



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

## Governing Body Agenda

**June 17, 2025**  
**6:00 PM**

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**Mayor: Michael A. Padilla**

### **Councilmembers**

<b>Karen A. Hiller</b>	<b>District No. 1</b>	<b>Marcus D.L. Miller</b>	<b>District No. 6</b>
<b>Christina Valdivia-Alcala</b>	<b>District No. 2</b>	<b>Neil Dobler</b>	<b>District No. 7</b>
<b>Sylvia E. Ortiz</b>	<b>District No. 3</b>	<b>Spencer Duncan</b>	<b>District No. 8</b>
<b>David Banks</b>	<b>District No. 4</b>	<b>Michelle Hoferer</b>	<b>District No. 9</b>
<b>Brett D. Kell</b>	<b>District No. 5</b>		

**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](mailto: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](mailto: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.

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>.

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**CALL TO ORDER:**

**INVOCATION:**

**PLEDGE OF ALLEGIANCE:**

**1. ROLL CALL:**

**2. PRESENTATIONS:**

- **2026 Downtown Business Improvement District Update**
- **Topeka Performance Arts Center Update**

**3. CONSENT AGENDA:**

**A. Resolution - Juneteenth Celebration - Noise Exception**

**RESOLUTION** introduced by Councilmember Sylvia Ortiz, granting Randy Wheat an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. *(Council District No. 3)*

*(Approval would allow for live bands and amplified music and sound during the hours of 11:00 a.m. and 10:00 p.m. on June 21, 2025, at 1800 S.E. 21st Street.)*

**B. Resolution - Summer Fireworks Extravaganza - Noise Exception**

**RESOLUTION** introduced by Councilmember Sylvia Ortiz, granting Fellowship Hi-Crest Church an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. *(Council District No. 3)*

*(Approval would allow for amplified sound during the hours of 7:00 p.m. and 10:00 p.m. on June 28, 2025, at 455 S.E. Golf Park Blvd.)*

**C. Resolution - Circle Coffee - Noise Exception**

**RESOLUTION** introduced by Councilmember Marcus Miller, granting David Vincent an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. *(Council District No. 6)*

*(Approval would allow for live bands and amplified music and sound during the hours of 6:00 p.m. and 10:00 p.m. on June 21, 2025, at 1710 S.W. Medford Avenue.)*

**D. APPLICATIONS:**

**4. ACTION ITEMS:**

**A. Resolution - Setting August 12, 2025 Public Hearing Date for consideration of Adoption of the Project Plan**

**RESOLUTION** introduced by City Manager Dr. Robert M. Perez, setting the public hearing for consideration of the adoption of the Topeka Tax Increment Financing District (TIF) Project Plan (30th & Topeka, Inc.) at the Northeast quadrant of Topeka Boulevard and 30th Street in the Topeka Redevelopment District.

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

*(Approval would set a Public Hearing Date of August 12, 2025, to consider the adoption of the Project Plan.)*

**B. Receipt of Citizen Government Review Committee Recommendations**

**RECEIPT of 2025 Citizens Government Review Committee Recommendations.**

*(The Committee was tasked to study and review the form of government and make recommendations.)*

**C. Ordinance - Update Anti-discrimination Policies - Amending TMC Chapters 2.20; 3.30 and 9.20**

**ORDINANCE** introduced by City Manager Dr. Robert M. Perez, updating anti-discrimination policies in the Topeka Municipal code, amending and repealing original Sections 2.105.010, 2.105.040, 2.105.050, 2.255.040, 3.30.440, 3.30.470, 3.30.480, 9.20.020 and 9.20.030 and repealing in their entirety Sections 2.20.120, 3.30.420 and 3.30.460. *(Approved by the Policy & Finance Committee on June 10, 2025)*

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

*(Approval will update antidiscrimination policies in the Topeka Municipal Code.)*

**5. NON-ACTION ITEMS:**

**A. Discussion - 2024 Uniform Plumbing Code**

**DISCUSSION** concerning the adoption of the 2024 Uniform Plumbing Code. *(Policy and Finance Committee recommended approval on May 14, 2025.)*

*(Approval would replace the 2018 edition of the UPC used to guide the installation and repair of plumbing systems within the City of Topeka.)*

**6. PUBLIC COMMENT:**

Public comment for the meeting will be available via Zoom or in-person. Individuals must contact the City Clerk's Office at 785-368-3940 or via email at [cclerk@topeka.org](mailto:cclerk@topeka.org) by no later than 5:00 p.m. on the date of the meeting, after which the City Clerk's Office will provide Zoom link information and protocols prior to the meeting. Written public comment may also be considered to the extent it is personally submitted at the meeting or to the City Clerk's Office located at 215 SE 7th Street, Room 166, Topeka, Kansas, 66603 or via email at [cclerk@topeka.org](mailto:cclerk@topeka.org) on or before the date of the meeting for attachment to the meeting minutes. View the meeting online at <https://www.topeka.org/communications/live-stream/> or at <https://www.facebook.com/cityoftopeka/>.

**7. ANNOUNCEMENTS:**

**8. 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.)*

**9. ADJOURNMENT:**





City of Topeka  
Council Action Form  
Council Chambers  
214 SE 8th Street  
Topeka, Kansas 66603  
[www.topeka.org](http://www.topeka.org)  
June 17, 2025

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DATE: June 17, 2025  
CONTACT PERSON: Elizabeth Miller, DOCUMENT #:  
Downtown Topeka, Inc.,  
Executive Coordinator;  
and Daniel Kays, TPAC  
Executive Director  
SECOND PARTY/SUBJECT: Downtown Topeka 2026 PROJECT #:  
Update; and TPAC  
Update  
CATEGORY/SUBCATEGORY  
CIP PROJECT: No  
ACTION OF COUNCIL: JOURNAL #:  
PAGE #:

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**DOCUMENT DESCRIPTION:**

- 2026 Downtown Business Improvement District Update
- Topeka Performance Arts Center Update

**VOTING REQUIREMENTS:**

**POLICY ISSUE:**

**STAFF RECOMMENDATION:**

**BACKGROUND:**

**BUDGETARY IMPACT:**

**SOURCE OF FUNDING:**

**ATTACHMENTS:**

**Description**

2026 Downtown Topeka Budget and Program Services  
TPAC Presentation  
TPAC Financial Statements (December 31, 2024)

## TPAC Board of Trustees Meeting Minutes (March 26, 2025)

May 1, 2025  
Dr. Robert Perez  
City Manager



Dear Dr. Perez,

The **Capital City Downtown Business Improvement District (BID)** Advisory Board has prepared its recommended budget and program of services for **2026**. As required by state statute and city ordinance, this document will be reviewed and approved by the Advisory Board and submitted by May 15, 2025.

**Downtown Topeka, Inc. (DTI)**, as the contracted administrator, will implement the following initiatives based on available funding as outlined in the **2026 Program of Services**:

**Core Services for 2026**

- **District Maintenance & Cleanliness:** Maintain a clean, safe, and welcoming public environment through regular cleaning, upkeep, and seasonal readiness, including snow removal.
- **Equipment Maintenance:** Ensure operational readiness and proper upkeep of all district maintenance equipment.
- **Marketing & Promotion:** Implement a collaborative annual marketing strategy, developed with partners like Visit Topeka, leveraging digital engagement, paid media, and website enhancements to promote the district.
- **Events & Community Engagement:** Support signature events, parades, and diverse cultural/community programming to drive vibrancy and economic activity.
- **Stakeholder Communication & Support:** Keep businesses informed through timely communication, enhance collaboration with the Downtown Merchant Group, and provide support through grant administration and assistance with external funding applications.
- **Administrative Operations:** Oversee efficient financial management, office administration, insurance, personnel services, and overall **BID** operations.
- **Economic & Business Development:** Attract new investment, support existing businesses and the Downtown Farmers Market, advocate for strategic development aligned with the Downtown Master Plan, and actively promote downtown's growing heritage tourism assets.
- **Streetscape & Seasonal Enhancements:** Partner with the City to install and maintain seasonal decorations and support general streetscape appeal.
- **Partnership & Advocacy:** Proactively collaborate with the City, KDOT, Greater Topeka Partnership, and other stakeholders to address key infrastructure challenges and capitalize on regional opportunities.

**Commitment to the District**

We remain dedicated to fostering a clean, safe, and inviting environment that attracts businesses, residents, and new development. **The BID** Advisory Board and DTI are committed to the following goals for 2026:

- Create an attractive physical environment.
- Support a strong and diverse economic environment.
- Enhance the quality of life as a center for government, commerce, culture, history, and recreation.

We appreciate your continued support and the strong partnership we share with the City.

Sincerely,  
Sean Dixon  
Interim President  
Downtown Topeka, Inc.

2026 Capital City Downtown BID Program of Service / Budget					
		2026	2025	2024	2023
	Projected Beginning Balance		\$-	\$-	\$-
<b>Projected/Actual Revenue Current &amp; Prior Years</b>		\$200,000.00	\$220,000.00	\$220,000.00	\$220,000.00
	Uncollectable (10%)	(\$20,000.00)	(\$22,000.00)	(\$22,000.00)	(\$37,400.00)
<b>Total Revenue</b>	Projected Revenue	\$180,000.00	\$198,000.00	\$198,000.00	\$182,600.00
<b>Total Expense</b>	Projected Expenses	\$180,000.00	\$209,551.24	\$209,551.24	\$198,051.24
<b>Projected Ending Balance</b>	Projected Ending Balance	\$0.00	(\$11,551.24)	(\$11,551.24)	(\$15,451.24)
<b>Projected Expenses</b>					
<b>District Maintenance</b>	Contract for Outdoor Cleaning Maint	\$11,000.00	\$8,000.00	\$8,000.00	\$5,000.00
	Landscaping Improvements	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00
	Maintenance Equipment	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
	Utility Vehicle Maintenance	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00
	District maintenance other	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
	Event Insurance	\$0.00	\$4,000.00	\$2,000.00	\$2,000.00
	Misc Expenses	\$0.00	\$4,725.00	\$4,725.00	\$1,225.00
	Category Total:	\$27,000.00	\$35,225.00	\$40,225.00	\$33,725.00
<b>District Programming</b>	Special Events	\$20,000.00	\$45,000.00	\$35,000.00	\$30,000.00
	(parades, concerts, other)				
	Category Total:	\$20,000.00	\$45,000.00	\$35,000.00	\$30,000.00
<b>District Promotion</b>	Media Advertising	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
	Christmas Lights	\$16,000.00	\$-	\$-	\$-
	Printed Materials	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
	District Promotions Other	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00
	Category Total:	\$35,000.00	\$19,000.00	\$19,000.00	\$19,000.00
<b>District Administration</b>	Administrative Expenses	\$98,000.00	\$97,326.24	\$97,326.24	\$97,326.24
	Current Office Expenses	\$-	\$-	\$-	\$-
	Category Total:	\$98,000.00	\$97,326.24	\$97,326.24	\$97,326.24
<b>District Enhancements</b>		\$0.00	\$8,000.00	\$8,000.00	\$8,000.00
	Category Total:	\$0.00	\$8,000.00	\$8,000.00	\$8,000.00
<b>New Opportunities</b>	New Opportunities	\$0.00	\$5,000.00	\$10,000.00	\$10,000.00
	Category Total:	\$0.00	\$5,000.00	\$10,000.00	\$10,000.00
<b>Category Totals</b>	District Maintenance	\$27,000.00	\$35,225.00	\$40,225.00	\$33,725.00
	District Programming	\$20,000.00	\$45,000.00	\$35,000.00	\$30,000.00
	District Promotion	\$35,000.00	\$19,000.00	\$19,000.00	\$19,000.00
	District Administration	\$98,000.00	\$97,326.24	\$97,326.24	\$97,326.24
	Staff BID Exp \$86,077.47				
	Office Expenses \$11,922.53				
	District Enhancements	\$0.00	\$8,000.00	\$8,000.00	\$8,000.00
	Contingency Funds Available				
	New Opportunities	\$0.00	\$5,000.00	\$10,000.00	\$10,000.00
	TOTAL Expenses:	\$180,000.00	\$209,551.24	\$209,551.24	\$198,051.24





# *Business Improvement District* **2026 PLAN**



## *Business Improvement District*

### **ADVISORY BOARD**

**ANGELA BROXTERMAN** | Midwest Health

**GARY PILAND** | Umbrella

**JENNNIFER GOETZ** | Compass Marketing

**JIM PARRISH** - Vice Chair | Parrish Hotel Corporation

**KEN SCOTT** - Chair | Capitol Federal - Retired

**KIM SCHULTZ** | Creatively Bold Enterprises

**NICK XIDIS** | Hazel Hill Chocolate

**ROB BERGQUIST** | Cyrus Hotel

**STEPHEN SMITH** | Stephen Smith Gallery

## *Capital City*

### **BUSINESS IMPROVEMENT DISTRICT**

#### **MISSION STATEMENT**

It is the purpose of the Capital City Business Improvement District (BID), under the authority of the City of Topeka, to carry out a program of services that will:

1. Create an attractive physical environment.
2. Create an attractive economic environment.
3. Strive to achieve excellence in the quality of life as a center of government, commerce, culture, history and recreation.





# INTRO: CELEBRATING 30 YEARS OF PARTNERSHIP

The BID was established December 23, 1986, by City of Topeka Ordinance Number 15701, enabling enhanced services within the District. The administration changed significantly in 1995 when the City partnered with DTI to manage the BID's administrative services. As we outline the 2026 Program of Services, we also recognize over 30 years of this vital partnership between the City of Topeka and Downtown Topeka Inc., working collaboratively to enhance and promote Downtown Topeka. This report details the planned activities and services for 2026.

*BID*

## ADMINISTRATION:

For 2026, DTI will continue to oversee the District, delivering the services recommended by the Advisory Board and approved by the City Council. As downtown continues its revitalization, the BID's goals remain steadfast: fostering a vibrant physical and economic environment and promoting an exceptional quality of life.

*BID*

## MAINTENANCE:

Maintaining a clean and welcoming district remains a core focus for 2026. This is a team effort led by Paul Cervantez, a dedicated full-time DTI employee. Under Paul's supervision, the maintenance team, including part-time support from Vickie Rose and potentially other staff or contractors, ensures the district remains pristine. Daily responsibilities cover Monroe to Topeka Boulevard and 2nd to 13th Streets, including trash removal, sidewalk/alley cleaning, and weed management. The team provides post-event cleanup and serves as a watchful presence. Paul also oversees equipment upkeep. During winter, the team pre-treats sidewalks and clears key walking paths. While businesses clear their immediate fronts, the BID team maintains and utilizes appropriate ice melt for public sidewalks.







## 2026 PROGRAMMING & EVENTS

DTI plans a robust schedule of programming and event support for 2026, focusing on entertainment, cultural celebrations, and leveraging the district's unique assets.

**Entertainment Hub Support:** DTI remains committed to actively supporting the district's vibrant entertainment scene. In 2026, we anticipate strong schedules from key venues like Evergy Plaza and the Topeka Performing Arts Center (TPAC), which serve as major draws for visitors. DTI will continue its collaborative partnerships with these anchor institutions, providing marketing and logistical support to promote their diverse offering of concerts, shows, and community gatherings, thereby enhancing downtown's reputation as a primary entertainment destination.

**Signature Events, Parades & Community Programming:** Supporting major community events that define downtown's unique character remains a cornerstone of DTI's work in 2026. We will continue to provide assistance for signature parades, most notably the Miracle on Kansas Avenue holiday parade held in late November/early December. This event has grown significantly in popularity and reputation, becoming recognized as one of Kansas' premier holiday celebrations, and DTI is proud to support its continued success. Furthermore, DTI is committed to fostering downtown's rich cultural tapestry through flexible support for culture and community programming. This allows us to assist diverse events that showcase our community, such as the long-standing Fiesta Topeka (celebrating its 102nd year in 2026, including associated Mini Jamaica festivities) and the growing India Mela (entering its 4th year), while remaining adaptable to new opportunities that may arise.

**Heritage Tourism Development:** A significant focus for 2026 involves strategically bolstering Downtown Topeka as a Heritage Tourism destination, capitalizing on both exciting new developments and treasured existing assets. Following decades of dedicated effort, the historic Constitution Hall is anticipated to reopen in 2025; DTI will play a key role in supporting programming and promotional efforts surrounding this landmark in 2026, reintroducing it to the community and visitors. We will also collaborate closely with the Kansas Historical Society to promote the Charles Curtis House, following its recent acquisition and planned reopening as a publicly accessible historic site honoring the former Vice President. These important sites will join downtown's existing historical anchors, the internationally recognized Brown v. Board of Education National Historic Park and the Ritchie House, carefully stewarded by the Shawnee County Historical Society. To weave these narratives together, DTI plans to strengthen partnerships with Visit Topeka and other local leisure and hospitality entities. A key initiative for 2026 will be supporting the development of cohesive historic trails and interpretive markers within the district, creating a more engaging and informative experience for those exploring Topeka's rich past.

## Boosting Retail & LOCAL MERCHANTS

A key focus for 2026 will be strengthening the downtown retail environment and supporting our local entrepreneurs.

**Merchant Collaboration:** We will enhance our partnership with local merchants and the dedicated Downtown Merchant Group, working collaboratively on promotions, events (like First Friday Art Walks), and addressing shared challenges and opportunities.

**Farmers Market Synergy:** DTI will strengthen its relations with the Downtown Topeka Farmers market. We aim to create more opportunities for residents and visitors to connect with local artisans and growers at the market, enhancing downtown vibrancy. Furthermore, we recognize the market's vital role in addressing food access and will explore ways to support its function in mitigating the area's food desert characteristics and lack of traditional grocery stores.

## District Development & ENHANCEMENTS

DTI's efforts in 2026 extend beyond programming to include strategic development and the continuous enhancement of the physical district environment.

**Ongoing Enhancements & Maintenance Strategy:** We will continue to implement a comprehensive district-wide maintenance strategy focused on operational efficiency and aesthetic appeal. This includes the effective deployment of assets like the Club Car utility vehicle for daily tasks such as litter collection, planter upkeep, and beautification efforts. Our commitment extends to seasonal needs, ensuring a festive atmosphere through partnerships with local vendors for professional holiday lighting installation and removal, and maintaining safety and accessibility during winter through the execution of our Snow Removal Action Plan. Welcoming and supporting new businesses as they join the downtown community also remains integral to this ongoing enhancement work.

**Strategic Development Initiative:** Look forward, DTI will actively engage in strategic initiatives aimed at fostering long-term growth and vitality, aligning with broader community goals:

**- Housing & Master Plan Advocacy:** In collaboration with the Greater Topeka Partnership and other stakeholders, DTI will advocate for the development of new housing options and complementary attractions within the downtown area. We will actively support the advancement of existing housing initiatives and other key projects outlined in the City of Topeka's Downtown Master Plan, working to ensure its vision becomes reality.

**- Grant Support & Administration:** DTI will continue to serve as a crucial resource for property owners and merchants seeking funding for improvements. This includes administering programs like the Downtown Development Grant Program on behalf of the City of Topeka, as well as providing guidance and support to local stakeholders applying for external funding opportunities, such as grants offered by the Kansas Department of Commerce and other relevant agencies. Our goal is to maximize investment in downtown properties and businesses.



**APRIL EVENTS in DOWNTOWN TOPEKA**

Date	Event	Location
4.1	WHOSE LIVE ANYWAY?	Topeka Performing Arts Center
4.4	FIRST FRIDAY ARTWALK AT THE GALLERY	Stephen Smith Gallery
4.5	EASTER BUNNY VISIT	Cosmos Court
4.11	FRIDAY NIGHT FLICKS: BLACK PANTHER	Evergy Plaza
4.12	CLASSIC ROCK ICONS - LIVE!	Cosmos Court
4.16	LIVE @ LUNCH	
4.18	SESAME STREET	
4.19	Explore additional events in Topeka and on the Topeka	
4.23		

Explore additional events in Topeka and on the Topeka

QR Code: Downtown Topeka Facebook

**Downtown TOPEKA FACEBOOK**

**EVENTS HAPPENING NOW IN TOPEKA**

- MAY 06** Family Night Every Tuesday. Evening weekly on Tuesday. Cosmos Court. \$30. Start Time: 6:00 PM.
- MAY 07** Live at Lunch Featuring "The Nicolas Band". Evergy Plaza. Start Time: 11:00 AM.
- MAY 08** 2025 Kansas Preservation Conference.

## BID MARKETING

BID-funded marketing efforts in 2026 will be guided by a comprehensive annual marketing strategy, developed and implemented in close cooperation with Visit Topeka and other entities within the Greater Topeka Partnership. This collaborative approach ensures alignment and maximizes the impact of our promotional activities. A key component of our 2026 efforts will involve leveraging the full-time Social Media Coordinator position, established in 2025 and shared between DTI and Visit Topeka. We will build upon the initial successes of this role, utilizing this dedicated in-house talent to significantly expand our organic content reach, enhance digital engagement, and provide robust, real-time promotion for district events and initiatives.

Alongside enhanced organic efforts, DTI will continue to strategically allocate resources for paid promotions, advertising, and partnerships with local and regional media outlets to ensure broad visibility for downtown happenings. Furthermore, we recognize that many downtown businesses and venues have their own active marketing programs; DTI will seek opportunities to support and amplify these partner efforts, fostering a unified promotional front for the district. Finally, facilitating enhancements to the Downtown Topeka website will be a priority, with a particular focus on maintaining a robust, accurate, and user-friendly event calendar, shared collaboratively with Visit Topeka to serve as the central hub for information on downtown activities.





# 2026 OUTLOOK: OPPORTUNITIES & CHALLENGES

Looking ahead to 2026, Downtown Topeka faces a unique landscape marked by both significant opportunities and considerable challenges that will require strategic focus and strong partnerships.

**World Cup 2026 Opportunity:** The FIFA World Cup matches being hosted in nearby Kansas City present a major opportunity for Topeka. DTI will work closely with Visit Topeka and other city-wide leisure and hospitality partners to develop strategic marketing initiatives and downtown activations specifically designed to attract and cater to the influx of international visitors expected in the region during the summer of 2026. Our goal is to position Downtown Topeka as an appealing destination for World Cup attendees seeking authentic Kansas experiences beyond the immediate host city.

**Polk-Quincy Viaduct Construction Challenge:** Paramount among our concerns for 2026 is the planned reconstruction of the Polk-Quincy Viaduct, which will necessitate major closures of I-70 through Topeka. This project represents a significant headwind for the downtown district, potentially creating complex routing issues and making casual access more difficult for residents and visitors alike. There is a tangible risk that this temporary situation could significantly impact downtown merchants, restaurants, and attractions. Therefore, a critical priority for DTI and the BID in 2026 will be to work hand-in-glove with the City of Topeka and the Kansas Department of Transportation (KDOT). We must ensure proactive communication, clear wayfinding strategies, and effective mitigation efforts are in place to minimize disruption. The 2026 BID budget and the strength of our partnerships will be crucial in addressing this challenge, supporting our businesses, and continuing to encourage patronage of downtown’s programming, retail, and dining opportunities despite the construction impacts. Maintaining downtown’s vitality and accessibility throughout this period will require focused effort and collaboration.

## Funding 2026 ASSESSMENT RATES

For the 2026 budget year, the Advisory Board continues to recommend the following assessment structure:

- Tier One** - \$0.0905 per square foot
- Tier Two** - \$0.0405 per square foot (BID map located to right for reference.)

The assessment cap for the largest businesses remains \$15,000.





To enhance operational efficiency, the BID will continue streamlining the annual information-collection process. Quarterly newsletters will include forms for occupancy/usage updates and request primary email contacts. This facilitates a transition towards digital data collection in partnership with the City of Topeka Finance Department, improving accuracy and timeliness. Businesses are encouraged to provide active email addresses for future digital survey distribution.





PRESENTED BY  
**DOWNTOWN TOPEKA, INC.**  
MAY 2025

719 S KANSAS AVE.  
TOPEKA, KANSAS 66603  
785-234-2644





TOPEKA  
PERFORMING  
ARTS CENTER

City Council Update  
6/17/25



# Financials

Topeka Performing Arts Center YTD 2025 P&L								
	Apr-25	Apr-25 Budget	YTD 25 Actual	YTD 25 Budget	2025 Annual Budget	Monthly Variance	YTD Variance	
Net Income (Loss)	16,124	45,682	(23,218)	(69,591)	(66,397)	(29,557)	46,373	





2025

	EVENT DAYS	For Profit Commercial	Non Profit Community/Youth Oriented	TPAC Live!
Georgia Neese Gray Theatre	106	26(6 holds)	77	3

2019

	EVENT DAYS	For Profit Commercial	Non Profit Community/Youth Oriented
Georgia Neese Gray Theatre	128	16	112
Banquet Hall (Hills Festival Hall)	38		
Black Box Theatre (Hussey Playhouse)	14		
Conference Rooms (Flemming/Sheffel)	17		

Events





Family  
Series  
3



Music  
Series  
4





# Sponsorship

**\$149,900**

(\$132,000 Cash

\$17,900 Media and Services Trade)

(2025: \$65,200)

2017: \$55,780

2018: \$57,950

2019: \$53,250

2020: \$34,650

2021: \$19,300

2022: \$58,750

2023: \$96,250

2024: \$39,360





# Friends of TPAC

Current: 9

Goal: 50 (2025)

75 (2026)

125 (2027)

2017: 61

2018: 54

2019: 36

2020: 33

2021: 23

2022: 32

2023: 41

2024: 35



# Volunteer Ushers

10 Active (October)

44 Active (Now)



# EDDIE WAKES!



**Season Launch Event**  
**July 12**  
**7pm**

**Topeka Performing Arts Center, Inc.**

**Financial Statements  
As of December 31, 2024  
and For the Year Then Ended**

**With Report by Independent Auditor**



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**Russell Shipley CPA, CFE, CGFM, CGMA**  
Principal & Managing Director  
(785) 760-4898  
Russell@ShipleyCPA.com

PO Box 751193  
Topeka, KS 66675

ShipleyCPA.com

## **INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
Topeka Performing Arts Center, Inc.  
Topeka, Kansas 66603

### **Opinion**

I have audited the accompanying financial statements of Topeka Performing Arts Center, Inc. (the Organization), which comprise the statement of financial position as of December 31, 2024, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position the Organization as of December 31, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

I conducted my audit in accordance with auditing standards generally accepted in the United States of America. My responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of my report. I am required to be independent of the Organization and to meet my other ethical responsibilities in accordance with the relevant ethical requirements relating to my audit. I believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for my audit opinion.

### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

My objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, I:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in my judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

I am required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that I identified during the audit.

*ShIPLEY CPA, LLC*

ShIPLEY CPA, LLC  
Topeka, Kansas  
March 4, 2025



**Topeka Performing Arts Center, Inc.**  
**Statement of Financial Position**  
**December 31, 2024**

**ASSETS**

**Current Assets**

Cash in bank	\$ 908,660
Accounts receivable	61,291
Prepaid expenses	44,618
<b>Total Current Assets</b>	<u>1,014,569</u>

**Property and Equipment**

Equipment, net of accumulated depreciation of \$502,508	475,992
<b>Total Property and Equipment</b>	<u>475,992</u>

**Other Assets**

Beneficial interest in trusts	1,031,373
<b>Total Other Assets</b>	<u>1,031,373</u>

<b>Total Assets</b>	<u><u>\$ 2,521,934</u></u>
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**LIABILITIES AND NET ASSETS**

**Current Liabilities**

Accounts payable	\$ 192,290
Accrued liabilities	29,784
Deferred revenue	75,571
Deferred revenue - ticket sales	276,389
<b>Total Current Liabilities</b>	<u>574,034</u>

<b>Total Liabilities</b>	<u>574,034</u>
--------------------------	----------------

**Net Assets**

Without donor restrictions	916,527
With donor restrictions	1,031,373

<b>Total Net Assets</b>	<u>1,947,900</u>
-------------------------	------------------

<b>Total Liabilities and Net Assets</b>	<u><u>\$ 2,521,934</u></u>
-----------------------------------------	----------------------------

**Topeka Performing Arts Center, Inc.**  
**Statement of Activities**  
**For the Year Ended December 31, 2024**

	Without Donor Restrictions	With Donor Restrictions	Total
<b>Support and Revenue</b>			
Contributions	\$ 182,907	\$ -	\$ 182,907
Advertising and sponsorship	61,185	-	61,185
Facility revenue	568,767	-	568,767
Concessions and catering	110,639	-	110,639
Fundraising events	8,350	-	8,350
Ticket, merchandise sales and other	149,615	-	149,615
Grants	6,911	-	6,911
In-kind revenue	1,858	-	1,858
Distribution from trusts	38,637	-	38,637
Change in value of beneficial interest in trusts	-	28,833	28,833
<b>Total Support and Revenue</b>	<b>1,128,869</b>	<b>28,833</b>	<b>1,157,702</b>
<b>Expenses</b>			
Program services	816,840	-	816,840
Management and general	376,302	-	376,302
Fundraising	7,102	-	7,102
<b>Total Expenses</b>	<b>1,200,244</b>	<b>-</b>	<b>1,200,244</b>
<b>Change in Net Assets</b>	<b>(71,375)</b>	<b>28,833</b>	<b>(42,542)</b>
<b>Net Assets, Beginning of Year</b>	<b>987,902</b>	<b>1,002,540</b>	<b>1,990,442</b>
<b>Net Assets, End of Year</b>	<b>\$ 916,527</b>	<b>\$ 1,031,373</b>	<b>\$ 1,947,900</b>

**Topeka Performing Arts Center, Inc.**  
**Statement of Functional Expenses**  
**For the Year Ended December 31, 2024**

	<b>Program Services</b>	<b>Management and General</b>	<b>Fundraising</b>	<b>Total</b>
<b>Expenses</b>				
Contract labor	\$ 250,785	\$ 186,516	\$ 804	\$ 438,105
Outside event	415,890	1,347	500	417,737
Contract services	-	3,598	-	3,598
Event labor	85,081	-	108	85,189
Advertising	27,608	8,137	1,832	37,577
Fundraising supplies and other	-	-	1,908	1,908
Management fees	10,772	54,036	-	64,808
General expenses	4,740	33,229	-	37,969
Information technology	-	262	-	262
Insurance	17,083	20,529	-	37,612
Professional fees	4,881	11,011	-	15,892
Maintenance expense	-	9,661	-	9,661
Miscellaneous expense	-	1,377	1,950	3,327
Depreciation	-	46,599	-	46,599
<b>Total Expenses</b>	<b>\$ 816,840</b>	<b>\$ 376,302</b>	<b>\$ 7,102</b>	<b>\$ 1,200,244</b>

**Topeka Performing Arts Center, Inc.**  
**Statement of Cash Flows**  
**For the Year Ended December 31, 2024**

**Cash Flows from Operating Activities**

Change in net assets	\$ (42,542)
Adjustments to reconcile change in net assets to net cash from by operating activities:	
Depreciation	46,599
Change in beneficial interest in trusts	(28,833)
<b>Change in Assets and Liabilities:</b>	
Accounts receivable	26,469
Prepaid expenses	(24,819)
Accounts payable	54,390
Deferred revenue	6,739
Refundable advances	214,589
Accrued liabilities	(23,177)
<b>Net Cash Provided by Operating Activities</b>	<u>229,415</u>

**Cash Flows from Investing Activities**

Purchase of equipment	<u>(24,175)</u>
<b>Net Cash Used in Investing Activities</b>	<u>(24,175)</u>

**Net Change in Cash, Cash Equivalents and Restricted Cash** 205,240

**Cash, Cash Equivalents and Restricted Cash, Beginning of Year** 703,420

**Cash, Cash Equivalents and Restricted Cash, End of Year** \$ 908,660

**Topeka Performing Arts Center, Inc.**  
**Notes to the Financial Statements**  
**December 31, 2024**

**Note 1 – Summary of Significant Accounting Policies**

**Nature of Organization and Operations**

The Topeka Performing Arts Center, Inc. (Organization) was formed for the advancement, promotion, and development of the arts in the City of Topeka, the stimulation of public sentiment to these ends, and to provide a facility to enhance both the performing and visual arts. The Organization is supported primarily through contributions and public support.

**Basis of Accounting**

The financial statements of the Organization have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the Guide).

Under the provisions of the Guide, net assets and revenues, and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Organization and changes therein are classified as follows:

**Net assets without donor restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. The Organization's board may designate assets without restrictions for specific operational purposes from time to time.

**Net assets with donor restrictions:** Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Cash and Cash Equivalents**

For purposes of the statements of cash flows, the Organization considers all interest-bearing deposits with original maturity dates of three months or less to be cash equivalents.

**Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. When management identifies balances which they believe are uncollectible, the balances are charged to bad debt expense.

**Fixed Assets**

Equipment is recorded at historical cost or estimated value at the time of donation. Contributed equipment is recorded as unrestricted support at the date of donation, unless donor restrictions exist. Expenditures for additions or improvements that significantly add to productive capacity or extend the useful life of an asset are capitalized. Expenditures for ordinary maintenance and repairs are expensed.

**Topeka Performing Arts Center, Inc.**  
**Notes to the Financial Statements**  
**December 31, 2024**

**Note 1 – Summary of Significant Accounting Policies (continued)**

**Fixed Assets (continued)**

The Organization reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. Depreciation is calculated on a straight-line basis with estimated useful lives of 3 to 20 years.

**Investments**

Investments received by the Organization by gift, bequest or devise are stated at their fair value as of the date of receipt. Fair value is determined by appraisal, quoted market, etc. At year-end, investments are stated at fair market value. Interest and dividends on investment securities are included in income when earned. Investment securities are exposed to various risks, such as interest rate, market fluctuation and credit risk. Due to the level of risk associated with certain investment securities, it is reasonably possible that changes in risks in the near term would materially affect investments and the amounts reported in the statements of financial position.

**Income Taxes**

The Organization is a not-for-profit entity as described in Section 501(c)(3) of the Internal Revenue Code and is exempt from income taxes pursuant to Section 501(a) of the Code. The Internal Revenue Service has made a determination that the Organization is a public charity and not a private foundation. The Organization's present accounting policy for the evaluation of uncertain tax positions is to review those positions on an annual basis.

A liability would be recorded in the financial statements during the period which, based on all available evidence, management believes it is more likely than not that the tax position would not be sustained upon examination by taxing authorities and the liability would be incurred by the Organization. The Organization is no longer subject to tax examinations by tax authorities for Forms 990, Return of Organization Exempt from Income Tax, for fiscal years before 2021.

**Revenue Recognition – Exchange Transactions**

The Organization hosts performances by a variety of artists but does not always act as principal promoter. The Organization receives facility fee revenues and reimbursement of expenses from promoters. Ticket sales in the accompanying statements of activities include local activities hosted or solely produced by the Organization. Revenues from events are reflected in the statements of activities in the year the events occur. Deferred revenue consists of room rental deposits, and sponsorships received in advance of events.

**Revenue Recognition – Public Support**

Contributions and grants are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met. Granted funds which are received in advance of the period appropriated are deferred when significant criteria are necessary to achieve the purpose of the grant and a right of return exists for failure to achieve the intended purpose of the grant.

**Advertising**

The Organization's advertising costs are expensed as incurred.

**Topeka Performing Arts Center, Inc.**  
**Notes to the Financial Statements**  
**December 31, 2024**

**Note 1 – Summary of Significant Accounting Policies (continued)**

**Functional Allocation of Expenses**

The costs of program and supporting services activities have been summarized on a functional basis in the statement of activities. The statements of functional expenses present the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited. The expenses are allocated on the basis of management's estimates of time and effort.

**Note 2 – Refundable Advances and Deferred Revenue**

The Organization receives and holds cash from ticket sales in advance of performances. In the event the performance was to be cancelled, the cash is refundable to ticket holders. Refundable advance activity for the year ended December 31, 2024 was as follows:

<b>Deferred revenue - ticket sales, beginning of year</b>	\$ 61,800
Advance ticket sales	276,389
Event occurring and revenue recognized	(61,800)
<b>Deferred revenue - ticket sales, end of year</b>	<u><u>\$ 276,389</u></u>

The Organization receives and holds cash from room rental deposits and sponsorships. Deferred revenue activity for the year ended December 31, 2024 was as follows:

<b>Deferred revenue, beginning of year</b>	\$ 68,832
Advance deposits and sponsorships	75,571
Utilization of deposits and sponsorships	(68,832)
<b>Deferred revenue, end of year</b>	<u><u>\$ 75,571</u></u>

**Note 3 – Fair Value Measurement**

Financial reporting standards establish a three-level valuation hierarchy for disclosure of fair value measurements. The valuation hierarchy is based upon the transparency of inputs to the valuation of an asset or liability as of the measurement date. A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The three levels are defined as follows:

**Level 1** - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.

**Level 2** - Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.

**Level 3** - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

**Topeka Performing Arts Center, Inc.**  
**Notes to the Financial Statements**  
**December 31, 2024**

**Note 3 – Fair Value Measurement (continued)**

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level or any input that is significant to the fair value measurement. Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs. Furthermore, although the Organization believes its valuation methodologies are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The following hierarchy table presents information about the Organization's assets measured at fair value as of December 31, 2024:

	Fair Value	Fair Value Measurements at Reporting Date		
		Level 1	Level 2	Level 3
Beneficial interest in trusts	\$ 1,031,373	\$ -	\$ -	\$ 1,031,373
Total assets	<u>\$ 1,031,373</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,031,373</u>

There were no transfers of assets or liabilities between levels 1, 2, or 3 of the fair value hierarchy during the year ended December 31, 2024.

The following is a reconciliation of the Organization's assets measured at fair value on a recurring basis using significant unobservable inputs (Level 3) for the year ended December 31, 2024:

<b>Balance - beginning of the year</b>	\$ 1,002,540
Change in value of beneficial interest in trust	<u>28,833</u>
<b>Balance - end of the year</b>	<u><u>\$ 1,031,373</u></u>

Fair value is determined using various inputs. These inputs are assumptions that market participants would use in pricing an asset, which are not always observable in the marketplace. When available, quoted market prices in an active market for identical assets (Level 1 inputs) are used to determine fair value. If quoted market prices are not available, valuation techniques are used that place greater reliance on other observable factors (Level 2 inputs) and unobservable factors (Level 3 inputs).

**Note 4 – Operating Agreement**

The Organization utilizes the Performing Arts Center facility under an agreement with the City of Topeka. The agreement provides for ongoing operation and use of the facility without charge by the City. No amounts have been determined and thus not recorded for in-kind contributions. The agreement has been amended and runs through December 31, 2026.

**Note 5 – Net Assets With Donor Restrictions**

Beneficial Interests

The Organization is an income beneficiary of three perpetual trusts which are held and administered by a third party. Distributions received from the trusts are available for use in the general operations of the Organization.



**Topeka Performing Arts Center, Inc.**  
**Notes to the Financial Statements**  
**December 31, 2024**

**Note 5 – Net Assets With Donor Restrictions (continued)**

On an annual basis, the Organization adjusts the beneficial interest based on a reevaluation of estimated future cash flows to be received. A discount rate of 5% was used in determining the present value of the estimated future cash flows. The change in trust values is reflected in the statement of activities as a change in beneficial interest. The following provides a summary of the asset categories within the trusts as of December 31, 2024:

Equities	71%
Fixed income	27%
Other	2%

The Organization's net assets with donor restrictions are restricted for the following purposes or periods as follows at December 31, 2024:

**Subject to time restriction:**

Beneficial interest in trusts, distributions from which are expendable in operations	<u><u>\$ 1,031,373</u></u>
-----------------------------------------------------------------------------------------	----------------------------

**Note 6 – In-Kind Contributions**

The Organization records the fair value of in-kind contributions as revenue when received and as an offsetting expense when the donated services and property are used. The Organization did not recognize certain noncash contributions of free or reduced rate services and property in the prior year financial statements as the estimated fair market value was not readily determinable. Management did not determine the impact of this matter on the prior year financial statements. The Organization recognized other in-kind contributions of \$1,858 for the year ended December 31, 2024.

**Note 7 – Management Fee**

The Organization pays a fixed fee of \$4,500 per month and a variable management fee equal to 10% of the gross food and beverage revenues and 15% of the gross revenues from naming rights, sponsorships, and donations to VenuWorks of Topeka, LLC (VenuWorks). The Organization paid \$64,808 in management fees for the year ended December 31, 2024.

**Topeka Performing Arts Center, Inc.**  
**Notes to the Financial Statements**  
**December 31, 2024**

**Note 8 – Liquidity and Availability of Resources**

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, are comprised of the following at December 31, 2024:

**Financial assets at year-end:**

Cash and cash equivalents	\$ 908,660
Accounts receivable	<u>61,291</u>
<b>Total financial assets</b>	<u><u>969,951</u></u>

**Less amounts not available to be used for general expenses within one year:**

Deferred ticket sales in box office checking	<u>(276,389)</u>
<b>Financial assets available to meet general expenses over the next twelve months</b>	<u><u>\$ 693,562</u></u>

As part of the Organization's liquidity management plan, the Organization invests cash in excess of daily requirements in various money market funds.

**Note 9 – Subsequent Events**

The Organization has evaluated subsequent events through the date of the independent auditor's report, which is the date the financial statements were available to be issued.

# TOPEKA PERFORMING ARTS CENTER

## MINUTES of Board of Trustees Meeting March 26, 2025

Trustees Present: Mark Carr, Ashley Gilfilan, Brent Piepergerdes, Jeff Parker, Thad Halstead, Mack Mondesir, Tuck Duncan, Staci Williams, Zac Broughton

Trustees Absent: Fred Patton, Wayne Edkin, Steven Massey, Chris Fisher, Sam Feather, Shane Grau, Sean Dixon

TPAC Staff Present: Daniel Kays, Julie Welch

Call to Order – the meeting was called to order in the conference room at 212 SW 8<sup>th</sup> Ave, by Staci Williams at 12:10pm. A quorum of 10 Trustees were present

### Approval of Minutes

Jeff moved to approve the minutes of the February 28 board meeting, and the March 18 Executive Committee meeting. Staci seconded. Motion approved unanimously.

### Financials

Zac presented January financials, showing a deficit of \$19,448 - better than the budgeted deficit of \$35,898. Favorable programming was helpful.

Cash remains strong. May need to dip into reserves, but hoping shows will continue to help.

Staci led the board in thanking Dan for his hard work.

Jeff moved to accept financials, Staci seconded. Approved unanimously.

### Board Development

Two potential board members are currently in discussion.

### Fund Raising

Jeff reported on the importance of board involvement in starting conversations with sponsors

Friends of TPAC – need to nail down the details before we can market heavily. What are the benefits? Still working with CapFed on parking.

### Historic Documents

Need one more push to complete the historic document organization/storage.

### Executive Director

Usher training has been positive.

Need ID checkers for Sunday Bob Dylan concert

Dan shared a 1998-1999 brochure to illustrate how fundraising is the key to success for TPAC.

Dan reported on upcoming events.

Several board members mentioned possible sponsorship contacts

ADA ramp construction is a challenge

Getting new bid for marquee with Daktronics.

Our part-time hourly rates are really low – we will need to increase our rates

### Audit

Jeff mentioned that the audit was a “clean” audit, with no management recommendations

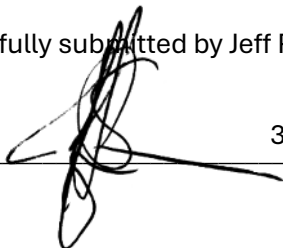
Tuck moved to accept the audited financial statements and send to City, Staci seconded. Motion passed unanimously.



Adjournment

Staci adjourned the meeting at 1:00pm

Respectfully submitted by Jeff Parker, Secretary

A handwritten signature in black ink, appearing to be 'Jeff Parker', written over a horizontal line.

3/26/2025



**ATTACHMENTS:**

**Description**

Resolution

Juneteenth Celebration Flyer



1 RESOLUTION NO. \_\_\_\_\_  
2

3 A RESOLUTION introduced by Councilmember Sylvia Ortiz, granting Randy  
4 Wheat an exception to the provisions of City of Topeka Code  
5 Section 9.45.150, et seq. concerning noise prohibitions.  
6

7 WHEREAS, City of Topeka Code Section 9.45.150, et seq. makes it  
8 unlawful for any person to make, continue or cause to be made or continued any  
9 loud, unnecessary or unusual noise or any noise which either annoys, disturbs,  
10 injures or endangers the comfort, repose, health or safety or others within the  
11 limits of the city; and

12 WHEREAS, City of Topeka Code Section 9.45.170, et seq. authorizes the  
13 City Council to grant exceptions to the prohibitions of this code section upon  
14 request and a showing that the proposed activity does not offend the spirit of the  
15 findings of City of Topeka Code Section 9.45.150, et seq.; and

16 WHEREAS, Randy Wheat has requested that he be granted an exception  
17 to the provisions of City of Topeka Code Section 9.45.150, et seq. for the  
18 purposes, dates and times described herein, and

19 WHEREAS, upon review of the application of Randy Wheat, the  
20 Governing Body of the City of Topeka does hereby find that the requested  
21 activity does not offend the spirit of the findings of City of Topeka Code Section  
22 9.45.150, et seq.

23 NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the  
24 City of Topeka that Randy Wheat is hereby granted an exception from the  
25 provisions of City of Topeka Code Section 9.45.150, et seq. for amplified music  
26 and sound at the Juneteenth Celebration located at 1800 SE 21<sup>st</sup> Street during

27 the hours of 12:00 p.m. and 10:00 p.m. on June 15, 2024. The event will be held  
28 at Hillcrest Community Center.

29 ADOPTED and APPROVED by the Governing Body\_\_\_\_\_  
30

31 CITY OF TOPEKA, KANSAS

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ATTEST:

\_\_\_\_\_  
Michael A. Padilla, Mayor

\_\_\_\_\_  
Brenda Younger, City Clerk



# 11th Annual Topeka Family & Friends JUNETEENTH CELEBRATION

*"Saving our community from generation to generation"*

Topeka Family & Friends  
**JUNETEENTH**  
Celebration

FOOD AND CRAFT

VENDORS

**Saturday, June 15, 2024, 12 to 10pm**

**Hillcrest Community Center and Park**

**1800 se 21st Street, Topeka, KS 66607**

## 2024 Activities Include:

June 1st - 5pm

Miss Juneteenth Pageant at Garvey Theater  
Washburn University 1700 SW 17th Street

June 3 - 11:30 am

Flag Raising and Unity Walk  
Kansas State Capitol South Steps

June 8th - 6pm

Juneteenth Car Show  
California Crossing 2075 S.E. 29<sup>th</sup> St

June 10 - 6:00 pm

Juneteenth Pop and Paint Youth Event  
Jefferson Square/Austin Park 2300 SE Jefferson

June 11th - 6 pm

Juneteenth Taco Tuesday  
Betty Phillips Neighborhood Park 3303 SE Irvingham St.

June 12th - 6pm

Juneteenth Fashion Show  
St. John AME Church 701 SW Topeka Blvd

June 13th - 6pm

Juan "Poppy and Helen Abbott Essay Contest Banquet  
St. John AME Church 701 SW Topeka Blvd

June 14th - 6pm

Sound of Freedom Play  
TBA

June 15th 12-10pm

11th Annual Juneteenth Community Celebration  
Hillcrest Community Center

June 16th - 4pm

Gospel Extravaganza  
St John AME Church 701 SW Topeka Ave.

June 19th - 11am

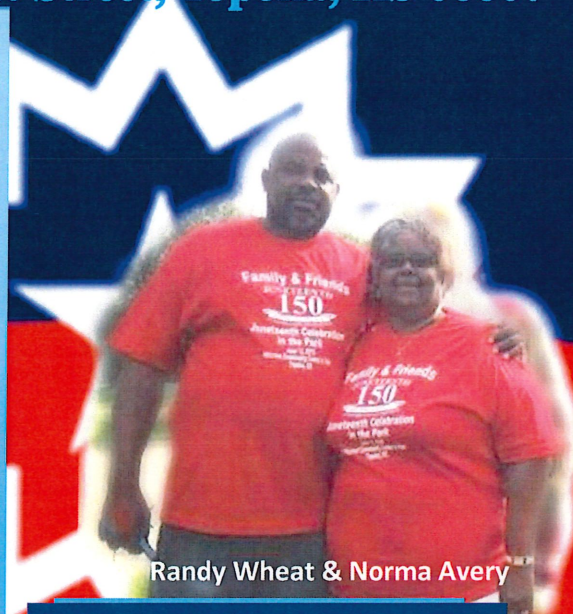
Topeka Family & Friends Juneteenth Parade and  
1:30pm - 3:30pm  
Juneteenth Program at Every Plaza



**Emcee**  
Radio Personality

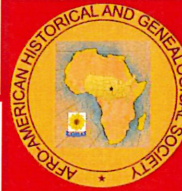
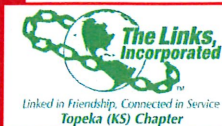


**Historian**  
Sherri Camp



Randy Wheat & Norma Avery

Thank you to our 2024  
sponsors and partners!







City of Topeka  
Council Action Form  
Council Chambers  
214 SE 8th Street  
Topeka, Kansas 66603  
[www.topeka.org](http://www.topeka.org)  
June 17, 2025

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DATE: June 17, 2025  
CONTACT PERSON: Councilmember Sylvia Ortiz DOCUMENT #:  
SECOND PARTY/SUBJECT: Fellowship Hi-Crest, Krissy Kearney PROJECT #:  
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous  
CIP PROJECT: No  
ACTION OF COUNCIL: JOURNAL #:  
PAGE #:

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**DOCUMENT DESCRIPTION:**

**RESOLUTION** introduced by Councilmember Sylvia Ortiz, granting Fellowship Hi-Crest Church an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. *(Council District No. 3)*

*(Approval would allow for amplified sound during the hours of 7:00 p.m. and 10:00 p.m. on June 28, 2025, at 455 S.E. Golf Park Blvd.)*

**VOTING REQUIREMENTS:**

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

**POLICY ISSUE:**

City of Topeka Code Section 9.45.170, et seq., authorizes the City Council to grant noise exceptions. Approval grants a noise exception to Fellowship Hi-Crest Church for the Summer Fireworks Extravaganza on June 28, 2025.

**STAFF RECOMMENDATION:**

Staff recommends the Governing Body move to approve the resolution as part of the consent agenda.

**BACKGROUND:**

Krissy Kearney has requested the noise exception due to amplified sound at the event.

**BUDGETARY IMPACT:**

There is no budgetary impact to the City.

**SOURCE OF FUNDING:**

Not Applicable.

**ATTACHMENTS:**

**Description**

Resolution - Noise Exception - Summer Fireworks Extravaganza

1 RESOLUTION NO. \_\_\_\_\_

2  
3 A RESOLUTION introduced by Councilmember Sylvia Ortiz, granting Fellowship  
4 Hi-Crest Church an exception to the provisions of City of  
Topeka Code Section 9.45.150, et seq. concerning noise  
prohibitions.

5  
6  
7 WHEREAS, City of Topeka Code Section 9.45.150, et seq. makes it  
8 unlawful for any person to make, continue or cause to be made or continued any  
9 loud, unnecessary or unusual noise or any noise which either annoys, disturbs,  
10 injures or endangers the comfort, repose, health or safety or others within the  
11 limits of the city; and

12 WHEREAS, City of Topeka Code Section 9.45.170, et seq. authorizes the  
13 City Council to grant exceptions to the prohibitions of this code section upon  
14 request and a showing that the proposed activity does not offend the spirit of the  
15 findings of City of Topeka Code Section 9.45.150, et seq.; and

16 WHEREAS, Krissy Kearney has requested that he be granted an exception  
17 to the provisions of City of Topeka Code Section 9.45.150, et seq. for the  
18 purposes, dates and times described herein, and

19 WHEREAS, upon review of the application of Fellowship Hi-Crest, the  
20 Governing Body of the City of Topeka does hereby find that the requested  
21 activity does not offend the spirit of the findings of City of Topeka Code Section  
22 9.45.150, et seq.

23 NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the  
24 City of Topeka that Fellowship Hi-Crest is hereby granted an exception from the  
25 provisions of City of Topeka Code Section 9.45.150, et seq. for amplified music  
26 and sound at the Summer Fireworks Extravaganza located at 455 SE Golf Park



27 Blvd during the hours of 7:00 p.m. and 10:00 p.m. on June 28, 2025. The event  
28 will be held at Fellowship Hi-Crest Church.

29  
30 ADOPTED and APPROVED by the Governing Body\_\_\_\_\_.

31 CITY OF TOPEKA, KANSAS

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35 \_\_\_\_\_  
36 Michael A. Padilla, Mayor

37 ATTEST:

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40 Brenda Younger, City Clerk  
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**City of Topeka**  
**Council Action Form**  
**Council Chambers**  
**214 SE 8th Street**  
**Topeka, Kansas 66603**  
**www.topeka.org**  
June 17, 2025

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**DATE:** June 17, 2025  
**CONTACT PERSON:** Councilmember Marcus Miller **DOCUMENT #:**  
**SECOND PARTY/SUBJECT:** David Vincent **PROJECT #:**  
**CATEGORY/SUBCATEGORY** 020 Resolutions / 005 Miscellaneous  
**CIP PROJECT:** No  
**ACTION OF COUNCIL:** **JOURNAL #:**  
**PAGE #:**

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**DOCUMENT DESCRIPTION:**

**RESOLUTION** introduced by Councilmember Marcus Miller, granting David Vincent an exception to the provisions of City of Topeka Code Section 9.45.150, et seq., concerning noise prohibitions. (*Council District No. 6*)

(Approval would allow for live bands and amplified music and sound during the hours of 6:00 p.m. and 10:00 p.m. on June 21, 2025, at 1710 S.W. Medford Avenue.)

**VOTING REQUIREMENTS:**

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

**POLICY ISSUE:**

City of Topeka Code Section 9.45.170, et seq., authorizes the City Council to grant noise exceptions. Approval grants a noise exception to Randy Wheat for the Circle Coffee Birthday Party on June 21, 2025.

**STAFF RECOMMENDATION:**

Staff recommends the Governing Body move to approve the resolution as part of the consent agenda.

**BACKGROUND:**

David Vincent has requested the noise exception due to live bands and amplified music and sound at the event.

**BUDGETARY IMPACT:**

There is no budgetary impact to the City.

**SOURCE OF FUNDING:**

Not Applicable.

**ATTACHMENTS:**

**Description**

Resolution - Noise Exception



1 RESOLUTION NO. \_\_\_\_\_

2  
3 A RESOLUTION introduced by Councilmember Marcus Miller, granting David  
4 Vincent an exception to the provisions of City of Topeka Code  
5 Section 9.45.150, et seq. concerning noise prohibitions.  
6

7 WHEREAS, City of Topeka Code Section 9.45.150, et seq. makes it  
8 unlawful for any person to make, continue or cause to be made or continued any  
9 loud, unnecessary or unusual noise or any noise which either annoys, disturbs,  
10 injures or endangers the comfort, repose, health or safety or others within the  
11 limits of the city; and

12 WHEREAS, City of Topeka Code Section 9.45.170, et seq. authorizes the  
13 City Council to grant exceptions to the prohibitions of this code section upon  
14 request and a showing that the proposed activity does not offend the spirit of the  
15 findings of City of Topeka Code Section 9.45.150, et seq.; and

16 WHEREAS, David Vincent has requested that he be granted an exception  
17 to the provisions of City of Topeka Code Section 9.45.150, et seq. for the  
18 purposes, dates and times described herein, and

19 WHEREAS, upon review of the application of David Vincent, the  
20 Governing Body of the City of Topeka does hereby find that the requested  
21 activity does not offend the spirit of the findings of City of Topeka Code Section  
22 9.45.150, et seq.

23 NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the  
24 City of Topeka that David Vincent is hereby granted an exception from the  
25 provisions of City of Topeka Code Section 9.45.150, et seq. for amplified music  
26 and sound at the Circle Coffee Birthday Party located at 17<sup>th</sup> & SW Medford

27 during the hours of 5:30 p.m. and 10:00 p.m. on June 21, 2025. The event will be  
28 held at 1710 SW Medford Avenue.

29 ADOPTED and APPROVED by the Governing Body\_\_\_\_\_  
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31 CITY OF TOPEKA, KANSAS

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ATTEST:

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Michael A. Padilla, Mayor

\_\_\_\_\_  
Brenda Younger, City Clerk



City of Topeka  
Council Action Form  
Council Chambers  
214 SE 8th Street  
Topeka, Kansas 66603  
[www.topeka.org](http://www.topeka.org)  
June 17, 2025

---

DATE: June 17, 2025  
CONTACT PERSON: Rhiannon Friedman, Planning and Development Director DOCUMENT #:  
SECOND PARTY/SUBJECT: BDC-30th and Topeka, LLC Tax Increment PROJECT #:  
Finance District  
CATEGORY/SUBCATEGORY  
CIP PROJECT: No  
ACTION OF COUNCIL: JOURNAL #:  
PAGE #:

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**DOCUMENT DESCRIPTION:**

RESOLUTION introduced by City Manager Dr. Robert M. Perez, setting the public hearing for consideration of the adoption of the Topeka Tax Increment Financing District (TIF) Project Plan (30th & Topeka, Inc.) at the Northeast quadrant of Topeka Boulevard and 30th Street in the Topeka Redevelopment District.

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

*(Approval would set a Public Hearing Date of August 12, 2025, to consider the adoption of the Project Plan.)*

**VOTING REQUIREMENTS:**

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

**POLICY ISSUE:**

Whether to set a public hearing for consideration of the adoption of the Topeka Tax Increment Financing District (TIF) Project Plan (30th and Topeka, Inc.) at the Northeast quadrant of Topeka Boulevard and 30th Street in the Topeka Redevelopment District.

**STAFF RECOMMENDATION:**

Staff recommends the Governing Body move to approve the resolution.

**BACKGROUND:**



On June 10, 2025, the Governing Body will consider setting a public hearing for the creation of a TIF District at the Northeast quadrant of Topeka Boulevard and 30th Street in the Topeka Redevelopment District. Following a determination by the Planning Commission that the Topeka Tax Increment Financing District Project Plan proposed by BDC-30<sup>th</sup> and Topeka, LLC (the "Project Plan") is consistent with the intent of the City's Comprehensive Plan, the Governing Body must hold a public hearing, pursuant to K.S.A. 12-1772, on the advisability of adopting the Project Plan.

**BUDGETARY IMPACT:**

**SOURCE OF FUNDING:**

**ATTACHMENTS:**

**Description**

Resolution - Setting the public hearing for consideration of adoption of the Project Plan

REVISED BDC-30th and Topeka TIF Application (June 2025)

Planning Commission Resolution No. 1-2025 (June 16, 2025)

BDC-30th and Topeka TIF Project Plan Financial Analysis (April 2025)

City TIF Policy Resolution 9626

1 (Published in the Topeka Metro News on \_\_\_\_\_)

2  
3 RESOLUTION NO.

4  
5 RESOLUTION introduced by City Manager Dr. Robert M. Perez, setting the public  
6 hearing for consideration of the adoption of the Topeka Tax  
7 Increment Financing District (TIF) Project Plan (30th & Topeka, Inc.)  
8 at the Northeast quadrant of Topeka Boulevard and 30th Street in  
9 the Topeka Redevelopment District.

10 BE IT RESOLVED by the Governing Body that, as the Planning Commission has  
11 determined that the Topeka Tax Increment Financing District Project Plan proposed by  
12 BDC-30<sup>th</sup> & Topeka, LLC (the "Project Plan") is consistent with the intent of the City's  
13 Comprehensive Plan, the Governing Body will hold a public hearing, pursuant to K.S.A.  
14 12-1772, on the advisability of adopting the Project Plan.

15 BE IT FURTHER RESOLVED that the City Clerk shall do the following:

16 (1) Deliver a copy of the Project Plan to the Shawnee County Board of County  
17 Commissioners and the Unified School District 501 Board of Education;

18 (2) Publish this Resolution in the official City newspaper not less than one week  
19 nor more than two weeks preceding the date fixed for the public hearing;

20 (3) Mail a copy of this Resolution by certified mail, return receipt requested, to  
21 the Shawnee County Board of Commissioners and Unified School District 501 Board of  
22 Education; and

23 (4) Mail a copy of this Resolution by certified mail, return receipt requested, to  
24 each owner and occupant of land within the proposed redevelopment project area not  
25 more than 10 days following the date of adoption of this Resolution.

26 NOTICE OF PUBLIC HEARING

27 Notice is hereby given that the Governing Body will meet for the purpose of holding

a public hearing as provided by K.S.A. 12-1772 in the City Council Chambers, 214 SE 8<sup>th</sup> St., Topeka, Kansas, at 6:00 p.m. on August 12, 2025, to consider the advisability of adopting a Redevelopment Project Plan in the proposed 30<sup>th</sup> & Topeka Boulevard Tax Increment Financing Redevelopment District (the “District”).

(1) Boundaries of the District. The boundaries of the proposed District, which is scheduled for public hearing on July 15, 2025, are MEADOW ACRES COURT, S18, T12, R16, Lot 1, LOT 1 LESS S 4.5 MEADOW ACRES COURT SUB SECTION 18 TOWNSHIP 12 RANGE 16.

(2) Boundaries of the Proposed Project Area. The boundaries of the project area proposed for the Project Plan match the boundaries for the proposed District.

(3) Project Plan, Summary of Feasibility Study, Financial Guarantee of Prospective Developer, Description and Map. The Project Plan, including a summary of the feasibility study, financial guarantees of the prospective developer, map and description of the area to be redeveloped are available for inspection at the office of the City Clerk on Monday through Friday, except holidays, during regular business hours from 8:00 a.m. to 5:00 p.m.

(4) Adoption of Project Plan. The Governing Body may, upon conclusion of the public hearing or at a subsequent meeting, pass an ordinance by two-thirds (2/3) majority of the Governing Body, adopting the proposed Project Plan.

[Remainder of Page Intentionally Left Blank]

54 ADOPTED and APPROVED by the Governing Body June 17, 2025.

55 CITY OF TOPEKA, KANSAS

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Michael A. Padilla, Mayor

60 ATTEST:

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Brenda Younger, City Clerk





24 DEC 18 AM 8:45  
REC'D TOPEKA CITY CLERK

## CITY OF TOPEKA APPLICATION FOR TAX INCREMENT FINANCING (TIF) DISTRICT

The City's Tax Increment Financing (TIF) policy can be found at <https://www.topeka.org>.  
Complete all information and if necessary, please attach additional sheets to fully  
answer each question and include attachments described in Appendix 1.

### Overview of Application Procedures

See the full "City of Topeka Tax Increment Financing District (TIF) Procedures"  
document at <https://www.topeka.org>.

**Submission:** The TIF Application Form, policies and procedures are available on the  
City's website at <https://www.topeka.org> or the City Clerk's Office. An electronic copy  
shall be submitted to the TIF Committee, together with the required fee. The completed  
application shall be submitted to the City Manager, 215 SE 7<sup>th</sup> Street, Topeka KS 66603  
or [cclerk@topeka.org](mailto:cclerk@topeka.org).

**Application Fee:** Each application shall be accompanied with a non-refundable  
Application fee made payable to the City of Topeka. The Application fee will be used by  
the City to pay the costs incurred by the City in the review of the Application.

Application Fee: \$5,000

Once the application is received and reviewed, if the project is proceeding, the City and  
developer shall execute a funding agreement for a deposit of \$30,000 to cover the City's  
costs of evaluating the requests which may include but not necessarily be limited to  
direct costs of the City's financial and legal advisors.

**Date of Application:** 12/3/2024

#### 1. Applicant Information

a. Company Name: BDC - 30th & Topeka, LLC and assigns Phone: 785-272-4400

Address: 2933 SW Woodside Dr, Ste 200, Topeka, KS 66614

Contact Person (if an entity): Matthew McNary

Email: mattm@batisdev.com Fax : N/A

Project Name: BDC - 30th & Topeka

b. Applicant's Legal  
Counsel Name: Robert C. Johnson Phone: 816-360-4359

Address: 900 W. 48th Place, Suite 900, Kansas City, MO

Email: rjohnson@polsinelli.com Fax: N/A

c. Applicant's Engineer: SBB Engineering, LLC Phone: 785-215-8630

Address: 101 S Kansas Ave, Topeka, KS 66603

Email: jeff.laubach@sbbeng.com Fax: N/A

## 2. Applicant's Business Information

*In the appendix, provide attachments of relevant information on the Applicant's background and development experience. Include resumes of key individuals assigned to the project, as well as other projects completed, including location and contact persons from local governments and bank references. Also include a copy of the development company's organization structure.*

### Additional Business Information:

a. Corporation Partnership Sole Proprietorship Other

b. State of incorporation/organization and year: Kansas 2024

c. If the Applicant is a corporation, list the officers, directors and stockholders holding more than 5% of the corporation's stock. (State the name, address, telephone and relationship to Applicant. If a company is not yet formed, include as much data as possible concerning potential officers, directors and stockholders): \_\_\_\_\_

Entity is a wholly-owned subsidiary of Batis Development Company, a Kansas Corporation

James Mark Wittenburg, President of Batis Development, 7161 SW Fountaindale Rd, Topeka, KS 66614, 785-272-4400 x3

Matthew D Werner, Vice President of Batis Development, 6401 SW 24th St, Topeka, KS 66614, 785-272-4400 x2

d. If the Applicant is a general partnership, list the general partners; and if a limited partnership, list the general partners and limited partners; with more than 5% of the partnership. (State the name, address, telephone and relationship to Applicant. If a partnership is not yet formed, include as much data as possible concerning potential partners): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



e. Has the Applicant, or any partner, officer, member or director of the Applicant; or any entity in which any partner, officer, member or director of the Applicant is or was a partner, officer, member or director, ever been charged with and/or convicted of a criminal offense (other than traffic violations) or charged by any regulatory agency with violations of financial or professional regulations?

Yes

No

If yes, state the name of the business or individual, the caption of the proceeding, court and year in which it was filed, and its disposition and/or status: \_\_\_\_\_

\_\_\_\_\_

f. Within the last ten (10) years, has the Applicant or any partner, officer, member or director of the Applicant; or any entity in which any partner, officer or director of the Applicant is or was a partner, officer, member or director, been a debtor in bankruptcy?

Yes

No

If yes, state the name of the business or individual, the caption of the proceeding, the court and year in which it was filed, and its disposition and/or status: \_\_\_\_\_

\_\_\_\_\_

g. Has the Applicant, or any officer, member, director, or partner of the Applicant; or any entity in which any partner, officer or director of the Applicant is or was a partner, officer, member or director, ever defaulted on any bond or mortgage commitment?

Yes

No

If yes, state the name of business or individual, year and any relevant circumstances: \_\_\_\_\_

\_\_\_\_\_

h. *Attach a letter from a financial institution that the Applicant has sufficient financial resources to obtain a private financing of the project.*

*See attached exhibits.*

### 3. General TIF Project Information

*Include a map and additional project information in the Appendix as attachments if necessary.*

a. Description of the underlying TIF Project: \_\_\_\_\_  
Commercial development of approximately 2.66 acres located at the NEQ of Topeka Boulevard and 30th Street.

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b. General Location of TIF Project: NEQ of Topeka Boulevard and 30th Street.

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c. Total sq. feet in proposed District, excluding right of way and other common area:  
Total = approximately 115,867 SF.

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d. Legal description of the proposed District: \_\_\_\_\_

As available on Shawnee County GIS: MEADOW ACRES COURT, S18, T12, R16, Lot 1, LOT 1 LESS S 4.5 MEADOW ACRES COURT SUB SECTION 18 TOWNSHIP 12 RANGE 16. To be updated upon closing of land purchase.

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e. Number of Tracts, Parcels or Lots in proposed District: One.

f. Does Applicant own all the Property in the District? Yes ☐ No ☒

If not, provide the name, address and phone number of the Owner(s) in the District and evidence of their willingness to participate in the Petition. Or if Applicant intends to own 100% of the property, provide evidence of site control (i.e. deed, option to purchase or purchase contract). Site is under contract for purchase. See attached Purchase & Sale Agreement.

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g. Are all areas within the proposed District platted? Yes ☐ No ☒

If yes, provide the County parcel ID numbers: 1341802003005000

Site will be re-platted to accommodate separate ownership of finished buildings/sites.

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If no, identify the number without County parcel ID numbers and the status of any pending plats: \_\_\_\_\_



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h. If the project has current tenants or leases, please provide the contact information (business name; contact person; address, and phone number) for each:

Current Owner of Motel: Topeka Management Inc., Divyesh Patel, 2950 S Topeka Blvd,  
Topeka, KS 66611, dpatel129@aol.com, 785-220-8929

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i. Discuss the condition(s) that would qualify the proposed TIF District as an eligible area, as defined within Kansas State law. *If required, provide a blight study as an exhibit.*

Eligible area per K.S.A. 12-1770a(g): Existing building on proposed TIF  
District was constructed in 1960, making it 69 years old

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j. Is the property currently zoned for the proposed use?

Yes

No

If not, what zoning changes would be required?

---

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k. Describe the impacts of the proposed development on the existing and proposed infrastructure and services including, but not limited to: water, sanitary sewer, storm water, solid waste, streets and schools. Please note that where available, City services shall be utilized.

City services shall be utilized where services are provided. Development will have impact of typical commercial development on utility use in area.

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#### 4. Financing

a. Description of TIF Project and costs to be financed and estimated cost for each component: *(Attach separate sheet in Appendix if necessary.)*

Land Acquisition	\$ 931,533
Demo/Site Work/Infrastructure	\$ 989,518
Design Costs (architectural and engineering)	\$
Soft Costs (TIF fees/legal/commissions/etc.)	\$
	\$
	\$
Total Estimated Cost of TIF Improvements	\$ 1,921,051

b. Estimated cost of total project in which TIF is proposed: \$ 14,737,937

c. Proposed methods of financing. If more than one, please indicate:

- |                                  |                                      |                                     |
|----------------------------------|--------------------------------------|-------------------------------------|
| (i) Property Tax (Pay-as-you-go) | <input checked="" type="radio"/> Yes | <input type="radio"/> No            |
| (ii) Sales Tax (Pay-as-you-go)   | <input checked="" type="radio"/> Yes | <input type="radio"/> No            |
| (iii) Special Obligation Bonds:  | <input type="radio"/> Yes            | <input checked="" type="radio"/> No |

#### 5. Financing/Bonds:

a. Do you request the City issue special obligation bonds? Yes ☐ No ☒

If yes, what is the requested term of the bonds? (maximum is 20 years):

b. Do you plan to use pay-as-you-go (maximum is 20 years)? ☒ Yes ☐ No

c. Estimated dates to commence and complete construction:

Commencement in Q2 of 2025, completion as listed below.

d. Will there be a phasing plan? If so, describe the phasing plan including the proposed improvements, their estimated cost, and date construction of each will be commenced and complete:

One TIF Plan encompassing the entire TIF District will be requested and activated at start of 2026 in accordance with the following schedule of completion of the TIF Plan:

QSR 1 - 3/31/26; QSR 2 - 12/31/26; Retail - 12/31/26

---

**6. Additional Information:**

Any additional information you believe is relevant or helpful to the consideration of this application. *You may also attach separate documentation.* \_\_\_\_\_

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Please check the box if the petition includes the following requirements:

- |    |                                                              |                                     |
|----|--------------------------------------------------------------|-------------------------------------|
| 1. | General description of the proposed project                  | <input checked="" type="checkbox"/> |
| 2. | Estimated cost of the project                                | <input checked="" type="checkbox"/> |
| 3. | Proposed method of financing the project                     | <input checked="" type="checkbox"/> |
| 4. | Proposed amount and method of assessment                     | <input checked="" type="checkbox"/> |
| 5. | Map of the proposed district; and                            | <input checked="" type="checkbox"/> |
| 6. | Legal description of the boundaries of the proposed district | <input checked="" type="checkbox"/> |

**APPENDIX to TIF APPLICATION**

Documentation of the following will be helpful to the Finance Team:

- As required by Section 2, provide attachments of relevant information on the Applicant's background and development experience. Include resumes of key individuals assigned to the project, as well as other projects completed, including location and contact persons from local governments and bank references. Also, include a copy of the development company's organization structure.
- Evidence of site control.
- Financial information as outlined in the "Project Feasibility" section of the TIF Procedures document
- Approved site plans or plan submissions for the Project Plan area.
- Renderings of the project, if available.
- Any other data or information the Applicant deems pertinent to the City's consideration of the application.

Certification of Applicant

Applicant has received and reviewed the City's Tax Increment Financing Policy (Resolution 9016) and the Applicant understands and agrees to the terms of the policy, including payment of the required fees.

As of the date of the Applicant's execution of this application, to the best of the Applicant's knowledge, the information contained within this application is true and correct.

In witness whereof, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

BDC - 30th & Topeka, LLC

\_\_\_\_\_  
(Name of Business)

a \_\_\_\_\_ limited liability company

\_\_\_\_\_ authorized to do business in Kansas

\_\_\_\_\_  
(Business Structure)

By: \_\_\_\_\_

Signature of Authorized Agent for Entity

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Add in a Notary Acknowledgement Page)



**AFFIDAVIT**

THE STATE OF Kansas )  
 ) ss:  
THE COUNTY OF Shawnee )

I, J. Mark Wittenburg, being of lawful age, and having been first duly sworn upon my oath, do hereby state:

1. I am a resident of Shawnee County, Topeka, KS

2. As of the date set forth below, I have no financial interest and no entity in which I have any interest has any financial interest in any real property, located anywhere in the state of Kansas, that is delinquent on any special assessments, delinquent on any *ad valorem* taxes, or the subject of any federal, state, or local tax lien.

3. As of the date set forth below, I am not currently delinquent or in default and no entity in which I have any interest is currently delinquent or in default on any debts, responsibilities, or other obligations owed to the City of Topeka, Kansas.

*J. Mark Wittenburg*

**SUBSCRIBED AND SWORN** before the undersigned on this 3<sup>rd</sup> day of December, 2027.

*Linda S. Smith*

Notary Public

My Appointment Expires: 10-30-2028



**EVIDENCE OF SITE CONTROL  
PURCHASE AGREEMENT**

## REAL ESTATE CONTRACT

**THIS REAL ESTATE CONTRACT** (the "Agreement") dated this 13<sup>th</sup> day of October, 2024 (the "Effective Date"), by and between Topeka Management, Inc., a Kansas corporation (the "Seller") and BDC - 30th & Topeka, LLC, a Kansas limited liability company (the "Purchaser").

1. **Conveyance:** Seller agrees to sell and convey to Purchaser (or its nominee), and Purchaser agrees to purchase from Seller certain real property and improvements located at 2950 S. Topeka Blvd, Topeka, Kansas 66611 (Parcel ID 089-134-18-0-20-03-005.00-0), together with all rights, title and interest, if any, of Seller in and to (i) all adjacent streets, alleys and rights-of-way and any strips or gores lying between such real property and adjacent properties, (ii) all rights (including all mineral, water and irrigation rights), privileges, tenements, hereditaments, access rights, common area rights, and easements appurtenant to, benefitting, or belonging to such real property; and (iii) all buildings and improvements located on the real property (collectively, the "Property").

2. **Price:** [REDACTED] (the "Purchase Price")

3. **Earnest Money:** Purchaser shall deposit with the Escrow Agent referred to in Section 4, within one (1) business day after the Effective Date, [REDACTED] (the "Earnest Money"), to be credited against the Purchase Price at Closing and refundable as set forth herein. Unless Purchaser terminates this Agreement as set forth hereinafter: (i) on Monday, March 3, 2025 at 5:00 p.m. local time in Topeka, Kansas, the Earnest Money shall become non-refundable to Purchaser (except in the case of a Seller default), but shall be credited against the Purchase Price at Closing (ii) on March 15, 2025, Purchaser shall deposit with the Escrow Agent an additional [REDACTED] of Earnest Money, which shall be non-refundable to Purchaser (except in the case of a Seller default), but shall be credited against the Purchase Price at Closing; and (ii) on the date that is three (3) business days after the City of Topeka and all other required governmental entities execute all documents relating to Purchaser's public incentives ("Approval of Incentives"), Purchaser shall deposit with the Escrow Agent an additional [REDACTED] of Earnest Money, which shall be non-refundable to Purchaser (except in the case of a Seller default), but shall be credited against the Purchase Price at Closing.

4. **Due Diligence:** This Agreement is subject to the following conditions:

- A. Within ten (10) days after the Effective Date, Seller shall, at Seller's sole cost and expense, obtain a title commitment for the Property for an ALTA extended coverage title insurance owner's policy in the amount of the Purchase Price (the "Title Policy") from Lawyers Title of Kansas, 5715 SW 21st Street, Topeka, Kansas 66604, Attention: Kyle Mead (the "Escrow Agent") and deliver a copy thereof, together with all documents listed in Schedule B to Purchaser. At least ten (10) days prior to expiration of the Due Diligence Period ("Title Objection Date"), Purchaser shall deliver written notice to Seller of any objections to matters set forth in the title commitment, any survey obtained by Purchaser and/or the Schedule B documents (collectively, the "Title Objection Notice"). Within five (5) days after receipt of the Title Objection Notice, Seller shall advise Purchaser in writing ("Title Response Notice") whether: (i) Seller will remove or endorse over (at Seller's expense) the objectionable exceptions on or before the Closing (in which case, such exceptions shall not be Permitted Encumbrances and shall be either removed or endorsed over by Seller on or before the Closing); or (ii) Seller elects not to cause such exceptions to be removed or endorsed over. Seller's failure to timely and properly give notice to Purchaser on or before such date shall be deemed to be Seller's election not to cause such exceptions to be removed or endorsed over. If Seller gives Purchaser notice or is otherwise deemed to have elected not to cause such exceptions to be removed, Purchaser shall, prior to expiration of the Due Diligence Period, elect to: (i) proceed with the purchase and accept title to the Property subject to



the exceptions to title to which Purchaser objected, or (ii) terminate this Agreement. If Purchaser fails to give Seller notice of its election on or before the end of the Due Diligence Period, Purchaser shall be deemed to have elected to proceed with the purchase and to have waived its objections to such exceptions. Any exceptions to title approved by Purchaser are referred to in this Agreement as the "Permitted Encumbrances." Notwithstanding anything to the contrary set forth herein, any and all monetary liens (including mechanics liens) shown on the title commitment, and any delinquent taxes and assessments, shall be removed by Seller from title on or before the Closing and shall not constitute Permitted Encumbrances (regardless of whether or not Purchaser objects to such exception).

- B. Within ten (10) days after the Effective Date, Seller shall deliver all surveys, prior title commitments/policies or title abstracts, environmental reports, leases encumbering the Property, income on the Property, expenses impacting the Property, geotechnical reports, all utility plans including grading and drainage plans, such other reports or inspections in Seller's possession or reasonably obtainable by Seller (the "Seller Due Diligence Materials"). If Purchaser is not satisfied with Purchaser's investigations and inspections with respect to the Property by April 30, 2025 (the "Due Diligence Period"), Purchaser will have the absolute right to cancel this Agreement for any reason whatsoever or no reason, in Purchaser's sole and absolute discretion and Seller. Upon such termination, Purchaser and Seller shall be released under this Agreement and, if Purchaser's termination occurs on or before Monday, March 3, 2025, at 5:00 p.m. local time in Topeka, Kansas, the Earnest Money shall be returned to Purchaser. Unless Purchaser gives written notice of cancellation prior to expiration of the Due Diligence Period then Purchaser will be deemed to have elected not to cancel the Agreement under this provision and the parties shall move to Closing.
- C. During the Due Diligence Period Purchaser shall be entitled to obtain boring, percolation, and other soil tests determining the physical characteristics of the sub-strata of the Property and showing that the soil and ground water are not contaminated, and that the Property is satisfactory, in Purchaser's sole judgment. Seller hereby grants to Purchaser, its agents and contractors, the right to enter upon the Property for such testing.

5. **Closing:** This sale shall be closed in escrow with the Escrow Agent listed in Section 4, upon the later of: (i) fifteen (15) days following expiration of the Due Diligence Period; and (ii) thirty (30) days after Purchaser's receives the Approval of Incentives (the "Closing"). Real property taxes will be pro-rated as of the date of Closing based on customary standards for the County in which the Property is located. If the amount of such taxes for the year Closing occurs are not then ascertainable, the amount of taxes shall be prorated based on the amount of the most recent ascertainable taxes. All transfer and conveyance taxes or documentary stamps and special real estate taxes and assessments shall be paid for by Seller. Seller agrees to pay all costs related to preparation of the Deed (defined below), the premium for a basic owner's title policy and commissions payable by Seller. Purchaser agrees to pay the premium for any extended coverage owner's title policy and any title endorsements desired by Purchaser, and for any lender's policy of title insurance. All monthly prorations (including rental income and expenses, if any) will be made on the basis of a thirty (30) day month. All escrow fees, recording fees and other escrow-related charges are to be split equally between Seller and Purchaser. Should Seller be required to renew the insurance policy on the Property and pay the premium for same prior to Closing, at Closing Purchaser shall reimburse Seller for any pro-rated amounts of the insurance premium that will not be reimbursed by insurer, but not to exceed \$50,000.00.

In addition to the foregoing, at Closing, Seller shall execute and/or deliver to Escrow Agent the following: (i) a Warranty Deed ("Deed") conveying all of Seller's right, title and interest in and to the Property to Purchaser, free and clear of all encumbrances, except the Permitted Encumbrances; (ii) an



Affidavit of Seller indicating that on the date of Closing, to the best of Seller's knowledge, there are no outstanding, unsatisfied judgments, tax liens (other than the lien of real estate taxes not yet due and payable) or bankruptcies against or involving Seller or the Property; (iii) a non-foreign affidavit properly containing such information as is required by IRC Section 1445(b)(2) and its regulations; (iv) a closing and disbursement statement showing the Purchase Price, the costs and expenses of the Closing attributable to each of Purchaser and Seller, and the disbursement of funds; and (v) such other documents required by the Escrow Agent required to record the Deed and issue the Title Policy.

At Closing Purchaser will execute and/or deliver or cause to be executed to Escrow Agent the following: (i) the Purchase Price, by wire transfer of immediately available funds; (ii) a closing and disbursement statement showing the Purchase Price, the costs and expenses of the Closing attributable to each of Purchaser and Seller; and (iii) such other documents, instruments and affidavits as shall be necessary to consummate the transaction contemplated hereby.

6. **Possession:** Seller promises to deliver sole and actual possession of the Property to Purchaser, free and clear of all tenancies and parties in possession at Closing.

7. **Brokerage:** Seller represents and warrants that Seller has not engaged a broker in connection with this transaction. Purchaser represents and warrants that Purchaser has not engaged a broker on behalf of Purchaser. Additionally, each party warrants and represents to the other that no real estate sales or brokerage commissions or like commissions are or may be due in connection with this transaction. Each party agrees to indemnify, defend (with legal counsel reasonably acceptable to the indemnitee) and hold harmless the other party for, from and against any claims by third parties made by or through the acts of such party, for real estate or brokerage commissions, or a finder's fee, in connection with the transactions provided herein, and all costs and expenses incurred by the indemnitee in connection therewith including, but not limited to, reasonable attorneys' fees.

