



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

Governing Body Agenda

March 11, 2025
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 166, 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 166, 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 - NOTO Business Improvement District Advisory Board - P. Concepcion

BOARD APPOINTMENT recommending the appointment of Pedro Concepcion to the NOTO Business Improvement District Advisory Board to fill a term ending March 11, 2027. *(Council District No. 2)*

3. PRESENTATIONS:

- Metropolitan Topeka Airport Authority Annual Update
- Parks and Recreation Update

4. CONSENT AGENDA:

- A. MINUTES of the regular meeting of March 4, 2025

- B. APPLICATIONS:

5. ACTION ITEMS:

- A. Ordinance - University Liquor Exemption

ORDINANCE introduced by City Manager Dr. Robert M. Perez, exempting certain requirements in K.S.A. 41-710 concerning distances of retail liquor stores in relation to schools, colleges or churches.

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

(Approval will allow the operation of a liquor store at 1700 SW Washburn Avenue within 200 feet of Washburn University.)

- B. Resolution - SW 21st Street and Randolph Avenue Traffic Signal Replacement Project No. 141037.02

RESOLUTION introduced by the Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler recommending approval of Project No. 141037.02 for Traffic Signal Replacement at SW 21st Street and Randolph Avenue. *(Public Infrastructure Committee recommended approval on February 18, 2025.)*

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

(Total project budget of \$443,029 for Traffic Signal Replacement at SW 21st Street and Randolph Avenue.)

- C. Resolution - NW Menninger Road from NW Green Hills Road to NW Rochester Road Project

No. 841097.06 and 501105.16

RESOLUTION introduced by the Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler recommending approval of Project Nos. 841097.06 and 501105.16 for street and utility improvements for NW Menninger Road from NW Green Hills Road to NW Rochester Road. *(Public Infrastructure Committee recommended approval on February 18, 2025.)*

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

(Total project budget of \$845,000 for street and utility improvements for NW Menninger Road from NW Green Hills Road to NW Rochester Road.)

D. Resolution - SW Roosevelt Street from 8th Avenue to 6th Avenue Project No. 841097.16 and 501105.09

RESOLUTION introduced by the Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler recommending approval of Project Nos. 841097.16 and 501105.09 for street and utility improvements for SW Roosevelt Street from 8th Avenue to 6th Avenue. *(Public Infrastructure Committee recommended approval on February 18, 2025.)*

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

(Total project budget of \$654,371 for street and utility improvements for SW Roosevelt Street from 8th Avenue to 6th Avenue.)

E. Resolution - SE Greenfield Court Project No. 841097.11

RESOLUTION introduced by the Public Infrastructure Committee comprised of Councilmembers Sylvia Ortiz, David Banks and Neil Dobler recommending approval of Project No. 841097.11 for street improvement on SE Greenfield Court. *(Public Infrastructure Committee recommended approval on February 18, 2025.)*

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

(Total project budget of \$258,000 for street improvement on SE Greenfield Court.)

6. NON-ACTION ITEMS:

A. Discussion - LB Lots, LLC - Reinvestment Housing Incentive District (RHID) Application

DISCUSSION of an application submitted by LB Lots, LLC to establish a Reinvestment Housing Incentive District and requesting that the Secretary of Commerce review the resolution and advise the Governing Body.

(Discussion no taking the first step in establishing a reinvestment housing incentive district by adopting certain findings and submitting them to the Kansas Secretary of Commerce for review.)

7. PUBLIC COMMENT:

Public comment for the meeting will be available via Zoom or in-person.

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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
March 11, 2025

DATE: March 11, 2025
CONTACT PERSON: Mayor Michael A. Padilla **DOCUMENT #:**
SECOND PARTY/SUBJECT: Noto Business **PROJECT #:**
Improvement District
Advisory Board
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Pedro Concepcion to the **NOTO Business Improvement District Advisory Board** to fill a term ending **March 11, 2027**. (*Council District No. 2*)

VOTING REQUIREMENTS:

At least five (5) votes of the City Council is required. Mayor does not vote.

POLICY ISSUE:

The purpose of the NOTO Business Improvement District Advisory board (BID) is to monitor and oversee services provided pursuant to the business improvement district act. The board shall conduct its business in accordance with City Code.

STAFF RECOMMENDATION:

Mayor Padilla nominates and recommends the appointment of Pedro Concepcion to the NOTO Business Improvement District Advisory Board (BID) to fill a term ending on March 11, 2027.

BACKGROUND:

This is a statutory board wherein the Mayor nominates and the Council has final approval. The NOTO Business Improvement District Advisory Board shall consist of five members representing businesses located in the district. Two members shall serve a one year term and three members shall serve a two year term and there are no term limits.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

P. Concepcion - Application & Resume

City of Topeka Boards and Commissions Application

Submitted on	13 February 2025, 1:31PM
Receipt number	338
Related form version	9

Profile

First Name	PEDRO
Last Name	CONCEPCION
Email Address	pedro@thewheelbarrel.com
Street Address	1624 n Jewell street
Suite or Apt	
City	TOPEKA
State	Kansas
Zip	66604
Are you a resident of the City of Topeka?	Yes
What district do you live in?	District 6
Primary Phone	7852189146
Alternate Phone	
Employer	Noto Arts & Entertainment District
Job Title	CEO
Which Board would you like to apply for?	NOTO Business Improvement District Advisory Board
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 am deeply passionate about NOTO and the vital role it plays in fostering creativity, culture, and economic growth in our community. As someone who has been actively involved in its development, I have witnessed firsthand the positive impact that the arts and small businesses have on Topeka. Serving on this board would allow me to contribute my experience, vision, and leadership to further NOTO's growth, ensuring it remains a thriving, inclusive, and innovative district. I am committed to strengthening partnerships, supporting local artists and entrepreneurs, and driving initiatives that sustain and elevate NOTO for years to come.

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 have been honored to be nominated for Topeka's Top 20 Under 40, recognizing my leadership and dedication to the community. My civic engagement includes serving on the Homeless Initiative Task Force. Additionally, I serve on the Riverfront Board, working to enhance Topeka's waterfront as a vibrant and sustainable space for the community. I am committed to personal and professional growth, always striving to better myself for the benefit of my district and the city as a whole.

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.)

I don't have any special licenses

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

Voluntary Self Identification

Ethnicity 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

A handwritten signature in black ink, consisting of a large, rounded initial followed by a cursive name.

[Link to signature](#)

Alternative electronic 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.

CAPITAL CITY OF KANSAS



PEDRO CONCEPCION

BUSINESS DEVELOPER / MEDIA CONTENT CREATOR

PROFILE

I love Topeka and everything it has to offer. I was raised in Chicago but fell in love with Topeka very quickly. I truly believe this city is going through a renaissance and I'm excited to help it reach its potential.

SKILLS

Detail oriented and organized, with strong communication skills.

Ability to learn quickly, prioritize, and multitask within a deadline driven environment.

Positive, outgoing, and dependable team player.

EDUCATIONAL TRAINING

Associates Degree in Applied Science
The Art Institute Of Chicago, 2005-2007
Fluent in Spanish and English

CHARACTER REFERENCES

Bob Ross- Senior Vice President of Marketing & Communication- (785)-554-9390

Thomas Underwood- Director of Noto Art & Entertainment District- (785) 408-8996

Jenny Torrence- Owner, Pinkadilly, Noto Burrito, and Serendipity (785)-438-8088

COMMUNITY SERVICE

Noto Board Member-Current
Forge Board Member-Former
Momentum 2022 Board Member-Former

HOW TO REACH ME

Phone: 785 218-9146

Email: kitsolutionstopeka@gmail.com

Address: 920 N Kansas Ave Topeka, KS 66608

LinkedIn: @Pedro Concepcion

CAREER SUMMARY

Owner of K.I.T Solutions

Developer for existing and new businesses with K.I.T Solutions 2018-Present
www.kitsolutiongroup.com

- Developed new business models for all types of clients from restaurants to boutiques
- Assist new and existing business on organic and paid growth.
- Assist in creating programs to assist clients

Example: Call A friend, Coffee On Us, Let's Talk Strategy

- Assist clients in ways to find the resources or income to help their business
- Create partnerships to maximize business owner growth
- Coordinate social media and content for new and existing clients
- Analyze possibilities of investment for the company

Part Owner of Onyx Salon & Wellness Spa 2017-Present

www.onyxnoto.com

- Manage all aspects of the business, including: sales, budget management, scheduling, purchase orders, special events, inventory, supplies, e-mail, social media, marketing, store/building maintenance, and displays.

Part Owner of Onyx Wellness Cafe 2020-Present
www.onyxnoto.com

- Manage all aspects of the business, including: sales, budget management, scheduling, purchase orders, special events, inventory, supplies, e-mail, social media, marketing, store/building maintenance, and displays.

Aims Strategies 2017-2019
aimstrategiesllc.com

- Create profitable models for the restaurants from food menu to kitchen staffing (The Pennant) managed 22 kitchen employees to execute daily tasks
- Created kitchen layout and logistics to successfully launch restaurant



**City of Topeka
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Topeka, Kansas 66603
www.topeka.org
March 11, 2025**

DATE: March 11, 2025
CONTACT PERSON: Curtis Sneden, Director of Development;
Amanda Stanley, City Attorney
SECOND PARTY/SUBJECT: MTAA Annual Update and Parks and Recreation Update
PROJECT #:
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

- Metropolitan Topeka Airport Authority Annual Update
- Parks and Recreation Update

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

Aviation in SNCO Presentation
Parks and Recreation Presentation



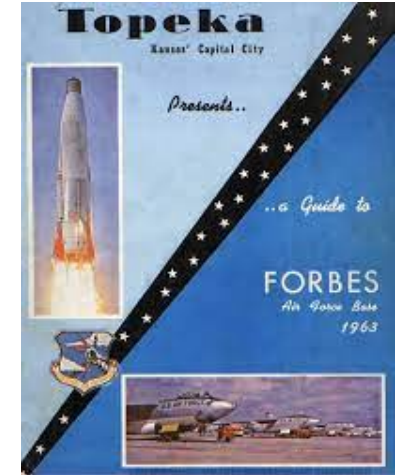
Aviation in Shawnee County

Mike Munson, Eric Johnson &
Curtis Sneden
March 11, 2025



- MTAA created by City of Topeka in 1974 following deactivation of Forbes Air Force base
- In 1978, City-County airport authority created to:

Acquire, own, maintain, operate, improve and dispose of ... properties ... essential, suitable or desirable for the development, improvement, operation and maintenance of public airport facilities.



MTAA is responsible for:



Topeka
Regional
Airport



Philip
Billard
Airport



Topeka Regional
Business Center

MTAA Board of Directors

Mike
Munson,
Chair

Brian
Armstrong

Michael
Odupitan

Carlos
Cortez

Sam Sutton

Appointed by the County

Appointed by the City

Eric
Johnson,
President

MTAA Board of Directors

In 2025, MTAA Board:

- Updated Bylaws
- Adopted a Code of Conduct
- Established New Committees – Budget & Finance, Economic Development, Operations & Maintenance



MTAA Team

Eric
Johnson,
President

Police &
Fire
(31)

Airport
Ops

Maint.
(12)

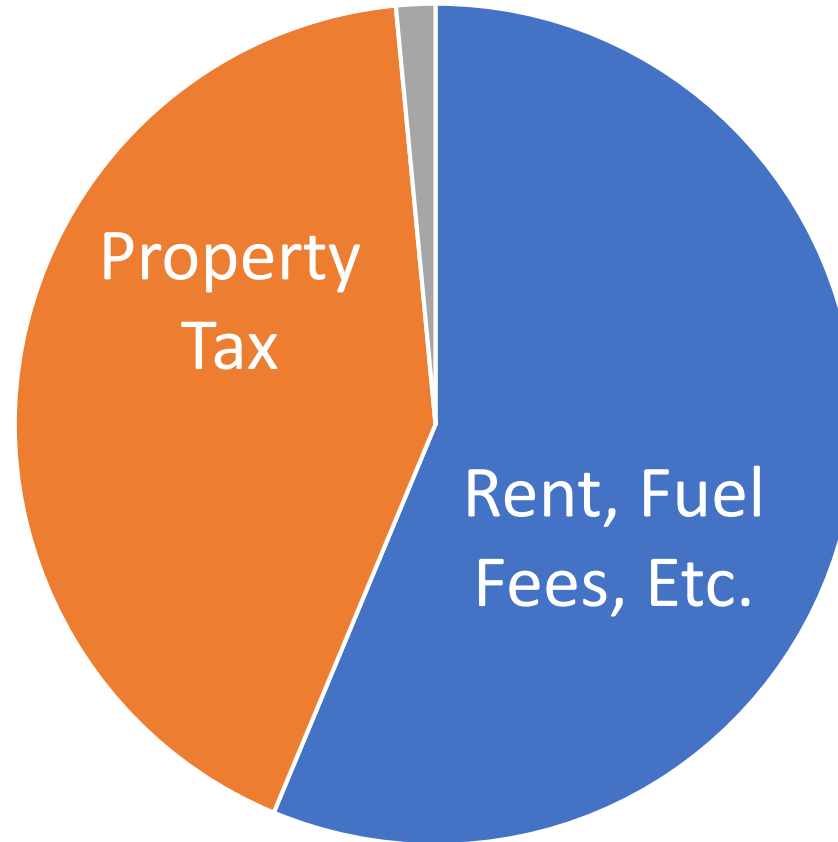
Billard
Services
(6)

Admin &
Finance
(4)

EcoDevo
(2)

Sources of Revenue

- ✓ Manage assets to optimize return on tax dollars
- ✓ Work toward financial self-sustainability



- ✓ Properties available to all types of aeronautical activity

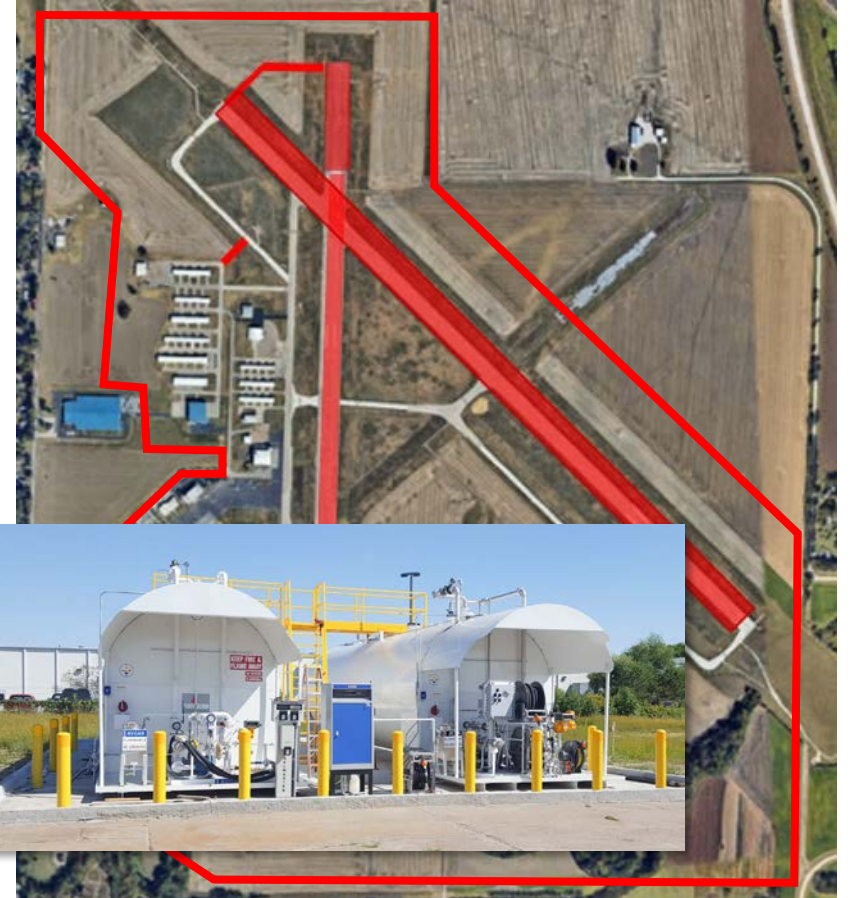
Update: Philip Billard Airport

- ✓ New Terminal Building & SKY Restaurant
- ✓ Fixed-Based Operator - increased military traffic
- ✓ Improved and expanded maintenance operation
- ✓ T-Hangar repairs and restorations



Ahead: Philip Billard Airport

- ✓ Flight Academy
- ✓ New Fuel Farm with Self-fueling
- ✓ Multiple Runway and Taxiway Improvements
- ✓ Complete Perimeter Fence



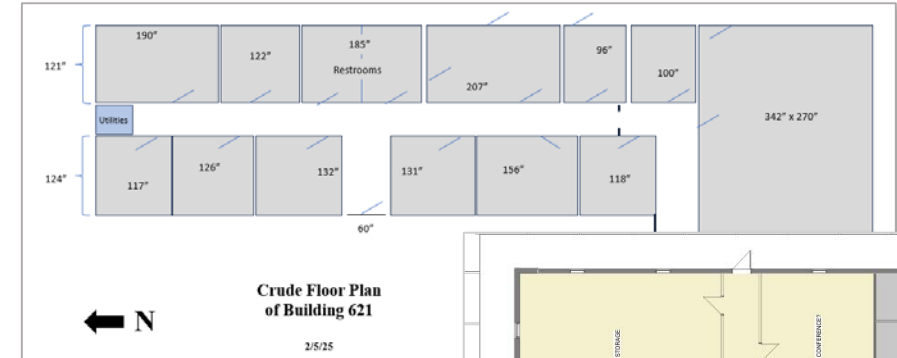
Update: Topeka Regional

- ✓ New Fuel Farm
- ✓ Taxiway Alpha-Delta Project nearing completion – linkage to KC 46
- ✓ 2024 Thunder Over the Heartland
- ✓ Vaerus Expansion
- ✓ Growth in rental income



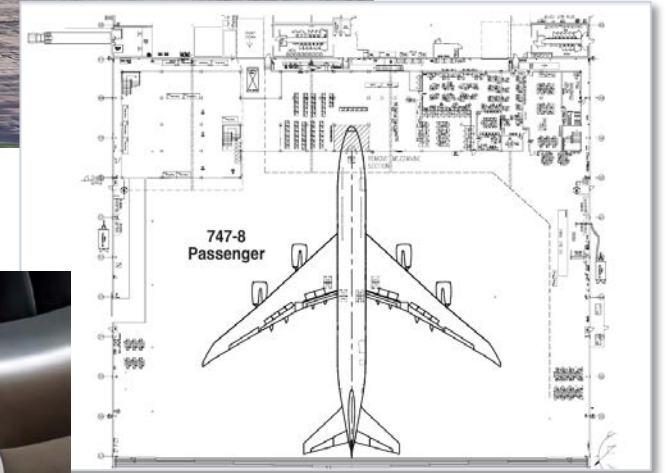
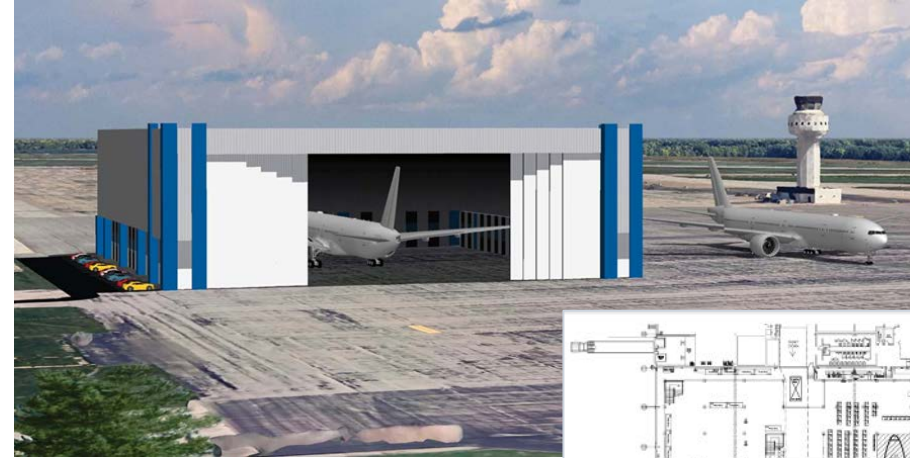
Ahead: Topeka Regional

- ✓ Ongoing Renovations
- ✓ Office remodel
- ✓ OLDCC & Kansas Dept. of Commerce



Ahead: Topeka Regional

- ✓ MRO Hangar Project
- ✓ Commercial Air Service



GET THERE FROM HERE

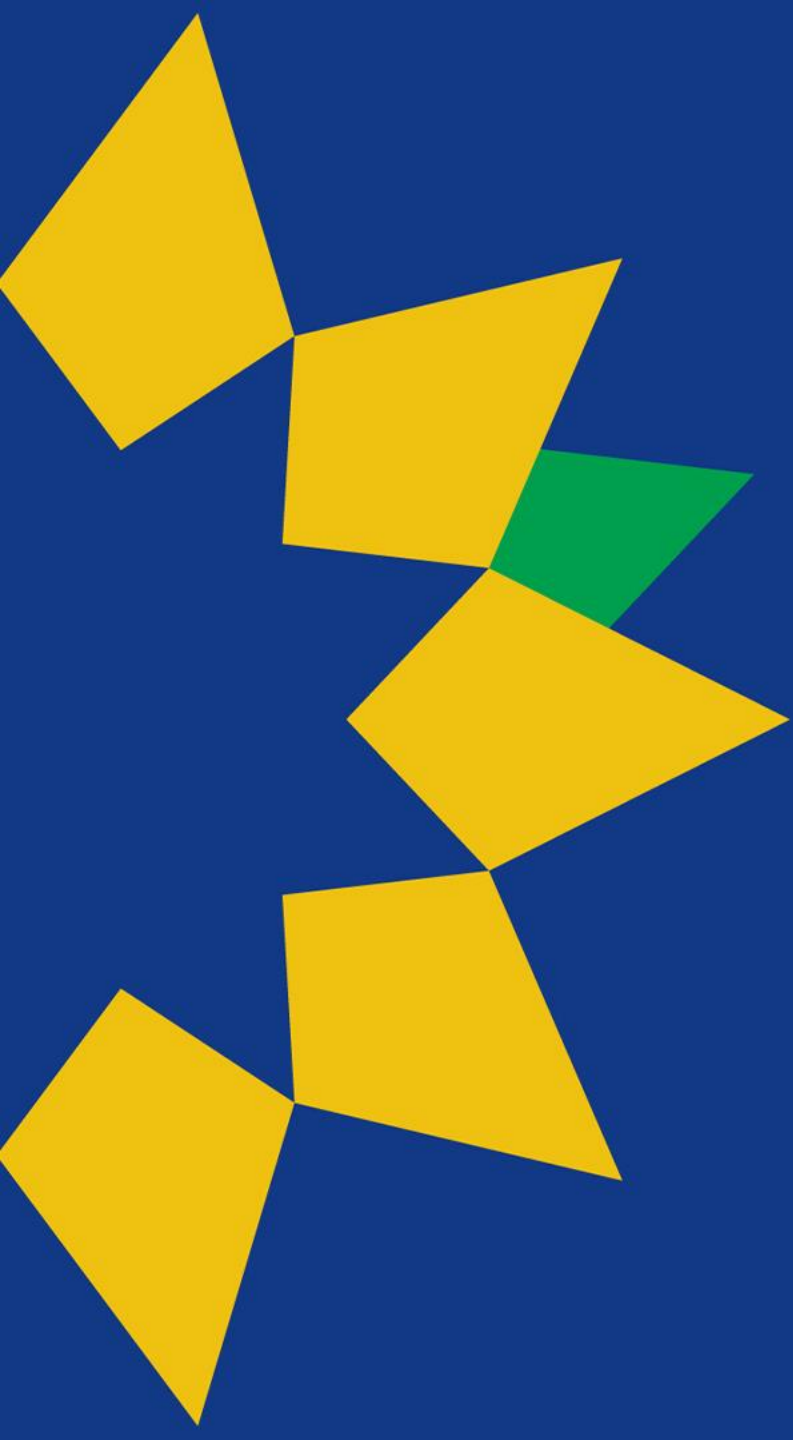
ANNIVERSARY

This time IS different.

MTAA
METROPOLITAN TOPEKA AIRPORT AUTHORITY
TOPEKA REGIONAL AIRPORT & BUSINESS CENTER | BILLARD AIRPORT

A promotional banner for the Metropolitan Topeka Airport Authority (MTAA). It features a globe with the word "ANNIVERSARY" partially visible, and three panels showing different cityscapes. The text "GET THERE FROM HERE" is prominently displayed in white. Below the panels, it says "This time IS different." and the MTAA logo and name are at the bottom.





CITY OF
TOPEKA



Parks and Rec

Topeka and Shawnee County Consolidation

After discussions over a span of several years (1991, 1994, 2003) regarding the potential consolidation of the City and County parks and recreation departments, a joint City-County resolution and contract was approved in the summer of 2011 expressing the intention of the governing bodies to consolidate their parks and recreation departments effective January 1, 2012.

City of Topeka Resolution No. 8357 and Shawnee County Resolution No. 2011-129

City of Topeka Contract No. 41460 and Shawnee County Contract No. C304-2011



Intentions of Consolidation

- To eliminate duplication that existed in the operations, procedures and functions of the parks and recreation departments to more efficiently and effectively serve the needs of the constituents by consolidating the City of Topeka Parks and Recreation Department and Cypress Ridge Golf Course with the Shawnee County Parks and Recreation Department
- The Plan Excluded the Topeka Zoological Park and the Forestry Division



- The contract provided for the conveyance of parks property, the process for transferring personnel, the creation of the parks and recreation advisory board and funding expectations.
- All park property was conveyed subject to a restriction that the property shall be used only for park and / or recreational purposes
- All deeds contain a reversionary clause to require the property revert back to the city if no longer used as a park and/or recreational purposes or if it is proposed to be sold or otherwise conveyed by the County; special language with Gage Park to comply with deed restrictions



- After 1/1/2012, the County became solely responsible for all maintenance and upkeep of the properties transferred
- County also responsible for the administration of the acquisition of parkland or parkland development fees pursuant to TMC 18.40.130
- City responsible for continued ordinance enforcement and law enforcement service
- Provisions were made for the transfer of City funds associated with the parks and for continued financial operational support through 2015



Amendment 1 - Changes to the Shawnee County Parks and Recreation Advisory Board

City of Topeka Contract No. 41525 and Shawnee County Contract No. C313-2011

- Increases the total number of members of the board from 7 to 15; 9 are appointed by City Council; 6 appointed by County Commission
- Changes the selection process from mayoral appointment to appointment by the Council, with each council member nominating one person
- Created staggered terms of office
- All terms end in July of the respective year and members shall not serve beyond the end of their appointed term



Amendment 2 – Provisions regarding transferring of employees

City of Topeka Contract No. 41666 and Shawnee County Contract No. C388-2011





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Topeka, Kansas 66603
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March 11, 2025

DATE: March 11, 2025
CONTACT PERSON: Mat Mullen, Senior Attorney **DOCUMENT #:**
SECOND PARTY/SUBJECT: University Liquor **PROJECT #:**
CATEGORY/SUBCATEGORY: 014 Ordinances – Non-Codified / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: Discussion 03-04-25. **JOURNAL #:**
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by City Manager Dr. Robert M. Perez, exempting certain requirements in K.S.A. 41-710 concerning distances of retail liquor stores in relation to schools, colleges or churches.

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

(Approval will allow the operation of a liquor store at 1700 SW Washburn Avenue within 200 feet of Washburn University.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to approve the exemption allowing for the operation of a liquor store.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the ordinance.

BACKGROUND:

Business was denied a retail liquor license because state law prohibits liquor stores from operating within 200 feet of a school, college or church. However, there is a provision that provides the governing body of the municipality the power to allow, by ordinance, the business to operate.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Ordinance - University Liquor exemption

1 (Published in the Topeka Metro News _____)
2

3 ORDINANCE NO. _____
4

5 AN ORDINANCE introduced by City Manager Dr. Robert M. Perez, exempting certain
6 requirements in K.S.A. 41-710 concerning distances of retail liquor
7 stores in relation to schools, colleges or churches.
8

9 WHEREAS, University Liquor leases property located at 1700 SW Washburn
10 Avenue desires to occupy a portion of the building and open a retail liquor store; and

11 WHEREAS, University Liquor applied for a retail liquor license with Kansas
12 Department of Revenue Alcohol Beverage Control and was denied a license due to the
13 location of the building being within 200 feet of Washburn University; and

14 WHEREAS, K.S.A. 41-710 prohibits retail stores, microbreweries,
15 microdistilleries or farm wineries from operating within 200 feet of any public or
16 parochial school or college or church; and

17 WHEREAS, K.S.A. 41-710(d) grants a City the ability by ordinance to allow a
18 retailer, microbrewery, microdistillery or farm winery not meeting the 200 feet distance
19 requirement to operate if located in a core commercial district; and

20 WHEREAS, the property at 1700 SW Washburn Avenue is located in a C-2
21 Commercial District and, pursuant to TMC Section 18.60.010, "liquor sales, packaged
22 goods" is an allowed use on property zoned C-2 Commercial; and

23 WHEREAS, the Governing Body, upon the recommendation of City staff, desires
24 to allow the operation of a retail liquor store at 1700 SW Washburn Avenue pursuant
25 K.S.A. 41-710(d).

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

27 Section 1. The Governing Body finds that 1700 SW Washburn Avenue is

28 located in a “core commercial district” as defined by K.S.A. 12-17,122(b).

29 Section 2. The Governing Body, pursuant to K.S.A. 41-710(d), waives the
30 distance requirement for the operation of a retail liquor store within 200 feet of any
31 public or parochial school or college or church and by ordinance allows such retail liquor
32 store to operate at the address of 1700 SW Washburn Avenue.

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

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

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

40 PASSED AND APPROVED by the Governing Body on _____.

41
42 CITY OF TOPEKA, KANSAS

43
44
45
46 _____
47 Michael A. Padilla, Mayor

48 ATTEST:

49
50
51
52 _____
53 Brenda Younger, City Clerk



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Topeka, Kansas 66603
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March 11, 2025

DATE: March 11, 2025
CONTACT PERSON: Steve Groen, Public Works Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Traffic Signal Replacement SW 21st Street and Randolph Avenue
PROJECT #: 141037.02
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 recommending approval of Project No. 141037.02 for Traffic Signal Replacement at SW 21st Street and Randolph Avenue. (*Public Infrastructure Committee recommended approval on February 18, 2025.*)

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

(*Total project budget of \$443,029 for Traffic Signal Replacement at SW 21st Street and Randolph Avenue.*)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to adopt the Public Infrastructure Committee's recommendation.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

The Governing Body adopted a Resolution approving the 2024-2033 Capital Improvement Program and the 2024-2026 Capital Improvement Budget (Resolution No. 9425). The Resolution requires Governing Body approval for

projects that are ready for construction and whose total project budget exceeds \$250,000. At its meeting on February 18, 2025, the Public Infrastructure Committee recommended approval of project no.141037.02 for Traffic Signal Replacement at SW 21st Street and Randolph Avenue.

BUDGETARY IMPACT:

\$443,029

SOURCE OF FUNDING:

General Obligation Bonds

ATTACHMENTS:

Description

Resolution & Exhibit A

PI Committee Referral Report (February 18, 2025)

PI Committee Meeting Minutes Excerpt (February 18, 2025)

SW 21st St.& Randolph Map

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by Public Infrastructure Committee comprised of
4 Councilmembers Sylvia Ortiz, David Banks and Neil Dobler
5 recommending approval of Project No. 141037.02 for Traffic Signal
6 Replacement at SW 21st Street and Randolph Avenue.
7

8 WHEREAS, the Governing Body adopted a Resolution approving the 2025-2034
9 Capital Improvement Program and the 2025-2027 Capital Improvement Budget (Resolution
10 9520); and

11 WHEREAS, the Resolution requires Governing Body approval for projects that are
12 ready for construction and whose total project budget exceeds \$250,000; and

13 WHEREAS, on February 18, 2025, the Public Infrastructure Committee
14 recommended approval of the project(s).

15 NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE
16 CITY OF TOPEKA, KANSAS, that Project No. 141037.02 for Traffic Signal Replacement at
17 SW 21st Street and Randolph Avenue, as further described in Exhibit A is hereby
18 approved.

19 ADOPTED and APPROVED by the Governing Body on _____.

20 CITY OF TOPEKA, KANSAS

21
22
23
24
25 _____
Michael A. Padilla, Mayor

26 ATTEST:

27
28
29
30 _____
31 Brenda Younger, City Clerk

EXHIBIT A

Capital Improvement Project Final Approval								
Project Name:	SW 21st St and Randolph	The Traffic Signal Replacement Program provides for the replacement of traffic signals located throughout the City. This project will include replacement of the traffic signal, in addition to PROWAG-required updates to sidewalks, ramps, ped signals, etc.						
Main Project Number:	141037.02							
Project Manager:	Joseph Harrington							
Event	Target Date							
Estimated Construction Year	2025							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Funding Source</th> <th style="width: 40%;">Final Estimate</th> </tr> </thead> <tbody> <tr> <td>GO Bonds</td> <td style="text-align: right;">\$ 443,029</td> </tr> <tr> <td>Totals</td> <td style="text-align: right;">\$ 443,029</td> </tr> </tbody> </table>			Funding Source	Final Estimate	GO Bonds	\$ 443,029	Totals	\$ 443,029
Funding Source	Final Estimate							
GO Bonds	\$ 443,029							
Totals	\$ 443,029							

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee: Public Infrastructure

Title: RESOLUTION - recommending funding allocations for the 2025 Traffic Signal Project - SW 21st & Randolph Project No. 141037.02

Date referred from Council meeting:

Date referred from Committee: February 18, 2025

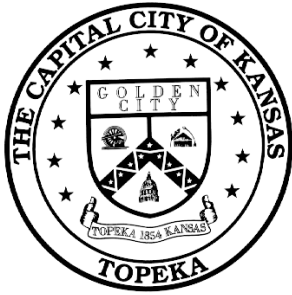
Committee Action: MOTION: Committee member Ortiz made a motion to approve the request. Committee member Dobler seconded. Approved 3-0-0.

Comments:

Amendments:

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

Agenda Date Requested: March 11, 2025



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, February 18, 2025. The Public Infrastructure Committee members met at 11:00 A.M. with the following Committee members present: Sylvia Ortiz, David Banks (Chair) and Neil Dobler.

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

APPROVAL of the Resolution recommending approval of Project No. 141037.02 for Traffic Signal Replacement at SW 21st Street and Randolph Avenue.

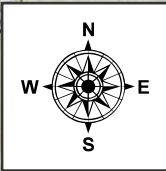
SW 21st St. & Randolph Ave. Project No. 141037.02 (traffic signal)

Public Works Director Steve Groen spoke to the area at SW 21st Street and Randolph Avenue, the Traffic Signal Replacement Program will provide replacement of the traffic signal. The project will also include updates to sidewalks, ramps and a pedestrian signal. It will be funded through the GO Bonds totaling \$443,029.

MOTION: Committee member Ortiz made a motion to approve. Committee chair Dobler seconded. Motion approved 3-0-0.

SW 21st St & Randolph

Project - 141037.02





City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
March 11, 2025

DATE: March 11, 2025
CONTACT PERSON: Steve Groen, Public Works Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Street and Utility Improvements for NW Menninger Road from NW Green Hills Road to NW Rochester Road.
PROJECT #: 841097.06 and 501105.16
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 recommending approval of Project Nos. 841097.06 and 501105.16 for street and utility improvements for NW Menninger Road from NW Green Hills Road to NW Rochester Road. *(Public Infrastructure Committee recommended approval on February 18, 2025.)*

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

(Total project budget of \$845,000 for street and utility improvements for NW Menninger Road from NW Green Hills Road to NW Rochester Road.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to adopt the Public Infrastructure Committee's recommendation.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

The Governing Body adopted a Resolution approving the 2024-2033 Capital Improvement Program and the 2024-2026 Capital Improvement Budget (Resolution No. 9425). The Resolution requires Governing Body approval for projects that are ready for construction and whose total project budget exceeds \$250,000. At its meeting on February 18, 2025, the Public Infrastructure Committee recommended approval of project nos. 841097.06 and 501105.16 for street and utility improvements for NW Menninger Road from NW Green Hills Road to NW Rochester Road.

BUDGETARY IMPACT:

\$845,000

SOURCE OF FUNDING:

Citywide Half-Cent Sales Tax, Revenue Bonds, and Operating Funds

ATTACHMENTS:

Description

Resolution & Exhibit A

PI Committee Referral Report (February 18, 2025)

PI Committee Excerpt (February 18, 2025)

NW Menninger Rd Green Hill Rd to Rochester Rd Map

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by Public Infrastructure Committee comprised of
4 Councilmembers Sylvia Ortiz, David Banks and Neil Dobler
5 recommending approval of Project Nos. 841097.06 and 501105.16 for
6 improvements on NW Menninger Road.
7

8 WHEREAS, the Governing Body adopted a Resolution approving the 2024-2033
9 Capital Improvement Program and the 2024-2026 Capital Improvement Budget (Resolution
10 9425); and

11 WHEREAS, the Resolution requires Governing Body approval for projects that are
12 ready for construction and whose total project budget exceeds \$250,000; and

13 WHEREAS, on February 18, 2025, the Public Infrastructure Committee
14 recommended approval of the project(s).

15 NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE
16 CITY OF TOPEKA, KANSAS, that Project Nos. 841097.06 and 501105.16 for street and
17 utility improvements for NW Menninger road from NW Green Hills Road to NW Rochester
18 Road, as further described in Exhibit A are hereby approved.

19 ADOPTED and APPROVED by the Governing Body on _____.

20
21 CITY OF TOPEKA, KANSAS
22
23

24
25 _____
26 Michael A. Padilla, Mayor

27 ATTEST:

28
29
30
31 _____
32 Brenda Younger, City Clerk

EXHIBIT A

Capital Improvement Project Final Approval														
Project Name:	NW Menninger Rd: NW Green Hills Rd to NW Rochester Rd	This project will consist of mill and overlay with full-depth patching on NW Menninger Rd from Green Hills to Rochester. It will also include replacement of reinforced concrete box (RCB) in addition to water line relocation, funded under 501105.16 - Stormwater Conveyance System Rehabilitation Program. The stormwater program leverages operating funds and revenue bonds.												
Main Project Number(s):	841097.06; 501105.16													
Project Manager:	Joseph Harrington													
Event	Target Date													
Estimated Construction Year	2025													
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #0056b3; color: white;"> <th style="text-align: left; width: 70%;">Funding Source</th> <th style="text-align: left; width: 10%;">Final Estimate</th> <th style="width: 20%;"></th> </tr> </thead> <tbody> <tr> <td>Citywide Half-Cent Sales Tax</td> <td style="text-align: right;">\$ 470,000</td> <td></td> </tr> <tr> <td>Stormwater - Revenue Bonds and Operating Funds</td> <td style="text-align: right;">\$ 375,000</td> <td></td> </tr> <tr style="background-color: #0056b3; color: white;"> <td>Totals</td> <td style="text-align: right;">\$ 845,000</td> <td></td> </tr> </tbody> </table>			Funding Source	Final Estimate		Citywide Half-Cent Sales Tax	\$ 470,000		Stormwater - Revenue Bonds and Operating Funds	\$ 375,000		Totals	\$ 845,000	
Funding Source	Final Estimate													
Citywide Half-Cent Sales Tax	\$ 470,000													
Stormwater - Revenue Bonds and Operating Funds	\$ 375,000													
Totals	\$ 845,000													

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee: Public Infrastructure

Title: RESOLUTION - approving allocations for NW Menninger Road: Green Hills to Rochester Road Project No. 841097.06 (street), 501105.16 (stom)

Date referred from Council meeting:

Date referred from Committee: February 18, 2025

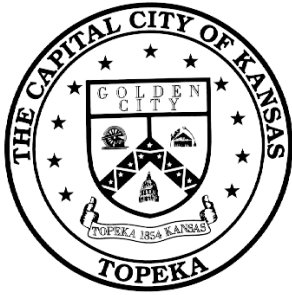
Committee Action: MOTION: Committee member Ortiz made a motion to approve the request. Committee member Dobler seconded. Approved 3-0-0.

Comments:

Amendments:

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

Agenda Date Requested: March 11, 2025



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, February 18, 2025. The Public Infrastructure Committee members met at 11:00 A.M. with the following Committee members present: Sylvia Ortiz, David Banks (Chair) and Neil Dobler.

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

APPROVAL of the Resolution recommending approval of Project Nos. 841097.06 and 501105.16 for improvements on NW Menninger Road.

NW Menninger Road: Green Hills Rd to Rochester Rd Project No. 841097.06 (street), 501105.16 (storm)

Public Works Director Steve Groen stated the project will consist of mill and overlay with full-depth patching on NW Menninger Road from Green Hills to Rochester. There be replacement of a reinforced concrete box and waterline relocation. He added that it will be funded through Citywide half-cent sales tax and stormwater revenue bonds and operating funds totaling \$845,000.

MOTION: Committee member Ortiz made a motion to approve. Committee chair Dobler seconded. Motion approved 3-0-0.

NW Menninger Rd
NW Green Hills Rd to NW Rochester Rd

Project - 841097.06 & 501105.16





City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
March 11, 2025

DATE: March 11, 2025
CONTACT PERSON: Steve Groen, Public Works Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Street and Utility Improvements SW Roosevelt Street from 8th Avenue to 6th Avenue
PROJECT #: 841097.16 and 501105.09
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 recommending approval of Project Nos. 841097.16 and 501105.09 for street and utility improvements for SW Roosevelt Street from 8th Avenue to 6th Avenue. (*Public Infrastructure Committee recommended approval on February 18, 2025.*)

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

(*Total project budget of \$654,371 for street and utility improvements for SW Roosevelt Street from 8th Avenue to 6th Avenue.*)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to adopt the Public Infrastructure Committee's recommendation.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

The Governing Body adopted a Resolution approving the 2024-2033 Capital Improvement Program and the 2024-2026 Capital Improvement Budget (Resolution No. 9425). The Resolution requires Governing Body approval for projects that are ready for construction and whose total project budget exceeds \$250,000. At its meeting on February 18, 2025, the Public Infrastructure Committee recommended approval of project nos.841097.16 and 501105.09 for street and utility improvements for SW Roosevelt Street from 8th Avenue to 6th Avenue.

BUDGETARY IMPACT:

\$654,371

SOURCE OF FUNDING:

Citywide Half-Cent Sales Tax, Revenue Bonds, and Operating Funds

ATTACHMENTS:

Description

Resolution & Exhibit A

PI Committee Referral Report (February 18, 2025)

PI Committee Excerpt (February 18, 2025)

SW Roosevelt 6th Ave to 8th Ave Map

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by Public Infrastructure Committee comprised of
4 Councilmembers Sylvia Ortiz, David Banks and Neil Dobler
5 recommending approval of Project Nos. 841097.16 and 501105.09 for
6 improvements on SW Roosevelt Street.
7

8 WHEREAS, the Governing Body adopted a Resolution approving the 2024-2033
9 Capital Improvement Program and the 2024-2026 Capital Improvement Budget (Resolution
10 9425); and

11 WHEREAS, the Resolution requires Governing Body approval for projects that are
12 ready for construction and whose total project budget exceeds \$250,000; and

13 WHEREAS, on February 18, 2025, the Public Infrastructure Committee
14 recommended approval of the project(s).

15 NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE
16 CITY OF TOPEKA, KANSAS, that Project Nos. 841097.16 and 501105.09 for street and
17 utility improvements for SW Roosevelt Street from 8th Avenue to 6th Avenue, as further
18 described in Exhibit A are hereby approved.

19 ADOPTED and APPROVED by the Governing Body on _____.

20
21 CITY OF TOPEKA, KANSAS
22
23

24
25 _____
26 Michael A. Padilla, Mayor

27 ATTEST:

28
29
30
31 _____
32 Brenda Younger, City Clerk

EXHIBIT A

Capital Improvement Project Final Approval		
Project Name:	SW Roosevelt St: 8th Ave to 6th Ave	This project will consist of mill and overlay with full-depth patching, curb & gutter replacement, sidewalk repair/replacement and sidewalk ramps on SW Roosevelt St from 8th to 6th Ave. It will also include stormwater repairs funded under 501105.09 - Stormwater Conveyance System Rehabilitation Program. The stormwater program leverages operating funds and revenue bonds.
Main Project Number(s):	841097.16; 501105.09	
Project Manager:	Robert Bidwell	
Event Target Date		
Estimated Construction Year	2025	
Funding Source		Final Estimate
Citywide Half-Cent Sales Tax	\$	287,213
Stormwater - Revenue Bonds and Operating Funds	\$	367,158
Totals		\$ 654,371

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee: Public Infrastructure

Title: RESOLUTION -recommending approval and funding allocations for SW Roosevelt St. 8th Ave. to 6th Ave. Project No. 841097.16 (street) and 501105.09 (storm)

Date referred from Council meeting:

Date referred from Committee: February 18, 2025

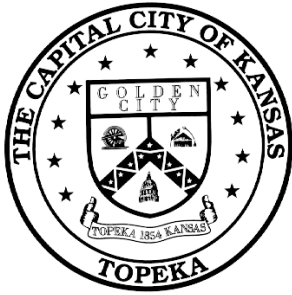
Committee Action: MOTION: Committee member Dobler made a motion to approve the request. Committee member Ortiz seconded. Approved 3-0-0.

Comments:

Amendments:

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

Agenda Date Requested: March 11, 2025



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, February 18, 2025. The Public Infrastructure Committee members met at 11:00 A.M. with the following Committee members present: Sylvia Ortiz, David Banks (Chair) and Neil Dobler.

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

APPROVAL of the Resolution recommending approval of Project Nos. 841097.16 and 501105.09 for improvements on SW Roosevelt Street for street and utility improvements.

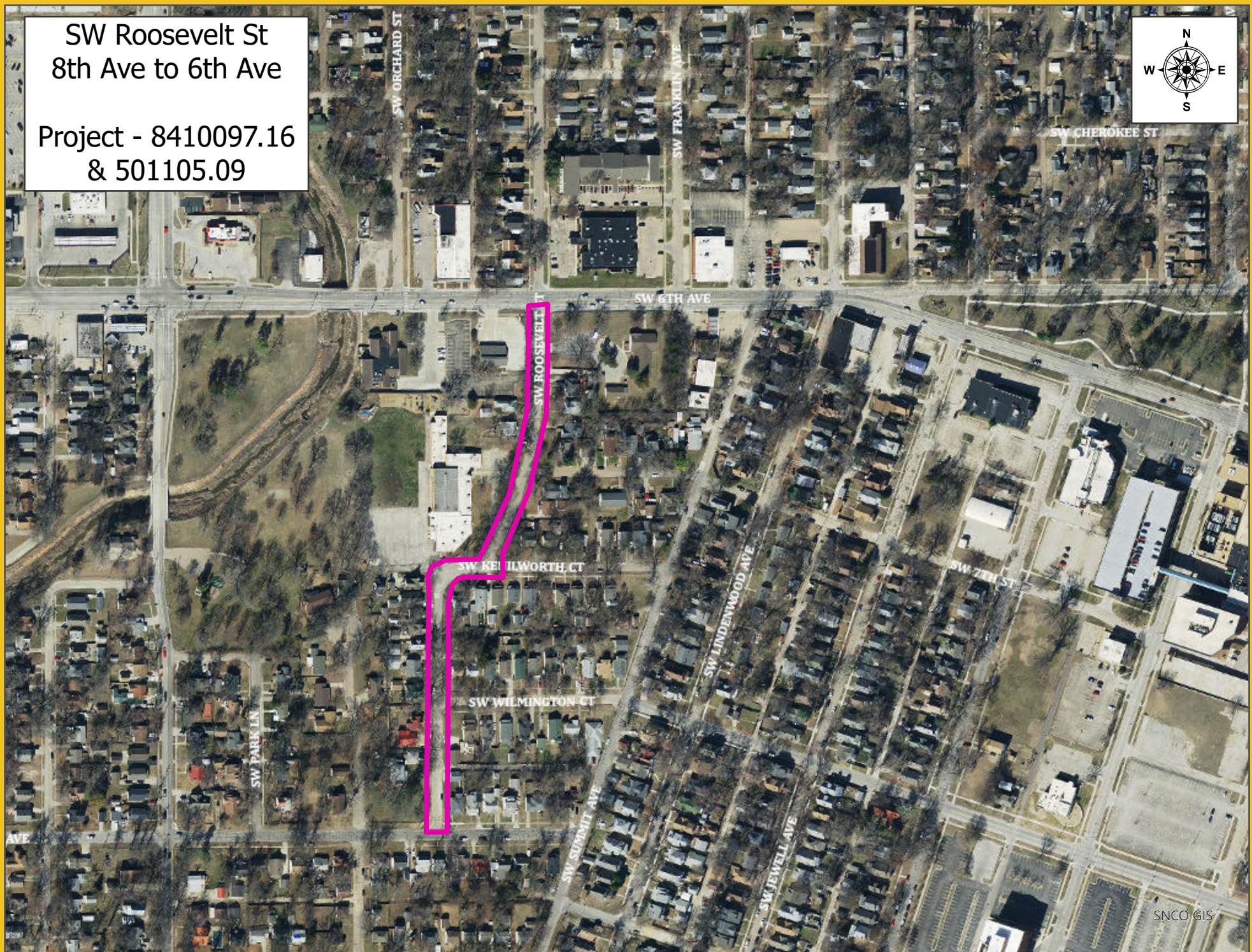
SW Roosevelt St. 8th Ave. to 6th Ave. Project No. 841097.16 (street), 501105.09 (storm)

Public Works Director Steve Groen stated the project will consist of mill and overlay including patching, curb and gutter replacement, sidewalks; funded through the Citywide Half-Cent Sales Tax. There will also be stormwater repairs completed which will be funded with Revenue Bonds and Operating Funds. The total project is a \$654,371.

MOTION: Committee member Dobler made a motion to approve. Committee chair Ortiz seconded. Motion approved 3-0-0.

SW Roosevelt St
8th Ave to 6th Ave

Project - 8410097.16
& 501105.09





City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
March 11, 2025

DATE: March 11, 2025
CONTACT PERSON: Steve Groen, Public Works Director
DOCUMENT #:
SECOND PARTY/SUBJECT: Street Improvement on SE Greenfield Court
PROJECT #: 841097.11
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 recommending approval of Project No. 841097.11 for street improvement on SE Greenfield Court. *(Public Infrastructure Committee recommended approval on February 18, 2025.)*

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

(Total project budget of \$258,000 for street improvement on SE Greenfield Court.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to adopt the Public Infrastructure Committee's recommendation.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

The Governing Body adopted a Resolution approving the 2024-2033 Capital Improvement Program and the 2024-2026 Capital Improvement Budget (Resolution No. 9425). The Resolution requires Governing Body approval for projects that are ready for construction and whose total project budget exceeds \$250,000. At its meeting on February 18, 2025, the Public Infrastructure Committee recommended approval of project no. 841097.11 for

street improvement on SE Greenfield Court.

BUDGETARY IMPACT:

\$258,000

SOURCE OF FUNDING:

Citywide Half-Cent Sales Tax

ATTACHMENTS:

Description

Resolution & Exhibit A

PI Committee Referral Report (February 18, 2025)

PI Committee Excerpt (February 18, 2025)

SE Greenfield Ct Map

1 RESOLUTION NO. _____

2
3 A RESOLUTION introduced by Public Infrastructure Committee comprised of
4 Councilmembers Sylvia Ortiz, David Banks and Neil Dobler
5 recommending approval of Project No. 841097.11 for street
6 improvements on SE Greenfield Court.
7

8 WHEREAS, the Governing Body adopted a Resolution approving the 2024-2033
9 Capital Improvement Program and the 2024-2026 Capital Improvement Budget (Resolution
10 9425); and

11 WHEREAS, the Resolution requires Governing Body approval for projects that are
12 ready for construction and whose total project budget exceeds \$250,000; and

13 WHEREAS, on February 18, 2025, the Public Infrastructure Committee
14 recommended approval of the project(s).

15 NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE
16 CITY OF TOPEKA, KANSAS, that Project Nos. 841097.11 for street improvement on SE
17 Greenfield Court, as further described in Exhibit A are hereby approved.

18 ADOPTED and APPROVED by the Governing Body on _____.

19
20 CITY OF TOPEKA, KANSAS
21
22
23
24

25 _____
26 Michael A. Padilla, Mayor

27 ATTEST:
28
29
30

31 _____
Brenda Younger, City Clerk

EXHIBIT A

Capital Improvement Project Final Approval							
Project Name:	SE Greenfield Ct	This project will consist of mill and overlay with full-depth patching, curb & gutter replacement, sidewalk repair/replacement and sidewalk ramps on SE Greenfield Ct.					
Main Project Number(s):	841097.11						
Project Manager:	Robert Bidwell						
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%; text-align: left;">Event</th> <th style="width: 30%; text-align: left;">Target Date</th> </tr> </thead> <tbody> <tr> <td>Estimated Construction Year</td> <td>2025</td> </tr> </tbody> </table>			Event	Target Date	Estimated Construction Year	2025	
Event	Target Date						
Estimated Construction Year	2025						
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%; text-align: left;">Funding Source</th> <th style="width: 30%; text-align: left;">Final Estimate</th> </tr> </thead> <tbody> <tr> <td>Citywide Half-Cent Sales Tax</td> <td>\$ 258,000</td> </tr> <tr> <td style="border-top: 1px solid black;">Totals</td> <td style="border-top: 1px solid black;">\$ 258,000</td> </tr> </tbody> </table>		Funding Source	Final Estimate	Citywide Half-Cent Sales Tax	\$ 258,000	Totals	\$ 258,000
Funding Source	Final Estimate						
Citywide Half-Cent Sales Tax	\$ 258,000						
Totals	\$ 258,000						

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee: Public Infrastructure

Title: RESOLUTION - recommending approval for SE Greenfield Court Project No. 841097.11.

Date referred from Council meeting:

Date referred from Committee: February 18, 2025

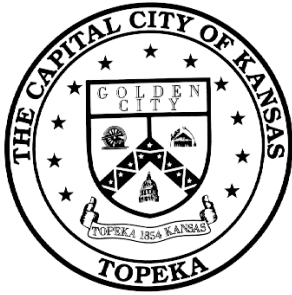
Committee Action: MOTION: Committee member Ortiz made a motion to approve the request. Committee member Dobler seconded. Approved 3-0-0.

Comments:

Amendments:

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

Agenda Date Requested: March 11, 2025



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, February 18, 2025. The Public Infrastructure Committee members met at 11:00 A.M. with the following Committee members present: Sylvia Ortiz, David Banks (Chair) and Neil Dobler.

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

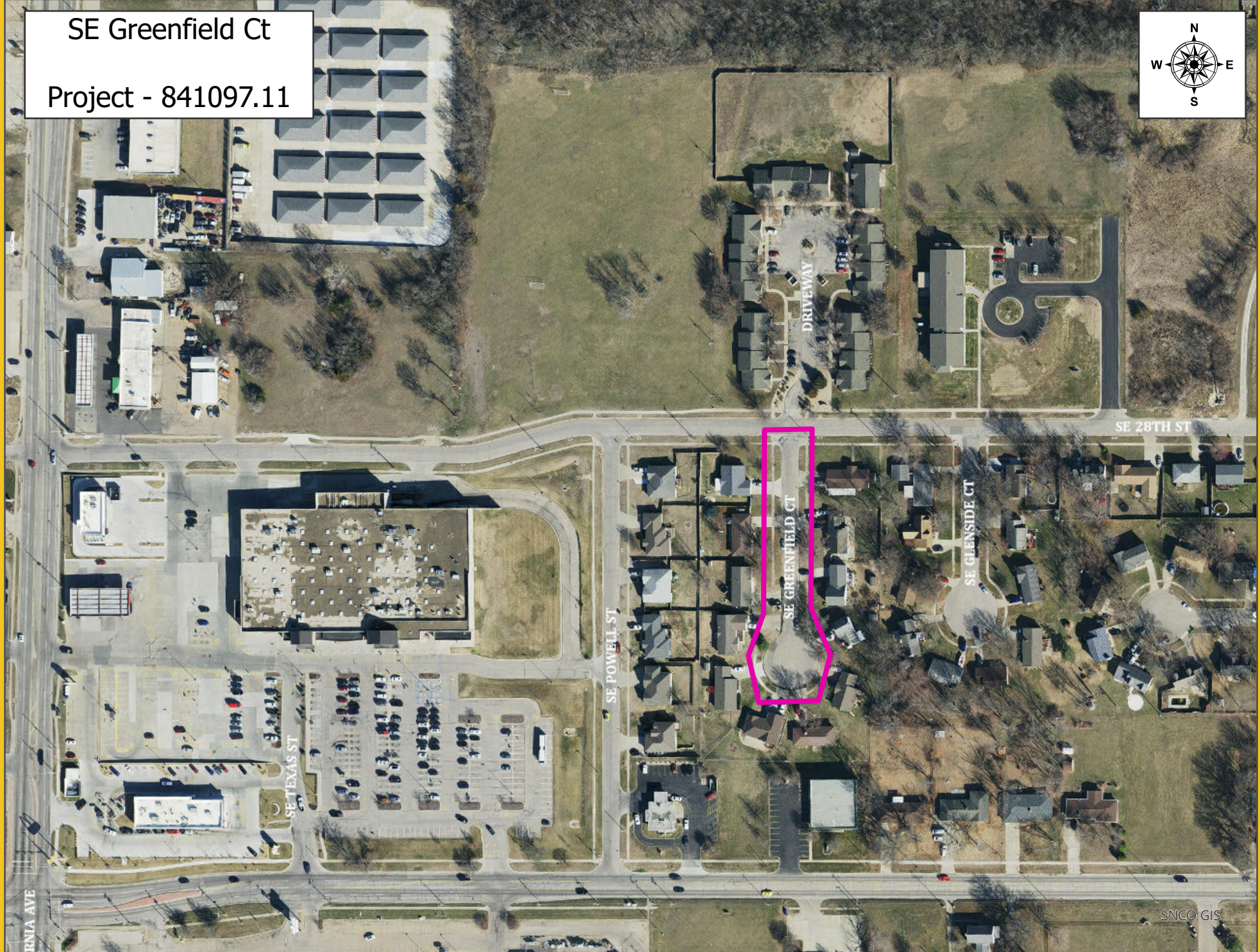
APPROVAL of the Resolution recommending approve of Project No. 841097.11 for street improvements on SE Greenfield Court

SE Greenfield Ct. Project. No. 841097.11 (street)

Public Works Director Steve Groen spoke to the project consisting of mill and overlay with full depth patching, curb/gutter replacement, sidewalk repair/replacement and sidewalk ramps. Citywide half-cent sales tax will fund at \$258,000.

MOTION: Committee member Ortiz made a motion to approve. Committee member Dobler seconded. Motion approved 3-0-0.

SE Greenfield Ct
Project - 841097.11





City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
March 11, 2025

DATE: March 11, 2025
CONTACT PERSON: Rhiannon Friedman, Planning and Development Director
DOCUMENT #:
SECOND PARTY/SUBJECT: LB Lots, LLC - Reinvestment Housing Incentive District (RHID) Application
PROJECT #:
CATEGORY/SUBCATEGORY: 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION of an application submitted by LB Lots, LLC to establish a Reinvestment Housing Incentive District and requesting that the Secretary of Commerce review the resolution and advise the Governing Body.

(Discussion no taking the first step in establishing a reinvestment housing incentive district by adopting certain findings and submitting them to the Kansas Secretary of Commerce for review.)

VOTING REQUIREMENTS:

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

POLICY ISSUE:

Whether to take the first step in establishing a reinvestment housing incentive district by adopting certain findings and submitting them to the Kansas Secretary of Commerce for review.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the resolution.

BACKGROUND:

The City's housing study identified a need to construct 420 units over the next five years to meet the demand for housing as well as an additional 2300 units to catch up from past demand. In an effort to provide an economic

development tool to address housing needs, the City of Topeka approved Resolution 9379 establishing a Reinvestment Housing Incentive District Policy (RHID).

BUDGETARY IMPACT:

There is no budgetary impact associated with this phase of the application process.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Resolution

Development Agreement (March 6, 2025)

LB Lots, LLC - RHID District Presentation

LB Lots, LLC - RHID District Application

PI Committee Referral Report (February 18, 2025)

PI Committee Excerpt (February 18, 2025)

1 (Published in the Topeka Metro News _____)
2

3 RESOLUTION NO. _____
4

5 A RESOLUTION introduced by City Manager Dr. Robert M. Perez making certain
6 findings pursuant to the Kansas Reinvestment Housing Incentive
7 District Act with regard to an application submitted by LB Lots, LLC to
8 establish a Reinvestment Housing Incentive District and requesting
9 that the Secretary of Commerce review the resolution and advise the
10 Governing Body.
11

12 WHEREAS, K.S.A. 12-5241 et seq. (“the Act”) authorizes the City of Topeka (“City”)
13 to establish a Reinvestment Housing Incentive District (“RHID”), the first step of which is to
14 conduct a housing needs analysis to determine what housing needs exist within the
15 community; and

16 WHEREAS, after conducting such analysis, the Governing Body may adopt a
17 resolution making certain findings regarding the establishment of a RHID and providing the
18 legal description of the proposed RHID and a map depicting the existing parcels in the
19 proposed RHID; and

20 WHEREAS, after publishing such resolution, the Governing Body shall send a copy
21 to the Secretary of Commerce (“Secretary”) requesting that the Secretary review the
22 resolution and advise the Governing Body whether the Secretary concurs with the findings;
23 and

24 WHEREAS, the City has performed a housing needs analysis (“the Analysis”); and

25 WHEREAS, based upon the Analysis, the Governing Body proposes to commence
26 proceedings necessary to create the LB Lots RHID, in accordance with the Act.

27 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
28 CITY OF TOPEKA, KANSAS, that:

29 Section 1. The Governing Body adopts and incorporates by reference the
30 Analysis, a copy of which is on file in the office of the City Clerk and accessible on the
31 City’s website <https://www.topeka.org/finance/rhid> and based on a review of the Analysis
32 makes the following findings and determinations.

33 Section 2. The Governing Body finds that there is a shortage of quality housing of
34 various price ranges in the City despite the best efforts of public and private housing
35 developers.

36 Section 3. The Governing Body finds that this shortage of quality housing can be
37 expected to persist and that additional financial incentives are necessary in order to
38 encourage the private sector to construct or renovate housing in the City.

39 Section 4. The Governing Body finds that the shortage of quality housing is a
40 substantial deterrent to the future economic growth and development of the City.

41 Section 5. The Governing Body finds that the future economic well-being of the
42 City depends on the Governing Body providing additional incentives for the construction or
43 renovation of quality housing in the City.

44 Section 6. Based upon the findings and determinations contained herein, the
45 Governing Body proposes to establish an RHID pursuant to the Act, within the boundaries
46 of the real estate legally described in Exhibit A, attached hereto and incorporated by
47 reference, and as shown on the map depicting the existing parcels of land attached hereto
48 and incorporated by reference as Exhibit B.

49 Section 7. The City Clerk is directed to publish this resolution one time in the
50 Topeka Metro News and to send a certified copy of this resolution to the Secretary for the
51 latter’s review and concurrence with the findings herein.

52 Section 8. This resolution shall take effect after its adoption and publication once
53 in the Topeka Metro News.

54 ADOPTED and APPROVED by the Governing Body on _____.

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CITY OF TOPEKA, KANSAS

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Michael A. Padilla, Mayor

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ATTEST:

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Brenda Younger, City Clerk

EXHIBIT A
(Legal Description)

Lot 2, Block A, Lauren's Bay Subdivision No. 2, In the City of Topeka, Shawnee County, Kansas
Lot 3, Block A, Lauren's Bay Subdivision No. 2, In the City of Topeka, Shawnee County, Kansas
Lot 1, Block A, Lauren's Bay Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 2+, Block A, Lauren's Bay Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 12, Block A, Lauren's Bay Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 13, Block A, Lauren's Bay Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 11, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 12, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 13, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 14, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 20, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 21, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 1, Block C, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 2, Block C, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 3, Block C, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 5, Block C, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas

EXHIBIT B
(Map; Existing Parcels in Proposed RHID)



City of Topeka Contract No. _____

**DEVELOPMENT AGREEMENT FOR THE LAUREN’S BAY DEVELOPMENT
SUBDIVISION RHID, CID, AND PAYMENT FOR FORGIVENESS OF HISTORICAL
SPECIALS**

THIS DEVELOPMENT AGREEMENT (this “Agreement”), is made and entered into as of March ____, 2025, between the CITY OF TOPEKA, KANSAS, a municipal corporation duly organized under the laws of the State of Kansas (the “City”) and LB LOTS, LLC, a Kansas limited liability company, the developer of the district identified as the Lauren’s Bay Development Reinvestment Housing Incentive District hereunder (the “Developer”).

RECITALS

- A. Shawnee County annually holds a Tax Foreclosure Sale (the “Tax Sale”) and held said sale on September 19, 2024.
- B. In the 2024 Tax Sale were certain lots in Lauren’s Bay owned by Klaton Real Estate, LLC, 3420 SW Fairlawn, LLC, and LB Lots LLC (“the Lots”).
- C. In advance of the Tax Sale, the City passed Resolution 9586 through which it forgave the past due City assessed specials on the Lots in exchange for full payment of past due ad valorem taxes and a negotiated payment between the Public Infrastructure Committee and the Developer to be approved by the entire Governing Body by December 21, 2024.
- D. Resolution 9586 also waived, by Governing Body action, the requirement in the Resolution No. 9452 that there be no outstanding past due ad valorem taxes or special assessments prior to application for a reinvestment housing incentive district to allow the Developer to submit for the creation of a reinvestment housing incentive district in Lauren’s Bay and committed the City to work with bond counsel and the Developer to decrease the annual yearly special assessments remaining on the Lots through the creation of a community improvement district.
- E. The Lots were removed by Shawnee County from the Tax Sale upon payment of the past due ad valorem taxes.
- F. Unable to complete negotiations in the timeframe originally provided, the City’s Governing Body passed Resolution 9609 on December 17, 2024 extending the deadline for negotiation to March 31, 2025.
- G. If no agreement is reached, following good faith negotiations and approved by the entire Governing Body by March 31 with payment rendered to the City by May 31, 2025, the Lots shall be donated by the Developer to the City’s land bank. The transfer shall occur no later than June 30, 2025.
- H. The Developer has negotiated a payment of \$2.25 per square foot of land for

the Lots in consideration of the forgiven past due special assessments to be placed in escrow under the terms of this Development Agreement.

- I. Pursuant to K.S.A. 12-5241 *et seq.* as amended and supplemented from time to time (the “RHID Act”), the City has the authority to establish a reinvestment housing incentive district and to adopt a plan for development or redevelopment of housing and public facilities in the reinvestment housing incentive district.
- J. The City has established a policy and procedure for the utilization of the RHID Act in the City in Resolution Number 9379 and 9452 which were rescinded and replaced by Resolution Number 9627 adopted by the Governing Body on February 18, 2025, “the **RHID Policy**”.
- K. The Developer has applied for the creation of a reinvestment housing incentive district for an area within the City in accordance with the RHID Policy.
- L. The Governing Body of the City adopted Resolution No. _____ on _____, in which the Governing Body found it necessary and desirable to establish the Lauren’s Bay Development Reinvestment Housing Incentive District containing within its boundaries the real property legally described in **Exhibit A** attached to the Agreement pending official approval from the Kansas Department of Commerce (the “RHID”) within the City, pursuant to the RHID Act.
- M. Pursuant to K.S.A. 12-6a26 *et seq.* as amended and supplemented from time to time (the “CID Act”), the City has the authority to establish a community improvement district.
- N. The City has established a policy and procedure for the utilization of the CID Act in the City in Resolution Number 8392 rescinded and replaced in Resolution Number 9625 adopted on February 18, 2025 “the **CID Policy**”.
- O. The Developer has applied for a community improvement district to help with certain infrastructure project costs assessed as special assessments on the Lots in the support of economic development and refinancing of such special assessments and prior City bonds that financed such infrastructure project costs.
- P. Upon approval of the requested RHID by the Department of Commerce, the Developer intends to request the use of RHID Increment (as defined herein) within the RHID to finance the eligible costs of the RHID Project subject to the limitations in this Agreement.

Accordingly, the parties agree as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Incorporation of Recitals. The parties acknowledge and agree the Recitals set forth above are hereby incorporated as though more fully set forth herein.

Section 102. Definitions. Terms defined in the preamble and the recitals of this Agreement have their assigned meanings, and the following terms have the meanings assigned to them:

“Agreement” means this Agreement as may be amended in accordance with the terms of the Agreement.

“CID Commencement Date” means August 25, 2025.

“CID” means the Lauren’s Bay Community Improvement District to be established by the City via ordinance which contains within its boundaries the real property legally described and generally described in **Exhibit B**, including the Lots.

“CID Eligible Project Cost” means the costs of the Project described in the column labeled “CID Eligible Project Costs” on **Exhibit C**.

“CID Ordinance” means the ordinance No _____ proposed to be passed by the Governing Body authorizing the creation of the Community Improvement District and levying a special assessment, as amended from time to time on [_____]. This Agreement will be supplemented with the Ordinance number and date upon passage by the Governing Body.

“CID Petition” means the petition requesting the creation of the Lauren’s Bay Community Improvement District filed with the City Clerk on February 14, 2025.

“CID Term” means a term commencing on the CID Commencement Date and ending on the date twenty-two (22) years following the CID Commencement Date (i.e., August 25, 2025), or the payment of the last installment of special assessments imposed within the CID whichever occurs first.

“City Administrative Fee” means an amount equal to two (2) percent of the RHID Increment collected for the preceding calendar year, which fee is in addition to payment by the Developer of the City Expenses.

“City Clerk” means the duly appointed City Clerk of the City of Topeka, Kansas.

“City Expenses” means the reasonable outside expenses actually incurred by the City (with commercially reasonable supporting documentation) in connection with the proceedings creating the CID and the RHID, approving the Development Plan, and implementing this Agreement, including, but not limited to, financial, legal, accounting or engineering consultants and appraisal fees, if any.

“Escrow Agent” means the individual selected by the Parties prior the signing date of the Agreement to hold the payment required under Section 403 until it is eligible for release to the City or until this Agreement is terminated, whichever comes first.

“Event of Default” means an event of default as defined in **Section 1002** of this Agreement.

“Governing Body” means the governing body of the City.

“Housing Development Plan” means the plan submitted by the Developer following the approval of the creation of the district by the Kansas Secretary of Commerce as required in the City’s RHID Policy and available for public inspection, as further described in **Exhibit D** to be added to this Agreement upon submission.

“Parties” means, collectively, the City and the Developer.

“Permitted Delays” means any delay by a party performing its respective obligations hereunder, as a result of a condition or event outside the reasonable control and through no fault of the party so delayed, excluding conditions or events relating to the economic resources of such party or of other parties, it being the intent of this Agreement to construe the terms “Permitted Delays” to mean events such as natural disasters, fires, failure of suppliers or subcontractors to perform in accordance with contractual obligations and similar acts beyond the control of the parties, such as political discourse and does not include changes in home sale market conditions, failure of a party to obtain necessary financing, a business decision to delay or withdraw resources to a project or similar acts related to monetary circumstances.

“Project” means the construction of fifteen (15) homes in a mix of six (6) styles ranging from a minimum of approximately 1700 sf of living space on a single floor with at least three bedrooms and two bathrooms as depicted House Plan Presentation attached as **Exhibit E** attached to this Agreement, together with street and stormwater improvements, site preparations, infrastructure improvements, and all related appurtenances. This definition shall be supplemented by the Housing Development Plan upon submission by the Developer following approval of the district by the Kansas Department of Commerce.

“Reimbursable Project Costs Cap” means reimbursement from RHID Increment in an amount to be determined upon completion of a financial analysis following the submission of the Housing Development Plan for approval; however, the amount shall be equal to an amount that satisfies the but-for qualifications of a maximum equity internal rate of return of 18% and a maximum project rate of return (capitalization rate) of 7.5%, (exclusive of City Administrative Fee and City Expenses), earned as follows:

- (a) Upon the completion of four (4) homes, as evidenced by passing the final inspection from the City for each of the four homes, up to 40% of the total Reimbursable Project Costs Cap for the entire Project shall be eligible for draw down;
- (b) Upon the completion of eight (8) homes in total, as evidenced by passing the final inspection from the City for each of the eight homes, up to 60% of the total Reimbursable Project Costs for the entire Project shall be

- eligible for draw down;
- (c) Upon the completion of twelve (12) homes in total, as evidenced by passing the final inspection the City for each of the twelve homes, up to 80% of the total Reimbursable Project Costs Cap for the entire Project shall be eligible for draw down;
 - (d) Upon the completion of fifteen (15) homes in total, as evidenced by passing the final inspection from the City for each of the fifteen homes, the entirety of the Reimbursable Project Costs Cap for the entire Project shall be eligible for draw down.;

“RHID Eligible Expenses” means actual expenses related to the RHID Project commencing with the date of this Agreement, including City Expenses and the City Administrative Fee, to the extent such expenses are permitted pursuant to the RHID Act and the City’s RHID Policy (Resolution Number 9627), provide such expenses (except for the City Administrative Fee and City Expenses) are set forth in the Housing Development Plan and agreed upon by the Parties upon completion of the Financial Analysis showing the eligible costs meet the requirements of the maximum Reimbursable Project Costs Cap. For the purposes of clarity, the parties agree that vertical construction costs and prior special assessments related to the RHID Project are RHID Eligible Expenses as the Lots meet the requirements under the RHID Act.

“RHID Fund” means the Lauren’s Bay Development Reinvestment Housing Incentive District Fund created pursuant to **Section 502(a)** hereof.

“RHID Increment” means real property taxes produced from that portion of the current assessed valuation of real property within the RHID in excess of an amount equal to the total assessed value of such real property on the effective date of the establishment of the RHID, less such real property taxes attributable to mill levies which, pursuant to State law, cannot be used to finance improvements under the RHID Act.

“RHID Project” means the construction of the portion of the Project consisting of the improvements within the RHID, to the extent financed with RHID Increment and specifically described in the Housing Development Plan submitted following the approval of the RHID by the Kansas Department of Commerce.

“RHID Term” shall have the meaning in **Section 502(c)** of this Agreement.

“State” means the State of Kansas.

Section 103. Rules of Construction. The following rules of construction shall apply in construing the provisions of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

A. The terms defined in this Article and throughout the Agreement include the plural as well as the singular.

B. All accounting terms not otherwise defined in this Agreement shall have the meanings assigned to them, and all computations provided for in the Agreement shall be made, in

accordance with generally accepted governmental accounting principles.

C. All references herein to “generally accepted governmental accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

D. All references in this Agreement to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

E. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

F. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

ARTICLE II DISTRICT FORMATION AND PURPOSE

Section 201. RHID District Formation and Purpose. This Agreement is contingent, pursuant to the RHID Act, as well as the proceedings of the City, including the RHID Ordinance, on the City authorizing the creation of the RHID and approving the Housing Development Plan. The purpose of creating the RHID and approving the Housing Development Plan is to provide the Developer with an economic incentive to undertake the Project and to provide for further economic development in particular housing of the City. The purpose of this Agreement is to outline the rights, duties and obligations of the Parties as they relate to the RHID Project and to provide for the reimbursement to the Developer of the RHID Eligible Expenses from the RHID Increment, in accordance with the further terms of this Agreement.

Section 202. CID District Formation and Purpose. This Agreement is contingent upon, pursuant to the CID Act as well as the proceedings of the City including the CID Ordinance, on the City authorizing the creation of the CID. The purpose of creating the CID is to provide an economic incentive to undertake the Project and to provide for further economic development of the City by refinancing City bonds and refinancing and replacing the current special assessments on the Lots with a new assessment in a lower amount over a longer period of time more comparable to similarly situated properties in the area. The purpose of this Agreement is to outline the rights, duties and obligations of the Parties as they relate to the CID, in accordance with the further terms of this Agreement.

ARTICLE III REPRESENTATIONS OF THE PARTIES

Section 301. Representation of the City. The City is a municipal corporation organized under the laws of the State. The City is authorized pursuant to the RHID Act to create the RHID District and approve the Housing Development Plan; to enter into this Agreement and to perform the duties and obligations of the City contained herein. This Agreement is contingent on the Department of Commerce approving the creation of the RHID, and the Governing Body taking all

requisite action to pass the RHID Housing Development Plan Ordinance, which, when it becomes effective, will create the RHID and approve the Housing Development Plan. With the consent of the Developer, the City is authorized pursuant to the CID Act to create the CID and impose special assessments to be levied pursuant to the provisions of the CID Act. This Agreement constitutes a valid and binding obligation of the City in accordance with its terms and conditions.

Section 302. Representation of the Developer. The Developer is a limited liability company duly organized and existing under the laws of Kansas. The Developer has taken all requisite action under its organizational documents to authorize the execution of this Agreement and to perform the duties and obligations of the Developer contained in it. The Agreement constitutes a valid and binding obligation of the Developer in accordance with its terms. Throughout the term of this Agreement, the Developer agrees to maintain its status as such an entity, in good standing and authorized to do business in the State.

ARTICLE IV DEVELOPMENT STRUCTURE

Section 401. Scope of Agreement RHID. This Agreement applies to the development of the RHID Project with funds available to the Developer with subsequent reimbursement of certain eligible costs from RHID Increment when and if available. Subject to the terms of this Agreement, the parties agree that the Developer shall cause the RHID Project to be completed pursuant to this Agreement, and the Developer shall bear the costs of the development of the RHID Project. Upon satisfaction of the conditions set forth in this Agreement, the City will reimburse the Developer for RHID Eligible Expenses for the RHID Project.

Section 402. Scope of Agreement CID. This Agreement applies the creation of the CID by the City as described in this Agreement. As required by the CID Policy, the Developer shall be responsible for paying all costs necessary to comply with state law, including but not limited to: costs of legal publication notices, resolutions and ordinances. The Developer shall also reimburse the City for reasonable expenses associated with review and evaluation of the CID Petition and this Agreement by the City's financial advisor. Developer payments under this section shall be considered to be CID Eligible Project Costs and may be paid by being included in the special assessments on the Lots. For the purposes of clarity, the City shall retain 100% of all special assessments paid pursuant the CID in satisfaction of bonds previously issued to finance infrastructure supporting the RHID Project and to be refinanced under the CID Act.

Section 403. Scope of Agreement Payment for Forgiveness of Historical Specials. In consideration for the forgiveness of the historical special assessments on the Lots, the Developer shall pay \$2.25 per square foot of land area for a total of \$525,333.60. This payment will be escrowed by the Developer upon signing of this Agreement and become due to the City upon successful final approval of the RHID and CID by the City's Governing Body. In the event, that either the RHID or the CID are not approved, this Agreement will be void, the escrowed sum made pursuant to this section shall return to the Developer and the provisions of Resolution 9686 shall apply to the disposition of the Lots.

Section 404. Modification of Improvements. The Project described herein shall only be materially amended or modified, (i) with the prior written consent of the City, which consent shall

not be unreasonably withheld and which shall be granted so long as the proposed amendment or modification is consistent with the general spirit and intent of this Agreement, (ii) with an appropriate reduction in the incentives provided to Developer if the scope the Project is materially reduced, and (iii) in full compliance with applicable law.

ARTICLE V FINANCING

Section 501. RHID Project Costs, City Expenses and City Administrative Fee. The Developer shall be responsible for the costs of the RHID Project, which costs shall not be an obligation of the City. City Expenses shall be due and payable within 30 days after the City provides the Developer with an invoice therefor. City Expenses shall be paid by the Developer. The City Administrative Fee shall be paid from RHID Increment pursuant to **Section 502** of this Agreement. City Expenses may be paid from the RHID Increment provided that if the RHID Increment then on deposit is insufficient to pay City Expenses due, the Developer shall advance funds to pay the City Expenses. To the extent the Developer has advanced funds to pay the City Expenses, such amounts may be reimbursed from the RHID Increment in accordance with **Section 502** of this Agreement and such reimbursements shall not be counted against the Reimbursable Project Costs Cap.

Section 502. RHID Financing.

(a) RHID Fund. Pursuant to the RHID Act and subject to all applicable laws, the policies and procedures of the City and approval by the Governing Body of the City, the City shall establish the RHID Fund as a segregated fund or account within the treasury of the City, which shall be held and administered by the City in accordance with this Agreement and the RHID Act. Revenues collected from the RHID Increment received by the City shall be deposited in the RHID Fund and shall not be commingled with any other funds of the City.

(b) Reimbursement of RHID Eligible Expenses. Except as otherwise set forth in this Agreement or as required by the RHID Act, all RHID Increment shall be available for and dedicated to pay RHID Eligible Expenses for the RHID Project for the duration of the RHID Term or until the City's obligations under this Agreement have been satisfied, whichever is first, and shall be utilized to reimburse the Developer for RHID Eligible Expenses paid by the Developer and/or the City Administrative Fee and City Expenses, according to the procedures set forth herein, in the following order of priorities:

First, to pay or reimburse the City for the City Administrative Fee,
and any City Expenses not paid by the Developer; and

Second, to reimburse the Developer for RHID Eligible Expenses and
City Expenses paid by the Developer.

(c) RHID Term. The RHID term shall expire on the earlier of: the date (i) the Developer has been reimbursed for RHID Eligible Expenses in the amount of the Reimbursable Project Costs Cap or (ii) 25 years from the date of adoption of this Agreement ((i) and (ii), collectively, the "RHID Term"), unless the City takes the appropriate actions required by law to

terminate the RHID or amend the RHID Term. Except as provided herein or as required by law, the City shall not, under any circumstances without the written consent of the Developer, terminate the RHID or amend the RHID Increment or reduce the RHID Term in a manner which would adversely impact or impair the ability of the Developer to be reimbursed for RHID Eligible Expenses.

(d) **“Pay As You Go” RHID Financing.** Any RHID Increment available to the Developer for payment of RHID Eligible Expenses shall be paid by reimbursement to the Developer for RHID Eligible Expenses paid by the Developer and no special obligation bonds shall be issued to advance funds for payment of such expenses.

Section 503. CID Project Costs, City Expenses. A description of the scope of the CID Project and the estimated Project Costs, including costs authorized by K.S.A. 10-116a are \$563,671 and are set forth on Exhibit C. The costs of the Projects are proposed to be financed by full faith and credit general obligation bonds of the City, or, as an alternative to such bonds, “pay-as-you-go financing,” as defined in the Act. The City’s expenses associated with the CID, to the extent possible, will be paid through the special assessment on the Lots.

Section 504. Payment for Forgiveness of Historical Specials. Upon execution of this Agreement, the Parties shall deposit an executed counterpart of this Agreement with the Escrow Agent and this Agreement shall serve as the instructions to the Escrow Agent as the escrow holder for consummation of the forgiveness of historical specials contemplated in the Agreement.

ARTICLE VI ELIGIBLE EXPENSE REIMBURSEMENT PROCEDURES

Section 601. Reimbursement of Eligible Expenses.

(a) **Disbursement Times.** Except as provided herein, the City agrees to disburse RHID Increment in accordance with **Section 502** of this Agreement within 60 days of receipt of such RHID Increment by the City; provided, the City is not obligated to disburse RHID Increment if less than \$10,000 has been received and is on deposit in the RHID Fund (unless such disbursement is the final disbursement of RHID Increment, in which event all RHID Increment will be disbursed in accordance with the terms hereof regardless of the amount).

(b) **Submission of Certification of Expenditures.** The Developer shall submit to the City’s Chief Financial Officer a Certification of Expenditures not more than once per month (in substantially the form attached to this Agreement as **Exhibit G**, or other form approved by the City) signed by the Developer, with supporting documentation identifying the RHID Eligible Expenses for which the Developer seeks reimbursement, including reference to the specific line item on **Exhibit F** to which each such expense relates. The supporting documentation shall be copies of invoices reflecting amounts billed, copies of checks, evidence of wire transfer or other payment of cash by the Developer for such expenses, lien waivers or other evidence that no mechanic’s liens exist with respect to the construction of the RHID Project for which reimbursement is sought, and such other documentation as the City shall reasonably request.

(c) Details of Certification; City Right to Perform Due Diligence. Each Certification of Expenditures shall contain a certification by the Developer that each RHID Eligible Expense submitted for reimbursement is an eligible expense, that such expense has been incurred by the Developer, and that such expense has not been previously submitted for reimbursement hereunder. The City reserves the right to have its engineer or other agents or employees inspect all work in respect of which a Certification of Expenditure is submitted, to retain an outside accountant, engineer or attorney to evaluate and assist with processing Certifications of Expenditures for compliance with this Agreement, to examine the Developer's records and other records relating to all RHID Eligible Expenses to be paid, and to obtain from such parties such other information as is reasonably necessary for the City to evaluate compliance with the terms hereof. Developer hereby agrees to pay all actual and verifiable third party expenses incurred by the City pursuant to this subsection (c), which expenses shall be City Expenses.

(d) Certification of Expenditures. The City shall either accept and certify or reject each Certification of Expenditures within 60 days after the submission thereof. If the City determines that any cost identified as a RHID Eligible Expense is ineligible for reimbursement, the City shall so notify the Developer in writing not later than the fifth day following expiration of its 60-day review period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other costs of the RHID Project as RHID Eligible Expenses, as applicable, with a supplemental Certification of Expenditures. The City may also request such additional information from the Developer as may be required to process the requested certification and the time limits set forth in this paragraph shall be extended by the duration of time necessary for Developer to respond to such request by the City. The City's identification of any ineligible costs shall not delay the City's approval of the remaining costs on the Certification of Expenditures that the City determines to be eligible.

(e) Conditions Precedent. As a condition precedent to disbursement of RHID Increment to the Developer, the Developer and the Developer's principals must (i) not be, in the sole judgment of the City, in material default under this Agreement (subject, however, to any applicable cure period), (ii) be current on the payment of all taxes and assessments to the State and its political subdivisions, including the City with the exception of the remaining additional parcels owned by the Developer and the Developer's principals in Lauren's Bay not subject to this Agreement but that the Governing Body waived the RHID requirement regarding past due taxes and assessments in order to apply for the RHID (iii) have submitted a Certification of Expenditure for an RHID Eligible Expense, along with reasonable documents of such expenditure, and (iv) the expense identified in the Certification of Expenditure must be one that has occurred and for which the Developer is seeking reimbursement. If funds are available for disbursement in the RHID Fund but the conditions set forth in this paragraph have not, in the reasonable judgment of the officer or agent of the City charged with disbursing such funds, been met, the City shall provide written notice of such failure to the appropriate party (a "Conditional Failure Notice") within 30 days of receipt of such RHID Increment and shall retain the funds that would have otherwise been disbursed to such party. If the condition(s) are met to the reasonable satisfaction of such officer or agent of the City within 30 days from the date of the Conditional Failure Notice, the disbursement that was withheld shall be promptly made. In the event a party disagrees in good faith with the determination of such officer or agent of the City, such party may appeal the determination to the Governing Body of the City by providing written notice to the City Clerk within 10 days of the end of the 30-day period, and the retained funds shall not be disbursed until the Governing Body

directs the disbursement. Such notice of appeal shall reasonably describe the basis for such appeal. The City agrees to conduct a public hearing on such appeal within 60 days of receipt of such notice and to provide the party requesting such appeal with not less than 10 days written notice of the hearing date, time and location. The determination of the Governing Body with respect to the disbursement shall be final. Any determination by the officer or agent of the City or by the Governing Body under this **Section 601** that funds should not be disbursed shall apply as to that particular disbursement only and shall not impair or in any manner affect future disbursements.

Section 602. Effect of Reimbursement if Termination. Notwithstanding anything herein to the contrary, if this Agreement has been terminated in accordance with its terms, the City shall have no obligation to reimburse the Developer for any RHID Eligible Expenses following the termination of this Agreement regardless of when the expense was submitted to the City.

ARTICLE VII DEVELOPMENT OF THE RHID PROJECT; TIMING AND APPROVALS

Section 701. Development of the Project and RHID Project.

(a) Developer agrees to pursue the Project in accordance with the requirements of this Agreement and all City zoning and building requirements applicable to the Project.

(b) The City may elect to terminate this Agreement if, on or before 30 days after the City's written notice to Developer of such default, Developer has not cured such default:

a. if construction of the Project, including the RHID Project, has not commenced by April 1, 2026 (subject to Permitted Delays), as evidenced by the issuance of a building permit by the City for at least one home; or

b. if the Developer has not constructed at least four homes, as determined by the City's passing the final inspection for all four homes, by August 1, 2027 (subject to Permitted Delays); or

c. if the Developer has not sold at least two homes and constructed at least eight homes, as determined by the City's passing the final inspection for all eight homes, by August 1, 2028 (subject to Permitted Delays); or

d. if the Developer has not sold at least four homes and constructed at least twelve homes, as determined by the City's passing the final inspection for all twelve homes, by August 1, 2029 (subject to Permitted Delays); or

e. if construction of the Project, including the RHID Project, is not substantially completed by December 31, 2030 (subject to Permitted Delays), as evidenced by the City passing the final inspection for all residential units included in the Project.

(c) The provisions of **Section 1002(b)** of this Agreement relating to the ability to cure default shall not apply to the City's option to terminate pursuant to this Section.

Section 702. RHID Project Approval. The Developer shall submit to the City all engineering plans for public infrastructure and construction plans as required by the building and construction codes adopted by the City for the RHID Project. Whenever this Agreement requires the Developer to submit plans, drawings or other documents to the City for approval, the City shall

use its standard procedures for review and approval of such submissions so as to not unduly hinder or delay the RHID Project; provided, however, that the City may issue permits for the construction of dwelling units prior to the completion of site improvements, and provided, further, that no final inspection shall be approved for any dwelling unit until site improvements are completed.

Section 703. Insurance and Indemnification.

(a) **Indemnification.** The Developer agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless from and against all liability for damages, costs and expenses, including attorney fees, arising out of any claim, suit, judgment or demand to the extent resulting from the negligent and/or intentional acts or omissions of the Developer, its contractors, subcontractors, agents or employees in the performance of this Agreement. The Developer shall give the City written notice of any claim, suit or demand which may be subject to this provision at the earliest feasible date.

(b) **Insurance.** Not in derogation of the indemnification provisions set forth herein, the Developer shall, at its sole cost and expense, throughout the term of this Agreement (to the extent the Developer has not sold the Project, or any portion thereof, to unrelated third parties), insure and keep insured any vertical structures built in the RHID against direct loss or damage occasioned by fire, flood and extended coverage perils through insurers with a Best's rating of no less than "A" and/or that is reasonably acceptable to the City and without co-insurance. The insurance shall be for an amount that is not less than the full replacement cost of such structures and insurance proceeds shall be used to restore the vertical structures after a triggering event.

Section 704. Federal, State and Local Laws. The Developer agrees to abide by, and the Project shall be completed in conformity with, all applicable federal, state and local laws and regulations.

Section 705. Nondiscrimination. The Developer, for itself and its successors and assigns, agrees that throughout the RHID Term:

(a) Developer shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, national origin, ancestry or age;

(b) If Developer is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, Developer shall be deemed to have breached the Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and

Developer further agrees that throughout the RHID Term, Developer shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) as well as all other federal, state and local laws, ordinances and regulations applicable to the Project and to furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to the Project.

Section 706. City and Other Governmental Permits. Before commencement of construction or development of any buildings, structures or other work or improvement the Developer shall, at its own expense, secure or cause to be secured any and all permits which may be required by the City and any other governmental agency having jurisdiction as to such construction development or work.

ARTICLE VIII REAL ESTATE TAXES

Section 801. Agreement to Pay Taxes and Assessments; Right to Protest. The Developer agrees that it shall (to the extent the Developer has not sold the Project, or any portion thereof, to third parties) pay taxes and assessments for the Project promptly on or before the due date of such tax bills. The Developer shall have the right to pay said taxes under protest in accordance with applicable law and agrees to provide prompt written notice to the City if it elects to pay said taxes under protest or of any appeal of real estate taxes or valuation of any property within the RHID by the County Appraiser.

ARTICLE IX USE, ASSIGNMENT, SALE AND LEASE

Section 901. Use Restrictions. The allowable uses on the property and within the RHID will be subject to the lawful zoning power of the City and will not be subject to use restrictions solely by virtue of this Agreement.

Section 902. Restriction on Transfer. There shall be no restriction in the sale, transfer or leasing of the property within the RHID to a subsequent homeowner; however, the transfer of any Developer's right or obligation hereunder is governed by **Section 903 and 904.**

Section 903. Transfer of Obligations. The rights, duties and obligations hereunder of the Developer may be assigned, in whole or in part, to another entity, subject to the approval of the Governing Body following receipt of an opinion by the City's City Attorney, or other designee, that the assignment complies with the terms of this Agreement. Any proposed assignee shall have qualifications and financial responsibility, as reasonably determined by the Governing Body, necessary and adequate to fulfill the obligations of the Developer under this Agreement. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer under this Agreement and agree to be subject to all the applicable conditions and restrictions to which the Developer is subject. The City shall notify the Developer within 45 days of receipt by the City of a written request to approve a proposed assignment under this Section of its approval or disapproval. All written requests for approval of a proposed assignment shall include a description of the qualifications and financial resources of the proposed assignee and the form of a proposed assignment and assumption agreement. If the City elects to disapprove a requested assignment, it will include in its notice to the Developer the basis for the disapproval. The Developer shall not be relieved from any obligations set forth herein unless and until the City specifically agrees to release the Developer. The Developer agrees to record the assignment in the office of the register of deeds of Shawnee County, Kansas, in a timely manner following the execution of such agreement. Notwithstanding anything herein to the contrary, the Developer may, upon prior

written notice to the City (and without the need for the City's approval), assign this Agreement to an entity that is more than 50% owned or controlled by the Developer; provided such entity assumes in writing all obligations of the Developer under this Agreement.

Section 904. Assumption of Obligations. The Parties' obligations pursuant to this Agreement, unless earlier satisfied, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land, enforceable against the purchasers or other transferees as if such purchaser or transferee were originally a party and bound by this Agreement. Notwithstanding the foregoing, no property owner (other than the Developer, its affiliates or any of their principals) of any part of the RHID shall be bound by any obligation of Developer solely by virtue of being a property owner; provided, however, that no transferee or owner of property within the RHID shall be entitled to any rights whatsoever or claim upon the RHID Increment, except as specifically authorized in writing by the Developer and as provided in this Agreement.

Section 905. Change of Ownership. The Developer shall promptly provide written notice to the City of any change in the owners/members owning/comprising more than 25% of such entity. Change in the owners/members owning/comprising more than 50% of such entity shall require consent of the Governing Body.

ARTICLE X BREACH, DEFAULTS AND REMEDIES

Section 1001. Breach. Any noncompliance by the Developer or City with the provisions of this Agreement, including the time limits and the manner for the completion of the Project as herein stated, except for Permitted Delays, shall constitute a breach of this Agreement and the breaching party shall be granted an opportunity to cure as provided in **Section 1002** prior to such breach being deemed an "Event of Default" as defined in **Section 1002**.

Section 1002. Event of Default—General. The following events shall constitute an "Event of Default" under this Agreement:

(a) Subject to the extensions of time set forth in **Section 1007**, failure or delay by either party to perform any term or provision of this Agreement, after receiving written notice and failing to cure, as set forth in subsection (b) below, constitutes an Event of Default under this Agreement. A party claiming a breach (claimant) shall give written notice of breach to the other party, specifying the breach complained of.

(b) The claimant shall not institute proceedings against the other party, nor be entitled to damages if the Developer and/or the City within 14 days from receipt of such written notice, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within 30 days from the date of receipt of such notice or, if such cure, correction or remedy by its nature cannot be effected within such 30 day period, such cure, correction or remedy is diligently and continuously prosecuted until completion thereof. In the event the breaching party refuses or is unable to cure, correct or remedy such breach within the time limits stated in this subsection, then such failure shall be deemed an Event of Default and the

nonbreaching party shall be entitled to the remedies set forth in **Section 1003**.

(c) If the Developer has assigned, in whole or in part, rights, duties and obligations under this Agreement to another entity in accordance with **Section 903** of the Agreement, a failure of an assignee to perform any of the duties and obligations assigned to the assignee by the Developer in accordance with **Section 903** shall not constitute an “Event of Default” with respect to the Developer and will not give rise to any remedies against the Developer under this Agreement, including, but not limited to, any remedies which would adversely affect the Developer’s rights to reimbursement, whether or not such remedies are specifically directed towards the Developer.

Section 1003. Remedies on Event of Default.

(a) Whenever any Event of Default by Developer shall have occurred and be continuing, subject to applicable cure periods, the City may take one or more of the following remedial steps:

- (i) compel specific performance;
- (ii) withhold or apply funds from the RHID Fund to such extent as is necessary to protect the City from loss and/or to ensure that such portions of the RHID Project that the City deems are in the best interest of the City are successfully implemented in a timely fashion;
- (iii) refuse to approve any further reimbursements for RHID Eligible Expenses and make any disbursements until such Event of Default is cured by Developer;
- (iv) pursue any remedy at law and in equity; and/or
- (v) terminate this Agreement.

(b) The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Developer as set forth in this Agreement (except for specific performance of the construction of the Project), to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages as provided by State law incurred by the City resulting from such Developer default.

(c) Whenever any material Event of Default by the City shall have occurred and be continuing, subject to applicable cure periods, the Developer shall have the right, but not the obligation to:

- (i) terminate this Agreement; and/or
- (ii) pursue any remedy at law or in equity.

(d) The Developer may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the City as set forth in this Agreement, to enforce or preserve any other rights or interests of the Developer under this Agreement or otherwise existing at law or in equity and to recover any damages as provided by State law incurred by the resulting from such City default.

(e) Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default of the other party. No waiver made by either party shall apply to obligations beyond those expressly waived. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Section shall not operate as a waiver of such rights or limit them in any way.

(f) Notwithstanding any termination of this Agreement by the Developer as permitted herein, the Developer shall continue to be liable for all City Expenses, only to the extent such City Expenses are incurred through the date of termination of this Agreement.

Section 1004. Acceptance of Service of Process.

(a) In the event that any legal action is commenced by the Developer against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law.

(b) In the event that any legal action is commenced by the City against the Developer, service of process on the Developer shall be made to:

LB Lots, LLC
Jennifer Sourk
3024 SW Wanamaker Rd, St. 300
Topeka, KS 66614

as its agent to receive service of process or other legal summons for purposes of any such action or proceeding.

Section 1005. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

Section 1006. Inaction Not a Waiver of Default. Any failures or delays by any party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any action or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 1007. Permitted Delays. Notwithstanding anything in this Agreement to the contrary, any Permitted Delays by a party performing its respective obligations hereunder shall not render such party in default or breach hereof (or give rise to any other party's exercise of rights or remedies hereunder, including, without limitation, the City's termination of this Agreement) and shall result in automatic good faith extensions of any starting or completion dates affected thereby, provided such delayed party continues to exercise good faith and due diligence in attempting to resolve the cause of any such delay and to continue to perform hereunder.

ARTICLE XI GENERAL PROVISIONS

Section 1101. Time of Essence. Time is of the essence of this Agreement. Each party to this Agreement will make every reasonable effort to expedite the subject matters hereof and acknowledges that the successful performance of this Agreement requires its continued cooperation.

Section 1102. Amendment. This Agreement, and any exhibits attached to the Agreement, may be amended only by the mutual consent of the parties, upon official action of the City's Governing Body approving said amendment, and by the execution of said amendment by the parties to this Agreement or their successors in interest.

Section 1103. Immunity of Officers, Employees and Members. No personal recourse shall be had for the payment of the cost of the RHID Project or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Agreement against any past, present or future owner, officer, manager, member, employee or agent of a party to the Agreement, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and any liability of any such officers, members, directors, employees or agents is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. Furthermore, no past, present or future owner, officer, manager, member, employee or agent of a party to this Agreement shall be personally liable to the City, the Developer or any successor in interest, for any default or breach by the City, Developer or any successor in interest.

Section 1104. Right of Access. For the purposes of assuring compliance with this Agreement, representatives of the City shall have the right of access to the RHID Project, without charges or fees, at normal construction hours during the period of construction for purposes strictly related to this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the City shall carry proper identification, and shall not in any manner impair, hinder or interfere with the construction activity; provided, however, nothing herein is intended to limit or restrict rights the City has to inspect or otherwise have access to the RHID Project in the performance of its governmental role.

Section 1105. No Other Agreement. Except as otherwise expressly provided herein, this Agreement and all documents incorporated herein by reference supersedes all prior agreements, negotiations and discussions, both written and oral, relative to the subject matter of this Agreement and is a full integration of the agreement of the parties.

Section 1106. Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement or the Development Plan in order to render the same valid and enforceable. In no such event shall the validity or enforceability of the remaining valid portions hereof be affected.

Section 1107. Amendment to Carry Out Intent. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, the parties shall take such reasonable measures including but not limited to reasonable amendment of this Agreement to cure such invalidity where the invalidity contradicts the clear intent of the parties in entering into this Agreement.

Section 1108. Governing Law and Venue. For any claims arising out of this Agreement, performance or non-performance under this Agreement, and for any request or demand for damages resulting from the breach or default under this agreement, the sole and exclusive venue for litigation shall be the District Court in Shawnee County, Kansas or the U.S. District Court for the District of Kansas in Topeka, Kansas. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to conflict of laws principles. In the event litigation is filed by one party against another to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorneys' fees and litigation expenses for the relief granted, to the extent permitted by law.

Section 1109. Notice. All notices and requests required pursuant to this Agreement shall be in writing and shall be sent as follows:

To the City:

Brenda Younger, City Clerk
City of Topeka
City Hall
215 SE 7th St.
Topeka, KS 66603

To the Developer:

LB Lots, LLC
Attention Jennifer Sourk
3024 SW Wanamaker Rd. Ste. 300
Topeka, KS 66614

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, national recognized overnight courier (*e.g.*, FedEx), or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

Section 1110. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they in any way be interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

Section 1111. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 1112. Recordation of Agreement. The parties agree to execute and deliver this Agreement or a **memorandum** of this Agreement in mutually acceptable form for recording in the real property records of Shawnee County, Kansas.

Section 1113. Consent or Approval. Except as otherwise provided in this Agreement, whenever consent or approval of either party is required, such consent or approval shall not be unreasonably withheld.

Section 1114. Survivorship. Notwithstanding the termination of this Agreement, Developer's obligations with respect to **Section 703(a)**, **Section 1103** and any other terms and conditions which by their nature should survive termination, shall survive the termination of this Agreement.

Section 1115. Incorporation of Exhibits. The Exhibits attached to the Agreement and incorporated in the Agreement by reference are a part of this Agreement to the same extent as if fully set forth herein.

Section 1116. Cash Basis and Budget Laws. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. §§10-1100 *et seq.*), the Budget Law (K.S.A. § 79-2935 *et seq.*), and other laws of the State. This Agreement shall be construed and interpreted in such a manner as to ensure the City shall at all times remain in conformity with such laws.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties to the Agreement have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

LB LOTS, LLC

Its:

STATE OF KANSAS)
) ss.
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this ___ day of _____, 2025, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ who is personally known to me to be the same person who executed the within instrument on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

MY APPOINTMENT EXPIRES:

Notary Public
Printed Name: _____

CITY OF TOPEKA, KANSAS

Dr. Robert Perez, City Manager

ATTEST:

Brenda Younger, City Clerk

APPROVED AS TO FORM AND LEGALITY

DATE _____ BY _____

EXHIBITS

Exhibit A	RHID Legal Description
Exhibit B	CID Legal Description
Exhibit C	CID Eligible Project Costs
Exhibit D	Housing Development Plan (to be added upon submission)
Exhibit E	House Plan Presentation
Exhibit F	RHID Eligible Project Costs (to be added upon submission)
Exhibit G	Certification of Expenditures
Exhibit H	Forms for Reimbursement

EXHIBIT A

RHID Legal Description

Lot 2, Block A, Lauren's Bay Subdivision No. 2, In the City of Topeka, Shawnee County, Kansas
Lot 3, Block A, Lauren's Bay Subdivision No. 2, In the City of Topeka, Shawnee County, Kansas
Lot 1, Block A, Lauren's Bay Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 2+, Block A, Lauren's Bay Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 12, Block A, Lauren's Bay Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 13, Block A, Lauren's Bay Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 11, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 12, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 13, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 14, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 20, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 21, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 1, Block C, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 2, Block C, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 3, Block C, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas
Lot 5, Block C, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas

EXHIBIT B

CID Legal Description

Lots 11, 12, 13, 14, 20, 21, 22, 24 and 28, Block B, Lauren's Bay Estates Subdivision; Lots 1, 2, 3 and 5, Block C, Lauren's Bay Estates Subdivision; Lot 2 and part of Lot 1 (Parcel ID 1442004005052000), and Lots 12 and 13, Block A, Lauren's Bay Subdivision; and Lots 2 and 3, Block A, Lauren's Bay Subdivision No. 2, all in and to the City of Topeka, Shawnee County, Kansas

EXHIBIT C

CID Eligible Project Costs

EXHIBIT D
Housing Development Plan

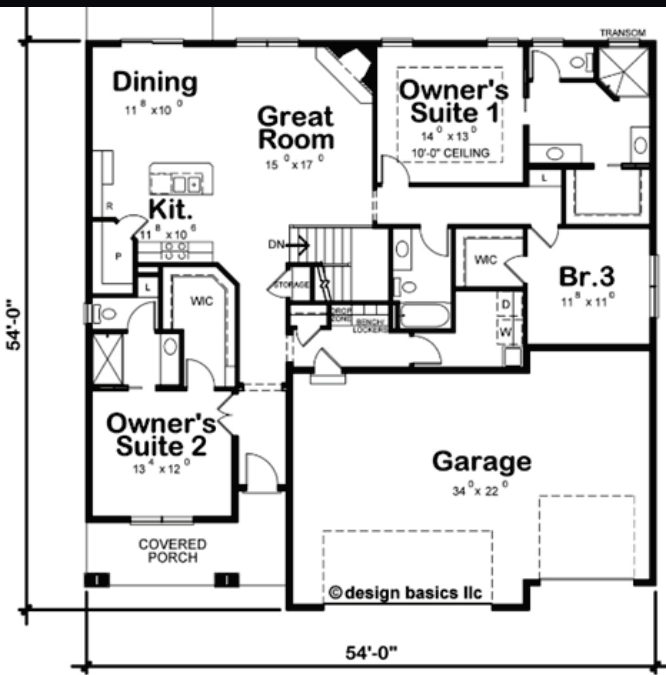
Exhibit E
House Plan Presentation

A scenic view of a lake or bay with a rocky shoreline in the foreground, surrounded by trees and a house in the background. The water is calm and reflects the sky. The shoreline is composed of large, brownish rocks. In the background, there is a dense line of trees, including evergreens and deciduous trees with some autumn-colored leaves. A house is visible through the trees in the distance.

Lauren's Bay Subdivision

Topeka, KS

CEDAR HILL

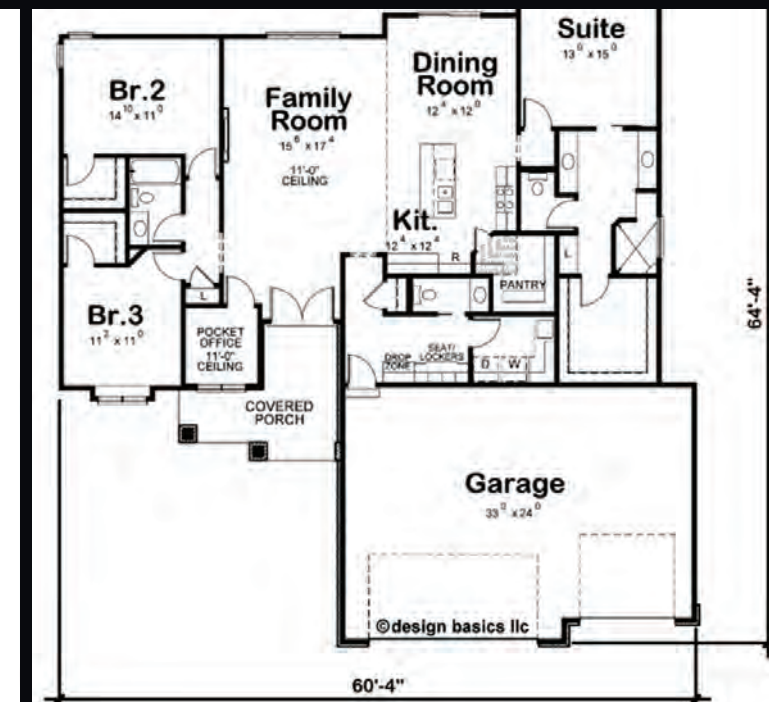


- 1936 Sq ft
- 3/3/3 unfinished basement
- 54' x 54'

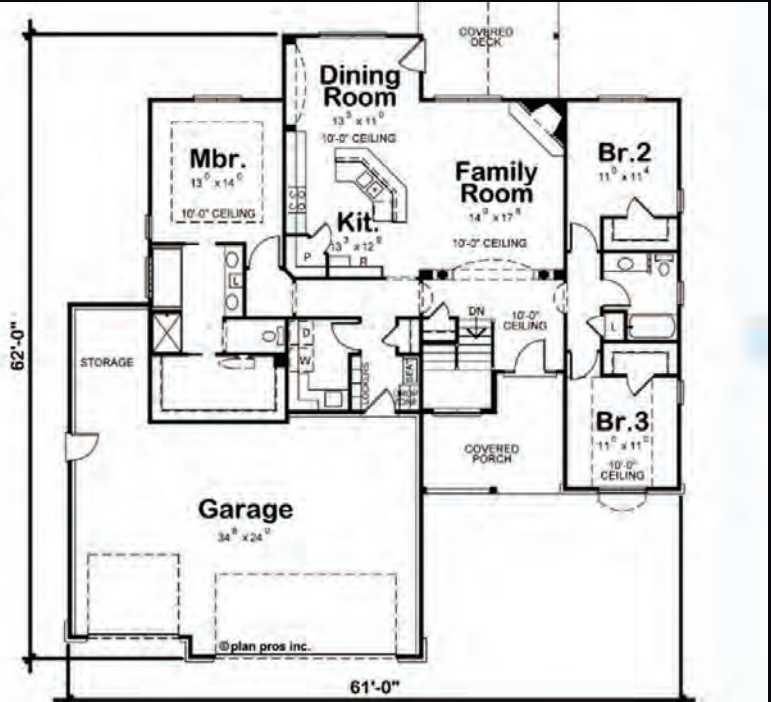


COTTER MODERN

- 1976 sq ft
- 3/2.5/3 Slab on Grade
- 60.5'x 64'5"



ELWAY

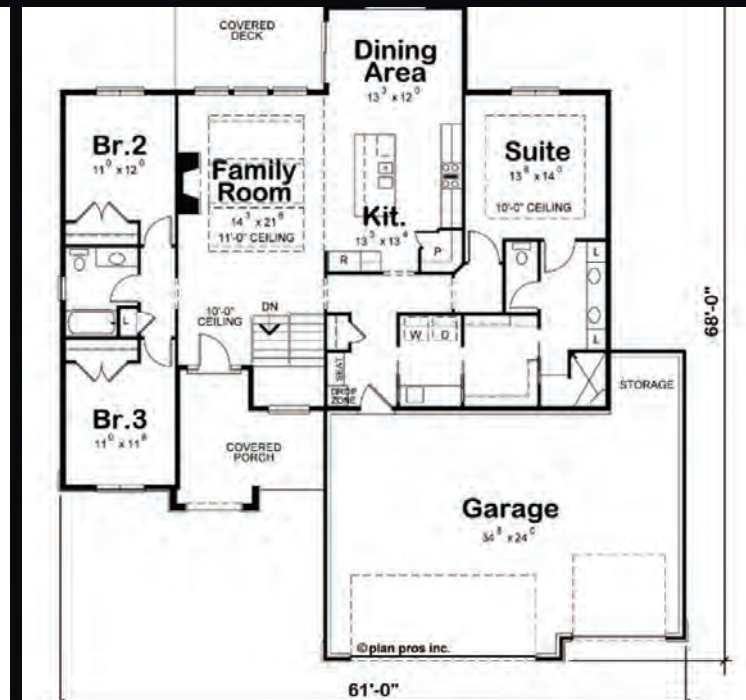


- 1826 sq ft
- 3/2/3 Slab on Grade
- 61'x62'

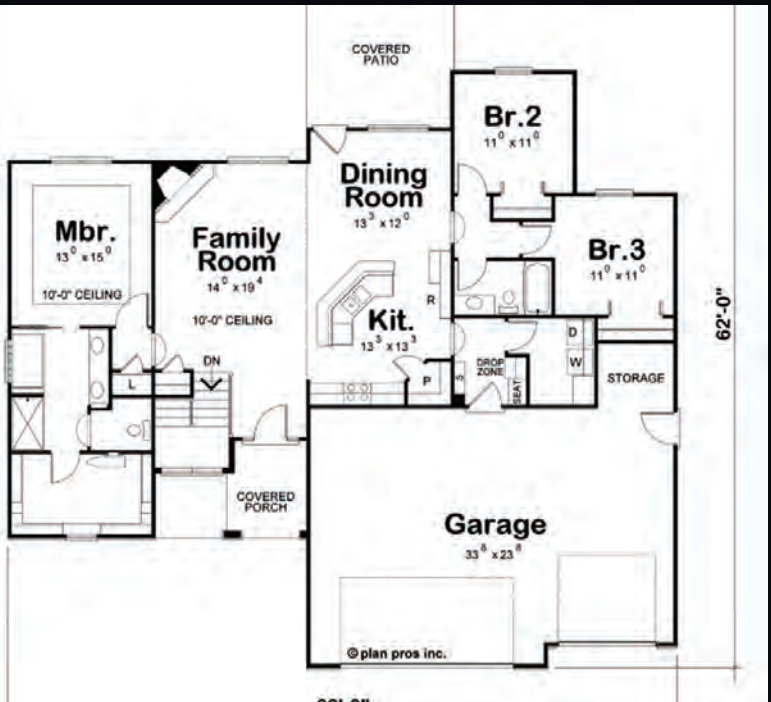


ELWAY GLENN

- 1861 sq ft
- 3/2/3 unfinished basement
- 61'x68'



HESTER

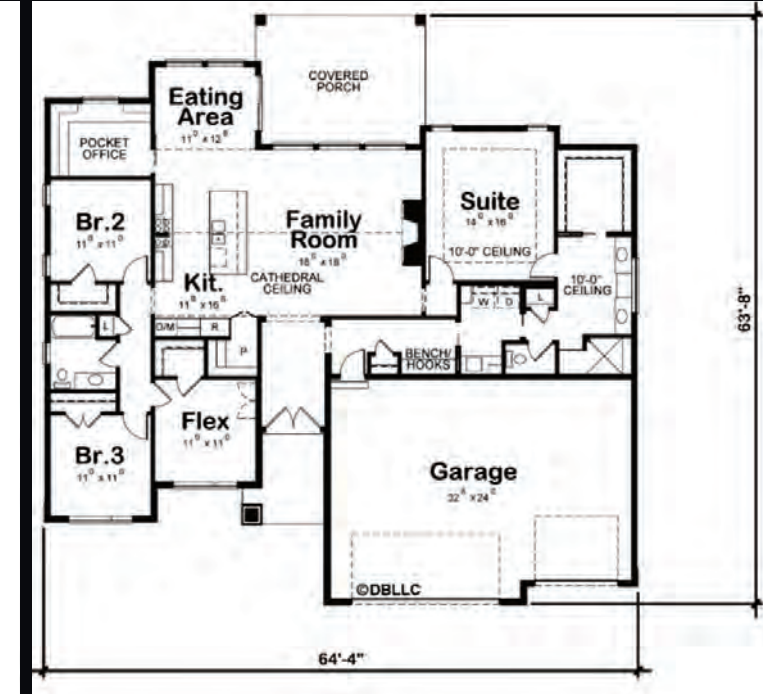


- 1720 sq ft
- 3/2/3 unfinished basement
- 62'x55.5'



JACKSON MODERN

- 2176 sq ft
- 4/2/3 slab on grade
- 64'x64'





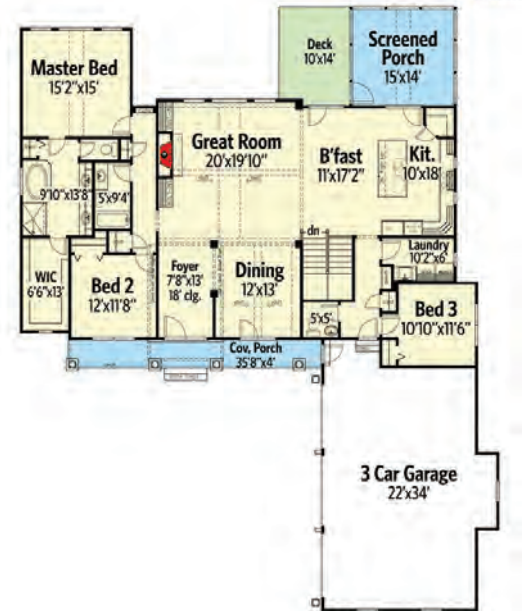
Lake House Plan

2297 sq ft

3/2.5/3 optional basement

67'6" x 85'4"

Main Level



Optional Finished Lower Level

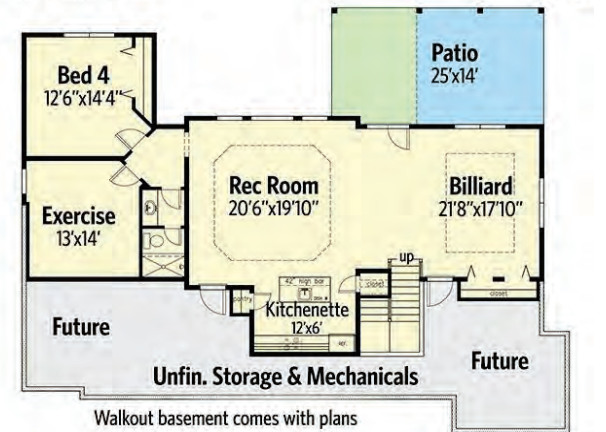


EXHIBIT F
RHID Eligible Project Costs

EXHIBIT G

CERTIFICATION OF EXPENDITURES

Date: _____

Certification # _____

City Clerk of the
City of Topeka, Kansas

In accordance with the Development Agreement for the Lauren’s Bay Development RHID dated _____, 2025 (the “Agreement”), between the City of Topeka, Kansas, (the “City”), and LB Lots, LLC, (the “Developer”), the Developer hereby certifies, with respect to all payment amounts requested pursuant to this Certificate to be reimbursed to the Developer, as follows:

1. All amounts are RHID Eligible Project Costs (as defined in the Agreement) that are reimbursable to the Developer pursuant to the Agreement and the RHID Act, (as defined in the Agreement).
2. All amounts have been advanced by the Developer for RHID Eligible Project Costs (as defined in the Agreement) in accordance with the Agreement and represent the fair value of work, materials or expenses.
3. No part of such amounts has been the basis for any previous reimbursement under the Agreement from the Reimbursement Funds or request for reimbursement from the RHID Fund (as defined in the Agreement).
4. All taxes and assessments currently due on any property owned by the Developer in the City of Topeka have been paid.
5. No uncured Events of Default under the Agreement currently exist.

The Developer further certifies that all insurance policies required to be in force under the Agreement are in full force and effect and that the Developer is in compliance, in all material respects, with all further terms of the Agreement.

The total amount of reimbursement requested by this Certificate is \$_____, which amount is itemized on Attachment D-1 attached to the Certificate and which Attachment D-1 includes ___ page(s), is incorporated herein by reference and has been initialed by the authorized representative of the Developer who signed this Certificate. Attached to Attachment D-1 are copies of the contract, invoice or other billing for the RHID Eligible Project Costs for which the Developer seeks reimbursement, along with copies of checks, evidence of wire transfers or other evidence of payment by the Developer of such RHID Eligible Project Costs and hereby certify that such copies are true and accurate copies of the original documents.

LB Lots, LLC
A Kansas Limited Liability Company

By: _____

Print Name and Title

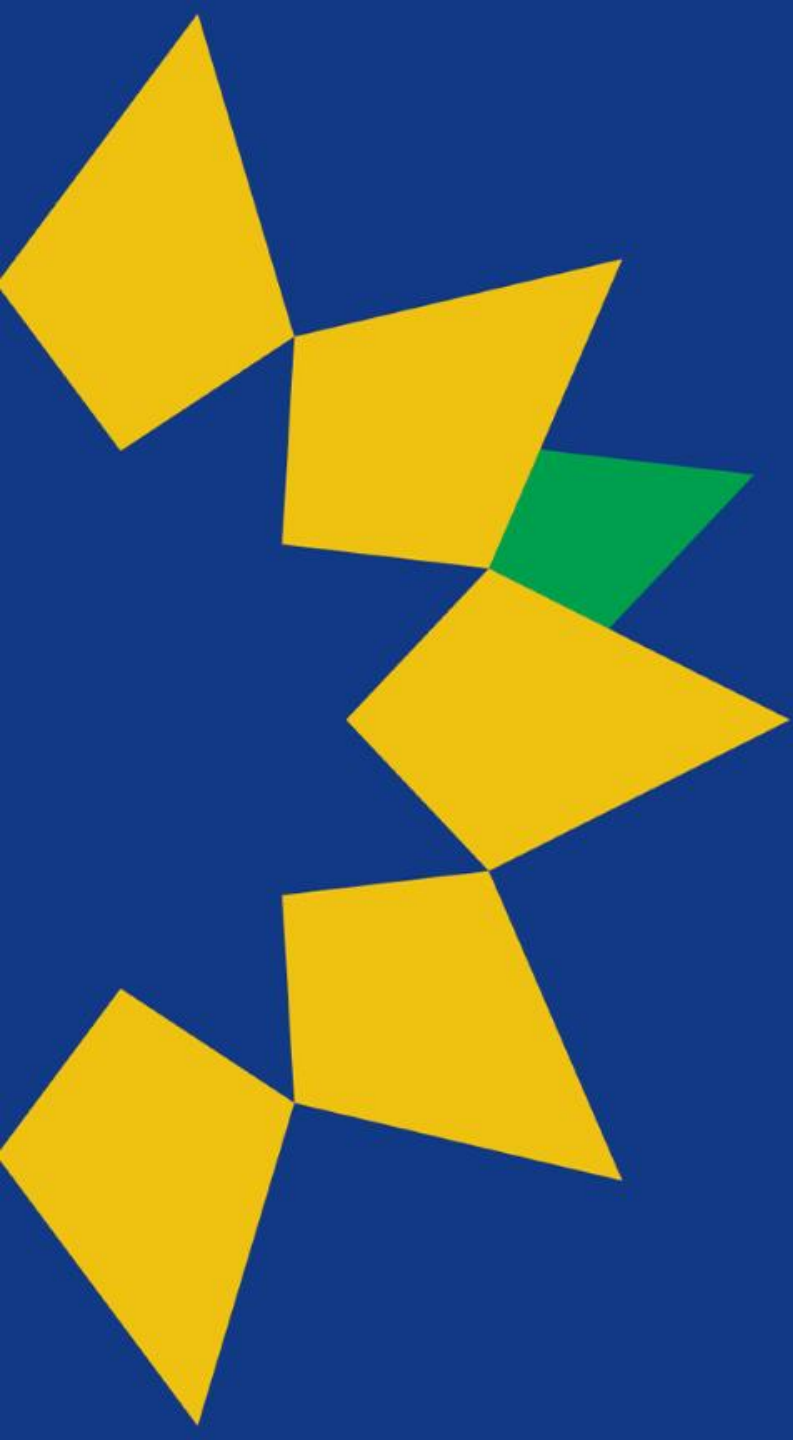
**EXHIBIT H
REIMBURSEMENT FORM**

Date: _____

Certificate # _____

Description of Expense (attach additional supporting documentation)	Amount of Expense
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Expenses	\$ _____

Initials of Developer



**CITY OF
TOPEKA**



**LB Lots, LLC
Lauren's Bay Development
RHID**

Rhiannon Friedman, Planning & Development Director

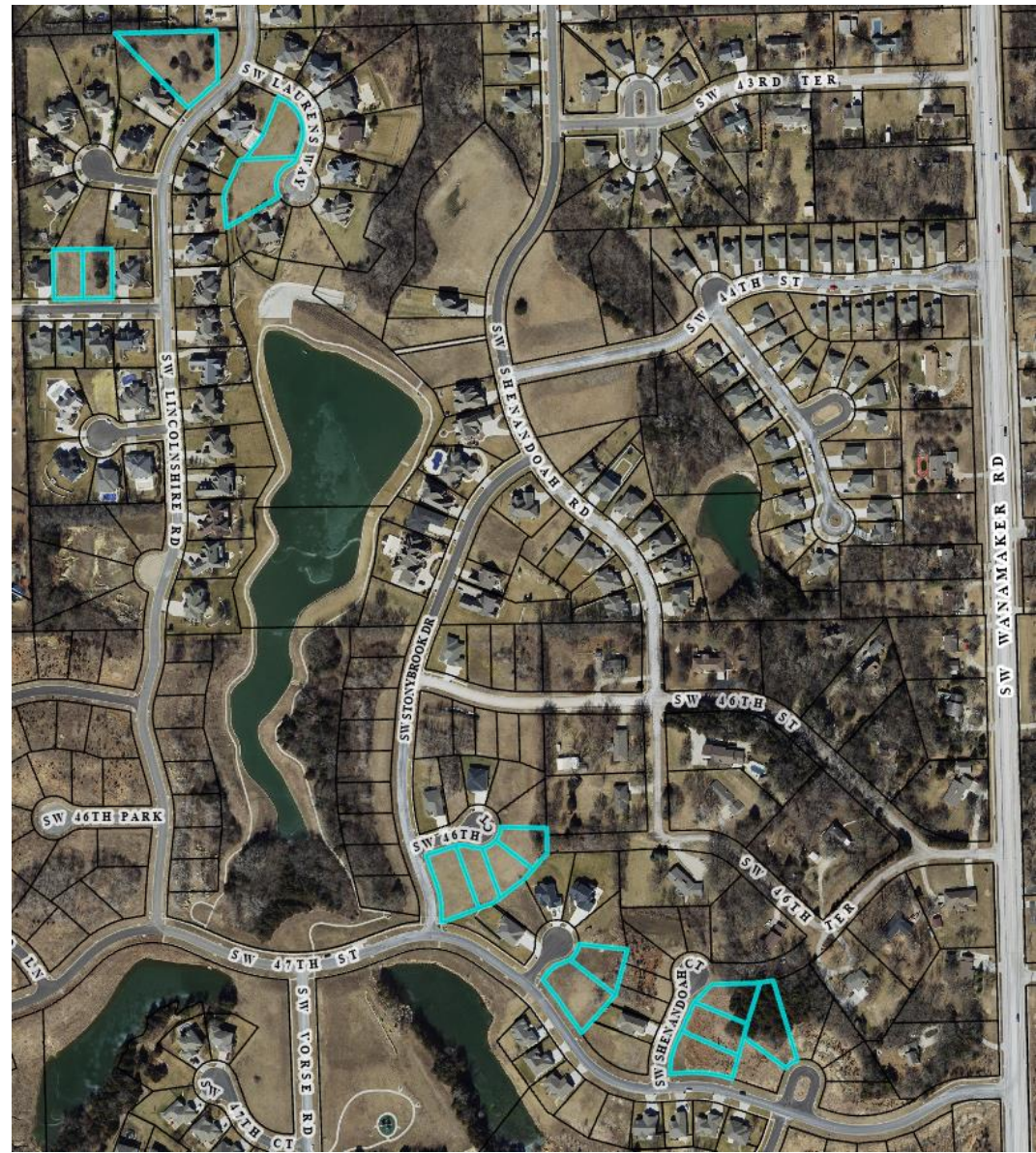
District Overview

- The City of Topeka has received an application requesting the creation of an RHID district for 15 lots located in Lauren's Bay.
- Staff is seeking approval at the March 18th meeting to send this district to the Kansas Department of Commerce for approval.



Lauren's Bay

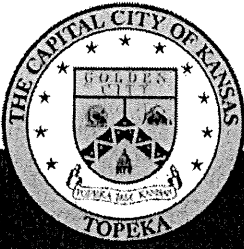
- Lauren's Bay entrance is located at SW 47th & Wanamaker Rd. The map on the right shows the 15 lots that will be included in the district if approved by Dept. of Commerce.
- LB Lots proposal is to build and sell 15 single-family homes in the proposed district over the next 4 years. The homes will vary in cost and size to meet the market demand for the area.



Next Steps

- Application requesting a district be created was submitted on February, 13th 2025 by applicant LB Lots.
- We are currently seeking approval to send to Department of Commerce for the creation of a district at the March, 18th 2025 Governing Body meeting.





CITY OF TOPEKA

Application for Creation of a RHID District

APPLICANT: LB Lots, LLC

ADDRESS: 3024 SW Wanamaker Rd. Ste. 300, Topeka, KS 66614

PHONE #: 785-272-1535

E-MAIL ADDRESS: jsourk@midwest-health.com

CONTACT PERSON: Jennifer Sourk

PROJECT NAME: Lauren's Bay Development

Please complete the following items.

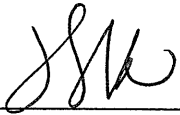
1. As **Exhibit A**, provide a cover letter formally requesting the creation of a district, including a general description of the housing development expected to occur within the districts, the names of the housing developer or developers expected to construct such housing, the expected timing of such housing development, a narrative describing how the district is likely to address the policy goals of the Housing Study and discussion of how the use of RHID is consistent with the City's but-for principle.
2. As **Exhibit B**, provide a legal description of the proposed district and a map depicting the existing parcels of real estate in the proposed district.
3. As **Exhibit C**, provide evidence of site control or a detailed plan for which the developer intends to secure site control.
4. As **Exhibit D**, provide certification that neither the developer entity nor any of its shareholders/ partners/members is delinquent on its property tax or special assessment payments on any property it owns or controls in Shawnee County. (*Exhibit D of this document is a form that must be completed by the Shawnee County Treasurer.*)
5. Applicant with support of the city needs to provide certification that neither the developer entity nor any of its shareholders/ partners/members has any outstanding utility bills, zoning or property maintenance, or other code cases pending with the city.

6. A non-refundable application fee of \$5,000 will be required upon submission of the application of the RHID district to the City Clerk. If the Developer withdraws the application, the City Governing Body elects not to create the District or does not approve the Housing Plan, or Kansas Secretary of Commerce elects to not approve the application, the City shall keep the application fee to reimburse it for the costs of processing and reviewing the application. The Developer shall not be entitled to any refund of the fee.

CERTIFICATION OF APPLICANT


APPLICANT HAS RECEIVED AND REVIEWED THE CITY'S RURAL HOUSING INCENTIVE DISTRICT POLICY (RESOLUTION NO. 9379). THE APPLICANT UNDERSTANDS AND AGREES TO THE TERMS OF THE POLICY AND PROCEDURES, INCLUDING PAYMENT OF THE REQUIRED FEES. THE APPLICANT UNDERSTANDS THAT A SUBMISSION OF A HOUSING DEVELOPMENT PLAN APPLICATION WILL BE REQUIRED SHOULD THE CREATION OF A RHID DISTRICT APPLICATION BE APPROVED.

AS OF THE DATE OF APPLICANT'S EXECUTION OF THIS APPLICATION, TO THE BEST OF THE APPLICANT'S KNOWLEDGE, THE INFORMATION CONTAINED WITHIN THIS APPLICATION IS TRUE AND CORRECT.

By: 
Signature of Authorized Agent for Entity

Title: General Counsel

Date: 2/10/2025

STATE OF KS
COUNTY OF Shawnee
This document was acknowledged before me on 2/10/25 by _____


Notary Public
My commission expires: 2/13/26

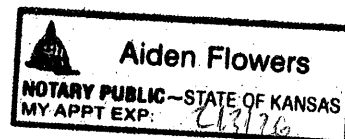


EXHIBIT A

Insert or attach here:

LB Lots, LLC, and its affiliated entities, Klaton Properties, LLC and 3420 Fairlawn, LLC, formally request the creation of an RHID district in the Lauren's Bay area of southwest Topeka. LB Lots intends to build and sell fifteen single-family homes in the district over the next four years. The homes will be priced so as to meet the high demand, as articulated by the housing study, for homes over \$250,000. Introducing more homes into the market will help meet the growing demand for such residences, which, in turn, introduces more homes in a lower price range into the market.

The development that LB Lots proposes would not be financially feasible but-for the RHID revenue LB Lots seeks with this application. This is evidenced by the lack of development of these parcels over the last ten-plus years.

EXHIBIT B

Insert or attach here:

See Attachments 1 & 2

EXHIBIT C

Insert or attach here:

See Attachment 3.

All lots are owned either by LB Lots, LLC, or an affiliated organization. Developer will transfer ownership of all the noted properties from LB Lots, LLC, Klaton Properties, LLC, and 3420 Fairlawn, LLC, into a new entity after approval of this RHID application. The new entity will be owned by LB Lots, LLC's present ownership along with another experienced real estate developer.

EXHIBIT D

Shawnee County Treasurer
200 SE 7th, Room 101
Topeka KS 66603

Dear Shawnee County Treasurer:

The City of Topeka requires any entity applying for a Rural Housing Incentive District to be in good standing with Shawnee County and all outstanding taxes paid. For your convenience, we have developed the template below to be filled out on the applicant. All completed forms can be sent directly to Rhiannon Friedman at rmfriedman@topeka.org or mailed to City of Topeka Economic Development, 621 SE Madison / Unit 11, Topeka KS 66607.

Sincerely,



Rachelle Mathews
Deputy Director of Financial Services

Taxpayer Name: _____

Date: _____

Does the Entity listed above owe any outstanding and unpaid taxes as of the date above?

Yes

N

Amount owed (if any): _____

Name and Title: _____

Signature: _____

Date: _____

Attachment 1

Lot 2, Block A, Lauren's Bay Subdivision Number 2, In the City of Topeka, Shawnee County, Kansas

Lot 3, Block A, Lauren's Bay Subdivision Number 2, In the City of Topeka, Shawnee County, Kansas

Lot 1, Block A, Lauren's Bay Subdivision, In the City of Topeka, Shawnee County, Kansas

Lot 2+, Block A, Lauren's Bay Subdivision, In the City of Topeka, Shawnee County, Kansas

Lot 12, Block A, Lauren's Bay Subdivision, In the City of Topeka, Shawnee County, Kansas

Lot 13, Block A, Lauren's Bay Subdivision, In the City of Topeka, Shawnee County, Kansas

Lot 11, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas

Lot 12, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas

Lot 13, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas

Lot 14, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas

Lot 20, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas

Lot 21, Block B, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas

Lot 1, Block C, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas

Lot 2, Block C, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas

Lot 3, Block C, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas

Lot 5, Block C, Lauren's Bay Estates Subdivision, In the City of Topeka, Shawnee County, Kansas

Attachment 2



Attachment 3

Cynthia A. Beck

2013R26013

SHAWNEE COUNTY, KANSAS
 REGISTER OF DEEDS
 REBECCA J. NIOCE
 DATE RECORDED:
 12/18/2013 4:12:20 PM
 DEBT: 0

237002 DEC 18 2013

KANSAS QUITCLAIM DEED

On this 12 day of December, 2013,

James A. Klausman and Joleen L. Klausman, a Married Couple,

("Grantors") QUITCLAIM to:

3420 SW Fairlawn, LLC, a Kansas Limited Liability Company,

("Grantee(s)") the following-described real estate in Shawnee County, Kansas:

- Lots 11, 12, 13, 14, 20 and 21, Block B, Lauren's Bay Estates Subdivision in Shawnee County, Kansas.
- Lots 14, 15, 16, 17, 18 and 19, Block H, Lauren's Bay Estates Subdivision in Shawnee County, Kansas.
- Lots 19, 20, 21 and 22, Block J, Lauren's Bay Estates Subdivision in Shawnee County, Kansas.
- Lots 1, 2, 3 and 4, Block T, Lauren's Bay Estates Subdivision in Shawnee County, Kansas.

For the sum of One Dollar and other Good and Valuable Consideration

SUBJECT TO: Covenants, Conditions, Easements and Restrictions of Record

James A. Klausman

 James A. Klausman

Joleen L. Klausman

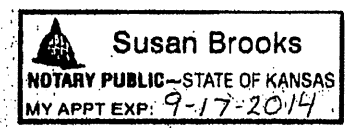
 Joleen L. Klausman

STATE OF KANSAS)
) ss:
 COUNTY OF SHAWNEE)

This instrument was acknowledged before me on December 12, 2013, by James A. Klausman and Joleen L. Klausman.

Susan Brooks

 Notary Public



My Appointment Expires: 9-17-2014

Pursuant to K.S.A. 79-1437e, a real estate validation questionnaire is not required due to Exception No. 4.



Oct 07, 2014 #100989

Cynthia Beck

2014R17244

SHAWNEE COUNTY, KANSAS
REGISTER OF DEEDS
REBECCA J. NIOCE
DATE RECORDED:
10/07/2014 09:35:27 AM
DEBT: 0.00

Mall Tax Statement to:

*3715 SW 29th Ste 200
Topeka KS 66614*

Property Address:
SW 44th Street
Topeka, KS 66610

KANSAS SECURED TITLE
SN038362

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 6th day of October, 2014 by HLS Holdings, LLC, a Kansas limited liability company, Grantor, to Klaton Properties, LLC, a Kansas limited liability company, Grantee;

WITNESSETH, that said Grantor, in consideration of the sum of \$1.00 and other valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold and by these presents does grant, bargain, sell and convey unto said Grantee, and Grantee's heirs and assigns, forever, all its right, title and interest in and to all the following described real estate:

See Exhibit "A" attached hereto and by this reference made a part hereof

TO HAVE and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, unto the Grantee, and Grantee's heirs and assigns, forever.

AND the said Grantor, and Grantor's successors and assigns, does hereby covenant, promise and agree to and with said Grantee, that at the delivery of these presents Grantor is lawfully seized of the interest hereby conveyed in all and singular, the above granted and described premises, with the appurtenances; and shall and will warrant and defend said interest in and to the same unto the said Grantor, against the said Grantee, and Grantee's successors and assigns, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, by, through or under them, but Grantor does not warrant title against those claiming a right, interest or title that arose prior to, or separate from, Grantor's interest in the property.

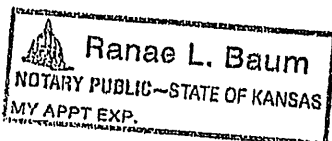
IN WITNESS WHEREOF, the said party of the Grantor has hereunto set Grantor's hand, the day and year first above written.

HLS Holdings, LLC, a Kansas limited liability company

By: *Bruce J. Worner*
Name: Bruce J. Worner
Title: managing member

STATE OF KANSAS, SHAWNEE COUNTY:

The foregoing Instrument was acknowledged before me this 6 day of October, 2014 by Bruce J. Worner, managing member of HLS Holdings, LLC, a Kansas limited liability company, on behalf of said company.



Ranae L. Baum
Notary Public
Appointment expires: 9/16/16

Recorded Electronically
ID 2014817244
County Shawnee
Date 10-7-14 Time 9:35
Simplifile.com 800.460.5657

Mail Tax Statement to:

3715 SW 292 Ste 200
Topeka KS 66614

Property Address:
SW 44th Street
Topeka, KS 66610

KANSAS SECURED TITLE
SN038362

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 10th day of October, 2014 by HLS Holdings, LLC, a Kansas limited liability company, Grantor, to Klaton Properties, LLC, a Kansas limited liability company, Grantee;

WITNESSETH, that said Grantor, in consideration of the sum of \$1.00 and other valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold and by these presents does grant, bargain, sell and convey unto said Grantee, and Grantee's heirs and assigns, forever, all its right, title and interest in and to all the following described real estate:

See Exhibit "A" attached hereto and by this reference made a part hereof

TO HAVE and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, unto the Grantee, and Grantee's heirs and assigns, forever.

AND the said Grantor, and Grantor's successors and assigns, does hereby covenant, promise and agree to and with said Grantee, that at the delivery of these presents Grantor is lawfully seized of the interest hereby conveyed in all and singular, the above granted and described premises, with the appurtenances; and shall and will warrant and defend said interest in and to the same unto the said Grantor, against the said Grantee, and Grantee's successors and assigns, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, by, through or under them, but Grantor does not warrant title against those claiming a right, interest or title that arose prior to, or separate from, Grantor's interest in the property.

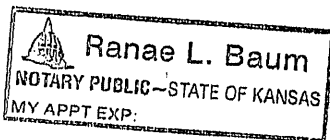
IN WITNESS WHEREOF, the said party of the Grantor has hereunto set Grantor's hand, the day and year first above written.

HLS Holdings, LLC, a Kansas limited liability company

By: Bruce J. Worner
Name: Bruce J. Worner
Title: managing member

STATE OF KANSAS, SHAWNEE COUNTY:

The foregoing instrument was acknowledged before me this 6 day of October, 2014 by Bruce J. Worner, managing member of HLS Holdings, LLC, a Kansas limited liability company, on behalf of said company.

 Ranae L. Baum
NOTARY PUBLIC - STATE OF KANSAS
MY APPT EXP:

Ranae Baum
Notary Public
Appointment expires: 9/16/16

EXHIBIT "A"

The land referred to in this Deed is described as follows:

Lots 9, LESS the South 10 feet, 11, 12, 13 and 14, in Block A;

Lots 1, 2, 3, 4, 5, 6 and 7, in Block B;

Lots 1, 2, 3, 4, 5 and 6, in Block C;

Lots 3 and 4, LESS The North 12.42 feet of Lot 4, Block D, Lauren's Bay Villas, City of Topeka, Shawnee County, Kansas, being more particularly described as follows:
Beginning at the Northwesterly corner of said Lot 4; thence Easterly along the North line of said Lot on the platted bearing of South 50 degrees 13 minutes 43 seconds East, a distance of 135.29 feet to the Northeasterly corner of said Lot; thence South 46 degrees 30 minutes 43 seconds West, along the Easterly line of said Lot, a distance of 12.51 feet; thence North 50 degrees 13 minutes 43 seconds West, parallel to the Northerly line of said Lot, a distance of 133.56 feet, to a point on the Westerly line of said Lot; thence Northerly along the Westerly line of said Lot on a 295.00 foot radius curve right, an arc distance of 12.42 feet, said curve having a long chord bearing North 38 degrees 33 minutes 54 seconds East, 12.42 feet, to the point of beginning, in Block D, in Lauren's Bay Villas, in the City of Topeka, Shawnee County, Kansas.

Lots 1, 2, 12 and 13, in Block A;

Lots 8 and 10, in Block B, in Lauren's Bay Subdivision, in the City of Topeka, Shawnee County, Kansas.

Lots 2 and 3, in Block A, in Lauren's Bay Subdivision No. 2, in the City of Topeka, Shawnee County, Kansas.

Lawyers Title of Topeka, Inc.
(786) 271-8600

C.N. 32164

2015R12328

Entered in Transfer Record in my office _____

Jul 01, 2015 #101275

Agreda/afed

County Clerk

Mail Tax Statement to:

SHAWNEE COUNTY, KANSAS
REGISTER OF DEEDS
REBECCA J. NIOCE
DATE RECORDED:
07/01/2015 10:46:52 AM
DEBT: 0.00

*LB Lots, LLC
3715 SW 29th St, Ste 200
Topeka, KS 66614*

CORPORATION DEED--General Warranty.

The Grantor, **Choice Property Company**

a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Kansas and having its principal place of business at Topeka in the State of Kansas, hereby

CONVEYS AND WARRANTS to

LB Lots, LLC

of the County of Shawnee, State of Kansas, the following described real estate, situated in the County of Shawnee, State of Kansas, to-wit:

- Lots 1, 2, 3, 4, 5 and 9, Block C;
- Lots 1, 2, 3, 4 and 5, Block D;
- Lots 1, 2, 3, 4, 5 and 6, Block G;
- Lots 1, 2, 3, 4, 5, 6 and 7, Block H;
- Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block I;
- Lots 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, Block J;
- Lots 1, 2, 3, 4, 5, 6, 7, 8, 10 and 11, Block K;
- All in Lauren's Bay Estates, Shawnee County, Kansas.

AND

Lots 1, 2, 3, 4, 5, 6 and 7, Block 'A', Lauren's Bay Estates No. 2, in the City of Topeka, Shawnee County, Kansas.

(Subject to easements, restrictions, and reservations of record, and all taxes and assessments that may be levied, imposed, or become payable hereafter.)

for the sum of **One Dollar and Other Valuable Consideration**

Dated this 30th day of June A.D. 2015
Corporate Seal

CHOICE PROPERTY COMPANY

STATE OF KANSAS, SHAWNEE COUNTY, ss

BE IT REMEMBERED, That on this 30th day of June A.D. 2015 by Darrel E. Dougan, Jr., Sr. Vice President before me, the

undersigned a Notary Public in and for the County and State aforesaid, came Darrel E. Dougan, Jr., Sr. Vice President

President of Choice Property Company, a corporation duly organized, incorporated, and existing under virtue of the laws of the State of Kansas, who is/are personally known to me to be the such officer, and who is/are personally known to me to be such person(s) who executed, as such officer(s), the within instrument of writing on behalf of said corporation, and such person(s) duly acknowledged the execution of the same to be the act and deed of said corporation.

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



Brenda K. Seaton
Notary Public
State of Kansas

My Term expires:
November 13, 2016

My Appt. Expires 11-13-16

Brenda K. Seaton
Notary Public

Brenda K. Seaton

Lawyers Title of Topeka, Inc.
(785) 271-9500

C.N. 32154

RECORDED ELECTRONICALLY
ID 2015R12328
County
Date 11/1/15 Time 10:46 am
simplifile www.simplifile.com 800-460-5657

Entered in Transfer Record in my office _____

County Clerk
Mail Tax Statement to:

LB Lots, LLC
3715 SW 29th St, Ste 200
Topeka, KS 66614

CORPORATION DEED-General Warranty

The Grantor, Choice Property Company

a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Kansas and having its principal place of business at Topeka in the State of Kansas, hereby

CONVEYS AND WARRANTS to
LB Lots, LLC

of the County of Shawnee, State of Kansas, the following described real estate, situated in the County of Shawnee, State of Kansas, to-wit:

- Lots 1, 2, 3, 4, 5 and 9, Block C;
- Lots 1, 2, 3, 4 and 5, Block D;
- Lots 1, 2, 3, 4, 5 and 6, Block G;
- Lots 1, 2, 3, 4, 5, 6 and 7, Block H;
- Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Block I;
- Lots 2, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17, Block J;
- Lots 1, 2, 3, 4, 5, 6, 7, 8, 10 and 11, Block K;
- All in Lauren's Bay Estates, Shawnee County, Kansas.

AND

Lots 1, 2, 3, 4, 5, 6 and 7, Block 'A', Lauren's Bay Estates No. 2, in the City of Topeka, Shawnee County, Kansas.

(Subject to easements, restrictions, and reservations of record, and all taxes and assessments that may be levied, imposed, or become payable hereafter.)

for the sum of One Dollar and Other Valuable Consideration

Dated this 30th day of June A.D. 2015
Corporate Seal

CHOICE PROPERTY COMPANY

STATE OF KANSAS, SHAWNEE COUNTY, ss

BE IT REMEMBERED, That on this 30th day of June A.D. 2015 by Darrel E. Dougan, Jr., Sr. Vice President before me, the undersigned a Notary Public in and for the County and State aforesaid, came Darrel E. Dougan, Jr., Sr. Vice President

President of Choice Property Company, a corporation duly organized, incorporated, and existing under virtue of the laws of the State of Kansas, who is/are personally known to me to be the such officer, and who is/are personally known to me to be such person(s) who executed, as such officer(s), the within instrument of writing on behalf of said corporation, and such person(s) duly acknowledged the execution of the same to be the act and deed of said corporation.

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



Brenda K. Seaton
Notary Public
State of Kansas

My Term expires:
November 13, 2016

My Appt. Expires 11-13-16

Brenda K. Seaton

Brenda K. Seaton
Notary Public

COMMITTEE REFERRAL SHEET

COMMITTEE REPORT

Name of Committee: Public Infrastructure

Title: Lauren's Bay Lots, LLC

Date referred from Council meeting:

Date referred from Committee: February 18, 2025

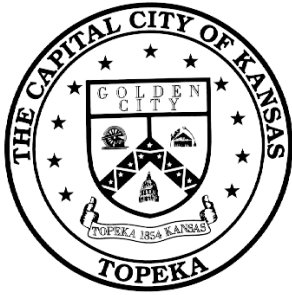
Committee Action: MOTION: Committee member Dobler made a motion to approve and move forward to the Governing Body for action. Committee member Ortiz seconded. Approved 3-0-0.

Comments:

Amendments:

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

Agenda Date Requested: March 11, 2025



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, February 18, 2025. The Public Infrastructure Committee members met at 11:00 A.M. with the following Committee members present: Sylvia Ortiz, David Banks (Chair) and Neil Dobler.

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

APPROVAL to proceed to the Governing Body for action for Lauren's Bay Lots, LLC.

Lauren's Bay

Assistant City Manager Braxton Copley spoke to Resolution 9609 regarding the negotiation between the Public Infrastructure Committee and the Developer for terms of payment and the forgiven special assessments for the lots in the 2024 tax sale which was extended to March 31, 2025. There has been a proposal from the Developer. The proposed deal terms are subject to Public Infrastructure Committee and Council approval:

- Payment of past due special taxes at \$2.25 per square foot. Total \$525,000. Actual past due specials are \$423,000.
- Payment would go into an escrow account pending approval of the Development Agreement, Reinvestment Housing Incentive District (RHID), Community Improvement District (CID).
- Future specials would be restructured under a CID with 20 annual installments over 22 years. The net result would reduce the monthly amount to \$150 per month, from \$300.
- Subject to approval of RHID and a "but-for" financial analysis test.
- Developer intends to include land acquisition, utilities and vertical construction costs.

Committee member Dobler spoke to the proposal from the Developer and asked for clarification that the back taxes for the 16 lots would be paid back and the City of Topeka would recoup dollars from the specials if the agreement is met. Copley confirmed that is correct. Dobler also stated the future monthly specials would be reduced to a feasible monthly amount for the lots. Copley also confirmed the reduced future specials if the CID were to be approved.

Committee member Ortiz questioned what would happen if the agreement with the Developer is not met. Copley confirmed that per the resolution if the City of Topeka cannot reach an

agreement with the developer by March 31, 2025, the developer will donate the 16 parcels of land in question to the city's Land Bank. Representing the Developer, Jennifer Sourk, confirmed that the term had been mutually negotiated and are agreeable, with the contingency of the RHID.

Assistant City Manager Braxton Copley confirmed the timeline to finish the development agreement as well as have the resolutions relating to the initial steps for the CID and RHID in time for the full City Council to discuss at its March 11 meeting with a final City Council vote for March 18, 2025. Committee member Ortiz added that she appreciates the work of the staff to get the agreement in front of the Council to meet the deadline. Councilmember Michelle Hoferer questioned the construction timeline. Braxton Copley stated pending approvals it could be late 2025.

Committee member Dobler asked if the Development Agreement would go before the Governing Body by the deadline. City Attorney Amanda Stanley confirmed that would happen before the deadline of March 31, 2025 then go to the Department of Commerce for state approval. Dobler continued to express his support for the agreement and feels the agreement will give the City the best of the situation. He added his appreciation to the staff for their hard work.

MOTION: Committee member Dobler made a motion to approve and move forward to the Governing Body for action. Committee member Ortiz seconded. Motion approved 3-0-0.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
March 11, 2025

DATE: March 11, 2025
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: