



City Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
<https://www.topeka.org>

Governing Body Agenda

July 9, 2019
5:00 PM

Mayor: Michelle De La Isla

Councilmembers

Karen A. Hiller	District No. 1	Brendan Jensen	District No. 6
Sandra Clear	District No. 2	Aaron Mays	District No. 7
Sylvia E. Ortiz	District No. 3	Jeff Coen	District No. 8
Tony Emerson	District No. 4	Michael Lesser	District No. 9
Mike Padilla	District No. 5		

City Manager: Brent Trout

Addressing the Governing Body: No person shall address the Governing Body during a Governing Body Meeting, unless they have notified the City Clerk at (785)368-3940 or by email at cclerk@topeka.org by 5:00 P.M. on the day of any Governing Body Meeting or sign up to speak at the meeting by 6:00 P.M. This limitation shall not apply to items added during the course of a meeting. The Governing Body 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 Governing Body.

Persons addressing the Governing Body will be limited to four (4) consecutive minutes on a particular agenda item. Debate, question/answer dialogue or discussion between Governing Body members will not be counted towards the four (4) minute time limitation. The Chair may extend time with the unanimous consent of the Governing Body or by an affirmative vote of five (5) Governing Body members may extend the four (4) minute limitation. The requirement to notify the City Clerk will not apply towards public hearings required by State and Federal law.

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

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

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

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

1. ROLL CALL:

2. CONSENT AGENDA:

A. Lease for Telecom Equipment - Burnett's Mound - Extension of Lease

EXTENSION of lease term for use of Burnett's Mound Communication Tower by STC Five, LLC (formerly Sprint).

(Approval would extend the lease term for use of space on the City's Communication Tower at Burnett's Mound for six additional 5-year terms, beginning January 21, 2023)

B. MINUTES of the regular meeting of July 2, 2019

C. APPLICATIONS:

3. ACTION ITEMS:

A. Ordinance - Sherwood Crossing PUD Master Plan (PUD19/1)

ORDINANCE introduced by City Manager Brent Trout amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code on a 14-acre portion of the original Villa West shopping center property located at the northwest intersection of SW 29th Street and SW Wanamaker Road from "PUD" Villa West Planned Unit Development District (C-4/I-1 uses) to "PUD" Sherwood Crossing Planned Unit Development District (C-4 uses). *(PUD 19/1) (Council District No.8)*

Voting Option Requirements: (1) Approve Planning Commission's recommendation, 6 votes required (2) Reject or Amend Planning Commission's recommendation, 7 votes required; or (3) Remand back to Planning Commission, 6 votes required.

(Approval will allow up to 31,000 square feet of new commercial construction on the property and redevelopment of the existing facades and parking lot as well as new parking in two phases.)

B. Ordinance - Tim's Auto Salez LLC (Z19/4)

ORDINANCE introduced by City Manager Brent Trout amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on property located at 660 NE U.S. 24 Highway from "C-4" Commercial District TO "I-1" Light Industrial District. *(Z19/4) (Council District No. 2)*

Voting Option Requirements: (1) Approve Planning Commission's recommendation, 6 votes required (2) Reject or Amend Planning Commission's recommendation, 7 votes required; or (3) Remand back to Planning Commission, 6 votes required.

(Approval will allow development of a self-storage facility.)

C. Resolution - Giant Communications (CU19/06)

RESOLUTION introduced by City Manager Brent Trout, in accordance with Section 18.60.010 of the Topeka Municipal Code, approving a Conditional Use Permit for a "Public Utility Facility,

Type II (Fiber Optic Network Facility)" on property zoned "C-4" Commercial District and located at 5031 SW 28th Street in the City of Topeka, Shawnee County, Kansas. (CU19/06) (Council District No.8)

Voting Option Requirements: (1)Approve Planning Commission's recommendation, 6 votes required (2) Reject or Amend Planning Commission's recommendation, 7 votes required; or (3) Remand back to Planning Commission, 6 votes required.

(Approval of the Conditional Use Permit will allow Giant Communications to construct and operate a fiber optic network facility.)

D. Resolution - City of Topeka (CU19/07)

RESOLUTION introduced by City Manager Brent Trout, in accordance with Section 18.60.010 of the Topeka Municipal Code, approving a Conditional Use Permit for a "Public Utility Facility, Type II" (Water Pump Station) on property within the "R-1" Single Family Dwelling District and located at 2907 NW Topeka Boulevard in the City of Topeka, Shawnee County, Kansas. (CU19/07) (Council District No.2)

Voting Option Requirements: (1)Approve Planning Commission's recommendation, 6 votes required (2) Reject or Amend Planning Commission's recommendation, 7 votes required; or (3) Remand back to Planning Commission, 6 votes required.

(Approval of the Conditional Use Permit will allow the City of Topeka Utilities Department to construct and operate a water pump station.)

E. Water AFSCME Labor Agreement for 2018-2020

APPROVAL of a three-year labor agreement between the City of Topeka and the Water Division of AFSCME Council 61, Local 1294.

Voting Requirement: At least six (6) votes of the Governing Body is required.

(Approval of this agreement would provide guidelines for management and employees in the bargaining unit. Term of the agreement is 2018 through 2020.)

F. 2020 City of Topeka Operating Budget - Consideration of Amendments

DISCUSSION of, and possible ACTION on, the 2020 Proposed City of Topeka Operating Budget. (Deferred from the meeting of July 2, 2019.)

Voting Requirement: At least six (6) votes of the the Governing Body is required.

(Governing Body members will present and consider amendments to the 2020 proposed budget.)

G. Notice of Public Hearing Date - 2020 Operating Budget

ESTABLISHING a public hearing date of August 13, 2019, for the purpose of hearing and answering objections of taxpayers relating to the proposed City of Topeka 2020 Operating Budget; setting the maximum expenditure limits; and authorize the publication of the public hearing notice in the Topeka Metro Newspaper.

Voting Requirement: At least six (6) votes of the Governing Body is required.

(Approval authorizes the public hearing notice to be published in the Topeka Metro News on July 15, 2019.)

4. NON-ACTION ITEMS:

A. Discussion - RPI/Contractor License Renewal Process

AN OVERVIEW of the Contractor License Renewal Rapid Process Improvement (RPI) Event.

(The Development Services Division examined the contractor license renewal process.)

B. Discussion - 2015 Uniform Mechanical Code and Backflow/Cross Connection Ordinances

DISCUSSION concerning adoption of the 2015 Uniform Mechanical Code and changes to the current organizational structure for inspection services for water backflow. *(Deferred from the meeting of June 11, 2019.)*

5. ANNOUNCEMENTS:

6. PUBLIC COMMENT:

7. EXECUTIVE SESSION:

Executive Sessions are closed meetings held in accordance with the provisions of the Kansas Open Meetings Act.

(Executive sessions will be scheduled as needed and may include topics such as personnel matters, considerations of acquisition of property for public purposes, potential or pending litigation in which the city has an interest, employer-employee negotiations and any other matter provided for in K.S.A. 75-4319.)

8. ADJOURNMENT:



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 9, 2019

DATE:	July 9, 2019	
CONTACT PERSON:	Braxton Copley, Deputy Utilities Director	DOCUMENT #:
SECOND PARTY/SUBJECT:	STC Five LLC	PROJECT #:
CATEGORY/SUBCATEGORY	007 Contracts and Amendments / 007 Leases - Other	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

EXTENSION of lease term for use of Burnett's Mound Communication Tower by STC Five, LLC (formerly Sprint).

(Approval would extend the lease term for use of space on the City's Communication Tower at Burnett's Mound for six additional 5-year terms, beginning January 21, 2023)

VOTING REQUIREMENTS:

At least six (6) votes of the Governing Body is required.

POLICY ISSUE:

Whether to extend the current lease which expires on January 20, 2023, for six additional 5-year terms with a final expiration date of January 20, 2053.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the agreement.

BACKGROUND:

Topeka Municipal Code Section 3.30.360 requires approval of the governing body for leases of City property if the rent exceeds \$10,000 per year.

Since 1998, the City has leased space to Sprint on the City's communication tower at Burnett's Mound. The annual rent is now \$36,000. The lease expires in 2023. Sprint's successor would like to extend the lease for another 30 years (six, 5-year terms) until 2053.

The rent would increase 15% at the beginning of each 5-year period, starting in 2023. The company would also pay the City an additional \$3,000 for agreeing to extend the lease now rather than at the end of the term in 2023.

BUDGETARY IMPACT:

Company will continue its current payment of \$36,000 annually, with a 15% increase every 5 years, commencing in 2023. Company will also pay the City \$3,000 upon execution of the lease extension.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Amendment to City of Topeka Contract # 28794

Contract No. 28794

**FIRST AMENDMENT TO
CITY OF TOPEKA CONTRACT NO. 28794 AGREEMENT**

THIS FIRST AMENDMENT TO CITY OF TOPEKA CONTRACT NO. 28794 AGREEMENT (the “First Amendment”) is made effective this ____ day of _____, 2019 (“Effective Date”), by and between CITY OF TOPEKA, a duly organized municipal corporation (hereinafter referred to as “Lessor”) and STC FIVE LLC, a Delaware limited liability company, by and through its Attorney In Fact, Global Signal Acquisitions III LLC, a Delaware limited liability company (hereinafter referred to as “Lessee”).

RECITALS

WHEREAS, Lessor and Sprint Spectrum, LP, a Delaware limited partnership (“Original Lessee”) entered into a City of Topeka Contract No. 28794 Agreement dated January 21, 1998 (the “Agreement”), whereby Original Lessee leased certain real property, together with access and utility easements, located in Shawnee County, Kansas from Lessor (the “Site”), all located within certain real property owned by Lessor (“Lessor’s Property”); and

WHEREAS, STC Five LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on January 21, 1998 and expired on January 20, 2003. The Agreement provides for four (4) extensions of five (5) years each, all of which were exercised by Lessee. According to the Agreement, the final extension expires on January 20, 2023; and

WHEREAS, Lessor and Lessee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. All references in the Agreement to the capitalized term “SSLP” shall be replaced with “Lessee”. All references in the Agreement to the capitalized term “Owner” shall be replaced with “Lessor”.

2. Term. Section 2 of the Agreement is hereby deleted in its entirety and the following inserted in its place:

The initial term of this Agreement shall be for a period of five (5) years commencing on January 21, 1998 (“Commencement Date”) and expiring on January 20, 2003 (the “Initial Term”). At the conclusion of the Initial Term, Lessee shall be entitled to ten (10) extensions of five (5) years each, with the final lease extension expiring on January 20, 2053 (each extension is referred to as a “Renewal Term”). The Initial Term and any Renewal Term shall be collectively referred to as the “Lease Term”. The Lease Term shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew at least ninety (90) days prior to the expiration of the then current five year term.

Lessor and Lessee hereby acknowledge that Lessee has exercised four (4) Renewal Terms, leaving a balance of six (6) Renewal Terms.

3. Rent Term Escalation. Commencing on January 21, 2023 and every five (5) years thereafter (each an “Adjustment Date”), the monthly rent shall increase by an amount equal to fifteen percent (15%) of the monthly rent in effect for the month immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Lease, including the escalations set forth in in Exhibit C to the Agreement.

4. Survey. Lessee reserves the right, at its discretion and at its sole cost, to obtain a survey (“Survey”) specifically describing the Site and any access and utility easements associated therewith. Lessee shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

5. Conditional Signing Bonus. Lessee will pay to Lessor a one-time amount of Three Thousand and 00/100 Dollars (\$3,000.00) for the full execution of this First Amendment, payable within sixty (60) days of the full execution of this First Amendment (“Conditional Signing Bonus”). In the event that this First Amendment (and any applicable memorandum of Agreement and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Lessor.

6. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

a) Lessor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Lessor’s obligations under the Agreement as amended hereby.

b) Lessee is not currently in default under the Agreement, and to Lessor’s knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

c) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Lessee’s continuous and uninterrupted use, possession and quiet enjoyment of the Site under the Agreement as amended hereby.

d) Lessor acknowledges that the Site, as defined, shall include any portion of Lessor’s Property on which communications facilities or other Lessee improvements exist on the date of this First Amendment.

7. Notices. Lessee’s notice address as stated in Section 6 of the Agreement is amended as follows:

If to Lessee:
STC Five LLC
c/o Crown Castle USA Inc.
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

8. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be

reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

9. Letter Agreement. This First Amendment supersedes that certain Letter Agreement by and between Lessor and Lessee dated May 9, 2019, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, the terms and conditions in this First Amendment shall control.

10. Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

11. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent.

12. Recordation. Lessee, at its cost and expense, shall have the right to record a memorandum of this First Amendment in the official records of Shawnee County, Kansas at any time following the execution of this First Amendment by all parties hereto.

[Signature pages follow]

Lessor and Lessee have caused this First Amendment to be duly executed on the day and year first written above.

ATTEST:

LESSOR:

CITY OF TOPEKA, a duly organized
municipal corporation

By: _____

Print Name: _____

Title: City Clerk

By: _____

Print Name: Brent Trout

Title: City Manager

[Lessee Execution Page Follows]

This First Amendment is executed by Lessee as of the date first written above.

LESSEE:

STC FIVE LLC, a Delaware limited liability company

By: Global Signal Acquisitions III LLC, a Delaware limited liability company

Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

COUNCIL ACTION FORM

4F.

Document: Contract Initiated by: Metro Planning
Subject: Conditional Use Permit Sponsored by: Administration
Second Party: City of Topeka, Kansas Originating Office: P L A N
Project #: C U 9 7 / 2 1 Contact Person: Barry T. Beagle
Document #: 28794 Capital Project: N/A (Y N N/A)
Category: 0 2 0 Sub-Category: 0 0 1

Dept. Head Auth. Michael E. McLean Mayor/CAO Auth: _____
Date: 1-6-98 Date: _____
Dept. Head Auth. _____ Controller Auth: _____
Date: _____ Date: _____

Requested Action: Consideration by the City Council pursuant to the following schedule:

A. Action Agenda: January 13, 1998.

Financial Implications: No Anticipated Cost to the City of Topeka

Description: CU97/21 by the City of Topeka requesting a Conditional Use Permit to establish a telecommunication tower on property currently zoned "R-1" Single Family Dwelling District and located in the south-central portion of Skyline Park, approximately 1,050-feet west of S.W. Skyline Parkway and approximately 700-feet from the south and west boundaries of the park in the City of Topeka, Kansas. The Planning Agency recommended **CONDITIONAL APPROVAL** as referenced in the attached report dated December 15, 1997. The Planning Commission considered this request on December 15, 1997, and recommended **CONDITIONAL APPROVAL** of this proposal by a vote of 7-0-0-0. (Council District No. 7)

Presented To Council

Time 7:45 P M.
Date January 13, 1998
Action of Council: Second

Time _____ M.
Date _____ 19____
Action of Council: _____

Time _____ M.
Date _____ 19____
Action of Council: _____

Journal: 98 Pg: 23

Journal: _____ Pg: _____

Journal: _____ Pg: _____

JAN 26 1998

CITY OF TOPEKA CONTRACT NO. 28794AGREEMENT

THIS AGREEMENT entered into this 21st day of January, 19 98, by and between the City of Topeka, a duly organized municipal corporation hereinafter referred to as "Owner" and Sprint Spectrum, L.P., a Delaware limited partnership, hereinafter referred to as "SSLP."

WHEREAS, the Owner has taken proposals for the lease of area, more specifically described hereinafter for installation of a telecommunication tower; and

WHEREAS, after due consideration of the proposals, the Owner has selected the proposal submitted by SSLP; and

WHEREAS, the parties hereto elect to set forth the conditions which shall govern the lease.

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

1. **Premises and Use.** Owner leases to SSLP the site (Site) described below:

Land consisting of approximately 9,101 square feet upon which SSLP will construct its equipment base station and antenna support structure; in the Site location(s) shown on Exhibit A, together with a non-exclusive easement for reasonable access thereto and to the appropriate, in the discretion of SSLP, source of electric and telephone facilities. The Site will be used by SSLP for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, a personal communications service system facility (PCS), including, without limitation, antenna equipment, cable wiring, related fixtures and, if applicable to the Site, an antenna structure. SSLP will use the Site in a manner which will not unreasonably disturb the occupancy of Owners' other tenants. SSLP specifically acknowledges the terms and conditions of City of Topeka

Contract No. 20978 with McCaw Cellular Communications, Inc., and agrees not to take any action inconsistent with the terms and conditions of said agreement. SSLP will have access to the Site twenty-four (24) hours per day, seven (7) days per week.

A description of the improvements and construction work that SSLP will undertake is set forth in Exhibit D, attached hereto and incorporated by reference as if fully set forth herein.

2. **Term.** The term of the Agreement (the "Initial Term") is five (5) years, commencing on the date ("Commencement Date") both SSLP and Owner have executed this Agreement. This Agreement will be automatically renewed for four (4) additional terms (each a "Renewal Term") of five (5) years each, unless SSLP provides Owner notice of intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

3. **Rent.** Until the earlier of (a) that date which is thirty (30) days after the issuance of a building permit, or (b) the first (1st) day of the month following the commencement of the physical preparation of the Site, the rent will be a one-time aggregate payment of \$100.00, the receipt of which Owner acknowledges. Thereafter, rent will be paid in equal monthly installments of \$3,000.00 on or before the first (1st) day of each month (until increased as set forth herein), partial months to be prorated, in advance. Rent for each Renewal Term will be increased as set forth in Exhibit C. Rent paid by McCaw Cellular Communications, Inc. shall be paid directly to the City of Topeka.

4. **Title and Quiet Possession.** Owner represents and agrees (a) that it is the Owner of the Site; (b) that it has the right to enter into this Agreement; (c) that the person

signing the Agreement has the authority to sign; (d) that SSLP is entitled to access to the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as SSLP is not in default beyond the expiration of any cure period; and (e) that Owner will not have unsupervised access to the PCS equipment.

5. **Assignment/Subletting.** SSLP will not assign or transfer this Agreement without the prior written consent of Owner, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, SSLP may assign without Owner's prior written consent to any party controlling, controlled by or under common control with SSLP or to any party which acquires substantially all of the assets of SSLP. In addition, SSLP may, without the consent of Owner, collaterally assign its rights under this Agreement to any or all parties providing financing for any part of SSLP's Nationwide PCS Network under a collateral trust for the benefit of any one or more such entities providing financing for any part of SSLP's Nationwide PCS Network or similar arrangement for the benefit of such parties providing such financing. SSLP may sublet any portion of the Site without the prior written consent of the Owner.

6. **Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise required by law. Notice shall be forwarded as follows:

Owner

Attn: City Clerk
215 S.E. 7th Street
Topeka, KS 66603

SSLP

Attn: Director, Engineering and Operation
4900 Main 12th Floor
Kansas City, MO. 64112

All rents shall be forwarded to:

Attn: Real Estate Officer
515 S. Kansas Avenue, #405
Topeka, KS 66603

7. **Improvements.** SSLP may, at its expense, make such improvements on the Site as it deems necessary from time to time for the operation of the PCS system. Owner agrees to cooperate with SSLP with respect to obtaining any required zoning approvals for the Site and such improvements. Upon termination or expiration of this Agreement, SSLP may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss.

8. **Compliance with Laws.** Owner represents that Owner's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. SSLP will comply with all applicable laws relating to its possession and use of the Site.

9. **Interference.** SSLP will resolve technical interference problems with equipment presently located at the Site as of the Commencement Date of this Agreement, or any equipment that becomes attached to the Site at any future date if SSLP desires to add additional equipment to the Site. Owner will not permit or suffer the installation of any future equipment which (a) results in technical interference problems with SSLP's then existing equipment or (b) encroaches onto the Site.

10. **Utilities.** SSLP will pay for all utilities used by it at the Site. Owner will cooperate with SSLP in SSLP's efforts to obtain and pay the costs associated with providing utilities from any location provided by Owner or the servicing utility, including signing any easement or other instrument reasonably required by the utility company.

11. **Termination.** SSLP may terminate this Agreement at any time by notice to Owner without further liability if SSLP does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third (3rd) party to operate the PCS system, or if any such approval is canceled, expires or is withdrawn or terminated, or if Owner fails to have proper ownership of the Site or authority to enter into this Agreement, or if SSLP, for any other reason, in its reasonable discretion, determines that it will be unable to use the Site for its PCS network. Upon termination, all prepaid rent will be retained by Owner unless such termination is due to Owner's failure of proper ownership or authority, or such termination is a result of Owner's default.

12. **Default.** If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may

not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

13. **Indemnity.** Owner and SSLP each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the ownership, use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Paragraph will survive termination of this Agreement.

14. **Hazardous Substances.** Owner represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. SSLP will not introduce or use any such substance on the Site in violation of any applicable law.

15. **Taxes.** SSLP will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. SSLP will pay to Owner any increase in real property taxes attributable solely to any improvements to the Site made by SSLP within sixty (60) days after receipt of satisfactory documentation indicating calculation of SSLP's share of such real estate taxes and payment of the real estate taxes by Owner.

16. **Insurance.** SSLP will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished

to Owner upon execution of this Agreement. Such policy will provide that cancellation will not occur without at least fifteen (15) days prior written notice to Owner. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery against the other party in connection with any damage covered by such policy.

17. **Maintenance.** SSLP will be responsible for repairing and maintaining the PCS system and any other improvements installed by SSLP at the Site in a proper operating and reasonably safe condition; provided, however if any such repair or maintenance is required due to the acts of Owner, its agents or employees, Owner shall reimburse SSLP for the reasonable costs incurred by SSLP to restore the damaged areas to the condition which existed immediately prior thereto.

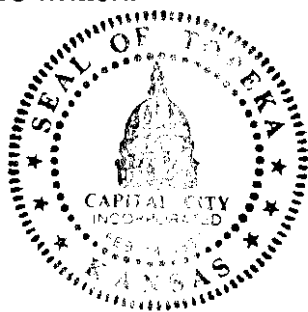
18. **Miscellaneous.** This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. This Agreement is governed by the laws of the State in which the Site is located. If requested by SSLP, Owner agrees promptly to execute and deliver to SSLP a recordable Memorandum of this Agreement in the form of Exhibit B. This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than

those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expenses from the non-prevailing party.

The following Exhibits are attached to and made a part of the Agreement: Exhibit A, Site Description; Exhibit B, Memorandum of PCS Site Agreement; Exhibit C, Rental Increases; and Exhibit D, Tower Drawings & Construction Plans.

19. This lease is subject to and conditioned upon SSLP receiving the proper approvals from all governing authorities, at SSLP's sole cost and expense. In the event all governing authorities do not approve of the communication tower location, height, zoning, permitting, use or other requirements, this lease shall be considered null and void and of no further force or effect.

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



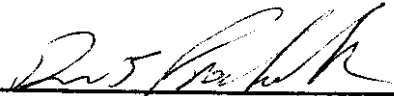
ATTEST:

Iris E. Walker
Iris E. Walker, City Clerk

CITY OF TOPEKA, KANSAS

By Joan Wagnon
Joan Wagnon, Mayor

SPRINT SPECTRUM L.P., a Delaware
limited partnership

By 
Dean E. Prochaska, Director

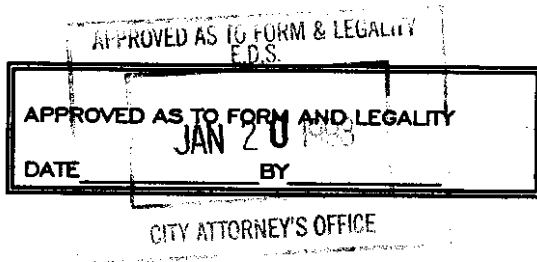


EXHIBIT A

Site Name: Skyline Park/Burnett's Mound

Site Description

Site ID.: KC13XC174B2

Site situated in the City of Topeka, County of Shawnee, State of Kansas, known as 3601 Skyline Parkway, commonly described as follows:

Legal Description: A tract of land in the southwest quarter of Section 15, Township 12 south, Range 15 east of the 6th principal meridian, in the City of Topeka, Shawnee County, Kansas being more or less particularly described as follows:

Commencing at an existing stone at the southwest corner of the southwest quarter of said section 15; thence S 89°14'37" E along the south line of said southwest quarter a distance of 1,234.68 feet to a point; thence N 00°45'23" E along a line perpendicular to the last described line a distance of 585.95 feet to an existing 8 foot galvanized fence corner post, said point of true beginning; thence N 04°10'50" W a distance of 144.70 feet to an existing 8 foot galvanized fence corner post; S 63°45'24" E a distance of 145.89 feet to an existing 8 foot galvanized fence corner post; thence S 58°26'39" W a distance of 144.37 feet to the true point of beginning, and containing 9,101 square feet, more or less.

Sketch of Site:

See attached site plan

Owner Initials _____

SSLP Initials DP

Note: Owner and SSLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]



SITE PLAN

SCALE: 1"=20'

(SEE ENLARGED PLAN FOR EQUIPMENT LAYOUT)



PCS Topeka, Kansas

TOWER DATA

100' SELF SUPPORTING + 7' LIGHTNING ROD
(107' TOTAL STRUCTURE HEIGHT)

ANTENNA SYSTEM

SPRINT PCS (5) AP17-1900/0900 @ 85' (NEW)
CELLULAR ONE (9) DBB74H105 @ 100' (NEW)
CITY OF TOPEKA (9) VARIOUS ANTENNA FROM 55' TO 100'
(RELOCATED FROM EXISTING TOWER)
FUTURE COMMERCIAL CARRIER SPACE FOR FUTURE PLATFORM @ 85'

TOWER COORDINATES

DATUM: NAD 1983
LATITUDE: 39°00'09.3" N
LONGITUDE: 95°44'21.8" W
BASE ELEVATION: 1142.00' AMSL
TOP ELEVATION: 1248.00' AMSL (TOP OF LIGHTNING ROD)

LIGHTING

TOWERS:
TWO STEADY BURNING (L-810 RED) OBSTRUCTION LIGHTS
MOUNTED AT THE TOP OF THE TOWER

COMPANES:
EXISTING YARD LIGHT MOUNTED ON EXISTING POWER POLE
SOUTH OF FENCED COMPOUND

GROUND BASE EQUIPMENT

WIR. BASE STATION TRANSMITTER SUBSYSTEM
AN ENVIRONMENTALLY ENCLOSED CABINET CONTAINING THE CELL
SITE EQUIPMENT WHICH LINKS THE SUBSCRIBER UNITS TO THE SWITCH.

PPG: POWER PROTECTION CABINET
AN ENVIRONMENTALLY ENCLOSED CABINET WITH SEPARATE
COMPARTMENTS WHERE THE SITE AC POWER AND TELCO INTERFACE
WITH EXTERNAL FACILITIES IS MADE.

RFPE: RADIO FREQUENCY FRONT END
AN ENVIRONMENTALLY ENCLOSED CABINET CONTAINING THE
SIGNAL FILTERING AND PRE-AMPLIFICATION EQUIPMENT.

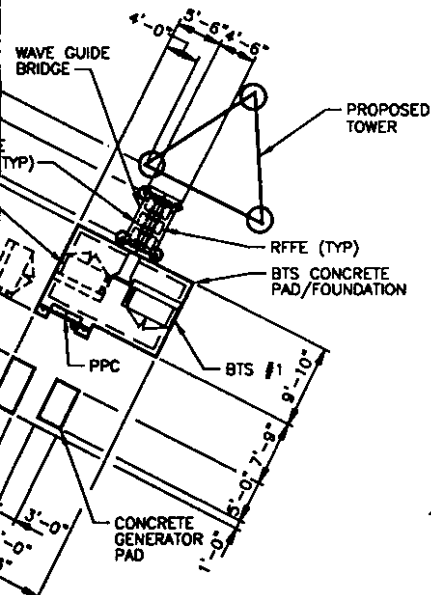
WAVE GUIDE BRIDGE (ICE BRIDGE)
AN OPEN SIDED STEEL STRUCTURE, WHERE THE RFPE UNITS ARE
MOUNTED, WITH A GRIP STRUT TOP TO PROTECT THE RFPE UNITS
AND EXPOSED COAX CABLE FROM FALLING ICE FROM THE TOWER.

EMERGENCY GENERATOR
A 25KW, PROPANE FUELED, GENERATOR FOR EMERGENCY BACK-UP
POWER TO THE SITE EQUIPMENT AND TOWER LIGHTS IN THE CASE
OF A NATURAL POWER OUTAGE.

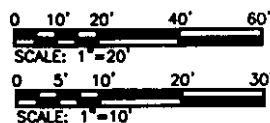
PROPANE TANK
A 250 GALLON PAINTED STEEL CYLINDRICAL STORAGE TANK
FOR LIQUID PROPANE USED TO FUEL THE EMERGENCY GENERATOR.

CELLULAR ONE BUILDING
A PREFABRICATED BUILDING CONTAINING THE CELLULAR ONE CELLULAR
TRANSMITTING AND RECEIVING EQUIPMENT.

POLICE/CITY COMMUNICATION BUILDING
A PREFABRICATED BUILDING CONTAINING THE CITY'S POLICE,
FIRE AND MISC. RADIO TRANSMITTING AND RECEIVING EQUIPMENT.



ENLARGED PLAN
SCALE: 1"=10'



SIGNAL CHARACTERISTICS FOR SPRINT PCS (PERSONAL COMMUNICATION SERVICE)

A 30 MEGAHERTZ (MHz) PORTION OF THE 2000 MEGAHERTZ BAND HAS BEEN ALLOCATED FOR SPRINT PCS USE IN THE KANSAS CITY MAJOR TRADING AREA (MTA), WHICH INCLUDES TOPEKA/SHAWNEE COUNTY. SPECIFICALLY, PERSONAL COMMUNICATION SERVICE (PCS) SIGNALS WILL OCCUR BETWEEN 1850-1865 MHz (RECEIVING) AND 1930-1945 MHz (TRANSMITTING). THE ENERGY EMANATING FROM EACH ANTENNA PANEL WILL BE 100 WATTS, OR THE EQUIVALENT OF A COMMON HOUSEHOLD LIGHT BULB.

LICENSES TO OPERATE IN THESE PORTIONS OF THE RADIO FREQUENCY SPECTRUM WERE PURCHASED BY SPRINT PCS FROM THE FEDERAL COMMUNICATIONS COMMISSION (FCC) IN 1995, AND ARE THEREFORE RESERVED FOR PCS SERVICE. BECAUSE THEY ARE EXCLUSIVE FREQUENCY BANDS, AND THE ENERGY USE FOR SIGNAL TRANSMISSION IS SO LOW, SIGNAL INTERFERENCE WITH OTHER BROADCASTING AND RECEIVING DEVICES (TV'S, RADIOS, CELLULAR PHONES) IS NOT POSSIBLE.

SERVICE NOTE FOR SPRINT PCS

CALL SIGNAL: KOKK-267
MARKET: MO 34 KANSAS CITY
ORIGINAL GRANT DATE: JUNE 23, 1995
EXPIRATION DATE: JUNE 23, 2000
FIVE YEAR BUILD OUT DATE: JUNE 23, 2000
PCS FREQUENCY BLOCK: A
FCC FILE NUMBER: 00064-CW-L-95

SIGNAL CHARACTERISTICS FOR CELLULAR ONE

THE CELLULAR RADIO TRANSMITTER WILL TRANSMIT FM RADIO SIGNALS IN THE (889.04-891.48) MHz RANGE AND RECEIVE FM RADIO SIGNALS IN (891.51-893.97) MHz RANGE AT A POWER OF 100 WATTS ERP, WHICH IS THE SAME LOW-POWER EMISSION AS A STANDARD HOUSEHOLD LIGHT BULB.

THE FCC HAS RESERVED THE ABOVE FREQUENCY BANDS FOR CELLULAR RADIO TRANSMISSION, BECAUSE OF THIS, CO-CHANNEL INTERFERENCE BETWEEN HOUSEHOLD RADIOS, TELEVISIONS, ETC., IS NOT POSSIBLE.

SERVICE NOTE FOR CELLULAR ONE

CALL SIGN: KOKK-521
SYSTEM ID NUMBER: 00059
MARKET: 0179 (TOPEKA, KS)
ORIGINAL GRANT DATE: 8/9/1998
DATE OF RENEWAL: 10/1/1997
CELLULAR FREQUENCY BLOCK: A

SIGNAL CHARACTERISTICS FOR TOPEKA POLICE DEPARTMENT

THE RADIO TRANSMITTERS WILL TRANSMIT RADIO SIGNALS IN THE (460.200-460.475) MHz RANGE AND RECEIVE RADIO SIGNALS IN (465.200-465.475) MHz RANGE AT A POWER OF 250 WATTS ERP.

SERVICE NOTE FOR TOPEKA POLICE DEPARTMENT

WEST/DSP CHANNEL CALL: 01 KTU238
EAST/DSP CHANNEL CALL: 02 KTU239
INFORMATION CHANNEL CALL: 03 KTU238
DETECTIVES CHANNEL CALL: 04 KTU239
CAR/CAR CHANNEL CALL: 05 WNU2494

SIGNAL CHARACTERISTICS FOR TOPEKA FIRE DEPARTMENT

THE RADIO TRANSMITTERS WILL TRANSMIT RADIO SIGNALS IN THE (453.800) MHz RANGE AND RECEIVE RADIO SIGNALS IN (154.070-154.770 AND 458.800) MHz RANGE AT A POWER OF 250 WATTS ERP.

SERVICE NOTE FOR TOPEKA FIRE DEPARTMENT

REPEATER CHANNEL CALL: 01 KAA386
TACTICAL CHANNEL CALL: 01 WNK998
INTRAC CHANNEL CALL: 01 WQ998

SIGNAL CHARACTERISTICS FOR TOPEKA I. GOV.

THE RADIO TRANSMITTER WILL TRANSMIT RADIO SIGNALS IN THE (158.835) MHz RANGE AND RECEIVE RADIO SIGNALS IN (158.835) MHz RANGE AT A POWER OF 250 WATTS ERP.

SERVICE NOTE FOR TOPEKA I. GOV.

MISC. CHANNEL CALL: 01 KWO804

SIGNAL CHARACTERISTICS FOR FUTURE COMMERCIAL CARRIER

TO BE DETERMINE AT A LATER DATE

SERVICE NOTE FOR FUTURE COMMERCIAL CARRIER

TO BE DETERMINE AT A LATER DATE

LEGAL DESCRIPTION

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 12 SOUTH, RANGE 15 EAST, OF THE 6TH PRINCIPAL MERIDIAN, IN THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING STONE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE S 89°14'37" E ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1234.68 FEET TO A POINT; THENCE N 02°45'23" E ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 585.95 FEET TO AN EXISTING 8 FOOT GALVANIZED FENCE CORNER POST; SAID POINT OF TRUE BEGINNING; THENCE N 04°10'50" W A DISTANCE OF 144.70 FEET TO AN EXISTING 8 FOOT GALVANIZED FENCE CORNER POST; THENCE S 83°45'24" E A DISTANCE OF 145.88 FEET TO AN EXISTING 8 FOOT GALVANIZED FENCE CORNER POST; THENCE S 58°28'38" W A DISTANCE OF 144.37 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINING 9.101 SQUARE FEET MORE OR LESS.

SITE INFORMATION

OWNER: CITY OF TOPEKA

SIGNATURE

DATE

PRINT NAME AND TITLE

PRESENT ZONING: "R-1" RESIDENTIAL SINGLE FAMILY

PARCEL SIZE: 9.101 SQ FT (0.21 ACRES)

STATEMENT OF USE:

CONDITIONAL USE PERMIT TO ERECT A 100 FOOT SELF-SUPPORTING TELECOMMUNICATION TOWER WITH APPROPRIATE GROUND BASED EQUIPMENT WITHIN THE FENCED 9.101 SQ FT PARCEL FOR SPRINT PCS (PERSONAL COMMUNICATION SERVICES), CELLULAR ONE'S CELLULAR SERVICE, CITY OF TOPEKA POLICE/FIRE/MISC. RADIO SERVICE, AND ONE ADDITIONAL FUTURE COMMERCIAL CARRIER.

NO PORTION OF THE THE SITE SHALL BE USE FOR THE STORAGE OF EQUIPMENT, SUPPLIES, MATERIALS, OR VEHICLES.

1	12/3/97	JAD	DGL	DGL	INCORPORATED STAFF COMMENT
0	3/31/97	JAD	DGL	DGL	CONDITIONAL USE PERMIT APPLICATION
A	7/16/97	JAD	DGL	DGL	PROPOSAL ATTACHMENT
NO.	DATE	PREPARED BY	CHECKED BY	APPROVED BY	DESCRIPTION OF REVISION
					SKYLINE PARK SITE DEVELOPMENT PLAN
		DR. J. A. DILLEY	CHECKED	SUPV. ENGR.	
SIZE	4	SITE	KSC174-2	DWG. NO.	SDP1
REV	1				

8001 COLLIER BLVD, SUITE 100
OVERLAND PARK, KS 66209
PHONE 913-664-6300
FAX 913-664-6430

OWNER NOTARY BLOCK

STATE OF KANSAS

COUNTY OF SHAWNEE

The foregoing instrument was acknowledged before me this _____ day of _____, 19____

☐ by _____, ☐ by _____, as _____

of the City of Topeka, Kansas, a municipal corporation, on behalf of the corporation.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC - STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: _____

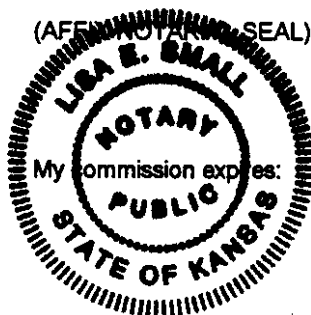
SPRINT SPECTRUM L.P. NOTARY BLOCK:

STATE OF KANSAS

COUNTY OF JOHNSON

The foregoing instrument was acknowledged before me this 12th of January, 1998

Dean E. Prochaska, Director, Engineering & Operations of Sprint Spectrum, L.P., a Delaware limited partnership, who executed the foregoing instrument on behalf of such limited partnership.



(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC - STATE OF Kansas

Lisa E. Small
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER: 847228

EXHIBIT B

Site Name: Skyline Park/Burnett's Mound

PCS Site Agreement

Site ID.: KC13XC174B2

Memorandum of PCS Site Agreement

This memorandum evidences that a lease was made and entered into by written PCS Site Agreement dated _____, 19____, between the City of Topeka ("Owner") and Sprint Spectrum L.P., a Delaware limited partnership ("SSLP"), the terms and conditions of which are incorporated herein by reference.

Such Agreement provides in part that Owner leases to SSLP a certain site ("Site") located at Skyline Park/Burnett's Mound, City of Topeka, County of Shawnee, State of Kansas, within the property of Owner which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of five (5) years commencing on _____, 19____, which term is subject to four (4) additional five (5) year extension periods by SSLP.

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

"OWNER"

City of Topeka, a municipal corporation

By: _____

Name: Joan Wagon

Title: Mayor

Address: 215 SE 7th St., Topeka, KS 66603

"SSLP"

Sprint Spectrum L.P., a Delaware limited partnership

By: _____

Name: Dean E. Prochaska

Title: Director, Engineering & Operations

Address: 4900 Main, 12th Floor, Kansas City, MO 64112

Owner Initials _____

SSLP Initials DP

Attach Exhibit A - Site Description

EXHIBIT C

Site Name: Skyline Park/Burnett's Mound

PCS Site Agreement

Site ID.: KC13XC174B2

Rental Increases

Anything set forth in Section 3 of the foregoing Agreement to the contrary notwithstanding, following the termination of the period covered by the \$100.00 rental payment, the rent due hereunder will be increased on each anniversary of the Commencement Date to an amount equal to the amount of the monthly or annual installment of rent payable during the preceding year increased by an amount equal to the percentage change in the CPI for the time period commencing on the first day of the month which is two calendar months prior to the Commencement Date and ending on the last day of the month which is two calendar months prior to the expiration of the then current term. "CPI" means the Consumer Price Index-U.S. City Averages for Urban Wage Earners and Clerical Workers (1982-84=100) published by the United States Department of Labor, Bureau of Labor Statistics (or a reasonably equivalent index if such index is discontinued). In no event will the amount of the monthly or annual installment (as applicable) of rent due under the foregoing Agreement following such adjustment be less than the amount of such installment during the preceding 12-month period.

Owner Initials _____

SSLP Initials DP

EXHIBIT D

Site Name: Skyline Park/Burnett's Mound

PCS Site Agreement

Site I.D.: KC13XC174B2

Tower Drawings & Construction Plans

To be added to and made a part of the Agreement upon completion of said tower drawings and construction plans. Said construction plans shall make provisions for the removal of the existing galvanized self-supporting tower currently in place at the Site.

The proposed new tower will be galvanized, self-supporting lattice-type structure of 100 feet in height, subject to Federal Aviation Administration review and guidelines. The proposed tower will be designed to handle the following loads:

1. Relocate the existing 2 paging antennas to the top of the tower (approx. 100')
2. Sprint PCS: A new platform for up to 12 antennae at 85' level
3. Additional Carrier: A new platform for up to 12 antennae at 70' level
4. Additional Carrier: A new platform for up to 12 antennae at 55' level
5. Within six months of the completion of the new tower erection, SSLP shall dismantle and completely remove at SSLP's expense the existing tower from the subject site.
6. SSLP and Owner agree McCaw Cellular Communications, Inc. shall be provided new tower accommodations with assurance of adequate protection against communication interference. SSLP further agrees all rents paid by McCaw Cellular Communications, Inc. shall be paid to the City of Topeka. Additionally, SSLP hereby agrees to comply with the terms and conditions of the McCaw Cellular Communications, Inc./City of Topeka Lease Agreement Contract No. 20978 dated the 16th day of April, 1991.

Owner Initials _____

SSLP Initials DP



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 9, 2019

DATE: July 9, 2019
CONTACT PERSON: Bill Fiander **DOCUMENT #:** PUD19/1
SECOND PARTY/SUBJECT: Kevin Holland, P.E. **PROJECT #:**
Cook, Flatt and Strobel
Engineering
CATEGORY/SUBCATEGORY 014 Ordinances – Non-Codified / 007 Zoning
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by City Manager Brent Trout amending the “District Map” referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code on a 14-acre portion of the original Villa West shopping center property located at the northwest intersection of SW 29th Street and SW Wanamaker Road from “PUD” Villa West Planned Unit Development District (C-4/I-1 uses) to “PUD” Sherwood Crossing Planned Unit Development District (C-4 uses). (*PUD 19/1*) (*Council District No.8*)

Voting Option Requirements: (1) Approve Planning Commission’s recommendation, 6 votes required (2) Reject or Amend Planning Commission’s recommendation, 7 votes required; or (3) Remand back to Planning Commission, 6 votes required.

(Approval will allow up to 31,000 square feet of new commercial construction on the property and redevelopment of the existing facades and parking lot as well as new parking in two phases.)

VOTING REQUIREMENTS:

1. Approve the Planning Commission’s recommendation. A minimum of 6 votes of the Governing Body is required.
2. Amend or reject the Planning Commission’s recommendation. A minimum of 7 votes of the Governing Body is required.
3. Remand to the Planning Commission for further consideration, with a statement specifying the basis for the governing body’s failure to approve or disapprove. A minimum of 6 votes of the Governing Body is required.

POLICY ISSUE:

The key issue of the rezoning is it will eliminate the "I-1" Light Industrial use group that allowed self-storage warehouses on the north end of the property (vacant land). This is a benefit as it will better enable to center to develop for commercial uses in a cohesive and compatible manner with surrounding development, which is important as the project will receive City incentives.

The project is being considered for both Community Improvement District (CID) and Tax Increment Financing (TIF) incentives. The Planning Department's current practice is to hold retail centers receiving incentives to higher standards in the non-residential design standards, landscaping regulations, and draft sign code.

The proposed PUD Master Plan requires these higher standards as follows:

1. Non-Residential Design Standards (TMC18.275): The PUD Master Plan requires that any of the newly constructed buildings (Phase 2) must apply the Type A standard, which is the highest design standard. The remodeled buildings (Phase 1) are subject to Type B standards, which is consistent with the code requirements.
2. Draft Sign Standards: The PUD Master Plan establishes sign standards that take into account both the proposed Sign Code and the existing signs already on the property.
3. Landscape Regulations (TMC18.235): The PUD Master Plan requires additional landscaping for the remodeled buildings (Phase 1) that would not typically be required in the code. The Landscape Regulations normally only apply when a 50% addition is added or there is new construction.

STAFF RECOMMENDATION:

Staff recommends the Governing Body adopt the ordinance.

BACKGROUND:

PUD19/1 is a Planned Unit Development Master Plan for Sherwood Crossing that allows the redevelopment of 14 acres of the old Villa West Shopping Center and includes, 30,000 square feet of new commercial buildings, new and reconstructed parking lots, and new facades and canopies. The PUD Master Plan rezones a portion of the former Villa West Master PUD Plan to remove the "I-1" Light Industrial District use group from the north end of the property that entitled that portion of the property for self-storage warehousing.

The zoning request is in conformance to the "Commercial Node" designation in the Land Use and Growth Management Plan - 2040.

The applicant conducted a Neighborhood Information Meeting on Wednesday, May 29, 2019. No one appeared in opposition to the proposed development and rezoning.

The Planning Commission and Planning and Development Department recommend approval.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not applicable

ATTACHMENTS:

Description

Ordinance

Planning Commission Memo - TIF Review and Resolution

Revised Condition PC Memo

Staff Report

PUD Master Plan - Final

Aerial Map

Zoning Map

Future Land Use Map

Building No. 1 Exterior View

Buildings No. 2, 3 and 4 - Exterior View

Building No. 5 - Exterior View

Planning Commission Minutes - June 17, 2019

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

An ordinance introduced by City Manager Brent Trout amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code on a 14 acre portion of the original Villa West shopping center property located at the northwest intersection of SW 29th Street and SW Wanamaker Road from "PUD" Villa West Planned Unit Development District (C-4/I-1 uses) to "PUD" Sherwood Crossing Planned Unit Development District (C-4 uses). **(PUD 19/1) (Council District No.8)**

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

Section 1. That the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), be, and the same is hereby amended, by reclassifying the following described property:

All of Lots 1 - 4, Block A, Villa West Subdivision No. 17 and Lot 1, Block A, Villa West Subdivision No. 9, City of Topeka, Shawnee County, Kansas

subject to:

- 1. Use and development of the site in accordance with the Planned Unit Development (PUD) Master Plan for Sherwood Crossing.**

Section 2. The PUD Master Plan for Sherwood Crossing shall be recorded with the Shawnee County Register of Deeds in accordance with Section 18.190.060(b) of the Topeka Municipal Code (TMC). Following the recording of the PUD Master Plan and prior to building permit and/or land development on the site, site development plans shall be submitted for review and administrative approval by the Planning Director.

Section 3. This Ordinance Number shall be fixed upon the "District Map".

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

PASSED AND APPROVED by the governing body, _____, 2019

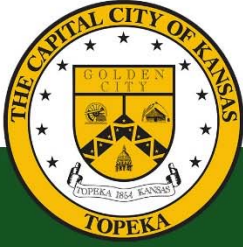
Michelle De La Isla, Mayor

ATTEST:

Brenda Younger, City Clerk

To Be Codified _____

Not To Be Codified X



CITY OF TOPEKA

Planning & Development Department
620 SE Madison, Unit 11
Topeka, KS 66607

Bill Fiander, AICP, Director
Tel: 785-368-3728
www.topeka.org

MEMORANDUM

TO: Topeka Planning Commission

FROM: Bill Fiander, AICP
Planning & Development Director

DATE: June 17, 2019

RE: Planning Commission Resolution 1-2019 - Finding of Consistency with
Land Use and Growth Management Plan 2040 – Sherwood Crossing
Redevelopment Project Plan

Introduction

A formal review has been initiated by the City to consider a proposed commercial redevelopment project known as the Sherwood Crossing Redevelopment Project Plan (Project Plan) at the northwest corner of Southwest 29th Street and Wanamaker Road. The Planned Unit Development (PUD) rezoning application for the northwest corner is also being considered by the Planning Commission at the June 17th meeting.

Part of the approval process for a Project Plan requires the Planning Commission to determine whether the proposed Project Plan “is consistent with the intent of the comprehensive plan”. A resolution has been prepared for consideration by the Planning Commission (attached).

Background

On March 19, 2019, the Topeka Governing Body held a public hearing and approved the establishment of the Sherwood Village Redevelopment District. The next step in the process will be for the Governing Body to consider a Project Plan for the District. Before the Governing Body can consider the Project Plan, the Planning Commission must review the Project Plan and determine whether the Project Plan is consistent with the Land Use and Growth Management Plan (LUGMP).

The existing commercial site is currently occupied with a variety of businesses. Buildings on the site have deferred maintenance, and although the site benefits from its location adjacent to two major arterial streets, it has not been fully occupied for a number of years.

The Sherwood Crossing Project Plan consists of:

- Buildings A-E: Modifications to existing buildings, including facades, removal and replacement of canopies that cover entries, landscaping parking lot islands, and re-facing signage.
- Building F: A 1-story commercial/retail building in the northern portion of the site. (22,500 square feet).

- Building G: A 1-story commercial/retail building within the existing parking lot in the central portion the site. (8,500 square feet).
- Big O Tires: Building expansion on the north end of the tire shop.

Planning Commission Finding

Policies of the LUGMP related to fiscally responsible growth, commercial land use, Tier 1 development/redevelopment, and fiscal incentives that support the Project Plan include:

- Section II – Executive Summary
 - o c. Pillars for a Prosperous Community
 - Invest in Place/Add Value Where We Are
Fiscally responsible growth happens where Topeka has already invested. Grow value in Topeka’s existing neighborhoods with strategic investments and incentives.
 - Return on Investment
Topeka’s infrastructure and service investments are down payments for the future. It is imperative to develop those areas with investments at a level that seeks the greatest return on those initial investments.
- Section IV – Growth Management
 - o i(1) Service Tier 1
 - Encourage infill and redevelopment within Topeka to take advantage of existing urban infrastructure and services and that promote a range of uses to fit within the overall character of the area.
 - To help spur infill and redevelopment city-wide, consider crafting new incentives. Be creative, but ensure any fiscal incentives will return the City’s investment. Examples of fiscal incentives include:
 - d. Tax Increment Financing (TIF) and Community Improvement Districts (CID).
- Section V – Land Use
 - o b(iii) Future Land Use
 - The future land use map designates the intersection of Southwest 29th Street and Wanamaker Road as a Community Commercial Node. This designation supports the proposed project.

Recommendation

The Planning Commission will review the Sherwood Crossing rezoning application in advance of this requested action. However, in accordance with K.S.A 12-1772, the Planning Commission must determine whether the proposed Project Plan “is consistent with the intent of the comprehensive plan”.

Staff’s opinion is that the Project Plan is consistent with the LUGMP, and recommends that the Planning Commission move the approval of the attached Resolution (1-2019), finding the that the Project Plan is consistent with the Land Use and Growth Management Plan 2040.

Attachments:

- Planning Commission Resolution 1-2019



CITY OF TOPEKA

Planning & Development Department
620 SE Madison, Unit 11
Topeka, KS 66607

Bill Fiander, AICP, Director
Tel: 785-368-3728
www.topeka.org

MEMORANDUM

To: Topeka Planning Commission

From: Mike Hall, Manager, Current Planning
Annie Driver, Current Planner

Date: June 17, 2019

RE: Revised Recommended Conditions / PUD19/01 Sherwood
Crossing PUD Master Plan

Since the completion of the staff report the applicant has provided staff with additional signage information, including the attached correspondence and sign elevations. Based on the additional information:

- The signage will comply with recommended conditions 3 a – c in the staff report, but with an additional recommended condition 3 g:
 - g. THE NAME OF THE SHOPPING CENTER (I.E. SHERWOOD CROSSING) SHALL NOT BE INCLUDED IN THE CALCULATION OF SIGN AREA TO DETERMINE COMPLIANCE WITH CONDITIONS 3 a – c.
- Staff recommends condition 3 d in the staff report be revised as follows (revisions shown in yellow highlight):
 - d. ~~BIG O TIRES TIRES~~ LOTS 1 AND 4 COMBINED SHALL BE ENTITLED TO ONE (1) MONUMENT SIGN NOT TO EXCEED A HEIGHT OF 45-25 FEET AND AREA OF 60 120 SF AND SET BACK A MINIMUM OF 5 FEET FROM THE WANAMAKER ROAD RIGHT-OF-WAY. ~~IF EITHER OF THESE SIGNS IS ALTERED IT SHALL NOT EXCEED A HEIGHT OF 25 FEET AND AREA OF 120 SF. A REFACE OR OTHER ALTERATION TO ANY OF THE TWO EXISTING SIGNS IS NOT ALLOWED UNLESS THEY~~ THE SIGNAGE FOR LOTS 1 AND 4 CONFORMS TO THE PUD MASTER PLAN. AS AN ALTERNATIVE, THE SIGNAGE FOR LOTS 1 AND 4 COMBINED MAY BE ADDED TO THE MONUMENT SIGN FOR BUILDING F, IN WHICH CASE THE AREA OF THE MONUMENT SIGN FOR LOTS 1 AND 4 AND BUILDING F COMBINED SHALL BE ALLOWED TO A HEIGHT OF 25 FEET AND AREA OF 120 SF.

In order to follow staff's revised recommendation, the following motion is recommended:

Based on the findings and analysis in the staff report, I move that the Topeka Planning Commission forward to the Governing Body a recommendation of APPROVAL of the proposed PUD Master Plan subject to conditions in the staff report and as revised per the Revised Recommended Conditions in the staff memorandum.

**STAFF REPORT – PLANNED UNIT DEVELOPMENT
TOPEKA PLANNING DEPARTMENT**

PLANNING COMMISSION DATE: Monday, June 17, 2019

APPLICATION CASE NO

PUD19/01 Sherwood Crossing Master PUD Plan

**REQUESTED ACTION /
CURRENT ZONING:**

Rezone from Villa West Master Planned Unit Development (C-4/I-1 uses) ALL TO Sherwood Crossing Master Planned Unit Development (C-4 uses)

**NOTE: The two parcels (Capital Federal and Kansas Land Tire) at the northwest corner of SW 29th and SW Wanamaker that are zoned under the existing Villa West PUD (Z79/10E) are not being included in this new PUD since they are not part of the tax incentive requests. The zoning of these two parcels will remain tied to the existing Villa West PUD Master Plan that is recorded with the Register of Deeds.*

**APPLICANT / PROPERTY
OWNER:**

29th Street Partners (Villa West Center) / Michael A., Rick A., & Gregg A. Binckley (Big O Tire)

**APPLICANT
REPRESENTATIVE:**

Kevin Holland, P.E. - Cook, Flatt, and Strobel Engineers

**PROPERTY ADDRESS &
PARCEL ID:**

6020 SW 29th Street/2735 SW Wanamaker and PIDs: 1430804008002000, 1430804008006000, 1430804008010020, 1430804008010010, 1430804008007000

PARCEL SIZE:

14 acres (69,000 sf of existing shopping center space; 6,800 sf automotive repair shop)

STAFF:

Annie Driver, AICP, Planner

RECOMMENDATION:

Based upon the above findings and analysis Planning Staff recommends **APPROVAL** of this proposal, subject to conditions listed on Pgs. 8-9.

RECOMMENDED MOTION:

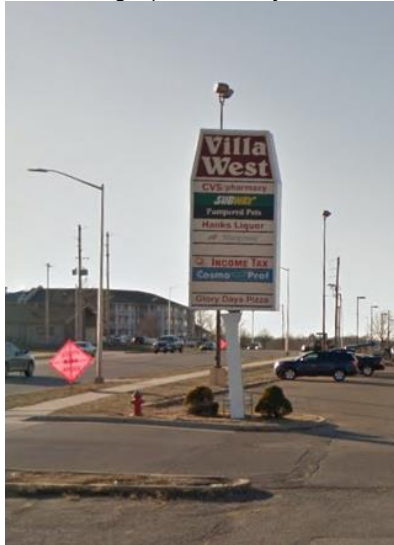
Based on the findings and analysis in the staff report, I move that the Topeka Planning Commission forward to the Governing Body a recommendation of **APPROVAL** of the proposed PUD Master Plan subject to conditions listed on Pgs. 8-9.

PHOTOS:

SW 29th side (southeast)



SW 29th sign (Blown away in storm and proposed to be re-modelled)



SW Wanamaker (east) – Big O and existing signage



PROJECT AND SITE INFORMATION

PROPOSED USE / SUMMARY:

The applicant proposes to redevelop and re-image the existing Villa West Shopping Center in two phases with the use of City sales and property tax financing incentives to be considered by the City Council:

- Phase 1 will consist of modifications to the existing buildings including removal of the Spanish-style facades and canopies, replacement of the canopies and front-covered walkways, addition of landscaped parking lot islands, and upgrades to the existing signs. Phase 1 will also consist of an expansion on the north end of the Big O Tire repair shop.
- Phase 2 will consist of approximately 30,000 sf of new commercial/retail (Building G and F) new buildings in the parking lot and on the north end of the property. The

current PUD for Villa West allows development of mini-warehousing on Building site F.

DEVELOPMENT / CASE HISTORY:

#Z79/10E – Villa West Shopping Center was developed as a shopping center with a Spanish-style theme in 1980 after being rezoned from residential to commercial and the PUD master plan has undergone several revisions since that time. A second building located on the north end was added in the late 1990s. The last amendment approved in 2009 entitled the use of this portion of the property shown on the PUD Master Plan as Building F for self-storage warehousing.

ZONING AND CHARACTER OF SURROUNDING AREA:

North: Zoning is PUD for multiple-family dwelling district uses and land use is apartments.

South: Zoning is “C-4” Commercial District and land uses are Hy-Vee supermarket, retail services, restaurants; gas station and convenience store

East: Zoning is “C-4” Commercial District, “O&I-1” Office & Institutional District, and “R-1” Single Family Dwelling District; Land uses are office, retail liquor store, and religious assembly.

West: Zoning is PUD for multiple-family dwelling district uses and land use is apartments.

PUD MASTER PLAN ELEMENTS (PROPOSED):

PARKING, CIRCULATION &

The PUD Master Plan proposes parking at 4.55 stalls per 1000 sq. ft. of net floor area as required for shopping centers, 1 stall per 150 sf for Building G (restaurant) in TMC 18.240 *Off-Street Parking Regulations*.

Required: 69,000 sf = 314 stalls
22,500 sf = 102 new stalls
8,500 sf restaurant = 57 new stalls
Total required: 473 stalls

Parking proposed: Buildings A-G= 572 stalls

LANDSCAPE:

PUD Note: The PUD plan indicates landscaping will be provided with Phase 1 (Remodeled buildings) development based on 50% of the points that are required according to 18.235 *Landscape Regulations*. The applicant is proposing new landscaped islands in the interior parking lot. The PUD plan indicates landscaping will be provided with Phase 2 (new construction) development as required in 18.235 *Landscape Regulations*, which also includes residential buffer yards along the length of the property lines abutting residential properties to the north and west.

BUILDING AND STRUCTURE:

PUD Note: Phase 1 (Remodeled buildings) – The PUD indicates the Type B standard in TMC 18.275 *Non-Residential Building Design Standards* shall apply. Phase 2 (new construction) – the PUD indicates the Type A standard shall apply. This application of the Type A standard for Phase 2 is consistent with the City's current practice for redevelopment projects receiving City incentives (CID or TIF). The exterior elevations will be reviewed for compliance at the time of site plan review for each phase.

A preliminary review based on information provided with the PUD application was completed and it was determined:

- The information provided is not detailed enough to determine compliance with building materials standards.
- The windows and other architectural details appear to comply for all except the south elevation and possibly the east elevation of Building G.
- The plans are not detailed enough to determine compliance with the standard for mechanical system screening.

SIGNAGE:

The following includes the requirements for freestanding signs per the proposed PUD master plan:

- Reface and modify the multi-tenant "center sign" on Wanamaker. Modified sign allowed to a height of 38 feet and 300 square feet (sf) per side of sign. Supporting structure of sign will be either a monument sign or consist of multiple columns, with each column having a minimum width or diameter of 2 feet.
- The existing multi-tenant sign on 29th street was blown over in a storm. It is to be replaced by a monument sign to a height of 25 feet and area 200 sf per side.
- Buildings F and G each allowed their own monument sign. The sign for Building F to be located on the Wanamaker frontage to a height of 15 feet and area of 60 sf per side. The sign for Building G is to be located within 50 feet of the building, and to a height of 7 feet and area of 30 sf per side.
- Existing Big-O Tires signs: If either sign is altered it shall not exceed a height of 25 feet and area of 120 sf per side. (The existing Big-O Tire signs substantially exceed 25 feet in height.)
- In addition to the above freestanding signs, incidental signs are allowed at a setback of less than 30 feet, with each not to exceed a height of 5 feet and are of 6 sf per sign. Up to six (6) incidental signs may be located at a setback of 30 feet or more from the Wanamaker and 29th Street rights-of-way, not to exceed an area of 8 sf per sign. An alternative plan for incidental signs may be approved with the site plan for individual phases.

This project is being considered for community improvement district (CID) and tax increment financing (TIF) incentives. The City's current practice is to hold retail centers receiving economic incentives to the standards for retail centers in the draft sign code (recommended by the Planning Commission on May 20, 2019). Therefore, staff is recommending as a condition of approval changes to the proposed signage notes with standards more restrictive than those proposed by the applicant but similar to the standards for retail centers in the draft sign code.

COMPLIANCE WITH DEVELOPMENT STANDARDS AND GUIDELINES

The Master PUD Plan establishes development standards and guidelines, as indicated above.

OTHER FACTORS

SUBDIVISION PLAT:

Lots 1-4, Villa West Subdivision #17 and Lot 1, Villa West Subdivision #9. A replat may be needed if it is determined during site plan review that new easements are needed or easements need to be re-aligned or vacated.

TRAFFIC/TRANSPORTATION:

SW Wanamaker and SW 29th Street are both classified as major arterial streets on the MTPO Functional Classification Map and constructed to a five-lane arterial standard with sidewalks.

No changes are proposed to the existing driveways on Wanamaker and 29th Streets. Cross access between all lots and the adjacent lots fronting Wanamaker (Villa West PUD) has been provided.

FLOOD HAZARDS, STREAM BUFFERS:

Not Applicable

HISTORIC PROPERTIES:

Not Applicable

NEIGHBORHOOD MEETING:

The applicant conducted a Neighborhood Information Meeting on Wednesday, May 29, 2019 at 5:30 pm. The only attendees at the meeting other than City staff were the adjacent property owners who did not express any concerns with the project.

REVIEW COMMENTS BY CITY DEPARTMENTS AND EXTERNAL AGENCIES

ENGINEERING/STORMWATER:

A Stormwater Management Plan will be reviewed and approved at the time of site plan review for new construction in Phase 2.

ENGINEERING/TRAFFIC:

There are no comments since no changes are proposed affecting access to Wanamaker and 29th. Future plans will be reviewed at the time of site plan review for each phase.

ENGINEERING/UTILITIES:	The buildings are currently served by sewer and water. Future plans will be reviewed at the time of site plan review for each phase.
FIRE:	There were no issues from the Fire Department related to the PUD amendment. Future plans will be reviewed at the site plan development stage for each phase.
DEVELOPMENT SERVICES:	Permits will be required.
METROPOLITAN TOPEKA TRANSIT AUTHORITY (TMTA):	TMTA has requested the applicant include a bus pad for a new bus shelter on SW 29 th Street near the Subway on the south side of the shopping center as a part of Phase 1. The exact location of this pad still needs approval by the City Traffic Engineer at the time of site plan review for Phase 1. The applicant is agreeable to adding a bus stop pad in the adjacent SW 29 th Street right-of-way for a shelter.

KEY DATES

SUBMITTAL:	April 15, 2019
NEIGHBORHOOD INFORMATION MEETING:	May 29, 2019
LEGAL ADVERTISING:	May 27, 2019
PROPERTY OWNER NOTICE MAILED:	May 23, 2019

STAFF ANALYSIS: As this is a zoning case, Planning staff have considered the golden factors as indicated in Topeka Municipal Code Section 18.245 (*Donald Golden vs. City of Overland Park, 1978 Kansas Supreme Court*). This staff analysis evaluates the proposal based on these factors as indicated below.

CHARACTER OF THE NEIGHBORHOOD: The surrounding area is characterized by a mix of retail and office uses to the east and south and multiple family residential uses to the north and west. The commercial uses surrounding the property consists retail strip centers and free-standing commercial buildings at and along the frontages of SW 29th and Wanamaker. The multiple-family residential uses to the west and north contain multiple dwelling units in multiple buildings per property and surrounded by common open space and common parking areas. The zoning will allow land uses that are compatible with the character of the neighborhood.

ZONING AND USES OF PROPERTY NEARBY: The zoning of surrounding properties is “C-4” Commercial to the south and southeast. The property to the immediate east containing an office complex is zoned “O&I-1” Office and Institutional and the church to the east is zoned “R-1” Single Family Dwelling district. All the surrounding property to the north and west is zoned and used for “M-2” Multiple Family Dwelling District uses. The proposed PUD is consistent with the zoning and uses of property nearby since it is located at a commercial node.

LENGTH OF TIME THE PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER THE PRESENT CLASSIFICATION: The property has been zoned for commercial uses since 1979 when the Villa West Shopping Center was originally developed. A second retail building was added in the 1990s. The latest amendment to the PUD Master Plan for Villa West in 2009 allowed for the future development of self-storage on the undeveloped tract at the

north end of the property in the grass field (indicated as Building site F); this self-storage was never built. The current PUD master plan proposes a new retail building on this tract and removes this entitlement for self-storage on that portion of the site. Recent years have seen an underutilization of the shopping center and the proposed master PUD plan along with requested incentives are intended to help support the redevelopment and better utilization of the property for commercial.

SUITABILITY OF USES TO WHICH THE PROPERTY HAS BEEN RESTRICTED: The subject property is still suitable for the current commercial uses of the property as it is located at a highly visible and major thoroughfare. The proposed modifications that add retail and food service are suitable uses of the property and compatible with the commercial character of the area. The current zoning of the property that allows “I-1” uses for future self-storage on Building site F area is not as suitable for the site considering that significant investment is being made to redevelop and re-image the existing shopping center for retail and entertainment uses. The proposed commercial use that replaces the approved self-storage will allow the center to redevelop in a cohesive and compatible manner. The use of the property as self-storage warehousing may be seen as incompatible with shopping, restaurant and entertainment uses that are being proposed and surrounding area.

CONFORMANCE TO THE COMPREHENSIVE PLAN: The subject property lies within an area that has developed in a nodal pattern at the major intersection of SW 29th and Wanamaker and is designated a *Community Commercial Node* in the Topeka Land Use and Growth Management Plan – 2040 (LUGMP). *Community Commercial Nodes* are located at the intersection of major arterials where all four corners encompass commercial uses. The PUD does not change the original commercial intent of the previous PUD and actually proposes to remove the “I-1” Light Industrial use district that allow self-storage warehousing on the site (Building site F), which is potentially inconsistent with this Commercial Node designation.

THE EXTENT TO WHICH REMOVAL OF RESTRICTIONS WILL DETRIMENTAL AFFECT NEARBY PROPERTIES: The proposed PUD Master Plan is no less restrictive than the current PUD, but is less specific about development in the area shown as Building F and allows an additional building in the middle of the existing parking lot. The proposed PUD allows more “C-4” uses than the previous PUD, which is shown by the additions of Building F and Building G. The addition of Building G within the existing parking lot may affect circulation and parking for adjoining uses on Wanamaker that may currently be using this area for overflow parking. The uncertain nature of development contained on Building site F is a concern particularly since this site abuts residential to the north and west and C-4, with respect to noise and traffic, may allow uses more intense from what was proposed originally, as self –storage warehousing may have less activity than many commercial uses.

However, the overall site is commercial in character and the proposed development is mostly compatible with surrounding properties since it is an infill development within an existing commercial center and node and located at a highly visible intersection. In turn, “I-1” could be seen as an incompatible zoning district with the commercial and multiple family residential zoning of the area. The new commercial development and redeveloped center increases activity at the center and prevents further decline in the appearance of the shopping center, which has lost tenants over the past 10 years because of disinvestment in and underutilization of the shopping center by the previous ownership.

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 subject property is located at a highly visible intersection and the shopping center has lost tenants in the recent years leading to the center’s decline. The investments being made in the center because of the zone change will contribute to improving the overall appearance and attractiveness of this highly visible arterial intersection. Disapproval of the proposed PUD master plan will impose a hardship to the landowner. Under the previous owner, the appearance and overall condition of the center declined because of a lack of maintenance and overall disinvestment, making it difficult for the owner to attract new, viable tenants. The proposed PUD master plan is an important part of the effort to improve the property and attract tenants

AVAILABILITY OF PUBLIC SERVICES:

All essential public utilities, services and facilities are presently available to this property with all connections being made at the expense of the developer.

COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS:

The Master PUD Plan establishes development standards and guidelines as stated herein.

STAFF RECOMMENDATION

Based upon the above findings and analysis Planning Staff recommends **APPROVAL** of this proposal, **subject to:**

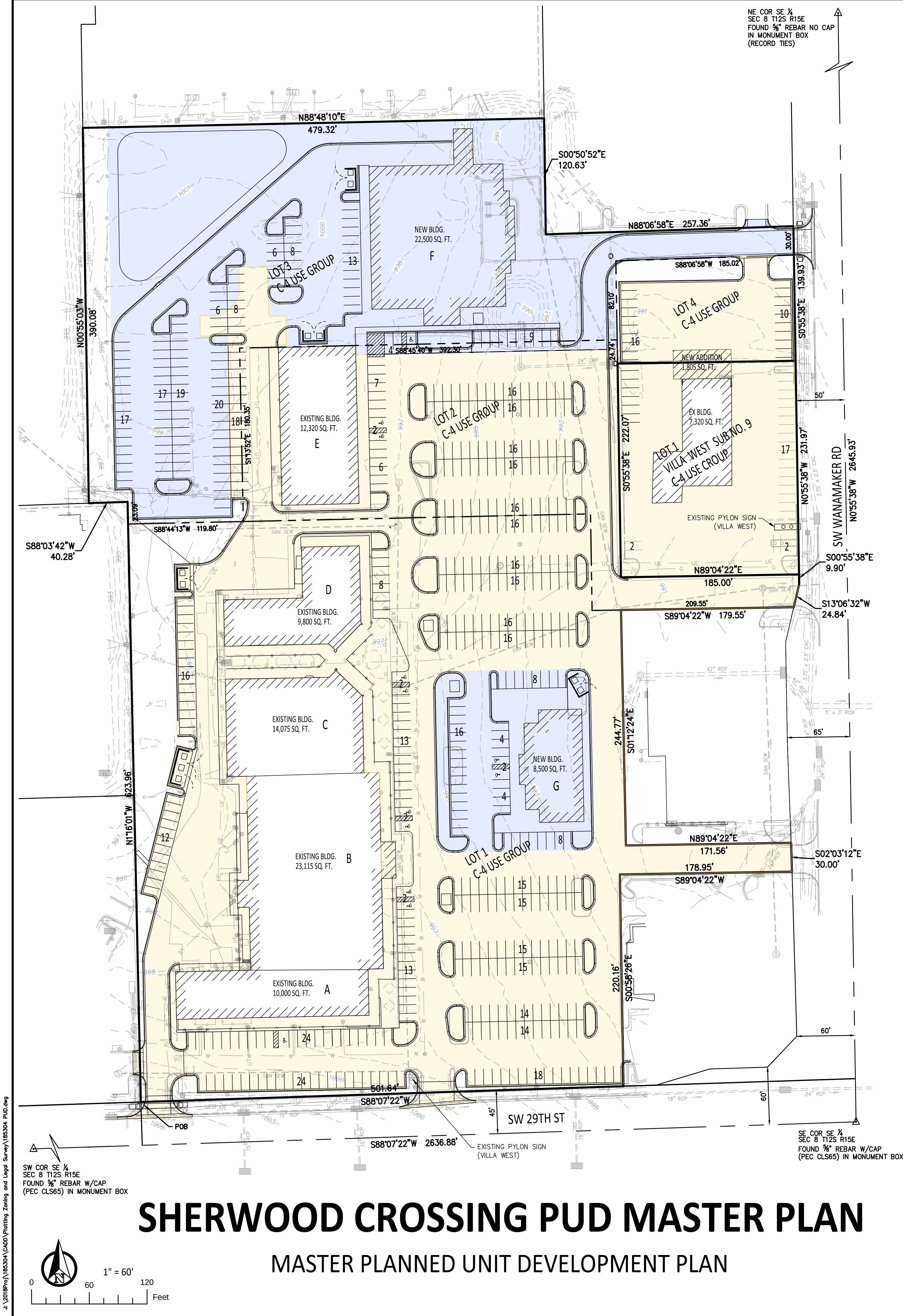
1. Use and development of the site in accordance with the **Master Planned Unit Development Plan for Sherwood Crossing** as recorded with the Office of the Shawnee County Register of Deeds.
2. Revising Landscape note #4 to include: “. . . Landscaping along street frontages shall be provided for both phases to the extent possible.” where this note applies to Building F.
3. Revising Signage Notes as follows, with text additions shown in underline and text deletions striked out:
 - a. ONE (1) 4 FREESTANDING “CENTER SIGN” ON WANAMAKER TO ACCCOMMODATE IDENTIFICATION OF MULITPLE TENANTS. THE HEIGHT OF THE CENTER SIGN WILL BE LIMITED TO 3830 FEET AND PER SIDE AREA TO 300 240 SQUARE FEET PER SIDE. ARCHITECTURAL EMBELLISHMENTS AND ADDRESS NUMBERS WILL NOT BE INCLUDED WHEN CALCULATING SIGN HEIGHT AND AREA. THE HEIGHT AND AREA OF THE SIGN ARE ALLOWED TO BE 35 FEET AND 300 SQUARE FEET IF THE OWNER OR APPLICANT DEMONSTRATES THE INCREASED HEIGHT AND AREA IS NECESSARY TO ACCOMMODATE IDENTIFICATION OF BUSINESSES AND TENANTS. THE CENTER SIGN SHALL BE EITHER OR A MONUMENT SIGN OR CONSISTS OF MULTIPLE COLUMNS, WITH EACH COLUMN HAVING CLADDING OR COVERING IN A COATED, TEXTURED DURABLE PANEL OR SIMILAR MATERIAL. EACH COLUMN, INCLUDING CLADDING OR COVERING, SHALL HAVE A MINIMUM WIDTH OF 2 FEET.
 - b. ONE (1) 4 FREESTANDING MONUMENT SIGN ON SW 29TH, HEIGHT NOT TO EXCEED 25 FEET AND AREA PER SIDE NOT TO EXCEED 200 120 SF AND SET BACK A MINIMUM OF 5 FEET FROM THE 29TH STREET RIGHT-OF-WAY. THE ALLOWED AREA OF THE SIGN MAY BE INCREASED TO 150 SF IF THE OWNER OR APPLICANT DEMONSTRATES THE INCREASED HEIGHT AND AREA IS NECESSARY TO ACCOMMODATE IDENTIFICATION OF BUSINESSES AND TENANTS. ARCHITECTURAL EMBELLISHMENTS AND ADDRESS NUMBERS WILL NOT BE INCLUDED WHEN CALCULATING SIGN HEIGHT AND AREA.
 - c. BUILDINGS F AND G ARE EACH ALLOWED THEIR OWN MONUMENT SIGN. THE BUILDNG F SIGN MAY BE LOCATED ALONG THE WANAMAKER ROAD FRONTAGE, AT OR CLOSE TO THE NORTHERNMOST ENTRANCE TO THE SITE AND SET BACK A MINIMUM OF 5 FEET FROM THE WANAMAKER ROAD RIGHT-OF-WAY, AND SHALL NOT EXCEED A HEIGHT OF 15 FEET ORAND AREA OF 60 SFSQUARE FEET IN AREA. THE BUILDING G SIGN SHALL BE LOCATED WITHIN 50 FEET OF THE BUILDING IT IDENTIFIES, AND SHALL NOT EXCEED A HEIGHT OF 7 FEET OR 30 SQUARE FEET IN AREA. ADDRESS NUMNBERS ARE NOT INCLUDED IN CALCULATING SIGN AREA.
 - d. BIG-O TIRES TIRES LOTS 1 AND 4 COMBINED SHALL BE ENTITLED TO ONE (1) MONUMENT SIGN NOT TO EXCEED A HEIGHT OF 15 FEET AND AREA OF 60 SF AND SET BACK A MINIMUM OF 5 FEET FROM THE WANAMAKER ROAD RIGHT-OF-WAY; IF EITHER OF THESE SIGNS IS ALTERED IT SHALL NOT EXCEED A HEIGHT OF 25 FEET AND AREA OF 120 SF. A REFACE OR OTHER ALTERATION TO ANY OF THE TWO EXISTING SIGNS IS NOT ALLOWED UNLESS THEY CONFORM TO THE PUD MASTER PLAN. AS AN ALTERNATIVE, THE SIGNAGE FOR LOTS 1 AND 4 COMBINED MAY BE ADDED TO THE MONUMENT SIGN FOR BUILDING F, IN WHICH CASE THE

AREA OF THE MONUMENT SIGN FOR LOTS 1 AND 4 AND BUILDING F COMBINED SHALL BE ALLOWED TO A HEIGHT OF 25 FEET AND AREA OF 120 SF.

- e. No change to note e is required.
- f. ALL NEW FREESTANDING SIGNS SHALL BE LOCATED A MINIMUM OF 100 FEET FROM ANY OTHER FREESTANDING SIGN ON PROPERTY PART OF THE PLANNED UNIT DEVELOPMENT.

ATTACHMENTS:

Aerial Photo
Zoning Map
Future Land Use Map
Master PUD Plan
Exterior Elevations Exhibit



PROJECT PERFORMANCE OBJECTIVES

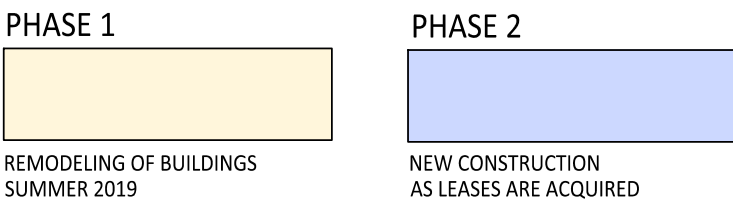
CREATE A DEVELOPMENT ORIENTED TOWARDS, RETAIL, COMMERCIAL, BANKING SERVICES.

