



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

Governing Body Agenda

September 15, 2020
6:00 PM

Mayor: Michelle De La Isla

Councilmembers

Karen A. Hiller	District No. 1	Hannah Naeger	District No. 6
Christina Valdivia-Alcala	District No. 2	Neil Dobler	District No. 7
Sylvia E. Ortiz	District No. 3	Spencer Duncan	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 seven (7) 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. MAYORAL PROCLAMATIONS:

"International Underground Railroad Month"

3. PRESENTATIONS:

"Recognition of City of Topeka Retirees"

4. CONSENT AGENDA:

A. MINUTES of the regular meeting of September 8, 2020

B. APPLICATIONS:

5. ACTION ITEMS:

A. Labor Agreement - 2021-2023 WPC (United Workers of Environmental Trades of Topeka)

APPROVAL of a three-year labor contract effective January 1, 2021, through December 31, 2023, between the City of Topeka and United Workers of Environmental Trades of Topeka, representing employees of the Water Pollution Control Utility Division.

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

(Approval would provide for changes to several contract terms including wages for the term of the agreement.)

B. Ordinance - Flywheel Fairlawn (Z20/02)

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 605 SW Fairlawn from "C-4" Commercial District to "M-3" Multiple Family Dwelling District (Z20/02) (Council District No. 9)

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

(Approval will allow conversion of the former Ramada hotel into a residential apartment complex for market rate workforce housing.)

C. Ordinance - Wanamaker West - Planned Unit Development Amendment (PUD19/3A)

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, approving a major amendment to the Planned Unit Development (PUD) Master Plan for Wanamaker West on a 2.1 acre property located approximately 500 ft. west of the intersection

of SW Wanamaker Road and SW 30th Terrace along the south side of SW 30th Terrace in order to add the use of "Indoor Recreation Type II" to the allowed (C-2 and I-1) uses indicated in the PUD Master Plan all being within the City of Topeka, Shawnee County, Kansas (PUD19/3A) (Council District No. 8)

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

(Approval will allow development of an indoor simulated golf recreation and entertainment facility within a commercially zoned area.)

6. NON-ACTION ITEMS:

A. Discussion - 2020 City of Topeka Operating Budget

UPDATE on the City of Topeka 2020 Operating Budget.

B. Discussion - Utilities Stormwater Program Revisions

DISCUSSION regarding proposed City of Topeka stormwater management code provisions.

(Code amendments would authorize the Utilities Director to adopt a Stormwater BMP Design Policy Handbook, Design Criteria and Drafting Standards.)

7. PUBLIC COMMENT:

In-person public comment will now be allowed at Governing Body meetings. Individuals must notify the City Clerk's office by 5:00 p.m. on the day of the meeting. Due to the public safety mandates surrounding the COVID-19 pandemic only 45 people, including staff members, will be allowed to gather in the City Council Chambers at one time. Please be advised after a person participates in public comment it may be necessary for them exit the meeting in order to allow others to enter the Council Chambers to provide their public comment. Written public comment may be submitted by email or in writing to the City Clerk for attachment to the minutes. -- Email: cclerk@topeka.org -- Address: 215 SE 7th Street, Room 166, Topeka, Kansas, 66603

8. ANNOUNCEMENTS:

9. 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.)

10. ADJOURNMENT:



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
September 15, 2020

DATE:	September 15, 2020	
CONTACT PERSON:	Trey Heikes, Office of the Mayor	DOCUMENT #:
SECOND PARTY/SUBJECT:		PROJECT #:
CATEGORY/SUBCATEGORY		
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

"International Underground Railroad Month"

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

Proclamation - International Underground Railroad Month

PROCLAMATION

By the Mayor

WHEREAS, *In recognition of Topeka, Kansas as a powerful destination for authentic Underground Railroad history and in commemoration of all those involved in the Underground Railroad and the thousands of freedom seekers; and*

WHEREAS, *the National Underground Railroad Network to Freedom acknowledges the significance of the Underground Railroad, and all those involved, for its contribution to the eradication of slavery in the United States and as a cornerstone for a more comprehensive civil rights movement that followed; and*

WHEREAS, *the National Underground Railroad Network to Freedom acknowledges the significance of the Underground Railroad, and all those involved, for its contribution to the eradication of slavery in the United States and as a cornerstone for a more comprehensive civil rights movement that followed; and*

WHEREAS, *Kansas is home to 21 different National Park Service's National Underground Railroad Network to Freedom sites; and*

WHEREAS, *Topeka, Kansas is represented on the National Park Service's National Underground Railroad Network to Freedom with Constitution Hall, the John and Mary Ritchie House, the John Armstrong House, and the Owens House; and*

WHEREAS, *the National Park Service's Brown v. Board National Historic Site in Topeka, Kansas is an international center for learning more about these struggles for freedom; and*

WHEREAS, *the Freedom's Frontier National Heritage Area as a National Park Service Partner serves to bring together these many Freedom Sites as part of its mission to document and share the enduring struggle for freedom in Kansas; and*

NOW, THEREFORE, I, Michelle De La Isla, Mayor of the City of Topeka, Kansas, do proclaim the month of September, 2020, as

International Underground Railroad Month

In the City of Topeka.

IN WITNESS WHEREOF, I, Michelle De La Isla, Mayor of the City of Topeka, Kansas, do hereby affix my official signature and the Official Seal of the City of Topeka, Kansas, on this Day of September 15, 2020.

Michelle De La Isla, Mayor



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Council Action Form
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September 15, 2020

DATE:	September 15, 2020	
CONTACT PERSON:	Brent Trout, City Manager	DOCUMENT #:
SECOND PARTY/SUBJECT:		PROJECT #:
CATEGORY/SUBCATEGORY		
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

"Recognition of City of Topeka Retirees"

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:



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DATE:	September 15, 2020	
CONTACT PERSON:	Brent Trout, City Manager	DOCUMENT #:
SECOND PARTY/SUBJECT:	WPC contract/United Workers of Environmental Trades of Topeka	PROJECT #:
CATEGORY/SUBCATEGORY	007 Contracts and Amendments / 020 Employee Agreements	
CIP PROJECT:	No	
ACTION OF COUNCIL:	JOURNAL #: PAGE #:	

DOCUMENT DESCRIPTION:

APPROVAL of a three-year labor contract effective January 1, 2021, through December 31, 2023, between the City of Topeka and United Workers of Environmental Trades of Topeka, representing employees of the Water Pollution Control Utility Division.

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

(Approval would provide for changes to several contract terms including wages for the term of the agreement.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Pursuant to Topeka Municipal Code § 2.115.020(a) approval of employee agreements between the city and a recognized employee organization is approved by the Governing Body and signed by the City Manager.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the labor agreement.

BACKGROUND:

The proposed agreement covers a three-year period beginning January 1, 2021. It includes step increases for 2021 and 2022; a 1% increase to the pay matrix for 2022 only; and a wage reopener for 2023. Other changes to the existing contract are explained in the attached Summary of WPC contract changes. The Union has ratified

the tentative agreement.

BUDGETARY IMPACT:

2021: \$3,769,590

2022: \$3,890,248

SOURCE OF FUNDING:

Stormwater and Wastewater Funds

ATTACHMENTS:

Description

Finance Memo

Summary of Contract Changes

Proposed Contract - WPC 2021-2023 (REDLINE VERSION)

Proposed Contract - WPC 2021-2023 (FINAL CLEAN VERSION)



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 A. Lamendola, Director of Administrative and Financial Services

Date: 24 August 2020

Subject: Fiscal Effects of Proposed United Workers of Environmental Trades of Topeka—WPC Employees (UWETT) Agreement

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 on the City of proposed agreements between the City and recognized employee organizations. As part of this analysis, we are required to identify the potential impact on the City's aggregate tax levy and its operating expense limitations. This bargaining unit is concentrated in one department, the Utilities Department, and in two funds, the Stormwater and Wastewater Funds. Revenues for this fund are primarily derived through user fees. I have reviewed the economic terms of the UWETT agreement pending before the City Council and have compared its costs to the 2021 Adopted Budget. Based upon this review of the agreement, I believe that the 2021 Adopted Budget has sufficient resources to accommodate the agreement as presented.

The proposed agreement includes the following:

- Advance one step on the pay matrix in 2021 and 2022 for individuals meeting the parameters of an overall "Meets Expectations" or better.
- There is no percentage increase to the existing pay matrix for 2021; however, 3 classifications will be assigned to one pay grade higher.
- FY22 includes a one percent increase to the pay matrix for all grades, except for grade 11 which will receive a 3 percent increase

The following table (Figure 1) shows the wage and benefits estimations calculated based on the assumptions listed above. The Utility Rate Equivalence percentages are calculated based on a cumulative total for FY21 and FY22.

Figure 1

2020-2022 Wage Agreement Estimates			
	2020	2021	2022
Wages	2,980,880	2,986,050	3,081,628
Benefits	774,433	783,540	808,619
Total	\$3,755,313	\$3,769,590	\$3,890,248
Increase from Prior Year		\$14,277	\$120,658
% Increase from Prior Year		0.38%	3.20%
Utility Rate Equivalence	Stormwater .53%; Wastewater .29%		

WPC 2021-2023 Contract – Summary List of TA’d proposals

Article & Section	Topic/Section
Art 1, § 4	Bargaining Unit -- <i>Updates the categories/classifications/positions and renames “Equipment Operator” to “Collection Systems/Equipment Operator”</i>
Art 1, § 6	Visits by (non-employee) Union Representative -- <i>Simply clarifies title of section</i>
Art 1, § 9	On Duty Business -- <i>Reduces advance request time for union business from 72 to 24 hours</i>
Art 2	Definitions—Overtime Work and Pay Status -- <i>Adds clear language to reiterate current provisions that do not count sick leave and comp time as hours worked for purposes of calculating overtime</i>
Art 4, § 4	Steward System -- <i>Changes allow additional time for Union stewards to investigate grievances</i>
Art 4, § 5	Procedure (Grievance) -- <i>Allows employee more time after informal discussions (step 1) before filing formal grievance in step 2; changes mgmt. position in step 2 from Division Head to Section Manager</i>
Art 6, § 2	Work Schedule -- <i>Notice requirement for permanent schedule changes was 5 calendar days—revised to 10 business days</i>
Art 6, § 3	Flex Time -- <i>Notice requirement for flex time or short term schedule changes was 10 business days—revised to 5 business days</i>
Art 6, § 8	Call Back Pay -- <i>Provision referred to by two names: Call Back Pay and Show-up Time; to eliminate confusion, “show-up time” terminology was removed</i>
Art 6 § 10	Shift Differential -- <i>Increases shift differential from 70 cents to \$1.00 and changed shift differential start time from 7 pm to 4 pm</i>
Art 7, § 2	Distribution of OT work -- <i>Changes “after hours” overtime references to “unscheduled” overtime for clarification (all OT is after hours--the distinction is scheduled and unscheduled)</i>
Art 7, § 3	Employee’s Obligation to Accept OT work -- <i>Changes the contractual language to match current practice which utilizes a “forced list” instead of reverse seniority</i>
Art 17, § 1 and § 3	Wages / Performance Assessment Adjustments/Steps -- <i>Provides for steps in each year of contract; no matrix increase in 2021, 1% matrix increase in 2022, along with an additional 2% increase for Grade 11; reopener for 2023; \$250 bonus for employees in top step of pay grade</i>
Art 17, § 6	Wage Schedules (matrices and pay grade chart) – <i>reclassifies pay grades for 3 classifications</i>
Art 18, § 4	Protective Devices and Clothing -- <i>Increases boot allowance by \$10 to \$185 and allows employee to request reimbursement for insoles or inserts within the \$185 allowance</i>
Art 18, § 7	Job Evaluations -- <i>Adds provision to ensure employee’s position description is updated and provided to employee annually</i>
Art 18, § 13	Certification -- <i>Adds clarifying language to ensure employee is reimbursed for full costs of required CDL licenses, not just the cost of endorsements</i>
Art 18, new § 24	Bilingual Pay -- <i>Adds provision for \$250 annual add pay for bilingual employees</i>
Art 20	Termination and Amendments -- <i>3 year contract term and elimination of superfluous language</i>

CITY OF TOPEKA

CONTRACT #_____

AGREEMENT

Between

CITY OF TOPEKA

and the

**UNITED WORKERS OF ENVIRONMENTAL TRADES
OF TOPEKA**

**WATER POLLUTION CONTROL
EMPLOYEES**

JANUARY 1, ~~2018~~2021 – December 31, ~~2020~~2023



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ARTICLE 1

RECOGNITION AND UNION SECURITY

Section 1. Employees Covered.

This Agreement shall be restricted to employees within the collective bargaining unit as defined in the State of Kansas Public Employee Relations Board Case No. 75-UDE-2-1994.

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. City Ordinances.

The parties agree that all ordinances now in force, which are not in conflict with any Article, Section of any Article, or any language contained in this Agreement, shall apply to members of the bargaining unit. Any ordinances hereafter enacted may also be applied to employees of the bargaining unit covered by this Agreement, provided that both parties to the agreement agree on such application.

Section 4. Bargaining Unit.

A. Introduction. The Employer recognizes the Union as the exclusive bargaining agent for employees. The bargaining unit shall be limited to employees in position classifications

listed below holding part-time and full-time permanent and probationary appointments.

B. Categories

<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Equipment Operator</u>	<u>Equipment Operator</u>	<u>Collection Systems/Equipment Operator</u>
Equipment Operator I Equipment Operator II Equipment Operator III	Equipment Operator Senior Equipment Operator	<u>Collection Systems/Equipment Operator</u> Senior <u>Collection Systems/Equipment Operator</u>
<u>Wastewater Treatment Facility Operator</u>	<u>Wastewater Treatment Facility Operator</u>	<u>Wastewater Treatment Facility Operator</u>
Wastewater Treatment Facility Operator I Wastewater Treatment Facility Operator II Senior Wastewater Treatment Facility Operator	Wastewater Treatment Facility Operator I Wastewater Treatment Facility Operator II Senior Wastewater Treatment Facility Operator	Wastewater Treatment Facility Operator I Wastewater Treatment Facility Operator II Senior Wastewater Treatment Facility Operator
<u>Electrical and Instrumentation Mechanic</u>	<u>Electrical and Instrumentation Mechanic</u>	<u>Electrical and Instrumentation Mechanic</u>
Electrical and Instrumentation Mechanic I Electrical and Instrumentation Mechanic II	Electrical and Instrumentation Mechanic I Electrical and Instrumentation Mechanic II	
<u>Inflow and Infiltration Operator</u>	<u>Inflow and Infiltration Operator</u>	<u>Inflow and Infiltration Operator</u>
Inflow and Infiltration Operator I Inflow and Infiltration Operator II	Inflow and Infiltration Operator I Inflow and Infiltration Operator II	Inflow and Infiltration Operator Senior Inflow and Infiltration Operator
<u>Inspection and Verification Operator</u>	<u>Inspection and Verification Operator</u>	<u>Inspection and Verification Operator</u>
<u>Maintenance Mechanic</u>	<u>Maintenance Mechanic</u>	<u>Maintenance Mechanic</u>
Maintenance Mechanic I Maintenance Mechanic II Maintenance Mechanic III	Maintenance Mechanic Senior Maintenance Mechanic	Maintenance Mechanic Senior Maintenance Mechanic
<u>Bio-Solids Technician</u>	<u>Bio-Solids Technician</u>	<u>Bio-Solids Technician</u>
Bio-Solids Technician I Bio-Solids Technician II	Bio-Solids Technician I Bio-Solids Technician II	Bio-Solids Technician Senior Bio-Solids Technician

The City agrees to advise the Union in advance of any changes in or additions to the above

classifications and to meet and confer with the Union before the institution of any change to the terms and conditions of employment of the employees covered by the provisions of this agreement.

Section 5. Check-off.

The Employer agrees to deduct the Union membership initiation fee assessments, dues, and/or representation fees once each month from the pay of those employees who personally request in writing such deductions is made. The written authorization for the above deductions shall be given to the payroll clerk at least thirty (30) days prior to the day that said deductions are to be made. The amounts to be deducted shall be certified to the Employer by the official Treasurer of the Union. The aggregate deductions of all employees shall be remitted together with a computer printout to the official Treasurer of the Union by the end of the succeeding month after such deductions are made by the Department of Financial Services. The computer printout shall consist of a listing of every employee for which current Union deductions are withheld.

To partially offset the administrative costs associated with the check-off service, the Employer is authorized to bill and receive reimbursement from the Union in the amount of \$.10 per bargaining unit member per deduction and \$.60 for the processing of any change. For the purpose of administering this provision, "change" shall mean in the amount of a deduction or in the addition or removal of someone from the check-off computer printout. The total of such administrative fees shall be subtracted from the aggregate deductions remitted to the Union Treasurer each month.

Any employee may direct a written request, pursuant to the provision of the Union by-laws, to the Union President stating that the employee no longer desires deductions for Union membership. Such a withdrawal of authorization shall only become effective after the employee has met all conditions of the Check-off Authorization and Assignment form and thirty (30) days

from the date of receipt of the notice by the Director of Financial Services. Such notice shall cause the removal of the employee's name from the list of employees authorizing Union dues deductions from their pay. Deduction cards or cancellation cards shall be provided by the Union, upon request by an employee, and shall be confidential.

All deductions shall be taken out before the Union check-off is taken from the employee's wages. In the event no wages are left in any pay period to meet the Union check-off, the City is not responsible for the check-off. Neither is the City responsible for retroactive check-offs when the Employee's pay becomes sufficient to meet the check-off. The City is not responsible for any voluntary deduction, including the Union check-off, if an employee is on unpaid leave.

Section 6. Visits by **Non-employee** Union Representatives.

Non-employee Union representatives will be permitted to come on the premises of the Employer for the purpose of investigating grievances, discussing alleged violations of the Memorandum of Agreement, and fulfilling their exclusive representative obligations to the members of the bargaining unit, provided they report to the Division Head and give the following information:

- a. The name of the employee to be visited.
- b. The approximate time needed for the visit.

The Division Head will determine whether the employee's duties are such that the employee is available at the time to talk to the Union representative. If the Division Head determines that the employee's duties are such that the employee cannot be released at that time, the Union representative will be told when the employee will be available to talk to the non-employee Union representative.

Section 7. Bulletin Boards.

The official Division bulletin boards utilized for posting notices to employees in each Section within said Division may be made available to the appropriate Union official for the purpose of posting notices of Union meetings, results of elections, and Union activities. Such notices shall be dated and on Union stationery. The Union agrees to furnish a copy of any such Union notice to the Division Head prior to its posting.

Section 8. New Employees.

The Human Resources Department will provide the Union with the names of new bargaining unit employees. The Union will provide management with a list of the Union stewards. Every effort will be made to introduce WPC bargaining unit employees to the Union stewards.

Section 9. On Duty Business.

The Union President and Union Officers (President, Vice President, Recording Secretary, Treasurer, 2 Chief Stewards) may be allowed up to twenty six (26) hours per calendar year to conduct and participate in union business, as determined by the Union President, provided that business does not interfere, impede or disrupt assigned and necessary duties of the Water Pollution ~~Department~~Control Division and shall not cause additional costs or otherwise distract from the job. The time allowed to conduct union business in accordance with this section shall not result in loss of pay or leave.

Additional hours beyond the 26 may be granted to the Union President and/or Officers as determined by the President with the approval of the Division ~~Director~~Head or his/her designee.

For on-duty union business to be conducted as stated above, it must be approved by the

Division Head or his/her designee. Further, such on-duty union business must be requested in writing to the Division Head or his/her designee at least ~~seventy-two (72)~~twenty-four (24) hours in advance of planned union business. Division Head or his/her designee has the authority and discretion to allow or disallow the union business requested.

ARTICLE 2

DEFINITIONS

The following terms, when used in this Agreement, shall have the meaning indicated unless the context clearly suggests otherwise:

- A. Classification shall be defined as the different skill levels within a category into which an employee is grouped, as specified in Section 4 of Article 1 of this Agreement.
- B. Demotions are the voluntary or involuntary movement of an employee in which the employee receives less pay.
- C. Full-time Employee is one who works a minimum of forty (40) hours per work week or in the case of shift operations eighty (80) per two weeks on a regular and continuing basis.
- D. Furloughs are temporary layoffs or other modifications to normal working hours without pay for a specified duration.
- E. Grievance shall be defined as any matter in which an employee maintains that his or her rights or privileges have been violated by reason of the City'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 procedure free of non-meritorious grievances.
- F. Layoff shall be defined as temporary termination of an employee due to a shortage of funds, lack of work, or abolishment of a position to ensure the efficient and economical operation of the Division as determined by the Division Head and/or the Governing Body.
- G. Overtime Work shall mean time worked in excess of forty (40) hours per week in pay status (see definition in I below) as approved by the Division Head or designee. Sick leave and compensatory time do not count as hours worked for the purpose of calculating overtime.

- H. Part-time Employee is one who works less than forty (40) hours per work week on a regular and continuing basis.
- I. Pay Status shall be the following types of hours considered as hours worked:
- a. Holiday time
 - b. Vacation time
 - c. Personal Day
 - d. Any other time in pay status as provided by this agreement.
- J. Performance Assessment Adjustment (PAA) is the step adjustment based on performance.
- K. Permanent Employee is a benefit-eligible, full-time or part-time employee, who has satisfactorily completed a probationary period as stated in Article 9, Section 2.
- L. Promotions are the advancement of an employee by the Division Head or his/her designee to a higher paying category or classification on a permanent basis.
- M. Temporary Employee is one who works on an irregular or non-permanent basis.
- N. Transfers are the lateral movement of an employee to a position with a different category or classification in the same pay range.
- O. Vacancies are positions not filled by a permanent employee.

ARTICLE 3

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 for other legitimate reasons;
- f) Take actions 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.

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

ARTICLE 4
GRIEVANCE PROCEDURE

Section 1. Applicability.

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

Section 2. 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 City grievances of any and all such employees arising from such employment.

Section 3. Union Grievances.

Union officers or stewards who are members of the bargaining unit shall have the right to initiate a grievance when any provision of this Agreement is believed to have been violated or when the Employer's interpretation of the terms and provisions of this Agreement leads to a controversy with the Union over their application.

Section 4. Steward System.

The Employer agrees to recognize stewards who have been designated by the Union to serve in this capacity. The number of stewards, selected from among permanent employees in the unit, will not exceed six (6). Two (2) of the stewards selected by the Union shall be designated as Chief Stewards.

The Union agrees to provide the Employer a list of all stewards, designating their

assignment as regular or alternate steward. The Employer agrees to provide a list of all supervisors, designating the area in which they serve as a supervisor. A Chief Steward is not restricted to any area in performing assigned functions. 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 unit represented by the steward. Reasonable time for this purpose shall be interpreted to mean not more than ~~forty five (45)~~sixty (60) minutes per week, provided, however, that if there are two (2) or more grievances filed in any one (1) week period, the investigating Union steward shall have ~~one (1)~~two (2) hours to investigate them. Extensions of this time limit may be authorized by the Division Head and/or designee, but will not be unreasonably denied. Before leaving the assigned work area, the steward will notify his or her immediate supervisor/manager and advise that:

1. 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 absences on Union business will reflect that. If the supervisor feels that the steward cannot be excused at the requested time, the supervisor/manager will make arrangements so the Steward may be excused as soon as practical. On arriving at the destination, the steward will seek out the person in charge and advise as to:

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.

A Chief Steward will observe the procedures set forth in this Article except that he or she will be allowed ~~one and a half (1½)~~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/manager. Permission will not be unduly denied.

The number of authorized stewards is subject to modification upon mutual agreement by the parties in local labor management relations meetings.

Section 5. Procedure.

The City and the Union agree to the following exclusive steps, time limits, and conditions for presenting and adjusting grievances:

A. STEPS:

STEP 1: A grievance must be taken to the immediate supervisor/manager outside the bargaining unit within ~~fourteen (14)~~ten (10) business days following knowledge of the problem. The aggrieved employee and his/her Union representative, if the employee desires representation, shall informally discuss the matter with the employee's immediate supervisor/manager. If the grievance is not settled at this informal step, within ten (10) business days following this discussion, the grievance shall, ~~within such time,~~ be reduced to writing on forms provided by the City and submitted to the next step.

STEP 2: In the event Step One does not resolve the matter, the written grievance shall be ~~forwarded~~submitted to the ~~Division Head~~Section Manager within ~~the above ten (10)~~fifteen (15) business days ~~period~~following the informal discussion. The grievance shall be signed by

the employee and the Union representative, if applicable, and shall set forth the facts of the dispute and the relief sought, referring to the specific provision or provisions of the Contract alleged to have been violated. Second step grievance discussions shall take place at a meeting among the grievant, the ~~Division Head~~Section Manager, the Deputy Director of Operations, and the Union representative. Such meeting shall be scheduled and held within ten (10) business days of the receipt of the written grievance by the Section Manager. The City shall give its written answer to the employee and Union representative within seven (7) business days after the close of ~~discussion~~the meeting.

STEP 3: Such answer shall be final unless the grievance is appealed by written notice to the Department Director within seven (7) business days after receipt of the City's second step answer. Third step grievance discussions shall take place at a meeting among the Department Director and/or designee, ~~Division Head~~, the grievant, and his/her Union representative(s). Such meeting shall be scheduled and held within ten (10) business days. The City shall give its written answer to the employee and Union representative within seven (7) business days after the close of ~~discussion~~the meeting.

STEP 4: The answer of the Department Director shall be final unless the Union appeals the decision to the Human Resources Department (HRD) within seven (7) business days after receipt of the answer from the Department Director. A representative of the HRD shall investigate and conduct an informal hearing into the matter. The representative of the HRD shall provide a final answer ~~for the Union~~to the employee and Union representative within fifteen (15) business days of receipt of the appeal.

STEP 5: The answer of the representative of the HRD shall be final unless the Union appeals the grievance to arbitration by giving written notice of a desire to arbitrate to the HRD within ten (10) business days after receipt of the City's fourth step answer.

B. Expedited Grievance Procedure. In the event of a proposed or actual termination, the

Union may by-pass Steps 1, 2, and 3 and file the grievance directly with the Director of Human Resources. All arbitration proceedings shall take place in accordance with the provisions of Section 7.

Section 6. Arbitration.

If the grievance is appealed to arbitration, the parties may first meet and try to agree upon an arbitrator within ten (10) business days of receipt of the written notice to arbitrate specified in Step 5. Failing such agreement, the City shall request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. The initial list (and any subsequent list) will not be requested until the City receives one-half of the expense to obtain the list. Failure to submit payment for the list within ten (10) business days of a written request for such payment will result in withdrawal of the request for arbitration and the matter will be considered settled on the basis of the City's last answer. Should the first list of arbitrators be found to be unacceptable, either party may request that a second list of arbitrators be obtained. The party requesting arbitration shall strike the first name and each party shall strike one name alternatively until one arbitrator is left. The arbitrator shall be notified of his/her selection and a request shall be made that the arbitrator set a time and place for the hearing within thirty (30) business days of notification, subject to the availability of the City and the Union representatives. The parties shall attempt to stipulate to the issue(s) before the arbitrator. All documentary evidence and lists of witnesses shall be presented to each opposing party (City and Union) at least ten (10) business days prior to the arbitration hearing. Acceptance of additional evidence presented to the arbitrator, which was not submitted in advance to the opposing party, or testimony from a witness not listed in advance, shall be at the sole discretion of the arbitrator. The arbitrator shall honor any request for a continuance of the hearing made by a party not provided evidence or advised of a witness by the ten (10) business day deadline if the arbitrator determines to admit such evidence or testimony.

Section 7. 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 from, nullify, ignore, or modify any of the terms of this Agreement or expand the issue(s). The arbitrator shall consider and decide only the particular issue(s) presented in writing by the City and the Union. The arbitrator's decision and award shall be based solely upon his/her interpretation of the application of the terms of the Agreement. If the matter sought to be arbitrated does not involve an interpretation of the terms or provisions of this Agreement, the arbitrator shall so rule. The award of the arbitrator shall be final and binding on the City, the Union, and the employee or employees involved.

Section 8. Arbitration Expenses.

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

Section 9. Effect of Time Limits.

The parties agree to follow each of the foregoing steps in the processing of a grievance. If, in any step, the City's representative fails to give a written answer within the time limit 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 City's answer will be considered settled on the basis of the City's last answer. The number of

days to answer or move a grievance may be extended by mutual agreement.

ARTICLE 5

DISCIPLINE AND DISCHARGE

Section 1. General Policy.

The Employer shall apply the concept of progressive discipline through four administrative actions relative to infractions of a like or similar nature. Supervisors/managers shall point out deficiencies in work at the time they occur, or as soon as practicable following knowledge thereof, and strive to make suggestions and corrections in a constructive, helpful manner. When disciplinary or other corrective measures are taken for just cause, the seriousness of an offense will often vary with the circumstances and the motives which prompted the offense. Related and mitigating factors shall be considered when determining the appropriate action to be taken. The progressive steps are:

1st Written Reprimand - Signed by the supervisor/manager and the employee to acknowledge receipt thereof and witnessed by a Union officer/steward.

Final Written Reprimand - Signed by the supervisor/manager and the employee to acknowledge receipt thereof and witnessed by a Union officer/steward.

Suspension - (Notice to be given in writing.)

Discharge - (Notice to be given by Certified Mail from the Human Resources Department.)

In the event an employee refuses to sign to acknowledge receipt of the copy of a disciplinary action, it shall be noted by the supervisor and initialed by the Union Representative.

Employee Assistance measures may be utilized if deemed appropriate by Management.
(See Article 18, Section 12).

Section 2. Procedure.

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

- A. Disciplinary actions not considered serious enough to warrant immediate suspension or termination, except those involving safety violations, shall be removed from the employee's file on completion of two years of continuous service free from additional disciplinary actions for violations of a similar nature. An employee may file a written request with the Director of Human Resources for the removal of disciplinary actions involving either safety violations or actions serious enough to warrant an immediate suspension after five (5) years of continuous service free from additional violations of a similar nature. The Director of Human Resources shall consider the overall work record of the employee and the seriousness of the offense for which the employee was suspended in any determination relative to the removal of such disciplinary actions. All items removed from the employee's personnel file shall be given to the employee. Union representatives may assist the employees in this process, provided Management retains the authority to remove items from an employee's personnel file without such a request.
- B. The City shall have the right to discipline employees up to and including termination, provided that all actions to terminate employees shall require the

approval of the Director of Human Resources of the City. The City may place the employee to be terminated on administrative leave with or without pay pending the resolution of an appeal filed under the provisions of Article 4 of this Agreement.

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

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

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

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

This list shall not be construed to constitute the entire list of such offenses but is solely for the purpose of illustration. The City reserves the right to

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

1. Dishonesty in any form;
2. Theft of property belonging to the City;
3. Knowingly making false statements in matters relative to employment;
4. Insubordination;
5. Unreasonable and abusive treatment of a client, citizen, or other individual in the community or on the City payroll;
6. Verbal or non-verbal harassment;
7. Disregard for the City's policy prohibiting discrimination;
8. Solicitation or acceptance of money or anything of value to influence decisions in public matters or as a reward for such decisions;
9. Possession of any type of firearm, explosive, or concealed weapon in violation of federal or state law or any City policies;
10. Possession, sale, consumption or being under the influence of any alcoholic, narcotic or other non-prescription substance while on the work site, except to the extent governed by the City Drug and Alcohol Policy;
11. Conviction of a crime involving dishonesty or threat or acts of violence;
12. Other violations of a similar nature.

Section 3. Manner of Discipline.

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

Section 4. Notification.

For all proposed disciplinary actions, the Employer shall notify the employee involved at a minimum of twenty-four (24) hours in advance of any meeting on the matter that a corrective measure is being contemplated and why. With that notification, employees shall be informed of their right to Union representation if they so choose. It is the responsibility of the employee, however, to make that request of the Union. The employee may waive either the twenty-four (24) hour waiting period or Union representation or both, but must do so in writing. If neither is waived, the employee and the Union representative shall be given the opportunity at the ensuing meeting to rebut or clarify the reasons for such possible discipline.

Section 5. Justification and Measure of Disciplinary Action.

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

Section 6. Performance Corrective Action.

Each employee shall be evaluated at least annually. The evaluation and any special evaluations shall be used as the basis for all performance based corrective actions.

A. Corrective actions. As used in this section, corrective actions shall include:

1. special performance probation.
2. demotion.
3. termination.

B. Special evaluations.

1. The City may cause a special evaluation to be conducted for any employee when the management determines that such employee's performance is "less than satisfactory" with respect to any or all of the duties, tasks, and/or responsibilities which have previously been presented to the employee in writing.

2. The special evaluation document shall set forth the specific areas, (duties/tasks/responsibilities) in which the employee is expected to improve during the special evaluation period.

3. Special evaluations shall be performed in five hundred twenty (520) continuous work hour intervals which period shall be considered an opportunity for the employee to improve his/her performance to an acceptable level. Management shall identify the areas of improvement necessary to correct the employee's performance.

4. The employee shall be considered to be on a probationary status during the five hundred twenty (520) continuous work hour period following a special evaluation in which his/her performance ranks "less than satisfactory." The employee shall be given a second special evaluation on the completion of the five hundred twenty (520) continuous

work hour probationary period. In the event that an employee's performance has not improved, as reflected by the second special evaluation, management, with the concurrence of the Director of Human Resources, may take the appropriate action of:

- (a) demote the employee to a position of lesser responsibilities within his/her expected abilities;
- (b) extend the special probationary period for another five hundred twenty (520) hours; or
- (c) terminate the services of the employee.

5. Employees have a right to Union representation if they so choose. It is the responsibility of the employee, however, to make that request of the Union.

C. Appeal process.

Any employee who believes he/she has been unfairly evaluated may appeal the special evaluation by filing notice of intent with the department head pursuant to the following procedure:

1. The employee filing the appeal shall do so within ten (10) days of the receipt of the performance evaluation on a form to be provided by the Human Resources Director.
2. On receipt of notice of an appeal, the department head shall, within five (5) working days select one (1) person representative of the department 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 full-time permanent employee of the City.
3. The employee filing the appeal shall, within five (5) working days of the filing, select one (1) person to serve as his/her representative to serve on the appeals committee and shall notify the department of the name of the person selected to serve. The

person selected to serve shall be a full time permanent employee of the City.

4. The persons selected pursuant to No. 2 and No. 3 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 full time permanent employee of the City. In the event the two (2) persons selected by the department head and the employee filing the appeal cannot agree on a neutral chairperson, they shall notify the Human Resources Director of their inability to agree and the Human Resources Director shall provide a listing of five (5) City employees who have been trained to serve as chairpersons of appeals committees. The persons selected to serve by the department head and the employee filing the appeal shall then meet to alternately strike names until only one (1) name remains. The name of the individual remaining after the striking process shall serve as the chairperson of the appeals committee.

5. The appeals committee shall schedule a hearing within five (5) working days of the appointment of the chairperson.

6. 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.

7. The supervisor who performed the evaluation shall appear at the hearing and explain the basis for the evaluation as it was written.

8. The appeals committee shall, within five (5) working days of the hearing, either sustain the performance evaluation or change the evaluation to reflect the majority decision of the committee. The majority decision shall be supported by written findings

which shall be presented to the department head and the employee filing the appeal.

ARTICLE 6

HOURS OF WORK

Section 1. Regular Hours.

The normal work week for full-time employees in the bargaining 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 workweek for all city employees begins at 12:00 a.m. on Saturday and ends at 11:59 p.m. the following Friday.

The normal workday for full-time employees other than operators shall be eight (8) hours within a twenty-four (24) hour period unless changed by mutual agreement or mission necessity. The regular workday shift for Sewage Plant Shift Operators shall be twelve (12) hour work days augmented by single biweekly eight (8) hour transition coverage shifts year round.

Upon mutual agreement between the City and Union, other hours of work can be implemented which do not violate any Federal or State laws. All employees shall be assigned to a regular work shift and each work shift shall have a regular starting and quitting time, as set forth above.

Section 2. Work Schedules.

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, work days, and hours shall be posted on applicable departmental bulletin boards.

The Employer shall provide ~~five (5) calendar~~ ten (10) business days' written notice to the Union and the affected employees prior to making permanent changes in work schedules. 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 in Section 12.

Section 3. Flex Time.

By mutual agreement between an employee or group of employees and a first-line supervisor/manager, as approved by the Division Head, work times different from the normally scheduled hours may be established on either a short or long-term basis. Whether initiated by the employee or the Employer, such “flex time” requests shall be made with as much lead notice as possible, but in any event at least ~~ten (10)~~five (5) business days in advance for adjustments that will be lasting more than five (5) days.

For such long-term periods only, requests must be in writing and submitted through the immediate supervisor/manager by an employee or group of employees or vice versa, with approval in either instance being contingent upon Division Head concurrence. Decisions and acceptances will in all cases be governed by personal considerations, needs of the Department, and minimum project staffing requirements. Union input may be sought whenever such time changes are contemplated.

Temporary Flex Time changes shall not themselves be the basis for entitlement to Shift Differential, as provided under Section 10. Neither shall they qualify an employee for Call-back ~~or Show-up time~~/pay minimums set forth in Section 8 simply because the hours happen to fall outside a regularly-scheduled shift.

Section 4. Rest & Meal Periods.

- A. All employee work schedules shall provide, where applicable, for a fifteen (15) minute rest period during each one-half shift. The rest period shall be at the job site. Supervisors/managers shall cooperate with the employees required to work overtime in making arrangements for contingencies such as daycare, shared rides, etc.

When the nature of the work being done has been declared an emergency by the Division Head or designee, the employee shall not be entitled to a rest period until the emergency work has been completed.

- B. All employees are assigned to set work hours under the first section of this Article. Employees can eat lunch during these hours of work with pay, but only at the job site. Employees at the plant sites will not be able to leave the plant site for the purpose of retrieving a meal. Employees in the field will not be permitted to come back to the plant site to eat their meals unless they are returning to the plant site as a part of their job duties. There are no set time periods to eat a meal, but employees are expected to only take a minimum amount of time for that purpose and only when work allows the employee to do so.

- C. Employees called back or required to work outside of normal work hours shall be given a paid fifteen (15) minute rest period after each two (2) continuous hours of work and/or a paid thirty (30) minute combination rest and meal period after each four (4) continuous hours of work.

The Division Head or designee may provide a paid meal to an employee who is required to work overtime. If the Employer determines that the employee's work

cannot be interrupted for a meal break, the employee shall be entitled under these circumstances to only enough time to eat the meal.

Section 5. Clean-up Time.

Employees shall be granted paid fifteen (15) minute personal clean-up periods at the end of the shift.

Section 6. Time and Place for Reporting for Work.

Employees shall be ready to commence work or depart from their reporting stations for the job assignments at the beginning of each work schedule.

Section 7. 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 for work.

Section 8. Call ~~Back Pay/Show-up Time~~.

Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of three (3) hours ~~show-up time~~ call back pay or for the actual number of hours worked, whichever is greater, at his/her scheduled hourly rate. Only one ~~show-up~~ call back allowance may be paid per twenty-four (24) hour period. An employee shall only be paid for actual hours worked on subsequent calls in a twenty-four (24) hour period. The end of a call time occurs once the employee has returned to his/her home.

Section 9. Standby.

Any employee selected by the Division Head or his/her designee as being on standby and specifically designated as a standby employee shall be entitled to two (2) hours per day standby pay for every day he/she is on standby and three (3) hours per day on weekends and Holidays. Standby pay shall be at one and one half times the employee's regular hourly rate of pay and two (2) times the employee's regular hourly rate of pay for holidays recognized and observed in Article 13 of this contract. Employees may elect to designate standby as compensatory time. If a designated standby employee is called to work, he/she will not be entitled to receive standby pay for the day(s) he/she is called to work.

Section 10. Shift Differential.

Full time, benefit eligible employees of the Water Pollution Control Division shall be eligible for shift differential as follows:

1. Shift Work, generally starting at or after ~~7:00~~4:00 p.m. but before 3:00 a.m. shall qualify for the differential.
2. As an exception to the normal requirement that shift work be regular and recurring, those who bid on and are assigned to pre-established "night" shifts for emergency snow removal shall also receive the differential for hours worked in that contingency capacity.
3. If an employee volunteers for or is otherwise assigned to fill-in on a temporary basis for an absent co-worker on shifts that would ordinarily satisfy the criteria of Subsection 1 above, that employee shall be entitled to the differential for all hours worked in that assignment.

4. Employees assigned to such night schedules shall be paid an additional ~~seventy cents (\$.70)~~ one dollar (\$1.00) per hour.
5. For the purposes of either standby actually worked, or overtime performed, in conjunction with an underlying qualifying night schedule, Shift Differential, as a premium pay, shall be added prior to calculation of one and one-half (1½) times the employee's regular hourly rate.
6. Payment of Shift Differential shall only be for actual hours worked and not applied to non-duty status compensation for vacation; sick, funeral, or emergency leave; compensatory or holiday time; and any related absence with pay.

Section 11. After Hours Lead Incentives.

Eligible employees of the Water Pollution Control Division shall be eligible for a flat \$1.50 per hour for temporarily assuming a lead function over an after hours crew. The incentive pay shall be added to the individual's hourly pay as a flat \$1.50 per hour, and the incentive pay shall be available for all hours worked, including standby, as a lead person. Individuals eligible for the incentive shall be designated by Management in advance of working in a lead capacity and shall be responsible for maintaining accurate records, coordinating/delegating needed work, maintaining rules and efficiency of operations, operating/being responsible for any City vehicles or equipment, and performing any non-lead work as needed.

Section 12. Exceptions.

When the Division Head has determined that an emergency exists, the Union agrees that the provisions of this Article may be temporarily altered in order to control the situation which has caused the emergency.

ARTICLE 7

OVERTIME

Section 1. Overtime.

A. Rate of Pay. Compensation for overtime work shall be at one and one-half (1-1/2) times the employee's regular rate of pay.

B. Eligible employees. For the purpose of this article, only those employees in a non-leave pay status are eligible for overtime work and need to be called, provided, however, that an employee on approved vacation or sick leave for other than personal illness may, at the time of requesting said leave, therefore, ask to be retained on the call list. Any employee who refuses or is not available for work despite bona fide attempts to reach him or her will be passed over on the call list and not have another opportunity until the next rotation cycle.

Section 2. Distribution of Overtime Work.

Overtime work shall be offered equally to employees who normally perform or are otherwise qualified to do the work. The categories of employees for the scheduled overtime and ~~after hours~~unscheduled overtime call list will be determined by the Division Head. The Division Head will notify the Union in advance of and consider its input relative to any proposed changes. Management and the Union will mutually agree on how overtime is distributed for those employees who volunteer to be placed on the scheduled or ~~after hours~~unscheduled call list. Employees volunteering to be on the call list shall be placed on the list by division seniority, with the employee having the highest seniority listed first. In addition, Management may make an exception to the following of such lists by offering overtime to a particular employee with special expertise or familiarity who is assigned to a specific defined project, as well as to employees who

are already on a job and can contribute to operational efficiency by being held over beyond their normal shift until its feasible shut-down or completion.

When it is necessary to call employees for overtime work, the opportunity shall be offered to the employee listed first on the call list and continue until the entire list has been exhausted, picking up each time from where last leaving off. Any employee who has been called out for and is still on emergency duty, however, may be required to continue to work as long as any other emergency exists.

Section 3. Employee's Obligation to Accept Overtime Work.

Any employee shall have the right to refuse the first call for overtime work on an individual job. The Employer, after exhausting the call list, will then go in reverse order, beginning with the employee ~~with the least amount of seniority that refused the first call~~listed after the last person assigned from the reverse list being required to work the overtime. Any employee refusing overtime work upon receiving a second call shall be subject to disciplinary action as provided in Article 5 of this Agreement.

Section 4. Compensatory Time and Emergency Declarations.

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 consistent with prescribed request and approval requirements. Such election shall, however, be subject to a maximum annual accrual of forty-eight (48) hours. The Division

Head may determine a temporary greater maximum accrual and may, based on Division budgetary constraints, pay in compensatory time all hours normally classified as overtime.

An employee hired on or before December 31, 2014, may accumulate up to a maximum of two hundred forty (240) hours of compensatory time and may carry over an equal amount of compensatory time from one calendar year to another.

For employees hired after December 31, 2014, all accrued unused compensatory time will be paid on the final pay period of the year.

In the event of a snow or other similar emergency declared by the City Manager whereby all “non-emergency” employees are directed to stay at home with pay and without assessment of personal leave, all WPC employees covered by this Agreement who are considered emergency employees and therefore required to (and do) report shall receive in Compensatory Time the same number of hours as those deemed non-emergency are excused from duty, less any time such emergency WPC employees are themselves granted absences from normal work schedules.

ARTICLE 8

SENIORITY

Section 1. Definition.

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

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

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

Section 2. Loss of Seniority.

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

- A. Is discharged for just cause (unless reversed through the grievance or other legal procedure).
- B. Retires.
- C. Quits or resigns. Any employee who voluntarily resigns on good terms and returns to work in the same division within one hundred twenty (120) days shall receive credit for all City seniority previously accrued. Any employee who does not

receive direct compensation from the City during the above-mentioned 120-day period shall not accrue seniority during that time. Divisional and Classification seniority shall commence on the date the employee returns to work.

Section 3. Seniority List.

The Division Head shall maintain an up-to-date seniority list of all employees containing the name of each employee, date of hire, date entered the division, and date entered the classification.

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

ARTICLE 9
PROBATIONARY EMPLOYEES

Section 1. Purpose

Probation, as an integral part of the selection/screening process, shall be utilized for closely observing the employee's work and for securing the most effective adjustments of an employee.

Section 2. Initial Probation.

Each employee, following initial employment, shall be subject to a minimum initial probationary period of 2,080 hours. The initial probationary period may be extended, for just cause, by the Employer for up to 520 additional hours if the performance demonstrated by the employee does not conclusively illustrate reasonable ability to complete the expected duties and if the action to extend the initial probationary period is taken prior to the end of the initial probationary period. The Employer agrees to notify employees and the Union in writing of the decision to extend their initial probationary period.

Initial probationary employees will have the ability to use vacation accruals after completing 1,040 hours of their initial probationary periods. Upon successful fulfillment of the initial probationary period and any extension thereof, new hire employees shall either be elevated to a higher skill level or receive a PAA, whichever is appropriate, as determined by the Division Head. Thereafter, they shall adhere to the same skill level and PAA criteria established for eligible bargaining unit members generally under the provisions of Article 17 Section 3.

Section 3. Seniority of an Initial Probationary Employee.

An initial probationary employee shall have no seniority until the completion of the

probationary period. On successful completion of the initial probationary period, the employee will acquire seniority from the date of hire.

Section 4. Interim Probation.

Employees moving into another classification or category outside of initial employment probation shall be subject to an interim probationary period of 1040 hours. This interim probationary period may be extended, for just cause, by the Employer for up to 520 additional hours if the performance demonstrated by the employee does not conclusively illustrate reasonable ability to complete the expected duties and if the action to extend the interim probationary period is taken prior to the end of the normal interim probationary period. An employee who does not successfully complete the required interim probationary period shall be returned to his/her former position, provided the position is vacant at the time the determination is made that the employee will not complete probation. The employee may grieve his/her failure to successfully complete the interim probationary period.

ARTICLE 10
JOB VACANCIES

Section 1. Posting.

All vacancies to be filled on a permanent basis shall be posted on Union bulletin boards for a period of ten (10) working days prior to filling the vacancy. The posting notice will contain the job category, description, shift and any other information as necessary. The employee will make application to fill the vacancy in writing to the Division Head or designee. Management shall make every effort to fill jobs as expeditiously as possible and shall promptly notify the Union of decisions not to fill jobs at the time such Management decisions are made. On request of the Union, Management shall provide a statement of the status of a position if the position is not posted within thirty (30) days of the vacancy. Vacancy announcements shall not be required for vacancies where the Employer allows a transfer or demotion to avoid a layoff situation. If a vacancy is not filled within fourteen (14) days following the posted open bidding period, it may be re-opened for bids. If the job opening is neither filled or re-opened, Management will notify the Union of its decision, including a written statement explaining the decision.

Section 2. Selection Process.

Division seniority and qualifications will be used in determining those employees who will be selected to fill the vacancy. Employees with Suspension level discipline received within one year prior to the posting of the vacancy will not be eligible to fill the vacancy. The decision as to the qualifications shall be reasonably determined by the Employer. An employee shall be qualified either by past experience or by satisfactorily completing a training program established by the Division. The vacancy will be filled by the qualified employee with the most Division seniority unless the Employer can show that a junior employee is demonstrably superior to the senior

employee.