8. **Default.** (a) If Purchaser defaults in its obligation to consummate this Agreement, Seller shall deliver written notice of such default and Purchaser shall have five (5) days to cure the default. Should Purchaser fail to timely cure the default, Seller, as its sole and exclusive remedy, shall be entitled to terminate this Agreement and all of the Earnest Money shall be forfeited to Seller, and, if such default relates to Purchaser's failure to close on the Property on the date of Closing, Purchaser shall reimburse Seller for its reasonable out-of-pocket expenses not to exceed \$7,500.00; (b) if Seller defaults in its obligation to consummate this Agreement, Purchaser shall deliver written notice of such default and Seller shall have five (5) days to cure the default. Should Seller fail to timely cure the default, Purchaser shall be entitled to terminate this Agreement and have the Earnest Money returned and be reimbursed for Purchaser's costs and expenses incurred in connection with this transaction and/or to enforce specific performance of the terms and provisions of this Agreement.

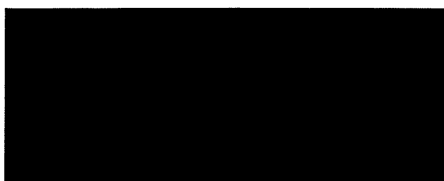
9. **Notices.** Any notice or other communication in connection with this Agreement shall be in writing and shall be sent by United States certified mail, return receipt requested, postage prepaid, by nationally recognized overnight courier guarantee next day delivery, by email, or by personal delivery, properly addressed as follows:

If to Seller:



If to Purchaser:





All notices shall be deemed given three (3) business days following deposit in the United States mail with respect to certified or registered letters, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery, and on the same day if sent by personal delivery or email. Attorneys for each party shall be authorized to give notices for each such party. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

**10. Counterparts; Entire Agreement/Modification:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It is understood that there are no oral or written agreements or representations between Seller and Purchaser affecting this contract, and this contract supersedes and cancels any and all previous negotiations, arrangements and understandings between the parties. This Agreement may be modified or altered only by an agreement in writing between the parties.

**11. Assignment.** At any time prior to the Closing, Purchaser may assign its rights under this Agreement to an assignee of Purchaser's free choice, provided that Seller is given notice of such assignment at least three (3) business days prior to the date of Closing. Upon execution by the assignee of a document whereby the assignee assumes the obligations of Purchaser and agrees to perform such obligations, Seller hereby agrees that the assignor shall be released from all obligation and liability as Purchaser under this Agreement and that Seller will accept performance of all of Purchaser's obligations by the assignee.

**12. Representations, Covenants and Warranties by Seller.** In addition to the express warranties under the Deed and other conveyance, assignment and transfer documents to be delivered to Purchaser at Closing, Seller hereby represents and warrants to, and covenants with, Purchaser that:

- a. **Authority and Binding Agreement.** Seller has full right, power, and authority to execute and deliver this Agreement and to consummate the purchase and sale transactions provided for herein without obtaining any further consents or approvals from, or the taking of any other actions with respect to, any third parties. This Agreement, when executed and delivered by Seller and Purchaser, will constitute the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.
- b. **Operation of the Property.** From the date hereof until the Closing Date, Seller covenants to:  
(i) maintain and operate the Property in the same manner as Seller has heretofore done; and  
(ii) and not, without the prior written consent of Purchaser, enter into any agreement or instrument or take any action that would encumber the Property after Closing, that would bind Purchaser or the Property after Closing, or that would be outside the normal scope of maintaining and operating the Property.
- c. **No Litigation; No Notice of Violation.** There is no litigation or proceeding pending or threatened against or relating to any portion of the Property. Seller has not received any notice of violation of any law, rule or ordinance concerning any portion of the Property or the business being operated thereon.

- d. Hazardous Wastes. (i) the Property is not in violation nor has it been during Seller's ownership or is it currently under investigation for violation of any federal, state or local law, ordinance or regulation relating to environmental conditions in, at, on or under or about the Property (collectively, "Environmental Laws"); (ii) no portion of the Property is contaminated with, nor threatened with contamination from outside sources by, any chemical, material or substance to which exposure is prohibited, limited or regulated by any federal, state, local or regional authority, or which is known to pose a hazard to health and safety; (iii) Seller has not used, generated, manufactured, stored or disposed in, at, on or under the Property any Hazardous Substance (defined below); and (iv) there is not now in, on or under the Property any underground or above ground storage tanks or surface impoundments, any asbestos containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment. For purpose of this Agreement, the term "Hazardous Substance" shall be deemed to include any wastes, materials, substances, pollutants and other matters regulated by Environmental Laws.
- e. No Undisclosed Liens or Assessments; All Assessments Paid. There are no: (i) assessments (special, general or otherwise) or benefits of any nature affecting the Property, or any portion thereof; and (ii) except as disclosed by the Title Commitment, there are no unrecorded liens or encumbrances. All obligations applicable to the Property under any declaration, easement agreement, restriction agreement or similar agreement of record are paid current.
- f. Bills Paid. All bills and other payments due with respect to the ownership, operation, construction and maintenance of the Property are paid in the ordinary course of the operation of the Property.
- g. Rights of First Refusal or Rights of First Offer. No party has a first of first refusal or right of first offer to purchase the Property.

All representations and warranties of Seller contained in this Agreement are true and correct in all material respects as of the date hereof and will be true and correct in all material respects on the date of the Closing. Warranties of Seller shall survive Closing.

13. **Time of the Essence; Binding Effect.** Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. **Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located. If either party shall bring suit against the other to enforce the terms of this Agreement, the losing party shall pay to the substantially prevailing party that percentage of the substantially prevailing party's costs and expenses, including reasonable attorneys' fees, equal to the percentage that the value of the judgment or award received by the substantially prevailing party bears to the total value of the judgment or award claimed by such party.

15. **Severability.** The unenforceability or invalidity of any provisions hereof shall not render any other provision herein contained unenforceable or invalid.

16. **Condemnation and Casualty.** If, prior to the Closing, a casualty occurs on the Property or eminent domain proceedings are commenced against all or any substantial part of the Property, Seller shall immediately give notice to Purchaser of such fact and at Purchaser's option Purchaser may terminate this Agreement and the Earnest Money shall be returned to Purchaser; or, if no termination, Seller shall

assign to Purchaser at the Closing all of Seller's right, title and interest in and to any insurance proceeds or award made or to be made in the condemnation proceedings.

17. **Exchange Facilitation.** At the option of either party, upon not less than five calendar (5) days written notice to the other party prior to Closing, a party may require the Closing to be achieved pursuant to an escrow created to effectuate an exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. In such event, the other party agrees to cooperate with the party giving such notice; provided, however, that (a) the Closing will not be delayed thereby, (b) the other party will not incur any liability, undertake any additional obligation or have any obligation to acquire or convey any other property as a result of any such tax deferred exchange, and (c) the party making the exchange will pay all costs and expenses associated with effectuating such tax deferred exchange.

18. **Calculation of Days.** As used herein, "business day" means day other than Saturday, Sunday, or a day which is, in the city and state in which Escrow Agent is located, a legal holiday. The provisions of this Agreement relative to number of days shall be deemed to refer to calendar days, unless otherwise specified. If the date of performance or the last day for performance of an obligation under this Agreement occurs on a day that is not a business day, then performance of such obligation shall be extended to the next business day. The foregoing shall apply only to the performance of an obligation or act, but not to the calculation of any time period that is dependent upon such date.

19. **Seller Carryback.** Seller agrees to finance a portion of the Purchaser Price, which shall be evidenced by a promissory note ("Note") to be signed by Purchaser at Closing. The Note shall provide for the following: (i) principal amount of [REDACTED] (ii) maturity date shall be 12 months after the date of Closing; (iii) five percent (5%) interest compounded yearly; (iv) interest only quarterly payments with a balloon payment of the balance on the maturity date.



**SELLER AND PURCHASER**, by their execution below, indicate their consent to the terms of this Agreement as of the date set forth above.

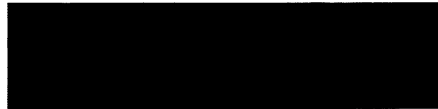
**PURCHASER:**

BDC - 30th & Topeka, LLC, a  
Kansas limited liability company



**SELLER:**

Topeka Management, Inc., a  
Kansas corporation



## FINANCIAL ANALYSIS

CATEGORY	TOTAL COST	TIF REIMBURSABLE TO MASTER DEVELOPER	PRIVATE COSTS
LAND ACQUISITION:	\$ 1,300,000	\$ 931,533	\$ 368,467
DEMO/SITE WORK/INFRASTRUCTURE	\$ 3,915,003	\$ 989,518	\$ 2,157,244
Master Development	\$ 1,458,120	\$ 958,120	\$ 500,000
Quick-Service-Restaurant 1	\$ 1,121,086	\$ -	\$ 1,121,086
Quick-Service-Restaurant 2	\$ 799,639	\$ 31,398	\$ -
Retail	\$ 536,158	\$ -	\$ 536,158
BUILDING 1 (QSR 1) SHELL CONSTRUCTION:	\$ 1,333,304	\$ -	\$ 1,333,304
BUILDING 2 (QSR 2) SHELL CONSTRUCTION:	\$ 880,087	\$ -	\$ 880,087
BUILDING 3 (AUTO PARTS STORE/SERVICE) SHELL CONSTRUCTION:	\$ 1,409,552	\$ -	\$ 1,409,552
FF&E AND INTERIOR CONSTRUCTION (ALL BUILDINGS):	\$ 3,150,000	\$ -	\$ 3,150,000
Quick-Service-Restaurant 1	\$ 1,250,000	\$ -	\$ 1,250,000
Quick-Service-Restaurant 2	\$ 900,000	\$ -	\$ 900,000
Retail	\$ 1,000,000	\$ -	\$ 1,000,000
DESIGN COSTS (architectural and engineering) (total project):	\$ 810,000	\$ -	\$ 810,000
Master Development	\$ 202,500	\$ -	\$ 202,500
Quick-Service-Restaurant 1	\$ 202,500	\$ -	\$ 202,500
Quick-Service-Restaurant 2	\$ 202,500	\$ -	\$ 202,500
Retail	\$ 202,500	\$ -	\$ 202,500
SOFT COSTS (legal/commissions/etc.) (total project):	\$ 332,500	\$ -	\$ 332,500
Master Development	\$ 310,000	\$ -	\$ 310,000
Quick-Service-Restaurant 1	\$ 7,500	\$ -	\$ 7,500
Quick-Service-Restaurant 2	\$ 7,500	\$ -	\$ 7,500
Retail	\$ 7,500	\$ -	\$ 7,500
OTHER (landscaping/contingency/financing costs/etc.) (total project):	\$ 1,607,491	\$ -	\$ 1,607,491
Master Development	\$ 288,500	\$ -	\$ 288,500
Quick-Service-Restaurant 1	\$ 540,719	\$ -	\$ 540,719
Quick-Service-Restaurant 2	\$ 348,986	\$ -	\$ 348,986
Retail	\$ 429,286	\$ -	\$ 429,286
<b>TOTAL PROJECT COSTS (ALL BUILDINGS)</b>	<b>\$ 14,737,937</b>	<b>\$ 1,021,051</b>	<b>\$ 12,048,645</b>

\*Amounts reported as available for incentives are in NPV (@ 7%).

\*\*Reimbursement of interest on all Eligible Project Costs will be requested in addition to the amounts reported above.

\*\*\*Sources and uses assumes the incentives ask includes (1) 1% CID, (2) 100% of City's 1% general sales taxes generated in excess of City sales tax revenues already generated by the property, and (3) 100% of real property tax increment generated by the project.

\*\*\*\*Assumes CID Reimbursable and TIF Reimbursable Amounts can be used interchangeably to reimburse any costs identified for reimbursement permitted under applicable law.

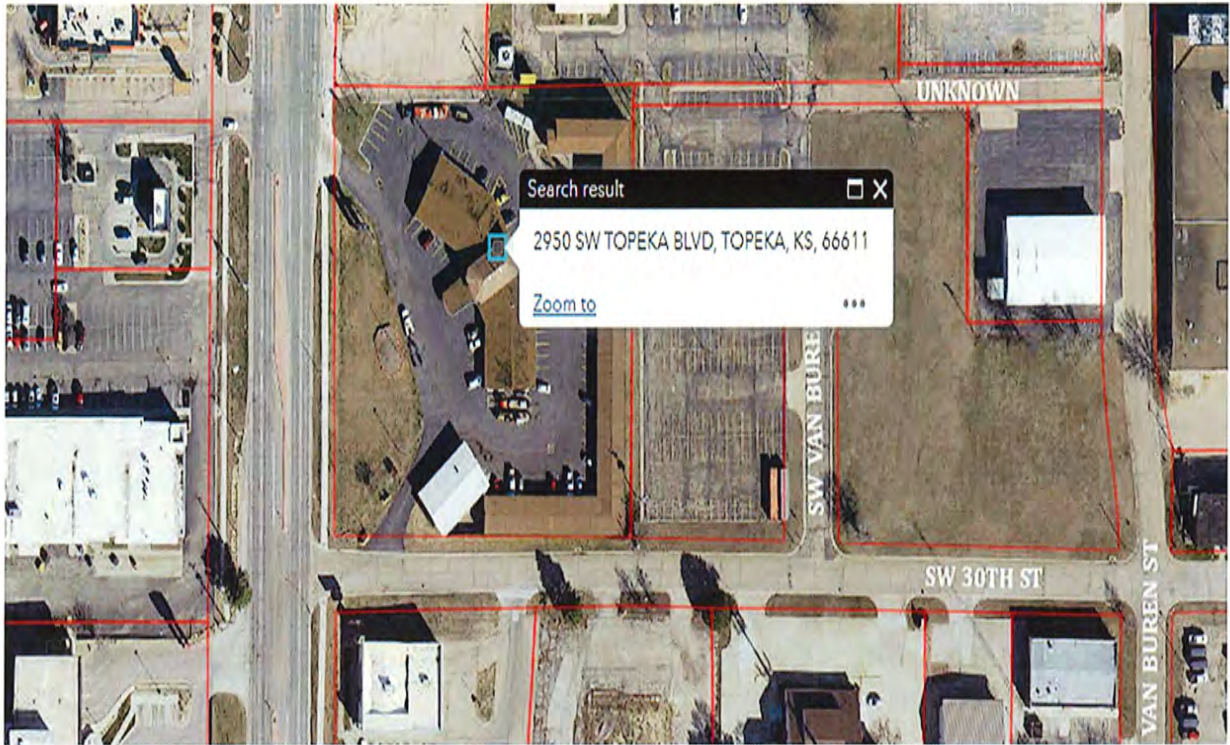
## Assumptions used for TIF Calculations listed below:

(1) Of the total real estate mill levy, the total captured by TIF is:	120.144
(2) The base assessed value is based upon Shawnee County records reflecting 2024 real property tax valuation.	
(3) The projected assessed value is assumed to increase biennially at the following rate:	150%
(4) Interest Rate/NPV Rate:	7.00%
(5) First year post-completion taxable sales:	\$ 5,900,000
(6) Assumed taxable sales increases annually at the following rate:	2.00%
(7) Amount of city sales tax rate captured by TIF:	1.0%

TIF YEAR	TOTAL BASE ASSESSED VALUE (TIF)	TOTAL PROJECTED ASSESSED VALUE (TIF)	BASE SALES TAX	PROJECTED CITY SALES TAX INCREMENT	PROJECTED REAL ESTATE TAX INCREMENT (TIF)	TOTAL TIF REVENUE
0	\$218,375	\$218,375	\$4,813	\$ -	\$0	\$ -
1	\$218,375	\$1,069,494	\$4,813	\$54,187	\$102,257	\$156,444
2	\$218,375	\$1,085,536	\$4,813	\$55,367	\$104,184	\$159,551
3	\$218,375	\$1,101,819	\$4,813	\$56,571	\$106,141	\$162,711
4	\$218,375	\$1,118,346	\$4,813	\$57,798	\$108,126	\$165,924
5	\$218,375	\$1,135,122	\$4,813	\$59,050	\$110,142	\$169,192
6	\$218,375	\$1,152,149	\$4,813	\$60,328	\$112,187	\$172,515
7	\$218,375	\$1,169,431	\$4,813	\$61,631	\$114,264	\$175,894
8	\$218,375	\$1,186,972	\$4,813	\$62,959	\$116,371	\$179,331
9	\$218,375	\$1,204,777	\$4,813	\$64,315	\$118,510	\$182,825
10	\$218,375	\$1,222,848	\$4,813	\$65,697	\$120,681	\$186,379
11	\$218,375	\$1,241,191	\$4,813	\$67,108	\$122,885	\$189,993
12	\$218,375	\$1,259,809	\$4,813	\$68,546	\$125,122	\$193,668
13	\$218,375	\$1,278,706	\$4,813	\$70,013	\$127,392	\$197,406
14	\$218,375	\$1,297,887	\$4,813	\$71,510	\$129,697	\$201,207
15	\$218,375	\$1,317,355	\$4,813	\$73,036	\$132,036	\$205,072
16	\$218,375	\$1,337,115	\$4,813	\$74,593	\$134,410	\$209,003
17	\$218,375	\$1,357,172	\$4,813	\$76,181	\$136,820	\$213,001
18	\$218,375	\$1,377,530	\$4,813	\$77,801	\$139,265	\$217,067
19	\$218,375	\$1,398,193	\$4,813	\$79,454	\$141,748	\$221,202
20	\$218,375	\$1,419,166	\$4,813	\$81,139	\$144,268	\$225,407
<b>GROSS TOTALS</b>				<b>\$1,337,285</b>	<b>\$2,446,506</b>	<b>\$3,783,791</b>
<b>NET PRESENT VALUE @ 7%</b>				<b>\$675,894</b>	<b>\$1,245,156</b>	<b>\$1,921,051</b>

## Legal Description and Depiction

Lot 1, Meadow Acres Court Subdivision, City of Topeka, Shawnee County, Kansas.



## Letter from Financial Institution

The logo for Enterprise Bank, featuring the words "Enterprise Bank" in white serif font on a dark red square background.

Enterprise  
Bank

September 24, 2024

Batis Development Company  
c/o Matt McNary  
2933 SW Woodside Dr., Ste. 200  
Topeka, KS 66614

To Whom it May Concern:

Enterprise Bank is pleased to consider Batis Development's request to finance the indebtedness for the project located at the intersection of SW 30<sup>th</sup> Street and SW Topeka Boulevard, Topeka, KS.

Based on our current understanding of the borrower and the proposed project, Batis Development has sufficient financial resources to obtain private financing of the project.

This letter does not represent a commitment either expressed or implied, but merely represents the parties' discussions to date.

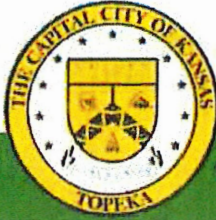
Sincerely,

A handwritten signature in black ink, appearing to read "Charlie Ziegenbein".

*Charlie Ziegenbein*

Charlie Ziegenbein  
Vice President



CITY OF  
TOPEKA

## Tax Increment Financing ("TIF") Application

APPLICANT: BDC - 30th & Topeka, LLCADDRESS: 2933 SW Woodside Dr, Ste 200, Topeka, KS 66614PHONE #: 785-272-4400E-MAIL ADDRESS: mattm@batisdev.comCONTACT PERSON: Matthew McNaryPROJECT NAME: BDC - 30th & Topeka

Please complete the following items.

1. As **Exhibit A**, provide attachments of relevant information on the Applicant's background and development experience. Include resumes of key individuals assigned to the project, as well as other projects completed, including location and contact persons from local governments and bank references. Also, include a copy of the development company's organizational structure.
2. Identify the Applicant's consultants involved, or proposed to be involved, in the project noting relevant experience on similar projects (i.e., civil engineer, land use planner, Applicant's legal counsel, Applicant's financial advisor).

<u>Consultant Type</u>	<u>Name, Address, Phone, Contact Person, Email</u>	<u>Experience</u>
Legal Counsel	Robert C. Johnson / 900 W. 48th Place, Suite 900, Kansas City, MO / 816-360-4359 / rjohnson@polsinelli.com	Hundreds of millions of dollars of successful public private partnerships.
Civil Engineer	SBB Engineering, LLC / 101 S Kansas Ave Topeka, KS 66603 / 785-215-8630 / jeff.laubach@sbbeng.com	Multiple public infrastructure and private development projects in Topeka area

3. Describe the proposed project, including the size and scope, phasing and anticipated timing of the project. Specifically outline residential development, if any, to be included in the project.

Commercial development of NEQ of SW Topeka Boulevard and 30th Street.

4. Describe the impacts of the proposed development on the existing and proposed infrastructure and services including, but not limited to: water, sanitary sewer, storm water, solid waste, streets and schools. \*Please note that where available, City services shall be utilized.

N/A - Redevelopment of previously developed commercial property.

5. As **Exhibit B**, define the boundaries of the proposed TIF area by legal description, address and locator number(s). Also, include a map of the proposed TIF area. Identify the basis for the TIF as an 'eligible area' defined at K.S.A. 12-1770a(g) (blighted area, conservation area, enterprise zone, etc). Include as part of Exhibit B, the boundaries of specific project areas within the TIF. (A project area is an area within the TIF district.)

6. Identify the property that is currently in the control of the Applicant, via ownership or option. If under option, note the option expiration date.

Yes.

7. Is the property currently zoned for the proposed use? If not, what zoning change will be required?

Yes.

8. Will the proposed project result in the relocation of residential, commercial, industrial or public facilities? If so, discuss the nature of any anticipated relocations.

No relocations contemplated at this time.

9. As Exhibit C, state the need and justification for TIF assistance and the type and amount of assistance being requested. Provide a project proforma containing assumptions for TIF assistance, including internal rate of return with, and without, public assistance. Explain how the Applicant intends to demonstrate that but for TIF assistance, this project will be unable to proceed due to extraordinary economic conditions. Substantiate that other alternative methods of financing have been thoroughly explored, as well as why TIF assistance is necessary.

10. Identify sources, amounts and status of all debt financing and/or equity funding available to complete the project. Does the Applicant anticipate the debt to be privately financed by the construction lender, developer or publicly sold? Please list all information in the following table format.

<u>Financial Resource</u>	<u>Amount</u>	<u>Term</u>	<u>Status</u>	<u>Contact Person</u>	<u>Contact Phone #</u>
Enterprise Bank	TBD	TBD		Charlie Ziegenbein	402-829-7290
Non-Bank Financing TBD	TBD	TBD		TBD	

11. As **Exhibit D**, on a revenue worksheet, estimate the incremental property taxes and economic activity taxes to be generated by the project, including underlying assumptions. This information, along with the expected return on investment, shall be included in the proforma.
12. As **Exhibit E**, attach a letter from a financial institution indicating that the Applicant has sufficient financial resources to obtain the private financing for the project.
13. As **Exhibit G**, provide an outline of the costs associated with the development of the proposed project(s) and related parcel, or parcels, located within the TIF area. Identify in the outline, those costs proposed to be funded with TIF financing and the proposed payback timeframe (provide a debt service schedule showing rates and assumptions). The information shall include interest rates and all assumptions.



14. As ***Exhibit H***, in one page or less, discuss and document information used to describe the market feasibility of each element of the proposed project. If a formal feasibility or comparable studies have been prepared (or will be prepared soon after submission of the application), please identify the firm who has prepared, or will prepare the study, including the qualifications and prior experience of such firm in preparing similar studies, and attach such reports.
15. Identify any proposed tenants of the project. Have lease(s) been negotiated or signed? What type of lease(s) is contemplated?  
A national coffee shop and up to two additional commercial users (TBD).  
  
National coffee shop will be an up to 12 year build-to-suit lease. LOI in progress.  
  
Up to two other commercial users. Commercial users will be within one or more buildings. Two buildings are anticipated, however, this is subject to design and user preference.
16. Who will own the developed property?  
To be determined based upon future user negotiations.
17. Briefly describe the "economic and quality of life" benefits of the proposed project to the City.  
Targeting sought after tenants to add to community's life and well-being.

**CERTIFICATION OF APPLICANT**

APPLICANT HAS RECEIVED AND REVIEWED THE CITY'S TAX INCREMENT FINANCING POLICY (RESOLUTION NO. 9016) AND THE TIF PROCEDURES. THE APPLICANT UNDERSTANDS AND AGREES TO THE TERMS OF THE POLICY AND PROCEDURES, INCLUDING PAYMENT OF THE REQUIRED FEES.

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]  
Signature of Authorized Agent for Entity

Title: Manager

Date: 12/3/24

STATE OF Kansas

COUNTY OF Shawnee

This document was acknowledged before me on 12/3/2024 by J. Mark Wittenbur,  
Manager

Notary Public

My commission expires: 10-30-2028



## **EXHIBIT A**

**Insert or attach here:**

Batis Development Company was formed in 2001 as a Kansas Corporation. Mark Wittenburg was the sole/founding member on the incorporation date and was joined in 2007 by Matthew Werner.

Batis focuses on single tenant, corporate credit clients, providing the following real estate services:

- Site selection and feasibility analysis.
- Site and facility design.
- Construction management, and
- Facility leasing and management.

We have been successful by focusing on clients' needs and growth strategies and have done work in over 15 states. ND/MN/WI/SD/IA/NE/MO/KS/OK/TX/NC/SC/WY/NV/AZ/KY/IN.

Our clients include: Walgreens/Starbucks/Panera/Panda Express/Chipotle/Freddy's Frozen Custard & Steakburgers/AutoZone/Kay Jewelers/Dollar Tree/Olive Garden/Regal Cinemas/Big O Tires/Qdoba/Red Robin/Fareway Foods/Casey's/PepperJax and Brakes Plus.

## **EXHIBIT B**

Insert or attach here:

Address: 2950 SW Topeka Boulevard, Topeka, Kansas 66611

Parcel Number: 089-134-18-0-20-03-005.00-0

Legal Description:

Lot 1, Meadow Acres Court Subdivision, City of Topeka, Shawnee County, Kansas.

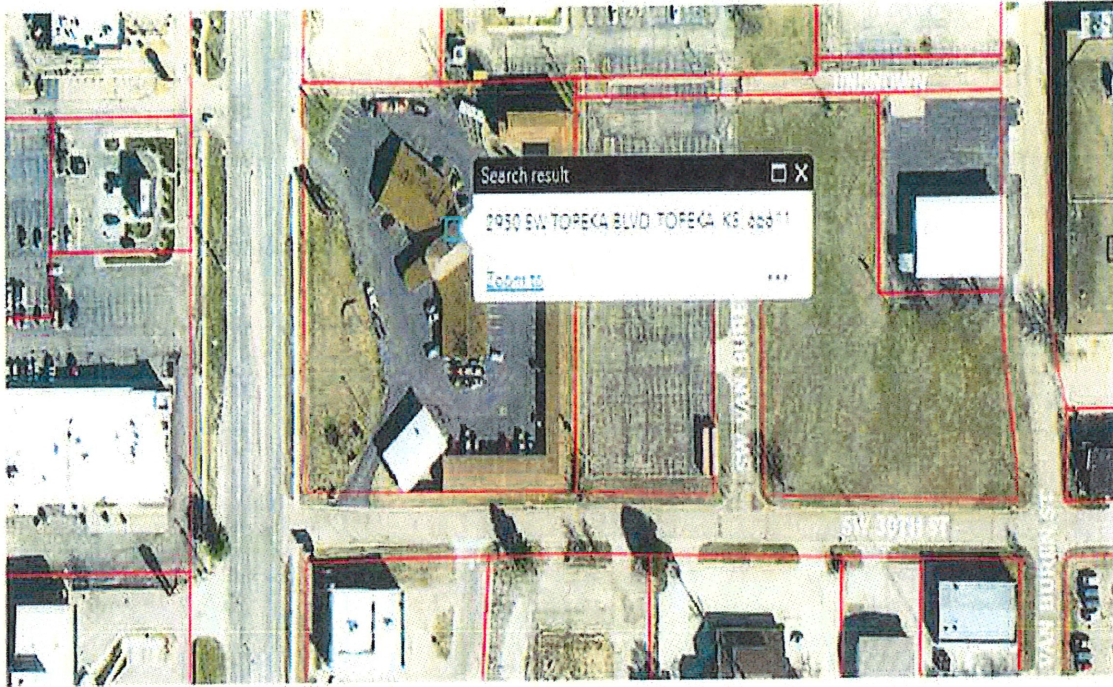
Eligibility for TIF:

Conservation Area.

For depiction of the TIF Project area, see attached (which compromises the entire TIF District).



**EXHIBIT B**  
**DEPICTION OF TIF PROJECT**



## **EXHIBIT C**

**Insert or attach here:**

**Available upon request.**

## **EXHIBIT D**

**Insert or attach here:**

**See attached.**

# EXHIBIT D

## TIF REVENUE CALCULATIONS

(1) Of the total real estate mill levy, the total captured by TIF is

129.144

(2) The base assessed value is based upon Shawnee County records reflecting 2024 real property tax valuation

(3) The projected assessed value is assumed to increase annually at the following rate

1.50%

(4) Interest Rate NPV Rate

7.00%

(5) First year post-completion taxable sales

5

3,986,036

(6) Assumed taxable sales increases annually at the following rate

2.00%

(7) Amount of city sales tax rate captured by TIF

1.0%

TIF YEAR	CALENDAR YEAR	TOTAL BASE ASSESSED VALUE (TIF)	TOTAL PROJECTED ASSESSED VALUE (TIF)	BASE SALES TAX	PROJECTED CITY SALES TAX INCREMENT	PROJECTED REAL ESTATE TAX INCREMENT (TIF)	TOTAL TIF REVENUE
0	2025	\$218,375	\$218,375	\$4,813	\$ -	\$0	\$ -
1	2026	\$218,375	\$1,660,403	\$4,813	\$54,187	\$102,257	\$156,444
2	2027	\$218,375	\$1,685,536	\$4,813	\$55,367	\$104,184	\$159,551
3	2028	\$218,375	\$1,101,819	\$4,813	\$56,571	\$106,141	\$162,711
4	2029	\$218,375	\$1,118,346	\$4,813	\$57,798	\$108,126	\$165,924
5	2030	\$218,375	\$1,135,122	\$4,813	\$59,050	\$110,142	\$169,192
6	2031	\$218,375	\$1,152,149	\$4,813	\$60,328	\$112,187	\$172,515
7	2032	\$218,375	\$1,169,431	\$4,813	\$61,631	\$114,264	\$175,894
8	2033	\$218,375	\$1,186,972	\$4,813	\$62,959	\$116,371	\$179,331
9	2034	\$218,375	\$1,204,777	\$4,813	\$64,313	\$118,510	\$182,825
10	2035	\$218,375	\$1,222,848	\$4,813	\$65,697	\$120,681	\$186,379
11	2036	\$218,375	\$1,241,191	\$4,813	\$67,108	\$122,885	\$189,993
12	2037	\$218,375	\$1,259,809	\$4,813	\$68,546	\$125,122	\$193,668
13	2038	\$218,375	\$1,278,706	\$4,813	\$70,013	\$127,392	\$197,406
14	2039	\$218,375	\$1,297,887	\$4,813	\$71,510	\$129,697	\$201,207
15	2040	\$218,375	\$1,317,355	\$4,813	\$73,036	\$132,036	\$205,072
16	2041	\$218,375	\$1,337,115	\$4,813	\$74,593	\$134,410	\$209,003
17	2042	\$218,375	\$1,357,172	\$4,813	\$76,181	\$136,820	\$213,001
18	2043	\$218,375	\$1,377,530	\$4,813	\$77,801	\$139,265	\$217,067
19	2044	\$218,375	\$1,398,193	\$4,813	\$79,454	\$141,748	\$221,202
20	2045	\$218,375	\$1,419,166	\$4,813	\$81,139	\$144,268	\$225,407
	2046						
	2047						
GROSS TOTALS					\$1,337,285	\$2,446,506	\$3,783,791
NET PRESENT VALUE @ 7%					\$675,894	\$1,245,156	\$1,921,053



## **EXHIBIT E**

**Insert or attach here:**

**See attached.**

**EXHIBIT E**  
**LETTER FROM FINANCIAL INSTITUTION**



September 24, 2024

Batis Development Company  
c/o Matt McNary  
2933 SW Woodside Dr., Ste. 200  
Topeka, KS 66614

To Whom it May Concern:

Enterprise Bank is pleased to consider Batis Development's request to finance the indebtedness for the project located at the intersection of SW 30<sup>th</sup> Street and SW Topeka Boulevard, Topeka, KS.

Based on our current understanding of the borrower and the proposed project, Batis Development has sufficient financial resources to obtain private financing of the project.

This letter does not represent a commitment either expressed or implied, but merely represents the parties' discussions to date.

Sincerely,

A handwritten signature in black ink, appearing to read "Charlie Ziegenbein".

Charlie Ziegenbein  
Vice President

## **EXHIBIT F**

**Insert or attach here:**

**No mention of Exhibit F in Application.**

## **EXHIBIT G**

**Insert or attach here:**

**See attached.**



**Batis Development Company (Topeka, KS)  
Sources and Uses Budget**

CATEGORY	TOTAL COST	CID REIMBURSABLE TO MASTER DEVELOPER*	TIF REIMBURSABLE TO MASTER DEVELOPER	PRIVATE COSTS
<b>LAND ACQUISITION:</b>	\$ 1,300,000	\$ -	\$ 931,533	\$ 368,467
<b>DEMO/SITE WORK/INFRASTRUCTURE</b>	\$ 3,915,003	\$ 768,241	\$ 989,518	\$ 2,157,244
Master Development	\$ 1,458,120	\$ -	\$ 958,120	\$ 500,000
Commercial 1	\$ 1,121,086	\$ -	\$ -	\$ 1,121,086
Quick-Service-Restaurant 1	\$ 799,639	\$ 768,241	\$ 31,398	\$ -
Commercial 2	\$ 536,158	\$ -	\$ -	\$ 536,158
<b>BUILDING 1 (COMMERCIAL 1) SHELL CONSTRUCTION:</b>	\$ 1,333,304	\$ -	\$ -	\$ 1,333,304
<b>BUILDING 2 (QSR 1) SHELL CONSTRUCTION:</b>	\$ 880,087	\$ -	\$ -	\$ 880,087
<b>BUILDING 3 (COMMERCIAL 2) SHELL CONSTRUCTION:</b>	\$ 1,409,552	\$ -	\$ -	\$ 1,409,552
<b>FF&amp;E AND INTERIOR CONSTRUCTION (ALL BUILDINGS):</b>	\$ 3,150,000	\$ -	\$ -	\$ 3,150,000
Commercial 1	\$ 1,250,000	\$ -	\$ -	\$ 1,250,000
Quick-Service-Restaurant 1	\$ 900,000	\$ -	\$ -	\$ 900,000
Commercial 2	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
<b>DESIGN COSTS (architectural and engineering) (total project):</b>	\$ 810,000	\$ -	\$ -	\$ 810,000
Master Development	\$ 202,500	\$ -	\$ -	\$ 202,500
Commercial 1	\$ 202,500	\$ -	\$ -	\$ 202,500
Quick-Service-Restaurant 1	\$ 202,500	\$ -	\$ -	\$ 202,500
Commercial 2	\$ 202,500	\$ -	\$ -	\$ 202,500
<b>SOFT COSTS (legal/commissions/etc.) (total project):</b>	\$ 332,500	\$ -	\$ -	\$ 332,500
Master Development	\$ 310,000	\$ -	\$ -	\$ 310,000
Commercial 1	\$ 7,500	\$ -	\$ -	\$ 7,500
Quick-Service-Restaurant 1	\$ 7,500	\$ -	\$ -	\$ 7,500
Commercial 2	\$ 7,500	\$ -	\$ -	\$ 7,500
<b>OTHER (landscaping/contingency/financing costs/etc.) (total project):</b>	\$ 1,607,491	\$ -	\$ -	\$ 1,607,491
Master Development	\$ 288,500	\$ -	\$ -	\$ 288,500
Commercial 1	\$ 540,719	\$ -	\$ -	\$ 540,719
Quick-Service-Restaurant 1	\$ 348,988	\$ -	\$ -	\$ 348,988
Commercial 2	\$ 429,286	\$ -	\$ -	\$ 429,286
<b>TOTAL PROJECT COSTS (ALL BUILDINGS)</b>	\$ 14,737,937	\$ 768,241	\$ 1,921,051	\$ 12,048,645

\*Amounts reported as available for incentives are in NPV (@ 7%).

\*\*Reimbursement of interest on all Eligible Project Costs will be requested in addition to the amounts reported above.

\*\*\*Sources and uses assumes the incentives ask includes (1) 1% CID, (2) 100% of City's 1% general sales taxes generated in excess of City sales tax revenues already generated by the property, and (3) 100% of real property tax increment generated by the project.

\*\*\*\*Assumes CID Reimbursable and TIF Reimbursable Amounts can be used interchangeably to reimburse any costs identified for reimbursement permitted under applicable law.

## **EXHIBIT H**

**Insert or attach here:**

**To be discussed.**

Planning Commission  
City of Topeka, Kansas

REC'D TOPEKA CITY CLERK  
'25 JUN 17 AM 11:06

Resolution No. 1-2025

**RESOLUTION OF THE TOPEKA PLANNING COMMISSION FINDING THAT THE PROPOSED BDC – 30<sup>TH</sup> & TOPEKA, LLC TAX INCREMENT FINANCING DISTRICT PROJECT PLAN IS CONSISTENT WITH THE LAND USE AND GROWTH MANAGEMENT PLAN 2040.**

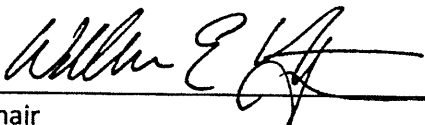
WHEREAS, a developer has proposed the redevelopment of approximately 2.66 acres at the northeast corner of 30th & Topeka Boulevard (the "Project Area") to permit construction of one quick-service restaurant, up to two commercial buildings, and associated infrastructure, including but not limited to, surface parking, landscaping, signage, lighting, utilities, storm water improvements, sidewalks/walkways, streets/drives, and other associated infrastructure improvements (the "Project") for consideration by the Topeka Planning Commission in accordance with K.S.A. 121772 which, among other things, requires a finding by the Commission that the Project Plan "is consistent with the intent of the comprehensive plan for the development of the city;" and

WHEREAS, the "comprehensive plan for the development of the city" is the Land Use and Growth Management Plan 2040; and

WHEREAS, the property is zoned "C-4 Commercial. The proposed commercial uses are consistent with the zoning of the property.

NOW, THEREFORE, BE IT RESOLVED by the Commission that, in accordance with K.S.A. 12-1772, the Commission finds that the Project Plan is consistent with the Land Use and Growth Management Plan 2040.

Adopted this 16<sup>th</sup> day of June, 2025.

  
Chair

ATTEST:

  
Amanda Titiana-Tejeda



# City of Topeka, Kansas

BDC-30th & Topeka Tax Increment Financing District  
Project Plan | BDC - 30th & Topeka, LLC (Batis Development)

Financial Analysis | April 2025







Columbia Capital Management, LLC  
6700 Antioch Rd, Suite 250  
Merriam, Kansas 66204  
913.312.8077

**Jeff White**  
Managing Member  
[jwhite@columbiacapital.com](mailto:jwhite@columbiacapital.com)

Columbia Capital is an SEC-registered investment adviser and a registered municipal advisor. Columbia Capital provides advice as a fiduciary to its clients.



## INTRODUCTION

BDC - 30th & Topeka, LLC, a Kansas limited liability company (the “Developer”) and a wholly-owned subsidiary of Batis Development Company, a Kansas corporation, submitted its proposal for tax increment financing (the “Plan”) to the City of Topeka, Kansas (the “City”) for consideration. The Plan is part of the BDC-30<sup>th</sup> & Topeka tax increment financing district (the “District”). The Plan would result in the redevelopment of approximately 2.66 acres at the northeast corner of 30<sup>th</sup> St. and Topeka Boulevard to permit construction of two quick-service restaurants and a building for retail use, collectively comprising approximately 9,800 sf of newly constructed commercial space (the “Project”). The Developer is in good standing as of April 20, 2025, according to the records of the Kansas Secretary of State.

The purpose of this financial analysis (the “Analysis”) is to satisfy the requirements of Kansas statutes related to the development of tax increment financing project (KSA 12-1770 *et seq.*) and the City’s tax increment financing policy and procedures.

Tax increment financing (TIF) is a tool that allows a city to identify a defined geographic area within which certain taxes, including *ad valorem* property taxes, sales taxes and other revenues, may be captured for a period of limited duration and redirected to the payment or reimbursement of certain eligible project costs.

In Kansas, TIF is limited to a 20-year duration from the effective date of a project plan, capturing incremental property taxes (i.e., those net new taxes created by the development above base year levels) plus other taxes pledged by the City for capture at its discretion, including but not limited to sales taxes and other locally-levied taxes and fees.

The Plan contemplates the capture of 100% of incremental *ad valorem* property taxes for the full 20 years permitted by statute and capture of one-cent of the City’s sales tax. In addition to the TIF benefits contemplated by the Plan, the Developer has petitioned the City for a one (1) percent incremental sales tax overlay for up to 22 years following the effective date using the statutory community improvement district (CID) mechanism.

The Developer reports a \$15.04 million total development cost budget for the Project, with approximately \$4.94 million ultimately paid by the Developer (the “Developer Project Costs”). The Developer plans to develop one restaurant pad and the retail pad to shovel-ready status, selling those for vertical development by third parties, while constructing and owning the second restaurant itself. The Developer estimates its eligible TIF and CID reimbursable costs, combined, to be approximately \$2.69 million, or about 54% of the Developer Project Costs.

## RELATIONSHIPS

Columbia Capital Management, LLC (the “Financial Advisor”) is a registered municipal advisor and serves as the City’s financial advisor. The City engaged the Financial Advisor to provide a financial evaluation of the Plan and to make certain statutory findings. The Financial Advisor is not now, nor has ever been, engaged by the Developer or its related entities to provide it with similar services.

The Financial Advisor serves as a fiduciary to the City. The reader’s interests may vary from those of the City’s.

## RELIANCE

This Analysis is not a projection of the likelihood of success of the project proposed in the Plan and as described more fully herein. In preparing this analysis, the Financial Advisor relied upon certain data and information supplied to it by the Developer, contained both in the Plan, delivered to the City and provided to it separately.

Except where noted herein, the Financial Advisor has relied upon this data and information without independently verifying the veracity or reliability of such information. The Analysis may not be used, except in the context of the City of Topeka’s review of the Developer’s request for TIF and CID incentives. The Analysis assumes all components of the Project are developed as described herein.

As with any work of this kind, the Analysis is almost exclusively forward-looking. The reader should note that small changes in modeling inputs could have significant impacts on modeled financial outcomes. The reader must consider this Analysis in light of contractual arrangements that the City would expect to undertake with the Developer to formalize the development components of the Plan and their anticipated timing for completion.

## THE PROJECT

According to the Plan, the Project will result in the demolition of existing structures, the preparation of the site and the construction of new structures as described below.

### **Quick Service Restaurants**

*Developer-Owned.* The Developer intends to demolish and prepare a pad site along Topeka Blvd. for the construction of one approximately 2,443 sf quick-service restaurant (“QSR”) to be owned by the Developer and operated by a third-party.

*Pad Development.* Further, the Developer intends to prepare a pad site along Topeka Blvd. to be sold to and constructed by a third party as an approximately 2,600 sf QSR.

### **Retail**

The Developer intends to prepare a pad site for the third-party ownership and construction by a third-party of an approximately 4,760 sf retail building.

### **Related Costs**

The Developer expects to incur related costs, include property acquisition, site preparation (including demolition of existing structures), the construction of infrastructure, landscaping, building improvements, signage, and streetscape improvements.

### **Readiness**

The Developer reports its expectation to have a letter of intent in place soon (expected to occur on or after May 1, 2025) with the QSR to be owned by the Developer. The Developer reports that it has not yet identified potential purchasers of the second QSR pad or the retail pad.

## **DEVELOPMENT BUDGET AND DEVELOPER PROJECT COST**

The total development cost reflected in the Plan is as follows, including costs incurred by third-parties:

<b>TOTAL DEVELOPMENT COST</b>	<b>TOTAL BUDGET</b>	<b>TIF ELIGIBLE</b>	<b>CID ELIGIBLE</b>
<b>Acquisition &amp; Site Preparation</b>			
Land Acquisition	\$ 1,300,000	\$ 39,570	\$ 541,601
Site Work Improvements	3,765,365	1,881,481	226,640
<b>Vertical Construction</b>			
Vertical Building Construction	4,042,230	—	—
<b>Soft Costs</b>			
Architecture/Engineering	744,850	—	—
Other Soft Costs	341,000	—	—
<b>Other</b>			
Landscape/Contingency/Other	1,692,954	—	—
Furniture, Fixtures & Equipment	3,150,000	—	—
<b>TOTALS</b>	<b>\$ 15,036,399</b>	<b>\$ 1,921,051</b>	<b>\$ 768,241</b>

Of the total development cost, a significant portion of costs will ultimately be borne by third-parties. The remaining Developer Project Cost reflected in the Plan is expected to be as follows:

<b>DEVELOPER PROJECT COST</b>	<b>TOTAL BUDGET</b>	<b>TIF ELIGIBLE</b>	<b>CID ELIGIBLE</b>
<b>Acquisition &amp; Site Preparation</b>			
Land Acquisition	\$ 1,300,000	\$ 39,570	\$ 541,601
Site Work Improvements	2,108,121	1,881,481	226,640

DEVELOPER PROJECT COST	TOTAL BUDGET	TIF ELIGIBLE	CID ELIGIBLE
<b>Vertical Construction</b>			
Vertical Building Construction	1,299,374	—	—
<b>Soft Costs</b>			
Architecture/Engineering	329,850	—	—
Other Soft Costs	229,500	—	—
<b>Other</b>			
Landscape/Contingency/Other	808,449	—	—
Furniture, Fixtures & Equipment	—	—	—
<b>Subtotals</b>	<b>\$ 6,075,294</b>	<b>\$ 1,921,051</b>	<b>\$ 768,241</b>
Less: Pad Site Sales	(1,128,000)	—	—
<b>TOTALS</b>	<b>\$4,947,294</b>	<b>\$ 1,921,051</b>	<b>\$ 768,241</b>

## CAPITAL STACK

The Developer's financial modeling relies on an assumption of a capital stack comprised of both debt and equity, plus funds from third parties, applied against total development costs:

SOURCES OF FUNDS	Developer	Others	TOTAL
Bank Debt	\$ 4,246,000	n/a	\$ 4,246,000
Seller Note	800,000	n/a	800,000
Equity	1,029,294	8,961,105	1,029,294
<b>INITIAL SOURCES</b>	<b>\$ 6,075,294</b>	<b>\$ 8,961,105</b>	<b>\$ 15,036,399</b>
<b>Less: Pad Site Sales</b>	<b>(1,128,000)</b>	<b>—</b>	<b>(1,128,000)</b>
<b>ULTIMATE SOURCES</b>	<b>\$4,947,294</b>	<b>\$ 8,961,105</b>	<b>\$ 13,908,399</b>

Developer expects to sell the pad sites early in the development, reducing its net investment from approximately \$6.1 million to approximately \$4.9 million.

Because both the Plan and the companion Developer petition to create the CID contemplate pay-as-you-go structures, the Developer will be required to make available 100% of the capital stack for the Developer Project Cost prior to or during construction of the Project. TIF and CID incentives will only become available once the Project is constructed and leased. Developer reports its intention to retain the benefit of the TIF and CID incentives for itself and not to pass any benefits associated with those along to the third-party owner/operators of one of the QSRs and the retail use.

We expect the Developer's lender underwriting will rely on the City's determination of whether TIF and/or CID benefits should be conferred to the Project and to include both loan-to-value and debt service coverage ratio limitations which may impact the Developer's ability to secure the full \$4.2 million senior loan anticipated.

## EVALUATING THE APPROPRIATENESS OF INCENTIVES

The City's ultimate desire for any commercial property is that it be developed to its highest and best use. An efficiently used site will maximize the City's future tax receipts from the Project and will provide the Topeka community with access to amenities and experiences that might not be available in the community today. Without development impediments, a



private developer would be willing to produce such an outcome without public subsidy in the project.

**Philosophical Approach.** Most modern urban redevelopment suffers from challenges that increase project costs and reduce investor returns versus similar projects on greenfield sites. Demolition and site preparation, environmental remediation, new or revitalized public utilities, parking and transportation infrastructure improvements are the common drivers of these higher costs. Philosophically, cities desire to “level the playing field” between more expensive infill sites and less costly “greenfield” sites (undeveloped properties) through the payment of incentives to infill developers. Cities desire to provide incentives that will equalize the profitability of an infill site and a greenfield site. The challenge for all cities is the asymmetry of information available to assess what, exactly, is this “perfect” level of incentive. Developers often have a desired minimum amount of incentives in mind, but cities are forced to guess this number. The key risk for a city in this challenging dance is that it ends up over-incentivizing the infill project by agreeing to pay the developer a subsidy amount higher than the developer would have accepted to move forward with the project.

**“But-For” Test.** Although Kansas has no comparable statutory requirement for either CID or TIF, the City maintains a policy requirement that an incentives grant meet the so-called “but-for” test. The but-for test is simple in theory: but-for the presence of the incentives, the project would not proceed. As described above, urban infill development faces significant barriers to attracting private capital versus less costly, more certain greenfield developments.

In practice, the but-for test is challenging to apply. The City does not know the intentions of the Developer and the Developer has an incentive (and depending on its corporate structure, potentially a duty) to maximize its return from the investment in a project. We understand through conversation with the Developer that the incentives requested are a necessary precondition to its development of the Project. While it is fairly easy to recognize that conditions at the Project’s current site will require significant investment to make the site attractive to development, it is more challenging to quantify how much incentive is necessary to level the playing field with the cost of developing the Project at another site.

The but-for calculation generally relies on a comparison of a developer’s return on investment, both with and without incentives, against market rates of return for similar projects. These types of analyses are blunt instruments, at best. Legitimate debates persist about calculation inputs, cashflow discounting rates and calculation mechanics at the end of the analysis period. Additionally, these analyses are often performed using concept plan-level project cost information, generic assumptions about sources of project income (lease rates, property sale proceeds) and speculative estimates of potential drivers of new tax revenues (retail sales per square foot, post-construction assessed valuation, construction completion timing). The result is that the developer and the city providing the incentives can draw very different conclusions from the same set of analytical inputs.

## QUANTIFICATION OF INCENTIVES REQUESTED

In order to assess the value to the Developer of the incentives requested, it is important first to try to quantify their value. All financial projections suffer from a very fuzzy crystal ball.

The potential end-of-life of the incentives requested for the Project is more than 20 years from now. (The CID potentially extends 22 years from its commencement date.) This uncertainty falls mostly to the Developer—that is the reason it demands a rate of return on the Project that substantially exceeds a “risk free” rate of return. It is also one of the reasons why mixed-use developments have become so popular: a project including assets which have more predictable performance and value over time (such as multi-family housing) provides a less-risky overall development than one focused solely on retail.

The City is also at risk, however, in this transaction. By granting incentives, it is making an affirmative decision to cause a project to develop at this site that the market itself will not support. Further, it agrees to continue to support that project financially for more than two decades. If another, better use for this site emerges five or ten years from now, the City will not be able to revisit its decision of 2025. There is an opportunity cost to the City to forgo the property and sales taxes from the Project for nearly a generation. Additionally, each time the City grants incentives to a project it creates precedent for future projects. The City’s prudent use of incentives here will provide a foundation for future development incentives requests from other developers.

## APPROPRIATENESS OF THE INCENTIVES GRANT

As described above, the City’s interest (presuming it desires to see the Developer construct the Project) is to provide just enough incentive to cause the Developer to proceed with the Project—but not a penny more. Where the parties have diametrically opposing interests (the Developer wants to maximize its incentives grant while the City wants to pay none), we look to calculate the Project’s internal rate of return (“IRR”) with and without incentives, and then compares those rates with what we believe represents market rates of return for similar projects.

Based upon third-party reports published by real estate companies, the “capitalization rate” for similar retail-oriented projects in the region ranges from 8.00% to 8.25%. During 2024, the Kansas City metropolitan area tended to see capitalization rates toward the high end of the range. We use 8.5%, in our analysis, reflecting the stand-alone nature of Topeka’s economy. The capitalization rate or cap rate—an indicator of value relative to stabilized NOI—is a commonly used metric of real estate pricing. Cap rate is a measure of property value per dollar of current net income. Cap rate is useful as a basic valuation measure so an investor can see how a specific project’s valuation compares to other, similar projects. IRR is similar to the concept of “net present value,” and captures the rate of return earned on an investment during a specific time frame, assuming a reinvestment of cash flows at the same return rate. As a result, we can use the cap rate as a proxy for the market rate of return required to induce the Developer to invest in the Project versus another development elsewhere.

## APPROACH

The Developer’s intention is to serve as horizontal developer only for two of the pad sites, owning and contracting for operation of the third. The Developer reports its intention to retain the full benefit of any incentives for itself. For our calculations, we include the Developer’s “bridging” cost of interest to cover the two for-sale pad sites from pad-ready

development to ownership transfer to a third-party in both the unleveraged and leveraged approaches.

The table below summarizes the output of our models. Consistent with convention for real estate transactions, our IRR calculation is a ten-year analysis assuming a hypothetical sale of the Project at the end of the tenth year. The purpose of the hypothetical sale is to include the enterprise value of the asset in the IRR calculation; we include this value whether or not a specific developer has a current intention of selling the asset.

For incentivized IRR calculations, we also assume the Developer is able to monetize at the end of the tenth year the remaining incentive entitlements over the permitted life of those entitlements.

As shown in the summary, even with incentives we forecast below-market returns for the Project (4.7% with incentives versus an estimated 8.5% market rate).



## CITY OF TOPEKA

### 30th/Topeka (Batis) TIF & CID Projects

Version: 30th-Topeka (Batis) IRR Model-v1-030925.xlsx

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#### PRO FORMA RATE OF RETURN ANALYSIS

BASE SCENARIO (No Incentives)	PROJECT RATE OF RETURN	EQUITY RATE OF RETURN
Calculated Rate of Return	-2.21%	n/a
Market Rate of Return	8.50%	15-20%
INCENTIVIZED SCENARIO (TIF+CID)	PROJECT RATE OF RETURN	EQUITY RATE OF RETURN
Calculated Rate of Return	4.69%	-0.97%
Market Rate of Return	8.50%	15-20%

- Project Rate of Return allows us to compare the projected financial performance of the redevelopment itself to other similar projects in the region to determine whether the fundamentals of the project are consistent with market expectations and, thus, would attract capital to the project
- Equity Rate of Return allows us to evaluate the projected financial return to the developer on the project as measured by the return on the developer's equity over the holding period. The reversion amount is a measure of the net cash released to the developer at the end of the holding period, after repayment of any loans outstanding.

Given our IRR calculations, it is the opinion of Columbia Capital that the requested incentives are required for the Project to develop as proposed by the Developer. The Project, thus, meets the but-for test.

## RECOMMENDATIONS

Given the very significant amount of public investment requested for the Project in comparison to the Developer Project Cost, we encourage the City to consider adding the following requirements to a development agreement:

- requiring proof of a binding credit commitment from a senior lender showing a loan amount of not less than \$4,246,000
- requiring proof of a binding lease commitment from a QSR operator for the parcel the Developer will continue to own before the development agreement becomes effective
- requiring letters of intent for the pad sites to be sold before the City commences reimbursement of TIF/CID eligible costs and providing for a hard outside date for the Developer to secure these commitments
- limiting the TIF eligible costs and CID eligible costs to those amounts identified above and in the Developer's application materials (\$1,921,051 and \$768,241, respectively)
- requiring the Developer to disclose to the City evidence of the pad sale amounts and imposing incentives clawbacks if the sale amounts materially exceed those estimated in the application materials

## STATUTORY FINDINGS

Based upon our review of the information provided by the Developer in the Plan, as supplemented with more detailed information provided to City staff and to us, we find the following:

- the total development costs of the Project are \$15,036,399
- this total development cost will be initially paid through a combination of debt (approximately \$5,046,000) and Developer equity (approximately \$1,018,794), with the balance (approximately \$8,971,605) contributed by third-parties
- the Developer will bridge the benefit of the incentives with debt and equity as the incentives will be paid over time as TIF increment and CID receipts are generated
- the Developer's projected net operating income from the Project at stabilization plus its projected incentives grant in such year exceed its expected costs of servicing the debt in that year and each subsequent year

As such, the Plan's benefits and TIF revenue and other available revenues under subsection (a)(1) of K.S.A. 12-1774, and amendments thereto, are expected to exceed or be sufficient to pay for the Plan's project costs. The Plan will have no effect on any outstanding special obligation bonds payable from the revenues described in K.S.A. 12-1774(a)(1)(D), and amendments thereto.



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WHEREAS, each TIF application submitted to the City will be evaluated on its own merits, and an evaluation of the proposal will be performed by a TIF Committee comprised of City staff and/or consultants; and

WHEREAS, all projects must demonstrate financial and economic reasons such that but for TIF assistance, conditions of blight, extenuating circumstances regarding the site, location, or other factors preclude the viability of project.

NOW, THEREFORE, BE IT RESOLVED THAT THE TAX INCREMENT FINANCING REDEVELOPMENT DISTRICT POLICY FOR THE CITY OF TOPEKA, KANSAS WILL BE AS FOLLOWS:

**CITY OF TOPEKA  
TAX INCREMENT FINANCING DISTRICT ("TIF") POLICY**

**SECTION ONE: GENERAL POLICY STATEMENT.**

1. It shall be the policy of the City to consider creation of a one or more TIF redevelopment districts, each hosting one or more qualifying TIF redevelopment projects.
2. It is the policy of the City to consider the judicious use of TIF for projects that demonstrate a substantial and significant public benefit by constructing public improvements in support of developments that will, by creating new jobs and retaining existing employment, eliminate blight, strengthen the employment and economic base of the City, increase property values and tax revenues, reduce poverty, create economic stability, upgrade older neighborhoods, increase affordable housing, facilitate economic self-sufficiency, promote projects that are of community wide importance, diversify the City's tax base and implement the Comprehensive Plan and/or economic development goals of the City.
3. The City will use care in the employment of TIF by thoroughly evaluating each proposed TIF redevelopment project to ensure that there is an appropriate balance between the benefits that will accrue from the approval of TIF and the corresponding costs, and that they are equitable to the City as a whole.
4. The City may unilaterally initiate the creation of a TIF redevelopment district which may contain a TIF redevelopment project plan or plans, or the City may respond to a third-party request to create such district and related project plan or plans.
5. The City will charge a TIF application and an administrative service fee as set forth in this policy.
6. It shall be the policy of the City to give priority considerations to TIF applications that request only pay-as-you-go-financing.

**SECTION TWO: POLICY GUIDELINES (TIF DISTRICTS).**

The following criteria are to be used by members of the City's TIF Committee, with input from appropriate staff, to evaluate applications for the creation of a TIF redevelopment district:

1. The City seeks to avoid the creation of single-parcel TIF redevelopment districts, preferring instead to encourage the redevelopment of larger scale projects that

positively impact multiple land uses and bring economic activity to surrounding neighborhoods.

2. For third-party requests to create TIF redevelopment districts, the City will not consider creation of a TIF district unless the applicant certifies that it intends to submit a Redevelopment Plan and begin negotiating a Redevelopment Agreement within sixty (60) days of creation of the TIF district. Thereafter, the City will require satisfactory assurance that the project will be completed in a timely manner in accordance with the Redevelopment Plan and Agreement.

3. Within fifteen (15) business days of a third-party making application for the creation of a TIF redevelopment district, such third-party shall execute the City's standard Funding Agreement and deposit with the City, in immediately available funds, \$25,000 to cover the City's costs of evaluating such request which may include, but not necessarily be limited to, direct costs of the City's financial and legal advisors on TIF and direct costs of outside consultants on TIF. The Funding Agreement shall provide that if the balance of such deposit declines below \$10,000 at any point in time, the applicant shall restore such balance to \$25,000 within ten (10) business days by making a subsequent deposit with the City in immediately available funds.

Should the applicant withdraw its application, the City will use its best efforts to refund any unused balance of the deposit to the applicant within thirty (30) business days.

The applicant may seek reimbursement from TIF proceeds (if any) for any such City costs charged against the deposit.

### **SECTION THREE: POLICY GUIDELINES (TIF PROJECT PLANS).**

The following criteria are to be used by members of the City's TIF Committee, with input from appropriate staff, to evaluate applications for the creation of a TIF project plan within a TIF redevelopment district:

1. Each TIF project plan application must demonstrate that "but-for" the use of TIF, the project is not feasible and would not be completed without the proposed TIF assistance. The City (through staff or its advisors and consultants; and at its sole discretion) will conduct the but-for analysis and the applicant shall be responsible for providing all information reasonably requested by the City to conduct such analysis.

The City's but-for requirement is a greater burden than the statutory burden for approval of a TIF project plan. The City shall, in its reasonable discretion, select the calculation methodology for such but-for analysis but it shall generally compare the return of the project and/or its developer taking into account TIF and other incentives against market rates of return for similar projects developed on "greenfield" sites (that is, those without the physical and legal impediments leading

to the request for TIF). The but-for analysis will use time value of money discounting using reasonable assumptions (at the discretion of the City).

The but-for analysis shall take into account all incentives requested by the developer from any governmental or other source (such as GO Topeka), not just those benefits provided by the TIF.

The City will generally seek to target a level of TIF incentive sufficient to provide the applicant with a market rate of return, including the effects of the incentives, but the City, at its discretion, may choose to provide a greater rate of return to the applicant in exchange for extraordinary benefits to the public.

The City will provide priority consideration for projects where less than twenty percent (20%) of the project's costs (excluding any interest on private financing) are expected to be paid from public incentives.

2. Each TIF project plan application must include evidence that the applicant:
  - a. Has a complete capital stack established with sources and uses in balance;
  - b. Has the financial ability to complete the project, on time, as proposed;
  - c. Has a firm, demonstrable commitment from a lending institution(s) for any private borrowing required to complete the project;
  - d. Has the financial wherewithal to make the equity contribution to the project required to secure such borrowing(s);
  - e. Has a reasonable basis for its project cost estimates, with preference provided to applications that include professionally-estimated project costs; and
  - f. Has the capacity, for itself or through experienced operators, to operate the project profitably over its lifecycle.

The City will generally agree to permit the applicant to provide sensitive financial information to the City's advisors or legal counsel on the City's behalf under non-disclosure agreement; provided, however, that such advisors or legal counsel must have the right under such agreement to convey their conclusions about the applicant's ability to meet the requirements above based upon its review.

3. The City places priority on TIF redevelopment districts in areas of greatest need such as any approved neighborhood revitalization area, redevelopment planning area, and/or other similar areas where significant public/private investment has been directed consistent with the infill growth policies of the comprehensive plan.
4. The City will give preference to TIF project plan applications which request reimbursement of eligible project costs solely from the incremental real property taxes generated by the TIF project. Should an applicant request reimbursement of eligible project costs from the City's one percent (1%) general sales tax or other locally-levied taxes or fees, the applicant shall demonstrate the necessity of including such other locally-levied taxes or fees.

- 185 5. The City will give preference to TIF project plan applications that do not seek one  
186 hundred percent (100%) capture of incremental real property taxes or other locally-  
187 levied taxes or fees and/or that provide tangible, immediate public benefits (such  
188 as constructing high-priority infrastructure at the project's cost, producing high-  
189 wage jobs, making quality jobs available in highly-distressed neighborhoods, etc.).  
190
- 191 6. The applicant will include in its TIF project plan application a uses-by-source-of-  
192 funding schedule illustrating the project costs that will be reimbursed from TIF and  
193 any other incentive program (public or private) for which the applicant has or plans  
194 to apply.  
195
- 196 7. If businesses are to be relocated from other areas of the city to the proposed TIF  
197 project plan area, the applicant must provide sufficient justification to indicate why  
198 the City should subsidize such relocation.  
199
- 200 8. The City may reasonably request of the applicant, at the applicant's cost, a  
201 thorough, third-party market analysis identifying: (1) the likelihood of success of  
202 the business mix proposed for the TIF project plan area; and (2) the potential  
203 economic impacts on existing businesses and corresponding tax revenues should  
204 the TIF project plan develop as proposed.  
205
- 206 9. The applicant and/or developer must demonstrate that all real property taxes and  
207 assessments currently due on any real property owned by the applicant and  
208 located within the City limits have been paid and, furthermore, that the applicant is  
209 not indebted to the City. If the applicant is a business entity, this requirement will  
210 apply to any owner, member, or partner. If the applicant is a corporation, this  
211 requirement will apply to any shareholder holding a five (5) percent or greater  
212 interest.  
213
- 214 10. Each TIF redevelopment project plan approved will expire not later than the 20<sup>th</sup>  
215 anniversary of the date upon which the Topeka Governing Body takes action to  
216 approve such project plan.  
217

#### 218 **SECTION FOUR: DEVELOPMENT AGREEMENT.**

219  
220 Concurrent with the City's review of an application for a TIF project plan, the City will  
221 negotiate a Development Agreement to be considered and adopted by the Topeka  
222 Governing Body concurrent with its consideration of approval of the TIF project plan.  
223 Among other things, the Development Agreement will provide for:

- 224
- 225 1. A minimum private expense requirement for the developer and maximum  
226 permitted reimbursement amount to the developer.
- 227 2. Specific developer performance requirements, corresponding to the proposed  
228 improvements provided in the TIF project plan application.
- 229 3. Consequences for developer non-performance, including reductions in the amount  
230 of incentives available, reductions in the maximum permitted reimbursement  
231 amount and/or acceleration of the date of expiration of the TIF.
- 232 4. The mechanics for reimbursement of TIF-eligible expenses.



5. The mechanics for establishing base year values for non-ad valorem taxes captured by the TIF.
6. Charges for city services provided to the Developer.
7. Conditions under which the applicant could request the City issue special obligation TIF bonds on its behalf.

## **SECTION FIVE: FEES.**

### **City Cost Reserve**

At the point in time of an application for TIF redevelopment district is initiated by a third-party, such applicant shall deposit \$25,000 with the City (as provided in Section Two herein) to cover the City's Application Fee and its direct costs (including costs related to its outside advisors, consultants and counsel) associated with the review and evaluation of the application for a TIF redevelopment district, the review and evaluation of the application for the initial TIF project plan or plans and the negotiation of the Development Agreement.

Should an applicant make application within an existing TIF redevelopment district for a new or modified TIF project plan, it shall similarly deposit \$25,000 with the City to cover the costs of such review.

The City shall return any balance from this reserve upon the applicant's withdrawal of all applications then pending, or the conclusion of the approval processes.

Costs charged to the reserve are TIF eligible costs to the extent permitted by law.

### **Application Fee**

The City shall charge a non-refundable application fee, paid from the City Cost Reserve, for each application as follows:

Application to create or modify a TIF redevelopment district \$5,000

The application fee is a TIF eligible cost.

### **TIF Administration Service Fee**

During the life of the TIF, the City will charge an administrative fee of two percent (2%) against the tax increment generated from the project prior to disbursement of the increment to the developer or bond trustee to cover the administrative costs incurred by the City for the administration of, and other City costs associated with each approved TIF Project. Such administrative service fee shall be in addition to the TIF application fee and any other fees associated with the TIF Project.

### **Additional Costs**

City bond issuance costs will be paid from proceeds of TIF bonds issued.

### **City-Initiated Developments**

The City reserves the right, at its sole discretion, to reduce or waive the above fees if a redevelopment project is City initiated and/or it is determined to be in the best interest of the City to do so.

281  
282 **SECTION SIX: DESIGN CRITERIA.**  
283

284 Development proposals under a TIF application are expected to meet the “highest  
285 development standards” as outlined by the City’s adopted development policies for  
286 commercial, industrial, multi-family, and mixed use buildings, as well as all Design  
287 Guidelines adopted by the Topeka Planning Commission and Governing Body.  
288 Development proposals are expected to demonstrate innovative design with human scale  
289 that exceeds the design standards of conventional development throughout the City. A  
290 TIF project requires the use of high quality building materials, noteworthy architectural  
291 design and site design to achieve visual interest, provide human scale, place a premium  
292 on developing land in harmony with existing natural features, and enhance the value and  
293 function of adjacent properties.  
294

295 All TIF projects will be required to utilize a Planned Unit Development and will include  
296 strict architectural, site, and landscape design requirements. In addition, the  
297 redevelopment plan and agreement, development review process, and zoning  
298 ordinances will establish land use controls, allowed uses and materials, traffic  
299 improvements, environmental preservation areas and other design criteria to ensure the  
300 development will achieve the highest development standards possible.  
301

302 The TIF project shall be compatible with the Comprehensive Plan of the City and the  
303 availability of existing infrastructure facilities and essential public services. The  
304 compatibility of the TIF project with land use and development plans of the City and the  
305 availability of existing infrastructure facilities and essential public services will be a  
306 consideration. The project must be environmentally acceptable to the location intended  
307 as well as the surrounding area. Preference will be given to businesses that do their own  
308 pre-treatment or do not require extensive environmental controls. The proposed use must  
309 be clean, nonpolluting, and consistent with all policies, ordinances, and codes. The  
310 applicant must provide a traffic study on any projected traffic impact increase on the City  
311 based upon future growth.  
312

313 **SECTION SEVEN: METHOD OF FINANCING.**  
314

315 The City’s general policy is that development should pay for itself. As a result, the City  
316 will consider general obligation or general fund support of TIF bonds only in extraordinary  
317 cases and typically only on City-initiated projects.

- 318 1. The City will give priority considerations to TIF applications that request only pay-  
319 as-you-go financing.
- 320 2. For third-party applications, the City will generally not consider full faith and credit  
321 TIF bonds or TIF bonds with other City credit enhancements.
- 322 3. The City will consider providing the applicant with the right to seek permit issuance  
323 of “special obligation” bonds (i.e. supported solely from TIF revenues) in the City’s  
324 sole discretion. The City may include in the development agreement specific  
325 conditions precedent to this right becoming available (minimum leasing  
326 commitments, minimum revenue thresholds, etc.).
- 327 4. The City’s financial advisor will manage the bond issuance process on the City’s  
328 behalf, including advising the City on the selection of members of the bond

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WHEREAS, the City of Topeka, Kansas (the "City") recognizes that it is essential to stimulate economic growth and development of new commercial enterprise in order to provide services, employment and tax revenues for the benefit of the community; and

WHEREAS, the economic development program goals of the City include economic diversification, broadening of the property tax base, stimulation of private investment, enhancement and support of new development, creation and quality employment opportunities, and increased per capita income, and creation of affordable housing; and

WHEREAS, to meet these economic development goals, the City recognizes the need to occasionally assist in the redevelopment of property located within the City by the creation of Tax Increment Financing ("TIF") redevelopment districts; an economic development vehicle established by K.S.A. 12-1770 et seq. for the financing of qualified redevelopment projects; and

WHEREAS, the City finds it in the best interest of the public it serves to establish certain policies and guidelines for the consideration of proposals that may be presented to the City by private developers requesting TIF assistance; and

WHEREAS, all prospective TIF projects must be carefully evaluated by the City because the character of tax revenues generated by different developments can vary widely, and in most cases will impact other taxing jurisdictions in the Topeka community; and

WHEREAS, the City desires to use TIF for projects that demonstrate the highest public benefit by eliminating blight, financing desirable public improvements, strengthening the employment and economic base, increasing property values, reducing poverty, creating economic stability, upgrading older neighborhoods, increasing affordable housing, facilitating economic self-sufficiency, and implementing the Comprehensive Plan and economic development goals of the City; and

WHEREAS, each TIF application submitted to the City will be evaluated on its own merits, and an evaluation of the proposal will be performed by a TIF Committee comprised of City staff and/or consultants; and

WHEREAS, all projects must demonstrate financial and economic reasons such that but for TIF assistance, conditions of blight, extenuating circumstances regarding the site, location, or other factors preclude the viability of project.

NOW, THEREFORE, BE IT RESOLVED THAT THE TAX INCREMENT FINANCING REDEVELOPMENT DISTRICT POLICY FOR THE CITY OF TOPEKA, KANSAS WILL BE AS FOLLOWS:

**CITY OF TOPEKA  
TAX INCREMENT FINANCING DISTRICT ("TIF") POLICY**

**SECTION ONE: GENERAL POLICY STATEMENT.**

1. It shall be the policy of the City to consider creation of a one or more TIF redevelopment districts, each hosting one or more qualifying TIF redevelopment projects.
2. It is the policy of the City to consider the judicious use of TIF for projects that demonstrate a substantial and significant public benefit by constructing public improvements in support of developments that will, by creating new jobs and retaining existing employment, eliminate blight, strengthen the employment and economic base of the City, increase property values and tax revenues, reduce poverty, create economic stability, upgrade older neighborhoods, increase affordable housing, facilitate economic self-sufficiency, promote projects that are of community wide importance, diversify the City's tax base and implement the Comprehensive Plan and/or economic development goals of the City.
3. The City will use care in the employment of TIF by thoroughly evaluating each proposed TIF redevelopment project to ensure that there is an appropriate balance between the benefits that will accrue from the approval of TIF and the corresponding costs, and that they are equitable to the City as a whole.
4. The City may unilaterally initiate the creation of a TIF redevelopment district which may contain a TIF redevelopment project plan or plans, or the City may respond to a third-party request to create such district and related project plan or plans.
5. The City will charge a TIF application and an administrative service fee as set forth in this policy.
6. It shall be the policy of the City to give priority considerations to TIF applications that request only pay-as-you-go-financing.

**SECTION TWO: POLICY GUIDELINES (TIF DISTRICTS).**

The following criteria are to be used by members of the City's TIF Committee, with input from appropriate staff, to evaluate applications for the creation of a TIF redevelopment district:

1. The City seeks to avoid the creation of single-parcel TIF redevelopment districts, preferring instead to encourage the redevelopment of larger scale projects that

positively impact multiple land uses and bring economic activity to surrounding neighborhoods.

2. For third-party requests to create TIF redevelopment districts, the City will not consider creation of a TIF district unless the applicant certifies that it intends to submit a Redevelopment Plan and begin negotiating a Redevelopment Agreement within sixty (60) days of creation of the TIF district. Thereafter, the City will require satisfactory assurance that the project will be completed in a timely manner in accordance with the Redevelopment Plan and Agreement.

3. Within fifteen (15) business days of a third-party making application for the creation of a TIF redevelopment district, such third-party shall execute the City's standard Funding Agreement and deposit with the City, in immediately available funds, \$25,000 to cover the City's costs of evaluating such request which may include, but not necessarily be limited to, direct costs of the City's financial and legal advisors on TIF and direct costs of outside consultants on TIF. The Funding Agreement shall provide that if the balance of such deposit declines below \$10,000 at any point in time, the applicant shall restore such balance to \$25,000 within ten (10) business days by making a subsequent deposit with the City in immediately available funds.

Should the applicant withdraw its application, the City will use its best efforts to refund any unused balance of the deposit to the applicant within thirty (30) business days.

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### **SECTION THREE: POLICY GUIDELINES (TIF PROJECT PLANS).**

The following criteria are to be used by members of the City's TIF Committee, with input from appropriate staff, to evaluate applications for the creation of a TIF project plan within a TIF redevelopment district:

1. Each TIF project plan application must demonstrate that "but-for" the use of TIF, the project is not feasible and would not be completed without the proposed TIF assistance. The City (through staff or its advisors and consultants; and at its sole discretion) will conduct the but-for analysis and the applicant shall be responsible for providing all information reasonably requested by the City to conduct such analysis.

The City's but-for requirement is a greater burden than the statutory burden for approval of a TIF project plan. The City shall, in its reasonable discretion, select the calculation methodology for such but-for analysis but it shall generally compare the return of the project and/or its developer taking into account TIF and other incentives against market rates of return for similar projects developed on "greenfield" sites (that is, those without the physical and legal impediments leading



to the request for TIF). The but-for analysis will use time value of money discounting using reasonable assumptions (at the discretion of the City).

The but-for analysis shall take into account all incentives requested by the developer from any governmental or other source (such as GO Topeka), not just those benefits provided by the TIF.

The City will generally seek to target a level of TIF incentive sufficient to provide the applicant with a market rate of return, including the effects of the incentives, but the City, at its discretion, may choose to provide a greater rate of return to the applicant in exchange for extraordinary benefits to the public.

The City will provide priority consideration for projects where less than twenty percent (20%) of the project's costs (excluding any interest on private financing) are expected to be paid from public incentives.

2. Each TIF project plan application must include evidence that the applicant:
  - a. Has a complete capital stack established with sources and uses in balance;
  - b. Has the financial ability to complete the project, on time, as proposed;
  - c. Has a firm, demonstrable commitment from a lending institution(s) for any private borrowing required to complete the project;
  - d. Has the financial wherewithal to make the equity contribution to the project required to secure such borrowing(s);
  - e. Has a reasonable basis for its project cost estimates, with preference provided to applications that include professionally-estimated project costs; and
  - f. Has the capacity, for itself or through experienced operators, to operate the project profitably over its lifecycle.

The City will generally agree to permit the applicant to provide sensitive financial information to the City's advisors or legal counsel on the City's behalf under non-disclosure agreement; provided, however, that such advisors or legal counsel must have the right under such agreement to convey their conclusions about the applicant's ability to meet the requirements above based upon its review.

3. The City places priority on TIF redevelopment districts in areas of greatest need such as any approved neighborhood revitalization area, redevelopment planning area, and/or other similar areas where significant public/private investment has been directed consistent with the infill growth policies of the comprehensive plan.
4. The City will give preference to TIF project plan applications which request reimbursement of eligible project costs solely from the incremental real property taxes generated by the TIF project. Should an applicant request reimbursement of eligible project costs from the City's one percent (1%) general sales tax or other locally-levied taxes or fees, the applicant shall demonstrate the necessity of including such other locally-levied taxes or fees.

- 185 5. The City will give preference to TIF project plan applications that do not seek one  
186 hundred percent (100%) capture of incremental real property taxes or other locally-  
187 levied taxes or fees and/or that provide tangible, immediate public benefits (such  
188 as constructing high-priority infrastructure at the project's cost, producing high-  
189 wage jobs, making quality jobs available in highly-distressed neighborhoods, etc.).  
190
- 191 6. The applicant will include in its TIF project plan application a uses-by-source-of-  
192 funding schedule illustrating the project costs that will be reimbursed from TIF and  
193 any other incentive program (public or private) for which the applicant has or plans  
194 to apply.  
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- 196 7. If businesses are to be relocated from other areas of the city to the proposed TIF  
197 project plan area, the applicant must provide sufficient justification to indicate why  
198 the City should subsidize such relocation.  
199
- 200 8. The City may reasonably request of the applicant, at the applicant's cost, a  
201 thorough, third-party market analysis identifying: (1) the likelihood of success of  
202 the business mix proposed for the TIF project plan area; and (2) the potential  
203 economic impacts on existing businesses and corresponding tax revenues should  
204 the TIF project plan develop as proposed.  
205
- 206 9. The applicant and/or developer must demonstrate that all real property taxes and  
207 assessments currently due on any real property owned by the applicant and  
208 located within the City limits have been paid and, furthermore, that the applicant is  
209 not indebted to the City. If the applicant is a business entity, this requirement will  
210 apply to any owner, member, or partner. If the applicant is a corporation, this  
211 requirement will apply to any shareholder holding a five (5) percent or greater  
212 interest.  
213
- 214 10. Each TIF redevelopment project plan approved will expire not later than the 20<sup>th</sup>  
215 anniversary of the date upon which the Topeka Governing Body takes action to  
216 approve such project plan.  
217

#### 218 **SECTION FOUR: DEVELOPMENT AGREEMENT.**

219  
220 Concurrent with the City's review of an application for a TIF project plan, the City will  
221 negotiate a Development Agreement to be considered and adopted by the Topeka  
222 Governing Body concurrent with its consideration of approval of the TIF project plan.  
223 Among other things, the Development Agreement will provide for:

- 224
- 225 1. A minimum private expense requirement for the developer and maximum  
226 permitted reimbursement amount to the developer.
- 227 2. Specific developer performance requirements, corresponding to the proposed  
228 improvements provided in the TIF project plan application.
- 229 3. Consequences for developer non-performance, including reductions in the amount  
230 of incentives available, reductions in the maximum permitted reimbursement  
231 amount and/or acceleration of the date of expiration of the TIF.
- 232 4. The mechanics for reimbursement of TIF-eligible expenses.

- 233 5. The mechanics for establishing base year values for non-ad valorem taxes  
234 captured by the TIF.  
235 6. Charges for city services provided to the Developer.  
236 7. Conditions under which the applicant could request the City issue special  
237 obligation TIF bonds on its behalf.  
238

## 239 **SECTION FIVE: FEES.**

240

### 241 **City Cost Reserve**

242 At the point in time of an application for TIF redevelopment district is initiated by a third-  
243 party, such applicant shall deposit \$25,000 with the City (as provided in Section Two  
244 herein) to cover the City's Application Fee and its direct costs (including costs related to  
245 its outside advisors, consultants and counsel) associated with the review and evaluation  
246 of the application for a TIF redevelopment district, the review and evaluation of the  
247 application for the initial TIF project plan or plans and the negotiation of the Development  
248 Agreement.  
249

250 Should an applicant make application within an existing TIF redevelopment district for a  
251 new or modified TIF project plan, it shall similarly deposit \$25,000 with the City to cover  
252 the costs of such review.  
253

254 The City shall return any balance from this reserve upon the applicant's withdrawal of all  
255 applications then pending, or the conclusion of the approval processes.  
256

257 Costs charged to the reserve are TIF eligible costs to the extent permitted by law.  
258

### 259 **Application Fee**

260 The City shall charge a non-refundable application fee, paid from the City Cost Reserve,  
261 for each application as follows:  
262

263 Application to create or modify a TIF redevelopment district \$5,000

264 The application fee is a TIF eligible cost.  
265

### 266 **TIF Administration Service Fee**

267 During the life of the TIF, the City will charge an administrative fee of two percent (2%)  
268 against the tax increment generated from the project prior to disbursement of the  
269 increment to the developer or bond trustee to cover the administrative costs incurred by  
270 the City for the administration of, and other City costs associated with each approved TIF  
271 Project. Such administrative service fee shall be in addition to the TIF application fee and  
272 any other fees associated with the TIF Project.  
273

### 274 **Additional Costs**

275 City bond issuance costs will be paid from proceeds of TIF bonds issued.  
276

### 277 **City-Initiated Developments**

278 The City reserves the right, at its sole discretion, to reduce or waive the above fees if a  
279 redevelopment project is City initiated and/or it is determined to be in the best interest of  
280 the City to do so.