PUD C-4 USE GROUP DESCRIPTION

LOTS 1 - 4, BLOCK A, VILLA WEST SUBDIVISION NO. 17 AND LOT 1, BLOCK A, VILLA WEST SUBDIVISION NO. 9, ALL IN THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS.

PROJECT INFORMATION C-4 COMMERCIAL DISTRICT

TOTAL AREA: 13.684 ACRES
TOTAL STRUCTURES: 6
TOTAL SQUARE FOOTAGE: 109,435 SQ. FT.
MAXIMUM BUILDING HEIGHT: 70 FT
MAXIMUM BUILDING COVERAGE: 60%
CONSTRUCTION IS PLANNED IN MULTIPLE PHASES. THE CURRENT PHASING IS SHOWN AS THE FOLLOWING:



GENERAL NOTES

- PURSUANT TO SEC. 48-24.05, THE APPLICANT MUST RECORD THE MASTER PUD PLAN WITH THE SHAWNEE COUNTY REGISTER OF DEEDS WITHIN 60 DAYS UPON APPROVAL OF CITY COUNCIL. FAILURE BY THE APPLICANT TO RECORD THE PLAN WITHIN THE PRESCRIBED TIME PERIOD OR PROVIDE THE PLANNING DEPARTMENT FIFTEEN (15) COPIES OF THE RECORDED PLAN WITHIN NINETY (90) DAYS OF THE DATE OF ACTION BY CITY COUNCIL SHALL DEEM THE ZONING PETITION NULL AND VOID.
- AMENDMENTS
THE FEE TITLE HOLDER(S) OF PROPERTY CONTAINED WITHIN THE DESCRIBED LEGAL DESCRIPTION MAY INITIATE AMENDMENTS TO ITS RESPECTIVE PROPERTY CONTAINED WITHIN THE APPROVED VILLA WEST SHOPPING CENTER MASTER PLANNED UNIT DEVELOPMENT PLAN REVISION NO. 2. IF ANY AMENDMENTS AFFECT MORE THAN ONE FEE TITLE HOLDER OF THE PUD AS DETERMINED BY THE PLANNING DIRECTOR PURSUANT TO SECTION 48-24.06 OF THE CITY OF TOPEKA ZONING REGULATIONS, THEN ALL AFFECTED OWNERS MUST EXECUTE ANY SUCH AMENDMENT.
THE TERMS AND PROVISIONS HEROF SHALL EXTEND TO AND BE BINDING UPON THE HEIRS, EXECUTORS, ADMINISTRATORS, TRUSTEES, AND ASSIGNS OF THE FEE TITLE HOLDER(S) OF ITS RESPECTIVE LOT AND SHOULD MORE THAN ONE ENTITY HOLD TITLE, THEN ALL OF THE OWNERS OF ALL SUCH TITLE SHALL BE REQUIRED TO EXECUTE ANY SUCH AMENDMENT FOR ITS RESPECTIVE LOT.
- ALL DRIVES, STREETS, PARKING AREAS, APPROACHES AND WALKS SHALL BE CONSTRUCTED TO THE CITY OF TOPEKA STANDARDS.
- THE BUILDING LAYOUTS ARE CONCEPTUAL IN NATURE AND MINOR ADJUSTMENTS TO THE BUILDING LAYOUTS SHOWN ON THE PUD MAY BE PERMITTED AT THE TIME OF SITE PLAN REVIEW OR BUILDING PERMIT REVIEW AND APPROVAL. NO BUILDING PERMITS SHALL BE ISSUED UNTIL SITE PLAN REVIEW APPLICATIONS FOR EACH PHASE SUBJECT TO TMC 18.190.060(C) HAVE BEEN REVIEWED AND APPROVED BY THE PLANNING DIRECTOR AND OTHER CITY STAFF PRIOR TO SUBMITTAL FOR BUILDING PERMITS. THESE SITE PLANS SHALL ADDRESS EACH BUILDING SITE LOCATION, OFF-STREET PARKING AND ADJACENT, FIRE HYDRANTS, LANDSCAPING, PEDESTRIAN CONNECTIVITY, EXTERNAL LIGHTING, BUILDING ARCHITECTURAL ELEVATIONS, STORMWATER, RELATIONSHIP TO ADJACENT LOTS, UTILITIES, BUS STOPS, ETC.
- NO BUILDING PERMITS SHALL BE ISSUED UNTIL STORMWATER MANAGEMENT PLANS AND REQUIREMENTS ARE MET AND APPROVED, INCLUDING GRANTING OF ANY NECESSARY STORMWATER MANAGEMENT EASEMENTS.
- THE BASE ZONING OF C-4 ZONING SHALL APPLY UNLESS STATED OTHERWISE HEREIN.

CIRCULATION, PARKING AND TRAFFIC NOTES

- CROSS ACCESS AGREEMENTS EXIST FOR ALL BUSINESS LOCATED WITHIN THE PUD, IN ADDITION TO THOSE SITES ADJOINING THE PUD BOUNDARY WHICH FRONT ONTO SW WANAMAKER ROAD BETWEEN SW 27TH ST. AND SW 29TH ST. IN ADDITION TO THOSE FRONTING ON SW 29TH ST.
- PARKING SPACE REQUIREMENTS
 - BUILDINGS A - F: 4.55 SPACES PER 1000 SQ. FT.
 - BUILDINGS G: 1 SPACES PER 150 SQ. FT.
 - BIG O TIRES: 4.55 SPACES PER 1000 SQ. FT.
- PARKING SPACES PROVIDED
 - BUILDINGS A-G: 572 REGULAR, 12 HANDICAP
 - BIG O TIRE: 45 REGULAR, 2 HANDICAP
- ALL DRIVES, LANES, AND PRIVATELY OWNED ACCESS WAYS PROVIDING ACCESSIBILITY TO STRUCTURES, BUILDINGS, AND USES WITHIN THE PLANNED UNIT DEVELOPMENT SHALL BE CONSIDERED AND SERVED AS MUTUAL RIGHTS OF ACCESS FOR OWNERS, TENANTS, INVITED GUESTS, CLIENTS, CUSTOMERS, SUPPORTS AND UTILITY SERVICE PERSONNEL AND EMERGENCY SERVICE PROVIDERS, INCLUDING LAW ENFORCEMENT, FIRE PROTECTION, AND AMBULANCE SERVICES. ALL ACCESS WAYS PROVIDING GENERAL ACCESSIBILITY TO, AND CIRCULATION AMONG, THE USES WITHIN THE PLANNED UNIT DEVELOPMENT SHALL BE MAINTAINED AT ALL TIMES IN GOOD SERVICEABLE CONDITION WITH THE MAINTENANCE OF SAID ACCESS WAYS BEING THE RESPONSIBILITY OF THE OWNER(S).

SIGNAGE NOTES

- SIGNS SHALL BE APPROVED BY SEPARATE SIGN PERMIT APPLICATION.
- NO PORTABLE OR TEMPORARY SIGNS ARE PERMITTED OTHER THAN REAL ESTATE SIGNS RELATING TO THE LEASE OR SALE OF THE PROPERTY.
- TMC 18, DIVISION 2 SIGNS SHALL GOVERN ALL OTHER SIGNS UNLESS SPECIFICALLY STATED HEREIN AND IN ACCORDANCE WITH THE FOLLOWING:
 - ONE FREESTANDING "CENTER SIGN" ON WANAMAKER TO ACCOMMODATE IDENTIFICATION OF MULTIPLE TENANTS. THE HEIGHT OF THE CENTER SIGN WILL BE LIMITED TO 30 FEET AND AREA TO 240 SQUARE FEET PER SIDE. ARCHITECTURAL EMBELLISHMENTS AND ADDRESS NUMBERS WILL NOT BE INCLUDED WHEN CALCULATING SIGN HEIGHT AND AREA. THE HEIGHT AND AREA OF THE SIGN ARE ALLOWED TO BE 35 FEET AND 300 SQUARE FEET IF THE OWNER OR APPLICANT DEMONSTRATES THE INCREASED HEIGHT AND AREA IS NECESSARY TO ACCOMMODATE IDENTIFICATION OF BUSINESSES AND TENANTS. THE CENTER SIGN SHALL BE EITHER ON A MONUMENT SIGN OR CONSIST OF MULTIPLE COLUMNS, WITH EACH COLUMN HAVING CLADDING OR COVERING IN A COATED, TEXTURED DURABLE PANEL OR SIMILAR MATERIAL. EACH COLUMN INCLUDING CLADDING OR COVERING SHALL HAVE A MINIMUM WIDTH OF 2 FEET.
 - ONE FREESTANDING MONUMENT SIGN ON SW 29TH, HEIGHT NOT TO EXCEED 25 FEET AND AREA PER SIDE NOT TO EXCEED 120 SF AND SET BACK A MINIMUM OF 5 FEET FROM THE 29TH STREET RIGHT-OF-WAY. THE ALLOWED AREA OF THE SIGN MAY BE INCREASED TO 150 SF IF THE OWNER OR APPLICANT DEMONSTRATES THE INCREASED HEIGHT AND AREA IS NECESSARY TO ACCOMMODATE IDENTIFICATION OF BUSINESSES AND TENANTS. ARCHITECTURAL EMBELLISHMENTS AND ADDRESS NUMBERS WILL NOT BE INCLUDED WHEN CALCULATING SIGN HEIGHT AND AREA.
 - BUILDINGS F AND G ARE EACH ALLOWED THEIR OWN MONUMENT SIGN. THE BUILDING F SIGN SHALL BE LOCATED ALONG THE WANAMAKER ROAD FRONTAGE, AT OR CLOSE TO THE NORTHERNMOST ENTRANCE TO THE SITE AND SET BACK A MINIMUM OF 5 FEET FROM THE WANAMAKER ROAD RIGHT-OF-WAY AND SHALL NOT EXCEED A HEIGHT OF 15 FEET AND AN AREA OF 60 SF. THE BUILDING G SIGN SHALL BE LOCATED WITHIN 50 FEET OF THE BUILDING IT IDENTIFIES, AND SHALL NOT EXCEED A HEIGHT OF 7 FEET OR 30 SQUARE FEET IN AREA. ADDRESS NUMBERS ARE NOT INCLUDED IN CALCULATING SIGN AREA.
 - LOTS 1 AND 4 COMBINED SHALL BE ENTITLED TO ONE (1) MONUMENT SIGN NOT TO EXCEED A HEIGHT OF 25 FEET AND AN AREA OF 120 SF AND SET BACK A MINIMUM OF 5 FEET FROM THE WANAMAKER ROAD RIGHT-OF-WAY. A REFACE OR OTHER ALTERATION TO ANY OF THE TWO EXISTING SIGNS IS NOT ALLOWED UNLESS THE SIGNAGE FOR LOTS 1 AND 4 CONFORMS TO THE PUD MASTER PLAN.
 - IN ADDITION TO THE FREESTANDING SIGNS NO MORE THAN TWO INCIDENTAL SIGNS (I.E. DIRECTIONAL, ETC.) WITHIN 30 FEET OF WANAMAKER AND 1 INCIDENTAL SIGN WITHIN 30 FEET OF SW 29TH. INCIDENTAL SIGNS WITHIN 30 FEET OF STREET RIGHTS-OF-WAY SHALL NOT EXCEED A HEIGHT OF 5 FEET AND AREA OF 6 SQUARE FEET PER SIGN. UP TO 6 INCIDENTAL SIGNS MAY BE LOCATED AT A SETBACK OF 30 FEET OR MORE FROM WANAMAKER AND 29TH, EACH SIGN NOT TO EXCEED 8 SQUARE FEET PER SIGN. AN ALTERNATIVE PLAN FOR INCIDENTAL SIGNS MAY BE APPROVED WITH THE SITE PLAN FOR INDIVIDUAL PHASES.
 - ALL NEW FREESTANDING SIGNS SHALL BE LOCATED A MINIMUM OF 100 FEET FROM ANY OTHER FREESTANDING SIGN ON PROPERTY PART OF THE PLANNED UNIT DEVELOPMENT.
 - THE NAME OF THE SHOPPING CENTER (I.E. SHERWOOD CROSSING) SHALL NOT BE INCLUDED WITHIN THE CALCULATION OF SIGN AREA TO DETERMINE COMPLIANCE WITH CONDITIONS 3 A-C.

SIGNAGE ELEVATIONS TO BE APPROVED AT THE TIME OF SIGN PERMIT APPLICATION AND SHALL BE SUBSTANTIALLY COMPLIANT WITH THE BUILDING ARCHITECTURE.

BUILDING NOTES

- EXTERIOR BUILDING DESIGNS FOR IMPROVEMENTS IN BOTH PHASE 1 (REMODELED BUILDINGS) SHALL COMPLY WITH TYPE B STANDARD AND PHASE 2 (NEW CONSTRUCTION) SHALL COMPLY WITH TYPE A STANDARD OF TMC 18.275 NON-RESIDENTIAL DESIGN STANDARDS SUBJECT TO REVIEW AND APPROVAL BY THE PLANNING DEPARTMENT AT THE TIME OF SITE PLAN REVIEW AND BUILDING PERMIT REVIEW AND APPROVAL.
- THE LOCATION OF TRASH AND RECYCLING RECEPTACLES SHALL BE DETERMINED AT THE SITE DEVELOPMENT STAGE TO ENSURE TRASH AREAS ARE NOT OVERLY CONCENTRATED, ARE EFFECTIVELY SCREENED FROM PUBLIC AREAS, AND PROVIDE ADEQUATE CIRCULATION WITHIN THE OVERALL DEVELOPMENT. ALL SAID RECEPTACLES SHALL HAVE ENCLOSURES THAT SCREEN THE RECEPTACLES FROM VIEW AND ARE CONSTRUCTED WITH MATERIALS COMPATIBLE WITH THE ARCHITECTURAL FEATURES OF THE PRINCIPAL BUILDING.

LANDSCAPE NOTES

- LANDSCAPING SHALL BE INSTALLED PRIOR TO OCCUPANCY OF THE PROPOSED STRUCTURES.
- THE CARE, MAINTENANCE, AND OWNERSHIP OF COMMON OPEN SPACE, PARKING AREAS, UTILITIES, PRIVATE DRIVEWAYS, STORMWATER MANAGEMENT EASEMENTS, FENCING, AND LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNERS. ALL LANDSCAPING SHALL BE INSTALLED PURSUANT TO A PHASING SCHEDULE AND PROPERLY MAINTAINED. IF ANY PORTION OF THE LANDSCAPE MATERIAL DIES, IT SHALL BE REPLACED BY THE NEXT PLANTING SEASON.
- A 6' LANDSCAPE BUFFER IS TO EXTEND ALONG THE NORTH AND WEST BOUNDARY OF THE PUD TO BE APPROVED AT TIME OF SITE PLAN REVIEW.
 - PURSUANT TO THE AGREEMENT RECORDED WITH THE SHAWNEE COUNTY REGISTER OF DEEDS IN BOOK 4737 PAGE 175 THE ADJOINING PROPERTY OWNER TO THE WEST HAS AGREED TO ALLOW THE 6' LANDSCAPE BUFFER TO BE LOCATED ON THEIR PROPERTY IN PERPETUITY.
- LANDSCAPE PLANS DEMONSTRATING COMPLIANCE WITH TMC 18.235 FOR PHASE 2 (NEW CONSTRUCTION) SHALL BE APPROVED BY THE PLANNING DEPARTMENT AT THE TIME OF SITE PLAN REVIEW APPLICATION. IN ADDITION TO REQUIRED POINT QUANTITIES, THESE PLANS SHALL ADDRESS ALL RESIDENTIAL LANDSCAPE BUFFERING FOR NEW BUILDING "F" AND LANDSCAPING ALONG STREET FRONTAGES SHALL BE PROVIDED FOR BOTH PHASES TO THE EXTENT POSSIBLE. LANDSCAPE PLANS FOR PHASE 1 (REMODELED BUILDINGS) SHALL DEMONSTRATE COMPLIANCE WITH TMC 18.235 AND APPROVED WITH SITE PLAN REVIEW APPLICATION BASED ON 50 PERCENT OF REQUIRED POINTS OF THE DEVELOPED AREA.

UTILITY NOTES

- EXTERIOR LIGHTING SHALL BE SHIELDED AND THE INTENSITY NOT TO EXCEED THREE FOOT-CANDLES AT THE PROPERTY LINE. ALL EXTERIOR LIGHTING SHALL BE DOWNWARD DIRECTED WITH THE LIGHT SOURCE NOT VISIBLE SO AS NOT TO CREATE A NUISANCE FOR NEIGHBORS AND SURROUNDING PROPERTIES..
- SEWER SHALL BE BY CITY OF TOPEKA
- WATER SHALL BE BY CITY OF TOPEKA
- FIRE DEPARTMENT ACCESS, CIRCULATION, AND LOCATION OF HYDRANTS SHALL BE REVIEWED AND APPROVED AT THE TIME OF SITE PLAN REVIEW BY THE FIRE DEPARTMENT.
- ALL UTILITIES SHALL BE PLACED UNDERGROUND PURSUANT TO THE CITY'S RIGHT OF WAY MANAGEMENT STANDARDS.

BOOK _____ PAGE _____
DATE _____ TIME _____

RECORDED WITH THE SHAWNEE COUNTY REGISTER OF DEEDS

REBECCA J. NIOCE, REGISTER OF DEEDS

THIS PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN HAS BEEN REVIEWED AND APPROVED IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 18.190 OF THE COMPREHENSIVE ZONING REGULATIONS OF THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS AND MAY BE AMENDED ONLY AS PRESCRIBED IN TMC 18.190.070 OF SAID CHAPTER AND AS SET FORTH ON THIS DOCUMENT OR AS MAY SUBSEQUENTLY BE APPROVED AND RECORDED.

CERTIFICATION OF MASTER PUD PLAN APPROVAL NOTE BY THE SECRETARY OF THE PLANNING COMMISSION

BILL FIANDER, AICP, PLANNING DIRECTOR

DATE

STATE OF KANSAS) ss
COUNTY OF SHAWNEE) ss

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME BILL FIANDER, PLANNING DIRECTOR, WHO IS PERSONALLY KNOWN 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 SEAL ON THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER'S CERTIFICATE

29TH STREET PARTNERS, LLC, OWNER, AGREES TO COMPLY WITH THE CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE MASTER PUD PLAN.

IN TESTIMONY WHEREOF, THE OWNERS OF THE ABOVE DESCRIBED PROPERTY, 29TH STREET PARTNERS LLC., HAS SIGNED THESE PRESENTS THIS _____ DAY OF _____, 2019.

DAVID J. CHRISTIE - MANAGER
29TH STREET PARTNERS, LLC.

STATE OF KANSAS) ss
COUNTY OF SHAWNEE) ss

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME DAVID J. CHRISTIE, MANAGER, 29TH STREET PARTNERS, LLC., WHO IS PERSONALLY KNOWN 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 SEAL ON THE DAY AND YEAR LAST WRITTEN ABOVE.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

OWNER'S CERTIFICATE

RICK BINKLEY, OWNER, AGREES TO COMPLY WITH THE CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE MASTER PUD PLAN.

IN TESTIMONY WHEREOF, THE OWNER OF THE ABOVE DESCRIBED PROPERTY, RICK BINKLEY HAS SIGNED THESE PRESENTS THIS _____ DAY OF _____, 2019.

RICK BINKLEY - OWNER

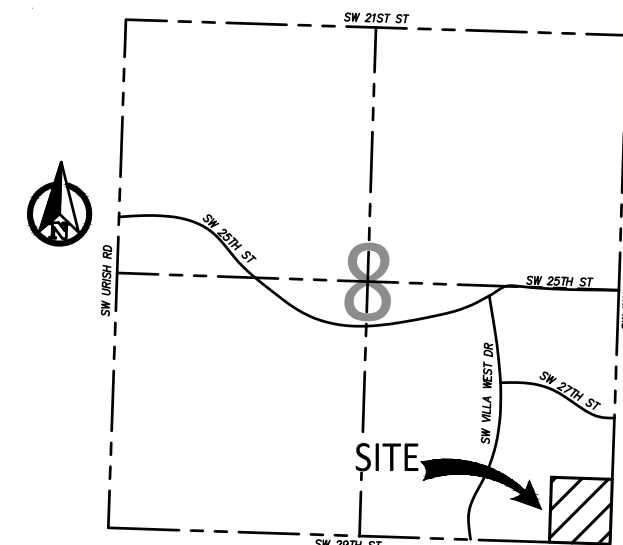
STATE OF KANSAS) ss
COUNTY OF SHAWNEE) ss

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME RICK BINKLEY, OWNER, WHO IS PERSONALLY KNOWN 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 SEAL ON THE DAY AND YEAR LAST WRITTEN ABOVE.

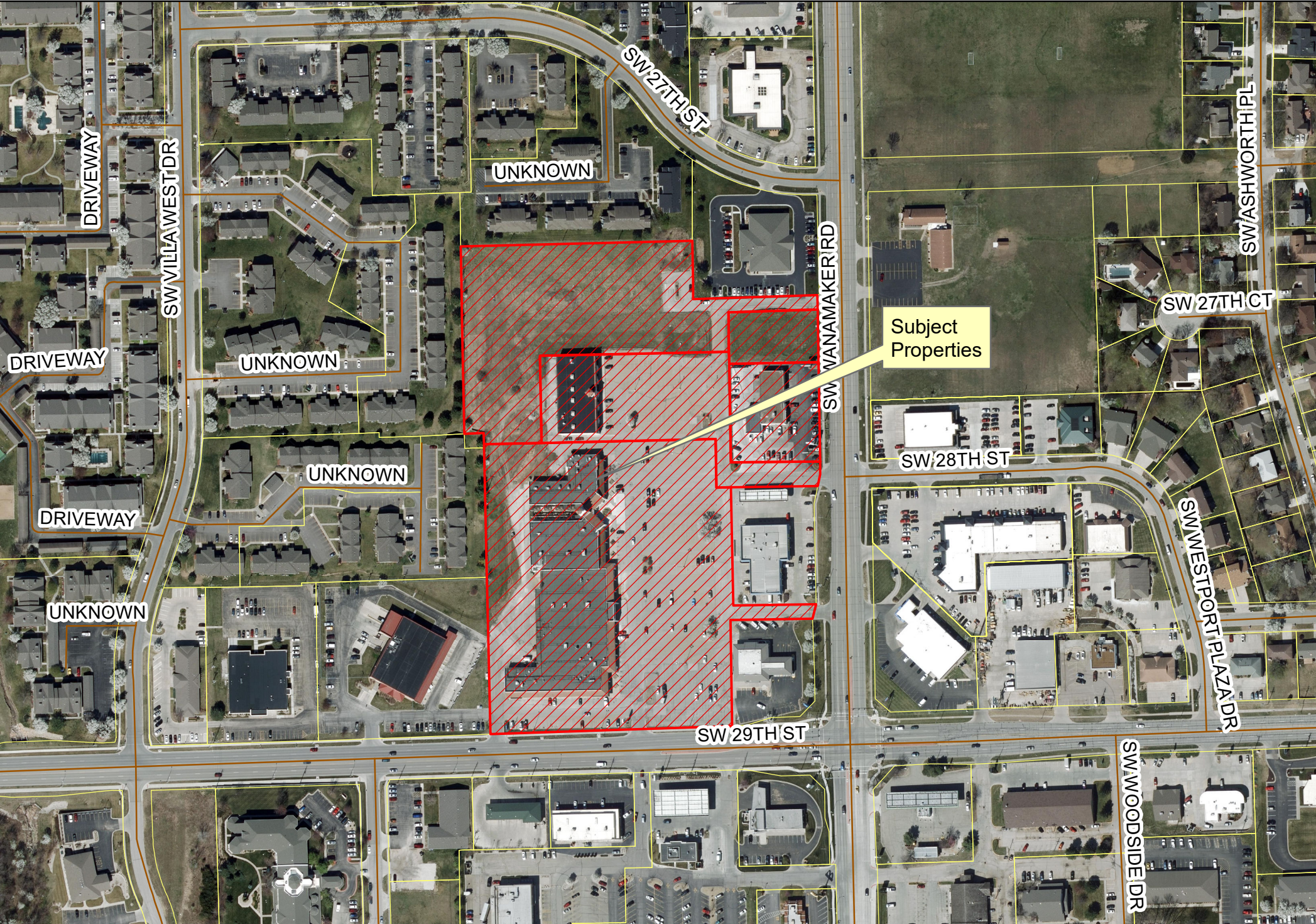
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



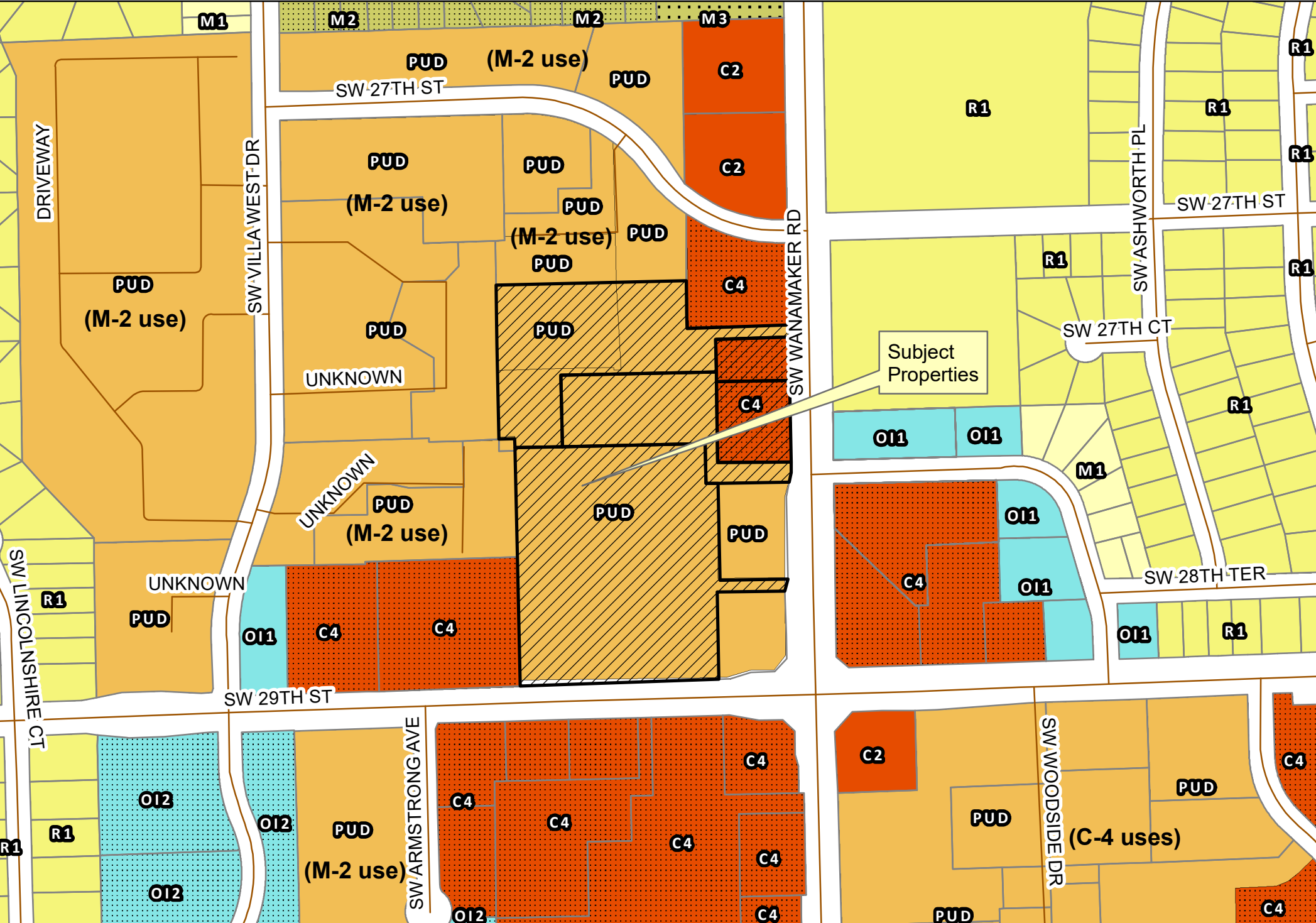
VICINITY MAP NO SCALE

CFS ENGINEERS
cfse.com
2930 SW Woodside Dr. Topeka, KS 66614
o: 785-272-4706 f: 785-272-4736



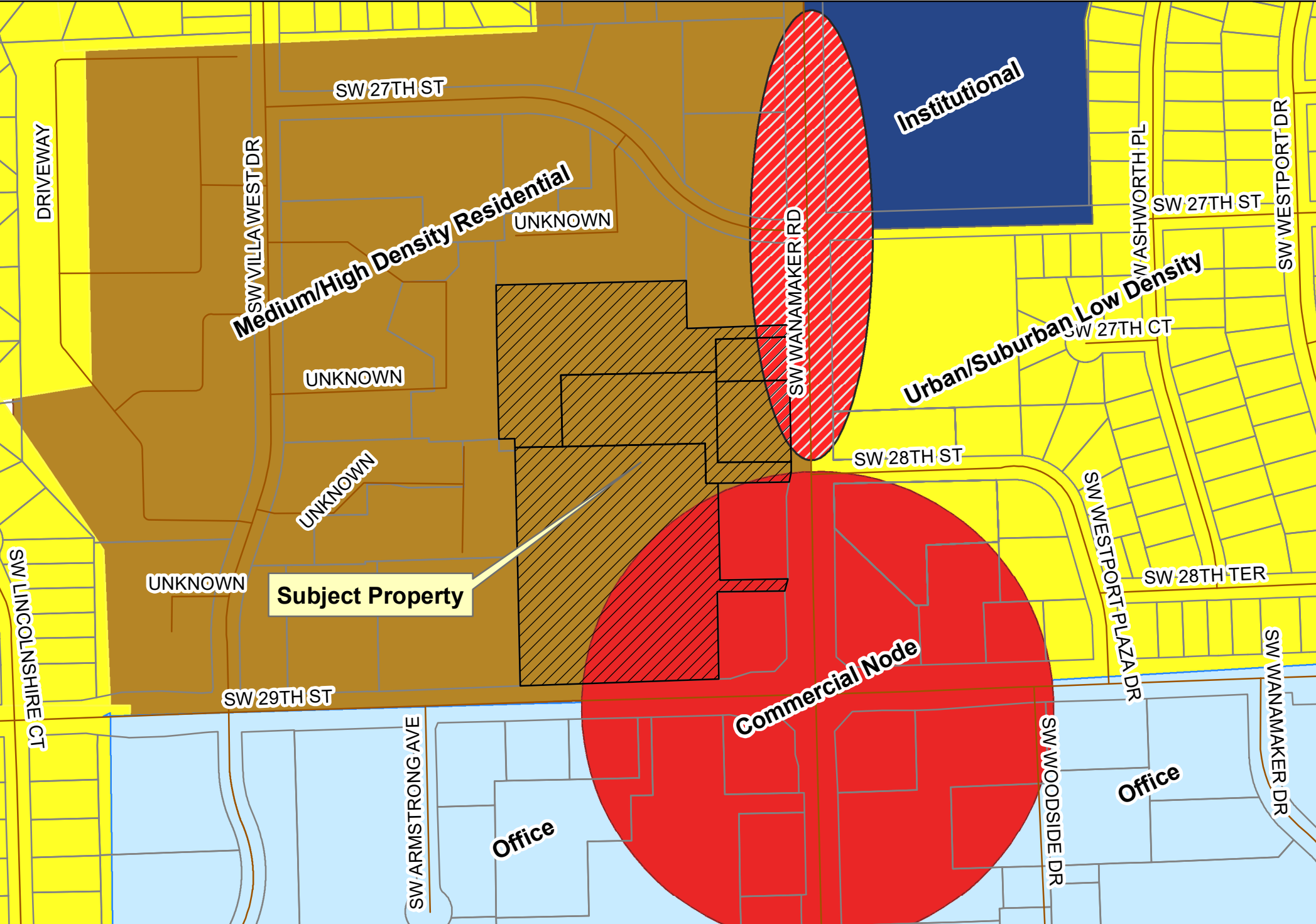
PUD 19/1 Sherwood Crossing PUD (29th St. Partners)





PUD19/1 Sherwood Crossing PUD (29th St. Partners)





PUD19/1- Future Land Use Map

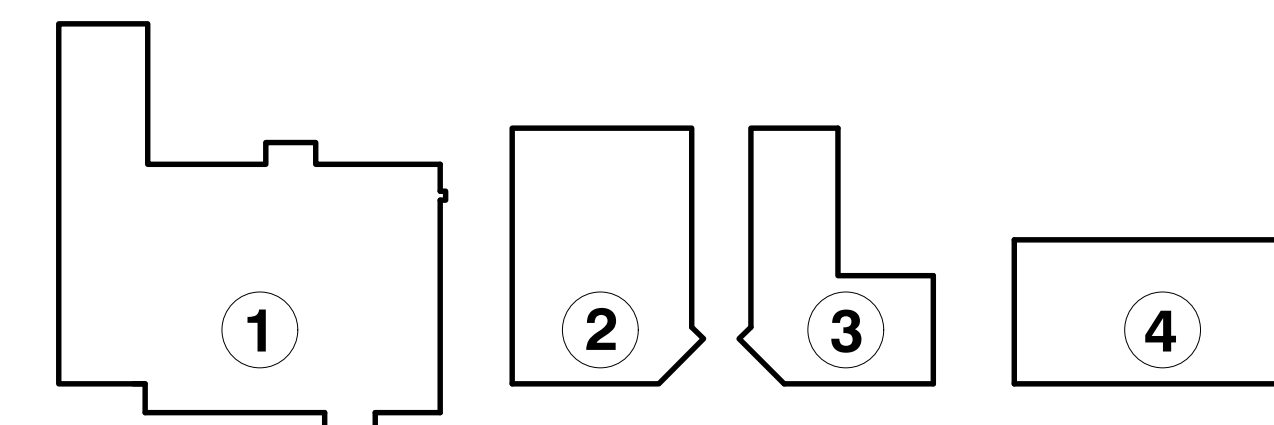




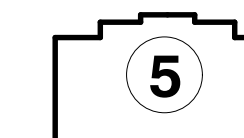
conceptual
South Elevation Building 1
 1/8" = 1'-0"



conceptual
East Elevation Building 1
 1/8" = 1'-0"



Key Plan
 no scale



JOE STEWART
 ARCHITECT
 125 Highland Park Avenue
 Excelsior Springs, MO 64024
 kcmojoe1973@gmail.com
 816 . 830 . 2754
 Drawings and/or Specifications are original proprietary work and property of the Architect intended for the specifically titled project. Use of items contained herein without consent of Architect for titled or other projects is prohibited. Drawings illustrate best information available to Architect. Field verification of actual elements, conditions, and dimensions is required.

JOSEPH RAY STEWART
 LICENSED
 6930
 KANSAS
 ARCHITECT
 signed 7 September 2018
 Project Number 18.100.01
ADA Compliance Certification
 To best of my professional knowledge, the facility as indicated is in compliance with the Americans with Disabilities Act, including the current ADA Title III Design Guidelines.
 Joseph Ray Stewart
 Kansas Architect 6930

Revisions

commercial center renovation . additions
Sherwood Crossings
 Wanamaker Road at Southwest 29th Street
 Topeka . Kansas

sheet
A1
 preliminary
 Exterior Elevations
 approval
 6 September 2018



conceptual
East Elevation Building 2

1/8" = 1'-0"
0 10 20

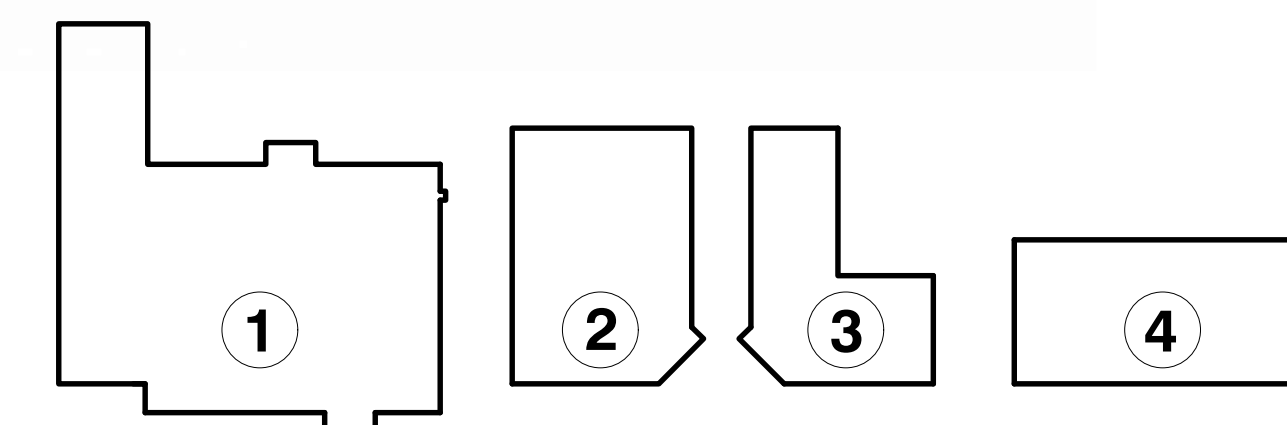
conceptual
East Elevation Building 3

1/8" = 1'-0"
0 10 20



conceptual
East Elevation Building 4

1/8" = 1'-0"
0 10 20



Key Plan
no scale

5

JOE STEWART
ARCHITECT
125 Highland Park Avenue
Excelsior Springs, MO 64024
kcmjoe1973@gmail.com
816 . 830 . 2754

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signed 7 September 2018
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Kansas Architect 6930

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commercial center renovation . additions
Sherwood Crossings
Wanamaker Road at Southwest 29th Street
Topeka . Kansas

sheet
A2
preliminary
Exterior Elevations

approval
6 September 2018



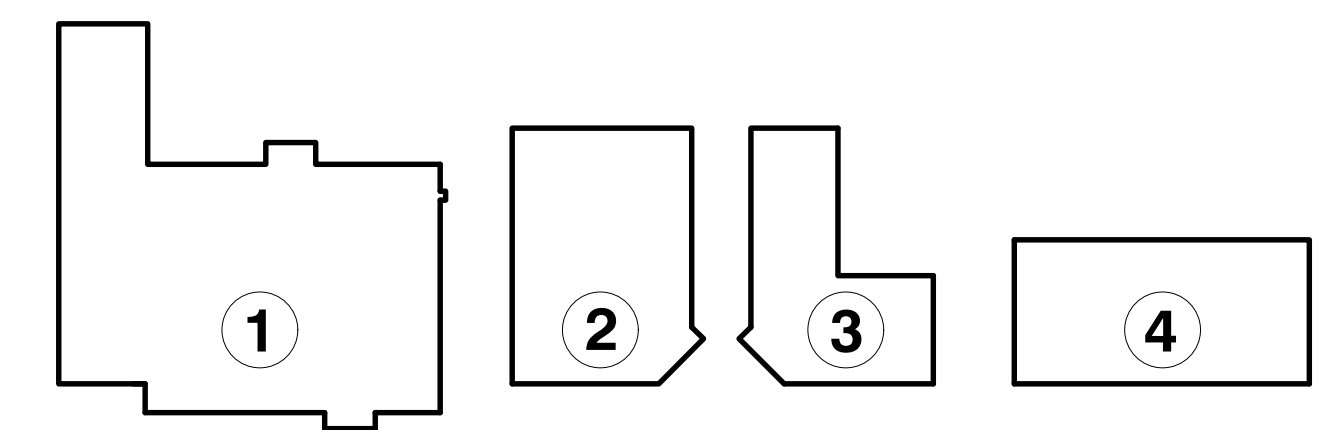
conceptual
North Elevation Building 5
1/8" = 1'-0"
0 10 20



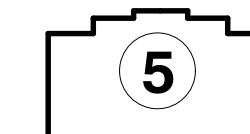
conceptual
West Elevation Building 5
1/8" = 1'-0"
0 10 20

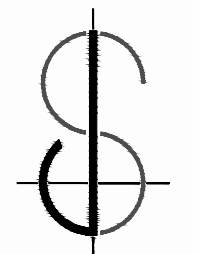


conceptual
East Elevation Building 5
1/8" = 1'-0"
0 10 20

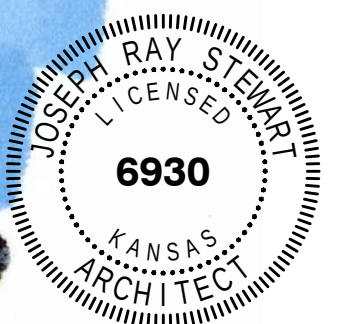


Key Plan
no scale




JOE STEWART
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signed 7 September 2018
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To best of my professional knowledge, the facility as indicated is in compliance with the Americans with Disabilities Act, including the current ADA Title III Design Guidelines.
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commercial center renovation . additions
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Wanamaker Road at Southwest 29th Street
Topeka . Kansas

s h e e t
A3
preliminary
Exterior Elevations

approval
6 September 2018



CITY OF
TOPEKA

TOPEKA PLANNING COMMISSION

Monday, June 17, 2019

6:00PM – Municipal Building, 214 SE 8th Street, 2nd floor Council Chambers

CASE MINUTES

Members present: Brian Armstrong (Acting Chair), Corey Dehn, Carole Jordan, Wiley Kannarr, Corliss Lawson, Ariane Messina, , Matt Werner (7)

Members Absent: Katrina Ringler, Marc Fried (2)

Staff Present: Bill Fiander, Planning & Development Director; Mike Hall, Current Planning Manager; Dan Warner, Comprehensive Planning Manager; Annie Driver, Planner; John Neunuebel, Planner; Kris Wagers, Administrative Officer; Mary Feighny, Deputy City Attorney

Mr. Armstrong called the first case and Mr. Werner left the room.

PUD19/01 Sherwood Crossing Master Planned Unit Development Plan by: 29th Street Partners & Binkley, Michael A. & Rick A. & Gregg A, requesting to rezone 14 acres that were originally included in the 16 acre Master Planned Unit Development Plan for Villa West Shopping Center located at the northwest intersection of SW Wanamaker and SW 29th Street to accommodate the redevelopment of the existing shopping center and new commercial uses on the property.

Annie Driver explained that the two properties at the corner of 29th & Wanamaker are part of the current Villa West PUD plan and are not included in this new PUD. Their zoning will remain under the existing Villa West Shopping Center PUD. She presented the staff report and staff recommendation for approval subject to conditions in the staff report and as revised per the Revised Recommended Conditions in the staff memorandum dated June 17, 2019 and provided to commissioners as a handout. (editorial note: said memo has been attached to the permanent record via the Agenda Packet for the June 16, 2019 Planning Commission meeting)

With no questions from commissioners, Kevin Holland came forward representing the applicant. He stated that the owners were also in attendance and would take questions if necessary.

Mr. Holland explained that the property has been in a state of decline over the past 20 years. The proposal makes improvements to the look of the buildings and the neighborhood. Though a business on the north side of the property might bring more traffic than a self-storage facility, he believes a neighborhood would prefer a nice looking C-4 building as a neighbor. He stated that the owners expect to move quickly with Phase 1 so improvements will be obvious in quick fashion.

Mr. Armstrong asked if “Building F” in Phase 2 is in fact “generically unknown” and Mr. Holland confirmed that it is. He stated that the buildings could vary in size a bit to allow for the requirements of specific users.

Mr. Armstrong asked about circulation, and Mr. Holland explained that in Phase II parking would be added to the west, accessible by the far west 29th Street entrance (to the west of where Happy Bassett is located).

DRAFT

It has not been determined yet whether there will be access between buildings E & F.

Mr. Armstrong asked for information about signage. Mr. Hall spoke to the approach staff took to working out the agreed upon signage allowances. He explained that the project is seeking CID & TIF incentives and staff's practice of late has been to apply sign standards that are in the draft sign code (as approved by Planning Commission). Mr. Hall reviewed the sign proposals, staff recommendations, and the signage that was ultimately agreed upon by staff and applicant. Mr. Armstrong expressed appreciation for staff attempting to incorporate updated standards.

Mr. Dehn asked for clarification on landscaping requirements and Ms. Driver provided.

Mr. Armstrong declared the **public hearing open**. With nobody coming forward to speak, Mr. Armstrong declared the **public hearing closed**.

Motion by Mr. Dehn to forward to the Governing Body a recommendation of approval of the proposed PUD Master Plan subject to conditions in the staff report and as revised per the Revised Recommended Conditions in the staff memorandum; **second** by Ms. Messina. **APPROVAL** (6/0/1 with Mr. Werner abstaining).

Mr. Werner returned to his seat and Mr. Armstrong called the next case.

Sherwood Crossing Project Plan, Finding of Consistency with the Land Use and Growth Management Plan 2040 – In accordance with K.S.A. 12-1722, review the tax Increment finance district known as the Sherwood Crossing Project Plan for consistency with the Land Use and Growth Management Plan 2040.

Dan Warner explained that prior to the Governing Body considering approval of the project plan, the Planning Commission must vote on its consistency with the Land Use and Growth Management Plan 2040 (LUGMP). He presented the staff memorandum from Bill Fiander, Planning & Development Director, and staff's recommendation to approve Resolution 1-2019.

Representing the applicant, Kevin Holland indicated he had nothing to add.

Mr. Armstrong called for comments from the public and hearing none, Ms. Lawson made a **motion** to approve Resolution 1-2019, finding that the Project Plan is consistent with the intent of the comprehensive plan; **second** by M. Jordan. **APPROVAL** (7-0-0)



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 9, 2019

DATE: July 9, 2019
CONTACT PERSON: Bill Fiander DOCUMENT #:
SECOND PARTY/SUBJECT: Tim's Auto Salez LLC PROJECT #:
CATEGORY/SUBCATEGORY 014 Ordinances – Non-Codified / 007 Zoning
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by City Manager Brent Trout amending the “District Map” referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on property located at 660 NE U.S. 24 Highway from “C-4” Commercial District TO “I-1” Light Industrial District. (Z19/4) (Council District No. 2)

Voting Option Requirements: (1) Approve Planning Commission's recommendation, 6 votes required (2) Reject or Amend Planning Commission's recommendation, 7 votes required; or (3) Remand back to Planning Commission, 6 votes required.

(Approval will allow development of a self-storage facility.)

VOTING REQUIREMENTS:

1. Approve the Planning Commission's recommendation. A minimum of 6 votes of the Governing Body is required.
2. Amend or reject the Planning Commission's recommendation. A minimum of 7 votes of the Governing Body is required.
3. Remand to the Planning Commission for further consideration, with a statement specifying the basis for the governing body's failure to approve or disapprove. A minimum of 6 votes of the Governing Body is required.

POLICY ISSUE:

There are no significant issues associated with the proposed zoning change. The land fronting on U.S. 24 Highway east and west of the property is zoned "I-1" Light Industrial, and the properties immediately east of the subject parcel contain a mix of light industrial and heavy commercial land uses. The zoning change will allow redevelopment of the property which is likely to have a positive effect on surrounding properties.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

Z19/4 is a request to change the zoning of the property from "C-4" Commercial to "I-1" Light Industrial to allow for redevelopment of the property for a self-storage facility.

The proposed I-1 zoning is consistent with the Land Use and Growth Management Plan – 2040.

The applicant conducted a neighborhood information meeting on Tuesday, May 28th. No one attended the meeting, but the applicant was contacted by the owner of an adjacent property expressing support for redevelopment of the property.

The Planning Commission and the Planning and Development Department recommend approval.

BUDGETARY IMPACT:

Approval of the zoning change has no impact on the City's budget.

SOURCE OF FUNDING:

N/A

ATTACHMENTS:**Description**

Ordinance Z19/4

Planning Commission Meeting Minutes Z19/4 - June 17, 2019

Staff Report Z19/4

Aerial Map Z19/4

Zoning Map Z19/4

Future Land Use Map Z19/4

Neighborhood Information Meeting Attendance

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Brent Trout amending the “District Map” referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on property located at 660 NE U.S. 24 Highway from “C-4” Commercial District **TO** “I-1” Light Industrial District. **(Z19/4) (Council District No. 2)**

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

Section 1. That the “District Map” referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), be, and the same is hereby amended, by reclassifying the following described property:

Lots 1 and 2, Block A, Schuster Subdivision No. 2

FROM “R-1” Single Family Dwelling District **TO** “I-1” Light Industrial District

Section 2. This Ordinance Number shall be fixed upon the “District Map.”

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

2019

Michelle De La Isla, Mayor

ATTEST:

Brenda Younger, City Clerk

To Be Codified _____
Not To Be Codified X



CITY OF
TOPEKA

TOPEKA PLANNING COMMISSION

Monday, June 17, 2019

6:00PM – Municipal Building, 214 SE 8th Street, 2nd floor Council Chambers

CASE MINUTES

Members present: Brian Armstrong (Acting Chair), Corey Dehn, Carole Jordan, Wiley Kannarr, Corliss Lawson, Ariane Messina, , Matt Werner (7)

Members Absent: Katrina Ringler, Marc Fried (2)

Staff Present: Bill Fiander, Planning & Development Director; Mike Hall, Current Planning Manager; Dan Warner, Comprehensive Planning Manager; Annie Driver, Planner; John Neunuebel, Planner; Kris Wagers, Administrative Officer; Mary Feighny, Deputy City Attorney

Public Hearing of Z19/04 by Tim's Auto Salez, LLC, requesting to amend the District Zoning Map from C-4 Commercial District to I-1 Light Industrial District on property located at 660 NE US 24 Hwy to allow for use as a storage facility.

Mr. Hall presented the staff report and staff's recommendation for approval.

Kevin Holland came forward representing the prospective developer. Mr. Holland explained that the photo included in the email (agenda packet) is a photo of one of their current facilities in Alabama. They intend the new facility to look very similar. Mr. Holland noted that the owner of the golf course close to the property seeking re-zoning is happy to see this come in. The reason for the I-1 zoning is to allow for the option of having outdoor storage, especially for RVs or boats. The current zoning classification already allows for indoor storage.

Mr. Armstrong **opened the floor for public comment**. With nobody coming forward to speak, Mr. Armstrong declared the **public comment period closed**.

Motion by Mr. Kannarr to recommend to the Governing Body approval of the reclassification of the property from C-4 Commercial District to I-1 Light Industrial District; **second** by Mr. Dehn. **APPROVAL** (7-0-0)

DRAFT

STAFF REPORT – ZONING CASE
TOPEKA PLANNING DEPARTMENT

PLANNING COMMISSION DATE: Monday, June 17, 2019

APPLICATION CASE: Z19/4 By: Tim's Auto Sales LLC

REQUESTED ACTION: Zoning change from "C-4" Commercial District TO "I-1" Light Industrial District

APPLICANT / PROPERTY OWNERS: Tim's Auto Sales LLC

APPLICANT REPRESENTATIVE: Kevin Holland, P.E., CFS Engineers

PROPERTY LOCATION / PARCEL ID: 660 NE US 24 Highway / 1041704001021000

PARCEL SIZE: 4.39 acres

PHOTOS:



View from South, from South Side of US-24 Highway



View from Frontage Road, South Side of Site and North Side of US-24 Highway

CASE PLANNER:	Mike Hall, AICP; Manager, Current Planning
RECOMMENDATION:	Approval
RECOMMENDED MOTION:	Based on the findings and analysis in the staff report I move to recommend to the Governing Body approval of the reclassification of the property from “C-4” Commercial District TO “I-1” Light Industrial District

PROJECT AND SITE INFORMATION

PROPOSED USE / SUMMARY:	Future use of the property for a self-storage facility
DEVELOPMENT / CASE HISTORY:	Current use is automobile sales storage of a variety of vehicles. Aerial photos from 2018 indicate cargo/shipping containers are also stored on the property.
ZONING AND USE OF SURROUNDING PROPERTIES:	East: “I-1” Light Industrial / Car Repair and Storage “C-4” Commercial / Office and Storage of Snowplow and De-icing trucks West: “I-1” Light Industrial / Golf Course and Driving Range. South: “C-4” Commercial / Undeveloped and Vacant North: “R-1” Single Family Dwelling District / Undeveloped and Vacant

DEVELOPMENT STANDARDS AND POLICIES

PURPOSE, USE STANDARDS:	“I-1” district: <i>“The district is established to provide for a wide range of uses except specified uses which are obnoxious by reason of odor, dust, smoke, gas, or noise. The extent and range of uses are highly Intensive.”</i> Uses allowed under I-1 zoning include: <i>Agriculture product and sales; warehousing, storage and distribution; contractor yards; truck/freight terminals; outside display and storage of equipment and products.</i>
DIMENSIONAL STANDARDS:	“I-1” zoning has no building setbacks, except along the property lines abutting or across the street from a residential dwelling district. For this property, a 30’ building setback applies along the north property line. The maximum building coverage ratio is 85 percent.
OFF-STREET PARKING:	“I-1” District: Off-street parking is required per the standards in TMC 18.240. Outside storage areas will need to be hard surfaced per City policy based on the weight of vehicles having or requiring access including vehicles for emergency response.

OTHER DESIGN GUIDELINES AND CONSIDERATIONS:

A Landscape Plan subject to TMC 18.235 Landscape Regulations will be required at the time of Site Plan Review application.

SIGNAGE:

Signage will be permitted per TMC 18 Division 2 Signs or as amended. I-1 zoning currently allows freestanding signs up to 55 ft. in height and 300 sf. All signs require a Sign Permit through Development Services Division.

COMPREHENSIVE PLANS:

Land Use and Growth Management Plan 2040 (LUGMP): The Land Use and Growth Management Plan – 2040 designates the property for *Commercial* uses and more specifically for Community Commercial uses. This designation along Highway 24 is intended to allow for uses such as automobile/truck/trailer dealerships and tractor/farm supply stores. Along Highway 24 light industrial zoning may also be appropriate when the existing character of the area reflects a mixed land use arrangement containing heavy commercial and industrial uses such as those uses within this area.

TRANSPORTATION/MTPO PLANS:

Not applicable

OTHER FACTORS

SUBDIVISION PLAT:

Lots 1 and 2, Block A, Schuster Subdivision No. 2

**FLOOD HAZARDS, STREAM
BUFFERS:**

Designated "Reduced Flood Risk Due to Levee"

UTILITIES:

City water located in US-24 ROW and running parallel with front property line. Nearest city sanitary sewer is over 400 feet west of property. GIS map indicates there are no storm sewers adjacent to property.

TRAFFIC:

Access to the site will be taken from the US 24 Highway frontage road. Site circulation will need to be addressed at the time of Site Plan Review in order to minimize impact on the frontage road.

HISTORIC PROPERTIES:

Not applicable

NEIGHBORHOOD MEETING:

The applicant conducted a neighborhood information meeting on Tuesday, May 28th at 5:30 pm in the North Topeka office of CFS Engineers at 2011 NW Topeka Boulevard. No one attended the meeting other than the applicant. The applicant received a phone call from the owner of the adjacent golf course with questions but also supportive of development that will remove the current outdoor storage on the property. (The meeting occurred at the time of an intense thunderstorm and tornado watch.)

REVIEW COMMENTS BY CITY DEPARTMENTS AND EXTERNAL AGENCIES

PUBLIC WORKS/ENGINEERING:	A 12" water main runs along the south side of the property in the US-24 Highway right-of-way. There is an existing fire hydrant at the SW corner of the property. The nearest sanitary sewer main is located on the north side of US-24 about 490 feet west of the subject property. Plans for stormwater drainage and treatment if applicable will be reviewed and approved at site plan review stage. The need for a subdivision re-plat is not anticipated but if a re-plat is required a stormwater drainage report will be required with the plat.
FIRE:	New development will be required to ensure adequate access and hydrants for effective emergency response.
DEVELOPMENT SERVICES:	No concerns expressed at this time. Development Services will review development plans when they are submitted for review.

KEY DATES

SUBMITTAL:	May 2, 2019
NEIGHBORHOOD INFORMATION MEETING:	May 28, 2019
LEGAL NOTICE PUBLICATION:	May 27, 2019
PROPERTY OWNER NOTICE:	May 23, 2019

STAFF ANALYSIS

As a zoning case Planning staff have reviewed the case relative to the required findings and conclusions in Topeka Municipal Code Section 18.245 (Findings and conclusions reflect the "golden factors" per Donald Golden v. City of Overland Park, 1978 Kansas Supreme Court).

CHARACTER OF NEIGHBORHOOD: Development of the subject property in accordance with the standards for the proposed "I-1" Light Industrial zoning is consistent with the surrounding character of the property. In addition to the golf course adjacent to and west of the subject property, the lands along the frontage road on the north side of Highway 24 contain a mix of light industrial and heavy commercial land uses such as car and truck repair, contractor shops, and vehicle and equipment storage. The north half of the parcel adjacent to and east of the property is undeveloped and vacant. The area north of the property is undeveloped and used for agriculture. The south side of U.S. 24 Highway consists of undeveloped land and heavy commercial uses such as truck and car repair.

THE ZONING AND USE OF PROPERTIES NEARBY: The proposed zoning is compatible with the zoning and land use of adjacent property. The subject property is bordered on its west side by land classified "I-1" Light Industrial and used as a golf course. The land on the east side of the property is zoned "I-1" Light Industrial and contains truck and car repair and undeveloped, vacant land. The land adjacent to and north of the subject property zoned "R-1" Single Family

residential and is undeveloped, and development of this property for residential use is not likely in the foreseeable future. Adjacent lands on the south side of US-24 Highway are classified "C-4" Commercial.

LENGTH OF TIME PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER PRESENT CLASSIFICATION: The property is not vacant. Aerial photographs indicate the current use has existed at this location since some time prior to 1994. The property has been zoned for heavy commercial uses since 1965, first under the "G" Commercial classification which later converted to "C-4" Commercial.

CONFORMANCE TO COMPREHENSIVE PLAN: The proposed I-1 zoning is consistent with the comprehensive plan. The Land Use and Growth Management Plan – 2040 designates the property for *Commercial* uses and more specifically for Community Commercial uses. This designation along Highway 24 is intended to allow for uses such as automobile/truck/trailer dealerships and tractor/farm supply stores. Along Highway 24 light industrial zoning may also be appropriate when the existing character of the area reflects a mixed land use arrangement containing heavy commercial and industrial uses such as those uses within this area.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES OF WHICH IT HAS BEEN RESTRICTED: The property is suitable for the many uses allowed under the C-4 classification. The current use as car sales is allowed under the current classification, although much of the storage of what appear to be cargo containers and inoperable vehicles is not currently allowed. (It is perhaps allowed to continue as a legal non-conforming use.) A wide variety of other uses suitable for lands fronting on US-24 are allowed, including but not limited to general retail sales; car, truck, and heavy equipment sales; restaurants; contractor offices; and most types of outdoor recreation. Self-storage Type II is not allowed under the current C-4 zoning. Self-storage Type II includes rental storage in which individual units have their own exterior access and recreational vehicle storage,

THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES: Removal of current restrictions resulting from the proposed zoning change are not anticipated to detrimentally affect nearby properties. The applicant's purpose for the zoning change is to develop a self-storage facility. However, some of the other uses allowed in the I-1 Light Industrial district that are not allowed under the property's current C-4 zoning include agriculture product and sales; warehousing, storage and distribution; and contractor yards; truck/freight terminals. I-1 zoning also requires no building setbacks except along the property lines abutting or across the street from a residential dwelling district. Other facts support the change in zoning. In particular, the current development has existed for over 20 years and so does not meet all of the City's current standards. Any new development of this site will require an approved Site Plan Review application and the application of off-street parking, landscaping, and recently adopted building design standards. On balance, if the change in zoning facilitates redevelopment of the property it will likely have a positive effect on surrounding properties.

THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE OWNER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNER: Disapproval of the proposed zoning change does not impose a substantial hardship upon the property owner since the current C-4 Commercial zoning of the property allows for a wide range of land uses. However, approval of the proposed I-1 Light Industrial zoning accords a benefit to the surrounding property owners and the broader community to the extent the new zoning facilitates the stated intention to redevelop the property. The proposed zoning is the same as adjoining zoning to the east and west and so is not likely to result in harm to the public health, safety and welfare.

AVAILABILITY OF PUBLIC SERVICES: Adjacent public streets appear adequate to serve the development, although vehicular access to the property will be reviewed with site development plans by both the City and Kansas Department of Transportation. All essential public utilities, services and facilities are presently available to serve this property with any required connections being made at the expense of the developer.

STAFF RECOMMENDATION:

RECOMMENDATION: Based on the above findings and analysis Planning Staff recommends approval of the zoning reclassification from “C-4” Commercial District TO “I-1” Light Industrial District.

RECOMMENDED MOTION: Based on the findings and analysis in the staff report I move to recommend to the Governing Body approval of the reclassification of the property from “C-4 Commercial District TO “I-1” Light Industrial District.

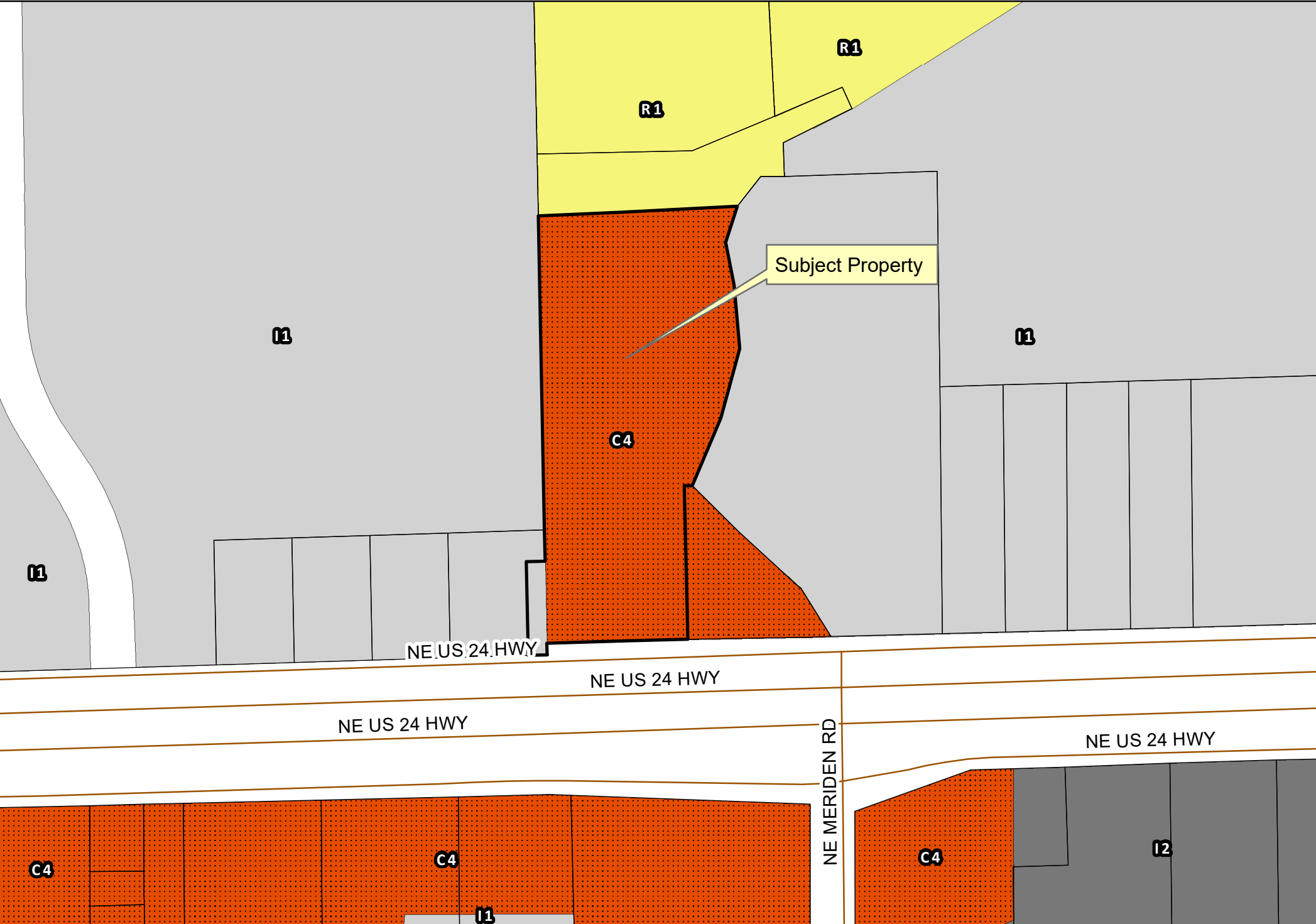
Exhibits:

Aerial map
Zoning map
Future land use map
NIM Attendance



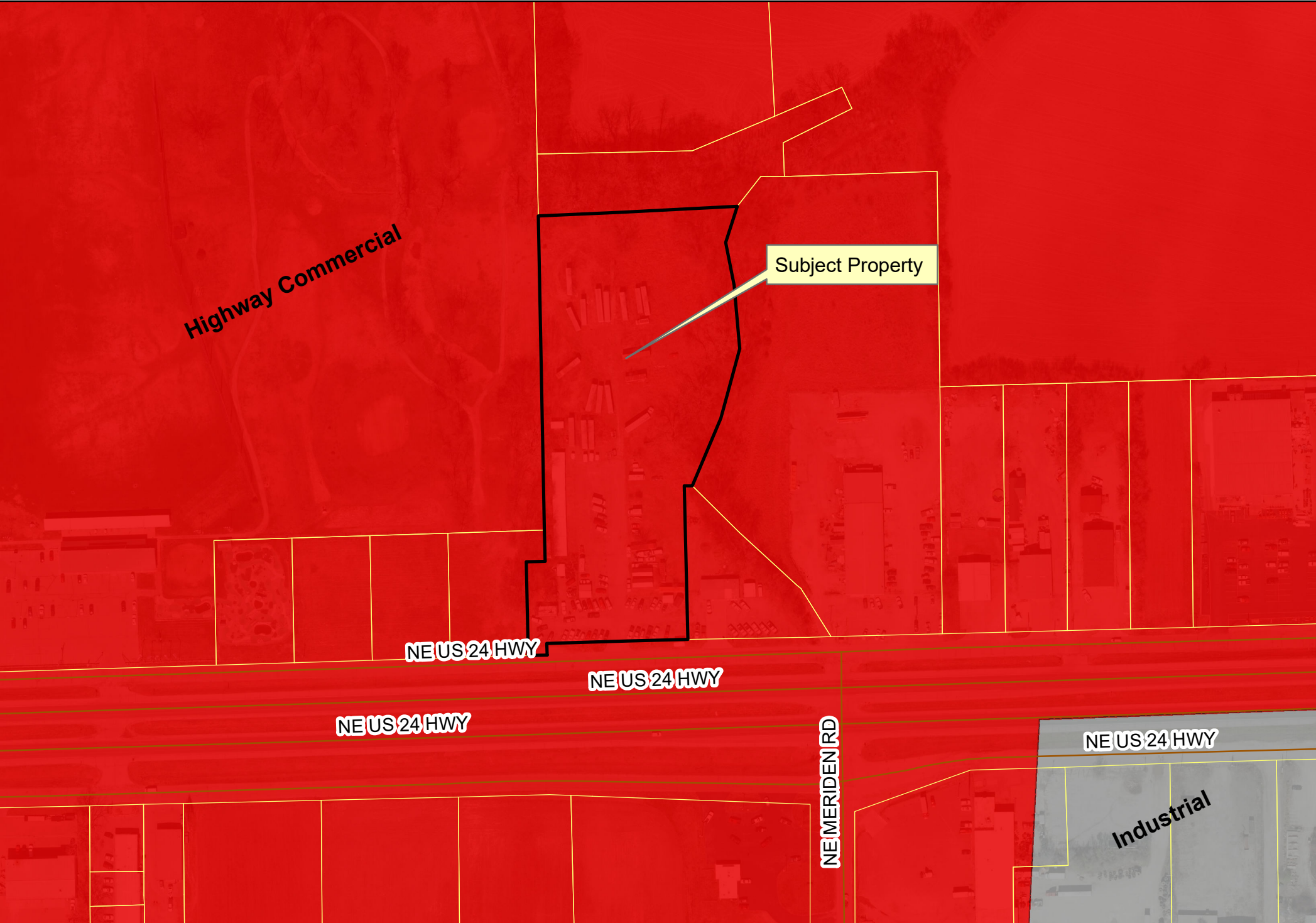
Z19/04 by: Tim's Auto Salez





Z19/04 by: Tim's Auto Salez





**Z19/04 by: Tim's Auto Salez
Future Land Use Map**



Kris Wagers

From: Kevin Holland <kholland@cfse.com>
Sent: Thursday, May 30, 2019 9:40 AM
To: Michael Hall
Subject: Tims Auto Salez Public Meeting

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Mike, a public meeting was held at 2011 N Topeka Boulevard for the rezoning case of Tims Auto Salez from C-4 to I-1. Nobody showed up to the meeting but Brett Lewis, current owner of the adjacent golf course called to discuss what was being planned. He was supportive of the "junk lot" being cleaned up. The attached picture was shown as a like image to the storage facility that would be built on the property.



Kevin K. Holland, P.E. | CFS Engineers

2930 SW Woodside Drive | Topeka, KS 66614

O: 785.272.4706 | f: 785.272.4736

M: 785.221.5313 | cfse.com



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 9, 2019

DATE:	July 9, 2019	
CONTACT PERSON:	Bill Fiander	DOCUMENT #:
SECOND PARTY/SUBJECT:	Angela Sharp, PE, Bartlett and West	PROJECT #:
CATEGORY/SUBCATEGORY	020 Resolutions / 001 Special Permits	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by City Manager Brent Trout, in accordance with Section 18.60.010 of the Topeka Municipal Code, approving a Conditional Use Permit for a "Public Utility Facility, Type II (Fiber Optic Network Facility)" on property zoned "C-4" Commercial District and located at 5031 SW 28th Street in the City of Topeka, Shawnee County, Kansas. (CU19/06) (Council District No.8)

Voting Option Requirements: (1) Approve Planning Commission's recommendation, 6 votes required (2) Reject or Amend Planning Commission's recommendation, 7 votes required; or (3) Remand back to Planning Commission, 6 votes required.

(Approval of the Conditional Use Permit will allow Giant Communications to construct and operate a fiber optic network facility.)

VOTING REQUIREMENTS:

1. Approve the Planning Commission's recommendation. A minimum of 6 votes of the Governing Body is required.
2. Amend or reject the Planning Commission's recommendation. A minimum of 7 votes of the Governing Body is required.
3. Remand to the Planning Commission for further consideration, with a statement specifying the basis for the governing body's failure to approve or disapprove. A minimum of 6 votes of the Governing Body is required.

POLICY ISSUE:

The primary issue regarding the requested Conditional Use Permit (CUP) is the facility's compatibility with surrounding land uses. The proposed fiber optic network facility is compatible with its surroundings for the following reasons:

- Its small size and distance of 300 feet from any street and 125 feet from the adjacent residential area.
- The CUP site plan includes landscaping that, over time, will effectively screen the facility from being viewed from the residential condominiums to the east.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

CU19/6 is a request by Giant Communications to construct a facility consisting of a 360 square foot building and two parking stalls for control and maintenance of the company's expanded fiber optic system located on property zoned "C-4" Commercial.

The applicant conducted a Neighborhood Information meeting on May 22, 2019. Five surrounding property owners attended but expressed no concerns.

The Planning Commission and the Planning and Development Department recommend approval.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Resolution CU19/06

Planning Commission Meeting Minutes - June 17, 2019

Staff Report to the Planning Commission

CUP Site Plan (CU19/06)

Aerial Map

Zoning Map

Future Land Use Map (LUGMP 2040)

Neighborhood Information Meeting Summary

Request for Exemption from Non-Residential Design Standards

RESOLUTION _____

CONDITIONAL USE PERMIT

A RESOLUTION introduced by City Manager Brent Trout, in accordance with Section 18.60.010 of the Topeka Municipal Code (TMC), approving a Conditional Use Permit to allow for a “Public Utility Facility, Type II” (fiber optic network facility) on property zoned “C-4” Commercial District and located at 5031 SW 28th Street in the City of Topeka, Shawnee County, Kansas. (CU19/06) (Council District #8)

BE IT RESOLVED by the Governing Body of the City of Topeka, Kansas, that the application under the provisions of TMC 18.60.010, approving a Conditional Use Permit to allow for a “fiber optic network facility” on property zoned “C-4” Commercial District and located at 5031 SW 28th Street, and more specifically legally described as:

Lot 4 of Block A of the Butler Plaza Subdivision;

containing a total area of 0.84 acre;

be, and the same is hereby approved, **subject to:**

- 1. Use and development of the site shall be in accordance with the approved “Conditional Use Permit Site Plan” as referenced in Planning Department case file #CU19/06 for Giant Communications CUP Site Plan.**

ADOPTED AND APPROVED by the Governing Body of the City of Topeka,

_____, 2019.

Michelle De La Isla, Mayor

ATTEST:

Brenda Younger, City Clerk



CITY OF
TOPEKA

TOPEKA PLANNING COMMISSION

Monday, June 17, 2019

6:00PM – Municipal Building, 214 SE 8th Street, 2nd floor Council Chambers

CASE MINUTES

Members present: Brian Armstrong (Acting Chair), Corey Dehn, Carole Jordan, Wiley Kannarr, Corliss Lawson, Ariane Messina, , Matt Werner (7)

Members Absent: Katrina Ringler, Marc Fried (2)

Staff Present: Bill Fiander, Planning & Development Director; Mike Hall, Current Planning Manager; Dan Warner, Comprehensive Planning Manager; Annie Driver, Planner; John Neunuebel, Planner; Kris Wagers, Administrative Officer; Mary Feighny, Deputy City Attorney

Public Hearing of CU19/06 Cantilever Topeka, LLC, by: Giant Communications requesting a Conditional Use Permit for installation and operation of a public utility facility including a small office on property zoned C-4 Commercial District located at 5031 SW 28th Street.

John Neunuebel presented the staff report and staff recommendation for approval subject to conditions listed in the staff report.

With no questions from commissioners, Mr. Kannarr invited the applicant to speak.

Austin Taylor came forward representing Giant Communications. He stated that Giant Communications is excited to be a part of broadband growth in Topeka and this facility will allow them to do so.

Acting Chair Wiley Kannarr **opened the floor for public comment**. With nobody coming forward to speak, Mr. Kannarr declared the **public comment period closed**.

Mr. Kannarr stated that he has no issues with the analysis of staff.

Motion by Mr. Werner to recommend approval to the Governing Body, subject to the conditions of approval in the staff report; **second** by Mr. Dehn. **APPROVAL** (6-0-1 with Mr. Armstrong abstaining)

DRAFT

**STAFF REPORT – ZONING CASE
TOPEKA PLANNING DEPARTMENT**

PLANNING COMMISSION DATE: June 17, 2019

**APPLICATION CASE NUMBER /
NAME:**

CU19/06 By: Giant Communications

**REQUESTED ACTION / CURRENT
ZONING:**

A Conditional Use Permit (CUP) for “Public Utility Facility, Type II” (fiber optic equipment building) on property zoned “C-4” Commercial District

PROPERTY OWNER:

Cantilever Topeka, LLC

APPLICANT:

Giant Communications

APPLICANT REPRESENTATIVE:

Ms. Angela Sharp, PE, Bartlett & West

PROPERTY LOCATION / PARCEL ID:

5031 SW 28th Street. / Parcel No. 1421003011003050

PHOTOS:



Facing south from 28th Street with State of Kansas offices on right (former Albertson's Market) and multi-family condominiums on left.



Facing north from SW 29th Street with State of Kansas offices on left; communications monopole in background (adjacent to SW 28th Street); and drainage ditch and adjacent multi-family condominiums on right.



Facing east toward general location of new facility with multi-family condominiums in background beyond drainage ditch along east property boundary.

PARCEL SIZE:	0.84 acre
CASE PLANNER:	J. Neunuebel, Planner
RECOMMENDATION:	Based upon the findings and analysis in the staff report, Planning staff recommend <u>APPROVAL</u> subject to the conditions on Page 7.
RECOMMENDED MOTION:	Based on the findings and analysis in the staff report I move to recommend <u>APPROVAL</u> to the Governing Body of the Conditional Use Permit CU19/06, subject to conditions in the staff report.

PROJECT AND SITE INFORMATION

PROPOSED USE / SUMMARY:

Giant Communications is proposing to construct a facility for control and maintenance of the company's expanded fiber optic system within the area on a parcel located between SW 28th Street and SW 29th Street. The visible elements of the facility will include a 360 square foot modular building with a height of 9' with paved parking area for 2 parking stalls, along with landscaping. The development site will be located aside the existing paved driveway (between SW 28th & SW 29th) at a location generally adjacent to the loading dock area of the State of Kansas office building to the west (former Albertson's market). Access to the site is provided by this existing driveway and pursuant to access easement contained within the Butler Plaza Subdivision.

DEVELOPMENT / CASE HISTORY:

The subject property is vacant and has been zoned for commercial use for many years, with a change in zoning from PUD (commercial use group) to C-4 Commercial District as was approved in 1996. A communication tower installed in November 2018 is located approximately 250 feet to the north on the neighboring lot fronting onto SW 28th Street. The communication tower is an allowed use within C-4 zoning districts.

ZONING AND CHARACTER OF SURROUNDING PROPERTIES:

The subject property is located on a parcel located between SW 28th Street and SW 29th Street. The property is vacant except for a 130-foot high communications monopole on the north portion of the subject parcel adjacent to SW 28th Street. The surrounding area is comprised of a mix of zoning districts and land uses including commercial, office, institutional, and residential uses.

Adjacent land uses to the subject site are as follows:

Adjacent and north: O&I-2 district with medical and other types of offices, with Shunga Creek and Crestview Community Center and Park beyond.

Adjacent and west: C-4 commercial and PUD commercial districts with State of Kansas office building (formerly Albertson's market) and O'Reilly Auto Parts immediately adjacent, with various commercial businesses further to the west along SW Fairlawn Rd.

Adjacent and east: The subject parcel includes a drainage ditch along the east property boundary approximately 40 feet in width, with multi-family residences (Normandy Condominiums) immediately beyond and Tanglewood Skilled Nursing and Rehabilitation Center located further north on SW 28th Street.

Adjacent and south: PUD commercial district on the south side of SW 29th Street within “Indian Hills Center” including Westlake Ace Hardware and Big Lots.

COMPLIANCE WITH DEVELOPMENT STANDARDS AND GUIDELINES

BUILDING HEIGHT & SETBACKS:

Maximum building height in the R-1 zoning district is 70 feet, and the proposed pre-manufactured building has a height of 9 feet.

Required minimum building setbacks within the C-4 zoning district are 25' front (SW 29th Street side); 10' side; and 25' rear and the placement of the proposed building meet or exceed these minimum standards.

PARKING AND ACCESS:

Access to the subject site will be from an existing driveway and associated access easement immediately west of the subject location.

The Topeka Zoning Ordinance does not include a parking standard (quantity) specifically for such a facility. The proposed parking of 2 stalls including an ADA stall is deemed sufficient for personnel and vehicular access anticipated will occur once per week for routine maintenance of the facility.

LANDSCAPING AND SCREENING:

The CUP landscape plan demonstrates compliance with TMC 18.235 Landscape Regulations including screening requirements pursuant to the facility being visible from the multi-family residences (Normandy Condominiums) located to the east.

SIGNAGE:

The CUP site plan includes a note stating that signage shall be limited to a building mounted wall sign identifying the purpose of the facility, and such a sign must adhere to City of Topeka sign requirements within the C-4 district.

LIGHTING & SOUND GENERATION:

The CUP is recommended to include a condition requiring a note stating that the intensity of any exterior lighting shall be no more than three foot-candles as measured at the property line, and the source of illumination shall not be visible from public right-of-way or adjacent properties.

No unusual or intrusive sounds will be generated by the facility.

DESIGN STANDARDS:

The project applicant has requested an exemption from the City's recently adopted Nonresidential Design Standards, and staff have determined that this request is valid based upon the function, size, and use of the building pursuant to TMC 18.275.030(2)(i)(A).

The CUP site plan includes a note stating that exterior colors shall consist of earth tones.

**TMC 18.215.030 – GUIDELINES
FOR CUP EVALUATION:**

The guidelines relate to development density, height and floor area relative to surrounding structures, setbacks of surrounding structures, building coverage, functionality and safety of parking and circulation, stormwater management, building design, traffic and other operational characteristics, the Comprehensive Plan, and other applicable regulations.

Adherence to guidelines:

- The pump station will generate less traffic (fewer trips) than surrounding land uses of commercial and multi-family residential..
- The building is smaller and development is less dense than the existing development on surrounding lots.
- The small size of the project does not require a stormwater assessment pursuant to City requirements.
- The building and parking meet required setbacks.
- Landscaping to be provided exceeds the City's requirements.
- Public facilities such as water pump stations are necessary and not unusual in residential districts.

PUBLIC FACILITES

TRANSPORTATION:

The subject property is located approximately 300' from public right-of-ways for SW 28th Street (a local street) and SW 29th Street (a minor arterial), and finished sidewalks are completed within right-of-ways for both these streets.

OTHER FACTORS

SUBDIVISION PLAT:

The subject property is platted as Lot 4 of Block A of the Butler Plaza Subdivision.

**FLOOD HAZARDS, STREAM
BUFFERS:**

None

UTILITIES:

The property is served by a full range of utilities and services.

TRANSPORTATION/TRAFFIC:

The proposed Conditional Use Permit for the subject public facility will have no discernable impact upon transportation/traffic within the area.

HISTORIC PROPERTIES:

None

**NEIGHBORHOOD INFORMATION
MEETING:**

The applicant conducted a Neighborhood Information Meeting on May 22, 2019. In addition to the applicant and City staff there were 5 surrounding property owners present who asked questions on the project such as type of building to be constructed and planned improvements, and no concerns were expressed regarding the proposed project. (Applicant's meeting summary attached.)

REVIEW COMMENTS BY CITY DEPARTMENTS AND EXTERNAL AGENCIES

PUBLIC WORKS/ENGINEERING:	No issues identified.
WATER POLLUTION CONTROL:	No issues identified.
FIRE:	No issues identified.
DEVELOPMENT SERVICES / PERMITTING DIVISION:	No issues identified. Construction plans will be required for issuance of a building permit.
SHAWNEE COUNTY PARKS AND RECREATION DISTRICT:	No issues identified.

KEY DATES

APPLICATION SUBMITTAL:	April 19, 2019
NEIGHBORHOOD INFORMATION MEETING:	May 22, 2019
LEGAL NOTICE PUBLICATION:	May 27, 2019
ADJOINING PROPERTY OWNER NOTICES MAILED:	May 23, 2019

STAFF ANALYSIS

EVALUATION CRITERIA: In considering an application for a Conditional Use Permit, the Planning Commission and Governing Body make findings and conclusions with respect to the following pursuant to Topeka Municipal Code Section 18.245.020 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. In addition, all Conditional Use Permit applications are evaluated in accordance with the standards established in the Section 18.215.030 as related to land use compatibility, site development, operating characteristics, and consistency with the Comprehensive Plan.

- 1. The conformance of the proposed use to the Comprehensive Plan and other adopted planning policies:** The subject property lies within an area designated “Office” by the Topeka Land Use and Growth Management Plan – 2040. The Land Use and Growth Management Plan recognizes the need for various utility facilities including those accommodating fiber optic networks as necessary in sustaining business and commercial development within the city and region, and the small footprint of the proposed facility provides for office or commercial uses to be developed on the remainder of the property.
- 2. The character of the neighborhood including but not limited to: land use, zoning, density, architectural style, building materials, height, structural mass, siting, open space and floor-to-area ratio:** Given its small size and location approximately 300 feet from either the SW 28th or 29th Street(s) right(s)-of-way, the proposed facility will not be readily visible from either roadway or from adjacent development. The residential area (Normandy Condominiums) to the east is approximately 125’ away and the small size and footprint of the facility will be less intrusive against the backdrop of the rear of the much larger building to the west. So, too, the CUP site plan includes new landscaping to be installed to the east of the building that will, over time, effectively screen it from being viewed from the condominiums, and the site plan is also notated to require earth-tone exterior colors.

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 installation and operation of a facility for the expansion of a fiber optic network is not unusual in a residential or commercial district and will be harmonious with the existing residential and commercial zoning and land uses.
4. **The suitability of the property for the uses to which it has been restricted under the applicable zoning district regulations:** Without the proposed fiber optic facility the subject property remains suitable as restricted under its current "C-4" Commercial District zoning.
5. **The length of time the property has remained vacant as zoned:** The subject property is vacant and has never been developed, while the adjacent lot to the north (adjacent to SW 28th Street) has also remained vacant except for the installation of a 130-foot high communications monopole in November 2018.
6. **The extent to which the approval of the application would detrimentally affect nearby properties:** The proposed facility will generate far fewer vehicle trips (approximately 1 trip per week) than would a commercial business pursuant to the underlying C-4 commercial zoning. With the small size of the facility and enhanced landscaping, the pump station will not detrimentally affect nearby properties.
7. **The extent to which the proposed use would substantially harm the value of nearby properties:** As described in the previous sections including the low intensity of the proposed use and design of the facility, the proposed facility will not harm the value of nearby properties.
8. **The extent to which the proposed use would adversely affect the capacity or safety of the portion of the road network influenced by the use, or present parking problems in the vicinity of the property:** The proposed use will generate very few additional vehicles trips required for routine maintenance of the facility, and will have no discernable impact on the road network.
9. **The extent to which the proposed use would create excessive air pollution, water pollution, noise pollution or other environmental harm:** The proposed facility will have a minimal impact. It will not generate air or water pollution, and there will be no noise generation. The increase in impervious surface is less than 10,000 square feet and, therefore, there is no concern about stormwater drainage with respect to volume or quality.
10. **The economic impact of the proposed use on the community:** Facilities required in the implementation of newer technologies such as fiber optic networks are essential to a community's continued economic development and have a positive impact on the broad community and City at-large. Fiber optic networks serve an important function as do other forms of public infrastructure (roads, sewer, water, electric, gas) and are vital to a community.
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:** There is no apparent gain to the public health, safety and welfare by denial of the application since approval of the application will help to ensure a modern communications network and will have no discernable negative impacts on surrounding properties.

STAFF RECOMMENDATION:

RECOMMENDATION: Based upon the above findings and analysis, Planning staff recommend **APPROVAL** subject to the project condition stated below as shall be completed prior to consideration by the Governing Body:

1. Add complete case Number to site plan to all sheets – "Case CU19/06."
2. Add new General Note #12 stating the the intensity of any exterior lighting shall be no more than three foot-candles as measured at the property line, and the source of illumination shall not be visible from public right-of-way or adjacent properties.

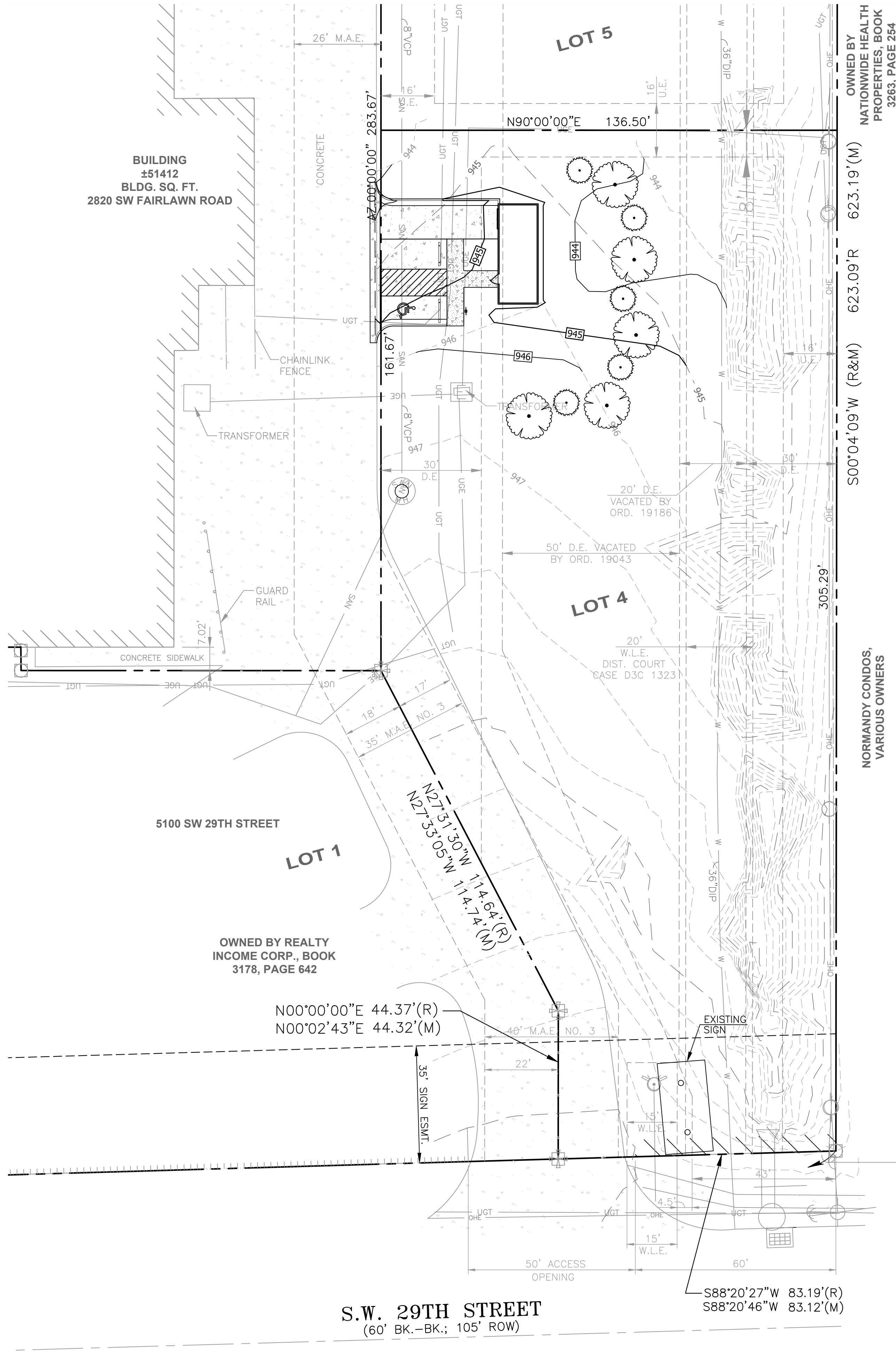
3. Revise General Note #10 to indicate the following: "Signage shall be limited to wall signs allowed in the C-4 District pursuant to the City of Topeka sign regulations."

RECOMMENDED MOTION: Based on the findings and analysis in the staff report I move to recommend **APPROVAL** to the Governing Body of the Conditional Use Permit CU19/06, subject to the conditions of approval in the staff report.

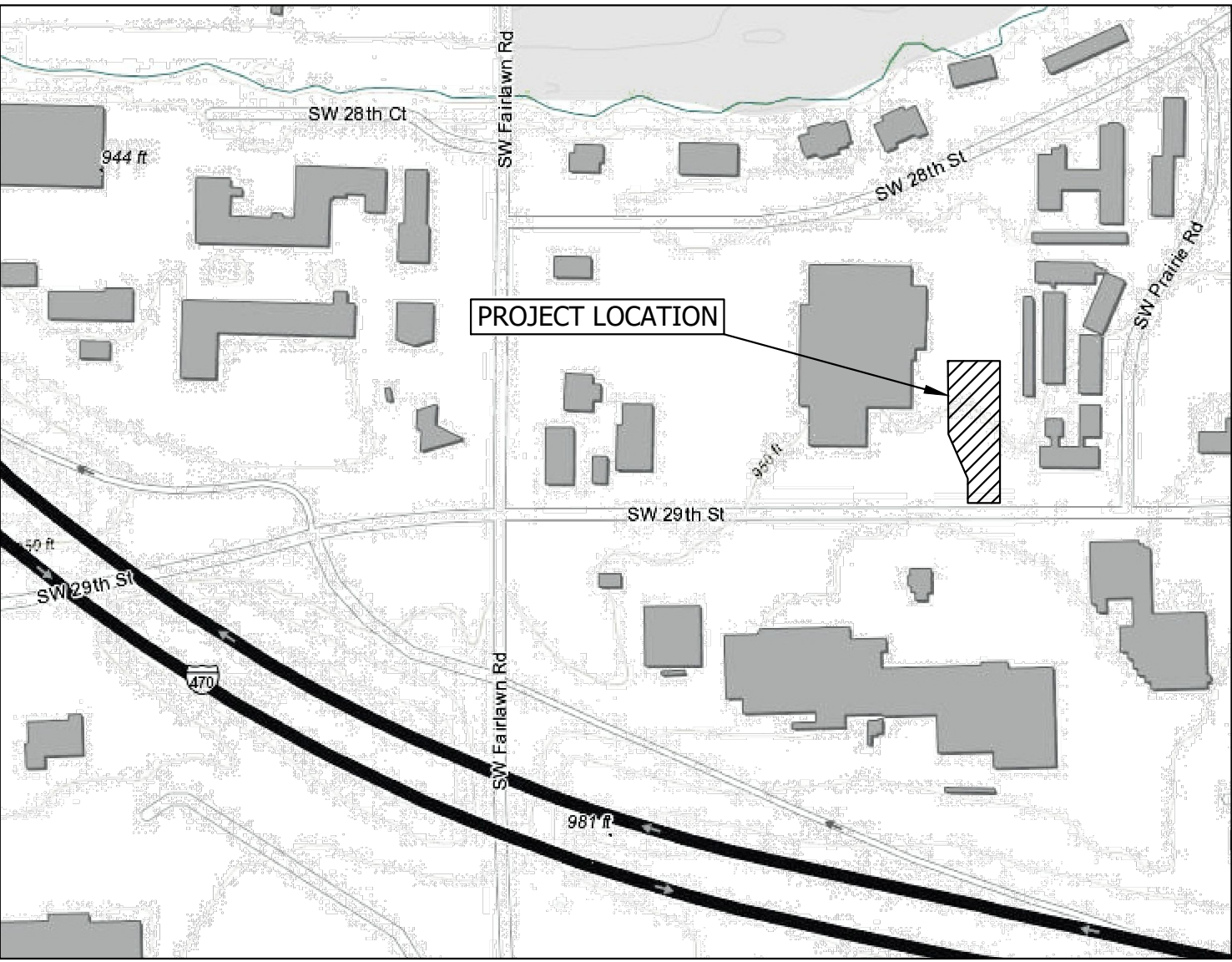
Attachments:

- Aerial Map
- Zoning Map
- Future Land Use Map (LUGMP 2040)
- CUP site plans
- Applicant Request for Exemption for Nonresidential Design Standards
- Neighborhood Information Meeting Summary & Sign-In

Last edit on: 6/26/2019 9:23 AM by: RCP07022 Drawing Name: W:\Proj\19000\19994\19994.000\AutoCad\CUP-1 Layout.dwg Layout Name: Layout Plotted on: 6/26/2019 9:32:23 AM



LEGEND
M.A.E. MUTUAL ACCESS ESMT.
W.L.E. WATER LINE ESMT.
D.E. DRAINAGE ESMT.
U.E. UTILITY ESMT.

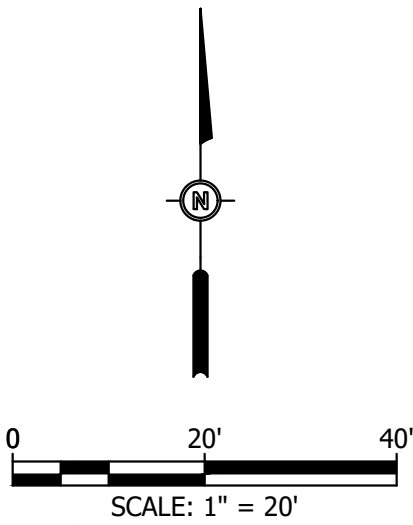


VICINITY MAP
SCALE: NTS

GENERAL NOTES

- Existing Zoning: C4 - Commercial District
No changes in zoning are proposed.
- Property Description:
Butler Plaza Subdivision, Block A, Lot 4, containing 0.84 acres.
- Owner:
Cantilever Topeka LLC and Hudson Revocable Living Trust c/o
Associated Commercial Management
1111 SW Gage Blvd., Suite 100
Topeka, Kansas 66604
- Civil Engineer & Plan Preparer
Bartlett & West, Inc.
1200 SW Executive Dr.
Topeka, KS 66451
- Current Use:
Vacant commercial lot.

Proposed Use:
Public Utility Facility (Giant Communication)
- Personnel and vehicular access is limited to periodic maintenance and operations visits that may occur once per week.
- Water and sanitary sewer service provided by the City of Topeka.
- Proposed site paving to be concrete. Curbing, valley gutter and sidewalk to be concrete in accordance with City of Topeka standards and specifications.
- Parking Information:
Required Parking = 2 Stalls
Proposed Parking Provided = 1 Standard Stall & 1 ADA Stall
- Signage shall be limited to wall signs allowed in the C-4 District pursuant to the City of Topeka sign regulations.
- The exterior color scheme of the building shall consist of earth tones to blend with the surroundings. Roofing material will be EPDM rubber roofing with an approximate 3.5% pitch.
- The intensity of any exterior lighting shall be no more than three foot-candles as measured at the property line, and the source of illumination shall not be visible from public right-of-way or adjacent properties.



DRAWN BY:

BY			
DESCRIPTION			
#	DATE		
Bartlett & West			
1200 SW EXECUTIVE DRIVE TOPEKA, KS 66615 888.200.6464 www.bartlettwest.com			
GIANT COMMUNICATIONS GENERAL LAYOUT CUP SITE PLAN BLOCK A, LOT 4 BUTLER PLAZA SUBDIVISION TOPEKA, KS			
DESIGNED BY:		RLW	
DRAWN BY:		RLW	
APPROVED BY:		ACS	
DESIGN PROJ:		19994.000	
CONST PROJ:			
SCALE:		AS NOTED	
DATE:		APRIL 19, 2019	
DRAWING NO:		Case	
SHEET NO:		CU19/06	
		1 of 2	

Last edit on: 6/26/2019 9:23 AM by: RCP07022 Drawing Name: W:\Proj\19000\19994\19994.000\AutoCad\CUP\19994.000_CUP-2 Layout.dwg Layout Name: Layout1 Plotted on: 6/26/2019 9:23:43 AM

LANDSCAPE REQUIREMENTS

- Square footage of developed area:3,058 sf
Points required = 33 points
- Parking points= 1.5 per parking stall
2 stalls x 1.5 = 3 points
- Total points required =36
- Existing tree credits claimed = 0
- Existing irrigation credits claimed = 0
- Residential buffer required?
Yes - 6' width on east side only

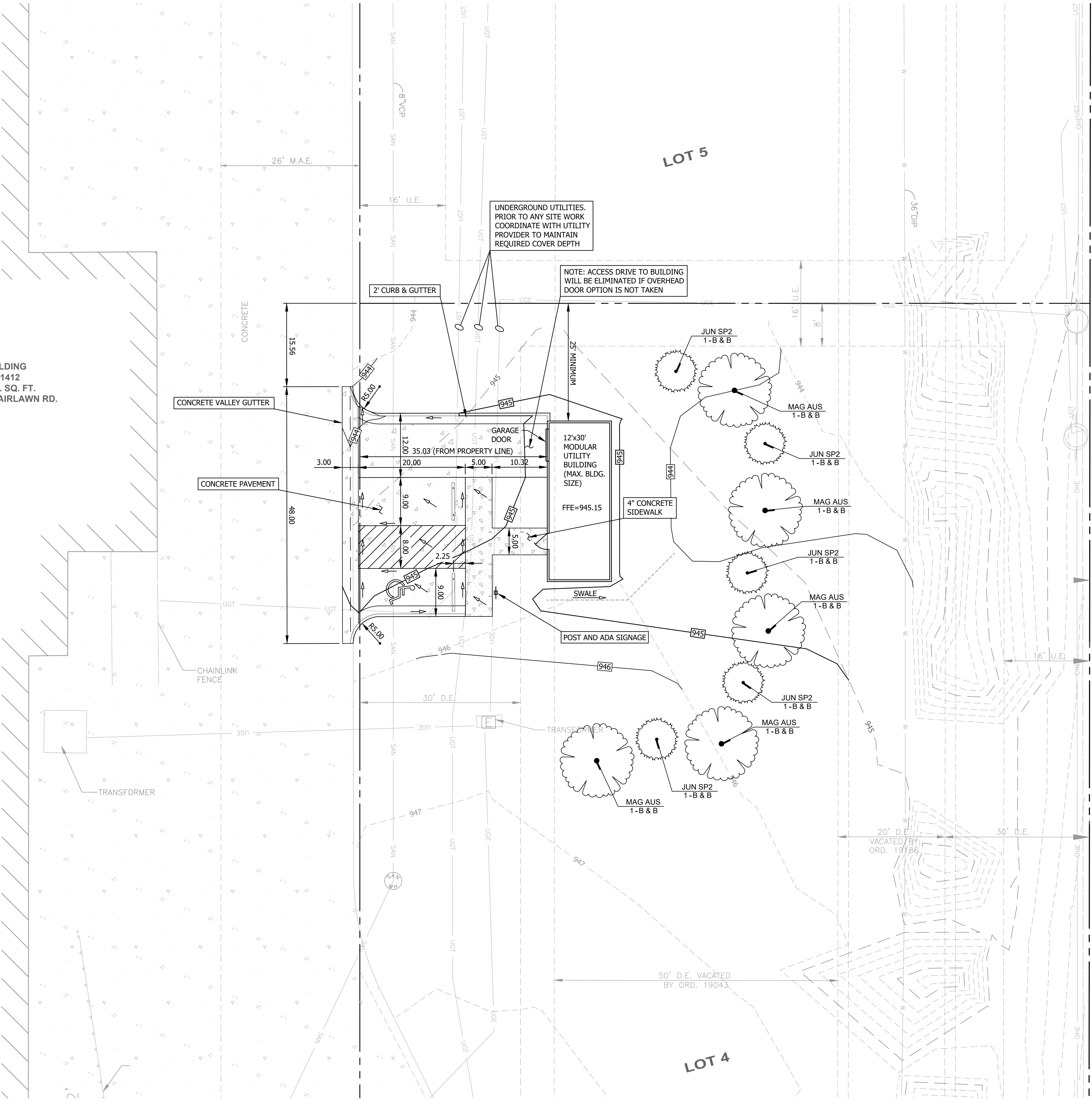
POINTS PROVIDED

Evergreen Trees: 10 x 8 pts/tree = 80
TOTAL POINTS PROVIDED= 80

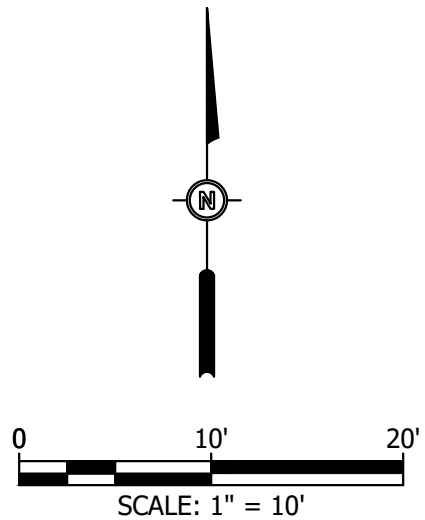
PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT	SIZE		QTY
JUN SP2	Juniperus chinensis 'Spartan' / Spartan Juniper	B & B	5' Min.		5
MAG AUS	Magnolia virginiana australis / Sweet Bay	B & B	1.5" CAL		5

BUILDING
±51412
BLDG. SQ. FT.
2830 SW FAIRLAWN RD.



OWNED BY
NATIONWIDE HEALTH
PROPERTIES: BOOK
3263, PAGE 254



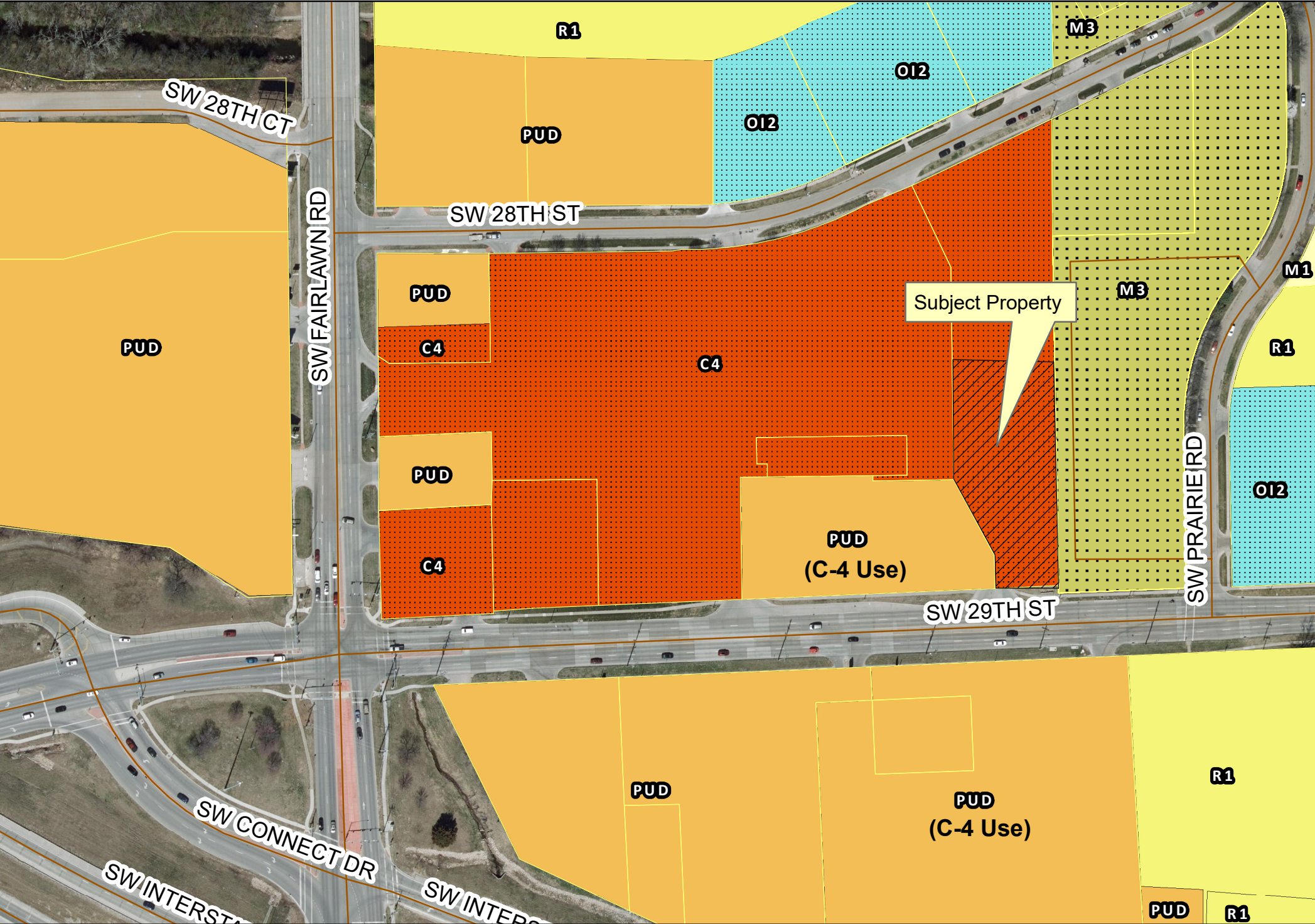
Bartlett & West

1200 SW EXECUTIVE DRIVE
TOPEKA, KS 66615
888.200.6464
www.bartlettwest.com

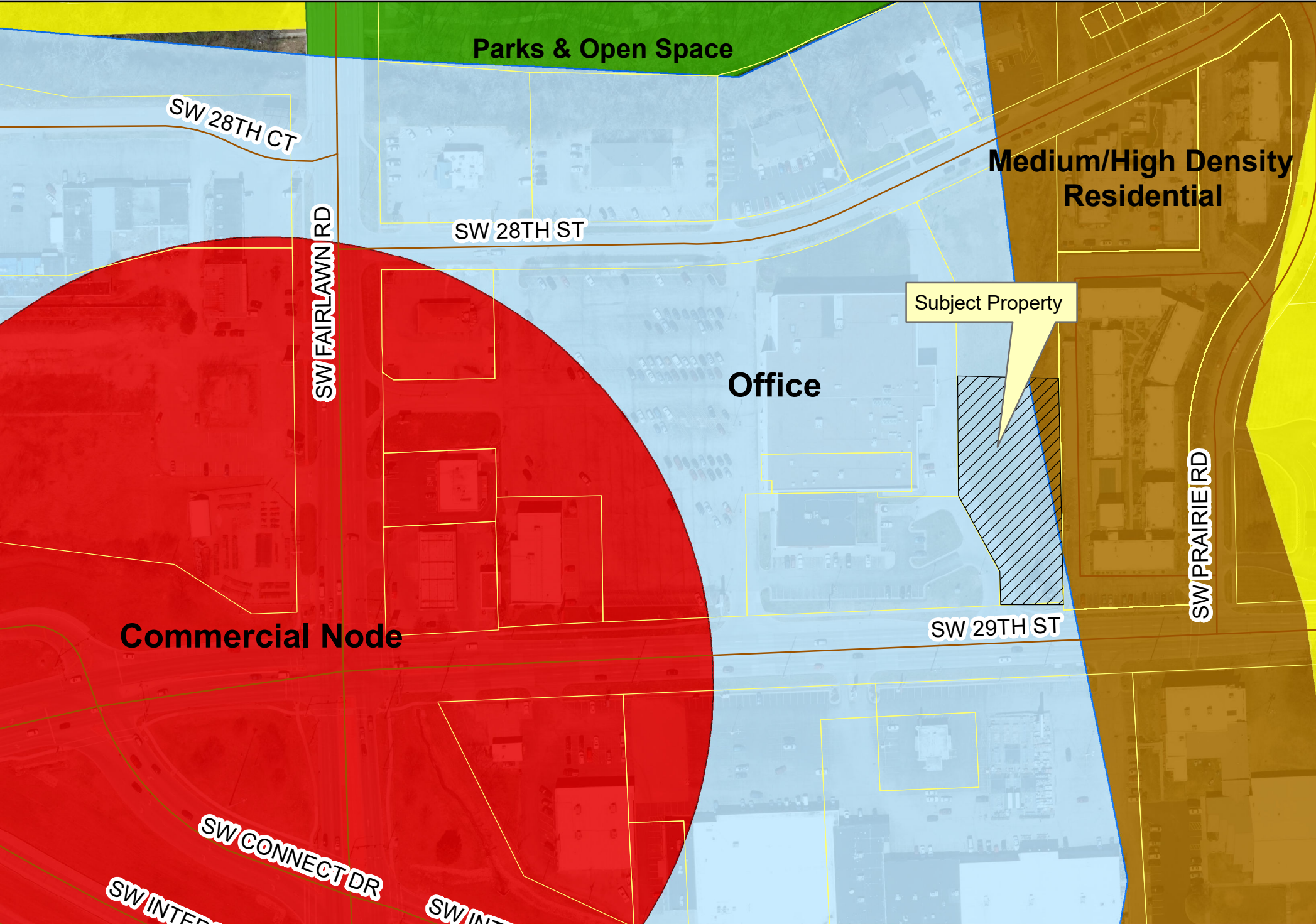
GIANT COMMUNICATIONS
LAYOUT PLAN
CUP SITE PLAN
BLOCK A, LOT 4
BUTLER PLAZA SUBDIVISION
TOPEKA, KS

DESIGNED BY:	RLW / KDW
DRAWN BY:	RLW / KDW
APPROVED BY:	ACS
DESIGN PROJ:	19994.000
CONST PROJ:	
SCALE:	AS NOTED
DATE:	APRIL 19, 2019
DRAWING NO:	Case
SHEET NO:	CU19/06





CU19/06 by: Giant Communications
Zoning Map





Subject: Summary of Neighborhood Information Meeting for Giant Communications CUP application.

Meeting Location: Crestview Community Center – 4801 SW Shunga Drive

Date/Time: May 22, 2019, at 5:30 PM

To: City of Topeka Planning & Development Department

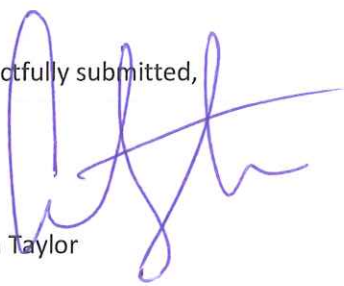
From: Giant Communications, Inc.

To whom it may concern,

On May 22nd at 5:30 PM, we held a publicized meeting for the above referenced project. There were seven people in attendance for the meeting. Please find attached the attendance sheet, including signatures. Others in attendance were John Neunuebel (COT Planning), and Austin Taylor (Manager of Ops, Giant Communications).

Mr. Nuenuebel explained the need for, and purpose behind the CUP. Austin answered general inquiries, there were no concerns in reference to the Giant Communications project.

Respectfully submitted,



Austin Taylor

Giant Communications, Inc.

Neighborhood Information Meeting

Sign-in Sheet

Sign-in Sheet

Proposed Conditional Use Permit for Property Located at 5031 SW 28th Street

Date: May 22, 2019, at 5:30 PM

Crestview Community Center - 4801 SW Shunga Drive

[illegible]



1200 SW Executive Drive
Topeka, KS 66615
ph (785) 272-2252
www.bartwest.com

April 19, 2019

Annie Driver
City of Topeka
Planning Department
620 SE Madison Street
Topeka, KS 66607

Re: Giant Communications - CUP
Building Design Standards Exemption Request

Annie,

On behalf of Giant Communications I am writing this letter requesting an exemption from the Building Design Standards based on Section 18.275.030 Exemptions – Alternative Compliance of the Topeka Municipal Code.

Section 18.275.030 (a)(s)(i)(B) indicates “The planning director may exempt building design standards if the applicant demonstrates that strict application of the design standards results in undue hardship due to one or more of the following factors: the building, expansion, or remodel is not visible from the public right-of-way.”

The proposed building for this public utility use is designed for the specific purpose of housing the equipment and materials required for the efficient operation of the fiber optic system. A change in the building type would have negative operational as well as cost implications for the utility. I have attached photos from the prospective building manufacturer that shows an example of the type of building being proposed. To meet the above criteria for exemption, we have indicated planting of 10 evergreen or fir types of trees that will provide screening from views along SW 29th Street to the south and from the residential property to the east.

We look forward to any questions or comments as a part of the CUP review process.

thanks,

Angela C. Sharp, PE

Cc: Austin Taylor, Giant Communications via Email



Driving Community and Industry Forward, Together.







City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 9, 2019

DATE: July 9, 2019
CONTACT PERSON: Bill Fiander **DOCUMENT #:**
SECOND PARTY/SUBJECT: City of Topeka Utilities **PROJECT #:**
Department
CATEGORY/SUBCATEGORY 020 Resolutions / 001 Special Permits
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by City Manager Brent Trout, in accordance with Section 18.60.010 of the Topeka Municipal Code, approving a Conditional Use Permit for a "Public Utility Facility, Type II" (Water Pump Station) on property within the "R-1" Single Family Dwelling District and located at 2907 NW Topeka Boulevard in the City of Topeka, Shawnee County, Kansas. (CU19/07) (Council District No.2)

Voting Option Requirements: (1) Approve Planning Commission's recommendation, 6 votes required (2) Reject or Amend Planning Commission's recommendation, 7 votes required; or (3) Remand back to Planning Commission, 6 votes required.

(Approval of the Conditional Use Permit will allow the City of Topeka Utilities Department to construct and operate a water pump station.)

VOTING REQUIREMENTS:

1. Approve the Planning Commission's recommendation. A minimum of 6 votes of the Governing Body is required.
2. Amend or reject the Planning Commission's recommendation. A minimum of 7 votes of the Governing Body is required.
3. Remand to the Planning Commission for further consideration, with a statement specifying the basis for the governing body's failure to approve or disapprove. A minimum of 6 votes of the Governing Body is required.

POLICY ISSUE:

The primary issue regarding the requested Conditional Use Permit (CUP) is the facility's compatibility with surrounding land uses. The proposed pump station is compatible with its surroundings for the following reasons:

- It will replace an existing 15-foot high, concrete structure in a deteriorated condition that once housed a

- pump station.
- It will be contained within a building with a pitched roof and asphalt shingles in character with adjacent residential development.
- The CUP will include conditions for landscaping, lighting, and noise limits to ensure the facility's compatibility.
- The proposed facility is anticipated to generate 8 vehicle trips per month for routine maintenance, having little or no discernible impact on area traffic and circulation.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

CU19/7 is a request by the City of Topeka Utilities Department to construct a water pump station on property zoned "R-1" Single Family Dwelling District.

The proposed pump station is enclosed in a 993 square foot building at a height of 13.5 feet, with access to the site by an existing, improved driveway also providing access to an adjacent residence. The pump station includes a 60 foot high telemetry antenna to remotely control and monitor pump station performance.

The applicant conducted a neighborhood information meeting on May 23, 2019. The owner of the adjacent residence attended and expressed concern about the current high traffic volume on NW Topeka Boulevard and the need to improve the roadway.

The Planning Commission and the Planning and Development Department recommend.

BUDGETARY IMPACT:

There is no budgetary impact on the City aside from the cost of constructing the new pump station facility which has previously been budgeted for by the Utilities Department.

SOURCE OF FUNDING:

Not applicable

ATTACHMENTS:

Description

Resolution CU19/07

Planning Commission Minutes June 17, 2019

Staff Report to the Planning Commission

Aerial Map

Zoning Map

Future Land Use Map (LUGMP 2040)

CUP Site Plan (CU19/07)

Neighborhood Information Meeting Summary

Public Comment - Greg DeBacker

RESOLUTION _____

CONDITIONAL USE PERMIT

A RESOLUTION introduced by City Manager Brent Trout, in accordance with Section 18.60.010 of the Topeka Municipal Code (TMC), approving a Conditional Use Permit to allow for a "Public Utility Facility, Type II" (Water Pump Station) on property zoned "R-1" Single Family Dwelling District and located at 2907 NW Topeka Boulevard in the City of Topeka, Shawnee County, Kansas.
(CU19/07) (Council District #2)

BE IT RESOLVED by the Governing Body of the City of Topeka, Kansas, that the application under the provisions of TMC 18.60.010, approving a Conditional Use Permit to allow for a "Water Pump Station" on property zoned "R-1" Single Family Dwelling District and located at 2907 NW Topeka Boulevard, approximately 300 feet north of Soldier Creek, and more specifically legally described as:

Beginning at a point 152 feet south and 25 feet West of the Northeast Corner of the South Half of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 17, Township 11 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas; thence South parallel to the East line of the side Southwest Quarter of the Northwest Quarter of the Northwest Quarter, a distance of 150 feet; thence West at right angles to the preceding line a distance of 150 feet; thence North parallel to the East line of the said Southeast Quarter of the Northwest Quarter of the Northwest Quarter described above, a distance of 150 feet; thence East 150 feet to the place of beginning.

Containing a total calculated area of 19,272 square feet or 0.44 acre, more or less.

be, and the same is hereby approved, **subject to:**

- 1. Use and development of the site shall be in accordance with the approved "Conditional Use Permit Site Plan" as referenced in Planning Department case file #CU19/07 for Solder Booster Pump Station.**

ADOPTED AND APPROVED by the Governing Body of the City of Topeka,

_____, 2019.

Michelle De La Isla, Mayor

ATTEST:

Brenda Younger, City Clerk



CITY OF
TOPEKA

TOPEKA PLANNING COMMISSION

Monday, June 17, 2019

6:00PM – Municipal Building, 214 SE 8th Street, 2nd floor Council Chambers

CASE MINUTES

Members present: Brian Armstrong (Acting Chair), Corey Dehn, Carole Jordan, Wiley Kannarr, Corliss Lawson, Ariane Messina, , Matt Werner (7)

Members Absent: Katrina Ringler, Marc Fried (2)

Staff Present: Bill Fiander, Planning & Development Director; Mike Hall, Current Planning Manager; Dan Warner, Comprehensive Planning Manager; Annie Driver, Planner; John Neunuebel, Planner; Kris Wagers, Administrative Officer; Mary Feighny, Deputy City Attorney

Public Hearing of CU19/07 by City of Topeka, requesting a Conditional Use Permit for a water booster pump station on property zoned R-1 Single Family Dwelling District located at 2907 NW Topeka Blvd.

John Neunuebel presented the staff report and staff recommendation for approval subject to the condition listed in the staff report.

With no questions from commissioners, Mr. Kannarr invited the applicant to speak.

Angela Sharp with Bartlett & West came forward representing the applicant. Ms. Sharp stated that the pump station will provide a greater level of water service reliability and redundancy for the North Topeka service area, and no detrimental impacts have been identified for adjacent properties. She added that the proposed building will be more attractive than the existing building and will be more in keeping with the residential setting.

Mr. Werner noted that one person had expressed concern in an email about traffic on N Topeka Blvd. and he asked Ms. Sharp how much traffic would be generated by the pump station. Ms. Sharp said that staff will be able to monitor the station remotely so they anticipate two truck trips per week for regular maintenance; much less traffic than a single family residence would generate.

Acting Chair Wiley Kannarr **opened the floor for public comment.**

Greg DeBacker of 2907 NW Topeka Blvd came forward to speak. He provided 3 separate handouts to the commissioners. Mr. DeBacker expressed concern about the amount of traffic on N Topeka Blvd. while noting that the pump station itself does not warrant the widening of the road. He expressed concern about the property not being mowed, about a fence being put around the facility, and about drainage on the property, asking that the CUP be approved conditional to work being done on the drainage. He also stated that the property had been through eminent domain; he doesn't really want the pump station in his front yard and he's not happy that the City intends to use his driveway as an entrance to the new building.

With nobody else coming forward to speak, Ms. Sharp returned to the podium to speak to Mr. DeBacker's concerns. Ms. Sharp stated that a fence is not planned for the perimeter of the property; there is a tree line on two sides of the property. There is a gate to the entry of the pump station to keep cars from pulling into the booster pump station parking area and parking there. Ms. Sharp explained that the access road to the

DRAFT

old pump station was off Topeka Blvd. and is in too close to proximity for city standards to put a secondary access due to the existing residential driveway. There's also a grade differential between Topeka Blvd. and the new site that factors in to the City's choice. As part of the agreement between the City and Mr. DeBacker, there will be a commercial standard concrete drive constructed to replace what is currently a more narrow asphalt driveway. Ms. Sharp also stated that the project will include excavating and re-grading the ditch line and installing a 24" culvert pipe to allow drainage from the north to flow south to Soldier Creek. She stated that impervious area will only be increased by about 4,000sf; design criteria allows an increase of up to 10,000sf without having any stormwater treatment. She stated that Braxton Copley and Paul Bodner were both present to answer any technical questions.

Mr. Dehn asked if this project will be putting any stormwater onto Mr. DeBacker's property and Ms. Sharp answered no, it will all flow south to Soldier Creek.

With nobody else coming forward to speak, Mr. Kannarr declared the **public comment period closed**.

Mr. Kannarr stated that he is satisfied with staff's evaluation. **Motion** by Ms. Lawson to recommend approval to the Governing Body, subject to the condition of approval in the staff report; **second** by Mr. Werner.

Discussion: Mr. Dehn stated that he appreciates Mr. DeBacker's comment regarding traffic on Topeka Blvd, however, this project does not increase traffic in any significant way. Mr. Kannarr stated that he doesn't believe the pump station will affect any traffic flow issue there may be.

Upon roll call vote, **APPROVAL** (6-0-1 with Mr. Armstrong abstaining)

**STAFF REPORT – ZONING CASE
TOPEKA PLANNING DEPARTMENT**

PLANNING COMMISSION DATE: June 17, 2019

**APPLICATION CASE NUMBER /
NAME:**

CU19/07 By: City of Topeka Utilities Department

**REQUESTED ACTION / CURRENT
ZONING:**

A Conditional Use Permit (CUP) for “Public Utility Facility, Type II” (water pump station) on property zoned “R-1” Single-Family Dwelling District

PROPERTY OWNER:

City of Topeka

APPLICANT/ Property Owner:

City of Topeka

APPLICANT REPRESENTATIVE:

Ms. Angela Sharp, PE, Bartlett & West

PROPERTY LOCATION / PARCEL ID:

2907 NW Topeka Blvd. / Parcel No. 1041702002019000

PHOTOS:



Facing west toward subject property located immediately west of NW Topeka Blvd.



Facing northwest from southeast corner of subject property with structure for previously-operating pump station on right partially concealed by vegetation.



Facing west along south property line with existing driveway and house on adjacent property just visible behind trees.

PARCEL SIZE: 0.44 acre (19,217 sq.ft.)

CASE PLANNER: J. Neunuebel, Planner

RECOMMENDATION: Based upon the findings and analysis in the staff report, Planning staff recommend **APPROVAL** subject to the conditions on Page 8.

RECOMMENDED MOTION: Based on the findings and analysis in the staff report I move to recommend **APPROVAL** to the Governing Body of the Conditional Use Permit CU19/07, subject to conditions in the staff report.

PROJECT AND SITE INFORMATION

PROPOSED USE / SUMMARY:

The City of Topeka Utilities Department is proposing to construct a water pump station. The visible elements of the pump station will include a 993 square foot building (approximate height of 21' at peak of roofline); with access to the site provided by an improved driveway a minimum of 16 feet in width (partially utilizing an existing driveway providing access to an adjacent residence); a 5-foot high steel entry gate to be placed at the south property line; a telemetry antenna 60 feet in height (as utilized at other similar City facilities); along with new landscaping in addition to mature trees and shrubs currently on the site.

DEVELOPMENT / CASE HISTORY:

The subject property includes an existing pump station that has been out-of-service for many years located within an existing cement structure approximately 15 feet in height, and it will be removed as part of the proposed project. The property was recently acquired by the City through eminent domain authority and action from the previous property owner, who owns the adjacent parcel, with the property having been acquired by the previous owner in June 2000 from Soldier Township who had operated the pump station no longer in service.

The property has remained zoned for single-family residential use since 1969 when it was annexed into the City.

ZONING AND CHARACTER OF SURROUNDING PROPERTIES:

The property is located on the west side of NW Topeka Blvd., approximately 300' north of Soldier Creek. The surrounding area to the south, west, and east is within R-1 residential zoning district, while the area to the east is within a PUD district with land use groups of M-2 multiple family residential and C-4 commercial pursuant to the "Soldier Creek PUD Master Plan."

Adjacent land uses to the subject site are as follows:

Adjacent and north: R-1 district with a single-family residence located approximately 31 feet north of the subject site boundary and approximately 90 feet from the proposed location of the new pump station itself, with single-family residences on large lots beyond.

Adjacent and west: R-1 district with a single-family residence located approximately 35 feet west of the subject site boundary and approximately 130 feet from the proposed location of the new pump station itself, with single-family residences on large lots beyond.

Adjacent and east: PUD including commercial uses such as "BP" auto fueling station and "El Torito" Mexican foods market and restaurant. The Woodland Park Apartments are located adjacent to

NW Walnut Grove Rd. beginning at a point approximately 320 feet from the subject site and extending eastward.

Adjacent and south: R-1 district with vacant property adjacent to Soldier Creek, with various commercial uses along NW Topeka Blvd. located south of the creek.

COMPLIANCE WITH DEVELOPMENT STANDARDS AND GUIDELINES

BUILDING HEIGHT & SETBACKS:

Maximum building height in the R-1 zoning district is 42 feet (defined in the Zoning Code as the average height of the gable), and the proposed pump station building has a height of 13.5 feet.

Required minimum building setbacks within the R-1 zoning district are 30' front (NW Topeka Blvd. side); 7' side; and 30' rear. The proposed placement of the building includes building setbacks from property lines that exceed these required minimum standards as follows: 52' front; 38' side; 78' side; and 35' rear.

TELEMETRY ANTENNA HEIGHT & SEBACKS:

The proposed pump station includes a telemetry antenna 60' in height that will be utilized in transmission of data required in remotely controlling and monitoring pump station performance. Pursuant to TMC 18.230.050 (6) such an antenna shall not exceed 62 feet in height and shall be a minimum distance of 80 percent of the structure's height from the public right-of-way and adjacent properties. With the required minimum setback for the 60-foot antenna being 48', the proposed setbacks for the antenna exceed this minimum as follows: 60' front; 64' side; 73' side; and 65' rear.

PARKING AND ACCESS:

Access to the pump station site will be from an extension of the existing driveway currently serving an adjacent residence to the west. The portion of access driveway within the public right-of-way (NW Topeka Blvd.) shall be fully improved to City of Topeka standards including the use of concrete, while the driveway segment outside the public right-of-way onto the pump station site will be widened (16' minimum width) and improved including the use of asphalt.

The Topeka Zoning Ordinance does not include a parking standard (quantity) specifically for a water pump station. The proposed parking of 1 stall is deemed sufficient for personnel and vehicular access anticipated to occur once per week for routine maintenance of the facility.

LANDSCAPING AND SCREENING:

The CUP landscape plan demonstrates compliance with TMC 18.235 Landscape Regulations including screening requirements. Based on the area proposed for development, 41.5 value points are required. Staff considers landscaping and screening to be sufficient.

SIGNAGE:

The CUP site plan includes a note stating that signage shall be limited to a building mounted wall sign identifying the purpose of the facility.

LIGHTING & SOUND GENERATION:

The CUP site plan includes a note stating that the intensity of any exterior lighting shall be no more than three foot-candles as measured at the property line, and the source of illumination shall not be visible from public right-of-way or adjacent properties.

The CUP site plan also includes a note stating that the ongoing operation of the pump station will generate no sound greater than 55 decibels measured at the property line and this limit shall NOT apply to vehicles for occasional facility and grounds maintenance, use of an emergency generator, temporary station malfunction, or other temporary sources of noise.

DESIGN STANDARDS:

The Nonresidential Design Standards as recently adopted by the City have been determined to not be applicable inasmuch as the subject project application has been in process for a period of time and prior to the City's adoption of said standards. (Note: The proposed building utilizes a pitched roof and asphalt shingles commensurate with the residential nature of adjacent development, and the CUP site plan includes a note stating that exterior colors shall consist of earth tones.)

TMC 18.215.030 – GUIDELINES FOR CUP EVALUATION:

The guidelines relate to development density, height and floor area relative to surrounding structures, setbacks of surrounding structures, building coverage, functionality and safety of parking and circulation, stormwater management, building design, traffic and other operational characteristics, the Comprehensive Plan, and other applicable regulations.

Adherence to guidelines:

- The pump station will generate less traffic (fewer trips) than surrounding land use (SFD residential).
- The building is smaller and development is less dense than the existing development on surrounding lots.
- The building and parking meet required setbacks, and the proposed building incorporates design features such a pitched roof and earth tone colors for compatibility with adjacent residential development.
- Public facilities such as water pump stations are necessary and not unusual in residential districts.

PUBLIC FACILITES**TRANSPORTATION:**

The subject property is located on a segment of NW Topeka Boulevard that is designated as a minor arterial. There are no sidewalks along NW Topeka Blvd within the immediate or general

area and it has been determined that the construction of sidewalks are not required as part of the project since a water pump station will not result in generating an increase in pedestrian trips, and any connecting sidewalk will not be built until Topeka Boulevard is widened or reconstructed.

OTHER FACTORS

SUBDIVISION PLAT:

The subject property is not currently platted but is a legal lot of record. Pursuant to TMC 18.245.060(f)(3) it has been determined that a plat is not required in that waiver of the plat requirement will not adversely affect the subject property or nearby properties.

FLOOD HAZARDS, STREAM BUFFERS:

None

(Note: Subject area protected from flood hazards by the levee adjacent to Soldier Creek.)

UTILITIES:

The property is served by a full range of utilities and services.

TRANSPORTATION/TRAFFIC:

The proposed Conditional Use Permit for the subject public facility will have no discernable impact upon transportation/traffic within the area. Possible improvements to NW Topeka Blvd. roadway shoulder to be assessed during design phase of access driveway expansion and improvement within the public right-of-way.

HISTORIC PROPERTIES:

None

NEIGHBORHOOD INFORMATION MEETING:

The applicant conducted a Neighborhood Information Meeting on May 23, 2019. In addition to city staff and applicant's engineer, there was an adjacent property owner in attendance at the meeting who asked specific questions on the project such as type of building to be constructed and planned improvements to the jointly used driveway access. (Applicant's meeting summary attached.)

REVIEW COMMENTS BY CITY DEPARTMENTS AND EXTERNAL AGENCIES

PUBLIC WORKS/ENGINEERING:

No issues identified.

PUBLIC WORKS/ TRAFFIC ENGINEERING:

The need for possible shoulder improvements to NW Topeka Blvd. to be assessed during design phase related to the expansion and improvement of the project access driveway within the public right-of-way.

WATER POLLUTION CONTROL:

No issues identified.

FIRE:

No issues identified.

**DEVELOPMENT SERVICES
/ PERMITTING DIVISION:**

No issues identified. Construction plans will be required for issuance of a building permit.

**SHAWNEE COUNTY PARKS AND
RECREATION DISTRICT:**

No issues identified.

KEY DATES

APPLICATION SUBMITTAL: April 19, 2019

NEIGHBORHOOD INFORMATION MEETING: May 23, 2019

LEGAL NOTICE PUBLICATION: May 27, 2019

ADJOINING PROPERTY OWNER NOTICES MAILED: May 23, 2019

STAFF ANALYSIS

EVALUATION CRITERIA: In considering an application for a Conditional Use Permit, the Planning Commission and Governing Body make findings and conclusions with respect to the following pursuant to Topeka Municipal Code Section 18.245.020 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. In addition, all Conditional Use Permit applications are evaluated in accordance with the standards established in the Section 18.215.030 as related to land use compatibility, site development, operating characteristics, and consistency with the Comprehensive Plan.

1. **The conformance of the proposed use to the Comprehensive Plan and other adopted planning policies:** The subject property lies within an area designated “*Urban/Suburban Low Density Residential*” by the Topeka Land Use and Growth Management Plan – 2040. This category is generally characterized with “*a cohesive display of single- or two-family development up to a maximum of six dwelling units per acre. (pg. 43).*” The Land Use and Growth Management Plan does not include specific guidelines for the placement of water pump stations within residential areas although the Plan recognizes the need for public facilities, including water pump stations, in predominantly residential areas to sustain existing residential development and support new residential development. So, too, approval of the Conditional Use Permit will not alter the underlying residential zoning designation for the property pursuant to the Comprehensive Plan’s Future Land Use Map.
2. **The character of the neighborhood including but not limited to: land use, zoning, density, architectural style, building materials, height, structural mass, siting, open space and floor-to area ratio:** The proposed building utilizes a pitched roof and asphalt shingles commensurate with the residential nature of adjacent development, and the CUP site plan includes enhanced landscaping and a requirement that exterior colors shall consist of earth tones further ensuring compatibility with existing development. Moreover, the proposed new pump station replaces a previously operating pump station within a cement structure having an outward appearance that is not compatible with adjacent residences.
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 installation and operation of a pump station is not unusual in a residential or commercial district and will be harmonious with the existing residential and commercial (PUD) zoning and land uses.

4. **The suitability of the property for the uses to which it has been restricted under the applicable zoning district regulations:** Without the proposed pump station the subject property remains suitable as restricted under its current “R-1” Single-Family Dwelling District zoning, and being a legal lot of record a single-family residence could be constructed on the property which may be problematic inasmuch as a new driveway access would need be provided onto the NW Topeka Blvd. public right-of-way in the existing t-intersection at NW Topeka Blvd. and NW Walnut Grove Rd.
5. **The length of time the property has remained vacant as zoned:** The subject property is vacant except for an existing pump station that has been out of service for many years.
6. **The extent to which the approval of the application would detrimentally affect nearby properties:** The water pump station will generate far fewer vehicle trips than a single-family residence, which is allowed in this R-1 zoning district. With the proposed design of the building and enhanced landscaping, the pump station will not detrimentally affect nearby properties. Nearby properties are further protected by the site plan being notated in regard to requirements preventing adverse noise or lighting impacts.
7. **The extent to which the proposed use would substantially harm the value of nearby properties:** Based on the low intensity of the proposed use, the residential character of the building design, as well as replacement of the existing industrial-type pump station structure, the proposed pump station will not harm the value of nearby properties.
8. **The extent to which the proposed use would adversely affect the capacity or safety of the portion of the road network influenced by the use, or present parking problems in the vicinity of the property:** The proposed use will generate very few additional vehicles trips as will only be required for routine maintenance of the facility, and will have no discernable impact on the road network. The proposed project also will provide for substantial improvements to an existing driveway both within and outside of the public right-of-way.
9. **The extent to which the proposed use would create excessive air pollution, water pollution, noise pollution or other environmental harm:** The proposed pump station has a minimal impact. It does not generate air or water pollution, and the noise it generates will be minimal. The increase in impervious surface is less than 10,000 square feet and, therefore, there is no concern about stormwater drainage with respect to volume or quality.
10. **The economic impact of the proposed use on the community:** Water pump stations are essential to a community and therefore have a positive economic impact on the broad community and City at-large. Pump stations serve an important function for the general public as do other forms of public infrastructure (roads, sewer, water, electric, gas) and are vital to a community’s growth and development.
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:** There is no apparent gain to the public health, safety and welfare by denial of the application since approval of the application will help to ensure the effective delivery of city water to users and is necessary in maintaining public health, safety, and welfare of the community.

STAFF RECOMMENDATION:

RECOMMENDATION: Based upon the above findings and analysis, Planning staff recommend **APPROVAL** subject to the project condition stated below as shall be completed prior to consideration by the Governing Body:

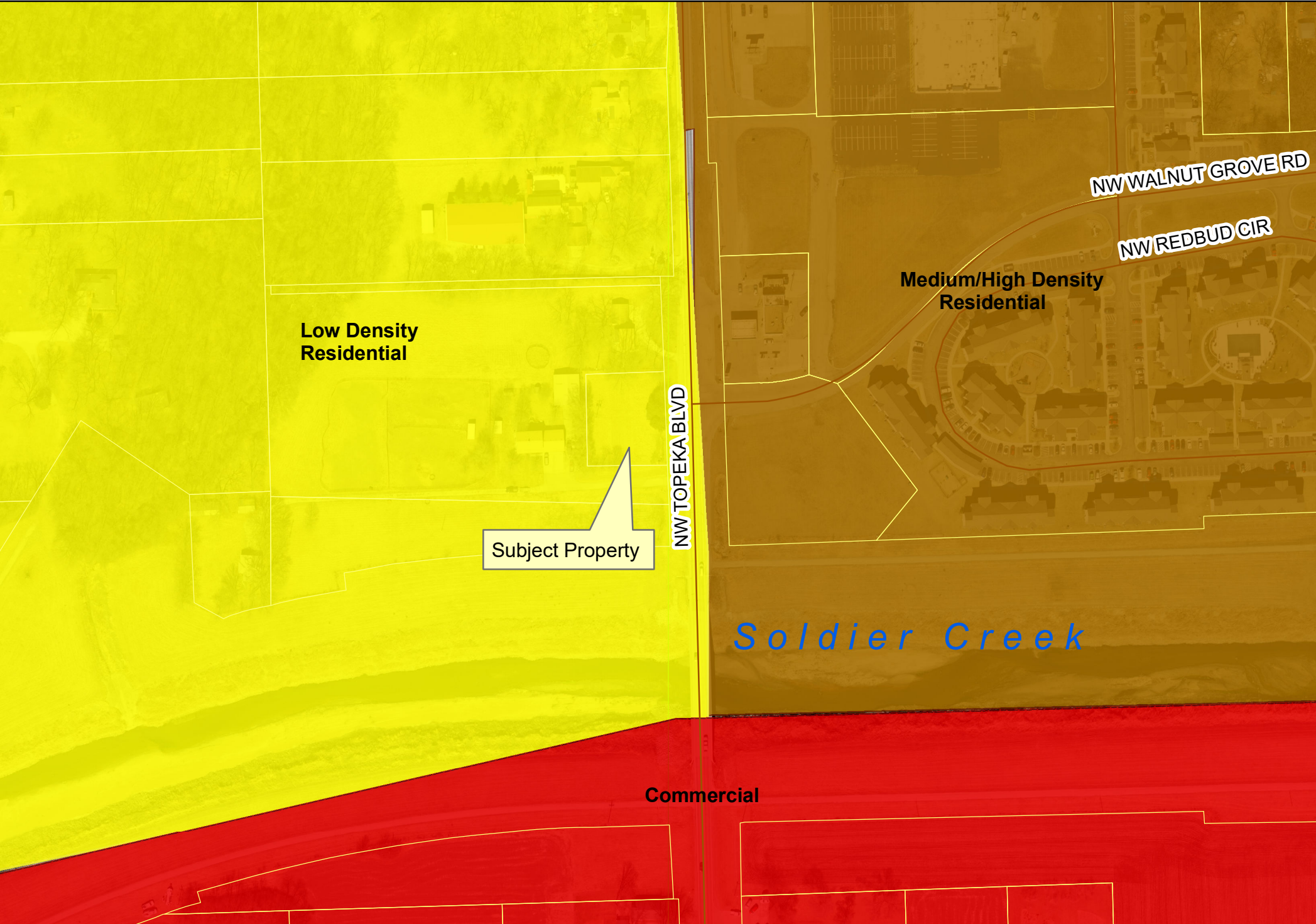
1. Add complete Case Number to site plan all sheets – “Case CU19/07.”

RECOMMENDED MOTION: Based on the findings and analysis in the staff report I move to recommend **APPROVAL** to the Governing Body of the Conditional Use Permit CU19/07, subject to the condition of approval in the staff report.

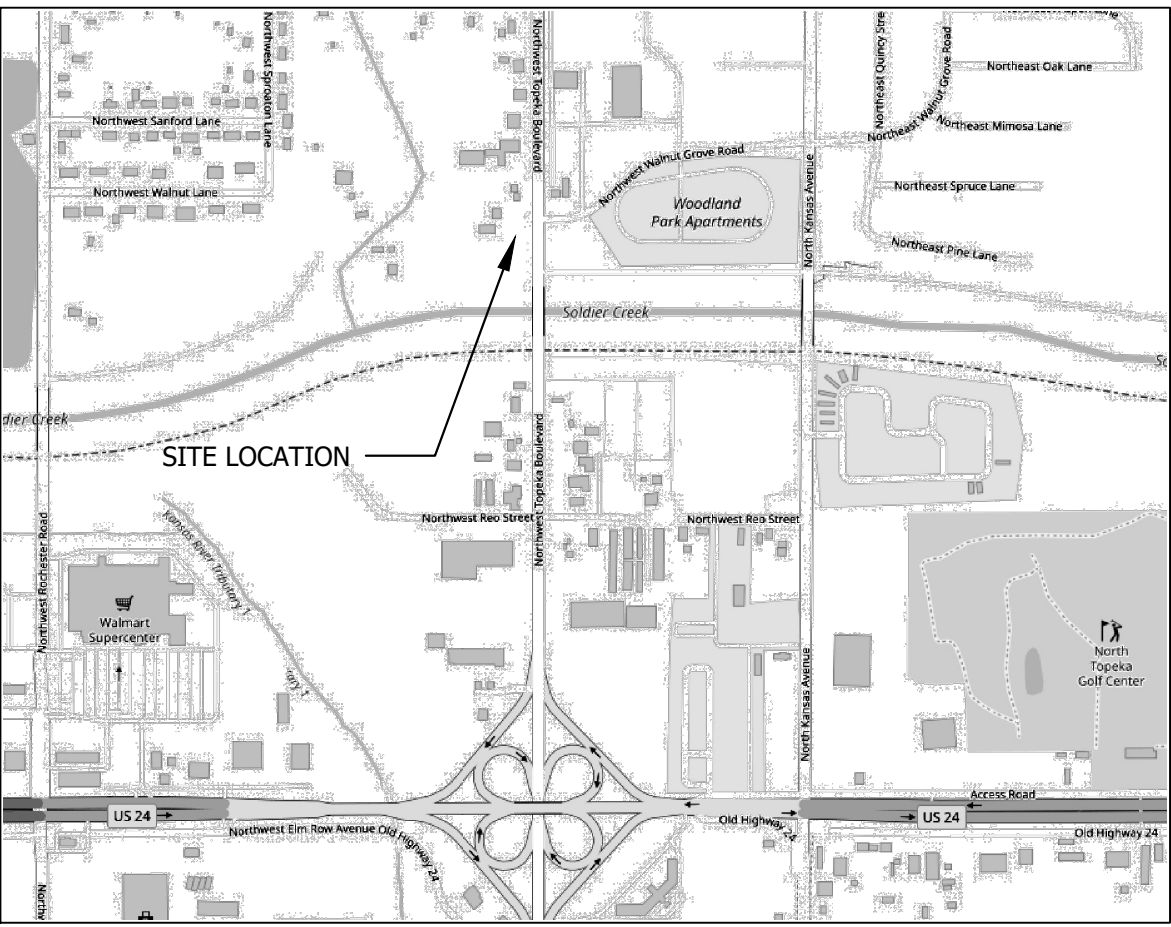
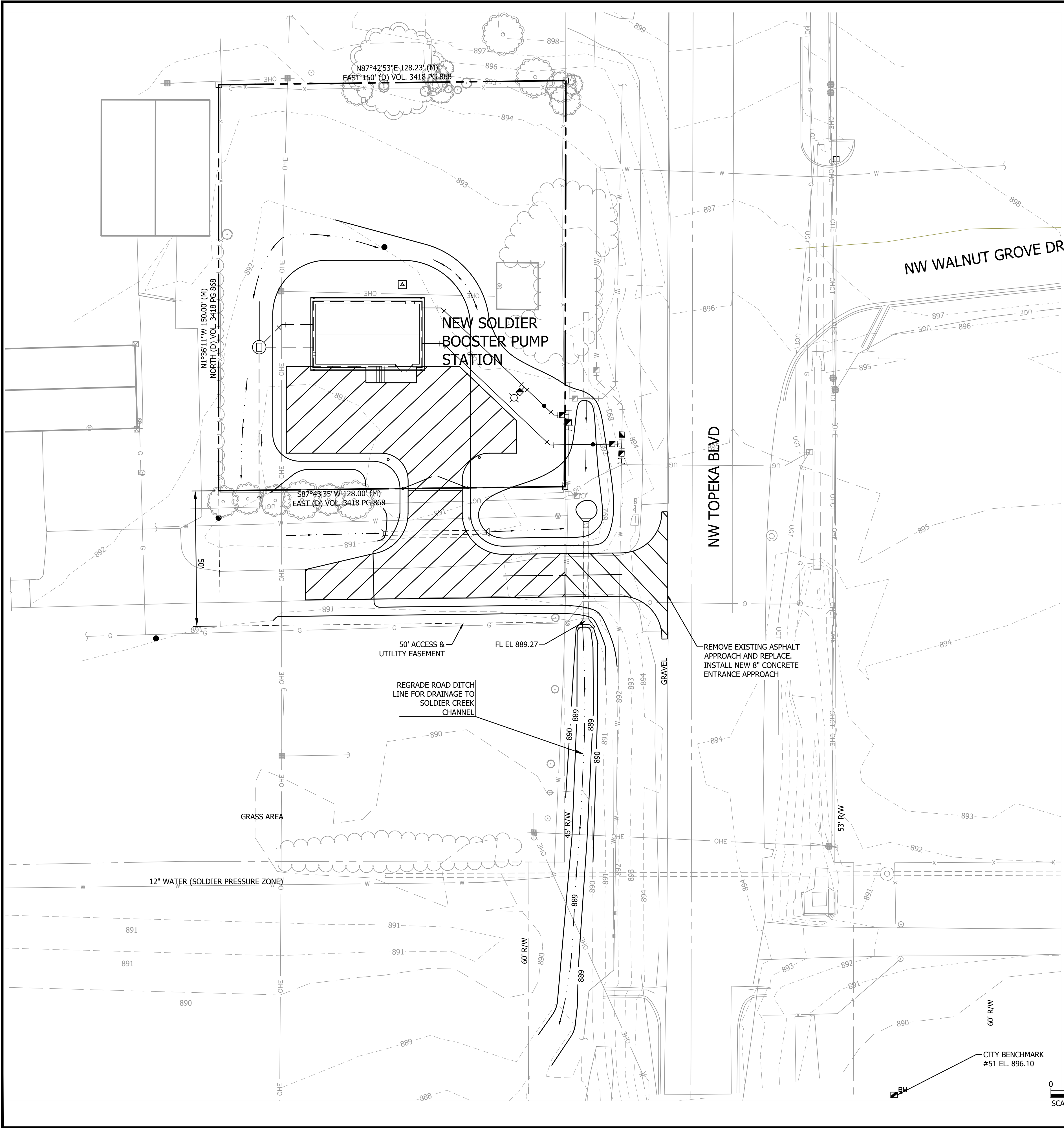
Attachments:

- Aerial Map
- Zoning Map
- Future Land Use Map (LUGMP 2040)
- CUP site plans
- Neighborhood Information Meeting Summary & Sign-In
- Public Comments including those from adjacent property owner.





Drawing Name: W:\Proj\19000\19395\19395.000\AutoCad\Plan Set\19395.000zLayout.dwg Layout Name: 1 OF 3 overall site plan CLIP 1 Plotted By: RCP00722 Plotted on: 6/26/2019 9:25:56 AM
Last edit on: 6/26/2019 9:27 AM by: RCP00722



GENERAL NOTES

- Existing Zoning: R1 - Residential
No changes in zoning are proposed.
- Property Description:
Beginning at a point 152 feet South and 25 feet West of the Northeast Corner of the South Half of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 17, Township 11 South, Range 16 East of the 6th P.M., in Shawnee County, Kansas; thence South parallel to the East line of the side Southwest Quarter of the Northwest Quarter of the Northwest Quarter, a distance of 150 feet; thence West at right angles to the preceding line a distance of 150 feet; thence North parallel to the East line of the said Southeast Quarter of the Northwest Quarter of the Northwest Quarter described above, a distance of 150 feet; thence East 150 feet to the place of beginning.
- Parcel Size: 0.44 acres (19,217 sf)
- Owner:
City of Topeka
215 SE 7th Street
Topeka, Kansas 66603
- Civil Engineer & Plan Preparer
Bartlett & West, Inc.
1200 SW Executive Dr.
Topeka, KS 66451
- Current Use:
Vacant residential lot.

Proposed Use:
Public Utility Facility (Water Booster Pump Station)
City of Topeka - Soldier Booster Pump Station
- Personnel and vehicular access is limited to periodic maintenance and operations visits that may occur once per week.
- Boundary information taken from survey performed by Bartlett & West, June of 2017.
- Proposed site paving to be asphalt. Driveway approach paving shall be concrete in accordance with City of Topeka standards and specifications.
- Parking Information:
Required Parking = 1 Stall
Proposed Parking Provided = 1 Stall
- Owner to submit location and type of signage to City of Topeka for their approval before receiving a building permit. Signs to be permitted as allowed in sign code for public facilities and public buildings, however, the sign shall not be illuminated and the area of the sign shall not exceed 12 square feet.
- The owner will coordinate the use of a Knox Box, Key or Code with the Fire Department so that they may have access all times.
- Signage shall be limited to a building mounted wall sign identifying the purpose of the facility.
- Any fencing proposed for the site shall require a fence permit from the City of Topeka.
- The exterior color scheme of the building shall consist of earth tones to blend with the surroundings.
- The intensity of any parking lot lighting shall be no more than three foot-candles as measured at the property line. The source of illumination shall not be visible from public rights-of-way or adjacent residential properties.
- Ongoing operation of the pump station will generate no sound greater than 55 decibels measured at the property line. The sound limit on ongoing operation does not apply to vehicles for occasional facility and grounds maintenance, use of an emergency generator, temporary station malfunction, or other temporary sources of noise.
- Maximum height of telemetry antennae is 62 feet.

LANDSCAPE REQUIREMENTS

- Square footage of developed area: 19,235 sf
Points required = 64 points
- Parking points = 1.5 per parking stall
1 stalls x 1.5 = 2 points
- Total points required = 66
- Existing tree credits claimed = 100
- Existing irrigation credits claimed = 0
- Residential buffer required? No

POINTS PROVIDED

Evergreen Trees: 1 x 8 pts/tree = 8
TOTAL POINTS PROVIDED = 108

PLANT_SCHEDULE

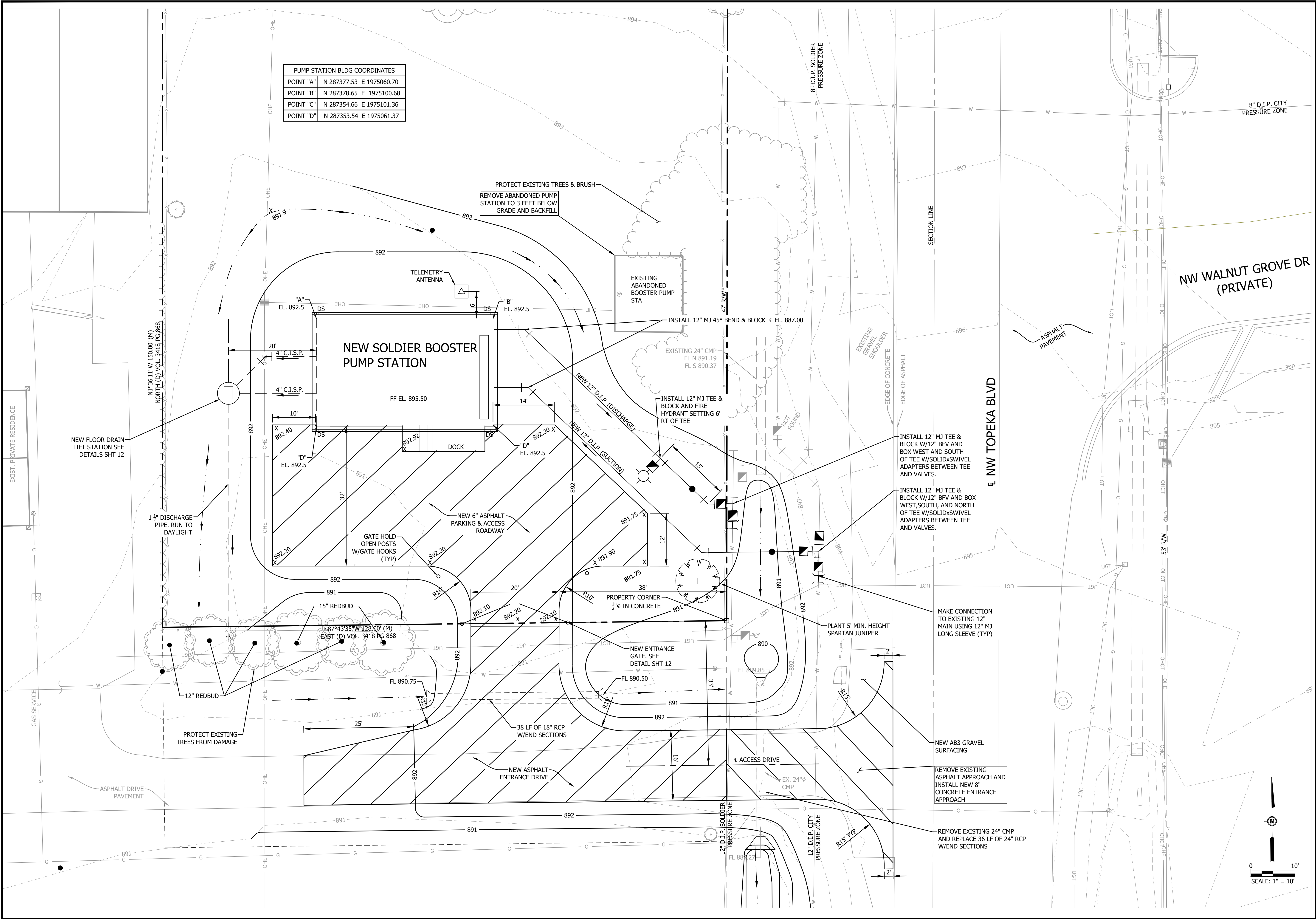
TREES	BOTANICAL NAME / COMMON NAME	CONT	SIZE	QTY	POINTS
JUN SP2	Juniperus chinensis 'Spartan' / Spartan Juniper	B & B	5' Min.	1	8

GENERAL LAYOUT
CUP SITE PLAN

WATER SYSTEM IMPROVEMENTS
SOLDIER BOOSTER PUMP STATION
TOPEKA, KS

DESIGNED BY:	-
DRAWN BY:	-
APPROVED BY:	ACS
DESIGN PROJ:	19395.000
CONST PROJ:	-
SCALE:	AS NOTED
DATE:	MARCH 2019
DRAWING NO:	Case
SHEET NO:	CU19/07

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PUMP STATION BLDG COORDINATES		
POINT "A"	N 287377.53	E 1975060.70
POINT "B"	N 287378.65	E 1975100.68
POINT "C"	N 287354.66	E 1975101.36
POINT "D"	N 287353.54	E 1975061.37

LAYOUT PLAN
CUP SITE PLAN

DESIGNED BY: -
DRAWN BY: -
APPROVED BY: ACS
DESIGN PROJ: 19395.000
CONST PROJ: -
SCALE: AS NOTED
DATE: MARCH 2019
DRAWING NO: Case
SHEET NO: CU 19/07

1200 SW EXECUTIVE DRIVE
TOPEKA, KS 66615
888.200.6464
www.bartlettwest.com

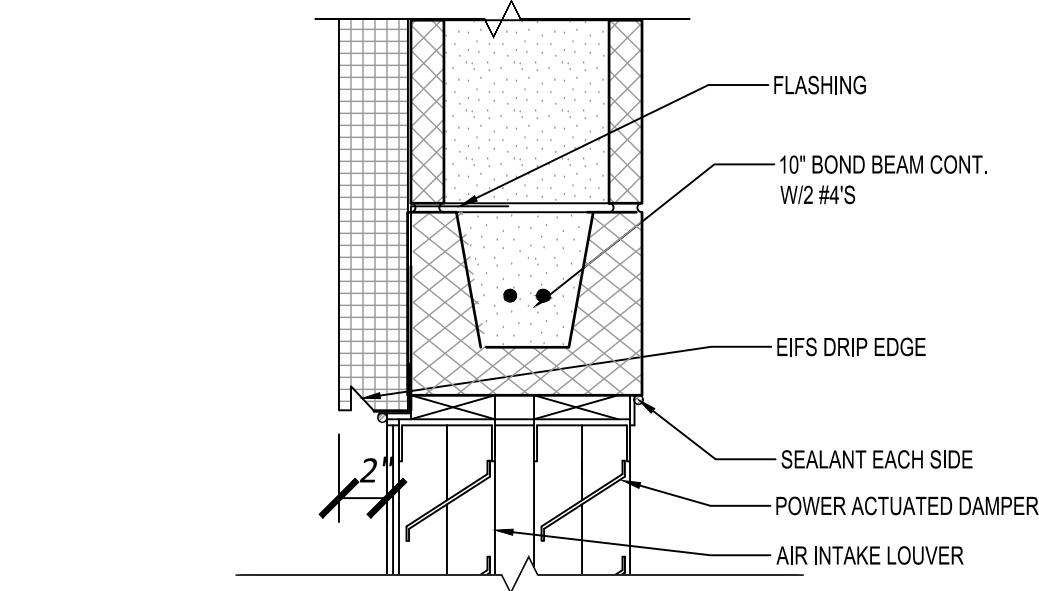
Bartlett & West

WATER SYSTEM IMPROVEMENTS
SOLDIER BOOSTER PUMP STATION
TOPEKA, KS

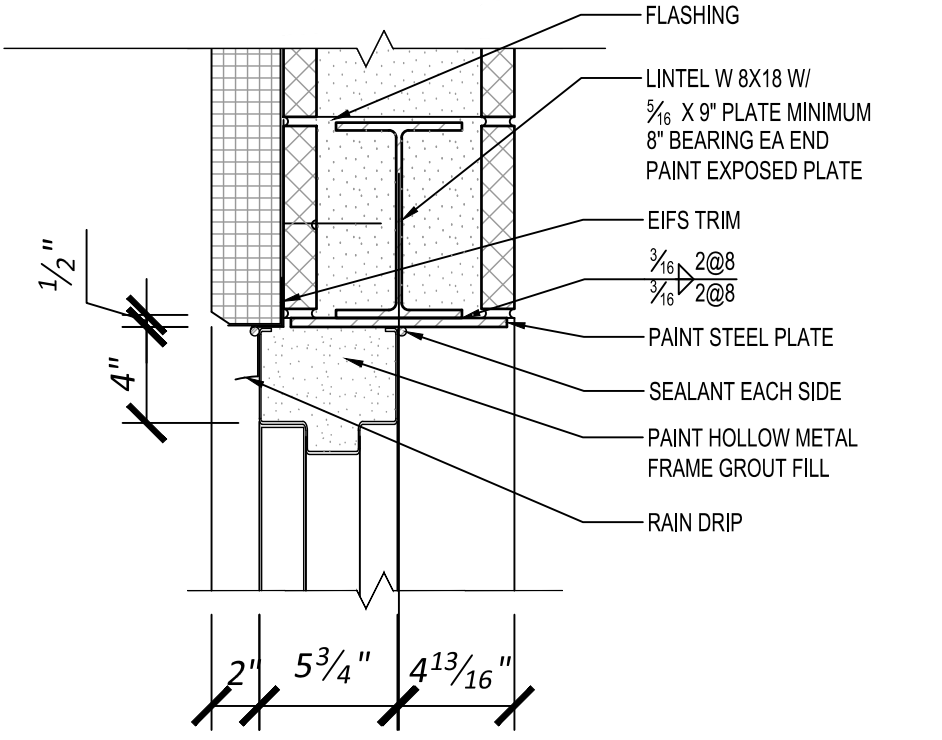
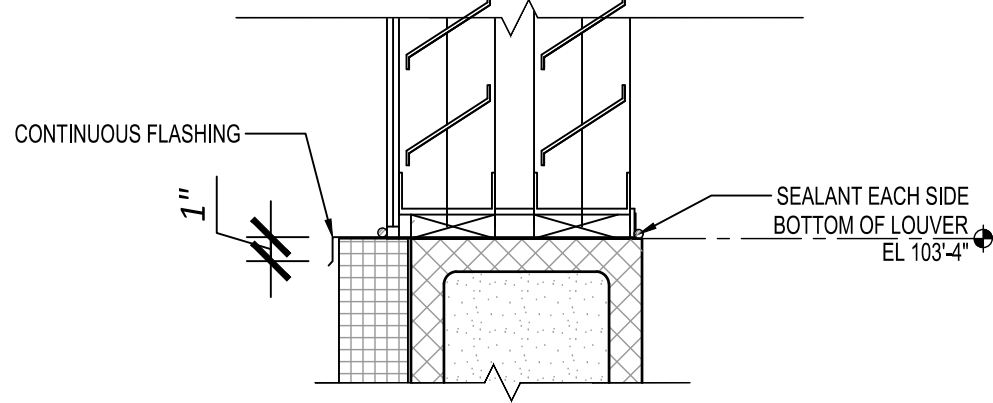
BY: -
DATE: -
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DESCRIPTION: -

2 of 3

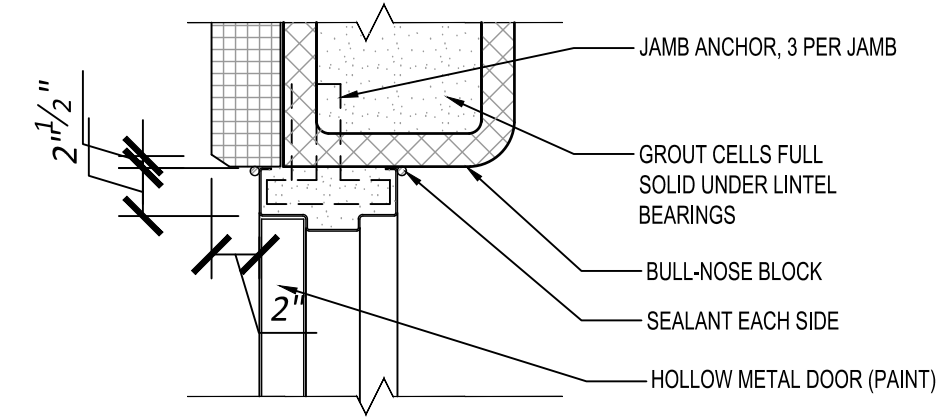
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 Last edit on: 6/26/2019 9:28 AM by: RCP0722



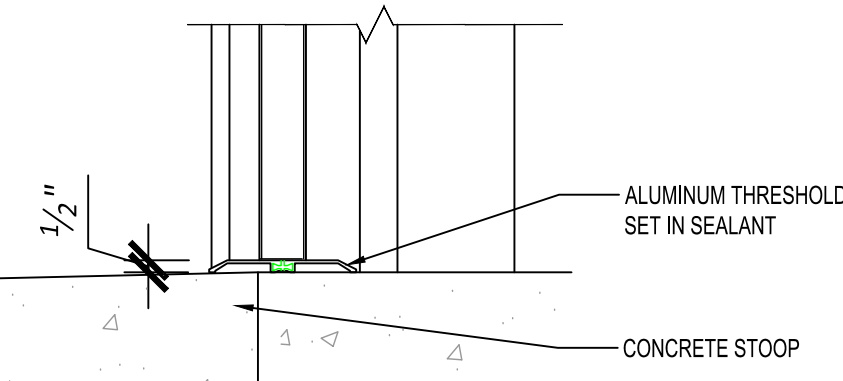
B2 SECTION @ LOUVER
 SCALE: 1 1/2" = 1'-0"



3 HEAD
 SCALE: 1 1/2" = 1'-0"

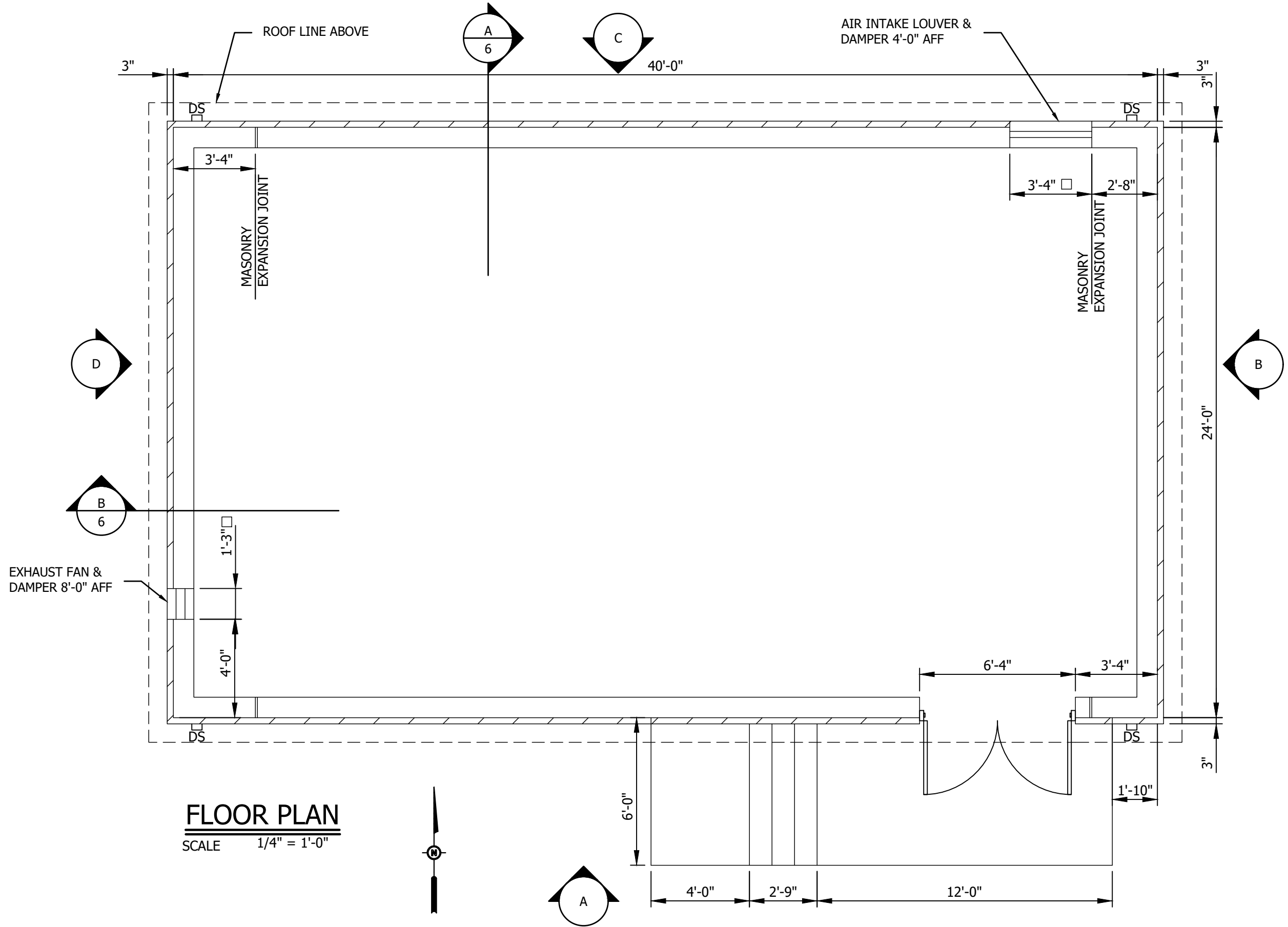
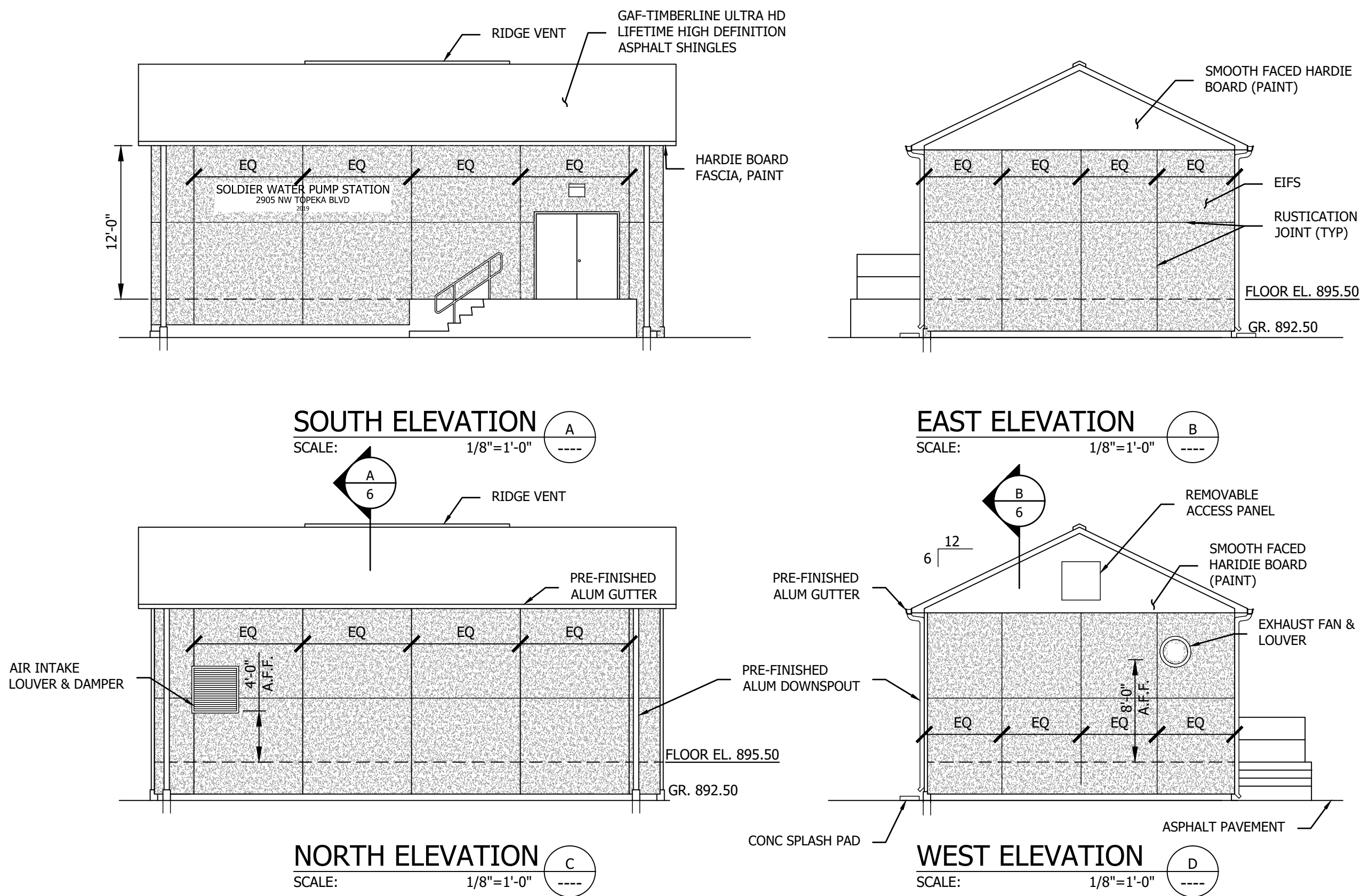


2 JAMB
 SCALE: 1 1/2" = 1'-0"



1 SILL
 SCALE: 1 1/2" = 1'-0"

B3 DOOR FRAME DETAILS
 SCALE: 1 1/2" = 1'-0"



ARCHITECTURAL PLAN AND DETAILS
 CUP SITE PLAN

Bartlett & West

WATER SYSTEM IMPROVEMENTS
 SOLDIER BOOSTER PUMP STATION
 TOPEKA, KS

DESIGNED BY:	-
DRAWN BY:	-
APPROVED BY:	ACS
DESIGN PROJ:	19395.000
CONST PROJ:	-
SCALE:	AS NOTED
DATE:	MARCH 2019
DRAWING NO:	Case
SHEET NO:	CU19/07



MEMORANDUM

Date: May 23, 2019

To: John Neunuebel, Case Planner, Topeka Planning Department

From: Angela Sharp, Bartlett & West

Re: Neighborhood Information Meeting: Soldier Booster Pump Station CUP, CUP19/07
Location and Time: Northland Christian Church, 3102 NW Topeka Blvd.; Thursday,
May 23, 2019 at 6:00 PM

Those in attendance are as indicated on the attached attendance sheet. The meeting began at 6:00 PM with introductions from all in attendance. John Neunuebel, Topeka Planning Department provided an overview of the zoning process including indicating that the Planning Commission hearing for the case is scheduled for June 17 at 6:00 PM in the City Council chambers with the final action meeting taking place by the City Council which normally occurs at their third meeting in July. John indicated that the zoning case is necessary because the proposed booster station lies on property within a residential zoning district and the zoning code requires public utility facilities in residential districts to be permitted with a conditional use permit. John then answered general questions. Braxton Copley added that the Planning Commission hearing is the only opportunity for public comments to be provided on the case since there is not a public hearing at the City Council level. The Council meeting is for Council discussion and action only. Angela Sharp provided history of the subject property in that the City of Topeka constructed a water booster pump station in the 1940's to provide better water service to the North Topeka service area. It was then determined that the station was no longer needed, so it was decommissioned and the property sold to Mr. DeBacker in 2000. Due to the age of another booster station in the service area, it was determined by the City that a new booster station is needed. After analysis the original location was determined to be the best due to the proximity of existing water piping and other criteria. Mr. DeBacker asked where the station pumps to and Paul Bodner indicated that it pumps to the water tower located on N. 46th Street. There was discussion about the demolition of the existing concrete structure on site being a part of the project, that the majority of the trees on site are to remain and that the existing fence along Topeka Blvd. will be removed to facilitate water piping construction. Mr. DeBacker indicated he was pleased to hear that the existing access onto Topeka Blvd. will be replaced with a wider concrete approach as is City of Topeka standard and the drive into the station will be asphalt. There will be a telemetry tower adjacent to the building with a maximum height of 62 feet, which is in keeping with the allowable height from a zoning code perspective. There was discussion about concerns Mr. DeBacker has about the volume of traffic on Topeka Blvd. and the comparative volumes of other thoroughfares that have been widened and improved throughout the community in the past few years. It was indicated that this is an issue that can be researched further by the Public Works Department, but the project at hand will only generate approximately two vehicles per week

to the intersection. There was general discussion about construction methods and materials. The meeting ended at approximately 6:45.

Neighborhood Information Meeting

Sign-in Sheet

Proposed Conditional Use Permit for Property Located at 2907 NW Topeka Blvd

Date: May 23, 2019, at 6:00 PM

Northland Christian Church - 3102 NW Topeka Blvd

[illegible]

John Neunuebel

From: John Neunuebel
Sent: Wednesday, May 15, 2019 11:04 AM
To: John Neunuebel
Subject: FW: Topeka Blvd. North of Hwy 24

From: Greg DeBacker <debackerg@aol.com>
Sent: Tuesday, May 14, 2019 9:45 PM
To: vtrizuto@topeka.org; jneunuebel@topeka.org; Angela Sharp <angela.sharp@BARTWEST.COM>; curt.niehaus@snco.us
Cc: debackerhvac@aol.com
Subject: Topeka Blvd. North of Hwy 24

The Traffic count is as high or higher north of hwy 24 on Topeka Blvd to Menninger Road than 41st and Wanamaker, 37th and Wanamaker, 29th and Croco, 45h and Croco, all these streets have been improved to 4 lane with a center turn lane.

North Topeka Blvd, "old highway 75" had the easements for a 4 lane highway secured back in the 1950's, but was never widened due to the fact the new 75 bypass was being built.

Rochester road has heavy traffic also due to Dillons and Walmart. The bridge over soldier Creek on Rochester had a sidewalk built into it.
The Bridge on Topeka Blvd. over Soldier Creek did not have a sidewalk built into it when it was reconstructed a few years back, and knowing Woodland Park at Soldier Creek apartments was being considered.
There is much foot and bike traffic between the apartments and the shopping areas south of there.

The city is contemplating building a water pump station across from the apartments. There is not a center turn lane for maintenance trucks to turn in.
The water tower the old pump station pumped to was demolished when the old pump station was abandoned.
Why is the city spending money on a pump station on the edge of the city for residences outside the city when the roads in this area are inadequate for current traffic?

The BP Gas station has had numerous rear end collisions in front of it, as drivers descend the hill from the north. A middle turn lane should be required along North Topeka Blvd due to the large volume of traffic.
Pepsi Truck Traffic along with the other Trucking Dock behind Pepsi brings a lot of heavy truck and trailer traffic directly south of Soldier Creek. These trucks impede traffic trying to turn onto narrow roads.

Topeka Blvd should be 4 land with a center turn lane from Highway 24 to at least 3 lanes beyond Menninger Road all the way to Northern Hills Middle School, Which is County.

When the Cloverleaf was rebuilt, it was rebuilt with poor design. The bridge should have been 6 lane to accommodate, Topeka Blvd should have been widened to accommodate the middle turn lane north and south of highway 24.

<https://www.topeka.org/engineering/traffic-engineering/>

https://s3.amazonaws.com/cot-wp-uploads/wp-content/uploads/publicworks/TrafficEngineering/traffic_count_map.pdf

<http://www.ksdot.org/burtransplan/maps/MapCountCities.asp>

<https://www.ksdot.org/Assets/wwwksdotorg/bureaus/burTransPlan/maps/CountMaps/Cities/topeka16.pdf>

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City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 9, 2019

DATE: July 9, 2019
CONTACT PERSON: Jacque Russell, Human Resources Director
DOCUMENT #:
SECOND PARTY/SUBJECT: AFSCME Council 61, **PROJECT #:**
Local 1294--City of
Topeka Water Division
CATEGORY/SUBCATEGORY 007 Contracts and Amendments / 020 Employee Agreements
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a three-year labor agreement between the City of Topeka and the Water Division of AFSCME Council 61, Local 1294.

Voting Requirement: At least six (6) votes of the Governing Body is required.

(Approval of this agreement would provide guidelines for management and employees in the bargaining unit. Term of the agreement is 2018 through 2020.)

VOTING REQUIREMENTS:

At least six (6) votes of the of the Governing Body is required.

POLICY ISSUE:

Pursuant to Topeka Municipal Code Section 2.25.020(a) employee agreements between the City and a recognized employee organization must be approved prior to signature by city manager.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the agreement.

BACKGROUND:

This labor agreement includes the three sections approved by the Governing Body on June 18 by Resolution No. 9123 (Wages, Second Shift, Wage Schedule administration), along with the 26 items that were tentatively agreed upon between the bargaining unit and City management. The full list of items are included on the attached summary chart. These items include increases to (1) shift differential, (2) hazardous

material pay, (3) meal allowance and (4) a new add pay for large meter crew assignments. Additionally, agreement was reached on provisions to (1) increase interim probation hours, (2) implement CDL medical examinations, (3) allow employee election of compensatory time in lieu of overtime pay and (4) limit the number of hours of continuous work in order to limit fatigue and increase safety.

BUDGETARY IMPACT:

2019: Increase of 11.33% over 2018

2020: Increase of 4.65% over 2019

SOURCE OF FUNDING:

Water Utility Fund

ATTACHMENTS:

Description

2018-2020 Water AFSCME Labor Agreement

Summary of Tentatively Agreed changes

Labor Agreement - redlined

Finance Memo

CITY OF TOPEKA

CONTRACT # _____

**AGREEMENT
between**

**CITY OF TOPEKA
WATER DIVISION
and the**

**TOPEKA CITY EMPLOYEES
of**

**COUNCIL 61, LOCAL 1294
KANSAS PUBLIC EMPLOYEES UNION
AFSCME, AFL-CIO**

JANUARY 1, 2018 – DECEMBER 31, 2020



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ARTICLE 1 RECOGNITION AND UNION SECURITY

Section 1. Employees Covered.

This Agreement shall be restricted to the employees within the collective bargaining unit as defined in the State of Kansas Public Employee Relations Board, Case No. UDC 11-1974, as may be amended.

Section 2. Employee Rights.

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

Section 3. Recognition.

The City of Topeka, Kansas, hereinafter referred to as the City, the Employer, or Management, recognizes Local 1294 of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the Union, as the exclusive bargaining agent for all employees listed in the following job classifications within the following sections:

WATER DIVISION

Plant Maintenance, Operations, Technical Services, Meter Services, Water Services, and Administration Sections.

Utility System Worker I (Effective 1-1-17)
Utility System Worker II

Utility System Worker III
Foreperson
Leadperson
Cross Connection / Backflow Inspector I
Cross Connection / Backflow Inspector II
Electrical /Instrumentation Mechanic I
Electrical /Instrumentation Mechanic II
Custodian
Water Division Inventory Specialist
Water Plant Operator
Class III Water Plant Operator
Class IV Water Plant Operator

The Employer agrees to advise Union in advance of the elimination of any of the above classifications or the creation of new classifications within the bargaining unit. The Employer agrees to meet and confer with the Union regarding the terms and conditions of employment of the affected employees prior to taking either of the above listed personnel actions.

The parties agree that the USW I position, effective January 1, 2017, will not be used to remove tasks currently performed by other bargaining unit members. The parties agree to cooperate on the development of the USW I classification and further understand that position descriptions are working documents and subject to change as management sees fit.

Section 4. Check-off.

The Employer agrees to deduct the Union membership initiation fee, assessments, dues, and/or representation fee once each month from the pay of those employees who personally request in writing such deductions be made. The written authorization for the above deduction shall be to the Human Resources Department at least thirty (30) days prior to the day that the deduction is made. The amounts to be deducted shall be certified to the Employer by the official Treasurer or Director of the

Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the official Treasurer or Director of the Union by the end of the succeeding month after such deductions are made by the Human Resources Department.

The above shall not limit the right of any employee who after three hundred sixty-five (365) days from the date of his/her initial authorization to the Human Resources Department directs a written request to the Human Resources Department and the Union President stating that the employee no longer desires deductions for Union membership initiation fee, assessments, monthly and/or representation fees and requesting that his/her name be stricken from the list of employees authorizing deductions from their pay. Deduction cards or cancellation cards shall be provided by the Union and/or the Employer, on request by an employee, and shall be confidential.

The Employer agrees to the deduction of voluntary contributions to the Union's Political Action Committee. Such deductions shall commence within thirty (30) days of the Employer's receipt of a written authorization from the employee and shall cease within thirty (30) days of the Employer's receipt of a written memorandum from the employee canceling such deduction. The Union agrees to reimburse the Employer for administrative costs incurred in the performance of this function.

All authorized deductions shall take priority over Union dues deductions and the Employer shall not be held liable for Union dues deductions in the event there is insufficient salary to cover the amount deducted for Union dues. The Employer shall not be liable for retroactively deducting Union dues at any time. The Employer shall not

be liable for any type of voluntary deductions in the event the employee is on Workers Compensation or any type of leave during which no salary is earned.

Section 5. Orientation of New Employees.

The Employer shall provide a listing of new bargaining unit employees to the Union every three (3) months. The listing shall contain the employee's name and classification.

Section 6. Visits by Union Representatives.

The Employer agrees that accredited representatives of AFSCME, whether local Union Representatives, district council representatives, or international representatives, may be allowed, upon giving notification to Management, the right to visit with the employees during work hours to conduct Union business.

Section 7. Bulletin Boards.

The official Division bulletin boards presently provided for posting notices to employees in each Division and/or section within said Division may be made available to the appropriate Union official for the purpose of posting approved notices of Union meetings, results of elections and Union activities. Such notices shall be signed by a Union officer and a copy of the notice shall be provided to Management at the work location where the notice is to be posted on the board.

Section 8. Distribution of the Memorandum of Agreement.

The Employer will make available to the Union one copy of this agreement for each employee in the appropriate unit within one (1) week after receiving the reproduced copies. Stewards will be authorized to distribute copies of the Memorandum

of Agreement to employees of each appropriate unit in all areas. Employees may request a copy of the Memorandum of Agreement from Management.

The Union agrees to reimburse the Employer one-half (1/2) of the cost of producing copies of the Memorandum of Agreement. Prior to proceeding with the process, the City shall obtain informal bids for producing the new document and shall confer with AFSCME, Local 1294, Water Division regarding the design, color, layout, cost and any related consideration.

ARTICLE 2 DEFINITIONS

The following terms, when used in any Article, shall have the meaning as prescribed to them in this Article unless the context clearly indicates otherwise:

- A. Full-Time Employee: is one who works a minimum of forty (40) hours per work week on a regular and continuing basis.
- B. Part-Time Employee: is one who works less than forty (40) hours per work week on a regular and continuing basis.
- C. Permanent Employee: is a benefit eligible, full-time or part-time employee, if they have satisfactorily completed a probationary period as stated in Article 2.H.
- D. Temporary Employee: is one who works on an irregular or non-permanent basis.
- E. Overtime Work: shall mean all hours actually worked in excess of forty (40) hours per week. Holiday leave, personal leave, vacation leave, voting time, funeral leave, family crisis leave, and jury/civic duty leave shall be considered hours worked for the purpose of calculating overtime and such other types of leave that are compensable under FLSA and considered hours worked for purpose of calculating overtime. Sick leave and compensatory time are not counted as hours worked for the purposes of calculating overtime.
- F. Probation: shall mean that period of time an employee works in a specific classification prior to permanent assignment to that classification. The probationary period shall be regarded as an integral part of the selection/screening process and shall be utilized for closely observing the

employee's work and for securing the most effective adjustment of a new or promoted employee, as determined by Management.

G. New Hire Probation: All new hire employees serving in their first employment status with the Employer or in a subsequent employment status interrupted by more than one hundred twenty (120) days shall be considered probationary employees until they have completed one thousand forty (1040) regular hours after which their seniority shall date back to their most recent date of hire. The Employer shall be the exclusive judge of a probationary employee's qualifications and ability and shall be the exclusive judge in deciding whether to continue such an employee's employment. Provided, that Management, in the interests of the efficient operation of the Division or to increase an employee's chance of succeeding at this new position, may, with just cause, increase the probationary period up to an additional two (2) five hundred twenty (520) hours.

H. Interim Probation: Newly Promoted, Transferred and/or Voluntarily Demoted. All employees within the bargaining unit shall be eligible for a transfer to a job classification in the same, lower or higher salary range as their current job classification without regard to race, sex, or any other legally protected status, provided each employee shall meet the minimum requirements of the classification, and provided further, that such transfers or voluntary demotions or promotions within or from outside the bargaining unit shall be on a probationary basis for one thousand forty (1040) regular hours.

In the interests of the efficient operation of the Division or to increase an employee's chances of succeeding at his/her new position, Management may, with just cause, increase the probationary period up to an additional two (2) five hundred twenty (520) hours.

- I. Classification: shall be defined as categories into which employees are grouped which are sufficiently alike in duties and responsibilities to be called the same descriptive title, to be accorded the same pay scale, and to be required substantially and relatively similar knowledge, skills and abilities.
- J. Position Description – shall be defined as specifying job duties within a classification.
- K. Promotion: the advancement of an employee by Management to a higher paying position on a permanent basis.
- L. Funeral Leave: shall be defined as time away from work to attend the funeral of an immediate family member as covered in Article 4, Section 4.
- M. Immediate Family: shall be defined as one's spouse, child, son-in-law, daughter-in-law, step-child, parent, step-parent, spouse's parent or step-parent, sibling, grandparent, spouse's grandparent, grandchild, uncle, aunt, or a family member of the immediate household permanently residing under the same roof. Provided, however, that no parents or grandparents of a spouse shall qualify other than the spouse of a current marriage and the spouse must reside with the employee.
- N. Non-Immediate Family Member: shall be defined as any relative not specifically defined in Article 2.M above.

- O. Serious Illness: shall be defined as an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care in a hospital, hospice, or residential care facility; (2) absence from work for more than three (3) consecutive days and continuing treatment by a health care provider; (3) pregnancy; (4) a chronic health condition; (5) a long-term or incurable health condition; (6) a condition requiring multiple treatments to avoid periods of incapacity of more than three (3) consecutive calendar days or for restorative surgery.
- P. Holiday: A holiday shall consist of a number of hours consistent with the number of hours worked by an employee on his/her normal or regularly scheduled shift.
- Q. Doctor or Physician: shall be defined as a medical doctor who is in good standing with the American Medical Association, the State of Kansas, and the Kansas Medical Society.
- R. Management: shall mean the City Manager, Department Director, Division Director or their designee to perform a function on behalf of the City of Topeka.
- S. Employer: shall mean the City of Topeka, the City Manager, the Department Director, Division Director or their designee, whichever may be appropriate.
- T. Water Main Replacement Crew: The Water Main Replacement Crew will be made up of qualified employees selected by management for the purpose of completing water main projects.

ARTICLE 3 HOURS OF WORK

Section 1. Regular Hours.

The normal work week for full-time employees in the appropriate unit shall be forty (40) hours in a regularly recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods. The normal workday for full-time employees in the appropriate unit shall be eight (8) consecutive hours within a twenty-four (24) hour period, in five (5) consecutive days or ten (10) consecutive hours within a twenty-four (24) hour period in four (4) consecutive days. All employees shall be assigned to a regular work shift and each work shift shall have a regular starting and quitting time.

Section 2. Work Schedules.

A. Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations. All work schedules showing the employee's shifts, workdays, and hours shall be posted on applicable divisional bulletin boards. The Employer shall provide at least thirty (30) calendar days' written notice to the Union and the affected employees prior to making permanent changes in work schedules. The thirty (30) day requirement may be waived, with notice to the Union, if mutually agreed to by affected employees and management. Employees will not be sent home early for the purpose of avoiding overtime. Work schedules will not require the employee to work split shifts or consecutive shifts, except in emergencies as stated below in Section 3.

B. The normal work week for employees covered under this agreement shall be forty (40) hours. Except as provided below, the normal work day for employees

covered under this agreement shall be 7:00 a.m. to 3:00 p.m. for eight (8) hour employees Monday through Friday, 7:00 a.m. to 5:00 p.m. for ten (10) hour employees Monday through Thursday or Tuesday through Friday, with the exception of Water Plant Operations.

C. Notwithstanding the provisions in Section 2B, second shift schedules shall be 2 p.m. to 10 p.m. during the weeks in which the second shift is implemented by Management. The second shift will be on a seven (7) day rotational basis using the primary call-back list. Employees directed to report for the second shift and actually engaged in work on the second shift will be paid shift differential according to Article 7, § 10.

Section 3. Emergencies.

When Management has determined that an emergency exists, the Union agrees that the provisions of this Section may be temporarily altered in order to control the situation which has caused the emergency. Emergencies may include but not be limited to: Unscheduled Personnel Shortage, Main Breaks, Cut Mains, Emergency Locates, Red Water Calls, Natural Disasters, and Terrorist Acts.

Section 4. Meal Periods and Meal Allowance.

A. Meal Periods. Employees working a regular eight (8) hour five (5) day work schedule shall be granted a paid thirty (30) minute meal period during each work shift. Those employees allowed a thirty 30 minute meal period shall be permitted to eat as near the middle of the shift as possible provided these employees shall be available for work should an emergency or operational needs require. The meal period shall be at the job site or close proximity

Employees working a regular ten (10) hour, four (4) day work schedule shall be granted a paid thirty (30) minute meal period during each work shift. Those employees allowed a thirty (30) minute meal period shall be permitted to eat as near the middle of the shift as possible provided these employees shall be available for work should an emergency or operational needs require. The meal period shall be at the job site or close proximity.

Employees assigned to the following job classifications, as a result of the duties assigned to these positions, shall work a continuous shift. Employees so assigned shall be entitled to a reasonable meal period as near the middle of the shift as possible provided these employees shall be available for work while eating their meal for the purpose of servicing any equipment needing immediate attention.

Water Plant Operator

Class III Water Plant Operator

Class IV Water Plant Operator

B. Meal Allowance. Employees shall be entitled to one (1) meal allowance of nine dollars and fifty cents (\$9.50) after working the first four (4) hours of continuous work outside the employee's regular work schedule. After the initial meal allowance is earned, the employee shall be entitled to receive a meal allowance of nine dollars and fifty cents (\$9.50) each six (6) hours of continuous work outside the employees regular work schedule, not to exceed a maximum of three (3) meal allowances in a twenty-four (24) hour period except the maximum shall be two (2) meal allowances on days the employee is regularly scheduled to work. Meals are expected to only take the minimum

amount of time for that purpose not to exceed thirty (30) minutes and only when work allows.

Effective upon the first full pay period after approval of the 2018-2020 contract, meal allowances provided in this paragraph B shall increase to ten dollars and fifty cents (\$10.50).

Effective December 28, 2019, the meal allowances provided in this contract shall increase to eleven dollars and fifty cents (\$11.50).

Section 5. Rest Periods.

All employees shall be granted one (1) fifteen (15) minute rest period during each four (4) hour period. The rest period shall be at or near the job site and shall not be used to extend an employee's meal period unless mutually agreeable between the employee and Management. Under no circumstances shall a rest period be used to leave work early.

Section 6. Clean-up Time.

All employees shall be granted a five (5) minute personal clean-up period prior to the meal period, and ten (10) minutes at the end of the shift. However, when work conditions dictate, the before meal clean-up period may be extended to ten (10) minutes.

Section 7. Time and Place for Reporting for Work.

All employees shall be assigned a regular reporting station and shall be ready to commence work, or depart to a job site at the beginning of each work shift. Employees reporting late for work shall not have their time start until the next one-quarter (1/4) hour after reporting.

An employee not available at the beginning of his/her work shift, or at the beginning of the second half of the work shift, shall not commence work until he/she has satisfactorily reported to the job supervisor on his/her assigned job and executed a signed reporting form, stating the exact time he/she reported to work. No employee shall be authorized to drive his/her personal vehicle to or from the job site on City time without prior approval of Management. Any employee reporting to work late (after the beginning of the work shift) shall not have his/her time started until the next quarter hour.

ARTICLE 4 EMPLOYEE BENEFITS

Section 1. Holidays.

The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King, Jr.'s Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Day following Thanksgiving Day
Christmas Eve Day
Christmas Day

Eligible employees shall receive pay as defined in Article 2.P. for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

To the extent possible the holidays shall be observed on the foregoing days however, the Employer may designate alternate days for observance of the holiday.

A. Holiday Work. If an employee is required to work holidays, he/she shall be paid double time for all hours worked in addition to his/her normal pay for the holiday.

If an Operations employee (Operator) is scheduled to work a holiday and the Operator wishes to take a leave day on the same holiday, it shall be the responsibility of the Operator to find a qualified replacement to work for him/her on the holiday prior to being eligible to receive approval for taking the holiday off.

B. Alternative Day Off. Employees whose normal work shift is a ten (10) hour day Monday through Thursday or Tuesday through Friday shall be given an alternate day off when the observed holiday falls on their regularly scheduled day off. The alternate day off shall be designated by Management.

C. Eligibility Requirement. Employees shall be eligible for holiday pay if they meet all of the following conditions:

1. The employee would have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on an approved day off or approved vacation; and

2. The employee must have worked a full work week in which the holiday is observed, and he/she must work the day before and after the holiday to be eligible. Use of Sick Leave shall count as hours worked to meet the full work week requirement. Use of Sick Leave shall also be considered as hours worked to meet the requirement of working the day before and the day after the holiday for employees who have one hundred sixty (160) hours or more accumulated sick leave or a doctor's confirmation of illness.

Provided, however, an employee who is utilizing Sick Leave for a serious illness as defined in Article 2.O. shall be exempt from these requirements as long as the employee is not being covered solely by Workers Compensation (an employee who is being covered by Workers Compensation shall receive holiday pay in a prorated amount in order to equate to a full day of pay when added to the amount received from Workers Compensation without utilizing sick or other type of leave).

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

Section 2. Vacations.

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

Employees serving on an initial probationary period shall not accrue vacation time, provided, however, that all employees shall be credited with forty-eight (48) hours of vacation leave on successful completion of their probation period of one thousand forty (1040) hours. The forty-eight (48) hours of vacation leave shall not be credited to any employee who is required to serve an extended probation period until the employee has successfully completed all required probationary time.

The maximum carry-over from year to year for any forty-hour employee shall be two hundred forty (240) hours or thirty (30) days.

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

Service Requirement	Hours Per Pay Period	Hours Per Year	Days Per Year
0 thru end of 5th year	3.692	96	12
Beginning of 6th year thru end of 15th year	5.539	144	18
Beginning of 16th year thru end of 24th year	7.385	192	24
Beginning thru end 25th year	7.692	200	25
Beginning thru end 26th year	8.000	208	26
Beginning thru end 27th year	8.308	216	27
Beginning thru end 28th year	8.615	224	28
Beginning thru end 29th year	8.923	232	29
Beginning of end 30th year thru end of service	9.231	240	30

B. Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

C. Choice of Vacation Period. Whenever possible, vacation requests of two (2) days or less shall be made in writing to Management at least twenty four (24) hours prior to the first day of the requested vacation. Management shall be reasonable in approving or disapproving said request in a timely manner. Such requests shall not displace previously approved vacations.

All scheduled vacations in excess of two (2) days must be requested in writing to Management at least two (2) weeks prior to the first day of the requested vacation.

Management shall respond in writing within two (2) working days of the request. In the event two (2) or more employees within the same Section apply for vacation in writing for the same time period and if the nature of the work makes it necessary to limit the number of employees by Section to be on vacation at the same time, the employee with the greater Divisional seniority shall be given his/her choice of vacation period. Such request shall not displace previously approved vacations. Designation of an emergency vacation will be made on an individual basis at reasonable discretion and approval of Management.

D. Holiday During Vacation Period. If a designated holiday, as provided in Section 1 of this Article, occurs during the work week in which a vacation is taken by an employee, the number of days charged against the employee's vacation period shall be reduced by the number of holiday hours that have occurred. Provided, however, all employees who intend to take an added day vacation for any paid holiday falling within their chosen vacation period shall notify Management in writing of their intention to take an added day vacation and shall state precisely the date they shall return to work.

E. Payment For Unused Vacation. Any Employee whose employment is terminated, voluntary or involuntary, or by retirement, and has unused vacation for that year, shall be entitled to a lump sum payment for all unused accrued vacation. In the event of the employee's death the payment will be made to his/her estate.

F. Employees may be paid up to a maximum of forty (40) hours of accrued vacation leave. The accrual and usage period used to calculate payout eligibility will be pay periods 25 and 26 of the previous year and pay periods 1 through 24 of the current year. To be eligible for vacation payout, an employee must retain a minimum balance

of eighty (80) hours vacation time for the next accrual period and have a sick leave balance of a minimum of one hundred twenty (120) hours.

Request for bonus or payout must be made by the employee pursuant to the procedure established by Human Resources. Human Resources will notify employees of the procedure by November 1 of each year. Payment will be made on the pay date for pay period 26.

Section 3. Personal Leave Day Employee Benefits.

One (1) annual personal leave day will be granted to each employee of the bargaining unit that is employed and has successfully completed their initial employment probationary period as of January 1st, 2016 and continuing every January 1st thereafter.

Personal leave shall be requested and approved in the same manner as vacation. Personal leave will only be taken in eight (8) or ten (10) consecutive hour increments based on the work hours an employee maintains when the time is taken. Personal leave day cannot be carried over from one (1) year to the next.

During the calendar year 2014, bargaining unit employees will be allowed one (1) additional personal leave day, for a total of two (2) personal leave days in the calendar year 2014. The additional personal leave day for calendar year 2014 is subject to all the terms and conditions set out in the above paragraphs of this section.

Section 4. Sick Leave.

A. Accumulation. Forty (40) hour employees covered by this Agreement shall accrue sick leave at a rate of 3.692 hours per pay period. The maximum accrual allowance for sick leave shall be one thousand forty (1040) hours for a full-time forty

(40) hour employee. An employee must be performing assigned duties or on authorized accrued paid leave to be eligible to accrue sick leave; provided, however, that any employee who is utilizing sick leave as a supplement to temporary total Workers Compensation in order to receive a full pay check shall accrue sick leave at the rate specified above provided that the amount of pay for the supplemental paid sick leave and pay from Workers Compensation total an amount of pay equal to the employee's regular or normal pay per pay period.

B. Payment. An employee shall receive hour-for-hour reimbursement for sick leave usage only if the employee is utilizing sick leave for approved purposes. Employees shall notify their supervisor of their unavailability for work due to illness or injury prior to their normal or regular shift starting time. Notification of unavailability at any time after the employee's normal starting time shall cause payment for sick leave to be granted in an amount equal to the number of hours or minutes between the time of notification and the time of the employee's normal or regular quitting time. Employees who wish to receive full prevailing rate reimbursement for sick leave shall make such a request to their duly authorized supervisor. The reimbursement request may be subject to reasonable audit, confirmation and approval in writing by the duly authorized supervisor prior to authorization of such payment through normal payroll procedures. Requests for reimbursement submitted more than two (2) working days from the date the employee returns to work shall not be honored and claims submitted following termination of employment shall not be reimbursed. Reimbursement for sick leave shall be available as it is accrued including during the initial probationary period, but it shall not be allowed in advance of accrual.

C. Acceptable Use. Sick leave may be utilized in minimum one-quarter (1/4) hour increments when an employee is unable to perform duties due to a personal sickness or injury; the illness of an employee's spouse, children, step-children, parents, grandparents or only grandchildren living with the employee; need for medical, dental, or other routine diagnostic or remedial treatment by the employee or the employee's spouse, children, step-children, parents, grandparents or only grandchildren living with the employee, provided that sick leave granted for such purposes shall not exceed the actual time necessary for examination or treatment and reasonable travel time as determined by Management.

In non-emergency situations, the employee shall schedule as much as possible medical or dental appointments, and/or treatments at a time which does not unduly interfere with job-related duties and shall notify his/her supervisor as soon as the time of appointment is known. Sick leave may also be allowed if exposure to a contagious disease may endanger or jeopardize the attendance of other employees.

Sick leave reimbursement may be allowed for elective surgery. If this use of sick leave is necessary for a period exceeding three (3) days, arrangements shall be made in advance between the employee and Management so that the leave shall be at a time when work situation allows.

D. Payment on Retirement. Any employee retiring under KPERS or the Social Security System will be paid for thirty-five percent (35%) of eligible accrued sick leave up to a maximum payment of three hundred sixty-four (364) hours at their respective prevailing rates.

E. Return to Work. Any employee who is absent for forty (40) or more consecutive scheduled work hours shall be required to report to the Human Resources Department prior to reporting to work. The Human Resources Department may require the employee to provide the City Medical Officer with a medical report from a medical doctor duly certified by the State of Kansas Medical Society, showing that the employee has been treated and released to full duty. Failure to provide a doctor's statement as required may result in disciplinary action as provided for in Article 9 of this Agreement. The City Medical Officer, at his/her reasonable discretion, may waive the above requirement on a showing of good cause and on a case-by-case basis. A waiver shall not constitute a precedent for any future waiver nor shall it be the subject of the grievance procedure.

An employee who is off work for any period as a result of a work-related injury shall, when reporting back to work, present to the City Medical Officer a medical statement from a medical doctor duly certified by the State of Kansas and the Kansas Medical Society, showing he/she is capable of performing his/her full regular duties.

An employee who is off work for any period as a result of work related injury shall be assigned light duty if the City's Medical Officer so orders and such light duty is available. Any employee refusing to be examined by the City Medical Officer may be subject to disciplinary action which may include immediate termination.

F. Abuse. Any employee who appears to have established a pattern of using sick leave improperly, shall receive a written notice from Management notifying him/her of the alleged abuse. Thereafter, the employee shall be referred to the Human Resources Department for consultation.

In addition, the employee may be required to provide a doctor's statement for future absences for sick leave purposes.

Failure to comply with providing the above doctor's statement may result in disciplinary action which may include termination. Provided, if the above required doctor's statement shows no illness of any nature to support the claim of sick leave, the employee may be subject to disciplinary action.

G. Workers Compensation. An employee who is receiving temporary total disability Workers Compensation benefits may prorate his/her accrued sick leave in an amount representing the difference between his/her normal base salary and the amount he/she is receiving from Workers Compensation.

H. Non-City Employment Injury. Any City employee injured while in the formal employment of an employer other than the City shall reimburse the City for any losses sustained by the City through City (sick) leave or other paid leave usage, provided the employer is insured and further provided a Workers Compensation settlement is consummated between the employee and the other employer. The amount reimbursed shall not exceed the amount in pay lost to the City.

I. Transfer Rights. Any employee who is transferred, promoted, demoted, reassigned or otherwise placed in a different department shall be entitled to retain accrued sick leave.

J. Sick Leave Payout. Employees who use forty (40) hours or less of sick leave for the accrual period are eligible for a sick leave payout incentive. The accrual and usage period used to calculate payout eligibility will be pay period 25 and 26 of the previous year and pay periods 1 through 24 of the current year. The bonus is to be paid

for forty (40) hours, less the total number of used sick leave hours for the period. The bonus will be paid at the rate of one hundred percent (100%) of the employee's straight time base pay at the time of the request for payment by the employee. The number of hours requested in the payment will be deducted from the employee's sick leave accrual balance.

Request must be made by the employee pursuant to the procedure established by Human Resources. Human Resources will notify employees of the procedure by November 1 of each year. Payment will be made on the pay date for pay period 26.

K. Sick Leave Accrual Incentive. Employees shall be eligible for an annual sick leave accrual incentive for accruing and maintaining adequate sick leave. The amount of the incentive shall be determined by the sick leave balance available at the end of pay period 24 after deducting the sick leave (if any) applied to the payout in paragraph J above and calculated as follows:

Employee in 1st year of service:

56 or more hours of sick leave	\$125
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Employee in 2nd year of service:

112 or more hours of sick leave	\$125
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Employee in 3rd year of service:

168 or more hours of sick leave	\$125
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Employee in 4th year of service:

224 or more hours of sick leave	\$125
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All other employees:

250 hours of sick leave	\$125
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500 hours of sick leave \$300

750 hours or greater of sick leave \$500

Request must be made by the employee pursuant to the procedure established by Human Resources. Human Resources will notify employees of the procedure by November 1 of each year. Payment will be made on the pay date for pay period 26.

Section 5. Leaves of Absence.

A. Eligibility Requirements. Employees shall be eligible for leaves of absence after completing their initial probationary period with the Employer.

B. Application for Unpaid Leave. Any request for an unpaid leave of absence shall be submitted in writing by the employee or the employee's next of kin to Management ten (10) days prior to the date of the requested leave of absence. The request shall state the reason the leave is being requested and the exact length of time off the employee desires.

1. Leave of Absence in Excess of Twenty-five (25) Days. All authorizations for leaves of absence in excess of twenty-five (25) working days shall be approved by Management and a copy of the approval shall be made available to the office of the head of the section of the Division to which the employee is assigned.

Employees on unpaid leaves of absence in excess of thirty (30) calendar days shall not be eligible for benefit accruals nor shall the unpaid leave time count towards seniority or time in grade for wage adjustments. Provided, however, an employee on unpaid leave of absence for an authorized Union business leave shall not be eligible for accruals nor shall the unpaid leave time

count toward seniority or time in grade for wage adjustments following ninety (90) calendar days on unpaid leave.

2. Approval for Leave of Absence of Twenty-Five (25) Days or Less.

All authorizations for leaves of absence which are of twenty-five (25) days or less in duration may be granted by Management on a case-by-case basis.

3. Emergency Leave of Absence of Twenty-Five (25) Days or Less.

An emergency leave of absence shall be defined as any leave where the required notice cannot be given for valid reasons, or any other situation so designated by Management at its discretion. Authorization given by Management shall be given on a case-by-case basis and shall not set a precedent for any future case, nor shall it be subject to the grievance procedure.

C. Paid Leaves of Absence.

1. Funeral/Family Crisis Leave. Employees shall receive a maximum

of three (3) working days per occurrence not to be deducted from any hourly accruals:

a. In the event of a death in the immediate family of an employee, the number of days leave granted with pay to the employee shall be authorized by the Division Director, or their designee, but in no event shall an employee be authorized a leave of absence with pay to exceed three (3) work days per incident, as requested by employee.

The term immediate family as used in this Subsection A shall include the employee's spouse, employee's child(ren), employee's sons-in-law, employee's daughters-in-law, employee's step child(ren),

employee's parents, employee's step parents, employee's grandparents, employee's grandchild(ren), employee's sibling(s), employee's first aunts or uncles: spouse's parents, spouse's step parents, spouse's grandparents, spouse's grandchild(ren), spouse's sibling(s); or any family member of the immediate household permanently residing under the same roof; or any other person residing under the same roof in a shared living arrangement with the employee (but not including a person renting living space from the employee); or other family members approved by the Division Director, or their designee.

If requested by the Division Director, or their designee, the employee may be requested to produce evidence of the death of the immediate family member.

Any employee who has misrepresented a death in the family as defined above shall be subject to disciplinary action under terms of Article 9 under this Agreement.

The Division Director, or their designee, may grant up to two (2) hours funeral leave to attend the funeral of an employee.

b. Family crisis leave shall only apply to disasters such as fire, flood, tornado etc. affecting an employee or a member of an employee's immediate family as defined in Article 2.M.

c. The City and the Union agree that the City may require that an employee requesting such usage supply a statement from the

attending physician verifying that the health problem is both an emergency and is life-threatening.

D. Determination of Eligibility for Funeral/Family Crisis. Determination of eligibility for funeral/family crisis leave use shall be made by the Division Director or his/her designee exercising reasonable discretion and consistent with personnel guidelines and the guidelines set forth in this Section. Additional time, if needed, may be allowed from other leave accruals or pursuant to leave of absence provisions.

E. Jury Duty. Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service with proof to Management. Employees on jury duty will be assigned and considered working on the first shift until they are released from jury duty.

F. Civic Duty. Employees required to appear before a court on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant shall be granted a leave with pay with proof to Management of the necessity of such appearance for the period necessary to fulfill their civic responsibilities. Employees elected to any political or legislative position who request a leave of absence to perform their civic duty shall be granted a leave of absence without pay for the period necessary to fulfill their civic responsibilities if approved by the Management.

Section 6. Healthcare Benefits.

The Employer and Union have agreed to cost-sharing for healthcare benefits for employees and dependents as set forth within the current Joint Memorandum of Agreement regarding healthcare costs and benefits (Joint Memorandum) between the City of Topeka, this Union and other bargaining units recognized by the City and is

incorporated by reference as if fully set forth herein. Further, any amendments to the Joint Memorandum or any subsequent Joint Memorandum made during the term of this Agreement shall be incorporated herein.

Section 7. Benefits Committee.

AFSCME Local 1294 shall be entitled to select one (1) employee from the Division as a representative to the City Employees Benefits Committee. Union Representatives will receive the regular rate of pay for the time spent in meetings during their regularly scheduled hours of employment.

Section 8. Pension.

The Employer agrees to operate under the Kansas Public Employees Retirement System Act as it may be amended from time to time.

Section 9. Employee Development.

The purpose of the following employee development program is to promote improved productivity in City services.

- A. Only full-time benefit eligible employees may be reimbursed for tuition expenses for academic or technical courses pursued through recognized accredited educational institutions.
- B. The course must be relevant and directly related to the employee's current job duties as determined by Management, or any course including outside-the-major electives required for a degree or certificate in a field in which the employee would have a reasonable expectation of being promoted while employed at the Water Division.
- C. Up to one thousand dollars (\$1,000.00) per year may be authorized and

reimbursed for eligible employees.

- D. An employee must complete the request for tuition reimbursement form as provided by the Human Resources Department and have the concurrence and signature of Management and the Human Resources Department before the employee can be reimbursed. The approved request form must be received by the Human Resources Department within one (1) month after the beginning date of the course which the employee desires to attend. Evidence of completion/passing of the course and proof of payment for the course must be received by the Human Resources Department within two (2) months after the ending date of the semester/quarter in order for the employee to receive reimbursement.
- E. The City will not reimburse employees for non-credit special interest courses completed by examination only, continuing education courses, late fees, lab fees, extracurricular fees, textbooks or other course related materials and tuition covered by other sources such as government assistance to a veteran (GI Bill), grants, scholarships, and similar programs.
- F. An employee attending a course pursuant to these guidelines during working hours may arrange with Management to utilize vacation time or time without pay as scheduling/staffing allows as determined by Management for the time utilized to attend the course(s).
- G. Management shall make every effort to budget for and approve reimbursement for academic courses for their employees. Management

shall approve courses on a first come, first served basis in a non-discriminatory manner.

Section 10. Cafeteria Benefit Plan.

Any benefit-eligible employee shall be eligible to participate in the Cafeteria Benefit Plan as defined by the City of Topeka.

Section 11. Deferred Compensation.

Any benefit-eligible employee shall be eligible to participate in the Deferred Compensation Plan as defined by the City of Topeka.

Section 12. Mileage Reimbursement.

Use of an employee's private vehicle for City business shall be approved by Management. The reimbursement for use of a private vehicle shall be at the current City rate.

Section 13. Physical Fitness.

The City has established a physical fitness program for City employees. Any employee desiring to participate in this program shall register with the Wellness Center. The employee shall have full access to the facilities within the Wellness Center. Any employee may, by payroll deduction, have the membership fee for their spouse deducted from his/her paycheck.

Section 14. Voting Time.

An employee, eligible and registered to vote in a primary, general, or special election held within the state shall, on the day of such election, be entitled to absent himself/herself from the workplace for a period not to exceed two (2) consecutive hours during the last two (2) hours of the scheduled duty day; provided, however, that if the

polls are open after terminating work but the period of time the polls are so open is less than two (2) consecutive hours, the employee shall only be entitled to absent himself/herself from the workplace for such a period of time which, when added to the period of time the polls are so open, will not exceed two (2) hours. An employee shall not, because of so absents himself/herself, be subject to any penalty, nor shall deductions be made on account of such absence, from the employee's usual salary or wages.

Section 15. Commercial Driver's License.

A. The City shall reimburse the employee's cost of renewing a Commercial Driver's License (CDL). The City shall pay the employee for the first original attempt to acquire his/her CDL. All subsequent testing attempts and fees associated with employees successfully acquiring their CDL will be the responsibility of the employee taking the test.

B. The City shall reimburse the employees cost of renewing a motorcycle endorsement. The City shall pay the employee for the first original attempt to acquire his/her motorcycle endorsement. All subsequent testing attempts and fees associated with employees successfully acquiring their motorcycle endorsement will be the responsibility of the employee taking the test.

Section 16. Funeral Expense.

Where an employee in regular pay status with the City dies from an illness contracted or an injury received during the performance of the employee's duties, the City shall pay the sum of seven thousand five hundred dollars (\$7,500.00) to such beneficiary or beneficiaries as may be designated by the employee on his or her

Kansas Public Employees Retirement System (KPERS) pension form. In the event the deceased employee has designated more than one (1) beneficiary on their KPERS pension form, the City shall pro-rate the above sum based on the number of beneficiaries so designated and shall make payments on that pro-rata basis.

Section 17. Use of City Facilities and Office Equipment.

A. The Union may request the use of City facilities in which to conduct Union business. Request for the use of the facilities shall be made no less than twenty-four (24) hours before the date of the requested use, shall not interfere with the regular conduct of business, and shall not be unreasonably denied. Any damage or unreasonable cleanup resulting from Union activities in City facilities shall be the responsibility of the Union.

B. The City agrees to allow the Union executive board the limited and reasonable use of the City's computers, telecommunications and office equipment for Union business. Such use shall not interfere with the conduct of city business. Union may provide supplies used or reimburse the City for the actual cost of supplies.

Section 18. Legal Counsel/Representation.

The City will provide legal counsel/representation for bargaining unit members against whom suit is brought in civil and/or criminal cases based on activities alleged to be within the scope of the bargaining unit member's official duties. The City will assume financial liability for all monies awarded to claimants as the result of activities found to be within the scope of such official duties; provided, however, that in situations involving unlawful or malicious actions, willful misconduct, or gross and wanton negligence by the bargaining unit member, the City shall not be liable for payment under this clause.

ARTICLE 5 SENIORITY

Section 1. Definition.

Seniority shall be defined as the total length of uninterrupted service accumulated by an employee in any of the following categories:

- A. City Seniority - The total length of uninterrupted service following initial date of hire with the Employer.
- B. Division Seniority - The total length of uninterrupted service following the date of assignment to the specific Division where the employee is presently employed.
- C. Classification Seniority - The total length of uninterrupted service following the date of assignment to a specific job classification within a specific Division of the Employer. The total length of uninterrupted service includes time served in an acting capacity within the classification where there is no break in service between the acting assignment and promotion.

Section 2. Loss of Seniority.

An employee's seniority accumulation shall stop if the employee:

- 1. Is discharged for just cause.
- 2. Retires.
- 3. Quits or resigns. There shall be no break in continuous service for City and Division seniority when any employee voluntarily resigns under good terms and returns to work, in the same Division, within one hundred twenty (120) days. Provided, however, that any employee who does not receive direct compensation from the Employer shall not accrue seniority

during the break in service. Employee will be eligible to be placed at the same step that they had attained prior to their voluntary resignation, however the grade placement shall be determined by the position offered to the employee.

Section 3. Seniority Lists.

Management shall maintain an up-to-date seniority list of all employees which shall contain the: (1) name of each employee; (2) date of hire; (3) date entered the Division; and (4) date entered the classification.

Every six (6) months, Management shall update and post the seniority lists on the official bulletin boards and submit a copy to the Union.

Employees assigned to an acting position shall continue to accrue seniority in their prior position. If an acting assignment is changed to permanent status, the seniority then changes to the day the employee started the acting assignment.

Section 4. Probation Period.

Probation shall be defined as set forth in Article 2, paragraphs G and H. Failure of the employee to satisfactorily perform the duties of the new position (by transfer and/or promotion) as reasonably determined by Management will result in the reinstatement of the employee to his/her former position without loss of seniority.

- A. A newly hired probationary employee shall have no seniority until the completion of the probationary period. At that time, the employee shall acquire seniority from the date of hire.
- B. Newly promoted probationary employees shall have no classification seniority until the completion of the promotional probationary period. At

that time the employee shall acquire seniority from the date of the promotion.

Section 5. Vacancies-Transfers-Promotions.

A. Vacancies:

For purposes of this Article, a vacancy is created when:

1. Management has approval to increase the work force and decides to fill the position or positions; or,
2. Terminations, resignations, transfers within or out of the bargaining unit: promotions or demotions take place and Management decides to replace the previous incumbent.
3. Should it be necessary to fill any vacant positions with Temporary or Part-Time workers for a period longer than ninety (90) days Management agrees to consult with the Union.

NOTE: Management agrees to notify the Union of vacancies which will not be filled at the time such Management decisions are made.

B. Transfers:

For purposes of this Article, a "transfer" means the lateral movement of an employee in the same pay range to a position within a different classification in the same pay range. Any employee who is transferred either voluntarily or involuntarily to a new position in another section will transfer his/her classification seniority to that new position.

C. Promotion:

The term "promotion," as used in this section, means the advancement of an

employee by Management to a higher paying classification on a permanent basis as defined in Article 2.I of this Agreement.

Section 6. Posting of Vacancies.

Whenever a vacancy is to be filled, a notice of the vacancy shall be posted on the bulletin boards of all sections of the Division for five (5) consecutive full working days. .

Employees within the Division, during the five (5) full workdays the job is posted on the official board, may apply in writing to Management for the vacant position. Those employees on layoff or on leave may also apply during this five (5) full working day period.

The Employer may seek qualified applicants via the City Department of Human Resources' application procedure in the event no qualified Divisional employee applies for the position within the five (5) day period specified above.

Entry level positions may be posted concurrent to bargaining unit employees and outside the Division. In the event a bargaining unit employee applies for an entry-level position, he/she will be given first consideration.

Section 7. Selection.

Qualifications and seniority will be used in determining which employee will be selected to fill the vacant position. The decision as to the qualifications shall be reasonably determined by Management. The selection may be based on the following:

- A. Possesses the physical and other qualifications with or without reasonable accommodations to do the work;
- B. Performs the work in the manner required by the Employer;

- C. Cooperates with the supervisors and observes Employer rules and regulations;
- D. Protects the property and interests of the Employer;
- E. Reports to work promptly and regularly;
- F. Maintains harmonious relations with co-workers; and
- G. Possesses a positive attitude toward advancement and the assumption of additional responsibility.

The position will be awarded to the most qualified employee with, first, the best qualifications; and second, divisional seniority.

In the event the senior employee is not appointed to the vacancy, the employee may request written reason(s) for the denial.

Section 8. Acting Assignments.

When a bargaining unit position is vacant and it is determined by Management that the position should be filled by a temporary assignment of an employee who has permanent status in another position, the following principles shall be observed:

- A. The assignee shall meet the qualifications for the class of positions.
- B. Acting assignments shall not be used to generate a series of acting assignments for an employee.
- C. Except as noted in subsection D, an acting assignment shall not exceed forty-five (45) days in length unless approved by Management with notice to the Union.
- D. When a position is vacant due to a leave of absence, the acting assignment may be authorized for the duration of the leave of absence

except that continuation of an acting assignment beyond twelve (12) months shall require approval of the Human Resources Department Director. Documentation of the acting assignment shall be placed in the employee's permanent record.

- E. If an employee is acting in a position assigned to a salary range higher than that of the employee's regular position and the employee has served in the acting assignment for a period of ten (10) consecutive working days, the employee shall be paid at a step on the higher range that gives the employee at least a three percent (3%) increase in pay retroactive to the date the acting assignment began.

Such an increase shall not exceed the highest step possible if the employee was being promoted to the position. For the duration of an acting assignment, the employee may receive salary step increases in accordance with applicable salary step increase. When the acting assignment is terminated, the employee's salary shall revert to whatever rate (dollar amount) it would have been had the employee not received the acting assignment.

- F. If an employee is acting in a position assigned to the same salary range as, or to a salary range lower than, that of the employee's regular position, the employee shall be paid at the salary rate of his/her regular position. For the duration of an acting assignment, the employee may receive salary step increases in accordance with applicable salary step increases.

- G. The employee's pay increase anniversary date shall not be affected by an acting assignment.
- H. Any employee promoted to a position in which the employee has served in an acting assignment during the year immediately prior to his/her promotion may have the time served in that assignment credited towards the promotional probationary period. Provided however any time served by an employee in an acting assignment shall be credited toward the promotional probationary period if the employee is promoted from the acting to the permanent assignment, with no break in service.
- I. Acting assignments shall be considered as training assignments by which an employee may obtain experience if the employee performs satisfactorily during the period of the acting assignment. Such experience shall be one of the considerations for future promotions of the employee. The employer will make every effort to afford all interested employees eligible under subsection A, an opportunity to receive such experience.

Section 9. Voluntary/Involuntary Downgrade/Demotion.

Voluntary or Involuntary Downgrade/Demotion. Employees may be voluntarily or involuntarily downgraded (demoted) to a lower paying job classification for the following reasons:

1. In the event injuries or physical limitation causes employees to be unable to do the work of their current classification, with or without reasonable accommodations as defined by the Americans with Disabilities Act (ADA), but are able to do the work of a lower-rated classification;

2. In the event of an employee's request for reassignment to an available vacancy, if not inconsistent with the contractual rights of another employee and when approved by Management;

3. In the event there are changes in procedures, job duties, or manning levels which either eliminate or materially change the work performed by the employee to such an extent that the majority of the work performed by the employee falls within the job description of a lower rated job.

In the event an employee is permanently assigned, pursuant to any of the three above-listed reasons, to a lower-rated job classification, he/she shall be paid the wage rate for the new job which is the closest to his/her wage rate in the old job, provided that the new wage rate shall not be greater than the wage rate paid in the old job.

B. Involuntary Downgrade/Demotion. Employees may be involuntarily downgraded (demoted) to a lower paying job classification for unsatisfactory performance on the employee's present job, based on just cause.

When an employee is permanently assigned to a lower-rated job classification he/she shall be paid the wage rate of that classification. In determining the initial pay rate, the employee will be given credit only for the experience in the same job classification.

ARTICLE 6 SAFETY, UNIFORMS, AND PROTECTIVE CLOTHING

Section 1. Safety.

It is the express policy of the Employer and the Union to cooperate in an effort to continue to improve health and safety matters. The parties agree that it is in the best interest of the Employer, the Union and the Citizens that equipment should be operated properly and safely and that all reasonable safety precautions and devices should be utilized at all times. The Union and the City agree to form Safety Committees as needed, comprised of at least fifty percent (50%) of the labor representatives. Safety/Health Rules and Regulations shall be reviewed or recommended by the Safety Committee. The Division Director or his/her designee shall have the right to approve, reject or revise said rules and regulations. Said rules and regulations shall cover, but not be limited to, the following: training, personal protection, conduct, work standards, equipment, appurtenances, and sanctions for willful disregard or omissions. Management shall adopt rules and regulations covering training and testing for employees on the hazardous materials team which will include an annual test. To the extent possible outside agencies will be included in training scenarios.

Management welcomes suggestions from employees or the Union which offer practical and feasible ways of improving divisional safety. An employee may submit his/her safety suggestions in the following manner:

1. Giving it to Management; or
2. Giving it to a member of the Safety Committee.

Care of Safety Equipment. Protective devices, wearing apparel, and other equipment necessary to protect employees from accidents and health hazards shall be provided by the Employer. The Employer may assess a fair and reasonable charge to cover loss resulting from the employee's failure to exercise reasonable care or for willful destruction of such equipment or clothing.

Section 2. Uniforms.

A. This section specifies the uniform to be worn by each permanent employee. It is important to Management that its employees present a professional image. The Employer will provide each permanent employee with the uniform specified below. After initial issue as a new hire, clothing shown to be in need of replacement will be replaced. Replacement quantities shall not exceed the maximum allowance specified below. Management may replace uniforms beyond the replacement quantities specified on a case-by-case basis for special circumstances. Additional clothing items are available for purchase by employees at their own expense through the City uniform purchasing contract. The employee will report to work each day in a clean appropriate uniform. Any visible clothing will be the specified uniform below. Employees who report to work without the appropriate uniform specified below will be Leave Without Pay (LWOP) until they report in the appropriate uniform. Employees are subject to disciplinary action for wearing other than the specified uniform. Uniforms are intended for work purposes only. The City and Union agree to meet biannually or as needed to review clothing order form for availability of items listed on order form. Clothing and uniforms shall be ordered twice a month, on the 1st and 3rd Fridays of the month or as close to these dates as possible.

B. Meter Services

1 Equipment bag - 5 yr replacement

2 Hats annually from selection below:

- Winter Ball Cap
- Summer Ball Cap
- Wide Brim Hat (City and Union approved)

7 Pairs of Jeans (combination of the selection below) – annually:

- Dungaree
- Boot Cut
- Shorts
- Bib overalls

12 Work Shirts (collared) (combination of the selection below) – annually –
Employees working in the meter shop will keep a clean polo or collared shirt available to be worn when working scheduled appointments with customers.

- Short Sleeve
- Long Sleeve
- Polo
- T-shirt (may be sleeveless if hemmed)

1 Sweatshirt, Hooded, Insulated - 2 yr replacement

2 Light Sweatshirts - 2 yr replacement

1 Light Jacket - 3 yr replacement

1 Insulated Trousers (one of the selection below) - 3 yr replacement

- Insulated Bib

- Insulated Coverall
- Insulated pants

1 Jacket, Insulated with attachable hood - 3 yr replacement

1 Stocking Cap - annually

1 pair Boots and 1 pair walking shoes – Replacement - Either 1 pair of boots or up to 2 pair of walking shoes annually

C. Water Services

1 Equipment bag - 5 yr replacement

2 Hats annually from selection below

- Summer Ball Cap
- Winter Ball Cap
- Wide Brim Hat (City and Union approved)

7 Pairs of Jeans (combination of the selection below) - annually

- Dungaree
- Boot Cut
- Shorts
- Bib overalls

5 Work Shirts (collared) (combination of the selection below) - annually

- Short Sleeve
- Long Sleeve
- Polo

7 T-shirts (may be sleeveless if hemmed) - annually

1 Sweatshirt, Hooded, Insulated –2 years

2 Light Sweatshirts – 2 years

1 Light Jacket – 3 years

1 Insulated Trousers (one of the selection below) – 3 years

- Insulated Bib
- Insulated Coverall
- Insulated Pants

1 Jacket, Insulated with attachable hood – 3 years

1 Stocking Cap - annually

1 Boots – annually.

D. Plant Operations

2 Hats annually from selection below

- Winter Ball Cap
- Summer Ball Cap
- Wide Brim Hat (City and Union approved)

7 Pairs of Jeans (combination of the selection below) - annually

- Dungaree
- Boot Cut
- Shorts
- Bib overalls

12 Work Shirts (collared) (combination of the selection below) – annually

- Short Sleeve
- Long Sleeve
- Polo

T-shirts (T-shirts may not be worn while operating from 8 a.m. to 5 p.m. Monday through Friday. Plant Operators will keep a clean Polo or Collared shirt in their lockers in case the public comes in for tours or other functions.)

1 Sweatshirt, Hooded, Insulated – 2 years

2 Light Sweatshirts – 2 years

1 Light Jacket – 3 years

1 Jacket, Insulated with attachable hood – 3 years

1 Stocking Cap - annually

1 Insulated Trousers (one of the selection below) – 3 years

- Insulated Bib
- Insulated Coverall
- Insulated Pants
- Boots – annually

1 Walking Shoes - annually

E. Plant Maintenance

2 Hats annually from selection below

- Winter Ball Cap
- Summer Ball Cap
- Wide Brim Hat (City and Union approved)

7 Pairs of Jeans (combination of the selection below) - annually

- Dungaree
- Boot Cut

- Bib overalls
- Shorts

5 Work Shirts (collared) (combination of the selection below) - annually

- Short
- Long sleeve
- Polo

7 T-shirts (may be hemmed sleeveless) - annually

1 Sweatshirt, Hooded, Insulated – 2 years

2 Light Sweatshirts – 2 years

1 Light Jacket – 3 years

1 Insulated Trousers (one of the selection below) – 3 years

- Insulated Bib
- Insulated Coverall
- Insulated Pants

1 Jacket, Insulated with attachable hood – 3 years

1 Stocking Cap - annually

1 Boots – annually.

Section 3. Boots and walking shoes.

A. Boots – Management will pay no more than one hundred eighty-five dollars (\$185.00) for a pair of boots. All boots will meet the following minimum standards: Steel toe or non-metallic meeting or exceeding ANSI class 75 standards for impact and compression. Boots shown to be in need of replacement will be replaced. Replacement quantities shall not exceed the maximum allowance specified.

B. Walking Shoes – The Water Division will provide a taxable reimbursement of up to seventy-five dollars (\$75.00) for a pair of walking shoes. Walking Shoes shown to be in need of replacement will be replaced. Replacement quantities shall not exceed the maximum allowance specified.

Section 4. Protective Devices and Clothing.

If an employee is required to wear protective clothing or any type of protective device as a condition of employment, such protective clothing or device shall be furnished to the employee by the Employer.

The requirement for any type of protective clothing or device shall be determined by Management. The cost of keeping the Hazardous Material (HAZMAT) protective clothing or device clean and in proper working condition, with the exception of safety footwear, shall be paid by the Employer. In the event of loss or damage due to negligence, the employee shall pay for the replacement. Employees are expected to exercise diligence in the care of protective clothing or devices.

The Employer will offer basic prescription safety glasses to all employees required to wear safety glasses and use prescription glasses. The basic eyeglass, including no-line bifocal, will be provided at no cost to the employee. Upgrades from the basic eyeglasses will be available at the expense of the employee. Non-permanent side shields will be allowed, but the employee must be wearing the side shields at all times at work.

Section 5. Personal Safety Equipment.

Each employee that is required to use personal safety equipment will be issued personal safety equipment as appropriate. After initial issue, personal safety equipment

must be turned in to be replaced and replacement quantities shall not exceed the maximum allowance specified below. Management may replace safety equipment beyond the replacement quantities specified on a case-by-case basis for special circumstances. Additional personal safety equipment items are available for purchase by employees at their own expense through the City uniform purchasing contract. The City and Union agree to meet biannually or as needed to review Personal Safety Equipment order form for availability of items listed on order form.

Rain gear: 1 issue – 3 years

Hip Boots: 1 issue – 2 years

Work Gloves: 4 issue – annually

Specialty Gloves: 1 pair every 2 years

Safety Glasses (non-prescription) 4 pairs – annually

- Clear

- Tinted

Safety vests – 1 issue – quarterly

Hard hats – 1 issue – 3 years

Section 6. Inoculations.

Management agrees to maintain a policy to provide inoculations to protect employees from infectious disease.

Section 7. Medical Examinations.

A. Management will provide a medical examination once every two years for employees whose job responsibilities require them to be in contact with treatment chemicals. In the event of a chemical exposure an employee will be eligible for

examination and such follow up treatment or exam that the City's Health Care Professional shall specify.

B. Those employees whose job responsibilities require a Commercial Driver's License will be required to complete a Department of Transportation (DOT) Medical Examination every two (2) years. DOT medical examinations will be at the expense of the City and completed by a DOT approved medical examiner designated by the City ("DOT Medical Examiner").

1. If the DOT Medical Examiner informs the employee and the Human Resources Department, in writing, that the employee is temporarily (for a period of 90 days or less) unable to perform the essential CDL job functions ("Temporary Period"), the employee shall have the following options:

(a) The employee may request a leave of absence utilizing accrued leave, or

(b) If the employee does not request a leave of absence utilizing accrued leave, the Human Resources Department, in consultation with the Department Head, shall provide the employee with a temporary work assignment which is based upon the employee's essential job functions, excluding those job functions which are necessary for CDL operations.

(c) If the employee's private health care provider determines that medical treatment has been provided to resolve the medical condition causing the employee to be unable to perform CDL functions, the employee shall be allowed to request additional DOT medical examination(s) to further determine whether the employee is able to

perform the essential CDL job functions. Such additional DOT medical examination(s) will be at the expense of the City and completed by a DOT approved medical examiner designated by the City. Any written reports from any such additional DOT medical examination(s) shall be provided to both the City and the employee by the DOT Medical Examiner.

2. If after the Temporary Period, the DOT Medical Examiner determines, through further examination, that the employee will, on a permanent basis, be unable to perform the essential CDL job functions, the Human Resources Department, the department, the employee, and the Union at the employee's request, shall meet and explore options available to the employee which shall include:

(a) Transfer of the employee to a vacant position within the department for which the employee meets the minimum position requirements and can perform all of the essential job functions of that position, or

(b) If a transfer within the department is unavailable, then the transfer of the employee to another department within the City for which the employee meets the minimum position requirements and can perform all of the essential job functions of that position, or

(c) The employee may request a leave of absence, if eligible, or

(d) The employee may seek medical long-term disability, if eligible, or

(e) The employee may elect to retire, if eligible.

(f) If no position is available to the employee with the department or another department within the City, and the employee is not eligible for a leave of absence, disability or retirement, the Human Resources Director may seek termination.

ARTICLE 7 WAGES

Section 1. Pay Periods.

Employees shall be paid according to the pay schedule that is currently in effect for the City of Topeka. The effective date for commencement of the pay rates for each calendar year shall be set forth on the pay matrices in Section 3.

Section 2. Grade and Pay Classification.

Employee pay grades are identified under the following pay classifications:

Pay Classification	Grade
Custodian Utility System Worker I	1
Utility System Worker II	2
Utility System Worker III Water Plant Operator	3
Leadperson Class III Water Plant Operator Water Division Inventory Specialist Electrical/Instrumentation Mechanic I Cross Connection/Backflow Inspector I	4
Foreperson Electrical /Instrumentation Mechanic II Cross Connection/Backflow Inspector II Class IV Water Plant Operator	5

Newly hired employees may be placed in any classification with which they meet the minimum qualifications, if no other bargaining unit member meeting the minimum qualifications applies. A person hired from outside the bargaining unit may be hired up to step 3 of the pay matrix based on education and experience beyond the minimum qualifications for the position.

Section 3. Wage Schedule.

(a) 2018 Wage Matrix

AFSCME (Water) PAY MATRIX 2018 HOURLY PAY SCHEDULES, GRADES & RATES (No increase to 2017 Pay Matrix)

SCHEDULE	DESCRIPTION	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WAT-REG	GRADE 1	W01	12.57	12.76	12.95	13.15	13.35	13.56	13.76	13.97	14.18	14.40	14.61	14.84	15.07	15.29	15.53	15.77	16.00	16.25	16.50	16.74
WAT-REG	GRADE 2	W02	14.82	15.05	15.27	15.50	15.74	15.98	16.22	16.47	16.72	16.98	17.24	17.49	17.76	18.03	18.31	18.58	18.87	19.16	19.45	19.74
WAT-REG	GRADE 3	W03	16.51	16.76	17.02	17.28	17.54	17.80	18.08	18.35	18.64	18.91	19.20	19.50	19.79	20.10	20.40	20.71	21.02	21.35	21.67	22.00
WAT-REG	GRADE 4	W04	18.08	18.35	18.64	18.92	19.20	19.50	19.79	20.10	20.40	20.72	21.03	21.35	21.67	22.00	22.34	22.67	23.02	23.38	23.74	24.09
WAT-REG	GRADE 5	W05	20.08	20.38	20.70	21.01	21.33	21.65	21.98	22.32	22.65	23.00	23.36	23.70	24.07	24.44	24.81	25.19	25.57	25.95	26.35	26.75
WAT-C1	GRADE 2 + CLASS 1 CERTIFICATION	W12	15.07	15.30	15.52	15.75	15.99	16.23	16.47	16.72	16.97	17.23	17.49	17.74	18.01	18.28	18.56	18.83	19.12	19.41	19.70	19.99
WAT-C1	GRADE 3 + CLASS 1 CERTIFICATION	W13	16.76	17.01	17.27	17.53	17.79	18.05	18.33	18.60	18.89	19.16	19.45	19.75	20.04	20.35	20.65	20.96	21.27	21.60	21.92	22.25
WAT-C1	GRADE 4 + CLASS 1 CERTIFICATION	W14	18.33	18.60	18.89	19.17	19.45	19.75	20.04	20.35	20.65	20.97	21.28	21.60	21.92	22.25	22.59	22.92	23.27	23.63	23.99	24.34
WAT-C1	GRADE 5 + CLASS 1 CERTIFICATION	W15	20.33	20.63	20.95	21.26	21.58	21.90	22.23	22.57	22.90	23.25	23.61	23.95	24.32	24.69	25.06	25.44	25.82	26.20	26.60	27.00
WAT-C2	GRADE 2 + CLASS 2 CERTIFICATION	W22	15.32	15.55	15.77	16.00	16.24	16.48	16.72	16.97	17.22	17.48	17.74	17.99	18.26	18.53	18.81	19.08	19.37	19.66	19.95	20.24
WAT-C2	GRADE 3 + CLASS 2 CERTIFICATION	W23	17.01	17.26	17.52	17.78	18.04	18.30	18.58	18.85	19.14	19.41	19.70	20.00	20.29	20.60	20.90	21.21	21.52	21.85	22.17	22.50
WAT-C2	GRADE 4 + CLASS 2 CERTIFICATION	W24	18.58	18.85	19.14	19.42	19.70	20.00	20.29	20.60	20.90	21.22	21.53	21.85	22.17	22.50	22.84	23.17	23.52	23.88	24.24	24.59
WAT-C2	GRADE 5 + CLASS 2 CERTIFICATION	W25	20.58	20.88	21.20	21.51	21.83	22.15	22.48	22.82	23.15	23.50	23.86	24.20	24.57	24.94	25.31	25.69	26.07	26.45	26.85	27.25
WAT-C3	GRADE 2 + CLASS 3 CERTIFICATION	W32	15.57	15.80	16.02	16.25	16.49	16.73	16.97	17.22	17.47	17.73	17.99	18.24	18.51	18.78	19.06	19.33	19.62	19.91	20.20	20.49
WAT-C3	GRADE 3 + CLASS 3 CERTIFICATION	W33	17.26	17.51	17.77	18.03	18.29	18.55	18.83	19.10	19.39	19.66	19.95	20.25	20.54	20.85	21.15	21.46	21.77	22.10	22.42	22.75
WAT-C3	GRADE 4 + CLASS 3 CERTIFICATION	W34	18.83	19.10	19.39	19.67	19.95	20.25	20.54	20.85	21.15	21.47	21.78	22.10	22.42	22.75	23.09	23.42	23.77	24.13	24.49	24.84
WAT-C3	GRADE 5 + CLASS 3 CERTIFICATION	W35	20.83	21.13	21.45	21.76	22.08	22.40	22.73	23.07	23.40	23.75	24.11	24.45	24.82	25.19	25.56	25.94	26.32	26.70	27.10	27.50
WAT-C4	GRADE 2 + CLASS 4 CERTIFICATION	W42	15.82	16.05	16.27	16.50	16.74	16.98	17.22	17.47	17.72	17.98	18.24	18.49	18.76	19.03	19.31	19.58	19.87	20.16	20.45	20.74
WAT-C4	GRADE 3 + CLASS 4 CERTIFICATION	W43	17.51	17.76	18.02	18.28	18.54	18.80	19.08	19.35	19.64	19.91	20.20	20.50	20.79	21.10	21.40	21.71	22.02	22.35	22.67	23.00
WAT-C4	GRADE 4 + CLASS 4 CERTIFICATION	W44	19.08	19.35	19.64	19.92	20.20	20.50	20.79	21.10	21.40	21.72	22.03	22.35	22.67	23.00	23.34	23.67	24.02	24.38	24.74	25.09
WAT-C4	GRADE 5 + CLASS 4 CERTIFICATION	W45	21.08	21.38	21.70	22.01	22.33	22.65	22.98	23.32	23.65	24.00	24.36	24.70	25.07	25.44	25.81	26.19	26.57	26.95	27.35	27.75

(b) 2019 Wage Matrix

AFSCME (Water) PAY MATRIX
2019 HOURLY PAY SCHEDULES, GRADES & RATES
 9% Increase to 2018 matrix
 Effective 12/15/2018

SCHEDULE	DESCRIPTION	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WAT-REG	GRADE 1	W01	13.71	13.91	14.12	14.34	14.56	14.79	15.00	15.23	15.46	15.70	15.93	16.18	16.43	16.67	16.93	17.19	17.44	17.72	17.99	18.25
WAT-REG	GRADE 2	W02	16.16	16.41	16.65	16.90	17.16	17.42	17.68	17.96	18.23	18.51	18.80	19.07	19.36	19.66	19.96	20.26	20.57	20.89	21.21	21.52
WAT-REG	GRADE 3	W03	18.00	18.27	18.56	18.84	19.12	19.41	19.71	20.01	20.32	20.62	20.93	21.26	21.58	21.91	22.24	22.58	22.92	23.28	23.63	23.98
WAT-REG	GRADE 4	W04	19.71	20.01	20.32	20.63	20.93	21.26	21.58	21.91	22.24	22.59	22.93	23.28	23.63	23.98	24.36	24.72	25.10	25.49	25.88	26.26
WAT-REG	GRADE 5	W05	21.89	22.22	22.57	22.91	23.25	23.60	23.96	24.33	24.69	25.07	25.47	25.84	26.24	26.64	27.05	27.46	27.88	28.29	28.73	29.16
WAT-C1	GRADE 2 + CLASS 1 CERTIFICATION	W12	16.41	16.66	16.90	17.15	17.41	17.67	17.93	18.21	18.48	18.76	19.05	19.32	19.61	19.91	20.21	20.51	20.82	21.14	21.46	21.77
WAT-C1	GRADE 3 + CLASS 1 CERTIFICATION	W13	18.25	18.52	18.81	19.09	19.37	19.66	19.96	20.26	20.57	20.87	21.18	21.51	21.83	22.16	22.49	22.83	23.17	23.53	23.88	24.23
WAT-C1	GRADE 4 + CLASS 1 CERTIFICATION	W14	19.96	20.26	20.57	20.88	21.18	21.51	21.83	22.16	22.49	22.84	23.18	23.53	23.88	24.23	24.61	24.97	25.35	25.74	26.13	26.51
WAT-C1	GRADE 5 + CLASS 1 CERTIFICATION	W15	22.14	22.47	22.82	23.16	23.50	23.85	24.21	24.58	24.94	25.32	25.72	26.09	26.49	26.89	27.30	27.71	28.13	28.54	28.98	29.41
WAT-C2	GRADE 2 + CLASS 2 CERTIFICATION	W22	16.66	16.91	17.15	17.40	17.66	17.92	18.18	18.46	18.73	19.01	19.30	19.57	19.86	20.16	20.46	20.76	21.07	21.39	21.71	22.02
WAT-C2	GRADE 3 + CLASS 2 CERTIFICATION	W23	18.50	18.77	19.06	19.34	19.62	19.91	20.21	20.51	20.82	21.12	21.43	21.76	22.08	22.41	22.74	23.08	23.42	23.78	24.13	24.48
WAT-C2	GRADE 4 + CLASS 2 CERTIFICATION	W24	20.21	20.51	20.82	21.13	21.43	21.76	22.08	22.41	22.74	23.09	23.43	23.78	24.13	24.48	24.86	25.22	25.60	25.99	26.38	26.76
WAT-C2	GRADE 5 + CLASS 2 CERTIFICATION	W25	22.39	22.72	23.07	23.41	23.75	24.10	24.46	24.83	25.19	25.57	25.97	26.34	26.74	27.14	27.55	27.96	28.38	28.79	29.23	29.66
WAT-C3	GRADE 2 + CLASS 3 CERTIFICATION	W32	16.91	17.16	17.40	17.65	17.91	18.17	18.43	18.71	18.98	19.26	19.55	19.82	20.11	20.41	20.71	21.01	21.32	21.64	21.96	22.27
WAT-C3	GRADE 3 + CLASS 3 CERTIFICATION	W33	18.75	19.02	19.31	19.59	19.87	20.16	20.46	20.76	21.07	21.37	21.68	22.01	22.33	22.66	22.99	23.33	23.67	24.03	24.38	24.73
WAT-C3	GRADE 4 + CLASS 3 CERTIFICATION	W34	20.46	20.76	21.07	21.38	21.68	22.01	22.33	22.66	22.99	23.34	23.68	24.03	24.38	24.73	25.11	25.47	25.85	26.24	26.63	27.01
WAT-C3	GRADE 5 + CLASS 3 CERTIFICATION	W35	22.64	22.97	23.32	23.66	24.00	24.35	24.71	25.08	25.44	25.82	26.22	26.59	26.99	27.39	27.80	28.21	28.63	29.04	29.48	29.91
WAT-C4	GRADE 2 + CLASS 4 CERTIFICATION	W42	17.16	17.41	17.65	17.90	18.16	18.42	18.68	18.96	19.23	19.51	19.80	20.07	20.36	20.66	20.96	21.26	21.57	21.89	22.21	22.52
WAT-C4	GRADE 3 + CLASS 4 CERTIFICATION	W43	19.00	19.27	19.56	19.84	20.12	20.41	20.71	21.01	21.32	21.62	21.93	22.26	22.58	22.91	23.24	23.58	23.92	24.28	24.63	24.98
WAT-C4	GRADE 4 + CLASS 4 CERTIFICATION	W44	20.71	21.01	21.32	21.63	21.93	22.26	22.58	22.91	23.24	23.59	23.93	24.28	24.63	24.98	25.36	25.72	26.10	26.49	26.88	27.26
WAT-C4	GRADE 5 + CLASS 4 CERTIFICATION	W45	22.89	23.22	23.57	23.91	24.25	24.60	24.96	25.33	25.69	26.07	26.47	26.84	27.24	27.64	28.05	28.46	28.88	29.29	29.73	30.16

(c) 2020 Wage Matrix

AFSCME (Water) PAY MATRIX
2020 HOURLY PAY SCHEDULES, GRADES & RATES

3.5% Increase to 2019 matrix

Effective 12/14/2019

SCHEDULE	DESCRIPTION	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WAT-REG	GRADE 1	W01	14.19	14.40	14.62	14.85	15.07	15.31	15.53	15.77	16.01	16.25	16.49	16.75	17.01	17.26	17.53	17.80	18.06	18.35	18.62	18.89
WAT-REG	GRADE 2	W02	16.73	16.99	17.24	17.50	17.77	18.03	18.30	18.59	18.87	19.16	19.46	19.74	20.04	20.35	20.66	20.97	21.29	21.63	21.96	22.28
WAT-REG	GRADE 3	W03	18.63	18.91	19.21	19.50	19.79	20.09	20.40	20.72	21.04	21.35	21.67	22.01	22.34	22.68	23.02	23.38	23.73	24.10	24.46	24.82
WAT-REG	GRADE 4	W04	20.40	20.72	21.04	21.36	21.67	22.01	22.34	22.68	23.02	23.39	23.74	24.10	24.46	24.82	25.22	25.59	25.98	26.39	26.79	27.18
WAT-REG	GRADE 5	W05	22.66	23.00	23.36	23.72	24.07	24.43	24.80	25.19	25.56	25.95	26.37	26.75	27.16	27.58	28.00	28.43	28.86	29.29	29.74	30.19
WAT-C1	GRADE 2 + CLASS 1 CERTIFICATION	W12	16.98	17.24	17.49	17.75	18.02	18.28	18.55	18.84	19.12	19.41	19.71	19.99	20.29	20.60	20.91	21.22	21.54	21.88	22.21	22.53
WAT-C1	GRADE 3 + CLASS 1 CERTIFICATION	W13	18.88	19.16	19.46	19.75	20.04	20.34	20.65	20.97	21.29	21.60	21.92	22.26	22.59	22.93	23.27	23.63	23.98	24.35	24.71	25.07
WAT-C1	GRADE 4 + CLASS 1 CERTIFICATION	W14	20.65	20.97	21.29	21.61	21.92	22.26	22.59	22.93	23.27	23.64	23.99	24.35	24.71	25.07	25.47	25.84	26.23	26.64	27.04	27.43
WAT-C1	GRADE 5 + CLASS 1 CERTIFICATION	W15	22.91	23.25	23.61	23.97	24.32	24.68	25.05	25.44	25.81	26.20	26.62	27.00	27.41	27.83	28.25	28.68	29.11	29.54	29.99	30.44
WAT-C2	GRADE 2 + CLASS 2 CERTIFICATION	W22	17.23	17.49	17.74	18.00	18.27	18.53	18.80	19.09	19.37	19.66	19.96	20.24	20.54	20.85	21.16	21.47	21.79	22.13	22.46	22.78
WAT-C2	GRADE 3 + CLASS 2 CERTIFICATION	W23	19.13	19.41	19.71	20.00	20.29	20.59	20.90	21.22	21.54	21.85	22.17	22.51	22.84	23.18	23.52	23.88	24.23	24.60	24.96	25.32
WAT-C2	GRADE 4 + CLASS 2 CERTIFICATION	W24	20.90	21.22	21.54	21.86	22.17	22.51	22.84	23.18	23.52	23.89	24.24	24.60	24.96	25.32	25.72	26.09	26.48	26.89	27.29	27.68
WAT-C2	GRADE 5 + CLASS 2 CERTIFICATION	W25	23.16	23.50	23.86	24.22	24.57	24.93	25.30	25.69	26.06	26.45	26.87	27.25	27.66	28.08	28.50	28.93	29.36	29.79	30.24	30.69
WAT-C3	GRADE 2 + CLASS 3 CERTIFICATION	W32	17.48	17.74	17.99	18.25	18.52	18.78	19.05	19.34	19.62	19.91	20.21	20.49	20.79	21.10	21.41	21.72	22.04	22.38	22.71	23.03
WAT-C3	GRADE 3 + CLASS 3 CERTIFICATION	W33	19.38	19.66	19.96	20.25	20.54	20.84	21.15	21.47	21.79	22.10	22.42	22.76	23.09	23.43	23.77	24.13	24.48	24.85	25.21	25.57
WAT-C3	GRADE 4 + CLASS 3 CERTIFICATION	W34	21.15	21.47	21.79	22.11	22.42	22.76	23.09	23.43	23.77	24.14	24.49	24.85	25.21	25.57	25.97	26.34	26.73	27.14	27.54	27.93
WAT-C3	GRADE 5 + CLASS 3 CERTIFICATION	W35	23.41	23.75	24.11	24.47	24.82	25.18	25.55	25.94	26.31	26.70	27.12	27.50	27.91	28.33	28.75	29.18	29.61	30.04	30.49	30.94
WAT-C4	GRADE 2 + CLASS 4 CERTIFICATION	W42	17.73	17.99	18.24	18.50	18.77	19.03	19.30	19.59	19.87	20.16	20.46	20.74	21.04	21.35	21.66	21.97	22.29	22.63	22.96	23.28
WAT-C4	GRADE 3 + CLASS 4 CERTIFICATION	W43	19.63	19.91	20.21	20.50	20.79	21.09	21.40	21.72	22.04	22.35	22.67	23.01	23.34	23.68	24.02	24.38	24.73	25.10	25.46	25.82
WAT-C4	GRADE 4 + CLASS 4 CERTIFICATION	W44	21.40	21.72	22.04	22.36	22.67	23.01	23.34	23.68	24.02	24.39	24.74	25.10	25.46	25.82	26.22	26.59	26.98	27.39	27.79	28.18
WAT-C4	GRADE 5 + CLASS 4 CERTIFICATION	W45	23.66	24.00	24.36	24.72	25.07	25.43	25.80	26.19	26.56	26.95	27.37	27.75	28.16	28.58	29.00	29.43	29.86	30.29	30.74	31.19

Section 4. Wage Schedule Administration.

A. Probationary Steps. New hire probationary employees successfully completing their probation period will receive a one (1) step increase in pay. New hire probationary employees will not be eligible for a step increase until their probationary period is successfully completed. For employees that successfully completed probation in 2018, the probationary step increase will commence the first pay period of 2019. The Cross Connection/Backflow Inspector must be certified in their field within six (6) months after obtaining this position to pass probation.

B. Anniversary Steps for 2018. Employees are eligible to receive a one (1) step pay increase for the calendar year 2018, within the steps identified in Section 3, which will commence the first pay period of 2019, if they meet the following eligibility:

1. No Level 3 or 4 disciplinary actions on the employee's record between his/her 2017 and 2018 anniversary dates.
2. The employee receives an overall annual performance evaluation for the previous year of "Meets Expectations" or better rating.

C. Anniversary Steps for 2019 and 2020. Employees are eligible to receive a one (1) step pay increase in 2019 and 2020, within the steps identified in Section 3, on the anniversary date of new hire or promotion, whichever is applicable, if they meet the following eligibility:

1. No Level 3 or 4 disciplinary actions on the employee's record since his/her anniversary date.
2. The employee receives an overall annual performance evaluation for the previous year of "Meets Expectations" or better rating.

D. Any new add pays or add pay increases in Article 7, Sections 5, 7, 8, 10, 11, and 13 shall not commence until the first full pay period of 2019.

Section 5. Promotions.

A. An employee who is promoted to a higher pay classification will be placed in the step that gives that employee at least a three percent (3%) pay increase. Such promotion establishes the employee's anniversary date for the purposes of this Section. If the promoted employee is within six (6) months or less of having been eligible for their anniversary step increase at their former/lower classification prior to their promotion, they, if eligible, shall receive an anniversary step added to their wages on the date that it would have come due had they not accepted the promotion. Thereafter all Step increases will come due on the newly established promotion anniversary.

B. Utility System Worker Grade II employees are eligible but not entitled after three years three months (3.3) of service as a permanent employee to be promoted to Utility System Worker Grade III, if the employee is rated satisfactorily by Management and meets the minimum qualifications for position.

Section 6. Reporting Time.

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

Section 7. Call-Back Time.

A. Any employee called back to work outside of his/her regularly scheduled shift shall be compensated at the employee's overtime rate for a minimum of three (3) hours or for the actual number of hours worked, whichever is greater. However, in no

case shall an employee be compensated for both call-back time and actual hours worked. Call-back will only apply to the first time an employee is called back to work. The twenty-four (24) hour call time period for the purpose of this Section and the following Section shall be defined as beginning at the end of the normal work shift and continuing until 7:00 a.m. the next morning and from 7:00 a.m. to the following 7:00 a.m. on unscheduled workdays (typically weekends and holidays). If the employee is required to work a total of three (3) hours or more, the standard overtime and/or regular pay provisions shall apply depending on individual eligibility for overtime or regular compensation. Call-back time paid during an observed holiday will be paid at double time. Only one minimum three (3) hour call-back time allowance shall be provided per twenty-four (24) hour call-back time period.

B. Employees while in standby status shall receive overtime rates of pay or regular pay depending on individual eligibility for overtime or regular compensation, in lieu of call-back time, for hours worked to receive and make phone calls that do not require reporting to a job site.

Section 8. Standby.

Any employee selected by Management as being on standby during non-normal work hours and specifically designated as a standby employee shall be compensated one (1) hour standby pay for each segment of time. Segment of time shall be defined as follows:

1. Segment one begins 7:00 am – 3:00 pm
2. Segment two begins 3:00 pm – 11:00 pm
3. Segment three begins 11:00 pm – 7:00 am

All standby pay will be compensated at regular straight time pay.

Section 9. Operator Incentive.

Plant Operators holding a Class IV operator's license will be paid at Grade 5 for pay purposes. Plant Operators holding a Class III operator's license will be paid at Grade 4 for pay purposes. They will go to the step in Grade 4 or 5, as applicable, that gives them at least a three percent (3%) pay increase and advance from that step. Such pay will commence the first full pay period after the employee shows proof of Class III or IV license. Such promotion establishes the employee's anniversary date for the purposes of this Section.

Section 10. Shift Differential.

Permanent employees assigned to work a regularly scheduled shift which starts at or after 12:00 noon but before 6:00 a.m. on a weekday or any regularly scheduled shift on Saturday or Sunday shall be paid an additional one dollar (\$1.00) per hour while working that shift.

Section 11. Hazardous Material Team.

Each employee assigned to the Hazardous Material Team shall be paid an additional one dollar (\$1.00) per hour based on actual hours worked.

Section 12. Bilingual Pay.

Any employee who has been tested and designated by Management as a bilingual employee shall be paid a lump-sum bonus of two hundred fifty dollars (\$250.00) during the first full pay period of each year.

Section 13. Voluntary Certification.

An employee in Pay Grades two (2) through five (5) who already possesses or earns a National Association of Boards of Certifications (ABC) or State of Kansas

certification shall be entitled cumulatively to an additional twenty five cents (\$0.25) per hour increase in salary for the first such (Class I) certification; twenty five cents (\$0.25) per hour for the second (Class II) certification; twenty five cents (\$0.25) per hour for the third (Class III) certification; and twenty five cents (\$0.25) per hour for the fourth (Class IV) certification, or an overall one dollar (\$1:00) per hour maximum for all four (4) classes. Because the certifications need not be obtained sequentially, a bargaining unit member who attempts and qualifies for a class above his/her next numerical progression will be compensated on the basis of the actual level achieved. The effective date for pre-existing certifications shall be January 1st, 2010; for any certifications thereafter, the effective date shall be the first day of the first full pay period following the date awarded. In order to continue to receive an incentive as stated above, an employee must, prior to expiration, present evidence of certification renewal at the Class Level being compensated. A failure to maintain or loss of certification for any reason shall result in corresponding reductions in salary effective the first day of the first full pay period after the lapse.

Plant Operators holding a Class III or IV operator's license will be paid in accordance with Article 7, Section 9. In addition, such Operators shall be eligible for further incentives for acquiring either their Distribution Certifications/License or Wastewater Treatment Plant Operator (WTPO) certification/license at the Class I through IV levels, with the same monetary progressive schedule as spelled out above. As with movement to the Class IV category, the effective date of Distribution Certification/License or Wastewater Treatment Plant Operator Certification/License, incentives shall be paid the first day of the first full pay period following authentication of

receipt. Consistent with the above stated certification renewal and retention requirements, Distribution Certification/License or Wastewater Treatment Plant Operator Certification/License must be maintained in order to continue to receive authorized incentives.

Section 14. Trainer Pay.

Employees shall be entitled to an additional compensation of one dollar (\$1.00) per hour as a training incentive for the actual time engaged in providing the training if the following conditions are met:

1. Approval by Management of the proposed training topic and curriculum. Such decision shall be based on the relevance and applicability of the proposed topic in light of its relevance to the work performed by the division or department.
2. The employee achieve and maintain certification or successfully complete dedicated coursework and maintain their proficiency or expertise in the training subject matter.
3. The employee prepare a curriculum including testing materials for the training subject.

Section 15. Performance Evaluations.

A. The purpose of the employee performance evaluation shall be to inform employees of how well they are performing their work and how they can improve their work performance. Employees' performance evaluations shall be required at the end of every probationary period. After the probationary period, employees shall be evaluated annually (2080 hours). The Department Head may require more frequent evaluations if the employee's job performance merits. The City shall inform the employee in writing,

within fourteen (14) days of the end of the probation period, of their successful completion, or failure to complete the probationary period. Annual evaluations shall be completed within thirty (30) days of the scheduled performance evaluation. The Department Director will establish the cycle for the annual performance evaluation with notification being made to the employee as to when the performance evaluation cycle will occur. Whenever possible, the performance review shall be conducted by the employee's immediate supervisor. Failure to perform the above cited evaluation shall mean the employee has been deemed to satisfy the requirements of at least a "Meets Expectations" overall rating.

B. The evaluation will be derived from the employee's position description. The position description will contain actual duties. The performance appraisals shall be comprised of measurable standards of performance from the position description. The ratings shall be made annually on forms reflecting the performance requirements. Each employee subject to evaluation shall be provided with a copy of his/her position description and a set of performance standards at the beginning of each evaluation period. Performance evaluations shall be confidential and shall be made available only to the employee evaluated, their supervisor and managers or department head, the Human Resources Director, the City Manager, any person designated by the employee, and any individual who may reasonably need access to the performance evaluations as required for legal actions including the resolution of grievances. The employee shall be provided with a copy of the completed evaluation. The performance evaluation form shall contain a provision that notifies the employee of his/her appeal rights.

C. Any employee who has received a “Needs Improvement” rating may appeal that evaluation by filing notice of intent with the department head within fourteen (14) days of delivery of the evaluation. The notice of intent to appeal performance evaluation rating shall be in writing and include the portion(s) of the evaluation that is being appealed and state the desired remedy sought through the appeal process. The appeal procedure is set forth below:

1. On receipt of notice of an appeal, the department head shall, within five (5) working days, select one person to serve as the City’s representative to serve on the appeal committee and shall notify the employee filing the appeal of the name of the person selected to serve. The person selected to serve on the appeals committee shall be a benefit eligible employee of the City.

2. The employee filing the appeal shall, within five (5) working days of the filing, select one (1) person to serve as their representative to serve on the appeals committee and shall notify the department head of the name of the person selected to serve. The person selected to serve shall be a benefit eligible employee of the City.

3. The persons selected pursuant to 1 and 2 above shall meet within five (5) working days of notification of their appointment to select a chairperson to serve on the appeals committee. The person selected as chairperson shall be a permanent employee of the City. In the event the two persons selected by the department head and the employee filing the appeal cannot agree on a neutral chairperson, then management and the union shall meet and decide upon a neutral chairperson.

4. The appeals committee shall schedule a hearing within five (5) working days of the appointment of the chairperson. Time spent serving on the appeals committee shall be considered as hours worked.

5. The person filing the appeal shall have the right to call as a witness any individual having knowledge of the ability of the employee to perform the job providing that the witness shall have the right to refuse to testify regarding the ability of the employee to perform the job.

6. The supervisor who performed the evaluation shall appear at the hearing and explain the basis for the evaluation as it was written.

7. The appeals committee shall, within five (5) working days of the hearing, either sustain the performance evaluation or make a determination which is based on the committee majority decision that the performance evaluation warrants a change to be made to the rating. The majority decision shall be supported by written findings. The committee's recommendation shall be forwarded to the department head to initiate a rating change if recommended by the committee. The majority decision, including the written findings, shall be also provided to the employee filing the appeal.

D. Performance evaluation ratings are not subject to the grievance procedure as the grievance procedure does not afford the opportunity to change a specific performance rating. Provided however, that if the first notice the employee receives of a grievable matter is through the performance evaluation, the employee shall have the right to grieve that matter, in accordance with the grievance provisions set forth in

Article 10 of this Agreement. The performance rating is not subject to the grievance procedure.

Section 16. Wage Comparability Study.

Union and Management jointly conducted a wage comparability study during 2016 and 2017. A copy of the final report entitled "AFSCME Water Salary/Comparability Study" is attached here as Appendix A.

Section 17. Large Meter Crew.

Employees that have earned a large meter certification and are assigned to the large meter crew shall receive an additional twenty-five cents (\$0.25) an hour.

ARTICLE 8 OVERTIME

Section 1. Definition of Overtime.

Overtime is defined as all hours actually worked in excess of forty (40) hours per week. Holiday leave, personal leave, vacation leave, voting time, funeral leave, family crisis leave, and jury/civic duty leave shall be considered hours worked for the purpose of calculating overtime and such other types of leave that are compensable under the FLSA and considered hours worked for the purpose of calculating overtime. Overtime work must be approved by Management and shall be calculated to the nearest one-quarter (1/4) hour. Sick leave and compensatory time are not counted as hours worked for the purpose of calculating overtime.

Section 2. Temporary Employees.

Temporary Employees are limited to working overtime only when all trained and qualified permanent employees have been offered and declined.

Section 3. Overtime Compensation.

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

(b) Compensatory Time. Compensatory time shall be given in accordance with the provisions of the FLSA. At the employee's election and subject to concurrence by the Supervisor/Manager, hours normally classified as overtime and eligible for compensation at one and one-half (1½) times the employee's regular rate of pay may instead be designated as the equivalent in compensatory time and utilized as leave. Such election shall, however, be subject to a maximum accrual of forty-eight (48) hours. The Division Head may determine a temporary greater maximum accrual. All accrued

unused compensatory time earned in pay periods 25 and 26 of the previous year and pay periods 1 through 24 of the current year will be paid out on the pay date for pay period 26.

(c) Request for usage. Requests for use of compensatory time shall follow the same procedure as use of vacation.

Section 4. Deferments.

A. Employees on a particular list may request deferral until the list has been exhausted. An employee who has requested deferral must remain available until the Employer has satisfactorily secured enough employees to work the overtime. The Employer shall notify the employee requesting deferral of his/her release when sufficient employees have been secured. The employee deferred shall report to duty upon the second notice.

B. Any employee excused or deferred from overtime will have the amount of time on the particular accumulated overtime list adjusted the same as if he/she had worked.

C. Once an overtime work assignment is made to employees from the overtime lists, it shall be the employee's responsibility to complete the work assignment. In the event an employee cannot complete the work assignment for personal reasons after the normal quitting time, it shall be that employee's responsibility to find another employee with the same job classification or one higher classification except for the Forepersons which could find a Lead Person to complete the assignment. Provided however, management may permit substitution for an even higher classification in the

event that the employee cannot find a replacement in the same or one higher classification.

Section 5. Employee's Obligations to Perform Overtime Work.

No employee shall have the right to refuse a call for overtime work. The Employer may excuse employees for overtime work under circumstances which Management deems appropriate, provided the assigned employee finds a qualified replacement in the same job classification or one higher classification except for the Foreperson which could find a Lead Person to fulfill his or her overtime commitment. Provided however, management may permit substitution for any classification in the event that the employee cannot find a replacement in the classification required above. Each such occurrence shall be considered by Management on a case-by-case basis.

Section 6. Special Circumstances.

The Employer or the primary foreperson on call shall retain the right to call any employee in to work overtime without regard to the accumulated overtime list if, in the opinion of Management, a particular employee's job skills or knowledge is required or if due to the nature of the emergency a delay in reporting time could be encountered.

Section 7. Posting of Lists.

All overtime lists for each section or work crew shall remain available for review by the employees.

Section 8. Fatigue and Sleep Time.

A. Employees shall not work more than twenty-four (24) hours without management approval; provided however, no prior approval of management shall be required in the case of emergency and/or exigent circumstances, as determined by the

employee(s), or the immediate unavailability of management. An employee shall not be disciplined who is in compliance with this Section.

B. Sleep time is authorized time for employees to be off from regular work shift due to fatigue from working overtime.

C. Employees working a regular shift, not on standby/call status, will ordinarily be required to report for their regular shift or any portion thereof eight (8) hours after completion of overtime work; provided however, in the event the employee is on second shift, the employee will be required to report seven (7) hours after completion of overtime work.

1. If the employee works past 3:00 a.m. he or she will be permitted twelve hours after the completion of the overtime work before being required to report for his or her regular shift.

2. If the employee has worked 48 hours or more in the previous 72 hours or 18 hours or more in the previous 24 hours, the employee will be permitted twelve (12) hours after the completion of the overtime work before being required to report for his or her regular shift.

3. Employees will be permitted to use sleep time for the portion of the subsequent work day which is covered by the eight (8) or twelve (12) hour period.

D. Employees assigned to standby/call list for a specific week shall be exempt from the provisions of subsection C.

E. Beginning in January of 2018 Management and the Union will create a committee to examine the sleep time issue and work together to identify possible solutions to prevent employees from having to work more than twenty-four (24) straight hours. The committee will meet at least quarterly and will be composed of equal number of members from the Union and Management.

Section 9. Distribution of Overtime Work.

Overtime work shall be distributed to employees as per the following methods:

A. Meter Services, Water Services, Technical Services, Plant Maintenance and Operations Employees. Overtime shall be assigned in a fair and equitable manner to all employees who normally perform such duties, provided, however, that such employees have received adequate training for the required job duties and have demonstrated the ability to perform the required job duties as determined by Management.

B. Water Services (Distribution) Employees.

1. If the Standby Foreperson requires additional employees other than members of his/her crew, then he/she shall be responsible for having other employees on the Additional Overtime List called out for the overtime work. The first time it is necessary for the Foreperson to call employees outside his/her crew, the first employee with the most seniority on the Additional Overtime List shall be called. For each subsequent time that it is necessary for the Foreperson to call employees outside his/her crew, the Standby Foreperson shall call the employee after the last one who was contacted for the last overtime opportunity, thus rotating the seniority list for purposes of offering overtime. Any employee unavailable for overtime shall not be offered overtime again until the entire list in said category or classification has been exhausted, provided, any employee who has been called out for an emergency and is still on emergency duty may be required to continue to work as long as any other emergencies exist. Any time an employee is on assigned standby, he/she will be bypassed on the Additional Overtime List.

2. If an employee becomes fatigued when working overtime, then he/she may inform the Foreperson in charge of his/her crew that he/she is fatigued and request that a replacement be found. The Foreperson, upon receiving such a request, using the Additional Overtime List, shall then seek an employee to replace the fatigued employee, and upon the replacement employee's arrival, the Foreperson shall release the fatigued employee to go home.

Section 10. Emergency Standby/Call Lists.

Employees that are assigned to standby will be on a seven (7) day rotational basis using standby/call lists and will be paid standby in accordance with Article 7, Section 8, except for Plant Operators who will be assigned standby in accordance with Section D.

A. Water Services Emergency Standby – Standby/Call list will consist of, as a minimum, a Foreperson and two (2) other qualified employees. Other qualified employees will be called in if needed.

B. Plant Maintenance Emergency Standby – Plant Maintenance employees, if assigned to standby, will have a consolidated list consisting of all qualified employees that shall be maintained by seniority and in rotational order with one (1) person on emergency call each week.

C. Meter Services Section Standby – Meter Services Section employees, if assigned to standby, will have a consolidated list consisting of all qualified employees that shall be maintained by seniority and in rotational order with one (1) person on emergency call each week.

D. Plant Operators Emergency Standby – When Plant Operators are assigned a maintenance day, they shall also be placed on standby for the segments outside of the scheduled shift. Provided however, in the event that more than one Plant Operator is scheduled for a maintenance day, only one Plant Operator shall be placed on standby and eligible for standby pay. The standby assignment shall be rotated between the Plant Operators on a weekly basis.

ARTICLE 9 DISCIPLINE AND DISCHARGE

Section 1. Progressive Discipline.

Management shall apply the concept of progressive discipline for offenses of a nature not serious enough to warrant immediate suspension or discharge and shall point out deficiencies in work at the time, or as soon as practicable following knowledge of problems. Management shall strive to make suggestions and corrections in a constructive and helpful manner. Corrective action and suggestions should not be construed or mistaken for disciplinary action. When disciplinary action or other corrective measures are warranted for just cause, they may include the following but may not necessarily be initiated in this order:

Documented Oral Reprimand (Level 1) - Management must inform the employee that he/she is receiving a Documented Oral Reprimand and of his/her right to Union representation, which shall be provided if so requested. The employee shall also be given reasons for such discipline.

Written reprimand (Level 2) - Notice to be given in writing.

Suspension (Level 3) - Notice to be given in writing.

Discharge (Level 4) - Notice to be given in writing.

Whenever appropriate, employees shall be referred to the Employee Assistance Program for assistance in dealing with outside influences that are affecting their job performance.

Compliance with City, Department and Division rules are necessary for safe and efficient operations and to maintain sound relationships with employees. Below is a listing of certain offenses which the Employer feels are of such a serious nature as to

warrant immediate discharge or suspension. The Employer shall have the absolute and unalterable right to terminate or suspend for just cause an employee immediately and without any prior notice of any kind for the violation of these rules. Related and mitigating factors may be considered when determining the action to take. The list of offenses presented herein does not purport to be all-inclusive.

1. Refusing to perform work assignments.
2. Leaving work assignment and/or City property without permission.
3. Possession of intoxicating beverages or illegal drugs on City property.
4. Possession of any type of firearm, explosives, or concealed weapon in violation of federal or state law or any City policies.
5. Removal of any City property from City premises for the employee's personal use and/or the disposal of any property without the written approval of Management.
6. Knowingly falsifying information to the City.
7. Using threatening language to a supervisor or striking a supervisor.
8. Fighting on City property, including striking a fellow employee or the striking of a supervisor or threatening a fellow employee or supervisor with apparent intent to cause bodily harm.
9. Soliciting or performing work during working hours other than for the Employer.
10. Consumption of alcohol or use of drugs or in a condition unable to perform duties because of the consumption of alcohol or use of drugs.
11. Willful and/or reckless neglect of duty.

12. Failure to return to the job after an approved leave of absence or failure to return to the job after any other permitted departure.

13. Conducting personal business during work hours without approval by Management.

14. Conviction of a crime involving dishonesty or a threat or act of violence.

The preceding list does not limit Management's right to take appropriate corrective or disciplinary action for just cause as needed. Any employee receiving a corrective or disciplinary action shall sign any such action to acknowledge receipt of the action. Provided, if the employee refuses to sign, the Union Representative, if present, may be requested to sign the action acknowledging the employee was advised of the action. Employees may request the presence of a Union Representative at disciplinary proceedings.

A permanent employee, as defined in Article 2, Paragraph C of this Agreement, may be removed for just cause. Any employee removed for just cause shall be given written notice of his/her dismissal stating the cause for removal. Any employee dismissed for just cause shall be removed from the payroll immediately.

Section 2. Manner of Discipline.

If the Employer has reason to counsel/discipline an employee, it shall normally be done in a private setting, not before other employees or the public, and with Union representation if requested.

Section 3. Notification and Measure of Disciplinary Action.

Management will inform the Union of pending disciplinary actions within fifteen (15) working days after Management becomes aware of an incident.

For discipline other than documented oral reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, Management shall notify the Union of the meeting and then shall meet with the employee involved and inform him/her of the reason for such contemplated disciplinary action. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union Representative shall be given the opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested. If the employee does not request Union representation, a Union Representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, Management shall promptly furnish the employee and the Union, in writing, a clear and concise statement of the reasons therefore. Once the measure of discipline is determined and imposed, Management shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

An employee shall be entitled to the presence of a Union Representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

Section 4. Limitations on the Use of Disciplinary Actions in an Employee's Personnel File.

Disciplinary actions for offenses of a nature not serious enough to warrant immediate suspension or termination shall not be used for employment decisions relating to the employee including progressive disciplinary actions, or promotional opportunities if the employee receives no additional disciplinary actions for offenses of a similar nature for a period of two (2) years.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 1. Definitions.

A grievance is defined to be any matter(s) involving an alleged violation of this Agreement occurring, during its term only, by the Employer as a result of which the aggrieved employee maintains that the employee's rights or privileges have been violated by reason of the Employer's interpretation or application of the provisions of this Agreement. Such matter(s) shall be exclusively resolved in accordance with the procedure herein provided. Both parties agree to keep the grievance procedure free of non-meritorious grievances claims.

Section 2. Applicability.

This process shall apply to permanent employees in the bargaining unit. Provided, however, initial probationary employees may utilize the grievance procedure for benefit issues only.

Section 3. Representation.

The Union shall be the exclusive representative of all the employees in the bargaining unit for the purposes of presenting to and discussing with the Employer grievances of any and all such employees arising from such employment.

Section 4. Union Grievances.

Employees, groups of employees, or Union designees who are members of the bargaining unit shall have the right to initiate a grievance when any provision of this Agreement has been violated or when the Employer's interpretation of the terms and provisions of this Agreement leads to a controversy with the Union over application of

the terms or provisions of this Agreement. Only the Union or the City may proceed with a grievance beyond Step 3.

Section 5. Steward System.

The Employer agrees to recognize stewards who have been designated by the Union to serve in this capacity. The number of stewards and/or alternates selected from among permanent employees in each appropriate unit will not exceed seven (7) stewards and/or alternates. One of the stewards selected by the Union shall be designated as the Chief Steward.

The Union agrees to provide the Employer a list of all stewards, designating their assignment as a regular or alternate steward. The Employer agrees to provide a list of all supervisors, designating the area of the appropriate unit in which they serve as a supervisor. The Chief Steward is not restricted to any area in performing assigned functions as long as the Chief Steward remains within boundaries of the appropriate bargaining units. The steward list will be maintained on a current basis.

Stewards shall be allowed reasonable time during working hours, without loss of pay or leave, for the sole purpose of investigating grievances in the appropriate bargaining unit represented by the steward. Reasonable time for this purpose shall be interpreted to mean not more than sixty (60) minutes per week. Extensions of this time limit may be authorized by Management and will not be unreasonably denied. Before leaving the assigned work area, the steward will notify the immediate supervisor who is not in the bargaining unit and advise:

1. That the absence will involve Union business as it relates to possible grievances: and

2. The location to which the steward is going.

It is understood that the work and service provided by the Employer are the primary concern and such requests for absence on Union business will reflect that concern. If the supervisor feels that the steward cannot be excused at the requested time, the supervisor will make arrangements as soon as practical so the steward may be excused. On arriving at the destination, the steward will seek out the designated supervisor and advise:

1. The purpose of the steward's visit; and
2. The name of the employee to be seen.

The supervisor normally will make the employee available. If the employee is not available because of work demands, the supervisor will make arrangements, without undue delay, to make the employee available.

Alternate stewards will function as stewards in the absence of the regular stewards and will observe the procedures set forth in this Section.

The Chief Steward will be allowed two (2) hours per week for investigating grievances.

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

The number of authorized stewards is subject to modification upon mutual agreement by the parties.

Section 6. Procedure.

The Employer and the Union agree to the following exclusive procedure of presenting and adjusting grievances which must be processed in accordance with the

steps, time limits, and conditions listed below. Time limits will not begin until notice and/or responses are given to the appropriate individuals including employee, Employer, and Union. The parties may by mutual agreement have the ability to skip steps one (1) through three (3) in an effort to expedite the grievance process. Such consent shall not be unreasonably withheld.

STEP 1: The aggrieved employee shall bring a potential grievance to his or her supervisor within ten (10) business days of the incident giving rise to the potential grievance. In the event that the supervisor and the aggrieved employee and his or her Union Representative are unable to informally resolve the matter the aggrieved employee and/or his/her Union Representative shall reduce the grievance to writing and file the formal grievance with the Section Manager within ten (10) business days of the completion of the discussions with the supervisor. The grievance shall be signed by the employee and by the Union Representative and shall set forth the facts of the dispute, the relief sought, and shall refer to the specific provision or provisions of the contract alleged to have been violated. In the event the employee is unavailable to sign the grievance, the employee may authorize the Union Representative to sign as his or her designee. The Section Manager shall schedule and hold a meeting with the employee and his or her Union Representative to discuss the grievance. Such meeting shall be scheduled within ten (10) business days from receipt of the grievance. The Section Manager shall give his/her written answer within ten (10) business days after the meeting.

STEP 2: In the event the grievance is not resolved at Step 1 to the satisfaction of the grievant, , the grievant may file the grievance within ten (10) business days with the Division Director. Second step grievance discussions shall take place at a meeting with the Division Director and the Union Representative and employee. Such meeting shall be scheduled and held within ten (10) business days. The Division Director shall give his/her written answer within ten (10) business days after the close of discussion.

STEP 3: In the event the grievance is not resolved at step 2 to the satisfaction of the grievant, he/she may, within five (5) business days, file the grievance with the Department Director. The Department Director shall conduct

a meeting with the grievant and his/her Union Representative and shall within ten (10) business days deliver his/her written response to the grievant and the Union.

STEP 4: If the Union does not consider the matter resolved at step 3, the Union may, within five (5) business days, file the grievance with the Human Resources Department. Representatives of the Human Resources Department shall investigate and shall conduct an informal hearing into the matter giving all parties and opportunity to state their positions. The representative of the Human Resources Department shall provide an answer to the matter within fifteen (15) business days of receipt of the grievance.

STEP 5: The answer of the representative of the Human Resources Department shall be final unless the grievance is appealed to arbitration by the Union, giving written notice of the intent to arbitrate to the Human Resources Department within fifteen (15) business days after receipt of the final answer.

Section 7. Arbitration.

If the grievance is appealed to arbitration by the Union, the Union will provide payment for one half of the expense to obtain an initial roster of arbitrators within fifteen (15) business days of the notification of the intent to arbitrate or any request for a list of arbitrators. Failure to submit payment for the roster within fifteen (15) business days of filing a notice of intent to arbitrate will result in a withdrawal of the notice and the matter will be considered settled on the basis of the City's last answer. Upon receipt of payment from the Union, the City shall request a panel of five (5) arbitrators from one of the following as mutually agreed: the Federal Mediation & Conciliation Service, American Arbitration Association, or the Kansas Public Employee Relations Board. Should the first panel of arbitrators be found to be unacceptable, then either party may request that a second panel of arbitrators be obtained. The alternate striking method shall be utilized with the Union to strike the first name from the panel and then each party shall in turn strike a name until one arbitrator is left. The arbitrator shall be notified

of the selection by a letter. Both parties agree to provide the other party with a list of all known witnesses to be used in the arbitration hearing at least fifteen (15) business days prior to the arbitration hearing. If evidence not presented at Step 5 of this procedure is to be used at the arbitration hearing, the evidence shall be exchanged at least fifteen (15) business days prior to the arbitration hearing or the arbitrator may grant a continuance of the hearing at the request of the party who did not receive the evidence in advance.

Section 8. Authority of Arbitrator.

Only one grievance may be decided by the arbitrator at any hearing unless the parties mutually agree to waive this requirement. The arbitrator shall have no right to add to, subtract, nullify, ignore, or modify any of the terms of this Agreement or expand the issue presented. The Arbitrator shall consider and decide the issue stipulated by the Employer and the Union, or the arbitrator shall frame the issue to be determined. The award of the arbitrator shall be binding on the Employer, the Union and the employee or employees involved.

Section 9. Arbitration Expenses.

The fee and expenses of the arbitrator shall be shared equally by the Employer and the Union. Each party shall be responsible for its own arbitration expenses including compensating its own representatives and witnesses, if necessary.

Section 10. Effect of Time Limits.

The parties agree to follow each of the foregoing steps in the processing of a grievance. If, in any step, the Employer representative fails to file his/her written answer within the time limit therein set forth, the grievance shall automatically be transferred to

the next step at the expiration of such time limit. Any grievance not moved by the Union to the next step within the time limits provided following the Employer's answer will be considered settled on the basis of the City's last answer. Extensions of days to answer or move a grievance may be extended by mutual agreement.

Section 11. Representation.

An aggrieved employee shall be entitled to have only one employee Union Representative (not including the Chief Steward at the 3rd & 4th Steps hearing) at any level of the grievance procedure. Both parties will notify the other party in advance of a grievance hearing and, if possible, the person each party will have in attendance at the grievance hearing.

Section 12. Unapproved Work Practices.

Work practices which have not been approved by Management shall not be subject to the grievance procedure, unless Management has been notified of the practice by the Union and corrective action was not taken within ten (10) working days. An employee will have an additional five (5) working days to file a grievance if Management does not initiate corrective action within the ten (10) working days.

Section 13. Employee-Employer Meetings.

A. The Employer may meet at least once a month at mutually convenient times with Union Representatives. The purpose of the meetings will be to discuss procedures for avoiding grievances. The Union Representatives may discuss with the Employer other issues which would improve the relationship between the parties. Such meetings shall not exceed one (1) hour per month unless mutually agreed. Attendance at these meetings shall be considered hours worked.

B. Up to five (5) members of the bargaining unit will be allowed paid time from duty to attend scheduled negotiation sessions, including union caucuses immediately before or after the scheduled sessions, provided management approval is obtained in advance and an employee's attendance does not unreasonably or unduly affect staffing levels. It is agreed that time off for scheduled negotiation sessions shall be paid as straight time and will not be considered hours worked for the computation of overtime.

ARTICLE 11 GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion.

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, marital status, race, disability, gender, sexual orientation, color, creed, national origin, or political affiliation. The Union shall share equally with Management the responsibility for applying this provision of the Agreement.

Management agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by Management or any Management representative against any employee of Union membership.

The Union recognizes the fact that both Union shop and agency shop agreements are in violation of the right to work section in the State Constitution. As a result, there shall be no coercion exercised upon any employee in an attempt to persuade them to join the Union. Likewise, there shall be no discrimination, interference, threats, or restraint exercised upon any non-union employee. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees within the bargaining unit, without discrimination, interference, restraint, or coercion, whether or not they belong to the Union.

Section 2. Work Rules.

It is understood that work rules and/or regulations will not be inconsistent with the provisions of the Agreement. Work rules and/or regulations will be reasonable and uniformly applied in like circumstances.

Existing work rules and regulations pertaining to the performance of work and conduct of employees shall be available in each Section for review by employees. One copy of the rules and regulations shall be made available to the Union.

When existing work rules are changed or new rules established, they shall be posted prominently on each Section bulletin board for a period of seven (7) calendar days before implementation.

In the event an emergency is declared by Management, existing work rules may be changed without prior notice. Such emergency work rule changes shall only remain in effect during the emergency as declared by Management.

Section 3. Night Security.

It is agreed that Management will provide for all employees working in facilities by themselves to be regularly checked to assure their health and safety.

Section 4. Voluntary Termination.

Any voluntary termination initiated by an employee shall be effective the day following receipt of written notice by Management unless a date other than the next day is designated in the written notice, to a maximum of fourteen (14) days.

Section 5. Return of City Property.

Employees shall return any property belonging to the city upon separation. Such property shall include, but not be limited to, the following:

- a. Uniforms furnished to the employee by the City (Depreciated Value of 25%;
- b. Any tools, equipment, and or material belonging to the City;

c. Any keys, fobs or Identification cards and all copies thereof that could be used to gain access to property; and

d. Protective devices, clothing or equipment furnished by the City

If an employee fails to return such property, the City may deduct from the employee's final wages the replacement cost of the property after providing written notice and explanation of the costs to the employee.

If a former employee returns City property after the replacement cost has been deducted, the City will reimburse the former employee for the amount deducted for unreturned property.

Section 6. Personnel Records.

A. Definition. The term "personnel record," as used in this Article, shall mean the records and/or files related to an employee's job with the Employer which are maintained in the official personnel file at the Human Resources Department.

B. Access to Personnel Records. It is agreed that individual personnel records and files shall be considered confidential and the property of the Employer. It is also agreed that such official personnel records and files or information contained therein are not available to the general public except upon the written consent of the affected employee. The following provisions shall apply regarding an employee's access to his/her official personnel record.

1. Each employee shall be allowed to inspect and make copies of his/her personnel records. A written request to do so shall be directed to the Human Resources Department, which will schedule a time for inspection that is convenient for both the employee and the Human Resources Department. A

charge may be made in accordance with the fee established by the City in accordance with the Open Records Act for any copies of records made by the employee.

2. A Union Representative may, if the employee wishes, accompany the employee when reviewing his/her personnel record. Alternatively, an individual employee may authorize a Union Representative to review and/or copy his/her file. Such authorization shall be in writing, identifying the Union Representative authorized to review and/or copy said record(s), and be provided to the Human Resources Department prior to the desired time of review or copying of said record(s). However, neither the employee nor the authorized Union Representative shall be entitled to review or copy confidential pre-employment information except where a dispute exists as to the legality of the hiring process.

C. Removal and Deletion of Information from Record(s). Should an employee, after inspecting his/her personnel file, believe that certain material is irrelevant, inaccurate, or obsolete, he/she may submit a written request to the Human Resources Department to remove the material(s) from the file. The Human Resources Director will either remove the material(s) or inform the employee why the material(s) should remain in the file. If the employee is not satisfied with the decision, the employee shall be permitted to place a written statement of disagreement in the file.

Section 7. Employee Assistance Programs.

The Employer and Union agree to cooperate in encouraging employees who are in need of counseling and/or assistance in such areas as alcoholism, drug abuse,

financial and/or legal difficulties, family problems, and similar areas to undergo a program directed to their rehabilitation. An employee may be required to seek appropriate remedial counseling if, in the determination of Management, the employee's personal behavior and/or activity is interfering with job performance. Referrals for assistance may be arranged confidentially either through the Human Resources Department, Management, or the Union Representative and/or designee.

Section 8. Residency.

All bargaining unit members shall be subject to the residency requirements as set forth in the City Code. The residency requirements of such members shall be governed by any amendments to, or repeal of, the current code; provided, however, that all bargaining unit members shall be required to reside within a distance which will allow them to report to work in an emergency in no more than a forty-five (45) minute period of time.

Section 9. Selection of Shifts by Plant Operators.

Seniority as a Plant Operator without regard to grade or class level shall be utilized in allowing Plant Operators to select their preferred shift, which once selected shall be controlling for a period of one (1) calendar year. A shift vacancy caused by illness, injury, self downgrade, retirement or termination which is anticipated to be six (6) months or more in duration shall be re-bid.

Section 10. Driver's License Requirement.

All bargaining unit members who are required to maintain a valid Class C Kansas driver's license or a commercial driver's license will be provided up to two (2) hours of

on duty time to renew their respective driver's license or take the initial Commercial Driver's License test.

A. Employees shall be required to notify their supervisor in the event their driver's license is suspended, revoked or otherwise confiscated. Such notification shall be made to the supervisor prior to the start of the next scheduled work period. In no circumstances shall a City employee whose driver's license has been suspended, revoked, or otherwise confiscated, operate a City vehicle of any type prior to notification to the supervisor of the action. Failure to report the action or the operation of a City vehicle prior to notification shall be grounds for immediate disciplinary action up to and including termination from City employment.

B. Loss of License.

1. 90 days or less. An employee who suffers a loss of his or her license for a period of ninety (90) calendar days or less shall be assigned to non-driving duties for a period of thirty (30) calendar days. An employee may be assigned to non-driving duties for which the employee is qualified if such assignments are available for an additional sixty (60) calendar days and will be paid at the pay rate for the position into which he or she is assigned. Employees may use accrued vacation, personal leave, or compensatory time during this sixty (60) calendar day period. If an employee's license is reinstated during this ninety (90) calendar day period, the employee shall be reinstated to his or her former position.

2. More than 90 days. An employee who suffers the loss of his or her license for a period of time greater than ninety (90) calendar days shall be

removed from his or her position and shall be eligible for an additional ninety (90) calendar days to compete for non-driving positions. Employees may use accrued vacation, personal leave, or compensatory time during this ninety (90) calendar day period.

Section 11. Cell Phone.

Employees may be required to have cell phones as a tool for their job assignment as determined by management. Employees who are identified as being required to have a cell phone are subject to the appropriate cell phone policy of the City.

Section 12. Inclement Weather Pay.

In the event of a snow or other emergency declaration by the City Manager whereby employees designated as "non-emergency" are directed to stay home with pay without assessment of personal leave, employees directed by management to work and who do report to work shall receive Inclement Weather Pay equal to the same number of hours as those excused from duty in addition to the employee's regular rate of pay for hours actually worked. Those employees directed by management to report to work and who do not report to work will be required to use appropriate leave to cover the entire scheduled shift. Inclement Weather Pay is paid at the employee's regular rate of pay and is not considered hours worked for purposes of overtime.

ARTICLE 12 MANAGEMENT RIGHTS

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

- A. Direct the work of its employees;
- B. Hire, promote, demote, transfer, assign, and retain employees in positions within the public agency;
- C. Suspend or discharge employees for just cause;
- D. Maintain the efficiency of governmental operation;
- E. Relieve employees from duties because of lack of work or other legitimate reasons;
- F. Take action as may be necessary to carry out the mission of the agency in emergencies; and
- G. Determine the methods, means, and personnel by which operations are to be carried on.

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

ARTICLE 13 LAYOFF, RECALL, & BUMPING

Section 1. Layoffs and Determination.

“Layoff” shall be defined as a reduction of staff or the elimination of any classification or position to ensure the efficient and economical operation of the Department, as determined by Management. In the event a reduction in force is necessary, employees shall be laid off as follows:

A. Management shall first designate the classification(s) where the layoff will occur, and in general, temporary employees or employees who are partially subsidized through specially budgeted programs shall be laid off first, followed by employees on part-time schedules, followed by full-time employees.

B. The layoff of full-time employees will occur in the inverse order of their seniority in the classifications.

An employee shall only have entitlement to retaining a position in which he or she has completed a probationary period, provided such a position is available.

Section 2. Required Notice.

Employees who are to be laid off shall be given written notice at least fifteen (15) calendar days in advance of the date of the layoff, or if sufficient notice is not given, Management shall give the equivalent amount of difference in pay between the required notice and days worked (160 hours for 40 hour employees) to the individual in lieu of the required notice. The Union shall be given a copy of the layoff notice.

Section 3. Recall.

Employees shall be recalled from layoff according to their seniority in the job

classification in which Management has declared a vacancy. If there is more than one employee available to be recalled, Management shall consider the employee with the most prior seniority and qualifications in that classification. Management shall retain a list of those employees who have been laid off. Those employees who have remained on a layoff status for one (1) day past eighteen (18) months shall be struck from the list forever and shall not be included in any recall list of employees by Management. The employee shall notify Management in writing and by certified mail within ten (10) days of any change of address. Any employee failing to provide such notice shall not have recourse, legal or otherwise, against Management if a recall occurs and he/she fails to receive notice of the recall.

Management agrees to notify the employee(s) laid off by mailing (through certified, return receipt requested mail) the notice of a job opening in a specific job classification to the last address provided by the employee(s) to Management in the manner set out in the foregoing paragraph.

Any employee(s) receiving notice who desire to be considered for openings shall be required to notify Management, in writing and by certified mail, within ten (10) calendar days after the postmarked date of Management's notice to the employee of his/her availability to fill the position. His/her notice shall contain the exact date the employee shall be available to return to work; however, he/she shall be required to be available to return to work within fifteen (15) calendar days of the postmarked date of Management's notice to the employee. Provided further, any employee failing to advise Management within ten (10) working days from the postmarked date of Management's notice to the employee of the exact date he/she will be available to return, not to exceed

twenty-four (24) days from the postmarked date of Management's notice, shall no longer be considered by Management.

Section 4. Bumping.

"Bumping" shall be defined as the process whereby an employee may move from his/her present classification to another classification for which he/she is qualified in order to replace an employee with less divisional seniority.

It is understood that if there is any dispute or for any reason either party deems it advisable, that party may seek a court interpretation or clarification of the employer's position in regard to the status of minority employees in regard to bumping.

Section 5. Layoff Options.

Nothing in this Agreement shall prohibit the City Manager and Human Resources Director from entering into an arrangement with the Union to minimize the effect of general layoffs by:

- A. Reducing the total number of working hours of employees;
- B. Reducing the level of payment to current classifications;
- C. A rotation layoff system;
- D. Other variations which may cause minimal impact on services rendered to the public.

Section 6. Severance Pay.

A. Employees as defined in Article 1, Section 3 hired before January 1, 2013 shall be eligible to receive severance pay after completing one year of service and shall be compensated according to the following schedule:

Length of Service	Separation Pay
0 or less than 1 year	- 0 -
1 Year – Less than 10 years	One (1) week salary for each complete year of service, as of the date of separation or a minimum of four (4) weeks salary, whichever is greater.
Over 10 years	Two (2) weeks salary for each complete year of service, as of the date of separation

However, in no case shall severance pay exceed one (1) year's salary.

B. Employees as defined in Article 1, Section 3 hired on or after January 1, 2013 shall be eligible to receive severance pay after completing one year of service at the rate of one (1) week of salary for every year of service, prorated to the nearest month, but in no case less than four (4) weeks or more than twenty-six (26) weeks salary.

C. Severance pay shall be calculated using the employee's regular base hourly wage and shall not include any premium payments for overtime, longevity, and so on.

ARTICLE 14 SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by any tribunal of competent jurisdiction, such invalidation of such part or provisions shall not invalidate the remaining portions hereof. The portions or provisions remaining shall continue in full force and effect.

Any invalidated provision shall be subject to the meet and confer procedure.

ARTICLE 15 CLOSURE CLAUSE

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time that they negotiated or signed this Agreement. This does not apply to written policies the employer has presently in effect which are not in conflict with the collective bargaining agreement.

ARTICLE 16 CITY ORDINANCES

The parties agree all ordinances now in force or hereafter enacted by the Governing Body of the City of Topeka shall be applicable to all employees within the bargaining unit, provided that such ordinances are not in conflict with any article, section of any article, or any language contained in this Agreement.

ARTICLE 17 SUCCESSOR CLAUSE

In the event the City of Topeka consolidates City departments and/or divisions represented by AFSCME Local 1294 for the purpose of efficiency or better service to the public, this Agreement shall continue to govern the terms and conditions of employment for those positions identified in Article 1 of this Agreement.

ARTICLE 18 TERMINATION AND CONTINUATION OF CONTRACT

This Agreement shall be effective January 1, 2018, and in full force and effect through December 31, 2020. All provisions of this Agreement shall continue in full force and effect during the negotiations for any successor Agreement. The City and AFSCME agree that the provisions of this Agreement may only be reopened by mutual consent of the parties throughout the term of this Agreement. In the event of severe budget shortfall caused by unforeseen external national and/or the significant curtailment of essential services provided by the bargaining unit members to the City's citizens, the parties agree to reopen Article 7 Wages. Negotiations shall commence within thirty (30) days of the above required notice unless such time is extended by mutual agreement of the parties.

The Governing Body of Topeka, Kansas, on June 18, 2019, unilaterally implemented Article 3, § 2 (Work Schedules), Article 7, § 3 (Wage Schedule) and Article 7, § 4 (Wage Schedule Administration).

DATED AND ACKNOWLEDGED THIS _____ DAY OF _____ 2019, IN THE CITY OF TOPEKA, KANSAS, BY:

**AFSCME COUNCIL 61, WATER
LOCAL 1294**

CITY OF TOPEKA, KANSAS

Jennifer Schmidt, Business Representative
AFSCME, Council 61

Brent Trout, City Manager

ATTEST:

Pete Vobach, President
AFSCME, Local 1294

Brenda Younger, City Clerk

Ron Perry, Chapter Chair, Water Division
AFSCME, Local 1294

Brad Duchesneau
Chief Steward, Negotiator

Anthony Strange
Alt. Steward, Negotiator

Mike Vannordstrand
Alt. Steward, Negotiator

Ed Hirt
Alt. Steward, Negotiator

Mitch White
Alt. Steward, Negotiator

APPENDIX A

AFSCME Water Salary/Comparability Study



Findings

City of Topeka Kansas – Market Study Utilities-Water

Report Date August 21, 2017

THE
AUSTIN PETERS
GROUP, INC.

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I. Background and Introduction

The City of Topeka City engaged the services of The Austin Peters Group, Inc., based in Overland Park, Kansas. The service engagement was to conduct a market study so that adjustments to ranges could be identified to align the City with its peers. The recommendations in this report align the City with the average of the market.

II. Methodology & Process

The scope of work to be performed included conducting a market wage survey of peers: Cities of Columbia, Missouri; Independence, Missouri; Lawrence, Kansas; Manhattan, Kansas; Overland Park, Kansas; Johnson County Water District Number 1; Unified Government of Wyandotte; Wichita, Kansas; and the Board of Kansas City Public Utilities.

Positions used were defined so that all organizations can agree on their meaning. The job worth of the positions is valued based on their comparison to the external market and the internal equity of the position (see ranking positions based on factors). The survey requested a full range of data from the competitors to ensure that a strong and statistically accurate comparison is possible. This data included: salary minimum, mid-point, maximum, and current average pay levels, certification levels. Only the City of Lawrence responded with certification pay. Where data was not provided by a respondent for a certain level of position, but a different level for the same position was provided, APG estimated the difference between levels based on Topeka's current range width. For example, if Topeka pay ranges have 14% difference between a level I and II then if the respondent only provided a level I but not II, we estimated what a II would be by applying a 14% range difference.

Each Market Peer was contacted a minimum of four times using email and telephone. Many Market Peers were contacted more than four times to clarify positions, reporting, and responsibilities. Some peers were able to provide all of the data requested, while others were able to provide partial information. APG worked with the Council for Community and Economic Research (C2ER) to purchase Cost of Living Index data (COLI). The Cost of Living Index is the most reliable source of County-to-County comparisons of key consumer costs available anywhere. COLI data is recognized by the U.S. Census Bureau, U.S. Bureau of Labor Statistics, CNN Money, and the President's Council of Economic Advisors.

Table 1: Peer Group Cost of Living	COLI	Adjustment
City of Columbia, Missouri	97.5	+2.1%
City of Independence, Missouri	100.2	-.007%
City of Lawrence, Kansas	95.7	+4.0%
City of Manhattan, Kansas	100.6	-.011%
City of Overland Park, Kansas	107.7	-7.6%
Johnson County Water District #1	107.7	-7.6%
Unified Government, Kansas	94.9	+4.8%
City of Wichita, Kansas	101	-.015
Kansas City BPU, Kansas	94.9	+4.8%
City of Topeka	99.5	

The next step in the process was to evaluate each position based on the following factors and weighted percentages:

- 1) Decision-making – 25%
- 2) Supervisory – 25%
- 3) Knowledge – 20%
- 4) Budget Impact – 10%
- 5) Contacts – 10%
- 6) Physical Skills – 5%
- 7) Working Conditions – 5%

Once each position was evaluated and scored, a total ranking was performed, and each position was then placed into recommended ranges based upon the ranking and the market analysis.

The development of pay ranges involved reviewing the salary survey results, the rankings that the consultant assigned each position, and the internal hierarchy and needs of the organization, to determine placement and range amounts. The ranges developed provide for internal equity and hierarchy across the organization.

III. Positions (Overall Results)

The data collected by each position is listed in Table 2: Market Survey Results by Title. Table 3 on the following page shows the results of the recommendations based on the market and internal equity points assigned to each position. Associated Charts of the market graphically follow. The City of Topeka's range maximums are across the board 20% lower than the market. The recommendations in this report maintain the City's current range spread formula instead of following a wider range spread which is more common in the market. An additional part of the range spread differences are that the market doesn't have as many levels within positions--for example I-IV, as the City of Topeka.

Table 2: Market Survey Results by Title	Market Results Range Minimum (Hourly)	Market Results Range Maximum (Hourly)	Market Mid-point (Hourly)	Market Mid-point & Diff.	Market Actual Wage (Hourly)
Utility System Worker I Meter	\$16.91	\$23.62	\$20.27	-27.68%	\$20.55
Utility System Worker II Meter	\$18.89	\$25.18	\$22.04	-21.57%	\$22.77
Utility System Worker III Meter	\$20.40	\$27.59	\$24.00	-19.76%	\$24.87
Lead person Meter	\$20.26	\$32.39	\$26.33	-19.89%	\$25.76
Foreperson Meter	\$23.00	\$35.03	\$29.02	-19.30%	\$28.91
Utility System Worker I Distribution	\$16.91	\$23.62	\$20.27	-27.68%	\$20.55
Utility System Worker II Distribution	\$18.89	\$25.18	\$22.04	-21.57%	\$22.77
Utility System Worker III Distribution	\$20.40	\$27.59	\$24.00	-19.76%	\$24.87
Lead person Distribution	\$20.26	\$32.39	\$26.33	-19.89%	\$25.76
Foreperson Distribution	\$23.00	\$35.03	\$29.02	-19.30%	\$28.91
Utility System Worker II Plant Oper & Mnt	\$18.89	\$25.18	\$22.04	-21.57%	\$22.77
Utility System Worker III Plant Oper & Mnt	\$20.40	\$27.59	\$24.00	-19.76%	\$24.87
Lead person Plant Oper & Mnt	\$20.26	\$32.39	\$26.33	-19.89%	\$25.76
Foreperson Plant Oper & Mnt	\$23.00	\$35.03	\$29.02	-19.30%	\$28.91
Class III Water Plant Operator	\$20.70	\$28.08	\$24.39	-21.05%	\$24.53
Class IV Water Plant Operator	\$23.67	\$32.20	\$27.94	-24.52%	\$28.71
Electric/Instrument Mechanic I	\$22.15	\$30.90	\$26.53	-20.50%	\$26.66
Electric/Instrument Mechanic II	\$22.62	\$33.59	\$28.11	-16.68%	\$28.36
Water Inventory Specialist	\$21.41	\$26.09	\$23.75	-11.22%	\$24.04
Custodian	\$13.94	\$19.02	\$16.48	-11.06%	\$15.90
Cross Connection/Backflow Inspector I	\$18.14	\$27.44	\$22.79	-7.49%	\$21.09
Cross Connection/Backflow Inspector II	\$19.43	\$29.40	\$24.42	-4.08%	\$22.59

Results by Position on following pages -Table 3 following pages

Title: Department	Utility System Worker I	Your Department/Title	Minimum Salary (Hourly)	Mid Range (Hourly)	Maximum Salary (Hourly)	Minimum Salary (Hourly) w/COLI adj	Mid Range (Hourly) w COLI adj	Maximum Salary (Hourly) w/ COLI adj
Utility System Worker I	Columbia	Meter Reader-W&L City Utilities	12.53	14.72	16.91	12.78	15.02	17.26
Utility System Worker I	Independence	Meter Repair Worker/Water	26.71	27.47	28.22	26.53	27.27	28.02
Utility System Worker I	Lawrence		13.43	16.32	19.21	13.96	16.97	19.97
Utility System Worker I	Manhattan	Water Service Worker I	14.05	18.10	22.15	13.90	17.90	21.91
Utility System Worker I	Overland Park - City of							
Utility System Worker I	Overland Park Water District #1	Meter Reader	15.76	20.88	26.00	14.56	19.29	24.02
Utility System Worker I	Unified Government							
Utility System Worker I	Wichita	Water Meter Reader	15.22	18.64	22.05	14.99	18.36	21.72
Utility System Worker I	Kansas City Board of Public Utilities		20.63	25.79	30.95	21.63	27.04	32.45
Utility System Worker I	City of Topeka		12.57	14.66	16.74	12.57	14.66	16.74
Utility System Worker I	Average of All Data		16.90	20.27	23.64	16.91	20.26	23.62
	Dollar Difference		-4.33	-5.62	-6.90	-4.34	-5.61	-6.88
	% Difference		-34.48%	-38.33%	-41.22%	-34.51%	-38.28%	-41.10%

Title: Department	Utility System Worker II	Your Department/Title	Minimum Salary (Hourly)	Mid Range (Hourly)	Maximum Salary (Hourly)	Minimum Salary (Hourly) w/COLI adj	Mid Range (Hourly) w COLI adj	Maximum Salary (Hourly) w/ COLI adj
Utility System Worker II	Columbia	Utility Service Worker-W&L/City Utilities	13.78	16.19	18.60	14.06	16.52	18.98
Utility System Worker II	Independence	Services Worker/Water	26.71	27.47	28.22	26.53	27.27	28.02
Utility System Worker II	Lawrence	Field Service Rep/Utilities	16.38	19.90	23.42	17.03	20.69	24.35
Utility System Worker II	Manhattan	Water Service Worker II	14.70	18.95	23.20	14.54	18.74	22.95
Utility System Worker II	Overland Park - City of							
Utility System Worker II	Overland Park Water District #1	Meter Repair	19.06	23.83	28.60	17.61	22.02	26.42
Utility System Worker II	Unified Government	Sewer Maintenance Worker I	21.17	21.44	21.70	22.20	22.47	22.75
Utility System Worker II	Wichita	Water Utility Worker	14.54	17.80	21.06	14.32	17.54	20.75
Utility System Worker II	Kansas City Board of Public Utilities		23.66	29.58	35.50	24.81	31.01	37.22
Utility System Worker II	City of Topeka		14.82	17.28	19.74	14.82	17.28	19.74
Utility System Worker II	Average of All Data		18.75	21.89	25.04	18.89	22.03	25.18
	Dollar Difference		-3.93	-4.61	-5.30	-4.07	-4.75	-5.44
	% Difference		-26.52%	-26.70%	-26.84%	-27.44%	-27.51%	-27.56%

Title: Department	Utility System Worker III	Your Department/Title	Minimum Salary (Hourly)	Mid Range (Hourly)	Maximum Salary (Hourly)	Minimum Salary (Hourly) w/COLI adj	Mid Range (Hourly) w COLI adj	Maximum Salary (Hourly) w/ COLI adj
Utility System Worker III	Columbia		15.29	17.97	20.65	15.61	18.34	21.07
Utility System Worker III	Independence	Plant Maintenance & Utility Worker/Water	26.97	27.76	28.55	26.78	27.57	28.35
Utility System Worker III	Lawrence		18.18	22.09	26.00	18.90	22.97	27.03
Utility System Worker III	Manhattan		16.32	21.03	25.75	16.14	20.80	25.47
Utility System Worker III	Overland Park - City of							
Utility System Worker III	Overland Park Water District #1	This is a combination of about 4 positions at our organization: Operations Technician, Distribution Technician, Plant Mechanic, and HVAC Technician	19.06	25.26	31.46	17.61	23.34	29.06
Utility System Worker III	Unified Government	Sewer Maintenance Worker II	23.25	23.50	23.75	24.38	24.64	24.90
Utility System Worker III	Wichita		16.14	19.76	23.38	15.90	19.46	23.03
Utility System Worker III	Kansas City Board of Public Utilities		26.59	33.24	39.88	27.88	34.85	41.82
Utility System Worker III	City of Topeka		16.51	19.26	22.00	16.51	19.26	22.00
Utility System Worker III	Average of All Data		20.23	23.83	27.43	20.40	24.00	27.59
	Dollar Difference		-3.72	-4.57	-5.43	-3.89	-4.74	-5.59
	% Difference		-22.50%	-23.74%	-24.67%	-23.56%	-24.62%	-25.42%

Title: Department	Lead Person	Your Department/Title	Minimum Salary (Hourly)	Mid Range (Hourly)	Maximum Salary (Hourly)	Minimum Salary (Hourly) w/COLI adj	Mid Range (Hourly) w COLI adj	Maximum Salary (Hourly) w/ COLI adj
Lead person	Columbia		15.65	19.18	22.70	15.98	19.57	23.17
Lead person	Independence							
Lead person	Lawrence		18.78	22.81	26.85	19.52	23.72	27.92
Lead person	Manhattan	Water Service Crewleader	17.87	23.08	28.28	17.67	22.82	27.97
Lead person	Overland Park - City of							
Lead person	Overland Park Water District #1	This is a combination of about 3 positions at our organization: Foreman, Distribution Technician 2, Team Lead	20.98	32.89	44.79	19.38	30.38	41.38
Lead person	Unified Government	Operations Superintendent	23.08	30.35	37.62	24.20	31.82	39.44
Lead person	Wichita		14.18	17.36	20.53	13.97	17.10	20.23
Lead person	Kansas City Board of Public Utilities		29.63	37.04	44.45	31.07	38.84	46.61
Lead person	City of Topeka		18.08	21.09	24.09	18.08	21.09	24.09
Lead person	Average of All Data		20.02	26.10	32.17	20.26	26.32	32.39
	Dollar Difference		-1.94	-5.01	-8.08	-2.18	-5.24	-8.30
	% Difference		-10.76%	-23.78%	-33.56%	-12.04%	-24.84%	-34.44%

Title: Department	Foreperson	Your Department/Title	Minimum Salary (Hourly)	Mid Range (Hourly)	Maximum Salary (Hourly)	Minimum Salary (Hourly) w/COLI adj	Mid Range (Hourly) w COLI adj	Maximum Salary (Hourly) w/ COLI adj
Foreperson	Columbia	Utility Locator Foreman/City Utilities	17.59	21.55	25.51	17.95	21.99	26.03
Foreperson	Independence							
Foreperson	Lawrence	Field Supervisor/Utilities	21.10	25.63	30.17	21.93	26.65	31.37
Foreperson	Manhattan		19.84	25.61	31.39	19.62	25.33	31.05
Foreperson	Overland Park - City of							
Foreperson	Overland Park Water District #1	Foreman	26.54	33.18	39.81	24.52	30.65	36.78
Foreperson	Unified Government	Program Supervisor	25.57	34.48	43.39	26.81	36.15	45.49
Foreperson	Wichita	Water Service Technician	15.93	19.50	23.07	15.69	19.21	22.73
Foreperson	Kansas City Board of Public Utilities		32.89	41.12	49.34	34.49	43.11	51.73
Foreperson	City of Topeka		20.08	23.42	26.75	20.08	23.42	26.75
Foreperson	Average of All Data		22.78	28.72	34.67	23.00	29.01	35.03
	Dollar Difference		-2.70	-5.31	-7.92	-2.92	-5.60	-8.28
	% Difference		-13.44%	-22.67%	-29.60%	-14.55%	-23.91%	-30.93%

Title: Department	Class III Water Plant Operator	Your Department/Title	Minimum Salary (Hourly)	Mid Range (Hourly)	Maximum Salary (Hourly)	Minimum Salary (Hourly) w/COLI adj	Mid Range (Hourly) w COLI adj	Maximum Salary (Hourly) w/ COLI adj
Class III Water Plant Operator	Columbia	Water Treatment Plant Operator III/City Utilities	17.59	21.55	25.51	17.95	21.99	26.03
Class III Water Plant Operator	Independence	Plant Operator D	26.30	27.05	27.81	26.12	26.87	27.61
Class III Water Plant Operator	Lawrence	Utility Operator/Utilities	18.35	22.29	26.23	19.07	23.17	27.28
Class III Water Plant Operator	Manhattan	Plant Operator III (WTP)	16.96	21.86	26.75	16.77	21.62	26.46
Class III Water Plant Operator	Overland Park - City of							
Class III Water Plant Operator	Overland Park Water District #1	Operations Technician III	23.59	29.49	35.38	21.79	27.24	32.69
Class III Water Plant Operator	Unified Government	Plant Operator I	20.85	21.11	21.37	21.86		22.41
Class III Water Plant Operator	Wichita	Plant Operator	17.51	21.44	25.36	17.25	21.12	24.98
Class III Water Plant Operator	Kansas City Board of Public Utilities		23.64	29.55	35.46	24.79	30.98	37.18
Class III Water Plant Operator	City of Topeka		16.51	19.26	22.00	16.51	19.26	22.00
Class III Water Plant Operator	Average of All Data		20.60	24.29	27.98	20.70	24.39	28.08
	Dollar Difference		-4.09	-5.04	-5.98	-4.19	-5.13	-6.08
	% Difference		-24.76%	-26.15%	-27.20%	-25.38%	-26.67%	-27.63%

Title: Department	Class IV Water Plant Operator	Your Department/Title	Minimum Salary (Hourly)	Mid Range (Hourly)	Maximum Salary (Hourly)	Minimum Salary (Hourly) w/COLI adj	Mid Range (Hourly) w COLI adj	Maximum Salary (Hourly) w/ COLI adj
Class IV Water Plant Operator	Columbia		19.35	23.70	28.06	19.74	24.19	28.63
Class IV Water Plant Operator	Independence	Plant Operator A	28.26	29.11	29.95	28.06	28.90	29.74
Class IV Water Plant Operator	Lawrence		20.18	24.52	28.86	20.98	25.49	30.00
Class IV Water Plant Operator	Manhattan	Plant Operator IV (WTP)	17.87	23.08	28.28	17.67	22.82	27.97
Class IV Water Plant Operator	Overland Park - City of							
Class IV Water Plant Operator	Overland Park Water District #1	Operations Technician IV	26.54	33.18	39.81	24.52	30.65	36.78
Class IV Water Plant Operator	Unified Government	Plant Operator II	24.26	24.51	24.76	25.44	25.70	25.96
Class IV Water Plant Operator	Wichita		19.26	23.58	27.90	18.97	23.23	27.48
Class IV Water Plant Operator	Kansas City Board of Public Utilities		32.42	40.53	48.64	34.00	42.50	50.99
Class IV Water Plant Operator	City of Topeka		18.08	21.09	24.09	18.08	21.09	24.09
Class IV Water Plant Operator	Average of All Data		23.52	27.77	32.03	23.67	27.93	32.20
	Dollar Difference		-5.44	-6.69	-7.94	-5.59	-6.85	-8.11
	% Difference		-30.08%	-31.73%	-32.96%	-30.94%	-32.49%	-33.65%

Title: Department	Electric/Instrument Mechanic I	Your Department/Title	Minimum Salary (Hourly)	Mid Range (Hourly)	Maximum Salary (Hourly)	Minimum Salary (Hourly) w/COLI adj	Mid Range (Hourly) w COLI adj	Maximum Salary (Hourly) w/ COLI adj
Electric/Instrument Mechanic I	Columbia	Utility Maintenance Mechanic- W&L/City Utilities	17.59	21.55	25.51	17.95	21.99	26.03
Electric/Instrument Mechanic I	Independence							
Electric/Instrument Mechanic I	Lawrence	Control System Tech	21.10	25.63	30.17	21.93	26.65	31.37
Electric/Instrument Mechanic I	Manhattan	Plant Mechanic II	18.93	24.43	29.93	18.72	24.16	29.60
Electric/Instrument Mechanic I	Overland Park - City of							
Electric/Instrument Mechanic I	Overland Park Water District #1	Instrument Technican	20.98	26.22	31.46	19.38	24.22	29.06
Electric/Instrument Mechanic I	Unified Government	Instrumentation Technician	28.68	28.95	29.21	30.07	30.35	30.63
Electric/Instrument Mechanic I	Wichita	Maintenance Mechanic, ASR, WF	16.70	20.45	24.19	16.45	20.14	23.83
Electric/Instrument Mechanic I	Kansas City Board of Public Utilities		29.10	36.37	43.64	30.51	38.13	45.76
Electric/Instrument Mechanic I	City of Topeka		18.08	21.09	24.09	18.08	21.09	24.09
Electric/Instrument Mechanic I	Average of All Data		21.87	26.23	30.59	22.15	26.52	30.90
	Dollar Difference		-3.79	-5.14	-6.50	-4.07	-5.44	-6.81
	% Difference		-20.95%	-24.39%	-26.97%	-22.49%	-25.78%	-28.26%

Title: Department	Electric/Instrument Mechanic II	Your Department/Title	Minimum Salary (Hourly)	Mid Range (Hourly)	Maximum Salary (Hourly)	Minimum Salary (Hourly) w/COLI adj	Mid Range (Hourly) w COLI adj	Maximum Salary (Hourly) w/ COLI adj
Electric/Instrument Mechanic II	Columbia	Senior Utility Maintenance Mechanic-W&L/City Utilities	19.79	24.24	28.69	20.19	24.74	29.28
Electric/Instrument Mechanic II	Independence							
Electric/Instrument Mechanic II	Lawrence		23.42	28.45	33.49	24.35	29.58	34.82
Electric/Instrument Mechanic II	Manhattan	Instrumentation Technician (Proposed)	19.85	25.63	31.40	19.63	25.34	31.06
Electric/Instrument Mechanic II	Overland Park - City of							
Electric/Instrument Mechanic II	Overland Park Water District #1	Instrument Technician	20.98	26.22	31.46	19.38	24.22	29.06
Electric/Instrument Mechanic II	Unified Government							
Electric/Instrument Mechanic II	Wichita		18.54	22.69	26.85	18.26	22.36	26.45
Electric/Instrument Mechanic II	Kansas City Board of Public Utilities		32.33	22.69	48.49	33.90	42.37	50.84
Electric/Instrument Mechanic II	City of Topeka		20.08	22.69	26.75	20.08	23.42	26.75
Electric/Instrument Mechanic II	Average of All Data		22.48	22.69	33.40	22.62	28.10	33.59
	Dollar Difference		-2.40	0.00	-6.65	-2.54	-4.69	-6.84
	% Difference		-11.97%	0.00%	-24.85%	-12.65%	-20.02%	-25.56%

Title: Department	Water Inventory Specialist	Your Department/Title	Minimum Salary (Hourly)	Mid Range (Hourly)	Maximum Salary (Hourly)	Minimum Salary (Hourly) w/COLI adj	Mid Range (Hourly) w COLI adj	Maximum Salary (Hourly) w/ COLI adj
Water Inventory Specialist	Columbia	Stores Superintendent/City Utilities	22.83	27.18	31.54	23.29	27.74	32.19
Water Inventory Specialist	Independence	Yardworker	24.75	25.41	26.08	24.58	25.23	25.89
Water Inventory Specialist	Lawrence							
Water Inventory Specialist	Manhattan							
Water Inventory Specialist	Overland Park - City of							
Water Inventory Specialist	Overland Park Water District #1	Storekeeper	17.34	21.67	26.00	16.02	20.02	24.02
Water Inventory Specialist	Unified Government	Storekeeper	20.74	20.99	21.24	21.75	22.01	22.27
Water Inventory Specialist	Wichita							
Water Inventory Specialist	Kansas City Board of Public Utilities							
Water Inventory Specialist	City of Topeka		18.08	21.09	24.09	18.08	21.09	24.09
Water Inventory Specialist	Average of All Data		21.41	23.81	26.21	21.41	23.75	26.09
	Dollar Difference		-3.33	-2.73	-2.12	-3.33	-2.67	-2.00
	% Difference		-18.44%	-12.94%	-8.82%	-18.41%	-12.64%	-8.31%

Title: Department	Custodian	Your Department/Title	Minimum Salary (Hourly)	Mid Range (Hourly)	Maximum Salary (Hourly)	Minimum Salary (Hourly) w/COLI adj	Mid Range (Hourly) w COLI adj	Maximum Salary (Hourly) w/ COLI adj
Custodian	Columbia	Custodian 773/Public Works Dept	10.84	12.74	14.63	11.06	13.00	14.93
Custodian	Independence	Custodian	12.54	14.02	15.50	12.45	13.92	15.39
Custodian	Lawrence	Custodian II	14.62	17.77	20.91	15.21	18.47	21.74
Custodian	Manhattan	Custodian	13.06	16.81	20.56	12.92	16.63	20.34
Custodian	Overland Park - City of	Building Maintenance Worker I	15.97	19.97	23.96	14.76	18.45	22.14
Custodian	Overland Park Water District #1	Custodian	12.66	15.50	18.33	11.70	14.32	16.93
Custodian	Unified Government	Building/Custodian/Maintenance	17.56	17.82	18.08	18.41	18.68	18.96
Custodian	Wichita	Maintenance Specialist Water Treatment Plant	15.22	18.64	22.05	14.99	18.36	21.72
Custodian	Kansas City Board of Public Utilities							
Custodian	City of Topeka		12.57	14.66	16.74	12.57	14.66	16.74
Custodian	Average of All Data		14.06	16.66	19.25	13.94	16.48	19.02
	Dollar Difference		-1.49	-2.00	-2.51	-1.37	-1.82	-2.28
	% Difference		-11.85%	-13.66%	-15.01%	-10.87%	-12.44%	-13.61%

Title: Department	Water Cross Connection/Backflow Inspector I	Your Department/Title	Minimum Salary (Hourly)	Mid Range (Hourly)	Maximum Salary (Hourly)	Minimum Salary (Hourly) w/COLI adj	Mid Range (Hourly) w COLI adj	Maximum Salary (Hourly) w/ COLI adj
Water Cross Connection/Backflow Inspector I	Columbia	Water Distribution Technician W&L/City Utilities	15.99	19.59	23.19	16.32	19.99	23.66
Water Cross Connection/Backflow Inspector I	Independence							
Water Cross Connection/Backflow Inspector I	Lawrence							
Water Cross Connection/Backflow Inspector I	Manhattan	Environmental Specialist-Water	18.93	24.43	29.93	18.72	24.16	29.60
Water Cross Connection/Backflow Inspector I	Overland Park - City of							
Water Cross Connection/Backflow Inspector I	Overland Park Water District #1	Developer Services Technician	20.98	26.22	31.46	19.38	24.22	29.06
Water Cross Connection/Backflow Inspector I	Unified Government							
Water Cross Connection/Backflow Inspector I	Wichita							
Water Cross Connection/Backflow Inspector I	Kansas City Board of Public Utilities							
Water Cross Connection/Backflow Inspector I	City of Topeka		18.08	21.09	24.09	18.08	21.09	24.09
Water Cross Connection/Backflow Inspector I	Average of All Data		18.63	23.41	28.19	18.14	22.79	27.44
	Dollar Difference		-0.55	-2.33	-4.10	-0.06	-1.71	-3.35
	% Difference		-3.06%	-11.04%	-17.03%	-0.34%	-8.10%	-13.92%

Title: Department	Water Cross Connection/Backflow Inspector II	Your Department/Title	Minimum Salary (Hourly)	Mid Range (Hourly)	Maximum Salary (Hourly)	Minimum Salary (Hourly) w/COLI adj	Mid Range (Hourly) w COLI adj	Maximum Salary (Hourly) w/ COLI adj
Water Cross Connection /Backflow Inspector II	Columbia		17.75	21.74	25.74	18.11	22.19	26.26
Water Cross Connection /Backflow Inspector II	Independence							
Water Cross Connection /Backflow Inspector II	Lawrence							
Water Cross Connection /Backflow Inspector II	Manhattan		21.01	27.12	33.22	20.78	26.82	32.86
Water Cross Connection /Backflow Inspector II	Overland Park - City of							
Water Cross Connection /Backflow Inspector II	Overland Park Water District #1	Developer Services Technician	20.98	26.22	31.46	19.38	24.22	29.06
Water Cross Connection /Backflow Inspector II	Unified Government							
Water Cross Connection /Backflow Inspector II	Wichita							
Water Cross Connection /Backflow Inspector II	Kansas City Board of Public Utilities							
Water Cross Connection /Backflow Inspector II	City of Topeka		20.08	23.42	26.75	20.08	23.42	26.75
Water Cross Connection /Backflow Inspector II	Average of All Data		19.91	25.03	30.14	19.43	24.41	29.40
	Dollar Difference		0.17	-1.61	-3.39	0.65	-1.00	-2.65
	% Difference		0.83%	-6.88%	-12.67%	3.26%	-4.25%	-9.89%

V. Survey Instrument

Topeka Job Summaries, April 2017

Utilities Department/Water Division	Your Title/ Department	Rate how well your position matches the description in Column 1, 1=Very Close 2=Close Match 3=Fair Match 4=Poor Match 5=No Match	Certificatio n Pay? Y- Yes, N-No; \$_____ (annual amount per certification)	Minimum Salary (Hourly)	Maximum Salary (Hourly)	Actual Hourly Rate/ Number of Employees that hold this position?
Utility System Worker I - reads, inspects, tests, cleans, calibrates, repairs and replaces water meters in the process of reading routes.						
Utility System Worker II - Inspects, tests, calibrates, cleans, repairs, and replaces meters. Reads meters and records reads. Turns water on and off at the meter. Maintains records of repairs. Operates tools. Responds to inquiries from the public. Performs light janitorial work. Forklift, trench competent person, confined space, first aid/CPS/ AED.						
Utility System Worker III - Inspects, lubricates, dismantles, and repairs a wide variety of pumps, motors, air compressors, piping, electrical controls, boilers, air conditioning equipment, switches, chlorination equipment, chemical feeders and related utility plant equipment. Operates heavy equipment. Inspects Utility Infrastructure construction projects to ensure installations are according to the plans and specifications. Assists in monitoring work in process to ensure that assignments are being completed. Responds to inquiries from the public. Forklift, trench competent person, confined space, first aid/CPS/ AED.						
Lead person - Directs and participates in all tasks and phases of reading, inspecting, testing, cleaning, calibrating, repairing in areas of meters, distribution and plan operations. Assists supervisors with assignments, planning, schedules, coordination, training, review and correction of work performed by subordinate staff. Forklift, trench competent person, confined space, first aid/CPS/ AED, backflow prevention, traffic control.						
Foreperson - Works independently or as a crew leader/member under minimal supervision accomplishing all tasks associated with the installation, inspection, maintenance, repair in areas of meters, distribution system and treatment facilities equipment						

and components. Directs, plans, schedules, coordinates and assigns work to assigned employees, contractors and/or plumbers. Forklift, trench competent person, confined space, first aid/CPS/ AED, ACI Level 1.						
Class III Water Plant Operator - Responsible for the daily operation of the water treatment plant and works different shifts alone. Monitors water levels in reservoirs and towers, and makes appropriate pump changes. Collects water samples, performs chemical tests, and makes appropriate changes in chemical feed rates. Records information about plant performance on log sheets or computer databases. State of Kansas Certification Class III.						
Class IV Water Plant Operator - Responsible for the daily operation of the water treatment plant and works different shifts alone. Monitors water levels in reservoirs and towers, and makes appropriate pump changes. Collects water samples, performs chemical tests, and makes appropriate changes in chemical feed rates. Records information about plant performance on log sheets or computer databases. State of Kansas Certification Class IV.						
Electric/Instrument Mechanic I - Maintains instrumentation, control, and communications equipment. Installs, maintains, and repairs water treatment and distribution control and communication equipment. Maintains and calibrates process instruments. Installs and tests cables.						
Electric/Instrument Mechanic II - Maintains instrumentation, control, and communications equipment. Installs, maintains, and repairs water treatment and distribution control and communication equipment. Installs and tests computer-based industrial control. Maintains and calibrates process instruments. Installs and tests cables. Responsible for layout, construction, installation and termination of control panels and assemblies. Documents copper and fiber cabling and control panels. Supervises and coordinates work of other employees.						
Water Inventory Specialist - Controls Infrastructure Section inventories including service materials, pipe fittings, main line valves, fire hydrants, janitorial supplies, tools and equipment. Orders, receives, and directs warehousing and inventory control procedures. Issues tools and other equipment to field crews. Audits worksheets and maintains files. Oversees security duties.						
Custodian - Performs tasks involved in the general cleaning of office and building facilities. Cleans restrooms, sweeps and mops floors, empties trash, vacuums carpet, and scrubs and waxes floors. Orders supplies and maintains stock.						
Water Cross Connection / Backflow Inspector I - Secures compliance with municipal ordinances and regulations governing						

cross connections and the plumbing code. Inspects residential and commercial construction. Investigates complaints. Writes reports and letters, and prepares written violation notices.						
Water Cross Connection / Backflow Inspector II - Secures compliance with municipal ordinances and regulations governing cross connections and the plumbing code. Inspects residential and commercial construction. Investigates complaints. Writes reports and letters, and prepares written violation notices.						

Summary of Tentatively Agreed Water Contract Changes
2018-2020

Article 2, G & H	Definitions (Probation)	<i>Increases interim probation from 520 to 1040 hours.</i>
Article 3, § 4	Meal allowance	<i>Increases meal allowance from \$9.50 to \$10.50 after approval of contract and from \$10.50 to \$11.50 12-28-2019</i>
Article 4, § 2	Vacations	<i>Clarifies the process for requesting and paying out vacation leave.</i>
Article 4, § 4, J & K	Sick Leave	<i>Clarifies the process for requesting and paying out sick leave and revises the sick leave incentive to be inclusive of newer employees.</i>
Article 4, § 6	Healthcare Benefits	<i>Clarifies that healthcare benefits are subject to separate negotiations and agreement.</i>
Article 5, § 2	Loss of Seniority	<i>Ensures employees who return to work less than 120 days after voluntarily resigning will be placed in the same step on the matrix they had attained prior to resigning.</i>
Article 5, § 8E	Acting Assignments	<i>Clarifies that wage increases for acting assignments will be “at least 3%”, instead of “as close to 3% as possible.”</i>
Article 6, § 2	Uniforms	<i>Establishes that uniform orders will be placed twice monthly on the 1st and 3rd Fridays.</i>
Article 6, § 7	CDL medical examinations	<i>Adds provision for employees whose job requires a CDL to complete a Department of Transportation medical examination every two years.</i>
Article 7, § 1	Pay Periods	<i>Formalizes that the effective date for the commencement of pay increases will be set forth on the pay matrix in § 3 of Article 7.</i>
Article 7, § 10	Shift Differential	<i>Increases shift differential from 70 cents to \$1.00 and adds the provision to apply shift differential to any regularly scheduled shift on the weekend (not just shifts starting after noon but before 6 am.</i>
Article 7, § 11	Hazardous Material Team	<i>Increases add pay for hazmat team from 75 cents to \$1.00</i>
Article 7, § 13 & Article 7, § 9	Voluntary Certifications	<i>Eliminates plant operator exclusion for certification add pays; essentially will increase Class IV plant operator pay by \$1.00 and Class III plant operator pay by 75 cents.</i>

Summary of Tentatively Agreed Water Contract Changes
2018-2020

Article 7, § 5	Promotions	<i>Clarifies that wage increases from promotions will be “at least 3%”, instead of “as close to 3% as possible.”</i>
Article 7, § 7	Call-Back Time	<i>Revises provision related to overtime handled by phone call to 1) include all employees (not just meter division) and 2) change compensation for these calls from overtime to either regular or overtime pay, depending on employee eligibility.</i>
Article 7, new section	Large Meter Crew	<i>Establishes an add pay of 25 cents per hour for employees assigned to large meter crew.</i>
Article 7, § 16	Wage Comparability Study	<i>Updates Appendix A with copy of most recent wage study</i>
Article 8, § 3, Article 2E, Article 8, § 1	Compensatory Time and definition of overtime	<i>Adds provision for employee to elect to accrue comp time in lieu of overtime pay (capped at a rolling 48 hours)</i>
Article 8, § 5	Employee’s Obligations to Perform Overtime Work	<i>Revises provisions for overtime substitutions to allow any qualified employee to substitute, not only employees in the same or one higher classification.</i>
Article 8, § 8	Fatigue and Sleep Time	<i>Adds safety provision to limit the number of continuous hours worked to 24 (currently no limit) and formalizes commitment of Union and Management to identify solutions to reduce risks associated with fatigue from continuous hours of work. Modifies report time for second shift.</i>
Article 8, § 9	Distribution of Overtime Work	<i>Clarifies that management has the right to determine who is eligible for overtime assignments.</i>
Article 8, § 10	Emergency Standby/Call Lists	<i>Establishes standby provisions for plant operators on certain assignments to cover operational needs.</i>
Article 9, § 1	Discipline	<i>Revised to assure contract provisions comply with state and federal law and city policies concerning weapons.</i>
Article 10, § 6	Procedure (Grievance)	<i>Revised language clarifies steps and parties in grievance process and changes timeframes from calendar days to business days</i>
Article 10, § 7	Arbitration	<i>Clean up, mostly regarding time frames for various actions for arbitration of grievances.</i>
Article 18	Term of contract	<i>Establishes a 3 year contract term.</i>

CITY OF TOPEKA

CONTRACT #

AGREEMENT
between

CITY OF TOPEKA
WATER DIVISION
and the

TOPEKA CITY EMPLOYEES
of

COUNCIL ~~72~~61, LOCAL 1294
KANSAS PUBLIC EMPLOYEES UNION
AFSCME, AFL-CIO

JANUARY 1, ~~2016~~2018 – DECEMBER 31, ~~2017~~2020



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ARTICLE 1 RECOGNITION AND UNION SECURITY

Section 1. Employees Covered.

This Agreement shall be restricted to the employees within the collective bargaining unit as defined in the State of Kansas Public Employee Relations Board, Case No. UDC 11-1974, as may be amended.

Section 2. Employee Rights.

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

Section 3. Recognition.

The City of Topeka, Kansas, hereinafter referred to as the City, the Employer, or Management, recognizes Local 1294 of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the Union, as the exclusive bargaining agent for all employees listed in the following job classifications within the following sections:

WATER DIVISION

Plant Maintenance, Operations, Technical Services, Meter Services, Water Services, and Administration Sections.

Utility System Worker I (Effective 1-1-17)
Utility System Worker II

Utility System Worker III
Foreperson
Leadperson
Cross Connection / Backflow Inspector I
Cross Connection / Backflow Inspector II
Electrical /Instrumentation Mechanic I
Electrical /Instrumentation Mechanic II
Custodian
Water Division Inventory Specialist
Water Plant Operator
Class III Water Plant Operator
Class IV Water Plant Operator

The Employer agrees to advise Union in advance of the elimination of any of the above classifications or the creation of new classifications within the bargaining unit. The Employer agrees to meet and confer with the Union regarding the terms and conditions of employment of the affected employees prior to taking either of the above listed personnel actions.

The parties agree that the USW I position, effective January 1, 2017, will not be used to remove tasks currently performed by other bargaining unit members. The parties agree to cooperate on the development of the USW I classification and further understand that position descriptions are working documents and subject to change as management sees fit.

Section 4. Check-off.

The Employer agrees to deduct the Union membership initiation fee, assessments, dues, and/or representation fee once each month from the pay of those employees who personally request in writing such deductions be made. The written authorization for the above deduction shall be to the Human Resources Department at least thirty (30) days prior to the day that the deduction is made. The amounts to be deducted shall be certified to the Employer by the official Treasurer or Director of the

Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the official Treasurer or Director of the Union by the end of the succeeding month after such deductions are made by the Human Resources Department.

The above shall not limit the right of any employee who after three hundred sixty-five (365) days from the date of his/her initial authorization to the Human Resources Department directs a written request to the Human Resources Department and the Union President stating that the employee no longer desires deductions for Union membership initiation fee, assessments, monthly and/or representation fees and requesting that his/her name be stricken from the list of employees authorizing deductions from their pay. Deduction cards or cancellation cards shall be provided by the Union and/or the Employer, on request by an employee, and shall be confidential.

The Employer agrees to the deduction of voluntary contributions to the Union's Political Action Committee. Such deductions shall commence within thirty (30) days of the Employer's receipt of a written authorization from the employee and shall cease within thirty (30) days of the Employer's receipt of a written memorandum from the employee canceling such deduction. The Union agrees to reimburse the Employer for administrative costs incurred in the performance of this function.

All authorized deductions shall take priority over Union dues deductions and the Employer shall not be held liable for Union dues deductions in the event there is insufficient salary to cover the amount deducted for Union dues. The Employer shall not be liable for retroactively deducting Union dues at any time. The Employer shall not

be liable for any type of voluntary deductions in the event the employee is on Workers Compensation or any type of leave during which no salary is earned.

Section 5. Orientation of New Employees.

The Employer shall provide a listing of new bargaining unit employees to the Union every three (3) months. The listing shall contain the employee's name and classification.

Section 6. Visits by Union Representatives.

The Employer agrees that accredited representatives of AFSCME, whether local Union Representatives, district council representatives, or international representatives, may be allowed, upon giving notification to Management, the right to visit with the employees during work hours to conduct Union business.

Section 7. Bulletin Boards.

The official Division bulletin boards presently provided for posting notices to employees in each Division and/or section within said Division may be made available to the appropriate Union official for the purpose of posting approved notices of Union meetings, results of elections and Union activities. Such notices shall be signed by a Union officer and a copy of the notice shall be provided to Management at the work location where the notice is to be posted on the board.

Section 8. Distribution of the Memorandum of Agreement.

The Employer will make available to the Union one copy of this agreement for each employee in the appropriate unit within one (1) week after receiving the reproduced copies. Stewards will be authorized to distribute copies of the Memorandum

of Agreement to employees of each appropriate unit in all areas. Employees may request a copy of the Memorandum of Agreement from Management.

The Union agrees to reimburse the Employer one-half (1/2) of the cost of producing copies of the Memorandum of Agreement. Prior to proceeding with the process, the City shall obtain informal bids for producing the new document and shall confer with AFSCME, Local 1294, Water Division regarding the design, color, layout, cost and any related consideration.

ARTICLE 2 DEFINITIONS

The following terms, when used in any Article, shall have the meaning as prescribed to them in this Article unless the context clearly indicates otherwise:

- A. Full-Time Employee: is one who works a minimum of forty (40) hours per work week on a regular and continuing basis.
- B. Part-Time Employee: is one who works less than forty (40) hours per work week on a regular and continuing basis.
- C. Permanent Employee: is a benefit eligible, full-time or part-time employee, if they have satisfactorily completed a probationary period as stated in Article 2.H.
- D. Temporary Employee: is one who works on an irregular or non-permanent basis.
- E. Overtime Work: shall mean all hours actually worked in excess of forty (40) hours per week. Holiday leave, personal leave, vacation leave, voting time, funeral leave, family crisis leave, and jury/civic duty leave shall be considered hours worked for the purpose of calculating overtime and such other types of leave that are compensable under FLSA and considered hours worked for purpose of calculating overtime. Sick leave and compensatory time are not counted as hours worked for the purposes of calculating overtime.
- F. Probation: shall mean that period of time an employee works in a specific classification prior to permanent assignment to that classification. The probationary period shall be regarded as an integral part of the selection/screening process and shall be utilized for closely observing the

employee's work and for securing the most effective adjustment of a new or promoted employee, as determined by Management.

G. Initial New Hire Probation: All new hire employees serving in their first employment status with the Employer or in a subsequent employment status interrupted by more than one hundred twenty (120) days shall be considered probationary employees until they have completed one thousand forty (1040) regular hours after which their seniority shall date back to their most recent date of hire. The Employer shall be the exclusive judge of a probationary employee's qualifications and ability and shall be the exclusive judge in deciding whether to continue such an employee's employment. Provided, that Management, in the interests of the efficient operation of the Division or to increase an employee's chance of succeeding at this new position, may, with just cause, increase the probationary period up to an additional ~~one thousand forty (1040)~~ two (2) five hundred twenty (520) hours.

H. Interim Probation: Newly Promoted, Transferred and/or Voluntarily Demoted. All employees within the bargaining unit shall be eligible for a transfer to a job classification in the same, lower or higher salary range as their current job classification without regard to race, sex, or any other legally protected status, provided each employee shall meet the minimum requirements of the classification, and provided further, that such transfers or voluntary demotions or promotions within or from outside the bargaining unit shall be on a probationary basis for ~~five hundred twenty (520)~~ one thousand forty (1040) regular hours.

In the interests of the efficient operation of the Division or to increase an employee's chances of succeeding at his/her new position, Management may, with just cause, increase the probationary period up to an additional ~~one thousand forty (1040)~~ two (2) five hundred twenty (520) hours.

- I. Classification: shall be defined as categories into which employees are grouped which are sufficiently alike in duties and responsibilities to be called the same descriptive title, to be accorded the same pay scale, and to be required substantially and relatively similar knowledge, skills and abilities.
- J. Position Description – shall be defined as specifying job duties within a classification.
- K. Promotion: the advancement of an employee by Management to a higher paying position on a permanent basis.
- L. Funeral Leave: shall be defined as time away from work to attend the funeral of an immediate family member as covered in Article 4, Section 4.
- M. Immediate Family: shall be defined as one's spouse, child, son-in-law, daughter-in-law, step-child, parent, step-parent, spouse's parent or step-parent, sibling, grandparent, spouse's grandparent, grandchild, uncle, aunt, or a family member of the immediate household permanently residing under the same roof. Provided, however, that no parents or grandparents of a spouse shall qualify other than the spouse of a current marriage and the spouse must reside with the employee.
- N. Non-Immediate Family Member: shall be defined as any relative not specifically defined in Article 2.M above.

- O. Serious Illness: shall be defined as an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care in a hospital, hospice, or residential care facility; (2) absence from work for more than three (3) consecutive days and continuing treatment by a health care provider; (3) pregnancy; (4) a chronic health condition; (5) a long-term or incurable health condition; (6) a condition requiring multiple treatments to avoid periods of incapacity of more than three (3) consecutive calendar days or for restorative surgery.
- P. Holiday: A holiday shall consist of a number of hours consistent with the number of hours worked by an employee on his/her normal or regularly scheduled shift.
- Q. Doctor or Physician: shall be defined as a medical doctor who is in good standing with the American Medical Association, the State of Kansas, and the Kansas Medical Society.
- R. Management: shall mean the City Manager, ~~Public Works~~Department Director, ~~Office of Utilities and Transportation Director~~, Division Director or their designee to perform a function on behalf of the City of Topeka.
- S. Employer: shall mean the City of Topeka, the City Manager, the ~~Public Works~~Department Director, Division Director or their designee, whichever may be appropriate.
- T. Water Main Replacement Crew: The Water Main Replacement Crew will be made up of qualified employees selected by management for the purpose of completing water main projects.

ARTICLE 3 HOURS OF WORK

Section 1. Regular Hours.

The normal work week for full-time employees in the appropriate unit shall be forty (40) hours in a regularly recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods. The normal workday for full-time employees in the appropriate unit shall be eight (8) consecutive hours within a twenty-four (24) hour period, in five (5) consecutive days or ten (10) consecutive hours within a twenty-four (24) hour period in four (4) consecutive days. All employees shall be assigned to a regular work shift and each work shift shall have a regular starting and quitting time.

{ARTICLE 3, § 2 BELOW WAS UNILATERALLY IMPLEMENTED BY THE GOVERNING BODY AND NOT SUBJECT TO UNION RATIFICATION}

Section 2. Work Schedules.

A. Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations. All work schedules showing the employee's shifts, workdays, and hours shall be posted on applicable divisional bulletin boards. The Employer shall provide at least thirty (30) calendar days' written notice to the Union and the affected employees prior to making permanent changes in work schedules. The thirty (30) day requirement may be waived, with notice to the Union, if mutually agreed to by affected employees and management. Employees will not be sent home early for the purpose of avoiding overtime. Work schedules will not require the employee to work split shifts or consecutive shifts, except in emergencies as stated below in Section 3.

B. The normal work ~~day~~week for employees covered under this agreement shall be forty (40) hours. Except as provided below, the normal work day for employees covered under this agreement shall be 7:00 a.m. to 3:00 p.m. for eight (8) hour employees Monday through Friday, 7:00 a.m. to 5:00 p.m. for ten (10) hour employees Monday through Thursday or Tuesday through Friday, with the exception of Water Plant Operations.

C. Notwithstanding the provisions in Section 2B, second shift schedules shall be 2 p.m. to 10 p.m. during the weeks in which the second shift is implemented by Management. The second shift will be on a seven (7) day rotational basis using the primary call-back list. Employees directed to report for the second shift and actually engaged in work on the second shift will be paid shift differential according to Article 7, § 10.

Section 3. Emergencies.

When Management has determined that an emergency exists, the Union agrees that the provisions of this Section may be temporarily altered in order to control the situation which has caused the emergency. Emergencies may include but not be limited to: Unscheduled Personnel Shortage, Main Breaks, Cut Mains, Emergency Locates, Red Water Calls, Natural Disasters, and Terrorist Acts.

Section 4. Meal Periods and Meal Allowance.

A. Employees working a regular eight (8) hour five (5) day work schedule shall be granted a paid thirty (30) minute meal period during each work shift. Those employees allowed a thirty 30 minute meal period shall be permitted to eat as near the middle of the shift as possible provided these employees shall be available for work

should an emergency or operational needs require. The meal period shall be at the job site or close proximity

Employees working a regular ten (10) hour, four (4) day work schedule shall be granted a paid thirty (30) minute meal period during each work shift. Those employees allowed a thirty (30) minute meal period shall be permitted to eat as near the middle of the shift as possible provided these employees shall be available for work should an emergency or operational needs require. The meal period shall be at the job site or close proximity.

Employees assigned to the following job classifications, as a result of the duties assigned to these positions, shall work a continuous shift. Employees so assigned shall be entitled to a reasonable meal period as near the middle of the shift as possible provided these employees shall be available for work while eating their meal for the purpose of servicing any equipment needing immediate attention.

Water Plant Operator

Class III Water Plant Operator

Class IV Water Plant Operator

B. Employees shall be entitled to one (1) meal allowance of nine dollars and fifty cents (\$9.50) after working the first four (4) hours of continuous work outside the employee's regular work schedule. After the initial meal allowance is earned, the employee shall be entitled to receive a meal allowance of nine dollars and fifty cents (\$9.50) each six (6) hours of continuous work outside the employees regular work schedule, not to exceed a maximum of three (3) meal allowances in a twenty-four (24) hour period except the maximum shall be two (2) meal allowances on days the

employee is regularly scheduled to work. Meals are expected to only take the minimum amount of time for that purpose not to exceed thirty (30) minutes and only when work allows.

Effective upon the first full pay period after approval of the 2018-2020 contract, meal allowances provided in this paragraph B shall increase to ten dollars and fifty cents (\$10.50).

Effective December 28, 2019, the meal allowances provided in this contract shall increase to eleven dollars and fifty cents (\$11.50).

Section 5. Rest Periods.

All employees shall be granted one (1) fifteen (15) minute rest period during each four (4) hour period. The rest period shall be at or near the job site and shall not be used to extend an employee's meal period unless mutually agreeable between the employee and Management. Under no circumstances shall a rest period be used to leave work early.

Section 6. Clean-up Time.

All employees shall be granted a five (5) minute personal clean-up period prior to the meal period, and ten (10) minutes at the end of the shift. However, when work conditions dictate, the before meal clean-up period may be extended to ten (10) minutes.

Section 7. Time and Place for Reporting for Work.

All employees shall be assigned a regular reporting station and shall be ready to commence work, or depart to a job site at the beginning of each work shift. Employees

reporting late for work shall not have their time start until the next one-quarter (1/4) hour after reporting.

An employee not available at the beginning of his/her work shift, or at the beginning of the second half of the work shift, shall not commence work until he/she has satisfactorily reported to the job supervisor on his/her assigned job and executed a signed reporting form, stating the exact time he/she reported to work. No employee shall be authorized to drive his/her personal vehicle to or from the job site on City time without prior approval of Management. Any employee reporting to work late (after the beginning of the work shift) shall not have his/her time started until the next quarter hour.

ARTICLE 4 EMPLOYEE BENEFITS

Section 1. Holidays.

The following days shall be recognized and observed as paid holidays:

New Year's Day

Martin Luther King, Jr.'s Birthday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

The Day following Thanksgiving Day

Christmas Eve Day

Christmas Day

Eligible employees shall receive pay as defined in Article 2.P. for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

To the extent possible the holidays shall be observed on the foregoing days however, the Employer may designate alternate days for observance of the holiday.

A. Holiday Work. If an employee is required to work holidays, he/she shall be paid double time for all hours worked in addition to his/her normal pay for the holiday.

If an Operations employee (Operator) is scheduled to work a holiday and the Operator wishes to take a leave day on the same holiday, it shall be the responsibility of the Operator to find a qualified replacement to work for him/her on the holiday prior to being eligible to receive approval for taking the holiday off.

B. Alternative Day Off. Employees whose normal work shift is a ten (10) hour day Monday through Thursday or Tuesday through Friday shall be given an alternate day off when the observed holiday falls on their regularly scheduled day off. The alternate day off shall be designated by Management.

C. Eligibility Requirement. Employees shall be eligible for holiday pay if they meet all of the following conditions:

1. The employee would have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on an approved day off or approved vacation; and

2. The employee must have worked a full work week in which the holiday is observed, and he/she must work the day before and after the holiday to be eligible. Use of Sick Leave shall count as hours worked to meet the full work week requirement. Use of Sick Leave shall also be considered as hours worked to meet the requirement of working the day before and the day after the holiday for employees who have one hundred sixty (160) hours or more accumulated sick leave or a doctor's confirmation of illness.

Provided, however, an employee who is utilizing Sick Leave for a serious illness as defined in Article 2.O. shall be exempt from these requirements as long as the employee is not being covered solely by Workers Compensation (an employee who is being covered by Workers Compensation shall receive holiday pay in a prorated amount in order to equate to a full day of pay when added to the amount received from Workers Compensation without utilizing sick or other type of leave).

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

Section 2. Vacations.

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

Employees serving on an initial probationary period shall not accrue vacation time, provided, however, that all employees shall be credited with forty-eight (48) hours of vacation leave on successful completion of their probation period of one thousand forty (1040) hours. The forty-eight (48) hours of vacation leave shall not be credited to any employee who is required to serve an extended probation period until the employee has successfully completed all required probationary time.

The maximum carry-over from year to year for any forty-hour employee shall be two hundred forty (240) hours or thirty (30) days.

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

Service Requirement	Hours Per Pay Period	Hours Per Year	Days Per Year
0 thru end of 5th year	3.692	96	12
Beginning of 6th year thru end of 15th year	5.539	144	18
Beginning of 16th year thru end of 24th year	7.385	192	24
Beginning thru end 25th year	7.692	200	25
Beginning thru end 26th year	8.000	208	26
Beginning thru end 27th year	8.308	216	27
Beginning thru end 28th year	8.615	224	28
Beginning thru end 29th year	8.923	232	29
Beginning of end 30th year thru end of service	9.231	240	30

B. Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

C. Choice of Vacation Period. Whenever possible, vacation requests of two (2) days or less shall be made in writing to Management at least twenty four (24) hours prior to the first day of the requested vacation. Management shall be reasonable in approving or disapproving said request in a timely manner. Such requests shall not displace previously approved vacations.

All scheduled vacations in excess of two (2) days must be requested in writing to Management at least two (2) weeks prior to the first day of the requested vacation.

Management shall respond in writing within two (2) working days of the request. In the event two (2) or more employees within the same Section apply for vacation in writing for the same time period and if the nature of the work makes it necessary to limit the number of employees by Section to be on vacation at the same time, the employee with the greater Divisional seniority shall be given his/her choice of vacation period. Such request shall not displace previously approved vacations. Designation of an emergency vacation will be made on an individual basis at reasonable discretion and approval of Management.

D. Holiday During Vacation Period. If a designated holiday, as provided in Section 1 of this Article, occurs during the work week in which a vacation is taken by an employee, the number of days charged against the employee's vacation period shall be reduced by the number of holiday hours that have occurred. Provided, however, all employees who intend to take an added day vacation for any paid holiday falling within their chosen vacation period shall notify Management in writing of their intention to take an added day vacation and shall state precisely the date they shall return to work.

E. Payment For Unused Vacation. Any Employee whose employment is terminated, voluntary or involuntary, or by retirement, and has unused vacation for that year, shall be entitled to a lump sum payment for all unused accrued vacation. In the event of the employee's death the payment will be made to his/her estate.

F. Employees may be paid up to a maximum of forty (40) hours of accrued vacation leave. The accrual and usage period used to calculate payout eligibility will be pay periods 25 and 26 of the previous year and pay periods 1 through 24 of the current year ~~Request for payment shall be made by December 1. Payments will be made on~~

~~the final pay check of the calendar year. To be eligible for vacation payout, an~~
~~employee must have~~retain a minimum ~~carry over~~balance of eighty (80) hours vacation
time ~~to~~for the next ~~year~~accrual period of eighty (80) hours and have a sick leave
balance of a minimum of one hundred twenty (120) hours.

~~Such requests for payment shall be in writing from the employee prior to the~~
~~beginning of the first pay period in December. Payment will be made at the end of the~~
~~first pay period in December. Request for bonus or payout must be made by the~~
~~employee pursuant to the procedure established by Human Resources. Human~~
~~Resources will notify employees of the procedure by November 1 of each year.~~
Payment will be made on the pay date for pay period 26.

Section 3. Personal Leave Day Employee Benefits.

One (1) annual personal leave day will be granted to each employee of the bargaining unit that is employed and has successfully completed their initial employment probationary period as of January 1st, 2016 and continuing every January 1st thereafter.

Personal leave shall be requested and approved in the same manner as vacation. Personal leave will only be taken in eight (8) or ten (10) consecutive hour increments based on the work hours an employee maintains when the time is taken.

Personal leave day cannot be carried over from one (1) year to the next.

During the calendar year 2014, bargaining unit employees will be allowed one (1) additional personal leave day, for a total of two (2) personal leave days in the calendar

year 2014. The additional personal leave day for calendar year 2014 is subject to all the terms and conditions set out in the above paragraphs of this section.

Section 4. Sick Leave.

A. Accumulation. Forty (40) hour employees covered by this Agreement shall accrue sick leave at a rate of 3.692 hours per pay period. The maximum accrual allowance for sick leave shall be one thousand forty (1040) hours for a full-time forty (40) hour employee. An employee must be performing assigned duties or on authorized accrued paid leave to be eligible to accrue sick leave; provided, however, that any employee who is utilizing sick leave as a supplement to temporary total Workers Compensation in order to receive a full pay check shall accrue sick leave at the rate specified above provided that the amount of pay for the supplemental paid sick leave and pay from Workers Compensation total an amount of pay equal to the employee's regular or normal pay per pay period.

B. Payment. An employee shall receive hour-for-hour reimbursement for sick leave usage only if the employee is utilizing sick leave for approved purposes. Employees shall notify their supervisor of their unavailability for work due to illness or injury prior to their normal or regular shift starting time. Notification of unavailability at any time after the employee's normal starting time shall cause payment for sick leave to be granted in an amount equal to the number of hours or minutes between the time of notification and the time of the employee's normal or regular quitting time. Employees who wish to receive full prevailing rate reimbursement for sick leave shall make such a request to their duly authorized supervisor. The reimbursement request may be subject to reasonable audit, confirmation and approval in writing by the duly authorized

supervisor prior to authorization of such payment through normal payroll procedures. Requests for reimbursement submitted more than two (2) working days from the date the employee returns to work shall not be honored and claims submitted following termination of employment shall not be reimbursed. Reimbursement for sick leave shall be available as it is accrued including during the initial probationary period, but it shall not be allowed in advance of accrual.

C. Acceptable Use. Sick leave may be utilized in minimum one-quarter (1/4) hour increments when an employee is unable to perform duties due to a personal sickness or injury; the illness of an employee's spouse, children, step-children, parents, grandparents or only grandchildren living with the employee; need for medical, dental, or other routine diagnostic or remedial treatment by the employee or the employee's spouse, children, step-children, parents, grandparents or only grandchildren living with the employee, provided that sick leave granted for such purposes shall not exceed the actual time necessary for examination or treatment and reasonable travel time as determined by Management.

In non-emergency situations, the employee shall schedule as much as possible medical or dental appointments, and/or treatments at a time which does not unduly interfere with job-related duties and shall notify his/her supervisor as soon as the time of appointment is known. Sick leave may also be allowed if exposure to a contagious disease may endanger or jeopardize the attendance of other employees.

Sick leave reimbursement may be allowed for elective surgery. If this use of sick leave is necessary for a period exceeding three (3) days, arrangements shall be made in

advance between the employee and Management so that the leave shall be at a time when work situation allows.

D. Payment on Retirement. Any employee retiring under KPERS or the Social Security System will be paid for thirty-five percent (35%) of eligible accrued sick leave up to a maximum payment of three hundred sixty-four (364) hours at their respective prevailing rates.

E. Return to Work. Any employee who is absent for forty (40) or more consecutive scheduled work hours shall be required to report to the Human Resources Department prior to reporting to work. The Human Resources Department may require the employee to provide the City Medical Officer with a medical report from a medical doctor duly certified by the State of Kansas Medical Society, showing that the employee has been treated and released to full duty. Failure to provide a doctor's statement as required may result in disciplinary action as provided for in Article 9 of this Agreement. The City Medical Officer, at his/her reasonable discretion, may waive the above requirement on a showing of good cause and on a case-by-case basis. A waiver shall not constitute a precedent for any future waiver nor shall it be the subject of the grievance procedure.

An employee who is off work for any period as a result of a work-related injury shall, when reporting back to work, present to the City Medical Officer a medical statement from a medical doctor duly certified by the State of Kansas and the Kansas Medical Society, showing he/she is capable of performing his/her full regular duties.

An employee who is off work for any period as a result of work related injury shall be assigned light duty if the City's Medical Officer so orders and such light duty is available.

Any employee refusing to be examined by the City Medical Officer may be subject to disciplinary action which may include immediate termination.

F. Abuse. Any employee who appears to have established a pattern of using sick leave improperly, shall receive a written notice from Management notifying him/her of the alleged abuse. Thereafter, the employee shall be referred to the Human Resources Department for consultation.

In addition, the employee may be required to provide a doctor's statement for future absences for sick leave purposes.

Failure to comply with providing the above doctor's statement may result in disciplinary action which may include termination. Provided, if the above required doctor's statement shows no illness of any nature to support the claim of sick leave, the employee may be subject to disciplinary action.

G. Workers Compensation. An employee who is receiving temporary total disability Workers Compensation benefits may prorate his/her accrued sick leave in an amount representing the difference between his/her normal base salary and the amount he/she is receiving from Workers Compensation.

H. Non-City Employment Injury. Any City employee injured while in the formal employment of an employer other than the City shall reimburse the City for any losses sustained by the City through City (sick) leave or other paid leave usage, provided the employer is insured and further provided a Workers Compensation settlement is consummated between the employee and the other employer. The amount reimbursed shall not exceed the amount in pay lost to the City.

I. Transfer Rights. Any employee who is transferred, promoted, demoted, reassigned or otherwise placed in a different department shall be entitled to retain accrued sick leave.

J. Sick Leave Payout. ~~Accrued Sick Leave in excess of fifty-six (56) hours during the twelve (12) month period from November 1st to October 31st may be paid by the City at the rate of one hundred percent (100%) of the employee's straight time base pay at the time of request for payment by the employee. In no case shall the employee be paid for more than forty (40) hours in any year at the rate spelled out above.~~ Employees who use forty (40) hours or less of sick leave for the accrual period are eligible for a sick leave payout incentive. The accrual and usage period used to calculate payout eligibility will be pay period 25 and 26 of the previous year and pay periods 1 through 24 of the current year. The bonus is to be paid for forty (40) hours, less the total number of used sick leave hours for the period. The bonus will be paid at the rate of one hundred percent (100%) of the employee's straight time base pay at the time of the request for payment by the employee. The number of hours requested in the payment will be deducted from the employee's sick leave accrual balance.

~~Such requests for payment shall be in writing from the employee prior to the beginning of the first pay period in November. Payment will be made no later than the last pay period in December.~~ Request must be made by the employee pursuant to the procedure established by Human Resources. Human Resources will notify employees of the procedure by November 1 of each year. Payment will be made on the pay date for pay period 26.

K. Sick Leave Accrual Incentive. Employees shall be eligible for an annual sick leave accrual incentive for accruing and maintaining adequate sick leave. The amount of the incentive shall be determined by the sick leave balance available ~~on~~ October 31st of each year at the end of pay period 24 after deducting the sick leave (if any) applied to the payout in paragraph J above and calculated as follows:

Employee in 1st year of service:

56 or more hours of sick leave \$125

Employee in 2nd year of service:

112 or more hours of sick leave \$125

Employee in 3rd year of service:

168 or more hours of sick leave \$125

Employee in 4th year of service:

224 or more hours of sick leave \$125

All other employees:

250 hours of sick leave \$125

500 hours of sick leave \$300

750 hours or greater of sick leave \$500

~~Such requests for payment shall be in writing from the employee prior to the beginning of the first pay period in November. Payment will be made no later than the last pay period in December. Request must be made by the employee pursuant to the procedure established by Human Resources. Human Resources will notify employees of the procedure by November 1 of each year. Payment will be made on the pay date for pay period 26.~~

Section 5. Leaves of Absence.

A. Eligibility Requirements. Employees shall be eligible for leaves of absence after completing their initial probationary period with the Employer.

B. Application for Unpaid Leave. Any request for an unpaid leave of absence shall be submitted in writing by the employee or the employee's next of kin to Management ten (10) days prior to the date of the requested leave of absence. The request shall state the reason the leave is being requested and the exact length of time off the employee desires.

1. Leave of Absence in Excess of Twenty-five (25) Days. All authorizations for leaves of absence in excess of twenty-five (25) working days shall be approved by Management and a copy of the approval shall be made available to the office of the head of the section of the Division to which the employee is assigned.

Employees on unpaid leaves of absence in excess of thirty (30) calendar days shall not be eligible for benefit accruals nor shall the unpaid leave time count towards seniority or time in grade for wage adjustments. Provided, however, an employee on unpaid leave of absence for an authorized Union business leave shall not be eligible for accruals nor shall the unpaid leave time count toward seniority or time in grade for wage adjustments following ninety (90) calendar days on unpaid leave.

2. Approval for Leave of Absence of Twenty-Five (25) Days or Less. All authorizations for leaves of absence which are of twenty-five (25) days or less in duration may be granted by Management on a case-by-case basis.

3. Emergency Leave of Absence of Twenty-Five (25) Days or Less.

An emergency leave of absence shall be defined as any leave where the required notice cannot be given for valid reasons, or any other situation so designated by Management at its discretion. Authorization given by Management shall be given on a case-by-case basis and shall not set a precedent for any future case, nor shall it be subject to the grievance procedure.

C. Paid Leaves of Absence.

1. Funeral/Family Crisis Leave. Employees shall receive a maximum of three (3) working days per occurrence not to be deducted from any hourly accruals:

a. In the event of a death in the immediate family of an employee, the number of days leave granted with pay to the employee shall be authorized by the Division Director, or their designee, but in no event shall an employee be authorized a leave of absence with pay to exceed three (3) work days per incident, as requested by employee.

The term immediate family as used in this Subsection A shall include the employee's spouse, employee's child(ren), employee's sons-in-law, employee's daughters-in-law, employee's step child(ren), employee's parents, employee's step parents, employee's grandparents, employee's grandchild(ren), employee's sibling(s), employee's first aunts or uncles: spouse's parents, spouse's step parents, spouse's grandparents, spouse's grandchild(ren), spouse's sibling(s); or any family member of the immediate household permanently residing under the

same roof; or any other person residing under the same roof in a shared living arrangement with the employee (but not including a person renting living space from the employee); or other family members approved by the Division Director, or their designee.

If requested by the Division Director, or their designee, the employee may be requested to produce evidence of the death of the immediate family member.

Any employee who has misrepresented a death in the family as defined above shall be subject to disciplinary action under terms of Article 9 under this Agreement.

The Division Director, or their designee, may grant up to two (2) hours funeral leave to attend the funeral of an employee.

b. Family crisis leave shall only apply to disasters such as fire, flood, tornado etc. affecting an employee or a member of an employee's immediate family as defined in Article 2.M.

c. The City and the Union agree that the City may require that an employee requesting such usage supply a statement from the attending physician verifying that the health problem is both an emergency and is life-threatening.

D. Determination of Eligibility for Funeral/Family Crisis. Determination of eligibility for funeral/family crisis leave use shall be made by the Division Director or his/her designee exercising reasonable discretion and consistent with personnel

guidelines and the guidelines set forth in this Section. Additional time, if needed, may be allowed from other leave accruals or pursuant to leave of absence provisions.

E. Jury Duty. Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service with proof to Management. Employees on jury duty will be assigned and considered working on the first shift until they are released from jury duty.

F. Civic Duty. Employees required to appear before a court on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant shall be granted a leave with pay with proof to Management of the necessity of such appearance for the period necessary to fulfill their civic responsibilities. Employees elected to any political or legislative position who request a leave of absence to perform their civic duty shall be granted a leave of absence without pay for the period necessary to fulfill their civic responsibilities if approved by the Management.

Section 6. Healthcare Benefits.

The Employer and Union have agreed to cost-sharing for healthcare benefits for employees and dependents as set forth within the current Joint Memorandum of Agreement regarding healthcare costs and benefits (Joint Memorandum) between the City of Topeka, this Union and other bargaining units recognized by the City and is incorporated by reference as if fully set forth herein. Further, any amendments to the Joint Memorandum or any subsequent Joint Memorandum made during the term of this Agreement shall be incorporated herein.

Section 7. Benefits Committee.

AFSCME Local 1294 shall be entitled to select one (1) employee from the Division as a representative to the City Employees Benefits Committee. Union Representatives will receive the regular rate of pay for the time spent in meetings during their regularly scheduled hours of employment.

Section 8. Pension.

The Employer agrees to operate under the Kansas Public Employees Retirement System Act as it may be amended from time to time.

Section 9. Employee Development.

The purpose of the following employee development program is to promote improved productivity in City services.

- A. Only full-time benefit eligible employees may be reimbursed for tuition expenses for academic or technical courses pursued through recognized accredited educational institutions.
- B. The course must be relevant and directly related to the employee's current job duties as determined by Management, or any course including outside-the-major electives required for a degree or certificate in a field in which the employee would have a reasonable expectation of being promoted while employed at the Water Division.
- C. Up to one thousand dollars (\$1,000.00) per year may be authorized and reimbursed for eligible employees.
- D. An employee must complete the request for tuition reimbursement form as provided by the Human Resources Department and have the concurrence and signature of Management and the Human Resources Department

before the employee can be reimbursed. The approved request form must be received by the Human Resources Department within one (1) month after the beginning date of the course which the employee desires to attend. Evidence of completion/passing of the course and proof of payment for the course must be received by the Human Resources Department within two (2) months after the ending date of the semester/quarter in order for the employee to receive reimbursement.

- E. The City will not reimburse employees for non-credit special interest courses completed by examination only, continuing education courses, late fees, lab fees, extracurricular fees, textbooks or other course related materials and tuition covered by other sources such as government assistance to a veteran (GI Bill), grants, scholarships, and similar programs.
- F. An employee attending a course pursuant to these guidelines during working hours may arrange with Management to utilize vacation time or time without pay as scheduling/staffing allows as determined by Management for the time utilized to attend the course(s).
- G. Management shall make every effort to budget for and approve reimbursement for academic courses for their employees. Management shall approve courses on a first come, first served basis in a non-discriminatory manner.

Section 10. Cafeteria Benefit Plan.

Any benefit-eligible employee shall be eligible to participate in the Cafeteria Benefit Plan as defined by the City of Topeka.

Section 11. Deferred Compensation.

Any benefit-eligible employee shall be eligible to participate in the Deferred Compensation Plan as defined by the City of Topeka.

Section 12. Mileage Reimbursement.

Use of an employee's private vehicle for City business shall be approved by Management. The reimbursement for use of a private vehicle shall be at the current City rate.

Section 13. Physical Fitness.

The City has established a physical fitness program for City employees. Any employee desiring to participate in this program shall register with the Wellness Center. The employee shall have full access to the facilities within the Wellness Center. Any employee may, by payroll deduction, have the membership fee for their spouse deducted from his/her paycheck.

Section 14. Voting Time.

An employee, eligible and registered to vote in a primary, general, or special election held within the state shall, on the day of such election, be entitled to absent himself/herself from the workplace for a period not to exceed two (2) consecutive hours during the last two (2) hours of the scheduled duty day; provided, however, that if the polls are open after terminating work but the period of time the polls are so open is less than two (2) consecutive hours, the employee shall only be entitled to absent himself/herself from the workplace for such a period of time which, when added to the

period of time the polls are so open, will not exceed two (2) hours. An employee shall not, because of so absenting himself/herself, be subject to any penalty, nor shall deductions be made on account of such absence, from the employee's usual salary or wages.

Section 15. Commercial Driver's License.

A. The City shall reimburse the employee's cost of renewing a Commercial Driver's License (CDL). The City shall pay the employee for the first original attempt to acquire his/her CDL. All subsequent testing attempts and fees associated with employees successfully acquiring their CDL will be the responsibility of the employee taking the test.

B. The City shall reimburse the employees cost of renewing a motorcycle endorsement. The City shall pay the employee for the first original attempt to acquire his/her motorcycle endorsement. All subsequent testing attempts and fees associated with employees successfully acquiring their motorcycle endorsement will be the responsibility of the employee taking the test.

Section 16. Funeral Expense.

Where an employee in regular pay status with the City dies from an illness contracted or an injury received during the performance of the employee's duties, the City shall pay the sum of seven thousand five hundred dollars (\$7,500.00) to such beneficiary or beneficiaries as may be designated by the employee on his or her Kansas Public Employees Retirement System (KPERS) pension form. In the event the deceased employee has designated more than one (1) beneficiary on their KPERS

pension form, the City shall pro-rate the above sum based on the number of beneficiaries so designated and shall make payments on that pro-rata basis.

Section 17. Use of City Facilities and Office Equipment.

A. The Union may request the use of City facilities in which to conduct Union business. Request for the use of the facilities shall be made no less than twenty-four (24) hours before the date of the requested use, shall not interfere with the regular conduct of business, and shall not be unreasonably denied. Any damage or unreasonable cleanup resulting from Union activities in City facilities shall be the responsibility of the Union.

B. The City agrees to allow the Union executive board the limited and reasonable use of the City's computers, telecommunications and office equipment for Union business. Such use shall not interfere with the conduct of city business. Union may provide supplies used or reimburse the City for the actual cost of supplies.

Section 18. Legal Counsel/Representation.

The City will provide legal counsel/representation for bargaining unit members against whom suit is brought in civil and/or criminal cases based on activities alleged to be within the scope of the bargaining unit member's official duties. The City will assume financial liability for all monies awarded to claimants as the result of activities found to be within the scope of such official duties; provided, however, that in situations involving unlawful or malicious actions, willful misconduct, or gross and wanton negligence by the bargaining unit member, the City shall not be liable for payment under this clause.

ARTICLE 5 SENIORITY

Section 1. Definition.

Seniority shall be defined as the total length of uninterrupted service accumulated by an employee in any of the following categories:

- A. City Seniority - The total length of uninterrupted service following initial date of hire with the Employer.
- B. Division Seniority - The total length of uninterrupted service following the date of assignment to the specific Division where the employee is presently employed.
- C. Classification Seniority - The total length of uninterrupted service following the date of assignment to a specific job classification within a specific Division of the Employer. The total length of uninterrupted service includes time served in an acting capacity within the classification where there is no break in service between the acting assignment and promotion.

Section 2. Loss of Seniority.

An employee's seniority accumulation shall stop if the employee:

- 1. Is discharged for just cause.
- 2. Retires.
- 3. Quits or resigns. There shall be no break in continuous service for City and Division seniority when any employee voluntarily resigns under good terms and returns to work, in the same Division, within one hundred twenty (120) days. Provided, however, that any employee who does not receive direct compensation from the Employer shall not accrue seniority

during the break in service. Employee will be eligible to be placed at the same step that they had attained prior to their voluntary resignation, however the grade placement shall be determined by the position offered to the employee.

Section 3. Seniority Lists.

Management shall maintain an up-to-date seniority list of all employees which shall contain the: (1) name of each employee; (2) date of hire; (3) date entered the Division; and (4) date entered the classification.

Every six (6) months, Management shall update and post the seniority lists on the official bulletin boards and submit a copy to the Union.

Employees assigned to an acting position shall continue to accrue seniority in their prior position. If an acting assignment is changed to permanent status, the seniority then changes to the day the employee started the acting assignment.

Section 4. Probation Period.

Probation shall be defined as set forth in Article 2, paragraphs G and H. Failure of the employee to satisfactorily perform the duties of the new position (by transfer and/or promotion) as reasonably determined by Management will result in the reinstatement of the employee to his/her former position without loss of seniority.

- A. A newly hired probationary employee shall have no seniority until the completion of the probationary period. At that time, the employee shall acquire seniority from the date of hire.
- B. Newly promoted probationary employees shall have no classification seniority until the completion of the promotional probationary period. At

that time the employee shall acquire seniority from the date of the promotion.

Section 5. Vacancies-Transfers-Promotions.

A. Vacancies:

For purposes of this Article, a vacancy is created when:

1. Management has approval to increase the work force and decides to fill the position or positions; or,
2. Terminations, resignations, transfers within or out of the bargaining unit: promotions or demotions take place and Management decides to replace the previous incumbent.
3. Should it be necessary to fill any vacant positions with Temporary or Part-Time workers for a period longer than ninety (90) days Management agrees to consult with the Union.

NOTE: Management agrees to notify the Union of vacancies which will not be filled at the time such Management decisions are made.

B. Transfers:

For purposes of this Article, a "transfer" means the lateral movement of an employee in the same pay range to a position within a different classification in the same pay range. Any employee who is transferred either voluntarily or involuntarily to a new position in another section will transfer his/her classification seniority to that new position.

C. Promotion:

The term “promotion,” as used in this section, means the advancement of an employee by Management to a higher paying classification on a permanent basis as defined in Article 2.I of this Agreement.

Section 6. Posting of Vacancies.

Whenever a vacancy is to be filled, a notice of the vacancy shall be posted on the bulletin boards of all sections of the Division for five (5) consecutive full working days. .

Employees within the Division, during the five (5) full workdays the job is posted on the official board, may apply in writing to Management for the vacant position. Those employees on layoff or on leave may also apply during this five (5) full working day period.

The Employer may seek qualified applicants via the City Department of Human Resources’ application procedure in the event no qualified Divisional employee applies for the position within the five (5) day period specified above.

Entry level positions may be posted concurrent to bargaining unit employees and outside the Division. In the event a bargaining unit employee applies for an entry-level position, he/she will be given first consideration.

Section 7. Selection.

Qualifications and seniority will be used in determining which employee will be selected to fill the vacant position. The decision as to the qualifications shall be reasonably determined by Management. The selection may be based on the following:

- A. Possesses the physical and other qualifications with or without reasonable accommodations to do the work;

- B. Performs the work in the manner required by the Employer;
- C. Cooperates with the supervisors and observes Employer rules and regulations;
- D. Protects the property and interests of the Employer;
- E. Reports to work promptly and regularly;
- F. Maintains harmonious relations with co-workers; and
- G. Possesses a positive attitude toward advancement and the assumption of additional responsibility.

The position will be awarded to the most qualified employee with, first, the best qualifications; and second, divisional seniority.

In the event the senior employee is not appointed to the vacancy, the employee may request written reason(s) for the denial.

Section 8. Acting Assignments.

When a bargaining unit position is vacant and it is determined by Management that the position should be filled by a temporary assignment of an employee who has permanent status in another position, the following principles shall be observed:

- A. The assignee shall meet the qualifications for the class of positions.
- B. Acting assignments shall not be used to generate a series of acting assignments for an employee.
- C. Except as noted in subsection D, an acting assignment shall not exceed forty-five (45) days in length unless approved by Management with notice to the Union.

D. When a position is vacant due to a leave of absence, the acting assignment may be authorized for the duration of the leave of absence except that continuation of an acting assignment beyond twelve (12) months shall require approval of the Human Resources Department Director. Documentation of the acting assignment shall be placed in the employee's permanent record.

E. If an employee is acting in a position assigned to a salary range higher than that of the employee's regular position and the employee has served in the acting assignment for a period of ten (10) consecutive working days, the employee shall be paid at a step on the higher range that gives the employee ~~as close to~~ at least a three percent (3%) increase in pay retroactive to the date the acting assignment began.

Such an increase shall not exceed the highest step possible if the employee was being promoted to the position. For the duration of an acting assignment, the employee may receive salary step increases in accordance with applicable salary step increase. When the acting assignment is terminated, the employee's salary shall revert to whatever rate (dollar amount) it would have been had the employee not received the acting assignment.

F. If an employee is acting in a position assigned to the same salary range as, or to a salary range lower than, that of the employee's regular position, the employee shall be paid at the salary rate of his/her regular position.

For the duration of an acting assignment, the employee may receive salary step increases in accordance with applicable salary step increases.

- G. The employee's pay increase anniversary date shall not be affected by an acting assignment.
- H. Any employee promoted to a position in which the employee has served in an acting assignment during the year immediately prior to his/her promotion may have the time served in that assignment credited towards the promotional probationary period. Provided however any time served by an employee in an acting assignment shall be credited toward the promotional probationary period if the employee is promoted from the acting to the permanent assignment, with no break in service.
- I. Acting assignments shall be considered as training assignments by which an employee may obtain experience if the employee performs satisfactorily during the period of the acting assignment. Such experience shall be one of the considerations for future promotions of the employee. The employer will make every effort to afford all interested employees eligible under subsection A, an opportunity to receive such experience.

Section 9. Voluntary/Involuntary Downgrade/Demotion.

Voluntary or Involuntary Downgrade/Demotion. Employees may be voluntarily or involuntarily downgraded (demoted) to a lower paying job classification for the following reasons:

1. In the event injuries or physical limitation causes employees to be unable to do the work of their current classification, with or without reasonable

accommodations as defined by the Americans with Disabilities Act (ADA), but are able to do the work of a lower-rated classification;

2. In the event of an employee's request for reassignment to an available vacancy, if not inconsistent with the contractual rights of another employee and when approved by Management;

3. In the event there are changes in procedures, job duties, or manning levels which either eliminate or materially change the work performed by the employee to such an extent that the majority of the work performed by the employee falls within the job description of a lower rated job.

In the event an employee is permanently assigned, pursuant to any of the three above-listed reasons, to a lower-rated job classification, he/she shall be paid the wage rate for the new job which is the closest to his/her wage rate in the old job, provided that the new wage rate shall not be greater than the wage rate paid in the old job.

B. Involuntary Downgrade/Demotion. Employees may be involuntarily downgraded (demoted) to a lower paying job classification for unsatisfactory performance on the employee's present job, based on just cause.

When an employee is permanently assigned to a lower-rated job classification he/she shall be paid the wage rate of that classification. In determining the initial pay rate, the employee will be given credit only for the experience in the same job classification.

ARTICLE 6 SAFETY, UNIFORMS, AND PROTECTIVE CLOTHING

Section 1. Safety.

It is the express policy of the Employer and the Union to cooperate in an effort to continue to improve health and safety matters. The parties agree that it is in the best interest of the Employer, the Union and the Citizens that equipment should be operated properly and safely and that all reasonable safety precautions and devices should be utilized at all times. The Union and the City agree to form Safety Committees as needed, comprised of at least fifty percent (50%) of the labor representatives. Safety/Health Rules and Regulations shall be reviewed or recommended by the Safety Committee. The Division Director or his/her designee shall have the right to approve, reject or revise said rules and regulations. Said rules and regulations shall cover, but not be limited to, the following: training, personal protection, conduct, work standards, equipment, appurtenances, and sanctions for willful disregard or omissions. Management shall adopt rules and regulations covering training and testing for employees on the hazardous materials team which will include an annual test. To the extent possible outside agencies will be included in training scenarios.

Management welcomes suggestions from employees or the Union which offer practical and feasible ways of improving divisional safety. An employee may submit his/her safety suggestions in the following manner:

1. Giving it to Management; or
2. Giving it to a member of the Safety Committee.

Care of Safety Equipment. Protective devices, wearing apparel, and other equipment necessary to protect employees from accidents and health hazards shall be provided by the Employer. The Employer may assess a fair and reasonable charge to cover loss resulting from the employee's failure to exercise reasonable care or for willful destruction of such equipment or clothing.

Section 2. Uniforms.

A. This section specifies the uniform to be worn by each permanent employee. It is important to Management that its employees present a professional image. The Employer will provide each permanent employee with the uniform specified below. After initial issue as a new hire, clothing shown to be in need of replacement will be replaced. Replacement quantities shall not exceed the maximum allowance specified below. Management may replace uniforms beyond the replacement quantities specified on a case-by-case basis for special circumstances. Additional clothing items are available for purchase by employees at their own expense through the City uniform purchasing contract. The employee will report to work each day in a clean appropriate uniform. Any visible clothing will be the specified uniform below. Employees who report to work without the appropriate uniform specified below will be Leave Without Pay (LWOP) until they report in the appropriate uniform. Employees are subject to disciplinary action for wearing other than the specified uniform. Uniforms are intended for work purposes only. The City and Union agree to meet biannually or as needed to review clothing order form for availability of items listed on order form. Clothing and uniforms shall be ordered twice a month, on the 1st and 3rd Fridays of the month or as close to these dates as possible.

B. Meter Services

1 Equipment bag - 5 yr replacement

2 Hats annually from selection below:

- Winter Ball Cap
- Summer Ball Cap
- Wide Brim Hat (City and Union approved)

7 Pairs of Jeans (combination of the selection below) – annually:

- Dungaree
- Boot Cut
- Shorts
- Bib overalls

12 Work Shirts (collared) (combination of the selection below) – annually –

Employees working in the meter shop will keep a clean polo or collared shirt available to be worn when working scheduled appointments with customers.

- Short Sleeve
- Long Sleeve
- Polo
- T-shirt (may be sleeveless if hemmed)

1 Sweatshirt, Hooded, Insulated - 2 yr replacement

2 Light Sweatshirts - 2 yr replacement

1 Light Jacket - 3 yr replacement

1 Insulated Trousers (one of the selection below) - 3 yr replacement

- Insulated Bib

- Insulated Coverall
- Insulated pants

1 Jacket, Insulated with attachable hood - 3 yr replacement

1 Stocking Cap - annually

1 pair Boots and 1 pair walking shoes – Replacement - Either 1 pair of boots or up to 2 pair of walking shoes annually

C. Water Services

1 Equipment bag - 5 yr replacement

2 Hats annually from selection below

- Summer Ball Cap
- Winter Ball Cap
- Wide Brim Hat (City and Union approved)

7 Pairs of Jeans (combination of the selection below) - annually

- Dungaree
- Boot Cut
- Shorts
- Bib overalls

5 Work Shirts (collared) (combination of the selection below) - annually

- Short Sleeve
- Long Sleeve
- Polo

7 T-shirts (may be sleeveless if hemmed) - annually

1 Sweatshirt, Hooded, Insulated –2 years

2 Light Sweatshirts – 2 years

1 Light Jacket – 3 years

1 Insulated Trousers (one of the selection below) – 3 years

- Insulated Bib
- Insulated Coverall
- Insulated Pants

1 Jacket, Insulated with attachable hood – 3 years

1 Stocking Cap - annually

1 Boots – annually.

D. Plant Operations

2 Hats annually from selection below

- Winter Ball Cap
- Summer Ball Cap
- Wide Brim Hat (City and Union approved)

7 Pairs of Jeans (combination of the selection below) - annually

- Dungaree
- Boot Cut
- Shorts
- Bib overalls

12 Work Shirts (collared) (combination of the selection below) – annually

- Short Sleeve
- Long Sleeve
- Polo

T-shirts (T-shirts may not be worn while operating from 8 a.m. to 5 p.m. Monday through Friday. Plant Operators will keep a clean Polo or Collared shirt in their lockers in case the public comes in for tours or other functions.)

1 Sweatshirt, Hooded, Insulated – 2 years

2 Light Sweatshirts – 2 years

1 Light Jacket – 3 years

1 Jacket, Insulated with attachable hood – 3 years

1 Stocking Cap - annually

1 Insulated Trousers (one of the selection below) – 3 years

- Insulated Bib
- Insulated Coverall
- Insulated Pants
- Boots – annually

1 Walking Shoes - annually

E. Plant Maintenance

2 Hats annually from selection below

- Winter Ball Cap
- Summer Ball Cap
- Wide Brim Hat (City and Union approved)

7 Pairs of Jeans (combination of the selection below) - annually

- Dungaree
- Boot Cut

- Bib overalls
- Shorts

5 Work Shirts (collared) (combination of the selection below) - annually

- Short
- Long sleeve
- Polo

7 T-shirts (may be hemmed sleeveless) - annually

1 Sweatshirt, Hooded, Insulated – 2 years

2 Light Sweatshirts – 2 years

1 Light Jacket – 3 years

1 Insulated Trousers (one of the selection below) – 3 years

- Insulated Bib
- Insulated Coverall
- Insulated Pants

1 Jacket, Insulated with attachable hood – 3 years

1 Stocking Cap - annually

1 Boots – annually.

Section 3. Boots and walking shoes.

Boots – Management will pay no more than one hundred eighty-five dollars (\$185.00) for a pair of boots. All boots will meet the following minimum standards: Steel toe or non-metallic meeting or exceeding ANSI class 75 standards for impact and compression. Boots shown to be in need of replacement will be replaced. Replacement quantities shall not exceed the maximum allowance specified.

Walking Shoes – The Water Division will provide a taxable reimbursement of up to seventy-five dollars (\$75.00) for a pair of walking shoes. Walking Shoes shown to be in need of replacement will be replaced. Replacement quantities shall not exceed the maximum allowance specified.

Section 4. Protective Devices and Clothing.

If an employee is required to wear protective clothing or any type of protective device as a condition of employment, such protective clothing or device shall be furnished to the employee by the Employer.

The requirement for any type of protective clothing or device shall be determined by Management. The cost of keeping the Hazardous Material (HAZMAT) protective clothing or device clean and in proper working condition, with the exception of safety footwear, shall be paid by the Employer. In the event of loss or damage due to negligence, the employee shall pay for the replacement. Employees are expected to exercise diligence in the care of protective clothing or devices.

The Employer will offer basic prescription safety glasses to all employees required to wear safety glasses and use prescription glasses. The basic eyeglass, including no-line bifocal, will be provided at no cost to the employee. Upgrades from the basic eyeglasses will be available at the expense of the employee. Non-permanent side shields will be allowed, but the employee must be wearing the side shields at all times at work.

Section 5. Personal Safety Equipment.

Each employee that is required to use personal safety equipment will be issued personal safety equipment as appropriate. After initial issue, personal safety equipment

must be turned in to be replaced and replacement quantities shall not exceed the maximum allowance specified below. Management may replace safety equipment beyond the replacement quantities specified on a case-by-case basis for special circumstances. Additional personal safety equipment items are available for purchase by employees at their own expense through the City uniform purchasing contract. The City and Union agree to meet biannually or as needed to review Personal Safety Equipment order form for availability of items listed on order form.

Rain gear: 1 issue – 3 years

Hip Boots: 1 issue – 2 years

Work Gloves: 4 issue – annually

Specialty Gloves: 1 pair every 2 years

Safety Glasses (non-prescription) 4 pairs – annually

- Clear

- Tinted

Safety vests – 1 issue – quarterly

Hard hats – 1 issue – 3 years

Section 6. Inoculations.

Management agrees to maintain a policy to provide inoculations to protect employees from infectious disease.

Section 7. Medical Examinations.

A. Management will provide a medical examination once every two years for employees whose job responsibilities require them to be in contact with treatment chemicals. In the event of a chemical exposure an employee will be eligible for

examination and such follow up treatment or exam that the City's Health Care Professional shall specify. ~~Management will schedule the initial examinations by March 31st, 2013.~~

B. Those employees whose job responsibilities require a Commercial Driver's License will be required to complete a Department of Transportation (DOT) Medical Examination every two (2) years. DOT medical examinations will be at the expense of the City and completed by a DOT approved medical examiner designated by the City ("DOT Medical Examiner").

1. If the DOT Medical Examiner informs the employee and the Human Resources Department, in writing, that the employee is temporarily (for a period of 90 days or less) unable to perform the essential CDL job functions ("Temporary Period"), the employee shall have the following options:

(a) The employee may request a leave of absence utilizing accrued leave, or

(b) If the employee does not request a leave of absence utilizing accrued leave, the Human Resources Department, in consultation with the Department Head, shall provide the employee with a temporary work assignment which is based upon the employee's essential job functions, excluding those job functions which are necessary for CDL operations.

(c) If the employee's private health care provider determines that medical treatment has been provided to resolve the medical condition causing the employee to be unable to perform CDL functions, the employee shall be allowed to request additional DOT medical

examination(s) to further determine whether the employee is able to perform the essential CDL job functions. Such additional DOT medical examination(s) will be at the expense of the City and completed by a DOT approved medical examiner designated by the City. Any written reports from any such additional DOT medical examination(s) shall be provided to both the City and the employee by the DOT Medical Examiner.

2. If after the Temporary Period, the DOT Medical Examiner determines, through further examination, that the employee will, on a permanent basis, be unable to perform the essential CDL job functions, the Human Resources Department, the department, the employee, and the Union at the employee's request, shall meet and explore options available to the employee which shall include:

(a) Transfer of the employee to a vacant position within the department for which the employee meets the minimum position requirements and can perform all of the essential job functions of that position, or

(b) If a transfer within the department is unavailable, then the transfer of the employee to another department within the City for which the employee meets the minimum position requirements and can perform all of the essential job functions of that position, or

(c) The employee may request a leave of absence, if eligible, or

(d) The employee may seek medical long-term disability, if eligible, or

(e) The employee may elect to retire, if eligible.

(f) If no position is available to the employee with the department or another department within the City, and the employee is not eligible for a leave of absence, disability or retirement, the Human Resources Director may seek termination.

ARTICLE 7 WAGES

Section 1. Pay Periods.

Employees shall be paid according to the pay schedule that is currently in effect for the City of Topeka. The effective date for commencement of the pay rates for each calendar year shall be set forth on the pay matrices in Section 3.

Section 2. Grade and Pay Classification.

Employee pay grades are identified under the following pay classifications:

Pay Classification	Grade
Custodian Utility System Worker I	1
Utility System Worker II	2
Utility System Worker III Water Plant Operator	3
Leadperson Class III Water Plant Operator Water Division Inventory Specialist Electrical/Instrumentation Mechanic I Cross Connection/Backflow Inspector I	4
Foreperson Electrical /Instrumentation Mechanic II Cross Connection/Backflow Inspector II Class IV Water Plant Operator	5

Newly hired employees may be placed in any classification with which they meet the minimum qualifications, if no other bargaining unit member meeting the minimum qualifications applies. A person hired from outside the bargaining unit may be hired up to step 3 of the pay matrix based on education and experience beyond the minimum qualifications for the position.

{ARTICLE 7, § 3 BELOW WAS UNILATERALLY IMPLEMENTED BY THE GOVERNING BODY AND NOT SUBJECT
SUBJECT TO UNION RATIFICATION}

Section 3. Wage Schedule.

(a) ~~2016~~2018 Wage Matrix

AFSCME (Water) PAY MATRIX 2018 HOURLY PAY SCHEDULES, GRADES & RATES (No increase to 2017 Pay Matrix)

SCHEDULE	DESCRIPTION	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WAT-REG	GRADE 1	W01	12.57	12.76	12.95	13.15	13.35	13.56	13.76	13.97	14.18	14.40	14.61	14.84	15.07	15.29	15.53	15.77	16.00	16.25	16.50	16.74
WAT-REG	GRADE 2	W02	14.82	15.05	15.27	15.50	15.74	15.98	16.22	16.47	16.72	16.98	17.24	17.49	17.76	18.03	18.31	18.58	18.87	19.16	19.45	19.74
WAT-REG	GRADE 3	W03	16.51	16.76	17.02	17.28	17.54	17.80	18.08	18.35	18.64	18.91	19.20	19.50	19.79	20.10	20.40	20.71	21.02	21.35	21.67	22.00
WAT-REG	GRADE 4	W04	18.08	18.35	18.64	18.92	19.20	19.50	19.79	20.10	20.40	20.72	21.03	21.35	21.67	22.00	22.34	22.67	23.02	23.38	23.74	24.09
WAT-REG	GRADE 5	W05	20.08	20.38	20.70	21.01	21.33	21.65	21.98	22.32	22.65	23.00	23.36	23.70	24.07	24.44	24.81	25.19	25.57	25.95	26.35	26.75
WAT-C1	GRADE 2 + CLASS 1 CERTIFICATION	W12	15.07	15.30	15.52	15.75	15.99	16.23	16.47	16.72	16.97	17.23	17.49	17.74	18.01	18.28	18.56	18.83	19.12	19.41	19.70	19.99
WAT-C1	GRADE 3 + CLASS 1 CERTIFICATION	W13	16.76	17.01	17.27	17.53	17.79	18.05	18.33	18.60	18.89	19.16	19.45	19.75	20.04	20.35	20.65	20.96	21.27	21.60	21.92	22.25
WAT-C1	GRADE 4 + CLASS 1 CERTIFICATION	W14	18.33	18.60	18.89	19.17	19.45	19.75	20.04	20.35	20.65	20.97	21.28	21.60	21.92	22.25	22.59	22.92	23.27	23.63	23.99	24.34
WAT-C1	GRADE 5 + CLASS 1 CERTIFICATION	W15	20.33	20.63	20.95	21.26	21.58	21.90	22.23	22.57	22.90	23.25	23.61	23.95	24.32	24.69	25.06	25.44	25.82	26.20	26.60	27.00
WAT-C2	GRADE 2 + CLASS 2 CERTIFICATION	W22	15.32	15.55	15.77	16.00	16.24	16.48	16.72	16.97	17.22	17.48	17.74	17.99	18.26	18.53	18.81	19.08	19.37	19.66	19.95	20.24
WAT-C2	GRADE 3 + CLASS 2 CERTIFICATION	W23	17.01	17.26	17.52	17.78	18.04	18.30	18.58	18.85	19.14	19.41	19.70	20.00	20.29	20.60	20.90	21.21	21.52	21.85	22.17	22.50
WAT-C2	GRADE 4 + CLASS 2 CERTIFICATION	W24	18.58	18.85	19.14	19.42	19.70	20.00	20.29	20.60	20.90	21.22	21.53	21.85	22.17	22.50	22.84	23.17	23.52	23.88	24.24	24.59
WAT-C2	GRADE 5 + CLASS 2 CERTIFICATION	W25	20.58	20.88	21.20	21.51	21.83	22.15	22.48	22.82	23.15	23.50	23.86	24.20	24.57	24.94	25.31	25.69	26.07	26.45	26.85	27.25
WAT-C3	GRADE 2 + CLASS 3 CERTIFICATION	W32	15.57	15.80	16.02	16.25	16.49	16.73	16.97	17.22	17.47	17.73	17.99	18.24	18.51	18.78	19.06	19.33	19.62	19.91	20.20	20.49
WAT-C3	GRADE 3 + CLASS 3 CERTIFICATION	W33	17.26	17.51	17.77	18.03	18.29	18.55	18.83	19.10	19.39	19.66	19.95	20.25	20.54	20.85	21.15	21.46	21.77	22.10	22.42	22.75
WAT-C3	GRADE 4 + CLASS 3 CERTIFICATION	W34	18.83	19.10	19.39	19.67	19.95	20.25	20.54	20.85	21.15	21.47	21.78	22.10	22.42	22.75	23.09	23.42	23.77	24.13	24.49	24.84
WAT-C3	GRADE 5 + CLASS 3 CERTIFICATION	W35	20.83	21.13	21.45	21.76	22.08	22.40	22.73	23.07	23.40	23.75	24.11	24.45	24.82	25.19	25.56	25.94	26.32	26.70	27.10	27.50
WAT-C4	GRADE 2 + CLASS 4 CERTIFICATION	W42	15.82	16.05	16.27	16.50	16.74	16.98	17.22	17.47	17.72	17.98	18.24	18.49	18.76	19.03	19.31	19.58	19.87	20.16	20.45	20.74
WAT-C4	GRADE 3 + CLASS 4 CERTIFICATION	W43	17.51	17.76	18.02	18.28	18.54	18.80	19.08	19.35	19.64	19.91	20.20	20.50	20.79	21.10	21.40	21.71	22.02	22.35	22.67	23.00
WAT-C4	GRADE 4 + CLASS 4 CERTIFICATION	W44	19.08	19.35	19.64	19.92	20.20	20.50	20.79	21.10	21.40	21.72	22.03	22.35	22.67	23.00	23.34	23.67	24.02	24.38	24.74	25.09
WAT-C4	GRADE 5 + CLASS 4 CERTIFICATION	W45	21.08	21.38	21.70	22.01	22.33	22.65	22.98	23.32	23.65	24.00	24.36	24.70	25.07	25.44	25.81	26.19	26.57	26.95	27.35	27.75

(b) 20172019 Wage Matrix

AFSCME (Water) PAY MATRIX
2019 HOURLY PAY SCHEDULES, GRADES & RATES
9% Increase to 2018 matrix
Effective 12/15/2018

SCHEDULE	DESCRIPTION	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WAT-REG	GRADE 1	W01	13.71	13.91	14.12	14.34	14.56	14.79	15.00	15.23	15.46	15.70	15.93	16.18	16.43	16.67	16.93	17.19	17.44	17.72	17.99	18.25
WAT-REG	GRADE 2	W02	16.16	16.41	16.65	16.90	17.16	17.42	17.68	17.96	18.23	18.51	18.80	19.07	19.36	19.66	19.96	20.26	20.57	20.89	21.21	21.52
WAT-REG	GRADE 3	W03	18.00	18.27	18.56	18.84	19.12	19.41	19.71	20.01	20.32	20.62	20.93	21.26	21.58	21.91	22.24	22.58	22.92	23.28	23.63	23.98
WAT-REG	GRADE 4	W04	19.71	20.01	20.32	20.63	20.93	21.26	21.58	21.91	22.24	22.59	22.93	23.28	23.63	23.98	24.36	24.72	25.10	25.49	25.88	26.26
WAT-REG	GRADE 5	W05	21.89	22.22	22.57	22.91	23.25	23.60	23.96	24.33	24.69	25.07	25.47	25.84	26.24	26.64	27.05	27.46	27.88	28.29	28.73	29.16
WAT-C1	GRADE 2 + CLASS 1 CERTIFICATION	W12	16.41	16.66	16.90	17.15	17.41	17.67	17.93	18.21	18.48	18.76	19.05	19.32	19.61	19.91	20.21	20.51	20.82	21.14	21.46	21.77
WAT-C1	GRADE 3 + CLASS 1 CERTIFICATION	W13	18.25	18.52	18.81	19.09	19.37	19.66	19.96	20.26	20.57	20.87	21.18	21.51	21.83	22.16	22.49	22.83	23.17	23.53	23.88	24.23
WAT-C1	GRADE 4 + CLASS 1 CERTIFICATION	W14	19.96	20.26	20.57	20.88	21.18	21.51	21.83	22.16	22.49	22.84	23.18	23.53	23.88	24.23	24.61	24.97	25.35	25.74	26.13	26.51
WAT-C1	GRADE 5 + CLASS 1 CERTIFICATION	W15	22.14	22.47	22.82	23.16	23.50	23.85	24.21	24.58	24.94	25.32	25.72	26.09	26.49	26.89	27.30	27.71	28.13	28.54	28.98	29.41
WAT-C2	GRADE 2 + CLASS 2 CERTIFICATION	W22	16.66	16.91	17.15	17.40	17.66	17.92	18.18	18.46	18.73	19.01	19.30	19.57	19.86	20.16	20.46	20.76	21.07	21.39	21.71	22.02
WAT-C2	GRADE 3 + CLASS 2 CERTIFICATION	W23	18.50	18.77	19.06	19.34	19.62	19.91	20.21	20.51	20.82	21.12	21.43	21.76	22.08	22.41	22.74	23.08	23.42	23.78	24.13	24.48
WAT-C2	GRADE 4 + CLASS 2 CERTIFICATION	W24	20.21	20.51	20.82	21.13	21.43	21.76	22.08	22.41	22.74	23.09	23.43	23.78	24.13	24.48	24.86	25.22	25.60	25.99	26.38	26.76
WAT-C2	GRADE 5 + CLASS 2 CERTIFICATION	W25	22.39	22.72	23.07	23.41	23.75	24.10	24.46	24.83	25.19	25.57	25.97	26.34	26.74	27.14	27.55	27.96	28.38	28.79	29.23	29.66
WAT-C3	GRADE 2 + CLASS 3 CERTIFICATION	W32	16.91	17.16	17.40	17.65	17.91	18.17	18.43	18.71	18.98	19.26	19.55	19.82	20.11	20.41	20.71	21.01	21.32	21.64	21.96	22.27
WAT-C3	GRADE 3 + CLASS 3 CERTIFICATION	W33	18.75	19.02	19.31	19.59	19.87	20.16	20.46	20.76	21.07	21.37	21.68	22.01	22.33	22.66	22.99	23.33	23.67	24.03	24.38	24.73
WAT-C3	GRADE 4 + CLASS 3 CERTIFICATION	W34	20.46	20.76	21.07	21.38	21.68	22.01	22.33	22.66	22.99	23.34	23.68	24.03	24.38	24.73	25.11	25.47	25.85	26.24	26.63	27.01
WAT-C3	GRADE 5 + CLASS 3 CERTIFICATION	W35	22.64	22.97	23.32	23.66	24.00	24.35	24.71	25.08	25.44	25.82	26.22	26.59	26.99	27.39	27.80	28.21	28.63	29.04	29.48	29.91
WAT-C4	GRADE 2 + CLASS 4 CERTIFICATION	W42	17.16	17.41	17.65	17.90	18.16	18.42	18.68	18.96	19.23	19.51	19.80	20.07	20.36	20.66	20.96	21.26	21.57	21.89	22.21	22.52
WAT-C4	GRADE 3 + CLASS 4 CERTIFICATION	W43	19.00	19.27	19.56	19.84	20.12	20.41	20.71	21.01	21.32	21.62	21.93	22.26	22.58	22.91	23.24	23.58	23.92	24.28	24.63	24.98
WAT-C4	GRADE 4 + CLASS 4 CERTIFICATION	W44	20.71	21.01	21.32	21.63	21.93	22.26	22.58	22.91	23.24	23.59	23.93	24.28	24.63	24.98	25.36	25.72	26.10	26.49	26.88	27.26
WAT-C4	GRADE 5 + CLASS 4 CERTIFICATION	W45	22.89	23.22	23.57	23.91	24.25	24.60	24.96	25.33	25.69	26.07	26.47	26.84	27.24	27.64	28.05	28.46	28.88	29.29	29.73	30.16

(c) 2020 Wage Matrix

AFSCME (Water) PAY MATRIX

2020 HOURLY PAY SCHEDULES, GRADES & RATES

3.5% Increase to 2019 matrix

Effective 12/14/2019

SCHEDULE	DESCRIPTION	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WAT-REG	GRADE 1	W01	14.19	14.40	14.62	14.85	15.07	15.31	15.53	15.77	16.01	16.25	16.49	16.75	17.01	17.26	17.53	17.80	18.06	18.35	18.62	18.89
WAT-REG	GRADE 2	W02	16.73	16.99	17.24	17.50	17.77	18.03	18.30	18.59	18.87	19.16	19.46	19.74	20.04	20.35	20.66	20.97	21.29	21.63	21.96	22.28
WAT-REG	GRADE 3	W03	18.63	18.91	19.21	19.50	19.79	20.09	20.40	20.72	21.04	21.35	21.67	22.01	22.34	22.68	23.02	23.38	23.73	24.10	24.46	24.82
WAT-REG	GRADE 4	W04	20.40	20.72	21.04	21.36	21.67	22.01	22.34	22.68	23.02	23.39	23.74	24.10	24.46	24.82	25.22	25.59	25.98	26.39	26.79	27.18
WAT-REG	GRADE 5	W05	22.66	23.00	23.36	23.72	24.07	24.43	24.80	25.19	25.56	25.95	26.37	26.75	27.16	27.58	28.00	28.43	28.86	29.29	29.74	30.19
WAT-C1	GRADE 2 + CLASS 1 CERTIFICATION	W12	16.98	17.24	17.49	17.75	18.02	18.28	18.55	18.84	19.12	19.41	19.71	19.99	20.29	20.60	20.91	21.22	21.54	21.88	22.21	22.53
WAT-C1	GRADE 3 + CLASS 1 CERTIFICATION	W13	18.88	19.16	19.46	19.75	20.04	20.34	20.65	20.97	21.29	21.60	21.92	22.26	22.59	22.93	23.27	23.63	23.98	24.35	24.71	25.07
WAT-C1	GRADE 4 + CLASS 1 CERTIFICATION	W14	20.65	20.97	21.29	21.61	21.92	22.26	22.59	22.93	23.27	23.64	23.99	24.35	24.71	25.07	25.47	25.84	26.23	26.64	27.04	27.43
WAT-C1	GRADE 5 + CLASS 1 CERTIFICATION	W15	22.91	23.25	23.61	23.97	24.32	24.68	25.05	25.44	25.81	26.20	26.62	27.00	27.41	27.83	28.25	28.68	29.11	29.54	29.99	30.44
WAT-C2	GRADE 2 + CLASS 2 CERTIFICATION	W22	17.23	17.49	17.74	18.00	18.27	18.53	18.80	19.09	19.37	19.66	19.96	20.24	20.54	20.85	21.16	21.47	21.79	22.13	22.46	22.78
WAT-C2	GRADE 3 + CLASS 2 CERTIFICATION	W23	19.13	19.41	19.71	20.00	20.29	20.59	20.90	21.22	21.54	21.85	22.17	22.51	22.84	23.18	23.52	23.88	24.23	24.60	24.96	25.32
WAT-C2	GRADE 4 + CLASS 2 CERTIFICATION	W24	20.90	21.22	21.54	21.86	22.17	22.51	22.84	23.18	23.52	23.89	24.24	24.60	24.96	25.32	25.72	26.09	26.48	26.89	27.29	27.68
WAT-C2	GRADE 5 + CLASS 2 CERTIFICATION	W25	23.16	23.50	23.86	24.22	24.57	24.93	25.30	25.69	26.06	26.45	26.87	27.25	27.66	28.08	28.50	28.93	29.36	29.79	30.24	30.69
WAT-C3	GRADE 2 + CLASS 3 CERTIFICATION	W32	17.48	17.74	17.99	18.25	18.52	18.78	19.05	19.34	19.62	19.91	20.21	20.49	20.79	21.10	21.41	21.72	22.04	22.38	22.71	23.03
WAT-C3	GRADE 3 + CLASS 3 CERTIFICATION	W33	19.38	19.66	19.96	20.25	20.54	20.84	21.15	21.47	21.79	22.10	22.42	22.76	23.09	23.43	23.77	24.13	24.48	24.85	25.21	25.57
WAT-C3	GRADE 4 + CLASS 3 CERTIFICATION	W34	21.15	21.47	21.79	22.11	22.42	22.76	23.09	23.43	23.77	24.14	24.49	24.85	25.21	25.57	25.97	26.34	26.73	27.14	27.54	27.93
WAT-C3	GRADE 5 + CLASS 3 CERTIFICATION	W35	23.41	23.75	24.11	24.47	24.82	25.18	25.55	25.94	26.31	26.70	27.12	27.50	27.91	28.33	28.75	29.18	29.61	30.04	30.49	30.94
WAT-C4	GRADE 2 + CLASS 4 CERTIFICATION	W42	17.73	17.99	18.24	18.50	18.77	19.03	19.30	19.59	19.87	20.16	20.46	20.74	21.04	21.35	21.66	21.97	22.29	22.63	22.96	23.28
WAT-C4	GRADE 3 + CLASS 4 CERTIFICATION	W43	19.63	19.91	20.21	20.50	20.79	21.09	21.40	21.72	22.04	22.35	22.67	23.01	23.34	23.68	24.02	24.38	24.73	25.10	25.46	25.82
WAT-C4	GRADE 4 + CLASS 4 CERTIFICATION	W44	21.40	21.72	22.04	22.36	22.67	23.01	23.34	23.68	24.02	24.39	24.74	25.10	25.46	25.82	26.22	26.59	26.98	27.39	27.79	28.18
WAT-C4	GRADE 5 + CLASS 4 CERTIFICATION	W45	23.66	24.00	24.36	24.72	25.07	25.43	25.80	26.19	26.56	26.95	27.37	27.75	28.16	28.58	29.00	29.43	29.86	30.29	30.74	31.19

{ARTICLE 7, § 4 BELOW WAS UNILATERALLY IMPLEMENTED BY THE GOVERNING BODY AND NOT SUBJECT TO UNION RATIFICATION}

Section 4. Wage Schedule Administration.

A. Probationary Steps. New hire probationary employees successfully completing their probation period will receive a one (1) step increase in pay. New hire probationary employees will not be eligible for a step increase until their probationary period is successfully completed. For employees that successfully completed probation in 2018, the probationary step increase will commence the first pay period of 2019. The Cross Connection/Backflow Inspector must be certified in their field within six (6) months after obtaining this position to pass probation.

B. Anniversary Steps for 2018. Employees are eligible to receive a one (1) step pay increase for the calendar year 2018~~in 2016 and 2017~~, within the steps identified in Section 3, ~~on the anniversary date of new hire or promotion whichever is applicable~~which will commence the first pay period of 2019, if they meet the following eligibility:

1. No ~~Level 2~~, Level 3, or ~~level~~ 4 disciplinary actions on the employee's record ~~since~~between his/her 2017 and 2018 anniversary dates.

2. The employee receives an overall annual performance evaluation for the previous year of "Meets Expectations" or better rating.

C. Anniversary Steps for 2019 and 2020. Employees are eligible to receive a one (1) step pay increase in 2019 and 2020, within the steps identified in Section 3, on the anniversary date of new hire or promotion, whichever is applicable, if they meet the following eligibility:

1. No Level 3 or 4 disciplinary actions on the employee's record since his/her anniversary date.

2. The employee receives an overall annual performance evaluation for the previous year of "Meets Expectations" or better rating.

D. Any new add pays or add pay increases in Article 7, Sections 5, 7, 8, 10, 11, and 13 shall not commence until the first full pay period of 2019.

Section 5. Promotions.

A. An employee who is promoted to a higher pay classification will be placed in the step that gives that employee ~~as close to~~ at least a three percent (3%) pay increase ~~as possible~~. Such promotion establishes the employee's anniversary date for the purposes of this Section. If the promoted employee is within six (6) months or less of having been eligible for their anniversary step increase at their former/lower classification prior to their promotion, they, if eligible, shall receive an anniversary step added to their wages on the date that it would have come due had they not accepted the promotion. Thereafter all Step increases will come due on the newly established promotion anniversary.

B. Utility System Worker Grade II employees are eligible but not entitled after three years three months (3.3) of service as a permanent employee to be promoted to Utility System Worker Grade III, if the employee is rated satisfactorily by Management and meets the minimum qualifications for position.

Section 6. Reporting Time.

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

Section 7. Call-Back Time.

A. Any employee called back to work outside of his/her regularly scheduled shift shall be compensated at the employee's overtime rate for a minimum of three (3) hours or for the actual number of hours worked, whichever is greater. However, in no case shall an employee be compensated for both call-back time and actual hours

worked. Call-back will only apply to the first time an employee is called back to work. The twenty-four (24) hour call time period for the purpose of this Section and the following Section shall be defined as beginning at the end of the normal work shift and continuing until 7:00 a.m. the next morning and from 7:00 a.m. to the following 7:00 a.m. on unscheduled workdays (typically weekends and holidays). If the employee is required to work a total of three (3) hours or more, the standard overtime and/or regular pay provisions shall apply depending on individual eligibility for overtime or regular compensation. Call-back time paid during an observed holiday will be paid at double time. Only one minimum three (3) hour call-back time allowance shall be provided per twenty-four (24) hour call-back time period.

B. ~~Meter Services Section e~~Employees while in standby status shall receive overtime rates of pay or regular pay depending on individual eligibility for overtime or regular compensation, in lieu of call-back time, for hours worked to receive and make phone calls that do not require reporting to a job site.

Section 8. Standby.

Any employee selected by Management as being on standby during non-normal work hours and specifically designated as a standby employee shall be compensated one (1) hour standby pay for each segment of time. Segment of time shall be defined as follows:

1. Segment one begins 7:00 am – 3:00 pm
2. Segment two begins 3:00 pm – 11:00 pm
3. Segment three begins 11:00 pm – 7:00 am

All standby pay will be compensated at regular straight time pay.

Section 9. Operator Incentive.

Plant Operators holding a Class IV operator's license will be paid at Grade 5 for pay purposes. Plant Operators holding a Class III operator's license will be paid at Grade 4 for pay purposes. They will go to the step in Grade 4 or 5, as applicable, that gives them ~~as close to at least~~ a three percent (3%) pay increase ~~as possible~~ and advance from that step. Such pay will commence the first full pay period after the employee shows proof of Class III or IV license. Such promotion establishes the employee's anniversary date for the purposes of this Section.

Section 10. Shift Differential.

Permanent employees ~~scheduled~~assigned to work a regularly scheduled shift which starts at or after 12:00 noon but before 6:00 a.m. on a weekday or any regularly scheduled shift on Saturday or Sunday shall be paid an additional ~~seventy cents (\$0.70)~~one dollar (\$1.00) per hour while working that shift.

Section 11. Hazardous Material Team.

Each employee assigned to the Hazardous Material Team shall be paid an additional ~~seventy-five cents (\$.75)~~one dollar (\$1.00) per hour based on actual hours worked.

Section 12. Bilingual Pay.

Any employee who has been tested and designated by Management as a bilingual employee shall be paid a lump-sum bonus of two hundred fifty dollars (\$250.00) during the first full pay period of each year.

Section 13. Voluntary Certification.

~~Except for Plant Operators who are already being compensated for certification in accordance with Article 7, Section 9, a~~An employee in Pay Grades two (2) through five (5) who already possesses or earns a National Association of Boards of Certifications (ABC) or State of Kansas certification shall be entitled cumulatively to an additional twenty five cents (\$0.25) per hour increase in salary for the first such (Class ~~1I~~) certification; twenty five cents (\$0.25) per hour for the second (Class ~~2II~~) certification; twenty five cents (\$0.25) per hour for the third (Class ~~3III~~) certification; and twenty five cents (\$0.25) per hour for the fourth (Class ~~4IV~~) certification, or an overall one dollar (\$1:00) per hour maximum for all four (4) classes. Because the certifications need not be obtained sequentially, a bargaining unit member who attempts and qualifies for a class above his/her next numerical progression will be compensated on the basis of the actual level achieved. The effective date for pre-existing certifications shall be January 1st, 2010; for any certifications thereafter, the effective date shall be the first day of the first full pay period following the date awarded. In order to continue to receive an incentive as stated above, an employee must, prior to expiration, present evidence of certification renewal at the Class Level being compensated. A failure to maintain or loss of certification for any reason shall result in corresponding reductions in salary effective the first day of the first full pay period after the lapse.

Plant Operators holding a Class ~~4III or IV~~ operator's license will be paid ~~the same as an uncertified Foreperson at Grade 5, as stated~~ in accordance with Article 7, Section 9. In addition, such Operators shall be eligible for further incentives for acquiring either their Distribution Certifications/License or Wastewater Treatment Plant Operator (WTPO) certification/license at the Class ~~1I~~ through ~~4IV~~ levels, with the same monetary

progressive schedule as spelled out above. As with movement to the Class ~~4~~IV category, the effective date of Distribution Certification/License or Wastewater Treatment Plant Operator Certification/License, incentives shall be paid the first day of the first full pay period following authentication of receipt. Consistent with the above stated certification renewal and retention requirements, Distribution Certification/License or Wastewater Treatment Plant Operator Certification/License must be maintained in order to continue to receive authorized incentives.

Section 14. Trainer Pay.

Employees shall be entitled to an additional compensation of one dollar (\$1.00) per hour as a training incentive for the actual time engaged in providing the training if the following conditions are met:

1. Approval by ~~the OUTD~~Management of the proposed training topic and curriculum. Such decision shall be based on the relevance and applicability of the proposed topic in light of its relevance to the work performed by the division or ~~OUT~~department.

2. The employee achieve and maintain certification or successfully complete dedicated coursework and maintain their proficiency or expertise in the training subject matter.

3. The employee prepare a curriculum including testing materials for the training subject.

Section 15. Performance Evaluations.

- A. The purpose of the employee performance evaluation shall be to inform employees of how well they are performing their work and how they can improve their

work performance. Employees' performance evaluations shall be required at the end of every probationary period. After the probationary period, employees shall be evaluated annually (2080 hours). The Department Head may require more frequent evaluations if the employee's job performance merits. The City shall inform the employee in writing, within fourteen (14) days of the end of the probation period, of their successful completion, or failure to complete the probationary period. Annual evaluations shall be completed within thirty (30) days of the scheduled performance evaluation. The Department Director will establish the cycle for the annual performance evaluation with notification being made to the employee as to when the performance evaluation cycle will occur. Whenever possible, the performance review shall be conducted by the employee's immediate supervisor. Failure to perform the above cited evaluation shall mean the employee has been deemed to satisfy the requirements of at least a "Meets Expectations" overall rating.

B. The evaluation will be derived from the employee's position description. The position description will contain actual duties. The performance appraisals shall be comprised of measurable standards of performance from the position description. The ratings shall be made annually on forms reflecting the performance requirements. Each employee subject to evaluation shall be provided with a copy of his/her position description and a set of performance standards at the beginning of each evaluation period. Performance evaluations shall be confidential and shall be made available only to the employee evaluated, their supervisor and managers or department head, the Human Resources Director, the City Manager, any person designated by the employee, and any individual who may reasonably need access to the performance evaluations as

required for legal actions including the resolution of grievances. The employee shall be provided with a copy of the completed evaluation. The performance evaluation form shall contain a provision that notifies the employee of his/her appeal rights.

C. Any employee who has received a “Needs Improvement” rating may appeal that evaluation by filing notice of intent with the department head within fourteen (14) days of delivery of the evaluation. The notice of intent to appeal performance evaluation rating shall be in writing and include the portion(s) of the evaluation that is being appealed and state the desired remedy sought through the appeal process. The appeal procedure is set forth below:

1. On receipt of notice of an appeal, the department head shall, within five (5) working days, select one person to serve as the City’s representative to serve on the appeal committee and shall notify the employee filing the appeal of the name of the person selected to serve. The person selected to serve on the appeals committee shall be a benefit eligible employee of the City.

2. The employee filing the appeal shall, within five (5) working days of the filing, select one (1) person to serve as their representative to serve on the appeals committee and shall notify the department head of the name of the person selected to serve. The person selected to serve shall be a benefit eligible employee of the City.

3. The persons selected pursuant to 1 and 2 above shall meet within five (5) working days of notification of their appointment to select a chairperson to serve on the appeals committee. The person selected as chairperson shall be a permanent employee of the City. In the event the two persons selected by the

department head and the employee filing the appeal cannot agree on a neutral chairperson, then management and the union shall meet and decide upon a neutral chairperson.

4. The appeals committee shall schedule a hearing within five (5) working days of the appointment of the chairperson. Time spent serving on the appeals committee shall be considered as hours worked.

5. The person filing the appeal shall have the right to call as a witness any individual having knowledge of the ability of the employee to perform the job providing that the witness shall have the right to refuse to testify regarding the ability of the employee to perform the job.

6. The supervisor who performed the evaluation shall appear at the hearing and explain the basis for the evaluation as it was written.

7. The appeals committee shall, within five (5) working days of the hearing, either sustain the performance evaluation or make a determination which is based on the committee majority decision that the performance evaluation warrants a change to be made to the rating. The majority decision shall be supported by written findings. The committee's recommendation shall be forwarded to the department head to initiate a rating change if recommended by the committee. The majority decision, including the written findings, shall be also provided to the employee filing the appeal.

D. Performance evaluation ratings are not subject to the grievance procedure as the grievance procedure does not afford the opportunity to change a specific performance rating. Provided however, that if the first notice the employee receives of a

grievable matter is through the performance evaluation, the employee shall have the right to grieve that matter, in accordance with the grievance provisions set forth in Article 10 of this Agreement. The performance rating is not subject to the grievance procedure.

Section 16. Wage Comparability Study.

Union and Management jointly conducted a wage comparability study during 2016 and 2017. A copy of the final report entitled "AFSCME Water Salary/Comparability Study" is attached here as Appendix A.

~~Union and Management jointly conducted a wage comparability study during 2011 and 2012. A copy of the final report entitled AFSCME 2012 Water Comparability Study is attached hereto as Appendix B.~~

~~The City agrees to commence the RFP process for a wage comparability study before December 1, 2016. At the discretion of management the union will be provided the opportunity to review and provide input regarding the RFP process, study criteria and to review a working draft prior to finalization.~~

Section 17. Large Meter Crew.

Employees that have earned a large meter certification and are assigned to the large meter crew shall receive an additional twenty-five cents (\$0.25) an hour.

ARTICLE 8 OVERTIME

Section 1. Definition of Overtime.

Overtime is defined as all hours actually worked in excess of forty (40) hours per week. Holiday leave, personal leave, vacation leave, voting time, funeral leave, family crisis leave, and jury/civic duty leave shall be considered hours worked for the purpose of calculating overtime and such other types of leave that are compensable under the FLSA and considered hours worked for the purpose of calculating overtime. Overtime work must be approved by Management and shall be calculated to the nearest one-quarter (1/4) hour. Sick leave and compensatory time are not counted as hours worked for the purpose of calculating overtime.

Section 2. Temporary Employees.

Temporary Employees are limited to working overtime only when all trained and qualified permanent employees have been offered and declined.

Section 3. ~~Rate of Pay~~Overtime Compensation.

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

(b) Compensatory Time. Compensatory time shall be given in accordance with the provisions of the FLSA. At the employee's election and subject to concurrence by the Supervisor/Manager, hours normally classified as overtime and eligible for compensation at one and one-half (1½) times the employee's regular rate of pay may instead be designated as the equivalent in compensatory time and utilized as leave. Such election shall, however, be subject to a maximum accrual of forty-eight (48) hours. The Division Head may determine a temporary greater maximum accrual. All accrued

unused compensatory time earned in pay periods 25 and 26 of the previous year and pay periods 1 through 24 of the current year will be paid out on the pay date for pay period 26.

(c) Request for usage. Requests for use of compensatory time shall follow the same procedure as use of vacation.

Section 4. Deferments.

A. Employees on a particular list may request deferral until the list has been exhausted. An employee who has requested deferral must remain available until the Employer has satisfactorily secured enough employees to work the overtime. The Employer shall notify the employee requesting deferral of his/her release when sufficient employees have been secured. The employee deferred shall report to duty upon the second notice.

B. Any employee excused or deferred from overtime will have the amount of time on the particular accumulated overtime list adjusted the same as if he/she had worked.

C. Once an overtime work assignment is made to employees from the overtime lists, it shall be the employee's responsibility to complete the work assignment. In the event an employee cannot complete the work assignment for personal reasons after the normal quitting time, it shall be that employee's responsibility to find another employee with the same job classification or one higher classification except for the Forepersons which could find a Lead Person to complete the assignment. Provided however, management may permit substitution for an even higher classification in the

event that the employee cannot find a replacement in the same or one higher classification.

Section 5. Employee's Obligations to Perform Overtime Work.

No employee shall have the right to refuse a call for overtime work. The Employer may excuse employees for overtime work under circumstances which Management deems appropriate, provided the assigned employee finds a qualified replacement in the same job classification or one higher classification except for the Foreperson which could find a Lead Person to fulfill his or her overtime commitment. Provided however, management may permit substitution for ~~an even higher~~any classification in the event that the employee cannot find a replacement ~~in the same or one higher~~in the classification required above. Each such occurrence shall be considered by Management on a case-by-case basis.

Section 6. Special Circumstances.

The Employer or the primary foreperson on call shall retain the right to call any employee in to work overtime without regard to the accumulated overtime list if, in the opinion of Management, a particular employee's job skills or knowledge is required or if due to the nature of the emergency a delay in reporting time could be encountered.

Section 7. Posting of Lists.

All overtime lists for each section or work crew shall remain available for review by the employees.

Section 8. ~~Fatigue and Sleep Time.~~

A. Employees shall not work more than twenty-four (24) hours without management approval; provided however, no prior approval of management shall be required in the case of emergency and/or exigent circumstances, as determined by the

employee(s), or the immediate unavailability of management. An employee shall not be disciplined who is in compliance with this Section.

B. Sleep time is authorized time for employees to be off from regular work shift due to fatigue from working overtime.

AC.—Employees working a regular shift, not on standby/call status, will ordinarily be required to report for their regular shift or any portion thereof eight (8) hours after completion of overtime work; provided however, in the event the employee is on second shift, the employee will be required to report seven (7) hours after completion of overtime work.

1. If the employee works past 3:00 a.m. he or she will be permitted twelve hours after the completion of the overtime work before being required to report for his or her regular shift.

2. If the employee has worked 48 hours or more in the previous 72 hours or 18 hours or more in the previous 24 hours, the employee will be permitted twelve (12) hours after the completion of the overtime work before being required to report for his or her regular shift.

3. Employees will be permitted to use sleep time for the portion of the subsequent work day which is covered by the eight (8) or twelve (12) hour period.

BD. Employees assigned to standby/call list for a specific week shall be exempt from the provisions of subsection AC.

CE. Beginning in January of 2018 Management and the Union will create a committee to examine the sleep time issue and work together to identify possible solutions to prevent employees from having to work more than twenty-four (24) straight hours. The committee will meet at least quarterly and will be composed of equal number of members from the Union and Management.

Section 9. Distribution of Overtime Work.

Overtime work shall be distributed to employees as per the following methods:

A. Meter Services, Water Services, Technical Services, Plant Maintenance and Operations Employees. Overtime shall be assigned in a fair and equitable manner to all employees who normally perform such duties, provided, however, that such employees have received adequate training for the required job duties and have demonstrated the ability to perform the required job duties as determined by Management.

B. Water Services (Distribution) Employees.

1. If the Standby Foreperson requires additional employees other than members of his/her crew, then he/she shall be responsible for having other employees on the Additional Overtime List called out for the overtime work. The first time it is necessary for the Foreperson to call employees outside his/her crew, the first employee with the most seniority on the Additional Overtime List shall be called. For each subsequent time that it is necessary for the Foreperson to call employees outside his/her crew, the Standby Foreperson shall call the employee after the last one who was contacted for the last overtime opportunity, thus rotating the seniority list for purposes of offering overtime. Any employee unavailable for overtime shall not be offered overtime again until the entire list in said category or classification has been exhausted, provided, any employee who has been called out for an emergency and is still on emergency duty may be required to continue to work as long as any other emergencies exist. Any time an employee is on assigned standby, he/she will be bypassed on the Additional Overtime List.

2. If an employee becomes fatigued when working overtime, then he/she may inform the Foreperson in charge of his/her crew that he/she is fatigued and request that a replacement be found. The Foreperson, upon receiving such a request, using the Additional Overtime List, shall then seek an employee to replace the fatigued employee, and upon the replacement employee's arrival, the Foreperson shall release the fatigued employee to go home.

Section 10. Emergency Standby/Call Lists.

Employees that are assigned to standby will be on a seven (7) day rotational basis using standby/call lists and will be paid standby in accordance with Article 7, Section 8, except for Plant Operators who will be assigned standby in accordance with Section D.

A. Water Services Emergency Standby – Standby/Call list will consist of, as a minimum, a Foreperson and two (2) other qualified employees. Other qualified employees will be called in if needed.

B. Plant Maintenance Emergency Standby – Plant Maintenance employees, if assigned to standby, will have a consolidated list consisting of all qualified employees that shall be maintained by seniority and in rotational order with one (1) person on emergency call each week.

C. Meter Services Section Standby – Meter Services Section employees, if assigned to standby, will have a consolidated list consisting of all qualified employees that shall be maintained by seniority and in rotational order with one (1) person on emergency call each week.

D. Plant Operators Emergency Standby – When Plant Operators are assigned a maintenance day, they shall also be placed on standby for the segments outside of the scheduled shift. Provided however, in the event that more than one Plant Operator is scheduled for a maintenance day, only one Plant Operator shall be placed on standby and eligible for standby pay. The standby assignment shall be rotated between the Plant Operators on a weekly basis.

ARTICLE 9 DISCIPLINE AND DISCHARGE

Section 1. Progressive Discipline.

Management shall apply the concept of progressive discipline for offenses of a nature not serious enough to warrant immediate suspension or discharge and shall point out deficiencies in work at the time, or as soon as practicable following knowledge of problems. Management shall strive to make suggestions and corrections in a constructive and helpful manner. Corrective action and suggestions should not be construed or mistaken for disciplinary action. When disciplinary action or other corrective measures are warranted for just cause, they may include the following but may not necessarily be initiated in this order:

Documented Oral Reprimand (Level 1) - Management must inform the employee that he/she is receiving a Documented Oral Reprimand and of his/her right to Union representation, which shall be provided if so requested. The employee shall also be given reasons for such discipline.

Written reprimand (Level 2) - Notice to be given in writing.

Suspension (Level 3) - Notice to be given in writing.

Discharge (Level 4) - Notice to be given in writing.

Whenever appropriate, employees shall be referred to the Employee Assistance Program for assistance in dealing with outside influences that are affecting their job performance.

Compliance with City, Department and Division rules are necessary for safe and efficient operations and to maintain sound relationships with employees. Below is a listing of certain offenses which the Employer feels are of such a serious nature as to

warrant immediate discharge or suspension. The Employer shall have the absolute and unalterable right to terminate or suspend for just cause an employee immediately and without any prior notice of any kind for the violation of these rules. Related and mitigating factors may be considered when determining the action to take. The list of offenses presented herein does not purport to be all-inclusive.

1. Refusing to perform work assignments.
2. Leaving work assignment and/or City property without permission.
3. Possession of intoxicating beverages or illegal drugs on City property.
4. Possession of any type of firearms, ~~or explosives,~~ or concealed weapon in violation of federal or state law or any City policies.
5. Removal of any City property from City premises for the employee's personal use and/or the disposal of any property without the written approval of Management.
6. Knowingly falsifying information to the City.
7. Using threatening language to a supervisor or striking a supervisor.
8. Fighting on City property, including striking a fellow employee or the striking of a supervisor or threatening a fellow employee or supervisor with apparent intent to cause bodily harm.
9. Soliciting or performing work during working hours other than for the Employer.
10. Consumption of alcohol or use of drugs or in a condition unable to perform duties because of the consumption of alcohol or use of drugs.
11. Willful and/or reckless neglect of duty.

12. Failure to return to the job after an approved leave of absence or failure to return to the job after any other permitted departure.

13. Conducting personal business during work hours without approval by Management.

14. Conviction of a crime involving dishonestly or a threat or act of violence.

The preceding list does not limit Management's right to take appropriate corrective or disciplinary action for just cause as needed. Any employee receiving a corrective or disciplinary action shall sign any such action to acknowledge receipt of the action. Provided, if the employee refuses to sign, the Union Representative, if present, may be requested to sign the action acknowledging the employee was advised of the action. Employees may request the presence of a Union Representative at disciplinary proceedings.

A permanent employee, as defined in Article 2, Paragraph C of this Agreement, may be removed for just cause. Any employee removed for just cause shall be given written notice of his/her dismissal stating the cause for removal. Any employee dismissed for just cause shall be removed from the payroll immediately.

Section 2. Manner of Discipline.

If the Employer has reason to counsel/discipline an employee, it shall normally be done in a private setting, not before other employees or the public, and with Union representation if requested.

Section 3. Notification and Measure of Disciplinary Action.

Management will inform the Union of pending disciplinary actions within fifteen (15) working days after Management becomes aware of an incident.

For discipline other than documented oral reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, Management shall notify the Union of the meeting and then shall meet with the employee involved and inform him/her of the reason for such contemplated disciplinary action. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union Representative shall be given the opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested. If the employee does not request Union representation, a Union Representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, Management shall promptly furnish the employee and the Union, in writing, a clear and concise statement of the reasons therefore. Once the measure of discipline is determined and imposed, Management shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

An employee shall be entitled to the presence of a Union Representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

Section 4. Limitations on the Use of Disciplinary Actions in an Employee's Personnel File.

Disciplinary actions for offenses of a nature not serious enough to warrant immediate suspension or termination shall not be used for employment decisions relating to the employee including progressive disciplinary actions, or promotional opportunities if the employee receives no additional disciplinary actions for offenses of a similar nature for a period of two (2) years.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 1. Definitions.

A grievance is defined to be any matter(s) involving an alleged violation of this Agreement occurring, during its term only, by the Employer as a result of which the aggrieved employee maintains that the employee's rights or privileges have been violated by reason of the Employer's interpretation or application of the provisions of this Agreement. Such matter(s) shall be exclusively resolved in accordance with the procedure herein provided. Both parties agree to keep the grievance procedure free of non-meritorious grievances claims.

Section 2. Applicability.

This process shall apply to permanent employees in the bargaining unit. Provided, however, initial probationary employees may utilize the grievance procedure for benefit issues only.

Section 3. Representation.

The Union shall be the exclusive representative of all the employees in the bargaining unit for the purposes of presenting to and discussing with the Employer grievances of any and all such employees arising from such employment.

Section 4. Union Grievances.

Employees, groups of employees, or Union designees who are members of the bargaining unit shall have the right to initiate a grievance when any provision of this Agreement has been violated or when the Employer's interpretation of the terms and provisions of this Agreement leads to a controversy with the Union over application of

the terms or provisions of this Agreement. Only the Union or the City may proceed with a grievance beyond Step 3.

Section 5. Steward System.

The Employer agrees to recognize stewards who have been designated by the Union to serve in this capacity. The number of stewards and/or alternates selected from among permanent employees in each appropriate unit will not exceed seven (7) stewards and/or alternates. One of the stewards selected by the Union shall be designated as the Chief Steward.

The Union agrees to provide the Employer a list of all stewards, designating their assignment as a regular or alternate steward. The Employer agrees to provide a list of all supervisors, designating the area of the appropriate unit in which they serve as a supervisor. The Chief Steward is not restricted to any area in performing assigned functions as long as the Chief Steward remains within boundaries of the appropriate bargaining units. The steward list will be maintained on a current basis.

Stewards shall be allowed reasonable time during working hours, without loss of pay or leave, for the sole purpose of investigating grievances in the appropriate bargaining unit represented by the steward. Reasonable time for this purpose shall be interpreted to mean not more than sixty (60) minutes per week. Extensions of this time limit may be authorized by Management and will not be unreasonably denied. Before leaving the assigned work area, the steward will notify the immediate supervisor who is not in the bargaining unit and advise:

1. That the absence will involve Union business as it relates to possible grievances: and

2. The location to which the steward is going.

It is understood that the work and service provided by the Employer are the primary concern and such requests for absence on Union business will reflect that concern. If the supervisor feels that the steward cannot be excused at the requested time, the supervisor will make arrangements as soon as practical so the steward may be excused. On arriving at the destination, the steward will seek out the designated supervisor and advise:

1. The purpose of the steward's visit; and
2. The name of the employee to be seen.

The supervisor normally will make the employee available. If the employee is not available because of work demands, the supervisor will make arrangements, without undue delay, to make the employee available.

Alternate stewards will function as stewards in the absence of the regular stewards and will observe the procedures set forth in this Section.

The Chief Steward will be allowed two (2) hours per week for investigating grievances.

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

The number of authorized stewards is subject to modification upon mutual agreement by the parties.

Section 6. Procedure.

The Employer and the Union agree to the following exclusive procedure of presenting and adjusting grievances which must be processed in accordance with the

steps, time limits, and conditions listed below. Time limits will not begin until notice and/or responses are given to the appropriate individuals including employee, Employer, and Union. The parties may by mutual agreement have the ability to skip steps one (1) through three (3) in an effort to expedite the grievance process.- Such consent shall not be unreasonably withheld.

STEP 1: The aggrieved employee shall bring a potential grievance to his or her supervisor within ten (10) business days of the incident giving rise to the potential grievance. In the event that the supervisor and the aggrieved employee and his or her Union Representative are unable to informally resolve the matter
~~The aggrieved employee and/or his/her Union Representative shall~~ reduce the grievance to writing and file the formal grievance with the Section Manager
~~discuss the matter with the employee's immediate supervisor outside the bargaining unit within fifteen (15) ten (10) workingbusiness days of the completion of the discussions with the supervisor.of the occurrence of the incident giving rise to the grievance or from the time the employee reasonably became aware of the incident giving rise to the grievance~~ The grievance shall be signed by the employee and by the Union Representative and shall set forth the facts of the dispute, the relief sought, and shall refer to the specific provision or provisions of the contract alleged to have been violated. In the event the employee is unavailable to sign the grievance, the employee may authorize the Union Representative to sign as his or her designee. The Section Manager shall schedule and hold a meeting with the employee and his or her Union Representative to discuss the grievance. Such meeting shall be scheduled within ten (10) business days from receipt of the grievance. The-Section Manager shall give his/her written answer within ten (10) business days after the meeting.

STEP 2: In the event the grievance is not resolved at Step 1 to the satisfaction of the grievant, by discussions between the grievant and the supervisor, the grievant may, file the grievance within ten (10) business days with the Division Director,
~~reduce the grievance to writing and file the formal grievance with the Division Director. The grievance shall be signed by the employee and by the Union Representative and shall set forth the facts of the dispute, the relief~~

~~sought, and shall refer to the specific provision or provisions of the contract alleged to have been violated.~~ Second step grievance discussions shall take place at a meeting with the Division Director and the Union Representative and employee. Such meeting shall be scheduled and held within ten (10) ~~workingbusiness~~ days. The Division Director shall give his/her written answer within ten (10) ~~workingbusiness~~ days after the close of discussion.

STEP 3: In the event the grievance is not resolved at step 2 to the satisfaction of the grievant, he/she may, within five (5) ~~business~~ days, file the grievance with the Department Director. The Department Director shall conduct a meeting with the grievant and his/her Union Representative and shall within ten (10) ~~workingbusiness~~ days deliver his/her written response to the grievant and the Union.

STEP 4: If the Union does not consider the matter resolved at step 3, the Union may, within five (5) ~~business~~ days, file the grievance with the Human Resources Department. Representatives of the Human Resources Department shall investigate and shall conduct an informal hearing into the matter giving all parties and opportunity to state their positions. The representative of the Human Resources Department shall provide an answer to the matter within fifteen (15) ~~workingbusiness~~ days of receipt of the grievance.

STEP 5: The answer of the representative of the Human Resources Department shall be final unless the grievance is appealed to arbitration by the Union, giving written notice of the intent to arbitrate to the Human Resources Department within fifteen (15) ~~workingbusiness~~ days after receipt of the final answer.

Section 7. Arbitration.

If the grievance is appealed to arbitration by the Union, the ~~parties shall first meet and try to agree on an arbitrator. This meeting shall take place within ten (10) working days of receipt of the notice specified in Step 5.~~ Union will provide payment for one half of the expense to obtain an initial roster of arbitrators within fifteen (15) business days of

the notification of the intent to arbitrate or any request for a list of arbitrators. Failure to submit payment for the roster within fifteen (15) business days of filing a notice of intent to arbitrate will result in a withdrawal of the notice and the matter will be considered settled on the basis of the City's last answer. ~~Failing such agreement, the parties~~ Upon receipt of payment from the Union, the City shall ~~jointly~~ request a panel of five (5) arbitrators from one of the following as mutually agreed: the Federal Mediation & Conciliation Service, American Arbitration Association, or the Kansas Public Employee Relations Board. Should the first panel of arbitrators be found to be unacceptable, then either party may request that a second panel of arbitrators be obtained. ~~The Union will provide payment for one half of the expense to obtain a roster of arbitrators within seven (7) days of the notification of the intent to arbitrate or any request for a list of arbitrators. Failure to submit payment for the roster within seven (7) days of filing a notice of intent to arbitrate will result in a withdrawal of the notice and the matter will be considered settled on the basis of the City's last answer.~~

The alternate striking method shall be utilized with the Union to strike the first name from the panel and then each party shall in turn strike a name until one arbitrator is left. The arbitrator shall be notified of the selection by a letter. Both parties agree to provide the other party with a list of all known witnesses to be used in the arbitration hearing at least fifteen (15) business days prior to the arbitration hearing. If evidence not presented at Step 5 of this procedure is to be used at the arbitration hearing, the evidence shall be exchanged at least fifteen (15) business days prior to the arbitration hearing or the arbitrator may grant a continuance of the hearing at the request of the party who did not receive the evidence in advance.

Section 8. Authority of Arbitrator.

Only one grievance may be decided by the arbitrator at any hearing unless the parties mutually agree to waive this requirement. The arbitrator shall have no right to add to, subtract, nullify, ignore, or modify any of the terms of this Agreement or expand the issue presented. The Arbitrator shall consider and decide the issue stipulated by the Employer and the Union, or the arbitrator shall frame the issue to be determined. The award of the arbitrator shall be binding on the Employer, the Union and the employee or employees involved.

Section 9. Arbitration Expenses.

The fee and expenses of the arbitrator shall be shared equally by the Employer and the Union. Each party shall be responsible for its own arbitration expenses including compensating its own representatives and witnesses, if necessary.

Section 10. Effect of Time Limits.

The parties agree to follow each of the foregoing steps in the processing of a grievance. If, in any step, the Employer representative fails to file his/her written answer within the time limit therein set forth, the grievance shall automatically be transferred to the next step at the expiration of such time limit. Any grievance not moved by the Union to the next step within the time limits provided following the Employer's answer will be considered settled on the basis of the City's last answer. Extensions of days to answer or move a grievance may be extended by mutual agreement.

Section 11. Representation.

An aggrieved employee shall be entitled to have only one employee Union Representative (not including the Chief Steward at the 3rd & 4th Steps hearing) at any

level of the grievance procedure. Both parties will notify the other party in advance of a grievance hearing and, if possible, the person each party will have in attendance at the grievance hearing.

Section 12. Unapproved Work Practices.

Work practices which have not been approved by Management shall not be subject to the grievance procedure, unless Management has been notified of the practice by the Union and corrective action was not taken within ten (10) working days. An employee will have an additional five (5) working days to file a grievance if Management does not initiate corrective action within the ten (10) working days.

Section 13. Employee-Employer Meetings.

A. The Employer may meet at least once a month at mutually convenient times with Union Representatives. The purpose of the meetings will be to discuss procedures for avoiding grievances. The Union Representatives may discuss with the Employer other issues which would improve the relationship between the parties. Such meetings shall not exceed one (1) hour per month unless mutually agreed. Attendance at these meetings shall be considered hours worked.

B. Up to five (5) members of the bargaining unit will be allowed paid time from duty to attend scheduled negotiation sessions, including union caucuses immediately before or after the scheduled sessions, provided management approval is obtained in advance and an employee's attendance does not unreasonably or unduly affect staffing levels. It is agreed that time off for scheduled negotiation sessions shall be paid as straight time and will not be considered hours worked for the computation of overtime.

ARTICLE 11 GENERAL PROVISIONS

Section 1. Pledge Against Discrimination and Coercion.

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, marital status, race, disability, gender, sexual orientation, color, creed, national origin, or political affiliation. The Union shall share equally with Management the responsibility for applying this provision of the Agreement.

Management agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by Management or any Management representative against any employee of Union membership.

The Union recognizes the fact that both Union shop and agency shop agreements are in violation of the right to work section in the State Constitution. As a result, there shall be no coercion exercised upon any employee in an attempt to persuade them to join the Union. Likewise, there shall be no discrimination, interference, threats, or restraint exercised upon any non-union employee. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees within the bargaining unit, without discrimination, interference, restraint, or coercion, whether or not they belong to the Union.

Section 2. Work Rules.

It is understood that work rules and/or regulations will not be inconsistent with the provisions of the Agreement. Work rules and/or regulations will be reasonable and uniformly applied in like circumstances.

Existing work rules and regulations pertaining to the performance of work and conduct of employees shall be available in each Section for review by employees. One copy of the rules and regulations shall be made available to the Union.

When existing work rules are changed or new rules established, they shall be posted prominently on each Section bulletin board for a period of seven (7) calendar days before implementation.

In the event an emergency is declared by Management, existing work rules may be changed without prior notice. Such emergency work rule changes shall only remain in effect during the emergency as declared by Management.

Section 3. Night Security.

It is agreed that Management will provide for all employees working in facilities by themselves to be regularly checked to assure their health and safety.

Section 4. Voluntary Termination.

Any voluntary termination initiated by an employee shall be effective the day following receipt of written notice by Management unless a date other than the next day is designated in the written notice, to a maximum of fourteen (14) days.

Section 5. Return of City Property.

Employees shall return any property belonging to the city upon separation. Such property shall include, but not be limited to, the following:

- a. Uniforms furnished to the employee by the City (Depreciated Value of 25%;
- b. Any tools, equipment, and or material belonging to the City;

c. Any keys, fobs or Identification cards and all copies thereof that could be used to gain access to property; and

d. Protective devices, clothing or equipment furnished by the City

If an employee fails to return such property, the City may deduct from the employee's final wages the replacement cost of the property after providing written notice and explanation of the costs to the employee.

If a former employee returns City property after the replacement cost has been deducted, the City will reimburse the former employee for the amount deducted for unreturned property.

Section 6. Personnel Records.

A. Definition. The term "personnel record," as used in this Article, shall mean the records and/or files related to an employee's job with the Employer which are maintained in the official personnel file at the Human Resources Department.

B. Access to Personnel Records. It is agreed that individual personnel records and files shall be considered confidential and the property of the Employer. It is also agreed that such official personnel records and files or information contained therein are not available to the general public except upon the written consent of the affected employee. The following provisions shall apply regarding an employee's access to his/her official personnel record.

1. Each employee shall be allowed to inspect and make copies of his/her personnel records. A written request to do so shall be directed to the Human Resources Department, which will schedule a time for inspection that is convenient for both the employee and the Human Resources Department. A

charge may be made in accordance with the fee established by the City in accordance with the Open Records Act for any copies of records made by the employee.

2. A Union Representative may, if the employee wishes, accompany the employee when reviewing his/her personnel record. Alternatively, an individual employee may authorize a Union Representative to review and/or copy his/her file. Such authorization shall be in writing, identifying the Union Representative authorized to review and/or copy said record(s), and be provided to the Human Resources Department prior to the desired time of review or copying of said record(s). However, neither the employee nor the authorized Union Representative shall be entitled to review or copy confidential pre-employment information except where a dispute exists as to the legality of the hiring process.

C. Removal and Deletion of Information from Record(s). Should an employee, after inspecting his/her personnel file, believe that certain material is irrelevant, inaccurate, or obsolete, he/she may submit a written request to the Human Resources Department to remove the material(s) from the file. The Human Resources Director will either remove the material(s) or inform the employee why the material(s) should remain in the file. If the employee is not satisfied with the decision, the employee shall be permitted to place a written statement of disagreement in the file.

Section 7. Employee Assistance Programs.

The Employer and Union agree to cooperate in encouraging employees who are in need of counseling and/or assistance in such areas as alcoholism, drug abuse,

financial and/or legal difficulties, family problems, and similar areas to undergo a program directed to their rehabilitation. An employee may be required to seek appropriate remedial counseling if, in the determination of Management, the employee's personal behavior and/or activity is interfering with job performance. Referrals for assistance may be arranged confidentially either through the Human Resources Department, Management, or the Union Representative and/or designee.

Section 8. Residency.

All bargaining unit members shall be subject to the residency requirements as set forth in the City Code. The residency requirements of such members shall be governed by any amendments to, or repeal of, the current code; provided, however, that all bargaining unit members shall be required to reside within a distance which will allow them to report to work in an emergency in no more than a forty-five (45) minute period of time.

Section 9. Selection of Shifts by Plant Operators.

Seniority as a Plant Operator without regard to grade or class level shall be utilized in allowing Plant Operators to select their preferred shift, which once selected shall be controlling for a period of one (1) calendar year. A shift vacancy caused by illness, injury, self downgrade, retirement or termination which is anticipated to be six (6) months or more in duration shall be re-bid.

Section 10. Driver's License Requirement.

All bargaining unit members who are required to maintain a valid Class C Kansas driver's license or a commercial driver's license will be provided up to two (2) hours of

on duty time to renew their respective driver's license or take the initial Commercial Driver's License test.

A. Employees shall be required to notify their supervisor in the event their driver's license is suspended, revoked or otherwise confiscated. Such notification shall be made to the supervisor prior to the start of the next scheduled work period. In no circumstances shall a City employee whose driver's license has been suspended, revoked, or otherwise confiscated, operate a City vehicle of any type prior to notification to the supervisor of the action. Failure to report the action or the operation of a City vehicle prior to notification shall be grounds for immediate disciplinary action up to and including termination from City employment.

B. Loss of License.

1. 90 days or less. An employee who suffers a loss of his or her license for a period of ninety (90) calendar days or less shall be assigned to non-driving duties for a period of thirty (30) calendar days. An employee may be assigned to non-driving duties for which the employee is qualified if such assignments are available for an additional sixty (60) calendar days and will be paid at the pay rate for the position into which he or she is assigned. Employees may use accrued vacation, personal leave, or compensatory time during this sixty (60) calendar day period. If an employee's license is reinstated during this ninety (90) calendar day period, the employee shall be reinstated to his or her former position.

2. More than 90 days. An employee who suffers the loss of his or her license for a period of time greater than ninety (90) calendar days shall be

removed from his or her position and shall be eligible for an additional ninety (90) calendar days to compete for non-driving positions. Employees may use accrued vacation, personal leave, or compensatory time during this ninety (90) calendar day period.

Section 11. Cell Phone.

Employees may be required to have cell phones as a tool for their job assignment as determined by management. Employees who are identified as being required to have a cell phone are subject to the appropriate cell phone policy of the City.

Section 12. Inclement Weather Pay.

In the event of a snow or other emergency declaration by the City Manager whereby employees designated as "non-emergency" are directed to stay home with pay without assessment of personal leave, employees directed by management to work and who do report to work shall receive Inclement Weather Pay equal to the same number of hours as those excused from duty in addition to the employee's regular rate of pay for hours actually worked. Those employees directed by management to report to work and who do not report to work will be required to use appropriate leave to cover the entire scheduled shift. Inclement Weather Pay is paid at the employee's regular rate of pay and is not considered hours worked for purposes of overtime.

ARTICLE 12 MANAGEMENT RIGHTS

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

- A. Direct the work of its employees;
- B. Hire, promote, demote, transfer, assign, and retain employees in positions within the public agency;
- C. Suspend or discharge employees for just cause;
- D. Maintain the efficiency of governmental operation;
- E. Relieve employees from duties because of lack of work or other legitimate reasons;
- F. Take action as may be necessary to carry out the mission of the agency in emergencies; and
- G. Determine the methods, means, and personnel by which operations are to be carried on.

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

ARTICLE 13 LAYOFF, RECALL, & BUMPING

Section 1. Layoffs and Determination.

“Layoff” shall be defined as a reduction of staff or the elimination of any classification or position to ensure the efficient and economical operation of the Department, as determined by Management. In the event a reduction in force is necessary, employees shall be laid off as follows:

A. Management shall first designate the classification(s) where the layoff will occur, and in general, temporary employees or employees who are partially subsidized through specially budgeted programs shall be laid off first, followed by employees on part-time schedules, followed by full-time employees.

B. The layoff of full-time employees will occur in the inverse order of their seniority in the classifications.

An employee shall only have entitlement to retaining a position in which he or she has completed a probationary period, provided such a position is available.

Section 2. Required Notice.

Employees who are to be laid off shall be given written notice at least fifteen (15) calendar days in advance of the date of the layoff, or if sufficient notice is not given, Management shall give the equivalent amount of difference in pay between the required notice and days worked (160 hours for 40 hour employees) to the individual in lieu of the required notice. The Union shall be given a copy of the layoff notice.

Section 3. Recall.

Employees shall be recalled from layoff according to their seniority in the job

classification in which Management has declared a vacancy. If there is more than one employee available to be recalled, Management shall consider the employee with the most prior seniority and qualifications in that classification. Management shall retain a list of those employees who have been laid off. Those employees who have remained on a layoff status for one (1) day past eighteen (18) months shall be struck from the list forever and shall not be included in any recall list of employees by Management. The employee shall notify Management in writing and by certified mail within ten (10) days of any change of address. Any employee failing to provide such notice shall not have recourse, legal or otherwise, against Management if a recall occurs and he/she fails to receive notice of the recall.

Management agrees to notify the employee(s) laid off by mailing (through certified, return receipt requested mail) the notice of a job opening in a specific job classification to the last address provided by the employee(s) to Management in the manner set out in the foregoing paragraph.

Any employee(s) receiving notice who desire to be considered for openings shall be required to notify Management, in writing and by certified mail, within ten (10) calendar days after the postmarked date of Management's notice to the employee of his/her availability to fill the position. His/her notice shall contain the exact date the employee shall be available to return to work; however, he/she shall be required to be available to return to work within fifteen (15) calendar days of the postmarked date of Management's notice to the employee. Provided further, any employee failing to advise Management within ten (10) working days from the postmarked date of Management's notice to the employee of the exact date he/she will be available to return, not to exceed

twenty-four (24) days from the postmarked date of Management's notice, shall no longer be considered by Management.

Section 4. Bumping.

“Bumping” shall be defined as the process whereby an employee may move from his/her present classification to another classification for which he/she is qualified in order to replace an employee with less divisional seniority.

It is understood that if there is any dispute or for any reason either party deems it advisable, that party may seek a court interpretation or clarification of the employer's position in regard to the status of minority employees in regard to bumping.

Section 5. Layoff Options.

Nothing in this Agreement shall prohibit the City Manager and Human Resources Director from entering into an arrangement with the Union to minimize the effect of general layoffs by:

- A. Reducing the total number of working hours of employees;
- B. Reducing the level of payment to current classifications;
- C. A rotation layoff system;
- D. Other variations which may cause minimal impact on services rendered to the public.

Section 6. Severance Pay.

A. ~~Office of Utilities and Transportation~~ Employees as defined in Article 1, Section 3 hired before January 1, 2013 shall be eligible to receive severance pay after completing one year of service and shall be compensated according to the following schedule:

Length of Service	Separation Pay
0 or less than 1 year	- 0 -
1 Year – Less than 10 years	One (1) week salary for each complete year of service, as of the date of separation or a minimum of four (4) weeks salary, whichever is greater.
Over 10 years	Two (2) weeks salary for each complete year of service, as of the date of separation

However, in no case shall severance pay exceed one (1) year's salary.

B. ~~Office of Utilities and Transportation~~ Employees as defined in Article 1, Section 3 hired on or after January 1, 2013 shall be eligible to receive severance pay after completing one year of service at the rate of one (1) week of salary for every year of service, prorated to the nearest month, but in no case less than four (4) weeks or more than twenty-six (26) weeks salary.

C. Severance pay shall be calculated using the employee's regular base hourly wage and shall not include any premium payments for overtime, longevity, and so on.

ARTICLE 14 SAVINGS CLAUSE

Should any part of this Agreement or any provisions contained herein be declared invalid by any tribunal of competent jurisdiction, such invalidation of such part or provisions shall not invalidate the remaining portions hereof. The portions or provisions remaining shall continue in full force and effect.

Any invalidated provision shall be subject to the meet and confer procedure.

ARTICLE 15 CLOSURE CLAUSE

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time that they negotiated or signed this Agreement. This does not apply to written policies the employer has presently in effect which are not in conflict with the collective bargaining agreement.

ARTICLE 16 CITY ORDINANCES

The parties agree all ordinances now in force or hereafter enacted by the Governing Body of the City of Topeka shall be applicable to all employees within the bargaining unit, provided that such ordinances are not in conflict with any article, section of any article, or any language contained in this Agreement.

ARTICLE 17 SUCCESSOR CLAUSE

In the event the City of Topeka consolidates City departments and/or divisions represented by AFSCME Local 1294 for the purpose of efficiency or better service to the public, this Agreement shall continue to govern the terms and conditions of employment for those positions identified in Article 1 of this Agreement.

ARTICLE 18 TERMINATION AND CONTINUATION OF CONTRACT

This Agreement shall be effective January 1, ~~2016~~2018, and in full force and effect through December 31, ~~2017~~2020, ~~except that changes to the definition of overtime in Article 2 and Article 8, § 1 and Article 3, § 4 concerning meal allowances shall not be effective until the beginning of the first pay period following approval of this contract by the Governing Body.~~ All provisions of this Agreement shall continue in full force and effect during the negotiations for any successor Agreement. The City and AFSCME agree that the provisions of this Agreement may only be reopened by mutual consent of the parties throughout the term of this Agreement. In the event of severe budget shortfall caused by unforeseen external national and/or the significant curtailment of essential services provided by the bargaining unit members to the City's citizens, the parties agree to reopen Article 7 Wages. Negotiations shall commence within thirty (30) days of the above required notice unless such time is extended by mutual agreement of the parties.

The Governing Body of Topeka, Kansas, on June 18, 2019, unilaterally implemented Article 3, § 2 (Work Schedules), Article 7, § 3 (Wage Schedule) and Article 7, § 4 (Wage Schedule Administration).

DATED AND ACKNOWLEDGED THIS _____ DAY OF _____ 2019, IN THE CITY OF TOPEKA, KANSAS, BY:

**AFSCME COUNCIL 61, WATER
LOCAL 1294**

CITY OF TOPEKA, KANSAS

Jennifer Schmidt, Business Representative
AFSCME, Council 61

Brent Trout, City Manager

ATTEST:

Pete Vobach, President
AFSCME, Local 1294

Brenda Younger, City Clerk

Ron Perry, Chapter Chair, Water Division
AFSCME, Local 1294

Brad Duchesneau
Chief Steward, Negotiator

Anthony Strange
Alt. Steward, Negotiator

Mike Vannordstrand
Alt. Steward, Negotiator

Ed Hirt
Alt. Steward, Negotiator

Mitch White
Alt. Steward, Negotiator

APPENDIX A

AFSCME Water Salary/Comparability Study



MEMORANDUM

Administrative and Financial Services Office

To: Honorable Mayor Michelle De La Isla
Members of the Topeka City Council
Brent Trout, City Manager

From: Jessica Lamendola, Director of Finance

Date: July 9, 2019

Subject: Fiscal Effects of Proposed Water/AFSCME Wages

Pursuant to KSA 75-4331, the chief financial officer of the City is required to provide to the governing body an analysis of the fiscal effects of proposed agreements between the City and a recognized employee organization. As part of this analysis, we are required to identify the potential impact on the City's aggregate tax levy (if applicable) and its operating expense limitations.

AFSCME Council 61, Local 1294, Water Division (Union) representation is concentrated in one department, Utilities, which is reflected solely in the Water Fund (WF). Water user fees represent 90% of revenue in the WF. This memo provides information on the wage estimates for 2019 and 2020.

The proposed agreement includes retroactive pay to January 1, 2019 with a 9.0% increase to the 2019 pay matrix, a step increase for 2018 to eligible employees (effective January 2019) and a step increase for 2019 to eligible employees (effective on the employee's anniversary date in 2019). The proposed agreement for 2020 is a 3.5% increase to the pay matrix, and a step increase on the anniversary date of the employee. The proposed agreement represents an approximate \$603,000 increase over 2018 wages and is equivalent to a 2.0% water rate increase.

The tables titled "AFSCMEWA Wage Estimate" on the following page include the estimated cost of the agreement by year. The tables do not include the impact of non-base wages, such as overtime, standby pay, or other additional benefits. The proposal does include the addition of a second shift that can be implemented year round. This is expected to result in efficiencies and savings in overtime and standby pay.

2018-2020 AFSCMEWA Wage Estimate			
	2018	2019	2020
Wages	\$ 2,841,592	\$3,154,843	\$3,301,468
Benefits	816,958	918,059	960,727
Total	\$ 3,658,550	\$4,072,903	\$4,262,195
Increase from Prior Year		\$ 414,353	\$ 189,293
% Increase from Prior Year		11.33%	4.65%
2.0% Water Rate Increase Equivalent			

The agreement has been submitted for Governing Body review. Staff is available for questions regarding this analysis.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 9, 2019

DATE: July 9, 2019
CONTACT PERSON: Nick Hawkins, Deputy Director Administrative and Financial Services
DOCUMENT #:
SECOND PARTY/SUBJECT: 2020 City of Topeka Operating Budget
PROJECT #:
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: Discussions: June 16, 19, 25, 2018. Defer One Week 7-2-19.
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION of, and possible ACTION on, the 2020 Proposed City of Topeka Operating Budget. *(Deferred from the meeting of July 2, 2019.)*

Voting Requirement: At least six (6) votes of the the Governing Body is required.

(Governing Body members will present and consider amendments to the 2020 proposed budget.)

VOTING REQUIREMENTS:

At least six (6) votes of the Governing Body is required.

POLICY ISSUE:

The Governing Body will present and consider amendments to the 2020 proposed budget.

STAFF RECOMMENDATION:

To discuss the 2020 proposed budget and make final decisions and amendments.

BACKGROUND:

The Governing Body met on June 18th, 19th and 25th to discuss the 2020 budget. The attached supplements provide additional information requested during budget discussions.

BUDGETARY IMPACT:

All budgeted funds.

SOURCE OF FUNDING:

All budgeted funds.

ATTACHMENTS:

Description

2020 Proposed Budget Supplement No. 1

2020 Proposed Budget Supplement No. 2

2020 Proposed Budget Q&A Supplement 1

Responses to Councilmember questions from June 19, 2019 Budget Workshop Meeting

1. What does “Other” mean in the department budget allocations?

Based on City Policy, the City maintains a reserve balance in various funds, including, the property tax levied funds: General, Special Liability and Debt Services. The State of Kansas requires that the City submit the City’s budget in a pre-set format. The preset format requires that the reserve balance be included on both the revenue and expense side of the equation. On the expense side, it is reflected in the budget book under the “Other” category. The reserve balance or “other” category is not intended to be used during the budgeted year.

If the reserve balance was not included in the budget in the “other” category, the state form would essentially assume that the entire reserve balance would be used in the budgeted year as a revenue source and the City’s reserve balance would be eliminated. This would result in the violation of the City’s own reserve balance policy (Governing Body passed Resolution No. 8824) and would lead to a weakened financial position.

The Governing Body passed Resolution No. 8824 establishing a policy for reserve balances. Funds that must maintain a minimum balance include the General Fund (15%, goal of 20%), Debt Service (10%), Motor Fuel (10%), Special Liability (10%), Parking (10%), and internal service funds. If the city falls below the minimum balance, the City Manager must make a plan to build the reserves above the minimum in the next budget cycle. Funds not included in the policy generally fall into two categories: pass through and special revenue funds. Pass through funds are dedicated to specific entities or organizations such as the Topeka Metropolitan Transit Authority, TIF or CID do not carry a fund balance unless there is a potential revenue shortfall. If revenue or expenditures exceed budget authority, staff will present a budget amendment for consideration by the Governing Body. Special revenue funds are reviewed annually, and generally budgeted at least a 10% contingency based on project revenues.

2. Are contingency funds restricted or can they be used for cash projects and capital?

In the case of the Special Liability Fund, it is only for the Civil Litigation division, reserved for use in the case of a settlement or other potential legal exposure. It cannot be used for any other purpose. For codified parameters of the Special Liability Fund, please see Appendix C for references from the Topeka Municipal Code and the Kansas Tort Claims Act.

3. Please provide additional information regarding the Fire Department’s participation in the Fleet Replacement Program. In particular, what is the condition of the smaller vehicles?

The Fire Department has 27 vehicles included in the fleet replacement program. Twelve of the twenty-seven Fire Department small vehicles are older than the desired replacement cycle. The vehicles continue to be used and will be replaced closer to their projected useful life through the replacement program.

4. What is the process for determining what small Fire Department vehicles are eligible to be replaced? Is it based on – mileage, external condition, etc.?

Currently, the Fleet Replacement Program is voluntary. Any department can participate in the fund provided they commit to the program conditions. These conditions require replacements and/or additions

to the Fleet be subject to review and approval of an internal fleet advisory committee. Departments must also commit to annually fund an amortized payment of the replacement cost of vehicles/equipment in the fund. The budget commitment reflects an amortized annual payment based on an optimized life cycle for each vehicle and/or equipment in the program.

5. Please provide information on the timeline for the replacement of Fire Department small vehicles. How many, what types, and when are they anticipated to be replaced? What is the estimated cost?

Please refer to Appendix A for detail on Fire vehicles in the current fleet replacement program.

6. What is the total amount spent on Police Department training?

Below is the four year history of training costs for personnel in the Police Department. The first chart shows all allocations for Training Unit including department in-services, the Police Academy, as well as all trainings personnel attend outside of the Police Department, and all those where outside instructors are brought in to conduct trainings.

	FY2017 Actuals	FY2018 Actuals	FY2019 Budget	FY2020 Proposed
Training Unit	\$ 1,462,805.40	\$ 1,364,302.41	\$ 1,356,595.67	\$ 1,235,704.84

The second chart shows only portion of that Training Unit allocation that is used for outside trainings and outside instructors.

	FY2017 Actuals	FY2018 Actuals	FY2019 Budget	FY2020 Proposed
Outside Training	\$ 87,341.80	\$ 96,892.79	\$ 90,000.00	\$ 90,000.00
Outside Instructors	\$ 7,525.00	\$ 9,834.00	\$ 20,000.00	\$ 20,000.00

7. Do personnel in the Police Executive Bureau go out on the streets?

Their normal assignments are not on the street, however they are available for emergencies and special events.

8. What are responsibilities of the four employees who were moved to the executive bureau?

Tech Unit (3 FTE) moved from Criminal Investigations Bureau to the Executive Bureau and one FTE moved from the Community Outreach Bureau to the Executive Bureau allowing the Quartermaster position to be transitioned from a sworn officer to a civilian. This transition made it possible to assign a police officer to the new Topeka Center for Advanced Learning and Careers (T-CALC) Law Enforcement Track without taking an officer off of the street.

9. Why were detectives moved from Professional Standards Unit (PSU) to Executive Bureau?

The Tech unit is assigned under the PSU, previously under the Criminal Investigations Bureau. The tech unit consists of three detectives, and is now under the Executive Bureau.

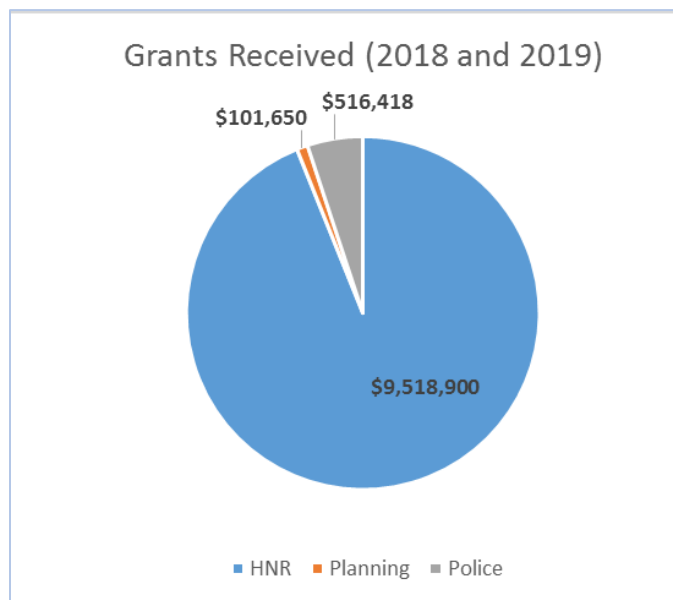
10. Is a line item budget for all the departments publically available?

Yes. The proposed and adopted budgets for the City of Topeka are available through the City's Open Budget portal on the Finance Department page (budget.topeka.org). The portal gives the public access to explore budget details to the line item level for both revenues and expenditures. In addition, the line item budget can be downloaded in spreadsheet form (<http://budget.topeka.org/#!/view-data>). A video tutorial on how to use the portal is available and can be found on the City's YouTube page (<https://www.youtube.com/watch?v=zp2vrWTZiUs&feature=youtu.be>).

11. How much grant money has the City received?

The Grant Writer position has been restructured into a Senior Grants Program Administrator. The reason for this change was the realization that this position would have many more duties in addition to grant writing that warranted a different title. Grant writing is an essential component to this position, along with administering the grants received and pursuing funding opportunities outside of traditional grant writing functions. This position currently seeks and will continue to seek for and write grant applications in the future.

The City of Topeka has received approximately \$10.1 million in grants, which includes both formula and competitive grants in 2018 and 2019 thus far. This includes funding for several departments, including Housing and Neighborhood Relations, Police, Planning and others (See Figure 1). The Grants Division also administers major grants including a U.S. EPA grant to address environmental issues with Brownfields properties.



Note: Some grants currently administered are not reflected in this total, as they were not received in 2018, but are multi-year grants and currently ongoing.

Additionally, the Grants Division represents the City in funding-related capacities including State and Federal legislative issues, Momentum 2022, Social Services Grants Committee, the Affordable Housing Task

Force, the development of opportunity zones, historic tax credits, and other subject specific areas as opportunities arise. The Grants Division has also worked to build relationships with community partners to fund key initiatives like raising funds to complete a comprehensive housing study for the City of Topeka based on the recommendation from the Affordable Housing Task Force, bringing an AmeriCorps team to the City to work on increasing participation in Library programming, and securing a multi-year funding agreement to address student homelessness in our community.

12. Does the Code Enforcement team have enough personnel? Are they behind? How many cases are they handling?

The City maintains eight inspectors and averages approximately 8,000 to 10,000 cases a year total. This equates to approximately 1,000 cases per inspector, per year. Additional inspectors would be required to address additional cases along with associated administrative support personnel. Two additional inspectors would increase the City case load by approximately 2,000 cases. Adding more inspectors would require additional staff in other areas as well including additional administrative staff in the City Prosecutor Office and Municipal Court.

13. What is the national average of inspections completed? How are we evaluating where we should be?

Research is currently underway regarding a 'national average' and if possible an average of similar cities in Kansas. Notably, each community is different in terms of the types of building issues and the acceptable response time.

14. Is it possible to calculate the number of employee hours [barring mandatory ordinance waiting periods] it takes to complete a case? Would this be a way to determine the optimal number of inspectors?

In many cases, the timeframe is dependent on state or local law and not necessarily a function of staff productivity. The department is in the process of pulling this information together. Historical information exists but has not been updated since the changes to the (International Property Maintenance Code) IPMC which shortened some processes. There will be variation from case to case due to the uniqueness of many cases. Staff will provide an average as soon as possible.

15. Does the city need to strengthen laws surrounding condemnation?

The International Property Maintenance Code (IPMC) can be amended by the Governing Body but the current regulation around dangerous structures is strong. The department has been productive with 86 structures demolished by the City and 69 demolitions by property owners from 2016 to 2018. 92 structures have been rehabilitated by owners during that same time period allowing cost savings and return of the property into good use. Blight is a problem but that does not necessarily mean that a structure is dangerous and requires demolition. The properties the department struggles with are not structurally dangerous, which is why they continue to be problems. Please see Appendix C for overview of the condemnation process.

16. Are we using as many inmate crews as we have before?

Yes. During 2018 inmates logged 54,888 hours.

17. What other departments/ divisions use inmate crews?

Other departments and divisions that utilize inmate crews include: Property Maintenance, Community Engagement, Streets, Topeka Police Department, Facilities, Development Services, and Forestry. The

Kansas Department of Transportation, Neighborhood Improvement Associations, and Shawnee County are examples of outside organizations that the City occasionally assists through the use of inmate crews.

18. How are we educating the public about City International Property Maintenance Code (IPMC)?

- During 2017, inspectors attended over 100 community meetings that focused on sharing what inspectors do and answering directly from the public.
- Recently Neighborhood Relations staff have presented to the Shawnee County Landlords, The Sunflower Realtors Association, Safe Streets, The Community Action Center, and a committee of Momentum 2020.
- Staff has done knock and talks within Central Park Neighborhood Improvement Association, East End Neighborhood Improvement Association and Historic Old Town.
- Staff drops a lime green utility flag on weed overgrowth cases so people know the property has already cited. This was originally done so that supervisors could track what properties were open, but the information is shared to anyone who asks.
- In the winter, staff focuses on housing cases and send out courtesy letters to most of the housing violators informing them of the violations and letting them know that a case will not be opened until the spring, giving them time to make plans to address it. If the housing issue is critical i.e.: hole in roof, broken out window, hole in house, etc., staff does not give a courtesy letter.
- The Division Director of Property Maintenance does a monthly Facebook live in partnership with Habitat for Humanity which is aired on the City's Facebook page. The Division director speaks on a specific code topic, what the code is, how to fix the issue and what resources Habitat has to help residents resolve the issue.
- The Municipal Court has presented to various groups on specialty dockets, including the code docket. The presentation includes how a case starts, the typical progression through the court process, resources available to defendants, and typical punishments if the defendant is found guilty/fails to correct violations.

19. Why don't we do major neighborhood sweeps in areas that are not as clean as others?

Neighborhood sweeps occur as part of Team Up to Clean Up. All eight inspectors participate in initiating cases in each neighborhood that the program impacts. In 2019, East End and Ward Meade Neighborhood Improvement Associations are the neighborhoods that will be included.

20. Please provide an estimate of how much we receive in Permit revenue.

Permit Revenue - Development Services					
2016	2017	2018	2019	2019	2020
Actuals	Actuals	Actuals	Year to Date	Budget	Budget
\$ 1,232,268	\$ 1,226,558	\$ 971,097	\$ 705,392	\$ 1,221,651	\$ 1,310,981

21. What is the Social Services Grant Allocation?

The 2020 proposed budget for the Social Service Grant allocation should show \$440,273, the same allocation as 2019. This allocation includes \$373,273 from the General Fund, and \$67,000 from the Community Development Block Grant fund. This will be reflected in the online version of the proposed budget.

22. Is the transfer for Parks and Recreation according to the agreement?

Yes. Per Kansas State Statute (KSA 79-41a04), the City receives special alcohol funds based on a portion of alcohol sales at certain establishments. The City receives estimates for the upcoming year from the County by June 1. The 2020 estimate for the City is \$1,880,845.03. Per the statute, one third of the funds go to the General Fund, one third go to a special fund for Parks and Recreation, and one third go to a special alcohol and drug fund. Because the City does not have a Parks and Recreation department, the one third of the special alcohol sales designated for Parks is transferred to Shawnee County. The estimated amount for 2020 for the transfer is \$626,648 ($\$1,880,845.03/3$).

Appendix A

Fire Department Fleet Replacement Projections

Unit ID	Dept	Division	Make Model	Assigned	Current Mileage	Miles/Yr	HOLD	2019	2020	2021	2022	2023	2024	2025	2026	2027	Purchased Price (New)	Life Cycle (Yrs)	Inflation	Future Cost	Salvage Value	Annual Replacement Costs
01140	Fire	2010 Fire Administration	2017 Ford Explorer	C Duke	11,500	7,255										\$ 37,536	\$ 27,930	10	3%	\$37,535.58	\$ 3,200	\$ 3,433.56
01790	Fire	2010 Fire Administration	2007 Ford F250	Shop Truck	42,734	2,177	\$ 22,283										\$ 15,629	12	3%	\$22,283.22	\$ 2,400	\$ 1,656.93
01791	Fire	2010 Fire Administration	2008 Chevy Tahoe	R Sigle	106,780	9,834			\$ 27,018								\$ 18,950	12	3%	\$27,018.17	\$ 2,400	\$ 2,051.51
01890	Fire	2010 Fire Administration	2009 Chevy Tahoe	Admin	90,320	4,711	\$ 32,724										\$ 24,350	10	3%	\$32,724.36	\$ 2,500	\$ 3,022.44
01134	Fire	2015 Fire Prevention	2005 Ford F350F	Public Education	16,065	2,637	\$ 52,447										\$ 35,714	12	3%	\$52,447.21		\$ 4,370.60
01141	Fire	2015 Fire Prevention	2018 Chevy Tahoe	Z Bottenberg	6,874	9,132							\$ 45,681				\$ 37,143	7	3%	\$45,681.17	\$ 3,200	\$ 6,068.74
01850	Fire	2015 Fire Prevention	2015 Ford Focus	A Applehant	14,697	3,149							\$ 21,519				\$ 16,012	10	3%	\$21,518.79	\$ 1,500	\$ 2,001.88
01851	Fire	2015 Fire Prevention	2015 Ford Focus	C Holthaus	13,109	3,364							\$ 21,519				\$ 16,012	10	3%	\$21,518.79	\$ 1,500	\$ 2,001.88
01852	Fire	2015 Fire Prevention	2015 Ford Focus	D Smith	15,394	3,596							\$ 21,519				\$ 16,012	10	3%	\$21,518.79	\$ 1,500	\$ 2,001.88
01853	Fire	2015 Fire Prevention	2015 Ford Focus	T Rodman	17,225	3,952							\$ 21,519				\$ 16,012	10	3%	\$21,518.79	\$ 1,500	\$ 2,001.88
01870	Fire	2015 Fire Prevention	2018 Chevy Tahoe	J Vollentine	15,805	9,283							\$ 45,681				\$ 37,143	7	3%	\$45,681.17	\$ 2,200	\$ 6,211.60
01884	Fire	2015 Fire Prevention	2009 Ford Expedition	M Martin	86,929	5,920			\$ 38,780								\$ 27,199	12	3%	\$39,405.01	\$ 3,200	\$ 3,017.08
01142	Fire	2015 Fire Prevention	2019 Chevy Tahoe	B Hanika	2,778	9,772								\$ 44,956			\$ 37,143	7	3%	\$44,956.13	\$ 2,200	\$ 6,108.02
01885	Fire	2016 Fire Training	2009 Ford Expedition	K Flory	96,519	6,235				\$ 38,780							\$ 27,199	12	3%	\$38,779.56	\$ 3,200	\$ 2,964.96
01887	Fire	2016 Fire Training	2006 Chevy K1500P	Training	124,650	2,423			\$ 22,212								\$ 15,125	12	3%	\$22,211.57	\$ 2,700	\$ 1,625.96
01888	Fire	2016 Fire Training	2006 Chevy K1500P	Training	119,725	1,951			\$ 22,212								\$ 15,125	12	3%	\$22,211.57	\$ 2,700	\$ 1,625.96
01130	Fire	2017 Fire Operations	1994 Dodge Ram 2500	Brush 12	10,485	428		\$ 95,096									\$ 38,144	14	3%	\$95,096.18		\$ 6,792.58
01131	Fire	2017 Fire Operations	1997 GMC C3500	Brush 2	9,664	611		\$ 95,096									\$ 26,450	14	3%	\$95,096.18		\$ 6,792.58
01135	Fire	2017 Fire Operations	2016 Ford F150	Car 102	57,386	16,862						\$ 37,298					\$ 30,327	7	3%	\$37,298.38	\$ 2,500	\$ 4,971.20
01136	Fire	2017 Fire Operations	2008 Ford F550F	Hazmat 8	7,478	1,464					\$ 52,903						\$ 34,975	14	3%	\$52,902.83		\$ 3,778.77
01138	Fire	2017 Fire Operations	2017 Ford F150	Car 103	46,295	17,359							\$ 38,961				\$ 31,679	7	3%	\$38,961.17	\$ 2,500	\$ 5,208.74
01780	Fire	2017 Fire Operations	2002 Chevy Suburban	Water Rescue	125,466	11	\$ 42,905										\$ 29,216	12	3%	\$42,904.68	\$ 3,500	\$ 3,283.72
01788	Fire	2017 Fire Operations	1996 Chevy Suburban	Snow Plow	144,183	175	\$ 44,870										\$ 30,554	12	3%	\$44,869.58	\$ 3,500	\$ 3,447.46
01871	Fire	2017 Fire Operations	2010 Ford Expedition	K Adams	79,441	10,872					\$ 39,307						\$ 27,569	12	3%	\$39,307.09	\$ 3,200	\$ 3,008.92
01872	Fire	2017 Fire Operations	2010 Ford Expedition	Car 100	82,959	5,194					\$ 39,307						\$ 27,569	12	3%	\$39,307.09	\$ 3,200	\$ 3,008.92
01883	Fire	2017 Fire Operations	2013 Chevy Silverado	Car 101	100,071	13,274			\$ 37,005							\$ 45,511	\$ 30,088	7	3%	\$37,004.85	\$ 2,700	\$ 4,900.69
01886	Fire	2017 Fire Operations	2009 Ford Expedition	E Bauer	84,234	7,057				\$ 38,780							\$ 27,199	12	3%	\$38,779.56	\$ 3,200	\$ 2,964.96
Number of Vehicles Scheduled to be Replaced							5	2	4	3	3	1	1	6	1	2	\$ 716,469			\$1,078,537.47	\$ 60,200	\$ 98,323.46
Estimated cost to replace scheduled vehicles							\$ 195,229	\$ 190,192	\$ 108,446	\$ 116,339	\$ 131,517	\$ 37,298	\$ 38,961	\$ 177,437	\$ 44,956	\$ 83,047						

Appendix B

TOPEKA MUNICIPAL CODE

3.25.020 Special liability expense fund.

(a) For the purpose of providing the processing and payment of municipal tort or civil rights claims, referred to in this section as “claims,” arising on and after July 1, 1979, there is hereby established the special liability expense fund in the city treasury. The city special liability expense fund shall be liable for the processing and payment of the following:

(1) All enforceable civil claims and judgments against the city and/or its employees in their official capacity arising out of acts or omissions committed by any such employee while acting within the scope of his employment after July 1, 1979;

(2) All court costs and other litigation related expenses incurred in the defending of any such claim under subsection (a)(1) of this section; and

(3) All attorneys’ fees for the services rendered by any counsel retained by the city.

(b) Notwithstanding the provisions of subsection (a) of this section, the city shall have the right to recover any payments made by it for any judgment, or portion thereof, and costs or fees incurred by or on behalf of an employee’s defense if the employee fails to cooperate in good faith in the defense of the claim or action or if the trier of fact finds that the act or omission of the employee was because of such employee’s actual fraud or malice. The city shall not be liable for any punitive or exemplary damages against an employee if the trier of fact finds that such employee acted or failed to act because of actual fraud or actual malice.

(c) “Employee” is defined as set forth in K.S.A. 75-6102 as amended. (Ord. 17226 § 84, 1-27-98. Code 1995 § 2-323.)

Cross References: City attorney, TMC 2.30.070.

KANSAS TORT CLAIMS ACT

75-6110. Same; costs for defense of municipalities or its employees; special liability expense fund, establishment and maintenance; tax levy. (a) Except as provided for school districts, payments by municipalities for the cost of providing for its defense and the defense of employees pursuant to this act and for the payment of claims and other direct and indirect costs resulting from the implementation of this act may be paid from the general or other existing fund of such municipality or from a special liability expense fund established for such purpose pursuant to subsection (b). School districts shall make such payments from the special liability expense fund of the school district.

Appendix C

CONDEMNATION

The term “Condemnation” is, unfortunately, used for two completely different processes that are nothing alike.

I. Eminent Domain – Public Use/Project

“Condemnation,” as used in the eminent domain sense, is when the City appropriates someone’s private property to use for City purposes (e.g. build a pump station). This is typically what individuals think of when they hear the term “condemnation.”

The steps associated with initiating Eminent Domain are as follows:

Resolution passed by governing body initiating the process to authorize the City Attorney to file an eminent domain proceeding in the district court

1. Ordinance authorizes City Attorney to commence the proceeding.
2. Eminent domain lawsuit filed in district court. Notice published in Metro News and mailed to property owner.
3. Hearing in district court. Judge appoints 3 appraisers to determine fair market value.
4. Appraisers view property and hold a public hearing. Report filed with the judge within 45 days after appointment.
5. City pays the amount to the court. City acquires title or easement.
6. Property owner can appeal the appraisers’ decision to the district court.

II. Property Maintenance – Unsafe Structure

“Condemnation,” as used in the property maintenance sense, means that a structure is unsafe or unfit for human habitation, which allows Code officials to take certain action (e.g. require the owner to repair or demo the property; placard the property to keep people out; order the property vacated, if inhabited).

The steps associated with initiating a “Property Maintenance Condemnation” are set forth in Standard Operating Procedure PMC 08, entitled “Condemnations.” PMC 08 is posted on the City website where it (and a corresponding flowchart) can be accessed by clicking the drop-down menu under “Government,” then “Departments,” then “Neighborhood Relations,” then “Property Maintenance Division,” then “Standard Operating Procedures.” Or through this link:

<https://s3.amazonaws.com/cot-wp-uploads/wp-content/uploads/neighborhoodrelations/PropertyMaintenance/StandardOperatingProcedures/PMC08-Condemnations.pdf>

These procedures contain due process steps since private property is involved:

1. Complaint is submitted regarding an unsafe structure that may warrant condemnation action (e.g. no utilities, sewage back-up, major structural defects, unsanitary conditions).
2. Notice mailed to owner. Notice requires correction or abatement within certain time period. Owner may appeal the violation to an administrative hearing officer.
3. If no appeal is filed and correction or abatement not made within time period, Code staff placards the property with a "Condemned" sign.
4. If appeal is filed, administrative hearing officer considers the case and makes a determination whether the owner violated the IPMC. [Hearings are held twice each month].
5. Code staff may send the case to the City prosecutor for prosecution as a criminal misdemeanor.

2020 Proposed Budget Q&A Supplement 2

Responses to Councilmember questions from June 25, 2019 Budget Workshop Meeting

1. How are the replacements and upgrades of streetlights to LEDs funded? What is the cost to the City?

The City pays to upgrade city-owned street lights. Evergy (Westar) pays to upgrade Evergy (Westar)-owned streetlights. The City pays a monthly tariff for each Evergy (Westar) streetlight in accordance with Evergy (Westar) rate schedules approved by the Kansas State Corporation Commission. The City also pays for electricity for city-owned streetlights and traffic signals to Evergy (Westar). Funds for Evergy (Westar) streetlights and electricity of city-owned streetlights and traffic signals is budgeted in the Transportation Operations Division of Public Works General Fund. The proposed budget for these electric and streetlight expenses in 2020 is \$1,999,482.

2. Please research the pricing on new installs to make sure the City is receiving the best possible rate after the transition.

Staff will review electricity bills from Evergy (Westar) to ensure the rates are consistent with published tariffs for street lights.

3. Please provide an update on some of the advancements the Public Works department has made in terms of productivity and efficiency.

The department is approaching 30,000 potholes repaired this year, compared to about 17,000 potholes at the same time last year. This can largely be attributed to some new leadership in the Street Maintenance Division and the implementation of a skills-based pay system which was part of our agreement with the Teamsters Union. This has allowed for a more formalized training program for the different services the department provides, standardizing our work product, and changing the way people work in teams. The department also purchased four new patch units last year (the four prior were over 10 years of age and were constantly out of service), enabling greater focus on proactive work, such as, addressing other nearby concerns when responding issues reported in the SeeClickFix app. In addition to equipment, training, and leadership, implementation of asset management practices will improve effectiveness and productivity of staff. The coordination of the pavement management program will reduce the number of streets with severe potholes, allowing more time for Streets staff to assist with permanent repairs and preventative maintenance work.

4. Please explain the trajectory of the Fleet Replacement Program.

The City will continue to see an aging and decrepit fleet until a sustainable funding source that will improve the replacement cycles is found. Currently, \$300,000 out of the Motor Fuel Fund is being put toward Capital Replacement for Public Works. However, the Motor Fuel Fund, which handles most of the street work, snow removal, street sweeping, needs to budget \$1.6 million annually for a sustainable vehicle & equipment replacement program. There are many different and expensive specialized pieces of equipment that are integral to the function of the Public Works department but are less visible to the public than the snow ploughs or dump trucks; the entire \$300,000 budget could be depleted in the purchase of just one or two of these pieces. There is a limited number of vehicles put into the Fleet Replacement Program as no department has fully committed all of their vehicles, which is what is needed so that regular replacement of the fleet is occurring. Staff have met with private fleet management companies to discuss leasing like other organizations use and even under that model, the City would need about \$1.4 million in that leasing

program to cover 250 vehicles. The citywide fleet includes approximately 850 vehicles and equipment, and will require about \$4.5 million annually to sustain the Fleet Replacement Program. This amount was approved in the CIP but the funding is outside of the 3 year CIB and is planned as a cash funded item within the CIP. The current replacement cycle for vehicles is about 17 years and that needs to be reduced, depending on vehicle type, to an average of 7-10 years. The City has programs for Police and Fire apparatus but the remainder of the fleet is not in a regular replacement cycle.

5. Following the reduction in personnel when Parks and Recreation was transferred went to Shawnee County, is staffing in the Forestry Division adequate to meet the needs of the City?

The Forestry Division includes nine personnel responsible for the maintenance of over 60,000 trees. Much of the current work is reactive, but part of the greater process with Forestry is to understand what the tree maintenance program needs to look like, as well as the optimal level of service. At that point, the department will be able to better communicate the needs of the division to the City Manager.

6. Please share the plan and proposal for how parking will be structured.

A memo was recently sent to the Governing Body with an update on the plan activities. Staff is currently in negotiations with the vendor on many of the financial components that will help to determine the cost. If approved, the budget the Public Works Department is proposing for 2020 keeps in line with those activities that were approved in 2017 after the parking study. There will still be the discussion with the Governing Body and parking customers regarding what is needed to keep the Parking Fund but staff would like to have the details of the cost from the vendor rather than relying solely on estimates from the parking study. Staff anticipate the contract being finalized, and later this year, replacing old meters in certain locations with smart meters. The 2020 budget will fund implementation of the initial phase of smart meters, enforcement, and back-office systems. However, forecasted revenue projections are insufficient to operate the Parking Fund long term at the desired level of service. Staff anticipates a formal discussion with Council in October 2019.

7. How many City employees are utilizing the clinic?

The average number of unique persons to use the clinic is about 600 per quarter. Out of 1,970 eligible people, 1,364 have used the clinic at least once, so they are listed as participants. Of those participants, an average of 600 use the clinic each quarter.

8. What is the annual cost to run the clinic, including all supporting staff from the Human Resources department?

The total cost of the clinic is built into the overall health plan budget. In 2018, \$717,098 was paid to Healthstat. This included Healthstat fees, provider hours, flu shots, labs, HRA's, wellness portal. One half of one Human Resources FTE, who works with the Wellness Program, is paid through the Health Fund.

9. What is the average age of employees utilizing the services to provide a comparison back to 2016?

The average age of all employees on health plan during 2016 was 43.6, which was the same as the average age of all City employees. The average age of all active employees on health plan as of June 26, 2019 was 43.8 while the average age of all active employees as of the same date was 43.0.

10. What do the percent decreases in costs of inpatient care amount to in dollars?

That is difficult to quantify, but City medical expenses are coming in below the national medical inflation trend. The cost of services continues to go up but the City has managed to continue decreasing them through a mix of cost containment and enhancements, for example, a healthcare cost sharing agreement, and over the last three years, an enhanced plan design which has reduced the deductibles by 10%. The report only provides aggregate reporting without an inpatient breakout but claim totals showing a downward trend are shown below.

	2015	2016	2017	2018
Number of Claims	11	15	7	11
Total Value	\$ 1,539,741	\$ 1,940,633	\$ 1,007,283	\$ 1,213,077

11. What is the cost of the health plan per enrolled employee?

According to the May 2019 Willis Towers Watson Dashboard, the average cost for the medical plan for January to May 2019 is \$752 per-employee-per-month (\$9,024 per-employee-per-year); compared to the same time frame in 2018 of \$859 per-employee-per-month (\$10,308 per-employee-per-year).

12. What is the cost to run the clinic?

The cost is \$623.56 per-employee-per-year or \$51.96 per-employee-per-month (\$717,098 / 1150 employees).

13. How have expenses changed since the implementation of the program in 2016?

Since the program started, we have seen an increase in outpatient and specialty expenses. We expected this as people are finding health issues earlier and getting them treated. These expenses are savings over hospitalizations for risks that go untreated.

14. What is the cost of operation of the City's workout center – facilities and staff? How many unique people use it?

One half of the FTE for the Wellness Coordinator is attributed to the Fitness Center expenses. With benefits, this total is \$26,456. In 2018 – the City spent \$1,944 for equipment maintenance and \$5,600 for Fitness Center cleaning. The cleaning fee increased in 2018 due to the need for contracted cleaning services to clean the locker rooms bi-weekly and clean the floors quarterly.

For 2018 there was an average of 66 unique users each month with an average of 445 check-ins each month. Beginning January 1, 2019, Shawnee County employees were able to use the City Hall Fitness Center for a fee, per agreement with the City. So far in 2019 there have been an average of 66 unique City users, and 15 unique County users, with an average of 448 City user check-ins and an average of 75 County user check-ins. There are a total of 21 County members for which the county will be billed each quarter. The first quarter payment from Shawnee County was \$1,420.

15. Would there be a cost if we were to have our staff participate more fully in a wellness program provided by Blue Cross/Blue Shield? Could you describe what they have to offer, and whether those services are already available to our employees in our plan or whether there would be a cost? If there is a cost, how would it compare to what we are doing now?

All wellness programs listed on the Blue Cross website are available to City employees at no additional cost. This includes telephonic support for tobacco cessation, weight loss, and stress management. There is also a speakers' bureau which the City utilizes periodically for wellness educational presentations. There is the ability to request Blue Cross/Blue Shield to provide customized programs and services for an additional charge; the City would need to request a quote for a specific service.

16. Is camping considered lodging?

Camping is not considered permanent lodging. For specific definitions and permitted applications of the Transient Guest Tax Fund, please refer to Topeka Municipal Code Article XV, Section A15.

17. What effect does the Kansas Supreme Court's decision in *Hilburn* have on special liability fund budgeting decisions?

The Kansas Supreme Court's decision in *Hilburn v. Enerpipe* – decided a couple weeks ago on June 14, 2019 – involves the removal of the K.S.A. 60-19a02's damage cap on any personal injury claim asserted by a living plaintiff. *Hilburn* would not affect cases involving wrongful death or survival claims, which should continue to be subject to the statutory caps.

The extent to which the *Hilburn* decision could be applied "retroactively" would be limited to situations where a case was pending at the time the decision was rendered.

There are currently four pending personal injury actions that have been asserted against the City by a living plaintiff:

- Jesus Meza: *This is a car accident case that would be paid out of the risk management fund (not the special liability fund).
- Timothy Harris: Minimal damages are involved – will not come close to any damage caps.
- Julie Gray and Trong Do Turner: These cases both involve falls from a bridge. Although the damages involved are greater, the Chief of Litigation has indicated that the risk of liability is low, primarily because the opening between the bridges is open and obvious, with reasonable warning having been provided (including signage and barriers).

The Special Liability Fund has not been adjusted for budget year 2020. In future years the City will consider each case brought against it by a living plaintiff to ensure that an estimated total payout of \$500,000 for potential non-economic damages is included when evaluating special liability fund levels for any case(s) in which Staff believes: (1) the risk of City liability is probable and (2) the damages may be significant.

18. What is the \$895,058 shown under "other" for Countywide Half Cent Sales Tax for 2020?

That amount is the contingency budgeted for 2020. Contingencies within the sales tax programs are budgeted to cover unanticipated expenses during the year.

19. The budget authorized the expenditure of money but no project was presented. What is the \$130,000 obligated to the 2019 NR Fund? Also, is there anything in particular planned for 2020?

Staff presented updated guidelines to the Governing Body for use of these funds as part of the Neighborhood Revitalization Plan (NRP) approval process in 2018. The NRP was approved by ordinance on October 23, 2018 which contained the following (pg. 24):

1. The Special Fund created under Ordinance No. 18222 shall only be used to support in-fill housing projects either administered by the City of Topeka, or in partnership with the City of Topeka, within the Neighborhood Revitalization Area. Eligible activities shall include any improvements by Community Development Organizations (CHDOs) associated with infill-housing projects. A maximum match of 30% of Special Fund dollars can be used for the total project cost. All improvements must be consistent with any adopted design guidelines of Neighborhood Plans approved by the governing body. The Special Fund shall not be used as substitute funding for current sources or programs. Adoption of this Plan shall have the effect of repealing all previous matters with administration of the Special Fund under Ordinance No. 18222.

No prior authorization from council was included in the ordinance language. Staff solicited proposals from the City's two CHDOs (Habitat for Humanity and Cornerstone) and added an additional criteria that projects should implement Stages of Resource Targeting (SORT) neighborhood plans. Two proposals were received:

1. Cornerstone responded with a request for \$143,500 as part of a leveraged \$769,000 project to build 2 duplexes (4 units) at 1131 SW Lane in Tennessee Town. This includes other grant funds received from the State. Staff is in the midst of finalizing a contract with them. The project is set to break ground this year and incur costs in both 2019 and 2020 likely.
2. Habitat responded with a request for \$108,000 as part of a leveraged \$360,000 project to build 4 single-family owner occupied units in Quinton Heights Steele. Staff is working through details of their plan and have not gotten to the point of drafting a contract yet. The project is more likely set to break ground and incur costs from the fund in 2020.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 9, 2019

DATE: July 9, 2019
CONTACT PERSON: Nick Hawkins DOCUMENT #:
SECOND PARTY/SUBJECT: PROJECT #:
CATEGORY/SUBCATEGORY 004 Budgets or Appropriations / 001 Operating Budget - City
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

ESTABLISHING a public hearing date of August 13, 2019, for the purpose of hearing and answering objections of taxpayers relating to the proposed City of Topeka 2020 Operating Budget; setting the maximum expenditure limits; and authorize the publication of the public hearing notice in the Topeka Metro Newspaper.

Voting Requirement: At least six (6) votes of the Governing Body is required.

(Approval authorizes the public hearing notice to be published in the Topeka Metro News on July 15, 2019.)

VOTING REQUIREMENTS:

At least six (6) votes of the Governing Body is required.

POLICY ISSUE:

Approval would establish a public hearing date and determine the maximum amount of taxes to be levied as required by State law. Once the maximum amount is published, it cannot be exceeded.

STAFF RECOMMENDATION:

Staff is recommending that: (1) the Governing Body move to set a public hearing date of August 13, 2019; (2) authorize publication of the public hearing notice in the Topeka Metro Newspaper on July 15, 2019; and (3) set the maximum amount of taxes levied.

BACKGROUND:

State law requires publication of the date and time of the public hearing to consider taxpayer objections to the 2020 operating budget. The publication must include the maximum amount of taxes proposed to be levied. Once published, the amount cannot be exceeded. The budget is required to be provided to Shawnee County by August 25, 2019.

BUDGETARY IMPACT:

The budgetary impact is described in the proposed 2020 budget.

SOURCE OF FUNDING:

ATTACHMENTS:

Description

Public Hearing Notice

2020

NOTICE OF BUDGET HEARING

The governing body of
City of Topeka
will meet on August 13, 2019 at 6:00 p.m. at City Council Chambers at 214 E Eighth Street for the purpose of hearing and
answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.
Detailed budget information is available at Office of the City Clerk at City Hall and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2020 Expenditures and Amount of Current Year Estimate for 2019 Ad Valorem Tax establish the maximum limits of the 2020 budget.
Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2018		Current Year Estimate for 2019		Proposed Budget for 2020		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2019 Ad Valorem Tax	Estimate Tax Rate*
General	91,453,642	24.730	94,500,970	24.612	118,726,907	28,806,482	25.172
Debt Service	19,675,179	14.410	21,529,910	14.341	30,224,960	15,999,329	13.981
Library							
Special Liability	503,829	0.780	1,202,957	0.777	2,557,261	659,785	0.577
Special Highway	5,913,246		7,578,445		6,802,358		
Special Alcohol & Drug	542,966		570,000		626,000		
Alcohol & Drug Safety	34,024		66,926		416,425		
Law Enforcement	451,326		690,921		690,921		
Transient Guest Tax	2,802,334		3,129,984		2,854,458		
Retirement Reserve	1,630,556		2,524,235		3,128,292		
KP&F Rate Equilization	5,418		29,380		393,483		
Neighborhood Revitalization	2,100		130,000		270,000		
Historical Asset Tourism	9,050		31,156		366		
Half Cent Sales Tax (JEDO)	17,600,819		17,901,153		22,135,873		
Half Cent Sales Tax (Street)	12,797,718		15,441,476		23,154,305		
Tax Increment Financing	207,950		750,000		1,250,000		
Court Technology	10,789		60,000		328,810		
Downtown Improvement	172,560		283,295		302,130		
Community Development	338,589		760,000		860,000		
Tourism Improvement	419,586		500,000		500,000		
Combined Utilities	67,517,786		72,443,501		76,862,397		
Public Parking	2,765,942		3,651,955		3,623,473		
Facilities	1,832,176		1,857,635		1,855,658		
Fleet	1,779,749		2,078,014		3,170,661		
IT	3,938,857		4,017,289		4,039,413		
Risk Funds	12,845,834		19,549,625		19,620,634		
Totals	245,252,026	39.920	271,278,827	39.730	324,394,786	45,465,595	39.730
Less: Transfers	4,181,776		3,883,684		6,489,270		
Net Expenditure	241,070,250		267,395,143		317,905,516		
Total Tax Levied	42,663,840		48,293,028		xxxxxxxxxxxxxxxxx		
Assessed Valuation	1,068,583,794		1,132,344,584		1,144,377,532		

Outstanding Indebtedness,

	<u>2017</u>	<u>2018</u>	<u>2019</u>
January 1,			
G.O. Bonds	199,475,000	207,935,000	211,025,000
Revenue Bonds	147,380,000	159,950,000	199,720,000
Other	46,909,050	40,931,608	34,176,327
Lease Purchase Principal	3,526,552	3,691,113	2,741,449
Total	397,290,602	412,507,721	447,662,776

*Tax rates are expressed in mills

	Prior Year Actual for 2018		Current Year Estimate for 2019		Proposed Budget for 2020		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2019 Ad Valorem Tax	Estimate Tax Rate*
Topeka Metropolitan Transit Authority	4,886,980	4.200	5,261,231	4.200	5,330,843	4,806,555	4.200

Brenda Younger

City Official Title: City Clerk



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
July 9, 2019

DATE: July 9, 2019
CONTACT PERSON: Richard Faulkner **DOCUMENT #:**
SECOND PARTY/SUBJECT: RPI/Contractor License **PROJECT #:**
Renewal
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

AN OVERVIEW of the Contractor License Renewal Rapid Process Improvement (RPI) Event.

(The Development Services Division examined the contractor license renewal process.)

VOTING REQUIREMENTS:

Discussion only. No action required by Governing Body

POLICY ISSUE:

Staff will be reviewing alternatives to having all licenses renewals coming due on the same day.

STAFF RECOMMENDATION:

Internal process improvements will be discussed, but no action required by the Governing Body or requested by staff.

BACKGROUND:

Approximately 3,000 contractor licenses are renewed by the City annually due on one day. Currently this process takes approximately 60 days, not including applications with errors etc. which take longer.

BUDGETARY IMPACT:

There is no budgetary impact to the City but there will be less staff time and possibly cost devoted to the process if it is made more efficient.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

RPI Presentation - Contractor License Renewal Process

Rapid Process Improvement (RPI)

The Contractor License Renewal Process



Mission

2



Process contractor license renewals timely & accurately with increased customer satisfaction

Process before RPI

3



- ▶ Development Services processes 3,000 contractor license renewals due on December 15 every year.
- ▶ It is 90 % automated. When everything is accurate the process is efficient and timely.
- ▶ If we do not get accurate mailing addresses, or if the required renewal documents are incomplete, staff time and costs are increased considerably.

RPI Team & Players

4



Team Members, left to right,
Bill Fiander/Planning Director,
Laurie Valdivia-Price/Office Assistant,
Kitty Carr/Administrative Accounting Specialist,
Richard Faulkner/Division Director,
Dave Lundry/Field Services Manager.

Facilitators:

Bonnie Williams, Paralegal
Sasha Haehn, Department Director
Dan Hanover, Management Analyst

Bench Strength:

Mary Feighny, Legal
Brandon Bayless, Technical Support Group
Bonnie Williams, Legal

Steps That increase processing time

5



- Mail was being returned to us that could have been forwarded.
- Topeka Municipal Code requires that all licenses be renewed on the same date
- Printing an approved license and updating mailing addresses requires too many steps
- Having to call license holder and get a new mailing address, and then hand mailing the license renewal
 - ❖ *There was no need to change how we were processing the applications.*

Solutions

6



Through RPI 4 solutions were generated to improve the process.

- Verify with new applicants that their address information is correct.
- Making sure that the post office forwards the mail if they have the updated address
- Send out a mass email to all license holders and remind them to provide us with current addresses
- Work with TSG to reduce the number of steps required to print an approved license and update contractor information

Implementation Plan



The implementation plan will be reviewed and adjusted at 30/60/90 day periods. The plan includes:

- Making sure that all mail that can be forwarded is forwarded
- Work with TSG to reduce number of steps to print license and update contractor information
- A detail action playbook
- Staff is also researching alternatives to requiring all licensees renewals becoming due on the same date

2015 Uniform Mechanical Code Ordinance:

The City works to provide a safe and healthy environment for its citizens. To achieve this goal, the City has adopted the Uniform Mechanical Code (UMC) to help ensure that mechanical systems installed within the city are done safely. The current code from 2006 is in need of being updated to maintain safe and healthy installations. The 2015 UMC has been reviewed by the Mechanical Board of Appeals, along with the mechanical inspectors, and has been recommended for approval along with several amendments to reflect local conditions and streamline processes including:

- Amend test to check grease ducts for air leaks
- Allow for additional hard surfaced materials other than concrete
- Base air circulation test only on air movement
- Allow uninsulated joints inside dwellings

Backflow/Cross Connection Ordinance:

Backflow/Cross Connection devices are used to ensure that the public water supply is not compromised by a contaminate leaking into the water system from a waterline connection. In years past, the initial installation of the water backflow device was inspected by Development Services but the annual monitoring of that device had historically been performed by Utilities. The position was moved from Utilities to Development Services in 2018, so that both the responsibility of installation and maintenance can be overseen by one department. The ordinance also allows the City Manager to establish fees in support of the backflow inspection program.

BUDGETARY IMPACT:

Adoption of the new 2015 Uniform Mechanical Code will require one additional copy of the code to be purchased for the public to be placed in the City Clerk's Office.

Adoption of the Backflow/Cross Connections Ordinance does not require additional funding or expenditures as the Utilities Department already budgets for position within the Development Services Division. The ordinance does allow City Manager to establish inspection fees in the future to support the position.

SOURCE OF FUNDING:

2015 Uniform Mechanical Code - Development Services Division

Backflow/Cross Connections Ordinance will require no additional funding or expenditures as the Utilities Department already budgets for the position within the Development Services Division.

ATTACHMENTS:

Description

Executive Memo - 2015 Uniform Mechanical Code

2015 Uniform Mechanical Code Ordinance

Local Amendments Comparison Chart

Backflow and Cross Connection Ordinance

Presentation



CITY OF TOPEKA

Planning & Development Department
620 S.E. Madison Street, 3rd Floor
TOPEKA, Kansas 66607

Phone: (785) 368-3704
Fax: (785) 368-2546

MEMORANDUM

Date: June 4, 2019
To: The Mayor and City Council
From: Richard Faulkner, Division Director Development Services
Subject: 2015 Uniform Mechanical Code

BACKGROUND:

The City works to provide a safe environment for its citizen, to achieve this goal the city adopts codes and ordinances to assist in providing a safe environment. The city has adopted the Uniform Mechanical Code (UMC) to help ensure that mechanical systems installed within the city are done safely. The 2015 UMC has been reviewed by the Mechanical Board of Appeals along with the mechanical inspector.

FINANCIAL CONSIDERATIONS:

To review the code the city had to purchase the code books used for the review. Also we are required to purchase books for the City Clerk's office if the code is adopted.

LEGAL CONSIDERATIONS:

The legal department was informed that a review of the 2015 UMC had been completed and that there were some amendments that were requested. The legal department has worked with us to prepare an ordinance to adopt the code and that reflects the proposed amendments to the code.

RECOMMENDATION/ACTION:

By adopting the 2015 UMC the city is moving forward in keeping up with the changes in the mechanical industry which will lead to safer installation of mechanical systems. Keeping in line with the city working to provide a safe environment for its citizen's staff along with the Mechanical Board of Appeals recommends that the 2015 UMC be adopted by the governing body.

SUPPORTING DOCUMENTS:

Proposed Ordinance
Amendments Chart

1 (Published in the Topeka Metro News _____)

2
3 ORDINANCE NO. _____

4
5 AN ORDINANCE introduced by City Manager Brent Trout, concerning adoption of the
6 2015 Uniform Mechanical Code and local amendments, amending
7 City of Topeka Code § 14.50.010 and § 14.50.020 and creating §
8 14.50.115, § 14.50.215, § 14.50.255 and § 14.50.285.
9

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

11 Section 1. That section 14.50.010, Uniform Mechanical Code – Adopted, of
12 The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

13 **Uniform Mechanical Code – Adopted.**

14 There is hereby adopted by reference the ~~2006~~2015 Uniform Mechanical Code,
15 27th Edition, published by the International Association of Plumbing and Mechanical
16 Officials. The code shall include all appendices to the ~~2006~~2015 Uniform Mechanical
17 Code. The code is hereby adopted as the mechanical code of the city and incorporated
18 herein as if fully set out in this chapter.

19 Section 2. That section 14.50.020, Uniform Mechanical Code – Copies on file
20 in clerk's office, of The Code of the City of Topeka, Kansas, is hereby amended to read
21 as follows:

22 **Uniform Mechanical Code – Copies on file in clerk's office.**

23 At least ~~three copies~~one copy of the Uniform Mechanical Code as adopted in
24 TMC 14.50.010 shall be on file with the city clerk to be available for inspection by the
25 public at all reasonable business hours. ~~The police department, municipal court and all~~
26 administrative departments of the city charged with the duty of enforcement of this code
27 shall be supplied, at the cost of the city, such number of copies of the code as may be
28 deemed ~~expedient~~necessary by the code enforcement director.

29 Section 3. That the Code of the City of Topeka, Kansas, is hereby amended

by adding a section, to be numbered 14.50.115, which said section reads as follows:

Chapter 5, Section 510.5.6 is hereby deleted in its entirety and the following provision shall be substituted therefor:

Duct Leakage Test – Prior to the use of or concealment of a grease duct system, a leakage test shall be performed to determine that welded joints and seams are liquid tight. The leakage test shall consist of a light test, water pressure test or an approved equivalent test. The permit holder shall be responsible for providing the necessary equipment and for performing the test. Such test shall be a light test using a 500 watt halogen lamp or equivalent. A light test shall consist of passing a minimum 500 watt halogen lamp or equivalent through the entire section of grease duct. The lamp shall be open and light shall be emitted equally in all directions perpendicular to the interior duct walls. No light shall be visible from the exterior.

Section 4. That the Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 14.50.215, which said section reads as follows:

Chapter 6, Section 602.4 is hereby deleted in its entirety and the following provision shall be substituted therefor:

Joints and Seams of Ducts. Joints of duct systems shall be made substantially airtight by means of tapes, mastics, gasketing, or other means. Crimp joints for round ducts shall have a contact lap of at least 1 -1/2" and shall be mechanically fastened by means of at least three (3) Sheet- metal screws equally spaced around the joint, or an equivalent fastening method.

Exception: Residential ducts and joints in conditioned spaces, as long as the joints for round ducts, in conditioned spaces, have a contact lap at least 1 1/2 "

54 and shall be mechanically fastened by means of at least three (3) Sheet-metal
55 screws equally spaced around the joint, or equivalent fastening method, the joint
56 is substantially airtight.

57 Section 5. That the Code of the City of Topeka, Kansas, is hereby amended
58 by adding a section, to be numbered 14.50.255, which said section reads as follows:

59 Chapter 9, Section 904.3.1.1 is hereby deleted in its entirety and the following
60 provision shall be substituted therefor:

61 Supported by Ground. Where a furnace is supported by the ground, it
62 shall be installed on a concrete slab or an approved material, not less than 3
63 inches (76mm) above the adjoining ground level.

64 Chapter 9, Section 904.3.1.3 is hereby deleted in its entirety and the following
65 provision shall be substituted therefor:

66 Excavation. – Where excavation is necessary to install a furnace, it shall
67 extend to a depth of 6 inches (152mm) below and 12 inches (305 mm) on all
68 sides of the furnace, except the service side, which shall have 30 inches (762
69 mm). Where the depth of the excavation for either the furnace or passageway
70 exceeds 12 inches (305 mm), walls shall be lined with concrete or masonry or an
71 approved material, 4 inches (102 mm) above the adjoining ground level.

72 Section 6. That the Code of the City of Topeka, Kansas, is hereby amended
73 by adding a section, to be numbered 14.50.285, which said section reads as follows:

74 Chapter 11, Section 1107.6 is hereby deleted in its entirety and the following
75 provision shall be substituted therefor:

76 Emergency Control of the Ventilation Systems – Fans required by Section
77 1107.2 to provide emergency purge ventilation shall be activated by refrigerant

Alarm 1 in accordance with Section 1106.4 and by a clearly identified switch of the break-glass type, or protected by an approved tamper resistant cover located immediately adjacent to and outside of the principal refrigerant machinery room entrance. Two colored and labeled indicator lamps responding to the differential pressure across the purge fan shall be provided for each switch. One lamp shall indicate flow; the other shall indicate no flow.

Section 7. That original § 14.50.010 and § 14.50.020 of The Code of the City of Topeka, Kansas, are hereby specifically repealed.

Section 8. This ordinance shall take effect and be in force from July 1, 2019, and after its passage, approval and publication in the official City newspaper.

Section 9. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 10. Should any section, clause or phrase of this ordinance be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

PASSED AND APPROVED by the Governing Body on _____.

CITY OF TOPEKA, KANSAS

Michelle De La Isla, Mayor

ATTEST:

Brenda Younger, City Clerk

Proposed local amendments to 2015 Uniform Mechanical Code

2015 Uniform Mechanical Code section	Current language	Proposed language	Future language
510.5.6	Duct Leakage Test – Prior to the use of or concealment of a grease duct system, a leakage test shall be performed to determine that welded joints and seams are liquid tight. The leakage test shall consist of a light test, water pressure test or an approved equivalent test. The permit holder shall be responsible for providing the necessary equipment and for performing the test. Such test shall be conducted in accordance with ASHRAE 154	Duct Leakage Test – Prior to the use of or concealment of a grease duct system, a leakage test shall be performed to determine that welded joints and seams are liquid tight. The leakage test shall consist of a light test, water pressure test or an approved equivalent test. The permit holder shall be responsible for providing the necessary equipment and for performing the test. Such test shall be conducted in accordance with ASHRAE 154 (a light test using a 500 watt halogen lamp or equivalent. A light test shall consist of passing a minimum 500 watt halogen lamp or equivalent through the entire section of grease duct. The lamp shall be open and light shall be emitted equally in all directions perpendicular to the interior duct walls. No light shall be visible from the exterior.)	Duct Leakage Test – Prior to the use of or concealment of a grease duct system, a leakage test shall be performed to determine that welded joints and seams are liquid tight. The leakage test shall consist of a light test, water pressure test or an approved equivalent test. The permit holder shall be responsible for providing the necessary equipment and for performing the test. Such test shall be a light test using a 500 watt halogen lamp or equivalent. A light test shall consist of passing a minimum 500 watt halogen lamp or equivalent through the entire section of grease duct. The lamp shall be open and light shall be emitted equally in all directions perpendicular to the interior duct walls. No light shall be visible from the exterior.

Proposed local amendments to 2015 Uniform Mechanical Code

2015 Uniform Mechanical Code section	Current language	Proposed language	Future language
904.3.1.1	Supported by Ground. -- Where a furnace is supported by the ground, it shall be installed on a concrete slab not less than 3 inches (76mm) above the adjoining ground level.	Supported by Ground. -- Where a furnace is supported by the ground, it shall be installed on a concrete slab (or an approved material,) not less than 3 inches (76mm) above the adjoining ground level.	Supported by Ground. -- Where a furnace is supported by the ground, it shall be installed on a concrete slab or an approved material, not less than 3 inches (76mm) above the adjoining ground level.
904.3.1.3	Excavation. – Where excavation is necessary to install a furnace, it shall extend to a depth of 6 inches (152mm) below and 12 inches (305 mm) on all sides of the furnace, except the service side, which shall have 30 inches (762 mm). Where the depth of the excavation for either the furnace or passageway exceeds 12 inches (305 mm), walls shall be lined with concrete or masonry 4 inches (102 mm) above the adjoining ground level.	Excavation. – Where excavation is necessary to install a furnace, it shall extend to a depth of 6 inches (152mm) below and 12 inches (305 mm) on all sides of the furnace, except the service side, which shall have 30 inches (762 mm). Where the depth of the excavation for either the furnace or passageway exceeds 12 inches (305 mm), walls shall be lined with concrete or masonry (or an approved material,) 4 inches (102 mm) above the adjoining ground level.	Excavation. – Where excavation is necessary to install a furnace, it shall extend to a depth of 6 inches (152mm) below and 12 inches (305 mm) on all sides of the furnace, except the service side, which shall have 30 inches (762 mm). Where the depth of the excavation for either the furnace or passageway exceeds 12 inches (305 mm), walls shall be lined with concrete or masonry or an approved material, 4 inches (102 mm) above the adjoining ground level.

Proposed local amendments to 2015 Uniform Mechanical Code

2015 Uniform Mechanical Code section	Current language	Proposed language	Future language
1107.6	Emergency Control of the Ventilation Systems – Fans required by Section 1107.2 to provide emergency purge ventilation shall be activated by refrigerant Alarm 1 in accordance with Section 1106.4 and by a clearly identified switch of the break-glass type, or protected by an approved tamper resistant cover located immediately adjacent to and outside of the principal refrigerant machinery room entrance. Two colored and labeled indicator lamps responding to the differential pressure across the purge fan or current through the fan motor shall be provided for each switch. One lamp shall indicate flow; the other shall indicate no flow	Emergency Control of the Ventilation Systems – Fans required by Section 1107.2 to provide emergency purge ventilation shall be activated by refrigerant Alarm 1 in accordance with Section 1106.4 and by a clearly identified switch of the break-glass type, or protected by an approved tamper resistant cover located immediately adjacent to and outside of the principal refrigerant machinery room entrance. Two colored and labeled indicator lamps responding to the differential pressure across the purge fan {or current through the fan motor} shall be provided for each switch. One lamp shall indicate flow; the other shall indicate no flow	Emergency Control of the Ventilation Systems – Fans required by Section 1107.2 to provide emergency purge ventilation shall be activated by refrigerant Alarm 1 in accordance with Section 1106.4 and by a clearly identified switch of the break-glass type, or protected by an approved tamper resistant cover located immediately adjacent to and outside of the principal refrigerant machinery room entrance. Two colored and labeled indicator lamps responding to the differential pressure across the purge fan shall be provided for each switch. One lamp shall indicate flow; the other shall indicate no flow

1 (Published in the Topeka Metro News _____)

2
3 ORDINANCE NO. _____

4
5 AN ORDINANCE introduced by City Manager Brent Trout, concerning backflow
6 prevention and cross connection control, amending City of Topeka
7 Code § 5.63.080, § 14.35.490, § 14.35.510 through § 14.35.550, §
8 14.35.570 and § 14.35.580 and repealing original sections.
9

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

11 Section 1. That section 5.63.080, Apprentice, journeyman and master
12 registration and license, of The Code of the City of Topeka, Kansas, is hereby amended
13 to read as follows:

14 **Apprentice, journeyman and master registration and license.**

15 (a) Each initial application for examination for journeyman or master license
16 shall be made on forms provided by the development services division and shall be
17 accompanied by payment of the appropriate application fee. Applications for
18 examination shall be made to the development services director prior to the scheduled
19 examination date. In addition, each applicant for examination shall be responsible for
20 paying the cost of the exam to the testing agency designated in K.S.A. 12-1509, 12-
21 1542 and 12-1526. All applicants for trade examinations shall achieve a score of at least
22 75 percent for any of the trade examinations. There shall be no alternate education
23 requirement for the trade examinations.

24 (b) All plumbing, mechanical, electrical and water softener/conditioner, lawn
25 irrigation contractors and certified backflow tester/repair technicians licensed pursuant
26 to this chapter shall display or post the required license in their place of business. All
27 master and journeyman tradepersons shall carry their licenses on their persons and
28 exhibit the license on the demand of the inspector, his assistants or any officer of the
29 city.

(c) Master.

(1) To become a licensed master, an individual shall meet the current requirements found in K.S.A. 12-1509, and any amendments thereto, relating to plumbing contractor; K.S.A. 12-1542, and any amendments thereto, relating to mechanical contractor; and K.S.A. 12-1526, and any amendments thereto, relating to electrical contractor. The requirements to become a licensed master in the water softener/conditioner area within the plumbing trade shall be a minimum of one year of experience as a licensed journeyman within the water softener/conditioner trade and pass the water softener/conditioner master's examination issued by the city of Topeka. To become a licensed master in the lawn irrigation area within the plumbing trade, a person must work as a journeyman for two years within the lawn irrigation area within the plumbing trade and pass the master's examination. The requirement to become a licensed master in the solid fuel burning appliance area in the mechanical trade shall pass the fireplace/hearth certificate exam and the gas hearth appliance certificate exam approved by the development services director. A master license holder shall be responsible to oversee all work activity to assure compliance with applicable codes and must have direct contact with the job site.

(2) A master shall be limited to that work which falls within the master's trade or specialty area within that trade for which he or she is licensed.

(3) Continuing Education.

(i) Individuals possessing a master's license in plumbing, mechanical and electrical trades shall be required to meet the continuing education requirements set forth in K.S.A. 12-1509, and any amendments thereto, relating to plumbing contractor; K.S.A. 12-1542, and any amendments thereto, relating to

54 mechanical contractor; and K.S.A. 12-1526 to renew their respective license(s).
55 The continuing education courses may be provided by the local jurisdiction, a
56 nationally recognized trade organization, a product manufacturer or other
57 sources deemed acceptable to the development services director. Individuals
58 holding multiple masters' licenses shall be required to obtain statutory continuing
59 education hours for each license held; however, course work which applies to
60 more than one category of license may count towards the continuing education
61 requirement for each such license.

62 (ii) An individual with an expired or an inactive master's license shall
63 be required to provide proof of six hours of continuing education credits for each
64 year such license was expired or inactive in order to reactivate the license.
65 However, in the event the master's license was expired or inactive for a two-year
66 period or longer, only 12 hours of continuing education credit will be required for
67 reactivation.

68 (d) Journeyman.

69 (1) To become a licensed journeyman in the plumbing, electrical and
70 mechanical trades, an individual shall meet the current requirements found in K.S.A. 12-
71 1509, and any amendments thereto, relating to plumbing contractor; K.S.A. 12-1542,
72 and any amendments thereto, relating to mechanical contractor; and K.S.A. 12-1526,
73 and any amendments thereto, relating to electrical contractor. To become a licensed
74 journeyman in the lawn irrigation trade, a person must work as an apprentice for one
75 year within the trade. Work experience shall be verified by previous and current
76 employers on forms provided by the development services division.

77 (2) For the purposes of the mechanical trade only, a journeyman license is
78 categorized as follows:

79 (i) Comprehensive, all items covered by the code.

80 (ii) Sheet metal journeyman, limited to perform the following types of
81 installation:

82 (A) The placement and installation of the furnace, air
83 conditioning or other air handling equipment. This does not include any
84 connections of the line voltage electricity, fuel gas piping or refrigeration
85 piping.

86 (B) The installation of the complete air distribution system.

87 (C) The installation of the products of combustion venting
88 system.

89 (3) Continuing Education.

90 (i) Individuals possessing a journeyman's license in the plumbing,
91 mechanical and electrical trades shall be required to meet the continuing
92 education requirements set forth in K.S.A. 12-1509, and any amendments thereto,
93 relating to plumbing trade license; K.S.A. 12-1542, and any amendments thereto,
94 relating to mechanical trade license; and K.S.A. 12-1526, and any amendments
95 thereto, relating to electrical trade license to renew their respective license(s).

96 The continuing education courses may be provided by the local jurisdiction, a
97 nationally recognized trade organization, a product manufacturer or other
98 sources deemed acceptable to the development services director. Individuals
99 holding multiple journeymen's licenses shall be required to obtain the statutory
100 requirements for continuing education hours for each license held; however,

coursework which applies to more than one category of license may count towards the continuing education requirement for each such license.

(ii) An individual with an expired or an inactive journeyman's license shall be required to provide proof of six hours of continuing education credits for each year such license was expired or inactive in order to reactivate the license. However, in the event the journeyman's license was expired or inactive for a two-year period or longer, only 12 hours of continuing education credit will be required for reactivation.

(4) Certified Backflow Tester/Repair Technicians.

(i) To become a licensed backflow tester/repair technician, the individual must successfully complete an accredited training session recognized by the Kansas Department of Health and Environment and the ~~water superintendent~~ backflow and cross connection enforcement official and achieve a passing score on an examination. The holding of this license shall entitle the individual to test and/or repair backflow prevention devices or assemblies.

(ii) An individual holding a backflow tester/repair technician license shall be required to meet the continuing education and recertification requirements established by the ~~water superintendent~~ backflow and cross connection enforcement official.

(e) Apprentice. An apprentice is an individual who is registered with the development services division as working within the trades of electrical, mechanical, plumbing and lawn irrigation. The working ratio for licensed journeyman or master to registered apprentice shall be one to one, except the mechanical and lawn irrigation

trades, wherein the ratio shall be one licensed journeyman or master to two registered apprentices.

Section 2. That section 14.35.490, Definitions, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Definitions.

In addition to those terms defined in the Uniform Plumbing Code currently adopted by the city of Topeka, for the purposes of this article, the following terms shall have the meanings ascribed to them in this section:

“Approved assembly” means a backflow preventer that contains two shut-off valves and one to four properly located test ports in addition to two internal components, that is tested and accepted by a recognized testing laboratory approved by the Kansas Department of Health and Environment (KDHE) and the ~~water superintendent~~ backflow and cross connection enforcement official

“Approved backflow training provider” means training courses which are approved by the ~~water superintendent~~ backflow and cross connection enforcement official as backflow/cross connection training providers.

“Approved device” means a backflow preventer that does not contain shut-off valves or test ports and is tested and accepted by a recognized testing laboratory approved by the Kansas Department of Health and Environment (KDHE) and the ~~water superintendent~~ backflow and cross connection enforcement official.

“Auxiliary water supply” means any water supply on or available to the premises other than the city’s approved public water supply. These auxiliary waters may include water from another purveyor’s public potable water supply or any natural source, such as a well, spring, river, stream, harbor and so forth, used waters, or industrial fluids.

“AWWA Manual” means the AWWA Manual M14, current edition, published by the American Water Works Association.

“Backflow and Cross Connection Enforcement Official” means the individual or individuals designated by the city manager to enforce the City of Topeka’s backflow prevention and cross connection control program.

“Backflow license” means a document issued by the development services division to a certified backflow tester/repair technician.

“Certified backflow tester/repair technicians” means individuals who have successfully completed an accredited training session recognized by the Kansas Department of Health and Environment (KDHE) and the ~~water superintendent~~ backflow and cross connection enforcement official. The development services division shall license the tester/repair technicians after ascertaining the technician meets specific qualifications.

“CEU” means one continuing education unit which shall be earned for each one hour of actual classroom instruction.

“Containment” means a backflow prevention assembly installed at the service connection to the property.

“Domestic service” means the pipe carrying potable water from the water meter or other source of water supply to a building or other point of use or distribution on the lot. Domestic service shall also mean “building supply” or “water service.”

“Dual check valve” means a device consisting of two internally loaded soft-seated check valves. This device does not contain test ports or two tightly closing resilient-seated shut-off valves. Dual check valves are not approved for installation as backflow prevention devices.

“Free water surface” means a water surface at atmospheric pressure.

“Industrial fluids” means any fluids or solutions that may be chemically, biologically or otherwise contaminated or polluted in a form or concentration that would constitute a health, system, pollution or plumbing hazard if introduced into an approved water supply. This may include, but shall not be limited to, polluted or contaminated waters; all types of processed waters and used waters originating from the public potable water system that may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkalis; circulating cooling waters connected to an open cooling tower; or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters, such as wells, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems, etc.; oils, gases, glycerin, paraffin, caustic and acid solutions; and other liquid and gaseous fluids used in industrial or other purposes, including for firefighting purposes.

“Isolation” means the appropriate method of backflow prevention within the customer’s potable water system at the point of use.

“K.A.R.” means Kansas Administrative Regulations.

“KDHE” means the Kansas Department of Health and Environment.

“Service connection” means the point where the public water supply connects to the customer’s water service, usually at the water meter or property line.

“USC Manual” means the USC Manual of Cross Connection Control, current edition, published by the University of Southern California, Foundation for Cross Connection Control and Hydraulic Research.

“USEPA Manual” means the Cross Connection Manual, current edition, published by the United States Environmental Protection Agency.

~~“Water superintendent” means the superintendent of the city of Topeka water division or~~

his or her designee.

Section 3. That section 14.35.510, Responsibility for enforcement, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Responsibility for enforcement.

(a) The ~~water superintendent~~backflow and cross connection enforcement official shall be responsible for effectively conducting the cross connection control program of the city's potable water supply and the customer's potable water system. The ~~water superintendent~~backflow and cross connection enforcement official may use the current version of the Uniform Plumbing Code, AWWA Manual, USEPA Manual and the USC Manual and all K.A.R. from the KDHE in developing responsible judgment for enforcement of this code. If, in the judgment of the ~~water superintendent~~backflow and cross connection enforcement official, an approved device or assembly is required, the ~~water superintendent~~backflow and cross connection enforcement official shall give notice to the customer to install an approved device or assembly. The customer shall immediately install, test or repair an approved device or assembly at the customer's expense. Failure to comply shall be grounds for discontinuing water service to the service location until the device is properly installed, tested, or repaired.

(b) Determinations made by the ~~water superintendent~~backflow and cross connection enforcement official for the cross connection control and backflow prevention program may be appealed to the plumbing board. The ~~water superintendent~~backflow and cross connection enforcement official shall be notified of all such appeals and the decision of the board.

Section 4. That section 14.35.520, Cross connections – In general, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Cross connections – In general.

The potable water supply system of the city and the customer's potable water system shall be designed, installed and maintained to best prevent contamination or pollution from nonpotable liquids, solids or gases from being introduced into the potable water supply through cross connections or any other piping connections to the system. Any connection to the city's potable water supply, directly or indirectly, shall conform to standards established by the ~~water superintendent~~ backflow and cross connection enforcement official.

Cross connections between potable water systems and other systems or equipment containing water or other substances of unknown or questionable safety are prohibited except when and where a suitable protective device or assembly is installed, tested and maintained to ensure proper operation on a continuing basis. The device or assembly that is installed shall be approved by the ~~water superintendent~~ backflow and cross connection enforcement official.

Potable water connections to boilers shall be made through an air gap or through a RP. Boilers used for cooking and processing food may have a DC installed on the boiler water connection. Chemicals used for treatment in cooking and food-processing boilers shall be U.S. Food and Drug Administration (FDA) approved for human consumption. Existing work that is an actual or potential cross connection must be corrected.

Section 5. That section 14.35.530, Approval of devices or assemblies, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Approval of devices or assemblies.

Before any devices or assemblies for the prevention of backflow or backsiphonage are installed, they shall have first been certified by a recognized testing

laboratory acceptable to KDHE. These authorities include the American Society of Sanitary Engineers (ASSE), American Water Works Association (AWWA), University of Southern California Foundation for Cross Connection Control and Hydraulic Research, Canadian Standards Association (CSA), International Association of Plumbing and Mechanical Officials (IAPMO) or Factory Mutual (FM), and other testing or certifying authorities that may be accepted by KDHE. Devices or assemblies installed in a building potable water supply distribution system for protection against backflow or cross connection shall be maintained in good working condition by the customer. The ~~water superintendent~~ backflow and cross connection enforcement official shall inspect such devices or assemblies or may require the devices or assemblies to be inspected by a certified backflow inspector and if found to be defective or inoperative shall require the repair or replacement thereof.

Section 6. That section 14.35.540, Types of devices or assemblies – Installation and replacement, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Types of devices or assemblies – Installation and replacement.

(a) The type of approved device or assembly required to be installed on the water service line to protect the water supply under this article shall be determined by the degree of hazard which exists as determined by the ~~water superintendent~~ backflow and cross connection enforcement official.

(1) The following are examples which pose a high degree of hazard requiring an approved air-gap or reduced-pressure principle backflow prevention assembly (RP):

(i) Premises having auxiliary water supply.

(ii) Premises where material dangerous to health is handled in a manner which creates an actual or potential hazard.

(iii) Premises with uncontrolled cross connections.

(iv) Premises where, because of security requirements or other prohibitions, it is impossible to complete an in-plant cross connection inspection.

(2) The examples of uses or activities which may constitute a high degree of hazard to the water supply and shall require an approved device or assembly specified by the ~~water superintendent~~ backflow and cross connection enforcement official determined by the degree of hazard include, but are not limited to, the following:

(i) Beverage bottling plants.

(ii) Buildings: hotels, apartments, public or private buildings, or other structures having actual or potential cross connections. This includes structures of four stories or more and/or structures equipped with booster pumps.

(iii) Car wash facilities.

(iv) Chemical manufacturing, handling or processing plants.

(v) Chemically contaminated water.

(vi) Dairies and cold storage facilities.

(vii) Dentist offices.

(viii) Doctor's offices equipped with laboratories or surgeries.

(ix) Film or photography processing laboratories.

(x) Fire protection systems.

292 (xi) Hospitals, medical centers, morgues, mortuaries, autopsy facilities,
293 clinics, or nursing and convalescent homes.
294 (xii) Ice machines.
295 (xiii) Irrigation systems.
296 (xiv) Laundries.
297 (xv) Metal cleaning, metal plating, processing or fabricating plants.
298 (xvi) Nursing and convalescent homes designed for acute care.
299 (xvii) Oil and gas production, storage or transmission facilities.
300 (xviii) Packing or food processing plants.
301 (xix) Paper and paper products plants.
302 (xx) Power plants.
303 (xxi) Radioactive materials plants or handling facilities.
304 (xxii) Restricted or classified facilities.
305 (xxiii) Rubber manufacturing plants.
306 (xxiv) Sand, gravel or asphalt plants.
307 (xxv) Schools or colleges.
308 (xxvi) Sewage and storm drainage facilities and reclaimed water
309 systems.
310 (xxvii) Solar heating systems.
311 (xxviii) Temporary nonemergency service: fire hydrants, air valves,
312 blow-offs and other outlets.
313 (xxix) Veterinary facilities.
314 (xxx) Waterfront marinas.

(b) Approved devices or assemblies shall be installed at all fixtures and equipment where backflow or backsiphonage may occur and where a minimum air-gap between the potable water outlet and the fixture or equipment flood level rim cannot be maintained. Backflow and backsiphonage devices or assemblies of all types shall be in an accessible location to allow for proper testing ~~and shall be installed in a pit in accordance with specifications established and maintained by the water superintendent.~~

Access and clearance shall be provided for the required testing, maintenance and repair. Access and clearance shall require a minimum of one foot between the lowest portion of the assembly and grade, floor or platform. ~~Water superintendent~~ Backflow and cross connection enforcement official approval is required before backflow devices or assemblies are installed at an elevation of six feet or more above the grade, floor or platform.

Connection to the potable water piping and initial installation of all backflow prevention devices or assemblies shall be made by a Topeka licensed plumber employed by a Topeka licensed plumbing contractor.

(c) Replacement of an existing device or assembly may be made by licensed and certified backflow tester/technicians employed in the trade or craft for which the backflow device or assembly was installed (i.e., lawn irrigation, fire suppression, ice machine installation, etc.).

Certified backflow/tester technicians shall maintain, repair and test devices or assemblies.

(d) Cross connection control fees for backflow preventers and lawn irrigation systems connected to the potable water supply system of the city outside the city limits shall be established by the ~~water superintendent~~ backflow and cross connection

enforcement official, as approved by the ~~public works director~~ city manager, and maintained in a schedule of fees and charges. The ~~water superintendent~~ backflow and cross connection enforcement official shall determine such fees for residential and commercial installations and replacements, based on the cost of service provided and an additional charge equal to the percentage difference between inside city and outside city water rates.

(e) It shall be unlawful for any person to knowingly make connection to the potable water supply system of the city for the categories of premises in this section without an approved assembly or approved device.

(1) Penalty. Any person violating this section may be punished by:

(i) Fine of not more than \$499.00; and/or

(ii) Imprisonment in jail for not more than 179 days.

Section 7. That section 14.35.550, Maintenance requirements, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Maintenance requirements.

Devices or assemblies installed, on or in a building's potable water system, for protection against backflow or backsiphonage shall be maintained in good working condition by the owner of the devices or assemblies. All devices or assemblies shall be maintained so they will be accessible for regular inspection and testing.

The ~~water superintendent~~ backflow and cross connection enforcement official may inspect devices or assemblies and if found to be defective or inoperative shall require the repair or replacement thereof.

Section 8. That section 14.35.570, Installation permit, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Installation permit and fees.

(a) A permit is required when a new or replaced backflow prevention device or assembly is installed. Before the placement of a backflow prevention device or assembly, the licensed plumber on new installation, and/or the certified backflow technician on replacements, shall obtain permits and inform the development services division that the device or assembly is being installed. After installation or replacement, a certified tester/repair technician will then test the device or assembly and register it with the ~~water superintendent~~backflow and cross connection enforcement official for scheduled testing.

(b) The backflow and cross connection official shall have the authority to establish fees for permitting and annual registration and testing. Such fees shall be subject to the approval of the City Manager.

Section 9. That section 14.35.580, Notification, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Notification.

(a) The ~~water superintendent~~backflow and cross connection enforcement official shall notify the owner, or authorized agent of the owner, of a building or premises in which there is found a violation of the provisions herein, of such violation and when the violation must be corrected. If the owner fails to correct the violation within the specified time, the ~~water superintendent~~backflow and cross connection enforcement official may request the director of utilities to cease delivery of water to the fixture, device or assembly, building or premises until the violation has been satisfactorily corrected. The ~~water superintendent~~backflow and cross connection enforcement official

shall notify owners or authorized agent of the owner, of scheduled testing for each backflow device or assembly.

(b) Failure to test a backflow device or assembly because of nonnotification by the ~~water superintendent~~ backflow and cross connection enforcement official will result in loss of service until the device or assembly is properly tested.

(c) A backflow device or assembly shall be rebuilt as needed.

(d) In the cases where the degree of hazard is considered high by the ~~water superintendent~~ backflow and cross connection enforcement official, the device or assembly shall be tested on a more frequent basis as determined by the ~~water superintendent~~ backflow and cross connection enforcement official.

(e) The ~~water superintendent~~ backflow and cross connection enforcement official shall have the right to test a device or assembly to ensure that it complies with the provisions herein.

Section 10. That original § 5.63.080, § 14.35.490, § 14.35.510 through § 14.35.550, § 14.35.570 and § 14.35.580 of The Code of the City of Topeka, Kansas, are hereby specifically repealed.

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

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

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

410 PASSED AND APPROVED by the Governing Body on _____.

411
412 CITY OF TOPEKA, KANSAS

413
414
415
416
417 _____
418 Michelle De La Isla, Mayor

419 ATTEST:
420
421
422 _____
423 Brenda Younger, City Clerk

2015 UNIFORM MECHANICAL CODE



INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS

Presented to the City of Topeka Governing Body 6/11/19
Development Services Division
Topeka Planning and Development Department

Codes Adopted by the City

2

- ▶ Residential
 - ▶ 2009 International Residential Code (Chp 1-10, App F)
- ▶ Commercial
 - ▶ 2015 International Building Code
 - ▶ 2015 International Fire Code
 - ▶ 2015 Life Safety Code
 - ▶ 1997 Uniform Code for Building Conservation *update in progress (2015 IEBC)*
- ▶ Residential / Commercial
 - ▶ 2017 National Electrical Code
 - ▶ 2012 Uniform Plumbing Code *update in progress (2018 UPC)*
 - ▶ 2009 International Energy Conservation Code *update in progress (2015 IECC)*
 - ▶ **2006 Uniform Mechanical Code**

- ▶ City of Topeka recognizes the need to update building and trade codes
 - ▶ Provides for safest and latest building standards
 - ▶ National codes are updated every 3 years
 - ▶ Best practice is to update every 6-9 years
- ▶ Uniform Mechanical Code (UMC)
 - ▶ published by the International Association of Plumbing and Mechanical Officials (IAPMO)
 - ▶ The UMC covers the installation and maintenance of heating, ventilating, cooling and refrigeration systems.
 - ▶ Contributors include enforcing authorities, installers/maintainers, laborers, manufacturers, researchers, testing laboratories, special experts and users.
 - ▶ Topeka has used the UMC since 1986

Review Process

4

- ▶ The Board of Mechanical Examiner Appeals (appointed by City Council) led the review process :
 - ▶ Marc White, Licensed Master
 - ▶ Darryl Kopfman, Licensed Master
 - ▶ Bill Naeger , Engineer
 - ▶ Craig Strever, Licensed Journeyman
- ▶ The Mechanical Inspectors served as liaison to this board.
- ▶ Staff further engaged key stakeholders for input including all mechanical contractors and the Topeka Builders Association

Neighboring Cities

5

	2006	2009	2012	2015	2018
Manhattan				X	
Lawrence				X	
Junction City			X		
Overland Park			X		
Shawnee			X		
Leavenworth	X				
Olathe		X			

These communities are using the International Code and we are using the Uniform Code. The International Code tends to refer you to an additional code books for a complete implementation of the regulation. UMC is endorsed by Mechanical Contractors Association of America and Plumbing-Heating-Cooling Contractors National Association

Recommendations

- ▶ **Adopt 2015 UMC with amendments:**
 - ▶ Amend test to check grease ducts for air leaks to streamline process
 - ▶ Allow for additional hard surfaced materials other than concrete
 - ▶ Base air circulation test only on air movement
 - ▶ Allow uninsulated joints inside dwellings

Backflow/Cross Connection

7



- ▶ Backflow / Cross Connection devices are used to ensure that the public water supply is not compromised by a contaminate leaking into the water system from a waterline connection.
- ▶ These devices are required to be tested annually and a report sent to the city to confirm that they are working properly.
- ▶ In 2018, the backflow inspector was transferred from Utilities to Development Services to consolidate all backflow inspection services. The ordinance reflects this organizational change.
- ▶ Development Services has contracted with *Compliance Engine* to ensure the devices are tested annually and a report is sent to the city.
- ▶ Fees may be established by the City Manager to cover the cost of this program.