In the event an employee is not appointed to a vacancy for which the employee has applied, the employee may request written reason(s) for the denial.

Any employee who is promoted to a position in a higher pay range shall be compensated at a step on the new pay range which will amount to an increase in pay over the amount the employee was earning in the position from which the employee was promoted.

Section 3. Working Out of Class.

Whenever management determines to fill a position on a temporary basis with an employee whose position is in a lower classification pay range, such employee shall after working more than ten (10) consecutive work days be compensated at the beginning rate of pay for the higher rated classification for all consecutive days worked in the classification. The employee shall be paid at the next higher step in the higher paid classification which will amount to an increase in pay if the employee is earning more in his/her classification than the beginning rate of the higher classification.

All time spent working out of class in a higher compensated classification shall be considered as training time for the higher classification. Time spent working out of class within two years of a promotion to the higher class shall be credited to the employee toward the interim probationary requirement, provided, however, that not more than five hundred twenty (520) such hours may be credited toward any interim probationary period.

ARTICLE 11
FURLOUGH/LAYOFF PROCEDURE

Section 1. Furloughs.

Prior to implementing involuntary layoffs, the City agrees to notify the union and confer with the local president and/or union designee regarding the implementation of furloughs. Furloughs, temporary layoffs for a consecutive period of five (5) working days or less, are not subject to the provisions of this article.

1. Voluntary furlough will be implemented on a seniority basis for employees whose position classification has been designated as being subject to involuntary furlough or layoff.

a. Employees who sign up for voluntary furlough shall designate in advance the number of furlough days they are volunteering to take.

b. Employees who are granted voluntary furlough shall continue to accrue seniority and retain seniority during furlough days.

c. Health, prescription and dental coverage will continue for employees on furlough on the same basis as active employees.

d. Employees will not be permitted to use accrued leave on days designated as furlough.

e. Employees who sign up for voluntary furlough shall not be permitted to rescind voluntary furlough days that have been granted by the City.

f. The number of employees involuntarily furloughed will be reduced based on the number of voluntary furlough requests granted by the City.

2. Involuntary furloughs- The City shall provide at least thirty (30) days written notice to affected employees including schedule of furlough days or required number of furlough days as previously agreed upon by the City and the union,.

- a. Employees in the initial probationary period shall first be subject to implementation of involuntary furloughs.
- b. Involuntary furloughs will be implemented on a reverse seniority basis.
- c. Employees on involuntary furlough shall continue to accrue and retain seniority.
- d. Health, prescription and dental coverage will continue for employees on furlough on the same basis as active employees.
- e. Employees will not be permitted to use accrued leave on days designated as furlough.

Section 2. Layoff Determination.

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

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

Section 3. Required Notice.

Employees who are to be laid off shall be given formal written notice at least thirty (30) work days in advance of the date of the layoff. If sufficient notice is not given, the City shall give twenty (20) work days in pay to the individual in lieu of the required notice. The Union shall be given a copy of the layoff notice.

Section 4. Bumping.

Bumping shall be defined as the process of a senior employee in a classification replacing a junior employee in conjunction with a layoff as defined above. An employee who, after seniority is applied, is to be laid off in one classification may bump a junior employee in another classification if the senior employee is qualified to perform the work of the other classification and the bumping employee has more divisional seniority than the employee to be bumped.

Section 5. Recall.

Employees shall be recalled from layoff according to their seniority in the job classification in which the Division Head has declared an opening. If there is more than one employee available to be recalled, the Division Head shall recall the employee with the most seniority in that classification.

The City shall retain a list of those employees who have been laid off. Those employees who have remained on a layoff status for one (1) year past twenty-four (24) months shall be struck from the list forever and shall not be included in any recall list of employees by the Division Head.

The employee shall notify the Division Head by Certified Mail within ten (10) days of any change of address. Any employee failing to provide such a notice shall not have recourse, legal

or otherwise, against the City if a recall occurs and he/she fails to receive notice of the recall.

The City agrees to notify the employee or employees laid off by mailing the notice of a job vacancy in a specific job classification to the employee's last known address provided by the employee to the Division Head in the manner set out in the foregoing paragraph.

Any employee receiving notice of a recall and who desires to be considered for vacancies shall notify the Division Head by Certified Mail within ten (10) calendar days after the postmarked date of the City's certified notice of the recall. The notice shall contain the exact date the employee will be available to return to work. The employee shall be required to be available to return to work within twenty-four (24) days of the postmarked date of the City's notice to the employee or the employee shall forfeit his/her right to be recalled.

Section 6. Layoff Options.

The Division Head may recommend alternative cutback areas (to any anticipated layoff of employees) to the City Manager. Nothing in this Agreement shall prohibit the City Manager from entering into an arrangement with the Union to minimize the effect of general layoffs by:

- a) Reducing the total number of working hours of employees;
- b) Reducing the level of payment to current classifications;
- c) A rotation layoff system; or
- d) Other variations which may cause minimal impact on services rendered to the public.

ARTICLE 12

SICK LEAVE

Section 1. Accumulation.

Employees covered by this Agreement shall accrue sick leave at a rate of 3.692 hours per pay period for a forty (40) hour employee. The maximum carry-over allowance for sick leave shall be one thousand forty (1,040) hours for a full time forty (40) hour employee. Any hours in excess of the maximum carry-over allowance as of the last full pay period of the calendar year will be ~~and~~ compensated in accordance with the provisions of Section 9.B below. An employee must be performing assigned duties or on authorized paid leave to be eligible to accrue sick leave.

Section 2. Payment.

An employee shall receive hour-for-hour payment for sick leave usage only if the employee is utilizing sick leave for approved purposes. Employees who wish to receive full prevailing rate compensation for sick leave shall notify their duly authorized supervisor of their illnesses prior to the start of their shifts or prior to leaving the work site. The request may be subject to reasonable audit, confirmation, and approval by the duly authorized supervisor prior to authorization of such payment. Requests for Sick Leave utilization submitted more than two (2) working days after the employee returns to work shall not be honored and claims submitted following termination of employment shall not be processed. Use of 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.

Section 3. Acceptable Use.

A. General. Sick leave may be allowed in minimum one-quarter-hour increments when an employee is unable to perform duties due to a personal sickness or injury or the illness or

injury of an employee's spouse, child, stepchild, parent, grandparent, or grandchild living with the employee. Additionally, sick leave may be used for needed medical, dental, or other routine diagnostic or remedial treatment by the employee or the employee's spouse, child, stepchild, parent, grandparent, or grandchild 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 the Division Head.

In non-emergency situations, the employee shall schedule medical or dental appointments and/or treatments at a time which does not unduly interfere with job-related duties and shall notify his/her supervisor as soon as possible after 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.

B. Non-Emergency Use of Sick Leave.

1. Shall be requested at least forty-eight (48) hours in advance of the anticipated absence.
2. The employee must request the usage of non-emergency leave in writing on a form provided by management by filing the completed leave request with the employee's supervisor prior to leaving the job site.

C. Emergency Use of Sick Leave.

1. The employee shall notify his or her supervisor or designee, at the pre-established telephone number(s) established by the unit's work rules, of the employee's unavailability for work at least one-half hour prior to the start of the work shift, except in extreme extenuating circumstances where personal condition of health or family emergency does not permit. In such cases, notification should

be made as soon as practicable.

2. The employee shall request the use of sick leave prior to leaving the work site in the event the employee becomes ill on the job and, if possible, complete a sick leave request form prior to leaving the job site.

Section 4. Payment Upon Retirement or Death.

Any employee retiring under the Kansas Public Employees Retirement System (KPERS) or the Social Security System or who dies while in the employment of the City will be paid for thirty-five (35) percent of eligible accrued sick leave up to a maximum payment of four hundred (400) hours at his/her respective prevailing rates.

Section 5. Return to Work.

Any employee who shall absent himself/herself for five or more consecutive workdays may be required to provide the Human Resources Director with a medical report from a medical doctor duly certified by the State of Kansas and Kansas Medical Society showing the employee has been treated and released to full duty. Failure to provide a doctor's statement as required may result in the employee being subject to disciplinary action as provided for in Article 5 of this Agreement. The Human Resources Director may waive the above requirement.

Any employee who is off work for any period as a result of a work-related injury shall, before reporting back to work, report to the Human Resources Department. The Human Resources Director may require the employee to provide a medical statement from a medical doctor duly certified by the State of Kansas and the Kansas Medical Society stating that the employee is capable of performing full regular duties.

The Human Resources Director may require any employee reporting sick or injured to

report to a medical doctor of the Director's choice for an examination. The cost of such an examination shall be paid by the City. Any employee refusing to be examined by a medical doctor of the Director's choice may be subject to disciplinary action which may include immediate termination.

Section 6. Abuse of Sick Leave.

Any employee who establishes a pattern that makes it appear the employee is using sick leave improperly shall receive a written notice from the Division Head or designee notifying him or her to report to the Human Resources Department. Thereafter, the employee may be further required to report to the City Health Care Provider (CHCP) for consultation concerning the employee's duty status. The CHCP may require a doctor's statement certifying:

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

Failure to comply with the above Doctor's statement requirement may result in a determination that the sick leave in question was not supported by medical opinion, thereby leading to disciplinary action for abuse.

Section 7. Leave Requiring Medical Attention.

An employee may remain on the job as long as his/her health permits. The Division Head may require any employee to report to the Human Resources Department if the Division head has

reason to believe that an employee may be incapable of performing his/her duties because of illness or injury. The Human Resources Director may refer the employee to the CHCP for consultation and/or examination to determine the ability of the employee to perform his/her assigned duties.

Section 8. Employees Receiving Workers' Compensation Benefits.

Any employee injured as a result of an accident arising out of and in the course of his or her employment – and who is receiving Workers' Compensation benefits while he/she is Temporarily Totally Disabled and is still employed as a regular employee of the City of Topeka – may prorate sick leave in an amount representing the difference between his/her normal base compensation from the City and the amount received from Workers' Compensation, provided, however, an employee who is receiving Workers' Compensation of any kind shall continue to accrue sick leave.

Section 9. Sick Leave Incentive.

A. Bonus. Employees who have an accrued sick leave balance of at least one hundred twenty (120) hours and do not use any sick leave hours will be eligible for a \$125.00 bonus for each quarter of the payroll year.

B. Payout. Employees may be paid for all accrued sick leave in excess of 1,040 hours following the last accrual of the calendar year. Payment for accrued sick leave hours shall be made at the rate of fifty percent (50%) of the employee's base hourly rate of pay, payable with the first full pay period following the last accrual of the calendar year.

C. Request for bonuses or payout must be made by the employee pursuant to the procedure established by Human Resources.

Section 10. Non-City Employment Injury and Use of Leaves.

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 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 from the City.

Section 11. Effect of Inter- and Intra-Departmental Transfers on Sick Leave Accrual.

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

Section 12. Light Duty for Injury On or Off the Job.

An employee injured either on or off the job and who is unable to perform his/her assigned duties may be assigned to light duty as determined by the City Health Care Provider (CHCP) or the employee's personal physician whichever Human Resources determines appropriate. The Division Head shall determine whether light duty tasks exist and the duties associated with each such activity. The CHCP shall determine whether the injured employee is able to perform the duties associated with light duty assignments.

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

The Human Resources Director may, with the agreement of the employee, place the employee in a light duty position in another department.

ARTICLE 13

HOLIDAYS

Section 1. Holidays Recognized and Observed.

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

1. New Year's Day – January first
2. Martin Luther King, Jr.'s Birthday – Third Monday in January
3. Memorial Day – Last Monday in May
4. Independence Day – July Fourth
5. Labor Day – First Monday in September
6. Veterans Day – November 11th
7. Thanksgiving – Fourth Thursday in November
8. Friday after Thanksgiving
9. Christmas Eve Day – December 24th
10. Christmas Day – December 25th

All holidays shall commence at 12:01 a.m. on the day of the designated holiday and shall end at 12:00 midnight on the day of the designated holiday with the exception of Wastewater plant shift operators will begin at 9:01 PM the day before and end at 9:00 PM the day of the holiday.

Eligible employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work. Employees who are scheduled to work on the above listed holidays will be paid for their regular shift hours in addition to their holiday pay for time worked.

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

succeeding Monday shall be observed as the holiday. If the City Manager designates a day other than the Friday or Monday as a holiday, then that will be the official designated holiday for the purpose of this section. Wastewater Plant Shift Operators will always recognize the holidays on the days listed above.

Section 2. Eligibility Requirements.

Employees shall be eligible for holiday pay under the following conditions:

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

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

Section 3. Holiday Work.

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

ARTICLE 14

VACATION

Section 1. Eligibility and Allowance.

Benefit-eligible employees shall earn vacation by pay periods according to the following chart, prorated in relation to the average number of hours worked per pay period:

Length of Service	Hours Earned Per Pay Period	Days Earned Per Year	Hours Earned Per Year
1-4 years	3.70	12	96
5-9 years	4.62	15	120
10-14 years	5.54	18	144
15-19 years	6.47	21	168
20-24 years	7.39	24	192
25-29 years	8.31	27	216
30 years & thereafter	9.24	30	240

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

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

Section 2. 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 pay day immediately preceding the employee's vacation period.

Employees may be paid up to a maximum of eighty (80) hours of accrued vacation leave. Request for payment shall be made by December 1. Payments will be made on the final pay check of the calendar year. To be eligible for a December payment of accrued vacation leave, the employee must have a minimum carryover of vacation time to the next year of eighty (80) hours and have a sick leave balance of one hundred twenty (120) hours.

Section 3. Choice and Selection of Vacation Period.

All employee vacation choices and selections shall be by classification seniority and subject to reasonable Divisional operational needs determined by the Division Head. All employee vacation requests shall be made to the Division Head or designee in writing. The reason(s) for any vacation requests which are denied by the Division Head or designee will be given to the employee in writing. Once approved, vacations shall only be canceled for just cause.

Vacation requests of two (2) work days or less shall be made as far ahead of the requested vacation as possible. The Division Head or designee shall either approve or deny the vacation request by the close of business on the day the vacation request is made by the employee unless staffing requirements for the time in question cannot yet be determined.

Vacation requests for more than two (2) work days shall, except for extreme emergencies, be made at least four (4) work days prior to the beginning of the requested vacation. The Division Head or designee shall either approve or deny the vacation request no later than two (2) work days after the day the vacation request is made by the employee unless staffing requirements for the

time in question cannot yet be determined.

Section 4. Holiday during Vacation Period.

If a designated holiday, as provided in Article 13 of this Agreement, occurs during the work week in which a vacation is taken by an employee, the number of hours charged against the employee's vacation period shall be reduced by the number of holiday hours that have occurred.

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

- a. Retirement. Any employee retiring prior to taking his/her earned vacation shall be compensated with pay for the unused accrued vacation.
- b. Separation. Any employee separated from his/her employment with the Employer after satisfactorily completing the initial employment probationary period shall be compensated with pay for the unused accrued vacation.
- c. Laid-Off Employees. Any employee who is laid off for any reason after completion of the initial employment probationary period shall be paid for any unused accrued vacation. Any employee temporarily laid off may at his/her option ask the Employer to "bank" unused accrued vacation pending a recall.

Section 6. Employees Receiving Workers' Compensation Benefits.

Any employee injured as a result of an accident arising out of and in the course of his or her employment – and who is receiving Workers' Compensation benefits while he/she is Temporarily Totally Disabled and is still employed as a regular employee of the City of Topeka – may prorate vacation leave in an amount representing the difference between his/her normal base compensation from the City and the amount received from Workers' Compensation, provided,

however, an employee who is receiving Workers' Compensation of any kind shall continue to accrue vacation leave.

ARTICLE 15

LEAVES OF ABSENCE

Section 1. Eligibility Requirements.

Employees shall be eligible for leaves of absence after completing their initial probationary periods with the Employer.

Section 2. Leave of Absence Without Pay.

A leave of absence without pay is a predetermined amount of time away from work requested by the employee and approved by the Division Head or designee.

The fact that such a leave is possible does not mean that approval is obligatory. A leave of absence without pay, except in the case of a disciplinary action, shall be considered a privilege -- and the best interest of the City shall be the determining factor in deciding whether such leave shall be granted. Approved leaves of absence may be canceled for just cause.

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

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

Section 3. Leave of Absence Without Pay - Conditions.

- A. During a leave of absence without pay, the employee:
 - 1. Shall not receive pay from the City;
 - 2. Shall not accrue any leave;
 - 3. Shall not pay retirement contributions nor be credited time toward retirement for any time the employee is not in pay status;
 - 4. Shall pay total health or other insurance falling due except as provided in Section 9;
 - 5. Shall, upon return to work, carry over sick leave accrued prior to commencement of the leave without pay; and
 - 6. Shall not receive any other benefits during the absence.
- B. Requests for unpaid leaves shall be made, in writing, to the Division Head prior to the requested leave.
- C. Provisions of the Family and Medical Leave Act (FMLA) shall govern this article when the leave of absence qualifies for such purpose.

Section 4. Military Leaves - Temporary Training Periods.

An employee who is a member of a military reserve organization or a National Guard unit shall be entitled to paid leave as hereinafter provided. If such assignment would substantially interfere with the execution of duties in the public interest, the employee may be encouraged to request a rescheduling of any such training/assignment. The maximum payment during any military leave shall be the difference between the base pay an employee would normally receive in one pay period and the amount received from the military. There shall be no compensation

from the City if the military pay is equal to or greater than City pay. A forty (40) hour employee may receive up to a maximum of eighty (80) hours annually for temporary training. An employee shall be paid only for those days he/she would normally have been assigned to work during the time of the military assignment.

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

No City compensation shall be allowed for any person called to active or extended military service, provided that, in the event of a natural disaster or civil disorder within the City limits of Topeka, the City Manager may authorize payment from the City for the duration of such active service, not to exceed the difference between City and military pay as stated herein.

Section 5. Military Leaves - Extended Military Assignment.

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

Section 6. Funeral/Family Crisis Leave.

- A. Forty (40) hour employees shall receive three (3) working days per occurrence (not to be deducted from any hourly accruals) for funeral leave and a maximum of three (3) working days for family crisis leave specifically for:
1. Making arrangements for and/or attending a funeral of an employee's spouse, child, stepchild, parent, stepparent, grandparent, grandchild, sibling, spouse's parent, sibling's spouse, spouse's sibling, son-in-law, daughter-in-law, aunt, uncle, or a family member of the immediate household permanently residing under the same roof.
 2. Family crisis leave shall only apply to disasters such as fire, flood, tornado, etc. or life threatening emergency health problems. In addition, the City and the Union agree that the City may require that an employee requesting such usage supply a statement from the attending physician verifying that the health problem is both an emergency and is life threatening.
- B. Determinations of eligibility for Funeral/Family Crisis leave use shall be made by the Division Head and/or duly authorized supervisor, exercising reasonable discretion and judgment consistent with personnel guidelines and the guidelines set forth in this section. Additional time, if needed, approved, and justified, may be allowed from other leave accruals or pursuant to leave of absence provisions.

Section 7. Jury Duty/Court Appearances.

An employee called to serve on jury duty or required to serve as a court witness, but not as a defendant/plaintiff in a civil matter, shall be paid in an amount equal to the difference between the wages which would have been earned on a given day and the compensation received as a witness or juror. Alternatively, an employee may sign witness/juror fees over to the City in order to receive regular pay.

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

An employee shall not have deductions made from accrued leave for the purpose of this provision, unless the employee is a defendant/plaintiff in a civil matter or if an employee appears as a voluntary expert witness.

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

Section 8. Leave Agreements.

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

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

Section 9. Medical Disability Leave.

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

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

If the employee's Division Head believes that the employee's health or condition may be endangered by continuing employment or that the employee cannot perform regular and necessary duties of the job, the Division Head shall refer the employee to the Human Resources Department. The Human Resources Director may refer the employee to the CHCP who may require the employee to provide a statement of medical condition. The employee shall return to work at the conclusion of the medical disability leave, contingent upon a statement from the CHCP indicating that the employee is medically able to return to work.

An employee may use accrued sick leave on those occasions the employee is physically unable to complete the duties of his/her employment. An employee desiring to use accrued sick leave for a medical disability leave in excess of five (5) working days shall, if requested, provide a medical statement from his/her physician to the Human Resources Department. Such medical

statement may be reviewed by a medical advisor designated by the City, and further information pertaining to the specific condition may be requested from the attending physician. An employee on approved medical leave shall be reinstated to the position held immediately prior to the medical leave without loss of seniority.

Section 10. 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 employment with the City for a period not to exceed two (2) consecutive hours between the time of opening and closing of the polls, provided, however, that if the polls are open before commencing work or after terminating work but the period of time the polls are so open is less than two (2) consecutive hours, the employee shall only be entitled to be absent from City employment for such a period of time which, when added to the period of time the polls are open, will not exceed two (2) hours. An employee shall not, because of so 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.

The employee's Division Head may specify the particular time during the day which said employee may absent himself/herself as aforesaid, except such specified time shall not include any time during the regular lunch period.

The employee's Division Head may require the employee to show a current eligible voter registration card in order for the employee to be eligible for paid time off for voting.

Section 11. Civic Duty.

Employees appointed to serve on a committee that benefits the city and is approved by

management shall be granted leave with pay to attend committee meetings during their scheduled work hours as long as staffing levels are being met as determined by the Division Head.

Employees elected to any political or legislative position who requests a leave of absence for the time period of their elected political or legislative position shall be granted a leave of absence without pay if approved by the City Manager.

ARTICLE 16
HEALTH AND SAFETY

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 interests of the City, 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. In the furtherance of this policy, a joint Union-Management health and safety committee may be established for the bargaining unit. A joint health and safety committee may meet upon request of either party and shall be comprised of two (2) employees from the bargaining unit selected by the Union and two (2) representatives of the Employer. Chairmanship of this committee shall alternate between Union and Management representatives. This committee shall consider health and safety matters relating to all employees within the Division. Union representatives will receive their regular rate of pay for time spent in the meetings during their regularly scheduled hours of employment, not to exceed two (2) hours per month. This committee shall have the responsibility for reporting to the Division Head all health and safety problems and the Division Head may initiate such actions as necessary to see that these items are corrected.

Safety/Health Rules and Regulations shall be recommended by the joint committee to the head of the division, who shall have the right to approve, reject, or revise said proposed rules and regulations. There shall not be any rules or regulations promulgated until said rules and regulations are approved by the head of the division and the Department Director. 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.

Section 2. Healthcare Benefits.

The Employer and Union have agreed to the terms and conditions of healthcare benefits for employees as set forth within the current Joint Memorandum of Agreement between the City of Topeka, this Union and other bargaining units recognized by the City.

Section 3. Pension.

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

ARTICLE 17

WAGES

Section 1. Wages.

Employees covered by this agreement shall be compensated beginning with the first full pay period in January of ~~2018, 2019 and 2020~~2021 and 2022 in accordance with the wage schedules in Section 6 of this Article titled “Wage Schedules.” ~~There will be a one percent (1%) increase to the pay matrix effective the first full pay period in January 2019. There will be a one percent (1%) increase to the pay matrix effective the first full pay period January 2020. Effective the first full pay period in January 2022, there will be a one percent (1%) increase to the pay matrix for all grades plus an additional two percent (2%) increase for Grade 11. For 2023, this Section 1 shall be reopened.~~

Section 2. Pay Period.

Employees shall be paid on a bi-weekly basis in accordance with the published City of Topeka Payroll Schedule.

Section 3. Performance Assessment Adjustments.

Beginning with the first full pay periods of ~~2018, 2019 and 2020~~2021, 2022, and 2023 all non-initial probationary bargaining unit employees, who have been evaluated and individually received a “Meets Expectations” or greater on their final overall performance assessments for the previous year and who have not received suspension level discipline within the prior year shall receive a one-step increase, if not already at the top PAA or step for their respective classification. Employees at the top PAA or step for their respective classification who have been evaluated and

individually received a “Meets Expectations” or greater on their final overall performance assessments for the previous year and who have not received suspension level discipline within the prior year shall receive a one-time lump sum bonus of \$250 in ~~2019~~2021, 2022 and 2023. ~~Employees at the top PAA or step for their respective classification who have been evaluated and individually received a “Meets Expectations” or greater on their final overall performance assessments for the previous year and who have not received suspension level discipline within the prior year shall receive a one-time lump sum bonus of \$500 in 2020.~~ For purposes of this Section, any employee who for whatever reason does not receive an annual performance assessment shall be deemed to “Meet Expectations.”

Section 4. Movement Between Classifications.

Employees who are eligible to move to a higher classification will advance on the first day of the first full pay period after attaining minimum competencies. Employees are not eligible for movement until at least one year has passed without receiving a Suspension level discipline. When there is movement from one classification to a higher classification, employees will be guaranteed placement at the step that gives them an increase of at least fifty percent (50%) of the difference between their current step and the same numbered step in the grade of the new classification, provided, however, that in no case may that calculation be based on a figure higher than top step of the classification from which they are moving.

Section 5. Lead Worker Positions.

Any bargaining unit member assigned by Management to a Lead Worker role shall be entitled to one dollar (\$1.00) per hour add pay for the additional responsibilities.

Section 6. Wage Schedules.

POSITION TITLE	GRADE
BIO-SOLIDS TECH	04
SENIOR BIO-SOLIDS TECH	10
ELECTRICAL & INSTRUMENTATION MECHANIC (E&I)	12
EQUIPMENT OPERATOR	04 <u>05</u>
SENIOR EQUIPMENT OPERATOR	11
INSPECTION AND VERIFICATION OPERATOR	11
MAINTENANCE MECHANIC	05 <u>06</u>
SENIOR MAINTENANCE MECHANIC	09 <u>10</u>
PLANT OPERATOR SKILL LEVEL I	05
PLANT OPERATOR SKILL LEVEL II	08
SENIOR PLANT OPERATOR	12

WATER POLLUTION CONTROL

Effective with the Pay Period beginning January 13, 2018

POSITION TITLE	GRADE
BIO-SOLIDS TECH I SK II	04
BIO-SOLIDS TECH II SK III	10
ELECTRICAL & INSTRUMENTATION MECHANIC (E&I) SKILL LEVEL I	09
ELECTRICAL & INSTRUMENTATION MECHANIC (E&I) SKILL LEVEL II	12
EQUIPMENT OPERATOR SKILL LEVEL I	02
EQUIPMENT OPERATOR SKILL LEVEL II	04
EQUIPMENT OPERATOR SKILL LEVEL III	10
INSPECTION AND VERIFICATION OPERATOR	11
MAINTENANCE MECHANIC SKILL LEVEL I	03
MAINTENANCE MECHANIC SKILL LEVEL II	05
MAINTENANCE MECHANIC SKILL LEVEL III	09
PLANT OPERATOR SKILL LEVEL I	04
PLANT OPERATOR SKILL LEVEL II	07
SENIOR PLANT OPERATOR	ES

Operators Pay Matrix

2018 HOURLY SCHEDULE, GRADES & RATES

Effective with the Pay Period beginning January 13, 2018

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WPC1	P01	14.43	14.73	15.05	15.37	15.65	15.95	16.24	16.55	16.81	17.09	17.37	17.65	17.90	18.14	18.40	18.65	18.86	19.08	19.29	19.51
WPC1	P02	14.77	15.09	15.42	15.74	16.04	16.35	16.65	16.97	17.24	17.53	17.81	18.10	18.34	18.60	18.85	19.11	19.32	19.54	19.76	19.99
WPC1	P03	15.98	16.31	16.66	17.02	17.33	17.66	18.00	18.33	18.63	18.94	19.24	19.56	19.82	20.10	20.37	20.65	20.88	21.12	21.35	21.60
WPC1	P04	16.86	17.21	17.58	17.96	18.29	18.64	18.99	19.34	19.66	19.98	20.30	20.63	20.91	21.20	21.50	21.79	22.04	22.28	22.54	22.79
WPC1	P05	16.95	17.30	17.67	18.05	18.39	18.73	19.08	19.44	19.75	20.07	20.39	20.72	21.01	21.29	21.59	21.88	22.13	22.37	22.63	22.88
WPC1	P06	17.37	17.73	18.11	18.50	18.84	19.20	19.56	19.93	20.25	20.58	20.91	21.25	21.55	21.84	22.14	22.44	22.70	22.95	23.21	23.48
WPC1	P07	17.70	18.08	18.47	18.86	19.22	19.58	19.95	20.32	20.65	20.99	21.32	21.67	21.97	22.27	22.58	22.88	23.14	23.39	23.66	23.92
WPC1	P08	18.57	18.97	19.37	19.78	20.15	20.53	20.91	21.30	21.65	22.00	22.35	22.72	23.04	23.35	23.67	24.00	24.26	24.54	24.81	25.09
WPC1	P09	19.22	19.63	20.05	20.48	20.86	21.25	21.65	22.06	22.41	22.78	23.15	23.53	23.85	24.18	24.51	24.84	25.12	25.40	25.69	25.97
WPC2	P10	19.53	19.95	20.37	20.80	21.19	21.59	22.00	22.40	22.77	23.14	23.52	23.89	24.22	24.56	24.89	25.23	25.52	25.80	26.09	26.38
WPC2	P11	20.17	20.60	21.04	21.49	21.88	22.29	22.71	23.14	23.52	23.89	24.26	24.68	25.02	25.36	25.71	26.07	26.36	26.66	26.95	27.26
WPC2	PE5	20.71	21.15	21.60	22.06	22.47	22.89	23.31	23.75	24.14	24.53	24.93	25.33	25.68	26.03	26.39	26.75	27.05	27.35	27.66	27.97
WPC2	P12	21.24	21.69	22.15	22.62	23.05	23.48	23.91	24.36	24.76	25.16	25.57	25.98	26.34	26.70	27.07	27.43	27.74	28.04	28.36	28.68

Leadworkers Pay Matrix

2018 HOURLY SCHEDULE, GRADES & RATES

Effective with the Pay Period beginning January 13, 2018

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WPC3	R01	15.43	15.73	16.05	16.37	16.65	16.95	17.24	17.55	17.81	18.09	18.37	18.65	18.90	19.14	19.40	19.65	19.86	20.08	20.29	20.51
WPC3	R02	15.77	16.09	16.42	16.74	17.04	17.35	17.65	17.97	18.24	18.53	18.81	19.10	19.34	19.60	19.85	20.11	20.32	20.54	20.76	20.99
WPC3	R03	16.98	17.31	17.66	18.02	18.33	18.66	19.00	19.33	19.63	19.94	20.24	20.56	20.82	21.10	21.37	21.65	21.88	22.12	22.35	22.60
WPC3	R04	17.86	18.21	18.58	18.96	19.29	19.64	19.99	20.34	20.66	20.98	21.30	21.63	21.91	22.20	22.50	22.79	23.04	23.28	23.54	23.79
WPC3	R05	17.95	18.30	18.67	19.05	19.39	19.73	20.08	20.44	20.75	21.07	21.39	21.72	22.01	22.29	22.59	22.88	23.13	23.37	23.63	23.88
WPC3	R06	18.37	18.73	19.11	19.50	19.84	20.20	20.56	20.93	21.25	21.58	21.91	22.25	22.55	22.84	23.14	23.44	23.70	23.95	24.21	24.48
WPC3	R07	18.70	19.08	19.47	19.86	20.22	20.58	20.95	21.32	21.65	21.99	22.32	22.67	22.97	23.27	23.58	23.88	24.14	24.39	24.66	24.92
WPC3	R08	19.57	19.97	20.37	20.78	21.15	21.53	21.91	22.30	22.65	23.00	23.35	23.72	24.04	24.35	24.67	25.00	25.31	25.54	25.81	26.09
WPC3	R09	20.32	20.63	21.05	21.48	21.86	22.25	22.65	23.06	23.41	23.78	24.15	24.53	24.85	25.18	25.51	25.84	26.12	26.40	26.69	26.97
WPC4	R10	20.53	20.95	21.37	21.80	22.19	22.59	23.00	23.40	23.77	24.14	24.52	24.89	25.22	25.56	25.89	26.23	26.52	26.80	27.09	27.38
WPC4	R11	21.17	21.60	22.04	22.49	22.88	23.29	23.71	24.14	24.52	24.89	25.28	25.68	26.02	26.36	26.71	27.07	27.36	27.65	27.95	28.26
WPC4	R12	21.71	22.15	22.60	23.06	23.47	23.89	24.31	24.75	25.14	25.53	25.93	26.33	26.68	27.03	27.39	27.75	28.05	28.35	28.66	28.97
WPC4	R12	22.24	22.69	23.15	23.62	24.05	24.48	24.91	25.36	25.76	26.16	26.57	26.98	27.34	27.70	28.07	28.43	28.74	29.04	29.35	29.68

WATER POLLUTION CONTROL

Effective with the Pay Period beginning January 12, 2019

POSITION TITLE	GRADE
BIO-SOLIDS TECH I SK II	04
BIO-SOLIDS TECH II SK III	10
ELECTRICAL & INSTRUMENTATION MECHANIC (E&I) SKILL LEVEL I	10
ELECTRICAL & INSTRUMENTATION MECHANIC (E&I) SKILL LEVEL II	12
EQUIPMENT OPERATOR	04
SENIOR EQUIPMENT OPERATOR	10
INSPECTION AND VERIFICATION OPERATOR	11
MAINTENANCE MECHANIC	05
SENIOR MAINTENANCE MECHANIC	09
PLANT OPERATOR SKILL LEVEL I	05
PLANT OPERATOR SKILL LEVEL II	08
SENIOR PLANT OPERATOR	12

Operators Pay Matrix

2019 HOURLY SCHEDULE, GRADES & RATES

1% increase from 2017-2018

Effective with the Pay Period beginning January 12, 2019

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WPC1	P01	14.58	14.88	15.21	15.53	15.81	16.11	16.41	16.72	16.98	17.27	17.55	17.83	18.08	18.33	18.59	18.84	19.05	19.28	19.49	19.71
WPC1	P02	14.92	15.25	15.58	15.90	16.21	16.52	16.82	17.14	17.42	17.71	17.99	18.29	18.53	18.79	19.04	19.31	19.52	19.74	19.96	20.19
WPC1	P03	16.14	16.48	16.83	17.20	17.51	17.84	18.18	18.52	18.82	19.13	19.44	19.76	20.02	20.31	20.58	20.86	21.09	21.34	21.57	21.82
WPC1	P04	17.03	17.39	17.76	18.14	18.48	18.83	19.18	19.54	19.86	20.18	20.51	20.84	21.12	21.42	21.72	22.01	22.27	22.51	22.77	23.02
WPC1	P05	17.12	17.48	17.85	18.24	18.58	18.93	19.28	19.64	19.95	20.28	20.60	20.93	21.23	21.51	21.81	22.10	22.36	22.60	22.86	23.11
WPC1	P06	17.55	17.91	18.30	18.69	19.03	19.40	19.76	20.13	20.46	20.79	21.12	21.47	21.77	22.06	22.37	22.67	22.93	23.18	23.45	23.72
WPC1	P07	17.88	18.27	18.66	19.05	19.42	19.78	20.15	20.53	20.86	21.20	21.54	21.89	22.19	22.50	22.81	23.11	23.38	23.63	23.90	24.16
WPC1	P08	18.76	19.16	19.57	19.98	20.36	20.74	21.12	21.51	21.87	22.22	22.58	22.95	23.28	23.59	23.91	24.24	24.51	24.79	25.06	25.35
WPC1	P09	19.42	19.83	20.26	20.69	21.07	21.47	21.87	22.29	22.64	23.01	23.39	23.77	24.09	24.43	24.76	25.09	25.38	25.66	25.95	26.23
WPC2	P10	19.73	20.15	20.58	21.01	21.41	21.81	22.22	22.63	23.00	23.38	23.76	24.13	24.47	24.81	25.14	25.49	25.78	26.06	26.36	26.65
WPC2	P11	20.38	20.81	21.26	21.71	22.10	22.52	22.94	23.38	23.78	24.13	24.53	24.93	25.28	25.62	25.97	26.34	26.63	26.93	27.22	27.54
WPC2	P12	21.46	21.91	22.38	22.85	23.29	23.72	24.15	24.61	25.01	25.42	25.83	26.24	26.61	26.97	27.35	27.71	28.02	28.33	28.65	28.97

Leadworkers Pay Matrix

2019 HOURLY SCHEDULE, GRADES & RATES

1% increase from 2017-2018

Effective with the Pay Period beginning January 12, 2019

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WPC3	R01	15.58	15.88	16.21	16.53	16.81	17.11	17.41	17.72	17.98	18.27	18.55	18.83	19.08	19.33	19.59	19.84	20.05	20.28	20.49	20.71
WPC3	R02	15.92	16.25	16.58	16.90	17.21	17.52	17.82	18.14	18.42	18.71	18.99	19.29	19.53	19.79	20.04	20.31	20.52	20.74	20.96	21.19
WPC3	R03	17.14	17.48	17.83	18.20	18.51	18.84	19.18	19.52	19.82	20.13	20.44	20.76	21.02	21.31	21.58	21.86	22.09	22.34	22.57	22.82
WPC3	R04	18.03	18.39	18.76	19.14	19.48	19.83	20.18	20.54	20.86	21.18	21.51	21.84	22.12	22.42	22.72	23.01	23.27	23.51	23.77	24.02
WPC3	R05	18.12	18.48	18.85	19.24	19.58	19.92	20.28	20.64	20.95	21.28	21.60	21.93	22.23	22.55	22.81	23.10	23.36	23.60	23.86	24.11
WPC3	R06	18.55	18.91	19.30	19.69	20.03	20.40	20.76	21.13	21.46	21.79	22.12	22.47	22.77	23.06	23.37	23.67	23.93	24.18	24.45	24.72
WPC3	R07	18.88	19.27	19.66	20.05	20.42	20.78	21.15	21.53	21.86	22.20	22.54	22.89	23.19	23.50	23.81	24.11	24.38	24.63	24.90	25.16
WPC3	R08	19.76	20.16	20.57	20.98	21.36	21.74	22.12	22.52	22.87	23.22	23.58	23.95	24.28	24.59	24.91	25.24	25.51	25.79	26.06	26.35
WPC3	R09	20.42	20.83	21.26	21.69	22.07	22.47	22.87	23.29	23.64	24.01	24.39	24.77	25.09	25.43	25.76	26.09	26.38	26.66	26.95	27.23
WPC4	R10	20.73	21.15	21.58	22.01	22.41	22.81	23.22	23.63	24.00	24.38	24.76	25.13	25.47	25.81	26.14	26.49	26.78	27.06	27.36	27.65
WPC4	R11	21.38	21.81	22.26	22.71	23.10	23.52	23.94	24.38	24.76	25.13	25.53	25.93	26.28	26.62	26.97	27.34	27.63	27.93	28.22	28.54
WPC4	R12	22.46	22.91	23.38	23.85	24.29	24.72	25.15	25.61	26.01	26.42	26.83	27.24	27.61	27.97	28.35	28.71	29.02	29.33	29.65	29.97

WATER POLLUTION CONTROL

Effective with the Pay Period beginning January 11, 2020

POSITION TITLE	GRADE
BIO-SOLIDS TECH	04
SENIOR BIO-SOLIDS TECH	10
ELECTRICAL & INSTRUMENTATION MECHANIC (E&I)	12
EQUIPMENT OPERATOR	04
SENIOR EQUIPMENT OPERATOR	11
INSPECTION AND VERIFICATION OPERATOR	11
MAINTENANCE MECHANIC	05
SENIOR MAINTENANCE MECHANIC	09
PLANT OPERATOR SKILL LEVEL I	05
PLANT OPERATOR SKILL LEVEL II	08
SENIOR PLANT OPERATOR	17

Operators Pay Matrix

2020 HOURLY SCHEDULE, GRADES & RATES

1% increase from 2019

Effective with the Pay Period beginning January 11, 2020

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WPC1	P01	14.73	15.03	15.37	15.67	15.97	16.28	16.58	16.89	17.15	17.45	17.73	18.01	18.27	18.52	18.78	19.03	19.25	19.48	19.69	19.91
WPC1	P02	15.07	15.41	15.74	16.06	16.38	16.69	16.99	17.32	17.60	17.89	18.17	18.48	18.72	18.98	19.24	19.51	19.72	19.94	20.16	20.40
WPC1	P03	16.31	16.65	17.00	17.38	17.69	18.02	18.37	18.71	19.01	19.33	19.64	19.96	20.23	20.52	20.79	21.07	21.31	21.56	21.79	22.04
WPC1	P04	17.21	17.57	17.94	18.33	18.61	19.02	19.38	19.74	20.06	20.37	20.72	21.05	21.34	21.64	21.94	22.24	22.50	22.74	23.00	23.26
WPC1	P05	17.30	17.66	18.03	18.43	18.77	19.11	19.48	19.84	20.15	20.49	20.81	21.14	21.45	21.73	22.03	22.33	22.59	22.83	23.09	23.35
WPC1	P06	17.73	18.09	18.49	18.88	19.23	19.61	19.96	20.34	20.67	21.00	21.34	21.69	21.99	22.29	22.60	22.90	23.16	23.42	23.69	23.96
WPC1	P07	18.06	18.46	18.85	19.25	19.62	19.98	20.36	20.74	21.07	21.42	21.76	22.11	22.42	22.73	23.04	23.35	23.62	23.87	24.14	24.41
WPC1	P08	18.95	19.36	19.77	20.18	20.57	20.95	21.34	21.74	22.09	22.45	22.81	23.18	23.52	23.83	24.15	24.49	24.76	25.04	25.32	25.61
WPC1	P09	19.62	20.03	20.47	20.90	21.29	21.69	22.08	22.50	22.87	23.25	23.63	24.01	24.34	24.68	25.01	25.35	25.64	25.92	26.21	26.50
WPC2	P10	19.93	20.36	20.79	21.23	21.63	22.03	22.45	22.86	23.23	23.62	24.00	24.38	24.72	25.06	25.40	25.75	26.04	26.33	26.63	26.92
WPC2	P11	20.59	21.02	21.48	21.93	22.33	22.75	23.17	23.62	24.00	24.38	24.78	25.18	25.54	25.88	26.23	26.61	26.90	27.20	27.50	27.82
WPC2	P12	21.68	22.13	22.61	23.08	23.53	23.96	24.40	24.88	25.27	25.68	26.09	26.51	26.88	27.24	27.63	27.99	28.31	28.62	28.94	29.26

Leadworkers Pay Matrix

2019 HOURLY SCHEDULE, GRADES & RATES

1% increase from 2019

Effective with the Pay Period beginning January 11, 2020

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WPC3	R01	15.73	16.03	16.37	16.69	16.97	17.28	17.58	17.89	18.15	18.45	18.73	19.01	19.27	19.52	19.78	20.03	20.25	20.48	20.69	20.91
WPC3	R02	16.07	16.41	16.74	17.06	17.38	17.69	17.99	18.32	18.60	18.89	19.17	19.48	19.72	19.98	20.24	20.51	20.72	20.94	21.16	21.40
WPC3	R03	17.31	17.65	18.00	18.38	18.69	19.02	19.37	19.71	20.01	20.33	20.64	20.96	21.23	21.52	21.79	22.07	22.31	22.56	22.79	23.04
WPC3	R04	18.21	18.57	18.94	19.33	19.67	20.02	20.38	20.74	21.06	21.39	21.72	22.05	22.34	22.64	22.94	23.24	23.50	23.74	24.00	24.26
WPC3	R05	18.30	18.66	19.03	19.43	19.77	20.11	20.48	20.84	21.15	21.49	21.81	22.14	22.45	22.73	23.03	23.33	23.59	23.83	24.09	24.35
WPC3	R06	18.73	19.09	19.49	19.88	20.23	20.60	20.96	21.34	21.67	22.00	22.34	22.69	22.99	23.29	23.60	23.90	24.16	24.42	24.69	24.96
WPC3	R07	19.06	19.46	19.85	20.25	20.62	20.98	21.36	21.74	22.07	22.42	22.76	23.11	23.42	23.73	24.04	24.35	24.62	24.87	25.14	25.41
WPC3	R08	19.55	20.36	20.77	21.18	21.57	21.95	22.34	22.74	23.09	23.45	23.81	24.18	24.52	24.83	25.15	25.49	25.76	26.04	26.32	26.61
WPC3	R09	20.62	21.03	21.47	21.90	22.29	22.69	23.09	23.52	23.87	24.25	24.63	25.01	25.34	25.68	26.01	26.35	26.64	26.92	27.21	27.50
WPC4	R10	20.93	21.36	21.79	22.23	22.63	23.03	23.45	23.86	24.23	24.62	25.00	25.38	25.72	26.06	26.40	26.75	27.04	27.33	27.63	27.92
WPC4	R11	21.59	22.02	22.48	22.93	23.33	23.75	24.17	24.62	25.00	25.38	25.78	26.18	26.54	26.88	27.23	27.61	27.90	28.20	28.50	28.82
WPC4	R12	22.68	23.13	23.61	24.08	24.53	24.96	25.40	25.86	26.27	26.68	27.09	27.51	27.88	28.24	28.63	28.99	29.31	29.62	29.94	30.26

WATER POLLUTION CONTROL

Operators Pay Matrix

2021 HOURLY SCHEDULE, GRADES & RATES

No Increase from 2020

Effective with the Pay Period beginning January 09, 2021

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WPC1	P01	14.73	15.03	15.37	15.69	15.97	16.28	16.58	16.89	17.15	17.45	17.73	18.01	18.27	18.52	18.78	19.03	19.25	19.48	19.69	19.91
WPC1	P02	15.07	15.41	15.74	16.06	16.38	16.69	16.99	17.32	17.60	17.89	18.17	18.48	18.72	18.98	19.24	19.51	19.72	19.94	20.16	20.40
WPC1	P03	16.31	16.65	17.00	17.38	17.69	18.02	18.37	18.71	19.01	19.33	19.64	19.96	20.23	20.52	20.79	21.07	21.31	21.56	21.79	22.04
WPC1	P04	17.21	17.57	17.94	18.33	18.67	19.02	19.38	19.74	20.06	20.39	20.72	21.05	21.34	21.64	21.94	22.24	22.50	22.74	23.00	23.26
WPC1	P05	17.30	17.66	18.03	18.43	18.77	19.11	19.48	19.84	20.15	20.49	20.81	21.14	21.45	21.73	22.03	22.33	22.59	22.83	23.09	23.35
WPC1	P06	17.73	18.09	18.49	18.88	19.23	19.60	19.96	20.34	20.67	21.00	21.34	21.69	21.99	22.29	22.60	22.90	23.16	23.42	23.69	23.96
WPC1	P07	18.06	18.46	18.85	19.25	19.62	19.98	20.36	20.74	21.07	21.42	21.76	22.11	22.42	22.73	23.04	23.35	23.62	23.87	24.14	24.41
WPC1	P08	18.95	19.36	19.77	20.18	20.57	20.95	21.34	21.74	22.09	22.45	22.81	23.18	23.52	23.83	24.15	24.49	24.76	25.04	25.32	25.61
WPC1	P09	19.62	20.03	20.47	20.90	21.29	21.69	22.09	22.52	22.87	23.25	23.63	24.01	24.34	24.68	25.01	25.35	25.64	25.92	26.21	26.50
WPC2	P10	19.93	20.36	20.79	21.23	21.63	22.03	22.45	22.86	23.23	23.62	24.00	24.38	24.72	25.06	25.40	25.75	26.04	26.33	26.63	26.92
WPC2	P11	20.59	21.02	21.48	21.93	22.33	22.75	23.17	23.62	24.00	24.38	24.78	25.18	25.54	25.88	26.23	26.61	26.90	27.20	27.50	27.82
WPC2	P12	21.68	22.13	22.61	23.08	23.53	23.96	24.40	24.86	25.27	25.68	26.09	26.51	26.88	27.24	27.63	27.99	28.31	28.62	28.94	29.26

Leadworkers Pay Matrix

2021 HOURLY SCHEDULE, GRADES & RATES

No Increase from 2020

Effective with the Pay Period beginning January 09, 2021

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WPC3	R01	15.73	16.03	16.37	16.69	16.97	17.28	17.58	17.89	18.15	18.45	18.73	19.01	19.27	19.52	19.78	20.03	20.25	20.48	20.69	20.91
WPC3	R02	16.07	16.41	16.74	17.06	17.38	17.69	17.99	18.32	18.60	18.89	19.17	19.48	19.72	19.98	20.24	20.51	20.72	20.94	21.16	21.40
WPC3	R03	17.31	17.65	18.00	18.38	18.69	19.02	19.37	19.71	20.01	20.33	20.64	20.96	21.23	21.52	21.79	22.07	22.31	22.56	22.79	23.04
WPC3	R04	18.21	18.57	18.94	19.33	19.67	20.02	20.38	20.74	21.06	21.39	21.72	22.05	22.34	22.64	22.94	23.24	23.50	23.74	24.00	24.26
WPC3	R05	18.30	18.66	19.03	19.43	19.77	20.11	20.48	20.84	21.15	21.49	21.81	22.14	22.45	22.73	23.03	23.33	23.59	23.83	24.09	24.35
WPC3	R06	18.73	19.09	19.49	19.88	20.23	20.60	20.96	21.34	21.67	22.00	22.34	22.69	22.99	23.29	23.60	23.90	24.16	24.42	24.69	24.96
WPC3	R07	19.06	19.46	19.85	20.25	20.62	20.98	21.36	21.74	22.07	22.42	22.76	23.11	23.42	23.73	24.04	24.35	24.62	24.87	25.14	25.41
WPC3	R08	19.95	20.36	20.77	21.18	21.57	21.95	22.34	22.74	23.09	23.45	23.81	24.18	24.52	24.83	25.15	25.49	25.76	26.04	26.32	26.61
WPC3	R09	20.62	21.03	21.47	21.90	22.29	22.69	23.09	23.52	23.87	24.25	24.63	25.01	25.34	25.68	26.01	26.35	26.64	26.92	27.21	27.50
WPC4	R10	20.93	21.36	21.79	22.23	22.63	23.03	23.45	23.86	24.23	24.62	25.00	25.38	25.72	26.06	26.40	26.75	27.04	27.33	27.63	27.92
WPC4	R11	21.59	22.02	22.48	22.93	23.33	23.75	24.17	24.62	25.00	25.38	25.78	26.18	26.54	26.88	27.23	27.61	27.90	28.20	28.50	28.82
WPC4	R12	22.68	23.13	23.61	24.08	24.53	24.96	25.40	25.86	26.27	26.68	27.09	27.51	27.88	28.24	28.63	28.99	29.31	29.62	29.94	30.26

WATER POLLUTION CONTROL

Operators Pay Matrix

2022 HOURLY SCHEDULE, GRADES & RATES

1% Increase from 2021 (3% for Grade 11)

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WPC1	P01	14.88	15.19	15.53	15.85	16.13	16.45	16.75	17.06	17.33	17.63	17.91	18.20	18.46	18.71	18.97	19.23	19.45	19.68	19.89	20.11
WPC1	P02	15.23	15.57	15.90	16.23	16.55	16.86	17.16	17.50	17.78	18.07	18.36	18.67	18.91	19.17	19.44	19.71	19.92	20.14	20.37	20.61
WPC1	P03	16.48	16.82	17.17	17.56	17.87	18.21	18.56	18.90	19.21	19.53	19.84	20.16	20.44	20.73	21.00	21.29	21.53	21.78	22.01	22.27
WPC1	P04	17.39	17.75	18.12	18.52	18.86	19.22	19.58	19.94	20.27	20.60	20.93	21.27	21.56	21.86	22.16	22.47	22.73	22.97	23.23	23.50
WPC1	P05	17.48	17.84	18.22	18.62	18.96	19.31	19.68	20.04	20.36	20.70	21.02	21.36	21.67	21.95	22.26	22.56	22.82	23.06	23.33	23.59
WPC1	P06	17.91	18.28	18.68	19.07	19.43	19.80	20.16	20.55	20.88	21.21	21.56	21.91	22.21	22.52	22.83	23.13	23.40	23.66	23.93	24.20
WPC1	P07	18.25	18.65	19.04	19.45	19.82	20.18	20.57	20.95	21.29	21.64	21.98	22.34	22.65	22.96	23.28	23.59	23.86	24.11	24.39	24.66
WPC1	P08	19.14	19.56	19.97	20.39	20.78	21.16	21.56	21.96	22.32	22.68	23.04	23.42	23.76	24.07	24.40	24.74	25.01	25.30	25.58	25.87
WPC1	P09	19.82	20.24	20.68	21.11	21.51	21.91	22.32	22.75	23.10	23.49	23.87	24.26	24.59	24.93	25.27	25.61	25.90	26.18	26.48	26.77
WPC2	P10	20.13	20.57	21.00	21.45	21.85	22.26	22.68	23.09	23.47	23.86	24.24	24.63	24.97	25.32	25.66	26.01	26.31	26.60	26.90	27.19
WPC2	P11	21.21	21.66	22.13	22.59	23.00	23.44	23.87	24.33	24.72	25.12	25.53	25.94	26.31	26.66	27.02	27.41	27.71	28.02	28.33	28.66
WPC2	P12	21.90	22.36	22.84	23.32	23.77	24.20	24.65	25.11	25.53	25.94	26.36	26.78	27.15	27.52	27.91	28.27	28.60	28.91	29.23	29.56

Leadworkers Pay Matrix

2022 HOURLY SCHEDULE, GRADES & RATES

1% Increase from 2021 (3% for Grade 11)

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WPC3	R01	15.88	16.19	16.53	16.85	17.13	17.45	17.75	18.06	18.33	18.63	18.91	19.20	19.46	19.71	19.97	20.23	20.45	20.68	20.89	21.11
WPC3	R02	16.23	16.57	16.90	17.23	17.55	17.86	18.16	18.50	18.78	19.07	19.36	19.67	19.91	20.17	20.44	20.71	20.92	21.14	21.37	21.61
WPC3	R03	17.48	17.82	18.17	18.56	18.87	19.21	19.56	19.90	20.21	20.53	20.84	21.16	21.44	21.73	22.00	22.29	22.53	22.78	23.01	23.27
WPC3	R04	18.39	18.75	19.12	19.52	19.86	20.22	20.58	20.94	21.27	21.60	21.93	22.27	22.56	22.86	23.16	23.47	23.73	23.97	24.23	24.50
WPC3	R05	18.48	18.84	19.22	19.62	19.96	20.31	20.68	21.04	21.36	21.70	22.02	22.36	22.67	22.95	23.26	23.56	23.82	24.06	24.33	24.59
WPC3	R06	18.91	19.28	19.68	20.07	20.43	20.80	21.16	21.55	21.88	22.21	22.56	22.91	23.21	23.52	23.83	24.13	24.40	24.66	24.93	25.20
WPC3	R07	19.25	19.65	20.04	20.45	20.82	21.18	21.57	21.95	22.29	22.64	22.98	23.34	23.65	23.96	24.28	24.59	24.86	25.11	25.39	25.66
WPC3	R08	20.14	20.56	20.97	21.39	21.78	22.16	22.56	22.96	23.32	23.68	24.04	24.42	24.76	25.07	25.40	25.74	26.01	26.30	26.58	26.87
WPC3	R09	20.82	21.24	21.68	22.11	22.51	22.91	23.32	23.75	24.10	24.49	24.87	25.26	25.59	25.93	26.27	26.61	26.90	27.18	27.48	27.77
WPC4	R10	21.13	21.57	22.00	22.45	22.85	23.26	23.68	24.09	24.47	24.86	25.24	25.63	25.97	26.32	26.66	27.01	27.31	27.60	27.90	28.19
WPC4	R11	22.21	22.66	23.13	23.59	24.00	24.44	24.87	25.33	25.72	26.12	26.53	26.94	27.31	27.66	28.02	28.41	28.71	29.02	29.33	29.66
WPC4	R12	22.90	23.36	23.84	24.32	24.77	25.20	25.65	26.11	26.53	26.94	27.36	27.78	28.15	28.52	28.91	29.27	29.60	29.91	30.23	30.56

ARTICLE 18

GENERAL PROVISIONS AND MISCELLANEOUS BENEFITS

Section 1. Pledge Against Discrimination and Coercion.

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

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

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

There shall be no coercion exercised upon any employee in an attempt to persuade him/her 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.

Current 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 Division bulletin board for a period of seven (7) consecutive calendar days before implementation.

In the event an emergency is declared by the Division Head or his/her designee, existing work rule changes shall only remain in effect during the emergency as declared by the Employer.

Section 3. Uniforms.

If an employee is required to wear a uniform as a condition of employment, such uniform shall be furnished to the employee by the Employer. All provisions pertaining to uniforms shall comply with the Water Pollution Control (WPC) Uniform Policy.

Section 4. Protective Devices and Clothing.

If an employee is required to wear protective clothing or other type of protective device as a condition of employment, such protective clothing or device shall be furnished to the employee by the Employer. With regard to footwear, however, the City shall pay no more than one hundred ~~seventy-eight~~-five dollars (\$~~175~~185.00) toward the purchase of an employee's first and each Management-approved replacement pair of ~~steel~~safety-toed ~~or non-metallic~~ boots which exceed ANSI class 75 standards for impact and compression, including any boot insoles or inserts requested by the employee.

As an incentive for the conscientious maintenance and longevity of such boots through the wearing of overshoes, proper cleaning, and regular treatment, a bonus payment of half that amount, i.e., ~~eighty-seven~~ninety-two dollars and fifty cents (\$~~87~~92.50), shall be given during January of

each year to every footwear-equipped employee who did not request or receive any boot reimbursement allowance during the preceding twelve calendar-month period.

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

The requirement for any type of protective clothing or device shall be determined by the City Risk Manager, the Division's safety committee, and the Division Head. The cost of keeping the protective clothing or device clean and in proper working condition, with the exception of steel-toed footwear, shall be paid by the Employer. In the event of loss or damage due to carelessness, the employee shall pay for the replacement. Employees are expected to exercise diligence in the care of protective clothing or devices.

Section 5. Return of City Property.

The City may deduct from the employee's final wages the value of any property belonging to the City that is not returned upon separation. Such property shall include but not be limited to the following:

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

Section 6. Night Security.

It is agreed that the Employer will provide for all employees working by themselves to be regularly checked to assure their health and safety.

Section 7. Job Evaluations.

Job evaluations will be based on the employee's position description that shall be updated and provided to the employee annually. All employees shall receive copies of their job evaluations. No changes shall be made on their evaluations after they receive their copies. All employees shall be entitled to fair and impartial evaluations. Accidents shall not cause an employee to be evaluated downward in the event that the accident is found to be "no fault" of the employee.

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 bargaining unit within one 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. The Union agrees to reimburse the Employer one-half (1/2) the cost of producing copies of the Memorandum of Agreement.

Section 9. Personnel File.

A copy of any adverse action shall be given to the employee. An employee must furnish written permission to allow a Union representative to have access to that employee file. All records of disciplinary actions of a nature not serious enough to warrant immediate suspension or discharge shall be removed from the official personnel file of the employee after a period of two (2) years from the date of an action if no such similar actions occur during that two year period.

Section 10. Job Studies.

Union requests for job reclassification studies shall be considered on an individual, case-by-case basis. If the Human Resources Director and/or the Department Director determine that a job study is warranted, the study shall be conducted by the Human Resources Director, who, as a result of the study, shall make a recommendation to the City Manager, who shall make the final determination.

Section 11. Union/Management Meetings.

At the request of either the Union or the Employer, meetings shall be held for the purpose of considering matters of mutual interest other than grievances, provided that mutually acceptable arrangements as to time and place can be made. Employees designated as representatives of the Union, not to exceed four (4), shall not suffer loss of time or pay when absent from their assigned work schedules for the purpose of attending said meetings.

Section 12. Employee Assistance Programs.

The City and Union agree to cooperate in encouraging employees who are in need of counseling and/or assistance in such areas as alcoholism, drug abuse, financial and/or legal difficulties, family problems, and similar areas to undergo a program directed to their rehabilitation. An employee may be required to seek appropriate remedial counseling if, in the determination of the Division Head, 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 or through the Division Head or through the Union representative and/or designee.

Section 13. Certification.

- A. The employer agrees to reimburse any employee of the Water Pollution Control Division the cost of any bona fide certification or licensing provided by the Kansas Department of Health and Environment following successful completion of requirements and tests for various levels of WPC Operation and/or Collection Systems certification.
- B. The Employer agrees to reimburse any employee for the cost of required licenses and endorsements, as determined by the Division Head, pursuant to the State requirements for a Commercial Driver's License (CDL).

Section 14. Driver's License Requirement.

All bargaining unit members who are required to maintain a valid Class C Kansas Driver's License or a CDL will be provided up to two (2) hours of on-duty time to renew their respective driver's licenses or take the initial CDL test.

Section 15. Cafeteria Benefit Plan.

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

Section 16. Deferred Compensation.

All benefit-eligible employees are entitled to participate in the Deferred Compensation Plan as defined by the City of Topeka.

Section 17. Tuition Reimbursement.

The purpose of the City's employee development program is to promote improved productivity in City services by reimbursing eligible employees for academic courses pursued through recognized educational institutions.

- A. Only full-time, benefit-eligible employees may be reimbursed for tuition expenses for academic or technical courses pursued through recognized accredited educational institutions.
- B. The course must directly relate to the employee's current job duties or be an outside-the-major elective required for a degree or certificate in a field to which the employee would have a reasonable expectation of being promoted while employed at the Water Pollution Control Division.
- C. Up to one thousand dollars (\$1000.00) annual maximum may be authorized and reimbursed for eligible employees.
- D. An employee must complete the request for tuition reimbursement form as provided by the Human Resources Department and have the concurrence and signature of his/her Division Head, Department Director, and the Human Resources Director before the employee can be reimbursed. The approved request form must be received by the Human Resources Department within one month after the beginning date of the course which the employee desires to attend. Evidence of completion with a passing grade of "C" (70th percentile) or above and proof of payment for the course must be received by the Human Resources Department within two months after the ending date of the semester/inter-session/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 his/her supervisor to utilize compensatory time, vacation time or time without pay as scheduling/staffing allows as determined by Management for the time utilized to attend the course(s).
- G. The Division Head shall make every effort to budget for and approve reimbursement for academic courses for his/her employees. The Division Head shall approve courses on a first-come, first-served basis in a non-discriminatory manner.

Section 18. Mileage Reimbursement.

Use of an employee's private vehicle for City business must be approved by the Division Head. The reimbursement for use of a private vehicle shall be at the rate established by the City.

Section 19. Physical Fitness Reimbursement.

To encourage policies and practices to enable employees to achieve optimal physical and mental health, the City shall offer incentives to bargaining unit, benefit-eligible employees. Employees shall be reimbursed for qualified fitness classes and programs at the City Wellness Center with supportive documentation of completion and the dollar amount paid. All employees wishing to partake of the physical fitness program must apply through the City Wellness Center and the Human Resources Department prior to the start of the fitness class or program. This program will be governed by budgetary restrictions.

Section 20. Benefits Committee.

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

Section 21. Personal Day.

All bargaining unit employees, upon the successful completion of their initial employment probationary periods, shall be allowed two (2) discretionary Personal Days off with pay per calendar year. Employees must schedule their Personal Days off with pay with their supervisor/manager. This Personal Day cannot be carried over from one (1) calendar year to the next except due to extenuating circumstances for just cause, as approved by the Division Head. However, in all instances the Personal Day must be used by June 30th of the next calendar year or be lost. A Personal Leave Day is one (1) regularly scheduled shift off from work with pay.

Section 22. Residency.

Employees employed after December 31, 1981 by the City must be bona fide residents of Shawnee County. Although at the time of actual appointment or employment they need not be residents of Shawnee County, they must establish such residency within six (6) months after completion of the initial employment probation. Residency shall be maintained within the limits of Shawnee County for the duration of the employee's employment. The City Manager may grant one extension not to exceed six (6) months for the establishment of residency upon the request of

an individual employee for good cause shown.

Section 23. Policies and Rules & Regulations not Contained in this Agreement.

The parties agree that all City policies and programs, as well as the administrative rules and regulations implementing them, now in force or hereafter enacted in accordance with the Topeka City Code and Personnel Code and not in conflict with any language contained in this Agreement, shall apply to all employees covered by this Agreement. The City will provide written notice of proposed new policies, programs, and rules or regulations, or material changes to existing policies, programs, and rules or regulations to the Union prior to presentation for public comment. In the event the Union does not agree to a proposed policy, program, rule, or regulation which would materially affect a condition of employment, the policy, program, rule, or regulation will not apply to employees covered by this Agreement. Any additional benefits and/or rights granted to all City employees by any such policy or program or administrative rules and regulations implementing them will also be granted and applied to employees covered by this Agreement.

Section 24. 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. Testing will be based on industry standards and the City will reimburse the employee for the cost of testing upon successful bilingual certification.

ARTICLE 19

CLOSING AND SAVINGS CLAUSES

Section 1. Closing Clause.

The parties agree that this Agreement shall represent the complete Agreement between the Employer and the Union.

The parties acknowledge that during the meetings which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law; further, the complete understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to meet and confer with respect to any subject or matter not specifically referred to or covered in this Agreement unless otherwise decided by mutual consent.

Section 2. Savings Clause.

Should any part of this Agreement or any provision contained herein be declared invalid by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions, which shall remain in full force and effect.

Any invalidated provision shall be subject to the meet and confer procedure.

ARTICLE 20

TERMINATION AND AMENDMENTS

This Agreement shall be effective January 1, ~~2018~~2021, and remain in full force and effect until December 31, ~~2020~~2023. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, at least sixty (60) days prior to the expiration date that it desires to modify this Agreement. In the event such a notice is given, negotiations shall begin no later than thirty (30) days after the notice is given. This Agreement shall remain in full force and effect during ~~the~~any period of negotiations, ~~and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.~~

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

No later than April 1, 2022, Article 17, § 1 and the correlating pay matrix in Section 6 shall be reopened for the purpose of negotiating wages for 2023; additionally, the Position/Grade chart in Section 6 shall be reopened but only to discuss the grade assigned to the Senior Equipment Operator.

The City and the Union agree that throughout the term of this Agreement any article may be reopened by mutual consent.

DATED AND ACKNOWLEDGED THIS _____ DAY OF _____ 2020, IN
THE CITY OF TOPEKA, KANSAS, BY:

CITY OF TOPEKA, KANSAS

Brent Trout, City Manager

ATTEST:

Brenda Younger, City Clerk

UNITED WORKERS OF ENVIRONMENTAL
TRADES OF TOPEKA (WPC)

Andy Sample, President

CITY OF TOPEKA

CONTRACT #_____

AGREEMENT

Between

CITY OF TOPEKA

and the

**UNITED WORKERS OF ENVIRONMENTAL TRADES
OF TOPEKA**

**WATER POLLUTION CONTROL
EMPLOYEES**

JANUARY 1, 2021 – December 31, 2023



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ARTICLE 1

RECOGNITION AND UNION SECURITY

Section 1. Employees Covered.

This Agreement shall be restricted to employees within the collective bargaining unit as defined in the State of Kansas Public Employee Relations Board Case No. 75-UDE-2-1994.

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. City Ordinances.

The parties agree that all ordinances now in force, which are not in conflict with any Article, Section of any Article, or any language contained in this Agreement, shall apply to members of the bargaining unit. Any ordinances hereafter enacted may also be applied to employees of the bargaining unit covered by this Agreement, provided that both parties to the agreement agree on such application.

Section 4. Bargaining Unit.

A. Introduction. The Employer recognizes the Union as the exclusive bargaining agent for employees. The bargaining unit shall be limited to employees in position classifications listed below holding part-time and full-time permanent and probationary appointments.

B. Categories

Collection Systems/Equipment Operator

Collection Systems/Equipment Operator
Senior Collection Systems/Equipment Operator

Wastewater Treatment Facility Operator

Wastewater Treatment Facility Operator I
Wastewater Treatment Facility Operator II
Senior Wastewater Treatment Facility Operator

Electrical and Instrumentation Mechanic

Inflow and Infiltration Operator

Inflow and Infiltration Operator
Senior Inflow and Infiltration Operator

Inspection and Verification Operator

Maintenance Mechanic

Maintenance Mechanic
Senior Maintenance Mechanic

Bio-Solids Technician

Bio-Solids Technician
Senior Bio-Solids Technician

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

Section 5. Check-off.

The Employer agrees to deduct the Union membership initiation fee assessments, dues, and/or representation fees once each month from the pay of those employees who personally request in writing such deductions is made. The written authorization for the above deductions shall be given to the payroll clerk at least thirty (30) days prior to the day that said deductions are to be made. The amounts to be deducted shall be certified to the Employer by the official Treasurer of the Union. The aggregate deductions of all employees shall be remitted together with a computer printout to the official Treasurer of the Union by the end of the succeeding month after such deductions are made by the Department of Financial Services. The computer printout shall consist of a listing of every employee for which current Union deductions are withheld.

To partially offset the administrative costs associated with the check-off service, the Employer is authorized to bill and receive reimbursement from the Union in the amount of \$.10

per bargaining unit member per deduction and \$.60 for the processing of any change. For the purpose of administering this provision, “change” shall mean in the amount of a deduction or in the addition or removal of someone from the check-off computer printout. The total of such administrative fees shall be subtracted from the aggregate deductions remitted to the Union Treasurer each month.

Any employee may direct a written request, pursuant to the provision of the Union by-laws, to the Union President stating that the employee no longer desires deductions for Union membership. Such a withdrawal of authorization shall only become effective after the employee has met all conditions of the Check-off Authorization and Assignment form and thirty (30) days from the date of receipt of the notice by the Director of Financial Services. Such notice shall cause the removal of the employee's name from the list of employees authorizing Union dues deductions from their pay. Deduction cards or cancellation cards shall be provided by the Union, upon request by an employee, and shall be confidential.

All deductions shall be taken out before the Union check-off is taken from the employee's wages. In the event no wages are left in any pay period to meet the Union check-off, the City is not responsible for the check-off. Neither is the City responsible for retroactive check-offs when the Employee's pay becomes sufficient to meet the check-off. The City is not responsible for any voluntary deduction, including the Union check-off, if an employee is on unpaid leave.

Section 6. Visits by Non-employee Union Representatives.

Non-employee Union representatives will be permitted to come on the premises of the Employer for the purpose of investigating grievances, discussing alleged violations of the Memorandum of Agreement, and fulfilling their exclusive representative obligations to the

members of the bargaining unit, provided they report to the Division Head and give the following information:

- a. The name of the employee to be visited.
- b. The approximate time needed for the visit.

The Division Head will determine whether the employee's duties are such that the employee is available at the time to talk to the Union representative. If the Division Head determines that the employee's duties are such that the employee cannot be released at that time, the Union representative will be told when the employee will be available to talk to the non-employee Union representative.

Section 7. Bulletin Boards.

The official Division bulletin boards utilized for posting notices to employees in each Section within said Division may be made available to the appropriate Union official for the purpose of posting notices of Union meetings, results of elections, and Union activities. Such notices shall be dated and on Union stationery. The Union agrees to furnish a copy of any such Union notice to the Division Head prior to its posting.

Section 8. New Employees.

The Human Resources Department will provide the Union with the names of new bargaining unit employees. The Union will provide management with a list of the Union stewards. Every effort will be made to introduce WPC bargaining unit employees to the Union stewards.

Section 9. On Duty Business.

The Union President and Union Officers (President, Vice President, Recording Secretary,

Treasurer, 2 Chief Stewards) may be allowed up to twenty six (26) hours per calendar year to conduct and participate in union business, as determined by the Union President, provided that business does not interfere, impede or disrupt assigned and necessary duties of the Water Pollution Control Division and shall not cause additional costs or otherwise distract from the job. The time allowed to conduct union business in accordance with this section shall not result in loss of pay or leave.

Additional hours beyond the 26 may be granted to the Union President and/or Officers as determined by the President with the approval of the Division Head or his/her designee.

For on-duty union business to be conducted as stated above, it must be approved by the Division Head or his/her designee. Further, such on-duty union business must be requested in writing to the Division Head or his/her designee at least twenty-four (24) hours in advance of planned union business. Division Head or his/her designee has the authority and discretion to allow or disallow the union business requested.

ARTICLE 2

DEFINITIONS

The following terms, when used in this Agreement, shall have the meaning indicated unless the context clearly suggests otherwise:

- A. Classification shall be defined as the different skill levels within a category into which an employee is grouped, as specified in Section 4 of Article 1 of this Agreement.
- B. Demotions are the voluntary or involuntary movement of an employee in which the employee receives less pay.
- C. Full-time Employee is one who works a minimum of forty (40) hours per work week or in the case of shift operations eighty (80) per two weeks on a regular and continuing basis.
- D. Furloughs are temporary layoffs or other modifications to normal working hours without pay for a specified duration.
- E. Grievance shall be defined as any matter in which an employee maintains that his or her rights or privileges have been violated by reason of the City'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 procedure free of non-meritorious grievances.
- F. Layoff shall be defined as temporary termination of an employee due to a shortage of funds, lack of work, or abolishment of a position to ensure the efficient and economical operation of the Division as determined by the Division Head and/or the Governing Body.
- G. Overtime Work shall mean time worked in excess of forty (40) hours per week in pay status (see definition in I below) as approved by the Division Head or designee. Sick leave and compensatory time do not count as hours worked for the purpose of calculating overtime.

- H. Part-time Employee is one who works less than forty (40) hours per work week on a regular and continuing basis.
- I. Pay Status shall be the following types of hours considered as hours worked:
- a. Holiday time
 - b. Vacation time
 - c. Personal Day
 - d. Any other time in pay status as provided by this agreement.
- J. Performance Assessment Adjustment (PAA) is the step adjustment based on performance.
- K. Permanent Employee is a benefit-eligible, full-time or part-time employee, who has satisfactorily completed a probationary period as stated in Article 9, Section 2.
- L. Promotions are the advancement of an employee by the Division Head or his/her designee to a higher paying category or classification on a permanent basis.
- M. Temporary Employee is one who works on an irregular or non-permanent basis.
- N. Transfers are the lateral movement of an employee to a position with a different category or classification in the same pay range.
- O. Vacancies are positions not filled by a permanent employee.

ARTICLE 3

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 for other legitimate reasons;
- f) Take actions 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.

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

ARTICLE 4
GRIEVANCE PROCEDURE

Section 1. Applicability.

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

Section 2. 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 City grievances of any and all such employees arising from such employment.

Section 3. Union Grievances.

Union officers or stewards who are members of the bargaining unit shall have the right to initiate a grievance when any provision of this Agreement is believed to have been violated or when the Employer's interpretation of the terms and provisions of this Agreement leads to a controversy with the Union over their application.

Section 4. Steward System.

The Employer agrees to recognize stewards who have been designated by the Union to serve in this capacity. The number of stewards, selected from among permanent employees in the unit, will not exceed six (6). Two (2) of the stewards selected by the Union shall be designated as Chief Stewards.

The Union agrees to provide the Employer a list of all stewards, designating their

assignment as regular or alternate steward. The Employer agrees to provide a list of all supervisors, designating the area in which they serve as a supervisor. A Chief Steward is not restricted to any area in performing assigned functions. 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 unit represented by the steward. Reasonable time for this purpose shall be interpreted to mean not more than sixty (60) minutes per week, provided, however, that if there are two (2) or more grievances filed in any one (1) week period, the investigating Union steward shall have two (2) hours to investigate them. Extensions of this time limit may be authorized by the Division Head and/or designee, but will not be unreasonably denied. Before leaving the assigned work area, the steward will notify his or her immediate supervisor/manager and advise that:

1. 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 absences on Union business will reflect that. If the supervisor feels that the steward cannot be excused at the requested time, the supervisor/manager will make arrangements so the Steward may be excused as soon as practical. On arriving at the destination, the steward will seek out the person in charge and advise as to:

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.

A Chief Steward will observe the procedures set forth in this Article except that he or she 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/manager. Permission will not be unduly denied.

The number of authorized stewards is subject to modification upon mutual agreement by the parties in local labor management relations meetings.

Section 5. Procedure.

The City and the Union agree to the following exclusive steps, time limits, and conditions for presenting and adjusting grievances:

A. STEPS:

STEP 1: A grievance must be taken to the immediate supervisor/manager outside the bargaining unit within ten (10) business days following knowledge of the problem. The aggrieved employee and his/her Union representative, if the employee desires representation, shall informally discuss the matter with the employee's immediate supervisor/manager. If the grievance is not settled at this informal step, the grievance shall be reduced to writing on forms provided by the City and submitted to the next step.

STEP 2: In the event Step One does not resolve the matter, the written grievance shall be submitted to the Section Manager within fifteen (15) business days following the informal discussion. The grievance shall be signed by the employee and the Union representative, if applicable, and shall set forth the facts of the dispute and the relief sought, referring to the specific provision or provisions of the Contract alleged to have been violated. Second step

grievance discussions shall take place at a meeting among the grievant, the Section Manager, the Deputy Director of Operations, and the Union representative. Such meeting shall be scheduled and held within ten (10) business days of the receipt of the written grievance by the Section Manager. The City shall give its written answer to the employee and Union representative within seven (7) business days after the close of the meeting.

STEP 3: Such answer shall be final unless the grievance is appealed by written notice to the Department Director within seven (7) business days after receipt of the City's second step answer. Third step grievance discussions shall take place at a meeting among the Department Director and/or designee, the grievant, and his/her Union representative(s). Such meeting shall be scheduled and held within ten (10) business days. The City shall give its written answer to the employee and Union representative within seven (7) business days after the close of the meeting.

STEP 4: The answer of the Department Director shall be final unless the Union appeals the decision to the Human Resources Department (HRD) within seven (7) business days after receipt of the answer from the Department Director. A representative of the HRD shall investigate and conduct an informal hearing into the matter. The representative of the HRD shall provide a final answer to the employee and Union representative within fifteen (15) business days of receipt of the appeal.

STEP 5: The answer of the representative of the HRD shall be final unless the Union appeals the grievance to arbitration by giving written notice of a desire to arbitrate to the HRD within ten (10) business days after receipt of the City's fourth step answer.

B. Expedited Grievance Procedure. In the event of a proposed or actual termination, the Union may by-pass Steps 1, 2, and 3 and file the grievance directly with the Director of Human Resources. All arbitration proceedings shall take place in accordance with the provisions of Section 7.

Section 6. Arbitration.

If the grievance is appealed to arbitration, the parties may first meet and try to agree upon an arbitrator within ten (10) business days of receipt of the written notice to arbitrate specified in Step 5. Failing such agreement, the City shall request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. The initial list (and any subsequent list) will not be requested until the City receives one-half of the expense to obtain the list. Failure to submit payment for the list within ten (10) business days of a written request for such payment will result in withdrawal of the request for arbitration and the matter will be considered settled on the basis of the City's last answer. Should the first list of arbitrators be found to be unacceptable, either party may request that a second list of arbitrators be obtained. The party requesting arbitration shall strike the first name and each party shall strike one name alternatively until one arbitrator is left. The arbitrator shall be notified of his/her selection and a request shall be made that the arbitrator set a time and place for the hearing within thirty (30) business days of notification, subject to the availability of the City and the Union representatives. The parties shall attempt to stipulate to the issue(s) before the arbitrator. All documentary evidence and lists of witnesses shall be presented to each opposing party (City and Union) at least ten (10) business days prior to the arbitration hearing. Acceptance of additional evidence presented to the arbitrator, which was not submitted in advance to the opposing party, or testimony from a witness not listed in advance, shall be at the sole discretion of the arbitrator. The arbitrator shall honor any request for a continuance of the hearing made by a party not provided evidence or advised of a witness by the ten (10) business day deadline if the arbitrator determines to admit such evidence or testimony.

Section 7. 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

from, nullify, ignore, or modify any of the terms of this Agreement or expand the issue(s). The arbitrator shall consider and decide only the particular issue(s) presented in writing by the City and the Union. The arbitrator's decision and award shall be based solely upon his/her interpretation of the application of the terms of the Agreement. If the matter sought to be arbitrated does not involve an interpretation of the terms or provisions of this Agreement, the arbitrator shall so rule. The award of the arbitrator shall be final and binding on the City, the Union, and the employee or employees involved.

Section 8. Arbitration Expenses.

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

Section 9. Effect of Time Limits.

The parties agree to follow each of the foregoing steps in the processing of a grievance. If, in any step, the City's representative fails to give a written answer within the time limit 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 City's answer will be considered settled on the basis of the City's last answer. The number of days to answer or move a grievance may be extended by mutual agreement.

ARTICLE 5

DISCIPLINE AND DISCHARGE

Section 1. General Policy.

The Employer shall apply the concept of progressive discipline through four administrative actions relative to infractions of a like or similar nature. Supervisors/managers shall point out deficiencies in work at the time they occur, or as soon as practicable following knowledge thereof, and strive to make suggestions and corrections in a constructive, helpful manner. When disciplinary or other corrective measures are taken for just cause, the seriousness of an offense will often vary with the circumstances and the motives which prompted the offense. Related and mitigating factors shall be considered when determining the appropriate action to be taken. The progressive steps are:

1st Written Reprimand - Signed by the supervisor/manager and the employee to acknowledge receipt thereof and witnessed by a Union officer/steward.

Final Written Reprimand - Signed by the supervisor/manager and the employee to acknowledge receipt thereof and witnessed by a Union officer/steward.

Suspension - (Notice to be given in writing.)

Discharge - (Notice to be given by Certified Mail from the Human Resources Department.)

In the event an employee refuses to sign to acknowledge receipt of the copy of a disciplinary action, it shall be noted by the supervisor and initialed by the Union Representative.

Employee Assistance measures may be utilized if deemed appropriate by Management.
(See Article 18, Section 12).

Section 2. Procedure.

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

- A. Disciplinary actions not considered serious enough to warrant immediate suspension or termination, except those involving safety violations, shall be removed from the employee's file on completion of two years of continuous service free from additional disciplinary actions for violations of a similar nature. An employee may file a written request with the Director of Human Resources for the removal of disciplinary actions involving either safety violations or actions serious enough to warrant an immediate suspension after five (5) years of continuous service free from additional violations of a similar nature. The Director of Human Resources shall consider the overall work record of the employee and the seriousness of the offense for which the employee was suspended in any determination relative to the removal of such disciplinary actions. All items removed from the employee's personnel file shall be given to the employee. Union representatives may assist the employees in this process, provided Management retains the authority to remove items from an employee's personnel file without such a request.
- B. The City shall have the right to discipline employees up to and including termination, provided that all actions to terminate employees shall require the

approval of the Director of Human Resources of the City. The City may place the employee to be terminated on administrative leave with or without pay pending the resolution of an appeal filed under the provisions of Article 4 of this Agreement.

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

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

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

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

This list shall not be construed to constitute the entire list of such offenses but is solely for the purpose of illustration. The City reserves the right to determine that any

violation of rules and/or regulations may constitute just cause for immediate suspension or termination depending on the circumstances relating to the offense.

1. Dishonesty in any form;
2. Theft of property belonging to the City;
3. Knowingly making false statements in matters relative to employment;
4. Insubordination;
5. Unreasonable and abusive treatment of a client, citizen, or other individual in the community or on the City payroll;
6. Verbal or non-verbal harassment;
7. Disregard for the City's policy prohibiting discrimination;
8. Solicitation or acceptance of money or anything of value to influence decisions in public matters or as a reward for such decisions;
9. Possession of any type of firearm, explosive, or concealed weapon in violation of federal or state law or any City policies;
10. Possession, sale, consumption or being under the influence of any alcoholic, narcotic or other non-prescription substance while on the work site, except to the extent governed by the City Drug and Alcohol Policy;
11. Conviction of a crime involving dishonesty or threat or acts of violence;
12. Other violations of a similar nature.

Section 3. Manner of Discipline.

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

Section 4. Notification.

For all proposed disciplinary actions, the Employer shall notify the employee involved at a minimum of twenty-four (24) hours in advance of any meeting on the matter that a corrective measure is being contemplated and why. With that notification, employees shall be informed of their right to Union representation if they so choose. It is the responsibility of the employee, however, to make that request of the Union. The employee may waive either the twenty-four (24) hour waiting period or Union representation or both, but must do so in writing. If neither is waived, the employee and the Union representative shall be given the opportunity at the ensuing meeting to rebut or clarify the reasons for such possible discipline.

Section 5. Justification and Measure of Disciplinary Action.

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

Section 6. Performance Corrective Action.

Each employee shall be evaluated at least annually. The evaluation and any special evaluations shall be used as the basis for all performance based corrective actions.

A. Corrective actions. As used in this section, corrective actions shall include:

1. special performance probation.
2. demotion.
3. termination.

B. Special evaluations.

1. The City may cause a special evaluation to be conducted for any employee when the management determines that such employee's performance is "less than satisfactory" with respect to any or all of the duties, tasks, and/or responsibilities which have previously been presented to the employee in writing.

2. The special evaluation document shall set forth the specific areas, (duties/tasks/responsibilities) in which the employee is expected to improve during the special evaluation period.

3. Special evaluations shall be performed in five hundred twenty (520) continuous work hour intervals which period shall be considered an opportunity for the employee to improve his/her performance to an acceptable level. Management shall identify the areas of improvement necessary to correct the employee's performance.

4. The employee shall be considered to be on a probationary status during the five hundred twenty (520) continuous work hour period following a special evaluation in which his/her performance ranks "less than satisfactory." The employee shall be given a second special evaluation on the completion of the five hundred twenty (520) continuous

work hour probationary period. In the event that an employee's performance has not improved, as reflected by the second special evaluation, management, with the concurrence of the Director of Human Resources, may take the appropriate action of:

- (a) demote the employee to a position of lesser responsibilities within his/her expected abilities;
- (b) extend the special probationary period for another five hundred twenty (520) hours; or
- (c) terminate the services of the employee.

5. Employees have a right to Union representation if they so choose. It is the responsibility of the employee, however, to make that request of the Union.

C. Appeal process.

Any employee who believes he/she has been unfairly evaluated may appeal the special evaluation by filing notice of intent with the department head pursuant to the following procedure:

1. The employee filing the appeal shall do so within ten (10) days of the receipt of the performance evaluation on a form to be provided by the Human Resources Director.

2. On receipt of notice of an appeal, the department head shall, within five (5) working days select one (1) person representative of the department 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 full-time permanent employee of the City.

3. The employee filing the appeal shall, within five (5) working days of the filing, select one (1) person to serve as his/her representative to serve on the appeals committee and shall notify the department of the name of the person selected to serve. The person selected to serve shall be a full time permanent employee of the City.

4. The persons selected pursuant to No. 2 and No. 3 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 full time permanent employee of the City. In the event the two (2) persons selected by the department head and the employee filing the appeal cannot agree on a neutral chairperson, they shall notify the Human Resources Director of their inability to agree and the Human Resources Director shall provide a listing of five (5) City employees who have been trained to serve as chairpersons of appeals committees. The persons selected to serve by the department head and the employee filing the appeal shall then meet to alternately strike names until only one (1) name remains. The name of the individual remaining after the striking process shall serve as the chairperson of the appeals committee.

5. The appeals committee shall schedule a hearing within five (5) working days of the appointment of the chairperson.

6. 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.

7. The supervisor who performed the evaluation shall appear at the hearing and explain the basis for the evaluation as it was written.

8. The appeals committee shall, within five (5) working days of the hearing, either sustain the performance evaluation or change the evaluation to reflect the majority decision of the committee. The majority decision shall be supported by written findings which shall be presented to the department head and the employee filing the appeal.

ARTICLE 6

HOURS OF WORK

Section 1. Regular Hours.

The normal work week for full-time employees in the bargaining 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 workweek for all city employees begins at 12:00 a.m. on Saturday and ends at 11:59 p.m. the following Friday.

The normal workday for full-time employees other than operators shall be eight (8) hours within a twenty-four (24) hour period unless changed by mutual agreement or mission necessity. The regular workday shift for Sewage Plant Shift Operators shall be twelve (12) hour work days augmented by single biweekly eight (8) hour transition coverage shifts year round.

Upon mutual agreement between the City and Union, other hours of work can be implemented which do not violate any Federal or State laws. All employees shall be assigned to a regular work shift and each work shift shall have a regular starting and quitting time, as set forth above.

Section 2. Work Schedules.

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, work days, and hours shall be posted on applicable departmental bulletin boards.

The Employer shall provide ten (10) business days' written notice to the Union and the affected employees prior to making permanent changes in work schedules. 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 in Section 12.

Section 3. Flex Time.

By mutual agreement between an employee or group of employees and a first-line supervisor/manager, as approved by the Division Head, work times different from the normally scheduled hours may be established on either a short or long-term basis. Whether initiated by the employee or the Employer, such “flex time” requests shall be made with as much lead notice as possible, but in any event at least five (5) business days in advance for adjustments that will be lasting more than five (5) days.

For such long-term periods only, requests must be in writing and submitted through the immediate supervisor/manager by an employee or group of employees or vice versa, with approval in either instance being contingent upon Division Head concurrence. Decisions and acceptances will in all cases be governed by personal considerations, needs of the Department, and minimum project staffing requirements. Union input may be sought whenever such time changes are contemplated.

Temporary Flex Time changes shall not themselves be the basis for entitlement to Shift Differential, as provided under Section 10. Neither shall they qualify an employee for Call-back pay minimums set forth in Section 8 simply because the hours happen to fall outside a regularly-scheduled shift.

Section 4. Rest & Meal Periods.

- A. All employee work schedules shall provide, where applicable, for a fifteen (15) minute rest period during each one-half shift. The rest period shall be at the job

site. Supervisors/managers shall cooperate with the employees required to work overtime in making arrangements for contingencies such as daycare, shared rides, etc.

When the nature of the work being done has been declared an emergency by the Division Head or designee, the employee shall not be entitled to a rest period until the emergency work has been completed.

- B. All employees are assigned to set work hours under the first section of this Article. Employees can eat lunch during these hours of work with pay, but only at the job site. Employees at the plant sites will not be able to leave the plant site for the purpose of retrieving a meal. Employees in the field will not be permitted to come back to the plant site to eat their meals unless they are returning to the plant site as a part of their job duties. There are no set time periods to eat a meal, but employees are expected to only take a minimum amount of time for that purpose and only when work allows the employee to do so.

- C. Employees called back or required to work outside of normal work hours shall be given a paid fifteen (15) minute rest period after each two (2) continuous hours of work and/or a paid thirty (30) minute combination rest and meal period after each four (4) continuous hours of work.

The Division Head or designee may provide a paid meal to an employee who is required to work overtime. If the Employer determines that the employee's work cannot be interrupted for a meal break, the employee shall be entitled under these circumstances to only enough time to eat the meal.

Section 5. Clean-up Time.

Employees shall be granted paid fifteen (15) minute personal clean-up periods at the end of the shift.

Section 6. Time and Place for Reporting for Work.

Employees shall be ready to commence work or depart from their reporting stations for the job assignments at the beginning of each work schedule.

Section 7. 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 for work.

Section 8. Call Back Pay.

Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of three (3) hours call back pay or for the actual number of hours worked, whichever is greater, at his/her scheduled hourly rate. Only one call back allowance may be paid per twenty-four (24) hour period. An employee shall only be paid for actual hours worked on subsequent calls in a twenty-four (24) hour period. The end of a call time occurs once the employee has returned to his/her home.

Section 9. Standby.

Any employee selected by the Division Head or his/her designee as being on standby and

specifically designated as a standby employee shall be entitled to two (2) hours per day standby pay for every day he/she is on standby and three (3) hours per day on weekends and Holidays. Standby pay shall be at one and one half times the employee's regular hourly rate of pay and two (2) times the employee's regular hourly rate of pay for holidays recognized and observed in Article 13 of this contract. Employees may elect to designate standby as compensatory time. If a designated standby employee is called to work, he/she will not be entitled to receive standby pay for the day(s) he/she is called to work.

Section 10. Shift Differential.

Full time, benefit eligible employees of the Water Pollution Control Division shall be eligible for shift differential as follows:

1. Shift Work, generally starting at or after 4:00 p.m. but before 3:00 a.m. shall qualify for the differential.
2. As an exception to the normal requirement that shift work be regular and recurring, those who bid on and are assigned to pre-established "night" shifts for emergency snow removal shall also receive the differential for hours worked in that contingency capacity.
3. If an employee volunteers for or is otherwise assigned to fill-in on a temporary basis for an absent co-worker on shifts that would ordinarily satisfy the criteria of Subsection 1 above, that employee shall be entitled to the differential for all hours worked in that assignment.
4. Employees assigned to such night schedules shall be paid an additional one dollar (\$1.00) per hour.

5. For the purposes of either standby actually worked, or overtime performed, in conjunction with an underlying qualifying night schedule, Shift Differential, as a premium pay, shall be added prior to calculation of one and one-half (1½) times the employee's regular hourly rate.

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

Section 11. After Hours Lead Incentives.

Eligible employees of the Water Pollution Control Division shall be eligible for a flat \$1.50 per hour for temporarily assuming a lead function over an after hours crew. The incentive pay shall be added to the individual's hourly pay as a flat \$1.50 per hour, and the incentive pay shall be available for all hours worked, including standby, as a lead person. Individuals eligible for the incentive shall be designated by Management in advance of working in a lead capacity and shall be responsible for maintaining accurate records, coordinating/delegating needed work, maintaining rules and efficiency of operations, operating/being responsible for any City vehicles or equipment, and performing any non-lead work as needed.

Section 12. Exceptions.

When the Division Head has determined that an emergency exists, the Union agrees that the provisions of this Article may be temporarily altered in order to control the situation which has caused the emergency.

ARTICLE 7

OVERTIME

Section 1. Overtime.

A. Rate of Pay. Compensation for overtime work shall be at one and one-half (1-1/2) times the employee's regular rate of pay.

B. Eligible employees. For the purpose of this article, only those employees in a non-leave pay status are eligible for overtime work and need to be called, provided, however, that an employee on approved vacation or sick leave for other than personal illness may, at the time of requesting said leave, therefore, ask to be retained on the call list. Any employee who refuses or is not available for work despite bona fide attempts to reach him or her will be passed over on the call list and not have another opportunity until the next rotation cycle.

Section 2. Distribution of Overtime Work.

Overtime work shall be offered equally to employees who normally perform or are otherwise qualified to do the work. The categories of employees for the scheduled overtime and unscheduled overtime call list will be determined by the Division Head. The Division Head will notify the Union in advance of and consider its input relative to any proposed changes. Management and the Union will mutually agree on how overtime is distributed for those employees who volunteer to be placed on the scheduled or unscheduled call list. Employees volunteering to be on the call list shall be placed on the list by division seniority, with the employee having the highest seniority listed first. In addition, Management may make an exception to the following of such lists by offering overtime to a particular employee with special expertise or familiarity who is assigned to a specific defined project, as well as to employees who are already

on a job and can contribute to operational efficiency by being held over beyond their normal shift until its feasible shut-down or completion.

When it is necessary to call employees for overtime work, the opportunity shall be offered to the employee listed first on the call list and continue until the entire list has been exhausted, picking up each time from where last leaving off. Any employee who has been called out for and is still on emergency duty, however, may be required to continue to work as long as any other emergency exists.

Section 3. Employee's Obligation to Accept Overtime Work.

Any employee shall have the right to refuse the first call for overtime work on an individual job. The Employer, after exhausting the call list, will then go in reverse order, beginning with the employee listed after the last person assigned from the reverse list being required to work the overtime. Any employee refusing overtime work upon receiving a second call shall be subject to disciplinary action as provided in Article 5 of this Agreement.

Section 4. Compensatory Time and Emergency Declarations.

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 consistent with prescribed request and approval requirements. Such election shall, however, be subject to a maximum annual accrual of forty-eight (48) hours. The Division

Head may determine a temporary greater maximum accrual and may, based on Division budgetary constraints, pay in compensatory time all hours normally classified as overtime.

An employee hired on or before December 31, 2014, may accumulate up to a maximum of two hundred forty (240) hours of compensatory time and may carry over an equal amount of compensatory time from one calendar year to another.

For employees hired after December 31, 2014, all accrued unused compensatory time will be paid on the final pay period of the year.

In the event of a snow or other similar emergency declared by the City Manager whereby all “non-emergency” employees are directed to stay at home with pay and without assessment of personal leave, all WPC employees covered by this Agreement who are considered emergency employees and therefore required to (and do) report shall receive in Compensatory Time the same number of hours as those deemed non-emergency are excused from duty, less any time such emergency WPC employees are themselves granted absences from normal work schedules.

ARTICLE 8

SENIORITY

Section 1. Definition.

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

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

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

Section 2. Loss of Seniority.

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

- A. Is discharged for just cause (unless reversed through the grievance or other legal procedure).
- B. Retires.
- C. Quits or resigns. Any employee who voluntarily resigns on good terms and returns to work in the same division within one hundred twenty (120) days shall receive credit for all City seniority previously accrued. Any employee who does not

receive direct compensation from the City during the above-mentioned 120-day period shall not accrue seniority during that time. Divisional and Classification seniority shall commence on the date the employee returns to work.

Section 3. Seniority List.

The Division Head shall maintain an up-to-date seniority list of all employees containing the name of each employee, date of hire, date entered the division, and date entered the classification.

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

ARTICLE 9
PROBATIONARY EMPLOYEES

Section 1. Purpose

Probation, as an integral part of the selection/screening process, shall be utilized for closely observing the employee's work and for securing the most effective adjustments of an employee.

Section 2. Initial Probation.

Each employee, following initial employment, shall be subject to a minimum initial probationary period of 2,080 hours. The initial probationary period may be extended, for just cause, by the Employer for up to 520 additional hours if the performance demonstrated by the employee does not conclusively illustrate reasonable ability to complete the expected duties and if the action to extend the initial probationary period is taken prior to the end of the initial probationary period. The Employer agrees to notify employees and the Union in writing of the decision to extend their initial probationary period.

Initial probationary employees will have the ability to use vacation accruals after completing 1,040 hours of their initial probationary periods. Upon successful fulfillment of the initial probationary period and any extension thereof, new hire employees shall either be elevated to a higher skill level or receive a PAA, whichever is appropriate, as determined by the Division Head. Thereafter, they shall adhere to the same skill level and PAA criteria established for eligible bargaining unit members generally under the provisions of Article 17 Section 3.

Section 3. Seniority of an Initial Probationary Employee.

An initial probationary employee shall have no seniority until the completion of the

probationary period. On successful completion of the initial probationary period, the employee will acquire seniority from the date of hire.

Section 4. Interim Probation.

Employees moving into another classification or category outside of initial employment probation shall be subject to an interim probationary period of 1040 hours. This interim probationary period may be extended, for just cause, by the Employer for up to 520 additional hours if the performance demonstrated by the employee does not conclusively illustrate reasonable ability to complete the expected duties and if the action to extend the interim probationary period is taken prior to the end of the normal interim probationary period. An employee who does not successfully complete the required interim probationary period shall be returned to his/her former position, provided the position is vacant at the time the determination is made that the employee will not complete probation. The employee may grieve his/her failure to successfully complete the interim probationary period.

ARTICLE 10
JOB VACANCIES

Section 1. Posting.

All vacancies to be filled on a permanent basis shall be posted on Union bulletin boards for a period of ten (10) working days prior to filling the vacancy. The posting notice will contain the job category, description, shift and any other information as necessary. The employee will make application to fill the vacancy in writing to the Division Head or designee. Management shall make every effort to fill jobs as expeditiously as possible and shall promptly notify the Union of decisions not to fill jobs at the time such Management decisions are made. On request of the Union, Management shall provide a statement of the status of a position if the position is not posted within thirty (30) days of the vacancy. Vacancy announcements shall not be required for vacancies where the Employer allows a transfer or demotion to avoid a layoff situation. If a vacancy is not filled within fourteen (14) days following the posted open bidding period, it may be re-opened for bids. If the job opening is neither filled or re-opened, Management will notify the Union of its decision, including a written statement explaining the decision.

Section 2. Selection Process.

Division seniority and qualifications will be used in determining those employees who will be selected to fill the vacancy. Employees with Suspension level discipline received within one year prior to the posting of the vacancy will not be eligible to fill the vacancy. The decision as to the qualifications shall be reasonably determined by the Employer. An employee shall be qualified either by past experience or by satisfactorily completing a training program established by the Division. The vacancy will be filled by the qualified employee with the most Division seniority unless the Employer can show that a junior employee is demonstrably superior to the senior

employee.

In the event an employee is not appointed to a vacancy for which the employee has applied, the employee may request written reason(s) for the denial.

Any employee who is promoted to a position in a higher pay range shall be compensated at a step on the new pay range which will amount to an increase in pay over the amount the employee was earning in the position from which the employee was promoted.

Section 3. Working Out of Class.

Whenever management determines to fill a position on a temporary basis with an employee whose position is in a lower classification pay range, such employee shall after working more than ten (10) consecutive work days be compensated at the beginning rate of pay for the higher rated classification for all consecutive days worked in the classification. The employee shall be paid at the next higher step in the higher paid classification which will amount to an increase in pay if the employee is earning more in his/her classification than the beginning rate of the higher classification.

All time spent working out of class in a higher compensated classification shall be considered as training time for the higher classification. Time spent working out of class within two years of a promotion to the higher class shall be credited to the employee toward the interim probationary requirement, provided, however, that not more than five hundred twenty (520) such hours may be credited toward any interim probationary period.

ARTICLE 11
FURLOUGH/LAYOFF PROCEDURE

Section 1. Furloughs.

Prior to implementing involuntary layoffs, the City agrees to notify the union and confer with the local president and/or union designee regarding the implementation of furloughs.

Furloughs, temporary layoffs for a consecutive period of five (5) working days or less, are not subject to the provisions of this article.

1. Voluntary furlough will be implemented on a seniority basis for employees whose position classification has been designated as being subject to involuntary furlough or layoff.

a. Employees who sign up for voluntary furlough shall designate in advance the number of furlough days they are volunteering to take.

b. Employees who are granted voluntary furlough shall continue to accrue seniority and retain seniority during furlough days.

c. Health, prescription and dental coverage will continue for employees on furlough on the same basis as active employees.

d. Employees will not be permitted to use accrued leave on days designated as furlough.

e. Employees who sign up for voluntary furlough shall not be permitted to rescind voluntary furlough days that have been granted by the City.

f. The number of employees involuntarily furloughed will be reduced based on the number of voluntary furlough requests granted by the City.

2. Involuntary furloughs- The City shall provide at least thirty (30) days written notice to affected employees including schedule of furlough days or required number of furlough days as previously agreed upon by the City and the union,.

a. Employees in the initial probationary period shall first be subject to implementation of involuntary furloughs.

b. Involuntary furloughs will be implemented on a reverse seniority basis.

c. Employees on involuntary furlough shall continue to accrue and retain seniority.

d. Health, prescription and dental coverage will continue for employees on furlough on the same basis as active employees.

e. Employees will not be permitted to use accrued leave on days designated as furlough.

Section 2. Layoff Determination.

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

1. The Division Head shall designate the classification(s) where the layoff(s) will occur and, in general, temporary employees or employees who are partially subsidized through specially-budgeted programs shall be laid off first, followed by benefit-eligible employees on part-time schedules, followed by benefit-eligible full-time employees.

2. The laying off of benefit-eligible, full-time employees will occur in the inverse order of their seniority in the classification.

Section 3. Required Notice.

Employees who are to be laid off shall be given formal written notice at least thirty (30) work days in advance of the date of the layoff. If sufficient notice is not given, the City shall give twenty (20) work days in pay to the individual in lieu of the required notice. The Union shall be given a copy of the layoff notice.

Section 4. Bumping.

Bumping shall be defined as the process of a senior employee in a classification replacing a junior employee in conjunction with a layoff as defined above. An employee who, after seniority is applied, is to be laid off in one classification may bump a junior employee in another classification if the senior employee is qualified to perform the work of the other classification and the bumping employee has more divisional seniority than the employee to be bumped.

Section 5. Recall.

Employees shall be recalled from layoff according to their seniority in the job classification in which the Division Head has declared an opening. If there is more than one employee available to be recalled, the Division Head shall recall the employee with the most seniority in that classification.

The City shall retain a list of those employees who have been laid off. Those employees who have remained on a layoff status for one (1) year past twenty-four (24) months shall be struck from the list forever and shall not be included in any recall list of employees by the Division Head.

The employee shall notify the Division Head by Certified Mail within ten (10) days of any change of address. Any employee failing to provide such a notice shall not have recourse, legal

or otherwise, against the City if a recall occurs and he/she fails to receive notice of the recall.

The City agrees to notify the employee or employees laid off by mailing the notice of a job vacancy in a specific job classification to the employee's last known address provided by the employee to the Division Head in the manner set out in the foregoing paragraph.

Any employee receiving notice of a recall and who desires to be considered for vacancies shall notify the Division Head by Certified Mail within ten (10) calendar days after the postmarked date of the City's certified notice of the recall. The notice shall contain the exact date the employee will be available to return to work. The employee shall be required to be available to return to work within twenty-four (24) days of the postmarked date of the City's notice to the employee or the employee shall forfeit his/her right to be recalled.

Section 6. Layoff Options.

The Division Head may recommend alternative cutback areas (to any anticipated layoff of employees) to the City Manager. Nothing in this Agreement shall prohibit the City Manager from entering into an arrangement with the Union to minimize the effect of general layoffs by:

- a) Reducing the total number of working hours of employees;
- b) Reducing the level of payment to current classifications;
- c) A rotation layoff system; or
- d) Other variations which may cause minimal impact on services rendered to the public.

ARTICLE 12

SICK LEAVE

Section 1. Accumulation.

Employees covered by this Agreement shall accrue sick leave at a rate of 3.692 hours per pay period for a forty (40) hour employee. The maximum carry-over allowance for sick leave shall be one thousand forty (1,040) hours for a full time forty (40) hour employee. Any hours in excess of the maximum carry-over allowance as of the last full pay period of the calendar year will be compensated in accordance with the provisions of Section 9.B below. An employee must be performing assigned duties or on authorized paid leave to be eligible to accrue sick leave.

Section 2. Payment.

An employee shall receive hour-for-hour payment for sick leave usage only if the employee is utilizing sick leave for approved purposes. Employees who wish to receive full prevailing rate compensation for sick leave shall notify their duly authorized supervisor of their illnesses prior to the start of their shifts or prior to leaving the work site. The request may be subject to reasonable audit, confirmation, and approval by the duly authorized supervisor prior to authorization of such payment. Requests for Sick Leave utilization submitted more than two (2) working days after the employee returns to work shall not be honored and claims submitted following termination of employment shall not be processed. Use of 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.

Section 3. Acceptable Use.

A. General. Sick leave may be allowed in minimum one-quarter-hour increments

when an employee is unable to perform duties due to a personal sickness or injury or the illness or injury of an employee's spouse, child, stepchild, parent, grandparent, or grandchild living with the employee. Additionally, sick leave may be used for needed medical, dental, or other routine diagnostic or remedial treatment by the employee or the employee's spouse, child, stepchild, parent, grandparent, or grandchild 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 the Division Head.

In non-emergency situations, the employee shall schedule medical or dental appointments and/or treatments at a time which does not unduly interfere with job-related duties and shall notify his/her supervisor as soon as possible after 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.

B. Non-Emergency Use of Sick Leave.

1. Shall be requested at least forty-eight (48) hours in advance of the anticipated absence.
2. The employee must request the usage of non-emergency leave in writing on a form provided by management by filing the completed leave request with the employee's supervisor prior to leaving the job site.

C. Emergency Use of Sick Leave.

1. The employee shall notify his or her supervisor or designee, at the pre-established telephone number(s) established by the unit's work rules, of the employee's unavailability for work at least one-half hour prior to the start of the work shift, except in extreme extenuating circumstances where personal condition

of health or family emergency does not permit. In such cases, notification should be made as soon as practicable.

2. The employee shall request the use of sick leave prior to leaving the work site in the event the employee becomes ill on the job and, if possible, complete a sick leave request form prior to leaving the job site.

Section 4. Payment Upon Retirement or Death.

Any employee retiring under the Kansas Public Employees Retirement System (KPERs) or the Social Security System or who dies while in the employment of the City will be paid for thirty-five (35) percent of eligible accrued sick leave up to a maximum payment of four hundred (400) hours at his/her respective prevailing rates.

Section 5. Return to Work.

Any employee who shall absent himself/herself for five or more consecutive workdays may be required to provide the Human Resources Director with a medical report from a medical doctor duly certified by the State of Kansas and Kansas Medical Society showing the employee has been treated and released to full duty. Failure to provide a doctor's statement as required may result in the employee being subject to disciplinary action as provided for in Article 5 of this Agreement. The Human Resources Director may waive the above requirement.

Any employee who is off work for any period as a result of a work-related injury shall, before reporting back to work, report to the Human Resources Department. The Human Resources Director may require the employee to provide a medical statement from a medical doctor duly certified by the State of Kansas and the Kansas Medical Society stating that the employee is capable of performing full regular duties.

The Human Resources Director may require any employee reporting sick or injured to report to a medical doctor of the Director's choice for an examination. The cost of such an examination shall be paid by the City. Any employee refusing to be examined by a medical doctor of the Director's choice may be subject to disciplinary action which may include immediate termination.

Section 6. Abuse of Sick Leave.

Any employee who establishes a pattern that makes it appear the employee is using sick leave improperly shall receive a written notice from the Division Head or designee notifying him or her to report to the Human Resources Department. Thereafter, the employee may be further required to report to the City Health Care Provider (CHCP) for consultation concerning the employee's duty status. The CHCP may require a doctor's statement certifying:

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

Failure to comply with the above Doctor's statement requirement may result in a determination that the sick leave in question was not supported by medical opinion, thereby leading to disciplinary action for abuse.

Section 7. Leave Requiring Medical Attention.

An employee may remain on the job as long as his/her health permits. The Division Head

may require any employee to report to the Human Resources Department if the Division head has reason to believe that an employee may be incapable of performing his/her duties because of illness or injury. The Human Resources Director may refer the employee to the CHCP for consultation and/or examination to determine the ability of the employee to perform his/her assigned duties.

Section 8. Employees Receiving Workers' Compensation Benefits.

Any employee injured as a result of an accident arising out of and in the course of his or her employment – and who is receiving Workers' Compensation benefits while he/she is Temporarily Totally Disabled and is still employed as a regular employee of the City of Topeka – may prorate sick leave in an amount representing the difference between his/her normal base compensation from the City and the amount received from Workers' Compensation, provided, however, an employee who is receiving Workers' Compensation of any kind shall continue to accrue sick leave.

Section 9. Sick Leave Incentive.

A. Bonus. Employees who have an accrued sick leave balance of at least one hundred twenty (120) hours and do not use any sick leave hours will be eligible for a \$125.00 bonus for each quarter of the payroll year.

B. Payout. Employees may be paid for all accrued sick leave in excess of 1,040 hours following the last accrual of the calendar year. Payment for accrued sick leave hours shall be made at the rate of fifty percent (50%) of the employee's base hourly rate of pay, payable with the first full pay period following the last accrual of the calendar year.

C. Request for bonuses or payout must be made by the employee pursuant to the procedure established by Human Resources.

Section 10. Non-City Employment Injury and Use of Leaves.

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 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 from the City.

Section 11. Effect of Inter- and Intra-Departmental Transfers on Sick Leave Accrual.

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

Section 12. Light Duty for Injury On or Off the Job.

An employee injured either on or off the job and who is unable to perform his/her assigned duties may be assigned to light duty as determined by the City Health Care Provider (CHCP) or the employee's personal physician whichever Human Resources determines appropriate. The Division Head shall determine whether light duty tasks exist and the duties associated with each such activity. The CHCP shall determine whether the injured employee is able to perform the duties associated with light duty assignments.

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

The Human Resources Director may, with the agreement of the employee, place the employee in a light duty position in another department.

ARTICLE 13

HOLIDAYS

Section 1. Holidays Recognized and Observed.

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

1. New Year's Day – January first
2. Martin Luther King, Jr.'s Birthday – Third Monday in January
3. Memorial Day – Last Monday in May
4. Independence Day – July Fourth
5. Labor Day – First Monday in September
6. Veterans Day – November 11th
7. Thanksgiving – Fourth Thursday in November
8. Friday after Thanksgiving
9. Christmas Eve Day – December 24th
10. Christmas Day – December 25th

All holidays shall commence at 12:01 a.m. on the day of the designated holiday and shall end at 12:00 midnight on the day of the designated holiday with the exception of Wastewater plant shift operators will begin at 9:01 PM the day before and end at 9:00 PM the day of the holiday.

Eligible employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work. Employees who are scheduled to work on the above listed holidays will be paid for their regular shift hours in addition to their holiday pay for time worked.

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

succeeding Monday shall be observed as the holiday. If the City Manager designates a day other than the Friday or Monday as a holiday, then that will be the official designated holiday for the purpose of this section. Wastewater Plant Shift Operators will always recognize the holidays on the days listed above.

Section 2. Eligibility Requirements.

Employees shall be eligible for holiday pay under the following conditions:

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

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

Section 3. Holiday Work.

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

ARTICLE 14

VACATION

Section 1. Eligibility and Allowance.

Benefit-eligible employees shall earn vacation by pay periods according to the following chart, prorated in relation to the average number of hours worked per pay period:

Length of Service	Hours Earned Per Pay Period	Days Earned Per Year	Hours Earned Per Year
1-4 years	3.70	12	96
5-9 years	4.62	15	120
10-14 years	5.54	18	144
15-19 years	6.47	21	168
20-24 years	7.39	24	192
25-29 years	8.31	27	216
30 years & thereafter	9.24	30	240

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

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

Section 2. 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 pay day immediately preceding the employee's vacation

period.

Employees may be paid up to a maximum of eighty (80) hours of accrued vacation leave. Request for payment shall be made by December 1. Payments will be made on the final pay check of the calendar year. To be eligible for a December payment of accrued vacation leave, the employee must have a minimum carryover of vacation time to the next year of eighty (80) hours and have a sick leave balance of one hundred twenty (120) hours.

Section 3. Choice and Selection of Vacation Period.

All employee vacation choices and selections shall be by classification seniority and subject to reasonable Divisional operational needs determined by the Division Head. All employee vacation requests shall be made to the Division Head or designee in writing. The reason(s) for any vacation requests which are denied by the Division Head or designee will be given to the employee in writing. Once approved, vacations shall only be canceled for just cause.

Vacation requests of two (2) work days or less shall be made as far ahead of the requested vacation as possible. The Division Head or designee shall either approve or deny the vacation request by the close of business on the day the vacation request is made by the employee unless staffing requirements for the time in question cannot yet be determined.

Vacation requests for more than two (2) work days shall, except for extreme emergencies, be made at least four (4) work days prior to the beginning of the requested vacation. The Division Head or designee shall either approve or deny the vacation request no later than two (2) work days after the day the vacation request is made by the employee unless staffing requirements for the time in question cannot yet be determined.

Section 4. Holiday during Vacation Period.

If a designated holiday, as provided in Article 13 of this Agreement, occurs during the work week in which a vacation is taken by an employee, the number of hours charged against the employee's vacation period shall be reduced by the number of holiday hours that have occurred.

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

- a. Retirement. Any employee retiring prior to taking his/her earned vacation shall be compensated with pay for the unused accrued vacation.
- b. Separation. Any employee separated from his/her employment with the Employer after satisfactorily completing the initial employment probationary period shall be compensated with pay for the unused accrued vacation.
- c. Laid-Off Employees. Any employee who is laid off for any reason after completion of the initial employment probationary period shall be paid for any unused accrued vacation. Any employee temporarily laid off may at his/her option ask the Employer to "bank" unused accrued vacation pending a recall.

Section 6. Employees Receiving Workers' Compensation Benefits.

Any employee injured as a result of an accident arising out of and in the course of his or her employment – and who is receiving Workers' Compensation benefits while he/she is Temporarily Totally Disabled and is still employed as a regular employee of the City of Topeka – may prorate vacation leave in an amount representing the difference between his/her normal base compensation from the City and the amount received from Workers' Compensation, provided, however, an employee who is receiving Workers' Compensation of any kind shall continue to accrue vacation leave.

ARTICLE 15

LEAVES OF ABSENCE

Section 1. Eligibility Requirements.

Employees shall be eligible for leaves of absence after completing their initial probationary periods with the Employer.

Section 2. Leave of Absence Without Pay.

A leave of absence without pay is a predetermined amount of time away from work requested by the employee and approved by the Division Head or designee.

The fact that such a leave is possible does not mean that approval is obligatory. A leave of absence without pay, except in the case of a disciplinary action, shall be considered a privilege -- and the best interest of the City shall be the determining factor in deciding whether such leave shall be granted. Approved leaves of absence may be canceled for just cause.

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

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

Section 3. Leave of Absence Without Pay - Conditions.

- A. During a leave of absence without pay, the employee:
 - 1. Shall not receive pay from the City;
 - 2. Shall not accrue any leave;
 - 3. Shall not pay retirement contributions nor be credited time toward retirement for any time the employee is not in pay status;
 - 4. Shall pay total health or other insurance falling due except as provided in Section 9;
 - 5. Shall, upon return to work, carry over sick leave accrued prior to commencement of the leave without pay; and
 - 6. Shall not receive any other benefits during the absence.
- B. Requests for unpaid leaves shall be made, in writing, to the Division Head prior to the requested leave.
- C. Provisions of the Family and Medical Leave Act (FMLA) shall govern this article when the leave of absence qualifies for such purpose.

Section 4. Military Leaves - Temporary Training Periods.

An employee who is a member of a military reserve organization or a National Guard unit shall be entitled to paid leave as hereinafter provided. If such assignment would substantially interfere with the execution of duties in the public interest, the employee may be encouraged to request a rescheduling of any such training/assignment. The maximum payment during any military leave shall be the difference between the base pay an employee would normally receive in one pay period and the amount received from the military. There shall be no compensation

from the City if the military pay is equal to or greater than City pay. A forty (40) hour employee may receive up to a maximum of eighty (80) hours annually for temporary training. An employee shall be paid only for those days he/she would normally have been assigned to work during the time of the military assignment.

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

No City compensation shall be allowed for any person called to active or extended military service, provided that, in the event of a natural disaster or civil disorder within the City limits of Topeka, the City Manager may authorize payment from the City for the duration of such active service, not to exceed the difference between City and military pay as stated herein.

Section 5. Military Leaves - Extended Military Assignment.

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

Section 6. Funeral/Family Crisis Leave.

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

1. Making arrangements for and/or attending a funeral of an employee's spouse, child, stepchild, parent, stepparent, grandparent, grandchild, sibling, spouse's parent, sibling's spouse, spouse's sibling, son-in-law, daughter-in-law, aunt, uncle, or a family member of the immediate household permanently residing under the same roof.
 2. Family crisis leave shall only apply to disasters such as fire, flood, tornado, etc. or life threatening emergency health problems. In addition, the City and the Union agree that the City may require that an employee requesting such usage supply a statement from the attending physician verifying that the health problem is both an emergency and is life threatening.
- B. Determinations of eligibility for Funeral/Family Crisis leave use shall be made by the Division Head and/or duly authorized supervisor, exercising reasonable discretion and judgment consistent with personnel guidelines and the guidelines set forth in this section. Additional time, if needed, approved, and justified, may be allowed from other leave accruals or pursuant to leave of absence provisions.

Section 7. Jury Duty/Court Appearances.

An employee called to serve on jury duty or required to serve as a court witness, but not as a defendant/plaintiff in a civil matter, shall be paid in an amount equal to the difference between the wages which would have been earned on a given day and the compensation received as a witness or juror. Alternatively, an employee may sign witness/juror fees over to the City in order to receive regular pay.

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

An employee shall not have deductions made from accrued leave for the purpose of this provision, unless the employee is a defendant/plaintiff in a civil matter or if an employee appears as a voluntary expert witness.

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

Section 8. Leave Agreements.

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

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

Section 9. Medical Disability Leave.

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

In the event the employee is receiving Workers' Compensation benefits as a result of an injury sustained in City employment and such incapacitation is total and temporary but not

exceeding three (3) months' duration, the City may make contributions to the employee's health benefits upon recommendation of the Division Head and approval of the Human Resources Director if the employee is normally eligible for such benefits.

If the employee's Division Head believes that the employee's health or condition may be endangered by continuing employment or that the employee cannot perform regular and necessary duties of the job, the Division Head shall refer the employee to the Human Resources Department. The Human Resources Director may refer the employee to the CHCP who may require the employee to provide a statement of medical condition. The employee shall return to work at the conclusion of the medical disability leave, contingent upon a statement from the CHCP indicating that the employee is medically able to return to work.

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

Section 10. 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 employment with the City for a period not to exceed two (2) consecutive hours between the time of opening and closing of the polls, provided, however, that if the polls are open before

commencing work or after terminating work but the period of time the polls are so open is less than two (2) consecutive hours, the employee shall only be entitled to be absent from City employment for such a period of time which, when added to the period of time the polls are open, will not exceed two (2) hours. An employee shall not, because of so 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.

The employee's Division Head may specify the particular time during the day which said employee may absent himself/herself as aforesaid, except such specified time shall not include any time during the regular lunch period.

The employee's Division Head may require the employee to show a current eligible voter registration card in order for the employee to be eligible for paid time off for voting.

Section 11. Civic Duty.

Employees appointed to serve on a committee that benefits the city and is approved by management shall be granted leave with pay to attend committee meetings during their scheduled work hours as long as staffing levels are being met as determined by the Division Head.

Employees elected to any political or legislative position who requests a leave of absence for the time period of their elected political or legislative position shall be granted a leave of absence without pay if approved by the City Manager.

ARTICLE 16
HEALTH AND SAFETY

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 interests of the City, 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. In the furtherance of this policy, a joint Union-Management health and safety committee may be established for the bargaining unit. A joint health and safety committee may meet upon request of either party and shall be comprised of two (2) employees from the bargaining unit selected by the Union and two (2) representatives of the Employer. Chairmanship of this committee shall alternate between Union and Management representatives. This committee shall consider health and safety matters relating to all employees within the Division. Union representatives will receive their regular rate of pay for time spent in the meetings during their regularly scheduled hours of employment, not to exceed two (2) hours per month. This committee shall have the responsibility for reporting to the Division Head all health and safety problems and the Division Head may initiate such actions as necessary to see that these items are corrected.

Safety/Health Rules and Regulations shall be recommended by the joint committee to the head of the division, who shall have the right to approve, reject, or revise said proposed rules and regulations. There shall not be any rules or regulations promulgated until said rules and regulations are approved by the head of the division and the Department Director. 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.

Section 2. Healthcare Benefits.

The Employer and Union have agreed to the terms and conditions of healthcare benefits for employees as set forth within the current Joint Memorandum of Agreement between the City of Topeka, this Union and other bargaining units recognized by the City.

Section 3. Pension.

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

ARTICLE 17

WAGES

Section 1. Wages.

Employees covered by this agreement shall be compensated beginning with the first full pay period in January of 2021 and 2022 in accordance with the wage schedules in Section 6 of this Article titled “Wage Schedules.” Effective the first full pay period in January 2022, there will be a one percent (1%) increase to the pay matrix for all grades plus an additional two percent (2%) increase for Grade 11. For 2023, this Section 1 shall be reopened in accordance with Article 20 of this agreement.

Section 2. Pay Period.

Employees shall be paid on a bi-weekly basis in accordance with the published City of Topeka Payroll Schedule.

Section 3. Performance Assessment Adjustments.

Beginning with the first full pay periods of 2021, 2022, and 2023 all non-initial probationary bargaining unit employees, who have been evaluated and individually received a “Meets Expectations” or greater on their final overall performance assessments for the previous year and who have not received suspension level discipline within the prior year shall receive a one-step increase, if not already at the top PAA or step for their respective classification. Employees at the top PAA or step for their respective classification who have been evaluated and individually received a “Meets Expectations” or greater on their final overall performance assessments for the previous year and who have not received suspension level discipline within

the prior year shall receive a one-time lump sum bonus of \$250 in 2021, 2022 and 2023. For purposes of this Section, any employee who for whatever reason does not receive an annual performance assessment shall be deemed to “Meet Expectations.”

Section 4. Movement Between Classifications.

Employees who are eligible to move to a higher classification will advance on the first day of the first full pay period after attaining minimum competencies. Employees are not eligible for movement until at least one year has passed without receiving a Suspension level discipline. When there is movement from one classification to a higher classification, employees will be guaranteed placement at the step that gives them an increase of at least fifty percent (50%) of the difference between their current step and the same numbered step in the grade of the new classification, provided, however, that in no case may that calculation be based on a figure higher than top step of the classification from which they are moving.

Section 5. Lead Worker Positions.

Any bargaining unit member assigned by Management to a Lead Worker role shall be entitled to one dollar (\$1.00) per hour add pay for the additional responsibilities.

Section 6. Wage Schedules.

POSITION TITLE	GRADE
BIO-SOLIDS TECH	04
SENIOR BIO-SOLIDS TECH	10
ELECTRICAL & INSTRUMENTATION MECHANIC (E&I)	12
EQUIPMENT OPERATOR	05
SENIOR EQUIPMENT OPERATOR	11
INSPECTION AND VERIFICATION OPERATOR	11
MAINTENANCE MECHANIC	06
SENIOR MAINTENANCE MECHANIC	10
PLANT OPERATOR SKILL LEVEL I	05
PLANT OPERATOR SKILL LEVEL II	08
SENIOR PLANT OPERATOR	12

WATER POLLUTION CONTROL

Operators Pay Matrix

2021 HOURLY SCHEDULE, GRADES & RATES

No Increase from 2020

Effective with the Pay Period beginning January 09, 2021

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WPC1	P01	14.73	15.03	15.37	15.69	15.97	16.28	16.58	16.89	17.15	17.45	17.73	18.01	18.27	18.52	18.78	19.03	19.25	19.48	19.69	19.91
WPC1	P02	15.07	15.41	15.74	16.06	16.38	16.69	16.99	17.32	17.60	17.89	18.17	18.48	18.72	18.98	19.24	19.51	19.72	19.94	20.16	20.40
WPC1	P03	16.31	16.65	17.00	17.38	17.69	18.02	18.37	18.71	19.01	19.33	19.64	19.96	20.23	20.52	20.79	21.07	21.31	21.56	21.79	22.04
WPC1	P04	17.21	17.57	17.94	18.33	18.67	19.02	19.38	19.74	20.06	20.39	20.72	21.05	21.34	21.64	21.94	22.24	22.50	22.74	23.00	23.26
WPC1	P05	17.30	17.66	18.03	18.43	18.77	19.11	19.48	19.84	20.15	20.49	20.81	21.14	21.45	21.73	22.03	22.33	22.59	22.83	23.09	23.35
WPC1	P06	17.73	18.09	18.49	18.88	19.23	19.60	19.96	20.34	20.67	21.00	21.34	21.69	21.99	22.29	22.60	22.90	23.16	23.42	23.69	23.96
WPC1	P07	18.06	18.46	18.85	19.25	19.62	19.98	20.36	20.74	21.07	21.42	21.76	22.11	22.42	22.73	23.04	23.35	23.62	23.87	24.14	24.41
WPC1	P08	18.95	19.36	19.77	20.18	20.57	20.95	21.34	21.74	22.09	22.45	22.81	23.18	23.52	23.83	24.15	24.49	24.76	25.04	25.32	25.61
WPC1	P09	19.62	20.03	20.47	20.90	21.29	21.69	22.09	22.52	22.87	23.25	23.63	24.01	24.34	24.68	25.01	25.35	25.64	25.92	26.21	26.50
WPC2	P10	19.93	20.36	20.79	21.23	21.63	22.03	22.45	22.86	23.23	23.62	24.00	24.38	24.72	25.06	25.40	25.75	26.04	26.33	26.63	26.92
WPC2	P11	20.59	21.02	21.48	21.93	22.33	22.75	23.17	23.62	24.00	24.38	24.78	25.18	25.54	25.88	26.23	26.61	26.90	27.20	27.50	27.82
WPC2	P12	21.68	22.13	22.61	23.08	23.53	23.96	24.40	24.86	25.27	25.68	26.09	26.51	26.88	27.24	27.63	27.99	28.31	28.62	28.94	29.26

Leadworkers Pay Matrix

2021 HOURLY SCHEDULE, GRADES & RATES

No Increase from 2020

Effective with the Pay Period beginning January 09, 2021

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WPC3	R01	15.73	16.03	16.37	16.69	16.97	17.28	17.58	17.89	18.15	18.45	18.73	19.01	19.27	19.52	19.78	20.03	20.25	20.48	20.69	20.91
WPC3	R02	16.07	16.41	16.74	17.06	17.38	17.69	17.99	18.32	18.60	18.89	19.17	19.48	19.72	19.98	20.24	20.51	20.72	20.94	21.16	21.40
WPC3	R03	17.31	17.65	18.00	18.38	18.69	19.02	19.37	19.71	20.01	20.33	20.64	20.96	21.23	21.52	21.79	22.07	22.31	22.56	22.79	23.04
WPC3	R04	18.21	18.57	18.94	19.33	19.67	20.02	20.38	20.74	21.06	21.39	21.72	22.05	22.34	22.64	22.94	23.24	23.50	23.74	24.00	24.26
WPC3	R05	18.30	18.66	19.03	19.43	19.77	20.11	20.48	20.84	21.15	21.49	21.81	22.14	22.45	22.73	23.03	23.33	23.59	23.83	24.09	24.35
WPC3	R06	18.73	19.09	19.49	19.88	20.23	20.60	20.96	21.34	21.67	22.00	22.34	22.69	22.99	23.29	23.60	23.90	24.16	24.42	24.69	24.96
WPC3	R07	19.06	19.46	19.85	20.25	20.62	20.98	21.36	21.74	22.07	22.42	22.76	23.11	23.42	23.73	24.04	24.35	24.62	24.87	25.14	25.41
WPC3	R08	19.95	20.36	20.77	21.18	21.57	21.95	22.34	22.74	23.09	23.45	23.81	24.18	24.52	24.83	25.15	25.49	25.76	26.04	26.32	26.61
WPC3	R09	20.62	21.03	21.47	21.90	22.29	22.69	23.09	23.52	23.87	24.25	24.63	25.01	25.34	25.68	26.01	26.35	26.64	26.92	27.21	27.50
WPC4	R10	20.93	21.36	21.79	22.23	22.63	23.03	23.45	23.86	24.23	24.62	25.00	25.38	25.72	26.06	26.40	26.75	27.04	27.33	27.63	27.92
WPC4	R11	21.59	22.02	22.48	22.93	23.33	23.75	24.17	24.62	25.00	25.38	25.78	26.18	26.54	26.88	27.23	27.61	27.90	28.20	28.50	28.82
WPC4	R12	22.68	23.13	23.61	24.08	24.53	24.96	25.40	25.86	26.27	26.68	27.09	27.51	27.88	28.24	28.63	28.99	29.31	29.62	29.94	30.26

WATER POLLUTION CONTROL

Operators Pay Matrix

2022 HOURLY SCHEDULE, GRADES & RATES

1% Increase from 2021 (3% for Grade 11)

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WPC1	P01	14.88	15.19	15.53	15.85	16.13	16.45	16.75	17.06	17.33	17.63	17.91	18.20	18.46	18.71	18.97	19.23	19.45	19.68	19.89	20.11
WPC1	P02	15.23	15.57	15.90	16.23	16.55	16.86	17.16	17.50	17.78	18.07	18.36	18.67	18.91	19.17	19.44	19.71	19.92	20.14	20.37	20.61
WPC1	P03	16.48	16.82	17.17	17.56	17.87	18.21	18.56	18.90	19.21	19.53	19.84	20.16	20.44	20.73	21.00	21.29	21.53	21.78	22.01	22.27
WPC1	P04	17.39	17.75	18.12	18.52	18.86	19.22	19.58	19.94	20.27	20.60	20.93	21.27	21.56	21.86	22.16	22.47	22.73	22.97	23.23	23.50
WPC1	P05	17.48	17.84	18.22	18.62	18.96	19.31	19.68	20.04	20.36	20.70	21.02	21.36	21.67	21.95	22.26	22.56	22.82	23.06	23.33	23.59
WPC1	P06	17.91	18.28	18.68	19.07	19.43	19.80	20.16	20.55	20.88	21.21	21.56	21.91	22.21	22.52	22.83	23.13	23.40	23.66	23.93	24.20
WPC1	P07	18.25	18.65	19.04	19.45	19.82	20.18	20.57	20.95	21.29	21.64	21.98	22.34	22.65	22.96	23.28	23.59	23.86	24.11	24.39	24.66
WPC1	P08	19.14	19.56	19.97	20.39	20.78	21.16	21.56	21.96	22.32	22.68	23.04	23.42	23.76	24.07	24.40	24.74	25.01	25.30	25.58	25.87
WPC1	P09	19.82	20.24	20.68	21.11	21.51	21.91	22.32	22.75	23.10	23.49	23.87	24.26	24.59	24.93	25.27	25.61	25.90	26.18	26.48	26.77
WPC2	P10	20.13	20.57	21.00	21.45	21.85	22.26	22.68	23.09	23.47	23.86	24.24	24.63	24.97	25.32	25.66	26.01	26.31	26.60	26.90	27.19
WPC2	P11	21.21	21.66	22.13	22.59	23.00	23.44	23.87	24.33	24.72	25.12	25.53	25.94	26.31	26.66	27.02	27.41	27.71	28.02	28.33	28.66
WPC2	P12	21.90	22.36	22.84	23.32	23.77	24.20	24.65	25.11	25.53	25.94	26.36	26.78	27.15	27.52	27.91	28.27	28.60	28.91	29.23	29.56

Leadworkers Pay Matrix

2022 HOURLY SCHEDULE, GRADES & RATES

1% Increase from 2021 (3% for Grade 11)

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WPC3	R01	15.88	16.19	16.53	16.85	17.13	17.45	17.75	18.06	18.33	18.63	18.91	19.20	19.46	19.71	19.97	20.23	20.45	20.68	20.89	21.11
WPC3	R02	16.23	16.57	16.90	17.23	17.55	17.86	18.16	18.50	18.78	19.07	19.36	19.67	19.91	20.17	20.44	20.71	20.92	21.14	21.37	21.61
WPC3	R03	17.48	17.82	18.17	18.56	18.87	19.21	19.56	19.90	20.21	20.53	20.84	21.16	21.44	21.73	22.00	22.29	22.53	22.78	23.01	23.27
WPC3	R04	18.39	18.75	19.12	19.52	19.86	20.22	20.58	20.94	21.27	21.60	21.93	22.27	22.56	22.86	23.16	23.47	23.73	23.97	24.23	24.50
WPC3	R05	18.48	18.84	19.22	19.62	19.96	20.31	20.68	21.04	21.36	21.70	22.02	22.36	22.67	22.95	23.26	23.56	23.82	24.06	24.33	24.59
WPC3	R06	18.91	19.28	19.68	20.07	20.43	20.80	21.16	21.55	21.88	22.21	22.56	22.91	23.21	23.52	23.83	24.13	24.40	24.66	24.93	25.20
WPC3	R07	19.25	19.65	20.04	20.45	20.82	21.18	21.57	21.95	22.29	22.64	22.98	23.34	23.65	23.96	24.28	24.59	24.86	25.11	25.39	25.66
WPC3	R08	20.14	20.56	20.97	21.39	21.78	22.16	22.56	22.96	23.32	23.68	24.04	24.42	24.76	25.07	25.40	25.74	26.01	26.30	26.58	26.87
WPC3	R09	20.82	21.24	21.68	22.11	22.51	22.91	23.32	23.75	24.10	24.49	24.87	25.26	25.59	25.93	26.27	26.61	26.90	27.18	27.48	27.77
WPC4	R10	21.13	21.57	22.00	22.45	22.85	23.26	23.68	24.09	24.47	24.86	25.24	25.63	25.97	26.32	26.66	27.01	27.31	27.60	27.90	28.19
WPC4	R11	22.21	22.66	23.13	23.59	24.00	24.44	24.87	25.33	25.72	26.12	26.53	26.94	27.31	27.66	28.02	28.41	28.71	29.02	29.33	29.66
WPC4	R12	22.90	23.36	23.84	24.32	24.77	25.20	25.65	26.11	26.53	26.94	27.36	27.78	28.15	28.52	28.91	29.27	29.60	29.91	30.23	30.56

ARTICLE 18

GENERAL PROVISIONS AND MISCELLANEOUS BENEFITS

Section 1. Pledge Against Discrimination and Coercion.

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

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

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

There shall be no coercion exercised upon any employee in an attempt to persuade him/her 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.

Current 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 Division bulletin board for a period of seven (7) consecutive calendar days before implementation.

In the event an emergency is declared by the Division Head or his/her designee, existing work rule changes shall only remain in effect during the emergency as declared by the Employer.

Section 3. Uniforms.

If an employee is required to wear a uniform as a condition of employment, such uniform shall be furnished to the employee by the Employer. All provisions pertaining to uniforms shall comply with the Water Pollution Control (WPC) Uniform Policy.

Section 4. Protective Devices and Clothing.

If an employee is required to wear protective clothing or other type of protective device as a condition of employment, such protective clothing or device shall be furnished to the employee by the Employer. With regard to footwear, however, the City shall pay no more than one hundred eighty-five dollars (\$185.00) toward the purchase of an employee's first and each Management-approved replacement pair of safety-toed boots which exceed ANSI class 75 standards for impact and compression, including any boot insoles or inserts requested by the employee.

As an incentive for the conscientious maintenance and longevity of such boots through the wearing of overshoes, proper cleaning, and regular treatment, a bonus payment of half that amount, i.e., ninety-two dollars and fifty cents (\$92.50), shall be given during January of each year to every footwear-equipped employee who did not request or receive any boot reimbursement allowance

during the preceding twelve calendar-month period.

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

The requirement for any type of protective clothing or device shall be determined by the City Risk Manager, the Division's safety committee, and the Division Head. The cost of keeping the protective clothing or device clean and in proper working condition, with the exception of steel-toed footwear, shall be paid by the Employer. In the event of loss or damage due to carelessness, the employee shall pay for the replacement. Employees are expected to exercise diligence in the care of protective clothing or devices.

Section 5. Return of City Property.

The City may deduct from the employee's final wages the value of any property belonging to the City that is not returned upon separation. Such property shall include but not be limited to the following:

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

Section 6. Night Security.

It is agreed that the Employer will provide for all employees working by themselves to be regularly checked to assure their health and safety.

Section 7. Job Evaluations.

Job evaluations will be based on the employee's position description that shall be updated and provided to the employee annually. All employees shall receive copies of their job evaluations. No changes shall be made on their evaluations after they receive their copies. All employees shall be entitled to fair and impartial evaluations. Accidents shall not cause an employee to be evaluated downward in the event that the accident is found to be "no fault" of the employee.

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 bargaining unit within one 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. The Union agrees to reimburse the Employer one-half (1/2) the cost of producing copies of the Memorandum of Agreement.

Section 9. Personnel File.

A copy of any adverse action shall be given to the employee. An employee must furnish written permission to allow a Union representative to have access to that employee file. All records of disciplinary actions of a nature not serious enough to warrant immediate suspension or discharge shall be removed from the official personnel file of the employee after a period of two (2) years from the date of an action if no such similar actions occur during that two year period.

Section 10. Job Studies.

Union requests for job reclassification studies shall be considered on an individual, case-by-case basis. If the Human Resources Director and/or the Department Director determine that a job study is warranted, the study shall be conducted by the Human Resources Director, who, as a result of the study, shall make a recommendation to the City Manager, who shall make the final determination.

Section 11. Union/Management Meetings.

At the request of either the Union or the Employer, meetings shall be held for the purpose of considering matters of mutual interest other than grievances, provided that mutually acceptable arrangements as to time and place can be made. Employees designated as representatives of the Union, not to exceed four (4), shall not suffer loss of time or pay when absent from their assigned work schedules for the purpose of attending said meetings.

Section 12. Employee Assistance Programs.

The City and Union agree to cooperate in encouraging employees who are in need of counseling and/or assistance in such areas as alcoholism, drug abuse, financial and/or legal difficulties, family problems, and similar areas to undergo a program directed to their rehabilitation. An employee may be required to seek appropriate remedial counseling if, in the determination of the Division Head, 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 or through the Division Head or through the Union representative and/or designee.

Section 13. Certification.

- A. The employer agrees to reimburse any employee of the Water Pollution Control Division the cost of any bona fide certification or licensing provided by the Kansas Department of Health and Environment following successful completion of requirements and tests for various levels of WPC Operation and/or Collection Systems certification.
- B. The Employer agrees to reimburse any employee for the cost of required licenses and endorsements, as determined by the Division Head, pursuant to the State requirements for a Commercial Driver's License (CDL).

Section 14. Driver's License Requirement.

All bargaining unit members who are required to maintain a valid Class C Kansas Driver's License or a CDL will be provided up to two (2) hours of on-duty time to renew their respective driver's licenses or take the initial CDL test.

Section 15. Cafeteria Benefit Plan.

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

Section 16. Deferred Compensation.

All benefit-eligible employees are entitled to participate in the Deferred Compensation Plan as defined by the City of Topeka.

Section 17. Tuition Reimbursement.

The purpose of the City's employee development program is to promote improved

productivity in City services by reimbursing eligible employees for academic courses pursued through recognized educational institutions.

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

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

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

D. An employee must complete the request for tuition reimbursement form as provided by the Human Resources Department and have the concurrence and signature of his/her Division Head, Department Director, and the Human Resources Director before the employee can be reimbursed. The approved request form must be received by the Human Resources Department within one month after the beginning date of the course which the employee desires to attend. Evidence of completion with a passing grade of "C" (70th percentile) or above and proof of payment for the course must be received by the Human Resources Department within two months after the ending date of the semester/inter-session/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 his/her supervisor to utilize compensatory time, vacation time or time without pay as scheduling/staffing allows as determined by Management for the time utilized to attend the course(s).
- G. The Division Head shall make every effort to budget for and approve reimbursement for academic courses for his/her employees. The Division Head shall approve courses on a first-come, first-served basis in a non-discriminatory manner.

Section 18. Mileage Reimbursement.

Use of an employee's private vehicle for City business must be approved by the Division Head. The reimbursement for use of a private vehicle shall be at the rate established by the City.

Section 19. Physical Fitness Reimbursement.

To encourage policies and practices to enable employees to achieve optimal physical and mental health, the City shall offer incentives to bargaining unit, benefit-eligible employees. Employees shall be reimbursed for qualified fitness classes and programs at the City Wellness Center with supportive documentation of completion and the dollar amount paid. All employees wishing to partake of the physical fitness program must apply through the City Wellness Center and the Human Resources Department prior to the start of the fitness class or program. This program will be governed by budgetary restrictions.

Section 20. Benefits Committee.

The Union shall be entitled to select one (1) employee from the bargaining unit as a

representative to the City Employees Benefits Committee, if one exists or is formed. Such Union representative will receive the regular rate of pay for the time spent in meetings during regularly scheduled hours of employment, not to exceed two (2) hours per month. The Division Head or his designee may, however, authorize additional time on a case-by-case basis upon written request from the employee representative.

Section 21. Personal Day.

All bargaining unit employees, upon the successful completion of their initial employment probationary periods, shall be allowed two (2) discretionary Personal Days off with pay per calendar year. Employees must schedule their Personal Days off with pay with their supervisor/manager. This Personal Day cannot be carried over from one (1) calendar year to the next except due to extenuating circumstances for just cause, as approved by the Division Head. However, in all instances the Personal Day must be used by June 30th of the next calendar year or be lost. A Personal Leave Day is one (1) regularly scheduled shift off from work with pay.

Section 22. Residency.

Employees employed after December 31, 1981 by the City must be bona fide residents of Shawnee County. Although at the time of actual appointment or employment they need not be residents of Shawnee County, they must establish such residency within six (6) months after completion of the initial employment probation. Residency shall be maintained within the limits of Shawnee County for the duration of the employee's employment. The City Manager may grant one extension not to exceed six (6) months for the establishment of residency upon the request of an individual employee for good cause shown.

Section 23. Policies and Rules & Regulations not Contained in this Agreement.

The parties agree that all City policies and programs, as well as the administrative rules and regulations implementing them, now in force or hereafter enacted in accordance with the Topeka City Code and Personnel Code and not in conflict with any language contained in this Agreement, shall apply to all employees covered by this Agreement. The City will provide written notice of proposed new policies, programs, and rules or regulations, or material changes to existing policies, programs, and rules or regulations to the Union prior to presentation for public comment. In the event the Union does not agree to a proposed policy, program, rule, or regulation which would materially affect a condition of employment, the policy, program, rule, or regulation will not apply to employees covered by this Agreement. Any additional benefits and/or rights granted to all City employees by any such policy or program or administrative rules and regulations implementing them will also be granted and applied to employees covered by this Agreement.

Section 24. 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. Testing will be based on industry standards and the City will reimburse the employee for the cost of testing upon successful bilingual certification.

ARTICLE 19

CLOSING AND SAVINGS CLAUSES

Section 1. Closing Clause.

The parties agree that this Agreement shall represent the complete Agreement between the Employer and the Union.

The parties acknowledge that during the meetings which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law; further, the complete understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to meet and confer with respect to any subject or matter not specifically referred to or covered in this Agreement unless otherwise decided by mutual consent.

Section 2. Savings Clause.

Should any part of this Agreement or any provision contained herein be declared invalid by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions, which shall remain in full force and effect.

Any invalidated provision shall be subject to the meet and confer procedure.

ARTICLE 20

TERMINATION AND AMENDMENTS

This Agreement shall be effective January 1, 2021, and remain in full force and effect until December 31, 2023. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, at least sixty (60) days prior to the expiration date that it desires to modify this Agreement. In the event such a notice is given, negotiations shall begin no later than thirty (30) days after the notice is given. This Agreement shall remain in full force and effect during any period of negotiations.

No later than April 1, 2022, Article 17, § 1 and the correlating pay matrix in Section 6 shall be reopened for the purpose of negotiating wages for 2023; additionally, the Position/Grade chart in Section 6 shall be reopened but only to discuss the grade assigned to the Senior Equipment Operator.

The City and the Union agree that throughout the term of this Agreement any article may be reopened by mutual consent.

DATED AND ACKNOWLEDGED THIS _____ DAY OF _____ 2020, IN
THE CITY OF TOPEKA, KANSAS, BY:

CITY OF TOPEKA, KANSAS

Brent Trout, City Manager

ATTEST:

Brenda Younger, City Clerk

UNITED WORKERS OF ENVIRONMENTAL
TRADES OF TOPEKA (WATER POLLUTION
CONTROL)

Andy Sample, President



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
September 15, 2020

DATE:	September 15, 2020		
CONTACT PERSON:	Bill Fiander, Planning and Development Director	DOCUMENT #:	Z20/02
SECOND PARTY/SUBJECT:	Flywheel Fairlawn	PROJECT #:	N/A
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 605 SW Fairlawn from “C-4” Commercial District to “M-3” Multiple Family Dwelling District (Z20/02) (Council District No. 9)

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

(Approval will allow conversion of the former Ramada hotel into a residential apartment complex for market rate workforce housing.)

VOTING REQUIREMENTS:

Governing Body Options:

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 decision to approve or disapprove. A minimum of 6 votes of the Governing Body is required.

POLICY ISSUE:

The key issue of the proposed rezoning concerns the owner's plans to convert the hotel rooms to apartments and the effect the conversion will have on the surrounding neighborhood.

Current market conditions do not support use of the property as a hotel. The zoning change will allow the owner to adapt the building and grounds for workforce housing and prevent deterioration of the property. The proposed use will likely generate less traffic than a hotel or other uses allowed under the current zoning.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

Z20/02 is a request to change the zoning of the property from "C-4" Commercial District to "M-3" Multiple Family Dwelling District to allow the conversion of the hotel and conference center into market rate, workforce housing for approximately 130 - 140 dwelling units of studio, one and two bedroom apartments. The conversion also will provide for specified accessory uses including management office, common areas for co-working spaces, indoor playground and storage units for the apartments.

The applicant and owner conducted a Neighborhood Information Meeting on July 28, 2020. The main concerns expressed at the meeting relate to the type of housing being developed, leasing and income requirements of tenants, and management of the facility. These concerns are answered in the applicant's meeting summary.

The Topeka Planning Commission recommended approval of the zoning change on August 17, 2020 and the Planning Department recommends approval as indicated in the attached staff report.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:**Description**

Ordinance

Planning Commission Meeting Minutes August 17, 2020

Staff Report August 17, 2020

Aerial Map

Zoning Map

Future Land Use Map

Neighborhood Meeting July 28, 2020

1 (Published in the Topeka Metro News _____)

2
3 ORDINANCE NO. _____

4
5 ORDINANCE introduced by City Manager Brent Trout amending the “District Map”
6 referred to and made a part of the Zoning Ordinances by Section
7 18.50.050 of the Topeka Municipal Code, by providing for certain
8 changes in zoning on property located at 605 SW Fairlawn from “C-4”
9 Commercial District to “M-3” Multiple Family Dwelling District
10 (Z20/02)(Council District No. 9)
11

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

13
14 Section 1. That the “District Map” referred to and made a part of the Zoning
15 Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), be, and the same is
16 hereby amended, by reclassifying the following described property:

17 Block C and Block D, Fairlawn Acres Subdivision, Topeka, Shawnee County Kansas

18
19 FROM “C-4” Commercial District TO “M-3” Multiple Family Dwelling District
20

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

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

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

26 PASSED AND APPROVED by the Governing Body, City of Topeka, Kansas,

27 _____, 2020

28 _____
29 Michelle De La Isla, Mayor

30 ATTEST:

31
32 _____
33 Brenda Younger, City Clerk



CITY OF
TOPEKA

TOPEKA PLANNING COMMISSION

Monday, August 17, 2020

6:00PM – VIDEO CONFERENCE

CASE MINUTES

Members present: Brian Armstrong (Chair), Marc Fried, Corey Dehn, Wiley Kannarr, Jim Kaup, Katrina Ringler, Matt Werner (7)

Members Absent: Corliss Lawson, Ariane Messina (2)

Staff Present: Bill Fiander, Planning & Development Director; Mike Hall, Current Planning Manager; Annie Driver, Planner; Kris Wagers, Administrative Officer; Mary Feighny, Legal

Declaration of conflict of interest/ex parte communications by members of the commission or staff –

Mr. Dehn stated he has been working with the applicant on Z20/02 so he would mute as the case is considered and abstain from voting.

Action Item

Z20/02 by Flywheel Fairlawn, LLC, requesting to amend the district zoning map on property located at 605 SW Fairlawn Road from C-4 Commercial District to M-3 Multiple Family Dwelling District to allow for use of the existing hotel property as residential apartments.

As the case was called by Mr. Armstrong, Mr. Dehn muted his audio and video feed.

Ms. Driver presented the staff report and staff recommendation of approval.

Greg Schwerdt of Schwerdt Design Group spoke representing the applicant. Mr. Schwerdt stated that the “workforce” housing concept is new and catching on quickly across the country. Flywheel is also looking at four other properties, as well the building behind the one in question, to potentially expand the current project if it is successful. He stated he would stand for questions.

Mr. Kaup asked what landscaping is proposed and Mr. Schwerdt stated they would meet any requirements of the City of Topeka landscaping ordinance. They intend to put up a decorative fence and if they have room, soften the area in the parking lot with more green space. He also noted that there is a large green space between this property and the property behind, which they currently have under contract.

With no additional questions from commissioners, Mr. Armstrong **declared the floor open for public comment.**

Councilperson Michael Lesser spoke in favor of the project, stating that he’s excited to see investment in the area and transformation of the property, especially as it fits into the recently completed housing study. Affordable housing, which has been a Council initiative for the past few years, will be a positive outcome of the project.

David Davis spoke, asking if there had been studies done on the net effect of housing projects such as

this one. As a property owner he is concerned about property values. He later asked if there had been a traffic study done.

Mr. Schwerdt explained that the applicant is completing a similar project in Branson, Missouri. He stated it was welcomed by the city. It is a relatively new concept that helps meet a housing need in great demand. Other projects similar to this are in progress in Alabama, Ohio and Michigan and in each instance he believes that enhancements being made and needs being met are preferable to a property being left vacant to deteriorate. Mr. Hall later noted that a vacant building will deteriorate and have a negative impact on the area.

Regarding the question about a traffic study, Ms. Driver explained that the project was reviewed by the City's traffic engineer and no study was required by her. Mr. Hall added that the property is currently zoned C-4, which allows a much higher level of intensity than the requested zoning. Mr. Fiander stated that the proposed use have less traffic than a hotel or other commercial use that would be allowed. Further, is anticipated that a number of the residents will rely on public transportation and there is a TMTA transit route at 6th & Fairlawn, adequate sidewalks, pedestrian-ways, and bike routes already in place in the area.

Mr. Armstrong stated that he received comments earlier in the day from a former councilperson who expressed reservations about the project. He is concerned that the project will "hasten the already existing decline" of the 600-700 blocks of Fairlawn. He recognizes that allowing the building to remain empty has its own set of problems, but using it for a low-income residential housing facility isn't the answer.

Mary Lou Weidenbach spoke representing the Gage Park West Neighborhood Watch. Ms. Weidenbach expressed concern about a series of crimes the neighborhood experienced earlier in the year. Neighbors were under the impression they were committed by some men who had broken into the hotel. Neighbors are concerned about who will be running the facility and the qualifications of those applying to live there.

Mr. Schwerdt explained that the property owners have for the past 3 years employed an on-site caretaker and in that time there have been no break-ins or criminal property damage. The owners have, he said, done everything they can to maintain the quality of the property. He added that they cannot do this forever and once the caretaker leaves the property, if un-used, it will deteriorate.

Mr. Schwerdt noted that this is not subsidized housing but rather market-rate apartments and background checks will be run on applicants. One of the Flywheel Fairlawn, LLC partners has a large property management company that manages apartments all over the country. It will be professionally managed with a manager on site, maintenance people, etc.

With nobody else logged in to speak, Mr. Armstrong declared the **public comment period closed**.

Mr. Armstrong asked Ms. Driver to explain the term "workforce housing" and Ms. Driver explained that this is a term introduced in the recently completed housing study. She stated that it is geared toward those with an income range from 60% to 120% of the area's median income. It differs from "affordable housing" which is defined as being for those with an income of less than 60% of the median income. Mr. Fiander noted that in this neighborhood, it would be an income of between \$33,000 & \$66,000/year for a typical 2-person household.

Motion by Mr. Kaup to recommend to the Governing Body approval of the reclassification of the property from "C-4" Commercial District to "M-3" Multiple Family Dwelling District; **second** by Mr. Kannarr.

APPROVED 6-0-1 with Mr. Dehn abstaining.

STAFF REPORT – ZONING CASE
TOPEKA PLANNING DEPARTMENT

PLANNING COMMISSION DATE: Monday, August 17, 2020

APPLICATION CASE: Z20/02 By: Flywheel Fairlawn LLC

REQUESTED ACTION: Zoning change from “C-4” Commercial District to “M-3” Multiple Family Dwelling District

**APPLICANT /
PROPERTY OWNERS:** Flywheel Fairlawn Capital LLC/ Ben Hrouda

**APPLICANT
REPRESENTATIVE:** Corey Dehn, AIA – Schwerdt Design Group

STAFF: Annie Driver, AICP – Senior Current Planner

**PROPERTY LOCATION /
PARCEL ID:** 605 SW Fairlawn Road / PID: 0983301001002000

PARCEL SIZE: 5.7 acres

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 “M-3” Multiple Family Dwelling District.

PHOTOS:

View from SW Fairlawn:



View from SW 7th Street:



PROJECT AND SITE INFORMATION

PROPOSED USE / SUMMARY:

Adaptive re-use of the former 147 room, 2 to 4 story (“mid-rise”) hotel into market rate, work force housing for approximately 130-140 studio, one, and two bedroom apartments. (i.e. the exact number is not yet identified as the floor plans are still being adjusted.) The facility will also have associated accessory uses such as management office, indoor playground, storage units, exercise facility, common areas for co-work space, etc. Minor exterior improvements are proposed such as decorative security fencing, exterior painting/re-roofing, and landscaping.

DEVELOPMENT / CASE HISTORY:

Z58/60 – The site was rezoned from “A” Single Family Dwelling District to “G” Commercial District in 1958. (The “G” classification converted to “C-4” in 1992.) The 147 room motel and conference center was constructed around 1980 and remained used as a hotel and conference until 2017. In 2015, the owners converted the west wing of the building into furnished apartments that were leased out while the hotel was still in operation until 2017.

The site was annexed in 1958.

ZONING AND USE OF SURROUNDING PROPERTIES:

North: Right-of-Way / SW 6th Avenue and Interstate 70 / Automobile Repair

South: “C-4” Commercial District / General office and Automobile Repair

West: “C-4” Commercial District / Vacant Nursing Home

East: “C-4” Commercial District / Automobile Convenience Stores / Undeveloped property

DEVELOPMENT STANDARDS AND POLICIES

PURPOSE, USE STANDARDS:

“M-3” Commercial District: *The purpose of this district to provide for multiple-family dwelling structures which are in the moderate to high density range and at heights which allow for a high intensity of use and development. The location of this district is intended to complement high activity centers such as the central business district, employment centers or other similar locations. Since this district will have high levels of pedestrian activity, attention will be focused on ensuring a pleasant, safe and efficient pedestrian environment.*

DIMENSIONAL STANDARDS:

Front/Rear building setbacks: 25' - **Compliant**

Side building setbacks: 5' - **Compliant**

The maximum building coverage is 60% - **Compliant** (No new construction is proposed.)

The maximum density is 30 DUs per acre - **Compliant**

The maximum building height is 160 ft.- **Compliant**

OFF-STREET PARKING:

"M-3" District: TMC 18.240 off-street parking standards indicates it may be appropriate to use the parking standard most suitable for the use. Staff considers the standard for "*multi-family high rise*" of 1.5 per dwelling unit for first 20 dwelling units and 1 per dwelling unit thereafter to be the most appropriate for this use since predominately intended for studio and one-bedroom apartments. 140 apartments will require the addition of 150 parking stalls based on this standard. The site has adequate off-street parking.

OTHER DESIGN GUIDELINES AND CONSIDERATIONS:

Compliance with TMC 18.235 Landscape Regulation is not required because there is not an expansion to the building or parking lot.

SIGNAGE:

Signage will be permitted subject to Title 18 Division 2 Sign Code for "M-3" zoning. Subject to TMC 18.10.110. Any non-conforming signs may need to come into compliance with area and height requirements. The pole sign is an abandoned, non-conforming sign per sign code, which means on October 1, 2020 the pole sign shall be removed.

OTHER FACTORS

SUBDIVISION PLAT:

Platted as Fairlawn Acres Subdivision

**FLOOD HAZARDS, STREAM
BUFFERS:**

Not applicable

UTILITIES:

There are existing sewer and water service lines. There is an 8" water main along SW 7th and a 12" main along SW Fairlawn that are available. The applicant will need to add a 6" fire line connection. An 8" sanitary sewer main is already serving the site.

TRAFFIC/TRANSPORTATION:

No issues were identified by the Traffic Engineer regarding the rezoning. There are no changes to access openings being proposed.

The site has access to public transit and the trail and bikeway system via SW 6th Avenue, which is an asset for multiple-family residential uses. There is also a sidewalk along Fairlawn to provide pedestrian access to shopping and the middle school.

HOUSING:

The City housing and market study indicates a demand for market rate, lower cost workforce multiple family housing. The addition of the new studio market rate apartment units helps to meet this demand.

HISTORIC PROPERTIES:

Not applicable

NEIGHBORHOOD MEETING:

The applicant conducted a neighborhood information meeting on Wednesday, July 29, 2020 at 6:00 pm via a Zoom Video Conference. The owner representative, architect, two neighbors, and Planning staff attended this meeting. Key issues identified at the meeting were:

- Type of housing and funding
- Leasing requirements and terms
- Income requirements
- Management of the facility
- Effects of zoning on property value and crime

REVIEW COMMENTS BY CITY DEPARTMENTS AND EXTERNAL AGENCIES

PUBLIC WORKS/ENGINEERING:

FIRE: The Change of Use requires the owner to install a fire sprinkler system through-out the building. The Fire Department inspectors will review plans upon Building Permit submittal.

DEVELOPMENT SERVICES: Development Services will review construction plans upon submittal for the application for the Building Permit and Change of Use.

KEY DATES

SUBMITTAL: July 2, 2020

NEIGHBORHOOD INFORMATION MEETING: July 29, 2020

LEGAL NOTICE PUBLICATION: July 22, 2020

PROPERTY OWNER NOTICE: July 24, 2020

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: The surrounding area is characterized by automobile-oriented commercial, office, and institutional uses and retail uses and eating/beverage establishments along Fairlawn nearby. The site is located at the intersection of SW Fairlawn and SW 6th (major arterials). The uses surrounding the property include a vacant nursing home lying west, an occupied retirement home (Presbyterian Manor) lying northeast, automobile repair shops east and north, general offices lying south, and an automobile convenience and gas station lying east. Landon Middle School is located south along SW Fairlawn. MacLennan Park and Cedar Crest lie to the north of Interstate 70. The site has excellent access to the public transit and bikeways from SW 6th Avenue. The site has pedestrian access to the middle school for children via Fairlawn sidewalks. The proposed zoning will not substantially alter the physical character of the neighborhood. The addition of longer term residents, instead of more transient hotel guests might have some effect on daily and nightly activity.

THE ZONING AND USE OF PROPERTIES NEARBY: The property to the west is zoned “C-4” Commercial District and contains a nursing home that has remained vacant for at least three years. The properties directly south are zoned “C-4” District. Except for the automobile repair shop, the remaining properties contain professional offices. An automobile repair shop and automobile gas station and convenience store are located north and east of the subject property. The proposed zoning is compatible with the surrounding C-4 zoning and variety of commercial and institutional uses.

LENGTH OF TIME PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER PRESENT CLASSIFICATION: The subject property has remained zoned for heavy commercial uses since 1958. The hotel and conference center was constructed in 1980 and used as a hotel until 2017. The building has remained vacant since 2017. A live-in care taker has remained on-site since this time to care for the building and grounds. Ultimately, the condition of the building will decline the longer the property sits vacant, which makes it more difficult to market the property for another hotel or other suitable commercial uses. The paid on-site caretaker is one reason the property and building have remained in decent condition since it has been vacant. However, keeping this on-site caretaker to care for an abandoned building is not a foreseeable option for the long term future.

CONFORMANCE TO COMPREHENSIVE PLAN: The subject property is located at the southwest edge of a *Small Commercial Node* as described by the Land Use and Growth Management Plan - 2040. The plan describes policies for concentrating medium or higher density housing around the edges of a commercial corridor and commercial nodes (Pg. 45). The plan also indicates although the dominate character of an area may be commercial, this character should not preclude the mixing of uses as a component of a development or redevelopment of the commercial area. (pg. 48). Additionally, the plan encourages compact growth that includes a mix of housing choices and higher residential densities as this promotes compact growth and uses existing infrastructure and services (pg. 36). For these stated reasons, the proposed adaptive re-use is in conformance with the policies of the Comprehensive Plan.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES OF WHICH IT HAS BEEN RESTRICTED: The subject property and building have remained vacant since at least 2017. The layout and design of the hotel make it difficult to re-use the building for commercial uses allowed in C-4 zoning other than another hotel and conference center. That being said, there is a sufficient supply of “C-4” Commercial zoning and hotel rooms throughout the City making it more difficult to market the subject property as restricted by the present zoning.

THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES: Removal of the present restrictions should have very little, if any, detrimental impacts on nearby properties. In the long-term, a property that is used and maintained has a better outcome on surrounding properties than a property that remains vacant, not maintained, and is left abandoned. There is always the potential there may be some limited impact on adjacent offices from a higher concentration of residents living nearby (e.g. vandalism) and changes in property value. However, the effect of zoning on property value and crime is difficult to connect and this claim is not substantiated. It is generally understood, that the longer the building remains vacant and under-used in its current state, the more likely it is to be vandalized, which will have a negative impact upon surrounding properties. The subject property has sufficient on-site parking to accommodate the predominantly studio to one-bedroom apartments, which means there will be very little parking on the street. As an additional measure, the applicant indicated decorative fencing will surround the site as a security precaution.

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 hardship imposed upon the individual landowner is the longer length of time the building sits vacant or unoccupied and is not being maintained, the less marketable it becomes for another hotel user. The building is not adaptable for other C-4 commercial uses and there is documented oversupply of lower classification hotel rooms in Topeka, which makes it difficult to market property as zoned. The primary reason the hotel has remained in suitable condition until this time, is that it is being cared for by an on-site resident. However, the longer it remains vacant the less viable, and more difficult, it becomes to keep the building suitable for other uses. Additionally, the longer it sits vacant, the more costly it is to maintain the building and the cost of keeping the on-site caretaker is not a viable option. Alternatively, there is a gain to the public health, safety and welfare by preserving and re-adapting the existing hotel for

“workforce housing”, which is a documented need in Topeka based on the City’s recent housing study. The new use is perfectly situated to take advantage of the nearby public transit and bikeways network, which many of its residents will rely upon.

AVAILABILITY OF PUBLIC SERVICES: Utilities are available and serve the property.

STAFF RECOMMENDATION:

RECOMMENDATION: Based on the above findings and analysis Planning Staff recommends approval of the zoning reclassification from “C-4” Commercial District TO “M-3” Multiple Family Dwelling 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 “M-3” Multiple Family Dwelling District.

Exhibits:

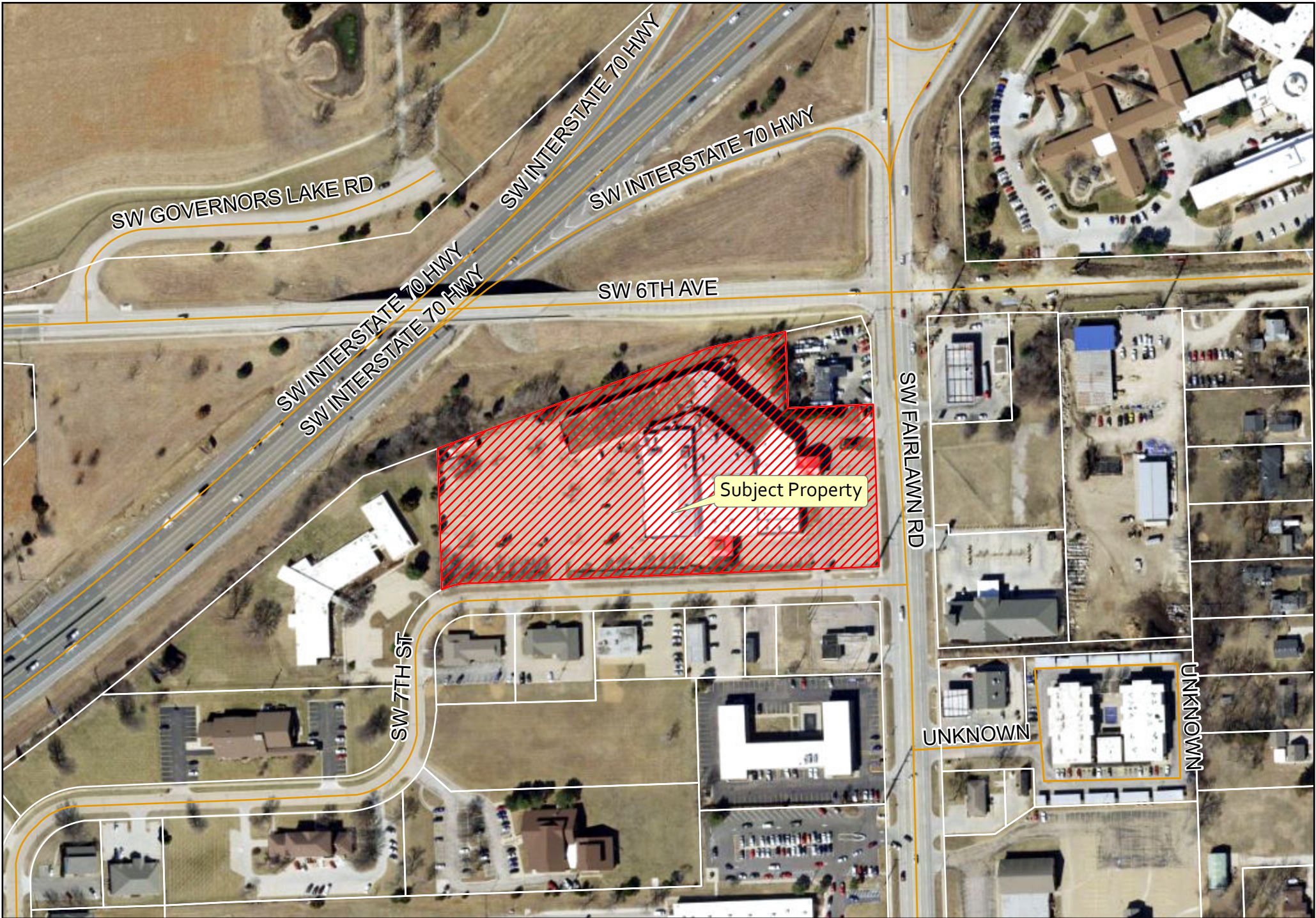
Aerial map

Zoning map

Future land use map

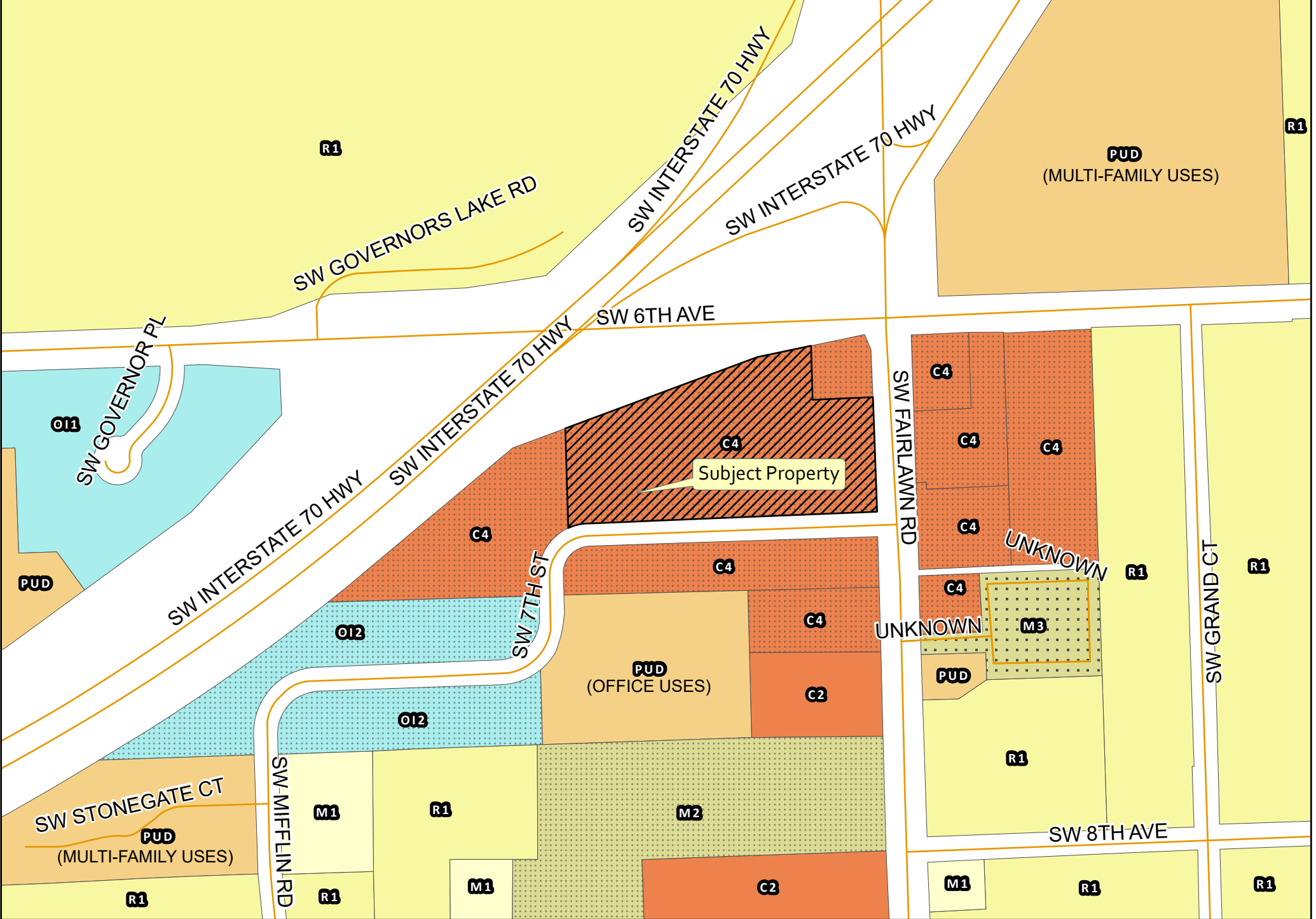
NIM Summary and Attendance

ⁱ “Workforce housing” - Workforce housing is targeted to people with income levels ranging from 60% to 120% of Area Medium Income (AMI). In contrast, the term affordable housing is generally used for households whose income is less than 60% of AMI.



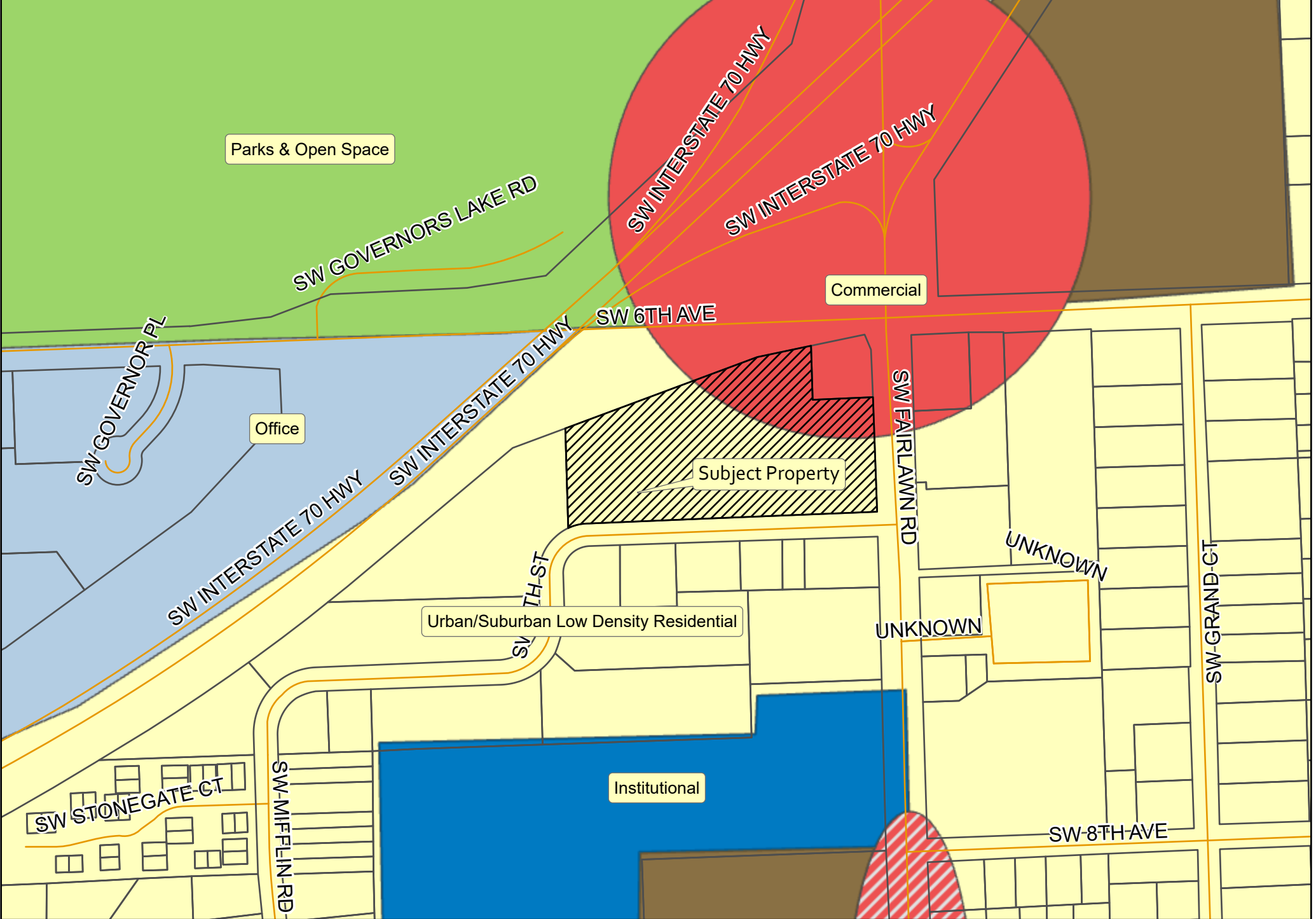
Z20/02 BY: FLYWHEEL FAIRLAWN LLC





Z20/02 FLYWHEEL FAIRLAWN LLC (ZONING MAP)





Z20/02 FLYWHEEL FAIRLAWN LLC (FUTURE LAND USE MAP)



Plato's Cave Topeka**Public Meeting held 6:00pm, July 28, 2020 via Zoom****Attendees (online):**

Corey Dehn, AIA	Architect / Owners Rep; Schwerdt Design Group
Annie Driver	City of Topeka
Brent Trout	City of Topeka
Doug Rosencutter	Nearby property owner
Jon Newman	Nearby property owner representative
Josh Brohaugh	Nearby property owner representative
Joe Prokop	Nearby property owner

Minutes:

1. Annie described we desire to change from a C4 to M3 multi family to facilitate a change of use from current hotel to apartments.

2. Corey Described the owners plans for the property:

- The owner previously looked into remodeling the hotel into a higher end hotel. After many meetings and looking at studies it was determined that the Topeka market would not support that so they changed gears when they saw that we did need lower cost market rate housing.
- Plan to remodel building into studio, 1 bedroom and 2 bedroom apartments.
- They will have resident on site management.
- These will be lower cost apartments but NOT section 8 or government subsidized. They will be privately funded, lower priced market rate.
- They plan to install a decorative architectural aluminum fence around the entire property for the safety of their residence. We do not know if we will gate any of the current 3 entrances. This is NOT a chain link fence.
- The owner is working on a similar project in Branson, MO. That project is different in that Branson has a large amount of transient and foreign workers who come in for just the tourist season then leave. The Topeka project is geared toward year round full time residence.
- The facility is planning on including amenities like fitness room, on site rentable storage (within the existing building), larger kitchens for residence to use, co-working / public office spaces for use by the residents.





Questions by property owners:

1. What are the terms of the lease: *A: The owner is targeting longer term leases. Also, workers who may be in town for a specified amount of time, ie. Construction workers working on a project.*
2. Are there income requirements? (not answered during meeting) *A: Yes, they will have to demonstrate that they have a job and are able to pay their lease.*
3. Will background checks be done? (not answered during meeting) *A: Yes, background checks will be completed on all residence who apply. This would include credit, criminal, predator list, etc.*
4. Will this change the property tax structure, ie. Will it change adjacent property values? *A: There has currently been a full time caretaker living on site since the hotel closed which has kept the property maintained and protected. If he was not there it is very likely that the appearance would not be as good as it is now and could have already negatively affect property values prior to the current owner purchasing the property. We believe that moving forward with this project will allow the property to be well maintained which should help maintain or enhance adjacent property values.*
5. Who is the owner? *A: The building's owner is Flywheel Capitol out of Denver. The developer is Rebvlik, which is who developed Plato's Cave in Branson.*



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
September 15, 2020

DATE:	September 15, 2020		
CONTACT PERSON:	Bill Fiander, Planning and Development Director	DOCUMENT #:	PUD19/3A
SECOND PARTY/SUBJECT:	Wanamaker West PUD Plan Amendment No. 1	PROJECT #:	N/A
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, approving a major amendment to the Planned Unit Development (PUD) Master Plan for Wanamaker West on a 2.1 acre property located approximately 500 ft. west of the intersection of SW Wanamaker Road and SW 30th Terrace along the south side of SW 30th Terrace in order to add the use of “Indoor Recreation Type II” to the allowed (C-2 and I-1) uses indicated in the PUD Master Plan all being within the City of Topeka, Shawnee County, Kansas (PUD19/3A) (Council District No. 8)

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

(Approval will allow development of an indoor simulated golf recreation and entertainment facility within a commercially zoned area.)

VOTING REQUIREMENTS:

Governing Body Options:

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 of the proposed amendment to the PUD Master Plan relates to the suitability of the property for the proposed indoor simulated golf venue. Approval of the amended PUD master plan is recommended in part because:

- Many "C-2" Commercial uses allowed in the PUD are not likely to be commercially viable because the property is on a dead-end street and not readily visible from Wanamaker Road.
- The proposed recreation use will be indoors and at a scale that will be compatible with uses already allowed under the current C-2 zoning.
- No more traffic would be generated than what is already allowed under the current zoning.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

PUD19/3A is a request to amend the PUD Master Plan by adding "Indoor Recreation Facility Type II" to allow development of the property as an indoor simulated golf venue. The current PUD zoning allows "C-2" Commercial uses plus self-storage facilities and building and contractor offices/yards. "Indoor Recreation Type II" is only allowed by conditional use permit in C-2 zoning.

The applicant and owner conducted a Neighborhood Information Meeting on Monday, July 27, 2020. The neighboring property owner attending the meeting expressed concern about traffic from the adjacent car wash and the potential for the proposed use to exacerbate traffic. The proposed use is expected to generate no more traffic than uses already allowed under the current PUD.

The Topeka Planning Commission recommended approval on August 17, 2020 and the Planning Department recommends approval as indicated in the attached staff report.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Ordinance

Planning Commission Meeting Minutes August 17, 2020

Staff Report August 17, 2020

Aerial Map

Zoning Map

Future Land Use Map

Neighborhood Meeting July 27, 2020

PUD Master Plan Amendment #1

1 (Published in the Topeka Metro News _____)
2
3

4 ORDINANCE NO. _____
5

6 ORDINANCE introduced by City Manager Brent Trout amending the “District Map”
7 referred to and made a part of the Zoning Ordinances by Section 18.50.050 of
8 the Topeka Municipal Code, approving a major amendment to the Planned
9 Unit Development (PUD) Master Plan for Wanamaker West on a 2.1 acre
10 property located approximately 500 ft. west of the intersection of SW
11 Wanamaker Road and SW 30th Terrace along the south side of SW 30th
12 Terrace in order to add the use of “Indoor Recreation Type II” to the allowed
13 (C-2 and I-1) uses indicated in the PUD Master Plan all being within the City
14 of Topeka, Shawnee County, Kansas (PUD19/3A) (Council District No. 8)
15

16 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS:
17

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

21 Lots 3, 4, and 5, Block B, Wanamaker West Subdivision #2, Topeka, Shawnee County,
22 Kansas subject to:

- 23 **1.** Use and development of the site in accordance with the Planned Unit Development (PUD)
24 Master Plan for Wanamaker West – Amendment #1

25 Section 2. The PUD Master Plan for Wanamaker West – Amendment #1 shall be recorded
26 with the Shawnee County Register of Deeds in accordance with Section 18.190.060(b) of the Topeka
27 Municipal Code (TMC). Following the recording of the PUD Master Plan and prior to building
28 permit and/or land development on the site, site development plans shall be submitted for review and
29 administrative approval by the Planning Director.

30 Section 3. This Ordinance Number shall be fixed upon the “District Map”.

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

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

34 PASSED AND APPROVED by the Council of the City of Topeka, _____, 2020

35
36
37
38 ATTEST:
39
40
41

Michelle De La Isla, Mayor

Brenda Younger, City Clerk



CITY OF
TOPEKA

TOPEKA PLANNING COMMISSION

Monday, August 17, 2020

6:00PM – VIDEO CONFERENCE

CASE MINUTES

Members present: Brian Armstrong (Chair), Marc Fried, Corey Dehn, Wiley Kannarr, Jim Kaup, Katrina Ringler, Matt Werner (7)

Members Absent: Corliss Lawson, Ariane Messina (2)

Staff Present: Bill Fiander, Planning & Development Director; Mike Hall, Current Planning Manager; Annie Driver, Planner; Kris Wagers, Administrative Officer; Mary Feighny, Legal

PUD19/03A Wanamaker West Development PUD by: Cook, NT & Flatt, DW & Strobel, Kenneth E

Trust d/b/a CF&S PR, requesting a major amendment to the Master Planned Unit Development Plan (C-2 commercial uses and other specified uses limited to Self-Storage Types I & II and Building, Construction, & Mechanical Contractor Office) on the 2.1 acre property located on the south side of SW 30th Terrace at the end of the dead-end street to allow for Indoor Recreation Type II indoor simulated golf facility and accessory Drinking Establishment.

Mr. Armstrong called the case and Ms. Driver presented the staff report and staff recommendation for approval with conditions set for in the staff report.

Mr. Armstrong asked if 30th Terrace & Villa West Drive will be connected at some point in the future. Ms. Driver responded yes, that is the plan. The current applicants will be required to complete the road to the end of their property and make improvements to allow for turn-around.

Bryan Falk spoke representing the applicants. He explained that the property has been vacant and is rather difficult to fill based on its lack of frontage on a busy street. The owners intend to open a high-end indoor golf venue to be used year-round.

The applicants, Brandon & Lindsey Best, spoke expressing their excitement over the proposed project.

Mr. Kaup asked what the proposed building size would be and Mr. Falk responded that while that has yet to be finalized, he anticipates it being around 10,500 square feet.

Mr. Kaup asked if there would be outdoor activities. Mr. Falk explained that there will be a small patio in the back (likely less than 1,000 sq ft), but the golfing will all be indoors.

Mr. Armstrong declared the **public comment period open**. With nobody logged in to speak, he declared the **public comment period closed**.

Mr. Armstrong expressed support for the project as a good way to use the property. He anticipates it being well-received by the public.

Motion by Mr. Dehn to recommend to the Governing Body approval of the PUD Master Plan along with conditions listed in the staff report; **Second** by Mr. Fried. **APPROVED 7-0-0**

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

PLANNING COMMISSION DATE: Monday, August 17, 2020

**APPLICATION
INFORMATION**

APPLICATION CASE NUMBER/NAME:	PUD19/03A Wanamaker West PUD Master Plan – Major Amendment
REQUESTED ACTION / CURRENT ZONING:	Amending the PUD Master Plan to add “Indoor Recreation Facility Type II” as an allowed use. The PUD Master Plan currently allows “C-2” Commercial uses plus self-storage facilities and building and contractor offices/yards.
PROPERTY OWNER:	Cook, N T & Flatt, DW & Strobel, Kenneth E Trust D/B/A C F & S PR
APPLICANT REPRESENTATIVE:	Mr. Bryan Falk, Falk Architects
CASE PLANNER:	Annie Driver, Senior Current Planner
PROPERTY ADDRESS: & PARCEL I.D:	Property west of 6017 SW 30 th Terrace, approximately 500 ft west of the intersection of Wanamaker and SW 30 th Terrace, along the north side of SW 30 th Terrace. 1441701001009000
PARCEL SIZE(S):	2.11 Acres
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 proposed amendment to the PUD Master Plan.

**PROJECT AND SITE
INFORMATION**

PROPOSED USE / SUMMARY:	The amendment is needed to allow the potential buyer to construct an indoor golf simulation entertainment venue, which is classified in TMC18.60 as “Indoor Recreation Type II” and requires a CUP in the PUD Master Plan’s base “C-2” zoning use group. The PUD also allows the “drinking establishment” as an accessory use to the indoor golf simulation venue. Rather than applying for a CUP, the owner chose to amend the PUD Master Plan by adding language to the PUD Master Plan allowing the “indoor recreation type II”.
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DEVELOPMENT / CASE HISTORY:

The subject site is undeveloped and heavily wooded in the western portion of the property. The entire property was rezoned in 1997 from "PUD" with multi-family use to "O&I2" Office and Institutional. The eastern two-thirds of the property was also subsequently rezoned in 2007 from "O&I2" Office and Institutional District to "C-2" Commercial District. The property was rezoned from "C-2" to "PUD" in 2019 with the intention of allowing "Self-Storage, Building/Contractor Office and yard" in addition to other allowed "C-2" uses. The property was annexed in 1980 and platted in 1997. SW 30th Terrace has been constructed since 2009.

ZONING AND CHARACTER OF SURROUNDING PROPERTIES:

Zoning and land uses adjacent to the site are as follows:

North: "C-4" commercial district with the backside of the Hy-Vee grocery market. "O&I-2" zoning and vacant land immediately to the north.

West: Continuation of the "O&I2" office and institutional district, with vacant property immediately to the west of the site.

East: "C-2" Commercial District with recently-opened Club Carwash

South: The City of Topeka's corporate boundary lies along the south property line of the site. The land to the south is zoned "RR-1" Residential Reserve (Shawnee County unincorporated area zoning designation). The adjoining 50-acre property is generally vacant although there is a single-family residence located approximately 200 feet south of the subject site, with associated outbuildings.

COMPLIANCE WITH DEVELOPMENT STANDARDS AND GUIDELINES**BUILDING SETBACKS:**

Future buildings to be constructed on the site shall adhere to "C-2" Commercial building setbacks as follows:

- Front setback – 25 feet;
- Rear setback – 25 feet; and
- Side setback – 10 feet.

DENSITY & DIMENSIONAL STANDARDS:

Density & dimensional standards for the C-2 Commercial district apply to future development on the site in compliance with the following standards: 10,000 sq. ft. minimum lot area; maximum building coverage of 50%; minimum lot width of 50 feet; and maximum building size of 50,000 sq. ft.

TRANSPORTATION AND ACCESS:

SW 30th Terrace is designated as a local street, with the city's long-range plans anticipating its extension to the west, joining with SW Villa West Drive, also a local street which currently terminates south of SW 29th Street. SW 30th Terrace and SW Villa West Drive together comprise a designated bikeway within the Topeka Bikeway Master Plan and will provide connection between SW Wanamaker Road and SW 29th Street, enabling bicyclists to bypass the busy intersection of these two arterial roadways. A sidewalk is completed within the adjacent public right-of-way for a distance of approximately 2/3 of the subject

site's north property boundary and will be extended as part of this development.

The purpose of a Traffic Impact Analysis is to assess the need for public road improvements beyond what the current capacity of the roadway is able to accommodate. The current "C-2" zoning already allows for a restaurant/drinking establishment, which is a comparable use. A TIA is not typically required with a zone change or site plan unless certain warrants are met (e.g. new drive-through restaurant, gas station/convenience store, site generates 2,000 vehicle-trips/day or 200 vehicle-trips/peak hour.). The proposed use does not meet these warrants.

The proposed PUD Master Plan notates the need to complete SW 30th Terrace with an improved turnaround to align with the west property line of the subject property upon development of the site.

OFF-STREET PARKING:

Required off-street parking is determined by specific land use and not by the particular zoning district. The amount and placement of off-street parking will be determined during future Site Development Plan review and approval process.

DESIGN STANDARDS:

Building elevations will be subject to the City's Non-Residential Design Standards, unless stated otherwise on the Master PUD Plan.

LANDSCAPING:

The PUD Master Plan will be subject to the City's landscape requirements, with the PUD Master Plan also indicating that a mix of trees and shrubs shall be provided within a 5 ft. landscape setback along the street frontage and a residential screening buffer will be provided along the south boundary of the site.

SIGNAGE:

The PUD Master Plan requires that each sign shall be approved by separate sign permit application pursuant to the City's sign regulations for the "C-2" use group.

OTHER FACTORS

SUBDIVISION PLAT:

Platted as Lots 3, 4, 5, Block B, Wanamaker West Subdivision No.2.

UTILITIES:

City sanitary sewer and water service are generally available to the property, although a sewer line will need be extended from the east property line.

**FLOOD HAZARDS, STREAM
BUFFERS:**

None

HISTORIC PROPERTIES:

None

**NEIGHBORHOOD INFORMATION
MEETING:**

The applicant conducted a Zoom Video Conference neighborhood information meeting on Monday, July 27, 2020. The applicant, owners, and Planning staff attended the meeting. The notice was mailed to property owners within 500' and indicated how and where to access the link to attend the virtual meeting. One property owner across the east side of SW Wanamaker Road attended (outside notification area). The meeting summary is attached.

**REVIEW COMMENTS BY CITY DEPARTMENTS
AND EXTERNAL AGENCIES**

Public Works /Engineering:	No issues identified regarding the rezoning. The property owner will extend sanitary sewer at the time of site development
Water Pollution Control:	No issues identified regarding rezoning.
Fire Department:	No issues identified regarding rezoning.
Development Services:	Concerns will be addressed upon submittal of the application for the building permit.

KEY DATES

SUBMITTAL:	June 24, 2020
NEIGHBORHOOD INFORMATION MEETING:	July 27, 2020
LEGAL NOTICE PUBLICATION:	July 22, 2020
PROPERTY OWNER NOTICE MAILED:	July 24, 2020

STAFF ANALYSIS

CHARACTER OF THE NEIGHBORHOOD: The proposed PUD Master Plan is compatible with the existing and desired future character of the neighborhood which includes a mix of uses including commercial and office uses, as well as very low-density residential uses and unincorporated Shawnee County. The required Site Plan review and approval process, along with other PUD Master Plan provisions ensure that development impacts on surrounding properties, if any, will be mitigated and requirements for development are met. The PUD Master Plan stipulates provisions for landscape screening along the south and north property lines.

ZONING AND USE OF NEARBY PROPERTIES: The proposed zoning and potential uses are compatible with the zoning and use of nearby properties. The parcels adjacent to the subject property are classified "C-4"

Commercial, “C-2” Commercial, “O&I-2” Office & Institutional, and “RR-1” Residential. The backside of a Hy-Vee grocery store and newly opened Club Carwash are the only existing development immediately adjacent to the site. The standards of the PUD Master Plan help ensure development will be compatible with current and future development on surrounding properties.

LENGTH OF TIME THE PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER THE PRESENT CLASSIFICATION: The subject property is vacant and has never been developed. The property was annexed in 1980 and platted in 1997.

SUITABILITY OF USES TO WHICH THE PROPERTY HAS BEEN RESTRICTED: The current zoning is Planned Unit Development (PUD) with allowed uses to include C-2 uses, self-storage, and building contractor office. Allowed C-2 uses are of moderate to medium intensity and include but are not limited to offices, retail sales, restaurant, automobile repair, personal services, and health services. Considering the site was just rezoned one year ago little time has elapsed to determine it cannot develop for uses as presently restricted. The property is likely to be suitable for many of the uses to which it has been restricted. On the other hand, some C-2 uses, such as retail and restaurants, might not be commercially viable because of the site’s relative lack of visibility and adjacent traffic. Furthermore, the property has been vacant and unutilized since it was annexed in 1980 and platted in 1997, and the additional use of “indoor recreation Type II” allowed by the proposed amendment to the PUD also appears to be a suitable both in terms of its level of compatibility and commercial viability. The land use arrangement where the property fronts on to the rear side of the Hy-Vee store has clearly been a detriment to the development of the property as it is currently zoned and under the previous zonings.

CONFORMANCE TO THE COMPREHENSIVE PLAN: The Topeka Land Use and Growth Management Plan 2040 (LUGMP) includes the subject property and adjacent properties as Office within the future land use map. However, a Commercial Node is designated for the arterial intersection of SW Wanamaker and SW 29th. The nodal designation on the map allows for some extension of commercial uses past what is actually depicted on the general future land use map. The effect of the PUD conditions will allow for a suitable transition to the low-density residential area located immediately to the south that is within unincorporated Shawnee County. The newly-constructed carwash located immediately to the east of the site also reduces any transitional benefit that may be derived from an office use in subject location. The proposed “indoor recreation facility, type II” serves as an appropriate use between the C-4 zoned shopping center and low density residential uses to the south that is adjacent with the car wash facility. The LUGMP plan also promotes policies that encourage development where infrastructure is already in place. SW 30th Terrace was constructed in 2009 to serve the lots that were platted for development purposes in 1997 and the property has ever since remained undeveloped.

THE EXTENT TO WHICH REMOVAL OF RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES: Removing the present restrictions to allow for only the one additional use of “Indoor Recreation Type II” will have very little or no detrimental effect on nearby properties. The present “C-2” zoning already allows comparable, or even more intense, commercial uses as compared with the proposed indoor recreation venue (such as, restaurants, fast-food drive-throughs, gas station/convenience stores, vehicle car washes). All recreational activity associated with this venue will be enclosed in the building and for this reason staff believes it is more comparable to a restaurant with accessory drinking establishment and will have little impact on adjacent properties. There is existing natural vegetation along the south property line. If a landscape screening buffer is not already provided along the length of the south property line, the property owner will be required to install such buffer at the time of site plan review since the site abuts residential zoning and use.

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: Approval of the proposed zoning change to PUD will allow a vacant property to be utilized for additional potential uses that are in demand within the city and region. Denial of the zone change

may result in the property continuing to remain vacant and not enable increased utilization of the existing infrastructure that was constructed near 2009 along SW 30th Terrace.

AVAILABILITY OF PUBLIC SERVICES: All essential public roadways, utilities, and services are currently present available within the area or will be extended at the expense of the developer.

COMPLIANCE WITH ZONING AND SUBDIVISION REGULATIONS: The Wanamaker West Development PUD Master Plan establishes developments standards and guidelines as indicated. The property is part of the "Wanamaker West Subdivision No.2." A re-plat is not required.

STAFF RECOMMENDATION

Based upon the above findings and analysis, Planning staff recommend **APPROVAL** of the PUD Master Plan, **subject to:**

1. Use and development of the site in accordance with the **Wanamaker West Planned Unit Development Master Plan-Amendment #1** as recorded with the office of the Shawnee County Register of Deeds.
2. Revising Note #4 under Fencing& Landscaping to state at beginning: *"In addition to the requirements of TMC18.235. . ."*

PLANNING COMMISSION MOTION: Based on the findings and analysis in the staff report I move to recommend to the Governing Body **APPROVAL** of the PUD Master Plan along with conditions.

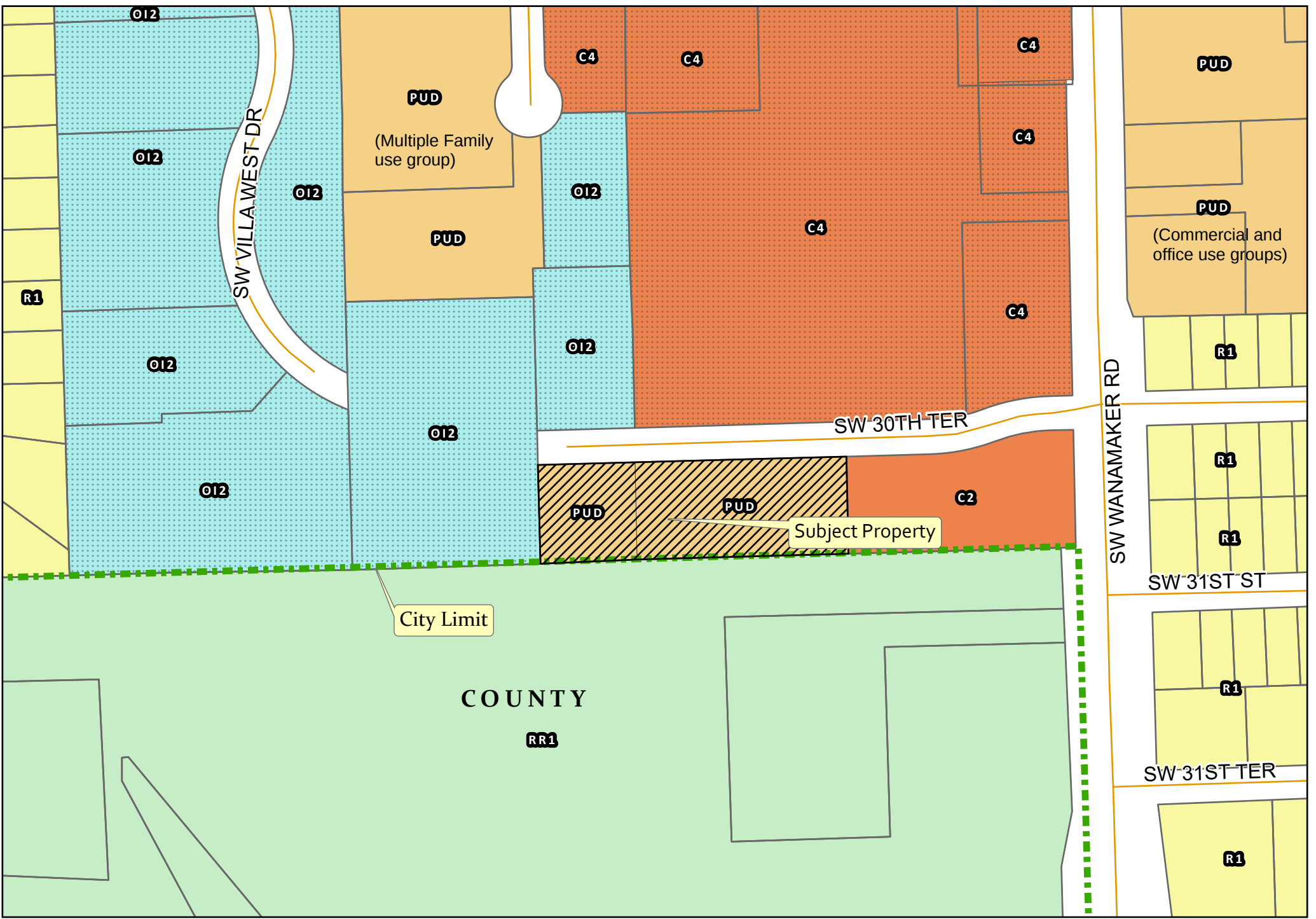
ATTACHMENTS:

Aerial Map
Zoning Map
Future Land Use Map
PUD Master Plan



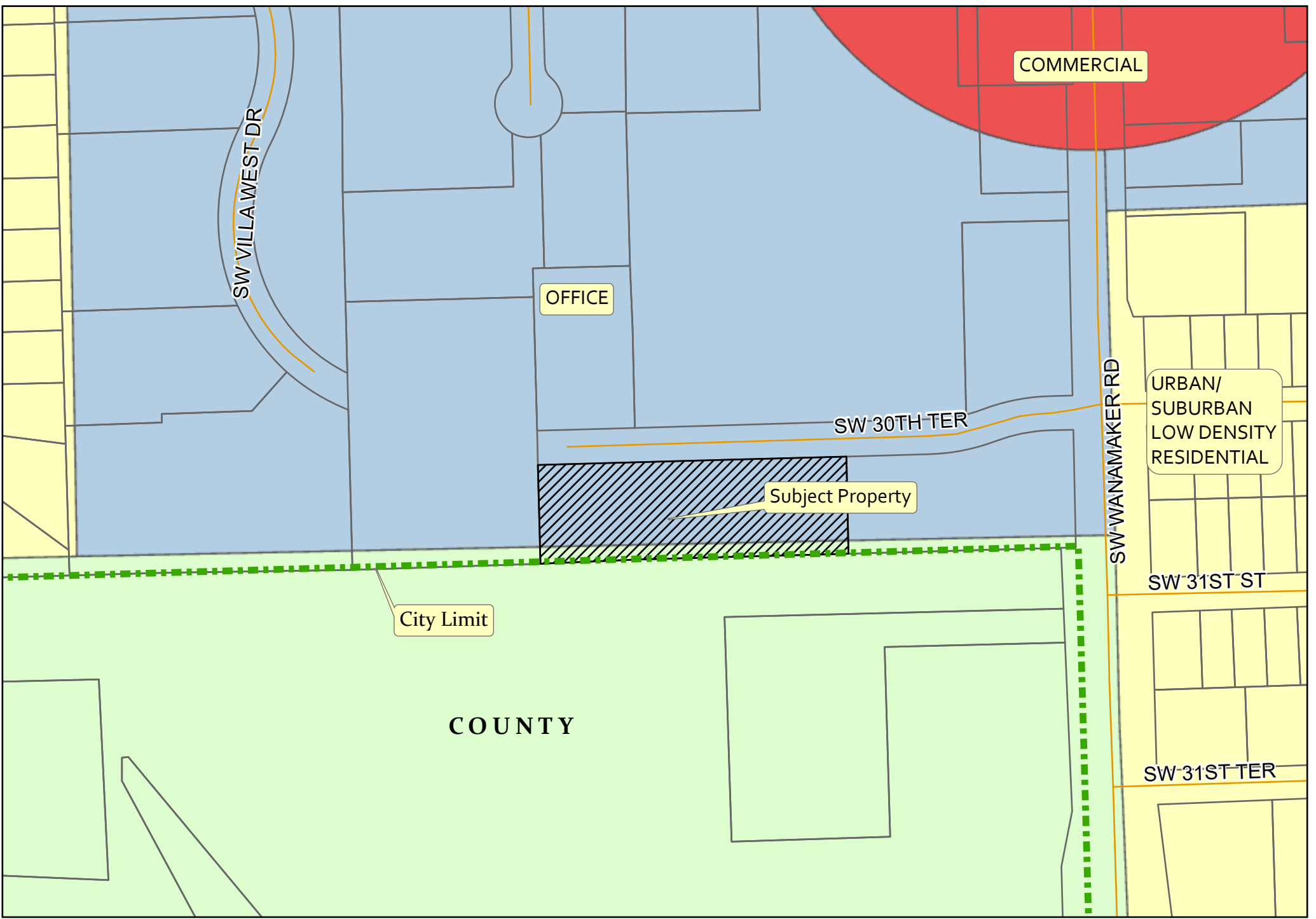
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PUD19/3A BY: WANAMAKER WEST PUD MASTER PLAN
(ZONING MAP)





PUD19/3A BY: WANAMAKER WEST PUD MASTER PLAN
(FUTURE LAND USE MAP)



7/28/2020

Bryan Falk
Falk Architects Inc.
602 SW 6th Ave. #1, Topeka KS 66603

Annie Driver, AICP
City of Topeka Planner
620 SE Madison, Topeka KS, 3rd Floor

Annie,

At 6:30 pm on July 27th 2020 we held a Neighborhood Information Meeting via Google Meet-Up for Case #PUD19/03A. An invitation to the meeting was mailed to all businesses and residences that were within 500' of the project and neighborhood association representatives within ½ mile. A City Planning provided sign was placed on the property to notify neighbors of the process.

Attending the meeting were the following individuals: Annie Driver, Mike Hall, Brent Trout, Jake King, Brandon Best, Bryan Falk, and Gary Nantz.

Annie Driver and Bryan Falk summarized the changes to the PUD that were being proposed for approval.

Bryan Falk summarized the proposed project.

Gary Nantz was the only person that was not representing the project or the City to attend the meeting. Gary lives at 5979 SW 30th Terrace. Gary expressed a concern about the loudness of the adjacent car wash property that was recently built. Gary also asked if a traffic impact study was being required as part of this project.

Planning stated they would review whether a traffic impact study would be required.

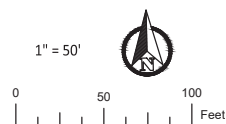
No other questions or concerns were mentioned so the meeting was adjourned at approximately 6:55 pm.

Thank you,

Bryan Falk
Architect/Project Manager
Falk Architects Inc.

COOK, N T & FLATT, DW & STROBEL, KENNETH E TRUST D/B/A C F & S PRTNSHIP
PROPERTY ADDRESS
6017 SW 30TH TER
TOPEKA, KS 66614

JULY 24, 2020



LOTS 3, 4, AND 5, BLOCK "B", WANAMAKER WEST SUBDIVISION NO. 2, IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 12 SOUTH, RANGE 15 EAST OF THE 6TH P.M., IN THE CITY OF TOPEKA
SHAWNEE COUNTY, KANSAS.

TO PROVIDE FOR DEVELOPMENT IN ACCORDANCE WITH THE C-2 ZONING CLASSIFICATION AND LIMITED STORAGE USES IN A MANNER COMPATIBLE WITH SURROUNDING ZONING AND LAND USE.

1. THE STANDARDS APPLICABLE TO THE DRAINAGE OF C-2 SHALL APPLY UNLESS OTHERWISE STATED.
2. NO BUILDING PERMITS SHALL BE ISSUED UNTIL A SITE PLAN REVIEW APPLICATION PURSUANT TO TMC 18.260.060(C), FOR DEVELOPMENT MEETING THE APPLICABILITY CRITERIA IN TMC 18.260.030 HAVE BEEN REVIEWED AND APPROVED BY THE PLANNING AND DEVELOPMENT DIRECTOR AND OTHER CITY DEPARTMENTS PRIOR TO SUBMITTAL FOR BUILDING PERMITS. THE SITE PLAN SHALL ADDRESS OFF-STREET PARKING AND CIRCULATION, FIRE PREVENTION, LANDSCAPING, EXTERNAL LIGHTING, BUILDING ARCHITECTURAL ELEVATIONS, STORMWATER MANAGEMENT AND RELATED EASEMENTS, COMPATIBILITY WITH ADJACENT DEVELOPMENT, UTILITIES, ETC.
3. NO BUILDING PERMITS SHALL BE ISSUED UNTIL STORMWATER MANAGEMENT PLANS ARE MET AND APPROVED, INCLUDING GRANTING OF ANY NECESSARY STORMWATER MANAGEMENT EASEMENTS.
4. PURSUANT TO TMC 18.190, THE APPLICANT MUST RECORD THE PUD MASTER PLAN WITH THE SHAWNEE COUNTY REGISTER OF DEEDS WITHIN SIXTY (60) DAYS UPON APPROVAL OF THE GOVERNING BODY. FAILURE BY THE APPLICANT TO RECORD THE PLAN WITHIN THE PRESCRIBED TIME PERIOD AND PROVIDE THE PLANNING DEPARTMENT WITH THE REQUIRED NUMBER OF COPIES OF THE RECORDED PLAN WITHIN NINETY (90) DAYS OF THE DATE OF ACTION BY THE GOVERNING BODY SHALL RENDER THE ZONING PETITION NULL AND VOID.
5. ALL REGULATIONS OF TITLE 18, TOPEKA MUNICIPAL CODE APPLY UNLESS STATED OTHERWISE HEREIN.
6. OUTDOOR STORAGE SHALL BE LIMITED TO OPERABLE AND LICENSED VEHICLES, AND MATERIALS INCIDENTAL TO THE OPERATION OF A CONTRACTOR'S SHOP OR OFFICE. OUTDOOR STORAGE AREAS SHALL BE EFFECTIVELY AND COMPATIBLY SCREENED FROM VIEW FROM OTHER PROPERTIES OR PUBLIC RIGHT-OF-WAY.

1. WATER AND SEWER WILL BE PROVIDED BY CITY OF TOPEKA. ALL REQUIRED PUBLIC IMPROVEMENTS SHALL BE COMPLETED BY THE DEVELOPER AT THE TIME OF SITE DEVELOPMENT PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
2. THE FIRE DEPARTMENT SHALL REVIEW AND APPROVE FUTURE PLANS SHOWING FIRE HYDRANT LOCATIONS AND FIRE ACCESS PRIOR TO THE START OF CONSTRUCTION.
3. LIGHTING SHALL BE FULL CUT OFF, SHIELDED & RECESSED WITH CUT-OFF ANGLES TO PREVENT THE CAST OF LIGHTING BEYOND THE PROPERTY & NOT EXCEED 3 FOOT CANDLES AS MEASURED AT THE PROPERTY LINE.
4. ALL UTILITIES SHALL BE PLACED UNDERGROUND PURSUANT TO THE CITY'S RIGHT-OF-WAY MANAGEMENT STANDARDS.

1. ALL IMPROVEMENTS REQUIRED BY THE CITY TRAFFIC ENGINEER SHALL BE COMPLETED BY THE DEVELOPER PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. IMPROVEMENTS SHALL INCLUDE THE CONSTRUCTION OF SW 30TH TERRACE TO A POINT ADJACENT TO THE WEST LOT LINE OF LOT 5 AS REQUIRED BY CITY OF TOPEKA PUBLIC WORKS DEPARTMENT.
2. A 40 FT. SIGHT TRIANGLE, MEASURED FROM THE FACE OF CURB EXTENDED, SHALL BE MAINTAINED AT ALL ENTRANCES; NO OBSTRUCTIONS GREATER THAN 30 (THIRTY) INCHES ABOVE GRADE OF AN ADJACENT STREET OR ENTRANCE MAY BE PLACED WITHIN THIS AREA.
3. ALL NEW DRIVES, STREETS, PARKING AREAS, APPROACHES AND WALKS SHALL BE CONSTRUCTED TO CITY OF TOPEKA STANDARDS.
4. ALL DRIVES, LANES & PRIVATELY OWNED ACCESS WAYS PROVIDING ACCESSIBILITY TO STRUCTURES, BUILDINGS AND USES WITHIN THE PLANNED UNIT DEVELOPMENT SHALL BE CONSIDERED AND SERVE AS MUTUAL RIGHTS OF ACCESS TO OWNERS, TENANTS, INVITED GUESTS, CLIENTS, EMPLOYEES, CUSTOMERS, SUPPORT AND UTILITY 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).

1. EACH SIGN SHALL BE APPROVED BY SEPARATE SIGN PERMIT APPLICATION.
2. TMC 18, DIVISION 2 SIGNS SHALL GOVERN ALL OTHER SIGNS UNLESS SPECIFICALLY STATED HEREIN FOR THE C-2 USE GROUP

1. LANDSCAPING SHALL BE PROVIDED CONSISTENT WITH TMC 18.235 LANDSCAPE REGULATIONS. THE SPECIFIC POINTS, TYPES AND QUANTITIES SHALL BE APPROVED BASED ON THE LANDSCAPE PLANS THAT ARE SUBMITTED AT THE SITE DEVELOPMENT PLAN REVIEW STAGE.
2. THE CARE, MAINTENANCE, AND OWNERSHIP OF COMMON OPEN SPACE, PARKING AREAS, UTILITIES, PRIVATE STREETS, ACCESS WAYS, STORMWATER MANAGEMENT EASEMENTS, FENCING, AND LANDSCAPING SHALL BE THE RESPONSIBILITY OF THE OWNERS. ALL LANDSCAPING SHALL BE INSTALLED PURSUANT TO PHASING SCHEDULE AND PROPERLY MAINTAINED. IF ANY PORTION OF THE LANDSCAPED MATERIAL DIES, IT SHALL BE REPLACED BY THE NEXT PLANTING SEASON.
3. FENCING WITHIN 25 FEET OF THE PERIMETER OF THE SITE SHALL CONFORM TO THE FOLLOWING: 1) A MAXIMUM HEIGHT OF 6 FEET; AND 2) MATERIALS CONSISTING OF EITHER DECORATIVE CHAIN LINK IN BLACK OR DARK GREEN (USE OF SLAT INSERTS PROHIBITED), DECORATIVE VINYL, DECORATIVE METAL, BRICK OR STONE MASONRY, OR DECORATIVE SPLIT-FACED CONCRETE MASONRY UNITS (CMU).

In addition to the requirements of TMC 18.235:

- a. A MIX OF EVERGREEN TREES, SHRUBS, AND DECIDUOUS MEDIUM OR LARGE TREES SHALL BE PROVIDED WHERE THE BUILDING AND/OR DEVELOPED AREA IS IMMEDIATELY ADJACENT TO RESIDENTIAL PROPERTIES.
- b. FOR ALL SELF-STORAGE, CONTRACTOR STORAGE, AND OUTSIDE STORAGE USES A MIX OF EVERGREEN TREES, SHRUBS, AND DECIDUOUS 'LARGE' TREES SHALL BE PROVIDED ALONG THE PROPERTY STREET FRONTAGE. OUTDOOR STORAGE SHALL BE SCREENED FROM VIEW FROM SW 30TH TERRACE BY INSTALLATION OF A FENCING AND LANDSCAPING.
- c. FENCING ALONG SW 30TH TERRACE SHALL BE SET BACK BEHIND THE PROPERTY LINE AND A MINIMUM OF 5 FEET BEHIND THE EDGE OF THE SIDEWALK. SHRUBS AND/OR TREES MAY BE REQUIRED BETWEEN THE FENCE AS PART OF AN APPROVED SITE DEVELOPMENT PLAN.

1. BUILDING ELEVATIONS TO BE APPROVED AT THE TIME OF SITE DEVELOPMENT PLAN REVIEW FOR TYPE A AS INDICATED FOR THE BASE C-2 USE GROUP.
2. STORAGE BUILDINGS MAY BE EXEMPTED FROM THE DOORS AND WINDOWS REQUIREMENTS OF THE NON-RESIDENTIAL BUILDING DESIGN STANDARDS OF TMC CHAPTER 18.275 PROVIDED ELEVATIONS ARE PROPERLY SCREENED BY ATTRACTIVE FENCING AND/OR LANDSCAPING.

- SITE AREA: 2.11 ACRES
- PROPOSED ZONING: PLANNED UNIT DEVELOPMENT (PUD) WITH C-2 USE GROUP, WITH OTHER SPECIFIC USES LIMITED TO INDOOR RECREATION TYPE II, INCLUDING AN INDOOR SIMULATED GOLF FACILITY AND ACCESSORY DRINKING ESTABLISHMENT, SELF-STORAGE TYPE(S) I AND II AND BUILDING, CONSTRUCTION, & MECHANICAL CONTRACTORS OFFICE.
- MINIMUM LOT AREA: 10,000 SF
- MAXIMUM BUILDING COVERAGE RATIO: 85%

BOOK _____ PAGE _____
DATE _____ TIME _____

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 AND AS SET FORTH ON THIS DOCUMENT OR AS MAY SUBSEQUENTLY BE APPROVED AND RECORDED.

BILL FIANDER, PLANNING & DEVELOPMENT DIRECTOR

DATE _____

THE KANSAS UNIVERSITY ENDOWMENT ASSOCIATION, OWNER, AGREES TO COMPLY WITH THE CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE PUD MASTER PLAN.

IN TESTIMONY WHEREOF: THE OWNERS OF THE ABOVE DESCRIBED PROPERTY, THE KANSAS UNIVERSITY ENDOWMENT ASSOCIATION, HAS
SIGNED THESE PRESENTS THIS _____ DAY OF _____, 2019.

DALE SEUFERLING, PRESIDENT,
THE KANSAS UNIVERSITY ENDOWMENT ASSOCIATION

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 DALE SEUFERLING, PRESIDENT, THE KANSAS UNIVERSITY ENDOWMENT ASSOCIATION, 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:

CF&S PARTNERSHIP, OWNER, AGREES TO COMPLY WITH THE CONDITIONS AND RESTRICTIONS AS SET FORTH ON THE PUD MASTER PLAN

IN TESTIMONY WHEREOF: THE OWNERS OF THE ABOVE DESCRIBED PROPERTY, CF&S PARTNERSHIP, HAS SIGNED THESE PRESENTS THIS _____ DAY OF _____, 2019.

STEVE FLATT, MANAGING MEMBER

CF&S PARTNERSHIP

STATE OF KANSAS) ss

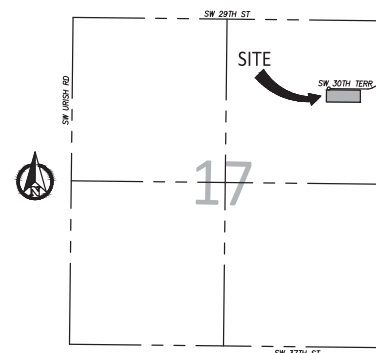
COUNTY OF SHAWNEE) ss

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____ 2019, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME STEVE FLATT, MANAGING MEMBER, CF&S PARTNERSHIP, 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

PUD 19 / 03

PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN

WANAMAKER WEST DEVELOPMENT

AMENDMENT NO. 1



ENGINEERS

2930 SW Woodside Dr, Topeka, KS 66614
o: 785-272-4706 f: 785-272-4736

\\shared drives\195099\CADD\Platting Zoning and Legal Survey\195099 PUD Amend 1.dwg



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
September 15, 2020

DATE: September 15, 2020
CONTACT PERSON: Brent Trout, City Manager DOCUMENT #:
SECOND PARTY/SUBJECT: 2020 Budget Update PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: Discussion 09-15-2020 JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

UPDATE on the City of Topeka 2020 Operating Budget.

VOTING REQUIREMENTS:

No action is required by the Governing Body.

POLICY ISSUE:

Staff will provide an update on the 2020 year-end budget forecast.

STAFF RECOMMENDATION:

Discussion only. Staff is making no recommendation.

BACKGROUND:

An update will be provided on the impact of the Public Health Emergency COVID-19 on the City's 2020 Operating Budget

BUDGETARY IMPACT:

Updates on revenue and expenditure expectations will continue as more information becomes available.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Administrative and Financial Services Memo 091120



MEMORANDUM

Administrative and Financial Services Office

To: Brent Trout, City Manager

From: Jessica Lamendola, Director of Administrative and Financial Services

Steve Wade, Budget Director

Date: September 11, 2020

Subject: 2020 Operating Budget – Yearend Forecast

The Finance staff has completed its analysis of the available financial and economic information through August 31, 2020 for the City's General Fund (GF). The General Fund is the City of Topeka's primary operating fund and is comprised of a number of departments such as City Council, Mayor, Police, Fire, Executive, Public Works, and various other City functions. It receives the largest portion of the mill levy to support various services throughout the City. This budget update focuses on the GF. Other funds will be provided in another communication.

The current forecast for the GF indicates that the City will end the year with revenue under budget by approximately \$2.8 million. While sales tax has outperformed the expectations that were discussed in May, other revenue sources experienced negative pressure. The current sales tax forecast is more optimistic compared to prior updates, but we caution that there is insufficient data to accurately predict consumer spending behavior during a prolonged recession and/or a prolonged public health emergency.

In anticipation of a revenue shortage, the City implemented several expense-saving initiatives. These included a hiring freeze citywide, except for specially approved positions, implementation of a health payment holiday, and participation in the state's workshare program. Contractual services is projected to end the year above budget while commodities is essentially flat to budget.

At current levels, we anticipate \$1.4 million of vacant position savings between now and the end of the year. The city can save \$709,089 if another set of health holidays is implemented. With these additional savings, the City would end 2020 with a shortfall of approximately \$356,280.

Fiscal 2019 ended with GF unassigned reserve balance of \$21.43 million or 22.9 % of GF revenue. The City's current reserve policy is to maintain an unassigned reserve balance of no less than 15% but a target of 20%. The City could utilize approximately \$2 million of fund balance and still be compliant with its internal reserve policy target.

Revenue Forecast Assumptions:

- **Property Tax** continues to be a dependable revenue overall. Current property tax collections is close to expectation while delinquent tax payments have slowed since the beginning of 2020. During the last ten years, including the great recession, the current delinquency rates did not exceed 4% (2013).
- **Motor Vehicle AV** is considered a fairly resilient and dependable revenue. Following the great recession, this revenue source experienced a 5% decline in 2010. Current projections assume full collection of this revenue item. Both new and used car sales faced challenges during the second quarter, however recent sales tax data indicates that the third quarter has been stronger.
- **Sales Tax** is considered an economically sensitive revenue as it is fully dependent upon economic activity within the local economy. This revenue source has been the most surprising during the public health emergency as collections have remained fairly stable and compensating use tax has experience strong year over year growth. If collections continue its current pattern, the City will end the year close to budget.

The initial economic stimulus helped support consumer spending and without additional support, this may negatively impact future spending behavior. The forecast presented today assumes that the current spending behavior will continue throughout the rest of 2020 with sales tax within 5% of the prior month (year over year) and compensating use tax growth experiencing 30% monthly (year of year) growth for the third quarter and flat growth for the fourth quarter. However, if consumer spending were to go down, the City's yearend revenue collection would as well.

- **PILOTs** are payments made to the City based upon agreements with City utilities or agreements with outside agencies where they have been granted a tax abatement.
- **Franchise Fees** are revenue received from local utilities based on a percentage of the revenue generated at local utilities. The largest franchise fee contributors have faced revenue challenges as a result of the public health emergency. For example, when large industrial power users shutdown in the spring this reduced their use of power. As a result energy providers experienced lower revenue. We expect 2020 will end the year between 2018 and 2019. City staff will continue to reach out to these entities.
- **License & Permits** are largely building permit fees. The first half of 2020 performed as expected at the beginning of the year. However, the second half of 2020 seems to reflect a slowdown in larger private project activity but for one very large project (WalMart distribution facility). This revenue source experienced an approximate 15% decline in 2010 when compared to 2009. We will continue to monitor bank and lending activity to assess whether this needs to be taken down further. Commercial permits are down 30% year over year and August was the worst "August", based on value of construction, in over four years. In addition, there are no large projects expected to enter the permit phase during the remaining part of 2020.
- **Intergovernmental** revenue is the state liquor tax that is placed on poured alcoholic drinks. The forecast assumes the budgeted amount as both the first and second quarter collections were close to expectations.

- **Fees** include Administrative Fees that other funds pay to the General Fund and fees associated with the zoo. The zoo is expected to end the year approximately \$400,000 under budget.
- **Municipal Court Fees** are performing close to expectations.
- **Special Assessments** revenue is largely generated by fines placed on residences. The year is performing close to budget.
- **Miscellaneous** revenue is largely investment income. The City has a fairly robust and active investment strategy and has locked into rates for the majority of its investable assets for the entire year. However, for the sake of this forecast, it is assumed that all callable securities will be called and reinvested at half the current return.
- **Other** revenue is driven by the sale of City assets. This has not been adjusted down from the 2020 Adopted Budget.

Expense Forecast:

Personnel Related Savings

Already Achieved Personnel Savings	
Health Holiday	709,089
Savings Related to Vacant Positions	1,529,814
Projected Personnel Savings	2,238,903
December Health Holiday	709,089
Projected additional benefits savings	1,414,008
Total Forecast Year Personnel Savings	4,362,000

2020 Year End Projections		
General Fund Revenues	Adopted Budget	2020 Forecast
Ad Valorem Taxes	28,179,816	27,634,586
Motor Vehicle AV	2,551,778	2,551,778
Sales Tax	31,191,569	31,468,436
PILOTS	7,810,521	7,799,228
Franchise Fees	14,689,541	13,477,408
Licenses and Permits	1,722,492	1,361,519
Intergovernmental	1,253,897	1,145,750
Fees	4,832,157	4,432,157
Municipal Court	2,500,000	2,314,000
Special Assessments	285,000	285,000
Misc.	1,258,080	1,100,000
Other	220,694	87,524
Total Revenues	96,495,545	93,657,387
General Fund Expenditures		2020 Forecast
Personal Services	77,601,091	75,362,188
Contractual Services	18,066,906	18,419,663
Commodities	2,362,745	2,390,110
Capital Outlay/Transfers	(35,197)	(35,197)
Total Expenditures	97,995,545	96,136,764
Sep-Dec. Expense Reduction Forecast		2,123,097
Forecast Yearend Budget Surplus (Deficit)	(1,500,000)	(356,280)



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Topeka, Kansas 66603
www.topeka.org
September 15, 2020

DATE: September 15, 2020
CONTACT PERSON: Braxton Copley DOCUMENT #:
SECOND PARTY/SUBJECT: Utilities Stormwater PROJECT #:
Program Revisions
CATEGORY/SUBCATEGORY 013 Ordinances - Codified / 146 Utilities
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION regarding proposed City of Topeka stormwater management code provisions.

(Code amendments would authorize the Utilities Director to adopt a Stormwater BMP Design Policy Handbook, Design Criteria and Drafting Standards.)

VOTING REQUIREMENTS:

Discussion only. No action is required by the Governing Body.

POLICY ISSUE:

The purpose of the proposed stormwater management code revisions, relating to TMC 13.25, 13.35, 13.40, 17.10, 17.30 and 18.235, are to comply with Topeka's Municipal Stormwater Permit and EPA audit findings.

STAFF RECOMMENDATION:

Discussion only. Staff recommends approved of the ordinance when considered by the Governing Body.

BACKGROUND:

The City engaged Wood Environment and Infrastructure Solutions to perform a review of our municipal separate storm sewer system MS4 in light of best practices followed by other stormwater utilities. During the course of this MS4 review, the City was successful in obtaining a grant from the Kansas Department of Agriculture (KDA) to do a two dimension model of the City's stormwater runoff. Based on Wood's review of the MS4 program, and the results of the modeling, we are recommending several revisions to the stormwater code. Revisions include the following:

TMC 13.25 Stormwater Utility / Stormwater fee discount – The revisions simplify the method for determining the amount of discount for water quantity, adds a potential discount for water quality, but leaves the total discount

capped at 40%.

TMC 13.35 Stormwater Management / Stormwater quality – The requirement clarifies that water quality Best Management Practice (BMP) designs will require the use of a level of service based methodology. Additionally, the revisions clearly address the need for control of both stormwater quantity and quality. Also, the revisions authorize the Director to implement a handbook for stormwater BMP design. The handbook is targeted for the design community and provides guidance for designers in preparing stormwater management plans. The revisions also require the owner/developer to provide an as-built plan for the completed BMPs, as well as provide for a final inspection by City staff.

TMC 13.40 Stormwater BMP Maintenance (NEW) – This new chapter reaffirms the existing code requirement that property owners are responsible for the long term maintenance of BMPs on their property. Additionally, it requires owners to periodically inspect their BMPs and to submit an inspection report to the City once every two years. Once every six years the inspection report must be performed by an engineer or landscape architect. If the owner fails to submit a report, he or she will not be eligible for a stormwater fee discount. To assist the owners with the inspection, this section authorizes the Director to implement a Property Owners Guide to Stormwater BMP Maintenance. The BMP maintenance guide is a visually based guide written for a property owner, to explain the basics of BMP operation and maintenance and includes inspection forms.

TMC 17.10 Buffer Areas / Stream Buffers – The revisions to this section replace the existing stream buffer widths based on stream type, with a science based buffer that establishes buffer width on stream size, slope, soil type and physical conditions. We will follow up the revisions by adding the new stream buffer to the City's GIS system for use by the development community. The development of the stream buffer model was a product of the KDA grant funded modeling done by Wood.

TMC 17.30 Floodplain Management – The revisions to this section include requiring that any development in the AH ponding areas, identified as part of the levee certification, will require corresponding cut to maintain the overall storage volume. Additionally, development in the floodway fringe of greater than 5,000 SF will require modeling to determine no rise, as well as compensatory cut to offset any fill.

TMC 18.235 Landscape Requirements – The revisions to this code section clarify that certain BMPs are eligible for credit towards the landscape points, required under the zoning regulations. 'Green' BMPs that promote native vegetation, and provide evapotranspiration and soil stability, are eligible for higher credit than other BMPs that reduce impervious area or provide for infiltration or detention.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

Description

Stormwater Program Revisions Presentation

Proposed Ordinance

TMC 13.25 FAQ

TMC 13.35 FAQ

TMC 13.40 FAQ

TMC 17.10 FAQ

TMC 17.30 FAQ

TMC 18.235 FAQ

Stormwater Program Revisions

*City of Topeka, KS
September 15, 2020*



Goals for code revisions

- Comply with Topeka's Municipal Stormwater Permit and EPA audit findings
 - Stormwater quality treatment at new developments and redevelopments ≥ 1 acre
 - Municipal design plan review, construction, and maintenance processes
- “Modernize” and improve our code by aligning stormwater *quality* & *quantity* rules
- Use our improved understanding of Topeka streams for smarter regulation
- Use methods that are locally relevant, familiar, and flexible

Important Terms

Best Management Practice (BMP)

A structural facility used to manage stormwater runoff from one or more properties



Bioretention BMP on Jackson Street in Topeka



Extended Dry Detention BMP

Important Terms

Stormwater Quality BMP

A BMP that protects streams and properties from pollutants in stormwater



Bioretention BMP on private property in Topeka



Bioretention BMP on Jackson Street in Topeka

Important Terms

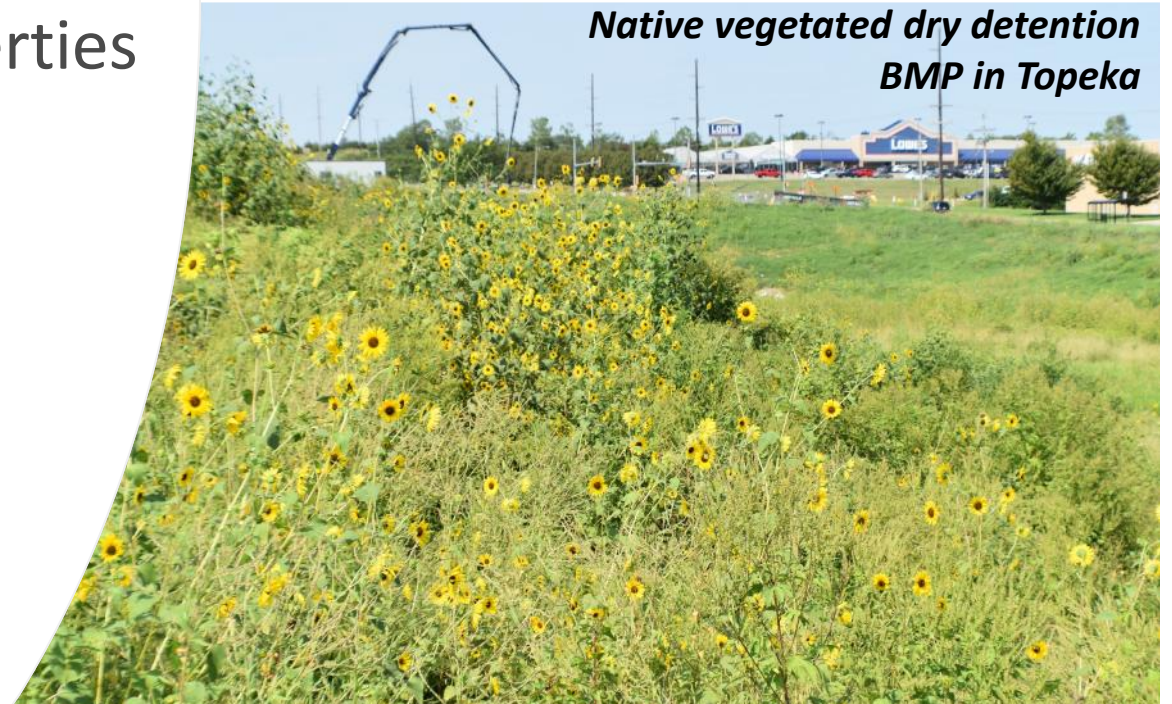
Stormwater Quantity BMP

A BMP that protects downstream properties from flooding

Wet detention BMP in Topeka



Native vegetated dry detention BMP in Topeka



TMC Chapter 13.35 Revisions



- Clarify rules for stormwater quality BMP design and construction
- **Add** rules for stormwater quantity BMP design and construction
- **Add** rules for stormwater design plan preparation and submittal



Design Criteria & Drafting Standards

- Drainage system design (i.e., inlets, pipes, channels, culverts)
- Detention/Retention basin design
- Design plan preparation and submittal requirements
- Erosion and sediment control practices

Stormwater BMP Design Handbook

- Design requirements for stormwater quality BMPs
- Detention/Retention basin design
- Design plan preparation and submittal requirements

Stormwater Management Code Revisions

TMC Chapter 13.35

Establishes **core requirements** for
stormwater BMP
design & const.

CODE REVISIONS:

- Update and clarify stormwater **quality and quantity** requirements
- Insert stormwater design plan checklist
- Insert new construction termination rules
 - Stormwater BMP Record Drawing
 - Final Inspection

New to Topeka

DOES NOT INCLUDE:

- Calculation methods
- BMP design requirements
- Helpful checklists and support tools



**In the new
Stormwater Design
Handbook**

Stormwater BMP Design Handbook

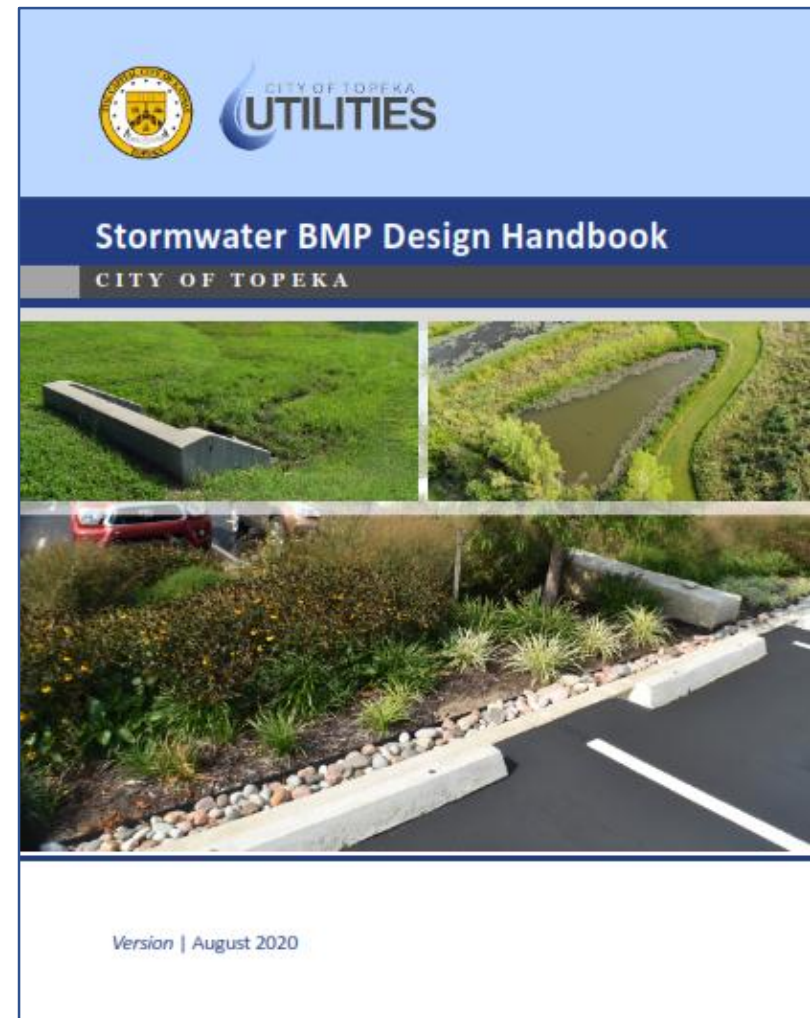


Chapters

1. Introduction
2. Design Process & Plans
3. SW Quality Design
4. SW Quantity Design
5. LID Techniques

Appendices

- A. Acronyms & Definitions
- B. SWMP checklist
- C. Required Forms
- D. BMP Record Drawing checklist
- E. BMP Certification Statement
- F. BMP Design Procedure Forms



Stormwater BMP Maintenance Code Revisions

TMC Chapter 13.40

Establishes **core requirements** for inspection & maint. by property **owners**.

CONTENT:

- Applicability
- Owner responsibilities
- Authority for City inspections of BMPs
- Prohibited uses and activities

New to Topeka

DOES NOT INCLUDE:

- How to inspect a BMP
- How to maintain a BMP



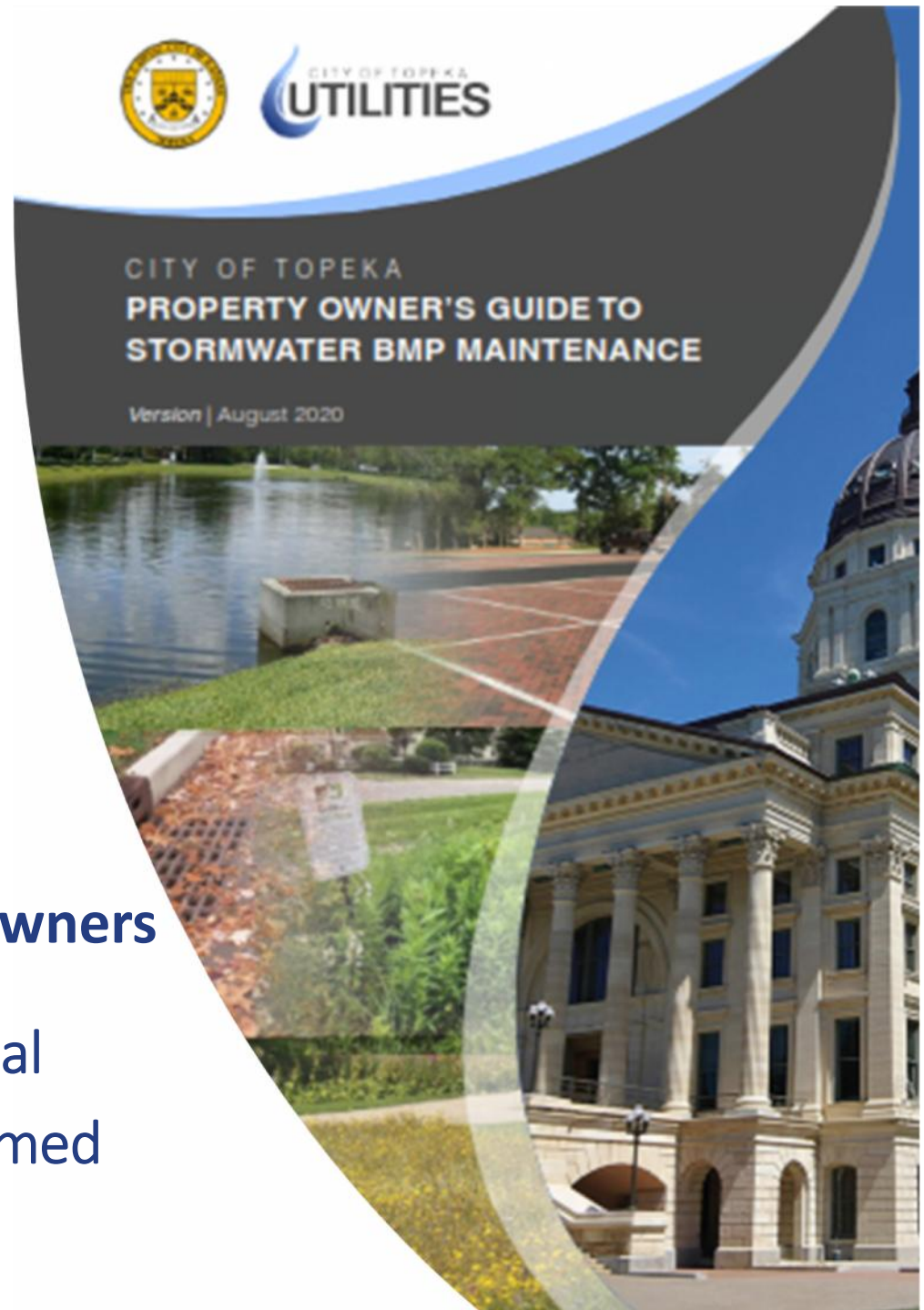
**Refers to the BMP
Owner's Manual for all
the above**

BMP Maintenance Manual

-
- 1: Introduction and Stormwater BMPs 101
 - 2: BMP Operational and Success Criteria
 - 3: BMP Inspection
 - 4: BMP Maintenance
 - 5: Individual BMP Inspection Checklists
 - 6: Helpful Resources

Target Audience: **Property Owners**

- ✓ Uncomplicated
- ✓ Educational
- ✓ Visual
- ✓ Themed



Stormwater Utility Code Revisions

TMC 13.25

Authorizes, and
establishes
rules for, the
stormwater
drainage fee



Reasons for Change

- Fix confusing fee adjustment (discount) calculations
- Add a fee adjustment for stormwater quality BMPs

Description of Stormwater BMP Design	Fee Adjustment
The property meets Topeka's stormwater quantity requirements for volume control. Runoff is fully retained onsite.	30%
The property drains to a stormwater system that is not owned and operated by the City of Topeka	30%
Revised The property meets Topeka's stormwater quantity requirements for peak flow control.	5% for each design storm event achieved, up to a maximum of 30%
New The property meets Topeka's stormwater quality requirements.	10%
New The property exceeds Topeka's stormwater quality requirements by 5% or more.	10%

Maximum fee adjustment is 40%

TMC 17.10



CITY OF TOPEKA
UTILITIES

- Disconnect stream buffer & regulated floodplain
- Replace unwieldy width adjustments with a science-based outer boundary
- Provide development community with a GIS-based tool that conveys buffer boundary



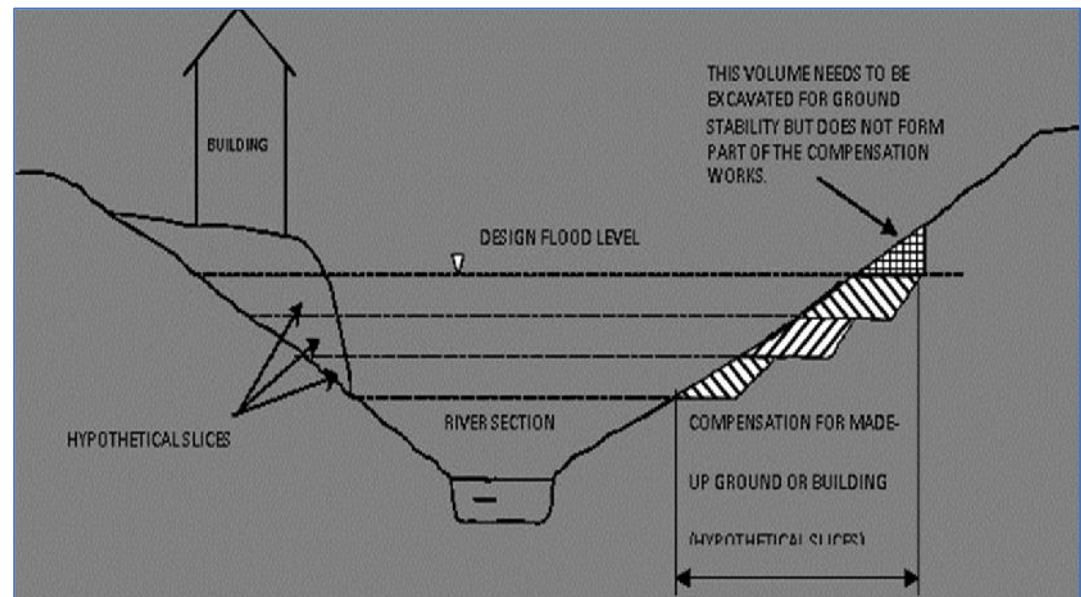
Floodplain Management Code Revisions

TMC 17.30

Establishes rules
for land
development in
and around
floodplains

Revisions

- Added rules for construction in Levee Ponding Areas
- Requires compensatory cut for fill placed in Levee Ponding Areas
- Requires compensatory cut for development greater than 5,000 sf in floodway fringe



1 (Published in the Topeka Metro News _____)

2
3 ORDINANCE NO. _____

4
5 AN ORDINANCE introduced by City Manager Brent Trout, concerning stormwater
6 regulations, amending various sections in Chapters 13.25, 13.35,
7 17.10, 17.30 and 18.235 of the Topeka Municipal Code, repealing
8 original sections and creating Chapter 13.40.
9

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

11 Section 1. That section 13.25.090, Dwelling unit and impervious surface
12 calculation – Appeal, of The Code of the City of Topeka, Kansas, is hereby amended to
13 read as follows:

14 **Dwelling unit and impervious surface calculation – Appeal.**

15 (a) Any person disagreeing with the calculation of the stormwater drainage
16 fee, as provided in this article, or seeking a stormwater drainage fee adjustment based
17 upon stormwater management practices, may appeal such fee determination to the
18 Director within 30 days from the date of the last bill containing stormwater drainage fee
19 charges. Any appeal shall be filed in writing and shall include a survey prepared by a
20 land surveyor showing dwelling units, total property area, impervious area or
21 nonresidential developed area, as appropriate, and a depiction of the stormwater
22 management practices, as appropriate. The filing of an appeal with complete
23 information shall stay the payment of the stormwater drainage fee. Any person seeking
24 a stormwater drainage fee adjustment based upon stormwater management practices
25 shall be current in the payment of the stormwater drainage fee. The Director may
26 request additional information from the appealing party.

27 (b) Stormwater drainage fee adjustments for stormwater management
28 practices may be considered for: reductions in stormwater release rates and provision
29 of additional storage volume; reductions in runoff volume (including discharging to a

non-City drainage system); and properly designed, constructed and maintained existing detention facilities. The maximum fee adjustment is 30 percent for internally drained areas or sites completely retaining the 100 year storage volume and where runoff is reduced to zero is 40 percent. The maximum fee adjustment is 30 percent for drainagesites completely draining to a non-City system is 40 percent. The maximum fee adjustment for existing detention facilities meeting applicable City design standards and subject to proper maintenance and operation as determined by the City is 15 percent. The maximum fee adjustment for detention, discharge/volume improvements and operation and maintenance is 25 percent if the release rate is limited to the two-year predeveloped flow and 15 percent for 100-year storage volume. The maximum fee adjustment is 30 percent for sites limiting post-developed peak discharges to at or below pre-developed peak discharges for the 2-year, 5-year, 10-year, 25-year, 50-year and 100-year storm events; with each event receiving 5 percent reduction. The maximum fee adjustment is 10 percent for sites meeting the water quality level of service requirements per the City of Topeka Post-Construction Stormwater Quality Policy. An additional 10 percent reduction can be obtained for sites exceeding the water quality level of service requirements by 5 percent or more. All fee adjustments are subject to proper maintenance and operation of the stormwater facilities as determined by the City. Each site is limited to a fee adjustment of no more than 40 percent total. Based upon the information provided by the utility and the appealing party, the Director shall make a final calculation of the stormwater drainage fee. The Director shall notify the parties, in writing, of the Director's decision.

Section 2. That the Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 13.35.005, which said section reads as follows:

54 **Design Policy Handbook and Design Criteria and Drafting Standards.**

55 (a) The Director is hereby authorized to adopt a City of Topeka Stormwater
56 BMP Design Policy Handbook and City of Topeka Stormwater Design Criteria and
57 Drafting Standards. Further, the Director may revise or amend the handbook and
58 standards from time to time.

59 (b) TMC Chapter 13.35 refers to City of Topeka Stormwater BMP Design
60 Policy Handbook (handbook) and the City of Topeka Design Criteria and Drafting
61 Standards (standards). The referenced handbook and standards shall be considered
62 an integral part of TMC Chapter 13.35 without separate adoption. Where provisions of
63 this chapter conflict with the handbook or standards, TMC Chapter 13.35 shall control.
64 Permissive and advisory provisions in the handbook and standards shall not be
65 construed as mandatory.

66 (c) Within the referenced handbook, the Director may allow administrative
67 variations to requirements stated in the handbook provided such variations do not result
68 in a reduction or elimination of stormwater performance criteria or a variation of
69 applicability or performance standard waiver criteria.

70 Section 3. That section 13.35.010, Applicability, of The Code of the City of
71 Topeka, Kansas, is hereby amended to read as follows:

72 **Applicability and performance standards.**

73 (a) Except as provided in TMC 13.35.020(d), unless an exception is granted
74 pursuant to TMC 13.30.080(d), ~~this chapter shall apply to the following~~ activities shall be
75 designed and constructed in conformance with this chapter and with the performance
76 standard(s) applicable to the project as established in this section:.

77 (1) Adherence to the stormwater quality performance standard shall be

78 required for. All requests for approval of subdivision plats and site plans
79 pertaining to land development activities that are~~are~~will:

80 (i) disturb an area greater than or equal to one acre of land,
81 including projects that ~~cause a land disturbance~~will disturb less than one
82 acre that are part of a larger common plan of development or sale; or

83 (2)(i) ~~Land disturbance activities that are~~disturb less than one acre
84 of land but ~~located in~~will discharge stormwater runoff to an impacted
85 ~~watershed as determined by the Director based upon an engineering~~
86 ~~study~~waterbody.

87 (2) Adherence to the stormwater quantity performance standard shall
88 be required for all requests for approval of subdivision plats and site plans
89 pertaining to land development activities that will result in a total of 10,000 square
90 feet or more of impervious surface on the property, inclusive of any impervious
91 surfaces currently located, and to remain, on the property.

92 (b) Requests for approval of subdivision plats and site plans that do not meet
93 TMC 13.35.020(a) and (b) immediately above, but will result in concentrated flows, or
94 will include buffer areas required by TMC 17.10, or propose to change stormwater
95 drainage patterns or discharge points from their pre-project conditions shall comply with
96 TMC 13.35.050 and TMC 13.35.070 and may be subject to additional stormwater
97 requirements as deemed necessary by the Director to prevent pollution, erosion, and
98 flooding.

99 (c) Subdivision plats or site plans approved prior to January 1, 2021 shall be
100 subject to orders, regulations, ordinances, rules, expiration dates, or other properly
101 adopted requirements in effect at the time the original plat or plan was approved.

Section 3. That section 13.35.020, Waiver – Exemptions - Mitigations, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Waiver – Exemptions – Mitigations.

(a) The Utilities Director may grant a waiver for one or more stormwater management requirements ~~if the standard can be met in any of the following ways for~~ projects that meet any of the following conditions:

(1) ~~Discharging the~~The project will discharge stormwater runoff to an ~~existing~~stormwater management facility located offsite, whether public or private, that is ~~an off-site facility~~ designed, adequately sized, constructed and maintained to ~~provide a level of stormwater control that is equal to or greater than that which would be afforded by on-site practices and there is an entity responsible for long-term operation and maintenance of the stormwater practice, provided the developer produces a written agreement permitting the discharge of stormwater runoff and long-term operation and maintenance to the existing stormwater management facility~~achieve or exceed the required performance standard(s), inclusive of the stormwater runoff being discharged to the facility by the project. To receive this waiver, all of the following requirements shall be met:

(i) Stormwater runoff from the project shall not cause pollution, erosion, and flooding at any location between the project and the offsite facility, and shall not enter a stream, lake, or wetland prior to treatment by the offsite facility.

(ii) The offsite facility must be fully functional and operating in accordance with this chapter prior to construction of the project. If the offsite facility or any conveyances located downstream of the project must

126 be improved to meet these requirements, the applicant shall provide
127 design plans detailing the necessary improvements and their achievement
128 of the required standard(s). Improvements to offsite facilities shall adhere
129 to, without exception, this chapter, TMC 13.30, and the City of Topeka
130 Stormwater BMP Design Policy Handbook. The applicant is solely
131 responsible for coordination of all necessary improvements with the
132 owner(s) of the facility(s) and for ensuring said improvements are made in
133 accordance with these requirements.

134 (iii) The applicant shall obtain a legally-binding written
135 agreement signed by the owner(s) of the offsite facility acknowledging and
136 authorizing the discharge of stormwater runoff from the project to the
137 offsite facility(s) and clearly establishing the party responsible for the long-
138 term operation and maintenance of the facility in keeping with TMC 13.40.
139 This agreement shall be recorded by the applicant with the Shawnee
140 County Register of Deeds.

141 (2) An ~~E~~engineering studiesstudy determines that installing a
142 stormwater management facility in order to meet the stormwater management
143 standards will cause adverse impact to water quality, or cause a negative impact
144 to a downstream channel or property.

145 (3) The stormwater quantity performance standard may be waived ~~F~~for
146 a redevelopment, if an engineering studiesstudy demonstrates there is no net
147 increase in stormwater runoff peak flow and volume from current conditions for
148 the stormwater quality design storm events established in the City of Topeka
149 Stormwater BMP Design Policy Handbook.

150 **(b)** In order to receive a waiver, the Director may require the applicant to
151 provide an engineering study which substantiates the criteria required to receive said
152 waiver. The study shall be prepared by a professional civil engineer licensed in the
153 State of Kansas and shall be performed in keeping with the City of Topeka Stormwater
154 BMP Design Policy Handbook. For waivers provided under TMC 13.35.020(a)(1),
155 provision of the approved as-built plan for the offsite stormwater management facility
156 may be sufficient for this purpose.

157 **(c)** A waiver from compliance with one or both performance standards shall
158 not be construed as a waiver or exemption from all other requirements in this chapter.

159 **(bd)** Acceptable mitigation measures may be required in order to prevent
160 deterioration of existing culverts, bridges, dams, and other structures, degradation of
161 biological functions or habitat, accelerated stream bank or stream bed erosion or
162 siltation, and increased threat of flood damage to public health, life, and property. Such
163 mitigation measures may include, but are not limited to:

164 (1) The purchase and donation of privately owned lands, or the
165 granting of an easement to be dedicated for preservation or reforestation.

166 (2) The creation of a stormwater management facility or other drainage
167 improvement on previously developed properties, public or private, that currently
168 lack stormwater management facilities.

169 (3) Granting an easement or dedicating land to the City to be used for
170 the construction of an off-site stormwater management facility. Such easement
171 shall be granted prior to issuance of any building permit.

172 ~~(c) — A request for waiver shall not be granted without an engineering study~~
173 ~~shown in drainage plans submitted for new development or redevelopment that creates~~

~~additional impervious surfaces establishing the adequacy of downstream or shared off-site stormwater management facilities which offer equivalent or greater protection than the standard(s) for which a waiver is requested~~

~~(de) Site plans for construction or reconstruction of single-family and two-family dwellings on individual lots are exempt from this chapter unless they are located in an area which drains to an impacted waterway as deemed by the Utilities Director based on an engineering study.if any of the following conditions apply:~~

~~(1) are located in a residential subdivision that was platted prior to August 29, 2011; or~~

~~(2) are located in a residential subdivision served by a stormwater management facility that is/was designed, adequately sized, constructed and maintained to achieve or exceed the required performance standard(s) for the subdivision in its fully-developed condition; or~~

~~(3) are designed to safely direct stormwater runoff generated by building rooftops to a vegetated channel or vegetated area before discharge to a street, gutter, waterbody, or the municipal stormwater system. The design must ensure stormwater runoff will not cause vegetation damage, soil erosion, and flooding on, or downstream of, the property.~~

~~(f) Developments or redevelopments for which a subdivision plat or site plan is not required shall be exempted from the requirements of this chapter.~~

~~(g) An exemption from this chapter shall not be construed as a release from onsite drainage improvements that may be necessary to avoid onsite or offsite flooding or erosion or are required in accordance with building and construction codes, nor from providing adequate erosion prevention and sediment control measures to protect~~

198 adjoining property owners, local waterways, and public right of way.

199 Section 3. That section 13.35.030, Performance criteria for stormwater
200 management, of The Code of the City of Topeka, Kansas, is hereby renumbered as
201 13.35.040 and amended to read as follows:

202 **Performance criteria~~General requirements~~ for stormwater management.**

203 All ~~subdivision plats and site plans~~projects shall meet the following requirements
204 for stormwater management:

205 ~~(a) Designs shall establish stormwater management practices to control peak~~
206 ~~flow rates of discharge according to the storm drainage design criteria. These practices~~
207 ~~should utilize pervious areas for stormwater treatment and to infiltrate stormwater runoff~~
208 ~~from driveways, sidewalks, rooftops, parking lots, storage areas, and landscaped areas~~
209 ~~to the maximum extent practical to provide treatment for both water quality and quantity.~~

210 ~~(ba) All s~~Stormwater runoff generated from new developments shall not
211 discharge directly into a jurisdictional wetland or local water body without ~~adequate~~
212 ~~treatment~~stormwater quality treatment as specified in the ~~Post Construction Stormwater~~
213 ~~Quality Policy~~City of Topeka Stormwater BMP Design Policy Handbook. ~~Where such~~
214 ~~discharges are proposed, they~~

215 (b) Designs shall meet all applicable local, State and Federal requirements,
216 permits, plans and programs. The owner is responsible for complying with all local State
217 and Federal permits that are applicable to the site.

218 (c) BMPsProjects shall be designed to promote the natural infiltration of
219 stormwater to the maximum extent possible through the use of ~~structural and~~
220 ~~nonstructural methods~~sone or more low impact development practices described in the
221 City of Topeks Stormwater BMP Design Policy Handbook.

~~(d) For new development and redevelopment, structural stormwater treatment practices shall meet the following performance standards:~~

~~(1) Stormwater runoff shall be treated for water quality prior to discharge from the development site.~~

~~(2) Designed according to the City of Topeka Design Criteria and Drafting Standards.~~

~~(3) Reduce the discharge of the total maximum daily load (TMDL) regulated pollutants to an associated stream and/or lake as identified in the Post Construction Stormwater Quality Policy set forth by the Utilities Director.~~

~~(4) Reduce the discharge of principal pollutants of concern as identified in the Post Construction Stormwater Quality Policy set forth by the Utilities Director.~~

(d) Permanent protection from soil erosion shall be provided wherever stormwater runoff discharges to a pervious surface, a vegetated stormwater management practice, a buffer area, at the inlets and outlets of stormwater management facilities and the storm drainage system, and at where runoff discharges from the project. Vegetated stabilization alternatives are preferred where appropriate.

Section 3. That section 13.35.040, Requirements for stormwater management plan approval, of The Code of the City of Topeka, Kansas, is hereby renumbered as 13.35.060 and amended to read as follows:

Requirements for stormwater management plan approval.

(a) Final Stormwater Management Plan. No application for subdivision plats or site plans to which this chapter applies shall be approved ~~unless the application includes~~ without the Director's prior approval of a final stormwater management plan

246 ~~detailing in concept how runoff and associated water quality impacts resulting from~~
247 ~~development will be controlled or managed~~which details design compliance with this
248 chapter.

249 (b) Stormwater Management Concept. The director may also require the
250 applicant to submit and secure the director's approval of a stormwater management
251 ~~concept plan shall include the following information~~ to evaluate the environmental
252 characteristics of the project site, the potential impacts of all proposed development of
253 the site, both present and future, on the water resources, and the effectiveness and
254 acceptability of the measures proposed for managing stormwater generated at the
255 project site: This may include a requirement for

256 (1) ~~A map (or maps) indicating the location of existing and proposed~~
257 ~~buildings, roads, parking areas, utilities, structural stormwater management and~~
258 ~~sediment control facilities. The map(s) will also clearly show proposed land use~~
259 ~~with tabulation of the percentage of surface area to be adapted to various uses,~~
260 ~~drainage patterns, locations of utilities, roads and easements, and the limits of~~
261 ~~clearing and grading. A written description of the site plan and justification of~~
262 ~~proposed changes in natural conditions may also be required.~~

263 (2) ~~A plan designed by qualified personnel showing that the proposed~~
264 ~~stormwater management measures are capable of controlling runoff from the site~~
265 ~~in compliance with this chapter and the specifications of the storm drainage~~
266 ~~design criteria.~~

267 (3) ~~A written or graphic inventory of the natural resources at the site~~
268 ~~and surrounding area as it exists prior to the commencement of the project and a~~
269 ~~description of the watershed and its relation to the project site. This description~~

shall address soil conditions, forest cover, topography, wetlands, native vegetative areas on the site, and environmentally sensitive features that provide particular opportunities or constraints for development.

(4) A written description of the individual(s) responsible for maintenance of the proposed plan.

(5) A written description of the maintenance that shall be performed by the responsible party.

(6) The Utilities Director may also require a concept plan to address the maximum development potential of a site under existing zoning, regardless of whether the applicant presently intends to develop the site to its maximum potential.

(c) ~~Final Stormwater Management Plan Requirements.~~ Concept and final stormwater management plans shall be prepared, submitted, and approved in conformance with the City of Topeka Stormwater BMP Design Policy Handbook. ~~After review of the stormwater management concept plan, and modifications to that plan as deemed necessary by the Utilities Director, a final stormwater management plan shall be submitted for approval. The final stormwater management plan, in addition to the information from the concept plan, shall include the following:~~

(1) ~~Contact Information.~~ The name, address, and telephone number of all persons having a legal interest in the property and the tax reference number and parcel number of the property or properties affected.

(2) ~~Topographic Base Map.~~ A one inch equals 200 feet topographic base map of the site which extends a minimum of 100 feet beyond the limits of the proposed development and indicates existing surface water drainage

including streams, ponds, culverts, ditches, and wetlands; current land use including all existing structures; locations of utilities, roads, and easements; and significant natural and manmade features not otherwise shown.

(3) — Calculations. Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in the storm drainage design criteria. Such calculations shall include (i) description of the design storm frequency, intensity and duration, (ii) time of concentration, (iii) soil curve numbers or runoff coefficients, (iv) peak runoff rates and total runoff volumes for each watershed area, (v) infiltration rates, where applicable, (vi) culvert capacities, (vii) flow velocities, (viii) data on the increase in rate and volume of runoff for the design storms referenced in the storm drainage design criteria, and (ix) documentation of sources for all computation methods and field test results.

(4) — Soils Information. If a stormwater management control measure depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on-site boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on the need to determine the suitability and distribution of soil types present at the location of the control measure.

(5) — Maintenance and Repair. The design and planning of all stormwater management facilities shall include detailed maintenance and repair procedures to ensure their continued function, as well as the individual(s) responsible for such maintenance. The applicant shall identify the parts or components of a stormwater management facility that need to be maintained and

the equipment, skills or training necessary. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included.

(6) — Landscaping. The applicant shall present a detailed plan for management of vegetation at the site after construction is finished, including responsibility for the maintenance of vegetation at the site and the practices employed to ensure that adequate vegetative cover is preserved. These provisions shall be prepared by qualified personnel.

(7) — Easements. The applicant shall provide access to the City for all stormwater treatment facilities or easements at the site for the purpose of inspection and repair by securing all the necessary easements needed on a permanent basis. These easements will be shown on the recorded plat or granted by separate instrument and shall run with the land.

(d) Portions of the stormwater management plan that require hydrologic and hydraulic analysis or design shall be prepared by a professional engineer licensed to practice in the State of Kansas and proficient in the design of stormwater management facilities and storm drainage systems.

(8e) Erosion and Sediment Control Plans for Construction of Stormwater Management Measures. The applicant shall prepare an erosion and sediment control plan or submit a SWPPP for all construction activities related to implementing any on-site stormwater management practices.

(9) — Other Environmental Permits. The applicant shall ensure that all other applicable environmental permits have been acquired for the site prior to approval of the final stormwater design plan.

~~(10) Requirement for Stabilization. Banks of all streams, channels, ditches and other earthen stormwater conveyances shall be left in a stabilized condition upon completion of the new development or redevelopment. No actively eroding, bare or unstable vertical banks shall remain after completion of construction.~~

~~(11) All stormwater facilities and systems, including those designed and constructed for water quality treatment, downstream channel stabilization, and peak discharge control, shall be designed, constructed and maintained in accordance with the criteria, standards, and specifications presented in this chapter, or other professionally accepted manual for stormwater quality management. The standards for water quality treatment, downstream channel stabilization and peak discharge analysis and control shall be achieved through the use of one or more stormwater quality management facilities that are designed and constructed in accordance with the design criteria, guidance, and specifications provided in a professionally accepted manual for stormwater quality or other acceptable professional methods. Methods, designs or technologies for stormwater quality management facilities that are not provided in any stormwater quality manual may be submitted for approval if it is proven that such methods, designs or technologies will meet or exceed the stormwater treatment standards set forth in this chapter.~~

Section 4. That section 13.35.050, Construction inspection, of The Code of the City of Topeka, Kansas, is hereby renumbered as 13.35.080 and amended to read as follows:

Requirements during Construction inspection.

366 (a) Construction of the project shall not deviate from the approved stormwater
367 management plan without the prior written approval from the director. The applicant is
368 responsible for adherence to this requirement by all persons acting on his/her behalf
369 during construction and until issuance of the certificate of occupancy.

370 (ab) The Utilities Director shall have the right to perform inspections ~~during the~~
371 ~~construction of the stormwater management system~~ facilities during project construction
372 to assess construction conformity to the approved stormwater management plan and
373 observe the condition of the facilities throughout construction of the project. The
374 Planning and Development director in his sole discretion, may withhold or revoke
375 issuance of a certificate of occupancy, or may issue a temporary certificate of
376 occupancy, pending satisfactory completion of corrective action(s) for failure to comply
377 with any of the provisions of this section.

378 ~~(b) — As-Built Plans. All applicants shall submit actual “as-built” plans for any~~
379 ~~stormwater management practices located on site after final construction is completed.~~
380 ~~The plan shall identify the final design specifications for all stormwater management~~
381 ~~facilities and shall be certified by qualified personnel.~~

382 (c) During clearing, grading, and construction of a project, the following
383 requirements shall apply to green infrastructure stormwater management facilities:

384 (1) Areas where green infrastructure stormwater management facilities
385 will be, or are, located shall be protected from encroachment by heavy
386 equipment, vehicles, and construction materials storage at all times to avoid soil
387 compaction.

388 (i) Said areas shall be cordoned-off with a highly visible barrier,
389 such as orange construction fencing, and shall not be encroached upon or

otherwise disturbed unless they are being established, constructed, restored, or enhanced as provided for in an approved stormwater management plan. Protection measures shall be installed prior to, or if more practical during, clearing and grubbing of the land development.

(ii) Said areas shall be clearly identified on the stormwater management plan, on the SWPPP or erosion and sediment control plan, and on all construction drawings, and marked with the statement "Green Infrastructure Facility. Do not disturb." Temporary protection measures to be used during construction shall be shown on the stormwater management plan.

(2) The use of green infrastructure stormwater management facilities as sediment traps or for any other erosion and sediment control purpose before, during, or after construction, is expressly prohibited. Nor shall construction sediment from any area of the land development be allowed to discharge into, or through, areas where said facilities will be located.

(3) Erosion and sediment control measures installed to protect green infrastructure stormwater management facilities shall not be removed until construction in the stormwater contributing drainage area to the practice is fully completed and after one-hundred percent (100%) of the pervious surfaces in said area are fully vegetated or otherwise permanently stabilized to prevent soil erosion.

(4) Where encroachment, sedimentation, pollution, or other adverse condition is known or suspected as a result of clearing, grading, or construction, the director may require soil infiltration testing, soil amendment, or other

corrective action(s) to confirm or restore infiltration rates in the green infrastructure stormwater management facility to meet design requirements.

(d) Areas proposed for stormwater management facilities that are not green infrastructure may be used as sediment traps or for other soil erosion and sediment control purposes during construction if such use is approved in the SWPPP or erosion and sediment control plan. When such use is approved:

(1) the temporary use of the facility for soil erosion and sediment control shall be clearly noted in the stormwater management plan with detailed information on the sequence and method(s) to be employed to convert the facility from its temporary use to the permanent, post-construction condition indicated by the approved stormwater management plan; and,

(2) the facility shall not be modified to its permanent, post-construction condition as a permanent detention facility until land disturbance activities in the contributing drainage area are fully completed and seventy percent (70%) of the pervious surfaces in said area are fully vegetated or otherwise permanently stabilized to prevent soil erosion.

(e) Individual and collective stormwater drainage systems, stormwater management facilities shall not, at any time, be used for storage of construction or demolition-related chemicals, waste or garbage, either temporarily or permanently.

(f) Once a stormwater management facility is constructed, the applicant is responsible for operating and maintaining it in fully-functional condition pursuant to TMC 13.40 until transfer of ownership.

Section 5. That section 13.35.060, Maintenance and repair of stormwater facilities, of The Code of the City of Topeka, Kansas, is hereby renumbered as

13.35.050 and amended to read as follows:

**Maintenance and repair of stormwater~~General requirements for stormwater~~
management facilities.**

(a) The stormwater quality and quantity performance standards shall be achieved through the selection and design of one or more stormwater management facilities that are designed and constructed in accordance with the criteria, methods, specifications, and technologies presented in this chapter and the City of Topeka Stormwater BMP Design Policy Handbook. Other criteria, methods, specifications or technologies for stormwater management facilities may be submitted for approval if it is proven that they will meet or exceed the stormwater performance standards set forth in this chapter and the City of Topeka Stormwater BMP Design Policy Handbook.

(b) Stormwater management facilities for privately-owned land developments shall not be located in public rights-of-way or on public property without approval by the director.

(c) Stormwater management facilities, whether public or private, shall not be located within the critical zone (500 feet of centerline) of a flood control levee.

~~(ad) Stormwater Management Easement. Prior to the approval of subdivision or site plan applications pertaining to land development activities described in TMC 13.35.010(a), t~~
(a) The owner of the site shall provide project shall secure all the necessary easements on a permanent basis, including a stormwater management easement for every stormwater management facility included in the project design. The stormwater management easement shall provide for access to the facility at reasonable times for periodic inspection by the City, or its contractor or agent, and shall require the property owner to ensure that the facility is maintained in proper working condition to meet

design standards and any other provisions established by this chapter. ~~The stormwater management~~All easements shall be shown on the recorded plat or granted by separate, recorded instrument and shall run with the land until they are lawfully released.

~~(b) — Inspection of Stormwater Facilities. The Utilities Director shall have the ability to conduct inspections of the stormwater facilities. Inspections may include, but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other stormwater treatment practices.~~

~~(c) — Failure to Maintain Practices. If a responsible party fails or refuses to meet the requirements set forth in the stormwater management plan, the City, after reasonable notice, may pursue enforcement of the plan or the provisions of this chapter.~~

(e) Stormwater management facilities shall not be designed to include, or imply support for, the prohibited conditions for stormwater management facilities established in TMC 13.40.040.

(f) The director may require reselection, relocation, or redesign of stormwater management facilities and detention facilities proposed to comply with this chapter if the director deems them unfeasible for the hydrologic or hydraulic setting or impractical for property owner operation and maintenance.

(g) Onsite tests to determine soil infiltration, permeability, or capacity for purposes of designing infiltration-based stormwater management practices shall be performed by a soil scientist, geologist, or geotechnical engineer licensed to practice as a professional in the State of Kansas.

Section 6. That the Code of the City of Topeka, Kansas, is hereby amended

by adding a section, to be numbered 13.35.030, which said section reads as follows:

Additional or increased performance standards.

(a) The director may require adherence to additional or increased performance standards for stormwater management at any project that will:

(1) discharge stormwater runoff to an impacted waterbody; or

(2) discharge stormwater runoff to a downstream stormwater drainage system that may not be able to safely control or could be damaged by the stormwater runoff from the project; or

(3) be located in, or will discharge stormwater runoff to, an area or stream having an engineering study which indicates a greater need for control of stormwater runoff in order to alleviate or avoid waterway pollution, erosion, flood, or drainage problems.

(4) be located in, or discharge stormwater runoff to, an area or waterbody where erosion, flooding, or stormwater drainage problems are known to exist, whether said problems are documented or not, and where the director has reason to believe the project, once constructed, may further exacerbate such problems.

(5) discharge stormwater runoff to a waterbody that is identified by the State of Kansas as Outstanding National Resource Waters (ONRW).

(6) be located on an existing brownfield or on a property known to have existing pollutants in the soil or on the ground that, if discharged from the property in stormwater runoff or groundwater, may cause harm to the general public or the environment.

(7) have a higher potential for pollutants to be exposed to rainfall or

510 stormwater runoff, once construction is completed.

511 Section 7. That the Code of the City of Topeka, Kansas, is hereby amended
512 by adding a section, to be numbered 13.35.070, which said section reads as follows:

513 **Amendment of an approved stormwater management plan.**

514 (a) An approved final stormwater management plan shall not be amended
515 without prior written notification and written approval of the alteration by the Director. A
516 written plan amendment shall be required. In the event of substantial amendments, the
517 Director may require submittal of a revised stormwater management plan.

518 (b) If the proposed specifications of the project change after approval of the
519 final stormwater management plan, the applicant shall notify the director immediately.
520 The director may require cessation of all, or a portion of, construction, and/or
521 resubmittal and approval of a revised stormwater management plan, or appropriate
522 portions thereof. Such proposed conditions include, but are not limited to, the intended
523 land use, impervious surfaces layout and surface areas, extents of clearing and grading,
524 and the selection, location, or design of stormwater management facilities.

525 (c) Approval of a stormwater management plan shall not prevent the director
526 from thereafter requiring the correction of errors or revisions to the plan due to
527 unforeseen geologic, hydrologic, hydraulic, or construction-related conditions
528 encountered after plan approval.

529 (d) When revision of an approved stormwater management plan is required,
530 the director may also require the cessation of all, or a portion of, land disturbance or
531 construction activities pending his/her approval of a revised plan.

532 Section 8. That the Code of the City of Topeka, Kansas, is hereby amended
533 by adding a section, to be numbered 13.35.090, which said section reads as follows:

Requirements at construction termination.

(a) Upon completion of construction, stormwater management facilities and onsite drainage system shall be clean, free of sediment, trash, and debris, undamaged, and operating at fully functional design capacity as indicated in the approved stormwater management plan.

(b) Requirement for stabilization. Banks of all streams, channels, ditches and other earthen stormwater conveyances shall be left in a stabilized condition upon completion of the new development or redevelopment. No actively eroding, bare or unstable vertical banks shall remain after completion of construction.

(c) Stormwater BMP Record Drawing. All applicants shall submit a stormwater BMP record drawing for any stormwater management facilities located on site after final construction is completed. The drawing shall fully and accurately show the constructed condition of all the stormwater management facilities at the project, including but not limited to, facility location, type, grading, capacity, dimensional and material specifications of required major components and appurtenances, geotechnical conditions, vegetation types and location, flow direction, and relevant easement boundaries. Verification of design parameters, such as infiltration rate, may also be required as appropriate for the facility type.

(1) The drawing shall be prepared by a professional engineer, landscape architect, or registered land surveyor licensed or registered to practice in the State of Kansas, in accordance with requirements established in the City of Topeka Stormwater BMP Design Policy Handbook.

(2) The drawing shall be prepared after all stormwater management facilities used during construction as temporary sediment traps or for other soil

erosion and sediment control purposes are modified to, and functioning in, their permanent, post-construction condition in keeping with the approved stormwater management plan.

(3) The drawing shall be signed by the owner and recorded by the Shawnee County Register of Deeds as a covenant running with the land.

(4) The drawing may be reviewed by the director to evaluate conformance of the construction stormwater management facilities with their approved designs as shown in the approved stormwater management plan. If any constructed facility is determined to deviate from approved design, the director may require:

(i) corrective actions to bring the deviant facility into conformance with the design shown in the approved final stormwater management plan; and/or

(ii) engineering study to demonstrate that the constructed condition of the deviant facility meets or exceeds the requirements of this chapter and the City of Topeka Stormwater BMP Design Policy Handbook; and/or

(iii) preparation and approval of an amended stormwater management plan, as-built plan, or operation and maintenance plan or portions of these plans as necessary to ensure all project documentation are consistent with the actual conditions of the constructed project and its stormwater management facilities; and/or

(iv) re-recording of the revised drawing or easements as necessary to ensure all legal instruments are consistent and accurate with the actual

conditions of the constructed project and its stormwater management facilities.

(5) Modification or release of the recorded covenant that encompasses a stormwater management facility may be allowed if the facility encompassed by the covenant:

(i) will be, or has been, removed or relocated due to lawful redevelopment of a portion, or all, of the property; or

(ii) will be, or has been, lawfully altered or relocated such that the drawing no longer reflects the actual type, condition, or location of facility(s) located on the property; or

(iii) will be, or are, no longer needed due to lawful construction of one or more alternate stormwater facilities, either on or off the property, that will, or do, manage the stormwater runoff handled by the facility encompassed under the covenant.

(d) Final inspection. After approval of the stormwater BMP record drawing, the director may perform a final inspection of the constructed stormwater management facilities and drainage system to assess conformity of the drawing to the actual condition of stormwater management facilities and onsite drainage system, and to evaluate compliance with TMC 13.35.100(a) and (b). The director may, alone or in addition to other enforcement actions authorized by TMC 13.15, request the Planning Director, in his sole discretion, to withhold issuance of a certificate of occupancy, to grant a temporary certificate of occupancy or revoke an existing certificate of occupancy pending satisfactory completion of corrective action(s) for failure to comply with any of the provisions of this section.

605 Section 9. That the Code of the City of Topeka, Kansas, is hereby amended
606 by adding Chapter 13.40, titled “MAINTENANCE OF STORMWATER MANAGEMENT
607 FACILITIES.”

608 Section 10. That the Code of the City of Topeka, Kansas, is hereby amended
609 by adding a section, to be numbered 13.40.010, which said section reads as follows:

610 **Purpose and intent.**

611 The purpose of this chapter is to:

612 (a) Prevent the introduction of pollutants into the municipal stormwater system
613 which will interfere with the operation of the system;

614 (b) Prevent the introduction of pollutants into the municipal stormwater system
615 which will pass through the system, inadequately treated, into receiving waters;

616 (c) Prevent erosion and flooding of public and private properties caused by
617 uncontrolled stormwater runoff;

618 (d) Enable the utilities department to ensure compliance with any stormwater
619 applicable permits, and meet water quality requirements and other stormwater
620 discharge criteria which are required by state and federal law; and

621 (e) Provide for the establishment of penalties for violation of this chapter.

622 Section 11. That the Code of the City of Topeka, Kansas, is hereby amended
623 by adding a section, to be numbered 13.40.020, which said section reads as follows:

624 **Referenced standards.**

625 (a) The City of Topeka Property Owner’s Guide to Stormwater BMP
626 Maintenance referenced in TMC 13.40 shall be considered an integral part of this
627 chapter without separate adoption. Where provisions of this chapter conflict with the
628 handbook, the chapter shall control. Permissive and advisory provisions in the

629 handbook shall not be construed as mandatory.

630 (b) Within the referenced handbook, the director may allow administrative
631 variations to requirements and guidance stated provided such variations do not result in
632 a reduction or elimination of stormwater performance criteria for any stormwater
633 management facility.

634 Section 12. That the Code of the City of Topeka, Kansas, is hereby amended
635 by adding a section, to be numbered 13.40.030, which said section reads as follows:

636 **Applicability.**

637 This chapter shall apply to all Property Owners who have one or more
638 stormwater management facilities on their property that were designed and constructed
639 or installed as a result of City of Topeka stormwater requirements.

640 Section 13. That the Code of the City of Topeka, Kansas, is hereby amended
641 by adding a section, to be numbered 13.40.040, which said section reads as follows:

642 **Prohibitions.**

643 The following uses, activities, encroachments, and conditions are prohibited in
644 stormwater management facilities.

645 (a) Willful alteration or relocation of a facility from its approved design or
646 constructed condition or location as indicated by the stormwater BMP record drawing
647 which is recorded as a covenant on the property, or, in the absence of said drawing, by
648 the approved stormwater management plan, drainage report, or plat for the property,
649 when such alteration or relocation occurs without prior written approval by the director.

650 (b) Spraying, filling, and dumping of any material or waste, including the land
651 application of bio-solids or animal waste, unless such activity is a result of an
652 emergency.

653 (c) Storage for commercial or industrial land uses, including but not limited to
654 storage of vehicles, equipment, materials, pesticides, herbicides, fertilizers, or
655 household or commercially-generated wastes.

656 (d) Disposal of sewage, on-site sewage disposal and treatment systems
657 (septic systems), whether underground or raised, or subsurface discharges from a
658 wastewater treatment plant.

659 (e) Use as a waste storage area, whether temporary or permanent, or a
660 landfill of any type, including, but not limited to, demolition, permitted and closed-in
661 place landfills, and household garbage pits.

662 (f) Abandoned, closed or active junkyards or other similar waste fields.

663 (g) Vehicle trafficways, driveways or temporary parking, unless the
664 stormwater management facility has been designed for the dual purposes of stormwater
665 management and vehicle parking (e.g., permeable pavement).

666 (h) Storage, whether temporary or permanent, of motorized vehicles or
667 equipment awaiting or undergoing repair, or of such vehicles or equipment that are
668 unmaintained or infrequently used.

669 (i) Farms, feedlots, confined animal feed operations, animal pastures,
670 concentrated animal lots, dog parks or outdoor animal play/relief areas for animal care
671 facilities, kennels, and commercial/business developments or facilities that provide
672 short-term or long-term care of animals.

673 (j) Gardens installed solely for the cultivation of plants, fruits, or vegetables
674 that do not meet the design requirements for a bioretention area (rain garden),
675 orchards, crops or greenhouses, whether associated with a farm, commercial business
676 or residence.

(k) Installation of impervious surfaces, except when such surfaces are included in the approved design, or are necessary for a stream crossing or other condition having the approval of the director.

(l) Other land uses or activities deemed by the director to have the potential to:

(1) generate pollutant loadings that may be harmful to the health of the vegetation or soil in the practice or to the health of onsite or downstream water body(s); or

(2) modify the function of the facility as designed and constructed for the management of stormwater to prevent pollution; downstream channel erosion; and/or flooding, unless said modification is authorized in writing by the Director.

Section 14. That the Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 13.40.050, which said section reads as follows:

Property Owner responsibilities.

(a) The Property Owner has the obligation to, at all times, operate and maintain all stormwater management facilities located on their property in their fully functional condition as designed and constructed. Property Owner responsibilities include, but may not be limited to, the following:

(1) protecting facilities from damage, alterations, and unwarranted encroachments; and

(2) preventing the prohibited conditions identified in TMC 13.40.040; and

(3) maintaining unimpeded access to each facility from a public

roadway for purposes of inspection and maintenance by the Property Owner and his or her agent or contractor and for inspection by the City. A stormwater management easement and an entry access easement may be recorded for this purpose; and

(4) inspecting and maintaining facilities in accordance with the requirements of this chapter and the City of Topeka Property Owner's Guide to Stormwater BMP Maintenance.

(b) For stormwater management facilities designed and constructed after January 1, 2021, the locations, types, designs, and construction of facilities on the property will be shown in property's stormwater BMP record drawing, which is recorded by the Shawnee County Register of Deeds as a covenant running with the land. For facilities designed and constructed prior to January 1, 2021, the location and design or construction of the facilities may be shown in the construction record drawing, drainage report, stormwater management plan, and/or recorded plat. In the event this information cannot be obtained, the intended design and function of the facility shall be ascertained by the director.

(c) The Property Owner shall periodically inspect all stormwater management facilities located on his or her property to identify maintenance needs, determine if the facility protective measures remain effective, check for prohibited conditions, facility damage, unwarranted encroachments and signs of poor function, and begin preparations for necessary routine maintenance and/or repair activities. Inspections shall be performed as follows.

(1) Routine inspections. All stormwater management facilities shall be regularly inspected to evaluate facility function and determine needs for facility

maintenance. Regular inspections must be performed often, such as monthly or when property landscape maintenance is performed and after storm or snow events. Guidance for routine inspection and maintenance of facilities is provided in the City of Topeka Property Owner's Guide to Stormwater BMP Maintenance. Documentation of routine inspections is not required.

(2) Two-year inspections. Comprehensive inspection of all stormwater management facilities shall be performed and documented once every two years, in accordance with the requirements established in the City of Topeka Property Owner's Guide to Stormwater BMP Maintenance. Property Owners shall retain documentation of two-year inspections for no less than six years.

(3) Professional inspection. Once in every six year period, the biennial inspection shall be conducted and documented by either a professional engineer or landscape architect licensed to practice in the State of Kansas.

(d) Property Owners may authorize others to perform maintenance and inspection activities for their stormwater management facilities, however the Property Owner(s) remain responsible for ensuring required activities are performed as necessary to meet the requirements of this chapter.

Section 15. That the Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 13.40.060, which said section reads as follows:

Inspection by the city.

Inspection of stormwater management facilities. Property Owners shall allow the director, or his/her duly authorized contractor or agent, to access to the facility at reasonable times for periodic inspection to determine if the facility is inspected and maintained in conformance with this chapter. The director's inspections may include but

are not limited to: review of inspection documentation; review of maintenance and repair records; in-field testing of soil, materials, or water in the facility; collection of samples of soil, materials, and/or water in the facility; and evaluation of the condition of the facility in comparison to the approved stormwater management plan and/or as-built plan.

Section 16. That section 17.10.020, Definitions, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Active channel” means the area of the stream channel that is subject to frequent flows and that includes the portion of the channel below where the floodplain flattens.

“Best management practices (BMPs)” means conservation practices or management measures which control flooding, erosion and soil loss, and reduce water quality degradation caused by nutrients, animal wastes, toxins, sediment, and runoff.

“Buffer” means a vegetated area, including trees, shrubs, and herbaceous vegetation, which exists or is established to protect a stream system, lake, or reservoir.

“Development” means:

- (1) The improvement of property for any purpose involving building; or
- (2) The division or subdivision of a tract or parcel of land into two or more parcels; or
- (3) The combining of any two or more lots, tracts, or parcels of property for any purpose; or
- (4) The preparation of land for any of the above purposes; or

(5) The clearing of trees and vegetation and/or excavation or earthwork on a tract or parcel of land.

“GIS-Based Stream Buffer Shapefiles for the City of Topeka” means a shapefile developed using hydraulic modeling results and site-specific characteristics to determine the magnitude of stream setback limits using a process that evaluates the overall risk along the stream, direction of flow, and minimum bank offset. The science-based stream buffer highlights areas where bank failure is more likely to occur and where additional setback measures are needed to protect the integrity of the stream channel. This file shall be used to determine the stream buffer width for the Outer Area.

“Levee” means a manmade structure to control, divert, and contain stormwater runoff and flood flows.

“Native Vegetation” means vegetation comprised of plant species that are indigenous to the area in question.

“Nonpoint source pollution” means pollution which is generated by various land use activities rather than from an identifiable or discrete source and is conveyed to waterways through natural processes such as rainfall, storm runoff, or ground water seepage rather than direct discharge.

~~“One-hundred-year floodplain” means the area of land adjacent to a stream that is subject to inundation during a storm event that has a recurrence interval of 100 years.~~

“Pollution” means any contamination or alteration of the physical, chemical, or biological properties of any waters that will render the waters harmful or detrimental to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, livestock, wild animals, birds, fish or other aquatic life.

“Streams” means perennial and intermittent watercourses identified through site

inspection, drainage study, or United States Geological Survey (USGS) maps and further defined and categorized as follows:

(1) "Type I streams" are defined as perennial streams shown as solid blue lines on a United States Geological Survey seven and one-half-minute series topographical map. ~~The total required buffer width is 100 feet on each side perpendicular to the waterway measured from the outer wet edge of the channel during base flows.~~

(2) "Type II streams" are defined as intermittent streams shown as a dashed blue lines on a United States Geological Survey seven and one-half-minute series topographical map. ~~The total required buffer width is 50 feet on each side perpendicular to the waterway measured from the centerline of the channel.~~

(3) "Type III streams" are defined as waterways or dry channels that have a contributing drainage area of ~~50~~40 acres or greater. ~~The total required buffer width is 30 feet on each side perpendicular to the waterway measured from centerline of waterway.~~

"Water pollution hazard" means a land use or activity that causes a relatively high risk of potential water pollution.

"Waterways" means natural or manmade lakes, channels, rivers, streams, and creeks, which store and/or convey stormwater runoff.

"Wetlands" means those areas not influenced by tidal fluctuations which are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions.

Section 17. That section 17.10.040, Plan requirements, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Plan requirements.

(a) A buffer plan approved by the Director of the ~~Public Works Department~~Utilities or designee is required for all development within the buffer zone as defined herein.

(b) The buffer plan shall contain an informative, conceptual, and schematic representation of the proposed development activity by means of maps, graphs, charts, or other written or drawn documents so as to enable an informed decision regarding the proposed development activity.

(c) The buffer plan shall contain the following specific information:

(1) A location or vicinity map to include maximum two-foot contour intervals and scale of no greater than one inch equals 100 feet.

(2) Field delineated streams, springs, seeps, bodies of water, wetlands, forested and open areas, and waterway buffer zones.

~~(3) Limits of the ultimate 100-year floodplain as shown in the most accurate information available as determined by the City's Public Works Department. FEMA maps and stormwater basin studies will be used to determine accuracy.~~
All buffer areas shall be in a Stream Buffer Easement.

(d) A buffer plan shall be submitted in conjunction with the required grading plan for any development, and the buffer ~~should~~zone identifying both the streamside area and outer area shall be clearly delineated on the final grading plan.

(e) Boundary markers ~~will~~shall be installed by the applicant prior to commencing clearing and grading operations. Markers ~~will~~shall be placed at the outside edge of the buffer zone prior to the start of any activity adjacent to the buffer zone. Markers shall be clearly visible and shall be spaced at a maximum of 100 feet. The markers shall be joined by marking tape or fencing.

845 Section 18. That section 17.10.050, Design standards for buffers, of The Code
846 of the City of Topeka, Kansas, is hereby amended to read as follows:

847 **Design standards for buffers.**

848 (a) A buffer for a stream system shall consist of a strip of land extending
849 along both sides of a stream and its adjacent wetlands, ~~floodplains,~~ or slopes. The
850 ~~buffer width shall be adjusted to include contiguous sensitive areas, such as steep~~
851 ~~slopes or erodible soils, where development or disturbance may adversely affect water~~
852 ~~quality, streams, wetlands, or other water bodies.~~

853 (b) The streamside area portion of the buffer shall begin at the edge of the waterway
854 for type I and at the centerline of the channel for type II and type III ~~waterways~~streams.
855 The edge of the waterway is the outer wet edge of the channel during base flow or
856 where the edge of vegetation occurs. The buffer shall be composed of two distinct
857 areas: streamside area and outer area. The outer area widths are defined by the GIS
858 Based Stream Buffer Shapefile for the City of Topeka. The GIS Based Stream Buffer
859 Shapefile is located on the City's Utilities Exploration Map. As an alternative to using
860 the GIS Based Stream Buffer Shapefile for the Outer Area extent, an analysis may be
861 done using the procedure outlined in Section 5605.5- Stream Assessment of the
862 Kansas City Metropolitan Chapter of the American Public Works Association's Standard
863 Specifications and Design Criteria (APWA) Section 5600 *Storm Drainage Systems and*
864 *Facilities* to justify use of a different Outer Area extent. A rating of 12 or below when
865 using the Channel Condition Scoring Matrix is considered acceptable. A rating between
866 12 and 18 may be acceptable if engineering justification is provided to verify adequate
867 protection of the channel. A rating greater than 18 does not support a change from the

868 GIS Based Stream Buffer. The streamside area widths are defined in the following
 869 table. Each area has allowable uses and vegetative targets as follows:

870 **WATERWAY BUFFERS**

	<u>STREAMSIDE AREA</u>			<u>OUTER AREA</u>		
	<u>TYPE I</u>	<u>TYPE II</u>	<u>TYPE III</u>	<u>TYPE I</u>	<u>TYPE II</u>	<u>TYPE III</u>
<u>Width</u>	<u>50 feet</u>	<u>25 feet</u>	<u>15 feet</u>	<u>50 feet</u>	<u>25 feet</u>	<u>15 feet</u>
<u>Vegetation</u>	<u>Native vegetation.</u>			<u>Native vegetation or managed lawn (type II or III).</u>		
<u>Uses</u>	<u>Flood control, utility corridors.</u>			<u>Biking/hiking paths, flood control, detention/retention structure, utility corridors, stormwater BMPs, residential yards, landscape areas.</u>		
	<u>Foot paths, road crossings.</u>					
<u>Function</u>	<u>Protect the physical and ecological integrity of the stream ecosystem.</u>			<u>Protect key components of the stream and filter and slow velocity of water runoff.</u>		

871 (c) The specific width for all buffers (i.e., the base width) is relative to the type
 872 of waterway being protected with the requirement to expand the buffer depending on:

873 ~~(1) One hundred-year floodplain;~~

874 ~~(2) Wetlands or critical areas.~~

875 ~~Type I waterway buffer widths shall be modified if there are steep slopes adjacent to the~~
 876 ~~waterway that drain into the system. Specific adjustments are as follows:~~

<u>Percent Slope</u>	<u>Width—Adjustment to Buffer</u>
0 to 14%	No change
15% to 25%	Add 25 feet
Greater than	Add 50 feet

**Percent Slope Width—Adjustment
to Buffer**

25%

877 (d) *Water Pollution Hazards.* The following land uses and/or activities are
878 designated as potential water pollution hazards and must be set back from any stream
879 or water body by the distance indicated below:

- 880 (1) Storage and use of hazardous substances: 300 feet;
- 881 (2) Above- or below-ground petroleum storage facilities: 300 feet;
- 882 (3) Drainfields from on-site sewage disposal and treatment system: 200
883 feet;
- 884 (4) Raised septic systems: 500 feet;
- 885 (5) Solid waste landfills or junkyards: 600 feet;
- 886 (6) Confined animal feedlot operations: 500 feet.

887 (e) ~~The buffer shall be composed of two distinct areas: streamside area and~~
888 ~~outer area. Each area has allowable uses and vegetative targets as follows:~~

889 **~~WATERWAY BUFFERS~~**

	STREAMSIDE AREA			OUTER AREA		
	TYPE I	TYPE II	TYPE III	TYPE I	TYPE II	TYPE III
Width	50 feet	25 feet	15 feet	50 feet	25 feet	15 feet
Vegetation	Native vegetation.			Native vegetation or managed lawn (type II or III).		
Uses	Flood control, utility corridors.			Biking/hiking paths, flood control, detention/retention structure, utility corridors, stormwater BMPs, residential yards, landscape areas.		
	Foot paths, road crossings.					

	STREAMSIDE AREA			OUTER AREA		
	TYPE I	TYPE II	TYPE III	TYPE I	TYPE II	TYPE III
Function	Protect the physical and ecological integrity of the stream ecosystem.			Protect key components of the stream and filter and slow velocity of water runoff.		

Section 19. That section 17.10.060, Buffer establishment, management, and maintenance, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Buffer establishment, management, and maintenance.

(a) The buffer, including wetlands and floodplains, shall be managed to enhance and maximize the unique value of these resources. Management includes specific limitations on alteration of the natural conditions of these resources. The following practices and activities are prohibited within the buffer, except with written approval by the Director of the ~~Public Works Department~~Utilities or designee.

(1) Clearing of existing vegetation; provided, however, this prohibition shall not prevent a property owner from trimming or cutting overgrown vegetation, removing dead vegetation or replacing vegetation.

(2) Grading, stripping, or other soil-disturbing practices.

(3) Filling or dumping.

(4) Draining the buffer area by ditching, underdrains, or other systems.

(5) Use, storage, or application of pesticides, except for the spot spraying of noxious weeds or nonnative species consistent with recommendations of the Shawnee County Soil Conservation District.

(6) Housing, grazing, or other maintenance of livestock.

(7) Storage or operation of motorized vehicles, except for maintenance and emergency use.

(b) The following structures, practices, and activities are permitted in the buffer, with specific design or maintenance features, subject to the review of the Director of the ~~Department of Public Works of the City~~ Utilities or designee.

(1) ~~Roads~~, Pedestrian bridges, foot paths, and utilities.

(2) Stream restoration projects, facilities and activities are permitted within the ~~forest~~ buffer.

(3) Water quality monitoring and stream gauging reading are permitted within the buffer.

(4) Individual trees within the buffer may be removed with prior approval from the ~~Water Pollution Control Division~~ Director of Utilities.

(c) Fences constructed within the buffer zone must be of an open, split rail or wood plank type design. Metal fencing may be added but only as an attachment to an acceptable wood fence design. Added metal fencing may not exceed the height of the wood fence. Screening material of any kind is prohibited. ~~No fencing of any kind may extend into the 100-year floodplain area.~~

(d) Stream Buffer Easement: The owner of the project shall secure all the necessary easements on a permanent basis, including a stream buffer easement for the stream buffer area included in the project design. The stream buffer easement shall provide for access to the buffer at reasonable times for periodic inspection by the city, or its contractor or agent and shall require the property owner to ensure that the stream buffer is maintained in proper working condition to meet design standards and any other provisions established by this chapter. All easements shall be shown on the recorded

934 plat granted by separate, recorded instrument and shall run with the land until they are
935 lawfully released.

936 Section 20. That section 17.10.070, Enforcement procedures, of The Code of
937 the City of Topeka, Kansas, is hereby amended to read as follows:

938 **Enforcement procedures.**

939 (a) The Director of ~~the Department of Public Works~~Utilities or designee is
940 authorized and empowered to enforce the requirements of this chapter in accordance
941 with the procedures of this section.

942 (b) If, upon inspection or investigation, the Director or his/her designee is of
943 the opinion that any person has violated any provision of this chapter, he/she shall with
944 reasonable promptness issue a correction notice to the person. Each such notice shall
945 be in writing and shall describe the nature of the violation, including a reference to the
946 provision within this chapter which has been violated. In addition, the notice shall set a
947 reasonable time for the abatement and correction of the violation. Failure to abate or
948 correct the violation or seek a waiver or variance, as may be applicable, will render the
949 person ineligible for future building permits or for City approvals until such time as the
950 violation is abated, corrected or resolved by waiver or violation as may be applicable.

951 (c) Any person who violates any provision of this chapter may be liable for
952 any costs or expenses incurred as a result thereof by the City.

953 Section 21. That section 17.10.080, Waivers - Variances, of The Code of the
954 City of Topeka, Kansas, is hereby amended to read as follows:

955 **Waviers – Variances.**

956 (a) The Director of ~~Public Works~~Utilities or designee may grant a waiver for
957 any of the following:

(1) Those projects or activities serving a public need where no feasible alternative is available.

(2) The repair and maintenance of public improvements where avoidance and minimization of adverse impacts to wetlands and associated aquatic ecosystems have been addressed.

(3) Those developments which have had buffers applied in conformance with previously issued requirements.

(4) Those developments that are redeveloping parcel(s) that are predominately impervious to maintain that impervious area.

(b) Variances for development may be granted if deemed appropriate by the Director of ~~Public Works~~Utilities or designee~~;~~. Subject to Planning and Development Director approval, additional density elsewhere on the site may be allowed to counterbalance in the loss of developable land due to the requirements of this chapter.

~~(1) The buffer width of a type I, II, or III stream may be reduced and the buffer permitted to become narrower at some points as long as the average width of the buffer meets the minimum requirement. This averaging of the buffer may be used to allow for the presence of an existing structure or to recover a lost lot, as long as the streamside area is not disturbed by the narrowing, and no new structure is built within the 100-year floodplain.~~

~~(2) Subject to Topeka Planning Commission approval, additional density elsewhere on the site may be allowed to counterbalance in the loss of developable land due to the requirements of this chapter.~~

(c) The applicant shall submit a written request for a waiver or variance to the Director of ~~Public Works~~Utilities or designee. The application shall include specific

reasons justifying the variance and any other information necessary to evaluate the proposed variance request. The Director of ~~Public Works~~Utilities may require an alternatives analysis that clearly demonstrates that no other feasible alternatives exist and that minimal impact will occur as a result of the project or development. At a minimum, a variance or waiver request shall include the following information:

(1) A site map that includes locations of all streams, wetlands, and other natural features, as determined by field survey;

(2) A description of the shape, size, topography, slope, soils, vegetation and other physical characteristics of the property;

(3) A detailed site plan that shows the locations of all existing and proposed structures and other impervious cover, the limits of all existing and proposed land disturbance, both inside and outside the buffer area. The exact area of the buffer to be affected shall be accurately and clearly indicated;

(4) Documentation of unusual hardship should the buffer be maintained;

(5) At least one alternative plan, which does not include a buffer or setback intrusion, or an explanation of why such a site plan is not possible;

(6) A calculation of the total area and length of the proposed intrusion; and

(7) Proposed mitigation, if any, for the intrusion. If no mitigation is proposed, the request must include an explanation of why none is being proposed.

(d) In granting a request for a waiver or variance, the Director of ~~Public Works~~Utilities may require site design, landscape planting, fencing, the placement of

signs, and the establishment of water quality best management practices in order to reduce adverse impacts on water quality, streams, wetlands, and floodplains.

Section 22. That section 17.30.040, Findings of fact, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Findings of fact.

(a) Flood Losses Resulting from Periodic Inundation. The special flood hazard areas of the City are subject to inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base; all of which adversely affect the public health, safety and general welfare.

(b) General Causes of the Flood Losses. Flood losses are caused by the cumulative effect of development in any delineated floodplain causing increases in flood heights and velocities; and the occupancy of flood hazard areas by uses vulnerable to floods, hazardous to others, inadequately elevated, or otherwise unprotected from flood damages.

(c) Methods Used to Analyze Flood Hazards. The flood insurance study (FIS) that is the basis of this chapter uses a standard engineering method of analyzing flood hazards, which consist of a series of interrelated steps.

(1) Selection of a base flood that is based upon engineering calculations which permit a consideration of such flood factors as its expected frequency of occurrence, the area inundated, and the depth of inundation. The base flood selected for this chapter is representative of large floods, which are characteristic of what can be expected to occur on the particular streams subject to this chapter. The base flood is the flood that is estimated to have a one

percent chance of being equaled or exceeded in any one year as delineated on the current effective Federal Insurance Administrator's FIS, and illustrative materials ~~dated September 29, 2011, as amended,~~documented in the Interior Drainage Area Maps of the Topeka Levee Certification package, and any future revisions thereto.

(2) Calculation of water surface profiles that are based on a standard hydraulic engineering analysis of the capacity of the stream channel and overbank areas to convey the regulatory flood.

(3) Computation of a floodway required to convey this flood without increasing flood heights more than one foot at any point.

(4) Delineation of floodway encroachment lines within which no development is permitted that would cause any increase in flood height.

(5) Delineation of floodway fringe, i.e., that area outside the floodway encroachment lines, but still subject to inundation by the base flood.

Section 23. That section 17.30.070, Lands to which this chapter applies, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Lands to which this chapter applies.

(a) This chapter shall apply to all lands within the jurisdiction of the City of Topeka, Kansas, identified as numbered and unnumbered A Zones, AE, AO, and AH zones, on ~~the index map dated September 29, 2011, of the fFlood iInsurance rRate mMap (FIRM) panels released on the associated FIRM Index dated September 29, 2011,~~ as amended, and any future revisions thereto; and the ~~flood insurance study (FIS)~~ designated AH zones illustrated as interior drainage area floodplains (or levee ponding areas) in the Interior Drainage Area Maps of the Topeka Levee Certification package or

any other work map areas designated by the City of Topeka that can be considered
best available data. In all areas covered by this chapter, no development shall be
permitted except through the issuance of a floodplain development permit, granted by
the City Council or its duly designated representative Manager or designee under such
safeguards and restrictions as ~~the City Council or its designated representative may~~
~~reasonably impose~~ are necessary for the promotion and maintenance of the general
welfare, health of the inhabitants of the community, and as specifically noted in Article III
of this chapter.

(b) In addition, this chapter shall also apply to those lands which, based on
the most accurate information available to the Development Services Director, fall within
the ultimate 100-year floodplain.

Section 24. That section 17.30.160, Application, of The Code of the City of
Topeka, Kansas, is hereby amended to read as follows:

Application.

To obtain a floodplain development permit, the applicant shall first file an
application in writing on a form furnished for that purpose. Every floodplain development
permit application shall:

(a) Describe the land on which the proposed work is to be done by lot, block
and tract, house and street address, or similar description that will readily identify and
specifically locate the proposed structure or work;

(b) Identify and describe the work to be covered by the floodplain
development permit;

(c) Indicate the use or occupancy for which the proposed work is intended;

(d) Indicate the assessed value of the structure and the fair market value of

the improvement;

(e) Specify whether development is located in designated flood fringe or floodway;

(f) Specify whether development is located in a designated Zone AH floodplain or levee ponding area as designated by the City of Topeka;

(fg) Identify the existing base flood elevation and the elevation of the proposed development;

(gh) Give such other information as reasonably may be required by the Floodplain Administrator;

(hi) Be accompanied by plans and specifications for proposed construction; and

(ij) Be signed by the permittee or his authorized agent who may be required to submit evidence to indicate such authority.

Section 25. That section 17.30.180, General standards, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

General standards.

(a) No permit for floodplain development shall be granted for new construction, substantial improvements, and other improvements, including the placement of manufactured homes, within any numbered or unnumbered A, AE, AO, and AH zones, unless the conditions of this article are satisfied.

(b) All areas identified as unnumbered A zones on the FIRM are subject to inundation of the 100-year flood; however, the base flood elevation is not provided. Development within unnumbered A zones is subject to all provisions of this chapter. If flood insurance study data is not available, the Floodplain Administrator shall obtain,

review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources.

(c) Until a floodway is designated, no new construction, substantial improvements, or other development that exceeds 5,000 square feet of impervious surface or is part of a larger common plan of development that exceeds 5,000 square feet of impervious surface, including fill, shall be permitted within any unnumbered or numbered A zones, AH zones or AE zones on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community, will not exceed the lowest adjacent grade of the lowest impacted habitable structure, and will not exceed the current water surface elevation at the location of a habitable structure currently impacted by the floodplain.

(d) No new construction, substantial improvements or other development, including fill, shall be permitted within a designated Zone AH floodplain or levee ponding area designated by the City of Topeka unless it is demonstrated that all fill in the Zone AH/ponding area is offset by compensating cut to negate volume losses, with the compensatory storage being frequency/stage based for the 2yr, 10yr, 25yr, 50yr, and 100yr events.

(e) No new construction, substantial improvements or other development that exceeds 5,000 square feet of impervious surface or is part of a larger common plan of development that exceeds 5,000 square feet of impervious surface, including fill, shall be permitted within a Zone AE floodplain fringe zone on the FIRM, unless it is demonstrated that the water surface elevation will not exceed the lowest adjacent grade

of the lowest impacted habitable structure, and will not exceed the current water surface elevation at the location of a habitable structure currently impacted by the floodplain.

(f) No new construction, substantial improvements or other development, including fill, resulting in alternations to a stream that has a drainage area greater than 640 acres (1 square mile) shall be permitted without KDA-DWR approval for the stream change, unless the change is specifically exempt from the KDA-DWR regulations.

(dg) All new construction, subdivision proposals, substantial improvements, prefabricated structures, placement of manufactured homes, and other developments shall require:

(1) Design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) Construction with materials resistant to flood damage;

(3) Utilization of methods and practices that minimize flood damages;

(4) All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

(5) New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination from them during flooding; and

(6) Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within special flood hazard areas are required to assure that:

(i) All such proposals are consistent with the need to minimize flood damage;

(ii) All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;

(iii) Adequate drainage is provided so as to reduce exposure to flood hazards; and

(iv) All proposals for development, including proposals for manufactured home parks and subdivisions, of five acres or 50 lots, whichever is lesser, include within such proposals base flood elevation data.

(eh) The storage or processing of materials within the special flood hazard area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited. Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation, or if readily removable from the area within the time available after a flood warning.

Section 26. That section 17.30.210, Areas of shallow flooding (AO and AH zones), of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Areas of shallow flooding (AO and AH zones).

Located within the areas of special flood hazard as described in TMC 17.30.070

are areas designated as AO and AH zones. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. The following provisions apply:

(a) AO Zones.

(1) All new construction and substantial improvements of residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the City's FIRM (at least two feet if no depth number is specified).

(2) All new construction and substantial improvements of any commercial, industrial, or other nonresidential structures, including manufactured homes, shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the City's FIRM (at least two feet if no depth number is specified) or together with attendant utilities and sanitary facilities be completely floodproofed to that level so that the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

(3) Adequate drainage paths shall be required around structures on slopes, in order to guide floodwaters around and away from proposed structures.

(b) AH Zones.

(1) The specific standards for all areas of special flood hazard where base flood elevation has been provided shall be required as set forth in TMC

1197 17.30.180 and TMC 17.30.190.

1198 (2) Adequate drainage paths shall be required around structures on
1199 slopes, in order to guide floodwaters around and away from proposed structures.

1200 Section 27. That section 17.30.220, Floodway, of The Code of the City of
1201 Topeka, Kansas, is hereby amended to read as follows:

1202 **Floodway.**

1203 Located within areas of special flood hazard established in TMC 17.30.070 are
1204 areas designated as floodways. Since the floodway is an extremely hazardous area due
1205 to the velocity of floodwaters that carry debris and potential projectiles, the following
1206 provisions shall apply:

1207 (a) The City shall select and adopt a regulatory floodway based on the
1208 principle that the area chosen for the regulatory floodway must be designed to carry the
1209 waters of the base flood without increasing the water surface elevation of that flood
1210 more than one foot at any point.

1211 (b) The City shall prohibit any encroachments, including fill, new construction,
1212 substantial improvements, and other development within the adopted regulatory
1213 floodway unless it has been demonstrated through hydrologic and hydraulic analyses
1214 performed in accordance with standard engineering practice that the proposed
1215 encroachment would not result in any increase in flood levels within the community
1216 during the occurrence of the base flood discharge. Documentation shall be provided to
1217 the City of Topeka for any permits required by the KDA-DWR and/or FEMA.

1218 (c) If subsection (b) of this section is satisfied, all new construction and
1219 substantial improvements shall comply with all applicable flood hazard reduction
1220 provisions of this article.

(d) In unnumbered A zones, the City shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources as set forth in TMC 17.30.180(b).

Section 28. That section 18.235.090, Stormwater best management practice credits, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

Stormwater best management practice credits.

Credits may be authorized up to 20 percent when stormwater best management practices are incorporated into the landscape plan, subject to the approval of the ~~Water Pollution Control Division, City of Topeka~~ Director of Utilities. Such practices shall adhere to recognized principles of stormwater drainage engineering, ~~and consist of but are not limited to:~~ The list of Best Management Practices (BMPs) available for credits and their potential credit is set forth in the City of Topeka Stormwater BMP Design Handbook.

~~(a) Bioretention systems.~~

~~(b) Open vegetated channels.~~

~~(c) Filter strip.~~

~~(d) Dry and wet swales.~~

~~(e) Detention systems.~~

~~(f) Retention/wetland systems.~~

~~(g) Stream buffers.~~

~~A point value of credit for stormwater best management practices shall be established by separate resolution of the City of Topeka.~~

Section 29. That original §§ 13.25.090, 13.35.010, 13.35.050, 13.35.060,

17.10.020, 17.10.040 through 17.10.080, 17.30.040, 17.30.070, 17.30.160, 17.30.180, 17.30.210, 17.30.220 and 18.235.090 of The Code of the City of Topeka, Kansas, are hereby specifically repealed.

Section 30. This ordinance shall take effect and be in force on January 1, 2021 after its passage, approval and publication in the official City newspaper.

Section 31. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 32. 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

What is TMC Chapter 13.25?

TMC Chapter 13.25 consists of Topeka's stormwater utility code sections declaring the City's responsibility for operating the City's stormwater management system and financing necessary system repairs and improvements. The code regulates stormwater drainage fees for residential and nonresidential developed properties and describes stormwater drainage fee adjustments. Currently, the code allows fee adjustments for stormwater **quantity** best management practices (BMPs) only.

Why is Topeka revising TMC Chapter 13.25?

The current language in TMC Chapter 13.25 that describes the stormwater drainage fee adjustments is not clear, often causing confusion when determining the appropriate fee adjustment for a particular site. In addition, it does not include adjustments for stormwater **quality** BMPs. These BMPs are now an important piece of Topeka's stormwater program requirements and goals. A fee adjustment for compliance and implementation of stormwater quality BMPs is warranted.

What revisions to TMC Chapter 13.25 are proposed?

The proposed revisions to Chapter 13.25 are confined to in Section 13.25.090 which establishes stormwater drainage fee adjustments for stormwater BMPs. In addition to proposing new fee adjustments for stormwater quality BMPs, various other revisions were made to the text to eliminate confusion about fee adjustment calculations. All revisions proposed are in keeping with the goals of Topeka's stormwater management program and the proposed improvements to stormwater quality and quantity requirements in TMC Chapters 13.35 and 13.40. The maximum total fee adjustment for a site will remain at 40%, which is the current maximum adjustment. The proposed fee adjustments are shown in the table below.

Code Change?	Description of Stormwater BMP Design	Fee Adjustment
No change	The property meets Topeka's stormwater quantity requirements for volume control. Runoff is fully retained onsite.	30%
No change	The property drains to a stormwater system that is not owned and operated by the City of Topeka	30%
Revised	The property meets Topeka's stormwater quantity requirements for peak flow control.	5% for each design storm event achieved, up to a maximum of 30%
New	The property meets Topeka's stormwater quality requirements.	10%
New	The property exceeds Topeka's stormwater quality requirements by 5% or more.	10%

All fee adjustments are subject to proper maintenance and operation of the stormwater BMPs. This means that the fee will be discounted in keeping with the table above so long as property owners protect, inspect, and maintain the BMPs on their property in keeping with the requirements of TMC Chapter 13.40 and the new *Property Owner's Guide to Stormwater BMP Maintenance*.

What is TMC Chapter 13.35?

TMC Chapter 13.35 consists of the City's code sections that regulate stormwater quality at new land developments and redevelopments that disturb more than 1 acre of land. These code sections are required by the Environmental Protection Agency (EPA) and Kansas Department of Health and Environment (KDHE) via Topeka's municipal stormwater permit. Informally, the permit's name is the *MS4 Permit*.

Why is Utilities revising TMC Chapter 13.35?

TMC Chapter 13.35 is being revised for two primary reasons.

1. Topeka must improve the code sections to comply with all of the stormwater quality requirements of the MS4 Permit and to comply with requirements under the Agreed Order of Consent.
2. Topeka's current stormwater detention requirements are outdated and disconnected from stormwater quality design requirements. Today, we have a better understanding of how Topeka's watersheds and streams respond to storms and how designs can achieve multiple objectives.

What is changing in Topeka's stormwater quality requirements?

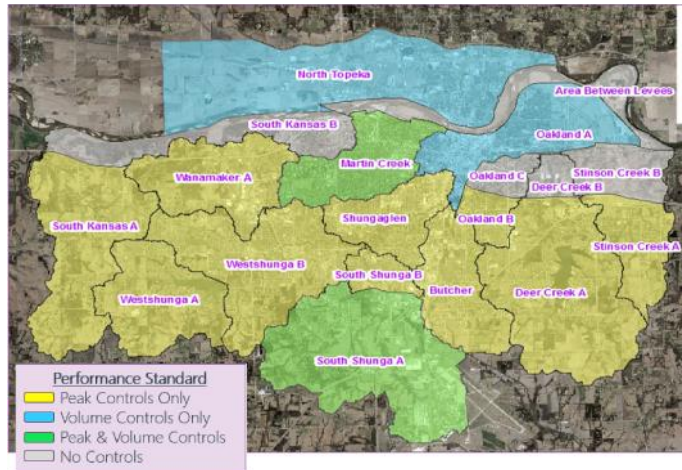
TMC Chapter 13.35 is being revised to better clarify the main stormwater quality treatment requirement. The revision requires the use of a Level of Service-based method for designing stormwater quality best management practices (BMPs). So, revising TMC Chapter 13.35 to use this method will ensure Topeka remains in compliance with its current MS4 permit and places the City in position to comply with expected future permit requirements. It also provides developers and engineers with a familiar and flexible design requirement, as many of them already use this method. Finally, the method aligns well with the vision for growth and pillars for prosperity outlined in Topeka's *Land Use and Growth Management Plan*.

Beyond that, the revisions to TMC Chapter 13.35 are largely administrative in nature, primarily to comply with administrative deficiencies identified by EPA during their 2019 audit of Topeka. First, the revisions clarify and expand on the requirements for stormwater design plans. Topeka Utilities has gradually instituted these requirements over the past year via a comprehensive design plan checklist, so much of this is already familiar to developers and site designers. Second, the revisions add new requirements for an as-built plan and a site inspection when construction is done. These are necessary to confirm that stormwater treatment practices are constructed properly and are clean and functional when construction is finished, and the new property owner takes over. This is critically important since owners are responsible for the operation and maintenance of stormwater practices on their property.

What is changing in Topeka's detention requirements?

Topeka's current stormwater detention (i.e., stormwater quantity) requirement, now in the City's *Design Criteria and Drafting Standards*, is outdated. First, it doesn't recognize that stormwater quality treatment is now a common part of stormwater design. Today, municipalities will credit the stormwater removed from the system by certain stormwater quality controls and will include design specifications for stormwater practices that control both stormwater quality and quantity. So, the proposed revisions to Topeka's stormwater quantity code includes these modern approaches.

Second, there was a need for Topeka to have a “tailored” approach to stormwater detention and volume requirements to ensure that the correct type or level of stormwater controls was implemented based on characteristics of the basin. With advances in engineering analysis, stormwater practitioners know that “one size fits all” standards can result in worsening flood conditions as a municipality grows, or unnecessary requirements in some areas. In Topeka, we now have a good understanding of City watersheds and streams and how they respond to storms. In 2019, the Kansas Department of Agriculture awarded the City a grant to develop computer models of our watersheds and streams. The models helped us understand how to optimize Topeka’s stormwater quantity standards based on watershed and stream sensitivity to stormwater runoff. As a result, the proposed code revision varies the required flood protection control depending on the watershed a proposed land development is located in. The map shown to the right is a graphical depiction of the required standards. The map is provided to make it easy for site designers to understand which watershed their development is located in and the relevant performance requirement.



Will TMC Chapter 13.35 replace Topeka’s *Design Criteria and Drafting Standards*?

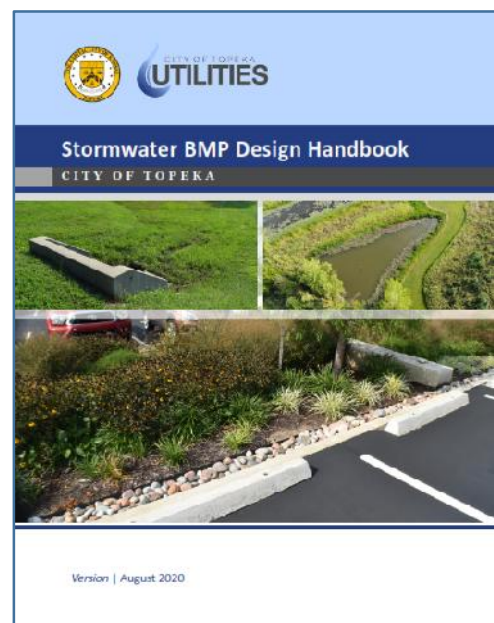
No. Topeka Utilities proposes to remove the outdated detention and design plan requirements from the *Design Criteria and Drafting Standards* and include the revised standards in TMC Chapter 13.35. The current stormwater system design standards (for street-side inlets, pipes, ditches, etc.) will remain in the *Design Criteria and Drafting Standards*. In addition, policies, design specifications, and design guidance to support the requirements of the revised TMC Chapter 13.35, such as the map shown above, will be provided in a new *City of Topeka Stormwater BMP Design Handbook*. The cover of the Handbook is shown on the right.

Were design stakeholders involved in the update?

Yes. A meeting in December 2019 educated stakeholders on the proposed revisions. Numerous listening sessions occurred in the months that followed to gather stakeholder comments. Changes to the proposed code were made based on the comments. An additional workshop was held in August 2020.

Will developers and engineers be trained on the revised requirements?

Yes. Topeka Utilities plans to provide virtual training on both TMC Chapter 13.35 and the Stormwater BMP Design Handbook after adoption of the code revisions.



What is TMC Chapter 13.40?

TMC Chapter 13.40 is a new code chapter being proposed by Topeka Utilities to regulate the maintenance of stormwater best management practices (BMPs) that are located on private properties. BMPs are stormwater quality treatment practices and flood protection controls (i.e., detention and retention basins). The regulation of stormwater BMP maintenance is required by the Kansas Department of Health and Environment (KDHE) in Topeka's municipal stormwater permit. This permit is sometimes called the *MS4 Permit*. BMP design and construction is addressed in TMC Chapter 13.35.

If Topeka already regulates BMP design & construction, why do we need new code?

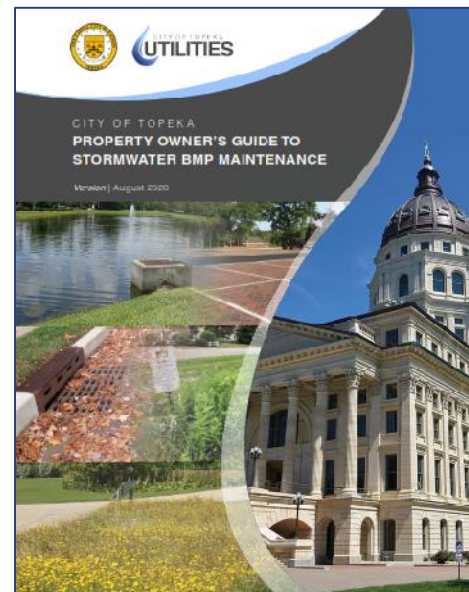
The table below explains the differences between TMC Chapter 13.35 and proposed TMC Chapter 13.40.

	TMC Chapter 13.35	TMC Chapter 13.40 (new)
Purpose	Regulate the design and construction of stormwater quality and quantity BMPs	Regulate the long-term maintenance of stormwater quality and quantity BMPs
Applies to	Properties over specific size thresholds that are being developed	Properties that have stormwater quality and/or quantity BMPs already constructed
Primary audience	Land developers and land development designers	Property owners
Basic Requirement	Design and construct stormwater BMPs in accordance with City of Topeka requirements	Maintain BMPs in accordance with City requirements to ensure their proper function.

Because TMC Chapter 13.35 regulates BMP design and construction on properties undergoing development, it is unsuitable for the regulation of stormwater BMP maintenance at properties that are developed (i.e., design and construction activities are finished).

Since Topeka already regulates stormwater BMPs, what is changing?

Currently Topeka's code places the responsibility for long-term maintenance of stormwater BMPs on the owner of the property where the BMPs are located. This requirement is not proposed to change. We are simply moving this requirement from TMC Chapter 13.35 to TMC Chapter 13.40. However, the proposed new code expands upon this basic requirement by establishing minimum standards for maintenance, setting rules for owner-led inspections of BMPs, and placing restrictions on BMP areas to avoid damage and improper function. To help owners understand and implement these requirements, Chapter 13.40 is supported by an informative guidance document called the *City of Topeka Property Owner's Guide to BMP Maintenance*. The cover of the Maintenance Guide is shown on the right. The table on the next page highlights the main requirements of TMC Chapter 13.40 and the supporting information provided in the Maintenance Guide.



	TMC Chapter 13.40 <i>(Each requirement refers to the Maintenance Guide as the standard method for compliance)</i>	Maintenance Guide <i>(The supporting information described below is given for each type of BMP allowed in Topeka)</i>
How to maintain	Property owners must protect and maintain BMPs to ensure their proper function as shown in the as-built plan <i>(this plan is required by the proposed revisions to TMC Chapter 13.35)</i>	Specific maintenance actions are explained in detail. Pictures of good maintenance and unmaintained BMPs are provided.
When to maintain	BMPs must be maintained in perpetuity	General maintenance schedules are provided for each BMP and general BMP components
How to inspect	Inspections are required in order to determine when and what maintenance is needed	Specific inspection actions are explained in detail and by inspection type. Pictures of BMP components are provided.
When to inspect	} Routine inspections as needed } 2-year inspections <i>(must be documented)</i> } 6-year inspections <i>(must be performed and documented by registered prof. engineer or landscape architect)</i> Documentation of 2- and 6-year inspections must be retained by the owner. The City may request and review them.	General schedule information is provided by BMP and, to some degree, by component. Inspection checklists with explanatory information is provided for the two and six-year inspections. These can also be used for routine inspections at the discretion of the maintainer.
What NOT to do	Specific uses and activities that can damage BMPs or introduce pollutants into the BMP are identified and prohibited. <i>(Examples: storage of motor vehicles or wastes; gardening or crops, livestock holding area; kennels, trash dump areas)</i>	Refers to Chapter 13.40

Why does Topeka need to improve its stormwater BMP maintenance requirements?

Topeka's MS4 permit requires the City to ensure the long-term operation and maintenance of stormwater quality BMPs. It is common for municipalities to adhere to this requirement by placing the responsibility for BMP maintenance on property owners. As a result, effective compliance with the permit condition typically includes municipal regulatory authority (City code), administrative processes (maintenance and inspection oversight by City staff), and educational support tools (maintenance and inspection guidance for BMP owners). Beyond the permit however, many cities are experiencing increased pressure on their stormwater level-of-service as a result of aging, unmaintained private infrastructure. Today, it is not uncommon for an old, overgrown detention basin to become an eyesore (at best) or a flooding problem (at worst). The improvements to Topeka's stormwater BMP maintenance code can help such issues from happening on BMPs constructed after adoption of the ordinance.

Were stakeholders involved in the development of the code?

Yes. A meeting in December 2019 educated stakeholders on the new requirements. Numerous listening sessions occurred in the months that followed to gather stakeholder comments. Changes to the proposed code were made based on the comments. An additional workshop was held in August 2020.

Will property owners be educated on the maintenance requirements?

Yes. Topeka Utilities plans to provide virtual education on both TMC Chapter 13.40 and the Maintenance Guide after adoption of the revised code.

What is TMC Chapter 17.10?

TMC Chapter 17.10 is currently Topeka's stream buffer code chapter. It regulates the land use, protection, restoration and long term maintenance of the land adjacent to a stream in order to protect long term water quality. It does this through requiring specific set back distances from the stream.

Regulations are common and are in place throughout the nation and the state. Some Kansas communities that have stream buffer regulations include Gardner, Johnson County, Lenexa, Olathe, Overland Park, and Platte County. These communities have adopted ordinances that protect the stream buffer by requiring setbacks and protection.

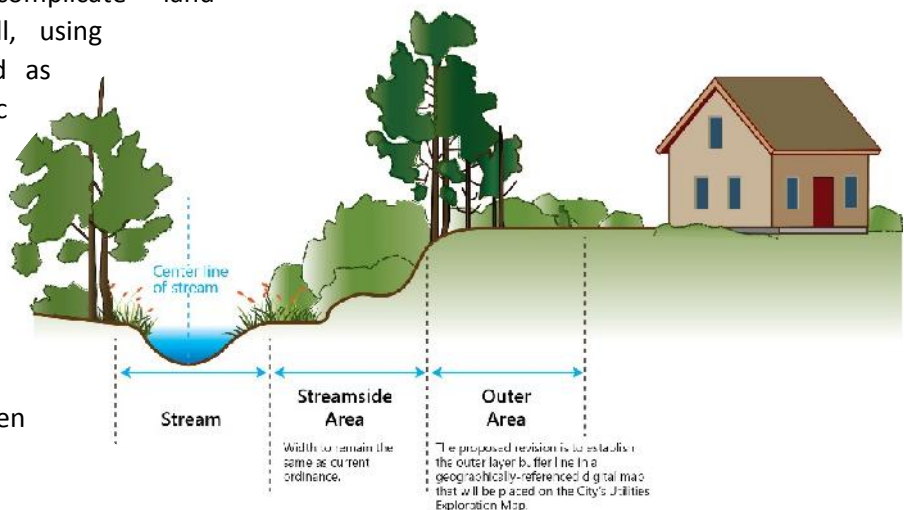
What is a stream buffer and why is it important?

A stream buffer, also called riparian buffer/area/zone, is the vegetated area next to and along a stream. Buffers generally have a mix of native trees, plants, and grasses, and can be restricted from development or encroachment. The trees, plants, and grasses in a stream buffer protect water quality by filtering out pollutants that are carried by stormwater runoff, such as sediment, bacteria, fertilizers and pesticides. Stream buffers also preserve wildlife habitat by allowing stream channels to meander naturally, providing shade that keeps the water cool, and holding the banks in place during high flows.



Why does Topeka need to revise TMC Chapter 17.10?

The basic current requirements of TMC Chapter 17.10 are shown in the table below. Note that the table indicates the two areas of a stream buffer: the **streamside area**; and the **outer area**. Note also that the ordinance requires adjustments to the Outer Area width of a stream buffer based on steep slopes, erodible soils, and other physical conditions that can influence stream flow. These adjustments can be confusing and tend to complicate land development designs. As well, using these adjustments is outdated as they are not based on scientific analysis of the stream. With advances in stream modeling, we know that streams will change as land is developed and they encounter higher and faster flows after storms. These changes can impact property as streambanks widen toward buildings and roadways.



	Streamside Area	Outer Area
Width	Width requirement ranges from 15ft to 50ft depending on stream size	Width requirement ranges from 15ft to 50ft depending on stream size Width adjustments based on slope, erodible soils, and physical conditions
Vegetation	Native plants only	Native plants or managed lawn depending on stream type
Uses	Flood control, utility corridors, foot paths, road crossings	Biking/hiking paths, flood control, detention/retention structure, utility corridors, stormwater BMPs, residential yards, landscaped areas
Function	Protect the physical & ecological integrity of the stream ecosystem	Protect key components of the stream, filter & slow velocity of stormwater runoff

What revisions to TMC Chapter 17.10 are proposed?

Computer models of Topeka's streams were developed in 2019 using a Kansas Department of Agriculture grant awarded to Topeka Utilities. After the models were determined to accurately reflect Topeka's streams, they were used to predict streambank movement as land in the City of Topeka continues to develop in the future. This prediction allows us to determine a boundary for the Outer Area that is based on the science of stream flow and the expected growth in Topeka over the next several years.

Topeka Utilities proposes to revise TMC Chapter 17.10 to use the stream buffer boundary predicted by the computer models to set the boundary of the Outer Area of the stream buffer. This changes the uppermost righthand box in the table, which will be provided by the City. The width of the streamside area (the left side of the table) will remain the same as it is defined currently. This change eliminates the confusion and often baseless adjustments in the current code chapter. As a result, we strongly believe the use of these models to regulate stream buffers in Topeka will prevent property loss and economic impacts that otherwise would result from expanding streams.

There are other minor revisions to Chapter 17.10 to clarify nomenclature and definitions, align buffer requirements with other City code, and establish easement and code variance conditions.

Will developers and site designers need to run models to design a stream buffer?

No. The stream widths are already predicted by the model. Topeka Utilities will provide the stream buffer line in a geographically-referenced digital map that will be placed on the City's Utilities Exploration Map for easy access and use by site designers. In fact, this approach will eliminate confusion on buffer adjustments by providing the required buffer boundary for designers.

Was the design community involved in the update?

Yes. Topeka Utilities held meetings with land development design stakeholders in December 2019 and August 2020 to gauge their opinion about the above updates. The proposed revision was well received by the meeting participants.

What is TMC Chapter 17.30?

TMC Chapter 17.30 contains Topeka's floodplain management code sections. It regulates land development within the special flood hazard areas of the City. Its purpose is to mitigate the effects of flooding and promote public health and safety during large storm events. It also maintains the City of Topeka's eligibility for participation in the National Flood Insurance Program (NFIP), which makes flood insurance available to local property owners.

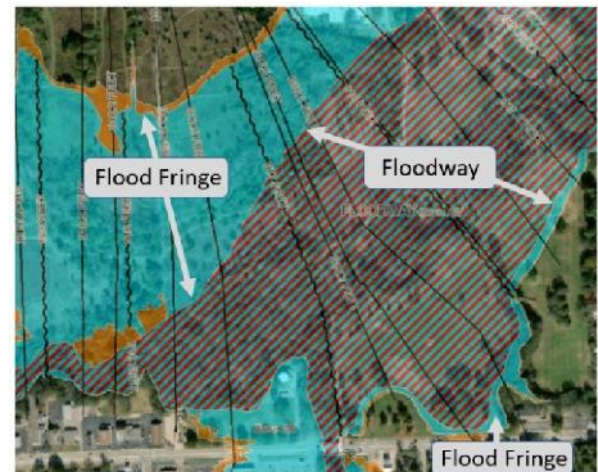
Why is Topeka revising TMC Chapter 17.30?

The current requirements of TMC Chapter 17.30 do not address flood zones behind the City of Topeka levee systems. These levee ponding areas, also known as interior drainage area floodplains, were determined as part of the Topeka Levee Certification project through detailed modeling of the levee system. The levee ponding areas are critical flood storage features. Preserving the available storage volume in these areas is key to reducing or eliminating flood impacts on neighboring areas. In addition, TMC Chapter 17.30 provides little guidance on development in flood fringe areas to ensure existing properties are protected.



What revisions to TMC Chapter 17.30 are proposed?

Revisions to the code chapter are proposed for construction in all levee ponding areas. These areas will be designated as FEMA AH zones once the draft maps become effective and are currently designated by the City as best available data for the subject areas. Any fill in an AH zone/ponding area must be offset by compensating cuts to maintain the overall flood storage volume. In addition, proposed land development projects that add 5,000 square feet or more of buildings, pavement, and other hard surfaces and is located in any mapped flood zone must demonstrate that the development will not cause an increased flood risk to an existing habitable structure located in or adjacent to the FEMA floodplain.



Was the design community involved in the update?

Yes. Topeka Utilities has implemented compensating cut/fill requirements for development projects within levee ponding areas since the Levee Certification material is the best information available. As a result, the design community has already been following this practice. In addition, Utilities held a meeting with land development design stakeholders on August 18, 2020 and described the proposed revisions to this code chapter.

What is TMC Chapter 18.235?

TMC Chapter 18.235 is Topeka's landscape requirements. The code chapter regulates landscaping requirements for new development. The purpose of this chapter is to enhance, protect, and promote the aesthetic, ecological, and economic environment in the City of Topeka through landscaping associated with new construction.

Why is Topeka revising TMC Chapter 18.235?

The only section being revised in the landscape requirements is TMC Chapter 18.235.090 Stormwater Best Management Practices (BMPs). The current language in TMC Chapter 18.235.090 Stormwater BMP Credits needed to be updated to reference the new City of Topeka Stormwater BMP Design Handbook and reflect the values developed by the City of Topeka Planning and Utilities Departments. The current section provides a maximum 20% credit to any type of BMP regardless of whether it is vegetated or not. Topeka Utilities and Planning worked together to determine the appropriate credits to provide to the various stormwater BMPs based on the intent of the code chapter which is to enhance the ecological and aesthetic conditions of the property.

What revision to TMC Chapter 18.235 is proposed?

The proposed revision to Chapter 18.235.090 provides a reference to the City of Topeka Stormwater BMP Design Handbook for the landscape credits by BMP type. In turn, the Handbook establishes the credit values for each type of BMP (see the Handbook's landscape credit table below). Vegetated BMPs will have higher landscape credits than non-vegetated BMPs. This revision will eliminate confusion in the current ordinance and promote the use of vegetated BMPs which can reduce and/or clean runoff. (The picture below shows a bioretention BMP in a landscaped parking lot island as an example of a vegetated BMP.) This credit provides a direct benefit to developers by allowing the landscape and stormwater regulations to work together and use the same developable area to meet two City requirements.



BMP Type	Landscape Credit (see TMC Chapter 18.235.090)
VEGETATED BMPS ¹	
Native Vegetation Established or Preserved	20%
Rain Garden	
Bioretention	
Vegetated Filter Strip	
Native Vegetation Swale	
BMPs THAT REDUCE IMPERVIOUS AREA	
Green Roof	10%
Pervious Concrete	
Porous Asphalt	
Modular Concrete Block	
Cistern	
INFILTRATION BMPs	
Infiltration Basin	10%
Infiltration Trench	
DETENTION BMPS ¹	
Extended Wet Detention	10%
Extended Dry Detention ²	
MEDIA FILTRATION BMPs	
Surface Sand Filtration	0%
Underground Sand Filter	
Pocket Sand Filter	
Perimeter Sand Filter	
OTHER SYSTEMS	
Proprietary Media Filtration	0%
Hydrodynamic Devices	
Baffle Boxes	
Catch Basin Inserts	



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
September 15, 2020

DATE:	September 15, 2020	DOCUMENT #:
CONTACT PERSON:		PROJECT #:
SECOND PARTY/SUBJECT:		
CATEGORY/SUBCATEGORY		
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING: