



City Council Chambers 214 SE 8th
Street, 2nd Floor Topeka KS 66603
<https://www.topeka.org>

Governing Body Agenda

November 12, 2024
6:00 PM

Mayor: Michael A. Padilla

Councilmembers

Karen A. Hiller	District No. 1	Marcus D.L. Miller	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
David Banks	District No. 4	Michelle Hoferer	District No. 9
Brett D. Kell	District No. 5		

City Manager: Dr. Robert M. Perez

Addressing the Governing Body: Public comment for the meeting will be available via Zoom or in-person. Individuals must contact the City Clerk's Office at 785-368-3940 or via email at cclerk@topeka.org by no later than 5:00 p.m. on the date of the meeting, after which the City Clerk's Office will provide Zoom link information and protocols prior to the meeting. View the meeting online at <https://www.topeka.org/communications/live-stream/> or at <https://www.facebook.com/cityoftopeka/>.

Written public comment may also be considered to the extent it is personally submitted at the meeting or to the City Clerk's Office located at 215 SE 7th Street, Room 012B, Topeka, Kansas, 66603 or via email at cclerk@topeka.org on or before the date of the meeting for attachment to the meeting minutes.

If you need any accommodations for the meeting, please contact the City ADA Coordinator at 785-368-4470. Kansas Relay Service at 800-766-3777. Please provide a 48 Hour Notice if possible. Assistive listening devices are available for use in the community forum.

Agendas are available by 5:00 p.m. on Thursday in the City Clerk's Office, 215 SE 7th Street, Room 012B, Topeka, Kansas, 66603 or on the City's website at <https://www.topeka.org>.

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

1. ROLL CALL:

2. APPOINTMENTS:

A. Board Appointment - Topeka Board of Zoning Appeals

BOARD APPOINTMENT recommending the reappointment of Carole Jordan to the Topeka Board of Zoning Appeals to fill a term ending December 1, 2027. *(Council District No. 1)*

B. Board Appointment - Board of Plumbing Appeals

BOARD APPOINTMENT recommending the reappointment of Doug Snook to the Board of Plumbing Examiners for a term ending December 31, 2026. *(Council District No. 7)*

C. Board Appointment - Board of Building and Fire Appeals

BOARD APPOINTMENT recommending the appointment of Toby Taggart to the Board of Building and Fire Appeals for a term ending September 6, 2026. *(Outside City Limits)*

3. PRESENTATIONS:

- **City of Topeka Fire Medical Transport Analysis Report**

4. CONSENT AGENDA:

A. Professional Engineering Contract Amendment - Recreation Engineering & Planning - Kansas Weir Project Project 281255.04

APPROVAL of a Utilities Engineering Contract Amendment between the City of Topeka and Recreation Engineering & Planning, in an amount not to exceed \$89,800 for engineering services.

(Approval will authorize the City Manager to sign and execute the contract amendment to advance the preliminary design to detailed design, conduct floodplain impact analysis, and develop select permit application documents to support the Kansas River Weir Improvements Project 281255.04.)

B. Professional Engineering Contract - Bartlett and West, Inc. - Hydraulic Water Model Upgrades 281245.18

APPROVAL of a Utilities Engineering Contract between the City of Topeka and Bartlett and West, Inc., in an amount not to exceed \$175,000 for engineering services.

(Approval will authorize the City Manager to sign and execute the contract to provide for hydraulic water modeling upgrades to the GIS integrated water distribution system project 281245.18.)

C. MINUTES of the regular meeting of October 15, 2024

D. APPLICATIONS:

5. ACTION ITEMS:

A. Resolution - Amending the 2025-2034 CIP and 2025-2027 CIB - Lead Service Line Replacement Project No. 281361

RESOLUTION introduced by the Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler, amending the 2025-2034 Capital Improvement Plan (CIP) and 2025-2027 Capital Improvement Budget (CIB) to include Project No. 281361. *(The Public Infrastructure Committee recommended approval on October 15, 2024.)*

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would amend the CIP/CIB to add the project and authorize the total project budget in the amount of \$74,280,000.)

B. Public Hearing and Resolution - State Revolving Fund Loan for costs related to inventorying or replacing lead service lines

PUBLIC HEARING concerning a proposed loan in an amount not to exceed \$74,280,000 to be taken by the City of Topeka from the Kansas Public Water Supply Loan Fund administered by Kansas Department of Health and Environment (KDHE) pursuant to KSA 65-163c et seq.

RESOLUTION introduced by City Manager Dr. Robert M. Perez, authorizing the filing of an application to the Kansas Department of Health and Environment regarding a loan from the Kansas Public Water Supply Loan Fund.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would authorize City staff to proceed with the preparation and execution of a loan agreement with KDHE for the purposes of permanently financed costs related to inventorying or replacing lead service lines.)

C. Kansas Department Of Transportation (KDOT) Real Estate Conveyance - City Fleet Garage

CONVEYANCE of real estate to the State of Kansas for \$3,685,887.76.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would convey the current light duty fleet garage located 210 SE 4th Street, adjacent to the Law Enforcement Center to the State of Kansas.)

D. Labor Agreement - Teamsters Local No. 696

APPROVAL of a three-year labor agreement between the City of Topeka and Teamsters Local No. 696, representing street maintenance employees.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval will provide the terms and conditions of the employee-employer relationship as tentatively agreed to between Management and the Union and authorize the City Manager to execute the agreement effective January 2025 through December 2027.)

E. Ordinance - Pest Elimination Amendments

ORDINANCE introduced by the Public Health and Safety Committee comprised of Councilmembers Hiller, Valdivia-Alcala, Banks and Duncan, concerning pest elimination responsibilities set forth in the 2012 International Property Maintenance Code, amending 8.60.170 of the Topeka Municipal Code and repealing the original section. *(The Public Health and Safety Committee recommended approval on October 23, 2024.)*

Voting Requirement: Action requires at least five (5) votes of the City Council. Mayor does not vote. The proposed ordinance involves a matter of home rule on which the Mayor has veto authority.

(Approval would amend the TMC concerning pest elimination responsibilities by adding language that clarifies the landlord as well as the tenant has responsibility when more than one unit in a multifamily property is affected.)

6. NON-ACTION ITEMS:

A. Discussion - SW Huntoon Street Reconstruction Project Design

DISCUSSION of design options for the SW Huntoon Street, Street Design Project from Gage Boulevard to Harrison Street.

(Staff is seeking direction from the Governing Body on which design option to choose for the SW Huntoon Street Improvement Project.)

B. Discussion - 2025 Legislative Agenda

DISCUSSION regarding the 2025 City of Topeka Legislative Agenda. *(The Policy and Finance Committee recommended approval on October 22, 2024.)*

(Proposed priorities relate to Finance and Taxation, Public Safety Welfare, Community and Economic Development.)

7. PUBLIC COMMENT:

Public comment for the meeting will be available via Zoom or in-person. Individuals must contact the City Clerk's Office at 785-368-3940 or via email at cclerk@topeka.org by no later than 5:00 p.m. on the date of the meeting, after which the City Clerk's Office will provide Zoom link information and protocols prior to the meeting. Written public comment may also be considered to the extent it is personally submitted at the meeting or to the City Clerk's Office located at 215 SE 7th Street, Room 012B, Topeka, Kansas, 66603 or via email at cclerk@topeka.org on or before the date of the meeting for attachment to the meeting minutes. View the meeting online at <https://www.topeka.org/communications/live-stream/> or at <https://www.facebook.com/cityoftopeka/>.

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
November 12, 2024

DATE: November 12, 2024
CONTACT PERSON: Mayor Michael A. Padilla **DOCUMENT #:**
SECOND PARTY/SUBJECT: Carole Jordan Board of **PROJECT #:**
Zoning Appeals
Appointment
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the reappointment of Carole Jordan to the Topeka Board of Zoning Appeals to fill a term ending December 1, 2027. *(Council District No. 1)*

VOTING REQUIREMENTS:

Action requires at least five (5) votes of the City Council. Mayor does not vote.

POLICY ISSUE:

The board of zoning appeals shall administer the details of appeals from or other matters referred to it regarding the application of the zoning regulations in accordance with the general rules set forth in the Topeka Municipal Code.

STAFF RECOMMENDATION:

Councilmember Hiller nominates and Mayor Padilla recommends the reappointment of Carole Jordan for a three-year term ending December 1, 2027.

BACKGROUND:

This is a City-created board requiring the Council nominate and the Mayor appoint. If no Council nominations are received the Mayor may appoint. The Board of Zoning Appeals shall consist of seven members appointed by the Mayor. None of the members shall hold any other public office by the City except two members may be members of the Topeka Planning Commission. The appointees shall reside inside the corporate area of the city of Topeka. Members shall be appointed for terms of three years each. Ms. Jordan does not hold a public office for the City and she resides within the corporate area of the city as required.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

C, Jordan - Application

City of Topeka Boards and Commissions Application

Submitted on	12 September 2024, 9:07AM
Receipt number	270
Related form version	8

Profile

First Name	Carole
Last Name	Jordan
Email Address	carolejordan53@yahoo.com
Street Address	134 Southwest Broadmoor Avenue
Suite or Apt	134 SW Broadmoor Ave
City	Topeka
State	Kansas
Zip	66606-1257
Are you a resident of the City of Topeka?	Yes
What district do you live in?	District 1
Primary Phone	7854099982
Alternate Phone	7853544933
Employer	retired
Job Title	
Which Board would you like to apply for?	Board of Zoning Appeals
Are you a registered voter?	Yes
Are you currently a full or part-time employee of the City of Topeka?	No
Which department do you work for?	

Are you or any immediate family member related to any city governmental official or employee? No

Who are you related to and how are you related?

Are you or have you been a party to any civil litigation involving the City of Topeka? No

Please explain the litigation and your role in it:

Are you delinquent in payment of any taxes, fees, fines, or special assessments owed to the State of Kansas, Shawnee County or the City of Topeka? No

Please explain your delinquent payment situation.

Please state why you are interested in serving on this board or commission: This would be my third term. Although it doesn't meet often, it is an important venue for citizens to appeal decisions they feel strongly about.

Interests & Experiences

Please describe your education, experience, and expertise including any honors, awards, civic, cultural, charitable or professional organization memberships that relate to the position you are seeking.

I served two terms on the planning commission. I have a masters in public administration, am a past president of the league of women voters and volunteered with Heartland Visioning, Kansas Leadership Center, NOTO and other groups. In my last job I managed Kansas' CDBG grants to rural communities.

List any professional licenses you hold in Kansas and advise if they are current. (We reserve the right to request a copy of your license prior to approval of your appointment.) NA

**Please upload a resume or any additional information you believe may be helpful in considering your application. [caroleresume2024.docx](#)

Voluntary Self Identification

Ethnicity Caucasian/Non-Hispanic

Gender Female

Acknowledgements and Verification

Purpose of Information being submitted. I Agree

The information I am submitting is true and correct. I Agree

Your electronic signature



[Link to signature](#)

Notification to applicants for City Board/Commissions

Please be advised that your application and any documents that you attach are public records and, as such, are available to the public, upon request, pursuant to the Kansas Open Records Act.

If you are appointed to the position, your application and resume will be included in the governing body meeting agenda which is posted online.



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Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
November 12, 2024

DATE: November 12, 2024
CONTACT PERSON: Mayor Michael A. Padilla **DOCUMENT #:**
SECOND PARTY/SUBJECT: Doug Snook Board of Plumbing Appeals **PROJECT #:**
Appointment
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the reappointment of Doug Snook to the Board of Plumbing Examiners for a term ending December 31, 2026. *(Council District No. 7)*

VOTING REQUIREMENTS:

Action requires at least five (5) votes of the City Council. Mayor does not vote.

POLICY ISSUE:

The Board of Plumbing Examiners reviews applications and approves the issuance of licenses in accordance with City Code. The board is empowered to hear and determine interpretations of applicable codes and to permit exceptions, variances or waivers.

STAFF RECOMMENDATION:

Councilmember Dobler nominates and Mayor Padilla recommends the appointment of Doug Snook to the Board of Plumbing to an expired term ending December 31, 2026. This position may be filled by a licensed master plumber and must live within the city. Mr. Snook meets these requirements.

BACKGROUND:

This is a City-created board where the City Council nominates and the Mayor appoints. The board shall be comprised of five members; two licensed master plumbers, one engineer or equivalent practicing in the particular trade, and two persons who shall be a licensed journeyman, licensed master, or an engineer practicing in the particular trade. Members shall be appointed by the mayor and serve two-year terms.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

D. Snook - Application

City of Topeka Boards and Commissions Application

Submitted on	24 September 2024, 9:24AM
Receipt number	272
Related form version	8

Profile

First Name	Douglas
Last Name	Snook
Email Address	doug@pcikansas.com
Street Address	4125 SW Misty Harbor Ave
Suite or Apt	
City	Topeka
State	Kansas
Zip	66610
Are you a resident of the City of Topeka?	Yes
What district do you live in?	District 7
Primary Phone	785-845-6701
Alternate Phone	
Employer	Piping Contractor
Job Title	Plumbing Foreman
Which Board would you like to apply for?	Board of Plumbing Appeals
Are you a registered voter?	Yes
Are you currently a full or part-time employee of the City of Topeka?	No
Which department do you work for?	

Are you or any immediate family member related to any city governmental official or employee? No

Who are you related to and how are you related?

Are you or have you been a party to any civil litigation involving the City of Topeka? No

Please explain the litigation and your role in it:

Are you delinquent in payment of any taxes, fees, fines, or special assessments owed to the State of Kansas, Shawnee County or the City of Topeka? No

Please explain your delinquent payment situation.

Please state why you are interested in serving on this board or commission: Renewing my term

Interests & Experiences

Please describe your education, experience, and expertise including any honors, awards, civic, cultural, charitable or professional organization memberships that relate to the position you are seeking. Board of Plumbing Appeals Member

List any professional licenses you hold in Kansas and advise if they are current. (We reserve the right to request a copy of your license prior to approval of your appointment.) Master Plumber
Backflow Certified

**Please upload a resume or any additional information you believe may be helpful in considering your application.

Voluntary Self Identification

Ethnicity Caucasian/Non-Hispanic

Gender Male

Acknowledgements and Verification

Purpose of Information being submitted. I Agree

The information I am submitting is true and correct. I Agree

Your electronic signature



[Link to signature](#)

Alternative electronic signature

Notification to applicants for City Board/Commissions

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November 12, 2024

DATE: November 12, 2024
CONTACT PERSON: Mayor Michael A. Padilla **DOCUMENT #:**
SECOND PARTY/SUBJECT: Toby Taggart Board of Building and Fire **PROJECT #:**
Appeals Appointment
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Toby Taggart to the Board of Building and Fire Appeals for a term ending September 6, 2026. (*Outside City Limits*)

VOTING REQUIREMENTS:

Action requires at least five (5) votes of the City Council. Mayor does not vote.

POLICY ISSUE:

The City of Topeka Board of Building and Fire Appeals (BBFA) is responsible for reviewing and deciding on appeals relative to the application and interpretation of the currently adopted commercial and residential building and fire codes utilized within the Topeka jurisdiction. The BBFA has authority to hear and decide upon proposed alternatives, equivalencies and performance measures that may not be specifically prescribed by these codes. To be approved, any proposal must comply with the intent of the provisions of these codes. The BBFA does not have the authority to waive the requirements of these codes.

STAFF RECOMMENDATION:

Councilmember Hiller nominates and Mayor Padilla recommends the appointment of Toby Taggart to the Board of Building and Fire Appeals for a two-year term that will end September 6, 2026.

BACKGROUND:

This is a City-created board where the City Council nominates and the Mayor appoints. If no nominations are received, the Mayor may appoint.

The board shall be comprised of seven members who shall be currently licensed or engaged in or have

substantial past experience in the following fields or professions: licensed professional engineer, licensed architect, licensed commercial contractor, or other experienced professional working in a field related to building construction. The board shall always consist of at least two engineers, two architects, and one contractor. A board member who is otherwise qualified but does not reside in the City may be appointed if the candidate resides in Shawnee County and is employed or operates a business within the City and will serve a two-year term.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

T. Taggart - Application

City of Topeka Boards and Commissions Application

Submitted on	8 October 2024, 10:26AM
Receipt number	278
Related form version	8

Profile

First Name	Toby
Last Name	Taggart
Email Address	toby.taggart@certusse.com
Street Address	9530 SE ADAMS ST
Suite or Apt	
City	Wakarusa
State	Kansas
Zip	66546
Are you a resident of the City of Topeka?	No
What district do you live in?	Other/Outside City Limits
Primary Phone	7852910400
Alternate Phone	7852174861
Employer	Certus Structural Engineers
Job Title	Principal
Which Board would you like to apply for?	Board of Building and Fire Appeals
Are you a registered voter?	Yes
Are you currently a full or part-time employee of the City of Topeka?	No
Which department do you work for?	

Are you or any immediate family member related to any city governmental official or employee? No

Who are you related to and how are you related?

Are you or have you been a party to any civil litigation involving the City of Topeka? No

Please explain the litigation and your role in it:

Are you delinquent in payment of any taxes, fees, fines, or special assessments owed to the State of Kansas, Shawnee County or the City of Topeka? No

Please explain your delinquent payment situation.

Please state why you are interested in serving on this board or commission:

I would like to offer my expertise in structural engineering to help make decisions regarding interpretation and variances of the building code that may affect the safety the citizens of Topeka.

Interests & Experiences

Please describe your education, experience, and expertise including any honors, awards, civic, cultural, charitable or professional organization memberships that relate to the position you are seeking.

BS - Civil Engineering - Kansas State University
Secondary Major - Natural Resources & Environmental Science - Kansas State University
Employed as licensed Structural Engineering Consultant for over 20years
Currently serving as Advisor for BSA Aviation Explorer Post 8
American Society of Civil Engineers (member)
Kansas Society of Professional Engineers (member)

List any professional licenses you hold in Kansas and advise if they are current. (We reserve the right to request a copy of your license prior to approval of your appointment.)

Professional Engineer 16809 (current)

**Please upload a resume or any additional information you believe may be helpful in considering your application.

Voluntary Self Identification

Ethnicity Caucasian/Non-Hispanic

Gender Male

Acknowledgements and Verification

Purpose of Information being submitted. I Agree

The information I am submitting is true and correct. I Agree

Your electronic signature

Alternative electronic signature Toby R Taggart

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DATE: November 12, 2024
CONTACT PERSON: Isabel Ebersole, Tom Jenkins and Jeremy Wade, Wichita State University
DOCUMENT #:
SECOND PARTY/SUBJECT: City of Topeka Fire Medical Transport Analysis Report
PROJECT #:
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

- City of Topeka Fire Medical Transport Analysis Report

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

Topeka Fire Department - Presentation

Topeka Fire Department - Continued Support Final Report

PUBLIC POLICY & MANAGEMENT CENTER

Continued Support: Fire Medical Transport Analysis

City of Topeka | City Council | November 12, 2024

Background, Purpose, and Process

Previous Work | 2022 Review & Assessment



Identified potential service enhancements, specific emphasis on EMS



Provided information on department structure, best practices, and innovative community examples



Conducted data analysis and stakeholder engagement

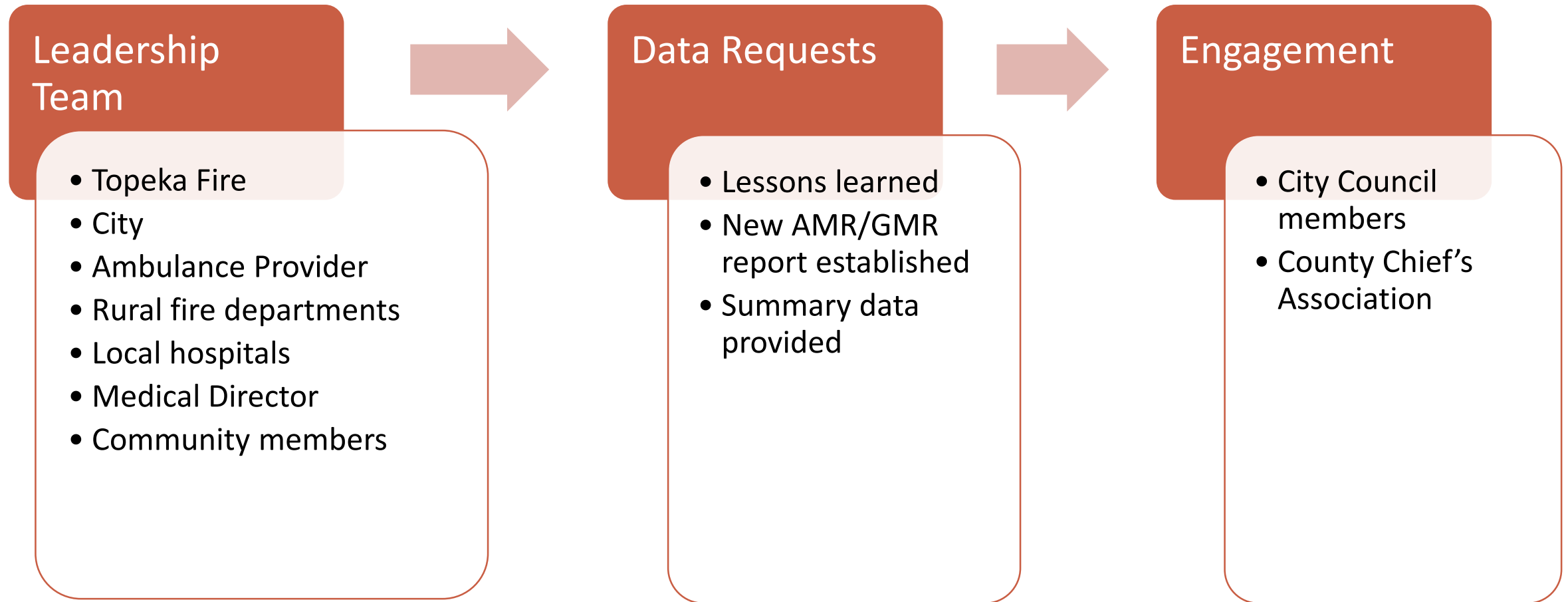


Developed 12 recommendations



1. What is an appropriate level of EMS service delivery to the community from the TFD?
2. What recommendations should be implemented to achieve this service level over a reasonable timeframe?

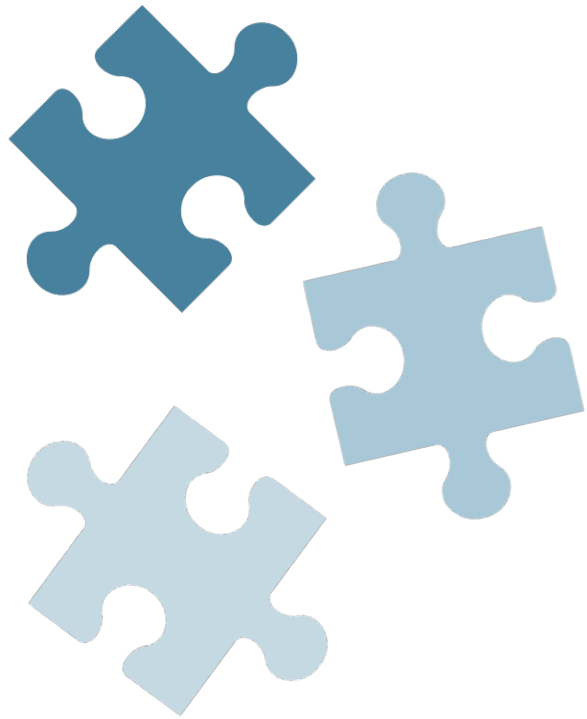
Process



No Perfect Solution

Ultimate Goal: The closest and most appropriate emergency resources meet industry standards for response time when a time sensitive emergency occurs

Complications



- Intergovernmental service area of the ambulance provider
- Dissimilar organizations providing the service
- The tiered response system
- 9-1-1 call management capabilities
- Limited resources for expansion and innovation

Recommendations

Three Focus Areas



Leadership & Accountability

- a. Establish a Collaborative Contract representing Shawnee County and the City of Topeka with AMR/GMR
 - i. Require a minimum of 5 advance life support ambulances inside the city limits
 - ii. Embrace incremental implementation of systems and methods as recommended

Leadership & Accountability

b. Assemble an EMS Advisory Board to serve as an intentional point of connection and provide a collaborative framework

Duties:

- Collective contract management
- Resolve emergency healthcare needs
- Analyze data from AMR/GMR and TFD
- Research programs for implementation
- Periodically evaluate the EMS delivery model

Recommended stakeholder groups for representation:

1. Shawnee County
2. City of Topeka
3. Topeka Fire
4. County Fire Official
5. Local Healthcare Representative
6. Citizen-at-large
7. Contracted Ambulance Provider
8. Medical Director (Ex-Officio, Non-Voting)

Interagency Coordination & Cooperation

- a. Resize the Geospatial Boundaries currently used to measure performance
 - i. The city should require performance reporting using geospatial boundaries that match fire station first-due areas or city council districts. This two-fold analysis would allow for more precise problem-solving strategies for future issues.

Interagency Coordination & Cooperation

- b. Evaluate Emergency Communications at the Shawnee County 9-1-1-Center to identify opportunities for enhanced call surveillance and processing

- c. Implement Public Engagement Apps to provide an enhanced level of bystander intervention and help with interagency awareness & coordination

Response & Deployment

- a. Develop the TFD workforce by implementing a program of Emergency Medical Technician – Advance & Paramedic Trainings for firefighters
 - Attempt to train between 12 and 18

- b. Develop the workforce of County Fire Departments by pursuing EMT-A and Paramedic programs

- c. Incrementally Move to Advance Life Support within existing TFD fire companies at the approximate rate of one per year until every TFD station has EMT-A/Paramedic level capability

Response & Deployment

- d. Staff and Implement Fire Department Ambulances, specifically three TFD ambulances available and in service by the second quarter of 2027.
 - These ambulances would support the *existing* EMS system and *only* respond to high priority medical call types and specific incidents associated with the fire department
 - i. These should be initially staffed as EMT-Basic level resources, with migration to EMT-Paramedic level resources by the fourth quarter of 2028



Chief T.C. Jenkins, *PPMC Project Associate*

Chief Jeremy Wade, *PPMC Project Associate*

Isabel Ebersole, *Research Project Manager*

www.Wichita.edu/PPMC

PUBLIC POLICY & MANAGEMENT CENTER



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UNIVERSITY

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PUBLIC POLICY & MANAGEMENT CENTER

Tom Jenkins, Project Associate/Technical Expert

Jeremy Wade, Project Associate/Technical Expert

Isabel Ebersole, Research Project Manager

Lucas Jonker, Student Assistant



Continued Support: Fire Medical Transport Analysis

City of Topeka | November 2024

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Acknowledgments

The Public Policy and Management Center (PPMC) would like to thank the members of the Leadership Team who assisted with input into this report, especially:

- Randall Phillips, City of Topeka, Fire Chief
- Antony Standifer, City of Topeka, Deputy Fire Chief
- Jon Antrim, Global Medical Response (GMR), Regional Director
- Charles Huber, American Medical Response (AMR), Operations Manager
- Kevin Flory, Shawnee Heights Fire District, Fire Chief
- Keith Warta, Community Member

Additional thanks to the City Council members who had input into this report:

- Neil Dobler, Council District 7
- Spencer Duncan, Council District 8
- Karen Hiller, Council District 1
- Michelle Hoferer, Council District 9
- Marcus Miller, Council District 6
- Christina Valdivia-Alcalá, Council District 2

Disclaimer

This study was conducted by the PPMC at Wichita State University. The PPMC is an independent research body unaffiliated with the City of Topeka. This report was prepared by the research team and data collected from external sources. PPMC's findings are based on assumption of data accuracy received from internal and external sources. The findings represent the findings, views, opinions, and conclusions of the research team using input and information from various internal stakeholders. The report does not express the official or unofficial policy of Wichita State University.

Introduction

Background

In 2022, the PPMC began work to understand and improve emergency medical response within the Topeka Fire Department (TFD). This included a review and assessment of the (TFD) with specific emphasis given to emergency medical services (EMS) and potential service enhancements that complimented all elements of an all-hazard response. The PPMC provided information on the department's current structure, best practices, and innovative community examples. The PPMC also conducted data analysis and stakeholder engagement. This work culminated in twelve recommendations (See Appendix). The nature of the emergency medical system in Topeka, specifically the interaction among the city, county, contractual ambulance provider and area fire departments left other items for consideration. Questions remained about what other recommendations might help transform the current system into one better suited for the needs of the city and surrounding areas. The City Council requested the PPMC provide continued support through a second analysis contained within this report.



Purpose

The purpose of this project was intentionally broad and targeted at the TFD and its emergency medical service delivery model. PPMC developed two overarching research questions:

1. What is an appropriate level of EMS service delivery to the community from the TFD?
2. What recommendations should be implemented to achieve this service level over a reasonable timeframe?

While the governing body or city officials did not provide a specific timeframe, PPMC focused on recommendations attainable within the next five years throughout the report's development.

Process

Starting in April 2024, the PPMC met regularly with a Leadership Team comprised of representatives from TFD, the City, the contractual ambulance provider (AMR/GMR), rural fire departments, local hospitals, and community members. The first focus of the Team was to determine what data would be helpful for the project. While the scope of the deliverable would be recommendations directly associated with the TFD, understanding emergency medical call types, frequency, and location was necessary.

An official request for data under the City's franchise agreement with AMR/GMR for 2022 to 2023 was made during the research phase of the project. The request included:

1. Distribution of emergency calls by time of day and day of week
2. Geospatial distribution of calls
3. Information on provider impression or call type (chest pains, falls, motor vehicle collisions, etc.)
4. Any information on performance relating to cardiac arrest
5. Any information regarding percentage transports by destination
6. Summary information on the number of ambulances and capability (ALS or BLS) for each day

Through communication with AMR/GMR representatives, the Team learned their data systems did not geographically track Topeka-specific, since the contract evaluates compliance based on county-wide zones that do not follow city limit boundaries. Most of the city is in an AMR/GMR geographic area referred to as “Zone 1”, with some portions in “Zone 2”. AMR/GMR worked swiftly to establish a new capability to collect information in a city-specific boundary. The report was available starting on June 1, 2024, but was unable to be utilized retroactively for the purposes of this work due to the small size of the dataset.

AMR/GMR provided summary data due to concerns about Protected Health Information. Data shared included:

Total calls for service

- Advanced Life Support (ALS) and Basic Life Support (BLS)
- Emergency and non-emergency

Calls meeting contractual response time requirements

Calls not meeting contractual response time requirements

- Advanced Life Support (ALS) and Basic Life Support (BLS)
- Emergency and non-emergency

Annual total average response times

- Emergency and non-emergency

Average response times by month

Nurse navigation utilization

- Daily transaction breakout (April 2023 through June 2024)
- EMS override breakout (September 2023 through June 2024)

Concurrent with the data request and research, the Team interviewed elected City Council members to better understand their experience with the EMS system and pertinent feedback from their constituents. Additionally, the PPMC also met with the County Chief's Association to gain insight of their similar, but unique, perspective on the county-wide EMS system. Information from these meetings is outlined later in this report in the section *Stakeholder Engagement*.

Challenge Summation

Through the regular leadership meetings, data analysis, and stakeholder engagement, the Team surmised there is no perfect solution for blending the capability of the TFD with the contractual ambulance provider. Many cities of similar size struggle with the same variables and questions that are encountered within Shawnee County and the City of Topeka. Fundamentally, the system works as designed when the closest and most appropriate emergency resources meet industry standards for response time when a time sensitive medical emergency occurs. Complicating this goal are the intergovernmental service area of the ambulance provider, dissimilar organizations providing the service, the tiered response system, 9-1-1 call management capabilities, and limited resources for expansion and innovation.

The final recommendations, using information gathered throughout the process, were designed, shaped, and informed by the Leadership Team and the PPMC into three identified focus areas:

1. Leadership and Accountability
2. Interagency Coordination and Cooperation
3. Response and Deployment

While other recommendations and ideas for improvement could be discussed and included, it was the intent of this report to identify actionable items that could provide strategic progress and establish foundational measures for future system enhancements and integrations. The recommendations contained in this report are anticipated for implementation over the next five years.

Recommendations

The recommendations contained in this report exist as tangible results of a collaborative effort for the purpose of the improvement of emergency medical performance, capability, and capacity within the City of Topeka to best serve residents. While outside the formal scope of this project, some of the recommendations are applicable to Shawnee County and the fire departments that construct the tiered response system in those areas. The process of recommendation development was iterative and involved all stakeholders of the Leadership Team. In many cases, discussion and modification to recommendations occurred to help create consensus. The following are the recommendations:

1. Focus Area: Leadership and Accountability

- a. Collaborative Contract: A collaborative contract representing both Shawnee County and the City of Topeka should be established between those entities and the contracted ambulance provider to address the needs and response complexity of the ambulance service areas.
 - i. The contract should require a minimum of five (5) advanced life support ambulances inside the city limits, as recommended in the previous PPMC report, and supported by the regional analysis conducted as part of this scope of work.
 - ii. The contract should embrace incremental implementation of systems and methods to address community healthcare needs and non-emergency medically related calls for service in evidence-based strategies as recommended by the ambulance contractor and/or TFD.

- b. EMS Advisory Board: While both the ambulance service and TFD serve to provide key time-sensitive services to the community, they lack fundamental connection and collaborative framework.

As part of the contract, an advisory board should collectively manage the contract, and provide direction for emergency medical responses, to both organizations. The EMS Advisory Board (EMSAB) should include single representative parties appointed from the following stakeholder groups serving terms in accordance with policies and procedures established by the board subsequent to its formation:

1. Shawnee County
2. City of Topeka
3. Topeka Fire
4. County Fire Official
5. Local Healthcare Representative
6. Citizen-at-large
7. Contracted Ambulance Provider
8. Medical Director (Ex-Officio, Non-Voting)

The EMSAB should exist to resolve emergency healthcare needs, analyze data presented from both the contractual ambulance provider and the TFD, research programs for implementation and periodically evaluate the EMS delivery model of the city/county.

2. Focus Area: Interagency Coordination and Cooperation

- a. Resize Geospatial Boundaries: The geospatial boundaries currently used to measure performance are too large to conduct analysis of performance at a granular level (e.g., city council district, neighborhood, etc.).
 - i. The City, as part of Recommendation 1a, should require performance from the ambulance contractor using geospatial boundaries that match fire station first-due areas or city council districts. This two-fold analysis would allow a more precise problem-solving strategy to future issues by identifying specific areas of concern(s).

- b. Evaluate Emergency Communication: The Shawnee County 9-1-1 Center should be evaluated to identify efficiency and effectiveness opportunities that would allow for enhanced call surveillance and processing as it relates to the fire department's emergency medical program.
- c. Implement Public Engagement Apps: The City of Topeka should consider public engagement apps, like PulsePoint, to provide an enhanced level of bystander intervention and help with interagency awareness and coordination.

3. Focus Area: Response and Deployment

- a. TFD Workforce Development: The Topeka Fire Department should implement a program of Emergency Medical Technician – Advanced and Paramedic Training for its firefighters. This program would provide for long-term staffing of advanced life support apparatus. At a minimum, this program should attempt to train between 12 and 18 firefighters each year. This, when allowing for normal public safety organization attrition, should allow for long-term expansion of advanced EMS service delivery by the TFD.
- b. County Workforce Development: County Fire Departments should pursue EMT-A and Paramedic programs to standardize EMS response for the contractor.
- c. Move to Advanced Life Support: The department should incrementally convert existing fire companies from Basic Life Support to Advanced Life Support (EMT-A or Paramedic) at an approximate rate of one per year until every TFD station has EMT-A/Paramedic level capability. This could be accomplished through one company having this capability in two company firehouses.
- d. Staff and Implement Fire Department Ambulances: The department should staff and implement three (3) fire department ambulances to be available and in service by the second quarter of 2027.

These ambulances, while operated as fire department assets, would support the *existing* EMS system provided by the ambulance contractor and only respond to high priority medical call types and specific incidents associated with the fire department (structure fires, hazardous materials releases, etc.). These resources would be available for dispatch by the contractor's dispatch center and supplement the overall ambulance ecosystem.

- i. These fire department operated ambulances should be initially staffed as EMT-Basic level resources, with migration to EMT-Paramedic level resources by the fourth quarter of 2028.



EMS Service Level Evaluation

A perfect formula for the deployment of ambulances across a community does not exist. Instead, the issue is complex and requires an understanding of a multitude of variables that impact emergency medical response. These include:

- Community demographics (population size, density, poverty levels)
- Geographic area, occupancies of high demand (e.g., skilled nursing facilities)
- Response model
- Level of service (EMT-Basic, EMT-Advanced, EMT-Paramedic)



To evaluate the deployment model for Topeka, the National Fire Protection Association (NFPA) Standard 1710 *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments* was utilized. Standard 1710 gives guidance on response times for medical calls and the necessary number of emergency responders necessary to operate such a model. This standard was utilized in previous consultant reports done by Emergency Services Consulting International (ESCI) and the International City Management Association (ICMA).

While this standard does specify response time expectations and staffing requirements, it does not directly contribute to determining how many ambulances might be necessary to protect Topeka, or what level of service the TFD should provide in a system in which the ambulances are operated by a third-party. This leaves the question – *what is the appropriate EMS service level for Topeka?* – without a complete answer.

EMS System Surveys

Because of the inability to apply a standard to the City and the limited access to primary data representing the problem(s) described by stakeholders, a survey was conducted to help further depict potential solutions.

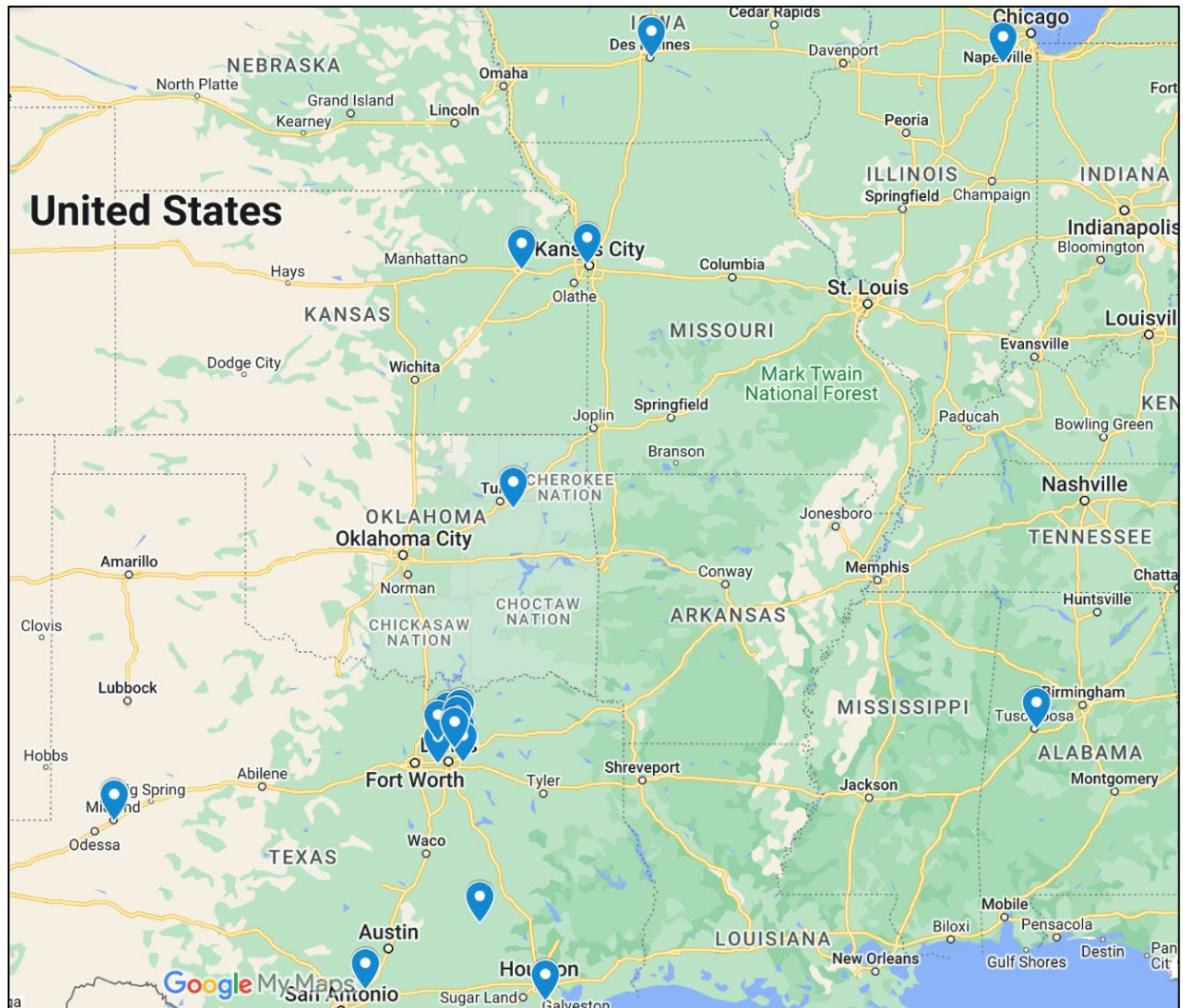
This survey was an effort to identify and analyze municipalities across the region of similar size to help gain insight to ambulance deployment, utilization, and distribution across a variety of service areas.

The criteria utilized for selecting cities for the survey included:

- Must have publicly available data for analysis
- Population of at least 100,000
- Located in the Central Time Zone

Nineteen different cities met the criteria listed above and were used by the PPMC as part of the survey.

Figure 1: Map Showing Cities Used for Regional Ambulance Survey by PPMC (2024)



While not intended from the onset, all the cities participating in the survey were from fire-based EMS systems. The PPMC originally desired to include both fire and non-fire ambulance data, however the availability of data from the non-fire-based systems were extremely limited and it was not possible to generate a representative sample.

The survey was utilized to gather important data metrics to help compare and contrast the various communities to help frame recommendations for Topeka. Those data points gathered included:

1. Number of ambulances deployed daily
2. Annual call volume
3. Population of the service area
4. Service area size
5. Total budget
6. Total personnel

Computing these various data points allows comparison of the model used in the City of Topeka. These standards can be used to assist in answering three major questions for the city of Topeka.

1. What is the range of ambulance quantity that should be expected for a city the geographic size of Topeka?
2. What range of population and call volume necessitate additional ambulances in the system?
3. Are there noticeable gaps in coverage models between Topeka and other municipalities in the survey?



The data analysis revealed the following.

Table 1: Regional Survey Results for Ambulance Provision

	Population Per Ambulance N=19	Response Area (sq. mi.) per ambulance* N=17	Annual Calls per ambulance N=19
Minimum	16,667	5.18	1086
Average	22,361	10.05	2741
Maximum	39,166	24.33	5744

For the square mile per ambulance comparison information, the cities of Odessa, TX and Midland, TX were removed because their total coverage area of responsibility was over 900 square miles, skewing the data provided.

Using data from the Topeka Fire Department and applying it to the various minimum, average and benchmark attributes of the representative sample help to identify minimum quantities of ambulances needed by the variables shown.

Table 2: Recommendation for Topeka from Ambulance Survey

	Ambulances Recommended by Population	Ambulances Recommended by Response Area	Ambulances Recommended by Call Volume
Minimum	3	6	5
Average	5	7	10
Benchmark	8	12	17

The table above shows what quantity of ambulances would be necessary to protect the City of Topeka, using information from the regional survey. The following is the methodology used to determine:

- The minimum quantity of ambulances is calculated by taking the associated metric for the City of Topeka (population, response area, call volume) and dividing it by the maximum value found in the survey.
- The benchmark quantity of ambulances is calculated by taking the same metrics and dividing it by the minimum value per ambulance found in the survey.

Determining whether the minimum, average or benchmark quantity of ambulances is an inexact science and involves careful consideration of other variables, such as response time standards, unit recoil time (how long it takes to respond, treat, transport and return an ambulance unit to service), staffing considerations, and other variables. For example, assuming an annual call volume of 25,434 emergency medical calls, utilizing the minimum number of ambulances suggested by the survey for population size would mean that each of the three ambulances would respond to over 20 emergency calls in a 24-hour period. A call volume of this size would have a detrimental impact on the EMS crews.

On the opposite end of the spectrum, utilizing the benchmark number of ambulances suggested by the survey for call volume would mean that each of the 17 ambulances would respond to just four calls in a 24-hour period. This level of service, while desirable from some perspectives is likely cost prohibitive and difficult from a staffing perspective.

Further analysis using a fourth data point was conducted based on feedback from the ambulance contractor and TFD relating to the frequency and intensity of ambulance utilization by some demographics of Topeka's population. The call volume for each of the survey departments was collected and compared to Topeka's to calculate the annual call volume per capita.

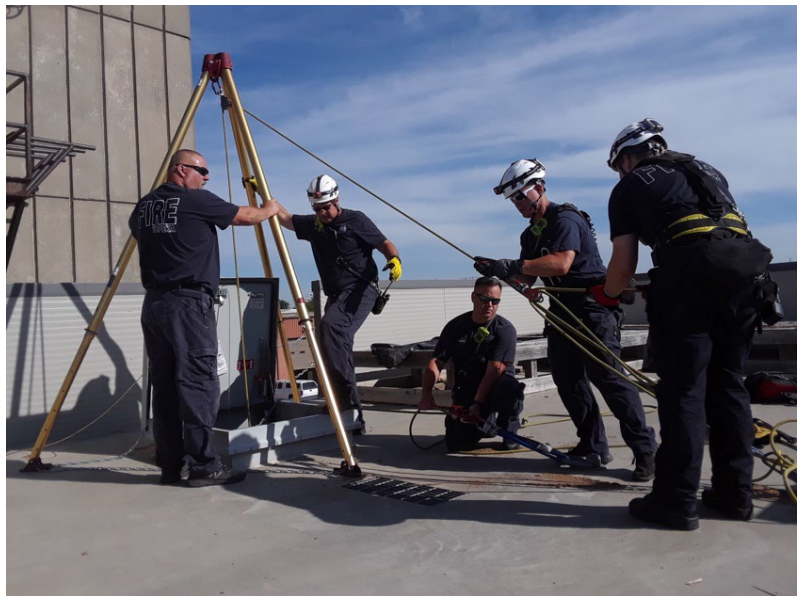


Table 3: Regional Survey Calls per 1000 Residents

	Annual EMS calls per Capita N=19
Minimum	0.06
Average	0.12
Maximum	0.20
Topeka	0.20

Using data from Topeka Fire Department, there are approximately .20 calls per year for each citizen, matching the maximum found in the survey (Kansas City, KS). This part of the analysis supports the information derived from stakeholders and highlights the need for sufficient resources for the city, based on the utilization by the population.

While the described minimum, average, and benchmark levels of service from the survey, when applied to the City of Topeka provide just general assessment, they also serve as a “litmus test” to any current or future ambulance deployment to a regional standard. Despite only being gathered from fire-based ambulance services, the data can be applied to other ambulance service types, such as private and hospital-based models.

City of Topeka – Contractual Ambulance Provider

This study also included insight into the baseline metrics and performance of the contractual ambulance provider. The information acquired was for calendar years 2022 and 2023.

The information on individual calls for service was unavailable for granular analysis of location, criticality and other attributes due to the privacy of the data. Additionally, the various zones used by the ambulance provider do not necessarily align with city limit boundaries, making the interpretation of performance for the City of Topeka difficult.

The ambulance provider utilizes a nationally recognized medical dispatching system to interrogate 9-1-1 callers requiring emergency medical response to prioritize and classify the calls accordingly. Calls are classified into advanced and basic life support categories based on the chief complaint or problem described by the caller. Contractually, emergency calls require a nine-minute response (travel) time measure from time an ambulance is dispatched until it arrives. Non-emergency calls are permitted a fifteen-minute response time.

Table 4: Ambulance Provider Emergency Incident Data (2022-2023)

	Emergency Calls	ALS Calls	BLS Calls	Response Time Compliance	Average Response Time (Emergency Calls)
2022	20,026	10,731 (53.5%)	9,295 (46.5%)	17,268 (86.2%)	6:52 n=5,186
2023	20,150	10,956 (54.4%)	9,194 (45.6%)	17,759 (88.1%)	6:49 n=5,258

In 2023, a total of 2,391 calls were classified as “late” in accordance with the contract between the ambulance provider and Shawnee County. This included 767 (3.8 percent) emergency calls of an advanced life support nature. Only 556 advanced life support calls classified as emergency received a response time of greater than ten minutes, representing just 2.7 percent of those categorized incidents.

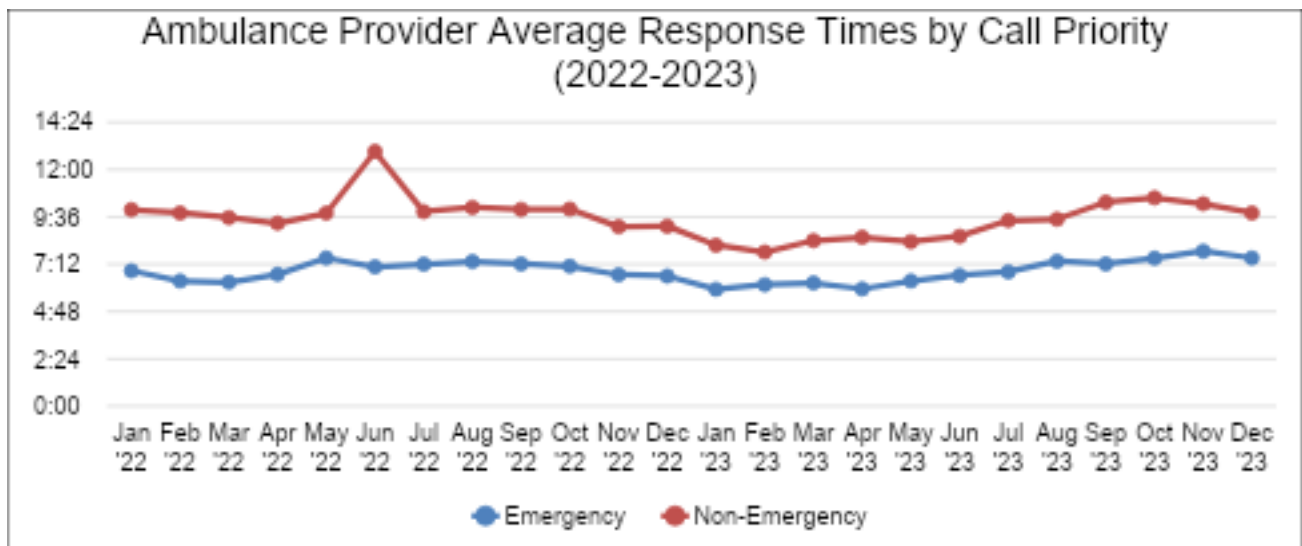
In 2022, a total of 2,758 calls were classified as “late” in accordance with the contract between the ambulance provider and Shawnee County. This included 789 (3.9 percent) emergency calls of an advanced life support nature. Only 248 advanced life support calls classified as emergency received a response time of greater than ten minutes, representing just 1.2 percent of those categorized incidents.

Average response times for each month during the years of 2022 and 2023 are shown in Figure 2. These response times, and the other attributes of the macro data discussed above, show overall compliance and dependability with the emergency medical system.

It is important to note that average response times are a measure of central tendency of a data set and do not measure performance in the same manner as the NFPA Standard 1710 previously mentioned, which uses a fractile measurement at the 90th percentile.

The City should consider utilizing percentile measurement of response times to help align with the governing standard and provide a more conservative analysis of response times. Coupled with geographic information identifying where long response times regularly occur, this information would help to target areas of Topeka that would need response time improvement.

Figure 2: Ambulance Provider Average Response Times by Call Priority (2022-2023)



Stakeholder Engagement

The work done by PPMC included the engagement of various stakeholders, from elected officials to other key operators in the emergency medical system, to gather the input, context, and help understand the impacts of the current deployment model. These engagements helped frame the recommendations.



City Council

The PPMC conducted three focus groups/interviews with seven of City Council members. All nine were invited to participate. With their geographic representation across the city, and important role in improving/changing the emergency medical response model, their input was vital to help guide the project. A secondary purpose of these meetings was to provide information to the council on comparable EMS models for their general knowledge and to improve future discussion. The PPMC developed a handout based on the information previously discussed in the section “Defining Appropriate EMS Service Level” to facilitate the discussion.

Following are the themes and observations that emerged from discussions with the City Council, in no priority order:

- There is a wide spectrum of knowledge and background on TFD and EMS depending on the interests, tenure, and personal experience of the elected official.
- Many of the council members indicated a need to have regular information updates regarding TFD and AMR’s performance.

- Each city council member is most familiar with the needs and concerns of the constituents in their district.
- The council members desire various options that include low-cost and/or no-cost changes and those that require greater investment by the City.
- The officials desire solutions/recommendations that support strategic goals of the TFD, but also desire for both the fire department and ambulance provider to work together in a productive way.

Familiarity with the Subject

Discussions revealed council members have varying knowledge on TFD, the City's EMS system, and the relationship between the two entities. Much of the familiarity with the issues and those agencies depends on the tenure of the individual member with the City Council. Some of the elected officials possess institutional knowledge associated with previous work of the fire department through reports published or work from the previous fire commission. Regardless of the individual's depth of familiarity, there was a desire for a better understanding of the issues, performance of the system, and future improvement.

Quantitative Understanding of Performance

Council members said they want to receive regular and enhanced updates on TFD and the ambulance provider's performance. However, there was some concern about the reliability or neutrality of information that comes directly from the sources. Council members wanted to know whether both services were meeting response times and were interested in the various types of calls handled by the entities.

Geographic Representation

Since members of the City Council are elected to represent geographic divisions of the city, their thoughts and perspective were often framed from the lenses of their constituents. A better understanding of the system's functional needs and service areas, rather than political boundaries, will allow for council members to have more strategic

conversations and provide policy direction to better the overall system and meet community needs. As noted in the recommendations, future improvements to the system include more granular information about performance within various geographic polygons of the city.

Long-Term Planning and Collaboration

In addition to the recommendations that come from this project, Council members were curious about the long-term plans of the department. Recognizing the importance of continued investment in the fire and EMS services. Council members felt it was important to integrate this current work into a larger planning initiative. Ultimately, Council members expressed an appreciation for the services provided and recognize the value of each. However, they feel there has been division between the organizations and want to see the services collaborate better.

County Fire Chiefs Association

While not directly in the scope of the report, it was regularly mentioned by various stakeholders that it was important to include and communicate with other fire entities outside of Topeka. Members of the County Fire Chiefs Association provided feedback on the following topics:

1. Elements working satisfactorily with the current EMS system
2. Concerns about and priorities for service delivery
3. Feedback from constituents, residents, and partners
4. Important issues to be communicated to key leaders within the City of Topeka regarding EMS delivery

The County Fire Chiefs felt communication, training, and response times from the ambulance provider and have improved but were concerned about the following topics:

- Staffing levels
- Readiness of staffing, specifically the experience of some medical providers
- Appropriateness of dispatching BLS units in certain situations
- Utilization of medical dispatching system (“ProQA”)

Their priorities for service delivery were timeliness, type of response, communication, and training. The Chiefs described their own frustrations, as well as those of their constituents, over their lack of influence in the EMS system. Participants suggested the only option for the county fire officials was to encourage citizens to reach out to county elected officials or the ambulance provider directly when concerns were identified. Chiefs felt limited in their ability to make change to the system and were described as consumers of the system, rather than participants. They felt it is in the best interest of the community for fire service to continue to achieve higher levels of EMS training to supplement and compliment the ambulance provider.



Conclusion

This report aimed to better understand what necessarily capabilities and future strategy needed to be integrated into the TFD to enhance the broader emergency medical system within the City of Topeka and Shawnee County. The proposed changes focus on three



critical areas: Leadership and Accountability, Interagency Coordination and Cooperation, and Response and Deployment. By fostering collaboration between the City, County, and the contracted ambulance provider, and by refining data-driven strategies, the recommendations set a clear path forward for improving response times, service delivery, and coordination.

Given the complexity of ambulance deployment, which involves numerous variables such as community demographics and geographic area, a flexible and adaptive approach is essential. Continuous evaluation and adjustment will be key to ensuring that the system remains responsive to the community's evolving needs. The proposed recommendations are actionable items, attainable over the next five years, which will lay the groundwork for continued progress in meeting the growing healthcare and emergency response needs of the greater Topeka area.

Appendix

The 2024 TFD report is built on the 2022 study conducted by the PPMC. Information provided in the initial study is listed below to provide context for all of the recommendations of this report.

1. In 2022, 68 percent of the 23,762 emergency incidents received by the department were for medical emergencies.
2. All TFD firefighters are certified to the EMT-Basic level. There are 21 firefighters certified at an EMT-A or Paramedic level that can provide ALS care.
3. The city of Topeka staffs 4 ALS engine companies.
4. The dispatch centers for both TFD and AMR are located at Shawnee County Emergency Communications Center (SCECC). Medical calls are handled by the AMR dispatchers located in the center.
5. AMR utilizes between six and eight ambulances each day, working 12-hour shifts, to provide service to the City and County.

Table 5: AMR Performance in Zone 1 (2020-2023)

Attribute	2020	2021	2022	2023
Total Calls	16,459	17,242	20,147	18,564
On Time Arrival	15,083	15,587	17,300	16,210
Late Arrival	1,376	1,655	2,847	2,354
Fines Issued	418	658	716	745
Percentage Late	8.4%	9.6%	14.1%	12.7%
Percentage Fined	2.5%	3.8%	3.6%	4.0%

The initial study of TFD conducted in 2022 gave 12 recommendations for the City of Topeka to implement. These recommendations are listed below:

1. Evaluate the current placement of advanced life support (ALS) fire companies taking into consideration the frequented posts of AMR ambulances, call patterns, and response time performance that exceeds 480 seconds travel time for an ALS resource (NFPA 1710 4.1.2.1).
2. Consider adding additional ALS fire companies into under-served areas of the City as performance issues are identified (ALS response greater than 480 seconds, 90 percent of the time, NFPA 1710 4.1.2.1).
3. Prioritize four-person staffing of ALS fire companies to allow the company's quick recoil after high-acuity EMS calls.
4. Consider establishing an EMS supervisor position on each shift and adding EMS staff positions to provide the leadership, training, and system reliability support to the EMS program.
5. Create a regular and productive communication framework to integrate the continuum of care provided by AMR and TFD, in accordance with Section 6 (B) of the City's franchise agreement. Leaders of these organizations should regularly meet to steer the EMS program with a defined agenda.
6. Modify the franchise agreement in 2024 to ensure a minimum of five ALS ambulances are available each day. Furthermore, at least 80% of on-duty ambulance resources should be ALS in capability.
 - a. ALS resources should be automatically sent to all first-alarm or greater structure fires in the City.
7. Create a process for automatic notification of "Status 0" to the TFD jointly with AMR and TFD input. Sharing this status will allow awareness of extended response times and prompt the dispatch of ALS companies in the absence of available ambulances.

8. Establish common nomenclature for the identification of ALS and BLS ambulances. Share estimated times of arrival between AMR and TFD using a CAD-to-CAD interface or similar process, so that the information on unit location is easily accessible to field responders.
9. Review 15% of medical calls receiving an EMD determinant code of “Delta” or “Echo” by an AMR EMD-Q. Share the results of each occurrence with TFD.
10. Complete a critical task analysis by TFD to tier its response to medical calls based on the complexity and task. This should be completed with medical director input and comment.
11. The City should create or improve incentives for the attainment of EMS training, including EMT-Advanced and EMT-Paramedic certification. These incentives should be targeted at ensuring competitiveness with the area departments used by TFD for contract negotiation.
12. The City should begin an aggressive campaign to train approximately 15-25 firefighters each year in a paramedic program. Consideration should be given to online programs, as allowed by the Kansas Board of Emergency Medical Services, due to their compatibility with firefighter schedules. Consideration should be given to training contracts for individual firefighters that would require them to continue employment with the TFD for a certain number of years.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
November 12, 2024

DATE: November 12, 2024
CONTACT PERSON: Sylvia Davis, Director of Utilities **DOCUMENT #:**
SECOND PARTY/SUBJECT: Recreation Engineering and Planning **PROJECT #:** 281255.04
CATEGORY/SUBCATEGORY: 007 Contracts and Amendments / 005 Professional Services
CIP PROJECT: Yes
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a Utilities Engineering Contract Amendment between the City of Topeka and Recreation Engineering & Planning, in an amount not to exceed \$89,800 for engineering services.

(Approval will authorize the City Manager to sign and execute the contract amendment to advance the preliminary design to detailed design, conduct floodplain impact analysis, and develop select permit application documents to support the Kansas River Weir Improvements Project 281255.04.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to approve the contract for professional services. Pursuant to TMC 3.30.010, all contracts for professional services exceeding \$50,000 must be approved by the Governing Body.

STAFF RECOMMENDATION:

Staff recommends the Governing Body approve the contract amendment as part of the consent agenda.

BACKGROUND:

On April 3, 2024 the City executed Contract No. 52029 for an amount of \$40,000 for Professional Engineering Services. Services included providing for the preliminary design and feasibility analysis relating to re-installation of the stop log or another design solution to increase water surface elevations upstream of the weir during low river flow conditions, while maintaining the benefits of the previously completed weir improvements project. City staff recommend and request approval of a contract amendment to advance from preliminary design and

feasibility to detailed design with the most qualified consultant for the project.

BUDGETARY IMPACT:

\$89,800

SOURCE OF FUNDING:

2024 Capital Improvement Plan
Resolution 9425
Water Operations Fund

ATTACHMENTS:

Description

Proposed Contract Amendment
Contract No. 52029 (April 3, 2024)
Recreation Engineering & Planning Scope of Work
2024 CIP Page 281255.00

CITY OF TOPEKA
CONTRACT NO. _____

AMENDMENT NO. 1 TO CITY OF TOPEKA CONTRACT NO. 52029

This Amendment No. 1 to City of Topeka Contract No. 52029 is entered into on this October 8, 2024, by and between the City of Topeka, Kansas, a duly organized municipal corporation, hereinafter referred to as "City" and Recreation Engineering & Planning, hereinafter referred to as "Engineer."

WHEREAS, City and Engineer entered into Contract No. 52029 on April 3, 2024, as amended by Amendment No. 1, for the purpose of Kansas River Weir Improvements Project; and

WHEREAS, City desires Engineer to perform certain additional consulting work.

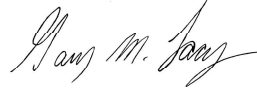
NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The total amount of compensation set forth in ATTACHMENT B of Contract No. 52029 shall increase by forty nine thousand eight hundred (\$49,800.00) for a total not to exceed amount of eighty nine thousand eight hundred (\$89,800).
2. The payment for the additional services to be performed under this Amendment shall be based on the 2024 Schedule of Hourly Charges set forth in ATTACHMENT F of City of Topeka Contract No. 52029.
3. The Scope of Services as set forth in Contract No. 52029 shall be amended to as follows:
 - A. Advance the preliminary design to detailed design, conduct floodplain impact analysis, and develop select permit application documents to support the Kansas River Weir Improvements Project. See attached REP scope dated September 13, 2024.
4. All other terms and conditions of City of Topeka Contract No. 52029 not specifically amended herein shall remain in full force and effect.

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

CITY OF TOPEKA, KANSAS

**RECREATION ENGINEERING &
PLANNING**



10/8/2024

Robert M. Perez, Ph.D., City Manager

Gary Lacy, President

ATTEST:

Brenda Younger, City Clerk

APPROVED AS TO FORM AND LEGALITY

DATE _____ BY _____

C&P DIRECTOR



Scope of Work for Professional Services
Kansas River Weir Improvements
Topeka, Kansas
By Recreation Engineering & Planning (REP)
September 13, 2024

The following scope of work is for professional services to complete detailed design (60%), floodplain impact analysis, and the development of select permit application documents to support the Kansas River Weir Improvements Project. REP designed the weir modifications that were constructed in two phases from August 2020 through May 2022. The constructed weir improvements included a boat passage and fish passage channel, weir safety improvements, and river access. The project was identified as City of Topeka project # T-281058.01.

Project Understanding

The weir improvements project included a lowering of the upstream water surface, primarily due to the removal of the stop log from the low notch channel through the south side of the weir. In the time since construction of the project, City of Topeka water plant operators have noted cavitation in some of their pumps during periods of low river flows coupled with high water demand.

REP completed an investigation into the re-installation of the stop log or another design solution to increase water surface elevations upstream of the weir during low river flow conditions, while maintaining the benefits of the weir improvements project, including public safety at the weir, fish passage, and boat passage. The results of the investigation are summarized in the technical memo dated 7/10/2024 and briefly summarized as follows. The reinstallation of the stoplog is not cost efficient for the service life and a more robust design solution was advanced to preliminary design and included in the technical memo package. This design solution is referred to as the construction of a new crest cap structure.

Based on our understanding of the project and the current needs, the approach outlined below includes estimated pricing to perform the required services through permit application submittal and limited follow up responses and analysis and development of permit level (60%) design plans. Additional and/or unanticipated permitting effort not included, final design, and construction services will be required and are not included in this scope. Hours are estimated not to exceed, only actual hours and expenses will be billed. A detailed fee breakdown by task and personnel is attached.

Schedule

The work for this scope is anticipated to begin upon execution of this contract. If a notice to proceed is not received within 6 months of the date of this proposal, REP reserves the right to update rates and fees. The submittal of permit applications is time sensitive. Receiving permit



authorizations from relevant permitting agencies is expected to take 4 – 6 months or longer and will be a driver of overall project schedule.

REP has prepared this scope to prioritize the path to permit application submittals. In-water work cannot commence until permits are received.

Final design, technical specification development, and bidding can commence prior to receiving permit authorizations. Therefore, these tasks have been excluded from this scope but can be completed in a subsequent work authorization.

Task 1 – Detailed Design (60% Design Development)

REP will advance the preliminary design plans dated 6/12/2024 to a 60% level to be delivered as a PDF plan set. These plans will include sufficient detail for permit applications but not for bidding or construction. The plans will include cross-sections, profiles, materials, construction access / dewater details, etc. REP will develop a list of anticipated technical specifications. Senior engineers to perform QA/QC. One virtual meeting to walk through the 60% design and explain process and rationale, and one round of review and comment by the City is included.

Detailed Design Plans: The design will include detailed project layout, dimensions, geometry, elevations, and materials sufficient to estimate quantities, and allow for review by the City. Permit level staging, access, and water control plan will be included. The design will be developed in AutoCAD software and will be delivered as PDF design plans.

60% Construction Cost Estimate: Development of an updated estimate of construction costs based on estimated materials quantities and other construction costs including dewatering and mobilization. At the 60% design stage, the cost estimate will be a Class 3 construction cost estimate (AACE classification, expected accuracy range -20% to +30%).

Deliverables: Detailed design (60%) PDF plans, 60% construction cost estimate

Task 1 Labor - \$16,620

Task 2 - Floodplain Impact Modeling

REP will perform hydraulic analysis to quantify floodplain impacts from the proposed project and provide a no-rise certification if the proposed design meets the requirements. REP will update the proposed conditions model to be consistent with the proposed design, perform an updated floodplain impact hydraulic analysis, and develop a floodplain impact report detailing the hydraulic analysis performed, and any floodplain impacts as a result of the proposed project. The project will be designed to meet no-rise requirements if possible, and a no-rise certification is included in this task.

For the purposes of this scope, we assume that a 1D HEC-RAS model of the appropriate reach of the Kansas River is available and represents existing conditions reasonably well. It is assumed that all floodplain analysis will be completed utilizing 1D HEC-RAS. It is assumed that the City will provide REP with the most recent hydraulic model available for the reach.



Deliverables: No-Rise certification, Modeling Results.

Task 2 Labor - \$13,980

Task 3 – Permit Application Document Development

Permit Application Support: This scope assumes the City of Topeka will apply for all required permits with REP listed as the agent. A 404 permit or modification from the US Army Corps of Engineers (USACE) will be required. It is assumed that the project will be permitted through a formal existing permit modification and an individual permit application will not be required. A water structures permit will be required from the Kansas Division of Water Resources (DWR). An action permit will be required from the Kansas Department of Wildlife, Parks, & Tourism (KDWP). It is anticipated a Floodplain Development Permit administered by the City of Topeka will be required, supported by a no-rise analysis. REP will support the City with the following in conjunction with each permit application:

US Army Corps of Engineers (USACE)

Request for permit modification: Previous Permit from 2020 - NWK-0-02211

- Submit a formal permit modification request to Corps Permit NWK-0-02211.
- Provide a written summary of the proposed modifications, purpose and need of such changes.
- Summary of temporary fills and removal of those fills, and summary/quantification of any new/additional permanent fill along the river bank (linear feet) and within the river bed (acreage) that are necessary to complete the modifications.
- Permit level plansheets
- Coordination with USACE.

Kansas Division of Water Resources (DWR)

Approval to modify weir to enhance performance and river user safety. “Water Structures Permit”

Water Structure No. SSN-0078-L Modification & LSN-0203-S

- 60 % design plans
- No-rise analysis



Kansas Department of Wildlife, Parks, & Tourism (KDWPT) – Action Permit

Previous Action Permit No. 2017-21 (Amended in 2020)

- New application for action permit

City of Topeka Floodplain Permit

- Coordination with City representatives
- No rise certification
- Floodplain permit application

*This scope does not include KDHE Stormwater Permit – To be completed by selected qualified contractor.

Deliverables: Permit Application Documents

Additional Permitting Support: Following the submittal of the permit applications, it will be necessary to answer agency questions and provide additional information as requested during the permit application review process. This task includes up to 30 hours of additional permitting support. If additional permitting support hours are required beyond 30 hours, REP will provide a fee estimate to complete additional services at that time.

Task 3 Labor - \$19,200

Total Tasks 1-3: \$49,800

Professional Services Cost Estimate

Kansas River Weir Improvements

**Recreation Engineering and Planning
September 2024**

	Name	Gary Lacy, PE	Mason Lacy, PE	Jake Kabler, PE	Riley Gelatt, PE		
	Role	President / Principal Engineer	Project Engineer	Project Engineer	Project Engineer		
	Billing Rate	\$ 240.00	\$ 180.00	\$ 180.00	\$ 180.00		
						Total Hrs	Total Fee
Kansas River Weir Improvements							
Task 1	Detailed Design (60% Design Development)						
	Detailed Design Plans	2	25	25	25	77	\$ 13,980
	60% Construction Cost Estimate	2	2	5	5	14	\$ 2,640
	TOTAL Task 1	4	27	30	30	91	\$ 16,620
Task 2	Floodplain Impact Modeling						
	Modeling Results	0	10	25	25	60	\$ 10,800
	No-Rise Certification	2	5	5	5	17	\$ 3,180
	TOTAL Task 2	2	15	30	30	77	\$ 13,980
Task 3	Permit Application Document Development						
	Project meetings	2	5	5	5	17	\$ 3,180
	Pre-application coordination with agencies	0	5	2	2	9	\$ 1,620
	Permit Application Document Development	0	10	20	20	50	\$ 9,000
	Post submittal permitting support	0	10	10	10	30	\$ 5,400
	TOTAL Task 3	2	30	37	37	106	\$ 19,200
						Total Expenses:	\$ -
						TOTAL PROJECT COSTS:	\$ 49,800
Note: The fees are estimated not to exceed. Each item will be billed at the hourly rates. Only actual expenses will be billed.							

**CITY OF TOPEKA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT, is between the City of Topeka, Kansas (Owner) and Recreation Engineering and Planning (Engineer);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on the Kansas River Weir Improvements Project. These services include providing engineering design and construction documents for the preliminary design and feasibility analysis relating to re-installation of the stop log or another design solution to increase water surface elevations upstream of the weir during low river flow conditions, while maintaining the benefits of the previously completed weir improvements project (T-281058.01), including public safety at the weir, fish passage, and boat passage (the Project); and,

WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services);
and,

WHEREAS, the Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer agree to the following:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be the date of the last signature below.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas and the codes of the City of Topeka

Contract No. _____

Project No. _____

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the City of Topeka Design Criteria and Drafting Standards of latest revision.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with the Attachment B, Compensation.

ARTICLE 5 – OWNER’S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

The provisions set forth in Attachment D, Supplemental Agreements shall be incorporated into this Agreement.

ARTICLE 7 - PROJECT SCHEDULE

The provisions set forth in the Attachment E, Project Schedule shall be incorporated into this Agreement.

ARTICLE 8 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

Engineer hereby agrees to fully indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any of its officers, employees or elected officials arising out of Engineer's negligent performance of Services under this Agreement. Engineer specifically agrees that this duty to indemnify and hold harmless will apply to the following:

- a. Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Contract No. _____
Project No. _____

- b. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Engineer shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement.

The insurance coverages are as follows:

- (1) Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- (2) Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage. The Engineer agrees to obtain such insurance should any automobiles be acquired.
- (3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$1,000,000 for each accident.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 for each claim and \$2,000,000 in the general aggregate.

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement.

Engineer shall also maintain valuable papers insurance to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by this agreement, in the event of their loss or destruction, until such time as the work has been delivered to the Owner.

Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

Contract No. _____
Project No. _____

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Engineer's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project construction costs will not vary from Engineer's cost estimates or that actual construction schedules will not vary from Engineer's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

Contract No. _____

Project No. _____

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the sole property of Owner, however, that both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Engineer. Owner shall have the unlimited right to the use of intellectual property developed, utilized, or modified in the performance of the Services at no additional cost to the Owner.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Engineer shall be made to Engineer's compensation.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Contract No. _____
Project No. _____

Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

For delays in performance by Engineer, as set forth in Attachment E, Project Schedule, which are caused by circumstances which are within its control, such delays shall be documented on the Engineer's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects.

In the event Engineer is delayed in the performance of Services because of delays caused by Owner, Engineer shall have no claim against Owner for damages or contract adjustment other than an extension of time.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Gary Lacy, President
Recreation Engineering and Planning
485 Arapahoe Ave.
Boulder, CO 80302
(303) 545-5883

Owner: City of Topeka Engineering Division
620 SE Madison, 2nd Floor
Topeka, KS 66607
(785) 368-3842

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

Contract No. _____
Project No. _____

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. All prior and contemporaneous communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements are hereby incorporated into and shall become a part of this Agreement

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

Contract No. _____
Project No. _____

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Engineer employs independent consultants, associates, and subcontractors to assist in performance of the Services, Engineer shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23 – RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

Contract No. _____

Project No. _____

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

CITY OF TOPEKA

Owner

Richard U. Nienstedt

By: Richard U. Nienstedt

Interim City Manager

Title

4/3/2024

Date:

Attest:

Brenda Younger

City Clerk, Brenda Younger



Recreation Engineering and Planning

Engineer

Gary M. Lacy

By: Gary Lacy

President

Title

3/21/2024

Date:

Attest: _____

APPROVED AS TO FORM AND LEGALITY

DATE 4/2/2024 BY MEKS

Contract No. _____

Project No. _____

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
 Engineer: Recreation Engineering and Planning
 Project Number & Name: Kansas River Weir Improvements Project

SCOPE OF SERVICES

BASIC SERVICES

The project is specifically defined below:

The project is for professional services to complete preliminary design and analysis to support the Kansas River Weir Improvements Project. Recreation Engineering and Planning (REP) designed the dam modifications that were constructed in two phases from August 2020 through May 2022. The constructed weir improvements included a boat passage and fish passage channel, weir safety improvements, and river access. The project was identified as City of Topeka project # T- 281058.01.

The weir improvements project included a lowering of the upstream water surface, primarily due to the removal of the stop log from the low notch channel through the south side of the weir. In the time since construction of the project, City of Topeka water plant operators have noted cavitation in some of their pumps during periods of low river flows.

The City of Topeka has requested a proposal to investigate re-installation of the stop log or another design solution to increase water surface elevations upstream of the weir during low river flow conditions, while maintaining the benefits of the weir improvements project, including public safety at the weir, fish passage, and boat passage.

Based on our understanding of the project and the current needs, the approach outlined below includes estimated pricing to perform the required services through feasibility analysis and development of preliminary design plans. Permitting, final design, and construction services will be required and are not included in this scope.

The Engineer agrees to provide the following services.

The Engineer's services will include the following tasks:

Task 1 – Site Visit and Data Collection

Since construction of the project, the river has adjusted with major sand deposition and revised low flow paths. A site visit is necessary to assess the current conditions, install water level logger(s) and meet on-site with City staff.

This task includes two REP engineers traveling to the site and completing the field investigation. A water level logger will be installed downstream of the weir structure to log tailwater surface hourly. A second logger may be installed upstream of the weir structure near the intake, or the USGS gage (Site ID 06888990) data at the site may be sufficient.

Field investigations will include a visual assessment of the necessary variables relevant to the project. Aerial imagery will be captured using a DJI Mavic Air 2.

Contract No. _____

Project No. _____

This scope assumes that after data has been logged over the desired flow range, City staff will retrieve instruments from logger fixtures, package and ship back to REP in Colorado for data download and processing. Please be advised that there is a risk that the loggers may be damaged, vandalized, stolen etc. and there is some level of data loss risk inherent in this task.

Task 1 Labor - \$10,800 Task 1 Expenses - \$2,200

Task 2 – Preliminary Design

REP will develop preliminary design plans based on the site field investigation, coordination with City staff, and previous work at the site.

Preliminary Design Plans: The design will include preliminary project layout, dimensions, geometry, elevations, and materials sufficient to estimate quantities, and allow for review by the City. Preliminary staging, access, and water control plan will be included. The design will be developed in AutoCAD software and will be delivered as PDF design plans.

Preliminary Construction Cost Estimate: Development of an estimate of construction costs based on estimated materials quantities and other construction costs including dewatering and mobilization. At this design stage, it will be a Class 4 construction cost estimate (AACE classification, expected accuracy range -30% to +50%).

Deliverables: Preliminary design PDF plans, preliminary construction cost estimate

Task 2 Labor - \$14,400

Task 3 – Feasibility Analysis and Memo

Concurrent with development of the preliminary design, REP will assess feasibility based on previous experience at the site, intake water surface elevations, navigational safety, constructability, permitting considerations, and other factors. This includes initial contact with regulatory agencies including the US Army Corps of Engineers and Kansas Division of Water Resources (DWR) to determine necessary permits and timelines. Permit applications are not included in this scope.

REP will prepare a technical memorandum summarizing the feasibility assessment and preliminary design developed, including recommendations for next steps and timeline.

Deliverables: Technical memorandum

Task 3 Labor - \$12,600

SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following.

Permitting, final design, and construction services.

Contract No. _____
Project No. _____

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Recreation Engineering & Planning
Project Number & Name: Kansas River Weir Improvements Project

COMPENSATION

For the services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

- A. For the Basic Services described in Attachment A, \$40,000. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.
- B. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

Hourly rates for each classification as defined by the Engineer's rate schedule, see Attachment F. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at 1.0 times the rates listed (non-engineer time only).

Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, toll telephone calls, reproduction and similar project related expenses.

- D. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- E. It is understood and agreed:
 - 1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
 - 2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

Contract No. _____
Project No. _____

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Recreation Engineering & Planning
Project Number & Name: Kansas River Weir Improvements Project

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Make available to the Engineer all records, reports, maps, and other data pertinent to provision of the services required under this contract.
2. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.
3. Designate one City of Topeka employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.
4. Issue notices to proceed to the Engineer for each phase of the design services.

Contract No. _____
Project No. _____

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Recreation Engineering & Planning
Project Number & Name: Kansas River Weir Improvements Project

SUPPLEMENTAL AGREEMENTS

Owner and Engineer agree that the following communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement as set forth in ARTICLE 19 - INTEGRATION.

Contract No. _____
Project No. _____

**ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Recreation Engineering & Planning
Project Number & Name: Kansas River Weir Improvements Project

PROJECT SCHEDULE

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule. An Engineer's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

1. Schedule: Engineer will develop schedule with Owner's concurrence during the execution of the project. Work is anticipated to begin immediately upon receipt of a signed contract.



ATTACHMENT F

TO

AGREEMENT FOR ENGINEERING SERVICES

Recreation Engineering & Planning 2024 Rate Schedule

Title	Hourly Billing Rate
President / Principal Engineer	\$ 240.00
Senior Designer	\$ 180.00
Project Engineer	\$ 180.00
Graduate Engineer	\$ 180.00

2024 IRS Expense Reimbursement Rates		
Mileage Rate (per mile)	\$	0.670
Daily Lodging Rate	\$	107.00
Meals & Incidentals	Total Daily	\$ 59.00
	First & Last Day of Travel	\$ 44.25

Direct expenses will be billed with no markup.



Scope of Work for Professional Services
Kansas River Weir Improvements
Topeka, Kansas
By Recreation Engineering & Planning (REP)
September 13, 2024

The following scope of work is for professional services to complete detailed design (60%), floodplain impact analysis, and the development of select permit application documents to support the Kansas River Weir Improvements Project. REP designed the weir modifications that were constructed in two phases from August 2020 through May 2022. The constructed weir improvements included a boat passage and fish passage channel, weir safety improvements, and river access. The project was identified as City of Topeka project # T-281058.01.

Project Understanding

The weir improvements project included a lowering of the upstream water surface, primarily due to the removal of the stop log from the low notch channel through the south side of the weir. In the time since construction of the project, City of Topeka water plant operators have noted cavitation in some of their pumps during periods of low river flows coupled with high water demand.

REP completed an investigation into the re-installation of the stop log or another design solution to increase water surface elevations upstream of the weir during low river flow conditions, while maintaining the benefits of the weir improvements project, including public safety at the weir, fish passage, and boat passage. The results of the investigation are summarized in the technical memo dated 7/10/2024 and briefly summarized as follows. The reinstallation of the stoplog is not cost efficient for the service life and a more robust design solution was advanced to preliminary design and included in the technical memo package. This design solution is referred to as the construction of a new crest cap structure.

Based on our understanding of the project and the current needs, the approach outlined below includes estimated pricing to perform the required services through permit application submittal and limited follow up responses and analysis and development of permit level (60%) design plans. Additional and/or unanticipated permitting effort not included, final design, and construction services will be required and are not included in this scope. Hours are estimated not to exceed, only actual hours and expenses will be billed. A detailed fee breakdown by task and personnel is attached.

Schedule

The work for this scope is anticipated to begin upon execution of this contract. If a notice to proceed is not received within 6 months of the date of this proposal, REP reserves the right to update rates and fees. The submittal of permit applications is time sensitive. Receiving permit



authorizations from relevant permitting agencies is expected to take 4 – 6 months or longer and will be a driver of overall project schedule.

REP has prepared this scope to prioritize the path to permit application submittals. In-water work cannot commence until permits are received.

Final design, technical specification development, and bidding can commence prior to receiving permit authorizations. Therefore, these tasks have been excluded from this scope but can be completed in a subsequent work authorization.

Task 1 – Detailed Design (60% Design Development)

REP will advance the preliminary design plans dated 6/12/2024 to a 60% level to be delivered as a PDF plan set. These plans will include sufficient detail for permit applications but not for bidding or construction. The plans will include cross-sections, profiles, materials, construction access / dewater details, etc. REP will develop a list of anticipated technical specifications. Senior engineers to perform QA/QC. One virtual meeting to walk through the 60% design and explain process and rationale, and one round of review and comment by the City is included.

Detailed Design Plans: The design will include detailed project layout, dimensions, geometry, elevations, and materials sufficient to estimate quantities, and allow for review by the City. Permit level staging, access, and water control plan will be included. The design will be developed in AutoCAD software and will be delivered as PDF design plans.

60% Construction Cost Estimate: Development of an updated estimate of construction costs based on estimated materials quantities and other construction costs including dewatering and mobilization. At the 60% design stage, the cost estimate will be a Class 3 construction cost estimate (AACE classification, expected accuracy range -20% to +30%).

Deliverables: Detailed design (60%) PDF plans, 60% construction cost estimate

Task 1 Labor - \$16,620

Task 2 - Floodplain Impact Modeling

REP will perform hydraulic analysis to quantify floodplain impacts from the proposed project and provide a no-rise certification if the proposed design meets the requirements. REP will update the proposed conditions model to be consistent with the proposed design, perform an updated floodplain impact hydraulic analysis, and develop a floodplain impact report detailing the hydraulic analysis performed, and any floodplain impacts as a result of the proposed project. The project will be designed to meet no-rise requirements if possible, and a no-rise certification is included in this task.

For the purposes of this scope, we assume that a 1D HEC-RAS model of the appropriate reach of the Kansas River is available and represents existing conditions reasonably well. It is assumed that all floodplain analysis will be completed utilizing 1D HEC-RAS. It is assumed that the City will provide REP with the most recent hydraulic model available for the reach.



Deliverables: No-Rise certification, Modeling Results.

Task 2 Labor - \$13,980

Task 3 – Permit Application Document Development

Permit Application Support: This scope assumes the City of Topeka will apply for all required permits with REP listed as the agent. A 404 permit or modification from the US Army Corps of Engineers (USACE) will be required. It is assumed that the project will be permitted through a formal existing permit modification and an individual permit application will not be required. A water structures permit will be required from the Kansas Division of Water Resources (DWR). An action permit will be required from the Kansas Department of Wildlife, Parks, & Tourism (KDWP). It is anticipated a Floodplain Development Permit administered by the City of Topeka will be required, supported by a no-rise analysis. REP will support the City with the following in conjunction with each permit application:

US Army Corps of Engineers (USACE)

Request for permit modification: Previous Permit from 2020 - NWK-0-02211

- Submit a formal permit modification request to Corps Permit NWK-0-02211.
- Provide a written summary of the proposed modifications, purpose and need of such changes.
- Summary of temporary fills and removal of those fills, and summary/quantification of any new/additional permanent fill along the river bank (linear feet) and within the river bed (acreage) that are necessary to complete the modifications.
- Permit level plansheets
- Coordination with USACE.

Kansas Division of Water Resources (DWR)

Approval to modify weir to enhance performance and river user safety. “Water Structures Permit”

Water Structure No. SSN-0078-L Modification & LSN-0203-S

- 60 % design plans
- No-rise analysis



Kansas Department of Wildlife, Parks, & Tourism (KDWPT) – Action Permit

Previous Action Permit No. 2017-21 (Amended in 2020)

- New application for action permit

City of Topeka Floodplain Permit

- Coordination with City representatives
- No rise certification
- Floodplain permit application

*This scope does not include KDHE Stormwater Permit – To be completed by selected qualified contractor.

Deliverables: Permit Application Documents

Additional Permitting Support: Following the submittal of the permit applications, it will be necessary to answer agency questions and provide additional information as requested during the permit application review process. This task includes up to 30 hours of additional permitting support. If additional permitting support hours are required beyond 30 hours, REP will provide a fee estimate to complete additional services at that time.

Task 3 Labor - \$19,200

Total Tasks 1-3: \$49,800

Professional Services Cost Estimate

Kansas River Weir Improvements

**Recreation Engineering and Planning
September 2024**

	Name	Gary Lacy, PE	Mason Lacy, PE	Jake Kabler, PE	Riley Gelatt, PE		
	Role	President / Principal Engineer	Project Engineer	Project Engineer	Project Engineer		
	Billing Rate	\$ 240.00	\$ 180.00	\$ 180.00	\$ 180.00		
						Total Hrs	Total Fee
Kansas River Weir Improvements							
Task 1	Detailed Design (60% Design Development)						
	Detailed Design Plans	2	25	25	25	77	\$ 13,980
	60% Construction Cost Estimate	2	2	5	5	14	\$ 2,640
	TOTAL Task 1	4	27	30	30	91	\$ 16,620
Task 2	Floodplain Impact Modeling						
	Modeling Results	0	10	25	25	60	\$ 10,800
	No-Rise Certification	2	5	5	5	17	\$ 3,180
	TOTAL Task 2	2	15	30	30	77	\$ 13,980
Task 3	Permit Application Document Development						
	Project meetings	2	5	5	5	17	\$ 3,180
	Pre-application coordination with agencies	0	5	2	2	9	\$ 1,620
	Permit Application Document Development	0	10	20	20	50	\$ 9,000
	Post submittal permitting support	0	10	10	10	30	\$ 5,400
	TOTAL Task 3	2	30	37	37	106	\$ 19,200
						Total Expenses:	\$ -
						TOTAL PROJECT COSTS:	\$ 49,800
Note: The fees are estimated not to exceed. Each item will be billed at the hourly rates. Only actual expenses will be billed.							

