
253829	17036		288.74
254204	17036		67.86
24172	11/09/2012	CHAMPION BRANDS LLC 883	1,114.56
432260	17167		171.40
432261	17167		943.16
24173	11/09/2012	FERGUSON ENTERPRISES INC 1639	8,836.37
1810955	19422		28.72
1816630	20388		6,936.75
1823633	20605		1,870.90
24174	11/09/2012	FLU CON INC 1729	242.97
P 87692 0	17061		162.42
P 87705 0	17061		80.55
24175	11/09/2012	GRAYBAR 1977	94.92
963095084	17582		94.92
24176	11/09/2012	HD SUPPLY FACILITIES 5175	1,044.86
799967	19418		601.32
803767	19418		293.75
803946	19418		149.79
24177	11/09/2012	LINDYSPRING WATER LLC 3071	8.00
741974	18177		8.00
24178	11/09/2012	MICHAEL D MEGGISON 3157	13,170.63
192	20066		2,624.00
193	20071		2,303.75
194	20029		5,390.00
195	20164		2,852.88
24179	11/09/2012	MCELROY'S INC 3289	5,108.38
0692636 IN	20794		60.13
0824983 IN	17401		5,048.25
24180	11/09/2012	NEPTUNE TECHNOLOGY GROUP INC 3658	15,092.00
N326614	20349		15,092.00
24181	11/09/2012	SALISBURY SUPPLY COMPANY INC 4352	76.97
01092909	19474		15.04
01093380	17526		24.80
01093569	19474		37.13
24182	11/09/2012	TAZCO INC 4885	17,823.93
2673	20637		10,570.88

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
2675	20557		273.00
2676	20556		1,603.70
2677	20204		5,376.35
24183	11/09/2012	WATER PRODUCTS INC 5324	21,636.70
0942888 IN	20667		886.00
0943546 IN	19977		20,750.70
24184	11/16/2012	COOK & FISHER LLP 1088	9,660.00
41742 2012	CONTRACT		9,660.00
24185	11/16/2012	CRAIG A GIFFORD 6276	314.76
EE 41213 4397	17303		314.76
24186	11/16/2012	DARYL L LUDOLPH 6270	288.26
EE41220 3691	17302		288.26
24187	11/16/2012	FISHER, TERRY 1697	36.00
41179.3413		EE-ABC DL REIMBURSEMENT	36.00
24188	11/16/2012	GAYLENE R EPKE 6192	264.00
41190.3845		ADV-ST CHARLES MO 11/26-30/12	264.00
24189	11/16/2012	HILL, BRIAN C 2243	376.68
EE41213 3607	17280		376.68
24190	11/16/2012	HILTON, SHANE A 2252	600.00
EE41213 6191	17281		600.00
24191	11/16/2012	KNIGHT, RICHARD 2895	82.80
41214.6386		JACKSON MS 5/14-15/12	82.80
24192	11/16/2012	LONGWORTHY, MATTHEW A 8266	90.00
41205.5697		EE-FOP BOOT REIMBURSEMENT	90.00
24193	11/16/2012	MCGINLEY, SHANE L 3295	234.23
EE41218 3673	17283		234.23
24194	11/16/2012	SHERER, JESSE L 4537	600.00
EE41207 3434	17290		600.00
24195	11/16/2012	A 1 LOCK & KEY LLC 13	6.91
71959	17136		6.91
24196	11/16/2012	A T M CONCRETE 18	2,942.10
2575	20598		2,942.10
24197	11/16/2012	AAA ALLIED GROUP INC 22	1,189.00
268379	16989		38.50
268408	16989		38.50
196 1112	17012		650.00
268070	16989		38.50
267895	16989		38.50
267897	16989		38.50
268712	16989		77.00
268670	16989		38.50
268563	16989		38.50
268667	16989		38.50
268668	16989		38.50
268669	16989		38.50
268530	16989		38.50
268531	16989		38.50

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
24198 399938	11/16/2012 17514	ALAMAR UNIFORMS LLC 103	75.90 75.90
24199 I0057310	11/16/2012 20510	ALEXANDER OPEN SYSTEMS 112	3,805.23 3,805.23
24200 14395 12	11/16/2012 14395	ALL AMERICAN ASPHALT & 120	75,095.82 75,095.82
24201 5181	11/16/2012 19042	ALTERNATIVES INC 8445	1,575.50 1,575.50
24202 F1050996MK	11/16/2012 16997	AMERICAN MESSAGING SERVICES 5814	195.96 195.96
24203 2300216965 2300216968 2300217946 2300218788 2300219349 2300219367 2300215499 2300216320 2300216937 2300216946 2300216958 2300216960	11/16/2012 20423 20423 20423 17043 17043 17043 20423 17043 17043 17043 20423 20423	AMERIPRIDE 197	129.80 71.66 74.51 29.75 35.00 15.95 74.51 29.75 35.00 15.95 4.98 52.63 569.49
24204 16011 2 FINAL	11/16/2012 16011	AMINO BROTHERS CO INC 8026	27,974.66 27,974.66
24205 101473	11/16/2012 17013	ANIMAL CLINIC OF NORTH TOPEKA 235	10,100.81 10,100.81
24206 2070	11/16/2012 20511	ARMSTRONG CONSTRUCTION 255	4,220.00 4,220.00
24207 DEC 2012 ADMIN W/E 11/13/12 W/E 11/20/12 PREF	11/16/2012 17144 17144 17144	BLUE CROSS BLUE SHIELD INC 528	86,453.40 106,532.71 105,000.00 297,986.11
24208 124950	11/16/2012 18182	BOBS JANITORIAL SERVICE & SUPP 539	12,185.00 12,185.00
24209 026081	11/16/2012 17739	CENTRAL NEBRASKA PACKING INC 7337	3,739.89 3,739.89
24210 54345 54358 54412 54439 54440 54468 54188 54189 54218 54288 54328	11/16/2012 19404 19404 19404 19404 19404 19404 19404 19404 19404 19404 19404	CONCRETE SUPPLY OF TOPEKA 1066	272.50 169.00 605.00 545.00 545.00 223.50 217.50 500.00 250.00 1,400.00 441.50 5,169.00

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
24211 80 10 0189	11/16/2012 18564	CONTECH ENGINEERED SOLUTIONS 8337	420.00 420.00
24212 20644	11/16/2012 20644	CRAIG LAWSON PAINTING 1159	5,570.00 5,570.00
24213 17732 6	11/16/2012 17732	CRIME STOPPERS OF TOPEKA INC 1171	49.24 49.24
24214 20172087 20171935 20171936 20171976 20171999 20172021	11/16/2012 17054 17054 17054 17054 17054 17054	CROSS MIDWEST TIRE INC 1183	1,736.77 533.02 18.38 93.00 140.75 10.50 941.12
24215 XJ12K8576	11/16/2012 20744	DELL COMPUTER 1319	575.48 575.48
24216 76161655 76161656 76161657	11/16/2012 559507 558988 559182	DELL FINANCIAL SERVICES LP 1320	6,164.66 3,587.19 2,031.23 546.24
24217 W/E 11/08/12	11/16/2012 17145	DELTA DENTAL OF KANSAS INC 1323	9,695.90 9,695.90
24218 405617T 405630T 405658T 151251 151282 405694T 405695T 405790T 405803T	11/16/2012 17055 17169 17055 17055 17055 17055 17055 17055 17055	KCR INTERNATIONAL TRUCKS INC 1347	2,250.12 57.28 266.40 88.54 499.89 1,171.77 50.48 27.46 7.74 80.56
24219 120001138 120001139	11/16/2012 19494 19494	DURKIN EQUIPMENT CO 1451	9,283.30 3,261.60 6,021.70
24220 376688 376689	11/16/2012 20574 20340	ED ROEHR SAFETY PRODUCTS 1484	1,589.44 990.00 599.44
24221 1221 1222 1224 1225 1226 1227 1228	11/16/2012 20168 20132 20180 20206 20145 20111 20274	ELITE CONCRETE 6795	18,375.97 817.20 1,600.70 1,405.00 2,615.50 5,889.43 1,375.00 4,673.14
24222 189919 190362	11/16/2012 19511 19511	EPCO CARBON DIOXIDE PRODUCTS 1551	2,995.92 1,506.72 1,489.20
24223	11/16/2012	EUROFINS EATON ANALYTICAL INC 8594	3,050.00

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
L0103263	20392		930.00
L0103781	20392		2,120.00
24224	11/16/2012	FOLEY INDUSTRIES 1734	15.36
PCSL1174546	17062		15.36
24225	11/16/2012	GARDA CL SOUTHWEST INC 1839	600.00
186 384212	20264		600.00
24226	11/16/2012	GATES ELECTRIC 1850	100.00
6541	20727		100.00
24227	11/16/2012	GRAYBEAL CONSTRUCTION CO INC 1978	3,496.50
19242 6	19242		3,496.50
24228	11/16/2012	HARCROS CHEMICALS INC 2090	2,076.83
010177223	20690		2,076.83
24229	11/16/2012	HELPING HANDS HUMANE SOCIETY I 2183	24,040.39
35806 2012	CONTRACT		24,040.39
24230	11/16/2012	HENRY OUTDOOR POWER LLC 8004	1,050.00
030026	18759		625.00
030027	18759		425.00
24231	11/16/2012	HERNLY ASSOCIATES INC 2214	695.00
10875	20776		695.00
24232	11/16/2012	INNOVATIVE BUSINESS CONCEPTS 8226	1,208.33
41849 2012	CONTRACT		1,208.33
24233	11/16/2012	IREY, MARVIN W 2443	32,414.95
14632 8	14632		32,414.95
24234	11/16/2012	ITG CONSULTING INC 2449	8,510.00
3367	17263		8,510.00
24235	11/16/2012	J A LYDEN CONSTRUCTION CO INC 7051	525.46
1223	20620		525.46
24236	11/16/2012	JAYHAWK FILE EXPRESS LLC 2502	498.00
N617636	DE	W/O#N030770 10/24/12	23.00
N617637	DE	W/O#N030304/N030786 10/3 & 24	183.00
N617638	DE	W/O# N030297 10/03/12	181.00
N617640	DE	W/O#N030431/N030908 10/10 & 31	74.00
N617644	DE	W/O# N030768 10/24/12	37.00
24237	11/16/2012	KAN EQUIPMENT INC 2621	3,475.73
6 185901	17076		196.40
6 185916	17076		159.95
6W116684	17076		655.13
6W116714	17076		2,464.25
24238	11/16/2012	KANSAS DEPT OF CORRECTIONS 2673	12,531.60
2013 10 AH	17039		8,346.39
2013 10 CI	17032		4,185.21
24239	11/16/2012	KANSAS GAS SERVICE 2707	4,168.93
5106094271423661	KS GAS MUNICIP		758.30
5106114511447478	KS GAS PARK		675.69
5103036391452105	KS GAS POLICE		876.08
5104001871447455	KS GAS WPC		1,858.86

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
24240 1273	11/16/2012 19747	KANSAS TURF 7216	104.50 104.50
24241 947684	11/16/2012 20835	SOUDEK, KARL E 7578	60.00 60.00
24242 17153 OCT 12	11/16/2012 17153	LANDES, DENISE 2952	60.00 60.00
24243 19412F 19844F 20527F 20733F	11/16/2012 19412 19844 20527 20733	LIGHTHOUSE CONTRACTING INC 3061	4,689.00 8,476.00 10,060.00 2,246.00 25,471.00
24244 1684 1685	11/16/2012 20829 20184	LT TRUCKING & TRENCHING 3126	400.00 28,430.19 28,830.19
24245 50317892 50317883 50317884 50317885 50317891	11/16/2012 19438 16981 16981 16981 19438	MATHESON TRI-GAS INC 7179	60.08 106.48 34.54 34.54 175.92 411.56
24246 20586 20683 20685 20708	11/16/2012 20586 20683 20685 20708	MICHAEL & SONS INC 3377	3,156.94 3,782.08 4,170.29 7,365.85 18,475.16
24247 1392660 01	11/16/2012 19437	MID-STATES SUPPLY CO INC 3402	502.20 502.20
24248 19299 OCT 12	11/16/2012 19299	MILLS, RANDY W 3456	346.40 346.40
24249 M0054741	11/16/2012 TEMP NOTES	MOODY'S INVESTORS SERVICE 2012A TEMP NOTES 7102	1,750.00 1,750.00
24250 17152 OCT 12	11/16/2012 17152	MURPHY, CHRISTA 3582	20.00 20.00
24251 S1925509 001 S1926049 001	11/16/2012 17323 17323	NEENAN COMPANY 3649	165.67 36.04 201.71
24252 66855	11/16/2012 20766	NEKAN WEATHERPROOFING INC 3655	2,743.00 2,743.00
24253 L38426	11/16/2012 18537	NPS SALES INC 8330	43.50 43.50
24254 0152 350217 0152 350252 0152 350256 0152 351757 0152 351879 0152 351925	11/16/2012 17091 17091 17091 17091 17091 17091	O REILLY AUTO PARTS 3714	35.33 13.70 1.99 29.99 63.86 32.38 323.57

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
0152 351991	17091		17.06
0152 351198	17091		17.96
0152 351579	17188		35.00
0152 351580	17091		76.30
24255	11/16/2012	PACE ANALYTICAL SERVICES 3794	1,189.00
126124417	17465		1,189.00
24256	11/16/2012	PEPSI COLA OF TOPEKA 3887	271.97
120003056208	17756		60.15
120003056308	17756		211.82
24257	11/16/2012	R & R VENTURES OF TOPEKA INC 4065	2,142.00
2012 22	17348		2,142.00
24258	11/16/2012	RAILROAD HERITAGE 4078	23,500.00
32667 2012	CONTRACT		23,500.00
24259	11/16/2012	RAY O HERRON COMPANY 4118	1,398.30
1225067 IN	17471		374.00
1225965 IN	17471		187.00
1226298 IN	20486		16.40
1226299 IN	20573		8.20
1226418 IN	20608		812.70
24260	11/16/2012	REIN, LINNEA S 4166	2,106.00
508932	17011		33.00
508934	17011		246.00
508935	17011		37.00
508939	17011		86.00
508940	17011		75.00
508942	17011		37.50
508993	17011		46.00
508987	17011		4.00
508988	17011		43.00
508989	17011		24.00
508990	17011		81.00
508991	17011		5.50
508992	17011		46.00
508978	17011		49.00
508979	17011		11.00
508981	17011		31.00
508982	17011		33.00
508983	17011		22.00
508986	17011		62.00
508968	17011		21.50
508972	17011		27.00
508973	17011		5.50
508975	17011		14.00
508976	17011		93.00
508977	17011		45.00
508959	17011		294.00
508961	17011		43.00
508962	17011		8.00
508965	17011		72.00
508966	17011		49.00
508967	17011		37.00
508951	17011		11.00
508952	17011		20.00
508953	17011		11.00
508955	17011		10.00
508957	17011		42.00
508958	17011		65.50

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
508943	17011		21.00
508944	17011		21.50
508946	17011		72.00
508947	17011		31.00
508948	17011		62.00
508949	17011		58.00
24261	11/16/2012	SECURED STAFFING INC 8079	17,627.04
212 361	20008		13,502.04
212 373	20368		1,722.00
212 374	20108		2,205.00
212 375	20368		198.00
24262	11/16/2012	SELLERS EQUIPMENT INC 4470	4,331.20
IC217277	17095		1,504.29
IC217278	17192		2,674.02
IC217480	17095		152.89
24263	11/16/2012	SHI INTERNATIONAL CORPORATION 4540	197,502.00
B00823152	20142		197,502.00
24264	11/16/2012	SOUND PRODUCTS INC 4663	46.56
3129329 IN	17551		46.56
24265	11/16/2012	STAPLES CONTRACT & COMMERCIAL 4725	4,330.63
113091370	18639		443.96
115165214	20850		58.60
115165364	20853		39.50
115176429	20863		279.79
115118453	20811		64.78
115131145	20750		133.56
115131889	20810		21.68
115131948	20812		288.79
115132259	20824		801.11
115153178	20848		208.82
115107084	20783		518.12
115107160	20791		116.15
115107185	20785		952.53
115107190	20792		83.16
115107302	20804		89.06
115118341	20810		19.33
115106461	20786		61.75
115107062	20784		149.94
24266	11/16/2012	SUNFLOWER PAVING INC 4815	84,808.28
3425	19586		5,277.50
3431	20559		2,978.50
3463	20251		931.05
3464	20553		983.25
3465	20550		2,593.50
3466	20799		2,410.80
3432	20629		2,896.90
3443	20780		2,022.58
3446	20472		61,261.20
3448	20102		1,918.75
3449	20226		1,534.25
24267	11/16/2012	SUPERIOR SIGNALS INC 6761	24.50
314626	17118		24.50
24268	11/16/2012	TOPEKA PERFORMING ARTS CENTER 5040	15,625.00
40039 2012	CONTRACT		15,625.00

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
24269	11/16/2012	J J & J INC 5053	270.00
5721	20851		120.00
5729	20851		150.00
24270	11/16/2012	TRUCK PARTS & EQUIPMENT INC 5102	235.43
325997	17104		208.09
326069	17195		27.34
24271	11/16/2012	U S LIME COMPANY - ST CLAIR 5117	12,160.80
138068	19625		3,009.58
138108	19625		3,261.91
138124	19625		5,889.31
24272	11/16/2012	UMB BANK NA 5127	25,245.85
PCARD11092012			22,548.13
PCARD11142012			2,697.72
24273	11/16/2012	UNIVERSAL SYSTEMS INC 5161	2,813.64
349063	17571		2,813.64
24274	11/16/2012	VANDERBILT'S NO 6 5199	99.99
179952	17005		99.99
24275	11/16/2012	VETERINARY MEDICAL & SURGICAL 5222	700.83
65626	17429		95.20
65685	17429		605.63
24276	11/16/2012	VICTOR L PHILLIPS COMPANY INC 5225	49.26
IT13377	17106		49.26
24277	11/16/2012	WALKER TOWEL & UNIFORM SERVICE 5266	216.20
1568092	18037		5.25
1568093	18037		15.05
1573843	18037		5.25
1573844	18037		15.05
1603688	17010		7.65
1603690	17010		23.90
1603691	19402		15.80
1606161	17010		12.45
1606760	17010		7.65
1606762	17010		23.90
1603100	17010		12.45
1603119	18037		10.40
1597332	18037		10.40
1579699	18037		5.25
1579700	18037		15.05
1585621	18037		5.25
1585622	18037		15.05
1591440	18037		10.40
24278	11/16/2012	WINGFOOT COMMERCIAL TIRE 5494	87.47
123 1043303	17111		87.47
24279	11/16/2012	GARCIA, CARLOS 8819	1,239.00
CRA105-1012		S+C Oct 2012 Payment	39.00
CRA105-1112		S+C Nov 2012 Payment	600.00
CRA105-DEP		DEPOSIT	600.00
24280	11/16/2012	COZY HOME RENTAL MGMT LLC 1155	307.00
VAS101-1112		S+C Nov 2012 Payment	307.00
24281	11/16/2012	GORDON, PATRICK L 1946	123.00

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
LEO101-1112A		S+C Nov 2012 Payment	123.00
24282	11/16/2012	SARGENT APARTMENT VENTURE 7278	84.00
LOR105-1112A		S+C Nov 2012 Payment	84.00
24283	11/16/2012	ALLSTATE WORKPLACE DIV / SHORT 147	1,804.72
SD5012111613420:		Short-Term Disability EE - AT	486.08
SD5012111613420:		Short-Term Disability EE - AT	21.45
SD5012111613420:		Short-Term Disability EE - AT	46.37
SD5012111613420:		Short-Term Disability EE - AT	150.96
SD5012111613420:		Short-Term Disability EE - AT	142.64
SD1012111613420:		Short-Term Disability EE - PT	42.00
SD1012111613420:		Short-Term Disability EE - PT	4.55
SD5012111613420:		Short-Term Disability EE - AT	14.30
SD5012111613420:		Short-Term Disability EE - AT	210.95
SD5012111613420:		Short-Term Disability EE - AT	204.07
SD5012111613420:		Short-Term Disability EE - AT	207.39
SD5012111613420:		Short-Term Disability EE - AT	228.44
SD5012111613420:		Short-Term Disability EE - AT	45.52
24284	11/16/2012	ALLSTATE WORKPLACE DIV/CANCER 148	4,503.74
CA1012111613420:		Cancer EE Low - PT	314.38
CA1012111613420:		Cancer EE Low - PT	560.48
CA1012111613420:		Cancer EE Low - PT	34.02
CA1012111613420:		Cancer EE Low - PT	48.46
CA1012111613420:		Cancer EE Low - PT	63.88
CA1012111613420:		Cancer EE Low - PT	12.36
CA1112111613420:		Cancer EE High - PT	79.16
CA1112111613420:		Cancer EE High - PT	425.84
CA1112111613420:		Cancer EE High - PT	179.48
CA1112111613420:		Cancer EE High - PT	33.44
CA1112111613420:		Cancer EE High - PT	898.16
CA1112111613420:		Cancer EE High - PT	33.44
CA1112111613420:		Cancer EE High - PT	63.48
CA1112111613420:		Cancer EE High - PT	121.48
CA1112111613420:		Cancer EE High - PT	33.44
CA1112111613420:		Cancer EE High - PT	121.48
CA1012111613420:		Cancer EE Low - PT	146.36
CA1012111613420:		Cancer EE Low - PT	53.60
CA1012111613420:		Cancer EE Low - PT	732.66
CA1012111613420:		Cancer EE Low - PT	151.50
CA1012111613420:		Cancer EE Low - PT	14.44
CA1112111613420:		Cancer EE High - PT	382.20
24285	11/16/2012	CITY OF TOPEKA FRIENDSHIP FUND 948	338.00
FR1012111613420:		Friendship Fund	103.50
FR1012111613420:		Friendship Fund	26.00
FR1012111613420:		Friendship Fund	14.00
FR1012111613420:		Friendship Fund	13.00
FR1012111613420:		Friendship Fund	9.00
FR1012111613420:		Friendship Fund	2.00
FR1012111613420:		Friendship Fund	9.00
FR1012111613420:		Friendship Fund	26.00
FR1012111613420:		Friendship Fund	109.50
FR1012111613420:		Friendship Fund	23.00
FR1012111613420:		Friendship Fund	3.00
24286	11/16/2012	ING AETNA FINANCIAL SERVICES 2397	48,214.07
DC1012111613420		Def Comp EE - Regular Amt	4,298.79
DC1012111613420		Def Comp EE - Regular Amt	13,358.05
DC1012111613420		Def Comp EE - Regular Amt	300.00
DC1512111613420		Def Comp EE - Regular Pct	302.13
DC1512111613420		Def Comp EE - Regular Pct	40.18

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Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
DC1512111613420		Def Comp EE - Regular Pct	224.89
DC1512111613420		Def Comp EE - Regular Pct	73.42
DC1512111613420		Def Comp EE - Regular Pct	145.06
DC1512111613420		Def Comp EE - Regular Pct	312.20
DL0112111613420		Def Comp Loan - 1	103.21
DL0112111613420		Def Comp Loan - 1	35.56
DL0112111613420		Def Comp Loan - 1	50.37
DL0112111613420		Def Comp Loan - 1	1,398.87
DL0112111613420		Def Comp Loan - 1	9.44
DC9012111613420		Def Comp ER - KP&F Rate	710.10
DL0112111613420		Def Comp Loan - 1	820.42
DL0112111613420		Def Comp Loan - 1	1,594.59
DL0112111613420		Def Comp Loan - 1	140.63
DL0212111613420		Def Comp Loan - 2	66.63
DL0212111613420		Def Comp Loan - 2	18.98
DL0212111613420		Def Comp Loan - 2	54.90
DL0212111613420		Def Comp Loan - 2	80.12
DL0212111613420		Def Comp Loan - 2	230.55
DL0212111613420		Def Comp Loan - 2	411.72
DL0212111613420		Def Comp Loan - 2	198.74
DC1012111613420		Def Comp EE - Regular Amt	2,566.50
DC1012111613420		Def Comp EE - Regular Amt	140.00
DC1012111613420		Def Comp EE - Regular Amt	2,164.45
DC1012111613420		Def Comp EE - Regular Amt	246.54
DC1012111613420		Def Comp EE - Regular Amt	410.00
DC1012111613420		Def Comp EE - Regular Amt	1,232.60
DC1012111613420		Def Comp EE - Regular Amt	687.41
DC1012111613420		Def Comp EE - Regular Amt	15,787.02
24287	11/16/2012	INTERNATIONAL ASSOC OF	2424
UNI112111613420		Union Dues - IAFF	7,334.35
ADMIN FEE 11/16/	PAYROLL		-14.16
24288	11/16/2012	KANSAS PAYMENT CENTER	2732
0000000741211161		Child Support - Amt	228.92
24289	11/16/2012	KANSAS PAYMENT CENTER	2732
0000000861211161		Child Support - Amt	149.08
24290	11/16/2012	KANSAS PAYMENT CENTER	2732
0000000861211161		Child Support - Amt	163.43
24291	11/16/2012	KANSAS PAYMENT CENTER	2732
0000001141211161		Child Support - Amt	190.21
24292	11/16/2012	KANSAS PAYMENT CENTER	2732
0000001191211161		Child Support - Amt	510.16
24293	11/16/2012	KANSAS PAYMENT CENTER	2732
0000001451211161		Child Support - Amt	481.53
24294	11/16/2012	KANSAS PAYMENT CENTER	2732
0000001931211161		Child Support - Amt	177.75
24295	11/16/2012	KANSAS PAYMENT CENTER	2732
0000002041211161		Child Support - Amt	275.54
24296	11/16/2012	KANSAS PAYMENT CENTER	2732
0000002421211161		Child Support - Amt	53.08
24297	11/16/2012	KANSAS PAYMENT CENTER	2732
0000002421211161		Child Support - Amt	131.08

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Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
24298 0000002941211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	288.09 288.09
24299 0000003181211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	253.92 253.92
24300 0000003241211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	519.85 519.85
24301 0000003401211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	368.88 368.88
24302 0000003431211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	498.61 498.61
24303 0000003481211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	183.29 183.29
24304 0000003801211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	50.32 50.32
24305 0000003851211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	368.88 368.88
24306 0000004171211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	169.38 169.38
24307 0000004471211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	185.13 185.13
24308 0000004521211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	361.85 361.85
24309 0000004521211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	198.98 198.98
24310 0000005361211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	385.50 385.50
24311 0000005531211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	627.89 627.89
24312 0000005861211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	258.54 258.54
24313 0000005881211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	143.08 143.08
24314 0000006191211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	275.62 275.62
24315 0000006411211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	267.69 267.69
24316 0000006671211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	415.51 415.51
24317 0000007261211161	11/16/2012	KANSAS PAYMENT CENTER Child Support - Amt 2732	184.67 184.67

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Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
24318	11/16/2012	KANSAS PAYMENT CENTER 2732	121.88
0000007321211161		Child Support - Amt	121.88
24319	11/16/2012	KANSAS PAYMENT CENTER 2732	73.41
0000007651211161		Child Support - Amt	73.41
24320	11/16/2012	KANSAS PAYMENT CENTER 2732	122.77
0000007911211161		Child Support - Amt	122.77
24321	11/16/2012	KANSAS PAYMENT CENTER 2732	306.09
0000008151211161		Child Support - Amt	306.09
24322	11/16/2012	KANSAS PAYMENT CENTER 2732	446.45
0000008271211161		Child Support - Amt	446.45
24323	11/16/2012	KANSAS PAYMENT CENTER 2732	9.23
0000008421211161		Child Support - Amt	9.23
24324	11/16/2012	KANSAS PAYMENT CENTER 2732	314.31
0000008631211161		Child Support - Amt	314.31
24325	11/16/2012	KANSAS PAYMENT CENTER 2732	238.15
0000008661211161		Child Support - Amt	238.15
24326	11/16/2012	KANSAS PAYMENT CENTER 2732	464.91
0000009111211161		Child Support - Amt	464.91
24327	11/16/2012	KANSAS PAYMENT CENTER 2732	147.23
0000009241211161		Child Support - Amt	147.23
24328	11/16/2012	KANSAS PAYMENT CENTER 2732	88.64
0000009361211161		Child Support - Amt	88.64
24329	11/16/2012	KANSAS PAYMENT CENTER 2732	304.15
0000009591211161		Child Support - Amt	304.15
24330	11/16/2012	KANSAS PAYMENT CENTER 2732	326.87
0000009721211161		Child Support - Amt	326.87
24331	11/16/2012	KANSAS PAYMENT CENTER 2732	856.88
0000009821211161		Child Support - Amt	856.88
24332	11/16/2012	KANSAS PAYMENT CENTER 2732	351.80
0000010021211161		Child Support - Amt	351.80
24333	11/16/2012	KANSAS PAYMENT CENTER 2732	144.51
0000010151211161		Child Support - Amt	144.51
24334	11/16/2012	KANSAS PAYMENT CENTER 2732	124.15
0000010221211161		Child Support - Amt	124.15
24335	11/16/2012	KANSAS PAYMENT CENTER 2732	235.92
0000010401211161		Child Support - Amt	235.92
24336	11/16/2012	KANSAS PAYMENT CENTER 2732	182.83
0000010431211161		Child Support - Amt	182.83
24337	11/16/2012	KANSAS PAYMENT CENTER 2732	155.54
0000010561211161		Child Support - Amt	155.54
24338	11/16/2012	KANSAS PAYMENT CENTER 2732	221.61

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
0000010861211161		Child Support - Amt	221.61
24339	11/16/2012	KANSAS PAYMENT CENTER 2732	138.50
0000010931211161		Child Support - Amt	138.50
24340	11/16/2012	KANSAS PAYMENT CENTER 2732	153.69
0000010931211161		Child Support - Amt	153.69
24341	11/16/2012	KANSAS PAYMENT CENTER 2732	392.43
0000011291211161		Child Support - Amt	392.43
24342	11/16/2012	KANSAS PAYMENT CENTER 2732	279.78
0000011321211161		Child Support - Amt	279.78
24343	11/16/2012	KANSAS PAYMENT CENTER 2732	335.64
0000011811211161		Child Support - Amt	335.64
24344	11/16/2012	KANSAS PAYMENT CENTER 2732	113.11
0000011891211161		Child Support - Amt	113.11
24345	11/16/2012	KANSAS PAYMENT CENTER 2732	173.54
0000011891211161		Child Support - Amt	173.54
24346	11/16/2012	KANSAS PAYMENT CENTER 2732	369.23
0000011921211161		Child Support - Amt	369.23
24347	11/16/2012	KANSAS PAYMENT CENTER 2732	52.15
0000011921211161		Child Support - Amt	52.15
24348	11/16/2012	KANSAS PAYMENT CENTER 2732	147.74
0000011931211161		Child Support - Amt	147.74
24349	11/16/2012	KANSAS PAYMENT CENTER 2732	140.31
0000011931211161		Child Support - Amt	140.31
24350	11/16/2012	KANSAS PAYMENT CENTER 2732	56.31
0000012001211161		Child Support - Amt	56.31
24351	11/16/2012	KANSAS PAYMENT CENTER 2732	25.85
0000018871211161		Child Support - Amt	25.85
24352	11/16/2012	KANSAS PAYMENT CENTER 2732	235.38
0000022021211161		Child Support - Amt	235.38
24353	11/16/2012	KANSAS PAYMENT CENTER 2732	93.26
0000022021211161		Child Support - Amt	93.26
24354	11/16/2012	KANSAS PAYMENT CENTER 2732	230.77
0000004901211161		Child Support - Amt	230.77
24355	11/16/2012	NATIONAL GUARDIAN LIFE INSURAN 5737	3,278.60
VS1012111613420:		Vision EE - PT	396.98
VS1012111613420:		Vision EE - PT	731.25
VS1012111613420:		Vision EE - PT	69.98
VS1012111613420:		Vision EE - PT	142.49
VS1012111613420:		Vision EE - PT	91.07
VS1012111613420:		Vision EE - PT	39.65
VS5012111613420:		Vision EE - AT	11.69
VS1012111613420:		Vision EE - PT	170.45
VS1012111613420:		Vision EE - PT	200.78
VS1012111613420:		Vision EE - PT	1,207.29
VS1012111613420:		Vision EE - PT	189.01

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Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
VS1012111613420:		Vision EE - PT	27.96
24356	11/16/2012	UNITED WAY OF GREATER TOPEKA	5157
UW101211161342C		United Way	118.00
UW101211161342C		United Way	101.19
UW101211161342C		United Way	1.00
UW101211161342C		United Way	11.00
UW101211161342C		United Way	2.00
UW101211161342C		United Way	49.00
UW101211161342C		United Way	29.00
UW101211161342C		United Way	6.00
UW101211161342C		United Way	42.31
UW101211161342C		United Way	54.00
UW101211161342C		United Way	6.00
24357	11/16/2012	ACE ELECTRIC JONES COMPANY INC	35
618	20841		150.00
24358	11/16/2012	BERRY COMPANIES INC	5408
06089037	17318		89.98
24359	11/16/2012	BETTIS ASPHALT & CONSTRUCTION	470
1210 009	19193		197,634.18
1210 018	19742		173,570.54
1210 019	19742		188,122.51
1210 074	19193		810.82
24360	11/16/2012	C-HAWKK CONSTRUCTION INC	911
15613	19476		529.30
15614	17349		28.00
15615	17349		16.80
15616	17349		13.30
15607	19476		116.25
15608	19476		40.00
15609	19476		7.50
15610	19476		379.60
15611	19476		51.30
15612	19476		969.00
15606	19476		90.10
24361	11/16/2012	CAPITAL BELT & SUPPLY INC	776
61660	19413		311.66
61823	19413		92.30
61830	19413		6.24
24362	11/16/2012	CAPITAL CITY OIL CO INC	778
0016978	17127		31,493.72
DW 948	17325		593.23
DX 076	17127		1,178.71
018508	17051		530.40
018561	17127		35.91
018595	17164		1,091.20
018596	17051		-132.60
24363	11/16/2012	CHAMPION BRANDS LLC	883
432998	17167		984.86
24364	11/16/2012	FERGUSON ENTERPRISES INC	1639
1818386	20428		2,337.16
1818386 1	20428		280.88
1818386 2	20428		10,287.50
1829022	20679		6,337.16

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
24365	11/16/2012	FLU CON INC 1729	8,583.95
P 87920 0	17061		105.28
P 87925 0	17061		111.68
P 87985 0	17061		60.43
P 87996 0	17061		57.66
P 88025 0	17061		145.50
I 87644 0	20320		8,103.40
24366	11/16/2012	HACH COMPANY 2038	663.49
8008604	17221		663.49
24367	11/16/2012	KEY EQUIPMENT & SUPPLY CO 2847	18,240.76
220865	17081		268.44
220866	17081		292.72
220924	17081		17,679.60
24368	11/16/2012	MICHAEL D MEGGISON 3157	10,319.00
196	20099		2,445.00
197	20082		3,281.55
198	20714		2,061.20
199	20072		2,531.25
24369	11/16/2012	NEPTUNE TECHNOLOGY GROUP INC 3658	34,576.00
N327155	20429		14,976.00
N327275	20563		19,600.00
24370	11/16/2012	SALISBURY SUPPLY COMPANY INC 4352	464.06
01093920	19474		25.40
01094719	19474		411.10
01094720	17526		22.44
01095323	17526		5.12
24371	11/16/2012	SCHMIDTLEIN EXCAVATING INC 4406	27,123.25
13102 FINAL	20606		27,123.25
24372	11/16/2012	TAZCO INC 4885	64,754.37
2654	19820		4,284.00
2672	18272		45,825.00
2674	20098		5,048.91
2678	20205		3,553.71
2679	20483		6,042.75
24373	11/16/2012	TOPEKA ELECTRIC MOTOR REPAIR 5025	3,751.90
34652	17503		3,751.90
24374	11/16/2012	WATER PRODUCTS INC 5324	14,633.86
0944047 IN	20748		4,120.00
0944538 IN	19977		10,513.86
24375	11/16/2012	WC BENEFIT BOHLENDER1 8250	383.00
BOHLENDER 1 20' WC BENEFIT			383.00
24376	11/16/2012	WC BENEFIT BOHLENDER3 8256	383.00
BOHLENDER 3 20' WC BENEFIT			383.00
24377	11/16/2012	WC BENEFIT COX1 8249	127.50
COX 1 2012 WC BENEFITS			127.50
24378	11/16/2012	WC BENEFIT COX2 8251	127.50
COX 2 2012 WC BENEFITS			127.50
24379	11/16/2012	WC BENEFIT COX3 8253	510.00

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Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
COX 3 2012	WC BENEFITS		510.00
24380	11/16/2012	WC BENEFIT COX4	8255
COX 4 2012	WC BENEFITS		127.50
24381	11/16/2012	WC BENEFIT COX5	8257
COX 5 2012	WC BENEFITS		127.50
24382	11/16/2012	WC BENEFIT PATTERSON	8254
PATTERSON 2012.	WC BENEFITS		652.00
24383	11/19/2012	HEARTLAND PARK RACEWAY LLC	2158
18350-BONUS	18350		50,000.00
24384	11/19/2012	VISIT TOPEKA INC	5237
20033-BONUS	20033		50,000.00
24385	11/30/2012	MCANANY, VAN CLEAVE AND	6758
456787	20779		1,353.32
24386	11/30/2012	MCVAY LAW OFFICE LLC	3322
1355	20958		312.50
24387	11/30/2012	CLARK, BLAIN	7514
41183.5316		EE-STATION 9 TV REIMB	500.00
24388	11/30/2012	BRADEN K PALMBERG	6269
EE 41226 3081	17301		139.18
24389	11/30/2012	ADAMS, BRANDON	8188
41227.3265		EE-ABC DL REIMB	26.00
24390	11/30/2012	COPLEY, BRAXTON	8461
41219.5030		KANSAS CITY MO 11/2/12	9.00
24391	11/30/2012	GUSTAFSON, ROSS D	2023
41173.3891		ADV-COLUMBIA MO 10/14-18/12	-244.80
41200.6826		RCN-COLUMBIA MO 10/14-18/12	216.75
41200.68PB		RCN-COLUMBIA MO 10/14-18/12	28.05
41219.4367		COLUMBIA MO 10/29-11/1/12	165.75
24392	11/30/2012	HACK, BARBARA E	2039
41233.4258		PARK CITY KS 11/5-6/12	10.00
24393	11/30/2012	HAMERSKY, DAVID	2067
41192.4812		EE-MILEAGE 7/1-9/30/12	42.85
24394	11/30/2012	HEATHER STULTS-LINDSAY	6218
EE 41240 5670	17295		448.43
24395	11/30/2012	COLSON, JIM	8801
41229.4440		WASHINGTON DC 11/6-8/12	211.00
24396	11/30/2012	MCBURNEY, LARRY	3264
MILEAGE 11/1/12		WCCOT2010009430	71.49
24397	11/30/2012	NOONAN, TIMOTHY E	3690
41173.3880		ADV-COLUMBIA MO 10/14-18/12	-244.80
41200.6656		RCN-COLUMBIA MO 10/14-18/12	216.75
41200.66PB		RCN-COLUMBIA MO 10/14-18/12	28.05
41219.4406		COLUMBIA MO 10/29-11/1/12	165.75

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Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
24398	11/30/2012	RABER, TROY 4071	36.00
41149.3095		EE-ABC DL REIMBURSEMENT	36.00
24399	11/30/2012	RICHTER, KURT M 4205	600.00
EE 41218 3442	20859		600.00
24400	11/30/2012	RIDDER, CHARLES 4208	32.00
41218.3327		EE-AB DL REIMB	32.00
24401	11/30/2012	RIGGIN, VICTOR 4215	340.80
41207.43PB		RCN-HENDERSON NV 10/14-19/12	340.80
24402	11/30/2012	A 1 LOCK & KEY LLC 13	28.96
CR 2010 0000036 F	AMY L GRIMM		28.96
24403	11/30/2012	A B CREATIVE INC 15	6,231.00
74811	20228		6,231.00
24404	11/30/2012	AAA ALLIED GROUP INC 22	1,772.50
268388	16989		38.50
268330	16989		38.50
268334	16989		38.50
244012	17021		46.00
268141	16989		38.50
268142	16989		38.50
268228	16989		38.50
268077	16989		38.50
268129	16989		38.50
268132	16989		38.50
268134	16989		38.50
268136	17021		38.50
268140	16989		38.50
267976	16989		38.50
267980	16989		38.50
268071	16989		38.50
268075	16989		38.50
268076	16989		38.50
268804	16989		38.50
268806	16989		38.50
268807	16989		38.50
267975	16989		38.50
268691	16989		38.50
268692	16989		38.50
268716	16989		38.50
268719	16989		38.50
268681	16989		38.50
268683	16989		38.50
268684	16989		71.00
268685	16989		38.50
268689	16989		38.50
268690	16989		38.50
268672	17021		38.50
268673	16989		38.50
268674	16989		38.50
268678	16989		38.50
268680	16989		38.50
268532	16989		38.50
268533	16989		38.50
268536	17021		38.50
268537	16989		38.50
268539	16989		38.50
268541	16989		38.50
268409	17021		38.50

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Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
268410	17021		38.50
24405	11/30/2012	ALAMAR UNIFORMS LLC 103	399.60
396894	17514		69.00
396894 80	17514		-69.00
396900	17514		366.85
396900 80	17514		-366.85
399943	17514		414.45
399943 80	17514		-14.85
24406	11/30/2012	AMERIPRIDE 197	440.28
2300221712	17043		35.00
2300221718	17043		15.95
2300219373	20423		4.98
2300219375	20423		52.63
2300219378	20423		155.80
2300219380	20423		71.66
2300220378	20423		74.51
2300220768	17043		29.75
24407	11/30/2012	AMINO BROTHERS CO INC 8026	727,679.23
18174 8	18174		727,679.23
24408	11/30/2012	ANDRITZ SEPARATION INC 222	11,022.93
8480031894	20642		11,022.93
24409	11/30/2012	BARTLETT & WEST ENGINEERS 391	109,629.02
730037559	15648		13,240.00
730037560	15646		4,100.00
730037563	13852		723.00
730037579	16586		27,720.00
730037598	14374		39,171.02
730037609	19980		2,850.00
730037780	19980		21,825.00
24410	11/30/2012	BLUE CROSS BLUE SHIELD INC 528	86,037.92
W/E 11/20/12	17144		85,520.06
W/E 11/20/12 PREF	17144	PREPAY FOR WE 11/20/12	-105,000.00
W/E 11/27/12	17144		105,517.86
24411	11/30/2012	BLUE DOT INC 531	2,665.00
211949	20734		2,665.00
24412	11/30/2012	BOETTCHER SUPPLY INC 543	114.79
771218 1	17045		67.60
773006 1	17045		47.19
24413	11/30/2012	BRENNTAG MID SOUTH 607	4,076.19
BMS327927	17338		4,076.19
24414	11/30/2012	CASA OF SHAWNEE COUNTY 838	2,131.00
2012 3	18668		2,131.00
24415	11/30/2012	COCHRAN HEAD VICK & CO PA 7327	9,240.00
92072	18460		9,240.00
24416	11/30/2012	CODE PUBLISHING COMPANY 999	375.65
42005	20862		364.65
42083	20924		11.00
24417	11/30/2012	CODER ENGINEERING LLC 8178	3,670.50
20705 4	20705		3,670.50

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Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
24418	11/30/2012	COLLECTION BUREAU OF KANSAS IN 1023	8,340.15
1503	17481		25.08
1582	19408		5,527.07
1583	17314		164.30
1584	16990		1,098.29
1585	17559		1,422.94
1586	17558		23.22
1587	16990		79.25
24419	11/30/2012	COLUMBIA CAPITAL MANAGEMENT LL 1038	44,500.00
12116004	20521		44,500.00
24420	11/30/2012	CONCRETE SUPPLY OF TOPEKA 1066	4,949.75
54687	19404		1,853.00
54688	19404		545.00
54715	19404		545.00
54604	19404		218.00
54609	19404		279.00
54616	19404		196.25
54617	19404		272.50
54618	19404		605.00
54670	19404		436.00
24421	11/30/2012	CONSTELLATION NEW ENERGY GAS 1077	11,359.55
0007976476	CONSTELLATION		11,359.55
24422	11/30/2012	CONTECH ENGINEERED SOLUTIONS 8337	914.32
80 10 0200	18564		547.74
80 11 0059	18564		366.58
24423	11/30/2012	COOK FLATT & STROBEL ENGINEERS 1089	72,680.21
31758	20772		31,975.40
31810	20215		1,094.75
31813	18411		6,536.42
31820	20815		9,790.15
31845	20866		23,283.49
24424	11/30/2012	CORNERSTONE OF TOPEKA INC 1116	15,991.93
6232	559583		1,306.12
6234	12413		1,385.81
6235	19036		13,300.00
24425	11/30/2012	CRAIG LAWSON PAINTING 1159	2,345.00
20469	20469		2,345.00
24426	11/30/2012	CREATIVE LANDSCAPE INC 1166	6,139.97
20407	18566		982.02
20408	18521		1,122.03
20409	18521		400.92
20410	18539		570.00
20411	18539		80.00
20412	18539		570.00
20419	18521		353.00
20413	18539		80.00
20414	18539		570.00
20415	18521		353.00
20416	18521		353.00
20417	18521		353.00
20418	18521		353.00
24427	11/30/2012	CROSS MIDWEST TIRE INC 1183	2,443.17
20172230	17054		18.38

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
20172264	17054		1,678.52
20172361	17054		564.60
20172450	17054		31.50
20172469	17054		150.17
24428	11/30/2012	DELTA DENTAL OF KANSAS INC 1323	24,108.79
W/E 11/15/12	17145		11,042.09
W/E 11/21/12	17145		9,228.90
17145 OCT 12	17145		3,837.80
24429	11/30/2012	DEZURIK INC 6583	2,285.00
RPI 58013445	20883		2,285.00
24430	11/30/2012	KCR INTERNATIONAL TRUCKS INC 1347	1,206.14
406069T	17055		4.31
406082T	17055		10.83
406132T	17055		57.28
151307	17055		692.17
405888T	17055		61.98
405896T	17055		379.57
24431	11/30/2012	DIGITAL SECURITY INTEGRATORS 1230	169.00
053603	20054		169.00
24432	11/30/2012	DINKEL CONSTRUCTION INC 1362	19,522.00
20646 1	20646		19,522.00
24433	11/30/2012	EAST TOPEKA COUNCIL ON AGING 1469	3,241.00
09302012	18633		3,241.00
24434	11/30/2012	ELITE CONCRETE 6795	6,959.93
1244	20747		1,195.53
1245	20755		4,892.00
1246	20384		872.40
24435	11/30/2012	EPCO CARBON DIOXIDE PRODUCTS 1551	4,585.13
191580	19511		1,537.38
191854	19511		1,526.43
192784	19511		1,521.32
24436	11/30/2012	GO TOPEKA 1915	91,404.27
EXCESS FUNDS P DE			91,404.27
24437	11/30/2012	HAMM INC 6576	126,450.60
19537 4	19537		126,450.60
24438	11/30/2012	HARCROS CHEMICALS INC 2090	46,670.00
010177255	20615		46,670.00
24439	11/30/2012	HERNLY ASSOCIATES INC 2214	695.00
10882	20871		695.00
24440	11/30/2012	ITG CONSULTING INC 2449	14,050.00
3368	17263		7,140.00
3369	17263		6,910.00
24441	11/30/2012	FREEMAN, JACK E 8644	251.29
1010	20402		131.59
1011	20402		119.70
24442	11/30/2012	KANSAS BUREAU OF INVESTIGATION 2647	5,858.03
18390 OCT 12	18390		5,858.03

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Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
24443	11/30/2012	KANSAS GAS SERVICE 2707	1,555.71
5100602791447460	KS GAS POLICE		80.42
5100783221646796	KS GAS WPC		801.27
5102026671447452	KS GAS TRAFFIC		142.79
5105603091447461	KS GAS ENGINEER		67.37
5105899141447465	KS GAS 3245 WA		213.03
5104724991447462	KS GAS 201 TOP		250.83
24444	11/30/2012	KANSAS TURF 7216	500.00
1279	19747		500.00
24445	11/30/2012	LANGUAGE LINE SERVICES INC 2967	150.15
3044501	20956		150.15
24446	11/30/2012	LIGHTHOUSE CONTRACTING INC 3061	23,780.00
20408P	20408		14,565.00
311 F	20247		9,215.00
24447	11/30/2012	LP S EXCAVATING INC 3125	24,052.70
2012 215	20876		10,509.80
2012 223	20834		13,542.90
24448	11/30/2012	MAX FIRE APPARATUS INC 3246	229.80
10005192	17487		229.80
24449	11/30/2012	MEDTRAK SERVICES LLC 3330	63,001.43
127554	17146		47,962.46
128031	17146		14,567.70
128032	17146		471.27
24450	11/30/2012	MID-STATES SUPPLY CO INC 3402	542.60
1389344 02	19437		542.60
24451	11/30/2012	MINNESOTA ELEVATOR INC 7834	4,020.00
254759	20613		454.76
255593	20613		832.40
260093	20613		772.00
260505	20613		792.80
260656	17504		1,168.04
24452	11/30/2012	NAMI TOPEKA 8835	100.00
17654	17654		100.00
24453	11/30/2012	NEENAN COMPANY 3649	1,174.84
S1923757 001	17323		56.35
S1929839 001	17323		1.05
S1929877 001	17323		1.08
S1929888 001	17323		1.15
S1926746 001	17323		578.89
S1928532 001	17323		7.20
S1928533 001	17323		432.75
S1929538 001	17323		53.00
S1929540 001	17323		0.55
S1929772 001	17323		42.82
24454	11/30/2012	NEKAN WEATHERPROOFING INC 3655	4,080.00
66859	20872		4,080.00
24455	11/30/2012	O REILLY AUTO PARTS 3714	780.94
0152 353732	17091		-22.60
0152 353733	17091		26.26

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
0152 353800	17091		43.49
0152 354956	17091		105.15
CB 0033689	17091		103.92
0152 353350	16988		17.99
0152 353391	17091		104.20
0152 353393	17091		7.17
0152 353726	17091		55.57
0152 353727	17091		39.59
0152 353729	17091		29.89
0152 352435	17091		131.62
0152 353338	17091		138.69
24456	11/30/2012	PROFESSIONAL ENGINEERING 4018	33,364.50
00609380	15649		33,364.50
24457	11/30/2012	R & R VENTURES OF TOPEKA INC 4065	2,362.00
2012 23	17348		2,362.00
24458	11/30/2012	RANDY LONG TRUCKING LLC 4105	29,070.00
5006	19432		29,070.00
24459	11/30/2012	SAMPLE JR, ROBERT G 4356	225.00
23	20926		225.00
24460	11/30/2012	SECURED STAFFING INC 8079	9,721.83
212 334	20262		98.40
212 362	20262		9,623.43
24461	11/30/2012	SELLERS EQUIPMENT INC 4470	277.50
IC217193	17095		373.43
IC217493	17095		-142.69
IC217519	17095		46.76
24462	11/30/2012	SHI INTERNATIONAL CORPORATION 4540	2,799.00
B00792090	20441		2,799.00
24463	11/30/2012	SOUTHERN UNIFORM & EQUIPMENT 4672	716.84
84196	20134		-78.00
84530	18180		535.80
84531	18180		259.04
24464	11/30/2012	STAPLES CONTRACT & COMMERCIAL 4725	176.87
115208517	20879		78.12
115232163	20911		98.75
24465	11/30/2012	SUNFLOWER PAVING INC 4815	300,957.48
3382	17858		40,933.26
3481	20333		233.25
3482	20484		2,637.75
3483	20549		1,041.00
3484	20558		4,251.90
3485	20551		3,355.00
3479	19604		42,354.90
3480	19606		66,463.65
3447	19243		139,686.77
24466	11/30/2012	TOPEKA TRANSMISSION SERVICE IN 5057	51.78
53727	17103		51.78
24467	11/30/2012	TOPEKA YOUTH PROJECT INC 5060	14,788.00
8365	18191		5,103.00
8790	18347		585.00

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
8934	18333		2,501.00
9121	18191		6,599.00
24468	11/30/2012	TRUCK PARTS & EQUIPMENT INC 5102	414.25
326615	17195		24.08
326616	17104		38.82
326138	17104		2.02
326258	17104		10.97
326602	17104		338.36
24469	11/30/2012	U S LIME COMPANY - ST CLAIR 5117	27,494.11
138369	19625		3,275.38
138158	19625		3,119.82
138203	19625		2,900.56
138241	19625		8,906.25
138305	19625		3,128.40
138324	19625		3,074.50
138349	19625		3,089.20
24470	11/30/2012	UMB BANK NA 5127	70,161.51
PCARD11162012			28,668.54
PCARD11192012			433.08
PCARD11262012			41,059.89
24471	11/30/2012	UNIVERSAL SYSTEMS INC 5161	1,384.00
13828	17571		346.00
13829	17571		346.00
13830	17571		346.00
13831	17571		346.00
24472	11/30/2012	VANDERBILT'S NO 6 5199	160.00
179909	20942		160.00
24473	11/30/2012	VETERINARY MEDICAL & SURGICAL 5222	890.07
65810	17429		99.15
65923	17429		585.03
65925	17429		205.89
24474	11/30/2012	VICTOR L PHILLIPS COMPANY INC 5225	1,530.21
WT31496	17106		1,530.21
24475	11/30/2012	WALKER TOWEL & UNIFORM SERVICE 5266	129.20
1607336	17337		8.00
1609089	17010		12.45
1609674	17010		7.65
1609676	17010		23.90
1607325	17337		16.90
1607326	17337		2.40
1607327	17337		27.70
1607328	17337		3.60
1607329	17337		15.00
1607330	17337		11.60
24476	11/30/2012	WINGFOOT COMMERCIAL TIRE 5494	2,979.45
123 1043368	17111		-40.21
123 1043382	17199		1,887.96
123 1043411	17199		1,131.70
24477	11/30/2012	YWCA OF TOPEKA 5583	5,500.00
HY100212	18348		2,750.00
HY11192012	18348		2,750.00
24478	11/30/2012	HEDBERG & FOSTER REPORTING INC 2168	96.00

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
12 22 357		WCCOT2009009286	96.00
24479 2012QTR03	11/30/2012 18192	VALEO BEHAVIORAL HEALTH CARE	5187
			86,334.34
24480	11/30/2012	CITY OF TOPEKA FRIENDSHIP FUND	948
FR1012113013461		Friendship Fund	26.00
FR1012113013461		Friendship Fund	109.50
FR1012113013461		Friendship Fund	23.00
FR1012113013461		Friendship Fund	3.00
FR1012113013461		Friendship Fund	26.00
FR1012113013461		Friendship Fund	14.00
FR1012113013461		Friendship Fund	13.00
FR1012113013461		Friendship Fund	9.00
FR1012113013461		Friendship Fund	2.00
FR1012113013461		Friendship Fund	9.00
FR1012113013461		Friendship Fund	103.50
24481	11/30/2012	ING AETNA FINANCIAL SERVICES	2397
DC1012111612314		Def Comp EE - Regular Amt	0.00
DC1512113013461		Def Comp EE - Regular Pct	357.95
DC1512113013461		Def Comp EE - Regular Pct	40.18
DC1512113013461		Def Comp EE - Regular Pct	224.89
DC1512113013461		Def Comp EE - Regular Pct	-73.24
DC1512113013461		Def Comp EE - Regular Pct	145.06
DC1512113013461		Def Comp EE - Regular Pct	312.20
DL0212113013461		Def Comp Loan - 2	54.90
DL0212113013461		Def Comp Loan - 2	80.12
DL0212113013461		Def Comp Loan - 2	230.55
STERBENZ, J-10/1	PAYROLL		73.24
DC1012113013461		Def Comp EE - Regular Amt	140.00
DL0112113013461		Def Comp Loan - 1	1,594.59
DL0112113013461		Def Comp Loan - 1	140.63
DL0112113013461		Def Comp Loan - 1	103.21
DL0212113013461		Def Comp Loan - 2	66.63
DL0212113013461		Def Comp Loan - 2	18.98
DL0112113013461		Def Comp Loan - 1	820.42
DL0212113013461		Def Comp Loan - 2	238.14
DC9012113013461		Def Comp ER - KP&F Rate	698.52
DL0212113013461		Def Comp Loan - 2	411.72
DL0112113013461		Def Comp Loan - 1	35.56
DL0112113013461		Def Comp Loan - 1	50.37
DL0112113013461		Def Comp Loan - 1	1,398.87
DL0112113013461		Def Comp Loan - 1	9.44
DC1012113013461		Def Comp EE - Regular Amt	246.54
DC1012113013461		Def Comp EE - Regular Amt	410.00
DC1012113013461		Def Comp EE - Regular Amt	1,247.60
DC1012113013461		Def Comp EE - Regular Amt	687.41
DC1012113013461		Def Comp EE - Regular Amt	15,862.02
DC1012113013461		Def Comp EE - Regular Amt	2,566.50
DC1012113013461		Def Comp EE - Regular Amt	4,323.79
DC1012113013461		Def Comp EE - Regular Amt	13,308.05
DC1012113013461		Def Comp EE - Regular Amt	300.00
DC1012113013461		Def Comp EE - Regular Amt	4,724.90
24482	11/30/2012	KANSAS PAYMENT CENTER	2732
0000000741211301		Child Support - Amt	228.92
24483	11/30/2012	KANSAS PAYMENT CENTER	2732
0000000861211301		Child Support - Amt	149.08
24484	11/30/2012	KANSAS PAYMENT CENTER	2732
0000000861211301		Child Support - Amt	163.43

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
24485 0000001141211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 190.21
24486 0000001191211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 510.16
24487 0000001451211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 481.53
24488 0000002041211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 275.54
24489 0000002421211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 53.08
24490 0000002421211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 131.08
24491 0000002941211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 288.09
24492 0000003161211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 112.15
24493 0000003181211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 253.92
24494 0000003241211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 519.85
24495 0000003401211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 368.88
24496 0000003431211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 498.61
24497 0000003481211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 183.29
24498 0000003801211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 50.32
24499 0000003851211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 368.88
24500 0000004171211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 169.38
24501 0000004471211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 185.13
24502 0000004521211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 361.85
24503 0000004521211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 198.98
24504 0000005361211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 385.50

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
24505	11/30/2012	KANSAS PAYMENT CENTER 2732	627.89
0000005531211301		Child Support - Amt	627.89
24506	11/30/2012	KANSAS PAYMENT CENTER 2732	258.54
0000005861211301		Child Support - Amt	258.54
24507	11/30/2012	KANSAS PAYMENT CENTER 2732	143.08
0000005881211301		Child Support - Amt	143.08
24508	11/30/2012	KANSAS PAYMENT CENTER 2732	275.62
0000006191211301		Child Support - Amt	275.62
24509	11/30/2012	KANSAS PAYMENT CENTER 2732	267.69
0000006411211301		Child Support - Amt	267.69
24510	11/30/2012	KANSAS PAYMENT CENTER 2732	415.51
0000006671211301		Child Support - Amt	415.51
24511	11/30/2012	KANSAS PAYMENT CENTER 2732	184.67
0000007261211301		Child Support - Amt	184.67
24512	11/30/2012	KANSAS PAYMENT CENTER 2732	121.88
0000007321211301		Child Support - Amt	121.88
24513	11/30/2012	KANSAS PAYMENT CENTER 2732	73.41
0000007651211301		Child Support - Amt	73.41
24514	11/30/2012	KANSAS PAYMENT CENTER 2732	122.77
0000007911211301		Child Support - Amt	122.77
24515	11/30/2012	KANSAS PAYMENT CENTER 2732	306.09
0000008151211301		Child Support - Amt	306.09
24516	11/30/2012	KANSAS PAYMENT CENTER 2732	446.45
0000008271211301		Child Support - Amt	446.45
24517	11/30/2012	KANSAS PAYMENT CENTER 2732	9.23
0000008421211301		Child Support - Amt	9.23
24518	11/30/2012	KANSAS PAYMENT CENTER 2732	314.31
0000008631211301		Child Support - Amt	314.31
24519	11/30/2012	KANSAS PAYMENT CENTER 2732	238.15
0000008661211301		Child Support - Amt	238.15
24520	11/30/2012	KANSAS PAYMENT CENTER 2732	464.91
0000009111211301		Child Support - Amt	464.91
24521	11/30/2012	KANSAS PAYMENT CENTER 2732	147.23
0000009241211301		Child Support - Amt	147.23
24522	11/30/2012	KANSAS PAYMENT CENTER 2732	88.64
0000009361211301		Child Support - Amt	88.64
24523	11/30/2012	KANSAS PAYMENT CENTER 2732	304.15
0000009591211301		Child Support - Amt	304.15
24524	11/30/2012	KANSAS PAYMENT CENTER 2732	326.87
0000009721211301		Child Support - Amt	326.87
24525	11/30/2012	KANSAS PAYMENT CENTER 2732	856.88

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
0000009821211301		Child Support - Amt	856.88
24526	11/30/2012	KANSAS PAYMENT CENTER 2732	351.80
0000010021211301		Child Support - Amt	351.80
24527	11/30/2012	KANSAS PAYMENT CENTER 2732	144.51
0000010151211301		Child Support - Amt	144.51
24528	11/30/2012	KANSAS PAYMENT CENTER 2732	124.15
0000010221211301		Child Support - Amt	124.15
24529	11/30/2012	KANSAS PAYMENT CENTER 2732	235.92
0000010401211301		Child Support - Amt	235.92
24530	11/30/2012	KANSAS PAYMENT CENTER 2732	182.83
0000010431211301		Child Support - Amt	182.83
24531	11/30/2012	KANSAS PAYMENT CENTER 2732	155.54
0000010561211301		Child Support - Amt	155.54
24532	11/30/2012	KANSAS PAYMENT CENTER 2732	221.61
0000010861211301		Child Support - Amt	221.61
24533	11/30/2012	KANSAS PAYMENT CENTER 2732	138.50
0000010931211301		Child Support - Amt	138.50
24534	11/30/2012	KANSAS PAYMENT CENTER 2732	153.69
0000010931211301		Child Support - Amt	153.69
24535	11/30/2012	KANSAS PAYMENT CENTER 2732	392.43
0000011291211301		Child Support - Amt	392.43
24536	11/30/2012	KANSAS PAYMENT CENTER 2732	279.78
0000011321211301		Child Support - Amt	279.78
24537	11/30/2012	KANSAS PAYMENT CENTER 2732	335.64
0000011811211301		Child Support - Amt	335.64
24538	11/30/2012	KANSAS PAYMENT CENTER 2732	113.11
0000011891211301		Child Support - Amt	113.11
24539	11/30/2012	KANSAS PAYMENT CENTER 2732	173.54
0000011891211301		Child Support - Amt	173.54
24540	11/30/2012	KANSAS PAYMENT CENTER 2732	369.23
0000011921211301		Child Support - Amt	369.23
24541	11/30/2012	KANSAS PAYMENT CENTER 2732	52.15
0000011921211301		Child Support - Amt	52.15
24542	11/30/2012	KANSAS PAYMENT CENTER 2732	147.74
0000011931211301		Child Support - Amt	147.74
24543	11/30/2012	KANSAS PAYMENT CENTER 2732	140.31
0000011931211301		Child Support - Amt	140.31
24544	11/30/2012	KANSAS PAYMENT CENTER 2732	56.31
0000012001211301		Child Support - Amt	56.31
24545	11/30/2012	KANSAS PAYMENT CENTER 2732	25.85
0000018871211301		Child Support - Amt	25.85

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
24546 0000021541211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 115.38
24547 0000022021211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 235.38
24548 0000022021211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 93.26
24549 0000004901211301	11/30/2012	KANSAS PAYMENT CENTER Child Support - Amt	2732 230.77
24550 17253 REF IA27902	11/30/2012 17253	NATIONAL GUARDIAN LIFE INSURAN	5737 42.02
24551 VS1012113013461	11/30/2012	NATIONAL GUARDIAN LIFE INSURAN Vision EE - PT	5737 11.69
24552 UW1012113013461 UW1012113013461 UW1012113013461 UW1012113013461 UW1012113013461 UW1012113013461 UW1012113013461 UW1012113013461 UW1012113013461 UW1012113013461 UW1012113013461	11/30/2012	UNITED WAY OF GREATER TOPEKA United Way United Way United Way United Way United Way United Way United Way United Way United Way United Way United Way	5157 6.00 42.31 54.00 6.00 101.19 1.00 11.00 2.00 49.00 29.00 118.00
24553 777	11/30/2012 20858	ACE ELECTRIC JONES COMPANY INC	35 1,174.83
24554 06089852 06089942	11/30/2012 17318 17108	BERRY COMPANIES INC	5408 30.55 25.79
24555 1210 095 1210 125 1210 130 1210 131 1211 024	11/30/2012 19813 19813 19813 19166 19813	BETTIS ASPHALT & CONSTRUCTION	470 13,271.74 3,709.40 992.26 23,136.30 8,826.74
24556 15621 15622 15623 15624 15625 15626 15649 15638 15639 15640 15641 15647 15648 15636 15637 15633	11/30/2012 19476 19476 19476 19476 19476 19476 19476 17349 17349 17349 17349 19476 19476 19476 19476 19476	C-HAWKK CONSTRUCTION INC	911 304.20 269.50 589.15 193.60 16.80 36.40 1,530.75 7.00 80.40 424.40 47.70 241.20 707.40 358.60 1,224.65 61.75

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Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
15634	19476		237.00
15635	19476		279.40
15627	19476		210.80
15628	19476		231.80
15629	19476		28.75
15630	19476		103.60
15631	19476		455.60
15632	19476		53.00
24557	11/30/2012	CAPITAL CITY OIL CO INC 778	55,875.46
0017172	17127		26,752.81
0017464	17127		25,693.43
DX 037	17127		1,630.15
DX008	19436		918.92
018739	17164		633.75
018672	19436		246.40
24558	11/30/2012	CENTURY UNITED COMPANIES INC 870	4,341.32
257265	17036		12.85
258747	17036		115.00
258793	17036		958.34
259118	17036		288.74
259535	17036		2,966.39
24559	11/30/2012	EMCON INC 1523	36,264.48
12048	20300		36,264.48
24560	11/30/2012	FERGUSON ENTERPRISES INC 1639	84.00
1832507	19422		84.00
24561	11/30/2012	FLU CON INC 1729	548.81
P 88092 0	17061		126.18
P 88105 0	17061		60.25
P 88187 0	17061		115.32
P 88225 0	17061		247.06
24562	11/30/2012	GRAYBAR 1977	98.16
963268592	17582		98.16
24563	11/30/2012	IBT 2377	152.24
5945408	17069		152.24
24564	11/30/2012	LINDYSPRING WATER LLC 3071	59.80
725775	18044		39.20
731799	18044		12.60
742898	18044		8.00
24565	11/30/2012	MCELROY'S INC 3289	1,693.50
0693154 IN	20729		1,178.00
0693268 IN	20617		515.50
24566	11/30/2012	MID AMERICAN SIGNAL INC 3393	16,891.00
12 611	20121		16,891.00
24567	11/30/2012	NEPTUNE TECHNOLOGY GROUP INC 3658	2,991.10
N327512	20563		1,537.52
N328028	20563		1,453.58
24568	11/30/2012	SALISBURY SUPPLY COMPANY INC 4352	1,615.58
01097024	19474		46.10
01097025	19474		1,267.00
01095553	17094		9.00

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Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
01095836	19474		32.04
01095837	19474		144.55
01096770	19474		106.33
01096771	19474		10.56
24569	11/30/2012	SCHMIDTLEIN EXCAVATING INC 4406	45,908.98
12113 5	18876		45,908.98
24570	11/30/2012	TAZCO INC 4885	25,117.88
2687	20630		8,422.22
2682	20552		2,914.50
2683	20166		11,026.16
2686	20778		2,755.00
24571	11/30/2012	TOPEKA ELECTRIC MOTOR REPAIR 5025	2,188.10
34686	17503		2,188.10
24572	11/30/2012	WATER PRODUCTS INC 5324	3,838.80
0945869 IN	20852		3,838.80
24573	11/30/2012	WC BENEFIT BOHLENDER1 8250	383.00
BOHLENDER 1 20'	WC BENEFIT		383.00
24574	11/30/2012	WC BENEFIT BOHLENDER3 8256	383.00
BOHLENDER 3 20'	WC BENEFIT		383.00
24575	11/30/2012	WC BENEFIT COX1 8249	127.50
COX 1 2012	WC BENEFITS		127.50
24576	11/30/2012	WC BENEFIT COX2 8251	127.50
COX 2 2012	WC BENEFITS		127.50
24577	11/30/2012	WC BENEFIT COX3 8253	510.00
COX 3 2012	WC BENEFITS		510.00
24578	11/30/2012	WC BENEFIT COX4 8255	127.50
COX 4 2012	WC BENEFITS		127.50
24579	11/30/2012	WC BENEFIT COX5 8257	127.50
COX 5 2012	WC BENEFITS		127.50
24580	11/30/2012	WC BENEFIT PATTERSON 8254	652.00
PATTERSON 2012	WC BENEFITS		652.00
Total for Electronic Payments			6,480,876.88
Check Payments			
698614	11/09/2012	JANE E PILES INC 8361	156.00
12-925		WCCOT2010009447	156.00
698615	11/09/2012	SHELOR, JERRY 4531	50.00
THOMPSON, WM		WCCOT2011009865	50.00
698616	11/09/2012	ACTION SIGNS TO GO 43	355.00
47891	17022		85.00
47920	17022		270.00
698617	11/09/2012	AMNIS LLC 6890	36,445.32
IN13646	19621		66,200.00
IN13647	19621		6,740.65
KS23389 PREPAY	19621	50% EQUIPMENT DEPOSIT	-33,100.00
KS23622 PREPAY	19621	50% EQUIPMENT DEPOSIT	-3,395.33

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Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
698618	11/09/2012	AT&T 281	16,314.28
OCTOBER 2012	MONTHLY PHONE		
698619	11/09/2012	AT&T 282	1,082.30
0738033665 10251:	CIRCUITS		273.82
0780773571 10251:	CIRCUITS		808.48
698620	11/09/2012	BROWNS SUPER SERVICE INC 670	425.00
15675	17049		175.00
15705	17049		250.00
698621	11/09/2012	CANINE CONTROL LLC 8816	126.00
795270	20753		
698622	11/09/2012	COMMUNITY ACTION INC 1051	8,796.46
09302012LFD	19217		3,724.50
09302012PA	19216		5,071.96
698623	11/09/2012	CONSOLIDATED RURAL WATER 1075	3,139.49
19434 4	19434		
698624	11/09/2012	DENNYS RESTAURANT INC 1329	286.80
339677	19475		36.22
339694	19475		43.53
339702	19475		35.21
339714	19475		32.29
339817	19475		33.15
339965	19475		36.62
266054	19475		25.17
266328	19475		44.61
698625	11/09/2012	DUFFENS OPTICAL COMPANY 1429	127.21
374678	17244		
698626	11/09/2012	ESPOSITO, JOHN 1566	8,405.63
PFR 102012	18750		111.50
RIGHT OF WAY A3	18799		310.40
RIGHT OF WAYS A	18799		310.40
RIGHT OF WAYS A	18799		37.76
RIGHT OF WAYS A	18567		338.72
RIGHT OF WAYS A	18567		338.72
WDM EAST ZONE	18518		176.00
WDMA2 102012	18565		88.00
WPC A4 102012	18481		185.44
WPC EAST SIDE 2	18562		616.00
SDU A4 102012	18481		729.80
SUD AREA 3 10201	18483		396.80
SUD EAST 2 10201	18562		690.34
VL 102012	18593		720.51
WDM AREA 3 1020	18522		180.00
WDM AREA 4 1020	18540		552.00
RIGHT OF WAYS A	18799		37.76
RIGHT OF WAYS A	18567		123.25
RIGHT OF WAYS A	18567		123.25
RIGHT OF WAY EA	18629		1,146.24
RIGHT OF WAY EA	18629		1,146.24
SDU A 4 B 102012	18481		46.50
698627	11/09/2012	EXPERIAN INFORMATION SOLUTIONS 5760	101.85
CD1307005630	17407		49.85
CD1307005631	17407		52.00
698628	11/09/2012	ELLIOTT AUTO SUPPLY COMPANY 5676	202.34

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Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
8 533043	17112		80.71
8 533067	17112		22.88
8 533354	17112		95.06
8 533395	17112		3.69
698629	11/09/2012	GENERAL PARTS INC 814	58.32
2386 218385	17165		58.32
698630	11/09/2012	GLORY DAYS PIZZA FLEMING PLACE 7650	41.03
25	17238		41.03
698631	11/09/2012	GOLDEN CORRAL 1921	42.36
297112	19477		42.36
698632	11/09/2012	GOODWILL INDUSTRIES OF KS INC 7676	137.70
514690	20259		137.70
698633	11/09/2012	HAT WORLD INC 7522	788.70
1969844	17565		788.70
698634	11/09/2012	HEATHWOOD OIL CO INC 2166	743.80
H85595	17177		743.80
698635	11/09/2012	HI-TECH ANTIFREEZE RECYCLING 7187	122.50
24435	17205		122.50
698636	11/09/2012	J & N TACTICAL LLC 8449	732.00
1200188	19026		732.00
698637	11/09/2012	JIMS TRAILER SALES 2533	271.96
250963	17071		271.96
698638	11/09/2012	JOHN HOFFER CHRYSLER PLYMOUTH 2541	1,450.00
98166	17075		725.00
98167	17075		725.00
698639	11/09/2012	KANSAS AUTOMOTIVE INC 2639	1,589.04
2540907	17077		6.86
2541035	17182		34.18
2541036	17077		491.42
2541060	17077		24.23
2541063	17077		31.89
2541111	17077		7.13
2543225	17077		9.76
2543265	16994		6.15
2542612	17077		-100.00
2542740	17077		17.37
2542744	17077		20.54
2542952	17077		1.50
2542973	17077		-70.00
2543027	17077		23.28
2541880	17077		8.88
2541981	17077		4.71
2541998	17077		16.20
2542101	17077		14.37
2542530	17077		12.28
2542552	17182		30.30
2541600	17077		66.90
2541649	17077		18.35
2541666	17077		6.76
2541722	17077		241.26
2541818	17077		2.23
2541840	17182		191.85

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
2541119	17077		24.08
2541334	17077		188.92
2541378	16994		20.29
2541468	17077		44.46
2541506	17077		184.79
2541564	17077		8.10
698640	11/09/2012	KANSAS DEPT OF HEALTH & ENVIR	2674
W6000 JUL-SEP 2012	17214		242.00
698641	11/09/2012	KANSAS DEPT OF REVENUE	2691
003 0230 1 000 (2) DE			135,567.30
698642	11/09/2012	KANSAS INSURANCE DEPARTMENT	2716
389609	19393		4,762.49
698643	11/09/2012	KANSAS LEGAL SERVICES INC	2724
HESG1002	20677		5,508.00
698644	11/09/2012	KELLY-HILL COMPANY	2824
19521 5	19521		115,522.86
698645	11/09/2012	LAIRD NOLLER FORD INC	2939
1108473	17084		48.14
1109420	17084		40.28
1109437	17084		14.23
1109450	17084		58.78
1109539	17084		80.05
698646	11/09/2012	LOWER HEATING & A/C INC	3119
78764	20261		724.26
79158	20497		140.18
79757	20116		86.93
698647	11/09/2012	NAILL ENTERPRISES LTD	4931
6962 16	17351		96.15
698648	11/09/2012	NATIONAL VISION INC	3634
039140612	17029		144.00
3914102212	19848		150.00
698649	11/09/2012	NEBRASKALAND TIRE INC	8548
38716	19634		35.68
698650	11/09/2012	GLOBAL GUNS & HUNTING INC	3745
16277	20306		1,497.00
698651	11/09/2012	REEVES WIEDEMAN COMPANY INC	4154
4165776	19421		14.10
4167233	19421		41.59
698652	11/09/2012	SAMS CLUB	4357
001914	17671		119.40
005217	20448		434.70
007755	17725		104.90
009254	17725		89.80
005629	17725		240.71
005630	17725		608.92
007682	17725		90.60
007683	17725		77.88
007692	17725		797.70

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
698653	11/09/2012	SBC GLOBAL SERVICES INC 286	5,376.90
SB726966	17575		4,333.89
SW112804	17575		1,043.01
698654	11/09/2012	SHAWNEE COUNTY TREASURER 4521	28.00
59097	17019		2.50
81505	17019		25.50
698655	11/09/2012	SHAWNEE COUNTY RURAL WATER 5719	1,493.00
17468 OCT 12	17468		1,493.00
698656	11/09/2012	SIEMENS INDUSTRY INC 7914	6,360.57
900962705	17491		6,360.57
698657	11/09/2012	SOUTHLAND PRINTING INC 4673	4,179.14
840277	20512		4,179.14
698658	11/09/2012	SPRINT 4704	5,332.35
986018815 059	AIRCARDS		5,332.35
698659	11/09/2012	STANDARD BATTERY INC 4718	44.95
K104637	17193		44.95
698660	11/09/2012	THE HON COMPANY 4928	1,619.32
737701	20518		1,619.32
698661	11/09/2012	TOPEKA FOUNDRY & IRON WORKS IN 5029	14.49
474 BS13	17099		14.49
698662	11/09/2012	TOPEKA GENERATOR EXCHANGE 5030	200.45
36863	17100		200.45
698663	11/09/2012	U S INK AND TONER INC 5116	483.61
6013861	20378		483.61
698664	11/09/2012	WHELEN ENGINEERING COMPANY INC 5399	198.00
291560	17198		198.00
698665	11/09/2012	APPINO & BIGGS REPORTING 242	310.35
71812		WCCOT2011009865	310.35
698666	11/09/2012	ARC REHABILITATION SERVICES 294	1,194.09
317389X427209		WCCOT2012009946	38.34
318637X42848		WCCOT2012010058	134.62
319999X43142		WCCOT2012009890	266.74
320428X43071		WCCOT2012009900	149.62
320529X43116		WCCOT2012010036	133.37
320612X43116		WCCOT2012009890	179.64
321059X43157		WCCOT2012010036	136.71
321078X43144		WCCOT2012009900	155.05
698667	11/09/2012	BIERI MD, PETER V 5702	750.00
HAMILTON, R		WCCOT2010009393	750.00
698668	11/09/2012	CATAMARAN PBM OF MARYLAND INC 847	880.50
122893923460010		30496.008	293.15
122894859377016		WCCOT2009009339	20.81
122904449368014		WCCOT2006008478	35.39
122904451025013		WCCOT2006008478	15.20
122906223128013		WCCOT2010009430	39.78
122913773178019		WCCOT2007008659	23.50
123003161438000		WCCOT2012010041	20.85

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
123003165137000		WCCOT2012009988	36.54
122926191481000		WCCOT2007008780	31.13
122926216040000		WCCOT2007008659	56.87
122926223526000		WCCOT2012010036	9.13
122935205792015		WCCOT2007008659	50.28
122943429810019		WCCOT2007008780	17.32
122954842161006		WCCOT2010009430	230.55
698669	11/09/2012	CORVEL HEALTHCARE CORPORATION	8818
C21503683750		WCCOT2006008291	486.75
C21506997692		WCCOT2006008291	1,841.09
698670	11/09/2012	COTTON-O'NEIL CLINIC	2729
6017736772		WCCOT2012009981	87.96
698671	11/09/2012	KANSAS UNIVERSITY PHYSICIANS	2776
71510012		WCCOT2010009430	188.00
698672	11/09/2012	LABORATORY CORPORATION	8821
11871772		WCCOT2012009988	14.40
698673	11/09/2012	MIDWEST REHABILITATION PA	3418
114068X187210		WCCOT2012009988	621.34
698674	11/09/2012	ORTHOPEDIC AND SPORTS	8671
B2A22RA		WCCOT2006008291	71.99
698675	11/09/2012	PAIN & WELLNESS CLINIC	3804
6559Z5126		WCCOT2012009946	233.91
6560Z5126		WCCOT2010009430	233.91
698676	11/09/2012	RADIOLOGY & NUCLEAR MEDICINE	4073
4051630150		WCCOT2012010059	12.03
4051630905		WCCOT2012010067	22.63
4051635344		WCCOT2012010066	38.04
4051636092		WCCOT2006008478	15.41
4051637881		WCCOT2011009794	103.00
451638004		WCCOT2012009988	95.57
698677	11/09/2012	SAINT FRANCIS HEALTH CENTER	4338
4417374		WCCOT2012009981	37.48
4417374 A		WCCOT2012009981	35.70
4426233		WCCOT2012010053	37.48
4426233 A		WCCOT2012010053	35.70
4427340		WCCOT2012009981	522.21
4428539		WCCOT2012010058	86.28
4435813 A		WCCOT2012010067	82.45
4438778		WCCOT2009009339	1,163.64
4440935		WCCOT2012010066	246.02
4434669 A		WCCOT2012010064	37.48
4435759		WCCOT2012009926	122.91
4435767		WCCOT2012010064	37.48
4435767 A		WCCOT2012010064	35.70
4435813		WCCOT2012010067	139.93
4432682		WCCOT2012010058	510.67
4433590		WCCOT2012010058	56.52
4433590 A		WCCOT2012010058	53.55
4434367		WCCOT2011009794	56.52
4434669		WCCOT2012010064	127.02
4428539 A		WCCOT2012010058	82.45
4429952		WCCOT2012010055	55.93
4429952 A		WCCOT2012010055	53.55
4430165		WCCOT2012009981	37.48

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
4430165 A		WCCOT2012009981	35.70
4432434		WCCOT2012010059	295.55
698694	11/09/2012	RESENHOUSE ELECTRIC SUPPLY	4174
8792 520622	19409		4.84
698695	11/09/2012	ELECTROTECHNICS CORPORATION	1506
0058191 IN	20741		2,144.40
698696	11/09/2012	ENVIRONMENTAL & PROCESS SYSTEM	1543
IK1210 13	20372		3,745.39
698697	11/09/2012	FASTENAL COMPANY	1619
KSTOP180936	19425		12.72
698698	11/09/2012	GRAINGER	1964
9959212920	20717		1,489.50
698699	11/09/2012	KANSAS SAND & CONCRETE	2744
192833	17970		275.00
192909	17970		170.00
192946	17970		170.00
698700	11/09/2012	MCCRAY LUMBER COMPANY	3280
1011967	17317		229.78
698701	11/09/2012	MIDWEST MOTOR SUPPLY CO	2854
2686103	17184		121.17
2686118	17430		176.14
698702	11/09/2012	MUELLER COMPANY	3565
2480088	20114		1,060.85
698703	11/09/2012	OLDCASTLE PRECAST INC	3739
120023960	17345		120.00
120023964	17918		444.00
698704	11/09/2012	ROACH HARDWARE	4230
168529	19419		7.99
168566	19419		35.98
168807	19419		49.98
168809	19419		18.87
698705	11/09/2012	SHAWNEE COUNTY DEPT OF PUBLIC	4504
OCTOBER 2012	DE		186,745.61
698706	11/09/2012	SHAWNEE COUNTY REFUSE DEPT	4518
OCTOBER 2012	DE		738,672.56
698707	11/09/2012	SHAWNEE COUNTY REFUSE DEPT	7574
OCTOBER 2012	DE		172,836.65
698708	11/09/2012	TARWATER FARM & HOME SUPPLY	4872
1043006	19426		362.78
698709	11/09/2012	TESSENDORF WELDING & MACHINE I	4909
58093	19427		60.00
58109	19427		481.25
698710	11/09/2012	TFM COMM INC	4914
159081	17007		31.91

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
698711 S4549278 001	11/09/2012 19423	WESTERN EXTRALITE COMPANY INC 5382	1,429.03 1,429.03
698712 CR 2007 0016006 M	11/09/2012 LC BURNETT	SHIELDS, DONALD 8321	25.00 25.00
698713 CR 2005 0025379 M CR 2011 0007554 L CR 2012 0008185 FGARY J BALDWIN CR 2009 0012495 L CR 2011 0003594 F	11/09/2012 RR ESPARZA AJ WILLIAMS GARY J BALDWIN DE MILTON JR TS ESQUIBEL	KANSAS BUREAU OF INVESTIGATION 2646	150.00 40.00 100.00 25.00 25.00 340.00
698714 CR 2012 0004020 M	11/09/2012 JAMES D PERRON	SHIVELY, SHANNON 8793	50.00 50.00
698715 CR 2010 0018753 M	11/09/2012 MT BECKWITH	WALGREENS 7909	25.00 25.00
698716 CR 2012 0001216 M CR 2012 0011628 F	11/09/2012 RD BROWN RA WILSON JR	WALMART RESTITUTION RECOVERY 6534	50.00 9.88 59.88
698717 CR 2005 0014918 S	11/09/2012 DL LOLAR	YELLOW CAB OF TOPEKA 8614	25.00 25.00
698718 0000001371211161	11/16/2012	BUTLER & ASSOCIATES PA Garnishment - Pct of Net 730	28.40 28.40
698719 0000001371211161	11/16/2012	BUTLER & ASSOCIATES PA Garnishment - Pct of Net 730	28.40 28.40
698721 0000000441211161	11/16/2012	BUTLER & ASSOCIATES PA Garnishment - Pct of Net 730	286.12 286.12
698722 0000011921211161	11/16/2012	H KENT HOLLINS ATTORNEY AT LAW Garnishment - Pct of Net 6502	71.66 71.66
698723 0000011921211161	11/16/2012	H KENT HOLLINS ATTORNEY AT LAW Garnishment - Pct of Net 6502	71.65 71.65
698724 0000006771211161	11/16/2012	MCNEARNEY, PITTENGER & Garnishment - Pct of Net 3315	410.41 410.41
698725 WCCOT200900931 19490	11/16/2012	PEARSON III, GEORGE H 3866	507.78 507.78
698726 FRANCHISE FEE-8	11/16/2012	WALBURN, ALBERTA M 8632	29.90 29.90
698727 FRANCHISE FEE-1	11/16/2012	ALMARAZ, RITA L 149	51.81 51.81
698728 FRANCHISE FEE-3	11/16/2012	AUSTIN, DOLORES E 306	76.57 76.57
698729 FRANCHISE FEE-3	11/16/2012	BALANDRAN, CATALINA G 357	73.14 73.14
698730 FRANCHISE FEE-3	11/16/2012	BAYLESS, JERALD O 399	59.41 59.41

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
698731	11/16/2012	BELL, SHIRLEY M 429	101.60
FRANCHISE FEE-4			101.60
698732	11/16/2012	COLBOCH, BERDENE D 7608	79.88
FRANCHISE FEE-7			79.88
698733	11/16/2012	BOWIE, NORMA 566	71.82
FRANCHISE FEE-5			71.82
698734	11/16/2012	CABBAGE, DONNA L 742	138.74
FRANCHISE FEE-7			138.74
698735	11/16/2012	CARROLL, DELORIS S 818	60.41
FRANCHISE FEE-8			60.41
698736	11/16/2012	CARTER, FRANCIS M 825	57.97
FRANCHISE FEE-8			57.97
698737	11/16/2012	CASTEAL, TANYA Y 844	72.84
FRANCHISE FEE-8			72.84
698738	11/16/2012	CHRISTENSEN, LAURA J 928	47.13
FRANCHISE FEE-9			47.13
698739	11/16/2012	DALTON, MARGIE J 1240	81.25
FRANCHISE FEE-1			81.25
698740	11/16/2012	DICK, RUBY L 1350	65.92
FRANCHISE FEE-1			65.92
698741	11/16/2012	WILDE, DORIS J 7402	62.25
FRANCHISE FEE-7			62.25
698742	11/16/2012	ENNIS, MELVIN R 1538	60.03
FRANCHISE FEE-1			60.03
698743	11/16/2012	EPPLER, ELLEN E 1556	45.90
FRANCHISE FEE-1			45.90
698744	11/16/2012	FREEL, HILDA A 1777	34.68
FRANCHISE FEE-1			34.68
698745	11/16/2012	QUALLS, GAYLA 6920	112.06
FRANCHISE FEE-6			112.06
698746	11/16/2012	GONZALEZ, JUANITA L 1940	91.84
FRANCHISE FEE-1			91.84
698747	11/16/2012	GREENE, CAROLE A 1991	82.21
FRANCHISE FEE-1			82.21
698748	11/16/2012	ESQUIVEL, GREGORY P 7607	90.43
FRANCHISE FEE-7			90.43
698749	11/16/2012	HARDEN, MARY E 2092	85.58
FRANCHISE FEE-2			85.58
698750	11/16/2012	HARPER, WILLIAM R 2101	77.38
FRANCHISE FEE-2			77.38
698751	11/16/2012	JACKSON, GEORGE D 2478	60.33

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
FRANCHISE FEE-2			60.33
698752	11/16/2012	HATHAWAY, JANET L 8647	69.39
FRANCHISE FEE-8			69.39
698753	11/16/2012	KINGCANNON SR, JOSEPH L 8739	143.30
FRANCHISE FEE-8			143.30
698754	11/16/2012	MARTINEZ, JOSEPH 8721	84.00
FRANCHISE FEE-8			84.00
698755	11/16/2012	GORDON, JUANITA 8646	136.13
FRANCHISE FEE-8			136.13
698756	11/16/2012	KIRMSE, BARBARA A 2879	74.30
FRANCHISE FEE-2			74.30
698757	11/16/2012	MESTAS, KRISTY R 8703	57.55
FRANCHISE FEE-8			57.55
698758	11/16/2012	LEGO, GLENDA L 8740	53.67
FRANCHISE FEE-8			53.67
698759	11/16/2012	SIMS, LISA 8674	131.93
FRANCHISE FEE-8			131.93
698760	11/16/2012	MANIS, WANDA N 3187	71.00
FRANCHISE FEE-3			71.00
698761	11/16/2012	BLESSINGTON, MARY M 7714	61.51
FRANCHISE FEE-7			61.51
698762	11/16/2012	MCELHENY, LINDA L 3288	88.44
FRANCHISE FEE-3			88.44
698763	11/16/2012	MURPHY, CHRISTOPHER BRIAN 3583	53.52
FRANCHISE FEE-3			53.52
698764	11/16/2012	NORTHROP, KATHERYN R 3708	115.63
FRANCHISE FEE-3			115.63
698765	11/16/2012	OCONNOR, JULIA M 6415	70.33
FRANCHISE FEE-6			70.33
698766	11/16/2012	PEAVLER, JOANN R 3868	63.60
FRANCHISE FEE-3			63.60
698767	11/16/2012	DEGAND, PHILIP P 7477	69.05
FRANCHISE FEE-7			69.05
698768	11/16/2012	RAMOS, SALVADOR E 4100	65.54
FRANCHISE FEE-4			65.54
698769	11/16/2012	BETTS, REBECCA S 8722	44.65
FRANCHISE FEE-8			44.65
698770	11/16/2012	REDDICK, MARY E 4133	140.32
FRANCHISE FEE-4			140.32
698771	11/16/2012	RIBORDY, MELISSA M 8730	41.22
FRANCHISE FEE-8			41.22

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
698772 FRANCHISE FEE-7	11/16/2012	KETTERMAN, ROBERT R 7837	97.67 97.67
698773 FRANCHISE FEE-8	11/16/2012	HOLMES, ROSEMARY 8802	64.08 64.08
698774 FRANCHISE FEE-4	11/16/2012	ROSEVELT, LOIS D 4290	71.87 71.87
698775 FRANCHISE FEE-7	11/16/2012	FREEMAN, SANDRA K 7486	79.38 79.38
698776 FRANCHISE FEE-4	11/16/2012	SCHLEUNING, LARRY 4396	67.75 67.75
698777 FRANCHISE FEE-4	11/16/2012	SIMS, MILLIE L 4574	125.18 125.18
698778 FRANCHISE FEE-4	11/16/2012	SMITH, HELEN L 4625	60.81 60.81
698779 FRANCHISE FEE-7	11/16/2012	SHAFFER, STAN A 7794	79.65 79.65
698780 FRANCHISE FEE-8	11/16/2012	DESCH, STEVEN C 8692	61.57 61.57
698781 FRANCHISE FEE-6	11/16/2012	VIOLA M MARSTALL 6422	58.36 58.36
698782 FRANCHISE FEE-5	11/16/2012	WAGNER, DEBRA L 5261	115.43 115.43
698783 FRANCHISE FEE-5	11/16/2012	WHITE, MARLEY W 5413	127.80 127.80
698784 47992 47996	11/16/2012 17022 17022	ACTION SIGNS TO GO 43	270.00 270.00 540.00
698785 OCTOBER 2012	11/16/2012 POSTAGE	AMERICAN PRESORT 177	11,061.86 11,061.86
698786 39499	11/16/2012 17171	BDF ENTERPRISES LTD 1660	73.90 73.90
698787 BF2014496	11/16/2012 18837	BENEFITFOCUS 8410	2,658.00 2,658.00
698788 03011825 03011826 03011859	11/16/2012 17044 17044 17044	BERRY COMPANIES INC 463	123.26 898.80 274.68 1,296.74
698789 001NC0043266 001NC0043424 001NC0043463	11/16/2012 17249 17249 17249	BLACKBURN NURSERY & LAWN 506	13.58 4.09 7.67 25.34
698790 526 16661	11/16/2012 17047	BRIDGESTONE FIRESTONE NORTH 617	182.68 182.68

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
698791	11/16/2012	BROWNS SUPER SERVICE INC 670	625.00
15778	17049		200.00
15788	17049		175.00
16002	17049		250.00
698792	11/16/2012	C & C PRODUCE 7788	46.50
000522304	17637		46.50
698793	11/16/2012	C P ENGINEERS LAND SURVEYORS I 741	4,450.00
10 03SE 4	13088		4,450.00
698794	11/16/2012	CAPITOL AREA MAJOR CASE SQUAD 787	250.00
18967 2	18967		250.00
698795	11/16/2012	CBS MANHATTAN LLC 854	2,118.14
0607997 IN	20693		2,118.14
698796	11/16/2012	CE WATER MANAGEMENT INC 858	366.00
C38066	17392		366.00
698797	11/16/2012	CELLEBRITE USA CORP 860	4,084.00
115326	19856		4,084.00
698798	11/16/2012	CLAIBORN & ASSOCIATES INC 1742	560.00
17556 10/10/12	17556		320.00
17556 10/19/12	17556		240.00
698799	11/16/2012	COLORWORKS PAINT & SUPPLY INC 1036	22.47
00332142	17239		22.47
698800	11/16/2012	CONRAD FIRE EQUIPMENT INC 1073	136.86
480111	17053		136.86
698801	11/16/2012	CONSOLIDATED RURAL WATER 1076	1,173.00
17354 NOV 2012	17354		1,173.00
698802	11/16/2012	COTTREL, NOVA 5747	3,681.08
11519 3	11519		3,681.08
698803	11/16/2012	S & S OF KANSAS INC 1153	211.80
73808	17232		52.95
73815	17232		42.36
73816	17232		31.77
73821	17232		42.36
73844	17232		42.36
698804	11/16/2012	DENNYS RESTAURANT INC 1329	35.23
220623	19475		35.23
698805	11/16/2012	DENNYS RESTAURANT INC 1329	399.60
266646	19475		46.59
103444	19475		37.93
108467	19475		39.44
641159	19475		38.83
340498	19475		38.54
340900	19475		34.54
341014	19475		50.31
341023	19475		36.65
341340	19475		35.73
341571	19475		41.04

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
698806	11/16/2012	ELLIOTT AUTO SUPPLY COMPANY 5676	1,265.57
2 3379559	17112		44.68
8 533832	17201		151.31
8 533472	17112		81.21
8 533497	17112		3.19
8 533573	17112		338.44
8 533576	17201		388.71
8 533620	17112		258.03
698807	11/16/2012	FEDEX 1632	105.81
2 068 32712	17231		105.81
698808	11/16/2012	GENERAL PARTS INC 814	599.83
2386 218737	17165		84.75
2386 218803	17165		15.72
2386 219051	17165		49.61
2386 219198	17165		69.68
2386 219356	17165		20.74
2386 219371	17165		247.85
2386 219374	17165		111.48
698809	11/16/2012	GLOBAL GUNS & HUNTING INC 3745	3,205.00
2986	17731		3,205.00
698810	11/16/2012	GLORY DAYS PIZZA FLEMING PLACE 7650	30.88
8 10/28/12	17238		30.88
698811	11/16/2012	GOLDEN CORRAL 1921	32.37
297117	19477		32.37
698812	11/16/2012	HAT WORLD INC 7522	609.45
1993510	17565		609.45
698813	11/16/2012	HAYNES EQUIPMENT INC 2139	11,612.79
0028828 IN	19849		11,612.79
698814	11/16/2012	INFORMATION NETWORK OF KANSAS 2395	206.00
429814	19834		206.00
698815	11/16/2012	JAYHAWK AUTO INC 2501	506.40
1101	20775		506.40
698816	11/16/2012	SANTIAGO, JEFFERSON R 8036	399.17
2177	19776		399.17
698817	11/16/2012	JIMS TRAILER SALES 2533	89.50
250921	17071		4.50
678266	17071		85.00
698818	11/16/2012	JOHN WILLSON INC 2504	595.20
21223	17489		254.91
21224	17489		246.35
21225	17489		93.94
698819	11/16/2012	KANSAS AUTOMOTIVE INC 2639	443.07
2531546	17077		-26.46
2544124	17182		89.55
2544154	17077		7.27
2544223	17077		0.73
2544311	17077		3.58
2544552	17182		2.10
2543708	17182		42.98

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
2543715	17182		174.28
2543724	17077		27.70
2543895	17077		1.02
2543975	17077		9.02
2543065	17077		12.28
2543386	17077		11.01
2543528	17077		73.47
2543627	17077		14.54
698820	11/16/2012	KANSAS DEPARTMENT OF REVENUE	6574
0000005581211161		Garnishment - Pct of Net	1,332.92
			1,332.92
698821	11/16/2012	KANSAS DEPARTMENT OF REVENUE	6574
0000010031211161		Garnishment - Pct of Net	385.99
			385.99
698822	11/16/2012	KANSAS DEPT OF REVENUE	2691
2310 9531 5240	SALESTAXWATER		32,378.47
			32,378.47
698823	11/16/2012	KANSAS HIGHWAY PATROL	2713
2012 2174	20771		15,850.00
			15,850.00
698824	11/16/2012	KANSAS INTELLIGENCE ASSOC	2717
20843 MCWILLIAM	20843		30.00
			30.00
698825	11/16/2012	KANSAS INTELLIGENCE ASSOC	2717
20843 FALLEY JAN	20843		30.00
20843 RICHTER KI	20843		30.00
			60.00
698826	11/16/2012	KANSAS ONE CALL SYSTEM INC	2728
2100470	19415		3,038.00
			3,038.00
698827	11/16/2012	KARRS KARTS	2784
9327	17080		68.60
			68.60
698828	11/16/2012	KCMER INVESTMENTS INC	8670
ST1091	20231		14,030.00
			14,030.00
698829	11/16/2012	KESTER ANIMAL CLINIC LC	7652
201097561	19392		699.00
			699.00
698830	11/16/2012	LAIRD NOLLER FORD INC	2939
1109731	17084		19.84
1109829	17185		24.96
1109834	17084		27.27
			72.07
698831	11/16/2012	LEE'S TRUCK INC	3021
22889	17085		485.82
22894	17085		-82.50
			403.32
698832	11/16/2012	MIZE HOUSER & CO INC	3481
20827	20827		150.00
			150.00
698833	11/16/2012	MOTOROLA SOLUTIONS INC	3548
77007151	19044		99,371.10
			99,371.10
698834	11/16/2012	NAILL ENTERPRISES LTD	4931
6962 17	17351		96.15
6962 18	17351		96.15
			192.30
698835	11/16/2012	INTERNATIONAL IDENTIFICATION I	3615
349230	20535		479.64
			479.64

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
698836	11/16/2012	NEBRASKALAND TIRE INC 8548	120.58
38862	19633		25.44
38996	19634		53.52
38997	19633		11.41
38861	19634		30.21
698837	11/16/2012	POLICE IMPREST FUNDS 3971	1,393.44
17604 10	17604		1,393.44
698838	11/16/2012	POWERPLAN 5769	2,075.10
03 336112	17113		35.01
03 336155	17113		247.86
03 336162	17113		45.41
312333	17113		1,746.82
698839	11/16/2012	PREMIER FARM & HOME LLC 4002	1,773.81
77163	17636		56.96
77849	17636		1,079.60
79380	17636		637.25
698840	11/16/2012	REDFORD CONSTRUCTION INC 8639	94,473.00
20270 2	20270		94,473.00
698841	11/16/2012	SCHENDEL SERVICES INC 4390	136.02
21118964	17004		45.34
21118976	17004		45.34
21119383	17004		45.34
698842	11/16/2012	SHAWNEE COUNTY DEPARTMENT OF 4502	5,563.80
17390 OCT 12	17390		5,563.80
698843	11/16/2012	SHAWNEE COUNTY EXTENSION COUNC 4508	187.50
20840	20840		187.50
698844	11/16/2012	SHAWNEE COUNTY REGISTER DEEDS 4519	31.00
17389 21	17389		31.00
698845	11/16/2012	SHIRLEY CONSTRUCTION INC 7565	119,780.00
19035 7	19035		119,780.00
698846	11/16/2012	SIEMENS INDUSTRY INC 7914	6,235.29
900969205	17491		6,235.29
698847	11/16/2012	SOUTHWEST PAPER COMPANY INC 4674	378.71
51162	18604		-40.00
676614	18604		418.71
698848	11/16/2012	STANDARD BATTERY INC 4718	230.13
K104649	17193		103.95
K105171	17193		126.18
698849	11/16/2012	SYMBOLARTS 4849	1,523.00
0171439 IN	18913		1,523.00
698850	11/16/2012	TOPEKA FOUNDRY & IRON WORKS IN 5029	80.76
731 BS13	17099		80.76
698851	11/16/2012	TOPEKA HARLEY DAVIDSON 5031	369.00
571350	17101		184.50
571358	17101		184.50
698852	11/16/2012	UNITED PARCEL SERVICE INC 5140	20.10

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
0000693358432	17397		20.10
698853	11/16/2012	VERMEER GREAT PLAINS INC 5218	352.80
01074764	17105		143.85
01074896	17105		208.95
698854	11/16/2012	WESTAR ENERGY 5376	409,901.89
1519476504-11.2		813 SW CLAY STREET	378.77
1597278899-11.2		419 SE 13TH ST.	23.58
1644917029-11.2		3245 NW WATER WORKS DR	104,603.19
1671696488-11.2		7215 SW TOPEKA BLVD	25.60
1677223701-11.2		635 SW GAGE BLVD A - ZOO	310.97
1709729387-11.2		201 NW TOPEKA	19.95
9396200104-11.2		1325 SW 16TH STREET	40.09
9406297791-11.2		720 SW 21st STREET	1,066.93
9415932749-11.2		1615 NW 8TH ST	28.29
8927971666-11.2		1200 DIVISION ST.	3,778.30
9163909456-11.2		5610 SW FOXCROFT CIR.	45.76
9172705484-11.2		6255 CALIFORNIA (Gun Range)	218.85
9244495706-11.2		2001 NW WINTER ST	29.16
9381575612-11.2		1115 NE POPLAR ST	-3,149.42
9388419420-11.2		1908 SE 29TH ST A	94.19
4901109460-11.2		TOWNSITE/120 SE 6TH	4,560.34
5026432749-11.2		2816 SW 29TH ST.- WW	3,718.89
5033670348-11.2		700 SE JEFFERSON	377.67
5044012316-11.2		6400 UNIVERSITY	460.76
506881572-11.2		801 SW GAGE BLVD- ZOO	254.90
5080166655-11.2		CRANE & N HARRISON (PAL)(Impou	529.26
4208864031-11.2		WINTER & I70	71.05
4264149424-11.2		4748 NW GREEN HILLS RD	121.84
4727296348-11.2		324 SE JEFFERSON STAT 3	21.18
4727296348A-11.2		324 SE JEFFERSON ADM	31.77
4756774986-11.2		3930 SW WANAMAKER	21.85
4789320685-11.2		415 SE 43RD PUMP	34.29
3890967088-11.2		635 SW GAGE BLVD #1	941.31
3962419033-11.2		545 NE LAKE	5,313.51
4058088318-11.2		5000 1/2 SW REDBUD LN.	49.09
4141273470-11.2		934 NE QUINCY	30.08
416151990-11.2		BURNETTS MOUND (tower)	68.88
4181861543-11.2		500 NE STRAIT AVE.	4,919.99
3216962429-11.2		5950 SW 41ST	19.00
3235310123-11.2		550 NW 46TH	88.02
3358892424-11.2		635 SW GAGE BLVD #14	147.99
3359889707-11.2		318 NW CRANE ST	26.17
3769422865-11.2		639 SW GAGE BLVD- ZOO	2,462.29
3791139844-11.2		3441 SHORELINE DR.	43.64
8718757529-11.2		1703 INDIAN HILLS	104.82
8797295426-11.2		3107 SE SILVERLEAF CT	35.44
8828977802-11.2		6305 SW 9TH ST	725.33
889044562-11.2		1419 NE SEWARD AVE	11.71
9905880069-11.2		1200 NE DIVISION (PAL)	26.82
994842527-11.2		2010 SW 37TH ST	468.67
7781238941-11.2		STREET LIGHTS	120,297.59
7858393411-11.2		3712 SW STONEBRIDGE CT.	27.74
8513066501-11.2		2300 SE 45TH ST	42.26
857144328-11.2		2000 NW 17TH ST	26.25
8573461924-11.2		1103 QUINCY/TANK	95.77
8595931907-11.2		201 NW TOPEKA	20.04
9772420004-11.2		6900 SW CRESTWOOD	43.66
9785702480-11.2		2306 SE SAGIS CT	66.79
9831806500-11.2		6th & WANAMAKER	65.76
7634627729-11.2		3030 SE CROCO RD.	66.13
7672355786-11.2		3450 SW BELLE AVE POND	311.75
7678466617-11.2		200 NE CRANE	118.18

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
9673824013-11.2		320 S KANSAS AVE - LEC	12,387.94
9673824013A-11.2		320 S KANSAS AVE - FLEET	1,738.66
9673824013B-11.2		320 S KANSAS AVE - CTE	869.33
9673824013C-11.2		320 S KANSAS AVE - CORONER	869.33
9673824013D-11.2		320 S KANSAS AVE - SHERIFF	5,867.96
969270611-11.2		3700 FAIRLAWN PUMP	7,508.80
8336454201-11.2		1600 NW BUTTON RD.	42,771.27
8345937008-11.2		635 SW GAGE BLVD HYENA	77.43
9464440167-11.2		1801 SW 44TH	46.79
9553074355-11.2		434 SE NORWOOD	3,710.09
9561558646-11.2		2447 SE 29TH STREET	531.49
9662481100-11.2		5605 SW FOXCROFT CIR S	33.99
793981629-11.2		1541 NW MENNINGER RD.	42.12
8045856673-11.2		932 NE Quincy-FIRE	223.89
8101041023-11.2		3158 1/2 SE 6TH AVE	22.71
8248049629-11.2		RICE RD LIGHTS	144.39
8276026298-11.2		322 SW CRANE ST (PAL) (Impound	26.17
8290044485-11.2		3414 SE 35TH ST.	61.05
0749842804-11.2		2200 WATERWORKS DR	19.95
0793252472-11.2		927 HARRISON	834.73
0843913860-11.2		5261 NW BRICKYARD RD	23.15
0846578667-11.2		801 NE KINCAID RD	19.00
7891221852-11.2		300 SE JEFERSON ST-FIRE	188.12
7891221852A-11.2		300 SE JEFERSON ST-FLEET	160.25
731539692-11.2		BURNETTES MOUND (PAL) (tower)	56.31
7391817447-11.2		123 SE 29TH ST LT	35.18
7479004144-11.2		112 SW 8TH GAR	1,276.58
7548807911-11.2		4035 SW 6TH AVE	81.75
7561894529-11.2		8TH & MONROE (PAL)	89.90
0552066743-11.2		4103 SW POSTOAK DRIVE	215.23
7093577888-11.2		2000 NW 17TH ST	569.92
7129070441-11.2		324 SE JEFFERSON STAT 3	534.59
7129070441A-11.2		324 SE JEFFERSON ADM	801.88
7165756657-11.2		400 US HWY 24	46.88
7222261768-11.2		138 N KS Ave Lites	99.35
7291675894-11.2		300 SE 40TH	48.90
6806672566-11.2		1610 BUTTON RD.	97.55
6878412783-11.2		3245 NW WATER WORKS DR	68.08
6987642013-11.2		2860 SE GOLDEN	26.53
7006406272-11.2		2000 NW TYLER	65.32
7052702107-11.2		2101 SW URISH RD	396.96
7054526981-11.2		STREET LIGHTS-29TH URISH	159.79
6385101124-11.2		4540 NW SIOUX	141.20
6418900406-11.2		230 SE ALKIRE	35.24
6473225120-11.2		4300 SE 23RD TERR	861.62
6548990643-11.2		PARKNSHOP/611 QUINCY	1,055.45
6600935533-11.2		BURNETT'S MOUND	102.86
6684018868-11.2		5002 NW KENDALL DR	31.71
6330481140A-11.2		SCHOOL SPEED FLASHER	378.00
6330481140B-11.2		PEDESTRIAN STREET LIGHTS	1,933.41
6330481140C-11.2		TOPEKA AVE BRIDGE	580.33
6330481140D-11.2		21ST & URISH ROUNDABOUT LGTS	268.25
6330481140E-11.2		ITS CAMERAS	66.38
6358801391-11.2		2700 NE MERIDEN RD	838.96
575745505-11.2		4545 NW 43RD ST PUMP	35.88
6029216846-11.2		635 SW GAGE BLVD #24	580.24
6043959044-11.2		CRANE & N HARRISON (PAL) (Impo	14.82
6145729420-11.2		318 NW CRANE ST	75.75
6149102541-11.2		600 SW 42ND ST TANK	19.95
6330481140-11.2		METERED TRAFFIC SIGNALS	7,900.55
528113064-11.2		2222 NW 35TH ST	194.09
52866323-11.2		6009 SW 29TH ST ST LT	89.51
5288815051-11.2		5961 SW 10TH	2,641.17
5365632154-11.2		322 NW CRANE ST (PAL)	227.59

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
5380218945-11.2		831 NE US HWY 24	26.73
5652128807-11.2		1641 SW ANCASTER	73.27
4672756422-11.2		3205 NW HICKORY RIDGE LN	49.00
4688166907-11.2		3300 SE DOWNING DR	70.28
5209177869-11.2		322 NW CRANE ST (Impound)	184.35
5237660226-11.2		1439 NE ATCHISON AVE	95.90
5256371057-11.2		N TYLER & KS RV	20.04
5278673283-11.2		3306 SE CROCO RD	209.27
4398184091-11.2		1901 WESTERN AVE A	192.74
4495154762-11.2		315 SE 21ST	46.45
4500418622-11.2		201 NW TOPEKA	2,300.33
4542484126-11.2		JACKSON/512 SW JACKSON	2,084.39
4565831865-11.2		6305 SW 9TH B B	3,033.99
4634088434-11.2		1019 SW 22ND	4,293.52
3481742208-11.2		1419 NE SEWARD AVE	362.39
3675521733-11.2		1200 JEFFERSON	1,313.95
3703989372-11.2		810 NW US HIGHWAY 24	45.72
3704094176-11.2		2744 SE 33RD TERR.	46.48
4269643687-11.2		2901 SE CROCO	70.10
4284165684-11.2		815 SW GAGE BLVD-ZOO	383.53
2518492210-11.2		CORONADO/917 QUINCY	2,199.80
2527930189-11.2		620 SE MADISON ST	6,259.34
2556481079-11.2		8TH & MADISON (PAL)	174.17
342334703-11.2		6315 SW 29TH ST ST LT	117.25
3429732386-11.2		QUINCY ST PUMP FPM	24.73
3468280796-11.2		201 NE CURTIS ST	40.61
2952910200-11.2		3305 SW 46TH	52.26
2978671422-11.2		635 SW GAGE BLVD 2	895.78
3068995963-11.2		2739 SE LAKE TERR	23.78
309522996-11.2		201 NW TOPEKA + PAL	85.24
3145100253-11.2		1901 WESTERN	1,384.47
3182415820-11.2		3919 SE 29TH STREET	96.40
2158288989-11.2		400 BROADMOOR	299.41
2166537606-11.2		329 1/2 PINE LN.	65.56
2189423730-11.2		2700 SW FAIRLAWN RD	573.16
2772553529-11.2		4130 SE EAST EDGE RD PUMP	240.26
2868104065-11.2		201 NW TOPEKA B	512.60
2909742456-11.2		200 N KANSAS AVE	19.95
1947734359-11.2		201 NW TOPEKA + PAL	166.24
1947734359A-11.2		201 NW TOPEKA + PAL-County	126.02
1947734359B-11.2		201 NW TOPEKA + PAL	51.84
1947734359C-11.2		201 NW TOPEKA + PAL	102.79
1977020420-11.2		2521 SE 2ND ST	89.34
2069150421-11.2		7325 SW 40TH	36.81
1419734081-11.2		120 NW CRANE	178.73
1421891304-11.2		MUNICIPAL AUDITORIUM	9,874.41
1793486451-11.2		120 NW CRANE -SW	19.95
1830815552-11.2		420 NW WAITE ST	20.23
1883517398-11.2		619 SE RICE RD	370.94
1894285067-11.2		1115 NE POPLAR ST B	48.33
1079563957-11.2		1215 SW OAKLEY AVE	288.03
1119938145-11.2		402 SE Branner St Light	53.55
1213827529-11.2		635 SW Gage #19	296.93
1315447745-11.2		5928 SW 53RD ST PMPST	35.36
1348331074-11.2		3305 SE WESTEDGE	31.27
1408512766-11.2		1215 SW 38TH	1,877.91
2336545121-11.2		635 SW GAGE BLVD C - ZOO	51.57
2336829480-11.2		NINTH STREET/215 SE 9TH	1,968.03
2362208215-11.2		1915 WESTERN	738.10
2437202074-11.2		200 NE QUINCY ST	43.23
249842055-11.2		MUNICIPAL AUDITORIUM	2,890.55
1047755001-11.2		635 SW GAGE BLVD B	47.62
1720154406-11.2		6834 SW 17TH STREET PSTAT	85.23
1737172307-11.2		6531 SW 29TH ST S LT	111.23

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
1747452090-11.2		2400 NW WATERWORKS	5,565.37
1762092009-11.2		1908 SE 29TH ST B	32.32
2266273903-11.2		825 S KANSAS AVE G	1,271.50
2272608403-11.2		800 SE MONROE ST (PAL)	156.30
698855	11/16/2012	WILLIS OF GREATER KANSAS INC	5472
592976	17330		5,833.00
			5,833.00
698856	11/16/2012	ELDER, JERRY	1501
RAY1057-1112		S+C Nov 2012 Payment	566.00
			566.00
698857	11/16/2012	SHAWNEE MANAGEMENT LLC	7828
CAR109-1112		S+C Nov 2012 Payment	246.00
DON105-1012		S+C Oct 2012 Payment	387.00
DON105-1112		S+C Nov 2012 Payment	400.00
DON105-DEP		DEPOSIT	400.00
GOT103-1112		S+C Nov 2012 Payment	450.00
MEJ101-1012		S+C Oct 2012 Payment	70.00
MEJ101-1112		S+C Nov 2012 Payment	226.00
MEJ101-DEP		DEPOSIT	335.00
MIL104-1112		S+C Nov 2012 Payment	375.00
SCH1037-1112		S+C Nov 2012 Payment	375.00
SWI108-1112		S+C Nov 2012 Payment	649.00
698858	11/16/2012	SAINT FRANCIS HEALTH CENTER	4339
1928	17154		145.00
			145.00
698859	11/16/2012	BRENT HUXMAN	8833
PC00000382		REFUND-MONROE LOT OVERPAYMENT	0.60
			0.60
698860	11/16/2012	COMMUNICATION FEDERAL CREDIT	8832
PC00000380		REFUND-9TH ST GARAGE 3 CARDS	52.23
			52.23
698878	11/16/2012	CALIFORNIA STATE DISBURSEMENT	753
0000008981211161		Child Support - Amt	86.54
			86.54
698879	11/16/2012	FAMILY SUPPORT PAYMENT CENTER	6780
0000010271211161		Child Support - Amt	225.00
			225.00
698880	11/16/2012	FRATERNAL ORDER OF POLICEMEN	1773
UNF112111613420		Union Dues - FOP	109.25
UNF112111613420		Union Dues - FOP	8,414.52
			8,523.77
698881	11/16/2012	JAN HAMILTON CHAPTER 13 TRUSTE	2494
0000000231211161		Bankruptcy - Amt 26 PP	69.24
			69.24
698882	11/16/2012	JAN HAMILTON CHAPTER 13 TRUSTE	2494
0000003751211161		Bankruptcy - Amt 26 PP	95.00
			95.00
698883	11/16/2012	JAN HAMILTON CHAPTER 13 TRUSTE	2494
0000003761211161		Bankruptcy - Amt 26 PP	819.23
			819.23
698884	11/16/2012	JAN HAMILTON CHAPTER 13 TRUSTE	2494
0000005271211161		Bankruptcy - Amt 26 PP	330.92
			330.92
698885	11/16/2012	JAN HAMILTON CHAPTER 13 TRUSTE	2494
0000006861211161		Bankruptcy - Amt 26 PP	500.77
			500.77
698886	11/16/2012	JAN HAMILTON CHAPTER 13 TRUSTE	2494
0000007051211161		Bankruptcy - Amt 26 PP	276.92
			276.92
698887	11/16/2012	JAN HAMILTON CHAPTER 13 TRUSTE	2494
			636.92

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
0000007381211161		Bankruptcy - Amt 26 PP	636.92
698888	11/16/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	135.00
0000007811211161		Bankruptcy - Amt 26 PP	135.00
698889	11/16/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	50.00
0000000301211161		Bankruptcy - Amt 26 PP	50.00
698890	11/16/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	422.31
0000008061211161		Bankruptcy - Amt 26 PP	422.31
698891	11/16/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	46.15
0000005771211161		Bankruptcy - Amt 26 PP	46.15
698892	11/16/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	36.92
0000010561211161		Bankruptcy - Amt 26 PP	36.92
698893	11/16/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	84.00
0000002781211161		Bankruptcy - Amt 26 PP	84.00
698894	11/16/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	50.78
0000009121211161		Bankruptcy - Amt 26 PP	50.78
698895	11/16/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	150.70
0000000551211161		Bankruptcy - Amt 26 PP	150.70
698896	11/16/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	141.69
0000011161211161		Bankruptcy - Amt 26 PP	141.69
698897	11/16/2012	ROSANNE "SOTO" REYES 4283	286.15
0000008981211161		Child Support - Amt	286.15
698898	11/16/2012	SUPPORT PAYMENT CLEARINGHOUSE 4831	239.08
0000001371211161		Child Support - Amt	239.08
698899	11/16/2012	WILLIAM GRIFFIN CHAPTER 13 TRU 5446	117.69
0000004751211161		Bankruptcy - Amt 26 PP	117.69
698900	11/16/2012	WILLIAM GRIFFIN CHAPTER 13 TRU 5446	768.00
0000007591211161		Bankruptcy - Amt 26 PP	768.00
698901	11/16/2012	WILLIAM GRIFFIN CHAPTER 13 TRU 5446	658.16
0000009721211161		Bankruptcy - Amt 26 PP	658.16
698902	11/16/2012	WILLIAM GRIFFIN CHAPTER 13 TRU 5446	73.85
0000008281211161		Bankruptcy - Amt 26 PP	73.85
698903	11/16/2012	WILLIAM GRIFFIN CHAPTER 13 TRU 5446	159.69
0000003191211161		Bankruptcy - Amt 26 PP	159.69
698904	11/16/2012	WILLIAM GRIFFIN CHAPTER 13 TRU 5446	1,892.31
0000005561211161		Bankruptcy - Amt 26 PP	1,892.31
698905	11/16/2012	CUES 1196	681.48
376747	17315		554.27
376894	17315		127.21
698906	11/16/2012	FASTENAL COMPANY 1619	1,035.60
KSTOP180988	19425		1,114.59
KSTOP180988	19425		-78.99

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
698907	11/16/2012	GRAINGER 1964	1,764.68
9963184974	20762		808.69
9964073937	20774		108.70
9964073945	20774		556.99
9964073952	20774		85.40
9968503483	20818		40.74
9968635186	20818		164.16
698908	11/16/2012	J & A TRAFFIC PRODUCTS 2453	10,385.00
16042	20544		10,385.00
698909	11/16/2012	KANSAS SAND & CONCRETE 2744	3,353.15
192991	17970		241.70
193179	17970		352.50
193276	18667		667.45
193418	17970		327.50
193462	17970		1,764.00
698910	11/16/2012	MID-STATES MATERIALS LLC 3401	3,957.89
35137	20675		1,122.01
35165	19433		1,908.28
35205	19433		927.60
698911	11/16/2012	NEAL & SONS CONSTRUCTION INC 3643	5,980.00
279704	20627		978.00
279783	20625		2,050.20
279785	20612		1,021.80
279786	20626		799.00
279787	20745		1,131.00
698912	11/16/2012	OLDCASTLE PRECAST INC 3739	72.00
120024038	17918		37.00
120024054	17918		35.00
698913	11/16/2012	PAVING MAINTENANCE SUPPLY INC 3850	95.93
10118201	20795		95.93
698914	11/16/2012	ROACH HARDWARE 4230	3.79
168841	19419		3.79
698915	11/16/2012	UDDIN, SHOEB 8137	2,730.00
SD 12 07 01	20507		2,730.00
698916	11/16/2012	TOPEKA BATTERY INC 5014	139.96
NT198134	17098		139.96
698917	11/16/2012	BLUEWOOD EAST APARTMENTS 8829	25.00
CR 2008 0001733 F	CC FLANAGAN		25.00
698918	11/16/2012	LOPEZ, DOMINGO M 8828	244.00
CR 2012 0008477 M	JM BOYER		244.00
698919	11/16/2012	BERRY SR, EDWARD D 8827	50.00
CR 2012 0005903 E	AD JACOBS		50.00
698920	11/16/2012	ANDERSON, GILLIAN N 8216	50.00
CR 2011 0010052 M	MAXIE A HAVENS		50.00
698921	11/16/2012	KANSAS BUREAU OF INVESTIGATION 2646	180.00
CR 2007 0018546 F	JJ MARSHALL		100.00
CR 2008 0006448 M	CAROL S WEST		30.00
CR 2008 0011981 F	ROBERT R WEST		50.00

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
698922 CR 2012 0008375	11/16/2012	MOSHER, JAMES M 8831	35.00 35.00
698923 CR 2004 0011396	11/16/2012	LEWIS, SONIA 8489	27.00 27.00
698924 CR 2006 0019201 CR 2011 0004203	11/16/2012	WESTAR ENERGY LG DUNBAR REF# 3101CE060063 SM CORNELIUS 6570	25.00 50.00 75.00
698925 0000001371211301	11/30/2012	BUTLER & ASSOCIATES PA Garnishment - Pct of Net 730	28.41 28.41
698926 0000001371211301	11/30/2012	BUTLER & ASSOCIATES PA Garnishment - Pct of Net 730	28.40 28.40
698927 0000000441211301	11/30/2012	BUTLER & ASSOCIATES PA Garnishment - Pct of Net 730	282.39 282.39
698928 68336	11/30/2012 19905	FISHER PATTERSON SAYLER & 1690	1,290.00 1,290.00
698929 0000011921211301	11/30/2012	H KENT HOLLINS ATTORNEY AT LAW Garnishment - Pct of Net 6502	35.29 35.29
698930 0000011921211301	11/30/2012	H KENT HOLLINS ATTORNEY AT LAW Garnishment - Pct of Net 6502	35.29 35.29
698931 28328	11/30/2012 14599	HENSON HUTTON MUDRICK & 2199	137.50 137.50
698932 0000006771211301	11/30/2012	MCNEARNEY, PITTINGER & Garnishment - Pct of Net 3315	463.31 463.31
698933 WCCOT200900931	11/30/2012 19490	PEARSON III, GEORGE H 3866	507.78 507.78
698934 STEPHEN BELK	11/30/2012	SHELOE, JERRY WCCOT2011009828 4531	50.00 50.00
698935 10020808	11/30/2012 20137	STINSON MORRISON HECKER LLP 8611	620.00 620.00
698936 2757	11/30/2012 20769	911 CUSTOM LLC 8345	3,382.80 3,382.80
698937 201210 0	11/30/2012 20874	VCA CENVET INC 5886	1,199.05 1,199.05
698938 6724398101	11/30/2012	AT&T LONG DISTANCE 281	512.06 512.06
698939 1057	11/30/2012 17381	BREATHING AIR SERVICES INC 601	1,349.00 1,349.00
698940 16313 16587 16824	11/30/2012 17047 17047 17047	BRIDGESTONE FIRESTONE NORTH 617	249.74 1,167.63 151.57 1,568.94

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
698941	11/30/2012	BME INC 621	9.05
103220	17048		9.05
698942	11/30/2012	C & C PRODUCE 7788	2,549.75
000524015	17637		320.00
000525869	17637		415.50
000527705	17637		389.75
000529602	17637		427.50
000531418	17637		505.75
000533312	17637		491.25
698943	11/30/2012	S & S OF KANSAS INC 1153	267.54
73823	17232		42.36
73825	17232		23.97
73826	17232		52.95
73827	17232		42.36
73828	17232		31.77
73842	17232		42.36
73846	17232		31.77
698944	11/30/2012	CUT N EDGE INC 5919	298.00
55263	18641		298.00
698945	11/30/2012	DENNYS RESTAURANT INC 1329	181.42
267532	19475		36.34
341860	19475		35.91
342214	19475		29.85
342960	19475		33.94
342991	19475		15.96
343079	19475		29.42
698946	11/30/2012	DUFFENS OPTICAL COMPANY 1429	127.21
2016	17244		127.21
698947	11/30/2012	ELECTRONICS SUPPLY CO INC 1505	191.20
1448529	19424		191.20
698948	11/30/2012	ELLIOTT AUTO SUPPLY COMPANY 5676	1,568.84
2 3386377	17201		31.03
8 533154	17112		215.15
8 534318	17201		229.83
8 534669	17112		179.11
8 534691	17112		33.32
8 534703	17112		276.90
8 534713	17112		73.67
8 534927	17201		202.42
8 533654	17112		-60.00
8 533655	17112		-27.50
8 533925	17112		176.71
8 533950	17112		157.49
8 533964	17112		80.71
698949	11/30/2012	GENERAL CHEMICAL PERFORMANCE 1625	11,301.43
90521498	19530		5,759.59
90525880	19530		5,541.84
698950	11/30/2012	GENERAL PARTS INC 814	316.22
2386 214964	17165		-23.54
2386 219835	17165		170.80
2386 219910	17165		168.96
698951	11/30/2012	GENUINE PARTS COMPANY 1873	10.00
704324	17063		10.00

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
698952 10	11/30/2012 17238	GLORY DAYS PIZZA FLEMING PLACE 7650	27.24 27.24
698953 297108 297109 297119 297120	11/30/2012 19477 19477 19477 19477	GOLDEN CORRAL 1921	32.37 53.95 53.95 75.53 215.80
698954 28	11/30/2012	HAAS, DENISE M WCCOT2011009828 8826	91.00 91.00
698955 18717 5 FINAL	11/30/2012 18717	HERRMAN'S EXCAVATING INC 2218	1,093.50 1,093.50
698956 51870060 51916791 51969503 51983218 52026764	11/30/2012 19987 19987 20702 20702 20702	HEWLETT-PACKARD COMPANY 2226	30,181.84 7,545.46 478.40 4,524.54 1,191.20 43,921.44
698957 12304	11/30/2012 18795	HOSS AND BROWN ENGINEERS INC 2307	298.80 298.80
698958 435996 439636	11/30/2012 19834 17980	INFORMATION NETWORK OF KANSAS 2395	125.00 19.80 144.80
698959 31168	11/30/2012 DE	J T LARDNER INC 2467	7.00 7.00
698960 2025 2040	11/30/2012 20619 20823	JAYHAWK AUTO INC 2501	8,071.59 4,133.63 12,205.22
698961 1200407 IN	11/30/2012 18339	JUSTICE SYSTEMS 2606	8,304.00 8,304.00
698962 2548145 2547387 2547416 2547612 2547764 2547878 2547949 2546700 2546707 2546831 2547266 2547319 2547364 2546367 2546423 2546425 2546448 2546658 2546699 2545926 2545989 2546051	11/30/2012 17077 17182 17077 17077 17077 17077 17077 17077 17182 17077 17182 17077 17182 17077 17077 17077 17077 17182 17077 17077 17077 17182 17077 17077 17077	KANSAS AUTOMOTIVE INC 2639	2.54 104.16 28.27 0.93 26.68 3.44 2.22 24.23 5.19 5.12 125.69 1.25 -41.94 14.26 -26.89 4.31 9.50 40.56 8.90 33.48 8.09 4.52 1,333.80

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
2546112	17077		14.91
2546224	17182		45.67
2546253	17077		15.75
2545734	17077		52.37
2545757	17077		110.00
2545810	17077		23.00
2545898	17077		8.00
2545913	17077		46.41
2544580	17077		9.14
2544675	17077		287.82
2544790	17077		135.12
2544970	17077		77.67
2545620	17077		18.50
2545718	17077		91.55
2544052	17077		7.46
2543894	17077		5.92
698963	11/30/2012	KANSAS CITY FREIGHTLINER SALES 2654	794.43
1353885	17079		344.10
1353989	17079		71.78
1354197	17079		350.03
1354395	17079		28.52
698964	11/30/2012	KANSAS DEPARTMENT OF REVENUE 2666	7,395.89
GAMEZ 4842	20915		2,536.00
GOODWIN 6092	20915		210.00
GUADIARA 4388	20915		499.00
HEATH 6562	20915		485.00
KETTER JR 6171	20915		100.00
KETTER JR 6171A	20915		330.00
MACK JR 9041	20915		1,792.44
MCCLELLAND 051	20915		150.00
MCCOY 8911	20915		233.45
MITCHELL 0848	20915		1,060.00
698965	11/30/2012	KANSAS DEPARTMENT OF REVENUE 6574	1,958.83
0000005581211301		Garnishment - Pct of Net	1,958.83
698966	11/30/2012	KANSAS DEPARTMENT OF REVENUE 6574	383.72
0000010031211301		Garnishment - Pct of Net	383.72
698967	11/30/2012	KANSAS DEPT OF ADMINISTRATION 2667	200.00
20880 COPLEY B/L	20880		200.00
698968	11/30/2012	KANSAS DMV 8585	35.00
346BWZ	19874		35.00
698969	11/30/2012	KANSAS HUMAN RIGHTS COMMISSION 2715	78.00
20923 OLANDER J	20923		78.00
698970	11/30/2012	KANSAS POWERTRAIN & 6935	1,855.98
9598	17204		1,855.98
698971	11/30/2012	KAW VALLEY ELECTRIC 8159	106.31
ACCT 2133006000	DE		106.31
698972	11/30/2012	KEY CHEMICAL INC 7508	14,533.68
13227	19533		14,533.68
698973	11/30/2012	KROGER-DILLON CUSTOMER CHARGES 2918	65.51
1012176479	20928		65.51

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
698974	11/30/2012	LAIRD NOLLER FORD INC 2939	980.49
1110243	17084		224.27
1110267	17084		-53.46
1110421	17084		7.78
1110531	17084		15.40
1109901	17084		80.05
1109940	17084		654.73
1109950	17084		22.56
1110190	17185		29.16
698975	11/30/2012	LEE'S TRUCK INC 3021	189.08
22951	17085		189.08
698976	11/30/2012	LOVES ENTERPRISES 3112	28,783.87
100244	20709		1,410.00
100245	20711		1,540.00
10032	20684		3,337.75
10042	20710		932.00
16713 4 RET	16713		19,900.12
20031	20712		1,664.00
698977	11/30/2012	LOWER HEATING & A/C INC 3119	96.65
79448	20497		96.65
698978	11/30/2012	MIKE'S FRAME SHOP INC 3423	267.50
13239	17087		267.50
698979	11/30/2012	MONTGOMERY VENTURES INC 3496	163.72
80	17089		51.22
81	17187		112.50
698980	11/30/2012	MOTHERS AGAINST DRUNK DRIVING 3544	215.00
20826 OCT 2012	20826		215.00
698981	11/30/2012	NAILL ENTERPRISES LTD 4931	96.15
6962 19	17351		96.15
698982	11/30/2012	INTERNATIONAL IDENTIFICATION I 3615	1,522.92
349636	20691		1,522.92
698983	11/30/2012	NEBRASKALAND TIRE INC 8548	30.29
39099	19634		26.76
39100	19633		3.53
698984	11/30/2012	PREMIER FARM & HOME LLC 4002	2,512.72
81749	17636		2,469.25
82307	17636		43.47
698985	11/30/2012	REDFORD CONSTRUCTION INC 8639	134,717.50
20156 1	20156		134,717.50
698986	11/30/2012	REEVES WIEDEMAN COMPANY INC 4154	81.12
4175620	19421		64.22
4179625	19421		16.90
698987	11/30/2012	RHYTHM ENGINEERING LLC 4192	30,850.00
608	20773		30,850.00
698988	11/30/2012	RIVERSIDE MARKETING & PROMOTIO 4225	1,563.06
R 12 466	20427		1,563.06
698989	11/30/2012	SAFARILAND LLC 6567	626.70

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
112 070139	19022		626.70
698990	11/30/2012	SAFELITE FULFILLMENT INC 6839	160.60
00687 132734	17119		160.60
698991	11/30/2012	SAMS CLUB 4357	3,597.63
002082	17725		71.65
002871	17725		162.80
005081	17725		124.26
005279	20470		2,625.08
008870	17725		294.96
006587	20838		318.88
698992	11/30/2012	SCHENDEL SERVICES INC 4390	784.60
20018580	17640		196.15
21115512	17640		196.15
21118460	17640		196.15
21118461	17640		196.15
698993	11/30/2012	SHAWNEE COUNTY DISTRICT ATTORN 4505	1,703.56
763	17600		1,420.05
764	17600		283.51
698994	11/30/2012	SHAWNEE COUNTY HEALTH AGENCY 4512	65.00
1172	17155		65.00
698995	11/30/2012	SHAWNEE COUNTY REGISTER DEEDS 4519	28.00
17389 22	17389		28.00
698996	11/30/2012	SHAWNEE COUNTY SHERIFFS OFFICE 4520	2,341.92
2012 58	18322		667.27
2012 59	20309		1,440.25
2012 60	17979		234.40
698997	11/30/2012	SHAWNEE COUNTY TREASURER 4521	2.50
81510	17019		2.50
698998	11/30/2012	SIEMENS INDUSTRY INC 7914	27,521.25
900969367	17491		14,163.75
900986039	17491		13,357.50
698999	11/30/2012	STANDARD BATTERY INC 4718	422.07
K105172	17193		133.04
K105200	17193		171.13
R021897	17193		117.90
699000	11/30/2012	THE TIRE CUTTERS 5633	418.50
11612	19700		418.50
699001	11/30/2012	THE UPS STORE 4943	77.34
2162	17406		77.34
699002	11/30/2012	TOPEKA FOUNDRY & IRON WORKS IN 5029	8,795.83
721 BS13	17099		40.83
7578 12P	20106		8,755.00
699003	11/30/2012	TOPEKA GENERATOR EXCHANGE 5030	409.95
33955	17100		409.95
699004	11/30/2012	VERMEER GREAT PLAINS INC 5218	22,895.50
01075099	20067		22,895.50

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Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
699005	11/30/2012	ILLINOIS TOOL WORKS INC 5559	554.85
M0004503570	17200		554.85
699006	11/30/2012	ANESTHESIA ASSOC OF TOPEKA PA 225	2,413.30
45771		WCCOT2006008478	1,296.89
45772		WCCOT2006008478	826.35
45773		WCCOT2006008478	290.06
699007	11/30/2012	ARC REHABILITATION SERVICES 294	1,785.90
322479X43308		WCCOT2012009890	155.05
321653X43212		WCCOT2012009900	149.62
321863X43229		WCCOT2012010058	140.04
321926X43235		WCCOT2012009946	160.46
322237X43260		WCCOT2012009946	307.16
322244X43260		WCCOT2012010036	100.45
322307X43295		WCCOT2012009900	149.62
320798X43092		WCCOT2012009901	115.44
321501X43197		WCCOT2012009890	217.56
321598X43209		WCCOT2012009946	153.79
321633X43211		WCCOT2012010036	136.71
699008	11/30/2012	CALLOWAY LABORATORIES 8825	394.03
385704		WCCOT2006008291	394.03
699009	11/30/2012	CATAMARAN PBM OF MARYLAND INC 847	2,081.84
123046093141004		WCCOT2010009430	14.41
123053035556600C		30496.008	13.34
123086541510016		WCCOT2006008478	28.55
123115110165000		WCCOT2012010066	6.57
12311513594000		WCCOT2012010066	23.56
122985506772009		WCCOT2006008291	234.37
122985933733020		WCCOT2006008291	212.60
123004295252017		WCCOT2006008291	387.71
123004511026016		WCCOT2006008291	8.74
122964702194004		WCCOT2006008291	101.93
122964807234012		WCCOT2006008291	370.78
122970712288006		30106.014	321.20
122974254973005		WCCOT2009009339	29.00
122975717287017		WCCOT2009009339	308.27
122975719045020		WCCOT2009009339	20.81
699010	11/30/2012	COMPTECH MEDICAL MGT INC 7253	952.13
1283--ARTZER		WCCOT2012009988	64.54
1283--BATMAN		WCCOT2012010053	56.72
1283--BEACH		WCCOT2012009946	46.79
1283--HOOD		WCCOT2012010026	19.85
1283--KARNS		WCCOT2012010023	27.91
1283--STANDIFER		WCCOT2012009926	12.02
1283--TAVARES		WCCOT2011009767	1.10
1283--TERRY		WCCOT2012010067	14.84
1283--GRAYSON		WCCOT2012010066	18.51
1283--HAMILTON		WCCOT2010009393	2.20
1283--HARRISON		WCCOT2012010055	7.03
1283--PHILBIN		WCCOT2006008291	40.10
1283--POTTER		WCCOT2006008478	32.72
1283--REYNOLDS		WCCOT2012009900	62.27
1283--SACHS		WCCOT2010009469	0.52
1283--SCHLEUDEP		WCCOT2012010058	82.05
1283--SLOAN		WCCOT2012009981	42.71
1283--LANE		WCCOT2012009920	9.65
1283--MALDONAD		WCCOT2009009339	78.58
1283--MCBURNEY		WCCOT2010009430	7.60
1283--MEYER		WCCOT2012009950	5.34

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
1283--MILLER		WCCOT2012009890	63.28
1283--ORTIZ		WCCOT2011009857	9.70
1283--BURGER		WCCOT2012010059	16.68
1283--CONWAY		WCCOT2011009738	37.67
1283--CRAMER		WCCOT2009009192	109.51
1283--ENDSLEY		WCCOT2011009794	7.56
1283--FISHER		WCCOT2012010064	15.80
1283--FORBES		WCCOT2012010036	58.88
699011	11/30/2012	COTTON O NEIL CLINIC	1131
6017847017		WCCOT2012009901	938.09
			938.09
699012	11/30/2012	COTTON O NEIL CLINIC	1131
20881 ACCT #3456	20881		1,000.84
			1,000.84
699013	11/30/2012	COTTON-O'NEIL CLINIC	2729
10833		WCCOT2010009481	175.00
10881		WCCOT2005007980	175.00
6017812209		WCCOT2010009481	71.11
6017820512		WCCOT2010009493	158.74
6017831118		WCCOT2012009988	79.82
			659.67
699014	11/30/2012	EMPLOYERS MUTUAL CASUALTY CO	8328
20921 4N68460 20	20921		9,079.60
			9,079.60
699015	11/30/2012	MIDWEST REHABILITATION PA	3418
115061X189853		WCCOT2012009988	60.00
			60.00
699016	11/30/2012	RADIOLOGY & NUCLEAR MEDICINE	4073
4051632812		WCCOT2012010068	15.41
4051642711		WCCOT2012010075	12.03
4051645713		WCCOT2010009481	87.71
4051645774		WCCOT2012010077	22.63
			137.78
699017	11/30/2012	SAINT FRANCIS HEALTH CENTER	4338
4442427		WCCOT2011009794	37.48
4442427 A		WCCOT2011009794	35.70
4441332		WCCOT2012010058	56.52
4441332 A		WCCOT2012010058	53.55
4441938		WCCOT2012010069	143.99
4434747		WCCOT2012010051	247.52
4434367 001		WCCOT2011009794	53.55
			628.31
699018	11/30/2012	SAINT FRANCIS HEALTH CENTER	4339
17154 12 ACCT 421	17154		11,556.05
			11,556.05
699019	11/30/2012	SAINT FRANCIS PHYSICIAN CLINIC	4341
869618		WCCOT2012010077	2,427.91
			2,427.91
699020	11/30/2012	STORMONT VAIL HEALTHCARE	5753
1227800240		WCCOT2012009901	5,269.93
			5,269.93
699021	11/30/2012	TALLGRASS SURGICAL CENTER	4870
18925		WCCOT2010009430	696.24
			696.24
699036	11/30/2012	RANDALL HARGENS	8845
PC00000376		REFUND-NINTH ST GARAGE	47.43
			47.43
699037	11/30/2012	RYAN SMITH	8844
PC00000374		REFUND-NINTH ST GARAGE	31.63
			31.63
699038	11/30/2012	CALIFORNIA STATE DISBURSEMENT	753
			86.54

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
0000008981211301		Child Support - Amt	86.54
699039	11/30/2012	FAMILY SUPPORT PAYMENT CENTER 6780	225.00
0000010271211301		Child Support - Amt	225.00
699040	11/30/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	69.24
0000000231211301		Bankruptcy - Amt 26 PP	69.24
699041	11/30/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	95.00
0000003751211301		Bankruptcy - Amt 26 PP	95.00
699042	11/30/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	819.23
0000003761211301		Bankruptcy - Amt 26 PP	819.23
699043	11/30/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	330.92
0000005271211301		Bankruptcy - Amt 26 PP	330.92
699044	11/30/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	500.77
0000006861211301		Bankruptcy - Amt 26 PP	500.77
699045	11/30/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	276.92
0000007051211301		Bankruptcy - Amt 26 PP	276.92
699046	11/30/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	460.03
0000007381211301		Bankruptcy - Amt 26 PP	460.03
699047	11/30/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	135.00
0000007811211301		Bankruptcy - Amt 26 PP	135.00
699048	11/30/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	50.00
0000000301211301		Bankruptcy - Amt 26 PP	50.00
699049	11/30/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	422.31
0000008061211301		Bankruptcy - Amt 26 PP	422.31
699050	11/30/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	46.15
0000005771211301		Bankruptcy - Amt 26 PP	46.15
699051	11/30/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	36.92
0000010561211301		Bankruptcy - Amt 26 PP	36.92
699052	11/30/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	84.00
0000002781211301		Bankruptcy - Amt 26 PP	84.00
699053	11/30/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	50.78
0000009121211301		Bankruptcy - Amt 26 PP	50.78
699054	11/30/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	150.70
0000000551211301		Bankruptcy - Amt 26 PP	150.70
699055	11/30/2012	JAN HAMILTON CHAPTER 13 TRUSTE 2494	141.69
0000011161211301		Bankruptcy - Amt 26 PP	141.69
699056	11/30/2012	ROSANNE "SOTO" REYES 4283	286.15
0000008981211301		Child Support - Amt	286.15
699057	11/30/2012	SUPPORT PAYMENT CLEARINGHOUSE 4831	239.08
0000001371211301		Child Support - Amt	239.08
699058	11/30/2012	WILLIAM GRIFFIN CHAPTER 13 TRU 5446	117.69
0000004751211301		Bankruptcy - Amt 26 PP	117.69

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
699059 0000007591211301	11/30/2012	WILLIAM GRIFFIN CHAPTER 13 TRU Bankruptcy - Amt 26 PP	5446 768.00
699060 0000009721211301	11/30/2012	WILLIAM GRIFFIN CHAPTER 13 TRU Bankruptcy - Amt 26 PP	5446 658.16
699061 0000008281211301	11/30/2012	WILLIAM GRIFFIN CHAPTER 13 TRU Bankruptcy - Amt 26 PP	5446 73.85
699062 0000003191211301	11/30/2012	WILLIAM GRIFFIN CHAPTER 13 TRU Bankruptcy - Amt 26 PP	5446 159.69
699063 0000005561211301	11/30/2012	WILLIAM GRIFFIN CHAPTER 13 TRU Bankruptcy - Amt 26 PP	5446 1,892.31
699064 47102584	11/30/2012 17131	APPLIED INDUSTRIAL	245 32.66
699065 8792 520027 8792 521038 8792 521269	11/30/2012 19409 19409 19409	RENSENHOUSE ELECTRIC SUPPLY	4174 495.00 12.83 26.81
699066 V41561	11/30/2012 20739	ENGINEERED SYSTEMS INC	1535 3,874.21
699067 KSTOP181285 KSTOP181635 KSTOP181645 KSTOP181656	11/30/2012 19425 19425 17059 19425	FASTENAL COMPANY	1619 7.46 30.28 6.33 28.77
699068 9973289011 9973289029 9978729458	11/30/2012 20849 20774 16993	GRAINGER	1964 678.36 34.79 7.74
699069 193768 193793 193504 193613 193720 193722	11/30/2012 17970 17970 18667 17970 18667 17970	KANSAS SAND & CONCRETE	2744 170.00 525.00 1,102.50 275.00 1,470.00 380.00
699070 35259 35299	11/30/2012 19433 19433	MID-STATES MATERIALS LLC	3401 2,577.79 937.89
699071 279788	11/30/2012 20583	NEAL & SONS CONSTRUCTION INC	3643 3,862.68
699072 28018	11/30/2012 17090	NORTHEAST KANSAS HYDRAULICS IN	3705 22.83
699073 120024060 120024062	11/30/2012 17918 17918	OLDCASTLE PRECAST INC	3739 2,813.00 2,142.00
699074 I0119044	11/30/2012 20795	PAVING MAINTENANCE SUPPLY INC	3850 2,064.77

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
I0119200	20802		9,496.20
I0119204	20795		2,198.75
699075	11/30/2012	REID PLUMBING HEATING AND 8605	92,497.50
20256 1	20256		52,299.00
20256 2	20256		40,198.50
699076	11/30/2012	ROACH HARDWARE 4230	117.89
168930	19419		5.58
169522	19419		18.99
169555	19419		12.78
348227	19419		4.99
168942	19419		11.16
168990	19419		23.97
169288	19419		4.99
169308	19419		26.66
169318	19419		3.78
169376	19419		4.99
699077	11/30/2012	TFM COMM INC 4914	262.50
158313	19400		193.00
159362	19400		69.50
699078	11/30/2012	WESTERN EXTRALITE COMPANY INC 5382	233.51
S4592299 001	19423		225.55
S4601756 001	19423		7.96
699079	11/30/2012	A & A MOVING & HAULING 8446	40.00
CR 2006 0022159 F	CE HOGBIN		40.00
699080	11/30/2012	BLACKWELL, TRACY 8846	15.00
CR 2012 0003478 M	MS CANADY		15.00
699081	11/30/2012	STATEN, BOBBY 8197	25.00
CR 2009 0021228 M	RICHARD D KING		25.00
699082	11/30/2012	DILLONS 6828	36.26
CR 2004 0017864 M	KERRY L MILLER		28.20
CR 2010 0002902 M	ME STEENBOCK		8.06
699083	11/30/2012	DOLLAR CAR RENTAL 8505	25.00
CR 2008 0004800 F	NB BRANION		25.00
699084	11/30/2012	FELLOWSHIP BIBLE CHURCH 8561	50.00
CR 2012 0004246 M	NT MCCULLAH		50.00
699085	11/30/2012	MANSKE, JOHN F 6881	25.00
CR 2008 0008148 M	AC HARRISON		25.00
699086	11/30/2012	KANSAS BUREAU OF INVESTIGATION 2646	1,040.00
CR 2007 0004887 F	JOSE L ALFARO		40.00
CR 2007 0005504 F	CS FINLAY		275.00
CR 2008 0005168 M	JK DOUGLAS		400.00
CR 2012 0011174 M	TERI L LUSTER		45.00
CR 2011 0003594 F	TS ESQUIBEL		25.00
CR 2011 0010819 I	RJ GALLEGOS		105.00
CR 2011 0011038 I	TRACEY L GOAR		30.00
CR 2011 0015720 M	LB WARNER BASS		25.00
CR 2008 0011983 F	CHAD L FORSHEE		40.00
CR 2009 0012495 I	DE MILTON JR		25.00
CR 2010 0012104 F	TROY M BAKER		30.00

COUNCIL REPORT OF VENDOR PAYMENTS

Between 11/3/2012 and 11/30/2012

Check No.	Check Date/PO #	Vendor Name and Number	Check Amount
699087	11/30/2012	PETRY, LAWRENCE G 7635	40.00
CR 2010 0013888	IMARLEY W WHITE		40.00
699088	11/30/2012	O'REILLY AUTO PARTS 8847	40.00
CR 2009 0013673	IBL MONTGOMERY		40.00
699089	11/30/2012	WEBB, ROBERT A 8315	30.00
CR 2004 0016900	1 BL SLEMP		30.00
699090	11/30/2012	THE OFFICE BAR AND GRILL 7163	15.00
CR 2012 0005678	ICURTIS O MYERS		15.00
699091	11/30/2012	TIMBERLEE APARTMENTS 6877	25.00
CR 2010 0000519	F CA MITCHELL		25.00
699092	11/30/2012	WALMART RESTITUTION RECOVERY 6534	25.00
CR 2008 0002609	S DR MCNUTT		25.00
699093	11/30/2012	WESTAR ENERGY 6570	25.00
CR 2006 0019201	F LG DUNBAR		25.00
Total for Check Payments			3,002,341.78
TOTAL OF PAYMENTS			9,483,218.66

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Jim Colson, allowing and approving City expenditures for the period of November 3, 2012, through November 30, 2012, and enumerating said expenditures herein.

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

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

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

<u>Section 3.</u>	Total of 479 vendor checks written this period	3,012,871.27
	Total vendor payments voided in this period (net)	(295.92)
	Total of 529 electronic transfers to vendors this period	6,480,876.88
	Total net payroll to employees this period	3,413,064.03
	Total payroll related electronic transfers this period	<u>1,983,253.12</u>
	Total for expenditures in this period	<u>\$14,889,769.38</u>

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

PASSED and APPROVED by the City Council _____.

ATTEST:

William W. Bunten, Mayor

Brenda Younger, City Clerk



A Capital City Government Working For You...

www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 21, 2012

Back Print

DATE:	December 18, 2012	
CONTACT PERSON:	Pam Simecka	DOCUMENT #:
SECOND PARTY/SUBJECT:	2013-2017 CIP and 2013-2014 CIB	PROJECT #:
CATEGORY/SUBCATEGORY	020 Resolutions / 005 Miscellaneous	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by City Manager Jim Colson, authorizing and adopting for the City of Topeka, Kansas, the 2013-2017 Capital Improvement Program and the 2013-2014 Capital Improvement Budget.

(Approval would establish the two-year Capital Improvement Budget and the five year Capital Improvement Program.)

POLICY ISSUE:

The City's Capital Improvement Program (CIP) approval process runs consecutively to the development of the annual City operating budget. The CIP is updated annually and presented to the City Council after the operating budget is adopted. Historically, the City Council has approved a five-year Capital Improvement Program, which includes a two-year Capital Improvement Budget (CIB) comprised of the first two years of the plan. This process gives departments a two-year picture for capital project planning. It is noted that appropriations can only be made on an annual basis. The Council's action in approving the Capital Improvement Budget authorizes staff to begin preliminary work on these projects. Departments then bring individual project budgets to the City Council for consideration throughout the year. It is at this point that expenditures for the projects are truly authorized, through passage of ordinance or resolution, and construction work can begin. For projects financed with general obligation bonds, the project budget and ordinance provide the legal authority to issue bonds.

STAFF RECOMMENDATION:

Staff recommends the City Council move to approve the resolution.

BACKGROUND:

Each year the City Council discusses and approves a two-year Capital Improvement Budget (CIB) and a

Item #24

five-year Capital Improvement Program (CIP). Projects in the two-year CIB may be brought forward to the City Council for approval of project budgets, which includes financing. The CIB and CIP do not appropriate funding for projects. They are plans that guide City staff in project development and provide citizens with the plan for future improvements in the City.

BUDGETARY IMPACT:

There is no budgetary impact to the City. The Capital Improvement Budget and Capital Improvement Program do not authorize funding, it only sets forth a plan for projects and financing.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

[CIP Spreadsheet](#)

[Status of 2012 Projects](#)

[Summary Report](#)

[Resolution](#)

Capital Improvement Program 2013-2017 (11/20/12)	Adopted 2012	Adopted 2013	City Manager 2013	Adopted 2014	City Manager 2014	Adopted 2015	City Manager 2015	Adopted 2016	City Manager 2016	City Manager 2017	Other Source
GO Bond Projects											
Neighborhoods/Citywide/City Facilities											
Neighborhood Infrastructure	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	
Citywide Infrastructure			200,000		200,000		200,000		200,000	200,000	
Subtotal	1,400,000	1,400,000	1,600,000	1,400,000	1,600,000	1,400,000	1,600,000	1,400,000	1,600,000	1,600,000	
Fire Department											
Build Fire Station #13 (6th & Fairlawn)	2,484,600	1,183,000	1,183,000	-	-	-	-	-	-	-	
Purchase One Aerial Ladder Truck	-	-	-	-	-	1,300,000	-	-	-	1,378,000	
Purchase 1 Engine Co. 6 Apparatus	487,500	-	-	-	-	-	-	-	-	-	
Build Fire Station - South	-	-	-	-	-	212,000	212,000	2,132,720	2,132,720	-	
Purchase 1 Truck Co. Apparatus-Trk 11	-	575,000	-	-	609,500	-	-	-	-	-	
Purchase 2 Engine Apparatus (2 & 9)	-	-	1,007,000	720,000	-	-	-	-	-	-	
Purchase 2 Pumper Apparatus	-	-	-	-	-	-	-	830,000	-	-	
Public Education Life Safety Trailer			116,600								
Burn Building					530,000						
One Truck Apparatus (Truck 10)										646,600	
Two Engine Apparatus (Eng 3 & 11)							1,166,000				
Subtotal	2,972,100	1,758,000	2,306,600	720,000	1,139,500	1,512,000	1,378,000	2,962,720	2,132,720	2,024,600	
Traffic											
Traffic Safety Projects	185,000	185,000	185,000	185,000	185,000	185,000	185,000	185,000	185,000	185,000	
Signals Replacement	640,000	640,000	640,000	640,000	640,000	640,000	640,000	640,000	640,000	640,000	
Subtotal	825,000	825,000	825,000	825,000	825,000	825,000	825,000	825,000	825,000	825,000	
Streets											
Complete Streets	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	
Infill Sidewalks	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	
Capitol District Project (KS Avenue)	2,000,000	2,000,000	2,000,000	-	1,000,000	-	-	-	-	-	
SE California Ave. -- 33rd St. to 37th St.	-	-	-	300,000	200,000	100,000	200,000	3,350,000	3,350,000	-	
SE California Ave. -- 29th St. to 33rd St.	-	-	-	-	-	-	-	200,000	200,000	3,000,000	
NE Seward Avenue Streetscape	-	50,000	50,000	450,000	450,000	-	-	-	-	-	
SE 21st St-SE California to SE Carnahan (curbs)			600,000								
SW 17th St - Wasburn to MacVicar			759,000								
SW 37th Street - Burlingame to Gage			400,000		3,500,000		3,600,000				
Subtotal	2,250,000	2,300,000	4,059,000	1,000,000	5,400,000	350,000	4,050,000	3,800,000	3,800,000	3,250,000	
Topeka Zoo											
Zoo Security- Phase 2	-	234,884	141,179	-	-	-	-	-	-	-	
Ape Carnivore Quarantine	1,047,917	-	-	-	-	-	-	-	-	-	
Zoo Pond Improvements	-	198,516	-	-	-	-	-	-	-	-	
Subtotal	1,047,917	433,400	141,179	-	-	-	-	-	-	-	
TOTAL GO Bond Projects	8,495,017	6,716,400	8,931,779	3,945,000	8,964,500	4,087,000	7,853,000	8,987,720	8,357,720	7,699,600	
Total Annual Target	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000	
Difference Target to Subtotal	504,983	2,283,600	68,221	5,055,000	35,500	4,913,000	1,147,000	12,280	642,280	1,300,400	
Enterprise Funded Projects	Shaded projects will be operational cash										
Pub Wrks/Water Pollution Control Fund											
Oakland Secondary Digester Lid Rpl	-		5,976,900								Rev Bonds
PS07-Shunga PS Emerg. Backup Power	2,003,400	-		-							Rev Bonds
Oakland WWTP UV Expansion	156,000	1,800,200		-		-		-			Rev Bonds
Oakland WWTP - Emerg. Backup Power	439,000	-		-		-		-			Rev Bonds
N Topeka Pump Station	-	200,000		1,846,000		-		-			Rev Bonds
South Kansas Pump Station - Ph. II	-	-				-		696,000			Rev Bonds

Capital Improvement Program	Adopted	Adopted	City Manager	Adopted	City Manager	Adopted	City Manager	Adopted	City Manager	City Manager	Other
2013-2017 (11/20/12)	2012	2013	2013	2014	2014	2015	2015	2016	2016	2017	Source
Oakland WWTP Solids Handling	-	-		-		786,000		9,070,000			Operations
Oakland WWTP Solids Handling Revised	-	-		-	500,000						Operations
Grant/Jefferson Pump Station Rehab	-	-		-		1,321,000		5,555,000			Rev Bonds
NTWWTP Rehab & Nutrient Removal	-	510,000		2,975,000		2,910,000		-			Rev Bonds
Oakland WWTP Digester Gas Utilization	-	-		564,000		3,290,000		3,219,000			Rev Bonds
Eastside IS-CIPP-CSO#7 to Ash Street PS	384,700	1,280,700		-	3,500,000	-		-			Rev Bonds
Eastside IS-Relief-CSO#3 to Ash Street PS	975,200	3,123,750		3,852,250		-		-	7,500,000		Rev Bonds
Ash Street PS Capacity Improvements	75,000	-		267,000		2,936,100		-		4,000,000	Rev Bonds
Ash Street PS Electrical Upgrades			200,000								Operations
Adams St. IS Rehab and Separation Eval	578,000	-		-		-		-			Rev Bonds
Adams St. IS SW Removal-KS River to 10th St.	504,400	1,332,400		1,643,000		-		-			Rev Bonds
Adams St. IS Rehab P1-KS River to 13th St.	-	-		1,133,100		3,223,550		3,967,850			Rev Bonds
Quinton IS-CSO#5 to S. KS PS	-	250,700		713,000		877,600	2,000,000	-			Rev Bonds
Oakland CSO Reduction Phase 1			2,000,000								SRF
Sewer Line Replacement Program (I&I)			1,000,000		1,000,000		1,000,000				Rev Bonds
S. KS River Relief IS-Jefferson to Structure	-	-		-		-		327,200			Rev Bonds
S. KS River Relief IS-VanBuren to Jefferson	-	-		-		-		293,700			Rev Bonds
S. KS River Relief IS-CSO#6 to Van Buren	-	-		-		-		372,900			Rev Bonds
Adams St. IS Rehab P2-14th St. Extension	-	-		-		736,000		2,093,600			Rev Bonds
CSO Study Area (Downtown and West)	262,900	453,200		317,200		-		-			Operations
System Flow Monitoring Station Additions	-	-		-		-		492,000			Rev Bonds
Subtotal Water Pollution Control	5,378,600	8,950,950	9,176,900	13,310,550	5,000,000	16,080,250	3,000,000	26,087,250	7,500,000	4,000,000	
Public Works/Stormwater Fund											
Flood Protection Relief Well Rehab			1,239,300								Operations
Levee System Rehab	502,000	-		1,444,000		3,546,500		4,396,500			
SE 29th St Piping Replacement-Phase II	-	84,000		770,000	900,000	-		-			Operations
Topeka Blvd 16th to Hampton			2,500,000								Rev Bond
Wanamaker Wetlands	100,000	-		990,000		-		-			Operations
City Park Pump Station	-	129,600		1,188,000	1,500,000	-		-			Operations
Heartland Prk BMP	-	-		200,000		-		-			Operations
Levee Repairs - Valve Replacement	500,000	1,500,000		-		-		-	2,000,000		Operations
Downtown Storm Mains	-	252,000		2,324,000		-		-			Operations
Storm Conveyance System Rehab							2,000,000		2,000,000	2,000,000	Rev Bonds
Levee Certification			750,000								Rev Bonds
Subtotal Stormwater	1,102,000	1,965,600	4,489,300	6,916,000	2,400,000	3,546,500	2,000,000	4,396,500	4,000,000	2,000,000	
Public Works/Water Fund											
Waterline Ext- Fairlawn to 41st & Wana	2,040,000	-		-	2,500,000	-		-			Rev Bonds
Waterline Replacement	-	-	2,500,000	-	2,000,000	-	1,000,000	-	1,000,000	1,000,000	Rev Bonds
Layne Station SCADA			2,500,000								Rev Bonds
12th St from Monroe to California	500,800	3,282,900		-		-		-			Rev Bonds
Reo -Kansas Ave to Topeka Blvd	130,200	743,000		-		-		-			Rev Bonds
Water Treatment Plant Rehabilitation	-	-		-		-		870,200			Rev Bonds
California from 33rd to 41st Street	-	-		151,700		1,134,300		-			Rev Bonds
Fairlawn, Skyline Dr to 45th	165,100	774,500		-		-		-			Rev Bonds
45th St from Fairlawn to Gage	-	177,700		1,328,100		-		-			Rev Bonds
17th & Belle Pressure Improvement	-	-		-		402,600		-			Operations
Berryton Rd 50th to 53rd	-	-		-		269,800		-			Rev Bonds
37th St. - Kentucky to California	-	149,600		1,118,100		-		-			Rev Bonds
South Elevated Tank - 65th Street	321,200	4,018,500		-		-		-			Rev Bonds
W. Elevated Tank on Indian Hills Rd	-	550,300		5,970,800		-		-			Rev Bonds
California-12th to 6th to Market	-	252,400		1,887,200		-		-			Rev Bonds
41st & Cal E. to W. Edge and so. to 45th	-	-		195,800		1,463,700		-			Rev Bonds
Southeast Elevated Tank	-	-		-		-		251,200			Rev Bonds
Burlingame, 49th to 57th, E to Tpk Blvd	-	-		436,700		3,264,500		-			Rev Bonds
57th & Wenger to 65th & Westview	-	-		-		199,400		1,490,700			Rev Bonds
Meriden Booster Station	-	-		-		-		699,200			Rev Bonds
South Pressure Zone Improvements	427,600	2,909,700		-		-		-			Rev Bonds

Attachment number 1 in Page 2 of 4

Capital Improvement Program 2013-2017 (11/20/12)	Adopted 2012	Adopted 2013	City Manager 2013	Adopted 2014	City Manager 2014	Adopted 2015	City Manager 2015	Adopted 2016	City Manager 2016	City Manager 2017	Other Source
6th Street - Market to Norwood	-	-		298,400		2,231,000		-			Rev Bonds
Topeka Blvd- University to Ormsby	-	166,400		1,244,100		-		-			Rev Bonds
Disinfection Modification (Ozone)	14,000,000	-		-		-					Rev Bonds
Billing System	-	2,000,000		1,000,000		-		-			Lease/Pur
Weir Study (Operating funds & Donations)	50,000	-		-		-		-			Op/Don/Grant
Subtotal Water	17,634,900	15,025,000	5,000,000	13,630,900	4,500,000	8,965,300	1,000,000	3,311,300	1,000,000	1,000,000	
Total Enterprise Fund	24,115,500	25,941,550	18,666,200	33,857,450	11,900,000	28,592,050	6,000,000	33,795,050	12,500,000	7,000,000	
Other Funding Sources											
City Half-Cent Sales Tax Street Repair											
Maintain & Improve Existing Streets	12,390,000	12,590,000	12,690,000	12,790,000	12,890,000	12,990,000	13,090,000	13,190,000	13,290,000	13,490,000	
ADA Street Curb Repair	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	300,000	
Curbs, Gutters and Street Repair	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	
Alley Repair	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	
Sidewalk Repair 50-50	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	
Subtotal Half-Cent Sales Tax	13,500,000	13,700,000	13,800,000	13,900,000	14,000,000	14,100,000	14,200,000	14,300,000	14,400,000	14,600,000	
Federal Fund Exchange											
Bridge SW 49th W of Topeka Blvd	946,000	-		-		-		-			
Bridge on Cherokee St over Ward Cr.	-	-		-		110,000		740,000	110,000	740,000	
Bridge on 3rd St over Ward Cr.	-	-		-		-		125,000			
Wanamaker Rd - SW 29th to SW 37th	5,600,000	-		-		-		-			
SW 10th Ave - Gage Blvd to Fairlawn Rd	150,000	2,700,000	200,000	2,700,000	5,200,000	-		-			
SW 10th Ave. - Fairlawn Rd. to Wan. Rd.	-	-		-		-		500,000			
Subtotal Fed Fund Exchange	6,696,000	2,700,000	200,000	2,700,000	5,200,000	110,000	-	1,365,000	110,000	740,000	
Motor Fuel Tax											
Street Maintenance.- Fleet Rplcmnt	400,000	400,000		400,000		-	-	-	-	-	
Subtotal Motor Fuel Tax	400,000	400,000	-	400,000	-	-	-	-	-	-	
Insurance and Other Sources											
Railroad Bridge Lift (Stormwater)	1,200,000	-		-		-		-			
Subtotal Insurance	1,200,000	-	-	-	-	-	-	-	-	-	
Total Other Sources	21,796,000	16,800,000	14,000,000	17,000,000	19,200,000	14,210,000	14,200,000	15,665,000	14,510,000	15,340,000	
Operational Funding (Mill Levy)											
Equipment & Fleet Replacement											
Fire- Lease/Pur 7 Fire Trucks (10 yr)	350,467	350,467	350,467	350,467	350,467	350,467	350,467	350,467	350,467	350,467	
Police- Fleet Replacement	-	1,000,000	300,000	1,000,000	600,000	1,000,000	900,000	1,000,000	900,000	900,000	
City-wide Fleet Replacement (Lease/Pur)	326,350	429,300		429,300		-		-			
Street- Fleet Replacement (Lease/Pur)	-	753,000		731,000		-		-			
City 4 Television Equipment	-	70,000	60,000	70,000	70,000	70,000	70,000	70,000	70,000	70,000	
Police Department											
Radios- Police and Fire	-	3,232,300		-		-		-			
Police- Tasers	50,000	-		-		-		-			
Police-Video Recording System					70,000		90,000		90,000	90,000	
Police Electronic Ticketing					350,000						
Police Abatement Equipment					225,000						
Facilities Operations											

Capital Improvement Program		Adopted	Adopted	City Manager	Adopted	City Manager	Adopted	City Manager	Adopted	City Manager	City Manager	Other
2013-2017 (11/20/12)		2012	2013	2013	2014	2014	2015	2015	2016	2016	2017	Source
Zoo- Animal & Man Mechanical System		179,222	-		-		-		-			
Fire- Station Improvements		141,310	176,410		-		-		-			
Mill and Overlay Parking Lot 215 SE 7th (City Hall Parking)						89,221						
Roof repair - Street Offices and South Bldg						116,600						
Mill and Overlay Parking Lot LEC (320 KS)						291,109						
Mill and Overlay Parking Lot St Complex (201 Topeka)						252,429						
Paving Zoo Service Roads						136,733						
City Hall Repairs (2nd Floor)						243,800						
Other Items												
Wayfinding Signs -Transient Guest						150,000						
Bikeways				30,000		500,000		500,000		500,000	500,000	
Total- Operational Funds (Mill Levy)		1,047,349	6,011,477	740,467	2,580,767	3,445,359	1,420,467	1,910,467	1,420,467	1,910,467	1,910,467	
Total Capital Improvements		55,453,866	55,469,427	42,338,446	57,383,217	43,509,859	48,309,517	29,963,467	59,868,237	37,278,187	31,950,067	

Status of 2012 CIP Projects

November 21, 2012

GO Bond Projects

Neighborhood Infrastructure - \$1,400,000

Budget Approved 9/11/12

Status: RFP Process for Design Consultant

Fire Station #13 (6th & Fairlawn) - \$2,484,600

Budget Approved 6/19/12

Status: Consultant selected

Engine Co 6 Apparatus – \$487,500

Status: Reviewing bids

Traffic Safety Projects - \$185,000

Budget Approved 8/2/11

Status: New signal at 17th & Arvonía

Is in design stage

Signal Replacement - \$640,000

Budget Approved 4/10/12

Status: Have replaced 4 traffic signals

Complete Street - \$100,000

Status: In design

Six Pedestrian Crossing & Bikeway List

Scheduled to Council Winter 2012-2013

Infill Sidewalks - \$150,000

Status: List to Council in Winter

Capital District Project - \$2,000,000

Status: In review by Council

Zoo-Ape Carnivore Quarantine - \$1,047,917

Budget Approved 8/21/12

Status: Gathering Information RFP out in

January 2013

Utilities Projects

Wastewater Projects

PS07-Shunga PS Emergency Backup Power - \$2,003,400

Budget Approved 2/26/12

Status: Contracted awarded construction to start December 2012

Oakland WWTP UV Expansion - \$156,000

Status: Deferred to Future Year

Oakland WWTP Emerg Backup Power - \$439,000

Status: Deferred to Future Year

Wastewater Projects

Eastside IS-CIPP CSO#3 to Ash Street PS - \$384,700

Status: Preliminary Engineering moved to 2013

Eastside IS – Relief CSO #3 to Ash Street PS - \$975,200

Status: Preliminary Engineering moved to 2013

Ash Street PS Capacity Improvements - \$75,000

Status: Preliminary Engineering moved to 2013

Adam St IS Rehab and Separation Evaluation - \$578,000

Status: Preliminary Engineering moved to 2013

Adam St IS SW Removal – KS River to 10th St - \$504,400

Status: Deferred to Future Year

CSO Study Area (Downtown and West) - \$262,900

Status: Deferred to Future Year

Stormwater Projects

Levee System Rehab - \$502,000

Status: Put on hold waiting for Federal Funds

Wanamaker Wetlands - \$100,000

Status: Deferred to Future Year

Levee Repairs – Valve Replacement - \$500,000

Status: Deferred to 2016

Water Projects**Waterline Extension – Fairlawn to 41st & Wanamaker - \$2,040,000**

Status: Deferred to 2014

Waterline - 12th Street from Monroe to California - \$500,800

Status: Deferred to Future Years

Water Projects**Reo – Kansas Ave to Topeka Blvd - \$130,200**

Status: Deferred to Future Years

Waterline – Fairlawn, Skyline Dr to 45th Street - \$165,100

Status: Deferred to Future Years

South Elevated Tank – 65th Street - \$321,200

Status: Deferred to Future Years

South Pressure Zone Improvements - \$427,600

Budget Approved 6/26/12

Status: In Design

Disinfection Modification (Ozone) - \$14,000,000

Status: Project Eliminated

Weir Study - \$50,000

Budget Approved 8/21/12

Status: Consultant selected

Waterlines Replaced - \$1,500,000

Status: Completed

Sales Tax Street Projects**Maintain & Improve Existing Street - \$12,390,000**

Spent in 2012 \$6,124,584 and encumbered \$4,860,690

Total Committed \$10,985,274

ADA Street Curb & Sidewalk Repair- \$360,000

Spent in 2012 \$322,682 and encumbered \$46,318

Total Committed \$369,000

Curb & Gutters - \$500,000

Spent in 2012 \$122,107 and encumbered \$590,372

Total Committed \$712,479

Alley Repair - \$250,000

Spent in 2012 \$90,783 and encumbered \$336,615

Total Committed \$427,398

Federal Fund Exchange Projects**Bridge SW 49th W of Topeka Blvd - \$946,000**

Status: Waiting for Federal Funds

Wanamaker Rd – SW 29th to SW 37th - \$5,600,000

Budget Approved 3/8/11

Status: Under Construction

SW 10th Ave – Gage Blvd to Fairlawn - \$150,000

Budget Approved 3/29/11

Status: In Design

Insurance and Other Sources**Railroad Bridge Lift - \$1,200,000**

Status: Potential Future Claim

Operational Funded Projects**Fire Lease for 7 Fire Trucks**

Status: Trucks have been received and City is making annual payments for \$350,467

Citywide Fleet Replacement – \$326,350

Street is in the process of purchasing \$600,000 in trucks and equipment.

Police Tasers - \$50,000

Status:

Zoo-Animal & Man Mechanical System- \$179,222 (3 year note)

Budget Approved 6/5/12

Status: Under Construction

Fire Station Improvements - \$141,310

(3 Year Note)

Budget Approved – 6/5/12

Status: In Design and Build

SUMMARY OF CIP 2013

The Capital Improvement Program includes projects with an estimated value in excess of \$100,000 and a life of 10 years for infrastructure and 5 years for equipment. The funding source is not considered in deciding whether the item should be in the CIP or not. Projects and equipment purchases listed under Operating Funds are used as a planning aid to assist departments in the preparation of their annual operating budgets.

GO BOND PROJECTS

Department/Division: HND/Public Works—Engineering

Neighborhood Infrastructure

Description: This project is intended to improve areas of the City primarily designated as “intensive care” or “at risk”. The improvements will include replacing alley pavement, replacing curb & gutter, replacing or installing new sidewalks, and milling and overlaying or replacing street pavement.

Budget: 2013 – 2017 \$1,400,000 (each year)

City-wide Infrastructure

Description: This project will provide money for unanticipated infrastructure improvements such as alley pavement, replacing curb and gutter, replacing or installing new sidewalks, milling and overlaying or replacing street pavement, lighting, bikeways and similar infrastructure improvements. Projects will be separate from anticipated, budgeted projects but require immediate remediation. This will also provide a funding source for matching funds for grants for infrastructure projects.

Budget: 2013 – 2017 \$200,000 (each year)

FIRE DEPARTMENT

Fire Station #13 (6th & Fairlawn)

Description: This is the final allocation for the new fire station at 6th and Fairlawn.

Budget: 2013 \$1,183,000

Purchase One Aerial Ladder Truck (Aerial 8)

Description: The department goal is to upgrade front line aerial companies to ensure no aerial company is older than twelve years of age. The department would like to maintain a strict apparatus replacement policy with all aerial company apparatus being replaced every twelve years or sooner as recommended by Fleet services. By following this fleet replacement plan the City benefits through lowered repair cost, fewer down days, advances in technology and patrons are offered a constant level of service.

Budget: 2017 \$1,378,000

Build Fire Station – South

Description: Funds will be used for the acquisition of land to build a fire station in the South part of the city. Design: These funds will be used for architectural and engineering fees associated with the design of a fire station in the South part of the city. Construction: Funds will be used for the construction of fire station in South part of the city. Future operating cost would include hiring 24 fire fighters and 3 battalion Chiefs at an estimated annual cost of \$1,937,278.

Budget: 2015 \$212,000
 2016 \$2,132,720

Purchase One Truck Company Apparatus – Truck 11

Description: This truck will replace truck 11. The department's goal is to upgrade front line truck companies to ensure no truck company is older than twelve years of age. By keeping a strict apparatus replacement policy, with all truck company apparatus being replaced every twelve years or sooner, the City will benefit through lower repair cost, fewer down days, advances in technology and patrons are offered a constant level of service.

Budget: 2014 \$609,500

Purchase Two Engine Apparatus (2 & 9)

Description: These engines will replace engines 2 and 9. The department's goal is to upgrade front line engine companies to ensure no engine company is older than twelve years of age. By following this fleet replacement plan, the City benefits through lowered repair cost, fewer down days, advances in technology and patrons are offered a constant level of service.

Budget: 2013 \$1,007,000

Public Education Life Safety Trailer

Description: The “Fire Safety House” currently in service at the Topeka Fire Department is utilized to provide realistic drills that simulate escaping from a smoke-filled house. Our existing trailer is 22 years old and needs to be replaced immediately. We’ve aggressively pursued grant opportunities to replace the trailer recently, but funding was not available. The current unit is significantly dated and has no modern technology. Its overall weight is extreme and the configuration makes it tall and top heavy, causing towing concerns and limitations. A new unit will assist in the education one can receive on fire safety.

Budget: 2013 \$116,600

Burn Building

Description: The project is to add to the existing concrete training tower an additional metal two-story live fire burn building that is approximately 22’ wide x 50’ long x 24’ high. The building will have two interior burn rooms along with other features incorporated into the structure to provide safe, efficient, and realistic training. Coupled with the current concrete tower, this fire-training structure will provide the department a facility capable of accomplishing essential firefighting skills. This will ensure that our fire fighters receive the proper training in methods of interior live fire attack, the related support activities, ancillary tactical incident systems, and command and control functions for officers.

Budget: 2014 \$530,000

One Truck Apparatus (Truck 10)

Description: This truck company will replace truck 10. The department’s goal is to upgrade front line truck companies to ensure no engine company is older than twelve years of age.

Budget: 2017 \$646,600

Two Engine Apparatus (Eng 3 & 11)

Description: These engines will replace engines 3 and 11. The department’s goal is to upgrade front line engine companies to ensure no engine company is older than twelve years of age.

Budget: 2015 \$1,166,000

FIRE SUBTOTAL

2013	\$2,306,600
2014	\$1,139,500
2015	\$1,378,000
2016	\$2,132,720
2017	\$2,024,600

TRAFFIC**Traffic Safety Projects**

Description: Various projects to improve safety within the City's transportation network. Examples are installation of a traffic signal, installation of a roundabout, removal of a free-flowing right turn lane, construction of additional turn lanes or medians, etc. These projects improve safety, reduce maintenance costs and bring sub-standard traffic signal systems into compliance with modern technology and with the Manual on Uniform Traffic Control Devices. If not completed, there could be legal ramifications and increased maintenance costs.

Budget: 2013 thru 2017 \$185,000

Signals Replacement

Description: These projects replace sub-standard traffic signal systems and/or install traffic signal systems at locations that are not signalized, but now meet the minimum criteria in the Manual on Uniform Traffic Control Devices (MUTCD) for installation of a traffic signal system.

Budget: 2013 thru 2017 \$640,000

Total Traffic Budget: 2013 thru 2017 - \$825,000

STREETS

Department: Public Works / Engineering

Complete Streets

Description: The project provides for the addition of complete street elements to existing streets to better serve all users of the transportation system. Common complete streets elements include sidewalks, bike lanes, crosswalks/pedestrian flashers, accessible curb ramps, pedestrian refuge medians, bus stop access, access to adjacent trails, and sidewalk bump-outs at intersections.

Budget: 2013 thru 2017 \$100,000

Infill Sidewalks

Description: This project will construct missing sidewalk sections to provide a continuous pedestrian pathway at various locations city-wide. The first priority for projects will be on arterial streets. This project will be used for funding the construction of infill sidewalks where a need has been identified.

Budget: 2013 thru 2017 \$150,000

Capitol District Project

Description: The project will improve South Kansas Avenue in the Downtown area. The existing pavement and center medians will be removed and replaced. Streetscape improvements will also be included in the project. Improving South Kansas Avenue is expected to encourage new economic development downtown and promote growth in the area. 2011 had a budget of \$1 million dollars and 2012 had a budget of \$2 million dollars.

Budget: 2013 \$2,000,000
2014 \$1,000,000

SE California Avenue – SE 33rd St to SE 37th St

Description: This project will construct new three lane pavement on SE California Avenue between SE 33rd Street and SE 37th Street and improve the intersection of SE California Avenue and SE 37th Street. The new roadway will include curb & gutter, sidewalks, street lighting and a drainage system.

Budget: 2014 \$200,000
2015 \$200,000
2016 \$3,350,000

SE California Avenue – SE 29th Street to SE 33rd Street

Description: This project will widen SE California Avenue to five lanes between SE 29th Street and SE 30th Street and three lanes between SE 30th Street and SE 33rd Street. The new roadway will include curb & gutter, sidewalks, street lighting, and a drainage system. This project will improve street capacity and safety to better serve the general public and the projected traffic volumes to be generated by future development in the southeast area of Topeka.

Budget: 2016 \$200,000
2017 \$3,000,000

NE Seward Avenue Streetscape

Description: This project will provide streetscape features on NE Seward Avenue in conjunction with a street repair project funded by the City-wide half-cent sales tax. The features are expected to include pedestrian lighting, landscaping, street furniture, etc. This will promote residential/commercial stability in the area.

<u>Budget:</u> 2013	\$50,000
2014	\$450,000

SE 21st Street – SE California to SE Carnahan

Description: This project will construct curb & gutter on SE 21st Street between SE California Avenue to approximately 700 feet east of SE Carnahan at the locations where the City-wide half-cent sales tax project did not include a curb & gutter section. The project will also include a drainage system comprised of piping and inlets.

<u>Budget:</u> 2013	\$600,000
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SW 17th Street – Washburn to Mac Vicar

Description: This project will remove and replace the existing three lane pavement on SW 17th Street between Washburn Avenue and MacVicar Avenue along with constructing new sidewalks the length of the project and medians at entrances to the Washburn University campus at College Avenue, Boswell Avenue, and Jewell Avenue. This will widen the pavement to three standard lanes and provide landscaped medians between College Avenue and Jewell Avenue.

<u>Budget:</u> 2013	\$759,000
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Additional Funding Source for project:

Sales Tax Street \$1,250,000 and Washburn University \$450,000

SW 37th Street- Burlingame Rd to Gage Blvd

Description: This project will widen SW 37th Street between SW Burlingame Road and SW Gage Boulevard. with new pavement, curb & gutter, sidewalks and a drainage system. The project is expected to be constructed over a two year period from 2014 to 2015. This project is listed in the City's Long Range Transportation Plan for recommended improvements.

<u>Budget:</u> 2013	\$400,000
2014	\$3,500,000
2015	\$3,600,000

TOPEKA ZOO

Zoo security – Phase 2

Description: This is the final phase of the plan. This will replace existing perimeter fence, add dog proofing (concrete mowing strip) and support bar at the base, add motion lighting and light beams at strategic locations. Total project will encompass 3,924 feet of zoo perimeter. Phase Two: This will encompass the remaining 1,700 feet to complete in 2013.

Budget: 2013 \$141,179

<u>TOTAL BOND PROJECTS</u>		<u>TOTAL ANNUAL TARGET</u>		<u>DIFFERENCE</u>	
2013	\$8,931,779	2013	\$9,000,000	2013	\$68,221
2014	\$8,964,500	2014	\$9,000,000	2014	\$35,500
2015	\$7,853,000	2015	\$9,000,000	2015	\$1,147,000
2016	\$8,357,720	2016	\$9,000,000	2016	\$642,280
2017	\$7,699,600	2017	\$9,000,000	2017	\$1,300,400

ENTERPRISE FUND PROJECTS

Public Works/Water Pollution Control Fund

Oakland Wastewater Treatment Plant Lid Replacement

Description: Design and replacement of all three Secondary Floating Digester Lids at the Oakland Wastewater Treatment Plant, including all electrical, instrumentation and control equipment, procurement of long lead items and review and investigation of gas production capacity.

Budget: 2013 \$5,976,900

Funding Source: Revenue Bond

Oakland WWTP Solids Handling/Bio-Gas Phase I

Description: This project will evaluate new operational processes for the waste activated sludge and dewatering of the secondary digestive sludge. A structural assessment may be required to identify any necessary structural repairs/upgrades needed to accommodate the new equipment including an Environmental evaluation for the possible beneficiary reuse of these materials.

Budget: 2014 \$500,000

Funding Source: Operating Cash

Eastside Interceptor Sewer-Cured In Place Pipe-Combined Sewer Overflow #7 to Ash Street PS

Description: This project is an effort to ensure reliability of one of the critical pipe links in the sanitary system by using inside relining for Cured in Place Pipe and manhole rehabilitation. This will include inspection, design, and repairs. The intent of this effort is to focus on steps that can be taken to physically address the need to reduce and/or eliminate Combined Sewer Overflow and Sanitary Sewer Overflow activities and to stay within the Rehabilitation and Combined Sewer Overflow initiative as approved by Kansas Department of Health and Environment.

Budget: 2014 \$3,500,000

Funding Source: Revenue Bond

Eastside Interceptor Sewer-Relief-Combined Sewer Overflow #3 to Ash Street Pump Station

Description: This project is for the design of a new parallel interceptor relief sewer between Combined Sewer Overflow #3 and the Ash Street Pump Station. This will include environmental assessment, survey, land acquisition, permitting, design and construction. The cost estimate shown here is an estimate. Better cost estimates will be available after completion of the Oakland Basin Combined Sewer Overflow Reduction Phase I project.

Budget: 2016 \$7,500,000

Funding Source: Revenue Bond

Ash Street Pump Station Capacity Improvements

Description: Ash Street pump station capacity review and improvements – Preliminary & final design and construction including: Capacity analyses, Pump around structure or main section, Project support costs and construction; and contingency cost estimates. Better project cost estimates will be available upon completion of the Oakland Combined Sewer Overflow Reduction Phase I project.

Budget: 2017 \$4,000,000

Funding Source: Revenue Bond

Ash Street Pump Station Electrical Upgrades

Description: Ash Street Pump Station Electrical Upgrades – Preliminary and final design and construction of new Variable Frequency Drives/Starter and associated electrical upgrades for the motor control center associated with pump operation. The efficient operation of this asset is critical for regulatory compliance.

Budget: 2013 \$200,000

Funding Source: Operating Cash

Quinton Interceptor Sewer-Combined Sewer Overflow #5 to South Kansas Pump Station

Description: Replaces and upgrades the Quinton Interceptor Sewer (Combined Sewer Overflow) #5 to South Kansas River Pump Station). This budget provides for the preliminary and final design, construction, and contingencies. The project will reduce the operation and maintenance costs of the Potwin Pump Station.

Budget: 2015 \$2,000,000

Funding Source: Revenue Bonds

Oakland Combined Sewer Overflow Reduction Phase 1

Description: This project included the first phase for the evaluation and preliminary design of the following areas: Combined Sewer Overflow #7 to Ash Street Pump Station Evaluation; East Side relief Interceptor from Combined Sewer Overflow #3 to Ash Street preliminary design; Ash Street Pump Station capacity evaluation; and the Adams Street Interceptor Combined Sewer Overflow #3 to 13th street preliminary design.

Budget: 2013 \$2,000,000

Funding Source: State Revolving Loan

Sewer Line Replacement Program – 2013

Description: This project will include sewer lining and or replacement of conduits and manholes, as well as, address Environmental Protection Agency required inflow and infiltration elimination. It will help assure the integrity of our sanitary infrastructure, as well as, ensure the required regulatory compliance.

Budget: 2013 thru 2015 \$1,000,000 (each year)

Funding Source: Revenue Bond

SUBTOTAL WASTEWATER

2013	\$9,176,900
2014	\$5,000,000
2015	\$3,000,000
2016	\$7,500,000
2017	\$4,000,000

PUBLIC WORKS/STORMWATER FUND**Flood Protection Relief Wells Rehabilitation**

Description: Rehabilitation of eleven existing Flood Protection Relief Wells at the Water Treatment Plant to protect critical infrastructure and in-ground structures in the event of a major flood on the Kansas River. All eleven wells were deemed inoperative when pumping assessment test were performed in the fall of 2011.

Budget: 2013 \$1,239,300

Funding Source: Operating Funds

SE 29th Street Piping Replacement – Phase II

Description: Phase II of a project to replace approximately 200 feet of large diameter pipe under the parking area at 131, 133, and 201 SE 29th Street. The project will include final design and construction of required remediation efforts to stabilize the drainage conveyance. The area in question includes a parking lot serving commercial businesses which has failed slightly in multiple locations directly over this structure.

Budget: 2014 \$900,000

Funding Source: Operating Funds

Topeka Blvd, 16th to Hampton

Description: In support of the half-cent sales tax project; add 6' x 4' reinforced concrete box as identified in Shunga Creek Watershed study capacity project. Replace corroded/failing Corrugated Metal Pipe (CMP) as necessary. Major roadway project pushes priority of subsurface repair to take advantage of cost savings, prevention of future disruption of surface infrastructure, traffic and flooding risk.

Budget: 2013 \$2,500,000

Funding Source: Revenue Bonds

City Park Storm water Pump Station

Description: The City Park Storm water Pump station is located at 200 NW Crane Street and was constructed by the City of Topeka in 1956 for the purpose of discharging storm water into the Kansas River. All of the original equipment, electrical controls, and pumps as well as appurtenant equipment are still in use. This project would allow for design and installation of a modern and more efficient motor control system to replace the existing system and will ensure the Station will perform as expected.

Budget: 2014 \$1,500,000

Funding Source: Operating Funds

Levee Repairs – Valve Replacement

Description: Replace Wastewater isolation valves along the levee. The valves are no longer operable due to age and the corrosive environment they operate in. Some of the valves are located within the levee berm system and will likely have to be moved behind the levee berm during replacement to meet current standards. The amount estimated in this project is intended to evaluate all the valves and determine a scope of work and probable cost of replacement for each valve and to replace at least one of the valves. This was identified as a deficiency during the levee inspection performed by the Corp of Engineers.

Budget: 2016 \$2,000,000

Funding Source: Operating Funds

Storm Conveyance System Rehab.

Description: Storm sewer conveyance (pipes, channels, etc.) rehabilitation and repair. Anticipate some funds used in support of City-wide half-cent sales tax roadway projects. Remaining funds to be utilized as needs/projects are developed. The justification is: Replacement and Rehabilitation of stormwater conveyance system to ensure continued operation and to reduce maintenance needs.

Budget: 2015 thru 2017 \$2,000,000 (each year)

Funding Source: Revenue Bonds

Levee Certification

Description: This project is to provide certification of the levees to ensure compliance with Federal Emergency Management Agency 65.10 requirements. This effort will be the investigation and evaluation necessary to determine compliance. This is required by Federal Emergency Management Agency to prevent remapping of the Flood Zones thus preventing a significant number of City Residents being forced to buy flood insurance.

Budget: 2013 \$750,000

Funding Source: Revenue Bonds

SUBTOTAL STORMWATER

2013	\$4,489,300
2014	\$2,400,000
2015	\$2,000,000
2016	\$4,000,000
2017	\$2,000,000

PUBLIC WORKS/WATER FUND

Waterline Extension Fairlawn to 41st & Wanamaker

Description: Installation of 5,300 foot of 18" and 2,800 foot of 24" main provides the immediate and long-term backbone loop for reliability and volume of water service to future growth area(s) in the southern portion of the City, including Kanza Fire Commerce Park, and short and long term redundant supply along Wanamaker Road and other westerly areas of the City from a major pumping station as supply. This project provides critical backbone water main to support potable water and fire-fighting capability for the West Pressure Zone which generally serves areas west of I-470 and along the Wanamaker Road corridor. It also provides critical redundant water transmission from a major pump station.

Budget: 2014 \$2,500,000

Funding Source: Revenue Bonds

Water Main Replacement

Description: Replace deteriorated water mains that have a history of water main breaks. Many replacements are linked to street projects especially where the sub base will be replaced on the street replacement project. Water main breaks cause damage to streets, sidewalks and driveways. The repairs are costly for maintenance and disruptive for our customers.

<u>Budget:</u> 2013	\$2,500,000
2014	\$2,000,000
2015	\$1,000,000
2016	\$1,000,000
2017	\$1,000,000

Funding Source: Revenue Bonds

Layne Station / SCADA

Description: Replace the valves at the Layne pumping station at the water treatment plant. Upgrade the Supervisory Control and Data Acquisition (SCADA) software system. The Layne pumping station is the primary pump station that supplies water from the water treatment plant. The valves are old, deteriorated and some are inoperable. The SCADA software is past its useful life and no longer supported and the software license is about to expire.

<u>Budget:</u> 2013	\$2,500,000
---------------------	-------------

Funding Source: Revenue Bonds

SUBTOTAL WATER

2013	\$5,000,000
2014	\$4,500,000
2015	\$1,000,000
2016	\$1,000,000
2017	\$1,000,000

TOTAL UTILITIES

2013	\$18,666,200
2014	\$11,900,000
2015	\$6,000,000
2016	\$12,500,000
2017	\$7,000,000

OTHER FUNDING SOURCES

CITY-WIDE HALF-CENT SALES TAX STREET REPAIR

Maintain and Improve Existing Streets

Description: This project will repair existing deteriorated streets city-wide. Repairs will include mill and asphalt overlay, asphalt pavement repair, concrete pavement and joint repair, curb & gutter replacement, pavement replacement and sidewalk replacement. Topeka voters approved a City-wide half-cent retailers' tax in April 2009 to be used exclusively for these projects.

Budget: 2013	\$12,690,000
2014	\$12,890,000
2015	\$13,090,000
2016	\$13,290,000
2017	\$13,490,000

ADA Street Curb Repair

Description: The project provides for the construction of accessible curb cuts and sidewalk ramps at selected intersections throughout the City of Topeka in accordance with the Americans with Disabilities Act Accessibility Guidelines for Building. The project is mandated by the Americans with Disabilities Act.

Budget: 2013 thru 2017 \$300,000 (each year)

Curbs, Gutters and Street Repair

Description: This project will replace deteriorated curb and gutter sections reported by citizens city-wide. It will also provide materials for the Transportation Operations Division to perform maintenance on streets throughout the city. Topeka voters approved a half-cent retailers' sales tax in April 2009 to be used exclusively for these projects.

Budget: 2013 thru 2017 \$500,000 (each year)

Alley Repair

Description: This project will perform repair work on existing alleys throughout the City. Topeka voters approved a City-wide half-cent retailers' sales tax in April 2009 to be used exclusively for these projects.

Budget: 2013 thru 2017 \$250,000 (each year)

50/50 Sidewalk Repair

Description: This project provides matching funds for property owners to repair sidewalks that are out of compliance with current codes. The matching funds help property owners afford the repair of sidewalks that do not meet current codes, thus improving the pedestrian access and aesthetics of the neighborhoods.

Budget: 2013 thru 2017 \$60,000 (each year)

SUBTOTAL CITY-WIDE HALF-CENT SALES TAX

2013	\$13,800,000
2014	\$14,000,000
2015	\$14,200,000
2016	\$14,400,000
2017	\$14,600,000

FEDERAL FUND EXCHANGE**Bridge on SW Cherokee Street over Ward Creek**

Description: This project will replace the aging bridge structure on SW Cherokee Street over Ward Creek. Design is expected to get underway in 2016 with construction to follow in 2017. The existing bridge has a low sufficiency rating and cannot carry legal loads. It currently has a load limit.

<u>Budget:</u> 2016	\$110,000
2017	\$740,000

SW 10th Avenue – Gage Boulevard to Fairlawn Road

Description: This project will widen SW 10th Avenue between Gage Boulevard and Fairlawn Road. The existing two lane pavement will be removed and replaced with four/five lane pavement, curb and gutter, sidewalks and drainage structures. The project is expected to be constructed over a two year period from 2014 through 2015. This will improve the street capacity and safety to better serve the traveling public.

<u>Budget:</u> 2013	\$200,000
2014	\$5,200,000

SUBTOTAL FEDERAL FUND EXCHANGE

2013	\$200,000
2014	\$5,200,000
2016	\$110,000
2017	\$740,000

TOTAL OTHER SOURCES

2013	\$14,000,000
2014	\$19,200,000
2015	\$14,200,000
2016	\$14,510,000
2017	\$15,340,000

OPERATIONAL FUNDING (MILL LEVY)**EQUIPMENT & FLEET REPLACEMENT****Fire Truck Lease**

Description: The City in 2010 entered into a ten year lease agreement for several fire trucks. The annual lease payment is \$350,467. The lease will end in 2020 and is being paid through the Fire Department's operational budget in 2013.

Police Department Fleet Replacement

Description: The Topeka Police Department is requesting to replace many front-line fleet cars to include Animal Control and Code Enforcement trucks. This request is made to obtain necessary equipment for each replaced vehicle. This also will allow us to replace patrol vehicles that operate 24/7 and, in turn, use those vehicles to replace other vehicles in the fleet, many in excess of 100,000 miles and over 10 years old. Doing this again in subsequent years would get the department close to the point of replacing the twenty-seven (27) territory/supervisory vehicles that operate 24/7 every year. The Code Enforcement fleet consists of vehicles handed down from other departments, many of which are high mileage and in poor condition.

<u>Budget:</u> 2013	\$300,000
2014	\$600,000
2015	\$900,000
2016	\$900,000
2017	\$900,000

City 4 TV Equipment Replacement

Description: This project is intended to replace and upgrade aging television production equipment. The multi-year budget includes replacing audio and visual equipment, including upgrades to the Council Chamber cameras, sound system and monitors. The desired outcome is to create a high-quality product, whether live or taped using upgraded technology that will be dependable for the next decade.

<u>Budget:</u> 2013	\$60,000 - IT Fund
2014 to 2017	\$70,000 per year

Police-Video Recording Systems

Description: This project addresses the need to replace aging and failing Digital Patroller In-car video systems with better Coban In-car video systems and move toward more body worn digital video systems. Complete systems include the hardware, software, maintenance plans and digital media storage. The more video systems in use will provide the greatest chance of capturing video evidence to assist with the prosecution of criminal cases, as well as, mitigate citizen complaints.

Budget: 2014	\$70,000
2015	\$90,000
2016	\$90,000
2017	\$90,000

Electronic Ticketing

Description: The electronic ticketing project will be a joint effort between the Municipal Court and the Police Department. Currently, the police department generates 20,000 to 30,000 citations each year. These citations require manual entry and countless hours making corrections due to human error. We seek to enhance efficiencies in the Police department, Municipal Court, and the City Attorney's office by implementing an electronic ticketing system. The system will comprise of approximately 100 devices to outfit patrol cars, Motor Units, Bicycle Units, Community Policing units, Gang Unit, Animal Control, and Code Enforcement with equipment to issue e-tickets. Software would be added to the existing mobile computer units already in cars. Handheld devices would be used for units not working out of cars. Printers would be included as part of each device. The automatic data transfer would eliminate the need for handwritten tickets and manual entry.

Budget: 2014	\$350,000
---------------------	-----------

Abatement Cleanups and Warrants

Description: This is an ongoing project per legal processes and procedures within the confines of City ordinance. Properties which are in violation and do not come into voluntary compliance are abated through warrants obtained through District Court; or in the alternative, if they are on vacant lots, they are simply abated. Dump trucks are needed to transport items which are in violation, on both large and small abatements, from the property site to the landfill. Used items could be obtained with an estimated cost of \$95,000 for the front end loader and \$40,000+ for a dump truck. Current dump trucks and skid steer are small and the fleet is aging.

Budget: 2014	\$225,000
---------------------	-----------

FACILITY OPERATIONS

Mill and Overlay Parking Lot 215 SE 7th (City Hall Parking lots)

Description: New: Mill and overlay with asphalt the parking lot at 215 SE 7th Street. This project includes the pavement between City Hall and the Courthouse, as well as, the west lot at City Hall. Total area is approximately 5,164 square yards. Some curb and gutter replacement will be required as well. Restriping the parking stalls will be included in the project. The existing pavement is 30+ years old and is failing badly which is jeopardizing the subgrade. If the subgrade fails, total reconstruction of the lots will be required. This would double or triple the cost.

Alternative Funding Source: Sales Tax Street Funds

Budget: 2014 \$89,221

Roof Repair – Street Department Offices and South Building

Description: Replace/Repair the metal roof over the offices of the Street Department and the west end of the building servicing Forestry. Turner Roofing advised the City two years ago that the metal roof on the south building was seriously deteriorated and if not corrected soon the roof would not be repairable, requiring total replacement.

Budget: 2014 \$116,600

Mill and Overlay Parking Lot at LEC, 320 S Kansas Ave.

Description: New Project: Mill, overlay and restripe parking lot at the Law Enforcement Center. Area of the project is approximately 19,115 square yards. Original pavement is in excess of 30 years old. There are cracks, potholes and the beginning of subgrade failure. Any more subgrade failure and it will result in total renovation and more than double the cost to repair.

Budget: 2014 \$291,109

Mill and Overlay Parking Lot 201 N Topeka (Street Compound)

Description: New: Mill and overlay parking lot at the Street Department compound. Area of the project is approximately 16,800 square yards. Project includes grading and storm drainage corrections prior to the paving.

Budget: 2014 \$252,429

Paving of Service Roads at the Topeka Zoo

Description: New: Repave the service roads at the Zoo. Service roads provide access to the exhibits for staff and access to the trash dumpsters for contractor pickups. Area of the project is approximately 9,100 square yards. Currently the service roads are extremely deteriorated and subject to numerous potholes

Budget: 2014 \$136,733

City Hall Repairs (2nd Floor)

Description: New: Demolish existing walls and ceilings on 2nd floor east of City Hall to expose and remove original 1940's sanitary sewer lines and vent piping. Replace plumbing and sewer lines as necessary. Rebuild walls/ceilings to improve appearance and enhance work performance by staff. Improve HVAC system operations and electrical/IT systems in conjunction with renovations.

Budget: 2014 \$243,800

Other Items

Way-finding Signs Purchase & Installation

Description: Purchase and installation of destination way-finding signs throughout the City of Topeka. This is the second phase of a strategic three-phase way-finding sign purchase and placement endeavor which began in 2004. This phase works in conjunction with the completed Phase 1 and the anticipated Phase 3. Alternative funding source: Transient Guest Tax

Budget: 2014 \$150,000

Bikeways

Description: This project will implement the City's Bikeway Master Plan to include bikeway elements such as side paths and trails, pavement markings and signing. By completing the bikeway routes shown in the Bikeway Master Plan, the City will provide a network for current and future bicyclists to encourage them to use this healthy, low-impact form of transportation as a greater part of their lives. Total estimated cost of implementing the bike plan is estimated to be \$4,500,000. This does not include the extension of Deer Creek Trail at an estimated cost of \$1.9 million. Trail extension would fall under Shawnee County Parks and Recreation.

Budget: 2013 \$30,000
 2014 thru 2017 \$500,000 (each year)

TOTAL OPERATIONAL FUNDS (MILL LEVY)

2013	\$740,467
2014	\$3,445,359
2015	\$1,910,467
2016	\$1,910,467
2017	\$1,840,467

TOTAL CAPITAL IMPROVEMENTS

2013	\$42,338,446
2014	\$43,509,859
2015	\$29,963,467
2016	\$37,278,187
2017	\$31,950,067

1 RESOLUTION NO. _____
2
3

4 A RESOLUTION introduced by City Manager Jim Colson, authorizing and adopting for
5 the City of Topeka, Kansas, the 2013-2017 Capital Improvement
6 Program and the 2013-2014 Capital Improvement Budget.
7

8 WHEREAS, the 2013-2017 Capital Improvement Program has been prepared by
9 staff; and

10 WHEREAS, a 2013-2014 Capital Improvement Budget has been prepared and
11 recommended to the City Manager; and

12 WHEREAS, the City Manager has considered and recommends approval of said
13 Program and Budget to the City Council.

14 NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Topeka,
15 Kansas, approves and adopts the 2013-2017 Capital Improvement Program, as contained
16 in Attachment A, for the purpose of preliminary planning, long-range financial implications
17 and analysis leading to the prioritization of projects to be included in the respective Capital
18 Budget for the succeeding years.

19 Prior to the initiation and commencement of preliminary plans, acquisition of land or
20 right-of-way, or other activities requiring the use of resources for any proposed project
21 herein, the City Manager and, if appropriate, City Council shall approve and authorize the
22 same.

23 The City Council shall not authorize any other capital improvement projects for the
24 2013-2017 period without rescinding this resolution and adopting a new resolution. All
25 proposed changes shall be accompanied by a fiscal analysis demonstrating the financial
26 implications and the ability of the City to fund such projects.
27

28 BE IT FURTHER RESOLVED, that Council of the City of Topeka, Kansas, approves
29 and adopts the 2013-2014 Capital Improvement Budget consisting of the improvement
30 projects and funding sources as contained in Attachment A, attached hereto.

31 Implementation of the projects contained in the 2013-2014 Capital Improvement
32 Budget shall be approved by applicable ordinance or resolution as required by law. This
33 resolution shall be rescinded and a new resolution adopted when the project budget
34 exceeds the amount identified in the Capital Improvement Budget.

35 This Resolution shall become effective upon passage and approval by the City
36 Council.

37 ADOPTED and APPROVED by the City Council_____.

38 CITY OF TOPEKA, KANSAS

39
40
41
42 _____
43 William W. Bunten, Mayor

44 ATTEST:

45
46
47 _____
48 Brenda Younger, City Clerk



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

October 12, 2012

Back Print

DATE:	December 18, 2012	
CONTACT PERSON:	Jacque Russell, Human Resources Director	DOCUMENT #:
SECOND PARTY/SUBJECT:	International Association of Fire Fighters	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 International Association of Fire Fighters (IAFF) Local Union No. 83.

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

(Approval of this agreement would provide guidelines for management and employees in the bargaining unit. Term of the agreement is 2013 through 2015.)

POLICY ISSUE:

Whether or not to approve the three-year labor agreement.

This agreement will more closely align with other bargaining units within the City by implementing post-accident drug screening; specifying personal accountability for maintaining minimum qualifications including drivers license and certification requirements; and provide incentives for perfect attendance to reduce call-back and overtime expenses to allow for more efficient operations. The agreement also includes the Joint Memorandum of Agreement for healthcare cost-sharing.

There is an overall 1.5% wage increase for 2013; 3% wage increase for 2014; and 2% wage increase for 2015. The agreement may be reopened in 2015 to discuss 24-hour shifts for Training Officers and Residency.

STAFF RECOMMENDATION:

Item #25

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

BACKGROUND:

A tentative agreement has been reached and ratified by union members on December 4, 2012. Highlights of the changes to the agreement are listed below and a complete list of changes are included as an attachment to the agenda.

Highlights include:

- (1) A new section providing for minimum qualifications and clarifying what happens in the event someone loses driving privileges.
- (2) Perfect Attendance days (up to 3) can be earned on a rolling 120 day period from last utilization of sick leave and employee has the option of taking the pay. In 2015, an additional Perfect Attendance day may be earned on rolling 90 day periods.
- (3) Wage matrix will increase 1% on January 1, 2013; 1% on July 1, 2013; 3% on January 1, 2014; and 2% January 1, 2015.
- (4) Changes to the healthcare benefits section as agreed to in City of Topeka Contract No. 42395, Joint Memorandum of Agreement.
- (5) Increased out of class pay from \$1 to \$2 per hour beginning in 2014.
- (6) Implementation of the Wellness-Fitness Initiative.
- (7) Commits \$100,000 in wellness and training funds over the term of the contract.
- (8) Drug Screening Policy was amended in order to be more in alignment with other employee groups which includes the addition of Post Incident Testing.

BUDGETARY IMPACT:

Total cost increase for the 2013 wage package including benefits is \$252,494.45. If the projection of the payout of the perfect attendance day was added, then an additional \$98,000 would be needed for a total of \$343,767.

The amount budgeted for 2013 for wage increases was \$172,602. There is a \$171,165 difference between what is being requested and what was budgeted.

Anticipated savings in call-back would offset the increase in Perfect Attendance day payouts. There is only \$96,000 budgeted in 2013 over what the average 2011 and 2012 call-back payout is to date. Deducting \$96,000 from the \$171,165 leaves the budget underfunded by \$75,165.

SOURCE OF FUNDING:

The cost will be funded with general fund revenue and paid through the Fire Department operating budget in 2013, 2014 and 2015.

ATTACHMENTS:

[Labor Agreement](#)

[Summary of Changes](#)

[Financial Memo](#)

[Cost Estimate](#)

CITY OF TOPEKA

Contract No. _____

Agreement between

City of Topeka

and

**International Association of Firefighters
Local 83**

January 2013 – December 2015



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AGREEMENT BETWEEN CITY OF TOPEKA
AND
THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 83

This AGREEMENT is entered into by and between the City of Topeka, Kansas, hereinafter referred to as the Employer, City, or Management, and Local 83 of the International Association of Firefighters, hereinafter referred to as the Union.

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

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours, and other conditions of employment.

ARTICLE 1

RECOGNITION

The City of Topeka, Kansas recognizes IAFF Local 83 as defined by the Kansas Public Employee Relations Board as the authorized representative of full-time, permanent, bona fide Civil Service City Firefighters and EMS personnel specifically in the following classifications and designated as 24-hour or 8-hour bargaining unit members:

Captain (24-hour)	Firefighter Second Class (24-hour)
Lieutenant (24-hour)	Training Officer I, II, and III (24-hour)
Apparatus Operator (24-hour)	Inspector I, II and III (8-hour)
Advanced Firefighters (24-hour)	Investigator I, II and III (24-hour)
Firefighter First Class (24-hour)	Public Education Officer I, II and III (8-hour)
Firefighter Third Class (24-hour)	Communications Officer I, II and III (8-hour)

The City agrees to meet and confer with the duly authorized representatives of the bargaining unit concerning matters affecting working conditions and/or grievances of members; and to inform the Union of the new classifications and duties relating thereto, in the bona fide fire service which would be under the Civil Service system, at least thirty (30) calendar days in advance of implementing the new classification. The City further agrees to meet and confer with the Union regarding terms and conditions of employment of any new classification within the bargaining unit.

The parties agree to reopen this article for the issue of Training Officers as 24-hour personnel for calendar year 2015 by either the Union or the City providing notice to the other on or before August 1, 2014.

ARTICLE 2

CHECKOFF

The Employer agrees to deduct the IAFF Local Union membership initiation fees, assessments, dues and/or representation fees once each month from the pay of those employees who personally request in writing such deductions be made. The written authorization for the above deduction shall be delivered and received by the City no later than thirty (30) days prior to the day that said deduction is to be made. The amounts to be deducted shall be certified to the Employer by the official treasurer of the Union. The aggregate deductions of all employees shall be remitted together with an itemized statement, at least once each month no later than ten (10) calendar days from the day said deductions are made, to the official treasurer of the Union. An itemized statement shall consist of a listing of every employee for which current Union deductions are withheld.

The City shall retain a fee of six cents (\$.06) per deduction from the aggregate of the deductions of all employees and/or employees' monies turned over to the treasurer of the Union.

It is further agreed between the parties that the City shall be entitled to retain sixty cents (\$.60) per change in deductions for any single employee's deduction. It is further agreed between the parties that the words "per change in deductions" shall mean only changes in the amount deducted for membership initiation fees, assessments, dues and/or representation fees, or additions to or deletions from payroll deduction for Union purposes.

The above shall not limit the right of any employee who after ninety (90) days

from the date of his/her initial authorization to the Fire Chief, or his/her designee, directing a written request to the Fire Chief, or his/her designee, and Union President stating he/she no longer desires deductions for Union membership initiation fees, assessments, monthly dues and/or representation fees, from having his/her name struck from the list of employees authorizing deductions from their pay.

The Union agrees the Fire Chief, or his/her designee, may post, at any time, a notice on any and all Department bulletin boards, or by any other method the Department may choose, the procedures each employee may follow for instating/canceling his/her deduction for Union dues from his/her pay.

In the event no wages are left in any pay period to meet the Union deduction, the City is not responsible for the deduction of dues. If an employee is on leave without pay for any reason, the City is not responsible for Union dues deductions.

The Union will protect and save harmless the City from any and all claims, demands, suits, and other forms of liability by reason of action taken by the City for the purpose of complying with the above provisions.

In the event that any legal action is incurred by the Union because of this provision, the Union shall be allowed to employ their own attorney.

ARTICLE 3

UNION BUSINESS

Section 1. Activities. Authorized, official Union business agents who are not current City employees, not to exceed two (2) at any one time at any one facility, shall have access to the City facilities during working hours to investigate matters directly relating to the administration of this Agreement. However, such individuals shall notify the Fire Chief, or in his/her absence a Deputy Chief, before entering City facilities. It is understood that there will be no interruption or interference with the City's operations and that the visiting agent(s) shall adhere to all City safety and security procedures.

The Union Executive Committee may conduct Union business during on-duty hours and/or on City property provided that the business does not interfere, impede or disrupt assigned duties of the Fire Department per determination of the Fire Chief, or his/her designee. Further, Union business conducted as stated above, shall not cause additional costs or otherwise distract from any employee's work.

Requests to conduct Union business on City property must be made and must receive prior approval of the Fire Chief, or his/her designee, at least twenty-four (24) hours in advance of any intended meeting, unless specifically authorized by the Fire Chief, or his/her designee.

Furthermore, Union meeting space shall be provided for regularly scheduled Union meetings on the first Monday and Tuesday of each month in the basement of the administration building providing that:

The meeting space is cleaned up by the Union immediately after its use; the Union shall be responsible for the security of the building; and any damages which may

occur as a result of Union use of City facilities shall be reimbursed to the City by the Union following a joint investigation of the matter by the Fire Chief, or his/her designee, and Union President.

Section 2. Aid to Other Unions. The City shall not aid, promote, finance or otherwise support any recognized labor group or organization which purports to engage in or make any agreement with any such labor group for the purpose of decertifying or replacing Local 83.

Section 3. Bulletin Boards. The City shall furnish space for the Union on available bulletin boards, not to exceed one-half (1/2) of the total area of the board. Bulletin boards shall be used by the Union for the following notices:

Recreational and social affairs of the Union

Union meetings

Union elections

Reports of policies of the International Union

Reports of the Union

Newsletters

Notices and announcements shall not contain any discriminatory, sexual, or libelous statements, materials or endorsements of political candidates.

Notices may be posted during normal working hours, providing a copy is made available to the Fire Chief, or his/her designee.

All posted materials shall be signed by the President of the Union or his/her designated representative. Any violation of this article shall entitle the City to remove that notice and/or announcement from the bulletin boards.

Section 4. Copy Machine Use. The City shall allow the Union's Executive Board to use the copy machine located in the administration office, provided that:

- A. The work area is left clean and orderly;
- B. The Union reimburses the City three cents (\$.03) (including paper) for every copy run;
- C. The running of copies does not impede or interfere with normal work activities of Fire Department personnel; and
- D. Use shall be limited to running copies of official Union business notices and related material and shall not be utilized for bulk copying which can cause excessive wear and tear of the copier.

The City shall keep accurate records of the number of copies run per month, and the Union shall reimburse the City for the copies at least quarterly or as may be required by the Fire Chief, or his/her designee.

Further, the Union shall advise the City of supplies needed to operate the copier and of any breakdowns or malfunctions of the copier while in use by the Union.

Section 5. Leave for Union Officials for Union Business. Members of the Union's Executive Board, or the Union's designees, shall be allowed paid leave, which shall not be deducted from the employee's accrued leaves, to attend the following Union functions:

KANSAS STATE FIREFIGHTERS ASSOCIATION
 6 (six) Local 83 Bargaining Unit Members
 KANSAS STATE COUNCIL OF FIREFIGHTERS
 4 (four) Local 83 Bargaining Unit Members
 IAFF BI-ANNUAL CONVENTION
 4 (four) Local 83 Bargaining Unit Members
 IAFF 2nd District Caucus
 4 (four) Local 83 Bargaining Unit Members

There shall be a minimum of two (2) seminars per year, provided that staffing levels are not unreasonably and unduly affected as provided in this agreement. Additional seminars may be approved by the Fire Chief, or his/her designee. Paid leave will be granted to attend these seminars and will not be deducted from the individuals leave accruals.

Further, the Fire Chief, or his/her designee, shall allow Executive Board members time off for regular and special meetings called by the Union President pursuant to Union bylaws.

Requests for time off under this provision must be submitted in writing to the Fire Chief, or his/her designee, at least two (2) calendar weeks in advance of the requested time off unless approved by the Fire Chief, or his/her designee, and must include literature indicating the times and dates of the Union function and/or seminar. Commencing January 1, 2011 a Union representative of the Safety and Spec committees will be granted time off with pay and shall have all their expenses paid by the City to attend the bi-annual Redmond symposium. All appropriate documentation will be filed as described in Article 16, Section 4, Paragraph B.

Section 6. Mail. Union related mail shall be distributed through the regular Fire Department interoffice mail by Fire Department personnel, provided the deliveries do not necessitate special or extra trips.

Section 7. Negotiating Meetings. A maximum of six (6) on-duty members of the Local 83 negotiating team shall be granted time off with pay to attend meetings which are mutually set by the Employer and the Union, provided an employee's attendance does not unreasonably and unduly affect staffing levels specified in this

Agreement. Such employer/employee meetings shall not be charged against any attending employee's leave time. Additional time off with pay shall be granted by the Fire Chief, or his/her designee, to members of the Local 83 negotiating team for discussing the results of meetings or to prepare meetings at his/her discretion following a request by the Union's chief negotiator.

Section 8. Office Space. The Employer agrees to provide office space at No.3 Fire Station, 318 Jefferson, for Local 83. The Employer further agrees to allow the installation of a telephone in the above mentioned Union office and the fire station to which the Union President is assigned. Cost of the telephone shall be paid by Local 83. The Employer agrees to allow use of City utilities for the office space, provided that the Union practice conservatism in the use of any utilities and continued cleanliness of the area as may be required by the Fire Chief, or his/her designee.

Any repairs or maintenance of the office space desired by the Union shall be the sole responsibility of the Union.

Section 9. Witnesses for Disciplinary Proceedings. Employees shall, on request of the employee, have the right to have a Union witness present during any interrogation by management for which the employee might reasonably believe that disciplinary action will result from facts stated during the interrogation.

Employees shall have the right to have a Union witness present if a bargaining unit member is to receive a formal adverse action which is intended to be a part of the employee's official personnel record. Employees shall be advised of their right to a Union witness by the supervisor taking the action.

This Section shall not apply to minor infractions such as uniform violations or

personal appearance problems where immediate correction is warranted, provided no reference of these actions are made a part of the employee's personnel record.

An action shall be administered as promptly as possible and union witnessing shall be limited to the most readily available individual who may be the member's assigned steward, a member of the Executive Board, or another bargaining unit member at the discretion of the individual receiving the action.

Individual employees shall not be compelled to have a Union witness present, and a Union witness shall not actively participate in the administration of an adverse action.

Section 10. President's Time Off. The Union President and the Executive Board shall be allowed paid leave, which will not be deducted from leave accruals, to participate in additional Union functions and/or community services, as determined by the Union President, not listed in the above sections of this article, not to exceed 240 (two hundred and forty) hours annually. Such time off shall be approved by the Fire Chief, or his/her designee, provided that staffing levels are not unreasonably or unduly affected as provided in this agreement.

Additional hours beyond the 240 may be granted to the Union President with the approval of the Fire Chief or his/her designee. The remainder of the Executive Board members will be allowed 120 (one hundred twenty) hours to perform similar functions or fill-in for the President as determined by the President and approved by the Fire Chief.

The hours provided in this section shall count as hours worked for the purpose of computation of maximum hours per work cycle as provided for in Article 4 of the Agreement.

ARTICLE 4

HOURS OF WORK

Section 1. Hours Defined. For the duration of this agreement, subject to change in future agreements, bargaining unit members assigned to twenty-four (24) hour shifts, as identified in Article 1, shall work maximum hours during work cycles as defined in Section 2 of this article.

Members shall receive their regular hourly rate of pay plus compensation of one-half (1/2) additional hourly rate of pay for each hour worked in excess of the hours per cycle in Section 2 of this article.

All twenty-four (24) hour bargaining unit members shall work a twenty-four (24) hour shift commencing at 0700 and ending at 0700 the following day. There shall be three (3) shifts to accomplish this schedule and they shall make rotation as follows: ABC BCA CAB.

All eight (8) hour bargaining unit members, as identified in Article 1, shall work a forty (40) hour week exclusive of lunch breaks, whose hours will be from 8:00 a.m. to 4:30 p.m. with a thirty (30) minute lunch break except as may be arranged with the appropriate member of management.

Personnel approved for Light Duty assignment may be scheduled 8:00 a.m. to 5:00 p.m. at management's discretion.

By mutual agreement between Specialty personnel and management, different work times and flexible work schedules (flex time) may be arranged.

Section 2. Work Cycles.

KELLY DAY	PERIOD		CYCLE DURATION	MAXIMUM HOURS	KELLY DAY HOURS
#41	12/26/2012	1/21/2013			
	1/22/2013	2/17/2013	27 DAYS	204 HOURS	24 HOURS
#42	2/18/2013	3/16/2013			
	3/17/2013	4/12/2013	27 DAYS	204 HOURS	24 HOURS
#43	4/13/2013	5/9/2013			
	5/10/2013	6/5/2013	27 DAYS	204 HOURS	24 HOURS
#44	6/6/2013	7/2/2013			
	7/3/2013	7/29/2013	27 DAYS	204 HOURS	24 HOURS
#45	7/30/2013	8/25/2013			
	8/26/2013	9/21/2013	27 DAYS	204 HOURS	24 HOURS
#46	9/22/2013	10/18/2013			
	10/19/2013	11/14/2013	27 DAYS	204 HOURS	24 HOURS
#47	11/15/2013	12/11/2013			
	12/12/2013	1/7/2014	27 DAYS	204 HOURS	24 HOURS
#48	1/8/2014	2/3/2014			
	2/4/2014	3/2/2014	27 DAYS	204 HOURS	24 HOURS
#49	3/3/2014	3/29/2014			
	3/30/2014	4/25/2014	27 DAYS	204 HOURS	24 HOURS
#50	4/26/2014	5/22/2014			
	5/23/2014	6/18/2014	27 DAYS	204 HOURS	24 HOURS
#51	6/19/2014	7/15/2014			
	7/16/2014	8/11/2014	27 DAYS	204 HOURS	24 HOURS
#52	8/12/2014	9/7/2014			
	9/8/2014	10/4/2014	27 DAYS	204 HOURS	24 HOURS
#53	10/5/2014	10/31/2014			
	11/1/2014	11/27/2014	27 DAYS	204 HOURS	24 HOURS

#54	11/28/2014	12/24/2014			24
	12/25/2014	1/20/2015	27 DAYS	204 HOURS	HOURS
#55	1/21/2015	2/16/2015			24
	2/17/2015	3/15/2015	27 DAYS	204 HOURS	HOURS
#56	3/16/2015	4/11/2015			24
	4/12/2015	5/8/2015	27 DAYS	204 HOURS	HOURS
#57	5/9/2015	6/4/2015			24
	6/5/2015	7/1/2015	27 DAYS	204 HOURS	HOURS
#58	7/2/2015	7/28/2015			24
	7/29/2015	8/24/2015	27 DAYS	204 HOURS	HOURS
#59	8/25/2015	9/20/2015			24
	9/21/2015	10/17/2015	27 DAYS	204 HOURS	HOURS
#60	10/18/2015	11/13/2015			24
	11/14/2015	12/10/2015	27 DAYS	204 HOURS	HOURS

Kelly days will be available at a rate as provided above and shall be taken in full within the period which they are available.

If any member has not taken his/her Kelly Day within the work cycle(s) they are available, that Kelly Day shall be lost.

Kelly Days shall be chosen in accordance with Article 6, Section 6 of this agreement.

Section 3. Computation of Maximum Hours Per Work Cycle. Time paid for but not worked is not considered compensable time for purposes of determining overtime eligibility. Thus, any leave time taken during a work cycle (as defined in Section 2 above) will reduce or eliminate the scheduled overtime that would otherwise be earned during that period. Examples of such leave shall include, but not be limited to, vacation, sick leave, holiday-vacation, Kelly Day, emergency leave, special leave (for non-duty related reasons to be considered by management on an individual case basis, excluding special leave for union business as defined in Article 3 of this Agreement), military leave, or compensatory time.

ARTICLE 5

STATION AND WORK ASSIGNMENTS

Section 1. General Transfers. Transfers between work stations and between work assignments; i.e., Suppression to Specialty and vice versa, shall not be performed in an arbitrary or capricious manner. Written requests for reasons for transfers shall be explained in writing by Management to each transferred party, prior to consummation of the transfer. Final decisions regarding transfers will rest with Management.

Transfers arranged between bargaining unit members must be requested in writing by both affected parties, in advance. Final approval on these transfers regarding time and acceptability will rest with Management.

Transfer opportunities from Suppression to Specialty shall be posted at least ten (10) calendar days in advance of selection for transfer.

Announcement of actual transfers within Suppression shall be, whenever possible, a minimum of fourteen (14) calendar days prior to the effective date and posted in all stations and divisions.

Section 2. Specialty to Suppression Transfers.

- A. **Voluntary.** Any member of a specialty unit voluntarily transferring to suppression will return to the last suppression rank held, provided that if the rank the employee's group is in at the time of return to suppression did not exist at the time of or during the employee's assignment in specialty, the employee will return to the rank his/her group now holds but only for salary purposes until the employee completes a qualifying period in suppression (before being given full authority and responsibility in the

rank) as specified for promotional eligibility as follows: the employee must serve the months or years in suppression equal to the time spent in specialty, or a maximum of two (2) years in suppression equal to the time in specialty before full seniority and rank are restored.

- B. Involuntary. Bargaining unit members who are involuntarily transferred from specialty to suppression, and such involuntary transfer is not the result of disciplinary action or inability to perform the job to which the member is assigned, shall return to the last suppression rank held, provided that if the rank the employee's group holds at the time of return to suppression did not exist at the time of or during the employee's assignments in specialty, the employee will return to the rank his/her group now holds but only for the purpose of title. His/her specialty rate of pay shall be frozen for a period not to exceed five (5) calendar years or until his/her salary falls in line with the established rate for the classification in suppression to which they are assigned}. If the employee's specialty position or job description significantly changes, as determined by Human Resources, (hours of work, job duties and responsibilities) and the employee elects to return to Suppression, the employee will continue to be paid his/her Specialty rate for a period of two (2) years. Following this, the employee's base pay shall be consistent with the rank being held or until such time that the employee completes a qualifying period in suppression (before being given full authority and responsibility in the rank) as specified for promotional eligibility as follows:

the employee must serve the months or years in suppression equal to the time spent in specialty, or maximum of two (2) years, before full seniority and rank are restored.

- C. Probation. Bargaining unit members transferring to specialty from suppression shall serve a one (1) year probationary period in each specialty level prior to moving to the higher specialty level. The employee may be returned to their previously held suppression rank with a corresponding adjustment in base pay at any time during the probationary period.
- D. Specialty Assignments. Bargaining unit members shall not be considered for specialty positions until they achieve the non-probationary rank of advanced firefighter.
- E. Preference. Bargaining unit members applying for a specialty Training Officer position that have achieved the non-probationary rank of Lieutenant shall be given preference.

Section 3. Emergency Transfers. Emergency transfers shall be effected by Fire Department seniority as provided in Article 8, provided however that the Department reserves the right to determine which Specialty Division shall be utilized for such emergency transfers and the number of employees who shall be transferred from each Division.

Employees who have not completed their probationary periods in a Specialty Division may be selected for transfer without regard to seniority.

An employee transferred from Specialty to Suppression in emergency situations shall be assigned by the Fire Chief. Pay shall be continued at the Specialty salary rate.

Section 4. Major Transfers. The City agrees to make all major transfers by the beginning of the first K-Day period of the year whenever possible.

Section 5. Shift Exchange. Employees shall, with the prior approvals of the Company Officer, Battalion Chief, and Shift Commander, or above, have the right to exchange shifts when, in the opinion of management, the change does not interfere with the operation of the Fire Department. In the event of a bona fide emergency where an employee must immediately leave the workplace, the Company Officer may grant such permission to the employee to either use leave or exchange a shift, provided the Company Officer immediately notifies the Battalion Chief or Shift Commander by phone or radio of the change in personnel status. All time traded pursuant to a shift exchange must be paid back within a twelve (12) month period.

Leaves and/or actions shall apply to a substitute as if he/she were normally scheduled to work.

A twenty-four (24) hour Training Officer can exchange time with another twenty-

four (24) hour Training Officer in accordance with this section.

A twenty-four (24) hour Investigator can exchange time with another twenty-four (24) hour Investigator in accordance with this section.

Section 6. Minimum Qualifications.

A. Employees are expected to maintain the minimum qualifications of the position and be qualified to perform their job duties.

B. The City agrees to provide training or the opportunity for training in achieving and maintaining certifications required to maintain minimum position qualifications. The City will make available a minimum of 30 hours of on duty training for EMS recertification hours on an annual basis. City will provide paid time off as scheduling allows, and will reimburse class registration fees up to \$250 annually per employee for recertification of Kansas or Nationally Registered Paramedics. National certifications for Hazmat Tech and Structural Collapse, or any other certifications which qualify for additional pay, will not be subject to this section.

C. Specialty employees who fail to maintain certifications required to perform their job assignment may be returned to their previously held suppression rank at the currently applicable pay rate for such rank. Employees on long term sick, injury, or military leave will be provided adequate opportunity to obtain/restore certifications required for the position.

D. Employees who fail to maintain Kansas EMT-B certification will be terminated.

E. Employees who lose driving privileges for more than sixty days or are convicted of a DUI offense may be subject to progressive discipline, up to and including

immediate termination. "Convicted" for purposes of this section includes a "no contest" or "guilty" plea or a finding of guilty; conversely "convicted" shall not include a deferred prosecution or a successfully completed diversion.

F. An employee who fails, at any time during employment with the City, to satisfy insurability guidelines as set forth within the City Vehicle Policy shall not, under any circumstances, drive a city vehicle and may be subject to progressive discipline, up to and including immediate termination, unless such employee is reassigned pursuant to subsections (1) - (4) below. Inability to operate a city vehicle may also subject the employee to the following sanctions:

(1) If holding the position of Apparatus Operator, the employee may be reassigned to the position of Advanced Firefighter at the pay rate assigned to that position.

(2) If holding the position of Advanced Firefighter or a lower rank, the employee may be terminated or may be reassigned to any lower-ranking position at the pay rate assigned to that position.

(3) If holding any specialty position, the employee may be reassigned to their previously held position. If such previous position was an Apparatus Operator or Advanced Firefighter, the provisions of subsections (1) and (2) above shall apply.

(4) An employee shall not be eligible for promotion until the employee is permitted to operate a city vehicle as established by insurability guidelines within the City Vehicle policy and the provisions of this section shall supersede any conflicting provisions within Article 23; provided however, that once the

period of ineligibility expires, the employee shall be immediately returned to their prior rank for the purpose of compensation. The employee will be returned to their previous position at the earliest possible opportunity.

(5) An employee shall not be eligible for out-of-class assignment until the employee is able to operate a city vehicle as established by insurability guidelines within the City Vehicle policy.

(6) Employees who are in the process of satisfactorily completing a diversion for a DUI charge will not be subject to Section 2.B.2 of the City Vehicle Policy.

(7) For purposes of this Article, any bargaining unit member reassigned herein shall be allowed to test for all promotions. Bargaining unit members on a promotions list at the time they lose eligibility under the City's vehicle policy shall, upon gaining eligibility, be returned to their previously held position on the promotions list.

(8) For purposes of this Article, the "City Vehicle Policy" refers to such policy as it exists as of November 30, 2012. If changes to the City Vehicle Policy are proposed, the parties agree to reopen negotiations solely to meet and confer regarding such proposed changes.

Section 7. Mileage Reimbursement. Use of an employee's private vehicle for the performance of his/her official duties shall be approved by the Fire Chief or his/her designee. The reimbursement for use of a private vehicle shall be the current IRS mileage reimbursement rate, not less than forty cents (\$.40) per mile. Requests for reimbursement shall be submitted on the Miscellaneous Reimbursement form provided by the Fire Department. Attachments shall include: Form A Travel. Requests for reimbursement shall be submitted by the 15th day following the end of the previous quarter. Failure to do so may result in the reimbursement request not being considered.

Due dates are as follows:

For the period	Jan – Mar:	Apr 15 th
	Apr – Jun:	Jul 15 th
	Jul – Sep:	Oct 15 th
	Oct – Dec:	Jan 15 th

ARTICLE 6

VACATION

Section 1. Definitions. A four (4) hour vacation shall be any consecutive four (4) hour period except that a four (4) hour vacation must fall within the hours of 0700 and 1900 hours or from 1900 to 2300 hours.

One half (1/2) day vacation shall be a twelve (12) hour scheduled working period from either 0700 hours to 1900 hours or 1900 to 0700 hours.

One (1) day vacation shall be a twenty-four (24) hour scheduled working period from 0700 to 0700 hours.

One (1) week vacation shall be three (3) consecutive twenty-four (24) hour scheduled working periods.

Kelly Day shall be a scheduled working period as provided for in Article IV, Section 2 of this Agreement.

Section 2. 24-Hour Employee Accumulations.

Twenty-four (24) hour bargaining unit employees shall earn vacation by pay period according to the following:

- A. From the beginning of the first year of service to the end of the fourth year of service, firefighters shall accrue vacation per pay period at the rate of 5.539 hours per pay period, not to exceed 144 hours per year.
- B. From the beginning of the fifth year of service to the end of the ninth year of service, firefighters shall accrue vacation per pay period at the rate of 8.308 hours per pay period, not to exceed 216 hours per year.

- C. From the beginning of the tenth year of service to the end of the fourteenth year of service, firefighters shall accrue vacation per pay period at the rate of 9.692 hours per pay period, not to exceed 252 hours per year.
- D. From the beginning of the fifteenth year of service to the end of the nineteenth year of service, firefighters shall accrue vacation per pay period at the rate of 11.077 hours per pay period, not to exceed 288 hours per year.
- E. From the beginning of the twentieth year of service to the end of the twenty-fourth year of service, firefighters shall accrue vacation at the rate of 12.462 hours per pay period, not to exceed 324 hours per year.
- F. From the beginning of the twenty-fifth year, and for succeeding years of service, firefighters shall accrue vacation at the rate of 13.846 hours per pay period, not to exceed 360 hours per year.
- G. Maximum Accrual Rate (Effective Date January 31, 2005)
 - 1. A twenty-four (24) hour employee shall be eligible to accrue a maximum of 720 vacation hours.
 - 2. In the event an employee suffers an on-duty disabling injury or illness, which causes that employee to seek and be approved for a medical leave of absence, that employee may accrue vacation above the 720 hour limitation. The accrual limit shall be increased by the amount equal to the number of hours the employee would have earned during the period the employee served the medical leave of absence up to a maximum amount of 360 hours. The amount greater than the 720 hour limit must be used in

the 12-month period immediately following the employee's return to light-duty or full-duty.

Section 3. 8-Hour Employee Accumulations.

- A. From the beginning of the first year of service to the end of the fourth year of service, firefighters shall accrue vacation at the rate of 3.696 hours per pay period, not to exceed 96 hours per year.
- B. From the beginning of the fifth year of service to the end of the ninth year of service, firefighters shall accrue vacation at the rate of 4.616 hours per pay period, not to exceed 120 hours per year.
- C. From the beginning of the tenth year of service to the end of the fourteenth year of service, firefighters shall accrue vacation at the rate of 5.536 hours per pay period, not to exceed 144 hours per year.
- D. From the beginning of the fifteenth year of service to the end of the nineteenth year of service, firefighters shall accrue vacation at the rate of 6.364 hours per pay period, not to exceed 168 hours per year.
- E. From the beginning of the twentieth year of service to the end of the twenty-fourth year of service, firefighters shall accrue vacation at the rate of 7.384 hours per pay period, not to exceed 192 hours per year.
- F. From the beginning of the twenty-fifth year of service to the end of the twenty-ninth year of service, firefighters shall accrue vacation at the rate of 8.304 hours per pay period, not to exceed 216 hours per year.
- G. From the beginning of the thirtieth year, and for all succeeding years of service, firefighters shall accrue vacation at the rate of 9.232 hours per

pay period, not to exceed 240 hours per year.

H. Maximum Accrual Rate (Effective Date January 31, 2005)

1. An eight (8) hour employee shall be eligible to accrue a maximum of 480 vacation hours.
2. In the event an employee suffers an on-duty disabling injury or illness, which causes that employee to seek and be approved for a medical leave of absence, that employee may accrue vacation above the 480 hour limitation. The accrual limit shall be increased by the amount equal to the number of hours the employee would have earned during the period the employee served the medical leave of absence up to a maximum amount of 240 hours. The amount greater than the 480 hour limit must be used in the 12-month period immediately following the employee's return to light-duty or full-duty.

Section 4. Accrual Status. An employee must be performing assigned duties or on authorized accrued, paid leave in order to be eligible to accrue vacation time. An employee in a non-pay status such as a leave of absence or suspension shall not accumulate vacation leave for the duration of the non-pay status.

Section 5. Minimum Use and Entitlement. All bargaining unit members will accrue vacation solely on a pay period basis and shall not be allowed to take vacation time in advance of accrual. Accrued vacation may be utilized any time on or after January 1 with approval of the immediate supervisor outside of the bargaining unit.

In case of voluntary resignation, if the member does not give prior written notice of such intent, the member shall forfeit any such accruals. Written notice shall be at

least two (2) weeks prior to the intended resignation.

Vacation choices shall be scheduled at a time desired by the bargaining unit member in minimum four (4) hour increments.

Section 6. Vacation Selections.

A. Advance Draw – 24 Hour Personnel. This provision shall not apply to vacation draws of less than one-half (1/2) day. To receive approval for vacation, advance notice must be given to the appropriate supervisor outside the bargaining unit by 7:00 p.m. on any duty day prior to the requested time off. Members requesting advance draw vacation will be notified as to whether a vacation request has been approved by 9:00 p.m. on the day the request was made. One member from each fire company shall be granted vacation in advance for any given day, if requested, provided there are at least four (4) four-person companies in service each day.

Twenty-four (24) hour Training Officers and Investigators are not included in the number of approved company personnel for advanced draw vacations.

B. On Duty - 24 Hour Personnel. If a member from a company that has no member on approved leave for vacation, Kelly Day or personal day (collectively “approved leave”) on that day and requests vacation, such member shall be considered a First Out. If a member from a company that has a member on approved leave on that day requests vacation, such member shall be considered a Second Out. First Out requests shall have priority over Second Out requests except as follows: For requests between 0600 and 0700 hours (on-duty draws) on that day, a 12 or 24 hours First Out request will take priority over a 4

hour First Out request. After 0700 hours, First and Second Outs will be given the same priority on a first come basis provided management determines staffing is sufficient throughout the department. Members requesting vacation under the provisions of this section must report to their company by 0700 hours, and at that time the Suppression Chief may grant the second person vacation if manning is sufficient throughout the Fire Department. Employees must be at their assigned station and receive approval of their immediate supervisor to make a request. All vacation selections of less than ½ day shall be limited to on duty draws as specified in this section. Bargaining unit members shall be allowed to draw vacation while on duty provided there are at least two (2) four person companies in service.

Training Officers and Fire Investigators are not included in the number of approved company personnel for On-duty draw vacations.

C. Advance Draw – 8 Hour Personnel. A maximum of fifty percent (50%) of 8 hour bargaining unit members in each specialty division may be approved for vacation or compensatory time in advance unless staffing and work activity allows the appropriate member of management in each specialty division to approve additional advance vacation/compensatory time requests.

If a specialty division has an odd number of bargaining unit members, then the number of 8 hour personnel allowed advance draw will be rounded up to the next higher number. Members requesting advance draw vacation shall be notified as to whether the request has been approved by 4:30 p.m. if the member has made such a request by 2:00 p.m.

D. On-Duty Draw - 8 Hour Personnel. 8 hour bargaining unit members will be allowed to draw vacation or compensatory time on duty provided the appropriate member of management in each specialty division determines that staffing and work activity allows vacation/compensatory time requests to be approved.

E. Procedures for Requesting. One vacation choice shall be the use of uninterrupted consecutive hours of vacation accrual.

The senior company member has one (1) first choice opportunity for vacation, either as one-half (1/2) day or days; day or days; week or weeks; or full vacation. The second senior member then takes one (1) choice opportunity of either one-half (1/2) day or days; day or days; week or weeks; or full vacation. The third, fourth, and fifth member then takes one (1) choice opportunity each as stated above. After each member has had the opportunity to take one (1) choice, the senior member starts the same procedure over again. When a member has made one (1) choice, he/she must wait for the rotation of seniority before using seniority to make a second choice.

Any person below the senior member must be shown the courtesy of a reply the same day when he/she asks members his/her senior for a definite answer as to their choice of a certain vacation so time off can be planned.

Twenty-four (24) hour Training Officers shall submit time away from work forms for approval to: 1st. Chief of Training (when available), 2nd. Shift Commander.

Twenty-four (24) hour Investigators shall submit time away from work

forms for approval to: 1st. Deputy Chief of Support Services (when available),
2nd. Shift Commander.

F. Transferred Employees - 24 Hour Personnel. Upon being transferred to a different shift, the employee involved will relinquish all previously drawn vacations, and will pick from open vacation dates at the station of new assignment. He/she will not use seniority to bump a younger member from a vacation previously scheduled for the balance of that particular year.

If an employee is transferred to a different company on the same shift, he/she will retain all previously drawn vacations. He/she will not affect advance draws as specified in Section 6A of this article for the remainder of the current advance draw period.

Section 7. Payment for Unused Vacation. Any firefighter whose employment is terminated, voluntarily or involuntarily, or by retirement, and has unused vacation for that year, shall be entitled to a lump sum payment for all unused accrued vacation not to exceed 720 hours for twenty-four (24) hour personnel and 480 hours for eight (8) hour personnel, except as provided for in Article 6, Section 5. In the event of the employee's death the payment will be made to his/her beneficiary.

An employee who accrues vacation as described in Article 6, Section 2.G.2 or Section 3.H.2., but is unable to use the additional accrual in accordance with either of those provisions shall be paid the amount greater than 720 hours or 480 hours, whichever is applicable, when employment ends or at retirement.

ARTICLE 7

HOLIDAYS

The term "recognized holiday period" shall mean the twenty-four (24) hour period commencing at midnight and ending the midnight following on each of the following days:

New Year's Day - January 1

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

Memorial Day - Last Monday in May

Independence Day - July 4

Labor Day - First Monday in September

Veteran's Day - November 11

Thanksgiving - Fourth Thursday and the following Friday in November

Christmas Eve Day - December 24

Christmas Day - December 25

Plus special days as the City Council may from time to time designate.

The term "special holiday period" shall mean a twenty-four (24) hour period commencing at midnight and ending the midnight following, other than a recognized holiday period, designated as a holiday for all City employees by the Governing Body of the City of Topeka.

Commencing January 1, 2010, all Bargaining Unit Members called into work while off duty on a holiday shall be paid at a rate of one and one-half (1½) times the holiday rate of pay for each hour worked resulting from such call.

Section 1. Twenty-Four Hour Personnel. All twenty-four (24) hour firefighter personnel shall be paid at a double time rate for each hour worked, on approved vacation, on approved leave with substitute, or on job related illness/injury leave (as provided for in Article 10, Section 7 of this agreement), during a recognized holiday period or a special holiday period.

Section 2. Eight (8) Hour Personnel. All eight (8) hour firefighter personnel shall be paid at a double time rate for each hour worked during a recognized holiday period or a special holiday period, or on job related illness/injury leave (as provided for in Article 10, Section 7 of this agreement).

Whenever any holiday, as defined above, falls on a Saturday the preceding Friday shall be observed as the holiday. Whenever any holiday, as defined above, falls on a Sunday the following Monday shall be observed as the holiday. If consecutive holidays fall on a Friday/Saturday, then the holidays shall be observed on the preceding Thursday and on Friday. If consecutive holidays fall on a Sunday/Monday, then the holidays shall be observed on Monday and the following Tuesday.

ARTICLE 8

SENIORITY

Seniority shall be defined as the status attained by length of continuous service from the date of last hire with the Fire Department. The City recognizes the principle that seniority consideration is giving the employee that has the most years of service invested in his/her job a greater consideration than another employee with less investment.

The Fire Department shall establish and maintain a seniority list. The list shall be brought up-to-date on or about January 1 of each year, and delivered to each Fire Station and Specialty Department. A copy shall be mailed to the Secretary of the Union at the time of distribution. Any objection to the seniority list as posted shall be reported to the Fire Department within thirty (30) days after being posted. The list shall show name, rank, birthday, and seniority date. If two or more employees have the same date of hire, the higher Civil Service entry written test score shall determine the greater seniority. If they have the same test score, the individuals involved will draw numbers to determine the greater seniority.

Seniority shall apply to scheduling of vacation, layoffs, recall, and to promotions as provided in this Agreement.

ARTICLE 9

LAYOFF

Layoff shall be defined as a reduction in staff.

In the event of a layoff, the person to be removed from employment with the department will be determined by the last hired, first to be released as referenced by state law. In the event that two (2) or more firefighters with the same date of hire are to be laid off, the person with the higher seniority shall determine their status for the purpose of this provision.

Employees and the Union shall be given written notice of a pending layoff at least thirty (30) calendar days before the effective date of the layoff.

Call back to work shall occur in reverse order of layoff, provided the individual is available for work within two (2) weeks of notice to return to work. An employee not available within two (2) weeks shall be considered as resigned.

ARTICLE 10

SICK LEAVE

Section 1. Accrual. An employee must be performing assigned duties or otherwise in a pay status to be eligible to accrue sick leave.

Sick leave allowances shall accrue at the rate of 11.077 hours per pay period for twenty-four (24) hour bargaining unit members and at the rate of 3.692 hours per pay period for eight (8) hour bargaining unit members.

Twenty-four (24) hour bargaining unit members hired after January 1st 2010 will receive seventy-two (72) hours of sick leave upon hire and will then accrue additional sick leave at the rate of 5.538 hours per pay period. At the beginning of the fifth year of service, employees hired after January 1, 2010 will begin accruing sick leave at the rate of 8.308 hours per pay period, and at the beginning of the tenth year of service employees hired after January 1, 2010 will begin accruing sick leave at the rate of 9.692 hours per pay period. At the beginning of the fifteenth year of service employees hired after January 1, 2010 will begin accruing sick leave at the rate of 11.077 hours per pay period.

Section 2. Payment. An employee shall receive hour for hour payment for sick leave usage only if the employee is utilizing sick leave for approved purposes. An employee shall, if eligible, receive his/her full prevailing salary rate for sick leave and shall file appropriate forms with the authorized supervisor as designated by the supervisor. Sick leave shall be available as it is accrued (including during initial probationary periods), but it shall not be allowed in advance of accrual.

The City retains the right to require an injured employee to consult with a physician of the City's choice to determine the employee's ability to perform his/her assigned duties and/or the duties which an injured employee may perform. The City shall be responsible for any costs incurred for the above required consultation and compensate employees for hours worked if not during scheduled work hours, unless such leave is determined to be an improper use of sick leave.

Section 3. Acceptable Use for Twenty-four (24) Hour Personnel. Paid sick leave shall be allowed in minimum one-half (1/2) hour increments when an employee is unable to perform duties due to personal sickness, injury, pregnancy and related illness or for the illness of a family member residing in the employee's household. Sick leave shall also be allowed if exposure to a contagious disease may endanger or jeopardize the attendance of other employees.

Sick leave shall not be allowed for elective cosmetic surgery unless the foregoing is in conjunction with an accident or similar situation which may have caused disfigurement to the individual.

Section 4. Acceptable Use For Eight (8) Hour Personnel. Paid sick leave shall be allowed in minimum one-half (1/2) hour increments when an employee is unable to perform duties due to personal sickness, injury, pregnancy and related illness, need for medical, dental, or other routine, diagnostic or remedial treatment for the employee, or for the illness of a family member residing in the employee's household (provided that sick leave granted for such purposes shall not exceed the actual time necessary for examination or treatment and reasonable travel time as determined by the appropriate member of management). In non-emergency situations, the employee

shall schedule medical or dental appointments and/or treatments at a time which does not unduly interfere with job related duties and shall notify his/her supervisor as soon as the time of the appointment is known.

Sick leave shall also be allowed if exposure to a contagious disease may endanger or jeopardize the attendance of other employees.

Sick leave shall not be allowed for elective cosmetic surgery unless the foregoing is in conjunction with an accident or similar situation which may have caused disfigurement to the individual.

Section 5. Misuse Controls. The Union recognizes the importance of sick leave and the obligations of the employees as well as the advantage to them to utilize it only when incapacitated for the performance of duty by sickness, injury, or other valid reasons. The Union, therefore, agrees to support the City in efforts to eliminate unwarranted or improper use of sick leave.

The City of Topeka may require competent proof of the use of sick leave for a purpose approved within sections 3 or 4 directly above. Proof of the appropriate use of sick leave may be requested at any time a supervisor has a reason to suspect an employee's misuse of sick leave, including, but not limited to the following:

- Repeated use of sick leave in conjunction with regular days off or vacation days or holidays or Kelly days without a physician's statement.
- A pattern of sick leave usage on a particular day or days of the week.
- Use of more sick leave than accrued in any six month period within a given year without notification from Human Resources of qualified

circumstances.

- Use of sick leave when employee is engaged in activities, which indicate ability to perform assigned duties.

An employee with a pattern of consistent or continued unavailability for work shall be referred to the Human Resources Director for review and counseling. Use of sick leave for purposes other than those authorized in sections 3 or 4 above (or pursuant to any State or Federal applicable law) may be an abuse of sick leave subject to progressive discipline. Should discipline be imposed for misuse of sick leave, the employee will not be paid for hours deemed to be misuse.

Section 6. Light Duty Assignment.

A. The City agrees to make light duty work assignments available for members of the bargaining unit, when the member is temporarily unable to perform the essential job functions of his or her assigned position duties due to an on the job injury or illness or a personal health condition. For purposes of this section, pregnancy will be treated as a personal health condition.

Members medically eligible and released by the attending physician for light duty as a result of a non-duty related illness/injury, may report to the Fire Chief's office for assignment to light duty or they may choose to utilize sick leave as provided in this Article, provided however that any such use of sick leave shall require written notification from the attending physician stating that the member is unable to return to full and normal duties.

Employees who sustain a duty related illness/injury shall report his/her release to light duty to the Fire Chief and the Human Resources Department. Failure to report the

release to light duty shall render the member ineligible to utilize the provisions of Section 7 of this Article.

Work restrictions due to illness/injury or personal health condition will be reviewed by the Human Resources Director or designee. Upon approval of the Fire Chief, light duty assignments may be established within specified work restrictions for up to eighteen (18) months. The Human Resources Director or designee may require periodic medical status updates from the treating health care provider as deemed necessary. Such periodic medical status updates shall not be required more frequently than every forty-five (45) days. To continue in light duty assignments, bargaining unit members must comply with requested medical status updates.

While light duty assignments will generally be limited to eighteen (18) months in duration, the Human Resources Director or designee, with concurrence of the Fire Chief, may, based upon a current medical status update, authorize extension of the light duty assignment if there is a specified anticipated time for return to regular position assignment.

An employee not able to return to his or her regular position assignment may be required to apply for a disability retirement. The Human Resources Department will provide assistance as applicable with the disability application process.

Bargaining unit members assigned to light duty shall be assigned to a forty (40) hour work week with specific work assignments determined by the Fire Chief or designee, consistent with Article 4, §1. Bargaining unit members serving light duty assignments shall have salary and benefits based on forty (40) hour wages and benefit provisions. However, the employee on light duty will be allowed to maintain the accrual

balances up to the maximums assigned to his/her regularly assigned position. Hours worked in light duty assignments shall not be considered toward the completion of the initial employment probationary period or the promotional probationary periods for the positions of apparatus operator, lieutenant and captain. Light duty assignments will be considered as continuous service for the purposes of seniority.

In the event a vacancy occurs in a position outside of fire suppression, preference shall be given in filling the position to firefighters injured in the line of duty, provided that the firefighter is fully qualified as determined by management for the available position.

B. The City agrees that any member who becomes pregnant shall be entitled, upon written request by the member and medical verification of pregnancy, to be assigned to appropriate light duty for the duration of such pregnancy and that the terms and conditions of employment for each pregnant member shall be in conformity with all applicable federal and state laws, rules and/or regulations.

Section 7. Illness/Injury on the Job: Related Sick Leave. A firefighter, temporarily totally disabled as the result of an illness or an injury, not caused, created or substantially contributed to by his/her own negligence, and arising out of and in the course of his/her employment, who cannot perform his/her duty may make application to the Fire Chief, or his/her designee, for a waiver of the use of his/her accrued sick leave except for the time after which the member is released for light duty as provided for in Section 6 of this Article. Such application shall include the type of illness/injury sustained, the date the illness/injury occurred, the location where the illness/injury occurred, the circumstances surrounding the illness/injury, and the estimated number of days the employee expects to be off duty as a result of said illness/injury. In addition, the employee requesting the waiver of the use of his/her accrued sick leave shall attach a statement from a medical doctor duly licensed by the state in which he/she practices his/her profession containing a concise statement of the illness/injury sustained by the petitioning employee, the estimated number of days of treatment, an approximate date when the employee shall be returned to full duty, and any other information or documents the Fire Chief, or his/her designee, may request. It shall be at the discretion of the Fire Chief, or his/her designee, to grant such a waiver.

In the event the members petition for a waiver of his/her accrued sick leave is denied by the Fire Chief, or his/her designee, the member may petition the City Manager of the City of Topeka for a waiver of his/her accrued sick leave during the entire period of time he/she is incapacitated and unable to work. The injured employee submitting the petition shall provide one (1) copy to the City Manager, and said petition shall specifically state: the type of illness/injury sustained, the date the illness/injury

occurred, the location where the illness/injury occurred, the circumstances surrounding the illness/injury, and the estimated number of days the employee expects to be off duty as a result of said illness/injury. Said petition shall be accompanied by a signed statement from the Fire Chief, or his/her designee, stating precisely and clearly the Fire Chief's recommendation for an approval or disapproval of the said petition. In addition, the employee requesting the waiver of the use of his/her accrued sick leave shall attach a statement from a medical doctor duly licensed by the state in which he/she practices his/her profession containing a concise statement of the illness/injury sustained by the petitioning employee, the estimated number of days of treatment, and an approximate date when the employee shall be returned to full duty. Provided further, that the granting of said petition shall rest within the sole discretion of the City Manager. It is further understood that each petition for illness/injury related sick leave in accordance with the above terms shall be considered on its facts and merits, and the granting or denying of any petition shall not serve as precedent for any future action of the City Manager.

In the event that the firefighter so injured or suffering from sickness is incapacitated and unable to act for himself/herself then and in that event the appropriate application may be submitted by someone other than said firefighter.

Section 8. Sick Leave and Workers' Compensation Reimbursement. Any bargaining unit member injured while in the formal employment of someone other than the City, and the other employer is insured, shall reimburse the City for any losses sustained by the City through sick leave or other paid leave use, provided a Workers' Compensation settlement is consummated between the employee and the other

employer. The amount reimbursed will not exceed the amount of the settlement or the amount in pay lost to the City whichever is less. Upon the City's receipt of reimbursement for sick leave usage, sick leave time will be reinstated to the employee's sick leave accrual.

Section 9. Sick Leave Payment Upon Retirement or Death. Firefighters shall, upon their retirement or death, be paid for accrued sick leave not to exceed forty-five (45) days in 1997, fifty (50) days in 1998 and fifty-five (55) days beginning January 1, 1999 according to the following formula:

$$\text{Number of days} \times 8 \times \text{monthly salary} = \text{Amount paid}$$

173.33

Payment for accrued sick leave shall be made to the firefighter in a lump sum on retirement or paid to his/her beneficiary in the event of the death of a firefighter before his/her retirement. For the purpose of this section retirement shall be defined as, a member has a vested pension in the KP&F retirement system.

Additionally, commencing January 1, 2010, Firefighters shall, upon their retirement or death, be paid an additional accrued sick leave incentive for all remaining hours of accrued sick leave over and above the 55 day formula described above using the following formula: One dollar (\$1.00) per hour multiplied by the total remaining hours of accrued sick leave.

Section 10. Perfect Attendance Incentive. Commencing January 1, 2013 (or from last utilization), if sick leave is not utilized for a period of one-hundred twenty (120) consecutive days, bargaining unit members shall be entitled to receive one (1) additional personal day not to exceed three (3) days per calendar year. The bargaining unit member has the option of exchanging the Personal Day for one day of pay at his or her regular hourly rate of pay, but only if the bargaining unit member submits a written request to receive payment within fourteen (14) days after the personal day is earned. Commencing January 1, 2015 of this Agreement, if sick leave is not utilized for a period of ninety (90) consecutive days, bargaining unit members shall be entitled to receive one (1) additional personal day not to exceed four (4) days per calendar year. The bargaining unit member has the option of exchanging the Personal Day for one day of pay at his or her regular hourly rate of pay, but only if the bargaining unit member submits a written request to receive payment within fourteen (14) days after the personal day is earned.

For purposes of this section, "last utilization" ends on the calendar day when the bargaining unit member calls off the sick list.

For the purpose of this section, sick leave waived under the provisions of Section 7. Illness/Injury on the Job: Related Sick Leave of this article will not count against perfect attendance eligibility.

Bargaining unit members shall have one year from the date a Personal Day is earned under this provision to schedule and use such Personal Day; otherwise, it will be forfeited.

Section 11. Medical Certification.

Twenty-four (24) hour personnel absent on Sick Leave for more than forty-eight (48) consecutive scheduled hours and eight (8) hour personnel absent on Sick Leave for more than three consecutive work days shall require medical certification prior to returning to work.

In order to obtain approval for returning to work, employees shall submit to the Fire Chief's office, prior to the start of their assigned shift, the necessary certification/paperwork. For the purpose of this Section, such certification shall normally consist of a note on an original letterhead signed by a physician or other bona fide health care professional indicating that the employee has been under that provider's care during the period in question and is cleared to return to duty.

All forms, including a detailed description of the steps necessary for an employee to return to duty, will be available at every fire station or other work location. Administrative staff, company officers, and chief officers shall be responsible for insuring that current forms are available; that outdated versions are removed; and that employees adhere to the specified procedures.

ARTICLE 11

EMERGENCY LEAVE

Section 1. Death of an Immediate Family Member. In the event of death in the immediate family of a bargaining unit member, the number of days leave granted with pay to the employee shall be authorized by the Fire Chief or his/her designee, but in no event shall an employee be authorized a leave of absence with pay to exceed three (3) consecutive calendar days per incident. The three consecutive calendar days may commence at any time, as determined by the employee, following the death of a family member, (as defined below), but in no event may the three consecutive calendar days begin later than the actual day of the funeral.

The term immediate family as used in this section shall include the member's spouse, children, sons-in-law, daughters-in-law, legal step children, parents, step parents, grandparents, grandchildren, sibling(s), first aunts or uncles, spouse's parents, spouse's step parents, spouse's grandparents, spouse's grandchildren, spouse's sibling(s), or any member of the immediate household having permanently resided under the same roof.

If requested by the Fire Chief, or his/her designee, the employee may be required to produce evidence of the death of the immediate family member.

The Fire Chief or his/her designee shall have the sole discretion to allow an employee a paid leave to attend the funeral of anyone other than the immediate family as defined in this section.

If a bargaining unit member is on approved leave and a death of an immediate family member occurs, the member, at their option, may cancel their approved leave

and be placed on emergency leave.

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

Section 2. Serious Illness of an Immediate Family Member. In the event of a serious illness in the immediate family of a bargaining unit member, the number of days leave granted with pay to the employee may be authorized by the Fire Chief or his/her designee, but in no event shall an employee be authorized a leave of absence with pay to exceed three (3) consecutive calendar days, per incident.

The term "serious illness" as used in this section shall be defined as a condition which requires hospitalization and continuous professional medical care of the employee's immediate family as defined in Section 1 of this Article, and shall be determined by the attending physician as a condition which, in his/her opinion, is serious.

If requested by the Fire Chief or his/her designee, the employee may be required to produce evidence of a serious illness of the immediate family member.

Any employee who has misrepresented a serious illness in the immediate family as defined above shall be subject to disciplinary action.

The Fire Chief or his/her designee shall have the sole discretion to allow an employee a paid leave for a serious illness of anyone other than the immediate family as defined in this section.

ARTICLE 12

PERSONAL LEAVE DAYS

Two (2) personal leave days per year will be granted each member of the bargaining unit beginning January 1, 1998. Newly hired employees will receive both days if hired before July 1; if hired on or after July 1, employee will receive one (1) day for that year. The personal leave days will be selected in accordance with Article 6, Section 6, of this Agreement, to be used in the calendar year granted or lost.

ARTICLE 13

MISCELLANEOUS LEAVES

Section 1. Court Appearance. A bargaining unit employee called to serve on jury duty, or subpoenaed to serve as a court witness, provided that the employee is not a plaintiff in a non job related civil matter, shall be paid in an amount equal to the difference between the wages which would have been earned on a given day and the compensation received as a witness or juror (or an employee may sign witness/juror fees over to the City in order to receive regular pay).

An employee on this leave shall return to work for the balance of a work day if the employee is excused from a jury panel or from serving jury duty.

Code enforcement officials or other employees appearing in their typical employment capacity shall be paid for court appearances pursuant to Fire Department rules and regulations governing such situations.

An employee shall not have deductions made from accrued leave for the purpose of this provision, unless the employee is a plaintiff in a non job related civil matter or if an employee appears as a voluntary expert witness.

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

Section 2. Voting Time. A bargaining unit member eligible and registered to vote in a primary, general, or special election held within the state of Kansas shall, on the day of such election, be entitled to leave from duty (if on duty) such that the employee would be allowed two (2) consecutive hours of voting time between the opening and closing time of the polls.

This section shall not apply to a voter on the day of an election if there are two (2) consecutive hours while the polls are open during which the employee is not on duty.

A duly authorized supervisor may specify any two (2) consecutive hours during which an employee may be granted to vote with paid leave if the employee is eligible.

Section 3. Military Leave.

A. Temporary Training Period. A bargaining unit member who is a member of a military reserve organization or National Guard unit shall be entitled to a paid leave as hereinafter provided. If such assignment would substantially interfere with execution of duties in the public interest, the member may be encouraged to request a rescheduling of any such training/assignment. A maximum reimbursement for any military leave shall be the difference between the base pay a bargaining unit member would normally receive in one (1) period and the amount received from the military. There shall be no City reimbursement if the military pay is equal to or greater than City pay. For a typical eight (8) hour employee, for the purpose of calculating the maximum allocation, the pay period would be a maximum of ten (10) working days of eight (8) hours per day excluding any overtime consideration; and for twenty-four (24) hour employees, a maximum of six (6) shifts of base pay, less the military pay. Provided, however, these maximum amounts shall be less than the full possible allocation in the event the individual is assigned to less training proportionately. A bargaining unit member shall be reimbursed only for those days he/she would normally have been assigned to work during the time of the military assignment.

The member shall provide, within thirty (30) days of returning to duty with the

City, an unaltered copy of the military pay stub and any other appropriate documentation of orders to attend any training, citation of the training and any related information as may be required to fully clarify the absence.

No City compensation shall be allowed for any persons 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 City reimbursement for the duration of such active service not to exceed the difference in City and military pay as stated herein.

B. Extended Military Assignment. All requests for military leave in excess of thirty (30) calendar days must receive prior approval by the City Manager. An employee may have entitlement to a position with the City following completion of a military assignment, pursuant to applicable state and/or federal laws governing such leave. It should be noted that the intent of this provision, unless superseded by state or federal law, it is not to encourage voluntary induction into the service for the purpose of exploring a different career opportunity. In case of involuntary conscription, the absences may be considered as a leave of absence without pay, and the employee may be allowed to continue in employment following completion of such service (at a point in the salary and benefit structure where the employee left the City) unless he/she opts to formally resign from a position, at which point all obligations by the City would cease.

Section 4. Seminars and Schools. Employees may make application for leave to attend job related schools or seminars in accordance with the following guidelines:

1. The request must be submitted to the Fire Chief or his/her designee, in writing, thirty days in advance of the school or seminar.
2. Justification for attendance, including an explanation of the benefit to be derived by the Fire Department, must be included with the request.
3. The request must include literature detailing program content and dates of the school or seminar.
4. The employee must identify scheduled days of work that will be missed, including the total number of hours away from work. No deductions shall be made from a member's accrued leave while the member is attending a school or seminar approved by the Department pursuant to the provisions of this Section.
5. The request must state the total cost of attendance, including a detailed breakdown of costs.
6. Leave granted for the attendance of schools or seminars shall be counted as hours worked for the purpose of calculating overtime.
7. Requests for leave to attend schools or seminars which are not in compliance with this section shall be denied.

All applications will be considered on a fair and equal basis by the Fire Chief or his/her designee. Replies from the Fire Chief or his/her designee, shall be in writing, to the requesting employee, within two (2) weeks of the application; provided however, a failure to reply within the two (2) week period shall be construed to be a denial of the request. Denials shall contain the reasons therefore.

Section 5. Parental Leave. The City agrees to comply with all provisions of the Family and Medical Leave Act (FMLA). Under the FMLA, parental leave is defined as up to 12 weeks of unpaid leave in a 12-month period for one or more of the following reasons:

- Leave for the birth of a son or daughter, and to care for the newborn child. Leave to care for a newborn child must conclude within 12 months after the birth.
- Leave for the placement with the employee of a child for adoption or foster care, and to care for the newly placed child. Leave to care for a newly placed child must conclude within 12 months after placement.
- Leave to care for a child with a serious health condition, as defined by the FMLA.

ARTICLE 14

HEALTH/SAFETY

Section 1. Aerial and Snorkel Apparatus Tests. The Employer and the Union agree that the health and safety of employees is a priority, and that every effort shall be made to provide safe, proper and efficient working equipment.

The employer agrees to perform, as specified by the manufacturer, maintenance evaluations of all aerial and snorkel apparatus of the Fire Department. Such apparatus must meet performance tests as specified by the manufacturer of the apparatus. Any unsafe condition shall be corrected prior to reuse. Apparatus found to not meet safety standards shall be taken out of service until such repairs have been made. No equipment or apparatus shall be placed into service without having received the approval of the Fire Chief, or his/her designee.

Section 2. Self-Contained Breathing Apparatus (SCBA). The employer agrees that all maintenance and repairs of self-contained breathing apparatus (SCBA) shall be performed only by personnel certified by the distributor and/or manufacturer of such equipment, and such repairs and repair parts shall meet or exceed current N.F.P.A. minimum standards. The employer further agrees that all future purchases of SCBA shall meet or exceed current N.F.P.A. minimum standards.

There shall be an air quality test performed on all high pressure air compressors used for the purpose of filling SCBA. This test shall be performed quarterly.

Section 3. Safety Equipment. Protective devices and other equipment necessary to protect employees from accidents and health hazards shall be provided by the department. The department shall assess a fair and reasonable charge to cover

loss resulting from the employee's failure to exercise reasonable care or for willful destruction of such equipment or clothing. At the time of purchase, protective clothing and devices shall meet or exceed current minimum N.F.P.A. standards.

1 pair suspenders

1 bunker coat

1 pair bunker pants

1 pair boots

1 helmet and suspension

2 hoods

2 pair gloves

1 SCBA face mask

Damaged or worn out protective devices or safety equipment shall be replaced by the department upon proof and/or return by the bargaining unit member to his/her appropriate supervisor.

Section 4. Safety Committee. The safety committee shall be comprised of three (3) members from management who are appointed by the Fire Chief and three (3) members from the bargaining unit who are appointed by the Union President. Both parties agree that the safety committee will meet on a regular basis and further it is agreed

that recommendations of this committee will be forwarded to the Fire Chief, or his/her designee, who shall evaluate them and provide a response back to the committee.

Section 5. Employee Safety. The City further agrees to not place an employee, including, but not limited to, specialty to suppression transfers, into any position for which they are not qualified and capable of fulfilling the duties assigned.

Both parties agree that this issue directly affects the safety and welfare of all bargaining unit members.

Section 6. Employee Health. The City agrees to provide information on all communicable diseases and work place hazards to which employees may have routine exposure as such information is made available. Information provided shall include but not be limited to symptoms, modes of transmission, methods of self protection, proper workplace procedures and special precautions. The City further agrees to provide, at no cost to the employee, immunization against communicable diseases to bargaining unit employees who request such immunizations. The Fire Chief or his/her designee shall provide a listing of the types of immunizations, mutually agreed to by the City and the Union, which are available to the employees.

ARTICLE 15

WAGES

Section 1. Each employee within the bargaining unit shall be paid pursuant to the below listed wage schedules.

Commencing January 1, 2013, there shall be a one percent (1%) wage increase in overall bargaining unit salaries. Commencing July 1, 2013, an additional one percent (1%) wage increase shall be applied in overall bargaining unit salaries. Commencing January 1, 2014, there shall be a three percent (3%) wage increase in overall bargaining unit salaries. Commencing January 1, 2015, there shall be a two percent (2%) wage increase in overall bargaining unit salaries. (See Wage Tables).

The following section shall only apply in the event of severe budget shortfalls caused by unforeseen external national and/or regional economic forces beyond the control of the City. In the unlikely event the City experiences said budget shortfalls that, if not resolved during the budget year, would result in the layoff of bargaining unit members herein and/or the significant curtailment of essential services provided by the bargaining unit members to the City's citizens, the parties agree to reopen Art. 15 Section 1 of this Agreement for calendar years 2014 or 2015.

2013 IAFF WAGE TABLE
1.0% Across the Board Increase
Effective January 1, 2013
Base Rate of Pay

TITLE	HOURLY RATE	BI-WEEKLY	MONTHLY RATE
24 Hour Positions			
FIREFIGHTER 3RD CLASS	12.7330	1359.4927	2945.5674
FIREFIGHTER 2ND CLASS	14.8838	1589.1319	3443.1191
FIREFIGHTER 1ST CLASS	15.5650	1661.8631	3600.7034
ADVANCED FIREFIGHTER	18.1658	1939.5485	4202.3551
APPARATUS OPERATOR	20.1234	2148.5600	4655.2132
LIEUTENANT	21.9733	2346.0724	5083.1568
CAPTAIN	24.4200	2607.3047	5649.1600
TRAINING OFFICER I	21.9732	2346.0617	5083.1336
TRAINING OFFICER II	22.1446	2364.3620	5122.7842
TRAINING OFFICER III	24.4201	2607.3153	5649.1832
INVESTIGATOR I	21.9732	2346.0617	5083.1336
INVESTIGATOR II	22.1446	2364.3620	5122.7842
INVESTIGATOR III	24.4201	2607.3153	5649.1832
8 Hour Positions			
INSPECTOR I	29.3258	2346.0640	5083.1387
INSPECTOR II	29.5545	2364.3600	5122.7800
INSPECTOR III	32.5914	2607.3120	5649.1760
PUBLIC EDUCATION OFFICER I	29.3258	2346.0640	5083.1387
PUBLIC EDUCATION OFFICER II	29.5545	2364.3600	5122.7800
PUBLIC EDUCATION OFFICER III	32.5914	2607.3120	5649.1760
COMMUNICATION OFFICER I	29.3258	2346.0640	5083.1387
COMMUNICATION OFFICER II	29.5545	2364.3600	5122.7800
COMMUNICATION OFFICER III	32.5914	2607.3120	5649.1760

2013 IAFF WAGE TABLE
1.0% Across the Board Increase
Effective July 1, 2013
Base Rate of Pay

TITLE	HOURLY RATE	BI-WEEKLY	MONTHLY RATE
24 Hour Positions			
FIREFIGHTER 3RD CLASS	12.8604	1373.0951	2975.0392
FIREFIGHTER 2ND CLASS	15.0327	1605.0299	3477.5646
FIREFIGHTER 1ST CLASS	15.7207	1678.4871	3636.7220
ADVANCED FIREFIGHTER	18.3475	1958.9485	4244.3884
APPARATUS OPERATOR	20.3247	2170.0526	4701.7806
LIEUTENANT	22.1931	2369.5403	5134.0038
CAPTAIN	24.6642	2633.3777	5705.6516
TRAINING OFFICER I	22.1930	2369.5296	5133.9807
TRAINING OFFICER II	22.3661	2388.0113	5174.0245
TRAINING OFFICER III	24.6644	2633.3991	5705.6979
INVESTIGATOR I	22.1930	2369.5296	5133.9807
INVESTIGATOR II	22.3661	2388.0113	5174.0245
INVESTIGATOR III	24.6644	2633.3991	5705.6979
8 Hour Positions			
INSPECTOR I	29.6191	2369.5280	5133.9774
INSPECTOR II	29.8501	2388.0080	5174.0174
INSPECTOR III	32.9174	2633.3920	5705.6827
PUBLIC EDUCATION OFFICER I	29.6191	2369.5280	5133.9774
PUBLIC EDUCATION OFFICER II	29.8501	2388.0080	5174.0174
PUBLIC EDUCATION OFFICER III	32.9174	2633.3920	5705.6827
COMMUNICATION OFFICER I	29.6191	2369.5280	5133.9774
COMMUNICATION OFFICER II	29.8501	2388.0080	5174.0174
COMMUNICATION OFFICER III	32.9174	2633.3920	5705.6827

2014 IAFF WAGE TABLE
3.0% Across the Board Increase
Effective January 1, 2014
Base Rate of Pay

TITLE	HOURLY RATE	BI-WEEKLY	MONTHLY RATE
24 Hour Positions			
FIREFIGHTER 3RD CLASS	13.2463	1414.2973	3064.3108
FIREFIGHTER 2ND CLASS	15.4837	1653.1828	3581.8960
FIREFIGHTER 1ST CLASS	16.1924	1728.8501	3745.8419
ADVANCED FIREFIGHTER	18.8980	2017.7250	4371.7374
APPARATUS OPERATOR	20.9345	2235.1605	4842.8477
LIEUTENANT	22.8589	2440.6272	5288.0256
CAPTAIN	25.4042	2712.3869	5876.8383
TRAINING OFFICER I	22.8588	2440.6165	5288.0024
TRAINING OFFICER II	23.0371	2459.6535	5329.2492
TRAINING OFFICER III	25.4044	2712.4083	5876.8846
INVESTIGATOR I	22.8588	2440.6165	5288.0024
INVESTIGATOR II	23.0371	2459.6535	5329.2492
INVESTIGATOR III	25.4044	2712.4083	5876.8846
8 Hour Positions			
INSPECTOR I	30.5077	2440.6160	5288.0014
INSPECTOR II	30.7457	2459.6560	5329.2547
INSPECTOR III	33.9050	2712.4000	5876.8667
PUBLIC EDUCATION OFFICER I	30.5077	2440.6160	5288.0014
PUBLIC EDUCATION OFFICER II	30.7457	2459.6560	5329.2547
PUBLIC EDUCATION OFFICER III	33.9050	2712.4000	5876.8667
COMMUNICATION OFFICER I	30.5077	2440.6160	5288.0014
COMMUNICATION OFFICER II	30.7457	2459.6560	5329.2547
COMMUNICATION OFFICER III	33.9050	2712.4000	5876.8667

2015 IAFF WAGE TABLE
2.0% Across the Board Increase
Effective January 1, 2015
Base Rate of Pay

TITLE	HOURLY RATE	BI-WEEKLY	MONTHLY RATE
24 Hour Positions			
FIREFIGHTER 3RD CLASS	13.5113	1442.5912	3125.6141
FIREFIGHTER 2ND CLASS	15.7934	1686.2492	3653.5399
FIREFIGHTER 1ST CLASS	16.5163	1763.4327	3820.7708
ADVANCED FIREFIGHTER	19.2760	2058.0837	4459.1814
APPARATUS OPERATOR	21.3532	2279.8648	4939.7070
LIEUTENANT	23.3161	2489.4421	5393.7912
CAPTAIN	25.9123	2766.6364	5994.3788
TRAINING OFFICER I	23.3160	2489.4314	5393.7680
TRAINING OFFICER II	23.4979	2508.8528	5435.8476
TRAINING OFFICER III	25.9125	2766.6577	5994.4250
INVESTIGATOR I	23.3160	2489.4314	5393.7680
INVESTIGATOR II	23.4979	2508.8528	5435.8476
INVESTIGATOR III	25.9125	2766.6577	5994.4250
8 Hour Positions			
INSPECTOR I	31.1179	2489.4320	5393.7694
INSPECTOR II	31.3607	2508.8560	5435.8547
INSPECTOR III	34.5831	2766.6480	5994.4040
PUBLIC EDUCATION OFFICER I	31.1179	2489.4320	5393.7694
PUBLIC EDUCATION OFFICER II	31.3607	2508.8560	5435.8547
PUBLIC EDUCATION OFFICER III	34.5831	2766.6480	5994.4040
COMMUNICATION OFFICER I	31.1179	2489.4320	5393.7694
COMMUNICATION OFFICER II	31.3607	2508.8560	5435.8547
COMMUNICATION OFFICER III	34.5831	2766.6480	5994.4040

Section 2. Compensation for Extra Hours Worked.

A. Call-Back Pay. As used in this Section, "Call-Back" shall mean calling in personnel from off-duty for the purpose of minimum staffing of companies.

All Bargaining Unit Members called into work while off duty shall be paid at a rate of one and one-half (1½) times the regular rate of pay for each hour worked resulting from such call. All Bargaining Unit members shall be called back through use of a voluntary callback list within their division. There shall be a minimum of three (3) hours pay for each such call. In no event shall any Bargaining Unit Member receive call-back pay as provided in this article unless he/she is called into work by the Fire Chief or his/her designee. It shall be understood that multiple call-backs may occur within any three (3) hour period, but the employee shall be restricted to one (1) paid call-back per list rotation.

Twenty-Four (24) hour Firefighters called back to duty shall be done by a voluntary call-back list. Call back to duty shall be done by seniority, by shift, using first, the list of the shift not scheduled to work the next calendar day and then the list of the shift scheduled to work the next calendar day. Twenty-Four (24) hour Firefighters shall be qualified for the position that needs to be filled. Bargaining unit members, as agreed upon by Management and the Local, may add or remove their name from the voluntary call-back list by making written notification to their Battalion Chief, who will coordinate with the Shift Commander to add or remove the name of the member to, or from, the call-back list within three (3) working days of receiving such notification.

When twenty-four (24) hour firefighters need to be called back to duty for

shift coverage, management will start at the top of the appropriate voluntary call-back list to fill the opening. When a call-back occurs again management shall start where they left off before. The calling will be done by the Shift Commander, Battalion Chief, or designee.

Twenty-four (24) hour Training Officers and Investigators shall not be allowed to add their names to the voluntary call-back list used to call back twenty-four (24) hour Firefighters or be allowed to be called back to fill positions for suppression Firefighters.

If management is unable to fill the necessary slot to meet required staffing through the voluntary call back procedure, which includes all off-duty personnel on the voluntary call-back list, then mandatory call back will be initiated beginning with the least senior qualified person and proceeding up the list until the slot is filled.

B. Overtime for Twenty-Four Hour Shift Employees. Twenty-four (24) hour shift employees (also referred to as suppression employees) who work in excess of a twenty-four (24) hour shift due to Holdover shall be paid at a rate of one and one-half (1½) times the regular rate of pay for the additional hours actually worked.

For the purpose of this section, employees who are absent from work due to the use of any earned and/or authorized paid leave shall be eligible for overtime when working in excess of a twenty-four (24) hour shift due to Holdover or Call-back as described above.

Twenty-four (24) hour firefighters who work while off duty, but not for the

purpose of being called in to staff apparatus, shall be paid at the rate of one and one-half (1½) times the regular rate of pay for each hour worked and shall receive compensation for a minimum of one (1) hour, or actual time worked, whichever is greater.

C. Overtime for Eight (8) Hour Employees. Eight (8) hour bargaining unit members, also referred to as eight (8) hour employees, who work in excess of forty (40) hours per week shall be paid at a rate of one and one-half (1½) times the regular rate of pay.

Functions eligible for one (1) hour minimum overtime pay, i.e., one and one-half (1½) times the regular rate of pay, or actual time worked, whichever is greater, include:

- Eight (8) hour personnel called in (not scheduled in advance) after hours;
- Off-duty personnel used for specialized functions or events (including, but not limited to, conducting physical agility tests, recruiting, etc.); and
- Approved time for meetings, court appearances, and the like.

Eight (8) hour personnel scheduled in advance to work after normal hours shall be paid for the actual time worked at a rate of one and one-half (1½) times the regular rate of pay.

D. Overtime Generally.

In order to be considered as valid overtime, the work and the time of performing it must be assigned and approved by the bargaining unit member's duly authorized supervisor.

A bargaining unit member may be required by his/her duly authorized supervisor to work overtime. Whenever possible, overtime assignments will be equalized among members of a working unit (consisting of qualified employees who would be most effective and efficient in completing work assignments on an overtime basis as promptly and effectively as possible).

Off-duty personnel used for specialized functions or events, including, but not limited to, conducting physical agility tests, recruiting, and the like, shall be scheduled based on qualification, availability, interest, and specific needs of the Department.

When on-duty personnel are used for specialized functions or events, including, but not limited to, conducting physical agility tests, recruiting, and the like, and it is necessary to back-fill positions, the call-back list and call-back procedures shall be utilized.

Any bargaining unit member found to be misusing and/or manipulating work assignments, schedules, and/or time off provisions in order to enable overtime assignment to himself/herself or to another employee, shall be subject to disciplinary action.

Section 3. Standby. The Bargaining Unit Members required to be on standby shall be determined by the Fire Chief, or his/her designee,, who shall may prepare a roster of employees assigned to standby. Assignments shall be posted on accessible bulletin boards of each facility.

All personnel assigned to standby shall be required to be easily reached and ready to work during the time they are on standby.

Safety equipment and procedures shall be used as during normal working hours.

Employees required to be on standby shall be provided a Fire Department vehicle,-subject to availability, at the Fire Chief's discretion.

A standby duty "period" shall be (normally) twenty-four (24) hours in duration, rotated among qualified employees. Eight (8) hour personnel shall not normally be on standby except when those temporary conditions warrant as determined by Members of Management. Eight (8) hour personnel required to be on standby shall accrue three (3) hours of compensatory time for every standby period. Twenty-four (24) hour personnel shall not normally be on standby nor be eligible for standby compensation except in a declared emergency. In the event that a twenty-four (24) hour employee is required to be on standby, he/she shall receive two (2) hours compensatory time for every twenty-four (24) hour period. Accrual limits of Compensatory time shall be governed by Section 9 of this Article.

An employee shall be removed from standby duty if deemed incapable by his/her supervisor, due to illness, or other sanctioned, cleared emergency as determined by the Fire Chief, or his/her designee.

Section 4. Advanced Education/Haz-Mat/Tech Compensation. Any

Bargaining Unit Member who has completed his/her probationary period and who has obtained an Associates Degree, Bachelors Degree, or Masters Degree and who has received at least a 2.0 overall grade point average shall qualify to receive additional compensation according to the following schedule:

\$20 per month for Associates Degree;

\$25 per month for Bachelors Degree; or

\$30 per month for Masters Degree.

Effective January 1, 2012 and thereafter any Bargaining Unit Member who has completed his/her probationary period and who has obtained an Associates' Degree, Bachelors Degree, or Masters Degree and who has received at least a 2.0 overall grade point average shall qualify to receive additional compensation according to the following schedule:

\$25 per month for Associates Degree;

\$50 per month for Bachelors Degree; or

\$60 per month for Masters Degree.

Effective January 1, 2012 and thereafter any Bargaining Unit member that receives or has received national certification for Haz-Mat Tech or national certification for structural collapse and on file with the Topeka Fire Department will receive additional pay according the following schedule, provided however, that no Member shall be eligible to receive additional pay for more than one national certification at any one time with a maximum of six hundred dollars (\$600) per year:

\$50.00 per month for Haz-Mat Tech

\$50 per month for Structural Collapse

Section 5. Health Insurance.

A. The Employer and the Union have agreed to cost-sharing for healthcare benefits as set forth within City of Topeka Contract No. 42395, Joint Memorandum of Agreement, a copy of which is attached hereto as Attachment A.

B. All retired bargaining unit members will be allowed to transfer to the City's Group Health Plan in accordance with K.S.A. 12-5040.

Section 6. Cafeteria Benefit Plan. The City agrees that bargaining unit members may be members of the existing city cafeteria benefit plan, established and recognized as a qualified I.R.S. 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, and will be subject to the same changes in the plan that may be made which would effect those other employees.

Section 7. Longevity. All bargaining unit members who regularly work a forty (40) hour work week shall receive longevity at the rate of ten cents (\$.10) per hour after five (5) consecutive years of uninterrupted service and four cents (\$.04) per hour for each additional year of continuous service up to a maximum of one dollar and ten cents (\$1.10) per hour.

All bargaining unit members who regularly work on a twenty-four (24) hour shift schedule shall receive longevity pay at the rate of seven and one-half cents (\$.0750) per hour after five (5) consecutive years service and three cents (\$.03) per hour for each additional year of uninterrupted service up to a maximum of eighty-two and one half cents (\$.8250) per hour.

Beginning January 1 2011, all bargaining unit members who regularly work a

forty (40) hour work week shall receive longevity at a rate of twenty cents (\$.20) per hour after five (5) consecutive years of uninterrupted service and eight cents (\$.08) per hour for each additional year of continuous service up to a maximum of two dollars and twenty cents (\$2.20) per hour. All bargaining unit members who regularly work on a twenty-four (24) hour shift schedule shall receive longevity pay at a rate of fifteen cents (\$.15) per hour after five (5) years of consecutive years of service and six cents (\$.06) per hour for each additional year of uninterrupted service up to a maximum of one dollar and sixty five cents (\$1.65) per hour.

Beginning January 1 2012, all bargaining unit members who regularly work a forty (40) hour work week shall receive longevity at a rate of thirty cents (\$.30) per hour after five (5) consecutive years of uninterrupted service and twelve cents (\$.12) per hour for each additional year of continuous service up to a maximum of three dollars and thirty cents (\$3.30) per hour. All bargaining unit members who regularly work on a twenty-four (24) hour shift schedule shall receive longevity pay at a rate of twenty-two and one-half cents (\$.225) per hour after five (5) years of consecutive years of service and nine cents (\$.09) per hour for each additional year of uninterrupted service up to a maximum of two dollars and forty-seven and one-half cents (\$2.475) per hour.

Section 8. Out of Classification Pay. When a Captain is designated by management to fill a Battalion Chief vacancy, the Captain shall work in the higher level capacity and shall be compensated for hours worked at his/her regular rate of pay plus two dollars (\$2.00) per hour for the added duties of Battalion Chief, commencing in 2014.

The four most senior Captains assigned to each shift shall take turns filling the

temporary vacancies of Battalion Chiefs. This will provide an even amount of opportunity to gain skill and experience in this out-of-class position. In the event that the four most senior Captains assigned to the shift are unavailable to fill a Battalion Chief vacancy, the most senior non-probationary Captain who is available and on duty will be assigned to the Out of Classification position.

A form letter will be completed by each non-probationary Captain to opt-out to fill a Battalion Chief vacancy, if they so choose. For calendar year 2013, letters will be submitted through the chain of command to the Deputy Chief of Operations by January 31, 2013. For calendar year 2014 and beyond, letters will be submitted by end of business December 31 of the previous year. Failure to complete the form letter by the deadlines established above will be considered an "opt-in". This election will be in effect for the following calendar year. A Captain that has chosen to opt-out will only be able to change their election at year end to be effective for the following calendar year.

Commencing January 1, 2014, if for more than six (6) consecutive shifts, an apparatus operator is absent for reasons other than vacation, personal leave, or Kelly Day, any lower ranked bargaining unit member who assumes the duties of the apparatus operator shall be compensated for hours worked at the rate of an additional \$2.00 per hour for the added duties.

Section 9. Compensatory Time. Compensatory time shall be accrued at a rate equivalent to the overtime rate. A maximum of one hundred-sixty (160) hours of compensatory time earned will be allowed to accrue for eight hour employees and a maximum of one hundred-forty-four (144) hours of compensatory time shall be allowed to accrue for twenty-four (24) hour employees. Officers do not have to take this time,

but may carry it over from year to year. An officer may at his/her sole discretion choose between taking overtime in pay or compensatory time at the time it is earned, provided that the Fire Chief or his/her designee may at his/her discretion, designate in advance compensatory time or pay for voluntary assigned overtime to enable control over staffing and budget allocation. Once an officer has elected to take overtime in compensatory time, there shall be no entitlement to receiving payment for said time other than in the form of approved leave. Utilization of compensatory time shall be scheduled with the approval of the appropriate member of management.

An employee in an eight (8) hour position moving to a twenty-four (24) hour position may carry over a maximum of one hundred forty-four (144) hours of compensatory time. Any hours above the maximum one hundred forty-four (144) hours will be paid to the employee at the appropriate rate.

Section 10. Uniforms.

- A. Original Issue. The City agrees to provide and maintain without cost to the employee, the following clothing to all firefighters upon hire:

FOR SUPPRESSION AND TRAINING

4 pair trousers

1 work jacket plus liner

3 short sleeve shirts OR 3 long sleeve shirts OR

a combination of both not to exceed 3 total

6 t-shirts

2 pairs non-safety footwear

1 belt

2 sweat shirts

4 shorts

1 winter coat (Training Officers only)

1 pair coveralls (Training Officers – only upon request)

In the event that a bargaining unit member transfers from suppression to forty (40) hour specialty, the City agrees to furnish:

FOR INSPECTION AND PEO

4 white shirts - long sleeve

4 white shirts - short sleeve (or combination of both, not to exceed (8) total)

4 pairs of semi-dress, washable slacks

2 Class A jackets, dress (PEO only)

1 winter coat

FOR INVESTIGATORS

4 pair trousers

1 work jacket plus liner

3 short sleeve shirts OR 3 long sleeve shirts OR

A combination of both not to exceed 4 total

6 t-shirts

1 pair non-safety footwear

1 belt

2 sweat shirts

1 complete Class A dress uniform

B. Cleaning. The City agrees to provide dry cleaning of all non-washable

clothing not to include civilian or personal clothing as follows:

1. Bargaining unit members in forty (40) hour Specialty Departments: Maximum of two (2) pair of pants per week, one (1) Class A dress jacket per month and one (1) tie per month.

2. All firefighters: One (1) dress uniform per year including one (1) tie.

C. Reimbursement. Investigators shall receive one hundred fifty dollars (\$150) per year for clothing reimbursement for civilian attire. Payment to Investigators shall be made on their last paycheck of the year.

D. Repair and Replacement. The Department shall be responsible for the repair and/or replacement of department issued uniform items no longer suitable for wear due to physical damage, contamination, aging, discoloration, size changes, or other situations deemed appropriate by the designated member of management. Replacement of nonsafety footwear is limited to one pair per year.

E. Standards. Work clothing must conform to Fire Department standards. Such standards shall include but not be limited to the manufacturer, color, style, etc. The Department shall provide a listing of work clothing and standards to all employees of the Department. All employees shall be responsible for maintaining their wearing apparel in a neat and presentable condition free of tears and holes.

Section 11. Firearms. The City agrees to provide the firearm, holster and ammunition to each Investigator in the event the Fire Chief determines to require the Investigators to carry sidearms. The City agrees to transfer title of a Department issued

weapon to a retiring member if the member has been carrying the Department issued weapon for a period of five years.

In the event the Fire Chief requires Investigators to carry sidearms, bargaining unit members agree to be bound by any standard operating procedures the Fire Chief implements regarding use of force, authorized weapons, and review of use of force incidents. Violations of these standard operating procedures may result in progressive discipline in accordance with Article IX of the City of Topeka Personnel Code.

Section 12. Benefits for Deceased Firefighters.

A. Lump Sum Benefit. Where a firefighter in regular pay status with the City dies from an illness contracted or an injury related to the performance of the firefighter's duties, the City shall pay the sum of \$10,000.00 to such beneficiary or beneficiaries as may be designated by the firefighter on his or her Kansas Police and Fire (KP&F) pension form. In the event the deceased firefighter has designated more than one beneficiary on the KP&F pension form, the City shall pro-rate the above sum based on the number of beneficiaries so designated and shall make payments on that pro-rata basis.

B. Continuation of Health Benefits for Dependents. For a period of 6 months following the death of a firefighter in regular pay status, who dies from an illness contracted, or an injury related to the performance of his/her duties, the City shall pay the difference between the cost of health and/or dental coverage under the firefighter's plan in force and effect at the time of his/her death and the cost of COBRA monthly premium which commences following said death.

Section 13. SCBA Technician. Employees certified as SCBA Technicians and designated at the sole discretion of the Fire Chief as Fire Equipment Repair Technicians, the duties of which shall include but not be limited to the: (1) repair and maintenance of SCBA; (2) intake and disbursement of medical and other equipment; and (3) intake, disbursement, and light maintenance of turnout gear and certain other fire equipment, as designated by the Fire Chief, shall receive one hundred dollars (\$100.00) per month incentive pay in addition to their regular pay.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 1. Maintenance. Twenty-four (24) hour firefighter personnel agree to perform daily routine work in connection with maintaining the fire stations and the grounds on which such buildings are located. For purposes of this section, such work shall not include painting or paint preparation which cannot be done safely or major carpentry, masonry, electrical, plumbing, roofing, heating, glass, or floor covering work. Twenty-four (24) hour Training Officers and Fire Investigators shall not be required to perform routine maintenance on buildings and grounds.

Eight (8) hour personnel shall not be required to perform routine work in connection with maintaining the buildings in which they are assigned or the grounds on which the building is located with the exception of maintenance personnel.

Section 2. Parking. Reasonable parking shall be provided by the City for on duty firefighting personnel provided that such space is not needed for other activities as may be determined by the Fire Chief, or his/her designee. Parking permits will be provided for Executive Board members to park at any City parking to be used only while doing Union business pursuant to the City's employee parking policy.

Section 3. Residency. Any bargaining unit member hired prior to January 1, 1982 shall be exempt from any existing or future residency requirements for the duration of this agreement.

Any bargaining unit member hired on or after January 1, 1982 will be required to reside in Shawnee County at a location which is no more than thirty (30) minutes travel time from their assigned reporting station, within 6 (six) months after completion of their

initial employment probation, and must maintain residency within the County for the duration of their employment with the City of Topeka. The parties agree to reopen this article for calendar year 2015 by either the Union or the City providing notice to the other on or before August 1, 2014.

If the governing body of the City repeals or amends the current residency requirements, bargaining unit members hired on or after January 1, 1982 shall be covered by the repealed or amended Residency Requirements Ordinance with the exception of the time period bargaining unit members are allowed to establish bona fide residency within the County, which shall remain as listed in the above paragraph of this section.

Section 4. Education Reimbursement. The purpose of the education reimbursement program is to promote improved productivity in City services. Each bargaining unit employee shall be eligible for education reimbursement under the following guidelines:

- A. **Tuition/Textbook Reimbursement.** Only full-time benefit eligible employees may be reimbursed for tuition/textbook expenses for academic or technical courses pursued through recognized educational institutions.
 - 1. The course must directly relate to the employee's current job duties, or any course including outside-the-major electives required for a degree or certificate in a field in which the employee would have a reasonable expectation of being promoted to while employed with the Topeka Fire Department and the employee must receive at least a 2.0 grade point average.

2. An amount not to exceed one thousand dollars (\$1,000) may be authorized and reimbursed annually for eligible employees.
3. An employee must complete the request for tuition/textbook reimbursement form as provided by the Human Resources Department and have the concurrence and signature of their immediate supervisor outside of the bargaining unit, the appropriate division head, the Fire Chief, or his/her designee, 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 and proof of payment for the course and/or textbook must be received by the Human Resources Department within two months after the ending date of the course in order for the employee to receive reimbursement.
4. The City will not reimburse employees for special interest courses completed by examination only, continuing education courses, late fees, lab fees, extracurricular fees or other course related materials and tuition covered by other sources such as government assistance to a veteran (GI Bills), grants, scholarships, and similar programs.
5. The Fire Chief, or his/her designee, shall make every effort to budget for and approve reimbursement for academic courses for

employees. The Fire Chief, or his/her designee, shall approve courses on a first-come, first-served basis in a non-discriminatory manner within appropriate budget constraints.

B. Educational reimbursement for Fire related schools or seminars approved pursuant to the provisions of Section 4 of Article 13.

1. An employee who is attending a fire related school or seminar shall be reimbursed as defined under the IRS per-diem for the region for meals and lodging.
2. Members may be required to share rooms and ground transportation if more than one member attends the same school or seminar.
3. Only the cost of the school or seminar will be prepaid by the Department.
4. Expenses for attending the school or seminar will be reimbursed by the Department when the member completes and submits the proper forms with proper receipts attached and providing that the total reimbursable expense does not exceed the total expenditure authorized by the Fire Chief.
5. The expense voucher provided for in paragraph 4 above must be accompanied by a concise and detailed report on the school or seminar including a listing of the classes attended and a statement relative to the applicability of information presented to the Topeka Fire Department.

Section 5. Legal Counsel. The City will provide legal representation for bargaining unit members against whom suit is brought in civil or criminal cases based on activities alleged to be within the scope of the bargaining unit member's official duties. The City will assume financial liability for all monies awarded to claimants as the result of activities found to be within the scope of such official duties; provided, however, that in situations involving unlawful or malicious actions, willful misconduct, or gross and wanton negligence by the bargaining unit member, the city shall not be liable for payment under this clause.

Provided, further, that in the event the City, city officials, and a bargaining unit member are sued as a result of actions arising out of the bargaining unit member's official duties, the bargaining unit member shall be provided with a list of local attorneys approved by Local 83 and the City, from which the bargaining unit member may select counsel of his or her choosing.

Section 6. Employee Assistance Program. The City and Union agree to cooperate in encouraging employees who are in need of counseling and/or assistance (or their families if in the form of family counseling) in such areas as but not limited to, alcoholism, drug abuse, financial and/or legal difficulties, family problems, and similar areas to undergo a program directed toward their rehabilitation. An employee may be required to seek appropriate remedial counseling if, in the determination of the Fire Chief the employee's personal behavior and/or activity is interfering with the job performance.

Referrals for assistance may be arranged confidentially through the contracting EAP provider by the Fire Chief or his/her designee, the Union Representative, the

individual and/or their family. The cost of an initial diagnostic referral shall be at the City's expense. Any subsequent expenses for treatment or diagnosis shall be the employee's responsibility.

This person will have no affiliation with the City or any officials beyond establishing the initial contract for services. This person will not report to the City or any City officials the names of employees or their families who are utilizing this service or the nature of any problems unless with the consent of the employee or when the nature of the problem presents a danger to the employee or others. The employee or his family will incur no expense for the assistance received with the licensed clinical psychologist or psychiatrist on retainer.

ARTICLE 17

DISCIPLINARY ACTIONS

Section 1. Progressive Steps. The City reserves the right to, with just cause, discipline, suspend or discharge employees for violations of City or departmental rules and regulations. Progressive discipline will be applied for infractions or a similar nature which are not serious enough to constitute just cause for immediate suspension or discharge. The progressive disciplinary process involves the following four progressive steps:

First Offense ----- Documented Verbal Reprimand

Second Offense -- Written Reprimand

Third Offense----- Suspension

Fourth Offense---- Termination

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

Section 2. Procedure. The progressive disciplinary system listed above is intended to serve as a warning to the employee that he/she needs to improve in the listed area and that repeated incidents may result in further progressive discipline.

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

Disciplinary actions of suspensions of fifteen (15) days or more will remain in the employee's personnel file but may not be considered for the purposes of promotion after twenty-four (24) months (from the date of the underlying incident) of continuous service free from additional disciplinary actions for violations of a similar nature.

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

1. Dishonesty in any form or degree.
2. Theft of property belonging to the City of Topeka.
3. Knowingly making false statements in matters relative to employment.
4. Insubordination.
5. Unreasonable and abusive treatment of a client, citizen, or other individual in the community or on the City of Topeka payroll.
6. Violation of the City's No Harassment or Discrimination policy.
7. Solicitation or acceptance of money or anything of value to influence decision in public matters or as a reward for such decisions.
8. Possession of any type of firearm, explosive or concealed weapon without specific authority.
9. Possession, sale, consumption or being under the influence of any alcoholic, narcotic or other non-prescription substance while on duty.
10. Other violations of a similar nature.

Any violation of policies, rules and/or regulations may constitute just cause for immediate suspension or termination depending on the circumstances related to the offense.

The Fire Chief, 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.

C. An employee who has received a disciplinary action of a suspension may make a written request to the Fire Chief to substitute accrued vacation leave for all or any portion of the suspension ordered on an hour for hour basis. The Fire Chief, shall have the sole discretion to either grant or deny the request including the number of hours which may be substituted. The employee who makes the request for substitution shall be deemed to have given up his/her right to grieve the decision to grant to deny the request and the decision of the number of hours granted.

D. The City may place the employee to be terminated on administrative leave with or without pay pending the resolution of any appeal filed under the grievance procedures of this agreement.

ARTICLE 18

GRIEVANCE PROCEDURE

Section 1. Definitions and Procedural Clarifications.

Grievance. An alleged infraction or inconsistency in the administration of a City or Departmental rule, policy, procedure, EEO matter, this Agreement or any other term or condition of employment as governed by this Agreement.

Applicability. This process shall apply to any employee who has been determined by the Public Employee Relations Board to be included within the appropriate unit of firefighters within the City of Topeka, Kansas. The resolution of grievances relating to matters governed by Civil Service rules and regulations may be pursued under the appropriate Civil Service remedy or under the provisions of this Article.

Employee Representation. An employee may represent him/herself through the fifth step of the grievance process with or without legal or other representation. Any costs incurred by the employee for outside counsel shall be the responsibility of the employee, regardless of the outcome of any decisions at any step of the process. Local 83 may initiate the grievance on its own volition.

Written Documentation. Any and all grievances proceeding to and beyond Step 2 of this process shall be on mutually agreed upon forms and shall include a grievance number provided by the Human Resources Department. All grievances and complaints must specify: the problem, including names, dates, places, and quotes, and why the preceding response did not reasonably resolve the problem. Incomplete grievances shall be returned to the grievant by the relevant party, and that grievant

shall have forty-eight (48) hours from the day the grievance was returned (exclusive of weekends and holidays) to complete the grievance and return it or it shall be considered null and void.

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

Failure to Respond. Time sequences shall begin on the day the grievance appeal and/or response is submitted to the appropriate party and the date of receipt shall be noted on the grievance form by the receiving party. A response due on a particular day will be timely if delivered before midnight on that day. In the event the grieving party fails to respond within the prescribed time sequences, the matter shall be considered resolved on the basis of management's last determination. In the event management does not respond within prescribed time sequences, the grievance shall automatically proceed to the next step of the grievance process, unless mutually agreed by the parties.

Notice of Intent to Arbitrate. Notices of intent to arbitrate shall be presented to the Director of Human Resources on the proper forms within the prescribed time sequences, and the Director of Human Resources shall request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service. Selection of an

arbitrator shall be made by alternately striking names until one name remains. The party that strikes a name first shall be determined by the flip of a coin.

Malicious/Harassing Intent. If it is found by the arbitrator that either party has referred a problem to arbitration for the purpose of harassment or if the grievance process was not adhered to in good faith or if either party demonstrated malice in forwarding the grievance, then the full cost of arbitration shall be borne by the guilty party.

Section 2. Policy/Rights. It shall be the policy of the City to prevent the conditions which may cause a grievance or complaint, and to deal promptly, fairly, objectively, and in good faith with grievances or complaints which may occur.

Eligible employees shall have the right, without being subjected to restraint, interference, discrimination, reprisal or harassment of any form, to utilize the grievance and complaint procedure when in his/her opinion an action taken against him/her was without just cause.

The employee and/or not more than two (2) representatives shall be granted on duty time off with pay (not to exceed two (2) hours with pay in a seven (7) calendar day period) to facilitate discussions and conferences with City supervisors and/or administrators relating to the resolution of a specific grievance.

The scheduling of such discussions and conferences shall be by agreement of the aggrieved employee, his/her representative(s) and the employee's immediate supervisor.

Local 83 shall furnish to the employer a list of its accredited representatives and will promptly notify the employer of any changes.

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

A Local 83 representative may be present with or without legal counsel at grievance proceedings involving matters of interest to Local 83.

Section 3. Grievance Procedure.

Step One. Informal Resolution. It shall be the policy of the City of Topeka to give individual employees or the Union an opportunity to discuss grievances with supervision in order to find mutually satisfactory resolutions as promptly as possible.

A grievance must be taken to a supervisor outside of the bargaining unit within (ten (10) calendar days following knowledge of a problem. If possible, grievances shall be settled at this level through discussion with the involved parties. Such discussions shall be completed within thirty (30) calendar days. If discussions do not resolve the issue, the matter shall be reduced to writing by the employee or the employee's representative within ten (10) calendar days following completion of discussions, and submitted to Step Two of this procedure. Nothing in this provision shall discourage the resolution of a grievance by lower level supervisory staff whenever possible.

The parties agree that neither the existence nor the utilization of this grievance procedure impairs or in any way interferes with the rights of any member of the bargaining unit to seek redress of any complaints, including an alleged violation of constitutionally protected substantive and procedural due process, in a court of law, unless said grievance is subject to final, binding arbitration as defined herein.

Step Two. The Union Grievance Committee, upon receiving a written, signed grievance petition, shall review the matter to determine if a grievance has merit and

shall advise the employee if the Union will support the grievance within ten (10) calendar days following the receipt of the grievance. In the event the Union will not support the grievance, the employee may participate alone in the remaining steps of this grievance procedure at the employee's sole expense, provided the Union shall be allowed to have a representative present and will be provided all documents associated with the grievance at the Union's expense.

Step Three. In the event Step Two does not resolve the matter, then within ten (10) calendar days of the Union Grievance Committee's decision in Step Two, the employee or Union may forward the matter to the Fire Chief, or his/her designee, who shall investigate the matter and render his/her written decision within ten (10) calendar days following receipt of the grievance. The Union or Employee shall have ten (10) calendar days from the date of receipt of the Fire Chief, or his/her designee's decision to either accept the decision or proceed to Step Four of this grievance procedure.

Step Four. In the event the grievant believes the Fire Chief's (or his/her designee's) written response does not resolve the matter, the grievant may, within ten (10) calendar days of receipt of the response, file his/her grievance with the Department of Human Resources. The Director of Human Resources, or his/her designee, accepting the grievance will sign and date the form, indicating receipt, and the employee shall be given a copy of the signed and dated form. The Director of Human Resources shall within ten (10) calendar days investigate and shall, unless sustaining the grievance, conduct an informal hearing giving all parties an opportunity to express their positions and shall, within ten (10) calendar days from the date of the hearing, deliver a written determination.

Step Five. The final step of the grievance process shall be final and binding arbitration as provided herein. Following receipt of the Director of Human Resources' determination in the matter, the union or employee shall have up to ten (10) calendar days to either accept the determination or issue a notice of intent to arbitrate. The notice of intent to arbitrate shall be in writing and shall be filed with the Department of Human Resources.

The City agrees to request FMCS rosters for arbitration within 10 (ten) days of being provided a notice of intent to arbitrate and pay the entire fee for such roster subject to reimbursement of $\frac{1}{2}$ the cost of the roster from the Union or Employee. In the event the Union, or Employee in the event of an arbitration not supported by the Union, fails to submit payment for its/their $\frac{1}{2}$ share of the costs of obtaining a roster from FMCS within ten (10) days of receipt of notice to arbitrate, the City shall make a written request for such payment. Failure to submit payment within twenty (20) days of the City's written request will result in a withdrawal of the notice and the matter shall be considered settled on the basis of the City's last determination.

Section 4. Arbitration Conditions and Restrictions. If binding arbitration is opted for by either the City, Union or the employee, Local 83 shall pay for one-half ($\frac{1}{2}$) of the arbitration fees and one-half ($\frac{1}{2}$) shall be paid by the City, provided, however, that Local 83 shall not be responsible for arbitration fees incurred in the event an employee chooses to take a grievance to arbitration without the concurrence of the Union. In such an event, the arbitration fees shall be borne equally by the employee and the City.

The parties will attempt to stipulate to the issues prior to the arbitration. If

stipulation on the issue is unattainable, each party shall prepare an issue statement. All issues must be submitted in writing to the arbitrator who shall rule only on the issues as stipulated or determined by the arbitrator based on the issue papers submitted by the parties. The parties may agree at any time prior to appointment of an arbitrator to mediation of any dispute utilizing FMCS.

The arbitrator shall consider all factors relevant to a dispute, including attempted resolution of problems at preceding steps of the grievance process, whether or not a grievance is being addressed in good faith by either party, and shall attempt to render a decision within thirty (30) days following completion of hearings and/or submission of post-hearing briefs.

Arbitrations hereunder shall be conducted in accordance with the Ethical and Procedural Standards recommended by the American Arbitration Association.

The arbitrator shall not add to, nullify, modify, ignore, amend, or delete any City Ordinance, Council Directive, Departmental Rule, Regulation, or Policy applicable to the dispute being arbitrated.

Either party desiring a transcript of arbitration hearings shall be responsible for the cost of such transcripts.

Finding of the arbitrator shall be final and binding unless the arbitrator's decision exceeds the limits stated herein. If the arbitrator rules outside the scope of his/her authority, his/her decision will be null and void.

Only issues arising following adoption of this policy shall be eligible for arbitration. The arbitrator shall decide:

- A. Arbitrability of the issue(s);

- B. Whether or not this Agreement has been violated based on the issue(s) presented to the Arbitrator;
- C. Good faith adherence to the process;
- D. The procedures to be followed in the arbitration proceedings and the timeliness of requests for arbitration.

ARTICLE 19

PREVAILING RIGHTS

The City and Union agree to continue existing employee practices and benefits not specifically referred to or modified in this Agreement, provided that continuance of any such benefits shall be consistent with the Management's Rights section of this Agreement and shall in no manner detract from management's ability to conduct business as stated herein.

It is also agreed by and between the parties that all ordinances now in force or hereinafter enacted by the Governing Body, which describe specific benefit and/or condition of employment areas for Local 83 bargaining unit members, shall be referenced as a part of this Agreement.

It is further agreed that bargaining unit members shall be covered by Civil Service provisions as they pertain to initial placement, promotion, and appeal of disciplinary actions as prescribed by Civil Service ordinances and regulations.

ARTICLE 20

COST CONTAINMENTS

The parties hereby agree that the Union shall aid the City in every possible and conceivable manner to avoid the waste of the Fire Department's assets. Local 83 further agrees that they will aid the City to the best of their ability toward acquisition of the uniform goal of increasing the efficiency of all operations which are carried on by the Topeka Fire Department.

ARTICLE 21

MANAGEMENT RIGHTS

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

1. Direct the work of the employees;
2. Hire, promote, demote, transfer, assign, and retain employees in positions within the public agency;
3. Maintain the efficiency of governmental operations;
4. Discipline, suspend and/or discharge employees for proper cause;
5. Take actions as may be necessary to carry out the mission of the agency in emergencies as declared by the City Manager;
6. Determine the methods, means and personnel by which operations are to be carried on;
7. Relieve employees from duties because of lack of work or for other legitimate reasons.

ARTICLE 22

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action, the remaining parts or portions of this Agreement shall remain in full force and effect.

This Agreement is subject to all Federal and State laws, provided that should any change be made in any of these laws which would be applicable and contrary to any provisions contained herein, such provisions herein contained shall be revised as provided herein.

This Agreement shall be binding on any subsequent Union or City elected officials, and no provisions, terms, or obligations herein contained shall be changed for the duration of this Agreement without the mutual consent of both parties. Discussions concerning any changes in this Agreement may be initiated with at least a two (2) week notice to the other party unless mutually agreed by the parties.

ARTICLE 23

FIRE SUPPRESSION PROMOTIONAL EXAMINATION PROCEDURES

Promotions to the ranks of Apparatus Operator, Lieutenant and Captain are governed by the provisions of all Sections of this Article except for the provisions of Section 10. Promotions to the ranks of Firefighter 2nd class, Firefighter 1st class and Advanced Firefighter are governed by the provisions of:

Section 1. Only the provisions of Subsections A, B, C & D2 apply.

Section 2. Only the provisions of Subsections A, G1 & G5 apply.

Section 8. Subsections A, B & D will apply to infractions that occur after the date this contract is signed.

Section 9. Only Subsection A applies.

Section 10. All provisions apply.

Section 1. Promotional Examination Guidelines.

- A. Written examinations will be administered through the administrative staff of the Fire Department.
- B. Test questions and answers will be selected and established by the Fire Chief, or his/her designee.
- C. Test preparations.
 - 1. Periodic exams will be given to all on duty fire suppression personnel as a means of preparing them for future promotional exams. Following an exam the participant shall receive a written statement of results from the duly authorized test administration.

2. The tests will be related to upcoming questions on promotional exams.
 3. Tests shall be graded by the Training Division upon completion with the participant present.
- D. To be qualified for a promotional test;
1. Applicants (for Apparatus Operator, Lieutenant, and Captain), must maintain an average of seventy percent (70%) on periodic examinations over the last five (5) year period.
 2. Applicants (for Firefighter 2nd class, Firefighter 1st class and Advanced Firefighter), must maintain an average of seventy percent (70%) on periodic examinations from the date of hire.
- E. The Promotional Board shall consist of one training officer, two members of Management and two Captains selected by the Union. The Board shall monitor all promotional test procedures.

Section 2. Promotional Test Eligibility.

- A. To be considered for promotion from Firefighter 3rd class to Firefighter 2nd class, Firefighter 2nd class to Firefighter 1st Class and Firefighter 1st Class to Advanced Firefighter an individual must hold the prior rank for one (1) year.
- B. To be considered for promotion, ninety percent (90%) of the senior person's time with the City of Topeka in a bona fide fire service capacity is required. Individuals must be an Advanced Firefighter to be considered for Fire Apparatus Operator; a Fire Apparatus Operator to be considered

for Lieutenant; a Lieutenant to be considered for Captain.

- C. If the ninety percent (90%) clause does not present a minimum of five (5) applicants, or at least a sufficient number of applicants plus five (5) to fill the foreseeable vacancies at the time, then ninety percent (90%) of the second senior persons will be in operation; ninety percent (90%) of the third; of the fourth, etc., until this number of personnel are taking the test.
- D. In case the ninety percent (90%) clause at any time, including first, second, third, and fourth examples, brings in a list of personnel who all went into service on the same date, then this entire group will take the test.
- E. A minimum score of seventy percent (70%) must be met (this includes any deductible point loss from personnel records) to qualify for the promotion. Candidates who have met the seventy percent (70%) requirement shall be promoted in order of seniority when there are different dates of hire.
- F. In the event candidates up for promotion have the same date of hire, the candidate with the highest final score shall be promoted first. If candidates with the same date of hire have the same final score, the candidate listed highest on the current seniority roster will be promoted first.
- G. The categories from which personnel shall be examined, for the respective rank of test given, must be restricted to:
 - 1. The I.F.S.T.A. Essentials Manual, Topeka Fire Department General Orders, Rules and Regulations (in effect for at least sixty (60)

calendar days prior to the time of the test) for promotional examinations from Firefighter 3rd Class to Firefighter 2nd Class, Firefighter 2nd Class to Firefighter 1st Class, Firefighter 1st Class to Advanced Firefighter.

2. The I.F.S.T.A. Pumping Apparatus Driver/Operator Handbook, I.F.S.T.A. Aerial Apparatus, Topeka Fire Department General Orders, Rules and Regulations (in effect for at least sixty (60) calendar days prior to the time of the test) for promotional examinations from Advance Fighter to Apparatus Operator.
3. The Topeka Fire Department Training Manuals, I.F.S.T.A. Manuals, General Orders and Rules and Regulations (in effect for at least sixty (60) calendar days prior to the time of the test).
4. Additional questions for Lieutenant and Captain positions may be from the following sources: Reports they are required to file daily, monthly, or yearly, including a summary from Kansas Fire Incident Reports.
5. Additional Topeka Fire Department forms and reports may be required for officer positions.
6. Promotional tests shall consist of multiple choice questions.

Section 3. Probationary Periods.

A. All promotions shall be followed by a one (1) year probationary period with an evaluation made at the end of that period based upon the following information:

1. Personnel and Training Records.

2. A personal interview by the Promotion Board which takes place at least sixty (60) days before the one (1) year probationary period ends.

B. No employee will be promoted to the next higher rank until they have successfully completed their probationary period in the rank they currently hold.

Section 4. Notification. Notice of a forthcoming promotional test shall be posted in all fire stations and departments at least sixty (60) days prior to the test being given.

Section 5. Absence/Exemptions. Any eligible member choosing to be examined as defined in the preceding sections shall request absence from the testing as soon as possible. The following are reasons for excused absence:

- A. Death or serious illness of an immediate family member as defined in Section 1 of Article 11 of this agreement.
- B. Extended illness of the member with an accompanying doctor's report.
- C. The applicant's vacation was scheduled prior to the sixty (60) day notice.

Any member determined eligible for promotional testing who is absent and has not obtained an excused leave shall be removed from the list of those eligible to be tested, and will not become eligible until the next promotional test is given.

Section 6. Testing Times and Locations. The test shall be given one (1) time at one (1) location to all eligible personnel. Arrangements will be made for all eligible, on duty personnel to take the test at the location designated by the Fire Chief, or his/her designee.

Section 7. Test Grading.

- A. No questions will be allowed regarding the test until grading is completed.
- B. Testing and Grading will be by the Promotion Board immediately following the test.
- C. Each rank shall have three (3) tests with the same tests given on the promotion test day.
- D. If a tie occurs and the candidates have the same date of hire, the candidate listed highest on the seniority roster will be promoted first.
- E. The test to be given to any eligible member who has an excused absence shall be selected by the Promotion Board.
- F. All participants will receive a written statement of their test grade, signed by the person or persons giving the test.

Section 8. Promotional Ratings. All personnel taking a promotional test shall have their personnel and training records reviewed for evidence of reprimand or suspension. Any standing written reprimand or suspension shall result in the following point loss in the participants overall test score.

- A. Written reprimand. Ten (10) points loss to be reduced two (2) points per year of good conduct after reprimand.
- B. Suspension following a written reprimand. Twenty (20) point loss to be reduced four (4) points per year of good conduct after suspension.
- C. Immediate suspension. Removal from list of eligibility. Will become eligible on following eligibility list.
- D. If any suspension or reprimand is overruled, all rights will be restored on the list of eligible candidates for promotion.

Section 9. Promotion Ranking System.

- A. Firefighters:
 - 1. 50 question test
 - 2. 100 total points possible
 - 3. 70% of the total points required for passing after point loss
- B. Officers:
 - 1. 100 question test
 - 2. 100 total points possible
 - 3. 70% of the total points required for passing after point loss
- C. Upon completion of promotion procedure, a list of promotion standings shall be established and posted in all fire stations and departments within the Fire Department. This list will be used until it is depleted. This list and its order of promotions is subject to variation with subsequent disciplinary actions (see preceding section) and/or a person's ability to maintain a 70% or better average training score.

Section 10. Failure to Pass Exam.

- A. A Firefighter 3rd class who fails the Firefighter 2nd class exam on his/her first attempt, shall be eligible to take another such examination ninety (90) days from the date of failure.
- B. A Firefighter 2nd class who fails the Firefighter 1st class examination or a Firefighter 1st class who fails the Advanced Firefighter examination may take the appropriate examination on an annual basis.
- C. An Advanced Firefighter, Apparatus Operator or Lieutenant who fails a

promotional exam will be allowed to take the next scheduled exam. Upon passing of subsequent exam, the employee will be promoted at the top of said testing groups. After promotion to said rank, the employee shall return to their original hiring group for future promotional exams.

ARTICLE 24

RULES AND REGULATIONS

The City agrees to allow Local 83, IAFF, to provide written input concerning departmental rules and regulations, SOP's, and SOG's prior to their presentation in final form to the City Manager for ratification and implementation. The Union will have two (2) calendar weeks to provide information to management which would have bearing on the fundamental issue addressed by any specific policy. If input is not received within the two (2) week period, it shall be assumed that the Union does not have any principle difference in the intended implementation of any such policy.

While the Union will have input into the policy, it should be clearly understood that the promulgation of departmental rules and regulations is a Management prerogative and is not hereby abbreviated or compromised in any manner. Management does, however, agree to give full and due consideration to timely written arguments presented by the Union regarding set departmental rules and regulations.

ARTICLE 25

WELLNESS-FITNESS INITIATIVE

Section 1. Implementation. The parties agree to implement the Joint IAFF-IAFC Wellness-Fitness Initiative. By March 13, 2013, a committee of management and employees will be formed to customize the initiative specific to the Topeka Fire Department.

Section 2. Costs. To support the Wellness Fitness Initiative, there shall be three (3) bargaining unit members, comprising of one (1) member per shift, who will become certified peer-fitness trainers for the program. The Union agrees to share half the cost of the initial certification for three (3) peer-fitness trainers. Those certified peer-fitness trainers will receive incentive pay in the amount of one hundred dollars (\$100.00) per month, not to exceed \$1200.00 per employee per contract year. Certification incentive pay will commence upon completion of certification. The peer-fitness trainers will be bargaining unit members and will be selected from those who apply for consideration based on seniority.

Section 3. Wellness Fitness Program.

All members are eligible to participate in a wellness program with the City Wellness Center by registering with the Wellness Center. The member shall have full access to the facilities within the Wellness Center.

ARTICLE 26

WELLNESS AND TRAINING FUNDS

Section 1. The City agrees to provide up to \$100,000 during the period of this contract to fund the Wellness-Fitness Initiative, as well as other mutually agreed to training initiatives, with a minimum of 90% of such funding to be allocated to bargaining unit members. The wellness and training funds may also include the following: Paramedic recertification hours, officer development programs, certification programs and other mutually agreed upon training initiatives.

ARTICLE 27

VACANCIES

The City agrees that when a permanent vacancy occurs in an Apparatus Operator, Lieutenant, or Captain position in suppression it shall be filled immediately upon official severance of the vacating department member at the entry salary rate of the vacant position by the next employee on the applicable eligibility roster. Failure of an employee to assume such a position shall cause removal of an employee from the eligibility roster.

Nothing in this section shall prohibit the Fire Chief, or his/her designee, from determining whether or not permanent vacancies other than Apparatus Operator, Lieutenant, or Captain in suppression exist and whether or not permanently filling such other positions is in the best interest of the Fire Service. A permanent vacancy means a position which is open and not subject to a pending grievance or arbitration. In the event of a captain or apparatus operator vacancy created by a disciplinary action that is the subject of a pending grievance or arbitration, the employee filling such vacancy shall be compensated for hours worked at his/her regular rate of pay plus two dollars (\$2.00) per hour for the added duties.

ARTICLE 28

MINIMUM FIREFIGHTER STAFF

It is agreed between the City of Topeka and Local 83 that at least four (4) firefighters will be assigned to each first line fire company; provided, however, that at any time the City may alter this staffing pattern so long as there will be enough personnel present at each fire station so that when a fire truck leaves the station on a call, there will be three (3) firefighters staffing the said vehicle, except in inadvertent emergency situations not brought about by the City.

It is further agreed that any supplemental equipment used by firefighters to aid them in the performance of their jobs shall be considered as part of their first line company. Personnel on both the first line company and the supplemental equipment shall be counted in meeting the above staffing requirements for the personnel assigned to the first line company.

Supplemental equipment may be delivered to an ongoing incident by less than three firefighters so long as a first line piece of equipment is not taken out of service. EMS Squads shall be operated by two or more fire personnel, who each possess not less than certification at the level of EMT, for the sole purpose of providing Emergency Medical Service. Except in inadvertent emergencies not brought about by the City, one of the personnel assigned to an EMS Squad shall be an officer. EMS Squads (I.E. brush truck, suburban & pickup) shall not be first line equipment. Supplemental equipment or EMS Squads shall not be manned unless all first line companies are in service. Manning for supplemental equipment and, including but not limited to EMS Squads, shall not prohibit members from utilizing the various leave and vacation time

provided for in this contract.

Any time a piece of reserve equipment is staffed and placed in service, as a first line company, it shall meet the staffing clause as set forth in this contract.

Twenty-four (24) hour Training Officers and Investigators shall not be utilized to maintain staffing levels of first line fire companies. Twenty-four (24) hour Training Officers and Investigators shall be subject to emergency transfers as defined in Article 5, Station and Work Assignments, Section 3, Emergency Transfers.

ARTICLE 29

DRUG SCREENING POLICY

Section 1. Definitions.

Aliquot - A portion of a specimen used for testing.

Bargaining Unit Officer - Any officer on the Topeka Fire Department in the pay grade of Lieutenant or Captain.

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

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

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

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

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

implement and administer these procedures.

Department Head - Person in charge of the Topeka Fire Department.

Division Head - Person in charge of a division of the Topeka Fire Department.
(i.e., Training, Fire Prevention, Investigation)

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

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

Employee - An individual employed by the City of Topeka.

Fire Department Officer - Any officer on the Topeka Fire Department holding the rank of Lieutenant or above.

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

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

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

Reportable incident-Any personal injury or property damage involving a City employee that occurs on or off City property during assigned work hours, as well as any incident involving an employee operating a City vehicle or equipment that can be operated on public right-of ways.

Suppression Chief – Deputy Chief of Operations, Shift Commander and Battalion Chief.

Section 2. Policy Statement

A. Policy/Procedure:

1. The City of Topeka has a commitment to a drug-free work place.
2. This policy applies to drug screening, education, and rehabilitation for city employees who are suspected of substance abuse, or required to test after a reportable incident—all pursuant to the provisions set forth herein.
3. Drug screens may screen for alcohol and any drugs listed in Schedule I or II of the Kansas Controlled Substances Act, K.S.A. 65-4101*et seq.* Test levels (threshold limits) shall conform to the mandatory guidelines for federal workplace drug testing programs established by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Department of Health and Human Services (HHS). As such, the list of analytes and test methodologies are subject to change. Current test levels are reflected within Exhibit A to the City's ARR 102.
4. Specimens collected pursuant to this policy will be used only to test for those substances specified in these procedures and may not be used to conduct any other analysis or test unless otherwise authorized by law or the individual.
5. Alcohol testing will be conducted by a certified Breath Alcohol Technician (BAT) utilizing an Evidential Breath Testing (EBT) device which meets the requirements established by the conforming products list published in the Federal Register. An initial EBT reading of less than .02 shall be considered a negative

screen. An initial EBT reading of .02 to .0399 will result in the necessity of a second test occurring within 20 minutes in order to make a determination of positive. If the second test falls within the same range, the individual will be removed from his/her duty assignment for a time not less than 24 hours following administration of the test. All records of EBT test results falling within the .02 to .03999 range under this policy shall be destroyed and not utilized in any other testing or disciplinary action.

6. A reading of .04 or greater on the EBT will result in the necessity of a second test within the time-frame noted in paragraph 5 above. A second EBT test result of .04 or greater will result in the employee being placed on Administrative Leave and directed to the Employee Assistance Program (EAP) for referral to an appropriate drug assessment and education or treatment program approved by the EAP.

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

8. Individual drug screen records maintained by the Director pursuant to this

policy shall be considered confidential by the City and its representatives to the extent it is appropriate and feasible to observe reasonable expectations of privacy on the part of the individual.

9. Employees shall be informed of the City's drug screening policy prior to being subjected to any drug screens.

10. Chiefs or those persons who have responsibility to administer the City's drug screening policies and procedures shall receive training approved by the Director. In the case of the Topeka Fire Department's contract, Bargaining Unit Officers will also receive this training. For the purpose of this policy, "employees who have responsibility for administering the City's drug screening program" means department heads and their respective administrative and managerial staff who may have responsibility for advising or notifying s employees, preparing and maintaining forms or proposing disqualification or disciplinary actions pursuant to the drug screening policy.

11. Employees may be screened under the following circumstances pursuant to the provisions set forth herein:

- A. Reasonable Suspicion Testing.
- B. Post Reportable Incident Testing.

12. An employee required to submit to a drug screen shall be advised of the following:

- A. Methods of drug screening which may be used;
- B. Substances which may be identified;
- C. Consequences of a refusal to submit to a drug screen or of a

confirmed positive result;

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

E. The right to request that the specimen be split in order for the employee to cause a separate screen to be made with all costs associated thereto to be paid by the employee. This right applies with testing for non-alcohol substances.

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

14. An employee shall be informed of the drug screening specimen collection location and time. The employee shall be responsible for reporting to the collection site at the scheduled time.

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

B. An employee who is requested to submit to a drug screen shall be provided transportation to the testing site by a Suppression Chief who shall identify the employee for the testing facility.

C. Failure by an employee to report to the collection site at the scheduled time shall be considered refusal to submit to a drug screen as a condition of employment and shall be considered a failure by the to fulfill a

condition of employment, resulting in the employee's immediate removal from the employee's duty assignment.

15. Drug screening results shall be reported in as timely a manner as reasonable and be revealed only to the employee and those persons authorized by the Director as having an established need for the information.

16. A permanent employee who receives a confirmed positive result and who has not previously had a confirmed positive result shall be directed to the Employee Assistance Program for referral to an appropriate drug assessment and education and/or treatment program approved by the appropriate EAP.

A. An employee will be granted leave to participate in an appropriate and approved education and/or treatment program pursuant to this policy for a period not to exceed an aggregate of 60 working days. Upon recommendation of the program provider, leave may be approved beyond these limits solely at the discretion of the Director if the recommended program warrants such an extension.

B. Leave to participate in education and/or treatment programs, as outlined in paragraph A above, shall be granted with pay to the extent the employee has accrued leave and without pay thereafter.

C. The employee shall be required to provide verification to the Director that the employee is participating in an appropriate and approved education and/or treatment program to receive approved leave.

D. The department head shall review the job duties required of the employee to determine whether the employee poses a threat to safety or

health at the work site while undergoing out-patient or after-care treatment. The department head may reassign the employee to a light duty assignment in accordance with Article 10, Section 6 of this agreement.

E. Refusal by an employee to enter into an appropriate and approved drug assessment and education and/or treatment program may be grounds for termination. An employee may appeal his/her assignment to a specific program to the Director. The Director shall then determine the appropriate program and the employee shall be required as a condition of continued employment to participate in the program determined to be appropriate by the Director.

17. On completion of the recommended education and/or treatment program, the employee shall be required to provide or release clinical verification to the Director that the employee has successfully completed the recommended education and/or treatment program.

A. For the purposes of the City's drug screening program, successfully completing the recommended education and/or treatment program means the employee achieved and maintained a drug-free state which will normally be determined by a "negative" result from an authorized drug screen.

B. All employees who have entered a program as specified in this section shall be required, as a condition of continued employment, to submit to a drug screen once each quarter for a period of eighteen (18)

months commencing sixty days after the date of the drug screen. The specific date each quarter on which the drug screen shall be made shall be at the discretion of the Director and shall not require advance notice to the employee.

18. An employee who receives a confirmed positive result shall be subject to dismissal as follows.

A. The employee shall be subject to dismissal if the employee is serving an initial employment probation at the time the Director is notified of a confirmed positive result.

B. The employee shall be subject to dismissal if the employee fails to successfully complete an appropriate and approved drug assessment and recommended education and/or treatment program.

C. The employee shall be subject to dismissal if the employee has had a confirmed positive result within the previous five years.

D. The employee shall be subject to dismissal if the employee is classed as a seasonal or temporary employee.

19. This policy shall not preclude the department head from proposing disciplinary action for other aggravating circumstances that occur in addition to a confirmed positive result and which are normally grounds for discipline.

20. Any current employee who intentionally tampers with a sample provided for a drug screen, violates chain-of-custody or identification procedures or falsifies a test result shall be subject to dismissal.

21. If an employee has reason to believe that technical standards were not

adhered to in deriving the employee's confirmed "positive" result, the result may be appealed in writing to the Director within 14 calendar days of receiving written notice of the result.

22. An employee shall be afforded due process in accordance with the grievance procedure within this labor agreement if a disciplinary action results from the drug screening process or the employee alleges other violations of this policy.

23. Only the Director has the discretion to authorize additional tests by the original or a different laboratory on the same or a new specimen, if the Director determines that the technical standards established for test methods or chain-of-custody procedures were violated in deriving a confirmed positive result or has other appropriate cause to warrant additional tests. However, the employee may request and pay any costs associated with an additional drug screen of the original specimen taken for a drug screen by the contracted drug screening facility.

24. The drug screen shall be completed if reasonable suspicion exists that an employee is abusing a drug even if it is determined that the employee is using prescription drugs or medications under the care of a licensed physician. However, in such a case the employee shall be referred to the Medical Review Officer for an evaluation of the employee's ability to perform usual job tasks or whether reasonable accommodations need to be made for the employee's condition which requires the medication.

25. The City recognizes that patterns of behavior that may indicate drug use

may also be signs of mental or physical illness. If an employee has a drug screen that involves a physical or mental function and that drug screen is negative, the employee will be referred to the City's health care provider for evaluation for any handicapping condition that may be contributing to the poor work performance.

26. Except where specifically specified in this policy, all expenses for drug screening and occupational health evaluations will be incurred by the City.

Section 3. Authority of Officers.

BARGAINING UNIT OFFICERS shall have the authority and responsibility to document occurrences which may be determined to constitute reasonable suspicion as provided in the following section of this policy.

SUPPRESSION CHIEFS OR DIVISION HEADS shall have the authority and responsibility to document occurrences or assist the BARGAINING UNIT OFFICERS in documenting occurrences which may be determined to constitute reasonable suspicion.

DEPUTY CHIEFS shall have the authority, acting in concert with department heads, the City Attorney and the Director, to determine that reasonable suspicion exists and to require that a drug screen shall be taken. In addition, Deputy Chiefs shall have the authority to make a determination that an employee shall be removed from his/her position pending a drug screen if allowing the employee to continue with his/her duties might pose a threat to the safety or health of the employee, the workforce or the public.

Section 4. Identifying And Documenting Reasonable Suspicion.

A. Reasonable Suspicion. Reasonable suspicion may be documented by any member of the Topeka Fire Department. Identifying and documenting

reasonable suspicion shall follow the chain-of-command.

B. Situation Requiring Immediate Action. Situations requiring immediate action (drug screen request) on the part of the Deputy Chief or Department Head include:

1. An on-the-job accident which appears to have been the result of or contributed to by the employee being under the influence of drugs or alcohol;
2. An on-the-job incident that appears to have been caused by or contributed to by the use of drugs;
3. Direct observation by a Suppression Chief, or Division Head, or information reported to and supported by documentation or subsequently verified by the Bargaining Unit Officer, that the employee is unable to carry out the responsibilities of the job, or may be a threat to safety due to suspicion that the employee may be under the influence of drugs or alcohol; and
4. Physical on-the-job evidence of drug use by the employee.

An on-the-job accident, incident or failure to execute job responsibilities does not necessarily indicate drug abuse. However, if any Fire Department Officer observes or learns of any of these situations, and there is reason to believe that the employee may have been under the influence of drugs or alcohol, a Suppression Chief or Division Head must be notified immediately and must make a determination if the incident rises to the level of reasonable suspicion. A Suppression Chief or Division Head will make the determination to

proceed with the steps required by this policy to request that the employee undergo a drug screen due to reasonable suspicion.

In situations requiring immediate action (a drug screen request), the Fire Department Officer will first document the incident which led the Suppression Chief or Division Head to believe the employee may have been impaired due to being under the influence of drugs or alcohol. The documentation shall include a full description of the incident including date, time, people involved, behavior, reactions and how performance was affected or how safety was threatened.

The Suppression Chief or Division Head shall continue to document the situation through notification of and confrontation with the employee as provided in this policy. If the employee may be a threat to safety or may cause undue disruption of work activity, the Fire Department Officer shall see that the employee does not perform his/her assigned duties while decisions are made regarding the drug screen request.

The Suppression Chief or Division Head will then make every effort to confer with the his/her immediate superior or management staff before taking action to remove the employee from the work area. However, in an emergency (accident or threat to safety) it may not be possible to make timely contact with these parties before requiring the employee to leave the work area.

C. Patterns of Deteriorating Performance. When an employee begins to show a pattern of deteriorating job performance, the Fire Department Officer shall take a series of steps over a period of time, each of which requires full documentation. Being under the influence of drugs or alcohol can affect an

employee's job performance in many ways and Fire Department Officers must be aware of them. Fire Department Officers need to document the following trends if they appear and the employee has no reasonable explanation for his/her behavior.

General Trends:

Excessive absenteeism; peculiar excuses for absences;

Excessive use of sick leave, particularly for minor illnesses such as colds, flu or stomach problems;

Frequent absences after scheduled days off;

Excessive tardiness;

Long breaks; frequent trips to the bathroom, break area or parking lot and frequent early departures from work;

Higher than normal accident rates;

Changes in appearance, such as flushed face, red or bleary eyes,

Carelessness in dress or appearance; hand tremors; needle marks on the arms.

Smelling of alcoholic beverages or of metabolic byproducts of alcohol, or smelling of marijuana smoke.

Altered consciousness or other signs of central nervous system dysfunction such as lack of coordination, slurred speech, unexplained difficulty in hearing or seeing.

Agitated or aggressive behavior.

Performance Related Trends:

Inconsistent work patterns or disruption of work patterns;

Decreasing reliability; procrastination; memory gaps;

Tendency to neglect details formerly not neglected;

Friction with co-workers; placing blame on others;

Making consistently bad decisions; missing deadlines;

Requesting different job assignments;

Seeking loans from co-workers;

Wasting office supplies or materials due to errors;

Poor service to the public; complaints from the public;

Lack of cooperation; confusion;

Decreased productivity or quality of work; and

Morale problems; unacceptable behavior.

Fire Department Officers should be cognizant that there are obviously other explanations for such trends. Fire Department Officers are not to jump to conclusions, must use good judgment, and must follow the procedures as outlined in this policy.

Documentation of patterns of deteriorating work performance is extremely important to the drug screening program. The documentation provides the basis for a requirement that an employee submit to a drug screen. The performance evaluation process may also be used as part of the documentation.

Fire Department Officers must document actual events and observations rather than hearsay. Documentation will include specific dates, times, people

involved, behavior, reactions, overall performance and a general discussion of the circumstances. Fire Department Officers shall not include medical diagnoses, conclusions about medical conditions or opinions about the causes of the observed behavior.

A Deputy Chief or Department Head is not to request that an employee submit to a drug screen based on an isolated situation unless the situation falls within section B above. Nor is a Deputy Chief or Department Head to request that an employee submit to a drug screen without a Suppression Chief or Division Head having first counseled the employee about a pattern of deteriorating job performance.

During the counseling session, the Fire Department Officer is not to diagnose the employee's problem, but is to point out where and how the employee's work performance has deteriorated. No mention of the employee being under the influence of drugs or alcohol may be made during these counseling sessions. The Fire Department Officer must be careful not to make statements that could be construed as defamation of character. The Fire Department Officer shall provide the employee with suggestions as to how to improve the employee's work performance to a satisfactory level during the counseling sessions. The Fire Department Officer is to encourage the employee to self-refer to the Employee Assistance Program to deal with any problems that might be causing the situation which is affecting the employee's work performance.

A Fire Department Officer must have counseled the employee at least

once. Then a Battalion Chief, Shift Commander or Division Head must have counseled the employee at least once before the Deputy Chief or Department Head requests a drug screen unless such drug screen is required pursuant to Section B above. The counseling sessions must be documented thoroughly.

If an employee's job performance has not improved after the documented counseling session and the employee continues to exhibit some of the characteristics outlined above, the confirming documentation shall be presented to the Deputy Chief or Department Head.

The Deputy Chief and the Department Head shall discuss and review the documentation to determine whether the circumstances constitute reasonable suspicion that being under the influence of drugs or alcohol is the reason for the employee's deteriorating job performance. Factors to consider include the general trends and patterns outlined above and comparisons with the employee's previous work performance.

If the Deputy Chief and the Department Head agree that the employee's work performance has declined to a degree that further steps must be taken and that no improvement has been shown after the counseling session, the Deputy Chief shall consult with the department head, the city attorney and the Director to determine whether a drug screen is warranted and shall be required as a continuing condition of employment.

Section 5. Post Reportable Incident Testing.

A. An employee involved in a reportable incident which arises from the employee's duties shall be tested for alcohol and controlled substance if any of the following resulted from that reportable incident.

1. Personal injury which requires medical attention or a fatality; or
2. One or more vehicles was disabled; or
3. An employee receives a citation for a moving traffic violation; or
4. Reasonable suspicion that the employee may be under the

influence of alcohol or a controlled substance.

B. Should an alcohol and a controlled substance test be required, the employee shall be tested immediately following the incident. If the employee cannot be tested within eight (8) hours, the employee's supervisor shall document the reasons therefore.

C. An employee shall submit to a test for alcohol and controlled substance if the employee was involved in a reportable incident. If the employee refuses to be tested, the employee shall be relieved of his or her work responsibilities and may be subject to disciplinary action up to and including termination in accordance with this bargaining unit agreement. If an employee is tested by a law enforcement agency at the scene of an Incident, the employee shall still be subject to testing by the City's designated testing authority.

ARTICLE 30

DURATION

This Agreement shall be effective beginning January 1, 2013 and shall remain in full force and effect through December 31, 2015. The terms and conditions herein shall continue beyond December 31, 2015, until superseded and replaced by a subsequent agreement currently being negotiated by the parties.

DATED AND ACKNOWLEDGED THIS _____ DAY OF _____ 2012,
 IN THE CITY OF TOPEKA, KANSAS, BY:

IAFF LOCAL 83

CITY OF TOPEKA

 Lieutenant Randall S. Phillips
 President

 Jim Colson
 City Manager

ATTEST:

 Lieutenant Harold T. Wilson, Jr.
 Vice President

 Brenda Younger, City Clerk

 Richard D. Sigle, Jr.
 Treasurer

 Greg Bailey
 Fire Chief

 Lieutenant Dennis E. Weikel
 Secretary

 Neil Hix
 Deputy Chief, Operations

 Gregory K. Moody
 Fire Marshal

 Jack Collie
 Deputy Chief, Training

Attachment A

CITY OF TOPEKA CONTRACT NO. 42395

JOINT MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2012, by and between the City of Topeka, a duly organized municipal corporation hereinafter referred to as the "City" and the AFT Kansas Local 6406, AFSCME Local 1294-Development Services, Fraternal Order of Police Lodge 3, International Association of Fire Fighters Local 83, Teamsters Local No. 696, AFSCME Local 1294-Water, and Water Pollution Control Division Local Union, hereinafter referred to as the "Ratifying Unions."

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The terms of the Agreement take precedence over any conflicting language concerning healthcare costs in any current agreement between the City and any one of the Ratifying Unions.

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

3. For the calendar years of 2013 and 2014, the City and Ratifying Unions agree to jointly share in the cost of provided group health benefits for City employees under the following cost-sharing formula based upon premium equivalents established by City administration prior to open enrollment each year:

(a) Premium equivalent for Base -Employee Only plan: 95% paid by

Attachment A

the City and 5% paid by the employee for calendar years 2013 and 2014, with the employee paying an additional \$25 per month to the health insurance fund for calendar years 2013 and 2014.

(b) Premium equivalents for Base plans for all dependent tiers: 58% paid by the City and 42% paid by the employee for calendar year 2013; 59% paid by the City and 41% paid by the employee for calendar year 2014. For calendar year 2014, in the unlikely event the City experiences budget shortfalls or faces legal requirements that, if not resolved during the budget year, would result in the layoff of represented employees, reduction in pay or benefits of represented employees, or the significant curtailment of services provided by represented employees to the City's citizens, premium equivalents will revert to previously stated levels for calendar year 2013.

(c) Employees shall pay 100% of the difference between the premium equivalent for buy-up plans and the amount paid by the City toward the comparable base plan.

(d) For calendar year 2014, a 1% discount off the premium equivalent of the employee contribution for the Single Base plan will be available for employees who acknowledge non-tobacco use. Additional cost saving initiatives will be explored through the Healthcare Advisory Committee.

(e) Healthcare cost sharing for 2015 forward will be reopened for discussion during the month of April 2014, by the City providing written notice to each of the Ratifying Unions no later than April 1, 2014. Negotiations shall commence within thirty days of the notice unless such time is extended by

Attachment A

mutual agreement of the parties.

4. This Memorandum of Agreement shall remain in full force and effect during any period of negotiations and/or conclusion of other procedures established within K.S.A. 75-4321 *et. seq.*

5. The Employer and Ratifying Unions 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.

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

Attachment A

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

CITY OF TOPEKA, KANSAS

Jim Colson, City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY

DATE _____ BY _____

Brenda Younger, City Clerk

RATIFYING UNIONS

AFT KANSAS LOCAL 6406

AFSCME, LOCAL 1294-Development Services

FRATERNAL ORDER OF POLICE
LODGE NO. 3

INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 83

TEAMSTERS UNION, LOCAL NO. 696

AFSCME, LOCAL 1294-Water

WATER POLLUTION CONTROL DIVISION
LOCAL UNION

SUMMARY OF 2013-1015 IAFF CONTRACT CHANGES

(Article numbers referred to coincide with prior contract, unless otherwise indicated. Some articles will be renumbered.)

Art. 1: Reopener for 2015 regarding Training Officers to discuss 24-hour shift schedules.

Art. 4, §1: Hours of work section: Specifies that (1) by mutual agreement, flexible work schedules may be arranged for specialty personnel and (2) light duty may be scheduled 8-5 at management's discretion.

Art. 5, §6: A new section providing for minimum qualifications and clarifying what happens in the event someone loses driving privileges.

Art. 6, §1: Four hour vacations must fall within the hours of 0700 and 1900 hours or from 1900 to 2300 hours. (avoids cutting across 12-hour vacation blocks which run from 7 to 7).

Art. 6, §6B: 12 and 24 on duty "first-out" requests for vacation made before 7am on the day requested shall be given priority over a 4 hour vacation request. (promotes getting more hours of vacation off the books).

Art. 6, §10: Perfect Attendance days (up to 3) can be earned on a rolling 120 day period from last utilization of sick leave and employee has the option of taking the pay. In 2015, an additional Perfect Attendance day may be earned on rolling 90 day periods.

Art. 10 §6: Light duty assignments generally to be limited to 18 months. Clarifies that light duty assignments work a 40 hour work week and accrue leave accordingly.

Art. 15, §1: WAGES. January 1, 2013 – 1% increase; July 1, 2013 – 1% increase; January 1, 2014 – 3%; January 1, 2015 – 2%

Art. 15, §5: Health Insurance. Changes to the healthcare benefits section as agreed to in City of Topeka Contract No. 42395, Joint Memorandum of Agreement.

Art. 15, §8: Clarifies how Captains selected to "ride the car." Increased out of class pay from \$1 to \$2 per hour, beginning in 2014. Opt Out procedure clarified. Members assuming AO duties are also entitled to out of class pay if AO absent for more than six consecutive shifts.

Art. 15, §10: Uniforms revised. City will supply 2 pairs of footwear instead of 1; not necessary to provide socks and limits coveralls to suppression and training officers.

Art. 12: Personal leave days. Clarification on how newly hired employees receive these days.

Art. 16, §3: Residency. Reopener for 2015.

Art. 23, §8: Removed section E regarding driver's license revocation. This subject is now addressed in Article 5, §6.

Art. 25: Implementation of the Wellness-Fitness Initiative.

Art. 26 (new article): Commits \$100,000 in wellness and training funds over the term of the contract.

Art. 26: Vacancies. Clarifies meaning of permanent vacancy. If AO or Captain position is vacant due to discipline which is subject to grievance or arbitration, person filling that vacancy shall be compensated for hours worked at regular pay plus \$2 per hour.

Article 28: Drug Screening Policy. Amended in order to be more in alignment with other employee groups, which includes the addition of Post Incident Testing.

Financial Services

Memo

To: City Council
From: Pam Simecka, Finance Director
CC: Jim Colson, City Manager
Date: December 11, 2012
Re: **IAFF Union Contract for 2013-2015**

I have reviewed the proposed wage increase from the negotiated contract for 2013-2015 fiscal years for the Fire Department (IAFF Union). Please see the attached cost estimate.

Total wage and benefit cost being requested is \$245,767 for 2013. If we add in the projection of the payout of the perfect attendance day we add another \$98,000 to the cost \$343,767. The amount budgeted in for 2013 for IAFF wage increases was \$172,602 for wage increases. Therefore, I'm showing a \$171,165 difference between what is being requested and what was budgeted.

It is anticipated savings in call-back will offset the increase in Perfect Attendance day payouts. I show the call back line item in the 2013 budget is only \$96,000 over what their average 2011 and 2012 to date call back payout. Deducting \$96,000 from the \$171,165 leaves the budget underfunded by \$75,165.

2013 Wage Benefit Increase

1% January and 1 % July	245,767
<u>Estimate for Perfect Attendance payout</u>	<u>+ 98,000</u>
Contractual IAFF wage increase	343,767
(Budgeted increase for IAFFwages)	<u>-172,602</u>
Increase over 2013 budget	171,165
<u>(Estimated call-back savings)</u>	<u>- 96,000</u>
Amount needed to be absorbed in 2013 budget	\$75,165

For 2013, the Fire Department indicates their budget will cover the increase by reducing their expenditures in other areas. Otherwise, it would have to be taken from the General Fund Balance since no additional property tax can be levied at this time.

It is my opinion, the contractual increases for 2014 and 2015 will cause an increase in the General Fund mill levy for those years.

Please let me know if you have any questions regarding this matter.

**Cost Estimate of Contract Proposal
IAFF Fire Employees
2013 - 2015**

	Pay Increase	Hol Pay & OT	Benefits*	Total
2013				
Cost of 1% Increase Effective 01/01/13	131,475.38	4,470.16	31,824.85	163,300.23
Cost of 1% Increase Effective 07/01/13	66,395.07	2,257.43	16,071.55	82,466.62
Total Cost for 2013	197,870.45	6,727.60	47,896.40	245,766.85
2014				
Cost of 3% Increase Effective 01/01/14	402,354.11	13,680.04	97,393.59	499,747.70
2015				
Cost of 2% Increase Effective 01/01/15	276,283.16	9,393.63	66,876.93	343,160.09
Total Cost of Pay Increase through 2015				\$1,171,141.27

COSTS:

1. The 2013 cost of allowing perfect attendance days to be taken in compensation is difficult to estimate as the goal is to have some savings in call-back to off-set the payout. A conservative estimate of the additional cost is \$98,000.00 for 2013.

2. Additional training funds of \$100,000.00 allocated over the 3-year term of contract.

*Benefits for KP & F members cost approximately 23.41% of wages and covers unemployment, KP & F retirement, life insurance, workers' comp and medicare.



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 5, 2012

Back Print

DATE:	December 18, 2012	
CONTACT PERSON:	Catherine Walter, Senior Assistant City Attorney	DOCUMENT #:
SECOND PARTY/SUBJECT:	Water - ASFCME, Local 1294	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 Water Department ASFCME, Local Union No. 1294.

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

(Approval of this agreement would provide guidelines for management and employees in the bargaining unit. Term of agreement is from 2013 through 2015.)

POLICY ISSUE:

Whether or not to approve the three-year labor agreement.

This agreement will provide a modest wage package following a recently completed wage comparability study which demonstrated an overall wage disparity in City of Topeka Water Department positions of 24% lower than comparable cities. The agreement may be reopened for wages in 2014 and 2015, and for healthcare benefits in 2015. Other changes include maintaining disciplinary events in employee personnel files instead of removing the discipline after a two-year period and changing the severance payment method for employees hired on or after January 1, 2013, consistent with the City of Topeka Personnel Code.

STAFF RECOMMENDATION:

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

BACKGROUND:

A tentative agreement has been reached and ratified by union members on December 12, 2012.

Item #26

The agreement provides for wage increases in 2013, and wage reopeners in 2014 and 2015.

The following are the components for the 2013 wage increases:

- (1) Anniversary step increases for employees who have not reached a certain level of discipline (2, 3 or 4) and receive a "meets expectations" on their performance evaluation. Step increases being tied to performance is a new requirement for the Union.
- (2) Effective July 2013, an overtime cost-saving incentive (representing a 1.5% increase to the 2013 pay matrix) will be implemented if there are overtime cost savings of at least \$12,950 by June 30, 2013. The 1.5% increase will not go into effect if the specified overtime savings are not realized. Total estimate of savings in overtime for 2013 is \$38,000.
- (3) In recognition of the wage disparity demonstrated in the Wage Comparability Study (Appendix B of the labor agreement) completed in early 2012, certain employees will be granted probationary and anniversary step increases withheld in 2004 and 2005, and probationary steps withheld in 2007, 2008 and 2009.

Other articles of significant interest to management include the following. A complete list of changes are included as an attachment to the agenda.

- (1) Changes to provide more flexibility for promotions.
- (2) Establishes procedure for performance evaluations.
- (3) Provide clarification on who can complete and fill-in for overtime assignments.
- (4) Maintain disciplinary actions in employee personnel files.

BUDGETARY IMPACT:

The total cost for the 2013 wage package and benefits is \$141,166.

Under the proposed contract, the time spent eating meals during overtime hours will not be compensable. With this change, the Water Department estimates reducing overtime costs dealing with meal time by \$38,000. The net increase for the Water Department would be \$103,166.

The additional costs can be absorbed within the Water Department budget as approved for 2013.

SOURCE OF FUNDING:

Water Department Fund

ATTACHMENTS:

[Labor Agreement](#)

[Summary of Changes](#)

[Financial Memo](#)

[Cost Estimate](#)

CITY OF TOPEKA

CONTRACT #

AGREEMENT

between

CITY OF TOPEKA

WATER DIVISION

and the

TOPEKA CITY EMPLOYEES

of

COUNCIL 72, LOCAL 1294

KANSAS PUBLIC EMPLOYEES UNION

AFSCME, AFL-CIO

JANUARY 1, 2013 – DECEMBER 31, 2015



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ARTICLE 1 RECOGNITION AND UNION SECURITY

Section 1. Employees Covered.

This Agreement shall be restricted to the employees within the collective bargaining unit as defined in the State of Kansas Public Employee Relations Board, Case No. UDC 11-1974, as may be amended.

Section 2. Employee Rights.

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

Section 3. Recognition.

The City of Topeka, Kansas, hereinafter referred to as the City, the Employer, or Management, recognizes Local 1294 of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the Union, as the exclusive bargaining agent for all employees listed in the following job classifications within the following sections:

WATER DIVISION

Plant Maintenance, Operations, Technical Services, Meter Services, Water Services, and Administration Sections.

- Utility System Worker II
- Utility System Worker III
- Foreperson
- Leadperson
- Cross Connection / Backflow Inspector I
- Cross Connection / Backflow Inspector II
- Electrical /Instrumentation Mechanic I
- Electrical /Instrumentation Mechanic II
- Custodian
- Water Division Inventory Specialist
- Class III Water Plant Operator
- Class IV Water Plant Operator

The Employer agrees to advise Union in advance of the elimination of any of the above classifications or the creation of new classifications within the bargaining unit. The Employer agrees to meet and confer with the Union regarding the terms and conditions of employment of the affected employees prior to taking either of the above listed personnel actions.

Section 4. Check-off.

The Employer agrees to deduct the Union membership initiation fee, assessments, dues, and/or representation fee once each month from the pay of those employees who personally request in writing such deductions be made. The written authorization for the above deduction shall be to the Human Resources Department at least thirty (30) days prior to the day that the deduction is made. The amounts to be deducted shall be certified to the Employer by the official Treasurer or Director of the

Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the official Treasurer or Director of the Union by the end of the succeeding month after such deductions are made by the Human Resources Department.

The above shall not limit the right of any employee who after three hundred sixty-five (365) days from the date of his/her initial authorization to the Human Resources Department directs a written request to the Human Resources Department and the Union President stating that the employee no longer desires deductions for Union membership initiation fee, assessments, monthly and/or representation fees and requesting that his/her name be stricken from the list of employees authorizing deductions from their pay. Deduction cards or cancellation cards shall be provided by the Union and/or the Employer, on request by an employee, and shall be confidential.

The Employer agrees to the deduction of voluntary contributions to the Union's Political Action Committee. Such deductions shall commence within thirty (30) days of the Employer's receipt of a written authorization from the employee and shall cease within thirty (30) days of the Employer's receipt of a written memorandum from the employee canceling such deduction. The Union agrees to reimburse the Employer for administrative costs incurred in the performance of this function.

All authorized deductions shall take priority over Union dues deductions and the Employer shall not be held liable for Union dues deductions in the event there is insufficient salary to cover the amount deducted for Union dues. The Employer shall not be liable for retroactively deducting Union dues at any time. The Employer shall not

be liable for any type of voluntary deductions in the event the employee is on Workers Compensation or any type of leave during which no salary is earned.

Section 5. Orientation of New Employees.

The Employer shall provide a listing of new bargaining unit employees to the Union every three (3) months. The listing shall contain the employee's name and classification.

Section 6. Visits by Union Representatives.

The Employer agrees that accredited representatives of AFSCME, whether local Union Representatives, district council representatives, or international representatives, may be allowed, upon giving notification to Management, the right to visit with the employees during work hours to conduct Union business.

Section 7. Bulletin Boards.

The official Division bulletin boards presently provided for posting notices to employees in each Division and/or section within said Division may be made available to the appropriate Union official for the purpose of posting approved notices of Union meetings, results of elections and Union activities. Such notices shall be signed by a Union officer and a copy of the notice shall be provided to Management at the work location where the notice is to be posted on the board.

Section 8. Distribution of the Memorandum of Agreement.

The Employer will make available to the Union one copy of this agreement for each employee in the appropriate unit within one (1) week after receiving the reproduced copies. Stewards will be authorized to distribute copies of the Memorandum of Agreement to employees of each appropriate unit in all areas. Employees may request a copy of the Memorandum of Agreement from Management.

The Union agrees to reimburse the Employer one-half (1/2) of the cost of producing copies of the Memorandum of Agreement. Prior to proceeding with the process, the City shall obtain informal bids for producing the new document and shall confer with AFSCME, Local 1294, Water Division regarding the design, color, layout, cost and any related consideration.

ARTICLE 2 DEFINITIONS

The following terms, when used in any Article, shall have the meaning as prescribed to them in this Article unless the context clearly indicates otherwise:

- A. Full-Time Employee: is one who works a minimum of forty (40) hours per work week on a regular and continuing basis.
- B. Part-Time Employee: is one who works less than forty (40) hours per work week on a regular and continuing basis.
- C. Permanent Employee: is a benefit eligible, full-time or part-time employee, if they have satisfactorily completed a probationary period as stated in Article 2.H.
- D. Temporary Employee: is one who works on an irregular or non-permanent basis.
- E. Overtime Work: shall mean all hours actually worked outside an employee's normal schedule.
- F. Emergency Overtime Work: shall mean work that, in addition to meeting the conditions of overtime work, meets any one of the following conditions as determined at the exclusive discretion of Management:
 - 1. Work needed to protect the health and well being of the community.
 - 2. Non-scheduled or unpredictable in nature.
 - 3. Outside of normally scheduled working hours.
- G. Probation: shall mean that period of time an employee works in a specific classification prior to permanent assignment to that classification. The probationary period shall be regarded as an integral part of the

selection/screening process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new or promoted employee, as determined by Management.

Initial Hire. All new employees serving in their first employment status with the Employer or in a subsequent employment status interrupted by more than one hundred twenty (120) days shall be considered probationary employees until they have completed one thousand forty (1040) regular hours after which their seniority shall date back to their most recent date of hire. The Employer shall be the exclusive judge of a probationary employee's qualifications and ability and shall be the exclusive judge in deciding whether to continue such an employee's employment. Provided, that Management, in the interests of the efficient operation of the Division or to increase an employee's chance of succeeding at this new position, may, with just cause, increase the probationary period up to an additional one thousand forty (1040) hours.

H. Probation: Newly Promoted, Transferred and/or Voluntarily Demoted. 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, sex, or any other legally protected status, 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) regular hours.

In the interests of the efficient operation of the Division or to increase an employee's chances of succeeding at his/her new position, Management may, with just cause, increase the probationary period up to an additional one thousand forty (1040) hours.

- I. Classification: shall be defined as categories into which employees are grouped which are sufficiently alike in duties and responsibilities to be called the same descriptive title, to be accorded the same pay scale, and to be required substantially and relatively similar knowledge, skills and abilities.
- J. Position Description – shall be defined as specifying job duties within a classification.
- K. Promotion: the advancement of an employee by Management to a higher paying position on a permanent basis.
- L. Funeral Leave: shall be defined as time away from work to attend the funeral of an immediate family member as covered in Article 4, Section 4.
- M. Immediate Family: shall be defined as one's spouse, child, son-in-law, daughter-in-law, step-child, parent, step-parent, spouse's parent or step-parent, sibling, grandparent, spouse's grandparent, grandchild, uncle, aunt, or a family member of the immediate household permanently residing under the same roof. Provided, however, that no parents or grandparents of a spouse shall qualify other than the spouse of a current marriage and the spouse must reside with the employee.
- N. Non-Immediate Family Member: shall be defined as any relative not specifically defined in Article 2.M above.

- O. Serious Illness: shall be defined as an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care in a hospital, hospice, or residential care facility; (2) absence from work for more than three (3) consecutive days and continuing treatment by a health care provider; (3) pregnancy; (4) a chronic health condition; (5) a long-term or incurable health condition; (6) a condition requiring multiple treatments to avoid periods of incapacity of more than three (3) consecutive calendar days or for restorative surgery.
- P. Holiday: A holiday shall consist of a number of hours consistent with the number of hours worked by an employee on his/her normal or regularly scheduled shift.
- Q. Doctor or Physician: shall be defined as a medical doctor who is in good standing with the American Medical Association, the State of Kansas, and the Kansas Medical Society.
- R. Management: shall mean the City Manager, Public Works Director, Office of Utilities and Transportation Director, Division Director or their designee to perform a function on behalf of the City of Topeka.
- S. Employer: shall mean the City of Topeka, the City Manager, the Public Works Director, Office of Utilities and Transportation Director, Division Director or their designee, whichever may be appropriate.
- T. OUTD: shall mean the Director of the Office of Utilities and Transportation or his/her designee.

U. Water Main Replacement Crew. The Water Main Replacement Crew will be made up of qualified employees selected by management for the purpose of completing water main projects initiated by the OUTD.

ARTICLE 3 HOURS OF WORK

Section 1. Regular Hours.

The normal work week for full-time employees in the appropriate unit shall be forty (40) hours in a regularly recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods. The normal workday for full-time employees in the appropriate unit shall be eight (8) consecutive hours within a twenty-four (24) hour period, in five (5) consecutive days or ten (10) consecutive hours within a twenty-four (24) hour period in four (4) consecutive days. All employees shall be assigned to a regular work shift and each work shift shall have a regular starting and quitting time.

Section 2. Work Schedules.

A. Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations. All work schedules showing the employee's shifts, workdays, and hours shall be posted on applicable divisional bulletin boards. The Employer shall provide at least thirty (30) calendar days' written notice to the Union and the affected employees prior to making permanent changes in work schedules. The thirty (30) day requirement may be waived, with notice to the Union, if mutually agreed to by affected employees and management. Employees will not be sent home early for the purpose of avoiding overtime. Work schedules will not require the employee to work split shifts or consecutive shifts, except in emergencies as stated below in Section 3.

B. The normal work day for employees covered under this agreement shall be 7:00 a.m. to 3:00 p.m. for eight (8) hour employees Monday through Friday, 7:00 a.m. to 5:00 p.m. for ten (10) hour employees Monday through Thursday or Tuesday through Friday, with the exception of Water Plant Operations.

Section 3. Emergencies.

When Management has determined that an emergency exists, the Union agrees that the provisions of this Section may be temporarily altered in order to control the situation which has caused the emergency. Emergencies may include but not be limited to: Unscheduled Personnel Shortage, Main Breaks, Cut Mains, Emergency Locates, Red Water Calls, Natural Disasters, and Terrorist Acts.

Section 4. Meal Periods.

A. Employees working a regular eight (8) hour five (5) 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 provided these employees shall be available for work should an emergency or operational needs require. The meal period shall be at the job site or close proximity

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 provided these employees shall be available for work

should an emergency or operational needs require. The meal period shall be at the job site or close proximity.

Employees assigned to the following job classifications, as a result of the duties assigned to these positions, shall work a continuous shift. Employees so assigned shall be entitled to a reasonable meal period as near the middle of the shift as possible provided these employees shall be available for work while eating their meal for the purpose of servicing any equipment needing immediate attention.

Class III Water Plant Operator

Class IV Water Plant Operator

B. **Unscheduled Overtime Meals.** When any employee is required to work overtime he/she shall be entitled to an uninterrupted unpaid thirty (30) minute rest period for a meal, if the emergency call meets or exceeds four (4) hours. Management will provide a meal for every four (4) hours of unscheduled overtime to the employee who is required to work a minimum of four (4) hours of unscheduled overtime. If Management determines that the employee cannot take an unpaid uninterrupted thirty (30) minute meal break, then at the end of the work period, the employee shall either receive a meal (but the time spent eating shall be unpaid) or receive a maximum payment of \$9.50 in lieu of the meal.

C. **Scheduled Overtime Meals.** Management shall provide an uninterrupted unpaid thirty (30) minute rest period for and provide a meal for every four (4) hours of scheduled overtime excluding the first four (4) hours of scheduled overtime provided that the employee was given a minimum of two (2) hours of notice of the scheduled overtime between the time the employee was released from duty and the scheduled

overtime commenced. If the employee is unable to take an uninterrupted unpaid thirty (30) minute meal break during the second or subsequent 4 hour block of overtime, at the end of the work period the employee shall either receive a meal (but the time spent eating shall be unpaid) or receive a maximum payment of \$9.50 in lieu of the meal..

D. If an employee works consecutive four (4) hour periods except for the first 4 hour period of scheduled overtime, Management shall authorize a meal for each full four (4) hour period, provided however, the employee may elect to be paid \$9.50 for one (1) four (4) hour period in any 24 hour period. The in-pocket payment will not exceed \$9.50. Management will pay \$9.50 towards the cost of an employee's meal at the restaurants at which the City has a contractual agreement; provided however management will adjust the meal allowance at those restaurants to cover the cost of a standard and reasonable meal.

E. In the event that the overtime cost savings incentive described in Article 7 is not implemented, then overtime meal periods shall be compensated beginning with the first full pay period in July 2013.

Section 5. Rest Periods.

All employees shall be granted one (1) fifteen (15) minute rest period during each four (4) hour period. The rest period shall be at or near the job site and shall not be used to extend an employee's meal period unless mutually agreeable between the employee and Management. Under no circumstances shall a rest period be used to leave work early.

Section 6. Clean-up Time.

All employees shall be granted a five (5) minute personal clean-up period prior to the meal period, and ten (10) minutes at the end of the shift. However, when work conditions dictate, the before meal clean-up period may be extended to ten (10) minutes.

Section 7. Time and Place for Reporting for Work.

All employees shall be assigned a regular reporting station and shall be ready to commence work, or depart to a job site at the beginning of each work shift. Employees reporting late for work shall not have their time start until the next one-quarter (1/4) hour after reporting.

An employee not available at the beginning of his/her work shift, or at the beginning of the second half of the work shift, shall not commence work until he/she has satisfactorily reported to the job supervisor on his/her assigned job and executed a signed reporting form, stating the exact time he/she reported to work. No employee shall be authorized to drive his/her personal vehicle to or from the job site on City time without prior approval of Management. Any employee reporting to work late (after the beginning of the work shift) shall not have his/her time started until the next quarter hour.

ARTICLE 4 EMPLOYEE BENEFITS

Section 1. Holidays.

The following days shall be recognized and observed as paid holidays:

New Year's Day

Martin Luther King, Jr.'s Birthday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

The Day following Thanksgiving Day

Christmas Eve Day

Christmas Day

Eligible employees shall receive pay as defined in Article 2.P. 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.

To the extent possible the holidays shall be observed on the foregoing days however, the Employer may designate alternate days for observance of the holiday,

A. Holiday Work. If an employee is required to work holidays, he/she shall be paid double time for all hours worked in addition to his/her normal pay for the holiday.

If an Operations employee (Operator) is scheduled to work a holiday and the Operator wishes to take a leave day on the same holiday, it shall be the responsibility of the Operator to find a qualified replacement to work for him/her on the holiday prior to being eligible to receive approval for taking the holiday off.

B. Alternative Day Off. Employees whose normal work shift is a ten (10) hour day Monday through Thursday or Tuesday through Friday shall be given an alternate day off when the observed holiday falls on their regularly scheduled day off. The alternate day off shall be designated by Management.

C. Eligibility Requirement. Employees shall be eligible for holiday pay if they meet all of the following conditions:

1. 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 an approved day off or approved vacation; and

2. The employee must have worked a full work week in which the holiday is observed, and he/she must work the day before and after the holiday to be eligible. Use of Sick Leave shall count as hours worked to meet the full work week requirement. Use of Sick Leave shall also be considered as hours worked to meet the requirement of working the day before and the day after the holiday for employees who have one hundred sixty (160) hours or more accumulated sick leave or a doctor's confirmation of illness.

Provided, however, an employee who is utilizing Sick Leave for a serious illness as defined in Article 2.O. shall be exempt from these

requirements as long as the employee is not being covered solely by Workers Compensation (an employee who is being covered by Workers Compensation shall receive holiday pay in a prorated amount in order to equate to a full day of pay when added to the amount received from Workers Compensation without utilizing sick or other type of leave).

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

Section 2. Vacations.

A. Eligibility and Allowance. 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):

Employees serving on an initial probationary period shall not accrue vacation time, provided, however, that all employees shall be credited with forty-eight (48) hours of vacation leave on successful completion of their probation period of one thousand forty (1040) hours. The forty-eight (48) hours of vacation leave shall not be credited to any employee who is required to serve an extended probation period until the employee has successfully completed all required probationary time.

The maximum carry-over from year to year for any forty-hour employee shall be two hundred forty (240) hours or thirty (30) days.

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

Service Requirement	Hours Per Pay Period	Hours Per Year	Days Per Year
0 thru end of 5th year	3.692	96	12
Beginning of 6th year thru end of 15th year	5.539	144	18
Beginning of 16th year thru end of 24 th year	7.385	192	24
Beginning thru end 25th year	7.692	200	25
Beginning thru end 26th year	8.000	208	26
Beginning thru end 27th year	8.308	216	27
Beginning thru end 28th year	8.615	224	28
Beginning thru end 29th year	8.923	232	29
Beginning of end 30th year thru end of service	9.231	240	30

B. Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

C. Choice of Vacation Period. Whenever possible, vacation requests of two (2) days or less shall be made in writing to Management at least twenty four (24) hours prior to the first day of the requested vacation. Management shall be reasonable in approving or disapproving said request in a timely manner. Such requests shall not displace previously approved vacations.

All scheduled vacations in excess of two (2) days must be requested in writing to Management at least two (2) weeks prior to the first day of the

requested vacation. Management shall respond in writing within two (2) working days of the request. In the event two (2) or more employees within the same Section apply for vacation in writing for the same time period and if the nature of the work makes it necessary to limit the number of employees by Section to be on vacation at the same time, the employee with the greater Divisional seniority shall be given his/her choice of vacation period. Such request shall not displace previously approved vacations. Designation of an emergency vacation will be made on an individual basis at reasonable discretion and approval of Management.

D. Holiday During Vacation Period. If a designated holiday, as provided in Section 1 of this Article, occurs during the work week in which a vacation is taken by an employee, the number of days charged against the employee's vacation period shall be reduced by the number of holiday hours that have occurred. Provided, however, all employees who intend to take an added day vacation for any paid holiday falling within their chosen vacation period shall notify Management in writing of their intention to take an added day vacation and shall state precisely the date they shall return to work.

E. Payment For Unused Vacation. Any Employee whose employment is terminated, voluntary or involuntary, or by retirement, and has unused vacation for that year, shall be entitled to a lump sum payment for all unused accrued vacation. In the event of the employee's death the payment will be made to his/her estate.

F. Employees may be paid up to a maximum of forty (40) hours of accrued vacation leave. Request for payment shall be made by December 1. Payments will be made on the final pay check of the calendar year. Employee must have a minimum carry over of vacation time to the next year of eighty (80) hours and have a sick leave balance of one hundred twenty (120) hours.

Such requests for payment shall be in writing from the employee prior to the beginning of the first pay period in December. Payment will be made at the end of the first pay period in December.

Section 3, Personal Leave Day Employee Benefits.

One (1) annual personal leave day will be granted to each employee of the bargaining unit beginning on January 1st, 2013 and continuing every January 1st thereafter.

Personal leave shall be requested and approved in the same manner as vacation. Personal leave will only be taken in eight (8) or ten (10) consecutive hour increments based on the work hours an employee maintains when the time is taken.

Personal leave day cannot be carried over from one (1) year to the next.

Section 4. Sick Leave.

A. Accumulation. Forty (40) hour employees covered by this Agreement shall accrue sick leave at a rate of 3.692 hours per pay period. The maximum accrual allowance for sick leave shall be one thousand forty (1040) hours for a full-time forty (40) hour employee. An employee must be performing assigned duties or on authorized accrued paid leave to be eligible to accrue sick leave; provided, however, that any

employee who is utilizing sick leave as a supplement to temporary total Workers Compensation in order to receive a full pay check shall accrue sick leave at the rate specified above provided that the amount of pay for the supplemental paid sick leave and pay from Workers Compensation total an amount of pay equal to the employee's regular or normal pay per pay period.

B. Payment. An employee shall receive hour-for-hour reimbursement for sick leave usage only if the employee is utilizing sick leave for approved purposes. Employees shall notify their supervisor of their unavailability for work due to illness or injury prior to their normal or regular shift starting time. Notification of unavailability at any time after the employee's normal starting time shall cause payment for sick leave to be granted in an amount equal to the number of hours or minutes between the time of notification and the time of the employee's normal or regular quitting time. Employees who wish to receive full prevailing rate reimbursement for sick leave shall make such a request to their duly authorized supervisor. The reimbursement request may be subject to reasonable audit, confirmation and approval in writing by the duly authorized supervisor prior to authorization of such payment through normal payroll procedures. Requests for reimbursement submitted more than two (2) working days from the date the employee returns to work shall not be honored and claims submitted following termination of employment shall not be reimbursed. Reimbursement for sick leave shall be available as it is accrued including during the initial probationary period, but it shall not be allowed in advance of accrual.

C. Acceptable Use. Sick leave may be utilized in minimum one-quarter (1/4) hour increments when an employee is unable to perform duties due to a personal

sickness or injury; the illness of an employee's spouse, children, step-children, parents, grandparents or only grandchildren living with the employee; need for medical, dental, or other routine diagnostic or remedial treatment by the employee or the employee's spouse, children, step-children, parents, grandparents or only grandchildren living with the employee, provided that sick leave granted for such purposes shall not exceed the actual time necessary for examination or treatment and reasonable travel time as determined by Management.

In non-emergency situations, the employee shall schedule as much as possible medical or dental appointments, and/or treatments at a time which does not unduly interfere with job-related duties and shall notify his/her supervisor as soon as the time of appointment is known. Sick leave may also be allowed if exposure to a contagious disease may endanger or jeopardize the attendance of other employees.

Sick leave reimbursement may be allowed for elective surgery. If this use of sick leave is necessary for a period exceeding three (3) days, arrangements shall be made in advance between the employee and Management so that the leave shall be at a time when work situation allows.

D. Payment on Retirement. Any employee retiring under KPERS or the Social Security System will be paid for thirty-five percent (35%) of eligible accrued sick leave up to a maximum payment of three hundred sixty-four (364) hours at their respective prevailing rates.

E. Return to Work. Any employee who is absent for forty (40) or more consecutive scheduled work hours shall be required to report to the Human Resources Department prior to reporting to work. The Human Resources Department may require

the employee to provide the City Medical Officer with a medical report from a medical doctor duly certified by the State of Kansas Medical Society, showing that the employee has been treated and released to full duty. Failure to provide a doctor's statement as required may result in disciplinary action as provided for in Article 9 of this Agreement. The City Medical Officer, at his/her reasonable discretion, may waive the above requirement on a showing of good cause and on a case-by-case basis. A waiver shall not constitute a precedent for any future waiver nor shall it be the subject of the grievance procedure.

An employee who is off work for any period as a result of a work-related injury shall, when reporting back to work, present to the City Medical Officer a medical statement from a medical doctor duly certified by the State of Kansas and the Kansas Medical Society, showing he/she is capable of performing his/her full regular duties.

An employee who is off work for any period as a result of work related injury shall be assigned light duty if the City's Medical Officer so orders and such light duty is available. Any employee refusing to be examined by the City Medical Officer may be subject to disciplinary action which may include immediate termination.

F. Abuse. Any employee who appears to have established a pattern of using sick leave improperly, shall receive a written notice from Management notifying him/her of the alleged abuse. Thereafter, the employee shall be referred to the Human Resources Department for consultation.

In addition, the employee may be required to provide a doctor's statement for future absences for sick leave purposes.

Failure to comply with providing the above doctor's statement may result in disciplinary action which may include termination. Provided, if the above required doctor's statement shows no illness of any nature to support the claim of sick leave, the employee may be subject to disciplinary action.

G. Workers Compensation. An employee who is receiving temporary total disability Workers Compensation benefits may prorate his/her accrued sick leave in an amount representing the difference between his/her normal base salary and the amount he/she is receiving from Workers Compensation.

H. Non-City Employment Injury. Any City employee injured while in the formal employment of an employer other than the City shall reimburse the City for any losses sustained by the City through City (sick) leave or other paid leave usage, provided the employer is insured and further provided a Workers Compensation settlement is consummated between the employee and the other employer. The amount reimbursed shall not exceed the amount in pay lost to the City.

I. Transfer Rights. Any employee who is transferred, promoted, demoted, reassigned or otherwise placed in a different department shall be entitled to retain accrued sick leave.

J. Sick Leave Payout. Accrued Sick Leave in excess of fifty-six (56) hours during the twelve (12) month period from November 1st to October 31st may be paid by the City at the rate of one hundred percent (100%) of the employee's straight time base pay at the time of request for payment by the employee. In no case shall the employee be paid for more than forty (40) hours in any year at the rate spelled out above.

Such requests for payment shall be in writing from the employee prior to the beginning of the first pay period in November. Payment will be made no later than the last pay period in December.

K. Sick Leave Accrual Incentive. Employees shall be eligible for an annual sick leave accrual incentive for accruing and maintaining adequate sick leave. The amount of the incentive shall be determined by the sick leave balance available on October 31st of each year after deducting the sick leave (if any) applied to the payout in paragraph J above and calculated as follows:

250 hours of sick leave	\$125
500 hours of sick leave	\$300
750 hours or greater of sick leave	\$500

Such requests for payment shall be in writing from the employee prior to the beginning of the first pay period in November. Payment will be made no later than the last pay period in December.

Section 5. Leaves of Absence.

A. Eligibility Requirements. Employees shall be eligible for leaves of absence after completing their initial probationary period with the Employer.

B. Application for Unpaid Leave. Any request for an unpaid leave of absence shall be submitted in writing by the employee or the employee's next of kin to Management ten (10) days prior to the date of the requested leave of absence. The request shall state the reason the leave is being requested and the exact length of time off the employee desires.

1. Leave of Absence in Excess of Twenty-five (25) Days. All authorizations for leaves of absence in excess of twenty-five (25) working days shall be approved by Management and a copy of the approval shall be made available to the office of the head of the section of the Division to which the employee is assigned.

Employees on unpaid leaves of absence in excess of thirty (30) calendar days shall not be eligible for benefit accruals nor shall the unpaid leave time count towards seniority or time in grade for wage adjustments. Provided, however, an employee on unpaid leave of absence for an authorized Union business leave shall not be eligible for accruals nor shall the unpaid leave time count toward seniority or time in grade for wage adjustments following ninety (90) calendar days on unpaid leave.

2. Approval for Leave of Absence of Twenty-Five (25) Days or Less. All authorizations for leaves of absence which are of twenty-five (25) days or less in duration may be granted by Management on a case-by-case basis.

3. Emergency Leave of Absence of Twenty-Five (25) Days or Less. An emergency leave of absence shall be defined as any leave where the required notice cannot be given for valid reasons, or any other situation so designated by Management at its discretion. Authorization given by Management shall be given on a case-by-case basis and shall not set a precedent for any future case, nor shall it be subject to the grievance procedure.

C. Paid Leaves of Absence.

1. Funeral/Family Crisis Leave. Employees shall receive a maximum of three (3) working days per occurrence not to be deducted from any hourly accruals:

a. In the event of a death in the immediate family of an employee, the number of days leave granted with pay to the employee shall be authorized by the Division Director, or their designee, but in no event shall an employee be authorized a leave of absence with pay to exceed three (3) work days per incident, as requested by employee.

The term immediate family as used in this Subsection A shall include the employee's spouse, employee's child(ren), employee's sons-in-law, employee's daughters-in-law, employee's step child(ren), employee's parents, employee's step parents, employee's grandparents, employee's grandchild(ren), employee's sibling(s), employee's first aunts or uncles: spouse's parents, spouse's step parents, spouse's grandparents, spouse's grandchild(ren), spouse's sibling(s); or any family member of the immediate household permanently residing under the same roof; or any other person residing under the same roof in a shared living arrangement with the employee (but not including a person renting living space from the employee); or other family members approved by the Division Director, or their designee.

If requested by the Division Director, or their designee, the employee may be requested to produce evidence of the death of the immediate family member.

Any employee who has misrepresented a death in the family as defined above shall be subject to disciplinary action under terms of Article 9 under this Agreement.

The Division Director, or their designee, may grant up to two (2) hours funeral leave to attend the funeral of an employee.

b. Family crisis leave shall only apply to disasters such as fire, flood, tornado etc. affecting an employee or a member of an employee's immediate family as defined in Article 2.M.

c. 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 problem is both an emergency and is life-threatening.

D. Determination of Eligibility for Funeral/Family Crisis. Determination of eligibility for funeral/family crisis leave use shall be made by the Division Director or his/her designee exercising reasonable discretion and consistent with personnel guidelines and the guidelines set forth in this Section. Additional time, if needed, may be allowed from other leave accruals or pursuant to leave of absence provisions.

E. Jury Duty. Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service with proof to Management. Employees on jury duty will be assigned and considered working on the first shift until they are released from jury duty.

F. Civic Duty. Employees required to appear before a court on any matter not related to their work and in which they are not personally involved as a plaintiff or

defendant shall be granted a leave with pay with proof to Management of the necessity of such appearance for the period necessary to fulfill their civic responsibilities. Employees elected to any political or legislative position who request a leave of absence to perform their civic duty shall be granted a leave of absence without pay for the period necessary to fulfill their civic responsibilities if approved by the Management.

Section 6. Healthcare Benefits.

The Employer and Union have agreed to the terms and conditions of healthcare benefits for employees and dependents in a Memorandum of Agreement, City of Topeka Contract No. 42395, a copy of which is attached hereto as Appendix A.

Section 7. Benefits Committee

AFSCME Local 1294 shall be entitled to select one (1) employee from the Division as a representative to the City Employees Benefits Committee. Union Representatives will receive the regular rate of pay for the time spent in meetings during their regularly scheduled hours of employment.

Section 8. Pension

The Employer agrees to operate under the Kansas Public Employees Retirement System Act as it may be amended from time to time.

Section 9. Employee Development

The purpose of the following 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 be relevant and directly related to the employee's current job duties as determined by Management, or any course including outside-the-major electives required for a degree or certificate in a field in which the employee would have a reasonable expectation of being promoted while employed at the Water Division.
- C. Up to one thousand dollars (\$1,000.00) per year 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 Management 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 (1) month after the beginning date of the course which the employee desires to attend. Evidence of completion/passing of the course and proof of payment for the course must be received by the Human Resources Department within two (2) months after the ending date of the semester/quarter 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 Management to utilize vacation time or time without pay as scheduling/staffing allows as determined by Management for the time utilized to attend the course(s).
- G. Management shall make every effort to budget for and approve reimbursement for academic courses for their employees. Management shall approve courses on a first come, first served basis in a non-discriminatory manner.

Section 10. Cafeteria Benefit Plan.

Any benefit-eligible employee shall be eligible to participate in the Cafeteria Benefit Plan as defined by the City of Topeka.

Section 11. Deferred Compensation.

Any benefit-eligible employee shall be eligible to participate in the Deferred Compensation Plan as defined by the City of Topeka.

Section 12. Mileage Reimbursement.

Use of an employee's private vehicle for City business shall be approved by Management. The reimbursement for use of a private vehicle shall be at the current City rate.

Section 13. Physical Fitness.

The City has established a physical fitness program for City employees. Any employee desiring to participate in this program shall register with the Wellness Center. The employee shall have full access to the facilities within the Wellness Center. Any employee may, by payroll deduction, have the membership fee for their spouse deducted from his/her paycheck.

Section 14. Voting Time.

An employee, 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 the workplace for a period not to exceed two (2) consecutive hours during the last two (2) hours of the scheduled duty day; provided, however, that if the polls are open after terminating work but the period of time the polls are so open is less than two (2) consecutive hours, the employee shall only be entitled to absent himself/herself from the workplace for such a period of time which, when added to the period of time the polls are so open, will not exceed two (2) hours. An employee shall not, because of so absenting himself/herself, be subject to any penalty, nor shall deductions be made on account of such absence, from the employee's usual salary or wages.

Section 15. Commercial Driver's License.

The City shall reimburse the employee's cost of renewing a Commercial Driver's License (CDL). The City shall pay the employee for the first original attempt to acquire his/her CDL. All subsequent testing attempts and fees associated with employees successfully acquiring their CDL will be the responsibility of the employee taking the test.

Section 16. Funeral Expense.

Where an employee in regular pay status with the City dies from an illness contracted or an injury received during the performance of the employee's duties, the City shall pay the sum of five thousand dollars (\$5,000.00) to such beneficiary or beneficiaries as may be designated by the employee on his or her Kansas Public Employees Retirement System (KPERs) pension form. In the event the deceased employee has designated more than one (1) beneficiary on their KPERs pension form, the City shall pro-rate the above sum based on the number of beneficiaries so designated and shall make payments on that pro-rata basis.

Section 17. Use of City Facilities and Office Equipment.

A. The Union may request the use of City facilities in which to conduct Union business. Request for the use of the facilities shall be made no less than twenty-four (24) hours before the date of the requested use, shall not interfere with the regular conduct of business, and shall not be unreasonably denied. Any damage or

unreasonable cleanup resulting from Union activities in City facilities shall be the responsibility of the Union.

B. The City agrees to allow the Union executive board the limited and reasonable use of the City's computers, telecommunications and office equipment for Union business. Such use shall not interfere with the conduct of city business. Union may provide supplies used or reimburse the City for the actual cost of supplies.

Section 18. Legal Counsel/Representation.

The City will provide legal counsel/representation for bargaining unit members against whom suit is brought in civil and/or criminal cases based on activities alleged to be within the scope of the bargaining unit member's official duties. The City will assume financial liability for all monies awarded to claimants as the result of activities found to be within the scope of such official duties; provided, however, that in situations involving unlawful or malicious actions, willful misconduct, or gross and wanton negligence by the bargaining unit member, the City shall not be liable for payment under this clause.

ARTICLE 5 SENIORITY

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

- A. City Seniority - The total length of uninterrupted service following initial date of hire with the Employer.
- B. Division Seniority - The total length of uninterrupted service following the date of assignment to the specific Division where the employee is presently 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 Employer. The total length of uninterrupted service includes time served in an acting capacity within the classification where there is no break in service between the acting assignment and promotion.

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

- 1. Is discharged for just cause.
- 2. Retires.
- 3. Quits or resigns. There shall be no break in continuous service when any employee voluntarily resigns under good terms and returns to work, in the same Division, within one hundred twenty (120) days. Provided, however, that any employee who does not receive direct compensation from the Employer shall not accrue seniority during the break in service.

Section 3. Seniority Lists.

Management shall maintain an up-to-date seniority list of all employees which shall contain the: (1) name of each employee; (2) date of hire; (3) date entered the Division; and (4) date entered the classification.

Every six (6) months, Management shall update and post the seniority lists on the official bulletin boards and submit a copy to the Union.

Employees assigned to an acting position shall continue to accrue seniority in their prior position. If an acting assignment is changed to permanent status, the seniority then changes to the day the employee started the acting assignment.

Section 4. Probation Period. Probation shall be defined as set forth in Article 2, paragraphs G and H. Failure of the employee to satisfactorily perform the duties of the new position (by transfer and/or promotion) as reasonably determined by Management will result in the reinstatement of the employee to his/her former position without loss of seniority.

- A. A newly hired probationary employee shall have no seniority until the completion of the probationary period. At that time, the employee shall acquire seniority from the date of hire.
- B. Newly promoted probationary employees shall have no classification seniority until the completion of the promotional probationary period. At that time the employee shall acquire seniority from the date of the promotion.

Section 5. Vacancies-Transfers-Promotions.

A. Vacancies:

For purposes of this Article, a vacancy is created when:

1. Management has approval to increase the work force and decides to fill the position or positions; or,
2. Terminations, resignations, transfers within or out of the bargaining unit: promotions or demotions take place and Management decides to replace the previous incumbent.
3. Should it be necessary to fill any vacant positions with Temporary or Part-Time workers for a period longer than ninety (90) days Management agrees to consult with the Union.

NOTE: Management agrees to notify the Union of vacancies which will not be filled at the time such Management decisions are made.

B. Transfers:

For purposes of this Article, a “transfer” means the lateral movement of an employee in the same pay range to a position within a different classification in the same pay range. Any employee who is transferred either voluntarily or involuntarily to a new position in another section will transfer his/her classification seniority to that new position.

C. Promotion:

The term “promotion,” as used in this section, means the advancement of an employee by Management to a higher paying classification on a permanent basis as defined in Article 2.I of this Agreement.

Section 6. Posting of Vacancies.

Whenever a vacancy is to be filled, a notice of the vacancy shall be posted on the bulletin boards of all sections of the Division for five (5) consecutive full working days. .

Employees within the Division, during the five (5) full workdays the job is posted on the official board, may apply in writing to Management for the vacant position. Those employees on layoff or on leave may also apply during this five (5) full working day period.

The Employer may seek qualified applicants via the City Department of Human Resources' application procedure in the event no qualified Divisional employee applies for the position within the five (5) day period specified above.

Entry level positions may be posted concurrent to bargaining unit employees and outside the Division. In the event a bargaining unit employee applies for an entry-level position, he/she will be given first consideration.

Section 7. Selection.

Qualifications and seniority will be used in determining which employee will be selected to fill the vacant position. The decision as to the qualifications shall be reasonably determined by Management. The selection may be based on the following:

- A. Possesses the physical and other qualifications with or without reasonable accommodations to do the work;
- B. Performs the work in the manner required by the Employer;

- C. Cooperates with the supervisors and observes Employer rules and regulations;
- D. Protects the property and interests of the Employer;
- E. Reports to work promptly and regularly;
- F. Maintains harmonious relations with co-workers; and
- G. Possesses a positive attitude toward advancement and the assumption of additional responsibility.

The position will be awarded to the most qualified employee with, first, the best qualifications; and second, divisional seniority.

In the event the senior employee is not appointed to the vacancy, the employee may request written reason(s) for the denial.

Section 8. Acting Assignments.

When a bargaining unit position is vacant and it is determined by Management that the position should be filled by a temporary assignment of an employee who has permanent status in another position, the following principles shall be observed:

- A. The assignee shall meet the qualifications for the class of positions.
- B. Acting assignments shall not be used to generate a series of acting assignments for an employee.
- C. Except as noted in subsection D, an acting assignment shall not exceed forty-five (45) days in length unless approved by Management with notice to the Union.

- D. When a position is vacant due to a leave of absence, the acting assignment may be authorized for the duration of the leave of absence except that continuation of an acting assignment beyond twelve (12) months shall require approval of the Human Resources Department Director. Documentation of the acting assignment shall be placed in the employee's permanent record.
- E. If an employee is acting in a position assigned to a salary range higher than that of the employee's regular position and the employee has served in the acting assignment for a period of ten (10) consecutive working days, the employee shall be paid at a step on the higher range that gives the employee as close to a three percent (3%) increase in pay retroactive to the date the acting assignment began.

Such an increase shall not exceed the highest step possible if the employee was being promoted to the position. For the duration of an acting assignment, the employee may receive salary step increases in accordance with applicable salary step increase. When the acting assignment is terminated, the employee's salary shall revert to whatever rate (dollar amount) it would have been had the employee not received the acting assignment.

- F. If an employee is acting in a position assigned to the same salary range as, or to a salary range lower than, that of the employee's regular position, the employee shall be paid at the salary rate of his/her regular position. For the duration of an acting assignment, the employee may receive salary step increases in accordance with applicable salary step increases.

- G. The employee's pay increase anniversary date shall not be affected by an acting assignment.
- H. Any employee promoted to a position in which the employee has served in an acting assignment during the year immediately prior to his/her promotion may have the time served in that assignment credited towards the promotional probationary period. Provided however any time served by an employee in an acting assignment shall be credited toward the promotional probationary period if the employee is promoted from the acting to the permanent assignment, with no break in service.
- I. Acting assignments shall be considered as training assignments by which an employee may obtain experience if the employee performs satisfactorily during the period of the acting assignment. Such experience shall be one of the considerations for future promotions of the employee. The employer will make every effort to afford all interested employees eligible under subsection A, an opportunity to receive such experience.

Section 9. Voluntary/Involuntary Downgrade/Demotion.

- A. Voluntary or Involuntary Downgrade/Demotion. Employees may be voluntarily or involuntarily downgraded (demoted) to a lower paying job classification for the following reasons:
 - 1. In the event injuries or physical limitation causes employees to be unable to do the work of their current classification, with or without reasonable

accommodations as defined by the Americans with Disabilities Act (ADA), but are able to do the work of a lower-rated classification;

2. In the event of an employee's request for reassignment to an available vacancy, if not inconsistent with the contractual rights of another employee and when approved by Management;
3. In the event there are changes in procedures, job duties, or manning levels which either eliminate or materially change the work performed by the employee to such an extent that the majority of the work performed by the employee falls within the job description of a lower rated job.

In the event an employee is permanently assigned, pursuant to any of the three above-listed reasons, to a lower-rated job classification, he/she shall be paid the wage rate for the new job which is the closest to his/her wage rate in the old job, provided that the new wage rate shall not be greater than the wage rate paid in the old job.

B. Involuntary Downgrade/Demotion. Employees may be involuntarily downgraded (demoted) to a lower paying job classification for unsatisfactory performance on the employee's present job, based on just cause.

When an employee is permanently assigned to a lower-rated job classification he/she shall be paid the wage rate of that classification. In determining the initial pay rate, the employee will be given credit only for the experience in the same job classification.

ARTICLE 6 SAFETY, UNIFORMS, AND PROTECTIVE CLOTHING

Section 1. Safety. It is the express policy of the Employer and the Union to cooperate in an effort to continue to improve health and safety matters. The parties agree that it is in the best interest of the Employer, the Union and the Citizens that equipment should be operated properly and safely and that all reasonable safety precautions and devices should be utilized at all times. The Union and the City agree to form Safety Committees as needed, comprised of at least fifty percent (50%) of the labor representatives. Safety/Health Rules and Regulations shall be reviewed or recommended by the Safety Committee. The Division Director or his/her designee shall have the right to approve, reject or revise said rules and regulations. Said rules and regulations shall cover, but not be limited to, the following: training, personal protection, conduct, work standards, equipment, appurtenances, and sanctions for willful disregard or omissions. Management shall adopt rules and regulations covering training and testing for employees on the hazardous materials team which will include an annual test. To the extent possible outside agencies will be included in training scenarios.

Management welcomes suggestions from employees or the Union which offer practical and feasible ways of improving divisional safety. An employee may submit his/her safety suggestions in the following manner:

1. Giving it to Management; or
2. Giving it to a member of the Safety Committee.

Care of Safety Equipment. Protective devices, wearing apparel, and other equipment necessary to protect employees from accidents and health hazards shall be provided by the Employer. The Employer may assess a fair and reasonable charge to

cover loss resulting from the employee's failure to exercise reasonable care or for willful destruction of such equipment or clothing.

Section 2. Uniforms.

A. This section specifies the uniform to be worn by each permanent employee.

It is important to Management that its employees present a professional image. The Employer will provide each permanent employee with the uniform specified below. After initial issue as a new hire, clothing shown to be in need of replacement will be replaced. Replacement quantities shall not exceed the maximum allowance specified below. Management may replace uniforms beyond the replacement quantities specified on a case-by-case basis for special circumstances. Additional clothing items are available for purchase by employees at their own expense through the City uniform purchasing contract. The employee will report to work each day in a clean appropriate uniform. Any visible clothing will be the specified uniform below. Employees who report to work without the appropriate uniform specified below will be Leave Without Pay (LWOP) until they report in the appropriate uniform. Employees are subject to disciplinary action for wearing other than the specified uniform. Uniforms are intended for work purposes only. The City and Union agree to meet biannually or as needed to review clothing order form for availability of items listed on order form.

B. Meter Services

- 1 Equipment bag - 5 yr replacement
- 2 Hats annually from selection below:

- Winter Ball Cap
- Summer Ball Cap
- Wide Brim Hat (City and Union approved)

7 Pairs of Jeans (combination of the selection below) – annually:

- Dungaree
- Boot Cut
- Shorts
- Bib overalls

12 Work Shirts (collared) (combination of the selection below) – annually – Employees working in the meter shop will keep a clean polo or collared shirt available to be worn when working scheduled appointments with customers.

- Short Sleeve
- Long Sleeve
- Polo
- T-shirt (may be sleeveless if hemmed)

1 Sweatshirt, Hooded, Insulated - 2 yr replacement

2 Light Sweatshirts - 2 yr replacement

1 Light Jacket - 3 yr replacement

1 Insulated Trousers (one of the selection below) - 3 yr replacement

- Insulated Bib
- Insulated Coverall
- Insulated pants

1 Jacket, Insulated with attachable hood - 3 yr replacement

1 Stocking Cap - annually

1 pair Boots and 1 pair walking shoes – Replacement - Either 1 pair of boots or up to 2 pair of walking shoes annually

C. Water Services

1 Equipment bag - 5 yr replacement

2 Hats annually from selection below

- Summer Ball Cap
- Winter Ball Cap
- Wide Brim Hat (City and Union approved)

7 Pairs of Jeans (combination of the selection below) - annually

- Dungaree
- Boot Cut
- Shorts
- Bib overalls

5 Work Shirts (collared) (combination of the selection below) - annually

- Short Sleeve
- Long Sleeve
- Polo

7 T-shirts (may be sleeveless if hemmed) - annually

1 Sweatshirt, Hooded, Insulated –2 years

- 2 Light Sweatshirts – 2 years
- 1 Light Jacket – 3 years
- 1 Insulated Trousers (one of the selection below) – 3 years
 - Insulated Bib
 - Insulated Coverall
 - Insulated Pants
- 1 Jacket, Insulated with attachable hood – 3 years
- 1 Stocking Cap - annually
- 1 Boots – annually.

D. Plant Operations

- 2 Hats annually from selection below
 - Winter Ball Cap
 - Summer Ball Cap
 - Wide Brim Hat (City and Union approved)
- 7 Pairs of Jeans (combination of the selection below) - annually
 - Dungaree
 - Boot Cut
 - Shorts
 - Bib overalls
- 12 Work Shirts (collared) (combination of the selection below) –
annually
 - Short Sleeve
 - Long Sleeve

- Polo
 - T-shirts (T-shirts may not be worn while operating from 8 a.m. to 5 p.m. Monday through Friday. Plant Operators will keep a clean Polo or Collared shirt in their lockers in case the public comes in for tours or other functions.)
- 1 Sweatshirt, Hooded, Insulated – 2 years
 - 2 Light Sweatshirts – 2 years
 - 1 Light Jacket – 3 years
 - 1 Jacket, Insulated with attachable hood – 3 years
 - 1 Stocking Cap - annually
 - 1 Insulated Trousers (one of the selection below) – 3 years
 - Insulated Bib
 - Insulated Coverall
 - Insulated Pants
 - 1 Boots – annually
 - 1 Walking Shoes - annually

E. Plant Maintenance

- 2 Hats annually from selection below
 - Winter Ball Cap
 - Summer Ball Cap
 - Wide Brim Hat (City and Union approved)
- 7 Pairs of Jeans (combination of the selection below) - annually
 - Dungaree

- Boot Cut
- Bib overalls
- Shorts

5 Work Shirts (collared) (combination of the selection below) -
annually

- Short
- Long sleeve
- Polo

7 T-shirts (may be hemmed sleeveless) - annually

1 Sweatshirt, Hooded, Insulated – 2 years

2 Light Sweatshirts – 2 years

1 Light Jacket – 3 years

1 Insulated Trousers (one of the selection below) – 3 years

- Insulated Bib
- Insulated Coverall
- Insulated Pants

1 Jacket, Insulated with attachable hood – 3 years

1 Stocking Cap - annually

1 Boots – annually.

Section 3. Boots and walking shoes

Boots – Management will pay no more than one hundred sixty dollars (\$160.00) for a pair of boots. All boots will meet the following minimum standards: Steel toe or non-metallic meeting or exceeding ANSI class 75 standards for impact and compression. Boots shown to be in need of replacement will be replaced. Replacement quantities shall not exceed the maximum allowance specified.

Walking Shoes – The Water Division will pay no more than sixty-five dollars (\$65.00) for a pair of walking shoes. Walking Shoes shown to be in need of replacement will be replaced. Replacement quantities shall not exceed the maximum allowance specified.

Section 4. Protective Devices and Clothing.

If an employee is required to wear protective clothing or any type of protective device as a condition of employment, such protective clothing or device shall be furnished to the employee by the Employer.

The requirement for any type of protective clothing or device shall be determined by Management. The cost of keeping the Hazardous Material (HAZMAT) protective clothing or device clean and in proper working condition, with the exception of safety footwear, shall be paid by the Employer. In the event of loss or damage due to negligence, the employee shall pay for the replacement. Employees are expected to exercise diligence in the care of protective clothing or devices.

The Employer will offer basic prescription safety glasses to all employees required to wear safety glasses and use prescription glasses. The basic eyeglass, including no-line bifocal, will be provided at no cost to the employee. Upgrades from the basic eyeglasses will be available at the expense of the employee. Non-permanent side shields will be allowed, but the employee must be wearing the side shields at all times at work.

Section 5. Personal Safety Equipment.

Each employee that is required to use personal safety equipment will be issued personal safety equipment as appropriate. After initial issue, personal safety equipment must be turned in to be replaced and replacement quantities shall not exceed the maximum allowance specified below. Management may replace safety equipment beyond the replacement quantities specified on a case-by-case basis for special circumstances. Additional personal safety equipment items are available for purchase by employees at their own expense through the City uniform purchasing contract. The City and Union agree to meet biannually or as needed to review Personal Safety Equipment order form for availability of items listed on order form.

Rain gear: 1 issue – 3 years

Hip Boots: 1 issue –2 years

Work Gloves: 4 issue – annually

Specialty Gloves: 1 pair every 2 years (meter)

Safety Glasses (non-prescription) –4 pairs – annually

- Clear

- Tinted

Safety vests – 1 issue – quarterly

Hard hats – 1 issue – 3 years

Section 6. Inoculations

Management agrees to maintain a policy to provide inoculations to protect employees from infectious disease.

Section 7. Medical Examinations

Management will provide a medical examination once every two years for employees whose job responsibilities require them to be in contact with treatment chemicals. In the event of a chemical exposure an employee will be eligible for examination and such follow up treatment or exam that the City's Health Care Professional shall specify. Management will schedule the initial examinations by March 31st, 2013.

ARTICLE 7 WAGES

Section 1. Pay Periods.

Employees shall be paid according to the pay schedule that is currently in effect for the City of Topeka.

Section 2. Grade and Pay Classification.

Employee pay grades are identified under the following pay classifications:

Pay Classification	Grade
Custodian	1
Utility System Worker II	2
Utility System Worker III	3
Leadperson Class III Water Plant Operator Water Division Inventory Specialist Electrical/Instrumentation Mechanic I Cross Connection/Backflow Inspector I	4
Foreperson Electrical /Instrumentation Mechanic II Cross Connection/Backflow Inspector II Class IV Water Plant Operator	5

Section 3. Wage Schedules for 2013.

A. Wage Schedule effective first full pay period of 2013

SCHEDULE	DESCRIPTION	GRADE	1	2	3	4	5	6	7	8	9	10	11	12
WAT-REG	GRADE 1	W01	11.46	11.87	12.25	12.64	13.03	13.44	13.82	14.23	14.63	15.01	15.39	15.80
WAT-REG	GRADE 2	W02	13.40	13.86	14.33	14.81	15.30	15.78	16.24	16.74	17.20	17.68	18.16	18.63
WAT-REG	GRADE 3	W03	14.75	15.26	15.77	16.28	16.79	17.27	17.77	18.28	18.77	19.30	19.79	20.31
WAT-REG	GRADE 4	W04	16.02	16.57	17.13	17.70	18.27	18.81	19.40	19.97	20.51	21.11	21.66	22.24
WAT-REG	GRADE 5	W05	17.66	18.29	18.93	19.58	20.23	20.85	21.48	22.11	22.74	23.39	24.01	24.69
WAT-C1	GRADE 2 + CLASS 1 CERTIFICATION	W12	13.65	14.11	14.58	15.06	15.55	16.03	16.49	16.99	17.45	17.93	18.41	18.88
WAT-C1	GRADE 3 + CLASS 1 CERTIFICATION	W13	15.00	15.51	16.02	16.53	17.04	17.52	18.02	18.53	19.02	19.55	20.04	20.56
WAT-C1	GRADE 4 + CLASS 1 CERTIFICATION	W14	16.27	16.82	17.38	17.95	18.52	19.06	19.65	20.22	20.76	21.36	21.91	22.49
WAT-C1	GRADE 5 + CLASS 1 CERTIFICATION	W15	17.91	18.54	19.18	19.83	20.48	21.10	21.73	22.36	22.99	23.64	24.26	24.94
WAT-C2	GRADE 2 + CLASS 2 CERTIFICATION	W22	13.90	14.36	14.83	15.31	15.80	16.28	16.74	17.24	17.70	18.18	18.66	19.13
WAT-C2	GRADE 3 + CLASS 2 CERTIFICATION	W23	15.25	15.76	16.27	16.78	17.29	17.77	18.27	18.78	19.27	19.80	20.29	20.81
WAT-C2	GRADE 4 + CLASS 2 CERTIFICATION	W24	16.52	17.07	17.63	18.20	18.77	19.31	19.90	20.47	21.01	21.61	22.16	22.74
WAT-C2	GRADE 5 + CLASS 2 CERTIFICATION	W25	18.16	18.79	19.43	20.08	20.73	21.35	21.98	22.61	23.24	23.89	24.51	25.19
WAT-C3	GRADE 2 + CLASS 3 CERTIFICATION	W32	14.15	14.61	15.08	15.56	16.05	16.53	16.99	17.49	17.95	18.43	18.91	19.38
WAT-C3	GRADE 3 + CLASS 3 CERTIFICATION	W33	15.50	16.01	16.52	17.03	17.54	18.02	18.52	19.03	19.52	20.05	20.54	21.06
WAT-C3	GRADE 4 + CLASS 3 CERTIFICATION	W34	16.77	17.32	17.88	18.45	19.02	19.56	20.15	20.72	21.26	21.86	22.41	22.99
WAT-C3	GRADE 5 + CLASS 3 CERTIFICATION	W35	18.41	19.04	19.68	20.33	20.98	21.60	22.23	22.86	23.49	24.14	24.76	25.44
WAT-C4	GRADE 2 + CLASS 4 CERTIFICATION	W42	14.40	14.86	15.33	15.81	16.30	16.78	17.24	17.74	18.20	18.68	19.16	19.63
WAT-C4	GRADE 3 + CLASS 4 CERTIFICATION	W43	15.75	16.26	16.77	17.28	17.79	18.27	18.77	19.28	19.77	20.30	20.79	21.31
WAT-C4	GRADE 4 + CLASS 4 CERTIFICATION	W44	17.02	17.57	18.13	18.70	19.27	19.81	20.40	20.97	21.51	22.11	22.66	23.24
WAT-C4	GRADE 5 + CLASS 4 CERTIFICATION	W45	18.66	19.29	19.93	20.58	21.23	21.85	22.48	23.11	23.74	24.39	25.01	25.69

B. Wage Schedule with the cost savings incentive adjustment effective first full pay period of July 2013 provided that the conditions set forth in Section 4.C are met.

SCHEDULE	DESCRIPTION	GRADE	1	2	3	4	5	6	7	8	9	10	11	12
WAT-REG	GRADE 1	W01	11.63	12.05	12.43	12.83	13.23	13.64	14.03	14.44	14.85	15.24	15.62	16.04
WAT-REG	GRADE 2	W02	13.60	14.07	14.54	15.03	15.53	16.02	16.48	16.99	17.46	17.95	18.43	18.91
WAT-REG	GRADE 3	W03	14.97	15.49	16.01	16.52	17.04	17.53	18.04	18.55	19.05	19.59	20.09	20.61
WAT-REG	GRADE 4	W04	16.26	16.82	17.39	17.97	18.54	19.09	19.69	20.27	20.82	21.43	21.98	22.57
WAT-REG	GRADE 5	W05	17.92	18.56	19.21	19.87	20.53	21.16	21.80	22.44	23.08	23.74	24.37	25.06
WAT-C1	GRADE 2 + CLASS 1 CERTIFICATION	W12	13.85	14.32	14.80	15.29	15.78	16.27	16.74	17.24	17.71	18.20	18.69	19.16
WAT-C1	GRADE 3 + CLASS 1 CERTIFICATION	W13	15.23	15.74	16.26	16.78	17.30	17.78	18.29	18.81	19.31	19.84	20.34	20.87
WAT-C1	GRADE 4 + CLASS 1 CERTIFICATION	W14	16.51	17.07	17.64	18.22	18.80	19.35	19.94	20.52	21.07	21.68	22.24	22.83
WAT-C1	GRADE 5 + CLASS 1 CERTIFICATION	W15	18.18	18.82	19.47	20.13	20.79	21.42	22.06	22.70	23.33	23.99	24.62	25.31
WAT-C2	GRADE 2 + CLASS 2 CERTIFICATION	W22	14.11	14.58	15.05	15.54	16.04	16.52	16.99	17.50	17.97	18.45	18.94	19.42
WAT-C2	GRADE 3 + CLASS 2 CERTIFICATION	W23	15.48	16.00	16.51	17.03	17.55	18.04	18.54	19.06	19.56	20.10	20.59	21.12
WAT-C2	GRADE 4 + CLASS 2 CERTIFICATION	W24	16.77	17.33	17.89	18.47	19.05	19.60	20.20	20.78	21.33	21.93	22.49	23.08
WAT-C2	GRADE 5 + CLASS 2 CERTIFICATION	W25	18.43	19.07	19.72	20.38	21.04	21.67	22.31	22.95	23.59	24.25	24.88	25.57
WAT-C3	GRADE 2 + CLASS 3 CERTIFICATION	W32	14.36	14.83	15.31	15.79	16.29	16.78	17.24	17.75	18.22	18.71	19.19	19.67
WAT-C3	GRADE 3 + CLASS 3 CERTIFICATION	W33	15.73	16.25	16.77	17.29	17.80	18.29	18.80	19.32	19.81	20.35	20.85	21.38
WAT-C3	GRADE 4 + CLASS 3 CERTIFICATION	W34	17.02	17.58	18.15	18.73	19.31	19.85	20.45	21.03	21.58	22.19	22.75	23.33
WAT-C3	GRADE 5 + CLASS 3 CERTIFICATION	W35	18.69	19.33	19.98	20.63	21.29	21.92	22.56	23.20	23.84	24.50	25.13	25.82
WAT-C4	GRADE 2 + CLASS 4 CERTIFICATION	W42	14.62	15.08	15.56	16.05	16.54	17.03	17.50	18.01	18.47	18.96	19.45	19.92
WAT-C4	GRADE 3 + CLASS 4 CERTIFICATION	W43	15.99	16.50	17.02	17.54	18.06	18.54	19.05	19.57	20.07	20.60	21.10	21.63
WAT-C4	GRADE 4 + CLASS 4 CERTIFICATION	W44	17.28	17.83	18.40	18.98	19.56	20.11	20.71	21.28	21.83	22.44	23.00	23.59
WAT-C4	GRADE 5 + CLASS 4 CERTIFICATION	W45	18.94	19.58	20.23	20.89	21.55	22.18	22.82	23.46	24.10	24.76	25.39	26.08

Section 4. Wage Schedule Administration.

- A. New hire probationary employees successfully completing their probation period will receive a one step increase in pay. New hire probationary employees will not be eligible for a step increase until their probationary period is successfully completed. The Cross Connection/Backflow Inspector must be certified in their field within six (6) months after obtaining this position to pass probation.
- B. Employees are eligible to receive a one (1) step pay increase, within the steps identified in Section 3, on the anniversary date of new hire or promotion whichever is applicable, if they meet the following eligibility:
 - 1. No level 2, level 3, or level 4 disciplinary actions on the employee's record since his/her last anniversary date.
 - 2. The employee receives an overall annual performance evaluation for 2012 of "Meets Expectations" or better rating,
- C. The wage schedule set forth in Section 3.B. above which includes the one and a half percent (1.5%) cost savings incentive adjustment shall become effective in the first full pay period of July 2013 provided that there is a demonstrated overtime compensation savings of either a minimum of \$12,950 in time spent during overtime meals during the first six months of 2013 or a reduction of a minimum of \$25,000 in total overtime compensation paid in the first six months of 2013 as compared to the first six months of 2012. In the event that the overtime cost savings are not realized, then the cost savings incentive adjustment shall not go into effect and further, the employees shall

be entitled to compensation for time spent during overtime meals beginning with the first full pay period in July, 2013

- D. Effective with the first full pay period of 2013, eligible employees will be provided an anniversary and/or probationary step increase or increases to make up for the probationary and/or anniversary step increases for which the employees would have been eligible but which were not provided in the Agreement covering the period of 2004 and 2005. Additionally, eligible employees will receive a step increase to make up for probationary steps for which the employees would have been eligible but which were not provided for in the Agreement covering the period of 2007, 2008 and 2009. Management and the Union will mutually agree to a list of the eligible employees and the steps to which they are entitled. In no event will an employee be provided a step increase that would place the employee above the maximum step for that grade. The step increases shall become effective in the first full pay period of 2013; provided however, if the employee is entitled to more than one step increase, second or subsequent increases may be implemented in subsequent, consecutive pay periods..

Section 5. Promotions.

- A. An employee who is promoted to a higher pay classification will be placed in the step that gives that employee as close to a three percent (3%) pay increase as possible. Such promotion establishes the employee's anniversary date for the purposes of this Section.

B. Utility System Worker Grade II employees are eligible but not entitled after three (3) years of service as a permanent employee to be promoted to Utility System Worker Grade III, if the employee is rated satisfactorily by Management and meets the minimum qualifications for position. Management and union will review this subsection after one (1) year.

Section 6. Reporting Time.

Any employee who is scheduled for work and 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 to report.

Section 7. Call-Back Time.

A. Any employee called back to work outside of his/her regularly scheduled shift shall be compensated at the employee's overtime rate for a minimum of three (3) hours or for the actual number of hours worked, whichever is greater. However, in no case shall an employee be compensated for both call-back time and actual hours worked. Call-back will only apply to the first time an employee is called back to work. The twenty-four (24) hour call time period for the purpose of this Section and the following Section shall be defined as beginning at the end of the normal work shift and continuing until 7:00 a.m. the next morning and from 7:00 a.m. to the following 7:00 a.m. on unscheduled workdays (typically weekends and holidays). If the employee is required to work a total of three (3) hours or more, the standard overtime and/or regular pay provisions shall apply depending on individual eligibility for overtime or regular

compensation. Call-back time paid during an observed holiday will be paid at double time. Only one minimum three (3) hour call-back time allowance shall be provided per twenty-four (24) hour call-back time period.

B. Meter Services Section employees while in standby status shall receive overtime rates of pay, in lieu of call-back time, for hours worked to receive and make phone calls that do not require reporting to a job site.

Section 8. Standby.

Any employee selected by Management as being on standby and specifically designated as a standby employee shall be compensated two (2) hours standby pay on his/her normal scheduled workdays and three (3) hours standby pay on each day of weekends and approved holidays. All standby pay will be compensated at regular straight time pay.

Section 9. Operator Incentive.

Plant Operators holding a Class IV operator's license will be paid at Grade 5 for pay purposes. They will go to the step in Grade 5 that gives them as close to a three percent (3%) pay increase as possible and advance from that step. Such pay will commence the first full pay period after the employee shows proof of Class IV license. Such promotion establishes the employee's anniversary date for the purposes of this Section.

Section 10. Shift Differential.

Permanent employees scheduled to work a shift which starts at or after 12:00 noon but before 6:00 a.m. shall be paid an additional fifty cents (\$0.50) per hour while working that shift.

Section 11. Hazardous Material Team.

Each employee assigned to the Hazardous Material Team shall be paid an additional fifty cents (\$.50) per hour based on actual hours worked.

Section 12. Bilingual Pay.

Any employee who has been tested and designated by Management as a bilingual employee shall be paid a lump-sum bonus of two hundred fifty dollars (\$250.00) during the first full pay period of each year.

Section 13. Voluntary Certification.

Except for Plant Operators who are already being compensated for certification in accordance with Article 7, Section 9, an employee in Pay Grades two (2) through five (5) who already possesses or earns a National Association of Boards of Certifications (ABC) or State of Kansas certification shall be entitled cumulatively to an additional twenty five cents (\$0.25) per hour increase in salary for the first such (Class 1) certification; twenty five cents (\$0.25) per hour for the second (Class 2) certification; twenty five cents (\$0.25) per hour for the third (Class 3) certification; and twenty five cents (\$0.25) per hour for the fourth (Class 4) certification, or an overall one dollar

(\$1:00) per hour maximum for all four (4) classes. Because the certifications need not be obtained sequentially, a bargaining unit member who attempts and qualifies for a class above his/her next numerical progression will be compensated on the basis of the actual level achieved. The effective date for pre-existing certifications shall be January 1st, 2010; for any certifications thereafter, the effective date shall be the first day of the first full pay period following the date awarded. In order to continue to receive an incentive as stated above, an employee must, prior to expiration, present evidence of certification renewal at the Class Level being compensated. A failure to maintain or loss of certification for any reason shall result in corresponding reductions in salary effective the first day of the first full pay period after the lapse.

Plant Operators holding a Class 4 operator's license will be paid the same as an uncertified Foreperson at Grade 5, as stated in Article 7, Section 9. In addition, such Operators shall be eligible for further incentives for acquiring either their Distribution Certifications/License or Wastewater Treatment Plant Operator (WTPO) certification/license at the Class 1 through 4 levels, with the same monetary progressive schedule as spelled out above. As with movement to the Class 4 category, the effective date of Distribution Certification/License or Wastewater Treatment Plant Operator Certification/License, incentives shall be paid the first day of the first full pay period following authentication of receipt. Consistent with the above stated certification renewal and retention requirements, Distribution Certification/License or Wastewater Treatment Plant Operator Certification/License must be maintained in order to continue to receive authorized incentives.

Section 14. Trainer Pay

Employees shall be entitled to an additional compensation of one dollar (\$1.00) per hour as a training incentive for the actual time engaged in providing the training if the following conditions are met:

1. Approval by the OUTD of the proposed training topic and curriculum. Such decision shall be based on the relevance and applicability of the proposed topic in light of its relevance to the work performed by the division or OUT.
2. The employee achieve and maintain certification or successfully complete dedicated coursework and maintain their proficiency or expertise in the training subject matter.
3. The employee prepare a curriculum including testing materials for the training subject.

Section 15. Performance Evaluations

A. The purpose of the employee performance evaluation shall be to inform employees of how well they are performing their work and how they can improve their work performance. Employees' performance evaluations shall be required at the end of every probationary period. After the probationary period, employees shall be evaluated annually (2080 hours). The Department Head may require more frequent evaluations if the employee's job performance merits. The City shall inform the employee in writing, within fourteen (14) days of the end of the probation period, of their successful completion, or failure to complete the probationary period. Annual evaluations shall be

completed within thirty (30) days of the scheduled performance evaluation. The Department Director will establish the cycle for the annual performance evaluation with notification being made to the employee as to when the performance evaluation cycle will occur. Whenever possible, the performance review shall be conducted by the employee's immediate supervisor. Failure to perform the above cited evaluation shall mean the employee has been deemed to satisfy the requirements of at least a "Meets Expectations" overall rating.

B. The evaluation will be derived from the employee's position description. The position description will contain actual duties. The performance appraisals shall be comprised of measurable standards of performance from the position description. The ratings shall be made annually on forms reflecting the performance requirements. Each employee subject to evaluation shall be provided with a copy of his/her position description and a set of performance standards at the beginning of each evaluation period. Performance evaluations shall be confidential and shall be made available only to the employee evaluated, their supervisor and managers or department head, the Human Resources Director, the City Manager, any person designated by the employee, and any individual who may reasonably need access to the performance evaluations as required for legal actions including the resolution of grievances. The employee shall be provided with a copy of the completed evaluation. The performance evaluation form shall contain a provision that notifies the employee of his/her appeal rights.

C Any employee who has received a "Needs Improvement" rating may appeal that evaluation by filing notice of intent with the department head within fourteen (14) days of delivery of the evaluation. The notice of intent to appeal performance

evaluation rating shall be in writing and include the portion(s) of the evaluation that is being appealed and state the desired remedy sought through the appeal process. The appeal procedure is set forth below:

1. On receipt of notice of an appeal, the department head shall, within five (5) working days, select one person to serve as the City's representative to serve on the appeal committee and shall notify the employee filing the appeal of the name of the person selected to serve. The person selected to serve on the appeals committee shall be a benefit eligible employee of the City.

2. The employee filing the appeal shall, within five (5) working days of the filing, select one (1) person to serve as their representative to serve on the appeals committee and shall notify the department head of the name of the person selected to serve. The person selected to serve shall be a benefit eligible employee of the City.

3. The persons selected pursuant to 1 and 2 above shall meet within five (5) working days of notification of their appointment to select a chairperson to serve on the appeals committee. The person selected as chairperson shall be a permanent employee of the City. In the event the two persons selected by the department head and the employee filing the appeal cannot agree on a neutral chairperson, then management and the union shall meet and decide upon a neutral chairperson.

4. The appeals committee shall schedule a hearing within five (5) working days of the appointment of the chairperson. Time spent serving on the appeals committee shall be considered as hours worked.

5. The person filing the appeal shall have the right to call as a witness any individual having knowledge of the ability of the employee to perform the job providing that the witness shall have the right to refuse to testify regarding the ability of the employee to perform the job.

6. The supervisor who performed the evaluation shall appear at the hearing and explain the basis for the evaluation as it was written.

7. The appeals committee shall, within five (5) working days of the hearing, either sustain the performance evaluation or make a determination which is based on the committee majority decision that the performance evaluation warrants a change to be made to the rating. The majority decision shall be supported by written findings. The committee's recommendation shall be forwarded to the department head to initiate a rating change if recommended by the committee. The majority decision, including the written findings, shall be also provided to the employee filing the appeal.

D. Performance evaluation ratings are not subject to the grievance procedure as the grievance procedure does not afford the opportunity to change a specific performance rating. Provided however, that if the first notice the employee receives of a grievable matter is through the performance evaluation, the employee shall have the right to grieve that matter, in accordance with the grievance provisions set forth in Article 10 of this Agreement. The performance rating is not subject to the grievance procedure.

Section 16. Wage Comparability Study

Union and Management jointly conducted a wage comparability study during 2011 and 2012. A copy of the final report entitled AFSCME 2012 Water Comparability Study is attached hereto as Appendix B.

ARTICLE 8 OVERTIME

Section 1. Definition of Overtime.

Overtime is defined as all hours actually worked outside an employee's normal schedule. Overtime work must be approved by Management and shall be calculated to the nearest one-quarter (1/4) hour.

Section 2. Temporary Employees.

Temporary Employees are limited to working overtime only when all trained and qualified permanent employees have been offered and declined.

Section 3. Rate of Pay.

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

Section 4. Deferments.

A. Employees on a particular list may request deferral until the list has been exhausted. An employee who has requested deferral must remain available until the Employer has satisfactorily secured enough employees to work the overtime. The Employer shall notify the employee requesting deferral of his/her release when sufficient employees have been secured. The employee deferred shall report to duty upon the second notice.

B. Any employee excused or deferred from overtime will have the amount of time on the particular accumulated overtime list adjusted the same as if he/she had worked.

C. Once an overtime work assignment is made to employees from the overtime lists, 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 employee with the same job classification or one higher classification except for the Forepersons which could find a Lead Person to complete the assignment. Provided however, management may permit substitution for an even higher classification in the event that the employee cannot find a replacement in the same or one higher classification.

Section 5. Employee's Obligations to Perform Overtime Work.

No employee shall have the right to refuse a call for overtime work. The Employer may excuse employees for overtime work under circumstances which Management deems appropriate, provided the assigned employee finds a qualified replacement in the same job classification or one higher classification except for the Foreperson which could find a Lead Person to fulfill his or her overtime commitment. Provided however, management may permit substitution for an even higher classification in the event that the employee cannot find a replacement in the same or one higher classification. Each such occurrence shall be considered by Management on a case-by-case basis.

Section 6. Special Circumstances.

The Employer or the primary foreperson on call shall retain the right to call any employee in to work overtime without regard to the accumulated overtime list if, in the opinion of Management, a particular employee's job skills or knowledge is required or if due to the nature of the emergency a delay in reporting time could be encountered.

Section 7. Posting of Lists.

All overtime lists for each section or work crew shall remain available for review by the employees.

Section 8. Sleep Time.

Sleep time is authorized time for employees to be off from regular work shift due to fatigue from working overtime.

A. Employees working a regular shift, not on standby/call status, will ordinarily be required to report for their regular shift or any portion thereof eight (8) hours after completion of overtime work.

1. If the employee works past 3:00 a.m. he or she will be permitted twelve hours after the completion of the overtime work before being required to report for his or her regular shift.

2. If the employee has worked 48 hours or more in the previous 72 hours or 18 hours or more in the previous 24 hours, the employee will be permitted twelve (12) hours after the completion of the overtime work before being required to report for his or her regular shift.

3. Employees will be permitted to use sleep time for the portion of the subsequent work day which is covered by the eight (8) or twelve (12) hour period.

B Employees assigned to standby/call list for a specific week shall be exempt from the provisions of subsection A.

Section 9. Distribution of Overtime Work. Overtime work shall be distributed to employees as per the following methods:

A. Meter Services, Water Services, Technical Services, Plant Maintenance and Operations Employees. Overtime shall be assigned in a fair and equitable manner to all employees who normally perform such duties, provided, however, that such employees have received adequate training for the required job duties.

B. Water Services (Distribution) Employees.

1. If the Standby Foreperson requires additional employees other than members of his/her crew, then he/she shall be responsible for having other employees on the Additional Overtime List called out for the overtime work. The first time it is necessary for the Foreperson to call employees outside his/her crew, the first employee with the most seniority on the Additional Overtime List shall be called. For each subsequent time that it is necessary for the Foreperson to call employees outside his/her crew, the Standby Foreperson shall call the employee after the last one who was contacted for the last overtime opportunity, thus rotating the seniority list for purposes of offering overtime. Any employee unavailable for overtime shall not be offered overtime again until the entire list in

said category or classification has been exhausted, provided, any employee who has been called out for an emergency and is still on emergency duty may be required to continue to work as long as any other emergencies exist. Any time an employee is on assigned standby, he/she will be bypassed on the Additional Overtime List.

2. If an employee becomes fatigued when working overtime, then he/she may inform the Foreperson in charge of his/her crew that he/she is fatigued and request that a replacement be found. The Foreperson, upon receiving such a request, using the Additional Overtime List, shall then seek an employee to replace the fatigued employee, and upon the replacement employee's arrival, the Foreperson shall release the fatigued employee to go home.

Section 10. Emergency Standby/Call Lists. Employees that are assigned to standby will be on a seven (7) day rotational basis using standby/call lists and will be paid standby in accordance with Article 7, Section 8.

A. Water Services Emergency Standby – Standby/Call list will consist of, as a minimum, a Foreperson and two (2) other qualified employees. Other qualified employees will be called in if needed.

B. Plant Maintenance Emergency Standby – Plant Maintenance employees, if assigned to standby, will have a consolidated list consisting of all qualified employees that shall be maintained by seniority and in rotational order with one (1) person on emergency call each week.

C. Meter Services Section Standby – Meter Services Section employees, if assigned to standby, will have a consolidated list consisting of all qualified employees that shall be maintained by seniority and in rotational order with one (1) person on emergency call each week.

ARTICLE 9 DISCIPLINE AND DISCHARGE

Section 1. Progressive Discipline.

Management shall apply the concept of progressive discipline for offenses of a nature not serious enough to warrant immediate suspension or discharge and shall point out deficiencies in work at the time, or as soon as practicable following knowledge of problems. Management shall strive to make suggestions and corrections in a constructive and helpful manner. Corrective action and suggestions should not be construed or mistaken for disciplinary action. When disciplinary action or other corrective measures are warranted for just cause, they may include the following but may not necessarily be initiated in this order:

Documented Oral Reprimand (Level 1) - Management must inform the employee that he/she is receiving a Documented Oral Reprimand and of his/her right to Union representation, which shall be provided if so requested. The employee shall also be given reasons for such discipline.

Written reprimand (Level 2) - Notice to be given in writing.

Suspension (Level 3) - Notice to be given in writing.

Discharge (Level 4) - Notice to be given in writing.

Whenever appropriate, employees shall be referred to the Employee Assistance Program for assistance in dealing with outside influences that are affecting their job performance.

Compliance with City, Department and the Utilities and Transportation Division rules are necessary for safe and efficient operations and to maintain sound relationships with employees. Below is a listing of certain offenses which the Employer

feels are of such a serious nature as to warrant immediate discharge or suspension. The Employer shall have the absolute and unalterable right to terminate or suspend for just cause an employee immediately and without any prior notice of any kind for the violation of these rules. Related and mitigating factors may be considered when determining the action to take. The list of offenses presented herein does not purport to be all-inclusive.

1. Refusing to perform work assignments.
2. Leaving work assignment and/or City property without permission.
3. Possession of intoxicating beverages or illegal drugs on City property.
4. Possession of any type of firearms or explosives.
5. 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 Management.
6. Knowingly falsifying information to the City.
7. Using threatening language to a supervisor or striking a supervisor.
8. Fighting on City property, including striking a fellow employee or the striking of a supervisor or threatening a fellow employee or supervisor with apparent intent to cause bodily harm.
9. Soliciting or performing work during working hours other than for the Employer.

10. Consumption of alcohol or use of drugs or in a condition unable to perform duties because of the consumption of alcohol or use of drugs.
11. Willful and/or reckless neglect of duty.
12. Failure to return to the job after an approved leave of absence or failure to return to the job after any other permitted departure.
13. Conducting personal business during work hours without approval by Management.

The preceding list does not limit Management's right to take appropriate corrective or disciplinary action for just cause as needed. Any employee receiving a corrective or disciplinary action shall sign any such action to acknowledge receipt of the action. Provided, if the employee refuses to sign, the Union Representative, if present, may be requested to sign the action acknowledging the employee was advised of the action. Employees may request the presence of a Union Representative at disciplinary proceedings.

A permanent employee, as defined in Article 2, Paragraph C of this Agreement, may be removed for just cause. Any employee removed for just cause shall be given written notice of his/her dismissal stating the cause for removal. Any employee dismissed for just cause shall be removed from the payroll immediately.

Section 2. Manner of Discipline.

If the Employer has reason to counsel/discipline an employee, it shall normally be done in a private setting, not before other employees or the public, and with Union representation if requested.

Section 3. Notification and Measure of Disciplinary Action.

Management will inform the Union of pending disciplinary actions within fifteen (15) working days after Management becomes aware of an incident.

For discipline other than documented oral reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, Management shall notify the Union of the meeting and then shall meet with the employee involved and inform him/her of the reason for such contemplated disciplinary action. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union Representative shall be given the opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested. If the employee does not request Union representation, a Union Representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, Management shall promptly furnish the employee and the Union, in writing, a clear and concise statement of the reasons therefore. Once the

measure of discipline is determined and imposed, Management shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

An employee shall be entitled to the presence of a Union Representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

Section 4. Limitations on the Use of Disciplinary Actions in an Employee's Personnel File.

Disciplinary actions for offenses of a nature not serious enough to warrant immediate suspension or termination shall not be used for employment decisions relating to the employee including progressive disciplinary actions, or promotional opportunities if the employee receives no additional disciplinary actions for offenses of a similar nature for a period of two (2) years.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 1. Definitions.

A grievance is defined to be any matter(s) involving an alleged violation of this Agreement occurring, during its term only, by the Employer as a result of which the aggrieved employee maintains that the employee's rights or privileges have been violated by reason of the Employer's interpretation or application of the provisions of this Agreement. Such matter(s) shall be exclusively resolved in accordance with the procedure herein provided. Both parties agree to keep the grievance procedure free of non-meritorious grievances claims.

Section 2. Applicability.

This process shall apply to permanent employees in the bargaining unit. Provided, however, initial probationary employees may utilize the grievance procedure for benefit issues only.

Section 3. Representation.

The Union shall be the exclusive representative of all the employees in the bargaining unit for the purposes of presenting to and discussing with the Employer grievances of any and all such employees arising from such employment.

Section 4. Union Grievances.

Employees, groups of employees, or Union designees who are members of the bargaining unit shall have the right to initiate a grievance when any provision of this

Agreement has been violated or when the Employer's interpretation of the terms and provisions of this Agreement leads to a controversy with the Union over application of the terms or provisions of this Agreement. Only the Union or the City may proceed with a grievance beyond Step 3.

Section 5. Steward System.

The Employer agrees to recognize stewards who have been designated by the Union to serve in this capacity. The number of stewards and/or alternates selected from among permanent employees in each appropriate unit will not exceed seven (7) stewards and/or alternates for the Office of Utilities and Transportation. One of the stewards selected by the Union shall be designated as the Chief Steward.

The Union agrees to provide the Employer a list of all stewards, designating their assignment as a regular or alternate steward. The Employer agrees to provide a list of all supervisors, designating the area of the appropriate unit in which they serve as a supervisor. The Chief Steward is not restricted to any area in performing assigned functions as long as the Chief Steward remains within boundaries of the appropriate bargaining units. The steward list will be maintained on a current basis.

Stewards shall be allowed reasonable time during working hours, without loss of pay or leave, for the sole purpose of investigating grievances in the appropriate bargaining unit represented by the steward. Reasonable time for this purpose shall be interpreted to mean not more than sixty (60) minutes per week. Extensions of this time limit may be authorized by Management and will not be unreasonably denied. Before

leaving the assigned work area, the steward will notify the immediate supervisor who is not in the bargaining unit and advise:

1. That the absence will involve Union business as it relates to possible grievances: and
2. The location to which the steward is going.

It is understood that the work and service provided by the Employer are the primary concern and such requests for absence on Union business will reflect that concern. If the supervisor feels that the steward cannot be excused at the requested time, the supervisor will make arrangements as soon as practical so the steward may be excused. On arriving at the destination, the steward will seek out the designated supervisor and advise:

1. The purpose of the steward's visit; and
2. The name of the employee to be seen.

The supervisor normally will make the employee available. If the employee is not available because of work demands, the supervisor will make arrangements, without undue delay, to make the employee available.

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 be allowed two (2) hours per week for investigating grievances.

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

The number of authorized stewards is subject to modification upon mutual agreement by the parties.

Section 6. Procedure.

The Employer and the Union agree to the following exclusive procedure of presenting and adjusting grievances which must be processed in accordance with the steps, time limits, and conditions listed below. Time limits will not begin until notice and/or responses are given to the appropriate individuals including employee, Employer, and Union.

STEP 1: The aggrieved employee and/or his/her Union Representative shall discuss the matter with the employee's immediate supervisor outside the bargaining unit within fifteen (15) working days of the occurrence of the incident giving rise to the grievance or from the time the employee reasonably became aware of the incident giving rise to the grievance.

STEP 2: In the event the grievance is not resolved by discussions between the grievant and the supervisor, the grievant may, within ten (10) days, reduce the grievance to writing and file the formal grievance with the Division Director. The grievance shall be signed by the employee and by the Union Representative and shall set forth the facts of the dispute, the relief sought, and shall refer to 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 Division Director and the Union Representative and employee. Such meeting shall be scheduled and held within ten (10) working days. The Division Director

shall give his/her written answer within ten (10) working days after the close of discussion.

STEP 3: In the event the grievance is not resolved at step 2 to the satisfaction of the grievant, he/she may, within five (5) days, file the grievance with the Department Director. The Department Director shall conduct a meeting with the grievant and his/her Union Representative and shall within ten (10) working days deliver his/her written response to the grievant and the Union.

STEP 4: If the Union does not consider the matter resolved at step 3, the Union may, within five (5) days, file the grievance with the Human Resources Department. Representatives of the Human Resources Department shall investigate and shall conduct an informal hearing into the matter giving all parties and opportunity to state their positions. The representative of the Human Resources Department shall provide an answer to the matter within fifteen (15) working days of receipt of the grievance.

STEP 5: The answer of the representative of the Human Resources Department shall be final unless the grievance is appealed to arbitration by the Union, giving written notice of the intent to arbitrate to the Human Resources Department within fifteen (15) working days after receipt of the final answer.

Section 7. Arbitration.

If the grievance is appealed to arbitration by the Union, the parties shall first meet and try to agree on an arbitrator. This meeting shall take place within ten (10) working days of receipt of the notice specified in Step 5. Failing such agreement, the parties shall

jointly request a panel of five (5) arbitrators from the Federal Mediation & Conciliation Service, American Arbitration Association, or the Kansas Public Employee Relations Board. Should the first panel of arbitrators be found to be unacceptable, then either party may request that a second panel of arbitrators be obtained. The Union will provide payment for one half of the expense to obtain a roster of arbitrators within seven (7) days of the notification of the intent to arbitrate or any request for a list of arbitrators. Failure to submit payment for the roster within seven (7) 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.

The alternate striking method shall be utilized with the Union to strike the first name from the panel and then each party shall in turn strike a name until one arbitrator is left. The arbitrator shall be notified of the selection by a letter. Both parties agree to provide the other party with a list of all known witnesses to be used in the arbitration hearing. If evidence not presented at Step 5 of this procedure is to be used at the arbitration hearing, the evidence shall be exchanged prior to the arbitration hearing or the arbitrator may grant a continuance of the hearing at the request of the party who did not receive the evidence in advance.

Section 8. Authority of Arbitrator.

Only one grievance may be decided by the arbitrator at any hearing unless the parties mutually agree to waive this requirement. The arbitrator shall have no right to add to, subtract, nullify, ignore, or modify any of the terms of this Agreement or expand the issue presented. The Arbitrator shall consider and decide the issue stipulated by

the Employer and the Union, or the arbitrator shall frame the issue to be determined. The award of the arbitrator shall be binding on the Employer, the Union and the employee or employees involved.

Section 9. Arbitration Expenses.

The fee and expenses of the arbitrator shall be shared equally by the Employer and the Union. Each party shall be responsible for its own arbitration expenses including compensating its own representatives and witnesses, if necessary..

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 Employer representative fails to file his/her written answer within the time limit therein set forth, 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 Employer's answer will be considered settled on the basis of the City's last answer. Extensions of days to answer or move a grievance may be extended by mutual agreement.

Section 11. Representation.

An aggrieved employee shall be entitled to have only one employee Union Representative (not including the Chief Steward at the 3rd & 4th Steps hearing) at any level of the grievance procedure. Both parties will notify the other party in advance of a grievance hearing and, if possible, the person each party will have in attendance at the grievance hearing.

Section 12. Unapproved Work Practices.

Work practices which have not been approved by Management shall not be subject to the grievance procedure, unless Management has been notified of the practice by the Union and corrective action was not taken within ten (10) working days. An employee will have an additional five (5) working days to file a grievance if Management does not initiate corrective action within the ten (10) working days.

Section 13. Employee-Employer Meetings.

The Employer may meet at least once a month at mutually convenient times with Union Representatives. The purpose of the meetings will be to discuss procedures for avoiding grievances. The Union Representatives may discuss with the Employer other issues which would improve the relationship between the parties. Such meetings shall not exceed one (1) hour per month unless mutually agreed.

ARTICLE 11 GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion.

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, marital status, race, disability, gender, sexual orientation, color, creed, national origin, or political affiliation. The Union shall share equally with Management the responsibility for applying this provision of the Agreement.

Management agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by Management or any Management representative against any employee of Union membership.

The Union recognizes the fact that both Union shop and agency shop agreements are in violation of the right to work section in the State Constitution. As a result, there shall be no coercion exercised upon any employee in an attempt to persuade them to join the Union. Likewise, there shall be no discrimination, interference, threats, or restraint exercised upon any non-union employee. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees within the bargaining unit, without discrimination, interference, restraint, or coercion, whether or not they belong to the Union.

Section 2. Work Rules.

It is understood that work rules and/or regulations will not be inconsistent with the provisions of the Agreement. Work rules and/or regulations will be reasonable and uniformly applied in like circumstances.

Existing work rules and regulations pertaining to the performance of work and conduct of employees shall be available in each Section for review by employees. One copy of the rules and regulations shall be made available to the Union.

When existing work rules are changed or new rules established, they shall be posted prominently on each Section bulletin board for a period of seven (7) calendar days before implementation.

In the event an emergency is declared by Management, existing work rules may be changed without prior notice. Such emergency work rule changes shall only remain in effect during the emergency as declared by Management.

Section 3. Night Security.

It is agreed that Management will provide for all employees working in facilities by themselves to be regularly checked to assure their health and safety.

Section 4. Voluntary Termination.

Any voluntary termination initiated by an employee shall be effective the day following receipt of written notice by Management unless a date other than the next day is designated in the written notice, to a maximum of fourteen (14) days.

Section 5. 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 material belonging to the City;
- c. Any keys, fobs or Identification cards and all copies thereof that could be used to gain access to property; and
- d. Protective devices, clothing or equipment furnished by the City

Failure to return such property may result in the Employer pursuing civil remedies to recover such property or its value.

Section 6. Personnel Records.

A. Definition. The term "personnel record," as used in this Article, shall mean the records and/or files related to an employee's job with the Employer which are maintained in the official personnel file at the Human Resources Department.

B. Access to Personnel Records. It is agreed that individual personnel records and files shall be considered confidential and the property of the Employer. It is also agreed that such official personnel records and files or information contained therein are not available to the general public except upon the written consent of the affected employee. The following provisions shall apply regarding an employee's access to his/her official personnel record.

1. Each employee shall be allowed to inspect and make copies of his/her personnel records. A written request to do so shall be directed to the Human Resources Department, which will schedule a time for inspection that is convenient for both the employee and the Human Resources Department. A charge may be made in accordance with the fee established by the City in

accordance with the Open Records Act for any copies of records made by the employee.

2. A Union Representative may, if the employee wishes, accompany the employee when reviewing his/her personnel record. Alternatively, an individual employee may authorize a Union Representative to review and/or copy his/her file. Such authorization shall be in writing, identifying the Union Representative authorized to review and/or copy said record(s), and be provided to the Human Resources Department prior to the desired time of review or copying of said record(s). However, neither the employee nor the authorized Union Representative shall be entitled to review or copy confidential pre-employment information except where a dispute exists as to the legality of the hiring process.

C. Removal and Deletion of Information from Record(s). Should an employee, after inspecting his/her personnel file, believe that certain material is irrelevant, inaccurate, or obsolete, he/she may submit a written request to the Human Resources Department to remove the material(s) from the file. The Human Resources Director will either remove the material(s) or inform the employee why the material(s) should remain in the file. If the employee is not satisfied with the decision, the employee shall be permitted to place a written statement of disagreement in the file.

Section 7. Employee Assistance Programs.

The Employer 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 a program directed to their rehabilitation. An employee may be required to seek appropriate remedial counseling if, in the determination of Management, the employee's personal behavior and/or activity is interfering with job performance. Referrals for assistance may be arranged confidentially either through the Human Resources Department, Management, or the Union Representative and/or designee.

Section 8. Residency.

All bargaining unit members shall be subject to the residency requirements as set forth in the City Code. The residency requirements of such members shall be governed by any amendments to, or repeal of, the current code; provided, however, that all bargaining unit members shall be required to reside within a distance which will allow them to report to work in an emergency in no more than a forty-five (45) minute period of time.

Section 9. Selection of Shifts by Plant Operators.

Seniority as a Plant Operator without regard to grade or class level shall be utilized in allowing Plant Operators to select their preferred shift, which once selected shall be controlling for a period of one (1) calendar year. A shift vacancy caused by illness, injury, self downgrade, retirement or termination which is anticipated to be six (6) months or more in duration shall be re-bid.

Section 10. Driver's License Requirement.

All bargaining unit members who are required to maintain a valid Class C Kansas driver's license or a commercial driver's license will be provided up to two (2) hours of on duty time to renew their respective driver's license or take the initial Commercial Driver's License test.

A. Employees shall be required to notify their supervisor in the event their driver's license is suspended, revoked or otherwise confiscated. Such notification shall be made to the supervisor prior to the start of the next scheduled work period. In no circumstances shall a City employee whose driver's license has been suspended, revoked, or otherwise confiscated, operate a City vehicle of any type prior to notification to the supervisor of the action. Failure to report the action or the operation of a City vehicle prior to notification shall be grounds for immediate disciplinary action up to and including termination from City employment.

B. Loss of License.

1. 90 days or less. An employee who suffers a loss of his or her license for a period of ninety (90) calendar days or less shall be assigned to non-driving duties for a period of thirty (30) calendar days. An employee may be assigned to non-driving duties for which the employee is qualified if such assignments are available for an additional sixty (60) calendar days and will be paid at the pay 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 during this

ninety (90) calendar day period, the employee shall be reinstated to his or her former position.

2. More than 90 days. An employee who suffers the loss of his or her license for a period of time greater than ninety (90) calendar days shall be removed from his or her position and shall be eligible for an additional ninety (90) calendar days to compete for non-driving positions. Employees may use accrued vacation, personal leave, or compensatory time during this ninety (90) calendar day period.

Section 11. Cell Phone.

Employees may be required to have cell phones as a tool for their job assignment as determined by management. Employees who are identified as being required to have a cell phone are subject to the appropriate cell phone policy of the City.

ARTICLE 12 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, and retain employees in positions within the public agency;
- C. Suspend or discharge employees for just cause;
- D. Maintain the efficiency of governmental operation;
- E. Relieve employees from duties because of lack of work or other legitimate reasons;
- F. Take action as may be necessary to carry out the mission of the agency in emergencies; and
- G. Determine the methods, means, and personnel by which operations are to be carried on.

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

ARTICLE 13 LAYOFF, RECALL, & BUMPING

Section 1. Layoffs and Determination.

“Layoff” shall be defined as a reduction of staff or the elimination of any classification or position to ensure the efficient and economical operation of the Department, as determined by Management. In the event a reduction in force is necessary, employees shall be laid off as follows:

- A. Management shall first designate the classification(s) where the layoff will occur, and in general, temporary employees or employees who are partially subsidized through specially budgeted programs shall be laid off first, followed by employees on part-time schedules, followed by full-time employees.
- B. The layoff of full-time employees will occur in the inverse order of their seniority in the classifications.

An employee shall only have entitlement to retaining a position in which he or she has completed a probationary period, provided such a position is available.

Section 2. Required Notice.

Employees who are to be laid off shall be given written notice at least fifteen (15) calendar days in advance of the date of the layoff, or if sufficient notice is not given, Management shall give the equivalent amount of difference in pay between the required notice and days worked (*160 hours* for 40 hour employees) to the individual in lieu of the required notice. The Union shall be given a copy of the layoff notice.

Section 3. Recall.

Employees shall be recalled from layoff according to their seniority in the job classification in which Management has declared a vacancy. If there is more than one employee available to be recalled, Management shall consider the employee with the most prior seniority and qualifications in that classification. Management shall retain a list of those employees who have been laid off. Those employees who have remained on a layoff status for one (1) day past eighteen (18) months shall be struck from the list forever and shall not be included in any recall list of employees by Management. The employee shall notify Management in writing and by certified mail within ten (10) days of any change of address. Any employee failing to provide such notice shall not have recourse, legal or otherwise, against Management if a recall occurs and he/she fails to receive notice of the recall.

Management agrees to notify the employee(s) laid off by mailing (through certified, return receipt requested mail) the notice of a job opening in a specific job classification to the last address provided by the employee(s) to Management in the manner set out in the foregoing paragraph.

Any employee(s) receiving notice who desire to be considered for openings shall be required to notify Management, in writing and by certified mail, within ten (10) calendar days after the postmarked date of Management's notice to the employee of his/her availability to fill the position. His/her notice shall contain the exact date the employee shall be available to return to work; however, he/she shall be required to be available to return to work within fifteen (15) calendar days of the postmarked date of Management's notice to the employee. Provided further, any employee failing to advise

Management within ten (10) working days from the postmarked date of Management's notice to the employee of the exact date he/she will be available to return, not to exceed twenty-four (24) days from the postmarked date of Management's notice, shall no longer be considered by Management.

Section 4. Bumping.

"Bumping" shall be defined as the process whereby an employee may move from his/her present classification to another classification for which he/she is qualified in order to replace an employee with less divisional seniority.

It is understood that if there is any dispute or for any reason either party deems it advisable, that party may seek a court interpretation or clarification of the employer's position in regard to the status of minority employees in regard to bumping.

Section 5. Layoff Options.

Nothing in this Agreement shall prohibit the City Manager and Human Resources Director 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. A rotation layoff system;
- D. Other variations which may cause minimal impact on services rendered to the public.

Section 6. Severance Pay.

A. Office of Utilities and Transportation employees as defined in Article 1, Section 3 hired before January 1, 2013 shall be eligible to receive severance pay after completing one year of service and shall be compensated according to the following schedule:

Length of Service	Separation Pay
0 or less than 1 year	- 0 -
1 Year – Less than 10 years	One (1) week salary for each complete year of service, as of the date of separation or a minimum of four (4) weeks salary, whichever is greater.
Over 10 years	Two (2) weeks salary for each complete year of service, as of the date of separation

However, in no case shall severance pay exceed one (1) year's salary.

B. Office of Utilities and Transportation employees as defined in Article 1, Section 3 hired on or after January 1, 2013 shall be eligible to receive severance pay after completing one year of service at the rate of one (1) week of salary for every year of service, prorated to the nearest month, but in no case less than four (4) weeks or more than twenty-six (26) weeks salary.

C. Severance pay shall be calculated using the employee's regular base hourly wage and shall not include any premium payments for overtime, longevity, and so on.

ARTICLE 14 SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by any tribunal of competent jurisdiction, such invalidation of such part or provisions shall not invalidate the remaining portions hereof. The portions or provisions remaining shall continue in full force and effect.

Any invalidated provision shall be subject to the meet and confer procedure.

ARTICLE 15 CLOSURE CLAUSE

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time that they negotiated or signed this Agreement. This does not apply to written policies the employer has presently in effect which are not in conflict with the collective bargaining agreement.

ARTICLE 16 CITY ORDINANCES

The parties agree all ordinances now in force or hereafter enacted by the Governing Body of the City of Topeka shall be applicable to all employees within the bargaining unit, provided that such ordinances are not in conflict with any article, section of any article, or any language contained in this Agreement.

ARTICLE 17 SUCCESSOR CLAUSE

In the event the City of Topeka consolidates City departments and/or divisions represented by AFSCME Local 1294 for the purpose of efficiency or better service to the public, this Agreement shall continue to govern the terms and conditions of employment for those positions identified in Article 1 of this Agreement.

ARTICLE 18 TERMINATION AND CONTINUATION OF CONTRACT

This Agreement shall be effective January 1, 2013 and in full force and effect through December 31, 2015. Either party may reopen contract negotiations by written notice to the other party by March 1 on the subjects of wages for 2014 and 2015 and healthcare benefits for 2015. All provisions of this Agreement shall continue in full force and effect during the negotiations for any successor Agreement. The City and AFSCME agree that the provisions of this Agreement may only be reopened by mutual consent of the parties throughout the term of this Agreement. In the event of severe budget shortfall caused by unforeseen external national and/or the significant curtailment of essential services provided by the bargaining unit members to the City's citizens, the parties agree to reopen Article 7 Wages.

Negotiations shall commence within thirty (30) days of the above required notice unless such time is extended by mutual agreement of the parties.

DATED AND ACKNOWLEDGED THIS _____ DAY OF _____ 2012, IN THE
CITY OF TOPEKA, KANSAS, BY:

AFSMCE WATER LOCAL 1294

CITY OF TOPEKA, KANSAS

Roger Levings, Business Representative
AFSCME, Council 72

Jim Colson, City Manager

ATTEST:

Pete Vobach, President
AFSCME, Local 1294

Brenda Younger, City Clerk

Ron Perry, Chapter Chair, Water Division
AFSCME, Local 1294

Mike McGee, Public Works Director

Brad Duchesneau
Chief Steward, Negotiator

Bruce Northup, Water Plant Manager

Jermel Walker
Alt. Steward, Negotiator

Cindy Fitchpatrick, Water Services Support
Manager

Larry DeLong
Alt. Steward, Negotiator

Duane Overfield, Meter Services Manager

Scot Cramer
Alt. Steward, Negotiator

Charlie Shinn, Director Water Services

Mitch White
Alt. Steward, Negotiator

Catherine Walter, Sr. Assistant City Attorney

Anthony Strange
Alt. Steward, Negotiator

APPENDIX A

CITY OF TOPEKA CONTRACT NO. 42395

JOINT MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2012, by and between the City of Topeka, a duly organized municipal corporation hereinafter referred to as the "City" and the AFT Kansas Local 6406, AFSCME Local 1294-Development Services, Fraternal Order of Police Lodge 3, International Association of Fire Fighters Local 83, Teamsters Local No. 696, AFSCME Local 1294-Water, and Water Pollution Control Division Local Union, hereinafter referred to as the "Ratifying Unions."

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The terms of the Agreement take precedence over any conflicting language concerning healthcare costs in any current agreement between the City and any one of the Ratifying Unions.

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

3. For the calendar years of 2013 and 2014, the City and Ratifying Unions agree to jointly share in the cost of provided group health benefits for City employees under the following cost-sharing formula based upon premium equivalents established by City administration prior to open enrollment each year:

(a) Premium equivalent for Base -Employee Only plan: 95% paid by

the City and 5% paid by the employee for calendar years 2013 and 2014, with the employee paying an additional \$25 per month to the health insurance fund for calendar years 2013 and 2014.

(b) Premium equivalents for Base plans for all dependent tiers: 58% paid by the City and 42% paid by the employee for calendar year 2013; 59% paid by the City and 41% paid by the employee for calendar year 2014. For calendar year 2014, in the unlikely event the City experiences budget shortfalls or faces legal requirements that, if not resolved during the budget year, would result in the layoff of represented employees, reduction in pay or benefits of represented employees, or the significant curtailment of services provided by represented employees to the City's citizens, premium equivalents will revert to previously stated levels for calendar year 2013.

(c) Employees shall pay 100% of the difference between the premium equivalent for buy-up plans and the amount paid by the City toward the comparable base plan.

(d) For calendar year 2014, a 1% discount off the premium equivalent of the employee contribution for the Single Base plan will be available for employees who acknowledge non-tobacco use. Additional cost saving initiatives will be explored through the Healthcare Advisory Committee.

(e) Healthcare cost sharing for 2015 forward will be reopened for discussion during the month of April 2014, by the City providing written notice to each of the Ratifying Unions no later than April 1, 2014. Negotiations shall commence within thirty days of the notice unless such time is extended by

mutual agreement of the parties.

4. This Memorandum of Agreement shall remain in full force and effect during any period of negotiations and/or conclusion of other procedures established within K.S.A. 75-4321 *et. seq.*

5. The Employer and Ratifying Unions 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.

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

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

CITY OF TOPEKA, KANSAS

Jim Colson, City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY

Brenda Younger, City Clerk

RATIFYING UNIONS

AFT KANSAS LOCAL 6406

AFSCME, LOCAL 1294-Development Services

FRATERNAL ORDER OF POLICE
LODGE NO. 3

INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 83

TEAMSTERS UNION, LOCAL NO. 696

AFSCME, LOCAL 1294-Water

WATER POLLUTION CONTROL DIVISION
LOCAL UNION

APPENDIX B

AFSCME 2012 WATER STUDY 1

AFSCME 2012 Water Comparability Study

Lacey Bisnett, Braxton Copley, Scot Cramer, Larry DeLong, Brad Duchesneau, Cindy
Fitchpatrick, Ron Perry, Jacque Russell, Charlie Shinn, Michele Smith, Anthony Strange, Pete
Vobach, Jermel Walker
City of Topeka

Local 1294 AFSCME Water Union, City of Topeka water management, and City of Topeka Human Resources agreed on a need for a wage comparability study focusing on wages only. A study on this area of the City had not been performed since the City wide study started in 1996 and completed in 1999. The previous study had been completed independently of the AFSCME Union. The study that is the topic of this report was a collaborative effort between the AFSCME Union, management, and Human Resources.

Historical Information

The City of Topeka engaged in its last official comparability study involving the Water AFSCME union in 1999. A number of locations used in the original have been used in the current study. At the time of the study, City positions were found to be significantly behind the average of the locations. As a result, position and pay structures were modified in the subsequent union contract including moving from a four step pay schedule to a twelve step structure. It should be noted that not all locations used in the original study were used in the current study and vice versa.

Location Summary Chart

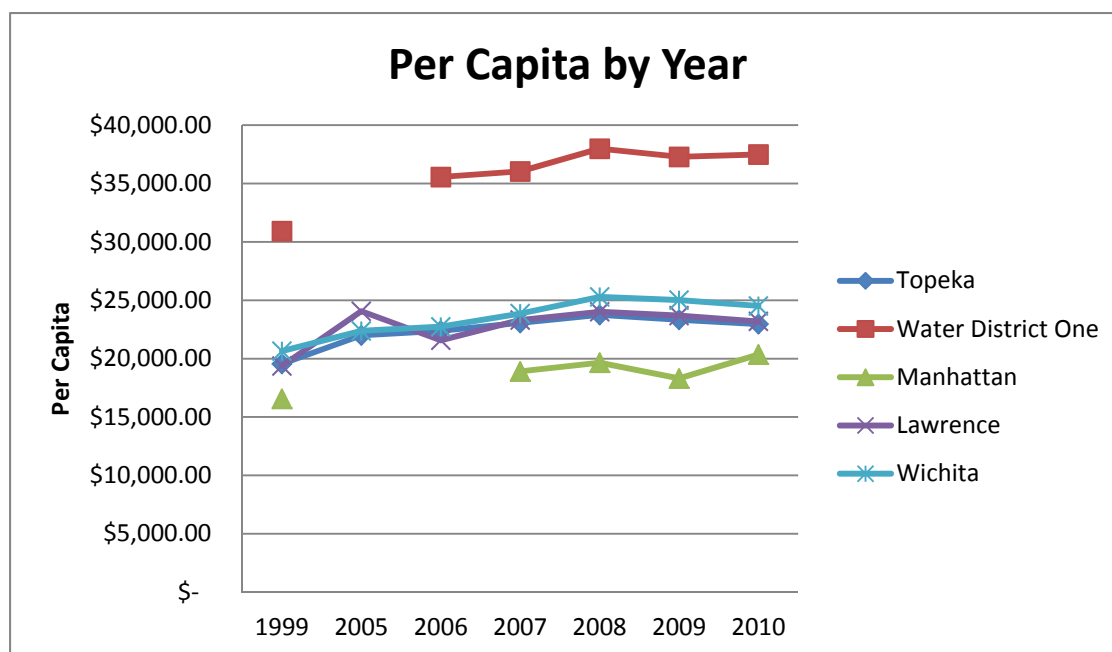


Figure 1 Locations used in both 1999 study and 2012 study and the historical change in per capita for service area.

Current Methodology

The City of Topeka Human Resources and management came to agreement with representatives of the AFSCME Local 1294 Water Division to engage in a joint AFSCME Water position comparability study.

Location Selection

Locations were chosen based on proximity, cost of living differences, private and public representation, and data from the recent U.S. Census related to service population and per capita income. Final locations chosen were: City of Wichita, Water District One, Board of Public Utilities, City of Lawrence, City of Manhattan, City of Independence, City of Des Moines, City of Springfield, and City of Columbia. The City of Independence declined participation which leaves the final number of locations compared at eight.

Figure 2 Location Summary

Location	Proximity	Cost of Living	Population	Per Capita Income
City of Topeka	N/A		119,995	\$23,543.00
City of Wichita	140 mi	>8%	357,229	\$24,764.00
Water District One	74.1 mi		520,172	\$37,118.00
Board of Public Utilities	62.3 mi	>1%	140,593	\$18,443.00
City of Lawrence	28.1 mi	>21%	81,972	\$23,249.00
City of Manhattan	48.1 mi	>3%	44,757	\$18,516.00
Independence	72.6 mi	>7%	119,178	\$22,324.00
Des Moines	229 mi	>9%	190,084	\$20,612.00
Columbia	189 mi	>15%	90,144	\$24,297.00

Position Matching

Locations were contacted with requests for position descriptions, pay schedules, and organization charts. These were reviewed by the study team comprised of Human Resources, water management, and union representatives.

Calculation

Data was compiled by work area and position including any steps involved in the pay schedule. A straight minimum, median, and maximum were established for each position matched along with City 2012 pay schedule for comparison. Per Capita was also taken into account to provide for a weighted minimum, median, and maximum. For any location which had multiple positions matching one City position, an average straight and weighted was established to offset any pull multiple positions from the same location might have had on the overall averages and calculations. An overall average was then calculated and used to derive the dollar difference and percentage difference on a straight and weighted scale.

AFSCME 2012 WATER STUDY 4

Comparability for a City of Topeka, Water Division, Utility System Worker II - Meters

Entities Surveyed	Comparable Jobs	Straight Average			Per Capita Difference	Weighted Average		
		Min	Med	Max		Min	Med	Max
City of Wichita	Water Meter Reader	\$ 14.10	\$ 17.01	\$ 19.92	0.95	\$ 13.40	\$ 16.17	\$ 18.94
\$ 24,764.00		\$ -						
City of Manhattan	N/A	\$ -						
\$ 18,516.00		\$ -						
City of Lawrence	Field Services Representative	\$ 15.13	\$ 18.88	\$ 22.63				
\$ 23,249.00	Meter Reader	\$ 13.51	\$ 16.86	\$ 20.21				
	Lawrence Average	\$ 14.32	\$ 17.87	\$ 21.42	1.01	\$ 14.50	\$ 18.10	\$ 21.69
Water District 1*	Meter Reader full-Time/Part-Time	\$ 16.18	\$ 19.18	\$ 22.18				
\$ 37,118.00	Meter Repair I	\$ 17.70	\$ 21.18	\$ 24.66				
	Water One Average	\$ 16.94	\$ 20.18	\$ 23.42	0.63	\$ 10.74	\$ 12.80	\$ 14.85
Board of Public Utilities, aka, BPU**	N/A	\$ -						
\$ 18,443.00		\$ -						
Des Moines	N/A	\$ -						
\$ 24,357.00		\$ -						
Springfield	N/A	\$ -						
\$ 20,612.00		\$ -						
Columbia	N/A	\$ -						
\$ 24,297.00		\$ -						
Average		\$ 15.63	\$ 19.03	\$ 22.42		\$ 12.88	\$ 15.69	\$ 18.50
City of Topeka-2012 Data	Utility System Worker II - Meter	\$ 13.40	\$ 16.01	\$ 18.63		\$ 13.40	\$ 16.01	\$ 18.63
\$ 23,543.00								
Dollar Difference		\$ 2.23	\$ 3.02	\$ 3.79		\$ (0.52)	\$ (0.32)	\$ (0.13)
Percentage Difference		17%	19%	20%		-4%	-2%	-1%

Figure 3 Example of calculation processing

Results

It was found that the City of Topeka wages were significantly behind that of comparable organizations. The overall straight average is currently 24% behind with the weighted average 25% behind.

	All Straight	All Weighted
Utility System Worker II	24%	19%
Utility System Worker III	33%	37%
Foreperson	23%	26%
Leadperson	7%	8%
CC Inspector IV	16%	21%
CC Inspector V	21%	27%

EI Mechanic I	43%	48%
EI Mechanic II	37%	40%
Custodian	45%	42%
Inventory Specialist	0%	-4%
Water Plant Operator III	22%	17%
Water Plant Operator IV	20%	10%
Total	24%	25%

Figure 4 Percentages obtained by averaging the gap found between the City and the average for minimum, median, and maximum.

Historical Note

Data from the 1999 study was re-analyzed for the locations repeated in the current study using the same methodology. This confirmed the original findings when utilizing a straight average for the majority of positions, but provided another view of the findings when taking into account per capita at that point in time for a weighted average.

Position	Straight	Weighted
Utility System Worker II	4%	(5%)
Foreperson	18%	(26%)
Leadperson	10%	(1%)
Custodian	(11%)	(7%)
Water Plant Operator III	7%	(33%)

Figure 5 Positions matched from 1999 study. Position titles used in this illustration are the most recent titles which match up to the corresponding City positions originally studied. In this case, data incased in parenthesis denoted a higher than market pay for the City

Unionization

The location sample had a balance of union and non-union work forces. Locations with union workforces included: Des Moines, Springfield, Board of Public Utilities, and Wichita. Locations without union workforces included: Manhattan, Lawrence, and Columbia. It is not known at this time if Water District One is unionized.

Position	Union Only Straight	Union Only Weighted
Utility System Worker II	23%	28%

AFSCME 2012 WATER STUDY 6

Utility System Worker III	55%	73%
Foreperson	42%	71%
Leadperson	20%	28%
CC Inspector IV	16%	21%
CC Inspection V	21%	27%
EI Mechanic I	65%	90%
EI Mechanic II	56%	79%
Custodian	34%	42%
Inventory Specialist	0%	(4%)
Water Plant Operator III	36%	37%
Water Plant Operator IV	26%	27%
Total	33%	43%

Figure 6 Differences when only taking unionized locations into account.

Governing Body

The majority of the locations sampled are governed by the area's City Council or City Commission. Des Moines and Board of Public Utilities are governed by a separate board of directors. In Des Moines, this board is appointed by the mayor. At Board of Public Utilities the board is comprised of 6 elected officials who appoint a general manager for operations.

Position	Council Only Straight	Council Only Weighted
Utility System Worker II	17%	24%
Utility System Worker III	18%	22%
Foreperson	(6%)	(3%)
Leadperson	4%	12%
CC Inspector IV	16%	21%
CC Inspection V	21%	27%
EI Mechanic I	36%	44%
EI Mechanic II	24%	31%
Custodian	47%	67%
Inventory Specialist	(11%)	(16%)
Water Plant Operator III	21%	23%
Water Plant Operator IV	8%	7%
Total	16%	22%

Figure 7 Differences when only taking council-led locations into account.

Discussion

Multiple methods were used to analyze the data. Regardless of method, it has been shown that the City of Topeka wages for the positions compared are significantly lower in most cases than the comparable locations. Specific positions, such as the E/I Mechanic positions, show constantly a greater difference in City wages compared to comparable locations.

In addition to locations addressed in the study, there are many private sector jobs in the commuter area which require the same skill set as ASFCME Water positions. The Bureau of Labor Statistics (BLS) provides information related to one position category and two occupation type categories related to the nature of work performed by ASFCME Water Union members. In position type Water and Waste Water Operators the BLS states for the state of Kansas an average wage of \$35,000 (May 2011 State Occupation Employment Statistics Kansas). For the City of Topeka as a geographical location the average wage was slightly higher at \$35,400 (May 2011 Metropolitan and Nonmetropolitan Occupation Employment Statistics Topeka). The two work areas related were Production Occupations and Installation and Maintenance Repair. The state level average wages for these were \$34,140 and \$42,200 respectively (May 2011 State Occupation Employment Statistics Kansas). Specific to Topeka the wages were \$35,490 and \$42,320, again, slightly higher than state average (May 2011 Metropolitan and Nonmetropolitan Occupation Employment Statistics Topeka). Averaging wages of all AFSCME positions together the average salary is \$39,406.47. This holds positions with a higher average wage than private organizations in general aside from mechanical positions, which re-iterates the gap in income in this type of position.

A restructure of the pay matrix was performed in 1999 to off-set the results found in the 1990's study. However, as the positions still show to be currently behind the market average, historical information as to frozen step movement (Figure 8) and Cost of Living Adjustments compared to Consumer price index for the nation and region (Figure 9) has been provided to aid in interpretations of possible causes for this trend.

1993	Step Given
1994	No Step
1995	Step Given
1996	Step Given
1997	Step Given
1998	Step Given
1999	No Step
2000	Step Given
2001	Step Given
2002	Step Given
2003	Step Given
2004	No Step
2005	No Step
2006	Step Given
2007	No Step
2008	No Step
2009	No Step
2010	Step Given
2011	Step Given
2012	Step Given

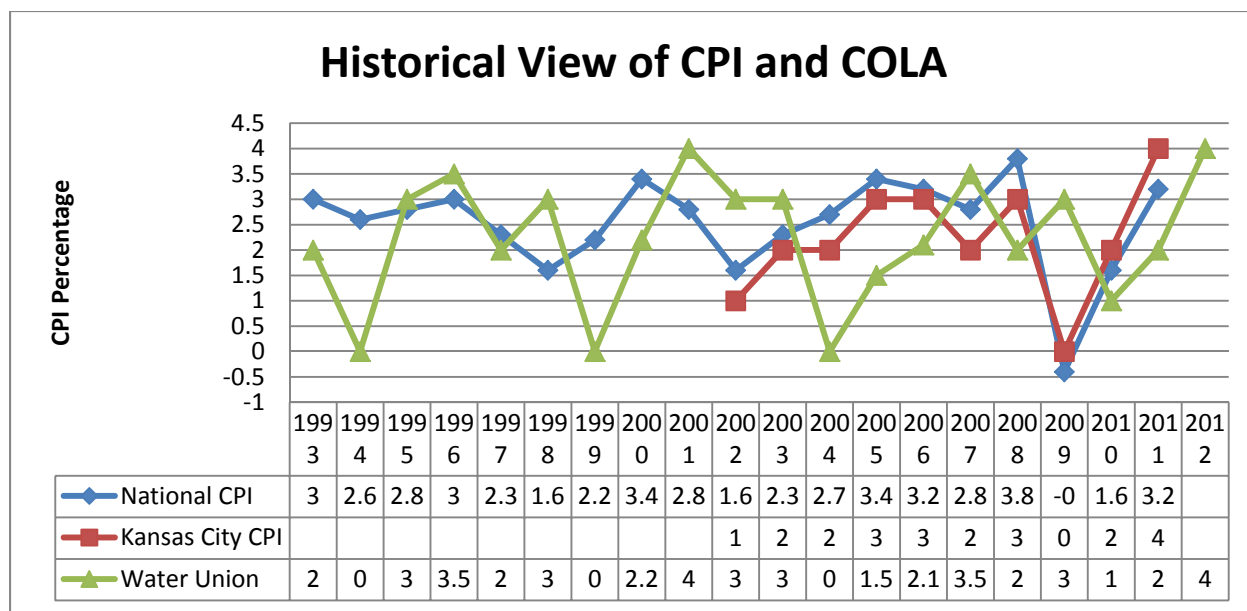


Figure 9 Consumer Price Index and Cost of Living Adjustment Comparison

Conclusion

Overall, the City of Topeka wages for positions covered by the Local 1294 AFSCME Water Union Contract were significantly lower than that of comparable organization. This finding held true even when factors such as: unionization, governing body type, and per capita were taken into account. This difference was not even across all positions (i.e. Water Plant Operators showed 10% behind while E/I Mechanic Is showed 48% when looking and weighted percentages). The previous study from the 1990's also showed the positions to be behind in wages. A variety of factors have compounded these wages overall staying behind the market average since the adjustments related to the previous study were implemented.

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AFSCME 2012 WATER STUDY 12

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SUMMARY OF CONTRACT CHANGES FOR WATER AFSCME 2013-2015

Art. 3. HOURS OF WORK

§4, Meal Periods: Employees are granted 30 minute paid meal periods during regular work hours. Also provides for unpaid overtime meal periods. Employees working overtime will be supplied a meal at a contracted restaurant or may elect to be paid a stipend in lieu of a restaurant meal. Will revert to paid overtime meal periods in July if overtime cost savings incentive is not implemented (Article 7).

Art. 4. EMPLOYEE BENEFITS

§1, Holidays: Clean up holiday list. Allows for the 10 hour shift workers an alternative day off when the holiday falls on their regular day off.

§2, Vacations. Clean-up language for payment of all unused accrued vacation upon termination. Changed amount of sick leave required on the books in order to receive payment for up to 40 hours of vacation pay a year.

§3, Personal Leave Day: Employees will be given one personal leave day.

§4, Sick Leave: Corrected discrepancy in maximum hours allowed for payment of accrued sick leave upon retirement (35% maximum accrual of 1040 hours = 364). Changed the pay period in which yearly sick leave payout is made. Added provision for sick leave accrual incentive.

§5, Leaves of Absence: Clarifications on Paid Funeral Leave/Family Crisis Leave.

§6, Healthcare Benefits: Revised to refer to Joint MOA.

§16, Funeral Expense: Increase in benefit from \$3000 to \$5000 for employment-related deaths.

Art. 5. SENIORITY.

§1, Definition: Revised to include the time of acting capacity within the classification when promoted to the position with no break.

§7, Selection: Removed obsolete reference to JQS. Cleaned up "section" reference.

§8, Acting Assignments: Provides for approximate 3% increase in pay when an employee acts in a higher position for more than 10 days. Also allows for the time served in that capacity to be credited to the employees promotion probation period should that become a permanent assignment.

§9B, Demotions-Involuntary: Removed obsolete reference to JQS.

Art. 6. SAFETY, UNIFORMS AND PROTECTIVE CLOTHING

§1, Safety: Revised provisions for Safety Committees and Safety/Health Rules and Regulations.

§2, Uniforms: Cleaning up management/city language. Revised clothing list that will be supplied.

§3, Boots and Walking shoes: Added provision to allow for replacement of worn shoes/boots.

§5, Personal Safety Equipment: Added provision to review equipment order as needed. Lowered Hip Boots replacement from 3 to 2 years.

§7, Medical Examinations: Employees exposed to certain chemicals will be provided a medical examination every 2 years.

Art. 7, WAGES.

§3, Wage Matrix: Wage matrix will remain the same as 2012, except as provided for in §4C

§4, Wage Schedule Administration: Changes reflect current practice of new hires receiving step increase at end of probation and on anniversary date.

§4C: Sets forth an overtime cost-saving incentive of 1.5%, effective July 2013, provided there is a cost savings of at least \$12,950 in time spent during overtime meals or a reduction of \$25,000 in total overtime compensation paid during the first 6 months of 2013.

§4D: Allows certain employees step increases for missed steps in prior years (in an effort to provide some positive response to wage comparability study).

§5, Promotions: Clarifies when Utility System Grade II employees become eligible (but not entitled) for promotion to Grade III after 3 years rather than 5; specifies employee must meet qualifications.

§7, Call-Back Time: On a holiday will be paid double time.

NEW §14, Trainer Pay: Provides for an additional \$1.00 per hour for employees engaged in providing training.

NEW §15, Performance Evaluations: Establishes the procedures for annual and end-of-probationary-periods performance evaluations.

NEW §16, Wage Comparability Study: Recognition of a wage study conducted during 2011-2012.

Art. 8, OVERTIME.

§4C, Deferments: Clarification on who can complete work assignments.

§5, Employee's Obligations to Perform OT work: Clarifications on who is a qualified replacement to fulfill an employee's overtime commitment.

(These sections will help to reduce paying overtime cost to employees in higher classifications when not necessary.)

§6, Special Circumstances: Adds “the primary foreperson on call” as someone who has the right to call employee for OT work in special circumstances.

§8, Sleep Time: The amount of time authorized for sleep time specified.

§9, Distribution of OT work: Clarifies how overtime work is assigned.

§10, Emergency Standby/Call Lists: Cleaning up language, clarifying procedure.

Art. 9, DISCIPLINE AND DISCHARGE.

§1, Progressive Discipline: Cleaning up language/references.

§4, Limitations on the Use of Disciplinary Actions in an Employees Personnel File: Disciplinary actions will no longer be removed from the file, but use of the information will be limited.

Art. 10, GRIEVANCE PROCEDURE.

§7, Arbitration: Clarifies Union responsibility to pay one-half of the expense to obtain roster of arbitrators.

Art. 11, GENERAL PROVISIONS.

§5, Return of City Property: Revised language so as to remove language which allowed deduction from employee wages for failure to return City property.

§9, Selection of Shifts by Plant Operators: Clarifies bidding process for shift selection.

§11, Job Qualification Standards: Removes obsolete provision.

Art. 13. LAYOFF, RECALL & BUMPING

§4, Bumping: Changes type of seniority (divisional instead of sectional) regarded in the bumping process.

§6, Severance Pay: Establishes separate minimum severance package for employees hired on or after January 1, 2013.

Art. 18, TERMINATION AND CONTINUATION OF CONTRACT

Reopener language for wages. Reopener language for healthcare benefits for 2015.

Financial Services

Memo

To: City Council
From: Pam Simecka, Finance Director
CC: Jim Colson, City Manager
Date: December 10, 2012
Re: **AFSCME Water Union Contract for 2013 Financial Impact**

I have reviewed the proposed wage increase from the negotiated contract for 2013 fiscal year for the Water Department (AFSCME Union). Please see the attached cost estimate.

Total wage and benefit cost being requested is \$141,166 for 2013. Under the proposed contract, the time spent eating meals during overtime hours will not be compensable. With this change, the department estimates reducing overtime costs dealing with meal time in the amount of \$38,000 to reduce the net increase for the department. The net increase for the Water Department would be \$103,166.

These additional costs can be absorbed within the Water Department budget as passed for 2013.

This would not affect mill levy since the Water Department is not part of the general fund.

Please let me know if you have any questions regarding this matter.

Cost Estimate of Contract Proposal **AFSCME Water** **2013**

WAGES

Cost of Missed Steps Increase - Base Pay	55,660.80
Cost of Step Increase - Base Pay	26,294.16
Cost of 1.5% Wage Increase - Base Pay	19,099.99
TOTAL COST - Missed Steps, 2013 Step, & 1.50% Pay Incre	\$ 101,054.95

ESTIMATED EFFECT ON OVERTIME

Cost of Missed Steps Increase - Overtime	10,854.74
Cost of Step Increase - Overtime	4,819.76
Cost of 1.5% Wage Increase - Overtime	2,862.13
	\$ 18,536.63
Overtime Reduction per Contract Changes	-38,000.00
ESTIMATED NET OVERTIME DIFFERENCE	(19,463.37)

2013 FINANCIAL IMPACT OF WAGE PACKAGE

Wage Increase	\$ 101,054.95
Estimated Overtime Savings	(19,463.37)
Benefits on Increased Wages*	21,574.32
TOTAL	\$ 103,165.90

*Benefits cost approximately 18.04% of wages paid and cover Social Security, Unemployment, KPERS, KPERS Insurance, Workers Comp, and Medicare.



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 27, 2012

Back Print

DATE: December 18, 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:

Approve the licenses.

BACKGROUND:

Pursuant to K.S.A. 41-2702 as amended, license applications for retail cereal malt beverage must be approved by the governing body prior to issuance of the license.

BUDGETARY IMPACT:

None

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

No Attachments Available

Item #27



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CIP PROJECT:	No	
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		PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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STAFF RECOMMENDATION:

BACKGROUND:

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ATTACHMENTS:

No Attachments Available



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STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

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ATTACHMENTS:

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BACKGROUND:

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SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available