281  
282 **SECTION SIX: DESIGN CRITERIA.**  
283

284 Development proposals under a TIF application are expected to meet the “highest  
285 development standards” as outlined by the City’s adopted development policies for  
286 commercial, industrial, multi-family, and mixed use buildings, as well as all Design  
287 Guidelines adopted by the Topeka Planning Commission and Governing Body.  
288 Development proposals are expected to demonstrate innovative design with human scale  
289 that exceeds the design standards of conventional development throughout the City. A  
290 TIF project requires the use of high quality building materials, noteworthy architectural  
291 design and site design to achieve visual interest, provide human scale, place a premium  
292 on developing land in harmony with existing natural features, and enhance the value and  
293 function of adjacent properties.  
294

295 All TIF projects will be required to utilize a Planned Unit Development and will include  
296 strict architectural, site, and landscape design requirements. In addition, the  
297 redevelopment plan and agreement, development review process, and zoning  
298 ordinances will establish land use controls, allowed uses and materials, traffic  
299 improvements, environmental preservation areas and other design criteria to ensure the  
300 development will achieve the highest development standards possible.  
301

302 The TIF project shall be compatible with the Comprehensive Plan of the City and the  
303 availability of existing infrastructure facilities and essential public services. The  
304 compatibility of the TIF project with land use and development plans of the City and the  
305 availability of existing infrastructure facilities and essential public services will be a  
306 consideration. The project must be environmentally acceptable to the location intended  
307 as well as the surrounding area. Preference will be given to businesses that do their own  
308 pre-treatment or do not require extensive environmental controls. The proposed use must  
309 be clean, nonpolluting, and consistent with all policies, ordinances, and codes. The  
310 applicant must provide a traffic study on any projected traffic impact increase on the City  
311 based upon future growth.  
312

313 **SECTION SEVEN: METHOD OF FINANCING.**  
314

315 The City’s general policy is that development should pay for itself. As a result, the City  
316 will consider general obligation or general fund support of TIF bonds only in extraordinary  
317 cases and typically only on City-initiated projects.

- 318 1. The City will give priority considerations to TIF applications that request only pay-  
319 as-you-go financing.
- 320 2. For third-party applications, the City will generally not consider full faith and credit  
321 TIF bonds or TIF bonds with other City credit enhancements.
- 322 3. The City will consider providing the applicant with the right to seek permit issuance  
323 of “special obligation” bonds (i.e. supported solely from TIF revenues) in the City’s  
324 sole discretion. The City may include in the development agreement specific  
325 conditions precedent to this right becoming available (minimum leasing  
326 commitments, minimum revenue thresholds, etc.).
- 327 4. The City’s financial advisor will manage the bond issuance process on the City’s  
328 behalf, including advising the City on the selection of members of the bond

329 financing deal team (to include, but not be limited to, underwriters, trustees,  
330 feasibility consultants, etc.).

- 331 5. The City's bond counsel will serve as bond counsel on all TIF bond transactions.  
332 6. For any bond financing, all City fees for itself, its counsel and advisors, will paid  
333 from TIF bond proceeds (or by the applicant through an equity contribution to the  
334 financing).  
335 7. For any special obligation bond financing, the City may request up to \$50,000 to  
336 cover its staff costs involved in preparing and managing the financing. Additionally,  
337 the City will charge to the TIF fund an additional one percent (1%) annually on all  
338 TIF collections for ongoing administration of the bonds.  
339 8. If required by bond counsel, the applicant agrees to be a party to the tax  
340 compliance agreement and/or continuing disclosure agreement (if applicable) on  
341 any TIF bond transaction.  
342

343 **SECTION EIGHT: AUTHORITY OF GOVERNING BODY.**  
344

345 The Governing Body reserves the right to deviate from any policy, but not any procedure  
346 set forth in state law, when it considers such action to be of exceptional benefit to the City  
347 or extraordinary circumstances prevail that are in the best interests of the City.  
348

349 NOW THEREFORE, BE IT FURTHER RESOLVED that Resolution No. 9016 is  
350 hereby rescinded.

351 ADOPTED and APPROVED by the Governing Body on February 18, 2025.  
352



360 ATTEST:  
361  
362

363 *Brenda Younger*  
364 Brenda Younger  
365 Brenda Younger, City Clerk

CITY OF TOPEKA, KANSAS

*Michael A. Padilla*

Michael Padilla, Mayor



329 financing deal team (to include, but not be limited to, underwriters, trustees,  
330 feasibility consultants, etc.).

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363 *Brenda Younger*  
364 \_\_\_\_\_  
365 Brenda Younger, City Clerk

CITY OF TOPEKA, KANSAS

*Michael A. Padilla*  
\_\_\_\_\_  
Michael Padilla, Mayor



**City of Topeka**  
**Council Action Form**  
**Council Chambers**  
**214 SE 8th Street**  
**Topeka, Kansas 66603**  
**www.topeka.org**  
June 17, 2025

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<b>DATE:</b>	<b>June 17, 2025</b>	
<b>CONTACT PERSON:</b>	<b>Mary Kuckelman Spinelli, Senior City Attorney</b>	<b>DOCUMENT #:</b>
<b>SECOND PARTY/SUBJECT:</b>	<b>Citizen Government Review Committee Recommendations 2025</b>	<b>PROJECT #:</b>
<b>CATEGORY/SUBCATEGORY</b>	<b>006 Communication / 003 Requests</b>	
<b>CIP PROJECT:</b>	<b>No</b>	
<b>ACTION OF COUNCIL:</b>		<b>JOURNAL #:</b>
		<b>PAGE #:</b>

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**DOCUMENT DESCRIPTION:**

**RECEIPT of 2025 Citizens Government Review Committee Recommendations.**

*(The Committee was tasked to study and review the form of government and make recommendations.)*

**VOTING REQUIREMENTS:**

No action is required by the Governing Body to acknowledge receipt of the recommendations. The governing body can adopt all, some, or none of the Committee's recommendations.

**POLICY ISSUE:**

Topeka Municipal Code Chapter 2.13 requires the governing body to impanel a committee of five electors every 10 years to review the City's form of government. The governing body can adopt all, some, or none of the Committee's recommendations.

**STAFF RECOMMENDATION:**

Staff is making no recommendation.

**BACKGROUND:**

Chapter 2.13 of the Topeka Municipal Code requires the governing body to impanel a committee of five electors every 10 years to review the City's form of government.

Pursuant to Resolution No. 9600 the Citizens Government Review Committee was impaneled in January of 2025.

The Committee was comprised of Brian Broxterman, Constance (Connie) Jacobson (Vice Chair), Jim Kaup (Chair), Shampayne Lloyd, Tamara Martin, and Zachary Surritt (Alternate). Committee meetings were held on January 29, February 5, February 19, March 5, March 26, April 9, April 23, May 7, May 21, June 4 and June 11, 2025. All meetings were open to the public and the opportunity for public input was available at all meetings. View the Committee website, agenda meeting packets, meeting minutes and meeting videos online at [www.topeka.org/bccc/citizens-government-review-committee](http://www.topeka.org/bccc/citizens-government-review-committee).

The Committee will present their final report to the Governing Body on June 17, 2025. Final Committee Recommendations relate to the topics listed below:

1. Retain the Current Form of Government.
2. Elections, Terms and City Council Districts
3. Follow-up Mechanism for Committees/Boards/Commissions
4. Interlocal Cooperation
5. Establish the Office of City Auditor
6. Composition of the Review Committee
7. Roles and Ethics of Governing Body Members

**BUDGETARY IMPACT:**

Budgetary impact would vary based on the recommendation.

**SOURCE OF FUNDING:**

Not Applicable.

**ATTACHMENTS:**

**Description**

2025 CGR Committee Presentation

2025 Citizen Government Review Committee Report

Resolution No. 9600 (December 10, 2024)



CITY OF  
**TOPEKA**



# Citizen's Government Review Committee

June 17, 2025

Presentation of Findings and Recommendations



CITY OF  
**TOPEKA**



# Introduction



# Purpose of the CGRC

The City of Topeka Governing Body approved [Resolution No. 9600](#), convening the Committee and appointing five (5) individuals and one (1) alternate member to serve on the Committee with full participation in meetings in the event one of the five voting members is unable to complete the term of service. The Committee shall meet between January and June of 2025 and shall submit its recommendations to the Governing Body within six months of appointment. As required by [IMC 2.210.050](#), the report format shall include, but not be limited to areas of concern, general findings relative to those concerns, and recommendations for alleviating concerns or problems. The Committee may, at its pleasure, recruit the assistance of other citizens, scholars in the field, or professional municipal managers for participation on an ad hoc basis. The Committee shall provide the opportunity for public input at least once during the process prior to the final report being completed.



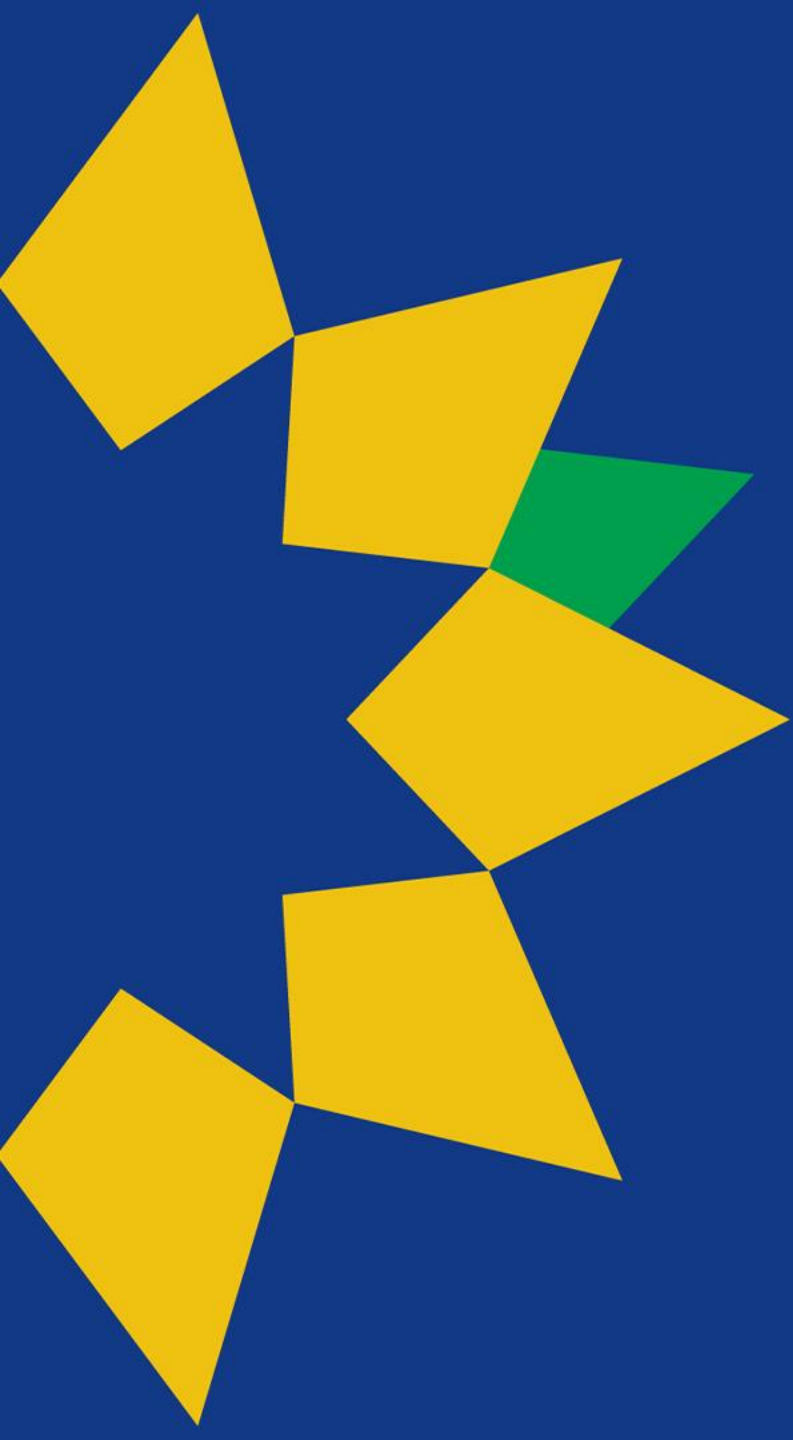
# 2025 CGRC Members

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- Jim Kaup, Chair
- Connie Jacobson, Vice Chair
- Brian Broxterman
- Shampayne Lloyd
- Tamara Martin
- Zachary Surritt, Alternate





CITY OF  
**TOPEKA**



# Findings & Recommendations

## Government Structure:

- **RECOMMENDATION:** The Committee recommends taking no action regarding changes to the Council-Manager form of government.



## Elections, Terms, and Representation:

### RECOMMENDATIONS:

- The Committee recommends taking no action regarding the number of Council members.
- The Committee recommends taking no action regarding the method of election and terms of the Governing Body.
- The Committee does recommend acting regarding the structure and considerations of the Redistricting commission. It is recommended that the commission adds a tenth member, appointed by the Administrative Judge of the Topeka Municipal Court, who shall serve as the chair of the commission. The Committee also recommends amending the City's charter to state that any new council district lines are not made with the consideration of incumbent council members' home addresses.





## Follow Up Procedures:

- **RECOMMENDATION:** The Committee recommends a formal follow-up mechanism for Committee/Board/Commission recommendations.



## Inter-Local Cooperation:

### RECOMMENDATIONS:

- The Committee recommends the Governing Body and Shawnee County Board of County Commissioners (BOCC) hold joint meetings on a regular basis to consider matters of mutual concern.
- The Committee recommends the Governing Body research the Secretary of State's records to identify programs and services the City has not previously considered.
- The Committee recommends the Governing Body, working with BOCC, create a joint City-County body, similar to the Joint Economic Development Organization (JEDO), to identify areas where cooperation with other local units of government can result in efficiencies and economies.



## City Auditor:

- **RECOMMENDATION:** The Committee recommends changing the City charter to create the office of the City Auditor, who will be appointed by the City Council, and serve at the pleasure of the City Council.



## Citizen's Government Review Commission:

- **RECOMMENDATION:** The Committee recommends no change in the timeline of reviewing the form of government every 10 years. The Committee recommends changing the composition from 5 members to 10 members, one member from each council district who resides in that district and is appointed by the councilmember for that district and the tenth member appointed by the Mayor



## Roles and Ethics of Governing Body Members:

- **RECOMMENDATION:** The Committee recommends requiring a signature to acknowledge receipt and understanding of codes of ethics and practices with yearly reviews to refresh current councilmembers with future review and possibilities of forming an ethics committee.



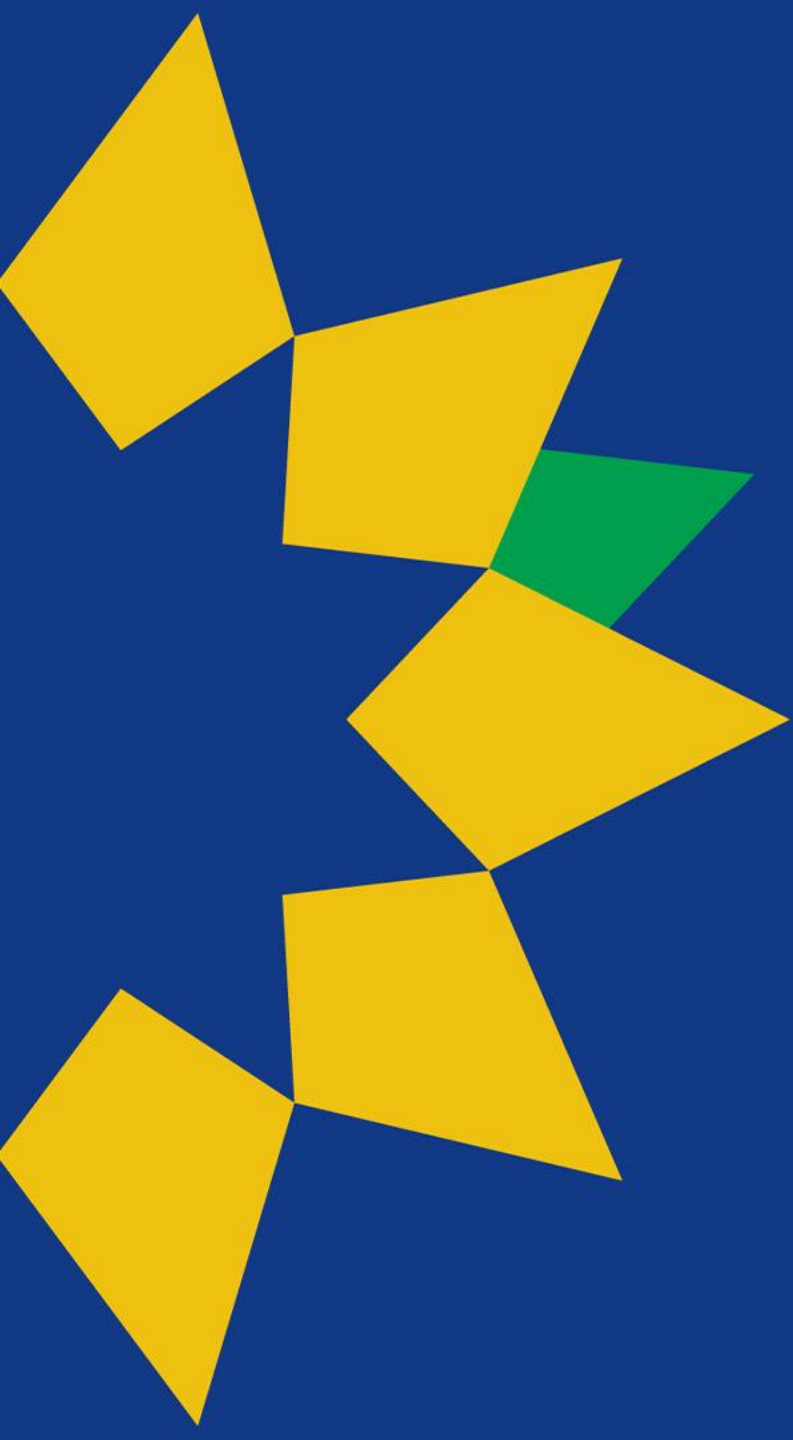




CITY OF  
**TOPEKA**



Conclusion



CITY OF  
**TOPEKA**



# Questions & Discussion

2025

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# Citizen Government Review Committee Report



June 17, 2025

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## SECTION 1: INTRODUCTION

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To Mayor, City Council, City Staff and Attendees:

First, the Citizens Government Review Committee would like to thank the support of the Governing Body and City Staff, without it we would not have been able to function as smoothly. We would like to thank everyone who took the time to present and share their insights with the Citizens Government Review Committee.

The Citizens Government Review Committee (Committee) consists of the following members: Brian Broxterman, Connie Jacobson, Jim Kaup, Shampayne Lloyd, Tamara Martin and Zachary Surritt.

The Committee was formed to study and review the form of government of the City of Topeka and make recommendations to the City's Governing Body for amendment or modification.

Topeka Municipal Code Chapter 2.210 requires the Committee to meet at least every 10 years, with the last review in 2014. Committee meetings were held on the following dates: February 5 and 19, March 5 and 26, April 9 and 26, May 7 and 21, and June 4 and 11, 2025. All meetings gave the public an opportunity to provide input and were announced on the City's website, social media outlets and local TV broadcast channels. Written comments were submitted and considered by the Committee. Final recommendations were submitted to the Governing Body on June 17, 2025.

The Committee's report contains the details and a brief explanation of each recommendation. Committee agendas, minutes and meeting videos are on file in the City Clerk's Office, located at 215 SE 7<sup>th</sup> Street, Room 166, Topeka, Kansas, 66603, and can be viewed online at <https://www.topeka.org/bccc/citizens-government-review-committee>.

The Committee heard from several individuals and groups in the city, and we thank each and every one for their input. We have heard from the following in chronological order:

- Jim Reardon, 2014 Citizens Government Review Committee Chair, Attorney & former City Councilmember
- Hannes Zacharias, Professor of Practice, University of Kansas School of Public Affairs & Administration
- Councilmember Karen Hiller and Councilmember Spencer Duncan
- Dr. Robert M. Perez, City Manager
- Monique Glaude, City of Topeka Director of Inclusive Communities
- Mayor Michael Padilla



- Juliet Abdel, Greater Topeka Chamber of Commerce
- Topeka Justice Unity & Ministry Project (JUMP) members Sarah Balzer and Minister Melodene Byrd of El Shaddai Ministries; and Reverend K.O. NooNoo of Westminster Presbyterian Church
- Councilmember Marcus Miller
- Vicki Arnett, League of Women Voters Topeka-Shawnee County
- Bill Fiander, Lecturer, Washburn University
- Douglas Jones, Johnson County, Kansas, Auditor

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## **SECTION 2: SUMMARY OF RECOMMENDATIONS**

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In addition, the Committee heard from citizens by email and attended meetings in person. The Committee appreciates everyone's input. After discussion and listening to the comments made in our meetings, the Committee makes the following recommendations with a brief summary to the Governing Body.

### **1. CITY MANAGER FORM OF GOVERNMENT**

**RECOMMENDATION:** The Committee recommends taking no action regarding changes to the Council-Manager form of government. It is noted that the Committee heard criticism related to the turnover in the City Manager position, i.e. the City's failure to follow-up on actions recommended in City-commissioned studies, from civic groups, and from citizens. This contributes to some level of public frustration and a sense that accountability is not consistently demonstrated. While it is too soon to give a grade to the current city manager, the comments received showed confidence that he would provide the stability and continuity the community needs.

### **2. ELECTIONS, TERMS AND REPRESENTATION**

**RECOMMENDATION:** The Committee recommends taking no action regarding the number of Councilmembers and no action regarding the method of election and terms of the Governing Body. The Committee does recommend acting regarding the structure and considerations of the Redistricting commission. It is recommended that the members of the commission are not chosen only by Councilmembers to avoid conflicts of interest. It is also recommended that the commission remain at nine members, but with the addition of a tenth member appointed by the Administrative Judge of the Topeka Municipal Court who shall serve as the chair of the commission. The Committee also recommends that it is written in the City's charter that when the redistricting commission makes its own recommendation to the Governing Body, the new council district lines are not made with the consideration of incumbent council members' home addresses.

### **3. FOLLOW-UP PROCEDURES**

**RECOMMENDATION:** The Committee recommends a formal follow-up mechanism for Committee/Board/Commission recommendations. The Committee recommends the Governing Body and Staff collect and categorize correspondence to ensure timely documentation and categorize feedback. To designate responsible parties to ensure clear ownership and set deadlines for feedback on correspondence. To create an action plan of development that prioritizes feedback, by identifying if the correspondence is a critical issue or medium importance or low importance and create a corresponding action plan. To complete

regular progress updates in the form of status reports to ensure transparency. To hold follow-up meetings/check-ins that include scheduled reviews and to encourage continuous feedback. Evaluate feedback to determine effectiveness and lessons learned. To complete a final report and acknowledge contributions of the Governing Body/Staff members. This will be a final summary to be shared with the Governing Body. To use automated tools such as task management software to track feedback and automate reminders and deadlines.

#### **4. INTERLOCAL COOPERATION**

**RECOMMENDATION:** The Committee recommends the Governing Body and Shawnee County Board of County Commissioners (BOCC) conduct joint meetings on a regular basis to consider matters of mutual concern, including review of existing interlocal agreements, to research the Secretary of State's records to identify programs and services the City has not previously considered, the Governing Body, working with BOCC, create a joint City-County body, similar to the Joint Economic Development Organization (JEDO), to identify areas where cooperation with other local units of government can result in efficiencies and economies. That body would make recommendations to the Governing Body and the BOCC for those matters of highest priority, with timelines for the necessary actions to reach desired outcomes. Interlocal agreements would be used to provide a degree of certainty, and longevity, to any agreed-to cooperative measures. To help ensure that the recommended actions of the body are given proper consideration, annual reports on the status of interlocal agreements would be given to the Governing Body by the City Manager or the proposed City Auditor.

#### **5. CITY AUDITOR**

**RECOMMENDATION:** The Committee recommends changing the City charter to create the office of the City Auditor, who will be appointed by the Governing Body and serve at the pleasure of the Governing Body. An Audit Committee of the Council will provide direction to the City Auditor. The City Auditor will perform both performance and financial audits. The recommendation is for the Governing Body to utilize readily- available and professional resources, and to talk with other cities, to identify the best set of duties the auditor should fulfill. An auditor appointed by the Governing Body to advise the Council, Mayor and the City Manager, is the auditor position the Committee envisions.

#### **6. CITIZENS GOVERNMENT REVIEW COMMITTEE SIZE/APPOINTMENT**

**RECOMMENDATION:** The Committee recommends no change in the timeline of reviewing the form of government every 10 years. The Committee recommends changing the composition from 5 members to 10 members, one member from each council district who resides in that district and is appointed by the councilmember for that district and the tenth member appointed by the Mayor.

## **7. CODE OF ETHICS MISCONDUCT AND PRACTICE VIOLATIONS**

**RECOMMENDATION:** The Committee heard credible testimony that, at least in the recent past, there have been violations of Sec. A2-28(c) of the Charter-the provision prohibiting councilmembers from "dealing" with officers and employees under the city manager's supervision. The Committee recommends requiring a signature to acknowledge receipt and understanding of codes of ethics and practices with yearly reviews to refresh current councilmembers with future review and possibilities of forming an ethics committee.

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## **SECTION 3: EXPLANATORY STATEMENTS**

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### **1. CITY MANAGER FORM OF GOVERNMENT**

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The City of Topeka's Charter lays out the form of government that the city will operate under and what positions make up the Governing Body. Currently, the City of Topeka operates under a council-manager form of government since it was adopted in 2004. The governing body is made up of nine council people, each elected to represent one of nine geographic districts all made up of relatively the same number of constituents, and one Mayor, who is elected by the voters of Topeka at-large. Under this system, the City Manager answers directly to the Governing Body and oversees the day-to-day operations of the City of Topeka. The Governing Body has the power to appoint and remove the City Manager as well as conducting the business of the city by voting on ordinances, resolutions, applications, plats, zoning petitions, receiving reports and other items.

#### **CONFEREES:**

- Jim Reardon, 2014 Citizens Government Review Committee Chair, Attorney & former City Councilmember, February 5, 2025
- Hannes Zacharias, Professor of Practice, University of Kansas School of Public Affairs & Administration, February 5, 2025
- Councilmember Karen Hiller, February 19, 2025
- Councilmember Spencer Duncan, February 19, 2025
- City Manager Dr. Robert M. Perez, March 5, 2025
- Mayor Michael Padilla, March 5, 2025
- Monique Glaude, City of Topeka Director of Inclusive Communities, March 5, 2025
- Juliet Abdel, Topeka Chamber of Commerce President, March 26, 2025
- Topeka Justice Unity & Ministry Project (JUMP) members Sarah Balzer and Minister Melodene Byrd of El Shaddai Ministries, March 26, 2025
- Councilmember Marcus Miller, April 9, 2025
- Vickie Arnett and Dr. Glenda Overstreet-Vaughn, League of Women Voters, April 9, 2025
- Bill Fiander, Lecturer, Washburn University, May 21, 2025



## **PUBLIC COMMENT:**

- Deborah Dawkins, Written, March 17, 2025
- Joseph Ledbetter, Written, March 25, 2025

**COMMITTEE DISCUSSION AND RECOMMENDATIONS:** The Committee recommends that the Governing Body take the following action(s):

- **FORM OF GOVERNMENT:** The Committee recommends no action. This Committee found no strong evidence and very little support for changing the Council-Manager form of government. In fact, many strongly supported this form. The Committee had lengthy discussion around the topic of the council-manager form of government beyond what was presented in the form of conferees and public comment. Each time, it was found that the current form of government satisfies the need to have an efficient and effective method of running the business of the city while still having accountability to the public. A City Manager creates stability in the operations of the city, both as it relates to city employees as well as to the public. The City Manager still answers to the Governing Body and can be removed by the Governing Body if necessary. Currently, any issues with the management of the city are taken up with the City Manager and their staff. The Strong Mayor form of government creates more responsibility and burden on the mayoral office but can remove stability as the office is susceptible to change at least every four years.

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## **2. ELECTIONS, TERMS & REPRESENTATION**

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The City of Topeka's Charter lays out the form of government the city will operate under, what positions and how many are elected, when, how, and for how long those local representatives are elected, and how the redistricting process occurs. Currently, the City of Topeka operates under a council-manager form of government with the governing body made up of nine council people, each elected to represent one of nine geographic districts all made up of relatively the same number of constituents, and one Mayor, who is elected by the voters of Topeka at-large. All governing body members are nonpartisan and elected to four-year terms with no term limits. Topeka elections for its governing body are held in odd-numbered years and staggered so that not all members are being elected at once. All even-numbered districts are elected one year, and all odd-numbered districts and the mayor are elected two years later. It is required by state statute that municipal elections occur on the same schedule as all other elections in the State of Kansas, meaning that primary elections occur in August and general elections occur in November. Primary elections are only held for offices where there are four or more candidates on the ballot by the filing deadline. If three or fewer candidates are on the ballot, no primary election is held, and that office is decided by the voters in the November election. Every ten years after the official United States Census report, a redistricting commission is formed by the City of Topeka to review the City Council district boundary lines and recommend any necessary changes to ensure that all nine districts are roughly even in population. That redistricting commission is made up of nine Topeka voters, each representing a Council district and appointed by the Council member of each district.

### **CONFEREES:**

- Jim Reardon, 2014 Citizens Government Review Committee Chair, Attorney & former City Councilmember, February 5, 2025
- Hannes Zacharias, Professor of Practice, University of Kansas School of Public Affairs & Administration, February 5, 2025
- Councilmember Karen Hiller, February 19, 2025
- Councilmember Spencer Duncan, February 19, 2025
- City Manager Dr. Robert M. Perez, March 5, 2025
- Mayor Michael Padilla, March 5, 2025
- Monique Glaude, City of Topeka Director of Inclusive Communities, March 5, 2025
- Juliet Abdel, Topeka Chamber of Commerce President, March 26, 2025

- Topeka Justice Unity & Ministry Project (JUMP) members Sarah Balzer and Minister Melodene Byrd of El Shaddai Ministries, March 26, 2025
- Councilmember Marcus Miller, April 9, 2025
- Vickie Arnett and Dr. Glenda Overstreet-Vaughn, League of Women Voters, April 9, 2025

**PUBLIC COMMENT:**

- Deborah Dawkins, Written, March 17, 2025
- Joseph Ledbetter, Written, March 25, 2025

**COMMITTEE DISCUSSION AND RECOMMENDATIONS:** The Committee recommends that the Governing Body take the following action(s):

- **NUMBER OF COUNCIL MEMBERS:** Committee recommends no action. This Committee heard that nine Council members works well, allowing more members to sit on each committee, without constituting a majority of the Governing Body and being at the same place without concern for the Kansas Open Meetings Act. It also makes the Governing Body more representative of citizens as a whole.
- **ELECTIONS AND TERMS:** Committee recommendations no action. There is strong support for staggered elections so experience and institutional knowledge is retained while allowing new members time to fully understand their responsibilities. Four-year terms were also supported and have become more and more common in cities similar to Topeka. Four years was determined to be enough time for any new governing body member to spend time getting to know the city better and their responsibilities without needing to worry about another election for a reasonable amount of time. There was no strong stance on term limits from conferees or the public. Some cities have opted to enact term limits on their Mayor and Council members where there is a limit of serving two or three terms depending on the city. The Committee discussed the item of term limits for Governing Body members with consideration of what was presented to the Committee as well as research that had been conducted into the structure of other cities similar to Topeka. It is an item that may be considered in the future, but no action is being recommended at this time.

- **REDISTRICTING:** Committee recommends that the Governing Body amend the structure and considerations of the redistricting commission, so the council members are not the only ones appointing commission members while then having their own addresses considered when the commission makes any potential changes to district boundary lines. The Committee recommends that the commission still be made up of nine members appointed by the governing body to represent each district, but with the addition of an additional tenth member who is appointed by the Administrative Judge of the Topeka Municipal Court who shall serve as Chair of the commission. The Committee also recommends that the charter be amended to state that when the redistricting commission makes its own recommendation to the Governing Body, the new boundary lines are not made with the consideration of incumbent council members' home addresses.

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### 3 . FOLLOW-UP PROCEDURES COMMITTEES/BOARDS/COMMISSIONS

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The proposal outlines a structured process for collecting, categorizing, and acting on feedback from Governing Body and Staff members. It begins with timely documentation and classification of feedback into clear themes, followed by assigning responsibility and deadlines for addressing each item. Feedback is prioritized by importance (critical, medium or low) and each is paired with a specific action plan. Regular updates are provided to ensure transparency and progress tracking, while follow-up meetings allow for ongoing dialogue, the resolution of challenges, and continuous feedback.

Further steps include evaluating the effectiveness of actions taken, documenting lessons learned and compiling a final report summarizing the feedback and results. This report should be shared with the Governing Body, potentially up to and including placing the issue on the agenda for a vote, if deemed necessary. The proposal emphasizes the use of technology for automation and efficiency and highlights the importance of recognizing contributors. Overall, the framework promotes accountability, transparency and continuous improvement in Governing Body/Staff operations.

Implementing a well-structured follow-up mechanism ensures that Governing Body/Staff feedback is not only acknowledged but actively incorporated into decision-making processes. This approach promotes transparency, accountability, and continuous improvement, ultimately leading to more effective and responsive Governing Body/Staff operations.

#### **CONFeree:**

- Topeka Justice Unity & Ministry Project (JUMP) members Sarah Balzer and Minister Melodene Byrd of El Shaddai Ministries, March 26, 2025
- Vickie Arnett and Dr. Glenda Overstreet-Vaughn, League of Women Voters, April 9, 2025

**PUBLIC COMMENT:** None.

**COMMITTEE DISCUSSION AND RECOMMENDATIONS:** The Committee recommends that the Governing Body take the following action(s):

- **GOVERNING BODY/STAFF CORRESPONDENCE COLLECTION & CATEGORIZATION**  
**Timely Documentation:** Ensure that feedback requested from Governing Body/Staff members is collected at a designated time frame after meetings/correspondence and documented in a shared, accessible platform (e.g., project management tool, shared document). **Categorize Feedback:** Classify feedback into themes (e.g., general suggestions, concerns, specific action items, policy changes) to streamline the follow-up process and assign responsibility accordingly.



- **DESIGNATE RESPONSIBLE PARTIES Assign Clear Ownership:** For each piece of feedback, designate a responsible person or team member to address the issue. Ensure that this individual has, or has access to, the expertise or authority to take the necessary actions. Set Deadlines: Establish reasonable deadlines for the resolution of each piece of feedback. Ensure that assigned owners are aware of these timelines.
- **ACTION PLAN DEVELOPMENT Prioritize Feedback:** Not all feedback may require immediate action, but all feedback will require immediate follow-up. Establish a prioritization process, such as: Critical Issues: Requires urgent attention and resolution. Medium Importance: Can be addressed in the medium term. Low Importance: Requires consideration but not immediate action. Create an Action Plan: For each piece of feedback, an action plan should be developed that includes specific tasks, responsible people, and deadlines.
- **REGULAR PROGRESS UPDATES Status Reports:** Provide regular updates to the Governing Body and person requesting the action on the progress of addressing feedback. This could be through periodic emails, meetings, or a shared dashboard that shows the status of all feedback (e.g., completed, in progress, pending). Transparency: Ensure that all members have visibility into the status of each action item. This transparency fosters accountability and keeps the committee informed.
- **FOLLOW-UP MEETINGS/CHECK-INS Scheduled Reviews:** Schedule follow-up meetings or check-ins (e.g., bi-weekly or monthly) to review the progress of feedback implementation. These meetings can be used to discuss any challenges or roadblocks encountered during the implementation process. Continuous Feedback Loop: Use these meetings to encourage further feedback from Governing Body/Staff members on the resolution of previous feedback and to ensure that no item is left unresolved.
- **FEEDBACK EVALUATION Evaluate Effectiveness:** Once feedback has been addressed, evaluate the effectiveness of the changes or actions taken. This can be done through surveys, discussions, or a formal evaluation process. Lessons Learned: Document any lessons learned from the follow-up process to improve future feedback management and ensure continuous improvement.
- **FINAL REPORT & ACKNOWLEDGMENT Final Summary:** Once all feedback has been addressed, create a final report that summarizes the feedback, actions taken, and outcomes achieved. This document should be shared with the Governing Body for transparency and accountability. This could include Governing Body action to place the issue on the agenda for vote following submission of a valid petition. Acknowledge Contributions: Acknowledge the contributions of Governing Body/Staff members who provided valuable feedback. Recognizing their input fosters engagement and encourages future participation.
- **AUTOMATED FOLLOW-UP TOOLS Use of Technology:** Consider using automated tools (e.g., task management software like Asana, Trello, or Monday.com, etc.) to track feedback and automate reminders and deadlines. This can help ensure that feedback is not overlooked and that follow-ups are timely.

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## 4. INTERLOCAL COOPERATION

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Kansas law gives local governments a broad, liberal grant of authority to enter into interlocal agreements, encouraging efficiency and economy in government. This benefits taxpayers while still protecting public health, safety and welfare. under the Kansas Interlocal Cooperation Act (K.S.A. 12-3901, et seq.) if each participating unit of government has the power to do something separately, then they may do so jointly via an interlocal agreement, e.g. law enforcement, distribution of water. Topeka and Shawnee County have a history of some successful joint undertakings, including:

- Topeka-Shawnee County Public Library
- JEDO
- Gage Park Improvement Authority
- Metro Topeka Airport Authority

Agreements between Topeka and other cities, Shawnee County, townships, USDs and Rural Water Districts are all possible. While Topeka has had experience with interlocal agreements there are additional areas of governance which the City should identify and then perform an analysis as to whether Topekans would benefit from new arrangements/agreements. These include but are not limited to:

- Housing for the unsheltered
- Public health/Mental health
- Law enforcement
- Firefighting
- Emergency services
- Solid waste collection and recycling
- Information Technology/Cybersecurity

While the Intergovernmental Cooperation Council exists to facilitate the exchange of information among participating entities, its membership and mission may be too limited to serve as the vehicle for facilitating interlocal agreements.

### **CONFEREES:**

- Councilmember Karen Hiller, February 19, 2025
- Councilmember Spencer Duncan, February 19, 2025
- Vickie Arnett and Dr. Glenda Overstreet-Vaughn, League of Women Voters, April 9, 2025
- Jim Reardon, 2014 Citizens Government Review Committee Chair, Attorney & former City Councilmember, February 5, 2025
- City Manager Dr. Robert M. Perez, March 5, 2025

**PUBLIC COMMENT:** None.

**COMMITTEE DISCUSSION AND RECOMMENDATIONS:** The Committee reviewed the first draft of this issue paper on April 23, 2025. The Committee did not want the original proposal that recommendations either be adopted or rejected by the Governing Body within a fixed period of time following their presentation to the Governing Body. The Committee recommends that the Governing Body take the following action(s):

- **CONDUCT JOINT MEETINGS** The Governing Body and the Shawnee County Board of County Commissioners (BOCC) hold joint meetings on a regular basis to consider matters of mutual concern, including the review of existing interlocal agreements and how they are serving the public.
- **RESEARCH OTHER INTERLOCAL COOPERATION AGREEMENTS** The Governing Body direct the City Manager, City Auditor or City Attorney to research the Secretary of State's records of agreements, filed per the Interlocal Cooperation Act, to identify those pertaining to programs and services which the City has not previously considered providing via interlocal agreements.
- **CREATE JOINT CITY-COUNTY BODY** The Governing Body, working with the Shawnee County Board of County Commissioners (BOCC), create a joint City-County body, similar to the Joint Economic Development Organization (JEDO), to identify areas where cooperation can result in efficiencies and economies and maintain, or enhance, public health, safety and welfare. That body would make recommendations to the Governing Body and the BOCC for those matters of highest priority, with timelines for the necessary actions to reach desired outcomes. Interlocal agreements would be used to provide a degree of certainty, and longevity, to any agreed-to cooperative measures. To help ensure that the recommended actions of the body are given proper consideration, annual reports on the status of interlocal agreements would be given to the Governing Body by the City Manager or the proposed City Auditor.

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## 5. CITY AUDITOR

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The purpose of a city auditor is to collaborate with the Governing Body and City Manager to elevate trust in government by providing objective, independent assurance and advisory services. A city auditor would conduct performance audits to provide objective analysis to assist the Governing Body and City Manager to:

- Improve the performance of city programs and services
- Reduce costs
- Facilitate decision-makers in taking corrective actions
- Contribute to public accountability

A city auditor would also conduct financial audits to provide an independent assessment of the city's financial condition, its use of resources and other financial information. Topeka is the largest city in Kansas without a city auditor.

### CONFEREES:

- City Manager Dr. Robert M. Perez (memo) April 18, 2025
- Hannes Zacharias, Professor of Practice, University of Kansas School of Public Affairs & Administration (memo) May 7, 2025
- Topeka Justice Unity & Ministry Project (JUMP) members Sarah Balzer and Minister Melodene Byrd of El Shaddai Ministries (memo) May 21, 2025
- Douglas Jones, Johnson County, Kansas, Auditor May 21, 2025

### PUBLIC COMMENT:

- Leo Hafner, April 23, 2025
- Monica Hill, Written April 23, 2025

**COMMITTEE DISCUSSION AND RECOMMENDATIONS:** At the April 23, 2025, meeting the Committee agreed with the proposed recommendation but noted that the City's fiscal condition might necessitate a delay in creating the office of city auditor. The Committee recommends that the Governing Body take the following action(s):

- **AMEND THE CHARTER TO CREATE THE OFFICE OF CITY AUDITOR.** The Auditor would be appointed by the Governing Body and serve at the pleasure of the Governing Body. An Audit Committee of the Governing Body would provide direction to the City Auditor. The City Auditor would perform both performance audits and financial audits. Among the duties of the City Auditor would be to:
  - a. Ensure that studies and reports produced by the City and its consultants have their Governing Body-adopted objectives and timelines complied with.

- b. Provide analysis and recommendations that will help the Governing Body assure the public that potentially controversial actions have been thoroughly, objectively and independently vetted.
- c. Handle internal whistleblower reports.
- d. Advise the City on risk management, including employee discrimination claims, self-insurance levels and commercial coverages.
- e. Conduct performance audits of programs and services.
- f. Conduct financial audits of programs and services.
- g. Advise the Governing Body and City Manager on the use of outside consultants and other providers of services.



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## 6. CITIZENS GOVERNMENT REVIEW COMMITTEE

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Amendments to the Charter provisions for the Citizens Government Review Committee could be beneficial to the mission of the Committee to examine the structure of City government for possible modifications.

**CONFEREES:** None

**PUBLIC COMMENT:** None

**COMMITTEE DISCUSSION AND RECOMMENDATIONS:** On April 23, 2025, the Committee discussed the timing of committees. The initial proposal was to shorten the period between Committees from 10 to five years. The thinking was that events can occur rapidly, and five years would allow the Committees to be more responsive to changes, or the need for changes. Also, five years could make it easier to follow-up on the recommendations made by a previous Committee. Following comments by the City Clerk, a majority of the Committee chose to stay with the current 10-year provision. The Committee also discussed the number of committee members. The initial proposal was to increase the size of the Committee from five, plus an alternate, to 10 members. Further, that some of the membership would be representatives of civic organizations, such as the League of Women Voters and the Citizens Advisory Council, in order to better achieve public engagement. Following discussion, the Committee reached a consensus to have 10 members, one residing in each council district, chosen by the councilmember for each district, with the 10<sup>th</sup> member appointed by the mayor. The Committee thought this approach would provide more visibility for the public and more of a sense of ownership by the City Council and Mayor. The Committee recommends that the Governing Body take the following action(s):

- **COMMITTEE MEMBERSHIP.** The Committee recommends that the Charter be amended to provide that the Citizens Government Review Committee be comprised of 10 members. Nine members, each from one council district who resides in the district and is appointed by the councilmember for that district, and the 10<sup>th</sup> member appointed by the mayor.

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## 7. CODE OF ETHICS MISCONDUCT & PRACTICE VIOLATIONS

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**EXPLANATORY STATEMENT:** At the May 21, 2025, meeting the Committee heard testimony of instances where Governing Body members had allegedly involved themselves in administrative matters, with intrusion with and coercion tactics which are solely within the domain of the city manager. The Committee agreed to review whether and how other cities prohibited such involvement. It was in this reviewing process and discussion the Governing Body appeared to be out of compliance of Topeka's Charter in current practices of operations with no clear direction of accountability in regard to ethics and codes of conduct infractions. Concerns were also raised that there were no procedures with clear steps towards consequences and or penalties for violations of said infractions. This Committee found evidence of action steps and or routes to address this issue are in place, in fact in reviewing of other cities processes, ours is more stringent and clearly defined than others with the exception of Wichita who has an ethics committee. This Committee also received a memo from Senior Attorney Mary Kuckelman Spinelli concerning Checks & Balances in the Charter Ordinance which further addressed practices in place to deal with this issue.

**CONFEREES:**

- Bill Fiander, Lecturer, Washburn University, May 21, 2025

**PUBLIC COMMENT:** None

**COMMITTEE DISCUSSION AND RECOMMENDATIONS:** The Committee recommends that the Governing Body take the following action(s):

- **INTEGRITY AND CODE OF CONDUCT:** Require a signature to acknowledge receipt and understanding of codes of ethics and practices with yearly review to refresh current councilmembers, with future review and possibilities of forming an ethics committee.

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## **SECTION 4: CONCLUSION**

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Thank you to all the conferees and City staff for your thoughtful input and valuable time throughout this process. We also sincerely appreciate the public comments shared with the Citizens Review Committee -- your voices are an important part of this work and have helped guide our discussions and recommendations.

**RESOLUTION NO. 9600**

A RESOLUTION introduced by City Manager Dr. Robert M. Perez, relating to the convening of a Citizens Government Review Committee to study and review the form of government for the City of Topeka.

WHEREAS, Topeka Municipal Code (TMC) Chapter 2.210, requires that a Citizens Government Review Committee (Committee) be convened at least every ten (10) years and the last committee convened in 2014, as directed by the City Council by way of an appropriate resolution; and

WHEREAS, the Committee's task is to study and review the form of government and make recommendations to the Governing Body for amendments or modifications; and

WHEREAS, the Committee is comprised of five registered voters of the City of Topeka who shall be as representative as possible of the City; and

WHEREAS, the Governing Body is desirous of implementing TMC 2.210 by convening a Committee.

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

1. The following five individuals shall be appointed to serve on the Committee.

- a. Brian Broxterman
- b. Constance Jacobson
- c. Jim Kaup
- d. Shampayne Lloyd
- e. Tamara Martin

2. Zachary Surritt shall be appointed to serve as an alternate on the Committee with full participation in meetings in the event one of the five voting members

is unable to complete the term of service.

3. The Committee shall meet between January and June of 2025 and shall submit its recommendations to the Governing Body within six months of appointment. As required by TMC 2.13.050, the report format shall include, but not be limited to areas of concern, general findings relative to those concerns, and recommendations for alleviating concerns or problems.

4. The Committee may, at its pleasure, recruit the assistance of other citizens, scholars in the field, or professional municipal managers for participation on an ad hoc basis.

5. The Committee shall provide the opportunity for public input at least once during the process prior to the final report being completed.


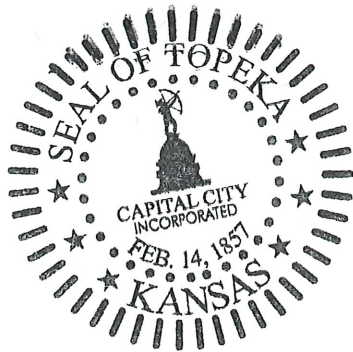
ADOPTED and APPROVED by the City Council December 10, 2024.

CITY OF TOPEKA, KANSAS



Michael A. Padilla, Mayor

ATTEST:

  
Brenda Younger, City Clerk





**City of Topeka**  
**Council Action Form**  
**Council Chambers**  
**214 SE 8th Street**  
**Topeka, Kansas 66603**  
**www.topeka.org**  
June 17, 2025

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**DATE:** June 17, 2025  
**CONTACT PERSON:** Amanda Stanley, City Attorney  
**DOCUMENT #:**  
**SECOND PARTY/SUBJECT:** Anti-discrimination Policies  
**PROJECT #:**  
**CATEGORY/SUBCATEGORY** 013 Ordinances - Codified / 002 Administration  
**CIP PROJECT:** No  
**ACTION OF COUNCIL:** Refer to Policy and Finance Committee 05-06-25.  
**JOURNAL #:**  
**PAGE #:**

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**DOCUMENT DESCRIPTION:**

**ORDINANCE** introduced by City Manager Dr. Robert M. Perez, updating anti-discrimination policies in the Topeka Municipal code, amending and repealing original Sections 2.105.010, 2.105.040, 2.105.050, 2.255.040, 3.30.440, 3.30.470, 3.30.480, 9.20.020 and 9.20.030 and repealing in their entirety Sections 2.20.120, 3.30.420 and 3.30.460. *(Approved by the Policy & Finance Committee on June 10, 2025)*

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

*(Approval will update antidiscrimination policies in the Topeka Municipal Code.)*

**VOTING REQUIREMENTS:**

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

**POLICY ISSUE:**

Whether to update various city code provisions due to executive orders at the federal level impacting the distribution of federal funds

**STAFF RECOMMENDATION:**

Staff recommends the City Council move to adopt the ordinance.

**BACKGROUND:**

The City receives approximately \$45 to \$55 million in federal funding which helps provide vital services in the areas of homelessness, affordable housing, domestic violence, and infrastructure. Due to changes at the federal level, grant recipients are being required to certify the entity does not have certain programs. As the loss of these funds would have a significant impact on the community, the proposed ordinance has been presented. Following discussion at the Governing Body level, the ordinance was sent to the Policy and Finance Committee. Staff worked with the Chair to limit the proposed changes to a minimum. The revised ordinance was reviewed by the Committee and sent back to the Governing Body with a recommendation for passage.

**BUDGETARY IMPACT:**

Potential loss of federal funding

**SOURCE OF FUNDING:**

Not Applicable

**ATTACHMENTS:**

**Description**

Ordinance Recommended by the Policy and Finance Committee (Dated May 27, 2025)

Ordinance (Dated April 22, 2025)

P&F Committee Referral Report (June 10, 2025)

P&F Committee Excerpt (June 10, 2025)

Memo- City Attorney Amanda Stanley (June 10, 2025)

Memo- Housing Services-HUD Funding (June 6, 2025)

Secretary of Transportation (April 24, 2025)

Deputy Attorney General-Civil Rights (May 19, 2025)

Statement of Compliance-Title 8 Sanctuary-Nevada

US Dept. of Transportation-SS4A Grant Program (May 2025)

US Dept. of Justice-Civil Rights (May 19, 2025)

(Published in the Topeka Metro News \_\_\_\_\_)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE introduced by City Manager Dr. Robert M. Perez, updating anti-discrimination policies in the Topeka Municipal code, amending and repealing original § 2.105.010, § 2.105.040, § 2.105.050, § 2.255.040, § 3.30.440, § 3.30.470, § 3.30.480, § 9.20.020 and § 9.20.030 and repealing in their entireties § 2.20.120, § 3.30.420 and § 3.30.460.

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

Section 1. That section 2.20.120, Office of Diversity, Equity and Inclusion, of The Code of the City of Topeka, Kansas, is hereby repealed.

**~~Office of Diversity, Equity and Inclusion.~~**

~~Created — Officer. There is hereby created an Office of Diversity, Equity and Inclusion. The Officer shall be appointed by the City Manager and be known as the Chief Diversity, Equity and Inclusion Officer. The City Manager, pursuant to Charter Ordinance No. 94, shall be responsible for supervising and evaluating the performance of the Officer.~~

Section 2. That section 2.105.010, Policy, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

**Policy.**

(a) Policy Statement. It is the policy of the City to ~~take affirmative action to achieve~~provide equal ~~treatment, diversity and inclusion~~opportunity when employing individuals and not to discriminate against any individual based on his/her age, color, disability, familial status, ~~gender identity~~, genetic information, national origin, ancestry, race, religion, sex which includes gender identity and sexual orientation per the United States Supreme Court in Bostock v. Clayton County Georgia 590 U.S. 644 (2020),

~~sexual orientation, veteran status or any other factor protected by law (“protected class”). This shall apply to all personnel actions and procedures including, but not limited to, recruitment, hiring, training, transfer, promotion, compensation and other benefits.~~

(b) General Objectives. It is the objective of the City to develop procedures for monitoring the application flow, final hiring, and disposition of all applicants in accordance with equal opportunity law.

~~(1) Intensify efforts to recruit applicants within a protected class for every level of responsibility;~~

~~(2) Develop special training programs to qualify persons within a protected class for beginning level positions and for advancement; and~~

~~(3) Develop procedures for monitoring the application flow, final hiring and disposition of persons within a protected class.~~

(c) Administrative Responsibility. The City Manager and all department directors shall be responsible for ensuring that the City is in compliance with equal opportunity law when employing individuals within all departments in accordance with the equal employment opportunity policy. ~~takes affirmative action to achieve equal opportunity, inclusion and diversity when employing individuals within all departments in accordance with the equal employment opportunity/affirmative action policy. The Office of Diversity, Equity and Inclusion, in conjunction with the Director of Human Resources or designee, shall be responsible for developing recruitment and training programs to include employment goals for each City department.~~

Section 3. That section 2.105.040, Reports and records, of The Code of the

City of Topeka, Kansas, is hereby amended to read as follows:

**Reports and records.**

The Director of Human Resources or designee shall comply with required equal employment opportunity/~~affirmative action~~ reporting. Position interview records and information related to new hires, transfers, promotions and terminations shall be maintained by the Human Resources Department.

Section 4. That section 2.105.050, Equal Opportunity Officer of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

**Equal Opportunity Officer.**

(a) Designated Officer. The ~~Chief Diversity, Equity and Inclusion Officer~~Human Resources Director is designated as the Equal Opportunity Officer to ensure equal employment opportunities.

(b) General Duties. It shall be the duty of the Equal Opportunity Officer to:

(1) Conduct periodic departmental reviews to determine compliance with the City's equal employment opportunity/~~affirmative action~~ policy;

(2) Report results obtained, problems encountered, and/or resistance or failure to implement the equal employment opportunity/~~affirmative action~~ policy to the Governing Body, City Manager and Human Relations Commission and provide recommendations to resolve any problems identified; and

(3) Serve as a consultant to the Governing Body, City Manager and department directors in developing recruitment programs, selection procedures, training programs or other personnel functions necessary to implement the City's equal employment opportunity/~~affirmative action~~ policy; and



~~(4) Recruit personnel in such a manner that clearly demonstrates the City's interest in employing persons within a protected class; and~~

~~(5) Establish communication with institutions and organizations that provide referral of qualified applicants within a protected class for available positions.~~

Section 5. That section 2.255.040, Duties and responsibilities, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

**Human Relations Commission; Duties and responsibilities.**

The Commission shall:

(a) Support and advise the City of Topeka in its efforts to eliminate prejudice on the basis of membership in a protected class described in TMC 9.20.020, further goodwill among all people of the City and promote cooperation and conciliation within the City.

(b) Select one or more issues or topics of special focus to conduct research on, advocate on behalf of, and/or develop policy recommendations relating to, which shall be adopted on an annual basis by February 1st. The chosen issue or topic may be directly or indirectly related to the City of Topeka government and/or in the greater City of Topeka community. The Commission may produce progress reports, engage with staff, and/or engage with the Governing Body in this process. Results shall be reported in the Commission's Annual Report.

(c) Engage in one or more of the following activities relating to the Commission's mission and/or chosen issue or topic:

(1) Hold Town Hall meetings and public forums;

(2) Conduct inclusive outreach and education activities and develop

resources relevant to human and civil rights issues;

(3) Partner with related organizations and groups;

(4) Develop and administer annual and/or periodic programs recognizing individuals and/or organizations who have advanced the mission of the Human Relations Commission;

(5) Refer public concerns related to civil ~~rights~~, and human rights, ~~and affirmative action~~ to the appropriate agency and/or Governing Body for the sole purpose of providing assistance and support to the aggrieved party or parties as they pursue redress; and/or

(6) Develop and recommend policy and/or administrative changes to the City Manager and Governing Body when the Commission finds a special need for such or deems necessary because of concerns received under subsection (c)(5) of this section.

(d) Review quarterly ~~affirmative~~-contracting reports and report concerns to the City Manager.

(e) Review quarterly reports from the Independent Police Auditor and report any concerns to the City Manager.

(f) By February 1st on an annual basis, the Commission shall prepare and submit an annual report to the Governing Body of the Commission's activities, identifying issues and problem areas within the Topeka community and, after reviewing the performance of the Commission during the year, propose any modifications to this chapter and Chapters 2.105, 2.250, and 9.20 TMC that would improve the effectiveness of the Commission and better fulfill the antidiscrimination policies of the City.

122           Section 6.   That section 3.30.420, Incorporation of affirmative action, of The  
123 Code of the City of Topeka, Kansas, is hereby repealed:

124           **~~Incorporation of affirmative action.~~**

125           ~~All affirmative action procedures required for public contracts shall be applicable~~  
126 ~~and are incorporated by reference.~~

127           Section 7.   That section 3.30.440, Definitions, of The Code of the City of  
128 Topeka, Kansas, is hereby amended to read as follows:

129           **Definitions.**

130           The following words, terms and phrases, when used in this article, shall have the  
131 meanings ascribed to them in this section, except where the context clearly indicates a  
132 different meaning:

133           ~~“Affirmative action program” means a positive program designed to ensure that a~~  
134 ~~good faith effort will be made to employ applicants and to treat employees during~~  
135 ~~employment equally without regard to their race, religion, creed, color, sex, disability~~  
136 ~~which is unrelated to the ability to perform a particular job or occupation, national origin,~~  
137 ~~ancestry or age. Such program shall include, where applicable, but not be limited to, the~~  
138 ~~following:~~

139           ~~(1) Recruitment and recruitment advertising;~~

140           ~~(2) Employment, including upgrading, promotion, demotion, transfer, layoff or~~  
141 ~~termination;~~

142           ~~(3) Rates of pay or other forms of compensation;~~

143           ~~(4) Other terms or conditions of employment; and~~

144           ~~(5) Selection for training, including apprenticeship.~~

145           ~~The program shall include goals, methods and timetables for implementation of~~  
146           ~~the program.~~

147           ~~“Certificate of compliance” means a written certificate issued by a State or~~  
148           ~~Federal agency charged with administration of a governmentally recognized affirmative~~  
149           ~~action program stating that the person named in the certificate is in compliance with the~~  
150           ~~terms of an affirmative action program filed by the named person with the State or~~  
151           ~~Federal agency.~~

152           “Contract” means any contract, agreement, purchase order or arrangement  
153           required or permitted by the ordinances of the City to which the City shall be a  
154           contracting party and which shall hereafter be entered into or renewed, except the  
155           following:

156           ~~(1) Emergency requisitions for goods, supplies and services as provided for by~~  
157           ~~the Contracts and Procurement Division;~~

158           ~~(2)~~   Imprest accounts in the nature of petty cash funds;

159           ~~(3)~~   Any bona fide religious institutions with respect to any qualifications for  
160           employment when such qualifications are related to a bona fide religious purpose; and

161           ~~(4)~~   Any type of employment where religious creed, national origin or ancestry  
162           would be considered an essential qualification for employment. or

163           ~~(5) Contracts for goods, supplies or services, the cost of which will not exceed~~  
164           ~~\$15,000; provided, however, that if any contractor shall do a total annual business with~~  
165           ~~the City in excess of \$15,000, such contractor shall submit an affirmative action~~  
166           ~~program in writing to the Contracts and Procurement Division. For the purposes of this~~  
167           ~~article, total annual business shall be measured by the amount of business done by the~~

168 ~~contractor with the City during either the current or the preceding fiscal year of the City.~~

169 “Contracting agency” means any department, agency, commission or authority of  
170 the City which enters into contracts.

171 “Contractor” means any individual, partnership, corporation, association or other  
172 entity, or any combination of the foregoing, which enters into a contract with the City  
173 ~~and which has four or more employees during the term of the contract with the City.~~

174 “Disadvantaged business enterprise” means small business concerns controlled  
175 by socially and economically disadvantaged individuals or women.

176 “Minority business enterprise” means a business at least 51 percent of which is  
177 owned and operated by a minority or by minority group members or, in the case of a  
178 publicly owned business or corporation, at least 51 percent of the stock of which is  
179 owned by minority group members.

180 “Performance of work” means the furnishing of any personal service, labor,  
181 materials or equipment used in the fulfillment of a contractor’s obligation under a City  
182 contract.

183 “Person” means any natural person, contractor, subcontractor, supplier of goods  
184 or services, or any agent, servant or employee of any of the foregoing. As used in this  
185 article, the word “person” is a generic term unless the context clearly indicates  
186 otherwise.

187 “Subcontractor” means, in a construction project, any individual, partnership,  
188 corporation, association or other entity, or any combination of the foregoing, who shall  
189 undertake, by virtue of a separate contract directly with the general contractor awarded  
190 the construction project, to fulfill all or any part of any contractor’s obligation, exclusive

191 of a contract solely to furnish supplies, ~~and who has four or more employees during the~~  
192 ~~term of the subcontract.~~

193 "Women business enterprise" means a business at least 51 percent of which is  
194 owned and operated by a woman or by women or, in the case of a publicly owned  
195 business or corporation, at least 51 percent of the stock of which is owned by a woman  
196 or women.

197 Section 8. That section 3.30.460, Affirmative action programs, of The Code of  
198 the City of Topeka, Kansas, is hereby repealed:

199 **~~Affirmative action programs~~**

200 ~~(a) Submission of Program. All persons seeking to enter into a contract with the~~  
201 ~~City shall submit in writing to the Contracts and Procurement Division either an~~  
202 ~~affirmative action program, a certificate of compliance, or such other certificate as is~~  
203 ~~acceptable to the Contracts and Procurement Division which evidences the adoption of~~  
204 ~~an affirmative action program. Such affirmative action program, certificate of compliance~~  
205 ~~or other certificate shall be approved and on file with the Contracts and Procurement~~  
206 ~~Division, or such plan shall be submitted with the contract bid. If no affirmative action~~  
207 ~~plan is submitted with the contract bid, the bid will be considered nonresponsive and will~~  
208 ~~not be accepted. If any person shall fail or refuse to submit an affirmative action~~  
209 ~~program as required by this article, such person shall be ineligible to enter into any City~~  
210 ~~contract until the person has so complied.~~

211 ~~(b) Review by Contracts and Procurement Division.~~

212 ~~(1) Affirmative Action Program. The Contracts and Procurement Division shall~~  
213 ~~receive and review affirmative action programs submitted to it, and shall approve any~~



~~such program or shall specify in writing any modification of the program needed to make it conform to the requirements of this article; provided, that prior to final rejection of the program, the Contracts and Procurement Division shall advise and consult with the person submitting such program for the purpose of assisting the person to develop an acceptable affirmative action program.~~

~~(2) Certificates of Compliance. The Contracts and Procurement Division shall receive and accept certificates of compliance as conforming with the terms of this article respecting submission of affirmative action programs.~~

~~(3) Program Review Committee. A Program Review Committee shall be established for the purpose of reviewing and evaluating the City's minority business enterprise, women business enterprise and disadvantaged business enterprise utilization. The Committee members shall be designated by the City Manager. There shall be at least three members of the Committee and other members may be added by the City Manager. The Chief Diversity, Equity and Inclusion Officer, the Director of the Public Works Department, and the Director of the Contracts and Procurement Division shall all be members of the committee. All recommendations and determinations of the review committee may be appealed to the City Manager, whose decision shall be final and binding. The committee shall have the following duties and responsibilities:~~

~~(i) Establish, on an annual basis, percentage goals for the utilization of minority business enterprise, women business enterprise and disadvantaged business enterprise participation on City contracts. Goals shall be established upon consideration of the following factors: the number and type of contracts to be awarded, the number and type of minority, women, and socially and economically disadvantaged contractors~~

237 available, and past results of the City's minority business enterprise, women business  
238 enterprise and disadvantaged business enterprise utilization.

239 (ii) ~~Review and analyze, on a quarterly basis, minority business enterprise,~~  
240 ~~women business enterprise and disadvantaged business enterprise requirements, to~~  
241 ~~include evaluating the methods for achieving utilization goals and the guidelines for~~  
242 ~~ascertaining contractors' compliance with the City's policies and procedures.~~

243 (iii) ~~Report to the Governing Body on a quarterly basis, through the City~~  
244 ~~Manager, the findings from the review and analysis of minority business enterprise,~~  
245 ~~women business enterprise and disadvantaged business enterprise participation and~~  
246 ~~utilization. The Governing Body shall consider goals for the City's minority business~~  
247 ~~enterprise, women business enterprise and disadvantaged business enterprise~~  
248 ~~utilization in conjunction with the annual setting of budget priorities.~~

249 Section 9. That section 3.30.470, Contract conditions, of The Code of the City  
250 of Topeka, Kansas, is hereby amended to read as follows:

251 **Contract conditions.**

252 (a) Contents, Posting. All contracts to be executed by the City shall contain  
253 language therein requiring as a condition thereof that all persons contracting with the  
254 City shall not discriminate against any person in the performance of work under the  
255 contract because of age, race, sex, creed, color, disability which is unrelated to the  
256 ability to perform a particular job or occupation, familial status, genetic information,  
257 religion, national origin, ancestry or age, race, religion, sex which includes gender  
258 identity and sexual orientation per the United States Supreme Court in Bostock v.  
259 Clayton County Georgia 590 U.S. 644 (2020), veteran status or any other factor

protected by law, except by reason of demonstrably valid occupational disqualification.

Each person will post the office of employment of its premises with notices setting forth both the above-stated provisions and that the person agrees to abide by such provisions, ~~including implementation of the affirmative action program submitted in connection with the contract.~~ The contractor shall be bound by both the terms of this section and the rules and regulations. In all solicitations or advertisements for employees, the contractor shall include the phrase “equal opportunity employer” or a similar phrase to be approved by the Contracts and Procurement Division.

(b) Failure to Comply – Breach of Contract. If a contractor shall fail, refuse or neglect to comply with the terms of the contract conditions, such failure shall be deemed a total breach of the contract, and such contract may be terminated, canceled or suspended, in whole or in part, and such contractor may be declared ineligible for any further City contracts for a period of up to one year; provided, that if a contract is terminated, canceled or suspended for failure to comply with this section, the contractor shall have no claims for damages against the City on account of such termination, cancellation or suspension or declaration of ineligibility.

Section 10. That section 9.20.020, Policy, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

**Policy.**

The practice or policy of discrimination against persons by reason of their age, color, disability, familial status, ~~gender identity~~, genetic information, national origin or ancestry, race, religion, sex which includes gender identity and sexual orientation per the United States Supreme Court in Bostock v. Clayton County Georgia 590 U.S. 644

(2020), ~~sexual orientation~~, veteran status or any other factor protected by law (“protected class”) is a matter of concern to the City, since such discrimination not only threatens the rights and privileges of the inhabitants of the City but also menaces the institutions and foundations of a free democratic state. It is hereby declared to be the policy of the City, in exercise of its police power for the protection of the public safety, health and general welfare, for the maintenance of business and good government, and for the promotion of the City’s trade and commerce, to eliminate and prevent discrimination or segregation based on a protected class. It is further declared to be the policy of the City to assure equal opportunity and encouragement for every person, regardless of their membership in a protected class, to secure and hold, without discrimination, employment in any field of work or labor for which the person is otherwise properly qualified; to assure equal opportunity for all persons within this City to full and equal public accommodations and the full and equal use and enjoyment of the services, facilities, privileges and advantages of all governmental departments or agencies; and to assure equal opportunity for all persons within this City in housing.

Section 11. That section 9.20.030, Civil rights declared, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

**Civil rights declared.**

(a) The right of an otherwise qualified person to be free from discrimination because of that person’s ~~actual or perceived~~ age, color, disability, familial status, ~~gender identity~~, genetic information, national origin or ancestry, race, religion, sex which includes gender identity and sexual orientation per the United States Supreme Court in Bostock v. Clayton County Georgia 590 U.S. 644 (2020), ~~sexual orientation or veteran~~

status, or any other factor protected by law is recognized as, and declared to be, a civil right. This right shall include, but not be limited to, all of the following:

(1) The right to obtain and hold employment and the benefits associated therewith without discrimination.

(2) The right to the full enjoyment of any of the accommodations, advantages, facilities or privileges of any place of public accommodation without discrimination.

(3) The right to engage in property transactions, including obtaining housing for rental or sale and credit therefor, without discrimination.

(4) The right to exercise any right granted under this chapter without suffering coercion or retaliation.

(b) Because Federal and State law consistently address unlawful discriminatory and retaliatory practices related to the above-described civil rights, a separate enforcement procedure is not created.

Section 12. That original § 2.105.010, § 2.105.040, § 2.105.050, § 2.255.040, § 3.30.440, § 3.30.470, § 9.20.020 and § 9.20.030 of The Code of the City of Topeka, Kansas, are hereby specifically repealed.

Section 13. This ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper.

Section 14. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 15. Should any section, clause or phrase of this ordinance be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of this

329 ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

330 PASSED AND APPROVED by the Governing Body on \_\_\_\_\_.

331  
332 CITY OF TOPEKA, KANSAS

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337 \_\_\_\_\_  
338 Michael A. Padilla, Mayor

339 ATTEST:  
340  
341  
342 \_\_\_\_\_  
343 Brenda Younger, City Clerk



(Published in the Topeka Metro News \_\_\_\_\_)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE introduced by City Manager Dr. Robert M. Perez, updating anti-discrimination policies in the Topeka Municipal code, amending and repealing original § 2.105.010, § 2.105.040, § 2.105.050, § 2.255.040, § 3.30.440, § 3.30.470, § 3.30.480, § 9.20.020 and § 9.20.030 and repealing in their entirety § 2.20.120, § 3.30.420 and § 3.30.460.

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

Section 1. That section 2.20.120, Office of Diversity, Equity and Inclusion, of The Code of the City of Topeka, Kansas, is hereby repealed.

**~~Office of Diversity, Equity and Inclusion.~~**

~~Created — Officer. There is hereby created an Office of Diversity, Equity and Inclusion. The Officer shall be appointed by the City Manager and be known as the Chief Diversity, Equity and Inclusion Officer. The City Manager, pursuant to Charter Ordinance No. 94, shall be responsible for supervising and evaluating the performance of the Officer.~~

Section 2. That section 2.105.010, Policy, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

**Policy.**

(a) Policy Statement. It is the policy of the City to ~~take affirmative action to achieve~~provide equal ~~treatment, diversity and inclusion~~opportunity when employing individuals and not to discriminate against any individual based on his/her age, color, disability, familial status, ~~gender identity~~, genetic information, national origin, ancestry, race, religion, sex, ~~sexual orientation~~, veteran status or any other factor protected by law ("protected class"). This shall apply to all personnel actions and procedures

30 including, but not limited to, recruitment, hiring, training, transfer, promotion,  
31 compensation and other benefits.

32 ~~(b) General Objectives.~~

33 ~~(1) Intensify efforts to recruit applicants within a protected class for every level~~  
34 ~~of responsibility;~~

35 ~~(2) Develop special training programs to qualify persons within a protected class~~  
36 ~~for beginning level positions and for advancement; and~~

37 ~~(3) Develop procedures for monitoring the application flow, final hiring and~~  
38 ~~disposition of persons within a protected class.~~

39 ~~(c) Administrative Responsibility. The City Manager and all department directors~~  
40 ~~shall be responsible for ensuring that the City takes affirmative action to achieve equal~~  
41 ~~opportunity, inclusion and diversity when employing individuals within all departments in~~  
42 ~~accordance with the equal employment opportunity/affirmative action policy. The Office~~  
43 ~~of Diversity, Equity and Inclusion, in conjunction with the Director of Human Resources~~  
44 ~~or designee, shall be responsible for developing recruitment and training programs to~~  
45 ~~include employment goals for each City department.~~

46 Section 3. That section 2.105.040, Reports and records, of The Code of the  
47 City of Topeka, Kansas, is hereby amended to read as follows:

48 **Reports and records.**

49 The Director of Human Resources or designee shall comply with required equal  
50 employment opportunity/~~affirmative action~~ reporting. Position interview records and  
51 information related to new hires, transfers, promotions and terminations shall be  
52 maintained by the Human Resources Department.

53           Section 4.   That section 2.105.050, Equal Opportunity Officer of The Code of  
54 the City of Topeka, Kansas, is hereby amended to read as follows:

55           **Equal Opportunity Officer.**

56           (a) Designated Officer. The ~~Chief Diversity, Equity and Inclusion Officer~~Human  
57 Resources Director is designated as the Equal Opportunity Officer to ensure equal  
58 employment opportunities.

59           ~~(b) General Duties. It shall be the duty of the Equal Opportunity Officer to:~~

60           ~~(1) Conduct periodic departmental reviews to determine compliance with the~~  
61 ~~City's equal employment opportunity/affirmative action policy;~~

62           ~~(2) Report results obtained, problems encountered, and/or resistance or failure~~  
63 ~~to implement the equal employment opportunity/affirmative action policy to the~~  
64 ~~Governing Body, City Manager and Human Relations Commission and provide~~  
65 ~~recommendations to resolve any problems identified;~~

66           ~~(3) Serve as a consultant to the Governing Body, City Manager and department~~  
67 ~~directors in developing recruitment programs, selection procedures, training programs~~  
68 ~~or other personnel functions necessary to implement the City's equal employment~~  
69 ~~opportunity/affirmative action policy;~~

70           ~~(4) Recruit personnel in such a manner that clearly demonstrates the City's~~  
71 ~~interest in employing persons within a protected class; and~~

72           ~~(5) Establish communication with institutions and organizations that provide~~  
73 ~~referral of qualified applicants within a protected class for available positions.~~

74           Section 5.   That section 2.255.040, Duties and responsibilities, of The Code of  
75 the City of Topeka, Kansas, is hereby amended to read as follows:

**Human Relations Commission; Duties and responsibilities.**

The Commission shall:

(a) Support and advise the City of Topeka in its efforts to eliminate prejudice on the basis of membership in a protected class described in TMC 9.20.020, further goodwill among all people of the City and promote cooperation and conciliation within the City.

(b) Select one or more issues or topics of special focus to conduct research on, advocate on behalf of, and/or develop policy recommendations relating to, which shall be adopted on an annual basis by February 1st. The chosen issue or topic may be directly or indirectly related to the City of Topeka government and/or in the greater City of Topeka community. The Commission may produce progress reports, engage with staff, and/or engage with the Governing Body in this process. Results shall be reported in the Commission's Annual Report.

(c) Engage in one or more of the following activities relating to the Commission's mission and/or chosen issue or topic:

(1) Hold Town Hall meetings and public forums;

(2) Conduct inclusive outreach and education activities and develop resources relevant to human and civil rights issues;

(3) Partner with related organizations and groups;

(4) Develop and administer annual and/or periodic programs recognizing individuals and/or organizations who have advanced the mission of the Human Relations Commission;

(5) Refer public concerns related to civil ~~rights,~~and human rights,~~and affirmative~~

99 action to the appropriate agency and/or Governing Body for the sole purpose of  
100 providing assistance and support to the aggrieved party or parties as they pursue  
101 redress; and/or

102 (6) Develop and recommend policy and/or administrative changes to the City  
103 Manager and Governing Body when the Commission finds a special need for such or  
104 deems necessary because of concerns received under subsection (c)(5) of this section.

105 ~~(d) Review quarterly affirmative contracting reports and report concerns to the~~  
106 ~~City Manager.~~

107 (ed) Review quarterly reports from the Independent Police Auditor and report  
108 any concerns to the City Manager.

109 (fe) By February 1st on an annual basis, the Commission shall prepare and  
110 submit an annual report to the Governing Body of the Commission's activities,  
111 identifying issues and problem areas within the Topeka community and, after reviewing  
112 the performance of the Commission during the year, propose any modifications to this  
113 chapter and Chapters 2.105, 2.250, and 9.20 TMC that would improve the effectiveness  
114 of the Commission and better fulfill the antidiscrimination policies of the City.

115 Section 6. That section 3.30.420, Incorporation of affirmative action, of The  
116 Code of the City of Topeka, Kansas, is hereby repealed:

117 ~~**Incorporation of affirmative action.**~~

118 ~~All affirmative action procedures required for public contracts shall be applicable~~  
119 ~~and are incorporated by reference.~~

120 Section 7. That section 3.30.440, Definitions, of The Code of the City of  
121 Topeka, Kansas, is hereby amended to read as follows:

**Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~“Affirmative action program” means a positive program designed to ensure that a good faith effort will be made to employ applicants and to treat employees during employment equally without regard to their race, religion, creed, color, sex, disability which is unrelated to the ability to perform a particular job or occupation, national origin, ancestry or age. Such program shall include, where applicable, but not be limited to, the following:~~

~~(1) Recruitment and recruitment advertising;~~

~~(2) Employment, including upgrading, promotion, demotion, transfer, layoff or termination;~~

~~(3) Rates of pay or other forms of compensation;~~

~~(4) Other terms or conditions of employment; and~~

~~(5) Selection for training, including apprenticeship.~~

~~The program shall include goals, methods and timetables for implementation of the program.~~

~~“Certificate of compliance” means a written certificate issued by a State or Federal agency charged with administration of a governmentally recognized affirmative action program stating that the person named in the certificate is in compliance with the terms of an affirmative action program filed by the named person with the State or Federal agency.~~



“Contract” means any contract, agreement, purchase order or arrangement required or permitted by the ordinances of the City to which the City shall be a contracting party and which shall hereafter be entered into or renewed, except the following:

~~(1) Emergency requisitions for goods, supplies and services as provided for by the Contracts and Procurement Division;~~

~~(21)~~ Imprest accounts in the nature of petty cash funds;

~~(32)~~ Any bona fide religious institutions with respect to any qualifications for employment when such qualifications are related to a bona fide religious purpose; and

~~(43)~~ Any type of employment where religious creed, national origin or ancestry would be considered an essential qualification for employment. or

~~(5) Contracts for goods, supplies or services, the cost of which will not exceed \$15,000; provided, however, that if any contractor shall do a total annual business with the City in excess of \$15,000, such contractor shall submit an affirmative action program in writing to the Contracts and Procurement Division. For the purposes of this article, total annual business shall be measured by the amount of business done by the contractor with the City during either the current or the preceding fiscal year of the City.~~

“Contracting agency” means any department, agency, commission or authority of the City which enters into contracts.

“Contractor” means any individual, partnership, corporation, association or other entity, or any combination of the foregoing, which enters into a contract with the City, and which has four or more employees during the term of the contract with the City.

~~“Disadvantaged business enterprise” means small business concerns controlled~~

168 ~~by socially and economically disadvantaged individuals or women.~~

169 ~~“Minority business enterprise” means a business at least 51 percent of which is~~  
170 ~~owned and operated by a minority or by minority group members or, in the case of a~~  
171 ~~publicly owned business or corporation, at least 51 percent of the stock of which is~~  
172 ~~owned by minority group members.~~

173 “Performance of work” means the furnishing of any personal service, labor,  
174 materials or equipment used in the fulfillment of a contractor’s obligation under a City  
175 contract.

176 “Person” means any natural person, contractor, subcontractor, supplier of goods  
177 or services, or any agent, servant or employee of any of the foregoing. As used in this  
178 article, the word “person” is a generic term unless the context clearly indicates  
179 otherwise.

180 “Subcontractor” means, in a construction project, any individual, partnership,  
181 corporation, association or other entity, or any combination of the foregoing, who shall  
182 undertake, by virtue of a separate contract directly with the general contractor awarded  
183 the construction project, to fulfill all or any part of any contractor’s obligation, exclusive  
184 of a contract solely to furnish supplies, ~~and who has four or more employees during the~~  
185 ~~term of the subcontract.~~

186 ~~“Women business enterprise” means a business at least 51 percent of which is~~  
187 ~~owned and operated by a woman or by women or, in the case of a publicly owned~~  
188 ~~business or corporation, at least 51 percent of the stock of which is owned by a woman~~  
189 ~~or women.~~

190 Section 8. That section 3.30.460, Affirmative action programs, of The Code of

the City of Topeka, Kansas, is hereby repealed:

**~~Affirmative action programs~~**

~~(a) Submission of Program. All persons seeking to enter into a contract with the City shall submit in writing to the Contracts and Procurement Division either an affirmative action program, a certificate of compliance, or such other certificate as is acceptable to the Contracts and Procurement Division which evidences the adoption of an affirmative action program. Such affirmative action program, certificate of compliance or other certificate shall be approved and on file with the Contracts and Procurement Division, or such plan shall be submitted with the contract bid. If no affirmative action plan is submitted with the contract bid, the bid will be considered nonresponsive and will not be accepted. If any person shall fail or refuse to submit an affirmative action program as required by this article, such person shall be ineligible to enter into any City contract until the person has so complied.~~

~~(b) Review by Contracts and Procurement Division.~~

~~(1) Affirmative Action Program. The Contracts and Procurement Division shall receive and review affirmative action programs submitted to it, and shall approve any such program or shall specify in writing any modification of the program needed to make it conform to the requirements of this article; provided, that prior to final rejection of the program, the Contracts and Procurement Division shall advise and consult with the person submitting such program for the purpose of assisting the person to develop an acceptable affirmative action program.~~

~~(2) Certificates of Compliance. The Contracts and Procurement Division shall receive and accept certificates of compliance as conforming with the terms of this article~~

214 ~~respecting submission of affirmative action programs.~~

215 ~~(3) Program Review Committee. A Program Review Committee shall be~~  
216 ~~established for the purpose of reviewing and evaluating the City's minority business~~  
217 ~~enterprise, women business enterprise and disadvantaged business enterprise~~  
218 ~~utilization. The Committee members shall be designated by the City Manager. There~~  
219 ~~shall be at least three members of the Committee and other members may be added by~~  
220 ~~the City Manager. The Chief Diversity, Equity and Inclusion Officer, the Director of the~~  
221 ~~Public Works Department, and the Director of the Contracts and Procurement Division~~  
222 ~~shall all be members of the committee. All recommendations and determinations of the~~  
223 ~~review committee may be appealed to the City Manager, whose decision shall be final~~  
224 ~~and binding. The committee shall have the following duties and responsibilities:~~

225 ~~(i) Establish, on an annual basis, percentage goals for the utilization of minority~~  
226 ~~business enterprise, women business enterprise and disadvantaged business~~  
227 ~~enterprise participation on City contracts. Goals shall be established upon consideration~~  
228 ~~of the following factors: the number and type of contracts to be awarded, the number~~  
229 ~~and type of minority, women, and socially and economically disadvantaged contractors~~  
230 ~~available, and past results of the City's minority business enterprise, women business~~  
231 ~~enterprise and disadvantaged business enterprise utilization.~~

232 ~~(ii) Review and analyze, on a quarterly basis, minority business enterprise,~~  
233 ~~women business enterprise and disadvantaged business enterprise requirements, to~~  
234 ~~include evaluating the methods for achieving utilization goals and the guidelines for~~  
235 ~~ascertaining contractors' compliance with the City's policies and procedures.~~

236 ~~(iii) Report to the Governing Body on a quarterly basis, through the City~~

237 ~~Manager, the findings from the review and analysis of minority business enterprise,~~  
238 ~~women business enterprise and disadvantaged business enterprise participation and~~  
239 ~~utilization. The Governing Body shall consider goals for the City's minority business~~  
240 ~~enterprise, women business enterprise and disadvantaged business enterprise~~  
241 ~~utilization in conjunction with the annual setting of budget priorities.~~

242 Section 9. That section 3.30.470, Contract conditions, of The Code of the City  
243 of Topeka, Kansas, is hereby amended to read as follows:

244 **Contract conditions.**

245 (a) Contents, Posting. All contracts to be executed by the City shall contain  
246 language therein requiring as a condition thereof that all persons contracting with the  
247 City shall not discriminate against any person in the performance of work under the  
248 contract because of age, race, sex, creed, color, disability which is unrelated to the  
249 ability to perform a particular job or occupation, familial status, genetic information,  
250 ~~religion, national origin, ancestry or age, race, religion, sex, veteran status or any other~~  
251 factor protected by law, except by reason of demonstrably valid occupational  
252 disqualification. Each person will post the office of employment of its premises with  
253 notices setting forth both the above-stated provisions and that the person agrees to  
254 abide by such provisions, ~~including implementation of the affirmative action program~~  
255 ~~submitted in connection with the contract.~~ The contractor shall be bound by both the  
256 terms of this section and the rules and regulations. In all solicitations or advertisements  
257 for employees, the contractor shall include the phrase "equal opportunity employer" or a  
258 similar phrase to be approved by the Contracts and Procurement Division.

259 (b) Failure to Comply – Breach of Contract. If a contractor shall fail, refuse or

neglect to comply with the terms of the contract conditions, such failure shall be deemed a total breach of the contract, and such contract may be terminated, canceled or suspended, in whole or in part, and such contractor may be declared ineligible for any further City contracts for a period of up to one year; provided, that if a contract is terminated, canceled or suspended for failure to comply with this section, the contractor shall have no claims for damages against the City on account of such termination, cancellation or suspension or declaration of ineligibility.

Section 10. That section 9.20.020, Policy, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

**Policy.**

The practice or policy of discrimination against persons by reason of their age, color, disability, familial status, ~~gender identity~~, genetic information, national origin or ancestry, race, religion, sex, ~~sexual orientation~~, veteran status or any other factor protected by law ("protected class") is a matter of concern to the City, since such discrimination not only threatens the rights and privileges of the inhabitants of the City but also menaces the institutions and foundations of a free democratic state. It is hereby declared to be the policy of the City, in exercise of its police power for the protection of the public safety, health and general welfare, for the maintenance of business and good government, and for the promotion of the City's trade and commerce, to eliminate and prevent discrimination or segregation based on a protected class. It is further declared to be the policy of the City to assure equal opportunity and encouragement for every person, regardless of their membership in a protected class, to secure and hold, without discrimination, employment in any field of work or labor for which the person is



otherwise properly qualified; to assure equal opportunity for all persons within this City to full and equal public accommodations and the full and equal use and enjoyment of the services, facilities, privileges and advantages of all governmental departments or agencies; and to assure equal opportunity for all persons within this City in housing.

Section 11. That section 9.20.030, Civil rights declared, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

**Civil rights declared.**

(a) The right of an otherwise qualified person to be free from discrimination because of that person's ~~actual or perceived~~ age, color, disability, familial status, ~~gender identity,~~ genetic information, national origin or ancestry, race, religion, sex, ~~sexual orientation or veteran status,~~ or any other factor protected by law is recognized as, and declared to be, a civil right. This right shall include, but not be limited to, all of the following:

(1) The right to obtain and hold employment and the benefits associated therewith without discrimination.

(2) The right to the full enjoyment of any of the accommodations, advantages, facilities or privileges of any place of public accommodation without discrimination.

(3) The right to engage in property transactions, including obtaining housing for rental or sale and credit therefor, without discrimination.

(4) The right to exercise any right granted under this chapter without suffering coercion or retaliation.

(b) Because Federal and State law consistently address unlawful discriminatory

and retaliatory practices related to the above-described civil rights, a separate enforcement procedure is not created.

Section 12. That original § 2.105.010, § 2.105.040, § 2.105.050, § 2.255.040, § 3.30.440, § 3.30.470, § 9.20.020 and § 9.20.030 of The Code of the City of Topeka, Kansas, are hereby specifically repealed.

Section 13. This ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper.

Section 14. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 15. Should any section, clause or phrase of this ordinance be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

PASSED AND APPROVED by the Governing Body on \_\_\_\_\_.

CITY OF TOPEKA, KANSAS

\_\_\_\_\_  
Michael A. Padilla, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Younger, City Clerk

# COMMITTEE REFERRAL SHEET

## COMMITTEE REPORT

**Name of Committee:** Policy & Finance

**Title:** Ordinance updating anti-discrimination policies in the Topeka Municipal code.

**Date referred from Council meeting:** May 6, 2025

**Date referred from Committee:** June 10, 2025

**Committee Action:** MOTION: Committee chair Duncan made a motion to approve and move forward to the Governing Body for action. Committee member Miller seconded. Motion approved 3-0-0.

**Comments:**

**Members of Committee:** Councilmembers Spencer Duncan (Chair), Marcus Miller, Michelle Hoferer

**Agenda Date Requested:** June 17, 2025



# **CITY OF TOPEKA**

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CITY COUNCIL  
City Hall, 215 SE 7<sup>th</sup> 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](mailto:councilassist@topeka.org)  
[www.topeka.org](http://www.topeka.org)

## EXCERPT

HOLLIDAY 1<sup>st</sup> FLOOR CONFERENCE ROOM, Topeka, Kansas, Tuesday, June 10, 2025. The Policy & Finance Committee members met at 10:00 A.M., with the following Committee members present: Duncan (Chair), Marcus Miller, Michelle Hoferer.

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

APPROVAL by the Committee to proceed to the Governing Body to update anti-discrimination policies in the Topeka code.

### **Ordinance-Update Anti-discrimination policies-Amending**

Committee Chair Duncan spoke to the May 6, 2025 Governing Body meeting vote which was unanimous to send back to the Policy & Finance Committee to make changes to the anti-discrimination policies. The goal is to make sure City ordinances are up to date with federal law and not be reactionary to the federal administration. He added the challenge is to find the balance between having integrity for the City and to ensure funds are not lost. He emphasized after listening and receiving input from Council members and community the proposed ordinance has been reviewed line by line to: (1) establish an up to date document with current laws and have compliance with the rulings (2) meet City values and objectives.

Committee member Miller spoke to the importance of the City values and continuing to have community support for everyone regardless of their race, sex, or religion.

Committee Chair Duncan continued to speak to the difference between affirmative action and equal opportunity. He added items with equal opportunity are being proposed to stay in the new version of the proposed ordinance.

City Attorney Stanley provided a high-level overview of memorandums that have been received from the Federal Government; including the Department of Transportation, Attorney General's office providing their view of discrimination. She spoke to certifying for federal funds which involves ensuring compliance with various rules and regulations when applying for or receiving funding from the federal government, including when applying for grants. She continued to speak to cases from the U.S. Department of Justice (DOJ) and noted that branches of the executive branch are now saying affirmative action is gone and that you must certify that you do not have a program that favors one race over another such as affirmative action or DEI. She

noted the DOJ is advocating citizens to use the False Claims Act to report cities; if found guilty you could be barred from receiving federal funds or receive severe penalties.

City Attorney Stanley continued to speak to the proposed ordinance language and the challenges with the new requirements being imposed on the City through federal grant terms tied to Executive Orders issued in 2025. She noted ensuring the City does not have legal implications through a DEI program or prioritize one particular group; while continuing to have equal opportunity for everyone. She reported the City does not have an office of DEI.

Committee Chair Duncan spoke to his support for the adjustments made to the ordinance versus the original version. He added the importance of the changes while keeping the integrity of the City.

Committee member Miller added his support for the new proposed ordinance with the new language. He thanked staff and Committee chair Duncan for their work. He added he wants the entire Governing Body thoughts concerning the adjustments to the language. He added the value of having public input.

Committee member Hoferer added her support and expressed her appreciation for the language consistencies, while also providing protection to the City.

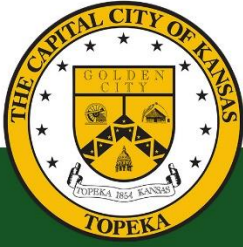
Public Comment was provided by Danielle Twemlow. She provided her support for the changes to the proposed ordinance. She stated that the new version is more reflective of the City. She continued to speak to changes within the Governing Body members and City administration and feels the language is specific to protect the values of the City.

City Attorney Stanley added the Planning and Development must sign for the next U.S. Department of Housing and Urban Development (HUD) funds by June 30, 2025. If it is not signed there will be no money remaining for Shelter Plus Care program.

Committee chair Duncan announced the Ordinance-Update Anti-discrimination policies will be on the June 17, 2025 Governing Body agenda as an action item. He thanked staff for their hard work and expressed his appreciation on the feedback from the community. He stated that all referenced documents will be included on the City of Topeka website in the Policy and Finance Committee agenda packet [www.topeka.org/citycouncil/policy-finance-committee](http://www.topeka.org/citycouncil/policy-finance-committee)

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

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# CITY OF TOPEKA

Legal Department  
215 SE 7<sup>th</sup> Street, Room 353  
Topeka, KS 66603

Amanda Stanley, City Attorney  
Tel: (785) 368-3883  
[www.topeka.org](http://www.topeka.org)

## MEMORANDUM

To: Policy and Finance Committee  
From: Amanda L. Stanley  
Re: Ordinance Changes due to federal fund requirements  
Date: June 10, 2025

This memorandum attempts to summarize the challenging new requirements being imposed on the City through federal grant terms at multiple federal agencies tied to Executive Orders issued in 2025. These terms affect eligibility, use of funds, and certification requirements, particularly regarding diversity, equity, inclusion, and immigration-related policies. This memo provides an overview of key provisions, legal implications, and the City's limitations in modifying or rejecting these terms.

### Examples of requirements commonly being seen to accept or apply for federal funds

#### 1. U.S. Department of Transportation (USDOT) – Safe Streets Grant

- Section 27.2, General Terms and Conditions (Page 25):
  - Grantees must cooperate with federal enforcement, including immigration-related inquiries.
  - Must certify compliance with all federal anti-discrimination laws.
  - Entities must not operate programs that promote DEI, DEIA, or what is described as “discriminatory equity ideology.”
  - Whistleblower protections are extended to employees reporting noncompliance.

#### 2. Office on Violence Against Women (OVW) Grants (the City has a large grant for domestic violence prosecution)

- Required certification that federal funds will not be used for:
  - Violating immigration law.
  - Promoting gender ideology (as defined in Executive Order 14168).
  - Supporting illegal DEI/DEIA programs.
  - Framing domestic violence as a systemic issue rather than a criminal offense.
  - Generic community development without a direct link to violence prevention.
  - Programs discouraging cooperation with law enforcement or immigration.
  - Services prioritizing undocumented individuals over U.S. citizens/legal residents.
  - Research or awareness campaigns lacking direct impact.



- Excessive consulting, training, or administrative expenses.

### 3. Department of Homeland Security (DHS) and FEMA

- Required adherence to anti-discrimination laws and explicit prohibition of DEI, DEIA, or equity ideology.
- Must cooperate with DHS and immigration enforcement; this is considered material to award decisions.
- Grant terms may be terminated unilaterally if the federal agency determines it no longer advances federal priorities.
- Executive Orders are incorporated by reference into all awards.

### 4. Community Development Block Grants (CDBG), HOME, and ESG

- Include similar provisions to those in the grants above limiting DEI programming and reinforcing cooperation with immigration enforcement.

### Legal Constraints on negotiating with federal agencies to not accept these terms

- The City has limited ability to amend federal grant terms unilaterally. HUD clarified in *King County v. Turner* that it will not accept altered agreements from local governments (see Paragraph 9 of HUD Declaration).
- Application platforms often require affirmative certification of all terms prior to submission; failure to do so may render the application ineligible.
- Federal grants can be terminated if the federal agency no longer feels the award advances federal priorities making legal challenges to lost grant money very challenging

### Risk of False Claims Act (FCA) Liability if the City certifies to these claims without ordinance amendments

- On May 19, 2025, Attorney General Bondi issued the Civil Rights Fraud Initiative Memo, signaling aggressive enforcement of federal civil rights laws through the FCA.
- The DOJ considers it a False Claims Act violation if a grantee certifies compliance with civil rights laws while operating affirmative action or race-conscious programs.
- This includes any programs “assigning benefits or burdens” based on race, ethnicity, or national origin, even if not labeled as “DEI.”
- Liability under the FCA includes treble damages and civil penalties. Cases may be brought by DOJ or private whistleblowers.

### Summary of Relevant Executive Orders

#### 1. Executive Order 14173

#### Ending Illegal Discrimination and Restoring Merit-Based Opportunity

- Terminates federal support for DEI/DEIA.
- Mandates all grants include certification that recipients do not operate DEI programs that violate civil rights laws.

- Revokes several prior executive orders, including those related to affirmative action, environmental justice, and LGBTQ+ protections.
- Grants may be revoked if recipients fail to comply.

2. Executive Order 14168

Defending Women from Gender Ideology Extremism

- Bans funding for programs promoting gender identity ideologies.
- Requires use of “sex” (not “gender”) on all federal forms.

3. Executive Order 14151

Ending Radical and Wasteful Government DEI Programs

- Ends DEI and environmental justice programs across federal agencies.
- Requires agencies to identify and terminate DEI positions and contracts.

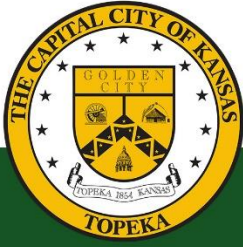
4. Executive Order 14185

Restoring America’s Fighting Forces

- Defines a “DEI office” as any unit that promotes preferential hiring or benefits based on race or sex.
- Used to assess programmatic compliance but not (yet) applied beyond the Department of Defense.

Attachments:

cc:



# CITY OF TOPEKA

Planning & Development Department  
Holliday Building, 620 SE Madison St., Unit 11  
Topeka, KS 66607

Rhiannon Friedman, Director  
Tel: 785-368-3728  
[www.topeka.org](http://www.topeka.org)

**To: Policy & Finance Committee**  
**From: Housing Services Division**  
**Date: June 6, 2025**  
**RE: Housing Services HUD Grant Funding**

As the Continuum of Care for Topeka and Shawnee County, the City of Topeka receives annual HUD funding allocations in the form of a Consolidated Action Plan Grant (Con Plan) and a Continuum of Care Grant (CoC).

#### **CoC Grant Overview:**

Our HUD 2024 CoC Grant award funds will be depleted at the end of June 2025. In May of each year we enter into a contract with HUD for our next year of awarded funds to help ensure there is not a lapse in service to the community utilizing programs supported by this grant funding. Our 2025 HUD CoC Grant awarded amount is \$1,577,151. Our CoC Grant fully funds our Shelter Plus Care Program in Topeka. Shelter Plus Care currently serves 142 households and pays out \$87,320 monthly for rent to qualified program participants. If we are not able enter into a contract agreement with HUD for our 2025 CoC Grant award we will need to determine how to fund the \$87,320 monthly rent allocations for Shelter Plus Care going forward until the contract is signed and the funds can be accessed.

#### **Con Plan Grant Overview:**

HUD notified the City of Topeka in May of our 2025 Con Plan Grant award. Our award for the 2025 Con Plan Grant totals \$2,436,602. We have received our Standard Form 424 (SF-424) but are on hold on the next steps of signing our contract agreement allowing us to receive the funds until action is taking by the Governing Body. These grant funds are used to administer our Community Development Block Grant programs (CDBG), HOME Investment Partnership Program (HOME), and Hearth Emergency Solutions Grant (HESG).

#### **Housing Services FTE Funding Sources:**

One of the many greatly beneficial things about our HUD funded grants is that they cover a portion of the cost for Housing Services Division to administer several of their various programs. For 2025 10.5 of our 17 full time employees (61%) have salaries fully supported by the administrative funding allocation of our Con Plan and CoC Grant.



THE SECRETARY OF TRANSPORTATION  
WASHINGTON, DC 20590

April 24, 2025

To All Recipients of U.S. Department of Transportation Funding:

The U.S. Department of Transportation (Department or DOT) distributes substantial Federal financial assistance for thousands of projects, programs, and activities operated or initiated by diverse entities, including but not limited to State and local governments. The Department administers this Federal financial assistance to support the development and maintenance of the Nation's transportation infrastructure, pursuant to statutory authority and in accordance with binding contractual agreements in the form of Federal financial assistance agreements, usually grants, cooperative agreements, and loans. Accordingly, I write to clarify and reaffirm pertinent legal requirements, to outline the Department's expectations, and to provide a reminder of your responsibilities and the consequences of noncompliance with Federal law and the terms of your financial assistance agreements. It is the policy of the Department to award and to continue to provide Federal financial assistance only to those recipients who comply with their legal obligations.

As recipients of such DOT funds, you have entered into legally enforceable agreements with the United States Government and are obligated to comply fully with all applicable Federal laws and regulations. These laws and regulations include the United States Constitution, Federal statutes, applicable rules, and public policy requirements, including, among others, those protecting free speech and religious liberty and those prohibiting discrimination and enforcing controls on illegal immigration. As Secretary of Transportation, I am responsible for ensuring recipients of DOT financial assistance are aware of and comply with all applicable legal obligations.

The Equal Protection principles of the Constitution prohibit State and Federal governmental entities from discriminating on the basis of protected characteristics, including race. Indeed, as the Supreme Court declared in *Students for Fair Admission, Inc. v. Harvard (SFFA)*, 600 U.S. 181, 206 (2023), "[t]he clear and central purpose of the Fourteenth Amendment was to eliminate all official state sources of invidious racial discrimination in the States." The Court further noted that "[o]ne of the principal reasons race is treated as a forbidden classification is that it demeans the dignity and worth of a person to be judged by ancestry instead of by his or her own merit and essential qualities." *Id.* at 220. In ruling that race-based admissions programs at universities violated the Equal Protection Clause, the Court made clear that discrimination based on race is, has been, and will continue to be unlawful, except in rare circumstances. *Id.* at 220-21. Similarly, sex-based classifications violate the Equal Protection Clause absent "exceedingly persuasive" justification. *See United States v. Virginia*, 518 U.S. 515, 533 (1996).



These constitutional principles are reinforced by the Civil Rights Act of 1964, which prohibits discrimination based on protected characteristics in the Federal funding and employment contexts in Title VI (42 U.S.C. § 2000d *et seq.*) and Title VII (42 U.S.C. § 2000e-2), as well as the applicable non-discrimination clauses in the Federal Aid Highway Act of 1973 (23 U.S.C. §§ 140 and 324 *et seq.*), the Airport and Airway Improvement Act of 1982, (49 U.S.C. § 47123), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 *et seq.*).

Based on binding Supreme Court precedent and these Federal laws, DOT is prohibited from discriminating based on race, color, national origin, sex, or religion in any of its programs or activities. Moreover, because DOT may not establish, induce, or endorse prohibited discrimination indirectly,<sup>1</sup> it must ensure that discrimination based on race, color, national origin, sex, or religion does not exist in the programs or activities it funds or financially assists.

These same principles apply to recipients of Federal financial assistance from DOT, as both a matter of Federal law and by virtue of contractual provisions governing receipt of DOT funding. Accordingly, DOT recipients are prohibited from engaging in discriminatory actions in their own policies, programs, and activities, including in administering contracts, and their employment practices.

Whether or not described in neutral terms, any policy, program, or activity that is premised on a prohibited classification, including discriminatory policies or practices designed to achieve so-called “diversity, equity, and inclusion,” or “DEI,” goals, presumptively violates Federal law. Recipients of DOT financial assistance must ensure that the personnel practices (including hiring, promotions, and terminations) within their organizations are merit-based and do not discriminate based on prohibited categories. Recipients are also precluded from allocating money received under DOT awards—such as through contracts or the provision of other benefits—based on suspect classifications. Any discriminatory actions in your policies, programs, and activities based on prohibited categories constitute a clear violation of Federal law and the terms of your grant agreements.

In addition, your legal obligations require cooperation generally with Federal authorities in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law. DOT has noted reported instances where some recipients of Federal financial assistance have declined to cooperate with ICE investigations, have issued driver’s licenses to individuals present in the United States in violation of Federal immigration law, or have otherwise acted in a manner that impedes Federal law enforcement. Such actions undermine Federal sovereignty in the enforcement of immigration law, compromise the safety and security of the transportation systems supported by DOT

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<sup>1</sup> See *SFFA*, 600 U.S. at 230; *Norwood v. Harrison*, 413 U.S. 455, 465 (1973).



financial assistance, and prioritize illegal aliens over the safety and welfare of the American people whose Federal taxes fund DOT's financial assistance programs.

Under the Constitution, Federal law is "the supreme Law of the Land." U.S. Const. Art. VI. That means that where Federal and State legal requirements conflict, States and State entities must follow Federal law. Declining to cooperate with the enforcement of Federal immigration law or otherwise taking action intended to shield illegal aliens from ICE detection contravenes Federal law and may give rise to civil and criminal liability. *See* 8 U.S.C. § 1324 and 8 U.S.C. § 1373. Accordingly, DOT expects its recipients to comply with Federal law enforcement directives and to cooperate with Federal officials in the enforcement of Federal immigration law. The Department also expects its recipients to ensure that the Federal financial assistance they receive from DOT is provided only to subrecipients, businesses, or service providers that are U.S. Citizens or U.S. Nationals and Lawful Permanent Residents (LPRs) or legal entities allowed to do business in the U.S. and which do not employ illegal aliens.

This letter provides notice of the Department's existing interpretation of Federal law. The Department will vigorously enforce the law on equal terms as to all its recipients and intends to take appropriate measures to assess their compliance based on the interpretation of Federal law set forth in this letter. Adherence to your legal obligations is a prerequisite for receipt of DOT financial assistance. Noncompliance with applicable Federal laws, or failure to cooperate generally with Federal authorities in the enforcement of Federal law, will jeopardize your continued receipt of Federal financial assistance from DOT and could lead to a loss of Federal funding from DOT.

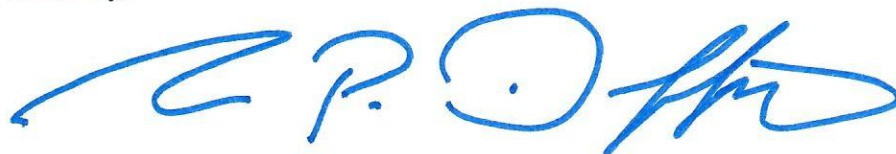
The Department retains authority, pursuant to its oversight responsibilities and the terms of your agreements, to initiate enforcement actions, such as comprehensive audits and possible recovery of funds expended in a manner contrary to the terms of the funding agreement. DOT may also terminate funding in response to substantiated breaches of the terms of the agreement, or if DOT determines that continued funding is no longer in the public interest. These steps, within DOT's discretion, are intended to ensure accountability and protect the integrity of Federal programs.

To assist grant recipients in meeting their legal obligations, DOT offers technical guidance and support through its program offices. Should you require clarification regarding your obligations, you are encouraged to contact your designated DOT representative promptly. Proactive engagement is strongly advised to prevent inadvertent noncompliance.



DOT remains committed to advancing a transportation system that serves the public interest efficiently and unleashes economic prosperity and a superior quality of life for American families. This mission depends upon your strict adherence to the legal framework governing our partnership, and I trust you will take all necessary steps to comply with Federal law and satisfy your legal obligations.

Sincerely,

A handwritten signature in blue ink, appearing to read "S.P. Duffy", with a stylized flourish at the end.

Sean P. Duffy



U.S. Department of Justice

Office of the Deputy Attorney General

The Deputy Attorney General

Washington, D.C. 20530

May 19, 2025

MEMORANDUM FOR      OFFICE OF THE ASSOCIATE ATTORNEY GENERAL  
CIVIL DIVISION  
CIVIL RIGHTS DIVISION  
CRIMINAL DIVISION  
EXECUTIVE OFFICE FOR UNITED STATES ATTORNEYS  
ALL UNITED STATES ATTORNEYS

FROM:                      THE DEPUTY ATTORNEY GENERAL *For Blanche*

SUBJECT:                   Civil Rights Fraud Initiative

Under Attorney General Bondi's leadership, "[t]he Department of Justice is committed to enforcing federal civil rights laws and ensuring equal protection under the law." Attorney General Memorandum, *Ending Illegal DEI and DEIA Discrimination and Preferences* (Feb. 5, 2025). One of the most effective ways to accomplish this objective is through vigorous enforcement of the False Claims Act, 31 U.S.C. § 3729 et seq., against those who defraud the United States by taking its money while knowingly violating civil rights laws.

The False Claims Act is the Justice Department's primary weapon against government fraud, waste, and abuse. Liability results in treble damages and significant penalties. It is implicated when a federal contractor or recipient of federal funds knowingly violates civil rights laws—including but not limited to Title IV, Title VI, and Title IX, of the Civil Rights Act of 1964—and falsely certifies compliance with such laws. Accordingly, a university that accepts federal funds could violate the False Claims Act when it encourages antisemitism, refuses to protect Jewish students, allows men to intrude into women's bathrooms, or requires women to compete against men in athletic competitions. Colleges and universities cannot accept federal funds while discriminating against their students.

The False Claims Act is also implicated whenever federal-funding recipients or contractors certify compliance with civil rights laws while knowingly engaging in racist preferences, mandates, policies, programs, and activities, including through diversity, equity, and inclusion (DEI) programs that assign benefits or burdens on race, ethnicity, or national origin. While racial discrimination has always been illegal, the prohibition on such policies became clear after the Supreme Court stated that "[e]liminating racial discrimination means eliminating all of it." *Students for Fair Admissions, Inc. v. President & Fellows of Harv. Coll.*, 600 U.S. 181, 205 (2023).



President Trump reinforced that principle in Executive Order 14173, *Ending Illegal Discrimination and Restoring Merit-Based Opportunity*, 90 Fed. Reg. 8633 (Jan. 21, 2025), explaining that racist policies “violate the text and spirit of our long-standing Federal civil-rights laws.” Nevertheless, many corporations and schools continue to adhere to racist policies and preferences—albeit camouflaged with cosmetic changes that disguise their discriminatory nature.

The federal government should not subsidize unlawful discrimination. To that end, I am standing up the Civil Rights Fraud Initiative. This Initiative will utilize the False Claims Act to investigate and, as appropriate, pursue claims against any recipient of federal funds that knowingly violates federal civil rights laws. This Initiative will be co-led by the Civil Division’s Fraud Section, which enforces the False Claims Act, and the Civil Rights Division, which enforces civil rights laws. Each division will identify a team of attorneys to aggressively pursue this work together. Each of the 93 United States Attorney’s Offices will identify an Assistant United States Attorney to advance these efforts.

To ensure a comprehensive approach, the Civil Fraud Section and the Civil Rights Division will engage in regular coordination meetings and share relevant information about potential violations. The Civil Fraud Section and the Civil Rights Division will also engage with the Criminal Division, as well as with other federal agencies that enforce civil rights requirements for federal funding recipients, including the Department of Education, the Department of Health and Human Services, the Department of Housing and Urban Development, and the Department of Labor. The Civil Fraud Section and the Civil Rights Division will also establish partnerships with state attorneys general and local law enforcement to share information and coordinate enforcement actions.

The Department recognizes that it alone cannot identify every instance of civil rights fraud. Congress likewise has recognized as much and, as a result, has authorized private parties to protect the public interest by filing lawsuits and litigating claims under the False Claims Act—and, if successful, sharing in any monetary recovery. *See* 31 U.S.C. § 3730. The Department strongly encourages these lawsuits. The Department also encourages anyone with knowledge of discrimination by federal-funding recipients to report that information to the appropriate federal authorities so that the Department may consider the information and take any appropriate action. Please visit <https://www.justice.gov/civil/report-fraud> for more information.



Statement of Compliance with  
Title 8, United States Code, Section 1373  
(a.k.a. Sanctuary Jurisdictions)

Award Information:

Subrecipient Agency/Organization		
Project Title		
Project/Award #		CFDA#: 16.738 (JAG)

Title 8, United States Code, Section 1373 (Section 1373) addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials. Subsection (a) prevents federal, state and local government entities and officials from “prohibit[ing] or in any way restrict[ing]” government officials or entities from sending to, or receiving from, federal immigration officers information concerning an individual’s citizenship or immigration status. Subsection (b) provides that no person or agency may “prohibit, or in any way restrict,” a federal, state, or local government entity from (1) sending to, or requesting or receiving from, federal immigration officers information regarding an individual’s immigration status, (2) maintaining such information, or (3) exchanging such information with any other federal, state, or local government entity. Section 1373 does not impose on states and localities the affirmative obligation to collect information from private individuals regarding their immigration status, nor does it require that states and localities take specific actions upon obtaining such information. Rather, the statute prohibits government entities and officials from taking action to prohibit or in any way restrict the maintenance or intergovernmental exchange of such information, including through written or unwritten policies or practices.

Your personnel must be informed that notwithstanding any state or local policies to the contrary, federal law does not allow any government entity or official to prohibit the sending or receiving of information about an individual’s citizenship or immigration status with any federal, state or local government entity and officials.

Please note: A grantee is required to assure and certify compliance with all applicable federal statutes, including Section 1373, as well as all applicable federal regulations, policies, guidelines and requirements. This requirement passes through to any subgrants that may be made and to any subrecipients that receive federal funds.

***Signatures required on page 2.***

## Special Conditions



***How would a determination that a subgrantee is in violation of federal law affect the state's designation and ability to receive future awards?***

A grantee is responsible to the federal government for the duration of the award. As the primary recipient of the award, the grantee is responsible for ensuring that subgrantees assure and certify compliance with federal program and grant requirements, laws, or regulations (e.g. Section 1373). If a grantee or subgrantee has policies or practices in effect that violate Section 1373, the grantee or subgrantee will be given a reasonable amount of time to remedy or clarify such policies to ensure compliance with applicable law. Failure to remedy any violations could result in the withholding of grant funds or ineligibility for future OJP grants or subgrants, or other administrative, civil, or criminal penalties, as appropriate. Our goal is to ensure that JAG grantees and subgrantees are in compliance with all applicable laws and regulations, including Section 1373, not to withhold vitally important criminal justice funding from states and localities.

For reference, below is a link to Title 8 U.S. Code Section 1373

<https://www.law.cornell.edu/uscode/text/8/1373>

I assure and certify the above named governmental agency/jurisdiction complies with Title 8, United States Code, Section 1373 and is not considered a "sanctuary jurisdiction".

\_\_\_\_\_  
**Authorized Authority Name (print/type)**

\_\_\_\_\_  
**Title:**

\_\_\_\_\_  
**Government Authority Signature:**  
(i.e., Sheriff, Chief, State Department Director, etc)

\_\_\_\_\_  
**Date:**

**AND**

\_\_\_\_\_  
**Agency's Legal Counsel Name (print/type)**

\_\_\_\_\_  
**Title:**

\_\_\_\_\_  
**Signature:**

\_\_\_\_\_  
**Date:**

**U.S. DEPARTMENT OF TRANSPORTATION**  
**GENERAL TERMS AND CONDITIONS UNDER THE**  
**FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL ("SS4A") GRANT**  
**PROGRAM:**  
**NHTSA PROJECTS**

**Date: May 2025**



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## GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “IIJA”) established the Safe Streets and Roads for All (the “SS4A”) Discretionary Grant Program (IIJA Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of IIJA to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2024 for the SS4A Discretionary Grant Program.

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2024 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

### ARTICLE 7 PURPOSE

**7.1 Purpose.** The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

### ARTICLE 8 USDOT ROLE

**8.1 Division of USDOT Responsibilities.**

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.



- (b) The National Highway Traffic Safety Administration (the “NHTSA”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “Administering Operating Administration” means the NHTSA.

**8.2 USDOT Program Contact.**

Max Severeid  
National Highway Traffic Safety Administration  
Office of Emergency Medical Services  
1200 New Jersey Avenue SE  
Washington, DC 20590  
max.severeid@dot.gov  
(206) 375-2318

**ARTICLE 9  
RECIPIENT ROLE**

**9.1 Statements on the Project.** The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

**9.2 Statements on Authority and Capacity.** The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; traffic safety responsibilities; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction; if applicable;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or safety responsibilities for that affect traffic safety within the recipient’s jurisdiction, to ensure that the activities conducted under this



agreement will be in compliance with this agreement and applicable Federal law;  
and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 27.7 on behalf of the Recipient.

**9.3 USDOT Reliance.** The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

**9.4 Project Delivery.**

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances required by applicable law, regulation or policy or as deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

**9.5 Rights and Powers Affecting the Project.**

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

- 9.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

## **ARTICLE 10 AWARD AMOUNT, OBLIGATION, AND TIME PERIODS**

- 10.1 Federal Award Amount** The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

**10.2 Federal Obligations.**

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is "Single," then the project-specific agreement obligates for the budget period the amount listed in Section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is "Multiple," (for phased agreements) then an amount up to the Grant Amount listed in Section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the NHTSA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the NHTSA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the NHTSA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the NHTSA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

### **10.3 Budget Period**

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

### **10.4 Period of Performance.**

(a) The period of performance for this award begins on the effective date of award listed in page 1, Block 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

**ARTICLE 11**  
**STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES**

- 11.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 4.3 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.
- 11.2 Statement of Work Changes.** If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.
- 11.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant date(s):
- (1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
  - (2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6 (i.e., for projects with multiple phases, changes to the base phase budget period end date for projects with two phases, or changes to base or secondary phase budget period end dates for projects with three phases, etc., will not trigger notification/modification requirements).

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

**11.4 Budget Changes.**

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
- (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
  - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:
- (1) the "Non-Federal Funds" amount decreases; or



- (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:
  - (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
  - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SS4A Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3(a).

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).
- 11.5 USDOT Acceptance of Changes.** The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

## **ARTICLE 12 GENERAL REPORTING TERMS**

- 12.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.3. Reports will be added to a central repository maintained by NHTSA.
- 12.2 Alternative Reporting Methods.** NHTSA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the NHTSA.
- 12.3 Paperwork Reduction Act Notice.**

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "OMB"). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

## **ARTICLE 13 PROGRESS AND FINANCIAL REPORTING**

- 13.1 Quarterly Performance Progress Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup>) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year quarter that begins after the date of this agreement.
- 13.2 Quarterly Financial Status.** Quarterly, on or before the 20<sup>th</sup> day of the first month of each calendar year (e.g., reports due on or before January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup>) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.
- 13.3 Final Performance Progress Reports and Financial Status.** No later than 120 days after the end of the period of performance, the Recipient shall submit:



- (1) a Final Performance Progress Report in the format and with the content described in Exhibit C for each Quarterly Performance Progress Report, including a final Federal Financial Report (SF-425); and
- (2) any other information required under the Administering Operating Administration's award closeout procedures.

## **ARTICLE 14**

### **PERFORMANCE REPORTING**

#### **14.1 Baseline Performance Measurement.** Recipients shall:

- (1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
- (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

#### **14.2 SS4A Final Report.**

The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by NHTSA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of IIJA:

- (1) the costs of each eligible project and strategy carried out using the grant;
- (2) the traffic safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—
  - identified in the grant application; and
  - measured by data to the maximum extent practicable;
- (3) [RESERVED]
- (4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

#### **14.3 Performance Measurement Information.**

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

#### **14.4 Performance Reporting Survival.**

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

#### **14.5 Program Evaluation.**

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

### **ARTICLE 15**

#### **NONCOMPLIANCE AND REMEDIES**

#### **15.1 Noncompliance Determinations.**

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
  - (1) accept the remedy;

- (2) acknowledge the noncompliance, but propose an alternative remedy; or
- (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
  - (1) after considering the Recipient's response under section 15.1(b); or
  - (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

## **15.2 Remedies.**

- (a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:
  - (1) additional conditions on the award;
  - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
  - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Standards for Administrative Collection of Claims (31 C.F.R. part 901).

### **15.3 Other Oversight Entities.**

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

## **ARTICLE 16 AGREEMENT TERMINATION**

### **16.1 USDOT Termination.**

- (a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:
  - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
  - (2) the Recipient fails to meet the milestones by three months after the date listed in section 3.2;
  - (3) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
  - (4) the USDOT determines that termination of this agreement is in the public interest.
  - (5) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

### **16.2 Closeout Termination.**

- (a) This agreement terminates on Project Closeout.



- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

**16.3 Post-Termination Adjustments.** The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

**16.4 Non-Terminating Events.**

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

**16.5 Other Remedies.** The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

## **ARTICLE 17 MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS**

**17.1 Recipient Monitoring and Record Retention.**

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
  - (1) that those activities comply with this agreement; and
  - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(e).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

**17.2 Financial Records and Audits.**

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.

- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302–200.307, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) If applicable, the Recipient shall separately identify expenditures under the fiscal year 2024 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
  - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2024” in the program name; and
  - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2024” in column c (“Additional Award Identification”).

**17.3 Internal Controls.** The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

**17.4 USDOT Record Access.** The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

## ARTICLE 18 CONTRACTING AND SUBAWARDS

**18.1 Buy America.** This award term implements 23 U.S.C. § 313 Buy America.

*Requirement.* The Recipient shall not use funds provided under this award for a project unless steel, iron, and manufactured products used in such project are produced in the United States.

*Waivers.* When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) that its application would be inconsistent with the public interest;



(2) that such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

## **18.2 Small and Disadvantaged Business Requirements.**

- (a) If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26, including any amendments thereto.
- (b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 C.F.R. 200.321, including any amendments thereto.

**18.3 Engineering and Design Services.** The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

**18.4 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

## **18.6 Recipient Responsibilities for Subawards.**

If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

**18.7 Subaward and Contract Authorization.**

If the USDOT Office for Subaward Authorization identified in section 5.1 is "NHTSA Office of Acquisition and Management," then the Recipient must follow the requirements in 2 C.F.R. 200.308 (f) (6) and 2 C.F.R. 200.333, as applicable, for the subaward of any SS4A Grant work under the Project-Specific Agreement. Approvals under 2 CFR 200.308(f)(6) do not apply to the procurement acquisition of goods and services.

**ARTICLE 19  
COSTS, PAYMENTS, AND UNEXPENDED FUNDS**

- 19.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.
- 19.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.
- 19.3 Timing of Project Costs.**
- (a) The Recipient shall not charge to this award costs that are incurred after the period of performance.
  - (b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.
- 19.4 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.
- 19.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

- 19.6 Timing of Payments to the Recipient.** When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.
- 19.7 Payment Method.** The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.
- 19.8 Information Supporting Expenditures.**
- (a) If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.
  - (b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.
- 19.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 5.2 is "DELPHI iSupplier," then the Recipient shall not request reimbursement more frequently than monthly.
- 19.10 Match.** The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT. The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

## **ARTICLE 20**

### **LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY**

- 20.1 Liquidation of Recipient Obligations.**
- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.
  - (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

## **ARTICLE 21**

### **AGREEMENT MODIFICATIONS**

**21.1 Bilateral Amendments.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

**21.2 Unilateral Contact Modifications.** The USDOT may update the contacts who are listed in section 4.3 by written notice to all the Recipient contacts who are listed in sections 4.1 and 4.2.

**21.3 USDOT Unilateral Modifications.**

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 20.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

**21.4 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

## **ARTICLE 22**

[RESERVED]

## **ARTICLE 23**

[RESERVED]



## **ARTICLE 24 LABOR AND WORKFORCE**

- 24.1 Labor and Workforce.** Consistent with Executive Order 14025, “Worker Organizing and Empowerment” (Apr. 26, 2021), Attachment E documents the consideration of job quality and labor rights, standards, and protections related to the Project.

## **ARTICLE 25 CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE**

**25.1 Critical Infrastructure Security and Resilience.**

Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project. Attachment F documents the consideration of critical security infrastructure for projects that include the purchase of information technology and/or operational technology.

## **ARTICLE 26 CIVIL RIGHTS AND TITLE VI**

**26.1 Civil Rights and Title VI.**

- (a) The purpose of sections 26.1(b)-26.1(c) is to ensure that the Recipient has a plan to comply with Title VI and 49 C.F.R. part 21, including any amendments thereto.
- (b) If the Recipient is an Existing Recipient, the Recipient shall submit to the USDOT either:
  - (1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under NHTSA’s implementation of Title VI; or
  - (2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C “The U.S. Department of Transportation Title VI Program” (June 11, 2021).
- (c) If the Recipient is a non-State DOT and does not have a current Title VI Plan on file with NHTSA then as described in chapter II, section 2 of DOT Order 1000.12C,

including any amendments or updates thereto, NHTSA must complete a Title VI Assessment of the Recipient before entering this grant agreement. Until DOT guidance on conducting such an assessment is finalized, NHTSA may rely on the date of Title VI assurances provided with the signing of the grant agreement.

(d) In this section 26.1:

(1) “**Title VI**” means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

(2) “**Existing**” means a prior recipient of DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

(3) “**New**” means a recipient who has not received DOT federal financial assistance since the publication of DOT Order 1000.12C on June 11, 2021.

## **ARTICLE 27 FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS**

**27.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

**27.2 Federal Law and Public Policy Requirements.**

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.
- (b) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- (c) Pursuant to Executive Order 14173, *Ending Illegal Discrimination And Restoring Merit-Based Opportunity*, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination law.



- (d) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

### **27.3 Federal Freedom of Information Act.**

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

**27.4 History of Performance.** Under 2 C.F.R 200.206, any Federal agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

### **27.5 Whistleblower Protection.**

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

### **27.6 External Award Terms and Obligations.**

- (a) In addition to this document and the contents described in article 32, this agreement includes the following additional terms as integral parts:
  - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
  - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
  - (3) 2 C.F.R part 175: Award term for Trafficking in Persons; and
  - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
  - (1) 49 C.F.R. part 11: Protection of Human Subjects
  - (2) 49 C.F.R. part 20: New Restrictions on Lobbying;

- (3) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (4) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (5) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

**27.7 Incorporated Certifications.** The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

## **ARTICLE 28 ASSIGNMENT**

**28.1 Assignment Prohibited.** The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

## **ARTICLE 29 WAIVER**

**29.1 Waivers.**

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

## **ARTICLE 30 ADDITIONAL TERMS AND CONDITIONS**

**30.1 Effect of Planning and Demonstration or Implementation Award.** Based on information that the Recipient provided to the USDOT, including the Grant Application,

as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2024 Notice of Funding Opportunity for Safe Streets and Roads for All.

**30.2 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

**30.3 Environmental Review.** The Associate Administrator for Research and Program Development has determined that this project is of such limited scope that it clearly will not have a significant effect on the quality of the human environment. See 49 C.F.R. part 520.

**30.4 Railroad Coordination.** If the agreement includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

**30.5 Relocation and Real Property Acquisition.**

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, , comparable replacement dwellings in accordance with 49 C.F.R. part 24.

**30.6 Equipment Disposition.**

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the NHTSA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 30.6 for all tiers of subawards under this award.

**30.7 Public Access to Publications and Digital Data Sets.** The Recipient shall ensure public access to publications and digital data sets it develops under this Cooperative Agreement

Cooperative Agreement consistent with the DOT's Plan to Increase Public Access to the Results of Federally-Funded Scientific Research Results. A copy of the DOT plan is located at <https://www.transportation.gov/mission/open/official-dot-public-access-plan-v11>.

## **ARTICLE 31 MANDATORY AWARD INFORMATION**

### **31.1 Information Contained in a Federal Award.** For 2 C.F.R. 200.211:

- (1) the "Federal Award Date" is the date of this agreement, as defined under section 33.2;
- (2) the "Assistance Listings Number" is 20.939 and the "Assistance Listings Title" is "Safe Streets and Roads for All Grant Program"; and
- (3) this award is not for research and development.

## **ARTICLE 32 CONSTRUCTION AND DEFINITIONS**

### **32.1 Attachments.** This agreement includes the following attachments as integral parts:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Reserved
Attachment D	Reserved
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience
Attachment G	Reserved

### **32.2 Exhibits.** The following exhibits, which are in the document titled "Exhibits to NHTSA Grant Agreements Under the Fiscal Year 2024 SS4A Grant Program", dated March 17, 2025, and available at <https://www.transportation.gov/grants/ss4a/grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

### **32.3 Construction.** If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the



attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

**32.4 Integration.** This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

**32.5 Definitions.** In this agreement, the following definitions apply:

“**Program Statute**” means the BIL section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

“**SS4A Grant**” means an award of funds that were made available under the SS4A NOFO.

“**Grant Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

### **ARTICLE 33 AGREEMENT EXECUTION AND EFFECTIVE DATE**

**33.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

**33.2 Effective Date.** The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.



U.S. Department of Justice

Civil Rights Division

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Office of the Assistant Attorney General

950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530

May 19, 2025

The Honorable Brandon Johnson  
Office of the Mayor  
121 N. LaSalle Street  
Chicago City Hall, 4th Floor  
Chicago, IL 60602

Re: Investigation of the Employment Practices of the City of Chicago, Illinois, Pursuant to Section 707 of Title VII of the Civil Rights Act of 1964, as Amended

Dear Mayor Johnson:

The Department of Justice is opening an investigation to determine whether the City of Chicago, Illinois, is engaged in a pattern or practice of discrimination based on race, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.* ("Title VII"). It is the responsibility of the Attorney General of the United States to enforce the provisions of Title VII with respect to state and local government employers. The Attorney General has delegated the authority to investigate compliance with these provisions to the Assistant Attorney General of the Civil Rights Division. *See* 28 C.F.R. § 0.50(a).

Title VII prohibits discrimination on the basis of race. *See* 42 U.S.C. § 2000e-2. When the Attorney General has reasonable cause to believe that a state or local government employer is engaged in a pattern or practice of discrimination in violation of Title VII, it is the Attorney General's responsibility to take appropriate action to eliminate that violation, including seeking injunctive relief. *See* 42 U.S.C. § 2000e-6(a).

Our investigation is based on information suggesting that you have made hiring decisions solely on the basis of race. In your remarks made yesterday at the Apostolic Church of God in Woodlawn, you "highlight[ed] the number of Black officials in [your] administration."<sup>1</sup> You then went on to list each of these individuals, emphasizing their race:

- "Business and economic neighborhood development, the deputy mayor is a Black woman."
- "Department of planning and development is a Black woman."
- "Infrastructure, deputy mayor is a Black woman."

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<sup>1</sup> *See, e.g., 'Could he be more racist?': Chicago mayor Brandon Johnson slammed for 'only hiring black people' comment in viral speech*, MSN (May 19, 2025), <https://www.msn.com/en-in/news/world/could-he-be-more-racist-chicago-mayor-brandon-johnson-slammed-for-only-hiring-black-people-comment-in-viral-speech/ar-AA1F3p5b?ocid=BingNewsVerp>.



- “Chief operations officer is a Black man.”
- “Budget director is a Black woman.”
- “Senior advisor is a Black man.”

You then said that you were “laying” these positions “out” to “ensure that our people get a chance to grow their business[.]”

Considering these remarks, I have authorized an investigation to determine whether the City of Chicago is engaged in a pattern or practice of discrimination as set forth above. If these kind of hiring decisions are being made for top-level positions in your administration, then it begs the question whether such decisions are also being made for lower-level positions.<sup>2</sup>

It is important to note that we have not reached any conclusions about the subject matter of the investigation. We intend to consider all relevant information, and we welcome your assistance in helping to identify what that might be. We would appreciate your cooperation in our investigation.

Upon receipt of this correspondence, please contact us at (202) 514-3847 so that we can set up a mutually agreeable date and time to discuss the parameters of this investigation, including the scope of information that we will be seeking from you.

Thank you for your cooperation.

Sincerely,



Harmeet K. Dhillon  
Assistant Attorney General  
Civil Rights Division

cc: Jesus A. Osete  
Deputy Assistant Attorney General  
Civil Rights Division

The Honorable Andrea R. Lucas  
Acting Chair  
Equal Employment Opportunity Commission

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<sup>2</sup> Pursuant to 29 C.F.R. § 1601.6, we have provided this information to the Equal Employment Opportunity Commission for its consideration in filing a Commissioner’s Charge.



**City of Topeka**  
**Council Action Form**  
**Council Chambers**  
**214 SE 8th Street**  
**Topeka, Kansas 66603**  
**www.topeka.org**  
June 17, 2025

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**DATE:** June 17, 2025  
**CONTACT PERSON:** Richard Faulkner, **DOCUMENT #:**  
Development Services  
Division Director  
**SECOND PARTY/SUBJECT:** 2024 Uniform Plumbing **PROJECT #:**  
Code  
**CATEGORY/SUBCATEGORY** 013 Ordinances - Codified / 026 Buildings and Building Regulations  
**CIP PROJECT:** No  
**ACTION OF COUNCIL:** **JOURNAL #:**  
**PAGE #:**

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**DOCUMENT DESCRIPTION:**

**DISCUSSION** concerning the adoption of the 2024 Uniform Plumbing Code. *(Policy and Finance Committee recommended approval on May 14, 2025.)*

*(Approval would replace the 2018 edition of the UPC used to guide the installation and repair of plumbing systems within the City of Topeka.)*

**VOTING REQUIREMENTS:**

Discussion only.

**POLICY ISSUE:**

By adopting the 2024 Uniform Plumbing Code the City will be able to keep up with the newest innovations in the plumbing industry and help improve the quality of life and safety of our citizens.

**STAFF RECOMMENDATION:**

This code has been reviewed by the Plumbing Board, the plumbing contractors were notified and invited to attend the meeting regarding the code adoption, City staff served as liaison to the board. The Plumbing Board is making the recommendation that the 2024 Uniform Plumbing Code be adopted with amendments and city staff supports that recommendation.

**BACKGROUND:**

This update was presented to the Policy and Finance Committee at their May 14, 2025, meeting.

City of Topeka recognizes the need to update building and trade codes in order to provide for safer and the most up-to-date building standards. National codes are updated every 3 years, and it is best practice to update every 6-9 years.

Uniform Plumbing Code (UPC) COT is currently operating on the 2018 UPC.

- Published by the International Association of Plumbing and Mechanical Officials (IAPMO)
- UPC provides consumers with safe and sanitary plumbing system, while at the same time allowing latitude for innovation and new technologies.
- Contributors include plumbing inspectors, master and journeyman plumbers, and plumbing engineers, backed by public utility companies and the plumbing industry.

**BUDGETARY IMPACT:**

**SOURCE OF FUNDING:**

**ATTACHMENTS:**

**Description**

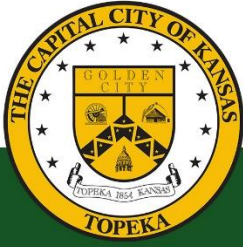
Memo

Presentation

Ordinance

P&F Committee Referral Report (May 14, 2025)

P&F Committee Minutes Excerpt (May 14, 2025)



# CITY OF TOPEKA

Richard Faulkner  
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Date: June 17, 2025

To: Governing Body Members

From: Richard Faulkner, Division Director, Development Services

Subject: 2024 Uniform Plumbing Code

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The Board of Plumbing Appeals has reviewed the 2024 Uniform Plumbing Code and is recommending that the City of Topeka adopt the code. This code is the most current code and addresses changes in the industry and will improve safety in our community and improve the quality of life for our citizens. The recommendation includes that we adopted with amendments, which we typically do. I am pointing this out because our amendments have been cut by 50% because the amendments we would make have been incorporated into the code. I think this reflects positively on the plumbing board and their commitment to their trade.

Staff agrees with the recommendation the board is making to adopt the 2024 Uniform Plumbing Code.



CITY OF  
**TOPEKA**



# 2024 Uniform Plumbing Code (UPC) Proposed Adoption

Published by the International Association of Plumbing  
and Mechanical Officials

# Codes Presently Adopted by COT

2

## RESIDENTIAL

- 2021 INTERNATIONAL RESIDENTIAL CODE (CH 1-10, APP F)
- 2009 INTERNATIONAL ENERGY CONSERVATION CODE

## COMMERCIAL

- 2021 INTERNATIONAL EXISTING BUILDING CODE (IEBC)
- 2021 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)
- 2021 INTERNATIONAL BUILDING CODE (IBC)
- 2021 INTERNATIONAL FIRE CODE (IFC)
- 2015 LIFE SAFETY CODE (LSC)
- 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN

## RESIDENTIAL / COMMERCIAL

- 2018 UNIFORM PLUMBING CODE
- 2023 NATIONAL ELECTRICAL CODE
- 2015 UNIFORM MECHANICAL CODE





## City of Topeka recognizes the need to update building and trade codes

- Provides for safer and latest building standards
- National codes are updated every 3 years
- Best practice is to update every 6-9 years

## Uniform Plumbing Code (UPC)

- Published by the International Association of Plumbing and Mechanical Officials (IAPMO)
- UPC provides consumers with safe and sanitary plumbing system, while at the same time allowing latitude for innovation and new technologies.
- Contributors include plumbing inspectors, master and journeyman plumbers, and plumbing engineers, backed by public utility companies and the plumbing industry.



# Neighboring Cities

	2012	2015	2018	2021
Manhattan				X
Lawrence			X	
Overland Park			X	
Shawnee			X	
Leavenworth			X	
Olathe			X	
Junction City	X			

These communities are using the International Code and we are using the Uniform Code. The International Code tends to refer you to an additional code books for a complete implementation of the regulation.



# Review Process

The Board Plumbing Appeals ( appointed by the council) led the review process. The members of the board are as follows.

- Jeff Romine, Professional Engineer
  - Charles Campbell, Master Plumber
  - Doug Snook, Master Plumber
  - Kris Carlson, Master Plumber
  - Paul Miller, Master Plumber
- 
- The plumbing inspectors served as liaison to the board as they conducted the review.
  - The adoption process was started in February of 2025.
  - Staff also reached out to stakeholders to get their input, this included all licensed plumbing contractors and the Topeka Area Building Association.



# Conclusion

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- The Plumbing Board recommends that the 2024 UPC be adopted with amendments.
- Staff supports the boards recommendation



(Published in the Topeka Metro News \_\_\_\_\_)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE introduced by City Manager Dr. Robert M. Perez, adopting the 2024 Uniform Plumbing Code to replace the 2018 edition, amending and repealing sections of Chapter 14.35 of the Topeka Municipal Code.

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

Section 1. That section 14.35.010, Uniform Plumbing Code – Adopted, of The Code of the City of Topeka, Kansas, is hereby amended to read as follows:

**Uniform Plumbing Code – Adopted.**

(a)—The ~~2018~~2024 Uniform Plumbing Code, including all appendices, is hereby adopted by reference and made part of the code for the city. The ~~2018~~2024 Uniform Plumbing Code Illustrated Training Manual and the ~~2018~~2024 Uniform Plumbing Code Answers and Analysis Manual as published by the International Association of Plumbing and Mechanical Officials may be considered and applied by the authority having jurisdiction to the extent necessary in the authority's sole discretion to implement and enforce this code.

(b) The following appendices are hereby adopted:

Appendix A – Recommended Rules for Sizing the Water Supply System.

Appendix B – Explanatory Notes on Combination Waste and Vent Systems.

Appendix C – Alternate Plumbing Systems.

Appendix D – Sizing Stormwater Drainage Systems.

Appendix E – Manufactured/Mobile Home Parks and Recreational Vehicle Parks.

Appendix G – Sizing of Venting Systems.

Appendix H – Private Sewage Disposal Systems.

Appendix I – Installation Standard for PEX Tubing Systems for Hot- and Cold-

29 Water Distribution and the Installation Standards for Trenchless  
30 Insertion of Polyethylene (PE) Pipe for Sewer Laterals ~~(set forth in~~  
31 ~~TMC 14.35.450).~~

32 Appendix J – Combination of Indoor and Outdoor Combustion and Ventilation  
33 Opening Design.

34 Appendix K – Potable Rainwater Catchment Systems.

35 Appendix L – Sustainable Practices.

36 Appendix M – Peak Water Demand Calculator.

37 Appendix N – Impact of Water Temperature on the potential for scalding and  
38 Legionella Growth.

39 Appendix O – Non-Sewered Sanitation Systems.

40 Appendix P – Professional Qualifications.

41 Appendix Q - Indoor Horticultural Facilities.

42 Appendix R – Tiny Houses.

43 Appendix S – Onsite Stormwater Treatment Systems.

44 Section 2. That section 14.35.050, 102.7 Moved Buildings, of The Code of the  
45 City of Topeka, Kansas, is hereby amended to read as follows:

46 **102.7, Moved ~~Buildings~~Structures.**

47 Section 102.7, Moved ~~Buildings~~Structures, is hereby deleted in its entirety and the  
48 following provisions shall be substituted therefor:

49 Plumbing systems that are part of buildings or structures moved into this  
50 jurisdiction shall comply with the provisions of Chapter 8.60 TMC and ~~Section 105.2 of~~  
51 ~~the 2018~~the currently adopted Uniform Plumbing Code.

52 Section 3. That section 14.35.070, 104.2 Exempt Work, of The Code of the City



of Topeka, Kansas, is hereby repealed.

**~~104.2, Exempt Work.~~**

~~104.2, Exempt Work, is hereby deleted in its entirety and the following provisions shall be substituted therefor:~~

~~A permit shall not be required for the following:~~

~~(1) The stopping of leaks, in drains, soil, waste, or vent pipe, provided that a trap, drainpipe, soil, wastes, or vent pipe become defective and it becomes necessary to remove and replace the same with new material, the same shall be considered as new work and permit shall be procured and inspection made as provided in this code. Replacement of fixture fittings and/or faucets, tubular traps, continuous wastes and tailpieces shall not require a permit.~~

~~(2) The clearing of stoppages, including the removal and reinstallation of water closets, or the repairing of leaks in pipes, valves, or fixtures, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.~~

~~Exemption from the permit requirements of this code shall not be deemed to grant authorization for work to be done in violation of the provisions of the code or other laws or ordinances of this jurisdiction.~~

Section 4. That section 14.35.080, 104.5, Fees, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.070.

Section 5. That section 14.35.090, 107.0, Board of Appeals, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.080.

Section 6. That section 14.35.100, Definitions, of The Code of the City of Topeka, Kansas, is hereby repealed.

**~~Definitions.~~**

Chapter 2, Definitions, 204.0, Bathroom Group, is hereby deleted in its entirety and the following definition shall be substituted therefor:

~~Bathroom Group. Any combination of fixtures, not to exceed one water closet, two lavatories, either one bathtub, or one combination bath/shower, and/or one shower, and may include a bidet and an emergency floor drain.~~

Section 7. That section 14.35.110, 315.12.3, Tub Waste Openings, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.090.

Section 8. That section 14.35.120, 314.4, Excavations, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.100.

Section 9. That section 14.35.130, 314.4.1, Installation of Thermoplastic Pipe and Fittings, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.110.

Section 11. That section 14.35.140, 407.4, Transient Public Lavatories, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.120.

Section 12. That section 14.35.150, 402.10, Slip Joint Connections, of The Code of the City of Topeka, Kansas, is hereby repealed.

**~~402.10, Slip Joint Connections.~~**

~~402.10, Slip Joint Connections, is hereby deleted in its entirety and the following provisions shall be substituted therefor:~~

~~Fixtures having concealed slip joint connections shall be provided with a framed area no less than 12" x 18" to be used for access. This area may be covered with wallboard, paneling or other interior wall finishes.~~

Section 13. That section 14.35.160, 414.3, Drainage Connections, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.130.

Section 14. That section 14.35.170, 418.3 Location of Floor Drains, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.140 and amended to read as follows:

**418.3, Location of Floor Drains.**

418.3, Location of Floor Drains, is hereby deleted in its entirety and the following provisions shall be substituted therefor:

Floor drains shall be installed in the following areas:

(1) Toilet rooms containing two or more water closets or a combination of one water closet and one urinal, except in a dwelling unit.

(2) Commercial kitchens and in accordance with Section 704.3.

(3) Laundry rooms in commercial buildings and common laundry facilities in multi-family dwelling buildings.

(4) Repair garages and/or ~~gasoline~~service stations where oil or flammable waste may exist. Floor drains shall drain to an approved oil or flammable liquid interceptor installed in accordance with Section 1017.0.

(5) Boiler rooms.

Section 15. That section 14.35.180, 418.6 Special Provisions, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.150.

Section 16. That section 14.35.190, 422.1 Fixture Count, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.160 and amended to read as follows:

**422.4, Minimum Number of Required Fixtures Count.**

422.4, Minimum Number of Required Fixtures Count, is hereby deleted in its entirety ~~and the following provisions shall be substituted therefor:~~

~~Plumbing fixtures shall be provided for the type of building occupancy and in the~~

minimum number shown in Table 2902.1 of the International Building Code, 2015 Edition.

Section 17. That section 14.35.200, Table 422.1 Minimum Plumbing Facilities, of The Code of the City of Topeka, Kansas, is hereby repealed.

**~~Table 422.1, Minimum Plumbing Facilities.~~**

~~Table 422.1, Minimum Plumbing Facilities, is hereby deleted in its entirety.~~

Section 18. That The Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 14.50.170, which said section reads as follows:

**507.2, Seismic Provisions.**

507.2, Seismic Provisions, is hereby deleted in its entirety.

Section 19. That section 14.35.210, 603.5.6, Protection from Lawn Sprinklers and Irrigation Systems, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.180 and amended to read as follows:

**603.5.6, Protection from Lawn Sprinklers and Irrigation Systems.**

603.5.6, Protection from Lawn Sprinklers and Irrigation Systems, is hereby deleted in its entirety and the following provisions shall be substituted therefor:

Potable water supplies to systems having no pumps or connections for pumping equipment, and no chemical injection or provisions for chemical injection, shall be protected from backflow by one of the following devices:

- (1) Atmospheric vacuum breaker (AVB);
- (2) Pressure vacuum breaker backflow prevention assembly (PVB);
- (3) Spill-resistant pressure vacuum breaker (SVB);
- (4) Reduced pressure principle backflow prevention assembly (RP); or
- (5) Valve complying with IAPO OS 72; or
- ~~(5)~~ Approved double-check valve backflow prevention assembly (DC).

149           Section 20. That section 14.35.220, 603.5.17, Potable Water Outlets and Valves,  
150 of The Code of the City of Topeka, Kansas, is hereby repealed.

151           **~~603.5.17, Potable Water Outlets and Valves.~~**

152           ~~603.5.17, Potable Water Outlets and Valves, is hereby deleted in its entirety and~~  
153 ~~the following provisions shall be substituted therefor:~~

154           ~~Potable water outlets, freeze-proof yard hydrants, combination stop and waste~~  
155 ~~valves, or other fixtures that incorporate a stop and waste feature that drains into the~~  
156 ~~ground shall not be installed underground. Freezeless yard hydrants, meeting the~~  
157 ~~requirements of ASSE 1057 (Freeze resistant Sanitary Yard Hydrants with Backflow~~  
158 ~~Protection) shall be approved for use within the City limits of Topeka. These devices are~~  
159 ~~to supply potable water without danger of damage to the hydrant due to freezing, to~~  
160 ~~provide protection of the potable water supply from contamination due to ground water,~~  
161 ~~and to prevent potential backflow by means of back siphonage with the installation of an~~  
162 ~~approved atmospheric vacuum breaker meeting the requirements of ASSE 1052~~  
163 ~~(Performance Requirements for Hose Connection Backflow Preventers).~~

164           Section 21. That section 14.35.230, 605.0, Joints and connections; 605.05,  
165 Generally, of The Code of the City of Topeka, Kansas, is hereby renumbered as  
166 14.35.190.

167           Section 22. That section 14.35.240, 606.2, Fullway Valve, of The Code of the  
168 City of Topeka, Kansas, is hereby renumbered as 14.35.200.

169           Section 23. That section 14.35.250, 606.5, Control Valve, of The Code of the City  
170 of Topeka, Kansas, is hereby renumbered as 14.35.210 and amended to read as follows.

171           **606.5, Control Valve.**

172           606.5, Control Valve, is hereby deleted in its entirety and the following provisions

shall be substituted therefor:

A control valve shall be installed immediately ahead of each water-supplied appliance and immediately ahead of each slip joint or appliance supply.

Parallel water distribution systems shall provide a control valve either immediately ahead of each fixture being supplied or installed at the manifold and shall be identified with the fixture being supplied. Where parallel water distribution system manifolds are located in attics, crawl spaces, or other locations not readily accessible, a separate shutoff valve shall be required immediately ahead of each individual fixture or appliance served.

Water softening/conditioning equipment, not factory equipped with integral bypass valves shall be required to have fullway type bypass valves of noncorrosive material installed.

Section 24. That section 14.35.260, 608.5, Discharge Piping, Subsection (7), of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.220.

Section 25. That The Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 14.50.230, which said section reads as follows:

**609.1, Installation; Exception.**

609.1, Installation, is hereby amended by the addition of the following exception:

EXCEPTION: Building Supply yard piping minimum cover depth of 42".

Section 26. That section 14.35.270, 609.11.2, Pipe Installation Wall Thickness, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.240 and amended to read as follows.

**609.11.2, Pipe Installation Wall Thickness.**

609.11.2, Pipe Installation Wall Thickness, is hereby ~~deleted in its entirety and the following provisions shall be substituted therefor~~ amended by the addition of the



following exception:

~~Hot water pipe insulation shall have a minimum wall thickness of not less than 1 inch (25 mm) for a pipe ½ inch (13 mm) up to 1 ¼ inch (32 mm) in diameter. Insulation wall thickness shall not be less than 1 ½ inches (37 mm) for a pipe of 2 inches (51 mm) or more in diameter, this can be reduced to 1 inch (25 mm) if piping is located within a partition within a conditioned space.~~

(3) Piping insulation within an interior partition of a conditioned building can be reduced to a minimum wall thickness of one inch (1").

Section 27. That section 14.35.280, Table 610.3, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.250.

Section 28. That section 14.35.290, 610.8, Size of Meter and Building Supply Pipe, of The Code of the City of Topeka, Kansas, is hereby repealed.

**~~610.8, Size of Meter and Building Supply Pipe.~~**

~~610.8, Size of Meter and Building Supply Pipe Using Table 610.4, is hereby deleted in its entirety and the following provisions shall be substituted therefor:~~

~~The size of the meter and the building supply pipe shall be determined as follows:~~

~~(1) Determine the available pressure at the water meter or other source of supply.~~

~~(2) Subtract one-half (1/2) pound per square inch pressure (3.4 kPa) for each foot (305 mm) of difference in elevation between such source of supply and the highest water supply outlet in the building or on the premises.~~

~~(3) Use the "pressure range" group within which this pressure will fall using Table 610.4.~~

~~(4) Select the "length" column that is equal to or longer than the required length.~~

~~(5) Follow down the column to a fixture unit value equal to or greater than the total~~

number of fixture units required by the installation.

~~(6) Having located the proper fixture unit valve for the required length, sizes of meter and building supply pipe as found in the two left hand columns shall be applied. No building supply pipe shall be less than three-quarter (3/4) inch (20 mm) in diameter; provided, however, in residential remodeling a maximum of twenty-eight (28) fixture units shall be allowed to be connected to an existing three-quarter (3/4) inch (20 mm) water service. Houses or apartments that are one thousand (1,000) square feet in area or larger shall have a minimum one (1) inch (25 mm) water meter and service line.~~

Section 29. That section 14.35.300, 705.6.2, Solvent Cement Joints, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.260.

Section 30. That section 14.35.310, 705.8.1.1, ETCO "T" Cone and Couple Adapters, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.270.

Section 31. That section 14.35.320, 707.4, Location, of The Code of the City of Topeka, Kansas, is hereby repealed.

**~~707.4, Location.~~**

~~707.4, Location, is hereby deleted in its entirety and the following provisions shall be substituted therefor:~~

~~Each horizontal drainage pipe shall be provided with a cleanout at its upper terminal, and each run of piping, that is more than one hundred (100) feet (30,480 mm) in total developed length, shall be provided with a cleanout for each one hundred (100) feet (30,480 mm), or fraction thereof, in length of such piping.~~

**~~Exceptions:~~**

~~(1) Cleanouts may be omitted on a horizontal drain line less than five (5) feet (1,524~~

mm) in length unless such line is serving sinks or urinals.

(2) Cleanouts may be omitted on any horizontal drainage pipe installed on a slope of seventy-two (72) degrees (1.26 rad) or less from the vertical angle (angle of one-fifth (1/5) bend).

(3) Excepting the building drain and its horizontal branches, a cleanout shall not be required on any pipe or piping that is above the floor level of the lowest floor of the building.

(4) An approved type of two-way cleanout fitting, installed inside the building wall near the connection between the building drain and the building sewer or installed outside of a building at the lower end of a building drain and extended to grade, may be substituted for an upper terminal cleanout.

(5) A cleanout shall be installed above the flood level rim of all urinals with integral traps.

Section 32. That section 14.35.330, 710.1, Backflow Protection, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.280.

Section 33. That section 14.35.340, 712.2 Water Test, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.290.

Section 34. That section 14.35.350, 723.1, Building Sewer Test, General, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.300.

Section 35. That section 14.35.360, 807.3, Domestic Dishwashing Machines, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.310.

Section 36. That section 14.35.370, 905.2, Horizontal Drainage Pipes, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.320.

Section 37. That section 14.35.380, 1001.1.1, Domestic Kitchen Sink Exception,

of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.330.

Section 38. That section 14.35.390, 1014.1.4, Exceptions, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.340.

Section 39. That section 14.35.400, 101.10, Filling Stations and Motor Vehicle Washing Establishments, of The Code of the City of Topeka, Kansas, is hereby renumbered as 14.35.350.

Section 40. That The Code of the City of Topeka, Kansas, is hereby amended by adding a section, to be numbered 14.50.360, which said section reads as follows:

**1211.3, Arc-Resistant Jacketed CSST.**

1211.3, Arc-Resistant Jacketed CSST is hereby deleted in its entirety.

Section 41. That section 14.35.410, 1208.6.3.2, Copper and Copper Alloy Pipe, of The Code of the City of Topeka, Kansas, is hereby repealed.

**1208.6.3.2, Copper and Copper Alloy Pipe.**

~~1208.6.3.2, Copper and Copper Alloy Pipe, is hereby deleted in its entirety and the following provisions shall be substituted therefor:~~

~~Copper and brass pipe shall not be used if the gas contains more than an average of 0.3 grains of hydrogen sulfide per 100 scf of gas (0.7 mg/100 L). Copper or brass pipe shall only be allowed if the natural gas supplier shall warrant in writing that the hydrogen sulfide content of the gas shall at all times be below the aforementioned amount. Therefore copper and copper alloy pipe and fittings may not be used within the City limits of Topeka. All references in the 2018 Uniform Plumbing Code to copper pipe and tubing as a material acceptable for gas piping as well as the brazing and sizing requirements for copper are hereby repealed.~~

Section 42. That section 14.35.420, 1208.6.4.2, Copper and Copper Alloy

293       Tubing, of The Code of the City of Topeka, Kansas, is hereby repealed.

294               **~~1208.6.4.2, Copper and Copper Alloy Tubing.~~**

295               ~~1208.6.4.2, Copper and Copper Alloy Tubing, is hereby deleted in its entirety and~~  
296 ~~the following provisions shall be substituted therefor:~~

297               ~~Copper and brass tubing shall not be used if the gas contains more than an~~  
298 ~~average of 0.3 grains of hydrogen sulfide per 100 scf of gas (0.7 mg/100 L). Copper or~~  
299 ~~brass tubing shall only be allowed if the natural gas supplier shall warrant in writing that~~  
300 ~~the hydrogen sulfide content of the gas shall at all times be below the aforementioned~~  
301 ~~amount. Therefore copper and copper alloy tubing and fittings may not be used within the~~  
302 ~~city limits of Topeka. All references in the 2018 Uniform Plumbing Code to copper pipe~~  
303 ~~and tubing as a material acceptable for gas piping as well as the brazing and sizing~~  
304 ~~requirements for copper are hereby repealed.~~

305               Section 43.   That section 14.35.430, 1208.6.11.1, Pipe Joints, of The Code of the  
306 City of Topeka, Kansas, is hereby repealed.

307               **~~1208.6.11.1, Pipe Joints.~~**

308               ~~1208.6.11.1, Pipe Joints, is hereby deleted in its entirety and the following~~  
309 ~~provisions shall be substituted therefor:~~

310               ~~Pipe joints shall be threaded, flanged, brazed, welded, or press-connect fittings~~  
311 ~~that comply with CSA LC-4. Where nonferrous pipe is brazed, the brazing materials shall~~  
312 ~~have a melting point in excess of 1,000° F (538° C). Brazing alloys shall not contain more~~  
313 ~~than 0.05 percent phosphorus. (NFPA 54:5.6.8.1) Welded joints on ferrous piping shall~~  
314 ~~be performed by individuals licensed as journeymen in the plumbing or mechanical trade~~  
315 ~~with a current certification of welding competency from a state recognized testing agency.~~  
316 ~~The testing requirements for the welder's competency shall be based on the requirements~~

of the ASME Boiler and Pressure Vessel Code, Section IX.

Section 44. That section 14.35.440, 1208.6.12.2, Heat-Fusion Joint, of The Code of the City of Topeka, Kansas, is hereby repealed.

**~~1208.6.12.2, Heat-Fusion Joint.~~**

~~1208.6.12.2, Heat-Fusion Joint, and Fittings is hereby deleted in its entirety and the following provisions shall be substituted therefor:~~

~~Heat-fusion joints shall be made in accordance with qualified procedures that have been established and proven by test to produce gastight joints at least as strong as the pipe or tubing being joined. Joints shall be made with the joining method recommended by the pipe manufacturer. Heat-fusion fittings shall be marked "ASTM D 2513." All joints in approved heat fusion welded plastic gas piping shall be performed by individuals who are licensed as journeyman in the plumbing or mechanical trade and certified to do heat fusion welding by the manufacturer of the piping being installed.~~

Section 45. That section 14.35.450, Appendix I, of The Code of the City of Topeka, Kansas, is hereby repealed.

**~~Appendix I.~~**

~~Appendix I is hereby amended by the addition of the following provisions for Installation Standards for Trenchless Insertion of Polyethylene (PE) Pipe for Sewer Laterals:~~

~~IAPMO IS 26-2006~~

~~1.0 Scope.~~

~~1.1 Scope.~~

~~This standard shall govern the Trenchless Installation of Polyethylene (PE) pipe for use in sanitary and storm sewers. The installed pipe shall comply with the~~



requirements of the Uniform Plumbing Code (UPC) published by the International Association of Plumbing and Mechanical Officials (IAPMO) as to grade and connections to existing pipe and shall also comply with this standard.

Note: The following sections of the Uniform Plumbing Code apply:

103.5.6 Testing of Systems

103.5.7.2 Responsibility

103.5.8 Other Inspections

103.5.8.1 Defective Systems

103.6.1 Other Connection

218.0 Definition of PE

301.1 Minimum Standards

309.0 Workmanship

312.0 Protection of Piping and Materials and Structures

314.0 Trenching, Excavating and Backfill

Chapter 7 Sanitary Drainage

701.2 Drainage Fittings

705.11.3 Plastic Pipe to Other Materials

2.0 PRODUCT REQUIREMENTS

2.1 Minimum Standards

2.1.1 Materials. Materials shall comply with the following: The polyethylene pipe used is covered by the American Society for Testing (ASTM) standards listed later in this standard. [UPC 301.1]

Materials: HDPE Extra High Molecular Weight 3408 SDR 17 Pipe Socket-Type PE Fittings for Outside Diameter-Controlled Polyethylene Pipe.

Note: The HDPE 3408 SDR 17 pipe used in this process was selected because of its ability to retain its circular shape even when bent on a 4-foot radius during and after installation.

#### 2.1.2 Table 1401.1 Standards.

ASTM D 2239

ASTM D 2447

ASTM D 2657

ASTM D 2683

ASTM D 3261

ASTM F 714

ASTM F 894

IAPMO PS 25

#### 2.2 Protection of Pipe.

2.2.1 Storage and Handling. Pipe shall be stored in a way to protect it from mechanical damage (slitting, puncturing, etc.). It shall be stored under cover to keep it clean and avoid long term exposure to sunlight. Exposure to sunlight during normal construction periods is not harmful.

#### 2.3 Types of Joints. PE joints shall be made as follows:

2.3.1 Molded Rubber Coupling Joints. Molded rubber coupling joints shall be installed in accordance with Appendix I of the UPC and with section 705.

2.3.2 Shielded Coupling Joints. Shielded coupling joints shall be installed in accordance with Appendix I of the UPC and with section 705.4.2.

2.3.4 Hubless Cast Iron Pipe Joints. Hubless cast iron pipe joints shall be installed in accordance with Appendix I of the UPC and with section 705.4.2.

~~2.3.5 Heat Fusion Joints. Heat fusion joints shall be made according to the manufacturer's procedure, installation instructions, and either ASTM D 2659 or ASTM D 3261.~~

~~2.4 Trenchless Installation of sewers will be as follows:~~

~~I. Preliminary Steps. Inspect the inside of the sewer line using a television camera and video tape recorder to ascertain the line condition. Mark the details revealed by the video inspection including:~~

- ~~1. The ground surface to show the location of the lateral tie of the city wye.~~
- ~~2. The line location with an arrow in the street pointing back at the lateral.~~
- ~~3. The property denoting the lateral location.~~
- ~~4. The locations of the proposed excavations.~~

~~Obtain utility line identification service contact information and all applicable permits.~~

~~II. Excavation. In addition to the above markings, the local utility companies will mark utilities. Considerations are soil density; clearance from obstacles, utilities, and structures; location of bends; and water service locations. Excavations and shoring shall be in accordance with jurisdictional safety requirements.~~

~~III. Set Up. Fuse the proper length of polyethylene pipe in accordance with ASTM D 2657 and fuse the end to a small length that is attached to the pulling head. A rod pusher cable is pushed through the damaged host pipe and attached to the pulling cable, which is then drawn through the pipe. The clevis end of the cable is attached to the pulling head. The pulling equipment is then set up according to the manufacturer's instructions.~~

~~IV. Pulling. Pull the pulling head through. Once the pull is done, complete the connection to the existing piping.~~

~~2.5 Cleanouts. Cleanouts shall be installed in accordance with UPC Section 707.0.~~

~~2.6 Inspections. The completed piping shall be internally inspected by television camera unless waived by the Administrative Authority. [UPC 103.5]~~

~~2.7 Testing. Completed piping shall be subjected to testing in accordance with Section 712.0 or 723.0 of the UPC.~~

Section 46. That original § 14.35.010, § 14.35.050, § 14.35.170, § 14.35.190, § 14.35.200, § 14.35.210, § 14.35.250 and § 14.35.270 of The Code of the City of Topeka, Kansas, are hereby specifically repealed.

Section 47. This ordinance shall take effect and be in force effective 90 days after its passage, approval and publication in the official City newspaper.

Section 48. This ordinance shall supersede all ordinances, resolutions or rules, or portions thereof, which are in conflict with the provisions of this ordinance.

Section 49. Should any section, clause or phrase of this ordinance be declared invalid by a court of competent jurisdiction, the same shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be invalid.

PASSED AND APPROVED by the Governing Body on \_\_\_\_\_.

CITY OF TOPEKA, KANSAS

Michael A. Padilla, Mayor

ATTEST:

Brenda Younger, City Clerk

# COMMITTEE REFERRAL SHEET

## COMMITTEE REPORT

**Name of  
Committee:**

Policy & Finance

**Title:**

Ordinance adopting the 2024 Uniform Plumbing Code to replace the 2018 edition.

**Date referred  
from Council  
meeting:**

**Date referred  
from  
Committee:**

May 14, 2025

**Committee  
Action:**

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

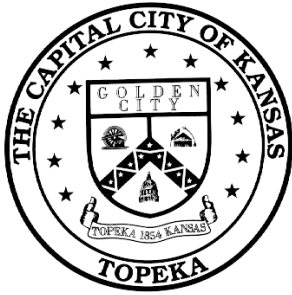
**Comments:**

**Members of  
Committee:**

Councilmembers Spencer Duncan (Chair), Marcus Miller, Michelle Hoferer

**Agenda Date  
Requested:**

June 17, 2025



# **CITY OF TOPEKA**

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CITY COUNCIL  
City Hall, 215 SE 7<sup>th</sup> 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](mailto:councilassist@topeka.org)  
[www.topeka.org](http://www.topeka.org)

## EXCERPT

HOLLIDAY 1<sup>st</sup> FLOOR CONFERENCE ROOM, Topeka, Kansas, Wednesday, May 14, 2025. The Policy & Finance Committee members met at 11:00 A.M., with the following Committee members present: Duncan (Chair), Marcus Miller, Michelle Hoferer.

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

APPROVAL by the Committee to proceed to the Governing Body for consideration of an Ordinance to adopt the 2024 Uniform Plumbing Code to replace the 2018 edition.

### **2024 Uniform Plumbing Code (UPC) Proposed Adoption**

Division Director of Development Services Richard Faulkner spoke to the Board of Plumbing Appeals; the 2024 Uniform Plumbing Code is recommending the City of Topeka adopt the code. The code is the most current code and addresses changes in the industry and will improve safety in the community. He added that best practice is to update within 9 years of the latest code. He spoke to neighboring cities in Kansas are using the International Code and the City of Topeka uses the Uniform Code. The International Code tends to refer to an additional code books for a complete implementation of the regulation. The Uniform Code gives more comprehensive information for contractors.

Richard Faulkner added information on the Board Plumbing Appeals and the review process. Plumbing inspectors also serve as liaisons to the board as they conduct the review. He expressed the importance to have a board made up of people in the field and inspectors. He continued to add the recommendation includes a 50% cut incorporated into the code and believes it reflects on positively on the plumbing board and their commitment to their trade. Lastly, he added staff supports the board's recommendation to adopt the 2024 UPC.

Committee chair Spencer Duncan asked if the Plumbing Board is full. Richard Faulkner confirmed it is full.

Committee chair Spencer Duncan referenced two codes that are reaching 15 years. He referenced the International Energy Conservation Code for



residential and ADA Standards for Accessible Design. Faulkner stated that due to concern from residential builders from increases in construction costs it was determined to stay with the 2009 Energy Conservation Code. He continued to add that the ADA Standards for Accessible Design does not have an updated version.

Committee chair Spencer Duncan and Committee member Marcus Miller concurred the importance to review the exceptions to the 2009 Energy Conservation Code codes for developers and homeowners. Faulkner stated that he would report back to the Policy and Finance Committee on a review.

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

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City of Topeka  
Council Action Form  
Council Chambers  
214 SE 8th Street  
Topeka, Kansas 66603  
[www.topeka.org](http://www.topeka.org)  
June 17, 2025

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DATE: June 17, 2025  
CONTACT PERSON: DOCUMENT #:  
SECOND PARTY/SUBJECT: Public Comment PROJECT #:  
Protocol  
CATEGORY/SUBCATEGORY  
CIP PROJECT: No  
ACTION OF COUNCIL: JOURNAL #:  
PAGE #:

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**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](mailto:atcclerk@topeka.org) or 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:**