Capital Improvement Project Summary							
Project Name:	Water Treatment Plant Rehabilitation Program 2024	Project Type:	Water	Council Priority:	Investing in Infrastructure	Project Year(s):	2024
Project Number:	281255.00	Estimated Useful Life:	20-40 Year(s)	Contact:	Duncan Theuri	New to CIP?	No
Department:	Utilities	If Not New, First Year in CIP:	2016	Primary Funding Source:	Operating Fund Water	2024-2032 \$ Approved in previous CIP	\$1,000,000
Division:	Water	New money in 2024-2033 CIP:	\$350,000	Estimated Operating Cost	\$0	Total 2024-2033 CIP:	\$1,350,000
Council District(s):	Multiple	Total 2024-2026 3 year CIB:	\$1,350,000	Total Project Cost:	\$1,350,000		
Type:	Repair/Replace			Funds Approved Prior to 2024			
Project Description:							
This project involves the rehabilitation of six filters, maintenance on motor control centers, electronic and mechanical equipment, repairs to concrete deterioration, repairs to leaking roofs, replacement of inoperative valves, and other water facility rehabilitation and repairs. These are structures and equipment that are critical to the operation of the water treatment process that are either aged or failing. Sub-projects planned during the CIP period include but are not limited to: Cleaning of all clear wells and Burnett's Mound Storage and East Plant Basin Coating.							
Project Justification:							
Project efforts will reduce regular maintenance costs, prolong the useful life of existing Water Treatment Plant facilities, and help ensure the City's ability to provide an adequate and reliable supply for city residents, commercial and private developments, and committed wholesale customers.							
History:							
Recent or current projects included in the Water Treatment Rehabilitation program have included: improving air systems, updating security measures at the water treatment plant, and upgrading CO2 feeders. These are needed in order to continue to meet state and federal regulations for safe drinking water.							
As of 3/29/2023:							
2018 Annual Water Treatment Plant Rehabilitation Program has a budget of \$1,000,000 with expenses of \$1,000,000. All funds have been allocated.							
2019 Annual Water Treatment Plant Rehabilitation Program has a budget of \$1,000,000 with expenses of \$940,354. Budget was reduced to \$940,354, this is closed.							
2020 Annual Water Treatment Plant Rehabilitation Program has a budget of \$1,000,000 with expenses of \$441,032. \$170,793 remains unallocated.							
2021 Annual Water Treatment Plant Rehabilitation Program has a budget of \$750,000 with expenses of \$573,348. \$142,595 remains unallocated.							
2022 Annual Water Treatment Plant Rehabilitation Program has a budget of \$1,000,000 with expenses of \$0. Funds are planned to be used for cleaning of clear wells and ongoing maintenance and repairs to the facility and equipment.							
Measures	Asset Condition	Equity and Inclusion	Fiscal Impact	Operating Efficiency	Priority Alignment	Project Urgency	Total Score (0-100)
Score	2.5	1.9	0.0	1.9	2.8	1.5	64
Project Estimates	2024	2025	2026	2027	2028	2029-2033	Total CIP
Design/Admin Fees	\$ 202,500						\$ 202,500
Right of Way	\$ -						\$ -
Construction/Service Fees	\$ 1,012,500						\$ 1,012,500
Contingency	\$ 135,000						\$ 135,000
Technology							\$ -
Financing Costs (Temp Notes)							\$ -
Cost of Issuance (Rev/GO Bonds)							\$ -
Debt Reserve Fund (Rev Bond)							\$ -
Capitalized Interest							\$ -
Totals	\$ 1,350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350,000
Financing Sources	2024	2025	2026	2027	2028	2029-2033	Total CIP
G.O. Bonds							\$ -
Revenue Bonds							\$ -
ARPA and/or G.O. Bonds							\$ -
Fix Our Streets Sales Tax							\$ -
Countywide JEDO Sales Tax							\$ -
Operating Fund General							\$ -
Operating Fund Facilities							\$ -
Operating Fund Fleet							\$ -
Operating Fund IT							\$ -
Operating Fund Parking							\$ -
Operating Fund Stormwater							\$ -
Operating Fund Wastewater							\$ -
Operating Fund Water	\$ 1,350,000						\$ 1,350,000
Federal Funds Exchange							\$ -
CDBG							\$ -
G.O. Bonds - Special							\$ -
Totals	\$ 1,350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350,000



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
November 12, 2024

DATE: November 12, 2024
CONTACT PERSON: Sylvia Davis, Director of Utilities **DOCUMENT #:**
SECOND PARTY/SUBJECT: Bartlett and West, Inc. **PROJECT #:** 281245.18
CATEGORY/SUBCATEGORY: 007 Contracts and Amendments / 005 Professional Services
CIP PROJECT: Yes
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a Utilities Engineering Contract between the City of Topeka and Bartlett and West, Inc., in an amount not to exceed \$175,000 for engineering services.

(Approval will authorize the City Manager to sign and execute the contract to provide for hydraulic water modeling upgrades to the GIS integrated water distribution system project 281245.18.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to approve the contract for professional services. Pursuant to TMC 3.30.010, all contracts for professional services exceeding \$50,000 must be approved by the Governing Body.

STAFF RECOMMENDATION:

Staff recommends the Governing Body approve the contract as part of the consent agenda.

BACKGROUND:

The City Utilities' water distribution system relies on computer-based hydraulic water models to conduct scientific analyses for various operational and planning purposes, including master planning, water age and quality studies, system optimization, water availability studies, ISO ratings for fire department hydrant pressures, emergency scenario testing, and system flush planning. However, the current water model has not been regularly updated or maintained since its initial development. It operates on a software platform that is no longer fully supported, making the system outdated and inadequate to meet current and future needs. Given these challenges, it is critical to upgrade the hydraulic water model promptly to ensure system reliability and performance.

Bartlett & West, Inc., which performed the original design work in 1998, has provided intermittent updates and maintenance over the years. In the best interest of the City, staff recommend approval of a contract with Bartlett & West, Inc., the most qualified consultant for this project, to complete the necessary upgrade. Their familiarity with the existing model and expertise will help ensure a seamless transition to a modern, functional system. Approval of this contract will allow the City to restore critical capabilities and optimize water distribution operations for improved service delivery.

BUDGETARY IMPACT:

\$175,000

SOURCE OF FUNDING:

2023 Capital Improvement Plan
Resolution 9226/9318
Rev Bonds

ATTACHMENTS:

Description

Proposed Contract
2023 CIP Pg 39 Project 281245
Contract 29432 (October 10, 1998)

**CITY OF TOPEKA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**



**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT, is between the City of Topeka, Kansas (Owner) and Bartlett & West, Inc. (Engineer);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on 281245.18 Hydraulic Water Model Upgrade. These services include the development of a new, GIS-integrated hydraulic model of the water distribution system (the Project); and,

WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services);
and,

WHEREAS, the Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer.
agree to the following:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas and the codes of the City of Topeka

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the City of Topeka Design Criteria and Drafting Standards of latest revision.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with the Attachment B, Compensation.

ARTICLE 5 – OWNER’S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

The provisions set forth in Attachment D, Supplemental Agreements shall be incorporated into this Agreement.

ARTICLE 7 - PROJECT SCHEDULE

The provisions set forth in the Attachment E, Project Schedule shall be incorporated into this Agreement.

ARTICLE 8 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

Engineer hereby agrees to fully indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any of its officers, employees or elected officials arising out of Engineer's negligent performance of Services under this Agreement. Engineer specifically agrees that this duty to indemnify and hold harmless will apply to the following:

- a. Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

- b. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Engineer shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement.

The insurance coverages are as follows:

- (1) Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- (2) Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- (3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement.

Engineer shall also maintain valuable papers insurance to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by this agreement, in the event of their loss or destruction, until such time as the work has been delivered to the Owner.

Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Engineer's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project construction costs will not vary from Engineer's cost estimates or that actual construction schedules will not vary from Engineer's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the sole property of Owner, however, that both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Engineer. Owner shall have the unlimited right to the use of intellectual property developed, utilized, or modified in the performance of the Services at no additional cost to the Owner.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Engineer shall be made to Engineer's compensation.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

For delays in performance by Engineer, as set forth in Attachment E, Project Schedule, which are caused by circumstances which are within its control, such delays shall be documented on the Engineer's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects.

In the event Engineer is delayed in the performance of Services because of delays caused by Owner, Engineer shall have no claim against Owner for damages or contract adjustment other than an extension of time.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Cory P. Schoffelman, P.E.
1200 SW Executive Drive, Topeka, Kansas 66615
(785) 272-2252

Owner: City of Topeka City Clerk
215 SE 7th Street, Room 166
Topeka, KS 66603
(785) 368-3940

With a Copy to: City of Topeka Utilities Department
3245 NW Waterworks Drive
Topeka, KS 66606
(785) 368-3111

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. All prior and contemporaneous communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements are hereby incorporated into and shall become a part of this Agreement

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Engineer employs independent consultants, associates, and subcontractors to assist in performance of the Services, Engineer shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 23 – RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

Contract No. _____
Project No. 281245.18

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

CITY OF TOPEKA
Owner

BARTLETT & WEST, INC
Engineer

By: Robert M. Perez, Ph.D.

By: 

City Manager
Title

Project Manager
Title

Date:

10/25/2024
Date:

Attest:
City Clerk, Brenda Younger

Attest:

APPROVED AS TO FORM AND LEGALITY
DATE 10/28/2024 BY BR

C&P DIRECTOR


**ATTACHMENT A
 TO
 AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
 Engineer: Bartlett & West, Inc.
 Project Number & Name: 281245.18 Hydraulic Water Model Upgrade

SCOPE OF SERVICES

The project is specifically defined below:

The Engineer will develop a GIS-integrated hydraulic model of the City’s water distribution system using Bentley Systems’ OpenFlows WaterGEMS (software), the Owner’s GIS Water layers, and individual customer usage data.

BASIC SERVICES

The Engineer agrees to provide the following basic services.

Task 1. Construct GIS-Integrated Model

- Coordinate with Owner to review existing GIS Water layers, determine which layers will be integrated into the hydraulic model, and determine what data will be conveyed from GIS to the hydraulic model.
- “Transfer” the GIS data into the model. Three transfers are anticipated: initial, check, and final.
- Following the initial and check transfers, provide the Owner with a summary of potential GIS changes/corrections flagged by the software (Owner to make corrections).

Task 2. Characterize Pipes and Special Elements

- Assign every pipe a C factor (i.e. friction coefficient) based on pipe material, pipe age, and C factors assigned in the existing model.
- Characterize tanks, reservoirs, pumps, and control valves using relevant information included in the existing hydraulic model (e.g. elevations, dimensions, pumping curves, operational set points, etc).
- Review and update tank, reservoir, pump, and control valve characteristics, including gaging tables, performance curves, and operational set-points, as provided by the Owner.

Task 3. Define Junction Elevations

- Assign an elevation to all junctions using the latest Shawnee County digital elevation map (DEM) or Owner-provided elevation data source.

Task 4. Allocate System Demands

- Format Owner-provided usage data for import into model. Individual data points must include a unique identifier (e.g. water meter number, parcel number, or street address).
- Develop a “relate” between usage data and an Owner-furnished GIS layer (e.g. “wMeter” or “Parcels”) using the unique identifier.
- Allocate system demands.
- Provide Owner with a summary of “unrelated” records.
- Manually assign unrelated demands; 570 anticipated (i.e. 0.1%).

- Assist Owner with the review available usage data for the Owner's 30 largest water users and modify custom demand curves for those users as necessary.

Task 5. Optimize Model Output

- Compare the output from the model to the Owner-provided SCADA data and fire hydrant flow testing results.
- Optimize model performance by making local and/or global adjustments to C factors to "best fit" the field data.
- Provide Owner with a summary of the results from optimization.

Task 6. Setup "Average Day" and "Max Day" Scenarios

- Develop an extended period simulation (EPS) scenarios for the current "average day" and "max day" demands.

Task 7. Output Review and Delivery

- Review output from new hydraulic model and compare to output from existing hydraulic model.
- Summarize notable differences between output from new hydraulic model and output from existing hydraulic model.
- Develop standard operating procedure for future model updates.
- Transfer one (1) copy of electronic modeling files to Owner.

ALTERNATE SERVICES

If required and/or requested by the Owner to complete the BASIC SERVICES, the Engineer will provide the following ALTERNATE SERVICES at the fee amounts listed in Attachment B.

A. Make GIS Changes/Corrections

- Review each item included in the initial summary of the potential GIS changes/corrections prepared as part of Task 1 and determine if a change or correction is necessary.
- Meet with City staff to review proposed changes/corrections.
- Directly access the City's GIS layers and make all verified changes/corrections (maximum of 500).

B. Fire Hydrant Flow Testing

- Coordinate with Owner to identify 50 locations for fire hydrant flow testing.
- Develop fire hydrant flow testing data forms.
- Provide a team of two to perform 50 fire hydrant flow tests. Provide two pressure gauges and a means for measuring flow.
- The opening and closing of fire hydrants will be performed by Owner's staff. Owner will provide a diffuser as necessary.

SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services or Alternate Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following.

- Making changes to GIS layers other than those changes identified during initial model construction.
- Field investigations other than fire hydrant flow testing.
- Final calibration of the model (i.e. any effort required to calibrate the model or portions of the model beyond making local and/or global adjustments to C factors).
- Manual assignment of "unrelated" demands in excess of 570 (i.e. if unrelated demands exceed 0.1% of the data points).
- Review of individual customer usage history beyond that included in Basic Services.
- Review of and revisions to customer-specific demand curves beyond that included in Basic Service.

Contract No. _____
Project No. 281245.18

- Development of new customer-specific demand curves.
- Development of any other scenarios including future demand scenarios, future improvement scenarios, and “what if” scenarios.
- Future model updates and transfer of updated electronic modeling files to Owner on an annual basis or semi-annual basis.
- Review and utilization of City-obtained fire hydrant pressure and/or flow information to check model calibration during future model updates.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Bartlett & West, Inc.
Project Number & Name: 281245.18 Hydraulic Water Model Upgrade

COMPENSATION

For the services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

- A1. For the Basic Services described in Attachment A, an amount equal to the cumulative hours charged to the project by each class of Engineer’s employees times the standard hourly charge rates for each applicable billing class, plus reimbursable expenses. The total fee shall not exceed \$108,000.00.
- A2. For the Alternative Services “Make GIS Changes/Corrections”, an amount equal to the cumulative hours charged to the project by each class of Engineer’s employees times the standard hourly charge rates for each applicable billing class, plus reimbursable expenses. The total fee shall not exceed \$22,000.00.
- A3. For the Alternative Services “Fire Hydrant Flow Testing”, an amount equal to the cumulative hours charged to the project by each class of Engineer’s employees times the standard hourly charge rates for each applicable billing class, plus reimbursable expenses. The total fee shall not exceed \$45,000.00.
- B. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.
- C. Hourly rates for each classification as defined by the Engineer's rate schedule, see Attachment F. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at 1.5 times the rates listed (non-engineer time only).

Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, toll telephone calls, reproduction and similar project related expenses.

- D. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- E. It is understood and agreed:
 - 1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
 - 2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Bartlett & West, Inc.
Project Number & Name: 281245.18 Hydraulic Water Model Upgrade

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Make available to the Engineer all records, reports, maps, and other data pertinent to provision of the services required under this contract.
2. Examine all plans, specifications and other documents submitted by the Engineer and render decisions promptly to prevent delay to the Engineer.
3. Designate one City of Topeka employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.
4. Issue notices to proceed to the Engineer for each phase of the design services.
5. Personnel for making all necessary corrections to GIS layers that are not specifically addressed by the Engineer as part of the Basic services or Alternate Services.
6. Historical customer usage data (12 months minimum) in an .xlsx file (Excel) or .gdb file (geodatabase).
7. Personnel and equipment necessary for completing the fire hydrant flow testing that are not provided by the Engineer.
8. Design characteristics for existing storage and pumping facilities including gauging tables, pump design points, and pump performance curves.
9. Current operational parameters (i.e. pump on/off set points, PRV set points, zone boundary limits, etc.).
10. SCADA data corresponding to each fire hydrant flow test.

Contract No. _____
Project No. 281245.18

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Bartlett & West, Inc.
Project Number & Name: 281245.18 Hydraulic Water Model Upgrade

SUPPLEMENTAL AGREEMENTS

Owner and Engineer agree that the following communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement as set forth in ARTICLE 19 - INTEGRATION.

**ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Bartlett & West, Inc.
Project Number & Name: 281245.18 Hydraulic Water Model Upgrade

PROJECT SCHEDULE

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule. An Engineer's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

1. Schedule: Engineer will construct the hydraulic model and deliver to Owner based on the following schedule:
 - a. Tasks 1 thru 3 – Engineer will complete Tasks 1 thru 3 within 90 days of receipt of the Notice to Proceed by Owner. Assumes two weeks for Owner to complete changes/corrections flagged by the software following both the “initial” and “check” transfers of GIS data.
 - b. Tasks 4 and 5 – Engineer will complete Tasks 4 and 5 within 30 days of completing Task 3. Assumes Owner has provided all documentation outlined in Attachment C.
 - c. Tasks 6 and 7 – Engineer will complete Tasks 6 and 7 within 30 days of completing Task 5.

PROCUREMENT AUTHORIZATION FORM

INSTRUCTIONS: Complete the form, obtain the Department Director's signature, and submit the form to the Contracts and Procurement Division. All fields are mandatory and forms will be rejected if not complete. Fields must contain descriptive information that satisfies the selection definition by policy. Suppliers must have provided a W-9 and received a vendor number prior to form submission unless the selection below is emergency. One of the following selections must be made:

Sole Source Standardization: Where City operations have conformed to the established use of a product, service, or equipment from a single manufacturer and are dependent on conformity (with current City systems); and to which it assures consistency, efficiency, and best value procurement to reduce working capital, and minimize overall operating expenses to the City. Purchase of goods or services classified and approved under this selection may be valid for multiple purchases.

✓ **Sole Source:** Where after research, only one supplier is determined to be reasonably available; multiple distributors do not qualify; selection valid when a used item becomes available and is subject to immediate sale to the City after inspection and approval.

Emergency: Where any delay would jeopardize the public health, safety, or welfare of City residents; or a significant City operation.

Acquisition in the amount of \$ 175,000.00 Acquisition is Federally Funded Yes No ✓

Vendor Number 391 Vendor Name, City, and State Bartlett & West, Inc., Topeka, Kansas

1. Must describe why the City requires the requested good or service.

Computer Hydraulic Water Model: Cities/Water System Suppliers typically utilize Computer Hydraulic Water Models to scientifically analyze their systems with regard to the following purposes: Master Planning; Water Age and Quality Studies; System Optimization; Water Availability Studies; ISO Ratings for Fire Departments; Emergency Scenario Testing; and System Flushing Planning. The current City Water Model was originally developed on a "skeleton" line work basis, has not been routinely updated or kept up-to-date, and utilizes a software package that is no longer fully supported. Therefore, Utility leadership has determined that the existing Model has exceeded its useful life, and it is critical to update the model as quickly as possible to establish full functionality.

2. Must fully explain how it meets the definition of the selection provided above. How it is a sole source standardization good or service? (Is a current system dependent on a specific manufacturer's part or software provided by a single supplier? Or is this a simple sole source because there is only one eligible supplier of the good or service? Or how does a delay in purchasing the good or service jeopardize the health, safety, or welfare of residents, or a significant City operation?)

Services for this project will be required to be completed by a Design Engineering firm. Bartlett & West, Inc. was the original design firm responsible for creating the City's current Hydraulic Water Model (in approximately 1999), and they have been the sole firm "hosting" the model and providing intermittent updates over that past 20+ years. Neither City staff nor other engineering firms have been involved in the maintenance or upgrade of the model. It has been determined that reengaging with the firm that originally created the model and that currently oversees the model is in the City's best interest. Therefore, this situation qualifies as a sole source under Section 4.8.2(g) of the City of Topeka Procurement Regulations, as engaging another firm for this work would be impractical and significantly more costly and time consuming.

3. Must explain why the supplier is the only eligible supplier for good or service at the exclusion of all others. Must provide all research and responses from all suppliers that were solicited (this must include information such as calls to other government entities for the supplier information, emails or calls to other suppliers, or online research. Letters from suppliers must be accompanied by additional staff research and cannot be used alone; and does not justify on its own that a supplier is a sole source supplier).

Based upon the history described above with regard to their knowledge of the City's water system, and their experience with the current water model, Bartlett & West is the only responsible choice of a Design Engineer to provide the desired services.

By submitting this form, the requester and signers attest and certify the following:

1. There is no employee or employer relationship in existence with vendor;
2. The payment for the commodity is within the range of the current competitive market;
3. The price to be paid to the vendor is fair, reasonable, and provides the best value to the City of Topeka; and
4. The request is not the result of inadequate advance planning or for purposes of securing the commodity from a preferred vendor.

The above statements are true and correct and no other material fact or consideration offered or given has influenced this recommendation for a sole source standardization, sole source, or emergency purchase.

Department Name Utilities Requester Name Robert A. Koopman Signature Robert A Koopman
Digitally signed by Robert A Koopman
DN: cn=US, email=rtk195@gmail.com,
c=US, ou=City of Topeka
Date: 2024.10.03 09:25:02 -0500

Department Director Sylvia Davis Signature Sylvia Davis
Digitally signed by Sylvia Davis
Date: 2024.10.03 10:49:28 -0500 Approval Date 10/3/24

CONTRACTS AND PROCUREMENT SECTION Insurance Y X N KS Project Exempt Certificate (PEC) Y NX

Director of Contracts and Procurement Approval [Signature] Date of Approval 10.03.2024 Expiration Date 12.31.2025

PO Number(s) _____ V.01.2023

Capital Improvement Project Summary

Project Name:	Annual Water Main Replacement Program	Council Priority:	Investing in Infrastructure
Project Number:	281245.00	Project Year(s):	2023-2032
Department:	Utilities	Estimated Useful Life:	100 Year(s)
Division:	Water	Contact:	Duncan Theuri
Council District(s):	Multiple	New to CIP?	No
Type:	Repair/Replace	If Not New, First Year in CIP:	Prior to 2010
Project Status:	Construction	Previously Approved in CIB:	\$13,250,000
Primary Funding Source:	Revenue Bonds	New Money in CIB:	\$4,873,750
Estimated Operating Cost		Total Current CIB:	\$18,123,750
CIP Years 4-10:	\$52,040,000	Total Project Cost:	\$70,163,750

Project Description:

The Water Main Replacement Program focuses on restoring water mains located in areas with extensive break and repair histories. In recent years, water main breaks have become more prevalent due to the aging infrastructure. In recent years, water main breaks have become more prevalent due to the aging infrastructure. Based on historic studies and experience in the United States, the average useful life for water mains ranges between 75-100 years, depending upon local soil and environmental conditions. Beyond this period, failure is imminent. This project will also involve activities to improve public education on risks from lead while evaluating materials throughout the distribution system to ensure that customers are receiving the highest quality water. The Lead and Copper Rule Revisions (LCRR) encompasses water quality evaluations, distribution system materials assessment and replacements in both public and private water service lines.

Project Justification:

Data obtained using Fracta, a technology solution which utilizes information on the City's pipelines in combination with other data to determine the probability of failure for each segment of main throughout the water system, is used to assist in determining projects in the program. Citizen and Council requests vary annually, but they are common place as citizens are highly inconvenienced by water main breaks. Replacement program efforts will also focus on needed replacements associated with half cent sales tax and other priority street improvement projects to be implemented by the City Engineering Division. There is approximately \$3.38M remaining in previous annual programs, however, all but \$754K of this is accounted for in planned projects. Grant money may be available through the American Rescue Plan Act for the water main program. Replacing aged water infrastructure improves water quality throughout the City and improves fire flow protection. Employing a proactive approach to replacing water mains will result in reduced operations costs as the number of emergency repairs are reduced. Sub-projects in the CIP period are planned to include but not limited to: SW 17th St, MacVicar to I-470, Montara Northway and Woodglen St, between Arvonla Pl and 38th Pl.

History:

Topeka's water distribution system consists of nearly 890 miles of transmission and neighborhood distribution water mains ranging in size from 2 to 48 inches in diameter. Assuming the optimal asset life span of 100 years, an annual replacement program approaching nine (9.0) miles per year is required to mitigate continued progressive water main break rates. On average, Topeka has experienced a break rate of 3.8 times that of the AWWA average over the last five years. Breaks increase operational costs.

Measures	Time/Location	Infrastructure	Council Priority	Impact on Budget	Equity	External Funding	Total Score (0-100)
Score	2.25	3.75	3.5	2.75	1.5	2.5	70

Project Estimates	2023	2024	2025	2026	2027	2028-2032	Total CIP
Design/Admin Fees	\$ 642,385	\$ 550,000	\$ 550,000	\$ 557,895	\$ 711,360	\$ -	\$ 3,011,640
Right of Way	\$ 16,352	\$ 135,000	\$ 135,000	\$ 150,203	\$ 191,520	\$ -	\$ 628,074
Construction/Service Fees	\$ 5,841,263	\$ 4,315,000	\$ 4,315,000	\$ 4,291,902	\$ 5,472,120	\$ 40,200,000	\$ 64,435,285
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Financing Costs (Temp Notes)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cost of Issuance (Rev/GO Bonds)	\$ 119,625	\$ 80,000	\$ 46,000	\$ 19,000	\$ 58,500	\$ -	\$ 323,125
Debt Reserve Fund (Rev Bond)	\$ 598,125	\$ 400,000	\$ 380,000	\$ 95,000	\$ 292,500	\$ -	\$ 1,765,625
Capitalized Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 7,217,750	\$ 5,480,000	\$ 5,426,000	\$ 5,114,000	\$ 6,726,000	\$ 40,200,000	\$ 70,163,750

Financing Sources	2023	2024	2025	2026	2027	2028-2032	Total CIP
G.O. Bonds and or ARPA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue Bonds and or ARPA	\$ 6,699,000	\$ 4,480,000	\$ 4,226,000	\$ 1,064,000	\$ 3,276,000	\$ -	\$ 19,745,000
Fix Our Streets Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Countywide JEDO Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund General	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Fleet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund IT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Parking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Wastewater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Fund Water	\$ 518,750	\$ 1,000,000	\$ 1,200,000	\$ 4,050,000	\$ 3,450,000	\$ 40,200,000	\$ 50,418,750
Federal Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G.O. Bonds - Special	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 7,217,750	\$ 5,480,000	\$ 5,426,000	\$ 5,114,000	\$ 6,726,000	\$ 40,200,000	\$ 70,163,750

ADMINISTRATIVE ACTION FORM

October 26, 1998

Document: Agreement Initiated by: Water

Subject: Distribution System Analysis Sponsored by: Administration

Second party: Bartlett & West Originating office: W A T A

Project #: 2 8 4 0 4 Contact person: Don Rankin *[Signature]* 10/26/98

Document #: 2 9 4 3 2 Capital Project: N (Y N N/A)

Category: 0 0 7 Sub-Category: 0 0 4

Dept. Head Auth. *[Signature]* Mayor/CAO Auth: *[Signature]*

Date: 10-26-98 Date: 10.27.98

Dept. Head Auth. _____ Controller Auth: *[Signature]*

Date: _____ Date: 10/26/98

Requested Action: Request approval, authorize Mayor to sign.

Financial Implications: Cost not to exceed \$207,000.00 to be paid from Water Utility Fund 621-1628-570-2225.

Description: Engineering services to prepare a water distribution system hydraulic analysis and planning study.

RECEIVED
CITY CLERK
TOP
03 28 2 30 1998

[Signature]
10/26/98 Action by Administration Approved by Admin.
Action Subj: To Auth. of City Cont.

Interdepartmental Routing to:

(1) <u>Central Accounting</u>	DATE OUT	<u>10/26/98</u>	INITIALS	<i>[Signature]</i>
(2) <u>Purchasing</u>	DATE OUT	<u>10/28/98</u>	INITIALS	<i>[Signature]</i>
(3) <u>City Clerk</u>	DATE OUT	_____	INITIALS	_____
(4) <u>Diana - Water</u>	DATE OUT	_____	INITIALS	_____

[Handwritten mark]

NOV 02 1998

**CITY OF TOPEKA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

**STANDARD AGREEMENT
FOR
ENGINEERING SERVICES**

THIS AGREEMENT, is between the City of Topeka, Kansas (Owner) and Bartlett & West Engineers, Inc. (Engineer);

WITNESSETH:

WHEREAS, the Owner wishes to employ the Engineer to perform professional engineering services on Waterworks Improvement Project No. _____. These services include preparing a water distribution system hydraulic analysis and planning study; and,

WHEREAS, the Owner requires certain engineering services in connection with the Project (the Services); and,

WHEREAS, the Engineer is prepared to provide the Services;

NOW THEREFORE, in consideration of the promises contained in this Agreement, the Owner and Engineer agree to the following:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be 10/30/98.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Kansas and the codes of the City of Topeka

ARTICLE 3 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in the amended Attachment A, Scope of Services, in accordance with applicable sections of the City of Topeka design criteria and drafting standards of latest revision.

ARTICLE 4 - COMPENSATION

Owner shall pay Engineer in accordance with the Attachment B, Compensation.

ARTICLE 5 - OWNER' RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

ARTICLE 6 - SUPPLEMENTAL AGREEMENTS

The provisions set forth in Attachment D, Supplemental Agreements shall be incorporated into this Agreement.

ARTICLE 7 - PROJECT SCHEDULE

The provisions set forth in the Attachment E, Project Schedule shall be incorporated into this Agreement.

ARTICLE 8 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances.

ARTICLE 9 - INDEMNIFICATION AND INSURANCE

In the following instances, Engineer hereby agrees to indemnify, defend, and hold harmless Owner and any of its departments, divisions, agencies, officers, and employees from all loss, damage, cost, or expense arising out of Engineer's negligent performance of Services under this Agreement.

- a. Claims, suits, or action of every kind and description when such suits or actions arise from the alleged negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractor.
- b. Injury or damages received or sustained by any party because of the negligent acts, errors, or omissions of the Engineer, its employees, agents, or subcontractors.

Engineer shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement.

The insurance coverages are as follows:

- (1) Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- (2) Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
- (3) Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
- (4) Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Engineer shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement.

Engineer shall also maintain valuable papers insurance to assure the restoration of any plans, drawings, field notes or other similar data relating to the work covered by this agreement, in the event of their loss or destruction, until such time as the work has been delivered to the Owner.

Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project construction schedules, Engineer's opinion of probable construction costs and of construction schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project construction costs will not vary from Engineer's cost estimates or that actual construction schedules will not vary from Engineer's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation requested by Owner shall entitle Engineer to compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer as part of the Services shall become the sole property of Owner, however, that both Owner and Engineer shall have the unrestricted right to their use. Engineer shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Engineer. Owner shall have the unlimited right to the use of intellectual property developed, utilized, or modified in the performance of the Services at no additional cost to the Owner.

ARTICLE 14 - TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner. If termination or suspension is for Owner's convenience, Owner shall pay Engineer for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Engineer shall be made to Engineer's compensation.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement.

Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement.

For delays in performance by Engineer, as set forth in Attachment E, Project Schedule, which are caused by circumstances which are within its control, such delays shall be documented on the Engineer's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects.

In the event Engineer is delayed in the performance of Services because of delays caused by Owner, Engineer shall have no claim against Owner for damages or contract adjustment other than an extension of time.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Engineer: Arthur Hutt, P.E.
 1200 SW Executive Drive
 Topeka, KS 66615-3850
 (785) 272-2252

Owner: Ken Bass
 City of Topeka Engineering Division
 515 S. Kansas Avenue
 Topeka, KS 66603
 (785) 368-3842

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 17 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 19 - INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Engineer. All prior and contemporaneous communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements are hereby incorporated into and shall become a part of this Agreement.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Engineer employs independent consultants, associates, and subcontractors to assist in performance of the Services, Engineer shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

ARTICLE 22 - THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

CITY OF TOPEKA
Owner

Joan Wagon
By: Joan Wagon

Mayor
Title

10/30/98
Date

Attest: Aris Walker

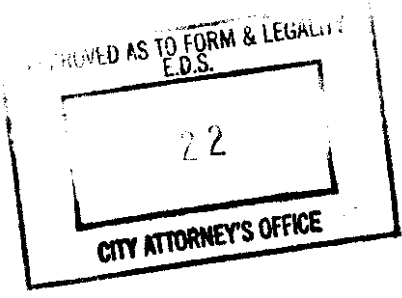
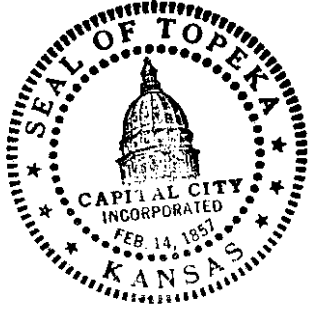
Bartlett & West Engineers, Inc.
Engineer

Michael K. Dunnaway
By: Michael K. Dunnaway

Executive Vice President
Title

Date

Attest: Steven D. Briman
Steven D. Briman



**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Bartlett & West Engineers, Inc.
Project Number & Name: _____, Water Distribution System Hydraulic
Analysis and Planning Study

SCOPE OF SERVICES

SCOPE OF WORK. The Engineer agrees to provide services defined in the following paragraphs for the project specifically defined as follows: the project consists of performing a water distribution system hydraulic analysis. As a part of the analysis, projections of future water demands will be made and facilities will be identified for satisfying present and future demands. Potential regional water demands will also be assessed and the impacts on the City facilities will be determined. Results of the analysis will be used as a planning tool to establish capital improvement plans.

1. Evaluate these software packages: CyberNet 3.0 (EPANET-based), EPANET, H₂ONET (EPANET-based) and KYPIPE 3.0. Include in a separate memorandum a written evaluation of the advantages and disadvantages of each package as they relate to the city's anticipated use of the model. The evaluation will include a recommendation for the software package best suited to evaluate system operations, perform fireflow analysis, and interface with SCADA and GIS applications.
2. Once the model software is purchased, construct the extended period simulation (EPS) model using all available information, including but not limited to the existing water line maps, GIS data, drawings, schematics, surveys, plans for developments under construction, etc. Distribute water demands based upon meter records, wholesale water purchase agreements, SCADA data, and other available information. Set the friction coefficient initially based on available information for size, material, and age of the pipes. Set the elevations based on USGS quadrangle maps, facility drawings, and GIS data available from the city. Include a description of the above procedures in the final report.
3. Calibrate the model.
 - a. Conduct isolation flow testing on representative sections of pipeline throughout the City of Topeka system. These tests will be conducted by isolating segments of pipeline, initiating flow to the pipeline, and measuring pipeline friction loss. This data will be used to calculate an equivalent roughness coefficient for each pipeline section. Results from this testing will be used to determine appropriate friction coefficients for each type and age of pipe. Up to ten isolation flow tests are anticipated.
 - b. Conduct step flow tests at approximately 30 locations throughout the system by measuring simultaneously the flow from a single fire hydrant and the residual pressure from two adjacent fire hydrants. Use a step flow test to adjust friction coefficients used in the model.
 - c. Collect operating data through discussions with operations staff and from the city's SCADA system. Pump start and stop logic will be incorporated into the model to closely represent conditions in the field.

- d. The elevation of points in the system where pressures are measured for calibration purposes will be determined using GPS type equipment. The equipment used will have an accuracy of plus or minus one meter.
 - e. Run the model for comparison to the actual operating data. Where the model results vary significantly from the operating data, work with city staff to investigate field conditions for closed valves, incorrect pipe sizes, model construction errors, etc.
 - f. Tabulate calibration results in the final report. Calibrate the model by adjusting friction coefficients and redistributing demands to generate model results within:
 - 1) 15 feet of maximum and minimum hydraulic grade lines measured by the city's SCADA system over a 24 hour cycle.
 - 2) 20 feet for 85% of the hydraulic grade lines measured in the step flow tests.
4. Project future populations, average day demands, and maximum day demands based on historical data, local demographic information, available operating data, recently publishing planning documents, and other information furnished by the city.
 5. Evaluate regional water demands surrounding the city. The need for water supply around the City of Topeka will be investigated. Up to three meetings will be conducted with rural water districts and cities within a 30-mile distance from the City of Topeka. These meetings will be conducted jointly by the Owner and the Engineer. The purpose of these meetings will be to gather information from potential wholesale water purchasers with respect to present and future water demands. In addition to the meetings, a written survey process will be used to help gather specific water demand and needs data from each potential or existing wholesale water purchaser. Projections of outside city wholesale water demands will be made and incorporated into the planning process.
 6. Use the model to evaluate operating conditions within the City of Topeka water distribution system. Pump operations, control functions, and use of storage capacity will be evaluated. Opportunities for improving the system's operating efficiency will be included in the evaluation.
 7. A vulnerability analysis will be performed using the model. In this analysis, critical elements of this city's system will be identified. The model will be used to simulate various types of failures to the critical system elements and determine the effects on the rest of the system as a result of the failures. Recommendations will be made to improve the reliability of the system and to provide a greater level of redundancy in the water distribution system.
 8. Use the calibrated model to evaluate proposed improvements. The timetable for constructing improvements will be identified in the report. Evaluate and recommend improvements to the pumping, storage, piping, metering, SCADA system and operations. Recommended improvements will be prioritized and sequenced to provide for more uniform capital expenditures throughout the planning period. In planning future improvements, specific areas of the city will be evaluated and given individual attention in the report. These areas are:
 - a) Elevation Parkway area.
 - b) Oakland Expressway area.
 - c) South 75 Highway corridor.
 - d) Halfday Creek area.
 - e) Major water supply facilities within the City of Topeka.

9. Provide budgetary level cost estimates with assumptions for all improvements, including construction, design, inspection, land acquisition and administration. All estimates will be prepared based on 1999 dollars.
10. Review and evaluate the existing SCADA operating manual and propose modifications based on the model.
11. Complete and deliver five (5) draft copies of a draft report, appendix, and exhibits summarizing all the activities described in this scope of work. Review draft report with city staff and incorporate comments into 15 copies of a final report.
12. Conduct meetings as needed to report progress, gather information, and coordinate activities.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Bartlett & West Engineers, Inc.
Project Number & Name: _____, Water Distribution System Hydraulic
Analysis and Planning Study

COMPENSATION

For the services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

- A. For the Basic Services described in Attachment A, paragraphs 1-13, a lump sum amount of \$207,000.00. Payments shall be made monthly in amounts which are consistent with the amount of engineering services provided, as determined by the Engineer.
- B. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.

Hourly rates for each classification as defined by the Engineer's rate schedule, see Attachment F. Hourly charge rates are subject to adjustment annually on January 1. Overtime, when authorized by the Owner, will be billed at 1.35 times the rates listed (non-engineer time only).

Reimbursable charges will be considered the amount of actual costs of expenses or charges, including such items as staking materials, equipment rental, equipment hourly charges, mileage, toll telephone calls, reproduction and similar project related expenses.

- C. The entire amount of each statement shall be due and payable upon receipt by the Owner.
- D. It is understood and agreed:
 - 1. That the Engineer shall start the performance of Services within 10 days of receipt of a notice to proceed and shall complete the work in accordance with the contract times set forth in Attachment E, Project Schedule.
 - 2. That the Engineer shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Bartlett & West Engineers, Inc.
Project Number & Name: _____, Water Distribution System Hydraulic
Analysis and Planning Study

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Make available to the Engineer all records, reports, maps, and other data pertinent to provision of the services required under this contract.
2. Designate one City of Topeka employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Engineer's services.
3. Issue notices to proceed to the Engineer for each phase of the design services.
4. Provide information defining the age, material, and known condition of the pipes in the system.
5. Provide SCADA data in ASCII or Excel format for pump operation, tank levels, and any other data generated relating to the distribution system or water demands.
6. Meter book records and related maps sufficient to identify water demands throughout the system.
7. Two water system operators to assist with the flow testing portion of the calibration process.
8. Manufacturers pump curves and related data for all pumps in the water distribution system.
9. Copies of planning documents containing projections of population and land use.
10. Provide a written description of system operations including control settings and pump operating logic.

**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Bartlett & West Engineers, Inc.
Project Number & Name: _____, Water Distribution System Hydraulic
Analysis and Planning Study

SUPPLEMENTAL AGREEMENTS

Owner and Engineer agree that the following communications, representations, and agreements by Engineer, whether oral or written, relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement as set forth in ARTICLE 19 - INTEGRATION.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

**ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Topeka, Kansas
Engineer: Bartlett & West Engineers, Inc.
Project Number & Name: _____, Water Distribution System Hydraulic
Analysis and Planning Study

PROJECT SCHEDULE

Owner and Engineer recognize that time is of the essence of the Agreement and that Owner will suffer financial loss if the work is not completed within the times stipulated herein, plus any extensions thereof. Accordingly, Engineer has established time intervals, in calendar days, for submittals at various stages of the project as detailed below. As each actual submittal date occurs, Engineer shall meet with Owner to discuss the progress of the work and the actual submittal date shall be documented. If project is behind schedule, the reason shall be recorded. Engineer shall not be responsible for the time required by Owner's representative to review Engineer's submittal. When review is complete, Owner shall, in writing, authorize Engineer to proceed to the next submittal date. After final submittal date, Engineer and Owner shall meet to evaluate Engineer's performance with regard to design schedule. An Engineer's Project Performance Evaluation form shall be completed and acknowledged by both Owner and Engineer. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects. Past performance shall be accounted for on the evaluation sheet used to rank consultants during the interview process.

1. Schedule. Engineer will make submittals to Owner based on the following schedule:
 - a. Progress Review - Engineer will conduct a progress review meeting within 180 calendar days after Notice to Proceed by Owner.
 - b. Draft Report - Engineer will submit a draft report within 240 calendar days after Notice to Proceed by Owner.
 - c. Final Report - Engineer will submit the final report within 300 calendar days after Notice to Proceed by Owner.

ATTACHMENT F

BARTLETT & WEST ENGINEERS, INC.

1998 SCHEDULE OF HOURLY CHARGES

Engineer VII/Landscape Arch VII	\$115.00
Engineer VI	100.00
Engineer V	90.00
Engineer IV/Landscape Arch IV	80.00
Engineer III	65.00
Engineer II	54.00
Engineer I	48.00
Engineering Technician VI	\$54.00
Engineering Technician V	48.00
Engineering Technician IV	44.00
Engineering Technician III	37.00
Engineering Technician II	31.00
Engineering Technician I	25.00
Surveyor V	\$85.00
Surveyor IV	73.00
Surveyor III	58.00
Surveyor II	50.00
Surveyor I	44.00
Survey Technician IV	\$38.00
Survey Technician III	34.00
Survey Technician II	30.00
Survey Technician I	26.00
Field Technician V	\$60.00
Field Technician IV	45.00
Field Technician III	38.00
Field Technician II	30.00
Field Technician I	24.00
Administrative Technician IV	\$41.00
Administrative Technician III	36.00
Administrative Technician II	28.00
Administrative Technician I	22.00



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
November 12, 2024

DATE: November 12, 2024
CONTACT PERSON: Sylvia Davis, Utilities Department Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Amending the 2025-2034 CIP and 2025-2027 CIB to include Project for Lead Service Line Replacement Project
PROJECT #: 281361
CATEGORY/SUBCATEGORY: 020 Resolutions / 004 Public Improvements
CIP PROJECT: Yes
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

RESOLUTION introduced by the Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler, amending the 2025-2034 Capital Improvement Plan (CIP) and 2025-2027 Capital Improvement Budget (CIB) to include Project No. 281361. *(The Public Infrastructure Committee recommended approval on October 15, 2024.)*

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would amend the CIP/CIB to add the project and authorize the total project budget in the amount of \$74,280,000.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to adopt the committee's recommendation.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

At its meeting on October 15, 2024, the Public Infrastructure Committee approved the request to amend the Capital Improvement Plan (CIP) and Capital Improvement Budget (CIB) to include Project No. 281361 related to Lead Service Line Replacement.

BUDGETARY IMPACT:

\$74,280,000 is the maximum amount. Based on the the current status of the lead service line inventory, we will not need all of the funding that is available. It is possible 50% of the loan principle could be forgiven.

SOURCE OF FUNDING:

Kansas Public Water Supply Loan Fund

ATTACHMENTS:

Description

Resolution & Exhibit A

PHS Committee Report (October 15, 2024)

PHS Committee Excerpt (October 15, 2024)

1 RESOLUTION NO. _____
2

3 A RESOLUTION introduced by the Public Infrastructure Committee comprised of
4 Councilmembers Sylvia Ortiz, David Banks and Neil Dobler,
5 amending the 2025-2034 CIP and the 2025-2027 CIB for the Lead
6 Service Line Replacement Project.
7

8 WHEREAS, the Governing Body adopted Resolution No. 9520 approving the 2025-
9 2033 Capital Improvement Program (CIP) and the 2025-2027 Capital Improvement Budget
10 (CIB); and

11 WHEREAS, staff has requested to add an additional project; and

12 WHEREAS, at its meeting on October 15, 2024, the Public Infrastructure Committee
13 favorably considered staff's request to amend the CIP/CIB.

14 NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE
15 CITY OF TOPEKA, KANSAS, that the 2025-2034 CIP and 2025-2027 CIB, as approved by
16 Resolution No. 9520, be amended to include Project No. 281361 for the Lead Service Line
17 Replacement Project as further described by the project summary attached herein and
18 incorporated by reference in Exhibit A.

19 ADOPTED and APPROVED by the Governing Body on _____.

20 CITY OF TOPEKA, KANSAS
21
22

23 _____
24 Michael A. Padilla, Mayor

25 ATTEST:

26 _____
27
28 Brenda Younger, City Clerk
29

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee: Public Infrastructure

Title: RESOLUTION - Lead Service Line Replacement and Amendment of the 2025 CIP Project No. 281361.00

Date referred from Council meeting:

Date referred from Committee: October 15, 2024

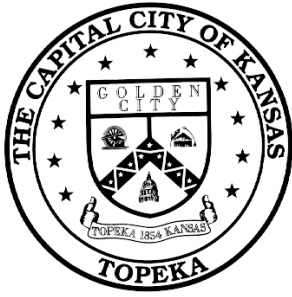
Committee Action: MOTION: Committee member Ortiz made a motion to approve the request for Resolution amending the 2025-2034 CIP and the 205-2027 CIB for the Lead Service Line Replacement Project. Committee member Banks seconded. Approved 2-0-0.

Comments: Committee member Dobler was absent.

Amendments:

Members of Committee: Councilmembers Sylvia Ortiz (Chair), David Banks, and Neil Dobler

Agenda Date Requested: November 12, 2024



CITY OF TOPEKA

CITY COUNCIL
City Hall, 215 SE 7th St., Room 255
Topeka, KS 66603-3914
(785) 368-3710

Tonya Bailey, Sr Executive Assistant
Tara Jefferies, Sr Executive Assistant
E-mail: councilassist@topeka.org
www.topeka.org

EXCERPT

CITY OF TOPEKA, Topeka, Kansas, Tuesday, October 15, 2024. The Public Infrastructure Committee members met at 11:00 A.M. with the following Committee members present: Sylvia Ortiz (Chair), and David Banks. Absent: Committee member Neil Dobler.

The following is an excerpt of the draft minutes from the meeting:

APPROVAL of the Resolution amending the 2025-2034 CIP and the 2025-2027 CIB for the Lead Service Line Replacement Project.

Lead Service Line replacement and Amendment of the 2025 CIP Project No. 281361.00

Sylvia Davis, Utilities Director, reported the Lead & Copper Rule Revisions (LCRR) announcement was presented at the Governing Body meeting October 1, 2024. She added the City would receive a \$74 million State Revolving Fund Loan with a 50% fund match requirement from the City of Topeka. There is a need for Resolution to amend the 2025-2034 and the 2025-2027 CIB for the Lead Service Line Replacement Project. She added the program is set for a ten-year program, and coincides with the compliance schedule.

MOTION: Committee member Ortiz made a motion to approve the request. Committee member Banks seconded. Approved 2-0-0.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
November 12, 2024

DATE: November 12, 2024
CONTACT PERSON: Sylvia Davis, Utilities Department Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Kansas Public Water Supply Loan Fund administered by KDHE
PROJECT #:
CATEGORY/SUBCATEGORY: 020 Resolutions / 004 Public Improvements
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

PUBLIC HEARING concerning a proposed loan in an amount not to exceed \$74,280,000 to be taken by the City of Topeka from the Kansas Public Water Supply Loan Fund administered by Kansas Department of Health and Environment (KDHE) pursuant to KSA 65-163c et seq.

RESOLUTION introduced by City Manager Dr. Robert M. Perez, authorizing the filing of an application to the Kansas Department of Health and Environment regarding a loan from the Kansas Public Water Supply Loan Fund.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would authorize City staff to proceed with the preparation and execution of a loan agreement with KDHE for the purposes of permanently financed costs related to inventorying or replacing lead service lines.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to authorize City staff to proceed with the preparation and execution of a loan agreement with KDHE for the purposes of permanently financed costs related to inventorying or replacing lead service lines.

STAFF RECOMMENDATION:

Staff recommends the Governing Body conduct the public hearing and approve the resolution.

BACKGROUND:

The loan will permanently finance Utilities Project No. 281361 up to the amount of \$74,280,000 from the Kansas Public Water Supply Loan Fund (KPWSLF), with an estimated \$37,585,680 in loan forgiveness.

BUDGETARY IMPACT:

Debt service for permanently financed inventorying or replacing lead service lines projects would be scheduled over a 20-year period and payments would be structured through the appropriate utility fund.

SOURCE OF FUNDING:

Debt service will be paid through the water utility fund and is funded by associated fees.

ATTACHMENTS:

Description

Public Hearing Notice (September 30, 2024)

Resolution

State Revolving Fund Loan Project Listing

Proof of Publication - Topeka Metro Newspaper September 30, 2024

KPWSLF Loan Application

(Published in the Topeka Metro Newspaper September 30, 2024)

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Topeka, Kansas, will conduct a public hearing on November 12, 2024, at 6:00 PM at the following location:

Cyrus K. Holliday Building
620 SE Madison Street
First Floor Conference Room (Holliday West)
Topeka, Kansas, 66603

regarding a proposed loan in an amount not to exceed \$74,280,000 (the “Loan”) to be taken by the City of Topeka from the Kansas Public Water Supply Loan Fund (the “Fund”) administered by the Kansas Department of Health and Environment (“KDHE”) pursuant to K.S.A. 65-163c *et seq.* The City of Topeka has made preliminary application to KDHE for the Loan, the proceeds of which will be used by the City of Topeka to finance certain modifications and improvements (the “Project”) to the City of Topeka’s water supply and distribution system (the “System”), and to pay interest during construction of the Project. Further information regarding the nature and scope of the Project, the source of revenues pledged to secure the Loan, the City of Topeka’s financial information, the City of Topeka’s water conservation plan, environmental impact information which could qualify for a categorical exclusion, the proposed Loan documents, and the schedule of rates proposed by the Governing Body to enable the City of Topeka to meet its financial obligations for the Loan are available for public inspection and copying at any time during normal business hours at the address set forth below.

The Governing Body will not adopt a resolution authorizing the completion of the Loan application and the execution and delivery of the Loan documents until after the conclusion of the public hearing described in this Notice.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place herein specified.

Dated: September 30, 2024

City Clerk’s Office,
215 SE 7th Street, Room 012B
Topeka, Kansas, 66603

City of Topeka, KANSAS

/s/ Brenda Younger
Brenda Younger, City Clerk



RESOLUTION NO. _____

A RESOLUTION introduced by City Manager Dr. Robert M. Perez authorizing the completion of an application to the Kansas Department of Health and Environment regarding a loan from the Kansas Public Water Supply Loan Fund.

WHEREAS, the City of Topeka Kansas (the “[City/District]”) is a duly incorporated City of the First Class, organized under the laws of the state of Kansas (the “State”) which operates a public water supply and distribution system (the” System”); and

WHEREAS, the City Council (the “Governing Body”) of the City has heretofore determined in to be in the best needs of the customers of the System to undertake certain modifications and improvements (the “Project”) to the System; and

WHEREAS, the pursuant to K.S.A. 65-163c *et seq.* (the “Act”), the Kansas Department of Health and Environment (“KDHE”) administers the Kansas Public Water Supply Loan Fund (the “Fund”) from which loans are made to certain qualified Municipalities (as said term is defined in the Act) to finance modification and improvements to public water supply systems; and

WHEREAS, the City has heretofore made an application to KDHE for a loan in an amount not to exceed \$74,280,000 (the “Loan”) to finance the Project; and

WHEREAS, the Governing Body has conducted a public hearing on November 12, 2024, on the advisability of proceeding with the completion of the application for the Loan and desires to authorize the appropriate officials of the City to accomplish the completion process.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS, AS FOLLOWS:

Section 1. Loan Application. The Mayor, City Manager or designee of the City are hereby authorized to cause to be prepared and to execute a Loan Application, including all attachments thereto (jointly, the “Application”); in substantially the form presented to the Governing Body this date, in order to provide financing for the Project. The Application shall be forwarded to KDHE as soon as possible.

Section 2. Further Proceedings. The Mayor, City Clerk, City Manager, and the other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to complete the Application and to coordinate processing of a loan agreement for the Loan (the “Loan Agreement”); provided that the authorization to execute the Loan Agreement shall be subject to further resolution of the Governing Body.

Section 3. Further Authority. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED and APPROVED by the Governing Body on _____.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

The Topeka Metro News

800 SW Jackson St., Ste. 1118
Topeka, KS 66612-1244
(785) 232-8600

CITY OF TOPEKA - CITY CLERK'S OFFICE
215 SE 7TH ST RM 166
TOPEKA KS 66603-3914

Proof of Publication

STATE OF KANSAS, SHAWNEE COUNTY, SS; Maureen Gillespie, of lawful age, being first duly sworn, deposes and says that she is Legal Notices Clerk for The Topeka Metro News which is a newspaper printed in the State of Kansas, published in and of general paid circulation on a weekly, monthly or yearly basis in Shawnee County, Kansas, is not a trade, religious or fraternal publication, is published at least weekly fifty (50) times a year, has been so published continuously and uninterrupted in said County and State for a period of more than one year prior to the first publication of the notice attached, and has been entered at the post office as Periodicals Class mail matter. That a notice was published in all editions of the regular and entire issue for the following subject matter (also identified by the following case number, if any) for 1 consecutive week(s), as follows:

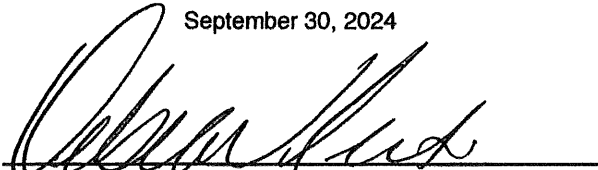
HEARING - KANSAS PUBLIC WATER SUPPLY
LOAN FUND
9/30/24



Maureen Gillespie, Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

September 30, 2024



Notary Public

DEBRA VALENTI

Notary Public-State of Kansas
My Appt. Expires Aug. 21, 2027

First published in The Topeka Metro News, Monday, September 30, 2024.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Topeka, Kansas, will conduct a public hearing on November 12, 2024, at 6:00 PM at the following location:

Cyrus K. Holliday Building
620 SE Madison Street
First Floor Conference Room (Holliday West)
Topeka, Kansas, 66603

regarding a proposed loan in an amount not to exceed \$74,280,000 (the "Loan") to be taken by the City of Topeka from the Kansas Public Water Supply Loan Fund (the "Fund") administered by the Kansas Department of Health and Environment ("KDHE") pursuant to K.S.A. 65-163c *et seq.* The City of Topeka has made preliminary application to KDHE for the Loan, the proceeds of which will be used by the City of Topeka to finance certain modifications and improvements (the "Project") to the City of Topeka's water supply and distribution system (the "System"), and to pay interest during construction of the Project. Further information regarding the nature and scope of the Project, the source of revenues pledged to secure the Loan, the City of Topeka's financial information, the City of Topeka's water conservation plan, environmental impact information which could qualify for a categorical exclusion, the proposed Loan documents, and the schedule of rates proposed by the Governing Body to enable the City of Topeka to meet its financial obligations for the Loan are available for public inspection and copying at any time during normal business hours at the address set forth below.

The Governing Body will not adopt a resolution authorizing the completion of the Loan application and the execution and delivery of the Loan documents until after the conclusion of the public hearing described in this Notice.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place herein specified.

Dated: September 30, 2024

City Clerk's Office,
215 SE 7th Street, Room 012B
Topeka, Kansas, 66603



City of Topeka, KANSAS

/s/ Brenda Younger
Brenda Younger, City Clerk
9/30

L20379
Publication Fees: \$32.00

Kansas Public Water Supply Loan Fund



Loan Application

Applicant Information

Municipality Name:	City of Topeka			
Address:	215 SE 7th Ave	Topeka	KS	66603
	<i>Street or PO Box</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
Contact Person	Jennifer Barger	Management Analyst		
	<i>Name</i>	<i>Title</i>		
Contact Info	785-368-1919	jlbarger@topeka.org		
	<i>Phone No.</i>	<i>Email</i>		
		Congressional District of Municipality	Second	
Tax ID No.	48-6028701	Engineering Consultant Firm	Black & Veatch	
Unique Entity ID (SAM.gov)	LVW6MFLCJN23	Engineering Contact Name	Emily Tummons	
		Engineering Contact Phone No.	913-458-3160	
		Engineering Contact Email	TummonsEN@BV.com	
Engineering Contact Mailing Address	11401 Lamar Avenue, Overland Park, KS 66211			
Project Title:	Public Water Supply Loan Fund Application - LSL Replacement			
Project Description:				

The Lead Service Line Replacement Project aims to replace lead and galvanized requiring replacement (GRR) service lines throughout the City of Topeka. The project will address both city-owned and privately-owned service lines. It will target the replacement of 92 known city-owned lead service lines, as well as up to an additional 268 city-owned service lines where the material is currently being determined through ongoing inventory processes. .

In addition to city-owned lines, the project will offer financial assistance for the replacement of customer-owned lead and GRR service lines. Assistance will be targeted to households that meet LMI requirements. The amount of assistance available will be dependent on the number of qualifying households, and the amount of SRF loan forgiveness. There are 200 customer-owned lead service lines that have been identified, as well as approximately 2,800 customer-owned lines of unknown material that are being determined though ongoing inventory processes.

Out of approximately 57,500 service lines in the City of Topeka water distribution system, there are 92 public and 200 private known lead service lines. There are 810 known GRR lines. Replacing these lines in accordance with the Lead and Copper Rule Improvements (LCRI) reduces health risks associated with potential lead exposure and modernizes water infrastructure.

Requested Loan Repayment Term

20-year repayment 30-year repayment 40-year repayment Interim financing (loan will be repaid when project is complete)
(Disadvantaged Only)

The interest rate for a 20-year repayment term will be set at 60% of the market rate, a 30-year repayment term will be set at 70% of the market rate, and a 40-year term will be set at 80% of the market rate.

Project Details

Estimated Project Costs

Construction Cost	\$ 52,701,660	Contingencies	\$ 9,656,400
Engineering Planning & Design	\$ 11,884,800	Administrative & Legal	\$
Construction Engineering & Inspection	\$	Other	\$ 37,140
		Total Project Cost	\$
		Loan Reserve*	\$ 7,428,000

* Water Districts must maintain a 140% debt service coverage or include a loan reserve equal to 11.111% of the Project Cost – see instructions.

List all Anticipated Funding Sources Which are Intended to be Utilized to Complete this Project

KDHE SRF Loan (include loan reserve if applicable)	\$ 74,280,000
Cash on Hand	\$
Community Development Block Grant (CDBG)	\$
USDA Rural Development Grant**	\$
Other	\$
Total	\$ 74,280,000

** Do not include USDA Rural Development loan amounts if the SRF loan will be interim financing for the Rural Development loan

Anticipated Project Schedule

	Date (month/year)
Notice of Public Hearing Issued	_____
Public Hearing Held	11/12/2024
Environmental Review Letters Sent	9/11/2024
Final Plans and Specifications Submitted to KDHE	_____
Duration of Construction (in months)	_____

Number of Customers (connections) for the Previous 3 Years

Year	Residential	Commercial	Other	Total
2023	49,631	4,071	36	53,738
2022	49,676	4,102	36	53,814
2021	49,547	4,080	35	53,662

List any single customer that provides 5% or more of the utility's revenue from water sales
N/A

Water Production History for the Previous 3 Years

Year	Gallons Produced/ Purchased	Gallons Sold	Gallons Flushed or Accounted For	Water Loss	Unaccounted for Water Loss Ratio
2023	7,803,608,000	5,896,950,000	14,779,000	2,094,254,000	27
2022	7,406,520,000	5,847,654,000	14,619,000	1,544,247,000	21
2021	7,211,371,000	5,848,414,000	14,621,000	1,348,337,000	19

Valuations for Previous 3 Years (for Cities Only)

Year	Assessed Valuation of Taxable Tangible Property (within City Limits)	Tangible Valuation of Motor Vehicles (within City Limits)	Total for Year
2023	1,461,265,995	121,283,894	1,582,549,889
2022	1,339,576,689	120,066,026	1,459,642,715
2021	1,228,379,655	126,402,426	1,354,782,081

Attachments

The following documents must be submitted for the application to be considered complete.

Document	Attached	Will be Submitted Separately
Preliminary Engineering Report (not required for lead service line inventory loans)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
List of Outstanding Debt Paid by Water Utility and Repayment Schedules	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water Purchase/Sales Contracts (if applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attachments Continued

The following documents must be submitted for the application to be considered complete.

Document	Attached	Will be Submitted Separately
Current Water Rates	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All Previous Water Rates in Effect over the last 4 years	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Public Hearing Notice Proof of Publication	<input type="checkbox"/>	<input type="checkbox"/>
Minutes from Public Hearing	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Resolution Authorizing Application	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Outgoing Environmental Review Letters (not required for lead service line inventory Loans)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Environmental Review Responses (not required for lead service line inventory Loans)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lobbying Certification Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Capacity Development Survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Design Life Statement (if not located in the preliminary engineering report)	<input type="checkbox"/>	<input type="checkbox"/>
Previous 3 years of financial statements (if not accessible from KS Dept of Admin)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Lead Service Line Projects

If the project is for lead service line replacement only (otherwise leave blank)

- indicate the date that the service line inventory spreadsheet was submitted to KDHE 10/16/2024

- will the cost of any private side lead service line replacement be paid by the owner of the property? yes

Signature

I certify that I am authorized to sign this application on behalf of the governing body. To the best of my knowledge and belief, the data in this application is true and accurate.

Signature: _____ Date: _____

Title: _____

Submit this application and all required attachments to:

KDHE/BOW
 Attn: Kansas SRF Program
 1000 SW Jackson St., Suite 420
 Topeka, KS 66612-1367

Instructions for Completing the Kansas Public Water Supply Loan Fund Application

1. The Unique Entity Identifier (UEI) is a federal ID number assigned by the System for Award Management (SAM) which is the official U.S. Government site for tracking federal awards.
 - If the municipality is currently registered in SAM.gov the UEI has already been assigned. View your entity registration record in [SAM.gov](https://sam.gov).
 - If the municipality does not have an UEI the municipality will need to register at [SAM.gov](https://sam.gov) to obtain the UEI.
2. Complete the application by filling in the requested contact and project information in the blanks provided.
3. Estimated Project Costs - Loan Reserve (page 2). **Non-taxing Municipalities Only.** Water Districts are required to either establish a loan reserve calculated at 10% of the loan amount while maintaining an annual debt service coverage of 125% OR maintain an annual debt service coverage of 140% without a loan reserve.

If a loan reserve is required, it is typically borrowed as part of the loan. Since the loan reserve is 10% of the loan amount (NOT 10% of the project cost), the cost of the reserve is calculated at 11.1111% of the total project cost. If the non-taxing municipality does not wish to borrow the loan reserve, it must provide the funds to KDHE prior to the first disbursement. If the municipality chooses to maintain a 140% debt service coverage without a loan reserve or provide the funds for the loan reserve from cash on hand, enter "140% DSC" or "CASH" in the blank for Loan Reserve.

The loan reserve is held by KDHE and can only be used to prevent a default in the municipality's loan repayment. Any interest earnings the loan reserve receives will be credited to the municipality to reduce the semi-annual loan repayment amount. If the loan reserve is never used to prevent a payment default, it will be used to prepay the loan during the final years of repayments (typically the last 3 payments).

4. Cities can obtain valuation information (table on page 3) from their County government offices.
5. There are several documents that will need to be submitted with the application form before the application is considered complete. Below is a brief explanation for each required attachment.
 - a. Preliminary Engineering Report, a preliminary engineering report describing the water system, need for the project, alternatives considered, design life of the project, and environmental area associated with the project site should be attached. If the project will generate a new or alter and existing waste stream, a consensus regarding waste stream disposal must be reached with KDHE, PRIOR to final version of the engineering report. The consensus must be documented in the engineering report. For more information on the waste stream summary review visit <https://www.kdhe.ks.gov/510/Waste->

Stream-Summary-Review . A preliminary engineering report is not required for loans providing assistance to complete lead service line inventories.

- b. List of Outstanding Debt Paid by Water Utility and Repayment Schedules. Debt repayments that are supported by the water utility should be listed and a copy of the repayment schedule for each debt should be included. If debt payments are only partially paid by the water utility provide details about how the debt service is paid.
- c. Water Purchase or Sales Contracts. If the loan applicant has wholesale water purchases or sales, please include a copy of those agreements.
- d. Water Rates. A copy of each water rate structure that was in effect during the time period covered by the required financial statements (item m), current water rate structure, if different, and any proposed future water rate structure should be attached.
- e. Public Hearing Notice Proof of Publication. Copy of Affidavit of Publication for the public hearing notice (template is contained in these instructions).
- f. Minutes from Public Hearing. Copy of minutes from the public hearing (can be an excerpt – template is contained in these instructions).
- g. Copy of Resolution Authorizing the Application. Copy of the resolution authorizing the completion of the application (template is contained in these instructions).
- h. Copy of Outgoing Environmental Review Letters. The loan applicant must send environmental review letters that describe the project and the associated project area (using Section, Township, and Range), include a map of the project area and a summary of the total cost for the project, to certain intergovernmental agencies. You must allow at least 30 days for the agencies to respond. Instructions for this process are attached. KDHE must have a copy of the letters, including all attachments, that were sent. Environmental Review Letters are not required for loans providing assistance to complete lead service line inventories.
- i. Copy of Environmental Review Responses. A copy of all the responses received from the environmental review letters must be provided to KDHE for the application. Environmental Review Letter responses are not required for loans providing assistance to complete lead service line inventories.
- j. Lobbying Certification Form. This form must be filled out to certify that no Kansas Public Water Supply Loan funds were used for lobbying.
- k. Capacity Development Survey. Drinking water systems are asked to fill out this survey every 3 years on a voluntary basis, however the Kansas Public Water Supply Loan Fund requires a current survey be on file with the loan application. The survey is attached to these instructions.
- l. Design Life Statement. If the preliminary engineering report does not indicate the design life of the project, a separate statement from a licensed professional engineer indicating the design life of the project must be attached. Design life statements are not required for loans providing assistance to complete lead service line inventories.
- m. Previous 3 years of financial statements. If the municipal financial audits (or annual budgets for municipalities that do not have financial audits performed) are not accessible from the Kansas

Department of Administration's Municipal Services web site, then a copy of the previous 3 years of financial statements will need to be submitted with the loan application.

6. Lead Service Line Inventory and private side cost. If the application is for a lead service line replacement project, a service line inventory spreadsheet must be submitted to KDHE before a loan can be executed. The approved format must be submitted to KDHE electronically through the Public Water Supply Data Collector, **it should not be attached to the application**. The applicant does need to write the date the service line inventory was submitted to KDHE. The applicant will also need to indicate if any of the cost of the private side of any lead service line replacement will paid by the property owner.
7. The application form must be signed by an authorized official of the loan applicant.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
November 12, 2024

DATE: November 12, 2024
CONTACT PERSON: Braxton Copley, Assistant City Manager
DOCUMENT #:
SECOND PARTY/SUBJECT: Kansas Department of Transportation Fleet Garage Purchase
PROJECT #: 70-89 KA-1266-04
CATEGORY/SUBCATEGORY: 007 Contracts and Amendments / 010 State of Kansas
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

CONVEYANCE of real estate to the State of Kansas for \$3,685,887.76.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval would convey the current light duty fleet garage located 210 SE 4th Street, adjacent to the Law Enforcement Center to the State of Kansas.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to approve the agreement with the State of Kansas Department Of Transportation.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the Conveyance of real estate to the State of Kansas for \$3,685,887.76.

BACKGROUND:

The State of Kansas is going to be constructing a new viaduct to replace the existing Polk Quincy viaduct. The new alignment will be directly over the existing light duty fleet facility. KDOT has negotiated the purchase price of \$3,685,887.76 to compensate the City for the real estate and improvements. This amount is separate from relocation assistance estimated to be \$3.19 million which will be reimbursed to the City once it has physically

relocated to the new facility.

BUDGETARY IMPACT:

\$3,685,887.76

SOURCE OF FUNDING:

Kansas Department of Transportation

ATTACHMENTS:

Description

Disbursement of Proceeds

Temporary Easement

Contract for Conveyance of Real Estate

Deed

**KANSAS DEPARTMENT OF TRANSPORTATION
DISBURSEMENT OF PROCEEDS STATEMENT**

PROJECT: 70-89 KA-1266-04 TRACT: 27 JOB: 3722
DATE OF CONVEYANCE: 09/27/2024 GROSS PROCEEDS: 3,685,887.76

Landowner(s), Purchaser(s) Under Contract and Parties of Interest Receiving All or Any Portion of Gross Proceeds

<u>DESCRIPTION</u>	<u>NAME</u>	<u>GROSS PROCEEDS DISBURSEMENT</u>
R/W 39,079 Sq. Ft. = \$195,395.00; TE 28,585 Sq. Ft. = \$71,463.00; Improvements Acquired = \$801,680.00; Cost to Cure Improvements to Sears Bldg = \$2,617,349.76.	City of Topeka, Kansas	\$ 3,685,887.76
		\$
		\$

I agree and authorize KDOT to disburse the gross proceeds as allocated above. If a Disbursement of Proceeds Statement is not provided, IRS Regulations Sec. 1.6056-4 requires the gross proceeds to be reported to each seller. I further understand this disbursement will be used for tax liability purposes.

City of Topeka, Kansas

VERIFIED BY _____ DATE _____
 Robert M. Perez PhD, City Manager

VERIFIED BY _____ DATE _____
 Brenda Younger, City Clerk

KANSAS DEPARTMENT OF TRANSPORTATION

TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this 27th day of September, 2024, by and between

City of Topeka, Kansas

landowner(s), and the Secretary of Transportation of the State of Kansas.

For consideration as hereinafter set forth, the landowner(s) agree(s) to grant to the Secretary of Transportation, his duly authorized agents, contractors and assigns the right to enter upon the following described real estate in the County of Shawnee, State of Kansas:

(b) A tract of land in Lots 2-8, 15, and 16, Block P, Keyway Subdivision, City of Topeka, Shawnee County, Kansas, according to the recorded plat thereof, described by Polly A. Jones, Kansas PS 1130, on January 13, 2022 as follows: COMMENCING at the Southwest corner of Block Q of said Subdivision; thence on an assumed bearing of North 72 degrees 55 minutes 52 seconds West, 100.19 feet to the Southeast corner of said Block P and the POINT OF BEGINNING; FIRST COURSE, thence North 72 degrees 55 minutes 52 seconds West, 144.84 feet along the South line of said Block P; SECOND COURSE, thence North 17 degrees 54 minutes 16 seconds East, 290.72 feet; THIRD COURSE, thence North 17 degrees 07 minutes 26 seconds West, 168.69 feet to the North line of said Block P; FOURTH COURSE, thence South 72 degrees 56 minutes 06 seconds East, 25.41 feet along said North line to the Westerly right of way line of the proposed highway; FIFTH COURSE, thence South 15 degrees 50 minutes 54 seconds East, 209.96 feet along said Westerly right of way line; SIXTH COURSE, thence South 03 degrees 36 minutes 58 seconds East, 271.48 feet along said Westerly right of way line to the POINT OF BEGINNING. The above described tract contains 28585 square feet, more or less.



For the purpose of highway construction as shown by the plans of road project 70-89 KA-1266-04. Said right of entrance, occupation and use to continue only during the construction and completion of the above project.

It is further agreed by and between the parties hereto that this easement is not intended to change the highway right of way line as it now exists.

The Secretary of Transportation agrees to pay the landowner(s) a lump sum of (\$71,463.00) Seventy One Thousand Four Hundred Sixty Three Dollars and Other Valuable Considerations and 00/100 Dollars for the temporary easement over and upon the above described property, pursuant to the "Disbursement of Proceeds Statement," incorporated herein by reference, acknowledged and signed by the landowner(s).

It is understood and agreed that the consideration for said temporary easement is in full payment for the purchase of said easement and all damages arising from the transfer of said property interest and its use for the purpose above set out.

This easement expires ninety days (90) after completion of the highway construction project for which this easement is acquired.

IN WITNESS WHEREOF the parties have signed this agreement on the day and year first above written.

ATTEST:

Burt Morey, P.E.
Deputy Secretary and State Transportation Engineer

Recommended by:

BY: _____
CHAD DEPPERSCHMIDT, CHIEF
BUREAU OF RIGHT OF WAY

Jennifer E. Emmert, Right of Way Agent

Landowner(s):
City of Topeka, Kansas

Robert M. Perez PhD, City Manager

STATE OF _____, _____ COUNTY, SS.

On this _____ day of _____ 2024, before me, a notary public in and for said county and state, personally appeared Robert M. Perez PhD, City Manager for the City of Topeka, Kansas to me known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.

_____, NOTARY PUBLIC
My commission expires _____

IN WITNESS WHEREOF the parties have signed this agreement on the day and year first above written.

Landowner(s):
City of Topeka, Kansas

Brenda Younger, City Clerk

STATE OF _____, _____ COUNTY, SS.

On this _____ day of _____ 2024, before me, a notary public in and for said county and state, personally appeared
Brenda Younger, City Clerk for the City of Topeka, Kansas
to me known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.

_____, NOTARY PUBLIC
My commission expires _____

IN WITNESS WHEREOF the parties have signed this agreement on the day and year first above written.

Landowner(s):

STATE OF _____, _____ COUNTY, SS.

On this _____ day of _____ 20____, before me, a notary public in and for said county and state, personally appeared

to me known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.

_____, NOTARY PUBLIC
My commission expires _____

KANSAS DEPARTMENT OF TRANSPORTATION
CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this 27th day of September, 2024, by and between

City of Topeka, Kansas
620 Madison, 2nd Floor, Topeka, KS 66603

landowner(s), and the Secretary of Transportation of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the State of Kansas by Warranty Deed to the following described real estate in the County of Shawnee, State of Kansas, to wit:

Not for recording purposes.

(a) A tract of land in Lots 1-8, 15, and 16, Block P, Keyway Subdivision, City of Topeka, Shawnee County, Kansas, according to the recorded plat thereof, described by Polly A. Jones, Kansas PS 1130, on January 13, 2022 as follows: COMMENCING at the Southwest corner of Block Q of said Subdivision; thence on an assumed bearing of North 72 degrees 55 minutes 52 seconds West, 100.19 feet to the Southeast corner of said Block P and the POINT OF BEGINNING; FIRST COURSE, thence North 03 degrees 36 minutes 58 seconds West, 271.48 feet; SECOND COURSE, thence North 15 degrees 50 minutes 54 seconds West, 209.96 feet to the North line of said Block P; THIRD COURSE, thence South 72 degrees 56 minutes 06 seconds East, 209.73 feet along said North line to the Northeast corner of said Block P; FOURTH COURSE, thence South 17 degrees 02 minutes 03 seconds West, 430.24 feet along the East line of said Block P to the POINT OF BEGINNING. The above described tract contains 39079 square feet, more or less.

This conveyance is made for the purpose of a controlled access highway and the grantor hereby releases and relinquishes to the grantee any and all abutters' rights of access to said highway, appurtenant to grantors remaining property.

The Secretary may install a fence or other device to delineate the above described controlled access highway facility. If such fence or other device is installed, the Secretary assumes no legal or other responsibility for fencing private property.

It is understood and agreed that landowner(s) is responsible for all property taxes on the above-described property accrued prior to the conveyance of title to the State of Kansas. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the Secretary of Transportation and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the Secretary becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the Secretary becomes legally entitled to the property.

The Secretary of Transportation agrees to purchase the above described real estate, and to pay therefore, pursuant to the "Disbursement of Proceeds Statement," incorporated herein by reference, acknowledged and signed by the landowner(s), the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 39,079 Sq. Ft. controlled access for Right of Way	\$	195,395.00
Miscellaneous: Improvements Acquired	\$	<u>801,680.00</u>
Cost to Cures:Improvements to Sears building	\$	<u>2,617,349.76</u>
TOTAL:	\$	<u><u>3,614,424.76</u></u>

Upon delivery of the above described warranty deed and payment to landowner(s), landowner(s) agree(s) to vacate the above described real estate, including removal of any and all personal property owned by landowner(s) or items compensated for in the above table as cost to cure and/or damages, by 03/31/2025

In the event the right of way acquisition includes "access control" and the Kansas Department of Transportation is constructing access control fence as part of this project work, the following terms and conditions apply:

The Secretary may install a fence or other device to delineate the above described controlled access highway facility. If such fence or other device is installed, the Secretary assumes no legal or other responsibility for fencing private property.

The Landowner(s) shall grant the right of ingress and egress onto Landowner(s) property to allow the Secretary of Transportation to attach all intersecting private property fences on the Landowner(s) property to the control of access fence.

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

Confidentiality. Landowner further agrees to keep all terms and conditions of this Agreement confidential and not to disclose any such information to any person whatsoever, except their attorney and as necessary to file appropriate tax returns or to enforce this Agreement. Said confidentiality shall expire as of the date the underlying highway project is let for construction. It is the responsibility of Landowners to ascertain the actual date the contract for the construction of the underlying highway project is let. Said letting date information may be ascertained from the Kansas Department of Transportation at any time.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNER(S)

City of Topeka, Kansas

City of Topeka, Kansas

Robert M. Perez PhD, City Manager

Brenda Younger, City Clerk

SECRETARY OF TRANSPORTATION
OF THE STATE OF KANSAS

BY: _____
Burt Morey, P.E.
Deputy Secretary and
State Transportation Engineer

MEMORANDA

Exact and full name of owner, as name appears of record:

City of Topeka, a municipal corporation

If mortgage or other liens, show names of holders:

No Mortgages on Property

RECOMMENDED BY:

Jennifer E. Emmert, Right of Way Agent

GENERAL WARRANTY DEED

THIS DEED, Made this 27th day of September 2024, between

City of Topeka, Kansas

of Shawnee County, in the State of Kansas, of the first part, and

The Secretary of Transportation of the State of Kansas

of Shawnee County, in the State of Kansas, of the second part,

WITNESSETH, That parties of the first part, in consideration of the sum of

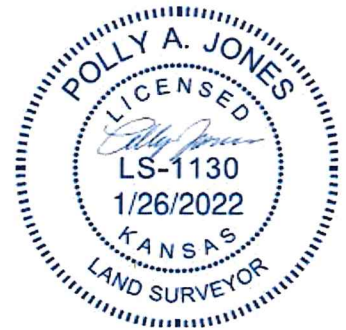
One Dollar and Other Valuable Considerations and 00/100 Dollars,

the receipt of which is hereby acknowledged, do by these presents convey and warrant unto said party of the second part, it's successors and assigns, all the following-described REAL ESTATE situated in the County of Shawnee and the State of Kansas, to wit:

(a) A tract of land in Lots 1-8, 15, and 16, Block P, Keyway Subdivision, City of Topeka, Shawnee County, Kansas, according to the recorded plat thereof, described by Polly A. Jones, Kansas PS 1130, on January 13, 2022 as follows: COMMENCING at the Southwest corner of Block Q of said Subdivision; thence on an assumed bearing of North 72 degrees 55 minutes 52 seconds West, 100.19 feet to the Southeast corner of said Block P and the POINT OF BEGINNING; FIRST COURSE, thence North 03 degrees 36 minutes 58 seconds West, 271.48 feet; SECOND COURSE, thence North 15 degrees 50 minutes 54 seconds West, 209.96 feet to the North line of said Block P; THIRD COURSE, thence South 72 degrees 56 minutes 06 seconds East, 209.73 feet along said North line to the Northeast corner of said Block P; FOURTH COURSE, thence South 17 degrees 02 minutes 03 seconds West, 430.24 feet along the East line of said Block P to the POINT OF BEGINNING. The above described tract contains 39079 square feet, more or less.

This conveyance is made for the purpose of a controlled access highway and the grantor hereby releases and relinquishes to the grantee any and all abutters' rights of access to said highway, appurtenant to grantors remaining property.

The Secretary may install a fence or other device to delineate the above described controlled access highway facility. If such fence or other device is installed, the Secretary assumes no legal or other responsibility for fencing private property.



TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And parties of the first part, for its successors and assigns, executors and administrators, do hereby covenant, promise and agree to and with party of the second part that at delivery of these presents it is lawfully seized in its own right, of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and other encumbrances of any nature whatsoever, except:

none

and that it will warrant and forever defend the same unto party of the second part, it's successors and assigns, against parties of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, parties of the first part have hereunto subscribed its name, the day and year first above written.

City of Topeka, Kansas

City of Topeka, Kansas

Robert M. Perez PhD, City Manager

Brenda Younger, City Clerk

STATE OF _____, _____ COUNTY, SS.

On this _____ day of _____ 2024, before me, a notary public in and for said county and state, personally appeared Robert M. Perez PhD, City Manager for the City of Topeka, Kansas to me known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.

_____, NOTARY PUBLIC
My commission expires _____

STATE OF _____, _____ COUNTY, SS.

On this _____ day of _____ 2024, before me, a notary public in and for said county and state, personally appeared Brenda Younger, City Clerk for the City of Topeka, Kansas to me known to be the person(s) named in and who executed the foregoing instrument, and duly acknowledge the execution thereof.

_____, NOTARY PUBLIC
My commission expires _____



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
November 12, 2024

DATE: November 12, 2024
CONTACT PERSON: Tony Trower, Deputy Public Works Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Teamsters Local No. 696 Labor Agreement 2025-2027
PROJECT #:
CATEGORY/SUBCATEGORY 007 Contracts and Amendments / 020 Employee Agreements
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a three-year labor agreement between the City of Topeka and Teamsters Local No. 696, representing street maintenance employees.

Voting Requirement: Action requires at least six (6) votes of the Governing Body.

(Approval will provide the terms and conditions of the employee-employer relationship as tentatively agreed to between Management and the Union and authorize the City Manager to execute the agreement effective January 2025 through December 2027.)

VOTING REQUIREMENTS:

Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Pursuant to Topeka Municipal Code Section 2.115.020(a) approval of employee agreements between the city and a recognized employee organization is approved by the city council and signed by the city manager.

STAFF RECOMMENDATION:

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

BACKGROUND:

The current contract expires December 31, 2024. A tentative agreement has been reached for a 3-year contract. A summary of the contract changes is attached.

BUDGETARY IMPACT:

SOURCE OF FUNDING:

Special Highway/Motor Fuel Fund

ATTACHMENTS:

Description

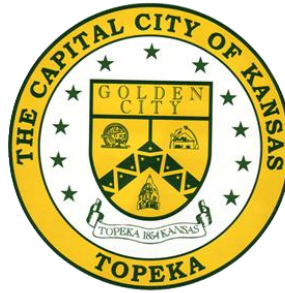
Labor Agreement

Labor Agreement (REDLINED Version)

Finance Memo

Summary of Contract Changes

CITY OF TOPEKA CONTRACT # _____



AGREEMENT

between

CITY OF TOPEKA

and

EMPLOYEES

of the

**CITY OF TOPEKA STREET MAINTENANCE SECTION
TEAMSTERS UNION, LOCAL NO. 696**



JANUARY 2025 - DECEMBER 2027

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ARTICLE 1

RECOGNITION AND UNION SECURITY

Section 1. Preamble.

This Agreement is by and between the City of Topeka, Kansas, hereinafter referred to as the “City,” the “Employer,” or “Management” and the City of Topeka Street Section of the International Brotherhood of Teamsters, Local No. 696, hereinafter referred to as “Teamsters” or “Union.”

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 shall also 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 provision of 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 consent to such application.

Section 4. Bargaining Unit.

The Employer recognizes the Union as the exclusive agent for employees in the collective bargaining unit. As defined in the State of Kansas Public Employee Relations Board Case No. 75-UCA-2-2000, that unit shall consist of employees in the Street Maintenance Section holding part-time and full-time permanent and probationary positions as Maintenance Worker Trainee, Maintenance Worker, Maintenance Worker Senior and Maintenance Worker Specialist.

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 on the first pay day from the wages of those employees who personally request in writing such deductions be made. The written authorization for the above deductions shall be received in the Human Resources Department 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 charge 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. Although monthly itemizations shall accompany such regular printout, the annual total of check-off administrative fees for the prior calendar year shall be billed to the Union Treasurer each January.

The Union will notify the Director of Financial Services in writing whenever any employee has elected to rescind his or her authorized deduction for Union membership. Such a withdrawal of

authorization shall become effective with the first full pay period following the date of receipt of the notice.

All withholding and benefit deductions shall be made 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 obligated to process the deduction. Neither is it responsible for keeping track of or retroactively deducting check-offs when the employee's pay becomes sufficient to cover them. No Union check-off shall be made if an employee is on unpaid leave.

Section 6. Visits by Union Representatives.

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

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

Section 7. Bulletin Boards.

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

prior to its posting.

Section 8. New Employees.

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

ARTICLE 2

GENERAL PROVISIONS AND MISCELLANEOUS BENEFITS

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

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

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, familial status, race, religion, gender, color, creed, sexual orientation, 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 just 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. 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 them to join the Union. Likewise, there shall be no discrimination, interference, threats or restraint exercised upon any non-union employee. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees within the bargaining unit, without discrimination, interference, restraint, or coercion, whether or not they belong to the Union.

Section 2. Work Rules.

It is understood that work rules and/or regulations will not be inconsistent with the provisions

of this Agreement. Work rules and/or regulations will be reasonable and uniformly applied in like circumstances.

Existing work rules and regulations pertaining to the performance of work and the conduct of employees shall be available in the Street 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 the Street Section bulletin board for a period of seven (7) consecutive calendar days before implementation. In the event the Union does not agree to a proposed new or changed rule or regulation which would materially affect a condition of employment, it shall not take effect until the parties have met to discuss the issue. Such a meeting shall take place within fifteen (15) days of receipt by the City of the Union's written objection to the proposal.

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

Section 3. Policies, Rules, and 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 provision of 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, it will not apply to employees covered by this Agreement. Any additional benefits and/or rights granted to all City employees by any such policy or program or the

administrative rules and regulations implementing it, however, will also be applied to employees covered by this Agreement.

Section 4. Uniforms.

If employees are required to wear a uniform as a condition of employment, such uniforms shall be furnished to the employee by the Employer. The Employer agrees to provide employees of the Street Section with the following uniform items in the quantities listed:

High Visibility T-shirts (7)

Jeans or bib overalls (7)

Denim work shirts (7)

Heavy Coat with hood (1)

Insulated bib overalls (1)

Hooded High Visibility Sweatshirt Jacket (1)

High Visibility Work cap/hat (baseball style) (1)

High Visibility Work cap/hat (stocking) (1)

High Visibility Work cap/hat (safari or wide brim) (1)

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

Section 5. Protective Equipment.

Employees are required to wear Personal Protective Equipment (PPE) which include protective

clothing and safety-toe work boots and other certain protective equipment as a condition of employment. Such Personal Protective Equipment (PPE) protective clothing or protective equipment shall be furnished to the employee by the Employer. Employees are required to wear safety-toe work boots of at least six inches (6”) in height. Employees may wear rubber boots for specific applications (such as when working with concrete) with the approval of Management. The City will pay up to one hundred seventy-five dollars (\$175.00) toward the purchase of authorized footwear including toward the purchase of an employee’s first pair and any Management authorized replacement pairs. Additional or replacement work boots shall be subject to a “repair or replace” program administered by the Employer.

The Employer agrees to provide safety glasses to all employees who are required to wear them. The Employer agrees to pay up to a total of one hundred fifty dollars (\$150.00) annually toward the purchase or repair of such prescription safety glasses. The Employer agrees to provide respirator masks that are resistant to oil particulates for employees that work with the mastic machine.

The requirement for any type of protective clothing or equipment shall be determined by the Employer. In the event of loss or damage due to carelessness, the employee shall pay for the replacement. Employees are expected to exercise diligence in the care of protective clothing or equipment. Assigned Personal Protective Equipment (vests, hats, etc.) shall be stored on-site in the employee’s assigned locker.

Section 6. Return of City Property.

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

- A. Uniforms furnished to the employee by the City;
- B. Any tools, equipment, and/or materials belonging to the City;
- C. ID Badges, cell phones, keys, etc., 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.

Upon termination of employment, the employee agrees to return all City property. The employee also agrees to return all uniform items when uniforms are updated or replaced. Failure to return all City property will result in the cost of such property being deducted from the employee's final check provided the deduction does not reduce wages below the minimum wage. When the value of unreturned City property exceeds \$250.00 and such value has not been deducted from the final check, the City may pursue civil remedies to recover such property or its value.

Section 7. Night Security.

The Employer will regularly check on all employees working by themselves to assure their health and safety.

Section 8. Performance Assessments.

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

Section 9. Distribution of the Memorandum of Agreement.

Unless advised differently by the Union prior to printing, 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. If the City provides a copy for each bargaining unit employee, the printing cost shall be shared equally between the Union and the City. Stewards will be authorized to distribute copies of the Memorandum of Agreement to employees.

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 Public Works Director determine that a job

study is warranted, the study shall be conducted by the Human Resources Department. As a result of the study, the Director of Human Resources shall make a recommendation to the City Manager, who shall make the final determination whether any reclassifications are approved.

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 a loss of time or pay when absent from their assigned work schedules for the purpose of attending said meetings.

Section 12. Employee Assistance Programs.

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

Section 13. Driver's License/Insurability Requirements.

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

B. The Employer agrees to reimburse employees for the cost of required endorsements, as determined by Management, pursuant to State requirements for a CDL. The City shall reimburse

employees for the first attempts to acquire or renew their CDLs, but all fees associated with subsequent attempts will be the responsibility of the employee.

C. Employees shall notify their supervisors in the event their personal driver's licenses or CDLs are suspended, revoked, or otherwise confiscated or when they are charged with any driving infraction. Such notification shall be made to the supervisor prior to the start of the next scheduled work period. Under no circumstances shall a Street Section employee whose driver's or CDL license has been suspended, revoked, or otherwise confiscated operate a City vehicle prior to supervisory notification of the restrictive action. Failure to report the license encumbrance or the operation of a City vehicle prior to supervisory notification thereof shall be grounds for immediate disciplinary action up to and including termination from City employment.

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

E. Unless there exists a non-driving position to which he or she can continue to be assigned without any special accommodation, an employee who suffers the loss of his or her license or remains uninsurable under the City's current policy coverage for a period of time greater than ninety (90) calendar days shall be removed from his or her position with the Street Section but kept on the City rolls with continued benefits at the minimum salary level necessary to cover the deductions

therefor in an otherwise non-duty, non-pay status for an additional ninety (90) calendar days while competing for positions which have no license and/or insurability requirements. Employees may use accrued vacation, personal leave, or compensatory time during this ninety (90) calendar day period, however, to continue receiving full pay.

Section 14. Cafeteria Benefit Plan.

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

Section 15. Deferred Compensation.

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

Section 16. Employee Development.

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

- A. Only full-time, benefit-eligible employees may be reimbursed for tuition expenses for academic or technical courses pursued through recognized accredited educational institutions.
- B. The course must directly relate to the employee's current job duties or be an outside-the-major electives required for a degree or certificate in a field to which the employee would have a reasonable expectation of being promoted while employed at the Street Section.
- C. Up to one thousand dollars (\$1000.00) annually may be authorized and reimbursed

for eligible employees.

D. An employee must complete the request for tuition reimbursement form as provided by the Human Resources Department and have the concurrence and signatures of Management as required on the form before the employee can be reimbursed. The approved request form must be received by the Human Resources Department within one month after the beginning date of the course which the employee desires to attend. Evidence of completion with a passing grade of "C" (70th percentile) or above and proof of payment for the course must be received by the Human Resources Department within two months after the ending date of the semester/session/quarter in which it was taken in order for the employee to receive reimbursement.

E. The City will not reimburse employees for non-credit special interest courses completed by examination only; continuing education courses; late fees; lab fees; extracurricular fees; textbooks; or other course-related materials and tuition covered by other sources such as government assistance to a veteran (GI Bill), grants, scholarships, and similar programs.

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

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

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

Section 17. Mileage Reimbursement.

Reimbursement to an employee for the use of his or her private vehicle for City business shall be conditioned upon approval by the Deputy Public Works Director or designee prior to such use. Requests for approval after the use shall only be honored in extraordinary circumstances where pre-authorization was not feasible -- and in any event at the total discretion of the Deputy Public Works Director or designee. Approved reimbursement shall be at the rate established by the City.

Section 18. Employee Wellness Development Program.

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

Section 19. Benefits Committee.

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

Section 20. Personal Day.

All bargaining unit employees shall, upon successful completion of their initial employment probationary periods (minimum 6 months, maximum 9 months), be granted one (1) discretionary personal day off with pay per calendar year. Employees must schedule such personal days off with their Supervisor. This personal day cannot be carried over from one (1) calendar year to the next

except due to extenuating circumstances as approved by the Supervisor. However, in all instances the Personal Day must be used by June 30th of the next calendar year or be lost.

- a) Personnel, while working five day - 8 hour shifts will be granted 8 hours for their personal day.
- b) Personnel, while working four day – 10 hour shifts will be granted 10 hours for their personal day.

Section 21. Residency.

All bargaining unit members shall be subject to the residency requirements as set forth in Ordinance 20370 passed on September 6, 2022 and any amendments to or repeal of the current code.

Section 22. City Issued Cell Phones.

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

ARTICLE 3

DEFINITIONS

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

A. Full-time Employee is one who works 40 hours per week on a regular and continuing basis.

B. Part-time Employee is one who works less than 40 hours per week on a regular and continuing basis.

C. Regular Employee is a benefit-eligible, full- or part-time employee who has satisfactorily completed a probationary period as stated in Article 10, Section 2.

D. Temporary Employee is one who works on an irregular or non-permanent basis.

E. Overtime shall mean work approved by the Management in excess of 40 hours per week in pay status.

F. Classifications shall be defined as the categories into which employees are grouped and which are specified in Section 4 of Article 1 of this Agreement.

G. Permanent Employee is a benefit eligible, full-time or part-time employee, if they have satisfactorily completed a probationary period.

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

I. Probation Initial Hire shall apply to all newly hired employees and shall constitute a period of time not less than 1040 work hours which may be extended in accordance with Article 10.

J. Probation Interim shall apply to all newly promoted, transferred and/or voluntarily

demoted employees and shall constitute a period of time not less than 1040 work hours which may be extended in accordance with Article 10.

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

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

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

N. Business Day is any weekday (Monday through Friday) when City of Topeka offices are open for business.

ARTICLE 4

MANAGEMENT RIGHTS

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

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

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

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

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

ARTICLE 5

GRIEVANCE PROCEDURE

Section 1. Definition.

A grievance is defined to be 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 resolved exclusively in accordance with the procedure herein provided. Both parties agree to keep the grievance procedure free of non-meritorious claims.

Section 2. Applicability.

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

Section 3. Representation.

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

Section 4. 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 alleged to have been violated or when the Employer's interpretation of the terms and provisions of this Agreement is different from the Union's.

Section 5. Steward System.

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

The Union agrees to provide the Employer a list of all stewards, designating their assignments as a regular or alternate steward. The Employer agrees to provide a list of all supervisors, designating the areas in which they serve. The 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 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) minutes per week. If there are two (2) or more grievances filed in any one (1) week period, however, the investigating steward shall have one (1) hour to investigate them. Requests to the Deputy Public Works Director or designee for extensions of this time limit will normally be granted. Before leaving the assigned work area, the Steward will notify the appropriate Supervisor and advise:

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

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

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

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

observe the procedures set forth in this Section.

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

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

Section 6. Procedure.

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

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

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

STEP 3: In the event Step Two does not resolve the matter, the written grievance shall be

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

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

STEP 5: Only the Union may advance a grievance beyond Step 4. The answer of the Director of Public Works at the Step 4 level shall be final unless the Union appeals the decision by filing the grievance with the Human Resources Director within seven (7) calendar days after receipt of the answer from the Director of Public Works. The City Manager or designee (limited to Assistant City Manager, Deputy City Manager, or Human Resources Director) shall investigate and conduct an informal hearing into the matter. The City Manager or designee shall provide a final answer for the Union within fifteen (15) calendar days of receipt of the appeal.

STEP 6: The answer of the City Manager or designee shall be final unless the Union appeals

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

Section 7. Arbitration.

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

Section 8. Authority of Arbitrator.

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

arbitrator's decision shall be based solely upon his/her interpretation of the terms of the Agreement. If the matter sought to be arbitrated does not, in the arbitrator's judgment, involve an interpretation of the terms or provisions of this Agreement, he/she shall so rule. The decision of the arbitrator shall be final and binding on the City, the Union, and the employee or employees involved.

Section 9. Arbitration Expenses.

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

Section 10. Effect of Time Limits.

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

Section 11. Expedited Grievance Procedure.

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

ARTICLE 6

DISCIPLINE AND DISCHARGE

Section 1. Policy.

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

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

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

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

Discharge -- Notice in writing of termination of employment with the City of Topeka for an

offense(s) or recurrence of offenses serious enough to warrant such.

In the event an employee refuses to acknowledge receipt of a copy of any action, it shall be noted by the Supervisor and initialed by the Union Steward. Employee assistance measures may be utilized if deemed appropriate by Management. (See Article 2, Section 12).

Section 2. Procedure.

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

The City shall have the right to discipline employees up to and including termination; provided, however, that all actions to terminate employees shall require the approval of the Human Resources Director of the City. The City may place the employee to be terminated on administrative leave with or without pay pending the resolution of an appeal filed under the provisions of Article 5 of this Agreement.

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

1. destruction or loss of City property;
2. improperly using or obtaining leave time;
3. tardiness;
4. absence without permission or proper notice;
5. interference with the regular conduct of City business;
6. using City vehicles, property or equipment for personal use;

7. consistent or continual unavailability for work;
8. engaging in habits that interfere with the individual's or any other employee's performance on the job;
9. violations of any work rule governing a management's right or Administrative Rule and Regulation which governs a mandatory subject not contained within this Agreement.

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

Section 3. Grounds for Suspension or Termination.

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

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

1. Refusing to perform work assignments.

2. Leaving work assignment and/or City property without permission.
3. Insubordination.
4. Removal of any City property from City premises for the employee's personal use and/or the disposal of any property without the written approval of the Deputy Public Works Director or designee.
5. Theft of property belonging to the City
6. Knowingly falsifying information to the City or knowingly making false statements in matters relative to employment.
7. Dishonesty in any form or degree.
8. Fighting, including striking a fellow employee or supervisor, or threatening a fellow employee or supervisor with apparent intent to cause bodily harm.
9. Soliciting or performing during duty hours work not authorized or directed by or otherwise beneficial to the City.
10. Performing non-City related activities during paid work time (e.g. sleeping, performing personal activities such as artwork or online or catalog shopping).
11. Consumption of alcohol or possession or use of illegal drugs during working hours or the inability to perform duties because of being under the influence of either or any other violation of the City's Alcohol and Controlled Substance Policy.
12. Willful and/or reckless neglect of duty.
13. Accident or injury caused by failure to follow safety procedures or by inattentiveness of the employee.
14. Failure to return to work after an approved leave of absence or failure to return to the job after any other approved departure.

15. The use of unreasonable and abusive language or unacceptable treatment of a client, citizen or other individual in the community, or City employee on the City payroll.
16. Violation of the City's No Harassment or Discrimination Policy.
17. Solicitation or acceptance of money or anything of value to influence decisions in public matters or as a reward for such decisions.
18. Possession of any type of firearm, explosive or concealed weapon without specific authority.
19. Possession, sale, consumption or being under the influence of any alcoholic, narcotic or other non-prescription substance while on the work site, except to the extent governed by the City Substance Abuse Policy.
20. Other violations of a similar nature.

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

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

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

Section 4. Manner of Discipline.

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

Section 5. Notification of Disciplinary Action.

For all proposed disciplinary actions, the Employer shall notify both the Union Business Agent, Steward, and the employee involved that a corrective measure is being contemplated and why. With that notification, employees shall be informed of their right to Union representation if they so choose. It is the responsibility of the employee, however, to make the representation request. The employee may waive Union representation; but must do so in writing. If waived, the employee and/or the Union representative shall be given the opportunity at the ensuing meeting to rebut or clarify the reasons for such possible discipline. Such meeting shall occur within fourteen (14) days of Management's having knowledge of the underlying problem, unless the Chief Union Steward is advised within that time frame that an extension is necessary and why.

Section 6. Form and Measure of Disciplinary Action.

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

Section 7. Personnel File.

A copy of any adverse action shall be given to the employee. All records of disciplinary actions of a nature not serious enough to warrant immediate suspension or discharge shall remain on file and shall not be used for progressive disciplinary purposes after eighteen (18) months from the

date of the underlying incident if there has been continuous service free from additional disciplinary actions for violations of a similar nature. Records of disciplinary actions involving immediate suspensions shall remain in the personnel file and may be considered along with future violations of a similar nature for disciplinary purposes for thirty-six (36) months from the date of the underlying incident. Disciplinary actions involving policy violations of a harassing, discriminatory, or workplace violence nature will remain on file and may be considered along with future violations of a similar nature for the duration of employment.

ARTICLE 7

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 normal work day for full-time employees shall be eight (8) hours within a twenty-four (24) hour period. The Employer agrees to meet with the Union during the life of this contract to work alternative work schedules to include 10-hour workdays within a 24-hour period in four (4) consecutive days (Monday – Thursday or Tuesday – Friday). All employees shall be assigned to a regular work shift and each work shift shall have a regular starting and quitting time.

Section 2. Work Schedules.

(a) General.

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

The Employer shall provide five (5) calendar 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 employees to work split shifts or consecutive shifts, except in emergencies as stated in Section 9.

In the situation of a weather event or emergency, management shall have the discretion to assign staff for a work shift outside of their normal work shift until the work for that event is

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

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

(b) Shift Selection.

A general bidding for shift assignments will be held twice per year. Shift Selection will be done by September 15 and March 15. Bid sheets will be posted for two weeks prior to Shift Selection. A total of five (5) night shift spots will be bid. Seniority shall be utilized in selection of the employee's preferred shift, provided that at least one employee on the shift meets the certification requirements set by Management. Any non-bid positions shall be filled by reverse seniority. Shift bid assignments shall be controlling for a period of six (6) months, unless employee finds another qualified employee for replacement. Management will provide opportunities for temporary shift reassignments to allow for training opportunities when it will not interfere with the business operations of the City at the sole discretion of Management. A shift vacancy caused by illness, injury, self-downgrade, retirement or termination which is anticipated to be six (6) months or more in duration shall be re-bid. Shift assignments will commence the first full pay period after Shift Selection has been completed.

Section 3. Rest & Meal Periods.

A. Breaks/Rest Periods. All employee work schedules shall provide, where applicable, for a fifteen (15) minute rest period during each one-half shift. The rest period shall be at the job site or in close proximity (no more than two (2) miles away from the job site). Rest periods are intended

to allow employees a brief break from work activities. When the work being done is incidental to an emergency declared by the Public Works Director or designee, employees shall not be entitled to rest periods until the emergency work has been completed.

B. Meal Periods. All employees shall be granted an on-duty, paid meal period during each work shift. Those meal periods shall be as near the middle of the shift as possible. Employees are expected to take only a minimal amount of time for the purpose to eat a meal and only when work allows. Such meal period shall not exceed 20 minutes. Meal periods shall be at the job site or in close proximity (no more than two (2) miles away from the job site); however, the supervisor can grant exceptions to this rule concerning length of time and proximity to the worksite.

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

D. Meal Allowance. The City will provide either an actual meal itself or a single allowance of fifteen dollars (\$15.00) to an employee who is required to work four (4) or more continuous hours of unscheduled overtime beyond a normal shift.

Section 4. Post-trip Inspection/Clean-up.

Employees shall be granted forty-five (45) minutes at the end of each shift to arrive at the yard, clean-up equipment, fuel up, perform post-trip inspections, complete paperwork, and brief their supervisor on work accomplished. Employees may use up to fifteen (15) minutes at the end of each shift for personal clean-up, provided that the tasks listed above and all work for the shift are complete and that employees remains ready to work until the end of shift. If there is a need to arrive at the yard earlier than 45 minutes before the end of the shift, permission must be granted by

Management.

Section 5. Time and Place for Reporting for Work.

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

Section 6. Reporting Time.

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

Section 7. Call/Show-up Time and Work from Home.

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

B. In the event an employee is called at home to perform work that may be accomplished there, he or she shall be compensated by the payment of one (1) hour of call back pay at his/her scheduled hourly rate for the first call received and fifteen (15) minutes, or the actual time worked, whichever is greater, for each ensuing call during the same contiguous off-duty period ending with the employee's next regular reporting time.

Section 8. Shift Differential.

Full time employees of the Street Section shall be eligible for Shift Differential of three dollars (\$3.00) per hour as follows:

1. Shift work starting at or after 7:00 p.m. but before 5:00 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 project work or to fill-in on a temporary basis 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. 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.
5. Payment of Shift Differential shall only be for actual hours worked and not applied to non-duty status compensation for vacation; sick, funeral, or emergency leave; compensatory or holiday time; and any related absence with pay.

Section 9. Exceptions.

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

Section 10. Standby.

Any employee selected by Management as being on standby and specifically designated as a

standby employee shall be compensated one hour at straight time for each of the below blocks of time that the employee is on standby. Standby shall be scheduled for the following blocks:

Sunday from 3:00 pm to 10:30 pm

Monday from 3:00 pm to 10:30 pm

Tuesday from 3:00 pm to 10:30 pm

Wednesday from 3:00 pm to 10:30 pm

Thursday from 3:00 pm to 10:30 pm

Friday from 3:00 pm to 11:00 pm

Friday from 11:00 pm to 7:00 am on Saturday

Saturday from 7:00 am to 3:00 pm

Saturday from 3:00 pm to 11:00 pm

Saturday from 11:00 pm to 7:00 am on Sunday

Sunday from 7:00 am to 3:00 pm

On the holidays recognized and observed in Article 14, standby will also be scheduled for any additional blocks of time when no regularly scheduled shift is on duty.

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

- Employees are assigned to standby on a seven-day rotational basis using a standby /call list. This person will be utilized for all work calls received after normal duty hours, on weekends and holidays.
- Once an employee is assigned a standby assignment, it shall be the employee's responsibility

to complete the work assignment. In the event an employee cannot complete the work assignment for personal reasons after the normal quitting time, it shall be that employee's responsibility to find another standby eligible employee to complete the assignment. If an employee covers for a standby employee, a minimum of 24 hours must be exchanged by the employees. Any employee excused or deferred from standby will have the amount of time and pay deducted for the time they were not available to respond. The employee that filled in for the scheduled standby employee would receive the any overtime pay and the standby pay for the period they worked.

- If an employee is not able to fulfill the assigned standby due to a personal medical issue or work-related injury and is not able to find a replacement, management will assign the next person on the seniority/ call list as a replacement for the scheduled standby.
- Eligibility. Employees must be classified as Senior Maintenance Worker or have been deemed eligible prior to January 1, 2019, to be eligible to be on standby.

ARTICLE 8

OVERTIME

Section 1. Policy and Practice.

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

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

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

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

Section 2. Distribution of Overtime Work.

A. Overtime work shall be offered equally to employees who are qualified to do the work.

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

night shift will be called for overtime work. The provisions of section C do not apply for holdover and emergency snow removal situations.

C. When an overtime assignment becomes available, except for holdover or emergency snow removal situations, efforts will be made to contact the first qualified person at the top of the list to offer him/her the opportunity to work. Anytime the contacted employee is available and accepts an overtime assignment his/her name is placed at the bottom of the list. Anytime an employee is contacted and declines an overtime assignment or does not answer, the employee's name is placed on the bottom of the list. Any employee who has been called out for and is still on an overtime assignment will be required to finish that assignment before being considered for another opportunity.

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

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

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

Except for holdover and emergency snow removal situations, any employee shall have the right to refuse the first call for overtime work on an individual overtime job, but must accept the assignment on the second call.

Section 4. Definition of Pay Status.

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

1. Holiday time
2. Vacation time

3. Up to 3 additional days that are provided for Perfect Attendance Incentive

Section 5. Compensatory Time.

Compensatory time shall be given in accordance with the provisions of the FLSA, but all employee requests for such shall require supervisory approval. All unused, accrued compensatory time shall be paid out on the final paycheck of September for employees of the bargaining unit hired on or after January 1, 2016. The compensatory time payouts will be taxed separately from regular wages. New hire initial probationary employees will not be eligible for compensatory time until they have successfully completed their probation except for snow removal and emergency overtime. All overtime for initial probationary employees will be paid at the applicable overtime rate.

Section 6. Inclement Weather Declaration.

Employees directed by management to work during the time frame of the declaration and who do report to work shall receive Compensatory Time equal to the same number of hours that the inclement weather declaration coincides with the employee's scheduled hours of work for that day. Those employees directed by management to report to work and who do not report to work will be required to use appropriate leave to cover the entire scheduled shift.

ARTICLE 9

SENIORITY

Section 1. Definition.

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

A. City Seniority - The total length of uninterrupted service following initial date of hire with the City.

B. Division Seniority - The total length of uninterrupted service following the date of assignment to the specific division where the employee is currently employed.

C. Classification Seniority - The total length of uninterrupted service following the date of assignment to a specific job classification within a specific division of the City.

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

Section 2. Loss of Seniority.

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

1. Is discharged for just cause (unless reversed and awarded back pay through the grievance or other legal procedure).

2. Retires.

3. Quits or resigns. Any employee who voluntarily resigns on good terms and returns to work in the same division within one hundred eighty (180) days shall receive credit for all City seniority previously accrued. However, unless an employee receives direct compensation from the City during that 180 day period, he/she shall accrue no further seniority. Divisional and Classification seniority shall commence on the date the employee returns to work.

Section 3. Seniority List.

Deputy Public Works Director or designee 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 10

PROBATIONARY EMPLOYEES

Section 1. Definition.

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

Section 2. Initial Probation.

Each employee, following initial hire, shall be subject to a minimum probationary period of 1,040 work hours. This probationary period may be extended, for just cause, by the Employer for up to 1040 additional work hours in increments of 520 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 probationary period is taken prior to the end of the initial probationary period of 1040 work hours. The Employer agrees to notify employees in writing of decisions to extend initial probationary periods.

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

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

Section 3. Interim Probation.

All employees within the Bargaining Unit shall be eligible for a transfer to a job classification in the same, lower or higher salary range as their current job classification without regard to race or sex, provided each employee shall meet the minimum requirements of the classification, and provided further, that such transfers or voluntary demotions or promotions within or from outside the bargaining unit shall be on a probationary basis for one thousand forty (1040) work hours. Provided, however, in the interests of the efficient operation of the Division or to increase an employee's chance of succeeding at this new position, Management may extend the probationary period up to one thousand forty (1040) additional work hours in increments of five hundred twenty (520) hours.

ARTICLE 11

VACANCIES-TRANSFERS-PROMOTIONS - DEMOTIONS

Section 1. Definitions.

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

B. Transfers: For the purpose of this article, a transfer shall be defined as an interdepartmental or an intradepartmental move into the Street Maintenance Section. Employees transferring into the Street Maintenance Section will serve an interim probationary period.

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

D. Demotion: The movement or reduction of an employee to a lower classification.

Section 2. Posting of vacancies.

All vacancies to be filled on a permanent basis shall be posted on Union bulletin boards for a period of five (5) working days prior to filling the vacancy. The posting notice will contain the job title/description, shift, and any other information as necessary. The Superintendent or designee may elect to conduct an external recruitment for position vacancies concurrently with the internal posting. Employees requesting to change shifts must submit request in writing to the Superintendent or designee when the vacancy is posted. Requests for shift change will be handled on a seniority basis. 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 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 where the

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

Section 3. Selection process.

Division seniority and qualifications will be used in determining those employees who will be selected to fill the vacancy. Determinations as to the qualifications shall be reasonably determined by Management. The selection may be based on the following:

1. Employee possesses the physical and other qualifications to perform the essential position responsibilities with or without reasonable accommodations.
2. Employee does not have written level or above discipline for availability for work issues. Past discipline beyond effective time limit will not count against the employee.
3. Employee demonstrates satisfactory performance in current position assignment; demonstrates ability to maintain harmonious relations with coworkers and supervisors; and observes City policies, rules and regulations.

The vacancy will be filled by the most qualified employee. When two or more employees possess substantially equal qualifications, selection will be based on seniority. 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.

Section 4. Promotion.

Promotion within the Division will be based on successful completion of the requirements of the classification.

Section 5. Demotion.

Involuntary. An employee may be demoted to a lower classification by Management if he or she is unsuccessful in completing the interim probationary period. The following are examples giving reason for demotion, not to be taken as an absolute list of all possible justifications for demotion:

- A. Due to continued unsatisfactory performance or their inability to satisfactorily complete classification requirements.

ARTICLE 12

LAYOFF PROCEDURE

Section 1. Layoff Determination.

Layoffs shall be defined as a reduction of staff or the elimination of any position to insure the efficient and economical operation of the Section as determined by the Deputy Public Works Director, Department Head, and/or the City Manager.

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

1. The Deputy Public Works Director shall designate where the layoff(s) will occur. 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.

Section 2. Required Notice.

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

Section 3. Recall.

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

The City shall retain a list of employees who have been laid off. Those who have remained

on a layoff status for more than twenty-four (24) months shall be stricken from the list and no longer subject to recall.

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

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

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

Section 4. Layoff Options.

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

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

ARTICLE 13

SICK LEAVE

Section 1. Accumulation.

Employees covered by this Agreement shall accrue sick leave at a rate of 3.70 hours per pay period for a forty-hour employee. The maximum year-end carry-over for sick leave shall be one thousand forty (1,040) hours for a full time forty-hour employee. While bargaining unit members may continue to accrue above that number at their normal rate during the ensuing twelve-month period, any excess on December 31 will be zeroed out and compensated in accordance with the provisions of Section 4 below. An employee must be performing assigned duties or on authorized paid leave or Workers' Compensation to be eligible to accrue sick leave.

Section 2. Requests.

(a) An employee shall only be allowed to utilize sick leave for approved purposes pertaining to the provisions of acceptable sick leave use. Requests for use of sick leave shall be made to the employee's supervisor in accordance with established procedures. The requests may be subject to reasonable audit, confirmation, and medical certification before or after approval.

Sick leave shall be available as it is accrued, including during the initial probationary period, but shall not be allowed in advance of accrual.

(b) Non-emergency use of sick leave shall be requested at least two (2) full business days in advance of the anticipated absence.

(c) Emergency use of sick leave shall be requested as follows:

(1) The employee shall notify the employee's supervisor in accordance with established procedures of the employee's unavailability for work at least thirty (30) minutes prior to the start of the work shift, except in extreme extenuating circumstances where

personal condition of health or family emergency does not permit.

(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 prior to leaving the job site.

(3) In the case of either 1 or 2 above, the employee must complete and file a sick leave request form with the employee's supervisor within two full business days from the date the employee returns to work or the use of accumulated sick leave shall not be allowed.

Section 3. Acceptable Use.

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

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

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

Section 4. Year-end Reconciliation/Payment Upon Retirement.

Employees who at the end of the year have in excess of the number of Sick Leave hours permitted for carry-over as stipulated in Section 1 above shall have such residual hours zeroed out and compensated at the rate of fifty percent (50%) of their respective hourly wages on December 31. Any employee eligible to retire under the Kansas Public Employees Retirement System (KPERs) or the Social Security System will similarly be paid for thirty-five percent (35%) of eligible accrued sick leave up to a maximum of three hundred ninety-seven (397) hours at his or her hourly rate immediately preceding retirement.

Section 5. Return to Work.

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

Any employee who is off work as the result of a job-related injury shall, before starting back, report to the Human Resources Department. The employee shall at that time provide to the Human Resources Director a statement from a healthcare provider designated by the Human Resources Director, certifying that the employee is capable of performing full regular duties.

The Human Resources Director may also require any employee appearing to be sick or injured on the job or coming back to work from extended Sick Leave (more than three consecutive work days) to report a health care provider designated by the Human Resources Director for an independent evaluation, regardless of whether or not a note from that employee's personal physician

has been presented. The cost of such an examination shall be paid by the Employer. Any employee refusing to be examined by the designated health care provider may be subject to a determination that he/she is not yet cleared to return to duty.

Section 6. Excessive Use of Sick Leave.

Any employee who establishes a pattern that makes it appear the employee is using sick leave improperly shall receive a written notice from the Street Operations Manager notifying him or her to report to the Human Resources Department. Thereafter, the employee may be required to report to a health care provider designated by the City for consultation-concerning the employee's duty status. The Human Resources Director or the designated health care provider may require a doctor's statement certifying:

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

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

Section 7. Leave Requiring Medical Attention.

An employee may remain on the job as long as his/her health permits. As provided in Sections 3.A and 5 above, however, Management may require any employee to report to the Human

Resources Department if there is reason to believe that that employee is incapable of performing his/her duties because of illness or injury. The Human Resources Director may refer the employee to a designated health care provider 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 the 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. An employee who is receiving Workers' Compensation of any kind shall continue to accrue sick leave.

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

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

Upon successful completion of the initial employment probationary period, for each three (3) consecutive months of perfect attendance, employees shall earn one (1) day of personal leave or the equivalent in pay, provided, however, that none of the months may overlap into another month period. The employee may accumulate up to four (4) personal leave days for this purpose annually.

Option 1: Employees may schedule use of the personal leave day with their Supervisor. Any unused personal leave at the close of each calendar year must be taken during the period of January 1st through April 30th of the following year. An extension may be granted with the approval of Deputy Public Work Director or designee.

Option 2: For each personal leave day earned, the employee may elect the option of exchanging the personal leave day for one (1) day of pay at his or her regular hourly rate of pay, but

only if the employee submits a written request to receive payment within fourteen (14) days after the personal day is earned.

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

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

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

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

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

An employee injured either on or off the job who is unable to perform his or her assigned duties may be placed on light duty as determined by a healthcare provider designated by the Director of Human Resources. Street Operations Manager shall determine whether light duty positions exist and the duties associated with each such activity.

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

ARTICLE 14

HOLIDAYS

Section 1. Holidays Recognized and Observed.

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

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

All holidays shall commence at 12:01 a.m. on the day of the designated holiday and shall end at 12:00 midnight on the day of the designated holiday; except for street maintenance equipment operators assigned to a regularly scheduled night shift whose holidays shall commence at 12:01 p.m. on the day of the City designated holiday and shall end at 12:00 p.m. on the day after the City designated holiday. Eligible employees shall receive a normal day's pay for each of the holidays listed above on which they perform no work.

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

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

Should the City designate an alternate day other than the closest Friday or Monday, then that will become the official holiday for the purposes of this Section. Management and the Union, on behalf of the street maintenance equipment operators assigned to a regularly scheduled night shift, may jointly designate an alternate holiday schedule which differs from the holiday schedule described above, but only if the alternate holiday schedule is submitted to the Human Resources Director before December 1 of the year preceding implementation.

Those personnel while assigned to 4 day 10 hour shifts:

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

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 eleven designated holidays, as determined in accordance with Section 1 above, he/she will be paid double time for all hours worked in addition to his/her normal pay for the holiday. The employee may choose compensatory time, at the same rate, in lieu of pay. When an alternate holiday is designated in accordance with Section 1, work on a City designated holiday will be paid at the employee's regular rate of pay.

ARTICLE 15

VACATION

Section 1. Eligibility and Allowance.

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

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

Section 2. Vacation Pay.

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

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

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

1. Twelve (12) full months of continuous service immediately prior to December 31 of the year in which vacation buyback is applied.
2. Have Supervisor approval.
3. A “Meets Expectations” or better performance rating on their most recent performance assessment and not be subject to disciplinary action at the time the vacation buyback is requested.
4. Eligible to use, or be scheduled to use, at least 40 hours of vacation by December 31, of the year in which vacation buyback is requested/
5. Retain a vacation balance, after the vacation buyback and vacation used during the year are applied, of at least 80 hours but not more than 240 hours.

Section 3. Choice and Selection of Vacation Period.

(a) All employee vacation choices and selections shall be by seniority and subject to Divisional operational needs as determined by Street Operations Manager. Vacation requests shall be made in advance to the Street Operations Manager or designee in writing in accordance with established procedures. Once approved, vacations shall only be canceled for just cause.

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

(b) Requests for five (5) or more consecutive work days of vacation leave shall be made at least seven (7) full business days in advance of the requested leave except for extreme emergency situations. The supervisor shall either approve or deny in writing the vacation request as soon as

reasonably possible but no later than two (2) full business days after the day the vacation request is made by the employee.

(c) Requests for the use of less than five (5) consecutive work days of vacation leave shall be made, whenever possible, at least two (2) full business days prior to the requested leave except for extreme emergency situations. As soon as reasonably possible, but no later than one (1) business day after the request is made by the employee, the supervisor shall either approve or deny the vacation request made by the employee. Requests made within two (2) full business days may and should be granted if the needs of the Department or Division so permit.

Section 4. Holiday During Vacation Period.

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

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

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

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

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

LEAVES OF ABSENCE

Section 1. Eligibility Requirements.

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

Section 2. Leave of Absence Without Pay; Obligations of Employee.

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

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

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

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

Section 3. Leave of Absence Without Pay; Conditions.

- A. During a leave of absence without pay, the employee:
 - 1. Shall not receive pay from the City;
 - 2. Shall not accrue any leave;
 - 3. Shall not pay retirement contributions nor be credited time toward retirement for any

time the employee is not is pay status;

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

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 Street Operations Manager or designee 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.

An employee who is a member of a military reserve organization or a National Guard unit shall be eligible for military leave benefits. A forty (40) hour employee may receive up to a maximum of eighty (80) hours of Military Pay annually for temporary training and/or extended military leave. An employee shall be paid only for those days he/she would normally have worked during the time of the military assignment. Employees should notify management and the Human Resources Department of the need for Military Leave as far in advance as possible. Written notice is preferred, but not required under the law.

For extended military leave, employees are encouraged to complete a Military Leave of Absence form and meet with Human Resources personnel to review the employees pay and benefits prior to the commencement of leave. Subject to certain exceptions under the Uniformed Services Employment and Reemployment Rights Act (USERRA) military leave benefits are limited to five (5) years of leave of absence.

Section 5. Funeral/Family Crisis Leave.

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

1. Making arrangements for and/or attending a funeral of an employee's spouse, child, stepchild, parent, stepparent, grandparent, grandchild, sibling, spouse's parent, spouse's sibling, son-in-law, daughter-in-law, aunt, uncle, or a family member of the immediate household permanently residing under the same roof.

2. Attending to recovery (or in limited cases of advance warning, preventive) measures associated with a disaster such as a fire, flood, or tornado or life threatening emergency health problem. In addition, the City and the Union agree that the City may require that an employee requesting such usage supply a statement from the attending physician verifying that the health problem is both an emergency and life threatening.

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

B. Determinations of eligibility for Funeral/Family Crisis leave use shall be made by the Street Operations Manager 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 6. Jury Duty/Court Appearances.

An employee called to serve on jury duty or required to be a court witness, but not as a party

in a civil matter or defendant in a criminal case, shall be paid 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 party in a civil matter or defendant in a criminal case or appears as a voluntary expert witness.

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

Section 7. Leave Agreements.

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

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

Section 8. 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 Deputy Public Works Director and approval of the Human Resources Director, provided the employee is normally eligible for such benefits.

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

If Management believes that an employee's health or condition may be endangered by continuing employment or that the employee cannot perform regular and necessary duties of the job, it shall refer the employee to the Human Resources Department. The Human Resources Director may further refer the employee to the CHCP, who may require the employee to provide a statement of medical condition. The employee shall return to work at the conclusion of the medical disability leave, contingent upon a statement from the CHCP indicating that the employee is medically able to return to work. Consistent with the provisions of Article 13, Section 12, a light duty assignment may be an option at the discretion of the Street Operations Manager.

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

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

Section 9. Voting Time.

An employee who is eligible and registered to vote in a primary, general, or special election held within the state shall, on the day of such election, be entitled to absent himself/herself from employment with the City for a period not to exceed two (2) consecutive hours between the time of opening and closing of the polls, provided, however, that if the polls are open before commencing work or after terminating work but the period the polls are so open is less than two (2) consecutive hours, the employee shall only be entitled to be absent from City employment for such period of time which, when added to the period of time the polls are open, will not exceed two (2) hours. An employee shall not, because of so 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.

Management may specify the particular times during the day which employees may absent themselves for voting, except such times shall not include the regular lunch period. The Management may require employees to show current voter registration cards in order to be eligible for paid time off for voting.

Section 10. Civic Duty.

Employees appointed to a committee of the Topeka United Way 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 Street Operations Manager.

Employees elected to any political or legislative positions who request leaves of absence for

the time periods of their elected political or legislative positions shall be granted such without pay if approved by the City Manager.

Section 11. Union Leave.

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

B. A pool of forty-eight (48) regular hours with pay will be provided each contract year for bargaining unit members to attend State and/or National Union meetings. It is agreed that time off for State and/or National Union meetings shall be paid as straight time and will not be considered hours worked for the computation of overtime.

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

D. Time spent in labor/management meetings called by management and time spent conducting steward responsibilities will be considered regular hours worked for purposes of overtime.

E. Union Official. Any one employee may be granted a leave of absence of up to three (3) years, without loss of seniority, to serve as a Union official. The employee shall continue to accrue seniority while on the leave of absence. Upon return, the employee shall return to the step the employee would have attained if the employee had been continuously employed. The employee must give thirty (30) days notice before the leave of absence is to begin. The thirty (30) day period of

notification may be waived by mutual consent. The leave must be requested in writing. All vacation leave shall be paid on the last pay period the employee is in pay status prior to leave of absence commencing. The employee must give at least thirty (30) days advance notification of intent to return to City employment to the Director of Human Resources. If the employee is returning within three (3) years, the returning employee shall be placed in a like or similar position, if available, with all corresponding rights of seniority. If no current City position is available and the employee is returning within three (3) years, the employee shall be notified of the next vacancy for which they are qualified. For Union Leaves of Absence which exceed three (3) years, there will be no rights to seniority. The employee will be carried on a Recall List. Employees on the Recall List may refuse two (2) jobs. After two (2) jobs are refused, the City has no obligation to notify the employee of further vacancies and the employee may compete for other jobs within the City.

ARTICLE 17

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 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 and meet upon request of either party.

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

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

Committee members pledge to do whatever they can to direct employees who are suspected of abusing alcohol or drugs to professional counselors, including those in the Employee Assistance Program (EAP). If an employee's apparent drug or alcohol abuse persists, committee members further pledge to inform the Director of Human Resources in a timely manner.

Section 2. Healthcare Benefits.

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

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

The Employer and the Union have agreed to cost-sharing for healthcare benefits 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 18

WAGES

Section 1. Pay Plan.

A. Classification and Pay Grade. Employees shall be paid according to the following classifications and grades:

CLASSIFICATION	GRADE
Maintenance Worker Trainee	1
Maintenance Worker	2
Maintenance Worker Senior	3
Maintenance Worker Specialist	4

B. Matrix Adjustments. Effective the first full pay period of January 2025, there shall be a three percent (3%) across the board adjustment to the pay matrix. Effective the first full pay period of January 2026 and January 2027 there shall be a two percent (2%) across the board adjustment to the pay matrix. C. Pay Matrices.

TEAMSTERS

2025 Pay Matrix

3% increase from 2024

Classification	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
MW Trainee	01	19.57	20.02	20.47	20.93	21.41	21.89	22.39	22.89	23.41	23.94	24.49	25.04	25.61	26.19	26.78	27.39	28.01	28.65	29.30	29.96	30.64
Maintenance Worker	02	20.55	21.03	21.50	21.98	22.49	22.99	23.51	24.04	24.59	25.14	25.72	26.30	26.90	27.50	28.12	28.76	29.42	30.09	30.77	31.46	32.18
	02A	20.61	21.09	21.56	22.04	22.55	23.05	23.57	24.11	24.66	25.21	25.79	26.37	26.97	27.57	28.20	28.84	29.50	30.17	30.85	31.54	32.43
	02B	20.67	21.15	21.62	22.10	22.61	23.11	23.63	24.18	24.73	25.28	25.86	26.44	27.04	27.64	28.28	28.92	29.58	30.25	30.93	31.62	32.68
	02C	20.73	21.21	21.68	22.16	22.67	23.17	23.69	24.25	24.80	25.35	25.93	26.51	27.11	27.71	28.36	29.00	29.66	30.33	31.01	31.70	32.93
	02D	20.79	21.27	21.74	22.22	22.73	23.23	23.75	24.32	24.87	25.42	26.00	26.58	27.18	27.78	28.44	29.08	29.74	30.41	31.09	31.78	33.18
	02E	20.85	21.33	21.80	22.28	22.79	23.29	23.81	24.39	24.94	25.49	26.07	26.65	27.25	27.85	28.52	29.16	29.82	30.49	31.17	31.86	33.43
MW Senior	03	22.20	22.72	23.22	23.74	24.29	24.83	25.40	25.97	26.56	27.16	27.78	28.41	29.06	29.70	30.37	31.07	31.78	32.50	33.24	33.98	34.76
	03A	22.26	22.78	23.28	23.80	24.36	24.90	25.47	26.04	26.63	27.23	27.85	28.49	29.14	29.78	30.45	31.15	31.86	32.59	33.33	34.07	35.11
	03B	22.32	22.84	23.34	23.86	24.43	24.97	25.54	26.11	26.70	27.30	27.92	28.57	29.22	29.86	30.53	31.23	31.94	32.68	33.42	34.16	35.47
	03C	22.38	22.90	23.40	23.92	24.50	25.04	25.61	26.18	26.77	27.37	27.99	28.65	29.30	29.94	30.61	31.31	32.02	32.77	33.51	34.25	35.83
	03D	22.44	22.96	23.46	23.98	24.57	25.11	25.68	26.25	26.84	27.44	28.06	28.73	29.38	30.02	30.69	31.39	32.11	32.86	33.60	34.34	36.19
	03E	22.50	23.02	23.52	24.04	24.64	25.18	25.75	26.32	26.91	27.51	28.14	28.81	29.46	30.10	30.77	31.47	32.20	32.95	33.69	34.43	36.56
MW Specialist	04	24.42	25.00	25.55	26.12	26.72	27.32	27.94	28.57	29.22	29.88	30.56	31.26	31.97	32.67	33.41	34.18	34.96	35.75	36.57	37.38	38.24

TEAMSTERS
2026 Pay Matrix
2% increase from 2025

Classification	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
MW Trainee	01	19.97	20.43	20.88	21.35	21.84	22.33	22.84	23.35	23.88	24.42	24.98	25.55	26.13	26.72	27.32	27.94	28.58	29.23	29.89	30.56	31.26
Maintenance Worker	02	20.97	21.46	21.93	22.42	22.94	23.45	23.99	24.52	25.08	25.65	26.23	26.83	27.44	28.06	28.69	29.34	30.01	30.70	31.39	32.09	32.83
	02A	21.03	21.52	21.99	22.48	23.00	23.51	24.05	24.59	25.15	25.72	26.30	26.90	27.51	28.14	28.77	29.42	30.09	30.78	31.47	32.18	33.08
	02B	21.09	21.58	22.05	22.54	23.06	23.57	24.12	24.66	25.22	25.79	26.37	26.97	27.58	28.22	28.85	29.50	30.17	30.86	31.55	32.27	33.33
	02C	21.15	21.64	22.11	22.60	23.12	23.63	24.19	24.73	25.29	25.86	26.44	27.04	27.65	28.30	28.93	29.58	30.25	30.94	31.63	32.36	33.58
	02D	21.21	21.70	22.17	22.66	23.18	23.69	24.26	24.80	25.36	25.93	26.51	27.11	27.72	28.38	29.01	29.66	30.33	31.02	31.71	32.45	33.84
	02E	21.27	21.76	22.23	22.72	23.24	23.75	24.33	24.87	25.43	26.00	26.58	27.18	27.79	28.46	29.09	29.74	30.41	31.10	31.79	32.54	34.10
MW Senior	03	22.65	23.18	23.69	24.22	24.78	25.33	25.91	26.49	27.09	27.71	28.33	28.98	29.64	30.31	30.99	31.69	32.42	33.16	33.91	34.66	35.46
	03A	22.71	23.24	23.75	24.29	24.85	25.40	25.98	26.56	27.16	27.78	28.41	29.06	29.72	30.39	31.07	31.77	32.51	33.25	34.00	34.75	35.82
	03B	22.77	23.30	23.81	24.36	24.92	25.47	26.05	26.63	27.23	27.85	28.49	29.14	29.80	30.47	31.15	31.85	32.60	33.34	34.09	34.84	36.18
	03C	22.83	23.36	23.87	24.43	24.99	25.54	26.12	26.70	27.30	27.92	28.57	29.22	29.88	30.55	31.23	31.93	32.69	33.43	34.18	34.93	36.55
	03D	22.89	23.42	23.93	24.50	25.06	25.61	26.19	26.77	27.37	27.99	28.65	29.30	29.96	30.63	31.31	32.01	32.78	33.52	34.27	35.02	36.92
	03E	22.95	23.48	23.99	24.57	25.13	25.68	26.26	26.84	27.44	28.06	28.73	29.38	30.04	30.71	31.39	32.10	32.87	33.61	34.36	35.11	37.29
MW Specialist	04	24.92	25.50	26.06	26.65	27.26	27.87	28.51	29.14	29.80	30.49	31.17	31.88	32.61	33.35	34.09	34.86	35.67	36.48	37.31	38.13	39.01

TEAMSTERS
2027 Pay Matrix
2% increase from 2026

Classification	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
MW Trainee	01	20.37	20.84	21.30	21.78	22.28	22.78	23.30	23.82	24.36	24.91	25.48	26.07	26.66	27.26	27.87	28.50	29.16	29.82	30.49	31.18	31.89
Maintenance Worker	02	21.39	21.89	22.37	22.87	23.40	23.92	24.47	25.02	25.58	26.16	26.76	27.38	28.00	28.63	29.27	29.93	30.62	31.32	32.02	32.74	33.49
	02A	21.45	21.95	22.43	22.93	23.46	23.98	24.54	25.09	25.65	26.23	26.83	27.45	28.07	28.71	29.35	30.01	30.70	31.40	32.11	32.83	33.75
	02B	21.51	22.01	22.49	22.99	23.52	24.04	24.61	25.16	25.72	26.30	26.90	27.52	28.15	28.79	29.43	30.09	30.78	31.48	32.20	32.92	34.01
	02C	21.57	22.07	22.55	23.05	23.58	24.11	24.68	25.23	25.79	26.37	26.97	27.59	28.23	28.87	29.51	30.17	30.86	31.56	32.29	33.01	34.27
	02D	21.63	22.13	22.61	23.11	23.64	24.18	24.75	25.30	25.86	26.44	27.04	27.66	28.31	28.95	29.59	30.25	30.94	31.64	32.38	33.10	34.53
	02E	21.69	22.19	22.67	23.17	23.70	24.25	24.82	25.37	25.93	26.51	27.11	27.73	28.39	29.03	29.67	30.33	31.02	31.72	32.47	33.19	34.79
MW Senior	03	23.11	23.65	24.16	24.70	25.28	25.84	26.43	27.03	27.63	28.26	28.91	29.58	30.24	30.93	31.62	32.33	33.07	33.83	34.59	35.36	36.17
	03A	23.17	23.71	24.23	24.77	25.35	25.91	26.50	27.10	27.70	28.34	28.99	29.66	30.32	31.01	31.70	32.42	33.16	33.92	34.68	35.45	36.54
	03B	23.23	23.77	24.30	24.84	25.42	25.98	26.57	27.17	27.77	28.42	29.07	29.74	30.40	31.09	31.78	32.51	33.25	34.01	34.77	35.54	36.91
	03C	23.29	23.83	24.37	24.91	25.49	26.05	26.64	27.24	27.84	28.50	29.15	29.82	30.48	31.17	31.86	32.60	33.34	34.10	34.86	35.63	37.28
	03D	23.35	23.89	24.44	24.98	25.56	26.12	26.71	27.31	27.91	28.58	29.23	29.90	30.56	31.25	31.94	32.69	33.43	34.19	34.95	35.72	37.66
	03E	23.41	23.95	24.51	25.05	25.63	26.19	26.78	27.38	27.98	28.66	29.31	29.98	30.64	31.33	32.02	32.78	33.52	34.28	35.04	35.81	38.04
MW Specialist	04	25.43	26.02	26.58	27.17	27.81	28.43	29.08	29.74	30.40	31.09	31.81	32.54	33.27	34.03	34.79	35.57	36.38	37.22	38.05	38.90	39.79

Section 2. Pay Period.

Employees shall be paid on every other Friday, twenty-six times per year. However, when a

payday falls on a holiday, employees may be paid according to the published payroll schedule for the city.

Section 3. Step Movement.

Employees shall be rated by their Supervisors during the month of January for the previous calendar year. If an overall satisfactory (“Meets Expectations”) rating is achieved on such an annual performance evaluation, employees who have successfully completed their initial hire probation shall advance one step at the beginning of the first full pay period in February for 2025, 2026 and 2027. An employee that has not received their annual performance appraisal since his or her last hiring date anniversary shall be deemed to have been rated at least a “Meets Expectations.” Employees hired into the Maintenance Worker classification shall advance one step upon successful completion of initial hire probation.

Section 4. Classification Placement and Progression.

A. Placement for new hires. Employees hired after January 1, 2019, will be hired as a Maintenance Worker Trainee. Management may consider prior verifiable experience and hire a new employee as a Maintenance Worker who shall be subject to all the provisions of Initial Probation in Article 10.

B. Classification progression.

1. Maintenance Worker Trainees will advance to Maintenance Worker upon successful completion of probation and all classification requirements.

2. Maintenance Workers who have met the requirements to move to the Maintenance Worker Senior classification will advance on the first full pay period after attaining the requirements set forth in the program guidelines.

3. Maintenance Worker Specialist positions shall be filled in accordance with

Article 11.

4. Employees who promote to new classification will be placed in the new pay grade at the same step they have attained at the time of the promotion.

C. Competency Program Incentive.

1. Maintenance Worker. At the beginning of the pay period following completion of a non-mandatory category in the competency training program for Maintenance Worker Senior, Maintenance Worker employees in Steps 1-20 will receive a one-quarter percent (.25%) adjustment to their current rate of pay and Maintenance Worker employees in Step 21 will receive a three-quarter percent (.75%) adjustment to their current rate of pay.

2. Maintenance Worker Senior. At the beginning of the pay period following completion of a non-mandatory category in the competency training program for Maintenance Worker Specialist, the employee will receive a one-quarter percent (.25%) adjustment to their current rate of pay and employees in Step 21 will receive a one percent (1%) adjustment to their current rate of pay.

3. Employees may work on and complete competencies for the next classification level in the categories they have completed; however, adjustments will not be made to their rate of pay unless and until the employee has advanced to next said classification.

4. Employees who have completed non-mandatory competency categories prior to January 1, 2022, will have appropriate adjustments made to their rate of pay pursuant to paragraph 1 and 2 above, effective the first full pay period of January 2022.

ARTICLE 19

CLOSING AND SAVINGS CLAUSE

Section 1. Closing Clause.

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

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

Section 2. Savings Clause.

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

ARTICLE 20

TERMINATION AND AMENDMENTS

This Agreement shall be effective for three years beginning January 1, 2025, through December 31, 2027. It shall then be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least sixty (60) days prior to the expiration date that it desires to modify the terms. In that event, negotiations shall begin not later than thirty (30) days after the notice is given. It shall further remain in full force and effect during any period of negotiations and until a new contract is implemented, unless notice of termination is provided.

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

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

DATED AND ACKNOWLEDGED THIS ____ DAY OF _____, 2024, IN THE CITY
OF TOPEKA, KANSAS.

CITY OF TOPEKA, KANSAS

Robert M. Perez, Ph.D., City Manager

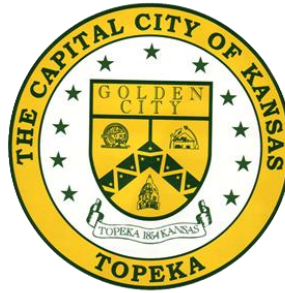
ATTEST:

Brenda Younger, City Clerk

TEAMSTERS UNION LOCAL 696

Michael Scribner, Business Representative

CITY OF TOPEKA CONTRACT # _____



AGREEMENT

between

CITY OF TOPEKA

and

EMPLOYEES

of the

**CITY OF TOPEKA STREET MAINTENANCE SECTION
TEAMSTERS UNION, LOCAL NO. 696**



JANUARY ~~2022~~2025 - DECEMBER ~~2024~~2027

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ARTICLE 1

RECOGNITION AND UNION SECURITY

Section 1. Preamble.

This Agreement is by and between the City of Topeka, Kansas, hereinafter referred to as the “City,” the “Employer,” or “Management” and the City of Topeka Street Section of the International Brotherhood of Teamsters, Local No. 696, hereinafter referred to as “Teamsters” or “Union.”

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 shall also 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 provision of 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 consent to such application.

Section 4. Bargaining Unit.

The Employer recognizes the Union as the exclusive agent for employees in the collective bargaining unit. As defined in the State of Kansas Public Employee Relations Board Case No. 75-UCA-2-2000, that unit shall consist of employees in the Street Maintenance Section holding part-time and full-time permanent and probationary positions as Maintenance Worker Trainee, Maintenance Worker, Maintenance Worker Senior and Maintenance Worker Specialist.

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 on the first pay day from the wages of those employees who personally request in writing such deductions be made. The written authorization for the above deductions shall be received in the Human Resources Department 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 charge 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. Although monthly itemizations shall accompany such regular printout, the annual total of check-off administrative fees for the prior calendar year shall be billed to the Union Treasurer each January.

The Union will notify the Director of Financial Services in writing whenever any employee has elected to rescind his or her authorized deduction for Union membership. Such a withdrawal of

authorization shall become effective with the first full pay period following the date of receipt of the notice.

All withholding and benefit deductions shall be made 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 obligated to process the deduction. Neither is it responsible for keeping track of or retroactively deducting check-offs when the employee's pay becomes sufficient to cover them. No Union check-off shall be made if an employee is on unpaid leave.

Section 6. Visits by Union Representatives.

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

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

Section 7. Bulletin Boards.

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

prior to its posting.

Section 8. New Employees.

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

ARTICLE 2

GENERAL PROVISIONS AND MISCELLANEOUS BENEFITS

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

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

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, familial status, race, religion, gender, color, creed, sexual orientation, 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 just 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. 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 them to join the Union. Likewise, there shall be no discrimination, interference, threats or restraint exercised upon any non-union employee. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees within the bargaining unit, without discrimination, interference, restraint, or coercion, whether or not they belong to the Union.

Section 2. Work Rules.

It is understood that work rules and/or regulations will not be inconsistent with the provisions

of this Agreement. Work rules and/or regulations will be reasonable and uniformly applied in like circumstances.

Existing work rules and regulations pertaining to the performance of work and the conduct of employees shall be available in the Street 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 the Street Section bulletin board for a period of seven (7) consecutive calendar days before implementation. In the event the Union does not agree to a proposed new or changed rule or regulation which would materially affect a condition of employment, it shall not take effect until the parties have met to discuss the issue. Such a meeting shall take place within fifteen (15) days of receipt by the City of the Union's written objection to the proposal.

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

Section 3. Policies, Rules, and 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 provision of 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, it will not apply to employees covered by this Agreement. Any additional benefits and/or rights granted to all City employees by any such policy or program or the

administrative rules and regulations implementing it, however, will also be applied to employees covered by this Agreement.

Section 4. Uniforms.

If employees are required to wear a uniform as a condition of employment, such uniforms shall be furnished to the employee by the Employer. The Employer agrees to provide employees of the Street Section with the following uniform items in the quantities listed:

High Visibility T-shirts (7)

Jeans or bib overalls (7)

Denim work shirts (7)

Heavy Coat with hood (1)

Insulated bib overalls (1)

Hooded High Visibility Sweatshirt Jacket (1)

High Visibility Work cap/hat (baseball style) (1)

High Visibility Work cap/hat (stocking) (1)

High Visibility Work cap/hat (safari or wide brim) (1)

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

Section 5. Protective Equipment.

Employees are required to wear Personal Protective Equipment (PPE) which include protective

clothing and safety-toe work boots and other certain protective equipment as a condition of employment. Such Personal Protective Equipment (PPE) protective clothing or protective equipment shall be furnished to the employee by the Employer. Employees are required to wear safety-toe work boots of at least six inches (6”) in height. Employees may wear rubber boots for specific applications (such as when working with concrete) with the approval of Management. The City will pay up to one hundred seventy-five dollars (\$175.00) toward the purchase of authorized footwear including toward the purchase of an employee’s first pair and any Management authorized replacement pairs. Additional or replacement work boots shall be subject to a “repair or replace” program administered by the Employer.

The Employer agrees to provide safety glasses to all employees who are required to wear them. The Employer agrees to pay up to a total of one hundred fifty dollars (\$150.00) annually toward the purchase or repair of such prescription safety glasses. The Employer agrees to provide respirator masks that are resistant to oil particulates for employees that work with the mastic machine.

The requirement for any type of protective clothing or equipment shall be determined by the Employer. In the event of loss or damage due to carelessness, the employee shall pay for the replacement. Employees are expected to exercise diligence in the care of protective clothing or equipment. Assigned Personal Protective Equipment (vests, hats, etc.) shall be stored on-site in the employee’s assigned locker.

Section 6. Return of City Property.

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

- A. Uniforms furnished to the employee by the City;
- B. Any tools, equipment, and/or materials belonging to the City;
- C. ID Badges, cell phones, keys, etc., 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.

Upon termination of employment, the employee agrees to return all City property. The employee also agrees to return all uniform items when uniforms are updated or replaced. Failure to return all City property will result in the cost of such property being deducted from the employee's final check provided the deduction does not reduce wages below the minimum wage. When the value of unreturned City property exceeds \$250.00 and such value has not been deducted from the final check, the City may pursue civil remedies to recover such property or its value.

Section 7. Night Security.

The Employer will regularly check on all employees working by themselves to assure their health and safety.

Section 8. Performance Assessments.

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

Section 9. Distribution of the Memorandum of Agreement.

Unless advised differently by the Union prior to printing, 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. If the City provides a copy for each bargaining unit employee, the printing cost shall be shared equally between the Union and the City. Stewards will be authorized to distribute copies of the Memorandum of Agreement to employees.

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 Public Works Director determine that a job

study is warranted, the study shall be conducted by the Human Resources Department. As a result of the study, the Director of Human Resources shall make a recommendation to the City Manager, who shall make the final determination whether any reclassifications are approved.

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 a loss of time or pay when absent from their assigned work schedules for the purpose of attending said meetings.

Section 12. Employee Assistance Programs.

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

Section 13. Driver's License/Insurability Requirements.

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

B. The Employer agrees to reimburse employees for the cost of required endorsements, as determined by Management, pursuant to State requirements for a CDL. The City shall reimburse

employees for the first attempts to acquire or renew their CDLs, but all fees associated with subsequent attempts will be the responsibility of the employee.

C. Employees shall notify their supervisors in the event their personal driver's licenses or CDLs are suspended, revoked, or otherwise confiscated or when they are charged with any driving infraction. Such notification shall be made to the supervisor prior to the start of the next scheduled work period. Under no circumstances shall a Street Section employee whose driver's or CDL license has been suspended, revoked, or otherwise confiscated operate a City vehicle prior to supervisory notification of the restrictive action. Failure to report the license encumbrance or the operation of a City vehicle prior to supervisory notification thereof shall be grounds for immediate disciplinary action up to and including termination from City employment.

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

E. Unless there exists a non-driving position to which he or she can continue to be assigned without any special accommodation, an employee who suffers the loss of his or her license or remains uninsurable under the City's current policy coverage for a period of time greater than ninety (90) calendar days shall be removed from his or her position with the Street Section but kept on the City rolls with continued benefits at the minimum salary level necessary to cover the deductions

therefor in an otherwise non-duty, non-pay status for an additional ninety (90) calendar days while competing for positions which have no license and/or insurability requirements. Employees may use accrued vacation, personal leave, or compensatory time during this ninety (90) calendar day period, however, to continue receiving full pay.

Section 14. Cafeteria Benefit Plan.

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

Section 15. Deferred Compensation.

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

Section 16. Employee Development.

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

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

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

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

for eligible employees.

D. An employee must complete the request for tuition reimbursement form as provided by the Human Resources Department and have the concurrence and signatures of Management as required on the form before the employee can be reimbursed. The approved request form must be received by the Human Resources Department within one month after the beginning date of the course which the employee desires to attend. Evidence of completion with a passing grade of "C" (70th percentile) or above and proof of payment for the course must be received by the Human Resources Department within two months after the ending date of the semester/session/quarter in which it was taken in order for the employee to receive reimbursement.

E. The City will not reimburse employees for non-credit special interest courses completed by examination only; continuing education courses; late fees; lab fees; extracurricular fees; textbooks; or other course-related materials and tuition covered by other sources such as government assistance to a veteran (GI Bill), grants, scholarships, and similar programs.

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

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

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

Section 17. Mileage Reimbursement.

Reimbursement to an employee for the use of his or her private vehicle for City business shall be conditioned upon approval by the Deputy Public Works Director or designee prior to such use. Requests for approval after the use shall only be honored in extraordinary circumstances where pre-authorization was not feasible -- and in any event at the total discretion of the Deputy Public Works Director or designee. Approved reimbursement shall be at the rate established by the City.

Section 18. Employee Wellness Development Program.

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

Section 19. Benefits Committee.

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

Section 20. Personal Day.

All bargaining unit employees shall, upon successful completion of their initial employment probationary periods (minimum 6 months, maximum 9 months), be granted one (1) discretionary personal day off with pay per calendar year. Employees must schedule such personal days off with their Supervisor. This personal day cannot be carried over from one (1) calendar year to the next

except due to extenuating circumstances as approved by the Supervisor. However, in all instances the Personal Day must be used by June 30th of the next calendar year or be lost.

- a) Personnel, while working five day - 8 hour shifts will be granted 8 hours for their personal day.
- b) Personnel, while working four day – 10 hour shifts will be granted 10 hours for their personal day.

Section 21. Residency.

~~Employees hired after December 31, 1981 must either be bona fide residents of Shawnee County at the time of appointment or establish such residency within six (6) months of completion of their initial employment probations. Residency shall also be maintained within the limits of Shawnee County for the duration of City employment. The City Manager may grant one extension, not to exceed six (6) months, for the establishment of residency for good cause shown. All bargaining unit members shall be subject to the residency requirements as set forth in Ordinance 20370 passed on September 6, 2022 and any amendments to or repeal of the current code.~~

Section 22. City Issued Cell Phones.

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

~~Section 23. CDL Medical Examinations.~~

~~Those employees whose job responsibilities require a Commercial Driver's License will be required to complete a Department of Transportation (DOT) Medical Examination every two years or as prescribed by a certified DOT medical examiner. DOT medical examinations will be at the expense of the City and completed by a DOT approved medical examiner designated by the City. Employees will be reimbursed up to \$250 for out-of-pocket medical expenses related to the DOT~~

~~medical examination.~~

~~(a) — If the healthcare provider informs the Human Resources Department that the employee is temporarily (for a period of 90 days or less) unable to perform the essential job function of CDL job functions, the following options shall be available:~~

~~(1) — The employee may request a leave of absence utilizing accrued leave;~~

~~or~~

~~(2) — The Human Resources Department in consultation with the Department Head may determine a temporary light duty assignment for which the employee can perform.~~

~~(b) — If in the judgement of the City's health care provider, an employee will not, within the foreseeable future, be able to perform the essential job function of CDL duties, the Human Resources Department will work with the employee and the department to explore options which include:~~

~~(1) — Demote, or transfer to another position within the department for which the employee meets the minimum position requirements and can perform all of the essential job functions of that position;~~

~~(2) — Demote, or transfer to another position in another department for which the employee meets the minimum position requirements and can perform all of the essential job functions of that position;~~

~~(3) — Alternatively, the employee may elect to retire, if eligible or seek medical long term disability;~~

~~(4) — If no other position is available or the employee is not eligible for retirement or disability, the Human Resources Director may seek termination.~~

~~(c) — An employee who fails the required physical exam may, at their own expense and on their own time, obtain a DOT physical from their own DOT-certified medical examiner; however, the City’s occupational healthcare provider must authorize the findings before the employee is cleared to perform CDL job functions.~~

ARTICLE 3

DEFINITIONS

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

A. Full-time Employee is one who works 40 hours per week on a regular and continuing basis.

B. Part-time Employee is one who works less than 40 hours per week on a regular and continuing basis.

C. Regular Employee is a benefit-eligible, full- or part-time employee who has satisfactorily completed a probationary period as stated in Article 10, Section 2.

D. Temporary Employee is one who works on an irregular or non-permanent basis.

E. Overtime shall mean work approved by the Management in excess of 40 hours per week in pay status.

F. Classifications shall be defined as the categories into which employees are grouped and which are specified in Section 4 of Article 1 of this Agreement.

G. Permanent Employee is a benefit eligible, full-time or part-time employee, if they have satisfactorily completed a probationary period.

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

I. Probation Initial Hire shall apply to all newly hired employees and shall constitute a period of time not less than 1040 work hours which may be extended in accordance with Article 10.

J. Probation Interim shall apply to all newly promoted, transferred and/or voluntarily

demoted employees and shall constitute a period of time not less than 1040 work hours which may be extended in accordance with Article 10.

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

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

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

N. Business Day is any weekday (Monday through Friday) when City of Topeka offices are open for business.

ARTICLE 4

MANAGEMENT RIGHTS

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

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

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

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

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

ARTICLE 5

GRIEVANCE PROCEDURE

Section 1. Definition.

A grievance is defined to be 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 resolved exclusively in accordance with the procedure herein provided. Both parties agree to keep the grievance procedure free of non-meritorious claims.

Section 2. Applicability.

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

Section 3. Representation.

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

Section 4. 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 alleged to have been violated or when the Employer's interpretation of the terms and provisions of this Agreement is different from the Union's.

Section 5. Steward System.

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

The Union agrees to provide the Employer a list of all stewards, designating their assignments as a regular or alternate steward. The Employer agrees to provide a list of all supervisors, designating the areas in which they serve. The 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 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) minutes per week. If there are two (2) or more grievances filed in any one (1) week period, however, the investigating steward shall have one (1) hour to investigate them. Requests to the Deputy Public Works Director or designee for extensions of this time limit will normally be granted. Before leaving the assigned work area, the Steward will notify the appropriate Supervisor and advise:

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

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

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

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

observe the procedures set forth in this Section.

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

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

Section 6. Procedure.

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

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

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

STEP 3: In the event Step Two does not resolve the matter, the written grievance shall be

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

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

STEP 5: Only the Union may advance a grievance beyond Step 4. The answer of the Director of Public Works at the Step 4 level shall be final unless the Union appeals the decision ~~to by~~ filing the grievance with the Human Resources Director within seven (7) calendar days after receipt of the answer from the Director of Public Works. The ~~Human Resources Director~~ City Manager or designee (limited to Assistant City Manager, Deputy City Manager, or Human Resources Director) shall investigate and conduct an informal hearing into the matter. The ~~Human Resources Director~~ City Manager or designee shall provide a final answer for the Union within fifteen (15) calendar days of receipt of the appeal.

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

Section 7. Arbitration.

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

Section 8. Authority of Arbitrator.

Only one grievance may be decided by an arbitrator at any hearing unless the parties mutually agree to waive this requirement. The arbitrator shall have no right to add to, subtract from, nullify,

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

Section 9. Arbitration Expenses.

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

Section 10. Effect of Time Limits.

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

Section 11. Expedited Grievance Procedure.

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

ARTICLE 6

DISCIPLINE AND DISCHARGE

Section 1. Policy.

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

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

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

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

Discharge -- Notice in writing of termination of employment with the City of Topeka for an

offense(s) or recurrence of offenses serious enough to warrant such.

In the event an employee refuses to acknowledge receipt of a copy of any action, it shall be noted by the Supervisor and initialed by the Union Steward. Employee assistance measures may be utilized if deemed appropriate by Management. (See Article 2, Section 12).

Section 2. Procedure.

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

The City shall have the right to discipline employees up to and including termination; provided, however, that all actions to terminate employees shall require the approval of the Human Resources Director of the City. The City may place the employee to be terminated on administrative leave with or without pay pending the resolution of an appeal filed under the provisions of Article 5 of this Agreement.

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

1. destruction or loss of City property;
2. improperly using or obtaining leave time;
3. tardiness;
4. absence without permission or proper notice;
5. interference with the regular conduct of City business;
6. using City vehicles, property or equipment for personal use;

7. consistent or continual unavailability for work;
8. engaging in habits that interfere with the individual's or any other employee's performance on the job;
9. violations of any work rule governing a management's right or Administrative Rule and Regulation which governs a mandatory subject not contained within this Agreement.

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

Section 3. Grounds for Suspension or Termination.

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

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

1. Refusing to perform work assignments.

2. Leaving work assignment and/or City property without permission.
3. Insubordination.
4. Removal of any City property from City premises for the employee's personal use and/or the disposal of any property without the written approval of the Deputy Public Works Director or designee.
5. Theft of property belonging to the City
6. Knowingly falsifying information to the City or knowingly making false statements in matters relative to employment.
7. Dishonesty in any form or degree.
8. Fighting, including striking a fellow employee or supervisor, or threatening a fellow employee or supervisor with apparent intent to cause bodily harm.
9. Soliciting or performing during duty hours work not authorized or directed by or otherwise beneficial to the City.
10. Performing non-City related activities during paid work time (e.g. sleeping, performing personal activities such as artwork or online or catalog shopping).
11. Consumption of alcohol or possession or use of illegal drugs during working hours or the inability to perform duties because of being under the influence of either or any other violation of the City's Alcohol and Controlled Substance Policy.
12. Willful and/or reckless neglect of duty.
13. Accident or injury caused by failure to follow safety procedures or by inattentiveness of the employee.
14. Failure to return to work after an approved leave of absence or failure to return to the job after any other approved departure.

15. The use of unreasonable and abusive language or unacceptable treatment of a client, citizen or other individual in the community, or City employee on the City payroll.
16. Violation of the City's No Harassment or Discrimination Policy.
17. Solicitation or acceptance of money or anything of value to influence decisions in public matters or as a reward for such decisions.
18. Possession of any type of firearm, explosive or concealed weapon without specific authority.
19. Possession, sale, consumption or being under the influence of any alcoholic, narcotic or other non-prescription substance while on the work site, except to the extent governed by the City Substance Abuse Policy.
20. Other violations of a similar nature.

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

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

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

Section 4. Manner of Discipline.

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

Section 5. Notification of Disciplinary Action.

For all proposed disciplinary actions, the Employer shall notify both the Union Business Agent, Steward, and the employee involved that a corrective measure is being contemplated and why. With that notification, employees shall be informed of their right to Union representation if they so choose. It is the responsibility of the employee, however, to make the representation request. The employee may waive Union representation; but must do so in writing. If waived, the employee and/or the Union representative shall be given the opportunity at the ensuing meeting to rebut or clarify the reasons for such possible discipline. Such meeting shall occur within fourteen (14) days of Management's having knowledge of the underlying problem, unless the Chief Union Steward is advised within that time frame that an extension is necessary and why.

Section 6. Form and Measure of Disciplinary Action.

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

Section 7. Personnel File.

A copy of any adverse action shall be given to the employee. All records of disciplinary actions of a nature not serious enough to warrant immediate suspension or discharge shall remain on file and shall not be used for progressive disciplinary purposes after eighteen (18) months from the

date of the underlying incident if there has been continuous service free from additional disciplinary actions for violations of a similar nature. Records of disciplinary actions involving immediate suspensions shall remain in the personnel file and may be considered along with future violations of a similar nature for disciplinary purposes for thirty-six (36) months from the date of the underlying incident. Disciplinary actions involving policy violations of a harassing, discriminatory, or workplace violence nature will remain on file and may be considered along with future violations of a similar nature for the duration of employment.

ARTICLE 7

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 normal work day for full-time employees shall be eight (8) hours within a twenty-four (24) hour period. The Employer agrees to meet with the Union during the life of this contract to work alternative work schedules to include 10-hour workdays within a 24-hour period in four (4) consecutive days (Monday – Thursday or Tuesday – Friday). All employees shall be assigned to a regular work shift and each work shift shall have a regular starting and quitting time.

Section 2. Work Schedules.

(a) General.

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

The Employer shall provide five (5) calendar 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 employees to work split shifts or consecutive shifts, except in emergencies as stated in Section 9.

In the situation of a weather event or emergency, management shall have the discretion to assign staff for a work shift outside of their normal work shift until the work for that event is

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

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

(b) Shift Selection.

A general bidding for shift assignments will be held twice per year. Shift Selection will be done by September 15 and March 15. Bid sheets will be posted for two weeks prior to Shift Selection. A total of five (5) night shift spots will be bid. Seniority shall be utilized in selection of the employee's preferred shift, provided that at least one employee on the shift meets the certification requirements set by Management. Any non-bid positions shall be filled by reverse seniority. Shift bid assignments shall be controlling for a period of six (6) months, unless employee finds another qualified employee for replacement. Management will provide opportunities for temporary shift reassignments to allow for training opportunities when it will not interfere with the business operations of the City at the sole discretion of Management. A shift vacancy caused by illness, injury, self-downgrade, retirement or termination which is anticipated to be six (6) months or more in duration shall be re-bid. Shift assignments will commence the first full pay period after Shift Selection has been completed.

Section 3. Rest & Meal Periods.

A. Breaks/Rest Periods. All employee work schedules shall provide, where applicable, for a fifteen (15) minute rest period during each one-half shift. The rest period shall be at the job site or in close proximity (no more than two (2) miles away from the job site). Rest periods are intended

to allow employees a brief break from work activities. When the work being done is incidental to an emergency declared by the Public Works Director or designee, employees shall not be entitled to rest periods until the emergency work has been completed.

B. Meal Periods. All employees shall be granted an on-duty, paid meal period during each work shift. Those meal periods shall be as near the middle of the shift as possible. Employees are expected to take only a minimal amount of time for the purpose to eat a meal and only when work allows. Such meal period shall not exceed 20 minutes. Meal periods shall be at the job site or in close proximity (no more than two (2) miles away from the job site); however, the supervisor can grant exceptions to this rule concerning length of time and proximity to the worksite.

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

D. Meal Allowance. The City will provide either an actual meal itself or a single allowance of ~~ten~~fifteen dollars (~~\$10.00~~\$15.00) to an employee who is required to work four (4) or more continuous hours of unscheduled overtime beyond a normal shift.

Section 4. Post-trip Inspection/Clean-up.

Employees shall be granted forty-five (45) minutes at the end of each shift to arrive at the yard, clean-up equipment, fuel up, perform post-trip inspections, complete paperwork, and brief their supervisor on work accomplished. Employees may use up to fifteen (15) minutes at the end of each shift for personal clean-up, provided that the tasks listed above and all work for the shift are complete and that employees remains ready to work until the end of shift. If there is a need to arrive at the yard earlier than 45 minutes before the end of the shift, permission must be granted by

Management.

Section 5. Time and Place for Reporting for Work.

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

Section 6. Reporting Time.

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

Section 7. Call/Show-up Time and Work from Home.

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

B. In the event an employee is called at home to perform work that may be accomplished there, he or she shall be compensated by the payment of one (1) hour of call back pay at his/her scheduled hourly rate for the first call received and fifteen (15) minutes, or the actual time worked, whichever is greater, for each ensuing call during the same contiguous off-duty period ending with the employee's next regular reporting time.

Section 8. Shift Differential.

Full time employees of the Street Section shall be eligible for Shift Differential of three dollars (\$3.00) per hour as follows:

1. Shift work starting at or after 7:00 p.m. but before 5:00 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 project work or to fill-in on a temporary basis 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. 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.
5. Payment of Shift Differential shall only be for actual hours worked and not applied to non-duty status compensation for vacation; sick, funeral, or emergency leave; compensatory or holiday time; and any related absence with pay.

Section 9. Exceptions.

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

Section 10. Standby.

Any employee selected by Management as being on standby and specifically designated as a

standby employee shall be compensated one hour at straight time for each ~~consecutive eight hour of~~ the below blocks of time that the employee is on standby. Standby shall be scheduled for the following blocks:

Sunday from 3:00 pm to 10:30 pm

Monday from 3:00 pm to 10:30 pm

Tuesday from 3:00 pm to 10:30 pm

Wednesday from 3:00 pm to 10:30 pm

Thursday from 3:00 pm to 10:30 pm

Friday from 3:00 pm to 11:00 pm

Friday from 11:00 pm to 7:00 am on Saturday

Saturday from 7:00 am to 3:00 pm

Saturday from 3:00 pm to 11:00 pm

Saturday from 11:00 pm to 7:00 am on Sunday

Sunday from 7:00 am to 3:00 pm

~~The eight hour blocks of time shall commence at the end of the employee's scheduled workday and shall run consecutively thereafter.~~

On the holidays recognized and observed in Article 14, standby will also be scheduled for any additional blocks of time when no regularly scheduled shift is on duty.

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

- Employees are assigned to standby on a seven-day rotational basis using a standby /call list.

This person will be utilized for all work calls received after normal duty hours, on weekends

and holidays.

- Once an employee is assigned a standby assignment, it shall be the employee's responsibility to complete the work assignment. In the event an employee cannot complete the work assignment for personal reasons after the normal quitting time, it shall be that employee's responsibility to find another standby eligible employee to complete the assignment. If an employee covers for a standby employee, a minimum of 24 hours must be exchanged by the employees. Any employee excused or deferred from standby will have the amount of time and pay deducted for the time they were not available to respond. The employee that filled in for the scheduled standby employee would receive the any overtime pay and the standby pay for the period they worked.
- If an employee is not able to fulfill the assigned standby due to a personal medical issue or work-related injury and is not able to find a replacement, management will assign the next person on the seniority/ call list as a replacement for the scheduled standby.
- Eligibility. Employees must be classified as Senior Maintenance Worker or have been deemed eligible prior to January 1, 2019, to be eligible to be on standby.

ARTICLE 8

OVERTIME

Section 1. Policy and Practice.

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

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

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

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

Section 2. Distribution of Overtime Work.

A. Overtime work shall be offered equally to employees who are qualified to do the work.

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

night shift will be called for overtime work. The provisions of section C do not apply for holdover and emergency snow removal situations.

C. When an overtime assignment becomes available, except for holdover or emergency snow removal situations, efforts will be made to contact the first qualified person at the top of the list to offer him/her the opportunity to work. Anytime the contacted employee is available and accepts an overtime assignment his/her name is placed at the bottom of the list. Anytime an employee is contacted and declines an overtime assignment or does not answer, his/her the employee's name is placed on the bottom of the list. Any employee who has been called out for and is still on an overtime assignment will be required to finish that assignment before being considered for another opportunity.

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

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

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

Except for holdover and emergency snow removal situations, any employee shall have the right to refuse the first call for overtime work on an individual overtime job, but must accept the assignment on the second call.

Section 4. Definition of Pay Status.

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

1. Holiday time
2. Vacation time

3. Up to 3 additional days that are provided for Perfect Attendance Incentive

Section 5. Compensatory Time.

Compensatory time shall be given in accordance with the provisions of the FLSA, but all employee requests for such shall require supervisory approval. All unused, accrued compensatory time shall be paid out on the final paycheck of September for employees of the bargaining unit hired on or after January 1, 2016. The compensatory time payouts will be taxed separately from regular wages. New hire initial probationary employees will not be eligible for compensatory time until they have successfully completed their probation except for snow removal and emergency overtime. All overtime for initial probationary employees will be paid at the applicable overtime rate.

Section 6. Inclement Weather Declaration.

Employees directed by management to work during the time frame of the declaration and who do report to work shall receive Compensatory Time equal to the same number of hours that the inclement weather declaration coincides with the employee's scheduled hours of work for that day. Those employees directed by management to report to work and who do not report to work will be required to use appropriate leave to cover the entire scheduled shift.

ARTICLE 9

SENIORITY

Section 1. Definition.

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

A. City Seniority - The total length of uninterrupted service following initial date of hire with the City.

B. Division Seniority - The total length of uninterrupted service following the date of assignment to the specific division where the employee is currently employed.

C. Classification Seniority - The total length of uninterrupted service following the date of assignment to a specific job classification within a specific division of the City.

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

Section 2. Loss of Seniority.

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

1. Is discharged for just cause (unless reversed and awarded back pay through the grievance or other legal procedure).

2. Retires.

3. Quits or resigns. Any employee who voluntarily resigns on good terms and returns to work in the same division within one hundred ~~twenty-eighty~~ (120/180) days shall receive credit for all City seniority previously accrued. However, unless an employee receives direct compensation from the City during that 120/180 day period, he/she shall accrue no further seniority. Divisional and Classification seniority shall commence on the date the employee returns to work.

Section 3. Seniority List.

Deputy Public Works Director or designee 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 10

PROBATIONARY EMPLOYEES

Section 1. Definition.

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

Section 2. Initial Probation.

Each employee, following initial hire, shall be subject to a minimum probationary period of 1,040 work hours. This probationary period may be extended, for just cause, by the Employer for up to 1040 additional work hours in increments of 520 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 probationary period is taken prior to the end of the initial probationary period of 1040 work hours. The Employer agrees to notify employees in writing of decisions to extend initial probationary periods.

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

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

Section 3. Interim Probation.

All employees within the Bargaining Unit shall be eligible for a transfer to a job classification in the same, lower or higher salary range as their current job classification without regard to race or sex, provided each employee shall meet the minimum requirements of the classification, and provided further, that such transfers or voluntary demotions or promotions within or from outside the bargaining unit shall be on a probationary basis for one thousand forty (1040) work hours. Provided, however, in the interests of the efficient operation of the Division or to increase an employee's chance of succeeding at this new position, Management may extend the probationary period up to one thousand forty (1040) additional work hours in increments of five hundred twenty (520) hours.

ARTICLE 11

VACANCIES-TRANSFERS-PROMOTIONS - DEMOTIONS

Section 1. Definitions.

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

B. Transfers: For the purpose of this article, a transfer shall be defined as an interdepartmental or an intradepartmental move into the Street Maintenance Section. Employees transferring into the Street Maintenance Section will serve an interim probationary period.

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

D. Demotion: The movement or reduction of an employee to a lower classification.

Section 2. Posting of vacancies.

All vacancies to be filled on a permanent basis shall be posted on Union bulletin boards for a period of five (5) working days prior to filling the vacancy. The posting notice will contain the job title/description, shift, and any other information as necessary. The Superintendent or designee may elect to conduct an external recruitment for position vacancies concurrently with the internal posting. Employees requesting to change shifts must submit request in writing to the Superintendent or designee when the vacancy is posted. Requests for shift change will be handled on a seniority basis. 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 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 where the

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

Section 3. Selection process.

Division seniority and qualifications will be used in determining those employees who will be selected to fill the vacancy. Determinations as to the qualifications shall be reasonably determined by Management. The selection may be based on the following:

1. Employee possesses the physical and other qualifications to perform the essential position responsibilities with or without reasonable accommodations.
2. Employee does not have written level or above discipline for availability for work issues. Past discipline beyond effective time limit will not count against the employee.
3. Employee demonstrates satisfactory performance in current position assignment; demonstrates ability to maintain harmonious relations with coworkers and supervisors; and observes City policies, rules and regulations.

The vacancy will be filled by the most qualified employee. When two or more employees possess substantially equal qualifications, selection will be based on seniority. 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.

Section 4. Promotion.

Promotion within the Division will be based on successful completion of the requirements of the classification.

Section 5. Demotion.

Involuntary. An employee may be demoted to a lower classification by Management if he or she is unsuccessful in completing the interim probationary period. The following are examples giving reason for demotion, not to be taken as an absolute list of all possible justifications for demotion:

- A. Due to continued unsatisfactory performance or their inability to satisfactorily complete classification requirements.

ARTICLE 12

LAYOFF PROCEDURE

Section 1. Layoff Determination.

Layoffs shall be defined as a reduction of staff or the elimination of any position to insure the efficient and economical operation of the Section as determined by the Deputy Public Works Director, Department Head, and/or the City Manager.

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

1. The Deputy Public Works Director shall designate where the layoff(s) will occur. 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.

Section 2. Required Notice.

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

Section 3. Recall.

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

The City shall retain a list of employees who have been laid off. Those who have remained

on a layoff status for more than twenty-four (24) months shall be stricken from the list and no longer subject to recall.

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

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

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

Section 4. Layoff Options.

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

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

ARTICLE 13

SICK LEAVE

Section 1. Accumulation.

Employees covered by this Agreement shall accrue sick leave at a rate of 3.70 hours per pay period for a forty-hour employee. The maximum year-end carry-over for sick leave shall be one thousand forty (1,040) hours for a full time forty-hour employee. While bargaining unit members may continue to accrue above that number at their normal rate during the ensuing twelve-month period, any excess on December 31 will be zeroed out and compensated in accordance with the provisions of Section 4 below. An employee must be performing assigned duties or on authorized paid leave or Workers' Compensation to be eligible to accrue sick leave.

Section 2. Requests.

(a) An employee shall only be allowed to utilize sick leave for approved purposes pertaining to the provisions of acceptable sick leave use. Requests for use of sick leave shall be made to the employee's supervisor in accordance with established procedures. The requests may be subject to reasonable audit, confirmation, and medical certification before or after approval.

Sick leave shall be available as it is accrued, including during the initial probationary period, but shall not be allowed in advance of accrual.

(b) Non-emergency use of sick leave shall be requested at least ~~forty-eight~~two (482) ~~hours~~full business days in advance of the anticipated absence.

(c) Emergency use of sick leave shall be requested as follows:

(1) The employee shall notify ~~his or her~~the employee's supervisor in accordance with established procedures of the employee's unavailability for work at least thirty (30) minutes prior to the start of the work shift, except in extreme extenuating circumstances

where personal condition of health or family emergency does not permit.

(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 prior to leaving the job site.

(3) In the case of either 1 or 2 above, the employee must complete and file a sick leave request form with ~~the employee's~~ their supervisor within two ~~working~~ full business days from the date the employee returns to work or the use of accumulated sick leave shall not be allowed.

Section 3. Acceptable Use.

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

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

B. Sick leave may be utilized for elective surgery. If more than three (3) days will be necessary, however, arrangements must be made in advance with the Supervisor so that the leave

will, to the extent possible, be at a time best suited to the work situation.

Section 4. Year-end Reconciliation/Payment Upon Retirement.

Employees who at the end of the year have in excess of the number of Sick Leave hours permitted for carry-over as stipulated in Section 1 above shall have such residual hours zeroed out and compensated at the rate of ~~thirty-five-fifty~~ percent (~~35~~50%) of their respective hourly wages on December 31. Any employee ~~retiring~~eligible to retire under the Kansas Public Employees Retirement System (KPERS) or the Social Security System will similarly be paid for thirty-five percent (35%) of eligible accrued sick leave up to a maximum of three hundred ninety-seven (397) hours at his or her hourly rate immediately preceding retirement.

Section 5. Return to Work.

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

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

The Human Resources Director may also require any employee appearing to be sick or injured on the job or coming back to work from extended Sick Leave (more than three consecutive

work days) to report ~~to the CHCP~~ health care provider designated by the Human Resources Director for an independent evaluation, regardless of whether or not a note from that employee's personal physician has been presented. The cost of such an examination shall be paid by the Employer. Any employee refusing to be examined by the ~~CHCP~~ designated health care provider may be subject to a determination that he/she is not yet cleared to return to duty.

Section 6. Excessive Use of Sick Leave.

Any employee who establishes a pattern that makes it appear the employee is using sick leave improperly shall receive a written notice from the Street Operations Manager notifying him or her to report to the Human Resources Department. Thereafter, the employee may be required to report to ~~the CHCP~~ health care provider designated by the City for consultation-concerning the employee's duty status. The ~~CHCP~~ Human Resources Director or the designated health care provider may require a doctor's statement certifying:

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

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

Section 7. Leave Requiring Medical Attention.

An employee may remain on the job as long as his/her health permits. As provided in Sections 3.A and 5 above, however, Management may require any employee to report to the Human Resources Department if there is reason to believe that that employee is incapable of performing his/her duties because of illness or injury. The Human Resources Director may refer the employee to ~~the CHCPa~~ designated health care provider 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 the 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. An employee who is receiving Workers' Compensation of any kind shall continue to accrue sick leave.

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

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

Upon successful completion of the initial employment probationary period, for each three (3) consecutive months of perfect attendance, employees shall earn one (1) day of personal leave or the equivalent in pay, provided, however, that none of the months may overlap into another month period. The employee may accumulate up to four (4) personal leave days for this purpose annually.

Option 1: Employees may schedule use of the personal leave day with their Supervisor. Any unused personal leave at the close of each calendar year must be taken during the period of January 1st through April 30th of the following year. An extension may be granted with the approval of

Deputy Public Work Director or designee.

Option 2: For each personal leave day earned, the employee may elect the option of exchanging the personal leave day for one (1) day of pay at his or her regular hourly rate of pay, but only if the employee submits a written request to receive payment within fourteen (14) days after the personal day is earned.

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

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

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

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

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

An employee injured either on or off the job who is unable to perform his or her assigned duties may be placed on light duty as determined by ~~the CHCPa~~ healthcare provider designated by the Director of Human Resources. Street Operations Manager shall determine whether light duty positions exist and the duties associated with each such activity.

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

Department.

ARTICLE 14

HOLIDAYS

Section 1. Holidays Recognized and Observed.

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

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

All holidays shall commence at 12:01 a.m. on the day of the designated holiday and shall end at 12:00 midnight on the day of the designated holiday; except for street maintenance equipment operators assigned to a regularly scheduled night shift whose holidays shall commence at 12:01 p.m. on the day of the City designated holiday and shall end at 12:00 p.m. on the day after the City designated holiday. Eligible employees shall receive a normal day's pay for each of the holidays listed above on which they perform no work.

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

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

Should the City designate an alternate day other than the closest Friday or Monday, then that will become the official holiday for the purposes of this Section. Management and the Union, on behalf of the street maintenance equipment operators assigned to a regularly scheduled night shift, may jointly designate an alternate holiday schedule which differs from the holiday schedule described above, but only if the alternate holiday schedule is submitted to the Human Resources Director before December 1 of the year preceding implementation.

Those personnel while assigned to 4 day 10 hour shifts:

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

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 eleven designated holidays, as determined in accordance with Section 1 above, he/she will be paid double time for all hours worked in addition to his/her normal pay for the holiday. The employee may choose compensatory time, at the same rate, in lieu of pay. When an alternate holiday is designated in accordance with Section 1, work on a City designated holiday will be paid at the employee's regular rate of pay.

ARTICLE 15

VACATION

Section 1. Eligibility and Allowance.

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

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

Section 2. Vacation Pay.

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

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

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

1. Twelve (12) full months of continuous service immediately prior to December 31 of the year in which vacation buyback is applied.
2. Have Supervisor approval.
3. A “Meets Expectations” or better performance rating on their most recent performance assessment and not be subject to disciplinary action at the time the vacation buyback is requested.
4. Eligible to use, or be scheduled to use, at least 40 hours of vacation by December 31, of the year in which vacation buyback is requested/
5. Retain a vacation balance, after the vacation buyback and vacation used during the year are applied, of at least 80 hours but not more than 240 hours.

Section 3. Choice and Selection of Vacation Period.

(a) All employee vacation choices and selections shall be by seniority and subject to Divisional operational needs as determined by Street Operations Manager. Vacation requests shall be made in advance to the Street Operations Manager or designee in writing in accordance with established procedures. Once approved, vacations shall only be canceled for just cause.

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

(b) Requests for five (5) or more consecutive work days of vacation leave shall be made at least seven (7) ~~work~~full business days in advance of the requested leave except for extreme emergency situations. The supervisor shall either approve or deny in writing the vacation request as

soon as reasonably possible but no later than two (2) ~~work~~full business days after the day the vacation request is made by the employee.

(c) Requests for the use of less than five (5) consecutive work days of vacation leave shall be made, whenever possible, at least ~~forty-eight (48) hours~~two (2) full business days prior to the requested leave except for extreme emergency situations. As soon as reasonably possible, but no later than ~~twenty-four (24) hours~~one (1) business day after the request is made by the employee, the supervisor shall either approve or deny the vacation request made by the employee. Requests made within ~~forty-eight (48) hours~~two (2) full business days may and should be granted if the needs of the Department or Division so permit.

Section 4. Holiday During Vacation Period.

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

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

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

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

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

ARTICLE 16

LEAVES OF ABSENCE

Section 1. Eligibility Requirements.

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

Section 2. Leave of Absence Without Pay; Obligations of Employee.

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

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

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

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

Section 3. Leave of Absence Without Pay; Conditions.

- A. During a leave of absence without pay, the employee:
 - 1. Shall not receive pay from the City;
 - 2. Shall not accrue any leave;
 - 3. Shall not pay retirement contributions nor be credited time toward retirement for any

time the employee is not is pay status;

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

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 Street Operations Manager or designee 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.

An employee who is a member of a military reserve organization or a National Guard unit shall be eligible for military leave benefits. A forty (40) hour employee may receive up to a maximum of eighty (80) hours of Military Pay annually for temporary training and/or extended military leave. An employee shall be paid only for those days he/she would normally have worked during the time of the military assignment. Employees should notify management and the Human Resources Department of the need for Military Leave as far in advance as possible. Written notice is preferred, but not required under the law.

For extended military leave, employees are encouraged to complete a Military Leave of Absence form and meet with Human Resources personnel to review the employees pay and benefits prior to the commencement of leave. Subject to certain exceptions under the Uniformed Services Employment and Reemployment Rights Act (USERRA) military leave benefits are limited to five (5) years of leave of absence.

Section 5. Funeral/Family Crisis Leave.

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

1. Making arrangements for and/or attending a funeral of an employee's spouse, child, stepchild, parent, stepparent, grandparent, grandchild, sibling, spouse's parent, spouse's sibling, son-in-law, daughter-in-law, aunt, uncle, or a family member of the immediate household permanently residing under the same roof.

2. Attending to recovery (or in limited cases of advance warning, preventive) measures associated with a disaster such as a fire, flood, or tornado or life threatening emergency health problem. In addition, the City and the Union agree that the City may require that an employee requesting such usage supply a statement from the attending physician verifying that the health problem is both an emergency and life threatening.

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

B. Determinations of eligibility for Funeral/Family Crisis leave use shall be made by the Street Operations Manager 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 6. Jury Duty/Court Appearances.

An employee called to serve on jury duty or required to be a court witness, but not as a party

in a civil matter or defendant in a criminal case, shall be paid 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 party in a civil matter or defendant in a criminal case or appears as a voluntary expert witness.

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

Section 7. Leave Agreements.

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

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

Section 8. 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 Deputy Public Works Director and approval of the Human Resources Director, provided the employee is normally eligible for such benefits.

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

If Management believes that an employee's health or condition may be endangered by continuing employment or that the employee cannot perform regular and necessary duties of the job, it shall refer the employee to the Human Resources Department. The Human Resources Director may further refer the employee to the CHCP, who may require the employee to provide a statement of medical condition. The employee shall return to work at the conclusion of the medical disability leave, contingent upon a statement from the CHCP indicating that the employee is medically able to return to work. Consistent with the provisions of Article 13, Section 12, a light duty assignment may be an option at the discretion of the Street Operations Manager.

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

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

Section 9. Voting Time.

An employee who is eligible and registered to vote in a primary, general, or special election held within the state shall, on the day of such election, be entitled to absent himself/herself from employment with the City for a period not to exceed two (2) consecutive hours between the time of opening and closing of the polls, provided, however, that if the polls are open before commencing work or after terminating work but the period the polls are so open is less than two (2) consecutive hours, the employee shall only be entitled to be absent from City employment for such period of time which, when added to the period of time the polls are open, will not exceed two (2) hours. An employee shall not, because of so 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.

Management may specify the particular times during the day which employees may absent themselves for voting, except such times shall not include the regular lunch period. The Management may require employees to show current voter registration cards in order to be eligible for paid time off for voting.

Section 10. Civic Duty.

Employees appointed to a committee of the Topeka United Way 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 Street Operations Manager.

Employees elected to any political or legislative positions who request leaves of absence for

the time periods of their elected political or legislative positions shall be granted such without pay if approved by the City Manager.

Section 11. Union Leave.

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

B. A pool of forty-eight (48) regular hours with pay will be provided each contract year for bargaining unit members to attend State and/or National Union meetings. It is agreed that time off for State and/or National Union meetings shall be paid as straight time and will not be considered hours worked for the computation of overtime.

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

D. Time spent in labor/management meetings called by management and time spent conducting steward responsibilities will be considered regular hours worked for purposes of overtime.

E. Union Official. Any one employee may be granted a leave of absence of up to three (3) years, without loss of seniority, to serve as a Union official. The employee shall continue to accrue seniority while on the leave of absence. Upon return, the employee shall return to the step the employee would have attained if the employee had been continuously employed. The employee must give thirty (30) days notice before the leave of absence is to begin. The thirty (30) day period of

notification may be waived by mutual consent. The leave must be requested in writing. All vacation leave shall be paid on the last pay period the employee is in pay status prior to leave of absence commencing. The employee must give at least thirty (30) days advance notification of intent to return to City employment to the Director of Human Resources. If the employee is returning within three (3) years, the returning employee shall be placed in a like or similar position, if available, with all corresponding rights of seniority. If no current City position is available and the employee is returning within three (3) years, the employee shall be notified of the next vacancy for which they are qualified. For Union Leaves of Absence which exceed three (3) years, there will be no rights to seniority. The employee will be carried on a Recall List. Employees on the Recall List may refuse two (2) jobs. After two (2) jobs are refused, the City has no obligation to notify the employee of further vacancies and the employee may compete for other jobs within the City.

ARTICLE 17

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 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 and meet upon request of either party.

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

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

Committee members pledge to do whatever they can to direct employees who are suspected of abusing alcohol or drugs to professional counselors, including those in the Employee Assistance Program (EAP). If an employee's apparent drug or alcohol abuse persists, committee members further pledge to inform the Director of Human Resources in a timely manner.

Section 2. Healthcare Benefits.

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

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

The Employer and the Union have agreed to cost-sharing for healthcare benefits 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 18

WAGES

Section 1. Pay Plan.

A. Classification and Pay Grade. Employees shall be paid according to the following classifications and grades:

CLASSIFICATION	GRADE
Maintenance Worker Trainee	1
Maintenance Worker	2
Maintenance Worker Senior	3
Maintenance Worker Specialist	4

B. Matrix Adjustments. Effective the first full pay period of January ~~2022~~2025, there shall be a ~~one-half~~three percent (~~-.53~~%) across the board adjustment to the pay matrix. Effective the first full pay period of January ~~2023~~2026 and January 2027 there shall be a ~~one~~two percent (~~+2~~%) across the board adjustment to the pay matrix. ~~Effective the first full pay period after governing body approval of the contract amendment and the September 15, 2023, Shift Selection, the wage matrix shall be adjusted as follows:~~

C. Pay Matrices.

TEAMSTERS
2022 Pay Matrix
0.5% Increase from 2021

Classification	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
MW Trainee	01	15.38	15.73	16.08	16.45	16.82	17.19	17.58	17.97	18.38	18.79	19.21	19.64	20.08	20.54	21.00	21.47	21.95	22.46	22.96	23.47	24.00
Maintenance Worker	02	16.16	16.52	16.89	17.27	17.65	18.05	18.46	18.87	19.30	19.73	20.18	20.63	21.09	21.57	22.05	22.55	23.06	23.57	24.10	24.65	25.20
	02A	16.21	16.57	16.94	17.32	17.70	18.10	18.51	18.92	19.35	19.78	20.24	20.69	21.15	21.63	22.11	22.61	23.12	23.63	24.17	24.72	25.39
	02B	16.26	16.62	16.99	17.37	17.75	18.15	18.56	18.97	19.40	19.83	20.30	20.75	21.21	21.69	22.17	22.67	23.18	23.69	24.24	24.79	25.59
	02C	16.31	16.67	17.04	17.42	17.80	18.20	18.61	19.02	19.45	19.88	20.36	20.81	21.27	21.75	22.23	22.73	23.24	23.75	24.31	24.86	25.79
	02D	16.36	16.72	17.09	17.47	17.85	18.25	18.66	19.07	19.50	19.93	20.42	20.87	21.33	21.81	22.29	22.79	23.30	23.81	24.38	24.93	25.99
	02E	16.41	16.77	17.14	17.52	17.90	18.30	18.71	19.12	19.55	19.98	20.48	20.93	21.39	21.87	22.35	22.85	23.36	23.87	24.45	25.00	26.19
MW Senior	03	16.96	17.34	17.73	18.13	18.54	18.96	19.38	19.81	20.27	20.72	21.18	21.66	22.15	22.65	23.16	23.67	24.21	24.76	25.31	25.88	26.47
	03A	17.01	17.39	17.78	18.18	18.59	19.01	19.43	19.86	20.33	20.78	21.24	21.72	22.21	22.71	23.22	23.73	24.28	24.83	25.38	25.95	26.74
	03B	17.06	17.44	17.83	18.23	18.64	19.06	19.48	19.91	20.39	20.84	21.30	21.78	22.27	22.77	23.28	23.79	24.35	24.90	25.45	26.02	27.01
	03C	17.11	17.49	17.88	18.28	18.69	19.11	19.53	19.96	20.45	20.90	21.36	21.84	22.33	22.83	23.34	23.85	24.42	24.97	25.52	26.09	27.29
	03D	17.16	17.54	17.93	18.33	18.74	19.16	19.58	20.01	20.51	20.96	21.42	21.90	22.39	22.89	23.40	23.91	24.49	25.04	25.59	26.16	27.57
	03E	17.21	17.59	17.98	18.38	18.79	19.21	19.63	20.07	20.57	21.02	21.48	21.96	22.45	22.95	23.46	23.97	24.56	25.11	25.66	26.23	27.85
MW Specialist	04	18.66	19.07	19.50	19.94	20.39	20.85	21.32	21.79	22.29	22.79	23.30	23.82	24.37	24.91	25.47	26.04	26.63	27.23	27.84	28.47	29.11

TEAMSTERS
2023 Pay Matrix
1% Increase from 2022

Classification	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
MW Trainee	01	15.54	15.89	16.25	16.62	16.99	17.37	17.76	18.15	18.57	18.98	19.41	19.84	20.29	20.75	21.21	21.69	22.17	22.69	23.19	23.71	24.24
Maintenance Worker	02	16.33	16.69	17.06	17.45	17.83	18.24	18.65	19.06	19.50	19.93	20.39	20.84	21.31	21.79	22.28	22.78	23.30	23.81	24.35	24.90	25.46
	02A	16.38	16.74	17.11	17.50	17.88	18.29	18.70	19.11	19.55	19.98	20.45	20.90	21.37	21.85	22.34	22.84	23.36	23.87	24.42	24.97	25.66
	02B	16.43	16.79	17.16	17.55	17.93	18.34	18.75	19.16	19.60	20.03	20.51	20.96	21.43	21.91	22.40	22.90	23.42	23.93	24.49	25.04	25.86
	02C	16.48	16.84	17.21	17.60	17.98	18.39	18.80	19.21	19.65	20.09	20.57	21.02	21.49	21.97	22.46	22.96	23.48	23.99	24.56	25.11	26.06
	02D	16.53	16.89	17.26	17.65	18.03	18.44	18.85	19.26	19.70	20.15	20.63	21.08	21.55	22.03	22.52	23.02	23.54	24.05	24.63	25.18	26.26
	02E	16.58	16.94	17.31	17.70	18.08	18.49	18.90	19.31	19.75	20.21	20.69	21.14	21.61	22.09	22.58	23.08	23.60	24.12	24.70	25.25	26.46
MW Senior	03	17.13	17.52	17.91	18.32	18.73	19.15	19.58	20.01	20.48	20.93	21.40	21.88	22.38	22.88	23.40	23.91	24.46	25.01	25.57	26.14	26.74
	03A	17.18	17.57	17.96	18.37	18.78	19.20	19.63	20.07	20.54	20.99	21.46	21.94	22.44	22.94	23.46	23.97	24.53	25.08	25.64	26.21	27.01
	03B	17.23	17.62	18.01	18.42	18.83	19.25	19.68	20.13	20.60	21.05	21.52	22.00	22.50	23.00	23.52	24.03	24.60	25.15	25.71	26.28	27.29
	03C	17.28	17.67	18.06	18.47	18.88	19.30	19.73	20.19	20.66	21.11	21.58	22.06	22.56	23.06	23.58	24.10	24.67	25.22	25.78	26.35	27.57
	03D	17.33	17.72	18.11	18.52	18.93	19.35	19.78	20.25	20.72	21.17	21.64	22.12	22.62	23.12	23.64	24.17	24.74	25.29	25.85	26.42	27.85
	03E	17.38	17.77	18.16	18.57	18.98	19.40	19.83	20.31	20.78	21.23	21.70	22.18	22.68	23.18	23.70	24.24	24.81	25.36	25.92	26.49	28.13
MW Specialist	04	18.85	19.27	19.70	20.14	20.60	21.06	21.54	22.01	22.52	23.02	23.54	24.06	24.62	25.16	25.73	26.31	26.90	27.51	28.12	28.76	29.41

TEAMSTERS
2023 and 2024 Pay Matrix
Effective September 16, 2023

Classification	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
MW Trainee	01	19.00	19.43	19.87	20.32	20.78	21.25	21.73	22.22	22.72	23.24	23.77	24.31	24.86	25.42	26.00	26.59	27.19	27.81	28.44	29.08	29.74
Maintenance Worker	02	19.95	20.40	20.86	21.33	21.81	22.31	22.82	23.34	23.87	24.41	24.96	25.53	26.11	26.70	27.31	27.93	28.56	29.21	29.87	30.55	31.24
	02A	20.00	20.46	20.92	21.39	21.87	22.37	22.88	23.40	23.93	24.48	25.03	25.60	26.18	26.77	27.38	28.00	28.64	29.29	29.95	30.63	31.48
	02B	20.05	20.52	20.98	21.45	21.93	22.43	22.94	23.46	23.99	24.55	25.10	25.67	26.25	26.84	27.45	28.07	28.72	29.37	30.03	30.71	31.72
	02C	20.11	20.58	21.04	21.51	21.99	22.49	23.00	23.52	24.05	24.62	25.17	25.74	26.32	26.91	27.52	28.15	28.80	29.45	30.11	30.79	31.96
	02D	20.17	20.64	21.10	21.57	22.05	22.55	23.06	23.58	24.12	24.69	25.24	25.81	26.39	26.98	27.59	28.23	28.88	29.53	30.19	30.87	32.20
	02E	20.23	20.70	21.16	21.63	22.11	22.61	23.12	23.64	24.19	24.76	25.31	25.88	26.46	27.05	27.66	28.31	28.96	29.61	30.27	30.95	32.45
MW Senior	03	20.95	21.43	21.92	22.42	22.93	23.45	23.98	24.52	25.08	25.65	26.23	26.83	27.44	28.06	28.70	29.35	30.02	30.70	31.40	32.11	32.84
	03A	21.01	21.49	21.98	22.48	22.99	23.51	24.04	24.59	25.15	25.72	26.30	26.90	27.51	28.14	28.78	29.43	30.10	30.78	31.48	32.20	33.17
	03B	21.07	21.55	22.04	22.54	23.05	23.57	24.11	24.66	25.22	25.79	26.37	26.97	27.58	28.22	28.86	29.51	30.18	30.86	31.56	32.29	33.51
	03C	21.13	21.61	22.10	22.60	23.11	23.63	24.18	24.73	25.29	25.86	26.44	27.04	27.65	28.30	28.94	29.59	30.26	30.94	31.64	32.38	33.85
	03D	21.19	21.67	22.16	22.66	23.17	23.69	24.25	24.80	25.36	25.93	26.51	27.11	27.72	28.38	29.02	29.67	30.34	31.02	31.72	32.47	34.19
	03E	21.25	21.73	22.22	22.72	23.23	23.75	24.32	24.87	25.43	26.00	26.58	27.18	27.79	28.46	29.10	29.75	30.42	31.10	31.80	32.56	34.54
MW Specialist	04	23.05	23.57	24.11	24.66	25.22	25.79	26.38	26.98	27.59	28.22	28.86	29.51	30.18	30.86	31.56	32.28	33.01	33.76	34.52	35.30	36.10

TEAMSTERS
2025 Pay Matrix
3% increase from 2024

Classification	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
MW Trainee	01	19.57	20.02	20.47	20.93	21.41	21.89	22.39	22.89	23.41	23.94	24.49	25.04	25.61	26.19	26.78	27.39	28.01	28.65	29.30	29.96	30.64
Maintenance Worker	02	20.55	21.03	21.50	21.98	22.49	22.99	23.51	24.04	24.59	25.14	25.72	26.30	26.90	27.50	28.12	28.76	29.42	30.09	30.77	31.46	32.18
	02A	20.61	21.09	21.56	22.04	22.55	23.05	23.57	24.11	24.66	25.21	25.79	26.37	26.97	27.57	28.20	28.84	29.50	30.17	30.85	31.54	32.43
	02B	20.67	21.15	21.62	22.10	22.61	23.11	23.63	24.18	24.73	25.28	25.86	26.44	27.04	27.64	28.28	28.92	29.58	30.25	30.93	31.62	32.68
	02C	20.73	21.21	21.68	22.16	22.67	23.17	23.69	24.25	24.80	25.35	25.93	26.51	27.11	27.71	28.36	29.00	29.66	30.33	31.01	31.70	32.93
	02D	20.79	21.27	21.74	22.22	22.73	23.23	23.75	24.32	24.87	25.42	26.00	26.58	27.18	27.78	28.44	29.08	29.74	30.41	31.09	31.78	33.18
	02E	20.85	21.33	21.80	22.28	22.79	23.29	23.81	24.39	24.94	25.49	26.07	26.65	27.25	27.85	28.52	29.16	29.82	30.49	31.17	31.86	33.43
MW Senior	03	22.20	22.72	23.22	23.74	24.29	24.83	25.40	25.97	26.56	27.16	27.78	28.41	29.06	29.70	30.37	31.07	31.78	32.50	33.24	33.98	34.76
	03A	22.26	22.78	23.28	23.80	24.36	24.90	25.47	26.04	26.63	27.23	27.85	28.49	29.14	29.78	30.45	31.15	31.86	32.59	33.33	34.07	35.11
	03B	22.32	22.84	23.34	23.86	24.43	24.97	25.54	26.11	26.70	27.30	27.92	28.57	29.22	29.86	30.53	31.23	31.94	32.68	33.42	34.16	35.47
	03C	22.38	22.90	23.40	23.92	24.50	25.04	25.61	26.18	26.77	27.37	27.99	28.65	29.30	29.94	30.61	31.31	32.02	32.77	33.51	34.25	35.83
	03D	22.44	22.96	23.46	23.98	24.57	25.11	25.68	26.25	26.84	27.44	28.06	28.73	29.38	30.02	30.69	31.39	32.11	32.86	33.60	34.34	36.19
03E	22.50	23.02	23.52	24.04	24.64	25.18	25.75	26.32	26.91	27.51	28.14	28.81	29.46	30.10	30.77	31.47	32.20	32.95	33.69	34.43	36.56	
MW Specialist	04	24.42	25.00	25.55	26.12	26.72	27.32	27.94	28.57	29.22	29.88	30.56	31.26	31.97	32.67	33.41	34.18	34.96	35.75	36.57	37.38	38.24

TEAMSTERS
 2026 Pay Matrix
 2% increase from 2025

Classification	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
MW Trainee	01	19.97	20.43	20.88	21.35	21.84	22.33	22.84	23.35	23.88	24.42	24.98	25.55	26.13	26.72	27.32	27.94	28.58	29.23	29.89	30.56	31.26
Maintenance Worker	02	20.97	21.46	21.93	22.42	22.94	23.45	23.99	24.52	25.08	25.65	26.23	26.83	27.44	28.06	28.69	29.34	30.01	30.70	31.39	32.09	32.83
	02A	21.03	21.52	21.99	22.48	23.00	23.51	24.05	24.59	25.15	25.72	26.30	26.90	27.51	28.14	28.77	29.42	30.09	30.78	31.47	32.18	33.08
	02B	21.09	21.58	22.05	22.54	23.06	23.57	24.12	24.66	25.22	25.79	26.37	26.97	27.58	28.22	28.85	29.50	30.17	30.86	31.55	32.27	33.33
	02C	21.15	21.64	22.11	22.60	23.12	23.63	24.19	24.73	25.29	25.86	26.44	27.04	27.65	28.30	28.93	29.58	30.25	30.94	31.63	32.36	33.58
	02D	21.21	21.70	22.17	22.66	23.18	23.69	24.26	24.80	25.36	25.93	26.51	27.11	27.72	28.38	29.01	29.66	30.33	31.02	31.71	32.45	33.84
	02E	21.27	21.76	22.23	22.72	23.24	23.75	24.33	24.87	25.43	26.00	26.58	27.18	27.79	28.46	29.09	29.74	30.41	31.10	31.79	32.54	34.10
MW Senior	03	22.65	23.18	23.69	24.22	24.78	25.33	25.91	26.49	27.09	27.71	28.33	28.98	29.64	30.31	30.99	31.69	32.42	33.16	33.91	34.66	35.46
	03A	22.71	23.24	23.75	24.29	24.85	25.40	25.98	26.56	27.16	27.78	28.41	29.06	29.72	30.39	31.07	31.77	32.51	33.25	34.00	34.75	35.82
	03B	22.77	23.30	23.81	24.36	24.92	25.47	26.05	26.63	27.23	27.85	28.49	29.14	29.80	30.47	31.15	31.85	32.60	33.34	34.09	34.84	36.18
	03C	22.83	23.36	23.87	24.43	24.99	25.54	26.12	26.70	27.30	27.92	28.57	29.22	29.88	30.55	31.23	31.93	32.69	33.43	34.18	34.93	36.55
	03D	22.89	23.42	23.93	24.50	25.06	25.61	26.19	26.77	27.37	27.99	28.65	29.30	29.96	30.63	31.31	32.01	32.78	33.52	34.27	35.02	36.92
	03E	22.95	23.48	23.99	24.57	25.13	25.68	26.26	26.84	27.44	28.06	28.73	29.38	30.04	30.71	31.39	32.10	32.87	33.61	34.36	35.11	37.29
MW Specialist	04	24.92	25.50	26.06	26.65	27.26	27.87	28.51	29.14	29.80	30.49	31.17	31.88	32.61	33.35	34.09	34.86	35.67	36.48	37.31	38.13	39.01

TEAMSTERS
 2027 Pay Matrix
 2% increase from 2026

Classification	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
MW Trainee	01	20.37	20.84	21.30	21.78	22.28	22.78	23.30	23.82	24.36	24.91	25.48	26.07	26.66	27.26	27.87	28.50	29.16	29.82	30.49	31.18	31.89
Maintenance Worker	02	21.39	21.89	22.37	22.87	23.40	23.92	24.47	25.02	25.58	26.16	26.76	27.38	28.00	28.63	29.27	29.93	30.62	31.32	32.02	32.74	33.49
	02A	21.45	21.95	22.43	22.93	23.46	23.98	24.54	25.09	25.65	26.23	26.83	27.45	28.07	28.71	29.35	30.01	30.70	31.40	32.11	32.83	33.75
	02B	21.51	22.01	22.49	22.99	23.52	24.04	24.61	25.16	25.72	26.30	26.90	27.52	28.15	28.79	29.43	30.09	30.78	31.48	32.20	32.92	34.01
	02C	21.57	22.07	22.55	23.05	23.58	24.11	24.68	25.23	25.79	26.37	26.97	27.59	28.23	28.87	29.51	30.17	30.86	31.56	32.29	33.01	34.27
	02D	21.63	22.13	22.61	23.11	23.64	24.18	24.75	25.30	25.86	26.44	27.04	27.66	28.31	28.95	29.59	30.25	30.94	31.64	32.38	33.10	34.53
	02E	21.69	22.19	22.67	23.17	23.70	24.25	24.82	25.37	25.93	26.51	27.11	27.73	28.39	29.03	29.67	30.33	31.02	31.72	32.47	33.19	34.79
MW Senior	03	23.11	23.65	24.16	24.70	25.28	25.84	26.43	27.03	27.63	28.26	28.91	29.58	30.24	30.93	31.62	32.33	33.07	33.83	34.59	35.36	36.17
	03A	23.17	23.71	24.23	24.77	25.35	25.91	26.50	27.10	27.70	28.34	28.99	29.66	30.32	31.01	31.70	32.42	33.16	33.92	34.68	35.45	36.54
	03B	23.23	23.77	24.30	24.84	25.42	25.98	26.57	27.17	27.77	28.42	29.07	29.74	30.40	31.09	31.78	32.51	33.25	34.01	34.77	35.54	36.91
	03C	23.29	23.83	24.37	24.91	25.49	26.05	26.64	27.24	27.84	28.50	29.15	29.82	30.48	31.17	31.86	32.60	33.34	34.10	34.86	35.63	37.28
	03D	23.35	23.89	24.44	24.98	25.56	26.12	26.71	27.31	27.91	28.58	29.23	29.90	30.56	31.25	31.94	32.69	33.43	34.19	34.95	35.72	37.66
	03E	23.41	23.95	24.51	25.05	25.63	26.19	26.78	27.38	27.98	28.66	29.31	29.98	30.64	31.33	32.02	32.78	33.52	34.28	35.04	35.81	38.04
MW Specialist	04	25.43	26.02	26.58	27.17	27.81	28.43	29.08	29.74	30.40	31.09	31.81	32.54	33.27	34.03	34.79	35.57	36.38	37.22	38.05	38.90	39.79

Section 2. Pay Period.

Employees shall be paid on every other Friday, twenty-six times per year. However, when a payday falls on a holiday, employees may be paid according to the published payroll schedule for the city.

Section 3. Step Movement.

Employees shall be rated by their Supervisors during the month of January for the previous calendar year. If an overall satisfactory (“Meets Expectations”) rating is achieved on such an annual performance evaluation, employees who have successfully completed their initial hire probation shall advance one step at the beginning of the first full pay period in February for ~~2022~~2025, ~~2023~~2026 and ~~2024~~2027. An employee that has not received their annual performance appraisal since his or her last hiring date anniversary shall be deemed to have been rated at least a “Meets Expectations.” Employees hired into the Maintenance Worker classification shall advance one step upon successful completion of initial hire probation.

Section 4. Classification Placement and Progression.

A. Placement for new hires. Employees hired after January 1, 2019, will be hired as a Maintenance Worker Trainee. Management may consider prior verifiable experience and hire a new employee as a Maintenance Worker who shall be subject to all the provisions of Initial Probation in Article 10.

B. Classification progression.

1. Maintenance Worker Trainees will advance to Maintenance Worker upon successful completion of probation and all classification requirements.

2. Maintenance Workers who have met the requirements to move to the Maintenance Worker Senior classification will advance on the first full pay period after

attaining the requirements set forth in the program guidelines.

3. Maintenance Worker Specialist positions shall be filled in accordance with Article 11.

4. Employees who promote to new classification will be placed in the new pay grade at the same step they have attained at the time of the promotion.

C. Competency Program Incentive.

1. Maintenance Worker. At the beginning of the pay period following completion of a non-mandatory category in the competency training program for Maintenance Worker Senior, Maintenance Worker employees in Steps 1-20 will receive a one-quarter percent (.25%) adjustment to their current rate of pay and Maintenance Worker employees in Step 21 will receive a three-quarter percent (.75%) adjustment to their current rate of pay.

2. Maintenance Worker Senior. At the beginning of the pay period following completion of a non-mandatory category in the competency training program for Maintenance Worker Specialist, the employee will receive a one-quarter percent (.25%) adjustment to their current rate of pay and employees in Step 21 will receive a one percent (1%) adjustment to their current rate of pay.

3. Employees may work on and complete competencies for the next classification level in the categories they have completed; however, adjustments will not be made to their rate of pay unless and until the employee has advanced to next said classification.

4. Employees who have completed non-mandatory competency categories prior to January 1, 2022, will have appropriate adjustments made to their rate of pay pursuant to

paragraph 1 and 2 above, effective the first full pay period of January 2022.

ARTICLE 19

CLOSING AND SAVINGS CLAUSE

Section 1. Closing Clause.

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

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

Section 2. Savings Clause.

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

ARTICLE 20

TERMINATION AND AMENDMENTS

This Agreement shall be effective for three years beginning January 1, ~~2022~~2025, through December 31, ~~2024~~2027. It shall then be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least sixty (60) days prior to the expiration date that it desires to modify the terms. In that event, negotiations shall begin not later than thirty (30) days after the notice is given. It shall further remain in full force and effect during any period of negotiations and until a new contract is implemented, unless notice of termination is provided.

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

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

DATED AND ACKNOWLEDGED THIS ____ DAY OF _____, ~~2021~~2024, IN THE
CITY OF TOPEKA, KANSAS.

CITY OF TOPEKA, KANSAS

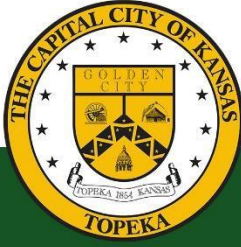
ATTEST:

~~Brent Trout~~Robert M. Perez, Ph.D., City Manager

Brenda Younger, City Clerk

TEAMSTERS UNION LOCAL 696

Michael Scribner, Business Representative



CITY OF TOPEKA

City of Topeka Finance Department
215 SE 7th St, Rm 355
Topeka, KS 66603

budget@topeka.org
785-368-3970
www.topeka.org

To: Dr. Robert Perez, City Manager
From: Josh McAnarney, Budget Manager
Date: October 10, 2024
Re: Teamsters Union 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. I have reviewed the economic terms of the Teamsters agreement pending before the City Council and its costs to the 2025 Operating Budget. This bargaining unit has 42 members in the Teamsters Union with expenses coming all from the City-wide Half Cent Sales Tax Fund. All of the measures in the proposed agreement are aimed at bringing the Union employees to a competitive rate with surrounding cities.

The proposed agreement includes the following:

- 3% matrix increase for 2025, 2% matrix increase for 2026, 2% matrix increase for 2027
 - With this, there is also an increase from 5% to 8% in the grade change from Maintenance Worker to Maintenance Worker Specialist
- Increase in Meal Allowance during overtime from \$10 to \$15
- Increase Retirement Sick Leave payout from 35% to 50%

The following table (Figure 1) shows the wage and benefits estimations calculated based on the assumptions listed above.

Categories	2025	2026	2027
Total Employee Cost	\$2,551,318	\$2,615,962	\$2,682,408
Difference from Previous Year	-	\$64,444	\$66,446

Summary of 2025-2024 Teamsters Contract Changes

Article 2, § 21: Residency	<i>Updates contract provision to reference residency requirements established through Ordinance</i>
Article 2, § 23: CDL Medical Examinations	<i>Brings CDL requirements consistent with state law exemption for local government employers</i>
Article 3; Definitions	<i>Adds definition for “business day”</i>
Article 5, § 6: Procedure (Grievance)	<i>Changes the hearing officer in Step 5 of the grievance procedure from the Human Resources Director to the City Manager, who can designate the Assistant or Deputy City Manager or the HR Director to provide final answer</i>
Article 7, § 3: Rest and Meal Periods	<i>Increases meal allowance from \$12.00 to \$15.00</i>
Article 7, § 4: Post-trip Inspection/Clean-up	<i>Clarifies expectations of the 45 minutes granted at the end of each shift, allowing up to 15 minutes for personal clean-up</i>
Article 7, § 10: Standby	<i>Revises standby to reflect 7 or 8 hours blocks of time for standby coverage</i>
Article 8, § 2: Distribution of Overtime Work	<i>Adds the expectation that if an employee does not answer a call from a supervisor offering an overtime assignment, the supervisor can move down the list</i>
Article 9, § 2: Loss of Seniority	<i>Increases time frame (120 to 180 days) allowed to return to City employment and receive seniority credit</i>
Article 13, § 2: Requests (Sick Leave)	<i>Revises minimum request period for non-emergency sick leave from 48 hours to two full business days to allow sufficient time to review request</i>
Article 13, § 4: Year-end Reconciliation/Payment on Retirement	<i>Clarifies when employee is eligible for payout of sick leave when leaving city employment and increases percentage of year-end payout from 35% to 50%</i>
Article 13, § 3, § 4, § 5 and § 12	<i>Updates references of “City Health Care Provider” to generic reference because there is not a singular designated health care provider</i>
Article 15, § 3; Choice and Selection of Vacation Period	<i>Revises time frames to business day references to allow sufficient time to review requests</i>
Article 18: Wages	<i>--One step increase for eligible employees (meets expectations) in each year of the contract --Across the board increases to matrix: 3% in 2025 plus additional 3% to Senior and Specialist classification , 2% in 2026 and 2027</i>
Article 20: Termination and Amendments	<i>Three year contract term</i>

Staff recommends the City Council approve the ordinance.

BACKGROUND:

The proposed changes update the City's current customized 2012 version of the International Property Maintenance Code (IPMC) to the new 2024 version of the same section. In doing so, the change drops some problematic language that says tenants (only) are responsible for pests in their units after 30 days unless the problem is structural and adds language that clarifies that the landlord as well as the tenant has responsibility when more than one unit in a multifamily property is affected.

The 2012 International Property Maintenance Code (IPMC), retaining the definition of Pest Elimination in Section 202 of said code and amending 8.60.170 of the Topeka Municipal Code and repealing the original section.

BUDGETARY IMPACT:

SOURCE OF FUNDING:

This proposal will not need any funding.

ATTACHMENTS:

Description

Ordinance

PH&S Committee Report - October 23, 2024

PH&S Committee Meeting Minutes Excerpt - October 23, 2024

1 (Published in the Topeka Metro News _____)
2

3 ORDINANCE NO. _____
4

5 AN ORDINANCE introduced by the Public Health and Safety Committee comprised of
6 Councilmembers Hiller, Valdivia-Alcala, Banks and Duncan,
7 concerning pest elimination responsibilities set forth in the 2012
8 International Property Maintenance Code, amending 8.60.170 of the
9 Topeka Municipal Code and repealing the original section.
10

11 WHEREAS, the City of Topeka, has adopted the 2012 Edition of the International
12 Property Maintenance Code and Commentary (IPMC) to address the public health,
13 safety, and welfare relative to the use and maintenance of existing structures and
14 premises; and

15 WHEREAS, the following is the currently adopted definition of Pest Elimination:
16 The control and elimination of insects, rodents or other pests by eliminating their
17 harborage places; by removing or making inaccessible materials that serve as their food
18 or water; by other approved pest elimination methods; and

19 WHEREAS, the City desires to adopt the 2024 IPMC Section 309 language with
20 local amendments regarding responsibilities for pest elimination into Topeka Municipal
21 Code Section 8.60.170.

22 NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE
23 CITY OF TOPEKA, KANSAS:

24 Section 1. That section 8.60.170, Section 309 – Pest elimination, of The Code
25 of the City of Topeka, Kansas, is hereby amended to read as follows:

26 **Section 309 – Pest elimination.**

27 Section 309, Pest elimination, is deleted in its entirety and the following
28 provisions shall be substituted therefor:

29 Section 309.3, Single occupant, is deleted in its entirety and the following
30 provisions shall be substituted therefor:

31 The occupant of a one-family dwelling or of a single-tenant nonresidential
32 structure shall be responsible for extermination on the premises after 30 days of
33 occupancy.

34 Section 309.4, Multiple occupancy, is deleted in its entirety and the following provisions
35 shall be substituted therefor:

36 The owner of a structure containing two or more dwelling units, a multiple
37 occupancy, a rooming house or a nonresidential structure shall be responsible for
38 extermination in the public or shared areas of the structure and exterior property.

39 309.1 Infestation. Structures shall be kept free from insect and rodent infestations.
40 Structures in which insects or rodents are found shall be promptly exterminated by
41 approved processes that will not be injurious to human health. After pest elimination,
42 proper precautions shall be taken to prevent reinfestation.

43 309.2 Owner. The owner of any structure shall be responsible for pest elimination
44 within the structure prior to renting or leasing the structure.

45 309.3 Single occupant. The occupant of a one-family dwelling or of a single-tenant
46 nonresidential structure shall be responsible for pest elimination on the premises.

47 309.4 Multiple occupancy. The owner of a structure containing two or more
48 dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall
49 be responsible for pest elimination in the public or shared areas of the structure and
50 exterior property. If infestation is caused by failure of an occupant to prevent such
51 infestation in the area occupied, the occupant and owner shall be responsible for pest
52 elimination.

53 309.5 Occupant. The occupant of any structure shall be responsible for the
54 continued rodent and pest-free condition of the structure.

55 Exception: Where the infestations are caused by defects in the structure or where
56 one or more units are infested from the infestation spreading from a single source, the
57 owner shall be responsible for pest elimination.

58 Section 3. That original 8.60.170 of The Code of the City of Topeka, Kansas, is
59 hereby specifically repealed.

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

62 Section 5. This ordinance shall supersede all ordinances, resolutions or rules,
63 or portions thereof, which are in conflict with the provisions of this ordinance.

64 Section 6. Should any section, clause or phrase of this ordinance be declared
65 invalid by a court of competent jurisdiction, the same shall not affect the validity of this
66 ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

67 PASSED AND APPROVED by the Governing Body on _____.

68
69 CITY OF TOPEKA, KANSAS

70
71
72
73
74 _____
75 Michael A. Padilla, Mayor

76 ATTEST:
77
78
79 _____
80 Brenda Younger, City Clerk

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee: Public Health & Safety

Title: RESOLUTION - Pest Elimination Amendment

Date referred from Council meeting:

Date referred from Committee: October 23, 2024

Committee Action: MOTION: Committee member Christina Valdivia-Alcalá made a motion to approve the Resolution for pest elimination responsibilities for the Topeka Municipal Code and proceed for action at the Governing Body meeting November 12, 2024. Committee member Banks seconded. Approved 3-0-0.

Comments: Committee member Spencer Duncan was absent.

Amendments:

Members of Committee: Councilmembers Karen Hiller, Christina Valdivia-Alcalá, David Banks, and Spencer Duncan

Agenda Date Requested: November 12, 2024



CITY OF TOPEKA

CITY COUNCIL
City Hall, 215 SE 7th St., Room 255
Topeka, KS 66603-3914
(785) 368-3710

Tonya Bailey, Sr Executive Assistant
Tara Jefferies, Sr Executive Assistant
E-mail: councilassist@topeka.org
www.topeka.org

EXCERPT

CITY OF TOPEKA, Topeka, Kansas, Wednesday, October 23, 2024. The Public Health & Safety Committee members met at 9:30 A.M. with the following Committee members present: Karen Hiller (Chair), Christina Valdivia-Alcalá, and David Banks.

The following is an excerpt of the draft minutes from the meeting:

APPROVAL of pest elimination responsibilities retaining the definition of Pest Elimination in Section 202 of said code and amending 8.60.170 of the Topeka Municipal Code and repealing the original section.

Pest Elimination Amendments

Committee Chair Karen Hiller spoke to the concerning pest elimination responsibilities set forth in the 2012 International Property Maintenance Code, retaining the definition of the Pest Elimination in Section 202 of said code and amending 8.60.170 of the Topeka Municipal Code. Hiller added that the Topeka adopted version of the International Property Maintenance Code is unclear about what happens and who is responsible in the case where a tenant's unit is infested in a multifamily property.

Committee member Christina Valdivia-Alcalá expressed her appreciation for the work of Committee Chair Karen Hiller has done on the Pest Elimination Amendment. She stated there is an urgency for this amendment to help families and will enable the City of Topeka to take action for necessary code compliance.

MOTION Committee member Christina Valdivia-Alcalá made a motion to approve the Resolution for pest elimination responsibilities for the Topeka Municipal Code and proceed for action at the Governing Body meeting November 12, 2024. Committee member Banks seconded. Approved 3-0-0.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
November 12, 2024

DATE: November 12, 2024
CONTACT PERSON: Braxton Copley, Assistant City Manager
DOCUMENT #:
SECOND PARTY/SUBJECT: SW Huntoon Street (Gage to Harrison) Project Design
PROJECT #: 701018.00
CATEGORY/SUBCATEGORY: 006 Communication / 005 Other
CIP PROJECT: Yes
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION of design options for the SW Huntoon Street, Street Design Project from Gage Boulevard to Harrison Street.

(Staff is seeking direction from the Governing Body on which design option to choose for the SW Huntoon Street Improvement Project.)

VOTING REQUIREMENTS:

Discussion only. Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Determine which design option the Governing Body would like to select for the SW Huntoon Street (Gage to Harrison) Street Project.

STAFF RECOMMENDATION:

Staff recommends Option No. 2 which includes full reconstruction with single lane road with Complete Streets elements.

BACKGROUND:

The City of Topeka and Bartlett & West Engineering project team is seeking direction from the Governing Body, on which of the following three potential design options it would like for the SW Huntoon Street Project.

Option No. 1

Street Maintenance Only. This option includes utility repair and replacement, and 'as-is' sidewalk and street repair and replacement. This option does not include any complete street elements (no bike lanes or shared use paths, and no lighting, landscaping, or driveway improvements).

Option No. 2

Full Design with a single-lane configuration plus Complete Streets elements. This design offers three sub-options including (1) One driving lane + bike lane; (2) One driving lane + bike lane + on-street parking; and (3) One driving lane + on-street parking. This option would include lighting, landscaping and driveway improvements.

Option No. 3

Full Design with a two-lane configuration + Complete Streets elements with no bike lane and/or street parking that could be utilized for Huntoon Street. This option includes lighting, landscaping, and driveway improvements.

Public Involvement Meetings were held on June 20, 2024, July 23, 2024, and September 9, 2024. Results of the survey were given at the September 9, 2024 Public Meeting are as follows:

- 77% of respondents voted for Option No. 2 - Full Design with Single-Lane Road and Complete Streets Elements.
- 20% of respondents voted for Option No. 3 - Full Design with Two-Lane Road and Complete Streets Elements.
- 3% of respondents voted for Option No. 1 - Street Maintenance Only. (No Complete Streets Elements)

BUDGETARY IMPACT:

\$7,000,000 - \$13,300,000 depending on the option the Governing Body chooses.

SOURCE OF FUNDING:

Countywide Half-Cent Sales Tax

ATTACHMENTS:

Description

Huntoon Street Bartlett & West Presentation

Public Infrastructure Committee Meeting Minutes Excerpt (October 15, 2024)



HUNTOON STREET

GAGE TO HARRISON

COT Project Number 701028.00

Funded by Shawnee County Sales Tax Extension

Bartlett & West



Huntoon St. Website

HUNTOON STREET – GAGE TO HARRISON

Project Schedule

- 2024
 - Planning
- 2025
 - Design
- 2026
 - Communication, Power, and Gas utility relocation and easement acquisition
- 2027-2029
 - Roadway construction
 - Includes City of Topeka storm, sanitary, and water utilities

HUNTOON STREET – GAGE TO HARRISON

EXISTING PAVEMENT CONDITIONS

Huntoon St. Cores



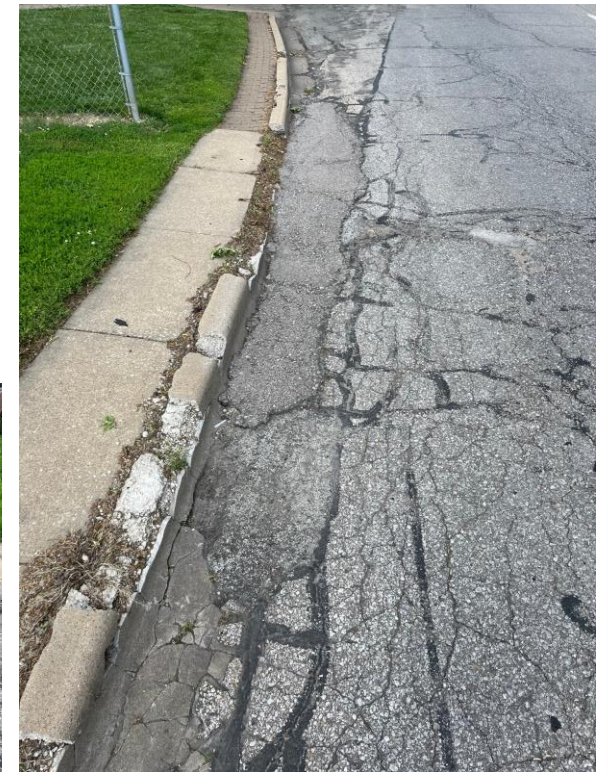
Model Layer	Graphic Log	Location: See Exploration Plan
		Latitude: 39.0441° Longitude: -95.6911°
		Depth (Ft.) Elevation: 958 (Ft.) +/-
		0.3 4 INCHES ASPHALT 957.67
		0.8 5 INCHES BRICK 957.25
1		10 INCHES WOOD , (possible railroad tie)
		1.6 956.42
		1.8 3 INCHES CONCRETE 956.17
		LEAN TO FAT CLAY (CL/CH) , trace sand, greenish gray, medium stiff to stiff
		greenish gray with tan and light gray
3		trace calcite, gray with reddish brown and tan
		10.0 948

Topeka Blvd. Core
Failed Base Concrete Material



HUNTOON STREET – GAGE TO HARRISON

EXISTING PAVEMENT CONDITIONS



HUNTOON STREET – GAGE TO HARRISON

Huntoon St. Pavement Condition Index (PCI) Scores

PCI Ratings

Excellent: 85-100

- 0 segments

Good: 70-84

- 0 segments

At-risk: 50-69

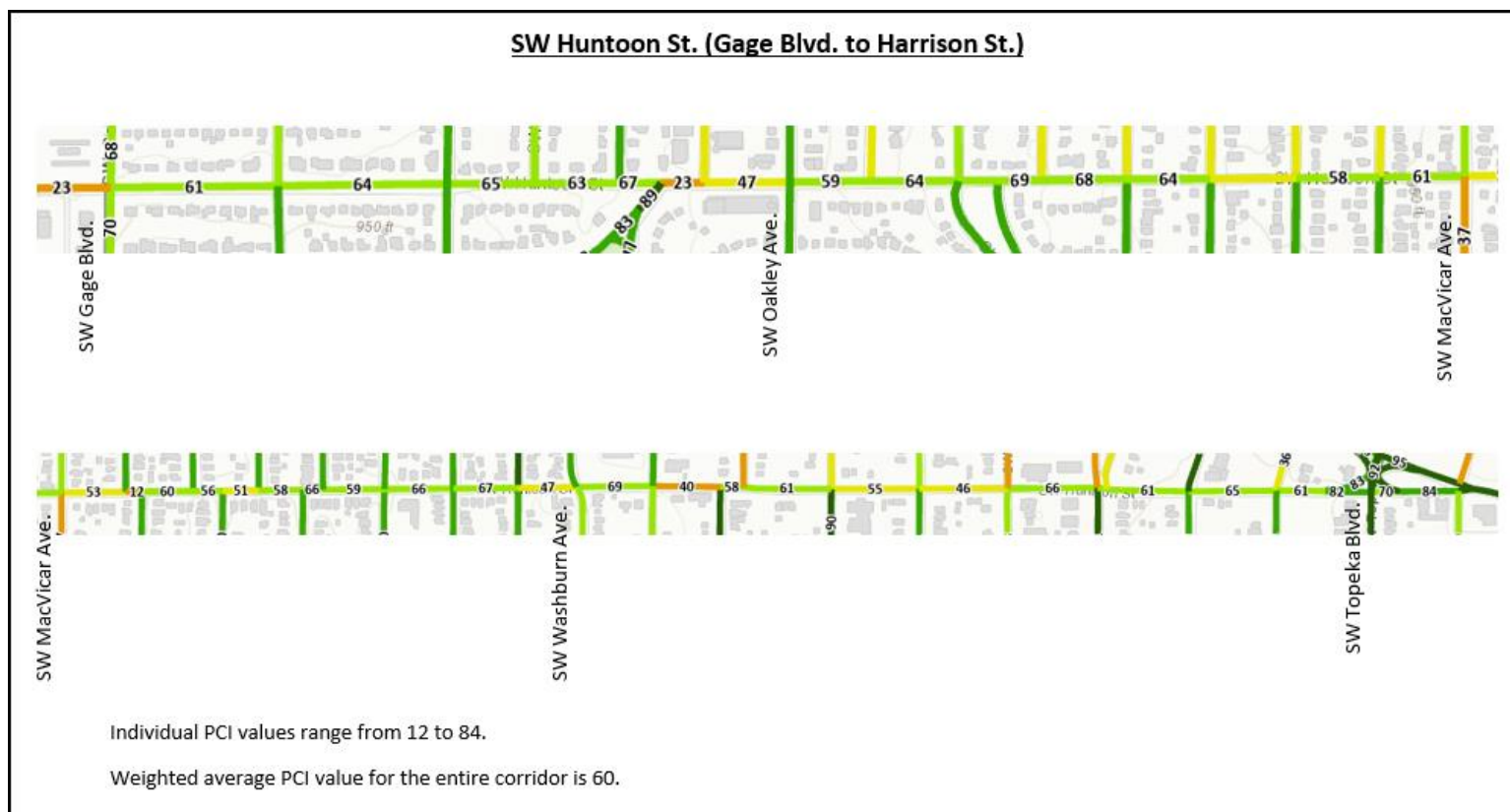
- **27 segments**

Poor: 25-49

- **6 segments**

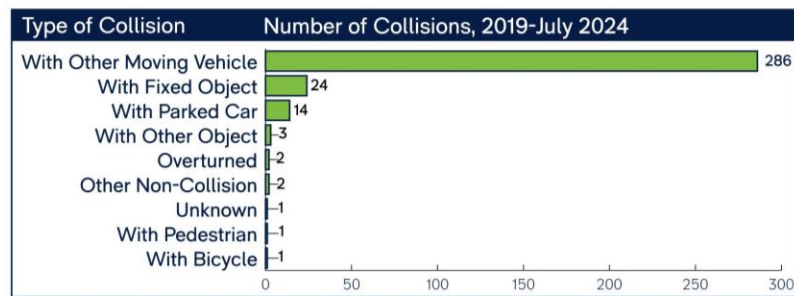
Very Poor: 0-24

- 2 segments



HUNTOON STREET – GAGE TO HARRISON

The current design of Huntoon Street between Topeka Blvd. and Gage Blvd. along with current low traffic levels, contributes to dangerous driving behaviors, including speeding and racing along the narrow thoroughfare. Safety analyses conducted by the project team indicate that a single lane design with traffic calming measures will improve safety for drivers, pedestrians, and cyclists.



36%

of drivers drive above posted speed limits along Huntoon Street

LOCAL
Passenger dies after being thrown from vehicle that struck house in Topeka
By Tom Mrazowski | Topeka Capital Journal | Updated 11:48 a.m. 07 Aug 2, 2024


A passenger died after being ejected from a vehicle that left the street and struck a house late Thursday near the intersection of S.W. Huntoon and Plass, Topeka police said.

The victim, age and gender of the passenger and the car's driver weren't being made public Friday morning.

Police were called about 11:22 p.m. Thursday to the crash scene, said Topeka police Sgt. Shawn Deines.

The passenger died after being taken to a Topeka hospital, Deines said.

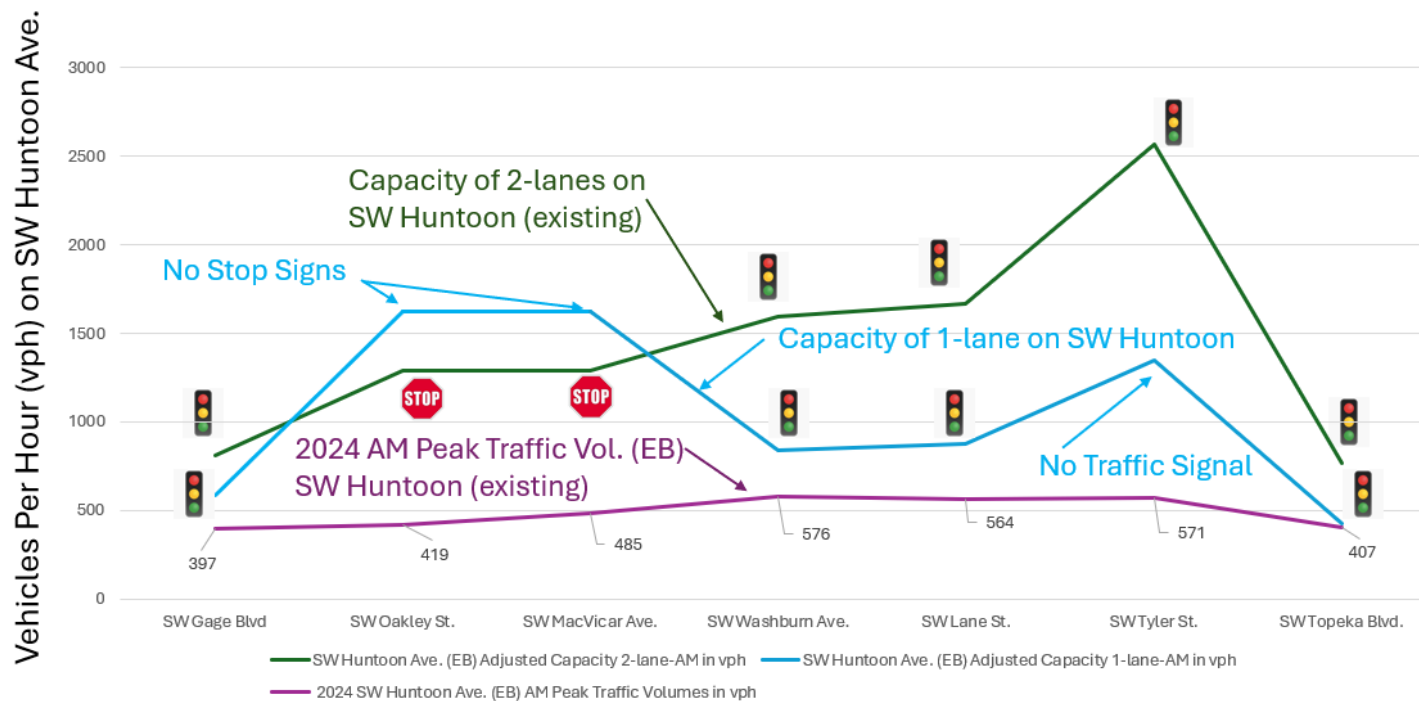
The tragic fatality accident at Huntoon and Plass in August 2024 highlights the need for safety improvements, such as traffic calming measures, along the corridor.




The project team analyzed City of Topeka crash data from the years 2019-2024 (4.5 years). The heatmap above displays crash/collision data collected as part of that effort.

HUNTOON STREET – GAGE TO HARRISON

SW Huntoon Ave. (EB) Traffic Volume vs. Capacity 2-lane vs. 1-lane

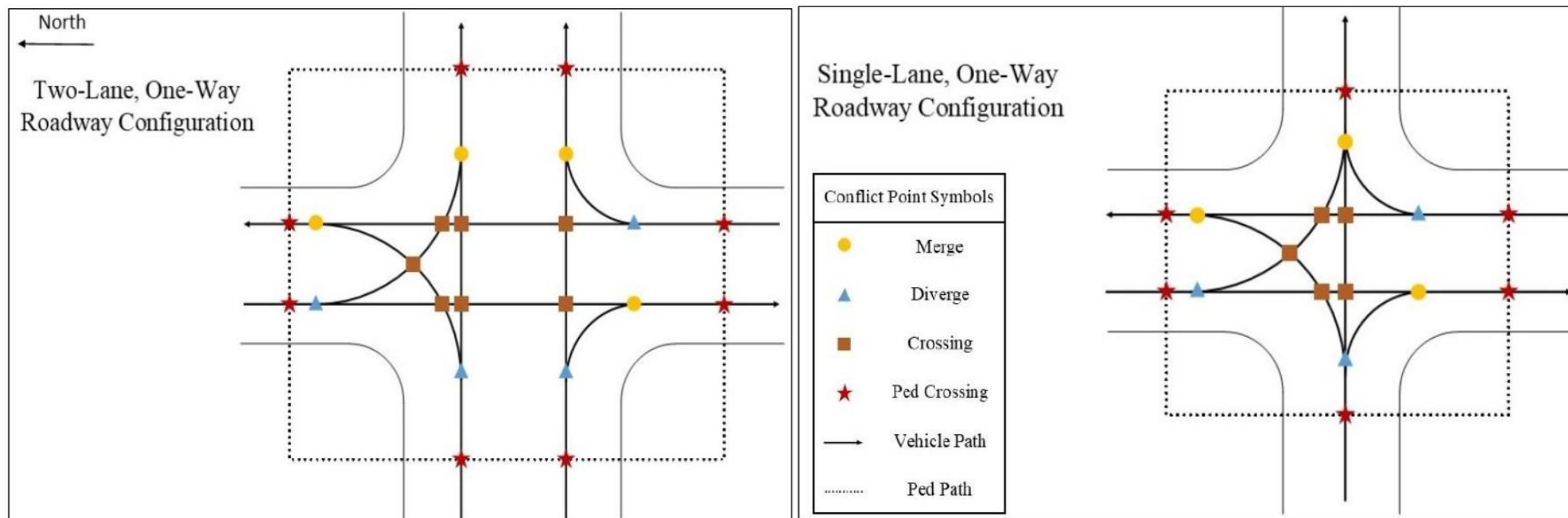


RESULTS:

Only One (1) Thru Lane is needed on SW Huntoon Ave. from SW Gage to SW Topeka

HUNTOON STREET – GAGE TO HARRISON

Intersection Conflict Points – 2-lane vs. 1-lane



HUNTOON STREET – GAGE TO HARRISON

Intersection Conflict Points – 2-lane vs. 1-lane

SAFETY ANALYSIS - CONFLICT POINTS			
Conflict Type	Number of Conflict Points		Percent Reduction
	2 driving lanes	1 driving lane	
Merge	110	92	16%
Diverge	109	91	17%
Crossing	134	94	30%
Pedestrian Crossing	265	191	28%
Total	618	468	24%

HUNTOON STREET – GAGE TO HARRISON

CITY OF TOPEKA FUTURE ROADWAY MAINTENANCE

MAINTENANCE 1 DRIVING LANE

2039	2049	2059	2069	TOTAL
\$299,749	\$1,232,507	\$656,788	\$4,182,649	\$6,371,693
UBAS	Mill & Overlay	UBAS	Full-depth replacement	

MAINTENANCE 2 DRIVING LANES

2039	2049	2059	2069	TOTAL
\$599,499	\$2,465,014	\$1,313,576	\$8,365,298	\$12,743,387
UBAS	Mill & Overlay	UBAS	Full-depth replacement	

*Driving lane maintenance assumed to be on asphalt driving surface only

UBAS – Ultrathin Bonded Asphalt Surface

HUNTOON STREET – GAGE TO HARRISON

City of Topeka Utilities

- Sanitary
 - \$400,000 to \$600,000
 - Eligible for funding by Shawnee County sales tax funds
- Water
 - \$2.7 million to \$6.3 million
 - Eligible for funding by Shawnee County sales tax funds
- Storm
 - \$1.5 million estimated construction cost
 - Included in overall roadway construction cost estimate

HUNTOON STREET – GAGE TO HARRISON

Project Public Involvement to date

- **12th St. Post-Construction Community Meeting**
 - Thursday, June 20th, 2024 @ Topeka & Shawnee County Public Library
- **Huntoon St. Community Open House**
 - Tuesday, July 23rd, 2024 @ Topeka & Shawnee County Public Library
- **Huntoon St. Public Meeting #1**
 - Monday, September 9th, 2024 @ Topeka & Shawnee County Public Library
- Ongoing meetings with local businesses and neighborhood associations

HUNTOON STREET – GAGE TO HARRISON

PUBLIC MEETING #1 SURVEY

Option 1 – Street Maintenance Only (No Complete Streets Elements)

Chosen by 3% of respondents

What you get

- Utility work
- Replace and repair pavement
- Sidewalk infill
- Mill and overlay roadway
- 3 years of construction

What you don't get

- NO complete street elements
- NO street lighting
- NO shared use path
- NO roadway and pedestrian safety improvements
- NO improvements to private drives

Estimated \$7 to 9 million for construction (2024 dollars)

HUNTOON STREET – GAGE TO HARRISON

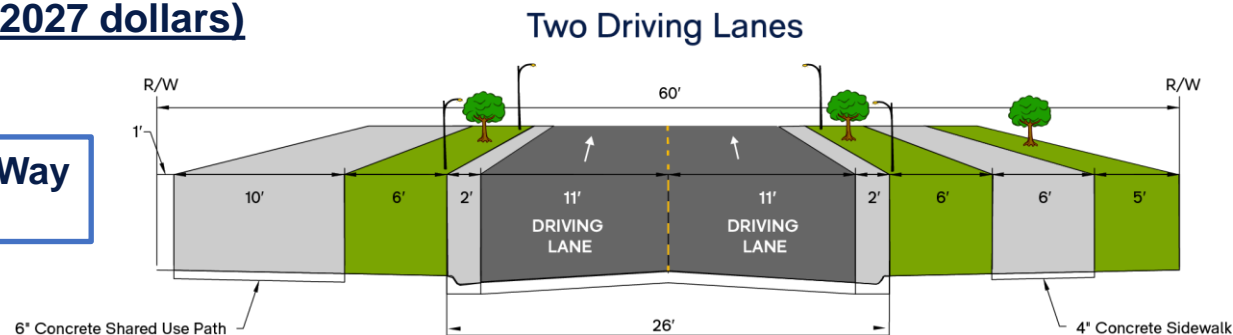
PUBLIC MEETING #1 SURVEY

Option 3 – Full Design with Two-Lane Road and Complete Streets Elements

Preferred option by 20% of survey respondents

- New roadway and storm sewer
- Shared-use path, sidewalks & ramps
- NO on-street parking, NO bike lane
- Street lighting, landscaping and new traffic signals
- Driver and pedestrian safety improvements to intersections
- **Estimated \$12.7 million for construction (2024 dollars)**
- **Estimated \$14.2 million for construction (2027 dollars)**
- Construction budget - \$15.9 million

Typical section fits within existing Right-of-Way from Gage to Topeka Blvd.



HUNTOON STREET – GAGE TO HARRISON

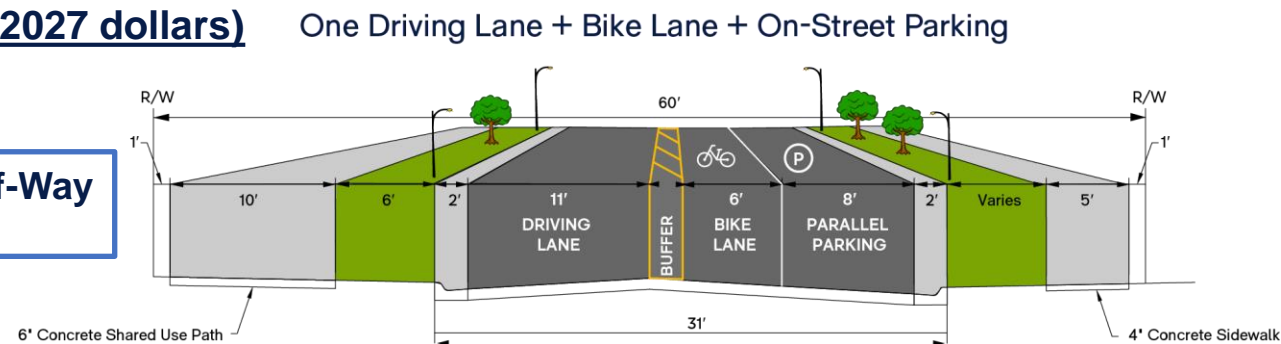
PUBLIC MEETING #1 SURVEY

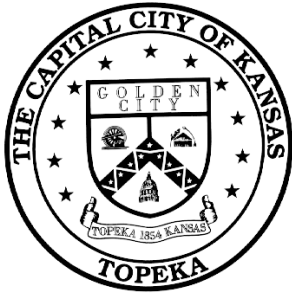
Option 2 – Full Design with Single-Lane Road and Complete Streets Elements

Preferred option by 77% of survey respondents

- New roadway and storm sewer
- Shared-use path, sidewalks & ramps, bike lane, and on-street parking
- Street lighting & landscaping
- New traffic signals
- Driver and pedestrian safety improvements to intersections
- **Estimated \$13.3 million for construction (2024 dollars)**
- **Estimated \$14.9 million for construction (2027 dollars)**
- Construction budget - \$15.9 million

Typical section fits within existing Right-of-Way from Gage to Topeka Blvd.





CITY OF TOPEKA

CITY COUNCIL
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E-mail: councilassist@topeka.org
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EXCERPT

CITY OF TOPEKA, Topeka, Kansas, Tuesday, October 15, 2024. The Public Infrastructure Committee members met at 11:00 A.M. with the following Committee members present: Sylvia Ortiz (Chair), and David Banks. Absent: Committee member Neil Dobler.

The following is an excerpt of the draft minutes from the meeting:

DISCUSSION ONLY. NO ACTION. Huntoon St Project No. 701028.00.

Huntoon St Project No. 701028.00

Braxton Copley, Assistant City Manager, stated the need to discuss and establish a preliminary design with an overall high-level cost estimate and also get public engagement for the Huntoon Street Project (Gage to Harrison Avenue). Bartlett & West, 1200 SW Executive Drive, in Topeka was contracted as the consultant.

Jeff Lolley, Project Manager, with Bartlett & West provided a presentation for the Huntoon Street Project -Gage to Harrison Avenue.

- (1) Existing pavement conditions report (2) Existing Utility Review (3) Traffic study.
- Utilities Considered: (1) Sanitary; costs \$400,000 to \$600,000 (2) Water; \$2.7 million to \$6.3 million (3) Storm; \$1.5 million estimated construction costs.
- Safety analyses was conducted and after review of the traffic levels it indicated that a single lane design will improve safety for drivers, pedestrians, and cyclists along SW Huntoon Ave. from SW Topeka Blvd and SW Gage Blvd.
- Public involvement meetings held; (1) June 20th, 2024 at Topeka & Shawnee County Public Library (2) July 23rd, 2024 @ Topeka & Shawnee County Public Library (3) September 9th, 2024 at Topeka & Shawnee County Public Library.

Public Meeting Survey:

- 77% of respondents voted for Option 2 – Full Design with Single-Lane Road and Complete Streets Elements
- 20% of respondents voted for Option 3–Full Design with Two-Lane Road and Complete Streets Elements
- 3% of respondents voted for Option 1–Street Maintenance Only (No Complete Streets Elements)

- Street Maintenance Only Option; 2024 Estimated \$7 million to \$9 million for construction-Including replacement of existing utilities and install new utilities, replace and repair pavement, sidewalk infill, overlay of roadway, time line 3 years of construction. It does not include; street elements, lighting, shared use path, pedestrian improvement, or private drives
- Reconstruction Option; New roadway/storm sewer, shared path/sidewalks/ramps/bike lane/on-street parking, street lighting, landscaping, traffic signals, safety improvements to intersections. 2024 estimated at \$13.4 million for construction with 2027 estimated at \$14.9 million
- City of Topeka CIP construction budget in 2024 is \$15.9 million

Committee Chair Ortiz asked Jeff Lolley how many businesses attended the public meetings and how many surveys were collected. He reported 5-6 businesses attended public meetings and there were 60 surveys that responded. She expressed the importance of watching the budget and taking full consideration for ways to make cuts. She also inquired about the current Pavement Condition Index (PCI). Braxton Copley stated he would get that report to Ortiz for Huntoon Street.

Councilmember Hoferer inquired about locations of the cores that were extracted from the pavement. Jeff Lolley confirmed all different locations were reviewed. She also asked about the alley entries. Lolley responded that they are replaced up to the right away of the street. She stated she does not support 8-10 foot shared use paths and spoke to the difficulty that emergency responders or large trucks have with raised islands. Lolley stated that it will be the plan to preserve existing parking and minimize disruption and costs. Hoferer added she does support completing the underground utilities.

Councilmember Marcus Miller stated that he spoke to many citizens from the College Hill area and they were in support of the project.

Committee member David Banks and Councilmember Michelle Hoferer expressed their thoughts about bike trails and that there are already many trails in Topeka.

Braxton Copley, Assistant City Manager, stated that the intent is to take this information to the Governing Body on November 12th to get guidance on what the design contract will entail. Options are (1) Do nothing (2) Maintenance work with mill and overlay (3) Full depth reconstruction.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
November 12, 2024

DATE: November 12, 2024
CONTACT PERSON: Councilmember Spencer Duncan, Policy and Finance Committee Chairperson
DOCUMENT #:
SECOND PARTY/SUBJECT: 2025 Legislative Agenda
PROJECT #:
CATEGORY/SUBCATEGORY: 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION regarding the 2025 City of Topeka Legislative Agenda. *(The Policy and Finance Committee recommended approval on October 22, 2024.)*

(Proposed priorities relate to Finance and Taxation, Public Safety Welfare, Community and Economic Development.)

VOTING REQUIREMENTS:

Discussion only. Action requires at least six (6) votes of the Governing Body.

POLICY ISSUE:

Whether to determine the City's legislative priorities for the 2025 legislative session.

STAFF RECOMMENDATION:

Discussion only. Staff recommends approval of the resolution when considered.

BACKGROUND:

The Policy and Finance Committee held a meeting on October 22, 2024 and recommended approval of the proposed resolution by a vote of 3-0-0.

New items being proposed include the following:

- Sales Tax: The City of Topeka to have voter approved local sales taxes without interference from the

county and continue to be able to determine voter-approved local sales tax allocations.

- Property Tax Valuation: City of Topeka has a vested interest in an equitable and sustainable valuation system to include using a rolling average system.
- Revenue Neutral Process: The State of Kansas should be transparent and abide by the same limitations, restrictions, and requirements which includes taking a vote to exceed the revenue neutral rate. Ask the State to work together on innovative approaches to reduce property taxes.
- Housing: Giving support for legislation allowing cities to require mandatory inspection for landlords plus giving cities additional tools to deal with vacant and abandoned housing.
- Firefighter Helmet Cameras: Support the ability of local governments to determine when and how helmet cameras and drone audio/visual recordings will be used.
- Law Enforcement Officer Age Requirement: Allow individuals to enter the law enforcement academy if the individual will meet the current minimum age of 21 when the individual graduates from the academy.
- Metropolitan Topeka Airport Authority (MTAA): Supports legislative to receive a budgetary appropriation for expansion into the field of aircraft maintenance, repair and overhaul (MRO).
- Local Government Employment Grants: Supports legislation to create programs that incentive individuals in hard to fill professions.
- CROWN Act: Supports the State to pass Creating A Respectful and Open World for Natural Hair Act.

BUDGETARY IMPACT:

To be determined based on priorities.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

Resolution

Policy & Finance Committee Meeting Minutes Excerpt (October 22, 2024)

Policy & Finance Committee Report (October 22, 2024)

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by the members of the Policy and Finance Committee
4 relating to the City of Topeka's legislative agenda for the 2025
5 legislative session.
6

7 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
8 CITY OF TOPEKA, KANSAS, that the following is hereby adopted as the City of Topeka's
9 legislative agenda for the 2025 legislative session:

10 **Home Rule.** Consistent with the Home Rule Amendment of the Kansas
11 Constitution approved by voters in 1960, our local Governing Body, as the body closest
12 to the people, is in the best position to make decisions for our community, particularly in
13 regards to local tax and revenue decisions. The City of Topeka strongly supports
14 legislation that respects our constitutional home rule authority.

15 **Finance & Taxation.**

16 (1) Business Competition. We strongly oppose any state-imposed limits on the taxing
17 and spending authority of cities and legislation that seek to exempt/waive property
18 taxes for some businesses at the expense of the tax base as a whole on the basis
19 of competition.

20 (2) Sales Tax. As the majority of commerce occurs inside city limits, cities should be
21 able to impose voter-approved local sales taxes without interference from the
22 county. The City of Topeka should continue to be able to determine voter-
23 approved local sales tax allocations. While the legislature is granted authority to
24 make decisions relating to statewide sales tax, local voters and their elected
25 officials are vested with that authority for local sales tax. Any sales tax exemptions
26 considered by the legislature should only apply to the state portion of sales tax and

27 not eliminate voter-approved local sales taxes.

28 (3) Unfunded Mandates. If the state or federal governments seek to promote particular
29 policy objectives, such mandates should be accompanied by an appropriate level
30 of funding.

31 (4) Property Tax Valuation. The City of Topeka has a vested interest in an equitable
32 and sustainable valuation system. The State should reexamine property valuation
33 laws in Kansas and, in cooperation with local governments, modernize the
34 residential and commercial valuation system. This should include looking at using
35 a rolling average system, similar to that used in Kansas agriculture property
36 valuations.

37 (5) Revenue Neutral Process. All property taxing authorities, including the State should
38 be transparent, and abide by the same limitations, restrictions, and requirements, this
39 includes taking a vote to exceed the revenue neutral rate and looking at all options to
40 decrease the state-wide mill levy. We ask the State to work together with us on
41 innovative approaches to reduce property taxes.

42 **Public Safety Welfare.**

43 (1) Housing. Recognizing that residents have a right to live in safe, affordable,
44 housing, we support legislation allowing cities to require mandatory inspections
45 for landlords accepting public funds, strengthening protections for enforcement of
46 equitable interest in contract for deed arrangements, and giving cities additional
47 tools to deal with vacant and abandoned housing in order to decrease blight in
48 neighborhoods and return houses to productive use.

49 (2) Mental Health. We support allocating additional resources for mental health
50 programs, including establishment of a state mental health facility in Topeka to

51 provide additional bed space for patients with mental health issues.

52 (3) Medicaid Expansion. Kansas is one of only 11 states that has not expanded
53 Medicaid eligibility which is supported by 7 out of 10 Kansas voters. We urge the
54 Legislature to do so in order to provide health care to individuals who cannot afford
55 to access these services.

56 (4) Homelessness. We support allocating a portion of the budget surplus to help
57 cities address homelessness and its underlying causes which include a lack of
58 affordable housing and social services.

59 (5) Firefighter Helmet Cameras. We support the ability of local governments to
60 determine when and how helmet cameras and drone audio/visual recordings will be
61 used by firefighters in the course of responding to public safety calls including the
62 regulation of public access to those recordings, balancing the needs of public safety
63 professionals and the individuals whose images and sounds are captured in the
64 recordings.

65 (6) Law Enforcement Officer Age Requirement. We support efforts to allow
66 individuals to enter the law enforcement academy if the individual will meet the
67 current minimum age of 21 when the individual graduates from the academy.

68 (7) Minimum Wage. We support passage of legislation which would allow cities to
69 utilize their Home Rule power to require employers to pay wages higher than the
70 minimum wage.

71 **Community and Economic Development.**

72 (1) Broadband. The State should support efforts that invest in broadband as an
73 essential utility for the success of the community.

74 (2) Metropolitan Topeka Airport Authority (MTAA). Recognizing Topeka is located in

75 an ideal location to support NIAR initiatives in Wichita and Salina, we support
76 legislative efforts by the MTAA to receive a budgetary appropriation for expansion
77 into the field of aircraft maintenance, repair and overhaul (MRO).

78 (3) Local Government Employment Grants. Vacancies in local government positions
79 negatively impact our community causing delays in services. We support
80 legislation to create programs that incentivize individuals in hard to fill professions
81 to stay in Kansas and work in the public sector.

82 (4) CROWN Act. We support legislative efforts to pass at the state level the Creating
83 A Respectful and Open World for Natural Hair Act prohibiting race-based hair
84 discrimination.

85 **League of Kansas Municipalities**. We support the League of Kansas
86 Municipalities 2025 Statement of Municipal Policy to the extent the Policy is consistent
87 with the City's priorities and agenda, including opposing legislation limiting the City's
88 Home Rule authority.

89 ADOPTED and APPROVED by the Governing Body on _____.

90 CITY OF TOPEKA, KANSAS

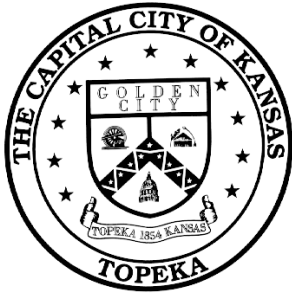
91
92
93
94

95 _____
Michael A. Padilla, Mayor

96 ATTEST:

97
98
99

100 _____
101 Brenda Younger, City Clerk



CITY OF TOPEKA

CITY COUNCIL
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Tonya Bailey, Sr Executive Assistant
Tara Jefferies, Sr Executive Assistant
E-mail: councilassist@topeka.org
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EXCERPT

HOLLIDAY 1st FLOOR CONFERENCE ROOM, Topeka, Kansas, Tuesday, October 22, 2024. The Policy & Finance Committee members met at 1:00 P.M., with the following Committee members present: Duncan (Chair), Marcus Miller, Michelle Hoferer.

The following is an excerpt of the draft minutes from the meeting:

APPROVAL by the Committee for the 2025 Legislative Agenda and get on the Governing Body Agenda November 12, 2024 Discussion item.

2025 LEGISLATIVE AGENDA

Chairman Duncan expressed his support for the 2025 Legislative Agenda and spoke to the new items that will be proposed.

- Sales Tax- The City of Topeka to have voter approved local sales taxes without interference from the county and continue to be able to determine voter-approved local sales tax allocations.
- Property Tax Valuation- City of Topeka has a vested interest in an equitable and sustainable valuation system to include using a rolling average system.
- Revenue neutral process- The State of Kansas should be transparent and abide by the same limitations, restrictions, and requirements which includes taking a vote to exceed the revenue neutral rate. Ask the State to work together on innovative approaches to reduce property taxes.
- Housing- Giving support for legislation allowing cities to require mandatory inspection for landlords plus giving cities additional tools to deal with vacant and abandoned housing.
- Firefighter Helmet Cameras- Support the ability of local governments to determine when and how helmet cameras and drone audio/visual recordings will be used.
- Law Enforcement Officer Age Requirement- Allow individuals to enter the law enforcement academy if the individual will meet the current minimum age of 21 when the individual graduates from the academy.
- Metropolitan Topeka Airport Authority (MTAA)- Supports legislative to receive a budgetary appropriation for expansion into the field of aircraft maintenance, repair and overhaul (MRO).
- Local Government Employment Grants- Supports legislation to create programs that incentive individuals in hard to fill professions.

- CROWN Act- Supports the State to pass Creating A Respectful and Open World for Natural Hair Act.

Chairman Duncan thanked City Attorney Amanda Stanley for her work on preparing the proposed resolution.

MOTION: Chairman Duncan made a motion to approve the 2025 Legislative Agenda and get on the Governing Body Agenda November 12, 2024 for Discussion. Committee member Miller seconded. Approved 3-0-0.

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee: Policy & Finance

Title: Resolution: 2025 Legislative Agenda

Date referred from Council meeting:

Date referred from Committee: October 22, 2024

Committee Action: MOTION: Chairman Duncan made a motion to approve the 2025 Legislative Agenda and get on the Governing Body Agenda November 12, 2024 for Discussion. Committee member Miller seconded. Approved 3-0-0.

Comments:

Members of Committee: Councilmembers Spencer Duncan (Chair), Marcus Miller, Michelle Hoferer

Agenda Date Requested: November 12, 2024



City of Topeka
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November 12, 2024

DATE: November 12, 2024
CONTACT PERSON: **DOCUMENT #:**
SECOND PARTY/SUBJECT: Public Comment **PROJECT #:**
Protocol
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

PUBLIC COMMENT PROTOCOL

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

Governing Body Rule 5.5

(c) **Public Comment on a specific agenda item:** Comments from members of the public concerning a specific agenda item will be heard at the time the item is considered. Persons will be limited to addressing the governing body one (1) time on a particular matter unless otherwise allowed by a vote of six (6) or more members of the governing body.

(d) **General public comment:** Requests by members of the public to speak during the public comment portion of a regular governing body meeting will be placed on the agenda on a "first-come, first-served" basis. The request should state the name of the individual(s) desiring to be heard. Each such individual shall be limited to addressing the governing body one (1) time and his or her comments shall be limited to topics directly relevant to business of the governing body; provided however, that comments pertaining to personnel and litigation matters shall not be allowed.

Procedures for Addressing the Governing Body

In accordance with Governing Body Rules 5.6 and 5.7, the following protocols for public comment apply:

- Each person shall state his or her name and city of residence in an audible tone for the record.
- All remarks shall be addressed to the Governing Body as a whole -- not to any individual member.
- In order to provide additional time for as many individuals as possible to address the Governing Body, each individual signed up to speak will need to complete his or her comments within four minutes.

The following behavior will not be tolerated from any speaker:

- Uttering fighting words
- Slander
- Speeches invasive of the privacy of individuals (no mention of names) Unreasonably Loud Speech
- Repetitious Speech or Debate
- Speeches so disruptive of proceedings that the legislative process is substantially interrupted

Any speaker who engages in this type of behavior will be warned once by the presiding office (Mayor). If the behavior continues, the speaker will be ordered to cease his or her behavior. If the speaker persists in interfering with the ability of the Governing Body to carry out its function, he or she will be removed from the City Council Chambers or Zoom meeting room.

Members of the public, Governing Body and staff are expected to treat one another with respect at all times.

Zoom Meeting Protocol

- Make sure your Zoom name, email and/or phone number matches what was submitted to the City Clerk when you signed up for public comment. Any misnamed or unauthorized users will not be admitted to Zoom.
- Please keep your mic muted and your camera off until you are called by the Mayor to give your comment.
- If you are cut off during your comment time due to an internet connection or technical issue, you will need to submit your comments in writing to the City Clerk at atcclerk@topeka.org 215 SE 7th Street, Room 012B, Topeka, KS 66603 for attachment to the minutes.
- If you break any of the public comment rules, you will receive one warning from the Mayor. If you continue any prohibited behavior, you will be removed from the Zoom meeting room and will not be allowed to rejoin.
- Public comment is limited to four minutes. You may receive an extension at the discretion of the Governing Body. The timer will be visible to you in the 'City of Topeka Admin' window on the Zoom app. Call-in users will hear one beep when a minute is remaining and then another beep when time has expired.
- Please do not share the Zoom login information with anyone. Any unauthorized users will not be admitted to the Zoom meeting room.

BUDGETARY IMPACT:

SOURCE OF FUNDING: