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City Council Agenda

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

December 19, 2006
6:00 PM

City Manager: Norton N. Bonaparte, Jr.

Mayor: William W. Bunten

Councilmembers

Lana Kennedy	District No. 1	Clark Duffy	District No. 6
John Alcala	District No. 2	Brett Blackburn	District No. 7
Sylvia E. Ortiz	District No. 3	Jeff Preisner	District No. 8
John Nave	District No. 4	Richard Harmon	District No. 9
Bill Haynes	District No. 5		

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) 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.

(Agendas are available on Thursday afternoon in the City Clerk's office, 215 SE 7th – Room 166 and on the City's web site at <http://www.topeka.org>)

INVOCATION:

PLEDGE OF ALLEGIANCE:

- 1. **PROCLAMATIONS:**
- 2. **PRESENTATIONS:**
- 3. **ROLL CALL:**
- 4. **CONSENT AGENDA:**

A. Communication - Topeka Landmarks Commission

 [ATTACHMENTS](#)

A COMMUNICATION recommending the appointment of Todd Renyer to the Topeka Landmarks Commission for a three-year term that would expire on December 31, 2009.
(Council District No. 1)

B. Communication - Topeka Landmarks Commission

 [ATTACHMENTS](#)

A COMMUNICATION recommending the appointment of Christy Davis to the Topeka Landmarks Commission for a three-year term that would expire on December 31, 2009.
(Council District No. 6)

C. Communication - Topeka Landmarks Commission

A COMMUNICATION recommending the re-appointment of Greg Allen to the Topeka Landmarks Commission for a three-year term that would expire on December 31, 2009.
(Council District No. 6)

D. Resolution - Entire Corporate Boundary of the City

 [ATTACHMENTS](#)

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr., declaring the entire boundary of the City of Topeka and rescinding City of Topeka Resolution No. 7730.

(The Resolution also directs the City Clerk, in accordance with KSA 12-518, to file a certified copy of the Resolution with the County Clerk, Register of Deeds, State Transportation Engineer and Election Commission.)

(This Resolution repeals Resolution 7730 declaring the entire corporate boundary of the City of Topeka at the end of 2005 and adopts the proposed Resolution as presented for the new corporate boundary at the end of 2006.)

E. MINUTES of the regular meeting of December 12, 2006

F. APPLICATIONS:

5. PUBLIC HEARINGS:

A. Public Hearing and Resolution relating to KDHE State Revolving Loan Fund

 [ATTACHMENTS](#)

A PUBLIC HEARING regarding a proposed loan in an amount not to exceed \$8,000,000 to be taken by the City from the Kansas Water Pollution Control Revolving Loan Fund, the proceeds of which will be used by the City to finance certain modifications and improvements to the city's water pollution treatment and discharge system, to pay loan and origination cost and interest during construction of the projects.

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr., authorizing the filing of an application with the Kansas Department of Health and Environment for a loan under the Kansas Water Pollution Control Revolving Loan Fund Act.

(City council authorization is necessary to obtain loans from KDHE)

B. Public Hearing and Ordinance - Bruno and Frances Langer (V04S/5)

 [ATTACHMENTS](#)

A PUBLIC HEARING relating to the vacation of the South Half of SE 31st Street extending from the East line of SE Granger Street to the East line of Shawnee Estates Subdivision located north of 3100 SE Granger Street, City of Topeka, Shawnee County, Kansas.

AN ORDINANCE introduced by City Manager, Norton N. Bonaparte, Jr., relating to the vacation of the South Half of SE 31st Street extending from the East line of SE Granger Street to the East line of Shawnee Estates Subdivision located north of 3100 SE Granger Street, City of Topeka, Shawnee County, Kansas. Final Reading. (V04S/5) (Council District #4)

(Approval would vacate a 15-foot wide unimproved portion of SE 31st Street and establish necessary utility and access easements)

C. Public Hearing and Ordinance - Nelson Banman et al. (V06S/2)

 [ATTACHMENTS](#)

A PUBLIC HEARING relating to the vacation of all of SE Lake Terrace Road in Shawnee Estates Subdivision extending from the East line of SE Granger Street to the east line of Shawnee Estates Subdivision located south of 3108 SE Granger Street, City of Topeka, Shawnee County, Kansas.

AN ORDINANCE introduced by City Manager, Norton N. Bonaparte, Jr., relating to the vacation of all of SE Lake Terrace Road in Shawnee Estates Subdivision extending from the East line of SE Granger Street to the east line of Shawnee Estates Subdivision located south of 3108 SE Granger Street, City of Topeka, Shawnee County, Kansas. Final Reading. (V06S/2) (Council District No. 4)

(Approval would vacate a 30-foot wide unimproved portion of SE Lake Terrace Road and establish necessary utility easements)

6. UNFINISHED BUSINESS:

A. Ordinance - Capital City Downtown Business Improvement District Service Fee Levy for 2007

 [ATTACHMENTS](#)

AN ORDINANCE introduced by Councilmember Lana Kennedy relating to the Capital City Downtown Business Improvement District, establishing a service fee levy for 2007, amending City of Topeka Code Section 42-38 and specifically repealing said original section. Final Reading. (Council District No. 1)

(The ordinance proposes that the 2007 service fee levy remain at the 2006 service fee level.)

B. Ordinance - Cereal Malt Beverage Retailer License Fees

 [ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager Norton N. Bonaparte, Jr. concerning cereal malt beverage retailer license fees, amending City of Topeka Code Section 30-53 and specifically repealing said original section. Final Reading.

(The ordinance will reduce the yearly license fee for a limited retailer of cereal malt beverages.)

C. Franchise Ordinance - Medevac MidAmerica, Inc.

 [ATTACHMENTS](#)

AN ORDINANCE introduced by Norton N. Bonaparte, Jr., City Manager repealing City of Topeka Code Appendix B, Article XI, and amending City of Topeka Appendix B, Article VIII relating to ambulance services within the City of Topeka, Kansas, providing a non-exclusive franchise to Medevac MidAmerica, Inc. doing business as American Medical Response to operate an ambulance service within the City of Topeka, Kansas, and specifically repealing City of Topeka Code Appendix B, Articles VIII and XI. Final Reading.

7. NEW BUSINESS:

A. Contracts between City of Topeka and IAFF, 2005-2009

 [ATTACHMENTS](#)

A COMMUNICATION authorizing the City Manager to approve an amendment to the existing 2002-2004 contract between the City of Topeka and the International Association of Firefighters Local 83 relating to wages for 2005 and 2006, as well as a revised contract incorporating certain changes in the terms and conditions of employment, including

wages, for the period January 2007 to January 2009.

(Approval will authorize disbursement of retroactive wage increases and implementation of a new Agreement.)

B. Demolition Permit Request - 518 SW Polk

 [ATTACHMENTS](#)

A DEMOLITION PERMIT REQUEST submitted by Bread of Life Foursquare Church for property located at 518 SW Polk Street in the City of Topeka, Kansas.(Council District #1)

(The property is located within the 500' historical environs of the Hick's Block Apartments, which is listed on the State Register of Historic Places and the National Register of Historic Places. The State of Kansas Historic Preservation Office (SHPO) has found that the existing building on the property is a character-defining structure within these environs and its demolition would encroach upon, damage, or destroy the listed historic property or its environs. Before a demolition permit may be issued, City Council must determine that no feasible alternatives exist to the proposed demolition.)

C. Resolution - Creation of a joint city-county planning commission

 [ATTACHMENTS](#)

A RESOLUTION introduced by Deputy Mayor Jeff Preisner concerning the creation of a joint city-county planning commission.

(The resolution allows the initiation of discussions with the Shawnee County Commission concerning the creation of a joint city-county planning commission and agency for Topeka and Shawnee County.)

D. Resolution - Trafficway Impact Fee District No. 70183-00

 [ATTACHMENTS](#)

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr., authorizing initiation of condemnation proceedings to acquire property for Trafficway Impact Fee District No. 70183-00, which provides for the construction of S. Kansas Avenue from SW 37th Street to the Interstate 470 and S. Topeka Boulevard intersection. (Council District No. 5)

(The resolution authorizes the City Engineer to prepare a list of properties that may need to be acquired for Trafficway Impact Fee District No. 70183-00.)

E. Ordinance - Weekly Expenditures for November 27 - December 3, 2006

 [ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager Norton N. Bonaparte, Jr., allowing and approving City expenditures for the period of November 27, 2006, through December 3, 2006, and enumerating said expenditures therein. First and Final Reading.

8. ZONING:

A. Ordinance - Mission Woods Subdivision PUD (Z84/52J and Z84/53J)

 [ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager Norton N. Bonaparte, Jr. amending the Master PUD Plan of Mission Woods Subdivision by providing for development of a small animal clinic on property located at the northeast corner of SW Urish Road and SW 29th Street in the City of Topeka, Kansas. Final Reading. (Z84-52J and Z84-53J) (Council District No. 8) (Planning Commission recommended approval 8-0-0)(Planning Department recommended approval)(Approval would allow inclusion of a small animal hospital as a permitted use within the office/medical park.)

B. Resolution - Kansas Department of Administration Division of Facilities Management (CU05/8A)

 [ATTACHMENTS](#)

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr. in accordance with Section 48-20.02(c)(5) of the Code of the City of Topeka, approving a Conditional Use Permit to establish a public use facility for outdoor storage of state and federal surplus items on property currently zoned "PUD" Planned Unit Development District (mixed use) and located at 2830 SW Kanza Drive in the City of Topeka, Kansas.(CU05/8A) (Council District No. 1)(The Planning Commission recommended approval 9-0-0)(The Planning Department recommended approval)

(Approval would allow use of the site for an outdoor storage facility for state and federal surplus items until February 14, 2008 at which time the conditional use permit shall be null and void.)

9. FIRST READINGS:

A. Ordinance - Tax Lien for the 2006 Unpaid Sewer Service Charges

 [ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager, Norton N. Bonaparte, Jr., instituting a real estate lien upon certain lots and pieces of ground in Shawnee County, Kansas, to pay the cost for sewage collection and treatment where such payments to the City have not been made due to neglect, failure or refusal to pay, pursuant to K.S.A. 12-631K. First Reading.

(The ordinance allows the City to have a real estate lien placed on certain properties for the purpose of collecting unpaid sewer service charges.)

B. Ordinance - Street Improvement Project No. 70198-01

 [ATTACHMENTS](#)

AN ORDINANCE introduced by City Manager Norton N. Bonaparte, Jr., authorizing Improvement Project No. 70198-01, which provides for the construction of a roundabout at the intersection of SW Urish and SW 21st Street, as more specifically described herein, all pursuant to Section A12-1 of the Code of the City of Topeka. First Reading. *(Council District No. 8)*

(The project will be paid for by the 1/2 Cent Sales Tax revenues which provides for construction of a roundabout at the intersection of SW Urish and SW 21st Street.)

10. MISCELLANEOUS:

-

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

-

12. PUBLIC COMMENT:

-

13. ADJOURNMENT:

-



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 5, 2006

+ Back Print

DATE:	December 5, 2006	DOCUMENT #:
CONTACT PERSON:		PROJECT #:
SECOND PARTY/SUBJECT:		
CATEGORY/SUBCATEGORY		
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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ATTACHMENTS:

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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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Topeka, Kansas 66603

December 5, 2006

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DATE: December 5, 2006
CONTACT PERSON: Celeste Benton
SECOND PARTY/SUBJECT: Topeka Landmarks Commission
CATEGORY/SUBCATEGORY: 006 Communication / 003 Requests
CIP PROJECT: No
ACTION OF COUNCIL:
DOCUMENT #:
PROJECT #:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

A COMMUNICATION recommending the appointment of Todd Renyer to the Topeka Landmarks Commission for a three-year term that would expire on December 31, 2009.
(Council District No. 1)

POLICY ISSUE:

NA

STAFF RECOMMENDATION:

The Mayor is recommending the appointment of Todd Renyer, 114 NW Elmwood Ave., to the Topeka Landmarks Commission for a three-year term that will expire December 31, 2009.

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. At least four members of the Commission shall be preservation related professionals. Mr. Renyer has the required professional background and experience. Resume is attached.

BUDGETARY IMPACT:

NA

SOURCE OF FUNDING:

NA

ATTACHMENTS:

[TLC-Renyer Bio](#)

**Todd G. Renyer,
Associate AIA***Education:*

Bachelor of Architecture
University of Kansas, 1994

Membership:

Associate, American Institute of Architects

AIA Topeka Director, 2004 - 2006

AIA Kansas Historic Resource Committee,
2003-2005

Affiliations:

AIA Kansas Disaster Assistance Program
Flood Assessment, Augusta, 1999
Tornado Assessment, Hoisington, 2001
Flood Assessment, Rossville, 2005

Historical American Building Survey
Shawnee Mission
Grinter Place
Spooner Hall

Architectural Experience:
12 years

Contact Information:

Todd G. Renyer
114 N.W. Elmwood Ave.
Topeka, Kansas 66606
phone: 785.234.5386
fax: 785.354.0765
trenyer@treanorarchitects.com

Project Experience:

As a native Kansan with a background in historic preservation, I would be honored to serve on the Topeka Landmarks Commission. I was reared in Topeka and have called the city my home for the past 12 years. My background in local architecture and historic preservation projects make me uniquely suited to be a valuable member of the Landmarks Commission.

Currently my work at Treanor Architects is focused on our preservation and restoration of the Kansas Statehouse.

The South Wing restoration package will include new Senate and House office suites. It also will include restoring the cage elevator along with the installation of two new ground- to fifth-floor elevators. The package also includes the Governor's, Lt. Governor's and Governor's Chief of Staff offices. The historic Supreme Court on the third floor will be restored to its 1903 time-period, and rotunda restoration will begin at the first floor. The South Wing grand staircases will be restored, and new historically accurate stairs will be added from the fourth to fifth floors. Four historic skylights will be reinstalled bringing natural light back into the fifth floor corridor, committee rooms and offices.

The North Maintenance Finish package will become the new offices and work room for the Statehouse Maintenance Department. The space was shelled out underground during Phase I construction that included the parking garage. The office area will contain a document room, break/training room and flexible open office space for future growth.

Historic Preservation/Restoration

**Kansas Statehouse
Preservation and Restoration
South Wing Restoration Package**
Topeka, Kansas

**Kansas Statehouse
Preservation and Restoration
North Maintenance Finish Package**
Topeka, Kansas

Free State Capitol
Topeka, Kansas

Cedar Crest Renovations and Remodeling
Topeka, Kansas

Historic Jayhawk Theatre Restoration
Topeka, Kansas

**716-722 Jackson Building Facade
Replacement**
Topeka, Kansas

**716-722 Jackson Building Interior
Remodeling**
Topeka, Kansas

Lingo Tack Shop
Historic Ward Meade Park
Topeka, Kansas

**Westminster Presbyterian Church
Elevator Addition**
Topeka, Kansas

**Westminster Presbyterian Church
HVAC Upgrade**
Topeka, Kansas

**301 South Kansas Avenue
Phase I, Loft Apartments**
Topeka, Kansas

**303-305 South Kansas Avenue
Phase II, Loft Apartments**
Topeka, Kansas

**St. Joseph Catholic Church
Restoration/Remodeling**
Flush, Kansas

**Labette County School House/Black History
Museum**
Labette County, Kansas

**Washington County Courthouse
Window and Masonry Restoration**
Washington City, Kansas

Hiawatha National Guard Armory
Hiawatha, Kansas



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 28, 2006

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DATE: December 5, 2006
CONTACT PERSON: Celeste Benton **DOCUMENT #:**
SECOND PARTY/SUBJECT: Topeka Landmarks Commission **PROJECT #:**
CATEGORY/SUBCATEGORY 006 Communication / 003 Requests
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

A COMMUNICATION recommending the appointment of Christy Davis to the Topeka Landmarks Commission for a three-year term that would expire on December 31, 2009.
(Council District No. 6)

POLICY ISSUE:

NA

STAFF RECOMMENDATION:

The Mayor is recommending the appointment of Christy Davis, 2416 SW Sunset Ct., to the Topeka Landmarks Commission for a three-year term that will expire December 31, 2009.

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. At least four members of the Commission shall be preservation related professionals. Ms Davis has the required professional background and experience. Resume is attached.

BUDGETARY IMPACT:

NA

SOURCE OF FUNDING:

NA

ATTACHMENTS:

[TLC-Davis Bio](#)

Education

Wichita State University, Wichita, Kansas

Master of Arts in Public History, May, 1999

Thesis: *Rediscovering Newton*. Thesis was an architectural history of Newton, Kansas from the 1870s through the 1960s. Cumulative G. P. A. of 4.0.

Attachment number 1
Page 1 of 2

Kansas State University, Manhattan, Kansas

Bachelor of Science in History, May, 1997

Courses included Preservation Principles, Preservation Documentation, Preservation Technology, Architectural History and architecture, engineering and U. S. History courses.

Field-related Work Experience

Treanor Architects, Topeka, Kansas

February 2006 to September 2006. Historic Preservation Specialist/Preservation Marketing. Prepared construction documents for and managed Exterior Restoration of Butler County Courthouse. Also assisted in preparation of construction documents for Chase County Courthouse. Completed materials analyses for Kansas Statehouse.

Kansas State Historical Society, Topeka, Kansas

Acting Division Director, Cultural Resources Division

December 2004 to January 2006. Served as Deputy State Historic Preservation Officer (DSHPO) and Director for the Cultural Resources Division, which included the State Historic Preservation Office (SHPO) and Archeology Office. Managed and supervised a staff of approximately 20 historians, architectural historians, architects and archeologists. Prepared division budget (approx. \$2 million), planning and program facilitation. Served as liaison with other public agencies and organizations. Edited *Kansas Preservation Magazine*.

Assistant Division Director, Cultural Resources Division

December 2001 to December 2004. Directly supervised seven professional staff, including a historian, two architectural historians, two architects and two archeologists. Assisted in budget preparation, planning and program facilitation. Educated the public about preservation programs. Provided technical assistance to individuals, as well as organizations and governmental entities. Reviewed projects under state preservation statute and Section 106 of the National Historic Preservation Act. Negotiated with federal, state and local governmental entities, including MOAs for Section 106 compliance.

Preservation Specialist, Cultural Resources Division

July 1999 to December 2001. Responsibilities included coordinating the federal rehabilitation tax credit program, providing technical assistance, composing articles for *Kansas Preservation Magazine*, and reviewing projects in accordance with Section 106 of the National Historic Preservation Act and the state preservation statute. Wrote the legislative proposal and administrative regulations for the state rehabilitation tax credit program (effective July 1, 2001).

Preservation Planner, City of Newton, Kansas

January 1998 to July 1999. Responsibilities included supervising volunteers, conducting a Reconnaissance Level Survey of approximately 1100 properties, assisting in the writing and defense of a local preservation ordinance and writing proposals, budgets, grants, and newspaper articles.

Preservation Research

May 1996 to present. Wrote National Register nominations for the following properties: Ellis Congregational Church, Ellis, Kansas; Grimes House, Manhattan, Kansas; Newton Stadium, Newton, Kansas; Hoag House, Newton, Kansas; Lincoln School, Newton, Kansas; Oldham House, El Dorado, Kansas; Raymond Community Home, Girard, Kansas; Gem Apartment Building, Topeka, Kansas. Also co-wrote the National Register multiple-property (11) nomination for Jazz Hill apartments in Kansas City, Missouri; co-wrote individual nomination for the Lyda-Jean Apartments, Manhattan, Kansas; co-wrote National Register district nomination for Downtown Manhattan.

A Sampling of Preservation-Related Publications

- "How to Weather-Proof Your House (Without Compromising Its Character)." *Kansas Preservation* 27, no. 6 (January/February 2006): 14.
- "History Lost: Wind-Swept Blaze Ravages Downtown Fort Scott." *Kansas Preservation* 27, no. 2 (March/April 2005): 2.
- "Wal-Greens Chain Targets Historic Kansas Properties." *Kansas Preservation* 25, no. 4 (July/August 2004): 3.
- "Brown v. Board Dedication Marks Culmination of Preservation Effort." *Kansas Preservation* 25, no. 4 (July/August 2004): 11.
- "Almost Famous: The 'Other' Root Brother and His Humble Design." *Kansas Preservation* 26, no. 1 (January/February 2004): 3.
- "The Changing Tides of Preservation: From Public Policy to Public Consciousness." *Kansas Preservation* 25, no. 4 (July/August 2003): 8.
- "Building a Future on Our Past: Economic Benefits of Preserving Rural Resources." *Kansas Preservation* 24, no. 6 (November/December 2002): 11-12.
- "The History of YMCA Structures in Kansas." *Kansas Preservation* 23, no. 6 (November/December 2001): 5-6.
- "Preserving the Under-appreciated: Evaluating Kansas's Modern Architecture." *Kansas Preservation* 22, no. 6 (November/December 2000): 1-3.
- "Kansas Historic Preservation Law: What Every Local Government Should Know." *Kansas Government Journal* 85, no. 12 (December 1999): 306-307.

Teaching Experience

- Fall 2003. *Historic Preservation*. Wichita State University. History 702. This graduate-level course provided an introduction to preservation technology, preservation law, smart growth, and the National Register of Historic Places.
- Summer 2004. *Technical Issues in Historic Preservation*. Emporia State University. AN 540 E. Students learned to identify historic building problems and to apply appropriate treatments. This was part of the Kansas Archeological Training Program. There were 20 hours of instruction.
- Summer 2002. *Historic Architecture*, Emporia State University. AN 540 E. This was a survey of American Commercial Architectural Styles taught as part of the Kansas Archeological Training Program. There were 20 hours of instruction.
- Summer 2001. *Historic Building Survey*, Emporia State University. AN 540 E. This was a survey of American Residential Architectural Styles taught as part of the Kansas Archeological Training Program. There were 20 hours of instruction.
- Fall 1999. *U. S. History Civil War to Present*, Friends University. Semester-long undergraduate course. HIS 150.



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DATE: December 5, 2006

CONTACT PERSON: Celeste Benton **DOCUMENT #:**

SECOND PARTY/SUBJECT: Topeka Landmarks Commission **PROJECT #:**

CATEGORY/SUBCATEGORY 006 Communication / 003 Requests

CIP PROJECT: No

ACTION OF COUNCIL: **JOURNAL #:**

PAGE #:

DOCUMENT DESCRIPTION:

A COMMUNICATION recommending the re-appointment of Greg Allen to the Topeka Landmarks Commission for a three-year term that would expire on December 31, 2009.
(Council District No. 6)

POLICY ISSUE:

NA

STAFF RECOMMENDATION:

The Mayor is recommending the re-appointment of Greg Allen, 1800 SW 27th, to the Topeka Landmarks Commission for a three-year term that will expire December 31, 2009. Mr. Allen is eligible for re-appointment. The Commission has an attendance policy which states the following, "Any member who is absent without prior excuse from three consecutive meetings shall have the absence reported by the chairperson to the appointing authority. Members who accrue absences beyond a total of four in any twelve month period should consider relinquishing their appointment." Mr. Allen has missed one meeting.

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. At least four members of the Commission shall be preservation related professionals. Mr. Allen has the required professional background and experience.

BUDGETARY IMPACT:

NA

SOURCE OF FUNDING:

NA

ATTACHMENTS:

No Attachments Available

Item #8



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Topeka, Kansas 66603

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DATE: December 5, 2006

CONTACT PERSON: Joe Singer **DOCUMENT #:**

SECOND PARTY/SUBJECT: Corporate Boundary of the City of Topeka **PROJECT #:**

CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous

CIP PROJECT: No

ACTION OF COUNCIL: Adopt Resolution as presented **JOURNAL #:**

PAGE #:

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr., declaring the entire boundary of the City of Topeka and rescinding City of Topeka Resolution No. 7730.

(The Resolution also directs the City Clerk, in accordance with KSA 12-518, to file a certified copy of the Resolution with the County Clerk, Register of Deeds, State Transportation Engineer and Election Commission.)

(This Resolution repeals Resolution 7730 declaring the entire corporate boundary of the City of Topeka at the end of 2005 and adopts the proposed Resolution as presented for the new corporate boundary at the end of 2006.)

POLICY ISSUE:

KSA 12-517 states: "Before the last day in December in any year in which any territory has been added to or excluded from any city, the governing body of such city shall declare by resolution the entire boundary of the city."

STAFF RECOMMENDATION:

Adopt Resolution as presented.

BACKGROUND:

There have been 8 annexations to the City of Topeka in 2006, which have added 0.384 square miles of territory.

BUDGETARY IMPACT:

None

SOURCE OF FUNDING:

None

ATTACHMENTS:

[Resolution](#)

Item #9

RESOLUTION NO. _____

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr., declaring the entire boundary of the City of Topeka and rescinding City of Topeka Resolution No. 7730.

WHEREAS, K.S.A. 12-517 provides that municipalities shall by resolution declare the entire boundaries of the municipality.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Topeka, Kansas, that it hereby declares the following to be the entire boundary of the City:

A. Corporate Limits and Boundaries as Follows to Wit:

Beginning at the Northwest corner of the Northeast Quarter of Section 3, Township 12 south, Range 16 east of the 6th P.M.; thence easterly on the North line of said Section 3 to the West line of England Mobile Home Estates Subdivision extended north; thence southerly on said extension to the Northwest corner of Lot 1, Block "A" in said subdivision; thence easterly, 991.90 feet, to the Northeast corner of Lot 2, Block "A" in said subdivision; thence southerly, on the East line of said Lot 2, 477.03 feet; thence easterly, to a point which is 527.03 feet south of and 12.5 feet west of the Northeast corner of the Northeast quarter of said Section 3; thence on an assumed bearing of South 00°21'23" East, parallel with the East line of said Northeast Quarter, 1248.45 feet; thence South 88°38'12" West, 40 feet; thence southerly, on a line which is 52.50 feet west of the East line of the last said Northeast Quarter, 535.29 feet; thence easterly 2.50 feet; thence southerly, on the East line of the last said Lot 1, and its extension, 360.00 feet, to an intersection with the South line of the Northeast Quarter of Section 3, Township 12 south, Range 16 east; thence South 88°38'15" West, 25.89 feet; thence South 09°10'00" West, 156.20 feet; thence South 50°49'00" West, 907.50 feet; thence South 74°51'00" West, 547.39 feet to the East line of the West Half of the Southeast Quarter of said Section 3; thence southerly on said East line to the South Right-of-Way Line of U.S. Highway 40 as condemned in Case Number 91169; thence northeasterly on said South Right-of-Way Line and on a curve to the left that has a radius of 3969.83 feet, an arc distance of 443.15 feet; thence on an assumed bearing of North 83°34'24" East, on said South Right-of-Way Line, 820.00 feet to a point 80.00 feet west of the East line of said Southeast Quarter; thence south-southeasterly, 325.00 feet to a point that is 10.00 feet east of the Northeast corner of Lot 1, Altair Heights Subdivision; thence westerly 10.00 feet to the Northeast corner of Lot

1, Altair Heights Subdivision, being a point on the West Right-of-Way Line of Croco Road; thence southerly on the West line of Croco Road on an assumed bearing of South 02°34'12" West, 222.94 feet; thence west 300.00 feet; thence south 587.42 feet; thence South 32°26'30" West, 203.21 feet; thence South 61°42'24" West, 671.80 feet; thence South 74°32'18" West, 89.94 feet; thence South 88°25'06" West, 194.71 feet, to a point 30.00 feet north of the Southeast corner of the West Half of the Southeast Quarter of Section 3; thence south to the Northeast corner of the West Half of the Northeast Quarter of Section 10, Township 12 south, Range 16 east of the 6th P.M.; thence on an assumed bearing of South 00°48'00" West, on the East line of the West Half of the Northeast Quarter of said Section 10, 158.83 feet to the North line of the Kansas Turnpike Right-of-Way; thence South 63°15'40" West, on said right-of-way line, 790.86 feet; thence South 69°36'00" West, continuing on said right-of-way line, 452.77 feet; thence North 70°46'40" West, continuing on said right-of-way line, 337.69 feet to the Easterly Right-of-Way Line of Service Road "L" of the Kansas Turnpike Authority; thence southwesterly to the intersection of the Westerly Right-of-Way Line of Service Road "L" of the Kansas Turnpike Authority, and the Northerly Right-of-Way line of the Kansas Turnpike; thence southwesterly approximately 290 feet on the Northerly Right-of-Way line of the Kansas Turnpike to a point which intersects with a line bearing North 27°15'56" West, extended from the most Northerly corner of Lot 24, Block "N", Aquarian Acres Subdivision; thence South 27°15'56" East, 300 feet, more or less, to said most Northerly corner of Lot 24; thence easterly on the Southerly Right-of-Way Line of the Kansas Turnpike to its intersection with the East line of the West Half of Section 10, also being the Northeast corner of Aquarian Acres Subdivision; thence on an assumed bearing of North 62°16'17" East, on the north line of Capricorn Woods Subdivision No. 2, 308.09 feet, to the North corner of Lot 11, Block 'C' in said subdivision; thence North 08°05'50" West, on the West line of Capricorn Woods Subdivision No. 3, a record distance of 462.28 feet to the most westerly West corner of Lot 11, Block A in said subdivision; thence North 51°49'07" East, on a North line of Capricorn Woods Subdivision No. 3, 399.13 feet; thence North 64°31'42" East, on a North line of Capricorn Woods Subdivision No. 3, a record distance of 896.71 feet to a point on the East line of the West Half of the Northeast Quarter of Section 10, Township 12 South, Range 16 east of the 6th P.M.; thence South 00°19'45" West, on an East line of Capricorn Woods Subdivision No.3, 728.46 feet to the Northwest corner of Lot 1, Block "AA" in Shawnee Gardens Subdivision; thence North 89°29'35" East, 1283.60 feet, to the Northeast corner of Lot 6, Block "B" in said subdivision; thence easterly, on the North line of Shawnee Gardens Subdivision, to an intersection with a line which is

30 feet west of the East line of the Northeast Quarter of Section 10, Township 12 South, Range 16 east of the 6th P.M.; thence on an assumed bearing of North 00°29'01" East, parallel with the East line of said Northeast Quarter, to an intersection with a line which is an extension of the South line of the North 792.0 feet of the Northwest Quarter of Section 11, Township 12 South, Range 16 east of the 6th P.M.; thence North 89°47'56" East, parallel with the North line of said Northwest Quarter, 1356.93 feet, to a point which is 6.99 feet west of the East line of the Northwest Quarter of the Northwest Quarter of said Section 11; thence South 00°27'04" West, 537.79 feet, to a point on the South line of the Northwest Quarter of the Northwest Quarter of said Section 11, which is 5.50 feet west of the Southeast corner of the Northwest Quarter of the Northwest Quarter of said Section 11; thence South 89°58'08" West, on the South line of the Northwest Quarter of the Northwest Quarter of said Section 11, 1287.20 feet, to the Northwest corner of Lot 1, Block 'E' in Belhaze Subdivision No. 2; thence southerly, to the Northwest corner of Lot 8, Block 'D' in Belhaze Subdivision No. 2; thence westerly, to the Northeast corner of Lot 1, Block "D" in Shawnee Gardens Subdivision; thence on an assumed bearing of South 00°15'33" West, parallel with the East line of the Northeast Quarter of Section 10, Township 12 South, Range 16 east of the 6th P.M., to the Southeast corner of Lot 4, Block "D" in Shawnee Gardens Subdivision; thence North 89°44'27" West, 275.00 feet, to an East corner of Lot 15, Block "D" in said subdivision; thence South 00°15'33" West, 215.00 feet, to the most Easterly Southeast corner of Lot 16, Block "D" in said subdivision; thence South 89°44'27" East, 275.00 feet to the Northeast corner of Lot 27, Block "D" in said subdivision; thence South 00°15'33" West, 362.57 feet to the Southeast corner of Lot 12, Block "E" in said subdivision; thence North 89°26'55" East, on the North line of the Southeast Quarter of Section 10, to an intersection with a line which is 30 feet west of the East line of said Southeast quarter; thence southerly on the West line of Croco Road, 1432.51 feet; thence south on said West line of Croco Road 1176.40 feet to the North Right-of-Way Line of S.E. 29th Street; thence westerly on the North Right-of-Way Line of 29th Street to the East Right-of-Way Line of Wittenberg Road; thence northerly on the East Right-of-Way Line of Wittenberg Road to a point 1689.93 feet north of the South line of Section 10, Township 12 south, Range 16 east of the 6th P.M.; thence westerly parallel with and 1689.93 feet north of the South line of said Section 10 to the West line of Section 10; thence northerly on the West line of Section 10 to its intersection with the North Right-of-Way Line of the Kansas Turnpike; thence southwesterly on the Northerly Right-of-Way Line of the Kansas Turnpike to its intersection with the East line of the West Half of the West Half of Section 16, Township 12 South, Range 16 east of the 6th P.M.; thence south to the Northeast corner of the West Half of the

Southwest Quarter of said Section 16; thence easterly, on the North line of said Southwest Quarter, 1324.26 feet, to the Northeast corner of said Southwest Quarter; thence on an assumed bearing of 00°05'54" East on the West line of the Northeast Quarter of said Section 16, 1771.63 feet to an intersection with the Southeast right of way line of United States Interstate Highway 470/335, also known as Kansas Turnpike Tract No. 27-70; thence on said Southeast right of way line, being a curve concave northwesterly, having a radius measure of 5879.58 feet and an arc length of 1005.83 feet, the chord of which bears North 45°01'09" East, 1004.60 feet; thence North 40°07'06" East on said Southeast right of way line, 5.75 feet to the Southwest corner of Kansas Turnpike Tract 27-20E; thence North 84°56'53" East on the South line of said Turnpike Tract 27-20E, 524.39 feet; thence North 60°49'13" East on a South line of said Turnpike Tract 27-20E, 80.71 feet to an intersection with the South right of way line of SE 29th Street; thence South 89°28'02" East on the South right of way line of SE 29th Street, being 50.00 feet south of the North line of the West Half of said Northeast Quarter, 28.16 feet to a point on the East line of said West Half; thence South 00°15'13" West on the East line of said West Half, to a point on a line which is 300.00 feet south of the North line of the Northeast Quarter of Section 16; thence easterly, parallel with the North line of said Northeast Quarter, to the Southwest corner of Franklin Subdivision; thence northerly on the West line of said subdivision to the Northwest corner of Lot 1, Block A in Franklin Subdivision; thence easterly, to the Northeast corner of Lot 9, Block "J" in Shawnee Estates Subdivision; thence southerly, on the East line of Lot 9, to an intersection with a line which is 50 feet south of the North line of the Northeast Quarter of said Section 16, said line being the South line of Southeast 29th Street; thence easterly, parallel with the North line of said Northeast Quarter, to an intersection with a line which is 20 feet west of the East line of said Northeast Quarter, said line being the West line of West Edge Road; thence southerly, parallel with the East line of said Northeast Quarter, to an intersection with the North line of Lakeview Subdivision; thence westerly, on the North line of Lakeview Subdivision, to the Northeast corner of Lot 1 in said subdivision; thence southerly, to the Southeast corner of Lot 28 in Lakeview Subdivision; thence easterly, to an intersection with a line which is 20 feet west of the East line of the Northeast Quarter of said Section 16, said line also being the West line of West Edge Road; thence southerly, parallel with the East line of said Northeast Quarter, to an intersection with the South line of said Northeast Quarter; thence westerly, on the South line of said Northeast Quarter, to the Northeast corner of Lot 9, Block "D" in Lake Shawnee Subdivision "C"; thence southerly to the Southeast corner of Lot 19, Block "H" in Lake Shawnee Subdivision "C"; thence westerly, on the North line of S.E. 35th Street Terrace, and its extension, to an

intersection with the West line of Shoreline Drive; thence southerly on the West line of Shoreline Drive to the North line of S.E. 37th Street; thence westerly, on a line which is 40.00 feet north of the South line of said Section 16, to an intersection with the East line of the West Half of the West Half of said Section 16; thence southerly, on said East line a distance of 40.00 feet to the South line of Section 16; thence continuing southerly on the East line of the West Half of the West Half of Section 21, Township 12 south, Range 16 east of the 6th P.M. to a point 1650.00 feet south of the North line of said Section 21; thence west 1320.00 feet to an intersection with the East line of the Northeast Quarter of Section 20; thence on an assumed bearing of South 01°40'19" West, on the East line of said Northeast Quarter, to a point 660.00 feet north of the Southeast corner of said Northeast Quarter; thence South 88°21'14" West, 1648.96 feet; thence North 01°40'19" West 661.21 feet; thence South 88°21'35" West, on the South line of the North Half of the Northeast Quarter of said Section 20, to the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 20; thence southerly, 1320.35 feet, to the Northeast corner of the Southwest Quarter of Section 20, Township 12 South, Range 16 east of the 6th P.M.; thence on an assumed bearing of North 88°21'37" East, 2186.81 feet, to the Southwest corner of Lot 1, Block 'A' KPL Substation Subdivision; thence northerly, to the Northwest corner of said Lot 1; thence easterly, to the Northeast corner of Lot 1; thence southerly, to the Southeast corner of Lot 1; thence North 88°21'37" East, on the South line of KPL Substation Subdivision, to the Northeast corner of the Southeast Quarter of Section 20, said point also being the Northwest corner of the Southwest Quarter of Section 21, Township 12 South, Range 16 east of the 6th P.M.; thence easterly on the North line of said Southwest Quarter, 275.30 feet; thence southerly, on a line which is 275.30 feet east of the West line of said Section 21, 516.00 feet; thence west 8.90 feet; thence southerly, on a line which is 266.40 feet east of the West line of Section 21, 553.00 feet; thence easterly 75.40 feet; thence southerly on a line which is 341.80 feet east of the West line of Section 21, 216.50 feet; thence westerly on the North line of the South Half of the Southwest Quarter of Section 21, Township 12 South, Range 16 east of the 6th P.M., to a point on a line which is 30 feet east of the West line of the Southwest Quarter of Section 21, ; thence southerly, parallel with the West line of said South Half, 210.00 feet; thence easterly on a north line of Stone Crest Subdivision, to the Northwest corner of Lot 4, Block 'E' in Stone Crest Subdivision; thence northerly to the Northwest corner of Lot 22, Block 'E' in Stone Crest Subdivision; thence easterly on the North line of the South Half of the Southwest Quarter of said Section 21, to the East corner of Lot 9, Block 'H' in Stone Crest Subdivision; thence southerly on the East line of the South Half of the Southwest Quarter of said

Section 21, to the Southeast corner of Lot 1, Block 'I' in Stone Crest Subdivision; thence westerly on the North line of S.E. 45th Street and its extension, to the Southwest corner of Lot 9, Block 'D' in Stone Crest Subdivision; thence northerly at a right angle to the Northwest corner of Lot 4, Block 'D' in Stone Crest Subdivision; thence westerly parallel with the South line of the Southwest Quarter of said Section 21, to a corner of Stone Crest Subdivision on the East line of Lot 8, Block 'C' in said subdivision; thence southerly on the East line of Block 'C' and its extension, in Stone Crest Subdivision, to an intersection with a line which is 50 feet south of the North line of the Northwest Quarter of Section 28, Township 12 South, Range 16 east of the 6th P.M.; thence westerly parallel with the North line of the Northwest Quarter of said Section 28, to an intersection with a line which is 50 feet west of the East line of the Northeast Quarter of Section 29, Township 12 South, Range 16 east of the 6th P.M.; thence southerly parallel with the East line of said Section 29, to the South line of Marlatte Center Subdivision; thence westerly to the Southwest corner of said subdivision; thence northerly, on the Westerly line of said subdivision and its extension, to an intersection with a line which is 45 feet north of the North line of Section 29; thence westerly parallel with the South line of Section 20, to the West line of the East Half of said Section 20; thence southerly, 5.00 feet, to a point 40.00 feet north of the Southeast corner of the Southwest Quarter of said Section 20; thence westerly parallel with and 40.00 feet north of the South line of the Southwest Quarter of Section 20, to the East line of Section 19; thence continuing westerly to a point 30.00 feet west of the East line of Section 19, also being the West line of Adams Street; thence westerly parallel with and 40.00 feet north of the South line of Section 19, to a point that is 40.00 feet north of the Northeast corner of the West Half of the Northeast Quarter of Section 30, Township 12 South, Range 16 east of the 6th P.M.; thence southerly 2694.79 feet on the East line of South Village Subdivision, to the Southeast corner of said subdivision; thence westerly, on the South line of said subdivision to the Northeast corner of the Southwest Quarter of Section 30, Township 12 South, Range 16 east of the 6th P.M.; thence southerly on an assumed bearing of South 02°24'27" East, on the East line of said Southwest Quarter, to a point which is 44.20 feet north of the Southeast corner of Terra Heights Subdivision, said point also being on the Southwesterly line of the right of way of the former Missouri Pacific Railroad Company; thence South 56°03'19" East on the Southwesterly line of said right of way, 1304.94 feet; thence southeasterly, southerly and southwesterly on said right of way line, on a curve concave westerly having a radius measure of 419.28 feet and an arc length of 1020.97 feet, the chord of which bears South 20°32'28" West, 786.78 feet; thence South 88°10'41" West on said right of way line, 132.83 feet; thence westerly on said right of way line,

on a curve concave southerly having a radius measure of 613.69 feet and an arc length of 207.93 feet, the chord of which bears South 78°26'03" West, 206.93 feet, to a point on a line which is 45 feet north of the South line of said Southeast Quarter; thence South 88°10'41" West parallel with the South line of said Southeast Quarter, 407.12 feet; thence South 88°35'12" West on a line which is 45 feet north of the South line of said Southwest Quarter, 2224.75 feet to a point on the East line of Topeka Boulevard; thence North 02°07'29" West on the East line of Topeka Boulevard, 602.47 feet; thence North 01°34'34" West on the East line of Topeka Boulevard, 878.59 feet; thence northerly on the East line of Topeka Boulevard, to an intersection with the North line of the Southwest Quarter of said Section 30; thence westerly, on the South line of the Northwest Quarter of Section 30 to the Southeast corner of the Northeast Quarter of Section 25, Township 12 South, Range 15 east of the 6th P.M.; thence northerly, on the East line of said Northeast Quarter, 20.00 feet, to the North line of S.W. 49th Street, extended from the west; thence westerly, on a line which is 20.00 feet north of the South line of the Northeast Quarter of said Section 25, to an intersection with the West line of the right of way of the Burlington Northern Santa Fe Railway Company; thence southerly, on the West line of said right of way, to the Northeast corner of Lot 1, Block "A" in Laird Noller Subdivision; thence westerly, to the Northwest corner of said Lot 1; thence southerly, to the Southwest corner of said Lot 1; thence westerly, 33.00 feet, to a corner of Lot 1, Block "A" in S.W. 57th Street Distribution Center Subdivision; thence southerly on the most westerly East line of the last said Lot 1, and its extension, to an intersection with a line which is 30 feet south of the North line of the Southeast Quarter of said Section 36; thence westerly, on an assumed bearing of South 88°03'15" West, parallel with the North line of the Southeast Quarter of said Section 36, to an intersection with a line which is 40 feet west of the East line of the Northwest Quarter of the Southeast Quarter of said Section 36; thence southerly, parallel with the East line of the Northwest Quarter of the Southeast Quarter of said Section 36, to an intersection with a line which is 50 feet south of the North line of said Southeast Quarter; thence South 88°03'15" West, 280.00 feet; thence southerly, parallel with the East line of the Northwest Quarter of the Southeast Quarter of said Section 36, to an intersection with a line which is 60 feet south of the North line of said Southeast Quarter; thence South 88°03'15" West, to a point which is 535.10 feet east of the Northwest corner of the Southeast Quarter of said Section 36, and 60.00 feet south of the North line of said Southeast Quarter, as measured on the North line of, and normal from the North line of said Southeast Quarter; thence South 76°44'39" West, 101.98 feet; thence South 88°03'15" West, 400.00 feet; thence South 61°29'21" West, 55.90 feet; thence South 88°03'13" West,

1535.10 feet; thence North $87^{\circ}38'30''$ West, 199.78 feet; thence North $01^{\circ}56'47''$ West, normal to the North line of the Southwest Quarter of said Section 36, 90.00 feet, to an intersection with said North line at a point which is 893.59 feet east of the Northwest corner of said Southwest Quarter; thence continuing North $01^{\circ}56'47''$ West, 90.00 feet; thence South $88^{\circ}03'13''$ West, parallel with the South line of the Northwest Quarter of said Section 36, 358.12 feet; thence North $07^{\circ}53'08''$ East, 679.72 feet; thence North $23^{\circ}43'11''$ East, 509.21 feet; thence North $14^{\circ}17'25''$ East, 517.29 feet; thence North $00^{\circ}04'32''$ West, 210.05 feet; thence northerly, on a curve which is concave westerly, having a radius measure of 5889.58 feet and an arc length of 719.40 feet, the chord of which bears North $06^{\circ}17'43''$ East, 718.95 feet, to an intersection with the South line of the Southwest Quarter of said Section 25; thence northerly, on a curve which is concave westerly, having a radius measure of 5889.58 feet and an arc length of 547.79 feet, the chord of which bears North $00^{\circ}16'44''$ West, 547.59 feet; thence North $01^{\circ}48'09''$ West, 1517.06 feet; thence North $02^{\circ}03'30''$ East, 514.28 feet; thence North $01^{\circ}48'02''$ West, normal to the South line of the Northwest Quarter of said Section 25, 80.00 feet, to an intersection with said South line at a point which is 1149.74 feet east of the Southwest corner of said Northwest Quarter; thence continuing North $01^{\circ}48'02''$ West, to an intersection with a line which is 20 feet north of the South line of the Northwest Quarter of said Section 25; thence westerly, on a line which is 20 feet north of the South line of the Northwest Quarter of said Section 25, to an intersection with the East line of Section 26, Township 12 South, Range 15 east of the 6th P.M.; thence continuing westerly, parallel with and 20.00 feet north of the South line of the North Half of said Section 26 to the East line of Burlingame Road; thence northerly on the East line of Burlingame Road to an intersection with the North line of S.W. 45th Street, extended from the west, said North line of S.W. 45th Street being 30.00 feet north of the South line of Section 23, Township 12 South, Range 15 east of the 6th P.M.; thence westerly, parallel with and 30.00 feet north of the South line of said Section 23 to an intersection with the West line of the East Half of the Southeast Quarter of Section 23; thence northerly on the West line of the East Half of the Southeast Quarter of Section 23, to an intersection with the North line of the Southeast Quarter of said Section 23; thence westerly, on the North line of said Southeast Quarter, to the Northeast corner of the Southwest Quarter of Section 23, Township 12 South, Range 15 east of the 6th P.M.; thence on an assumed bearing of South $87^{\circ}44'36''$ West, on the North line of said Southwest Quarter, to the Northeast Quarter of Lot 4, Block 'B' in Misty Harbor Estates No. 2 Subdivision; thence South $08^{\circ}11'25''$ West, 149.95 feet; thence on a curve concave southerly, having a radius measure of 537.50 feet and an arc length of 22.92 feet, the

chord of which bears South 80°35'17" East, 22.92 feet; thence South 10°38'02" West, 250.08 feet; thence South 88°30'14" East, 53.58 feet; thence South 71°00'42" East, 57.83 feet; thence South 01°29'46" East, 281.87 feet; thence South 88°30'14" West, 75.00 feet; thence South 01°28'50" East, 522.53 feet; thence South 88°30'14" West, 27.13 feet; thence South 01°29'46" East, 260.63 feet, to the Southeast corner of Lot 1, Block 'E' in Misty Harbor Estates No. 2 Subdivision; thence North 88°30'14" East, 30.00 feet; thence South 01°29'46" East, 160.00 feet; thence South 11°34'36" East, 228.53 feet; thence South 01°29'46" East, 494.40 feet; thence North 88°30'14" East, 190.00 feet; thence South 01°29'46" East, 247.20 feet, to a point which is 30 feet north of the South line of said Southwest Quarter; thence on an assumed bearing of North 88°56'50" East, on a line which is 30 feet north of the South line of said Southwest Quarter, 769.00 feet; thence South 00°07'37" East, on the East line of said Southwest Quarter, 30.00 feet, to the Northeast corner of the Northwest Quarter of Section 26, Township 12 South, Range 15 east of the 6th P.M.; thence South 00°09'12" East, on the East line of said Northwest Quarter, 1299.00 feet; thence South 56°16'49" West, 720.00 feet; thence South 00°09'12" East, parallel with the East line of said Northwest Quarter, 919.99 feet; thence South 89°02'19" West, on a line which is 45 feet north of the South line of said Northwest Quarter, 708.43 feet; thence westerly, on a curve concave southerly, having a radius measure of 447.50 feet and an arc length of 35.26 feet, the chord of which bears South 86°46'54" West, 35.25 feet, to a point which is 16.84 feet north of the Southeast corner of Lot 9 Block "A", in Colly Creek Subdivision No. 6; thence on an assumed bearing of South 00°13'06" East, on the East line of the West Half of the Northwest Quarter of Section 26, Township 12 South, Range 15 east of the 6th P.M., 16.84 feet, to the Southeast corner of Lot 9, Block "G" in Colly Creek Subdivision No. 6; thence on a 460.00 foot radius curve to the right, 264.29 feet; thence North 79°51'05" West, 493.87 feet; thence on a 540.00 foot radius curve to the left, 410.24 feet; thence South 56°37'15" West, 38.90 feet; thence on a 460.00 foot radius curve to the right, 206.79 feet; thence South 82°22'40" West, 261.54 feet; thence North 83°24'11" West, 163.01 feet; thence westerly, 80 feet south of and parallel with the South line of the Northeast Quarter of Section 27, Township 12 South, Range 15 east of the 6th P.M., 429.69 feet; thence North 73°38'13" West, 382.80 feet; thence North 00°20'44" West, 139.53 feet; thence North 89°44'11" East, 217.86 feet; thence North 00°15'49" West, 400.00 feet; thence South 89°44'11" West, 85.12 feet; thence North 00°15'49" West, 200.00 feet; thence South 89°44'11" West, 58.01 feet; thence North 00°15'49" West, 200.00 feet; thence South 89°44'11" West, to an intersection with the East line of S.W. Gage

409 Boulevard; thence North 00°39'50" West, 860.02 feet; thence North
410 89°44'11" East, 250.39 feet; thence North 00°15'39" West, 200.00
411 feet; thence South 89°44'11" West, 251.79 feet; thence North
412 00°39'50" West, 636.15 feet, to a point on the South line of Section
413 22, Township 12 South, Range 15 east of the 6th P.M.; thence
414 westerly, on said line 11.76 feet to the Southwest corner of Lot 4 in
415 said Section 22; thence continuing westerly on said South line, to an
416 intersection with a line which is 30 feet west of the East line of Lot 5 in
417 said Section 22; thence northerly, on a line which is 30 feet west of
418 the East line of Lots 5, 6 and 7 in said Section 22, to a point which is
419 502.00 feet north and 30 feet west of the Southeast corner of said Lot
420 7; thence westerly, on the South line of S.W. 40th Street, and its
421 extension, to the Southwest corner of Blackburn Subdivision; thence
422 northerly, to the Northwest corner of Lot 1, Block 'A' in Blackburn
423 Subdivision; thence easterly, on the North line of Blackburn
424 Subdivision, and its extension, to an intersection with a line which is
425 30 feet west of the East line of said Lot 7; thence northerly, on a line
426 which is 30 feet west of the East lines of Lots 7 and 8 in said Section
427 22 to an intersection with the North line of Section 22; thence west on
428 the North line of Section 22 to a point 527.20 feet east of the
429 Northeast corner of the Northwest Quarter of Section 22, Township 12
430 South, Range 15 east of the 6th P.M.; thence on an assumed bearing
431 of South 00°47'14" West, 1321.98 feet; thence North 89°29'14" West,
432 527.19 feet; thence North 89°23'29" West, 2650.19 feet, to an
433 intersection with the West line of Section 22; thence southerly on the
434 West line of said section to the East Quarter corner of Section 21,
435 Township 12 South, Range 15 east of the 6th P.M.; thence on an
436 assumed bearing of South 88°46'43" West, on the North line of the
437 Southeast Quarter of said Section 21, 464.91 feet; thence South
438 54°02'14" West, 363.09 feet; thence South 50°29'18" West, 44.16
439 feet; thence southwesterly, on a curve concave northwesterly, having
440 a radius measure of 1030.00 feet and an arc length of 710.30 feet,
441 the chord of which bears South 70°14'39" West, 696.31 feet; thence
442 South 90°00'00" West, 8.57 feet; thence northwesterly, on a curve
443 concave northeasterly, having a radius measure of 810.00 feet and an
444 arc length of 272.67 feet, the chord of which bears North 80°21'22"
445 West, 271.39 feet; thence North 70°42'44" West, 708.74 feet; thence
446 northwesterly, on a curve concave southwesterly, having a radius
447 measure of 966.50 feet and an arc length of 348.32 feet, the chord of
448 which bears North 81°02'12" West, 346.44 feet; thence South
449 88°38'20" West, 332.17 feet; thence South 86°43'47" West, 180.10
450 feet; thence South 88°38'20" West, 35.22 feet; thence South
451 01°21'40" East, 51.49 feet; thence South 34°56'17" West, 344.26
452 feet; thence South 03°56'09" West, 122.53 feet; thence South
453 11°52'54" West, 231.70 feet; ; thence South 89°06'31" East, 71.26

454 feet; thence South 67°46'48" East, 126.07 feet; thence South
455 49°59'15" East, 218.99 feet; thence South 28°03'34" East, 130.00
456 feet; thence South 00°23'53" East, 154.39 feet; thence South
457 76°03'46" West, 147.76 feet; thence southerly, on a curve concave
458 westerly, having a radius measure of 412.00 feet and an arc length of
459 155.03 feet, the chord of which bears South 00°28'07" West, 154.12
460 feet; thence South 70°02'14" East, 187.76 feet; thence South
461 86°46'44" East, 149.34 feet; ; thence South 67°24'25" East, 163.14
462 feet; thence South 42°41'52" East, 80.40 feet; thence South
463 24°46'56" East, 142.36 feet; thence South 68°32'44" East, 173.53
464 feet; thence South 32°54'02" East, 129.08 feet; thence South
465 00°32'09" East, 213.07 feet; thence South 16°50'03" West, 30.00
466 feet; thence westerly, on a curve concave southerly, having a radius
467 measure of 530.00 feet and an arc length of 124.82 feet, the chord of
468 which bears North 79°54'45" West 124.53 feet; thence South
469 03°20'26" West, 60.00 feet; thence westerly, on a curve concave
470 southerly, having a radius measure of 470.00 feet and an arc length
471 of 28.84 feet, the chord of which bears North 88°25'02" West, 28.83
472 feet; thence South 00°38'39" East, 149.80 feet; thence South
473 89°27'34" West, 645.28 feet; thence North 00°40'39" West, 224.59
474 feet; thence South 89°28'25" West, 896.92 feet; thence North
475 00°30'03" West, 462.09 feet; thence South 87°33'24" West, 826.16
476 feet; to the northeast corner of Elevation Hill Subdivision; thence
477 South 88°36'57" West, 227.50 feet; thence North 01°10'51" West, on
478 a line which is 52.50 feet east of the west line of the southwest
479 quarter of said Section 21, to an intersection with a line which is 30.00
480 feet north of the South line of the North Half of the Southeast Quarter
481 of Section 20, Township 12 South, Range 15 east of the 6th P.M.;
482 thence westerly, on said extension, to an intersection with the East
483 line of said Southeast Quarter; thence westerly, on a line which is
484 30.00 feet north of the South line of the North Half of said Southeast
485 Quarter, 100.00 feet; thence southerly, parallel with the East line of
486 said Southeast Quarter, to an intersection with the South line of the
487 North Half of said Southeast Quarter; thence on an assumed bearing
488 of South 89°28'33" West, on the South line of the North Half of said
489 Southeast Quarter, 726.34 feet, to the Northeast corner Lot 4, Block
490 'D' in Brian's Addition No. 3; thence South 25°50'40" East 202.34 feet
491 to the East corner of Lot 5, Block 'D' in Brian's Addition No. 3; thence
492 southwesterly on a curve concave southeasterly, having a radius
493 measure of 280.00 feet and an arc length of 55.87 feet, the chord of
494 which bears South 58°22'32" West, 55.78 feet; thence southwesterly
495 on a curve concave northwesterly, having a radius measure of 220.00
496 feet and an arc length of 23.68 feet, the chord of which bears South
497 55°44'31" West, 23.67 feet; thence South 31°09'29" East, 312.31 feet
498 to the most northerly East corner of Lot 1, Block 'E' in Brian's Addition

499 No. 3; thence South 00°49'39" East 78.55 feet to the Southeast
500 corner of Brian's Addition No. 3; thence South 89°28'53" West,
501 563.09 feet to the Southwest corner of Lot 4, Block 'E' in Brian's
502 Addition no. 3; thence northeasterly on a curve concave
503 northwesterly, having a radius measure of 410.00 feet and an arc
504 length of 38.60 feet, the chord of which bears North 29°39'08" East,
505 38.59 feet; thence North 38°06'59" West, 92.76 feet; thence North
506 18°05'34" West, 110.00 feet; thence North 40°42'00" West 58.65 feet
507 to a point on the East line of the Southwest Quarter of the Southeast
508 Quarter of Section 20, Township 12 South, Range 15 east of the 6th
509 P.M.; thence South 00°47'11" East, 1001.58 feet, to the Southeast
510 corner of the Southwest Quarter of said Southeast Quarter; thence
511 South 00°13'47" East, on the East line of the Northwest Quarter of the
512 Northeast Quarter of Section 29, Township 12 South, Range 15 east
513 of the 6th P.M., 324.29 feet, to a point on the South line of the
514 Pottawatomie Indian Reservation; thence North 89°44'08" West, on
515 the South line of the Pottawatomie Indian Reservation, 1321.23 feet,
516 to a point on the West line of said Northeast Quarter; thence North
517 00°25'18" West, on the West line of said Northeast Quarter, 308.95
518 feet, to the Southwest corner of the Southeast Quarter of said Section
519 20; thence North 00°39'49" West, 1314.81 feet, to the Northwest
520 corner of the Southwest Quarter of said Southeast Quarter; thence
521 northerly, on the West line of said Southeast Quarter, also being on
522 the West line of Monarch Meadow Subdivision, 1320.79 feet, to the
523 Northwest corner of said Southeast Quarter; thence on an assumed
524 bearing of North 00°39'56" West, on the West line of the Northeast
525 Quarter of said Section 20, 1321.86 feet, to the Northwest corner of
526 Lot 8, Block "B" in South Branch Subdivision; thence on an assumed
527 bearing of North 00°39'11" West, 376.40 feet; thence South 57°47'36"
528 East, 129.93 feet; thence North 18°16'12" East, 45.99 feet; thence
529 North 89°19'37" East, 91.26 feet; thence South 07°42'39" West,
530 111.46 feet to the front common lot corner of Lots 9 and 10, Block "A",
531 Glenwood Subdivision also being on the North line of S.W. 38th
532 Place; thence southerly and easterly on said North line and its
533 extension across S.W. Arvon Place to the Southwest corner of Lot
534 28, Block "B", Glenwood Subdivision; thence North 00°40'23" West,
535 on the West lines of Lots 28 through 15, Block "B" to the Northwest
536 corner of said Lot 15, being on the South line of S.W. 37th Street;
537 thence easterly on said South line, to an intersection with the West
538 line of Shadywood West Subdivision, when extended southerly;
539 thence northerly on said extension to the North line of S.W. 37th
540 Street; thence North 00°47'12" West, 1280.10 feet; thence North
541 00°13'15" East, 529.59 feet; thence South 89°20'15" West, 340.00
542 feet; thence North 00°13'15" East, 200.00 feet to the South line of
543 S.W. 34th Terrace; thence South 89° 20'15" West, 100.00 feet;

thence North 00°13'15" East, 270.02 feet; thence North 89°20'15" East, 100.00 feet; thence North 00°13'15" East, 321.13 feet, to the North line of the Southeast Quarter of Section 17, Township 12 South, Range 15 east of the 6th P.M.; thence easterly on the North line of said Southeast Quarter, 1424.63 feet; thence on an assumed bearing of South 00°17'23" East, 208.71 feet; thence North 89°20'50" East, to the West line of S.W. Wanamaker Road; thence northerly on the West line of Wanamaker Road to the South line of Crestridge Square Subdivision No. 2; thence on an assumed bearing of South 89°37'17" West, to the Southwest corner of Lot 9, Block "A" of said subdivision; thence westerly, on the South line of Mission Center Subdivision No. 1, to the Southwest corner of said subdivision also being on the West line of the Northeast Quarter of Section 17; thence northerly, on said West line to the Southeast corner of the Southwest Quarter of Section 8, Township 12 South, Range 15 east of the 6th P.M.; thence northerly, on the East line of said Southwest Quarter, to the Southeast corner of Lot 19, Block "A", Southwest Meadows Subdivision; thence westerly, on the North line of S.W. 29th Street, and its extensions to the Southeast corner of Lot 1, Block "A", Mission Woods Subdivision No. 2; thence westerly on the North line of S.W. 29th Street, 34.90 feet; thence northerly, perpendicular from the South line of the Southwest Quarter of Section 8, Township 12 South, Range 15 East, 124.24 feet; thence westerly and parallel with the South line of said Southwest Quarter, 500.00 feet; thence southerly and perpendicular to the South line of said Southwest Quarter, 124.24 feet; thence westerly on the North line of S.W. 29th Street, to an intersection with an extension of the East line of Sherwood Estates Subdivision No. 23; thence southerly on the East line of Sherwood Estates Subdivision No. 23, and its extension, to the Southeast corner of said subdivision; thence westerly on the South line of said subdivision to an intersection with the East line of S.W. Urish Road; thence on an assumed bearing of South 00°35'16" East, on a line which is 40 feet east of the East line of the Northeast Quarter of Section 18, Township 12 South, Range 15 east of the 6th P.M., to an intersection with an extension of the South line of Lot 1, Block "A" in Sherwood Estates Subdivision No. 53; thence South 88°08'04" West, on the South line of Lot 1, and its extension, 794.54 feet; thence North 00°35'16" West, on a West line of Lot 1, 149.45 feet; thence South 72°17'17" West, on the South lines of Lot 1 and Lot 2 in Block "A", Sherwood Estates Subdivision No. 53, 651.41 feet, to the Southwest corner of said Lot 2; thence North 00°33'59" West, 524.28 feet, to the Northwest corner of Lot 2; thence North 79°36'29" East, 79.65 feet, to a North corner of Lot 2; thence North 88°08'04" East, 371.17 feet, to the Northeast corner of Lot 2; thence South 01°51'56" East, on the East line of Lot 2, 224.90 feet; thence North 88°08'04" East, 188.84 feet; thence North 01°51'56 West, 225.00 feet, to a point

on the North line of Lot 1; thence North 88°08'04" East, on the North line of Lot 1, and its extension, 735.82 feet, to an intersection with a line which is 40 feet west of the East line of the Northeast Quarter of said Section 18; thence North 00°35'16" West, parallel with the East line of the Northeast Quarter of said Section 18, to an intersection with the North line of said Northeast Quarter; thence northerly, parallel with the East line of the Southeast Quarter of said Section 7, to an intersection with a line which is 40 feet north of the South line of said Southeast Quarter; thence northerly on the West line of S.W. Urish Road to the Southeast corner of Lot 1, Block "A", Good Shepherd Lutheran Church Subdivision, thence westerly on the South line of said Lot 1, 458.98 feet, to the East line of Lot 2, Block "A", of said subdivision; thence southerly on the East line of said Lot 2 to the North line of S.W. 29th Street; thence westerly on said North line to the Southwest corner of Lot 1, Block "A", Tallgrass Subdivision; thence northerly on the West line of said Lot 1, 1268.94 feet, to an intersection with the South line of the North Half of the South Half of Section 7, Township 12 south, Range 15 East of the 6th P.M.; thence westerly on the South line of the North Half of said South Half to a point that is 694.00 feet easterly of the West line of the Southwest Quarter of said Section 7; thence northerly, parallel with said West line, 200.00 feet; thence westerly parallel with the South line of the North Half of the Southwest Quarter, 654.00 feet, more or less, to an intersection with a line which is 25 feet east of the West line of said Southwest Quarter; thence southerly, parallel with the West line of said Southwest Quarter, to an intersection with the South line of the North Half of said Southwest Quarter; thence westerly on the South line of the North Half of said Southwest Quarter, to the Northeast corner of the South Half of the Southeast Quarter of Section 12, Township 12 South, Range 14 east of the 6th P.M.; thence westerly on the North line of the South Half of said Southeast Quarter, to an intersection with a line which is 52.50 feet west of the East line of said Southeast Quarter; thence on an assumed bearing of South 00°01'43" West, on a line which is parallel with the East line said Southeast Quarter, also being the West line of S.W. Indian Hills Road, to the most southerly Northeast corner of Lot 9, Block "D" in Sherwood Park Subdivision; thence South 05°44'27" West, 120.60 feet to an East corner of Lot 8, Block "D" in Sherwood Park Subdivision; thence South 00°01'43" West, 161.79 feet to an East corner of Lot 7, Block "D" in Sherwood Park Subdivision; thence South 45°31'42" West, 39.25 feet to a South corner of said Lot 7; thence North 88°58'19" West, 11.79 feet to a South corner of said Lot 7; thence South 87°12'50" West, 180.40 feet to a South corner of Lot 6, Block "D" in Sherwood Park Subdivision which is 50.50 feet east of the Southwest corner of said Lot 6; thence North 88°58'19" West, on a line which is 52.50 feet north of the South line of said Southeast

636 Quarter, to an intersection with the West line of said Southeast
637 Quarter; thence on an assumed bearing of North 88°58'19" West, on
638 a line which is 52.50 feet north of the Southwest Quarter of said
639 Section 12, 748.83 feet to the Southwest corner of Lot 4, Block 'A' in
640 Sherwood Park Subdivision No. 8; thence North 01°01'41" East,
641 1290.30 feet to the Northwest corner of Lot 31, Block 'A' in said
642 subdivision; thence North 88°58'19" West, 64.07 feet to the
643 Southwest corner of S.W. 27th Street in Sherwood Park Subdivision
644 No. 8; thence North 00°09'46" East, 227.81 feet to the Northwest
645 corner of Lot 1, Block 'C' in said subdivision; thence North 89°50'11"
646 West 291.66 Feet; thence North 61°14'14" West, 478.62 feet; thence
647 North 00°09'49" East, 900.00 feet to an intersection with the North line
648 of said Southwest Quarter; thence South 89°01'00" East on the North
649 line of said Southwest Quarter, 1494.56 feet to the Northwest corner
650 of the Southeast Quarter of said Section 12; thence easterly to the
651 Northeast corner of said Southeast Quarter; thence easterly on the
652 South line of the Northwest Quarter of Section 7, Township 12 South,
653 Range 15 east of the 6th P.M., to an intersection with a line which is
654 40 feet east of the West line of said Northwest Quarter; thence on an
655 assumed bearing of North 01°22'07" West, on a line which is 40 feet
656 east of the West line of the last said Northwest Quarter, to an
657 intersection with an extension of the South line of Miller's Glen
658 Subdivision; thence South 88°37'53" West, 40.00 feet, to the
659 Southeast corner of Miller's Glen Subdivision; thence continuing on
660 South 88°37'53" West, 192.50 feet; thence North 84°56'23" West,
661 178.62 feet; thence South 88°37'53" West, 105.00 feet; thence North
662 01°22'07" West, 130.00 feet; thence South 88°37'53" West, 125.00
663 feet; thence South 70°02'33" West, 411.40 feet; thence South
664 43°37'53" West, 472.50 feet; thence North 01°19'36" West, on the
665 West line of the East Half of the Northeast Quarter of Section 12,
666 Township 12 South, Range 14 east of the 6th P.M., 1623.48 feet to a
667 point on a line which is 52.50 feet south of the North line of said
668 Northeast Quarter; thence North 89°33'47" East, parallel with the
669 North line of said Northeast Quarter, 765.65 feet; thence South
670 00°26'13" East, 38.58 feet; thence southeasterly, on a curve concave
671 northeasterly, having a radius measure of 100.00 feet and an arc
672 length of 78.54 feet, the chord of which bears South 22°56'13" East,
673 76.54 feet; thence South 45°26'13" East, 193.72 feet; thence
674 southeasterly, on a curve concave southwesterly, having a radius
675 measure of 200.00 feet and an arc length of 107.09 feet, the chord of
676 which bears South 30°05'49" East, 105.82 feet; thence South
677 14°45'26" East, 41.00 feet; thence southeasterly, on a curve concave
678 northeasterly, having a radius measure of 200.00 feet and an arc
679 length of 110.34 feet, the chord of which bears South 30°33'47" East,
680 108.95 feet; thence South 46°22'07" East, 168.38 feet; thence North

681 88°37'53" East, 110.00 feet, to a point on a line which is 52.50 feet
682 west of the East line of said Northeast Quarter, thence South
683 01°22'07" East, parallel with the East line of said Northeast Quarter,
684 329.06 feet; thence North 87°04'11" East, 52.52 feet, to the
685 Southwest corner of the North 966.50 feet of the Northwest Quarter of
686 Section 7, Township 12 South, Range 15 east of the 6th P.M.; thence
687 on an assumed bearing of North 88°26'14" East, on the South line of
688 said North 966.50 feet, to an intersection with the West line of the
689 Northeast Quarter of Section 7, Township 12 South, Range 15 east of
690 the 6th P.M.; thence northerly on the West line of the Northeast
691 Quarter of said Section 7 to the Northwest corner of said Northeast
692 Quarter; thence northerly to the Southwest corner of Tract 16 in
693 Busby Subdivision; thence easterly to the Southwest corner of Tract 2
694 in Busby Subdivision; thence northerly to the Northwest corner of said
695 Tract 2; thence easterly on the North line of Busby Subdivision, and
696 its extension, to an intersection with a line which is 30 feet east of the
697 West line of the Southwest Quarter of Section 5, Township 12 South,
698 Range 15 east of the 6th P.M.; thence southerly parallel with the West
699 line of said Southwest Quarter to the Southwest corner of Lot 45 in
700 Broadview Acres; thence westerly on an extension of the South line of
701 said Lot 45 to an intersection with a line which is 25 feet east of the
702 West line of said Southwest Quarter; thence southerly parallel with
703 the West line of said Southwest Quarter to an intersection with a line
704 which is 30 feet north of the South line of said Southwest Quarter;
705 thence easterly parallel with the South line of said Southwest Quarter
706 to an intersection with an extension of the East line of Lot 4, Block "D"
707 in Brookfield West Subdivision No. 3; thence southerly on said
708 extension to the North line of the Northwest Quarter of Section 8,
709 Township 12 South, Range 15 east of the 6th P.M.; thence southerly
710 on said extension and on the East line of said Lot 4, 268.00 feet;
711 thence east 163.00 feet; thence northerly on the West lines of Lots 10
712 and 11, Block "D" in Brookfield West Subdivision No. 3, to the
713 Northwest corner of said Lot 11; thence easterly on a line which is 50
714 feet south of the North line of said Northwest Quarter to an
715 intersection with an extension of the West line of the East Half of the
716 East Half of the Southwest Quarter of Section 5, Township 12 South,
717 Range 15 east of the 6th P.M.; thence northerly, to the Northwest
718 corner of the East Half of the East Half of said Southwest Quarter;
719 thence easterly to the Northeast corner of the East Half of the East
720 Half of said Southwest Quarter; thence easterly on the South line of
721 the Northeast Quarter of said Section 5 to a point which is 2302.69
722 feet, more or less, west of the Southeast corner of said Northeast
723 Quarter; thence on an assumed bearing of North 01°56'21" West,
724 796.08 feet; thence North 88°03'39" East, 149.83 feet; thence North
725 01°56'21" West, 501.23 feet; thence North 63°27'19" West, 117.10
726 feet; thence North 26°32'41" East, 85.90 feet; thence North 88°02'24"

West, 373.75 feet, to a point on the West line of said Northeast Quarter which is 1150.05 feet south of the Northeast corner of the Northwest Quarter of said Section 5; thence on an assumed bearing of South 00°32'58" East, on the East line of said Northwest Quarter, 498.97 feet; thence South 87°53'48" West, 970.07 feet; thence North 00°39'52" West, 1617.77 feet to a point on a line which is 30 feet south of the North line of said Northwest Quarter; thence South 87°53'48" West on a line which is 30 feet south of the North line of the Northwest Quarter of said Section 5, 1601.44 feet to a point on a line which is 25 feet east of the West line of said Northwest Quarter; thence North 00°53'14" East, parallel with the West line of said Northwest Quarter, 30.04 feet to a point on the North line of said Northwest Quarter; thence North 01°50'24" West, on a line which is 25 feet east of the West line of the Southwest Quarter of Section 5, 552.48 feet; thence North 87°53'51" East, 620.82 feet; thence north-northeasterly on a curve concave easterly, having a radius measure of 288.50 feet and an arc length of 236.75 feet, the chord of which bears North 22°25'24" East, 230.03 feet; thence North 37°31'27" East, 73.75 feet; thence North 87°53'51" East, 67.65 feet; thence South 61°37'24" East, 93.15 feet; thence North 87°18'00" East, 381.34 feet to a point on the West line of the Southeast Quarter of the Southwest Quarter of Section 32, Township 11 South, Range 15 east of the 6th P.M.; thence South 01°46'12" East on the West line of the Southeast Quarter of the Southwest Quarter of said Section 32, 111.59 feet to the Northwest corner of the South Half of the Southeast Quarter of the Southwest Quarter of said Section 32; thence North 87°54'38" East on the North line of said South Half, 1316.47 feet to a point on the West line of the Southeast Quarter of said Section 32; thence North 01°41'55" West on the West line of the Southeast Quarter of said Section 32, 666.05 feet, to the Northwest corner of the South Half of the Southeast Quarter of Section 32; thence easterly on the North line of the South Half of said Southeast Quarter, 186.92 feet, to the Westerly right-of-way line of U.S. Interstate Highway 470; thence northwesterly, on said Westerly right-of-way line, to a point on the North line of S.W. 10th Street; thence westerly on the North line of S.W. 10th Street, to an intersection with an extension of the East line of Red Oaks Place; thence on an assumed bearing of South 01°35'05" East, on the East line of Red Oaks Place, and its extension, 1367.31 feet, to the Southeast corner of Red Oaks Place; thence South 87°55'48" West, 1090.50 feet, to the East line of Urish Road; thence North 01°50'38" West, on the East line of Urish Road, and its extensions, 1327.96 feet, to an intersection with the North line of the Southwest Quarter of Section 32, Township 11 South, Range 15 east of the 6th P.M.; thence South 87°57'54" West, on the North line of said Southwest Quarter, to the Southeast corner of the Northeast Quarter

of Section 31, Township 11 South, Range 15 east of the 6th P.M.;
thence South 87°16'57" West on the South line of said Northeast
Quarter, 40.01 feet; thence North 01°42'41" West parallel with the
East line of said Northeast Quarter, 40.01 feet to the Southeast
corner of Lot 1, Block 'A' in Gail Subdivision; thence South 87°16'57"
West on the South line of Lot 1, 418.68 feet; thence South 89°11'01"
West on the North line of SW 10th Street, 509.17 feet; thence North
70°28'23" West on the North line of SW 10th Street, 251.06 feet to the
West corner of Lot 12, Block 'A' in Gail Subdivision; thence North
58°39'21" West, 60.29 feet to the South corner of Lot 2, Block 'A' in
Gail Subdivision; thence northwesterly on the Southwest line of Lot 2
being a curve concave northeasterly, having a radius measure of
527.96 feet and an arc length of 130.17 feet, the chord of which bears
North 43°36'28" West, 129.84 feet; thence North 01°04'20" West on
the West line of Gail Subdivision, 631.43 feet to the Northwest corner
thereof; thence North 87°24'52" East on the North line of Gail
Subdivision, 835.00 feet; thence South 89°30'42" East on the North
line of Gail Subdivision, 375.50 feet to a point on the West line of SW
Urish Road; thence South 11°48'27" East on the West line of Urish
Road, 409.64 feet; thence North 88°17'19" East, 75.00 feet to an
intersection with a line which is 25 feet east of the West line of the
Northwest Quarter of Section 32, Township 11 South, Range 15 east
of the 6th P.M.; thence North 01°42'41" West, parallel with the West
line of said Northwest Quarter, to an intersection with the North line of
said Northwest Quarter; thence North 87°45'17" East, 2613.78 feet, to
the Northwest corner of the Northeast Quarter of Section 32,
Township 11 South, Range 15 east of the 6th P.M.; thence easterly,
on the South line of the Southeast Quarter of Section 29, Township
11 South, Range 15 east of the 6th P.M., 134.78 feet; thence
northerly, at a right angle, 30.00 feet; thence westerly, parallel with the
South line of said Southeast Quarter, 134.33 feet; thence Northerly,
on the West line of said Southeast Quarter, to the Northwest corner of
Lot 15, Block 'A' in River Hill Residential Subdivision; thence westerly
on the North line of the South Half of the Southwest Quarter of said
Section 29, to the most westerly Southwest corner of Lot 13, Block 'A'
in River Hill Residential Subdivision; thence northerly to the Northwest
corner of said Lot 13; thence easterly, to the Northeast corner of Lot
11, Block 'A' in River Hill Residential Subdivision; thence southerly, to
the Northwest corner of Lot 10, Block 'A' in River Hill Residential
Subdivision; thence on an assumed bearing of North 87°45'41" East,
on a North line of River Hill Residential Subdivision, 996.42 feet;
thence North 00°42'20" West, 39.40 feet; thence North 87°45'41"
East, on a North line of River Hill Residential Subdivision, 330.00 feet,
to an intersection with the West line of the Southwest Quarter of
Section 28, Township 11 South, Range 15 east of the 6th P.M.; thence

on an assumed bearing of North 01°23'09" East, on the West line of the last said Southwest Quarter, to the Southwest corner of the Northwest Quarter of said Section 28; thence North 00°27'26" East, on the West line of said Northwest Quarter, to the Northwest corner of Lot 1, Block A in Menninger Subdivision; thence easterly, on the North line of said Lot 1, to the Northeast corner of said Lot 1; thence northerly, on the West line of the Northeast Quarter of said Section 28, to the South bank of the Kansas River; thence continuing northerly on the West lines of the East Halves of Sections 28 and 21, Township 11 south, Range 15 east of the 6th P.M., to the North line of Lower Silver Lake Road; thence east on the North line of Lower Silver Lake Road to the East line of Menoken Road; thence northerly on the East line of Menoken Road, 1281.10 feet; thence easterly on the North line of Sun Valley Subdivision No. 2 to the Northeast corner thereof; thence southerly on the East line of said subdivision, 1279.38 feet, to the North line of Lower Silver Lake Road; thence easterly on said North line to the West line of Kaw Half-Breed Reserve No. 1; thence north on the West line of Kaw Half-Breed Reserve No. 1, to the Northwest corner of said Reserve No. 1; thence northeasterly to the intersection of the North right-of-way line of U.S. Highway No. 24 and the West line of the Southwest Quarter of Section 14, Township 11 South, Range 15 east of the 6th P.M. said point being 100.00 feet north of the Centerline of U.S. Highway 24; thence on an assumed bearing of North 00°25'08" West, 1065.79 feet, to a point which is 287.2 feet south of the Northwest corner of said Southwest Quarter, being an intersection with the Northwest line of US Highway 75; the South 52°13'52" West, on the Northwest line of US Highway 75, 25.16 feet; thence North 00°25'08" West, on a line which is 20 feet west of the East line of Lot 3 in Section 15, Township 11 South, Range 15 east of the 6th P.M., 302.19 feet, to a point on the North line of said Lot 3; thence North 01°18'04" East, on a line which is 20 feet west of the East line of Lot 2 in said Section 15, 18.96 feet; thence North 88°12'36" East, on a line which is 30 feet north of the Centerline of Northwest 25th Street, 1010.99 feet; thence North 01°47'24" West, 92.55 feet; thence North 37°59'36" East, 364.65 feet; thence South 01°46'48" West, 338.02 feet; thence North 85°43'36" East, 67.89 feet; thence South 04°20'53" East, 134.68 feet, to the Northeast corner of Lot 1, Block 'A' in BRB Subdivision; thence South 04°20'53" East, 375.00 feet; thence South 11°14'02" West, 519.20 feet; thence South 41°56'26" West, 471.70 feet, to the south corner of BRB Subdivision; thence easterly, on a line which is 150.00 feet north of the Centerline of US Highway 24 to the East right-of-way line of the Chicago Rock Island and Pacific Railroad; thence northerly on the East right-of-way line of said railroad to its intersection with the West line of Section 18, Township 11 south, Range 16 east of the 6th P.M.; thence north on the West line of said Section 18 to the South line of Menninger Road;

thence west on the South line of Menninger Road to its intersection with the West line of Green Hills Road; thence north on said West line to its intersection with the South line of the Southeast Quarter of Section 12, Township 11 South, Range 15 East of the 6th P.M.; thence westerly on said South line to the East right-of-way line of the Chicago Rock Island and Pacific Railroad; thence northwesterly on said East line to the South line of N.W. 35th Street; thence easterly on said South line to the Northeast corner of Lot 1, Block "D", Forest Hills Estates Subdivision; thence southerly on the East lines of Lots 1 and 2, Block "D" in said subdivision to the Southeast corner of Lot 2, Block "D" in said subdivision; thence easterly, 242.00 feet south of and parallel with the North line of said Southeast Quarter, to an intersection with the East line of Green Hills Road; thence southerly on the said East line of Green Hills Road to an intersection with a line which is 20 feet north of the South line of the Southwest Quarter of Section 7, Township 11 South, Range 16 east of the 6th P.M.; thence easterly, parallel with the South line of the Southwest Quarter of said Section 7, to an intersection with an the West line of Daisy Brown Martin Subdivision; thence northerly, to the Southwest corner of Lot 11 in said subdivision; thence easterly, on the North line of Menninger Road, to the Southeast corner of Lot 36 in Daisy Brown Martin Subdivision; thence southerly, on an East line of Daisy Brown Martin Subdivision, to an intersection with a line which is 20 feet north of the South line of the Southwest Quarter of said Section 7; thence easterly, on an assumed bearing of North 88°20'01" East, parallel with the South line of the Southwest Quarter of said Section 7, to an intersection with the West line of Rochester Cemetery; thence North 00°51'36" West, 1467.73 feet; thence North 89°40'29" East, on the North line of Rochester Cemetery, 98.5 feet to the Southeast corner of Lot 49 in Daisy Brown Martin Subdivision; thence North 01°24'25" West, 323.50 feet, to the Northeast corner of said Lot 49; thence South 86°51'36" West, 434.00 feet, to the Northwest corner of said Lot 49; thence North 01°24'25" West, parallel with the West line of the Southwest Quarter of said Section 7, 467.64 feet; thence South 88°05'43" West, parallel with the North line of the Southwest Quarter of said Section 7, 50.0 feet; thence North 01°24'25" West, parallel with the West line of the Southwest Quarter of said Section 7, 300.0 feet; thence North 88°05'43" East, parallel with the North line of the Southwest Quarter of said Section 7, 50.0 feet; thence North 01°24'25" West, 60.0 feet, to an intersection with a line which is 20 feet south of the North line of the Southwest Quarter of said Section 7; thence North 88°05'43" East, parallel with the North line of the Southwest Quarter of said Section 7, 970.09 feet; thence South 01°26'37" East, parallel with the East line of said Southeast Quarter, 580.0 feet; thence North 88°05'43" East, parallel with the North line of said Southwest Quarter, 179.50 feet, to an intersection with the West

909 line of the Southeast Quarter of said Section 7; thence North
910 88°17'11" East, parallel with the North line of the Southeast Quarter of
911 said Section 7, 200.0 feet; thence South 01°26'37" East, parallel with
912 the West line of the Southeast Quarter of said Section 7, 1739.28
913 feet; thence South 88°01'54" West, parallel with the South line of said
914 Southeast Quarter, 200 feet; thence South 01°26'37" West, on the
915 West line of said Southeast Quarter, 289.97 feet, to an intersection
916 with a line which is 20 feet north of the South line of the Southeast
917 Quarter of said Section 7, also being the North line of Menninger
918 Road; thence easterly, parallel with the South line of said Southeast
919 Quarter, to an intersection with an extension of the West line of Lot
920 2A in Tolin Subdivision; thence northerly, to the Southwest corner of
921 Lot 2A in Tolin Subdivision; thence easterly, to the Southeast corner
922 of Lot 1A in Tolin Subdivision; thence southerly, on an extension of
923 the East line of Lot 1A in Tolin Subdivision to an intersection with a
924 line which is 20 feet north of the South line of the Southeast Quarter
925 of said Section 7; thence easterly, parallel with the South line of said
926 Southeast Quarter, to an intersection with the West line of Ward Lot
927 Subdivision; thence northerly, to the Southwest corner of Ward Lot;
928 thence easterly, to the Southeast corner of Ward Lot; thence
929 southerly, on the East line of Ward Lot Subdivision, to an intersection
930 with a line which is 20 feet north of the South line of the Southeast
931 Quarter of said Section 7; thence easterly, parallel with the South line
932 of said Southeast Quarter, to an intersection with the Centerline of
933 Rochester Road; thence northerly on the Centerline of Rochester
934 Road, to an intersection with a line which is 50 feet north of the South
935 line of the Southeast Quarter of said Section 7; thence easterly
936 parallel with the South line of said Southeast Quarter, to an
937 intersection with the West line of the Southwest Quarter of Section 8,
938 Township 11 South, Range 16 east of the 6th P.M.; thence northerly to
939 the Southwest corner of Lot 1 in Dale Lots; thence easterly, to the
940 Southeast corner of Lot 2 in Dale Lots; thence southerly, on an
941 extension of the East line of Dale Lots subdivision, to an intersection
942 with a line which is 50 feet north of the South line of the Southwest
943 Quarter of said Section 8; thence easterly, parallel with the South line
944 of said Southwest Quarter, to an intersection with the West line of the
945 East Half of said Southwest Quarter; thence southerly, to an
946 intersection with a line which is 8 feet north of the South line of said
947 Southwest Quarter; thence easterly, parallel with the South line of
948 said Southwest Quarter, to a point which is 496 feet east of the
949 Southwest corner of the East Half of the Southwest Quarter of said
950 Section 8, as measured on and normal from said South line; thence
951 east-northeasterly, to an intersection with a line which is 20 feet north
952 of the South line of the East Half of said Southwest Quarter, at a point
953 which is 678 feet east of the Southwest corner of the East Half of said
954 Southeast Quarter, as measured on and normal from said South line;

955 thence easterly, parallel with the South line of the East Half of said
956 Southwest Quarter, to an intersection with the West line of the
957 Southeast Quarter of said Section 8; thence easterly, on a line which
958 is 20 feet north of the South line of said Southeast Quarter, to an
959 intersection with a line which is 30 feet east of the West line of said
960 Southeast Quarter; thence southerly, parallel with the West Line of
961 said Southeast Quarter, to an intersection with the North line of
962 Section 17, Township 11 south, Range 16 east of the 6th P.M.;
963 thence easterly, on the North line of said Section 17, to the East
964 Right-of-way line of Soldier Creek Cutoff and Channel Improvement;
965 thence southerly and easterly on said right-of-way line to the East line
966 of Kaw Half-Breed Reserve No. 5; thence southerly, 592.92 feet on
967 said East line to its intersection with the Centerline of Indian Creek,
968 the same being the Northwest corner of Hillyers Subdivision; thence in
969 an easterly direction, following the meandering of said Indian Creek,
970 to a point which is 17.00 chains west of the East line and 14.13 chains
971 north of the Southeast corner of the Northeast Quarter of Kaw Half-
972 Breed Reserve No. 6; thence southerly, parallel with the East line of
973 said Kaw Reserve No. 6 about 51.50 chains distance to the North
974 Bank of the Kansas River; thence northwesterly on the said Kansas
975 River bank to the intersection with the East line of Oakland Addition
976 when extended north; thence southerly, on said extension of the East
977 line of Oakland Addition to the Northeast corner of said addition;
978 thence continuing southerly on the East line of said addition, to a point
979 2657.77 feet north of the Southwest corner of Section 22; thence on
980 an assumed bearing of North 88°34'44" East, 139.90 feet; thence
981 South 47°09'21" East, 1915.20 feet; thence North 00°12'26" East,
982 2260.65 feet; thence South 61°49'02" East, 353.78 feet; thence South
983 53°47'05" East, 788.21 feet; thence South 74°58'05" East, 119.87
984 feet, to the West line of N.E. Lahr Avenue; thence South 00°06'44"
985 East, on the West line of Lahr Avenue, 1569.01 feet, to the South line
986 of the North Half of the Southwest Quarter of said Section 22; thence
987 easterly on said South line, 30.00 feet, to the Northeast corner of the
988 South Half of the Southwest Quarter of said Section 22; thence
989 southerly, 1320 feet, more or less, to the Southeast corner of the
990 Southwest Quarter of said Section 22; thence easterly, on the North
991 line of Section 27, Township 11 South, Range 16 east, of the 6th
992 P.M., to the Northeast corner of said section; thence southerly, on the
993 East line of said Section 27, 2656.13 feet, to the Southwest corner of
994 the Northwest Quarter of Section 26, Township 11 South, Range 16
995 east, of the 6th P.M.; thence easterly 35 rods to the East Bank of the
996 Shunganunga Creek (old channel); thence northeasterly on said East
997 Bank, 35 rods; thence northwesterly, at right angles to the East Bank,
998 to the Centerline of said creek; thence northeasterly, easterly and
999 southeasterly down the Centerline of said creek and along its
1000 meandering to its intersection with the North line of the South Half of

the Southwest Quarter of said Section 26; thence east on the North line of the South Half of the Southwest Quarter to the West line of N.E. Kincaid Road; thence southerly, on the West line of N.E. Kincaid Road, 1279.71 feet to the North line of Seward Avenue; thence westerly on the North line of Seward Avenue to the West line of Section 26, also being the East line of Section 27; thence on an assumed bearing of South 88°31'13" West, on a line which is 40.00 feet north of the South line of said Section 27, 195.00 feet; thence North 00°07'48" East, 869.29 feet; thence North 47°02'26" West, 599.73 feet, to a point on the North line of the South Half of the Southeast Quarter of Section 27; thence west on the North line of the South Half of the Southeast Quarter of Section 27, Township 11 South, Range 16 east of the 6th P.M., 97.87 feet; thence southerly 664.53 feet, to the North line of the South Half of the South Half of the Southeast Quarter of said Section 27; thence westerly 200.00 feet; thence southwesterly 640.00 feet, more or less, to a point 330 feet north of the South line of Section 27; thence westerly, on a line 330 feet north of and parallel with the South line of said Section 27, 750.00 feet, more or less; thence south to the North line of Section 34, Township 11 South, Range 16 east of the 6th P.M.; thence west 464.21 feet to the Northeast corner of the Northwest Quarter of said Section 34; thence southerly, to the Northeast corner of the Southwest Quarter of said Section 34; thence southerly, to the point of beginning.

EXCEPTION I:

Beginning at the intersection of the South line of the Northwest Quarter of Section 21, Township 12 South, Range 15 east with a line which is 25 feet east of the West line of said Northwest Quarter; thence North 88°38'20" East, on the South line of said Northwest quarter, 1947.07 feet, to the Northeast corner of Clarion Lakes Subdivision; thence South 01°21'40" East, on an East line of Clarion Lakes Subdivision, 81.00 feet; thence North 88°38'20" East, 34.88 feet; thence North 86°43'47" East, 180.10 feet; thence North 88°38'20" East, 332.51 feet; thence southeasterly, on a curve concave southwesterly, having a radius measure of 977.50 feet an arc length of 352.28 feet, the chord of which bears South 81°02'12" East, 350.38 feet; thence South 70°42'44" East, 708.74 feet; thence southeasterly, on a curve concave northeasterly, having a radius measure of 790.00 feet and an arc length of 265.94 feet, the chord of which bears South 80°21'22" East, 264.69 feet; thence South 90°00'00" East, 8.57 feet; thence northeasterly, on a curve concave northwesterly, having a radius measure of 1010.00 feet and an arc length of 696.50 feet, the chord of which bears North 70°14'39" East, 682.79 feet; thence North 50°29'18" East, 44.78 feet; thence North 50°29'18" East, 44.78 feet; thence North 54°02'14" East, 334.87 feet;

1047 thence South 88°46'43" West, on the South line of the Northeast
1048 quarter of said Section 21, to an intersection with a line which is
1049 658.38 feet east of the West line of said Northeast Quarter; thence
1050 northerly, on a line which is 658.38 feet east of the West line of said
1051 Northeast Quarter, 1322.05 feet; thence westerly, on the South line of
1052 Clarion Woods Subdivision No.2, 658.38 feet to the Southeast corner
1053 of the North Half of the Northwest Quarter of said Section 21; thence
1054 westerly, on the South line of the North Half of said Northwest
1055 Quarter, to an intersection with a line which is 25 feet west of the
1056 West line of said Northwest Quarter; thence southerly, parallel with
1057 the West line of said Northwest Quarter, to the point of beginning.
1058

1059 EXCEPTION II:

1060 Beginning at the Northeast corner of Lot 22, Block A in Kankis Square
1061 Subdivision; thence southerly to the Southeast corner of Lot 17, Block
1062 A in said subdivision; thence westerly, to the Southwest corner of Lot
1063 1, Block A in said subdivision; thence northerly, to the Northwest
1064 corner of Lot 4, Block A in said subdivision; thence easterly, to the
1065 point of beginning.
1066

1067 EXCEPTION III:

1068 Beginning at the intersection of a line which is 260.00 feet north of the
1069 South line of North Half on the Southwest Quarter of Section 7,
1070 Township 12 South, Range 15 east of the 6th P.M. with a line which is
1071 25 feet east of the West line of said Southwest Quarter; thence
1072 easterly, parallel with the South line of said North Half, to a point
1073 which is 694.00 feet easterly of the West line of said Southwest
1074 Quarter; thence northerly, parallel with said West line, 200.00 feet;
1075 thence westerly, parallel with the South line of said North Half, to an
1076 intersection with a line which is 25 feet east of the West line of said
1077 Southwest Quarter; thence southerly 200.00 feet to the point of
1078 beginning.
1079

1080 EXCEPTION IV:

1081 Beginning at the intersection of an extension of the North line of S.W.
1082 26th Street in West Indian Hills Subdivision with a line which is 25 feet
1083 east of the West line of the Southwest Quarter of Section 7, Township
1084 12 South, Range 15 east of the 6th P.M.; thence easterly to the
1085 Southwest corner of Lot 8, Block B in West Indian Hills Subdivision;
1086 thence northerly to the Southeast corner of Lot 3, Block B in said
1087 subdivision; thence easterly, on the South lines of Lots 3, 2, 1 and the
1088 extension of the South line of Lot 1, to an intersection with a line
1089 which is 25 feet east of the west line of said Southwest Quarter;
1090 thence southerly to the point of beginning.
1091

1092 EXCEPTION V:

Beginning at a point 30 feet north and 465 feet west of the Southeast corner of the Southwest Quarter of Section 5, Township 11 South, Range 15 east of the 6th P.M.; thence west parallel with the South line of said Southwest Quarter, 175 feet; thence north at right angles 205 feet; thence east parallel with the South line of said Southwest Quarter 175 feet; thence south 205 feet to the point of beginning.

B. Outer Corporate Boundary:

Beginning at the Northeast corner of the Northwest Quarter of Section 1, Township 13 South, Range 15 east of the 6th P.M.; thence on an assumed bearing of South 00°16'44" East, on the East line of said Northwest Quarter, 2517.10 feet, to a point 81.00 feet north of the Southeast corner of said Northwest Quarter; thence South 88°25'05" West, 1319.37 feet, to a point on the West line of the East Half of said Northwest Quarter which is 53.50 feet north of the Southwest corner of the East Half of said Northwest Quarter; thence North 00°13'17" West, 2539.18 feet, to the Northwest corner of the East Half of said Northwest Quarter; thence North 89°22'35" East, 1316.51 feet, to the point of beginning. EXCEPT, a strip of land 20.00 feet in width, in the Northwest Quarter of Section 1, Township 13 south, Range 15 east of the 6th P.M. lying 10.00 feet on each side of the following described centerline: Beginning at a point on the North line of said Northwest Quarter of Section 1, which is 40.00 feet west of the Northeast corner of said Northwest Quarter; thence southerly parallel to the East line of said Northwest Quarter, 2097.40 feet; thence easterly parallel with the North line of said Northwest Quarter, 40.00 feet to the East line of said Northwest Quarter, containing 75.50 acres, more or less.

Also: Beginning at a point which is 40.00 feet south and 40.00 feet east of the Northwest corner of the Northwest Quarter of Section 14, Township 12 south, Range 16 east of the 6th P.M.; thence easterly, parallel with and 40.00 feet south of the North line of said section, 1290.45 feet to the Northwest corner of Lot 1, Block "A", Fair Meadows Subdivision; thence southerly, on the West line of said subdivision, 1278.42 feet to the Southeast corner of Lot 1, Block "D", Thunderbird Subdivision No. 2; thence westerly, on an assumed bearing of South 89°51'12" West, 9.34 feet; thence South 00°20'18" East, 439.60 feet; thence South 89°48'15" West, 1320.00 feet, to a point on the West line of said Northwest Quarter; thence North 00°23'05" West, on the West line of said Northwest Quarter, 440.65 feet; thence North 89°51'12" East, 40.00 feet; thence northerly, parallel with and 40.00 feet east of the West line of said Northwest Quarter, 1278.42 feet, to the point of beginning.

A tract of land in the Southwest Quarter and the Southeast Quarter of

Section 7, and in the Southwest Quarter and the Southeast Quarter of Section 8, and the Northeast Quarter and the Southeast Quarter of Section 18, all in Township 13 south, Range 16 east of the 6th P.M., in Shawnee County, Kansas described as:

Commencing at the Northwest corner of said Southwest Quarter of Section 7, thence on an assumed bearing of North 88°07'18"East, on the North line of the Southwest Quarter of Section 7, 213.70 feet to a point on the Easterly Right of Way line of former U.S. Highway No. 75 and the point of beginning; thence continuing North 88°07'18"East, on the North line of said Southwest Quarter, said North line being coincident with the South line of Forbes Field Subdivision, 2268.55 feet, to the Northeast corner of said Southwest Quarter of Section 7; thence continuing North 88°07'18"East, on the North line of said Southeast Quarter of Section 7, said North line being coincident with the South line of Forbes Field Subdivision, 1409.90 feet; thence South 02°04'31" East, parallel with the East line of said Southeast Quarter of Section 7 and on a boundary line of Forbes Field Subdivision, 650.00 feet; thence North 88°07'18" East, parallel with the North line of said Southeast Quarter of Section 7 and on a Southerly line of Forbes Field Subdivision, 1240.00 feet to a point on the East line of said Southeast Quarter of Section 7; thence North 88°27'18" East, parallel with the North line of said Southwest Quarter of Section 8, and on a Southerly line of Forbes Field Subdivision, 1147.85 feet; thence South 63°25'07" East, on said Southerly line of Forbes Field Subdivision, 1670.29 feet, to a point on the East line of said Southwest Quarter of Section 8; thence continuing South 63°25'07"East, on said Southerly line of Forbes Field Subdivision, 900.22 feet; thence North 86°16'27" East, on said Southerly line of Forbes Field Subdivision, 1053.80 feet; thence North 55°11'33" East, on said Southerly line of Forbes Field Subdivision, 910.15 feet to a point on the East line of said Southeast Quarter of Section 8; thence South 02°32'18" East, on the East line of said Southeast Quarter, 1318.30 feet to the Southeast corner of the Southeast Quarter of said Section 8; thence South 88°14'08" West, on the South line of said Southeast Quarter, 2612.01 feet to the Southwest corner of said Southeast Quarter; thence South 88°19'21" West, on the South line of said Southwest Quarter of Section 8, 2621.19 feet to the Southwest corner of said Southwest Quarter; thence South 02°22'39" East, on the East line of said Northeast Quarter of Section 18, 2638.05 feet to the Southeast corner of said Northeast Quarter of Section 18; thence South 02°22'27" East, on the East line of said Southeast Quarter of Section 18, 1318.96 feet, to the Southeast corner of the North Half of said Southeast Quarter of Section 18; thence South 88°00'15" West on said South line of the North Half of said Southeast Quarter of

Section 18, 2638.04 feet to the Southwest corner of said North Half of the Southeast Quarter of Section 18; thence North 02°18'32" West, on the West line of said Southeast Quarter of Section 18, 1319.82 feet to the Northwest corner of said Southeast Quarter; thence North 02°18'22" West, on the West line of said Northeast Quarter of Section 18, 2629.66 feet to the Northwest corner of said Northeast Quarter; thence South 88°23'32" West, on the South line of the Southwest Quarter of Section 7, 2146.71 feet, thence on a bearing of North 01°52'44" West, parallel with the West line of said Southwest Quarter of Section 7, 361.50 feet; thence South 88°23'32" West, parallel with the South line of said Southwest Quarter of Section 7, 216.30 feet, to the Southeast corner of Quality Oil Subdivision No. 3; thence North 01°52'44" West, on the East line of said Quality Oil Subdivision No. 3, and parallel with the West line of said Southwest Quarter of Section 7, 299.83 feet (300.00 feet plat) to the Northeast corner of said Quality Oil Subdivision No. 3; thence South 88°23'32" West, on the North line of said Quality Oil Subdivision No. 3, and parallel with the South line of said Southwest Quarter of Section 7, 94.74 feet, to the Northwest corner of said Quality Oil Subdivision No. 3; thence North 01°55'59" West, on the Easterly Right of Way line of former US Highway 75, 906.14 feet; thence North 88°07'18" East, on the Easterly Right of Way line of said highway and parallel with the North line of said Southwest Quarter of Section 7, 9.90 feet; thence North 04°18'42" East, on said Easterly Right of Way line, 288.60 feet; thence North 06°49'42" East, on said Easterly Right of Way line, 813.00 feet to the point of beginning. Contains 689.944 acres, more or less.

A tract of land in the North Half of the Southwest Quarter of Section 9, Township 13 south, Range 16 east of the 6th P.M., in Shawnee County, Kansas, described as:

Beginning at the Southwest corner of said North Half of said Southwest Quarter; thence on an assumed bearing of North 33°02'55" East, on the Southerly line of Forbes Field Subdivision, 484.30 feet; thence North 26°33'23" East, on said Southerly line, 580.54 feet; thence North 02°21'27" East, on said Southerly line, 412.03 feet to a point on the North line of the North Half of said Southwest Quarter; thence North 88°27'10" East, on said North line, 2064.05 feet to the Northeast corner of the North Half of said Southwest Quarter; thence South 00°19'58" East, on the East line of the North Half of said Southwest Quarter, 1325.13 feet to the Southeast corner of the North Half of said Southwest Quarter; thence South 88°31'16" West, on the South line of the North Half of said Southwest Quarter, 2658.73 feet to the point of beginning. Contains 69.093 acres, more or less.

A tract of land in the Southwest Quarter of Section 10, Township 12 south, Range 16 east of the 6th P.M., in Shawnee County, Kansas, described as:

Beginning at a point which is 250.00 feet east and 50.00 feet north of the Southwest corner of said Southwest quarter, thence on an assumed bearing of North 89°04'15" East, on the North line of 29th Street, 365.00 feet; thence North 00°00'00" East, 32.64 feet measured (35.00 feet described); thence on a curve to the left, having a radius measure of 146.09 feet measured (146.11 described) an arc distance of 229.48 feet measured (229.51 feet described); thence South 00°00'00" East, 35.28 feet; thence North 56°00'00" West, 264.00 feet; thence South 00°00'00" West, 297.00 feet to the point of beginning. Contains 1.62 acres.

A tract in the South Half of Section 22, Township 12 South, Range 16 east of the 6th P.M., in Shawnee County, Kansas, described as: Beginning at the Southeast corner of the Southeast Quarter of said Section 22; thence on an assumed bearing of North 89°52'00" West on the South line of said Southeast Quarter, 2643.81 feet, to the Southwest corner thereof; thence South 89°54'30" West, on the South line of the East Half of the Southeast Quarter of the Southwest Quarter of said Section 22, 660.93 feet, to the Southwest corner of said East Half; thence North 00°11'08" West on the West line of said East Half, 1319.23 feet, to the Northwest corner of said East Half; thence North 89°55'34" East, on the North line of said East Half, 661.52 feet, to the Northeast corner of said East Half; thence North 00°09'36" West, on the West line of the Southeast Quarter of said Section 22, 185.85 feet; thence North 14°08'29" East, 588.22 feet; thence North 29°50'56" East, 179.74 feet; thence North 45°33'23" East, 581.97 feet, to a point on the North line of the Southeast Quarter of said Section 22; thence North 89°56'57" East, on the North line of the last said Southeast Quarter, 1998.36 feet, to the Northeast corner of said Southeast Quarter; thence South 00°01'17" East, on the East line of said Southeast Quarter, 2646.58 feet, to the point of beginning.

Contains 174.81 acres, more or less.

The area within the corporate limits is 60.461 square miles, more or less.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed, in accordance with the provisions of K.S.A. 12-518 to file a certified copy of this resolution with the County

1272 Clerk, the Register of Deeds office, the State Transportation Engineer and Election
1273 Commissioner.

1274

1275 BE IT FURTHER RESOLVED that City of Topeka Resolution No. 7730 is hereby
1276 specifically repealed.

1277 ADOPTED and APPROVED by City Council _____.

1278

1279

CITY OF TOPEKA, KANSAS

1280

1281

1282

1283

William W. Bunten, Mayor

1284

1285 ATTEST:

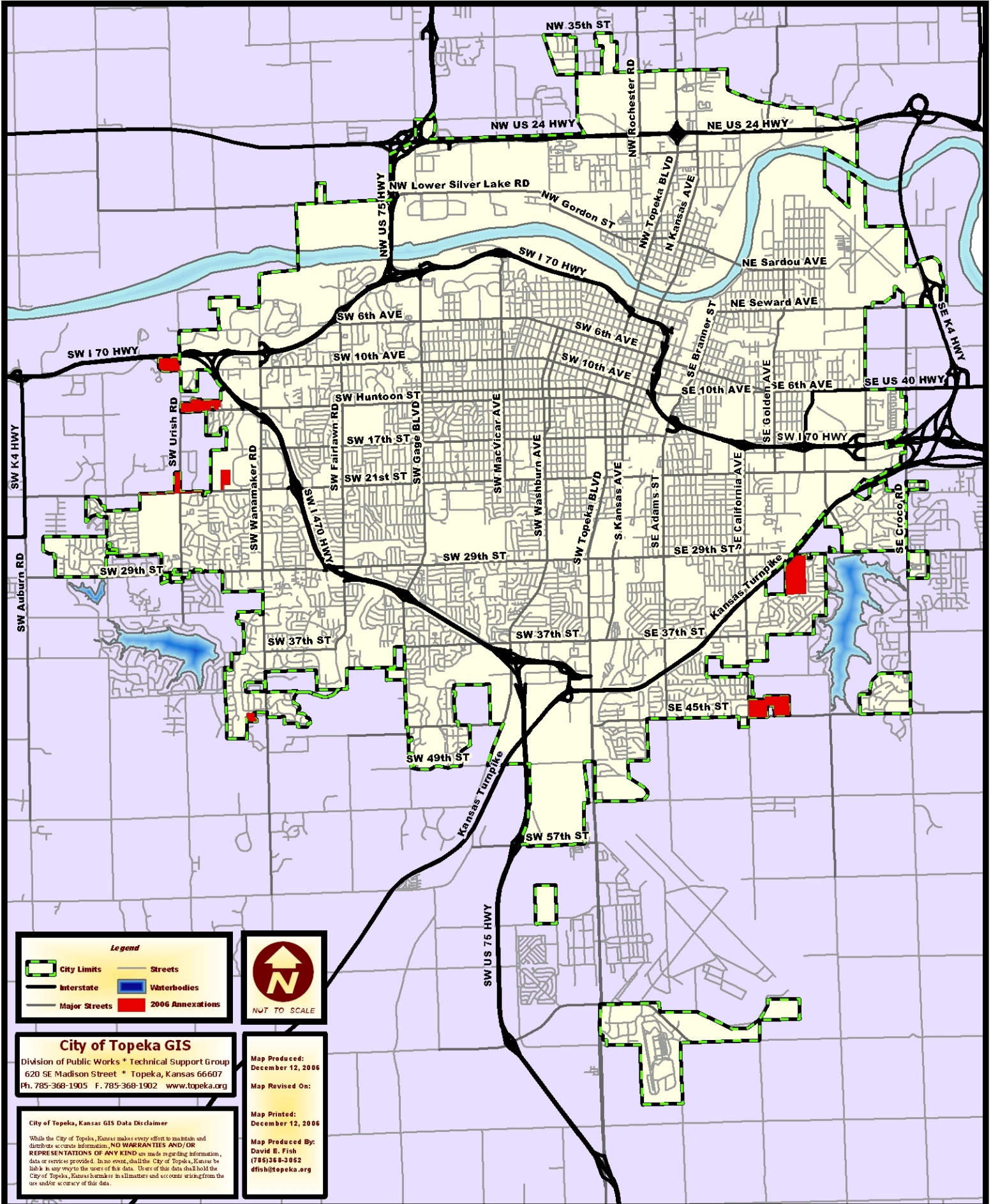
1286

1287

1288

1289 _____
Iris E. Walker, City Clerk

City Limits and 2006 Annexations





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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 5, 2006

 + Back  Print

DATE:	December 5, 2006	DOCUMENT #:
CONTACT PERSON:		PROJECT #:
SECOND PARTY/SUBJECT:		
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

December 5, 2006

 + Back  Print

DATE:	December 5, 2006	DOCUMENT #:
CONTACT PERSON:		PROJECT #:
SECOND PARTY/SUBJECT:		
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

October 31, 2006

+ Back Print

DATE:	December 5, 2006		
CONTACT PERSON:	Scott Alisoglu	DOCUMENT #:	
SECOND PARTY/SUBJECT:	KDHE / State Revolving Loan Fund	PROJECT #:	29091 / 29093
CATEGORY/SUBCATEGORY	018 Public Hearings / 011 Other		
CIP PROJECT:	No		
ACTION OF COUNCIL:	Approve Resolution and application request	JOURNAL #:	
		PAGE #:	

DOCUMENT DESCRIPTION:

A PUBLIC HEARING regarding a proposed loan in an amount not to exceed \$8,000,000 to be taken by the City from the Kansas Water Pollution Control Revolving Loan Fund, the proceeds of which will be used by the City to finance certain modifications and improvements to the city's water pollution treatment and discharge system, to pay loan and origination cost and interest during construction of the projects.

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr., authorizing the filing of an application with the Kansas Department of Health and Environment for a loan under the Kansas Water Pollution Control Revolving Loan Fund Act.

(City council authorization is necessary to obtain loans from KDHE)

POLICY ISSUE:

None

STAFF RECOMMENDATION:

Approve Resolution and Application Request

BACKGROUND:

Proceeds from the Kansas Department of Health & Environment - State Revolving Loan Fund would finance installation of a new force main from the Deer Creek Pump Station to the Oakland Wastewater Treatment Plant. It would also finance upgrades to the secondary digesters at the Oakland Wastewater Treatment Plant.

BUDGETARY IMPACT:

Loan amount is \$8.0 million. Interest rates on these loans are typically less than 4%. The request will increase debt service, which will be financed from combined utility revenues. Principal and interest is to be repaid over 20 years.

SOURCE OF FUNDING:

Item #12

Kansas Department of Health and Environment State Revolving Fund loan proceeds, to be repaid from utility user fees.

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr., authorizing the filing of an application with the Kansas Department of Health and Environment for a loan under the Kansas Water Pollution Control Revolving Fund Act.

WHEREAS, under the terms of the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329), the State of Kansas has authorized the making of the loans to authorized applicants to aid in the construction of specific projects.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Topeka, Kansas that:

1. Norton N. Bonaparte, Jr., City Manager, be and he is hereby authorized to execute and file an application on behalf of the City of Topeka with the Kansas Department of Health and Environment for a loan to aid in the construction of the Deer Creek Force Main, Project No. 29093-03 and the Oakland Plant Rehabilitation II, Project No. 29091-05 collectively KDHE project No. C20-1272-04.

2. That Norton N. Bonaparte, Jr., City Manager, be and he is hereby authorized and directed to furnish such information as may be reasonably requested in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances as may be required by law or regulation, and to receive payment on behalf of the applicant.

BE IT FURTHER RESOLVED, this Resolution shall become effective upon passage and approval by the City Council.

26 ADOPTED and APPROVED by City Council _____.

27 CITY OF TOPEKA, KANSAS

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William W. Bunten, Mayor

32 ATTEST:

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Iris E. Walker, City Clerk

APPROVED AS TO FORM AND LEGALITY

DATE_____BY_____



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www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 5, 2006

+ Back Print

DATE:	December 5, 2006		
CONTACT PERSON:	David Thurbon/Bill Fiander	DOCUMENT #:	N/A
SECOND PARTY/SUBJECT:	Bruno and Frances Langer	PROJECT #:	V04S/5
CATEGORY/SUBCATEGORY	014 Ordinances – Non-Codified / 006 Vacations		
CIP PROJECT:	No		
ACTION OF COUNCIL:	12/12/06 First Reading	JOURNAL #:	06
		PAGE #:	

DOCUMENT DESCRIPTION:

A PUBLIC HEARING relating to the vacation of the South Half of SE 31st Street extending from the East line of SE Granger Street to the East line of Shawnee Estates Subdivision located north of 3100 SE Granger Street, City of Topeka, Shawnee County, Kansas.

AN ORDINANCE introduced by City Manager, Norton N. Bonaparte, Jr., relating to the vacation of the South Half of SE 31st Street extending from the East line of SE Granger Street to the East line of Shawnee Estates Subdivision located north of 3100 SE Granger Street, City of Topeka, Shawnee County, Kansas. Final Reading. (V04S/5) (Council District #4)

(Approval would vacate a 15-foot wide unimproved portion of SE 31st Street and establish necessary utility and access easements)

POLICY ISSUE:

N/A.

STAFF RECOMMENDATION:

The Planning Department Staff has evaluated this proposal relative to existing land uses and the plat of subdivision, and, recommends **APPROVAL** of the proposed vacation conditional to retaining: 7.5 feet for a pedestrian easement and 15 feet for sanitary sewer, utility, and drainage easements.

BACKGROUND:

- The Kansas Statutes and Topeka Code Section 130-476(b) requires a public hearing in conjunction with proposed vacation petitions which have been filed in accordance with a prescribed procedure.
- The 30' right-of-way has remained undeveloped since the approval of the plat (Shawnee Estates Subdivision) in 1976. The property owners wish to vacate the south half of the right-of-way and enclose a portion of it as a part of their side yard. They have maintained the right-of-way as part of their property.
- A city water line is located in the north half of the platted right-of-way.
- The right-of-way has historically been used by pedestrians traversing from the neighborhood to Lake Shawnee.
- Approval of the vacation should not be construed to imply support for any subsequent land development. If approved, the owner's existing fence would need to be relocated so as to not encroach upon the pedestrian easement.

BUDGETARY IMPACT:

N/A.

SOURCE OF FUNDING:

N/A.

ATTACHMENTS:

[Ordinance](#)

[Plat](#)

[Aerial](#)

[Legal Advertisement](#)

[Department Comments](#)

[Application](#)

(Published in the Topeka Metro News _____)

ORDINANCE NO.

AN ORDINANCE introduced by City Manager, Norton N. Bonaparte, Jr., relating to the vacation of the South Half of SE 31st Street extending from the East line of SE Granger Street to the East line of Shawnee Estates Subdivision extending located north of 3100 SE Granger Street, City of Topeka, Shawnee County, Kansas. **(V04S/5) (Council District No. 4)**

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

Section 1. That pursuant to the requirements of K.S.A. 12-504 as amended, a petition by Bruno & Frances Langer, as property owners, has been filed with the office of the City Clerk, requesting the vacation of the following described platted street right-of-way located within the City of Topeka, Shawnee County, Kansas:

The South Half of SE 31st Street in Shawnee Estates Subdivision in the City of Topeka, Shawnee County, Kansas, extending from the East line of SE Granger Street to the East line of Shawnee Estates Subdivision.

Section 2. That said petition has been duly published for two (2) consecutive weeks in a newspaper of general circulation and on November 28, 2006, the petition is ready for determination by the Council of the City of Topeka, Kansas.

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

- a. Legal notice was given as required by K.S.A. 12-504 as amended.
- b. No private rights will be injured or endangered by such vacation.
- c. The public will suffer no loss or inconvenience by such vacation.

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

The South Half of SE 31st Street in Shawnee Estates Subdivision in the City of Topeka, Shawnee County, Kansas, extending from the East line of SE Granger Street to the East line of Shawnee Estates Subdivision.

Section 5. That the Council of the City of Topeka does hereby find that justice further requires the provision for a pedestrian access easement, a sanitary sewer maintenance access easement, and a utility and drainage easement to be established over the described property as set forth in Section 4 and does hereby order the retention of the below described area as easements:

Pedestrian Access Easement: A 7.5 foot wide permanent pedestrian access easement, the North line of which is coincident with the Centerline of SE 31st Street in Shawnee Estates Subdivision in the City of Topeka, Shawnee County, Kansas, extending from the East line of SE Granger Street to the East line of Shawnee Estates Subdivision.

Sanitary Sewer Maintenance Access Easement: The South Half of SE 31st Street in Shawnee Estates Subdivision in the City of Topeka, Shawnee County, Kansas, extending from the East line of SE Granger Street to the East line of Shawnee Estates Subdivision.

Utility and Drainage Easement: The East 15 feet of the South Half of SE 31st Street, the East line of which is coincident with the East line of Shawnee Estates Subdivision in the City of Topeka, Shawnee County, Kansas, extending from the North line of Lot 2, Block "G" in said subdivision to the Centerline of SE 31st Street.

Section 6. The City Clerk is hereby directed to certify a copy of this ordinance to the Shawnee County Register of Deeds Office for appropriate recording.

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

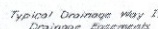
PASSED AND APPROVED by the Council of the City of Topeka _____, 2006.

William W. Bunten, Mayor

ATTEST:

Iris E. Walker, City Clerk

To Be Codified ____
Not To Be Codified **X**

[illegible]

EASEMENT:
An easement or license is hereby granted to the public utilities to locate, construct and maintain or authorize the location, construction, maintenance and size of conduits for all and any purpose including water, gas, sewer mains, poles and wire of all, or any of them over, under and along the strips marked Utility Easement. A temporary construction easement of 12 feet, adjacent to the side of utility easements, is dedicated for the use of public utilities while construction is in progress.

BUILDING LINES:
Building lines or setback lines are hereby established as shown on the attached plat and no building or portion thereof shall be built between this line and the street line.

IN TESTIMONY WHEREOF:
We, Leslie L. King and Helen E. King, his wife and Clarence A. Stevenson and Lucille M. Stevenson, his wife also known as Lucille Stevenson have caused these presents to be signed and sealed this 9th day of September, 1975.

Leslie P. King
 Leslie P. King

Charles A. Steiner
 Clarence A. Steiner

Lucille M. Steiner
 Lucille M. Steiner aka Lucille Steiner

STATE OF KANSAS
COUNTY OF SHAWNEE SS

Be it remembered that on the day and year last written, before me, a notary public in and for said County and State, came Leslie L. King and Helen E. King, his wife and Clarence A. Stevermer and Lucille M. Stevermer, his wife also known as Lucille Stevermer, to me known to be the same persons who executed the within instrument of writing and duly acknowledged the execution of the same to be their voluntary act and deed.

IN WITNESS THEREOF:
I have hereunto set my hand and affixed my notarial seal this 9TH day of September, 1978.

Kene C. Martin
Notary Public

My Commission Expires: 3-10-1990

GENE C. MARTIN
STATE NOTARY PUBLIC
Shawnee County, Kansas
My Appointment Expires
3-14-1980

Chairman: Paul M. Donohue Secretary: James H. Schlegel

APPROVED by the Board of City Commissioners of the City of Topeka, Kansas this _____ day of _____, 1976

Bill McCormick
Norma E. Roll

APPROVED by the Board of County Commissioners of Shawnee County, Kansas this 10TH day of FEBRUARY, 1977.

James H. Woodward
Sgt. Woodman A & Woodward
Roland E. King
Roland E. King
ENTERED ON THE TRANSFER RECORD of Shawnee County, Kansas, this 14 day of February, 1978

Winifred L. Egan Shawnee County Clerk
 Winifred L. Egan
 FILED FOR RECORD IN THE OFFICE OF THE SHAWNEE COUNTY REGISTER OF DEEDS THIS 14 day of Feb. 1977

Jean O'Brien Register of Deeds 9:00 A.M.
Jean O'Brien was

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 found and that iron pins are set as shown on the attached plat this 2nd day of September 1970.

[Signature]
R. Kinman, L.S.

PUBLIC IMPROVEMENTS:
Attention is hereby directed that certain public improvements as set forth in Shawnee County Resolutions 70-187 and 70-189 shall be arranged for prior to the issuance of permits to build.

WATER - CITY OF TORONTO
Note: No building permits shall be issued until arrangements for the installation of water mains and/or connection charges have been made with the City Water Department.

SANITARY SEWAGE TREATMENT:
The issuance of all building and/or zoning permits for the construction of dwellings in this subdivision are subject to the applicable rules and regulations of the State Board of Health relating to spatial requirements between the dwellings and the sanitary sewage treatment plant. All lots shall be serviced by public sanitary sewer.

KRAMER ENGINEERING
TOPEKA



V04S/5 by Bruno & Frances Langer

Please have the attached published in the Topeka Metro News in the Legal Advertising Section on December 1, 2006 and again on December 8, 2006.

IN THE MATTER OF THE PROPOSED VACATION OF:

The South Half of SE 31st Street extending from the east line of SE Granger Street to the east line of Shawnee Estates Subdivision located north of 3100 SE Granger Street, City of Topeka, Shawnee County, Kansas. (V04S/5) (Council District No. 4)

NOTICE OF PUBLIC HEARING

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

To Whom It May Concern:

Public notice is hereby given that a petition has been filed by Bruno and Frances Langer, as owners of the concerned property, which includes the south half of SE 31st Street extending from the east line of SE Granger Street to the east line of Shawnee Estates Subdivision located north of 3100 SE Granger Street, City of Topeka, Shawnee County, Kansas, with the Clerk of the City of Topeka, Kansas; and praying that the public street right-of-way located on said property be vacated.

The petition will be presented to the Council of the City of Topeka for hearing on December 19, 2006, at 6:00 P.M. or as soon thereafter as the same may be heard in the City Council Chambers, Municipal Building, 2nd Floor, 8th and Monroe Streets, Topeka, Kansas, at which time and place all interested persons may appear and be heard, either for or against granting the prayer of said Petition.

**BY THE GOVERNING BODY,
CITY OF TOPEKA, KANSAS**

STREET/ALLEY/EASEMENT/SUBDIVISION VACATION

Case No.: V04S/5 Location: Part of SE 31st St. right-of-way
located between 3036 & 3100 SE Granger St.

DEPARTMENTS:

- **Water Division:** X No Objection Objection
Comments: There is an existing 4" water main located in the north ½ of the right-of-way. An easement across the south ½ should be retained for any future maintenance of the water line.
- **Engineering:** No Objection X Objection
Comments: We will retain a 7.5' wide pedestrian access easement adjacent to the centerline of SE 31st St.; a 15' wide sanitary sewer maintenance access easement over the S. ½ of 31st St. for access to the N-S sewer; a 15' wide utility and drainage easement, N-S for continuity over existing utilities. I talked with Water and their main is in the N. ½ of 31st St., which will remain as right-of-way; NO easement for waterline on S. ½.
- **County Refuse:** X No Objection Objection
- **Fire Department:** X No Objection Objection
- **Police Department:** X No Objection Objection

UTILITY COMPANIES:

- **Southwestern Bell:** X No Objection Objection
- **Westar:** X No Objection Objection
- **Kansas Gas Service:** X No Objection Objection
- **Cox Communications:** X No Objection Objection

Cindy Johnson, Planner I

August 15, 2006

TOPEKA PLANNING DEPARTMENT

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

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

PLANNING OFFICE USE ONLY

Date Submitted	Date Advertised
Application No.	Date of Public Hearing
TO BE COMPLETED BY CITY CLERK'S OFFICE	
Filing Fee \$	Receipt No.

APPLICATION

City Vacation of Streets, Alleys and Easements

- Applicant(s): BRUNO F. + FRANCES E. LANGER
- Applicant's Mailing Address: 3100 36 GRANGER ST.
City TOPEKA State: KANSAS Zip: 66605-2271
- Telephone: Area Code: 785 No.: 266-3140
- Legal description of property requested to be vacated as prepared by the City of Topeka Department of Public Works: _____

- Check type of vacation: Street ☒ Alley _____ Easement _____ Other _____
- Legal description of property owned by the applicant which adjoins the street, alley or easement to be vacated:
Lots 2 Block No. 9
In _____ Subdivision SHAWNEE ESTATES

Metes and Bounds Description, if unplatted: _____

2006 SEP - 5 P 1:32

RECEIVED
CITY CLERK
TOPEKA, KS

7. Are there other owners of land who own property adjoining the subject street, alley or easement proposed to be vacated who, pursuant to K.S.A. 12-504, would be a property party to the petition to vacate?

Yes ☒ No ☒

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

TERESA ROBINSON (785) 267-1937
3036 SE GRANGER ST.
TOPEKA, KS 66605-2271

8. Briefly, describe the proposed development of the subject property and your reasons for vacating the property: NO DEVELOPMENT ONLY WISH TO ENCLOSE PROPERTY AS
PORTION OF SIDE YARD. PLAY AREA FOR CHILD.

9. Will the area proposed for vacation preclude, restrict, hamper or lessen ingress-egress to other similarly abutting properties? No

10. Do you concur with the retention of the subject area as an easement should the reviewing utility or public agency request such to cover existing or proposed utility lines? ANY REQUIRED
EASEMENTS OR ROW WILL BE ADDED UPON AS DISCUSSED WITH CITY
OFFICIALS

11. Will any permanent structures be constructed within the area proposed for vacation? No

12. Will the area proposed for vacation create any unique, adverse or undesirable traffic conditions? No

13. How are adjoining properties used? SINGLE FAMILY RESIDENCES

14. In your opinion, would the proposed vacation injure or endanger any private rights? No

15. In your opinion, would the public suffer any loss or inconvenience should the petition to vacate be approved? NO

16. In the event this proposed vacation is to vacate street or alley right-of-way, are you aware of the applicability of the district zoning on the subject property? Please briefly explain: CURRENT ZONING ON AREA PROPERTIES IS "R-1" SINGLE FAMILY. THE STREET EASEMENT CURRENTLY IS TOO SMALL FOR ANY STREET CONSTRUCTION. THE PROPERTY WILL NOT HAVE ANY PERMANENT STRUCTURE BUILT UPON IT.

Signature of Applicant(s)

Munt L. Langer
Frances E. Kells Langer

(Please Attach Any Additional Information)

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

Name of Representative THOMAS Q. LANGER
Street Address 4650 SE 28TH STREET
City TOPEKA State KANSAS Zip Code 66605
Telephone No. (785) 534-7226 Fax No. ()



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 5, 2006

+ Back Print

DATE:	December 5, 2006		
CONTACT PERSON:	David Thurbon/Bill Fiander	DOCUMENT #:	N/A
SECOND PARTY/SUBJECT:	Nelson Banman et al.	PROJECT #:	V06S/2
CATEGORY/SUBCATEGORY	014 Ordinances – Non-Codified / 006 Vacations		
CIP PROJECT:	No		
ACTION OF COUNCIL:	12/12/06 First Reading	JOURNAL #:	06
		PAGE #:	

DOCUMENT DESCRIPTION:

A PUBLIC HEARING relating to the vacation of all of SE Lake Terrace Road in Shawnee Estates Subdivision extending from the East line of SE Granger Street to the east line of Shawnee Estates Subdivision located south of 3108 SE Granger Street, City of Topeka, Shawnee County, Kansas.

AN ORDINANCE introduced by City Manager, Norton N. Bonaparte, Jr., relating to the vacation of all of SE Lake Terrace Road in Shawnee Estates Subdivision extending from the East line of SE Granger Street to the east line of Shawnee Estates Subdivision located south of 3108 SE Granger Street, City of Topeka, Shawnee County, Kansas. Final Reading. (V06S/2) (Council District No. 4)

(Approval would vacate a 30-foot wide unimproved portion of SE Lake Terrace Road and establish necessary utility easements)

POLICY ISSUE:

N/A.

STAFF RECOMMENDATION:

The Planning Department Staff has evaluated this proposal relative to existing land uses and the plat of subdivision, and, recommends **APPROVAL** of the proposed vacation conditional to retaining necessary utility easements.

BACKGROUND:

- The Kansas Statutes and Topeka Code Section 130-476(b) requires a public hearing in conjunction with proposed vacation petitions which have been filed in accordance with a prescribed procedure.
- The 30' right-of-way has remained undeveloped since the approval of the plat (Shawnee Estates Subdivision) in 1976 . The property owners wish to formally vacate the right-of-way and continue to maintain it as an enclosed portion of their side yard.
- A city water line is located in the north half of the platted right-of-way.
- The right-of-way has historically been enclosed by the adjacent property owners.
- The ordinance reflects retention of a sanitary sewer access easement, a drainage/utility easement, and a water line easement.
- Approval of the vacation should not be construed to imply support for any existing or subsequent land development.

Item #14

BUDGETARY IMPACT:

N/A.

SOURCE OF FUNDING:

N/A.

ATTACHMENTS:

[Ordinance](#)

[Site Plan](#)

[Aerial](#)

[Application](#)

[Department Comments](#)

[Legal Advertisement](#)

(Published in the Topeka Metro News _____)

ORDINANCE NO.

AN ORDINANCE introduced by City Manager, Norton N. Bonaparte, Jr., relating to the vacation of all of SE Lake Terrace Road in Shawnee Estates Subdivision extending from the East line of SE Granger Street to the east line of Shawnee Estates Subdivision located south of 3108 SE Granger Street, City of Topeka, Shawnee County, Kansas. **(V06S/2) (Council District No. 4)**

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

Section 1. That pursuant to the requirements of K.S.A. 12-504 as amended, a petition by Nelson Banman et al., as property owners, has been filed with the office of the City Clerk, requesting the vacation of the following described platted street right-of-way located within the City of Topeka, Shawnee County, Kansas:

All of Lake Terrace Road in Shawnee Estates Subdivision in the City of Topeka, Shawnee County, Kansas, extending from the East line of SE Granger Street to the East line of Shawnee Estates Subdivision.

Section 2. That said petition has been duly published for two (2) consecutive weeks in a newspaper of general circulation and on December 12, 2006, the petition is ready for determination by the Council of the City of Topeka, Kansas.

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

- a. Legal notice was given as required by K.S.A. 12-504 as amended.
- b. No private rights will be injured or endangered by such vacation.
- c. The public will suffer no loss or inconvenience by such vacation.

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

All of Lake Terrace Road in Shawnee Estates Subdivision in the City of Topeka, Shawnee County, Kansas, extending from the East line of SE Granger Street to the East line of Shawnee Estates Subdivision.

Section 5. That the Council of the City of Topeka does hereby find that justice further requires the provision for a sanitary sewer maintenance access easement, a utility and drainage easement and a water line easement to be established over the described property as set forth in Section 4 and does hereby order the retention of the below described area as easements:

Sanitary Sewer Maintenance Access Easement: A 16 foot wide permanent sanitary sewer maintenance access easement, the Centerline of which is coincident with the Centerline of Lake Terrace Road in Shawnee Estates Subdivision in the City of Topeka, Shawnee County, Kansas, extending from the East line of SE Granger Street to the East line of Shawnee Estates Subdivision.

Utility and Drainage Easement: The East 15 feet of Lake Terrace Road, the East line of which is coincident with the East line of Shawnee Estates Subdivision in the City of Topeka, Shawnee County, Kansas, extending from the North line of Lot 3, Block "F" in said subdivision to the South line of Lot 1, Block "G" in said subdivision.

Water Line Easement: A permanent water line easement, being the North Half of Lake Terrace Road in Shawnee Estates Subdivision in the City of Topeka, Shawnee County, Kansas, extending from the East line of SE Granger Street to the East line of Shawnee Estates Subdivision.

Section 6. The City Clerk is hereby directed to certify a copy of this ordinance to the Shawnee County Register of Deeds Office for appropriate recording.

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

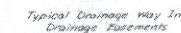
PASSED AND APPROVED by the Council of the City of Topeka _____, 2006.

William W. Bunten, Mayor

ATTEST:

Iris E. Walker, City Clerk

To Be Codified ____
Not To Be Codified **X**



SECTION 16: A tract of land lying in part of the NE 1/4 of Section 16, Township 15 South, Range 18 East of the 5th P.M., Shawnee County, Kansas and described as follows: Beginning at a point on the North Line said NE 1/4 which is 300.00 feet East of said corner; thence S 03°17'37" E along the North Line said NW 1/4 200.00 feet; thence N 89°42'48" E along the North Line said NW 1/4 482.00 feet; thence N 89°40'25" E 310.00 feet to the East line of the M 1/2 E 1/2 NE 1/4 Section; thence S 02°05'22" W 1,600.00 feet along said East line to the NE corner of Misc Lot No. 1; thence N 88°30'14" W 331.96 feet along the North line said Misc Lot No. 1 to the SW corner of Misc Lot No. 1, said corner being the SE corner of the NW 1/4 Sec. 16; thence S 88°30'14" W 331.96 feet to the SE corner of the NW 1/4 Sec. 16; thence S 88°30'14" W 331.96 feet to the SW corner of the NW 1/4 Sec. 16; thence S 02°11'21" E 2,348.38 feet along the West line; thence S 1/2 E 1/2 Sec. 16 to a point 200.00 feet south of the North line of the NW 1/4 Sec. 16; thence S 02°11'21" E 2,348.38 feet; thence N 02°11'21" E 300.00 feet to the North line said 1/4 Sec. 16; thence N 02°11'21" E 300.00 feet to the East line of said Sec. 16.

DEDICATION:
The undersigned proprietors of the herein described tract of land have caused the same to be subdivided as shown by the attached plat of
SHAWNEE ESTATES SUBDIVISION.

EASEMENT:
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 including water, gas, sewer mains, poles and wire of all, or any of them over, under and along the strips marked Utility Easement. A temporary construction easement of 12 feet, adjacent to the side of utility easements, is dedicated for the use of public utilities while construction is in progress.

STREETS: Streets shown on this plat and not heretofore dedicated to the public are hereby so dedicated. Temporary turn-around easements for street purposes at dead-end streets are hereby dedicated to the use of the public. Upon the extension of permanent street paving beyond the limits of the temporary turn-around easement, said temporary turn-around easement is thereby reversioned for the use of the public.

Building lines or setback lines are hereby established as shown on the attached plat and no building or portion thereof shall be built between this line and the street line.

IN WITNESS WHEREOF:
We, Leslie L. King and Helen E. King, his wife and Clarence A. Stevener and Lucille M. Stevener, his wife also known as Lucille Stevener have caused these presents to be signed and sealed this 9th day of September, 1976

Clarence A. Steiner
Lucille M. Steiner

be it remembered that on the day and year last written, before me, a notary public in and for said County and State, came Leslie L. King and Helen E. King, his wife and Clarence A. Stevenson and Lucille F. Stevenson, his wife also known as Lucille Stevenson, to me known to be the same persons who executed the within instrument of writing and duly acknowledged the execution of the same to be their voluntary act and deed.

IN WITNESS THEREOF:
I have hereunto set my hand and affixed my notarial seal this 9TH day of September, 1976.

My Commission Expires: 3-10-1980

GENE C. MARTIN
STATE NOTARY PUBLIC
Shawnee County, Kansas
My Appointment Expires
3-10-1980

APPROVED by the Topeka-Shawnee County Metropolitan Planning Commission this 15th day of October, 1976, and forwarded to the Board of City Commissioners of the City of Topeka, Kansas, with the recommendation that said plat be approved.

APPROVED by the Board of City Commissioners of the City of Topeka, Kansas this _____ day of _____, 1976

APPROVED by the Board of County Commissioners of Shawnee County, Kansas this 10TH day of FEBRUARY, 1977

ENTERED ON THE TRANSFER RECORD of Shawnee County, Kansas, this 14 day of February, 1978

Winifred E. Kington

Jean O'Brien Register of Deeds 9:00 A.M.

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 End day of September 1970.

SANITARY SEWAGE TREATMENT

PUBLIC IMPROVEMENTS:
Attention is hereby directed that certain public improvements as set forth in Shawnee County Resolutions 70-187 and 70-199 shall be arranged for prior to the issuance of permits to build.

WATER - CITY OF TOPEKA

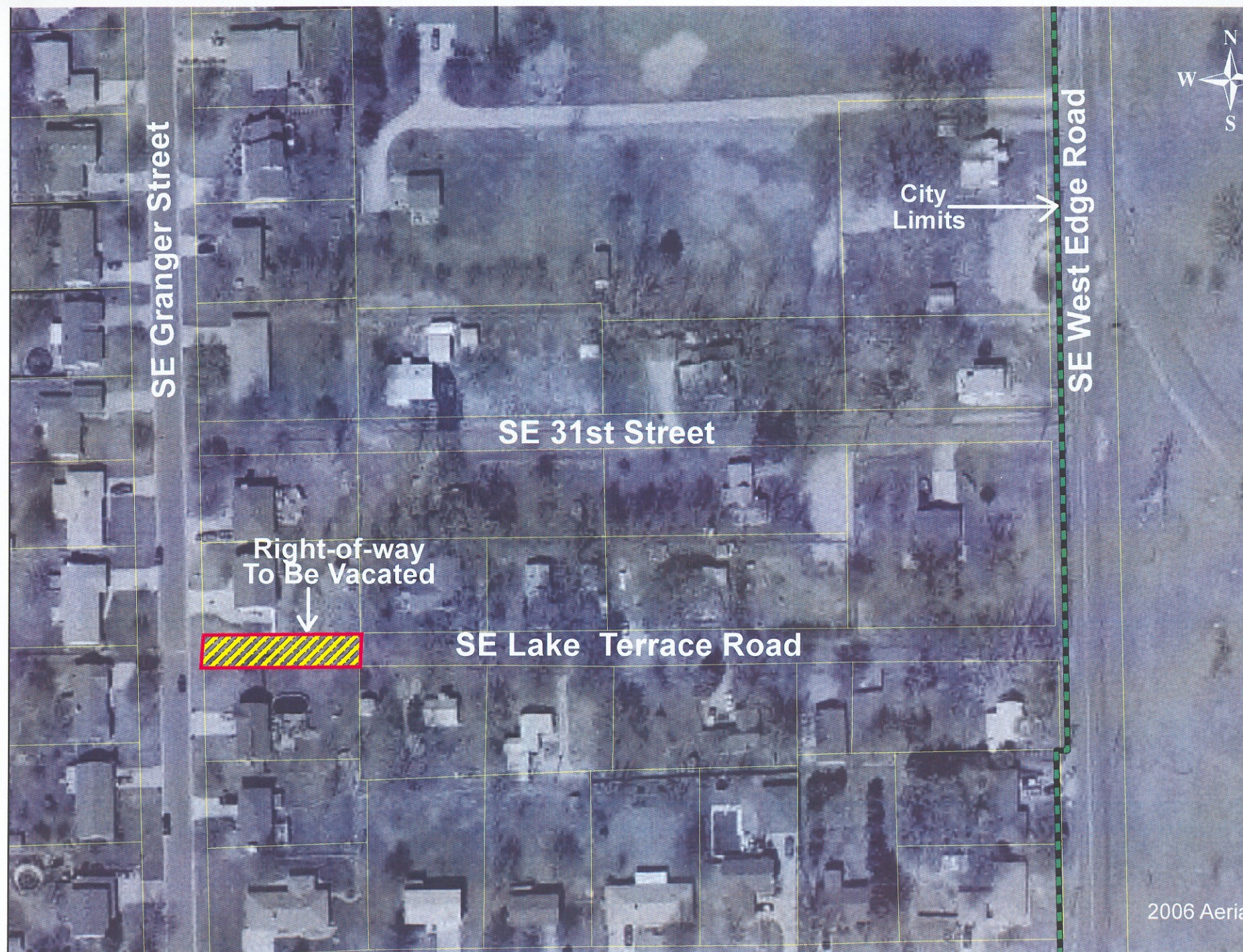
WATER - CITY OF TOPEKA
Note: No building permits shall be issued until arrangements for the installation of water mains and/or connection charges have been made with the City Water Department.

WATER - CITY OF TOPEKA

WATER - CITY OF TOPEKA
Note: No building permits shall be issued until arrangements for the installation of water mains and/or connection charges have been made with the City Water Department.

SEWAGE TREATMENT:
The issuance of all building and/or zoning permits for the construction of dwellings in this subdivision are subject to the applicable rules and regulations of the State Board of Health relating to spatial requirements between the dwellings and the sanitary sewage treatment plant. All lots shall be serviced by public sanitary sewer.

KRAMER ENGINEERING TOPEKA	
JOB NO. 766B	DATE SEPT



V06S/2 by Nelson Banman et al.

TOPEKA PLANNING DEPARTMENT

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

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

PLANNING OFFICE USE ONLY

Date Submitted <u>9-20-06</u>	Date Advertised
Application No. <u>1865/2</u>	Date of Public Hearing
TO BE COMPLETED BY CITY CLERK'S OFFICE	
Filing Fee \$ <u>250.00</u>	Receipt No. <u>09516</u>

APPLICATION

City Vacation of Streets, Alleys and Easements

1. Applicant(s): Nelson & Barb Banman
2. Applicant's Mailing Address: 903 SE 42nd Terr.
 City Topeka State: KS Zip: 66609
3. Telephone: Area Code: 785 No.: 221-4246
4. Legal description of property requested to be vacated as prepared by the City of Topeka Department of Public Works: Southerly 30' of Lot 1, Block G, and Northerly 30' of Lot 3, Block F, Shawnee Estates Subdivision
5. Check type of vacation: Street ☒ Alley ☐ Easement ☐ Other ☐
6. Legal description of property owned by the applicant which adjoins the street, alley or easement to be vacated:
 Lots 1 & 3 Block No. G and F
 In Shawnee Estates Subdivision Topeka, KS
(Refer to attached ILC)

Metes and Bounds Description, if unplatted: _____

STREET/ALLEY/EASEMENT/SUBDIVISION VACATION

Case No.: V06S/2

Location: SE Lake Terrace Road located south of
3108 SE Granger Street

DEPARTMENTS:

- **Water Division:** X No Objection Objection
Comments: There is an existing 4" water main through the area to be vacated. An easement will need to be retained across the right-of-way to accommodate the water line.

- **Engineering:** X No Objection Objection
Comments: We will retain a 15' wide pedestrian access easement centered on Lake Street centerline; a 16' wide sanitary sewer maintenance access easement centered on the Lake Street centerline, for access to the N-S sanitary sewer; a 15' wide utility and drainage easement, N-S for continuity over existing utilities; and a waterline easement over the N. half of Lake Terrace Road.

- **County Refuse:** X No Objection Objection

- **Fire Department:** X No Objection Objection

- **Police Department:** X No Objection Objection

UTILITY COMPANIES:

- **AT&T:** X No Objection Objection
Comments: If the right-of-way that is requested to be vacated does not extend into the rear utility easement – AT&T is okay with vacation. AT&T has cable buried along the east side in an utility easement.

- **Westar:** X No Objection Objection

- **Kansas Gas Service:** X No Objection Objection

- **Cox Communications:** X No Objection Objection

Cindy Johnson, Planner I

October 26, 2006

Please have the attached published in the Topeka Metro News in the Legal Advertising Section on December 1, 2006 and again on December 8, 2006.

IN THE MATTER OF THE PROPOSED VACATION OF:

All of SE Lake Terrace Road in Shawnee Estates Subdivision extending from the east line of SE Granger Street to the east line of Shawnee Estates Subdivision located south of 3108 SE Granger Street, City of Topeka, Shawnee County, Kansas. **(V06S/2) (Council District No. 4)**

NOTICE OF PUBLIC HEARING

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

To Whom It May Concern:

Public notice is hereby given that a petition has been filed by Nelson Banman et al. as owners of the concerned property, which includes all of SE Lake Terrace Road in Shawnee Estates Subdivision extending from the east line of SE Granger Street to the east line of Shawnee Estates Subdivision located south of 3108 SE Granger Street, City of Topeka, Shawnee County, Kansas, with the Clerk of the City of Topeka, Kansas; and praying that the public street right-of-way located on said property be vacated.

The petition will be presented to the Council of the City of Topeka for hearing on December 19, 2006, at 6:00 P.M. or as soon thereafter as the same may be heard in the City Council Chambers, Municipal Building, 2nd Floor, 8th and Monroe Streets, Topeka, Kansas, at which time and place all interested persons may appear and be heard, either for or against granting the prayer of said Petition.

**BY THE GOVERNING BODY,
CITY OF TOPEKA, KANSAS**



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www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 5, 2006

+ Back Print

DATE: December 5, 2006

CONTACT PERSON: Lana Kennedy **DOCUMENT #:**

SECOND PARTY/SUBJECT: Downtown BID service fee levy - 2007 **PROJECT #:**

CATEGORY/SUBCATEGORY: 013 Ordinances - Codified / 042 Community Development

CIP PROJECT: No

ACTION OF COUNCIL: 12/12/06 First Reading **JOURNAL #:** 06

PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Councilmember Lana Kennedy relating to the Capital City Downtown Business Improvement District, establishing a service fee levy for 2007, amending City of Topeka Code Section 42-38 and specifically repealing said original section. Final Reading. (Council District No. 1)

(The ordinance proposes that the 2007 service fee levy remain at the 2006 service fee level.)

POLICY ISSUE:

Whether or not the City Council shall adopt a Capital City Downtown Business Improvement District service fee levy for 2007.

STAFF RECOMMENDATION:

Approve

BACKGROUND:

This ordinance proposes that the 2007 service fee levy remain at the 2006 service fee levy.

BUDGETARY IMPACT:

None.

SOURCE OF FUNDING:

NA

ATTACHMENTS:

[BID Budget Letter](#)

[BID Fact Sheet](#)

[2007 Draft Budget](#)

[Ordinance](#)

Item #15

May 25, 2006

Ms. Iris Walker, City Clerk
City of Topeka
215 SE 7th Street
Topeka, KS 66603-3914

Dear Ms. Walker:

Pursuant to Sec. 42-39(a) of the Topeka Code, enclosed you will find a proposed 2007 budget for the Capital City Downtown Business Improvement District. Identified below is the recommended program of services. As in the past, we plan to carry out a program of services that will:

1. Create an attractive physical environment;
2. Create an attractive economic condition; and
3. Strive to achieve excellence in the quality of life as a center of government, commerce, cultural, historic and recreational activities.

More specifically, the Advisory Board plans to:

1. Provide for the general maintenance and cleaning of the District;
2. Continue to maintain the District amenities (park bench kiosks, trash receptacles, etc.)
3. Provide water for the maintenance of the plant materials within the streetscape;
4. Continue to partner with Parks and Recreation of Topeka with the expenses associated with maintenance of the plants, flowers and greenery downtown;
5. Replace dead plant material and trees as needed;
6. Provide routine maintenance of the equipment used in downtown cleaning;
7. Offer \$20,000 in matching grants for the Façade Improvement Program;
8. Award grants to help support special events downtown;
9. Promote the district through the use of media advertising and printed materials;
10. Maintain a web site for downtown;
11. Provide some incentives for downtown housing development;
12. Maintain the newly designed Jackson Street for trash pickup in the greenscape area;

13. Continue to contract with Downtown Topeka, Inc. for administrative services that include Inventory Maintenance, Promotional Services, Marketing and Development Services.

At this time, we do not plan to recommend any changes to the district boundaries nor do we anticipate any increases in the assessment rate.

Thank you for your assistance in recording the receipt of this document.

Sincerely,

Susan Mahoney
Executive Director

Cc; Ed Carmona, Chairman
City Manager Norton Bonaparte
Mayor Bill Bunten
Jim Langford, Director of Budget

BID FACT SHEET

BID Program of Services:

- Create an attractive physical environment
- Create an attractive economic condition; and
- Strive to achieve excellence in the quality of life as a center of government, commerce, cultural, historical and recreational activities.

More Specifically:

- Provide for the general maintenance and cleaning of the District, including District amenities (Park benches, kiosks, trash receptacles, etc.)
- Provide water for the maintenance of the plant materials within the streetscape;
- Continue to partner with Parks and Recreation of Topeka with the expenses associated with maintenance of the plants, flowers and greenery downtown;
- Maintain Jackson Street for trash pickup in the greenscape area;
- Replace dead plant material and trees as needed;
- Provide routine maintenance of the equipment used in downtown cleaning;
- Offer \$20,000 in matching grants for the Façade Improvement Program;
- Promote the district through the use of media advertising, printed materials and maintain a website for downtown;
- Lend support to special community events downtown such as barricades, portable restrooms, and other logistical support as needed (ordinances, permits, tables and chairs, marketing, staff support).
- Purchase and maintain flags along Kansas Avenue.

Other Notes:

- Added hanging flower baskets in the 700 block in 2005. The 600 block was added in 2006.
- A new website has been created much more user friendly and highly promotes the district and its businesses.
- Kiosks and trash containers were repainted and cleaned up in 2004.
- The District employs two and a half employees who are clearly identifiable with clothing marked with the BID logo-started in 2004.
- Barricades average \$2400-\$3000 for large events, MKA, Mexican Fiesta, and St. Pat's.
- Portable restrooms cost \$175 per unit for handicap and \$75 for other.
- Participated in 11 community events in 2006.

2007 Capital City Downtown BID Program of Services/Budget

	2007 Budget
BID Reserve	\$35,036.00
Projected/Actual Revenue Current & Prior Years	\$181,883.00
Uncollectables	(\$20,705.00)
Total Revenue	\$196,214.00
Projected/Actual Expenses:	
District Maintenance	
1 Contract for Janitorial Services	\$20,000.00
2 District Amenities	\$3,800.00
3 Water Usage	\$1,300.00
4 Landscape Maintenance	\$14,200.00
5 Landscape Improvements	\$1,000.00
6 Maintenance Equipment	\$3,500.00
7 Façade Matching Grant Program	\$20,000.00
8 Brick Sidewalk Repairs	\$10,000.00
9 Electrical Maintenance	\$3,000.00
Category Total	\$76,800.00
District Programming	
11 Special Events	\$11,029.00
Category Total	\$11,029.00
District Promotion	
12 Media Advertising	\$7,400.00
13 Printed Materials	\$2,600.00
14 District Promotion Other	\$5,000.00
15 Housing Initiatives	\$1,500.00
Category Total	\$16,500.00
District Admin. - Downtown Topeka, Inc.	
16 Inventory Maintenance	\$7,073.00
17 Promotional Services	\$21,220.00
18 Marketing Services	\$21,220.00
19 Development Services	\$14,145.00
20 Office/Overhead	\$17,727.00
21 Postage	\$3,000.00
22 Dist. Admin. Other	
Category Total	\$84,385.00
New Opportunities	
23 Security	\$7,500.00
Category Total	\$7,500.00
Category Totals	
District Maintenance	\$76,800.00
District Programming	\$11,029.00
District Promotion	\$21,500.00
District Administration	\$84,385.00
New Opportunities	\$7,500.00
TOTAL Expenses	\$196,214.00

(Published in the Topeka Metro News_____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Council Member Lana Kennedy, relating to the Capital City Downtown Business Improvement District, establishing a service fee levy for 2007, amending City of Topeka Code § 42-38 and specifically repealing said original section.

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

Section 1. City of Topeka Code § 42-38, Method of raising revenue, is hereby amended to read as follows:

Method of raising revenue.

(a) The method to be used to raise the funds necessary for the district shall be the levy of service fees upon all businesses located within the district, as defined by K.S.A. 12-1782(b), based on the number of square feet of floor area occupied by each business within the district. For the purposes of this article, the operation of multifamily residential property and the operation of structured parking facilities shall not be considered to be a business.

(b) The service fees assessed shall be as follows:

<i>Number of square feet</i>	<i>Rate per square foot</i>
0 – 999	\$0.00
1,000 plus	0.049

However, the maximum service fee per business shall be eleven thousand dollars (\$11,000.00) regardless of the number of square feet.

(c) For the purposes of this article, the number of square feet of floor area occupied shall be determined as the total area designated for the exclusive use by the owner or tenants expressed in square feet and measured from the centerline of joint partitions and from outside wall faces. In the case of leased property, square feet of floor

area occupied is considered that area for which tenants pay rent. In no event shall square feet of floor area occupied include public toilets, corridors, stairwells, elevators, mechanical equipment rooms, lobbies, mall areas, or hotel sleeping rooms. Further, in no event shall square feet of floor area occupied include area which is unusable, is not occupied due to applicable city codes, or is not in active use by a tenant. In the case of a building occupied by a single business, the gross floor area may be reduced by subtracting the actual measured square footage of excluded areas as defined in this section or by subtracting fifteen (15) percent of the gross floor area, whichever is greater.

(d) Service fees under this section shall be levied for the year 2006~~7~~ and shall be due and payable in two (2) semiannual installments. Service fees shall be deemed delinquent if not paid within thirty (30) days of the due date provided for the second semiannual installment.

Section 2. Original City of Topeka Code § 42-38 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.

PASSED and APPROVED by the City Council_____.

William W. Bunten, Mayor

ATTEST:

Iris E. Walker, City Clerk



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www.topeka.org

Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 5, 2006

+ Back Print

DATE: December 5, 2006
CONTACT PERSON: Braxton B. Copley
SECOND PARTY/SUBJECT:
CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 010 Alcoholic Beverages
CIP PROJECT: No
ACTION OF COUNCIL: 12/12/06 First Reading
DOCUMENT #:
PROJECT #:
JOURNAL #: 06
PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by City Manager Norton N. Bonaparte, Jr. concerning cereal malt beverage retailer license fees, amending City of Topeka Code Section 30-53 and specifically repealing said original section. Final Reading.

(The ordinance will reduce the yearly license fee for a limited retailer of cereal malt beverages.)

POLICY ISSUE:

It is necessary to change the City code in order to be consistent with state law.

STAFF RECOMMENDATION:

Approve

BACKGROUND:

Current city code establishes a limited retailer (package sales of cereal malt beverages only) fee of \$100. State law limits the amount of the fee to \$50.00.

BUDGETARY IMPACT:

Ordinance will reduce amount collected for cereal malt beverage retailer license fees from \$100 to \$50 for each license.

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

[Ordinance](#)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Norton N. Bonaparte, Jr. concerning cereal malt beverage retailer license fees, amending City of Topeka Code § 30-53 and specifically repealing said original section.

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

Section 1. Topeka City Code § 30-53, Same-Cereal malt beverage retailer, is hereby amended to read as follows:

(a) All applications for a license to sell cereal malt beverages at retail in original and unopened containers and not for consumption on the premises shall be accompanied by a limited retailer license fee of ~~one hundred~~ fifty dollars (\$~~400~~50.00) per year which fee shall be in addition to any fee charged by the State of Kansas.

(b) All applications for the sale of cereal malt beverages for consumption on the premises shall be accompanied by a general retailer license fee of two hundred dollars (\$200.00) per year which fee shall be in addition to any fee charged by the State of Kansas.

(c) In addition to the foregoing license fee any person desiring a cereal malt beverage license for consumption on or off premises shall pay the following administrative fees for inspection of the premises:

General inspection fee (per hour): . . . \$50.00

Expedited inspection fee with less than twenty-four (24) hour notice (per hour): . . . \$100.00

Section 2. Original City of Topeka Code § 30-53 are hereby specifically repealed.

Section 3. 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 _____

CITY OF TOPEKA, KANSAS

William W. Buntin, Mayor

ATTEST:

Iris E. Walker, City Clerk



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 15, 2006

+ Back Print

DATE: December 5, 2006

CONTACT PERSON: Norton N. Bonaparte, Jr. **DOCUMENT #:**

SECOND PARTY/SUBJECT: Medevac MidAmerica, Inc. **PROJECT #:**

CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 030 Businesses

CIP PROJECT: No

ACTION OF COUNCIL: First Reading. 12/12/06 **JOURNAL #:** 06

PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by Norton N. Bonaparte, Jr., City Manager repealing City of Topeka Code Appendix B, Article XI, and amending City of Topeka Appendix B, Article VIII relating to ambulance services within the City of Topeka, Kansas, providing a non-exclusive franchise to Medevac MidAmerica, Inc. doing business as American Medical Response to operate an ambulance service within the City of Topeka, Kansas, and specifically repealing City of Topeka Code Appendix B, Articles VIII and XI. Final Reading.

POLICY ISSUE:

Whether or not Medevac MidAmerica, Inc. will be able to continue supplying ambulance service to the City of Topeka.

STAFF RECOMMENDATION:

Approve ordinance.

BACKGROUND:

Medevac MidAmerica, Inc. has provided ambulance service to the City of Topeka since 2001 and wishes to continue.

BUDGETARY IMPACT:

The City of Topeka will receive franchise fees.

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

[Ordinance](#)

[Financial Statement - Exhibit](#)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by Norton N. Bonaparte, Jr., City Manager repealing City of Topeka Code Appendix B, Article XI, and amending City of Topeka Appendix B, Article VIII relating to ambulance services within the City of Topeka, Kansas, providing a non-exclusive franchise to Medevac MidAmerica, Inc. doing business as American Medical Response to operate an ambulance service within the City of Topeka, Kansas, and specifically repealing City of Topeka Code Appendix B, Articles VIII and XI.

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

Section 1. City of Topeka Code Appendix B, Article VIII is hereby repealed.

MEDEVAC MEDAMERICA, INC.*

~~Section 1. Authority.~~

~~This ordinance is passed and approved by the Council of the City of Topeka, Kansas, and enacted pursuant to K.S.A. 12-2001, the authority founded and provided in Ordinance No. 14919, duly enacted on the 1st day of February, 1982, by the City of Topeka, Kansas. Ordinance No. 14919 referred to in this ordinance is hereby incorporated into this section by reference as if fully set out therein.~~

~~(Ord. No. 16639, § 1, 9-28-93)~~

~~Section 2. Satisfactory qualifications.~~

~~The Council of the City of Topeka, Kansas, has considered the legal, character, financial, and other qualifications of the applicant and has found Medevac Midamerica, Inc., to be qualified in all respects to own, maintain, and operate an ambulance service in the City of Topeka, Kansas.~~

~~(Ord. No. 16639, § 2, 9-28-93)~~

~~Section 3. Franchise grant.~~

~~Pursuant to the provisions of Ordinance No. 14919 a nonexclusive Franchise is granted to Medevac Midamerica, Inc., the Grantee, to own, maintain, and operate an ambulance service within the City of Topeka, Kansas. Said nonexclusive Franchise is granted through and including December 31, 1998, and shall vest all rights, privileges, and immunities of an ambulance service Franchise with Medevac Midamerica, Inc., however, said nonexclusive Franchise shall be subject to and conditioned upon all of the terms, duties and obligations found in the laws of the State of Kansas, Ordinance No. 14919, and this ordinance.~~

~~(Ord. No. 16639, § 3, 9-28-93)~~

~~Section 4. Rates of charges.~~

~~The Council of the City of Topeka shall at no time take any action regarding rates and charges which shall preclude the Grantee from earning a reasonable rate of return upon the value of the property used and useful in providing such service.~~

~~(Ord. No. 16639, § 4, 9-28-93)~~

~~Section 5. Payments to the City.~~

~~Adequate and valuable consideration for the rights, privileges, and immunities granted Medevac Midamerica, Inc., shall consist of the benefits to be derived by the citizens of the City of Topeka from the maintenance and operation of an ambulance service under the terms and conditions of this franchise and the following amounts which shall be paid by the Grantee to the City of Topeka:~~

55 a. ~~On the effective date of this ordinance, Medevac Midamerica, Inc., shall~~
56 ~~pay to the City of Topeka, Kansas, the license fee prescribed by Section 24-~~
57 ~~34(2) [30-34(2)].~~

58 b. ~~On the first working day recognized by the City of Topeka, Kansas, after~~
59 ~~January 1 of each year within the term of this franchise agreement and while~~
60 ~~the Grantee is operating an ambulance service pursuant to such franchise,~~
61 ~~Medevac Midamerica, Inc., shall pay to the City of Topeka, Kansas, the~~
62 ~~annual registration fee for each vehicle operation in the City as set forth in~~
63 ~~Section 24-34(3) [30-34(3)] as presently provided or hereafter amended.~~

64 c. ~~All payments made hereunder shall be made to the City Treasurer.~~

65 ~~(Ord. No. 16639, § 5, 9-28-93)~~

66 **~~Section 6. Insurance.~~**

67 ~~Medevac Midamerica, Inc., shall upon the effective date of this ordinance file with~~
68 ~~the City Clerk an insurance policy as required by Section 3, paragraph 32 of Ordinance No.~~
69 ~~14919 and the same shall be approved as to form by the City Attorney's Office. during the~~
70 ~~term of this franchise and during such time as the Medevac Midamerica, Inc., is providing~~
71 ~~service pursuant to this franchise, Medevac Midamerica, Inc., shall have filed with the City~~
72 ~~Clerk an insurance policy as required by Section 3, paragraph 32 of Ordinance 14919.~~

73 ~~(Ord. No. 16639, § 6, 9-28-93)~~

~~Section 7. Written acceptance.~~

~~Medevac Midamerica, Inc., shall file with the City Clerk its written acceptance of the provisions of the Franchise within sixty (60) days after the effective date of this franchise as determined by K.S.A. 12-2001.~~

~~(Ord. No. 16639, § 7, 9-28-93)~~

~~Section 8. Remedies of City.~~

~~Nothing herein shall limit or preclude the City from seeking remedies at law or equity in a court of competent jurisdiction for any violation by the Grantee of the laws of the State of Kansas or any ordinance of the City of Topeka.~~

~~(Ord. No. 16639, § 8, 9-28-93)~~

~~Section 9. Forfeiture.~~

~~Any material and substantial fraud, misrepresentation or default of the terms, duties an [and] obligations imposed upon the Grantee by the laws of the State of Kansas, Ordinance No. 14919, or by ordinance shall constitute grounds for forfeiture of this nonexclusive franchise. The City shall notify the Grantee in writing of any allegation of a material and substantial default, fraud, or misrepresentation and shall hold a public hearing on the merits of such allegations. Said public hearing shall be held within thirty (30) days after the notification to the Grantee and shall be adjudicative in character but shall not bar the rights of any parties to pursue judicial review. Within ten (10) days following the conclusion of such hearing, the Council shall act with respect to such forfeiture and shall submit a written statement to the Grantee. The franchise shall not be forfeited unless the Council finds that there has been a material and substantial default, fraud, or~~

~~misrepresentation of the part of the Grantee so as to justify a forfeiture. In the event the franchise is forfeited, the Grantee shall, within one hundred eighty (180) days of its receipt of the Notice of Forfeiture, cease operation of an ambulance service hereunder.~~

~~(Ord. No. 16639, § 9, 9-28-93)~~

~~Section 10. Surrender.~~

~~If, during the term of this franchise, the Grantee does not earn a fair rate of return upon the value of property used and useful in providing such ambulance service for a period of 6 months; and it is determined by the Grantee that it would not be practical, possible or in the public interest to cure the deficiency by an increase in rates and/or a reduction in service; and the Grantee has complied with all applicable County procedures including the giving of notice of surrender to the City; then the Grantee upon one hundred eighty (180) days written notice to the City Clerk may elect to surrender its franchise and cease operations of the ambulance service hereunder.~~

~~(Ord. No. 16639, § 10, 9-28-93)~~

~~Section 11. Transfer.~~

~~All the rights and obligations of the Grantee, pursuant to this franchise, may with proper approval of the Council, be transferred to a person meeting the requirements for an ambulance service grantee, as determined by the laws and regulations of the State and the City at the time of the contemplated transfer. Any such transferee shall, without limitation, assume all the duties and obligations of Medevac Midamerica, Inc., and Medevac Midamerica, Inc., shall be released of all future rights, duties, and obligations arising from [from] this franchisee [franchise].~~

(Ord. No. 16639, § 11, 9-28-93)

~~Section 12. Hold harmless.~~

~~The Grantee shall hold the City harmless for all liability, damages, costs and expenses of every kind for the payment of which the City may become liability to any person by reason of the rights and privileges herein granted and, if any action either at law or in equity, be brought against the City for damages or for any cost to the City for any fault of the Grantee, its servants, agents, or employees, in the operation of its ambulance service, the Grantee shall pay all costs, damages and expenses for which the City may be held liable.~~

(Ord. No. 16639, § 12, 9-28-93)

~~Section 13. Effective date.~~

~~This franchise ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper in the manner prescribed by law, and shall be binding upon the franchisee upon the filing of its written acceptance as required by Section 7.~~

(Ord. No. 16639, § 13, 9-28-93)

Section 2. City of Topeka Code Appendix B, Article XI is hereby amended to read as follows:

~~American Medical Response, Inc.~~

~~Section 1. Authority.~~

~~This ordinance is passed and approved by the Council of the City of Topeka, Kansas, and enacted pursuant to K.S.A. 12-2001 and the authority found and provided for in Topeka City Code § 62-26 through § 62-69 inclusive.~~

~~(Ord. No. 17314, § 1, 10-27-98; Ord. No. 17767, § 1, 11-20-01)~~

~~Section 2. Satisfactory qualifications.~~

~~The Council of the City of Topeka, Kansas, has considered the legal, character, financial, and other qualifications of the applicant and has found American Medical Response, Inc. f/k/a Medevac MidAmerica, Inc., to be qualified in all respects to own, maintain, and operate an ambulance service in the City of Topeka, Kansas.~~

~~(Ord. No. 17314, § 2, 10-27-98; Ord. No. 17767, § 2, 11-20-01)~~

~~Section 3. Service.~~

~~The maintenance and operation of an ambulance service by American Medical Response in the City of Topeka, Kansas shall be in accordance with these terms and conditions and performance standards set forth in the current ambulance service contract entered into by American Medical Response and the Board of County Commissioners of Shawnee County, Kansas. Said contract is identified as Shawnee County Contract C1-2001. In addition, American Medical Response agrees to provide to the Chief Administrative Officer of the City of Topeka copies of documents which are required to be filed pursuant to Shawnee County Contract C1-2001.~~

~~(Ord. No. 17314, § 3, 10-27-98; Ord. No. 17767, § 3, 11-20-01)~~

~~Section 4. Franchise grant.~~

Pursuant to the provisions of Topeka City Code § 62-41, a nonexclusive franchise is granted to American Medical Response, Inc., hereinafter referred to as the Grantee, to own, maintain, and operate an ambulance service within the City of Topeka, Kansas. Said nonexclusive franchise is granted through and including December 31, 2006, and shall vest all rights, privileges, and immunities of an ambulance service franchise with grantee, however, said nonexclusive franchise shall be subject to and conditioned upon all of the terms, duties and obligations found in the laws of the State of Kansas, Topeka City Code § 62-26 through § 62-69, and this ordinance.

(Ord. No. 17314, § 4, 10-27-98; Ord. No. 17767, § 4, 11-20-01)

Section 5. Payments to the city.

Consideration for the rights, privileges, and immunities granted to grantee includes the benefits to be derived by the citizens of the City of Topeka from the maintenance and operation of an ambulance service under the terms and conditions of this franchise. The following licensing fees shall be paid by the grantee to the City of Topeka:

a. On the effective date of this ordinance, the ambulance service license fees prescribed by Topeka City Code § 30-54(2).

b. On the first working day recognized by the City of Topeka, Kansas, after January 1 of each year within the term of this franchise agreement and while the grantee is operating an ambulance service pursuant to such franchise, the annual registration fee for each vehicle in operation in the city as set forth in Topeka City Code § 30-54(3) as presently provided or hereafter amended.

All fee payments made hereunder shall be made to the city treasurer.

~~(Ord. No. 17314, § 5, 10-27-98; Ord. No. 17767, § 5, 11-20-01)~~

~~Section 6. Insurance.~~

~~Grantee shall upon the effective date of this ordinance file with the city clerk an insurance policy as required by Topeka City Code § 62-51 and the same shall be approved as to form by the City attorney's office. During the term of this franchise and the time grantee is providing service grantee shall maintain paid insurance coverage.~~

~~(Ord. No. 17314, § 6, 10-27-98; Ord. No. 17767, § 6, 11-20-01)~~

~~Section 7. Written acceptance.~~

~~Grantee shall file with the city clerk its written acceptance of the provisions of the franchise within 60 days after the effective date of this franchise as determined by K.S.A. 12-2001.~~

~~(Ord. No. 17314, § 7, 10-27-98; Ord. No. 17767, § 7, 11-20-01)~~

~~Section 8. Remedies of city.~~

~~Nothing herein shall limit or preclude the city from seeking remedies at law or equity in a court of competent jurisdiction for any violation by the grantee of the laws of the State of Kansas or any ordinance of the City of Topeka.~~

~~(Ord. No. 17314, § 8, 10-27-98; Ord. No. 17767, § 8, 11-20-01)~~

~~Section 9. Forfeiture.~~

~~Any material and substantial fraud, misrepresentation or default of the terms, duties and obligations imposed upon the grantee by the laws of the State of Kansas, Topeka City Code § 62-26 through § 62-69 inclusive or by this ordinance shall constitute grounds for forfeiture of this nonexclusive franchise. The city shall notify the grantee in writing of any~~

allegation of a material and substantial fraud, misrepresentation or default and shall hold a public hearing before the council of the City of Topeka on the merits of such allegations. Said public hearing shall be held within 30 days after the notification to the grantee and shall be adjudicative in character but shall not bar the rights of any parties to pursue judicial review. Within ten days following the conclusion of such hearing, the city council shall act with respect to such forfeiture and shall submit a written statement to the grantee. The franchise shall not be forfeited unless the city council finds that there has been a material and substantial fraud, misrepresentation or default on the part of the grantee so as to justify a forfeiture. In such case a notice of forfeiture shall be provided to the grantee. In the event the franchise is forfeited, the grantee shall, within 180 days of its receipt of notice of forfeiture, cease operation of an ambulance service hereunder.

(Ord. No. 17314, § 9, 10-27-98; Ord. No. 17767, § 9, 11-20-01)

Section 10. Surrender.

If, during the term of this franchise, the grantee does not earn a fair rate of return upon the value of property used and useful in providing such ambulance service for a period of six months; and it is determined by the grantee that it would not be practical, possible or in the public interest to cure the deficiency by an increase in rates and/or a reduction in service; and the grantee has complied with all applicable procedures as prescribed by the Board of County Commissioners of Shawnee County, Kansas including the giving of notice of surrender to the city; then the grantee upon 180 days written notice to the city clerk may elect to surrender its franchise and cease operation of the ambulance service hereunder. Fair rate of return means receipt of revenues for patient charges and

~~public funds, if any, to include the sum of operating costs, depreciation reserves, growth and development costs and management fees.~~

~~(Ord. No. 17314, § 10, 10-27-98; Ord. No. 17767, § 10, 11-20-01)~~

~~Section 11. Transfer.~~

~~All the rights and obligations of the grantee, pursuant to this franchise, may with written approval of the city council, be transferred to a person meeting the requirements for an ambulance service grantee, as determined by the laws and regulations of the state and the city at the time of the contemplated transfer. Any such transferee shall, without limitation, assume all the duties and obligations of the grantee and grantee shall be released of all future rights, duties, and obligations arising from this franchisee.~~

~~(Ord. No. 17314, § 11, 10-27-98; Ord. No. 17767, § 11, 11-20-01)~~

~~Section 12. Hold harmless.~~

~~The grantee shall hold the city harmless for all liability, damages, costs and expenses of every kind for the payment of which the City may become liable to any person by reason of the rights and privileges herein granted and, if any action either at law or in equity, be brought against the city for damages or for any cost to the city for any fault of the grantee, its servants, agents, or employees, in the operation of its ambulance service, the grantee shall pay all costs, damages and expenses including costs of defense for which the city may be held liable.~~

~~(Ord. No. 17314, § 12, 10-27-98; Ord. No. 17767, § 12, 11-20-01)~~

~~Section 13. Effective date.~~

~~This franchise ordinance shall take effect and be in force from and after its passage, approval and publication in the official city newspaper in the manner prescribed by law, and shall be binding upon the grantee upon the filing of its written acceptance as required by section 7.~~

~~(Ord. No. 17314, § 13, 10-27-98; Ord. No. 17767, § 13, 11-20-01)~~

Medevac MidAmerica, Inc. doing business as American Medical Response

Section 1. Authority.

This Franchise Ordinance is passed and approved by the Council of the City of Topeka, Kansas, and enacted pursuant to K.S.A. 12-2001 and the authority found and provided for in Topeka City Code § 62-26 through § 62-69 inclusive.

Section 2. Satisfactory qualifications.

The Council of the City of Topeka, Kansas, has considered the legal, character, financial, and other qualifications of the applicant and has found Medevac MidAmerica, Inc., doing business as American Medical Response, hereinafter "AMR," to be qualified in all respects to own, maintain and operate an ambulance service in the City of Topeka, Kansas hereinafter "City." The Council of the City of Topeka finds that public convenience will be promoted and public necessity requires such ambulance service under the terms and provisions of Topeka City Code Chapter 62.

Section 3. Service.

The maintenance and operation of an ambulance service by AMR in the City shall be in accordance with these terms and conditions and performance standards set forth in

the current ambulance service contract entered into by AMR and the Board of County Commissioners of Shawnee County, Kansas. Said contract is identified as Shawnee County Contract C428-2005. In addition, AMR agrees to provide to the city manager of the City copies of documents which are required to be filed pursuant to Shawnee County Contract C248-2005.

Section 4. Franchise grant.

Pursuant to the provisions of Topeka City Code § 62-41, a nonexclusive franchise is granted to AMR, to own, maintain, and operate an ambulance service within the City. Said nonexclusive franchise is granted through and including December 31, 2011, and shall vest all rights, privileges and immunities of an ambulance service franchise with AMR; however, said nonexclusive franchise shall be subject to and conditioned upon all of the terms, duties and obligations found in the laws of the State of Kansas, Topeka City Code § 62-26 through § 62-69, and this Franchise Ordinance.

Section 5. Payments to the City.

Consideration for the rights, privileges, and immunities granted to AMR includes the benefits to be derived by the citizens of the City of Topeka from the maintenance and operation of an ambulance service under the terms and conditions of this Franchise Ordinance. The following licensing fees shall be paid by AMR to the City of Topeka:

- a. On the effective date of this Franchise Ordinance, the ambulance service license fees prescribed by Topeka City Code § 30-54(2).
- b. On the first working day recognized by the City, after January 1 of each year within the term of this Franchise Ordinance and while AMR is operating an

ambulance service pursuant to such Franchise Ordinance, the annual
registration fee for each vehicle in operation in the City as set forth in Topeka
City Code § 30-54(3) as presently provided or hereafter amended.

All fee payments made hereunder shall be made to the city treasurer.

Section 6. Insurance.

AMR shall upon the effective date of this Franchise Ordinance file with the city clerk
an insurance policy as required by Topeka City Code § 62-51 and the same shall be
approved as to form by the city attorney's office. During the term of this Franchise
Ordinance and the time AMR is providing service AMR shall maintain paid insurance
coverage according to Topeka City Code § 62-51.

Section 7. Written acceptance.

AMR shall file with the city clerk its written acceptance of the provisions of the
Franchise Ordinance within sixty (60) days after the effective date of this Franchise
Ordinance as determined by K.S.A. 12-2001.

Section 8. Remedies of City.

Nothing herein shall limit or preclude the City from seeking remedies at law or equity
in a court of competent jurisdiction for any violation by AMR of the laws of the State of
Kansas or any ordinance of the City.

Section 9. Forfeiture.

Any material and substantial fraud, misrepresentation or default of the terms, duties
and obligations imposed upon AMR by the laws of the State of Kansas, Topeka City Code
§ 62-26 through § 62-69 inclusive or by this Franchise Ordinance shall constitute grounds

for forfeiture of this nonexclusive Franchise Ordinance. The City shall notify AMR in writing of any allegation of a material and substantial fraud, misrepresentation or default and shall hold a public hearing before the Council of the City of Topeka on the merits of such allegations. Said public hearing shall be held within thirty (30) days after the notification to AMR and shall be adjudicative in character but shall not bar the rights of any parties to pursue judicial review. Within ten (10) days following the conclusion of such hearing, the Council of the City of Topeka shall act with respect to such forfeiture and shall submit a written statement to AMR. This Franchise Ordinance shall not be forfeited unless the Council of the City of Topeka finds that there has been a material and substantial fraud, misrepresentation or default on the part of AMR so as to justify a forfeiture. In such case a notice of forfeiture shall be provided to AMR. In the event this Franchise Ordinance is forfeited, AMR shall, within one hundred eighty (180) days of its receipt of notice of forfeiture, cease operation of an ambulance service hereunder.

Section 10. Surrender.

If, during the term of this Franchise Ordinance, AMR does not earn a fair rate of return upon the value of property used and useful in providing such ambulance service for a period of six (6) months; and it is determined by AMR that it would not be practical, possible or in the public interest to cure the deficiency by an increase in rates and/or a reduction in service; and AMR has complied with all applicable procedures as prescribed by the Board of County Commissioners of Shawnee County, Kansas including the giving of notice of surrender to the City; then AMR upon one hundred eighty (180) days written notice to the city clerk may elect to surrender this Franchise Ordinance and cease

operation of the ambulance service hereunder. Fair rate of return means receipt of revenues for patient charges and public funds, if any, to include the sum of operating costs, depreciation reserves, growth and development costs and management fees.

Section 11. Transfer.

All the rights and obligations of AMR, pursuant to this Franchise Ordinance, may with written approval of the Council of the City of Topeka, be transferred to a person meeting the requirements for an ambulance service, as determined by the laws and regulations of the State and the City at the time of the contemplated transfer. Any such transferee shall, without limitation, assume all the duties and obligations of AMR and AMR shall be released of all future rights, duties, and obligations arising from this Franchise Ordinance.

Section 12. Hold harmless.

AMR shall hold the City harmless for all liability, damages, costs and expenses of every kind for the payment of which the City may become liable to any person by reason of the rights and privileges herein granted and, if any action either at law or in equity, be brought against the City for damages or for any cost to the City for any fault of AMR, its servants, agents, or employees, in the operation of its ambulance service, AMR shall pay all costs, damages and expenses including costs of defense for which the City may be held liable.

Section 13. Effective date.

This Franchise Ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper in the manner prescribed

357 by law, and shall be binding upon AMR upon the filing of its written acceptance as required
358 by section 7.

359 Section 3. City of Topeka Code Appendix B, Articles VIII and XI are hereby
360 specifically repealed.

361 PASSED and APPROVED by the City Council_____.

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ATTEST:

William W. Bunten, Mayor

Iris E. Walker, City Clerk

Medevac Midamerica, Inc.

**(A wholly owned subsidiary of Medevac Medical Services, Inc.,
a wholly owned subsidiary of American Medical Response, Inc.)**

Financial Statements December 31, 2005

CAUSEY DEMGEN & MOORE INC.

Certified Public Accountants and Consultants

Suite 4650
1801 California Street
Denver, Colorado 80202-2681
Telephone: (303) 296-2229
Facsimile: (303) 296-3731
www.cdmcpa.com

Report of Independent Auditors

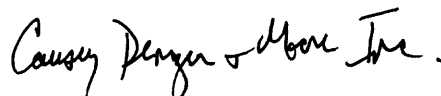
To the Management of
American Medical Response, Inc.:

We have audited the accompanying balance sheet of Medevac Midamerica, Inc. ("Company"), (a wholly owned subsidiary of Medevac Medical Services Inc., a wholly owned subsidiary of American Medical Response, Inc., a subsidiary of Emergency Medical Services L.P.) as of December 31, 2005, and the related statements of operations, of changes in shareholder's equity and of cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note 2 to the financial statements, the Company has not recorded current and deferred income taxes. The omission of this information is, in our opinion, a departure from accounting principles generally accepted in the United States of America. Management has informed us that the effects of this departure from accounting principles generally accepted in the United States of America on the financial position, results of operations and cash flows has not been determined.

In our opinion, except for the effects of not recording current and deferred income taxes as discussed in the preceding paragraph, the financial statements referred to above present fairly, in all material respects, the financial position of Medevac Midamerica, Inc. (a wholly owned subsidiary of Medevac Medical Services, Inc., a wholly owned subsidiary of American Medical Response, Inc., a subsidiary of Emergency Medical Services L.P.) as of December 31, 2005, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.



Denver, Colorado
May 25, 2006

CDM

MEDEVAC MIDAMERICA, INC.

(A wholly owned subsidiary of Medevac Medical Services, Inc.,
a wholly owned subsidiary of American Medical Response, Inc.)

Balance Sheet December 31, 2005

Assets

Current assets:

Trade and other accounts receivable (net of allowance for uncompensated care of \$395,877)	\$	639,973
Medical supplies inventory		102,547
Prepaid expenses		<u>3,042</u>
Total current assets		745,562

Property and equipment, net (Note 3)		939,647
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Non-current assets:

Deposits and other		<u>13,878</u>
Total assets	\$	<u>1,699,087</u>

Liabilities and shareholder's equity

Current liabilities:

Accrued expenses	\$	179,043
Patient refunds		<u>16,344</u>
Total current liabilities		195,387

Commitments and contingencies (Note 6)

Shareholder's equity:

Common Stock, \$.10 par value, 30,000 shares authorized, 20 shares issued and outstanding		2
Payable to parent company (Note 5)		1,200,435
Retained earnings, commencing February 1, 2005		<u>303,263</u>

Total shareholder's equity		<u>1,503,700</u>
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Total liabilities and shareholder's equity	\$	<u>1,699,087</u>
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The accompanying notes are an integral part of these financial statements.

MEDEVAC MIDAMERICA, INC.

(A wholly owned subsidiary of Medevac Medical Services, Inc.,
a wholly owned subsidiary of American Medical Response, Inc.)

Statement of Operations**For the year ended December 31, 2005**

Revenue, net of contractual provisions	\$	4,852,924
Other revenue		<u>759,265</u>
Net revenue		5,612,189
Operating expenses:		
Salaries		1,593,845
Provision for uncompensated care		1,233,622
Benefits and payroll taxes		295,015
Depreciation and amortization		253,458
Vehicle operating costs		242,417
Medical supplies		172,464
Insurance		138,882
Facilities rent and other occupancy		123,448
Other operating		65,877
Telecommunications		52,221
Professional fees		10,692
Other general and administrative		<u>93,618</u>
		<u>4,275,559</u>
Direct shared services from Parent Company (Note 5)		
Management expense		136,027
Billing services allocation		264,060
Dispatch services		287,157
Finance, human resources, information technology, purchasing and materials management, safety and risk management and business development		<u>242,263</u>
		<u>929,507</u>
Total operating expenses		5,205,066
Income from operations		407,123
Interest expense to Parent Company (Note 5)		<u>97,163</u>
Net income before taxes	\$	<u>309,960</u>

The accompanying notes are an integral part of these financial statements.

MEDEVAC MIDAMERICA, INC.

(A wholly owned subsidiary of Medevac Medical Services, Inc.,
a wholly owned subsidiary of American Medical Response, Inc.)

Statement of Changes in Shareholder's Equity For the year ended December 31, 2005

	Common Stock	Payable to Parent Company	Retained Earnings	Total Equity
Balances at December 31, 2004	\$ 2	\$ 1,370,453	\$ 37,680	\$ 1,408,135
Net income before taxes for the one month period ended January 31, 2005	-	-	6,697	6,697
Sale of Company to Emergency Medical Service L.P.	-	44,377	(44,377)	-
Net working capital advanced to Parent Company for the year ended December 31, 2005	-	(214,395)	-	(214,395)
Net income before taxes for the eleven month period ended December 31, 2005	-	-	303,263	303,263
Balances at December 31, 2005	\$ 2	\$ 1,200,435	\$ 303,263	\$ 1,503,700

The accompanying notes are an integral part of these financial statements.

MEDEVAC MIDAMERICA, INC.

(A wholly owned subsidiary of Medevac Medical Services, Inc.,
a wholly owned subsidiary of American Medical Response, Inc.)

Statement of Cash Flows

For the year ended December 31, 2005

Cash flows from operating activities:

Net income before taxes	\$	309,960
Adjustments to reconcile net income before taxes to net cash provided by operating activities:		
Depreciation and amortization		253,458
Provision for uncompensated care		1,233,622
Changes in operating assets and liabilities:		
Accounts receivable		(1,292,733)
Medical supplies		11,292
Prepaid expenses		2,023
Accrued liabilities		10,128
Patient refunds		3,284
Net cash provided by operating activities		531,034

Cash Flows from Investing Activities:

Purchase of property, plant and equipment	(303,761)
Increase in radio frequency licenses	(12,878)
Net cash used in investing activities	(316,639)

Cash Flows from Financing Activities:

Working capital advanced to Parent Company	(214,395)
Net cash used in financing activities	(214,395)
Net change in cash	-
Cash, beginning of year	-
Cash, end of year	\$ -

Supplemental cash flow information:

On February 1, 2005, the Company offset its retained earnings of \$44,377 against the payable due to its Parent Company resulting from the sale of the parent to Emergency Medical Services L.P.

The accompanying notes are an integral part of these financial statements.

Medevac Midamerica, Inc.

**(A wholly owned subsidiary of Medevac Medical Services Inc.,
a wholly owned subsidiary of American Medical Response, Inc.)**

NOTES TO FINANCIAL STATEMENTS

1. Organization and Basis of Financial Statement Presentation:

Medevac Midamerica, Inc. (the "Company") is a Missouri corporation authorized to do business in Kansas and is a wholly owned subsidiary of Medevac Medical Services, Inc. ("MMS"), a Kansas corporation, a wholly owned subsidiary of American Medical Response, Inc. ("AMR" or "Parent") and a subsidiary of Emergency Medical Services L.P. Balances and financial results of the Company are not indicative of AMR's financial position or results of operations.

The company operates an ambulance service contract with Shawnee County, Kansas. The contract, which was extended effective January 1, 2006, has a term through December 31, 2011 and can be extended up to December 31, 2016.

Except as disclosed in Note 2 (income taxes), these financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") to reflect the financial position, results of operations, and cash flows of the Company.

Corporate Structure

The Company's operations are significantly integrated with the operations of AMR. AMR was in turn, an indirect subsidiary of Laidlaw International, Inc. ("Laidlaw") through January 31, 2005 and became a subsidiary of Emergency Medical Services L.P. as of February 1, 2005. Upon the sale of AMR to Emergency Medical Services L.P., the Company recorded two "push down" accounting entries to revalue its property and equipment to net book value by netting accumulated depreciation against the historical cost basis of property and equipment and to eliminate retained earnings against the payable to Parent Company on the accompanying balance sheet.

The Company is dependent on its parent AMR, for continued financial support. It is the intent of AMR to continue to provide financial support to the Company through the year ended December 31, 2006, and fund its operating deficits, if any.

2. Significant Accounting Policies

Cash and Cash Equivalents

The Company considers all highly liquid instruments with an original maturity of three months or less to be cash equivalents.

Accounts Receivable and Concentration of Credit Risk

Accounts receivable are recorded at the invoiced amount net of contractual allowances and do not bear interest. The allowance for uncompensated care represents the difference between the allowed portion of the Company's receivables and expected collections from third-party payors and patients and does not include charity care. The Company determines the allowance based on historical write-off experience by industry and regional economic data. The Company reviews its allowance for uncompensated care monthly. Past due balances over 90 days, which amounted to \$326,616 at December 31, 2005, and accounts over a specified amount are reviewed individually for collectibility. All other balances are reviewed on a pooled basis by type of receivable. Account

Medevac Midamerica, Inc.

**(A wholly owned subsidiary of Medevac Medical Services Inc.,
a wholly owned subsidiary of American Medical Response, Inc.)**

NOTES TO FINANCIAL STATEMENTS

balances are charged off against the allowance when the Company feels it is probable the receivable will not be recovered.

During the year ended December 31, 2005, the Company derived approximately 42.5% of its net ambulance fee revenue from Medicare, 5.8% from Medicaid and 42.8% from private insurers, including prepaid health plans and other non-governmental sources, and 8.9% directly from patients.

Medical Supplies Inventory

Medical supplies inventory is valued at cost, determined on a first-in, first-out basis or market. Durable medical supplies, including stretchers, oximeters and other miscellaneous items are capitalized as inventory and expensed as used.

Property and Equipment

Property and equipment purchased prior to February 1, 2005 is stated at fair value due to the "push-down" accounting entry that was recorded to revalue the property and equipment upon the sale of AMR to Emergency Medical Services L.P. Property and equipment purchased after the sale is stated at cost. Depreciation of property and equipment is computed on a straight-line basis over their estimated useful lives, which are as follows:

Buildings and improvements	40 years
Vehicles	5 years
Medical and office equipment	5 to 10 years
Communication, computer and other equipment	3 to 5 years

Maintenance and repairs of property and equipment are charged to operations and major improvements are capitalized. Upon retirement, sale or other disposition of property and equipment, the cost and accumulated depreciation are eliminated from the accounts and any resulting gain or loss is included in operations.

Radio Frequency Licenses

Radio frequency licenses of \$12,878, which are included in deposits and other at December 31, 2005, are considered to be indefinite lived intangible assets and as such they are not amortized. The radio frequency licenses are reviewed for impairment on an annual basis.

Impairment of Long-lived Assets and Other Definite Lived Intangibles

Long-lived assets and other definite lived intangibles are assessed for impairment whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Important factors, which could trigger impairment review, include significant underperformance relative to historical or projected future operating results, significant changes in the use of the acquired assets or the strategy for the overall business, and significant negative industry or economic trends. If indicators of impairment are present, management evaluates the carrying value of long-lived assets and other definite lived intangibles in relation to the projection of future undiscounted cash flows

Medevac Midamerica, Inc.

(A wholly owned subsidiary of Medevac Medical Services Inc.,
a wholly owned subsidiary of American Medical Response, Inc.)

NOTES TO FINANCIAL STATEMENTS

of the underlying business. Projected cash flows are based on historical results adjusted to reflect management's best estimate of future market and operating conditions, which may differ from actual cash flows.

Compensated Absences

Employees can earn between 2 and 4 weeks of annual leave based on longevity of employment. Accrued paid time off in excess of 200 hours will be paid out at year end. Compensated absences as of December 31, 2005 are included in accrued liabilities in the accompanying balance sheet.

Deferred Revenue

The Company offers a membership program which allows participants use of services at a one-time annual administrative charge. The Company also receives various subsidies from governmental sources that are often received in advance of services performed. Revenue is recognized ratably over the respective service period. Deferred revenue in the amount of \$27,567 as of December 31, 2005 is included in accrued liabilities in the accompanying balance sheet.

Patient Refunds

These amounts represent overpayments on patient accounts that must be refunded.

Revenue Recognition

Revenue is recorded at rates established by agreements with the respective municipalities with contractual provisions deducted to arrive at net operating revenue.

Contractual provisions represent the difference between pre-established reimbursement rates paid by Medicare and Medicaid and those allowed under the agreement with the municipality government.

Service fees not reimbursed by other third party payors are billed to the patient. The Company establishes an allowance for the estimated amount not collectible from these parties.

Advertising expense

All costs related to marketing and advertising are expensed in the period incurred. Advertising expense amounted to \$20,513 for the year ended December 31, 2005.

Income Taxes

The Company will be included in the consolidated federal income tax return of its Parent Company. As such, the Company has not recorded current or deferred income taxes, which is a departure from GAAP. The effects of this departure from GAAP on the financial position, results of operations, and cash flows have not been determined.

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NOTES TO FINANCIAL STATEMENTS

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results, including the actual results for uncompensated care and contractual allowances, could differ from those estimates.

Insurance

AMR provides various types of insurance coverage for the Company. AMR is self-insured for health insurance coverage. The Company is charged a set percentage of budgeted revenue for insurance related expenses with additional adjustments based upon actual occurrences (see note 5 for further explanation).

Business Risks and Uncertainties

The healthcare (ambulance) industry is subject to numerous laws and regulations of federal, state and local governments. Compliance with these laws and regulations can be subject to future government review and interpretations as well as regulatory actions unknown or unasserted at the time. Recently, government activity has increased with respect to investigations and allegations concerning possible violations by health care providers of fraud and abuse statutes and regulations, which could result in the imposition of significant fines and penalties as well as significant repayments for patient services previously billed. Compliance with such laws and regulations are subject to future government review and interpretations as well as potential regulatory actions. Management of the Company has implemented procedures to identify and comply with any laws, regulations, and regulatory actions.

Except for management, all of the Company's employees are covered by a collective bargaining agreement which expires December 31, 2006. The Company expects to successfully negotiate a new agreement and union members will continue to work while the parties negotiate.

3. Property and Equipment, net

Property and equipment, net consists of the following as of December 31, 2005:

Land	\$ 128,295
Buildings and improvements	242,919
Vehicles	493,411
Medical, communications and other equipment	<u>310,911</u>
	1,175,536
Less: accumulated depreciation	<u>(235,889)</u>
Property and equipment, net	<u>\$ 939,647</u>

Depreciation expense was \$253,458 for the year ended December 31, 2005.

Medevac Midamerica, Inc.

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NOTES TO FINANCIAL STATEMENTS

4. Retirement Plan

AMR maintains 401(k) plans (the "Plans") for its employees and employees of its affiliated companies who meet the eligibility requirements set forth in the Plans. Employees may contribute a maximum of 40% of their compensation up to a maximum of \$14,000 for 2005. The Company makes matching contributions to the Plans equal to 50% of the first 6% of the participant's compensation up to a maximum of 3% of the participant's annual compensation. The Company's contributions to the Plans were \$13,151 for the year ended December 31, 2005, which are included in Benefits and payroll taxes in the Statement of Operations.

5. Transactions with Related Parties

Revenue receipts are deposited in cash accounts maintained by AMR. Cash is disbursed from accounts owned by AMR to cover expenses incurred by the Company. AMR processes the accounts payable, accounts receivable, and the payroll transactions for the Company, which results in charges through the intercompany account.

In the normal course of business, a related party allocation is made to AMR's subsidiaries, including the Company, for the payment of various support functions, including salaries, payroll, related benefits and other charges. This allocation is based on the Company's number of transports, and can vary from year to year, based upon AMR's corporate cost incurred. The Company was allocated \$136,027 for the year ended December 31, 2005, related to these support functions.

A related party fee for billing-related functions was charged to the Company based on the Company's number of transports and amounted to \$264,060 for the year ended December 31, 2005.

A related party fee for dispatch services was also charged to the Company based on the Company's number of transports and amounted to \$287,157 for the year ended December 31, 2005.

Other related party charges of \$242,263 for the year ended December 31, 2005, include costs for finance, human resources, information technology, business development and an allocation of insurance expense based on set percentages of budgeted revenue and additional adjustments based upon actual occurrences for the following coverages: workers' compensation, vehicle, general liability and malpractice.

The activity between the Company and AMR resulted in working capital advanced to the Parent Company of \$214,395 during the year and a net payable due to AMR of \$1,200,435 at December 31, 2005. At December 31, 2005, this balance has been reflected as a component of equity since the Company does not expect to pay the liability, which is primarily a result of net cash transfers between the Company and AMR. In addition, the Company was charged interest by AMR of \$97,163 for the year ended December 31, 2005, relating to this related party balance. The average interest rate was 8.19% for the year ended December 31, 2005. As a result of the net transfers between the Company and AMR, the company's intercompany balance due to the parent was decreased by \$170,018 during the year ended December 31, 2005, which included an increase in

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NOTES TO FINANCIAL STATEMENTS

the payable in the amount of \$44,377 due to the sale of the Parent Company to Emergency Medical Services L.P. as discussed in Note 1.

6. Commitments and Contingencies

The Company, like other Medicare and Medicaid providers, is subject to government audits of its Medicare and Medicaid reimbursement claims. Accordingly, retroactive revenue adjustments from these programs could occur. The Company is also subject to the Medicare and Medicaid fraud and abuse laws, which prohibit any bribe, kickback or rebate in return for referral of Medicare or Medicaid patients. Violation of these prohibitions may result in civil and criminal penalties and exclusion from participation in the Medicare and Medicaid programs. The Company has programs in place to assure substantial compliance with these laws.

In the normal course of operations, the Company is named as a defendant in lawsuits and is subject to periodic examinations by regulatory agencies. Management is of the opinion that liabilities, if any, arising from such litigation and examinations would not have a material affect on the Company's financial position, result of operations, or cash flows.

Lease Commitments

The Company leases facilities under agreements that expire at various dates through December 2006. Total rent expense was \$37,452 for the year ended December 31, 2005. Future non-cancelable minimum lease payments for these facilities total \$20,904 for the year ended December 31, 2006.

Shawnee County Contract

The Company has an agreement with Shawnee County to provide emergency ambulance services through December 31, 2011, and the agreement can be extended up to December 31, 2016. The agreement requires the Company to maintain ambulance vehicles, equipment, and staff trained and authorized to perform basic and advanced life support services. The Company is also required to maintain liability insurance in minimum coverage amounts as specified in the agreement. Management believes, for the year ended December 31, 2005, it was in compliance with the terms of the agreement.



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 12, 2006

+ Back Print

DATE: December 5, 2006
CONTACT PERSON: Ken Benjamin (8-0141) **DOCUMENT #:**
SECOND PARTY/SUBJECT: Labor Agreement (IAFF) **PROJECT #:**
CATEGORY/SUBCATEGORY 007 Contracts and Amendments/019 Purchase of Land
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

A COMMUNICATION authorizing the City Manager to approve an amendment to the existing 2002-2004 contract between the City of Topeka and the International Association of Firefighters Local 83 relating to wages for 2005 and 2006, as well as a revised contract incorporating certain changes in the terms and conditions of employment, including wages, for the period January 2007 to January 2009.

(Approval will authorize disbursement of retroactive wage increases and implementation of a new Agreement.)

POLICY ISSUE:

Whether it is in the best interests of both the City and the Firefighters to convert existing add-pay benefits into base salary wage adjustments over a two-year period, in addition to changes in various work assignment, promotion policy, and other administrative matters.

STAFF RECOMMENDATION:

Approval.

BACKGROUND:

The City and Local 83 have had no current, negotiated contract since 2004. Recent mediation has resulted in a four-year (two past and two forward) resolution of all issues considered, including retroactive wages for 2005 and 2006 of 1.5% and 3.1%, respectively. Aggregate increases of 5.4% in 2007 and 5.0% in 2008, distributed in varying amounts to achieve rank separation equivalency, would take the overall four year total to 15.0%. Partially offsetting this would be the phasing out of fire medic, food, and clothing allowances, along with changes in overtime pay and the number of holidays. Among other non-budget provisions affected are medical certification, personal leave days, approval of shift exchanges, temporary assignment to management positions, and establishment of promotion dates.

BUDGETARY IMPACT:

\$831,409 in retroactive pay for 2005 and 2006; \$718,000 in salary increases for 2007 and \$702,000 for 2008.

SOURCE OF FUNDING:

General Fund.

Item #18

For 2006, the Fire Department may exceed its budget by approximately \$150,000 to \$180,000 to cover the increase from

2005.

For 2007, the proposed increase would be partially offset by reductions in the add pay categories and other changes in the contract. Since the approved budget funded only a 2.0 percent increase, it is estimated that additional funds of up to \$200,000 would need to be added to the Departmental Budget for 2007.

The contract, if approved, would be funded in the Department's 2008 Budget, which is yet-to-be-authorized.

ATTACHMENTS:

[IAFF Executive Summary](#)

[Fire Amendment2](#)

[Fire Contract 2007](#)

[Fire contract Final](#)

EXECUTIVE SUMMARY

[Highlighting Code in Body of Contract: Strikethrough = language proposed to be deleted; Bold = language proposed to be added; Italics = language carried over from 2002 and 2005 amendments; Double strikethrough = language removed by 2002 or 2005 amendment.]

1. On page 1, paragraph 2, changes conforming the non-discrimination clause to that adopted by the City Council on November 26, 2004.
2. On page 2, last line, language clarifying that only new positions within the bargaining unit require Union consultation.
3. On page 13, top, deletion of the obsolete requirement that Investigators be called to all fires (because they are now on 24-hour shifts to have continual coverage).
4. On pages 13 through 16, deletion of the old and substitution of the new Work Cycle and Kelly Day schedules for 2007 and 2008.
5. On page 19, deletion of redundant language on lines 6-7 and grammatical changes on lines 16 and 18.
6. On page 20, line 15, correction of an Article reference.
7. On page 21, lines 1-2, clarifying language regarding emergency transfers.
8. On page 21, lines 5-15, deletions and additions of language to establish a new requirement that shift exchanges be approved through the chain of command to the Shift Commander level or above, in replacement of the existing practice of allowing such approvals by company officers.
9. On page 22, an increase in the Mileage Reimbursement from \$.32 to \$.40 per mile, with specified quarterly request dates and form requirements
10. On pages 25 and 26, technical corrections in the vacation rate calculations to conform to the actual total hours authorized based on years of service.
11. On page 29, line 7, insertion of the word "Fire" before "Investigators" for clarification purposes.
12. On page 30, last line, and page 31, first line, updating of a Deputy Chief title.
13. On page 31, lines 15-16, exception language referencing the forfeiture of vacation accruals if two weeks' notice is not given prior to a resignation under Article 6, Section 5.
14. On page 33, line 5, deletion of the old year references and on line 8, removal of the President's Day holiday to conform to what other City employees receive.
15. On page 34, line 2, new language adding the category of "on approved leave with substitute" to those situations qualifying for Holiday Pay.

16. On page 42, lines 2, 3, 5, 17, and 20, updating of title references to the City Manager.
17. On page 44, lines 8 through 15, new language changing the incentive bonus policy relative to non-use of Sick Leave from the current one days' compensation to the new one day off for each qualifying four-month period.
18. On page 44, last three lines, new language providing that employees have one year from date of accrual to use the bonus day off referenced in item #17 above.
19. On page 45, a new Section establishing a medical certification upon return to work requirement for twenty-four hour employees absent more than two, or eight-hour employees absent more than three, consecutive shifts.
20. On pages 49, line 4, clarification that "required" court appearance means "subpoenaed."
21. On page 51, lines 6-7, clarification that a pay stub, submitted within 30 days of a return to duty, will constitute proof of service for military leave purposes.
22. On page 51, lines 12-13 and 16, further updating of title references to the City Manager.
23. On page 53, bottom half of page, language spelling out the conditions for use of Family and Medical Leave.
24. On page 55, line 1, a change in the testing requirement for air quality on all high pressure (breathing) air compressors from once a year to quarterly.
25. On page 55, line 16, removal of a Wildland Fire Jumpsuit from the list of necessary Safety Equipment.
26. On page 56, lines 4-5, language clarifying that the Fire Chief shall evaluate and respond back to the Safety Committee, rather than make a "decision," regarding their recommendations.
27. On page 57, lines 4-6, deletion of outdated language referencing wage tables from prior years.
28. On page 57, Subsections A and B, modified language setting forth the overall aggregate base salary increases for 2007 and 2008 of 5.4% and 5.0%, respectively, along with criteria as to how those increases will be applied among the ranks in order to achieve equivalence of separation and a stipulation that the effective dates will be the first day of the first full pay period each year.
29. On page 58, deletion of outdated Subsection C relative to a past compensation study.
30. On pages 59 through 62, deletion of old (2002-2003) wage tables and insertion of new ones for 2007 and 2008.
31. On page 63, first paragraph, a new Subsection A and definition of "Call-Back."
32. On page 63, paragraph two, a change in call-back pay from double time to time-and-a-half, but increasing the minimum from two to three hours while clarifying that employees are limited to one call-back period per voluntary list rotation.

33. On page 63 last four lines, and page 64, first four lines, language stipulating that a request to add or remove a name from the voluntary call-back list will be made to the Shift Commander, with subsequent action thereon being taken within three working days.
34. On page 64, first full paragraph, a clarification that when 24-hour firefighters are called back for shift coverage, the calling will be done by the Shift Commander, Battalion Chief, or designee.
35. On page 64, third full paragraph, new language providing that the mandatory call-back list will be implemented when staffing needs are not met through the voluntary procedure.
36. On page 64, third line from bottom, through line two of the next page, a new (reformatted) Subsection B clarifying that 24-hour employees who are held over on a shift are entitled to time-and-a-half for the additional hours worked.
37. On page 65, line 4, a new (reformatted) Subsection C, Overtime for Eight (8) Hour Employees.
38. On page 65, lines 7-9, removal of the provision that Investigators are entitled to double time for overtime, followed on lines 10-20 by a designation of the types of activities which qualify for a one-hour overtime minimum for eight hour employees.
39. On page 66, first full paragraph, a clarification that employees absent due to authorized leave are nevertheless eligible for overtime when working in excess of a twenty-four shift due to Holdover or Call-Back.
40. On page 66, third full paragraph, a clarification that 24-hour employees who work while off duty for other than staffing apparatus shall receive time-and-a-half with a one hour minimum.
41. On page 66, last full paragraph, a provision that off-duty personnel used for the types of activities previously referenced in item 38 above shall be scheduled on the basis of qualification, availability, interest, and need.
42. On page 67, first paragraph, a provision that when the back-filling of positions is necessary due to use of on-duty personnel for specialized functions, the call-back list and procedures shall be utilized.
43. On page 67, line 9, a relocated and renumbered Section 3 on Standby.
44. On page 67, line 16, a clarification that employees required to be on Standby shall be provided a Fire Department vehicle, if available, at the Chief's discretion.
45. On page 68, lines 11-20, a phasing out of the Fire Medic Pay incentive (since it is now a condition of employment).
46. On page 68, line 10, a renumbered Section 4, which on the last line of the page is entitled "Advanced Education Compensation."
47. On page 69, lines 1-9, a change in the Advanced Education Compensation to have it apply to any Associates, Bachelors, or Masters Degree and making the latter of those eligible for \$30 per month in additional pay (with continuation of the \$20 for Associates or \$25 for Bachelors).

48. On page 71, lines 10-16, a removal of the current provision for a Meal Allowance.
49. On page 71, bottom line and third line from the bottom, an updating of the designation of Suppression Chief to "Battalion Chief."
50. On page 72, lines 1-17, modified and new language changing the current practice of only the most senior Captain filling in as a Battalion Chief to that of the most qualified and available of the four most senior Captains, with a provision that a company officer in that category may opt-out of the selection pool.
51. On pages 72-75, the relocating, renumbering, and re-titling of overtime-related provisions that will now appear earlier in the Article.
52. On page 75, line 4, a sequential renumbering of "Compensatory Time" to Section 9.
53. On page 76, line 1, a sequential renumbering of "Uniforms" to Section 10.
54. On pages 76-78, changes in the uniform issue categories to that of Suppression and Training, Inspection and Public Education Officers, and Investigators, with the appropriate attire for each listed thereunder.
55. On page 78, line 16, through page 79, line 2, a phasing out of the current provision for reimbursement of uniform purchases, followed on page 79, lines 5-9, with substitution of a new Departmental Repair and Replacement policy.
56. On page 79, line 10, a redesignation of the "Standards" subsection from "D" to "E" and deletion of the no longer applicable word "Purchase."
57. On page 79, line 16, a sequential renumbering of "Firearms" to Section 11.
58. On page 80, line 7, a sequential renumbering of "Funeral Expense" to Section 12.
59. On page 80, line 10, a sequential renumbering of "SCBA Technician" to Section 13, followed on lines 12 through 14 by a clarification of the duties of a Fire Equipment Repair Technician.
60. On page 81, line 8, the addition of Fire Investigators to the category of 24-hour personnel not required to perform routine maintenance on buildings and grounds.
61. On page 83, line 16, a clarification that special interest courses completed by examination only, whether for credit or not, will not be eligible for reimbursement by the City.
62. On page 87, second line from bottom; again on page 88, last line; and finally on page 89, line 1, an updating of terminology from "Personnel Division" or "Personnel Director" to that of "Human Resources Department" and "Director of Human Resources."
63. On page 96, line 13, an updating of the title reference to "City Manager."
64. On page 105, line 18, through page 106, line 10, a new subsection outlining the new method for determining the promotional status and placement of an Advanced Firefighter, Apparatus

Operator, or Lieutenant who has not successfully complete an advancement examination, essentially providing that when the exam is passed the promotion eligibility will be with that group, with the order therein being determined by seniority.

65. On page 107, line 4, the addition of SOP's and SOG's to the categories of rules and regulations which will be provided to the Union for input before they are presented in final form for implementation.
66. On page 107, line 5, a further updating of the title reference to "City Manager."
67. On page 108, lines 13-16, elimination of the provision for reimbursement of monthly fees or payroll deduction for the Wellness Center.
68. On page 129, lines 3 and 4, a change in the effective dates of the contract to make it run from January 1, 2007 to the first day of the first full pay period in January 2009.
69. On page 129, line 13, a change in the duration language of the contract from "until a new agreement is reached" to "until a new contract is implemented;" and
70. On page 129, lines 14-17, a removal of the unilateral re-opener clauses such that any part of the new contract can be reviewed and/or revised during its term only by mutual consent of both parties.

CITY OF TOPEKA CONTRACT NO. _____

AMENDMENT

CITY OF TOPEKA CONTRACT NO. 31228

THIS AGREEMENT, entered into this _____ day of _____ 2006, is by and between the Governing Body of the City of Topeka, a duly organized Municipal Corporation hereinafter referred to as the "Employer," and the International Association of Firefighters (IAFF) Local #83, hereinafter referred to as the "Union."

WHEREAS the Employer and the Union have previously entered into City of Topeka Contract No. 31228, dated July 10, 2001, as twice amended by Agreements entered into on November 19, 2002 and March 15, 2005, Contracts No. 32618 and 35060, respectively, providing for the employment relationship between the Employer and the Union; and

WHEREAS the parties hereto desire to amend the provisions of said continued-in-effect Contract to retroactively establish wage rate adjustments for the years 2005 and 2006;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE TO AMEND THE PROVISIONS OF CITY OF TOPEKA CONTRACT NO. 31228, AS AMENDED, AS FOLLOWS:

1. **ARTICLE 15, WAGES, Section 1**, shall be amended by on page 51, immediately after the existing Subsections A, B, and C, adding new Subsections D and E as follows:

D. In calendar year 2005, there shall be an across-the-board increase of one and one-half percent (1.5%) in base wage rates, effective January 1, 2005, for IAFF-represented employees in the Topeka Fire Department (See Wage Table C).

E. In calendar year 2006, there shall be an across-the-board increase of three and one-tenth percent (3.1%) in base wage rates, effective January 1, 2006, for IAFF-represented employees in the Topeka Fire Department (See Wage Table D).

2. **ARTICLE 15, WAGES, Section 1**, shall be amended by after page 53, immediately following the existing WAGE TABLE (B), inserting new WAGE TABLES (C) and (D) as follows:

WAGE TABLE (C)
EFFECTIVE PAY 01/01/05

TITLE	PERCENT INCREASE	HOURLY	BIWEEKLY	MONTHLY
FIREFIGHTER 3rd CLASS	1.5%	10.8795	\$ 1,161.93	\$ 2,517.51
FIREFIGHTER 2nd CLASS	1.5%	12.7171	\$ 1,358.19	\$ 2,942.75
FIREFIGHTER 1st CLASS	1.5%	13.2992	\$ 1,420.36	\$ 3,077.44
ADVANCED FIREFIGHTER	1.5%	15.2827	\$ 1,632.19	\$ 3,536.41
APPARATUS OPERATOR	1.5%	16.3865	\$ 1,750.07	\$ 3,791.83
LIEUTENANT	1.5%	17.3123	\$ 1,848.96	\$ 4,006.08
CAPTAIN	1.5%	19.8853	\$ 2,123.75	\$ 4,601.45
INSPECTOR I	1.5%	23.1119	\$ 1,848.95	\$ 4,006.05
INSPECTOR II	1.5%	23.8469	\$ 1,907.75	\$ 4,133.47
INSPECTOR III	1.5%	26.5469	\$ 2,123.75	\$ 4,601.47
TRAINING OFFICER I	1.5%	17.3123	\$ 1,848.96	\$ 4,006.08
TRAINING OFFICER II	1.5%	17.8628	\$ 1,907.75	\$ 4,133.45
TRAINING OFFICER III	1.5%	19.8853	\$ 2,123.75	\$ 4,601.45
INVESTIGATOR I	1.5%	17.3123	\$ 1,848.96	\$ 4,006.08
INVESTIGATOR II	1.5%	17.8628	\$ 1,907.75	\$ 4,133.45
INVESTIGATOR III	1.5%	19.8853	\$ 2,123.75	\$ 4,601.45
PUBLIC EDUCATION OFFICER I	1.5%	23.1119	\$ 1,848.95	\$ 4,006.05
PUBLIC EDUCATION OFFICER II	1.5%	23.8469	\$ 1,907.75	\$ 4,133.47
PUBLIC EDUCATION OFFICER III	1.5%	26.5469	\$ 2,123.75	\$ 4,601.47
COMMUNICATION OFFICER I	1.5%	23.1119	\$ 1,848.95	\$ 4,006.05
COMMUNICATION OFFICER II	1.5%	23.8469	\$ 1,907.75	\$ 4,133.47
COMMUNICATION OFFICER III	1.5%	26.5469	\$ 2,123.75	\$ 4,601.47

WAGE TABLE (D)
EFFECTIVE PAY 01/01/06

TITLE	PERCENT INCREASE	HOURLY	BIWEEKLY	MONTHLY
FIREFIGHTER 3rd CLASS	3.1%	11.2167	\$ 1,197.95	\$ 2,595.55
FIREFIGHTER 2nd CLASS	3.1%	13.1114	\$ 1,400.29	\$ 3,033.97
FIREFIGHTER 1st CLASS	3.1%	13.7115	\$ 1,464.39	\$ 3,172.85
ADVANCED FIREFIGHTER	3.1%	15.7564	\$ 1,682.79	\$ 3,646.03
APPARATUS OPERATOR	3.1%	16.8944	\$ 1,804.33	\$ 3,909.37
LIEUTENANT	3.1%	17.8490	\$ 1,906.28	\$ 4,130.27
CAPTAIN	3.1%	20.5017	\$ 2,189.58	\$ 4,744.10
INSPECTOR I	3.1%	23.8283	\$ 1,906.27	\$ 4,130.24
INSPECTOR II	3.1%	24.5862	\$ 1,966.89	\$ 4,261.60
INSPECTOR III	3.1%	27.3699	\$ 2,189.59	\$ 4,744.11
TRAINING OFFICER I	3.1%	17.8490	\$ 1,906.28	\$ 4,130.27
TRAINING OFFICER II	3.1%	18.4165	\$ 1,966.89	\$ 4,261.58
TRAINING OFFICER III	3.1%	20.5017	\$ 2,189.58	\$ 4,744.10
INVESTIGATOR I	3.1%	17.8490	\$ 1,906.28	\$ 4,130.27
INVESTIGATOR II	3.1%	18.4165	\$ 1,966.89	\$ 4,261.58
INVESTIGATOR III	3.1%	20.5017	\$ 2,189.58	\$ 4,744.10
PUBLIC EDUCATION OFFICER I	3.1%	23.8283	\$ 1,906.27	\$ 4,130.24
PUBLIC EDUCATION OFFICER II	3.1%	24.5862	\$ 1,966.89	\$ 4,261.60
PUBLIC EDUCATION OFFICER III	3.1%	27.3699	\$ 2,189.59	\$ 4,744.11
COMMUNICATION OFFICER I	3.1%	23.8283	\$ 1,906.27	\$ 4,130.24
COMMUNICATION OFFICER II	3.1%	24.5862	\$ 1,966.89	\$ 4,261.60
COMMUNICATION OFFICER III	3.1%	27.3699	\$ 2,189.59	\$ 4,744.11

3. All other terms and conditions of City of Topeka Contract No. 31228, as amended, shall remain in full force and effect until superseded by a new contractual agreement.

**DATED AND ACKNOWLEDGED THIS _____ DAY OF _____ 2006 IN
THE CITY OF TOPEKA, KANSAS, BY:**

Bob Wing, President
Kansas State Council of Firefighters

Ken Benjamin
Labor Relations Director, City of Topeka

Captain Kent W. Dederick
President, Local 83

Howard H. Giles
Fire Chief

Harold T. Wilson, Jr.
Vice President, Local 83

David M. Sterbenz
Deputy Chief

Lieutenant Randall S. Phillips
Treasurer, Local 83

Kathy M. Petty
Deputy Chief

Dennis E. Weikel
Secretary, Local 83

Rick J. Pardee
Shift Commander

ATTEST:

Brenda Younger
Interim City Clerk

Norton N. Bonaparte, Jr.
City Manager

[Code for Edited Contract Changes:

Double Strikethrough	= Deletion from 2002 or 2005 Amendment
<i>Italics</i>	= Addition from 2002 or 2005 Amendment
Single Strikethrough	= Proposed Deletion for 2007-2008 Revision
Bold (except titles)	= Proposed Addition for 2007-2008 Revision]

AGREEMENT BETWEEN CITY OF TOPEKA

AND

THE INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS, LOCAL NO. 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 No. 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, ~~handicap~~, **disability**, creed, ~~sex~~, **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 No. 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**.

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 No. 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 FIREFIGHTER'S ASSOCIATION

6 (six) Local #83 Bargaining Unit Members

KANSAS STATE COUNCIL OF FIREFIGHTER'S

4 (four) Local #83 Bargaining Unit Members

IAFF BI-ANNUAL CONVENTION

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.

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 No. 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 may be granted by the Fire Chief, or his/her designee, to members of the Local No. 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 No. 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 No. 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 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 216 (two hundred and sixteen) 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 216 may be granted to the Union President with the approval of the Fire Chief or his/her designee.

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, ~~with the exception of Investigators~~ 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.

~~Investigators may work a flexible work schedule as determined by the appropriate member of management. Investigators work schedules may vary to allow for those job related duties. Working hours will be monitored by the appropriate member of management.~~

Investigators shall be called, when available, to all fires that are determined to need investigation beyond that which can be done by the company officer or Suppression Chief in charge of that fire.

Section 2. Work Cycles.

WORK CYCLE	K-DAY NO.	PERIOD (01/17/02 – 12/31/04)	CYCLE DURATION	MAXIMUM HOURS	K-DAY HOURS
#1 #2	1	17 JAN 02 thru 12 FEB 02 13 FEB 02 thru 11 MAR 02	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#3 #4	2	12 MAR 02 thru 07 APR 02 08 APR 02 thru 04 MAY 02	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#5 #6	3	05 MAY 02 thru 31 MAY 02 01 JUN 02 thru 27 JUN 02	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#7 #8	4	28 JUN 02 thru 24 JUL 02 25 JUL 02 thru 20 AUG 02	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#9 #10	5	21 AUG 02 thru 16 SEP 02 17 SEP 02 thru 13 OCT 02	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#11 #12	6	14 OCT 02 thru 09 NOV 02 10 NOV 02 thru 06 DEC 02	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#13 #14	7	07 DEC 02 thru 02 JAN 03 03 JAN 03 thru 29 JAN 03	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#15 #16	8	30 JAN 03 thru 25 FEB 03 26 FEB 03 thru 24 MAR 03	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#17 #18	9	25 MAR 03 thru 20 APR 03 21 APR 03 thru 17 MAY 03	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#19 #20	10	18 MAY 03 thru 13 JUN 03 14 JUN 03 thru 10 JUL 03	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#21 #22	11	11 JUL 03 thru 06 AUG 03 07 AUG 03 thru 02 SEP 03	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS

WORK CYCLE	K-DAY NO.	PERIOD (01/17/02 – 12/31/04)	CYCLE DURATION	MAXIMUM HOURS	K-DAY HOURS
#23 #24	12	03-SEP-03 thru 29-SEP-03 30-SEP-03 thru 26-OCT-03	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#25 #26	13	27-OCT-03 thru 22-NOV-03 23-NOV-03 thru 19-DEC-03	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#27 #28	14	20-DEC-03 thru 15-JAN-04 16-JAN-04 thru 11-FEB-04	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#29 #30	15	12-FEB-04 thru 09-MAR-04 10-MAR-04 thru 05-APR-04	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#31 #32	16	06-APR-04 thru 02-MAY-04 03-MAY-04 thru 29-MAY-04	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#33 #34	17	30-MAY-04 thru 25-JUN-04 26-JUN-04 thru 22-JUL-04	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#35 #36	18	23-JUL-04 thru 18-AUG-04 19-AUG-04 thru 14-SEP-04	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#37 #38	19	15-SEP-04 thru 11-OCT-04 12-OCT-04 thru 07-NOV-04	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS
#39 #40	20	08-NOV-04 thru 04-DEC-04 05-DEC-04 thru 31-DEC-04	27 DAYS 27 DAYS	204 HOURS 204 HOURS	24 HOURS

WORK CYCLE	K-DAY NO.	Period 01/01/05 – 01/27/06			CYCLE DURATION	MAXIMUM HOURS	K-DAY HOURS
#1		1/Jan	thru	27/Jan	27-DAYS	204 HOURS	24
#2	#1	28/Jan	thru	23/Feb	27-DAYS	204 HOURS	HOURS
#3		24/Feb	thru	22/Mar	27-DAYS	204 HOURS	24
#4	#2	23/Mar	thru	18/Apr	27-DAYS	204 HOURS	HOURS
#5		19/Apr	thru	15/May	27-DAYS	204 HOURS	24
#6	#3	16/May	thru	11/Jun	27-DAYS	204 HOURS	HOURS
#7		12/Jun	thru	8/Jul	27-DAYS	204 HOURS	24
#8	#4	9/Jul	thru	4/Aug	27-DAYS	204 HOURS	HOURS
#9		5/Aug	thru	31/Aug	27-DAYS	204 HOURS	24
#10	#5	1/Sep	thru	27/Sep	27-DAYS	204 HOURS	HOURS
#11		28/Sep	thru	24/Oct	27-DAYS	204 HOURS	24
#12	#6	25/Oct	thru	20/Nov	27-DAYS	204 HOURS	HOURS
#13		21/Nov	thru	17/Dec	27-DAYS	204 HOURS	24
#14	#7	18/Dec	thru	13/Jan	27-DAYS	204 HOURS	HOURS

WORK CYCLE	K-DAY NO.	Period			CYCLE DURATION	MAXIMUM HOURS	K-DAY HOURS
		01/28/06 - 01/26/07					
#15		14/Jan	thru	9/Feb	27 DAYS	204 HOURS	24
#16	#8	10/Feb	thru	8/Mar	27 DAYS	204 HOURS	HOURS
#17		9/Mar	thru	4/Apr	27 DAYS	204 HOURS	24
#18	#9	5/Apr	thru	1/May	27 DAYS	204 HOURS	HOURS
#19		2/May	thru	28/May	27 DAYS	204 HOURS	24
#20	#10	29/May	thru	24/Jun	27 DAYS	204 HOURS	HOURS
#21		25/Jun	thru	21/Jul	27 DAYS	204 HOURS	24
#22	#11	22/Jul	thru	17/Aug	27 DAYS	204 HOURS	HOURS
#23		18/Aug	thru	13/Sep	27 DAYS	204 HOURS	24
#24	#12	14/Sep	thru	10/Oct	27 DAYS	204 HOURS	HOURS
#25		11/Oct	thru	6/Nov	27 DAYS	204 HOURS	24
#26	#13	7/Nov	thru	3/Dec	27 DAYS	204 HOURS	HOURS
#27		4/Dec	thru	30/Dec	27 DAYS	204 HOURS	24
#28	#14	31/Dec	thru	26/Jan	27 DAYS	204 HOURS	HOURS

WORK CYCLE	K-DAY NO.	Period 01/27/07 - 02/08/08		CYCLE DURATION	MAXIMUM HOURS	K-DAY HOURS
#1	#1	27/Jan	thru 22/Feb	27 DAYS	204 HOURS	24 HOURS
#2		23/Feb	thru 21/Mar	27 DAYS	204 HOURS	
#3	#2	22/Mar	thru 17/Apr	27 DAYS	204 HOURS	24 HOURS
#4		18/Apr	thru 14/May	27 DAYS	204 HOURS	
#5	#3	15/May	thru 10/Jun	27 DAYS	204 HOURS	24 HOURS
#6		11/Jun	thru 7/Jul	27 DAYS	204 HOURS	
#7	#4	8/Jul	thru 3/Aug	27 DAYS	204 HOURS	24 HOURS
#8		4/Aug	thru 30/Aug	27 DAYS	204 HOURS	
#9	#5	31/Aug	thru 26/Sep	27 DAYS	204 HOURS	24 HOURS
#10		27/Sep	thru 23/Oct	27 DAYS	204 HOURS	
#11	#6	24/Oct	thru 19/Nov	27 DAYS	204 HOURS	24 HOURS
#12		20/Nov	thru 16/Dec	27 DAYS	204 HOURS	
#13	#7	17/Dec	thru 12/Jan	27 DAYS	204 HOURS	24 HOURS
#14		13/Jan	thru 8/Feb	27 DAYS	204 HOURS	

WORK CYCLE	K-DAY NO.	Period 02/09/08 - 02/23/09		CYCLE DURATION	MAXIMUM HOURS	K-DAY HOURS
#15	#8	9/Feb	thru 6/Mar	27 DAYS	204 HOURS	24 HOURS
#16		7/Mar	thru 2/Apr	27 DAYS	204 HOURS	
#17	#9	3/Apr	thru 29/Apr	27 DAYS	204 HOURS	24 HOURS
#18		30/Apr	thru 26/May	27 DAYS	204 HOURS	
#19	#10	27/May	thru 22/Jun	27 DAYS	204 HOURS	24 HOURS
#20		23/Jun	thru 19/Jul	27 DAYS	204 HOURS	
#21	#11	20/Jul	thru 15/Aug	27 DAYS	204 HOURS	24 HOURS
#22		16/Aug	thru 11/Sep	27 DAYS	204 HOURS	
#23	#12	12/Sep	thru 8/Oct	27 DAYS	204 HOURS	24 HOURS
#24		9/Oct	thru 4/Nov	27 DAYS	204 HOURS	
#25	#13	5/Nov	thru 1/Dec	27 DAYS	204 HOURS	24 HOURS
#26		2/Dec	thru 28/Dec	27 DAYS	204 HOURS	
#27	#14	29/Dec	thru 24/Jan	27 DAYS	204 HOURS	24 HOURS
#28		25/Jan	thru 20/Feb	27 DAYS	204 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, ~~or a maximum of two (2) years~~, 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 their~~ **his/her** salary falls in line with the established rate for the classification in suppression to which they are assigned). ~~F~~following ~~which~~ **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. 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 7 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** to the position for which the bargaining unit member is qualified. Pay shall be continued at the Specialty salary rate.

Section 4. Major Transfers. The City agrees to make all major transfers during the first two (2) weeks of January whenever possible.

Section 5. Shift Exchange. Employees shall, with the **prior** approvals of the ~~Suppression~~ **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. ~~A company officer may approve exchanges of up to twelve (12) hours in length. Any exchanges shall be reported by the company officer to the appropriate member of management.~~ **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. 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 at the rate currently paid by the City, not to be less than ~~thirty-two~~ **forty** cents (\$~~.32~~ **40**) per mile. Requests for reimbursement shall be submitted on **the Miscellaneous Reimbursement** forms 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 15th
	Apr – Jun:	Jul 15th
	Jul – Sep:	Oct 15th
	Oct – Dec:	Jan 15th

ARTICLE 6

VACATION

Section 1. Definitions. A four (4) hour vacation shall be any consecutive four (4) hour period except that no four (4) hour vacation may commence after 8:00 p.m.

One half (1/2) day vacation shall be a twelve (12) hour scheduled working period from either 7:00 a.m. to 7:00 p.m. or 7:00 p.m. to 7:00 a.m.

One (1) day vacation shall be a twenty-four (24) hour scheduled working period from 7:00 a.m. to 7:00 a.m.

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. ~~Eight (8) hour personnel vacation shall be determined as follows:~~

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 3.69~~26~~ 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 4.61~~56~~ 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 5.53~~96~~ 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 6.46~~2364~~ 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 7.38~~54~~ 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 8.30~~84~~ 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 9.2324 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 3.4. 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 4. Carry Over.** The maximum carry over from year to year for any bargaining unit member shall be 360 hours for twenty-four (24) hour personnel and 240 hours for eight (8) hour personnel except as follows:~~

~~If a bargaining unit member is unable to use vacation as the result of a verified job related incapacitation and such inability to use vacation would cause the member to lose vacation time, he/she shall be entitled to carry over vacation in excess of the regular vacation carry over provision.~~

~~Use of maximum carry over vacation, as defined in paragraphs one and two above, will be drawn in the manner as regularly accrued vacation time.~~

~~In the event that any employee should carry over more than the maximum number of days allowed, management at their sole discretion shall select one of two options for the employee:~~

- ~~1. Management shall assign the vacation day/s in excess of the allowed carry over, or;~~
- ~~2. Management shall pay the employee for the vacation day/s in excess of the allowed carry over.~~

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. All vacation selections of less than 1/2 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.

If a member from a company that has no member on vacation on that day requests vacation, such member shall have priority over any member in another company requesting vacation if a member of that company has

vacation scheduled on that day. Members requesting vacation under the provisions of this section must report to their company by 7:00 a.m., and at that time the Suppression Chief may grant the second person vacation if manning is sufficient throughout the Fire Department. This will be done on a first come basis, provided manning is sufficient throughout the Fire Department.

Twenty-four (24) hour 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. ~~Deputy Chief of Operation (when available)~~, 3rd. Shift Commander.

*Twenty-four (24) hour Investigators shall submit time away from work forms for approval to: 1st. Deputy Chief of ~~Fire Prevention~~ **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 ~~plus payment for any carry over vacation permitted in this provision.~~ **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.

~~Effective January 1, 1978, all firefighters who were employed by the City of Topeka for one (1) year or more before receiving their first vacation shall be entitled to receive pay for not more than fifteen (15) working days as compensation for vacation earned but not used during previous employment years. (Eight hour personnel shall be entitled to not more than twenty five (25) working days.) In addition, the employees shall receive compensation for unused vacation, if any, which accrued during the year of termination, voluntary or involuntary, or death or retirement, including any carry over vacation permitted under the section entitled "Carry over Vacation".~~

~~Payment under this provision shall be made to the employee in a lump sum on his/her termination, voluntary or involuntary, or death or retirement. In the event of the employee's death, the payment shall be made to his/her beneficiary.~~

~~Compensation shall be paid on the basis of the employee's salary at the time of termination, voluntary or involuntary, or death or retirement.~~

~~It is understood and agreed ... that this provision of article 6, section 7 will no longer apply after payment is made to those firefighters.~~

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:

~~2002, 2003 & 2004~~

New Year's Day - January 1

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

~~President's Day - Third Monday in February~~

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.

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.

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.

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.

Section 6. Light Duty Assignment.

- A. The City agrees to make work assignments considered as "Light Duty" for members of the bargaining unit, not to exceed six (6) calendar months duration for non-duty connected illness/injuries or twelve (12) calendar months for duty connected illness/injuries unless specifically approved by the Fire Chief, or his/her designee, when the member is unable to perform his/her normally assigned duties due to health, pregnancy or disability, as provided by periodic medical examinations as required by management not to exceed one (1) examination biweekly unless requested by the bargaining unit member.

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. Failure to report the release to light duty shall render the member ineligible to utilize the provisions of Section 7 of this Article.

An employee not able to return to work may be required to apply for a disability retirement. The Fire Department will lend every assistance and support to the application.

Bargaining unit members assigned to light duty shall receive normal salary and benefits, including accumulation of seniority, attached to the bargaining unit position to which he/she was last assigned for the term of the light duty assignment.

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 ~~Mayer~~ **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 ~~Mayer~~ **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 ~~Mayer~~ **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 ~~Mayer~~ **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 Worker's 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 Worker's 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:

Number of days X 8 X monthly salary = 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.

Section 10. Pregnancy and Other Pregnancy Related Illnesses. Physical incapacitation, including but not limited to, pregnancy, miscarriage, abortion, child birth or other related medical conditions and recovery therefrom, shall be considered as temporary medical disabilities and shall be treated as such under this Article and shall be handled in accordance with the City's Personnel Ordinances or other applicable city ordinances.

Section 11. Perfect Attendance Incentive. All bargaining unit members shall receive one ~~days compensation, at their regular rate of pay,~~ **Personal Day off as an incentive bonus** for non-use of sick leave during each period listed below:

January 1 thru April 30 **of every year** ----- 1 **Personal Day** ~~compensation~~

May 1 thru August 31 **of every year** ----- 1 **Personal Day** ~~compensation~~

September 1 thru December 31 **of every year** ----- 1 **Personal Day** ~~compensation~~

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 ~~receive perfect attendance compensation the first full pay period following the period, listed above, they have perfect attendance.~~ **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 12. 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

One personal leave day will be granted each member of the bargaining unit on January 1, 1997. Two (2) personal leave days per year will be granted each member of the bargaining unit beginning January 1, 1998. The personal leave days will be selected in accordance with Article 6, Section 6, of this Agreement.

ARTICLE 13

MISCELLANEOUS LEAVES

Section 1. Court Appearance. A bargaining unit employee called to serve on jury duty, or ~~required~~ **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 ~~Mayer~~ **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** ~~Mayer~~. 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 not 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 ~~once every year.~~

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 employees 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

~~1 Wildland Fire Jumpsuit~~

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 and three (3) members from the bargaining unit. 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, ~~for a decision,~~ **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. ~~The wage tables contained in Contract No. 31228 shall be amended to include the wage tables attached hereto as Exhibit A and specifically incorporated herein.~~

- A. In calendar year 2002~~7~~, there shall be an **aggregate** ~~across the board~~ increase of **five and four-tenths percent** ~~6-(5.4%)~~ in **overall bargaining unit salaries, ranging from two and four-tenths percent (2.4%) to seven and four-tenths percent (7.4%)** among the respective classifications to, at union request, move toward equivalence of separation between ranks, ~~base wage rates~~ effective **the first day of the first full pay period in January 1, 2002-7**, for IAFF-represented employees in the Topeka Fire Department. (See Wage Table A).
- B. In calendar year 2002~~8~~, there shall be an **aggregate** ~~across the board~~ increase of **five percent** ~~6-(5.0%)~~ in **overall bargaining unit salaries, ranging from three percent (3.0%) to six and one-half percent (6.5%)** among the respective classifications to, at union request, move further toward equivalence of separation between ranks, ~~base wage rates~~ effective **the first day of the first full pay period in January 1, 2002-8**, for

IAFF-represented employees in the Topeka Fire Department. (See Wage Table B).

~~C. In calendar year 2004 through 2005 the City of Topeka and the IAFF shall conduct, and equally share the expense of, a comprehensive compensation study, with the comparable cities fire departments to be agreed on between the City and the IAFF. After the study is completed, the City and the IAFF shall negotiate base wage rates to be in effect January 1, 2004 5. After the study is completed, the City and the IAFF shall negotiate base wage rates to be in effect January 1, 2005. The City and the IAFF shall make all reasonable efforts to complete a study and to reach agreement on the base wage rate for 2004 5, 2006, and 2007 on or before May 31, 2003. 5.~~

WAGE TABLE (A)
EFFECTIVE PAY 01/01/02

TITLE	HOURLY	BIWEEKLY	MONTHLY
FIREFIGHTER 3 RD -CLASS	\$10.1120	\$1079.96	\$2339.91
FIREFIGHTER 2 ND -CLASS	\$11.8200	\$1,262.37	\$2,735.14
FIREFIGHTER 1 ST -CLASS	\$12.3611	\$1,320.16	\$2,860.35
ADVANCED FIREFIGHTER	\$14.2045	\$1,517.04	\$3,286.93
APPARATUS OPERATOR	\$15.2305	\$1,626.32	\$3,524.34
LIEUTENANT	\$16.0910	\$1,718.52	\$3,723.46
CAPTAIN	\$18.4825	\$1,973.93	\$4,276.85
INSPECTOR I	\$21.4814	\$1,718.51	\$3,723.45
INSPECTOR II	\$22.1646	\$1,773.17	\$3,841.86
INSPECTOR III	\$24.6742	\$1,973.93	\$4,276.85
TRAINING OFFICER I	\$16.0910	\$1,718.51	\$3,723.45
TRAINING OFFICER II	\$16.6027	\$1,773.17	\$3,841.86
TRAINING OFFICER III	\$18.4825	\$1,973.93	\$4,276.85
INVESTIGATOR I	\$21.4814	\$1,718.51	\$3,723.45
INVESTIGATOR II	\$22.1646	\$1,773.17	\$3,841.86
INVESTIGATOR III	\$24.6742	\$1,973.93	\$4,276.85
PUBLIC EDUCATION OFFICER I	\$21.4814	\$1,718.51	\$3,723.45
PUBLIC EDUCATION OFFICER II	\$22.1646	\$1,773.17	\$3,841.86
PUBLIC EDUCATION OFFICER III	\$24.6742	\$1,973.93	\$4,276.85
COMMUNICATION OFFICER I	\$21.4814	\$1,718.51	\$3,723.45
COMMUNICATION OFFICER II	\$22.1646	\$1,773.17	\$3,841.86
COMMUNICATION OFFICER III	\$24.6742	\$1,973.93	\$4,276.85

WAGE TABLE (B)
EFFECTIVE PAY 01/01/03

TITLE	HOURLY	BIWEEKLY	MONTHLY
FIREFIGHTER 3 RD CLASS	\$10.7187	\$1144.76	\$2,480.31
FIREFIGHTER 2 ND CLASS	\$12.5292	\$1,338.11	\$2,899.25
FIREFIGHTER 1 ST CLASS	\$13.1027	\$1,399.37	\$3031.98
ADVANCED FIREFIGHTER	\$15.0568	\$1,608.07	\$3,484.14
APPARATUS OPERATOR	\$16.1443	\$1,724.21	\$3735.80
LIEUTENANT	\$17.0565	\$1821.63	\$3946.87
CAPTAIN	\$19.5914	\$2,092.36	\$4,533.46
INSPECTOR I	\$22.7703	\$1821.63	\$3946.85
INSPECTOR II	\$23.4945	\$1879.56	\$4,072.38
INSPECTOR III	\$26.1546	\$2,092.37	\$4,533.46
TRAINING OFFICER I	\$17.0565	\$1821.63	\$3946.87
TRAINING OFFICER II	\$17.5988	\$1879.56	\$4,072.38
TRAINING OFFICER III	\$19.5914	\$2,092.37	\$4,533.46
INVESTIGATOR I	\$22.7703	\$1821.63	\$3946.85
INVESTIGATOR II	\$23.4945	\$1879.56	\$4,072.38
INVESTIGATOR III	\$26.1546	\$2,092.37	\$4,533.46
PUBLIC EDUCATION OFFICER I	\$22.7703	\$1821.63	\$3946.85
PUBLIC EDUCATION OFFICER II	\$23.4945	\$1879.56	\$4,072.38
PUBLIC EDUCATION OFFICER III	\$26.1546	\$2,092.37	\$4,533.46
COMMUNICATION OFFICER I	\$22.7703	\$1821.63	\$3946.85
COMMUNICATION OFFICER II	\$23.4945	\$1879.56	\$4,072.38
COMMUNICATION OFFICER III	\$26.1546	\$2,092.37	\$4,533.46

WAGE TABLE (A)
EFFECTIVE FIRST DAY OF FIRST FULL PAY PERIOD 2007

TITLE	PERCENT INCREASE	HOURLY	BIWEEKLY	MONTHLY
FIREFIGHTER 3rd CLASS	2.4%	11.4859	\$ 1,226.69	\$ 2,657.84
FIREFIGHTER 2nd CLASS	2.4%	13.4260	\$ 1,433.90	\$ 3,106.78
FIREFIGHTER 1st CLASS	2.4%	14.0406	\$ 1,499.54	\$ 3,248.99
ADVANCED FIREFIGHTER	4.0%	16.3867	\$ 1,750.10	\$ 3,791.88
APPARATUS OPERATOR	5.4%	17.8067	\$ 1,901.76	\$ 4,120.47
LIEUTENANT	7.4%	19.1699	\$ 2,047.35	\$ 4,435.91
CAPTAIN	5.4%	21.6088	\$ 2,307.82	\$ 5,000.28
INSPECTOR I	7.4%	25.5916	\$ 2,047.35	\$ 4,435.91
INSPECTOR II	6.4%	26.1597	\$ 2,092.78	\$ 4,534.33
INSPECTOR III	5.4%	28.8478	\$ 2,307.82	\$ 5,000.28
TRAINING OFFICER I	7.4%	19.1699	\$ 2,047.35	\$ 4,435.91
TRAINING OFFICER II	6.4%	19.4110	\$ 2,092.78	\$ 4,534.33
TRAINING OFFICER III	5.4%	21.6088	\$ 2,307.82	\$ 5,000.28
INVESTIGATOR I	7.4%	19.1699	\$ 2,047.35	\$ 4,435.91
INVESTIGATOR II	6.4%	19.5952	\$ 2,092.78	\$ 4,534.33
INVESTIGATOR III	5.4%	21.6088	\$ 2,307.82	\$ 5,000.28
PUBLIC EDUCATION OFFICER I	7.4%	25.5916	\$ 2,047.35	\$ 4,435.91
PUBLIC EDUCATION OFFICER II	6.4%	26.1597	\$ 2,092.78	\$ 4,534.33
PUBLIC EDUCATION OFFICER III	5.4%	28.8478	\$ 2,307.82	\$ 5,000.28
COMMUNICATION OFFICER I	7.4%	25.5916	\$ 2,047.35	\$ 4,435.91
COMMUNICATION OFFICER II	6.4%	26.1597	\$ 2,092.78	\$ 4,534.33
COMMUNICATION OFFICER III	5.4%	28.8478	\$ 2,307.82	\$ 5,000.28

WAGE TABLE (B) EFFECTIVE FIRST DAY OF FIRST FULL PAY PERIOD 2008				
TITLE	PERCENT INCREASE	HOURLY	BIWEEKLY	MONTHLY
FIREFIGHTER 3rd CLASS	3.0%	11.8305	\$ 1,263.50	\$ 2,737.59
FIREFIGHTER 2nd CLASS	3.0%	13.8288	\$ 1,476.92	\$ 3,199.98
FIREFIGHTER 1st CLASS	3.0%	14.4618	\$ 1,544.52	\$ 3,346.48
ADVANCED FIREFIGHTER	3.0%	16.8783	\$ 1,802.60	\$ 3,905.63
APPARATUS OPERATOR	5.0%	18.6971	\$ 1,996.85	\$ 4,326.52
LIEUTENANT	6.5%	20.4159	\$ 2,180.42	\$ 4,724.23
CAPTAIN	5.0%	22.6892	\$ 2,423.21	\$ 5,250.30
INSPECTOR I	6.5%	27.2551	\$ 2,180.42	\$ 4,724.23
INSPECTOR II	5.0%	27.4677	\$ 2,197.41	\$ 4,761.06
INSPECTOR III	5.0%	30.2902	\$ 2,423.21	\$ 5,250.30
TRAINING OFFICER I	6.5%	20.4159	\$ 2,180.42	\$ 4,724.23
TRAINING OFFICER II	5.0%	20.5749	\$ 2,197.41	\$ 4,761.06
TRAINING OFFICER III	5.0%	22.6892	\$ 2,423.21	\$ 5,250.30
INVESTIGATOR I	6.5%	20.4159	\$ 2,180.42	\$ 4,724.23
INVESTIGATOR II	5.0%	20.5749	\$ 2,197.41	\$ 4,761.06
INVESTIGATOR III	5.0%	22.6892	\$ 2,423.21	\$ 5,250.30
PUBLIC EDUCATION OFFICER I	6.5%	27.2551	\$ 2,180.42	\$ 4,724.23
PUBLIC EDUCATION OFFICER II	5.0%	27.4677	\$ 2,197.41	\$ 4,761.06
PUBLIC EDUCATION OFFICER III	5.0%	30.2902	\$ 2,423.21	\$ 5,250.30
COMMUNICATION OFFICER I	6.5%	27.2551	\$ 2,180.42	\$ 4,724.23
COMMUNICATION OFFICER II	5.0%	27.4677	\$ 2,197.41	\$ 4,761.06
COMMUNICATION OFFICER III	5.0%	30.2902	\$ 2,423.21	\$ 5,250.30

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, ~~with the exception of Investigators,~~ called into work while off duty shall be paid at a double time **rate of one and one-half (1 ½) times the regular rate of pay** for each hour worked resulting from such call. There shall be a minimum of ~~two (2)~~ **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 ~~two (2)~~ **three (3)** hour period, but the employee shall be restricted to one (1) paid call-back ~~within any one (1) two (2) hour call back period.~~ **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 ~~the Fire Department Administrative Office.~~ **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.

~~New voluntary call back lists will be published the first Monday of each calendar quarter by management, and shall include the additions/deletions received by 0800 hours the Friday before.~~

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 management. **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. Holdover of 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) hours per shift **due to Holdover** shall be paid at a rate of one

and one-half (1 1/2) times the regular rate of pay for the **additional** hours actually worked. ~~for a maximum of two (2) hours. Hours worked in excess of two (2) shall be paid at a double time rate.~~

C. Overtime for Eight (8) Hour Employees . Eight (8) hour bargaining unit members, ~~excluding Investigators,~~ (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 (1 ½) times the regular rate of pay. ~~Investigators who work in excess of 80 hours in a regular City payroll period, shall be paid at a rate of two (2) times the regular rate of pay.~~

Functions eligible for one (1) hour minimum overtime pay , i.e., one and one-half (1 ½) 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 (1 ½) times the regular rate of pay.

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.

For the purpose of this section, ~~any earned and/or authorized paid leave shall be considered as time worked toward a forty (40) hour work week or twenty-four (24) hour shift.~~ **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.**

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 (~~generally~~ 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).

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 (1 ½) 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.

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 10. 3, Standby. The Fire Chief, or his/her designee, 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, if desired by the employee 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. ~~Investigators shall not be eligible for standby compensation as provided by this provision.~~ 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 44 **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 3. 4.

~~A. **Fire Medic Program.** The City agrees that personnel who have successfully completed Emergency Medical Technician (EMT) training and who have received State of Kansas EMT Certification shall be eligible to receive sixty dollars (\$60.00) per month incentive pay beginning on the first full pay period following sixty (60) days service as a State certified EMT for the Topeka Fire Department.~~

~~No employee shall receive more than seven hundred twenty dollars (\$720) for having earned State certified EMT status. Employees failing to maintain their State EMT certification shall immediately cease receiving the allowed incentive pay.~~

A. Advanced Education/Compensation. Any employee who has completed

his/her probationary period and who has obtained an Associates Degree, in ~~Fire Science or Fire administration or who has obtained a Bachelors Degree, or Masters Degree in Fire Science, Fire Administration, Public Administration or Applied Degree in Technology Administration~~ 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, ~~and~~

\$25 per month for Bachelors Degree, **or**

\$30 per month for Masters Degree.

Section 4. 5. Health Insurance.

- A. The Employer agrees to make available health insurance to any bargaining unit member eligible under the provisions of the City's health insurance policy. The Employer agrees to pay a single members policy for the duration of this Agreement, and any increases in dependent coverage costs will be passed along to the employee.

If death occurs to a non-retired firefighter who is a member of the City's Group Health Insurance Plan, their spouse and or dependents will be provided the opportunity to continue their health insurance coverage with the City, as provided by any applicable State or Federal laws.

- B. All retired bargaining unit members will be allowed to transfer to the City's Retiree Health Insurance Plan upon retirement and remain in same until they

reach age 65, provided that, the retired member will pay the full amount of group rate premiums charged by the City. If the retired Member drops the City's Retiree Health Insurance Plan, or is dropped for non-payment, the retired member will not be allowed to return to coverage in the City Retiree's Health Insurance Plan.

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

- C. The City and Union agree to reopen discussion regarding health insurance contributions in the event the City develops alternatives to the present group coverage.
- D. The City and Union agree to form a joint labor/management committee, within sixty (60) days of the ratification of this agreement, to develop a proposal on a post employment health plan.

Section 5. 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 6. 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.

Section 7.8. Meal Allowance. ~~All twenty four (24) hour bargaining unit members shall receive a food allowance in the sum of \$40.00 per month, payable semiannually on the first check in June and the first check in December.~~

~~Bargaining unit members who terminate the fire service or who terminate as a twenty four (24) hour shift firefighter shall no longer be entitled to the meal allowance. Any meal allowance due the bargaining unit member shall be prorated for the period of time he/she was entitled.~~

Section 8. Out of Classification Pay. When a Captain is designated by management to fill a Suppression **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 one dollar (\$1.00) per hour for the added duties of Suppression **Battalion** Chief.

To be eligible for out of class pay, a Captain must be designated **as among the most qualified and available of the four** most senior Captains on duty, and on the designated day is fully capable of performing the ~~Suppression~~ **Battalion** Chief duties. **Opportunities for Captains to ride as Acting Battalion Chiefs shall be provided on as equal a basis as possible.**

Any Captain may request to voluntarily withdraw his or her name from eligibility to temporarily fill the Battalion Chief position by submitting a letter through the appropriate chain of command stating his or her desire to not be included in that process. Such requests may be approved by the Chief or his/her designee, subject to the availability of an adequate number of qualified Captains to fill such vacancies on a temporary basis.

If at a future date a Captain who has so opted-out of the selection pool wishes to become re-involved in the consideration for temporary staffing of the Battalion Chief's position, he or she may do so by similarly submitting a letter through the appropriate chain of command stating such intention. All affected Captains who have not requested, and received approval, to opt-out will be temporarily assigned to the Battalion Chief position in accordance with the criteria specified above.

Section 9. Overtime. [Moved intact to new Section 2.C.]

Eight (8) Hour Employees. ~~Eight (8) hour bargaining unit members, excluding Investigators, (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 (1 1/2) times~~

~~the regular rate of pay.~~

~~Investigators who work in excess of 80 hours in a regular City payroll period, shall be paid at a rate of two (2) times the regular rate of pay.~~

[Moved intact to new Section 2.B.]

~~**Twenty-Four Hour Shift Employees.** Twenty-four (24) hour shift employees (also referred to as suppression employees) who work in excess of twenty four (24) hours per shift shall be paid at a rate of one and one half (1 1/2) times the regular rate of pay for the hours actually worked for a maximum of two (2) hours. Hours worked in excess of two (2) shall be paid at a double time rate.~~

[Moved intact to end of Sec. 2]

~~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.~~

~~For the purpose of this section, any earned and/or authorized paid leave shall be considered as time worked toward a forty (40) hour work week or twenty four (24) hour shift.~~

~~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 (generally 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).~~

~~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.~~

[Moved to new Sec. 3]

Section 10. Standby. ~~The Fire Chief, or his/her designee, 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, if desired by the employee.~~

~~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. Investigators shall not be eligible for standby compensation as provided by this provision. 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 11 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 44.10. 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 12. 11. 10. Uniforms.

- A. **Original Issue.** The City agrees to provide without cost to the employee, the following as initial clothing to all firefighters upon hire:

SUPPRESSION,~~INVESTIGATION~~, 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

1 pair non-safety footwear

12 pair socks

1 belt

2 sweat shirts

4 shorts

1 winter coat (Training Officers only)

1 pair coveralls (Training Officers ~~and Investigators~~ – only upon request)

~~Employees may purchase the optional designated cap, sweatshirt, sweat pants or shorts.~~

In the event that a bargaining unit member transfers from suppression to *forty (40) hour* specialty, the City agrees to furnish:

FOR INSPECTION,~~TRAINING~~ 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

1 lke jacket, semi-dress

~~2~~ 1 additional lke jackets, semi-dress (PEO only)

2 pair coveralls

1 winter coat

~~**FOR INVESTIGATORS**~~

~~2 pair coveralls~~

~~1 complete uniform~~

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

12 pair socks

1 belt

2 sweat shirts

2 pair coveralls

1 complete semi-dress uniform (Investigators only)

~~as initial clothing allotment for the *forty (40) hour* specialty position (provided three (3) blue shirts, four (4) pairs of trousers and one (1) work jacket are exchanged for this allotment.)~~

~~Bargaining unit members choosing to retain their "suppression" clothing shall be responsible for purchasing approved "*forty (40) hour* specialty" clothing as stated above.~~

B. **Cleaning.** The City agrees to provide dry cleaning of all non-washable clothing not to include civilian ~~(except investigator as listed below)~~ 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) lke jacket per month and one (1) tie per month.
2. All firefighters: One (1) dress uniform per year including one (1) tie.
- ~~3. Investigators: One (1) civilian suit coat, two (2) pair of civilian pants and one (1) tie per week.~~

C. **Reimbursement.** ~~Reimbursement for uniforms will amount to forty-five dollars (\$45.00) per month for 24 hour personnel and fifty dollars (\$50.00) per month for 8 hour personnel, payable on the first check in June and the first check in December.~~

~~An employee shall be eligible for reimbursement after six (6) months employment or prorated for the number of months worked if such~~

~~reimbursement is provided prior to completion of six (6) months of employment.~~ Investigators shall receive one hundred fifty dollars (\$150) per year ~~in addition to normal~~ **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 uniforms 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.

D.E. **Standards/Purchase.** 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 13. 12.11. 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 14. 13. 12. Funeral Expense. The City agrees to provide the sum of three thousand (\$3,000) dollars in funeral expense to the survivor of a member killed in the official line of duty.

Section 15. 14. 13. SCBA Technician. Employees certified as SCBA Technicians and designated at the sole discretion of the Fire Chief as Fire Equipment Repair Technicians, which shall include but not be limited to the: **(1) repair and maintenance of SCBA; maintenance, (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 ~~\$100.00 (one hundred)~~ dollars **(\$100.000)** 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.

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 .

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 four hundred fifty dollars (\$450.00) 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 Personnel Division 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 Personnel Division before the employee can be reimbursed. The approved request form must be received by the Personnel Division 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 Personnel Division 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 ~~non-credit~~ 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 may be reimbursed a maximum of \$25 per day for meals. Receipts of \$25 or more must be submitted to the Fire Chief or his/her designee for approval.
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 members 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

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, or any other term or condition of employment.

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 fourth 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 No. 83 shall be a party to any grievance pursuant to this procedure and 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 ~~Personnel Division~~ **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. A time sequence shall begin on the specific hour of the day the grievance appeal and/or response is submitted to the appropriate party and the time of receipt shall be noted on the grievance form by the receiving party. 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 ~~Personnel~~ Director of Human Resources on the proper forms within the prescribed time

sequences, and the ~~Personnel~~ 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 No. 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 No. 83 representative may be present with or without legal counsel, at grievance proceedings involving matters of interest to Local No. 83.

Section 3. Grievance Procedure.

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 complaint must be taken to a supervisor outside of the bargaining unit within five (5) calendar days following knowledge of a problem. If possible, complaints shall be settled at this level through discussion with the involved parties. If discussions do not resolve the issue, the matter shall be reduced to writing by the employee or the employee's representative within three (3) calendar days following completion of discussions, and submitted to the next step of this procedure within the same three (3) day time frame. A complaint shall become a grievance when reduced to writing. Nothing in this provision shall discourage the resolution of a complaint 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 One. The Union Grievance Committee, upon receiving a written, signed petition shall review the matter to determine if a grievance has merit and shall advise the employee if the Union will support the grievance.

Step Two. In the event Step One (1) does not resolve the matter, the employee may forward the matter to the Fire Chief, or his/her designee, who shall investigate the matter and render his/her written decision within one (1) calendar week following receipt of the grievance.

The employee shall have up to three (3) calendar days following receipt of the Fire Chief's, or his/her designee, decision to either accept the answer or refer the matter to the next step.

Step Three. This shall be the final step of the grievance process for all matters not relating to the interpretation of the existing memorandum of agreement and any addendums or clarifications thereto.

In the event Step Two (2) does not resolve the grievance, the employee may forward the matter to the Union President who shall proceed to schedule a meeting of the City and Union negotiating teams. The matter shall be discussed in full by the parties, and a written position may, at the request of the Union, be prepared by the management team and presented to the Union team within one (1) calendar week following completion of discussions, unless mutually agreed by the parties. Either party may at any time during or

entering into this step request the presence of an independent mediator to assist in facilitating discussion of the issue. The cost of any such mediation shall be borne equally by the parties. In the event mediation does not resolve the issue, the mediator shall cast a vote in favor of either the last Union or City position in the matter.

Following completion of the preceding discussions and/or receipt of any written positions, both the Union and the Fire Chief, or his/her designee, may have up to five (5) calendar days to accept the recommendation, request further discussions, or issue a notice of intent to arbitrate, provided that arbitration shall only be available to matters pertaining to the interpretation of the agreement.

Step Four. The final step of the grievance process (for matters pertaining to the interpretation of the existing memorandum of agreement and any addendums or clarifications thereto) shall be final and binding arbitration as provided herein.

Section 4. Arbitration Conditions and Restrictions. If binding arbitration is opted for by either the City or the employee, Local No. 83 shall pay for one-half (1/2) of the arbitration fees and one-half (1/2) shall be paid by the City, provided, however, that Local No. 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 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 render a decision within two (2) calendar weeks following completion of hearings.

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. Good faith adherence to the process;
- C. The procedures to be followed in the arbitration proceedings and the timeliness of requests for arbitration.

ARTICLE 18

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 No. 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 19

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 No. 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 20

MANAGEMENT'S 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 ~~Mayer~~ **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 21

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 22

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 Department 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 at 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 at 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 at the time of the test).
4. Additional questions for Lieutenant and Captain positions may be from the following sources: Reports they are required to fill 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.
- E. Drivers License Revocation. Remains on eligibility list with normal progression to the top of list. Can not receive promotion to Apparatus Operator until drivers license of the proper class, as required by the Fire Department, is reinstated. Once at the top of the list will remain there until proper class drivers license is reinstated. Will receive first promotion to Apparatus Operator which is available after reinstatement of proper drivers license.

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 able to take the next scheduled exam. Upon completion of the promotional procedure with an exam score of 70% or better the Advanced Firefighter, Apparatus Operator,**

or Lieutenant will be placed on the next Promotion Eligibility List.

The employee's order on the list shall be determined by his or her seniority among all those who successfully completed the exam, with actual exam score itself being used only to establish where a candidate ranks among his or her hiring group. Such order shall also become the employee's placement for all future promotional considerations, but without impacting seniority status in other areas.

In all future promotional processes, the employee shall stay with the group or place where he or she actually promoted after failure of a previous promotional exam.

ARTICLE 23

RULES AND REGULATIONS

The City agrees to allow Local No. 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 ~~Mayer~~ **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 24

PHYSICAL FITNESS

Section 1. Physical Fitness. A physical fitness committee shall be established by the Fire Chief and the IAFF to create a physical fitness program to recommend to the IAFF and the City bargaining teams for negotiations into future labor agreements. The committee shall consist of three members appointed by the Local 83 President and three members appointed by the Fire Chief. The Committee shall meet as needed in order to develop the program for presentation to the negotiating teams.

Section 2. Physical Fitness Program. All bargaining unit members are eligible to participate in physical 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. ~~The Department shall reimburse the Wellness Center for costs of the member's monthly fee. Any member may, by payroll deduction, have the difference between a single and a monthly family membership fee deducted from his/her paycheck.~~

ARTICLE 25

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.

ARTICLE 26

MINIMUM FIREFIGHTER STAFF

It is agreed between the City of Topeka and Local No. 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 on going 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 27

DRUG SCREENING POLICY

DEFINITIONS

Applicant - An individual offered employment.

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 applicants or 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. A blood test shall be utilized to determine the presence of alcohol.

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

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.

POLICY STATEMENT

Subject: Applicant and employee Drug Screening

Policy/Procedure:

1. The City of Topeka has a commitment to a drug-free work place.
2. The policy applies to drug screening and education for city employees suspected of substance abuse and to applicants for employment with the City.
3. Drug screens may screen for alcohol and any drugs listed below. The threshold levels of certain substances are listed below. Samples from applicants and employees shall, in all cases, be screened to identify the following classes or substances:

	Concentration(ng/ml)	
Tests	Initial	Confirmatory
1. Marijuana/cannabinoids (THC)	100 ng/ml	40 ng/ml
2. Cocaine metabolites;	300 ng/ml	150 ng/ml
3. Opiates;	300 ng/ml	300 ng/ml
4. Phencyclidine (PCP);	25 ng/ml	25 ng/ml
5. Amphetamines/methamphetamine;	1000 ng/ml	500 ng/ml
6. Barbiturates;	300 ng/ml	1000 ng/ml
7. Benzoiazepines; and,	300 ng/ml	300 ng/ml
8. Alcohol.	50 mg/dl	

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. 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.
6. 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.
7. Notifications of the drug screen requirement shall be included in announcements or advertisements seeking applicants for employment.
8. Employees shall be informed of the City's drug screening policy prior to being subjected to any drug screens.
9. 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 applicants or employees, preparing and maintaining forms or proposing disqualification or disciplinary actions pursuant to the drug screening policy.
10. Applicants and employees may be screened under the following circumstances.

- A. An individual offered employment shall be required to take a drug screen as a condition of employment.
 - B. Any employee may be subjected to a drug screen if the Deputy Chief or Department Head has reasonable suspicion of drug use by the employee.
11. An applicant or employee required to submit to a drug screen shall be advised of the:
- A. methods of drug screening which may be used;
 - B. substances which may be identified;
 - C. consequences of 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.
12. An applicant or employee shall be required to sign the drug screening consent forms.
- A. Refusal by the applicant to sign the consent forms shall be considered a refusal to submit to a drug screen as a condition of employment, and will be considered a failure by the applicant to fulfill a condition of employment, resulting in the applicant's immediate disqualification from consideration for City employment.
 - B. 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.

13. An applicant or employee shall be informed of the drug screening specimen collection location and time. The applicant 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 the Suppression Chief who shall identify the employee for the testing facility.
 - C. Failure by an applicant 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 applicant to fulfill a condition of employment, resulting in the applicant's immediate disqualification from consideration for City employment.
14. 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.
15. An applicant who receives a confirmed positive result shall have the offer of employment withdrawn for a period of two years from the effective date of the disqualification action. In addition, the applicant shall not be certified to vacancies or permitted to take a Civil Service examination for a period of two years.

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 applicant who intentionally tampers with a sample provided for a drug screen, violates the chain-of-custody or identification procedures or falsifies test results shall have the conditional offer of employment withdrawn and such actions shall be grounds for disqualification for all positions in city government. 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 or applicant has reason to believe that technical standards were not adhered to in deriving the applicant's or 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 the personnel code of the City of Topeka or the grievance procedure within the appropriate 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 Occupational Health 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 of Topeka.

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.

NOTE: ALL DETERMINATIONS REQUIRING A DRUG SCREEN AS A CONDITION OF CONTINUED EMPLOYMENT SHALL BE REVIEWED AND APPROVED BY THE CHIEF ADMINISTRATIVE OFFICER OF THE CITY PRIOR TO THE IMPLEMENTATION OF ANY REHABILITATION PROGRAM.

IDENTIFYING AND DOCUMENTING REASONABLE SUSPICION

- A. 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's abuse of a drug;
2. an on-the-job incident (e.g., medical emergency) that appears to have been caused by or contributed to by the use of drugs;
3. direct observation by the 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 because of suspected drug abuse; 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 drugs may have been involved, any Fire Department Officer will proceed with the steps required by this policy to request that the employee undergo a drug screen.

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 drug abuse. The documentation shall include a full description of the incident including date, time, people

involved, behavior, reactions and how performance was affected or 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. Drug abuse 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; and

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 incoordination, 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 judgement 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.

An 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 an 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 a drug abuser or addicted to 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 the Suppression Chief 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. These counseling sessions must be documented thoroughly.

If an employee's job performance has not improved after two documented counseling sessions 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 drug use 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 counseling sessions, 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.

ARTICLE 28

DURATION AND AMENDMENTS

This Agreement shall be effective beginning January 1, 2002~~7~~ and shall remain in full force and effect until the first day of the first **full** pay period in January, 200~~5~~**9**. This agreement shall otherwise be automatically renewed from year to year thereafter, unless either party notifies the other, in writing, at least one hundred twenty (120) days prior to the anniversary date if it desires to terminate or modify this Agreement. In the event such a notice is given, negotiations shall begin not later than thirty (30) days after the notification is given.

In the event that one party has notified the other that they wish to terminate or modify this agreement through negotiations, and the ensuing negotiations fail to reach a mutual agreement, this agreement will remain in full effect upon both parties, until a new ~~agreement is reached.~~ **contract is implemented.**

The City and IAFF agree that ~~each party may re-open up to three (3) articles, excluding wages (Article 15, Section 1), throughout the term of this agreement. Provided however Article 15 provides for a wage re-opener in 2004.~~ **any part (or whole) of this Agreement may be reviewed and/or revised any part (or whole) of this Agreement** during the term of this Agreement by mutual consent of both parties.

All appendices and amendments to this Agreement shall be numbered, dated, and signed by the responsible parties, and shall be subject to all the provisions of this Agreement.

AGREEMENT BETWEEN CITY OF TOPEKA

AND

THE INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS, LOCAL NO. 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 No. 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 No. 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.

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 No. 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 FIREFIGHTER'S 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

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.

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 No. 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 may be granted by the Fire Chief, or his/her designee, to members of the Local No. 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 No. 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 No. 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 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 216 (two hundred and sixteen) 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 216 may be granted to the Union President with the approval of the Fire Chief or his/her designee.

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.

Section 2. Work Cycles.

WORK CYCLE	K-DAY NO.	Period 01/28/06 - 01/26/07		CYCLE DURATION	MAXIMUM HOURS	K-DAY HOURS
#15	#8	14/Jan	thru 9/Feb	27 DAYS	204 HOURS	24
#16		10/Feb	thru 8/Mar	27 DAYS	204 HOURS	HOURS
#17	#9	9/Mar	thru 4/Apr	27 DAYS	204 HOURS	24
#18		5/Apr	thru 1/May	27 DAYS	204 HOURS	HOURS
#19	#10	2/May	thru 28/May	27 DAYS	204 HOURS	24
#20		29/May	thru 24/Jun	27 DAYS	204 HOURS	HOURS
#21	#11	25/Jun	thru 21/Jul	27 DAYS	204 HOURS	24
#22		22/Jul	thru 17/Aug	27 DAYS	204 HOURS	HOURS
#23	#12	18/Aug	thru 13/Sep	27 DAYS	204 HOURS	24
#24		14/Sep	thru 10/Oct	27 DAYS	204 HOURS	HOURS
#25	#13	11/Oct	thru 6/Nov	27 DAYS	204 HOURS	24
#26		7/Nov	thru 3/Dec	27 DAYS	204 HOURS	HOURS
#27	#14	4/Dec	thru 30/Dec	27 DAYS	204 HOURS	24
#28		31/Dec	thru 26/Jan	27 DAYS	204 HOURS	HOURS

WORK CYCLE	K-DAY NO.	Period 01/27/07 - 02/08/08		CYCLE DURATION	MAXIMUM HOURS	K-DAY HOURS
#1	#1	27/Jan	thru 22/Feb	27 DAYS	204 HOURS	24 HOURS
#2		23/Feb	thru 21/Mar	27 DAYS	204 HOURS	
#3	#2	22/Mar	thru 17/Apr	27 DAYS	204 HOURS	24 HOURS
#4		18/Apr	thru 14/May	27 DAYS	204 HOURS	
#5	#3	15/May	thru 10/Jun	27 DAYS	204 HOURS	24 HOURS
#6		11/Jun	thru 7/Jul	27 DAYS	204 HOURS	
#7	#4	8/Jul	thru 3/Aug	27 DAYS	204 HOURS	24 HOURS
#8		4/Aug	thru 30/Aug	27 DAYS	204 HOURS	
#9	#5	31/Aug	thru 26/Sep	27 DAYS	204 HOURS	24 HOURS
#10		27/Sep	thru 23/Oct	27 DAYS	204 HOURS	
#11	#6	24/Oct	thru 19/Nov	27 DAYS	204 HOURS	24 HOURS
#12		20/Nov	thru 16/Dec	27 DAYS	204 HOURS	
#13	#7	17/Dec	thru 12/Jan	27 DAYS	204 HOURS	24 HOURS
#14		13/Jan	thru 8/Feb	27 DAYS	204 HOURS	

WORK CYCLE	K-DAY NO.	Period 02/09/08 - 02/23/09	CYCLE DURATION	MAXIMUM HOURS	K-DAY HOURS
#15	#8	9/Feb thru 6/Mar	27 DAYS	204 HOURS	24 HOURS
#16		7/Mar thru 2/Apr	27 DAYS	204 HOURS	
#17	#9	3/Apr thru 29/Apr	27 DAYS	204 HOURS	24 HOURS
#18		30/Apr thru 26/May	27 DAYS	204 HOURS	
#19	#10	27/May thru 22/Jun	27 DAYS	204 HOURS	24 HOURS
#20		23/Jun thru 19/Jul	27 DAYS	204 HOURS	
#21	#11	20/Jul thru 15/Aug	27 DAYS	204 HOURS	24 HOURS
#22		16/Aug thru 11/Sep	27 DAYS	204 HOURS	
#23	#12	12/Sep thru 8/Oct	27 DAYS	204 HOURS	24 HOURS
#24		9/Oct thru 4/Nov	27 DAYS	204 HOURS	
#25	#13	5/Nov thru 1/Dec	27 DAYS	204 HOURS	24 HOURS
#26		2/Dec thru 28/Dec	27 DAYS	204 HOURS	
#27	#14	29/Dec thru 24/Jan	27 DAYS	204 HOURS	24 HOURS
#28		25/Jan thru 20/Feb	27 DAYS	204 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). 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. 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 during the first two (2) weeks of January 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. 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 at the rate currently paid by the City, not to be 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 no four (4) hour vacation may commence after 8:00 p.m.

One half (1/2) day vacation shall be a twelve (12) hour scheduled working period from either 7:00 a.m. to 7:00 p.m. or 7:00 p.m. to 7:00 a.m.

One (1) day vacation shall be a twenty-four (24) hour scheduled working period from 7:00 a.m. to 7:00 a.m.

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. 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.

If a member from a company that has no member on vacation on that day requests vacation, such member shall have priority over any member in another company requesting vacation if a member of that company has vacation scheduled on that day. Members requesting vacation under the provisions of this section must report to their company by 7:00 a.m., and at that time the Suppression Chief may grant the second person vacation if manning is sufficient throughout the Fire Department. This will be done on a first come basis, provided manning is sufficient throughout the Fire Department.

Twenty-four (24) hour 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.

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.

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.

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.

Section 6. Light Duty Assignment.

- A. The City agrees to make work assignments considered as "Light Duty" for members of the bargaining unit, not to exceed six (6) calendar months duration for non-duty connected illness/injuries or twelve (12) calendar months for duty connected illness/injuries unless specifically approved by the Fire Chief, or his/her designee, when the member is unable to perform his/her normally assigned duties due to health, pregnancy or disability, as provided by periodic medical examinations as required by management not to exceed one (1) examination biweekly unless requested by the bargaining unit member.

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. Failure to report the release to light duty shall render the member ineligible to utilize the provisions of Section 7 of this Article.

An employee not able to return to work may be required to apply for a disability retirement. The Fire Department will lend every assistance and support to the application.

Bargaining unit members assigned to light duty shall receive normal salary and benefits, including accumulation of seniority, attached to the bargaining unit position to which he/she was last assigned for the term of the light duty assignment.

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.

Section 10. Pregnancy and Other Pregnancy Related Illnesses. Physical incapacitation, including but not limited to, pregnancy, miscarriage, abortion, child birth or other related medical conditions and recovery therefrom, shall be considered as temporary medical disabilities and shall be treated as such under this Article and shall be handled in accordance with the City's Personnel Ordinances or other applicable city ordinances.

Section 11. Perfect Attendance Incentive. All bargaining unit members shall receive one Personal Day off as an incentive bonus for non-use of sick leave during each period listed below:

January 1 thru April 30 of every year ----- 1 Personal Day

May 1 thru August 31 of every year ----- 1 Personal Day

September 1 thru December 31 of every year ----- 1 Personal Day

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 12. 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. The personal leave days will be selected in accordance with Article 6, Section 6, of this Agreement.

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 not 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 employees 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 and three (3) members from the bargaining unit. 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.

- A. In calendar year 2007, there shall be an aggregate increase of five and four-tenths percent (5.4%) in overall bargaining unit salaries, ranging from two and four-tenths percent (2.4%) to seven and four-tenths percent (7.4%) among the respective classifications to, at Union request, move toward equivalence of separation between ranks, effective the first day of the first full pay period in January 2007, for IAFF-represented employees in the Topeka Fire Department. (See Wage Table A).
- B. In calendar year 2008, there shall be an aggregate increase of five percent (5.0%) in overall bargaining unit salaries, ranging from three percent (3.0%) to six and one-half percent (6.5%) among the respective classifications to, at Union request, move further toward equivalence of separation between ranks, effective the first day of the first full pay period in January 2008, for IAFF-represented employees in the Topeka Fire Department. (See Wage Table B).

WAGE TABLE (A)
EFFECTIVE FIRST DAY OF FIRST FULL PAY PERIOD 2007

TITLE	PERCENT INCREASE	HOURLY	BIWEEKLY	MONTHLY
FIREFIGHTER 3rd CLASS	2.4%	11.4859	\$1,226.69	\$2,657.84
FIREFIGHTER 2nd CLASS	2.4%	13.4260	\$1,433.90	\$3,106.78
FIREFIGHTER 1st CLASS	2.4%	14.0406	\$1,499.54	\$3,248.99
ADVANCED FIREFIGHTER	4.0%	16.3867	\$1,750.10	\$3,791.88
APPARATUS OPERATOR	5.4%	17.8067	\$1,901.76	\$4,120.47
LIEUTENANT	7.4%	19.1699	\$2,047.35	\$4,435.91
CAPTAIN	5.4%	21.6088	\$2,307.82	\$5,000.28
INSPECTOR I	7.4%	25.5916	\$2,047.35	\$4,435.91
INSPECTOR II	6.4%	26.1597	\$2,092.78	\$4,534.33
INSPECTOR III	5.4%	28.8478	\$2,307.82	\$5,000.28
TRAINING OFFICER I	7.4%	19.1699	\$2,047.35	\$4,435.91
TRAINING OFFICER II	6.4%	19.4110	\$2,092.78	\$4,534.33
TRAINING OFFICER III	5.4%	21.6088	\$2,307.82	\$5,000.28
INVESTIGATOR I	7.4%	19.1699	\$2,047.35	\$4,435.91
INVESTIGATOR II	6.4%	19.5952	\$2,092.78	\$4,534.33
INVESTIGATOR III	5.4%	21.6088	\$2,307.82	\$5,000.28
PUBLIC EDUCATION OFFICER I	7.4%	25.5916	\$2,047.35	\$4,435.91
PUBLIC EDUCATION OFFICER II	6.4%	26.1597	\$2,092.78	\$4,534.33
PUBLIC EDUCATION OFFICER III	5.4%	28.8478	\$2,307.82	\$5,000.28
COMMUNICATION OFFICER I	7.4%	25.5916	\$2,047.35	\$4,435.91
COMMUNICATION OFFICER II	6.4%	26.1597	\$2,092.78	\$4,534.33
COMMUNICATION OFFICER III	5.4%	28.8478	\$2,307.82	\$5,000.28

WAGE TABLE (B) EFFECTIVE FIRST DAY OF FIRST FULL PAY PERIOD 2008				
TITLE	PERCENT INCREASE	HOURLY	BIWEEKLY	MONTHLY
FIREFIGHTER 3rd CLASS	3.0%	11.8305	\$ 1,263.50	\$ 2,737.59
FIREFIGHTER 2nd CLASS	3.0%	13.8288	\$ 1,476.92	\$ 3,199.98
FIREFIGHTER 1st CLASS	3.0%	14.4618	\$ 1,544.52	\$ 3,346.48
ADVANCED FIREFIGHTER	3.0%	16.8783	\$ 1,802.60	\$ 3,905.63
APPARATUS OPERATOR	5.0%	18.6971	\$ 1,996.85	\$ 4,326.52
LIEUTENANT	6.5%	20.4159	\$ 2,180.42	\$ 4,724.23
CAPTAIN	5.0%	22.6892	\$ 2,423.21	\$ 5,250.30
INSPECTOR I	6.5%	27.2551	\$ 2,180.42	\$ 4,724.23
INSPECTOR II	5.0%	27.4677	\$ 2,197.41	\$ 4,761.06
INSPECTOR III	5.0%	30.2902	\$ 2,423.21	\$ 5,250.30
TRAINING OFFICER I	6.5%	20.4159	\$ 2,180.42	\$ 4,724.23
TRAINING OFFICER II	5.0%	20.5749	\$ 2,197.41	\$ 4,761.06
TRAINING OFFICER III	5.0%	22.6892	\$ 2,423.21	\$ 5,250.30
INVESTIGATOR I	6.5%	20.4159	\$ 2,180.42	\$ 4,724.23
INVESTIGATOR II	5.0%	20.5749	\$ 2,197.41	\$ 4,761.06
INVESTIGATOR III	5.0%	22.6892	\$ 2,423.21	\$ 5,250.30
PUBLIC EDUCATION OFFICER I	6.5%	27.2551	\$ 2,180.42	\$ 4,724.23
PUBLIC EDUCATION OFFICER II	5.0%	27.4677	\$ 2,197.41	\$ 4,761.06
PUBLIC EDUCATION OFFICER III	5.0%	30.2902	\$ 2,423.21	\$ 5,250.30
COMMUNICATION OFFICER I	6.5%	27.2551	\$ 2,180.42	\$ 4,724.23
COMMUNICATION OFFICER II	5.0%	27.4677	\$ 2,197.41	\$ 4,761.06
COMMUNICATION OFFICER III	5.0%	30.2902	\$ 2,423.21	\$ 5,250.30

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. 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. Holdover of 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.

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 ($1\frac{1}{2}$) times the regular rate of pay.

Functions eligible for one (1) hour minimum overtime pay, i.e., one and one-half ($1\frac{1}{2}$) 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 ($1\frac{1}{2}$) times the regular rate of pay.

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.

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.

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).

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.

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 Fire Chief, or his/her designee, 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/Compensation. Any employee 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.

Section 5. Health Insurance.

- A. The Employer agrees to make available health insurance to any bargaining unit member eligible under the provisions of the City's health insurance policy. The Employer agrees to pay a single members policy for the duration of this Agreement, and any increases in dependent coverage costs will be passed along to the employee.

If death occurs to a non-retired firefighter who is a member of the City's Group Health Insurance Plan, their spouse and or dependents will be provided the opportunity to continue their health insurance coverage with the City, as provided by any applicable State or Federal laws.

- B. All retired bargaining unit members will be allowed to transfer to the City's Retiree Health Insurance Plan upon retirement and remain in same until they reach age 65, provided that, the retired member will pay the full amount of group rate premiums charged by the City. If the retired Member drops the City's Retiree Health Insurance Plan, or is dropped for non-payment, the retired member will not be allowed to return to coverage in the City Retiree's Health Insurance Plan.

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

- C. The City and Union agree to reopen discussion regarding health insurance contributions in the event the City develops alternatives to the present group coverage.

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.

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 one dollar (\$1.00) per hour for the added duties of Battalion Chief.

To be eligible for out of class pay, a Captain must be designated as among the most qualified and available of the four most senior Captains on duty, and on the designated day is fully capable of performing the Battalion Chief duties. Opportunities for Captains to ride as Acting Battalion Chiefs shall be provided on as equal a basis as possible.

Any Captain may request to voluntarily withdraw his or her name from eligibility to temporarily fill the Battalion Chief position by submitting a letter through the appropriate chain of command stating his or her desire to not be included in that process. Such requests may be approved by the Chief or his/her designee, subject to the availability of an adequate number of qualified Captains to fill such vacancies on a temporary basis.

If at a future date a Captain who has so opted-out of the selection pool wishes to become re-involved in the consideration for temporary staffing of the Battalion Chief's position, he or she may do so by similarly submitting a letter through the appropriate chain of command stating such intention. All affected Captains who have not requested, and received approval, to opt-out will be temporarily assigned to the Battalion Chief position in accordance with the criteria specified above.

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 without cost to the employee, the following as initial 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

1 pair non-safety footwear

12 pair socks

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

1 lke jacket, semi-dress

1 additional lke jacket, semi-dress (PEO only)

2 pair coveralls

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

12 pair socks

1 belt

2 sweat shirts

2 pair coveralls

1 complete semi-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) like 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 uniforms 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.

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. Funeral Expense. The City agrees to provide the sum of three thousand dollars (\$3,000) in funeral expense to the survivor of a member killed in the official line of duty.

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 (\$100.000) 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.

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.

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 four hundred fifty dollars (\$450.00) 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 Personnel Division 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 Personnel Division before the employee can be reimbursed. The approved request form must be received by the Personnel Division 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 Personnel Division 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 may be reimbursed a maximum of \$25 per day for meals. Receipts of \$25 or more must be submitted to the Fire Chief or his/her designee for approval.
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

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, or any other term or condition of employment.

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 fourth 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 No. 83 shall be a party to any grievance pursuant to this procedure and 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. A time sequence shall begin on the specific hour of the day the grievance appeal and/or response is submitted to the appropriate party and the time of receipt shall be noted on the grievance form by the receiving party. 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 No. 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 No. 83 representative may be present with or without legal counsel at grievance proceedings involving matters of interest to Local No. 83.

Section 3. Grievance Procedure.

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 complaint must be taken to a supervisor outside of the bargaining unit within five (5) calendar days following knowledge of a problem. If possible, complaints shall be settled at this level through discussion with the involved parties. If discussions do not resolve the issue, the matter shall be reduced to writing by the employee or the employee's representative within three (3) calendar days following completion of discussions, and submitted to the next step of this procedure within the same three (3) day time frame. A complaint shall become a grievance when reduced to writing. Nothing in this provision shall discourage the resolution of a complaint 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 One. The Union Grievance Committee, upon receiving a written, signed petition shall review the matter to determine if a grievance has merit and shall advise the employee if the Union will support the grievance.

Step Two. In the event Step One (1) does not resolve the matter, the employee may forward the matter to the Fire Chief, or his/her designee, who shall investigate the matter and render his/her written decision within one (1) calendar week following receipt of the grievance.

The employee shall have up to three (3) calendar days following receipt of the Fire Chief's, or his/her designee, decision to either accept the answer or refer the matter to the next step.

Step Three. This shall be the final step of the grievance process for all matters not relating to the interpretation of the existing Memorandum of Agreement and any addendums or clarifications thereto.

In the event Step Two (2) does not resolve the grievance, the employee may forward the matter to the Union President who shall proceed to schedule a meeting of the City and Union negotiating teams. The matter shall be discussed in full by the parties, and a written position may, at the request of the Union, be prepared by the management team and presented to the Union team within one (1) calendar week following completion of discussions, unless mutually agreed by the parties. Either party may at any time during or

entering into this step request the presence of an independent mediator to assist in facilitating discussion of the issue. The cost of any such mediation shall be borne equally by the parties. In the event mediation does not resolve the issue, the mediator shall cast a vote in favor of either the last Union or City position on the matter.

Following completion of the preceding discussions and/or receipt of any written positions, both the Union and the Fire Chief, or his/her designee, may have up to five (5) calendar days to accept the recommendation, request further discussions, or issue a notice of intent to arbitrate, provided that arbitration shall only be available to matters pertaining to the interpretation of the agreement.

Step Four. The final step of the grievance process (for matters pertaining to the interpretation of the existing memorandum of agreement and any addendums or clarifications thereto) shall be final and binding arbitration as provided herein.

Section 4. Arbitration Conditions and Restrictions. If binding arbitration is opted for by either the City or the employee, Local No. 83 shall pay for one-half (1/2) of the arbitration fees and one-half (1/2) shall be paid by the City, provided, however, that Local No. 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 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 render a decision within two (2) calendar weeks following completion of hearings.

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. Good faith adherence to the process;
- C. The procedures to be followed in the arbitration proceedings and the timeliness of requests for arbitration.

ARTICLE 18

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 No. 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 19

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 No. 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 20

MANAGEMENT'S 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 21

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 22

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 Department 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 at 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 at 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 at 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.
- E. Driver's License Revocation. Remains on eligibility list with normal progression to the top of list. Cannot receive promotion to Apparatus Operator until driver's license of the proper class, as required by the Fire Department, is reinstated. Once at the top of the list will remain there until proper class driver's license is reinstated. Will receive first promotion to Apparatus Operator which is available after reinstatement of proper driver's license.

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 able to take the next scheduled exam. Upon completion of the promotional procedure with an exam score of 70% or better the Advanced Firefighter, Apparatus Operator, or Lieutenant will be placed on the next Promotion Eligibility List. The employee's order on the list shall be determined by his or her seniority among all those who successfully completed the exam, with actual exam score itself being used only to establish where a candidate ranks among his or her hiring group. Such order shall also become the employee's placement for all future promotional considerations, but without impacting seniority status in other areas. In all future promotional processes, the employee shall stay with the group or place where he or she actually promoted after failure of a previous promotional exam.

ARTICLE 23

RULES AND REGULATIONS

The City agrees to allow Local No. 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 24

PHYSICAL FITNESS

Section 1. Physical Fitness. A physical fitness committee shall be established by the Fire Chief and the IAFF to create a physical fitness program to recommend to the IAFF and the City bargaining teams for negotiations into future labor agreements. The committee shall consist of three members appointed by the Local 83 President and three members appointed by the Fire Chief. The Committee shall meet as needed in order to develop the program for presentation to the negotiating teams.

Section 2. Physical Fitness Program. All bargaining unit members are eligible to participate in physical 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 25

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.

ARTICLE 26

MINIMUM FIREFIGHTER STAFF

It is agreed between the City of Topeka and Local No. 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 on going 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 27

DRUG SCREENING POLICY

DEFINITIONS

Applicant - An individual offered employment.

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 applicants or 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. A blood test shall be utilized to determine the presence of alcohol.

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

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.

POLICY STATEMENT

Subject: Applicant and employee Drug Screening

Policy/Procedure:

1. The City of Topeka has a commitment to a drug-free work place.
2. The policy applies to drug screening and education for city employees suspected of substance abuse and to applicants for employment with the City.
3. Drug screens may screen for alcohol and any drugs listed below. The threshold levels of certain substances are listed below. Samples from applicants and employees shall, in all cases, be screened to identify the following classes or substances:

	Concentration(ng/ml)	
Tests	Initial	Confirmatory
1. Marijuana/cannabinoids (THC)	100 ng/ml	40 ng/ml
2. Cocaine metabolites;	300 ng/ml	150 ng/ml
3. Opiates;	300 ng/ml	300 ng/ml
4. Phencyclidine (PCP);	25 ng/ml	25 ng/ml
5. Amphetamines/methamphetamine;	1000 ng/ml	500 ng/ml
6. Barbiturates;	300 ng/ml	1000 ng/ml
7. Benzoiazepines; and,	300 ng/ml	300 ng/ml
8. Alcohol.	50 mg/dl	

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. 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.
6. 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.
7. Notifications of the drug screen requirement shall be included in announcements or advertisements seeking applicants for employment.
8. Employees shall be informed of the City's drug screening policy prior to being subjected to any drug screens.
9. 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 applicants or employees, preparing and maintaining forms or proposing disqualification or disciplinary actions pursuant to the drug screening policy.

10. Applicants and employees may be screened under the following circumstances.
 - A. An individual offered employment shall be required to take a drug screen as a condition of employment.
 - B. Any employee may be subjected to a drug screen if the Deputy Chief or Department Head has reasonable suspicion of drug use by the employee.
11. An applicant or employee required to submit to a drug screen shall be advised of the:
 - A. methods of drug screening which may be used;
 - B. substances which may be identified;
 - C. consequences of 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.
12. An applicant or employee shall be required to sign the drug screening consent forms.
 - A. Refusal by the applicant to sign the consent forms shall be considered a refusal to submit to a drug screen as a condition of employment, and will be considered a failure by the applicant to fulfill a condition of employment, resulting in the applicant's immediate disqualification from consideration for City employment.

- B. 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.
- 13. An applicant or employee shall be informed of the drug screening specimen collection location and time. The applicant 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 the Suppression Chief who shall identify the employee for the testing facility.
 - C. Failure by an applicant 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 applicant to fulfill a condition of employment, resulting in the applicant's immediate disqualification from consideration for City employment.
- 14. 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.
- 15. An applicant who receives a confirmed positive result shall have the offer of employment withdrawn for a period of two years from the effective date of the

disqualification action. In addition, the applicant shall not be certified to vacancies or permitted to take a Civil Service examination for a period of two years.

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 applicant who intentionally tampers with a sample provided for a drug screen, violates the chain-of-custody or identification procedures, or falsifies test results shall have the conditional offer of employment withdrawn and such actions shall be grounds for disqualification for all positions in city government. 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 or applicant has reason to believe that technical standards were not adhered to in deriving the applicant's or 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 the personnel code of the City of Topeka or the grievance procedure within the appropriate 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 Occupational Health 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 of Topeka.

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.

NOTE: ALL DETERMINATIONS REQUIRING A DRUG SCREEN AS A CONDITION OF CONTINUED EMPLOYMENT SHALL BE REVIEWED AND APPROVED BY THE CITY MANAGER PRIOR TO THE IMPLEMENTATION OF ANY REHABILITATION PROGRAM.

IDENTIFYING AND DOCUMENTING REASONABLE SUSPICION

- A. 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's abuse of a drug;
 2. an on-the-job incident (e.g., medical emergency) that appears to have been caused by or contributed to by the use of drugs;
 3. direct observation by the 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 because of suspected drug abuse; 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 drugs may have been involved, any Fire Department Officer will proceed with the steps required by this policy to request that the employee undergo a drug screen.

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 drug abuse. The documentation shall include a full description of the incident including date, time, people involved, behavior, reactions and how performance was affected or 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. Drug abuse 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; and

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 a drug abuser or addicted to 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 the Suppression Chief 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. These counseling sessions must be documented thoroughly.

If an employee's job performance has not improved after two documented counseling sessions 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 drug use 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 counseling sessions, 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.

ARTICLE 28

DURATION AND AMENDMENTS

This Agreement shall be effective beginning January 1, 2007 and shall remain in full force and effect until the first day of the first full pay period in January 2009. This Agreement shall otherwise be automatically renewed from year to year thereafter, unless either party notifies the other, in writing, at least one hundred twenty (120) days prior to the anniversary date if it desires to terminate or modify this Agreement. In the event such a notice is given, negotiations shall begin not later than thirty (30) days after the notification is given.

In the event that one party has notified the other that it wishes to terminate or modify this Agreement through negotiations, and the ensuing negotiations fail to reach a mutual agreement, this Agreement will remain in full effect upon both parties, until a new contract is implemented.

The City and IAFF agree that any part (or whole) of this Agreement may be reviewed and/or revised during the term of this Agreement by mutual consent of both parties.

All appendices and amendments to this Agreement shall be numbered, dated, and signed by the responsible parties, and shall be subject to all the provisions of this Agreement.

DATED AND ACKNOWLEDGED THIS _____ DAY OF _____ 2006
IN THE CITY OF TOPEKA, KANSAS, BY:

Bob Wing, President
Kansas State Council of Firefighters

Ken Benjamin
Labor Relations Director, City of Topeka

Captain Kent W. Dederick
President, Local 83

Howard H. Giles
Fire Chief

Harold T. Wilson, Jr.
Vice President, Local 83

David M. Sterbenz
Deputy Chief

Lieutenant Randall S. Phillips
Treasurer, Local 83

Kathy M. Petty
Deputy Chief

Dennis E. Weikel
Secretary, Local 83

Rick J. Pardee
Shift Commander

ATTEST:

Brenda Younger
Interim City Clerk

Norton N. Bonaparte, Jr.
City Manager



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 17, 2006

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DATE:	December 5, 2006	DOCUMENT #:	N/A
CONTACT PERSON:	David Thurbon	PROJECT #:	N/A
SECOND PARTY/SUBJECT:	Pastor Debby Richardson, Bread of Life Foursquare Church		
CATEGORY/SUBCATEGORY	001 Appeals / 003 Other		
CIP PROJECT:	No		
ACTION OF COUNCIL:		JOURNAL #:	
		PAGE #:	

DOCUMENT DESCRIPTION:

A DEMOLITION PERMIT REQUEST submitted by Bread of Life Foursquare Church for property located at 518 SW Polk Street in the City of Topeka, Kansas.(Council District #1)

(The property is located within the 500' historical environs of the Hick's Block Apartments, which is listed on the State Register of Historic Places and the National Register of Historic Places. The State of Kansas Historic Preservation Office (SHPO) has found that the existing building on the property is a character-defining structure within these environs and its demolition would encroach upon, damage, or destroy the listed historic property or its environs. Before a demolition permit may be issued, City Council must determine that no feasible alternatives exist to the proposed demolition.)

POLICY ISSUE:

The State of Kansas Historic Preservation Office (SHPO) has found that this building is a character-defining structure within the environs of the Hick's Block Apartment Building, and therefore its demolition would encroach upon, damage, or destroy the listed historic property or its environs. The SHPO has determined that the retention of 518 SW Polk Street is important to preserving the context of the Hick's Block Apartments.

STAFF RECOMMENDATION:

The Planning Department recommends APPROVAL of the demolition permit ONLY if no feasible alternatives are found to the following three options:

- 1) Continued use of the building according to its historical use as a home;
- 2) Adaptive re-use of the building for uses associated with the adjacent church;
- 3) Relocation of the building to a suitable site.

The Topeka Landmarks Commission has not had an opportunity to review or comment on the demolition request.

BACKGROUND:

The building in question is a two-story wood-frame house dating to the early 1900s. The building lies within the environs of the Hick's Block Apartments, which are listed on the State and National Registers of Historic Places. Due to the location of this building within these environs, it is incumbent upon the City Council to determine that no feasible alternatives exist to

Item #19

the proposed demolition and overrule the determination of the SHPO before a demolition permit may be issued. Please see attached documentation on the historical significance and structural condition of the property.

BUDGETARY IMPACT:

None.

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

[Aerial Photo](#)

[Staff Photo](#)

[Staff Photo](#)

[Staff Photo](#)

[Staff Photo](#)

[SHPO Denial Letter](#)

[Applicant Letter](#)

[Index to Applicant Photos](#)

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KANSAS

Kansas State Historical Society
Cultural Resources Division

KATHLEEN SEBELIUS, GOVERNOR

September 13, 2006

Tim Paris
Topeka Planning Department
620 SE Madison St. 3rd Floor
Topeka, Kansas 66607-1118

Re: Demolition of 518 SW Polk, within the environs of the Hicks Block-Topeka, Shawnee County

Dear Mr. Paris:

The materials received September 9, 2006 on the above-mentioned project have been reviewed in accordance with the state preservation statute K. S. A. 75-2724. The law requires the State Historic Preservation Officer (SHPO) be given opportunity to comment on proposed projects affecting historic properties or districts. Properties listed on the National Register of Historic Places and/or the Register of Historic Kansas Places, or those properties which are located within 500 feet of the boundaries of historic properties or districts located within the corporate limits of a city, or those located within 1000 feet of the boundaries of properties within the unincorporated limits of a county, are subject to review.

The SHPO is charged with determining whether or not projects will "encroach upon, damage or destroy" historic buildings on their environs. In reviewing projects with the environs of a listed historic property, the SHPO uses the *Standards and Guidelines for Evaluating the Effects of Projects on Environs*. The *Standards* recommend the following:

- Demolition of character-defining buildings, structures, landscape features, etc. in a historic property's environs should be avoided.
- Retain the features that define the character of a listed property's environs when possible

The State Historic Preservation Office (SHPO) has determined that the property is a character-defining feature of the historic environs of the Hicks Block. Therefore, its demolition would damage the environs of the listed property. The residential core located to the north of the Hicks Block is largely intact. 518 Polk is of the same era as the Hicks block and retains a high degree of its integrity and its demolition would detract from the environs. In addition, the *Standards* also recommend against demolishing a structure without a plan to replace it with a compatible structure. To our knowledge there is no such plan in place.

It is the opinion of this office that the property is potentially eligible for listing on the State and

National Registers of Historic Places. If the property was listed, the owner could pursue financial incentives from this office for the buildings rehabilitation thus ensuring its protection and also retaining the integrity of the environs of the Hicks Block. If you have any questions regarding these incentives please contact Kristen Lonard at klonard@kshs.org or 785-272-8681, extension 225.

Should the applicant choose to continue with the project has as currently proposed, the statute (K.S.A. 75-2724) states that the project cannot proceed until the local governing body has determined, based on a consideration of all relevant factors, that there is no feasible and prudent alternatives to the proposal and the project includes all possible planning to minimize harm to the historic property and its environs. The local governing body is required to give five days' notice of such determination, by certified mail, to the SHPO. The statute allows for anyone aggrieved by the governing body's determination to file suit and have the issue decided in the courts.

If you have any questions regarding this review, please contact Bob Bettis at bbettis@kshs.org or 785-272-8681, extension 226.

Sincerely,

Jennie Chinn
State Historic Preservation Officer

Patrick Zollner
Division Director Cultural Resources Division



Demolition Request - 518 SW Polk St.

#15



#16



#17



#18



#19



#20



#21



#22



#23



#24



#25



#26



#28



#28



#29



#30



#31



#32



#33



#34



November 14, 2006

David Thurbon
Planning Director
620 SE Madison St. 3rd floor
Topeka, Kansas 66607-1118

Re: Demolition of 518 SW Polk, within the environs of the Hicks Block-
Topeka, Shawnee County

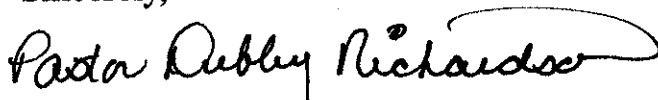
Dear Mr. Thurbon,

The following is an enclosure to be in consideration for the reevaluation of
decision of the SHPO in reference to property located at 518 SW Polk.

In reference to the request of Mr. Paris to include quotes on this property.
Several attempts have been made in the last few months to local contractors.
As of this date I have had no one willing to meet this need.

Currently, the property has not been inhabitable since April of 2006 and it is
detrimental to the neighborhood and the church.

Sincerely,



Pastor Debby Richardson-agent
"Bread Of Life" Foursquare Church
522 SW Polk
Topeka, Kansas 66603
Parsonage: 272-7982
Church: 232-3939

Enclosure: letter of denial from SHPO

#35



#36



#37



#38





2006 11 17



2006 11 17

2006 11 17





11.11.2006

5181

Index To Photographs

- 1.) Window removed by demolition crew prior to permit outside apartment 518 ½
- 2.) Demolition crew damaged fence while digging up sewage lines prior to permit
- 3.) Toilet area in bathroom in apartment 518 ½
- 4.) Kitchen in apartment 518 ½
- 5.) Another view of window removed by demolition crew prior to permit outside apartment 518 ½
- 6.) Bath tub area in bathroom of apartment 518 ½
- 7.) Bedroom in apartment 520
- 8.) Damage from leaking ceiling in bedroom of apartment 518
- 9.) Another view of damage from leaking ceiling in bedroom of apartment 518
- 10.) Broken window in bedroom covered with board in bedroom of apartment 518
- 11.) Light socket in the ceiling located in the kitchen of apartment 518
- 12.) Light socket in the ceiling located in the living room of apartment 518
- 13.) Inner visual of front door going up to apartment 518
- 14.) Close up of inner door on the right side of apartment 518
- 15.) Upper right hand corner damage in apartment 520
- 16.) Electrical wires hanging out of wall in front room of apartment 520
- 17.) Electrical outlet hanging out of wall in front room of apartment 520
- 18.) Crumbling floor in living room of apartment 520
- 19.) Pieces missing of floor in bedroom of apartment 520
- 20.) Pieces falling off outer apartment above basement window by apartment 520
- 21.) Crumbling wall below window ceil in bedroom of apartment 518 ½
- 22.) Crumbling ceiling above bathroom door in apartment 518 ½

- 23.) Hole in wall exposing pipes in apartment 518 ½
- 24.) Crumbling wall below window ceil in living room of apartment 518 ½
- 25.) Cracked and crumbling wall above window ceil in apartment 518 ½
- 26.) Pipe that broken located in the basement
- 27.) A different view of the pipe that broken located in the basement
- 28.) View of connecting pipes located in the basement
- 29.) Ducts and connecting pipes located in the basement
- 30.) View of pipes located in the basement
- 31.) View of ducts located in the basement
- 32.) Outer view of broken window covered with board in bedroom of apartment 518
- 33.) Roof on the back of the apartment
- 34.) Corner falling apart and decay on the back of the apartment
- 35.) Hole dug by demolition crew to disconnect sewage prior to permit, the hole is about 5 feet deep, 4 ½ feet wide, and goes down at a incline
- 36.) Meters removed by West Star Energy
- 37.) A different view of corner falling apart and decay on the back of the apartment
- 38.) Chimney falling apart on the back of the apartment



#1



#2

#3



#4



#5



#6



#7



#8



#9



#10



#11



#12



#13



#14





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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 7, 2006

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DATE: December 5, 2006
CONTACT PERSON: Deputy Mayor Jeff Preisner **DOCUMENT #:**
SECOND PARTY/SUBJECT: Joint Planning **PROJECT #:**
Commission
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by Deputy Mayor Jeff Preisner concerning the creation of a joint city-county planning commission.

(The resolution allows the initiation of discussions with the Shawnee County Commission concerning the creation of a joint city-county planning commission and agency for Topeka and Shawnee County.)

POLICY ISSUE:

Whether or not to open discussions with Shawnee County concerning the creation of a joint city-county planning commission and agency.

STAFF RECOMMENDATION:

BACKGROUND:

This Resolution allows the initiation of discussions with the Shawnee County Commission concerning the creation of an interlocal agreement between Shawnee County and the City of Topeka that establishes a joint city-county planning commission and agency for Topeka and Shawnee County.

BUDGETARY IMPACT:

None

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION introduced by Deputy Mayor Jeff Preisner concerning the creation of a joint city-county planning commission.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TOPEKA, KANSAS, that the City Manager is hereby directed to initiate discussions with the Shawnee County Commission concerning the creation of an interlocal agreement between Shawnee County and the City of Topeka that establishes a joint city-county planning commission and agency for Topeka and Shawnee County, pursuant to the provisions of KSA 12-744.

BE IT FURTHER RESOLVED that the City Manager is hereby directed to report back to the City Council on the willingness of Shawnee County to begin discussions and on the progress of any such discussions, should they proceed.

ADOPTED and APPROVED by the City Council _____.

CITY OF TOPEKA, KANSAS

William W. Bunten, Mayor

ATTEST:

Iris E. Walker, City Clerk



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 4, 2006

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DATE: December 5, 2006

CONTACT PERSON: Rusty Rakestraw **DOCUMENT #:**

SECOND PARTY/SUBJECT: Trafficway Improvement Project **PROJECT #:** 70183-00

CATEGORY/SUBCATEGORY: 020 Resolutions / 002 Condemnations

CIP PROJECT: Yes

ACTION OF COUNCIL: Approve the Resolution as presented. **JOURNAL #:**

PAGE #:

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr., authorizing initiation of condemnation proceedings to acquire property for Trafficway Impact Fee District No. 70183-00, which provides for the construction of S. Kansas Avenue from SW 37th Street to the Interstate 470 and S. Topeka Boulevard intersection. (Council District No. 5)

(The resolution authorizes the City Engineer to prepare a list of properties that may need to be acquired for Trafficway Impact Fee District No. 70183-00.)

POLICY ISSUE:

N/A

STAFF RECOMMENDATION:

Staff recommends Council approve Condemnation Resolution.

BACKGROUND:

Negotiations have begun, but are currently on hold until the revised Project Budget is approved. If successful negotiations are completed, the respective parties will not be included in the future condemnation ordinance.

BUDGETARY IMPACT:

To be determined by Condemnation appraisers.

SOURCE OF FUNDING:

General Obligation Bonds; Trafficway Impact Fee District (GO Bonds to be repaid); Kansas State Economic Development Funds; and Federal Surface Transportation Program Funds.

ATTACHMENTS:

[Resolution amending project budget for Improvement Prj. No. 28580-00](#)

Item #21

(Published in the Topeka Metro News_____)

RESOLUTION NO. _____

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr., authorizing initiation of condemnation proceedings to acquire property for Trafficway Impact Fee Improvement Project No. 70183-00, which provides for the construction of S Kansas Avenue from SW 37th Street to the Interstate 470 and S Topeka Boulevard intersection.

BE IT RESOLVED by the City Council of the City of Topeka, Kansas, pursuant to K.S.A. 26-201 that it is necessary and advisable in the public interest to condemn certain private property in the City for the public purposes of Trafficway Impact Fee Improvement Project No. 70183-00, which provides for the construction of S Kansas Avenue from SW 37th Street to the Interstate 470 and S Topeka Boulevard intersection and such other public purposes as are authorized by law.

Pursuant to the provisions of K.S.A. 26-201, the Engineering Division is hereby authorized and directed to cause a survey to be made by some competent engineer of those private lands which are necessary to be appropriated for the improvements, and such other public purposes as are authorized by law, and the City Engineer, or her designee, is authorized and directed to file the report of the survey, including a description of those private lands and interests to be acquired by condemnation, in the office of the City Clerk.

THIS RESOLUTION shall become effective upon one publication in the official city newspaper.

ADOPTED and APPROVED by City Council _____.

CITY OF TOPEKA, KANSAS

ATTEST:

William W. Bunten, Mayor

Iris E. Walker, City Clerk



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 4, 2006

+ Back Print

DATE: December 5, 2006

CONTACT PERSON: Linda Wood **DOCUMENT #:**

SECOND PARTY/SUBJECT: Weekly Expenditures **PROJECT #:**
Authorization, Week Ended
December 3, 2006

CATEGORY/SUBCATEGORY 014 Ordinances – Non-Codified / 005 Miscellaneous

CIP PROJECT: No

ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by City Manager Norton N. Bonaparte, Jr., allowing and approving City expenditures for the period of November 27, 2006, through December 3, 2006, and enumerating said expenditures therein. First and Final Reading.

POLICY ISSUE:

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

STAFF RECOMMENDATION:

Adopt the Ordinance as presented.

BACKGROUND:

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

BUDGETARY IMPACT:

Approves expenditures for the period November 27, 2006, through December 3, 2006, in the amount of \$1,036,815.17.

SOURCE OF FUNDING:

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

ATTACHMENTS:

[Weekly Expenditure Ordinance, Week Ended December 3, 2006](#)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Norton N. Bonaparte Jr., allowing and approving City expenditures for the period of November 27, 2006, through December 3, 2006, and enumerating said expenditures herein.

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

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

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

<u>Section 3.</u>	Total for 166 vendor checks written in this period	\$309,980.43
	Total vendor checks voided in this period (net)	-0-
	Total electronic transfers to vendors in this period	726,834.74
	Total net payroll to employees this period	-0-
	Total payroll related electronic transfers this period	-0-
	Total for expenditures in this period	<u>\$1,036,815.17</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

Iris E. Walker, City Clerk



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 5, 2006

+ Back Print

DATE: December 5, 2006

CONTACT PERSON: Bill Fiander/David Thurbon **DOCUMENT #:**

SECOND PARTY/SUBJECT: Mission Woods Medical Office Park **PROJECT #:** Z84/52J and Z84/53J

CATEGORY/SUBCATEGORY: 014 Ordinances – Non-Codified / 007 Zoning

CIP PROJECT: No

ACTION OF COUNCIL: **JOURNAL #:**

PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by City Manager Norton N. Bonaparte, Jr. amending the Master PUD Plan of Mission Woods Subdivision by providing for development of a small animal clinic on property located at the northeast corner of SW Urish Road and SW 29th Street in the City of Topeka, Kansas. **Final Reading.** (Z84-52J and Z84-53J) (Council District No. 8)(Planning Commission recommended approval 8-0-0)(Planning Department recommended approval)(Approval would allow inclusion of a small animal hospital as a permitted use within the office/medical park.)

POLICY ISSUE:

Request is consistent with the land use principles of the Comprehensive Plan.

STAFF RECOMMENDATION:

The Planning Commission recommended this proposal be **APPROVED** by a vote of **8-0-0** at their September 18, 2006 meeting as referenced in the attached minutes. The Planning Department recommended that this request be **APPROVED** as referenced in the attached staff report.

BACKGROUND:

- See Staff Report
- City Council options:
 - **Adopt** the recommendation of the Planning Commission by Ordinance;
 - **Override** the Planning Commission's recommendation by a two-thirds majority (6 votes) of the City Council membership; or,
 - **Return** such recommendation to the Planning Commission with a statement specifying the basis for the City Council's failure to approve or disapprove.

BUDGETARY IMPACT:

N/A

SOURCE OF FUNDING:

N/A

Item #23

ATTACHMENTS:

[Ordinance](#)

[Staff Report](#)

[Aerial](#)

[Zoning Map](#)

[Application \(4 pages\)](#)

[Minutes](#)

[Exhibit](#)

[Exhibit](#)

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Norton N. Bonaparte, Jr. amending the Master PUD Plan of Mission Woods Subdivision by providing for development of a small animal clinic on property located at the northeast corner of SW Urish Road and SW 29th Street in the City of Topeka, Kansas. **(Z84/52J & Z84/53J) (Council District No. 8)**

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

Section 1. That the Master PUD Plan of Mission Woods Subdivision, is hereby amended in accordance with Section 48-24.06(b) of the Comprehensive Zoning Regulations by providing for development of a small animal clinic on property located at the northeast corner of SW Urish Road and SW 29th Street and described as follows:

Legal Description:

Lot 1 and Lot 2, Block "A" of Mission Woods Subdivision #2 in the City of Topeka, Shawnee County, Kansas

Containing 17.86 acres more or less.

Section 2. That the development of the site for small animal clinic shall be in accordance with the Master PUD Plan of Mission Subdivision and **subject to:**

- 1. Use and development of the site in accordance with the recorded Amended Master PUD Plan of the Mission Woods Subdivision Master Planned Unit Development Plan.**

Section 3. That the amended Master PUD Plan of Mission Woods Subdivision shall be filed of record with the Shawnee County Register of Deeds. Following the recording of the Master PUD Plan and in accordance with Topeka Code Section 48-24.04, prior to any building and/or land development on the site, a site development plan shall be submitted for review and administrative approval by the Planning Director.

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

Section 5. This Ordinance Number shall be fixed upon the "District Map".

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND APPROVED by the Council of the City of Topeka, _____, 2006.

William W. Bunten, Mayor

ATTEST:

Iris E. Walker, City Clerk

To Be Codified _____

Not To Be Codified X

September 18, 2006
Agenda Item #G-4

ZONING REPORT

CITY OF TOPEKA PLANNING DEPARTMENT

CASE NO: Z84/52J & Z84/53J Mission Woods Subdivision PUD by: Mission Wood Medical and Office Park

PROPOSAL: A request initiated by Mission Wood Medical and Office Park to amend the Master PUD Plan of the *Mission Woods Subdivision Master Planned Unit Development Plan* to allow inclusion of a small animal hospital as a permitted use within the PUD. In accordance with Section 48-24.06 of the Comprehensive Zoning Regulations, it is the determination of the Planning Director that the proposed change constitutes a *major amendment*.

LOCATION: On property at 2810 SW Mission Woods Drive.

PARCEL ID NUMBER: 1430803010023070.

PRESENT USE: Medical Office Building.

PROPOSED USE: The applicant proposes to amend the PUD "O&I-2" Office and Institutional District use group, to allow inclusion of a small animal hospital as a permitted use within the PUD. Boarding and outside runs would be prohibited.

CHARACTER OF NEIGHBORHOOD: The neighborhood is composed of a mix of residential, commercial and office uses. Immediately north, is the Capitol Financial office building, east is an undeveloped portion of the PUD and residential development, to the south is the Cotton O'Neal Medical Clinic the Dillon's Supermarket and an area of residential development lying outside the corporate limits, to the west is the Brennan Funeral Home and the Mission Township Cemetery which is also outside the corporate limits.

ZONING CLASSIFICATION AND USE OF SURROUNDING PROPERTIES:

	ZONING CLASSIFICATION	PRESENT LAND USE
North:	"PUD" "O&I-2" and "C-2" use group	Capitol Financial office
South:	"RR-1" Residential Reserve District	Residential (outside city limits)
	"C-2" Commercial District	Cotton - O'Neil Medical Clinic
	"PUD" "C-2" use group	Dillon's Supermarket

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East:	"PUD" "O&I-2" and "C-2" use group "RR-1" Residential Reserve District	Undeveloped area of PUD Residential (outside city limits)
West:	"PUD" "O&I-2" use group "RR-1" Residential Reserve District	Brennan Funeral Home Mission Township Cemetery (outside city limits)

LENGTH OF TIME PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER PRESENT CLASSIFICATION: The property has been a part of the Mission Woods Subdivision Master Planned Unit Development Plan since its inception in 1984 and has maintained its current "PUD" "O&I-2" use group classification since the plan was amended in 1992, changing the PUD use group classification from Multiply-Family Dwelling District.

SUITABILITY OF PROPERTY FOR USES TO WHICH IT HAS BEEN RESTRICTED: The site's present classification is consistent with the established pattern of zoning and land use in the area and remains suitable for the uses to which presently restricted. Amending the plan will allow for an additional use customarily permitted under the "O&I-2" Office and Institutional use group designation; that being a small animal clinic or animal hospital. The clinic or animal hospital that is proposed will have no outside animal runs and no boarding of animals is to be permitted.

CONFORMANCE TO COMPREHENSIVE PLAN: The *Comprehensive Plan* designates this area as *Urban/Suburban Low Density Residential* land use. However, accepted planning principles dictate that established patterns of land use must be recognized as a basic factor which strongly influences rezoning decision. The current PUD use group classifications of "O&I-2" Office and Institutional and "C-2" Commercial were established when the original PUD was amended in 1992. The proposal is therefore found by staff to be **consistent** with the established goals and objectives of the Comprehensive Plan and accepted planning principles.

THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES: As proposed the amendment to the PUD would permit the subject property to develop **consistent** with the customary and allowed uses permitted under the "O&I-2" Office and Institutional use group classification and as accepted planning principles dictate that established patterns of land use must be recognized as a basic factor which strongly influences rezoning decision it is anticipated that the addition of this customarily permitted use will have no detrimental affect on nearby properties. Therefore, it can be expected that removal of the present restrictions under the proposed conditions should have no detrimental effect upon the area.

THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE OWNER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNER: The proposed reclassification and conditions of the subject property is viewed as **consistent** with the zoning and use of the surrounding properties. Such an action is viewed as having no detrimental effect on those surrounding properties and therefore, there would appear to be no relative gain to the public health, safety and welfare in requiring continuation of present restrictions.

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AVAILABILITY OF PUBLIC SERVICES: All essential public utilities, services and facilities are presently available to this area and will not be overburdened by this proposal.

COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS:

Application: **Complete.**

Minimum Lot Area: **Compliant.**

Setbacks: **Compliant.**

Platting: **Compliant** – The final plat of the Mission Woods Subdivision No. 2 was recorded on December 16, 1992.

CONCERNS OF STAFF AND REVIEWING AGENCIES: This request has been submitted to all applicable reviewing agency staff for consideration and comment. No significant issues or concerns were expressed by reviewing staff relative to code compliance or the provisions of public services.

ADDITIONAL FACTORS:

- | | |
|--|--|
| 1. Neighborhood Improvement Association: | Not Applicable. |
| 2. Capitol Plaza Area: | Not Applicable. |
| 3. Flood Hazard Area: | The site is impacted by a Type II Stream buffer. |
| 4. Airport Hazard Area: | Not Applicable. |
| 5. Historic Properties: | Not Applicable. |

STAFF RECOMMENDATION:

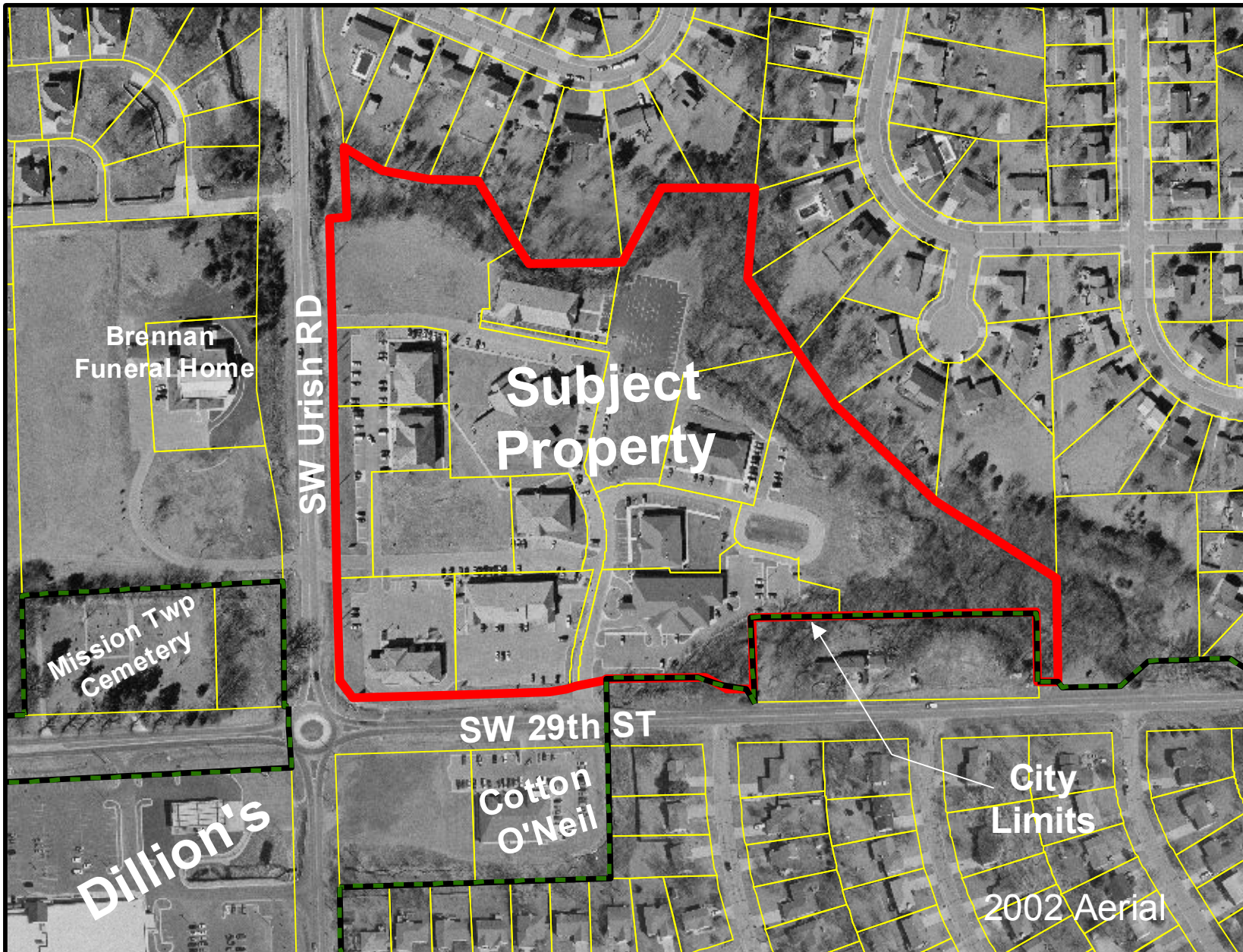
Based upon the above findings and analysis Planning Staff recommends **APPROVAL** of this proposal, subject to the following condition:

1. Use and development of the site in accordance with the recorded Amended Master PUD Plan of Mission Woods Subdivision Master Planned Unit Development Plan.
2. Correct vicinity map it shows SW 21st Street south of the subject site, should be SW 29th Street.
3. Upper right hand corner under (Page 1 of 2) should read “*Revision #11*”
4. Under General Notes #8 remove “*and unincorporated Shawnee County, Kansas*”.
5. Add plan note acknowledging that the creek is a Type II Stream and that any development shall conform with applicable city regulations.

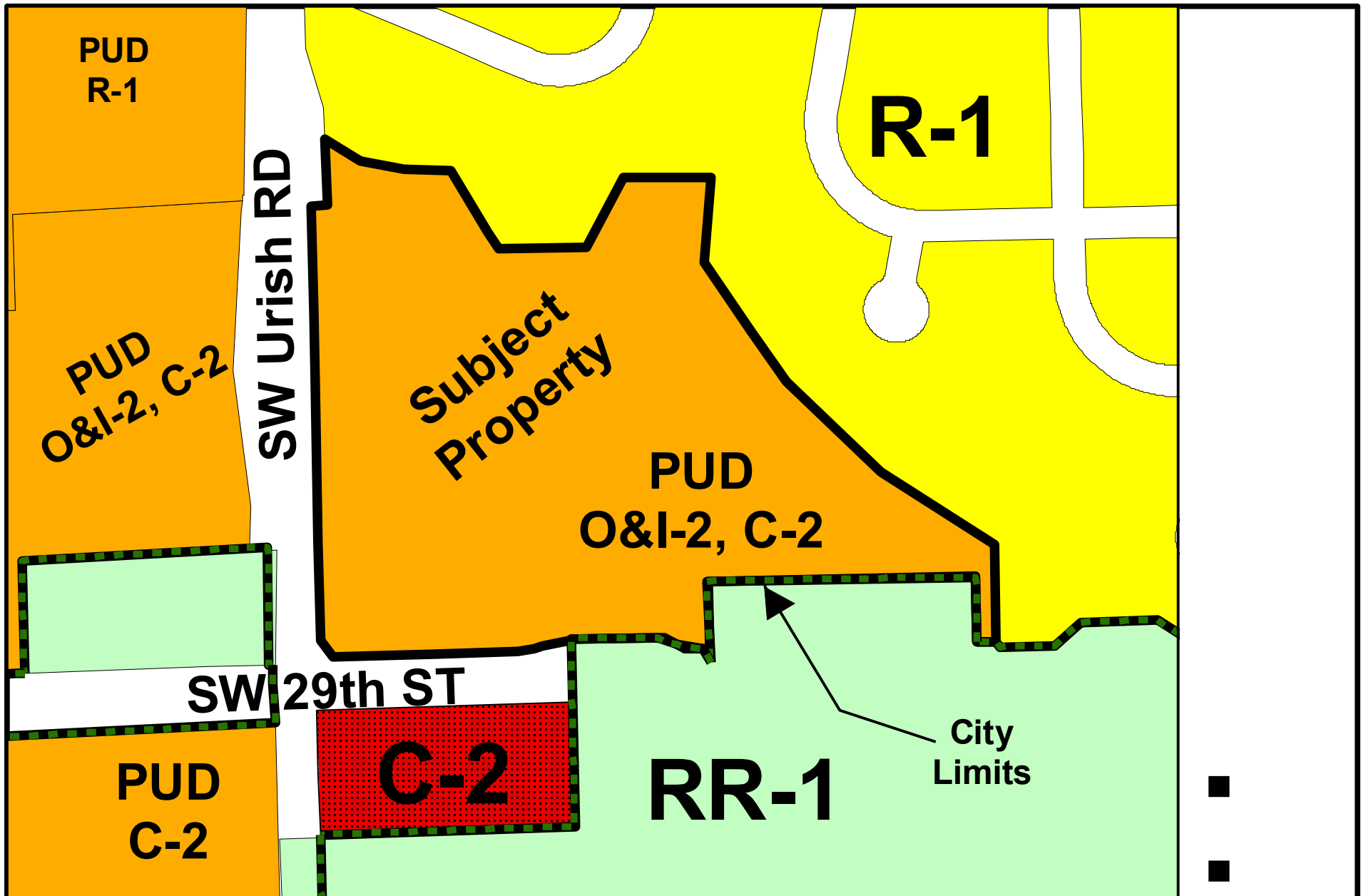
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6. The new note being added under general notes (48-13.04(b)(4) shall read as follows: *"Small animal clinics. Outside runs & boarding of any kind prohibited."*

Prepared by: Dean W. Diediker
Planner II



Z84/52J & Z84/53J by Mission Wood Medical and Office Park



Z84/52J & Z84/53J by Mission Wood Medical and Office Park



Application Form Re-Zoning or Conditional Use Permit

City of Topeka Planning Department
620 SE Madison, 3rd Floor
Topeka, KS 66607
Phone 785-368-3728 Fax 785-368-2535

RECEIVED

AUG 4 2006

TOPEKA PLANNING
DEPARTMENT

Applicant Information

Property Owner(s): Mission Woods Medical office park

Street Address: 3209 S. Topeka

City: Topeka State: KS Zip: 66601 E-mail: _____

Business phone: 266-4870

Home phone: _____ Fax: _____

Authorized Owner Representative (if any): Mike Morse

Street Address: 4125 SW Gage Center Dr. Suite 200

City: Topeka State: KS Zip: 66604 E-mail: mike@kscommercial.com

Business phone: 228-5304

Home phone: _____ Fax: _____

Authorized Professional Agent (Engineer, Architect, Attorney, etc.) -- if different from above

Street Address: _____

City: _____ State: _____ Zip: _____ E-mail: _____

Business phone: _____ Home phone: _____ Fax: _____

Authorization

I (we) am (are) the owner(s) of record for the subject property and hereby authorize filing of this application and posting of signage on the property by the City of Topeka for the requested zoning change. I (we) declare that all required materials are submitted along with this application and that the information submitted is complete and accurate. I (we) hereby acknowledge that all appropriate procedures, policies and regulations have been reviewed and understood, including authorization of any agent as listed in this application.

Owner 1 Name: Terry McElroy

Owner 1 Signature: Terry McElroy

Date: Aug 3-2006

Owner 2: _____

Owner 2 Signature: _____

Date: _____

Requested Action and Site Information

Address of Property to be Re-Zoned (or if vacant, describe general location): 2810 SW Mission WoodsLot 1, Block A of Mission Woods Sub #2Legal Description of Property: lot(s) 1 block A subdivision A
(if unplatted, attach metes and bounds description)

Total Area (acres/square feet): _____

Type of Application:

1. Re-zoning from: PUD(O+I-2) to: Amended PUD O+I-2
2. Conditional Use Permit proposed use: NO

Existing Use (# of dwelling units, square feet, etc.): Office ParkHow long has the existing use been on the property? 1Proposed Use (# of dwelling units, square feet, etc.): Small Animal Clinic with
No animal runs and No BoardingWas a Pre-Application Meeting or Zoning Inquiry completed with Staff? Yes If Yes, when? 8-3-06

FOR OFFICE USE ONLY

Date submitted: 8-4-06Date notice sent: 8-25-06Application no.: 284/525 and 284/535Date advertised: 8-25-06Filing fee: \$700 Receipt no.: 11391Date of hearing: 9-18-06

Quarter section map no.: _____

Council district: 6

CHECK YES OR NO

Capital Plaza Area: Yes _____ No ✓Within Historic Site Environs: Yes _____ No ✓

If Yes, what is it?: _____

^{Future}
100 yr Floodplain: Yes ✓ No _____National/State Historic Register: Yes _____ No ✓Airport Hazard Area: Yes _____ No ✓Local Historic Resource: Yes _____ No ✓Neighborhood Association: Yes _____ No ✓

Name of N.I.A./N.A.: _____

Applicant Justification

For re-zoning applications:

This section is intended to provide you with the opportunity to present information in support of your request. It is important to bear in mind that the presumption of validity rests with the present zoning and use of the property. It is the burden of the applicant to demonstrate that the proposed change in zoning classification or proposed conditional use permit is appropriate.

Please attach additional sheets if necessary.

1. Why is the land not suitable for the uses to which the property is currently zoned?

The land is suitable. We are modifying the P.U.D. to allow a Vet which is allowed in O+I-2 zonings.

2. What effect would the proposed zone change have on the character of the neighborhood and surrounding properties?

None. The land is P.U.D. - O+I-2 and will remain O+I-2.

3. How does this request relate to any adopted neighborhood/land use plans by the City?

Infrastructure Availability

Please consult the Engineering Division of Topeka Public Works Department for information below (368-3842)

1. Water

- a. Location and size of water main serving site:

8" Main on Mission Woods Dr.

12" Main on Urish Rd.

- b. Does the current system have adequate capacity? If not, are improvements anticipated?

Yes

- c. If other than City of Topeka, identify water district provider: _____

2. Sanitary Sewer

- a. Location and size of sewer main serving site:

8" line on Mission Woods Dr.

- b. Does the current system have adequate capacity? If not, are improvements anticipated?

Yes

- c. If other than City of Topeka, identify sewer district provider: _____

3. Storm Drainage

- a. How will storm water run-off be handled on site?

Detained on site per City Code.

- b. Does the current storm sewer system have adequate capacity for proposed use?

Yes

4. Traffic Circulation

- a. Does the site have public street frontage access? What is the pavement width of any adjoining public streets?

- b. What are the site's existing or proposed access points?

- c. Will any street improvements or traffic control improvements be required?

No

DRAFT

**Minutes of the
Of the
Topeka Planning Commission
September 18, 2006**

Z84/52J & Z84/53J by Mission Woods Medical Office Park requesting to amend the Master PUD Plan of Mission Woods, which will allow for a small animal clinic on property located on the northeast corner of SW Urish Road and SW 29th Street. **(Diediker)** Dean Diediker summarized the staff report.

Proponents:

Mike Morse, KS Commercial, spoke in favor of the proposal. He stated the architect for the project Scott Gales, Architect I, was available for questions. Mr. Morse said he has contact all owners within the PUD and they all agree with the proposal. Ralph Skoog asked if that included all leased? Mr. Morse said only owners but I am sure they contacted their leasers. Theron Sims asked if the applicant agrees to the staff report? Mr. Morse replied yes. Jim Brown asked if there would be outside dog runs? Mr. Morse replied no, this is a great area and we don't want to change it. Michelle Hoferer asked if surrounding property owners were notified? Mr. Diediker replied yes. Ms. Hoferer asked if staff had been contacted by anyone against the proposal? Mr. Diediker said he had some inquires but none in opposition. Mark Boyd asked what type of small animal hospital? Mr. Morse gave examples of cats, dogs, rabbits, etc. Mr. Boyd asked how is it gauged to be a small animal? Mr. Fiander stated the zoning code defines it as domestic animals or pets.

No one spoke in opposition to the proposal.

Exparte communications: None

Theron Sims moved approval as written by staff, seconded by Ralph Skoog. **APPROVAL. (8-0-0)**

MISSION WOODS SUBDIVISION
PLANNED UNIT DEVELOPMENT
MASTER PLAN
(Page 1 of 2)

BOOK _____ PAGE _____ DATE _____ TIME _____
**PLANNED UNIT DEVELOPMENT
MASTER PLAN
MISSION WOODS SUBDIVISION**
A Commercial Development
(Page 1 of 2)
Revision #11

RECORDED WITH THE SHAWNEE COUNTY REGISTER OF DEEDS

Marilyn I. Nichols, Register of Deeds

Project Information

Legal Description:

Lot 1 & Lot 2, Block "A," Mission Woods Subdivision No. 2, City of Topeka, Shawnee County, Kansas, 17.86 Acres More Or Less

Office: O & I-2; Uses shall be limited as referenced in note #8 below

Legal Description:

Lot 1, Block "A," of Mission Woods Subdivision No. 2, 14.92 acres more or less.

Total Area: 649,915.2 Sq. Ft.

***No. of Buildings:** 11

Intensity of Use: 1 s.f. Building 7.2 s.f. Land

Total Sq. Footage: 63,402

Parking Requirements: 318 Spaces

Parking Provided: 550 Spaces

Commercial: C-2

Legal Description:

Lot 2, Block "A," of Mission Woods Subdivision No. 2, 2.94 acres more or less.

Total Area: 128,066.4 Sq. Ft.

***No. of Buildings:** 2

Intensity of Use: 1 s.f. Building 7.2 s.f. Land

Total Sq. Footage: 17,874

Parking Requirements: 89 spaces

Parking Provided: 112 spaces

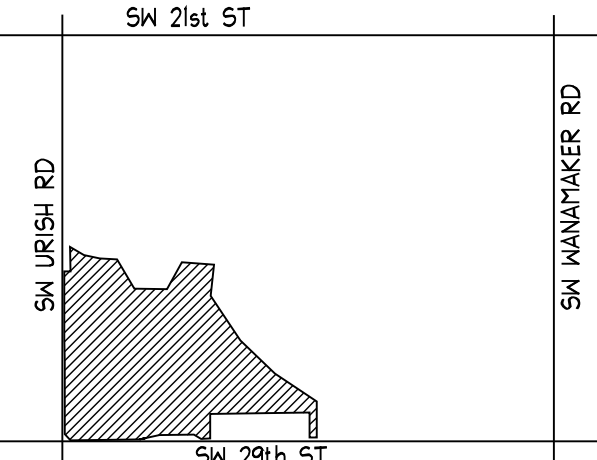
*Building no. 17 is not included in the building count for either commercial or office buildings. Its use will be primarily medical office space with the possibility of a pharmacy located at the west end of the building. The pharmacy portion of the building will be confined within the commercial portion of the PUD plan.

Approximately 3500 square feet of floor area for the pharmacy has been included in the total square footage in the commercial district and 8280 square feet has been included in the office district.

General Notes:

- 1.) ALL DRIVES, PARKING AREAS, AND WALKS TO BE BUILT TO CITY OF TOPEKA STANDARDS.
- 2.) ALL SANITARY SEWER AND WATER MAIN INSTALLATIONS, EXTENSIONS, OR RELOCATIONS AS REQUIRED AND APPROVED BY THE CITY OF TOPEKA PUBLIC WORKS DEPARTMENT WILL BE PAID FOR BY THE DEVELOPER.
- 3.) ALL STORM WATER RUNOFF TO BE REDIRECTED TO THE COUNTY STORM SEWER SYSTEM AS APPROVED BY THE CITY ENGINEER AT THE TIME OF SITE DEVELOPMENT.
- 4.) WRITTEN DIMENSIONS SHALL OVERRIDE SCALED.
- 5.) NO BUILDING WITHIN DEVELOPMENT SHALL EXCEED 25' IN HEIGHT.
- 6.) HANDICAPPED PARKING RATIO WILL MEET ALL ADA REQUIREMENTS W/ MINIMUM 1 HANDICAP SPACE FOR EACH BUILDING.
- 7.) INDICATES EXISTING MATURE GROWTH AREA AND IS NOT INTENDED TO REPRESENT INDIVIDUAL TREE LOCATIONS.
- 8.) BUILDINGS IN THE O & I-2 DISTRICT SHALL BE LIMITED TO THE FOLLOWING AS TAKEN FROM THE COMPREHENSIVE ZONING REGULATIONS OF THE CITY OF TOPEKA:
4B.13.02 (A)
1) OFFICES FOR CONDUCTING AFFAIRS OF BUSINESS, PROFESSION, SERVICE, INDUSTRY, OR GOVERNMENT, INCLUDING FINANCIAL INSTITUTIONS AND HUMAN HEALTH CARE CLINICS WHICH MAY CONTAIN A PHARMACY
(B) BUSINESS OR VOCATIONAL SCHOOL, TECHNICAL COLLEGE, TRAINING ACADEMY.
(14) MEDICAL CARE FACILITY, TYPE II
4B.13.02 (B)
(3) DAYCARE FACILITY, TYPE II
(4) SMALL ANIMAL CLINIC, OUTSIDE RUNS & BOARDING OF ANY KIND PROHIBITED
- 9.) REFERENCE ZONING CASES 284/52-A & 284/53-A
- 10.) MINIMUM OPENING ELEVATIONS ARE ESTABLISHED AND INDICATED BY PLAT
- 11.) ALL ACCELLY DECELL LANES ON SW 24TH ST. AND SW URISH RD HAVE BEEN COMPLETED AS APPROVED BY THE SHAWNEE COUNTY ENGINEER OFFICE AND AS PER RESOLUTION #42-176
- 12.) PUD IS BORDERED TO NORTH BY A TYPE II STREAM. ANY DEVELOPMENT SHALL CONFORM WITH APPLICABLE CITY REGULATIONS REGARDING THIS.

PURSUANT TO SEC. 48-24.05 OF THE TOPEKA CITY CODE, THE APPLICANT MUST PROVIDE THE PLANNING DEPARTMENT A PUD MASTER PLAN SUITABLE FOR RECORDING WITHIN 30 DAYS UPON APPROVAL BY THE GOVERNING BODY AND RECORD IT WITH THE SHAWNEE COUNTY REGISTER OF DEEDS WITHIN 45 DAYS OF APPROVAL BY THE CITY COUNCIL OF TOPEKA OR THE PLANNED UNIT DEVELOPMENT ZONE CHANGE SHALL BE NULL AND VOID.



M:\ARCH-2006\06-65 Stonehouse Mission Woods\mw-pud-FINAL_8-9-06.dwg, 11/29/2006 8:54:30 AM, DWG To PDF.pc3, ScottG

Owners	
MISSION WOODS MEDICAL AND OFFICE PARK, A KANSAS GENERAL PARTNERSHIP	1, 6, 8, 9, 13, AND 14
FRIENDS UNIVERSITY	2
TOPEKA LINCOLN CENTER, L.L.C.	4
RKT PROPERTIES, L.L.C.	5
VOGEL PROPERTIES, L.L.C.	11 AND 15
URISH MEDICAL PLAZA, L.L.C.	17
KELLING PARTNERS, L.P.	18
COMMERCE PROPERTIES CORP.	19

Owners Certification

THE FOLLOWING OWNERS AGREE TO COMPLY WITH THE CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE MASTER PUD PLAN.

IN TESTIMONY THEREOF: THE OWNER OF BUILDINGS NO. 1, 6, 8, 9, 13, AND 14, MISSION WOODS MEDICAL AND OFFICE PARK, A KANSAS GENERAL PARTNERSHIP, HAS SIGNED THESE PRESENTS THIS_____DAY OF _____, 2004.

SUE MILLER, PARTNER

BE IT REMEMBERED THAT ON THIS _____DAY OF _____A.D. 2004, BEFORE ME, A NOTARY PUBLIC IN FOR SAID COUNTY AND STATE CAME SUE MILLER, PARTNER, IN MISSION WOODS MEDICAL AND OFFICE PARK, A KANSAS GENERAL PARTNERSHIP, OWNER OF THE ABOVE DESCRIBED PROPERTY.

IN WITNESS THEREOF:
I HEREBY SET MY HAND AND AFFIX MY NOTARIAL SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

IN TESTIMONY THEREOF: THE OWNER OF BUILDING NO. 2 FRIENDS UNIVERSITY, HAS SIGNED THESE PRESENTS THIS_____DAY OF _____, 2004.

RANDALL C. DOERKSON, V.P. OF ADMINISTRATION AND FINANCE

BE IT REMEMBERED THAT ON THIS _____DAY OF _____A.D. 2004, BEFORE ME, A NOTARY PUBLIC IN FOR SAID COUNTY AND STATE CAME RANDALL C. DOERKSON, V.P. OF ADMINISTRATION AND FINANCE, OWNER OF THE ABOVE DESCRIBED PROPERTY.

IN WITNESS THEREOF:
I HEREBY SET MY HAND AND AFFIX MY NOTARIAL SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

IN TESTIMONY THEREOF: THE OWNER OF BUILDING NO. 4, LINCOLN CENTER, L.L.C., HAS SIGNED THESE PRESENTS THIS_____DAY OF _____, 2004.

FRED VANCE, ADMINISTRATOR

BE IT REMEMBERED THAT ON THIS _____DAY OF _____A.D. 2004, BEFORE ME, A NOTARY PUBLIC IN FOR SAID COUNTY AND STATE CAME FRED VANCE, ADMINISTRATOR, OWNER OF THE ABOVE DESCRIBED PROPERTY.

IN WITNESS THEREOF:
I HEREBY SET MY HAND AND AFFIX MY NOTARIAL SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

IN TESTIMONY THEREOF: THE OWNER OF BUILDING NO. 5 RKT PROPERTIES, HAS SIGNED THESE PRESENTS THIS_____DAY OF _____, 2004.

RICK R. TAGUE

BE IT REMEMBERED THAT ON THIS _____DAY OF _____A.D. 2004, BEFORE ME, A NOTARY PUBLIC IN FOR SAID COUNTY AND STATE CAME RICK R. TAGUE, OWNER OF THE ABOVE DESCRIBED PROPERTY.

IN WITNESS THEREOF:
I HEREBY SET MY HAND AND AFFIX MY NOTARIAL SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

IN TESTIMONY THEREOF: THE OWNER OF BUILDINGS NO. 11 AND 16, VOGEL PROPERTIES, L.L.C., HAS SIGNED THESE PRESENTS THIS _____ DAY OF _____, 2004.

JEFF A. VOGEL

BE IT REMEMBERED THAT ON THIS _____DAY OF _____A.D. 2004, BEFORE ME, A NOTARY PUBLIC IN FOR SAID COUNTY AND STATE CAME JEFF A. VOGEL, OWNER OF THE ABOVE DESCRIBED PROPERTY.

IN WITNESS THEREOF:
I HEREBY SET MY HAND AND AFFIX MY NOTARIAL SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

IN TESTIMONY THEREOF: THE OWNER OF BUILDING NO. 17, URISH MEDICAL PLAZA, L.L.C., HAS SIGNED THESE PRESENTS THIS _____ DAY OF _____, 2004.

THOMAS MCBRIDE

BE IT REMEMBERED THAT ON THIS _____DAY OF _____A.D. 2004, BEFORE ME, A NOTARY PUBLIC IN FOR SAID COUNTY AND STATE CAME THOMAS MCBRIDE, OWNER OF THE ABOVE DESCRIBED PROPERTY.

IN WITNESS THEREOF:
I HEREBY SET MY HAND AND AFFIX MY NOTARIAL SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

IN TESTIMONY THEREOF: THE OWNER OF BUILDING NO. 18, KELLING PARTNERS, L.L.C., HAS SIGNED THESE PRESENTS THIS_____DAY OF _____, 2004.

JANET MCELROY

BE IT REMEMBERED THAT ON THIS _____DAY OF _____A.D. 2004, BEFORE ME, A NOTARY PUBLIC IN FOR SAID COUNTY AND STATE CAME JANET MCELROY, ADMINISTRATOR, OWNER OF THE ABOVE DESCRIBED PROPERTY.

IN WITNESS THEREOF:
I HEREBY SET MY HAND AND AFFIX MY NOTARIAL SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

IN TESTIMONY THEREOF: THE OWNER OF BUILDING NO. 19, COMMERCE PROPERTIES CORP., HAS SIGNED THESE PRESENTS THIS_____DAY OF _____, 2004.

WILLIAM T. NICHOLS, SENIOR VICE PRESIDENT

BE IT REMEMBERED THAT ON THIS _____DAY OF _____A.D. 2004, BEFORE ME, A NOTARY PUBLIC IN FOR SAID COUNTY AND STATE CAME WILLIAM T. NICHOLS, SENIOR VICE PRESIDENT, OWNER OF THE ABOVE DESCRIBED PROPERTY.

IN WITNESS THEREOF:
I HEREBY SET MY HAND AND AFFIX MY NOTARIAL SEAL THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

Certification of Master PUD Approval:

Notarized certification of Master PUD plan approval by the secretary of the Planning Commission as follows:

David Thurban , Planning Director
Secretary To Planning Commission

_____ Date

Be it remembered that on this_____date of_____A.D. 2004, before me, the undersigned, a notary public in and for said county and state came David Thurban who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

In Witness Whereof, I hereby set my hand and affix my notarial seal the day and year last written above.

Notary Public

My Commission expires:_____

RECORDED WITH THE SHAWNEE COUNTY REGISTER OF DEEDS

Marilyn I. Nichols, Register of Deeds

BOOK _____ PAGE _____ DATE _____ TIME _____

**PLANNED UNIT DEVELOPMENT
MASTER PLAN
MISSION WOODS SUBDIVISION**

**A Commercial Development
(Page 2)**

PUD PROVISIONS FOR COMMON AREAS

MISSION WOODS SUBDIVISION
SECTION 48-24.05 "D-14"

THIS DEVELOPMENT IS A CONDOMINIUM PROJECT WHERE ALL THE OPEN SPACE, STREETS, UTILITIES, DRAINAGE WAY, STREET LIGHTS, AND RECREATIONAL FACILITIES WILL BE OWNED AND MAINTAINED BY THE MISSION WOODS OWNERS ASSOCIATION, INC.

BUILDINGS WILL BE OWNED BY THE INDIVIDUAL USERS, BUT MISSION WOODS OWNERS ASSOCIATION, INC. WILL DICTATE THE SIZE, USE, ARCHITECTURE, AND BUILDING MATERIALS.

THE OWNERS ASSOCIATION WILL BE RESPONSIBLE FOR ALL COSTS FOR MAINTENANCE AND ASSESS EACH BUILDING THEIR PRORATED SHARE.

IT IS OUR FEELING THAT TO MAINTAIN AN ATTRACTIVE MEDICAL AND OFFICE PARK THAT WILL BE AN ASSET TO THE COMMUNITY, THERE NEEDS TO BE ONE ENTITY THAT IS RESPONSIBLE FOR ALL MAINTENANCE AND OPEN SPACES.

AMENDMENTS TO MISSION WOODS PUD

THE "PLANNED UNIT DEVELOPMENT" WHICH WAS RECOMMENDED FOR APPROVAL ON SEPTEMBER 21, 1992 BY THE TOPEKA - SHAWNEE COUNTY METROPOLITAN REGIONAL PLANNING COMMISSION AND APPROVED ON OCTOBER 13, 1992 BY THE BOARD OF SHAWNEE COUNTY COMMISSIONERS ON LAND LEGALLY DESCRIBED AS LOTS 1 AND 2, BLOCK A, MISSION WOODS SUBDIVISION NO. 2, SHAWNEE COUNTY KANSAS MAY BE AMENDED IN THE FOLLOWING MANNER:

MAJOR AND MINOR AMENDMENTS

1.) TO INITIATE AN AMENDMENT IT MUST BE IN WRITING TO THE PLANNING DIRECTOR AND SIGNED BY JERRY D. MCELROY, GENERAL PARTNER, MISSION WOODS MEDICAL AND OFFICE PARK, A KANSAS GENERAL PARTNERSHIP, OWNER OF THE ABOVE MENTIONED TRACT.

THE TERMS AND PROVISIONS HEREOF SHALL EXTEND TO AND BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, TRUSTEES, AND ASSIGNS.

PUD DEVELOPMENT PHASING SCHEDULE

MISSION WOODS SUBDIVISION
SECTION 48-24.04 "A-13"

THE DEVELOPMENT PHASING SCHEDULE IS PARTIALLY CONTROLLED BY THE EXISTING STREETS, SANITARY SEWER, STORM SEWER, AND CITY WATER LINES THAT ARE PRESENTLY IN PLACE AS SHOWN ON THE PUD PLAN. THE FOLLOWING IS THE ANTICIPATED " DEVELOPMENT PHASING SCHEDULE".

PHASE I COMPLETION OF UTILITIES AND STREETS INCLUDING TWO ACCESS DRIVES ON S.W. URISH RD. WHICH WILL SERVICE THE ENTIRE AREA, WILL BE IN PLACE BY THE SUMMER OF 1993. (COMPLETED)

PHASE II THE CONSTRUCTION OF BUILDINGS 18 AND 19 WHICH ARE ALL CURRENTLY SERVED BY SEWER, WATER AND STREETS IS ANTICIPATED TO COMMENCE IN 1993. (COMPLETED)

PHASE III CONSTRUCTION OF BUILDING 9 WILL COMMENCE IN 1993 WHEN ALL STREETS AND UTILITIES ARE IN PLACE TO SERVE THIS AREA. (COMPLETED)

PHASE IV CONSTRUCTION OF BUILDINGS 4,5,6,7, AND 8 WILL COMMENCE IN 1993 AND BE COMPLETED IN THE FALL OF 1994 (BUILDINGS 4,5, AND 8 ARE COMPLETED)

PHASE V THE CONSTRUCTION OF BUILDINGS 11, 12, 13, 14, 15, AND 16 WHICH ARE ALL CURRENTLY SERVED BY SEWER, WATER, AND STREETS WILL BEGIN IN 1994. (BUILDING 12 AND 15 HAVE BEEN REMOVED FROM THE PLAN.) (BUILDING 11 IS COMPLETED)

PHASE VI BUILDINGS 1,2,3,10, AND 17 WILL BE FINAL PHASES, WITH CONSTRUCTION STARTING IN 1994. UTILITIES AND STREETS FOR THIS AREA WILL BE COMPLETED DURING PHASE I. (BUILDINGS 2 AND 17 ARE COMPLETED AND BUILDINGS 3 AND 10 HAVE BEEN REMOVED FROM THE PLAN)



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 27, 2006

+ Back Print

DATE: December 5, 2006

CONTACT PERSON: Bill Fiander/David Thurbon DOCUMENT #:

SECOND PARTY/SUBJECT: Ks Dept of Administration PROJECT #: CU05/8A
Div of Facilities Mgmt

CATEGORY/SUBCATEGORY 020 Resolutions / 001 Special Permits

CIP PROJECT: No

ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr. in accordance with Section 48-20.02(c)(5) of the Code of the City of Topeka, approving a Conditional Use Permit to establish a public use facility for outdoor storage of state and federal surplus items on property currently zoned "PUD" Planned Unit Development District (mixed use) and located at 2830 SW Kanza Drive in the City of Topeka, Kansas.(CU05/8A) (Council District No. 1)(The Planning Commission recommended approval 9-0-0)(The Planning Department recommended approval)

(Approval would allow use of the site for an outdoor storage facility for state and federal surplus items until February 14, 2008 at which time the conditional use permit shall be null and void.)

POLICY ISSUE:

Request is consistent with the land use principles of the Comprehensive Plan.

STAFF RECOMMENDATION:

The Planning Commission recommended this proposal be conditionally **APPROVED** by a vote of **9-0-0** at their November 20, 2006 meeting as referenced in the attached minutes. The Planning Department recommended that this request be conditionally **APPROVED** as referenced in the attached staff report

BACKGROUND:

- See Staff Report.
- City Council options:
 - **Adopt** the recommendation of the Planning Commission by Resolution;
 - **Override** the Planning Commission's recommendation by a two-thirds majority (6-votes) of the City Council membership; or,
 - **Return** such recommendation to the Planning Commission with a statement specifying the basis for the City Council's failure to approve or disapprove.

BUDGETARY IMPACT:

N/A

Item #24

SOURCE OF FUNDING:

N/A

ATTACHMENTS:

[Resolution](#)

[Zoning Map](#)

[Staff Report](#)

[Aerial](#)

[Site Plan 3 pages](#)

[Picture of Storage Yard 1](#)

[Picture of Storage Yard 2](#)

[Picture of Storage Yard 3](#)

[Picture of Storage Yard 4](#)

[Picture of Storage Yard 5](#)

[PC Minutes](#)

RESOLUTION _____

CONDITIONAL USE PERMIT

A RESOLUTION introduced by City Manager Norton N. Bonaparte, Jr. in accordance with Section 48-20.02(c)(5) of the Code of the City of Topeka, approving a Conditional Use Permit to establish a public use facility for outdoor storage of state and federal surplus items on property currently zoned "PUD" Planned Unit Development District (mixed use) and located at 2830 SW Kanza Drive in the City of Topeka, Kansas. **(CU05/8A) (Council District No. 1)**

BE IT RESOLVED by the Council of the City of Topeka, Kansas, that the application of City of Topeka under the provisions of Section 48-20.02(c)(5) of the Code of the City of Topeka, Kansas, for a Conditional Use Permit to establish a public use facility for outdoor storage of state and federal surplus items on property currently zoned "PUD" Planned Unit Development District (mixed use) and located at 2830 SW Kanza Drive in the City of Topeka, Kansas, and legally described as follows:

A tract of land in the NE ¼ of Section 26, Township 11 south, Range 15 east of the 6th P.M., in the City of Topeka, Shawnee County, Kansas, described as follows:

Beginning at a point which is north 0008'53" west, 451.32 feet along the east line, and south 8951'07" west, 866.79 feet from the SE corner of said ¼ Section; thence continuing south 8951'07" west, 684.16 feet; thence on a 752.50 foot radius curve to the left with a 486.32 foot chord bearing south 7059'57" west, an arc distance of 495.21 feet; thence south 5208'46" west, 79.51 feet; thence north 0000'00" east, 737.61 feet to the south right-of-way line of interstate route number 70; thence north 6405'38" east, along said south right-of-way line, 686.93 feet, thence south 0008'08" west, 213.32 feet; thence south 7W48'28" east, 599.48 feet; thence south 0008'53" east, 499.15 feet to the point of beginning. Contains 17.983 acres, more or less.

be, and the same is hereby approved, **subject to:**

- 1. Use and development of the site in accordance with the approved Conditional Use Permit of the Kansas Department of Administration, Division of Facilities Management site development plan of the Federal and State Surplus Site Plans.**

ADOPTED AND APPROVED by the Council of the City of Topeka, _____, 2006.

William W. Bunten, Mayor

ATTEST:

Iris E. Walker, City Clerk

DRAFT

**Minutes of the
Of the
Topeka Planning Commission
November 20, 2006**

CU05/8A by Kansas Department of Administration, Division of Facilities Management requesting to renew a Conditional Use Permit to establish a public use facility for outside storage on property currently zoned "PUD" Planned Unit Development District (mixed use) and located at 2830 SW Kanza Drive. **(Diediker)** Bill Fiander summarized the staff report.

Discussion by members:

Terry Simnitt asked if this is the final year for this Conditional Use Permit? Mr. Fiander stated they are in their first year currently. Mr. Simnitt asked what the council approved previously? Mr. Fiander replied they were approved in February for 1 year with possible 1 year extension. Fred Sanders asked if the state and federal surplus were under the same permit? Mr. Fiander replied yes. Theron Sims asked what the Planning Commission had approved originally? Mr. Fiander said Planning Commission's recommendation was for 3 years. Mr. Sanders asked what will be allowed after one more year, do they have another use for this property? Mr. Fiander replied whatever is allowed in the PUD is what will be allowed after this year if approved. Outside storage is not allowed in the PUD and that is the reason they applied for the Conditional Use permit.

Proponents:

Sheryl Buxton, Deputy Director of State Printing and Manager of surplus property, spoke in favor of the proposal. She said she had just become the manager of the surplus property site. She said she has heard positive comments from customers. They say the property is very accessible and they are happy State and Federal are together. We have worked hard on inventory and make sure things are organized and clean. We are very aware of the Conditional Use permit and stay within confines of it. Howard Blackmon said you understand, presently, the way this is written you will get one more year. What will you do after that? Ms. Buxton replied we are looking at the option of renewing again as well as others. Michelle Hoferer asked if the State owns the property? Ms. Buxton replied yes. Ms. Hoferer asked who paid for the fence around the property? Ms. Buxton replied she is not sure. Mr. Skoog said the discussion at City Council a year ago understood the property would go on the tax rolls. They thought the property would be sold off. They are going to continue to be slow to extend the idea that you could stay here tax free. It was never a question of what you are doing there. It looks good compared to other surplus lots. There are a lot of buildings in this Conditional Use Permit. The Planning Commission would probably not be anymore eager than City Council to extend this for years. We want the tax revenue. Ms. Hoferer asked how many people are employed at the site? Ms. Buxton replied 12. Ms. Hoferer asked if the road to the facility had been improved? Ms. Buxton replied yes and there are speed bumps as well. Mr. Sanders asked what zoning is required to allow for outside storage? Mr. Fiander replied I-1, currently the PUD is for offices but allows warehousing indoors. Outside storage is not allowed in the PUD. The printing plant is light industrial. Howard Blackmon asked Ms. Buxton if her facility is open to the public? Ms. Buxton replied the state side is but the federal side is not. Jim Brown asked how much inventory is kept at the location? Ms. Buxton stated it depends on the agencies that contribute to the inventory. She added there could be an influx of cars from an area at one time. It is hard to say what will become available when.

No one spoke in opposition to the proposal.

Exparte communications: none

Howard Blackmon moved approval as written by staff, seconded by Theron Sims. **APPROVAL. (9-0-0)**



View of east side of Federal Surplus Site looking west on
Kanza Drive

November 20, 2006
Agenda Item #G-3

CONDITIONAL USE PERMIT REPORT

TOPEKA PLANNING DEPARTMENT

CASE NO: CU05/8A

by: Kansas Department of Administration, Division of
Facilities Management.

On February 14, 2006 the City Council voted 7-1-0 to approve this conditional use permit for an initial period of 1 year, at the end of which time the proposal would be re-evaluated for a possible additional 1 year extension upon recommendation of the Planning Commission. This proposal is presented to the Planning Commission for consideration of an additional 1 year extension of the Conditional Use Permit subject to the conditions of approval contained within this report.

The applicant is found to be compliant with all conditions of the Conditional Use Permit i.e. screening, stacking height and landscaping (please refer attached photos taken November 7, 2006). Staff has not received any complaints with regard to the facilities operation to date.

PROPOSAL: Requesting a Conditional Use Permit "CUP" to establish a public use facility for outdoor storage of state and federal surplus items on property currently zoned "PUD" Light Industrial Business/Office Park District, located at 2830 SW Kanza Drive in the City of Topeka, Kansas.

PRESENT USE: An approximate 18-acre tract presently occupied by office buildings of the Kansas Department of Administration, Division of Facilities Management.

PROPOSED USE: In accordance with Section 48-20.02(c)(5) of the Comprehensive Zoning Regulations, the applicant seeks a Conditional Use Permit to establish a public use facility for outdoor storage of state and federal surplus items on the site. The proposed use is limited to a 1-year period and will be reviewed at the end of that time for a possible 1-year extension. Maximum hours of operation will be from 7:00 A.M. to 8:00 P.M. Monday - Saturday with normal business hours being from 7:30 A.M. to 4:00 P.M. Monday – Saturday. All outdoor storage will be fully screened from adjacent uses and properties by a combination of opaque screening and landscaping. No equipment may be stored which would exceed the height of the screening.

CHARACTER OF NEIGHBORHOOD: The subject property is located on the former State Hospital grounds in an area composed entirely of Light Industrial Business/Office Park uses.

November 20, 2006
Agenda Item #G-3

ZONING CLASSIFICATION AND USE OF SURROUNDING PROPERTIES:

	ZONING CLASSIFICATION	PRESENT LAND USE
North:	"R-1" Single-Family Dwelling District	City of Topeka Sewage Treatment Plant
South:	"PUD" Mixed Uses	Undeveloped Kanza Business Park
East:	"PUD" Mixed Uses	Undeveloped Kanza Business Park
West:	"PUD" Mixed Uses	Undeveloped Kanza Business Park

GUIDELINES FOR EVALUATION: In considering an application for a conditional use permit, the Planning Commission and governing body will give consideration to the following criteria in order to protect the integrity and character of the zoning district in which the proposed use is located; and to minimize adverse effects on surrounding properties and neighborhood, all conditional use permit applications shall be evaluated in accordance with the guidelines established in Section 48-25 of the City of Topeka, Comprehensive Zoning Regulations.

- 1. The conformance of the proposed use to the Comprehensive Plan and other adopted planning policies:** The subject property is part of the Kanza Business and Technology Park which was zoned in 2000. The *Comprehensive Plan* designates this area as *Mixed Use Zones*. The site's present classification is consistent with the established pattern of zoning and land use in this area. Given the restrictions being imposed by the proposed CUP a public use facility on the subject site for the outdoor storage of state and federal surplus items is considered to be consistent with the Light Industrial Business/Office Park land use designation of this area.
- 2. The character of the neighborhood including but not limited to: land use, zoning, density, architectural style, building materials, height, structural mass, sitting, open space and floor-to area ratio:** In accordance with the proposed site plan the applicant intends to utilize the subject site for the outdoor storage of state and federal surplus items. The character of the neighborhood should not be adversely affected given the restrictions being imposed by the CUP on the proposed outdoor storage.
- 3. The zoning and uses of nearby properties, and the extent to which the proposed use would be in harmony with such zoning and uses:** The zoning and uses of near by properties are in harmony with the use as it is being proposed. Therefore, the proposed use is seen as compatible with the current zoning and uses of nearby properties.
- 4. The suitability of the property for the uses to which it has been restricted under the applicable zoning district regulations:** The site's present classification is consistent with the established pattern of zoning and land use in the area.
- 5. The length of time the property has remained vacant as zoned:** The property has been used for light industrial business/office park purposes since its rezoning in 2000.

November 20, 2006
Agenda Item #G-3

6. **The extent to which the approval of the application would detrimentally affect nearby properties:** The proposal requires that the areas of outdoor storage are to be screened thereby mitigating any potential detrimental affect to nearby properties. The use is limited to a 1 year period and will be reviewed for a possible extension. Thus, the temporary nature of the use should not negatively impact the long-term viability of the high quality business park envisioned with the PUD
7. **The extent to which the proposed use would substantially harm the value of nearby properties:** Staff is unaware of any substantial harm the proposed use would have on the value of any surrounding properties. The restrictions of the CUP will minimize any decrease in value.
8. **The extent to which the proposed use would adversely affect the capacity or safety of that portion of the road network influenced by the use, or present parking problems in the vicinity of the property:** No adverse affects are anticipated. The existing road network is sufficient to accommodate the proposed use; the parking area that is already provided on site is sufficient to accommodate the existing uses and the areas to be used for outdoor storage satisfy the requirements of the City of Topeka Fire Department. Therefore, the use as restricted by the proposed CUP should have no adverse affect.
9. **The extent to which the proposed use would create excessive air pollution, water pollution, noise pollution or other environmental harm:** None anticipated.
10. **The economic impact of the proposed use on the community:** No long-term detrimental economic impact to the community is anticipated. While the proposal should minimize any impacts to marketing the business park for new development, it is possible that the open storage uses may effect decisions of prospective developers or businesses.
11. **The gain, if any, to the public health, safety and welfare due to denial of the application as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application:** With the restrictions in place there appears to be no particular public gain in respect to health, safety and welfare by denying the requested application. Outside storage if limited to the area and character as proposed, is made to be as compatible as possible to the planned uses of the business park. Denial of the request could adversely affect the public by possibility requiring the expenditure of public funds in order to accommodate storage of the surplus items elsewhere.

ADDITIONAL FACTORS:

1. Neighborhood Improvement Association: Not Applicable.
2. Capitol Plaza Area: Not Applicable.
3. Flood Hazard Area: Not Applicable.

November 20, 2006
Agenda Item #G-3

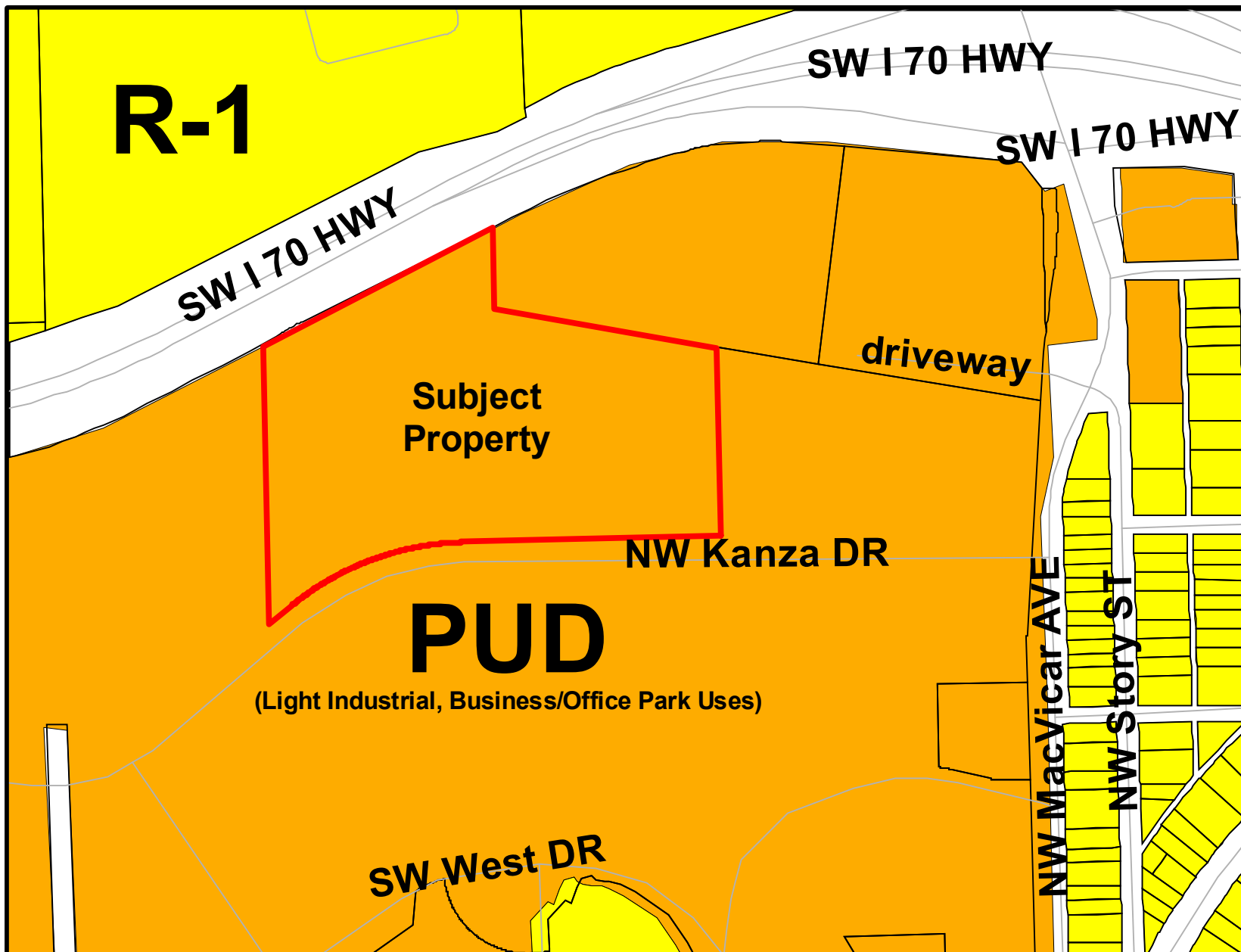
4. Airport Hazard Area: Not Applicable.
5. Historic Properties: No Registered Properties within 500-feet.

BASED UPON THE ABOVE FINDINGS AND STAFF ANALYSIS, THE FOLLOWING RECOMMENDATION IS MADE:

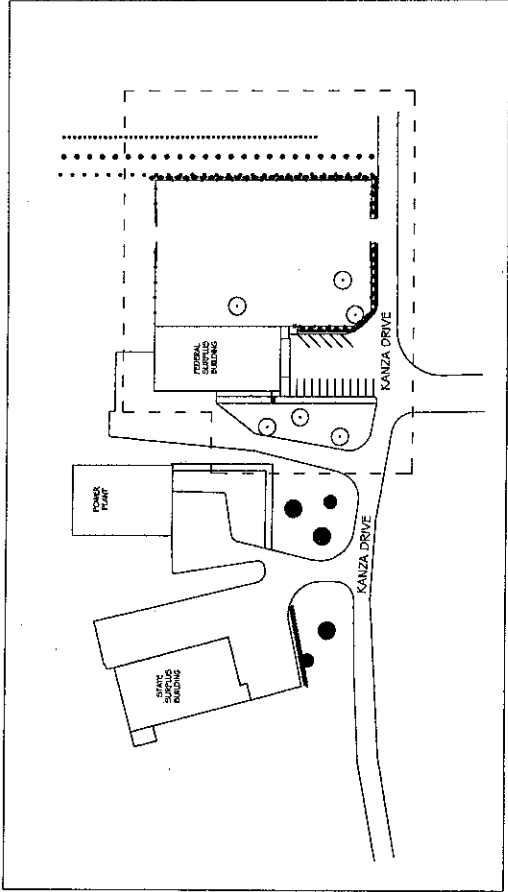
The Planning Department recommends **APPROVAL** of this proposal, subject to the following conditions:

1. Use and development of the site in accordance with the approved Conditional Use Permit site development plan.
2. On sheet L1 under Permit Notes Item No. 1, shall be changed to read as follows: *"This conditional use permit shall cease and be null and void by operation of law after February 14, 2008."*

Prepared by: Dean W. Diediker
Planner II



**CU05/8A by KS Dept. of Administration,
Div. of Facilities Management**



PROJECT LAYOUT PLAN
SCALE= 1:100

GENERAL NOTES:

1. ALL APPLICABLE PROVISIONS OF THE MASTER PLANNED UNIT DEVELOPMENT PLAN FOR KANZA BUSINESS AND TECHNOLOGY PARK APPLY UNLESS STATED OTHERWISE.
2. ALL OUTDOOR STORAGE IS TO BE FULLY SCREENED FROM VIEW FROM ADJACENT RIGHT-OF-WAY OR PROPERTY BY A COMBINATION OF OPAQUE FENCING, LANDSCAPING, OR BUILDINGS.
3. NO MATERIAL SHALL BE STACKED OR OTHERWISE STORED AT A HEIGHT GREATER THAN THE APPROVED SCREENING.
4. LANDSCAPING SHALL COMPLY WITH THE CITY OF TOPEKA LANDSCAPE ORDINANCE.
5. NORMAL BUSINESS HOURS ARE FROM 7:30 A.M. - 4:00 P.M. MONDAY - FRIDAY EXCEPT HOLIDAYS; HOWEVER THESE HOURS MAY BE ADJUSTED AT THE CITY'S DISCRETION BETWEEN THE HOURS OF 7:00 A.M. - 8:00 P.M. MONDAY - SATURDAY.
6. SLATS INSTALLED IN THE FENCING WILL BE KEPT IN GOOD REPAIR AT ALL TIMES.
7. OUTDOOR STORAGE TO OCCUR ONLY WITHIN THE FENCED BOUNDARY.

PERMIT NOTES:

1. THIS CONDITIONAL USE PERMIT SHALL CEASE AND BE NULL AND VOID BY OPERATION OF LAW AFTER FEBRUARY 14, 2008.
2. STATEMENT OF USE: A PUBLIC USE FACILITY FOR THE OUTDOOR STORAGE OF FEDERAL AND STATE SURPLUS ITEMS.

LANDSCAPE CALCULATIONS:

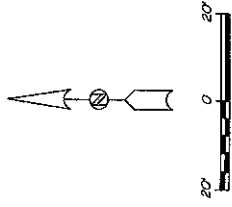
65,000 S.F. =
0-10,000 S.F. OF DEVELOPED AREA = 38 POINTS
+ 55,000 DIVIDED BY 500 = 104 POINTS
15 PARKING SPACES X 1.15 = 23 POINTS
33 + 104 + 23 = 240 POINTS REQUIRED

POINTS SHOWN:
6 EXISTING TREES OVER 12" D.B.H. = 150 POINTS
150 POINTS = 1/2 OF TOTAL POINTS REQUIRED =
120 ADDITIONAL POINTS REQUIRED

173 GRASSES X 1 = 173 POINTS =
53 POINTS MORE THAN REQUIRED

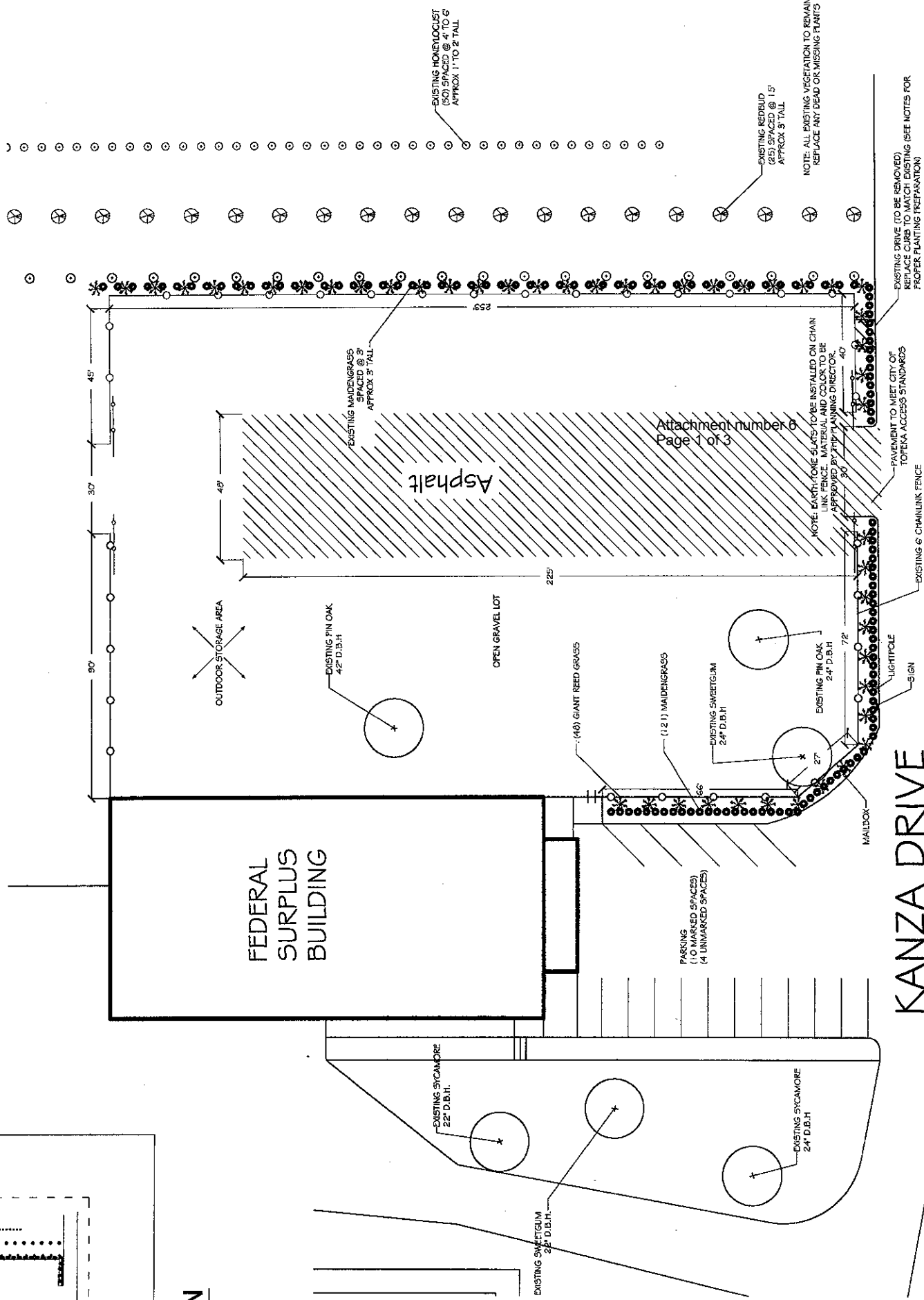
LEGAL DESCRIPTION:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF 6TH PRINCIPAL MERIDIAN, IN THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 00°08'53" WEST, 451.32 FEET ALONG THE EAST LINE, AND SOUTH 89°10'7" WEST, 666.79 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION, THENCE CONTINUING SOUTH 89°10'7" WEST, 684.16 FEET; THENCE ON A 752.50 FOOT RADIUS CURVE TO THE LEFT WITH A 466.32 FOOT CHORD BEARING SOUTH 70°59'57" WEST; AN ARC DISTANCE OF 495.21 FEET; THENCE SOUTH 52°08'46" WEST, 79.51 FEET; THENCE NORTH 00°00'00" EAST, 737.61 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE ROUTE NUMBER 70; THENCE NORTH 64°05'38" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 686.93 FEET; THENCE SOUTH 00°08'08" WEST, 213.32 FEET; THENCE SOUTH 7°44'28" EAST, 599.48 FEET; THENCE SOUTH 00°08'53" EAST, 499.15 FEET TO THE POINT OF BEGINNING. CONTAINS 17.963 ACRES, MORE OR LESS.



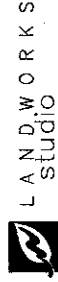
PLANT SCHEDULE

QUANTITY	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	COMMENTS
48	Anundo donax	GIANT REED GRASS	5-Gal	Space 10' O.C.
125	Miscanthus sinensis 'Gracilimus'	MAIDENGRASS	5-Gal	Space 3' O.C.



FEDERAL SURPLUS SITE PLAN

SCALE= 1:20



P.O. BOX 3783 OLAHE, KS 66063 913-780-6707

ORIGINAL
CONTRACT
DOCUMENTS

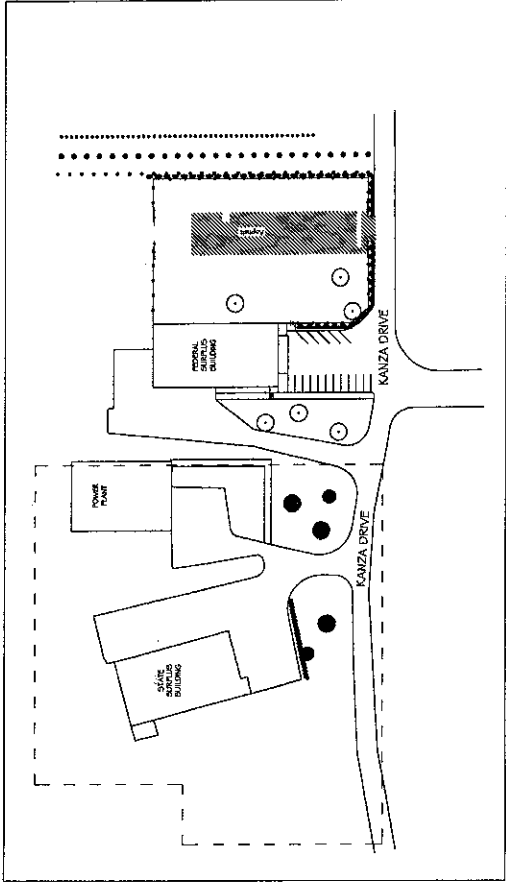
SHEET NUMBER:
11

REVISIONS:

DATE: 7/25/05
DRAWN BY: CLM
BUILDING NO.:

PROJECT TITLE:
CONDITIONAL USE PERMIT
FEDERAL SURPLUS BUILDING

DEPARTMENT OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT
KANSAS DFM
900 S.W. JACKSON, SUITE 600
TOPEKA, KANSAS 66612
PH: (785) 296-1318 FAX: (785) 296-3456
D. KEITH MEYERS, DIRECTOR



PROJECT LAYOUT PLAN

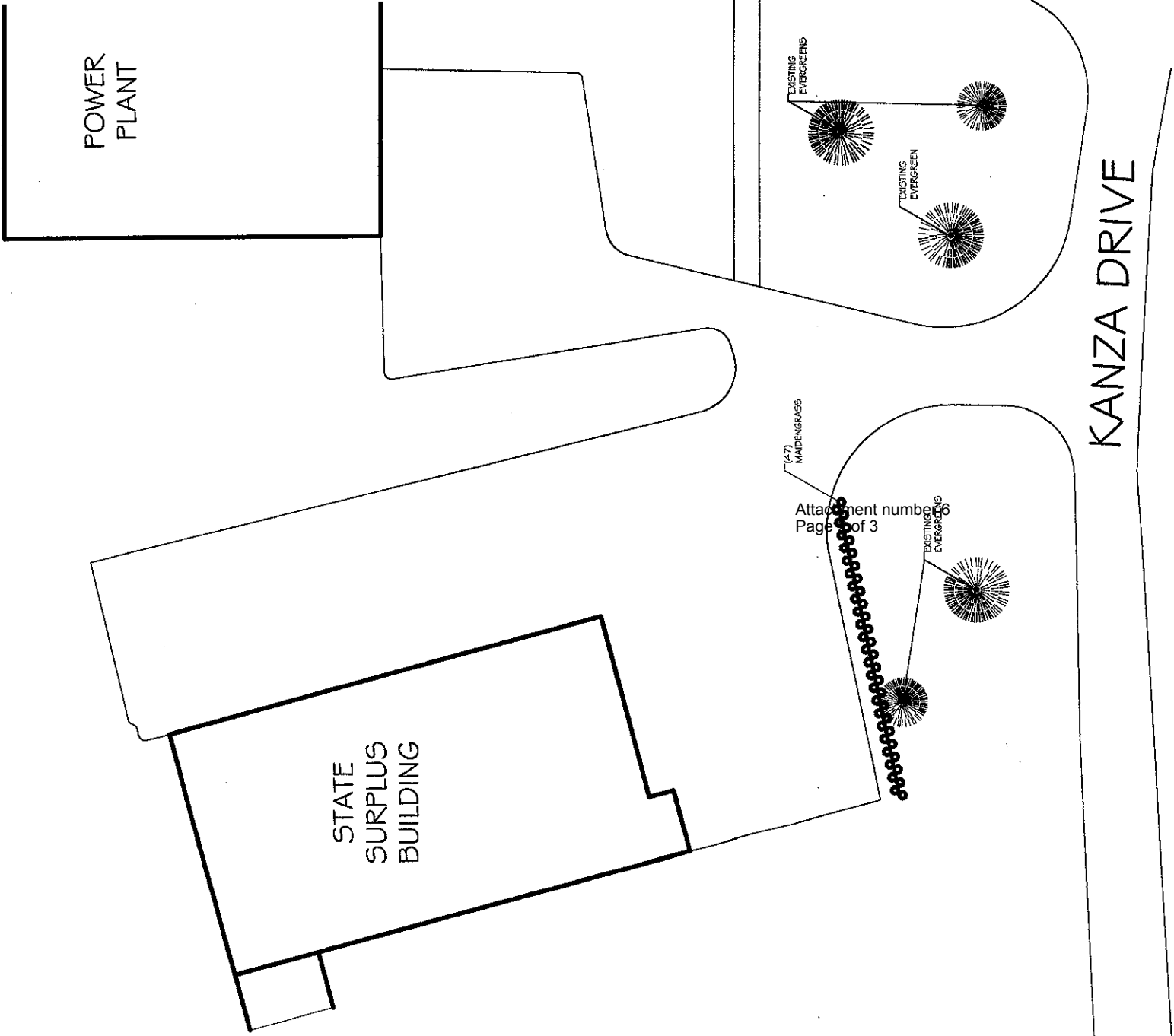
SCALE= 1:100

PARKING LOT SCREENING:
AS REQUIRED BY CITY

GRASSES

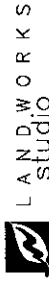
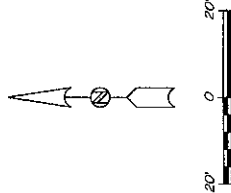
PLANT SCHEDULE

QUANTITY	SCIENTIFIC NAME	COMMON NAME	PLANTING SIZE	COMMENTS
47	Miscanthus sinensis 'Gracillimus'	MAIDENGRASS	5-Gal	Space 3' O.C.



STATE SURPLUS SITE PLAN

SCALE= 1:20



P.O. BOX 3783 OLAHE, KS 66083 913-780-6707

ORIGINAL
CONTRACT
DOCUMENTS

SHEET NUMBER:
L2
OF

REVISIONS:

DATE: 7/25/05
DRAWN BY: CLM
BUILDING NO.:

CCR:
PROJECT TITLE:
CONDITIONAL USE PERMIT
STATE SURPLUS BUILDING

DEPARTMENT OF ADMINISTRATION
KANSAS DEPARTMENT OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT
900 S.W. JACKSON, SUITE 600
TOPEKA, KANSAS 66612
PH: (785) 296-1318 FAX: (785) 296-3456
D. KEITH MEYERS, DIRECTOR

PLANTING NOTES

GENERAL

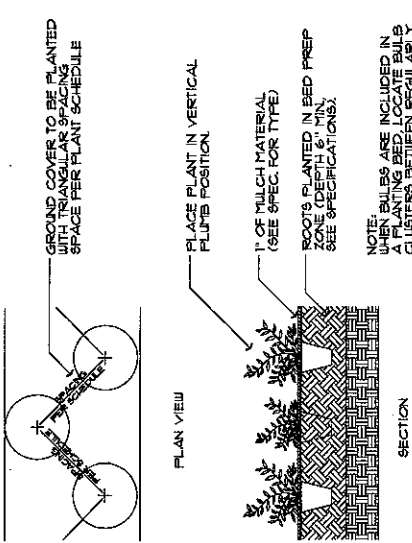
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF TOPEKA'S LANDSCAPE ORDINANCE.
2. LANDSCAPE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS AND SERVICE NECESSARY TO FURNISH AND INSTALL PLANTINGS AS SPECIFIED HEREIN AND AS SHOWN ON THE PLANS. CONTRACTOR WILL COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR AT THE DATE OF ACCEPTANCE. CONTRACTOR WILL MAKE ALL REPLACEMENTS PROMPTLY WITH DIRECTION OF OWNER.
3. NO MATERIAL SUBSTITUTIONS SHALL BE MADE WITHOUT ARCHITECT'S APPROVAL. ALTERNATE MATERIALS OF SIMILAR SIZE AND CHARACTER MAY BE CONSIDERED IF SPECIFIED PLANT MATERIALS CANNOT BE OBTAINED. ARCHITECT RESERVES THE RIGHT TO REVERSE PLANT LIST AS DEEMED NECESSARY.
4. QUANTITIES OF MATERIALS SHOWN ON THE PLANTING PLAN TAKE PRECEDENCE OVER QUANTITIES SHOWN ON THE PLANT MATERIAL SCHEDULE. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES ON THE PLANTING PLAN.
5. REPORT ANY DISCREPANCIES IN THE PLANTING PLAN TO THE ARCHITECT, PRIOR TO PURCHASING MATERIALS OR STARTING CONSTRUCTION.
6. LIMITS OF CONSTRUCTION SHALL BE THE DETERMINED BY THE PROJECT MANAGER.

SITE PREPARATION AND EARTHWORK

7. CONTRACTOR SHALL LOCATE ALL UTILITIES BEFORE COMMENCING WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ANY DAMAGE TO UTILITIES RESULTING FROM LANDSCAPE OPERATIONS. ANY UTILITIES SHOWN ON PLAN ARE FOR REFERENCE ONLY AND MAY OR MAY NOT DEPICT THE ACTUAL LOCATION OF SERVICES.
8. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING VEGETATION BEFORE GRADING CAN OCCUR. NO EXISTING TREES SHALL BE REMOVED.
9. TOPSOIL SHALL BE A FRABLE LOAM WITH GOOD STRUCTURE. SOLUBLE SALTS SHALL NOT EXCEED 500ppm AND ORGANIC MATTER SHALL BE NO LESS THAN 1.5% BY WEIGHT. PH SHALL RANGE BETWEEN 6.0 AND 7.0.
10. LANDSCAPE CONTRACTOR SHALL HAVE TOPSOIL AND ONSITE SOILS TESTED BY A CERTIFIED TESTING LABORATORY AND OBTAIN RECOMMENDATIONS FOR SOIL AMENDMENT TYPE(S) AND QUANTITIES. SUBMIT A COPY OF THIS REPORT TO THE ARCHITECT FOR THEIR RECORDS. RECOMMENDATIONS SHALL BE SPECIFIC TO THE PLANT MATERIALS SPECIFIED ON THE DRAWINGS.
11. GENERAL CONTRACTOR SHALL PLACE 4" OF TOPSOIL IN ALL TURF AND PLANTING BEDS WITHIN THE LIMITS OF CONSTRUCTION.
12. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY GRADING REQUIRED.
13. WHERE REMOVAL OF PAVEMENT IS REQUIRED FOR PLANTING AREAS, ALL SUB-BASE SHALL BE REMOVED TO A MINIMUM DEPTH OF 12". BACKFILL SHALL BE NATURAL TOPSOIL MIXED W/ AMENDMENTS AT THE RATIOS SPECIFIED BY A CERTIFIED TOPSOIL ANALYSIS.

PLANTING PREPARATION

14. CULTIVATE GROUND COVER PLANTING BEDS TO A DEPTH OF 12". TILL AMENDMENTS INTO THE PLANTING BED AT THE RATIOS SPECIFIED BY A CERTIFIED TOPSOIL ANALYSIS.
15. BACKFILL: TO BE CLEAN NATURAL TOPSOIL MIXED WITH AMENDMENTS AT THE RATIOS SPECIFIED BY A CERTIFIED TOPSOIL ANALYSIS.
16. WHEN CLAY SOIL IS ENCOUNTERED IN THE ESTABLISHMENT OF THE LAWN OR THE INSTALLATION OF THE PLANT MATERIAL IT SHALL BE IMPROVED IN ACCORDANCE WITH STANDARD TRADE PRACTICE. LANDSCAPE CONTRACTOR SHALL TAKE MEASURES TO INSURE ADEQUATE DRAINAGE.

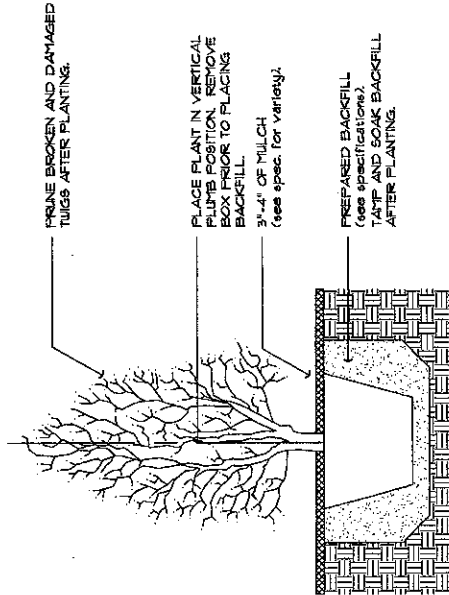


GROUND COVER PLANTING DETAIL

NO SCALE

PLANTING PREPARATION

17. ALL PLANT MATERIAL SHALL BE WELL-FORMED AND DEVELOPED IN GOOD CONDITION, HEALTHY AND DISEASE-FREE, AND BE TYPICAL OF THE SPECIES. PLANTS SHALL COMPLY IN ALL APPLICABLE RESPECTS WITH ACCEPTABLE STANDARDS AS SET FORTH IN THE AMERICAN ASSOCIATION OF NURSERYMAN'S "AMERICAN STANDARD OF NURSERY STOCK". HEIGHT OF PLANT MATERIALS SHALL BE MEASURED FROM EXISTING SOL LINE AT TOP OF ROOTBALL TO TOP OF CROWN.
18. ALL PLANT MATERIALS SHALL BE PROTECTED FROM THE DRYING ACTION OF THE SUN AND WIND AFTER BEING DUG, WHILE BEING TRANSPORTED, AND WHILE AWAITING PLANTING. BALLS OF PLANTS WHICH CANNOT BE PLANTED IMMEDIATELY SHALL BE PROTECTED FROM DRYING ACTION BY COVERING THEM WITH MOIST MULCH. PERIODICALLY, APPLY WATER TO MULCH-COVERED BALLS TO KEEP MOIST. IF PLANTING SHOULD OCCUR DURING GROWING SEASON, APPLY WATER TO BALLS IMMEDIATELY AFTER PLANTING TO REDUCE SHOCK AND TO PREVENT DRYING. APPLY REPEATLY ANTI-DESICCANT AFTER PLANTING TO REDUCE TRANSPIRATION.
19. PLANTS DESIGNATED CONTAINER GROWN SHALL HAVE BEEN GROWN IN POTS, CANS OR BOXES FOR A MINIMUM OF SIX MONTHS AND A MAXIMUM OF TWO YEARS. THESE PLANTS SHALL BE REMOVED FROM CONTAINERS BEFORE PLANTING. PLANTS THAT APPEAR ROOT-BOUND SHALL BE REJECTED.
20. ALL PLANT LOCATIONS ARE APPROXIMATE. ADJUST AS NECESSARY TO AVOID CONFLICTS. SHRUBS PLANTED NEAR PARKING STALLS SHALL MAINTAIN A MIN. CLEARANCE OF 24" FOR CAR OVERHANG.
21. USE TRIANGULAR SPACING IN ALL GROUND COVER AND ANNUAL BEDS.
22. PLANT GROUND COVER WITHIN ONE FOOT (1') OF TRUNKS OF TREES OR SHRUBS PLANTED WITHIN AREA.
23. SOO TYPE SHALL BE LOCALLY AVAILABLE THIN BLADE FESCUE BLEND.
24. MULCH IS TO BE USED IN ALL PLANTING BEDS. LANDSCAPE CONTRACTOR SHALL MAINTAIN MULCH DEPTH OF 2" FOR TREES AND 1" FOR SHRUBS. MULCH SHALL BE APPLIED PRIOR TO STARTING CONSTRUCTION. SIZE OF MATERIAL TO RANGE FROM 1"-2" ONLY.
25. PLACE 3" OF MULCH IN ALL SHRUB BEDS AND PLACE 2" OF MULCH IN GROUND COVER BEDS.
26. PLANTING BEDS RECEIVING MULCH ARE TO BE FREE OF WEEDS AND GRASS. TREAT BEDS WITH A PRE-EMERGENT HERBICIDE PRIOR TO PLANTING AND MULCH PLACEMENT. APPLY IN ACCORDANCE WITH STANDARD TRADE PRACTICE. DO NOT APPLY PRE-EMERGENT HERBICIDE IN AREAS OF BEDS TO BE PLANTED WITH GROUND COVERS, BULBS OR HERBACEOUS PLANTS. WEED BARRIER MUST BE PLACED IN ALL PLANTING BEDS.
27. THE CONTRACTOR SHALL PROVIDE ALL WATER, WATERING DEVICES AND LABOR NEEDED TO IRRIGATE PLANT MATERIALS UNTIL PROVISIONAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL SUPPLY ENOUGH WATER TO MAINTAIN THE PLANTS' HEALTHY CONDITION.
28. REMOVE ALL RUBBISH, EQUIPMENT AND MATERIAL AND LEAVE THE AREA IN A NEAT, CLEAN CONDITION. EACH DAY, REMOVE ALL RUBBISH, EQUIPMENT AND MATERIAL FROM THE PLANTING AREA. MATERIALS BY OTHER TRADES IN A CLEAN AND UNOBSTRUCTED CONDITION AT ALL TIMES.
29. REMOVE SOIL OR DEBRIS THAT ACCUMULATED DURING OR AS A RESULT OF PLANTING OPERATIONS EACH DAY.
30. FERTILIZE ALL PLANTS WITH 10-20-10 COMMERCIAL SLOW-RELEASE FERTILIZER AS DIRECTED BY INSTRUCTIONS ON FERTILIZER.
31. REESTABLISH TURF IN AREAS DISTURBED BY GRADING OR UTILITY TRENCHING IN THE R.O.W.
32. LIMIT AMOUNT OF PRUNING TO A MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS AND BRANCHES. PRUNE IN SUCH A MANNER AS NOT TO CHANGE NATURAL HABIT OR SHAPE OF PLANT. MAKE CUTS FLUSH, LEAVING NO STUBS. CUTS OF ONE INCH (1") OR MORE TO BE PAINTED WITH TREE PAINT. CENTRAL LEADERS SHALL NOT BE REMOVED.

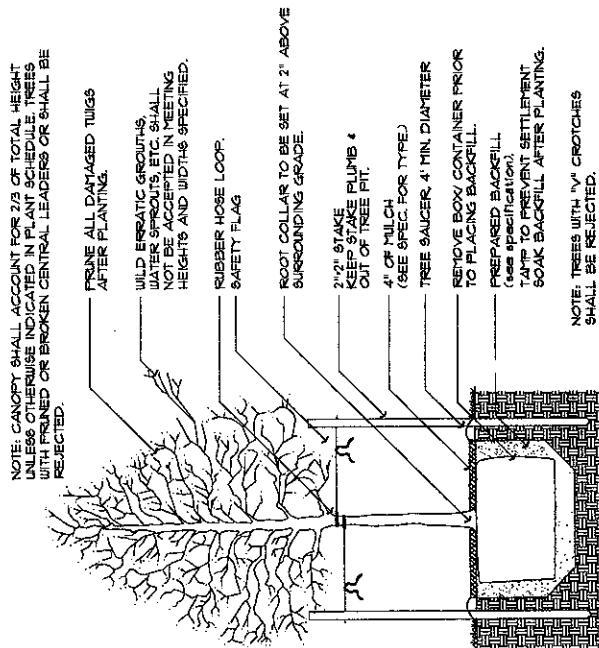


SHRUB PLANTING DETAIL

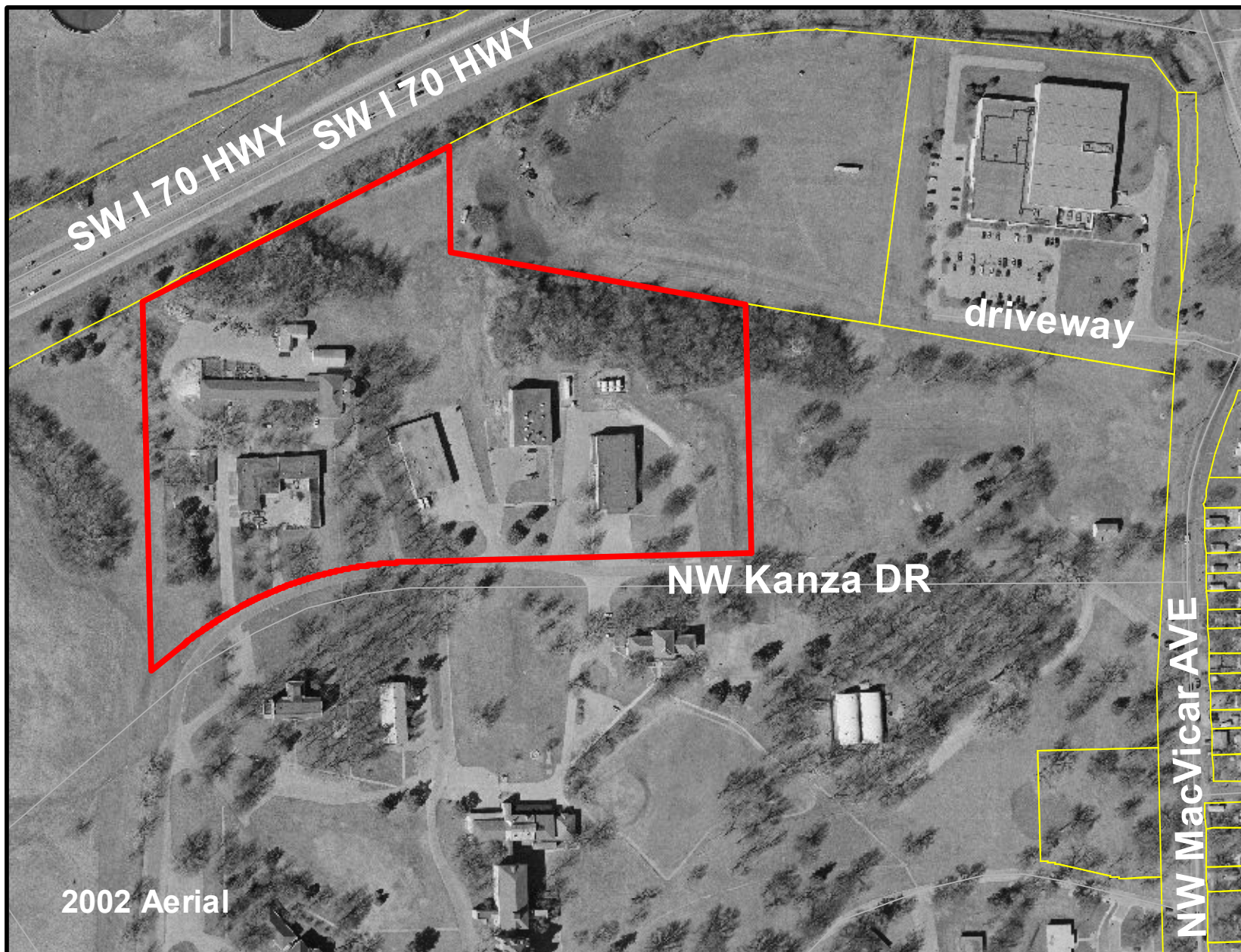
NO SCALE

TREE PLANTING & STAKING DETAIL

NO SCALE



NOTE: CANOPY SHALL ACCOUNT FOR 2/3 OF TOTAL HEIGHT UNLESS OTHERWISE INDICATED IN PLANT SCHEDULE. TREES WITH PRUNED OR BROKEN CENTRAL LEADERS OR SHALL BE REJECTED.



**CU05/8A by KS Dept. of Administration,
Div. of Facilities Management**



State Surplus Site looking north from Kanza Drive



West side of Federal Surplus Site looking east on Kanza Drive



View of southwest corner of Federal Surplus Site on Kanza
Drive looking east



View of southeast corner of Federal Surplus Site looking east
on Kanza Drive



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

November 29, 2006

+ Back Print

DATE: December 5, 2006

CONTACT PERSON: Pam Simecka **DOCUMENT #:**

SECOND PARTY/SUBJECT: Tax Lien for Unpaid Sewer Service Charges **PROJECT #:**

CATEGORY/SUBCATEGORY: 014 Ordinances – Non-Codified / 008 Special Assessments

CIP PROJECT: No

ACTION OF COUNCIL: **JOURNAL #:**

PAGE #:

DOCUMENT DESCRIPTION:

AN ORDINANCE introduced by City Manager, Norton N. Bonaparte, Jr., instituting a real estate lien upon certain lots and pieces of ground in Shawnee County, Kansas, to pay the cost for sewage collection and treatment where such payments to the City have not been made due to neglect, failure or refusal to pay, pursuant to K.S.A. 12-631K. First Reading.

(The ordinance allows the City to have a real estate lien placed on certain properties for the purpose of collecting unpaid sewer service charges.)

POLICY ISSUE:

This ordinance does not affect any City of Topeka policy.

STAFF RECOMMENDATION:

Staff recommends Council approve of this request.

BACKGROUND:

An ordinance to create a tax lien for unpaid sewer charges for certain properties in Shawnee County, Kansas, where the property owner has not paid the sewer service charges. This is the only means we have of collecting these delinquent accounts. We have used this method of collecting past due rural wastewater charges for the past several years.

BUDGETARY IMPACT:

Collection of unpaid sewer accounts in the amount of \$3,040.59.

SOURCE OF FUNDING:

Any monies collected would go to the Water Pollution Control Fund.

ATTACHMENTS:

[Ordinance](#)

Item #25

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager, Norton N. Bonaparte, Jr., instituting a real estate lien upon certain lots and pieces of ground in Shawnee County, Kansas, to pay the cost for sewage collection and treatment where such payments to the City have not been made due to neglect, failure or refusal to pay, pursuant to K.S.A. 12-631k.

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

Section 1. That there be and is hereby instituted a real estate lien upon the following described lots and pieces of ground in Shawnee County, Kansas, pursuant to K.S.A. 12-631k:

Property ID Number	Property Owner of Record	Address	Amount
1311104008006000	William S. & Pamela S. Hook	4320 SE 26 th Terr., Topeka	\$279.71
1311103010014000	Thurman G., Sr. & Cynthia Williams	3600 SE 27 th Terr., Topeka	\$913.82
0910202005009000	Lloyd T. & Sondra J. Eastwood	3816 NW 44 th Terr., Topeka	\$831.96
1311103004010000	Douglas W. & Brenda M. Hanna	2527 SE Alexander Dr., Topeka	\$322.77
0273601002016000	Joseph G. & Chasity Flowers	5328 NW Green Hills Rd., Topeka	\$692.33

Section 2. The City Clerk shall certify a copy of this Ordinance and deliver the same to the County Clerk of Shawnee County, Kansas, who shall place the several amounts mentioned in Section 1 of this Ordinance upon the tax rolls of said County to be collected as one (1) tax in the same manner as other taxes and assessments are collected.

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

24 PASSED AND APPROVED by the City Council _____, 2006.

25 CITY OF TOPEKA, KANSAS

26

27

28

29

William W. Bunten, Mayor

30

31 ATTEST:

32

33

34 _____
Iris E. Walker, City Clerk

ATTACHMENTS:

[Project Budget](#)

[Map](#)

[Ordinance](#)

PROJECT BUDGET
Project No. 70198-01
Construction, ROW, Construction Inspection

LOCATION:

SW Urish and SW 21st Streets

DESCRIPTION OF PROJECT:

Construction of Roundabout

SOURCE OF FUNDS:

Sales Tax Project

Total Project Cost = \$3,281,780

\$3,149,780 plus Preliminary Engineering \$132,000 (already approved)

COST ESTIMATE:

	<u>Total</u>
Construction:	\$2,314,000.00
Design:	\$0.00
Construction Service Fees:	
<i>Construction Inspection</i>	\$253,680.00
<i>Construction Staking</i>	\$0.00
Administrative Fees:	
<i>Legal Dept. Admin.</i>	\$0.00
<i>Engineering Admin.</i>	\$0.00
Right-of Way Acquisition:	\$465,000.00
Contingency Amount:	\$117,100.00
Temporary Notes:	\$0.00
Total:	<u>\$3,149,780.00</u>

PUBLIC HEARING:

PROJECT AUTHORITY:

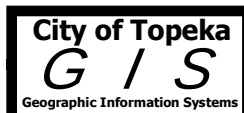
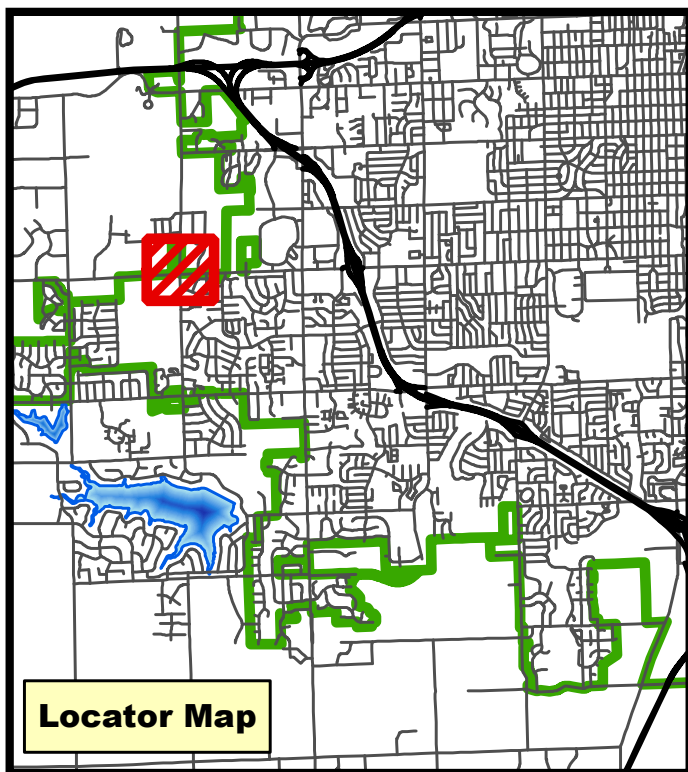
- a. Statutes: _____
- b. Ord./Res. No.: _____
- c. Improvement District: _____
- d. City at Large: _____
- e. Method of Assessment: _____

Date: _____

PROJECT ENGINEER:

Linda Voss _____

SW 21st Street and SW Urish Road



City of Topeka GIS

515 S. Kansas Ave. Ste. 301 * Topeka, KS 66603
Division of Public Works * Technical Support Group
Ph. 785-368-1905 F. 785-368-1902 www.topeka.org

No Scale



(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Norton N. Bonaparte, Jr., authorizing Improvement Project No. 70198-01, which provides for the construction of a roundabout at the intersection of SW Urish and SW 21st Street, as more specifically described herein, all pursuant to Section A12-1 of the Code of the City of Topeka.

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

Section 1. That it is hereby deemed advisable and necessary and is also hereby authorized, pursuant to Section A12-1 of the Code of the City of Topeka that the following public improvement be made:

A. GENERAL NATURE OF IMPROVEMENT:

This project will provide the construction, right-of-way, and inspection of a roundabout at the intersection of S.W. Urish and SW 21st Street.

B. TOTAL PROJECT BUDGET COST:

\$3,149,785.00

C. SOURCE OF FUNDS:

One-half (½) Cent Sales Tax revenues

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

PASSED and APPROVED by the City Council _____.

CITY OF TOPEKA, KANSAS

ATTEST:

William W. Bunten, Mayor

Iris E. Walker, City Clerk



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

December 5, 2006

 + Back  Print

DATE: December 5, 2006

CONTACT PERSON:

DOCUMENT #:

SECOND PARTY/SUBJECT:

PROJECT #:

CATEGORY/SUBCATEGORY

CIP PROJECT: No

ACTION OF COUNCIL:

JOURNAL #:

PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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SOURCE OF FUNDING:

ATTACHMENTS:

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